

<b>For City of Yakima Use Only:</b> Contract No. _____ Project No. IC2010 _____ Resolution No. R-2021- _____ SOQ No. _____
--

**AGREEMENT  
BETWEEN  
CITY OF YAKIMA, WASHINGTON**

**AND**

**HDR ENGINEERING**

**FOR PROFESSIONAL SERVICES**

THIS AGREEMENT, made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between the City of Yakima, Washington, a municipal corporation with its principal office at 129 North Second Street, Yakima, WA 98901, hereinafter referred to as "CITY," and HDR Engineering, with its principal office at 4717 97<sup>th</sup> Street NW, Gig Harbor, Washington 98332, hereinafter referred to as "ENGINEER," said corporation and its principal engineers are licensed and registered to do business in the State of Washington, and will provide engineering design, bidding, and construction services under this AGREEMENT for **Nelson Dam Replacement** on behalf of the City of Yakima, Project No. IC2010, herein referred to as the "PROJECT."

**WITNESSETH:**

**RECITALS**

WHEREAS, CITY desires to retain the ENGINEER to provide engineering services for design and construction of the PROJECT, as described in this AGREEMENT and subsequent Amendments thereto; and

WHEREAS, ENGINEER represents that it has available and offers to provide personnel with knowledge and experience necessary to satisfactorily accomplish the work within the required time and that it has no conflicts of interest prohibited by law from entering into this AGREEMENT;

NOW, THEREFORE, CITY and ENGINEER agree as follows:

**SECTION 1 INCORPORATION OF RECITALS**

1.1 The above recitals are incorporated into these operative provisions of the AGREEMENT.

**SECTION 2 SCOPE OF SERVICES**

2.0.1 ENGINEER agrees to perform those services described hereafter. Unless modified in writing by both parties, duties of ENGINEER shall not be construed to exceed those services specifically set forth herein.

2.0.2 ENGINEER shall use its best efforts to maintain continuity in personnel and shall assign Michael Garelo, PE, as Principal-in-Charge throughout the term of this AGREEMENT unless other personnel are approved by the CITY.

2.1 Basic Services: ENGINEER agrees to perform those tasks described in Exhibit A - Scope of Services (WORK) which are attached hereto and made a part of this AGREEMENT as if fully set forth herein. It is anticipated construction of improvements related to this AGREEMENT will occur through two separate projects and associated bid calls.

2.2 Additional Services: CITY and ENGINEER agree that not all WORK to be performed by ENGINEER can be defined in detail at the time this AGREEMENT is executed, and that additional WORK related to the Project and not covered in Exhibit A may be needed during performance of this AGREEMENT. CITY may, at any time, by written order, direct the ENGINEER to revise portions of the PROJECT WORK previously completed in a satisfactory manner, delete portions of the PROJECT, or request that the ENGINEER perform additional WORK beyond the scope of the PROJECT WORK. Such changes hereinafter shall be referred to as "Additional Services."

- 2.2.1 If such Additional Services cause an increase or decrease in the ENGINEER's cost of, or time required for, performance of any services under this AGREEMENT, a contract price and/or completion time adjustment pursuant to this AGREEMENT shall be made and this AGREEMENT shall be modified in writing accordingly.
- 2.2.2 Compensation for each such request for Additional Services shall be negotiated by the CITY and the ENGINEER according to the provisions set forth in Exhibit A – Scope of Services, attached hereto and incorporated herein by this reference, and if so authorized, shall be considered part of the PROJECT WORK. The ENGINEER shall not perform any Additional Services until so authorized by CITY and agreed to by the ENGINEER in writing (an email will be considered as written authorization).
- 2.3 The ENGINEER must assert any claim for adjustment in writing within thirty (30) days from the date of the ENGINEER's receipt of the written notification of change.

### **SECTION 3 CITY'S RESPONSIBILITIES**

- 3.1 CITY-FURNISHED DATA: The CITY will provide to the ENGINEER all technical data in the CITY's possession relating to the ENGINEER's services on the PROJECT including information on any pre-existing conditions known to the CITY that constitute hazardous waste contamination on the PROJECT site as determined by an authorized regulatory agency.
- 3.2 ACCESS TO FACILITIES AND PROPERTY: The CITY will make its facilities reasonably accessible to ENGINEER as required for ENGINEER's performance of its services and will provide labor and safety equipment as reasonably required by ENGINEER for such access.
- 3.3 TIMELY REVIEW: The CITY will examine the ENGINEER's studies, reports, sketches, drawings, specifications, proposals, and other documents; obtain advice of an attorney, insurance counselor, accountant, auditor, bond and financial advisors, and other consultants as CITY deems appropriate; and render in writing decisions required of CITY in a timely manner. Such examinations and decisions, however, shall not relieve the ENGINEER of any contractual obligations nor of its duty to render professional services meeting the standards of care for its profession.
- 3.4 CITY shall appoint a CITY's Representative with respect to WORK to be performed under this AGREEMENT. CITY's Representative shall have complete authority to transmit instructions and receive information. ENGINEER shall be entitled to reasonably rely on such instructions made by the CITY's Representative unless otherwise directed in writing by the CITY, but ENGINEER shall be responsible for bringing to the attention of the CITY's Representative any instructions which the ENGINEER believes are inadequate, incomplete, or inaccurate based upon the ENGINEER's knowledge.
- 3.5 Any documents, services, and reports provided by the CITY to the ENGINEER are available solely as additional information to the ENGINEER and will not relieve the ENGINEER of its duties and obligations under this AGREEMENT or at law. The ENGINEER shall be entitled to reasonably rely upon the accuracy and the completeness of such documents, services and reports, but shall be responsible for exercising customary professional care in using and reviewing such documents, services, and reports and drawing conclusions therefrom.

### **SECTION 4 AUTHORIZATION, PROGRESS, AND COMPLETION**

- 4.1 In signing this AGREEMENT, CITY grants ENGINEER specific authorization to proceed with WORK described in Exhibit A - Scope of Services. The time for completion is defined in Exhibit A - Scope of Services, or as amended.

### **SECTION 5 COMPENSATION**

- 5.1 COMPENSATION ON A TIME SPENT BASIS AT SPECIFIC HOURLY RATES: For the services described in Exhibit A, compensation shall be according to Exhibit C - Schedule of Rates, attached

hereto and incorporated herein by this reference, on a time spent basis plus reimbursement for direct non-salary expenses.

5.1.1 DIRECT NON-SALARY EXPENSES: Direct Non-Salary Expenses are those costs incurred on or directly for the PROJECT including, but not limited to, necessary transportation costs, including current rates for ENGINEER's vehicles; meals and lodging; laboratory tests and analyses; printing, binding and reproduction charges; all costs associated with other outside nonprofessional services and facilities; special CITY-requested and PROJECT-related insurance and performance warranty costs; and other similar costs. Reimbursement for Direct Non-Salary Expenses will be on the basis of actual charges plus a reasonable markup, not to exceed ten percent (10%) and on the basis of current rates when furnished by ENGINEER. Estimated Direct Non-Salary Expenses are shown in Exhibit B.

5.1.1.1 Travel costs, including transportation, lodging, subsistence, and incidental expenses incurred by employees of the ENGINEER and each of the Subconsultants in connection with PROJECT WORK; provided, as follows:

- ♦ That a maximum of U.S. INTERNAL REVENUE SERVICE allowed cents per mile will be paid for the operation, maintenance, and depreciation costs of company or individually owned vehicles for that portion of time they are used for PROJECT WORK. ENGINEER, whenever possible, will use the least expensive form of ground transportation.
- ♦ That reimbursement for meals inclusive of tips shall not exceed a maximum of forty dollars (\$40) per day per person. This rate may be adjusted on a yearly basis.
- ♦ That accommodation shall be at a reasonably priced hotel/motel.
- ♦ That air travel shall be by coach class, and shall be used only when absolutely necessary.

5.1.2 Telephone charges, computer charges, in-house reproduction charges, first class postage, and FAX charges are not included in the direct expense costs, but are considered included in the Schedule of Specific Hourly Billing Rates.

5.1.3 Professional Subconsultants. Professional Subconsultants are those costs for engineering, architecture, geotechnical services and similar professional services approved by the CITY. Reimbursement for Professional Subconsultants will be on the basis of actual costs billed plus a reasonable markup, not to exceed ten percent (10%) for services provided to the CITY through this AGREEMENT. Estimated Subconsultant costs are shown in Exhibit B.

5.2 Unless specifically authorized in writing by the CITY, the total budgetary amount for this PROJECT shall not exceed one million six hundred sixty five thousand Dollars (\$1,665,000.00). The ENGINEER will make reasonable efforts to complete the WORK within the budget and will keep CITY informed of progress toward that end so that the budget or WORK effort can be adjusted if found necessary. The ENGINEER is not obligated to incur costs beyond the indicated budget, as may be adjusted, nor is the CITY obligated to pay the ENGINEER beyond these limits. When any budget has been increased, the ENGINEER's excess costs expended prior to such increase will be allowable to the same extent as if such costs had been incurred after the approved increase, and provided that the CITY was informed in writing at the time such costs were incurred.

5.3 The ENGINEER shall submit to the CITY's Representative an invoice each month for payment for PROJECT services completed through the accounting cut-off day of the previous month. Such invoices shall be for PROJECT services and WORK performed and costs incurred prior to the date of the invoice and not covered by previously submitted invoices. The ENGINEER shall submit with each invoice a summary of time expended on the PROJECT for the current billing period, copies of subconsultant invoices, and any other supporting materials determined by the CITY necessary to substantiate the costs incurred. CITY will use its best efforts to pay such invoices within thirty (30) days of receipt and upon approval of the WORK done and amount billed. CITY will notify the ENGINEER promptly if any problems are noted with the invoice. CITY may question any item in

an invoice, noting to ENGINEER the questionable item(s) and withholding payment for such item(s). The ENGINEER may resubmit such item(s) in a subsequent invoice together with additional supporting information required.

- 5.4 If payment is not made within sixty (60) days following receipt of approved invoices, interest on the unpaid balance shall accrue beginning with the sixty-first (61) day at the rate of 1.0% per month or the maximum interest rate permitted by law, whichever is less; provided, however, that no interest shall accrue pursuant to Chapter 39.76 RCW when before the date of timely payment a notice of dispute is issued in good faith by the CITY to the ENGINEER pursuant to the terms of RCW 39.76.020(4).
- 5.5 Final payment of any balance due the ENGINEER for PROJECT services will be made within forty-five (45) days after satisfactory completion of the services required by this AGREEMENT as evidenced by written acceptance by CITY and after such audit or verification as CITY may deem necessary and execution and delivery by the ENGINEER of a release of all known payment claims against CITY arising under or by virtue of this AGREEMENT, other than such payment claims, if any, as may be specifically exempted by the ENGINEER from the operation of the release in stated amounts to be set forth therein.
- 5.6 Payment for any PROJECT services and WORK shall not constitute a waiver or release by CITY of any claims, right, or remedy it may have against the ENGINEER under this AGREEMENT or by law, nor shall such payment constitute a waiver, remission, or discharge by CITY of any failure or fault of the ENGINEER to satisfactorily perform the PROJECT WORK as required under this AGREEMENT.

## **SECTION 6 RESPONSIBILITY OF ENGINEER**

- 6.1 The ENGINEER shall be responsible for the professional quality, technical adequacy and accuracy, timely completion, and the coordination of all plans, design, drawings, specifications, reports, and other services furnished by the ENGINEER under this AGREEMENT. The ENGINEER shall, without additional compensation, correct or review any errors, omissions, or other deficiencies in its plans, designs, drawings, specifications, reports, and other services. The ENGINEER shall perform its WORK according to generally accepted civil engineering standards of care and consistent with achieving the PROJECT WORK within budget, on time, and in compliance with applicable laws, regulations, and permits.
- 6.2 CITY's review or approval of, or payment for, any plans, drawings, designs, specifications, reports, and incidental WORK or services furnished hereunder shall not in any way relieve the ENGINEER of responsibility for the technical adequacy, completeness, or accuracy of its WORK and the PROJECT WORK. CITY's review, approval, or payment for any of the services shall not be construed to operate as a waiver of any rights under this AGREEMENT or at law or any cause of action arising out of the performance of this AGREEMENT.
- 6.3 In performing WORK and services hereunder, the ENGINEER and its subcontractors, subconsultants, employees, agents, and representatives shall be acting as independent contractors and shall not be deemed or construed to be employees or agents of CITY in any manner whatsoever. The ENGINEER shall not hold itself out as, nor claim to be, an officer or employee of CITY by reason hereof and will not make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of CITY. The ENGINEER shall be solely responsible for any claims for wages or compensation by ENGINEER employees, agents, and representatives, including subconsultants and subcontractors, and shall save and hold CITY harmless therefrom.
- 6.4 INDEMNIFICATION:
  - 6.4.1 ENGINEER agrees to defend, indemnify, and hold harmless the CITY, its elected and appointed officials, agents, officers, employees, and volunteers (hereinafter "parties protected") from (1) claims, demands, liens, lawsuits, administrative and other proceedings, (including reasonable costs and attorneys' fees) and (2) judgments, awards, losses, liabilities, damages, penalties, fines, costs and expenses of any kind claimed by third parties arising out of, or related to any death, injury, damage or destruction to any

person or any property to the extent caused by any negligent act, action, default, error or omission or willful misconduct arising out of the ENGINEER's performance under this AGREEMENT. In the event that any lien is placed upon the CITY's property or any of the CITY's officers, employees or agents as a result of the negligence or willful misconduct of the ENGINEER, the ENGINEER shall at once cause the same to be dissolved and discharged by giving bond or otherwise.

- 6.4.2 CITY agrees to indemnify and hold the ENGINEER harmless from loss, cost, or expense of any kind claimed by third parties, including without limitation such loss, cost, or expense resulting from injuries to persons or damages to property, caused solely by the negligence or willful misconduct of the CITY, its employees, or agents in connection with the PROJECT.
- 6.4.3 If the negligence or willful misconduct of both the ENGINEER and the CITY (or a person identified above for whom each is liable) is a cause of such third party claim, the loss, cost, or expense shall be shared between the ENGINEER and the CITY in proportion to their relative degrees of negligence or willful misconduct and the right of indemnity will apply for such proportion.
- 6.4.4 Nothing contained in this Section or this AGREEMENT shall be construed to create a liability or a right of indemnification in any third party.
- 6.5 In any and all claims by an employee of the ENGINEER, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligations under this AGREEMENT shall not be limited in any way by any limitation on the amount or types of damages, compensation, or benefits payable by or for the ENGINEER or a subcontractor under workers' or workmens' compensation acts, disability benefit acts, or other employee benefit acts.
- 6.6 It is understood that any resident engineering or inspection provided by ENGINEER is for the purpose of determining compliance with the technical provisions of PROJECT specifications and does not constitute any form of guarantee or insurance with respect to the performance of a contractor. ENGINEER does not assume responsibility for methods or appliances used by a contractor, for a contractor's safety programs or methods, or for compliance by contractors with laws and regulations. CITY shall use its best efforts to ensure that the construction contract requires that the contractor(s) indemnify and name CITY, the CITY's and the ENGINEER's officers, principals, employees, agents, representatives, and engineers as additional insureds on contractor's insurance policies covering PROJECT, exclusive of insurance for ENGINEER professional liability.
- 6.7 SUBSURFACE INVESTIGATIONS: In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observation, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect total PROJECT cost and/or execution. These conditions and cost/execution effects are not the responsibility of the ENGINEER, to the extent that ENGINEER has exercised the applicable and appropriate standard of professional care and judgment in such investigations.
- 6.8 CITY agrees that structures and systems studied, reviewed, analyzed or designed by the ENGINEER are dependent upon CITY's continued reasonable operation and maintenance of the project structures and systems in accordance with all permits, laws and regulations that permit the construction and operation of the structures and systems, including any ENGINEER prepared operations and maintenance plans. Should CITY fail to reasonably maintain the structures to be in full compliance with permits, approvals, and operations and maintenance plans, ENGINEER shall have no liability to CITY, and CITY shall indemnify, release and hold ENGINEER and its employees harmless from any liability resulting from any direct or consequential damage solely resulting from such non-compliance, including but not limited to claims made by third-parties against ENGINEER.

## **SECTION 7 PROJECT SCHEDULE AND BUDGET**

- 7.1 The general PROJECT schedule and the budget for both the entire PROJECT and its component tasks shall be as set forth in this AGREEMENT and attachments. The project schedule and performance dates for the individual tasks shall be mutually agreed to by the CITY and the ENGINEER within fifteen (15) days after execution of this AGREEMENT. The performance dates and budgets for tasks may be modified only upon written agreement of the parties hereto. The performance date for tasks and the completion date for the entire PROJECT shall not be extended, nor the budget increased because of any unwarranted delays attributable to the ENGINEER, but may be extended or increased by the CITY in the event of a delay caused by special services requested by the CITY or because of unavoidable delay caused by any governmental action or other conditions beyond the control of the ENGINEER which could not be reasonably anticipated.
- 7.2 Not later than the tenth (10) day of each calendar month during the performance of the PROJECT, the ENGINEER shall submit to the CITY's Representative a copy of the current schedule and a written narrative description of the WORK accomplished by the ENGINEER and subconsultants on each task, indicating a good faith estimate of the percentage completion thereof on the last day of the previous month. Additional oral or written reports shall be prepared at the request of the CITY for presentation to other governmental agencies and/or to the public.

## **SECTION 8 REUSE OF DOCUMENTS**

- 8.1 All internal WORK products of the ENGINEER are instruments or service of this PROJECT. There shall be no reuse, change, or alteration by the CITY or others acting through or on behalf of the CITY without written permission of the ENGINEER, which shall not be unreasonably withheld and will be at the CITY's sole risk. The CITY agrees to indemnify the ENGINEER and its officers, employees, subcontractors, and affiliated corporations from all claims, damages, losses, and costs including, but not limited to, litigation expenses and attorney's fees arising out of or related to such unauthorized reuse, change, or alteration; provided, however, that the ENGINEER will not be indemnified for such claims, damages, losses, and costs including, without limitation, litigation expenses and attorney fees were caused by the ENGINEER's own negligent acts or omissions.
- 8.2 The ENGINEER agrees that ownership of any plans, drawings, designs, specifications, computer programs, technical reports, operating manuals, calculations, notes, and other WORK submitted or which are specified to be delivered under this AGREEMENT or which are developed or produced and paid for under this AGREEMENT, whether or not complete, shall be vested in the CITY.
- 8.3 All rights to patents, trademarks, copyrights, and trade secrets owned by ENGINEER (hereinafter "Intellectual Property") as well as any modifications, updates or enhancements to said Intellectual Property during the performance of the WORK remain the property of ENGINEER, and ENGINEER does not grant CITY any right or license to such Intellectual Property.

## **SECTION 9 AUDIT AND ACCESS TO RECORDS**

- 9.1 The ENGINEER, including its subconsultants, shall maintain books, records, documents and other evidence directly pertinent to performance of the WORK under this AGREEMENT in accordance with generally accepted accounting principles and practices consistently applied. The CITY, or the CITY's duly authorized representative, shall have access to such books, records, documents, and other evidence for inspection, audit, and copying for a period of three years after completion of the PROJECT. The CITY shall also have access to such books, records, and documents during the performance of the PROJECT WORK, if deemed necessary by the CITY, to verify the ENGINEER's WORK and invoices.
- 9.2 Audits conducted pursuant to this section shall be in accordance with generally accepted auditing standards and established procedures and guidelines of the reviewing or auditing agency.
- 9.3 The ENGINEER agrees to the disclosure of all information and reports resulting from access to records pursuant to this section provided that the ENGINEER is afforded the opportunity for an audit exit conference and an opportunity to comment and submit any supporting documentation on the pertinent portions of the draft audit report and that the final audit report will include written comments, if any, of the ENGINEER.

- 9.4 The ENGINEER shall ensure that the foregoing paragraphs are included in each subcontract for WORK on the Project.
- 9.5 Any charges of the ENGINEER paid by the CITY which are found by an audit to be inadequately substantiated shall be reimbursed to the CITY.

## **SECTION 10 INSPECTION AND PRODUCTION OF RECORDS**

- 10.1 The records relating to the WORK shall, at all times, be subject to inspection by and with the approval of the CITY, but the making of (or failure or delay in making) such inspection or approval shall not relieve ENGINEER of responsibility for performance of the WORK in accordance with this AGREEMENT, notwithstanding the CITY's knowledge of defective or non-complying performance, its substantiality or the ease of its discovery. ENGINEER shall provide the CITY sufficient, safe, and proper facilities and equipment for such inspection and free access to such facilities. ENGINEER's records relating to the WORK will be provided to the CITY upon the CITY's request.
- 10.2 ENGINEER shall promptly furnish the CITY with such information and records which are related to the WORK of this AGREEMENT as may be requested by the CITY. Until the expiration of six (6) years after final payment of the compensation payable under this AGREEMENT, or for a longer period if required by law or by the Washington State Secretary of State's record retention schedule, ENGINEER shall retain and provide the CITY access to (and the CITY shall have the right to examine, audit and copy) all of ENGINEER's books, documents, papers and records which are related to the WORK performed by ENGINEER under this AGREEMENT.
- 10.3 All records relating to ENGINEER's WORK under this AGREEMENT must be made available to the CITY, and also produced to third parties, if required pursuant to the Washington Public Records Act, Chapter 42.56 RCW or by law. All records relating to ENGINEER's WORK under this AGREEMENT must be retained by ENGINEER for the minimum period of time required pursuant to the Washington State Secretary of State's record retention schedule.

## **SECTION 11 INSURANCE**

- 11.1 At all times during performance of WORK, ENGINEER shall secure and maintain in effect insurance to protect the CITY and the ENGINEER from and against all claims, damages, losses, and expenses arising out of or resulting from the performance of this AGREEMENT. ENGINEER shall provide and maintain in force insurance in limits no less than that stated below, as applicable. The CITY reserves the rights to require higher limits should it deem it necessary in the best interest of the public. If ENGINEER carries higher coverage limits than the limits stated below, such higher limits shall be shown on the Certificate of Insurance and Endorsements and ENGINEER shall be named as an additional insured for such higher limits.

- 11.1.1 **Commercial General Liability Insurance.** Before this AGREEMENT is fully executed by the parties, ENGINEER shall provide the CITY with a certificate of insurance as proof of commercial liability insurance and commercial umbrella liability insurance with a total liability limit of the limits required in the policy, subject to minimum limits of Two Million Dollars (\$2,000,000.00) per occurrence combined single limit bodily injury and property damage, and Two Million Dollars (\$2,000,000.00) general aggregate. The certificate shall clearly state who the provider is, the coverage amount, the policy number, and when the policy and provisions provided are in effect. Said policy shall be in effect for the duration of this AGREEMENT. The policy shall name the CITY, its elected and appointed officials, officers, agents, employees, and volunteers as additional insureds. The insured shall not cancel or change the insurance without first giving the CITY thirty (30) calendar days prior written notice. The insurance shall be with an insurance company or companies rated A-VII or higher in Best's Guide and admitted in the State of Washington.

Subcontractors: If subcontractors will be used, the same terms and limits of coverage will apply and a certificate will be required per the instructions above. In lieu of a certificate, contractor may provide confirmation in writing from their insurance broker that

their insurance policy does not contain a subcontract exclusion or one relating to the work of others.

**11.1.2 Commercial Automobile Liability Insurance.**

11.1.2.1 If ENGINEER owns any vehicles, before this AGREEMENT is fully executed by the parties, ENGINEER shall provide the CITY with a certificate of insurance as proof of commercial automobile liability insurance and commercial umbrella liability insurance with a total liability limit of the limits required in the policy, subject to minimum limits of Two Million Dollars (\$2,000,000.00) per occurrence combined single limit bodily injury and property damage. Automobile liability will apply to "Any Auto" and be shown on the certificate.

11.1.2.2 If ENGINEER does not own any vehicles, only "Non-owned and Hired Automobile Liability" will be required and may be added to the commercial liability coverage at the same limits as required in that section of this AGREEMENT, which is Section 11.1.1 entitled "Commercial General Liability Insurance."

11.1.2.3 Under either situation described above in Section 11.1.2.1. and Section 11.1.2.2., the required certificate of insurance shall clearly state who the provider is, the coverage amount, the policy number, and when the policy and provisions provided are in effect. Said policy shall be in effect for the duration of this AGREEMENT. The policy shall name the CITY, its elected and appointed officials, officers, agents, employees, and volunteers as additional insureds. The insured shall not cancel or change the insurance without first giving the CITY thirty (30) calendar days prior written notice. The insurance shall be with an insurance company or companies rated A-VII or higher in Best's Guide and admitted in the State of Washington.

11.1.3 Statutory workers' compensation and employer's liability insurance as required by state law.

11.1.4 **Professional Liability Coverage.** Before this AGREEMENT is fully executed by the parties, ENGINEER shall provide the CITY with a certificate of insurance as proof of professional liability coverage with a total liability limit of the limits required in the policy, subject to minimum limits of Two Million Dollars (\$2,000,000.00) per claim, and Two Million Dollars (\$2,000,000.00) aggregate. The certificate shall clearly state who the provider is, the coverage amount, the policy number, and when the policy and provisions provided are in effect. Said policy shall be in effect for the duration of this AGREEMENT. The insured shall not cancel or change the insurance without first giving the CITY thirty (30) calendar days prior written notice. The insurance shall be with an insurance company or companies rated A-VII or higher in Best's Guide. If the policy is written on a claims made basis the coverage will continue in force for an additional two years after the completion of this AGREEMENT.

11.1.5 Failure of either or all of the additional insureds to report a claim under such insurance shall not prejudice the rights of the CITY, its officers, employees, agents, and representatives there under. The CITY and the CITY's elected and appointed officials, officers, principals, employees, representatives, volunteers and agents shall have no obligation for payment of premiums because of being named as additional insureds under such insurance. None of the policies issued pursuant to the requirements contained herein shall be canceled, allowed to expire, or changed in any manner that affects the rights of the CITY until thirty (30) days after written notice to the CITY of such intended cancellation, expiration or change.

**SECTION 12 SUBCONTRACTS**

12.1 ENGINEER shall be entitled, to the extent determined appropriate by ENGINEER, to subcontract any portion of the WORK to be performed under this AGREEMENT.



- 12.2 Any subconsultants or subcontractors to the ENGINEER utilized on this PROJECT, including any substitutions thereof, will be subject to prior approval by CITY, which approval shall not be unreasonably withheld. Each subcontract shall be subject to review by the CITY's Representative, if requested, prior to the subconsultant or subcontractor proceeding with the WORK. Such review shall not constitute an approval as to the legal form or content of such subcontract. The ENGINEER shall be responsible for the architectural and engineering performance, acts, and omissions of all persons and firms performing subcontract WORK.
- 12.3 CITY hereby authorizes the ENGINEER to subcontract with professional service firms for the purpose of completing Geotechnical Engineering related to this AGREEMENT.
- 12.4 The ENGINEER shall submit, along with its monthly invoices, a description of all WORK completed by subconsultants and subcontractors during the preceding month and copies of all invoices thereto.

### **SECTION 13 ASSIGNMENT**

- 13.1 This AGREEMENT is binding on the heirs, successors and assigns of the parties hereto. This AGREEMENT may not be assigned by CITY or ENGINEER without prior written consent of the other, which consent will not be unreasonably withheld. It is expressly intended and agreed that no third-party beneficiaries are created by this AGREEMENT, and that the rights and remedies provided herein shall inure only to the benefit of the parties to this AGREEMENT.

### **SECTION 14 INTEGRATION**

- 14.1 This AGREEMENT represents the entire understanding of CITY and ENGINEER as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. This AGREEMENT may not be modified or altered except in writing signed by both parties.

### **SECTION 15 JURISDICTION AND VENUE**

- 15.1 This AGREEMENT shall be administered and interpreted under the laws of the State of Washington. Jurisdiction of litigation arising from this AGREEMENT shall be in Washington State. If any part of this AGREEMENT is found to conflict with applicable laws, such part shall be inoperative, null, and void insofar as it conflicts with said laws, but the remainder of this AGREEMENT shall be in full force and effect. Venue of all disputes arising under this AGREEMENT shall be Yakima County, State of Washington.

### **SECTION 16 EQUAL EMPLOYMENT AND NONDISCRIMINATION**

- 16.1 During the performance of this AGREEMENT, ENGINEER and ENGINEER's subconsultants and subcontractors shall not discriminate in violation of any applicable federal, state and/or local law or regulation on the basis of age, sex, race, creed, religion, color, national origin, marital status, disability, honorably discharged veteran or military status, pregnancy, sexual orientation, or any other classification protected under federal, state, or local law. This provision shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, selection for training, and the provision of services under this AGREEMENT. ENGINEER agrees to comply with the applicable provisions of State and Federal Equal Employment Opportunity and Nondiscrimination statutes and regulations.

### **SECTION 17 SUSPENSION OF WORK**

- 17.1 CITY may suspend, in writing by certified mail, all or a portion of the WORK under this AGREEMENT if unforeseen circumstances beyond CITY's control are interfering with normal progress of the WORK. ENGINEER may suspend, in writing by certified mail, all or a portion of the WORK under this AGREEMENT if unforeseen circumstances beyond ENGINEER's control are interfering with normal progress of the WORK. ENGINEER may suspend WORK on PROJECT in the event CITY does not pay invoices when due, except where otherwise provided by this

AGREEMENT. The time for completion of the WORK shall be extended by the number of days WORK is suspended. If the period of suspension exceeds ninety (90) days, the terms of this AGREEMENT are subject to renegotiation, and both parties are granted the option to terminate WORK on the suspended portion of Project in accordance with SECTION 18.

## **SECTION 18    TERMINATION OF WORK**

- 18.1    Either party may terminate this AGREEMENT, in whole or in part, if the other party materially breaches its obligations under this AGREEMENT and is in default through no fault of the terminating party. However, no such termination may be effected unless the other party is given: (1) not less than fifteen (15) calendar days written notice delivered by certified mail, return receipt requested, of intent to terminate; and (2) an opportunity for consultation and for cure with the terminating party before termination. Notice shall be considered issued within seventy-two (72) hours of mailing by certified mail to the place of business of either party as set forth in this AGREEMENT.
- 18.2    In addition to termination under subsection 18.1 of this Section, CITY may terminate this AGREEMENT for its convenience, in whole or in part, provided the ENGINEER is given: (1) not less than fifteen (15) calendar days written notice delivered by certified mail, return receipt requested, of intent to terminate; and (2) an opportunity for consultation with CITY before termination.
- 18.3    If CITY terminates for default on the part of the ENGINEER, an adjustment in the contract price pursuant to the AGREEMENT shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other WORK, and (2) any payment due to the ENGINEER at the time of termination may be adjusted to the extent of any additional costs or damages CITY has incurred, or is likely to incur, because of the ENGINEER's breach. In such event, CITY shall consider the amount of WORK originally required which was satisfactorily completed to date of termination, whether that WORK is in a form or of a type which is usable and suitable to CITY at the date of termination and the cost to CITY of completing the WORK itself or of employing another firm to complete it. Under no circumstances shall payments made under this provision exceed the contract price. In the event of default, the ENGINEER agrees to pay CITY for any and all damages, costs, and expenses whether directly, indirectly, or consequentially caused by said default. This provision shall not preclude CITY from filing claims and/or commencing litigation to secure compensation for damages incurred beyond that covered by contract retainage or other withheld payments.
- 18.4    If the ENGINEER terminates for default on the part of CITY or if CITY terminates for convenience, the adjustment pursuant to the AGREEMENT shall include payment for services satisfactorily performed to the date of termination, in addition to termination settlement costs the ENGINEER reasonably incurs relating to commitments which had become firm before the termination, unless CITY determines to assume said commitments.
- 18.5    Upon receipt of a termination notice under subsections 18.1 or 18.2 above, the ENGINEER shall (1) promptly discontinue all services affected (unless the notice directs otherwise), and (2) deliver or otherwise make available to CITY all originals of data, drawings, specifications, calculations, reports, estimates, summaries, and such other information, documents, and materials as the ENGINEER or its subconsultants may have accumulated or prepared in performing this AGREEMENT, whether completed or in progress, with the ENGINEER retaining copies of the same.
- 18.6    Upon termination under any subparagraph above, CITY reserves the right to prosecute the WORK to completion utilizing other qualified firms or individuals; provided, the ENGINEER shall have no responsibility to prosecute further WORK thereon.
- 18.7    If, after termination for failure of the ENGINEER to fulfill contractual obligations, it is determined that the ENGINEER has not so failed, the termination shall be deemed to have been effected for the convenience of CITY. In such event, the adjustment pursuant to the AGREEMENT shall be determined as set forth in subparagraph 18.4 of this Section.
- 18.8    If, because of death, unavailability or any other occurrence, it becomes impossible for any key personnel employed by the ENGINEER in PROJECT WORK or for any corporate officer of the

ENGINEER to render his services to the PROJECT, the ENGINEER shall not be relieved of its obligations to complete performance under this AGREEMENT without the concurrence and written approval of CITY. If CITY agrees to termination of this AGREEMENT under this provision, payment shall be made as set forth in subparagraph 18.3 of this Section.

## **SECTION 19 DISPUTE RESOLUTION**

- 19.1 In the event that any dispute shall arise as to the interpretation of this AGREEMENT, or in the event of a notice of default as to whether such default does constitute a breach of the AGREEMENT, and if the parties hereto cannot mutually settle such differences, then the parties shall first pursue mediation as a means to resolve the dispute. If either of the afore mentioned methods are not successful then any dispute relating to this AGREEMENT shall be decided in the courts of Yakima County, in accordance with the laws of Washington. If both parties consent in writing, other available means of dispute resolution may be implemented.

## **SECTION 20 NOTICE**

- 20.1 Any notice required to be given under the terms of this AGREEMENT shall be directed to the party at the address set forth below. Notice shall be considered issued and effective upon receipt thereof by the addressee-party, or seventy-two (72) hours after mailing by certified mail to the place of business set forth below, whichever is earlier.

CITY: City of Yakima  
Attn: Mike Shane, Water/Irrigation Engineer  
2302 Fruitvale Blvd.  
Yakima, WA 98902

ENGINEER: HDR Engineering  
Attn: Mike Garelo, PE, Project Manager  
4717 97th Street  
Gig Harbor, WA 98332-5710

## **SECTION 21 SURVIVAL**

- 21.1 The foregoing sections of this AGREEMENT shall survive the expiration or termination of this AGREEMENT in accordance with their terms.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective authorized officers or representatives as of the day and year first above written.

CITY OF YAKIMA

HDR ENGINEERING

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Printed Name: \_\_\_\_\_ Robert Harrison

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_ City Manager

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest \_\_\_\_\_  
City Clerk

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF YAKIMA )

I certify that I know or have satisfactory evidence that Robert Harrison is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the CITY MANAGER of the CITY OF YAKIMA, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

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

Seal or Stamp

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name

My commission expires: \_\_\_\_\_

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF YAKIMA )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument, and acknowledged it as the \_\_\_\_\_ of HDR Engineering to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

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

Seal or Stamp

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name

My commission expires: \_\_\_\_\_

## **EXHIBIT A**

### **SCOPE OF SERVICES**

#### **PROJECT DESCRIPTION NO. 1:**

**CITY OF YAKIMA**  
**Nelson Dam Replacement**  
**(Project IC2010)**  
**HDR Project No. 10173276**

#### **SCOPE OF SERVICES:**

##### **Schedule Assumptions**

*Remove and replace as follows.*

- The contract for this scope of services will occur from May 15, 2019 through June 1, 2023.
- The Phase I project will go to bid in April of 2021.
- Phase I construction will begin during the negotiated environmental work window in 2021 which begins in July.
- Phase II Design Documentation and Issued for Bid documents will be completed by January 2023.

##### **Task 100 – General and Stakeholder Coordination**

*Phase I and II 100% complete. Revised as follows.*

##### **Assumptions**

- Upon completion of design phase coordination, weekly meetings will be accomplished as described in Task 800 Construction Engineering Services.

##### **Task 200 – Site Reconnaissance and Data Collection**

*Phase I and II 95% Complete. Amended as follows.*

##### **Task 201 – Geotechnical Investigation**

*Phase I and II 100% Complete. No amendment proposed.*

##### **Task 202 – Topographic Survey and Basemapping**

*Phase I and II 90% Complete. Add the following.*

##### **Objective**

- Prepare permanent and temporary easement documentation for construction of the Phase II pipeline, revision of the municipal drain at the City's settling pond and prepare record of survey as required by DNR.
- Support Flood Elevation Certification required by County of Yakima.
- Perform record survey of selected project features to be used as part of survey control documentation and Record Drawings.

##### **ENGINEER Services**

1. Prepare preliminary and final permanent easement boundary exhibit with calculated boundary description for Phase II pipeline at the following locations.
  - a. Phase II pipeline easement near the existing sediment pond
  - b. Phase II municipal drain easement near the existing sediment pond
  - c. Phase II pipeline access and maintenance easement at Old Union Canal tie-in
  - d. Phase I record of survey and project easement for WA Department of Natural Resources

2. Prepare Flood Elevation verification certificate and record of survey for Phase I utility building foundation at 100% design, pre-concrete pour, and at floor completion.
3. Prepare tie-in and record of survey for up to three (3), post construction survey monuments.

#### **Client Responsibilities**

- Provide timely review consolidated comments on preliminary easement documentation within 14 days after submission.
- Coordinate transmittal of record of survey to DNR.

#### **Assumptions**

- HDR will coordinate submittal of Flood Elevation certification surveys to the County.

#### **Deliverables**

- Draft and Final Easement Exhibits with boundary line descriptions.
- Draft and Final DNR Record of Survey

#### **Task 300 - Design Criteria Development**

*Phase I and II 100% Complete. No amendment proposed.*

#### **Task 400 - Concept Design Update Workshop**

*Phase I and II 100% Complete. No amendment proposed.*

#### **Task 500 – Hydrologic and Hydraulic Design**

*Phase I and II 90% Complete. Amended as follows.*

#### **ENGINEER Services**

*Add the following.*

1. Prepare and submit a Draft and Final No-rise Technical Memorandum to the Yakima County FCZD and building/flood official based on the structure and associated grading detailed in the final bid package.
2. Prepare SRH-2D model runs to evaluate three (3) potential failure mechanisms and adjust design calculations to accommodate foreseen factors that may contribute to future hydraulic variability.
3. Coordinate with County FCZD and County Roads to evaluate potential for hydraulic and physical variability at the South Naches Road embankment and incorporate model results and narratives to describe the potential for future channel variability.
4. Respond to up to three (3) rounds of comments originating from County FCZD.

#### **Assumptions**

*Add the following.*

- It is assumed that up to three (3) failure scenarios will be developed and evaluated using SRH-2D. The failure scenarios will include severe toe scour alternative, crest obstruction alternative, WSDOT bridge abutment widening alternative.
- It is assumed that the Hydraulic Model Summary Report will be comprised of a 150-page document inclusive of narratives, tables, figures, and attachments.
- The Final Hydraulic Modeling and Summary Report submitted at the 100% level of completion will be sealed and signed by a Civil Engineer licensed in the State of Washington.

#### **Deliverables**

*Remove and replace as follows.*

- Electronic copy of the Hydraulic Modeling Summary Report to document findings at the 30% and 90% level of design
- Final Sealed Hydraulic Modeling Summary Report

- Draft and Final No-rise Technical Memorandum
- Electronic copies of the final HEC-RAS and SRH-2D model files

### **Task 600 – Design Documentation Report**

*Phase I and II 90% Complete. Amend as follows.*

#### **ENGINEER Services**

*Add the following.*

1. Prepare and submit a 90% DDR for review by the City and County and distribution by the City.

#### **Client Responsibilities**

*Remove and replace as follows.*

- Coordinate timely documentation review and provide no more than two sets of comments to ENGINEER within 14 days of submission for incorporation at the TOC, 60%, 90%, and 100% level of completion.

#### **Assumptions**

*Remove and replace as follows.*

- ENGINEER will track, respond to, and incorporate comments received, as appropriate, on the 60%, 90%, and 100% Design Documentation Report.
- For budgetary purposes, it is assumed that the Design Documentation Report will include a body of approximately 150 to 200 pages and it is anticipated that up to eight (8) Appendices will be included as part of the complete report.
- The Final Design Documentation Report will be sealed and signed by the responsible engineers licensed in the State of Washington.

#### **Deliverables**

*Remove and replace as follows.*

- Electronic copy of the 60%, 90%, and 100% DDR

### **Task 700 – Construction Documentation**

*Phase I and II 95% Complete. Amend as follows.*

#### **Client Responsibilities**

*Remove and replace with the following.*

- Coordinate timely documentation review and provide no more than two sets of comments to ENGINEER within 14 days of submission for incorporation at the 30%, 60%, 90%, 95%, and 100% level of completion.
- Respond to and provide input to design issues and questions identified by the design team.
- Coordinate WSDOT easement requirements and provide additional design requirements to HDR for incorporation.

#### **Assumptions**

*Add the following.*

- Phase II drawings shall include coordination efforts and development of details required for WSDOT easement review and approval.

### **Task 701 – 30% Design**

*Phase I and II 100% Complete. No amendment proposed.*

### **Task 702 – 60% Design**

*Phase I and II 100% Complete. No amendment proposed.*

### **Task 703 – 90% (Phase I and II) and 95% Design (Phase II only)**

*Phase I 100% Complete. Phase II 90% Complete. Add the following.*

- A 95% Design set of drawings will be prepared for Phase II of the project to accommodate the results of coordination efforts and additional details required by WSDOT as part of easement acquisition process.
  - o All assumptions from the 90% design submittal apply.
  - o The 95% set of drawings will require up to four (4) additional detail sheets.
  - o Up to three (3) HDR staff will attend up to five (5) additional 1-hr coordination meetings with WSDOT and the City.
  - o It is assumed that the City will lead WSDOT coordination and easement acquisition efforts supported by the technical details and information provided by HDR.

### **Task 704 – 100% Design**

Phase I 100% Complete. Phase II 0% Complete. No amendment proposed.

### **Task 705 – Preparation of Final Bid Documents**

*Phase I 100% Complete. Phase II 0% Complete. Remove Task 705 and replace as follows.*

ENGINEER will assist the City in preparing Bid Documents for Phase I and Phase II of the Nelson Dam Replacement project. This task will include assistance with incorporation of the final 100% construction drawings, technical specifications, and bid items from the OPCC prepared as part of Task 700 into complete bidding documents with bidding instructions, contract terms, conditions, and general requirements (Divisions 00 and 01) using national EJCDC standards.

#### **Objective**

Complete a set of Phase I and Phase II Bid Documents used to solicit bids from eligible and responsive construction contractors.

#### **ENGINEER Services**

1. Prepare bidding instructions and contract requirements to reflect the requirements of Phase I and Phase II of the Nelson Dam Replacement Project. Modifications may include but are not limited to the following:
  - a. Schedule requirements,
  - b. Bidder qualifications and responsibility criteria,
  - c. Cost Items form that OPCC, Bid Form, and approximate quantities, and
  - d. Description of work.
  - e. Project bid item schedule
2. Incorporate City's standard contract language into Division 0 bidding and contract requirements including:
  - a. Invitation to Bid
  - b. Contract/Agreement
  - c. Contract Bond
  - d. Bid Bond
  - e. Prevailing Wage Requirements
  - f. Non Collusion Declaration
  - g. Certificate of Liability Insurance
  - h. Women and Minority Business Enterprise Policy
3. Development of Division 01 Specifications – General Requirements.
4. Development of Draft and Final bid notices and announcements.
5. Development of 'For Information Only' data



6. Provide sealed, electronically-signed drawings, specifications, and project manual as “Issued for Bid.”

#### **Client Responsibilities**

- Provide the City’s standard MS word compatible bidding instructions, insurance requirements, Division 00 specifications, and any specific Division 01 specifications that are specifically desired by the City.
- Review draft Division 00 and Division 01 documentation and provide tracked changes (MS Word) and/or redline mark-ups (PDF) prior to finalization.

#### **Assumptions**

- Engineering services provided during the bidding process, bidder selection, response to RFIs, and preparation of addenda are included as part of Task 801.
- Division 0 will be prepared using EJCDC standard bidding and contract documentation provided by HDR.
- Division 01 specifications to be prepared using HDR’s Master 6-digit CSI format.
- It is currently assumed that the project would be bid and contracted as a total lump sum or lump sum by schedule of values method.

#### **Deliverables**

- Draft and Final Division 00
- Draft and Final Division 01 specifications
- One Final “camera-ready” sealed and electronically signed .pdf copies of final bid documents including drawings and specification Divisions 00 through 40.
- One Final set of ‘For Information Only’ documents in PDF format.

#### **Task 800 Construction Engineering Services**

*Phase I 15%% Complete. Add the following subtasks 801, 802, 803, 804, and 805.*

Tasks 801 through 805 provide the anticipated engineering services that will be provided throughout the Phase I construction period which is scheduled to be completed by April 2023.

Phase II Construction Engineering Services is not currently budgeted and will be included as a future contract amendment.

#### **Task 801 Bid Support Services**

*Phase I 100% Complete. Add the following subtask 801.*

#### **Task Objective**

- The purpose of this task is to initiate, manage, and complete bidding support services for Phase I of the project as Owner’s Representative.

#### **HDR Services**

1. Provide project description for the advertisements and notices announcing or soliciting bids for the project and coordinate with the Seattle Daily Journal of Commerce to get the advertisement posted.
2. Establish and maintain an HDR SharePoint website to manage registered plan holders and to provide access to bid documents, informational only documents, question and answer matrix, and Addenda.
3. Record all bidder’s questions and develop, with the City’s input, the Engineer’s response. Establish and maintain a Questions and Answer matrix. When approved by the City, make the Questions and Answer matrix available to all registered plan holders for viewing on the HDR SharePoint website.

4. Arrange and conduct one virtual non-mandatory pre-bid conference and one non-mandatory in-person site meeting. Record all questions and requests for additional information, and issue copies of the notes or other documentation to the attendees.
5. As necessary and as approved by the City, prepare and issue up to five (5) Addenda that address bidder questions to the Bidding Documents.
6. Assist the City to evaluate bids received to determine compliance with responsibility criteria established for bidders by HDR and the City as part of Task 705.
7. Prepare Draft and Final Bid Recommendation form and letter based upon final Bid Forms provided by bidders.
8. Assist the City with developing a separate Request for Bid for the procurement of large diameter rock and potential delivery from local quarries.
9. Assist the City with the evaluation and selection of the rock material Bids.

#### **Client Responsibilities**

- Coordinate City's legal representative with HDR regarding recommendations of award that may involve waiver of formalities or irregularities in the Bids.

#### **Assumptions**

- The non-mandatory pre-bid conference will be virtual.
- The non-mandatory in-person site walk will be at the project site.
- Electronic copy of the pre-bid conference agenda and PowerPoint Presentation for up to (8) City and County staff, up to forty-five (45) potential bidders, and Consultant staff will be furnished.
- HDR is responsible for the coordination, invitation, and facilitation of the pre-bid virtual meeting and in-person site-meeting.
- For budgetary purposes, the virtual pre-bid agenda, notes, and attendance assumes 6 hours for three (3) HDR staff.
- For budgetary purposes, the site meeting agenda, notes, and attendance assumes 16 hours for three (3) HDR staff.
- For budgetary purposes, the preparation of addenda assumes 8 hours each for seven (7) HDR staff.
- For budgetary purposes, the review of bids assumes 12 hours each for two (2) HDR staff.

#### **Deliverables:**

- Project specific plan holder SharePoint Site
- Pre-bid conference agenda in pdf format.
- Completed question and response matrix in SharePoint.
- Up to five (5) Addenda transmitted via SharePoint.

#### **Task 802 Engineering Services During Construction**

*Phase I 10% Complete. Add the following subtask 802.*

#### **Task Objective**

- HDR will provide a Project Manager, Construction Contract Lead, and additional technical and administrative staff to administer the construction contract on behalf of the City. HDR will administer the contract in accordance with the terms and conditions of the EJCDC Construction Contract and EJCDC General Conditions. Regular communication with the City and County construction management team will occur through multiple means to communicate construction progress, address construction related issues, and administer the terms of the construction contract as described herein.

#### **ENGINEER Services**

1. Schedule of Values Review: Review Contractor's Schedule of Values (cost breakdown) by comparison to Engineer's Opinion of Probable Construction Cost to establish a reasonably

balanced distribution of costs to the various elements of the total construction to serve as a basis for progress payments and determination of cost impact of changes.

2. Submittal Review: Review shop drawings, diagrams, illustrations, catalog data, schedules and samples, the results of tests and inspections, and other data which the Contractor is required to submit. These shall be reviewed for conformance to the design intent of the Project and for compliance with the information given in the Contract Documents.
3. Request for Information (RFI): Provide responses to questions by the Contractor on the drawings, specifications, or other Contract document.
4. Change Orders: Provide coordination and review to identify the need for minor changes in the Work consistent with the design intent which do not require a change in Contract Time or Contract Price; changes to Work consistent with the design intent which require changes in Contract Price and/or Contract Time; or provide a directive to Contractor when fair and reasonable pricing for a change item cannot be negotiated or when a change item is critical to project schedule. Review and negotiate Contract Price and/or Contract Time with Contractor. Coordinate the combining of change documentation into Change Orders for execution by Contractor and City.
5. Contractor's Application for Payment Review and Processing: Review draft application for payment in comparison to progress of the work. Make notations of deficient work not recommended for payment until corrected; deletion of payment for stored materials and/or equipment which do not have approved shop drawings and/or proper invoices; reduction of value for partially completed items claimed as complete. Execute completed applications for payment indicating amount recommended for payment and transmit to the City of Yakima for processing of payment.
6. Contractor's Baseline Schedule and Updates Review: Review Contractor's Baseline Schedule in accordance with Contract Documents. Review Contractor's monthly schedule updates in accordance with Contract Documents. Provide comments to Contractor through the Shop Drawing process.
7. Contract Administration Meetings
  - a. Pre-Construction Conference: Prepare for and facilitate an in-person Pre-Construction Conference with the City of Yakima, Yakima County, Irrigation Companies, and the Contractor. The purpose of this Conference is to establish a working understanding among parties as to the Work, discuss the construction schedule and activities, discuss site logistical constraints and approaches to good communication, discuss requirements of the permits and environmental protection during the construction contractor's work, discuss the schedule of submittals, discuss the schedule of values, discuss procedures for handling shop drawings and other submittals, discuss procedures for processing applications for payment, discuss requirements for maintaining records, discuss impacts to existing utilities, and discuss other requirements of the Contract Documents.
  - b. Dewatering and Streamflow Bypass Conference: Prepare for and facilitate virtual conference prior to initiating any in-channel construction. The purpose of the conference will be to reiterate the requirements of in-water work as prescribed in permit documents, and to provide additional information to the Contractor regarding anticipated hydraulic conditions and compliance with environmental permits.
  - c. Weekly Construction Progress Meetings: Attend weekly on-site construction meetings between July 2021 through April 2023 with representatives from the Contractor, City, and County construction team to assist in facilitating construction progress. Contractor will present their rolling 3-week look-ahead schedule, discussion of topics related to active construction activities, a review of open and pending RFIs, submittals, field orders, and change orders, and other related topics related to the immediate progress of the construction.

- d. Internal Weekly Construction Progress Meetings: Coordinate and facilitate weekly virtual construction meetings between July 2021 through April 2023 with representatives from the City and County construction team to assist in facilitating construction progress. Discussion topics will include review of construction progress, open and pending RFIs, submittals, field orders, and change orders, and other related topics related to the immediate progress of the construction.
  - e. Technical Coordination Meetings: Coordinate, facilitate, and/or attend impromptu meetings required to address ongoing construction related topics with the City, County, and/or Contractor.
8. Document Management System: Maintain an electronic Document Management System (DMS) for receiving, logging, and tracking project electronic files using the Newforma platform. Electronic files to be included but not limited to daily field reports, digital photographs, , contractor payment certifications, submittals, RFIs, schedules, Field Orders, Change Proposal Requests, Work Change Directives, Change Orders, and correspondence between Consultant, Contractor, utility companies/agencies, other parties, County, and City.

#### **Client Responsibilities**

- City Project Manager and/or City representatives, as designated, will attend site visits, conferences, meetings, field observations, etc. as needed or as desired to assure City project objectives are achieved.
- Attend initial construction conferences, design and construction progress and other job-related meetings, and Substantial Completion and final payment inspections.
- Provide, as required for the Project:
  - o Accounting, bond and financial advisory, and insurance counseling services.
  - o Legal services regarding issues pertaining to the Project as the City requires, the Contractor raises, or HDR reasonably requests.
  - o Auditing services as the required by the City.

#### **Assumptions**

The level of effort is based upon a time and materials budget, as authorized/requested by the City and with the following assumptions:

- The construction duration is assumed to be from approximately July 2021 through April 2023.
- All correspondence relating to the review and response of Submittals, RFIs, Change Orders, Schedules, Application for Payment, will be performed electronically through the DMS.
  - o HDR Team, City, County, and Contractor will be provided access to HDR's Newforma Document Management System.
  - o HDR Team will not maintain a hard copy of documentation in addition to the Document Management System.
  - o For budgetary purposes, it is assumed that it will take an average of four (4) hours per week of administrative time to maintain the DMS.
- HDR Team Staff:
  - o Construction engineering services requires the participation of multiple engineering disciplines and design engineers. Specific HDR team members providing services related to this task will vary as appropriate to complete the services described up to the budget allocated for this task. Estimated budget is described in the document reviews provided below.
- Submittal Review
  - o Contractor will prepare a listing of submittals and dates of expected submittal, coordinated with supply contract schedules to allow adequate time for review, resubmittal, and review to meet the construction schedule.
  - o It is assumed that up to 500 submittals will require administration, review, and response development at an average budget of 3-hours per submittal spread between multiple HDR disciplines.

- o HDR will coordinate participation and external reviews with representatives from the City and County when required.
- Request for Information
  - o It is assumed that up to 125 RFIs will require administration, review, and response development at an average budget of 2-hours per RFI spread between multiple HDR disciplines.
  - o HDR will coordinate participation and external reviews with representatives from the City and County when required.
  - o Actual review and response time may vary depending upon clarity and complexity of the RFI.
- Change Orders
  - o HDR will process and review up to 25 change orders and assist the City in negotiation of each change order. It is estimated that, on average, it will take six (6) hours to prepare, process, and negotiate pricing per occurrence.
  - o Change Orders – A document which is signed by the Contractor and Owner and authorizes an addition, deletion, or revision in the work that impacts Contract Price or Contract Time. Change Orders will incorporate the following items:
    - o Field Orders – minor changes to the Contract Documents directed by the City or HDR CM that do not impact Contract Price or Contract Time.
    - o Work Change Directives – changes to the Contract Documents directed by the City in the field that impact Contract Price and/or Contract Time with the work being performed on Time and Materials.
    - o Change Proposal Requests – requests by the Contractor or Owner to change the Contract Documents that require agreement on changes to Contract Price or Contract Time prior to proceeding with the work.
  - o HDR has not included budget to review hazardous material issues. Additional budget may be required should they arise during construction.
- Contractor's Application for Payment Review
  - o The draft and final payment application requests will be submitted by Contractor each month on days agreed upon to meet the City's payment processing schedule.
  - o HDR Team's recommendations for payment can be modified until final payment is approved and authorized by the City.
  - o Up to 24 payment applications will be reviewed by HDR.
  - o For purposes of estimating, it is assumed that each payment application will take 3 hours to review and process.
  - o City will collect certified payroll information from Contractor and conduct payroll interviews if required.
- Construction Administration Meetings
  - o Pre-Construction Conference
    - o Assume HDR will coordinate, facilitate, prepare agenda and meeting notes.
    - o Budget assumes up to two (2) HDR team members attending in person 2-hour meeting in Yakima, WA.
    - o Budget includes travel expenses.
  - o Dewatering and Streamflow Bypass Meetings
    - o Assume HDR will coordinate and facilitate up to three (3) virtual meetings.
    - o Budget assumes up to four (4) HDR team members spread between different disciplines for each 1.5-hour meeting.
  - o Weekly Construction Progress Meetings
    - o Assumes that Construction Contractor will coordinate and facilitate up to 100 1-hr meetings.
    - o HDR budget assumes that at least one HDR staff will attend in person for 75 meetings, and one will attend virtually for all 100 meetings.
    - o Budget includes travel expenses for 75 meetings.

- o Internal Weekly Construction Progress Meetings
  - o Assumes that HDR will coordinate, prepare agenda, and record meeting notes for up to 100, 1-hr, virtual meetings.
  - o HDR budget assumes that up to three (3) staff will attend each meeting.
- o Technical Coordination Meetings
  - o Assumes that HDR will attend general technical coordination meetings on an impromptu basis up to an allocated budget.
  - o HDR budget assumes that up to two (2) HDR staff will attend up to 50 additional 1-hr meetings.
  - o Meetings are assumed to be virtual, and no travel expenses are included.
- City has the sole responsibility to authorize changes to the construction contract. City will provide HDR team with copies of fully executed Change Orders after signed by City and Contractor.
- Additional or extended services will be provided under a separate negotiated contract amendment during construction if necessary, do to circumstances beyond the control of HDR.

#### **Deliverables**

- Newforma Document Management System (DMS) administration
- Electronic copies of contractor Submittals and Submittal responses transmitted via the DMS
- Electronic copies of contractor Requests for Information and responses transmitted via the DMS
- Electronic copies of Change Proposal Requests transmitted via the DMS
- Recommendations for Contractor's Application for Payment transmitted via the DMS
- Electronic copies of Change Order review comments and negotiated Change Orders transmitted via the DMS
- Electronic copies of Agenda and Meeting Notes for the Pre-Construction Conference and Internal Weekly Construction Meetings

#### **Task 803 On-Site Engineering and Observation Services**

*Phase I 5% Complete. Add the following subtask 803.*

##### **Task Objective**

- Provide discipline specific in-person oversight of key construction activities and material placement throughout the course of construction and provide visual interpretations to supplement daily inspections/observations being performed by the County Inspection Team.

#### **ENGINEER Services**

1. Observe specific activities and material placements being performed at the construction site by the Construction Contractor and identify conditions or materials that may not be in conformance with the construction contract. Observations will be performed by applicable engineering discipline leads for the following anticipated activities.
  - a. Establishing clearing limits (assume two (2) days)
  - b. Construction isolation, river bypass construction, dewatering and fish relocation (assume ten (10) days)
  - c. General earthwork including excavation, improvements, sorting, stockpiling, import, placement, and compaction of aggregate, soil, and earth (assume ten (10) days)
  - d. Foundation conditions prior to the placement of rock foundations, rock slope protection, concrete slabs, and structures (assume six (6) days)
  - e. Rock extraction, sorting, and stockpiling at selected quarries (assume six (6) days)
  - f. Rock selection and placement at the project site (assume fifteen (15) days)
  - g. Concrete forming, reinforcement steel, and miscellaneous metal embeds (assume ten (10) days)
  - h. Structural concrete placement for sluiceway, intake, and ramp (assume ten (10) days)
  - i. Installation of steel components such as trashracks, grating support, grating surfaces, and guardrails (assume ten (10) days)

- j. Utility building construction including slabs floor, walls, roofing, doors, and hardware (assume three (3) days)
  - k. Mechanical equipment including fish screens, water control gates, sediment resuspension systems, flow and water level measurement devices, pumps, compressors, and HVAC (assume fifteen (15) days)
  - l. Pilot channel configuration and grading (assume two (2) days)
2. Prepare field reports to document activities observed and coordinate with County Inspection Team to address non-conformance items, conflict resolution, and/or corrections when necessary.

#### **Client Responsibilities**

- None identified

#### **Assumptions**

- The level of effort is based upon an initial allowance and to be expended on a time and materials budget as described below:
  - o Level of effort assumed to require 100 days on-site (see assumed number of days in list of services) of which 70% is assumed can occur and be accounted for during attendance at weekly construction meetings. Therefore, initial budget is based upon 30 additional days of on-site observation.
  - o Budget assumes that up to two (2) HDR staff may attend on average during the additional on-site observation days.
  - o Travel expenses to the project location are included.
  - o Lodging and overnight expenses are assumed for up to 30 occurrences.
  - o This task requires the participation of multiple engineering disciplines and design engineers. Specific HDR team members providing services related to this task will vary as appropriate to complete the services described.
  - o Additional effort beyond the initial allowance will require a contract amendment to be initiated later if required.
  - o The City reserves the right to request an increase or decrease in the level of effort based upon construction progress and complexity.

#### **Deliverables**

- Field reports, photographs, and recommendations for correction.

#### **Task 804 Start-Up and Commissioning**

*Phase I 0% Complete. Add the following subtask 804.*

#### **Task Objective**

- The start-up and commissioning process tests the system for compliance with design objectives, project operations intent, and coordinates with the City's operations system.
- HDR will provide HDR Team design staff on site to coordinate testing activities and observe operations to gauge compliance with design and operations intent.

#### **ENGINEER Services**

1. Review and approve equipment supplier training agendas and training material outlines as provided by Contractor. Coordinate vendor training schedule with Contractor and City staff.
2. Observe Manufacturer's Field Services and training of City personnel required by the Contract Documents to be performed by the Contractor.
3. Provide Startup, Pre-Demonstration, and Demonstration testing coordination between Contractor, HDR's team and City staff during testing/acceptance/balancing/tuning of new equipment.
4. Attend and document Pre-Demonstration and Demonstration periods.
5. Administer Vendor-Supplied Operations & Maintenance Manual Reviews

- a. Receive, log, and maintain vendor-supplied O&M manual documents in the DMS.
- b. Conduct review of vendor-supplied O&M manual transmittal form and manual contents to confirm Contractor's compliance with administrative requirements and distribute to appropriate HDR team member(s) for review.
- c. Review vendor-supplied manuals for compliance with the specifications.
- d. Provide written comments or approval to Contractor.
- e. Obtain from Contractor the required number of hard copies for distribution and project files.

#### **Client Responsibilities**

- City will provide Operations staff on site as needed to observe and work with Contractor to coordinate testing and communicate system operations coordination with City operations control center systems and methods.

#### **Assumptions**

- The level of effort is based upon an initial allowance to be expended on a time and materials budget as described below:
  - o Level of effort assumed to require 15 days on-site.
  - o Budget assumes that up to three (3) HDR staff may attend on average during the additional on-site observation days.
  - o Travel and lodging expenses to the project location are included.
  - o This task requires the participation of multiple engineering disciplines and design engineers. Specific HDR team members providing services related to this task will vary as appropriate to complete the services described.
  - o Additional effort beyond the initial allowance will require a contract amendment to be initiated later if required.
  - o The City reserves the right to request an increase or decrease in the level of effort based upon construction progress and complexity.

#### **Deliverables**

- Reviewed and completed Manufacturer Field Service Reports.
- Reviewed and completed training agendas and training material outlines.
- Field report describing observations during startup and commissioning activities.
- Final reviewed and accepted vendor supplied Operations and Maintenance Manuals.

### **Task 805 Construction Close-Out and Operations & Maintenance Manual**

*Phase I 0% Complete. Add the following subtask 805.*

#### **Objective**

- Coordinate project approvals and close-out as described in the contract documents.
- Prepare record drawings, final records, and project files for the project.
- Prepare a facility operations and maintenance manual for the full project.

#### **ENGINEER Services**

1. Perform Substantial Completion Inspections
  - a. Receive and review Contractor's required substantial completion submittal, and determine if Project is ready for substantial completion inspection, including:
    - Develop substantial completion submittal checklist.
    - Verify submittal of required documents.
    - Review Contractor's punch list and HDR's progressive list of incomplete and deficient items and determine if the substantial completion inspection is appropriate in accordance with Contract requirements.
    - Schedule substantial completion inspection or notify Contractor that the Work has not progressed to point of substantial completion as defined by the Contract Documents.



- b. Coordinate, conduct and document the substantial completion inspection and issuance of the Certificate of Substantial Completion including:
    - Notify City and design team members of date of substantial completion inspection.
    - Prepare and distribute the punch list format to the parties conducting the inspection.
    - Conduct the substantial completion inspection.
    - Compile the punch list and identify the tentative date of substantial completion and prepare and issue tentative Certificate of Substantial Completion to City for review and concurrence.
    - If there are multiple portions of the Work with different substantial completion dates, prepare a summary of the dates of expiration of the various Correction Periods.
    - Upon concurrence of City, issue the definitive Certificate of Substantial Completion and punch list setting the date of Substantial Completion.
  - c. Review progress of corrective action on punch list items and periodically update and re-issue the punch list and issuance of Certificate of Substantial Completion for the entire or designated portions of the Work.
2. Final Completion Inspection
    - o Receive and review Contractor's required final completion submittal.
    - o Coordinate and attend the final inspection meeting and physical walk-through of the Project, including:
      - o Schedule the final inspection date and notify Contractor, City and any Regulatory Agencies.
      - o Assemble the final completion submittal documents, required by the Contract Documents, for the final inspection meeting and review them with the various parties.
      - o Conduct, document and distribute the findings of the final inspection.
      - o Collect close-out documents required by the Contract Documents and electronically transmit to the City and Contractor via the DMS.
      - o Transmit Contractor's Final Application and Certificate for Payment to City for processing by City.
  3. Provide oversight and prepare Draft and Final Record Drawings
    - o Perform monthly check-ins with the Contractor, City's Project Manager, County Inspection Team for the sole purpose of reviewing the Contractor's progress in producing and maintaining redlines associated with the Project Record Drawings.
  4. Prepare Draft and Final Project Operations & Maintenance Manual.
    - o The Project O&M Manual will provide the following minimum information:
      - An overall narrative describing the principal operation of the system.
      - An overview of all components, their relationship to each other and the overall system.
      - A list of anticipated routine inspections, operations, and preventative maintenance of the facility and each facility component.
      - A preventative maintenance schedule for each major piece of equipment at the facility.
      - The manual will reference vendor supplied equipment O&M manuals which will be housed under a separate cover.
      - Pictures and diagrams of the facility.
  5. HDR Team will provide a consolidated set of project records including record drawings (from red lines provided by the Contractor), correspondence files, meeting notes, submittal files, RFI's and responses, change order records and approvals, and design change documentation for the construction project.

#### **Client Responsibilities**

- Participate in Substantial Completion and Final Completion Inspections, list reviews, and observe that corrections have been made to the City's satisfaction.

- Provide final approval of Substantial Completion and Final Completion recommendations and certification letters prepared by HDR.
- Review and provide comments on Draft Record Drawings and Operations and Maintenance Manuals.

### **Assumptions**

- Substantial Completion and Final Completion documentation will be prepared commensurate with the requirements outlined in the Construction Contract.
- Record Drawings will be prepared for information only as follows:
  - Content of Record Drawings and CAD files will be based on information provided by the Contractor as well as Daily Field Reports, Submittals, RFI responses, Change Orders, and other documents relating to plan changes occurring during construction.
  - Topographic and Utility Information such as valves, meters, rims (CB, Manholes etc.) and inverts are collected in the field by a licensed Land Surveyor.
  - The revision box shall identify the drawing as a Record Drawing with the date of submission.
  - Major changes, such as completely revised drawing sheets, supplemental sheets, or sketches, that shall replace or supplement the original design sheets, are not included as part of the anticipated level of effort. The level of effort assumes modifications using red-lines and submittal information only.
  - A Record Drawing stamp will be added to each sheet in the plan set so that the HDR Team and City can sign the Record Drawing plan set.
  - CAD formatting standards shall be the same as those used for the design phase.
- Operation and Maintenance Manual will be prepared as follows:
  - Will be prepared based upon the consolidated content of design documentation, record drawings, Manufacturer EO&M manuals, results of start-up activities, and previous calculations prepared as part of design.
  - For budgeting purposes, the Project O&M Manual is assumed to have a body of approximately 100 pages with three (3) appendices under separate cover resulting in a total length of approximately 500 pages.

### **Deliverables**

- Electronic copies of Substantial Completion Checklists and Certifications transmitted via the DMS
- Electronic copies of Final Completion Checklists and Certifications transmitted via the DMS
- Electronic Record Drawings in PDF and AutoCAD files formats
- Electronic copies of Project O&M Manual and Appendices in PDF and MS Word formats
- Two hardcopies of the Manufacturer EO&M Manuals bound in Three-Ring Binders.

### **Task 900 - Permitting Support**

*Phase I and II 95% complete. Amend as follows.*

### **Task 901 – Internal Environmental Kickoff Meeting**

*Phase I and II 100% Complete. No amendment proposed.*

### **Task 902 – Agency Outreach and Coordination**

*Phase I and II 100% Complete. No amendment proposed.*

### **Task 903 – Environmental Field Work**

*Phase I and II 100% Complete. No amendment proposed.*

### **Task 904 – Documentation/Reports**

*Phase I and II 100% Complete. No amendment proposed.*

## **Task 905 – Federal and State Application Preparation**

*Phase I and II 100% Complete. No amendment proposed.*

## **Task 906 – Local Permit Preparation**

*Phase I and II 100% Complete. Amended as follows.*

### **Assumptions**

- Phase 1 construction has been exempted from county shoreline and demolition permit requirements, and no modifications to those exemption determinations will be required.
- Phase 1 construction will not require new SEPA analysis.

## **Task 907 – Permit Coordination and Support**

*Phase I and II 90% complete. Amend as follows.*

ENGINEER's permitting team will provide continuing support during agency review of applications and permit submittals for Phase I and Phase II projects through April 2023.

### **Objective**

*Remove and replace as follows.*

- Facilitate an efficient and organized permit submittal and acquisition process for Phase I and Phase II projects.

### **Assumptions**

*Add the following.*

- For portions of the pipeline that extend into the city of Yakima limits, including the pipeline crossing of Cowiche Creek, the City will assume all local permitting responsibilities.
- On-going Phase 2 design will not require adjustments to the original study area for environmental and cultural resources, or substantive changes to the in-water work at Cowiche Creek. If changes to the study area occur, effort associated with inclusion of the new area will require a contract amendment at a future date.
- The USACE permit for Phase 2 construction (nationwide permit 58) expires on March 14, 2026 and the HPA for the full project, including Phase 2, expires on October 26, 2025. If Phase 2 is not completed by these expiration dates, new permits will be required. The preparation of future applications to support such new permits is not included under this scope of services.

## **Task 908 – Environmental Compliance Support During Phase 1 Construction**

*Phase I 10% Complete. Add the following subtask 908.*

ENGINEER's permitting lead will participate in weekly construction status meetings and provide environmental compliance support for the duration of Phase I construction. Environmental compliance services for Phase II construction will be included as part of a future contract amendment.

### **Objective**

- Coordinate with on-site construction leads to determine if construction means and methods comply with existing environmental authorizations and maintain communication with regulators to develop strategies to acquire amendments, as necessary.

### **ENGINEER Services**

1. Attend weekly internal and external construction meetings for duration of Phase 1.
2. Conduct follow up with regulatory staff as needed to determine process to obtain coverage for any substantive changes in stream/wetland impact areas, design details, or means and methods not covered during the initial permitting phase.
3. Prepare for and attend up to two (2) one-hour regulatory meetings with regulatory staff, as required, to provide status updates on project. Meetings to be held virtually.

4. Organize and coordinate materials necessary to make timely submittals, as required, for amendments.
5. Attend up to one (1) onsite meeting with regulatory agencies to walk through progress in summer of 2022.

**Client Responsibilities**

- Attend agency coordination meetings and develop project communications as required.
- Submit permit amendment documents, as required, and provide review of documentation.

**Assumptions**

- In-water construction will be completed by February 28, 2023, and within the current validity periods for the USACE 404 permit and the WDFW HPA. No extensions for these permits will be required for Phase 1. If work extends past February 28, 2023, a USACE permit extension, or a new permit, will be required. Preparation of new permit applications are not included in this scope of services.
- Limited new analyses of impacts on sensitive environmental resources (e.g., ESA species) will be required for this task.
- New report deliverables, if required, will be limited to email communications and one round of JARPA revisions. JARPA revisions will be submitted using track changes and previous figures and text, to request coverage for any substantive changes to project footprint or cut/fill quantities.
- Special inspections and observations associated with in-field reviews of active in-river work is included as part of Task 803 Special Inspection and Observation Services.

**Deliverables**

- E-mail type contact reports documenting miscellaneous communications with regulatory staff
- One (1) round of JARPA revisions as described under assumptions.

**Task 1000 – Project Management and Administration**

*50% Complete. Amend as follows.*

**Assumptions**

*Revise as follows.*

- The project duration is assumed to continue to June 1, 2023.

**Deliverables**

*Add as follows.*

- Revised project management plan.

## EXHIBIT "C"

### SCHEDULE OF RATES

Monthly invoices are to be paid on a time and material basis based upon the following classifications and rates.

Title	Billing Rate
EIT - Level 1	\$ 109.00
EIT - Level 2	\$ 125.00
EIT - Level 3	\$ 141.00
Engineer - Level 1	\$ 144.00
Engineer - Level 2	\$ 160.00
Engineer - Level 3	\$ 176.00
Engineer - Level 4	\$ 192.00
Engineer - Level 5	\$ 208.00
Senior Engineer - Level 1	\$ 224.00
Senior Engineer - Level 2	\$ 240.00
Senior Engineer - Level 3	\$ 256.00
Senior Engineer - Level 4	\$ 272.00
Senior Engineer - Level 5	\$ 288.00
Senior Engineer - Level 6	\$ 304.00
Senior Engineer - Level 7	\$ 336.00
Senior Engineer - Level 8	\$ 368.00
Biologist - Level 1	\$ 128.00
Biologist - Level 2	\$ 160.00
Biologist - Level 3	\$ 185.00
Biologist - Level 4	\$ 210.00
CAD - Level 1	\$ 96.00
CAD - Level 2	\$ 112.00
CAD - Level 3	\$ 128.00
CAD - Level 4	\$ 144.00
CAD - Level 5	\$ 160.00
CAD - Level 6	\$ 176.00
CAD - Level 7	\$ 192.00
Project Controller/Assistant - Level 1	\$ 96.00
Project Controller/Assistant - Level 2	\$ 112.00
Project Controller/Assistant - Level 3	\$ 128.00
Project Controller/Assistant - Level 4	\$ 144.00
Project Controller/Assistant - Level 5	\$ 160.00
Project Manager - Level 1	\$ 176.00
Project Manager - Level 2	\$ 208.00
Project Manager - Level 3	\$ 240.00
Senior Project Manager - Level 1	\$ 256.00
Senior Project Manager - Level 2	\$ 288.00
Senior Project Manager - Level 3	\$ 320.00
Deputy Project Manager - Level 1	\$ 160.00
Deputy Project Manager - Level 2	\$ 192.00
Deputy Project Manager - Level 3	\$ 224.00
Managing Principal - Level 1	\$ 288.00
Managing Principal - Level 2	\$ 320.00
Managing Principal - Level 3	\$ 368.00
QA/QC - Level 1	\$ 240.00
QA/QC - Level 2	\$ 336.00

QA/QC - Level 3	\$ 384.00
GIS Analyst - Level 1	\$ 96.00
GIS Analyst - Level 2	\$ 134.00
GIS Analyst - Level 3	\$ 173.00
Environmental Scientist/Planner - Level 1	\$ 96.00
Environmental Scientist/Planner - Level 2	\$ 118.00
Environmental Scientist/Planner - Level 3	\$ 144.00
Environmental Scientist/Planner - Level 4	\$ 173.00
Senior Environmental Scientist/Planner - Level 1	\$ 195.00
Senior Environmental Scientist/Planner - Level 2	\$ 214.00
Senior Environmental Scientist/Planner - Level 3	\$ 237.00
Senior Environmental Scientist/Planner - Level 4	\$ 262.00
Architect - Level 1	\$ 109.00
Architect - Level 2	\$ 141.00
Architect - Level 3	\$ 173.00
Architect - Level 4	\$ 205.00
Construction Manager - Level 1	\$ 208.00
Construction Manager - Level 2	\$ 240.00
Construction Manager - Level 3	\$ 272.00
Construction Manager - Level 4	\$ 304.00
Construction Inspector - Level 1	\$ 160.00
Construction Inspector - Level 2	\$ 176.00
Construction Inspector - Level 3	\$ 208.00