



PUBLIC MEETING NOTICE

Aumsville City Council Meeting

In the Community Center and via Zoom Video Conference

Monday, March 25, 2024

AGENDA

1) Call to Order – 7:00 PM

- a) Approve Agenda

2) Presentations, Proclamations, and Visitors

- a) **Public Comment.** Public Comment will be accepted from online attendees at this time. Comments are limited to 5 minutes for comments on items other than Public Hearings listed below. There is a public comment period within each hearing. You may also submit comments by emailing City Administrator Ron Harding at rharding@aumsville.us by noon on March 25, 2024.
- b) **Visitors.** For information about how to attend the meeting online, please call City Hall at 503.749.2030 or email kpizzuto@aumsville.us to request login instructions. Information will also be posted on our website at Aumsville.us

3) Consent Agenda (Action)

- a) Minutes from the March 11, 2024 Regular Meeting
- b) Accounts Payable and Payroll Register

4) Public Hearings (None)

5) Old Business (None)

6) New Business

- a) Westech EJCDC Service Agreement – Wastewater Treatment Facility Design (Action)
 - 1. Staff Report
 - 2. EJCDC Agreement
- b) Phone System Selection (Action)
 - 1. Staff Report
 - 2. Proposal Comparison & Scores
 - 3. RSI Proposal
- c) 2024 Aumsville Corn Festival Grand Marshal Nominations

7) City Administrator Report

8) Mayor and Councilors Reports

9) Good of the Order (Other business may come before Council at this time)

10) Correspondence

11) Adjournment of Regular Meeting

12) Executive Session



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(503) 749-2030 • TTY 711 • Fax (503) 749-1852
www.aumsville.us

AUMSVILLE CITY COUNCIL

March 11, 2024 Meeting Minutes

Mayor Angelica Ceja called the meeting to order at 7:03 PM. Present in person: Mayor Angelica Ceja, Councilors Nico Casarez, Scott Lee, Della Seney, Katie Wallace, and Walter Wick. Council absent: Douglas Cox. Staff present: City Administrator (CA) Ron Harding present via Zoom, Public Works Director (PWD) Steve Oslie, Assistant City Administrator (ACA) Kirsti Pizzuto, and Community Outreach Coordinator (COC) Hayley Brewster. The meeting was video recorded to be released later.

AGENDA APPROVAL: Councilor Seney moved to approve the agenda with the addition of Resolution 02-24 OPRD Grant Application for Eastside Park Development Phase 1 and Resolution 03-24 OPRD Grant Application for Highberger Park Restrooms. Councilor Lee seconded. Council present voted unanimously to approve the agenda. Agenda approved.

PRESENTATIONS, PROCLAMATIONS, & VISITORS: COC Brewster presented an award to Council that the City received from the Oregon Festival and Events Association (OFEA) for the Aumsville Corn Festival for "Fundraising Festival of the Year." COC Brewster attended the annual OFEA conference and presented to the Council a summary of the classes she took while there. COC Brewster encouraged attendance in the future to further build city events.

PUBLIC COMMENT: None.

CONSENT AGENDA: Councilor Casarez moved to approve the consent agenda as presented. Councilor Seney seconded the motion. Council present voted unanimously to approve the agenda. Motion passed.

PUBLIC HEARING: None.

OLD BUSINESS: None.

NEW BUSINESS:

A) Public Works Facility Soft Costs

PWD Oslie presented the staff report that detailed how the contractor can get better rates on supplies for the soft costs related to the new public works facility. PWD Oslie stated he is available for questions if the Council had any.

Mayor Ceja asked for a motion. Councilor Seney moved to approve RA Gray Change Order in the amount of \$74,286.00 as presented by staff. Councilor Wick seconded. Council present voted unanimously to pass the motion. Motion passed.

B) Culpepper & Merriweather Proceeds Agreement

CA Harding stated the City previously approved the event contract for the circus. Culpepper and Merriweather asked for an agreement on how proceeds would be given. CA Harding spoke to Finance Officer Hoyer about the process of giving proceeds to the circus and concluded that it is manageable. CA Harding then stated the agreement has been sent to the city attorney for review as well.

Councilor Casarez motioned to approve the Culpepper & Merriweather Circus Payment Contract as presented by staff. Councilor Seney seconded the motion. Council present voted unanimously to pass the motion. Motion passed.

C) Resolution 02-24 OPRD Grant Application for Eastside Park Development Phase 1

ACA Pizzuto presented the staff report, stating the Park Planning Consultant met with city staff on options for the first phase of Eastside Park and the costs that could be associated. ACA Pizzuto made herself available for questions.

Mayor Ceja asked for a motion. Councilor Seney moved to approve Resolution 02-24 A Resolution Authorizing and Supporting the City of Aumsville Application for Oregon Parks and Recreation Department's Large Grant for Phase One Development of Eastside Park as presented by staff. Councilor Casarez seconded the motion. Council present voted unanimously to approve the motion. Motion passed.

D) Resolution 03-24 OPRD Grant Application for Highberger Park Restrooms

ACA Pizzuto presented the staff report, stating the city is only applying for the restrooms at Highberger Park. ACA Pizzuto made herself available for questions.

Mayor Ceja asked for a motion. Councilor Casarez moved to approve Resolution 03-24 A Resolution Authorizing and Supporting the City of Aumsville Application for Oregon Parks and Recreation Department Large Grant for Highberger Park Improvements as presented by staff. Councilor Lee seconded the motion. Council present voted unanimously to approve the motion. Motion passed.

CITY ADMINISTRATOR REPORT: CA Harding updated Council that the city received the recertification for Tree City this year. CA Harding informed Council that the Public Works Building is moving forward well and encouraged Council and city residents to drive by to see the progress.

CA Harding informed Council that city staff has been working on tracking legislative bills because there are new bills that will impact the City and the approach to development in the community.

CA Harding told Council the City did receive 4 million dollars in funding on the Capital Funding Bill that the Governor will most likely be signing soon, which will be used for to the wastewater project.

MAYOR/COUNCIL REPORTS AND INITIATIVES: Councilor Casarez wanted to remind Council to get their ethics reports turned in to the state, and encouraged Council to attend the State of the County Presentation.

Mayor Ceja stated she had acquired her tickets for the State of the County Presentations.

GOOD OF THE ORDER: None.

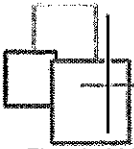
CORRESPONDENCE: None.

EXECUTIVE SESSION: None.

Mayor Ceja adjourned the meeting without prejudice at 7:23 PM.

Angelica Ceja, Mayor

Ron Harding, City Administrator



Payroll Register

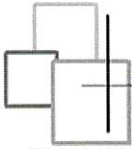
City of Aumsville

Fiscal: 2023-24
 Deposit Period: 2023-24 - March
 Check Period: 2023-24 - March - First Council

<u>Number</u>	<u>Name</u>	<u>Pay Date</u>	<u>Amount</u>
Riverview Community Bank	9001000967		
Check			
<u>Direct Deposit Run - 3/13/2024</u>	Payroll Vendor	3/15/2024	\$43,563.30
<u>EFT 13146830</u>	EFTPS	3/15/2024	\$15,444.01
<u>EFT 3272024</u>	PERS	3/15/2024	\$16,204.03
<u>EFT 64370314</u>	Oregon Department of Revenue	3/15/2024	\$4,181.80
<u>EFT HSA3152024</u>	HSA Bank	3/15/2024	\$1,631.41
<u>EFT OSGP3152024</u>	VOYA - STATE OF OREGON - LG#:2234	3/15/2024	\$585.00
<u>EFT V3152024</u>	Valic	3/15/2024	\$25.00
	Total	Check	\$81,634.55
	Total	9001000967	\$81,634.55
	Grand Total		\$81,634.55

Angelia E. J. [Signature]

[Signature]



Accounts Payable Register

City of Aumsville

Fiscal: 2023-24
Deposit Period: 2023-24 - March
Check Period: 2023-24 - March - Second Council

Number	Name	Print Date	Amount
Riverview Community Bank Check 56706	9001000967 ALLEN WAYNE MYERS	3/15/2024	\$64.56
		Total	Check
		Total	9001000967
		Grand Total	\$64.56







Accounts Payable Register

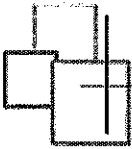
City of Aumsville

Fiscal: 2023-24

Deposit Period: 2023-24 - March

Check Period: 2023-24 - March - Second Council

Number	Name	Print Date	Amount
Riverview Community Bank	9001000967		
Check			
<u>56693</u>	911 SUPPLY	3/14/2024	\$2,093.15
<u>56694</u>	AIRGAS USA, LLC	3/14/2024	\$1,248.23
<u>56695</u>	BARKER SURVEYING CO	3/14/2024	\$1,100.00
<u>56696</u>	FCS GROUP	3/14/2024	\$2,118.75
<u>56697</u>	MARION COUNTY CLERK	3/14/2024	\$217.00
<u>56698</u>	MARION COUNTY TREASURY DEPARTMENT	3/14/2024	\$423.19
<u>56699</u>	PETROCARD, INC.	3/14/2024	\$392.42
<u>56700</u>	PLATT ELECTRIC SUPPLY	3/14/2024	\$268.59
<u>56701</u>	SONSRAY MACHINERY LLC	3/14/2024	\$148.63
<u>56702</u>	STAN BUTTERFIELD P.C.	3/14/2024	\$750.00
<u>56703</u>	THE AUTOMATION GROUP	3/14/2024	\$26,969.40
<u>56704</u>	THOMASON FORD, LLC	3/14/2024	\$1,203.40
<u>56705</u>	WINTERBROOK PLANNING	3/14/2024	\$2,591.25
<u>EFT Payment 3/14/2024 4:46:56 PM - 1</u>	Harland Clarke - Ordermychecks.com	3/14/2024	\$90.06
<u>EFT Payment 3/14/2024 4:46:56 PM - 2</u>	HOME DEPOT CREDIT SERVICES	3/14/2024	\$142.22
<u>EFT Payment 3/14/2024 4:46:56 PM - 3</u>	PACIFIC OFFICE AUTOMATION	3/14/2024	\$86.70
<u>EFT Payment 3/14/2024 4:46:56 PM - 4</u>	REPUBLIC SERVICES #456	3/14/2024	\$60.00
<u>EFT Payment 3/14/2024 4:46:56 PM - 5</u>	RIVERVIEW COMMUNITY BANK	3/14/2024	\$9,769.34
	Total	Check	\$49,672.33
	Total	9001000967	\$49,672.33
	Grand Total		\$49,672.33



Accounts Payable Register

City of Aumsville

Fiscal: 2023-24

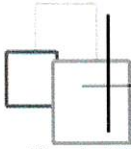
Deposit Period: 2023-24 - February

Check Period: 2023-24 - February - Second Council

Number	Name	Print Date	Amount
Riverview Community Bank	9001000967		
Check			
<u>JANUARY 2024 WBE</u>	OREGON DEPARTMENT OF REVENUE	2/27/2024	\$58.23
	Total	Check	\$58.23
	Total	9001000967	\$58.23
	Grand Total		\$58.23

[Handwritten Signature]

[Handwritten Signature]



Accounts Payable Register

City of Aumsville

Fiscal: 2023-24
 Deposit Period: 2023-24 - March
 Check Period: 2023-24 - March - First Council

Number	Name	Print Date	Amount
Riverview Community Bank	9001000967		
Check			
56675	AUMSVILLE ACE HARDWARE	3/7/2024	\$32.53
56676	BEERY ELSNER & HAMMOND LLP	3/7/2024	\$3,720.45
56677	BMS TECHNOLOGIES	3/7/2024	\$2,711.72
56678	DAVISON AUTO PARTS INC	3/7/2024	\$208.94
56679	FERGUSON ENTERPRISES INC #3325	3/7/2024	\$30.75
56680	FRERES BUILDING SUPPLY	3/7/2024	\$356.23
56681	HAYLEY BREWSTER	3/7/2024	\$170.18
56682	MOONLIGHT MAINTENANCE	3/7/2024	\$416.00
56683	PACIFIC OFFICE AUTOMATION	3/7/2024	\$60.99
56684	PETROCARD, INC.	3/7/2024	\$1,225.80
56685	RASMUSSEN SPRAY SERVICE, INC.	3/7/2024	\$1,933.25
56686	STATE OF OREGON	3/7/2024	\$1,304.00
56687	THE LOCK GUY	3/7/2024	\$195.00
56688	THOMASON FORD, LLC	3/7/2024	\$1,165.24
56689	TMG SERVICES INC	3/7/2024	\$136.98
56690	WESTECH ENGINEERING INC	3/7/2024	\$9,843.76
56691	WILCO	3/7/2024	\$119.00
56692	WIRE WORKS, LLC	3/7/2024	\$324.00
EFT Payment 3/7/2024 1:35:30 PM - 1	INVOICE CLOUD	3/7/2024	\$191.20
EFT Payment 3/7/2024 1:35:30 PM - 2	PACIFIC POWER	3/7/2024	\$12,059.11
EFT Payment 3/7/2024 1:35:30 PM - 3	VERIZON WIRELESS	3/7/2024	\$38.79
EFT Payment 3/7/2024 1:35:30 PM - 4	WAVE	3/7/2024	\$9.95
	Total	Check	\$36,253.87
	Total	9001000967	\$36,253.87
	Grand Total		\$36,253.87

Della Senev

Bob Henry



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STAFF REPORT

DATE: March 25th 2024
TO: Aumsville City Council
FROM: Matthew Etzel
SUBJECT: Westech EJCDC Contract

BACKGROUND

Recently the council approved a proposal from Westech Engineering to complete the design of the Wastewater Treatment Facility. As part of this work, Westech Engineering needed to update the current contract between the City of Aumsville and Westech to an EJCDC Contract that would meet the USDA funding requirements. Since this project will be funded using USDA loans and grants, the design along with the construction services must be done under the EJCDC contract format.

City staff have worked with Westech, USDA staff, and our legal team to make sure this contract is correct and best serves the City for the Wastewater Treatment Facility Project. The contract is pending USDA approval. Once it has final approval by USDA the city can complete the contract and move forward with the final design and construction of the Wastewater Treatment Facility.

CURRENT SITUATION

The City's current Engineering Contract doesn't meet the requirements of our funding source for the Wastewater Treatment Facility Project and will need to be updated to the EJCDC Contract to meet the USDA requirements for funding.

This contract will be used to complete the design and construction services of the new Wastewater Treatment Facility.

RECOMMENDATION

Approve the EJCDC contract between Westech and the City of Aumsville.

COUNCIL OPTIONS

1. Move to approve the EJCDC contract between Westech and the City of Aumsville as presented by staff
2. Move to approve the EJCDC contract between Westech and the City of Aumsville as amended by ...
3. Remand back to staff to provide additional research or modification.

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



Issued and Published Jointly by



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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(703) 684-2882
www.nspe.org

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005
(202) 347-7474
www.acec.org

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400
(800) 548-2723
www.asce.org

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AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of [] (“Effective Date”) between
The City of Aumsville (“Owner”) and
Westech Engineering, Inc. (“Engineer”).

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:
Wastewater Treatment Plant Improvements (“Project”).

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

Engineer's services under this Agreement are generally identified as follows: Final design phase engineering for a new wastewater treatment plant. The proposed improvements are to be as generally described in the Preliminary Engineering Report dated March 4, 2022 and the Preliminary Design Report approved by the Oregon DEQ on November 7, 2023. The proposed design work includes the preparation of two bid packages. The first is the treatment plant improvements, the second is a request for proposals for biosolids removal from the existing lagoons. In addition to the preparation of design documents for these two bid packages, the proposed scope of services includes the preparation of a detailed scope of work and scope of supply for the Owner's system integrator of record. The system integration work will be completed under a separate contract between the Owner and the Owner's system integrator. But, the scope of work and scope of supply for the system integrator will be prepared by the Engineer.

This Agreement is for final design phase services only. Bidding phase services, construction phase services, and post construction phase services, may be added in the future by a contract amendment signed by all parties.

The proposed scope of services and fee estimate is based on the following assumptions:

1. The project will not include any restrooms in any of the proposed buildings.
2. The project will not include a new lab building or laboratory within one of the proposed new buildings.
3. The improvements will not be designed with provisions for ADA access to the treatment plant tankage. The blower building and DAF building will be designed for ADA access. But, the DAF clarifier tank and DAF equipment skid inside the building will not be designed for ADA access.
4. All buildings can be designed with conventional shallow foundations and will not require deep foundation systems like pile foundations.

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 and due to unforeseeable circumstances beyond Engineer’s reasonable control, 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, may 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:* Invoices must include a breakdown of services provided. 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. Undisputed 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 undisputed 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 ten 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.

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. Opinions of Probable Cost and any revisions thereof should reflect compliance with American Iron and Steel (AIS) requirements mandated by Section 746 of Title VII of the Consolidated Appropriations Act of 2017 and subsequent statutes, and Build America, Buy America (BABA) requirements mandated by Title IX of the Infrastructure Investment and Jobs Act of 2021.

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. Opinions of Total Project Costs and any revisions thereof should reflect compliance with American Iron Steel (AIS) requirements mandated by Section 746 of Title VII of the Consolidated Appropriations Act of 2017 and subsequent statutes, and Build America, Buy America (BABA) requirements mandated by Title IX of the Infrastructure Investment and Jobs Act of 2021.

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 and Engineer Personnel:* 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 and subject to the legal requirements of Exhibit L. All Engineer personnel and Consultants shall be properly trained and fully licensed to undertake any activities pursuant to this Agreement, and Engineer shall have all requisite permits, licenses and other authorizations necessary to provide the services.

- 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. *Furnishing of Records and Identification:*
1. Engineer shall furnish certified cost records for all billings to substantiate all charges. For such purposes, the books of account of the Engineer shall be subject to audit by the Owner in accordance with the terms of this Agreement. The Engineer shall complete services and cost records for all billings on such forms and in such manner as will be satisfactory to the Owner.
 2. Engineer shall furnish to Owner Engineer's employer identification number, as designated by the Internal Revenue Service or, if the Internal Revenue Service has designated no employer identification number, Engineer's Social Security number.
- F. *Notice of Problems, Issues, or Nonconformities:* Engineer shall give prompt written notice to Owner if, at any time during the performance of this Agreement, Engineer becomes aware of actual or potential problems, faults or defects in the Project or at the Site, any nonconformity with the Agreement, or with any federal, state, or local law, rule or regulation, or has any objection to any decision or order made by Owner. Any delay or failure on the part of Owner to provide a written response to Engineer shall constitute neither agreement with nor acquiescence in Engineer's statement or claim and shall not constitute a waiver of any of Owner's rights.
- G. *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.
- H. 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.

- I. 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.
- J. 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.
- K. 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.
- L. 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.
- M. 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.
- N. Engineer's services do not include providing legal advice or representation.
- O. 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.
- P. 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 work, including but not limited to Documents, Drawings, Specifications papers, computer programs, and photographs, performed or produced by Engineer under this Agreement shall be the property of Owner. Subject to Section 6.03.C, Engineer will defend all suits or claims for infringement of patent, trademark, and/or copyright for which Engineer is responsible (including, without limitation, any claims which may be brought against Owner), and Engineer will be liable to Owner for all losses arising therefrom, including costs, expenses, and attorney fees..
- 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. All Documents shall be the property of Owner, subject to the following limitations: (1) Owner acknowledges that the 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; and (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 reuse or modification of the Documents without written verification, completion, or adaptation by Engineer.
- 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 may 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 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.
- D. 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.
- E. 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 and/or further compensation 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 unforeseeable 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.

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.
- C. Any litigation arising under or as a result of this Agreement shall be tried before the court without a jury. Each party agrees to be responsible for payment of its own professional fees, including attorneys' fees, in both the procedures of Exhibit H and litigation.

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 materially 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 defend, indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, elected and appointed officials, volunteers, 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, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, subcontractors, 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:* Subject to the Oregon Tort Claims Act (ORS 30.260 to 30.300), 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 and subject to the Oregon Tort Claims Act (ORS 30.260 to 30.300), 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) relating to an undisclosed 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 acts, omissions, negligence, gross 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 and all claims in connection with the Agreement, 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 allow Owner (or any of its authorized representatives) to audit, examine, copy, take excerpts from or transcribe any books, documents, papers, or records that are subject to the foregoing retention requirement.

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.
- F. *Engineer is Independent Contractor*: Engineer is an independent contractor for all purposes and shall be entitled to no compensation other than the compensation expressly provided by this contract. Engineer hereby expressly acknowledges and agrees that as an independent contractor, Engineer is not entitled to indemnification by the Owner or the provision of a defense by the Owner under the terms of ORS 30.285. This acknowledgment by Engineer shall not affect his/her independent ability (or the ability of his/her insurer) to assert the monetary limitations found at ORS 30.270, the immunities listed at ORS 30.265, or other limitations affecting the assertion of any claim under the terms of the Oregon Tort Claims Act (ORS 30.260 to ORS30.300).

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 the Engineer in accordance with Part 2 of Exhibit A of this Agreement.
 - 3. *Agency* – The Rural Utilities Service or any designated representative of Rural Utilities Service, including USDA, Rural Development.
 - 4. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
 - 5. *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.

6. *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.
7. *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.
8. *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.
9. *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.
10. *Construction Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
11. *Construction Contract Documents*—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract.
12. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
13. *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.
14. *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.

15. *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.
16. *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.
17. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.
18. *Day*—The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
19. *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.
20. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
21. *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.
22. *Engineer*—The individual or entity named as such in this Agreement.
23. *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.
24. *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, including those set forth in Exhibit L.
25. *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.

26. *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.
27. *Record Drawings*—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer 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.
28. *Reimbursable Expenses*—The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic Services and Additional Services for the Project.
29. *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.
30. *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.
31. *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.
32. *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.
33. *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.
34. *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.
35. *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.

36. *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.
37. *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.
38. *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.
39. *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.

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.
- G. Exhibit G, Insurance.
- H. Exhibit H, Dispute Resolution.
- I. Exhibit I, Limitations of Liability, not used.

- J. Exhibit J, Special Provisions, not used.
- K. Exhibit K, Amendment to Owner-Engineer Agreement.
- L. Exhibit L, Applicable Public Contracting Regulations.
- M. Exhibit M, USDA required hazardous materials survey

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 any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
 - 3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

8.05 *Federal Requirements*

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

- B. Audit and Access to Records. Owner, Agency, and Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Engineer which are pertinent to the Agreement, for the purpose of making audits, examinations, excerpts, and transcriptions. Engineer shall maintain all required records for three years after final payment is made and all other pending matters are closed.
- C. Restrictions on Lobbying. Engineer and each Consultant shall comply with “Restrictions on Lobbying” if they are recipients of engineering services contracts and subcontracts that exceed \$100,000 at any tier. As applicable, Engineer must complete a certification form on lobbying activities related to a specific Federal loan or grant that is a funding source for this Agreement. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other applicable award. Each tier shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Certifications and disclosures are forwarded from tier to tier up to the Owner. Necessary certification and disclosure forms shall be provided by Owner.
- D. Suspension and Disbarment. Engineer certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participating in this transaction by any Federal department of agency. Engineer will not contract with any consultant for this project if it or its principles is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Necessary certification forms shall be provided by the Owner. The Engineer will complete and submit a form AD-1048, “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Transactions”, to the Owner who will forward it to the USDA, Rural Development processing office.
- E. All development will be completed in accordance with applicable provisions of RUS Instruction 1780, Subpart C – Planning, Designing, Bidding, Contracting, Constructing and Inspections, and in compliance with all statutory requirements.

8.06 *State Public Contracting Requirements.*

- A. Engineer certifies that it shall comply with all public contracting requirements set forth in Exhibit L.

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

Owner: The City of Aumsville, Oregon

Engineer: Westech Engineering, Inc.

(Signature)

(Signature)

Print name: Ron Harding
Title: City Administrator
Date Signed:

Print name: Christopher J. Brugato, P.E.
Title: Vice President
Date Signed:

Engineer License or Firm's Certificate No. (if required):
56473PE
State of: Oregon

Address for Owner's receipt of notices:
City of Aumsville
595 Main Street
Aumsville, OR 97325

Address for Engineer's receipt of notices:
Westech Engineering, Inc.
3841 Fairview Industrial Dr. SE, Suite 100
Salem, OR 97302

Designated Representative (Paragraph 8.03.A):
Ron Harding
Title: City Administrator
Phone Number: 503.749.2030
E-Mail Address: rharding@aumsville.us

Designated Representative (Paragraph 8.03.A):
Christopher J. Brugato
Title: Vice President
Phone Number: 503.585.2474
E-Mail Address: cbrugato@westech-eng.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 [].

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 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. After consultation with Owner, include in the Construction Contract Documents any specific 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. Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer.
 6. 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.
 7. 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.

Exhibit A – Engineer's Services

EJDC® E-500, Agreement Between Owner and Engineer for Professional Services.

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8. 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.
9. Perform or provide the following other Final Design Phase tasks or deliverables:
 - a. The Engineer shall identify the building codes and accessibility standards used in the design and indicate them on the drawings and specifications and certify that the final drawings and specifications comply with those standards.
 - b. Major Equipment Procurement. Prepare requests for proposals for up to two major equipment items including the sequencing batch reactor equipment and the dissolved air floatation clarifier equipment described in the preliminary design report. Obtain funding agency approval of the request for proposals. Assist the City with advertising the proposal requests (City to pay advertising costs). Review and evaluate the proposal requests, assist the City with the selection of a preferred equipment supplier, and assist the City with the execution of a contract for the equipment.
 - c. BABA Waiver Analysis. Develop a list of equipment and materials required for the project. Identify materials and equipment that are not manufactured in the United States and for which waivers will be required.
 - d. 50% Design. Prepare topographic survey and geotechnical investigations. Prepare 50% plans, specifications, and engineer's opinion of probable cost. Prepare lagoon sludge inventory and map sludge depths in existing lagoons. Collection sludge samples and deliver to laboratory to test for fecal coliform, metal toxicity, semi-volatile and volatile organics, nutrients, total solids, volatile solids, and vector attraction. 50% design deliverables will include the Geotechnical Report, Lagoon Sludge Inventory, Lagoon Sludge Laboratory Results, and 50% plans, specifications, and opinion of probable cost (5 hard copies and electronic copies in PDF format). Submit plans to funding agency and City.
 - e. 90% Design.
 - 1) Treatment Plant Improvements Bid Package – Prepare 90% plans, specifications, and opinion of probable cost. Address 50% review comments from the funding agency and the City. Submit 90% documents to funding agency and City for review.
 - 2) Biosolids Removal Bid Package – Prepare draft request for proposals for biosolids removal and submit to the funding agency and the City for review.
 - 3) 90% design deliverables will include the 90% plans, specifications, and opinion of probable cost for treatment plant bid package and the biosolids removal bid package (5 hard copies and electronic copies in PDF format).
 - f. Final Design. Revise design based on comments from the City and funding agency for both the treatment plant bid package and the biosolids removal bid package. Provide bid-ready plans and specifications, and opinion of probable cost. Submit

the documents to Marion County for building permit review. Submit the documents to the Oregon Department of Environmental Quality for plan review. Submit the documents to the funding agency. Make any revisions needed to address comments from the Marion County Building Department, Oregon DEQ, and the funding agency. Final deliverables will include final bid-read documents for the Treatment Plant Improvement Bid Package and the Biosolids Removal Bid Package (5 hard copies and one electronic copy in pdf format).

10. Furnish for review by Owner, its legal counsel and Agency, and other advisors 5 copies of the final requests for proposals of the major equipment items described in paragraph 1.03.A.9.b above within 45 days of authorization to proceed with the Final Design Phase, and review them with the Owner. Within 20 days of receipt, Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.
11. Furnish for review by Owner, its legal counsel and Agency, and other advisors, five copies of the 50% 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 50% Design Phase deliverables, within 150 days after the Owner executes a contract with the major equipment suppliers as described in paragraph 1.03.A.9.b above, and review them with Owner. Within 20 days of receipt, Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.
12. Furnish for review by Owner, its legal counsel and Agency, and other advisors, five copies of the 90% 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 90% Design Phase deliverables, within 150 days after the Owner provides review comments for the 50% deliverables, and review the 90% deliverables with Owner. Within 20 days of receipt, Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.
13. 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 five final copies of such documents to Owner within 60 days after receipt of Owner's comments and instructions for the 90% deliverables.
14. Provide the Owner and Agency with a written certification that 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 comply with all requirements of Agency.

15. Services required to determine and certify that to the best of the Engineer's knowledge and belief all Iron and Steel Products, Manufactured Products, and Construction Material products referenced in engineering analysis the Plans, Specifications, and Bidding Documents requiring design revisions comply with all federal requirements including the American Iron and Steel (AIS) requirements mandated by Section 746 of Title VII of the Consolidated Appropriations Act of 2017 and subsequent statutes, and the Build America, Buy America (BABA) domestic preference requirements mandated by Title IX of the Infrastructure Investment and Jobs Act of 2021 (Pub.L. 117-58, §§ 70901-70953), or are the subject of a waiver approved by the Secretary of Agriculture or designee.
- 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 and all final design phase deliverables have been accepted by Owner
- C. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.
- D. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is two. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

A1.02 *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. Obtain Agency concurrence on any Addenda that modifies the Bidding Documents. Obtain prior concurrence when possible.

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.
 - a. The Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors prior to award of contracts for the Work. Engineer shall issue a bid addendum for all approved "or equals" and substitutes. Review of substitutes and "or equals" shall be in accordance with the General Conditions of the Construction Contract and applicable Agency regulations. Services under this paragraph are subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.
 - b. Services required to determine and certify that to the best of the Engineer's knowledge and belief all Iron and Steel Products, Manufactured Products, and Construction Materials referenced in Bid Addenda requiring design revisions are compliant with domestic preference requirements of American Iron and Steel and The Build America, Buy America requirement, or are the subject of an approved waiver.
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:
 - a. Upon award of the Construction Contract, the Engineer shall furnish to Owner five executed copies of the Contract Documents and one electronic copy of the signed documents, including Drawings and Specifications.
 - b. Provide copy of the Manufactures' Certification, or waiver, to the Bidders on any domestic preference compliant products specified as sole source in the Plans, Specifications and Bidding documents. Manufacturers' Certifications and waivers are to be included in the Bidding Documents and must be kept in the Engineer's project file and on-site during construction.

- c. Provide copy of the Manufacturers' Certification, or waiver, to the Bidders on any domestic preference compliant products specified as sole source in the Plans, Specifications, Bidding Documents including any Bid Addenda and change Orders. Manufacturers' Certifications and waivers are to be included in the Bidding Documents and must be kept in the Engineer's project file and on-site during construction.
- 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).

A1.03 *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.
 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 and chair 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:* 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.

- c. The visits described in Article A1.05.A.9.a shall be at least monthly, and the Engineer shall document all visits to the project with copies furnished to the Owner and Agency.
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 action with respect to Shop Drawings, Samples, and other required Contractor submittals, including

Applications for Payment, to ensure compliance with American Iron and Steel and Build America, Buy America requirements. Any Iron and Steel Products, Manufactured Products, and Construction Materials included in any submittal by the General Contractor, must include a Manufacturers' Certification letter, or waiver, to verify domestic preference requirements. Copies of said documentation must be kept in the Engineer's project file and on-site during construction. In the event the Engineer requires an item to be sole source, the Engineer must furnish the Manufacturers' Certification, or waiver, to Contractor for said item. 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. Review of substitutes and "or equals" shall be in accordance with the General Conditions of the Contract and applicable Agency regulations. Prior to approval of any substitute "or equal", review Manufacturers' Certifications, or waiver, provided by the Contractor to verify the product(s) meet American Iron and Steel and Build America, Buy America domestic preference requirements. Manufacturers' Certifications and waivers must be kept in the Engineer's project file and on-site during construction.

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.
- d. As part of the approval process for payment applications, Engineer confirms that Manufacturers' Certifications, or waivers, meeting American Iron and Steel and Build America, Buy America domestic preference requirements have been received for all items requested for payment. By recommending for payment, Engineer certifies that they have reviewed the documentation for items included in the payment application for compliance with domestic preference requirements.

Engineer must keep a Manufacturers' Certifications and waivers in the project files and on-site during construction.

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. Review Change Proposals to ensure compliance with American Iron and Steel and Build America, Buy America domestic preference requirements.
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 and review the annotated record documents which are to be assembled by Contractor in accordance with the construction Contract Documents to obtain final payment. The Engineer shall prepare Record Drawings and furnish such Record Drawings to Owner.
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:
 - a. Upon Substantial Completion, the Engineer shall provide a copy of the Certificate of Substantial Completion to the Agency.
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.
 - a. Obtain the Contractors' Certification letter and copies of Manufacturers' Certifications and waivers from the Contractor for all American Iron and Steel and Build America, Buy America compliant products used in the project. Upon Substantial Completion, provide copies of Contractors' and Manufacturers' Certifications to the Owner and Agency.
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.

- 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 may 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.

A1.04 *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.
- 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. BABA Waivers. All work related to the preparation of requests for waivers from the requirements of the Build American Buy American Act for those items identified under paragraph 1.03.A.9.c above. This shall include the preparation of the waiver requests, submitting the waiver requests and preparation of responses to any requests for additional information from the review agencies.
 - 2. 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; not including preparation of the Environmental Report defined under Basic Services, 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.

3. 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.
4. 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.
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
 - 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. 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.
 18. 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.
 19. Preparation of operation, maintenance, and staffing manuals.
 20. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).
 21. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.

22. 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.
23. 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.
24. Overtime work requiring higher than regular rates.
25. 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.
26. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
27. 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).
28. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.
29. Preparation of Land Use approval applications.
30. Easements and legal descriptions.
31. Cultural, Wetlands, or Threatened and Endangered Species Investigation and permitting.
32. SCADA Integration.
33. Flood Studies.
34. Floodplain Development Permit Applications.

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; 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 [].

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.
 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 constructability 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.
 - S. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.
- B2.02 Owner is ultimately responsible for compliance with the American Iron and Steel (AIS) requirements mandated by Section 746 of Title VII of the Consolidated Appropriations Act of 2017 and subsequent statutes, and the Build America, Buy America (BABA) requirements

mandated by Title IX of the Infrastructure Investment and Jobs Act of 2021 requiring domestic preference, and will be responsible for the following:

- A. Sign loan resolutions, grant agreements and letters of intent to meet conditions which include domestic preference language, accepting domestic preference requirements in those documents and in the letter of conditions.
- B. Sign agreements for engineering services, construction contracts, and all other appropriate and necessary documents which include domestic preference language.
- C. Acknowledge responsibility for compliance with domestic preference requirements by signing change orders (EJCDC C-941), work change directives (EJCDC C-940), field orders (C-942) and partial payment applications (EJCDC C-620).
- D. Obtain certification letters and waivers from the Contractor upon Substantial Completion of the project and maintain this documentation for the life of the loan.
- E. If the project is seeking a waiver of domestic preference requirements, provide any requested information to assist the Agency in processing the waiver requires.
- F. Where the Owner directly procures American Iron and Steel and Build America, Buy America compliant products:
 - a. Include American Iron and Steel and Build America, Buy America clauses in the procurement contracts; and
 - b. Obtain Manufacturers' Certification and/or waivers; and
 - c. Provide copies to Engineer, Contractor and the Agency.

This is **EXHIBIT C**, consisting of 7 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [].

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. For clarity’s sake, all payments for Engineer’s Basic Services shall not exceed the amounts expressly authorized by Owner’s City Council.
 5. The total compensation for services under Paragraph C2.01 is estimated to be \$980,000 based on the following estimated distribution of compensation:

a. Study and Report Phase	None. Study and Report phase services are not included in this contract.
b. Preliminary Design Phase	None. Preliminary design phase services are not included in this contract
c. Final Design Phase	\$980,000
d. Bidding or Negotiating Phase	None. Bidding or Negotiating Phase Services are not included in this contract.

- 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 or is likely to be exceeded, Engineer shall give Owner and Agency prompt advance 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: None. Resident Project Representative Basic Services are not included in this contract.

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 1.1.
4. The Reimbursable Expenses Schedule will be adjusted annually (as of October) to reflect equitable changes in the compensation payable to Engineer. Changes will not be effective unless and until concurred in by the Owner and Agency.

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

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 1.1.
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 and Agency 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 no 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 1.1.
 4. The Reimbursable Expenses Schedule will be adjusted annually (as of October) to reflect equitable changes in the compensation payable to Engineer. Changes will not be effective unless and until concurred in by the Owner and Agency.
- 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 1.1.

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 no 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 [] .

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:

8"x11" Copies/Impressions	\$ 0.15/page
Copies of Drawings	\$ 2.50/sheet
Mileage (auto)	\$ 0.60/mile
Air Transportation	at cost
Laboratory Testing	at cost
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 [].

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:

Engineer X	\$165/hour
Engineer IX	\$160/hour
Engineer VIII	\$152/hour
Engineer VII	\$142/hour
Engineer VI	\$132/hour
Engineer V	\$126/hour
Engineer IV	\$120/hour
Engineer III	\$117/hour
Designer III	\$105/hour
Designer II	\$95/hour
Designer I	\$86/hour
Resident Project Representative	\$96/hour
Secretary	\$82/hour

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

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. Full-time Resident Project Representation is required unless requested in writing by the Owner and waived in writing by the Agency.
- 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. For clarity’s sake, notwithstanding the forgoing, RPR shall comply with all duties and responsibilities set forth in D1.01.C.
- 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 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.
- d. If the RPR observes or uncovers a potential or ongoing deviation from the Specifications that, in the commercially reasonable opinion of the RPR, may result in defective Work, RPR shall, in its discretion: (A) order an immediate temporary suspension of the Work until such deviation may be sufficiently considered and addressed; (B) immediately communicate such deviation to Owner and request an appropriate direction and response; or (C) otherwise exercise its reasonable judgment in an effort to minimize defects in the Work and deviations from the Specifications.

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.
 - g. Maintain all Manufacturers' Certifications and waivers in the project file and on-site during construction to ensure compliance with American Iron and Steel and Build America, Buy America domestic preference requirements, as applicable.
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. Deleted.
 - 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 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [].



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 [].

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) Bodily injury, each accident: \$500,000
- 2) Bodily injury by disease, each employee: \$500,000
- 3) Bodily injury/disease, aggregate: \$500,000

c. General Liability --

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

d. Excess or Umbrella Liability --

- 1) Per Occurrence: \$2,000,000
- 2) General Aggregate: \$2,000,000

e. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage):

\$2,000,000

f. Professional Liability --

- 1) Each Claim Made \$2,000,000
- 2) Annual Aggregate \$3,000,000

g. Other (specify): None.

2. By Owner:

a. Workers' Compensation: Statutory

Exhibit G – Insurance.

b. Employer's Liability --

- | | |
|--|--------------|
| 1) Bodily injury, Each Accident | \$ 1,000,000 |
| 2) Bodily injury by Disease, Each Employee | \$ 1,000,000 |
| 3) Bodily injury/Disease, Aggregate | \$ 1,000,000 |

c. General Liability --

- | | |
|---|--------------|
| 1) General Aggregate: | \$ 1,000,000 |
| 2) Each Occurrence (Bodily Injury and Property Damage): | \$ 3,000,000 |

d. Excess Umbrella Liability

- | | |
|-----------------------|--------------|
| 1) Per Occurrence: | \$ 5,000,000 |
| 2) General Aggregate: | \$ 5,000,000 |

e. Automobile Liability – Combined Single Limit (Bodily Injury and Property Damage):

\$1,000,000

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. Westech Engineering Inc.
Engineer

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 [].

Dispute Resolution

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

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 mutually agreed upon mediator with mediation to be conducted in Salem, Oregon unless both parties agree in writing otherwise. Owner and Engineer agree to participate in the mediation process in good faith. If the Owner and Engineer fail to agree on a mediator, a mediator shall be appointed by the presiding judge of the Marion County Circuit Court upon the request of either party. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution 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 [].

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: _____

This is **EXHIBIT L**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [].

Public Contracting Requirements

The following public contracting requirements shall apply to the Engineer and its respective subcontractors and Consultants for the term of the Agreement:

- A. *Overtime.* Any person employed on work under this Agreement, other than a person subject to being excluded from the payment of overtime pursuant to either ORS 653.010 to 653.261 or 29 USC §201 to 209, shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week.
- B. *Payment for Labor or Material.* Engineer shall make payment promptly, as due, to all persons supplying to Engineer labor or material for the performance of the work provided for in this Agreement. (ORS 279B.220)
- C. *Contributions to the Industrial Accident Fund.* Engineer shall pay all contributions or amounts due the Industrial Accident Fund from Provider incurred in the performance of this Agreement, and shall ensure that all subcontractors and Consultants pay those amounts due from the subcontractors and Consultants. (ORS 279B.220)
- D. *Liens and Claims.* Engineer shall not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished. (ORS 279B.220)
- E. *Income Tax Withholding.* Engineer shall pay to the Oregon Department of Revenue all sums withheld from employees pursuant to ORS 316.167. (ORS279B.220)
- F. *Hours of Labor.* Engineer shall pay employees for overtime work performed under the terms of this Agreement in accordance with ORS 653.010 to ORS 653.261 and the Fair labor standards Act of 1938. (29 USC §§ 201 *et. seq.*)
- G. *Workers' Compensation.* Engineer is a subject employer that will comply with ORS 656.017. Engineer warrants that all persons engaged in contract work and subject to the Oregon Workers' Compensation law are covered by a workers' compensation plan or insurance policy that fully complies with Oregon law. Engineer shall indemnify Owner for any liability incurred by Owner as a result of Engineer's breach of the warranty under this Section. (ORS 279B.230)
- H. *Medical Care for Employees.* Engineer shall promptly, as due, make payment of all sums to any person, co-partnership, association or corporation, furnishing medical, surgical and/or hospital care incident to the sickness or injury of Engineer's employee(s), all sums which Engineer agrees to pay for such services and all monies and sums which Engineer collected or deducted from the wages of employees pursuant to any law, contract or contract for the purpose of providing or paying for such service. (ORS 279B.230)

- I. *Non-Discrimination.* Engineer agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Engineer also shall comply with the Americans with Disabilities Act of 1990, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws.
- J. *Lawn or Landscaping.* If the Services or Project under this Agreement contemplate lawn or landscape maintenance, Engineer shall salvage, recycle, compost or mulch yard waste material at an approved site, if feasible and cost-effective. (ORS 278B.225)
- K. *Foreign Contractor.* If Engineer is not domiciled in or registered to do business in the state of Oregon, Engineer shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this Agreement. Engineer shall demonstrate its legal capacity to perform these services in the state of Oregon prior to entering into this Agreement.
- L. *Federal Environmental Laws.* Engineer shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).
- M. *Tax Law Compliance.* Engineer (to the best of Engineer's knowledge, after due inquiry), for a period of no fewer than six calendar years (or since the firm's inception if less than that) preceding the Effective Date of this Agreement, faithfully has complied with:
 - 1. All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;
 - 2. Any tax provisions imposed by a political subdivision of this state that applied to Engineer, to Engineer's property, operations, receipts, or income, or to Engineer's performance of or compensation for any services performed by Engineer;
 - 3. Any tax provisions imposed by a political subdivision of this state that applied to Engineer, or to goods, services, or property, whether tangible or intangible, provided by Engineer; and
 - 4. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

This is **EXHIBIT M**, consisting of [] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [].

USDA Required Hazardous Materials Survey



595 Main St. Aumsville, Oregon 97325
(503) 749-2030 • TTY 711 • Fax (503) 749-1852
www.aumsville.us

STAFF REPORT

DATE: March 25, 2024
TO: Aumsville Mayor and City Council
FROM: Matthew Etzel, Assistant Public Works Director
SUBJECT: City-Wide Phone System Upgrade

BACKGROUND

The City of Aumsville currently operates a Reliant Phone System that utilizes potted phone lines that then go to all individual workstations and different departments.

The current system is now outdated and unable to be serviced. This leaves our City Hall, Police Department, and Public Works without the ability to repair the phone system if there is a failure. We have recently started to see these failures in the system with the emergency phone in front of the Police Department and phone features like calls being directed to the next open line failing.

Public Works will soon be moving into our new facility and will need to have a phone system in the new facility. Moving the existing system is not an option as again it is part of the Reliant System and unable to be serviced or relocated. With this move and the failing parts of the system, it is most feasible to install a new system at Public Works, City Hall, and the Police Department at the same time, saving additional set-up fees.

About 4 months ago staff created a phone committee that consists of members from each department and location along with our Keizer IT representatives. Those members expressed the needs of each department and any special requirements we should make vendors aware of when requesting quotes. The committee created a request for proposals (RFP) and submitted that to several vendors. We received four responses, three of which met the requirements of the RFP. One vendor which did not meet the requirements of the RFP but was included in the scoring and comparison.

In February the committee met to review the responses. The committee unanimously chose Right! Systems Inc. (RSI) which recommended a Cisco system. Along with the cost, the decision was made based on the equipment that was recommended by RSI, and the level of support that RSI, Cisco, and Keizer IT were able to provide with the system. We thought that the Right! Systems Inc. proposal was the most thorough response addressing all RFP requirements and also providing the lowest 3-year cost for service and setup. Staff have provided a breakdown of the 3-year cost for the system and service.

Right Systems INC

- Installation/Setup Cost \$16,150.00
- Service cost for 3 years, Equipment, and Software \$17,399.66
- No monthly service fee
- The city would be able to cancel potted phone lines. Estimated saving of \$650.00 per month
- Upgrade to cellular dialer for alarm system \$1,549.00 plus an additional \$22.56 per month
- Internet requirements 100-100 upload and download
- **RFP Score: 172/180**
- **Total City Investment 3 years: \$35,910.82**

SCTC

- Installation, Equipment, and Software/Licensing \$13,380.39
- Monthly Service fee \$644.63 (3-year pricing not including annual rate increases \$23,206.68)
- SCTC recommends keeping at least two potted lines for fax, and security alarm systems
- Internet requirements 100-100 upload and download
- **RFP Score: 161/180**
- **Total City investment 3 years: \$36,587.07**

Lan Cloud

- Installation, Equipment, and Software/Licensing \$14900.00
- Monthly Service Fee 5-year rate auto-renewal to 5 additional years at current rate. \$668.25 (3-year pricing to compare to other quotes \$24,057.00)
- Upgrade to cellular dialer for alarm system \$1549.00 plus an additional \$22.56 per month
- Internet requirements 100-100 upload and download
- **RFP score: 102-180**
- **Total City investment for 3 years: \$41,318.16**

ZiPLY Fiber + Phone

- Installation, Equipment, Software/Licensing \$0 (No equipment provided in quote as they only offer a rented option or owner purchase equipment. For comparison this option will be used.)
- Fiber Internet \$325.00 per month added as part of the proposal. \$11,700.00
- Upgrade to cellular dialer for alarm system \$1549.00 plus an additional \$22.56 per month
- Phone system reoccurring monthly charge \$,1040.00. (3-year price \$37,440.00)
- Internet requirements met
- **RFP score: 33/180**
- **Total City investment for 3 years: \$39,801.16** (does not include equipment or required ZiPLY fiber to get this pricing)

CURRENT SITUATION

Staff and IT have completed the RFP process for a city-wide phone system upgrade with the recommendation of Right! Systems plus. We also recommend that internet speeds be increased to a minimum of 100-100 upload and download speeds to support current city operational needs along with the new phone system equipment. Without the internet upgrades the new phone system will not perform to its full capacity and calls and communication could be lost in times of high internet use.

Fiscal Impact

The proposed \$33,549.66 would be allocated to several different funds, based on the nature of the expense. The City sets aside reserves in the Major Office Equipment Fund annually to provide capital for the replacement of equipment. Of the total investment, \$24,682.44 would be spent from this fund, across the four capital outlay lines attributed to the various operational departments of the City. The remaining service costs of \$11,228.38 would be spent through the Telecommunications expense lines in the General, Police, Water, and Sewer Funds (010-617, 011-617, 012-617, and 013-617 respectively). Most of this service cost will need to be paid upfront but will include three years of service. The City did not anticipate this level of expense from the Telecommunications expense lines; however, there is ample flexibility within each of the operating funds since resources were appropriated by department rather than expense line or category, and total expenditures in each department are projected to be lower than what was originally anticipated. Further, since the City currently spends about \$650 per month for its phone lines through Ziply, the City expects to save about \$13,000 over the three-year term on telecommunications expenses.

RECOMMENDATION

Staff along with our IT department recommend awarding Right! Systems Inc. the proposal in the amount of \$35,910.82. We believe this is the best and most reliable service while also providing a reasonable price for the services.

COUNCIL OPTIONS

1. Move to approve the Right! Systems Inc.'s proposal for \$33,549.66 along with upgrades to the existing fire and security alarm system in the amount of \$1,549.00 as presented by staff.
2. Move to approve the Right! Systems Inc.'s proposal for \$33,549.66 along with upgrades to the existing fire and security alarm system in the amount of \$1,549.00 as amended by ...
3. Remand back to staff to provide additional research or modification.

CITY-WIDE PHONE SYSTEM UPGRADE RFP SCORING

Does the proposal meet the RFP requirements 1-10?

	Brenda	Matt E	Hayley	Josh	Damian	Bill	Total Score
Right Systems Inc.	10	10	10	10	10	10	60
SCTC	10	9	10	10	10	10	59
Lan Cloud Connect	7	9	10	10	0	1	37
Ziply	5	0	1	1	0	1	8

Score based on pricing. 1-10

	Brenda	Matt E	Hayley	Josh	Damian	Bill	Total Score
Right Systems Inc.	10	10	8	8	10	10	56
SCTC	9	9	7	6	8	8	47
Lan Cloud Connect	5	8	8	7	5	5	38
Ziply	5	5	1	1	4	1	17

Does the proposal address department needs? 1-10

	Brenda	Matt E	Hayley	Josh	Damian	Bill	Total Score
Right Systems Inc.	10	10	8	8	10	10	56
SCTC	10	10	8	8	10	9	55
Lan Cloud Connect	0	10	8	8	0	1	27
Ziply	0	5	1	1	0	1	8

Score Totals

Right! System Inc.	SCTC	Lan Cloud	Ziply
172/180	161/180	102/180	33/180



Request for Information

City of Aumsville – City-wide Phone System RFP

Prepared By: Kennan Kuffel, Senior Account Executive

Kennan.kuffel@rightsys.com – 503-752-5307

Right! Systems, Inc.
9830 NE Cascades Parkway
Suite 200
Portland, OR 97220

1/12/2024

Matthew Etzel - Assistant Public Works Director
City of Aumsville
metzel@aumsville.us
595 Main Street, Aumsville OR 97325

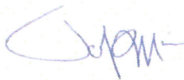
Dear Matthew,

Thank you for providing Right! Systems, Inc. the opportunity to respond to City of Aumsville's Phone System RFP. We are confident that our customer-centric focused solution(s) will address each of the requirements that are outlined and will ultimately exceed your expectations, while at the same time delivering the pricing, value-added service and support that differentiates Right! Systems from other solution providers.

The enclosed proposal identifies and defines specific capabilities, processes and deliverables to meet each of City of Aumsville's technology product acquisition, configuration, and service delivery requirements. As an industry-leading IT solutions provider, Right! Systems is ideally positioned to assist City of Aumsville in identifying and evaluating industry-best practices pertaining to the procurement and management of IT hardware, software and services. As a leading provider of technology solutions, we maintain nationally recognized partnerships with manufacturers that are leaders in their industry, delivering solutions to meet the ever-increasing demands of information technology.

Our staff expertise, approach, proven track-record, and industry expertise and knowledge make us uniquely qualified to respond to City of Aumsville's requirements outlined.

Regards,



John P. Minor, CEO/Owner
Right! Systems, Inc.
2600 Willamette DR NE Suite C
Lacey, WA 98516
Phone: 800-571-1717
John.Minor@rightsys.com

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EXECUTIVE SUMMARY

As a leading technology services corporation and a comprehensive provider of engineering, consulting, integration, procurement and support services, Right! Systems, Inc. (RSI) provides solutions designed to adapt with the changing requirements of our customers. Collaborating with clients, RSI provides insightful analysis and industry-specific counsel on strategy, best practices, technology and management; from design through implementation and encompassing all levels of on-going support.

Founded in 1993, RSI has provided business-driven solutions to clients across the Northwest. We are regionally located with local focus. Drawing on deep industry expertise and a portfolio of interrelated consulting, applications and infrastructure services, RSI helps its customers gain control of their enterprise-wide technology. Our Professional Services Group is comprised of over 30 engineers, with over 1/3 of them based in our Lacey, WA headquarters location.

CORPORATE SUMMARY

The following provides a summary of RSI corporate logistics.

Name	Right! Systems, Inc.
Principal Place of Business	2600 Willamette Drive NE, Suite C Lacey, WA 98516
Phone	800-571-1717
Fax	360-956-0336
Email	John Minor, CEO/Owner John.minor@rightsys.com
Status of Bidder	S Corporation Founded in 1993
Officers	John Minor, CEO/Owner Tim Pask, Co-Founder/Owner Neil Smith, President, CFO/COO Mark Westling, EVP and CIO Sean Padget, EVP Managed Service Sales Terry Aoki, EVP and CDO
Federal Employer Tax Identification	91-1603597
Washington Uniform Business Identification	601-480-295
Oregon Employers Identification	28637494

BUSINESS – AS REQUIRED RFP RESPONSE

The City of Aumsville is requesting proposals on a new city-wide phone system serving 3 departments that include City Hall, Police, and Public Works. The Aumsville City Hall and Police Department are located in the same building, 595 Main Street. Public Works is finishing the construction of a new Public Works Facility at 965 Olney St. in Aumsville. The city is looking for a voiceover IP phone system to serve all 3 of the city departments.

All proposals must be returned to Metzel@aumsville.us by January 15th, 2024, to be considered. Anything received after January 15th, 2024, may not be considered.

The following items should be included in the proposal and proposals will be evaluated by City Staff and our IT department based on cost and needs from the departments below.

Police Department

- 12 phones.
- 10 users (1 unit ability to work from home)
- 1 fax line (503) 749-3100
- Main number to be ported over is (503) 749-2188. Secondary line (503) 749-2189 Both lines should come up as blocked ID. 1 additional number to be added as unblocked.
- Ability to record phone conversations. Recording must be stored on a CJIS compliant server in the United States or locally on the phone.
- Phone tree with auto attendant set up to include Clerk position, officers, and the ability to automatically transfer to dispatch if no one is available after a set number of rings. Ability to modify hours of operations of attendant.
- Direct line to area dispatch.
- 1 emergency phone located outside of the Police Department for after-hours contact to dispatch.

City Hall

- 9 phones.
- 7 users (1 unit ability to work from home)
- 1 fax line
- Main number to be ported over is (503) 749-2030 secondary number (503) 749 1049 third number (503) 749-1852 currently fax) (Court phone number or user addition)
- Auto attended phone tree. Hours of operations included lunch closure, auto switch to night mode, Switch on Holidays, Programming for key press to include: City Hall staff #1, to reach the Police Department press #2, for Public Works press #3, City Admin #4, Finance #5. Ability to modify hours of operations of attendant.
- Ability to transfer to and from all 3 departments. Preset saved numbers.

Public Works

- 10 phones.
- 5 users
- 1 fax line
- Main number to be ported over is (503) 749-1185 secondary number (503) 749 2366 (currently fax)
- Auto attended phone tree with #1 being bill pay that will then transfer back to city hall, speak to public works staff, then director of users.
- Auto night, weekend, and holiday modes that have an option to transfer to dispatch for an emergency. Ability to modify hours of operations of attendant.

Phone system must provide all the following functionally at a minimum:

- Make and receive calls.
- Call Holding
- Call forwarding
- Call Transfer
- Call parking
- Voicemail
- Any system provided must be compatible with FortiGate Hardware.
- Description of MACs (Moves\Adds\Changes) handled.
- 24-hour tech support and service. Is same-day repair included in monthly fees?
 - **RSI Response:**
 - **This proposal includes a 3 year support term in which Cisco support will be available to you for technical issues.**
 - **The physical phones have a 1 year warranty. We did not add additional support on the phones, however if you wish to have this added we can revise the BOM and resend .**
 - **RSI has a support team that can also help assist for general items, however there would be Support Cost of between \$180 to \$275 per hour depending on the level of engineer needed as technical support.**
- Cost for service calls.
 - **RSI Response:**
 - **Free with Cisco so long as it falls within their Support agreement**
 - **Right! Systems - \$180 to \$275 per hour depending on level of Engineer involved.**
- If providing a multi-year contract, please provide information about the expected cost increases after the initial term.
 - **RSI Response:**
 - **This multi-term contract is for 3 years, in which after 3 years a renewal on the subscription will be due. There is an expected increase of anywhere from 8% to 20% increase of this contract which is not controlled by Right! Systems and will come down directly from Cisco with increases that they might pass to the end customer.**
 - **Right! Systems will always work for the best discounting we can for City of Aumsville when it comes time to renew.**

Agenda Item 6B

Request for Proposal – City of Aumsville Phone System 2024

- All phones will be city-purchased and owned. Please provide pricing or a comparable to the Yealink T54W. The city will **NOT** rent phone equipment from a provider.
 - **RSIQ Response:**
 - **We opted to keep your hardware as Cisco hardware to ensure the compatibility, support and warranty all interconnected under Cisco and not dispersed amongst several manufacturers. This will streamline support on your phone system in the long run.**

Additional functionally listed below would be nice to have but not required for purpose of this RFP

- Send and receive faxes
- Send and receive text messages
- Video calling
- Online meetings
- Soft phone/Desktop app
- Call conferencing
- Call Blocking
- Call logs

PRICING PROPOSAL

Please see Right! Systems Pricing attached:

RSIQ69878-03 Build of Materials pricing for cumulative of all 3 departments- City Hall, Police Department and Public Works.

Statement Of Work – Opp 117905 for RFP City of Aumsville Phone System – Services Proposal

Based on your approval process, our RSI team is more than welcome to have a discussion over this proposal before you make your final decision, in case any questions come up on your side.

Our Process of kicking off this project would be to receive the PO for the BOM and SOW to then move us into the project kickoff and planning phase. We will need the SOW signed off, and I can send that document via DocuSign if needed.



Right! Systems, Inc.
 9830 NE Cascades Parkway
 Suite 200
 Portland, OR 97220
 Phone: (503) 752-5307
 kennan.kuffel@rightsys.com

QUOTE	
Date	01/12/24
Quote #	RSIQ69878-03
SalesRep	Kennan Kuffel (503) 752-5307
Prepared By	Michael Myrick (360) 528-8610
Customer Contact	Bill Hopkins (503) 856-3435 hopkinsb@keizer.org

Customer	Bill To	Ship To
City of Aumsville Bill Hopkins (503) 856-3435 595 Main Street Aumsville, OR 97325 United States	City of Aumsville Bill Hopkins (503) 856-3435 595 Main Street Aumsville, OR 97325 United States	City of Aumsville Bill Hopkins (503) 856-3435 595 Main Street Aumsville, OR 97325 United States

Terms: Net 30 Days	Ship Via: Electronic
Special Instructions:	Description: Cisco Collaboration Flex Plan 3.0 - 3 Years

#	Description	Part #	Qty	Unit Price	Ext. Price
1	Cisco Collaboration Flex Plan - 36.00 Month Term				
2	Cisco Systems: Collaboration Flex Plan 3.0 Initial Term - 36.00 Months Auto Renewal Term - 0 Months Billing Model - Prepaid Term Requested Start Date - 5-Apr-2024 Requested End Date - 4-Apr-2027 Advance Drawdown - 0	A-FLEX-3	1	\$0.00	\$0.00
3	Cisco Systems: Basic Support for Flex Plan	SVS-FLEX-SUPT-BAS	32	\$0.00	\$0.00
4	Cisco Systems: NU Webex Calling Professional	A-FLEX-NUCL-P	22	\$255.20	\$5,614.40
5	Cisco Systems: NU Webex Calling Enhanced	A-FLEX-NUCL-E	13	\$153.20	\$1,991.60
6	Cisco Systems: Outbound Calling Plan - Named User	A-AUD-OCP1-NU	22	\$126.00	\$2,772.00
7	Cisco Systems: OCPL from the US- Unlimited for the US - UNC	A-AUD-OCP1-U	1	\$0.00	\$0.00
8	Cisco Systems: Telephone Number (TN) for the United States	A-AUD-U-TN	1	\$0.00	\$0.00
9	Cisco Systems: Metered Calling from the United States	A-AUD-PSTN-INT	1	\$0.00	\$0.00
10	Cisco Systems: Telephone Number (TN) for Non-Local Number - Uncommitted	A-AUD-U-TN-NL	1	\$0.00	\$0.00
11	Cisco Systems: International Metered Calling for Non-Local	A-AUD-PSTN-INT-NL	1	\$0.00	\$0.00
12	Cisco Systems: Webex Calling Entitlement	A-FLEX-C-PRO	22	\$0.00	\$0.00
13	Cisco Systems: Webex Calling Common Area Entitlement	A-FLEX-CL-CA	13	\$0.00	\$0.00
14	Cisco Systems: Prem to Webex Calling / UCM Cloud	A-FLEX-P-CALL	32	\$0.00	\$0.00
15	Cisco Systems: File Storage Entitlement	A-FLEX-FILESTG-ENT	440	\$0.00	\$0.00
16	Cisco Systems: Pro Pack for Cisco Control Hub Entitlement	A-FLEX-PROPACK-ENT	22	\$0.00	\$0.00
17	Cisco Systems: Messaging Named User Entitlement (1)	A-FLEX-MSG-NU-ENT	22	\$0.00	\$0.00
18	Cisco Systems: Emergency Response Center Call fee per Location Search US	A-FLEX-ERC	1	\$38.22	\$38.22
19	SubTotal				\$10,416.22
20					

Agenda Item 6B

#	Description	Part #	Qty	Unit Price	Ext. Price
21	Cisco Phones				
22	Cisco Systems: ATA 191 - VoIP phone adapter - 100Mb LAN - wall mountable	ATA191-K9	3	\$173.46	\$520.38
23	Cisco Systems: Power Clip for ATA191 and ATA192, North America	ATA191-CLIP-NA	3	\$0.00	\$0.00
24	Cisco Systems: IP Phone 8861 Multiplatform with Pwr Cube 4, NA Cord	CP-8861-3PW-NA-K9=	2	\$291.53	\$583.06
25	Cisco Systems: IP Phone 8841 with Multiplatform Phone firmware	CP-8841-3PCC-K9=	30	\$196.00	\$5,880.00
26	SubTotal				\$6,983.44
			Sub Total		\$17,399.66

Authorized Signature	Title	Date
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By signing and dating the above referenced quote, customer authorizes purchase and agrees to Right! Systems terms and conditions.

Terms and Conditions

Right! Systems Inc. Standard Terms and Conditions apply. Terms are N30 OAC. Applicable sales tax and freight are excluded and will be calculated at the time of shipping unless specifically requested. Pricing is valid until the end of each month and pricing may be subject to change. All returns are subject to authorization and will be subject to a 15% restocking fee. A copy of our standard Terms and Conditions may be requested by contacting 1-800-571-1717.



INTRODUCTION

Right! Systems, Inc. (RSI) is pleased to present the following Statement of Work to City of Aumsville. This Statement of Work outlines the objectives and tasks required to deploy and configure Cisco Webex Calling. The City of Aumsville is currently looking for a new phone system to serve the citywide locations including City Hall, Police Department, and Public Works. This Statement of work provides the basis for all work done by RSI for this project.

STATEMENT OF WORK TEAM

NAME	ORGANIZATION/ROLE	E-MAIL ADDRESS
Kennan Kuffel	RSI/Senior Account Executive	kennan.kuffel@rightsys.com
Doyle Egg	Solution Architect	doyle.egg@rightsys.com

PROJECT OBJECTIVE AND APPROACH

RSI's statement of work accomplishes the following objectives:

- Perform initial deployment of Webex Calling
- Configure 3 locations
- Configure basic calling for 10 phones, 22 users and 3 fax lines (ATA 191 devices)
- Configure Auto Attendant for each location
- Configure VM for users
- Configure call recording for Police Dept
- Configure transfer between departments
- Work with City of Aumsville on porting existing DIDs to Webex Calling
- Provide eight (8) hours of Administrator and End-user training and knowledge transfer

At the conclusion of this engagement, City of Aumsville and RSI will meet to discuss any next steps and future engagements.

PROJECT SCOPE

The following section defines the stages, activities, and deliverables associated with this project.

- I. Stage 1 – Design and Planning
 - a. Determine user information such as extensions and voicemail requirements
 - b. Determine phone line requirements (Shared lines, Groups, Call Recording)
 - c. Determine dial plan for each location
 - d. Determine auto attendant design
- II. Stage 2 – Configure and Implement
 - a. Configure Webex Calling in Control Hub
 - b. Configure Locations
 - c. For each location configure Dial Plan, Users, Cisco phones, ATAs, Auto Attendants, and Voicemail
 - d. Assist City of Aumsville with porting existing DIDs to Webex Calling
- III. Stage 3 – Project Completion
 - a. Test plan completed for the following:
 - i. Phone features



- ii. Internal/external calling
- iii. Faxing
- iv. Auto Attendant
- v. DID porting
- b. End User training and knowledge transfer

DELIVERABLES

STAGE	DELIVERABLES	DESCRIPTION
STAGE 1	Project Schedule	Schedule for project
STAGE 3	Project Completion Document	Project Completion document for sign off

CUSTOMER REQUIREMENTS

The following section defines the customer requisites needed at or prior to the start of this engagement. This list of requirements may expand based on discovery during the kickoff meeting and planning stage, as well as the ongoing work detailed in the project scope.

- Customer requirements
 - Determine DID ownership
 - Schedule DID Porting to align with project
 - Physically deploy phones and ATA devices
 - Create and execute test plan

OUT OF SCOPE ITEMS

Any technologies or deliverables other than those specifically noted in the project scope of this SOW are not included as part of this engagement. Activities listed in the project scope are subject to change as needed only to complete the explicit deliverables for each stage. For clarification purposes, some technologies that are out of scope for this engagement include, but are not limited to:

- PSTN Troubleshooting

ASSUMPTIONS

This Statement of Work is based on the following assumptions. Should an assumption be incorrect, a change request will be required and may result in additional costs to the statement of work.

- City of Aumsville may need to provide RSI with access to their offices, a convenient place to work, network connectivity and internet access while onsite.
- Sufficient power, cooling, rack space, and cabling is required for any hardware related to this engagement and is the sole responsibility of City of Aumsville.
- Hardware, software, or licensing needed for the solutions being deployed or upgraded in the environment is the sole responsibility of City of Aumsville.
- Administrative-level permissions for particular hardware or software components of the environment may need to be provided to RSI for the duration of this engagement.
- Service-impacting activities may require maintenance windows for scheduled downtimes.
- City of Aumsville resources will need to be available as requested by RSI team members. Technical support from the provider of any hardware or software related to this engagement may be required, both during and after business hours.
- RSI is not responsible for any hardware or software failures not caused directly or indirectly by RSI negligence or willful misconduct during this project which could potentially cause the schedule for project

completion to be delayed. RSI may submit a Change Order to readjust the cost of this agreement based on the circumstances.

- Project estimates do not include time or costs associated with hardware or software-related support incidents not caused directly or indirectly by RSI's negligence or willful misconduct. Those incidents that result in RSI needing to open a vendor-related issue on behalf of City of Aumsville may be viewed as a Change Order to this agreement and will require a Change order to be executed RSI may need to pause the project until the Change Order is fully executed by both parties.
- Expected Activities in the scope define a framework of activities for this engagement and are subject to minor alterations to effectively complete the project deliverables for each stage.
- This project assumes a single cutover event for all phone lines.

CHANGE MANAGEMENT PROCESS

This statement of work may be amended upon agreement of both RSI and City of Aumsville and the execution of a modification to the statement of work (Change Order). Both RSI and City of Aumsville may request a Change Order. All requests for a Change Order shall be made in writing to the other party. If the requested Change Order results in a deviation to the activities or deliverables, both RSI and City of Aumsville may agree to an adjustment of the price and schedule, as applicable, and as referenced in the Change Order.

RSI will consider a Change Order necessary for reasons including, but not limited to, the following:

- An identified prerequisite is not complete
 - Any prerequisites identified in this statement of work or subsequent discussions with City of Aumsville that are not complete prior to the start of this engagement (or particular stage of this engagement where those prerequisites are necessary) may require a change in schedule and Change Order to accommodate the time lost as a result of the prerequisite(s) not being met.
- A change is scope of approach
 - If, during the project activities, RSI determines the project cannot continue or complete without a Change Order, RSI will attempt in good faith to immediately reach City of Aumsville to discuss the impact and potential Change Order. Any delays in execution of a Change Order to address an activity or deliverable needed to continue or complete the project may result in scheduling delays. Architectural or environmental conditions not previously identified are a common reason for this potential Change Order.

PROJECT TEAM

Project Engineer(s)

The role of the Project Engineer is to lead day-to-day project activities, adjusting as needed during the progression of the work described in the project scope. Common Project Engineer tasks include, but are not limited to:

- Performing daily activities that deliver the project scope
- Implementation of all technical solutions put forth in this SOW
- Creation and development of project documentation deliverables
- Leading meetings necessary for project deliverables
- Technical review of progress with the team

Project Architect

A Right! Systems Project Architect may be assigned to the project to assist with the technical accuracy of project deliverables. The Project Architect may oversee, review, and validate all technical details, participate in kickoff meetings, and work with the Project Engineer during any planning and design stages. Specific Project Architect tasks may include, but are not limited to:

- Providing technical thought leadership to the team to ensure successful delivery of the project scope
- Review of service-related documentation and implementation of the project

- Orchestrate the technical efforts to deliver a comprehensive solution

Note: If applicable, Project Architect activities will be conducted in a remote capacity

Project Manager / Project Coordinator

RSI will assign a Project Manager (“PM”) or Project Coordinator (“PC”) to act as a single point of contact for City of Aumsville, for the management of the services set forth in this SOW. The PM/PC employs formal project management techniques and methodologies based on best practice and industry standards. Project management tasks may include, but are not limited to:

- Acting as the single point of contact and accountability for successful delivery of this Statement of Work, maintaining a focus on time, cost, and scope
- Coordination of kick-off, status, and closure meetings
- Establishing and managing the services schedule, deliverables, and status reporting
- Confirmation of delivered milestones and services in accordance with this SOW
- Obtaining service completion and project sign-off from City of Aumsville

Note: PM/PC activities will be conducted primarily in a remote capacity

PROJECT PRICING



Based on the requirements gathered from City of Aumsville and work plan detailed in the project scope section of this Statement of Work, the following represents the pricing related to this project.

This project is being performed on a Fixed-Price Basis

ENGAGEMENT	PRICE		
RFP - City of Aumsville Phone System	\$16,150.00		
		Total	\$16,150.00

If additional work is required to complete any activities or deliverables not defined in this scope of work, an executed change order will be required.

Pricing put forth in this SOW is based on normal working hours of Monday through Friday, 8:00 AM – 5:00 PM, with after-hours, weekend, and holiday rates taken into consideration as appropriate for specific portions of the engagement. Scheduled dates for performance of the services detailed within will be determined as part of the project kickoff.

City of Aumsville acknowledges that RSI will confirm scheduling only upon receiving this signed, executed agreement, and an accompanying purchase order if required.

Pricing does not include any associated costs for hardware, software, licensing, or materials directly or indirectly related to this engagement.

RSI will invoice City of Aumsville monthly based on progress of the project.

TRAVEL AND EXPENSE

In the event that RSI is required or requested to travel during this project, it is expected and agreed upon that City of Aumsville will reimburse RSI for any necessary travel expenses. All expenses for reimbursement will be documented and provided to City of Aumsville. These expenses may include airfare, rental car, parking, ground transportation, tolls, meals, and lodging.



TERMS AND CONDITIONS

I. PURPOSE AND MEANING OF SIGNATURES

City of Aumsville signature on this document indicates that City of Aumsville agrees that the content, terms, conditions, and deliverables contained herein accurately reflect the services required by City of Aumsville. City of Aumsville decision to purchase the services described will be based on this document in its entirety. RSI signature on this document indicate that RSI's obligation to undertake the services as defined in this Statement of Work, in the time frames described herein effective as of the date of City of Aumsville decision to purchase and providing that City of Aumsville provides appropriate purchase/payment commitments.

II. WARRANTIES

RSI Warranties. RSI represents and warrants that (a) RSI has the power and authority to enter into and perform its obligations under this Agreement, and (b) RSI's Services under this Agreement shall be performed in a workmanlike manner in accordance with the highest standards of quality, shall conform strictly to the requirements as set forth in this agreement, and shall be fit for their intended uses. RSI shall take all reasonable precautions to protect the equipment and data of City of Aumsville against loss, damage, theft, or disappearance while in the care, custody, or control of RSI, its representatives, agents, and subcontractors. City of Aumsville Warranties. City of Aumsville represents and warrants that it has the power and authority to enter into and perform its obligations under this Agreement.

Disclaimer of Warranty. Except for the limited warranty set forth previously, RSI makes no warranties hereunder, and RSI expressly disclaims all other warranties, express or implied, including, without limitation, warranties of merchantability and fitness for a particular purpose.

III. INVOICING AND PAYMENT

Payment. All invoices are to be paid to RSI in net 30 days. In addition, RSI and City of Aumsville mutually agree to a progressive invoicing schedule on bi-weekly basis. If City of Aumsville requires a purchase order to process payments, please provide a purchase order number during signature of this agreement.

Late Payment. City of Aumsville shall pay to RSI all undisputed fees within 30 days of the date of the applicable RSI invoice. If City of Aumsville fails to pay any undisputed fees within 30 days from the date of an invoice, where applicable, late charges of 1.5% per month or the maximum allowable under applicable law shall also become payable by City of Aumsville to RSI. In addition, failure of City of Aumsville to fully pay any undisputed fees within forty-five 45 days after the applicable due date shall be deemed a material breach of this Agreement, justifying suspension of the performance of the Services by RSI, and will be

sufficient cause for immediate termination of this Agreement by RSI. Any such suspension does not relieve City of Aumsville from paying past undisputed due fees plus interest and in the event of collection enforcement, City of Aumsville shall be liable for any costs associated with such collection, including, but not limited to, legal costs, attorneys' fees, court costs and collection agency fees.

Taxes. In any case or jurisdiction where RSI is required to charge tax for services provided pursuant to this Agreement, RSI shall invoice to and collect from City of Aumsville, and remit, such sales tax. Each party shall be responsible for any other taxes assessed against it.

IV. NO HIRE

During the course of this project and for a period of twelve months following the conclusion of this SOW, City of Aumsville shall not directly or indirectly hire, solicit, or encourage RSI employees or contractors to leave the employment of RSI in an effort to gain employment with City of Aumsville.

V. CONFIDENTIAL INFORMATION

Each party agrees that during the course of this Agreement, information that is confidential or reasonably understood to be proprietary, trade secret or similar designation due to its nature and circumstances of disclosure, may be disclosed to the other Party, including, but not limited to, software, technology, technical processes and formulas, source codes, business and product plans, email, voicemail, wireless communications, firewalls, passwords and other business, personal, or unique identifiers ("Confidential Information"). Confidential Information shall not include information that the receiving Party can demonstrate (a) is, as of the time of its disclosure, or thereafter becomes part of the public domain through a source other than the receiving Party, (b) was known to the receiving Party as of the time of its disclosure, (c) is independently developed by the receiving Party, or (d) is subsequently learned from a third party not under a confidentiality obligation to the providing Party. Except as provided for in this Agreement, each Party shall not make any disclosure of the Confidential Information to anyone other than its employees who have a need to know in connection with this Agreement. Each Party shall notify its employees of their confidentiality obligations with respect to the Confidential Information and shall require its employees to comply with these obligations. The confidentiality obligations of each Party and its employees shall survive the expiration or termination of this Agreement. Neither party shall disclose, advertise, or publish the terms and conditions of this Agreement without the prior written consent of the other party. Any press release or publication regarding this Agreement is subject to prior review and written approval of the parties.

VI. LICENSE AND PROPRIETARY RIGHTS

Proprietary Rights of City of Aumsville. As between City of Aumsville and RSI, City of Aumsville information shall remain the sole and exclusive property of City of Aumsville, including, without limitation, all copyrights, trademarks, patents, trade secrets, and any other proprietary rights. City of Aumsville hereby grants to RSI a non-exclusive, worldwide, royalty-free license for the duration of this Agreement to edit, modify, adapt, translate, exhibit, publish, transmit, participate in the transfer of, reproduce, create derivative works from, distribute, perform, display, and otherwise use City of Aumsville information as necessary to render the Services to City of Aumsville under this Agreement.

Proprietary Rights of RSI. All materials, including but not limited to any computer software (in object code and source code form), data or information developed or provided by RSI or its suppliers under this Agreement, and any know-how, methodologies, equipment, or processes used by RSI to provide the Services to City of Aumsville, including, without limitation, all copyrights, trademarks, patents, trade secrets, and any other proprietary rights inherent therein and appurtenant thereto (collectively "RSI Materials") shall remain the sole and exclusive property of RSI or its suppliers. To the extent, if any, that ownership of the RSI Materials does not automatically vest in RSI by virtue of this Agreement or otherwise, City of Aumsville hereby transfers and assigns to RSI all rights, title, and interest which City of Aumsville may have in and to the RSI Materials. City of Aumsville acknowledges and agrees that RSI is in the business of providing network protection services, and that RSI shall have the right to provide to third parties' services which are the same or similar to the Services, and to use or otherwise exploit any RSI Materials in providing such services.

VII.

INDEMNIFICATION

Both parties agree to indemnify, defend, and hold harmless the other party, its directors, officers, affiliates, employees and agents, and defend any action brought against same with respect to any claim, demand, cause of action, debt or liability, including reasonable attorneys, fees, to the extent that such action is based upon a claim that: (i) if true, would constitute a breach of any of the indemnifying party's representations, warranties, or agreements hereunder; (ii) arises out of the indemnifying party's negligence or willful misconduct; or (iii) hereunder results or arises from a party's violation of the law or any rights of third parties, including without limitation, rights of publicity, rights of privacy, patents, copyrights, trademarks, trade secrets, and/or licenses.

Notice: In claiming any indemnification hereunder, the indemnified Party shall promptly provide the indemnifying party with written notice of any claim which the indemnified party believes falls within the scope of the foregoing paragraphs. The indemnified party may, at its own expense, assist in the defense if it

so chooses, provided that the indemnifying Party shall control such defense and all negotiations relative to the settlement of any such claim and further provided that any settlement intended to bind the indemnified Party shall not be final without the indemnified Party's written consent, which shall not be unreasonably withheld.

VIII.

LIMITATION OF LIABILITY

Except for instances of RSI negligence or willful misconduct, RSI shall have no liability for unauthorized access to, or alteration, theft, or destruction of, City of Aumsville data files, programs or information through accident, fraudulent means, or devices. Neither party shall have liability for consequential, exemplary, special, incidental, or punitive damages even if RSI has been advised of the possibility of such damages. Except for instances of RSI negligence or willful misconduct, the liability of RSI to City of Aumsville for any reason and upon any cause of action shall be limited to the amount actually paid to RSI by City of Aumsville under this Agreement during the four (4) months immediately preceding the date on which such claim occurred.

IX.

TERMINATION AND RENEWAL

Term. This Agreement shall be effective when signed by the Parties and thereafter shall remain in effect for ninety (90) days or until the completion of this service engagement, unless earlier terminated as otherwise provided in this Agreement.

Termination. Either party may terminate this Agreement if a bankruptcy proceeding is instituted against the other Party which is acquiesced in and not dismissed within sixty (60) days, or results in an adjudication of bankruptcy, or the other Party materially breaches any of its representations, warranties or obligations under this Agreement, and such breach is not cured within ten (10) days of receipt of notice specifying the breach.

Either party may terminate this Agreement at any time and for any reason by providing written notice of termination to the other party and a pro rata portion of the fees will be paid to RSI for Services not yet rendered on the date of termination.

Termination and Payment. Upon any termination or expiration of this Agreement, City of Aumsville shall pay all unpaid and outstanding fees through the effective date of termination or expiration of this Agreement.

X.

MISCELLANEOUS

Entire Agreement. This Agreement and attached Schedules constitute the entire agreement between City of Aumsville and RSI with respect to the subject matter hereof and there are no representations, understandings or agreements which are not fully expressed in this Agreement.

Cooperation. The Parties acknowledge and agree that successful completion of the Services shall require the full and mutual good faith cooperation of each of the Parties.

Independent Contractors. RSI and its personnel, in performance of this Agreement, are acting as



independent contractors and not employees or agents of City of Aumsville.

Amendments. No amendment, change, waiver, or discharge hereof shall be valid unless in writing and signed by the Party against which such amendment, change, waiver, or discharge is sought to be enforced.

Customer Identification. RSI may use the name of and identify City of Aumsville as an RSI Customer in advertising, publicity, or similar materials distributed or displayed to prospective RSI Customers.

Force Majeure. Except for the payment of fees by City of Aumsville, if the performance of any part of this Agreement by either Party is prevented, hindered, delayed or otherwise made impracticable by reason of any flood, riot, fire, judicial or governmental action, labor disputes, act of God or any other causes beyond the control of either Party, that Party shall be excused from such to the extent that it is prevented, hindered or delayed by such causes.

Washington Law. This Agreement shall be governed in all respects by the laws of the State of Washington without regard to its conflict of law's provisions, and City of Aumsville and RSI agree that the sole venue and jurisdiction for disputes arising from this Agreement shall be the appropriate state or federal court located in the City of Seattle, and City of Aumsville and RSI hereby submit to the jurisdiction of such courts.

Assignment. Both parties shall not assign, without the prior written consent of the other party, its rights, duties, or obligations under this Agreement to any person or

entity, in whole or in part, whether by assignment, merger, transfer of assets, sale of stock, operation of law or otherwise, and any attempt to do so shall be deemed a material breach of this Agreement.

Waiver. The waiver of failure of either Party to exercise any right in any respect provided for herein shall not be deemed a waiver of any further right hereunder.

Severability. If any provision of this Agreement is determined to be invalid under any applicable statute or rule of law, it is to that extent to be deemed omitted, and the balance of the Agreement shall remain enforceable.

Counterparts. This Agreement may be executed in several counterparts, all of which taken together shall constitute the entire agreement between the Parties hereto.

Headings. The section headings used herein are for reference and convenience only and shall not enter into the interpretation hereof.

Approvals and Similar Actions. Where agreement, approval, acceptance, consent, or similar action by either Party hereto is required by any provision of this Agreement, such action shall not be unreasonably delayed or withheld.

Survival. All provisions of this Agreement relating to City of Aumsville warranties, confidentiality, non-disclosure, proprietary rights, and limitation of liability, City of Aumsville indemnification obligations, and payment obligations shall survive the termination or expiration of this Agreement.

AGREEMENT

i *The signatures below indicate that Right! Systems, Inc. and City of Aumsville agree to the scope as provided, and all terms and conditions detailed in this Statement of Work. If a City of Aumsville purchase order number is required for invoicing by Right! Systems, Inc., City of Aumsville agrees to provide purchase order number and/or copy of purchase order with signed Statement of Work.*

CUSTOMER PO: _____

If no customer PO is provided, RSI will use the following PO for invoicing purposes: OPP117905

This Statement of Work is valid for signature 30 days from January 12, 2024.

Right! Systems Inc.

City of Aumsville

Authorized Signature

Authorized Signature

Printed or Typed Name

Printed or Typed Name

Title

Title

Date

Date



595 Main St. Aumsville, Oregon 97325
(503) 749-2030 • TTY 711 • Fax (503) 749-1852
www.aumsville.us

STAFF REPORT

DATE: March 25, 2024
TO: Aumsville Mayor and City Council
FROM: Ron Harding, City Administrator
SUBJECT: 2024 Aumsville Corn Festival Grand Marshal

BACKGROUND

Each year for the Corn Festival Parade a Grand Marshal is chosen from the many dedicated Aumsville community members. The person selected is generally someone who demonstrates years of service to, and a positive impact on the community.

CURRENT SITUATION

Council recently decided on the theme for the 2024 Corn Festival, "Field of Dreams." As summer quickly approaches, it is important to reach out to the Grand Marshal candidate early to ensure that they are available on the day of the parade, and so staff can begin preparing graphics and advertisements for the events.

The Aumsville community has nominated several dedicated individuals in the list below. The Facebook conversations regarding the nominations are also included for review.

- Ryan (Ransit) Sarai
- Kathy (unknown last name), who works at Dollar General
- Deanna Cox
- Mike Cline
- Dave Medlock
- Teri Orahood
- Bob Gibbs
- The Grinch
- The Shetler Family

RECOMMENDATION

Select a Grand Marshal for the 2024 Aumsville Corn Festival Parade.

City of Aumsville's Post



- Brianna Brown**
Ryan who owns stop and save that's always open on holidays, rain, shine, snow, ice, apocalypse 🤔🤔 we can always count on it being open

4w Like Reply Hide Edited 3
- Kristine Solomon**
Brianna Brown I second that Ryan is very community orientated and gives back too .

4w Like Reply Hide
- Brianna Brown**
Kathy from dollar general! She's so wonderful and positive and just an overall great employee. She really cares

4w Like Reply Hide 3
- Deanna Cox** Top fan
Brianna Brown I agree Kathy from Dollar General has brought so much happiness to our community please consider her 💜

4w Like Reply Hide
- Teri Orahood** Top fan
I second that

4w Like Reply Hide
- Brianna Brown**
Deanna Cox for all her work for the corn fairy princesses and the painted rocks!

4w Like Reply Hide 3
- Teri Orahood** Top fan
I second that

4w Like Reply Hide
- Amber Darby**
Mike Cline teaching the word to Aumsville community.

4w Like Reply See Response Hide
- Mike Cline**
Amber Darby thanks guys I appreciate that. I had the opportunity to be grand Marshall a couple years ago. My kids felt like celebrities! But I'll let someone else enjoy the honor this time 👍

4w Like Reply Hide
- Amanda Keena**
Amber Darby I will second this. 🙌

4w Like Reply Hide
- Justin Lowder**
Dave Medlock for his positive impact on children's lives at Cascade High School

4w Like Reply See Response Hide 2
- Justina Kirtley Collier-Miller**
Justin Lowder This one! I second this. My daughter loves him. He is a wonderful teacher.

4w Like Reply Hide
- Brianna Brown**
Teri Orahood and Bob Gibbs for always making people laugh on the community pages!

4w Like Reply See Response Hide
- Cathy Walker**
The Grinch. Your social media posts with that character are gold! 3

4w Like Reply See Response Hide