

PROFESSIONAL SERVICES AGREEMENT

BETWEEN LEWIS COUNTY AND GIBBS & OLSON, INC.

PARTIES TO THE CONTRACT

This Contract is made and entered into by and between Lewis County hereinafter referred to collectively as the "County" and Gibbs & Olson, Inc., hereinafter referred to as the "Consultant." The County and the Consultant together, are hereinafter referred to as the "Parties."

Lewis County
351 NW North St
Chehalis WA 98532
Public Works Phone: 360.740.1123

Gibbs & Olson, Inc.
PO Box 400
Longview, WA 98632
Phone: 360.425.0991

PURPOSE

The County hereby enters into this Contract with Consultant for engineering design, permitting, bidding and construction phase services for replacement of approximately 8,500 linear feet of 8-inch AWWA C900 polyvinyl chloride (PVC) water main within the potable water system serving the City of Vader. The new water main will replace existing 6-inch and smaller asbestos cement (AC) water main at various locations throughout the County's Vader water system service area.

Further details of the services provided can be found in Exhibit A, Scope of Work, attached to this agreement.

PERIOD OF PERFORMANCE

The term of this Agreement shall commence on the _____ day of _____, 2023 and shall, unless terminated or renewed as provided elsewhere in this Agreement, terminate on December 31, 2024, but may be extended by mutual agreement.

STATEMENT OF WORK

The Consultant agrees to provide to the County services and any material set forth in the project narrative identified as Exhibit "A" during the Contract period. Consultant provides such services as an independent contractor using Consultant's own officers, agents, employees, or contractors. This Contract shall not be construed to make the County an employer or joint employer of Consultant or any of Consultant's officers, agents, employees, or contractors. The standard of care for Consultant's services shall be the care and skill ordinarily used by members of Consultant's profession practicing under the same or similar circumstances at the same time and in the same locality.

ESTIMATES

Any estimates of project cost, value or savings provided by Consultant are intended to allow a comparative evaluation between alternatives and do not constitute a detailed evaluation or prediction of actual project costs, value or savings. Any such estimates are made based on information available to Consultant and on the basis of Consultant's experience and qualifications and represents its judgment as an experienced and qualified professional engineer. However, since Consultant has no control over the impact of various factors that impact the actual project cost, value or savings, Consultant does not guarantee that the actual project cost, value or savings will not vary from Consultant's estimates.

FUNDING/COMPENSATION

Funding for this Contract is provided by Department of Treasury, through the American Rescue Plan Act. Total Consultant compensation will be based on invoiced amount and will not exceed \$500,000, including a 10% Management Reserve, unless this Contract is subsequently amended by both Parties. Exhibit B provides a breakdown of the Consultant's budget estimate.

BILLING PROCEDURES AND PAYMENT

The CONSULTANT shall provide the County with monthly invoices due 30 days after receipt describing and documenting to the County's satisfaction the work performed. The Consultant must provide a breakdown of expenses, identifying what was expended and when. Any fees for additional services will be discussed and approved by the County in advance of services being performed.

The County may, in its sole discretion, terminate the Contract or withhold payments claimed by the Consultant for services rendered if the Consultant fails to satisfactorily comply with any term or condition of this Contract and fails to cure such failure within a period of 10 days following written notice of thereof.

MODIFICATIONS

Either party may request changes in this Agreement. Any and all modifications agreed to by the parties shall be memorialized in a writing signed by each of the parties.

TERMINATION FOR DEFAULT

If the Consultant defaults by failing to perform any of the obligations of this Agreement or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Consultant in the U.S. mail, postage prepaid, terminate the Agreement, and at the County's option, obtain performance of the work elsewhere. However, the County will not terminate for default without providing Consultant written notice of the default and a period of 10 days to cure. If the Agreement is terminated for default, the Consultant shall not be entitled to receive any further payments under the Agreement until work called for has been fully performed. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Consultant. The Consultant shall bear any extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

If a notice of termination for default has been issued and it is later determined for any reason that the Consultant was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Public Convenience paragraph hereof.

TERMINATION FOR PUBLIC CONVENIENCE

The County may terminate the Agreement in whole or in part whenever the County determines, in its sole discretion that such termination is in the interests of the County. Whenever the Agreement is terminated in accordance with this paragraph, the Consultant shall be entitled to payment for actual work delivered at unit contract prices for completed items of work. An equitable adjustment in the Agreement price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or non-completed work. Termination of this Agreement by the COUNTY at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the County.

WITHHOLDING PAYMENT

In the event the Consultant has failed to perform any substantial obligation required under this Contract the County shall notify the Consultant in writing. If that failure has not been cured within thirty days after notification, then the County may, upon written notice, withhold all monies due and payable to Consultant, without penalty, until such failure to perform is cured or otherwise adjudicated.

OWNERSHIP OF ITEMS PRODUCED

All writings, programs, data, public records or other materials prepared by the Consultant and/or their subcontractors, in connection with the performance of this Agreement shall be the sole and absolute property of the County. Any modification or reuse of such items for purposes other than those intended by this Agreement shall be at County's sole risk and without liability to Consultant.

CONTRACT MANAGEMENT

The Contract Manager for each of the Parties shall be the contact person for all communications and billings regarding the performance of this Contract.

The County representative shall be Josh Metcalf, 2025 NE Kresky Ave, Chehalis, WA 98532; 360-740-2762, josh.metcalf@lewiscountywa.gov

The Consultant representative shall be Richard A. Gushman, PE – President, PO Box 400, Longview, WA 98626, rgushman@gibbs-olson.com

INDUSTRIAL INSURANCE

With respect to the performance of this Contract, Consultant shall comply with Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that COUNTY shall have no obligations under that Title to any of Consultant's officers, agents, employees, or contractors.

INDEMNITY

Consultant agrees to indemnify, defend and hold County and County's officials, employees, agents, volunteers, and insurers harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) to the extent caused by any negligent or wrongful act or omission of Consultant or Consultant's officers, agents, employees, or contractors.

Consultant's indemnification obligation shall not be limited in any way by the Washington State Industrial Insurance Act, RCW Title 51, or by application of any other workers' compensation act, disability benefit act or other employee benefit act, and Consultant hereby expressly waives any immunity afforded by such acts. The foregoing indemnification obligations were mutually negotiated by the parties as a material inducement to enter into this Contract.

County reserves the right, but not the obligation, to participate in the defense of any claim, damages, losses or expenses and such participation shall not constitute a waiver of Consultant's indemnity obligations herein.

The indemnity obligations herein shall survive this Contract's completion, expiration or termination.

SEVERABILITY

If any term or condition of this Agreement or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications, which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this Agreement are declared severable.

ORDER OF PRECEDENCE

This Contract is entered into, pursuant to, and under the authority granted by applicable federal and state laws. The provisions of the Contract shall be construed to conform to those laws. In the event of an inconsistency in the terms of this Contract, or between its terms and any applicable statute, rule, or policy or procedure, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal laws and regulations,
- State law,
- Washington Administrative Code,
- This Contract, and
- Any other provision, term or material incorporated herein by reference or otherwise incorporated.

This Contract represents all the terms and conditions agreed upon by the PARTIES. No other statements or representations, written or oral, shall be deemed a part hereof.

CONFORMANCE AND CHOICE OF LAW

If any provision of this Contract violates any statute or rule of law of the State of Washington, it is considered modified to conform to that statute or rule of law. This Contract shall be construed under the laws of the State of Washington, except with respect to any choice of law rules. Venue for any action arising out of this Contract or its performance shall be in the Superior Court of Washington in and for Lewis County or in the U.S. District Court for the Western District of Washington, Tacoma Division.

Federal Regulations:

Federal regulations applicable to this Contract include, without limitation, the following:

- i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
- ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
- iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
- iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
- v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
- vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20. vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
- viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
- ix. Generally applicable federal environmental laws and regulations.

Civil Rights Compliance

Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), 4 which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

APPROVAL

This Contract shall be subject to the written approval of the County authorized representative and shall not be binding until so approved. The Contract may be altered, amended, or waived only by a written amendment executed by both Parties.

This Contract is executed by the persons signing below who warrant that they have the authority to execute the Contract.

LEWIS COUNTY

Josh Metcalf
Director, Public Works

DATE

GIBBS & OLSON, INC.

Richard A. Gushman
Richard A. Gushman, PE
President

MARCH 3, 2023
DATE

Attachments:

Exhibit A – Scope of Work

Exhibit B – Budget Estimate Spreadsheet

**EXHIBIT A
SCOPE OF WORK
LEWIS COUNTY
VADER WATER SYSTEM IMPROVEMENTS**

PROJECT DESCRIPTION

Consultant will provide engineering design, permitting, bidding and construction phase services to County for water system improvements within the County's Vader water system service area, as summarized below:

Replacement of approximately 8,500 linear feet of 8-inch AWWA C900 polyvinyl chloride (PVC) water main within the City of Vader- Water System. The new water main will replace existing 6-inch and smaller asbestos cement (AC) water main at various locations throughout the County's water service area. The project will also include a leak detection survey of the County's existing water mains to identify locations and the extent of leaks within the system as well as development of a recommended periodic leak detection program for use by County; identification and prioritization of disconnected service loops to be connected to new water mains; and installation of isolation valves to provide flexibility and minimize affected customers during system outages. Design and construction will include all required fittings, new fire hydrants, water services including water meters, blow offs, other appurtenances, and surface restoration.

INFORMATION TO BE PROVIDED TO CONSULTANT BY COUNTY

To assist in a timely and thorough preparation of the drawings and contract documents, the County shall provide the following items and services to the Consultant as available:

- a) As-constructed drawings and specifications of existing pipelines.
- b) Most current water system standard details.
- c) Timely response to questions and review of drawings and contract documents.
- d) Pothole of utilities as needed.

SERVICES NOT INCLUDED IN THIS SCOPE OF WORK

The following services are not included in the scope of work for these projects. Consultant has assumed:

- a) County will obtain any required private easements.
- b) County will coordinate with the City of Vader and private residences or commercial businesses regarding encroachments into the right of way including right of entries, and/or temporary construction permits, as applicable.
- c) County will pay all fees associated with obtaining permits to construct the new water mains.
- d) Consultant will utilize 811 for utility locates.

ASSUMPTIONS

Consultant has utilized the following assumptions in developing the identified Scope of Work and associated Budget Estimate. If any of these assumptions are found to be incorrect the Consultant reserves the right to negotiate an Amendment to this Agreement for any modifications to the Scope of Work and Budget Estimate required to address the conditions encountered.

1. No geotechnical work is required.
2. No cultural resource work is required.
3. A critical areas report is not required.
4. A State Environmental Policy Act (SEPA) checklist and a Hydraulic Project Approval (HPA) permit from Washington Department of Fish and Wildlife (WDFW) is required for this project. County will be the lead agency for SEPA review.
5. A WSDOT utility accommodation permit is required for waterline work in State Route 506 (SR-506) right of way.
6. A City of Vader right of way permit is required for work within City of Vader right of way.
7. County will pay all fees associated with obtaining permits to construct the new water main.
8. No work is required in the BNSF railroad right of way and a BNSF permit is not required.
9. County will provide a qualified staff member to locate and operate valves, services, hydrants, etc. during leak detection work.
10. The project will be bid as a single schedule.
11. Construction will be complete within 20 weeks (100 working days).
12. Consultant will provide traffic control during both field survey work and leak detection work, if required. Consultant has budgeted two days of traffic control during the field survey work and two days of traffic control during the leak detection work.

DESIGN PHASE ENGINEERING SERVICES

Task 1 -Project Management & Administration

Consultant will provide project management and administration consisting of the following:

- a) General project administration.
- b) Project coordination with subconsultantss.
- c) Project coordination of water utility extensions with Windsor Engineers, the private developer's consultant, in proposed development locations within the City of Vader.
- d) Monthly meeting agenda's, meeting notes, progress reports and invoicing narrative progress reports during project, as requested.

Task 2 - Gather & Review Background Data:

If available, Consultant will gather and review as constructed drawings of the existing water lines to be replaced or extended to connect water system loops and any additional information that may be available. The County will provide copies of these documents, as applicable.

Task 3 - Topographic Survey

Consultant will mark out and call for utility locates and will perform a field topographic survey and prepare base mapping for use by Consultant in preparing the design drawings. Consultant will provide traffic control for field survey work and has budgeted for two days of traffic control. Survey work will be performed based on the NAVD88 vertical datum and NAD 83/2011 horizontal datum (Washington State Plane Coordinate System - South Zone). Survey will be in U.S. Survey Feet. Field survey work will be completed on the ground. Consultant will mark field locations and limits of utility locates required as part of requesting utility locates through the One Call Utility Locate system.

Task 4 – Leak Detection Survey

- a) Consultant will subcontract with a leak detection firm to perform a watermain leak survey and pinpointing project for approximately 12 miles of distribution pipe, varying in size from 2-inch through 10-inch. Existing pipe material consists of AC, ductile iron (DI), PVC, and high-density polyethylene (HDPE). Valve boxes are assumed to be accessible for easy contact of Subconsultant's equipment. Non-Revenue Water (NRW) for the system is currently unknown. Identifying and pinpointing leaks on private service lines is not part of this project. Service lines identified to be leaking will be indicated when possible.
- b) Consultant and the leak detection firm will review the distribution maps of County's water system for familiarization of the pipe network and available appurtenances (valves, services, hydrants, etc.) to be used as contact points.
- c) A comprehensive survey will be made by making physical contact with all available appurtenances (valves, hydrants, and services) using a sonic leak detection sound amplification instrument, sonic ground listening equipment, or probe rods, as necessary.
- d) Identified leaks will be classified based on size (gallons per minute; gpm) and hazard to aid in scheduling repairs.
- e) Daily leak reports will be furnished to the County as well as a final report within 30 to 45 business days from the end of the leak detection field work. The timeframe is dependent on the number of leaks identified. The Final Report will include:
 - i. Executive Summary showing individually recorded time for correlating, surveying, and other time spent on the project. This summary also includes footage covered, approximated gallons per minute (gpm) loss, types of leaks found, quantity of leaks found and remarks recommending improvements that may be made to the distribution system.
 - ii. Survey Review explaining the procedures and methods used during the study.
 - iii. Leak Reports with a detailed drawing showing each leak location that was pinpointed, the type of leak found, classification, approximate time spent pinpointing, an estimate of the gpm being lost, cover type, if leak location was marked and computer justification when applicable.
- f) If the County repairs any detected leak prior to completion of the leak detection field work, the repaired location will be re-surveyed to determine if any other leaks were missed due to a large noisy leak or other variable.
- g) Leak detection field work will be performed by a trained field technician using leak detection instruments, equipment, and tools necessary to complete the survey and leak pinpointing.
- h) County agrees to provide a qualified assistant to locate and operate valves, services, hydrants, etc. when requested during the leak detection field work.
- i) Consultant will provide traffic control equipment (flags, traffic cones, etc.) to meet local, state, and federal regulations in controlling vehicular traffic during field work.

Task 5 – Prepare 60% Drawings:

- a) Consultant will use the topographic survey data to prepare base water line plan drawings.
- b) Prepare 60% Design Drawings: Consultant will prepare drawings for the project in AutoCAD Civil3D 2022 format, an opinion of probable construction cost with contingency and will incorporate Lewis County, Washington State Department of Transportation (WSDOT), City of Vader, and Consultant's standards as appropriate.

It is anticipated that the design drawings will consist of approximately 28 sheets including a cover sheet, an index, legend, abbreviations, and general notes sheet, 22 plan and profile sheets, and 4 detail sheets.

- c) A Quality Control (QC) project review meeting with the County and Consultant review team is scheduled for one time during preparation of the 60% drawings.
- d) Consultant will perform in-house QC review of the design documents near the 60% completion stage to ensure the documents are consistent in presentation of the design information.
- e) One set of the 60% drawings in electronic pdf format will be submitted to the County for review and comment. County comments will be incorporated into the 90% documents as appropriate.

Task 6 – Prepare 90% Drawings & Contract Documents:

- a) Prepare 90% Design Drawings, contract documents and opinion of construction cost: Consultant will continue to prepare drawings for the project, building on the 60% documents. The Consultant will update the opinion of construction cost. Consultant will begin preparation of contract documents and technical specifications for the project.

It is anticipated the construction contract documents will consist of COUNTY up front documents consisting of Invitation to Bid, Instructions to Bidders, Bid Package, General and Supplementary Conditions, and Washington State Prevailing Wage Rates. The technical specifications will consist of applicable WSDOT specifications.

- b) A Quality Control (QC) project review meeting with the County and Consultant review team is scheduled for one time during preparation of the 90% drawings and specifications.
- c) Consultant will perform an in-house QC review of the design drawings near the 90% completion stage to ensure the documents are consistent in presentation of the design information.
- d) One set of the 90% drawings, contract documents and technical specifications in electronic pdf format will be submitted to the County for review and comment. County comments will be incorporated into the 100% documents as appropriate.

Task 7 – Prepare 100% Drawings & Contract Documents:

- a) Prepare 100% Design Drawings and contract documents: Consultant will build on the 90% documents to complete the 100% drawings, contract documents and technical specifications. The Consultant's opinion of construction cost will be reviewed, updated as appropriate and finalized.

- b) Consultant will perform an in-house QC review of the design drawings near the 100% completion stage to ensure the drawings are consistent in presentation of the design information.
- c) 100% design complete, bid ready, drawings and construction contract documents, will be provided in pdf format to the County for review and comment. The documents will be suitable both for electronic distribution to prospective bidders and for reproduction.

Task 8 – Prepare Permit Applications

Consultant will prepare permit applications and associated exhibits for submission to Lewis County, the City of Vader, WSDOT, and WDFW, for submittal by the County.

The project is located within the City of Vader and will require Consultant to obtain a City of Vader right of way permit to construct the new water main and appurtenances within various locations throughout the City.

Portions of the new water main will be constructed within SR-506 and WSDOT right of way. It will be necessary to obtain a WSDOT franchise agreement to construct the watermain within WSDOT's right of way along SR-506.

Portions of the new water main will be constructed along SR-506 and in multiple locations will cross non-fish bearing streams which will require an HPA permit issued by WDFW and preparation and submission of a SEPA checklist to Lewis County.

Task 9 – Bid Advertisement

County will perform the following work under these tasks with assistance from Consultant:

- a) County will advertise the project for construction bids.
- b) County will receive questions from prospective bidders.
- c) County will provide questions to Consultant requiring design, quantity, bid item and design clarifications. Consultant will prepare appropriate responses and provide to County. County will provide responses to contractor questions.
- d) County will issue an addendum, if required, to identify, clarify, amend or expand the Bidding Documents.
- e) County will lead bid opening and open all bid submittals.
- f) County will compile all bid submittals into one spreadsheet. Consultant will prepare the bid tabulation.
- g) County will review the bids received, verify low bidder's state licensing, check references for low bidder, and award a construction contract to the selected Contractor.

CONSTRUCTION PHASE ENGINEERING SERVICES

Task 10 – Construction Phase Project Management & Administration

Consultant will provide project management and administration consisting of the following:

- a) General project administration.

- b) Project coordination with subconsultants.
- c) Project coordination of water utility extensions with Windsor Engineers, private developer consultant in proposed sub-development locations within the City of Vader.
- d) Monthly meeting agenda's, meeting notes, progress reports and invoicing narrative progress reports during project, as requested.

Task 11 – Construction Management

- a) Consult with and advise the County and act as the County's representative as required by the Construction Contract Documents. As the County's representative, all instructions to Contractor(s) will be issued through Consultant who will have authority to act on behalf of the County to the extent provided in the Contract Documents.

Task 12 – Attend Pre-Construction Conference & Progress Meetings

- a) Pre-Construction Conference, Progress Meetings and Observation of Construction. In connection with observations of the work of the Contractor(s) while it is in progress:
 - 1) Consultant will conduct a pre-construction conference with County and construction contractor to review construction work, construction contract documents, utilities, traffic control, construction timeframe, submittal requirements, procedure for modifying the construction contract time and/or price, contractor redline drawings of field changes, and project closeout process.
 - 2) Consultant will conduct up to 26 onsite construction progress meetings with the construction contractor and the County during construction. Meetings are anticipated to be held every 2 weeks on average. The progress meetings will allow for communication and documentation of construction progress, any issues that have been identified that need to be addressed or that could impact the cost of the project, and to provide the Consultant a regular opportunity to observe as an experienced and qualified design professional, the progress and quality of the various aspects of Contractor(s)' work. In addition, Consultant will provide the services of a Resident Project Representative at the site to assist the Consultant and to observe the work, as requested by the County. Based on information obtained during such visits and on such observations, Consultant will endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and Consultant will keep the County informed of the progress of the work.

Task 13 – Onsite Resident Project Representative (RPR) to Observe Construction

- a) The Resident Project Representative (RPR) will be Consultant's agent or employee and under Consultant's supervision. The RPR will provide written daily reports to CONSULTANT's project manager utilizing Consultant's standard report forms for each day the RPR is onsite. Copies of all daily RPR reports will be provided to County for their permanent project file. For budgeting, Consultant has assumed 48 hours per week for 20 weeks.
- b) The purpose of Consultant's visits to and representation by the RPR at the site will be to enable Consultant to better carry out the duties and responsibilities assigned to and undertaken by Consultant during the Construction Phase, and, in addition, by exercise of Consultant's efforts as an experienced and qualified design professional, to provide for the County a greater degree of confidence that the completed work of Contractor(s) will

conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by Contractor(s). On the other hand, Consultant will not, during such visits or as a result of such observations of Contractor(s)' work in progress, supervise, direct or have control over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor(s), for safety precautions and programs incident to the work of the Contractor(s) or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes, or orders applicable to Contractor(s) furnishing and performing their work. Accordingly, Consultant can neither guarantee the performance of the construction contracts by Contractor(s) nor assume responsibility for Contractor(s)' failure to furnish and perform their work in accordance with the Contract Documents.

- c) Defective Work. During such visits, Consultant may disapprove of or reject Contractor(s)' work while it is in progress if Consultant believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents.

Task 14 - Construction Staking

- a) The Consultant will provide construction staking of all principal lines, grades and measurements the Consultant deems necessary for completion of the construction work. These will generally consist of providing offset points to establish line and grade for the new waterlines, and appropriate staking for surface restoration line and grade. Consultant will provide such staking one time only. Any additional re-staking required due to the construction contractor's lack of maintenance of the stakes provided by Consultant will be deemed additional and out of scope work and will be charged on a time and material basis at the Consultant's standard rates. Consultant will specify in the construction contract documents that the cost of any such re-staking will be the contractor's responsibility and the County will deduct such costs from the contractor's progress payments as appropriate. Consultant shall be provided with a minimum of 72 hours for all construction staking requests submitted by the construction contractor. Consultant has budgeted for a maximum of 10 days of construction staking. Each onsite visit made by Consultant's survey crew at the construction contractor's request shall count as a day of construction staking.

Task 15 - Interpretations & Clarifications

- a) Consultant will issue necessary interpretations and clarifications of the Contract Documents and in connection therewith prepare work directive changes and change orders as required.

Task 16 - Shop Drawings & Submittal Review

- a) Shop Drawings. Consultant will review and take appropriate action in respect of Shop Drawings, samples and other data, which Contractor(s) are required to submit for compliance with the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.
- b) Inspections and Tests. Consultant will have authority, as the County's representative, to require special inspections or testing of the work, and will receive and review all certificates of inspections, tests and approvals required by laws, regulations, ordinances, codes, orders, or the Contract Documents but only to determine generally that their content complies with

the requirements of, and the results certified indicate compliance with, the Contract documents.

- c) Disputes between County and Contractor. Consultant will act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder and make decisions on all claims of the County and Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work.

Task 17 - Prepare Construction Progress Pay Estimates

- a) Applications for Payment. Based on Consultant's on-site observations as an experienced and qualified design professional, on information provided by the County and on review of applications for payment and the accompanying data and schedules:
 - 1) Consultant will determine the amounts owing to the Contractor(s) and recommend in writing payments to Contractor(s) in such amounts. Such recommendations of payment will constitute a representation to County, based on such observations and review, that the work has progressed to the point indicated, and that, to the best of Consultant's knowledge, information and belief, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of such work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation). In the case of unit price work, Consultant's recommendations of payment will include final determinations of quantities and classifications of such work subject to any subsequent adjustments allowed by the Contract Documents.
 - 2) By recommending any payment Consultant will not thereby be deemed to have represented that exhaustive, continuous, or detailed reviews or examinations have been made by Consultant to check the quality or quantity of Contractor(s)' work as it is furnished and performed beyond the responsibilities specifically assigned to Consultant in this Agreement and the Contract Documents. Consultant's review of Contractor(s) work for the purposes of recommending payments will not impose on Consultant responsibility to supervise, direct, or control such 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, rules, regulations, ordinances, codes, or orders applicable to their furnishing and performing the work. It will also not impose responsibility on Consultant to make any examination to ascertain how or for what purposes any Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any of the work, materials or equipment has passed to County free and clear of any lien, claims, security interests or encumbrances, or that there may not be other matters at issue between County and Contractor that might affect the amount that should be paid.

Task 18 - Project Closeout Documentation & Prepare Record Drawings

- a) Inspections. Consultant will conduct an inspection to determine if the work is substantially complete and a final inspection to determine if the completed work is acceptable so that the Consultant may recommend, in writing, final payment to Contractor(s) and may give written notice to County and the Contractor(s) that the work is acceptable (subject to any

conditions therein expressed), but any such recommendation and notice will be subject to the limitations expressed in paragraph "i-2" above.

- b) Prepare a set of reproducible record prints of Drawings showing those changes made during the construction process, based on the marked-up prints, drawings and other data furnished by Contractor(s) to Consultant and which Consultant considers significant.
- c) Limitations of Responsibility. Consultant shall not be responsible for the acts or omissions of any Contractor, or of any subcontractor or supplier, or any of the Contractor(s)' or subcontractor's or supplier's agents or employees or any other persons (except Consultant's own employees and agents) at the site or otherwise furnishing or performing any of the Contractor(s)' work; however, nothing contained in Tasks 11 through 17 above, shall be construed to release Consultant from liability for failure to properly perform duties and responsibilities assumed by Consultant in the Contract Documents.

SCHEDULE

Work will be coordinated with the County and the deliverables for the project will be provided to the County in a mutually agreed upon time frame.

[illegible]