

AGENDA
SHAWNEE MUNICIPAL AUTHORITY
February 3, 2020 AT 6:00 P.M.
COMMISSION CHAMBERS AT CITY HALL
SHAWNEE, OKLAHOMA

CALL TO ORDER

DECLARATION OF A QUORUM

1. Consider approval of Consent Agenda:
 - a. Minutes from the January 21, 2020 regular meeting.
 - b. Authorize staff to enter into an agreement with Holloway, Updike, and Bellen, Inc. for engineering consulting services.
2. New Business

(Any matter not known or which could not have been reasonably foreseen prior to the posting of the agenda)
3. Adjournment

Respectfully submitted

Lisa Lasyone, CMC, City Clerk

Shawnee Municipal Authority

1. a.

Meeting Date: 02/03/2020

Minutes

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Minutes from the January 21, 2020 regular meeting.

Fiscal Impact

Attachments

Minutes

THE TRUSTEES OF THE SHAWNEE MUNICIPAL AUTHORITY OF THE CITY OF SHAWNEE, COUNTY OF POTTAWATOMIE, STATE OF OKLAHOMA, MET IN REGULAR SCHEDULED SESSION IN THE COMMISSION CHAMBERS AT CITY HALL, 9TH AND BROADWAY, SHAWNEE, OKLAHOMA, TUESDAY, JANUARY 21, 2020, DURING THE BOARD OF CITY COMMISSIONERS MEETING AT 6:00 P.M., PURSUANT TO NOTICE DULY POSTED AS PRESCRIBED BY LAW AT 9:45 A.M. ON JANUARY 17, 2020. UPON ROLL CALL, A QUORUM WAS DECLARED WITH THE FOLLOWING MEMBERS IN ATTENDANCE:

PRESENT: Bolt, Gillham, Harrod, Finley, Rutherford, Sehorn, Salter

ABSENT: None

Call to Order

Declaration of a Quorum

AGENDA ITEM NO. 1: Consider approval of Consent Agenda:

- a. Minutes from the December 16, 2019 regular meeting.

A motion was made by Trustee Gillham, seconded by Trustee Bolt, to approve Consent Agenda Item No. 1(a). Motion carried 7-0.

AYE: Gillham, Bolt, Harrod, Finley, Rutherford, Sehorn, Salter

NAY: None

AGENDA ITEM NO. 2: New Business (Any matter not known or which could not have been reasonably foreseen prior to the posting of the agenda)

There was no New Business.

AGENDA ITEM NO. 3: Adjournment

There being no further business to be considered, the meeting was adjourned by power of the Chair. (6:31 p.m.)

RICHARD FINLEY, CHAIRMAN

ATTEST:

LISA LASYONE, SECRETARY

DRAFT

Shawnee Municipal Authority

1. b.

Meeting Date: 02/03/2020

Contract

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Authorize staff to enter into an agreement with Holloway, Updike, and Bellen, Inc. for engineering consulting services.

Fiscal Impact

Attachments

Agreement

**AGREEMENT
FOR
ENGINEERING SERVICES
FOR
WATER TREATMENT PLANT IMPROVEMENTS**

THIS AGREEMENT, including Attachments, between the Shawnee Municipal Authority, (Owner) and Holloway, Updike and Bellen, Inc. (Engineer);

W I T N E S S E T H :

WHEREAS, Owner intends to construct the following improvements:

PROJECT:

Water Treatment Plant Expansion: Construction of facilities required to expand the water treatment plant capacity including new process building with four (4) clarifiers and eight (8) filters, powder-activated carbon feed system, sitework, electrical, Supervised Control and Data Acquisition System (SCADA) and other associated improvements.

WHEREAS, Owner requires certain engineering services (the Services) in connection with the Project; and,

WHEREAS, Engineer is prepared to provide the Services;

NOW THEREFORE, in consideration of the promises contained in this Agreement, Owner and Engineer agree as follows:

ARTICLE 1 - EFFECTIVE DATE

The effective date of this Agreement shall be the _____ day of _____, 2020.

ARTICLE 2 - GOVERNING LAW

This Agreement shall be governed by the laws of the State of Oklahoma.

ARTICLE 3 - SERVICES TO BE PERFORMED BY ENGINEER

Engineer shall perform the Services described in Attachment A, Scope of Services. During the construction phase, the Engineer shall be the Owner's agent and representative with respect to all services of the Engineer that are required or authorized by the construction documents.

ARTICLE 4 - COMPENSATION

Owner shall pay Engineer in accordance with Attachment B, Compensation.

ARTICLE 5 - OWNER'S RESPONSIBILITIES

Owner shall be responsible for all matters described in Attachment C, Owner's Responsibilities and Special Conditions.

ARTICLE 6 - STANDARD OF CARE

Engineer shall perform the Services undertaken in a manner consistent with the prevailing accepted standard for similar services with respect to projects of comparable function and complexity, and with the applicable laws and regulations published and in effect at the time of performance of the Services. Other than the obligation of the Engineer to perform in accordance with the foregoing standard, no warranty, either express or implied, shall apply to the Services to be performed by the Engineer pursuant to this Agreement or the suitability of Engineer's work product.

ARTICLE 7 - LIABILITY AND INDEMNIFICATION

7.1 General. Having considered the potential liabilities that may exist during the performance of the Services, the benefits of the Project, and the Engineer's fee for the Services; and in consideration of the promises contained in this Agreement, Owner and Engineer agree to allocate and limit such liabilities in accordance with this Article.

7.2 Indemnification. Engineer agrees to defend, indemnify, and hold harmless the Owner, its agents and employees, from and against legal liability for all claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are caused by its failure to perform its obligations under this agreement or by its negligent acts, errors, or omissions.

7.3 Survival. Upon completion of all Services, obligations, and duties provided for in this Agreement, or if this Agreement is terminated for any reason, the terms and conditions of this Article shall survive.

ARTICLE 8 - INSURANCE

During the performance of the Services under this Agreement, Engineer shall maintain the following insurance:

- (1) General Liability Insurance, with a combined single limit of \$1,000,000 for each occurrence and \$1,000,000 in the aggregate.
- (2) Automobile Liability Insurance, with a combined single limit of \$1,000,000 for each accident.
- (3) Workers' Compensation Insurance and Employer's liability Insurance in accordance with statutory requirements.
- (4) Professional Liability Insurance, with a limit of \$2,000,000 annual aggregate.

Engineer shall, upon written request, furnish Owner certificates of insurance which shall include a provision that such insurance shall not be canceled without at least thirty days' written notice to Owner. All Project contractors shall be required to include Owner and Engineer as additional insureds on their General Liability insurance policies, and shall be required to indemnify Owner and Engineer to the same extent.

ARTICLE 9 - LIMITATIONS OF RESPONSIBILITY

Engineer shall not be responsible for: (1) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project; or (2) procuring permits, certificates, and licenses required for any construction unless such responsibilities are specifically assigned to Engineer in Attachment A, Scope of Services.

ARTICLE 10 - LIMITATIONS OF RESPONSIBILITIES FOR ACTS OF OTHERS

Provided that the Engineer has acted in good faith, Engineer shall not be liable to Owner for breach of contract or for negligent error or omission in failing to detect, prevent, or report the failure of any contractor, subcontractor, vendor, or other project participant to fulfill contractual or other responsibilities to the Owner, failure to finish or construct the Project in accordance with the plans and specifications, or failure to comply with federal, state, or local laws, ordinances, regulations, rules, codes, orders, criteria, or standards.

ARTICLE 11 - OPINIONS OF COST AND SCHEDULE

Since Engineer has no control over the cost of labor, materials, or equipment furnished by others, or over the resources provided by others to meet Project schedules, Engineer's opinion of probable costs and of Project schedules shall be made on the basis of experience and qualifications as a professional engineer. Engineer does not guarantee that proposals, bids, or actual Project costs will conform to Engineer's cost estimates or that actual schedules will conform to Engineer's projected schedules. Engineer shall complete the services within the time frame outlined on Attachment D, Schedule, subject to conditions which are beyond the control of the Engineer.

ARTICLE 12 - REUSE OF DOCUMENTS

All documents, including, but not limited to, drawings, specifications, and computer software prepared by Engineer pursuant to this Agreement are instruments of service in respect to the Project. They are not intended or represented to be suitable for reuse by Owner or others on extensions of the Project or on any other project. Any reuse without prior written verification or adaptation by Engineer for the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Engineer and Owner shall be deemed to have assumed the risk of such unauthorized reuse. Any verification or adaptation of documents will entitle Engineer to additional compensation at rates to be agreed upon by Owner and Engineer.

ARTICLE 13 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Except as otherwise provided herein, engineering documents, drawings, and specifications prepared by Engineer as part of the Services shall become the property of Owner provided, however, that Engineer shall have the unrestricted right to their use. Engineer shall retain its rights in its standard drawing details, specifications, data bases, computer software, and other proprietary property. Rights to intellectual property developed, utilized, or modified in the performance of the Services shall remain the property of Engineer. The Owner may use said documents for their own use at no cost to the Owner.

ARTICLE 14 - TERMINATION

This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The nonperforming party shall have fifteen calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

Owner may terminate or suspend performance of this Agreement for Owner's convenience upon written notice to Engineer. Engineer shall terminate or suspend performance of the Services on a schedule acceptable to Owner. If termination or suspension is for Owner's convenience, Owner shall pay Engineer for all the Services performed and termination or suspension expenses in such amount as agreed upon by the Owner and Engineer.

ARTICLE 15 - DELAY IN PERFORMANCE

Neither Owner nor Engineer shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods, earthquakes, fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either Owner or Engineer under this Agreement.

Should such circumstances occur, the nonperforming party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

ARTICLE 16 - COMMUNICATIONS

Any communication required by this Agreement shall be made in writing to the addresses specified below with a copy to the Owner's attorney:

Engineer: Holloway, Updike and Bellen, Inc.
 818 Eastside Boulevard
 P.O. Box 1543
 Muskogee, OK 74402
 Attention: Jay Updike, President

Owner: Shawnee Municipal Authority
 P.O. Box 1448
 Shawnee, OK 74802
 Chance Allison, Manager

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Engineer and Owner.

ARTICLE 17 - WAIVER

A waiver by either Owner or Engineer of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

ARTICLE 18 - SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

ARTICLE 19 - INTEGRATION

This Agreement represents the entire and integrated Agreement between Owner and Engineer. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement.

ARTICLE 20 - SUCCESSORS AND ASSIGNS

To the extent permitted by Article 21, Owner and Engineer each binds itself and its successors and assigns to the other party to this Agreement.

ARTICLE 21 - ASSIGNMENT

Neither Owner nor Engineer shall assign its duties under this Agreement without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Article shall prevent Engineer from employing independent consultants, associates, and subcontractors to assist in the performance of the Services.

ARTICLE 22 - THIRD PARTY RIGHTS

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than Owner and Engineer.

ARTICLE 23 – CHOICE OF LAW, JURISDICTION AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma without giving effect to any choice or conflict of law provision or rule (whether of the State of Oklahoma or any other jurisdiction). Any legal suit, action or proceeding arising out of or based upon this Agreement, the other transaction documents

contemplated hereby or thereby shall be instituted in the District Court of Pottawatomie County, State of Oklahoma.

ARTICLE 24 – AUTHORIZATION TO PROCEED

The Engineer is authorized to proceed upon execution of this agreement.

IN WITNESS WHEREOF, Owner and Engineer have executed this Agreement.

OWNER:
SHAWNEE MUNICIPAL AUTHORITY

ENGINEER:
HOLLOWAY, UPDIKE AND BELLEN,
INC.

Chairman

President

(SEAL)

(SEAL)

ATTEST: _____
Secretary

ATTEST: _____
Secretary

**ATTACHMENT A
TO
AGREEMENT FOR ENGINEERING SERVICES
BETWEEN
SHAWNEE MUNICIPAL AUTHORITY, OWNER
AND
HOLLOWAY, UPDIKE AND BELLEN, INC., ENGINEER
FOR
WATER TREATMENT PLANT IMPROVEMENTS**

SCOPE OF SERVICES

I. SCOPE OF THE PROJECT

The projects consist of the design and construction of the following improvements:

Water Treatment Plant Expansion: Construction of facilities required to expand the water treatment plant capacity including new process building with four (4) clarifiers and eight (8) filters, powder-activated carbon feed system, sitework, electrical, Supervised Control and Data Acquisition System (SCADA) and other associated improvements.

It is anticipated that separate contract documents will be prepared for each scope item above and that two construction contracts will be administered.

II. SCOPE OF SERVICES

A. Engineering Report and Environmental Information Document:

1. The Engineer shall prepare an Engineering Report (ER) addressing the proposed improvements in accordance with Oklahoma Department of Environmental Quality (ODEQ) and Funding Agency Coordinating Team (FACT) requirements.
2. The Engineer shall prepare an Environmental Information Document (EID) addressing the proposed improvements in accordance with Funding Agency Coordinating Team (FACT) requirements, coordinate the Agency notification and response process, and coordinate and conduct the required Public Hearing. Engineer shall coordinate any special surveys that may be required to complete the EID including historical/archeological surveys, American Burying Beetle (ABB) surveys, etc. Costs for special surveys, if required, will be paid for by Owner.

B. Field Survey and Preliminary Design:

1. The Engineer will conduct a field survey of the proposed project as necessary to complete the work described.
2. The Engineer shall coordinate a geotechnical investigation for the project with a qualified geotechnical engineering firm. The cost of the geotechnical report will be paid by the Owner.
3. The Engineer shall prepare preliminary plans and specifications for the proposed work. The preliminary plans and specifications shall be an abbreviated form of the final plans and specifications, completed to the extent that the design concept is demonstrated and the major features, materials and equipment can be reviewed by the Owner.
4. The Engineer shall update the Opinion of Probable Cost based on the preliminary plans and specifications.
5. The Engineer shall provide the Owner with four copies of the preliminary plans and specifications and Opinion of Probable Cost Estimate. Plans shall be on 11" X 17" format acceptable to the ODEQ. A meeting shall be held to review the Owner's comments. Comments agreed upon by all parties shall be incorporated into the final design.

C. Final Design: The Final Design shall proceed on the basis of the approved Preliminary Design as described above. The following services shall be provided in the preparation of the Final Design.

1. The Engineer shall finalize the plans and specifications as is necessary for bidding and construction of the proposed project including bid forms, general conditions, bonds, special conditions, advertisement for bids and information for bidders.
2. The Engineer shall prepare an updated Opinion of Probable Cost based on the final design.
3. The Engineer shall provide the Owner with four copies of the final plans and specifications for review by the Owner. A meeting shall be held to review the Owner's comments. Comments agreed upon by all parties shall be incorporated into the final design.

D. Bidding Services: The Engineer will furnish bidding phase services as described below:

1. Advertising for Bids. Assist Owner in advertising for and obtaining bids for construction of the Project to include issuing bidding documents to interested parties, and maintaining a record of those to whom bidding documents have been issued.
 2. Bidders Questions. Engineer shall receive and respond to, in an appropriate manner, all questions of bidders and other interested parties during the course of the bid period.
 3. Addenda. Issue addenda as appropriate or as directed by Owner to interpret, clarify or expand the bidding documents.
 4. Equivalency Determinations. Consult with Owner and make recommendations concerning the acceptability of substitute materials and equipment proposed by bidder(s) when substitution prior to the award of contracts is allowed by the bidding documents.
 5. Prebid Conference. The Engineer shall conduct a prebid conference on the Owner's behalf. The Engineer shall plan and conduct the meeting and answer questions posed by the contractors.
 6. Bid Opening and Contract Preparation. Attend the bid opening, prepare bid tabulation sheets and assist Owner in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment, and services.
 7. The Engineer shall prepare an Engineer's Cost Estimate and submit it to the Owner prior to the opening of bids.
- E. Engineering Services During Construction: Engineer shall provide the construction administration services as summarized below:
1. Pre-Construction Conference. Engineer shall conduct the pre-construction conference and issue the necessary memorandum. The conference shall initialize the construction administration services on each individual Project.
 2. Construction Progress Meetings. All progress and coordination meetings necessary during the Project shall be coordinated by the Engineer. Chairing of said meetings shall be as appropriate to the meeting being held. In general, progress meetings shall be conducted a minimum of monthly during the construction period and as often as weekly during critical phases of any work. These meetings shall be in addition to weekly site scheduling and coordination meetings between the Contractor's superintendent, the Resident Project Representative, and the Owner's representative.

3. Reporting. Reporting of the daily construction activities will be prepared by the Engineer's Resident Project Representative.
4. Submittal Review. Engineer shall review Contractor's material submittals, equipment shop drawings, and material test certifications for compliance with the approved plans and specifications.
5. Pay Estimates. Engineer shall review construction pay estimates and make recommendations for payment or non-payment to the Owner.
6. Contractor's Schedule. Engineer shall review and make comments on the Contractor's proposed construction schedules and monitor the progress of each Contractor relative to the approved schedule throughout the construction Project. Engineer shall report problems, concerns, and proposed remedies to Owner.
7. Contractor's Claims. Engineer shall evaluate to present options and opinions for consideration by the Owner on claims submitted by the contractors.
8. Change Orders. Evaluate and prepare change orders necessary for the Project and make recommendations to Owner.
9. Final Inspections. After completion of the punch lists generated by a pre-final inspection, Engineer shall coordinate and conduct the final inspection with all interested parties to the Project.
10. Acceptance. Prior to final acceptance of the Project, Engineer shall review all contractual requirements of the Contractor and, only upon full receipt and satisfaction of those requirements, recommend acceptance of the Project by the Owner. Review shall include acceptable performance tests of equipment and sequencing required by the construction contract.
11. Clarifications. Engineer shall provide decisions and clarifications in accordance with the construction contract documents on questions regarding the work or intent of the Project requirements.
12. Field Changes. Engineer shall review proposed field changes covering modifications or revisions necessitated by field conditions or the requests of the Owner. Engineer shall make appropriate recommendations and coordinate the final changes.

13. Record Drawings. From information provided by the Contractor the, Engineer shall update electronic files (ACAD) of construction drawings to reflect the “as-constructed” configuration of the Project. Engineer shall submit to Owner three sets of reproducible record drawings at completion of the Project.
 14. Warranty Coordination. Engineer shall track the dates of beneficial occupancy of all portions of the Project and coordinate any warranty work with Contractor which is necessary during the one-year warranty period.
- F. Construction Services Contingency: Should the Contractor fail to complete the Project in the contracted construction period (as identified in the bid documents of the Project and as formally adjusted for weather considerations and additional work not associated with Owner-requested scope changes), the Engineer shall provide continuing construction services. The services to be provided shall be identical in nature to the services identified in previous sections of this detailed scope of services and shall be considered as additional services or as justification for budgetary extension, if so required, to compensate Engineer for all additional duties performed.
- G. Resident Project Representation: Engineer shall provide part-time Resident Project Representative services during the construction of the project. These services will be provided in accordance with the following modified version of “Duties, Limitations, and Responsibilities of the Resident Project Representative,” derived from the Standard General Conditions of the Construction Contract, prepared by the Engineer’s Joint Contract Documents Committee, latest edition, also known as the “Joint Committee Documents.” The duties, responsibilities and limitations of authority of the Resident Project Representative shall be as outlined in Section H, Duties, Responsibilities, and Limitations of Authority of the Resident Project Representative. Engineer shall submit a resume of proposed Resident Project Representative for review and approval by the Owner if requested.
- H. Duties, Responsibilities, and Limitations of Authority of the Resident Project Representative: The Resident Project Representative is the Owner’s and the Engineer’s agent at the site, will act as directed by and under the guidance of the Engineer, and will confer with the Engineer regarding the Resident Project Representative’s actions. The Resident Project Representative’s dealings in matters pertaining to the on-site work shall in general be with the Engineer and Contractor, keeping Owner advised as necessary. The Resident Project Representative’s dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. Resident Project Representative shall generally communicate with Owner with the knowledge of and under the direction of

Engineer. The Resident Project Representative shall conduct duties pertaining to the Project in accordance with the procedures and policies of the Engineer with guidelines to be provided by the Engineer to the Resident Project Representative. The duties and responsibilities of the Resident Project Representative are as follows:

1. Schedules. The Resident Project Representative shall review the progress schedule, schedule of shop drawing submittals and schedule of values prepared by Contractor and consult with Engineer concerning acceptability.
2. Conferences and Meetings. The Resident Project Representative shall attend meetings with Contractor, such as pre-construction conferences, progress meetings, job conferences, and other Project-related meetings, and ensure copies of the meeting minutes are generated by the responsible party and appropriately distributed.
3. Liaison. The Resident Project Representative shall serve as Engineer's liaison with Contractor, working principally through Contractor's superintendent, and assist in understanding the intent of the Contract documents; and assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-site operations.
4. Shop Drawings and Samples. The Resident Project Representative shall record date of receipt of shop drawings and samples. The Resident Project Representative shall receive samples which are furnished at the site by Contractor, and notify Engineer of availability of samples for examination. The Resident Project Representative shall advise Engineer and Contractor of the commencement of any work requiring a shop drawing or sample if the submittal has not been approved by Engineer.
5. Review of Work, Rejection of Defective Work, Inspections and Tests. The Resident Project Representative shall conduct on-site observations of the work in progress to assist Engineer in determining if the work is, in general, proceeding in accordance with the Contract documents.

The Resident Project Representative shall report to Engineer whenever Resident Project Representative believes that any work is unsatisfactory, faulty, or defective, or does not conform to the contract documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of work that Resident Project Representative believes should be corrected or rejected or should be uncovered for

observation, or requires special testing, inspection or approval.

The Resident Project Representative shall verify that tests, equipment and system start-ups, and operating and maintenance training are conducted in the presence of appropriate personnel and that Contractor maintains adequate records thereof; and observe, record, and report to Engineer appropriate details relative to the test procedures and start-ups. The Resident Project Representative shall accompany visiting inspectors representing public or other agencies having jurisdiction over the Project; record the results of these inspections and report to Engineer.

6. Interpretations of Contract Documents. The Resident Project Representative shall report to Engineer in writing when clarifications and interpretations of the Contract documents are needed.
7. Modifications. The Resident Project Representative shall consider and evaluate Contractor's suggestions for modifications in drawings or specifications and report with Resident Project Representative's recommendations to Engineer.
8. Records. The Resident Project Representative shall maintain at the job-site orderly files for correspondence, reports of job conferences, shop drawings and samples, reproductions of original contract documents including all work directive changes, addenda, change orders, field orders, additional drawings issued subsequent to the execution of the Contract, Engineer's clarifications and interpretations of the contract documents, progress reports, and other Project-related documents.

The Resident Project Representative shall keep a diary and log book, recording Contractor hours on the job site, weather conditions, data relative to questions of work directive changes, change orders or changed conditions, list of job-site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.

The Resident Project Representative shall keep a current log book of acceptable pay items, recording the location and quantity of all pay items delivered, used, or completed on a day-to-day basis including any necessary substantiating computations.

The Resident Project Representative shall record names, addresses, and telephone numbers of all contractors, subcontractors, and major suppliers of materials and equipment. The

Resident Project Representative shall record all pertinent information regarding equipment and materials delivered to Project site. The Resident Project Representative shall evaluate and note compliance of delivered equipment and materials with respect to approved submittals.

The Resident Project Representative shall maintain an updated “red-line” record drawing set of construction plans, reflecting all addenda and changes to the Project during the construction, and submit to Engineer upon Project completion.

9. Reports. The Resident Project Representative shall furnish Engineer periodic reports as required of progress of the work and of Contractor's compliance with the progress schedule and schedule of shop drawing and sample submittals.

The Resident Project Representative shall consult with Engineer in advance of scheduled major tests, inspections, or start of important phases of the work.

The Resident Project Representative shall report immediately to Engineer and Owner upon the occurrence of any accident.

10. Payment Requests. The Resident Project Representative shall review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, work completed, and material and equipment delivered at the site but not incorporated in the work.
11. Certificates, Operation and Maintenance Manuals. During the course of the work, The Resident Project Representative shall verify that certificates, operation and maintenance manuals, and other data required to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the contract documents, and have this material delivered to Engineer for review and forwarding to Owner prior to final payment for the work.
12. Completion. Before substantial completion, The Resident Project Representative shall submit to Contractor a list of observed items requiring completion or correction.

The Resident Project Representative shall conduct a final inspection in the company of Engineer, Owner, and Contractor, and prepare a final list of items to be completed or corrected.

The Resident Project Representative shall observe that all items on final list have been completed or corrected and make recommendations to Engineer concerning acceptance.

13. Limitations of Authority.

- a. The Resident Project Representative shall not exceed limitations of Engineer's authority as set forth in the Agreement or the Contract documents.
- b. The Resident Project Representative shall not undertake any of the responsibilities of the Contractor, subcontractors, or the Contractor's superintendent.
- c. The Resident Project Representative shall not advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction unless such advice or directions are specifically required by the contract documents.
- d. The Resident Project Representative shall not advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the work.
- e. The Resident Project Representative shall not authorize Owner to occupy the Project in whole or in part.
- f. The Resident Project Representative shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by Engineer in writing.

**ATTACHMENT B
TO
AGREEMENT FOR ENGINEERING SERVICES
BETWEEN
SHAWNEE MUNICIPAL AUTHORITY, OWNER
AND
HOLLOWAY, UPDIKE AND BELLEN, INC., ENGINEER
FOR
WATER TREATMENT PLANT IMPROVEMENTS
COMPENSATION**

I. PAYMENTS FOR SERVICES OF THE ENGINEER:

- A. Basic Engineering Services. For basic engineering services performed under the Scope of Services in Attachment A, the Owner shall pay the Engineer the following lump sum amounts:

Task	Fee
Engineering Report	\$118,000.00
Environmental Informational Document (EID)	22,500.00
Preliminary Design	(1)
Final Design	(1)
Bidding Services	(1)
Services During Construction	(1)
Resident Project Representative (Hourly)	(1)
Total Fee Authorized for Engineering Report & EID	\$140,500.00

(1) Scope and Fee to be negotiated and added by amendment at the option of the OWNER.

- C. Additional Engineering Services. For authorized services performed by the Engineer which are outside the Scope of Services outlined in Attachment A of this Agreement, the Owner will pay the Engineer in accordance with the attached Hourly Rates, plus subcontract work, if any, and direct expenses at cost.

II. TIMES OF PAYMENT: Invoices are due and payable within 30 days of date of invoice.

- A. Basic Engineering Services. For the basic engineering services performed under Section II of the Scope of Services in Attachment A, monthly payments shall be made in proportion to services performed.

- B. Additional Engineering Services. For additional engineering services, authorized by Owner in advance of the services being performed, monthly payments by the Owner shall be based on detailed invoices from Engineer for work completed.

**ATTACHMENT C
TO
AGREEMENT FOR ENGINEERING SERVICES
BETWEEN
SHAWNEE MUNICIPAL AUTHORITY, OWNER
AND
HOLLOWAY, UPDIKE AND BELLEN, INC., ENGINEER
FOR
WATER TREATMENT PLANT IMPROVEMENTS**

OWNER'S RESPONSIBILITIES AND SPECIAL CONDITIONS

I. OWNER RESPONSIBILITIES

1. Owner shall furnish to Engineer all available information pertinent to the Project including previous reports and any other data relative to design and construction of the Project. However, by providing this information the Owner does not in any way guarantee the accuracy of the information.
2. Owner shall furnish and make all provisions for the Engineer to enter upon public or private property as required for the Engineer to perform his Services under this Agreement.
3. Owner shall be responsible for all permit fees.
4. Owner shall be responsible for all land/easement acquisition and filing of the required legal documents.
5. Owner shall examine all studies, reports, sketches, estimates, specifications, plan drawings, proposals, and other documents presented by the Engineer and render in writing decisions pertaining thereto within a reasonable time so as not to delay the Services of the Engineer.
6. Owner shall designate in writing a person to act as its representative in respect to the work to be performed under this Agreement, and such person shall have complete authority to transmit instructions, receive information, interpret, and define Owner's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the services covered by this Agreement.
7. Owner shall furnish legal assistance as required in the preparation, review, and approval of construction documents.
8. Owner shall furnish assistance in locating existing underground utilities and

in expediting their relocation in preparation for construction.

9. Owner shall furnish such physical testing for quality control and quality assurance during construction as may be required by the construction contract documents, or as required for design changes merited during construction due to unforeseen circumstances, including geotechnical services.
10. The Owner shall pay for costs of any special environmental studies if required for the project.

II. SPECIAL CONDITIONS

None.

**ATTACHMENT D
TO
AGREEMENT FOR ENGINEERING SERVICES
BETWEEN
SHAWNEE MUNICIPAL AUTHORITY, OWNER
AND
HOLLOWAY, UPDIKE AND BELLEN, INC., ENGINEER
FOR
WATER TREATMENT PLANT IMPROVEMENTS**

SCHEDULE

The engineer shall complete the following tasks as follows:

<u>Task</u>	<u>Calendar Days</u>
Engineering Report Completion and Submission to ODEQ	180 Days
Environmental Information Document (EID) Submission to ODEQ	210 Days