

**AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR  
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of APRIL 7, 2016 ("Effective Date") between

City of Pateros, WA ("Owner") and

Varela & Associates, Inc. ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

Water System Improvements Project. See Exhibit A. ("Project").

Engineer's services under this Agreement are generally identified as follows:

Project Engineering Services. See Exhibit A and Attachments.

Note:

1. Varela & Associates, Inc. additions to the published EJCDC document E-500 are underlined; deletions are lined out or otherwise noted.
2. RUS Bulletin 1780-26 modifications to the published EJCDC are double-struck or otherwise noted with double underline.

Owner and Engineer further agree as follows.

**ARTICLE 1 – SERVICES OF ENGINEER**

**1.01 Scope**

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

**ARTICLE 2 – OWNER'S RESPONSIBILITIES**

**2.01 General**

- A. Owner shall have the responsibilities set forth herein and in Exhibit B.
- B. Owner shall pay Engineer as set forth in Exhibit A, Attachments A-1, A-2 and A-3, and Exhibit C.
- C. Owner shall be responsible for, and Engineer may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.

## ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

### 3.01 *Commencement*

- A. Engineer is authorized to begin rendering services as of the Effective Date and/or as may be further specified in Exhibit A.

### 3.02 *Time for Completion*

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided in Exhibit A, and are hereby agreed to be reasonable.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
- E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled to the recovery of direct damages resulting from such failure.

## ARTICLE 4 – INVOICES AND PAYMENTS

### 4.01 *Invoices*

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 60 days of receipt.

### 4.02 *Payments*

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 60 days after receipt of Engineer's invoice, then:
  1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and
  2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices:* If Owner contests an invoice, Owner shall promptly advise Engineer of the specific basis for doing so, may withhold only that portion so contested, and must pay the undisputed portion.
- D. *Legislative Actions:* If after the Effective Date any governmental entity takes a legislative action that imposes taxes, fees, or charges on Engineer's services or compensation under this Agreement, then the Engineer may invoice such new taxes, fees, or charges as a Reimbursable Expense to which a factor of 1.0 shall be applied. Owner shall reimburse Engineer for the cost of such invoiced new taxes, fees, and charges; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

## ARTICLE 5 – OPINIONS OF COST

### 5.01 *Opinions of Probable Construction Cost (cost estimates)*

A. Engineer's opinions of probable Construction Cost are to be made on the basis of Engineer's experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional generally familiar with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, Owner must employ an independent cost estimator as provided in Exhibit B.

### 5.02 *Designing to Construction Cost Limit*

A. If a Construction Cost limit is established between Owner and Engineer, such Construction Cost limit and a statement of Engineer's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F, "Construction Cost Limit," to this Agreement.

### 5.03 *Opinions of Total Project Costs*

A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in collating the various cost categories which comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

## ARTICLE 6 – GENERAL CONSIDERATIONS

### 6.01 *Standards of Performance*

A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no other warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services.

B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.

C. *Consultants:* Engineer may employ such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.

D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

E. Compliance with Laws and Regulations, and Policies and Procedures:

1. Engineer and Owner shall comply with applicable Laws and regulations.
2. Prior to the Effective Date, Owner provided to Engineer in writing any and all policies and procedures of Owner applicable to Engineer's performance of services under this Agreement. Engineer shall comply with such policies and procedures, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. Changes after the Effective Date to these Laws and Regulations, or to Owner-provided written policies and procedures, may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation.

- F. Engineer shall not be required to sign any documents, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such documents.
- G. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (EJCDC C-700, 2007 Edition) unless both parties mutually agree to use other general conditions by specific reference in Exhibit J.
- H. Engineer shall not at any time supervise, direct, control, or have authority over any contractor work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a contractor to comply with Laws and Regulations applicable to such contractor's furnishing and performing of its work.
- I. Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- J. Engineer shall not provide or have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- K. Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor, or Supplier, or of any of their agents or employees or of any other persons, including Owner's, (except Engineer's own agents, employees, and Consultants) at the Site or otherwise furnishing or performing any Work; or for any decision made regarding the Contract Documents, or any application, interpretation, or clarification, of the Contract Documents, other than those made by Engineer.
- L. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

#### 6.02 *Design Without Construction Phase Services*

- A. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A, Paragraph A1.05. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction and Owner assumes all responsibility for the application and interpretation of the Contract Documents, review and response to Contractor claims, contract administration, processing Change Orders, revisions to the Contract Documents during construction, construction surety bonding and insurance requirements, construction observation and review, review of payment applications, and all other necessary Construction Phase engineering and professional services. Owner waives all claims against the Engineer that may be connected in any way to Construction Phase engineering or professional services except for those services that are expressly required of Engineer in Exhibit A, Paragraph A1.05.

#### 6.03 *Use of Documents*

- A. All Documents are instruments of service in respect to this Project, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed.
- B. Either party to this Agreement may rely that data or information that the party receives from the other party by mail, hand delivery, facsimile, or electronic media are the items that the other party intended to send. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern. If the parties agree to other electronic transmittal procedures, such are set forth in Exhibit J. ConsesusDOCS 200.2 Electronic Communications Protocol Addendum may be attached to Exhibit J and become a part of this Agreement.
- C. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred.

Any transmittal errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files.

D. When transferring documents in electronic media format, the transferring party makes no representations as to long-term compatibility, usability, or readability of such documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the documents' creator.

E. Owner may make and retain copies of Documents for information and reference in connection with use on the Project by Owner. ~~Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment for all services relating to preparation of the Documents and subject to the following limitations:~~ Subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.

F. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

#### 6.04 *Insurance*

A. Engineer shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.

B. Owner shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability policies and as loss payees on any property insurance policies carried by Owner which are applicable to the Project.

C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, property damage (other than to the Work itself), motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project.

D. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.

E. All policies of property insurance relating to the Project shall contain provisions to the effect that Engineer's and its Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against Engineer or its Consultants, or any insureds, additional insureds, or loss payees thereunder.

F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 30 days prior written notice has been given to Owner and Engineer and to each other additional insured (if any) to which a certificate of insurance has been issued.

G. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.05 *Suspension and Termination*

A. Suspension:

1. By Owner: Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer upon seven days written notice to Engineer. If the project is suspended by the Owner for more than 30 days and is then resumed, the Engineer's compensation may be equitably adjusted, as mutually agreed, using Exhibit K, Amendment to Owner Engineer Agreement, to provide for expenses incurred in the interruption and resumption of Engineer's services.
2. By Engineer: Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement if Engineer's performance has been substantially delayed through no fault of Engineer.

B. *Termination:* The obligation to provide further services under this Agreement may be terminated:

1. For cause,

- a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
- b. By Engineer:
  - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
  - 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.
  - 3) Engineer shall have no liability to Owner on account of such termination.
- c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.05.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience,

- a. By Owner effective upon Engineer's receipt of notice from Owner.

C. *Effective Date of Termination:* The terminating party under Paragraph 6.05.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

D. Payments Upon Termination:

1. In the event of any termination under Paragraph 6.05, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.E.

2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.05.D.1, to invoice Owner and to payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

6.06 *Controlling Law*

- A. This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located.

6.07 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.07.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
  1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Contractor, Subcontractor, Supplier, other individual or entity, or to any surety for or employee of any of them.
  2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
  3. Owner agrees that the substance of the provisions of this Paragraph 6.07.C shall appear in the Contract Documents.

6.08 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights under law.
- B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.08.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights under law.

6.09 *Environmental Condition of Site*

- A. Owner has disclosed to Engineer in writing the existence of all known and suspected Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, hazardous substances, and other Constituents of Concern located at or near the Site, including type, quantity, and location.
- B. Owner represents to Engineer that to the best of its knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at the Site.
- C. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.

- D. It is acknowledged by both parties that Engineer's scope of services does not include any services related to Constituents of Concern. If Engineer or any other party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Constituents of Concern; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.
- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on 30 days notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner" "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

#### 6.10 *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer:* To the fullest extent permitted by law, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees from reasonable claims, costs, losses, and damages arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants.
- B. *Indemnification by Owner:* Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations and to the extent (if any) required in Exhibit I, Limitations of Liability. To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or Owner's officers, directors, members, partners, agents, employees, consultants, or others retained by or under contract to the Owner with respect to this Agreement or to the Project.
- C. *Environmental Indemnification:* To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals, and all court, arbitration, or other dispute resolution costs) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- D. *Percentage Share of Negligence:* To the fullest extent permitted by law, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.
- E. *Mutual Waiver:* To the fullest extent permitted by law, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

## 6.11 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by facsimile, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims:* To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

## ARTICLE 7 – DEFINITIONS

### 7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following provisions:
  1. *Additional Services* – The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.
  2. *Agreement* – This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
  3. *Asbestos* – Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
  4. *Basic Services* – The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.
  5. *Construction Contract* – The entire and integrated written agreement between Owner and Contractor concerning the Work.
  6. *Construction Cost* – The cost to Owner of those portions of the entire Project designed or specified by Engineer. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to properties; Owner's costs for legal, accounting, insurance counseling or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement. Construction Cost is one of the items comprising Total Project Costs.
  7. *Constituent of Concern* – Any substance, product, waste, or other material of any nature whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33

U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; and (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

8. *Consultants* – Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates and consultants; subcontractors; or vendors.
9. *Contract Documents* – Those items so designated in the Construction Contract, including the Drawings, Specifications, construction agreement, and general and supplementary conditions. Only printed or hard copies of the items listed in the Construction Contract are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
10. *Contractor* – The entity or individual with which Owner has entered into a Construction Contract.
11. *Documents* – Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
12. *Drawings* – That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings are not Drawings as so defined.
13. *Effective Date* – The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
14. *Engineer* – The individual or entity named as such in this Agreement.
15. *Hazardous Waste* – The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
16. *Laws and Regulations; Laws or Regulations* – Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
17. *Owner* – The individual or entity with which Engineer has entered into this Agreement and for which the Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
18. *PCBs* – Polychlorinated biphenyls.
19. *Petroleum* – Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-hazardous waste and crude oils.
20. *Project* – The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
21. *Radioactive Material* – Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
22. *Record Drawings* – Drawings depicting the completed Project, prepared by Engineer and based solely on Contractor's record copy of all Drawings, Specifications, addenda, change orders, work change directives, field orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.

23. *Reimbursable Expenses* – The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic and Additional Services for the Project.
24. *Resident Project Representative* – The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative agreed to by Owner. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.
25. *Samples* – Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
26. *Shop Drawings* – All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
27. *Site* – Lands or areas to be indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.
28. *Specifications* – That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.
29. *Subcontractor* – An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.
30. *Substantial Completion* – The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.
31. *Supplier* – A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.
32. *Total Project Costs* – The sum of the Construction Cost, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner's costs for legal, accounting, insurance counseling and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement.
33. *Work* – The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.
34. *Resident Project Representative* – The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any Resident Inspector, assistants or field staff or Resident Project Representative agreed to by Owner. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.
35. *Agency* – The Rural Utilities Service or any designated representative of Rural Utilities Service, including USDA, Rural Development.

## ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

### 8.01 *Exhibits Included:*

- A. Exhibit A, Engineer's Services
- B. Exhibit B, Owner's Responsibilities.
- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses. See Exhibit A.
- D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative.
- E. Exhibit E, Notice of Acceptability of Work.
- F. Exhibit F, Construction Cost Limit. *Not included*
- G. Exhibit G, Insurance.
- H. Exhibit H, Dispute Resolution. *Not included*
- I. Exhibit I, Limitations of Liability. *Not Included*
- J. Exhibit J, Special Provisions
- K. Exhibit K, Amendment to Owner-Engineer Agreement. *To be included if/when needed*

### 8.02 *Total Agreement:*

- A. This Agreement, (together with the exhibits identified above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument based on the format of Exhibit K to this Agreement.

### 8.03 *Designated Representatives:*

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of the respective party whom the individual represents.

### 8.04 *Engineer's Certifications:*

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
  1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;
  2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
  3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

## **ARTICLE 8.05 – FEDERAL REQUIREMENTS**

**A. Agency Concurrence.** Signature of a duly authorized representative of Agency in the space provided on the signature page of EJCDC form E-500 hereof does not constitute a commitment to provide financial assistance or payments hereunder but does signify that this Agreement conforms to Agency's applicable requirements. This Agreement shall not be effective unless the Funding Agency's designated representative concurs. No amendment to this Agreement shall be effective unless the Funding Agency's designated representative concurs.

**B. Audit and Access to Records.** Owner, Agency, the Comptroller General of United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Engineer which are pertinent to the Agreement, for the purpose of making audits, examinations, excerpts, and transcriptions. Engineer shall maintain all required records for three years after final payment is made and all other pending matter are closed.

**C. Restrictions on Lobbying.** Engineer and each Consultant shall comply with Restrictions on Lobbying if they are recipients of engineering services contracts and subcontracts that exceed \$100,000 at any tier under a Federal loan that exceeds \$150,000 or a Federal grant that exceeds \$100,000. If applicable, Engineer must complete a certification form on lobbying activities related to a specific Federal loan or grant that is a funding source for this Agreement. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other applicable award. Each tier shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Certifications and disclosures are forwarded from tier to tier up to the Owner. Necessary certification and disclosure forms shall be provided by Owner.

**D. Suspension and Debarment.** Engineer certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency. Engineer will not contract with any Consultant for this project if it or its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency. Necessary certification forms shall be provided by the Owner. The Engineer will complete and submit a form AD-1048, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – lower tier transactions" to the Owner who will forward it the USDA, Rural Development processing office.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner:  
CITY OF PATEROS, WA  
By: Carlene R. Andress  
Title: Mayor  
Date Signed: 3/30/16

Engineer:  
VARELA & ASSOCIATES, INC.  
By: Jessi Cowger  
Title: President  
Date Signed: 4/7/16  
Engineering Corp Certificate No. C-743

Address for giving notices:

PO Box 8  
Pateros, WA 98846

Address for giving notices:

601 W. Mallon Ste A  
Spokane, WA 99201

Designated Representative (Paragraph 8.03.A):

Kerri Wilson  
Title: Clark Treasurer  
Phone Number: 509-923-2571  
Facsimile Number: 509-923-2971  
E-Mail Address: Pateros@swit-stream.com

Designated Representative (Paragraph 8.03.A):

Ben Varela  
Title: Principal  
Phone Number: (509) 328-6065  
Facsimile Number: (509) 328-1388  
E-Mail Address: bvarela@varela-enqr.com

**Engineer's Services**

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Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Not all tasks listed below may be included in the scope of services for this particular project. The specific scope of the Engineer's services shall be as delineated in Attachments to this Exhibit A.

If and as included in Exhibit A Attachments engineer shall provide Basic and Additional Services as set forth below.

**Exhibit A Attachments:**

- A-1: Scope of Project, Scope of Services, Compensation, Authorization to Proceed, Completion Times,
- A-2: Scope and Cost Worksheets
- A-3: Time and Expenses Schedule

**PART 1 – BASIC SERVICES**

**A1.01 Study and Report Phase**

A. Engineer shall:

1. Consult with Owner to define and clarify Owner's requirements for the Project and available data.
2. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B which are not part of Engineer's Basic Services.
3. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project designed or specified by Engineer, including but not limited to mitigating measures identified in the environmental assessment.
4. Identify and evaluate alternate solutions available to Owner and, after consultation with Owner, recommend to Owner those solutions which in Engineer's judgment meet Owner's requirements for the Project. Exhibit A attachments may specify the number or types of alternatives included in the scope.
5. Prepare a report (the "Report") Preliminary Engineering Report (PER) as defined in RUS Bulletin 1780-2. The PER shall which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and those alternate solutions available to Owner which Engineer recommends. For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a summary of allowances for other items and services included within the definition of Total Project Costs.
6. Perform or provide the following additional Study and Report Phase tasks or deliverables as may be specified in Exhibit A attachments. The Environmental Report defined at 7 CRF 1794 and RUS Bulletin 1794A-602 is required under Article 1.01.A.6 of Exhibit A to the Agreement.
7. Furnish review copies of the Report and any other deliverables to Owner within (see Exhibit A attachments) calendar days of the Effective Date and review it with Owner. Within (see Exhibit A attachments) calendar days of receipt, Owner shall submit to Engineer any comments regarding the Report and any other deliverables.
8. Revise the Report and any other deliverables in response to Owner's comments, as appropriate, and furnish (see Exhibit A attachments) copies of the revised Report and any other deliverables to the Owner within (see Exhibit A attachments) calendar days of receipt of Owner's comments.

B. Engineer's services under the Study and Report Phase will be considered complete on the date when the revised Report and any other deliverables have been delivered to Owner.

**A1.02 Preliminary Design Phase**

A. After acceptance by Owner and concurrence by Agency of the Report and any other deliverables, selection by Owner of a recommended solution and indication of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner, and upon written authorization from Owner, Engineer shall:

1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.
2. Provide necessary field surveys and topographic and utility mapping for design purposes. Utility mapping will be based upon information obtained from utility owners.
3. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.
4. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in collating the various cost categories which comprise Total Project Costs.
5. Perform or provide the following additional Preliminary Design Phase tasks or deliverables: (see Exhibit A attachments)
6. Furnish (see Exhibit A attachments) review copies of the Preliminary Design Phase documents and any other deliverables to Owner within (see Exhibit A attachments) calendar days of authorization to proceed with this phase, and review them with Owner. Within (see Exhibit A attachments) calendar days of receipt, Owner shall submit to Engineer any comments regarding the Preliminary Design Phase documents and any other deliverables.
7. Revise the Preliminary Design Phase documents and any other deliverables in response to Owner's comments, as appropriate, and furnish to Owner (see Exhibit A attachments) copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables within (see Exhibit A attachments) calendar days after receipt of Owner's comments.

B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables have been delivered to Owner.

**A1.03 Final Design Phase**

A. After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and any other deliverables subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from Owner, Engineer shall:

1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.
2. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the Project; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities.
3. Advise Owner of any adjustments to the opinion of probable Construction Cost known to Engineer.

4. Perform or provide the following additional Final Design Phase tasks or deliverables: (see Exhibit A attachments). Applicable code requirements per local official, Dick Mumma: 2012 Washington State Building Code; accessibility per Chapter 11 of the IBC as adopted by the Washington and 2010 Federal ADA standards. Load criteria: snow low – 20 psf; wind – 85 mph, exposure C; seismic zone C.
5. Prepare and furnish bidding documents for review by Owner, its legal counsel, Agency, and other advisors, and assist Owner in the preparation of other related documents. Within (see Exhibit A attachments) days of receipt, Owner shall submit to Engineer any comments and, subject to the provisions of Paragraph 6.01.G, instructions for revisions in a timely manner so as not to delay completion of the Engineer's work.
6. Revise the bidding documents in accordance with comments and instructions from the Owner, as appropriate, and submit (see Exhibit A attachments) final copies of the bidding documents, a revised opinion of probable Construction Cost, and any other deliverables to Owner within (see Exhibit A attachments) calendar days after receipt of Owner's comments and instructions.

B. Engineer's services under the Final Design Phase will be considered complete on the date when the submittals required by Paragraph A1.03.A.6 have been delivered to Owner.

C. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.

D. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is as indicated in attachments to this Exhibit. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

#### A1.04 *Bidding or Negotiating Phase*

A. After acceptance by Owner of the bidding documents and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:

1. Assist Owner in advertising for and obtaining bids or proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the bidding documents.
2. Issue addenda as appropriate to clarify, correct, or change the bidding documents.
3. Provide information or assistance needed by Owner in the course of any negotiations with prospective contractors.
4. Consult with Owner as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the Work as to which such acceptability is required by the bidding documents.
5. If bidding documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by bidders, but subject to the provisions of paragraph A2.02.A.2 of this Exhibit A.
6. Attend the Bid opening, prepare Bid tabulation sheets, and assist Owner in evaluating Bids or proposals and in assembling and awarding contracts for the Work. Upon contract award, furnish five (5) copies of executed contract documents.

7. Perform or provide the following additional Bidding or Negotiating Phase tasks or deliverables: (see Exhibit A attachments)
- B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Agreement).

#### A1.05 *Construction Phase*

- A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:
  1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer as assigned in the Construction Contract shall not be modified, except as Engineer may otherwise agree in writing. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.
  2. *Resident Project Representative (RPR):* Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D. *[If Engineer will not be providing the services of an RPR, then delete this Paragraph 2 by inserting the word "DELETED" after the paragraph title, and do not include Exhibit D.]*
  3. *Selecting Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory to perform the services identified in Exhibit B, Paragraph B2.01.0.
  4. *Pre-Construction Conference:* Participate in and chair a Pre-Construction Conference prior to commencement of Work at the Site.
  5. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
  6. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
  7. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:
    - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.
    - b. The purpose of Engineer's visits to, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's

efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Engineer shall not, during such visits or as a result of such observations of Contractor's Work in progress, supervise, direct, or have control over Contractor's Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to Contractor's Work, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish or perform the Work in accordance with the Contract Documents.

8. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work (a) is defective under the standards set forth in the Contract Documents, (b) will not produce a completed Project that conforms to the Contract Documents, or (c) will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. "Reject Work" shall mean informing the Contractor that such work does not conform to the requirements of the Contract Documents.
9. *Clarifications and Interpretations; Field Orders:* Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Subject to any limitations in the Contract Documents, Engineer may issue field orders authorizing minor variations in the Work from the requirements of the Contract Documents.
10. *Change Orders and Work Change Directives:* Recommend change orders and work change directives to Owner, as appropriate, and prepare change orders and work change directives as required.
11. *Shop Drawings and Samples:* Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.
12. *Substitutes and "or-equal":* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.
13. *Inspections and Tests:* Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Engineer shall be entitled to rely on the results of such tests.
14. *Disagreements between Owner and Contractor:* Render formal written decisions on all duly submitted issues relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance, or progress of Contractor's Work; review each duly submitted Claim by Owner or Contractor, and in writing either deny such Claim in whole or in part, approve such Claim, or decline to resolve such Claim if Engineer in its discretion concludes that to do so would be inappropriate. In rendering such decisions, Engineer shall be fair and not show partiality to Owner or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
15. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

- a. Determine the amounts that Engineer recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe Contractor's Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents).
- b. By recommending any payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control Contractor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to Owner free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

16. *Contractor's Completion Documents:* Receive, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved as provided under Paragraph A1.05.A.11, and transmit the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment. The extent of such review by Engineer will be limited as provided in Paragraph A1.05.A.11.

17. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Project to determine if the Work is substantially complete. If after considering any objections of Owner, Engineer considers the Work substantially complete, Engineer shall deliver a certificate of Substantial Completion to Owner and Contractor.

18. *Additional Tasks:* Perform or provide the following additional Construction Phase tasks or deliverables: (see Exhibit A attachments).

- a. Visits to the site shall be at least monthly.
- b. Document the monthly site visits in writing and copied to the Agency.
- c. Upon Substantial Completion, provide a copy of the Certificate of Substantial Completion to the Agency.
- d. Prepare Record Drawings showing record information based on Project annotated record documents received from Contractor, and furnishing such Record Drawings to Owner.
- e. Preparation of operation and maintenance manuals.

19. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the completed Work of Contractor is acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice in the form attached hereto as Exhibit E (the "Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of Paragraph A1.05.A.15.b) to the best of Engineer's knowledge, information, and belief and based on the extent of the services provided by Engineer under this Agreement.

- B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract as indicated in Paragraph A1.03.C, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.
- C. *Limitation of Responsibilities:* Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor or Supplier, or other individuals or entities performing or furnishing any of the Work, for safety or security at the Site, or for safety precautions and programs incident to Contractor's Work, during the Construction Phase or otherwise. Engineer shall not be responsible for the failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

#### A1.06 Post-Construction Phase

- A. Upon written authorization from Owner during the Post-Construction Phase Engineer shall:
  1. Together with Owner, visit the Project to observe any apparent defects in the Work, assist Owner in consultations and discussions with Contractor concerning correction of any such defects, and make recommendations as to replacement or correction of defective Work, if any.
  2. Together with Owner or Owner's representative, visit the Project within one month before the end of the correction period to ascertain whether any portion of the Work is subject to correction.
  3. Perform or provide the following additional Post-Construction Phase tasks or deliverables: *[Here list any such tasks or deliverables]*
- B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.

### PART 2 – ADDITIONAL SERVICES

#### A2.01 Additional Services Requiring Owner's Written Authorization

- A. If authorized in writing by Owner, Engineer shall furnish or obtain from others Additional Services of the types listed below and/or as delineated in Attachments(s) to this Exhibit A.
  1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
  2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
  3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer or its design requirements including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.
  4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those identified in Paragraph A1.01.A.4.

5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
6. Providing renderings or models for Owner's use.
7. Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of financial feasibility and cash flow studies, rate schedules, and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing, and assisting Owner in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by Owner.
8. Furnishing services of Consultants for other than Basic Services.
9. Services attributable to more prime construction contracts than specified in Paragraph A1.03.D.
10. Services during out-of-town travel required of Engineer other than for visits to the Site or Owner's office.
11. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructibility review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.
12. Preparing additional Bidding Documents or Contract Documents for alternate bids or prices requested by Owner for the Work or a portion thereof.
13. Assistance in connection with Bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required by Exhibit F.
14. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.6, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
15. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor.
16. Providing assistance in responding to the presence of any Constituent of Concern at the Site, in compliance with current Laws and Regulations.
17. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, or other dispute resolution process related to the Project.
18. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
19. Assistance in connection with the adjusting of Project equipment and systems.
20. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.
21. Assistance to Owner in developing procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related record-keeping.
22. Overtime work requiring higher than regular rates.
25. Other services performed or furnished by Engineer not otherwise provided for in this Agreement.

A2.02 *Additional Services Not Requiring Owner's Written Authorization*

A. Engineer shall advise Owner in advance that Engineer is will immediately commence to or has performed or furnished the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice from Owner.

1. Services in connection with work change directives and change orders to reflect changes requested by Owner.
2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.
3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
4. Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work (advance notice not required), (2) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.
5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of any part of the Work by Owner prior to Substantial Completion.
6. Evaluating an unreasonable claim or an excessive number of claims submitted by Contractor or others in connection with the Work.
7. Services during the Construction Phase rendered after the original date for completion of the Work referred to in A1.05.B.
8. Reviewing a Shop Drawing more than three times, as a result of repeated inadequate submissions by Contractor.
9. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, state, or local safety authorities for similar construction sites.

**EXHIBIT A, ATTACHMENT A-1**  
**Project Scope, Scope of Services, Compensation,**  
**Authorization To Proceed, Completion Times**

**I. PROJECT SCOPE**

The City of Pateros' project consists of implementation of improvements to the City's Water System as described in the "City of Pateros 2014 Water System Plan", the *City of Pateros Groundwater Investigation Technical Memorandum* dated May 1, 2015 and the *City of Pateros Reservoir Siting Feasibility Investigation Technical Memorandum* dated May 21, 2015. The project includes up to three new water supply wells and associated pump stations, a new reservoir and critical water main improvements. Components include:

- Up to three new water wells
- Up to three new pump station buildings to house electrical, controls, well pumps, associated piping and appurtenances and transmission mains
- New reservoir
- Distribution system improvements including critical water main replacements and looping

**II. SCOPE OF SERVICES, COMPENSATION**

Professional services scope and compensation are shown in Attachment A-2. Services are from paragraphs A1.01 through A2.02 of Exhibit A and referenced on Attachment A-2. Tasks will be performed on either a Fixed Costs (FC) basis or Time and Expense (T&E) basis as indicated in Attachment A-2. Compensation for Time and Expense (T&E) tasks shall be determined in accordance with the Time and Expenses Schedule included as Attachment A-3. The Engineer shall not exceed the sum of the respective FC and T&E tasks without authorization from by the Owner. Individual T&E work items may exceed the individual work item budget provided the total contract amount is not exceeded. The estimates shown are good faith estimates of the work and level of effort anticipated for each task.

**IV. AUTHORIZATION TO PROCEED**

Execution of this Agreement shall authorize the Engineer to proceed with all tasks shown on Attachment A-2.

**III. COMPLETION TIMES**

Engineer shall complete the tasks shown below within the times shown. The number of days shown follows authorization to proceed unless specified otherwise below.

Job No.	Work Task / Completion Date
57-21-01	RD Preliminary Engineering Report <ul style="list-style-type: none"><li>• Complete PER by May 6, 2016 RD application deadline</li></ul>
57-21-02	Reservoir and Transmission Main Preliminary Engineering, DOH Project Report <ul style="list-style-type: none"><li>• Scope and cost to be determined</li></ul>
57-21-03	Well, Pump Station and T-Main Design Surveys, Design and Construction Documents – Well 1
57-21-06	<ul style="list-style-type: none"><li>• 100 days after City direction following well testing results and recommendations report</li></ul>
57-21-04	Reservoir, Transmission Main and Overflow Pipe Design Surveys, Design and Construction Documents
57-21-08	<ul style="list-style-type: none"><li>• Scope and cost to be determined</li></ul>
57-21-05	Monitoring Wells, Test/Production Well Design, Construction Documents <ul style="list-style-type: none"><li>• Monitoring well installation, analysis and reporting – 60 days</li><li>• Well Construction Documents – 45 days after direction to proceed based on monitoring well results/report and final well location selected</li></ul>
57-21-14	
57-21-07	Well Pump Station and T-Main Design Surveys, Design and Construction Documents – Well 2 <ul style="list-style-type: none"><li>• Scope and cost to be determined</li></ul>

**EXHIBIT A, ATTACHMENT A-1**  
**Project Scope, Scope of Services, Compensation,**  
**Authorization To Proceed, Completion Times**

57-21-09	Well Construction Bid Period <ul style="list-style-type: none"> <li>• During bid period</li> </ul>
57-21-10 57-21-11	Well & Pump Station O&M Manual and Record Drawings <ul style="list-style-type: none"> <li>• 30 days following receipt of Contractor record drawings and satisfactory manufacturers' literature</li> </ul>
57-21-12 57-21-13	Reservoir Record Drawings and O&M Manual <ul style="list-style-type: none"> <li>• Scope and cost to be determined</li> </ul>
57-21-15	Well Construction Engineering, Inspection and Hydrogeological Services <ul style="list-style-type: none"> <li>• During construction</li> </ul>
57-21-16 57-21-17	Pump Station and T-Main Bid Period, Construction Engineering and Inspection <ul style="list-style-type: none"> <li>• During bid period and construction</li> </ul>
57-21-18	DOH Project Approval <ul style="list-style-type: none"> <li>• 60 days following well completion, testing and receipt of water quality lab results</li> </ul>
57-21-19	Reservoir Geotechnical Investigation and Design Input <ul style="list-style-type: none"> <li>• Scope and cost to be determined</li> </ul>
57-21-20 57-21-21 57-21-22	Reservoir and T-Main Bid Period, Construction Engineering, Inspection and Materials Testing <ul style="list-style-type: none"> <li>• Scope and cost to be determined</li> </ul>
57-21-23	Funding Program Assistance <ul style="list-style-type: none"> <li>• On-going thru funding close-out</li> </ul>
57-21-24	Water System Improvements Project Planning and Implementation <ul style="list-style-type: none"> <li>• On-going thru funding close-out</li> </ul>
57-21-25	Public Involvement Assistance <ul style="list-style-type: none"> <li>• On-going as needed</li> </ul>
57-21-26	Funding Applications Assistance <ul style="list-style-type: none"> <li>• On-going as needed</li> </ul>
57-21-27	Environmental Process <ul style="list-style-type: none"> <li>• On-going</li> </ul>
57-21-28	Assistance with Water Rights <ul style="list-style-type: none"> <li>• On-going</li> </ul>
57-21-29	ROW / Easement Acquisition Assistance <ul style="list-style-type: none"> <li>• If needed</li> </ul>

**Attachment A-2 to Exhibit A**  
**Engineering Scope and Cost Worksheets**  
**SUMMARY**

				2/5/16
<b>City of Pateros</b>				
<b>Water System Improvements Project</b>				
<b>Job No.</b>	<b>Description (1)</b>	<b>Fee Type (2)</b>	<b>Est. Cost</b>	<b>Total</b>
	<b>A1.01 Basic Services - Study and Report Phase</b>			
57-21-01	Preliminary Engineering Report (PER) (T&E)	T&E	\$13,300	
57-21-02	Reservoir and Transmission Main Preliminary Engineering, DOH Project Report (T&E)	T&E	<i>to be deter.</i>	
		<b>Sub-Total</b>		<b>\$13,300</b>
	<b>A1.02 Basic Services - Preliminary Design Phase</b>			
	<b>A1.03 Basic Services - Final Design Phase</b>			
57-21-03	Well, Pump Station and T-main Design Surveys (T&E)	T&E	\$6,490	
57-21-04	Reservoir, Transmission Main and Overflow Pipe Design Surveys (T&E)	T&E	<i>to be deter.</i>	
57-21-05	Test/Production Well Design, Construction Documents - Two Wells (FC)	FC	\$32,230	
57-21-06	Well Pump Station and Transmision Main Design, Construction Documents - Well 1 (FC)	FC	\$75,150	
57-21-07	Well Pump Station and Transmision Main Design, Construction Documents - Well 2 (FC)	FC	<i>to be deter.</i>	
57-21-08	Reservoir, Transmission Main and Overflow Pipe Design and Construction Documents (FC)	FC	<i>to be deter.</i>	
		<b>Sub-Total</b>		<b>\$113,870</b>
	<b>A1.04 - Bidding Services - Bidding or Negotiating Phase; and</b>			
	<b>A1.05 Construction Phase; and</b>			
	<b>A1.06 Post-Construction Phase</b>			
57-21-09	Well Construction Bid Period (T&E)	T&E	\$5,340	
57-21-10	Well & Pump Station O&M Manual & Record Drawings - Well 1 (FC)	FC	\$7,150	
57-21-11	Well & Pump Station O&M Manual & Record Drawings - Well 2 (FC)	FC	<i>to be deter.</i>	
57-21-12	Reservoir Record Drawings (FC)	FC	<i>to be deter.</i>	
57-21-13	Reservoir and T-mains O&M Manual (FC)	FC	<i>to be deter.</i>	
		<b>Sub-Total</b>		<b>\$12,490</b>
	<b>A2.01 - Additional Services</b>			
57-21-14	Monitoring Well Hydrogeologic Services (T&E)	T&E	\$51,580	
57-21-15	Well Construction Engineering, Inspection & Hydrogeologic Services (T&E)	T&E	\$86,130	
57-21-16	Pump Station and T-Main Bid Period and Construction Engineering - Well 1 (T&E)	T&E	\$55,360	
57-21-17	Pump Station and T-main Construction Inspection - Well 1 (T&E)	T&E	\$57,730	
57-21-18	DOH Project Report and Source Approval - Wells 1 & 2 (T&E)	T&E	\$7,940	
57-21-19	Reservoir Geotechnical Investigation & Design Input (T&E)	T&E	<i>to be deter.</i>	
57-21-20	Reservoir and Transmission Mains & Overflow Pipe Bid Period & Construction Engineering (T&E)	T&E	<i>to be deter.</i>	
57-21-21	Reservoir and Transmission Main/Overflow Inspection (T&E)	T&E	<i>to be deter.</i>	
57-21-22	Materials Testing During Construction (T&E)	T&E	<i>to be deter.</i>	
57-21-23	Funding Program Assistance (T&E)	T&E	\$30,080	
57-21-24	Water System Improvements Project Planning and Implementation (T&E)	T&E	\$32,480	
57-21-25	Public Involvement Assistance	T&E	\$6,200	
57-21-26	Funding Applications Assistance (T&E)	T&E	\$29,490	
57-21-27	Environmental Process (T&E)	T&E	\$14,750	
57-21-28	Assistance with Water Rights (T&E)	T&E	\$22,960	
57-21-29	ROW / Easement Acquisition Assistance (assumes no boundary surveys needed) (T&E)	T&E	\$6,260	
		<b>Sub-Total</b>		<b>\$400,960</b>
		<b>TOTAL</b>		<b>\$540,620</b>
	<b>Notes:</b>			
	(1) From EJCDC E500, Exhibit A - Engineer's Services			
	(2) T&E = Time & Expense; FC = Fixed Cost / Lump Sum			

Attachment A-2 to Exhibit A  
Engineering Scope and Cost Worksheets  
SUMMARY

City of Pateros, WA		FEE ESTIMATE WORKSHEET					3/4/16	
Water System Improvements Project		Sen. Eng. / Principal	Engineer	Tech.	Project Assistant	Direct Exp	TOTAL	
Maximum hourly rate per category (see T & E Schedule for actual rates)		\$140	\$120	\$85	\$75			
<b>A1.01 Basic Services - Study and Report Phase</b>								
57-21-01	Preliminary Engineering Report (PER) (T&E)							
	<i>Note: Assumes 2014 WSP, 2015 Groundwater Investigation and 2015 reservoir siting feasibility can be used for RD PER</i>							
	Review/coordinate w/RD to determine additional work needed for RD PER	40	60					\$500
	Expenses (mileage, misc etc)							
		Total Hours	40	60	0	0		
		Estimated Cost	\$ 3,600	\$ 7,200	\$ -	\$ -	\$ 500	\$ 13,300
57-21-02	Reservoir and Transmission Main Preliminary Engineering, DOH Project Report (T&E)							
	<i>Scope not identified at this time</i>							
		Total Hours	0	0	0	0		
		Estimated Cost	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>A1.02 Basic Services - Preliminary Design Phase</b>								
<b>A1.03 Basic Services - Final Design Phase</b>								
57-21-03	Well, Pump Station and T-main Design Surveys (T&E)							
	<i>NOTE: Assumes no boundary or property surveys needed</i>							
	Scope and coordinate survey		2	4				
	Design surveys							\$4,000 <sup>a</sup> Surveyor allowance
	Follow-up rag tape surveys of water mains and features as may be needed		4	8				
	Expenses (mileage, misc.)							\$750
		Total Hours	0	6	12	0		
		Estimated Cost	\$ -	\$ 720	\$ 1,020	\$ -	\$ 4,750	\$ 6,490
	<sup>a</sup> Allowance, amount pending actual surveyor subcontract; includes 5% VA markup							
57-21-04	Reservoir, Transmission Main and Overflow Pipe Design Surveys (T&E)							
	<i>Scope not identified at this time</i>							
		Total Hours	0	0	0	0		
		Estimated Cost	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
57-21-05	Test/Production Well Design, Construction Documents - Two Wells (FC)							
	<i>NOTE: Assumes one bid package for two wells within the North Area</i>							
	Prelim site layout re well & bldg location, t-main, sanitary control area, etc		16	20				
	Well design, pres/future pump capacity, prelin pump selection		8	32				
	Hydrogeo specifications & submittal review for test/production well			12				\$8,200 <sup>a</sup> hydrogeo allowance
	Technical specifications and details for well, testing, discharge, special provisions		8	32				
	Discharge pipe planning with City (alignment, outlet details, road crossings if any)			20				
	Coordinate w/DOE re drilling/testing discharge		16					
	Contract documents, frontals, site plan, pump test discharge/outlet details plan sheet		2	32	12	8		
	Construction estimate			4				
	Coordinate DOH review and approval of bid documents			4				
	Misc. coordination with City, review draft plans/specs with City			12				
	Final revisions based on City input, assemble final bid documents		1	8	2			
	Misc expenses (mileage, misc.)							\$2,500
		Total Hours	35	192	14	8		
		Estimated Cost	\$ 4,900	\$ 23,040	\$ 1,190	\$ 600	\$ 2,500	\$ 32,230
	<sup>a</sup> Allowance, amount pending actual hydrogeo subcontract; includes 5% VA markup							
57-21-06	Well Pump Station and Transmission Main Design, Construction Documents - Well 1 (FC)							
	<i>NOTE: Assumes design for one well pump station</i>							
	Determine desired bldg type and site layout with City			8				
	Prelim layouts for piping/bldg/elec/site/T-main conn etc		2	24	24			
	Coord. w/City re locates and/or pathologing exist. Lines		2	16	8			
	Final operating requirements, hydraulic calcs, pump selection		4	16	4			
	Review/discuss prelim layouts and pump selection with City, obtain approval/direction			8				
	Piping design, valve sizing, PCV discharge if applicable, T-main to street		2	12	4			
	Electrical design and specifications		1	12	4			\$17,500 <sup>a</sup> Electrical subconsultant
	Pump Station plan sheets & design details (structural, architectural, piping, site)							
	[test. 9 sheets @ 8 hrs per sheet engr, 16 hrs per sheet tech] see est sheet count below		4	72	144			
	Transmission main plan sheet & design details							
	[test. 1 sheet @ 8 hrs engr, 12 hrs tech]		1	8	12			
	Coord with City/County Bldg Dept as required			2	2			
	Site visits for confirmation of details etc							
	Distribution system looping at NE end of system			2	16	24		
	[test. 2 sheets @ 8 hrs engr, 12 hrs tech]			2	16	24		
	Design and plans/specs reviews/discussions/design coordination with City				8	8	2	
	Specifications			2	24			4
	Contract documents, eng. estimate			2	16	4	2	
	Coordinate DOH review and approval			1	4			
	Final revisions based on City, DOH input			2	8	4		
	Misc expenses (mileage, misc.)							\$2,500
		Total Hours	25	254	242	8		
		Estimated Cost	\$ 3,500	\$ 30,480	\$ 20,570	\$ 600	\$ 20,000	\$ 75,150
	<sup>a</sup> Allowance, amount pending actual electrical engr subcontract; includes 5% VA markup							
	Sheet Count Estimate							
	Shts. Contents							
	2 Cover/vicinity map, index, legend, abbreviations, notes							
	1 Site plan							
	3 Bldg elevations, finish schedules, structural details/notes							
	1 Floor plan, piping plan/schedule, notes							
	1 Transmission main plan/details							
	2 Dist sys plan/details/profile							
	1 Misc details							
	11 total not inc electrical							
	8 elec sheets							
	19 Est total number of sheets							

**Attachment A-2 to Exhibit A**  
**Engineering Scope and Cost Worksheets**

**SUMMARY**

City of Pateros, WA		FEE ESTIMATE WORKSHEET					3/4/16
Water System Improvements Project		Sen. Eng. / Principal	Engineer	Tech.	Project Assistant	Direct Exp	TOTAL
Maximum hourly rate per category (see T & E Schedule for actual rates)							
57-21-07	<b>Well Pump Station and Transmision Main Design, Construction Documents - Well 2 (FC)</b>						
	<i>Scope not identified at this time</i>						
		<i>to be determined</i>					
		Total Hours	0	0	0	0	
		Estimated Cost	\$ -	\$ -	\$ -	\$ -	\$ -
57-21-08	<b>Reservoir, Transmission Main and Overflow Pipe Design and Construction Documents (FC)</b>						
	<i>Scope not identified at this time</i>						
		<i>to be determined</i>					
		Total Hours	0	0	0	0	
		Estimated Cost	\$ -	\$ -	\$ -	\$ -	\$ -
<b>A1.04 - Bidding Services - Bidding or Negotiating Phase; and</b>							
<b>A1.05 Construction Phase; and</b>							
<b>A1.06 Post-Construction Phase</b>							
57-21-09	<b>Well Construction Bid Period (T&amp;E)</b>						
	<i>Bid questions, addendums</i>						
		12					
	<i>Bid opening, bid review, award recom., agrmts, etc.</i>						
		2	16				
	<i>Expenses (phone, printing documents, shipping, etc.)</i>						
		\$500					
		Total Hours	2	28	0	16	
		Estimated Cost	\$ 280	\$ 3,360	\$ -	\$ 1,200	\$ 500
							\$ 5,340
57-21-10	<b>Well &amp; Pump Station O&amp;M Manual &amp; Record Drawings - Well 1 (FC)</b>						
	<i>Post-construction record drawings (pump, station, t-main, electrical)</i>						
		26					
	<i>estimate 17 sheets at 1.5hr per sheet</i>						
	<i>O&amp;M manual</i>						
		1	8	24			
	<i>Electrical O&amp;M portions</i>						
							\$1,500
	<i>Misc. expenses</i>						
		\$150					
		Total Hours	1	8	50	2	
		Estimated Cost	\$ 140	\$ 960	\$ 4,250	\$ 150	\$ 1,650
							\$ 7,150
57-21-11	<b>Well &amp; Pump Station O&amp;M Manual &amp; Record Drawings - Well 2 (FC)</b>						
	<i>Scope not identified at this time</i>						
		<i>to be determined</i>					
		Total Hours	0	0	0	0	
		Estimated Cost	\$ -	\$ -	\$ -	\$ -	\$ -
57-21-12	<b>Reservoir Record Drawings (FC)</b>						
	<i>Scope not identified at this time</i>						
		<i>to be determined</i>					
		Total Hours	0	0	0	0	
		Estimated Cost	\$ -	\$ -	\$ -	\$ -	\$ -
57-21-13	<b>Reservoir and T-mains O&amp;M Manual (FC)</b>						
	<i>Scope not identified at this time</i>						
		<i>to be determined</i>					
		Total Hours	0	0	0	0	
		Estimated Cost	\$ -	\$ -	\$ -	\$ -	\$ -
<b>A2.01 - Additional Services</b>							
57-21-14	<b>Monitoring Well Hydrogeologic Services (T&amp;E)</b>						
	<i>Recycling Center Site Investigation (monitoring well)</i>						
		8					
	<i>Environmental review (see description in attached GEO scope)</i>						
		\$ 6,700					
	<i>Drilling and well installation</i>						
		12					
		\$ 23,800					
	<i>Soils and groundwater sampling, testing and analysis</i>						
		8					
		\$ 6,500					
	<i>Groundwater Sampling (includes lab fees)</i>						
		4					
		\$ 1,600					
	<i>Analysis and Reporting</i>						
		\$ 6,100					
	<i>Memo to City summarizing results of monitoring wells investigation and attend meeting with City to present</i>						
		8	16				
		Total Hours	8	48	0	0	
		Estimated Cost	\$ 1,120	\$ 5,760	\$ -	\$ -	\$ 44,700
							\$ 51,580
57-21-15	<b>Well Construction Engineering, Inspection &amp; Hydrogeologic Services (T&amp;E)</b>						
	<i>NOTE: Assumes two wells drilled in the North Area</i>						
	<i>Preconstruction conference inc prep &amp; follow-up</i>						
		2	16				
	<i>Review submittals</i>						
		2	8				
	<i>Construction engineering (insp, supervision, interpretations, C.O.s, etc.)</i>						
		2	24				
	<i>Hydrogeo consultant: on-site observation, interpretations/ recommendations, pumping test analysis, well video review, wtr qual. analysis, well completion report</i>						
		8	24				
							\$ 60,000 *Hydrogeo allowance
	<i>Varela staff on site (8 days @ 8 hrs) see below</i>						
		64					
	<i>Periodic site visits &amp; Council meetings during const., misc. coord. w/City as needed</i>						
		1	24				
	<i>Construction admin (pay requests, etc.)</i>						
		1	16				
	<i>Project closeout. Misc expenses</i>						
		2	16				
		Total Hours	17	128	64	26	
		Estimated Cost	\$ 2,380	\$ 15,360	\$ 5,440	\$ 1,950	\$ 61,000
							\$ 86,130
	<i>*Allowance, amount pending actual hydrogeo subcontract; includes 5% VA markup; does not include water quality lab fees (lab to be paid directly by City)</i>						
57-21-16	<b>Pump Station and T-Main Bid Period and Construction Engineering - Well 1 (T&amp;E)</b>						
	<i>NOTE: Assumes construction engineering for one well pump station</i>						
	<i>Bid period, bid evaluation, award process</i>						
		1	24	4			
	<i>Preconstruction conference (prep, mtg and follow-up)</i>						
		12	8				
	<i>Review/coord submittals</i>						
		12	12				
	<i>Labor standards compliance admin (16 hrs set-up, 16 wks @ 1-1/4 hrs/wk, 16 hrs closeout)</i>						
		2					
	<i>Construction eng. (interpretations, C.O.s, etc.), inspection supervision &amp; coord, etc.,</i>						
		2	128				
	<i>Elect subconsultant construction phase services</i>						
		8					
	<i>Construction meetings, site visits (est 6 @ 8 hrs over 12 week period)</i>						
		48					
	<i>Misc. construction admin (pay requests, etc.) 8 hrs per month, 4 months</i>						
		32					
	<i>Project startup, testing, etc.</i>						
		1	8				
	<i>Final inspection &amp; project closeout</i>						
		1	12				
	<i>Expenses (mileage, misc.)</i>						
		\$ 2,500					
	<i>Well 2 Pump Station and T-Main Bid Period and Construction Engineering</i>						
		<i>to be determined</i>					
		Total Hours	5	286	24	84	
		Estimated Cost	\$ 700	\$ 34,320	\$ 2,040	\$ 6,300	\$ 12,000
							\$ 55,360
	<i>*Allowance, amount pending actual electrical subcontract; includes 5% VA markup</i>						

**Attachment A-2 to Exhibit A**  
**Engineering Scope and Cost Worksheets**

**SUMMARY**

City of Pateros, WA		FEE ESTIMATE WORKSHEET					3/4/16	
		Sen. Eng./ Principal	Engineer	Tech.	Project Assistant	Direct Exp		
Water System Improvements Project	Maximum hourly rate per category (see T & E Schedule for actual rates)	\$140	\$120	\$85	\$75			<b>TOTAL</b>
57-21-17	<b>Pump Station and T-main Construction Inspection - Well 1 (T&amp;E)</b> <i>Does not include archaeological monitoring during construction because it is not likely to be required.</i> <b>NOTE:</b> Assumes one bid package each for Well 1 and Well 2. If both pump stations are included in one bid package the workplan, time, and budget for inspection can be re-evaluated and better estimated after bid package, bid & award, construction time, and the contractor's schedule are known.							
	Assume 16 wks @ 30 hrs per wk			480				
	Preconstruction period, pre construction conference			8				
	Closout			12				
	Per diem (64 days at \$120/day)					\$7,680		
	Expenses (mileage 1 trip/wk, 360 mi, 16 wks 0.56/mi, misc other expenses)					\$3,300		
	Electrical Engineer intermittent inspection (included in 57-21-16)							
	Material testing (compaction - nuclear densometer - 5 days @ \$50)					\$250		
	Contingency: 1 add'l wk inspection: 5 days @ 8 hrs/day			40		\$600		
	Well 2 Pump Station and T-Main Inspection					<i>to be determined</i>		
	Total Hours	0	0	340	0			
	Estimated Cost	\$ -	\$ -	\$ 45,900	\$ -	\$ 11,830	\$	<b>\$7,730</b>
57-21-18	<b>DOH Project Report and Source Approval - Wells 1 &amp; 2 (T&amp;E)</b> Project Report if needed (assumes simple technical memo format adequate)	2	16	6	4			
	On site meeting and coordination w/DOH and OK County Public Health			16				
	Source Approval documentation (includes pre & post construction items) (1)	2	16	6	4			
	Expenses, misc.							\$750
	Total Hours	4	48	12	8			
	Estimated Cost	\$ 560	\$ 5,760	\$ 1,020	\$ 600			\$ 7,940
	(1) Includes Susceptibility Assessment and zones of influence after completing test/production well. Scope and cost will be affected by DOH requirements for this project. Does not include amending the City's Wellhead Protection Program to add this well.							
57-21-19	<b>Reservoir Geotechnical Investigation &amp; Design Input (T&amp;E)</b> Scope not identified at this time					<i>to be determined</i>		
	Total Hours	0	0	0	0			
	Estimated Cost	\$ -	\$ -	\$ -	\$ -		\$	
	* Includes 5% VA markup; see attached geotech quote							
57-21-20	<b>Reservoir and Transmission Mains &amp; Overflow Pipe Bid Period &amp; Construction Engineering (T&amp;E)</b> Scope not identified at this time					<i>to be determined</i>		
	Total Hours	0	0	0	0			
	Estimated Cost	\$ -	\$ -	\$ -	\$ -		\$	
57-21-21	<b>Reservoir and Transmission Main/Overflow Inspection (T&amp;E)</b> Scope not identified at this time					<i>to be determined</i>		
	Total Hours	0	0	0	0			
	Estimated Cost	\$ -	\$ -	\$ -	\$ -		\$0	
57-21-22	<b>Materials Testing During Construction (T&amp;E)</b> Materials lab and field fees (concrete cylinders, compaction, etc)							
	Total Hours	0	0	0	0			
	Estimated Cost	\$ -	\$ -	\$ -	\$ -		\$	
57-21-23	<b>Funding Program Assistance (T&amp;E)</b> <i>Note: the amount of time needed for this task will depend on how much assistance the City requests</i>							
	Funding program assistance during precontract period	24	48					
	On-going implementation, communications, assistance during project as requested (8 hrs/wk x 12 mo.)	12	96					
	Funding closeout assistance			48				
	Expenses (mileage, misc, etc.)							\$2,000
	Budget allowance, Assume 12 months from 4/1/16 through 4/1/17							
	Total Hours	36	192	0	0			
	Estimated Cost	\$ 5,040	\$ 23,040	\$ -	\$ -		\$2,000	\$ 30,080
57-21-24	<b>Water System Improvements Project Planning and Implementation (T&amp;E)</b> Overall project planning, scheduling and implementation assistance	24	60	8				
	Project mngt w/City, inc prep & followup (say 1 mngt/2 month over 24 months, 12 hrs ea)	8	144	24	4			
	Misc expenses (mileage, misc)							\$500
	Total Hours	32	204	32	4			
	Estimated Cost	\$ 4,480	\$ 24,480	\$ 2,720	\$ 300		\$500	\$ 32,480
57-21-25	<b>Public Involvement Assistance</b> Assist with planning public involvement as requested			8	24			
	Attend public meetings as requested			1	8			
	Misc expenses (mileage, misc)							\$500
	Total Hours	9	32	0	8			
	Estimated Cost	\$ 1,260	\$ 3,840	\$ -	\$ 600		\$500	\$ 6,200
57-21-26	<b>Funding Applications Assistance (T&amp;E)</b> RD Application assistance through 8/31/16			8	84	30	16	
	FY 2016 CDBG GP Application			40	40	24	8	
	Additional application assistance							<i>to be determined</i>
	Expenses							\$1,500
	Total Hours	48	124	54	24			
	Estimated Cost	\$ 6,720	\$ 14,880	\$ 4,590	\$ 1,800		\$1,500	\$ 29,490

**Attachment A-2 to Exhibit A**  
**Engineering Scope and Cost Worksheets**  
**SUMMARY**

City of Pateros, WA		FEE ESTIMATE WORKSHEET					3/4/16
Water System Improvements Project		Sen. Eng. / Principal	Engineer	Tech.	Project Assistant	Direct Exp	TOTAL
57-21-27	Environmental Process (T&E)	Maximum hourly rate per category (see T & E Schedule for actual rates)	\$140	\$120	\$85	\$75	
	<i>Note: This task assumes a single environmental process will be conducted for all three project elements (Wells, Reservoir/line/Overflow, and Distribution System)</i>						
	<i>If more than one process is conducted, the required time and cost would increase.</i>						
	<i>Does not include archaeological monitoring during construction because it is not likely to be required.</i>						
	Prelim environmental research, exhibits						
	SEPA Checklist, DNS/MDNS						<i>these tasks previously completed for state 0505 process</i>
	NEPA scoping, letters						
	NEPA forms						
	Agency correspondence/coord during 30 day comment period						
	Well, reservoir overflow and transmission/distribution CRS	1	8				\$2,300 <sup>a</sup> Archaeologist subcontract
	RD Environmental Report (ER)	2					
	Subconsultant coordination		8	18			
	Environmental record document, misc coordination etc, project engineer support etc.		16	40			
	Expenses (mileage, misc, etc.)						\$750
		Total Hours	27	66	0	0	
		Estimated Cost	\$ 3,780	\$ 7,920	\$ -	\$ -	\$3,050 \$ 14,750
57-21-28	Assistance with Water Rights (T&E)						
	Water Rights Application ( <i>application submitted under another agreement</i> )						
	Meetings/Coordination with Okanogan County Water Conservancy Board						36
	Site Visit						12
	Report of Examination (ROE)		2	16			\$15,000 <sup>a</sup> hydrogeo subcontract
			2	64	0	0	
			\$ 280	\$ 7,680	\$ -	\$ -	\$15,000 \$ 22,960
	<sup>a</sup> See attached GeoEngineers scope and proposal; includes 5% VA markup						
57-21-29	ROW / Easement Acquisition Assistance (assumes no boundary surveys needed) (T&E)						
	<i>Unknown if any needed; budget allowance assumption</i>						
	Coordination & communication as needed, inc field visits & City/owner mtgs as needed	2	16	8			
	Assistance with documents and exhibits as requested; coord with City attorney etc	2	16	8			
	Expenses						\$500
		Total Hours	4	32	16	0	
		Estimated Cost	\$ 560	\$ 3,840	\$ 1,360	\$ -	\$500 \$ 6,260

**ATTACHMENT**  
**TIME AND EXPENSES SCHEDULE**

**PROFESSIONAL SERVICES**

Principal Engineer <sup>(1)</sup>	\$110.00-\$140.00 per hour
Engineering Technician <sup>(1)</sup>	\$70.00-\$120.00 per hour
Project Assistant <sup>(1)</sup>	\$50.00-\$85.00 per hour
Funding & Environmental Specialist <sup>(1)</sup>	\$40.00-\$75.00 per hour
	\$60.00-\$75.00 per hour

<sup>(1)</sup> Hourly rates will generally be based upon a total multiplier of 3.15 x salary. Hourly rates and multiplier shown above may be revised for work done after Dec 31, 2016.

**REIMBURSABLE EXPENSES**

The following items of direct project expense will be invoiced as follows:

1. Automobile travel at the current allowable Federal mileage rate
2. Travel, meals, lodging expenses as incurred (or per diem if specified).

The following items of direct project expense will be invoiced at direct cost, plus a maximum ten percent (10%):

3. Long distance telephone calls and cell phone
4. Shipping costs for samples, equipment, documents, or other items as required
5. Materials or other expendable items expended in the course of the work
6. Rentals, fees, permits or other charges for special services or special equipment necessary for the work.
7. Outside services utilized for the work, including subconsultants and outside reproduction of drawings, documents, reports or specifications

## **Owner's Responsibilities**

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Article 2 of the Agreement is supplemented to include the following agreement of the parties.

B2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:

- A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Owner will require to be included in the Drawings and Specifications; and furnish copies of Owner's standard forms, conditions, and related documents for Engineer to include in the Bidding Documents, when applicable.
- B. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.
- C. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, furnish, include in the Engineer's scope of work, or otherwise make available such additional Project related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
  1. Property descriptions.
  2. Zoning, deed, and other land use restrictions.
  3. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
  4. Explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions relating to existing surface or subsurface structures at the Site, or hydrographic surveys, with appropriate professional interpretation thereof.
  5. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas.
  6. Data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto.
- D. Give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of the presence at the Site of any Constituent of Concern, or of any other development that affects the scope or time of performance of Engineer's services, or any defect or nonconformance in Engineer's services, the Work, or in the performance of any Contractor.
- E. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement as required.
- F. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
- G. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.

- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.
- I. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
  - 1. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.
  - 2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
  - 3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the moneys paid.
- J. Place and pay for advertisement for Bids in appropriate publications.
- K. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.
- L. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
- M. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- N. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.
- O. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Substantial Completion and final payment visits to the Project.
- P. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof.
- Q. Provide Engineer with the findings and reports generated by the entities providing services to Owner pursuant to this paragraph.
- R. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
- S. Perform or provide the following additional services. (see Exhibit A attachments)
  - 1. Prior to the Owner issuing payments to the Contractor, the Owner is required to obtain Agency concurrence.

- T. Owner shall be solely responsible for operation and maintenance of its existing facilities and shall do so in consideration of the effect of construction activities on Owner facilities and the effect of system operation and maintenance on construction activities and on the responsibilities of the construction contractor.
- U. Owner shall make such decisions and clarifications and give such direction to Engineer as are required for Engineer's timely execution of Engineer's work.

#### Payment to Engineer

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Article 2 of the Agreement is supplemented to include the following agreement of the parties:

1. Compensation for the various engineering services shall be as shown in Exhibit A, Attachment A-1. The Engineer shall submit partial payment invoices on a monthly basis during progress of the work for payment of work completed to date and reimbursable expenses incurred. Invoices shall be based on the estimated percentage of work completed for lump sum fees, or for time plus expenses for other fees.
2. Engineering invoices shall be payable in accordance with Article 4.02 *Payments*.
3. Each engineering invoice shall be accompanied by a summary progress report indicating work done during the invoiced billing period and work planned for the next billing period, as well as a budget status report. For tasks billed on a time and expenses basis, invoices shall indicate the actual hours spent by each individual working on the billed task(s), their billing classification, and their billing rate.

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## Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

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Article 1 of the Agreement is supplemented to include the following agreement of the parties:

### D1.01 Resident Project Representative

- A. Engineer shall furnish a Resident Project Representative ("RPR") to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree.
- B. Through RPR's observations of Contractor's work in progress and field checks of materials and equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, during such RPR field checks or as a result of such RPR observations of Contractor's work in progress, supervise, direct, or have control over Contractor's Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for security or safety at the Site, for safety precautions and programs incident to any contractor's work in progress, or for any failure of a contractor to comply with Laws and Regulations applicable to such contractor's performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any contractor nor assumes responsibility for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents. In addition, the specific terms set forth in Paragraph A1.05 of Exhibit A of the Agreement are applicable.
- C. The duties and responsibilities of the RPR are generally as follows. The specific duties and responsibilities of the RPR or other Engineer staff may include tasks not listed below, and not all of the tasks listed below may be required for this project. Some of the below listed tasks may be accomplished by other Engineer staff.
  1. *General:* RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions. RPR's dealings in matters pertaining to the Contractor's work in progress shall in general be with Engineer and Contractor. RPR's dealings with Subcontractors shall generally only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
  2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by Contractor and consult with Engineer concerning acceptability.
  3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
  4. *Liaison:*
    - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the intent of the Contract Documents.
    - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
    - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
  5. *Interpretation of Contract Documents:* Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.

6. *Shop Drawings and Samples:*
  - a. Record date of receipt of Samples and approved Shop Drawings.
  - b. Receive Samples which are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
  - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Engineer.
7. *Modifications:* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.
8. *Review of Work and Rejection of Defective Work:*
  - a. Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
  - b. Report to Engineer whenever RPR believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection, or approval.
9. *Inspections, Tests, and System Start-ups:*
  - a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
  - b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
  - c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
  - d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to Engineer.
10. *Records:*
  - a. Maintain (at the Site if Engineer has a field office) orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all change orders, field orders, work change directives, addenda, additional Drawings issued subsequent to the execution of the Construction Contract, Engineer's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project-related documents.
  - b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, weather conditions, data relative to questions of change orders, field orders, work change directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
  - c. Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, Subcontractors, and major Suppliers of materials and equipment.

- d. Maintain records for use in preparing Project documentation.
- e. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

11. *Reports:*

- a. Furnish to Engineer periodic oral or written reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to Engineer proposed change orders, work change directives, and field orders. Obtain backup material from Contractor.
- c. Furnish to Engineer and keep available to Owner copies of all inspections, test, and system start-up reports.
- d. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any Constituent of Concern.

12. *Payment Requests:* Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

13. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

14. *Completion:*

- a. Participate in visits to the Project to determine Substantial Completion, assist in the determination of Substantial Completion and the preparation of lists of items to be completed or corrected.
- b. Participate in a final visit to the Project in the company of Engineer, Owner, and Contractor, and prepare a final list of items to be completed and deficiencies to be remedied.
- c. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work (Exhibit E).

D. Resident Project Representative shall not have the authority to:

- 1. Except as may be approved or directed by the Engineer, authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
- 2. Exceed limitations of Engineer's authority as set forth in this Agreement.
- 3. Undertake any of the responsibilities of Contractor, Subcontractors or Suppliers.
- 4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work.
- 5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.

6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept shop drawing or sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy the Project in whole or in part.

**NOTICE OF ACCEPTABILITY OF WORK  
INSTRUCTIONS FOR RETAINAGE RELEASE**

PROJECT:

OWNER:

CONTRACTOR:

OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION:

EFFECTIVE DATE OF THE CONSTRUCTION CONTRACT:

ENGINEER:

NOTICE DATE:

To: \_\_\_\_\_

Owner

And To: \_\_\_\_\_

Contractor

From: \_\_\_\_\_

Engineer

The Engineer hereby gives notice to the above Owner and Contractor that the completed Work furnished and performed by Contractor under the above Contract is acceptable, expressly subject to the provisions of the related Contract Documents, the Agreement between Owner and Engineer for Professional Services dated \_\_\_\_\_, \_\_\_\_\_, and the terms and conditions set forth in this Notice.

By: \_\_\_\_\_

Exceptions (if any):

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

**CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK**

The Notice of Acceptability of Work ("Notice") is expressly made subject to the following terms and conditions to which all those who receive said Notice and rely thereon agree:

1. This Notice is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. This Notice reflects and is an expression of the professional judgment of Engineer.
3. This Notice is given as to the best of Engineer's knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor's work) under Engineer's Agreement with Owner and under the Construction Contract referred to in this Notice, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Agreement and Construction Contract.
5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract referred to in this Notice, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Contract Documents.

## INSTRUCTIONS FOR RETAINAGE RELEASE

Based on the Notice of Acceptability of Work, and acceptable final payment request based on section 14.07 of the EJCDC Standard General Conditions, the Engineer hereby recommends final payment to the Contractor.

Upon formal acceptance of the project by [City/Town Council, Board, Commissioners], the Engineer will complete and submit the attached Notice of Completion of Public Works Project to the Washington State Employment Security Department, Department of Revenue, and Department of Labor & Industries.

Upon receipt of the required closeout documentation indicated below, and subject to any exceptions or comments stated above, the Engineer recommends release of Contractor final payment and notification to the Contractor of the date of completion and one-year guaranty period.

Owner must be in receipt of the following closeout documentation required prior to the Release of Retainage:

1. Affadavit of Wages Paid from prime Contractor and all subcontractors (submitted to and approved by WA State Dept. of Labor & Industries)
2. Certificate of Payment of Contribution, Penalties and Interest on Public Works Contract (issued by Employment Security Dept. ).
3. Certificate of Payment of State Excise Taxes by Public Works Contradector (issued by Dept. of Revenue)
4. Certificate of Release Letter (issued by L&I – ensures that workers' compensation premiums have been properly reported and paid, per RCW 60.28.011)
5. Release of Lien by Contractor or Subcontractor (shall be completed prior to Final Payment)

## **Insurance**

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Paragraph 6.04 of the Agreement is supplemented to include the following agreement of the parties.

### **G6.04 Insurance**

A. The limits of liability for the insurance required by Paragraph 6.04.A and 6.04.B of the Agreement are as follows:

#### **1. By Engineer:**

a. Workers' Compensation:	Statutory
b. Employer's Liability --	
1) Each Accident:	<u>\$1,000,000</u>
2) Disease, Policy Limit:	<u>Included</u>
3) Disease, Each Employee:	<u>Included</u>
c. General Liability --	
1) Each Occurrence (Bodily Injury and Property Damage):	<u>\$1,000,000</u>
2) General Aggregate:	<u>\$2,000,000</u>
d. Excess or Umbrella Liability --	
1) Each Occurrence:	<u>None</u>
2) General Aggregate:	<u>None</u>
e. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage):	
Each Accident	<u>\$1,000,000</u>
f. Professional Liability --	
1) Each Claim Made	<u>\$2,000,000</u>
2) Annual Aggregate	<u>\$2,000,000</u>
g. Other (specify):	<u>None</u>

#### **2. By Owner:**

a. Workers' Compensation:	Statutory
b. Employer's Liability --	
1) Each Accident	\$_____
2) Disease, Policy Limit	\$_____
3) Disease, Each Employee	\$_____
c. General Liability --	

1) General Aggregate: \$ \_\_\_\_\_  
2) Each Occurrence (Bodily Injury and Property Damage): \$ \_\_\_\_\_

d. Excess Umbrella Liability --  
1) Each Occurrence: \$ \_\_\_\_\_  
2) General Aggregate: \$ \_\_\_\_\_

e. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage):  
Each Accident: \$ \_\_\_\_\_

f. Other (specify): \$ \_\_\_\_\_

B. *Additional Insureds:*

1. The following persons or entities are to be listed on Owner's general liability policies of insurance as additional insureds, and on any applicable property insurance policy as loss payees, as provided in Paragraph 6.04.B:

a. Varela & Associates, Inc.  
Engineer

b. \_\_\_\_\_  
Engineer's Consultant

c. \_\_\_\_\_  
Engineer's Consultant

2. During the term of this Agreement the Engineer shall notify Owner of any other Consultant to be listed as an additional insured on Owner's general liability and property policies of insurance.
3. The Owner shall be listed on Engineer's general liability policy as provided in Paragraph 6.04.A.

## Special Provisions

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1. The Agreement is/are amended to include the following agreement(s) of the parties:

E-500 Agreement section 6.01 G:

The parties hereby mutually agree that the general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (EJCDC C-700, 2007 or 2013 Editions), as may be revised by Engineer and/or Owner's legal advisor.

2. The following are attached and shall become a part of this Agreement.

- a. **Attachment J-1:** Conditions of Site Investigation, Hydrogeological and Geotechnical Related Engineering Services

**ATTACHMENT J-2**  
**CONDITIONS OF SITE INVESTIGATION**  
**AND/OR HYDROGEOLOGICAL**  
**AND/OR GEOTECHNICAL RELATED ENGINEERING SERVICES**

**GENERAL**

GEOTECHNICAL ENGINEER, as used in this Attachment, shall refer to the ENGINEER's Geotechnical and Hydrogeologic Subconsultant(s). The scope of site investigation, and/or hydrogeological, and/or geotechnical related services to be provided by the ENGINEER and/or GEOTECHNICAL ENGINEER shall be as specified in the Agreement and other Attachments. This scope may include subsurface exploration, if indicated in the Agreement or other attachments. The provisions of this attachment, as well as the Agreement and other attachments, shall apply whether the ENGINEER subcontracts drilling or other subsurface exploration to the GEOTECHNICAL ENGINEER or a drilling contractor, or if the GEOTECHNICAL ENGINEER subcontracts such work, or if subsurface exploration is performed by the OWNER or OWNER's contractor.

**STANDARD OF CARE**

OWNER recognizes that subsurface conditions may vary from those observed at locations where borings, surveys, or explorations are made, and that site conditions may change with time. Data, interpretations, and recommendations by ENGINEER and GEOTECHNICAL ENGINEER will be based solely on information available to them. Despite the use of due professional care, these limitations will result in some level of uncertainty and risk regarding the interpretation of subsurface conditions.

Services performed by ENGINEER and GEOTECHNICAL ENGINEER under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the geotechnical engineering profession practicing contemporaneously under similar conditions in the locality of the project. No other warranty, expressed or implied, is made.

**UNDERGROUND FACILITIES, SITE DISTURBANCE**

OWNER and/or others are responsible for accurately delineating the locations of all subterranean structures and utilities. GEOTECHNICAL ENGINEER will take reasonable precautions to avoid known and located subterranean structures and utilities, and OWNER waives any claim against ENGINEER and GEOTECHNICAL ENGINEER, and agrees to defend, indemnify, and hold ENGINEER and GEOTECHNICAL ENGINEER harmless from any claim or liability for injury or loss, including costs of defense, arising from damage done to, or as a result of, subterranean structures and utilities not identified or accurately located.

GEOTECHNICAL ENGINEER will take reasonable precautions to minimize damage to the site, but it is understood by OWNER that, in the normal course of work, some damage may occur and the correction of such damage is not part of this Agreement unless so specified elsewhere in this Agreement.

**DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS**

OWNER represents that OWNER has made a reasonable effort to evaluate if hazardous materials are on or near the project site, and that OWNER has informed ENGINEER of OWNER's findings relative to the possible presence of such materials.

Hazardous materials may exist at a site where there is no reason to believe they could or should be present. ENGINEER and OWNER agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. ENGINEER and OWNER also agree that the discovery of unanticipated hazardous materials may make it necessary for ENGINEER or GEOTECHNICAL ENGINEER to take immediate measures to protect health and safety.

OWNER agrees to compensate ENGINEER and/or GEOTECHNICAL ENGINEER for any equipment decontamination or other costs incident such measures.

GEOTECHNICAL ENGINEER will notify OWNER when unanticipated hazardous materials or suspected hazardous materials are encountered. OWNER agrees to make any disclosures required by law to the appropriate governing agencies. OWNER also agrees to hold ENGINEER and GEOTECHNICAL ENGINEER harmless for any and all consequences of such disclosures. In the event the project site is not owned by OWNER, OWNER recognizes that it is OWNER's responsibility to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardous materials.

Notwithstanding any other provision of the Agreement, OWNER waives any claim against ENGINEER and GEOTECHNICAL ENGINEER and, to the maximum extent permitted by law, agrees to defend, indemnify, and save ENGINEER and GEOTECHNICAL ENGINEER harmless from any claim, liability, and/or defense costs for injury or loss arising from discovery of unanticipated hazardous materials or suspected hazardous materials, including, but not limited to, any costs created by delay of the project and any cost associated with possible reduction of the property's value.

OWNER will be responsible for ultimate disposal of any samples secured by GEOTECHNICAL ENGINEER which are found to be contaminated.