



**PROFESSIONAL SERVICES AGREEMENT – SINGLE PROJECT
ENGINEER-OWNER AGREEMENT
(Doc. No. AE-3)**

This AGREEMENT is made as of December 10, 2024, by and between City of Republic, Missouri (hereinafter called OWNER) and Burns & McDonnell Engineering Company, Inc., a Missouri Corporation (hereinafter called ENGINEER).

OWNER requires professional engineering services in connection with the elevated storage tank and well project (the Project) as further described in Exhibit A: Scope of Services. Therefore, OWNER and ENGINEER in consideration of their mutual covenants agree as follows:

ENGINEER shall serve as OWNER'S professional engineering consultant and shall give consultation and advice to OWNER during the performance of ENGINEER'S services. All services shall be performed under the direction of a professional engineer registered in the State of Missouri and qualified in the particular field.

SECTION 1 - AUTHORIZATION OF SERVICES

1.1 Services shall be undertaken only upon written Authorization of OWNER and agreement of ENGINEER.

1.2 Assignments may include services described hereafter as Basic Services or as Additional Services of ENGINEER.

SECTION 2 - BASIC SERVICES OF ENGINEER

2.1 General

2.1.1 Perform professional design services in connection with specifically authorized Projects as hereinafter stated which shall include normal civil, structural, mechanical, and electrical engineering services and normal architectural design services incidental thereto.

2.1.2 Advise OWNER as to the necessity of OWNER providing or obtaining services or data from others of types described in Paragraph 4.3, make recommendations as to the possible sources of such services, and act as OWNER'S representative in connection with any such services.

2.2 Concept Development

2.2.1 Consult with OWNER to determine OWNER'S requirements for the Project and available data.

2.2.2 Provide special analyses of OWNER'S needs, planning surveys, site evaluations, and comparative studies of prospective sites and solutions.

2.2.3 Provide general economic analyses of OWNER'S requirements applicable to various alternatives.

2.2.4 Prepare a Concept Development Report summarizing studies performed in accomplishing Paragraphs 2.2.2 and 2.2.3, including findings and recommendations for the Project, and furnish one (1) review copies of the Report to OWNER.

2.3 Schematic Design Phase

2.3.1 On the basis of OWNER'S concurrence with recommendations of the Concept Development Report, prepare schematic design documents indicating clearly the considerations involved and the

alternative solutions available to OWNER; the schematic design shall include schematic layouts, sketches, and preliminary design criteria, and set forth ENGINEER'S recommendations and establish the scope of the Project.

2.3.2 Prepare a preliminary cost opinion for the Project.

2.3.3 Furnish one (1) copies of the above schematic documents and cost opinion.

2.3.4 Revise schematic design documents in response to OWNER'S and other parties' comments, as appropriate, and furnish two (2) final copies of the revised schematic design documents to the OWNER.

2.4 Preliminary Design Phase

2.4.1 On the basis of the approved schematic design documents, prepare preliminary design documents consisting of final design criteria, preliminary drawings, and outline specifications.

2.4.2 Prepare a revised preliminary cost opinion for the Project based on the information contained in the preliminary design documents.

2.4.3 Furnish two (2) approval copies of the above preliminary design documents and revised cost opinion.

2.5 Final Design Phase

2.5.1 On the basis of the approved preliminary design documents, prepare for incorporation in the Contract Documents detailed drawings to show the character and scope of the Work to be performed by contractors on the Project (hereinafter called the "Contract Drawings"), and Invitation to Bid, Instructions to Bidders, Bid Form, Agreement and Bond forms, General Conditions, and Specifications (all of which, together with the Contract Drawings, are hereinafter called the "Bid Documents") for review and approval by OWNER, its legal counsel, and other advisors as appropriate, and assist OWNER in the preparation of other related documents.

2.5.2 Provide technical criteria, written descriptions, and design data for OWNER'S use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the Project and assist OWNER in consultations with appropriate authorities.

2.5.3 Advise OWNER of adjustments in excess of ten percent of the cost opinion for the Project caused by changes in scope, design requirements, or construction costs and furnish a revised cost opinion for the Project based on the final Bid Documents.

2.5.4 Furnish two (2) approval copies of the final Bid Documents.

2.6 Bidding or Negotiating Phase

2.6.1 Assist OWNER in obtaining and evaluating bids or negotiating proposals and preparing construction contracts.

2.6.2 Consult with and advise OWNER as to the acceptability of subcontractors and other persons and organizations proposed by the prime construction contractor(s) [hereinafter called "Contractor(s)"], for those portions of the work as to which such acceptability is required by the Bid Documents.

2.6.3 Make recommendations regarding award of construction contracts.

2.7 Construction Phase

2.7.1 Consult with and advise OWNER and act as OWNER'S consultant as provided in ENGINEER'S standard General Conditions of the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of ENGINEER as assigned in said General Conditions shall not be modified without ENGINEER'S written consent.

2.7.2 Consult with and advise OWNER and act as OWNER's engineer as may be provided in OWNER's construction contract conditions furnished pursuant to Paragraph 4.11 herein. The extent and limitations of the duties, responsibilities, and authority of the ENGINEER as may be assigned in said construction contract conditions or in supplements prepared thereto shall not be modified without ENGINEER's written consent.

2.7.3 As OWNER's engineer, ENGINEER shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions or programs, or for Contractor's failure to perform construction work in accordance with the Contract Documents, all of which shall remain the sole responsibility of the OWNER's Contractor.

2.7.4 Review Contractor(s)' schedules for Work progress, equipment and materials procurement, submittals, and values for partial pay purposes, and project cash flow requirements.

2.7.5 Review and accept Submittals of Contractor(s) for conformance with the design concept and intent of the Contract Documents.

2.7.6 Make visits to the Site at intervals appropriate to the stages of construction to (consult with and advise ENGINEER'S Resident Project Representative, if any, and) observe the progress and quality of the executed Work, and to determine, in general, if the Project is proceeding in accordance with the Contract Documents. ENGINEER shall not be required to make exhaustive or continuous inspections to check the quality or quantity of the Work..

2.7.7 Issue all instructions of OWNER to Contractor(s); prepare routine Supplemental Instructions, Change Orders and Construction Change Directives as required; act as interpreter of the terms and conditions of the Contract Documents and judge of the performance thereunder by the parties thereto, and make decisions on claims of OWNER and Contractor(s) relating to the execution and progress of the Work and other matters and questions related thereto; but ENGINEER shall not be liable for the results of any such interpretations or decisions rendered by ENGINEER in good faith.

2.7.8 Review Contractor(s)' applications for payment and supporting data, determine the amounts owing to Contractor(s), and approve in writing all payments to Contractor(s) in accordance with the Contract Documents.

2.7.9 Render periodic Work progress reports to OWNER.

2.7.10 Conduct an inspection to determine if the Project is substantially complete and a final inspection to determine if the Project has been completed in accordance with the Contract Documents, and if each Contractor has fulfilled all of its obligations thereunder so that ENGINEER may approve, in writing, final payment to each Contractor.

2.8 Post-Construction Phase

2.8.1 Provide qualified engineers during equipment start-up and instruct OWNER'S personnel in equipment function and intended use.

2.8.2 Prepare a reproducible Record Set of drawings revised to show significant changes made during construction of the Project in accordance with records provided by Contractor and ENGINEER'S Resident Project Representative, if any.

SECTION 3 - ADDITIONAL SERVICES OF ENGINEER

3.1 General

If authorized in writing by OWNER and agreed to in writing by ENGINEER, ENGINEER shall furnish or obtain from others Additional Services of the following types which are not considered normal or customary Basic Services. The scope of Additional Services may include:

3.1.1 Grant and Loan Assistance

Prepare applications and supporting documents for governmental grants, loans, or advances.

3.1.2 Financial Consultation

Consult with OWNER'S fiscal agents and bond attorneys and provide such engineering data as required for any bond prospectus or other financing requirements.

3.1.3 Property Procurement Assistance

Determine land and easement requirements and provide consultation and assistance on property procurement as related to professional engineering services being performed.

3.1.4 Administrative Assistance

Provide Contract and Project administration to the degree authorized by OWNER.

3.1.5 Obtaining Services of Others

Provide through subcontract the services or data set forth in Paragraph 4.3.

3.1.6 Furnishing renderings or models of the Project for OWNER'S use.

3.1.7 Miscellaneous Studies

Investigations involving detailed consideration of operations, maintenance, and overhead expenses, and the preparation of rate schedules, earnings, and expense statements; feasibility studies; appraisals and valuations; detailed quantity surveys of material, equipment, and labor; and audits or inventories required in connection with construction performed by OWNER.

3.1.8 Extraordinary Construction-Related Services

3.1.8.1 Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or neglected work of any Contractor, (3) prolongation of the construction contract time of any prime construction contract by more than sixty days, (4) acceleration of the work schedule involving services beyond normal working hours, and (5) default by Contractor under any prime construction contract.

3.1.8.2 Consultation or other services after completion of the Construction Phase, such as frequent inspections during any guarantee period and reporting observed discrepancies under guarantees called for in any construction contract.

3.1.8.3 Preparing to serve or serving as a witness for OWNER in any litigation or other proceeding involving the Project.

3.1.9 Preparation of an operating manual for use by OWNER.

3.1.10 Extra Services

Services not specifically defined heretofore that may be authorized by OWNER.

3.2 Resident Services During Construction

3.2.1 If requested by OWNER or recommended by ENGINEER and agreed to in writing by the other party, a Resident Project Representative and assistants shall be furnished and shall act as directed by

ENGINEER in order to provide more extensive representation at the Project site during the Construction Phase.

3.2.2 The Resident Project Representative, through more extensive on-site observations of the work in progress, field checks of materials and equipment, and maintenance of jobsite records on conditions and activities, shall assist ENGINEER in determining that the Project is proceeding in accordance with the Contract Documents. However, the furnishing of such resident project representation shall not make ENGINEER responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions or programs, or for Contractor(s)' failure to perform the construction work in accordance with the Contract Documents.

3.3 Contingent Additional Services

3.3.1 If services described under Contingent Additional Services in Section 3.3 are required due to circumstances beyond the ENGINEER'S control, the ENGINEER shall notify the OWNER prior to commencing such services. If the OWNER deems that such services described in Section 3.3 are not required, the OWNER shall give prompt written notice to the ENGINEER. If the OWNER indicates in writing that all or part of such Contingent Additional Services are not required, the ENGINEER shall have no obligation to provide those services.

3.3.2 Making revisions in Drawings, Specifications, or other documents when such revisions are:

3.3.2.1 inconsistent with approvals or instructions previously given by the OWNER, including revisions made necessary by adjustments in the OWNER'S program or Project Budget.

3.3.2.2 required by the enactment or revision of codes, laws, or regulations subsequent to the preparation of such documents.

3.3.2.3 due to changes required as a result of the OWNER'S failure to render a decision in a timely manner.

3.3.3 Providing services required because of significant changes in the Project including, but not limited to, size, quality, complexity, the OWNER'S schedule, or the method of bidding or negotiating and contracting for construction.

3.3.4 Preparing Drawings, Specifications, and other documentation and supporting data, evaluating Contractor's proposals, and providing other services in connection with Change Orders and Work Change Directives.

3.3.5 Providing services in connection with evaluating substitutions proposed by the Contractor and making subsequent revision to Drawings, Specifications, and other documentation resulting therefrom.

3.3.6 Providing consultation concerning replacement of Work damaged by fire or other cause during construction, and furnishing services required in connection with the replacement of such Work.

3.3.7 Providing services made necessary by the default of the Contractor, by major defects or deficiencies in the Work of the Contractor, or by failure of performance of either the OWNER or Contractor under the Contract for Construction.

3.3.8 Providing services in evaluating an extensive number of claims submitted by the Contractor or others in connection with the Work.

3.3.9 Prolonged construction administration more than sixty (60) days after substantial completion, or acceleration of the work schedule involving services beyond normal working hours.

3.3.10 Preparing documents for alternate, separate, or sequential bids or providing services in connection with bidding, negotiation, or construction prior to the completion of the Final Design Phase.

SECTION 4 - RESPONSIBILITIES OF OWNER

OWNER shall, within a reasonable time, so as not to delay the services of ENGINEER:

- 4.1 Provide full information as to OWNER'S requirements for the Project.
- 4.2 Assist ENGINEER by placing at ENGINEER'S disposal all available information pertinent to the assignment, including previous reports and any other data relative thereto.
- 4.3 Furnish ENGINEER services or data, such as core borings, probings and subsurface explorations; hydrographic surveys; laboratory tests and inspections of samples, materials, and equipment; appropriate professional interpretations of all of the foregoing; property, boundary, easement, right-of-way, topographic, and utility surveys; zoning and deed restrictions; and other special data or consultations, all of which ENGINEER may rely upon in performing its services under this AGREEMENT.
- 4.4 Guarantee access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform its services under this AGREEMENT.
- 4.5 Examine all studies, reports, sketches, cost opinions, Bid Documents, Drawings, proposals, and other documents presented by ENGINEER and render in writing decisions pertaining thereto.
- 4.6 Provide such professional legal, accounting, financial, and insurance counseling services as may be required for the Project.
- 4.7 Designate in writing a person to act as OWNER'S representative with respect to the services to be performed under this AGREEMENT. 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 to be used in the Project; and other matters pertinent to the services covered by this AGREEMENT.
- 4.8 Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any defect in the Project.
- 4.9 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- 4.10 Furnish, or direct ENGINEER to provide necessary Additional Services as stipulated in Section 3 of this AGREEMENT or other services as required.
- 4.11 If ENGINEER'S standard bidding requirements, Agreement forms, and General Conditions are not to be used, but OWNER'S documents are to be used instead, OWNER shall provide copies of such documents for ENGINEER'S use in coordinating the Contract Drawings and Specifications.
- 4.12 Prior to commencement of the services, the ENGINEER may request in writing that the OWNER provide reasonable evidence that the OWNER has made financial arrangements to fulfill the OWNER's obligations under this Agreement. Thereafter, the ENGINEER may request such evidence if: (1) the OWNER fails to make a payment to the ENGINEER as required; (2) a change in the scope materially changes the contract amount; or (3) the ENGINEER identifies in writing a reasonable concern regarding the OWNER's ability to make payment when due. The OWNER shall furnish such evidence as a condition precedent to commencement or continuation of the ENGINEER's services. After the OWNER furnishes the evidence, the OWNER shall not materially vary such financial arrangements without prior notice to the ENGINEER.

4.13 ENGINEER makes no warranty, express or implied, that its design is free of errors or omissions. OWNER and ENGINEER agree that certain increased costs and changes may be required and are anticipated due to omissions, errors or inconsistencies in drawings and specifications prepared by ENGINEER. Therefore, OWNER agrees to include in the Project budget a reserve in the amount of Five Percent (5%) of the estimated total Project cost as a contingency to be used, as needed, to pay for any such increased costs and changes. OWNER agrees to make no claim against ENGINEER or its consultants with respect to any increased cost within this contingency amount. If costs due to changes resulting from design errors, omissions or inconsistencies exceed the contingency, then subject to the limitations in Section 8, ENGINEER shall be responsible for costs incurred by OWNER above that sum but only to the extent caused by ENGINEER's negligent acts, errors or omissions. In no event shall ENGINEER be responsible for direct costs that OWNER would have incurred but for the ENGINEER's act, error or omission.

SECTION 5 - PERIOD OF SERVICE

5.1 This AGREEMENT will become effective upon the first written notice by OWNER authorizing services hereunder.

5.2 The provisions of this AGREEMENT have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the services stated in the AGREEMENT. ENGINEER'S obligation to render services hereunder will extend for a period which may reasonably be required for the completion of said services. It is anticipated that these services will be completed within approximately 720 calendar days of the execution of this AGREEMENT.

SECTION 6 - PAYMENTS TO ENGINEER

6.1 Compensation. OWNER shall pay ENGINEER for services rendered and reimbursable expenses as follows:

For services performed, OWNER shall pay ENGINEER the lump sum of Seven Hundred Seventy Dollars (\$770,000.00).

6.2 Statements

Monthly statements, in ENGINEER'S standard format, will be submitted by the ENGINEER to the OWNER. Statements will be based on the ENGINEER'S estimated percent of services completed at the end of the preceding month.

6.3 Payments

Statements are payable upon receipt. A late payment charge of 1.5 percent per month or any partial month will be added to amounts not received within 30 days of the statement date. Time is of the essence in payments of statements, and timely payment is a material part of the consideration of this AGREEMENT. Costs, including reasonable attorney's fees, incurred by the ENGINEER in collecting any delinquent amount shall be reimbursed by the OWNER. If a portion of ENGINEER'S statement is disputed by OWNER, the undisputed portion shall be paid by OWNER by the due date. The OWNER shall advise the ENGINEER in writing of the basis for any disputed portion of any statement.

6.4 Taxes

Taxes, other than United States federal and state income taxes, and Kansas City, Missouri earnings tax, as may be imposed by the United States, state, and local authorities, shall be in addition to the payment stated under "Amount of Payment".

SECTION 7 - GENERAL CONSIDERATIONS

7.1 Insurance

7.1.1 During the course of performance of these services, ENGINEER will maintain (in United States Dollars) the following insurance coverages:

<u>Type of Coverage</u>	<u>Limits of Liability</u>
Workers' Compensation Employers' Liability	Statutory \$500,000 Each Accident
Commercial General Liability Bodily Injury and Property Damage	\$1,000,000 Combined Single Limit Per Occurrence and \$2,000,000 Annual Aggregate
Automobile Liability: Bodily Injury and Property Damage	\$1,000,000 Combined Single Limit
Professional Liability:	\$3,000,000 Per Claim and Annual Aggregate
Umbrella/Excess Liability:	\$2,000,000 Per Occurrence and Annual Aggregate

If requested, ENGINEER will provide to OWNER certificates as evidence of the specified insurance.

7.1.2. Construction Contractors shall be required to provide (or OWNER may provide) Owners' Protective Liability Insurance naming the OWNER as a Named Insured and the ENGINEER as an additional insured, or, to endorse OWNER and ENGINEER using ISO Form GC 20 10 11 85 endorsement or its equivalent as Additional Insureds on all construction Contractors' liability insurance policies covering claims for personal injuries and property damage in at least the amount required of ENGINEER in Section 7.1.1, above. Construction Contractors shall be required to provide certificates evidencing such insurance to the OWNER and ENGINEER.

7.1.3. OWNER and ENGINEER waive all rights against each other and their officers, directors, agents, or employees for damage covered by property insurance (including deductibles) during and after the completion of ENGINEER'S services. If the services result in a Construction Phase, a provision similar to this shall be incorporated into all Construction Contracts entered into by OWNER, and all construction Contractors shall be required to provide waivers of subrogation in favor of OWNER and ENGINEER for damage or liability covered by any construction Contractor's policy of insurance.

7.2 Professional Responsibility

7.2.1. ENGINEER will exercise reasonable skill, care, and diligence in the performance of ENGINEER'S services and will carry out its responsibilities in accordance with customarily accepted professional engineering practices. If the ENGINEER fails to meet the foregoing standard, ENGINEER will perform at its own cost, and without reimbursement from OWNER, the professional engineering services necessary to correct errors and omissions which are caused by ENGINEER'S failure to comply with above standard, and which are reported to ENGINEER within one year from the completion of ENGINEER'S services for the Project.

7.2.2 The obligations and representations contained in Paragraph 7.2.1 are ENGINEER'S sole obligation and OWNER'S exclusive remedy with respect to defects in the quality of services detected prior to Project completion. OWNER'S failure to properly operate and maintain the Project shall relieve ENGINEER of its liability for any damage caused in whole or in part by improper operation or maintenance.

7.2.3 No warranty, express or implied, is included in this Agreement or regarding any drawing, specification, or other work product or instrument of service or oral or written representation by ENGINEER or its employees or consultants.

7.2.4 Subject to Paragraph 7.14.1 and Section 8, the obligations and remedies stated in this Section 7.2, Professional Responsibility, are the sole and exclusive obligations of ENGINEER and remedies of OWNER, regardless of the cause of action pled including, without limitation, all types of negligence.

7.3 Cost Opinions and Projections

Cost opinions and projections prepared by ENGINEER relating to construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, and operating results are based on ENGINEER'S experience, qualifications, and judgment as a design professional. Since ENGINEER has no control over weather, cost and availability of labor, material and equipment, labor productivity, construction Contractors' procedures and methods, unavoidable delays, construction Contractors' methods of determining prices, economic conditions, competitive bidding or market conditions, and other factors affecting such cost opinions or projections, ENGINEER does not guarantee that actual rates, costs, performance, schedules, and related items will not vary from cost opinions and projections prepared by ENGINEER.

7.4 Changes

OWNER shall have the right to make changes within the general scope of ENGINEER'S services, with an appropriate change in compensation and schedule, upon execution of a mutually acceptable amendment or change order signed by an authorized representative of the OWNER and the President or any Vice President of the ENGINEER.

7.5 Suspension of Services

Should OWNER fail to fulfill its responsibilities as provided under Section 4 to the extent that ENGINEER is unduly hindered in ENGINEER'S services or if OWNER fails to make any payment to ENGINEER on account of ENGINEER'S services and expenses within 90 days after receipt of ENGINEER'S bill therefor, ENGINEER may, after giving seven days' written notice to OWNER, suspend services under this AGREEMENT until OWNER has satisfied OWNER'S obligations under this AGREEMENT.

7.6 Termination

7.6.1. Services may be terminated by the OWNER or ENGINEER by seven days' written notice in the event of substantial failure to perform in accordance with the Terms hereof by the other party through no fault of the terminating party. Failure on the part of the OWNER to make payments to ENGINEER when due shall be considered substantial nonperformance and cause for termination. If so terminated, OWNER shall pay ENGINEER all amounts due ENGINEER for all services properly rendered and expenses incurred to the date of receipt of notice of termination, plus reasonable costs incurred by ENGINEER in terminating the services.

7.6.2. In the event of premature termination of the Project by the OWNER and through no fault of the ENGINEER, the ENGINEER shall be entitled to: (1) recover all reasonable costs and expenses incurred to date of termination plus all costs incurred to assemble and close Project files and documents; (2) unavoidable down time in the reassignment of Project staff; (3) termination penalties/expenses related to third parties retained by ENGINEER in regard to its obligations under this contract; and (4) a termination amount of 15 percent of the remaining portion of the total compensation (or estimated compensation) agreed to herein or by separate authorization to cover lost profits, damages, and lost opportunity costs which cannot otherwise be accurately calculated.

7.7 Delays

In the event the services of the ENGINEER are suspended or delayed by the OWNER, the ENGINEER shall be entitled to additional compensation for reasonable costs incurred by the ENGINEER in temporarily closing down or delaying the Project and reassigning Project staff (including, but not limited to, unavoidable down time and any termination expenses incurred where reassignment is not reasonably possible) and in organizing Project files, records, and work in progress for suspension and later resumption of the ENGINEER'S services.

7.8 Legal Fees and Expenses

In the event that a dispute should arise relating to the performance of the services to be provided and should that dispute result in litigation, it is agreed that the prevailing party shall be entitled to recover all reasonable costs of litigation, including staff time, court costs, attorneys' fees, and other related expenses.

7.9 Rights and Benefits

ENGINEER'S services will be performed solely for the benefit of the OWNER and not for the benefit of any other persons or entities.

7.10 Dispute Resolution

7.10.1 Scope of Section: The procedures of this Section 7.10 and its subparts shall apply to any and all disputes between OWNER and ENGINEER (including disputes involving an officer, director or employee of either party) which arise from, or in any way are related to, this AGREEMENT, including, but not limited to, the interpretation of this AGREEMENT, the enforcement of its terms, any acts, errors, or omissions of OWNER or ENGINEER in the performance of this AGREEMENT, whether in contract or in tort, and disputes concerning payment.

7.10.2 Exhaustion of Remedies Required: No arbitration may be filed unless the parties first negotiate and, if necessary, mediate their disputes as set forth in this Section 7.10. If timely Notice is given under Paragraph 7.10.3, but an arbitration is initiated prior to exhaustion of these procedures, such action shall be stayed, upon application by either party to a court of proper jurisdiction, until the procedures in Paragraphs 7.10.3, 7.10.4, and 7.10.5 have been complied with.

7.10.3 Notice of Dispute

7.10.3.1 For disputes arising prior to the making of final payment promptly after the occurrence of any incident, action, or failure to act upon which a claim is based, the party seeking relief shall serve the other party with a written Notice;

7.10.3.2 For disputes arising after the making of final payment, OWNER shall give ENGINEER written Notice at the address listed in Paragraph 7.18 within ninety (90) days after occurrence of any incident, accident, or first observance of defect or damage. In both instances, the Notice shall specify the nature and amount of relief sought, the reason relief should be granted, and the appropriate portions of this AGREEMENT that authorize the relief requested.

7.10.4 Negotiation: Within seven (7) days of receipt of the Notice, the Project Managers for the OWNER and ENGINEER shall confer in an effort to resolve the dispute. If the dispute cannot be resolved at that level within twenty-one (21) days after Notice then, upon written request of either side, the matter shall be referred to the Division President of the ENGINEER and an executive officer of OWNER. These officers shall meet at the Project Site or such other location as is agreed upon within thirty (30) days of the written request to resolve the dispute.

7.10.5 Mediation: If the OWNER'S and ENGINEER'S said officers are unable to resolve the dispute, then either side may request that the matter be submitted to mediation before a mediator mutually agreed upon. If the parties cannot agree on a mediator, then the American Arbitration Association shall appoint one upon request. Any administrative or mediator's fees shall be split equally between the parties. The mediation shall take place in Kansas City, Missouri unless the parties mutually agree on another location.

7.10.6 Arbitration:

7.10.6.1 If the parties are unable to resolve their dispute after at least one session of mediation, then any claim, dispute or other matter in question arising out of or related to this AGREEMENT (including disputes involving an officer, director or employee of either party), whether in contract or in tort, shall be subject to arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect. The demand for arbitration shall be filed in writing with the other party to this AGREEMENT and with the American Arbitration Association.

7.10.6.2 A demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

7.10.6.3 No arbitration arising out of or relating to this AGREEMENT shall include, by consolidation or joinder or in any other manner, an additional person or entity not a party to this AGREEMENT (other than disputes involving an officer, director or employee of either party, or subcontractor to ENGINEER), except by written consent containing a specific reference to this AGREEMENT and signed by the OWNER, ENGINEER, and any other person or entity sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein.

7.10.6.4 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this AGREEMENT shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

7.10.6.5 Any legal action necessary to compel, confirm, vacate, enforce, modify or otherwise affect the mediation or arbitration shall be filed in state or federal courts in the State of Missouri and each party expressly consents to jurisdiction therein.

7.10.7 Waiver Upon Final Payment: The making of final payment by OWNER and the acceptance of same by ENGINEER and ENGINEER'S subconsultants shall constitute a waiver of existing claims by the OWNER and such payee except those previously made in writing and identified as unsettled by OWNER at the time of payment, or by the payee at the time of such payee's final invoice. Except for those claims waived under Paragraph 7.1.3, final payment shall not constitute a waiver of claims by the OWNER relating to liens unsettled, or subsequent discovery of services not in compliance with this AGREEMENT. The waivers contained in Paragraph 7.1.3 shall continue to apply after final payment is made.

7.10.8 Waiver Due to Untimely Notice: Claims arising after the making of final payment shall be barred, and no suit or demand may be filed if Notice as stated in Paragraph 7.10.3.2 is not given. Nothing in this Paragraph shall be construed as directly or indirectly limiting the time to institute suit, but rather to give the responding party timely notice and prompt opportunity to investigate the allegations of the dispute.

7.11 The OWNER represents that it has sufficient funds or the means of obtaining funds to remit payment to the ENGINEER for services rendered by the ENGINEER.

7.12 Publications

Recognizing the importance of professional development on the part of ENGINEER'S employees and the importance of ENGINEER'S public relations, ENGINEER may prepare publications, such as technical papers, articles for periodicals, and press releases, pertaining to ENGINEER'S services for the Project. Such publications will be provided to OWNER in draft form for OWNER'S advance review. OWNER shall review such drafts promptly and provide OWNER'S comments to ENGINEER. OWNER may require deletion of proprietary data or confidential information from such publications, but otherwise OWNER will not unreasonably withhold approval. The cost of ENGINEER'S activities pertaining to any such publication shall be for ENGINEER'S account.

7.13 Indemnification for Pollution Related Claims

For services involving or related to pollution, toxic substances, or hazardous wastes or asbestos abatement work, OWNER agrees to release, defend, indemnify, and hold harmless ENGINEER and its officers, directors, employees, agents, and consultants and from all liability, claims, demands, damages, losses, and expenses, direct, indirect or consequential, including, but not limited to, claims of OWNER and other persons and organizations, reasonable fees and expenses of attorneys and consultants, and court costs

arising out of the performance of this AGREEMENT. This indemnification provision extends to claims against ENGINEER which arise out of the actual, alleged, or threatened dispersal, escape, or release of chemicals, wastes, liquids, gases, or any other material, irritant, contaminant, or pollutant, or arising out of or resulting from asbestos abatement work.

7.14 Indemnification

7.14.1 Except for those projects identified in Section 7.13, and subject to the provisions of Sections 4 and 8 of this Agreement, ENGINEER agrees to indemnify OWNER for damages, costs and expenses (including reasonable attorney's fees) but only to the extent caused by the negligent acts, errors or omissions of ENGINEER, its officers, directors, shareholders, employees, agents, and consultants, and any of them. Nothing in this Agreement shall require ENGINEER to provide a defense of the OWNER against any claim, suit or complaint.

7.14.2 OWNER agrees to indemnify ENGINEER for damages, costs and expenses (including reasonable attorney's fees) but only to the extent caused by the negligent acts, errors or omissions of OWNER, its officers, directors, shareholders, Contractors, employees, agents, and consultants, and any of them.

7.14.3 OWNER agrees that it will require all construction Contractors to indemnify, defend, and hold harmless OWNER and ENGINEER from and against any and all loss where loss is caused or incurred or alleged to be caused or incurred in whole or in part as a result of the negligence or other actionable fault of the Contractors, or their employees, agents, subcontractors, and suppliers.

7.14.4 If this Project involves construction, and ENGINEER does not provide engineering services during construction including, but not limited to, on-site observation, site visits, submittals review, and design clarifications, OWNER agrees to indemnify and hold harmless ENGINEER from or against any liability arising from the Project or this AGREEMENT.

7.15 Computer Models

ENGINEER may use or modify ENGINEER'S proprietary computer models in service of OWNER under this AGREEMENT, or ENGINEER may develop computer models during ENGINEER'S service to OWNER under this AGREEMENT. Such use, modification, or development by ENGINEER does not constitute a license to OWNER to use or modify ENGINEER'S computer models. Said proprietary computer models shall remain the sole property of the ENGINEER. OWNER and ENGINEER will enter into a separate license agreement if OWNER wishes to use ENGINEER'S computer models.

7.16 Reuse of Documents

All documents including Contract Drawings and Specifications prepared or furnished by ENGINEER (and ENGINEER'S independent professional associates and consultants) pursuant to this AGREEMENT are instruments of service in respect of the Project, and ENGINEER shall have the ownership and property interest therein whether or not the Project is completed. OWNER may make and retain copies for information and reference in connection with the use and occupancy of the Project by OWNER and others; however, such documents 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 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, or to ENGINEER'S independent professional associates or consultants, and OWNER shall indemnify and hold harmless ENGINEER and ENGINEER'S independent professional associates and consultants from and against all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

7.17 Electronic Media

Any electronic media (computer disks, tapes, and similar items) furnished with respect to ENGINEER'S services are for OWNER'S information and convenience only. Such media are not to be considered part of ENGINEER'S instruments of service. (Due to the potential that information contained in electronic media

can be modified by OWNER or others, ENGINEER, at its option, may remove all indicia of ENGINEER'S ownership and involvement from each electronic display.)

ENGINEER shall not be liable for loss or damage directly or indirectly, arising out of use of electronic media including, but not limited to, any loss of business or incidental or consequential damage. OWNER shall assume all risk and release, indemnify, and hold harmless ENGINEER, its officers, directors, employees, servants, agents, successors, and assigns, from and against each and every claim or cause of action that OWNER or others may have or which may arise in the future respecting use of the electronic media.

If there is a discrepancy between the electronic media files and the signed and sealed hard copies, the hard copies shall govern.

7.18 Notices

Any Notice required under this AGREEMENT will be in writing, addressed to the appropriate party at the following addresses:

OWNER'S address:
213 North Main Street
Republic, Missouri 65738

ENGINEER'S address:
9400 Ward Parkway
Kansas City, Missouri 64114

7.19 Successor and Assigns

OWNER and ENGINEER each binds its self and its successors, executors, administrators, and assigns to the other party of this AGREEMENT and to the successors, executors, administrators, and assigns of such other party, in respect to all covenants of this AGREEMENT; except as above, neither OWNER nor ENGINEER shall assign, sublet, or transfer its interest in the AGREEMENT without the written consent of the other.

7.20 Controlling Law

This AGREEMENT shall be subject to, interpreted and enforced according to the laws of the State of Missouri without regard to any conflicts of law provisions.

7.21 Entire Agreement

This AGREEMENT represents the entire AGREEMENT between the ENGINEER and OWNER relative to the Scope of Services herein. All previous or contemporaneous agreements, representations, promises, and conditions relating to ENGINEER'S services described herein are superseded. Since terms contained in purchase orders do not generally apply to professional services, in the event OWNER issues to ENGINEER a purchase order, no preprinted terms thereon shall become a part of this AGREEMENT. Said purchase order document, whether or not signed by ENGINEER, shall be considered as a document for the OWNER'S internal management of its operations.

7.22 Affiliates

ENGINEER may engage temporary staffing agencies or obtain assistance from its affiliates and subsidiaries including, without limitation, Burns & McDonnell Canada Ltd., Burns & McDonnell Global, Inc., and Burns & McDonnell India Pvt. Ltd. ("Labor Sources") to fulfill ENGINEER's performance obligations under this AGREEMENT. The parties agree that contracts, purchase orders, or similar agreements between ENGINEER and any Labor Sources are not subcontracts as that term is used in this AGREEMENT, and personnel from such Labor Sources shall not be considered a subcontractor and shall be billed according to the applicable rate sheet for the Scope of Work as if such personnel is a direct hire employee. Personnel from Labor Sources shall be considered agents of ENGINEER and able to act on behalf of ENGINEER within the scope of the authority granted such personnel according to job function and billing classification. ENGINEER remains fully responsible for the work and services performed by all Labor Sources.

7.23 Hazardous Substances

OWNER represents that it has disclosed knowledge and information to ENGINEER regarding hazardous substances known or suspected at the site to the extent necessary for ENGINEER to perform services. ENGINEER is relying on such representations made herein through the execution of this AGREEMENT and the services performed hereunder.

ENGINEER is not responsible for any conditions existing at or near the work sites prior to performance of the services by ENGINEER's employees or subcontractors, and is not responsible for handling or transporting hazardous substances or other waste. If any hazardous substances not identified by OWNER are discovered after a project is undertaken, ENGINEER and OWNER agree that the scope of services, schedule, and compensation may be adjusted accordingly. OWNER agrees to release, indemnify, and defend ENGINEER from and against all damages and claims related to any pre-existing pollutant, contaminant, toxic, or hazardous substance at the site.

7.24 Clean Air Act

Pursuant to 42 U.S.C. 7506(C), and consistent with all applicable federal, state, and municipal laws, the ENGINEER will comply with the Clean Air Act.

7.25 Clean Water Act

Pursuant to 33 U.S.C. 1368, and consistent with all applicable federal, state, and municipal laws, the ENGINEER will comply with the Clean Water Act.

7.26 Documents

ENGINEER shall maintain orderly files of correspondence, reports, work product and all other documents related to the services performed under this AGREEMENT. ENGINEER shall maintain all of its books, records, contracts, computer database information, computer disks and tapes, and other data and information relating to this AGREEMENT at all times during the Term and for a minimum period of three (3) years following the completion of the term. The foregoing data and records shall be made available to OWNER or its authorized representatives promptly upon request, provided, however, in no event shall OWNER be entitled to audit the composition of any agreed upon fixed rates or percentage multipliers nor shall it be entitled to audit any rates, charges, costs, hours worked or expenses related to work performed on a lump sum or fixed price basis.

7.27 Disadvantaged Business Enterprises

ENGINEER will make reasonable efforts to implement the Six Good Faith Efforts required for the project as described in the following:

1. DBEs shall be made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. DBE's will be placed on on solicitation lists and soliciting them whenever they are potential sources.
2. Make information on forthcoming opportunities available to DBEs, arrange time frames for contracts, and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
3. Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State, and Local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
4. Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.

5. Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.
6. Subcontractors, if applicable, shall take the steps in items 1 through five.

7.28 Debarment and Suspension

Pursuant to Section 2 CFR 180 and consistent with all applicable federal, state, and municipal laws, ENGINEER will provide documentation necessary to confirm that the ENGINEER is not excluded or disqualified from doing business with the federal government and file an Certification Regarding Debarment, Suspension, and Other Responsibility Matters form, if required.

7.29 Anti-Lobbying

Pursuant to P.L. 101-121, and consistent with all applicable federal, state, and municipal laws, the ENGINEER will comply with the Anti-Lobbying Act, Section 319 of Public Law 101-121, and file an Anti-Lobbying Certification form, and the Disclosure of Lobbying Activities form, if required.

SECTION 8 – LIMITATION OF LIABILITY

8.1 To the fullest extent permissible by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of ENGINEER, its officers, directors, shareholders, employees, agents, and consultants, and any of them, to OWNER and anyone claiming by, through or under OWNER, for any and all claims, losses, liabilities, costs or damages whatsoever arising out of, resulting from or in any way related to the Project or this AGREEMENT from any form of negligence, professional errors or omissions (including breach of contract or warranty) of ENGINEER, its officers, directors, employees, agents or consultants, or any of them, SHALL NOT EXCEED the total compensation actually received by ENGINEER under this AGREEMENT. The parties agree that specific consideration has been given by the ENGINEER for this limitation and that it is deemed adequate.

8.2 In no event will ENGINEER be liable for any special, indirect, or consequential damages including, without limitation, damages or losses in the nature of increased Project costs, loss of revenue or profit, lost production, claims by customers of OWNER, or governmental fines or penalties.

IN WITNESS WHEREOF, the parties have made and executed this AGREEMENT as of the day and year first above written.

**THIS CONTRACT CONTAINS A BINDING ARBITRATION
PROVISION WHICH MAY BE ENFORCED BY THE PARTIES**

OWNER: City of Republic, Missouri

**ENGINEER: Burns & McDonnell Engineering
Company, Inc.**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Exhibit A: Scope of Services

City of Republic, Missouri 1 Million Gallon Elevated Storage Tank and Well

Objective: ENGINEER will provide civil, hydrogeological, structural, mechanical, and electrical engineering services for the design of a 1 Million Gallon elevated composite storage tank, groundwater well and associated pumphouse. The project site is anticipated to be located west of Farm Road 97 and northeast of James River Freeway on a parcel of real property near Convoy of Hope's new headquarters. Services will be performed in accordance with the terms of the agreement and as described herein.

Scope of Services:

1. Project Management

- a. **Project Kick-Off Meeting:** Engineer will prepare agenda and notes for project kick off meeting to discuss project goals, preferred communications, and schedule with the project team.
- b. **Monthly Progress Meetings:** Engineer will participate in monthly progress meetings with Owner to provide updates of work progress, budget and schedule status, current issues, variances in the potential scope of work, and review Action Items. Anticipated future activities and Owner action items will be discussed. Design-Builder will prepare and submit an agenda to Owner before each meeting and prepare/distribute meeting minutes within five working days after the meeting.
- c. **Work Task Management:** Engineer will provide general project management activities, including oversight of individual disciplines, change management, schedule management, quality control, and monthly invoice preparation for the duration of the project.

2. Concept Development

a. Survey

- i. Engineer to complete boundary and topographic survey of the selected site. Survey area to be approximately a 1.5-acre area to encompass tank, well and access road. Topographic survey to include but not limited to the following: 1-ft site contour elevations, buried and overhead utilities sizes, and roadways.
- ii. No easements are anticipated or included.

b. Geotechnical Investigation

- i. Engineer to complete geotechnical investigation including six (6) soil borings to a depth of up to thirty (30) feet below existing grade at the location of the tank. An additional boring to a depth of up to fifteen (15) feet below existing grade at the location of the wellhouse. At least two (2) borings will be extended 20-feet into rock to confirm the expected site rock depth. A geotechnical report will be prepared documenting existing soil types and groundwater levels. Laboratory tests will be completed to classify soils. The report will contain recommendations for construction considerations including dewatering, foundation type and depth, backfill materials, and compaction requirements.

- c. Hydraulic Modeling
 - i. Using the Owner's existing hydraulic model, the Engineer will verify the size of the elevated storage tank, critical elevations, size of water main, and required connections to the existing distribution system.
 - d. Hydrogeological
 - i. Engineer will develop the conceptual design for the new well including the location and drilling plan and construction requirements for the new well.
 - ii. Evaluate geological and hydrogeological data to determine the optimum depths and design to maximize yield and provide wellhead protection from contamination.
 - iii. Develop conceptual well design for incorporation into the Conceptual Design Report.
 - e. Engineer will prepare a Conceptual Design Report to include a summary of the design basis, the results of the survey, geotechnical investigation, hydraulic model information, geological investigation, and any Federal Aviation Administration (FAA) requirements. The tank style is assumed to be a composite tank and the wellhouse will be similar to the existing Owner wellhouse located elsewhere in the City.
 - f. Deliverables will include the following:
 - i. Electronic file of Conceptual Design Report.
 - ii. Two (2) half-size printed and bound sets deliverables, as requested.
3. Preliminary Design Services
- a. Engineer will prepare preliminary design documents for elevated storage tank and well/wellhouse. Preliminary design documents will include civil, process, structural, mechanical, and electrical plans, including pertinent sections, details, , etc. along with draft technical specifications. Design of water main to connect to distribution piping will be by others and is not included.
 - b. Engineer will prepare one rendering of the proposed elevated tank and two logo options at the direction of the Owner.
 - c. Engineer will prepare an opinion of probable construction cost based on the Preliminary Design Documents.
 - d. Engineer will meet with Owner to review the preliminary drawings and receive comments.
 - e. Deliverables will include the following:
 - i. Electronic (pdf) file of preliminary design documents.
 - ii. Two (2) half-size printed and bound sets deliverables, as requested.
4. Final Design Services
- a. Engineer shall prepare final Bid Documents, incorporating comments received on the preliminary design documents. Bid Documents will including drawings, specifications (technical and font end) for elevated storage tank, well and water main improvements.
 - b. Engineer will prepare a Final opinion of probable construction cost based on Final Design Documents.
 - c. Deliverables will include the following:
 - i. Electronic (pdf) file of final design documents
 - ii. Two (2) half-size printed and bound sets deliverables, as requested.

5. Bidding Services

- a. Engineer will attend a pre-bid meeting at a date, time and place provided by the Owner. Engineer will prepare agenda and run meeting.
- b. Engineer will assist the Owner with interpretation of the Contract Documents and develop addenda as may be required during bid advertisement period to clarify Contract Documents.
- c. Engineer will consult with and advise Owner as to the acceptability of the apparent successful bidder and the proposed major or specialty subcontractors. Engineer will make written recommendation regarding the award of construction contract.
- d. Engineer will incorporate all addenda issued during Bidding Services into the Contract Drawings and Specifications. Engineer will provide Electronic (pdf) file and (2) half-size and (2) full-size sets of Conformed Drawings and (2) sets of Conformed Specifications to the Owner.

6. Permitting

- a. Engineer will perform an Environmental Permitting Desktop Evaluation and field surveys that will include the following:
 - i. Complete a field visit to evaluate the proposed project limits for the presence of wetlands and other waters according to the United States Army Corps of Engineers (USACE) requirements. Based on the wetland field delineation, prepare a draft and final wetland delineation report.
 - ii. Review relevant state and federal databases to identify recorded cultural resources within and adjacent to the proposed project. Perform a field review and prepare a draft and final Section 106 memo and letter report for State Historic Preservation Office (SHPO). Prepare an Unanticipated Discoveries Plan detailing the procedures to follow if construction activities result in the discovery of unrecorded archaeological sites or remains.
 - iii. Complete an online protected species habitat assessment of the proposed project limits. The habitat assessment field survey will be conducted at the same time as the wetland delineation field survey. Based on the assessments, prepare a draft and final protected species habitat assessment letter report that will provide the findings of the habitat assessment and provide recommendations to minimize and avoid impacts during constructions.
 - iv. Meet with Greene County Environmental Division and if required, draft a construction within a floodplain development permit application. A hydraulic analysis and No-Rise Certification would be required if any portion of the Project is located within a regulatory floodway.
 - v. Prepare a draft and final Stormwater Pollution Prevention Plan (SWPPP) and Missouri Department of Natural Resources (MDNR) land disturbance permit.
 - vi. Coordinate the above listed Environmental Permitting work and prepare and update a Permitting Matrix for the project.
 - vii. Assumption: Engineer will not have to file for any Owner permits for construction or occupying Owner Right of Way, project will qualify for a USACE Nationwide Permit, the Project would only result in temporary impacts to WOTUS and would not cross any Section 10 Navigable Streams, project will be covered under 401 water quality certification, no Environmental Assessment required, and tree removal will occur between November 16 and April 1. A Phase 1 Environmental Site Assessment will not be required.

7. EPA Community Grant Assessment and Documentation

- a. To support the use of EPA Community Grant funding, Engineer will prepare and submit initial agency coordination letters to local, state, and federal agencies. The letters will include a description of the proposed project and maps that depict the proposed waterline route. Engineer will provide the draft letters to the Owner for review and one round of comments. Engineer will address any comments, finalize the letters, and provide a final electronic version to CLIENT. Engineer will submit the letters by email to the following agencies: Missouri Department of Conservation, MDNR Division of State Parks, MDNR State Historic Preservation Office, Missouri Federal Assistance Clearinghouse, Missouri Geological Survey, USACE, U.S. Fish and Wildlife Service. Native American Tribes will be contacted after the state or federal funding agency is identified.
- b. Based on the responses obtained during the Initial Agency Coordination Effort and the requirements of the EPA Community Grants Program, an Environmental Information Document (EID) will be prepared for the Project. The EID is part of the EPA's National Environmental Policy Act (NEPA)-based review for projects withing the EPA's Community Grants Program. The EID will include the need for the proposed project, a description and evaluation of potential alternatives, the results of any field surveys or studies, the environmental impacts of the proposed action and alternatives, all agency correspondence, and copies of any local, state, or federal permits that are obtained for the project. The EID effort would include a Project Kick-off conference call with the CLIENT and EPA; data collection and coordination with EPA and various local, state, and federal agencies to obtain existing reports, maps, publicly available data, and other important literature; and Draft EID document preparation.
- c. EPA Community Grant Support Assumptions
 - i. American Tribes will be contacted by the United States Environmental Protection Agency (EPA), the lead federal agency for the project
 - ii. No significant resources or impacts to them are identified as part of field surveys or other Project data collection or investigation activities, including through agency contact scoping.
 - iii. Much of the background information is anticipated to be readily available in GIS format or collected during the field survey efforts.
 - iv. Information regarding the project's purpose and need, feasible alternatives, and existing easement documentation will be provided by the Owner.
 - v. Visually sensitive areas or the need for visual simulations of the project are not included.
 - vi. Significant delays due to agency responsiveness, agency reviews, or Owner staff availability are not anticipated and could result in the need for additional funding. The project schedule assumes individual agencies will provide responses within 45 calendar days of submittal.
 - vii. The organization and attendance of public meetings and newspaper or other public notifications are not included in this scope or cost estimate. A separate scope of work and cost estimate would be required if these services are required.
 - viii. Engineer will be available for periodic conference calls to discuss project status and review materials with EPA, but regularly scheduled conference calls or meetings are not anticipated.
 - ix. We will use the most recent readily available aerial photography for our mapping needs. No custom aerial photography or aerial reconnaissance of route alignments is included.
 - x. EID draft and final versions would be provided in electronic format only.

8. Construction Phase Services

- a. These services are not included in this Agreement without written amendment.



Responsibilities of OWNER:

1. Attend project meetings.
2. Review and provide comments on the draft deliverables.
3. Provide record documents for existing wells and tanks.
4. Respond to requests for information submitted by ENGINEER in a timely manner.
5. Advertise RFP documents and receive/open bids.
6. Provide and respond to property owner concerns including Convey of Hope.
7. Design and Construct water distribution piping prior to well/tank construction completion.