

Welcome to tonight's City Council meeting!

The elected officials of the City of Bonners Ferry are appreciative of an involved constituency. Testimony from the public is encouraged concerning issues when addressed under the Public Hearing portion of the agenda. Any individual who wishes may address the council on any issue, whether on the agenda or not, during the Public Comments period. Normal business will preclude public participation during the business portion of the meeting with the discretion left to the Mayor and Council.

Vision Statement

Bonners Ferry, "The Friendliest City", strives to achieve balanced growth, builds on community strengths, respects natural resources, promotes excellence in Government, and values quality of life.

**AGENDA
CITY COUNCIL MEETING
Bonners Ferry City Hall
7232 Main Street
267-3105
December 2, 2014
7:00 p.m.**

PLEDGE OF ALLEGIANCE

PUBLIC HEARING

Fee Increase Hearing for Water and Sewer Rates

PUBLIC COMMENTS

Each speaker will be allowed a maximum of five minutes, unless repeat testimony is requested by the Mayor/Council

GUESTS

REPORTS

Police/Fire/City Administrator/Economic Development Coordinator/Urban Renewal District

CONSENT AGENDA

1. Call to Order/Roll Call
2. Approval of Bills and Payroll
3. Treasurer's Report
4. Approval of November 18, 2014 Council Meeting Minutes and November 21, 2014 Special Council Meeting Minutes

OLD BUSINESS

5. Water – Authorize Mayor to Sign Master Agreement with Welch Comer & Associates for Water System Improvements (attachment)
6. Water – Authorize Mayor to Sign Amendment No. 1 to Owner-Engineer Agreement with Welch Comer & Associates for New Water Tank Engineering (attachment)

NEW BUSINESS

7. Water/Sewer – Discuss and Approve Water and Sewer Rates
8. City – Approve Catering Permit for Shelly Yount dba Under the Sun for the Art Exhibit at Soul Shine on December 5, 2014 (attachment)

9. Planning and Zoning – Affirm Mayor's Appointment of Chris Rawlings as Planning and Zoning Member with Term to Expire December, 31, 2015 (attachment)
10. Planning and Zoning – Reappoint Brad Hanson, Glenda Poston, Dave Gray, and Andy Howe as Planning and Zoning Members for the Term January 1, 2013 to December 31, 2017
11. Planning and Zoning – Reappoint Sue Larson and Wally Cossairt as Planning and Zoning Members for the Term January 1, 2011 to December 31, 2015
12. City – First Reading of Ordinance Amending Bonners Ferry City Code Section 1-6-3 Increasing Monthly Salary Amounts for Mayor and City Council Members (attachment)
13. Fire – Authorize Mayor to Sign Mutual Aid Agreement between Paradise Valley Fire District and City of Bonners Ferry (attachment)
14. Fire – Authorization to go out for Bid for Addition to Fire Station 2 (attachment)
15. Electric – Award Construction of Overhead Crane for Power Plant Unit 2 to Cushman Welding and Machine (attachment)
16. Police – Discuss Pay Rate for Police Lieutenant (attachment)

EXECUTIVE SESSION PURSUANT TO IDAHO CODE 67-2345, SUBSECTION 1

- (a) Consider hiring a public officer, employee, staff member or individual agent.
- (b) Consider the evaluation, dismissal or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member or individual agent, or public school student.
- (c) Conduct deliberations concerning labor negotiations or to acquire an interest in real property which is not owned by a public agency.
- (d) Consider records that are exempt from disclosure as provided in chapter 3, title 9, Idaho Code.
- (e) Consider preliminary negotiations involving matters of trade or commerce in which the governing body is in competition with governing bodies in other states or nations.
- (f) Communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated.
- (g) Engage in communications with a representative of the public agency's risk manager or insurance provider to discuss the adjustment of a pending claim or prevention of a claim imminently likely to be filed.

ADJOURNMENT

NEXT MEETING DATE

INFORMATION

17. Electric – ICUA Winter Conference in Boise January 12 through January 14, 2015

Notice
Fee Increase Hearing

The City of Bonners Ferry will meet on December 2, 2014 at 7:00 p.m. in the City Hall Council Chamber, 7232 Main Street, Bonners Ferry, Idaho, for the purpose of taking public testimony regarding the new/increased fees listed below and to explain the reasons for such fees or increases. The following items will be considered:

Sewer Proposed Rate Increase is 15%

	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019
Base Charge	\$24.84/EDU	\$28.05/EDU	\$31.26/EDU	\$34.47/EDU	\$37.68/EDU

The reasons for the proposed sewer rate increases are to cover the costs of operating the system, capital improvement costs, build up a reserve, and to meet regulatory requirements mandated by Idaho Department of Environmental Quality and United States Environmental Protection Agency.

Water Residential Class Proposed Rate Increase will not be greater than 5.3%

	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019
Base Charge	44.40	46.77	49.27	51.89	54.66
Excess Charge	0.01779/cf	0.01868/cf	0.01961/cf	0.02059/cf	0.02162/cf

Water Commercial Class Proposed Rate Increase will not be greater than 8.2 %

	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019
Base Charge					
<1"	45.61	49.35	53.40	57.78	62.52
1"	45.61	49.35	53.40	57.78	62.52
1.5"	110.62	119.69	129.50	140.12	151.61
2"	143.11	154.85	167.55	181.29	196.16
3"	185.02	200.19	216.61	234.37	253.59
4"	364.17	394.03	426.34	461.30	499.13
Excess Charge	0.01796/cf	0.01904/cf	0.02018/cf	0.02139/cf	0.02267/cf

The small commercial users would see an additional rate increase if the cubic foot allowance is reduced similar to the large commercial customers.

Establish a new rate schedule for multi-dwelling accounts (apartments, duplexes served from a single meter). Under the New Rate Class each unit would be treated as a Residential customer with a monthly Base Charge and a 1,200cf allowance.

The reasons for the proposed water rate increases are to cover maintenance and operation costs of the system, capital improvement costs, build a reserve, and to meet regulatory requirements mandated by Idaho Department of Environmental Quality and United States Environmental Protection Agency.

Any person requiring a special accommodation due to a disability condition should contact the Bonners Ferry City Clerk at (208) 267-3105. This contact should be made at least two days prior to the hearing.

Please publish: November 20, 2014
November 26, 2014

RECEIVED

NOV 17

CITY OF BONNERS FERRY

Robert & Amy Bridges
6903 LaBrosse Hill St.
Bonners Ferry, ID 83805

November 12, 2014

Bonners Ferry City Council
P. O. Box 149
Bonners Ferry, ID 83805


Dear Council Members:

We recently moved to the Bonners Ferry area and have been faithfully paying our water, sewer and electric bill generated by the city. We understand that currently there is a proposal to raise the water rates by approximately 5% and sewer rates by as much as 15% a year for the next five years. While we understand the need to update, improve and maintain water and sewer facilities these rate increases seem excessive.

Due to family health issues in another state, many months we are here for only a short time, and yet our water and sewer bills remain the same, no matter our usage. The base rate for these items is already quite high. Other communities in Idaho of the same size, and in neighboring states, have developed a more equitable way of charging for these services: a lower base rate, with increasing per unit rates for high usage. Additionally, sewage rates should be tied to water usage. Could you perhaps consider this as an alternative? Those of us on fixed incomes, and who are just naturally thrifty, find it hard to cope with the concept of what will amount to a 75% increase in sewer in 2019 from the 2014 rate, and a 25% increase in the water rates in 2019 over today's rates. And since this is not based on usage, there is no way to conserve to keep the bill manageable.

We appreciate your consideration of this matter, and hope that a decision will be made that reflects a less onerous burden on the rate payers.

Sincerely,


Robert and Amy Bridges

November 4, 2014

TO: Stephen Boorman
FROM: Kelly Tarp
SUBJECT: Proposed Rates - DRAFT

Based on the Council decisions and feedback from City staff, the following draft rates have been developed.

Water Utility

The City Council approved the new reserve policy. Therefore, rates were designed based on the following assumptions. The proposed Water rates have been designed to increase annually over the 5 year period of FY 2015 to FY 2019.

- Level of Reserves
 - Policy sets target reserve fund at \$1.4 million
 - Currently reserve fund contains \$0.5 million
 - Build reserve fund over the next 10 years
 - Use Water Fund for rate stabilization in first three years

- Inside/Outside City Rates
 - Do not implement Inside/Outside City rates.

570 Kirkland Way, Suite 100
Kirkland, Washington 98033

Telephone: 425 889-2700

Facsimile: 425 889-2725

A registered professional engineering corporation with offices in
Kirkland, WA and Portland, OR

November 4, 2014

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Residential Class

The Residential class revenues will increase at a rate of 5 percent per year over the next 5 years. Two options are presented in the tables below. The first applies a flat 5 percent increase to both the Base Charge and Excess Charge. The second option applies the full revenue increase to the Base Charge only. This results in a 5.3 percent increase to the Base Charge.

Water Utility Proposed Rates – Residential					
Option 1					
5 percent Increase to Base and Excess Charges					
Residential	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019
Base Charge	(0-1200cf)	(0-1200cf)	(0-1200cf)	(0-1200cf)	(0-1200cf)
<1"	44.26	46.27	48.80	51.24	53.80
1"	44.26	46.27	48.80	51.24	53.80
1.5"	80.59	84.62	88.85	93.29	97.96
Excess Charge	0.01779/cf	0.01868/cf	0.01961/cf	0.02059/cf	0.02162/cf

Water Utility Proposed Rates					
Option 2					
5 percent Increase Overall = 5.3 percent to Base Charges					
Residential	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019
Base Charge	(0-1200cf)	(0-1200cf)	(0-1200cf)	(0-1200cf)	(0-1200cf)
<1"	44.40	46.77	49.27	51.89	54.66
1"	44.40	46.77	49.27	51.89	54.66
1.5"	80.85	85.16	89.71	94.49	99.54
Excess Charge	0.01694/cf	0.01694/cf	0.01694/cf	0.01694/cf	0.01694/cf

Commercial Classes

The Commercial class revenues will increase at a rate of 6 percent per year over the next 5 years. Two options are presented in the tables below. The first applies a flat 6 percent increase to both the Base Charge and Excess Charge. The second option applies the full increase to the Base Charge only. This results in an 8.2 percent increase to the Base Charge. The Commercial rate assumes customers retain current cf included in the Base Charge.

Water Utility Proposed Rates – Commercial					
Option 1					
6 percent Increase to Base and Excess Charges					
	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019
Base Charge					
<1"	44.68	47.36	50.20	53.21	56.40
1"	44.68	47.36	50.20	53.21	56.40
1.5"	108.37	114.87	121.76	129.07	136.81
2"	140.20	148.61	157.53	166.98	177.00
3"	181.26	192.14	203.67	215.89	228.84
4"	356.76	378.17	400.86	424.91	450.40
Excess Charge	0.01796/cf	0.01904/cf	0.02018/cf	0.02139/cf	0.02267/cf

Water Utility Proposed Rates – Commercial					
Option 2					
6 percent Increase Overall = 8.2 percent to Base Charges					
	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019
Base Charge					
<1"	45.61	49.35	53.40	57.78	62.52
1"	45.61	49.35	53.40	57.78	62.52
1.5"	110.62	119.69	129.50	140.12	151.61
2"	143.11	154.85	167.55	181.29	196.16
3"	185.02	200.19	216.61	234.37	253.59
4"	364.17	394.03	426.34	461.30	499.13
Excess Charge	0.01694/cf	0.01694/cf	0.01694/cf	0.01694/cf	0.01694/cf

Additional rate design options to consider include:

- Combining the small and large commercial customer classes and selecting the volume to be included in the Base Charge (0cf, 200cf, 1000cf). The small commercial users would see an additional rate increase if the cf allowance is reduced similar to the large commercial customers.
- New rate schedule for multi-dwelling accounts (apartments, duplexes served from a single meter)? The table below is an analysis using historic billing information from 39 commercial customers. Current rate revenues and allowances were calculated based on the rate class codes provided. The New Rate Class assumed each unit would be treated as a Residential customer with a Base Charge a 1,200cf allowance.

November 4, 2014

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Multi-Dwelling Rate Monthly Revenue Estimate Using Historic Winter Data and Current Rates¹ (FY 2013)				
	Current Rates	Assumptions	New Rate Class	Assumptions
Base Charge				
Customers/mo	39	meters	280	units
Revenue	\$2,749	Actual rev.	\$11,802	\$42.15/cust.
Excess Charge				
Monthly Cubic Feet	100,797	Winter avg.	100,797	Winter Avg.
Base Cubic Feet	25,200	Actual cf/mo	336,000	1,200cf/cust
Excess Revenue	\$1,281	\$0.01694/cf	\$0	\$0.01694/cf
Total Revenue (avg winter month)	\$4,030		\$11,802	

1. Current rates used for illustrative purposes

Sewer Utility

The City Council approved the new reserve policy, however did not make a final decision on capital funding. Therefore, rates were designed based on the following assumptions. The proposed Sewer rates have been designed to increase annually over the 5 year period of FY 2015 to FY 2019.

- **Level of Reserves**
 - Policy sets target reserve fund at \$1.0 million
 - Currently reserve fund contains \$0.5 million
 - Build reserve fund over the next 10 years at \$50,000/year.
 - Use Sewer Fund for rate stabilization in first three years
- **Capital Improvement Budget / Financing**
 - Budget includes \$3.0 million in near term treatment facility improvements. Assume debt financed.
 - Budget includes \$3.75 million in additional projects to be completed over the next 20 years. Assume rate financed at \$200,000/year.
- **Inside/Outside City Rates**
 - Do not implement Inside/Outside City rates.
- **EDU Definition**
 - Change the definition of 1 EDU to 4,500 gallons in 2015

The City's current sewer rates are based on 6,000 gallons per EDU. This value is

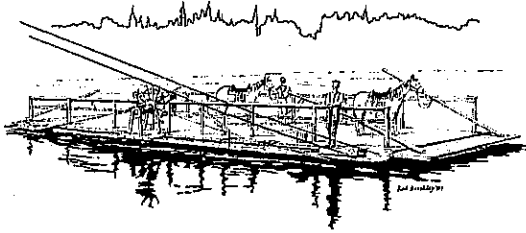
November 4, 2014

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representative of the average of the five winter months for a residential customer. Over time this number will change, due to customer conservation efforts and the adoption of new technologies. Looking at the same five winter months in FY 2013, the average residential customer used 4,500 gallons. Each Residential customer is charged for 1 EDU regardless of their actual winter water use. Changing the definition would reduce the impact to the Residential customers by collecting additional revenues from the Commercial classes.

One rate option was developed for the Sewer Utility to collect an additional 15.0 percent per year overall. Residential rates increase by \$3.21/EDU/year each year over the five year period FY 2015 to FY 2019. In 2015 the definition of EDU is adjusted to 1 EDU = 4,500 gallons. Commercial rates remain fixed in 2015 at the current rate of \$21.63/EDU and increase by \$4.01/EDU/year over the four period FY 2016 to FY 2019. Rates will be the same for all classes by FY 2019.

Sewer Proposed Rates 15.0% Overall Increase					
	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019
Base Charge	\$/EDU	\$/EDU	\$/EDU	\$/EDU	\$/EDU
Residential	\$24.84/EDU	\$28.05/EDU	\$31.26/EDU	\$34.47/EDU	\$37.68/EDU
Small Commercial	\$21.63/EDU	\$25.64/EDU	\$29.66/EDU	\$33.67/EDU	\$37.68/EDU
Commercial	\$21.63/EDU	\$25.64/EDU	\$29.66/EDU	\$33.67/EDU	\$37.68/EDU
Industrial	\$21.63/EDU	\$25.64/EDU	\$29.66/EDU	\$33.67/EDU	\$37.68/EDU
Inter-departmental	\$21.63/EDU	\$25.64/EDU	\$29.66/EDU	\$33.67/EDU	\$37.68/EDU



MEMO

CITY OF BONNERS FERRY
CITY ADMINISTRATOR

Date: 14 March 2008
To: City Council
From: Stephen Boorman, City Administrator
Subject: Welch Comer Contract.

This memo is to recommend that the City enter into the attached contract with Welch Comer Engineering. The first part is the Master Agreement which renews the one we signed with Welch Comer in 2005. The second part is a task order for the design of the new tank.

STB

AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES

BETWEEN

Welch Comer & Associates, Inc.
&
City of Bonners Ferry, Idaho

FOR THE

Water System Improvements

November, 2014



350 E. Kathleen Avenue • Coeur d'Alene, Idaho 83815
(208) 664-9382 • (208) 664-5946 Fax

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

Prepared by

EJCDC
ENGINEERS JOINT CONTRACT
DOCUMENTS COMMITTEE

Issued and Published Jointly by

ACEC
AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASCE
AMERICAN SOCIETY OF CIVIL ENGINEERS



**National Society of
Professional Engineers®**

This Agreement has been prepared for use with EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition. Their provisions are interrelated, and a change in one may necessitate a change in the other. For guidance on the completion and use of this Agreement, see EJCDC® E-001, Commentary on the EJCDC Engineering Services Agreements, 2013 Edition.

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AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of _____ (“Effective Date”) between

City of Bonners Ferry, Idaho (“Owner”) and

Welch Comer & 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”).

Other terms used in this Agreement are defined in Article 7.

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

Complete improvements identified within the 2005 Master Plan and subsequent Amendments prepared under the Agreement between Welch Comer & Associates, Inc. and the City of Bonners Ferry, Idaho dated August 16, 2005.

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 Article 4 and Exhibit C.
- C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:
 - 1. any development that affects the scope or time of performance of Engineer's services;

2. the presence at the Site of any Constituent of Concern; or
3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities 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.

3.02 *Time for Completion*

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services, 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 or Engineer's services, 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, as its sole remedy, to the recovery of direct damages, if any, 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 30 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 30 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 disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.
- D. *Sales or Use Taxes:* If after the Effective Date any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; 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*

- A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity 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, then Owner agrees to obtain an independent cost estimate.

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 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 tabulating the various categories that 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 warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.
- 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 retain 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. Engineer shall comply with any and all policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, 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. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
 - a. changes after the Effective Date to Laws and Regulations;
 - b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures;
 - c. changes after the Effective Date to Owner-provided written policies or procedures.
- F. Engineer shall not be required to sign any document, 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 document.

- G. The general conditions for any construction contract documents prepared hereunder are to be EJCDC® C-700 "Standard General Conditions of the Construction Contract" (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise in Exhibit J or elsewhere in this Agreement.
- H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's 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 Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's, failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.
- K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- L. Engineer's services do not include providing legal advice or representation.
- M. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- N. While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the 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 Construction Contract Documents, review and response to Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services. Owner waives all claims against the Engineer that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in Exhibit A.

6.03 *Use of Documents*

- A. All Documents are instruments of service, 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. If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.
- C. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project. 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 due and owing for all services relating to preparation of the Documents, and 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.
- D. 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 *Electronic Transmittals*

- A. Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- B. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

6.05 *Insurance*

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G. 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. Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability 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, 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 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, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer or its Consultants. Owner and Engineer waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Project. Owner and Engineer shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.

- 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 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.
- 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.

6.06 *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.
- 2. *By Engineer:* Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraph 4.02.B, or in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.D.

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, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.D.
 - 3) Engineer shall have no liability to Owner on account of such termination.
 - c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.06.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, by Owner effective upon Engineer's receipt of notice from Owner.
- C. *Effective Date of Termination:* The terminating party under Paragraph 6.06.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 6.06, 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.
 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 6.06.D.1, to invoice Owner and receive 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.

6.07 *Controlling Law*

- A. This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located.

6.08 *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 6.08.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, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated 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 Constructor, other third-party 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 6.08.C shall appear in the Construction Contract Documents.

6.09 *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 at law.
- B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.09.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 at law.

6.10 *Environmental Condition of Site*

- A. Owner represents to Engineer that as of the Effective Date to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.
- B. 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.
- C. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.
- D. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial

action beyond that reasonably contemplated is needed to address a disclosed or known Constituent 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 such portion of the Project is no longer affected.

- 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 seven 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.

6.11 *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer:* To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment 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. This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."
- 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."
- C. *Environmental Indemnification:* To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorneys fees and expenses) 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, damages, action, or judgment 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. *No Defense Obligation:* The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.
- E. *Percentage Share of Negligence:* To the fullest extent permitted by Laws and Regulations, 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.
- F. *Mutual Waiver:* To the fullest extent permitted by Laws and Regulations, 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 this Agreement or the Project, from any cause or causes.

6.12 *Records Retention*

- A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

6.13 *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 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 Laws and Regulations, 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 definitions:
1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
 2. *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.
 3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
 4. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
 5. *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.
 6. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
 7. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.
 8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that 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. §§5501 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.; or (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.

9. *Construction Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
10. *Construction Contract Documents*—Those items designated as "Contract Documents" in the Construction Contract, and which together comprise the Construction Contract.
11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
12. *Construction Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.
13. *Construction Cost*—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. 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 property; 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. Construction Cost is one of the items comprising Total Project Costs.
14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
15. *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.
16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.
17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables,

whether in printed or electronic format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.

18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *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.
20. *Engineer*—The individual or entity named as such in this Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
22. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
23. *Owner*—The individual or entity named as such in this Agreement and for which 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.
24. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.
25. *Record Drawings*—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer as an Additional Service and based 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.
26. *Reimbursable Expenses*—The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic Services and Additional Services for the Project.
27. *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. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.
28. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.

29. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
30. *Site*—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
31. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
32. *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.
33. *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 Construction 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.
34. *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 a Subcontractor.
35. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, 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.
36. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.

37. *Work Change Directive*—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.
- B. *Day*.
1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

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.
- 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.
- I. Exhibit I, Limitations of Liability.
- J. Exhibit J, Special Provisions. – NOT INCLUDED
- K. Exhibit K, Amendment to Owner-Engineer Agreement.

8.02 *Total Agreement*

- A. This Agreement, (together with the exhibits included 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 written instrument duly executed by both parties. Amendments should be based whenever possible 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 this Agreement 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 anything 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.

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

Owner City of Bonners Ferry, Idaho

Engineer: Welch Comer & Associates, Inc.

By: _____
Print Name David Anderson
Title: Mayor
Date Signed: _____

By: _____
Print Name: Steven B. Cordes, P.E.
Title: Vice-President
Date Signed: _____

Firm's Certificate No. 276-Corp
State of: Idaho

Address for Owner's receipt of notices:

Address for Engineer's receipt of notices:

P.O. Box
Bonners Ferry, ID 83805

350 E. Kathleen Avenue
Coeur d'Alene, ID 83815

Designated Representative (Paragraph 8.03.A)

Designated Representative (Paragraph 8.03.A)

Title: _____
Phone Number: _____
E-Mail Address: _____

Necia Maiani, P.E.
Title: Sr. Project Manager
Phone Number: _____
E-Mail Address: nmaiani@welchcomer.com

This is EXHIBIT A, consisting of 16 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated November, 2014.

Engineer's Services

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

Engineer shall provide Basic and Additional Services as set forth below.

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, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.
 - a. If Owner has already identified one or more potential solutions to meet its Project requirements, then proceed with the study and evaluation of such potential solutions: TBD
 - b. If Owner has not identified specific potential solutions for study and evaluation, then assist Owner in determining whether Owner's requirements, and available data, reports, plans, and evaluations, point to a single potential solution for Engineer's study and evaluation, or are such that it will be necessary for Engineer to identify, study, and evaluate multiple potential solutions.
 - c. If it is necessary for Engineer to identify, study, and evaluate multiple potential solutions, then identify TBD alternative solutions potentially available to Owner, unless Owner and Engineer mutually agree that some other specific number of alternatives should be identified, studied, and evaluated.
2. Identify potential solution(s) to meet Owner's Project requirements, as needed.
3. Study and evaluate the potential solution(s) to meet Owner's Project requirements.
4. Visit the Site, or potential Project sites, to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Study and Report Phase.
5. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Project-related data and information, for Engineer's use in the study and evaluation of potential solution(s) to Owner's Project requirements, and preparation of a related report.

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6. After consultation with Owner, recommend to Owner the solution(s) which in Engineer's judgment meet Owner's requirements for the Project.
 7. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project to be designed or specified by Engineer, including but not limited to mitigating measures identified in an environmental assessment for the Project.
 8. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and Engineer's recommended solution(s). 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 tabulation of other items and services included within the definition of Total Project Costs.
 9. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B, for use in Project design, or in preparation for Contractor selection and construction.
 10. If requested to do so by Owner, assist Owner in identifying opportunities for enhancing the sustainability of the Project, and pursuant to Owner's instructions plan for the inclusion of sustainable features in the design.
 11. Perform or provide the following other Study and Report Phase tasks or deliverables: TBD
 12. Furnish TBD review copies of the Report and any other Study and Report Phase deliverables to Owner within TBD days of the Effective Date and review it with Owner. Within TBD days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.
 13. Revise the Report and any other Study and Report Phase deliverables in response to Owner's comments, as appropriate, and furnish TBD copies of the revised Report and any other Study and Report Phase deliverables to the Owner within TBD 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 Engineer has delivered to Owner the revised Report and any other Study and Report Phase deliverables.

A1.02 Preliminary Design Phase

- A. After acceptance by Owner of the Report and any other Study and Report Phase deliverables; selection by Owner of a recommended solution; issuance by Owner of any instructions of for use of Project Strategies, Technologies, and Techniques, or for inclusion of sustainable features in the design; and indication by Owner of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner, (1) Engineer and Owner shall discuss and resolve any

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necessary revisions to Engineer's compensation (through application of the provisions regarding Additional Services, or otherwise), or the time for completion of Engineer's services, resulting from the selected solution, related Project Strategies, Technologies, or Techniques, sustainable design instructions, or specific modifications to the Project, and (2) 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. In preparing the Preliminary Design Phase documents, use any specific applicable Project Strategies, Technologies, and Techniques authorized by Owner during or following the Study and Report Phase, and include sustainable features, as appropriate, pursuant to Owner's instructions.
3. Provide necessary field surveys and topographic and utility mapping for Engineer's design purposes. Utility mapping will include Engineer contacting utility owners and obtaining available information.
4. Visit the Site as needed to prepare the Preliminary Design Phase documents.
5. 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.
6. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.
7. Obtain and review Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Also obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents or content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable.
8. Perform or provide the following other Preliminary Design Phase tasks or deliverables: TBD
9. Furnish TBD review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner within TBD days of authorization to proceed with this

phase, and review them with Owner. Within TBD days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.

10. Revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner TBD copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables within TBD days after receipt of Owner's comments.

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

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 Preliminary Design Phase 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. Visit the Site as needed to assist in preparing the final Drawings and Specifications.
 3. 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; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.
 4. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.
 5. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.
 6. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.
 7. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.

8. Perform or provide the following other Final Design Phase tasks or deliverables:
TBD
 9. Furnish for review by Owner, its legal counsel, and other advisors, TBD copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, within TBD days of authorization to proceed with the Final Design Phase, and review them with Owner. Within TBD days of receipt, Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.
 10. Revise the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with comments and instructions from the Owner, as appropriate, and submit TBD final copies of such documents to Owner within TBD 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 Engineer has delivered to Owner the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables.
- 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 TBD. 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 final Drawings and Specifications, other Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement 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, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.
 2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.
 3. Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.
 4. Consult with Owner as to the qualifications of prospective contractors.
 5. Consult with Owner as to the qualifications of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.
 6. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement documents) prior to award of contracts for the Work. Services under this paragraph are subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.
 7. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.
 8. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.
 9. Perform or provide the following other Bidding or Negotiating Phase tasks or deliverables: TBD
- 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 shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction

Contract (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, or other construction general conditions specified in this Agreement. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional. 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.
3. *Selection of Independent Testing Laboratory*: Assist Owner in the selection of an independent testing laboratory to perform the services identified in Exhibit B, Paragraph B2.01.
4. *Pre-Construction Conference*: Participate in a pre-construction conference prior to commencement of Work at the Site.
5. *Electronic Transmittal Protocols*: If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with Owner and Contractor jointly develop such protocols for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.
6. *Original Documents*: If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.
7. *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.
8. *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.

9. *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 the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction 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 Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.
 - b. The purpose of Engineer's visits to the Site, 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 Construction 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 Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.
10. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.
11. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set

forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.

12. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.
13. *Non-reviewable Matters:* If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.
14. *Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.
15. *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.
16. *Differing Site Conditions:* Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use.
17. *Shop Drawings, Samples, and Other Submittals:* Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction 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.
18. *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.
19. *Inspections and Tests:*

- a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction 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 Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.
 - b. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.
 - c. Pursuant to the terms of the Construction Contract, require special inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.
20. *Change Proposals and Claims:* (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.
21. *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. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. 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 Construction 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 Construction 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 the Work. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).
 - b. By recommending 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. 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 the Work, 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 money paid to Contractor by Owner; to determine that title to any portion of the Work, including 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.

22. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Paragraph A1.05.A.17. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.
23. *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 Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.
24. *Other Tasks:* Perform or provide the following other Construction Phase tasks or deliverables: TBD
25. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor in the form attached hereto as Exhibit E ("Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of the Notice and Paragraph A1.05.A.21.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.

26. *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.
- 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.D, 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.

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, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.
 2. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.
 3. Perform or provide the following other Post-Construction Phase tasks or deliverables: TBD
- 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 provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit C.
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 existing conditions or facilities, to conduct tests or investigations of 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 the Project's 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 Construction 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 agreed to in Paragraph A1.01.A.1 and 2.
 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, including services in support of building information modeling or civil integrated management.
 7. Undertaking investigations and studies including, but not limited to:
 - a. detailed consideration of operations, maintenance, and overhead expenses;
 - b. the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering and technical aspects of the Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;
 - c. preparation of appraisals;
 - d. evaluating processes available for licensing, and assisting Owner in obtaining process licensing;
 - e. detailed quantity surveys of materials, equipment, and labor; and

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- f. audits or inventories required in connection with construction performed or furnished by Owner.
8. Furnishing services of Consultants for other than Basic Services.
9. Providing data or services of the types described in Exhibit B, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.
10. Providing the following services:
 - a. Services attributable to more prime construction contracts than specified in Paragraph A1.03.D.
 - b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.
11. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services (Part 1 of Exhibit A).
12. 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 documents as a result of such review processes.
13. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.
14. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services required by Paragraph 5.02.A and Exhibit F.
15. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.
16. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.
17. Preparing Record Drawings, and furnishing such Record Drawings to Owner.
18. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.

19. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.
20. Preparation of operation, maintenance, and staffing manuals.
21. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).
22. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.
23. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.
24. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, lien or bond claim, or other legal or administrative proceeding involving the Project.
25. Overtime work requiring higher than regular rates.
26. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.8; any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
27. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
28. Extensive services required during any correction period, or with respect to monitoring Contractor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).
29. Other additional 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 that Engineer is commencing to perform or furnish 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 to cease 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

Exhibit A – Engineer's Services

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 arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.
5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.
6. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.
7. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.
8. 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.

This is EXHIBIT B, consisting of 4 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated November, 2014.

Owner's Responsibilities

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.
- B. Give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Furnish copies (or give specific directions requesting Engineer to use copies already in Engineer's possession) of all design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and draft Construction Contract Documents, when applicable. Owner shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise), and other engineering or technical matters; and Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.
- C. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
- D. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, obtain, furnish, or otherwise make available (if necessary through title searches, or retention of specialists or consultants) 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.

Exhibit B – Owner's Responsibilities

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2. Zoning, deed, and other land use restrictions.
 3. Utility and topographic mapping and surveys.
 4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.
 6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas.
 7. Data or consultations as required for the Project but not otherwise identified in this Agreement.
- E. 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.
- F. 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 (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), 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 money paid.
- G. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.
- 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. 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 constructibility review.
- J. 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.
- K. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, then 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.
- L. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
- M. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- N. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.
- O. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
- P. Place and pay for advertisement for Bids in appropriate publications.
- Q. 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.
- R. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.

Exhibit B – Owner's Responsibilities

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- S. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.
- T. Perform or provide the following: TBD

This is EXHIBIT C, consisting of 1 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated November, 2014.

Payments to Engineer for Services and Reimbursable Expenses
COMPENSATION PACKET BC-1: Basic Services – Lump Sum

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

ARTICLE 2 – OWNER’S RESPONSIBILITIES

C2.01 *Compensation for Basic Services (other than Resident Project Representative) – Lump Sum Method of Payment*

- A. Owner shall pay Engineer for Basic Services set forth in Amendments, except for services of Engineer’s Resident Project Representative, if any, as follows:
 - 1. A Lump Sum amount of \$TBD based on the following estimated distribution of compensation:
 - 2. Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount unless approved in writing by the Owner.
 - 3. The Lump Sum includes compensation for Engineer’s services and services of Engineer’s Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, expenses (other than any expressly allowed Reimbursable Expenses), and Consultant charges.
 - 4. In addition to the Lump Sum, Engineer is also entitled to reimbursement from Owner for the following Reimbursable Expenses (see Appendix 1 for rates or charges): TBD
 - 5. The portion of the Lump Sum amount billed for Engineer’s services will be based upon Engineer’s estimate of the percentage of the total services actually completed during the billing period. If any Reimbursable Expenses are expressly allowed, Engineer may also bill for any such Reimbursable Expenses incurred during the billing period.
- B. *Period of Service:* The compensation amount stipulated in Compensation Packet BC-1 is conditioned on a period of service not exceeding TBD months. If such period of service is extended, the compensation amount for Engineer's services shall be appropriately adjusted.

This is EXHIBIT C, consisting of 3 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated November, 2014.

Payments to Engineer for Services and Reimbursable Expenses
COMPENSATION PACKET BC-2: Basic Services – Standard Hourly Rates

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

ARTICLE 2 – OWNER'S RESPONSIBILITIES

C2.01 *Compensation For Basic Services (other than Resident Project Representative) – Standard Hourly Rates Method of Payment*

- A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer's Resident Project Representative, if any, as follows:
1. An amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and Engineer's Consultants' charges, if any.
 2. The Standard Hourly Rates charged by Engineer constitute full and complete compensation for Engineer's services, including labor costs, overhead, and profit; the Standard Hourly Rates do not include Reimbursable Expenses or Engineer's Consultants' charges.
 3. Engineer's Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit C as Appendices 1 and 2.
 4. The total compensation for services under Paragraph C2.01 is estimated to be \$TBD based on the following estimated distribution of compensation:
 5. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by Owner. See also C2.03.C.2 below.
 6. The total estimated compensation for Engineer's services included in the breakdown by phases as noted in Paragraph C2.01.A.3 incorporates all labor, overhead, profit, Reimbursable Expenses, and Engineer's Consultants' charges.
 7. The amounts billed for Engineer's services under Paragraph C2.01 will be based on the cumulative hours charged to the Project during the billing period by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and Engineer's Consultants' charges.

Exhibit C – Compensation Packet BC-6: Basic Services (other than RPR) – Salary Costs Times a Factor
Method of Payment.

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8. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually (as of November) to reflect equitable changes in the compensation payable to Engineer.

C2.02 Compensation For Reimbursable Expenses

- A. Owner shall pay Engineer for all Reimbursable Expenses at the rates set forth in Appendix 1 to this Exhibit C.
- B. Reimbursable Expenses include the expenses identified in Appendix 1 and the following: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
- C. The amounts payable to Engineer for Reimbursable Expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to the Project, the latter multiplied by a factor of 1.15.

C2.03 Other Provisions Concerning Payment

- A. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.15.
- B. *Factors:* The external Reimbursable Expenses and Engineer's Consultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
- C. *Estimated Compensation Amounts:*
 1. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
 2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice, Owner and Engineer promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the

remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend the Engineer's services during the negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.

- D. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

COMPENSATION PACKET RPR-2:
Resident Project Representative – Standard Hourly Rates

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

C2.04 Compensation for Resident Project Representative Basic Services – Standard Hourly Rates Method of Payment

A. *Owner shall pay Engineer for Resident Project Representative Basic Services as follows:*

1. *Resident Project Representative Services:* For services of Engineer's Resident Project Representative under Paragraph A1.05.A of Exhibit A, an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Resident Project Representative services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any. The total compensation under this paragraph is estimated to be \$TBD based upon full-time RPR services on an eight-hour workday, Monday through Friday, over a TBD day construction schedule.

B. *Compensation for Reimbursable Expenses:*

1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01, and are directly related to the provision of Resident Project Representative or Post-Construction Basic Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.
2. Reimbursable Expenses include the expenses identified in Appendix 1 and the following: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of Resident Project Representative and assistants; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be those internal expenses related to the Resident Project Representative Basic Services that are actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such services, the latter multiplied by a factor of 1.15.
4. The Reimbursable Expenses Schedule will be adjusted annually (as of November) to reflect equitable changes in the compensation payable to Engineer.

C. *Other Provisions Concerning Payment Under this Paragraph C2.04:*

Exhibit C – Compensation Packet RPR-2: Resident Project Representative Services –
Standard Hourly Rates Method of Payment.

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1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.15.
2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
3. *Estimated Compensation Amounts:*
 - a. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
 - b. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice Owner and Engineer promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend Engineer's services during negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.
4. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

COMPENSATION PACKET AS-1:
Additional Services – Standard Hourly Rates

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

C2.05 Compensation for Additional Services – Standard Hourly Rates Method of Payment

A. Owner shall pay Engineer for Additional Services, if any, as follows:

1. *General:* For services of Engineer's personnel engaged directly on the Project pursuant to Paragraph A2.01 or A2.02 of Exhibit A, except for services as a consultant or witness under Paragraph A2.01.A.20, (which if needed shall be separately negotiated based on the nature of the required consultation or testimony) an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any.

B. *Compensation For Reimbursable Expenses:*

1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01 and are directly related to the provision of Additional Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.
2. Reimbursable Expenses include the expenses identified in Appendix 1 and the following categories: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of 1.15.
4. The Reimbursable Expenses Schedule will be adjusted annually (as of November) to reflect equitable changes in the compensation payable to Engineer.

C. *Other Provisions Concerning Payment for Additional Services:*

1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.15.

Exhibit C – Compensation Packet AS-1: Additional Services –
Standard Hourly Rates Method of Payment.

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2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's Factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
3. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

This is Appendix 1 to EXHIBIT C, consisting of 1 page, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated November, 2014.

Reimbursable Expenses Schedule

Reimbursable Expenses are subject to review and adjustment per Exhibit C. Rates and charges for Reimbursable Expenses as of the date of the Agreement are:

Letter/Legal Size Copies/Impressions (B/W)	<u>\$0.08/page</u>
Double Sided Letter & Legal Size Copies/Impressions (B/W)	<u>\$0.13/page</u>
Ledger Size Copies/Impressions (B/W)	<u>\$0.16/page</u>
Double Sided Ledger Size Copies/Impressions (B/W)	<u>\$0.25/page</u>
Cardstock Copies/Impressions (B/W)	<u>\$0.31/page</u>
Letter/Legal Cardstock Copies/Impressions (Color)	<u>\$0.99/page</u>
Ledger Size Copies/Impressions (Color)	<u>\$1.98/page</u>
Transparency	<u>\$ 2.49/page</u>
Blue Print Copies (24"x36")	<u>\$ 5.00/page</u>
Plot on Paper (24"x36")	<u>\$ 7.00/sheet</u>
Plot on Paper (36"x48")	<u>\$15.00/sheet</u>
Plot on Photo Paper/Mylar (18"x24)	<u>\$ 9.00/sheet</u>
Plot on Photo Paper/Mylar (24"x36")	<u>\$18.00/sheet</u>
Mileage (auto)	<u>\$ 0.56/mile</u>
GPS Field Survey Equipment	<u>\$ 25.00/hour</u>
Robotic 2-Man Crew	<u>\$ 35.00/hour</u>
Robotic 1-Man Crew	<u>\$ 50.00/hour</u>
Aerial Camera	<u>\$200.00/use</u>
Water Pressure Recorder	<u>\$15.00/day</u>
Meals and Lodging	at cost

This is Appendix 2 to EXHIBIT C, consisting of 1 page, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated November, 2014.

Standard Hourly Rates Schedule

A. *Standard Hourly Rates:*

1. Standard Hourly Rates are set forth in this Appendix 2 to this Exhibit C and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Article C2.

B. *Schedule:*

Hourly rates for services performed on or after the date of the Agreement are:

Principal Engineer	\$165.00
Principal Engineer	\$150.00
Sr. Project Manager	\$130.00
Project Manager	\$125.00
Sr. Landscape Architect	\$160.00
Engineer IV	\$120.00
Engineer III	\$105.00
Engineer II	\$100.00
Engineer I	\$ 90.00
Engineer Assistant	\$ 60.00
Sr. Engr Tech II	\$ 90.00
Sr. Engr Tech I	\$ 85.00
Professional Land Surveyor II	\$140.00
Professional Land Surveyor I	\$125.00
Crew Chief I	\$ 95.00
Crew Chief II	\$100.00
Crew Member	\$ 80.00
Survey Technician II	\$100.00
Survey Technician I	\$ 95.00
Cad Technician III	\$ 85.00
Cad Technician II	\$ 80.00
Cad Technician I	\$ 70.00
Sr. Project Administrator	\$ 75.00
Project Administrator	\$ 65.00
Sr. Administrative Assistant	\$ 55.00
Administrative Assistant	\$ 45.00
No Charge Services	\$ -

Exhibit C – Appendix 2: Standard Hourly Rates Schedule.

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Page 1

This is EXHIBIT D, consisting of 5 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated November, 2014.

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

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

ARTICLE 1 - SERVICES OF ENGINEER

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. 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.
- B. Through RPR's observations of the Work, including field checks of materials and installed equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the 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 Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor's work in progress, for the coordination of the Constructors' work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in Exhibit A, Paragraph A1.05, of this Agreement are applicable.
- C. The duties and responsibilities of the RPR are as follows:
 - 1. *General:* RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall 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, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such schedules.
 - 3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other

Exhibit D - Resident Project Representative.

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Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.

4. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
5. *Liaison:*
 - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction 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.
6. *Clarifications and Interpretations:* Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor. ,
7. *Shop Drawings and Samples:*
 - a. Record date of receipt of Samples and Contractor-approved Shop Drawings.
 - b. Receive Samples that 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, if RPR believes that the submittal has not been received from Contractor, or has not been approved by Contractor or Engineer.
8. *Proposed Modifications:* Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.
9. *Review of Work; Defective Work:*
 - a. Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such

Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.

- b. Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work. ; and
- c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.

10. *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. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.
- e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.

11. *Records:*

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, approved Shop Drawing and Sample submittals, and other Project-related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, 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. Upon request from Owner to Engineer, photograph or video Work in progress or Site conditions.
- d. Record and maintain accurate, up-to-date lists of the names, addresses, fax numbers, e-mail addresses, websites, and telephone numbers (including mobile numbers) of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
- e. Maintain records for use in preparing Project documentation.
- f. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

12. *Reports:*

- a. Furnish to Engineer periodic 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 Owner copies of all inspection, test, and system start-up reports.
- d. Immediately inform Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.

13. *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.

14. *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.

15. *Completion:*

- a. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.

- b. Participate in Engineer's visit to the Site in the company of Owner and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
- c. Observe whether all items on the final punch 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:

- 1. Authorize any deviation from the Construction 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, or any Constructor.
- 4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.
- 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.

This is EXHIBIT E, consisting of 2 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated November, 2014.

NOTICE OF ACCEPTABILITY OF WORK

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 Engineer has recommended final payment of Contractor, and that the Work furnished and performed by Contractor under the above Construction 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 following terms and conditions of this Notice:

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 Engineer's professional opinion.
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 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.
5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the related Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Construction Contract Documents, or to otherwise comply with the Construction Contract Documents or the terms of any special guarantees specified therein.
6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.

By: _____

Title: _____

Dated: _____

This is EXHIBIT G, consisting of 2 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated November, 2014.

Insurance

Paragraph 6.05 of the Agreement is supplemented to include the following agreement of the parties:

G6.05 Insurance

A. The limits of liability for the insurance required by Paragraph 6.05.A and 6.05.B of the Agreement are as follows:

1. By Engineer:

- | | |
|---|---------------------|
| a. Workers' Compensation: | Statutory |
| b. Employer's Liability -- | |
| 1) Each Accident: | \$ <u>100,000</u> |
| 2) Disease, Policy Limit: | \$ <u>500,000</u> |
| 3) Disease, Each Employee: | \$ <u>100,000</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>2,000,000</u> |
| 2) General Aggregate: | \$ <u>2,000,000</u> |
| e. Automobile Liability -- | |
| 1) Combined Single Limit
(Bodily Injury and Property Damage):
Each Accident | \$ <u>1,000,000</u> |
| f. Professional Liability -- | |
| 1) Each Occurrence: | \$ <u>1,000,000</u> |
| 2) General Aggregate: | \$ <u>1,000,000</u> |
| g. Other (specify): | \$ <u>N/A</u> |

2. By Owner:

- | | |
|---------------------------|-----------|
| a. Workers' Compensation: | Statutory |
|---------------------------|-----------|

Exhibit G – Insurance.

- b. Employer's Liability --
 - 1) Each Accident \$ 100,000
 - 2) Disease, Policy Limit \$ 500,000
 - 3) Disease, Each Employee \$ 100,000

- c. General Liability --
 - 1) General Aggregate: \$ 1,000,000
 - 2) Each Occurrence (Bodily Injury and Property Damage): \$ 2,000,000

- d. Excess Umbrella Liability --
 - 1) Each Occurrence: \$ 2,000,000
 - 2) General Aggregate: \$ 2,000,000

- e. Automobile Liability --
 - 1) Combined Single Limit
(Bodily Injury and Property Damage):
Each Accident \$ 1,000,000

- f. Other (specify): \$ N/A

B. *Additional Insureds:*

1. The following individuals or entities are to be listed on Owner's general liability policies of insurance as additional insureds:
 - a. Welch Comer & Associates, Inc.
Engineer

 - b. Allwest Testing & Engineering
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 policies of insurance.

3. The Owner shall be listed on Engineer's general liability policy as provided in Paragraph 6.05.A.

This is EXHIBIT H, consisting of 1 page, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated November, 2014.

Dispute Resolution

Paragraph 6.09 of the Agreement is supplemented to include the following agreement of the parties:

[NOTE TO USER: Select one of the two alternatives provided.]

H6.08 *Dispute Resolution*

- A. Mediation. Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation by a mediator selected jointly by Engineer and Owner.

If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution method of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

This is EXHIBIT K, consisting of 2 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated November, 2014.

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. _____

The Effective Date of this Amendment is: _____.

Background Data

Effective Date of Owner-Engineer Agreement:

Owner:

Engineer:

Project:

Nature of Amendment: [Check those that are applicable and delete those that are inapplicable.]

- ___ Additional Services to be performed by Engineer
- ___ Modifications to services of Engineer
- ___ Modifications to responsibilities of Owner
- ___ Modifications of payment to Engineer
- ___ Modifications to time(s) for rendering services
- ___ Modifications to other terms and conditions of the Agreement

Description of Modifications:

*Here describe the modifications, in as much specificity and detail as needed.
Use an attachment if necessary.*

Agreement Summary:

Original agreement amount: \$ _____
Net change for prior amendments: \$ _____
This amendment amount: \$ _____
Adjusted Agreement amount: \$ _____

Change in time for services (days or date, as applicable): _____

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER:

ENGINEER:

By: _____
Print name: _____

By: _____
Print name: _____

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 1

1. *Background Data:*

- a. Effective Date of Owner-Engineer Agreement: November, 2014
- b. Owner: City of Bonners Ferry
- c. Engineer: Welch Comer & Associates, Inc.
- d. Project: Water System Improvement

2. *Description of Modifications:*

Owner intends to construct a new 350,000 gallon reservoir at the existing North Rectangular Tank site. The reservoir will be an in ground, concrete storage facility.

Part 1: Topographic Survey

- Perform topographic survey of the existing tank and surrounding area. The survey will locate visible features including but not limited to, rock outcroppings, significant trees of 8" or greater at chest height, significant grade breaks, drainage structures, water distribution structures, utility poles and other elements pertinent to the design of the project improvements. Underground utilities such as electrical, power, cable TV and fiber optic lines will be located through a combination of correspondence with the One-Call utility locate service and communication with each individual utility company or their designated utility locate service.

Part 2: Preliminary Design Phase (in accordance with Paragraph A1.02)

- Engineer will review site contours and develop potential options for locating reservoir on the site. Engineer will visit the site with City staff to review site and location options. The anticipated location options on the City's existing property are as follows:
 - Option 1: North of the existing rectangular City tank. This location is expected to require extensive excavation in order to site the new tank at the same elevation as the City's existing North circular tank.
 - Option 2: South of the existing rectangular City tank.
 - Option 3: Surrounding the existing rectangular City tank. This option would require demolition and removal of the existing tank prior to construction of the new tank.
- Parts 3 through 6 of this Amendment assume that Option 1, 2, or 3, as described in Part 2 of this Amendment, is feasible from a design and construction standpoint. For the purposes of this scope of work, an option will be considered feasible if: 1) extensive rock removal is not required, 2) a separate retaining structure will not be required for construction of the new storage tank and 3) the new tank will not be constructed on fill.

- Paragraph A1.02.A does not apply.

Part 3: Final Design Phase (in accordance with Paragraph A1.03)

- This phase will include geotechnical work, consisting of up to 2 bores up to 40 feet deep, and structural work, consisting of design and specifications for re-inforced concrete with a pre-cast roof. Engineer will contract with subconsultants for completion of this work.
- Engineer will submit one copy of bid package to Owner for review. Owner's comments will be incorporated into the final bid package within 15 days of receipt. Engineer will submit two copies of final bid package to Owner.
- Engineer will submit plans to IDEQ for review and approval prior to construction.
- Paragraphs A1.03.A.2, A1.03.A.9, A1.03.C and A1.03.C do not apply.

Part 4: Bidding Phase (in accordance with Paragraph A1.04)

- Engineer will not attend bid opening.
- Paragraph A1.04.A.9 does not apply.

Part 5: Construction Phase (in accordance with Paragraph A1.05)

- Engineer will attend (by phone or in person) construction meetings.
- Paragraphs A1.05.A.3 and A1.05.A.24 do not apply.

Part 6: Post Construction Phase Services (in accordance with Paragraph A1.06)

- Paragraph A1.06.A.3 does not apply.

3. Compensation for Modifications:

A. Owner shall pay Engineer for Basic Services set forth a Lump Sum (in accordance with Exhibit C, Compensation Packet BC-1) amount, except for services of Engineer's Resident Project Representative, if any, as follows:

Part 1: Topographic Survey	\$4,000
Part 2: Preliminary Design Phase	\$1,800
Part 3: Final Design Phase	\$59,200
Part 4: Bidding Phase	\$5,500
Part 5: Construction Phase	\$32,200
Part 6: Post Construction Phase	<u>\$1,550</u>
Total:	\$104,250

B. OWNER shall pay ENGINEER for the services corresponding to each Part (identified herein) an amount equal to the cumulative hours charged to the Project by each class of ENGINEER's employees times Hourly Rates for each applicable billing class for all services performed on the Project, including Reimbursable expenses (in accordance with Exhibit C, Compensation Packet BC-2 and RPR-2). The total compensation for professional services is estimated as follows:

Resident Project Representative:	\$26,000
Geotechnical Services:	\$10,250

4. *Exclusions and Special Conditions:*

- A Stormwater Pollution Prevention Plan (SWPPP) will not be required as disturbance will be under 1 acre and is therefore excluded from this scope of work.
- Obtaining required permits, including building permit, is excluded from this scope of work.
- Independent testing and inspections are excluded from this scope of work (this shall be the responsibility of the Contractor).
- Electrical and controls are excluded from this scope of work.
- Right of Way Services will be covered under the Engineering Contract Amendment #15 which was approved by the Owner July 22, 2014.

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is _____, 2014.

OWNER: City of Bonners Ferry, Idaho

ENGINEER: Welch Comer & Associates, Inc.

By: David Anderson

By: Philip F. Boyd, P.E.

Title: Mayor

Title: President

Date Signed: _____

Date Signed: _____

RECEIVED

NOV 20 2014

CITY OF BONNERS FERRY

**CITY OF BONNERS FERRY
CATERING PERMIT APPLICATION**

Owners Name: Shelly Yount

Business Name: Under the Sun

Business Address: 7178 main Box 568

State Beverage License Number: 6874

I hereby request a catering permit for the following dates: December 5th

from the hours of 6:00 a.m./p.m. to 10:00 a.m./p.m. at the

following location: Soul Shine

Catering will be done for the following group or organization sponsoring the event: The High School art

Type of Event: Art exhibit

Wine: Beer: Hard Liquor:

Signature of the Licensee: Shelly Yount Date: 11-19-14

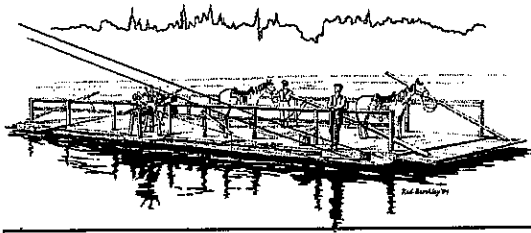
Printed Name: Shelly Yount

Address: 7178 main Phone: 208267-6467

Date Submitted to City Council 11/18/2014 12-2-14

A non-refundable fee of \$20 per day is required with the application

Please make check payable to: City of Bonners Ferry
P. O. Box 149
Bonners Ferry, ID 83805



CITY OF BONNERS FERRY

7232 Main Street
P.O. Box 149
Bonners Ferry, Idaho 83805
Phone: 208-267-3105 Fax: 208-267-4375

Memo

To: Mayor and City Council
From: Kris Larson, Clerk/Treasurer
Date: 11/26/2014
Re: Planning and Zoning Members

Marcia Morman resigned from the Planning and Zoning Committee and Mayor Anderson is recommending the appointment of Chris Rawlings to fill out the term that will end December 31, 2015.

Also, Lisa Ailport is recommending that we reappoint the current planning and zoning members and recognize each member and the term they are serving. She said this is necessary since we updated our ordinance.

If you have any questions please call me at 267-0351.

Thanks,

Kris

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BONNERS FERRY, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, AMENDING BONNERS FERRY CITY CODE SECTION 1-6-3, INCREASING MONTHLY SALARY AMOUNTS FOR THE MAYOR AND CITY COUNCIL MEMBERS; PROVIDING SEVERABILITY; PROVIDING THAT THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT FROM AND AFTER ITS PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

NOW THEREFORE, Be it ordained by the Mayor and the Council of the City of Bonners Ferry, Idaho, as follows:

Section 1: That section 1-6-3, of Bonners Ferry City Code is hereby amended as follows:

A. Mayor: The mayor shall receive a salary each calendar month which shall be in the sum of ~~three hundred dollars (\$300.00)~~ five hundred dollars (\$500.00).

B. Council Members: Each council member shall receive a salary each calendar month in the sum of ~~one hundred fifty dollars (\$150.00)~~ three hundred fifty dollars (\$350.00).

Section 2: PROVISIONS SEVERABLE: The provisions of this Ordinance are hereby declared to be severable and if any provision of this Ordinance or application of such provision to any person or circumstance is declared invalid for any reason, such declaration shall not affect the validity of remaining portions of this Ordinance.

Section 3: EFFECTIVE DATE: This ordinance shall be effective upon its passage and publication in the manner provided by law.

APPROVED by the Mayor and City Council of the City of Bonners Ferry this _____ day of _____, 2014.

CITY OF BONNERS FERRY, IDAHO

BY: _____
David Anderson, Mayor

Attest:

Kris Larson, Clerk

MUTUAL AID AGREEMENT

PARADISE VALLEY FIRE DISTRICT AND CITY OF BONNERS FERRY FIRE DEPARTMENT

THIS AGREEMENT made and entered into this ____ day of, 2014, by and between PARADISE VALLEY FIRE DISTRICT, an independent fire protection taxing district, and the CITY OF BONNERS FERRY, a municipal corporation of the State of Idaho, hereinafter "the parties."

WITNESSETH:

WHEREAS, the parties have developed a mutual interest in the control of fire, hazardous materials incidents, and other emergency support; and,

WHEREAS, an Agreement of this nature is authorized under Idaho Code § 31-1430; and,

WHEREAS, each of the parties own and maintain equipment and employ personnel trained to provide various levels of service in the control of fire, fire prevention, hazardous materials control, and/or other emergency support; and,

WHEREAS, in the event of a major fire, disaster or other emergency, each of the parties may need the assistance of another party or parties to provide supplemental fire suppression, hazardous materials control, and/or other emergency support; and,

WHEREAS, the geographical boundaries of each party are located in such a manner as to enable each party to render mutual assistance to the other; and,

WHEREAS, it has been determined by analysis of past experiences and recommendations of chief officers of fire departments to be in the best interests of the citizens of communities and/or fire districts represented by the parties hereto, that prompt, adequate fire protection and pertinent services to all persons and property in said communities and/or districts can be best accomplished by a cooperative agreement for mutual aid in fire services and all related activities

NOW THEREFORE, subject to the terms of this Agreement to carry out the purposes and functions described above, and in consideration of the benefits to be received by each of the parties, it is hereby agreed as follows:

This Agreement is entered into by and between the City of Bonners Ferry and Paradise Valley Fire District and is for the purpose of receiving and rendering mutual aid assistance during the initial responses phase of an emergency and will remain in force until such time as it is superseded by other contractual agreements which may apply for a long term incident.

- A. Each of the parties possesses and maintains equipment for fire control and suppression, and/or for providing for emergency medical services, and/or

responding to other various emergencies. Each of the parties also retains personnel trained to provide fire control, and/or various levels of emergency medical service and/or to control other various emergencies.

- B. In the event of a fire, disaster, or other emergency, the parties may require the assistance of one or more other parties to provide supplemental fire control and/or emergency medical service equipment and/or other specialized equipment and trained personnel.
- C. Each of the parties has the necessary equipment and trained personnel to enable it to provide assistance to the other party in the event of such an emergency.
- D. The geographical location of the parties is such that they are capable of rendering effective mutual aid assistance to the other.

For the purpose of securing benefits of mutual aid in the protection of life and property from fire or other emergency or disaster, and in consideration of the benefits to be received by each, the parties hereto mutually agree as follows:

1. DEFINITION OF INITIAL PHASE

The initial phase of an incident is defined as that period during which response is initiated and control or mitigation of the emergency occurs until management of the incident is turned over to an agency that has the full resources available, either its own or through contract, to manage the incident. While it is not possible to define a specific time period, all parties to this agreement understand that it generally of short term duration and that assisting agencies should be returned to the area that they normally provide protection for as soon as possible unless other agreements or contracts are in force.

2. REQUEST FOR ASSISTANCE

The incident command officer of any party municipality, state agency, federal agency, fire district or other agency party to this agreement is authorized to request assistance from the other parties if confronted with an emergency situation requiring equipment or personnel in the excess of that available.

- a. Request for assistance shall be made only by the incident command officer in charge of the incident or at his specific direction, and shall be directed to the officer in charge of or authorized to dispatch equipment and personnel outside of the area of the responding party, or shall immediately be referred to that officer for a decision as to the assistance to be given in response to the request.
- b. A request for assistance shall specify the amount and type of equipment and number of personnel required, and shall specify the location to which the equipment and personnel are to be dispatched.

- c. An automatic request for assistance may be specified in advance by agreement of the parties hereto and placed on file with the appropriate dispatch center along with protocols for usage.
- d. Requests for assistance shall be made to the nearest party with the amount and types of equipment and number of personnel required. A move-up procedure shall be used to provide protection to areas vacated by a response to a call for assistance.

3. RESPONSE TO REQUEST

Upon receipt of a request for mutual aid assistance, the officer in charge of the party receiving the request shall:

- a. Determine if equipment and personnel are available for response as requested.
- b. Advise the requesting party of the equipment and personnel available for response and the response time.
- c. Dispatch requested personnel and equipment as available to the scene of the emergency with the proper operating instructions.

The rendering of assistance under the terms of this Agreement shall not be mandatory, but the party receiving the request for assistance shall immediately inform the requesting party if for any reason assistance cannot be rendered.

4. STATUS OF EQUIPMENT AND PERSONNEL

- a. All equipment used by any party in carrying out this Agreement, shall at the time of action, be in its possession and authorized for use by the responding party.
- b. All personnel acting for any party under this Agreement shall at the time of such action be employees or authorized volunteer members of that party.

5. COMMAND RESPONSIBILITY

The incident command officer of the party municipality, state agency, federal agency, fire district or other agency to which response is made shall be in command of the operations under which the equipment and personnel sent by the responding party shall service, provided that the responding equipment and personnel shall be under the immediate supervision of the officer in charge of the responding units.

6. TERMINATION OF SERVICE

- a. The equipment and personnel of the responding party shall be released from service and returned to the responding party municipality, state agency, federal agency, fire district, or other agency by the incident command officer in charge

when no longer required or when needed in the area for which it normally provides protection.

- b. The equipment and personnel of the responding party may be transferred to another entity if there are contractual agreements which may apply, at which time the terms of those contracts will be in force, including but not limited to, compensation, liability, and work rules.

7. LIABILITY AND CLAIMS

- a. Each party shall be legally responsible for its own equipment and personnel used in providing assistance pursuant to this Agreement. Each party waives all claims against the other party for all losses, damages, injuries, or death that a party or its employees, volunteers or officials may incur while performing its duties under this Agreement and which are caused solely by its own actions or omissions, or those of its employees, volunteers, or officials while acting within the course and scope of their employment or volunteer status.
- b. Each party shall be solely liable for damages caused to third parties during the performance of this Agreement that arise solely out of its own negligence or other wrongful acts or omissions, or that of its employees, volunteers, or officials while acting within the course and scope of their employment or volunteer status. If both parties to this Agreement are at-fault in causing damages to third parties, each party shall only be liable for its degree of comparative fault.

8. INSURANCE

Each party shall maintain insurance coverage for its own equipment and personnel.

9. COMPENSATION

Each party shall agree to respond per the terms of this Agreement and will not request compensation for the services rendered for the first four (4) hours of response time. If the responding party provides assistance for more than four (4) hours it may, at its discretion, charge the cost of time and materials to the party requesting the assistance under the authority of Idaho Code § 31-1430.

10. PRE-EMERGENCY PLANNING

The commanding officers of the parties shall, from time to time, mutually establish pre-emergency plans which indicate the types and locations of potential problem areas where emergency assistance may be needed, and the type of equipment and number of personnel which should be dispatched under various circumstances. Such plans shall consider and insure the proper protection by the responding party of its own geographical area.

11. NON-EXCLUSIVE AGREEMENT

The parties to this agreement shall not be precluded from entering into similar agreements or first response agreements with other entities.

12. DURATION AND TERMINATION

This Agreement shall become effective for each party upon the date of signing hereto, and shall remain in full force and effect until participation is terminated by giving the other parties a thirty (30) day notice of termination in writing, or until it is superseded by a new agreement.

PARADISE VALLEY FIRE DISTRICT

BONNERS FERRY FIRE DEPARTMENT

By: _____
Commissioner

By: _____
Mayor

By: _____
Commissioner

By: _____
Council President

By: _____
Commissioner

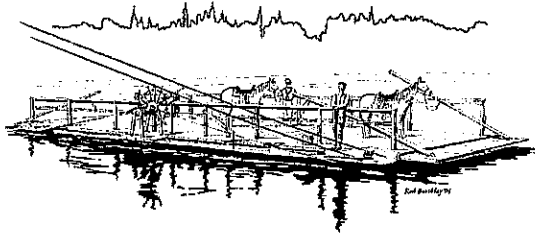
By: _____
Council Member

By: _____
Fire Chief

By: _____
Council Member

By: _____
Council Member

By: _____
Fire Chief



MEMO

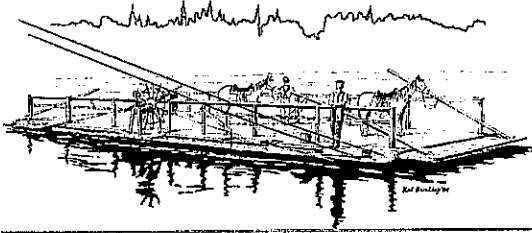
CITY OF BONNERS FERRY
CITY ADMINISTRATOR

Date: 25 November 2014
To: City Council
From: Stephen Boorman, City Administrator
Subject: Fire Station 2 Addition

This memo is request authorization to go out for bid for an addition to the Subject Fire Station at 6316 McCall Street. The fire chief has around \$15,000 left of the BNSF grant and we anticipate that will be approximately the amount to frame and enclose the addition.

We are requesting add-alternates for insulation and drywall.

STB



CITY OF BONNERS FERRY

7232 Main Street
P.O. Box 149
Bonners Ferry, Idaho 83805
Phone: 208-267-3105 Fax: 208-267-4375

25 November 2014

Subject: 2014 – FIRE STATION 2 ADDITION

The City of Bonners Ferry is requesting quotes to construct an addition to the City's Fire Station 2 located at 6316 McCall Street. This quote is for mobilization, labor and some of the materials. This quote to consist of the construction of the shell and add alternates for insulation and drywall. Attached performance and payment bonds will be required from the successful bidder. All work shall be in accordance with the 2010 Idaho Standards for Public Works Construction, best industry practiced and meet the attached specifications and conditions. This job will require payment and performance bonds.

Responses to this request for quotes are per Idaho Code Title 67 Chapter 28 and Title 54 Chapter 19. If you desire to provide a quote for this project, your written quote shall be delivered to City Hall on the attached form by no later than **2:00 p.m. Thursday, 11 December 2014**. If you have any objections to these specifications, they need to be submitted in writing to City Hall by **2:00 p.m. Thursday, 4 December 2014**.

If you would like to look at the site please contact Chief Pat Warkentin at 208-610-335 to schedule a site visit.

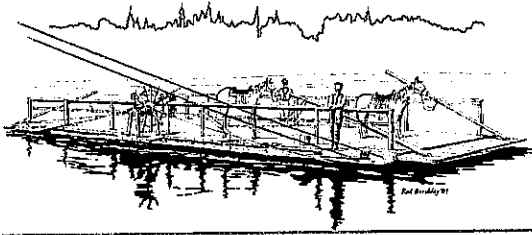
The City reserves the right to reject any and all quotes and accept the quote it deems most advantageous and to waive formalities.

If you have any questions feel free to call me at (208) 267-0357.

Sincerely,

STB

Stephen Boorman
City Administrator



CITY OF BONNERS FERRY

7232 Main Street
 P.O. Box 149
 Bonners Ferry, Idaho 83805
 Phone: 208-267-3105 Fax: 208-267-4375

Quote – 2014 – FIRE STATION 2 ADDITION

ITEM	UNIT PRICE	PAY UNIT	Est. Units	TOTAL
Basic structure		Lump Sum	1	
Add Alternates				
Insulation		Lump Sum	160	
Drywall		Lump Sum	1	
			30	
	TOTAL (numbers)			
	TOTAL (words)			

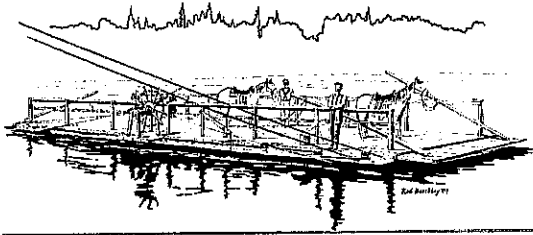
Understanding that this lump sum price and per unit prices includes all permit fees, sales and consumer use taxes, etc. required by law or regulation in the place where the work is performed. **This job will require payment and performance bonds.**

Signed _____
 Name and Title _____
 Date _____
 Company Name and Address _____

Phone Number _____
 Idaho Contractors License Number _____
 Public Works Contractors License Number _____

Required attachments:

- 1.
- 2.



CITY OF BONNERS FERRY

7232 Main Street
P.O. Box 149
Bonners Ferry, Idaho 83805
Phone: 208-267-3105 Fax: 208-267-4375

Specifications – 2014 FIRE STATION 2 ADDITION

Narrative:

The City has started this construction and at this time there is an existing foundation and building slab. We are requesting two add alternates for insulation and drywall.

Note: The attached building plans show a door addition on the existing fire station and the addition. This RFQ is only for the addition.

Base Bid

Scope of Work:

1. Contractor to obtain a City Building Permit.
2. All exterior wall framing and sheathing.
3. Setting City provided trusses and roof sheathing.
4. Installing City provided metal siding and roofing.

Specifications:

1. All framing to be 2x6 construction.
2. Wall sheathing to be 7/16" or greater.
3. Wall sheathing to be covered with a 15# felt prior to the installation of the metal.
4. Roof sheathing to be 5/8" t&g.
5. Roof sheathing to be covered with 30# felt prior to the installation of the metal.

Add Alternate 1

Scope of Work:

1. Provide R21 in the walls
2. Provide an R49 insulation in the lid.
3. Foam all wall penetrations.

Specifications:

1. Wall insulation to be fiberglass batts
2. Ceiling insulation to be batts or blown in cellulose.

Add Alternate 2

Scope of Work:

1. Install, finish and paint the interior drywall.

Specifications:

1. All drywall to be 5/8".

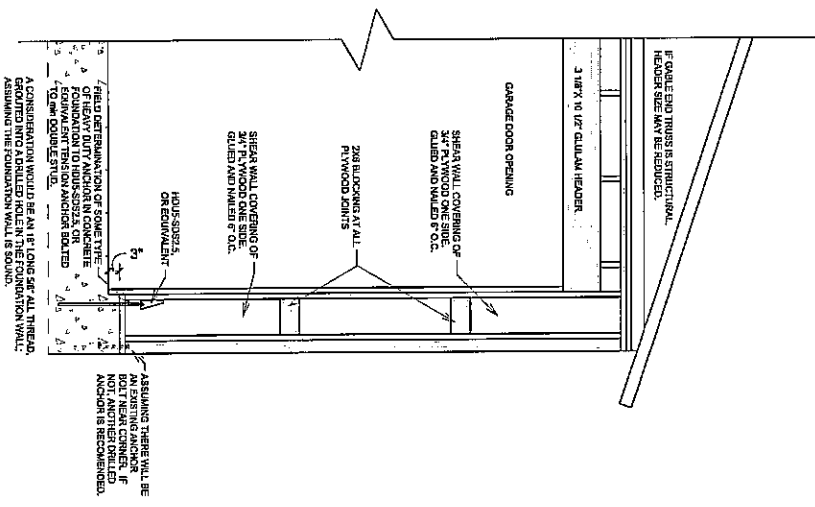
2. To be finished with a smooth without a texture.
3. To be primed and finished with two coats of white paint.

City Provided Items

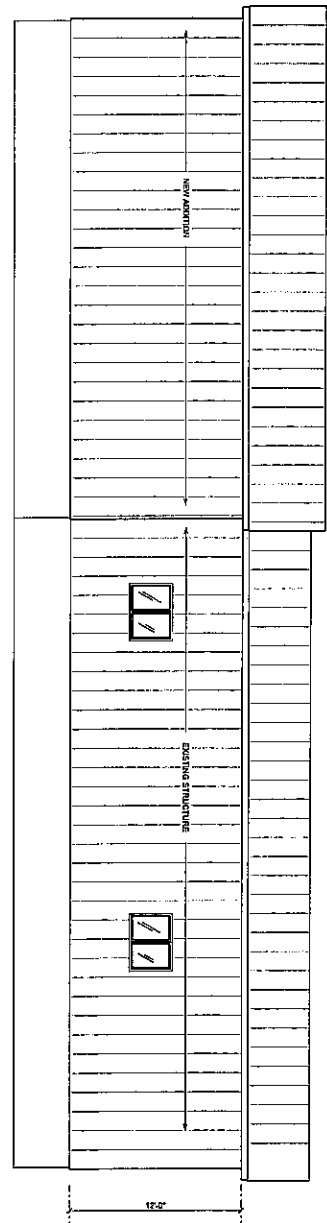
1. Used Metal Siding and roofing has been purchased by the City and is on site.
2. Trusses will be purchased directly by the City from Bonners Ferry Truss Company.
3. All electrical work will be done by the City.
4. The City will contract directly for any doors.

Attached:

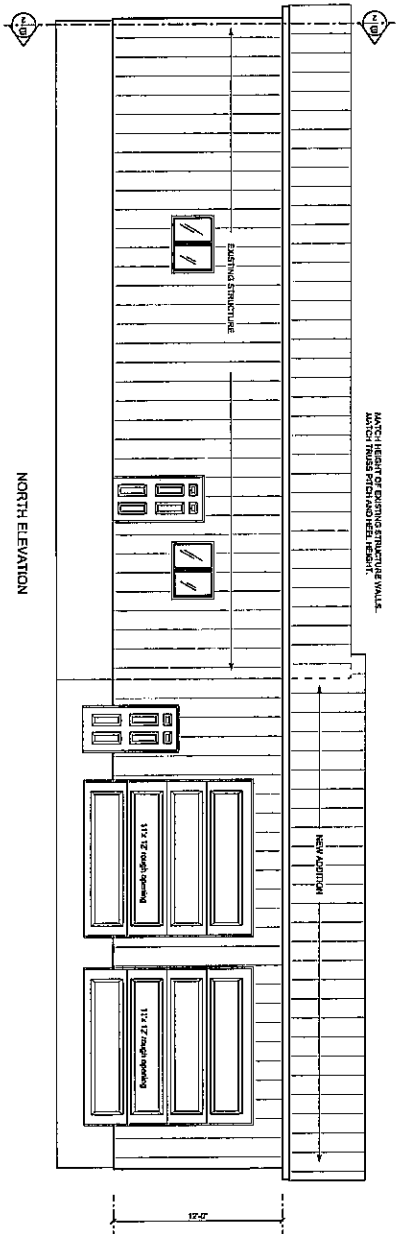
1. Building plans, Don Jordan Design and Drafting, dtd 11/12/14.



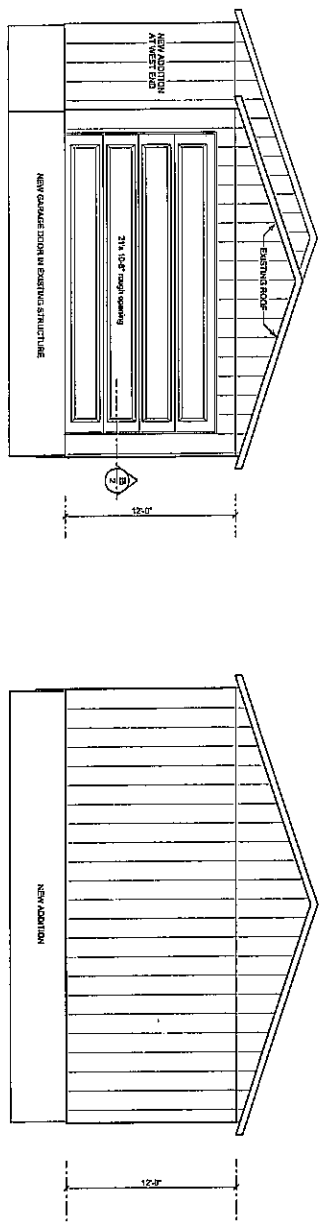
SHEAR WALL ON EACH SIDE OF EAST GARAGE DOOR
 WALL SECTION B - INSTALLATION IF NEW GARAGE DOOR
 SCALE 3/4"=1'-0"



SOUTH ELEVATION

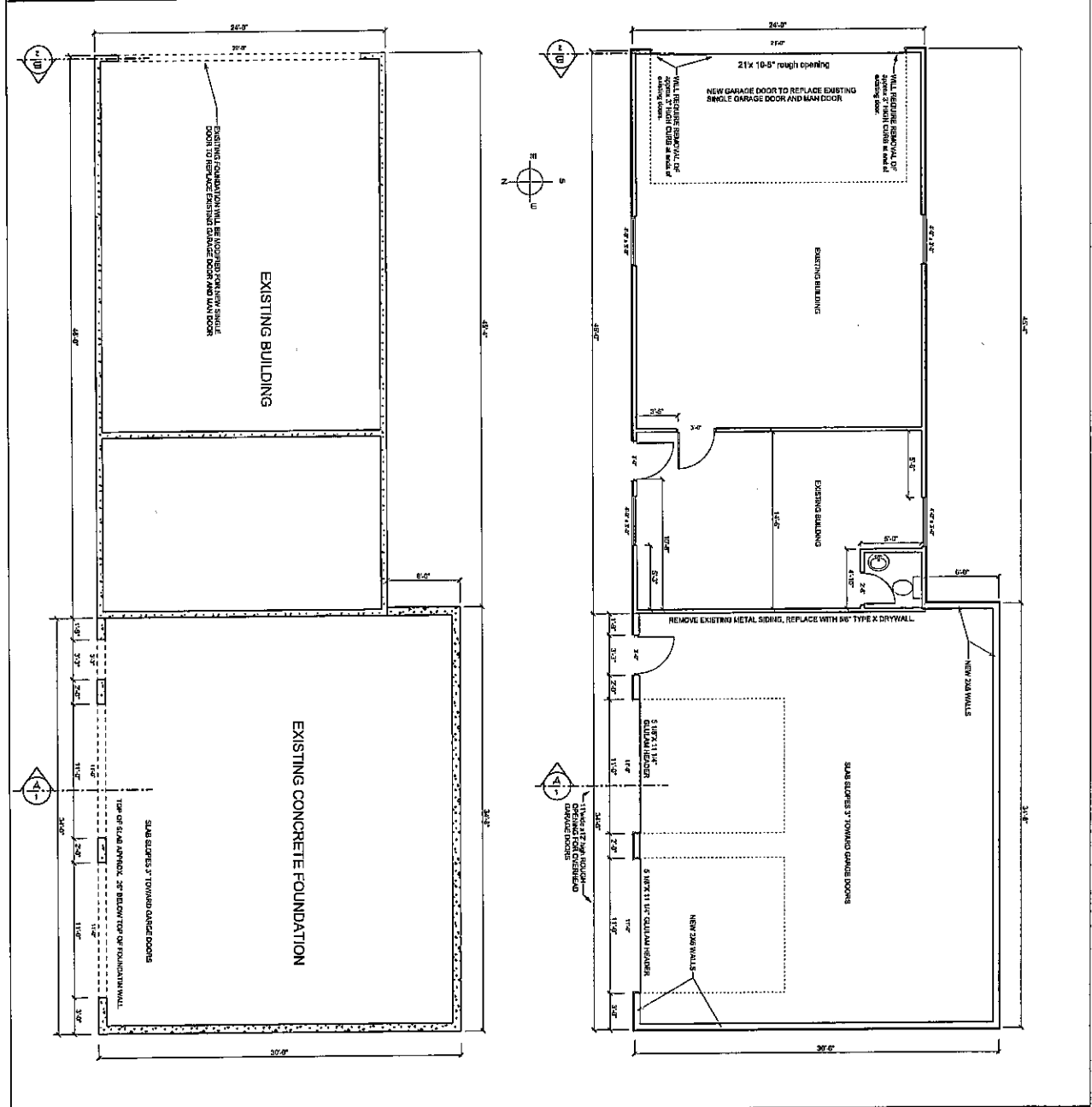
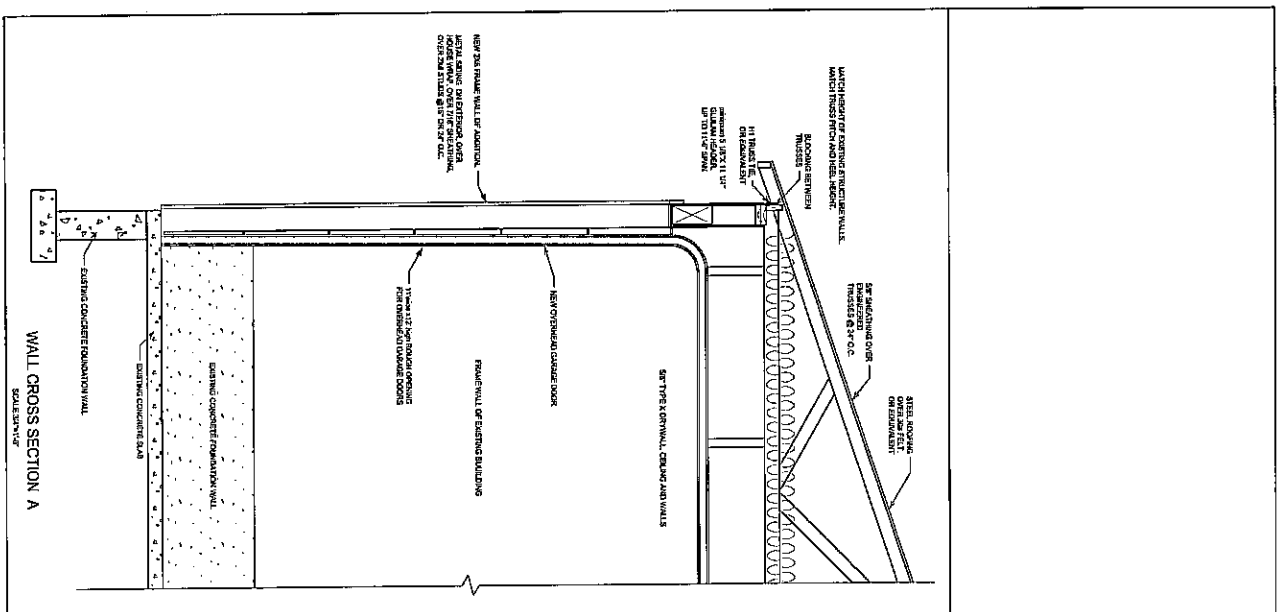


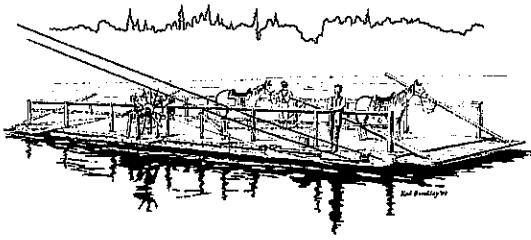
NORTH ELEVATION



EAST ELEVATION

WEST ELEVATION





MEMO

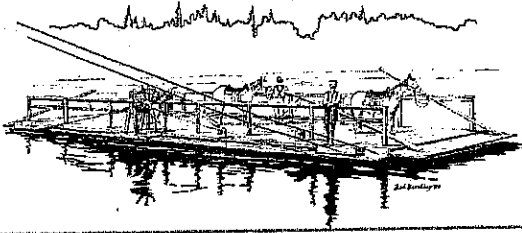
CITY OF BONNERS FERRY
CITY ADMINISTRATOR

Date: 25 November 2014
To: City Council
From: Stephen Boorman, City Administrator
Subject: Powerplant Unit 2 Crane.

This memo is to recommend that the City award the construction of the Subject Crane to Cushman Welding and Machine for \$18,500. We solicited quotes from three bidders and Cushman was the only responsive bidder.

Trevor Cushman has done several jobs for the City in the past and we have been very pleased with his work.

STB



CITY OF BONNERS FERRY

7232 Main Street
P.O. Box 149
Bonners Ferry, Idaho 83805
Phone: 208-267-3105 Fax: 208-267-4375

Quote – 2014 – Powerplant Unit 2 Overhead Crane

Overhead Crane (lump sum)

EIGHTEEN THOUSAND FIVE HUNDRED

(Amount spelled out in words)

\$18,500

(Amount spelled out in numbers)

Understanding that this lump sum price and per unit prices includes all permit fees, sales and consumer use taxes, etc. required by law or regulation in the place where the work is performed.

Signed

Trevor Cushman

Name and Title

TREVOR CUSHMAN OWNER

Date

11-21-14

Company Name and Address

CUSHMAN WELDING AND CRANE

512519 HWY 95

BONNERS FERRY, ID 83805

Phone Number OFFICE 208-267-6512 CELL 208-290-1671

Idaho Contractors License Number

RCT-18306

Public Works Contractors License Number

011050-D-4

(required if bid is greater than \$10,000)

Required attachments:

- 1.
- 2.



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Put a Lid on Salary Compression Before It Boils Over

By Jim Kochanski and Yelena Stiles, © Sibson Consulting / The Segal Group 7/19/2013

Organizations' employment and salary actions can create the unintended perception that pay is distributed unfairly, which can have undesirable consequences. Consider the not uncommon instance of a 10-year, high-performing employee who decides to start looking for a new job after learning that a new colleague—who has a great deal of potential and enthusiasm but little relevant experience and whom she has been asked to train in the same role—has been hired at her pay level.

This example illustrates one form of salary compression: when the pay of one or more employees is very close to the pay of more experienced employees in the same job. There is another form of salary compression: when employees in lower-level jobs are paid almost as much as their colleagues in higher-level jobs, including managerial positions.

When salary compression and the policies that enable it are sustained over several years, it can be demoralizing and lead to widespread dissatisfaction. Employers should be concerned because salary compression transforms the organization's single largest cost (i.e., compensation) from a motivator into a "demotivator."

Moreover, while salary compression is not illegal, it is often accompanied by pay inequities that could violate equal pay laws. In situations where salary compression causes *salary inversion*—where newer staff make more than experienced staff—it could create a pay equity problem if the experienced staff are a protected class.

This article looks at how organizations can determine if they are experiencing salary compression. Moreover, because this problem is more costly to fix than it is to prevent, we explore what organizations can do to avoid future salary compression.

What Causes Salary Compression?

Salary compression has many causes:

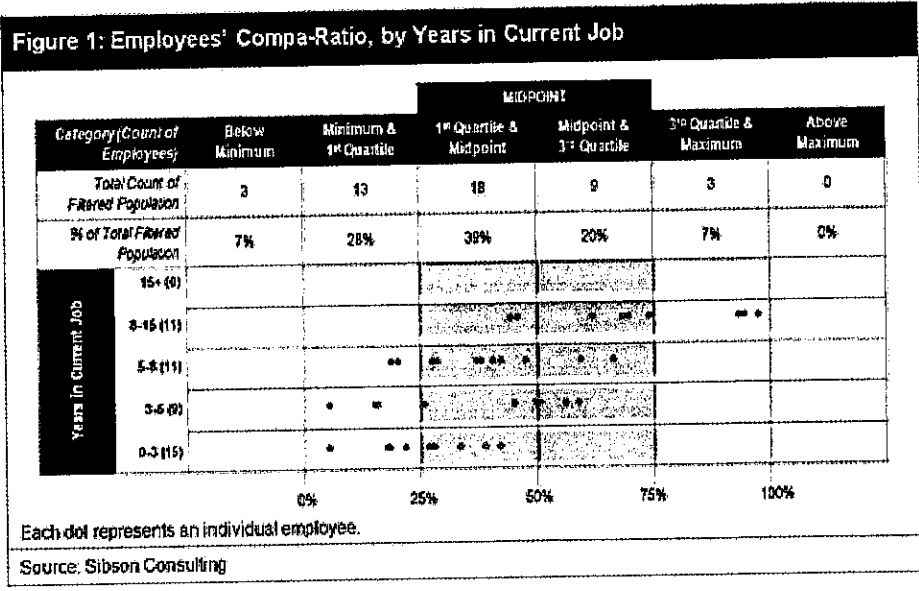
- Annual salary increase budgets have been modest for 20 years—somewhere between 2 and 4 percent has been the norm—yet candidates changing jobs or companies expect raises of more than 2 to 4 percent, and thus the salaries of new hires can exceed that of incumbents.
- Reorganizations change peer relationships and can create compression if jobs are not reevaluated.
- In some organizations, certain departments or divisions may be relatively liberal with salary increases, market adjustments and promotions while others are not.
- Some employers have overlooked their HR policies designed to regulate pay, paying new hires more than incumbents for similar jobs under the mantra of paying what it takes to get the best talent.
- Because of the weak job market, many organizations have found it easy to hire people who had already done the same work for another organization, eliminating the need for training. Rather than hiring people with high potential and developing them for the long term, they have opted for people who could “hit the ground running,” regardless of their potential.
- In the case of mergers and acquisitions, if the organizations have not been properly integrated, compression may exist in the newly combined organization.

How to Tell if Salary Compression Exists

Two straightforward but effective analyses can determine if an organization is experiencing salary compression and can help identify specific areas of concern that warrant a closer look:

- *Review the compa-ratios within each salary grade or band by the employees' time in position.*

While time in a position is not the only factor that moves an employee through a salary range, it is a good proxy to start testing for compression within a specific salary grade or band. When shorter-service employees appear deeper in the range (e.g., the third or fourth quartiles) and longer-service employees appear at the beginning of the range (e.g., the first and second quartiles), it is a sign for closer examination. Note: An internal compa-ratio identifies the relationship of an incumbent's salary relative to the salary range midpoint. It is calculated as the employee's current salary divided by the salary range midpoint for the job the employee occupies.

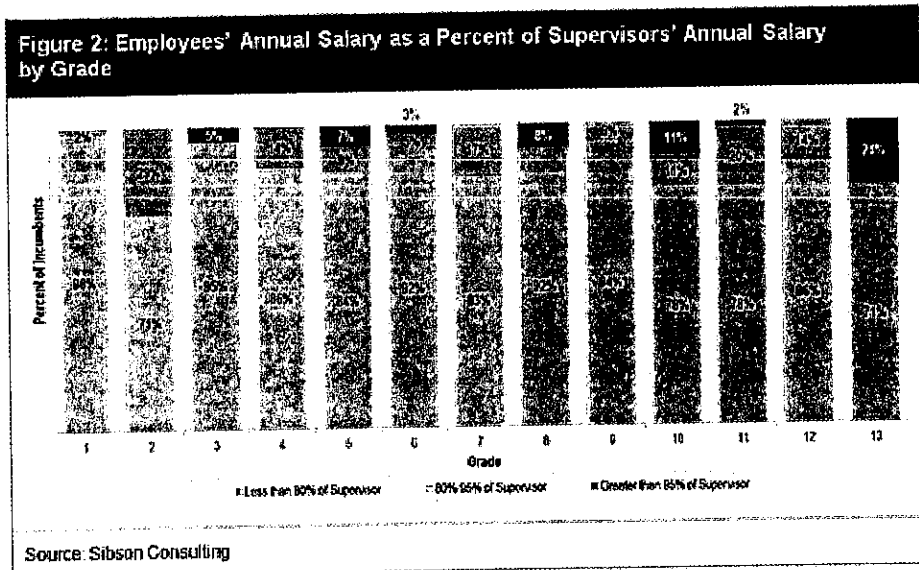


(/hrdisciplines

/PublishingImages/Miller%27s%20photofolder/SalaryCompression1.jpg)

»click on figure to view larger version)

• **Analyze how supervisors' salaries compare to their direct reports' salaries.** While there is no rule for when the salary-compression level becomes dangerously close, a good rule of thumb is to look at areas where direct reports' salaries are more than 95 percent of supervisors' salaries. Areas where direct reports' salaries are 80 to 95 percent of supervisors' salaries should be watched carefully for changes that could cause salaries to exceed 95 percent.



(/hrdisciplines

/PublishingImages/Miller%27s%20photofolder/SalaryCompression2.jpg)

»(click on figure to view larger version)

Most organizations should conduct an analysis annually to monitor the severity of salary compression. Those that have more severe issues, concerns about compression or high turnover rates or do a great deal of hiring may need to conduct an analysis every six months.

Preventing Future Salary Compression

Although some actions, like low annual raises, reorganizations and other events are effectively beyond HR's control, there are steps that can limit the detrimental effects of salary compression. For instance, when a new job opens, organizations should try to promote someone from within, rather than hiring from the outside. If that is not possible, it is important to:

- Look for high-potential external candidates who are ready to move up into the job and will see it as a promotion. This will limit the organization's need to pay the new hire a premium.
- Control pay both from an HR policy standpoint and from a budgetary standpoint. Managers will usually want the more experienced but higher-cost candidate if there is no policy or cost constraint dictating otherwise.
- Limit how high within a range new hires can be paid. Although HR policies that do so are generally unpopular and thought to be contrary to an organization's goal to "hire the best talent," many effective organizations have such policies.
- Require a review of equity adjustments for incumbents if new hires are brought in at higher salaries. This can encourage managers to think hard about how important prior experience in the same job really is.

Another cause of salary compression that an organization can control occurs when one organizational unit is relatively liberal with salary increases and promotions and other parts of the organization that have the same jobs are not. Strategies to control this include:

- Institute transparency across units, either before or even after compensation actions are taken. In cases where there has been little or no transparency over several years, the disparate actions between different organizational units can create salary compression and other inequities. Transparency can take the form of a simple scorecard showing the rates of increases and promotions in each unit. This tends to create a norm and, over time, leads to decisions that are more consistent and responsible.
- Institute calibration across units. Calibration can involve managers sharing planned compensation actions with their peer managers. It can also include several levels of approval for any actions before they take place so that a senior leader can spot any actions that appear suspect and will cause inequities, including compression.

Conclusion

The essence of compression is a failure of organizations to make meaningful distinctions among employees and differentially recognize what people are due. Consequently, salary compression can be a serious problem that eventually causes an organization to lose some of its most talented employees. Although many organizations have unintentionally allowed salary compression to take root, there are actions they can take now and in the future to keep it from reoccurring.

Jim Kochanski (<mailto:jkochanski@sibson.com>) is a senior vice president for Sibson Consulting and leader of the performance and rewards practice. He develops approaches and methods to help organizations align expectations and rewards to improve performance. *Yelena Stiles* (<mailto:ystyles@sibson.com>) is a senior consultant for Sibson Consulting. She specializes in compensation and performance management program assessment, redesign and implementation.

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The Art of Setting Pay (</Publications/hrmagazine/EditorialContent/2013/0513/Pages/0513-salary-surveys3.aspx>), *HR Magazine*, May 2013

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