CITY OF WATERTOWN, NEW YORK
AGENDA
Monday, November 16, 2026
7 p.m.

This shall serve as notice that the next regularly scheduled meeting of the City Council will be held on Monday, November 16, 2026, at 7:00 p.m. in the City Council Chambers, 245 Washington Street, Watertown, New York.

MOMENT OF SILENCE

PLEDGE OF ALLEGIANCE

ROLL CALL

ADOPTION OF MINUTES

COMMUNICATIONS

PRIVILEGE OF THE FLOOR

PUBLIC HEARING

RESOLUTIONS

Resolution No. 1 -	Approving Request for Shuttle Bus Service, Northern Choral Society
Resolution No. 2 -	Accepting Bid #2026-21 Portable Forensic Photography System – Cortexflo Portable 2.0 or Equivalent to Fernico Inc.
Resolution No. 3 -	Accepting Proposal for RFP #2026-09 – Fixed Route Transit System Evaluation & Service Planning Study from Foursquare ITP
Resolution No. 4 –	Adopting the Revised General Municipal Law § 239-m Referral Exemption Framework and Authorizing an Intermunicipal Agreement with Jefferson County
Resolution No. 5 –	Accepting GHD Consulting Services Inc. Amendment No. 1 for Professional Bidding and Construction Phase Services for the City of Watertown Pollution Control Facility Biosolids Hopper and Polymer Make-up System Replacement

Resolution No. 6 – Authorizing Amendment No. 8 of the Professional Services Agreement with GHD Consulting Services, Inc. for the Water Treatment Plant Disinfection By-Product Project

Resolution No. 7 - Accepting Cost Proposal from Wright Pierce for Phase 1 Reservoir Lining for the New Water Storage Tank, Lining and Transmission Main

Resolution No. 8 - Authorizing New York State Division of Criminal Justice Services (DCJS) Extreme Risk Protection Order (ERPO) Infrastructure and Implementation Grant Application

ORDINANCES

LOCAL LAW

OLD BUSINESS

STAFF REPORTS

1. Amending the City of Watertown's 2023 Community Development Block Grant Annual Action Plan

NEW BUSINESS

EXECUTIVE SESSION

The proposed acquisition, sale or lease of real property when publicity would affect the value thereof.

To discuss proposed, pending or current litigation.

To discuss the employment history of a particular individual or corporation, or matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal, or removal of a particular person or corporation.

ADJOURNMENT

WORK SESSION

NEXT REGULARLY SCHEDULED CITY COUNCIL MEETING IS MONDAY, DECEMBER 7, 2026.

Res No. 1

November 16, 2026

To: The Honorable Mayor and City Council

From: Eric F. Wagenaar, City Manager

Subject: Approving Request for Shuttle Bus Service, Northern Choral Society

Each year, the Northern Choral Society performs a holiday concert at the Asbury United Methodist Church. In the past, we have provided a shuttle bus service for the patrons of the concert at no charge.

The Northern Choral Society has again requested this service for their concert on Saturday, December 5th, and Sunday, December 6th, 2026, at 3:00 p.m. on both days. As outlined in the attached memorandum from Transit Director Brandi Smith, the service would be limited to transportation between the designated parking lots and the concert venue, at no charge to passengers or the Northern Choral Society.

A resolution authorizing the requested shuttle bus service for the Northern Choral Society is attached for City Council consideration.

MEMORANDOM

To: Eric Wagenaar, City Manager

From: Brandi Smith, Transit Director

Reason: Request for Shuttle Bus Service from Northern Choral Society

Event Dates and Times: Saturday, December 5th, and Sunday, December 6th, 2026 at 3:00 p.m.

The Northern Choral Society has requested CitiBus shuttle service for its annual Christmas concerts on December 5 and 6, 2026, at Asbury United Methodist Church. Both concerts begin at 3:00 p.m.

As in previous years, the shuttle would begin at 2:00 p.m., transporting attendees between the City Hall and First Presbyterian Church parking lots and the concert venue, with return service following each performance. Approximately 125 passengers are expected each day.

The City has provided this service at no charge since 2004. The shuttle operates outside regular CitiBus service hours, requiring a full-time operator at overtime rates on Saturday and a part-time operator at their regular rate on Sunday. All buses used are ADA accessible. This service does not include regular ADA paratransit operations.

Based on the September 1, 2015, correspondence from FTA Chief Counsel Michael Culotta, this no-charge service does not constitute charter service under FTA regulations.

I am forwarding this request for City Council consideration.

Northern Choral Society
PO Box 842
Watertown, NY 13601

October 19, 2026

To Whom it may concern:

The Northern Choral Society would like to request the service of the Citi Buses to transport concert attendees for our Annual Christmas Concert. This service would reach community members coming to this event and would help alleviate traffic congestion around the event venue.

Our concert dates for the 2026 season are December 5th and 6th with both performances at 3PM. The concert location is Asbury United Methodist Church located at 327 Franklin St. The buses would start one (1) hour prior to each concert and end after all passengers are returned to the appropriate parking lots after the concert. The offsite parking lots are located within one-quarter (1/4) of a mile of the venue that would include the City Hall parking lot on Sterling St. and the First Presbyterian Church parking lot on Academy St. The number of passengers expected to be transported would be approximately 125 per performance totaling 250 for the event.

We appreciate your consideration of this request and look forward to hearing from you. Feel free to contact me at 315-771-2803 or the address listed above with any questions.

Sincerely,

David Elmer, NCS President

Resolution No. 1 November 16, 2026

RESOLUTION

Approving Request for Shuttle Bus Service, Northern Choral Society

	YEA	NAY
Council Member GARRABRANT, Shane A.		
Council Member KIMBALL, Robert O.		
Council Member OSBORNE Jr, Douglas E.		
Council Member SHOEN, Benjamin P.		
Mayor PIERCE, Sarah V.C.		
Total ……..		

Introduced by _____

WHEREAS the Northern Choral Society has performed a holiday concert at the Asbury United Methodist Church for the benefit of the citizens for years, and

WHEREAS the City of Watertown had graciously provided shuttle bus service for this concert at no charge to the riders or the Northern Choral Society since 2004, and

WHEREAS the Northern Choral Society has requested continuation of the limited shuttle service for its 2026 holiday concerts,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown, New York, approves providing limited shuttle bus service between the designated parking lots and the concert venue, at no charge-for the Northern Choral Society concert planned for Saturday, December 5th and Sunday, December 6th, 2026, at the Asbury United Methodist Church on Franklin Street.

Seconded by _____

Res No. 2

November 16, 2026

TO: The Honorable Mayor and City Council

FROM: Tina Bartlett-Bearup, Purchasing Manager

SUBJECT: Accepting Bid #2026-21 Portable Forensic Photography System – Cortexflo Portable 2.0 or Equivalent to Fernico Inc.

The City's Purchasing Department advertised in the Watertown Daily Times for sealed bids from qualified bidders for the Portable Forensic Photography System – Cortexflo Portable 2.0 or Equivalent, per City specifications and publicly opened and read the sealed bids on October 22, 2026, at 11:30 a.m. EST. Bids were provided to six (6) plan houses and three (3) potential vendors.

The Purchasing Department received one (1) sealed bid submittal, and the bid tabulation is shown below:

			CITY OF WATERTOWN, NEW YORK CITY HALL, ROOM 206 245 WASHINGTON STREET WATERTOWN, NEW YORK 13601-3380		
			Project:	Portable Forensic Photography System - Cortexflo Portable 2.0 or Equivalent	
			Bid / RFP Number:	Bid #2026-21	
			Opening Date:	Thursday, October 22, 2026 @ 11:30 AM	
			The following results are bids as presented at the bid opening and do not represent an award.		
Vendor Name and Address			**Fernico Inc.** 1910 Abbott St, Suite 201 Charlotte, NC 28203 Andrew Thompson sales@fernico.com		
Product	**Unit**	**Qty**			
Portable Forensic Photograpy System - Equipment Only	**Each**	1	$18,029.00		
Equipment Training (onsite)	**Each**	1	$1,995.00		
Total Bid Price			**$20,024.00**		

The Purchasing Manager and Police Department reviewed the responses to ensure compliance with the specifications and hereby recommend that City Council award the total bid for the Portable Forensic Photography System – Cortexflo Portable 2.0 or Equivalent to Fernico Inc. as the lowest responsive responsible bidder in the amount of $20,024.00.

The Portable Forensic Photography System will be fully funded by the Statewide Targeted Reductions in Intimate Partner Violence (STRIVE) grant administered by the state Division of Criminal Justice Services (DCJS).

If there are any questions concerning this recommendation, please contact me at your convenience.

RESOLUTION

Accepting Bid #2026-21 Portable Forensic Photography System – Cortexflo Portable 2.0 or Equivalent to Fernico Inc.

	YEA	NAY
Council Member GARRABRANT, Shane A.		
Council Member KIMBALL, Robert O		
Council Member OSBORNE Jr, Douglas E.		
Council Member SHOEN, Benjamin P.		
Mayor PIERCE, Sarah V.C.		
Total ……..		

Introduced by _____

WHEREAS the City desires the purchase, delivery, and training of a Portable Forensic Photography System – Cortexflo Portable 2.0 or Equivalent**,** per departmental specifications for use by the City's Police Department, and

WHEREAS the Purchasing Department advertised and received one (1) sealed bid for the Portable Forensic Photography System – Cortexflo Portable 2.0 or Equivalent, and

WHEREAS on October 22, 2026, at 11:30 a.m. the bids received were publicly opened and read, and

WHEREAS Purchasing Manager, Tina Bartlett-Bearup reviewed the bids received with the Police Department and it is their recommendation that the City Council accept the lowest responsive responsible bid submitted by Fernico Inc.,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby accepts the total bid price received from Fernico Inc. in the amount of $20,024.00, and

BE IT FURTHER RESOLVED that the City Manager, or their designee, is hereby authorized and directed to execute the Agreement on behalf of the City of Watertown.

Seconded by _____

CITY OF WATERTOWN, NEW YORK

CITY HALL, ROOM 206
245 WASHINGTON STREET
WATERTOWN, NEW YORK 13601-3380

Project:	Portable Forensic Photography System - Cortexflo Portable 2.0 or Equivalent
Bid / RFP Number:	Bid #2026-21
Opening Date:	Thursday, October 22, 2026 @ 11:30 AM

The following results are bids as presented at the bid opening and do not represent an award.

Vendor Name and Address			**Fernico Inc.** 1910 Abbott St, Suite 201 Charlotte, NC 28203		
Product	**Unit**	**Qty**			
Portable Forensic Photograpy System - Equipment Only	**Each**	**1**	$18,029.00		
Equipment Training (onsite)	**Each**	**1**	$1,995.00		
	Total Bid Price		**$20,024.00**		
Addendum Acknowledgement (if any)			N/A		
Bid Bond or Check (B / C)			N/A		
Non-Collusive Bidding Certificate			Y		
Certificate of Compliance with the Iran Divestment Act			Y		
Sexual Harassment Form			Y		
Certificate of Contractor Registry			N/A		
SAM's & NYS Debarred			N		

Res No. 3

November 16, 2026

TO: The Honorable Mayor and City Council

FROM: Tina Bartlett-Bearup, Purchasing Manager

SUBJECT: Accepting Proposal for RFP #2026-09 – Fixed Route Transit System Evaluation & Service Planning Study from Foursquare ITP

The City's Purchasing Department advertised in the Watertown Daily Times for sealed proposals from qualified vendors for a Fixed Route Transit System Evaluation & Service Planning Study, per City specifications and opened the sealed proposals on September 22, 2026, at 11:00 a.m. EST. Proposals were provided to seven (7) plan houses and twenty-one (21) potential vendors.

The Purchasing Department received six (6) sealed proposals, and the tabulations are shown below:

Vendor Name and Address	Cathay Express Transportation Inc.	Moore & Associates, Inc.	SRF Consulting Group Inc.
	126 Leilani's Lane	5840 Red Bug Lake Rd, PMB #270	3701 Wayzata Blvd, Suite 100
	Norwich, NY 13815	Winter Springs, FL 32708	Minneapolis, MN 55416
Total Project Cost	$120,000.00	$129,885.88	$135,000.00

Vendor Name and Address	Foursquare Integrated Transportation Planning Inc.	Nelson/ NYGAARD Consulting Associates, Inc.	Transpo Group USA, Inc.
	1250 H Street NW, Suite 450	2 Bryant Street, Suite 300	118 Maple Ave, Ste. 2
	Washington, DC 20005	San Francisco, CA 94105	New City, NY 10956
Total Project Cost	$159,885.40	$192,926.68	$199,920.00

The Purchasing Manager and Transit Director reviewed the response to ensure compliance with the specifications and in consultation with the Review Committee, hereby recommend that City Council award the contract for Fixed Route Transit System Evaluation & Service Planning Study to Foursquare ITP as the highest ranked proposal at a total amount of **$159,885.40.**

The Fixed Route Transit System Evaluation & Service Planning Study will be funded through the Federal Transit Administration (FTA) 5307-Urbanized Area Formula Grant NY-2022-060-05-01 (80%), NYSDOT funding (10%) and the General Fund as appropriated by the City Council within the fiscal year 2026-27 Adopted Budget (10%).

If there are any questions concerning this recommendation, please contact me at your convenience.

Resolution No. 3 November 16, 2026

RESOLUTION

Accepting Proposal for RFP #2026-09 - Fixed Route Transit System Evaluation & Service Planning Study to Foursquare ITP

	YEA	NAY
Council Member GARRABRANT, Shane A.		
Council Member KIMBALL, Robert O		
Council Member OSBORNE Jr, Douglas E.		
Council Member SHOEN, Benjamin P.		
Mayor PIERCE, Sarah V.C.		
Total ……..		

Introduced by _____

WHEREAS the City desires to contract with a qualified vendor to provide a Fixed Route Transit System Evaluation and Service Planning Study, and

WHEREAS the Purchasing Department advertised and received six (6) sealed proposals for the Fixed Route Transit System Evaluation and Service Planning Study, and

WHEREAS on September 22, 2026, at 11:00 a.m. the proposals received were opened, and

WHEREAS Purchasing Manager, Tina Bartlett-Bearup reviewed the proposals received with the Transit Director, Brandi Smith, and in consultation with the Review Committee, and it is their recommendation that the City Council accept the proposal submitted by Foursquare ITP, and

WHEREAS the Fixed Route Transit System Evaluation and Service Planning Study will be funded by the Federal Transit Administration (FTA) 5307-Urbanized Area Formula Grant NY-2022-060-05-01 (80%), NYSDOT funding (10%) and the General Fund as appropriated by the City Council within the fiscal year 2026-27 Adopted Budget (10%),

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby accepts the proposal received from Foursquare ITP in the amount of $159,885.40, and

BE IT FURTHER RESOLVED that the City Manager, or their designee is hereby authorized and directed to execute the Agreement on behalf of the City of Watertown.

Seconded by _____

CITY OF WATERTOWN, NEW YORK

CITY HALL
245 WASHINGTON STREET
WATERTOWN, NEW YORK 13601-3380

Project:	Fixed Route Transit System Evaluation & Service Planning Study
Bid / RFP Number:	RFP #2026-09
Opening Date:	Tuseday September 22, 2026 @ 11:00 AM

The following results are bids as presented at the bid opening and do not represent an award.

Vendor Name, Address, Point of Contact, and email address	**Cathay Express Transportation Inc.**	**Moore & Associates, Inc.**	**SRF Consulting Group Inc.**
	126 Leilani's Lane	5840 Red Bug Lake Rd, PMB #270	3701 Wayzata Blvd, Suite 100
	Norwich, NY 13815	Winter Springs, FL 32708	Minneapolis, MN 55416
	Esya Davydova, President	Allison Moore, President	Tod Polum, President & CEO
	john.isamov@cathaytransportation.com	allison@moore-associates.net	
Total Project Cost	$120,000.00	$129,885.88	$135,000.00
Addendum Acknowledgement (if any)	Y	Y	Y
Bid Bond or Check (B / C)	N/A	N/A	N/A
Non-Collusive Bidding Certificate	Y	Y	Y
Certificate of Compliance with the Iran Divestment Act	Y	Y	Y
Sexual Harassment Form	Y	Y	Y
SAM's & NYS Debarred	N	N	N

CITY OF WATERTOWN, NEW YORK

CITY HALL

245 WASHINGTON STREET

WATERTOWN, NEW YORK 13601-3380

Project:	Fixed Route Transit System Evaluation & Service Planning Study
Bid / RFP Number:	RFP #2026-09
Opening Date:	Tuseday September 22, 2026 @ 11:00 AM

The following results are bids as presented at the bid opening and do not represent an award.

Vendor Name, Address, Point of Contact, and email address	**Foursquare Integrated Transportation Planning Inc.**	**Nelson/ NYGAARD Consulting Associates, Inc.**	**Transpo Group USA, Inc.**
	1250 H Street NW, Suite 450	2 Bryant Street, Suite 300	118 Maple Ave, Ste. 2
	Washington, DC 20005	San Francisco, CA 94105	New City, NY 10956
	Lora Byala, President	Jennifer Wieland, Managing Director &Senior Principal	Patrick Lynch, Principal
	lbyala@foursquareitp.com	jwieland@nelsonnygaard.com	patrick.lynch@transpogroup.com
Total Project Cost	$159,885.40	$192,926.68	$199,920.00
Addendum Acknowledgement (if any)	Y	Y	Y
Bid Bond or Check (B / C)	N/A	N/A	N/A
Non-Collusive Bidding Certificate	Y	Y	Y
Certificate of Compliance with the Iran Divestment Act	Y	Yes, not notarized	Y
Sexual Harassment Form	Y	Y	Y
SAM's & NYS Debarred	N	N	N

MEMORANDUM
CITIBUS

Brandi Smith
Transit Director
Date: 11/4/2026
RFP: #2026-09

TO: Eric Wagenaar, City Manager
Subject: Fixed Route Transit System Evaluation and Service Planning Study

The RFP Evaluation Committee reviewed six proposals submitted for the Fixed Route Transit System Evaluation and Service Planning Study.

Following individual reviews and committee discussion, the committee unanimously recommends Foursquare ITP, at a proposed cost of $159,885.40.

The recommendation is based on Foursquare ITP's qualifications, extensive transit planning experience in New York State and the North Country, and understanding of CitiBus operations. Additional strengths include familiarity with the City's Passio system, a comprehensive approach to the study, and public engagement efforts, including coordination with LaBella Associates and input from CitiBus operators.

The committee considered qualifications, experience, proposed services, and cost, and determined that Foursquare ITP offered the best overall value to the City.

Project Funding

Funding Source	Amount
FTA (80%)	$127,908.32
NYSDOT (10%)	$15,988.54
City of Watertown (10%)	$15,988.54
Total Project Cost	$159,885.40

The City's share is $15,988.54, which is within the $20,000 already budgeted for this project. No additional City funding is required.

Based on the committee's unanimous recommendation, I recommend that City Council award RFP #2026-09 to Foursquare ITP in the amount of $159,885.40.

Brandi Smith,
Transit Director
CitiBus

Res. No. 4

November 16, 2026

To: The Honorable Mayor and City Council

From: Michael A. Lumbis, Planning and Community Development Director

Subject: Adopting the Revised General Municipal Law § 239-m Referral Exemption Framework and Authorizing an Intermunicipal Agreement with Jefferson County

New York State General Municipal Law (GML) § 239-m requires local municipal planning boards and zoning boards of appeals to refer certain land use, planning, and zoning actions located within 500 feet of specified features, including state or county roads, and municipal boundaries, to the Jefferson County Planning Board for review and recommendation.

Planning Staff routinely refers site plan approval, special use permit, zone change and variance applications to the Jefferson County Planning Board for review. Review of these applications by the Jefferson County Planning Board must occur before the various City boards vote on the application. Referral of these applications requires staff time on the part of both the City and County and can often extend the timeline for approvals depending on the timing of the dates of the various meetings.

GML § 239-m(3)(c) states that a county legislative body and a municipal governing body may enter into an agreement identifying classes of actions that are primarily of local concern and therefore exempt from regional referral requirements.

On July 7, 2026, the Jefferson County Board of Legislators adopted a resolution (see attached) approving the 2026 Jefferson County GML § 239-M Referral Exemption Framework aimed at reducing bureaucratic red tape, eliminating unnecessary administrative delays, and streamlining local economic development for land use matters that are of purely local concern.

The revised GML § 239-M Referral Exemption Framework is also attached. It includes a list of approvals and application types that would no longer be required to be referred to the Jefferson County Planning Board for review if the City Council adopts a reciprocal resolution approving the GML § 239-M Referral Exemption Framework and authorizing the City to enter into an intermunicipal agreement with the County. The application types included in the exemption would be small-scale nonresidential development, area variances for permitted uses, signage, accessory structures and uses, zoning board interpretations along with several others.

Adopting the attached resolution approving the referral exemption framework will increase local administrative efficiency and expedite routine zoning reviews for applicants.

The attached resolution adopts and approves Jefferson County's GML § 239-M Referral Exemption Framework and authorizes the City Manager to enter into an Intermunicipal Exemption Agreement with Jefferson County.

RESOLUTION

Adopting the Revised General Municipal Law § 239-m Referral Exemption Framework and Authorizing an Intermunicipal Agreement with Jefferson County

	YEA	NAY
Council Member GARRABRANT, Shane A.		
Council Member KIMBALL, Robert O.		
Council Member OSBORNE Jr, Douglas E.		
Council Member SHOEN, Benjamin P.		
Mayor PIERCE, Sarah V.C.		
Total ……..		

Introduced by _____

WHEREAS, New York State General Municipal Law (GML) § 239-m requires local municipal planning boards, zoning boards of appeals, and town/village/city boards to refer certain land use, planning, and zoning actions located within 500 feet of specified features—including state or county roads, municipal boundaries, and certified agricultural districts—to the county planning agency for review and recommendation, and

WHEREAS, GML § 239-m(3)(c) explicitly provides that a county legislative body and a municipal governing body may enter into an agreement identifying classes of actions that are primarily of local concern and therefore exempt from regional referral requirements, and

WHEREAS, the Jefferson County Board of Legislators, on July 7, 2026, duly adopted Resolution No. 204, approving a revised General Municipal Law § 239-M Referral Exemption Framework aimed at reducing bureaucratic red tape, eliminating unnecessary administrative delays, and streamlining local economic development for land use matters that are of purely local concern, and

WHEREAS, the Jefferson County Board of Legislators has authorized the Chairman of the Board of Legislators to execute reciprocal intermunicipal agreements with participating local municipalities within Jefferson County to implement this 2026 framework at no cost to the County, subject to each participating municipality's adoption of a corresponding resolution, and

WHEREAS, the City Council of the City of Watertown finds that adopting this reciprocal exemption list will significantly increase local administrative efficiency and expedite routine zoning reviews while ensuring that critical regional assets, such as state/county highway access, municipal boundaries, and airport safety zones, remain fully protected under county-level review,

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Watertown hereby adopts and approves the 2026 Updated Section 239-M Referral Exemption Framework, whereby the following specific categories of local planning, zoning, and land use actions shall be exempt from mandatory referral to the Jefferson County Planning Board, subject to the conditions and exceptions set forth herein:

RESOLUTION

Adopting the Revised General Municipal Law § 239-m Referral Exemption Framework and Authorizing an Intermunicipal Agreement with Jefferson County

	YEA	NAY
Council Member GARRABRANT, Shane A.		
Council Member KIMBALL, Robert O.		
Council Member OSBORNE Jr, Douglas E.		
Council Member SHOEN, Benjamin P.		
Mayor PIERCE, Sarah V.C.		
Total ……..		

(1) Small-Scale Nonresidential Development: Site plans or special permits for nonresidential structures under 2,000 square feet (threshold increased to 5,000 square feet within municipalities employing staff planners), provided that the project: does not include a drive-through or fuel pumps; does not create a new curb cut on a state or county road; does not involve outdoor storage or processing; does not involve towers or energy facilities; and the parcel is not located within 500 feet of a municipal boundary.

(2) Area Variances for Permitted Uses: Area variances for permitted uses, provided that the variance: does not involve building/structure height; does not affect access to a state or county road; does not occur adjacent to a municipal boundary; and does not affect airport compatibility (FAA or DOD Part 77) imaginary surfaces.

(3) Signage: Site plans, special permits, or variances for signs, provided that: the sign is not located within 100 feet of an intersection with a state or county roadway; or the sign does not exceed 25 feet in height and is not located within airport approach or imaginary surface zones associated with Watertown International Airport or Wheeler Sack Army Airfield.

(4) Agricultural District Trigger: Actions requiring referral solely due to proximity to a certified agricultural district, except for: projects that disturb more than 1 acre or result in 50% or more impervious lot coverage; wind turbines; and battery storage facilities.

(5) Accessory Structures and Uses: Site plans or variances for accessory structures, including garages, sheds, decks, pools, electric vehicle (EV) charging stations, and similar structures, unless: the structure exceeds 25 feet in height; the structure is directly adjacent to state or county property; or the structure is within airport takeoff approach zones (FAA Part 77 Imaginary Surfaces).

(6) EV Charging Stations (Accessory Installations): EV charging stations installed as accessory infrastructure within existing parking lots, with the exception that large charging facilities, charging plazas as the primary use, or projects involving significant site reconstruction shall always require referral.

(7) Telecommunications Co-Location: Modification, replacement, or co-location of telecommunications equipment (e.g., antennae) on existing towers or structures, with the

RESOLUTION

Adopting the Revised General Municipal Law § 239-m Referral Exemption Framework and Authorizing an Intermunicipal Agreement with Jefferson County

	YEA	NAY
Council Member GARRABRANT, Shane A.		
Council Member KIMBALL, Robert O.		
Council Member OSBORNE Jr, Douglas E.		
Council Member SHOEN, Benjamin P.		
Mayor PIERCE, Sarah V.C.		
Total ……..		

exception that the construction of new towers requires full county review.

(8) On-site Consumption Solar and Small Accessory Energy Systems: On-site consumption solar installations, battery storage facilities, and accessory solar systems serving a principal use, with the explicit exception that utility-scale solar, battery storage facilities (as a primary use), and wind turbines always require county review.

(9) Temporary Uses: Uses that do not require building permits, have a duration of less than one year, and are considered temporary, including temporary construction trailers, seasonal structures, short-term RV permits, and farmers' markets or flea markets.

(10) Zoning Board Interpretations: Zoning interpretations rendered by the Zoning Board of Appeals, as purely local administrative determinations.

(11) Administrative Zoning Amendments: Amendments to municipal zoning laws addressing fees, procedures, enforcement, and administrative corrections, which do not change land use patterns or development intensity.

(12) Renewals or Extensions of Existing Approvals: Renewals or extensions of previously approved site plans or special permits that contain no material changes from previous approvals.

BE IT FURTHER RESOLVED, that the City Manager of the City of Watertown is hereby authorized and directed to execute the reciprocal Intermunicipal Exemption Agreement with Jefferson County to formalize the implementation of this framework, and

BE IT FURTHER RESOLVED, that the City Clerk is hereby directed to forward a certified copy of this Resolution, upon its adoption, to the Jefferson County Department of Planning and Community Development, 175 Arsenal Street, Watertown, NY 13601.

RESOLUTION

Adopting the Revised General Municipal Law § 239-m Referral Exemption Framework and Authorizing an Intermunicipal Agreement with Jefferson County

	YEA	NAY
Council Member GARRABRANT, Shane A.		
Council Member KIMBALL, Robert O.		
Council Member OSBORNE Jr, Douglas E.		
Council Member SHOEN, Benjamin P.		
Mayor PIERCE, Sarah V.C.		
Total ……..		

Seconded by _____

JEFFERSON COUNTY BOARD OF LEGISLATORS
Resolution No. 204

Adopting Revised General Municipal Law 239-M Referral Exemption Framework and Authorizing Agreements in Relation Thereto

By Legislator: Philip N. Reed, Sr.

Whereas, The Jefferson County Planning Board was established pursuant to Article 12-B of the New York State General Municipal Law, and

Whereas, General Municipal Law Section 239-M requires local municipal boards to refer certain land use actions located within five hundred feet of specified features to the County Planning Board for review and recommendation, and

Whereas, The statute further provides that a county and a municipal governing body may enter into an agreement identifying classes of actions that are primarily of local concern and therefore exempt from regional referral, and

Whereas, Jefferson County and its municipalities recognize that routine zoning actions do not produce intermunicipal or countywide impacts and can be more efficiently addressed at the local level, thereby enabling the Jefferson County Planning Board to focus its review resources on development projects with significant regional, environmental, or infrastructural implications, and

Whereas, These administrative changes are implemented in an effort to reduce bureaucratic red tape and eliminate county reviews or involvement in projects that are of local concern only, and

Whereas, Adopting the aforementioned 2026 exemption framework for minor residential, nonresidential, accessory, and administrative actions streamlines local economic development and reduces unnecessary administrative delays while ensuring that critical areas, such as highway access, municipal boundaries, and airport safety zones, remain protected under county review.

Now, Therefore, Be It Resolved, That the Jefferson County Board of Legislators hereby adopts the attached Revised General Municipal Law 239-M Referral Exemption Framework, to be effective upon the adoption of this Resolution, and

Resolved, That the Chairman of the Board of Legislators is hereby authorized to execute intermunicipal agreements with participating local municipalities within Jefferson County for the implementation of the attached 2026 Updated Section 239-M Referral Exemption Framework at no cost to Jefferson County, upon adoption of a corresponding municipal resolution by each participating municipality, subject to approval of the County Attorney as to form and content.

Seconded by Legislator: Daniel R. McBride

State of New York)
) ss.:
County of Jefferson)

I, the undersigned, Clerk of the Board of Legislators of the County of Jefferson, New York, do hereby certify that I have compared the foregoing copy of Resolution No. 204 of the Board of Legislators of said County of Jefferson with the original thereof on file in my office and duly adopted by said Board at a meeting of said Board on the 7th day of July, 2026 and that the same is a true and correct copy of such Resolution and the whole thereof.

In testimony whereof, I have hereunto set my hand and affixed the seal of said County this 8th day of July, 2026.

Clerk of the Board of Legislators

Proposed 2026 Jefferson County 239-m Exemption Framework

New York General Municipal Law §239-m allows a county and local municipality to enter into agreements exempting certain actions that are determined to be "local rather than inter-community or countywide concern."

Most counties implement these agreements through formal intermunicipal exemption lists adopted by both the county and participating municipalities.

Across New York counties, exemption lists consistently focus on three categories:

- Residential actions
- Accessory or minor development
- Administrative zoning changes

Actions typically retained for county review include:

- Comprehensive plans
- Rezoning and zoning map amendments
- Large commercial development
- Large-scale energy infrastructure
- New telecommunications towers
- Projects affecting regional infrastructure, such as airports, highways, or military installations

Based on common practice across counties, Jefferson County should continue to require referral for issues related to the above actions. These retained categories align with the statutory purpose of General Municipal Law §239-m, which is to ensure that development with potential intermunicipal or countywide impacts receives regional review.

Proposed Updated Jefferson County Exemption List

Small-Scale Nonresidential Development

Site plans or special permits for nonresidential structures under *2,000 square feet shall be exempt, provided that the project:

- does not include a drive-through or fuel pumps
- does not create a new curb cut on a state or county road
- does not involve outdoor storage or processing
- does not involve towers or energy facilities
- parcel is not within 500 feet of municipal boundaries

***Note**: The threshold for exemption shall be increased to 5,000 square feet within municipalities that have staff planners. In particular, the Department should review and\or comment on County-wide or intermunicipal impacts as the **primary focus** of responses.

Precedent

St. Lawrence County exempts:

"Commercial projects under 5,000 square feet."

Policy Logic

Small commercial structures generally produce localized impacts and are frequently exempted in rural counties. *(Examples of use sizes: Starbucks averages between 1,500 and 2,000 sq ft; convenience store average size: 2,500 sq ft or larger; McDonald's often between 4,000 and 4,500 sq ft; Chick-fil-A is 5,000 sq. ft.)*

Area Variances for Permitted Uses

Area variances for permitted uses shall be exempt from County Planning Board review, provided that the variance:

- does not involve building/structure height
- does not affect access to a state or county road
- does not occur adjacent to a municipal boundary
- does not affect airport compatibility (FAA or DOD Part 77) imaginary surfaces

Precedent

Dutchess County exempts many variances.

Policy Logic

Dimensional relief rarely produces intermunicipal impacts and is widely treated as a local zoning matter.

Signage

Site plans, special permits, or variances for signs shall be exempt from County Planning Board review provided that:

- the sign is not located within one hundred feet of an intersection with a state or county roadway or
- the sign does not exceed twenty-five feet in height and is not located within airport approach or imaginary surface zones associated with Watertown International Airport or Wheeler Sack Army Airfield.

Precedent

Livingston County exempts several routine sign-related zoning actions, including certain illuminated sign variances, under its county referral exemption framework.

Policy Logic

Most local sign approvals involve modest height and visibility impacts that are confined to the immediate site. Taller pole signs, however, may affect aviation safety and visibility near airports or major roadway intersections. Retaining review of taller signs and those within airport influence areas ensures that potential impacts to aviation safety and transportation infrastructure continue to receive county-level evaluation.

Agricultural District Trigger

Actions requiring referral solely due to proximity to a certified agricultural district shall be exempt except for*:*

- projects that disturb more than 1 acre or result in 50% or more impervious lot coverage.
- wind turbines
- battery storage facilities

Precedent

State law already exempts certain area variances triggered solely by agricultural districts.

Policy Logic

Routine zoning actions near farms generally do not produce countywide effects.

Accessory Structures and Uses

Site plans or variances for accessory structures, including garages, sheds, decks, pools, electric vehicle (EV) charging stations, and similar structures, shall be exempt unless:

- the structure exceeds 25 feet in height
- the structure is directly adjacent to state or county property
- the structure is within airport takeoff\approach zones (FAA Part 77 Imaginary Surfaces)

Precedent

Lewis County and other rural counties routinely exempt accessory structures.

Example policy description:

- Single-family dwellings and related accessory structures
- Docks or waterfront structures associated with single-family residences
- Expansion of existing uses within existing buildings on existing lots

Policy Logic

Accessory structures for residential uses typically have minimal off-site impacts and are among the most common exemptions statewide.

EV Charging Stations (Accessory Installations)

EV charging stations installed as accessory infrastructure within existing parking lots shall be exempt.

Exception

Large charging facilities, charging plazas as the primary use, or projects involving significant site reconstruction shall require referral.

Policy Logic

Accessory chargers are considered infrastructure upgrades rather than land-use changes.

Telecommunications Co-Location

Modification, replacement, or co-location of telecommunications equipment (e.g. antennae) on existing towers or structures shall be exempt.

Exception

Construction of new towers requires review.

Policy Logic

Upgrading equipment on existing infrastructure rarely produces new land-use impacts.

On-site Consumption Solar and Small Accessory Energy Systems

On-site consumption solar installations, battery storage facilities, and accessory solar systems serving a principal use shall be exempt, except the following uses always require review:

- Utility-scale solar,
- Battery storage facilities, and
- Wind turbines.

Policy Logic

Accessory energy systems are analogous to other accessory structures.

Temporary Uses

Uses that do not require building permits are considered temporary and shall be exempt if the duration is less than one year. Temporary uses include:

- temporary construction trailers
- seasonal structures
- short-term RV permits
- farmers' markets\flea markets

Policy Logic

Temporary approvals rarely generate permanent intermunicipal impacts.

Zoning Board Interpretations

Zoning interpretations by the Zoning Board of Appeals shall be exempt.

Precedent

Several counties treat interpretations as purely local administrative determinations.

Policy Logic

Interpretations do not authorize development; they only clarify code language.

Administrative Zoning Amendments

Amendments to zoning laws addressing:

- fees
- procedures
- enforcement
- administrative corrections

shall be exempt from referral.

Precedent

Dutchess County exempts:

“Administrative amendments (fees, procedures, penalties).”

Policy Logic

Administrative amendments do not change land use patterns or development intensity.

Renewals or Extensions of Existing Approvals

Renewals or extensions of previously approved site plans or special permits that do not materially change the project shall be exempt.

Precedent

Dutchess County exemption language includes:

“Renewals/extension of site plans or special permits that have no changes from previous approvals.”

Policy Logic

These actions do not represent new development or policy decisions.

Res. No. 5

November 16, 2026

To: The Honorable Mayor and City Council

From: Eric F. Wagenaar, City Manager

Subject: Accepting GHD Consulting Services Inc. Amendment No. 1 for Professional Bidding and Construction Phase Services for the City of Watertown Pollution Control Facility Biosolids Hopper and Polymer Make-up System Replacement

City of Watertown Pollution Control Facility (PCF) staff have identified the need to replace the existing biosolids hopper conveyors and polymer make-up system. On May 6, 2024, the City Council approved a professional services agreement with GHD Consulting Services Inc. (GHD) for the design of the replacement of both systems at a cost of $82,000.

Funding for both of the projects was included in the City's 2026–2027 Capital Budget. Outlined on page 299, $3,000,000 has been allocated for the Biosolids Hopper upgrade, to be funded through a 10-year serial bond, with debt service beginning in FY 2027–2028 through the Sewer Fund. The $220,000.00 for the Polymer Make-up System will be funded through a transfer from the Sewer Fund (G.9950.0900), as identified on page 300.

The Water Department is requesting City Council approval of Amendment No. 1 to the agreement with GHD, in the amount of $131,850 for bidding and construction phase services. This will bring the total cost of professional services from $82,000 to $213,850.

The Biosolids Hopper project includes replacing the existing sludge conveyors, that carries the dewatered solids to a loading area outside the Sludge Disposal Building. The polymer make-up system will be relocated and replaced with new tanks, mixers and improved dust control. These systems are connected to other equipment used in the biosolids handling process and occupy the same space within the Sludge Disposal Building basement. Because of the limited space and layout of the Sludge Disposal Building, relocation of the Polymer Mark-up System is necessary to allow for room for the new conveyor equipment to be reassembled prior to installation. The work will require careful coordination with existing equipment, piping, and building structures to ensure the new systems are installed properly and the facility can continue operating.

GHD completed the design of the replacement systems and is familiar with the facility and its existing equipment. Having GHD involved during bidding and

construction will help address contractor questions, review equipment submittals, coordinate any necessary field changes, and resolve issues that may arise during installation. This additional support will be especially helpful given the space limitations and complexity of the work, while helping minimize disruptions to PCF operations.

Accordingly, a resolution has been prepared for City Council consideration.

RESOLUTION

Accepting GHD Consulting Services Inc. Amendment No. 1 for Professional Bidding and Construction Phase Services for the City of Watertown Pollution Control Facility Biosolids Hopper and Polymer Make-up System Replacement

	YEA	NAY
Council Member GARRABRANT, Shane A.		
Council Member KIMBALL, Robert O.		
Council Member OSBORNE Jr, Douglas E.		
Council Member SHOEN, Benjamin P.		
Mayor PIERCE, Sarah V.C.		
Total ……..		

Introduced by _____

WHEREAS, the City's Pollution Control Facility identified the need for replacement of the existing plate and frame press biosolids hopper conveyor and polymer make-up system; and

WHEREAS, the City Council approved Resolution No.1 on May 6, 2024, authorizing a Professional Services Agreement between the City and GHD Consulting Inc. (GHD) in the amount of $82,000.00 for engineering design services associated with the Biosolids Hopper and Polymer Make-up System Projects. With the Agreement executed on August 5, 2024; and

WHEREAS, the City Council authorized capital funding for the Biosolids Hopper Upgrade and Polymer Make-up System in FY 2026-2027, including $3,000,000 for biosolids hopper replacement to be funded through the issuance of a 10-year serial bond with the polymer make up system funded through a transfer from Sewer Fund G9950.0900 in the amount of $220,000.00; and

WHEREAS, the City Water Department requested a proposal from GHD for professional bidding and construction-phase services associated with the replacement of the biosolids hopper conveyors, and the polymer make-up system; and

WHEREAS, GHD submitted Amendment No. 1 for the bid services, construction administration and construction oversight in the amount of $131,850.00. The cost of professional services brought to $213,850,

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Watertown hereby approves the Professional Services Agreement between the City and GHD in the amount of $131,850, a copy of which is attached hereto and made a part of this resolution; and

BE IT FURTHER RESOLVED that the City Manager, or their designee, is hereby authorized and directed to execute the Agreement on behalf of the City of Watertown.

Seconded by _____

FISCAL YEAR 2026-2027
CAPITAL BUDGET
FACILITY IMPROVEMENTS
WASTEWATER TREATMENT

PROJECT DESCRIPTION	COST
Polymer Make Up System This project was initially approved in Fiscal Year 2023-24 at an estimated cost of $80,000 and funded with a transfer from the Sewer Fund. The expected cost has significantly increased. The current system is 40 plus years and has well exceeded its life expectancy. Repairs are increasing exponentially along with parts are nearly impossible to find. Leaks are being repaired multiple times a year. Without polymer we cannot dewater our biosolids and therefore cannot dispose of them. Design phase is complete ready to go out to bid.  Funding to support the project will be from a transfer from the Sewer Fund (G.9950.0900).	$ 220,000
TOTAL	$ 220,000

FISCAL YEAR 2026-2027
CAPITAL BUDGET
FACILITY IMPROVEMENTS
WASTEWATER TREATMENT

PROJECT DESCRIPTION	COST
Biosolids Hopper Upgrade This project was initially approved in Fiscal Year 2023-24 at an estimated cost of $500,000 to be funded with debt but the expected cost has significantly increased. The current hopper is 40 plus years old and has well exceeded its life expectancy. Repairs are increasing exponentially along with parts are nearly impossible to find. Without a hopper we have no way to dispose of biosolids from the building. $500,000 was budgeted 23-24. Design phase is complete ready to go out to bid.  Funding to support this project will be from the issuance of a 10-year serial bond with Fiscal Year 2027-28 Sewer Fund debt service of $320,00.	$3,000,000
TOTAL	$3,000,000

5788 Widewaters Pkwy
Syracuse, NY 13214
United States
www.ghd.com

13 October 2026

Mr. Aaron Harvill
Superintendent of Water
City of Watertown
245 Washington Street
Watertown, NY 13601

Re: WPCP Sludge Conveyor and Polymer System Replacement

Dear Mr. Harvill

GHD is pleased to provide the City of Watertown this proposal for bidding and construction administration services for the replacement of the plate and frame press sludge conveyors and the polymer makeup system in the Sludge Processing Building of the Water Pollution Control Plant (WPCP).

Please do not hesitate to contact us with any questions or comments you have on this matter.

GHD looks forward to continuing our work with the City of Watertown in the development and implementation of this project.

Sincerely,

GHD Consulting Services Inc.



Jason D. Greene, PE, BCEE

Project Director

JDG/

Enclosure

cc: Angel French, City of Watertown

Ariel Judd, PE, GHD

Q1403
Amendment No. 1

This Amendment/Change is effective _____, 2026, (the "Effective Date") between GHD Consulting Services Inc. (hereinafter "GHD") and City of Watertown, New York (hereinafter "Client"). In consideration of the mutual promises set forth herein, GHD and Client agree to modify the project details for the Original Agreement between GHD and Client referenced herein.

Project details

Project name:	WPCP Sludge Conveyor and Polymer System Replacement	**Project number:**	12621238
Effective Date of Original Agreement:	August 5, 2024	**Project Manager:**	Ariel Judd, PE

Description of proposed change:

Bidding and construction administration services for the replacement of the plate and frame press sludge conveyors and the polymer makeup system in the Sludge Processing Building of the Water Pollution Control Plant (WPCP).

Scope of Services

1. Bidding Phase

Upon written authorization from Client, GHD shall complete the following:

- Provide pdf bidding documents to the Client for distribution.
- Conduct a pre-bid conference.
- Receive questions from prospective bidders, prepare addenda as appropriate to clarify, correct, or change the bidding documents and submit to the Client for distribution.
- Attend the bid opening and assist Client in evaluating bids and in assembling and awarding contracts for the work.
    - Consult with the Client as to the acceptability of prospective Contractors, subcontractors, suppliers, and other entities proposed by the prospective Contractors, where applicable.

The bidding phase will be considered complete upon Client's acceptance of bids or upon cessation of negotiations with prospective bidders.

2. Construction Phase

Upon successful completion of the Bidding Phase and upon written authorization from Client, GHD shall complete the following:

A. General Administration of Construction Contract – Consult with Client and act as Client's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities and authority of GHD as assigned in the Construction Contract shall not be modified, except as GHD may otherwise agree in writing. All of Client's instructions to the Contractor will be issued through GHD, which shall have authority to act on behalf of Client in dealings with the Contractor to the extent provided in the Agreement and the Construction Contract, except as otherwise provided in writing.

B. Pre-Construction Conference – Conduct a Pre-Construction Conference prior to commencement of work at the site.

C. Schedules – Receive, review, and determine the acceptability of any and all schedules that the Contractor(s) are required to submit to GHD, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.

D. Visits to the Site and Observation of Construction – In connection with observations of Contractor's work while it is in progress.

   1. Make visits to the site at intervals appropriate to the various stages of construction, as GHD deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed work. Such visits and observations by GHD are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress or to involve detailed inspections of Contractor's work in progress beyond the responsibilities specifically assigned to GHD in this Agreement and the Construction Contract Documents, but rather to be limited to spot checking, selective sampling and similar methods of general observation of the work based on GHD's exercise of professional judgement. Based on information obtained during such visits and observations, GHD will determine in general if the work is proceeding in accordance with the Construction Contract Documents and GHD shall keep Client informed of the progress of the work.
   2. The purpose of GHD's visits to the site, will be to enable GHD to better carry out the duties and responsibilities assigned to and undertaken by GHD during the Construction Phase and, in addition, by the exercise of GHD's efforts as an experienced and qualified design professional, to provide for the Client a greater degree of confidence that the completed work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed project as a functioning whole as indicated in the Construction Contract Documents. GHD shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct or have control over Contractor's work, nor shall GHD have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected or used by Contractor, for security or safety at the site, for safety precautions and programs incident to Contractor's work, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the work. Accordingly, GHD neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish or perform the work in accordance with the Contract Documents. GHD will notify the Contractor and advise the Client if work is observed to be not in accordance with the Contract Documents. Further, GHD will make recommendations to the Client regarding acceptability of work, determination of defective work, and recommendations for withholding/limiting payment for non-acceptable/defective work. GHD's responsibilities regarding defective work, recommendations for payment and other construction phase duties are described in the following sections.
   3. Services are based on three months of part-time representation (144 labor hours) during active construction.

E. Defective Work - Reject work if, on the basis of GHD's observations, GHD believes that such work a) is defective under the standards set forth in the Contract Documents; b) will not produce a completed project that conforms to the Contract Documents; or c) will imperil the integrity of the design concept of the completed project as a functioning whole as indicated by the Construction Contract Documents.

F. Clarifications and Interpretations, Field Orders - Issue necessary clarifications and interpretations of the Construction Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Construction Contract Documents. Subject to any limitations in the Construction Contract Documents, GHD may issue field orders authorizing minor variations in the work from the requirements of the Construction Contract Documents.

G. Change Orders and Work Change Directives - Recommend change orders and work change directives to Client as appropriate, and prepare change orders and work change directives, as required.

H. Shop Drawings and Samples - Review and approve or take other appropriate action in respect to electronic (PDF) shop drawings and samples and other data which Contractor is required to submit, but

only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto. GHD shall meet any Contractor's submittal schedule that GHD has accepted.

I. Substitutes and "Or-Equal" - Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, and as defined in the Contract Documents.

J. Inspections and Tests - Assist Client with identification and coordination of inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests and approvals required by Laws and Regulations or the Construction Contract Documents. GHD's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests or approvals comply with the requirements of the Construction Contract Documents. GHD shall be entitled to rely on the results of such tests. Provide electronic PDF copies of test results to Client for their use.

   1. Services are based on providing welding inspection (96 labor hours) during anticipated periods of active field welding for the sludge conveyors.

K. Disagreements Between Client and Contractor - Render formal written decisions on all duly submitted issues relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance or progress of Contractor's work, review each duly submitted claim by Client or Contractor, and in writing either deny such claim in whole or in part, approve such claim, or decline to resolve such claim if GHD in its discretion concludes that to do so would be inappropriate. In rendering such decisions, GHD shall be fair and not show partiality to Client or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

L. Applications for Payment - Based on GHD's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

   1. Determine the amounts that GHD recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute GHD's representation to OWNER based on such observations and review that, to the best of GHD's knowledge, information and belief, Contractor's work has progressed to the point indicated, the work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents and to any other qualifications stated in the recommendation) and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is GHD's responsibility to observe Contractor's work. In the case of unit price work, GHD's recommendations of payment will include final determinations of quantities and classifications of Contractor's work (subject to any subsequent adjustments allowed by the Construction Contract Documents).
   2. By recommending any payment, GHD shall not thereby be deemed to have represented that observations made by GHD to check the quality or quantity of Contractor's work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's work in progress, or involved detailed inspections of the work beyond the responsibilities specifically assigned to GHD in this Agreement and the Contract Documents. Neither GHD's review of Contractor's work for the purposes of recommending payments nor GHD's recommendation of any payment including final payment will impose on GHD responsibility to supervise, direct or control Contractor's work in progress or for the means, methods, techniques, sequences or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the work. It will also not impose responsibility on GHD to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the contract price, or to determine that title to

any portion of the work in progress, materials, or equipment has passed to OWNER free and clear of any liens, claims, security interests or encumbrances, or that there may not be other matters at issue between OWNER and Contractor that might affect the amount that should be paid.

M. Contractor's Completion Documents - Receive, review, and transmit to Client maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, shop drawings, samples and other data and transmit the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment.

N. Substantial Completion - Promptly after notice from Contractor that Contractor considers the entire work ready for its intended use, in company with Client and Contractor, visit the project to determine if the work is substantially complete. If after considering any objections of Client, GHD considers the work substantially complete, GHD shall deliver a certificate of Substantial Completion to Client and Contractor.

O. Final Notice of Acceptability of the Work - Conduct a final visit to the project site, as deemed necessary) and determine if the completed work of Contractor is acceptable so that GHD may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, GHD shall also provide a notice in the form attached hereto as Exhibit E ("Notice of Acceptability of Work") that the work is acceptable to the best of GHD's knowledge, information and belief and based on the extent of the services provided by GHD under this Agreement.

P. Record Documents – Provide record drawings of the work completed based on conformed drawing markups received from Contractors identifying revisions to the work.

Q. Duration of Construction Phase - The Construction Phase will commence with the execution of the first Construction Contract for the project or any part thereof and will terminate upon written recommendation by GHD for final payment to Contractors. Duration of construction is based on 400 days to achieve substantial completion and an additional 30 days for final completion. GHD shall be entitled to an equitable increase in compensation if Construction Phase services (including “Visits to the Site and Observation of Construction” related services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.

R. Limitation of Responsibilities - GHD shall not be responsible for the acts or omissions of any Contractor, subcontractor or supplier, or other individuals or entities performing or furnishing any of the work, for safety or security at the Site, or for safety precautions and programs incident to Contractor's work, during the Construction Phase or otherwise. GHD shall not be responsible for the failure of any Contractor to perform or furnish the work in accordance with the Contract Documents. GHD will notify and advise Client regarding non-acceptable work or defective work as defined herein.

The number of Prime Contracts for work designed or specified by GHD upon which GHD’s compensation has been established under this agreement is two (2). If more Prime Contracts are awarded, GHD shall be entitled to an equitable increase in its compensation under this agreement.

3. Project Fees

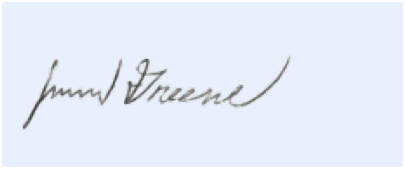
Task	Basis	Fee
Bidding	Lump Sum	$15,850
Construction Administration	Lump Sum	$76,000
Periodic Site Visits	Hourly, Not to Exceed	$18,000
Special Inspections	Hourly, Not to Exceed	$22,000
Total		**$131,850**

Current budgeted effort	$82,800	**Current completion date:**	March 31, 2026
This change (variation)	$131,850		
Revised budgeted effort total	$214,650	**Revised completion date:**	April 30, 2028

In witness whereof, GHD and Client have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

GHD

GHD Consulting Services Inc.



Jason Greene
Project Director
Date: 10-13-2026

Client

City of Watertown, NY

Name: Eric Wagenaar
Title: City Manager
Date:

NOTICE OF ACCEPTABILITY OF WORK (EJCDC® C-626 2018)

Owner:	Owner's Project No.:
Engineer:	Engineer's Project No.:
Contractor:	Contractor's Project No.:
Project:	
Contract Name:	
Notice Date:	Effective Date of the Construction Contract:

The Engineer hereby gives notice to the Owner and Contractor that Engineer recommends final payment to Contractor, and that the Work furnished and performed by Contractor under the Construction Contract is acceptable, expressly subject to the provisions of the Construction Contract's Contract Documents ("Contract Documents") and of the Agreement between Owner and Engineer for Professional Services dated **[date of professional services agreement]** ("Owner Engineer Agreement"). This Notice of Acceptability of Work (Notice) is made expressly subject to the following terms and conditions to which all who receive and rely on said Notice agree:

1. This Notice has been prepared with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. This Notice reflects and is an expression of the Engineer's professional opinion.
3. This Notice has been prepared to the best of Engineer's knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor's Work) under the Owner Engineer Agreement, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Owner Engineer Agreement.
5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Contract Documents, or to otherwise comply with the Contract Documents or the terms of any special guarantees specified therein.
6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.

Engineer

By (signature): _____

Name (printed): _____

Title: _____

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Res. No. 6

November 16, 2026

To: The Honorable Mayor and City Council

From: Eric F. Wagenaar, City Manager

Subject: Authorizing Amendment No. 8 of the Professional Services Agreement with GHD Consulting Services, Inc. for the Water Treatment Plant Disinfection By-Product Project

Attached is amendment No. 8 of the agreement between GHD Consulting Services, Inc. and the City of Watertown for consulting and engineering services for the City of Watertown Water Treatment Plant Disinfection By-Product System Design.

This amendment is for the additional raw water pump station breakout design for additional services already provided, the redesign of the project into a phased construction, construction administration, resident project representative, special inspections, material testing, post construction services and additional service allowance.

Funding for this change order is from the bond ordinance approved by City Council on April 15, 2024.

Attached for Council consideration is a resolution approving this amendment with GHD Consulting Services, Inc.

RESOLUTION

Authorizing Amendment No. 8 of the Professional Services Agreement with GHD Consulting Services, Inc. for the Water Treatment Plant Disinfection By-Product Project

	YEA	NAY
Council Member GARRABRANT, Shane A.		
Council Member KIMBALL, Robert O.		
Council Member OSBORN Jr., Douglas E.		
Council Member SHOEN, Benjamin P.		
Mayor PIERCE, Sarah V.C.		
Total ……..		

Introduced by _____

WHEREAS, GHD Consulting Services Inc., and the City of Watertown entered into a Professional Services Agreement dated April 5, 2022 to perform engineering services to reduce levels of disinfection by products entering the distribution system, in the amount of $43,900, and

WHEREAS the agreement with GHD was first amended to accommodate the pilot study which increased the contract by $663,000, and

WHEREAS Amendment No. 2 added $20,405 to the cost for a funding schedule, an interim report, SEQR assistance, WIIA/IMG funding assistance, DCIP funding assistance, and additional services, and

WHEREAS Amendment No. 3 added $49,300 to the cost for lease extension on Pilot Enclosure No. 2 by 2 weeks, an archaeological assessment, and additional sampling, and

WHEREAS Amendment No. 4 added $2,925,000 to the cost for the design of a new flocculation/sedimentation basin, addition of an ozonation system to the WTP, and converting existing filters to GAC, and

WHEREAS Amendment No. 5 incorporated NYSEFC mandatory terms and conditions to the GHD agreement with the City, at no additional cost, and

WHEREAS Amendment No. 6 added $67,400 to the cost for relocation of the ozone system from the WTP to the new flocculation/sedimentation building, submitting a supplemental 30% design deliverable, bringing the contract total to $3,769,005, and

WHEREAS GHD Consulting Services Inc. has submitted Amendment No. 7 for the raw water pump station redesign, the updated to the EPA administrative order, additional geotechnical services, added design work, additional services, and

WHEREAS GHD Consulting Services Inc. has submitted Amendment No. 8 for additional services already provided, the redesign of the project into a phased construction, construction administration, resident project representative, special inspections, material testing, post construction services and additional service allowance, and

RESOLUTION

Authorizing Amendment No. 8 of the Professional Services Agreement with GHD Consulting Services, Inc. for the Water Treatment Plant Disinfection By-Product Project

	YEA	NAY
Council Member GARRABRANT, Shane A.		
Council Member KIMBALL, Robert O.		
Council Member OSBORN Jr., Douglas E.		
Council Member SHOEN, Benjamin P.		
Mayor PIERCE, Sarah V.C.		
Total ……..		

WHEREAS funding for this change order is from the bond ordinance approved by City Council on April 15, 2024,

NOW THERFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves Amendment No. 8 of the Professional Services Agreement with GHD Consulting Service, Inc., a copy of which is attached and made part of this resolution, to include the additional services increase of $3,492,350.00, bringing the contract total to $7,458,468.00, and

BE IT FURTHER RESOLVED that the City Manager or their designee, is hereby authorized and directed to execute the Agreement on behalf of the City of Watertown.

Seconded by _____

Q1403
Amendment No. 8

This Amendment/Change is effective August 25, 2026, (the "Effective Date") between GHD Consulting Services Inc. (hereinafter "GHD") and the City of Watertown, New York (hereinafter "Client"). In consideration of the mutual promises set forth herein, GHD and Client agree to modify the project details for the Original Agreement between GHD and Client referenced herein.

Project details			
Project name:	Water Treatment Plant Water Quality Improvements	**Project number:**	12576729
Effective date of original agreement:	April 5, 2022	**Project Manager:**	Erica Goldin, PE
Description of proposed change:			

Additional Design Phase Services (already completed)

1. Liquid Oxygen (LOX) Procurement Documents
    a. Prepare a technical specification for pre-procurement of a LOX system. Specification will be provided to the Owner for incorporation into the Owner's front end bidding documents.
    b. Update design documents accordingly to include coordination requirements between the Contractor(s) and the awarded LOX system supplier(s).
2. Intermunicipal Grant (IMG)
    a. Prepare a NYSEFC IMG application for the 2025 application period. Application will be prepared in accordance with NYSEFC requirements.
    b. Review draft IMG application with the City and DANC and incorporate feedback as appropriate.
3. Progress Meetings
    a. Virtually attend up to 25 additional (Amendment No. 4 included 12 monthly progress meetings) progress meetings with the Owner to review the status of the project, discuss technical issues, discuss funding opportunities, solicit feedback on the design, review schedule and work performed during the previous period and anticipated in the next period. Issue minutes of the meetings.
4. Defense Community Infrastructure Program (DCIP)
    a. Provide additional assistance to the City in preparing a proposal to respond to the 2024 Notice of Funding Opportunity (NOFO) for DCIP funds.
    b. Assist the City in preparing a proposal to respond to the 2025 NOFO for DCIP funds.

ADD the following paragraph to Article 1.2.2.1 Additional Services Not Requiring Owner's Written Authorization in Amendment 4:

i. Services resulting from defective work: reject work if, on the basis of Engineer's and RPR's observations or special Inspections, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor

should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.

Contract No. 1 – Tree Clearing, Bidding and Construction Administration Services (already completed)

1. Assist the City during the bidding and construction phase of Contract No. 1, Tree Clearing.

Phase 1 Redesign Phase Scope of Services

The work of the above referenced project will be split into two phases. Phase 1 will include upgrades to the Raw Water Pump Station (RWPS), construction of the Pretreatment facility (except the ozone contactors and ozone system equipment), and construction of the rate of flow control (ROFC) valve on the settled water line in the WTP basement. Phase 2 will include construction of the ozone contactors and ozone equipment at the Pretreatment site and filter improvements at the WTP (including new filter media and underdrains, blowers/blower room and filter-to-waste piping). This amendment includes the scope of services for redesign of Phase 1 only. Phase 2 redesign services will be included by amendment at the time these services are needed.

1. Meetings
    a. Coordinate and attend a virtual project chartering meeting with the Owner to review the scope of work, budget, schedule, and information needs. Issue minutes of the meeting. An internal project chartering meeting will be held with the GHD team to review the project charter.
    b. Virtually attend one progress deliverable meeting with the Owner.
2. Design Phase Documents
    a. 100 percent design deliverable
        i. Prepare 100 percent design drawings, technical specifications, bidding documents, and an updated opinion of probable cost based on the June 30, 2026 update and additional improvements necessary to accommodate the Phase 2 expansion. Provide one electronic copy to the deliverable to the Owner.
    b. For Bid Documents
        i. After incorporating Owner review comments into the documents, deliver five (5) hard copies and a reproducible electronic copy of the contract documents to the Owner for advertisement of bidding.
3. Permitting/Approvals
    a. Revise the previously completed Stormwater Pollution and Prevention Plan (SWPPP), review and obtain approval for the updated SWPPP with the MS4 approver (Town of Pamelia). Proposal assumes that the MS4 approver will not require significant modification of the revised SWPPP.
    b. The project previously received exemption from the NYSDEC freshwater wetland Jurisdictional Determination (6 NYCRR 664.1(d)) due to the completed SEQR Negative Declaration on June 19, 2023. Per correspondence received from the NYSDEC, the project becomes subject to the Part 664 regulations on January 1, 2027, for a minor project or July 1, 2028, for a major project if construction is not complete. Since construction will not be complete by this time, the project will require re-evaluation under regulation 6 NYCRR 664.1(d). The proposal assumes that the project will need to be submitted and reviewed for JD assessment. It is assumed at this time that this will result in a negative JD approval from NYSDEC and not require a freshwater wetlands permit.
4. Technical Assumptions
    a. The opinion of probable cost for Phase 1 will be based on the costs included in the cost estimate provided to the Owner on June 30, 2026 and modifications necessary to accommodate the Phase 1 redesign.
    b. The revised Basis of Design report submitted to the NYSDOH on May 14, 2026 will serve as the engineering report required by the NYSDOH.

c. It is assumed that project phasing will not require submission of a revised Application for Approval of a Public Water Supply or additional NYSDOH review beyond that associated with the current approval process.

d. It is assumed that there will be no additional NYSDOH comments beyond the comments received on August 18, 2026 to be addressed on the Phase 1 design.

e. It is assumed that DOH comments received on August 18, 2026 that are applicable to Phase 2 will be addressed as part of the Phase 2 redesign.

f. The Owner will be responsible for coordination with the USEPA and NYSEFC.

g. Electrical service and generator upgrades

   i. A 600-amp electrical service and 200-250 kW generator will be designed for the Pretreatment site. It is assumed that this equipment will support both Phase 1 and Phase 2 facilities and will leave limited spare capacity available if Phase 2 is ultimately constructed. Final equipment sizing will be confirmed through updated electrical load calculations completed during the redesign.

   ii. No major electrical upgrades (electrical service or new generator(s)) will be completed at the WTP site as part of Phase 1. The only electrical work at the WTP site included in Phase 1 will be the power and control connections required for the ROFC valve on the settled water line in the WTP basement.

h. No additional field investigation (survey, geotechnical, utility locating, etc.) will be required for the redesign.

i. Ground improvement design for the entire Pretreatment site will be included in Phase 1.

j. As part of the phased implementation strategy, Phase 1 will include construction of the foundation system and extended reinforced concrete foundation walls along the footprint of the Pretreatment facility that will be immediately adjacent to the future ozone contactor facilities that are being removed from the current phase. The foundation walls will be extended down below subgrade to the ultimate Phase 2 building limits, creating a permanent structural interface for future expansion. This approach allows the Phase 2 facilities to be constructed immediately adjacent to the existing structure without requiring excavation beneath or adjacent to occupied foundations, thereby minimizing the potential for undermining, settlement impacts, or disruption to the Phase 1 facilities. During Phase 2 construction, the new slab will be doweled into the existing foundations, new reinforced concrete walls can be cast directly against the previously constructed walls, eliminating complex excavation and structural tie-in work while maintaining continuity of the overall facility layout. The phased foundation approach reduces future construction risk, simplifies sequencing, and provides a more constructible solution for accommodating the future ozone contactor expansion.

k. A total of 60 hours is budgeted for the redesign of the settled water line.

l. Jefferson County previously indicated that the building permit for the combined project was substantially complete. It is assumed that this permit applies to the Phase 1 redesign and that Phase 1 design does not need to be modified to comply with the 2025 building code requirements.

ADD Articles 1.3 Phase 1 Bidding Services and 1.4 Phase 1 Construction Administration Services

1.3 Phase 1 Bidding Services

a. After acceptance by Owner of the final Drawings and Specifications, other Construction Contract Documents and upon written authorization by Owner to proceed, Engineer shall:

   i. Assist Owner in advertising for and obtaining bids or proposals for the Work. Engineer will work with a plan room to issue assembled design, contract, and bidding-related documents to prospective contractors, maintain a record of prospective contractors to which documents have been issued. Distribution of bidding documents will be electronic only.

   ii. Attend a pre-bid conference at the WTP to receive questions from prospective bidders.

   iii. Respond to questions from prospective bidders with written responses and prepare and electronically issue Addenda, as appropriate to clarify, correct, or change the issued documents.

iv. Consult with Owner as to the qualifications of prospective contractors.

v. Consult with Owner as to the qualifications of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.

vi. Virtually attend the bid opening, prepare bid tabulations sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.

vii. Provide draft Notice of Award for Owner's use.

viii. Adhere to Owner's procurement policies.

ix. Provide four (4) executable sets of Contract documents to be distributed with the Notice of Award.

b. *Conformed Drawings:* Provide Owner with a fully conformed set of drawings and specifications reflecting all Addenda issued during the Bidding Phase. Provide the conformed documents, "Re-issued for Construction", in .pdf format with functional bookmarks. Provide three (3) printed copies of the specifications (all volumes) and three (3) full size and three (3) half-size set of drawings (specifications double sided, drawings single sided). A total of 186 hours is budgeted for conformed drawings.

c. The Bidding Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors.

1.4 Phase 1 Construction Administration Services

a. Upon successful completion of Bidding Phase, and upon written authorization from Owner, Engineer shall:

i. *General Administration of Construction Contract*: Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer as assigned in the Construction Contract shall not be modified, except as Engineer may otherwise agree in writing. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing. These services will be provided over an anticipated twenty-eight (28) month Contract period.

ii. *Resident Project Representative (RPR):* Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in the attached Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D.

1. A total of 4,080 hours is budgeted anticipating full time (i.e., 8 hours per day 5 days per week) coverage from February 1, 2027 through February 1, 2029 (24-month period).

2. Work on holidays is excluded.

3. During the course of these duties, the RPR will also provide NYS Building Code Special Inspections of concrete forming, reinforcing and placement and masonry construction as indicated in the Statement of Special Inspections, and coordinate with the subcontracted assistance of a testing company for materials testing of concrete, masonry grout and mortar and for the testing of soil compaction.

iii. *Selection of Independent Testing Laboratory:* Select an independent testing laboratory to perform the services identified in Paragraph 6.a.xxi.

iv. *Construction Conferences:* Participate in a pre-construction conference prior to commencement of Work at the Site. Coordinate monthly construction progress meetings with Owner, Contractor, and subcontractors on site. Review and issue minutes of each meeting. 26 monthly progress meetings are budgeted.

v. *Electronic Transmittal Protocols:* Comply with the requirements of the Contract Documents for electronic communications and transmission of project-related correspondence, documents, text, data, drawings, information, and graphics.

vi. *Schedules:* Receive, review, and determine the acceptability of schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Recovery Schedules, Schedule of Submittals, and Schedule of Values.

vii. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:

1. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.

2. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

3. A total of 584 hours is budgeted for Engineer's site visits inclusive of equipment/systems commissioning (not including visits for Construction Conferences or Special Inspections).

viii. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.

ix. *Non-reviewable Matters:* If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.

x. *Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.

xi. *Change Orders and Work Change Directives:* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.

xii. *Differing Site Conditions:* Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use.

xiii. *Shop Drawings, Samples, and Other Submittals:* Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.

xiv. *Substitutes and "Or-equal":* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.

xv. Inspections and Tests:

1. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.
2. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.
3. Pursuant to the terms of the Construction Contract, require special inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.

xvi. *Change Proposals and Claims:* (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and advise Owner regarding the Change Proposal and consider comments or responses from Owner regarding the Change Proposal, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.

xvii. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

1. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price Work, Engineer's recommendations of payment will

include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).

2. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

xviii. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Paragraph 6.a.xiii of Construction Phase Services. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. Review Contractor annotated drawings for general consistency with the RPR records and changes known to have occurred, including ties to facilities that cannot be readily observed in the constructed condition, and check that Contractor has submitted all pages. Provide record drawings of the completed facilities from reviewed record information obtained from the Contractor, RPR records, change orders and field orders. Draft record drawings shall be provided to the Owner for review before final completion, or 90 days from receipt, whichever is longer. Provide Owner with two hard copies and one electronic copy (pdf format) of the record drawings Provide one additional electronic copy in AutoCAD format of the record drawings. Identified deficiencies in the contractor's Completion Documents requiring the Contractor's action (uncovering work, additional field measurements) shall be incorporated into the contractor's punch list.

xix. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion. Engineer shall issue partial substantial completion certificates, including punch lists for equipment/systems that are used for its intended purpose prior to the contract substantial completion date, including review of Contractor's completion documents related to that equipment/system.

xx. SCADA Programming

1. Programming and SCADA work shall be completed to comply with the Watertown plant requirements.

2. Provide updates of Process Control Narratives, various databases lists, and create programming documentation. Programming fee is based on one draft Process Control Narrative and one final revision of the Process Control Narrative based on Owner's feedback.

3. PLC and SCADA programs - Provide programs with control and monitoring functions as outlined under Process Control Narratives, appendices, and meeting requirements of this section.

4. The control systems under this scope include 3 control panels with PLCs and local HMIs.
    a. Existing Coagulation PLC panel (in Raw Water Pump Station building)
    b. New Pretreatment Building PLC
    c. Existing WTP PLC (main PLC panel in the plant)
5. PLC Programming
    a. Develop control logic for all Mitsubishi FX5 PLCs based on the latest Owner-approved Process & Instrumentation Diagrams (P&IDs), functional descriptions, and control narratives.
    b. Convert and/or rewrite existing Mitsubishi PLC logic to FX5 environment, ensuring full functionality and compliance with Owner's standards.
    c. Configure all I/O modules, addressing, and communication settings.
    d. Implement interlocks, permissive, and alarms as per Owner specifications.
    e. Perform internal testing (FAT – Factory Acceptance Test) at the Engineer's office with the Owner and Engineer witnessing the test prior to site deployment.
    f. Programming fee is based on an estimated 200 total I/O points.
6. SCADA Programming
    a. Configure and update Ignition SCADA to interface with all upgraded PLCs.
    b. Develop and/or modify SCADA graphics, control screens, faceplates, trends, and alarm management.
    c. Ensure consistent HMI look-and-feel across all plant areas.
    d. Implement secure communications between PLCs and Ignition (Ethernet/IP, Modbus TCP, or as required).
    e. Provide historical data logging setup for critical signals.
    f. Perform internal testing (FAT – Factory Acceptance Test) prior to site deployment.
7. Deliverables
    a. Provide deliverables for each control system as follows:
        1) Annotated PLC Logic
        2) Supervisory Software Development
        3) Ancillary Software Development
        4) Ignition SCADA project backup
        5) SCADA system FAT/ SAT checkout/verification forms
        6) I/O database and tag list and updated SCADA tag database
        7) Alarm and event configuration list
        8) Training material and O&M manuals
        9) Final As-Built Documentation Package (hardcopy and electronic)
        10) Software Training
    b. Copies of completed work, or work in progress products (documents, software, programs, code, SCADA graphics/database, etc.) in applicable editable, electronic format. Rate of recurrence: Each progress payment.
    c. PLC programs implementation overview. Include:
        1) used data structures
        2) data organization and mapping
        3) data exchange and messaging

4) used conventions

5) development and configuration (addressing)

d. Closeout submittals

1) Program Code: Editable, electronic versions of program code (PLC, SCADA, database, etc.) on CD-R for Owner backup purposes.

2) Final Process Control Narrative

3) Networks configuration

4) “Executive Summary” type guide on how to use SCADA system. The guide shall be as short as possible (not more than 4 pages in length) and include: How to get around, How to monitor system (alarms), and How to control system.

5) Documentation of programming works complete with design documentation, databases, standard function/block subroutines (complete with functionality details), scripts, graphics templates, logic documentation, etc. created under this project at completion of work as specified.

6) Printouts of SCADA screen graphics layouts

7) Copies of all testing and commissioning results

8. Testing

a. Preliminary Testing: Perform in-house simulation of PLC and supervisory programs to validate programs are ready for on-site deployment.

b. Startup/Commissioning:

1) Perform the field testing of the control system for each process. Site visits will be based on the progress of construction and the needs of individual systems.

2) Assist the project team in verification and startup of the PLCs and supervisory software programmed by the Engineer.

3) Provide programming necessary to facilitate monitoring and control as designed, which includes tuning of the programs to resolve nuisance operation incurred by the PLC or supervisory programs.

9. Training: Provide the operations staff training on the use of the supervisory software, reporting software, and software-based dialer software.

a. The final training session will be video recorded and stored on the SCADA computer for future viewing by the Owner.

b. Training will be provided in multiple sessions as distinct milestones are achieved during construction.

c. A maximum of three (3) 1-hour sessions will be provided followed-up by one, final training session. Training on the use of the OEM systems will be provided by the respective OEM.

10. Workshops

a. Conduct three (3) workshops to ensure alignment between the Owner and the Engineer before, during, and after implementation.

b. Workshop 1 - Meeting at the plant to for kickoff and requirements alignment

1) Review project scope, schedule, and deliverables. Project understanding.

2) Review all project documentation prior to the meeting, prepare and propose implementation solutions.

3) Confirm Owner’s expectations for PLC programming, SCADA graphics, and historian setup.

4) Present and validate control narratives, I/O lists, tag naming conventions, and alarm philosophy.

5) Discuss vendor package PLC integration strategy, including data exchange requirements and responsibilities.

6) Define network architecture boundaries for PLCs, SCADA, and new CCTV cameras (IP ranges, VLAN segmentation).

7) Alarm philosophy discussion

8) Agreement on naming convention (tag names, descriptions, alarms).

9) Clarify responsibilities for software licensing (Ignition modules, GX Works3, Kepware, etc.).

c. Workshop 2 – Meeting at the plant to validate the design

1) Prepare meeting agenda and overview of implementation solutions based on outcome of the Project understanding meeting.

2) Walkthrough of draft PLC logic and SCADA screens

3) Review proposed tag database, historian configuration (process + alarms), and reporting setup.

4) Confirm integration approach for vendor PLCs (EtherNet/IP setup, tag handshakes).

5) Present updated network diagram includes CCTV cameras.

6) Identify gaps, missing points, or owner-requested changes before FAT.

7) Plan FAT procedure, test cases, and acceptance criteria.

d. Workshop 3 – Meeting at the plant for final review and acceptance

1) Checklist of I/O checkout, alarms, graphics, and historian functionality

2) Demonstrate integration with vendor PLCs and CCTV connectivity.

3) Review as-built documentation package (PLC code, Ignition backup, tag lists, network diagrams).

4) Collect final feedback and confirm Owner acceptance.

xxi. *Special Inspections and Testing of Materials:* Provide Special Inspections and testing of materials that shall consist of the following:

1. Provide Special Inspections as defined in the Statement of Special Inspections. A total of 64 hours of Engineer's site visits to perform special inspections, excluding material testing, is included in the allowance for special inspections.

2. Provide materials testing as required for Special Inspections and for quality control. To include the following:

a. Soils
- Soil Compaction (Nuclear Density) Testing per ASTM D2922 for Structural Fill*
- Soil sieve and modified proctor Testing*

b. Concrete
- Concrete Compressive Strength Testing per ASTM C39*
- Fresh concrete sampling, including slump testing per ASTM C143, air content testing per ASTM C231 & C173, temperature testing per ASTM C1064, density (unit weight) testing per ASTM C138, and hand calculations of actual water/cement ratio.*

  This testing will be performed for all concrete structures*

c. Masonry
- Mortar Testing per ASTM C780*
- Grout Testing per ASTM C1019*
- Masonry Strength (Prism) Testing per ASTM C1314*

3. The basis for the estimated allowance for material testing special inspections is the following estimated services:

Soil Testing Services

24 Days (4 to 8 hours) of soil testing technician time*

5 Half Days (0 to 4 hours) of soil testing technician time*

7 Tests, Sieve Analysis*

7 Tests, Modified Proctor (ASTM D1557)*

29 Days of Nuclear Density Meter Testing (ASTM D2922)*

Cast-In-Place Concrete Testing

31 Days (4 to 8 hours) of concrete testing technician time*

5 Half Days (0 to 4 hours) of concrete testing technician time*

822 Concrete compressive strength cylinders tests (ASTM C39)*

Masonry Testing Services

19 Days (4 to 8 hours) of masonry field testing technician time*

5 Half Days (0 to 4 hours) of masonry field testing technician time*

72 Grout compressive strength tests (ASTM C1019)*

72 Mortar compressive strength tests (ASTM C780)*

18 Compressive strength test of masonry prisms (ASTM C1314)*

Expense, Other Services, Expendables, and Miscellaneous

40 Hours of project manager (report review, meeting attendance) time*

50 Trips for specimen pick-up*

100 Technician trips*

15% Administrative/reporting fee of total invoice*

* Provided through the subcontracted assistance of an Independent Testing Company

xxii. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor.

Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor in the form attached hereto as Exhibit F ("Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of the Notice and Paragraph 6.a.xvii.2) to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement. Provide a Completed Works Certificate, and all required attachment thereto, and submit to the Health Department.

xxiii. *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

b. Duration of Construction Phase: The Construction Phase will commence with the execution of the General Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractor. Engineer's compensation under this Agreement is based upon five (5) prime contracts (Contract No. 1 already completed) in two phases of construction (see details below). Engineer shall be entitled to an equitable increase in compensation if Construction Phase services

(including Resident Project Representative services) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.

i. The construction of Phase 1 or the City of Watertown Water Treatment Plant Water Quality Improvements project will consist of four prime contracts (Contract Nos. 2 – 5, General, Electrical & Instrumentation, HVAC, and Plumbing). Duration of construction shall be 710 days to Substantial Completion and 850 days to Final Completion.

c. Limitation of Responsibilities: Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor or Supplier, or other individuals or entities performing or furnishing any of the Work, for safety or security at the Site, or for safety precautions and programs incident to Contractor's Work, during the Construction Phase or otherwise. Engineer shall not be responsible for the failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents or Contractor adherence to any permit conditions.

d. Post Construction Phase

Upon written authorization from Owner during the Post-Construction Phase, Engineer shall:

i. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs. Perform up to 12 half-day site visits during the warranty period to observe the completed work in operation with the Owner. Provide a field report, if appropriate, to document identified issues requiring Contractor attention.

ii. Together with Owner, visit the Project 11 months after substantial completion of Phase 1 of Contract Nos. 2 - 5 to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.

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

iv. A total of 72 hours are budgeted for post construction phase services

5. Payments to the Engineer

Scope/Task	**Fee**	**Fee Type**
Additional Design Phase Services • LOX Pre-Procurement Documents • IMG Application • Additional Progress Meetings • DCIP Application Assistance	$64,500 $12,500 $11,100 $29,900 $11,000	Lump Sum
Contract No. 1, Tree Clearing – Bidding and CA Services	$1,550	Lump Sum
Phase 1 Redesign	$186,600	Lump Sum
Phase 1 Bidding(1)	$96,200	Lump Sum
Phase 1 Construction Administration – Lump Sum(2)	$2,258,000	Lump Sum
Phase 1 Construction Administration - Hourly • Resident Project Representative(3) • Special Inspections and Material Testing Allowance(4)	$819,200 $661,700 $157,500	Hourly
Phase 1 Post Construction(5)	$16,300	Lump Sum
Phase 1 Additional Services Allowance(6)	$50,000	Hourly
TOTAL for Amendment 8(7)(8)	**$3,492,350**	-----

(1) Includes services included in Article 5.

(2) Includes services included in Articles 6.a (except for services included under other tasks), 6.b, 6.c. A total of 2,052 hours is budgeted for services included in Articles 6.a.viii, x, xi, xii, xiv, and xvi (clarifications/interpretations, field orders, change orders/work change directives, differing site conditions, substitutes, and change proposals/claims).

(3) Includes services included in Articles 6.a.ii.

(4) Includes services included in Articles 6.a.xxi. Fee includes utilizing a certified M/WBE independent testing company for material testing. A waiver for material testing will be requested from NYSEFC, and if received, a lower cost non-M/WBE company will be utilized for material testing.

(5) Includes services included in Articles 6.d.

(6) Allowance for use in providing additional services not requiring Owner authorization per Article 1.2.2 in Amendment 4 and as described herein and not to be used without prior authorization from the Owner for additional services requiring authorization from Owner per Article 1.2.1 in Amendment 4.

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

(8) Total anticipated M/WBE participation is $278,600 or approximately 8 percent of the bidding phase and construction phase total fee, against a NYSEFC participation goal of 20%. A partial M/WBE participation waiver will be requested on specific services in order to increase M/WBE participation on eligible engineering costs.

6. Schedule

GHD is prepared to begin work upon receipt of Owner's written authorization and acceptance of our proposal. We anticipate delivering 100% Design Documents 42 days after authorization and Bid Documents 7 days after review of the 100% Design Documents with the Owner.

Current budgeted effort:	$3,966,118	**Current completion date:**	January 31, 2026
This change (variation):	$3,492,350		
Revised budgeted effort total:	$7,458,468	**Revised completion date:**	June 30, 2030

In witness whereof, GHD and Client have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

GHD

GHD Consulting Services Inc.

Kevin Castro
President
Date: 8/25/2026

Client

City of Watertown, NY

Eric Wagenaar
City Manager
Date:

Attachments

This is **EXHIBIT D**, consisting of 5 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated 08/22/2018.

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

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

ARTICLE 1 - SERVICES OF ENGINEER

D1.01 *Resident Project Representative*

A. Engineer shall furnish a Resident Project Representative ("RPR") to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree. RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.

B. Through RPR's observations of the Work, including field checks of materials and installed equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor's work in progress, for the coordination of the Constructors' work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in Exhibit A, Paragraph A1.05, of this Agreement are applicable.

C. The duties and responsibilities of the RPR are as follows:

1. *General:* RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.

2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such schedules.

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3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.

4. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.

5. *Liaison:*

    a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.

    b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.

    c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.

6. *Clarifications and Interpretations:* Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor. ,

7. *Shop Drawings and Samples:*

    a. Record date of receipt of Samples and Contractor-approved Shop Drawings.

    b. Receive Samples that are furnished at the Site by Contractor and notify Engineer of availability of Samples for examination.

    c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor, or has not been approved by Contractor or Engineer.

8. *Proposed* M*odifications:* Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.

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9. *Review of Work; Defective Work:*

    a. Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents and provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.

    b. Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work.

    c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.

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

    a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.

    b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.

    c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.

    d. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.

    e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.

    f. Supplemental coating inspections, including DFT measurement, when the Coating Inspector is not on site.

11. *Records*:

    a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, approved Shop Drawing and Sample submittals, and other Project-related documents.

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b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.

c. Digitally photograph or video Work in progress or Site conditions on a regular basis throughout the duration of construction

d. Record and maintain accurate, up-to-date lists of the names, addresses, fax numbers, e-mail addresses, websites, and telephone numbers (including mobile numbers) of all Contractors, Subcontractors, and major Suppliers of materials and equipment.

e. Maintain records for use in preparing Project documentation.

f. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

g. Provide unedited electronic files of photographic record to the Owner at Final Completion. Owner has no obligation to review the photographs and they are provided for record only.

12. *Reports:*

a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.

b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.

c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.

d. Immediately inform Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.

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

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

15. *Completion*:

    a. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.

    b. Participate in Engineer's visit to the Site in the company of Owner and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.

    c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work (Exhibit F).

D. Resident Project Representative shall not:

1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).

2. Exceed limitations of Engineer's authority as set forth in this Agreement.

3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.

4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.

5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.

6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.

7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.

8. Authorize Owner to occupy the Project in whole or in part.

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EJCDC®
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

NOTICE OF ACCEPTABILITY OF WORK

PROJECT: Water Treatment Plant Water Quality Improvements Project

OWNER: City of Watertown, NY

CONTRACTOR:

OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION:

EFFECTIVE DATE OF THE CONSTRUCTION CONTRACT:

ENGINEER: GHD Consulting Services Inc.

NOTICE DATE:

To: _____
Owner

And To: _____
Contractor

From: _____
Engineer

The Engineer hereby gives notice to the above Owner and Contractor that Engineer has recommended final payment of Contractor, and that the Work furnished and performed by Contractor under the above Construction Contract is acceptable, expressly subject to the provisions of the related Contract Documents, the Agreement between Owner and Engineer for Professional Services dated August 22, 2018, and the following terms and conditions of this Notice:

CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK

The Notice of Acceptability of Work ("Notice") is expressly made subject to the following terms and conditions to which all those who receive said Notice and rely thereon agree:

1. This Notice is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.

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2. This Notice reflects and is an expression of the Engineer's professional opinion.

3. This Notice is given as to the best of Engineer's knowledge, information, and belief as of the Notice Date.

4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor's work) under Engineer's Agreement with Owner, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Agreement.

5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the related Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Construction Contract Documents, or to otherwise comply with the Construction Contract Documents or the terms of any special guarantees specified therein.

6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.

By: _____

Title: _____

Dated: _____

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Res. No. 7

November 16, 2026

To: The Honorable Mayor and City Council

From: Eric F. Wagenaar, City Manager

Subject: Accepting Cost Proposal from Wright Pierce for Phase 1 Reservoir Lining for the New Water Storage Tank, Lining and Transmission Main

The East Reservoir is a 5 MG inground potable water storage tank and since its construction in the late 1800's it has been plagued with leaks. Throughout the years there have been numerous attempts to repair the inground tank yielding varying degrees of success but nothing long-term.

April 2025 the City entered into an agreement with Wright Pierce Engineering Consultants. Agreement is entitled Drinking Water Reservoir Engineering Services for the development and submission of a preliminary engineering report to the New York State Environmental Facilities Corporation (EFC).

August of 2025 Council authorized the City Manager to apply for grant funding through the NYS Environmental Facilities Corporation, including the Water Infrastructure Improvement ACT (WIIA) and the Drinking Water State Revolving Fund (DWSRF).

December 2025 the City was awarded $5,000,000 from the Drinking Water State Revolving Fund (DWSRF) and underwent the EFC mandated process for selecting an Engineering firm for the planning and design of an aboveground 5MG storage tank, replacement of a section of dedicated water supply mains and the relining of the existing 5 MG inground storage reservoir.

Wright Pierce has submitted a split phase cost proposal for the East Reservoir Replacement Project that includes design, hydraulic modeling, bid services and construction administration and oversight. Phase 1 Reservoir Lining, encompasses planning, design, bid services, construction administration and system hydraulic modeling at a cost of $600,000.00. Phase 2, which will address the Water Storage Tank and Transmission Main Modifications, will be submitted for consideration through a future contract amendment..

Accordingly, a resolution has been prepared for City Council consideration.

RESOLUTION

Accepting Cost Proposal from
Wright Pierce for Phase 1 Reservoir Lining for the New Water Storage Tank, Lining and Transmission Main

	YEA	NAY
Council Member GARRABRANT, Shane A.		
Council Member KIMBALL, Robert O.		
Council Member OSBORNE Jr, Douglas E.		
Council Member SHOEN, Benjamin P.		
Mayor PIERCE, Sarah V.C.		
Total ……..		

Introduced by _____

WHEREAS, on April 21, 2025 the City readopted the Fiscal Year 2024-25 budget to add the Thompson Park Reservoir Reconstruction/Rehabilitation Project at an estimated maximum cost of $12,000,000.; and

WHEREAS the City of Watertown entered into an Agreement dated April 22nd, 2025 with Wright Pierce Engineering Consultants. Agreement is entitled Drinking Water Reservoir Engineering Services at a cost of $15,000 for the development and submission of a preliminary engineering report to the New York State Environmental Facilities Corporation (EFC); and

WHEREAS On August 4, 2025 Council authorized the City Manager to apply for grant funding through the NYS Environmental Facilities Corporation, including the Water Infrastructure Improvement ACT (WIIA) and the Drinking Water State Revolving Fund (DWSRF); and

WHEREAS, on October 6 2025 Council appropriated an additional $7,700.00 for Wright Pierce to develop and submit an application for funding from the New York State EFC Water Infrastructure Investment Act (WIIA) for the re-lining of the 5.0 MG reservoir; and

WHEREAS, on December 19, 2025 the City was awarded $5,000,000 from the Drinking Water State Revolving Fund (DWSRF); and

WHEREAS, on June 2, 2026 The City posted a Request for Qualifications (RFQ) for the project in accordance with the procurement requirements of the Drinking Water State Revolving Fund (DWSRF). On June 17, 2026 The City received RFQ and following the review procedure scheduled interviews with the top 2 scoring firms. Interviews were conducted on August 24 and August 25, 2026. Wright Pierce was selected and a cost proposal for the design services was requested; and

WHEREAS, Wright Pierce has submitted a split phase cost proposal for the East Reservoir Replacement Project that includes design, hydraulic modeling, bid services and construction administration and oversight. Phase 1 Reservoir Lining, encompasses planning, design, bid services, construction administration and system hydraulic modeling at a cost of $600,000.00; and

RESOLUTION

Accepting Cost Proposal from
Wright Pierce for Phase 1 Reservoir Lining for the New Water Storage Tank, Lining and Transmission Main

	YEA	NAY
Council Member GARRABRANT, Shane A.		
Council Member KIMBALL, Robert O.		
Council Member OSBORNE Jr, Douglas E.		
Council Member SHOEN, Benjamin P.		
Mayor PIERCE, Sarah V.C.		
Total ……..		

WHEREAS, Phase 2 Water Storage Tank and Transmission Main Modifications, planning, design bid services, construction administration and system hydraulic modeling associated with the aboveground tank will be proposed as an amendment in the future;

NOW THERFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the Professional Services as outlined in the attached agreement in the amount of $600,000.00 between the City of Watertown and Wright Pierce, a copy of which is attached and made a part of this resolution; and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized and directed to execute the Agreement on behalf of the City of Watertown.

Seconded by _____

AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

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AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

This is an Agreement between **City of Watertown, NY** (Owner) and **Wright-Pierce Engineering Consultants, P.C.** (Engineer). Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as **Reservoir Replacement Project** (Project). Other terms used in this Agreement are defined in Article 7. Engineer's services under this Agreement are generally identified as **engineering services supporting the lining and replacement of the existing 5 million gallon reservoir**.

Owner and Engineer further agree as follows:

ARTICLE 1—SERVICES OF ENGINEER

1.01 Scope

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

B. All phases of service will include Management of Engineering Services as shown in Exhibit A and L.

ARTICLE 2—OWNER'S RESPONSIBILITIES

2.01 Project Information

A. To the extent Owner has not already provided the following, or has new, additional, or revised information from that previously provided, Owner shall provide Engineer with information and data needed by Engineer in the performance of Basic and Additional Services, including Owner's:

1. design objectives and constraints;
2. space, capacity, and performance requirements;
3. flexibility and expandability needs;
4. design and construction standards;
5. budgetary limitations; and
6. any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.

B. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, Owner shall obtain, furnish, or otherwise make available (if necessary through retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services; or, with consent of Engineer, Owner may authorize the Engineer to obtain or provide all or part of such additional information as Additional Services. Such additional information or data may include the following:

1. Property descriptions.
2. Zoning, deed, and other land use restrictions.
3. Surveys, topographic mapping, and utility documentation.

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4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.

5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; appropriate professional interpretation of such information or data.

6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas.

7. Data or consultations as required for the Project but not otherwise identified in this Agreement.

C. Owner shall examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.

D. Owner shall furnish to Engineer data as to Owner's anticipated costs for services to be provided to Owner by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) so that Engineer may assist Owner in collating the various cost categories that comprise Total Project Costs.

E. Owner shall advise Engineer if any invention, design, process, product, or device that Owner has requested, required, or recommended for inclusion in the Drawings or Specifications will be subject to payment (whether by Owner or Contractor) of any license fee or royalty to others, as required by patent rights or copyrights.

F. Owner shall inform Engineer as to whether Engineer's assistance is requested with respect to Owner's evaluation of the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.

G. Owner shall inform Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.

2.02 Owner's Instructions Regarding Bidding/Proposal and Front-End Construction Contract Documents

A. Owner shall give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable) and Owner's construction contract practices and requirements, and furnish to Engineer (or give specific directions requesting Engineer to use copies already in Engineer's possession) the following:

1. Owner's standard contract forms, general conditions (if other than the current edition of EJCDC® C-700, Standard General Conditions of the Construction Contract), supplementary conditions, text, and related documents and content for Engineer to include in the draft Bidding/Proposal Documents, and in draft Front-End Construction Contract Documents;

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2. insurance and bonding requirements;

3. protocols for electronic transmittals during bidding and construction;

4. Owner's safety and security programs applicable to Contractor and other Constructors;

5. diversity and other social responsibility requirements;

6. bidding and contract requirements of funding, financing, or regulatory entities;

7. other specific conditions applicable to the procurement of construction or contract documents;

8. any other information necessary for Engineer to assist Owner in preparing its Bidding/Proposal Documents and Front-End Construction Contract Documents.

B. Owner shall have responsibility for the final content of (1) such Bidding/Proposal Documents, and (2) such Front-End Construction Contract Documents, other than content furnished by Engineer concerning the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters.

1. Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.

C. If there will be an advertisement soliciting bids for construction, Owner shall place and pay for such advertisement.

2.03 Owner-Furnished Services

A. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, Owner shall obtain, as required for the Project:

1. Accounting, bond and financial advisory services (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.

2. Legal services, including attorney review of proposed Construction Contract Documents, legal services required by Owner, legal services needed as a result of issues raised by Contractor, and Project-related legal services reasonably requested by Engineer.

3. Auditing services, including those needed by Owner to ascertain how or for what purpose Contractor has used money paid to it.

B. Unless indicated to be provided by others, Owner shall provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Owner shall provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.

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C. Owner shall acquire or arrange for acquisition of the Site(s) and any temporary or permanent rights of access, easements, or property rights needed for the Project.

D. With respect to the portions or phases of the Project designed or specified by Engineer, Owner shall provide, obtain, or arrange for:

1. all required reviews, approvals, consents, and permits from governmental authorities having jurisdiction, and

2. such reviews, approvals, and consents from others as may be necessary for completion of each portion or phase of the Project.

E. Owner may delegate to Contractor or others the responsibilities set forth in Paragraphs 2.03.C and D.

2.04 Owner's General Responsibilities

A. Owner shall inform Engineer of the policies, procedures, and requirements of Owner that are applicable to Engineer's performance of services under this Agreement.

B. Owner shall provide Engineer with Owner's budget for the Project, including type and source of funding to be used, and will promptly inform Engineer if the budget or funding sources change.

C. Owner shall inform Engineer in writing of any safety or security programs that are applicable to the personnel of Engineer, its Subconsultants, and Engineer's Subcontractors, as they visit the Site or otherwise perform services under this Agreement.

D. Owner shall arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under this Agreement.

E. Owner shall provide necessary direction and make decisions, including prompt review of Engineer's submittals, and carry out its other responsibilities in a timely manner so as not to delay Engineer's performance of its services.

F. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.

G. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:

1. any development that affects the scope or time of performance of Engineer's services;

2. the presence at the Site of any Constituent of Concern; or

3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.

H. Owner shall advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project,

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including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.

I. If Owner designates a construction manager, site representative, or any individual or entity other than, or in addition to, Engineer to represent Owner at the Site, Owner shall define and set forth as an exhibit to this Agreement the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.

J. Owner shall:

1. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.

2. Primarily communicate with Engineer's Subcontractors and Subconsultants through the Engineer.

a. Promptly inform Engineer of the substance of any communications between Owner and Engineer's Subcontractors or Subconsultants.

b. Refrain from directing the services of Engineer's Subcontractors or Subconsultants.

3. Authorize Engineer to provide Additional Services as set forth in Article 2 of Exhibit A of the Agreement, as required.

4. Perform or provide the following:

a. Additional responsibilities as described in Exhibit A and L.

2.05 Payment

A. Owner shall pay Engineer as set forth in Article 4 and Exhibit J.

B. Engineer's compensation is summarized as follows; if there is a conflict between the following summary and the contents of Exhibit J, then Exhibit J will prevail.

Task	Project Planning	Estimated Hours	Estimated Engineer Expenses	Estimated Subcontractor Expenses	Total Fee Amount	Basis of Compensation
Phase 1- Reservoir Lining						
Task 1.1	Project Planning	675	$2,000	$40,000	$150,000	Time and Materials, Not to Exceed
Task 1.2	Project Design	700	$0	$0	$130,000	Time and Materials, Not to Exceed
Task 1.3	Bid Services	90	$1,000	$0	$21,000	Time and Materials, Not to Exceed
Task 1.4	Construction Administration	475	$4,000	$12,000	$105,000	Time and Materials, Not to Exceed

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Task 1.5	*Construction Observation (320 hours regular, 40 hours OT)	360	$0	$62,000	$62,000	Time and Materials, Not to Exceed
Task 1.6	System Hydraulic Modeling	500	$4,000	$0	$100,000	Time and Materials, Not to Exceed
Task 1.7	Additional Services	200	$0	$0	$32,000	Time and Materials, Not to Exceed
Total Proposed Fee – Phase 1					**$600,000**	
Phase 2 – Water Storage Tank and Transmission Main Modifications – Future Phase **						
Task 2.1	Project Planning				By amendment	TBD
Task 2.2	Project Design				By amendment	TBD
Task 2.3	Bid Services				By amendment	TBD
Task 2.4	Construction Administration				By amendment	TBD
Task 2.5	***Construction Observation (5760 hours regular, 720 hours OT, 2 inspectors)				By amendment	TBD
Task 2.6	System Hydraulic Modeling				By amendment	TBD
Task 2.7	Additional Services				By amendment	TBD
Total Proposed Fee – Phase 2					By amendment	
TOTAL Proposed Fee Phases 1 and 2					**$3,455,000**	

***Based on a **2** month continuous construction period.

**** Phase 2 – Water Storage Tank and Transmission Main Modifications is a future phase to be authorized by the Owner at a later date and after completion of Phase 1.

*****Based on a **18** month continuous construction period.

1. Compensation items and totals based in whole or in part on Hourly Rates, Direct Labor, or Percentage of Construction Cost are estimates only.
2. Lump sum amounts incorporate Engineer's labor, overhead, profit, and Engineer's Subcontractor and Subconsultants' charges.

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ARTICLE 3—SCHEDULE FOR RENDERING SERVICES

3.01 Commencement

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

3.02 Time for Completion

A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services, or specific dates by which services are to be completed, ~~are provided in Exhibit B, and are hereby agreed to be reasonable~~ will be discussed and mutually agreed upon at project start.

B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, will be adjusted equitably.

C. If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, will be adjusted equitably.

D. If Engineer fails, for reasons within control of Engineer, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages to the extent, if any, resulting from such failure by Engineer.

ARTICLE 4—INVOICES AND PAYMENTS

4.01 Invoices

A. Preparation and Submittal of Invoices: Engineer shall prepare invoices in accordance with its standard invoicing practices, the progress reporting and special invoicing requirements (if any) in Exhibit A Paragraph 1.01.A, and the terms of Exhibit J. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 Payments

A. Application to Interest and Principal: Payment will be credited first to any interest owed to Engineer and then to principal.

B. Disputed Invoices: If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so; may withhold only that portion so disputed; and must pay the undisputed portion, subject to the terms of Paragraph 4.01. After a disputed item has been resolved, Engineer shall include the agreed-upon amount on a new invoice.

C. Failure to Pay: If Owner fails to make any undisputed payment due Engineer within 30 days after receipt of Engineer's invoice, then:

1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and

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2. Engineer may, after giving 7 days' written notice to Owner, suspend services under this Agreement until Owner has paid in full amounts due. Owner waives any and all claims against Engineer for any such suspension.

D. Sales or Use Taxes: If after the Effective Date any governmental entity takes an action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement will be in addition to the compensation to which Engineer is entitled under the terms of Exhibit J.

ARTICLE 5—OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

A. Engineer's opinions of probable Construction Cost (if any) are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

5.02 Opinions of Total Project Costs

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

ARTICLE 6—GENERAL CONSIDERATIONS

6.01 Standards of Performance

A. Standard of Care: The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.

B. Technical Accuracy: Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information or changed field conditions.

C. Engineer's Subcontractors and Subconsultants: Engineer may retain such Engineer's Subcontractors and Subconsultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.

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D. Reliance on Others: Subject to the standard of care set forth in Paragraph 6.01.A, Engineer may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, subcontractors, manufacturers, suppliers, and the publishers of technical standards.

E. Owner recognizes that special risks occur whenever engineering or related disciplines are applied to identify subsurface environmental, soil, geological or hydrological conditions. Even a comprehensive sampling and testing program, implemented with appropriate equipment and experience with personnel under the direction of a trained professional who functions in accordance with the prevailing standard of care, may fail to detect certain hidden conditions. For similar reasons, actual environmental, soil, geological, hydrological, and technical conditions that Wright-Pierce properly inferred to exist between sampling points may differ significantly from those that actually exist. The passage of time also must be considered, and Owner recognizes that due to natural occurrences or direct or indirect human intervention at the Site or distance from it, actual conditions may quickly change.

F. Compliance with Laws and Regulations, and Policies and Procedures

1. Engineer and Owner shall comply with applicable Laws and Regulations.

2. Engineer shall comply with the policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.

3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:

   a. changes after the Effective Date to Laws and Regulations,

   b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures, and

   c. changes after the Effective Date to Owner-provided written policies or procedures.

G. General Conditions of Construction Contract: The general conditions for any Construction Contract Documents prepared hereunder are to be the current edition of EJCDC® C-700, Standard General Conditions of the Construction Contract, prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise.

H. Copies of Drawings and Specifications: If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one complete electronic copy of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations, and one complete printed copy, duly signed and sealed.

I. Engineer shall not be required to sign any document, no matter by whom requested, that would result in Engineer having to certify, guarantee, or warrant conditions whose existence Engineer cannot ascertain within the authorized scope of Engineer's services. Owner agrees not to make resolution of any dispute with Engineer or payment of any amount due to Engineer in any way contingent upon Engineer signing any such document.

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J. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor will Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

K. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work in accordance with the Construction Contract Documents.

L. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer.

M. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.

N. Engineer's services do not include providing legal advice or representation.

O. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.

P. While at the Site, Engineer, its Subconsultants, and Engineer's Subcontractors, and their employees and representatives will comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 Ownership and Use of Documents

A. All Documents are instruments of service, and Engineer owns the Documents, including all associated copyrights and the right of reuse at the discretion of the Engineer. Engineer shall continue to own the Documents and all associated rights whether or not the Project is completed.

1. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project.

2. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations:

a. Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;

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b. any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Subconsultants;

c. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Subconsultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and

d. such limited license to Owner shall not create any rights in third parties.

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

C. Engineer shall inform Owner if Engineer is aware of any invention, design, process, product, or device specified in the Drawings, Specifications, or other Documents that is subject to payment (whether by Owner or Contractor) of any license fee or royalty to others, as required by patent rights or copyrights. If Engineer's good-faith inclusion in the Drawings, Specifications, or other Documents of new, innovative, or non-standard technologies, for the benefit of Owner and the Project, results in third-party claims of infringement or violation of intellectual property rights, then Owner and Engineer shall share equally the costs of defending against, settling, or paying such claims.

D. Engineer will obtain Owner's consent, which will not be unreasonably withheld, prior to releasing any publicity, including news and press releases, promotional publications, award and prize competition submittals, and other advertising regarding the subject matter of this Agreement. Nothing herein will limit the Engineer's right to include information in statements of qualifications and proposals to others accurately describing its participation and participation of employees in the Project.

6.03 Electronic Transmittals

A. To the fullest extent practical, Owner and Engineer agree to transmit, and accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with Exhibit F, Electronic Documents Protocol (EDP).

1. Compliance with the EDP by Engineer shall be considered a Basic Service and no direct or separate compensation will be paid to Engineer for such compliance, unless provisions for separate compensation are expressly set forth in the EDP.

2. Engineer's costs directly attributable to changes in Engineer's Electronic Documents obligations, after the effective date of this Agreement, necessitated by revisions to Exhibit F, delayed adoption of Exhibit F, or implementation of other Electronic Documents protocols, will be compensated as Additional Services.

B. If this Agreement does not include Exhibit F or otherwise does not establish or include protocols for transmittal of Electronic Documents by Electronic Means, then Owner and

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Engineer may operate without specific protocols or may jointly develop such protocols at a later date.

C. Except as stated otherwise in Exhibit F (if included in this Agreement), when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents, or from those established in applicable protocols.

D. This Agreement (including the EDP) is not intended to create obligations for Owner or Engineer with respect to transmittals to or from third parties, except as expressly stated in the EDP.

6.04 Insurance

A. Engineer shall procure and maintain insurance as set forth in Exhibit G.

B. Additional Insureds: The Engineer's commercial general liability, automobile liability, and umbrella or excess liability policies, must:

1. include and list as additional insureds Owner, and any individuals or entities identified as additional insureds in Exhibit G;

2. include coverage for the respective officers, directors, members, partners, and employees of all such additional insureds;

3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations); and

4. not seek contribution from insurance maintained by the additional insured.

C. Owner shall procure and maintain insurance as set forth in Exhibit G.

D. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer, its Subconsultants, and Engineer's Subcontractors to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project. Owner shall give Engineer access to any certificates of insurance and copies of endorsements and policies obtained by Owner from Contractor.

E. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates must be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.

1. Upon request by Owner or any other insured, Engineer shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Subconsultants and Engineer's Subcontractors. In any documentation furnished under this provision, Engineer may redact (a) any confidential premium or pricing information and (b) any wording specific to projects or jurisdictions other than those applicable to this Agreement.

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F. All construction contracts entered into by Owner with respect to the Project must require builder's risk or similar property insurance.

G. All policies of property insurance relating to the Project, including but not limited to any builder's risk or similar policy, must allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer, its Subconsultants, or Engineer's Subcontractors. Owner and Engineer waive all rights against each other, Contractor, Engineer's Subcontractors and Subconsultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any such builder's risk or similar policy and any other property insurance relating to the Project. Owner and Engineer shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.

H. All policies of insurance must contain a provision or endorsement that the coverage afforded will not be canceled, and that renewal will not be refused, until at least 10 days' prior written notice has been given to the primary insured. Upon receipt of such notice, the primary insured must promptly forward a copy of the notice to the other party to this Agreement and replace the coverage being cancelled or reduced to conform to the requirements of this Agreement.

I. At any time, Owner may request that Engineer, or Engineer's Subcontractors or Subconsultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require Engineer's Subcontractors or Subconsultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.05 Suspension and Termination

A. Suspension

1. By Owner: Owner may suspend Engineer's services for up to 90 days upon 7 days' written notice to Engineer.

2. By Engineer: Engineer may, after giving 7 days' written notice to Owner, suspend services under this Agreement:

a. if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraphs 4.02.B and 4.02.C;

b. in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.09.D; or

c. if persistent circumstances beyond the control of Engineer have prevented it from performing its obligations under this Agreement.

B. Termination for Cause

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1. Either party may terminate the Agreement for cause upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement, through no fault of the terminating party.

    a. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.05.B.1 if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein will extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. In addition to its termination rights in Paragraph 6.05.B.1, Engineer may terminate this Agreement for cause upon 7 days' written notice:

    a. if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional;

    b. if Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control; or

    c. as the result of the presence at or adjacent to the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.09.E.

3. Engineer will have no liability to Owner on account of any termination by Engineer for cause.

C. Termination for Convenience: Owner may terminate this Agreement for convenience, effective upon Engineer's receipt of notice from Owner.

D. Extension of Effective Date of Termination: If Owner terminates the Agreement for cause or convenience, Owner may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files. Engineer shall be entitled to compensation for such tasks.

E. Payments Upon Termination: In the event of any termination under Paragraph 6.05, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination. Upon making such payment, Owner will have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.02.A.

1. If Owner has terminated the Agreement for cause and disputes Engineer's entitlement to compensation for services and reimbursement of expenses, then Engineer's entitlement to payment and Owner's rights to the use of the Documents will be resolved in accordance with the dispute resolution provisions of this Agreement or as otherwise agreed in writing.

2. If Owner has terminated the Agreement for convenience, or if Engineer has terminated the Agreement for cause, then Engineer will be entitled, in addition to the payments

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identified above, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Subcontractors or Subconsultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit J.

6.06 Successors, Assigns, and Beneficiaries

A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.06.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, claims arising out of this Agreement or money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise in this Agreement:

1. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

2. Nothing in this Agreement will be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.

3. Owner agrees that the substance of the provisions of this Paragraph 6.06.C will appear in the Construction Contract Documents.

6.07 Dispute Resolution

A. Unless otherwise required by Exhibit H, Owner and Engineer shall resolve all disputes in the following manner:

1. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice, prior to invoking mediation.

2. Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation. Owner and Engineer agree to participate in the mediation process in good faith. The process will be conducted on a confidential basis, and must be completed within 120 days.

3. If the parties fail to resolve a Dispute through negotiations under Paragraph 6.07.A.1 or mediation under Paragraph 6.07.A.2, then:

a. either or both may invoke the applicable dispute resolution procedures of Exhibit H for final resolution of Disputes.

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b. If Exhibit H is not included, or if no final dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

6.08 Controlling Law; Venue

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

B. Venue for any exercise of rights at law will be the state court having jurisdiction at the location of the Project; or at the choice of either party, and if federal jurisdictional requirements can be met, in federal court in the district in which the Project is located.

6.09 Environmental Condition of Site

A. Owner represents to Engineer that, as of the Effective Date, to the best of Owner's knowledge, no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.

B. Undisclosed Constituents of Concern: For purposes of this Paragraph 6.09, the presence at or adjacent to the Site of Constituents of Concern that were not disclosed to Engineer pursuant to Paragraph 6.09.A, in such quantities or circumstances that such Constituents of Concern may present a danger to persons or property exposed to them, will be referred to as "undisclosed" Constituents of Concern.

1. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of this Agreement or the Construction Contract, are not undisclosed Constituents of Concern.

2. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under this Agreement are not undisclosed Constituents of Concern.

3. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under another professional services contract for Owner, or as part of the work under a construction or remediation contract, are not undisclosed Constituents of Concern if Engineer has been informed of the general scope of such contract.

C. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate authorities having jurisdiction if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.

D. It is acknowledged by both parties that Engineer's scope of services does not include any services related to undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, or if encountered, uncovered, or revealed Constituents of Concern are present in substantially greater quantities or substantially different locations than disclosed or anticipated, or if investigative or remedial action, or other professional services, are necessary or required by applicable Laws and Regulations with respect to such Constituents of Concern, then Engineer may, at its option and without liability for direct, consequential, or any other damages, suspend performance of services on the portion of the Project adversely affected thereby until such portion of the Project is no longer so affected; and Owner shall promptly determine whether

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to retain a qualified expert to evaluate such condition or take any necessary corrective action.

E. If the presence at the Site of undisclosed Constituents of Concern, or of Constituents of Concern in substantially greater quantities or in substantially different locations than disclosed or anticipated, adversely affects the performance of Engineer's services under this Agreement, then:

1. if the adverse effects do not preclude Engineer from completing its Project services in general accordance with this Agreement on unaffected or marginally affected portions of the Project, Engineer may accept an equitable adjustment in its compensation or in the time of completion, or both; and the Agreement will be amended to reflect changes necessitated by the presence of such Constituents of Concern; or

2. if the adverse effects are of such materiality to the overall performance of Engineer that it cannot complete its services without significant changes to the scope of services, time of completion, and compensation, then Engineer may terminate this Agreement for cause on 7 days' written notice.

F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and will not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.10 Indemnification and Mutual Waiver

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

B. Environmental Indemnification: To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer, its Subconsultants, Engineer's Subcontractors, and their officers, directors, members, partners, agents, employees, and subconsultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorney's fees and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that:

1. any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and

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2. nothing in this paragraph obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

C. No Defense Obligation: The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.

D. Percentage Share of Negligence: To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, will not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.

E. Mutual Waiver: To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's officers, directors, members, partners, agents, employees, subconsultants, and insurers, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes. Such excluded damages include but are not limited to loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; and cost of capital.

6.11 Records Retention

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

6.12 Miscellaneous Provisions

A. Notices: Any notice required under this Agreement will be in writing, and delivered: in person (by commercial courier or otherwise); by registered or certified mail; or by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line. All such notices are effective upon the date of receipt.

B. Survival: Subject to applicable Laws and Regulations, all express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

C. Severability: Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Engineer.

D. No Waiver: A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Agreement.

E. Accrual of Claims: To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement will be deemed to have accrued, and all statutory periods of limitation will commence, no later than the date of Substantial Completion; or, if Engineer's services do not include Construction Phase services, or the Project is not completed, then no later than the date of Owner's last payment to Engineer.

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ARTICLE 7—DEFINITIONS

7.01 Defined Terms

A. Wherever used in this Agreement (including the exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:

1. Addenda—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.

2. Additional Services—The services to be performed for or furnished to Owner by Engineer in accordance with Article 2 of Exhibit A of this Agreement.

3. Agreement—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.

4. Application for Payment—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.

5. Basic Services—The services to be performed for or furnished to Owner by Engineer in accordance with Article 1 of Exhibit A of this Agreement.

6. Bidding/Proposal Documents—Documents related to the selection of the Contractor, including advertisements or invitations to bid; requests for proposals; instructions to bidders or proposers, including any attachments such as lists of available Site-related documents; bid forms; bids; proposal forms; proposals; bidding requirements; and qualifications documents.

7. Change Order—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.

8. Change Proposal—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.

9. Constituents of Concern—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

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10. Construction Contract—The entire and integrated written contract between Owner and Contractor concerning the Work.

11. Construction Contract Documents—Those items designated as "Contract Documents" in the Construction Contract, and which together comprise the Construction Contract. See also definition of "Front-End Construction Contract Documents" below.

12. Construction Contract Price—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.

13. Construction Contract Times—The number of days or the dates by which Contractor must: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.

14. Construction Cost—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.

15. Constructor—Any person or entity (not including the Engineer, its employees, agents, representatives, or Subconsultants, or Engineer's Subcontractors), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, design-builders, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.

16. Contractor—The entity or individual with which Owner enters into a Construction Contract.

17. Documents—All documents expressly identified as deliverables in this Agreement, whether in printed or Electronic Document form, required by this Agreement to be provided or furnished by Engineer to Owner. Such specifically required deliverables may include, by way of example, Drawings, Specifications, data, reports, building information models, and civil integrated management models.

18. Drawings—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.

19. Effective Date—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.

20. Electronic Document—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.

21. Electronic Means—Electronic mail (e-mail), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or

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communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Agreement. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.

22. Engineer—The individual or entity named as such in this Agreement.

23. Engineer's Subcontractor—An individual, firm, vendor, or other entity having a contract with Engineer to furnish general services, equipment, or materials with respect to the Project as an independent contractor.

24. Field Order—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.

25. Front-End Construction Contract Documents—Those Construction Contract Documents whose primary purpose is to establish legal and contractual terms and conditions, typically including the Owner-Contractor agreement, bonds, general conditions, and supplementary conditions. The term excludes the Drawings and Specifications, and any Construction Contract Documents delivered or issued after the effective date of the Construction Contract.

26. Laws and Regulations; Laws or Regulations—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

27. Owner—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.

28. Project—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.

29. Record Drawings—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.

30. Resident Project Representative—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of the RPR.

31. Samples—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.

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32. Shop Drawings—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.

33. Site—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.

34. Specifications—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

35. Subconsultant—An individual, design firm, consultant, or other entity having a contract with Engineer to furnish professional services with respect to the Project as an independent contractor.

36. Subcontractor—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.

37. Submittal—A written or graphic document, prepared by or for Contractor, which the Construction Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Construction Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Construction Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.

38. Substantial Completion—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

39. Supplier—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

40. Total Project Costs—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs,

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allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties and private utilities (including relocation if not part of Construction Cost), Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.

41. Underground Facilities—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.

42. Work—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.

43. Work Change Directive—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. Terminology

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

ARTICLE 8—EXHIBITS AND SPECIAL PROVISIONS

Notes to User—If an exhibit is not to be included in the specific agreement, indicate "Not used" after that exhibit in the list that follows—for example, "Exhibit D—Not used."

8.01 Exhibits to Agreement

The following exhibits are incorporated by reference and included as part of this Agreement:

A. Exhibit A, Engineer's Services.

B. Exhibit B, Deliverables Schedule.- Not Used

C. Exhibit C, Amendment to Owner-Engineer Agreement (form).

D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative.

E. Exhibit E, EJCDC® C-626, Notice of Acceptability of Work (form).

F. Exhibit F, Electronic Documents Protocol (EDP).

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G. Exhibit G, Insurance.

H. Exhibit H, Dispute Resolution.

I. Exhibit I, Limitations of Liability.

J. Exhibit J, Payments to Engineer for Services and Reimbursable Expenses.

K. Exhibit K, Mandatory State Revolving Fund Terms and Conditions for Contracts Funded with the NYS Clean Water State Revolving Fund or Drinking Water State Revolving Fund- Effective October 1, 2025.

L. Exhibit L, Supplemental Scope of Services for Reservoir Replacement Project

8.02 Total Agreement

A. This Agreement (which includes the exhibits listed above) constitutes the entire contractual agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based whenever possible on the format of Exhibit C to this Agreement.

8.03 Designated Representatives

A. With the execution of this Agreement, Engineer and Owner shall each designate a specific individual to act as representative under this Agreement. Such an individual must have authority to transmit instructions, receive information, and render decisions with respect to this Agreement on behalf of the party that the individual represents.

8.04 Engineer's Certifications

A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the selection process or in the Agreement execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;

3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

8.05 Conflict of Interest

A. Nothing in this Agreement will be construed to create or impose any duty on the part of Engineer that would be in conflict with Engineer’s paramount obligations to the public health, safety, and welfare under the professional practice requirements governing Engineer, its Subconsultants, and all licensed professionals employed by Engineer or its Subconsultants.

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B. If during the term of this Agreement a potential or actual conflict of interest arises or is identified:

1. Engineer and Owner together will make reasonable, good faith efforts to avoid or eliminate the conflict of interest; to mitigate any adverse consequences of the conflict of interest; and, if necessary and feasible, to modify this Agreement to address the conflict of interest and its consequences, such that progress under the Agreement may continue.

2. Such efforts will be governed by applicable Laws and Regulations and by any pertinent Owner's policies, procedures, and requirements (including any conflict of interest resolution methodologies) provided to Engineer under Paragraph 2.04.A of this Agreement.

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This Agreement's Effective Date is _____.

Owner:	Engineer:
_____	Wright-Pierce Engineering Consultants, P.C.
(name of organization)	(name of organization)
By: _____	By: _____
(individual's signature)	(individual's signature)
Date: _____	Date: _____
(date signed)	(date signed)
Name: _____	Name: _____
(typed or printed)	(typed or printed)
Title: _____	Title: _____
(typed or printed)	(typed or printed)
~~Attach evidence of authority to sign.~~	~~Attach evidence of authority to sign.~~
~~Attest:~~ _____	~~Attest:~~ _____
~~(individual's signature)~~	~~(individual's signature)~~
~~Title:~~ _____	~~Title:~~ _____
~~(typed or printed)~~	~~(typed or printed)~~
Address for giving notices:	Address for giving notices:
_____	11 Bowdoin Mill Island, Suite 140
_____	Topsham, ME 04086
_____	_____
Designated Representative:	Designated Representative:
Name: _____	Name: Dylan B. Thisse, PE
(typed or printed)	(typed or printed)
Title: _____	Title: Senior Project Manager
(typed or printed)	(typed or printed)
Address:	Address:
_____	6 Executive Park Drive, Suite B
_____	Clifton Park, NY 12065
_____	_____
Phone: _____	Phone: 5183090795
Email: _____	Email: dylan.thisse@wright-pierce.com

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EXHIBITS TO AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

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Article 1 of the Agreement, Services of Engineer, is supplemented to include the following provisions:

Baseline Information: ~~Owner has furnished the following Project information to Engineer as of the Effective Date.~~ Engineer's scope of services has been developed based on ~~this information~~ the following:

- Exhibit L- Proposal to the City of Watertown, dated October 16th, 2026, subject "Proposal for Engineering Services- Reservoir Replacement Project."
- Preliminary Engineering Report dated May 29, 2025, titled "5MG Reservoir and Transmission Main Improvements" by Wright-Pierce Engineering Consultants, P.C.

As the Project moves forward, some of the information may change or be refined, and additional information will become known, resulting in the possible need to change, refine, or supplement the scope of services.

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

ARTICLE 1—BASIC SERVICES- SEE

1.01 Management of Engineering Services- See Exhibit L for additional scope and limitations

A. All phases of Engineer's services will include management of Engineer's Project-specific responsibilities, including but not limited to the following management tasks, whether separately tracked and itemized or included as being incidental to other phase and scope task items.

1. ~~Develop and submit an Engineering Services Schedule. The Engineering Services Schedule will:~~

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a. ~~be consistent with and serve as a supplement to the Schedule of Deliverables set forth in Exhibit B.~~

b. ~~be updated on a regular basis, and as required to reflect any programmatic decisions by Owner.~~

c. ~~include, but not be limited to, an anticipated sequence of tasks; estimates of task duration; interrelationships among tasks; milestone meetings and submittals; anticipated schedule of construction; and other pertinent Project events.~~

2. ~~Develop and submit detailed work plans from Exhibit A tasks.~~

3. Coordinate services within Engineer's internal team, and with Subconsultants and Engineer's Subcontractors.

4. ~~Prepare for and participate in meetings with consultants and contractors working on other parts of the Project that may affect, or be affected by, Engineer's services or resulting construction.~~

5. ~~Prepare and submit engineering services progress reports to the Owner. Include summary of services performed in period, expected progress in next period, percent completion of current tasks, and a description of major issues or concerns.~~

6. ~~Special Invoicing: In addition to, or as a substitute for, Engineer's standard invoicing, provide the specified additional information or documentation, following the invoicing procedures indicated:~~

7. Conduct ongoing management tasks, including:

a. Maintaining communications records and files pertaining to or arising from Engineer's services including project schedule;

b. With respect to Engineer's services and other directly relevant parts of the Project, prepare for and participate in periodic progress meetings with Owner to discuss progress, schedule, budget, issues, potential problems and their resolution; and

c. Preparing agendas prior to and minutes following all Engineer-led meetings.

B. In all phases of Engineer's services, Engineer shall prepare draft and final Drawings in accordance with Engineer's CAD standards, using AutoCAD version 2023 or newer software.

C. The source documents for the draft and final Specifications in all phases of Engineer's services will be Engineer's standard specifications in CSI 16 division format with EJCDC 2018 edition front end documents and required agency supplements unless otherwise mutually agreed upon by the parties.

1.02 Study and Report Phase - See Exhibit L for additional scope and limitations

A. Engineer shall:

1. Consult with Owner to define and clarify Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.

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a. If Owner has already identified one or more potential solutions to meet its Project requirements, then proceed with the study and evaluation of the Owner-identified potential solutions listed here:

1) **See Exhibit L**

b. If Owner has not identified specific potential solutions for study and evaluation, then assist Owner in determining whether Owner's requirements, and available data, reports, plans, and evaluations, point to a single potential solution for Engineer's study and evaluation, or are such that it will be necessary for Engineer to identify, study, and evaluate multiple potential solutions.

c. If it is necessary for Engineer to identify, study, and evaluate multiple potential solutions, then identify **a reasonable number of** alternative solutions potentially available to Owner, unless Owner and Engineer mutually agree that some other specific number of alternatives should be identified, studied, and evaluated.

2. Identify potential solution(s) to meet Owner's Project requirements, as needed.

3. Study and evaluate the potential solution(s) to meet Owner's Project requirements.

4. Visit the Site, or potential Project sites, to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Study and Report Phase.

5. Assess initially available Project information and data, including the Baseline Information set forth at the beginning of this Exhibit A.

6. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Project-related information and data, for Engineer's use in the study and evaluation of potential solution(s) to Owner's Project requirements, and preparation of a related report.

7. After consultation with Owner, recommend the solution(s) which in Engineer's judgment meet Owner's requirements for the Project.

8. Identify, consult with, and analyze requirements of authorities having jurisdiction to permit or approve construction or operation of the portions of the Project to be designed or specified by Engineer, including but not limited to impacts and mitigating measures identified in previously prepared environmental assessments for the Project provided to the Engineer or being concurrently prepared for Owner by others.

9. Advise the Owner of any need for Owner to provide data or services of the types described in Article 2 of the Agreement, for use in Project design, or in preparation for Contractor selection and construction.

10. Assist Owner in evaluating the possible use of ~~building information modeling; civil integrated management; geotechnical baselining of subsurface conditions at the Site;~~ innovative design, contracting, or procurement strategies; project delivery method; or other strategies, technologies, or techniques for assisting in the design, construction, and operation of Owner's facilities. The subject matter of this paragraph will be referred to in Exhibit A as "Project Strategies, Technologies, and Techniques."

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11. Assist Owner in identifying opportunities for enhancing the sustainability of the Project, and pursuant to Owner's instructions, plan for the inclusion of sustainable features in the design.

12. Review with Owner the thresholds established in applicable codes, standards, and design criteria specifically governing the ability of the proposed facilities or improvements to perform, and to absorb or avoid damage without suffering complete or substantial failure **when believed to be relevant to Owner's input in design process**. As part of the review, identify additional risk assessment studies or tools that are **relevant in the opinion of Engineer and** available to evaluate the susceptibility of the facilities or improvements to **relevant, in the opinion of Engineer,** natural and man-made events beyond the applicable established thresholds. Upon Owner request, as an additional service, perform additional risk assessment studies or tools to further evaluate system resiliency beyond the applicable established thresholds.

13. Utilities, including Underground Facilities

    a. Review any utility mapping and surveys and other utilities documentation made available by Owner. Take note of observable utilities during Site visit.

    b. Identify, in a preliminary manner and to the extent determinable by such mapping or other information provided by Owner, and by observations at the Site, those utilities (whether above-ground utilities of any type, or Underground Facilities) likely to be affected by the Project construction and additional utility facilities or extensions that will be needed to serve the Project.

    c. If the impact on existing utilities or the need for additional utility facilities or extensions cannot reasonably be determined in a preliminary manner from mapping or other information provided by Owner, or such information was not available from Owner, then assist Owner in evaluating the need to either obtain additional utility mapping and utility documentation during the Study and Report Phase, or undertake other alternative approaches and contingencies to account for utility uncertainties in this phase.

    d. Advise Owner of additional utility documentation and coordination needed during the design and construction phases to adequately assess, mitigate, and manage the impact of the Project (including any additional utility facilities or extensions needed to serve the Project) on existing utilities.

    e. ~~Use ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" as a means to~~ advise the Owner regarding the extent and identification and mapping of existing Underground Facilities during the design and construction phases.

        1) ~~If Owner has retained a land surveyor, utility engineer, or utility consultant, collaborate with such individuals or entities regarding the application of ASCE 38 underground facilities exploration.~~

14. Inquire regarding survey methodologies and technologies that would aid in addressing Owner's Project requirements. Develop a scope of work and survey limits for any topographic and other surveys necessary for design. For recommended survey deliverables, specify a) required technical specifications; b) pertinent datum; c) survey

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limits, and d) formats of deliverables. ~~Collaborate with land surveyor, when separately retained by Owner or third party, to develop such scope of work.~~

15. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and Engineer's recommended solution(s).

    a. For each recommended solution, Engineer will separately tabulate Total Project Cost, itemizing those items and services included within the definition of Total Project Costs.

    b. Engineer will meet with Owner to discuss the draft Report and receive Owner's comments.

16. Perform or provide the following other Study and Report Phase tasks or deliverables:

    a. **See Exhibit L**.

17. Furnish the Report and any other Study and Report Phase deliverables to Owner pursuant to the requirements of ~~the Deliverables Schedule in Exhibit B,~~ **Exhibit L** and review the deliverables with Owner.

18. Revise the Report and any other Study and Report Phase deliverables in response to Owner's comments, as appropriate, and submit revised deliverables pursuant to the Deliverables Schedule.

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

1.03 Preliminary Design Phase- See Exhibit L for additional scope and limitations

A. After acceptance by Owner of the Report and any other Study and Report Phase deliverables (if Engineer's services under this Agreement included Study and Report Phase services); selection by Owner of a recommended solution; issuance by Owner of any instructions for use of Project Strategies, Technologies, and Techniques, or for inclusion of sustainable features in the design, or enhanced resiliency of the design; indication by Owner of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner; and any necessary changes, refinements, and supplementation of the Baseline Information set forth at the beginning of this Exhibit A, Engineer and Owner shall discuss, resolve, and document in writing any necessary revisions to Engineer's scope of services, compensation (through application of the provisions regarding Additional Services, or otherwise), and the time for completion of Engineer's services, resulting from the selected solution, related Project Strategies, Technologies, or Techniques, sustainable design and resiliency instructions, specific modifications to the Project, or changes, refinements, or supplementation of the Baseline Information.

B. Upon written authorization from Owner, Engineer shall:

1. Review and assess all available Project information and data, including any pertinent reports or studies (whether prepared by Engineer or others) and any related instructions from Owner.

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2. Based on the threshold review and assessment of available information and data, advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer any additional information and data, for Engineer's use in the preparation of a Preliminary Design Phase Report.

3. Prepare a Preliminary Design Phase Report in the following format: **See Exhibit L.**

4. The Preliminary Design Phase Report will consist of final design criteria, preliminary drawings, a preliminary list of expected specifications, and written descriptions of the Project. The Preliminary Design Phase Report will consider the following matters to the extent applicable to the Project and as necessary to establish the basis of design for proceeding to final design and construction:

    a. The Project concept, intent, performance criteria, desired outcomes, Owner's standards and Owner directed improvements and facility elements as established in the Study and Report Phase and as expressly set forth in the Baseline Information section of this Exhibit A (collectively the "Project Goals").

    b. Recommended appropriate design criteria for each primary portion and significant discipline of the design necessary to address the Project Goals.

    c. Site conditions and characterization as known at the time of, or to be determined during, the Preliminary Design Phase, including topography; tank interior conditions, subsurface information; Constituents of Concern; cultural, historical, and archaeological resources at the Site; wetlands information; and evaluations of flora and fauna that may be affected by the Project.

    d. The time schedule for completion of the Project in accordance with Project Goals, including any recommended changes to the time required to complete the Final Design Phase ~~(as set forth in Exhibit B, Deliverables Schedule)~~ and estimated schedule(s) for construction.

    e. Identification of major items of materials and equipment, rationale for selection with consideration of quality, suitability, pricing, sourcing, regulatory, and bidding issues affecting recommended selection.

    f. Revised opinions of probable Construction Cost.

    g. The impact of Project Strategies, Technologies, and Techniques, sustainable features, and enhanced resiliency selected by Owner for inclusion in the Project on the Project Goals, schedule and probable Construction Cost, including impact of multiple prime construction contracts, separate procurement of materials or equipment, and other alternate project delivery methods when the Project Goals necessitate and Owner authorizes;

    h. Construction Phase quality assurance and quality control needs affecting development of Drawings and Specifications and other Final Design and Bidding Phase documents.

    i. The effect of permits and authorizations by other entities and utility coordination needs on the Project.

    j. Other matters and information pertinent to addressing the Project Goals.

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5. In preparing the Preliminary Design Phase Report, use any specific applicable Project Strategies, Technologies, and Techniques authorized by Owner during or following the Study and Report Phase, and include sustainable features and enhanced resiliency, as appropriate, pursuant to Owner's instructions.

6. Visit the Site as ~~needed~~ detailed in Exhibit L to prepare the Preliminary Design Phase Report.

7. If at any point in the Preliminary Design Phase it becomes apparent to Engineer that additional reports, data, information, or services of the types described in Article 2 are necessary, then so advise Owner, and assist Owner in obtaining such reports, data, information, or services.

8. Above-Ground Utilities

    a. Review above-ground utilities information obtained from Owner and from observations at the Site.

    b. Make recommendations regarding any further identification, investigation, and mapping of above-ground utilities at or adjacent to the Site, for Engineer's design purposes or otherwise.

    c. Account for above-ground utilities, based on available information, when advancing design during the Preliminary Design Phase.

9. Underground Facilities

    a. Review Underground Facilities data furnished by Owner. Assist Owner in reducing and managing risks associated with Underground Facilities by working together with Owner ~~to jointly establish a procedure ("Underground Facilities Procedure")~~ for the further identification, investigation, and mapping of Underground Facilities at or adjacent to the Site~~, using ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," as a basis for establishing such Underground Facilities Procedure.~~

    b. ~~Such Underground Facilities Procedure must take into account the Site and the nature of the Project.~~

    c. ~~Use the Underground Facilities Procedure to aid in the performance of design services:~~

        1) ~~Account for Underground Facilities, based on available information, when advancing the design during the Preliminary Design Phase.~~

        2) ~~The Underground Facilities Procedure will include a plan to keep Underground Facilities information current as Engineer proceeds with the provision of design services, and to add new or relocated Underground Facilities information to the base utility or Site drawings.~~

        3) ~~To manage the potential impact of design changes on Underground Facilities, Engineer shall work together with Owner to modify or reapply the Underground Facilities Procedure as the design progresses and changes.~~

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10. Mitigation of Utilities Conflicts

    a. Identify potential conflicts between the Project (including existing and new facilities and structures) and above-ground utilities and Underground Facilities as reviewed in Exhibit A Paragraphs 1.03.B.8 and 9 above, and advise Owner regarding the need for resolution of such conflicts with utility and Underground Facilities owners and permit agencies. Identify the potential need for the relocation of existing above-ground utilities and Underground Facilities.

    b. ~~Update the Underground Facilities Procedure as necessary for any Underground Utilities conflicts and relocations.~~

    c. Working together with Owner, jointly identify which specific parties or other entities will be responsible for implementation of ~~the various specific parts of the~~ Underground Facilities exploration ~~Procedure (including those parts that address resolution of Underground Facilities conflicts),~~ and for resolution of above-ground utilities conflicts. Such identification will take into account Owner's authority and standing, as owner of the Site, with respect to Underground Facilities and above-ground utilities.

        1) To the extent that Owner and Engineer agree that in addition to performing the design-related obligations set forth in Exhibit A Paragraphs 1.03.B.8 and 9, Engineer will also implement any non-design part of the Underground Facilities exploration for which Owner or Engineer is responsible ~~Procedure~~ (including resolution of Underground Facilities conflicts), or undertake resolution of above-ground utilities conflicts, such additional duties will be Additional Services under Article 2 of this Exhibit A.

11. Surveys, Topographic Mapping, and Utility Documentation

    a. Coordinate with ~~Owner's utility engineer, utility consultant, or Engineer's~~ land surveyor for the necessary field surveys, topographic mapping, and utility documentation required for Engineer's design purposes~~, or by the Underground Facilities Procedure.~~

    b. If no scope of work and procedure for utility documentation has been established, selected, or authorized, then at a minimum Engineer will contact utility owners and obtain available information. Except as otherwise provided in this Agreement, Owner acknowledges that the information gathered from utility owners may be incorrect, incomplete, outdated, or otherwise flawed, and as to Engineer, bidders, and Contractor, the Owner accepts all associated risks. Owner reserves all associated rights as to recourse against the sources of such flawed information and against third parties.

12. Prepare initial draft of a comprehensive permit document that identifies Owner's permit duties and Engineer's permit duties. ~~and Contractor's permit duties, and the schedule for permitting activities.~~

13. Continue to assist Owner with Project Strategies, Technologies, and Techniques that Owner has chosen to implement in Exhibit A Paragraph 1.03.A. These may be considered additional services, refer to Exhibit L.

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14. Obtain Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's Bidding/Proposal Documents and Front-End Construction Contract Documents.

    a. Also obtain copies of Owner's standard Bidding/Proposal Documents and Front-End Construction Contract Documents (if other than the EJCDC 2018 Construction Series documents), and any other related documents or content for Engineer to include in drafts of the Project-specific Bidding/Proposal Documents and Front-End Construction Contract Documents, when applicable.

    b. Review Owner's instructions regarding procurement, bidding and contracting of construction services with respect to effects on the Project design, schedule and construction and address as needed in the Preliminary Design Phase deliverables.

15. Prepare the Preliminary Design Phase Report. This Report will consist of, as appropriate, separate or combined submittals in whole or summary, the Preliminary Design Phase documents listed in Exhibit A Paragraph 1.03.B.4, and Engineer's findings and recommendations for advancing the Project to the Final Design Phase (including Engineer's findings and recommendations, if any, regarding permitting, utilities, and Underground Facilities). The submittal will be in the format of a report, or otherwise organized and assembled for ease and practicality of use.

    a. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and on the basis of information furnished by Owner, assist Owner in tabulating the various cost categories which comprise Total Project Costs.

    b. Engineer will meet with Owner to discuss the draft Preliminary Design Phase submittal and receive Owner's comments.

16. Perform or provide the following other Preliminary Design Phase tasks or deliverables:

    a. **See Exhibit L.**

17. Furnish the Preliminary Design Phase Report, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner pursuant to the requirements of Exhibit L ~~of the Deliverables Schedule in Exhibit B~~, and review the deliverables with Owner.

18. Revise the Report and any other deliverables in response to Owner's comments, as appropriate, and submit revised deliverables pursuant to the Deliverables Schedule.

C. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Preliminary Design Phase Report (as revised) and associated documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

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1.04 Final Design Phase- See Exhibit L for additional scope and limitations

A. After acceptance by Owner of the Preliminary Design Phase Report and any other Preliminary Design Phase deliverables; issuance by Owner of any instructions for specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner; and any necessary changes, refinements, and supplementation of the Baseline Information set forth at the beginning of this Exhibit A, Engineer and Owner shall discuss, resolve, and document any necessary revisions to Engineer's scope of services, compensation (through application of the provisions regarding Additional Services, or otherwise), and the time for completion of Engineer's services, resulting from specific modifications to the Project, or changes, refinements, or supplementation of the Baseline Information.

1. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is **two (one for reservoir lining and one for water storage tank and transmission mains)**. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

2. If more than one prime construction contract is to be awarded for the Work designed or specified by Engineer, then Owner shall define and set forth (in an exhibit to this Agreement, or in a subsequent document) the duties, responsibilities, and limitations of authority of a person or entity that will have authority and responsibility for coordinating the activities among the various prime Contractors, and any resulting changes in the duties, responsibilities, and authority of Engineer.

3. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime construction contract, or if Engineer's services are to be separately sequenced with the work of one or more separate design professional consultants or prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding/Proposal, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable under such separate prime construction contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such construction contracts is to proceed concurrently.

B. Upon written authorization from Owner, Engineer shall prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor, in accordance with the Preliminary Design Phase Report (as revised) and other Preliminary Design Phase deliverables. As part of the preparation of the Drawings and Specifications, Engineer shall prepare interim drafts and final Drawings and Specifications as follows, pursuant to Exhibit L.

C. In preparing the Specifications (and any bidding, contract, or other documents that are part of Engineer's scope of services), Engineer shall obtain from Owner or Owner's legal counsel any relevant constraints such as requirements for use of domestic steel and iron, other domestic purchasing requirements, statutory restrictions on utilizing proprietary specifying

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methods, and the like, and comply with or account for such constraints in drafting Specifications, Bidding/Proposal Documents, and other Project documents.

D. Engineer shall prepare or assemble draft Bidding/Proposal Documents and Front-End Construction Contract Documents as follows:

1. Such documents will be based on the 2018 EJCDC Construction Documents, and on the specific bidding or Contractor selection-related instructions and forms, contract forms, text, or other content received from Owner.

2. ~~When Engineer is required to use other than the 2018 EJCDC Construction Documents, then as required in the Preliminary Design Phase Owner will furnish to Engineer a copy of the required documents to be used for the Project's Bidding/Proposal Documents and Front-End Construction Contract Documents. Prior to the first Final Design Phase submittal, Engineer will review the bidding and contracting documents furnished by Owner and provide comments to Owner. Engineer will meet with Owner to discuss Engineer's comments. Owner will consider Engineer's recommendations to revise Owner's documents for the Project.~~

3. Engineer will furnish to Owner, for review by Owner's legal counsel, the draft Bidding/Proposal Documents and Front-End Construction Contract Documents. Owner and Owner's legal counsel must transmit to Engineer, in a timely manner, one coordinated set of comments and revisions to the draft documents.

E. During the Final Design Phase the Engineer shall continue to account for above-ground utilities and Underground Facilities as the design advances and is finalized. ~~This may include:~~

1. ~~performing the services assigned to Engineer under the Underground Facilities Procedure described in Exhibit A Paragraph 1.03 above, including but not limited to the design-related tasks in Exhibit A Paragraph 1.03.B.9.~~

2. ~~addressing required and proposed activities or mitigations identified in the analysis of utilities and by the Underground Facilities Procedure as having an impact on the final design, and considering such in preparing the Drawings and Specifications.~~

F. Engineer shall perform or furnish the following other Final Design Phase services:

1. Visit the Site as ~~needed~~ to assist in preparing the final Drawings and Specifications. See Exhibit L.

2. Assist with or prepare applications for permits and approvals, as follows:

a. ~~Update comprehensive permit document created in Preliminary Design Phase for Final Design detail.~~

b. Prepare the following applications for Owner's submittal to authorities having jurisdiction over the construction or operation of the Project:

1) **See Exhibit L.**

c. Confer with Owner regarding revisions, if any, to the application(s), and make appropriate revisions to the application(s) for Owner's resubmittal to the authority having jurisdiction.

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d. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of the authorities having jurisdiction listed above, including applications for review or approval of the final design.

e. Identify and indicate in the Construction Contract Documents the known permits and approvals for which Contractor will be responsible, including work permits, building permits, and other permits and approvals that will be Contractor's responsibility; and, in addition, indicate those permits initially obtained by Owner for which Contractor will be a co-permittee, together with associated requirements.

f. ~~Unless expressly indicated otherwise, Engineer's scope and budget includes attending one meeting or conference call with each permit and approval issuing agency to discuss the Project and receive the agency's comments on the application.~~

g. Engineer does not guarantee issuance of any required permit or approval.

h. Fees charged by authorities having jurisdiction for such permits or approvals are the responsibility of Owner.

3. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost. Furnish to Owner an updated opinion of probable Construction Cost with the interim and final deliverables of the Drawings and Specifications.

4. After consultation with Owner, include in the Front-End Construction Contract Documents any Electronic Document Protocol addressing specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website.

5. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.

6. Review the preliminary schedule for the Construction Phase and advise Owner when initial understanding of the Construction Contract Times must or should be revised, and furnish Owner with recommendations on revisions to the proposed Construction Contract Times.

7. Engineer's project manager and other appropriate staff will participate in the following meetings and conference calls:

   a. Refer to Exhibit L.

   b. ~~First draft design review meeting at Owner's office.~~

   c. ~~Second draft design review meeting at Owner's office.~~

   d. ~~**[Indicate others as appropriate for the Project]**.~~

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e. ~~Engineer will prepare and distribute minutes of each such meeting and conference call, indicating attendees, topics discussed, decisions made, and action items for follow-up.~~

8. Perform or provide the following other Final Design Phase activities or deliverables:

a. **Refer to Exhibit L.**

G. Engineer shall complete the Final Design Phase as follows:

1. ~~Pursuant to the requirements of the Deliverables Schedule in Exhibit B,~~ Furnish for review by Owner, its legal counsel, and other advisors, the final Drawings and Specifications (as set forth in Exhibit A Paragraph 1.04.B.3 above); assembled drafts of other Construction Contract Documents including the draft Front-End Construction Contract Documents; the draft Bidding/Proposal Documents; the most recent opinion of probable Construction Cost; and any other Final Design Phase deliverables, and review the deliverables with Owner.

2. Revise the final Design Phase deliverables in response to Owner's comments, as appropriate, and submit revised deliverables pursuant to the Deliverables Schedule.

3. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications; assembled drafts of the Front-End Construction Contract Documents; the draft Bidding/Proposal Documents; and any other Final Design Phase deliverables, as revised.

1.05 Bidding/Proposal Phase- See Exhibit L for additional scope and limitations

A. After acceptance by Owner of the final Drawings and Specifications; assembled drafts of other Construction Contract Documents, including the draft Front-End Construction Contract Documents; the draft Bidding/Proposal Documents; the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and any other Final Design Phase deliverables, and upon written authorization by Owner to proceed, Engineer shall:

1. Assist Owner in advertising for and obtaining bids or proposals for the Work; assist Owner in issuing assembled Bidding/Proposal Documents and proposed Construction Contract Documents to prospective contractors; if applicable, maintain a record of prospective contractors to which documents have been issued; attend pre-bid conferences, if any; and receive and process contractor deposits or charges, if any, for the issued documents.

a. Engineer's online plan room will be used for distributing bidding documents and an advertisement and link will be provided to Owner for posting.

2. Prepare and issue addenda as appropriate to clarify, correct, or change the issued documents.

3. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement documents) prior to award of contracts for the Work. Services under this paragraph are subject to the provisions of Exhibit A Paragraph 2.01.A.2.

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4. Attend the bid opening; prepare bid tabulation sheets; and assist Owner in evaluating bids or proposals, assembling final Construction Contracts for the Work for execution by Owner and Contractor, and in preparing notices of award to be issued by Owner for such contracts.

5. Provide information or assistance needed by Owner in the course of any review of bids, proposals, or negotiations with prospective contractors.

6. Consult with Owner as to the qualifications of prospective contractors.

7. Consult with Owner as to the qualifications of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.

8. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.

9. Perform or provide the following other Bidding/Proposal Phase tasks or deliverables:

    a. Refer to Exhibit L

10. The Bidding/Proposal Phase will be considered complete upon award of Construction Contracts for the Work and commencement of the Construction Phase, or upon cessation of negotiations with prospective contractors.

1.06 Construction Phase- See Exhibit L for additional scope and limitations

A. After completion of the Final Design Phase and concurrent with the Bidding/Proposal Phase, and after issuance by Owner of any instructions for specific modifications or changes in the scope, extent, character, design, schedule, number of prime construction contracts, and other construction requirements of the Project during the Construction Phase desired by Owner, the Engineer and Owner shall discuss, resolve, and document any necessary revisions to Engineer's scope of services or compensation (through application of the provisions regarding Additional Services, or otherwise), or the time for completion of Engineer's services, resulting from specific modifications to the Project.

    1. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A Paragraph 1.06, as duly modified. With the exception of such expressly required services, Engineer shall have no design, Submittal (including Shop Drawing) review, or other obligations during construction, and Owner assumes all responsibility for providing or arranging for all other necessary Construction Phase administrative, engineering, and professional services.

    2. Owner waives all claims against Engineer and its officers, directors, members, partners, agents, employees, and Subconsultants, and Engineer's Subcontractors, that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in Exhibit A. Notwithstanding the foregoing waiver, Engineer shall be responsible for any professional opinions and interpretations provided by Engineer to Owner during the Construction Phase or Post-Construction Phase, including interpretations or clarifications of the Construction Contract Documents.

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B. Upon successful completion of the Bidding/Proposal Phase, and upon written authorization from Owner, Engineer shall provide the following services:

1. General Administration of Construction Contract: Consult with Owner and act as Owner's representative as provided in this Agreement and the Construction Contract. Unless otherwise set forth in the scope of Basic Services (as duly modified), the extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2018) or other construction general conditions specified in this Agreement. Except as otherwise provided in the Construction Contract, Owner's communications to Contractor will be issued through Engineer.

    a. If the responsibilities of Engineer as set forth in the Construction Contract are greater than those Construction Phase services expressly required of Engineer in Exhibit A Paragraph 1.06, as duly modified, then Owner shall either (1) expand the scope of the Construction Phase services to match those of the Construction Contract, and compensate Engineer for any related increases in the cost to provide Construction Phase services, pursuant to the provisions for compensating Additional Services, or (2) identify a qualified individual or entity (other than Engineer) responsible for the additional responsibilities in the Construction Contract.

    b. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, or if Owner requires Engineer's services for construction that extends longer than the anticipated Construction Contract Times, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services, pursuant to the provisions for compensating Additional Services.

    c. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional.

2. ~~Field Office: **[Delete or edit as applicable to the Project]** Engineer and Resident Project Representative (if any) will be based in a field office at the Site. The field office will be furnished and maintained at Owner's expense, and will include reasonable furnishings, all required temporary utilities (including internet service) and facilities, and be secured for Engineer's (and RPR's) exclusive use.~~

3. Resident Project Representative (RPR): Provide the services of an RPR at the Site to assist Engineer and to provide more extensive observation of Contractor's Work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D.

4. Selection of Independent Testing Laboratory: Assist Owner in the selection of an independent testing laboratory to perform required testing services.

5. Pre-Construction Conference: Participate in a pre-construction conference prior to commencement of Work at the Site; prepare and distribute agenda for the conference and prepare and distribute minutes of such conference.

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6. Electronic Transmittal Protocols: If the Construction Contract does not establish protocols for transmittal of Electronic Documents by Electronic Means, then Owner, Engineer, and Contractor shall jointly develop such protocols.

7. Original Documents: If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.

8. Schedules: Receive, review, and, and, subject to the criteria of the Construction Contract, determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the progress schedule, schedule of submittals, and schedule of values. Advise Contractor in writing of Engineer's comments or acceptance of schedules.

    a. Schedules will be acceptable to Engineer as to form and substance:

        1) Progress Schedule: if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

        2) Contractor's Schedule of Submittals: if it provides a workable arrangement for reviewing and processing the required Submittals.

        3) Contractor's Schedule of Values: if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

9. Baselines and Benchmarks: As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.

10. Permits: Provide Owner with copies of technical information and supporting data previously obtained or developed by Engineer for Owner's use, or for Owner to provide to Contractor, in obtaining required permits and licenses delegated to Contractor by Owner.

11. Visits to Site and Observation of Construction: In connection with observations of Contractor's Work while it is in progress:

    a. Make visits to the Site at intervals appropriate to the various stages of the Work, as Engineer deems necessary, to observe as an experienced and qualified design professional, the progress of Contractor's executed Work. Such visits and observations by Engineer, including its RPR, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of

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general observation of the Work based on Engineer's exercise of professional judgment, as assisted by its RPR, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work. Engineer will make a report of Engineer's visit, summarizing Engineer's general observations and any significant findings.

b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to by this Agreement and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer will not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor will Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

12. Defective Work: If, on the basis of Engineer's observations or as indicated in documentation available to Engineer, Engineer believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, Engineer will promptly issue written notice to Contractor (with copy to Owner) of such defective Work. Such notice will communicate the scope, extent (to Engineer's understanding) of defect, and associated provisions of the Construction Contract Documents.

    a. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting the defective Work in accordance with the provisions of the Construction Contract Documents. Engineer shall give notice to Contractor regarding whether the defective Work should be repaired, replaced, or will be accepted by Owner.

    b. However, Engineer's authority to provide this information to Owner or Engineer's decision to exercise or not exercise such authority will not give rise to a duty or responsibility of the Engineer to Contractors, Subcontractors, material and equipment suppliers, their agents or employees, or any other person(s) or entities performing any of the Work, including but not limited to any duty or responsibility

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for Contractors' or Subcontractors' safety precautions and programs incident to the Work.

13. Compatibility with Design Concept: If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.

14. Clarifications and Interpretations: Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.

15. Non-reviewable Matters: If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (a) the performance or acceptability of the Work under the Construction Contract Documents, (b) the design (as set forth in the Drawings, Specifications, or otherwise), or (c) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.

16. Field Orders: Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.

17. Change Orders and Work Change Directives: Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.

18. Change Proposals and Claims

    a. Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal.

    b. Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.

19. Differing Site Conditions: Respond to any notice from Contractor of differing site conditions, including conditions relating to Underground Facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use subject to limitations of Engineer's obligations under this Agreement.

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20. Contractor's Submittals: Review and approve or take other appropriate action with respect to required Contractor Submittals, but only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Construction Contract Documents, and for compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's Submittal schedule that Engineer has accepted.

21. Substitutes and "Or-equals": Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Exhibit A Paragraph 2.01.A.2.

22. Inspections and Tests

    a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining whether the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.

    b. Reply to Contractor requests for written concurrence that specific portions of the Work that are to be inspected, tested, or approved may be covered.

    c. Issue written requests to Contractor that specific portions of the Work remain uncovered.

    d. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.

    e. Pursuant to the terms of the Construction Contract, require additional inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.

23. Contractor's Applications for Payment: Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

    a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set offs) based on the provisions for set offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, within the limits of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the

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recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).

b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

24. Contractor's Completion Documents: Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Exhibit A Paragraph 1.06.B.20. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents will be to check that Contractor has submitted a complete set of those documents that Contractor is required to submit.

25. Substantial Completion: Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, visit the Site in company with Owner and Contractor to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.

26. Other Tasks: Perform or provide the following other Construction Phase tasks or deliverables:

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a. **Refer to Exhibit L**

27. Completion and Acceptability of the Work: After notice from Contractor that the Work is complete:

    a. visit the Site with Owner and Contractor to determine if the Work is in fact complete and acceptable;

    b. notify Contractor of any part of the Work that is found during the visit to be incomplete or defective, and subsequently confirm that Contractor has corrected any such deficiencies;

    c. follow the procedures in the Construction Contract regarding review and response to Contractor's application for final payment and accompanying documentation; and

    d. if Engineer is satisfied that the Work is complete and acceptable, provide a notice to Owner and Contractor using EJCDC® C-626, Notice of Acceptability of Work (attached as Exhibit E), stating that the Work is acceptable (subject to the provisions of the Notice and this Exhibit A) within the limits of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement.

28. Standards for Certain Construction-Phase Decisions: Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

C. Duration of Construction Phase: The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractor. If the Project involves more than one prime contract as indicated in Exhibit A Paragraph 1.04.A.1, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.

1.07 Post-Construction Phase- See Exhibit L for additional scope and limitations

A. Upon written authorization from Owner during the Post-Construction Phase, Engineer shall:

1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.

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2. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.

3. Perform or provide the following other Post-Construction Phase tasks or deliverables:

   a. **Refer to Exhibit L.**

B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate 12 months after the commencement of the Construction Contract's correction period.

ARTICLE 2—ADDITIONAL SERVICES -SEE EXHIBIT L FOR ADDITIONAL SCOPE AND LIMITATIONS

2.01 Additional Services Not Requiring Owner's Written Authorization

A. Engineer shall advise in writing Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from Owner. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit J.

1. Substantive design and other technical services in connection with Work Change Directives, Change Proposals, and Change Orders to reflect changes requested by Owner.

2. Services essential to the orderly progress of the Bidding/Proposal and Construction Phases and not wholly quantifiable prior to those Phases or otherwise dependent on the actions of prospective individual bidders or contractors and including:

   a. making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items;

   b. services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project;

   c. evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract; and

   d. providing to the Contractor or Owner additional or new information not previously prepared or developed by the Engineer for their use in applying for or obtaining required permits and licenses, in responding to agency comments on such applications, or in the administration of any such permits or licenses.

3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.

4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during

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construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.

5. Implement coordination of Engineer's services with other parts of the Project that are not planned or designed by Engineer or its Subconsultants, unless Owner furnished to Engineer substantive information about such other parts of the Project prior to the parties' entry into this Agreement, in the Baseline Information section of this Exhibit A, or otherwise in Exhibit A; if such substantive information has been so provided, coordination of Engineer's services will be part of Basic Services.

6. Implement the specific parts of ~~an Underground Facilities Procedure~~ underground facilities exploration that are assigned to Engineer, or above-ground utilities tasks that are assigned to Engineer as the Project progresses (but not including the design-related services already assigned to Engineer as a Basic Service).

7. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.

8. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.

9. Reviewing a Shop Drawing or other Contractor submittal more than ~~three~~ two times, as a result of repeated inadequate submissions by Contractor.

10. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.

11. To the extent the Project is subject to Laws and Regulations governing public or government records disclosure or non-disclosure, Engineer will comply with provisions applicable to Engineer, and Owner will compensate Engineer as Additional Services for Engineer's costs to comply with any disclosure or non-disclosure obligations beyond those identified in the Basic Services.

12. Services directly attributable to changes in Engineer's Electronic Documents obligations after the effective date of the Agreement.

2.02 Additional Services Requiring Owner's Written Authorization

A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit J.

1. Obtain or provide specified additional Project-related information and data to enable Engineer to complete its Basic and Additional Services.

2. Preparation of special and customized reporting, invoicing, and related support documentation in addition to that identified to be provided under Basic Services.

3. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in

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connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

4. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.

5. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.

6. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Exhibit A Paragraph 1.02.A.1.

7. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.

8. Services required as a result of regulatory agencies' review comments beyond the scope of the project.

9. Providing renderings or models for Owner's use, including development, management, and other services in support of building information modeling or civil integrated management.

10. Undertaking investigations and studies including, but not limited to:

    a. All-hazards risk assessments and other studies to evaluate the feasibility of enhancing the resiliency of the design;

    b. detailed consideration of operations, maintenance, and overhead expenses;

    c. the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering and technical aspects of the Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;

    d. preparation of appraisals;

    e. with respect to proprietary systems or processes requiring licensing, providing services necessary to assist Owner in obtaining such licensing.

    f. detailed quantity surveys of materials, equipment, and labor; and

    g. audits or inventories required in connection with construction performed or furnished by Owner.

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11. Furnishing services of Subconsultants or Engineer's Subcontractors for other than Basic Services.

12. Providing data or services of the types described in Article 2, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.

13. Providing the following services:

    a. Services attributable to more prime construction contracts than specified in Exhibit A Paragraph 1.04.A.1.

    b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.

14. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services (Article 1 of Exhibit A).

15. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.

16. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents); preparing pre-qualification procedures and documents, and participating in pre-qualifying prospective Bidders; and preparing Construction Contract Documents for alternate bids.

17. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.

18. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all addenda and any amendments negotiated by Owner and Contractor.

19. Services to assist Owner in developing or modifying protocols for transmittal of Electronic Documents by Electronic Means after the effective date of this Agreement, either by revising or adapting Exhibit F to the Project or implementing other Electronic Documents protocols among Project participants.

20. Any services by Engineer in connection with Owner or Engineer providing a Document to a Requesting Party under Exhibit F Paragraph 1.01.D (see Exhibit F, Electronic Documents Protocol), or any other distribution of a Document to a third party. Such services may include but are not limited to preparing the data contained in the requested Document in a manner deemed appropriate by Engineer; creating or otherwise preparing and distributing the Document in a format necessary to respond to Owner's direction or decision to provide the Document to a requesting party, including Contractor, in a format other than that required for deliverables from Engineer to Owner; and services in connection with obtaining required releases from the third parties to which the Documents will be distributed. Compensation for these Additional Services is not contingent upon Owner's reimbursement from the requesting party.

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21. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.
22. Preparing Record Drawings, and furnishing such Record Drawings to Owner.
23. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.
24. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.
25. Preparation of operation, maintenance, and staffing manuals.
26. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).
27. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.
28. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.
29. Preparing to serve or serving as a consultant or witness for, or producing documents for or on behalf of, Owner in any litigation, arbitration, mediation, lien or bond claim, or other legal or administrative proceeding involving the Project (but not including disputes between Owner and Engineer).
30. Overtime work requiring higher than regular rates.
31. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Exhibit A Paragraph 1.06.B.9; any type of property surveys or related engineering services needed for the transfer of interests in real property; providing construction and property surveys to replace reference points or property monuments lost or destroyed during construction; and providing other special field surveys.
32. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
33. Extensive services required during any correction period, or with respect to monitoring Contractor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).
34. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

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EXHIBIT B—DELIVERABLES SCHEDULE- NOT USED

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AMENDMENT TO OWNER-ENGINEER AGREEMENT

Amendment No. **[Enter Amendment Number]**

Owner: **[Name of Owner]**
Engineer: **[Name of Engineer]**
Project: **[Name of Project]**
Effective Date of Owner-Engineer Agreement: **[Effective Date of Agreement]**
Nature of Amendment: (Check those that apply)

☐ Additional Services to be performed by Engineer
☐ Modifications to services of Engineer
☐ Modifications to responsibilities of Owner
☐ Modifications of payment to Engineer
☐ Modifications to time(s) for rendering services
☐ Modifications to other terms and conditions of the Agreement

Description of Modifications:

[Here describe the modifications, in as much specificity and detail as needed. Use an attachment if necessary. Include cost breakdown and documentation, if applicable.]

Agreement Summary:
Original agreement amount: $
Net change for prior amendments: $
This amendment amount: $
Adjusted Agreement amount: $
Change in time for services (days or date, as applicable):

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. The Effective Date of the Amendment is **[Enter Effective Date of Amendment]**.

Owner	Engineer
_____ (typed or printed name of organization)	_____ (typed or printed name of organization)
By: _____ (individual's signature)	By: _____ (individual's signature)
(Attach evidence of authority to sign.)	(Attach evidence of authority to sign.)
Date: _____ (date signed)	Date: _____ (date signed)
Name: _____ (typed or printed)	Name: _____ (typed or printed)
Title: _____ (typed or printed)	Title: _____ (typed or printed)

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EXHIBIT D—DUTIES, RESPONSIBILITIES, AND LIMITATIONS OF AUTHORITY OF RESIDENT PROJECT REPRESENTATIVE

ARTICLE 1—RESIDENT PROJECT REPRESENTATIVE SERVICES

Article 1 of the Agreement, Services of Engineer, and Exhibit A, Engineer's Services, are supplemented to include Exhibit D Paragraphs 1.01, 1.02, and 1.03, as follows:

1.01 Resident Project Representative

A. Engineer shall furnish a Resident Project Representative ("RPR") to observe progress and quality of the Work. RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.

B. The RPR will provide full-time representation

C. Subject to the scope of RPR's observations of the Work, which may include field checks of materials and installed equipment, Engineer shall endeavor to identify defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, inspect, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor's work in progress, for the coordination of the Constructors' work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in Exhibit A Paragraph 1.06 are applicable.

1.02 Duties and Responsibilities of RPR

A. The duties and responsibilities of the RPR are as follows:

1. General: RPR's dealings in matters pertaining to the Work in general will be with Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.

2. Schedules: Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such schedules.

3. Conferences and Meetings: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.

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4. Safety Compliance: Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.

5. Liaison

    a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.

    b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.

    c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.

6. Clarifications and Interpretations: Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor.

7. Shop Drawings, Samples, and other Submittals

    a. Receive Samples that are furnished at the Site by Contractor.

    b. Receive Contractor-approved Shop Drawings.

    c. Receive other Submittals from Contractor.

    d. Record date of receipt of Samples, Contractor-approved Shop Drawings, and other Submittals.

    e. Notify Engineer of availability of Samples for examination, and forward Contractor-approved Shop Drawings and other Submittals to Engineer. When appropriate recommend distribution of Submittal to specified Subconsultants.

    f. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor, or has not been approved by Contractor or Engineer.

8. Proposed Modifications: Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.

9. Review of Work; Defective Work

    a. Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected,

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removed and replaced, or accepted as provided in the Construction Contract Documents.

b. Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work.

c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.

10. Inspections, Tests, and System Start-ups

a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.

b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.

c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.

d. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.

e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.

f. Nothing in this Agreement will be construed to require RPR to conduct inspections.

11. Records

a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Proposals, Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, approved Shop Drawing and Sample submittals, and other Project-related documents.

b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Proposals, Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.

c. Upon request from Owner to Engineer, photograph or video Work in progress or Site conditions.

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d. Record and maintain accurate, up-to-date lists of the company names and points of contact for Contractors, Subcontractors, and major Suppliers of materials and equipment.

e. Maintain records for use in preparing Project documentation.

f. Upon completion of the Work, furnish original set of all RPR Project documentation to designated recipients.

12. Reports

a. Furnish periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.

b. Draft responses to or make recommends on Change Proposals, Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.

c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.

d. Immediately inform appropriate parties of the occurrence of any Site accidents, emergencies, natural catastrophes endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.

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

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

15. Completion

a. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.

b. Participate in Engineer's visit to the Site in the company of Owner and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.

c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work (Exhibit E).

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1.03 Limitations of Authority

A. Resident Project Representative shall not:

1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).

2. Exceed limitations of Engineer's authority as set forth in this Agreement.

3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.

4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.

5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.

6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.

7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.

8. Authorize Owner to occupy the Project in whole or in part.

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NOTICE OF ACCEPTABILITY OF WORK (EJCDC® C-626 2018)

Owner:	Owner's Project No.:
Engineer:	Engineer's Project No.:
Contractor:	Contractor's Project No.:
Project:	
Contract Name:	
Notice Date:	Effective Date of the Construction Contract:

The Engineer hereby gives notice to the Owner and Contractor that Engineer recommends final payment to Contractor, and that the Work furnished and performed by Contractor under the Construction Contract is acceptable, expressly subject to the provisions of the Construction Contract's Contract Documents ("Contract Documents") and of the Agreement between Owner and Engineer for Professional Services dated **[date of professional services agreement]** ("Owner Engineer Agreement"). This Notice of Acceptability of Work (Notice) is made expressly subject to the following terms and conditions to which all who receive and rely on said Notice agree:

1. This Notice has been prepared with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. This Notice reflects and is an expression of the Engineer's professional opinion.
3. This Notice has been prepared to the best of Engineer's knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor's Work) under the Owner Engineer Agreement, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Owner Engineer Agreement.
5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Contract Documents, or to otherwise comply with the Contract Documents or the terms of any special guarantees specified therein.
6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.

Engineer

By (signature): _____

Name (printed): _____

Title: _____

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EXHIBIT F—ELECTRONIC DOCUMENTS PROTOCOL (EDP)

ARTICLE 1—ELECTRONIC DOCUMENTS PROTOCOL (EDP)

Paragraph 6.03 of the Agreement is supplemented by the following Exhibit F Paragraph 1.01 and Exhibit F—Attachment 1: Software Requirements for Electronic Document Exchange:

1.01 Electronic Documents Protocol

A. Electronic Transmittals: The parties shall conform to the following provisions together referred to as the Electronic Documents Protocol ("EDP" or "Protocol") for exchange of electronic transmittals.

1. Basic Requirements

a. To the fullest extent practical, the parties agree to and will transmit and accept Electronic Documents by Electronic Means using the procedures described in this Protocol. Use of the Electronic Documents and any information contained therein is subject to the requirements of this Protocol and other provisions of the Agreement.

b. The contents of the information in any Electronic Document will be the responsibility of the transmitting party.

c. Electronic Documents as exchanged by this Protocol may be used in the same manner as the printed versions of the same documents that are exchanged using non-electronic format and methods, subject to the same governing requirements, limitations, and restrictions, set forth in the Agreement.

d. Except as otherwise explicitly stated herein, the terms of this Protocol will be incorporated into any other agreement or subcontract between the Owner and Engineer and any third party for any portion of the Project, or any Project-related services, where that third party is, either directly or indirectly, required to exchange Electronic Documents with Owner, Engineer, or any Contractor or other entity directly contracted with the Owner to furnish Program-related services. Nothing herein will modify the requirements of the Agreement and applicable Construction Contract Documents regarding communications between and among the individual third parties and their respective subcontractors and consultants, except to the extent that any respective subcontractor or consultant exchanges Electronic Documents with the Owner or Engineer.

e. When transmitting Electronic Documents, the transmitting Party makes no representations as to long term compatibility, usability, or readability of the items resulting from the receiving Party's use of software application packages, operating systems, or computer hardware differing from those established in this Protocol.

f. Nothing herein negates any obligation (1) in the Agreement to create, provide, or maintain an original printed record version of Drawings and Specifications, signed and sealed according to applicable Laws and Regulations; (2) to comply with any applicable Law or Regulation governing the signing and sealing of design documents or the signing and electronic transmission of any other documents; or

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(3) to comply with any notice requirements limiting or otherwise modifying the acceptance of Electronic Documents for such notice.

2. System Infrastructure for Electronic Document Exchange

   a. Each party will provide hardware, operating system(s) software, internet, e-mail, and large file transfer functions ("System Infrastructure") at its own cost and sufficient for complying with the EDP requirements. With the exception of minimum standards set forth in this EDP and any explicit system requirements specified by attachment to this EDP, it will be the obligation of each party to determine, for itself, its own System Infrastructure.

      1) The maximum size of an e-mail attachment for exchange of Electronic Documents under this EDP is **10** MB. Attachments larger than that may be exchanged using large file transfer functions or physical media.

      2) Each Party assumes full and complete responsibility for any and all of its own costs, delays, deficiencies, and errors associated with converting, translating, updating, verifying, licensing, or otherwise enabling its System Infrastructure, including operating systems and software, for use with respect to this EDP.

   b. Each party is responsible for its own system operations, security, back-up, archiving, audits, printing resources, and other Information Technology ("IT") for maintaining operations of its System Infrastructure during the Project, including coordination with the party's individual(s) or entity responsible for managing its System Infrastructure and capable of addressing routine communications and other IT issues affecting the exchange of Electronic Documents.

   c. Each party will operate and maintain industry-standard, industry-accepted, ISO-standard, commercial-grade security software and systems that are intended to protect the other party from: software viruses and other malicious software like worms, trojans, adware; data breaches; loss of confidentiality; and other threats in the transmission to or storage of information from the other parties, including transmission of Electronic Documents by physical media such as CD/DVD/flash drive/hard drive. To the extent that a party maintains and operates such security software and systems, it will not be liable to the other party for any breach of system security.

   d. In the case of disputes, conflicts, or modifications to the EDP required to address issues affecting System Infrastructure, the parties will cooperatively resolve the issues; but, failing resolution, the Owner is authorized to make and require reasonable and necessary changes to the EDP to effectuate its original intent. If the changes cause additional cost or time to Engineer, not reasonably anticipated under the original EDP, Engineer shall be entitled to compensation as Additional Services for its costs associated with the revisions to the EDP, delayed adoption of Exhibit L or implementation of other Electronic Documents protocols.

   e. Each party is responsible for its own back-up and archive of documents sent and received during the term of any Project contract/agreement under this EDP, unless this EDP establishes a Project document archive, either as part of a mandatory Project website or other communications protocol, upon which the Parties may

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rely for document archiving during the specified term of operation of such project document archive. Further, each party remains solely responsible for its own post-Project back-up and archive of project documents, as each party deems necessary for its own purposes, after the term of contract, or termination of the project document archive, if one is established.

f. If a receiving party receives an obviously corrupted, damaged, or unreadable Electronic Document, the receiving party will advise the sending party of the incomplete transmission.

g. The parties will bring any non-conforming Electronic Documents into compliance with the EDP. The parties will attempt to complete a successful transmission of the Electronic Document or use an alternative delivery method to complete the communication.

h. ~~The **Engineer** will operate a Project information management system (also referred to in this EDP as "Project Website") for use of Owner, Engineer, Contractors, during the Project for exchange and storage of Project-related communications and information. Except as otherwise provided in this EDP or the General Conditions, use of the Project Website by the Parties as described in this paragraph will be mandatory for exchange of Project documents, communications, submittals, and other Project-related information. The following conditions and standards will govern use of the Project Website: **[modify in sufficient detail below the operational requirements for the website below]**.~~

   1) ~~Describe the period of time during which the Project Website will be operated and be available for reliance by the Parties.~~

   2) ~~Provide any minimum system infrastructure, software licensing and security standards for access to and use of the Project Website.~~

   3) ~~Describe the types and extent of services to be provided at the Project Website (such as large file transfer, email, communication and document archives, etc.).~~

   4) ~~Include any other Project Website attributes that may be pertinent to the use of the facility by Project-related parties and evaluation by those parties of the functionality and cost of such use.~~

   5) ~~Operation of the Project Website by the Engineer shall be part of Engineer's Basic Services and compensation, including expenses associated with operation for a period of **[number]** days, is included in the Lump Sum fee detailed in Exhibit C.~~

   ~~or~~

   6) ~~Operation of the Project Website by the Engineer shall be part of Engineer's Basic Services and compensation will be paid on an hourly basis **[insert standard hourly, direct labor times factor, direct labor plus overhead plus fee or other]** plus expenses associated with operation as detailed in Exhibit C. Total estimated compensation is based on expenses associated with operation for a period of **[number]** days.~~

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~~or~~

7) ~~**[Provide such other means of compensating Engineer for operation of the Project Website; reimbursable expenses for software licensing or fees (other than those standard formats listed in 1.01.C and Attachment 1) associated with special requirements for using or accessing Owner–, Contractor–, or Third Party–operated Project websites; and the basis for any Additional Services associated with operation of Project Website (such as operating for a longer period of time than anticipated above)]**~~.

B. Software Requirements for Electronic Document Exchange; Limitations

1. Each party will acquire the software and software licenses necessary to create and transmit Electronic Documents and to read and to use any Electronic Documents received from the other party (and if relevant from third parties), using the software formats required in this section of the EDP.

a. Prior to using any updated version of the software required in this section for sending Electronic Documents to the other party, the originating party will first notify and receive concurrence from the other party for use of the updated version or adjust its transmission to comply with this EDP.

2. The parties agree not to intentionally edit, reverse engineer, decrypt, remove security or encryption features, or convert to another format for modification purposes any Electronic Document or information contained therein that was transmitted in a software data format, including Portable Document Format (PDF), intended by sender not to be modified, unless the receiving party obtains the permission of the sending party or is citing or quoting excerpts of the Electronic Document for Project purposes.

3. Software and data formats for exchange of Electronic Documents will conform to the requirements set forth in the following Attachment 1 to this EDP, including software version, if listed.

C. Format and Distribution of Deliverables

1. By definition, "Documents" as used in this Agreement are documents expressly identified as deliverables from Engineer to Owner. Exhibit A of the Agreement identifies various Documents that Engineer is required to deliver to Owner as part of Engineer's services; ~~Exhibit B is a schedule of such Documents~~. Engineer will transmit such Documents to Owner in the formats identified in Attachment 1 to this Protocol. If no specific format is identified for a deliverable Document, the format will be Portable Document Format (PDF).

2. If a Document will be distributed to third parties, such as prospective bidders and contractors, reviewing agencies, or lenders, the transmittal format for distribution will be as identified in Attachment 1 to this Protocol; provided, however, that if a format for distribution of a specific Document is expressly stated in Exhibit A, then the Exhibit A format will take precedence. If no specific format is identified for distribution of a deliverable Document to third parties, the format will be Portable Document Format (PDF).

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a. If a format for Document distribution other than Portable Document Format (PDF) is specified, Owner shall first obtain a written, signed release from each third party to which the deliverable Document is distributed, establishing agreement to the following conditions:

1) The content included in the Electronic Documents prepared by or for Engineer and covered by the request was prepared as an internal working document for Engineer's purposes solely, and is being provided to the third party on an "AS IS" basis without any warranties of any kind, including, but not limited to any implied warranties of fitness for any purpose. As such, the third party is advised and acknowledges that the content may not be suitable for the third party's application, or may require substantial modification and independent verification by the third party. The content may include limited resolution of models; not-to-scale schematic representations and symbols; use of notes to convey design concepts in lieu of accurate graphics; approximations; graphical simplifications; undocumented intermediate revisions; and other devices that may affect subsequent reuse.

2) Electronic Documents containing text, graphics, metadata, or other types of data that are provided to the Requesting Party are only for the convenience of the third party. Any conclusion or information obtained or derived from such data will be at the third party's sole risk and the third party waives any and all claims against Engineer or Owner arising from the use of the Electronic Documents covered by the request, or of any data contained in such Electronic Documents.

3) The third party shall indemnify and hold harmless Owner, Engineer, and Engineer's Subcontractors and Subconsultants, from all claims, damages, losses, and expenses, including attorneys' fees and defense costs arising out of or resulting from the third party's use, adaptation, or distribution of any Electronic Documents provided under the request.

4) The third party agrees not to sell, copy, transfer, forward, give away or otherwise distribute this information (in source or modified file format) to any third party without the direct written authorization of Engineer, unless such distribution is specifically identified in the request and is limited to the third party's subcontractors and consultants. The third party warrants that subsequent use by the third party's subcontractors and subconsultants will comply with all terms of the Construction Contract Documents and any specific instructions or conditions established by Owner.

b. If Engineer is required to assist or participate in obtaining such releases from third parties, such services will be categorized as Additional Services.

D. Requests by Project-Related Parties for Electronic Documents in Other Formats

1. Owner may release (or direct Engineer to release) an Electronic Document version of a Document prepared by or for Engineer, including but not limited to a deliverable Document as set forth in Exhibit F Paragraph 1.01.C, in a format other than those identified in Exhibit F Paragraph 1.01.B or 1.01.C of the Electronic Documents Protocol, or elsewhere in the Agreement, only if (a) a Contractor or other Project-related party

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(Requesting Party) makes a good faith request for such release, (b) Owner determines in its sole discretion that such release is prudent and will be beneficial to the Project, and (c) Owner obtains Requesting Party's written consent to the four conditions set forth in Exhibit F Paragraph 1.01.C.2.a.1-4 above.

2. Any services by Engineer in connection with Owner or Engineer providing a Document to a Requesting Party under this Exhibit F Paragraph 1.01.D are Additional Services. Such services may include but are not limited to preparing the data in a manner deemed appropriate by Engineer. Owner may require reimbursement from the Requesting Party for the cost of such Additional Services, but compensation by Owner to Engineer for the Additional Services is not contingent upon Owner obtaining reimbursement from the Requesting Party.

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EXHIBIT F—ATTACHMENT 1: SOFTWARE REQUIREMENTS FOR ELECTRONIC DOCUMENT EXCHANGE

Item	Electronic Documents	Transmittal Means	Data Format	Note (1)
a.1	General communications, transmittal covers, meeting notices, and responses to general information requests for which there is no specific prescribed form.	Email	Email	
a.2	Meeting agendas; meeting minutes; RFI's and Responses to RFI's; and Construction Contract administrative forms.	Email w/Attach	PDF	(2)
a.3	Contractor's Submittals (Shop Drawings, "Or Equal" requests, Substitute requests, documentation accompanying Sample submittals and other Submittals) to Owner and Engineer; and, Owner's and Engineer's Responses to Contractor's Submittals, Shop Drawings, Correspondence, and Applications for Payment	LFE	PDF	
a.4	Correspondence; Interim and Final Versions of reports, layouts, Specifications, Drawings, maps, calculations and spreadsheets, Construction Contract, Bidding/Proposal Documents, and Front-End Construction Contract Documents.	Email w/ Attach or LFE	PDF	(3)
a.5	Layouts, plans, maps, and Drawings to be submitted to Owner by Engineer for future use and modification	Email w/ Attach or LFE	DWG	
a.6	Correspondence, reports, and specifications to be submitted by Engineer to Owner for future word processing use and modification	Email w/ Attach or LFE	DOC	
a.7	Spreadsheets and data to be submitted to Owner by Engineer for future data processing use and modification	Email w/ Attach or LFE	EXC	
~~a.8~~	~~Database files and data to be submitted to Owner for future data processing use and modification~~	~~Email w/ Attach or LFE~~	~~DB~~	

Notes	
(1)	All exchanges and uses of transmitted data are subject to the appropriate provisions of the Agreement and Construction Contract.
(2)	Transmittal of written notices is governed by requirements of the Agreement and Construction Contract.
(3)	Transmittal of Bidding/Proposal Documents and Front-End Construction Contract Documents will be in manner selected by Owner in Exhibit A, Paragraph 1.05.A.1.a. Unless otherwise expressly stated, these documents and the Construction Contract will be transmitted in PDF format, including transmittals to bidders and Contractor.
Key	
EMAIL	Standard Email formats (.htm, .rtf, or .txt). Do not use stationery formatting or other features that impair legibility of content on screen or in printed copies.
LFE	Agreed upon Large File Exchange method (FTP, CD, DVD, hard drive.)
PDF	Portable Document Format readable by Adobe® Acrobat Reader
DWG	Autodesk® AutoCAD. dwg format
DOC	Microsoft® Word. docx format
EXC	Microsoft® Excel .xlsx or .xml
DB	Microsoft® Access .mdb

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EXHIBIT G—INSURANCE

ARTICLE 1—INSURANCE

Paragraph 6.04 of the Agreement, Insurance, is supplemented to include the following Exhibit G Paragraphs 1.01 and 1.02:

1.01 Insurance Policies and Limits

A. In accordance with Paragraph 6.04.A of the Agreement, the insurance that Engineer must procure and maintain, and the policy limits of such insurance, are as follows:

Coverage	Policy limits of not less than:
Workers' Compensation	
State	Statutory
Employer's Liability	
Each accident	$
Each employee	$
Policy limit	$
Commercial General Liability	
General Aggregate	$
Personal and Advertising Injury	$
Bodily Injury and Property Damage—Each Occurrence	$
Automobile Liability	
Bodily Injury	
Each Person	$
Each Accident	$
Property Damage	
Each Accident	$
Or	
Combined Single Limit	
Combined Single Limit (Bodily Injury and Property Damage)	$
Excess or Umbrella Liability	
Each Occurrence	$
General Aggregate	$
Professional Liability	
Each Claim	$
Annual Aggregate	$
Unmanned Aerial Vehicle Liability Insurance	
Each Claim	$
General Aggregate	$
Other Insurance [Specify]	
Each Claim	$
General Aggregate	$

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B. ~~In accordance with Paragraph 6.04.C of the Agreement, the insurance that Owner must procure and maintain, and the policy limits of such insurance, are as follows:~~

~~Coverage~~	~~Policy limits of not less than:~~
~~**Workers' Compensation**~~	
~~State~~	~~Statutory~~
~~**Employer's Liability**~~	
~~Each accident~~	~~$~~
~~Each employee$~~	~~$~~
~~Policy limit~~	~~$~~
~~**Commercial General Liability**~~	
~~General Aggregate~~	~~$~~
~~Personal and Advertising Injury~~	~~$~~
~~Bodily Injury and Property Damage—Each Occurrence~~	~~$~~
~~**Automobile Liability**~~	
~~Bodily Injury~~	
~~Each Person~~	~~$~~
~~Each Accident~~	~~$~~
~~Property Damage~~	
~~Each Accident~~	~~$~~
~~Or~~	
~~Combined Single Limit~~	
~~Combined Single Limit (Bodily Injury and Property Damage)~~	~~$~~
~~**Excess or Umbrella Liability**~~	
~~Each Occurrence~~	~~$~~
~~General Aggregate~~	~~$~~
~~**Unmanned Aerial Vehicle Liability Insurance**~~	
~~Each Claim~~	~~$~~
~~General Aggregate~~	~~$~~
~~**Other Insurance [Specify]**~~	
~~Each Claim~~	~~$~~
~~General Aggregate~~	~~$~~

1.02 Additional Insureds

A. Owner shall cause Engineer, its Subconsultants, and its Engineer's Subcontractors to be listed as additional insureds on any of Owner's general liability policies that are applicable to the Project. ~~The following individuals or entities are to be listed on Owner's general liability policies of insurance (and on Contractor's policies required under Paragraph 6.04.D of the Agreement) as additional insureds:~~

~~Name of Additional Insured~~	~~Address~~
~~**[Engineer]**~~	~~**[Engineer's Corporate Address]**~~
~~**[Engineer's Subconsultant]**~~	~~**[Subconsultant's Corporate Address]**~~
~~**[Engineer's Subconsultant]**~~	~~**[Subconsultant's Corporate Address]**~~
~~**[Other Additional Insured]**~~	~~**[Other Additional Insured's Corporate Address]**~~

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B. During the term of this Agreement the Engineer shall notify Owner of any other Subconsultant or Engineer's Subcontractor to be listed as an additional insured on Owner's and applicable Contractor's general liability policies of insurance.

C. The Owner must be listed on Engineer's general liability policy as provided in Paragraph 6.04.B.

D. For applicable Contractor's general liability policies of insurance, the additional insured endorsements will include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.

E. For applicable Contractor's general liability policies of insurance, Contractor shall provide ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent for Engineer, Subconsultants, and other design professional additional insureds.

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EXHIBIT H—DISPUTE RESOLUTION

ARTICLE 1—DISPUTE RESOLUTION METHOD

Paragraph 6.07 of the Agreement, Dispute Resolution, is supplemented to include the following Exhibit H Paragraph 1.01:

1.01 Arbitration

A. Method for Resolution of Disputes: All Disputes between Owner and Engineer that have not been resolved by negotiations or mediation will be settled by arbitration administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules (subject to the conditions and limitations of this Exhibit H Paragraph 1.01). This agreement to arbitrate will be specifically enforceable under the prevailing law of any court having jurisdiction.

B. Arbitration Provisions

1. Notice of the demand for arbitration must be filed in writing with the other party to the Agreement and with the selected arbitration administrator. The demand must be made within a reasonable time after the Dispute has arisen. In no event may the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such Dispute would be barred by the applicable statute of limitations.

2. The arbitrator(s) must be licensed engineers, architects, contractors, attorneys, or construction managers. Hearings will take place pursuant to the standard procedures of the Construction Arbitration Rules that contemplate in-person hearings. The arbitrators will have no authority to award punitive or other damages not measured by the prevailing party's actual damages, except as may be required by statute or the Agreement. Any award in an arbitration initiated under this clause will be limited to monetary damages and include no injunction or direction to any party other than the direction to pay a monetary amount.

3. If the applicable arbitration rules require a preliminary mediation, but the parties have already participated in mediation with respect to the Dispute, then the second mediation is not required.

4. The rules of any arbitration must be supplemented to include the following: The award rendered by the arbitrators must be in writing, and include (a) a precise breakdown of the award, and (b) a written explanation of the award specifically citing the Agreement provisions deemed applicable and relied on in making the award.

5. The award rendered by the arbitrators will be consistent with this Agreement and final, and judgment may be entered upon it in any court having jurisdiction thereof, and will not be subject to appeal or modification.

6. The arbitrators will have the authority to allocate the costs of the arbitration process among the parties, but will only have the authority to allocate attorneys' fees if a specific Law or Regulation or this Agreement expressly permits them to do so.

7. The parties agree that failure or refusal of a party to pay its required share of the deposits for arbitrator compensation or administrative charges will constitute a waiver

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by that party of the right to present evidence or cross-examine witness. In such event, the other party will be required to present evidence and legal argument as the arbitrator(s) may require for the making of an award. Such waiver will not allow for a default judgment against the non-paying party in the absence of evidence presented as provided for above.

8. Except as may be required by Laws or Regulations, neither party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties, with the exception of any disclosure required by Laws and Regulations or the Agreement. To the extent any disclosure is allowed pursuant to the exception, the disclosure must be strictly and narrowly limited to maintain confidentiality to the extent possible.

9. If a Dispute in question between Owner and Engineer involves the work of a Contractor, Subcontractor, or consultants to the Owner, Subconsultants to the Engineer, or Engineer's Subcontractors (each a "Joinable Party"), and such Joinable Party has agreed contractually or otherwise to participate in a consolidated arbitration concerning this Project, then either Owner or Engineer may join such Joinable Party as a party to the arbitration between Owner and Engineer hereunder. Nothing in this Exhibit H Paragraph 1.01 nor in the provision of such contract consenting to joinder will create any claim, right, or cause of action in favor of the Joinable Party and against Owner or Engineer that does not otherwise exist.

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EXHIBIT I—LIMITATIONS OF LIABILITY

ARTICLE 1—LIMITATIONS OF LIABILITY

Paragraph 6.10 of the Agreement is supplemented to include Exhibit I Paragraph(s) **1.01, Mutual Indemnification; 1.02, Limitation of Engineer's Liability:**

1.01 Mutual Indemnification

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

1.02 Limitation of Engineer's Liability

A. Engineer's Liability Limited to Amount of Insurance Proceeds: Engineer shall procure and maintain insurance as required by and set forth in Exhibit G to this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by Laws and Regulations, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, Subconsultants, and Engineer's Subcontractors to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever (including but not limited to direct, indirect, special, incidental, punitive, exemplary, or consequential damages) arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, of Engineer or Engineer's officers, directors, members, partners, agents, employees, Subconsultants, or Engineer's Subcontractors (hereafter "Owner's Claims"), will be limited to (1) responsibility for payment of all or the applicable portion of any deductibles, either directly to the Engineer's insurers or in settlement or satisfaction, in whole or in part, of Owner's Claims, and (2) total insurance proceeds paid on behalf of or to Engineer by Engineer's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Engineer's applicable insurance policies up to the amount of insurance required under this Agreement.

1. Such limitation will not be reduced, increased, or adjusted on account of legal fees paid, or costs and expenses of investigation, claims adjustment, defense, or appeal.

2. If no such insurance coverage is provided with respect to Owner's Claims, then the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, Subconsultants, and Engineer's Subcontractors, to Owner

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and anyone claiming by, through, or under Owner, for any and all such uninsured Owner's Claims will not exceed **Engineer's fee or $100,000,** whichever is less.

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EXHIBIT J—PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES

COMPENSATION PACKET BC-4: BASIC SERVICES—DIRECT LABOR COSTS TIMES A FACTOR

ARTICLE 1—COMPENSATION PACKET BC-4: BASIC SERVICES—DIRECT LABOR COSTS TIMES A FACTOR

Article 2 of the Agreement is supplemented to include the following Exhibit J Paragraphs 1.01, 1.02, and 1.03:

1.01 Compensation for Basic Services (other than Resident Project Representative)—Direct Labor Costs Times a Factor Method of Payment

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A and L (except for Resident Project Representative services, if any) as follows:

1. An amount equal to Engineer's Direct Labor Costs times a factor of **3.35** for the services of Engineer's personnel engaged on the Project, plus Reimbursable Expenses, plus Engineer's Subcontractors' and Subconsultants' charges, if any.

2. Engineer's Reimbursable Expenses Schedule is attached to this Exhibit J as Appendix 1.

3. The total compensation for such services is estimated to be based on the following distribution of compensation:

Task	Description of Service	Amount
Phase 1- Reservoir Lining		
Task 1.1	Project Planning	$150,000
Task 1.2	Project Design	$130,000
Task 1.3	Bid Services	$21,000
Task 1.4	Construction Administration	$105,000
Task 1.5	*Construction Observation (320 hours regular, 40 hours OT)	N/A
Task 1.6	System Hydraulic Modeling	$100,000
Task 1.7	Additional Services	$32,000
	Total Proposed Fee – Phase 1	**$600,000**
Phase 2 – Water Storage Tank and Transmission Main Modifications – Future Phase		
Task 2.1	Project Planning	By amendment
Task 2.2	Project Design	By amendment
Task 2.3	Bid Services	By amendment
Task 2.4	Construction Administration	By amendment
Task 2.5	**Construction Observation (5760 hours regular, 720 hours OT, 2 inspectors)	N/A
Task 2.6	System Hydraulic Modeling	By amendment
Task 2.7	Additional Services	By amendment
	Total Proposed Fee – Phase 2	By amendment

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4. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but compensation will not exceed the total estimated compensation amount unless approved in writing by Owner. See Exhibit J Paragraph 1.03.C.2 below.

5. The total estimated compensation for Engineer's services included in the breakdown by phases incorporates all labor, overhead, profit, Reimbursable Expenses, and Engineer's Subcontractors' and Subconsultants' charges.

6. The portion of the amounts billed for Engineer's services which are related to services rendered on a Direct Labor Costs times a Factor basis will be billed based on the applicable Direct Labor Costs for the cumulative hours charged to the Project by Engineer's principals and employees multiplied by the above-designated factor, plus Reimbursable Expenses and Engineer's Subcontractors' and Subconsultants' charges incurred during the billing period.

7. Direct Labor Costs means salaries and wages paid to Engineer's employees but does not include payroll-related costs or benefits.

1.02 Compensation for Reimbursable Expenses

A. Owner shall reimburse Engineer for all Reimbursable Expenses directly related to the provision of Basic Services, using the rates set forth in Appendix 1 to this Exhibit J when applicable.

B. Reimbursable Expenses include the expenses identified in Appendix 1 and the following: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.

C. The amounts payable to Engineer for Reimbursable Expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to the Project, the latter multiplied by a factor of **1.00**.

1.03 Other Provisions Concerning Payment

A. Whenever Engineer is entitled to compensation for the charges of Engineer's Subcontractors and Subconsultants, such compensation will be the amounts billed by Engineer's Subcontractors and Subconsultants to Engineer times a factor of **1.15.**

B. Factors: The external Reimbursable Expenses and Engineer's Subcontractors' and Subconsultant's factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

C. Estimated Compensation Amounts

1. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.

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2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice, Owner and Engineer will promptly review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend Engineer's services during the negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.

D. Direct Labor Costs, the factor applied to Direct Labor Costs, and the Reimbursable Expenses Schedule will be adjusted annually (as of **April 1st, 2027**) to reflect equitable changes to the compensation payable to Engineer.

E. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

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EXHIBIT J—PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES

COMPENSATION PACKET RPR-2: RESIDENT PROJECT REPRESENTATIVE—STANDARD HOURLY RATES

ARTICLE 2—COMPENSATION PACKET RPR-2: RESIDENT PROJECT REPRESENTATIVE—STANDARD HOURLY RATES

Article 2 of the Agreement is supplemented to include the following Exhibit J Paragraph 2.01:

2.01 Compensation for Resident Project Representative Services—Standard Hourly Rates Method of Payment

A. Owner shall pay Engineer for Resident Project Representative Services as follows:

1. Resident Project Representative Services: For services of Engineer's Resident Project Representative (RPR), if any, under Exhibits A, D, and L an amount equal to the cumulative hours charged by each class of Engineer's personnel providing RPR services times Standard Hourly Rates for each applicable billing class, plus RPR-related Reimbursable Expenses and RPR-related Engineer's Subcontractors' and Subconsultants' charges, if any. Standard Hourly Rates are set forth in Appendix 2, Standard Hourly Rates Schedule.

2. The total compensation under this paragraph is estimated to be based upon full-time RPR services ~~on an eight-hour workday, Monday through Friday, over a **[Enter number of days]** day construction schedule.~~ as described in Exhibit L.

B. Compensation for Reimbursable Expenses

1. For those Reimbursable Expenses that are directly related to the provision of RPR services and are not already accounted for in the compensation for Basic Services, Owner shall reimburse Engineer, using the rates set forth in Appendix 1, Reimbursable Expense Schedule, to this Exhibit J when applicable.

2. Such Reimbursable Expenses include, to the extent RPR-related, the expenses identified in Appendix 1 and the following: transportation (including mileage), lodging, and subsistence incidental thereto~~; providing and maintaining field office facilities including furnishings and utilities~~; subsistence and transportation of Resident Project Representative; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar items. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.

3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be those internal expenses related to RPR services that are actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such services, the latter multiplied by a factor of **1.0.**

C. Other Provisions Concerning Payment

1. Whenever Engineer is entitled to compensation for the RPR-related charges of Engineer's Subcontractors and Subconsultants, that compensation will be the amounts

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billed by Engineer's Subcontractors and Subconsultants to Engineer times a factor of **1.15**.

2. Factors: The external Reimbursable Expenses and Engineer's Subcontractors' and Subconsultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

3. Estimated Compensation Amounts

    a. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.

    b. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice Owner and Engineer will promptly review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend Engineer's services during negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.

4. The Standard Hourly Rates and the Reimbursable Expenses Schedule will be adjusted annually (as of **April 1st, 2027**) to reflect equitable changes in the compensation payable to Engineer for RPR-related services and expenses.

5. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

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EXHIBIT J—PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES

COMPENSATION PACKET AS-2: ADDITIONAL SERVICES—DIRECT LABOR COSTS TIMES A FACTOR

ARTICLE 3—COMPENSATION PACKET AS-2: ADDITIONAL SERVICES—DIRECT LABOR COSTS TIMES A FACTOR

Article 2 of the Agreement is supplemented to include the following Exhibit J Paragraph 3.01:

3.01 Compensation for Additional Services—Direct Labor Costs times a Factor Method of Payment

A. Owner shall pay Engineer for Additional Services as follows:

1. For services of Engineer's personnel engaged directly in providing Additional Services, except for services as a consultant or witness (which if needed will be separately negotiated based on the nature of the required consultation or testimony), an amount equal to the cumulative hours charged by such personnel for Additional Services times the Engineer's applicable Direct Labor Costs times a factor of **3.35**, plus Additional Services-related Reimbursable Expenses and Additional Services-related Engineer's Subcontractors' and Subconsultants' charges, if any.

B. Compensation for Reimbursable Expenses

1. For those Reimbursable Expenses that are directly related to the provision of Additional Services, and are not already accounted for in the compensation for Basic Services or RPR-related services, Owner shall reimburse Engineer, using the rates set forth in Appendix 1 to this Exhibit J when applicable.

2. Such Reimbursable Expenses, to the extent Additional Services-related, include the expenses identified in Appendix 1 and the following: transportation (including mileage), lodging, and subsistence incidental thereto; ~~providing and maintaining field office facilities including furnishings and utilities~~; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar items. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.

3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to Additional Services, the latter multiplied by a factor of **1.00**.

C. Other Provisions Concerning Payment for Additional Services

1. Whenever Engineer is entitled to compensation for the Additional Services-related charges of Engineer's Subcontractors and Subconsultants, such compensation will be the amounts billed by Engineer's Subcontractors and Subconsultants to Engineer times a factor of **1.15.**

2. Factors: The external Reimbursable Expenses and Engineer's Subcontractors' and Subconsultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

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3. Salary Costs, the factor applied to Salary Costs, and the Reimbursable Expenses Schedule will be adjusted annually (as of **April 1st, 2027**) to reflect equitable changes in the compensation payable to Engineer for Additional Services-related services and expenses.

4. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

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EXHIBIT J—PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES

APPENDIX 1: REIMBURSABLE EXPENSES SCHEDULE

Reimbursable Expenses are subject to review and adjustment per Exhibit J. Rates and charges for Reimbursable Expenses as of the date of the Agreement are:

Description/Equipment	Job Cost Rate Per Unit
CADD Bond	$0.15/sq. ft.
Daily Vehicle Charge	$378/day
Field Books	$20 each
iPad	$5/day
Meals and Tips	At Cost
Mileage	IRS Rate
Misc. Equip.* 1-3 items	$5/day
Misc. Equip.* 4-6 items	$10/day
Misc. Equip.* 7-10 items	$20/day
Misc. Fees	At Cost
Misc. Field Supplies	At Cost
Misc. Office Supplies	At Cost
Mylar	$1.00/sq. ft.
Photocopies	$0.10/copy
Postage	At Cost
Printing/Reproduction Cost	At Cost
Rental Vehicles	At Cost
Room	At Cost
Subcontracts	1.15 x Cost

* Miscellaneous equipment = paint gauge, measuring wheel, measuring tape, thermometer, manhole pick, laser measuring device, ice auger, flashlights, traffic cones, etc.

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EXHIBIT J—PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES

APPENDIX 2: STANDARD HOURLY RATES SCHEDULE

A. Standard Hourly Rates

1. Standard Hourly Rates are set forth in this Appendix 2 to this Exhibit J and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.

2. The Standard Hourly Rates apply only as specified in Exhibit J.

Schedule: Hourly rates for services performed on or after the date of the Agreement are:

Accounting/Billing Classification	Hourly Billing Rate Range
Principal/Engineering Manager/Strategic Advisor	$250 to 380
Senior Project Manager/Client Services Manager/Strategic Funding Advisor	$190 to 290
Project Manager/Senior Project Engineer/Construction Manager	$190 to 260
Senior Project Engineer	$180 to 250
Project Engineer	$130 to 175
Engineer Intern/Intern Architect	$100 to 145
Architect/Structural/Mechanical/Instrumentation/Electrical Engineer	$150 to 310
Landscape Architect	$150 to 220
CAD/BIM Manager	$160 to 175
Senior CAD Designer	$140 to 165
CAD Designer/Senior CAD Technician	$100 to 150
CAD Technician	$90 to 130
GIS Analyst	$100 to 170
Field Service Manager/Technician	$90 to 150
Hydrogeologist	$120 to 200
Construction Support Technician	$130 to 220
Resident Project Representative	$100 to 230 ($120 to 250 w/ expenses)
Office Administrator/Engineering Assistant	$90 to 130

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EXHIBIT K- NYS EFC MANDATORY TERMS AND CONDITIONS

Mandatory State Revolving Fund Terms and Conditions for Contracts Funded with the NYS Clean Water State Revolving Fund or Drinking Water State Revolving Fund- Effective October 1, 2025

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Environmental Facilities Corporation | Department of Health

KATHY HOCHUL
Governor

MAUREEN A. COLEMAN
President and CEO

Mandatory State Revolving Fund Terms and Conditions

For Contracts Funded with the NYS Clean Water State Revolving Fund or Drinking Water State Revolving Fund

Identify Contract Type prior to Advertisement for Bid:

☐ **Construction**
- ☐ **Treatment Works and Drinking Water Projects**
- ☐ **Non-Treatment Works**

☒ **Non-Construction**

Effective October 1, 2025

New York State Environmental Facilities Corporation
625 Broadway, Albany, NY 12207-2997
P: (518) 402-6924
www.efc.ny.gov

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INTRODUCTION

The terms and conditions below must be incorporated verbatim into contracts receiving SRF financial assistance. Additional information relating to each of the requirements is included in the companion guidance document. Recipients, Contractors, Subcontractors, and any other involved entities must also comply with any and all applicable rules and regulations not listed below or in the companion guidance document.

REQUIRED CONTRACT LANGUAGE

COMMONLY USED TERMS

The following commonly used terms are defined herein as follows:

Broker means a firm that does not itself perform, manage or supervise the work of its contract or subcontract in a manner consistent with the normal business practices for contractors or subcontractors in its line of business.

Construction means the process by which a contractor or subcontractor builds, alters, repairs, remodels, improves or demolishes infrastructure.

Contract means an agreement between a Recipient and a Contractor.

Contractor means all bidders, prime contractors, surety that is completing performance for a defaulted contractor pursuant to a performance bond, non-construction service providers, and consultants as hereinafter defined, unless specifically referred to otherwise.

Manufacturer means a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the Contract and of the general character described by the specifications.

MBO is designated and employed by the Recipient as a Minority Business or Compliance Officer responsible for MWBE/DBE/SDVOB/EEO reporting and compliance.

Non-Construction Provider means any individual or business enterprise that provides one or more of the following: legal, engineering, financial advisory, technical, or other professional services, supplies, commodities, equipment, materials, or travel.

Recipient means the party, other than EFC, to a grant agreement or a project finance agreement with EFC through which funds for the payment of amounts due thereunder are being paid in whole or in part. Responsible through Project Finance Agreement (PFA) to comply with EFC requirements.

State means the State of New York.

Subcontract means an agreement between a Contractor and a Subcontractor.

Subcontractor means any individual or business enterprise that has an agreement, purchase order, or any other contractual arrangement with a Contractor.

Supplier means a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.

Treatment Works is defined in Clean Water Act (CWA) Section 212. This does not include nonpoint source projects as defined in CWA Section 319 and estuary management program projects as defined in CWA Section 320.

SECTION 1 FEDERAL ARCHITECTURAL AND ENGINEERING PROCUREMENT REQUIREMENTS

Any Architectural and Engineering (A/E) services for all CWSRF projects and for DWSRF projects are required to be procured in compliance with 40 USC 1101 et. seq., and 48 CFR Part 36 Subpart 36.6. The Recipient must certify compliance to receive financing. Disregard this section if it does not apply to this Contract.

SECTION 2 REQUIREMENTS AND PROCEDURES FOR BUSINESS PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISES AND EQUAL EMPLOYMENT OPPORTUNITIES FOR WOMEN AND MINORITY GROUP MEMBERS

The Equal Employment Opportunities requirements of this section apply to all Contracts and Subcontracts, with the exception of: (1) the requirements under Title VII of the Civil Rights Act of 1964 and 41 CFR Part 60-1 Subpart A which apply only to construction Contracts and Subcontracts; and (2) the Federal Affirmative Action Regulations requirements which apply only to construction Contracts and Subcontracts greater than $10,000.

The Minority- and Women- Owned Business Enterprises ("MWBE") participation requirements of this section apply to the Contracts Meeting Article 15-A Thresholds.

> ***Contracts Meeting Article 15-A Thresholds*** *means Contracts or Subcontracts meeting the thresholds under New York State Executive Law Article 15-A as follows:*
> *a) Non-Construction Provider Contracts greater than $25,000;*
> *b) Non-Construction Provider Contracts that are initially under $25,000 but subsequent change orders or contract amendments increase the Contract value to above $25,000;*
> *c) Construction Contracts greater than $100,000; and,*
> *d) Construction Contracts that are initially under $100,000 but subsequent change orders or contract amendments increase the Contract value to above $100,000.*

Disregard this section if it does not apply to this Contract or Subcontract.

I. General Provisions

A. Contractors and Subcontractors are required to comply with the following provisions:

1. New York State Executive Law Article 15-A and 5 NYCRR Parts 140-145 ("MWBE Regulations") for all State Contracts meeting Article 15-A thresholds.

2. Title VI of the Civil Rights Act of 1964 and 40 CFR Part 7 ("Title VI") for any program or activity receiving federal financial assistance, as those terms are defined therein.

3. Title VII of the Civil Rights Act of 1964 and 41 CFR Part 60-1 Subpart A ("Title VII") for construction Contracts related to any government programs providing federal financial assistance, as those terms are defined therein.

4. 41 CFR Part 60-4 ("Federal Affirmative Action Regulations") for federal or federally assisted construction Contracts in excess of $10,000, as those terms are defined therein.

5. Section 504 of the Rehabilitation Act of 1973 ("Section 504") for any program or activity receiving federal financial assistance, as those terms are defined therein.

6. The Age Discrimination Act of 1975 ("Age Discrimination Act") for any program or activity receiving federal financial assistance, as those terms are defined therein.

7. Section 13 of the Federal Water Pollution Control Act ("Clean Water Act") Amendments of 1972 ("Section 13") for any program or activity receiving federal financial assistance under the Clean Water Act, as those terms are defined therein.

B. Upon request from the Recipient and/or EFC, Contractor will provide complete responses to inquiries and all MWBE and EEO records available within a reasonable time or as otherwise determined by EFC.

C. Failure to comply with all of the requirements herein may result in a finding by the Recipient that the Contractor is non-responsive, non-responsible, and/or has breached the Contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to subsection III(E) of this section, or enforcement proceedings as allowed by the Contract.

D. If any terms or provisions herein conflict with Executive Law Article 15-A, the MWBE Regulations, Title VI, Title VII, or Federal Affirmative Action Regulations, such law and regulations shall supersede these requirements.

II. Equal Employment Opportunities (EEO)

A. Each Contractor and Subcontractor performing work on the Contract shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

B. The Contractor shall comply with the provisions of the Human Rights Law (Executive Law Article 15), Title VI, Title VII, the Federal Affirmative Action Regulations, Section 504, Age Discrimination Act, Section 13, and all other State and Federal statutory and constitutional non-discrimination provisions. The Contractor and Subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

C. Contractors and Subcontractors shall have instituted grievance procedures to assure the prompt and fair resolution of complaints when a violation of Title VI of the Civil Rights Act of 1964 or Title 40 CFR Part 7 is alleged.

D. Pursuant to 40 CFR § 7.95, the Contractor shall display a copy of the EEO notice at the project site in a visible location. The notice shall accommodate individuals with impaired vision or hearing and should be provided in languages other than English where appropriate. The notice must also identify the employee responsible for its EEO compliance. See guidance document for sample notice.

E. The Contractor will include the provisions of Subdivisions II(A) and II(C) in every Subcontract in such a manner that the requirements of these subdivisions will be binding upon each Subcontractor as to work in connection with the Contract.

F. The Contractor and Subcontractor will comply with the requirements of 41 CFR § 60-1.4(b) and (c), and such provisions are hereby incorporated by reference. These provisions require, in part, that the Contractor and Subcontractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender

identity, or national origin. The Contractor and Subcontractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

G. ***For construction contracts in excess of $10,000***, the Contractor and Subcontractor will comply with the Affirmative Action Regulations and such provisions are hereby incorporated by reference. These provisions require, in part, that the Contractor and Subcontractor place affirmative action goals on Contracts and Subcontracts, as established by the United States Department of Labor. See guidance document for goals.

H. Pursuant to 41 CFR Section 60-1.7 for federally assisted construction Contracts, Contractor and Subcontractor will annually file an EEO-1 Report with the Joint Reporting Committee for the Office of Federal Contract Compliance Programs (OFCCP) and the Equal Employment Opportunity Commission (EEOC) according to the instructions provided at https://www.eeoc.gov/employers/eeo-1-survey/eeo-1-instruction-booklet, if Contractor or Subcontractor:

1. Is not exempt from compliance pursuant to 41 CFR § 60-1.5;
2. Has 50 or more employees;
3. Is a prime Contractor or first tier Subcontractor; or Subcontractor below the first tier which performs construction work at the site of construction; and
4. Has a Contract, Subcontract, or purchase order amounting to $50,000 or more.

III. Business Participation Opportunities for MWBEs

Applicable to Contracts Meeting Article 15-A Thresholds

A. Contract Goals

1. ***New York State certified MWBE participation goals for this contract are 20%***. For projects funded from the sources listed below, the goals may be achieved through any combination of MBE and/or WBE participation.
   a. CWSRF, DWSRF & Green Innovation Grant Program (GIGP).
   b. NYS Water Infrastructure Improvement Act Grants that are also receiving EFC financing.
   c. NYS Intermunicipal Grants that are also receiving EFC financing.

2. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the MWBE Contract Goals established in Section III-A hereof, the Contractor should reference the directory of New York State Certified MWBEs found at https://ny.newnycontracts.com.

3. The Contractor understands that only sums paid to MWBEs for the performance of a commercially useful function, as defined in 5 NYCRR § 140.1, may be applied towards achievement of applicable MWBE participation goals.

   a. For construction and construction-related services Contracts or Subcontracts, the portion of the Contract or Subcontract with an MWBE serving as a Supplier, and so designated in ESD's Directory, that shall be deemed to represent the commercially useful function performed by the MWBE shall be 60% of the total value of the Contract or Subcontract. The portion of a Contract or Subcontract with an MWBE serving as a Broker, as denoted by NAICS code 425120, that shall be deemed to represent the commercially useful function performed by the MWBE shall be the monetary value for fees, or the markup percentage, charged by the MWBE.
   b. For Non-Construction Provider Contracts or Subcontracts, the portion of a Contract or Subcontract with an MWBE serving as a Broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be 25% of the total value of the contract.

4. Where MWBE Contract Goals have been established herein, pursuant to 5 NYCRR § 142.8, the Contractor must document "good faith efforts" to provide meaningful participation by MWBEs as Subcontractors or Suppliers in the performance of the Contract.

5. In accordance with Section 316-a of Article 15-A and 5 NYCRR § 142.13, the Contractor acknowledges that if it is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of Contract and the Contractor shall be liable to the Recipient for liquidated or other appropriate damages, as set forth herein.

B. MWBE Utilization Plan

1. The Contractor represents and warrants that Contractor has submitted a completed copy of the MWBE Utilization Plan with all required bid forms to the MBO no later than the execution date of this Contract.

2. The Contractor agrees to use such MWBE Utilization Plan for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in Section III-A of this section.

3. The Contractor further agrees that a failure to submit and/or use such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, the Recipient shall be entitled to any remedy provided herein, including but not limited to, a finding that the Contractor is not responsive.

4. The Contractor must report any changes to the Utilization Plan after Contract award and during the term of the Contract to the MBO. The Contractor shall indicate the changes to the MBO in the Monthly MWBE Contractor Compliance Report immediately following the change. At EFC's discretion, an updated MWBE Utilization Plan form and good faith effort documentation may be required to be submitted. When a Utilization Plan is revised due to execution of a change order, the change order should be submitted to the MBO with the Monthly MWBE Contractor Compliance Report or revised Utilization Plan.

5. The Contractor shall submit copies of all fully executed Subcontracts, agreements, and purchase orders that are referred to in the MWBE Utilization Plan to the MBO within 30 days of their execution.

C. Request for Waiver

1. If the Contractor, after making good faith efforts, is unable to comply with MWBE goals, the Contractor may submit a Request for Waiver to the MBO documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the waiver request aligns with the documentation identified on the Request for Waiver form, the MBO shall forward the request to EFC for evaluation, and EFC will issue a written notice of acceptance or denial within twenty (20) days of receipt.

2. If the MBO, upon review of the MWBE Utilization Plan and updated Quarterly MWBE Contractor Compliance Reports determines that the Contractor is failing or refusing to comply with the MWBE Contract Goals and no waiver has been issued in regard to such non-compliance, the Recipient may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

D. Monthly MWBE Contractor Compliance Report ("Monthly MWBE Report")

1. The Contractor agrees to submit a report to the MBO by the third business day following the end of each month over the term of this Contract documenting the payments made and the

progress towards achievement of the MWBE goals of the Contract. The Monthly MWBE Report must be supplemented with proof of payment by the Contractor to its Subcontractors (e.g., copies of both sides of a cancelled check) and proof that Subcontractors have been paid within 30 days of receipt of payment from the Recipient. The final Monthly MWBE Report must reflect all Utilization Plan revisions and change orders.

E. Liquidated Damages - MWBE Participation

1. In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, if it has been determined by the Recipient or EFC that the Contractor has willfully and intentionally failed to comply with the MWBE participation goals, the Contractor shall be obligated to pay to Recipient liquidated damages or other appropriate damages, as specified herein and as determined by the Recipient or EFC.

2. Liquidated damages shall be calculated as an amount not to exceed the difference between:

   a. All sums identified for payment to MWBEs had the Contractor achieved the approved MWBE participation goals; and,
   b. All sums actually paid to MWBEs for work performed or materials supplied under this Contract.

3. The Recipient and EFC reserve the right to impose a lesser amount of liquidated damages than the amount calculated above based on the circumstances surrounding the Contractor's non-compliance.

4. In the event a determination has been made by the Recipient or EFC which requires the payment of damages identified herein and such identified sums have not been withheld, Contractor shall pay such damages to the Recipient within sixty (60) days after they are assessed unless prior to the expiration of such sixtieth day the Contractor has filed a complaint with the Empire State Development Corporation – Division of Minority and Women's Business Development ("ESD") pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the damages shall be payable if the Director of ESD renders a decision in favor of the Recipient.

SECTION 3 PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED SERVICE-DISABLED VETERAN-OWNED BUSINESSES

The requirements of this section apply to all Construction Contracts and Subcontracts

A. New York State Veterans' Service Law Article 3, and 9 NYCRR Part 252, and/or any other related regulations promulgated thereto, provides for more meaningful participation in public procurement by certified Service-Disabled Veteran-Owned Businesses ("SDVOBs"), thereby further integrating such businesses into New York State's economy. New York State recognizes the need to promote the employment of service-disabled veterans and to ensure that certified service-disabled veteran-owned businesses have opportunities for maximum feasible participation in the performance of EFC Contracts.

   In recognition of the service and sacrifices made by service-disabled veterans and in recognition of their economic activity in doing business in New York State, Contractors are strongly encouraged and expected to consider SDVOBs in the fulfillment of the requirements of the Contract. Such participation may be as Subcontractors or Suppliers, as protégés, or in other partnering or supporting roles.

B. Contractor is encouraged to make good faith efforts to promote and assist in the participation of SDVOBs on the Contract for the provision of services and materials. The directory of New York State Certified SDVOBs can be viewed at: https://sdves.ogs.ny.gov/business-search.

C. Contractor is encouraged to contact the Office of General Services' Division of Service-Disabled Veteran's Business Development at 518-474-2015 or

VeteransDevelopment@ogs.ny.gov to discuss methods of maximizing participation by SDVOBs on the Contract.

SECTION 4 AMERICAN IRON AND STEEL (AIS) REQUIREMENT

The requirements of this section apply to (1) all Construction Contracts and Subcontracts for DWSRF projects and CWSRF Treatment Works projects and (2) all Contracts for the purchase of iron and steel products for a DWSRF project or CWSRF Treatment Works project. Disregard this section if it does not apply to this Contract or Subcontract.

The Contractor shall submit with their bid or proposal documents an executed AIS Contractors Certification on the form attached hereto as Attachment 2 acknowledging to and for the benefit of the Recipient of the Clean Water State Revolving Fund ("CWSRF") or the Drinking Water State Revolving Fund ("DWSRF") financial assistance that the Contractor understands the goods and services under this Agreement are being funded with monies made available by the New York State Environmental Facilities Corporation ("EFC") through the CWSRF or the DWSRF and that such funding is subject to certain statutory restrictions requiring that certain iron and steel products used in the project be produced in the United States ("American Iron and Steel Requirement") including iron and steel products provided by the Contractor pursuant to this Agreement.

The Contractor hereby represents and warrants that:

(a) the Contractor has reviewed and understands the American Iron and Steel Requirement,
(b) all of the iron and steel products covered by the American Iron and Steel Requirement used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and
(c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Recipient.

Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Recipient to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Recipient resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the EFC or any damages owed to the EFC by the Recipient). While the Contractor has no direct contractual privity with the EFC, as a lender to the Recipient for the funding of this project, the Recipient and the Contractor agree that the EFC is a third-party beneficiary and neither this paragraph, nor any other provision of this Agreement necessary to give this paragraph force or effect, shall be amended or waived without the prior written consent of the EFC.

SECTION 5 DAVIS-BACON (DB) PREVAILING WAGE REQUIREMENTS

The requirements of this section apply to all Construction Contracts and Subcontracts greater than $2,000 for either DWSRF projects or CWSRF Treatment Works projects. Disregard this section if it does not apply to this Contract or Subcontract.

For Contracts in Excess of $2,000:

(a) Required Contract Clauses

1. Minimum Wages

(i) *Wage rates and fringe benefits*

All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate

on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

As provided in paragraphs (d) and (e) of this section the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *provided,* that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (1)(ii) of this section) and the Davis–Bacon poster (WH–1321) must be posted at all times by the Contractor and its Subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

The Davis-Bacon poster (WH-1321) can be found at https://www.dol.gov/whd/regs/compliance/posters/davis.htm . Wage determinations may be obtained from the US Department of Labor's website, https:/sam.gov/.

(ii) *Frequently recurring classifications*

(A) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR Part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph (a)(1)(iii) of this section, provided that:

1. The work to be performed by the classification requested is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;
2. The classification is used in the area by the construction industry; and,
3. The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(B) The Administrator will establish wage rates for such classifications in accordance with paragraph (a)(1)(iii)(A)(3) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

(iii) *Conformance*

(A) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination, and which is to be employed under the Contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

1. The work to be performed by the classification requested is not performed by a

classification in the wage determination; and
2. The classification is used in the area by the construction industry; and,
3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(C) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(D) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(E) The contracting officer must promptly notify the Contractor of the action taken by the Wage and Hour Division under paragraphs (a)(1)(iii)(C) and (D) of this section. The Contractor must furnish a written copy of such determination to each affected worker, or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph (a)(1)(iii)(C) or (D) of this section must be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

(iv) *Fringe benefits not expressed as an hourly rate*

Whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(v) *Unfunded plans*

If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *provided,* that the Secretary of Labor has found, upon the written request of the Contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis–Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account asset for the meeting of obligations under the plan or program.

(vi) *Interest*

In the event of a failure to pay all or part of the wages required by the Contract, the Contractor will be required to pay interest on any underpayment of wages.

2. Withholding.

(i) *Withholding requirements*

The Recipient, Subrecipient at any tier, and/or contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor, so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime Contractor or any Subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in paragraph (a) of this section for violations of this contract, or to satisfy any such liabilities required by this Contract or any other Federal contract, or federally-assisted contract subject to Davis–Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2).

The necessary funds may be withheld from the Contractor under this contract, any other Federal contract with the same prime contractor, or any other federally-assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the Contractor liability for which the funds were withheld.

In the event of a Contractor's failure to pay any laborer or mechanic, including any apprentice or helper, working on the site of the work (or otherwise working on construction or development of the project under a development statute) all or part of the wages required by the Contract, or upon the Contractor's failure to submit the required records as discussed in paragraph (a)(3)(iv) of this section, the Recipient, Subrecipient at any tier, and/or contracting agency may on its own initiative and after written notice to the Contractor, sponsor, applicant, or owner, or other entity, as the case may be, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(ii) *Priority to withheld funds*

The Department has priority to funds withheld or to be withheld in accordance with paragraph (a)(2)(i) or (b)(3)(i) of this section, or both over claims to those funds by:

(A) A Contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(B) A contracting agency for its reprocurement costs;

(C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a Contractor, or a Contractor's bankruptcy estate;

(D) A Contractor's assignee(s)

(E) A Contractor's successor(s); or

(F) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

3. Payrolls and basic records.

(i) *Basic record requirements*

(A) Length of record retention

All regular payrolls and other basic records must be maintained by the Contractor and any Subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in a construction or development of the project under a development statute) for a period of at least three years after all the work on the prime contract is completed.

(B) Information required

Such records must contain the name, Social Security number, last known address, telephone number, and email address of each such worker, each worker's correct classification(s) of work

actually performed;, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis–Bacon Act), daily and weekly number of hours actually worked in total on each covered contract; deductions made; and actual wages paid.

(C) Additional records relating to fringe benefits

Whenever the Secretary of Labor has found under 29 CFR § 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 40 U.S.C. 3141(2)(B) of the Davis–Bacon Act, the Contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(D) Additional records relating to apprenticeship. Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

(ii) *Certified payroll requirements*

(A) Frequency and method of submission

The Contractor or Subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, a copy of all payrolls to the Recipient. The prime contractor is responsible for the submission of all certified payrolls by all Subcontractors. A prime contractor may permit or require Contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the Contractor, the contracting agency, EFC, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the Contractor is unable or limited in its ability to use the electronic system.

(B) Information required

The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under 29 CFR § 5.5(a)(3)(i)(B), except that full social security numbers and home addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's social security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at https://www.dol.gov/agencies/whd/government-contracts/construction/forms or its successor website. It is not a violation of this section for a prime Contractor to require a Subcontractor to provide addresses and social security numbers to the prime Contractor for its own records, without weekly submission to the Recipient (or the applicant, sponsor, or owner).

(C) Statement of Compliance

Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the Contractor or Subcontractor, or the Contractor's or Subcontractor's agent who pays or supervises the payment of the persons employed under the Contract and must certify the following:

1. That the certified payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information and records are correct and complete;

2. That each laborer or mechanic (including each helper and apprentice) working on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

3. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the Contract.

(D) Use of Optional Form WH-347

The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(C) of this section.

(E) Signature

The signature by the Contractor, Subcontractor, or the Contractor's or Subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(F) Falsification

The falsification of any of the above certifications may subject the Contractor or Subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

(G) Length of certified payroll retention

The Contractor or Subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

(iii) *Contracts, Subcontracts, and related documents*

The Contractor or Subcontractor must maintain this Contract or Subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The Contractor or Subcontractor must preserve these Contracts, Subcontracts, and related documents during the course of the work and for a period of 3 years after all work on the prime contract is completed.

(iv) *Required disclosures and access*

(A) Required record disclosures and access to workers

The Contractor or Subcontractor must make the records required under paragraphs (a)(3)(i) through (iii) of this section, and any other documents the Recipient, EFC, EPA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statues referenced by 29 CFR § 5.1, available for inspection, copying, or transcription by authorized representatives of the Recipient, EFC, EPA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(B) Sanctions for non-compliance with records and worker access requirements

If the Contractor or Subcontractor fails to submit the required records, make them available, or refuses to permit worker interviews during working hours on the job, the federal agency may, after written notice to the Recipient, Contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records

available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to 29 CFR § 5.12. In addition, any Contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the Contractor or a person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(C) Required information disclosures

Contractors and Subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the EPA if the agency is a party to the contract, or to the Wage and Hour Division of the Department of Labor. If the federal agency is not such a party to the contract, the Contractor, Subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the EPA, Recipient, EFC, or subrecipient at any tier, contracting agency, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and trainees.

(i) *Apprentices*

(A) Rate of pay

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA) Training, or with a State Apprenticeship Agency recognized by the OA, A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program., In the event the OA or a State Apprenticeship Agency recognized by the OA, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(B) Fringe benefits

Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(C) Apprenticeship ratio

The allowable ratio of apprentices to journey workers on the job site in any craft classification must not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph (a)(4)(i)(D) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph (a)(4)(i)(A) of this section, must be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program must be paid not less than the applicable wage rate on the wage

determination for the work actually performed.

(D) Reciprocity of ratios and wage rates

Where a Contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journey worker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ration and wage rate specified in the Contractor's registered program must be observed.

(ii) *Equal employment opportunity*

The use of apprentices and journey workers under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

5. Reserved

6. Subcontracts

The Contractor or Subcontractor must insert in any Subcontracts the clauses contained in 29 CFR § 5.5(a)(1) through (11) or a link to the DBRA Requirements for Contractors and Subcontractors Under EPA Grants documents on EPA's Contract Provisions for Davis-Bacon and Related Acts webpage, along with applicable wage determination(s) and such other clauses or contract modifications as the EPA may by appropriate instructions require, and a clause requiring the Subcontractors to include these clauses and wage determination(s) in any lower-tier Subcontracts. The prime Contractor and any Subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of underpayment or loss, due to any workers of lower-tier Subcontractors, and may be subject to debarment, as appropriate.

7 through 9. Reserved

10. Certification of eligibility

(i) By entering into this Contract, the Contractor certifies that neither it nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government Contracts by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).

(ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 40 U.S.C. 6144(b) or 29 CFR 5.12(a).

(iii) The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. § 1001.

11. Anti-Retaliation

It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

(i) Notifying any Contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part of 29 CFR part 1 or 3;

(ii) Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

(iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or

(iv) Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.

For Contracts in Excess of $100,000, in addition to part (a):

(b) Contract Work Hours and Safety Standards Act (CWHSSA)

1. **Overtime requirements**. No Contractor or Subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. **Violation; Liability for Unpaid Wages; Liquidated Damages**. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such Contractor and Subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $31 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

3. **Withholding for Unpaid Wages and Liquidated Damages.**

(i) *Withholding process*

The EPA, EFC, Recipient, Subrecipient at any tier, and/or contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime Contractor or any Subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section, any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the Contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the Contractor liability for which the funds were withheld.

(ii) *Priority to withheld funds*

The Department has priority to funds withheld or to be withheld in accordance with paragraph (a)(2)(i) or (b)(3)(1) of this section, or both, over claims to those funds by:

(A) A Contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(B) A contracting agency for its reprocurement costs;

(C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(D) A Contractor's assignee(s);

(E) A Contractor's successor(s); or

(F) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907

4. **Subcontracts**. The Contractor or Subcontractor must insert in any Subcontracts the clauses set forth in paragraphs (1) through (5) of this section and also a clause requiring the Subcontractors to include these clauses in any lower-tier Subcontracts. The prime contractor is responsible for compliance by any Subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (1) through (5). In the event of any violations of these clauses, the prime contractor and any Subcontractor(s) responsible will be liable for any unpaid wages for monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. **Anti-Retaliation**

It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

(i) Notifying any Contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

(ii) Filing any complain, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWSSA or this part;

(iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

(iv) Informing any other person about their rights under CWHSSA or this part.

SECTION 6 REQUIREMENTS REGARDING SUSPENSION AND DEBARMENT

The requirements of this section apply to all Contracts and Subcontracts.

Contractor and any Subcontractors shall comply with, Subpart C of 2 CFR Part 180 as implemented and supplemented by 2 CFR Part 1532. The Contractor is not a debarred or suspended party under 2 CFR Part 180 or 2 CFR Part 1532, or 29 CFR § 5.12. Neither the Contractor nor any of its Subcontractors have contracted with, or will contract with, any debarred or suspended party under the foregoing regulations.

The Contractor and any Subcontractors have not been debarred from or deemed ineligible for Government Contracts or federally assisted Construction Contracts pursuant to Executive Order 12549.

The Contractor and any Subcontractors have not been deemed ineligible to submit a bid on or be awarded a public contract or subcontract pursuant to Article 8 of the State Labor Law, specifically Labor Law § 220-b. In addition, neither the Contractor nor any Subcontractors have contracted with, or will contract with, any party that has been deemed ineligible to submit a bid on or be awarded a public contract or subcontract under Labor Law § 220-b.

In addition, the Contractor and any Subcontractors have not been deemed ineligible to submit a bid and have not contracted with and will not contract with any party that has been deemed ineligible to submit a bid under Executive Law § 316.

SECTION 7 RESTRICTIONS ON LOBBYING

The requirements of this section apply to all Contracts and Subcontracts greater than $100,000. Disregard this section if it does not apply to this Contract or Subcontract.

The Contractor and any Subcontractor bidding or proposing a Contract or Subcontract in excess of $100,000 shall submit with their bid or proposal documents an executed Certification Regarding Lobbying pursuant to 40 CFR Part 34 ("Lobbying Certification") in the form attached hereto as Attachment 3, consistent with the prescribed form provided in Appendix A to 40 CFR Part 34.

SECTION 8 CONSTRUCTION SIGNS

The requirements of this section apply to all EFC projects. Additional permanent signage is required for projects receiving funding from the NYS Bond Act.

If Contractor is expected to provide an EFC Construction Sign, a specification will be included in the enclosed contract documents.

ATTACHMENTS (Required Forms)

Attachment 1 – EFC MWBE Utilization Plan

Environmental Facilities Corporation | Department of Health

NYS Environmental Facilities Corporation
Minority- & Women- Owned Business Enterprise (MWBE) Utilization Plan

Instructions for Contractors & Service Providers:

Contractors and Service Providers must complete Sections 2 and 3. Submit the completed (electronic signature box checked and dated) form to the Recipient's Minority Business Officer (MBO) no later than the date of contract execution. Incomplete forms will be found deficient. If more than 10 subcontractors are used, additional pages for Section 3 can be found on EFC's website.

If the prime contract is being performed by the parties to a Joint Venture, Teaming Agreement, or Mentor-Protégé Agreement that includes a certified MWBE, please contact EFC for assistance.

MWBE firms must be certified by the NYS Empire State Development Corporation (ESD) in order to be counted towards satisfaction of MWBE participation goals. The utilization of certified MWBEs for non-commercially useful functions may not be counted towards utilization of certified MWBEs in the Utilization Plan. Please note whether a firm is serving as a broker or supplier on the contract. A broker is denoted by NAICS code 425120 and is designated as a broker in ESD's MWBE Directory. A supplier is denoted by a NAICS code beginning with 423 or 424, or a NIGP code that does not begin with the number 9 and is designated as a supplier in ESD's MWBE Directory. If a firm is serving as a broker, please additionally provide the percentage of the broker's commission on the contract.

See the Mandatory Terms and Conditions or consult your designated MBO for further guidance.

Instructions for Minority Business Officers (MBO):

The MBO must complete Section 1. Email the completed (electronic signature box checked and dated) to your EFC Program Compliance Specialist.

The subject heading of the email to the EFC Program Compliance Specialist should follow the format "UP, Project Number, Contractor." EFC will review the Utilization Plan and email the MBO an acceptance or denial.

NYS Environmental Facilities Corporation
Minority- & Women- Owned Business Enterprise (MWBE) Utilization Plan

SECTION 1: MUNICIPAL INFORMATION			
Recipient/Municipality:		**County:**	
Project No.:	**Program ID:**	**Contract ID:**	**Registration No. (NYC only):**
Minority Business Officer:	**Email:**	**Phone #:**	
Address of MBO:			
Electronic Signature of MBO: ☐ I certify that the information submitted herein is true, accurate and complete to the best of my knowledge and belief.		**Date:**	

SECTION 2: PRIME CONTRACTOR / SERVICE PROVIDER INFORMATION				
Firm Name:		**Contract Type:** ☐ Construction ☐ Other Services		
Prime Firm is Certified as: ☐ MBE ☐ WBE ☐ N/A ☐ Other: If yes, please include Prime information in Section 3. If dual certified, you must select either MBE or WBE.				
Address:	**Phone #:**	**Fed. Employer ID #:**		
Description of Work:	**Email:**			
Award Date:	**Start Date:**	**Completion Date:**	**MWBE GOAL Total**	**PROPOSED MWBE Participation**
Total Contract Amount: $ **MWBE Eligible Contract Amount:** $ (MWBE Goals are applied to this amount and includes all change orders, amendments, & specialty waivers)			**Total:** % $	**Total:** % $

NYS Environmental Facilities Corporation
Minority- & Women- Owned Business Enterprise (MWBE) Utilization Plan

SECTION 3: MWBE SUBCONTRACTOR INFORMATION			
This Submittal is:	☐ The First/Original Utilization Plan ☐ Revised Utilization Plan #:		
NYS Certified M/WBE Subcontractor Info		**Contract Amount:**	**For EFC Use:**
Business Name:	**Fed. Employer ID#:**		
Address:	**Phone #:**		
Scope of Work:	**Email:**		
Select Only One: ☐ MBE ☐ WBE ☐ Other:	**Start Date:**		
Select Only One: ☐ Broker % ☐ Supplier ☐ N/A	**Completion Date:**		
Full Contract Amount: $			
Business Name:	**Fed. Employer ID#:**		
Address:	**Phone #:**		
Scope of Work:	**Email:**		
Select Only One: ☐ MBE ☐ WBE ☐ Other:	**Start Date:**		
Select Only One: ☐ Broker % ☐ Supplier ☐ N/A	**Completion Date:**		
Full Contract Amount: $			
Business Name:	**Fed. Employer ID#:**		
Address:	**Phone #:**		
Scope of Work:	**Email:**		
Select Only One: ☐ MBE ☐ WBE ☐ Other:	**Start Date:**		
Select Only One: ☐ Broker % ☐ Supplier ☐ N/A	**Completion Date:**		
Full Contract Amount: $			
Business Name:	**Fed. Employer ID#:**		
Address:	**Phone #:**		
Scope of Work:	**Email:**		
Select Only One: ☐ MBE ☐ WBE ☐ Other:	**Start Date:**		
Select Only One: ☐ Broker % ☐ Supplier ☐ N/A	**Completion Date:**		
Full Contract Amount: $			

NYS Environmental Facilities Corporation
Minority- & Women- Owned Business Enterprise (MWBE) Utilization Plan

SECTION 3: M/WBE SUBCONTRACTOR INFORMATION continued			
Business Name:	**Fed. Employer ID#:**		
Address:	**Phone #:**		
Scope of Work:	**Email:**		
Select Only One: ☐ MBE ☐ WBE ☐ Other:	**Start Date:**		
Select Only One: ☐ Broker % ☐ Supplier ☐ N/A	**Completion Date:**		
Full Contract Amount: $			
Business Name:	**Fed. Employer ID#:**		
Address:	**Phone #:**		
Scope of Work:	**Email:**		
Select Only One: ☐ MBE ☐ WBE ☐ Other:	**Start Date:**		
Select Only One: ☐ Broker % ☐ Supplier ☐ N/A	**Completion Date:**		
Full Contract Amount: $			
Business Name:	**Fed. Employer ID#:**		
Address:	**Phone #:**		
Scope of Work:	**Email:**		
Select Only One: ☐ MBE ☐ WBE ☐ Other:	**Start Date:**		
Select Only One: ☐ Broker % ☐ Supplier ☐ N/A	**Completion Date:**		
Full Contract Amount: $			
Business Name:	**Fed. Employer ID#:**		
Address:	**Phone #:**		
Scope of Work:	**Email:**		
Select Only One: ☐ MBE ☐ WBE ☐ Other:	**Start Date:**		
Select Only One: ☐ Broker % ☐ Supplier ☐ N/A	**Completion Date:**		
Full Contract Amount: $			

SIGNATURE	
Electronic Signature of Contractor: ☐ I certify that the information submitted herein is true, accurate and complete to the best of my knowledge and that all MWBE subcontractors will perform a commercially useful function. **Name** (Please Type)**:**	**Date:**

Attachment 2 – AIS Contractor's Certification

Environmental Facilities Corporation | Department of Health

AIS CONTRACTOR CERTIFICATION

FOR CONSTRUCTION CONTRACTS FUNDED THROUGH
THE NYS CLEAN WATER STATE REVOLVING FUND, OVERFLOW AND STORMWATER GRANTS
OR
THE NYS DRINKING WATER STATE REVOLVING FUND VIA THE
NYS ENVIRONMENTAL FACILITIES CORPORATION

Project Title: _____

Contractor's Name: _____

Contract ID: _____

SRF Project No.: _____

SRF Recipient Name: _____

I certify that the iron and steel products permanently incorporated into the public water system or wastewater treatment works project under this construction contract will be and/or have been produced in the United States or have been waived by the United States Environmental Protection Agency (EPA), in accordance with the requirements of the EPA and 33 U.S.C. § 1388, 42 U.S.C. § 300j-12(a)(4) and any regulations promulgated thereunder. I will develop and maintain necessary documentation to demonstrate that the iron and steel products permanently incorporated into the project were produced in the United States, and make such documentation available to The New York State Environmental Facilities Corporation or their authorized representatives, upon request.

Signature: _____

Name (print): _____

Title: _____

Date: _____

Attachment 3 – Lobbying Certification

Environmental Facilities Corporation | Department of Health

CERTIFICATION REGARDING LOBBYING
FOR
CONTRACTS, GRANTS, LOANS, AND
COOPERATIVE AGREEMENTS
40 CFR Part 34

SRF Project No.: _____
Recipient: _____
Project Description: _____

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: _____
Name: _____
Title: _____
Company Name: _____
Date: _____
Contract ID: _____

Project Background

The City's water storage currently consists of two, covered, interconnected, in-ground reservoirs with capacities of 3 and 5 MG, as well as a 0.25 MG elevated water storage tank. The water storage facilities are all located within the City's Thompson Park. The 5 MG reservoir has experienced chronic leakage. According to the RFQ, the leakage is estimated at approximately 800,000 gallons per day, or roughly 10% of daily drinking water production. In 2025 the City contracted with Wright-Pierce to develop a preliminary engineering report (PER) to explore alternatives to address this issue and support funding applications for capital improvements.

The 5 MG reservoir is believed to have been constructed in 1872 as one of the original components of the water system. Originally consisting of an excavation in the bedrock plateau, the reservoir has been modified over the years to enhance its structure by adding block, concrete, and Gunite to the floor, walls, and roof. However, much of its original structure remains behind these surface materials and is over 150 years old.

The reservoirs are filled from finished water supply pumps located at the WTP. Finished water is pumped from the WTP to the reservoirs primarily through 24-inch and 16-inch transmission mains that are interconnected with the distribution system. Some portions of these mains are also estimated to be near the same age as the reservoir, at approximately 150 years old. The primary 24-inch main transitions to two 16-inch mains when entering Thompson Park, before connecting to the reservoirs. The 16-inch main is anticipated to be a hydraulic restriction that will limit the ability of the WTP to use their current pumps to fill a new tank that will have a higher elevation. Overall, the reservoir and some of the related distribution components are beyond their expected design service life or are potentially incompatible with future design constraints and are expected to require renewal or replacement.

The 2025 PER evaluated several different options for renewal or replacements, but ultimately recommended the City pursue lining of the existing reservoir to temporarily reduce the current leakage, construction of a new 5 MG water storage tank and approximately 2,100 feet of dedicated transmission main extension to replace the reservoir, and approximately 2,800 feet of existing transmission main replacement to improve hydraulics and facilitate filling the proposed tank in a way that will minimize disruption to the City's existing water service and hydraulic gradeline. The RFQ has also indicated the City would like to plan for future demolition of the 3 MG reservoir and possible installation of another above ground tank. We have included as Attachment A, for reference, figures from the PER of the proposed water storage tank and partial water main replacement.

To support these capital improvements, the City and Wright-Pierce worked together to successfully apply for funding through the NYS State Revolving Fund (SRF) and Water Infrastructure Improvement Act (WIIA). The City was successful in obtaining approximately $29 million in low interest loans and $5 million in grants for this project. After qualifying Wright-Pierce by RFQ for this project, the City is now seeking a price proposal to provide professional engineering services for the design through construction for a new 5 MG above ground potable water storage tank, associated transmission main, and rehabilitation of the existing reservoir.

Proposed Scope of Services

Our proposed scope of services for the project is as follows:

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Phase 1- Reservoir Lining

The existing 5 MG reservoir is proposed to be lined with an NSF-61 certified coating product as discussed in the preliminary engineering report. In order to determine if a spray-applied coating is a feasible solution to temporarily reduce leakage in the reservoir an assessment of the reservoir's suitability to maintain the supporting structure under the coating without further deterioration was recommended in the preliminary engineering report. If the reservoir is deemed suitable, with or without surficial or other repairs, the assessment will be used to inform a basis of design of the coating system and the development of biddable contract documents. Additionally, during the initial stages of design, an alternative for use of a PVC liner product will be investigated for comparison to the coating.

Task 1.1- Project Planning

Task 1.1.1 – Project Management and Administration

This task will consist of the overall management of the project including project setup and initiation, work plan development, invoicing, monthly status reports, scheduling, an internal project kickoff meeting, and as-needed coordination with the City during the project planning phase.

Task 1.1.2 – Kick-Off Meeting and Data Review

Wright-Pierce will conduct an initial, virtual kick-off meeting with the City to Identify key project members, review the scope of services and proposed schedule, establish procedures for effective communication and project data exchange, discuss project concerns, clarify specific standards and requirements of the City, and discuss how issues may be addressed during the project. Wright-Pierce will prepare and distribute agendas and minutes for this meeting.

A request for information (RFI) will be issued at project start requesting all relevant available information for review. Ideally, this will take place prior to the kick-off meeting so this information can be discussed. Information to be requested and reviewed will include:

- Available record drawings, prior inspection reports, and maintenance records of both of the reservoirs.
- Available record drawings, prior inspection reports, and maintenance records of the pumping station.

Task 1.1.3 – PVC Liner Memorandum

A PVC liner is another potentially feasible approach for short term lining of the reservoir to reduce leakage while the new storage tank is constructed. The liner may be more cost effective and have a faster installation period than the coating product. The PVC liner product would consist of sheets of plastic material with welded seams that would be anchored and supported by the existing walls of the reservoir. A technical memorandum will be developed discussing the material properties, installation, performance, manufacturer opinion of lifespan, and estimated construction cost for lining of the existing reservoir. The advantages and disadvantages in comparison to the PER recommended coating products will be discussed in the memorandum.

A draft memorandum will be provided, and a call will be held with the City to discuss the contents of the memorandum. The City's comments will be incorporated, and a final version of the memorandum will be distributed.

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Task 1.1.4 – Reservoir Interior Assessment

An assessment of the suitability of the reservoir's internal surface to maintain the supporting structure under the coating without further deterioration will be performed. Our subcontractor, Atlantic Testing Laboratories (ATL), will perform the field investigation of the interior surfaces of the reservoir.

The reservoir is considered to be a permit required confined space. The reservoir is equipped with a ventilation system that we assume will continue to be functional when the assessment is completed and is adequate to ventilate the reservoir. Our understanding is that, after emptying the reservoir, the City normally ventilates the space for several days ahead of entry, verifies that no hazardous gas is present, and then enters the reservoir while harnessed and connected. Once at the floor of the reservoir, staff disconnects from any extraction cabling or devices. Wright-Pierce and our subcontractors anticipate entry in a similar manner, unclipping based on various factors including potential entanglement hazards if connected during assessment. We have also assumed that the City will clean the interior surfaces of the reservoir and remove as much water as possible so as to assess the floor slab.

In order to make entry into a permit confined space and operate in this way, emergency services for rescue and medical services will need to be on standby. We have assumed that the City will provide fire department staff on standby with the required training to meet the OSHA requirements for rescue in this situation. Medical staff from Samaritan or another nearby medical facility will need to be coordinated with. Fire Department staff will need to be able to communicate to entrants when they are answering calls and not on standby so the entrants can exit the tank until rescue services are available again. We have assumed that the fire department staff required for rescue will not be answering calls during the assessment.

We anticipate that the assessment may require the reservoir to be offline and drained for up to 14 days, including two weekends.

Services for the assessment of interior of the reservoir will include:

- WP and our subcontractors will provide the appropriate safety equipment for permit required confined space entry into the reservoir. The City will be responsible for any other permits required.

- One call will be held with the City’s fire department to discuss the permit confined space entry, potential rescue, and to confirm the training required by OSHA is held, and up to date, for the Fire Department staff proposed to be on standby.

- ATL will enter the reservoir and perform non destructive testing of the interior surface. The interior will be assessed per ACI 228.4 Visual Condition Survey of Concrete and will include concrete sounding with a rotary sounding tool and observations of the concrete surfaces, including columns, walls, and buttresses exposed to view at the time of the evaluation.

- Wright-Pierce staff, including structural engineer and coating manufacturer representative will conduct one site visit to drained reservoir to conduct a visual assessment of interior surfaces, roof, columns, walls, joints, and floor exposed at the time of evaluation.

- Provide an opinion of the suitability of the reservoir to support a long-term coating system.

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- Develop recommendations for localized concrete repairs required before coating application.

A draft memorandum will be provided to the City documenting findings and recommended rehabilitation approach to the reservoir to support coating installation. A call will be held with the City to discuss the contents of the memorandum. The City's comments will be incorporated, and a final version of the memorandum will be distributed.

Task 1.1.5 – Basis of Design Memorandum (30% Design)

Based on the results of the initial assessments and discussions with the City, a Basis of Design Memorandum (BDM) will be developed documenting the selected rehabilitation approach and providing preliminary design information. This task will include what would be considered a 30% design. It is assumed for our proposal that the coating will still be the selected option for installation.

Services during this phase will include:

- A meeting with the City to discuss the design approach, requirements, operations, and goals.
- Re-evaluation of the performance characteristics of NSF/ANSI 61-certified coating technologies discussed in the preliminary engineering report for suitability in this application, accounting for the findings of the assessment of the interior of the water storage tank. It is assumed that up to 3 coating products will be selected as preferred products to be incorporated into the biddable documents.
- Coordination with coating manufacturers for:
    - Confirmation of required installation conditions and preparation requirements.
    - Initial determination of required coating thickness to prevent leakage.
    - Potential constructability issues.
- Development of proposed design approach for repair of cracks, voids, joints, and deteriorated concrete.
- Discussion of water system operational constraints, modifications, and acceptable shutdown periods.
- Identification of testing and inspection requirements.
- Identification of other key issues to be addressed during design.
- An updated opinion of probable cost will be provided for construction.
- 30% specifications and plans, if plans are determined to be necessary to bid and perform the work.

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A draft BDM will be provided to the City. A call will be held with the City to discuss the contents of the memorandum. The City's comments will be incorporated, and a final version of the memorandum will be distributed.

One meeting will be held with the NYSDOH to discuss the approach for preliminary approval of the concept. No documents are anticipated to be submitted to the NYSDOH, including the BDM at this stage of the project.

Task 1.2 – Project Design

Task 1.2.1 – Project Management and Administration

This task will consist of the overall management of the project including project setup and initiation, work plan development, invoicing, monthly status reports, scheduling, an internal project kickoff meeting, and as-needed coordination with the City during the project design phase.

Task 1.2.2 – Final Design

After acceptance by the City of the BDM and supporting documents, including Opinion of Probable Construction Cost, indication of any specific modifications or changes in the scope of the Project desired by the City, and upon written authorization from the City, engineer will proceed with the preparation of final design for the project.

1. Prepare contract bid documents, in accordance with New York State Department of Health (NYSDOH) and NYS Environmental Facilities Corporation (NYSEFC) requirements for drinking water projects utilizing Drinking Water State Revolving Loan Fund (DWSRF) and Water Infrastructure Investment Act (WIIA) funding.

2. Specifications shall be prepared in Construction Specification Institute (CSI) format (16 Division), Engineers Joint Contract Documents Committee (EJCDC) boiler plate and contract, and requirements of the applicable funding programs as required for public bidding. It has been assumed that Wicks Law will not apply to this phase due to the lack of multiple trade disciplines and the work improvements anticipated. EFC's current standard conditions will be incorporated into the specifications. If the City has standard details or design and construction standards, those requirements can be incorporated into the design and supplemented as needed.

3. Plans (if necessary) will be created in AutoCAD or Revit software on 24"x36" sheets. If the City has standard details or design and construction standards, those requirements can be incorporated into the design and supplemented as needed.

4. Submit contract bid document packages at 60% and 90% development to the City for review and comment. The design documents will be reviewed by Wright-Pierce senior quality assurance/quality control (QA/QC) staff at specific milestones throughout the progress of the project.

5. Facilitate a workshop with the City to review progress at each milestone. Each submittal will include an updated, detailed construction cost estimate and will include digital copies of progress documentation including plans and specifications as applicable. Incorporate comments received from the City into the contract documents following each workshop.

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6. Upon receipt of comments from the City, prepare final (100%) complete plans and specifications suitable for public bidding in conformance with NYS Municipal Law. The final drawings and specifications shall be stamped and sealed by Professional Engineers as appropriate for each discipline of the design. The design professionals shall be registered in the State of New York.

7. Prepare and submit final, stamped design package to NYSDOH and NYSEFC for approval.

8. Assist with preparing necessary documents to obtain final approval and authorization to bid from NYSDOH including preparing and submitting the required NYSDOH 348 form.

9. In our experience review periods and comments from NYSDOH vary and can add considerable effort and schedule to the design phase. Effort for addressing comments received or corresponding with NYSDOH and NYSEFC after submission of final documents has been included in our budget as an allowance of up to 40 hours. Additional effort beyond 40 hours to address comments received will be proposed to the client by change order after level of effort and schedule impacts are understood after receipt of comments.

10. During final design engineer will advise the City of any adjustments to the Opinion of Probable Construction Cost as a result of changes in scope of the Project. ENGINEER will continue to advance work on the project unless directed otherwise by the City.

Task 1.2.3 – Permitting

WP shall coordinate with state and local agencies to assist the City with obtaining permit approval to construct the project. WP will assist the City to submit permit applications along with applicable design documents to the utilities and permitting agencies for their review and comment. We propose to use our subcontractor, Envirospec to assist with the development of these permits. Fees charged by agencies for filing or review of permit applications will be the responsibility of the City in addition to our proposed fee.

The following permits are currently anticipated for the water reservoir lining phase of the project:

- NYSDEC State Environmental Quality Review (SEQR)- It has been assumed that this project will be considered a Type 2 action with no impact and the City acting as lead agency. Short form SEQR and resolutions for lead agency and no impact will be prepared for the City's use to document the action.

It has been assumed that no wetland delineation is included and endangered plant/animal review will be a desktop study. The following permits and services are not included but, if determined to be necessary, may be added to scope by amendment:

- State Historic Preservation Office (SHPO)
- Endangered Species review
- NOI for SPDES General Permit
- Stormwater Pollution Prevention Plan (SWPPP)
- NYSDEC Jurisdictional Wetland Determination
- Army Corps of Engineers permit for wetland disturbance

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- NYSDEC protection of waters permit
- NYSDEC freshwater wetland permit
- Wetland Delineation
- Archeological Services
- Endangered Species Field Survey

Task 1.3 – Bid Services

Once the project has obtained approval to bid from NYSDOH, NYSEFC, and the City at a minimum, the following bidding services will be provided:

1. Assist in advertising for bids for the construction contract in an appropriate local newspaper, with the usual construction industry bidding information services, including New York State Contract Reporter, and the City's website. Costs for advertising fees is the responsibility of the Client.

2. Wright-Pierce will host the bid documents, record registered bidders, distribute bidding documents, and issue addenda via our online plan room.

3. Respond to bidders' questions.

4. Prepare for and attend one in person pre-bid conference to be held at the CLIENT's offices. Notify bidders of the conference.

5. Prepare up to three addenda to the bid documents.

6. Attend one in person bid opening for the construction contract.

7. Review all bids and prepare bid tabulation.

8. Review the qualifications of the apparent low bidder(s) and compliance with other contract requirements. Report on the results of the reviews and issue a Recommendation for Award letter for the City's use.

Task 1.4 – Construction Administration

Task 1.4.1 – Construction Administration Services

During the Construction Administration Phase Engineer shall consult with and advise Client and act as Client's representative as provided in the Standard General Conditions and Supplementary Conditions of the Construction Contract. The extent and limitations of the duties, responsibilities and authority of Engineer as assigned in said Standard General Conditions shall not be modified, except as Engineer may otherwise agree to in writing. All of Client's instructions to Contractor will be issued through Engineer, who shall have authority to act on behalf of Client in dealings with Contractor to the extent provided in the Agreement and said Standard General and Supplementary Conditions except as otherwise provided in writing. It has been assumed that the duration of active construction will be 4 months.

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The services of the Engineer shall include:

1. Prepare the required number of sets of construction Contract Documents for signing.

    a. Preparation of Conformed Contract Documents or Conformed Reference Documents is an Additional Service.

2. Prepare for and attend one in person pre-construction conference (as necessary).

3. Attend up to 3 monthly, on site, project meetings and prepare reports of findings.

4. Make up to 3 visits to the site, in coordination with the monthly project meetings, to observe the progress of the work. Visits will be made by structural Engineers or others when determined to be necessary by the Engineer.

5. Participate in one, on site, formal inspection at end of project by Client and relevant funding and regulatory agencies.

6. Review shop drawings and other Contractor submittals for compliance with construction Contract Documents.

7. Review field test reports including those submitted by Client's Independent Testing Laboratory.

8. Review warranties and operation and maintenance manuals supplied for the Project.

9. Review Contractors' payment requests and estimate amounts to be paid by the Client.

10. Aid the Client's financial management by providing revised or updated cash flow projections reflecting the Contractor's anticipated construction schedule.

11. Negotiate changes in the scope of work, price and/or completion time and prepare change orders which become necessary due to factors discovered during the progress of the work resulting from interpretations and clarifications of the Contract Documents.

12. Issue instructions and other communications from and on behalf of Client to the Contractor.

13. Communicate with Client and regulatory agencies.

14. Coordinate and supervise the work of Resident Project Representatives.

15. Monitor work progress for conformance with established schedules and budget.

16. Prepare punch lists of uncompleted or unacceptable work.

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17. Conduct a Substantial Completion inspection and prepare a Certificate of Substantial Completion.

Task 1.5 – Construction Observation

Task 1.5.1 – Resident Project Representative

During the Construction Phase Engineer shall also:

1. Provide a full-time Resident Project Representative to represent Engineer and Client in the field, whose duties, responsibilities, limitations shall be as specified in the Standard General Conditions and Supplementary Conditions of the Construction Contract. The Resident Project Representative shall direct the activities of as many other full time and part time Assistant Resident Project Representatives as may be deemed necessary by Engineer to adequately observe the Contractor's activities. Resident Project Representative services are based on a construction duration of __8__ weeks at an average of __45__ hours per week (greater than 40 hours/week at overtime rate), with a maximum of __360__ hours total. Unless otherwise noted herein, project working hours are assumed to occur within regular working hours of 7 am to 5 pm.

Task 1.6 – System Hydraulic Modeling

1.6.1 – Hydraulic Model Data Gap Analysis

Our understanding is that the City owns and holds a hydraulic model of the distribution system, but it may not have been updated or calibrated recently. To understand what state the model currently is in and what will be required to update to be representative of the system the following is proposed:

Request and obtain the following documents, if available:

1) Copy of the current hydraulic model assumed to be in WaterGems compatible format.

a) A list of the City's perception of shortcomings related to the model, if any.

b) Water supply, non-revenue and water demand information on annual or monthly basis for last two years. This should include the demands associated with large users.

c) ADD, MDD and PHD data from the last 5 years.

d) Previous 2 years of metered water usage information for all customers serviced by the City in electronic format (Microsoft Excel, if possible) by customer address and type (if available).

e) Previous 2 years of water production data from WTP.

f) Previous 2 years of hydrant flushing data (locations, schedule, flows, and durations).

g) Previous 2 years of fire flow testing information/reports. If possible, provide the corresponding system demand and boundary condition information that prevailed during each test.

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h) The following known closed isolation valves within the water distribution system:

   i) Those intended to be normally closed.

   ii) Those that will be closed during the field data collection effort due to construction related activities.

i) Copy of any previous water distribution system hydraulic modeling reports completed.

j) Available documents describing of the existing system operations, pump stations settings, and boundary conditions.

k) Pump information including pump curves and design operating (head and flow) conditions related to the WTP finished water pumps and booster stations. (Alternatively, confirm that the pumping information in the hydraulic model is accurate).

l) System control valve information and settings. (Alternatively, confirm that the control valve information in the hydraulic model is accurate).

m) Current GIS layers for all water system features (e.g., tank, pipe, hydrants, valves, services, etc.).

n) A list of backlogged water system improvements (e.g., transmission main, distribution mains, etc.) that remain to be incorporated into GIS, if any.

o) A list of water system improvements that have been incorporated into the hydraulic model since the model was last calibrated.

p) A list of backlogged water system improvements that remain to be incorporated into the hydraulic model, if any.

q) A list of water system improvements that will be completed by the end of 2030, if available.

r) Available SCADA data containing available water system data (e.g., flows and discharge pressures from WTPs/BSPs, etc.) in an agreed upon time slice for an agreed upon duration. This information can be used to confirm/develop hourly diurnal curves and better understand the operations of the system.

2. Review the existing water distribution model, data provided, and conduct a data gap analysis, including:

a) Comparison of field conditions to model:

   i) Demand conditions and diurnal curves

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ii) System demands (e.g., ADD, MDD and PHD).

iii) Fire flow tests results to extent practical (static, residual pressures and fire flow test results).

iv) Boundary condition representations (e.g., pump, tanks, control valves).

v) Controls related to boundary conditions.

b) Recommending improvements to the model including the following:

i) Incorporation of backlogged improvements.

ii) Modifications to boundary condition representations and controls, demand assignments and allocations, hourly diurnal curves, and pipe information.

c) Prepare a Technical Memorandum- The Technical Memorandum will describe findings from the model review and data gap analysis, and any recommended changes and/or updates to the model. Wright-Pierce will submit a draft of the Technical Memorandum to City staff for review and comment. After comments are received from the City, a final Technical Memorandum will be submitted.

Task 1.6.2 – Hydraulic Model Field Calibration

It has been assumed that the model will require field calibration and updates for the latest water demand and infrastructure upgrade information at the least. It may be necessary to revise this scope following completion of the data gap analysis.

1) Wright-Pierce will update water demand in the model by incorporating updated metered demand, flushing demand, and other demand as possible.

2) Wright-Pierce will develop a Field Data Collection Plan (FDCP), which summarizes the following:

a) The quantity and locations of fire flow tests (up to 20) to be performed over a three-day period (Hydrant Flow Test Period). The proposed locations of the fire flow test will be in the areas of the water distribution system not previously tested for fire flow data within the past 2 years.

b) The general procedures are to be used for collecting the hydrant flow test data.

c) Location of up to eight (8) pressure loggers to be placed on hydrants during the fire flow tests throughout the water distribution system. The pressure data loggers will be installed the day before the hydrant flow testing begins and will be uninstalled immediately after the hydrant flow testing is completed.

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d) The Supervisory Control and Data Acquisition (SCADA) data associated with the WTP, water storage reservoirs, applicable booster pumping stations, etc. needed to develop the overall system demands and to establish the boundary conditions experienced during the hydraulic flow tests.

e) The responsibilities of each party (City and Wright-Pierce) involved in the field data collection effort.

f) The schedule for completing the activities identified in the FDCP.

3) Wright-Pierce will attend a meeting with the City to review the draft FDCP and will subsequently finalize the FDCP based on comments provided.

4) Wright-Pierce will assist the City with hydrant flow testing and other activities in accordance with the FDCP. It has been assumed that the City will provide equipment and staff appropriate for fire flow testing. Wright-Pierce can provide some fire flow testing equipment, if needed, for an additional fee.

5) Wright-Pierce will replicate the hydrant flow tests in the hydraulic model, update the hydraulic model calibration, and develop tables and figures which compare model results to field test results. Wright-Pierce anticipates adjusting Hazen-William C-value coefficients to improve the model to field agreement. Because it is highly likely that anomalies (e.g., partially closed valve, air in pipes, etc.) in the water system exist that would hinder model calibration, Wright-Pierce will assist the City with one (1) additional day of field flow testing to further refine calibration related to flow testing, C-factor testing, and/or select valves to confirm open/closed status. Coordination with City staff will be required for selecting the test locations, timeframes, and operating infrastructure.

6) Wright-Pierce will summarize the overall effort and the field-to-model comparisons in a draft technical memorandum and deliver to the City.

7) Conduct a review meeting with the City to discuss the technical memorandum and the results of the hydraulic model calibration effort.

8) Comments from the City will be incorporated into a final version of the memorandum and distributed to the City.

Task 1.6.3 – Hydraulic Modeling of 5 MG Tank out of Service

1) Conduct a hydraulic analysis using the updated hydraulic model to simulate the following scenarios:

a) Perform Extended Period Simulations (EPS) with the 5 MG reservoir offline to simulate the anticipated conditions during the duration of construction and identify hydraulic deficiencies that may need to be temporarily addressed prior to the lining project.

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b) Perform Fire Flow simulations to evaluate available fire flow with 5 MG reservoir offline and identify deficiencies or major reductions in available fire flow so coordination can be done with fire department and others prior to shutdown.

2) Wright-Pierce will summarize the overall hydraulic modeling effort in a draft technical memorandum and deliver to the City for review and comment.

3) Conduct a review meeting with the City to discuss the technical memorandum.

4) Comments from the City will be incorporated into a final version of the memorandum and distributed to the City.

Task 1.7 – Additional Services

Additional services proposed as requested:

Task 1.7.1 – Documentation and Reporting to Funding Sources

Services under this task will be for DWSRF and WIIA compliance documentation and reporting during design, including MWBE and SDVOB compliance plans, waiver development, good faith solicitation efforts, utilization reporting, development of disbursement requests, and general correspondence with NYSDOH and NYSEFC regarding funding compliance and obtaining authorization to bid. Assistance with finalizing outstanding DWSRF or WIIA application materials, if necessary, will be performed under this task. Incorporation of American Iron and Steel requirements into design has been incorporated into other tasks. Compliance documentation and reporting requirements during CA have been incorporated into the CA fee, including closeout documentation. It is assumed that this is not an equivalency project and BABA requirements will not apply.

Task 1.7.2 – Grant Applications

We have not currently included budget for assistance with development of additional grant applications. Should additional assistance with grant or other funding applications be desired, we can provide a proposal for these additional services on a per application basis. This may include future DCIP applications, pursuit of additional DWSRF or WIIA funds, congressional earmarks, or other funding.

Task 1.7.3 – Operation and Maintenance Manual

1) Preparation of an Operation and Maintenance Manual is not anticipated and has not been included.

Task 1.7.4 – Record Drawings

1) Prepare record drawings showing those changes and deviations from the original Drawings and Specifications made during the Construction Phase based on marked-up prints, drawings, specifications and other data furnished by the Contractor to Engineer and which Engineer considers significant.

2) Provide draft record drawings and specifications to Client for comment (one set hard copy).

3) Make drafting changes as necessary on drawings or specifications to address Client comments.

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4) Prepare final Record Drawings and specifications.

    a) Provide record drawings or specifications in electronic PDF format.

Phase 2 – Water Storage Tank and Transmission Main Modifications

The City proposes to install a new, above grade, 5 MG, wire wound concrete water storage tank, 2,100 feet of new 24-inch water main and replacement of 2,800 feet of existing 16-inch main with new 24-inch main. The design of the water storage tank and the water transmission main is anticipated to be executed at the same time. The construction of the project itself can be phased into multiple contracts, but the design aspects of each project are integrated and are recommended to be designed together for appropriate sizing and other design coordination. Our proposal is based on a single contract, bid period, and construction project.

The water storage tank elevations, pipe sizing, control scheme and other design points will be directly related to the design of the transmission main modifications and the hydraulic analysis of the existing WTP pumps and distribution system to fill the existing tank. Based on preliminary calculations performed during the development of the PER, the existing finished water pumps at the WTP may not be able to transmit 15 MGD through a dedicated transmission main to the proposed tank. Increasing the size of the main will result in a decrease in headloss during transmission, which may allow for the existing pumps to service the new, higher, water storage tank without use of an additional booster station.

This assumption was made based on a dedicated transmission main from the WTP to the water storage tank, which is not how the City's water system currently operates. Hydraulic modeling of the system, accounting for interconnections along the transmission main, will need to be performed to confirm pipe sizing and the feasibility of the new tank utilizing the existing finished water pumps.

The project is currently anticipated to include the following design elements:

1) Delegated design of one new 5 MG-gallon wire wound concrete ground water storage tank near the site of the existing reservoirs in Thompson Park with separate inlet and outlet piping.

2) One powered, in tank mixing system.

3) One valve vault for the combined inlet and outlet control valves on water main into and out of the new water storage tank. Control valves are anticipated to be a check, altitude, and PRV valve, but additional control valves may be necessary.

4) One valve vault for control valving from the new water storage tank outlet into the 3 MG reservoir. Control valves are anticipated to be an altitude valve, but additional control valves may be necessary.

5) The existing booster pump station at the reservoir will be analyzed for the possibility of routing piping and housing required control valves, but at this time, is not anticipated to be feasible.

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6) Civil site improvements, grading, and temporary and permanent erosion and sedimentation controls.

7) Installation of approximately 2,100 feet of new 24-inch water main and replacement of approximately 2,800 feet of existing 16-inch water main with new 24-inch main.

8) Level and pressure elements within tank and valve vaults. The instruments will communicate via radio from the existing booster pump station at the reservoir with the WTP. It is assumed that the existing booster station at the reservoirs will be capable of housing the installation of additional controls and communications equipment.

9) Electrical service, wiring, and conduit to provide power to control valves, instruments, and other appurtenances. It is assumed that the existing booster station at the reservoirs will be capable of supplying 3 phase electrical power to proposed additional components.

10) Replacement of generator is not currently anticipated. Booster pump station generator will be evaluated for adequate sizing with additional components added, but currently is assumed to have capacity to power critical electrical components to be added.

11) Hydrants and appurtenances are to be provided as needed, per 10 State Standards, and per NYSDOH requirements.

12) A surge anticipation valve for dampening system fluctuations as the existing tank currently provides, if determined necessary.

Task 2.1 – Project Planning

Task 2.1.1 – Project Management and Administration

This task will consist of the overall management of the project including project setup and initiation, work plan development, invoicing, monthly status reports, scheduling, an internal project kickoff meeting, and as-needed coordination with the City during the project planning phase.

Task 2.1.2 – Kick-Off Meeting and Data Review

Wright-Pierce will conduct an initial, virtual, kick-off meeting with the City to Identify key project members, review the scope of services and proposed schedule, establish procedures for effective communication and project data exchange, discuss project concerns, clarify specific standards and requirements of the City, and discuss how issues may be addressed during the project. Wright-Pierce will prepare and distribute agendas and minutes for this meeting.

The proposed location of the tank will be discussed and has been based on the recommended alternative from the PER for development of this proposal. If an alternate location or a tank siting study is required, this can be performed for an additional fee. Data gap analysis of the hydraulic model is included under the system modeling task.

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A request for information (RFI) will be issued at project start requesting all relevant available information for review. Ideally, this will take place prior to the kick-off meeting so this information can be discussed.

Task 2.1.3 – Field Data Collection

Areas 1 and 2 as described are indicated in Attachment B.

1) Field Survey Area 1 and 2- It is anticipated that the project will require that a subcontracted land surveying firm conduct field surveys and base mapping to collect existing site information along the existing and proposed paths of the water mains, storage tank, and areas anticipated to be utilized during construction. The topographic and utility survey will be performed by a NYS licensed land surveyor. The area anticipated to be surveyed will measure approximately 24 acres and include the project area for both water main and water storage tank construction. Utility information will be obtained to the requirements of ASCE Class Level C, in line with the collection of visible above ground utility markout features. The underground utilities are assumed to be eligible for location and marking by UDIG NY. If UDIG NY will not markout utilities for design purposes, and the utilities will not markout their utilities for design purposes, an independent utility locator may be required by amendment. It has been assumed the City will markout utilities within their control. The depth of existing utilities is currently not anticipated to be determined through field verification and no subsurface exploration has been included in scope for utility location. Traffic control, including development of traffic control plans or uniformed traffic control, has not been included.
2) Geotechnical Exploration and Engineering Area 1- It is anticipated that the project will require subcontracted geotechnical exploration and engineering services to determine the soil properties along the proposed route of the water main and at the water storage tank site, including ledge depth, and recommended geotechnical design parameters for use in development of the new water storage tank. The geotechnical subcontractor will coordinate with UDIG NY for utility location and clearance to perform required explorations. 12 borings will be advanced along the proposed water main route using an ATV mounted drill rig to a depth of 8 feet each or refusal. At the proposed location of the water storage tank, 3 soil borings will be performed to a depth of 25 feet or refusal. Soils will be sampled and select material properties will be evaluated by laboratory testing. For the tank site, a geotechnical report will be developed providing analysis of the subsurface conditions and additional information to be used in the design of the water storage tank. We have budgeted for 15 total feet of rock core drilling at $127/LF, to be determined at the time of drilling. Access to the site is assumed to be available without need for additional tree clearing, site modifications, or permitting. Traffic control, including development of traffic control plans or uniformed traffic control, has not been included.
3) Geotechnical Exploration Area 2- It is anticipated that the project will require subcontracted geotechnical exploration services to determine the soil properties along the proposed route of the transmission main modifications, including ledge depth. The geotechnical subcontractor will coordinate with UDIG NY for utility location and clearance to perform required exploration. 25 borings will be advanced along the proposed water main route using an ATV mounted drill rig to a depth of 8 feet each or refusal. Soils will be sampled and select material properties will be evaluated by laboratory testing. No rock cores have been included. Access to the site is assumed to be available without need for additional tree clearing, site modifications, or permitting. Traffic control, including development of traffic control plans or uniformed traffic control, has not been included.

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Task 2.1.4 – Basis of Design Memorandum (30% Design)

Based on the results of field data collection, discussions with the City, hydraulic modeling, and preliminary calculations, a Basis of Design Memorandum (BDM) will be developed documenting the design approach and providing preliminary design information. This task will include what would be considered a 30% design for water mains and water storage tank generally consisting of a preliminary layout, final design criteria, specification table of contents, and updated opinion of probable construction cost for interim review by the City.

Services during this phase will include:

- One site visit by WP, as needed, to review the existing site conditions.
- Up to 3 virtual meetings with the City to discuss the tank location, water main location, design approach, requirements, operational constraints, acceptable shutdown periods, constraints, normal operations, and goals.
- A discussion of the results of hydraulic modeling, including storage tank and main sizing.
- Discussion of additional system improvements, if necessary, for the proposed water storage tank to operate successfully.
- A discussion of the proposed operational scheme, control valves, monitoring, and communications, and proposed design approach.
- Identify required site improvements (easements, retaining walls, guard rails, etc.) required for the new tank.
- Proposed information on materials of construction for water storage tank, pipeline, appurtenances, and supporting components.
- Identify permitting requirements.
- Identification of testing and inspection requirements.
- Development of an outline of a sequence of construction, tank commissioning and system operational plan. The operational plan will outline temporary operations of the water system until the new tank is online. Currently a single contract is anticipated to construct the water storage tank, mains, and appurtenances.
- Identification of other key issues to be addressed during design.
- Development of final design criteria.
- Development of preliminary specification table of contents.

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- An updated opinion of probable cost will be provided for construction.
- 30% specifications and plans.

A draft BDM will be provided to the City. A call will be held with the City to discuss the contents of the memorandum. The City's comments will be incorporated, and a final version of the memorandum will be distributed.

One virtual meeting will be held with NYSDOH to discuss the approach to final design for preliminary approval of the concept. No documents are anticipated to be submitted to the NYSDOH at this stage of the project.

We have also budgeted for one in person meeting to discuss the project with the City Council or Thompson Park officials if necessary.

Task 2.2 – Project Design

Task 2.2.1 – Project Management and Administration

This task will consist of the overall management of the project including project setup and initiation, work plan development, invoicing, monthly status reports, scheduling, an internal project kickoff meeting, and as-needed coordination with the City during the project design phase.

Task 2.2.2 – Final Design

After acceptance by the City of the BDM and supporting documents, including Opinion of Probable Construction Cost, indication of any specific modifications or changes in the scope of the Project desired by the City, and upon written authorization from the City, engineer will proceed with the preparation of final design for the project.

1) Prepare contract bid documents, in accordance with New York State Department of Health (NYSDOH) and NYS Environmental Facilities Corporation (NYSEFC) requirements for drinking water projects utilizing Drinking Water State Revolving Loan Fund (DWSRF) and Water Infrastructure Investment Act (WIIA) funding.

a) Specifications shall be prepared in Construction Specification Institute (CSI) format (16 Division), Engineers Joint Contract Documents Committee (EJCDC) boiler plate and contract, and requirements of the applicable funding programs as required for public bidding. EFC's current standard conditions package will be incorporated into the specifications. If the City has standard details or design and construction standards, those requirements can be incorporated into the design and supplemented as needed.

b) Plans will be created in AutoCAD or Revit software on 24"x36" sheets. Water main plans will include plan and profile views along the length of the main. If the City has standard details or design and construction standards, those requirements can be incorporated into the design and supplemented as needed.

c) Submit contract bid document packages at 60% and 90% development to the City for review and comment. The design documents will be reviewed by Wright-Pierce senior quality

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assurance/quality control (QA/QC) staff at specific milestones throughout the progress of the project.

d) Facilitate a workshop with the City to review progress at each milestone. Each submittal will include an updated, detailed construction cost estimate and will include digital copies of progress documentation including plans, specifications, and cost estimate. Incorporate comments received from CLIENT into the contract documents following each workshop.

e) Upon receipt of comments from the City for 90%, prepare final (100%) complete plans and specifications suitable for public bidding in conformance with NYS Municipal Law. The final drawings and specifications shall be stamped and sealed by Professional Engineers as appropriate for each discipline of the design. The design professionals shall be registered in the State of New York.

f) Prepare and submit final, stamped design package to NYSDOH and NYSEFC for approval.

g) Throughout the Final Design, coordinate as needed with the State funding agency(s) regarding DWSRF and WIIA funding requirements and project review processes. Assist with preparing necessary documents to obtain final approval and authorization to bid from funding agency including the required NYSDOH 348 form.

h) In our experience review periods and comments from NYSDOH vary and can add considerable effort and schedule to the design phase. Effort for addressing comments received or corresponding with NYSDOH and NYSEFC after submission of final documents for review has been included in our proposal as an allowance of up to 60 hours. Additional effort beyond 60 hours to address comments received will be proposed to the City by change order after level of effort and schedule impacts are understood.

i) During final design engineer will advise the City of any adjustments to the Opinion of Probable Construction Cost as a result of changes in scope of the Project. ENGINEER will continue to advance work on the project unless directed otherwise by the City.

Task 2.2.3 – Permitting

The following permits are potentially anticipated for the project:

- NYSDEC State Environmental Quality Review (SEQR) Long Environmental Assessment Form Parts 2 and 3 (EAF)- A type 1 action permit is anticipated
- State Historic Preservation Office (SHPO)
- Endangered Species review
- NOI for SPDES General Permit
- Stormwater Pollution Prevention Plan
- NYSDOH form 348 Application for Approval of Plans
- NYSDEC Jurisdictional Wetland Determination

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We propose to use our subcontractor Envirospec to assist with the development of these permits. Fees charged by agencies for filing or review will be the responsibility of the City in addition to our proposed fee. It has been assumed that no wetland delineation is included and endangered plant/animal review will be a desktop study. The following permits and services are not included but may be necessary to add by amendment:

- Army Corps of Engineers permit for wetland disturbance
- NYSDEC protection of waters permit
- NYSDEC freshwater wetland permit
- Wetland Delineation
- Archeological Services
- Endangered Species Field Survey

Task 2.3 – Bid Services

1) Assist in advertising for bids for the construction contract in an appropriate local newspaper, with the usual construction industry bidding information services, including New York State Contract Reporter, and the City's website. Costs for advertising is the responsibility of the Client.

2) Wright-Pierce will host the bid documents, record registered bidders, distribute bidding documents, and issue addenda via our online plan room.

3) Respond to bidders' questions.

4) Prepare for and attend one in person pre-bid conference to be held at the CLIENT's offices. Notify bidders of the conference.

5) Prepare up to three addenda to the bid documents.

6) Attend one in person bid opening for the construction contract.

7) Review all bids and prepare bid tabulation.

8) Review the qualifications of the apparent low bidder(s) and compliance with other contract requirements. Report on the results of the reviews and issue a Recommendation for Award letter for the City's use.

Task 2.4 – Construction Administration

We have assumed that the construction of the water main and water storage tank would take place simultaneously. We have also assumed that two, full time resident project representatives will be necessary to observe the construction activities.

Task 2.4.1 – Construction Administration Services

During the Construction Administration Phase Engineer shall consult with and advise Client and act as Client's representative as provided in the Standard General Conditions and Supplementary Conditions of the Construction Contract. The extent and limitations of the duties, responsibilities and authority

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of Engineer as assigned in said Standard General Conditions shall not be modified, except as Engineer may otherwise agree to in writing. All of Client's instructions to Contractor will be issued through Engineer, who shall have authority to act on behalf of Client in dealings with Contractor to the extent provided in this Agreement and said Standard General and Supplementary Conditions except as otherwise provided in writing. The services of the Engineer shall include:

1) Prepare the required number of sets of construction Contract Documents for signing.

    a) Preparation of Conformed Contract Documents or Conformed Reference Documents is an Additional Service.

2) Prepare for and attend one pre-construction conference (as necessary).

3) Attend up to 18 monthly project meetings and prepare reports of findings.

4) Make up to 10 visits, in addition to progress meetings, to the site to observe the progress of the work. Visits will be made by specialized electrical, mechanical, and structural Engineers, architects, or others when determined to be necessary by the Engineer.

5) Participate in one, on site, formal inspection by Client and relevant funding and regulatory agencies.

6) Review shop drawings and other Contractor submittals for compliance with construction Contract Documents.

7) Review field test reports including those submitted by Client's Independent Testing Laboratory.

8) Review warranties and operation and maintenance manuals for equipment supplied for the Project.

9) Review Contractors' payment requests and estimate amounts to be paid by the Client.

10) Aid the Client's financial management by providing revised or updated cash flow projections reflecting the Contractor's anticipated construction schedule.

11) Negotiate changes in the scope of work, price and/or completion time and prepare change orders which become necessary due to factors discovered during the progress of the work resulting from interpretations and clarifications of the Contract Documents.

12) Issue instructions and other communications from and on behalf of Client to the Contractor.

13) Communicate with Client and regulatory agencies.

14) Coordinate and supervise the work of Resident Project Representatives.

15) Monitor work progress for conformance with established schedules and budget.

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16) Prepare punch lists of uncompleted or unacceptable work.

17) Conduct a Substantial Completion inspection and prepare a Certificate of Substantial Completion.

Task 2.4.2 – Startup, Training and Certification

1) Provide such qualified personnel as necessary to observe and assist in the startup of equipment and systems at the facility.

2) Provide such qualified personnel as necessary to train the facility operators in record keeping and operation and maintenance of process, instrumentation, heating and ventilating systems and equipment. Client is expected to provide a qualified, licensed Chief Operator whose background includes operational experience and formal education and training. Client is also expected to provide assistant operators as may be required.

3) Make up to two visits during the first year of operation to check on the operation of the new construction. These visits are expected to be as requested by client after the initial startup and training period.

4) Assist the operator(s) in trouble shooting operational problems and recommend any necessary post startup changes to the facilities.

5) Update and revise the Operation and Maintenance Manual to incorporate changes made during startup and operation.

6) Attend necessary meetings. A total of __2__ virtual meetings has been assumed to estimate the required effort.

7) The Operational Phase ends after the 12-month period following the construction Substantial Completion date.

Task 2.5 – Construction Observation

Task 2.5.1 – Resident Project Representative

During the Construction Phase Engineer shall also:

1) Provide a full-time Resident Project Representative to represent Engineer and Client in the field, whose duties, responsibilities, limitations shall be as specified in the Standard General Conditions and Supplementary Conditions of the Construction Contract. The Resident Project Representative shall direct the activities of as many other full time and part time Assistant Resident Project Representatives as may be deemed necessary by Engineer to adequately observe the Contractor's activities. Resident Project Representative services are based on a construction duration of __72__ weeks at an average of __45___ hours per week (greater than 40 hours/week at overtime rate) per Resident Project Representative, for _2_ Resident Project Representatives, with a maximum of _6,480_ hours total. Unless otherwise noted herein, project working hours are assumed to occur within regular working hours of 7 am to 5 pm.

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Task 2.6 – System Hydraulic Modeling

The City's water system distributes over 2 billion gallons of drinking water annually through over 100 miles of distribution pipeline. Treated water is pumped from the Water Treatment Plant (WTP) into the City's distribution system primarily via two "transmission" mains generally described as a 24-inch main and a 16-inch main. Neither of these water mains are dedicated to exclusively filling the 3 MG and 5 MG storage reservoirs and many branches and services are directly tapped to these mains, despite reference as "transmission mains." Inside Thompson Park, the 24-inch main transitions to 16-inch and two 16-inch mains extend to fill and draw from the reservoirs. Our understanding is that there is only one other pressure zone in the City's distribution system which is fed by the booster pump station near the reservoirs and the elevated water storage tank in Thompson Park.

The water level of the proposed 5 MG tank would require the existing WTP finished water pumps to provide approximately 70-75 ft of additional head in order to fill the proposed tank. This would be an increase of approximately 33 psi in the transmission main based on static pressure alone. A brief desktop analysis was performed during development of the PER. The analysis assumed that the new tank was filled to max height through an existing 24-inch and 16-inch main combination, but as a dedicated transmission main. The analysis indicated that the WTP finished water pumps would not be capable of providing the head required to fill the new tank under the WTP's designed flow rate of 15 MGD (10,416 GPM) without system modifications.

Much of the head loss calculated appeared to be the result of restricted flow through a 2,800 linear foot stretch of 16-inch transmission main within Thomspon Park. The analysis indicated that increasing the 16-inch section to 24-inch would possibly allow the existing WTP pumps to fill the new tank at a flow rate limited to approximately 10.8 MGD (7,500 GPM), which is greater than the peak day demand in 2024 (10 MGD). If the WTP were required to transmit 15 MGD through the existing transmission main as a dedicated main, an upgrade to the finished water pumps and large extent of transmission mains would be necessary.

While altering water main sizes may allow for the existing pumps at the WTP to overcome the additional static head, the distribution system pressure would still be altered by the change in head produced during pumping as well as the additional static head from the increased hydraulic gradeline of the new water storage tank. The City has indicated that an increase in pressure in the distribution system could be an issue and should be avoided if possible. The PER recommended hydraulic analysis be performed as part of design.

The City has operated a 5 MG and 3 MG water storage tank since approximately 1909. Since that time the City has grown and water standards have changed. The water storage tank proposed in the preliminary engineering report was assumed to remain at 5 MG at the City's request. The current volume of storage has been reported as having served the City's needs for many years, but the actual storage needs of the City per modern standards may vary. It was recommended in the PER that 10 States Standards and appropriate AWWA standards be used, alongside the hydraulic model, to verify the adequacy of the proposed water storage tank volume during design.

It is proposed that the City's model be used for several tasks including calculating the required tank size per AWWA requirements, model the proposed infrastructure's interaction with the City's water system under various scenarios, impacts to system pressures, design parameters for the new water storage tank, main sizing, and develop a long-term operational scheme for the new water storage tank and

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distribution system on which to base the overall design. We propose the following services to develop these items:

Task 2.6.1 – Waster Storage Tank and Main Hydraulic Analysis

Hydraulic modeling and other calculations will be performed to verify water storage tank sizing, determine criteria for transmission main modifications, evaluate finished water pump adequacy, estimate impact of 5 MG water storage tank being out of service during lining project, and other critical project design criteria.

1) Update future water demand projections developed for the PER using the most recent water usage, population data, build-out plans (to be supplied by the City). The updated demands will then be incorporated into the existing hydraulic model of the system.

2) Determine the required volume of the new tank per 10 State Standards and AWWA M42 Manual. Using the updated demands, evaluate the active storage volume and categories of storage required (peak demand, firefighting and emergency) per AWWA M42, local fire codes, and/or ISO recommendations if available for the new water storage tank. Using this information provide the calculated required volume of total storage required for the City and verify 5 MG water storage tank is adequately sized in combination with the existing 3 MG storage tank. Identify any customers/homes above the maximum service elevation of the system and provide recommendations to address any deficiencies. It has been assumed that DANC, Fort Drum, and the City's other interconnected users maintain their own water storage facilities and this sizing effort will only consider the water storage requirements of the City.

3) Establish the existing hydraulic grade line of the City's distribution system and develop proposed operational settings, control valve requirements, and potential additional infrastructure necessary for the new water storage tank to maintain a level of water service pressure and flow acceptable to the City and NYSDOH.

4) Use the hydraulic model along with WTP finished water pump curves to model various scenarios for using the existing finished water pumps to fill the new water storage tank and the 3 MG reservoir, carrying the size and configuration of the mains proposed for upgrade, identifying what sections of the existing 24-inch or 16-inch transmission main may need to be isolated from the remainder of the distribution system, and, if necessary, preliminarily sizing replacement finished water pumps at the WTP. The existing pressure and fire flow in the distribution system will need to be modeled in each feasible scenario to ensure that pressure and flow remains as currently provided at a minimum and excessive pressures are minimized. Additional improvements in the distribution system, including bypassing areas previously interconnected with the transmission main, when appropriate, will be identified.

5) Conduct a hydraulic analysis using the updated hydraulic model to simulate the following scenarios:

    a) Perform Extended Period Simulations (EPS) with the new 5 MG reservoir online and existing 5 MG reservoir offline to simulate the anticipated conditions and identify hydraulic deficiencies that may need to be addressed.

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b) Perform Fire Flow simulations to evaluate available fire flow with new 5 MG tank online and 5 MG reservoir offline and identify deficiencies or major reductions in available fire flow that may require additional, future system improvements.

c) Perform EPS under future conditions with the new tank online and new operational set points incorporated.

6) Wright-Pierce will summarize the overall tank sizing and hydraulic modeling effort in a draft technical memorandum and deliver to the City for review and comment.

7) Conduct a review meeting with the City to discuss the technical memorandum.

8) Comments from the City will be incorporated into a final version of the memorandum and distributed to the City.

Task 2.7 – Additional Services

Additional services proposed as requested:

Task 2.7.1 – Documentation and Reporting to Funding Sources

Services under this task will be for DWSRF and WIIA compliance documentation and reporting during design, including MWBE and SDVOB compliance plans, waiver development, good faith solicitation efforts, utilization reporting, development of disbursement requests, and general correspondence with NYSDOH and NYSEFC regarding funding compliance and obtaining authorization to bid. Assistance with finalizing outstanding DWSRF or WIIA application materials, if necessary, will be performed under this task. Incorporation of American Iron and Steel requirements into design and NYSDOH prevailing wage for applicable subcontracted engineering services, have been incorporated into other tasks. Compliance documentation and reporting requirements during CA have been incorporated into the CA fee, including closeout documentation. It is assumed that this is not an equivalency project and BABA requirements will not apply.

Task 2.7.2 – Grant Applications

We have not currently included budget for assistance with development of additional grant applications. Should additional assistance with grant or other funding applications be desired, we can provide a proposal for these additional services on a per application basis. This may include future DCIP applications, pursuit of additional DWSRF or WIIA funds, congressional earmarks, or other funding.

Task 2.7.3 – Operation and Maintenance Manual

1) Prepare Operation and Maintenance Manual for the Project, in accordance with requirements in effect on the date of signing of this Agreement.

2) Provide a draft Operation and Maintenance Manual for review. Provide 1 electronic copy in PDF format.

3) Incorporate changes required by reviewers.

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4) Provide the final Operation and Maintenance Manual. Provide ___1___ electronic copy in PDF format.

Task 2.7.4 – Record Drawings

1) Prepare record drawings showing those changes and deviations from the original Drawings and Specifications made during the Construction Phase based on marked-up prints, drawings and other data furnished by the Contractor to Engineer and which Engineer considers significant.

2) Provide draft record drawings to Client for comment (one set hard copy).

3) Make drafting changes as necessary on drawings to address Client comments.

4) Prepare final Record Drawings.

   a) The cover sheet of the Record Drawings will be stamped on the Cover Sheet by the Project Manager or Lead Project Engineer.

   b) Provide record drawings in electronic PDF format and two hard copy sets.

Other Required Services

1) Client and Engineer recognize that there are certain tasks which may be required during construction, but which cannot be easily identified at the time of preparation of this document. Engineer will notify Client in writing promptly before starting any such services. Typical of such required services would be:

   a) Services to adjust design based on unforeseen circumstances including changes in regulations, NYSDOH required design edits, and unforeseen permitting requirements.

   b) Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than “or-equal” items; and services after the award of the construction contract in evaluating and determining the acceptability of a substitution which is inappropriate for the Project or an excessive number of substitutions.

   c) 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, neglected or delayed work of Contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, or (4) default by Contractor.

   d) Evaluating an unreasonable claim or an excessive number of claims submitted by Contractor or others in connection with the work.

   e) Attending shop tests, not identified above.

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f) We have assumed that the Owner will carry the cost of material testing during construction. We can provide materials testing services through a subcontractor during construction for an additional fee.

g) Hazardous materials testing has not been included, but can be performed by our subcontractor for an additional fee if determined necessary.

Proposed Schedule

We are available to commence work immediately upon execution of agreement and notice to proceed. Schedule will vary depending on if the City would like to proceed with both phases simultaneously, individually, or on a task by task basis. Our proposal is currently based on the design of both phases commencing in early 2027. We are available to discuss and develop an appropriate schedule to be incorporated into a revised proposal if the City desires.

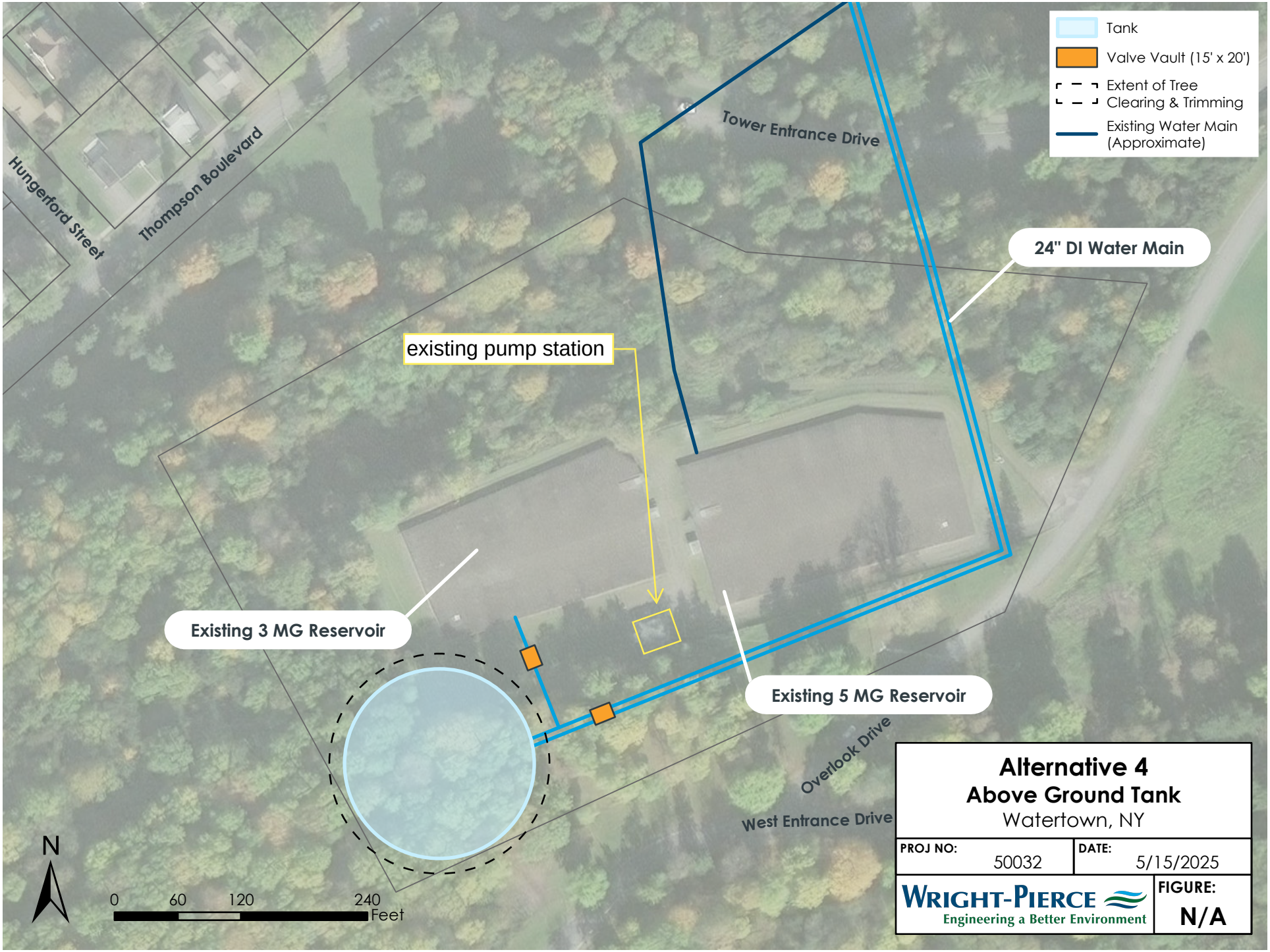
We have assumed that this work will commence for both phases in early 2027 and have tried to account for our annual staff rate increase between 2026 and 2027, but as this is anticipated to be a multiyear project, rate adjustments for both WP staff and subcontracted services may increase over the course of the project. The annual rate increases will be discussed with the City as project schedule, scope, and budget become defined, but please plan for an average increase, year over year, of 6% in annual rates due to various factors.

Attached: Attachment A- Proposed Water Storage Tank and Main Replacement PER Figures

Attachment B- Survey and Geotechnical Area 1 and 2

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ATTACHMENT A.1



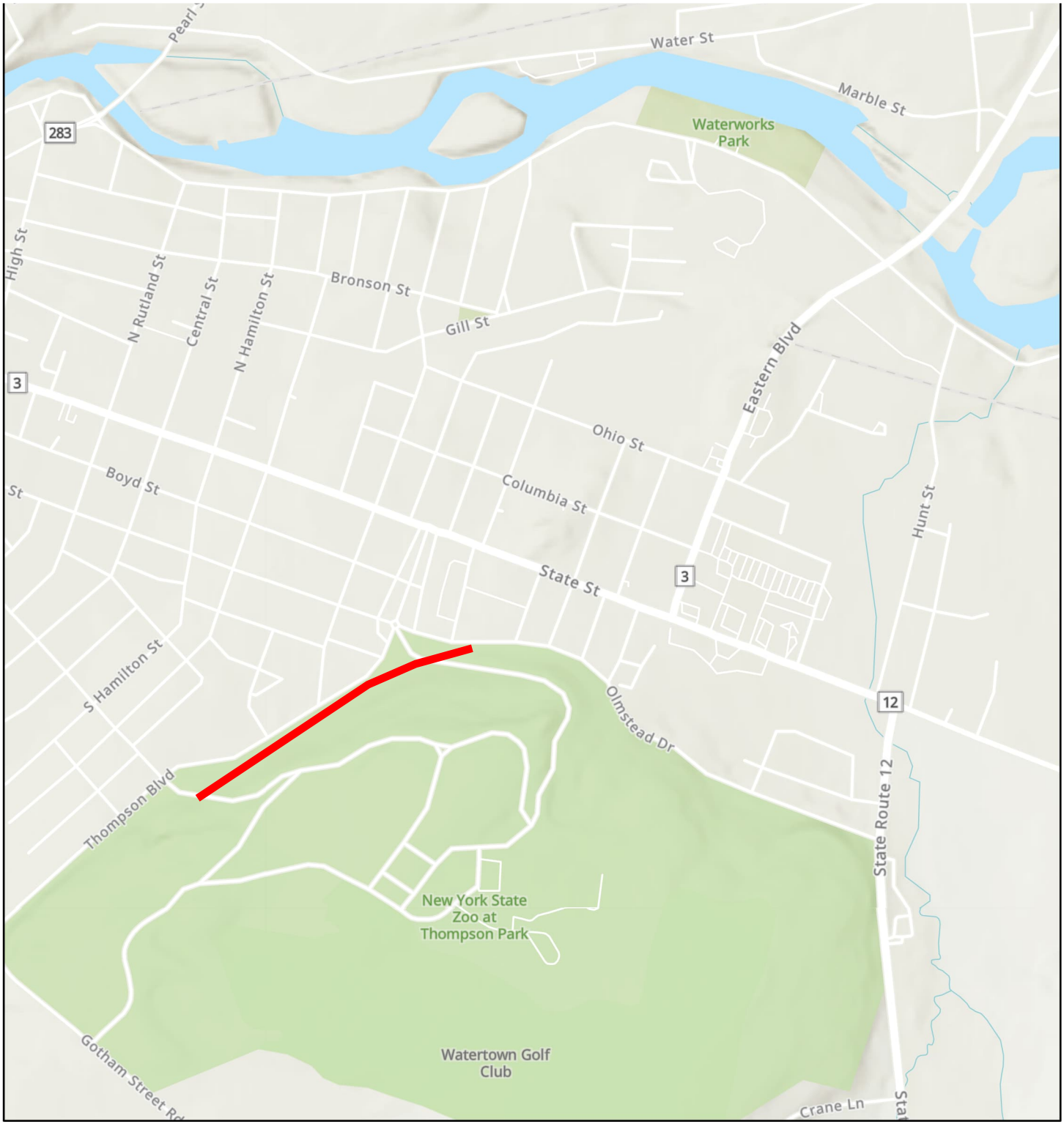
Alternative 4
Above Ground Tank
Watertown, NY

PROJ NO:	DATE:	FIGURE:
50032	5/15/2025	N/A

WRIGHT-PIERCE
Engineering a Better Environment

JDM \\Files-dc\gis\GIS_Development\Projects\NY\Watertown\50032_ReservoirImprovements\MXDs\Figures-50032.aprx - FigureX-Alternative4-8x11

Proposed 24-inch Transmission Main Partial Replacement
ATTACHMENT A.2



5/22/2025

1:18,282

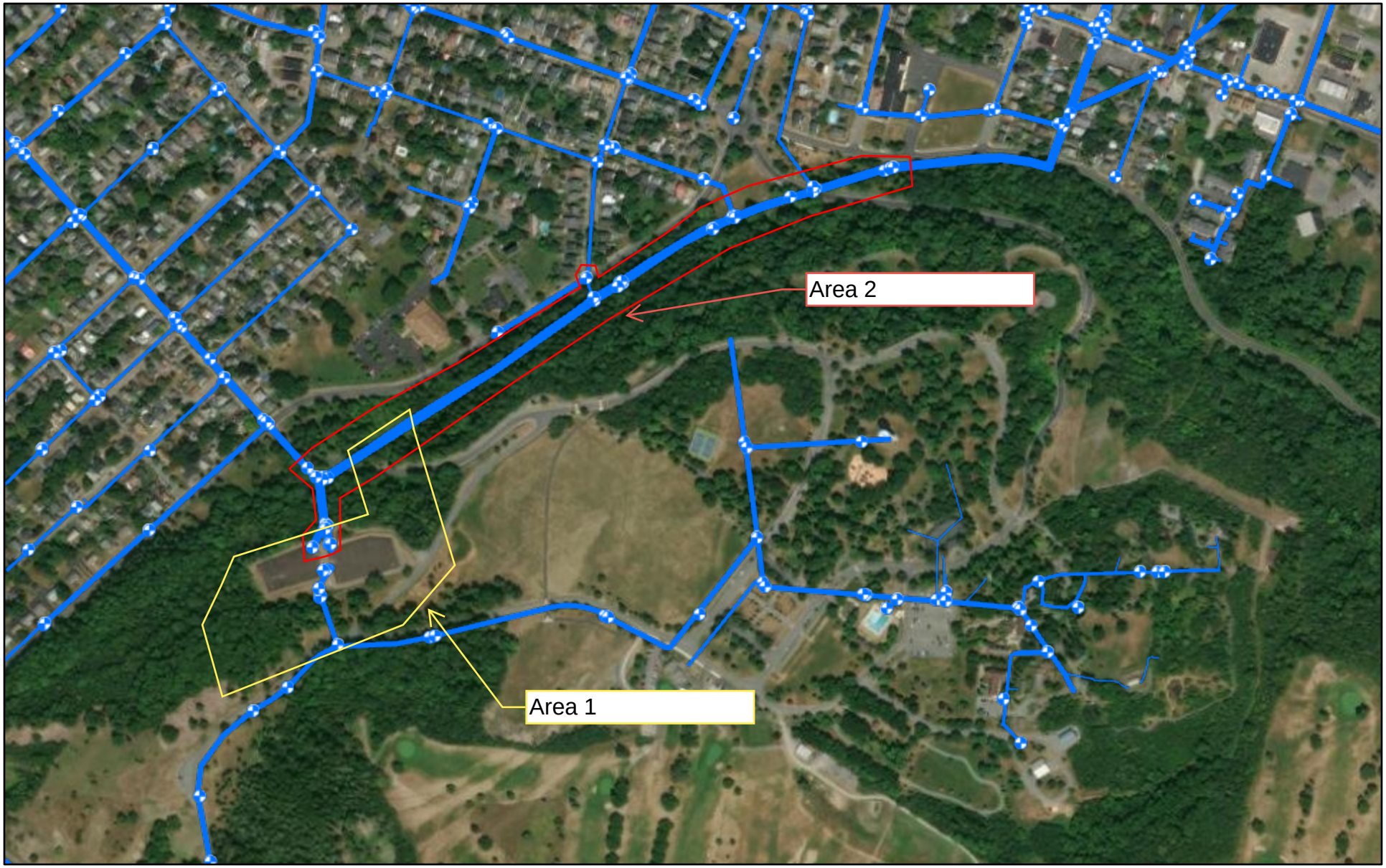
World_Hillshade

0 0.1 0.2 0.4 mi

0 0.17 0.35 0.7 km

Esri, NASA, NGA, USGS, FEMA, Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community

ATTACHMENT B



7/29/2026

Water Valves

Water Lines

0.75 Inch; 1 Inch; 1.5 Inch; 3 Inch; 2 Inch

4 Inch; 6 Inch

12; 10; 14; 8

16; 22 Inch; 18 Inch; 20 Inch

24 Inch; 30 inch

1:8,887

0 295 590 1,180 ft

0 90 180 360 m

New York State

Res. No. 8

November 16, 2026

To: The Honorable Mayor and City Council

From: Eric F. Wagenaar, City Manager

Subject: Authorizing New York State Division of Criminal Justice Services (DCJS) Extreme Risk Protection Order (ERPO) Infrastructure and Implementation Grant Application

The Police Department is requesting City Council authorization to apply for funding through the New York State Division of Criminal Justice Services (DCJS) Extreme Risk Protection Order (ERPO) Infrastructure and Implementation Program. This program supports infrastructure and initiatives related to the implementation of New York State's ERPO law.

The Department proposes to seek funding for additional secure firearms storage in its evidence vault, overtime for ERPO-related activities, ERPO-related training and associated expenses, and attorney consultation services. The program provides awards of up to $1.5 million per agency over a 36-month period. Chief Lyon has indicated that no local match or agency contribution is required. Grant funds must supplement, rather than replace, funds already allocated for these activities. Applications are due December 2, 2026.

A resolution is attached for City Council consideration authorizing the Police Department to submit an application in an amount not to exceed $1.5 million, authorizing the Police Chief to execute the application on behalf of the City, and authorizing the City Manager to approve the grant if awarded.

Resolution No. 8 November 16, 2026

RESOLUTION

Authorizing New York State Division of Criminal Justice Services (DCJS) Extreme Risk Protection Order (ERPO) Infrastructure and Implementation Grant Application

	YEA	NAY
Council Member GARRABRANT, Shane A.		
Council Member KIMBALL, Robert O.		
Council Member OSBORNE Jr, Douglas E.		
Council Member SHOEN, Benjamin P.		
Mayor PIERCE, Sarah V.C.		
Total ……..		

Introduced by _____

WHEREAS the City of Watertown Police Department is seeking City Council approval to apply for grant funding under the New York State Division of Criminal Justice Services (DCJS) Extreme Risk Protection Order (ERPO) Infrastructure and Implementation Program, and

WHEREAS the purpose of this program is to support infrastructure and initiatives directly related to the implementation of New York State's Extreme Risk Protection Order law, and

WHEREAS the application, in an amount not to exceed $1,500,000 over a 36-month period with no required City match, would seek funding for additional secure firearms storage, overtime for ERPO-related activities, ERPO-related training and associated expenses, and attorney consultation services, and

WHEREAS grant funding must supplement, not supplant, funds already allocated for these activities,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby authorizes the Police Department to submit a grant application under the New York State Division of Criminal Justice Services (DCJS) Extreme Risk Protection Order (ERPO) Infrastructure and Implementation Program, and

BE IT FURTHER RESOLVED that the Police Chief is hereby authorized and directed to execute the grant application on behalf of the City of Watertown and that the City Manager is authorized to approve the grant if awarded.

Seconded by _____

Staff Report

November 16, 2026

To: The Honorable Mayor and City Council

From: Michael A. Lumbis, Planning and Community Development Director

Subject: Amending the City of Watertown's 2023 Community Development Block Grant Annual Action Plan

On November 2, 2026, the City Council adopted two resolutions approving supplemental agreements with the New York State Department of Transportation (NYSDOT) and Barton & Loguidice, D.P.C. The purpose of these supplemental agreements was to shift funding from the construction phase of the Black River Trail Western Connection project to the design phase in an effort to lower construction costs and bring the overall project within budget.

The City received a Transportation Alternatives Program (TAP) Grant from NYSDOT in the amount of $1,663,764 to pay for 80 percent of the project, with Community Development Block Grant (CDBG) funds covering the required 20 percent local share.

On May 1, 2023, the City Council adopted the City's 2023 Community Development Block Grant (CDBG) Annual Action Plan (AAP), which included various projects for the 2023-2024 Program Year, one of which was the Black River Trail – Final Design project. To pay for the 20 percent local share of the $98,000 increase in final design costs, the City will need to increase the budget for this CDBG project by $19,600.

The United States Department of Housing and Urban Development (HUD) requires the City of Watertown to officially amend an Annual Action Plan if the budget of a particular project changes by more than 25 percent, if the scope of a project changes significantly or if a new project is added.

The City's CDBG program receives program income on a rolling basis as a result of payments made on rental rehabilitation loans and other housing program payments. This PY 2023 AAP Amendment will allocate $19,600 in program income to the Black River Trail – Final Design project.

Staff anticipates reallocating an equivalent amount from the construction phase of the project, identified as the Black River Trail Western Extension Project in the City's adopted PY 2025 Annual Action Plan. This will result in a zero-sum cost adjustment for the overall project (design and construction phases combined).

Amending an Annual Action Plan requires several steps, including drafting a narrative that describes the amendment and making it available for the public to review during a 30-day public comment period. It also requires a public hearing.

The table below shows the original and proposed budget for each of the existing PY 2023 projects:

Project	**Original Budget**	**Amendment**
Burlington Street – Street Reconstruction Project	$275,000	$275,000
Northwest Target Area ADA Ramp Project Phase 3	$75,000	$75,000
Northwest Target Area Tree Planting Project	$15,000	$15,000
Watertown Housing Authority Sidewalk Reconstruction Project	$30,000	$30,000
542 Cooper Street Demolition	$40,000	$40,000
Owner-Occupied Housing Rehabilitation	$196,000	$196,000
Homebuyer Program	$196,000	$196,000
518 Pine Street SRO Program	$25,000	$25,000
Fair Housing Education	$5,000	$5,000
WCSD Food 4 Families (Backpack) Program	$8,000	$8,000
Black River Trail – Final Design	**$26,350**	**$45,950***
Program Administration	$22,112	$22,112
Total *	**$913,462**	**$933,062***

*Includes the addition of $19,600 in Program Income

In order to begin the formal amendment process, Staff recommends that the City Council schedule a public hearing for **7:15 p.m. on Monday, December 7, 2026,** to hear public comment on the proposed amendment to the City's 2023 CDBG Annual Action Plan.