



City of Elkins **Sanitary Board**

April 15, 2024
10:00 AM
401 Davis Avenue
Council Chamber, 2nd Floor

Meets every 3rd Monday of the month

AGENDA

- 1. Call to order and roll call**
- 2. Public comment**
- 3. Minutes**
 - a. Proposed minutes for the meeting of March 18, 2024
 - b. Proposed minutes for the Special Call Joint Meeting: Water and Sanitary Board on March 18, 2024
- 4. Presentation**
- 5. Reports**
 - a. Wastewater Superintendent/Chief Operator
 - b. Wastewater Collection Supervisor
 - c. Financial Statements as of March 31, 2024
- 6. Unfinished business**
 - a. Discussion of Replacement/Repair of Water Sewer Lines in the City of Elkins
 - b. Discussion of Wastewater Collection Storage Building Bids
- 7. New business**
 - a. Approval of Sewer Invoices
 - b. Georgetown Road Sewer Extension Preliminary Study
- 8. Announcements**
- 9. Adjournment**



CITY OF ELKINS AGENDA ITEM REPORT

Meeting Date:	April 15, 2024
Section:	Minutes
Category:	Action Item
Agenda Item Name:	Proposed minutes for the meeting of March 18, 2024
Recommended By:	Whitney L. Hymes-Wastewater Superintendent/Chief Operator
Summary:	Approval of minutes from Regular Sanitary Board Meeting held on March 18, 2024 at 10:00AM
Fiscal Impact:	N/A
Recommendation:	Consider for Approval
Attachments:	1. Sanitary Board - 2024_03_18 - minutes

SANITARY BOARD REGULAR MEETING MINUTES

***401 Davis Avenue
City Hall, Council Chambers
March 18, 2024
10:00 a.m.***

Present were Committee Members: Jerry Marco, Randall Biller, Richard Carr

Also present were: Whitney Hymes (Wastewater Superintendent), Mark Hartley (Wastewater Collection Supervisor), Tracy Judy (Treasurer), Gerry Roberts (City Attorney), Liz Roberts (Secretary)

MINUTES

Randall Biller, **MOVED APPROVAL OF THE MINUTES OF THE FEBRUARY 20, 2024, MEETING.** The motion carried.

Randall Biller, **MOVED APPROVAL OF THE MINUTES OF THE FEBRUARY 28, 2024, FOR THE SPECIAL CALL JOINT MEETING: SANITARY AND WATER BOARD MEETING.** The motion carried.

REPORTS

- **Whitney, the Chief Operator, provided an update on the recent 2024 Laboratory Audit which was conducted on March 12, 2024. No deficiencies were noted during the audit. Whitney also mentioned that wastewater personnel will be attending the 2024 Equipment and Design Expo in Charleston on March 20-21. Additionally, the Leadsville PSD Agreement has been signed, and the Wastewater Department will participate in the Elkins Middle School Career Fair along with other city departments. The department is also exploring the possibility of utilizing the City VAC truck to assist in private use for a fee. Moreover, three of the wastewater collection employees will attend the Class C Wastewater Collection course in Stonewood from April 8-12, and William Mallow received his Class II Wastewater Certification in March.**
- **Mark Hartley, Wastewater Collection Supervisor, gave his report and reported that they are now fully staffed.**

UNFINISHED BUSINESS

- **The discussion of the Replacement/Repair of the water sewer line in the city of Elkins.**

- Whitney informed us that the CEC is coming in for tonight's joint Water and Sanitary Board meeting and will discuss the combined water and sewer projects.
- The discussion of Wastewater Collection Storage Building Bids.
 - Whitney updated us, letting us know that the final reading will be on March 21st, allowing them to start on the project.

NEW BUSINESS

Jerry A. Marco **MOVED APPROVAL OF SEWER INVOICES.** The motion carried.

Randall Biller **MOVED APPROVAL OF FUNDING OF FY 2025 EMPLOYEE HEALTH SAVINGS ACCOUNT.** The motion carried.

Richard Carr **MOVED APPROVAL OF THE REIMBURSEMENT REQUEST FOR SEWAGE BACKUP AT 1506 LAVALETTE AVE.** The motion carried.

Richard Carr **MOVED TO REJECT WV AMERICAN WATER'S DUE DILIGENCE PROPOSAL AND CARRY ON OPERATIONS AS NORMAL.** The motion carried.

ANNOUNCEMENTS

- **Whitney has updated us about the CDS Grants they have applied for with Region VII's assistance. Additionally, she has informed us about the 11th Street 18-inch sewer line relocation. The City Council approved R-1735 on March 7, 2024, which designates using the Financial Stabilization General Fund Account to fund the relocation of the 18" line at this 11th Street location. The location will be an excellent commercial property. The entire project will cost approximately \$147,000.00. Hymes also informed Board of meeting with WVDOH concerning sewer services and the S. Davis bridge replacement.**

Jerry Marco **MOVED ADJOURNMENT.** The motion carried.

The meeting adjourned at 10:30 a.m.

The foregoing minutes were approved at the meeting of _____, 2024

Name & Title

Signature



CITY OF ELKINS AGENDA ITEM REPORT

Meeting Date:	April 15, 2024
Section:	Minutes
Category:	Action Item
Agenda Item Name:	Proposed minutes for the Special Call Joint Meeting: Water and Sanitary Board on March 18, 2024
Recommended By:	Whitney L. Hymes-Wastewater Superintendent/Chief Operator
Summary:	Approval of minutes from the Special Call Joint Meeting: Water and Sanitary Boards held on March 18, 2024 at 4:00PM
Fiscal Impact:	N/A
Recommendation:	Consider for Approval
Attachments:	1. Joint Sanitary Water Board - 2024_03_18 - minutes

SANITARY BOARD/WATER BOARD SPECIAL CALL MEETING MINUTES

***401 Davis Avenue
City Hall, Council Chambers
March 18, 2024
4:00 p.m.***

Present were Committee Members: Carol Bush, Randall Biller, Jerry Marco, Richard Carr, Shawn Bennett, Jake Prusch

Tracy Judy (Treasurer), Wes Lambert (Chief Water Operator), Whitney Hymes (Chief Wastewater Operator), and Liz Roberts (Executive Secretary) were also present.

Mitch Marstiller was absent.

NEW BUSINESS

- The presentation and discussion of Engineering Agreements for proposed water and sewer projects.
 - Erasmo Rizo and Steve Buchanan presented what the CEC offers and how the process would work once the contract was signed.

Jerry Marco, **MOVED APPROVAL OF ENTERING INTO EXECUTIVE SESSION TO DISCUSS THE CONTRACT.** The motion carried. The council entered executive session at 4:27 p.m. and returned at 4:46 p.m. The chair announced that no action was taken.

- The committee requested that Erasmo and Steve provide a price breakdown for the work to be done and bring it back to the committees.

Jerry Marco **MOVED ADJOURNMENT.** The motion carried.

The meeting adjourned at 4:49 p.m.

The foregoing minutes were approved at the meeting of _____, 2024

Name & Title

Signature

FY 2024 BUDGET CONTROL REPORT

Revenues	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Revenues Over Expenses	Total
	\$216,491.85	\$207,080.31	\$217,303.75	\$243,124.25	\$248,104.41	\$215,658.94	\$206,231.45	\$275,589.81	\$294,543.49				-\$49,519.17	\$2,124,128.26
Expenses	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun		
	\$244,836.96	\$222,640.35	\$241,235.73	\$232,602.45	\$312,911.69	\$253,078.52	\$248,473.42	\$221,006.30	\$196,862.01					\$2,173,647.43

Bank Balance as of 3/31/2024: \$81,967.32

CITY OF ELKINS
FINANCIAL STATEMENT (UNAUDITED)
AS OF: MARCH 31ST, 2024

401-SEWER FUND

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 75.00

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D BALANCE	TOTAL ENCUMBERED	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
TAXES	15,000	4,183.48	0.00	19,375.55	0.00 (	4,375.55)	129.17
CHARGES FOR SERVICES	2,775,000	257,536.07	0.00	1,945,070.91	0.00	829,929.09	70.09
MISCELLANEOUS REVENUE	170,000	32,823.94	0.00	159,681.80	0.00	10,318.20	93.93
TOTAL REVENUE	2,960,000	294,543.49	0.00	2,124,128.26	0.00	835,871.74	71.76
<u>EXPENDITURE SUMMARY</u>							
CSO	50,459	2,440.19	0.00	25,568.43	0.00	24,890.07	50.67
CSO-OTHER	145,576	10,680.95	0.00	100,301.59	0.00	45,274.41	68.90
SEWER COLLECTION	1,001,170	61,437.91	0.00	692,619.12	0.00	308,550.38	69.18
SEWER TREATMENT	1,345,974	79,159.98	0.00	939,303.29	0.00	406,670.71	69.79
UTILITY BILLING	28,610	1,953.24	0.00	20,366.88	0.00	8,243.12	71.19
ADMIN & GENERAL	388,212	41,189.74	0.00	339,665.37	0.00	48,546.63	87.49
CAPITAL OUTLAY	0	0.00	0.00	55,822.75	0.00 (	55,822.75)	0.00
TOTAL EXPENDITURES	2,960,000	196,862.01	0.00	2,173,647.43	0.00	786,352.57	73.43
REVENUE OVER/(UNDER) EXPENDITURES	0	97,681.48	0.00 (	49,519.17)	0.00	49,519.17	0.00

FINANCIAL STATEMENT (UNAUDITED)

AS OF: MARCH 31ST, 2024

401-SEWER FUND

% OF YEAR COMPLETED: 75.00

REVENUES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D BALANCE	TOTAL ENCUMBERED	BUDGET BALANCE	% OF BUDGET
<u>TAXES</u>							
401-000-302-0000 Penalty Income	15,000	4,183.48	0.00	19,375.55	0.00	(4,375.55)	129.17
TOTAL TAXES	15,000	4,183.48	0.00	19,375.55	0.00	(4,375.55)	129.17
<u>CHARGES FOR SERVICES</u>							
401-000-361-0000 Metered Sales to Res Cu	1,290,900	120,214.87	0.00	886,659.44	0.00	404,240.56	68.69
401-000-361-0001 Metered Sales to Comm C	1,050,000	94,284.73	0.00	726,025.94	0.00	323,974.06	69.15
401-000-361-0002 Unmetered Sales to Res	19,100	1,413.05	0.00	12,137.81	0.00	6,962.19	63.55
401-000-361-0003 Taps & Connections	10,000	2,595.84	0.00	10,829.48	0.00	(829.48)	108.29
401-000-361-0004 Services to Other Syste	405,000	39,027.58	0.00	309,418.24	0.00	95,581.76	76.40
TOTAL CHARGES FOR SERVICES	2,775,000	257,536.07	0.00	1,945,070.91	0.00	829,929.09	70.09
<u>MISCELLANEOUS REVENUE</u>							
401-000-380-0000 Interest Earned	13,000	536.87	0.00	4,420.67	0.00	8,579.33	34.01
401-000-381-0000 Reimbursements	2,000	914.74	0.00	2,584.53	0.00	(584.53)	129.23
401-000-382-0000 Refunds & Rebates	4,000	0.00	0.00	3,374.43	0.00	625.57	84.36
401-000-383-0000 Sale Of Fixed Asset	0	14,647.00	0.00	14,647.00	0.00	(14,647.00)	0.00
401-000-386-0000 Insurance Claims	0	0.00	0.00	0.00	0.00	0.00	0.00
401-000-399-0000 Miscellaneous	1,000	793.84	0.00	5,275.35	0.00	(4,275.35)	527.54
401-000-399-0001 Lab Analysis Services	150,000	15,931.49	0.00	129,379.82	0.00	20,620.18	86.25
TOTAL MISCELLANEOUS REVENUE	170,000	32,823.94	0.00	159,681.80	0.00	10,318.20	93.93
TOTAL REVENUE	2,960,000	294,543.49	0.00	2,124,128.26	0.00	835,871.74	71.76

FINANCIAL STATEMENT (UNAUDITED)

AS OF: MARCH 31ST, 2024

401-SEWER FUND

CSO

% OF YEAR COMPLETED: 75.00

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D BALANCE	TOTAL ENCUMBERED	BUDGET BALANCE	% OF BUDGET
<u>PERSONAL SERVICES</u>							
401-509-103-0000 Salaries & Wages	19,095	1,500.60	0.00	14,227.65	0.00	4,867.35	74.51
401-509-104-0000 FICA Tax	1,590	118.90	0.00	1,108.33	0.00	481.67	69.71
401-509-105-0000 Group Health Insurance	7,560	565.95	0.00	5,093.54	0.00	2,466.46	67.37
401-509-106-0000 Retirement	2,047	144.94	0.00	1,351.22	0.00	695.78	66.01
401-509-108-0000 Overtime/Extra Help	1,667	109.80	0.00	785.77	0.00	880.73	47.15
TOTAL PERSONAL SERVICES	31,959	2,440.19	0.00	22,566.51	0.00	9,391.99	70.61
<u>CONTRACTUAL SERVICES</u>							
401-509-216-0000 Maint of CSO Equipment	10,000	0.00	0.00	0.00	0.00	10,000.00	0.00
401-509-217-0000 Maint Repair Autos & Tr	1,000	0.00	0.00	0.00	0.00	1,000.00	0.00
TOTAL CONTRACTUAL SERVICES	11,000	0.00	0.00	0.00	0.00	11,000.00	0.00
<u>COMMODITIES</u>							
401-509-341-0000 Supplies & Materials	6,000	0.00	0.00	3,001.92	0.00	2,998.08	50.03
401-509-343-0000 Automobile Supplies	1,500	0.00	0.00	0.00	0.00	1,500.00	0.00
TOTAL COMMODITIES	7,500	0.00	0.00	3,001.92	0.00	4,498.08	40.03
<u>TOTAL CSO</u>							
TOTAL CSO	50,459	2,440.19	0.00	25,568.43	0.00	24,890.07	50.67

FINANCIAL STATEMENT (UNAUDITED)

AS OF: MARCH 31ST, 2024

401-SEWER FUND

CSO-OTHER

% OF YEAR COMPLETED: 75.00

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D BALANCE	TOTAL ENCUMBERED	BUDGET BALANCE	% OF BUDGET
<u>PERSONAL SERVICES</u>							
401-510-103-0000 Salaries & Wages	100,960	7,857.00	0.00	72,433.30	0.00	28,526.70	71.74
401-510-104-0000 FICA Tax	8,430	599.29	0.00	5,862.58	0.00	2,567.42	69.54
401-510-105-0000 Group Health Insurance	17,866	1,403.60	0.00	10,080.23	0.00	7,785.77	56.42
401-510-106-0000 Retirement	9,070	650.01	0.00	6,393.31	0.00	2,676.69	70.49
401-510-108-0000 Overtime/Extra Help	9,250	171.05	0.00	5,532.17	0.00	3,717.83	59.81
TOTAL PERSONAL SERVICES	145,576	10,680.95	0.00	100,301.59	0.00	45,274.41	68.90
<u>TOTAL CSO-OTHER</u>							
TOTAL CSO-OTHER	145,576	10,680.95	0.00	100,301.59	0.00	45,274.41	68.90

AS OF: MARCH 31ST, 2024

401-SEWER FUND

SEWER COLLECTION

% OF YEAR COMPLETED: 75.00

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D BALANCE	TOTAL ENCUMBERED	BUDGET BALANCE	% OF BUDGET
<u>PERSONAL SERVICES</u>							
401-511-103-0000 Salaries & Wages	100,960	7,857.09	0.00	72,434.13	0.00	28,525.87	71.75
401-511-104-0000 FICA Tax	8,430	599.21	0.00	5,862.35	0.00	2,567.65	69.54
401-511-105-0000 Group Health Insurance	17,866	1,731.72	0.00	12,082.47	0.00	5,783.53	67.63
401-511-106-0000 Retirement	9,070	650.00	0.00	6,393.41	0.00	2,676.59	70.49
401-511-108-0000 Overtime/Extra Help	9,250	171.06	0.00	5,532.47	0.00	3,717.53	59.81
TOTAL PERSONAL SERVICES	145,576	11,009.08	0.00	102,304.83	0.00	43,271.17	70.28
<u>CONTRACTUAL SERVICES</u>							
401-511-211-0000 Telephone	3,000	225.01	0.00	1,944.07	0.00	1,055.93	64.80
401-511-213-0000 Utilities/Purchased Pow	100,000	1,858.59	0.00	68,558.87	0.00	31,441.13	68.56
401-511-214-0000 Travel	1,000	0.00	0.00	0.00	0.00	1,000.00	0.00
401-511-215-0002 Stormwater Supplies	10,000	0.00	0.00	0.00	0.00	10,000.00	0.00
401-511-216-0000 Maint Pumping Equipment	15,000	984.00	0.00	11,300.51	0.00	3,699.49	75.34
401-511-216-0001 Maint Structures/Improv	32,670	0.00	0.00	4,251.58	0.00	28,417.92	13.01
401-511-217-0000 Maint Repair Autos & T	15,000	1,337.50	0.00	23,713.11	0.00	8,713.11	158.09
401-511-221-0000 Training & Education	1,500	0.00	0.00	0.00	0.00	1,500.00	0.00
401-511-222-0000 Dues & Subscriptions	0	0.00	0.00	610.58	0.00	610.58	0.00
401-511-230-0000 Contracted Services	2,000	0.00	0.00	18,856.45	0.00	16,856.45	942.82
401-511-240-0000 Refunds & Reimbursement	2,000	0.00	0.00	3,493.65	0.00	1,493.65	174.68
TOTAL CONTRACTUAL SERVICES	182,170	4,405.10	0.00	132,728.82	0.00	49,440.68	72.86
<u>COMMODITIES</u>							
401-511-341-0000 Supplies & Materials	50,000	100.00	0.00	20,542.05	0.00	29,457.95	41.08
401-511-343-0000 Automobile Supplies	20,000	0.00	0.00	12,962.87	0.00	7,037.13	64.81
401-511-345-0000 Uniforms	5,200	0.00	0.00	2,981.58	0.00	2,218.42	57.34
401-511-399-0000 Miscellaneous	16,500	0.00	0.00	4,826.49	0.00	11,673.51	29.25
TOTAL COMMODITIES	91,700	100.00	0.00	41,312.99	0.00	50,387.01	45.05
<u>CAPITAL OUTLAY</u>							
401-511-458-0000 Bond Payable S-1-09-A-R	33,965	2,830.41	0.00	25,473.69	0.00	8,491.31	75.00
401-511-458-0001 Bond Payable S-1-15-A-R	87,233	7,269.39	0.00	65,424.51	0.00	21,808.49	75.00
401-511-458-0003 Bond Payable S-1-20-A-R	320,771	26,784.32	0.00	241,058.88	0.00	79,712.12	75.15
401-511-458-0004 Bond Payable S-2-20-A-R	31,442	2,620.15	0.00	23,581.35	0.00	7,860.65	75.00
401-511-459-0000 2018 Van & Sewera Camer	26,520	2,253.71	0.00	20,065.78	0.00	6,454.22	75.66
401-511-459-0001 2021 Ford F-150	6,758	563.16	0.00	5,068.44	0.00	1,689.56	75.00
401-511-459-0002 Capital Outlay	12,000	0.00	0.00	0.00	0.00	12,000.00	0.00
401-511-459-0003 900 ECO Cleaner	59,815	3,487.12	0.00	34,342.99	0.00	25,472.01	57.42
TOTAL CAPITAL OUTLAY	578,504	45,808.26	0.00	415,015.64	0.00	163,488.36	71.74
<u>OTHER EXPENDITURES</u>							
401-511-670-0000 Interest & Penalties	3,220	115.47	0.00	1,256.84	0.00	1,963.16	39.03
TOTAL OTHER EXPENDITURES	3,220	115.47	0.00	1,256.84	0.00	1,963.16	39.03
TOTAL SEWER COLLECTION	1,001,170	61,437.91	0.00	692,619.12	0.00	308,550.38	69.18

FINANCIAL STATEMENT (UNAUDITED)

AS OF: MARCH 31ST, 2024

401-SEWER FUND
SEWER TREATMENT

% OF YEAR COMPLETED: 75.00

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D BALANCE	TOTAL ENCUMBERED	BUDGET BALANCE	% OF BUDGET
<u>PERSONAL SERVICES</u>							
401-512-103-0000 Salaries & Wages	278,380	19,009.06	0.00	173,144.91	0.00	105,235.09	62.20
401-512-104-0000 FICA Tax	22,445	1,473.05	0.00	13,551.00	0.00	8,894.00	60.37
401-512-105-0000 Group Health Insurance	54,580	3,990.55	0.00	31,972.86	0.00	22,607.14	58.58
401-512-106-0000 Retirement	23,850	1,662.92	0.00	15,342.28	0.00	8,507.72	64.33
401-512-108-0000 Overtime/Extra Help	15,000	744.67	0.00	7,808.63	0.00	7,191.37	52.06
TOTAL PERSONAL SERVICES	394,255	26,880.25	0.00	241,819.68	0.00	152,435.32	61.34
<u>CONTRACTUAL SERVICES</u>							
401-512-211-0000 Telephone	3,000	177.71	0.00	1,703.07	0.00	1,296.93	56.77
401-512-213-0000 Utilities/Purchased Pow	160,000	0.00	0.00	116,746.48	0.00	43,253.52	72.97
401-512-214-0000 Travel	3,000	0.00	0.00	1,643.85	0.00	1,356.15	54.80
401-512-215-0000 Maint of Bldgs & Ground	1,000	0.00	0.00	33.30	0.00	966.70	3.33
401-512-216-0000 Maint Treat/Disp System	60,000	0.00	0.00	8,674.44	0.00	51,325.56	14.46
401-512-216-0001 Maint Structures/Improv	26,000	0.00	0.00	9,418.41	0.00	16,581.59	36.22
401-512-217-0000 Maint Repair Autos & Tr	9,000	0.00	0.00	3,097.12	0.00	5,902.88	34.41
401-512-218-0000 Postage	80	0.00	0.00	58.00	0.00	22.00	72.50
401-512-220-0000 Advertising	0	0.00	0.00	395.56	0.00	395.56	0.00
401-512-221-0000 Training & Education	3,000	0.00	0.00	1,850.00	0.00	1,150.00	61.67
401-512-222-0000 Dues & Subscriptions	200	0.00	0.00	925.58	0.00	725.58	462.79
401-512-230-0000 Contracted Services	32,000	752.00	0.00	34,544.43	0.00	2,544.43	107.95
TOTAL CONTRACTUAL SERVICES	297,280	929.71	0.00	179,090.24	0.00	118,189.76	60.24
<u>COMMODITIES</u>							
401-512-341-0000 Supplies & Materials	12,000	1,130.20	0.00	19,506.72	0.00	7,506.72	162.56
401-512-341-0001 Supplies & Matls Chemic	28,000	0.00	0.00	27,865.18	0.00	134.82	99.52
401-512-341-0002 Purification Supplies	10,000	0.00	0.00	62.97	0.00	9,937.03	0.63
401-512-343-0000 Automobile Supplies	9,500	0.00	0.00	8,289.36	0.00	1,210.64	87.26
401-512-345-0000 Uniforms	5,200	0.00	0.00	2,920.66	0.00	2,279.34	56.17
401-512-399-0000 Miscellaneous	0	150.00	0.00	323.75	0.00	323.75	0.00
TOTAL COMMODITIES	64,700	1,280.20	0.00	58,968.64	0.00	5,731.36	91.14
<u>CAPITAL OUTLAY</u>							
401-512-459-0000 Bond Payable S-1-06-A-R	563,268	46,939.02	0.00	422,451.18	0.00	140,816.82	75.00
401-512-459-0001 Bond Payable S-1-86-B-R	12,962	1,080.16	0.00	9,721.44	0.00	3,240.56	75.00
401-512-459-0002 Ford F-350	6,639	553.21	0.00	4,978.89	0.00	1,660.11	74.99
401-512-459-0003 Sewer Areation Equipmen	6,770	0.00	0.00	6,744.51	0.00	25.49	99.62
401-512-459-0005 Capital Outlay	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL CAPITAL OUTLAY	589,639	48,572.39	0.00	443,896.02	0.00	145,742.98	75.28
<u>OTHER EXPENDITURES</u>							
401-512-670-0000 Interest & Penalties	100	1,497.43	0.00	15,528.71	0.00	15,428.71	5,528.71
TOTAL OTHER EXPENDITURES	100	1,497.43	0.00	15,528.71	0.00	15,428.71	5,528.71
TOTAL SEWER TREATMENT	1,345,974	79,159.98	0.00	939,303.29	0.00	406,670.71	69.79

CITY OF ELKINS
FINANCIAL STATEMENT (UNAUDITED)
AS OF: MARCH 31ST, 2024

401-SEWER FUND

UTILITY BILLING

% OF YEAR COMPLETED: 75.00

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D BALANCE	TOTAL ENCUMBERED	BUDGET BALANCE	% OF BUDGET
<u>PERSONAL SERVICES</u>							
401-513-103-0000 Salaries & Wages	17,300	1,399.60	0.00	13,357.51	0.00	3,942.49	77.21
401-513-104-0000 FICA Tax	1,350	101.65	0.00	964.31	0.00	385.69	71.43
401-513-105-0000 Group Health Insurance	3,900	295.72	0.00	2,661.48	0.00	1,238.52	68.24
401-513-106-0000 Retirement	1,580	128.48	0.00	1,216.76	0.00	363.24	77.01
401-513-108-0000 Overtime/ Extra Help	<u>280</u>	<u>27.79</u>	<u>0.00</u>	<u>160.66</u>	<u>0.00</u>	<u>119.34</u>	<u>57.38</u>
TOTAL PERSONAL SERVICES	24,410	1,953.24	0.00	18,360.72	0.00	6,049.28	75.22
<u>CONTRACTUAL SERVICES</u>							
401-513-214-0000 Travel	<u>200</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>200.00</u>	<u>0.00</u>
TOTAL CONTRACTUAL SERVICES	200	0.00	0.00	0.00	0.00	200.00	0.00
<u>COMMODITIES</u>							
401-513-341-0000 Supplies & Materials	<u>4,000</u>	<u>0.00</u>	<u>0.00</u>	<u>2,006.16</u>	<u>0.00</u>	<u>1,993.84</u>	<u>50.15</u>
TOTAL COMMODITIES	4,000	0.00	0.00	2,006.16	0.00	1,993.84	50.15
TOTAL UTILITY BILLING	28,610	1,953.24	0.00	20,366.88	0.00	8,243.12	71.19

FINANCIAL STATEMENT (UNAUDITED)

AS OF: MARCH 31ST, 2024

401-SEWER FUND

ADMIN & GENERAL

% OF YEAR COMPLETED: 75.00

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D BALANCE	TOTAL ENCUMBERED	BUDGET BALANCE	% OF BUDGET
<u>PERSONAL SERVICES</u>							
401-514-103-0000 Salaries & Wages	1,800	325.00	0.00	1,750.00	0.00	50.00	97.22
401-514-104-0000 FICA Tax	140	24.79	0.00	133.85	0.00	6.15	95.61
401-514-105-0000 Group Health Insurance	0	5.92	0.00	655.92	0.00	655.92	0.00
401-514-106-0000 Retirement	0	9.00	0.00	9.00	0.00	9.00	0.00
401-514-108-0000 Overtime/Extra Help	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL PERSONAL SERVICES	1,940	364.71	0.00	2,548.77	0.00	608.77	131.38
<u>CONTRACTUAL SERVICES</u>							
401-514-218-0000 Postage	8,000	1,268.40	0.00	7,243.72	0.00	756.28	90.55
401-514-220-0000 Advertising	0	0.00	0.00	0.00	0.00	0.00	0.00
401-514-223-0000 Professional Services	10,000	6,176.63	0.00	69,891.46	0.00	59,891.46	698.91
401-514-226-0000 Insurance & Bonds	12,000	722.31	0.00	7,564.66	0.00	4,435.34	63.04
401-514-226-0001 Insurances & Bonds/GL	30,000	9,321.92	0.00	37,287.68	0.00	7,287.68	124.29
401-514-230-0000 Contracted Services	15,000	94.50	0.00	9,647.20	0.00	5,352.80	64.31
401-514-230-0001 Cont Serv/Consent Decre	0	0.00	0.00	0.00	0.00	0.00	0.00
401-514-232-0000 Bank Charges	50	0.00	0.00	53.00	0.00	3.00	106.00
TOTAL CONTRACTUAL SERVICES	75,050	17,583.76	0.00	131,687.72	0.00	56,637.72	175.47
<u>COMMODITIES</u>							
401-514-341-0000 Supplies & Materials	0	0.00	0.00	819.61	0.00	819.61	0.00
401-514-348-0000 Charges by Other Funds	41,022	3,159.25	0.00	28,433.25	0.00	12,588.75	69.31
401-514-353-0000 Computer Software	12,000	0.00	0.00	13,903.15	0.00	1,903.15	115.86
401-514-399-0000 Miscellaneous Expenses	1,000	106.50	0.00	595.13	0.00	404.87	59.51
TOTAL COMMODITIES	54,022	3,265.75	0.00	43,751.14	0.00	10,270.86	80.99
<u>CAPITAL OUTLAY</u>							
401-514-465-0000 Depreciation Expense	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL CAPITAL OUTLAY	0	0.00	0.00	0.00	0.00	0.00	0.00
<u>OTHER EXPENDITURES</u>							
401-514-568-0000 Transfers	0	0.00	0.00	0.00	0.00	0.00	0.00
401-514-670-0000 Interest & Penalties	200	0.00	0.00	0.00	0.00	200.00	0.00
401-514-676-0000 Regulatory Commission	12,000	0.00	0.00	11,053.45	0.00	946.55	92.11
401-514-677-0000 R & R Requirement	71,000	6,821.64	0.00	45,393.25	0.00	25,606.75	63.93
401-514-677-0001 SB234 Requirement	174,000	13,153.88	0.00	105,231.04	0.00	68,768.96	60.48
TOTAL OTHER EXPENDITURES	257,200	19,975.52	0.00	161,677.74	0.00	95,522.26	62.86
TOTAL ADMIN & GENERAL	388,212	41,189.74	0.00	339,665.37	0.00	48,546.63	87.49

FINANCIAL STATEMENT (UNAUDITED)

AS OF: MARCH 31ST, 2024

401-SEWER FUND

CAPITAL OUTLAY

% OF YEAR COMPLETED: 75.00

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D BALANCE	TOTAL ENCUMBERED	BUDGET BALANCE	% OF BUDGET
<u>CONTRACTUAL SERVICES</u>							
401-515-216-0000 Depreciation Acc Mtn Tr	0	0.00	0.00	55,822.75	0.00 (	55,822.75)	0.00
401-515-216-0001 Depreciation Acct Mnt/	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL CONTRACTUAL SERVICES	0	0.00	0.00	55,822.75	0.00 (	55,822.75)	0.00
TOTAL CAPITAL OUTLAY	0	0.00	0.00	55,822.75	0.00 (	55,822.75)	0.00
TOTAL EXPENDITURES	2,960,000	196,862.01	0.00	2,173,647.43	0.00	786,352.57	73.43
REVENUE OVER/(UNDER) EXPENDITURES	0	97,681.46	0.00 (	49,519.17)	0.00	49,519.17	0.00



CITY OF ELKINS AGENDA ITEM REPORT

Meeting Date:	April 15, 2024
Section:	Unfinished business
Category:	Action Item
Agenda Item Name:	Discussion of Replacement/Repair of Water Sewer Lines in the City of Elkins
Recommended By:	Whitney L. Hymes-Wastewater Superintendent/Chief Operator
Summary:	Continued discussion of the CEC Engineering Agreement for the South Interceptor and North Randolph Ave Sewer Project from the Sanitary Board Meeting held on March 18, 2024 and the Joint Special Call Meeting: Water/Sewer Board held on March 18, 2024.
Fiscal Impact:	Sewer agreement intinally presented would be \$50,000 for the Study and Report Phase (other agreements with additional costs will be amended at later dates). On March 19, 2024 CEC provided a breakdown of costs which include the following: (1) Manhour Breakdown-Including Meetings=\$54,995.24 (2) Manhour Breakdown-Without Meeting Charges=\$45,428.60 Both proposals are attached for reveiw.
Recommendation:	Review
Attachments:	1. 2. 240223 City of Elkins Engineering Agreement (South Interceptor and North Randolph Avenue Sewer) (CEC 336-914) 2. Copy of Combined IJDC and DEP Sewer PER Rquirements 3. ManhourBreakDown-Sewer 4. ManhourBreakdownwoMeetingCharge-Sewer

ENGINEERING AGREEMENT

FOR THE

CITY OF ELKINS

SOUTH INTERCEPTOR AND NORTH RANDOLPH AVENUE

SEWER

Prepared For:

CITY OF ELKINS

Prepared By:

CIVIL & ENVIRONMENTAL CONSULTANTS, INC.

BRIDGEPORT, WEST VIRGINIA

CEC Project 336-914

MARCH 2024



Civil & Environmental Consultants, Inc.

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

THIS IS AN AGREEMENT effective as of March 2024 ("Effective Date") between
City of Elkins ("Owner") and
Civil & Environmental Consultants, Inc. ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:
South Interceptor and North Randolph Avenue Sewer.

("Project").

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

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

1. Study and Report Phase (Exhibit A, Part A1.01) for the fees in Exhibit C.
2. Additional Services (Exhibit A, Part A2.01) related to the Study and Report Phase, if any, as identified in Exhibit J for the fees in Exhibit J.
3. Preliminary Design Phase (Exhibit A, Part A1.02) contingent upon the Owner's agreement with the amended fees presented by the Engineer in future Exhibit(s) K.
4. Final Design Phase (Exhibit A, Part A1.03) contingent upon the Owner's agreement with the amended fees presented by the Engineer in future Exhibit(s) K.
5. Bidding or Negotiating Phase (Exhibit A, Part A1.04) contingent upon the Owner's agreement with the amended fees presented by the Engineer in future Exhibit(s) K.
6. Construction Phase (Exhibit A, Part A1.05) contingent upon the Owner's agreement with the amended fees presented by the Engineer in future Exhibit(s) K.
7. Post Construction Phase (Exhibit A, Part A1.06) contingent upon the Owner's agreement with the amended fees presented by the Engineer in future Exhibit(s) K.
8. Resident Project Representative Services (Exhibit D) contingent upon the Owner's agreement with the amended scope and fees presented by the Engineer in future Exhibit(s) K.
9. Additional Services (Exhibit A, Part A2.01), if any, contingent upon the Owner's agreement with the amended scope and fees presented by the Engineer in future Exhibit(s) K.

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 Scope

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

ARTICLE 2 – OWNER’S RESPONSIBILITIES

2.01 *General*

- A. Owner shall have the responsibilities set forth herein and in Exhibit B.
- B. Owner shall pay Engineer as set forth in Article 4 and Exhibit C.
- C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:
 - 1. any development that affects the scope or time of performance of Engineer’s services;
 - 2. the presence at the Site of any Constituent of Concern; or
 - 3. any relevant, material defect or nonconformance in: (a) Engineer’s services, (b) the Work, (c) the performance of any Constructor, or (d) Owner’s performance of its responsibilities under this Agreement.

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 *Commencement*

- A. Engineer is authorized to begin rendering services as of the Effective Date.

3.02 *Time for Completion*

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

- E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 *Invoices*

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 *Payments*

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:
 - 1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and
 - 2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.
- D. *Sales or Use Taxes:* If after the Effective Date any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

- A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not

guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

5.02 *Designing to Construction Cost Limit*

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

5.03 *Opinions of Total Project Costs*

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

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.
- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. *Compliance with Laws and Regulations, and Policies and Procedures:*
 - 1. Engineer and Owner shall comply with applicable Laws and Regulations.
 - 2. Engineer shall comply with any and all policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in

Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.

3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
 - a. changes after the Effective Date to Laws and Regulations;
 - b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures;
 - c. changes after the Effective Date to Owner-provided written policies or procedures.
- F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.
- G. The general conditions for any construction contract documents prepared hereunder are to be EJCDC® C-700 "Standard General Conditions of the Construction Contract" (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise in Exhibit J or elsewhere in this Agreement.
- H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's, failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.
- K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- L. Engineer's services do not include providing legal advice or representation.

- M. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- N. While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design Without Construction Phase Services*

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

6.03 *Use of Documents*

- A. All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed.
- B. If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.
- C. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its

officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.

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

6.04 *Electronic Transmittals*

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

6.05 *Insurance*

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.
- B. Owner shall procure and maintain insurance as set forth in Exhibit G. Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability policies carried by Owner, which are applicable to the Project.
- C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.
- D. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.

- E. All policies of property insurance relating to the Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer or its Consultants. Owner and Engineer waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Project. Owner and Engineer shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.
- F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.
- G. Not used.

6.06 *Suspension and Termination*

A. *Suspension:*

- 1. *By Owner:* Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.
- 2. *By Engineer:* Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraph 4.02.B, or in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.D.

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

- 1. For cause,
 - a. by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 - b. by Engineer:

- 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.D.
 - 3) Engineer shall have no liability to Owner on account of such termination.
- c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.06.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
2. For convenience, by Owner effective upon Engineer's receipt of notice from Owner.
- C. *Effective Date of Termination:* The terminating party under Paragraph 6.06.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- D. *Payments Upon Termination:*
1. In the event of any termination under Paragraph 6.06, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.
 2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.06.D.1, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

6.07 Controlling Law

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

6.08 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
 - 1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
 - 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
 - 3. Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in the Construction Contract Documents.

6.09 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights at law.
- B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.09.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

6.10 *Environmental Condition of Site*

- A. Owner represents to Engineer that as of the Effective Date to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.
- B. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.

- C. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.
- D. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until such portion of the Project is no longer affected.
- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on seven days notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.11 *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer:* To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants. **This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."**
- B. *Indemnification by Owner:* Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations **and to the extent (if any) required in Exhibit I, "Limitations of Liability."**
- C. *Environmental Indemnification:* To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorneys' fees and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern

at, on, or under the Site, provided that (1) any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

- D. *No Defense Obligation:* The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.
- E. *Percentage Share of Negligence:* To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.
- F. *Mutual Waiver:* To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.

6.12 *Records Retention*

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

6.13 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

- D. *Waiver*: A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims*: To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

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

of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

9. *Construction Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
10. *Construction Contract Documents*—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract.
11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
12. *Construction Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.
13. *Construction Cost*—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner’s costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner’s work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer’s independent professional associates and consultants; subcontractors; or vendors.
16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.
17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables,

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

18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
20. *Engineer*—The individual or entity named as such in this Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
22. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
23. *Owner*—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
24. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.
25. *Record Drawings*—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer as an Additional Service and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
26. *Reimbursable Expenses*—The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic Services and Additional Services for the Project.
27. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.
28. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.

29. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
30. *Site*—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
31. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
32. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
33. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
34. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
35. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner’s costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.
36. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.
37. *Work Change Directive*—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. *Day:*

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included:*

- A. Exhibit A, Engineer’s Services.
- B. Exhibit B, Owner’s Responsibilities.
- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.
- D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative.
- E. Exhibit E, Notice of Acceptability of Work.
- F. Exhibit F, Construction Cost Limit **(NOT USED)**.
- G. Exhibit G, Insurance.
- H. Exhibit H, Dispute Resolution.
- I. Exhibit I, Limitations of Liability.
- J. Exhibit J, Special Provisions.
- K. Exhibit K, Amendment to Owner-Engineer Agreement.
- L. Summary of Fees (To be Amended).

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.

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

Owner: City of Elkins

Engineer: Civil & Environmental Consultants, Inc.

By: _____
Print name: Jerry Marco
Title: Mayor
Date Signed: _____

By: _____
Print name: Steve Buchanan
Title: Principal
Date Signed: _____

Firm's Certificate of Authorization No. C02231:

State of: West Virginia

Address for Owner's receipt of notices:

Elkins City Hall

401 Davis Avenue

Elkins, WV 26241

Designated Representative (Paragraph 8.03.A):

Whitney Hymes

Title: Wastewater System Chief Operator
(Class IV)

Phone Number: (304) 614-6350

E-Mail Address: whymes@cityofelkinswv.com

Address for Engineer's receipt of notices:

120 Genesis Boulevard

Bridgeport, WV 26330

Designated Representative (Paragraph 8.03.A):

Erasmio Rizo

Title: Principal

Phone Number: (304) 931-0814

E-Mail Address: erizo@cecinc.com

This is **EXHIBIT A**, consisting of **sixteen (16)** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **March 2023**.

Engineer's Services

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

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

PART 1 – BASIC SERVICES

A1.01 Study and Report Phase

A. Engineer shall:

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

6. After consultation with Owner, recommend to Owner the solution(s) which in Engineer's judgment meet Owner's requirements for the Project.
7. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project to be designed or specified by Engineer, including but not limited to mitigating measures identified in an environmental assessment for the Project.
8. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and Engineer's recommended solution(s). For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a tabulation of other items and services included within the definition of Total Project Costs.
9. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B, for use in Project design, or in preparation for Contractor selection and construction.
10. When mutually agreed, assist Owner in evaluating the possible use of building information modeling; civil integrated management; geotechnical baselining of subsurface site conditions; innovative design, contracting, or procurement strategies; or other strategies, technologies, or techniques for assisting in the design, construction, and operation of Owner's facilities. The subject matter of this paragraph shall be referred to in Exhibit A and B as "Project Strategies, Technologies, and Techniques."
11. If requested to do so by Owner, assist Owner in identifying opportunities for enhancing the sustainability of the Project, and pursuant to Owner's instructions plan for the inclusion of sustainable features in the design.
12. Use ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" as a means to advise the Owner on a recommended scope of work and procedure for the identification and mapping of existing utilities.
13. Develop a scope of work and survey limits for any topographic and other surveys necessary for design.
14. Perform or provide the following other Study and Report Phase tasks or deliverables:
None.
15. Furnish **two (2)** review copies of the Report and any other Study and Report Phase deliverables to Owner within **ninety (90)** days of the Effective Date and review it with Owner. Within **thirty (30)** days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.
16. Revise the Report and any other Study and Report Phase deliverables in response to Owner's comments, as appropriate, and furnish **two (2)** copies of the revised Report and

any other Study and Report Phase deliverables to the Owner within **thirty (30)** days of receipt of Owner's comments.

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

A1.02 *Preliminary Design Phase*

- A. After acceptance by Owner of the Report and any other Study and Report Phase deliverables; selection by Owner of a recommended solution; issuance by Owner of any instructions of for use of Project Strategies, Technologies, and Techniques, or for inclusion of sustainable features in the design; and indication by Owner of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner, (1) Engineer and Owner shall discuss and resolve any necessary revisions to Engineer's compensation (through application of the provisions regarding Additional Services, or otherwise), or the time for completion of Engineer's services, resulting from the selected solution, related Project Strategies, Technologies, or Techniques, sustainable design instructions, or specific modifications to the Project, and (2) upon written authorization from Owner, Engineer shall:
 - 1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.
 - 2. In preparing the Preliminary Design Phase documents, use any specific applicable Project Strategies, Technologies, and Techniques authorized by Owner during or following the Study and Report Phase, and include sustainable features, as appropriate, pursuant to Owner's instructions.
 - 3. Provide necessary field surveys and topographic and utility mapping for Engineer's design purposes. Comply with the scope of work and procedure for the identification and mapping of existing utilities selected and authorized by Owner pursuant to advice from Engineer based on ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," as set forth in Paragraph A1.01.A.12 above. If no such scope of work and procedure for utility mapping has been selected and authorized, then at a minimum the utility mapping will include Engineer contacting utility owners and obtaining available information.
 - 4. Visit the Site as needed to prepare the Preliminary Design Phase documents.
 - 5. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.
 - 6. Continue to assist Owner with Project Strategies, Technologies, and Techniques that Owner has chosen to implement.
 - 7. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.

8. Obtain and review Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Also obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents or content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable.
 9. Perform or provide the following other Preliminary Design Phase tasks or deliverables:
None.
 10. Furnish **two (2)** review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner within **ninety (90)** days of authorization to proceed with this phase, and review them with Owner. Within **thirty (30)** days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.
 11. Revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner **two (2)** copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables within **thirty (30)** days after receipt of Owner's comments.
- B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

A1.03 *Final Design Phase*

- A. After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and any other Preliminary Design Phase deliverables, subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from Owner, Engineer shall:
1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.
 2. Visit the Site as needed to assist in preparing the final Drawings and Specifications.
 3. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such

authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.

4. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.
 5. 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.
 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: **None**.
 10. Furnish for review by Owner, its legal counsel, and other advisors, **two (2)** copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, within **ninety (90)** days of authorization to proceed with the Final Design Phase, and review them with Owner. Within **thirty (30)** days of receipt, Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.
 11. 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 **two (2)** final copies of such documents to Owner within **thirty (30)** days after receipt of Owner's comments and instructions.
- B. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables.

- C. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.
- D. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is **One (1)**. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

A1.04 *Bidding or Negotiating Phase*

- A. After acceptance by Owner of the final Drawings and Specifications, other Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:
 - 1. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.
 - 2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.
 - 3. Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.
 - 4. Consult with Owner as to the qualifications of prospective contractors.
 - 5. Consult with Owner as to the qualifications of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.
 - 6. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement documents) prior to award of contracts for the Work. Services under this paragraph are subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.

7. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.
 8. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.
 9. Perform or provide the following other Bidding or Negotiating Phase tasks or deliverables: **None.**
- B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Agreement).

A1.05 *Construction Phase*

- A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:
1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, or other construction general conditions specified in this Agreement. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.
 2. *Resident Project Representative (RPR):* Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D.
 3. *Selection of Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory to perform the services identified in Exhibit B, Paragraph B2.01.
 4. *Pre-Construction Conference:* Participate in a pre-construction conference prior to commencement of Work at the Site.
 5. *Electronic Transmittal Protocols:* If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents, text, data,

drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with Owner and Contractor jointly develop such protocols for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.

6. *Original Documents:* If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.
7. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
8. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
9. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:
 - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.
 - b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or

procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

10. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.
11. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.
12. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.
13. *Non-reviewable Matters:* If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.
14. *Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.
15. *Change Orders and Work Change Directives:* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
16. *Differing Site Conditions:* Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use.

17. *Shop Drawings, Samples, and Other Submittals:* Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.
18. *Substitutes and "Or-equal":* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.
19. *Inspections and Tests:*
 - a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.
 - b. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.
 - c. Pursuant to the terms of the Construction Contract, require special inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.
20. *Change Proposals and Claims:* (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.
21. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
 - a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information

and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).

- b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.
22. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Paragraph A1.05.A.17. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.
23. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.

24. *Other Tasks:* Perform or provide the following other Construction Phase tasks or deliverables: **None.**
 25. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor in the form attached hereto as Exhibit E (“Notice of Acceptability of Work”) that the Work is acceptable (subject to the provisions of the Notice and Paragraph A1.05.A.21.b) to the best of Engineer’s knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement.
 26. *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.
- B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract as indicated in Paragraph A1.03.D, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.

A1.06 *Post-Construction Phase*

- A. Upon written authorization from Owner during the Post-Construction Phase, Engineer shall:
1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.
 2. Together with Owner, visit the Project within one month before the end of the Construction Contract’s correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.
 3. Perform or provide the following other Post-Construction Phase tasks or deliverables: **None.**

- B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.

PART 2 – ADDITIONAL SERVICES

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

- A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit C.
1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
 2. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
 3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.
 4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Paragraph A1.01.A.1 and 2.
 5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
 6. Providing renderings or models for Owner's use, including services in support of building information modeling or civil integrated management.
 7. Undertaking investigations and studies including, but not limited to:
 - a. detailed consideration of operations, maintenance, and overhead expenses;
 - b. the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering

and technical aspects of the Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;

- c. preparation of appraisals;
 - d. evaluating processes available for licensing, and assisting Owner in obtaining process licensing;
 - e. detailed quantity surveys of materials, equipment, and labor; and
 - 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

Exhibit A – Engineer's Services

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

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quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.

17. Preparing Record Drawings, and furnishing such Record Drawings to Owner.
18. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.
19. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.
20. Preparation of operation, maintenance, and staffing manuals.
21. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).
22. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.
23. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.
24. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, lien or bond claim, or other legal or administrative proceeding involving the Project.
25. Overtime work requiring higher than regular rates.
26. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.8; any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
27. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
28. Extensive services required during any correction period, or with respect to monitoring Contractor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).
29. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

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

- A. Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease

Exhibit A – Engineer's Services

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performing or furnishing such Additional Services upon receipt of written notice to cease from Owner.

1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.
2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.
3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.
5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.
6. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.
7. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.
8. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.

This is **EXHIBIT B**, consisting of **three (3)** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **March 2023**.

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 constructibility review.
- J. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- K. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, then designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.
- L. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
- M. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- N. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.
- O. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
- P. Place and pay for advertisement for Bids in appropriate publications.
- Q. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
- R. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
- S. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.
- T. Perform or provide the following: **None.**

This is **EXHIBIT C**, consisting of **two (2)** pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated **March 2023**.

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

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

ARTICLE 2 – OWNER’S RESPONSIBILITIES

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

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer’s Resident Project Representative, if any, as follows:

1. A Lump Sum amount of **\$50,000.00** based on the following estimated distribution of compensation:

a. Study and Report Phase	\$50,000.00
b. Preliminary Design Phase	To Be Amended
c. Final Design Phase	To Be Amended
d. Bidding and Negotiating Phase	To Be Amended
e. Construction Phase	To Be Amended
f. Post-Construction Phase	To Be Amended

Payment of these fees shall be deferred until the Construction Project is bid and the finances are closed or until a Professional Services Loan (Design Loan) is obtained, whichever is sooner. In the event that the Project Owner chooses not to continue with Project or cannot continue with the Project, the fees for work performed to that date will be due to the Engineer.

2. Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount unless approved in writing by the Owner.

3. The Lump Sum includes compensation for Engineer’s services and services of Engineer’s Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, expenses (other than any expressly allowed Reimbursable Expenses), and Consultant charges.

4. In addition to the Lump Sum, Engineer is also entitled to reimbursement from Owner for the Reimbursable Expenses as identified and enumerated in Appendix 1.
 5. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period. If any Reimbursable Expenses are expressly allowed, Engineer may also bill for any such Reimbursable Expenses incurred during the billing period.
- B. *Period of Service:* The compensation amount stipulated in Compensation Packet BC-1 is conditioned on a period of service not exceeding **twelve (12)** months. If such period of service is extended, the compensation amount for Engineer's services shall be appropriately adjusted.

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 **\$To be Amended** based upon full-time RPR services on an eight-hour workday, Monday through Friday, over a **To be Amended** day construction schedule.

B. *Compensation for Reimbursable Expenses:*

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

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 **1.15**.

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

This is **Appendix 1 to EXHIBIT C**, consisting of **one (1)** page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **March 2023**.

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	\$ 0.20/page
Copies of Drawings	\$ 4.00/sheet
Mileage (auto)	Government Rate
Air Transportation	N/A
CAD Charge	N/A
Laboratory Testing	N/A
Health and Safety Level D	N/A
Health and Safety Level C	N/A
Meals and Lodging	N/A

Payment of these fees shall be deferred until the Construction Project is bid and the finances are closed or until a Professional Services Loan (Design Loan) is obtained, whichever is sooner. In the event that the Project Owner chooses not to continue with Project or cannot continue with the Project, the fees for work performed to that date will be due to the Engineer.

This is **EXHIBIT D**, consisting of **five (5)** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **March 2023**.

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

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

ARTICLE 1 - SERVICES OF ENGINEER

D1.01 Resident Project Representative

- A. Engineer shall furnish a Resident Project Representative ("RPR") to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree. RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.
- B. Through RPR's observations of the Work, including field checks of materials and installed equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor's work in progress, for the coordination of the Constructors' work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in Exhibit A, Paragraph A1.05, of this Agreement are applicable.
- C. The duties and responsibilities of the RPR are as follows:
 - 1. *General:* RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
 - 2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such schedules.
 - 3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.

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

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

10. *Inspections, Tests, and System Start-ups:*

- a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
- b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
- d. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.
- e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.

11. *Records:*

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, approved Shop Drawing and Sample submittals, and other Project-related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- c. Upon request from Owner to Engineer, photograph or video Work in progress or Site conditions.
- d. Record and maintain accurate, up-to-date lists of the names, addresses, fax numbers, e-mail addresses, websites, and telephone numbers (including mobile

numbers) of all Contractors, Subcontractors, and major Suppliers of materials and equipment.

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

12. *Reports:*

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
- d. Immediately inform Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.

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

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

15. *Completion:*

- a. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.
- b. Participate in Engineer's visit to the Site in the company of Owner and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.

- c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work (Exhibit E).
- D. Resident Project Representative shall not:
 - 1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including “or-equal” items).
 - 2. Exceed limitations of Engineer’s authority as set forth in this Agreement.
 - 3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.
 - 4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.
 - 5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
 - 6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
 - 7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
 - 8. Authorize Owner to occupy the Project in whole or in part.

This is **EXHIBIT E**, consisting of **two (2)** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **March 2023**.



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:

Exhibit E – Notice of Acceptability of Work.

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

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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: _____

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: \$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) Each Occurrence (Bodily Injury and Property Damage): \$1,000,000
 - 2) General Aggregate: \$2,000,000
- d. Excess or 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
- f. Professional Liability --
 - 1) Each Claim Made \$1,000,000
 - 2) Annual Aggregate \$1,000,000

2. By Owner:

- a. Workers' Compensation: Statutory
- 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: | \$2,000,000 |
| 2) Each Occurrence (Bodily Injury and Property Damage): | \$1,000,000 |

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

f. Other (specify): NONE

B. *Additional Insureds:*

- The following individuals or entities are to be listed on Owner's general liability policies of insurance as additional insureds:

a. Civil & Environmental Consultants, Inc.
Engineer

b. []
Engineer's Consultant

c. []
Engineer's Consultant

d. []
[other]

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

Exhibit G – Insurance.

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

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This is **EXHIBIT H**, consisting of **one (1)** page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **March 2023**.

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 **mediator or mediation service that is mutually agreeable by the parties**. Owner and Engineer agree to participate in the mediation process in good faith. 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 I**, consisting of **one (1)** page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **March 2023**.

Limitations of Liability

Paragraph 6.11 of the Agreement is supplemented to include the following agreement of the parties:

A. *Limitation of Engineer's Liability*

1. *Engineer's Liability Limited to Amount of Engineer's Compensation:* To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants, to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants shall not exceed the total compensation received by Engineer under this Agreement.
-

- B. *Indemnification by Owner:*** To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or Owner's officers, directors, members, partners, agents, employees, consultants, or others retained by or under contract to the Owner with respect to this Agreement or to the Project.

This is **EXHIBIT J**, consisting of **one (1)** page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **March 2023**.

Special Provisions

This Agreement and Exhibits are amended to include the following agreement(s) of the parties:

NONE

To be Amended

Payment of these fees shall be deferred until the Construction Project is bid and the finances are closed or until a Professional Services Loan (Design Loan) is obtained, whichever is sooner. In the event that the Project Owner chooses not to continue with Project or cannot continue with the Project, the fees for work performed to that date will be due to the Engineer.

This is **EXHIBIT K**, consisting of [] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **March 2023**.

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: _____

Title: _____

Date Signed: _____

By: _____
Print
name: _____

Title: _____

Date Signed: _____

CEC PROJECT 336-914
02/23/2024 SVB



Civil & Environmental Consultants, Inc.

	PHASE	CONTRACT SECTION	CONTRACT COMPENSATION SECTION	TASK NO.	DESCRIPTION	PLANNING AGREEMENT	AMENDMENT #1	TOTAL	
BASIC SERVICES	STUDY AND REPORT	A1.01	C2.01.A.1.a		PLANNING	\$50,000.00		\$50,000.00	
	PRELIMINARY DESIGN	A1.02	C2.01.A.1.b		ENGINEERING DESIGN	\$0.00		\$0.00	
	FINAL DESIGN	A1.03	C2.01.A.1.c		ENGINEERING DESIGN	\$0.00		\$0.00	
	BIDDING	A1.04	C2.01.A.1.d		BIDDING AND NEGOTIATION PHASE	\$0.00		\$0.00	
	CONSTRUCTION	A1.05	C2.01.A.1.e		ENGINEERING DURING CONSTRUCTION	\$0.00		\$0.00	
		A1.05.A.8	C2.01.A.1.e		CONSTRUCTION SURVEYS (BASELINES AND BENCHMARKS)				
	POST-CONSTRUCTION	A1.06	C2.01.A.1.f		RECORD DRAWINGS	\$0.00		\$0.00	
		A1.06	C2.01.A.1.f		CERTIFICATE AND WARRANTY				
		A1.06	C2.01.A.1.f		1 YEAR CONTINUING SERVICES				
					TOTAL BASIC SERVICES	\$50,000.00	\$0.00	\$50,000.00	
RPR	CONSTRUCTION		C2.04A.1/C2.04.B		RESIDENT PROJECT REPRESENTATION	\$0.00	\$0.00	\$0.00	
ESTIMATE OF RPR HOURLY BASIS AND REIMBURSABLE EXPENSE BASIS					NUMBER OF 40 HOUR WORK WEEKS	0	0		
					AVERAGE RPR HOURLY RATE	\$0.00	\$0.00		
					RPR SUBTOTAL	\$0.00	\$0.00		
					ESTIMATED REIMBURSABLE EXPENSES		\$0.00		
SPECIAL OR ADDITIONAL SERVICES	STUDY AND REPORT	A2.01.A.2	C2.05.A.2		PRELIMINARY SURVEYS	\$0.00		\$0.00	
		A2.01.A.1	C2.05.A.2		FUNDING APPLICATIONS	\$0.00		\$0.00	
		A2.01.A.24	C2.05.A.2		FLOW MONITORING	\$0.00		\$0.00	
		A2.01.A.24	C2.05.A.2		SMOKE TESTING AND SEWER CAMERA INVESTIGATION	\$0.00		\$0.00	
		A2.01.A.1	C2.05.A.2		PSC SUBMISSION	\$0.00		\$0.00	
		A2.01.A.29	C2.05.A.2		GEOGRAPHICAL INFORMATION SYSTEMS	\$0.00		\$0.00	
		A2.01.A.29	C2.05.A.2		I&I INVESTIGATION (PLANNING)	\$0.00		\$0.00	
		A2.01.A.29	C2.05.A.2		ENVIRONMENTAL CLEARANCES	\$0.00		\$0.00	
		A2.01.A.29	C2.05.A.2		LEAK DETECTION SERVICES	\$0.00		\$0.00	
	PRELIMINARY AND FINAL DESIGN	A2.01.A.29	C2.05.A.2		PREPARATION OF FACILITY PLAN	\$0.00		\$0.00	
		A2.01.A.29	C2.05.A.2		LONG TERM CONTROL PLAN	\$0.00		\$0.00	
		A1.02.A.3	C2.05.A.2		CONTROL SURVEYS	\$0.00		\$0.00	
		A2.01.A.29	C2.05.A.2		HYDROGRAPHIC SURVEYS	\$0.00		\$0.00	
		A2.01.A.29	C2.05.A.2		BELOW GROUND MINE SURVEYS	\$0.00		\$0.00	
		A1.02.A.3	C2.05.A.2		TOPOGRAPHIC SURVEY (DESIGN)	\$0.00		\$0.00	
		A2.01.A.29	C2.05.A.2		LAND SURVEYS AND EASEMENT PREPARATION	\$0.00		\$0.00	
		A2.01.A.29	C2.05.A.2		ECOLOGICAL SERVICES - PERMITTING & CLEARANCES	\$0.00		\$0.00	
		A2.01.A.29	C2.05.A.2		SUBSURFACE INVESTIGATIONS	\$0.00		\$0.00	
		A2.01.A.29	C2.05.A.2		LAND AND RIGHTS-OF-WAY ACQUISITION	\$0.00		\$0.00	
		A2.01.A.29	C2.05.A.2		I&I INVESTIGATION (DESIGN)	\$0.00		\$0.00	
		A2.01.A.29	C2.05.A.2		ARCHITECTURAL SERVICES	\$0.00		\$0.00	
		A1.02.A.3	C2.05.A.2		AERIAL MAPPING AND TOPOGRAPHIC SURVEY	\$0.00		\$0.00	
		CONSTRUCTION	A2.01.A.29	C2.05.A.2		PRE-CONSTRUCTION VIDEO TAPING	\$0.00		\$0.00
			A2.01.A.29	C2.05.A.2		CONSTRUCTION STAKEOUT	\$0.00		\$0.00
			A2.01.A.20	C2.05.A.2		O&M MANUALS	\$0.00		\$0.00
			A2.01.A.29	C2.05.A.2		I&I INVESTIGATION (POST CONSTRUCTION)	\$0.00		\$0.00
			A2.01.A.29	C2.05.A.2		FIELD TESTING	\$0.00		\$0.00
	A2.01.A.29		C2.05.A.2		LAB TESTING	\$0.00		\$0.00	
	A2.01.A.29		C2.05.A.2		DEMONSTRATION AND INSTRUCTION VIDEO RECORDING	\$0.00		\$0.00	
	A2.01.A.29		C2.05.A.2		AMERICAN IRON AND STEEL IMPLEMENTATION	\$0.00		\$0.00	
	A2.01.A.29		C2.05.A.2		BUILD AMERICA, BUY AMERICA ACT IMPLEMENTATION	\$0.00		\$0.00	
	A2.01.A.29		C2.05.A.2		ASSET MANAGEMENT PLAN	\$0.00		\$0.00	
	POST-CONSTRUCTION	A2.01.A.18	C2.05.A.2		RECORD DRAWING SURVEYING	\$0.00		\$0.00	
						\$0.00		\$0.00	
						\$0.00		\$0.00	
						\$0.00		\$0.00	
						\$0.00		\$0.00	
					\$0.00		\$0.00		
					\$0.00		\$0.00		
TOTAL SPECIAL OR ADDITIONAL SERVICES						\$0.00	\$0.00	\$0.00	
TOTALS						\$50,000.00	\$0.00	\$50,000.00	
CUMULATIVE TOTALS						\$50,000.00	\$50,000.00	\$50,000.00	

Civil & Environmental Consultants, Inc.
Combined IJDC & DEP Preliminary Engineering Report Checklist for Sewer Projects

Project Name: _____

Location: _____

Consultant: _____

Date Submitted: _____

General Description:

	<u>YES</u>	<u>NO</u>	<u>N/A</u>	<u>PG. #</u>
<u>Section I - Introduction</u>				
1. Description of the planning area?	_____	_____	_____	_____
1A. Scope?	_____	_____	_____	_____
2. The implementation of authority?	_____	_____	_____	_____
3. Detailed project history?	_____	_____	_____	_____
3A. Site map indicating project area location (No larger than 11x17)?	_____	_____	_____	_____
3B. Need for the project?	_____	_____	_____	_____
4. Signed and sealed by a WV PE?	_____	_____	_____	_____

Comments on Section I:

	<u>YES</u>	<u>NO</u>	<u>N/A</u>	<u>PG. #</u>
<u>Section II - Current Situation</u>				
1. All information related to current wastewater disposal practices (eg. Septic tanks, direct discharges, public sewer) provided?	_____	_____	_____	_____
2. TMDL 303d list documentation provided?	_____	_____	_____	_____
3. The name and location of all current publicly owned, privately owned and industrial collection and treatment systems in project area?	_____	_____	_____	_____
3A. Indicate population and customer counts , with nonresidential customers shown as equivalent dwelling units, in this section of the report. Please reference source of all customer counts.	_____	_____	_____	_____
4. Has an infiltration/inflow analysis been conducted for all existing collection systems as applicable?	_____	_____	_____	_____
Did the I/I analysis include the following as applicable?				
Physical Inspection	_____	_____	_____	_____
Flow monitoring of major subsystems	_____	_____	_____	_____
Smoke testing	_____	_____	_____	_____
TV monitoring	_____	_____	_____	_____

When was the I/I analysis performed?	_____	_____	_____	_____
Does the I/I analysis justify the scope of the work?	_____	_____	_____	_____
Do I/I findings show any of the following?	_____	_____	_____	_____
Domestic waste production	_____	_____	_____	_____
Average and peak infiltration rates	_____	_____	_____	_____
Inflow rates	_____	_____	_____	_____
A detailed plan of operation to correct or treat the I/I problems	_____	_____	_____	_____
5. A complete sewer map of existing systems impacted by the project?	_____	_____	_____	_____
USGS mapping, at a scale of 1"=2000', showing both the existing and proposed systems, shall be used unless more detailed mapping is available. Industrial or business park proposals shall include a detailed site layout. Storm sewer proposals shall be shown on a 1"=2000' USGS map.	_____	_____	_____	_____
6. Information on existing CSO/SSO's and the LTCP?	_____	_____	_____	_____
7. Has each receiving stream and major river basin been identified?	_____	_____	_____	_____
8. Were existing facilities evaluated and were their maximum performance levels determined?	_____	_____	_____	_____
9. A complete description of existing Wastewater Treatment Facilities including the following as	_____	_____	_____	_____
Layout Maps	_____	_____	_____	_____
Schematic Diagrams	_____	_____	_____	_____
Physical Condition and Capacities	_____	_____	_____	_____
Maintenance Data	_____	_____	_____	_____
List wastewater operators and their Bureau for Public Health Certification.	_____	_____	_____	_____
Has effluent data for each receiving stream been provided?	_____	_____	_____	_____
10. Has stream designation for each receiving stream been provided?	_____	_____	_____	_____
11. Need for project?	_____	_____	_____	_____
SEWER NEEDS DOCUMENTATION	_____	_____	_____	_____
-septic tank failure rates	_____	_____	_____	_____
-WV Health Department Reports or Orders	_____	_____	_____	_____
-DEP Administrative Orders	_____	_____	_____	_____
-Penalty orders, and consent decrees	_____	_____	_____	_____
-PSC orders	_____	_____	_____	_____
OTHER DOCUMENTATION	_____	_____	_____	_____
For storm sewers, list prior flood damage data and copies of requests for storm channel improvements and/or dredging.	_____	_____	_____	_____
12. Provide a list of all existing environmental and other permits/certificates held by the facility (DEP, Health, PSC, APCC, EPA, COE, etc.)	_____	_____	_____	_____

Comments on Section II:

Section III - Future Situation:

	<u>YES</u>	<u>NO</u>	<u>N/A</u>	<u>PG. #</u>
1. Detailed population projections with historical growth rates included?	_____	_____	_____	_____
Have detailed supporting documents for those projections been provided?	_____	_____	_____	_____
2. Have non-residential flows been converted to equivalent dwelling units (EDU's and customer counts)?	_____	_____	_____	_____
3. Have both average flow and peak daily flow been included in the projections?	_____	_____	_____	_____
4. A waste load allocation (to be obtained from the DEP) for the proposed project and any other pertinent NPDES permit requirements, including pretreatment requirements for non-domestic discharges, shall be	_____	_____	_____	_____

incorporated into this section of the report. Identify all streams receiving effluent or storm water discharges resulting from the proposed project and indicate any discharges that will not be treated. Describe solid wastes produced by the project, and methods and location of disposal. Also locate the proposed raw water source by latitude and longitude, and give distance to the nearest wastewater discharge upstream of intake.

5. Provide a list of all permits that will be required for the proposed project (DEP, Health, Highways, APCC, PLC, COE, etc.)

Comments on Section III:

Section IV - Alternatives

- | | <u>YES</u> | <u>NO</u> | <u>N/A</u> | <u>PG. #</u> |
|--|------------|-----------|------------|--------------|
| 1. Was a complete present worth analysis made of at least two alternatives that comply with the discharge limits in the waste load allocation (WLA) to establish cost-effectiveness? | | | | |
| 2. Was the no-action alternative discussed? | | | | |
| 3. Was a detailed discussion of the Non-monetary Factors (eg. Maintenance requirements, flexibility for each treatment and service option, public acceptance) provided? | | | | |
| 4. Have alternative treatment plant sites been examined for each proposed treatment works with special consideration given to the aesthetics and costs associated with each alternative site? | | | | |
| 4A. Cost estimates and narratives describing all alternatives must be included in the report. Also, USGS maps, at a scale of 1"=2000', showing all alternatives is required (no map should be larger than 11x17) | | | | |
| 5. Will the treatment works remain accessible during the 25 year flood and be completely free from damage during a 100 year flood? | | | | |
| 6. Has a copy of the waste load for each evaluated discharge location and any NPDED permit requirements been addressed in this section? | | | | |
| 7. Was a complete list of Centralized versus Decentralized service areas provided? | | | | |
| 8. Was sludge processing and its final disposal evaluated? | | | | |
| 9. Has a schematic diagram of the proposed STP(s) been included? | | | | |
| 10. Has sufficient design data been provided to make a decision on the feasibility and reliability of treatment works? | | | | |
| 11. Does the STP(s) design appear reasonable in light of discharge requirements? | | | | |
| 12. Has a 1"=100' scale map for each site been provided? | | | | |
| 13. Does proposed treatment plant site conform to Buffer Zone Requirements in 47CSR31, App. B, Table E? | | | | |
| 14. To the extent necessary, were the following collection system alternatives evaluated? | | | | |
| Gravity | | | | |
| Grinder pump/pressure | | | | |
| Utilization of existing collection system | | | | |
| <i>Note: More than one collection system technology may be utilized in the recommended system.</i> | | | | |
| 15. Has 1"=500' scale mapping of selected alternative been provided? (These maps shall also identify existing and projected customers.) | | | | |

Comments on Section IV:

--

Section V - Plan Selection and Public Participation

YES NO N/A PG. #

1. Include a brief selection of factors influencing the choice of the selected plan?

1A. Describe citizen participation and how the public's input was obtained.

2. At least one public meeting was held to discuss the chosen alternative as well as the reasons for rejecting other alternatives and to allow for comments. (With meeting minutes included)

3. Does the project scope match the scope of work in the IJDC approved PER?

Comments on Section V:

--

Section VI - Environmental Information

YES NO N/A PG. #

1. Have environmental information documents been incorporated in the plan which evaluated the chosen alternative?

1A. An assessment of the environment all impacts of the proposed project is required. Unavoidable adverse impacts of the project, and the measures that will be taken to mitigate or minimize those impacts, shall be addressed in this assessment. Identify the 100 year flood elevation, and indicate whether the project will be subject to flooding and whether flood insurance is available for the proposed construction.

2. Will the entity implement all measures necessary to prevent adverse impact to the public health, safety, or welfare or to the environment?

Comments on Section VI:

--

Section VII - Project Summary

YES NO N/A PG. #

1. A summary of the proposed project, including detailed descriptions of all project facilities, systems, and appurtenances (eg., the length and size of pipes, pumping station capacities as applicable) have been provided in this section of the plan.

Comments on Section VI:

--

1. Project cost estimate
- 1A. Proposed project financing
2. Operation and maintenance summary
3. Debt information
4. User charge information
5. Detailed project schedule
6. Resolution of acceptance if derived from the implementing agency
7. All governmental agreements
- 7A. Provide status of land and/or rights-of-way acquisition (number required and number obtained).
- 7B. Provide a summary of the public health benefits to be derived from the project.
8. A copy of the current NPDES permit or waste load allocation
9. A statement of availability of proposed wastewater treatment works site
10. All other pertinent correspondence and documents
- 10A. Provide status/evidence of the filing with the PSC (if applicable) of the engineering agreement between the engineer and the public service district, unless the public service district is applying for funding for an emergency project as defined by West Virginia Code §31-15-15A-8(a).
- 10B. Provide evidence of the project sponsor's compliance with West Virginia Code §§5G-1-1, et sequ in its procurement of engineering services.

[illegible]

--

The following questions are each followed by a series of three (3) boxes in which to respond. A negative response to each question in a category will justify the decision of "no significant impact". The statements are phrased to include both primary and secondary impacts and were based upon criteria for an impact statement (40 CFR Part 6). The Section on "Land Use Planning and Management" should determine secondary impacts due to development.

If a definite negative response cannot be made then the "possible adverse" block should be checked and that particular category discussed in the Assessment (FONSI). The Environmental Assessment, when written, should summarize beneficial impacts and discuss possible adverse impacts and mitigating measures.

The phrasing "Does documentation exist..." was used for several questions due to the difficulty in being specific and thus possibly not relating to all situations. The Environmental Screening Checklist is worded generally to invoke in the reviewer the responsibility to deeply consider each item rather than routinely check blocks.

The items which require correspondence from environmental agencies are indicated with an asterisk(). Other items may be answered based upon the reviewer's knowledge (RK) of the project.*

Air Quality

[illegible]

3. Is significant or excessive development planned or expected, which could yield a possible violation of ambient air quality standards as a secondary impact of the project?

4. Does documentation exist to indicated a possible violation of noise standards asprimary or secondary impact of the project?

Water Quality

1. Will the proposed discharge cause a violation of existing stream standards?

2. Are present stream standards being legally challenged?

3. A sediment and erosion control plan will not be submitted.

4. Does documentation exist to indicate if existing or future development could affect the quality or quantity of groundwater (e.g. groundwater recharge area)?

Water Supply

1. There is an existing or possible future public water supply downstream of the proposed discharge.

2. The project will cause a significant amount of water to be transferred from one sub-basin to another (relative to the the 7-day, 10-year flow of the diverted basin)?

3. There is an existing proposed groundwater supply source (aquifer) to which the project is discharging.

Biology (*)

1. Endangered or threatened species are not included in the initial or future service areas.

2. Documentation exists to indicate wildlife and/or their habitat will be affected by treatment works location or future development.

Sensitive Areas

1. The service area includes or is part of an area designated or considered sensitive by a local, state or federal agency(ies).

2. The service area includes streams which have or are being considered for designation as a Wild and Scenic River.

Wetlands (*)

1. Wetlands, either frsh or salt water, are included in thye service area.

2. Those wetlands in the service area will be affected directly or indirectly (related to land use) by either STP location or interceptor routing.

Land Use Planning and Management

A negative response to all questions will indicate minimal secondary impacts due to development.

Existing Land Use

1. The project does not conform to existing land use plans or could cause significant changes to existing land use patterns.

Reserve Capacity

<u>YES</u>	<u>NO</u>	<u>POSSIBLE ADVERSE</u>	<u>PG. #</u>
<u>YES</u>	<u>NO</u>	<u>POSSIBLE ADVERSE</u>	<u>PG. #</u>
<u>YES</u>	<u>NO</u>	<u>POSSIBLE ADVERSE</u>	<u>PG. #</u>
<u>YES</u>	<u>NO</u>	<u>POSSIBLE ADVERSE</u>	<u>PG. #</u>
<u>YES</u>	<u>NO</u>	<u>POSSIBLE ADVERSE</u>	<u>PG. #</u>
<u>YES</u>	<u>NO</u>	<u>POSSIBLE ADVERSE</u>	<u>PG. #</u>

Vacant Land

Population Changes

1. Overload sewerage facilities.
2. Affect demand or availability

4. Flood plains will be open to interceptor routing
5. Sludge disposal will occur in an area with inadequate sanitary landfill(s) or on land unsuitable for land application
6. The recommended project is documented as using more energy than other feasible alternatives considered.

Socio-Economic Environment

1. The project will require the acquisition of residential properties.
2. Parks or recreational areas will be acquired for affected through development by STP construction or interceptor routing.
3. A buffer zone does not exist between a plant or pump station and an existing or proposed park.
4. Documentation exists which suggests the coal populace cannot afford their local share of the proposed project.
5. No buffer zone or effective barrier exists between the proposed project and existing residential areas.
6. Interceptor routings do not provide for the use of existing roads or right-of-ways where feasible.
- (*) 7. The project will affect known or potential archaeological sites as identified by the Federal Register, state preservation officer or other interested parties.
- (*) 8. A registered historic site(s) exists in the service area.
9. A local historic site(s) eligible for federal registration exists in the service area as defined by the state historic preservation officer or other interested parties.

10. The project threatens to violate a Federal, State or local law or requirement, which was originally imposed to protect the environment.

11. The project as proposed has developed a significant level of public controversy.
12. Inadequate evidence of public participation in the project exists.
13. Has a statement been received on the availability and estimated cost of proposed sites?

Comments on Secion IX:

Section X - Review Summary and Recommendations

What portions of the project have already proceeded or could proceed to design or building while deficiencies are corrected?

Recommended (specify conditions, if any, on approval):

Engineer

Date

Engineering Section Manager

Date

Elkins Sewer (336-914) SVB - March 19, 2024 Including Meetings					
		Preliminary Engineering Report	Charleston Meetings	Elkins Meetings	TOTAL
LABOR HOURS					
Principal		56	12	24	92
Senior Project Manager		8			8
Project Consultant		180			180
CAD Technician		32			32
Administration/Secretary		24			24
TOTAL		300	12	24	336
LABOR COST	RATE				
Principal	\$258.00	\$14,448.00	\$3,096.00	\$6,192.00	\$23,736.00
Senior Project Manager	\$223.00	\$1,784.00	\$0.00	\$0.00	\$1,784.00
Project Consultant	\$125.00	\$22,500.00	\$0.00	\$0.00	\$22,500.00
CAD Technician	\$101.00	\$3,232.00	\$0.00	\$0.00	\$3,232.00
Administration/Secretary	\$69.00	\$1,656.00	\$0.00	\$0.00	\$1,656.00
LABOR COST		\$43,620.00	\$3,096.00	\$6,192.00	\$52,908.00
OTHER COSTS					
Transportation at \$0.66/mile			\$200.00	\$300.00	\$500.00
Technology and Office Service Fee	0.03	\$1,308.60	\$92.88	\$185.76	\$1,587.24
TOTAL OTHER COSTS		\$1,308.60	\$292.88	\$485.76	\$2,087.24
TOTAL COSTS		\$44,928.60	\$3,388.88	\$6,677.76	\$54,995.24

SVB - March 19, 2024 (Steve and Erasmo will attend meetings without charging) Elkins Sewer (336-914)					
		Preliminary Engineering Report	Charleston Meetings	Elkins Meetings	TOTAL
LABOR HOURS					
Principal		56			56
Senior Project Manager		8			8
Project Consultant		180			180
CAD Technician		32			32
Adminstration/Secretary		24			24
TOTAL		300	0	0	300
LABOR COST	RATE				
Principal	\$258.00	\$14,448.00	\$0.00	\$0.00	\$14,448.00
Senior Project Manager	\$223.00	\$1,784.00	\$0.00	\$0.00	\$1,784.00
Project Consultant	\$125.00	\$22,500.00	\$0.00	\$0.00	\$22,500.00
CAD Technician	\$101.00	\$3,232.00	\$0.00	\$0.00	\$3,232.00
Adminstration/Secretary	\$69.00	\$1,656.00	\$0.00	\$0.00	\$1,656.00
LABOR COST		\$43,620.00	\$0.00	\$0.00	\$43,620.00
OTHER COSTS					
Transportation at \$0.66/mile			\$200.00	\$300.00	\$500.00
Technology and Office Service Fee	0.03	\$1,308.60	\$0.00	\$0.00	\$1,308.60
TOTAL OTHER COSTS		\$1,308.60	\$200.00	\$300.00	\$1,808.60
TOTAL COSTS		\$44,928.60	\$200.00	\$300.00	\$45,428.60



CITY OF ELKINS AGENDA ITEM REPORT

Meeting Date:	April 15, 2024
Section:	Unfinished business
Category:	Presentation
Agenda Item Name:	Discussion of Wastewater Collection Storage Building Bids
Recommended By:	Whitney Hymes-Wastewater Superintendent/Chief Operator
Summary:	Updates on Wastewater Collection Building • 1st Reading occurred at the 1/18/2024 Council Meeting • 2nd Reading occurred at the 2/15/2024 Council Meeting • 3rd Final Reading occurred at the 3/21/2024 Council Meeting
Fiscal Impact:	Bid Amount for building was for \$171,000
Recommendation:	Presentation with updates
Attachments:	None



CITY OF ELKINS AGENDA ITEM REPORT

Meeting Date:	April 15, 2024
Section:	New business
Category:	Action Item
Agenda Item Name:	Approval of Sewer Invoices
Recommended By:	Whitney L. Hymes-Wastewater Superintendent/Chief Operator
Summary:	Burgess & Niple Invoice #1133517=\$2,194.50 Crim Law Invoice #:422=\$1140.00 Steptoe & Johnson Invoice #: 1129452=\$2,508.14 Burgess & Niple Invoice #1141408=\$5956.50
Fiscal Impact:	Total Invoice Total=\$11,799.14
Recommendation:	Consider for Approval
Attachments:	1. BNInvoice1133517 3-21-2024 2. CrimLawInvoice #422 3. SteptoeJohnsonInvoice1129452 4. BNInv1141408

BURGESS & NIPLE

4424 Emerson Ave, Parkersburg, West Virginia 26104 (304) 485-8541 ar@burgessniple.com

Elkins Sanitary Board
401 Davis Avenue
Elkins, WV 26241

INVOICE DATE	03/21/2024
INVOICE NO.	1133517
B&N PROJECT NO.	61666
TOTAL DUE	\$2,194.50

ATTN: Ms. Whitney Hymes
Wastewater Superintendent

Agreement: dated September 25, 2023

Task No. 01

Professional engineering services requested on an as-needed basis to complete various assignments involving the Board's wastewater system.

February 1, 2024 - February 29, 2024

ORDER - Consent Order Assistance

Sr. Sanitary Engineers	10.5	hours @	\$209.00	=	\$2,194.50
Total Hours	10.5				

Total Labor	\$2,194.50
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Subtotal Amount Due	\$2,194.50
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GARAGE - Reviewed and comment on bid documents for garage

Subtotal Amount Due	\$0.00
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TOTAL AMOUNT DUE THIS INVOICE	\$2,194.50
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Reviewed/Approved By Whitney Hymes (Superintendent/Cheif Operator) on 3/21/2024

Approved:



Michael P. Davis



Electronic Payments

ACH/Wiring Instructions
Bank: PNC Bank
Routing: 041000124
Account: 4209511627 (checking)
Notification E-Mail: AR@burgessniple.com

Check Payments

PLEASE REMIT TO:
330 Rush Alley Ste 700, Columbus, OH 43215

PLEASE REMIT TO: 330 Rush Alley Ste 700, Columbus, Ohio 43215

City of Elkins

March 2024

Sanitary Board Matters



Crim Law Office, PLLC

842 South Chestnut Street
Post Office Drawer 1920
Clarksburg, West Virginia 26302-1920
Phone: (304)918-1001
Fax: (304)918-1005
www.wvlawyers.com

City of Elkins - Sanitary Board
401 Davis Street
Elkins, WV 26241

Invoice

Invoice Number	422
Invoice Date	04/02/2024
Payment Due On	04/16/2024
Amount Due	\$1,140.00

City of Elkins - Sanitary Board - Municipality

Fees

Date	Description	Staff	Rate	Hours	Total
03/01/2024	Review of information from W. Hymes	GSR	\$100.00	0.20	\$20.00
03/01/2024	Receive and review CEC agreement	GSR	\$100.00	0.50	\$50.00
03/04/2024	Preparation of release for Reckart Logistics	GSR	\$100.00	0.40	\$40.00
03/04/2024	Review of information about Reckart Logistics	GSR	\$100.00	0.30	\$30.00
03/04/2024	Email to customers	GSR	\$100.00	0.10	\$10.00
03/04/2024	Email from customers	GSR	\$100.00	0.10	\$10.00
03/04/2024	Receive information on Leadsville agreement from W. Hymes	GSR	\$100.00	0.30	\$30.00
03/04/2024	Emails concerning release	GSR	\$100.00	0.20	\$20.00
03/05/2024	Email from W. Hymes	GSR	\$100.00	0.10	\$10.00
03/08/2024	Email with report from W. Hymes	GSR	\$100.00	0.30	\$30.00
03/11/2024	Receive information from W. Hymes on Reckart Logistics	GSR	\$100.00	0.30	\$30.00
03/12/2024	Review of current Midland agreement and information from Attorney Rodecker	GSR	\$100.00	0.70	\$70.00
03/14/2024	Receive and review information for meetings from W. Hymes	GSR	\$100.00	0.40	\$40.00
03/14/2024	Emails to W. Hymes concerning Reckart Logistics	GSR	\$100.00	0.20	\$20.00
03/14/2024	Email from W. Hymes to Reckart Logistics	GSR	\$100.00	0.10	\$10.00

03/14/2024	Email to W. Hymes to Reckart Logistics	GSR	\$100.00	0.10	\$10.00
03/14/2024	Email from W. Hymes about WVAW	GSR	\$100.00	0.10	\$10.00
03/14/2024	Email from W. Hymes to Reckert Logistics	GSR	\$100.00	0.10	\$10.00
03/18/2024	Review of information and attend Board meeting	GSR	\$100.00	1.00	\$100.00
03/18/2024	Email from W. Hymes	GSR	\$100.00	0.10	\$10.00
03/18/2024	Email from W. Hymes to C. Winter	GSR	\$100.00	0.10	\$10.00
03/19/2024	Email from W. Hymes about UHC trip	GSR	\$100.00	0.10	\$10.00
03/19/2024	Email from C. Winter about UHC trip	GSR	\$100.00	0.10	\$10.00
03/19/2024	Email from Attorney Judy	GSR	\$100.00	0.10	\$10.00
03/19/2024	Review of documents from W. Hymes to C. Winter	GSR	\$100.00	0.40	\$40.00
03/19/2024	Email from M. Davis	GSR	\$100.00	0.10	\$10.00
03/19/2024	Email to M. Davis	GSR	\$100.00	0.10	\$10.00
03/21/2024	Email from W. Hymes about consent decree	GSR	\$100.00	0.10	\$10.00
03/21/2024	Conference with Attorney Judy about UHC property	GSR	\$100.00	0.50	\$50.00
03/22/2024	Review of detailed information from W. Hymes concerning CEC bid	GSR	\$100.00	0.40	\$40.00
03/22/2024	Conference call for EPA update	GSR	\$100.00	0.50	\$50.00
03/25/2024	Email from W. Hymes about GED program	GSR	\$100.00	0.10	\$10.00
03/25/2024	Email from M. Washington with agreement	GSR	\$100.00	0.20	\$20.00
03/26/2024	Meeting with Department personnel and Attorney Judy	GSR	\$100.00	1.00	\$100.00
03/26/2024	Review of information from W. Hymes	GSR	\$100.00	0.20	\$20.00
03/26/2024	Email from C. Winter	GSR	\$100.00	0.10	\$10.00
03/27/2024	Email from W. Hymes to C. Winter	GSR	\$100.00	0.10	\$10.00
03/27/2024	Review of main line agreements and templates	GSR	\$100.00	0.40	\$40.00
03/27/2024	Emails concerning tap fees and agreement	GSR	\$100.00	0.40	\$40.00
03/27/2024	Email from Attorney Judy	GSR	\$100.00	0.10	\$10.00
03/27/2024	Emails concerning easement and additional information	GSR	\$100.00	0.20	\$20.00
03/27/2024	Email from W. Hymes about right of way	GSR	\$100.00	0.10	\$10.00
03/28/2024	Receive executed release from Reckert Logistics	GSR	\$100.00	0.20	\$20.00
03/29/2024	Review of information from M. Davis	GSR	\$100.00	0.20	\$20.00
					\$1,140.00

Subtotal	\$1,140.00
Total	\$1,140.00
Total Balance Due	\$1,140.00

Reviewed/Approved by Whitney Hymes (Wastewater Superintendent/Chief Operator) 4/3/2024

W. Hymes



TAX ID # 55-0286140
PHONE: (304) 933-8200
www.step toe-johnson.com

DUE UPON RECEIPT

Tracy Judy
Elkins Sanitary Board
401 Davis Avenue
Elkins, WV 26241

Invoice Date: April 5, 2024
Invoice Number: 1129452
Matter Number: 255480.00002

FOR PROFESSIONAL SERVICES THROUGH MARCH 31, 2024

Client: Elkins Sanitary Board

Matter: Compliance with USDC Northern District Civil Action Case

Total Current Fees	\$ 2,507.50
Total Current Costs	0.64
Total Current Due	\$ 2,508.14

Reviewed/Approved By Whitney Hymes (Superintendent/Cheif Operator) on 4/11/2024

Whitney L. Hymes

Payment Address:

Step toe & Johnson PLLC
P.O. Box 247
Bridgeport, WV 26330-0247

Credit Card (fees apply):

www.step toe-johnson.com/payments

Electronic Payment Instructions:

The Huntington National Bank (Columbus, OH)
Account Number: 01521200171
ACH Number: 051903761
Wire Routing Number: 044000024
Swift Code: HUNTUS33
(Please Reference Invoice Number)

Attorney-Client Communication - Privileged and Confidential

Elkins Sanitary Board
Compliance with USDC Northern District Civil Action Case

Invoice Date: April 5, 2024
Invoice Number: 1129452
Matter Number: 255480.00002

TIME DETAIL

<u>Date</u>	<u>Initials</u>	<u>Description</u>	<u>Hours</u>	<u>Amount</u>
03/04/24	AB	Emails to and from Mike Davis regarding communications with USEPA and WVDEP regarding LTCP	0.50	295.00
03/08/24	AB	Emails from Whitney Hymes regarding filing of annual CSO report; review report	1.00	590.00
03/19/24	AB	Email and call to and from Whitney Himes regarding discussion with Steve Maslowski; email from Mike Davis regarding CSO project	0.50	295.00
03/20/24	AB	Emails and calls to and from Dan Gallo regarding status of Elkins Consent Dwcree	0.75	442.50
03/22/24	AB	Prepare for and participate in call with client and Mike Davis regarding additional information request and discussion with Dan Gallo regarding Consent Decree	1.00	590.00
03/29/24	AB	Email from Mike Davis regarding response to EPA inquiry; review draft response	0.50	295.00
Total			\$	2,507.50

TIMEKEEPER SUMMARY

<u>Name</u>	<u>Title</u>	<u>Rate</u>	<u>Hours</u>	<u>Amount</u>
Armando Benincasa	Member	\$590.00	4.25	2,507.50
Total			4.25	\$ 2,507.50

Elkins Sanitary Board
Compliance with USDC Northern District Civil Action Case

Invoice Date: April 5, 2024
Invoice Number: 1129452
Matter Number: 255480.00002

COST DETAIL

<u>Date</u>	<u>Description</u>	<u>Amount</u>
Thru 03/31/24	Postage	0.64
Total		\$ 0.64



TAX ID # 55-0286140
PHONE: (304) 933-8200
www.step toe-johnson.com

DUE UPON RECEIPT

Tracy Judy
Elkins Sanitary Board
401 Davis Avenue
Elkins, WV 26241

Invoice Date: April 5, 2024
Invoice Number: 1129452
Matter Number: 255480.00002

FOR PROFESSIONAL SERVICES THROUGH MARCH 31, 2024

REMITTANCE PAGE

Client: Elkins Sanitary Board

Matter: Compliance with USDC Northern District Civil Action Case

Total Due This Invoice \$ 2,508.14

Amount of Payment \$ _____

Payment Address:

Step toe & Johnson PLLC
P.O. Box 247
Bridgeport, WV 26330-0247

Credit Card (fees apply):

www.step toe-johnson.com/payments

Electronic Payment Instructions:

The Huntington National Bank (Columbus, OH)
Account Number: 01521200171
ACH Number: 051903761
Wire Routing Number: 044000024
Swift Code: HUNTUS33

(Please Reference Invoice Number)

Attorney-Client Communication - Privileged and Confidential

BURGESS & NIPLE

4424 Emerson Ave, Parkersburg, West Virginia 26104 (304) 485-8541 ar@burgessniple.com

Elkins Sanitary Board
401 Davis Avenue
Elkins, WV 26241

INVOICE DATE 04/11/2024
INVOICE NO. 1141408
B&N PROJECT NO. 61666
TOTAL DUE

\$5,956.50

ATTN: Ms. Whitney Hymes
Wastewater Superintendent

Agreement: dated September 25, 2023

Task No. 01

Professional engineering services requested on an as-needed basis to complete various assignments involving the Board's wastewater system.

March 1, 2024 - March 31, 2024

CDS - Assistance with Congressional Directed Spending Estimates

Sr. Sanitary Engineers	2.5	hours @	\$209.00	=	\$522.50
Total Hours	2.5				

Total Labor **\$522.50**

Subtotal Amount Due **\$522.50**

GARAGE - Reviewed and comment on bid documents for garage

Subtotal Amount Due **\$0.00**

GEORGE - Sewer Extension to Georgetown Road

Sr. Sanitary Engineers	1.5	hours @	\$209.00	=	\$313.50
Sr. Civil Engineer	22.0	hours @	\$190.00	=	\$4,180.00
Total Hours	23.5				

Total Labor **\$4,493.50**

Subtotal Amount Due **\$4,493.50**

ORDER - Consent Order Assistance

Sr. Sanitary Engineers	4.5	hours @	\$209.00	=	\$940.50
Total Hours	4.5				

Total Labor **\$940.50**

Subtotal Amount Due **\$940.50**

TOTAL AMOUNT DUE THIS INVOICE **\$5,956.50**

Reviewed/Approved by Whitney Hymes (Wastewater Superintendent/Chief Operator)

Approved:



Michael P. Davis

**Electronic Payments**

ACH/Wiring Instructions

Bank: PNC Bank

Routing: 041000124

Account: 4209511627 (checking)

Notification E-Mail: AR@burgessniple.com

Check Payments

PLEASE REMIT TO:

330 Rush Alley Ste 700, Columbus, OH 43215



CITY OF ELKINS AGENDA ITEM REPORT

Meeting Date:	April 15, 2024
Section:	New business
Category:	Presentation
Agenda Item Name:	Georgetown Road Sewer Extension Preliminary Study
Recommended By:	Whitney L. Hymes-Wastewater Superintendent/Chief Operator
Summary:	Discussion over Georgetown Road Sewer Extension Preliminary Study provided by Burgess & Niple
Fiscal Impact:	N/A-Study Preliminary
Recommendation:	Review
Attachments:	1. Georgetown Road Sewer Extension Preliminary Study 4-8-2024

BURGESS & NIPLE

4424 Emerson Avenue | Parkersburg, WV 26104 | 304.485.8541

Ms. Whitney L. Hymes, Wastewater Superintendent
City of Elkins
401 Davis Avenue
Elkins, WV 26241

-Re- City of Elkins Sanitary Board
Georgetown Road Sewer Extension
Preliminary Study

March 19, 2024

Dear Ms. Hymes:

Per request of the City of Elkins Sanitary Board (Board), Burgess & Niple, Inc. (B&N) has prepared the following preliminary study for extending sanitary sewer service to the Georgetown Road area. This study will review projected sanitary flows, potential collection system layout, and proposed location of connection to the existing collection system.

Study Area

The study area consists of two parcels owned by the Randolph County Development Authority (RCDA) totaling approximately 73 acres and two parcels owned by the Independent Order of Odd Fellows (IOOF) consisting of 55 acres including the former boys' home (99 beds). It is understood that these properties will be developed as single-family homes, with approximate $\frac{1}{4}$ acre lots with roads, utilities, open space and other infrastructure and amenities typical to development of this type and that the boys' home will remain. There are also approximately 7 existing single-family residents that will be served by this extension. A map showing the project area is attached to this report as Drawing C-1, Project Area.

Projected Flows

Assuming the RCDA property will be developed into single family homes with approximate lot size of $\frac{1}{4}$ acres, an estimated 250 homes could be developed, total average daily flow was estimated to be 76,000 gallons per day (gpd) and a peak hourly flow was estimated to be 304,000 gpd.

Assuming the IOOF property will be developed into single family homes with approximate lot size of $\frac{1}{4}$ acres, an estimated 157 homes could be developed. In addition, the existing boys' home has 99 beds, which has an equivalent of approximately 33 homes. Adding the 7 existing residents adjacent to the IOOF property, total average daily flow was estimated to be 57,750 gallons per day (gpd) and a peak hourly flow was estimated to be 231,000 gpd.

Calculations for these estimated flows are attached to this report.

Potential Sewer Layout

Option 1 – Option 1 consists of approximately 575 feet of 8" PVC SDR 35 gravity sewer line servicing the potential developed RCDA property, and a pump station and approximately 3890 feet of 6" PVC C900 sanitary force main providing service for both the IOOF development, boys' home, adjacent homes and the flow from the gravity sewer servicing the RCDA property. This system would be connected to the existing 8" force main just upstream of the existing headworks at the wastewater treatment plant. This option is depicted on Map C-2, attached to this report.

Option 2 – Option 2 consists of a pump station and 575 feet of 4" PVC C900 sanitary force main servicing the IOOF development, boys' home and adjacent homes. This force main will be connected to a gravity system that will also collect flow from the RCDA developed property. This gravity system consists of approximately 5770 feet of 10" PVC SDR 35 and 10 manholes installed within the right of way of Georgetown Road, Livingston Ave and 13th Street to its connection to an existing 30" gravity sanitary sewer near the corner of Green Lane and 13th Street. This option is depicted on Map C-3, attached to this report.

Connection to Existing System

Alternative 1 – As discussed above, the first Option will connect via force main to the existing 8" force main that discharges into the headworks of the existing wastewater treatment plant.

Alternative 2 – As discussed above, Option 2 will discharge into an existing 30" gravity sewer near the corner of Green Lane and 13th Street.

Summary

Estimated construction costs were developed for each option. A summary table of the estimated fees is provided below:

Option	Estimated Fee (including 25% contingency)
Option 1	\$723,000
Option 2	\$1,211,400

Closing

Estimated construction costs for Option 1 is significantly less than Option 2, will require less future maintenance, but will have slightly more operational costs due to a larger size pump station. Option 2 will have lower operational costs but will require more overall maintenance and is significantly more expensive than Option 1. Therefore, Burgess and Niple recommends Option 1. Please let us know if you have any questions or require additional information.

City of Elkins Sanitary Board
Georgetown Road Sewer Extension
Preliminary Study
Page 3

Sincerely,

Michael P. Davis, PE

MPD:jkm
Enclosures
copy: File

COST ESTIMATES

**CITY OF ELKINS SANITARY BOARD
GEORGETOWN ROAD STUDY
ESTIMATED CONSTRUCTION COST - OPTION 1**

March 19, 2024

ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL COST
1	Mobilization/Demobilization	LS	\$ 30,000.00	1	\$ 30,000.00
2	Traffic Control	LS	\$ 10,000.00	1	\$ 10,000.00
3	E&S Controls	LS	\$ 10,000.00	1	\$ 10,000.00
4	Pump Station	LS	\$ 200,000.00	1	\$ 200,000.00
5	6" PVC C900 Force Main	LF	\$ 60.00	3,890	\$ 233,400.00
6	6" Fittings	EA	\$ 600.00	7	\$ 4,200.00
7	8" PVC SDR-35 Gravity Sewer (<8' depth)	LF	\$ 80.00	575	\$ 46,000.00
8	4' Manholes	EA	\$ 3,500.00	1	\$ 3,500.00
9	Trench Rehab, Type A	SY	\$ 130.00	383	\$ 49,790.00
10	Select Fill	CY	\$ 30.00	496	\$ 14,880.00
11	Railroad Crossing (includes casing, valves)	LS	\$ 30,000.00	1	\$ 30,000.00
12	Connect to Existing Forcemain	LS	\$ 5,000.00	1	\$ 5,000.00
13	Air Release Structure	LS	\$ 7,500.00	2	\$ 15,000.00
14	Grading & Seeding	SY	\$ 5.00	1,105	\$ 5,525.00
TOTAL OF LINE ITEMS, including mobilization					\$ 657,300.00
Contingency (25%)					\$ 65,700.00
TOTAL ESTIMATED CONSTRUCTION COST					\$ 723,000.00

**CITY OF ELKINS SANITARY BOARD
GEORGETOWN ROAD STUDY
ESTIMATED CONSTRUCTION COST - OPTION 2**

March 19, 2024

ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL COST
1	Mobilization/Demobilization	LS	\$ 50,000.00	1	\$ 50,000.00
2	Traffic Control	LS	\$ 20,000.00	1	\$ 20,000.00
3	E&S Controls	LS	\$ 10,000.00	1	\$ 10,000.00
4	Pump Station	LS	\$ 125,000.00	1	\$ 125,000.00
5	4" PVC C900 Force Main	LF	\$ 60.00	575	\$ 34,500.00
6	10" PVC SDR-35 Gravity Sewer (<8' depth)	LF	\$ 80.00	2,000	\$ 160,000.00
7	10" PVC SDR-35 Gravity Sewer (8-12' depth)	LF	\$ 85.00	2,270	\$ 192,900.00
8	10" PVC SDR-35 Gravity Sewer (>12' depth)	LF	\$ 95.00	1,500	\$ 142,500.00
9	4' Manholes	EA	\$ 3,500.00	10	\$ 35,000.00
10	Trench Rehab, Type A	SY	\$ 130.00	2,115	\$ 274,950.00
11	Select Fill	CY	\$ 30.00	705	\$ 21,150.00
12	Railroad Crossing (includes casing, valves)	LS	\$ 30,000.00	1	\$ 30,000.00
13	Connect to Existing System	LS	\$ 3,500.00	1	\$ 3,500.00
14	Grading & Seeding	SY	\$ 5.00	350	\$ 1,750.00
TOTAL OF LINE ITEMS, including mobilization					\$ 1,101,300.00
Contingency (25%)					\$ 110,100.00
TOTAL ESTIMATED CONSTRUCTION COST					\$ 1,211,400.00

FLOW ESTIMATES

**CITY OF ELKINS SANITARY BOARD
GEORGETOWN ROAD STUDY
FLOW PROJECTIONS**

March 19, 2024

Randolph County Development Authority Property (73 acres) - Assuming residential development with average lot size of 1/4 acre, typical roadways and other site amenities, approximately 250 home could be developed.

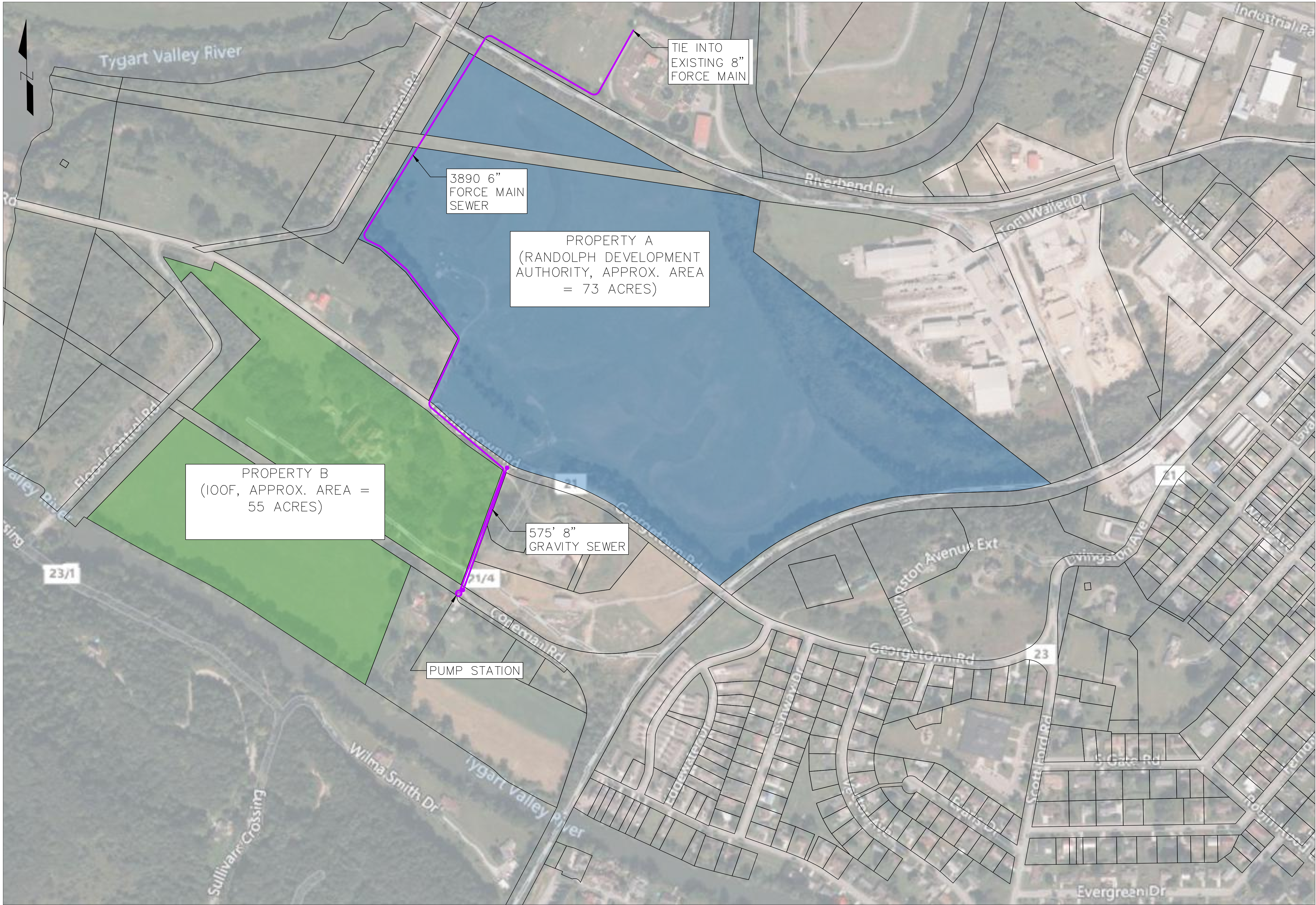
Average Daily Flow	
Homes	250
Flow/home	300 gpd/home
Total	75,000 gpd
in-mile Sewer	2.00 (based on assumed length of sanitary sewer internal to development)
Infiltration rate	500 gpd/in-mile
Total Infiltration	1,000 gpd
Total Average Daily Flow	76,000 gpd
Peaking Factor	4 :1
Peak Hourly Flow	304,000 gpd 211 gpm

IOOF Property (55 acres) - This assumes that the "IOOF Boys Home" will remain (99 bed facility). Assuming residential development of the remaining area with average lot size of 1/4 acre, typical roadways and other site amenities, approximately 150 home could be developed. There are also 7 existing homes that would be connected to the new sewer.

Average Daily Flow	
Homes	157
Boys Home	33 (equivalent to approximately 33 homes)
Flow/home	300 gpd/home
Total	57,000 gpd
in-mile Sewer	1.50 (based on assumed length of sanitary sewer internal to development)
Infiltration rate	500 gpd/in-mile
Total Infiltration	750 gpd
Total Average Daily Flow	57,750 gpd
Peaking Factor	4 :1
Peak Hourly Flow	231,000 gpd 160 gpm

MAPS/DRAWINGS





NO.

DESCRIPTION

REVISIONS

DATE

JOB NO: PR61666

DATE: ###

DESIGNED BY: ###

DRAWN BY: ###

CHECKED BY: ###

APPROVED BY: ###

SCALE: 1"=200'

Option 1

C-2

SHEET: OF

City of Elkins

4424 EMERSON AVENUE
PARKERSBURG, WV 26104

burgessniple.com

Page 112 of 113



NO.	DESCRIPTION	DATE

JOB NO:	PR61666
DATE:	###
DESIGNED BY:	###
DRAWN BY:	###
CHECKED BY:	###
APPROVED BY:	###
SCALE:	1"=300'

Option 2

C-3

SHEET: OF

City of Elkins

B&N

burgessniple.com

4424 EMERSON AVENUE
PARKERSBURG, WV 26104