REQUEST FOR QUALIFICATIONS (RFQ)

RFQ # 24-25-38

The City of Greenville, NC is seeking qualifications from engineering firms interested in providing the services required to prepare final design documents and provide construction administration for a bridge rehabilitation project on Kensington Road in Greenville NC. Interested firms are invited to submit qualifications (in the required quantity and format) for the **"Rehabilitation of the Kensington Road Bridge"** by Thursday, April 10th at 4 p.m. to the following Drop Box Address:

https://www.dropbox.com/request/U6iEIu4ZZkjJ1heeODEK

The full RFQ can be retrieved at www.greenvillenc.gov or by contacting Gentry Coward at the Public Works Department at (252) 329-4050. All responses are to be submitted electronically at:

https://www.dropbox.com/request/U6iEIu4ZZkjJ1heeODEK

Submitting your proposal means it is in compliance to what we are asking for and is to be considered responsive.

REQUEST FOR QUALIFICATIONS (RFQ) FOR PROFESSIONAL SERVICES

RFQ # 24-25-38

To Perform Design and Construction Services for Kensington Rd Bridge Rehabilitation

City of Greenville, North Carolina
March 2025

I. Project Background

The City of Greenville is requesting proposals for the comprehensive structural assessment of NCDOT structure 730469 located on Kensington drive approximately 100 ft from the junction with Oxford Road in the city of Greenville. This will include a hands-on field inspection, load rating and element level analysis, and the development of rehabilitation plans for the City of Greenville's bridge to the extent needed to maintain its current load posting capacity while exploring options to enhance its load rating to better accommodate future needs. The purpose of this document is to provide information for use by Vendor(s) in submitting a proposal to supply the COG with the services as listed in the RFP documents. We will select a qualified Vendor with whom we will execute a service agreement.

The Kensington Rd bridge was constructed in 1994 and is two span bridge with steel caps and timber piles. NCDOT bridge report from 2024 detailed corrosion on the span beams and flange plates. In the fall of 2024, the City of Greenville sandblasted and coated the underside of the bridge and found corrosion in numerous locations.

Upon further inspection the COG discovered the corrosion has worsened since the report in early 2024. The web and flanges of the I beams have corroded significantly and are in need of repair or replacement.

The City is requesting qualifications from engineering firms interested in providing the services required to design, prepare construction documents and perform construction administration for the Kensington Road Bridge Rehabilitation.

II. Purpose

This contract will prepare the necessary construction documents and maps for the project, obtaining all applicable permits, and assisting with the bid process. The third task is to provide construction administration services as detailed in the section below.

It is envisioned both tasks will be contracted with the same firm, however there are concerns about potential conflict of interest with utilizing the same firm for both design and construction administration. It is important to minimize the perception of this potential conflict of interest. The consultant will need to demonstrate or provide processes that will alleviate the City's concerns.

III. Scope of Work (Consultant Responsibilities)

The following summarizes the requested professional services:

Task Order 1 (Detailed Field Inspection)

- Review all available information pertaining to the NCDOT Structure Safety Report dated 03/14/2024.
- Accurately measure the remaining sections of the flanges and web of the steel pile cap at the end bent.
- Assess other impacted components of the superstructure and beams at end bents and interior bent to collect precise data.
- Assessment of other structural items such as deck/rails/bearings.

- Compare the analysis results to the existing bridge posting to identify any deficiencies or areas of concern.

Task Order 2 (Design through Construction Award)

- Prepare final design drawings to include utilities, specifications, construction schedules, on site pedestrian and vehicle management plans, cost estimates and bid documents.
- Assist the City in acquiring all applicable permits and agreements.
- Advertise bids and assist with selection of contractor from bid submittals.

Task Order 3 (Construction Services)

- Pre-construction Conference - Outline project specifics. Inform contractor of project administration procedures.
- Management Information System (MIS) - Implement system for organizing, tracking, filing, and managing paper/ electronic correspondence including letters, information requests, submittals, contracts, reports, O&M manuals, progress payments, and change orders, etc.
- Review and approve RFIs and Shop Drawings
- Attend and provide minutes for all progress meetings.
- Schedule - Monitor contractor's schedule weekly. Notify parties of actual or potential deviation from schedule. Work with project team to correct noncompliance with schedule.
- Cost Control - Monitor project funding. Monitor project budgets. Review contract item payments, material quantities, and change order payments.
- Change Orders - Review potential change orders for contractual and technical merit. Prepare independent cost estimate and schedule analysis of work. Provide recommendation and prepare change orders for execution. Keep the City apprised of impact of cumulative change orders.
- Dispute Resolution - Make recommendations and implement procedures for reducing the likelihood of disputes and claims. Assist in the resolution of disputes.
- Quality Assurance/Inspection - Observe and monitor all aspects of project. Notify contractor when work is not in compliance. Prepare daily inspection reports. Provide photographic and video documentation of construction process. Encourage and stress quality in the constructed product. Schedule independent testing services.
- Permit /Environmental Compliance - Review and enforce requirements stipulated in permits issued by regulatory and environmental agencies.
- Progress Payments - Review contractor's payment requests. Verify contractor pay items. Prepare payment documentation for execution.
- Site Safety - Review and monitor contractor's safety program for compliance with OSHA. Notify contractor if unsafe condition is observed. Notify City if contractor refuses to rectify unsafe condition.
- Record Drawings - Collect, review, and transmit contractor's data to engineer.
- Final Walkthrough - Make final inspections. Prepare punch-list. Verify that required certificates of compliance, Review O&M manuals for completeness. Ensure record drawings and any O & M Manuals have been delivered to City.

- Project Completion Report - Process final progress payment to contractor. File Notice of Completion. Prepare final report to include lessons learned. Deliver project records to the City.

IV. Deliverables

Task Order 1

- Summary document with Load rating analysis results, including a comparison with current bridge postings.

Task Order 2

- Final design drawings, permit approvals, easements/rights of entry, specifications, construction schedules, cost estimates, and bid documents detailing the drainage improvements.
- Addenda, pre-bid meeting minutes and sealed bid tab with a recommendation for award.

Task Order 3 – Deliverables for Task Order 3 will be managed through OpCenter, a web based file management tool produced by Duncan Parnell.

- Agenda and meeting minutes for all scheduled meetings.
- Paper files, Digital files, and Correspondence logs.
- Review and approved RFIs and shop drawings.
- Change Orders - Independent cost estimates and recommendations to include change orders ready for execution. Submittal of change order summary report.
- Schedule reports and recommendations.
- Budget reports and cost estimate reviews.
- Progress payment request documents.
- Quality Assurance/Inspection - Photography and videotapes. Project files to include daily inspection reports and correspondence. Testing plan for the project.
- Record drawings.
- Punch list and Notice of Completion/Final Report.

V. Schedule for Consultant Selection

The tentative schedule for selecting a consultant or consultants is outlined below. The actual schedules may vary.

Submit Proposals	April 10th, 2025, by 4 p.m.
Contract/s Awarded	June 2025
Final Design Completed	September 2025
Advertise for Construction	October 2025
Construction Bids Received and Evaluated	November 2025

Construction Contract Awarded	December 2025
Construction Complete	March 2026

VI. Consultant Selection Criteria

Criteria for the selection of the Consultant will include, but not necessarily be limited to, the following:

- Quality and completeness of response to the RFQ (20%);
- Applicable experience of team proposed by the Consultant. Highlight projects this team has worked together on in the past. Provide information on why the experience is relevant, what roles the proposed team members played, this experience should demonstrate your ability to develop effective, real-life solutions for challenging and sometimes highly publicized problems (30%);
- Qualifications of individual(s) proposed for the duties (40%);
- Approach and methodology of how Consultant will meet City's objectives for this project within schedule and on budget (20%).

The selection team will consist of the Director of Public Works, Assistant Director of Public Works, Street Division Superintendent, and Quality Control Technician. The team will evaluate the RFQ's based on the aforementioned items and corresponding percentages. If several firms appear to have similar qualifications the City may request those firms attend an interview and provide a brief presentation.

Fee negotiations will be initiated with the firm(s) found to be most qualified for this work by the selection committee. As part of negotiations, the selected firm(s) will be expected to develop a detailed Scope of Work for the project.

The City reserves the right to accept the firm with the qualifications that best fit the Scope of Services as defined by the City of Greenville and is deemed to be in the best interest of the City; or the City can reject all submittals.

VII. Supervision of Consultant

The Consultant will be under the supervision of the Director of Public Works for the City of Greenville or his designee.

Program Fraud and False or Fraudulent Statements or Related Acts
The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

Access to Records
The following access to records requirements apply to this contract:

(1) The contractor agrees to provide the City of Greenville, the Comptroller General of the United States, or any of their authorized representative's access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
(3) The contractor agrees to provide City access to construction or other work sites pertaining to the work being completed under the contract.

Changes
Any change in the contract cost, modification, change order, or constructive change must be allowable, allocable, within the scope of its funding, grant or cooperative agreement, and reasonable for the completion of project scope. All changes and/or amendments to the contract will be outlined in detail, formalized in writing, and signed by the authorized representative of each party. A Contractor's failure to do so shall constitute a material breach of the contract.

Termination for Convenience (General Provision)
The City may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the City to be paid the Contractor. If the Contractor has any property in its possession belonging to the City, the Contractor will account for the same, and dispose of it in the manner the City directs.

Termination for Default [Breach or Cause] (General Provision)
If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the City may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.
If it is later determined by the City that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the City, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

Opportunity to Cure (General Provision)
The City in its sole discretion may, in the case of a termination for breach or default, allow the Contractor ten (10) calendar days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If Contractor fails to remedy to the City's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) calendar after receipt by Contractor of written notice from the City setting forth the nature of said breach or default, the City shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude the City from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach
In the event that the City elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by the City shall not limit the City's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

Equal Opportunity

"During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor 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, 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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, 3 and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

Energy Conservation

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state conservation plan issued in compliance with the Energy Policy and Conservation Act.

Suspension and Debarment

This Contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

Suspension and Debarment Certification
By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the City. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)
Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

IX. Minority Business Enterprises and Women's Business Enterprises

It is the policy of the City of Greenville to provide minorities and women equal opportunity for participating in all aspects of the City's contracting and procurement programs, including but not limited to, construction projects, supplies and materials purchase, and professional and personal service contracts. In accordance with this policy, the City has adopted a Minority and Women Business Enterprise (MWBE) Plan and subsequent program, outlining verifiable goals.

The City has established a 4% Minority Business Enterprise (MBE) and 4% Women Business Enterprise (WBE) goal for the participation of MWBE firms in supplying goods and services for the completion of this project. All firms submitting qualifications and/or proposals agree to employ "good faith efforts" towards achieving these goals and supply other information as requested in the "MWBE Professional Services Forms" included in Appendix B. Failure to complete the MWBE forms may be cause to deem the submittal nonresponsive.

Questions regarding the City's MWBE Program should be directed to the MWBE Office at (252) 329-4862.

X. Equal Employment Opportunity

The City has adopted an Equal Employment Opportunity Clause, which is incorporated into all specifications, purchase orders, and contracts, whereby a vendor agrees not to discriminate against any employee or

applicant for employment on the basis of race, color, religion, sex, national origin or ancestry. By submitting qualifications and/or proposals, the firm is attesting that they are an Equal Opportunity Employer.

Federal law (Rehabilitation Act and ADA) prohibits handicapped discrimination by all governmental units. By submitting a proposal, the vendor is attesting to its policy of nondiscrimination regarding the handicapped.

XI. E-Verify Compliance

By submitting a proposal, consultant acknowledges that compliance with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes is required by the Consultant and its Sub consultant by North Carolina law and the provisions of the Contract Documents. The Consultant represents that the Consultant and its Sub consultant are in compliance with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Article 2 of Chapter 64 of the North Carolina General Statutes requires employers, that transact business in the State of North Carolina and employ 25 or more employees in the State of North Carolina, to electronically verify the legal employment status of an employee through the federal E-Verify program after hiring the employee to work in the State of North Carolina.

XII. Iran Divestment Act

As a result of the Iran Divestment Act of 2015 (Act), Article 6E, N.C. General Statute § 147-86.55, the State Treasurer published the Final Divestment List (List) which includes the final companies and persons engaged in investment activities in Iran and will be updated every 180 days. The list can be found at https://www.nctreasurer.com/inside-the-department/OpenGovernment/Pages/Iran-Divestment-Act-Resources.aspx.

By submitting the Proposal, the Consultant certifies that, as of the date of this bid, it is not on the then current List created by the State Treasurer. The Consultant must notify the Department immediately if, at any time before the award of the contract, it is added to the List.

As an ongoing obligation, the Consultant must notify the Department immediately if, at any time during the contract term, it is added to the List. Consistent with § 147-86.59, the Consultant shall not contract with any person to perform a part of the work if, at any time the subcontract is signed, that person is on the then-current List.

During the term of the Contract, should the Department receive information that a person is in violation of the Act as stated above, the Department will take action as appropriate and provided for by law, rule or contract.

XIII. Title VI of the Civil Rights Act of 1964 Nondiscrimination Provisions, Appendices A &E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1) Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

(2) Nondiscrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, creed (religion), low-income, limited English proficiency, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

(3) Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

(4) Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the USDOT to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the USDOT, as appropriate, and will set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to:
withholding payments to the contractor under the contract until the contractor complies; and/or
cancelling, terminating, or suspending a contract, in whole or in part.

(6) Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the USDOT may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities

Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);

Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;

The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);

Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;

The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq);

Federal transit laws, specifically 49 U.S.C. § 5332 (prohibiting discrimination based on race, color, religion, national origin, sex (including gender identity), disability, age, employment, or business opportunity).

XV. Other Requirements

Review of Professional Services Contract

Attachment C contains the City of Greenville's standard professional services contract for your review. Please direct all questions and concerns about the terms and conditions in the standard contract to the City Attorney's Office at (252) 329-4426.

Insurance

The City of Greenville requires the selected firm to have a minimum of $1,000,000 of professional errors and omissions insurance prior to entering into an agreement with the City.

Acceptance of Terms

Submission of qualifications shall constitute acknowledgment and acceptance of all terms and conditions hereinafter set forth in the RFQ unless otherwise expressly stated in the submittal.

Financial Responsibility

The firm making the proposal understands and agrees that the City shall have no financial responsibility for any costs incurred by the firm in responding to this RFQ prior to the issuing of an agreement. This includes but is not limited to costs related to site visit(s) and estimate preparation(s) for contract negotiations.

Conflict of Interest

Each proposer shall affirm that no official or employee of the City of Greenville is directly or indirectly interested in this proposal for any reason of personal gain.

New Vendors, Including Subcontractors/Consultants

All new vendors, including subcontractors/consultants, must register with the City of Greenville's online portal prior to the rendering of goods or services. *Subcontractors/Consultants must register as a vendor with the City. The subcontractors/consultants Registration as a vendor with the City of Greenville is the responsibility of prime or

subcontractor/consultant, and requires the prospective new vendor to will need to submit a W-9, and complete the registration through the City's vendor portal at the following web address: https://selfservice.greenvillenc.gov/vss/Vendors/default.aspx.

XIV. Proposal Submission and Deadline

The following information should be included in the submittal:

- Corporate Profile
- Highlight Project Team, include:
  - organizational chart,
  - availability,
  - expertise of key team members; and
  - previous experience on similar projects (provide client name and contact information, estimated and realized design/construction cost and schedule)
- Approach or methodology to accomplish objectives specific to this project
- Proposed man-hour estimate

Detailed approaches, scopes, and fees will be developed during contract negotiations with the selected firm prior to initiation of each task order. Fees are not required for submission on this RFQ.

Interested firms are invited to submit one electronic copy of their proposal no later than 4:00 pm, April 3rd 2025 at 4 p.m. to the following address: Drop Box Address:

https://www.dropbox.com/request/U6iEIu4ZZkjJ1heeODEK

For questions regarding this Request for Qualifications, contact Gentry Coward at (252) 329-4050 or gcoward@greenvillenc.gov.

Attachment A

NC DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS
STRUCTURE MANAGEMENT UNIT

ATTENTION: CITY OF GREENVILLE; MUNICIPAL PARS SUBMITTED; SALVAGE BEAMS

Structure Safety Report

Municipal Routine Element Inspection - Contract

STRUCTURE NUMBER: 730469 **SAP STRUCTURE NO:** 0740469 **FHWA STRUCTURE NO:** 000000001470469

DIVISION: 2 **COUNTY:** PITT **INSPECTION DATE:** 03/14/2024 **FREQUENCY:** 24 MONTHS

FACILITY CARRIED: KENSINGTON DR. **MILE POST:**

LOCATION: 100' W.JCT.OXFORD RD.

FEATURE INTERSECTED: BELLS BRANCH

LATITUDE: 35° 35' 15.26" **LONGITUDE:** 77° 19' 54.51"

SUPERSTRUCTURE: REINFORCED CONCRETE FLOOR ON CONT. SALVAGED I-BEAM,SIP FORMS
REINFORCED CONCRETE FLOOR ON CONT.I-BEAM,SIP FORMS

SUBSTRUCTURE: E.BTS&BT:STEEL CAPS/TIMBER PILES

SPANS: 2 SPANS. SEE SPAN PROFILE SHEET FOR SPAN DETAILS

☐ FRACTURE CRITICAL ☐ TEMPORARY SHORING ☐ SCOUR CRITICAL ☑ SCOUR PLAN OF ACTION

GRADES: (Inspector/NBI Coding) **DECK** 7 / 7 **SUPERSTRUCTURE** 5 / 5 **SUBSTRUCTURE** 5 / 5 **CULVERT** N / N

POSTED SV: 23 **POSTED TTST:** 31

OTHER SIGNS PRESENT: (4) DELINEATORS, (2) WEIGHT LIMIT

LOOKING EAST

Sign noticed issued for		Number Required
NO	WEIGHT LIMIT	0
NO	DELINEATORS	0
NO	NARROW BRIDGE	0
NO	ONE LANE BRIDGE	0
NO	LOW CLEARANCE	0

DIRECTION OF INSPECTION W-E

DIRECTION MATCHES PLANS

INSPECTED BY	SIGNATURE	ASSISTED BY
JEREMY ABREU	JA	FRANCESCO GAETANO

NATIONAL BRIDGE INVENTROY ----- STRUCTURE INVENTORY AND APPRAISAL

03/15/2024

IDENTIFICATION

(1) STATE NAME NORTH CAROLINA	BRIDGE	730469
(8) STRUCTURE NUMBER (FEDERAL)		1470469
(5) INVENTORY ROUTE (ON/UNDER) ON		50000000
(2) STATE HIGHWAY DEPARTMENT DISTRICT		2
(3) COUNTY CODE (FEDERAL) 147	(4) PLACE CODE	28080
(6) FEATURE INTERSECTED BELLS BRANCH		
(7) FACILITY CARRIED KENSINGTON DR.		
(9) LOCATION 100' W.JCT.OXFORD RD.		
(11) MILEPOINT		0.0
(12) BASE HIGHWAY NETWORK		0
(13) LRS INVENTORY ROUTE & SUBROUTE		0
(16) LATITUDE 35° 35' 15.26"	(17) LONGITUDE	77° 19' 54.51"
(98) BORDER BRIDGE STATE CODE	PERCENT SHARED	
(99) BORDER BRIDGE STRUCTURE NUMBER		

STRUCTURE TYPE AND MATERIAL

(43) STRUCTURE TYPE MAIN	Steel Continuous	
TYPE	Stringer/Multi-beam or girder CODE	402
(44) STRUCTURE TYPE APPROACH		
TYPE	CODE	0
(45) NUMBER OF SPANS IN MAIN UNIT		2
(46) NUMBER OF SPANS IN APPROACH		0
(107) DECK STRUCTURE TYPE	CODE	1
(108)WEARING SURFACE/PROTECTIVE SYSTEM		
(A) TYPE OF WEARING SURFACE	CODE	6
(B) TYPE OF MEMBRANE	CODE	0
(C) TYPE OF DECK PROTECTION	CODE	0

AGE AND SERVICE

(27) YEAR BUILT		1994
(106) YEAR RECONSTRUCTED		0
(42) TYPE OF SERVICE ON -	Highway - Pedestrian	
OFF -	Waterway CODE	55
(28) LANES ON STRUCTURE 2	LANES UNDER STRUCTURE	0
(29) AVERAGE DAILY TRAFFIC		100
(30) YEAR OF ADT 1994	(109) TRUCK ADT PCT	7
(19) BYPASS OR DETOUR LENGTH		3.0

GEOMETRIC DATA

(48) LENGTH OF MAXIMUM SPAN		21.0
(49) STRUCTURE LENGTH		47.0
(50) CURB OR SIDEWALK: LEFT 0.0	RIGHT	5.0
(51) BRIDGE ROADWAY WIDTH, CURB TO CURB		27.0
(52) DECK WIDTH OUT TO OUT		34.7
(32) APPROACH ROADWAY WITH (W/ SHOULDERS)		25.0
(33) BRIDGE MEDIAN No median	CODE	0
(34) SKEW 0	(35) STRUCTURE FLARED	1
(10) INVENTORY ROUTE MIN VERT CLEAR		999.9
(47) INVENTORY ROUTE TOTAL HORIZ CLEAR		27.0
(53) MIN VERT CLEAR OVER BRIDGE RDWY		999.9
(54) MIN VERT UNDERCLEAR: REFERENCE N		0.0
(55) MIN LAT UNDERCLEARANCE RT: REFERENCE N		0.0
(56) MIN LAT UNDERCLEARANCE LT:		0.0

NAVIGATION DATA

(38) NAVIGATION CONTROL -	CODE	0
(111) PIER PROTECTION	CODE	
(39) NAVIGATION VERTICAL CLEARANCE		0.0
(116) VERT - LIFT BRIDGE NAV MIN VERT CLEAR		0.0
(40) NAVIGATION HORIZONTAL CLEARANCE		0.0

SUFFICIENCY RATING	82.69
STATUS =	

CLASSIFICATION

		CODE
(112) NBIS BRIDGE SYSTEM		Y
(104) HIGHWAY SYSTEM	Inventory Route not on NHS	0
(26) FUNCTIONAL CLASS	Urban Local	19
(100) STRAHNET HIGHWAY	Not a STRAHNET Route	0
(101) PARALLEL STRUCTURE	No parallel structure exists	N
(102) DIRECTION OF TRAFFIC	2-way traffic	2
(103) TEMPORARY STRUCTURE		
(110) DESIGNATED NATIONAL NETWORK	Inventory Route not on national network for trucks	0
(20) TOLL	On Free Road	3
(21) MAINT -		04
(22) OWNER -		04
(37) HISTORICAL SIGNIFICANCE -		5

CONDITION

	CODE
(58) DECK	7
(59) SUPERSTRUCTURE	5
(60) SUBSTRUCTURE	5
(61) CHANNEL & CHANNEL PROTECTION	6
(62) CULVERTS	N

LOAD RATING AND POSTING

		CODE
(31) DESIGN LOAD	Unknown	0
(63) OPERATING RATING METHOD -	Load Factor	1
(64) OPERATING RATING -	HS-27	48
(65) INVENTORY RATING METHOD -		1
(66) INVENTORY RATING	HS-16	28
(70) BRIDGE POSTING	Posting Required	3
(41) STRUCTURE OPEN, POSTED, OR CLOSED		P
DESCRIPTION	Posted for Load	

APPRAISAL

	CODE
(67) STRUCTURAL EVALUATION	5
(68) DECK GEOMETRY	N
(69) UNDERCLEARANCES, VERT & HORIZ	N
(71) WATERWAY ADEQUACY	7
(72) APPROACH ROADWAY ALIGNMENT	8
(36) TRAFFIC SAFETY FEATURES	7
(113) SCOUR CRITICAL BRIDGES	U

PROPOSED IMPROVEMENTS

(75) TYPE OF WORK	CODE
(76) LENGTH OF STRUCTURE IMPROVEMENT	
(94) BRIDGE IMPROVEMENT COST	
(95) ROADWAY IMPROVEMENT COST	
(96) TOTAL PROJECT COST	
(97) YEAR OF IMPROVEMENT COST ESTIMATE	
(114) FUTURE ADT 200	YEAR OF FUTURE ADT 2040

INSPECTION

(90) INSPECTION DATE	(91) FREQUENCY
(92) CRITICAL FEATURE INSPECTION	(93) CFI DATE
A) FRACTURE CRIT DETAIL	A)
B) UNDERWATER INSP	B)
C) OTHER SPECIAL INSP	C)
SCOUR	

Superstructure Build Details

Span Number 1 **Span Length** 23.500 **Skew** 90.000

Number of Items	Type of Component	Element Name	Quantity		Protective System Applied	Quantity (Sq Ft)
1	Weight Limit	Regulatory Sign	1	Each		
1	Asphalt Wearing Surface	Wearing Surface	564	Square Feet		
1	Reinforced Concrete Deck	Reinforced Concrete Deck	815	Square Feet		
2	Delineator	Warning Signs	2	Each		
2	Aluminum Bridge Rail	Metal Bridge Railing	48	Feet		
9	Plate Girder	Steel Open Girder/Beam	405	Feet	Legacy Non Lead Primer System with various Topcoats	1917

Span Number 2 **Span Length** 23.500 **Skew** 90.000

Number of Items	Type of Component	Element Name	Quantity		Protective System Applied	Quantity (Sq Ft)
1	Weight Limit	Regulatory Sign	1	Each		
1	Asphalt Wearing Surface	Wearing Surface	564	Square Feet		
1	Reinforced Concrete Deck	Reinforced Concrete Deck	815	Square Feet		
2	Delineator	Warning Signs	2	Each		
2	Steel Rail	Metal Bridge Railing	48	Feet		

Structure Element Scoring

Structure Number: **730469**

Inspection Date **3/14/2024**

Element Number	Parent Number	Element Name	Location	Total Quantity	Level 1 Quantity	Level 2 Quantity	Level 3 Quantity	Level 4 Quantity
12		Reinforced Concrete Deck	Deck	1,630	1,483	147	0	0
107		Steel Open Girder/Beam	Beam	405	241	77	16	71
515	107	Steel Protective Coating	Beam	1,917	1,602	0	0	315
216		Timber Abutment	Abutments	82	77	5	0	0
228		Timber Pile	Piles and Columns	18	2	13	3	0
231		Steel Pier Cap	Caps	104	0	51	0	53
515	231	Steel Protective Coating	Caps	729	399	150	0	180
330		Metal Bridge Railing	Bridge Rail	96	96	0	0	0
510		Wearing Surface	Wearing Surfaces	1,128	580	230	318	0
601		Regulatory Sign	Ground Mounted Signs	2	2	0	0	0
602		Warning Signs	Ground Mounted Signs	4	4	0	0	0

Summary of Maintenance Needs

Maintenance By Defect

Structure Number: **730469**

Inspection Date: **03/14/2024**

MMS Code	Element Name	Defect Name	Recommended Quantity
3326	Reinforced Concrete Deck	Cracking (RC and Other)	20 Square Feet
3314	Steel Open Girder/Beam	Corrosion	133 Feet
3344	Timber Pile	Check/Shake	1 Each
3354	Steel Pier Cap	Corrosion	53 Feet
2816	Wearing Surface	Crack (Wearing Surface)	532 Square Feet
2816	Wearing Surface	Patched Area/Pothole (Wearing Surface)	16 Square Feet
3342	Steel Protective Coating	Effectiveness (Steel Protective Coatings)	315 Square Feet
3342	Steel Protective Coating	Effectiveness (Steel Protective Coatings)	330 Square Feet

Element Structure Maintenance Quantities

Structure Number: **730469**

Inspection Date **03/14/2024**

Location	MMS Code	Description	Maint Quantity	Total Quantity	Severe Quantity	Poor Quantity	Fair Quantity	Good Quantity
Beam	3314	Maintenance Steel Superstructure Components	133	405	71.000	16.000	77.000	241.000
Beam	3342	Clean and Paint Steel	315	1917	315.000	0.000	0.000	1602.000
Bridge Rail	3322	Maintenance of Steel Bridge Rail	0	48	0.000	0.000	0.000	48.000
Bridge Rail	3322	Maintenance of Steel Bridge Rail	0	48	0.000	0.000	0.000	48.000
Deck	3326	Maintenance of Concrete Deck	20	1630	0.000	0.000	147.000	1483.000
Ground Mounted Signs	3250	Install or Replace Ground Mounted Signs	0	2	0.000	0.000	0.000	2.000
Ground Mounted Signs	3250	Install or Replace Ground Mounted Signs	0	4	0.000	0.000	0.000	4.000
Wearing Surfaces	2816	Asphalt Surface Repair	548	1128	0.000	318.000	230.000	580.000
Abutments	3346	Maintenance of Timber Bulkheads or Wingwalls	0	82	0.000	0.000	5.000	77.000
Caps	3342	Clean and Paint Steel	330	729	180.000	0.000	150.000	399.000
Caps	3354	Maintenance of Steel Substructure Components	53	104	53.000	0.000	51.000	0.000
Piles and Columns	3344	Maintenance To Timber Substructure	1	18	0.000	3.000	13.000	2.000

Priority Actions Request

Structure Number 730469

Span1

3314 **Beam 1** Plate Girder

Priority Level	Defect Type	Quantity	Defect Description
2	Corrosion	4	Span 1 Beam 1: RUST SCALE ON TOP FLANGE OF END DIAPHRAGM BETWEEN BEAMS 1 AND 2 AT END BENT 1 WITH 1/4 INCHES REMAINING. (MUNICIPAL PAR)
2	Corrosion	4	Span 1 Beam 1: 4 FEET OF RUST SCALE IN TOP AND BOTTOM FLANGES WITH UP TO FULL HEIGHT LIGHT SCALING IN THE WEB AT END BENT 1 WITH 1/4 INCHES REMAINING IN THE BOTTOM FLANGE, 3/8 INCHES REMAINING IN THE TOP FLANGE, AND NO MEASURABLE SECTION LOSS IN THE WEB. (MUNICIPAL PAR)

3314 **Beam 2** Plate Girder

Priority Level	Defect Type	Quantity	Defect Description
2	Corrosion	4	Span 1 Beam 2: RUST SCALE ON TOP FLANGE OF END DIAPHRAGM AT END BENT 2 WITH 5/16 INCHES REMAINING. (MUNICIPAL PAR)
2	Corrosion	5	Span 1 Beam 2: 5 FEET OF RUST SCALE IN TOP FLANGE AT END BENT 2 WITH 3/16 INCHES REMAINING IN THE TOP FLANGE. (MUNICIPAL PAR)
2	Corrosion	4	Span 1 Beam 2: 4 FEET OF RUST SCALE IN TOP AND BOTTOM FLANGES AND UP TO FULL HEIGHT IN THE WEB AT END BENT 1 WITH 1/4 INCHES REMAINING IN THE BOTTOM FLANGE, 3/16 INCHES REMAINING IN THE TOP FLANGE, AND 1/4 INCHES REMAINING IN THE WEB. (MUNICIPAL PAR)

3314 **Beam 3** Plate Girder

Priority Level	Defect Type	Quantity	Defect Description
2	Corrosion	4	Span 1 Beam 3: 4 FEET OF RUST SCALE IN TOP AND BOTTOM FLANGES AND UP TO FULL HEIGHT IN THE WEB AT END BENT 1 WITH 1/4 INCHES REMAINING IN THE BOTTOM FLANGE, 1/4 INCHES REMAINING IN THE TOP FLANGE, AND 5/16 INCHES REMAINING IN THE WEB. (MUNICIPAL PAR)
2	Corrosion	5	Span 1 Beam 3: 5 FEET OF RUST SCALE IN TOP AND BOTTOM FLANGES AND UP TO 5 INCHES IN THE WEB AT END BENT 2 WITH 3/8 INCHES REMAINING IN THE BOTTOM FLANGE, 3/16 INCHES REMAINING IN THE TOP FLANGE, AND NO MEASURABLE SECTION LOSS IN THE WEB. (MUNICIPAL PAR)

3314 **Beam 4** Plate Girder

Priority Level	Defect Type	Quantity	Defect Description
2	Corrosion	4	Span 1 Beam 4: RUST SCALE ON TOP AND BOTTOM FLANGES OF END DIAPHRAGM AT END BENT 2 WITH 5/16 INCHES REMAINING IN THE TOP FLANGE AND 3/16 INCHES REMAINING IN THE BOTTOM FLANGE. (MUNICIPAL PAR)
2	Corrosion	6	Span 1 Beam 4: 6 FEET OF RUST SCALE IN TOP AND BOTTOM FLANGES AND UP TO 6 INCHES IN THE WEB AT END BENT 2 WITH 1/4 INCHES REMAINING IN THE BOTTOM FLANGE, 1/4 INCHES REMAINING IN THE TOP FLANGE, AND 1/4 INCHES REMAINING IN THE WEB. (MUNICIPAL PAR)
2	Corrosion	5	Span 1 Beam 4: 4.5 FEET OF RUST SCALE IN TOP AND BOTTOM FLANGES AND UP TO 4 INCHES IN THE WEB AT END BENT 1 WITH 5/16 INCHES REMAINING IN THE BOTTOM FLANGE, 3/8 INCHES REMAINING IN THE TOP FLANGE, AND NO MEASURABLE SECTION LOSS IN THE WEB. (MUNICIPAL PAR)

? Priority Action Request (PAR) 1 Assigned Routine Maintenance 2 Assigned Priority Maintenance 3 Assigned Critical Find

Priority Actions Request

Structure Number **730469**

3314 **Beam 5** Plate Girder

Priority Level	Defect Type	Quantity	Defect Description
2	Corrosion	6	Span 1 Beam 5: 5.5 FEET OF RUST SCALE IN TOP AND BOTTOM FLANGES AND UP TO 5 INCHES IN THE WEB AT END BENT 2 WITH 1/4 INCHES REMAINING IN THE BOTTOM FLANGE, 1/8 INCHES REMAINING IN THE TOP FLANGE, AND 1/4 INCHES REMAINING IN THE WEB. (MUNICIPAL PAR)
2	Corrosion	5	Span 1 Beam 5: 4.5 FEET OF RUST SCALE IN TOP AND BOTTOM FLANGES AND UP TO 5 INCHES IN THE WEB AT END BENT 1 WITH 5/16 INCHES REMAINING IN THE BOTTOM FLANGE, 1/3 INCHES REMAINING IN THE TOP FLANGE, AND NO MEASURABLE SECTION LOSS IN THE WEB. (MUNICIPAL PAR)

3314 **Beam 6** Plate Girder

Priority Level	Defect Type	Quantity	Defect Description
2	Corrosion	3	Span 1 Beam 6: 3 FEET OF RUST SCALE IN TOP AND BOTTOM FLANGES AT END BENT 2 WITH 5/16 INCHES REMAINING IN THE BOTTOM FLANGE AND 1/8 INCHES REMAINING IN THE TOP FLANGE. (MUNICIPAL PAR)
2	Corrosion	4	Span 1 Beam 6: 4 FEET OF RUST SCALE IN TOP AND BOTTOM FLANGES AND UP TO FULL HEIGHT IN THE WEB AT END BENT 1 WITH 3/16 INCHES REMAINING IN THE BOTTOM FLANGE, 1/4 INCHES REMAINING IN THE TOP FLANGE, AND NO MEASURABLE SECTION LOSS IN THE WEB. (MUNICIPAL PAR)

3314 **Beam 7** Plate Girder

Priority Level	Defect Type	Quantity	Defect Description
2	Corrosion	4	Span 1 Beam 7: RUST SCALE ON TOP FLANGE OF END DIAPHRAGM BETWEEN BEAMS 7 AND 8 AT END BENT 1 WITH 5/16 INCHES REMAINING. (MUNICIPAL PAR)
2	Corrosion	3	Span 1 Beam 7: 2.5 FEET OF RUST SCALE IN TOP AND BOTTOM FLANGES AT END BENT 2 WITH 5/16 INCHES REMAINING IN THE BOTTOM FLANGE AND 1/4 INCHES REMAINING IN THE TOP FLANGE. (MUNICIPAL PAR)
2	Corrosion	4	Span 1 Beam 7: 3.5 FEET OF RUST SCALE IN TOP AND BOTTOM FLANGES AT END BENT 1 WITH 5/16 INCHES REMAINING IN THE BOTTOM FLANGE AND NO MEASURABLE SECTION LOSS IN THE TOP FLANGE. (MUNICIPAL PAR)

3314 **Beam 8** Plate Girder

Priority Level	Defect Type	Quantity	Defect Description
2	Corrosion	2	Span 1 Beam 8: 2 FEET OF RUST SCALE IN TOP FLANGE AT END BENT 2 WITH 5/16 INCHES REMAINING. (MUNICIPAL PAR)
2	Corrosion	4	Span 1 Beam 8: RUST SCALE ON TOP FLANGE OF END DIAPHRAGM BETWEEN BEAMS 8 AND 9 AT END BENT 1 WITH 5/16 INCHES REMAINING. (MUNICIPAL PAR)
2	Corrosion	4	Span 1 Beam 8: 4 FEET OF RUST SCALE IN TOP AND BOTTOM FLANGES AND UP TO FULL HEIGHT IN THE WEB AT END BENT 1 WITH 5/16 INCHES REMAINING IN THE BOTTOM FLANGE, 1/4 INCHES REMAINING IN THE TOP FLANGE, AND NO MEASURABLE SECTION LOSS IN THE WEB. (MUNICIPAL PAR)

3314 **Beam 9** Plate Girder

Priority Actions Request

Structure Number 730469

Priority Level	Defect Type	Quantity	Defect Description
2	Corrosion	3	Span 1 Beam 9: 2.5 FEET OF RUST SCALE IN TOP AND BOTTOM FLANGES AT END BENT 1 WITH 1/4 INCHES REMAINING IN THE BOTTOM FLANGE AND NO MEASURABLE SECTION LOSS IN THE TOP FLANGE. (MUNICIPAL PAR)

Bent 1

3354 **Cap 1** Steel Pier Cap

Priority Level	Defect Type	Quantity	Defect Description
2	Corrosion	28	End Bent 1 Cap 1: CORROSION WITH SECTION LOSS IN THE TOP FLANGE, WEB, AND BOTTOM FLANGE BETWEEN PILES 1 AND 6. TOP AND BOTTOM FLANGES HAVE 1/2 INCHES THICKNESS REMAINING OVER THE FULL WIDTH. WEB HAS 5/8 INCHES THICKNESS REMAINING IN THE LOWER 6 INCHES. (MUNICIPAL PAR)

Bent 2

3354 **Cap 1** Steel Pier Cap

Priority Level	Defect Type	Quantity	Defect Description
2	Corrosion	25	End Bent 2 Cap 1: CORRROSION WITH SECTION LOSS IN THE TOP FLANGE, WEB, AND BOTTOM FLANGE BETWEEN PILES 1 AND 5. 5/8 INCHES THICKNESS REMAINS IN THE FULL WIDTH OF THE TOP AND BOTTOM FLANGES. 5/8 INCHES THICKNESS REMAINS IN THE FULL HEIGHT OF THE WEB. (MUNICIPAL PAR)

Element Condition and Maintenance Data

Structure Number: 730469 Inspection Date: 03/14/2024

Span 1 Deck

Reinforced Concrete Deck

Element Number	Element Name	Total Qty	CS1 Qty	CS2 Qty	CS3 Qty	CS4 Qty	
12	Reinforced Concrete Deck	815	736	79	0	0	Square Feet

Element Number	Defect Type	Defect Description	CS	CS Qty	Maint Qty	
☑ 12	Cracking (RC and Other)	HAIRLINE MAP CRACKING IN LEFT CONCRETE CURB, FULL LENGTH	2	21	0	Square Feet
☑ 12	Cracking (RC and Other)	HAIRLINE MAP CRACKING SCATTERED THROUGHOUT THE LEFT END POST AT END BENT 1.	2	2	0	Square Feet
☑ 12	Cracking (RC and Other)	EXPOSED LEFT SHOULDERS IN THE TOP OF THE DECK HAS SCATTERED TRANSVERSE HAIRLINE CRACKS UP TO 1.5 FT LONG	2	14	0	Square Feet
☑ 12	Efflorescence/Rust Staining	TOP OF RIGHT CURB AND SIDEWALK HAVE HAIRLINE MAP CRACKING WITH EFFLORESCENCE FOR THE FULL LENGTH.	2	21	0	Square Feet
☑ 12	Efflorescence/Rust Staining	UP TO 1/32 INCHES MAP CRACKING, SOME WITH EFFLORESCENCE, SCATTERED THROUGHOUT THE RIGHT END POST AT END BENT 1.	2	21	0	Square Feet
☐ 12	Damage	[DEFECT MOVED TO GENERAL COMMENTS] CORROSION, NO SECTION LOSS, IN THE STAY-IN-PLACE FORMS IN THE UNDERSIDE OF THE DECK IN ALL BAYS AT END BENT 1	1	0	0	Square Feet

General Comments

STAY-IN-PLACE FORMS HAVE CORROSION WITH COMPLETE SECTION LOSS AT RANDOM THROUGHOUT DECK

Span 1 Beam 1

Plate Girder

Element Number	Element Name	Total Qty	CS1 Qty	CS2 Qty	CS3 Qty	CS4 Qty	
107	Steel Open Girder/Beam	45	0	35	6	4	Feet
515	Steel Protective Coating	213	148	0	0	65	Square Feet

Element Number	Defect Type	Defect Description	CS	CS Qty	Maint Qty	
☑ 107	Corrosion	RUST SCALE ON TOP FLANGE OF END DIAPHRAGM BETWEEN BEAMS 1 AND 2 AT END BENT 1 WITH 1/4 INCHES REMAINING. (MUNICIPAL PAR)	4	0	4	Feet
☑ 107	Corrosion	4 FEET OF RUST SCALE IN TOP AND BOTTOM FLANGES WITH UP TO FULL HEIGHT LIGHT SCALING IN THE WEB AT END BENT 1 WITH 1/4 INCHES REMAINING IN THE BOTTOM FLANGE, 3/8 INCHES REMAINING IN THE TOP FLANGE, AND NO MEASURABLE SECTION LOSS IN THE WEB. (MUNICIPAL PAR)	4	4	4	Feet
☑ 107	Corrosion	5.5 FEET OF LIGHT SCALING IN TOP AND BOTTOM FLANGES AND UP TO 4 INCHES IN THE WEB AT END BENT 2 WITH 3/8 INCHES REMAINING IN THE BOTTOM FLANGE, 3/8 INCHES REMAINING IN THE TOP FLANGE, AND NO MEASURABLE SECTION LOSS IN THE WEB.	3	6	6	Feet
☑ 107	Corrosion	SURFACE RUST THROUGHOUT TOP FLANGE.	2	35	0	Feet
☑ 107	Corrosion	SURFACE RUST ON TOP FLANGE OF END DIAPHRAGM BETWEEN BEAMS 1 AND 2 AT END BENT 2.	2	0	0	Feet
☑ 515	Effectiveness (Steel Protective Coatings)	FAILED COATING	4	65	65	Square Feet

Structure Number: 730469 Inspection Date: 03/14/2024

General Comments

Span 1 Beam 2

Plate Girder

Element Number	Element Name	Total Qty	CS1 Qty	CS2 Qty	CS3 Qty	CS4 Qty	
107	Steel Open Girder/Beam	45	34	0	1	10	Feet
515	Steel Protective Coating	213	188	0	0	25	Square Feet

Element Number	Defect Type	Defect Description	CS	CS Qty	Maint Qty	
☑ 107	Corrosion	RUST SCALE ON TOP FLANGE OF END DIAPHRAGM AT END BENT 2 WITH 5/16 INCHES REMAINING. (MUNICIPAL PAR)	4	1	4	Feet
☑ 107	Corrosion	5 FEET OF RUST SCALE IN TOP FLANGE AT END BENT 2 WITH 3/16 INCHES REMAINING IN THE TOP FLANGE. (MUNICIPAL PAR)	4	5	5	Feet
☑ 107	Corrosion	4 FEET OF RUST SCALE IN TOP AND BOTTOM FLANGES AND UP TO FULL HEIGHT IN THE WEB AT END BENT 1 WITH 1/4 INCHES REMAINING IN THE BOTTOM FLANGE, 3/16 INCHES REMAINING IN THE TOP FLANGE, AND 1/4 INCHES REMAINING IN THE WEB. (MUNICIPAL PAR)	4	4	4	Feet
☑ 107	Corrosion	HEAVY RUST SCALING ON TOP AND BOTTOM FLANGES AND WEB OF END DIAPHRAGM BETWEEN BEAMS 2 AND 3 AT END BENT 1.	3	1	4	Feet
☑ 515	Effectiveness (Steel Protective Coatings)	FAILED COATING	4	25	25	Square Feet

General Comments

Span 1 Beam 3

Plate Girder

Element Number	Element Name	Total Qty	CS1 Qty	CS2 Qty	CS3 Qty	CS4 Qty	
107	Steel Open Girder/Beam	45	34	0	2	9	Feet
515	Steel Protective Coating	213	188	0	0	25	Square Feet

Element Number	Defect Type	Defect Description	CS	CS Qty	Maint Qty	
☑ 107	Corrosion	4 FEET OF RUST SCALE IN TOP AND BOTTOM FLANGES AND UP TO FULL HEIGHT IN THE WEB AT END BENT 1 WITH 1/4 INCHES REMAINING IN THE BOTTOM FLANGE, 1/4 INCHES REMAINING IN THE TOP FLANGE, AND 5/16 INCHES REMAINING IN THE WEB. (MUNICIPAL PAR)	4	4	4	Feet
☑ 107	Corrosion	5 FEET OF RUST SCALE IN TOP AND BOTTOM FLANGES AND UP TO 5 INCHES IN THE WEB AT END BENT 2 WITH 3/8 INCHES REMAINING IN THE BOTTOM FLANGE, 3/16 INCHES REMAINING IN THE TOP FLANGE, AND NO MEASURABLE SECTION LOSS IN THE WEB. (MUNICIPAL PAR)	4	5	5	Feet
☑ 107	Corrosion	LIGHT SCALING ON TOP AND BOTTOM FLANGES OF END DIAPHRAGM BETWEEN BEAMS 3 AND 4 AT END BENT 1.	3	1	4	Feet
☑ 107	Corrosion	LIGHT SCALING ON TOP AND BOTTOM FLANGES OF END DIAPHRAGM BETWEEN BEAMS 3 AND 4 AT END BENT 2.	3	1	4	Feet

☑ 515	Effectiveness (Steel Protective Coatings)	FAILED COATING	4	25	25	Square Feet

General Comments

Span 1 Beam 4

Plate Girder

Element Number	Element Name	Total Qty	CS1 Qty	CS2 Qty	CS3 Qty	CS4 Qty	
107	Steel Open Girder/Beam	45	32	0	1	12	Feet
515	Steel Protective Coating	213	183	0	0	30	Square Feet

Element Number	Defect Type	Defect Description	CS	CS Qty	Maint Qty	
☑ 107	Corrosion	RUST SCALE ON TOP AND BOTTOM FLANGES OF END DIAPHRAGM AT END BENT 2 WITH 5/16 INCHES REMAINING IN THE TOP FLANGE AND 3/16 INCHES REMAINING IN THE BOTTOM FLANGE. (MUNICIPAL PAR)	4	1	4	Feet
☑ 107	Corrosion	6 FEET OF RUST SCALE IN TOP AND BOTTOM FLANGES AND UP TO 6 INCHES IN THE WEB AT END BENT 2 WITH 1/4 INCHES REMAINING IN THE BOTTOM FLANGE, 1/4 INCHES REMAINING IN THE TOP FLANGE, AND 1/4 INCHES REMAINING IN THE WEB. (MUNICIPAL PAR)	4	6	6	Feet
☑ 107	Corrosion	4.5 FEET OF RUST SCALE IN TOP AND BOTTOM FLANGES AND UP TO 4 INCHES IN THE WEB AT END BENT 1 WITH 5/16 INCHES REMAINING IN THE BOTTOM FLANGE, 3/8 INCHES REMAINING IN THE TOP FLANGE, AND NO MEASURABLE SECTION LOSS IN THE WEB. (MUNICIPAL PAR)	4	5	5	Feet
☑ 107	Corrosion	LIGHT SCALING ON TOP AND BOTTOM FLANGES OF END DIAPHRAGM BETWEEN BEAMS 4 AND 5 AT END BENT 1.	3	1	4	Feet
☑ 515	Effectiveness (Steel Protective Coatings)	FAILED COATING	4	30	30	Square Feet

General Comments

Span 1 Beam 5

Plate Girder

Element Number	Element Name	Total Qty	CS1 Qty	CS2 Qty	CS3 Qty	CS4 Qty	
107	Steel Open Girder/Beam	45	32	0	2	11	Feet
515	Steel Protective Coating	213	183	0	0	30	Square Feet

Element Number	Defect Type	Defect Description	CS	CS Qty	Maint Qty	
☑ 107	Corrosion	5.5 FEET OF RUST SCALE IN TOP AND BOTTOM FLANGES AND UP TO 5 INCHES IN THE WEB AT END BENT 2 WITH 1/4 INCHES REMAINING IN THE BOTTOM FLANGE, 1/8 INCHES REMAINING IN THE TOP FLANGE, AND 1/4 INCHES REMAINING IN THE WEB. (MUNICIPAL PAR)	4	6	6	Feet
☑ 107	Corrosion	4.5 FEET OF RUST SCALE IN TOP AND BOTTOM FLANGES AND UP TO 5 INCHES IN THE WEB AT END BENT 1 WITH 5/16 INCHES REMAINING IN THE BOTTOM FLANGE, 1/3 INCHES REMAINING IN THE TOP FLANGE, AND NO MEASURABLE SECTION LOSS IN THE WEB. (MUNICIPAL PAR)	4	5	5	Feet

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☑ 107	Corrosion	LIGHT SCALING ON TOP FLANGE OF END DIAPHRAGM BETWEEN BEAMS 5 AND 6 AT END BENT 1.	3	1	4	Feet
☑ 107	Corrosion	LIGHT SCALING ON TOP AND BOTTOM FLANGES OF END DIAPHRAGM BETWEEN BEAMS 5 AND 6 AT END BENT 2.	3	1	4	Feet
☑ 515	Effectiveness (Steel Protective Coatings)	FAILED COATING	4	30	30	Square Feet

General Comments

Span 1 — Beam 6

Plate Girder

Element Number	Element Name	Total Qty	CS1 Qty	CS2 Qty	CS3 Qty	CS4 Qty	
107	Steel Open Girder/Beam	45	36	0	2	7	Feet
515	Steel Protective Coating	213	188	0	0	25	Square Feet

Element Number	Defect Type	Defect Description	CS	CS Qty	Maint Qty	
☑ 107	Corrosion	3 FEET OF RUST SCALE IN TOP AND BOTTOM FLANGES AT END BENT 2 WITH 5/16 INCHES REMAINING IN THE BOTTOM FLANGE AND 1/8 INCHES REMAINING IN THE TOP FLANGE. (MUNICIPAL PAR)	4	3	3	Feet
☑ 107	Corrosion	4 FEET OF RUST SCALE IN TOP AND BOTTOM FLANGES AND UP TO FULL HEIGHT IN THE WEB AT END BENT 1 WITH 3/16 INCHES REMAINING IN THE BOTTOM FLANGE, 1/4 INCHES REMAINING IN THE TOP FLANGE, AND NO MEASURABLE SECTION LOSS IN THE WEB. (MUNICIPAL PAR)	4	4	4	Feet
☑ 107	Corrosion	LIGHT SCALING ON TOP AND BOTTOM FLANGES OF END DIAPHRAGM BETWEEN BEAMS 6 AND 7 AT END BENT 1.	3	1	4	Feet
☑ 107	Corrosion	LIGHT SCALING ON TOP AND BOTTOM FLANGES OF END DIAPHRAGM BETWEEN BEAMS 6 AND 7 AT END BENT 2.	3	1	4	Feet
☑ 515	Effectiveness (Steel Protective Coatings)	FAILED COATING	4	25	25	Square Feet

General Comments

Span 1 — Beam 7

Plate Girder

Element Number	Element Name	Total Qty	CS1 Qty	CS2 Qty	CS3 Qty	CS4 Qty	
107	Steel Open Girder/Beam	45	36	0	1	8	Feet
515	Steel Protective Coating	213	188	0	0	25	Square Feet

Element Number	Defect Type	Defect Description	CS	CS Qty	Maint Qty	
☑ 107	Corrosion	RUST SCALE ON TOP FLANGE OF END DIAPHRAGM BETWEEN BEAMS 7 AND 8 AT END BENT 1 WITH 5/16 INCHES REMAINING. (MUNICIPAL PAR)	4	1	4	Feet
☑ 107	Corrosion	2.5 FEET OF RUST SCALE IN TOP AND BOTTOM FLANGES AT END BENT 2 WITH 5/16 INCHES REMAINING IN THE BOTTOM FLANGE AND 1/4 INCHES REMAINING IN THE TOP FLANGE. (MUNICIPAL PAR)	4	3	3	Feet

☑ 107	Corrosion	3.5 FEET OF RUST SCALE IN TOP AND BOTTOM FLANGES AT END BENT 1 WITH 5/16 INCHES REMAINING IN THE BOTTOM FLANGE AND NO MEASURABLE SECTION LOSS IN THE TOP FLANGE. (MUNICIPAL PAR)	4	4	4	Feet
☑ 107	Corrosion	LIGHT SCALING ON TOP AND BOTTOM FLANGES OF END DIAPHRAGM BETWEEN BEAMS 7 AND 8 AT END BENT 2.	3	1	4	Feet
☑ 515	Effectiveness (Steel Protective Coatings)	FAILED COATING	4	25	25	Square Feet

General Comments

Span 1 Beam 8

Plate Girder

Element Number	Element Name	Total Qty	CS1 Qty	CS2 Qty	CS3 Qty	CS4 Qty	
107	Steel Open Girder/Beam	45	37	0	1	7	Feet
515	Steel Protective Coating	213	193	0	0	20	Square Feet

Element Number	Defect Type	Defect Description	CS	CS Qty	Maint Qty	
☑ 107	Corrosion	2 FEET OF RUST SCALE IN TOP FLANGE AT END BENT 2 WITH 5/16 INCHES REMAINING. (MUNICIPAL PAR)	4	2	2	Feet
☑ 107	Corrosion	RUST SCALE ON TOP FLANGE OF END DIAPHRAGM BETWEEN BEAMS 8 AND 9 AT END BENT 1 WITH 5/16 INCHES REMAINING. (MUNICIPAL PAR)	4	1	4	Feet
☑ 107	Corrosion	4 FEET OF RUST SCALE IN TOP AND BOTTOM FLANGES AND UP TO FULL HEIGHT IN THE WEB AT END BENT 1 WITH 5/16 INCHES REMAINING IN THE BOTTOM FLANGE, 1/4 INCHES REMAINING IN THE TOP FLANGE, AND NO MEASURABLE SECTION LOSS IN THE WEB. (MUNICIPAL PAR)	4	4	4	Feet
☑ 107	Corrosion	LIGHT SCALING ON TOP FLANGE OF END DIAPHRAGM BETWEEN BEAMS 8 AND 9 AT END BENT 2.	3	1	4	Feet
☑ 515	Effectiveness (Steel Protective Coatings)	FAILED COATING	4	20	20	Square Feet

General Comments

Span 1 Beam 9

Plate Girder

Element Number	Element Name	Total Qty	CS1 Qty	CS2 Qty	CS3 Qty	CS4 Qty	
107	Steel Open Girder/Beam	45	0	42	0	3	Feet
515	Steel Protective Coating	213	143	0	0	70	Square Feet

Element Number	Defect Type	Defect Description	CS	CS Qty	Maint Qty	
☑ 107	Corrosion	2.5 FEET OF RUST SCALE IN TOP AND BOTTOM FLANGES AT END BENT 1 WITH 1/4 INCHES REMAINING IN THE BOTTOM FLANGE AND NO MEASURABLE SECTION LOSS IN THE TOP FLANGE. (MUNICIPAL PAR)	4	3	3	Feet
☑ 107	Corrosion	FULL LENGTH SURFACE RUST ON TOP FLANGE.	2	42	0	Feet
☑ 515	Effectiveness (Steel Protective Coatings)	FAILED COATING	4	70	70	Square Feet

General Comments

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Span 1 Wearing Surface

Asphalt Wearing Surface

Element Number	Element Name	Total Qty	CS1 Qty	CS2 Qty	CS3 Qty	CS4 Qty	
510	Wearing Surface	564	270	230	64	0	Square Feet

	Element Number	Defect Type	Defect Description	CS	CS Qty	Maint Qty	
☑	510	Crack (Wearing Surface)	1/16 INCHES WIDE LONGITUDINAL CRACKS SCATTERED ALONG THE CENTERLINE	3	24	24	Square Feet
☑	510	Crack (Wearing Surface)	TWO FULL WIDTH X 3/4 INCHES TRANSVERSE CRACKS ALONG END BENT 1 FILL FACE	3	24	24	Square Feet
☑	510	Patched Area/Pothole (Wearing Surface)	THREE AREAS OF MISSING ASPHALT WEARING SURFACE AT END BENT 1.	3	16	16	Square Feet
☑	510	Crack (Wearing Surface)	1/32 INCHES MAP CRACKING SCATTERED THROUGHOUT.	2	230	230	Square Feet

General Comments

Span 1 Left Bridge Rail

Aluminum Bridge Rail

Element Number	Element Name	Total Qty	CS1 Qty	CS2 Qty	CS3 Qty	CS4 Qty	
330	Metal Bridge Railing	24	24	0	0	0	Feet

	Element Number	Defect Type	Defect Description	CS	CS Qty	Maint Qty	
☑	330	Damage	[DEFECTS ON CONCRETE MOVED TO DECK] HAIRLINE MAP CRACKING IN CONCRETE CURB, FULL LENGTH	1	0	0	Feet
☑	330	Damage	[DEFECTS ON CONCRETE MOVED TO DECK] HAIRLINE MAP CRACKING SCATTERED THROUGHOUT THE END POST AT END BENT 1	1	0	0	Feet

General Comments

HAIRLINE MAP CRACKING SCATTERED THROUGHOUT THE END POST AT END BENT 1. HAIRLINE MAP CRACKING IN CONCRETE CURB, FULL LENGTH

Span 1 Right Bridge Rail

Aluminum Bridge Rail

Element Number	Element Name	Total Qty	CS1 Qty	CS2 Qty	CS3 Qty	CS4 Qty	
330	Metal Bridge Railing	24	24	0	0	0	Feet

	Element Number	Defect Type	Defect Description	CS	CS Qty	Maint Qty	
☐	330	Damage	[DEFECTS TO CONCRETE MOVED TO DECK] TOP OF CURB AND SIDEWALK HAVE HAIRLINE MAP CRACKING WITH EFFLORESCENCE FOR THE FULL LENGTH.	1	0	0	Feet
☐	330	Damage	[DEFECTS TO CONCRETE MOVED TO DECK] UP TO 1/32 INCHES MAP CRACKING, SOME WITH EFFLORESCENCE, SCATTERED THROUGHOUT THE END POST AT END BENT 1	1	0	0	Feet

General Comments

UP TO 1/32 INCHES MAP CRACKING, SOME WITH EFFLORESCENCE, SCATTERED THROUGHOUT THE END POST AT END BENT 1. TOP OF CURB AND SIDEWALK HAVE HAIRLINE MAP CRACKING WITH EFFLORESCENCE FOR THE FULL LENGTH.

Structure Number: 730469 Inspection Date: 03/14/2024

Span 2 Deck

Reinforced Concrete Deck

Element Number	Element Name	Total Qty	CS1 Qty	CS2 Qty	CS3 Qty	CS4 Qty	
12	Reinforced Concrete Deck	815	747	68	0	0	Square Feet

Element Number	Defect Type	Defect Description	CS	CS Qty	Maint Qty	
☑ 12	Cracking (RC and Other)	HAIRLINE MAP CRACKING IN LEFT CONCRETE CURB, FULL LENGTH	2	21	0	Square Feet
☑ 12	Cracking (RC and Other)	EXPOSED SHOULDERS IN THE TOP OF THE DECK HAS SCATTERED TRANSVERSE HAIRLINE CRACKS UP TO 1.5 FEET LONG	2	20	20	Square Feet
☑ 12	Efflorescence/Rust Staining	TOP OF RIGHT CURB AND SIDEWALK HAVE HAIRLINE MAP CRACKING WITH EFFLORESCENCE FOR THE FULL LENGTH	2	21	0	Square Feet
☑ 12	Efflorescence/Rust Staining	HAIRLINE MAP CRACKING, SOME WITH EFFLORESCENCE, SCATTERED THROUGHOUT THE LEFT END POST AT END BENT 2. RIGHT END POST SIMILAR	2	6	0	Square Feet
☐ 12	Damage	[DEFECT MOVED TO GENERAL COMMENTS] CORRROSION WITH UP TO 100PERCENT SECTION LOSS IN THE STAY-IN-PLACE FORMS FOR 2 FEET LONG IN ALL BAYS IN THE UNDERSIDE OF THE DECK. CONCRETE DECK IS UNAFFECTED.	1	0	0	Square Feet

General Comments

STAY-IN-PLACE FORMS HAVE CORROSION WITH COMPLETE SECTION LOSS AT RANDOM THROUGHOUT DECK. CORRROSION WITH UP TO 100 PERCENT SECTION LOSS IN THE STAY-IN-PLACE FORMS FOR 2 FEET LONG IN ALL BAYS IN THE UNDERSIDE OF THE DECK. CONCRETE DECK IS UNAFFECTED. STAY-IN-PLACE FORM HAS SECTION HANGING 42" LONG X 16" WIDE IN BAY 2 AT END BENT 2

Span 2 Wearing Surface

Asphalt Wearing Surface

Element Number	Element Name	Total Qty	CS1 Qty	CS2 Qty	CS3 Qty	CS4 Qty	
510	Wearing Surface	564	310	0	254	0	Square Feet

Element Number	Defect Type	Defect Description	CS	CS Qty	Maint Qty	
☑ 510	Crack (Wearing Surface)	1/8 INCHES MAP CRACKING SCATTERED THROUGHOUT	3	230	230	Square Feet
☑ 510	Crack (Wearing Surface)	TWO FULL WIDTH X 3/4 INCHES TRANSVERSE CRACKS ALONG END BENT 2 FILL FACE	3	24	24	Square Feet

General Comments

Span 2 Left Bridge Rail

Steel Rail

Element Number	Element Name	Total Qty	CS1 Qty	CS2 Qty	CS3 Qty	CS4 Qty	
330	Metal Bridge Railing	24	24	0	0	0	Feet

Element Number	Defect Type	Defect Description	CS	CS Qty	Maint Qty	
☐ 330	Damage	[DEFECTS ON CONCRETE MOVED TO DECK] HAIRLINE MAP CRACKING IN CONCRETE CURB, FULL LENGTH	1	0	0	Feet
☐ 330	Damage	[DEFECTS ON CONCRETE MOVED TO DECK] HAIRLINE MAP CRACKING, SOME WITH EFFLORESCENCE, SCATTERED THROUGHOUT THE END POST AT END BENT 2	1	0	0	Feet

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General Comments

Span 2 — Right Bridge Rail

Steel Rail

Element Number	Element Name	Total Qty	CS1 Qty	CS2 Qty	CS3 Qty	CS4 Qty	
330	Metal Bridge Railing	24	24	0	0	0	Feet

Element Number	Defect Type	Defect Description	CS	CS Qty	Maint Qty	
☐ 330	Damage	[DEFECTS ON CONCRETE MOVED TO DECK] HAIRLINE MAP CRACKING SCATTERED THROUGHOUT THE END POST AT END BENT 2	1	0	0	Feet
☐ 330	Damage	[DEFECTS ON CONCRETE MOVED TO DECK] TOP OF CURB AND SIDEWALK HAVE HAIRLINE MAP CRACKING WITH EFFLORESCENCE FOR THE FULL LENGTH	1	0	0	Feet

General Comments

Bent 1 — Cap 1

Steel Pier Cap

Element Number	Element Name	Total Qty	CS1 Qty	CS2 Qty	CS3 Qty	CS4 Qty	
231	Steel Pier Cap	35	0	35	0	0	Feet
515	Steel Protective Coating	243	93	150	0	0	Square Feet

Element Number	Defect Type	Defect Description	CS	CS Qty	Maint Qty	
☑ 231	Corrosion	FRECKLED RUST THROUGHOUT BENT 1 CAP	2	35	0	Feet
☑ 515	Effectiveness (Steel Protective Coatings)	LIMITED EFFECTIVENESS AT AREAS OF SURFACE CORROSION ON CAP	2	150	150	Square Feet

General Comments

Bent 1 — Pile 1

Timber Pile

Element Number	Element Name	Total Qty	CS1 Qty	CS2 Qty	CS3 Qty	CS4 Qty	
228	Timber Pile	1	0	0	1	0	Each

Element Number	Defect Type	Defect Description	CS	CS Qty	Maint Qty	
☑ 228	Check/Shake	FULL HEIGHT CHECKS UP TO 5 INCHES DEEP.	3	1	1	Each
☑ 228	Check/Shake	5 INCHES WIDE X 26 INCHES HIGH X 1 INCHES DEEP SHAKE ON SOUTH FACE AT BOTTOM OF CAP. FULL HEIGHT ON NORTH FACE	2	0	0	Each

General Comments

Structure Number: 730469 Inspection Date: 03/14/2024

Bent 1 Pile 2

Timber Pile

Element Number	Element Name	Total Qty	CS1 Qty	CS2 Qty	CS3 Qty	CS4 Qty	
228	Timber Pile	1	0	1	0	0	Each

Element Number	Defect Type	Defect Description	CS	CS Qty	Maint Qty	
☑ 228	Check/Shake	UP TO 2 INCHES DEEP CHECKS THROUGHOUT PILE	2	1	0	Each

General Comments

Bent 1 Pile 3

Timber Pile

Element Number	Element Name	Total Qty	CS1 Qty	CS2 Qty	CS3 Qty	CS4 Qty	
228	Timber Pile	1	0	1	0	0	Each

Element Number	Defect Type	Defect Description	CS	CS Qty	Maint Qty	
☑ 228	Check/Shake	UP TO 1 INCHES DEEP CHECKS THROUGHOUT PILE	2	1	0	Each

General Comments

Bent 1 Pile 4

Timber Pile

Element Number	Element Name	Total Qty	CS1 Qty	CS2 Qty	CS3 Qty	CS4 Qty	
228	Timber Pile	1	0	1	0	0	Each

Element Number	Defect Type	Defect Description	CS	CS Qty	Maint Qty	
☑ 228	Check/Shake	UP TO 3 INCHES DEEP CHECKS THROUGHOUT PILE	2	1	0	Each

General Comments

Bent 1 Pile 5

Timber Pile

Element Number	Element Name	Total Qty	CS1 Qty	CS2 Qty	CS3 Qty	CS4 Qty	
228	Timber Pile	1	0	1	0	0	Each

Element Number	Defect Type	Defect Description	CS	CS Qty	Maint Qty	
☑ 228	Check/Shake	UP TO 2 INCHES DEEP CHECKS THROUGHOUT PILE	2	1	0	Each

General Comments

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Bent 1 — Pile 6

Timber Pile

Element Number	Element Name	Total Qty	CS1 Qty	CS2 Qty	CS3 Qty	CS4 Qty	
228	Timber Pile	1	0	1	0	0	Each

Element Number	Defect Type	Defect Description	CS	CS Qty	Maint Qty	
☑ 228	Check/Shake	UP TO 4 INCHES DEEP CHECKS THROUGHOUT PILE	2	1	0	Each

General Comments

End Bent 1 — Abutment

Timber Abutment

Element Number	Element Name	Total Qty	CS1 Qty	CS2 Qty	CS3 Qty	CS4 Qty	
216	Timber Abutment	41	36	5	0	0	Feet

Element Number	Defect Type	Defect Description	CS	CS Qty	Maint Qty	
☑ 216	Connection	STEEL SOLDIER PILES IN THE ABUTMENT HAVE SURFACE CORROSION, NO SECTION LOSS.	2	5	0	Feet

General Comments

End Bent 1 — Cap 1

Steel Pier Cap

Element Number	Element Name	Total Qty	CS1 Qty	CS2 Qty	CS3 Qty	CS4 Qty	
231	Steel Pier Cap	35	0	7	0	28	Feet
515	Steel Protective Coating	243	138	0	0	105	Square Feet

Element Number	Defect Type	Defect Description	CS	CS Qty	Maint Qty	
☑ 231	Corrosion	CORROSION WITH SECTION LOSS IN THE TOP FLANGE, WEB, AND BOTTOM FLANGE BETWEEN PILES 1 AND 6. TOP AND BOTTOM FLANGES HAVE 1/2 INCHES THICKNESS REMAINING OVER THE FULL WIDTH. WEB HAS 5/8 INCHES THICKNESS REMAINING IN THE LOWER 6 INCHES. (MUNICIPAL PAR)	4	28	28	Feet
☑ 231	Corrosion	SURFACE RUST IN TOP AND BOTTOM FLANGES AND WEB.	2	7	0	Feet
☑ 515	Effectiveness (Steel Protective Coatings)	FAILED COATING	4	105	105	Square Feet

General Comments

End Bent 1 — Pile 1

Timber Pile

Element Number	Element Name	Total Qty	CS1 Qty	CS2 Qty	CS3 Qty	CS4 Qty	
228	Timber Pile	1	0	1	0	0	Each

Element Number	Defect Type	Defect Description	CS	CS Qty	Maint Qty	
☑ 228	Check/Shake	UP TO 1.5 INCHES DEEP CHECKS THROUGHOUT PILE	2	1	0	Each

General Comments

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End Bent 1 — Pile 2

Timber Pile

Element Number	Element Name	Total Qty	CS1 Qty	CS2 Qty	CS3 Qty	CS4 Qty	
228	Timber Pile	1	0	1	0	0	Each

Element Number	Defect Type	Defect Description	CS	CS Qty	Maint Qty	
☑ 228	Check/Shake	UP TO 1 INCHES DEEP CHECKS THROUGHOUT PILE	2	1	0	Each

General Comments

End Bent 1 — Pile 3

Timber Pile

Element Number	Element Name	Total Qty	CS1 Qty	CS2 Qty	CS3 Qty	CS4 Qty	
228	Timber Pile	1	0	1	0	0	Each

Element Number	Defect Type	Defect Description	CS	CS Qty	Maint Qty	
☑ 228	Check/Shake	UP TO 1.5 INCHES DEEP CHECKS THROUGHOUT PILE	2	1	0	Each

General Comments

End Bent 1 — Pile 4

Timber Pile

Element Number	Element Name	Total Qty	CS1 Qty	CS2 Qty	CS3 Qty	CS4 Qty	
228	Timber Pile	1	0	0	1	0	Each

Element Number	Defect Type	Defect Description	CS	CS Qty	Maint Qty	
☑ 228	Abrasion/Wear (Timber)	EAST FACE HAS BEEN GROUND UP TO 1 INCHES TO SQUARE THE FACE TO THE CAP.	3	1	0	Each
☑ 228	Check/Shake	CHECKS UP TO 3/4 INCHES.	2	0	0	Each

General Comments

End Bent 1 — Pile 5

Timber Pile

Element Number	Element Name	Total Qty	CS1 Qty	CS2 Qty	CS3 Qty	CS4 Qty	
228	Timber Pile	1	0	0	1	0	Each

Element Number	Defect Type	Defect Description	CS	CS Qty	Maint Qty	
☑ 228	Abrasion/Wear (Timber)	EAST FACE HAS BEEN GROUND UP TO 3/4 INCHES TO SQUARE THE FACE TO THE CAP.	3	1	0	Each
☑ 228	Check/Shake	UP TO 2 3/4 INCHES DEEP CHECKS THROUGHOUT PILE	2	0	0	Each

General Comments

Structure Number: 730469 Inspection Date: 03/14/2024

End Bent 1 — Pile 6

Timber Pile

Element Number	Element Name	Total Qty	CS1 Qty	CS2 Qty	CS3 Qty	CS4 Qty	
228	Timber Pile	1	0	1	0	0	Each

Element Number	Defect Type	Defect Description	CS	CS Qty	Maint Qty	
☑ 228	Check/Shake	UP TO 2 INCHES DEEP CHECKS THROUGHOUT PILE	2	1	0	Each

General Comments

End Bent 2 — Abutment

Timber Abutment

Element Number	Element Name	Total Qty	CS1 Qty	CS2 Qty	CS3 Qty	CS4 Qty	
216	Timber Abutment	41	41	0	0	0	Feet

Element Number	Defect Type	Defect Description	CS	CS Qty	Maint Qty	
☐ 216	Damage	[DEFECT MOVED TO GENERAL COMMENTS] STEEL SOLDIER PILES IN THE ABUTMENT HAVE SURFACE CORROSION, NO SECTION LOSS.	1	0	0	Feet

General Comments

STEEL SOLDIER PILES IN THE ABUTMENT HAVE SURFACE CORROSION, NO SECTION LOSS.

End Bent 2 — Cap 1

Steel Pier Cap

Element Number	Element Name	Total Qty	CS1 Qty	CS2 Qty	CS3 Qty	CS4 Qty	
231	Steel Pier Cap	34	0	9	0	25	Feet
515	Steel Protective Coating	243	168	0	0	75	Square Feet

Element Number	Defect Type	Defect Description	CS	CS Qty	Maint Qty	
☑ 231	Corrosion	CORRROSION WITH SECTION LOSS IN THE TOP FLANGE, WEB, AND BOTTOM FLANGE BETWEEN PILES 1 AND 5. 5/8 INCHES THICKNESS REMAINS IN THE FULL WIDTH OF THE TOP AND BOTTOM FLANGES. 5/8 INCHES THICKNESS REMAINS IN THE FULL HEIGHT OF THE WEB. (MUNICIPAL PAR)	4	25	25	Feet
☑ 231	Corrosion	SURFACE RUST IN TOP AND BOTTOM FLANGES AND WEB AT RANDOM THROUGHOUT.	2	9	0	Feet
☑ 515	Effectiveness (Steel Protective Coatings)	FAILED COATING	4	75	75	Square Feet

General Comments

End Bent 2 — Pile 1

Timber Pile

Element Number	Element Name	Total Qty	CS1 Qty	CS2 Qty	CS3 Qty	CS4 Qty	
228	Timber Pile	1	0	1	0	0	Each

Element Number	Defect Type	Defect Description	CS	CS Qty	Maint Qty	
☑ 228	Check/Shake	UP TO 1 INCHES DEEP CHECKS THROUGHOUT PILE	2	1	0	Each

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General Comments

End Bent 2 Pile 2

Timber Pile

Element Number	Element Name	Total Qty	CS1 Qty	CS2 Qty	CS3 Qty	CS4 Qty
228	Timber Pile	1	0	1	0	0 Each

Element Number	Defect Type	Defect Description	CS	CS Qty	Maint Qty
☑ 228	Check/Shake	UP TO 1/4 INCHES DEEP CHECKS THROUGHOUT PILE	2	1	0 Each

General Comments

End Bent 2 Pile 3

Timber Pile

Element Number	Element Name	Total Qty	CS1 Qty	CS2 Qty	CS3 Qty	CS4 Qty
228	Timber Pile	1	0	1	0	0 Each

Element Number	Defect Type	Defect Description	CS	CS Qty	Maint Qty
☑ 228	Check/Shake	UP TO 1/4 INCHES DEEP CHECKS THROUGHOUT PILE	2	1	0 Each

General Comments

End Bent 2 Pile 6

Timber Pile

Element Number	Element Name	Total Qty	CS1 Qty	CS2 Qty	CS3 Qty	CS4 Qty
228	Timber Pile	1	0	1	0	0 Each

Element Number	Defect Type	Defect Description	CS	CS Qty	Maint Qty
☑ 228	Check/Shake	UP TO 1/8 INCHES DEEP CHECKS THROUGHOUT PILE	2	1	0 Each

General Comments

Elements Verfied

Location	Name	Component	Element Name	Amount
Span 1	Deck	Reinforced Concrete Deck	Reinforced Concrete Deck	815
Span 1	Beam 1	Plate Girder	Steel Open Girder/Beam	45
Span 1	Beam 2	Plate Girder	Steel Open Girder/Beam	45
Span 1	Beam 3	Plate Girder	Steel Open Girder/Beam	45
Span 1	Beam 4	Plate Girder	Steel Open Girder/Beam	45
Span 1	Beam 5	Plate Girder	Steel Open Girder/Beam	45
Span 1	Beam 6	Plate Girder	Steel Open Girder/Beam	45
Span 1	Beam 7	Plate Girder	Steel Open Girder/Beam	45
Span 1	Beam 8	Plate Girder	Steel Open Girder/Beam	45
Span 1	Beam 9	Plate Girder	Steel Open Girder/Beam	45
Span 1	Left Bridge Rail	Aluminum Bridge Rail	Metal Bridge Railing	24
Span 1	Right Bridge Rail	Aluminum Bridge Rail	Metal Bridge Railing	24
Span 1	Wearing Surface	Asphalt Wearing Surface	Wearing Surface	564
Span 1	Southwest Delineator	Delineator	Warning Signs	1
Span 1	Southwest Weight Limit	Weight Limit	Regulatory Sign	1
Span 1	Northwest Delineator	Delineator	Warning Signs	1
Span 2	Deck	Reinforced Concrete Deck	Reinforced Concrete Deck	815
Span 2	Left Bridge Rail	Steel Rail	Metal Bridge Railing	24
Span 2	Right Bridge Rail	Steel Rail	Metal Bridge Railing	24
Span 2	Wearing Surface	Asphalt Wearing Surface	Wearing Surface	564
Span 2	Southeast Delineator	Delineator	Warning Signs	1
Span 2	Northeast Delineator	Delineator	Warning Signs	1
Span 2	Northeast Weight Limit	Weight Limit	Regulatory Sign	1
Bent 1	Cap 1	Steel Pier Cap	Steel Pier Cap	35
Bent 1	Pile 1	Timber Pile	Timber Pile	1
Bent 1	Pile 2	Timber Pile	Timber Pile	1
Bent 1	Pile 3	Timber Pile	Timber Pile	1
Bent 1	Pile 4	Timber Pile	Timber Pile	1
Bent 1	Pile 5	Timber Pile	Timber Pile	1
Bent 1	Pile 6	Timber Pile	Timber Pile	1
End Bent 1	Cap 1	Steel Pier Cap	Steel Pier Cap	35
End Bent 1	Pile 1	Timber Pile	Timber Pile	1
End Bent 1	Pile 2	Timber Pile	Timber Pile	1
End Bent 1	Pile 3	Timber Pile	Timber Pile	1
End Bent 1	Pile 4	Timber Pile	Timber Pile	1
End Bent 1	Pile 5	Timber Pile	Timber Pile	1
End Bent 1	Pile 6	Timber Pile	Timber Pile	1
End Bent 1	Abutment	Timber Abutment	Timber Abutment	41
End Bent 2	Cap 1	Steel Pier Cap	Steel Pier Cap	34
End Bent 2	Pile 1	Timber Pile	Timber Pile	1
End Bent 2	Pile 2	Timber Pile	Timber Pile	1
End Bent 2	Pile 3	Timber Pile	Timber Pile	1
End Bent 2	Pile 4	Timber Pile	Timber Pile	1
End Bent 2	Pile 5	Timber Pile	Timber Pile	1
End Bent 2	Pile 6	Timber Pile	Timber Pile	1

Elements Verfied

Location	Name	Component	Element Name	Amount
End Bent 2	Abutment	Timber Abutment	Timber Abutment	41

General Inspection Notes

Span 1 Right Bridge Rail

UP TO 1/32 INCHES MAP CRACKING, SOME WITH EFFLORESCENCE, SCATTERED THROUGHOUT THE END POST AT END BENT 1. TOP OF CURB AND SIDEWALK HAVE HAIRLINE MAP CRACKING WITH EFFLORESCENCE FOR THE FULL LENGTH.

Span 1 Left Bridge Rail

HAIRLINE MAP CRACKING SCATTERED THROUGHOUT THE END POST AT END BENT 1. HAIRLINE MAP CRACKING IN CONCRETE CURB, FULL LENGTH

Bent 2 Abutment

STEEL SOLDIER PILES IN THE ABUTMENT HAVE SURFACE CORROSION, NO SECTION LOSS.

National Bridge and NC Inspection Items

Structure Number: 730469 **Inspection Date:** 03/14/2024

National Bridge Inventory Items

Item	Grade Scale	Grade
Item 58: Deck	0 - 9 , N	7
Item 59: Superstructure	0 - 9 , N	5
Item 60: Substructure	0 - 9 , N	5
Item 61: Channel and Channel Protection	0 - 9 , N	6
Item 62: Culvert	0 - 9 , N	N
Item 71: Waterway Adequacy	0 - 9 , N	7
Item 72: Approach Roadway Alignment	0 - 9 , N	8

Note:

Items 58,59,60,62 reflect this inspection only.

For overall NBI coding grade, see cover sheet.

Note: If NBI Inspection Item is not present, code NBI item with "N"

NC SMU Inspection Items

Item	Grade Scale	Grade	Maint. Qty.	Maint. Code
Deck Debris	G, F, P, or C	F	1630	3376
Drainage System	G, F, P, or C	G	0	3332
Utilities	G, F, P, or C	F		
Slope Protection	G, F, P, or C	F	100	3352
Scour	G, F, P, or C	G		
Wingwall	G, F, P, or C	G	0	3350
Field Scour Evaluation		O		
Drift	G, F, P, or C	G	0	3366
Fender System	G, F, P, or C		0	3364
Movable Span Machinery	G, F, P, or C			
Response to Live Load	G, F, P, or C	G		
Superstructure Paint Code		B		

Note: If NC SMU Insepction Item is not present, leave NC SMU item blank

Inspection Information

Item	Grade Scale	Grade
Sign Noticed Issued	YES/NO	N
Priority Maintenance Request Submitted	YES/NO	Y
Inspection Time	Hours	6
Traffic Control Time	Hours	0
Snooper Time	Hours	0
Ladder Used	YES/NO	N
Bucket Truck Used	YES/NO	N
Boat Used	YES/NO	N
Other Equipment Used	YES/NO	N
Portion of Structure in > 3' of water	YES/NO	N

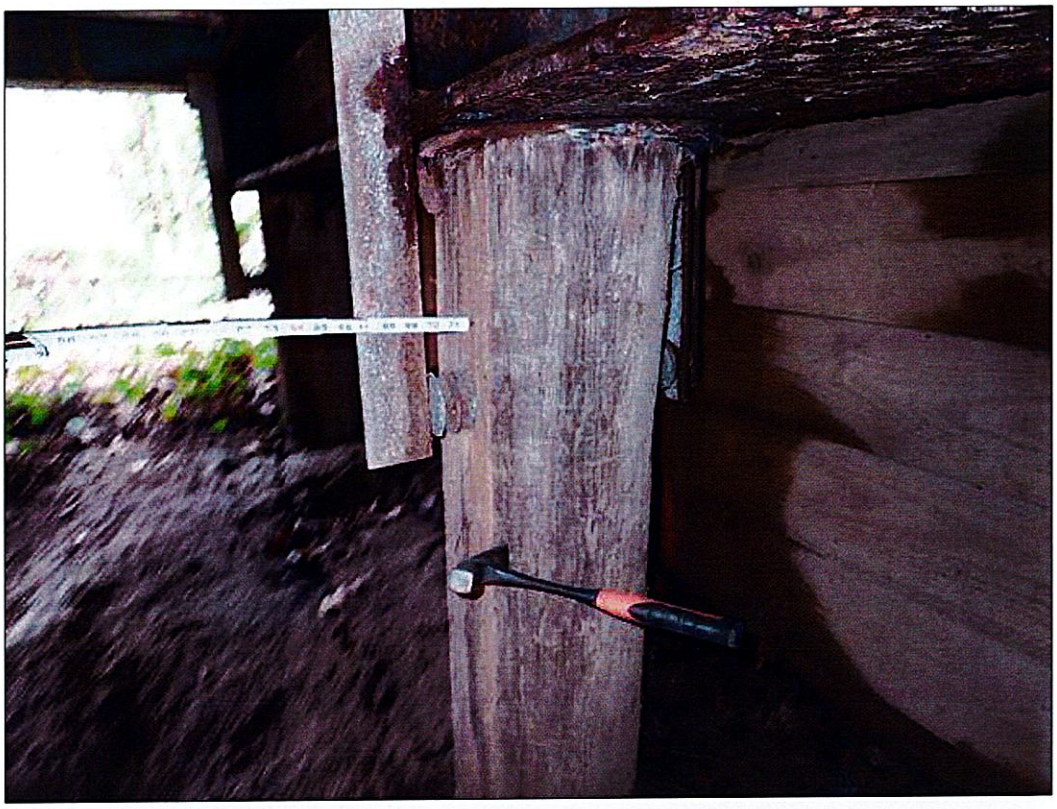
National Bridge and NC SMU Inspection Item Details

Structure Number: 730469 **Inspection Date:** 03/14/2024

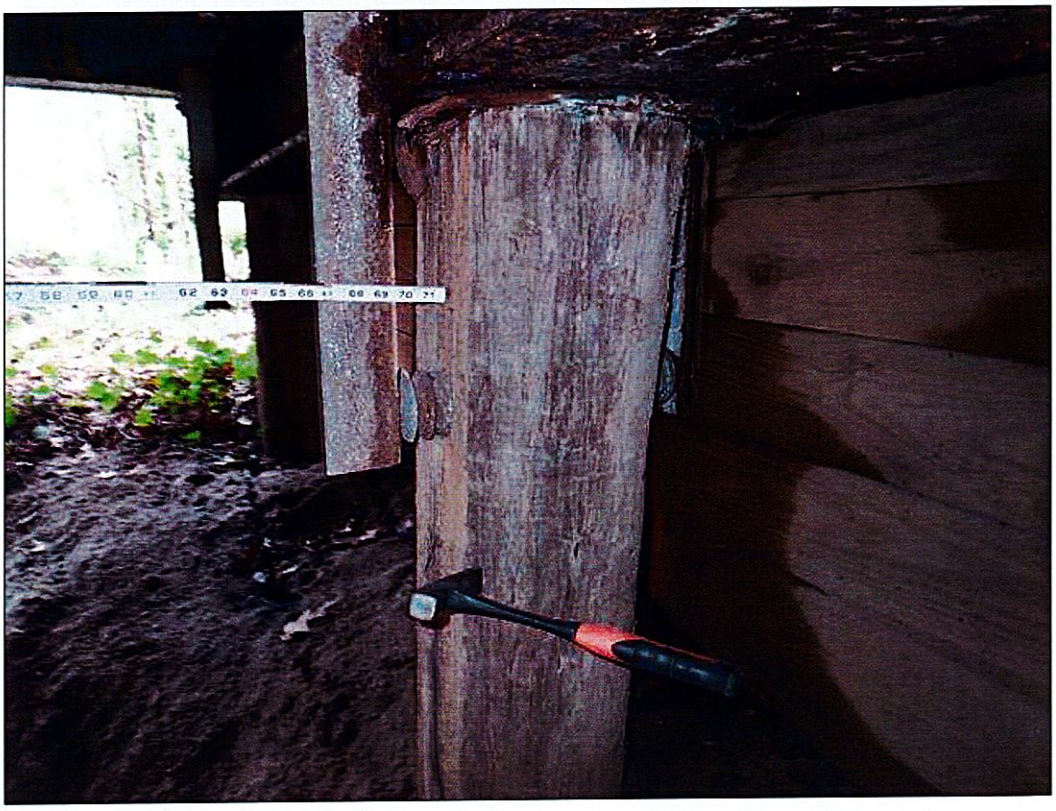
Item	Presently Posted	**Grade** Y	**Maint Code**	**Qty.** 0	
Details	SV: 23 TTST: 31				
Item	Channel and Channel Protection - Item 61	**Grade** 6	**Maint Code**	**Qty.** 0	
Details	BANK EROSION UNDER SPAN 1. BANKS ARE VERTICAL UP TO 6 FEET TALL AND BEGINNING TO SLUMP FOR 50 FEET UPSTREAM AND DOWNSTREAM OF BRIDGE.				
Item	Deck Debris	**Grade** F	**Maint Code** 3376	**Qty.** 1630	
Details	UP TO 18 INCHES OF LOOSE GRANULAR DEBRIS AND WOODLAND DEBRIS IN NORTH SHOULDER.				
Item	Slope Protection	**Grade** F	**Maint Code** 3352	**Qty.** 100	
Details	STREAMBANK NEAR END BENT 1 HAS 6 FEET TALL VERTICAL BANKS. WEST BANK HAS ERODED TO WITHIN 2 FEET OF END BENT 1 PILES				
Item	Utilities	**Grade** F	**Maint Code**	**Qty.** 0	
Details	3 INCH DIAMETER METAL UTILITY AT THE NORTH END 6 INCH UTLITY BELOW THE SOUTH OVERHANG 3 INCH DIAMETER METAL UTILITY IN THE NORTH OVERHANG IS SAGGING AT MID SPAN AND HAS BROKEN CONNECTORS AT ENDS.				
Item	Field Scour Evaluation	**Grade** O	**Maint Code**	**Qty.** 0	
Details	Scour POA: MONITOR FOR GREATER THAN 10 PERCENT UNDERMINING OF FOOTING AND GREATER THAN 4 FEET CHANNEL MOVEMENT FROM 2008-2009 BASELINE SOUNDINGS.				
Item	General Comments and Misc Items	**Grade**	**Maint Code**	**Qty.** 0	
Details	ASPHALT WEARING SURFACE DOES NOT EXTEND FROM CURB TO CURB. TOP OF DECK EXPOSED ALONG BOTH SHOULDERS.				
Item	Drainage System	**Grade** G	**Maint Code** 3332	**Qty.** 0	
Details	DEBRIS DOES NOT AFFECT DRAINAGE				

End Bent 1 Pile 4: EAST FACE HAS BEEN GROUND UP TO 1 INCHES TO SQUARE THE FACE TO THE CAP.

End Bent 1 Pile 4: CHECKS UP TO 3/4 INCHES.



End Bent 1 Pile 5: EAST FACE HAS BEEN GROUND UP TO 3/4 INCHES TO SQUARE THE FACE TO THE CAP.



End Bent 1 Pile 5: UP TO 2 3/4 INCHES DEEP CHECKS THROUGHOUT PILE

Structure: 730469 County: PITT Date: 03/14/2024 Condition Photos

End Bent 1 Abutment: STEEL SOLDIER PILES IN THE ABUTMENT HAVE SURFACE CORROSION, NO SECTION LOSS.

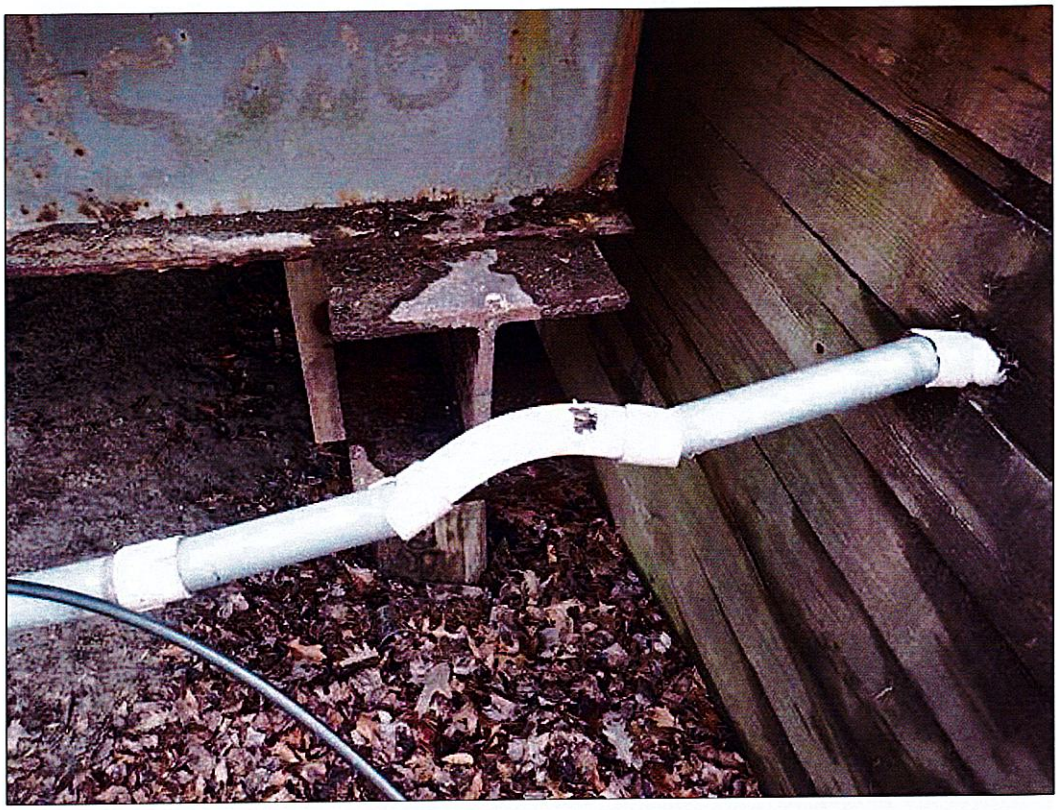
BANK EROSION UNDER SPAN 1. BANKS ARE VERTICAL UP TO 6 FEET TALL AND BEGINNING TO SLUMP FOR 50 FEET UPSTREAM AND DOWNSTREAM OF BRIDGE.

Structure: 730469 County: PITT Date: 03/14/2024 Condition Photos

STREAMBANK NEAR END BENT 1 HAS 6 FEET TALL VERTICAL BANKS. WEST BANK HAS ERODED TO WITHIN 2 FEET OF END BENT 1 PILES

STREAMBANK NEAR END BENT 1 HAS 6 FEET TALL VERTICAL BANKS. WEST BANK HAS ERODED TO WITHIN 2 FEET OF END BENT 1 PILES

Structure: 730469 County: PITT Date: 03/14/2024 Condition Photos



3 INCH DIAMETER METAL UTILITY IN THE NORTH END IS SAGGING AT MID SPAN AND HAS BROKEN CONNECTORS AT ENDS.

STAY-IN-PLACE FORM HAS SECTION HANGING 42" LONG X 16" WIDE IN BAY 2 AT END BENT 2

Structure: 730469 County: PITT Date: 03/14/2024 Condition Photos

Span 1 Beam 1: 4 FEET OF RUST SCALE IN TOP AND BOTTOM FLANGES WITH UP TO FULL HEIGHT LIGHT SCALING IN THE WEB AT END BENT 1 WITH 1/4 INCHES REMAINING IN THE BOTTOM FLANGE, 3/8 INCHES REMAINING IN THE TOP FLANGE, AND NO MEASURABLE SECTION LOSS IN THE WEB. (MUNICIPAL PAR)

Span 1 Beam 1: RUST SCALE ON TOP FLANGE OF END DIAPHRAGM BETWEEN BEAMS 1 AND 2 AT END BENT 1 WITH 1/4 INCHES REMAINING. (MUNICIPAL PAR)

Structure: 730469 County: PITT Date: 03/14/2024 Condition Photos

Span 1 Beam 2: 4 FEET OF RUST SCALE IN TOP AND BOTTOM FLANGES AND UP TO FULL HEIGHT IN THE WEB AT END BENT 1 WITH 1/4 INCHES REMAINING IN THE BOTTOM FLANGE, 3/16 INCHES REMAINING IN THE TOP FLANGE, AND 1/4 INCHES REMAINING IN THE WEB. (MUNICIPAL PAR)

Span 1 Beam 2: 5 FEET OF RUST SCALE IN TOP FLANGE AT END BENT 2 WITH 3/16 INCHES REMAINING IN THE TOP FLANGE. (MUNICIPAL PAR)

Span 1 Beam 2: RUST SCALE ON TOP FLANGE OF END DIAPHRAGM AT END BENT 2 WITH 5/16 INCHES REMAINING. (MUNICIPAL PAR)

Structure: 730469 County: PITT Date: 03/14/2024 Condition Photos

Span 1 Beam 3: 4 FEET OF RUST SCALE IN TOP AND BOTTOM FLANGES AND UP TO FULL HEIGHT IN THE WEB AT END BENT 1 WITH 1/4 INCHES REMAINING IN THE BOTTOM FLANGE, 1/4 INCHES REMAINING IN THE TOP FLANGE, AND 5/16 INCHES REMAINING IN THE WEB. (MUNICIPAL PAR)

Structure: 730469 County: PITT Date: 03/14/2024 Condition Photos

Span 1 Beam 3: 5 FEET OF RUST SCALE IN TOP AND BOTTOM FLANGES AND UP TO 5 INCHES IN THE WEB AT END BENT 2 WITH 3/8 INCHES REMAINING IN THE BOTTOM FLANGE, 3/16 INCHES REMAINING IN THE TOP FLANGE, AND NO MEASURABLE SECTION LOSS IN THE WEB. (MUNICIPAL PAR)

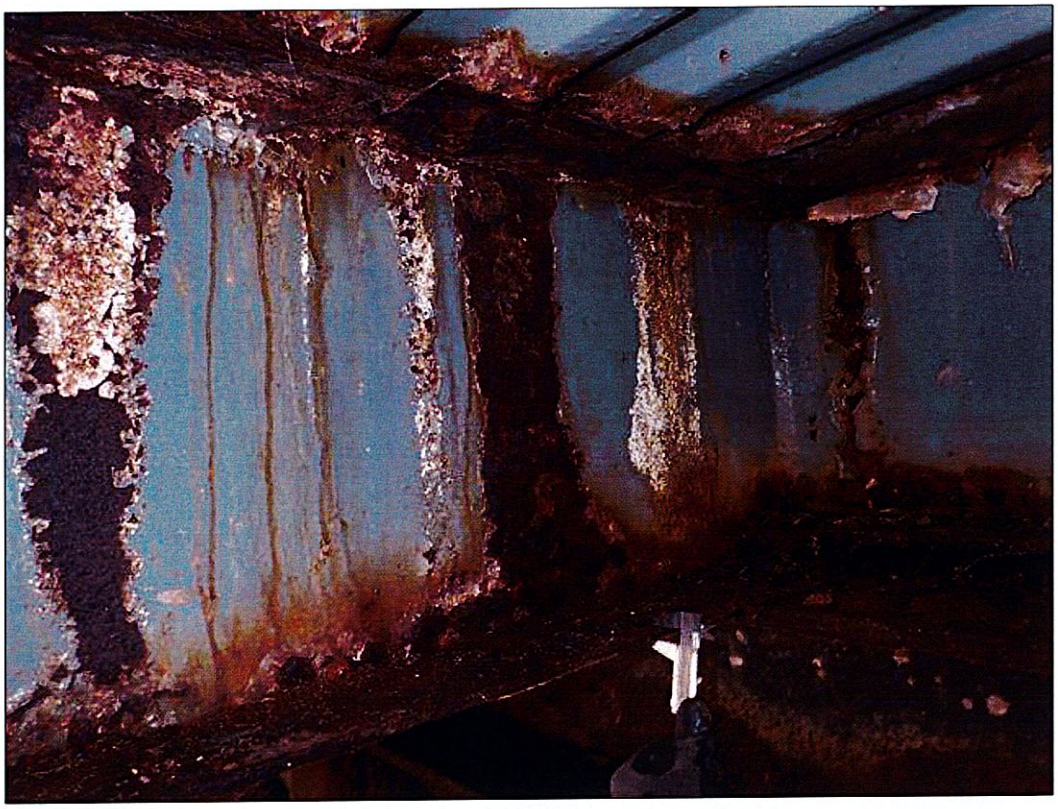
Structure: 730469 County: PITT Date: 03/14/2024 Condition Photos

Span 1 Beam 4: 4.5 FEET OF RUST SCALE IN TOP AND BOTTOM FLANGES AND UP TO 4 INCHES IN THE WEB AT END BENT 1 WITH 5/16 INCHES REMAINING IN THE BOTTOM FLANGE, 3/8 INCHES REMAINING IN THE TOP FLANGE, AND NO MEASURABLE SECTION LOSS IN THE WEB. (MUNICIPAL PAR)

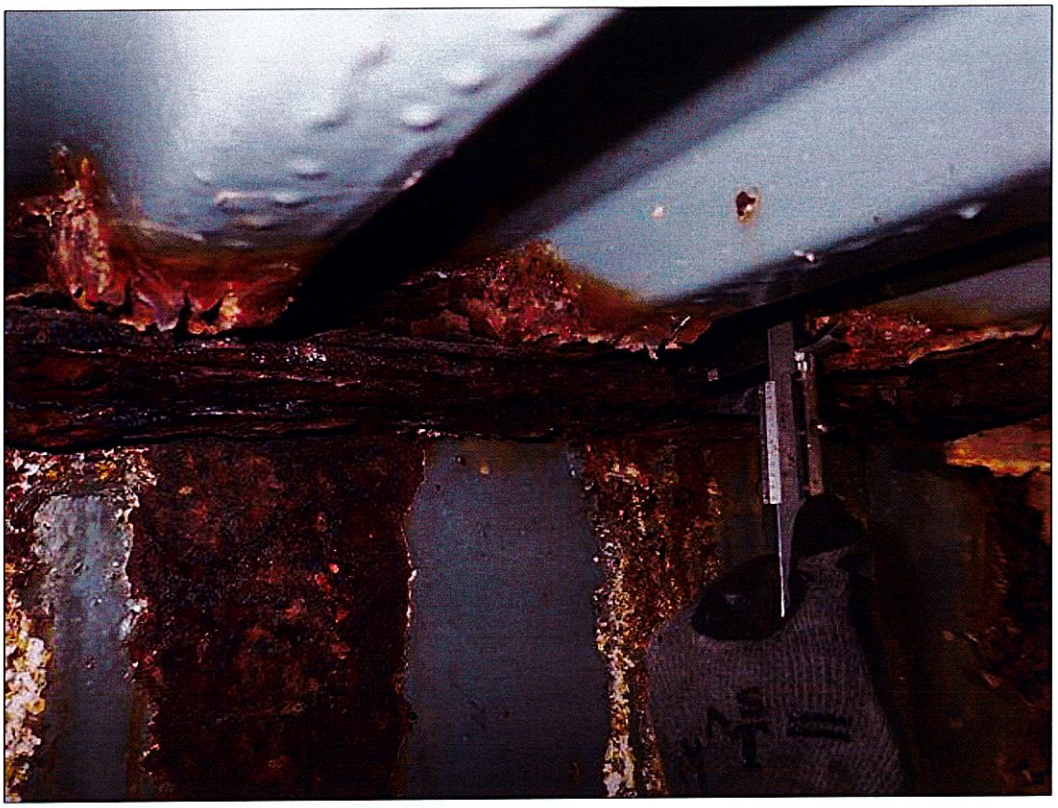
Span 1 Beam 4: 6 FEET OF RUST SCALE IN TOP AND BOTTOM FLANGES AND UP TO 6 INCHES IN THE WEB AT END BENT 2 WITH 1/4 INCHES REMAINING IN THE BOTTOM FLANGE, 1/4 INCHES REMAINING IN THE TOP FLANGE, AND 1/4 INCHES REMAINING IN THE WEB. (MUNICIPAL PAR)

Span 1 Beam 4: 6 FEET OF RUST SCALE IN TOP AND BOTTOM FLANGES AND UP TO 6 INCHES IN THE WEB AT END BENT 2 WITH 1/4 INCHES REMAINING IN THE BOTTOM FLANGE, 1/4 INCHES REMAINING IN THE TOP FLANGE, AND 1/4 INCHES REMAINING IN THE WEB. (MUNICIPAL PAR)

Span 1 Beam 4: RUST SCALE ON TOP AND BOTTOM FLANGES OF END DIAPHRAGM AT END BENT 2 WITH 5/16 INCHES REMAINING IN THE TOP FLANGE AND 3/16 INCHES REMAINING IN THE BOTTOM FLANGE. (MUNICIPAL PAR)

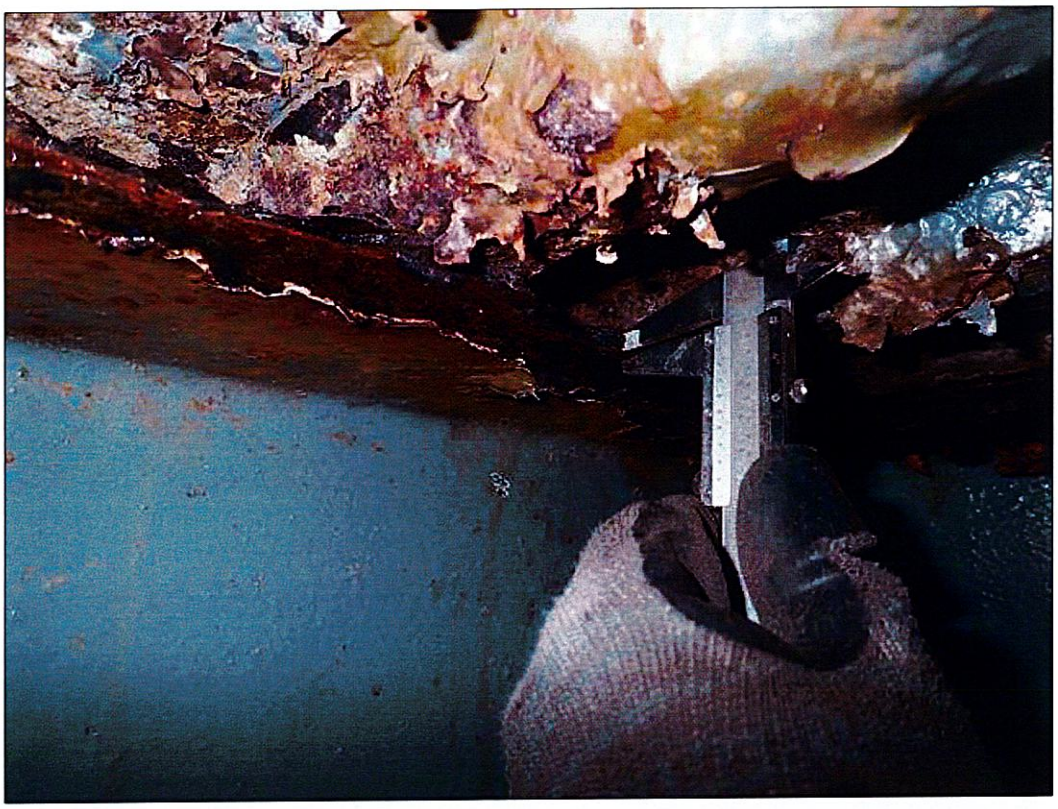


Span 1 Beam 5: 4.5 FEET OF RUST SCALE IN TOP AND BOTTOM FLANGES AND UP TO 5 INCHES IN THE WEB AT END BENT 1 WITH 5/16 INCHES REMAINING IN THE BOTTOM FLANGE, 1/3 INCHES REMAINING IN THE TOP FLANGE, AND NO MEASURABLE SECTION LOSS IN THE WEB. (MUNICIPAL PAR)



Span 1 Beam 5: 4.5 FEET OF RUST SCALE IN TOP AND BOTTOM FLANGES AND UP TO 5 INCHES IN THE WEB AT END BENT 1 WITH 5/16 INCHES REMAINING IN THE BOTTOM FLANGE, 1/3 INCHES REMAINING IN THE TOP FLANGE, AND NO MEASURABLE SECTION LOSS IN THE WEB. (MUNICIPAL PAR)

Span 1 Beam 5: 5.5 FEET OF RUST SCALE IN TOP AND BOTTOM FLANGES AND UP TO 5 INCHES IN THE WEB AT END BENT 2 WITH 1/4 INCHES REMAINING IN THE BOTTOM FLANGE, 1/8 INCHES REMAINING IN THE TOP FLANGE, AND 1/4 INCHES REMAINING IN THE WEB. (MUNICIPAL PAR)



Span 1 Beam 6: 3 FEET OF RUST SCALE IN TOP AND BOTTOM FLANGES AT END BENT 2 WITH 5/16 INCHES REMAINING IN THE BOTTOM FLANGE AND 1/8 INCHES REMAINING IN THE TOP FLANGE. (MUNICIPAL PAR)

Span 1 Beam 6: 4 FEET OF RUST SCALE IN TOP AND BOTTOM FLANGES AND UP TO FULL HEIGHT IN THE WEB AT END BENT 1 WITH 3/16 INCHES REMAINING IN THE BOTTOM FLANGE, 1/4 INCHES REMAINING IN THE TOP FLANGE, AND NO MEASURABLE SECTION LOSS IN THE WEB. (MUNICIPAL PAR)

Span 1 Beam 7: 2.5 FEET OF RUST SCALE IN TOP AND BOTTOM FLANGES AT END BENT 2 WITH 5/16 INCHES REMAINING IN THE BOTTOM FLANGE AND 1/4 INCHES REMAINING IN THE TOP FLANGE. (MUNICIPAL PAR)

Span 1 Beam 7: 3.5 FEET OF RUST SCALE IN TOP AND BOTTOM FLANGES AT END BENT 1 WITH 5/16 INCHES REMAINING IN THE BOTTOM FLANGE AND NO MEASURABLE SECTION LOSS IN THE TOP FLANGE. (MUNICIPAL PAR)

Span 1 Beam 7: RUST SCALE ON TOP FLANGE OF END DIAPHRAGM BETWEEN BEAMS 7 AND 8 AT END BENT 1 WITH 5/16 INCHES REMAINING. (MUNICIPAL PAR)

Span 1 Beam 8: 2 FEET OF RUST SCALE IN TOP FLANGE AT END BENT 2 WITH 5/16 INCHES REMAINING. (MUNICIPAL PAR)

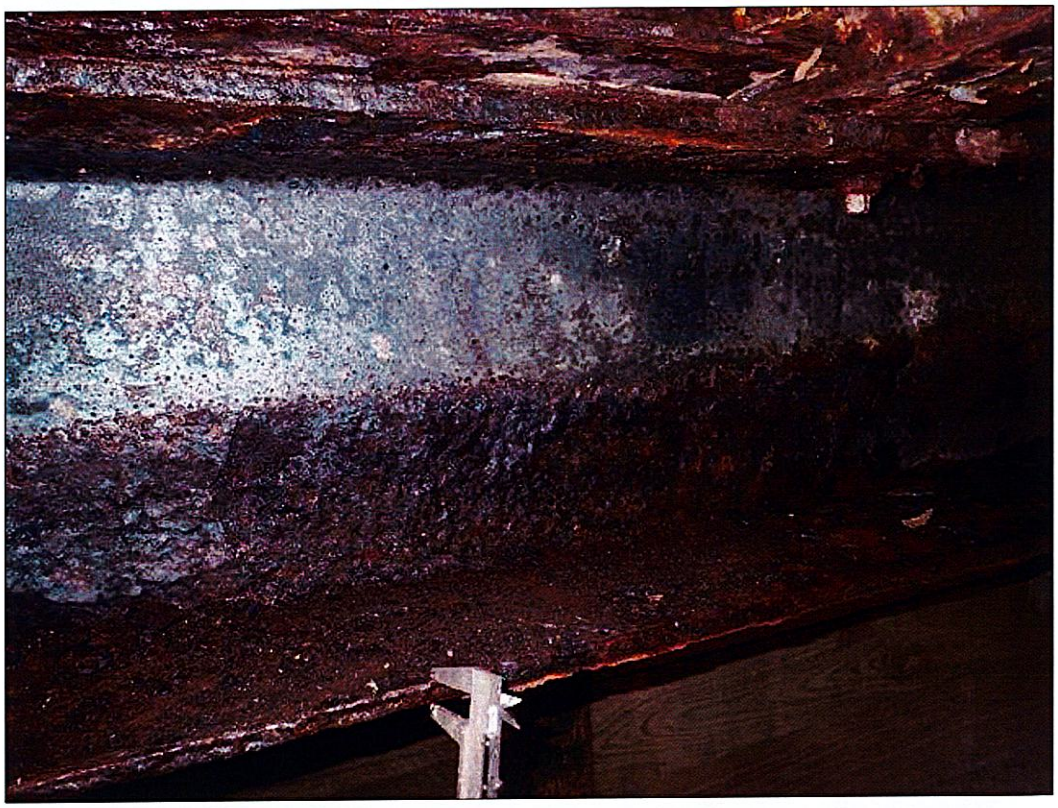
Span 1 Beam 8: 4 FEET OF RUST SCALE IN TOP AND BOTTOM FLANGES AND UP TO FULL HEIGHT IN THE WEB AT END BENT 1 WITH 5/16 INCHES REMAINING IN THE BOTTOM FLANGE, 1/4 INCHES REMAINING IN THE TOP FLANGE, AND NO MEASURABLE SECTION LOSS IN THE WEB. (MUNICIPAL PAR)

Span 1 Beam 8: 4 FEET OF RUST SCALE IN TOP AND BOTTOM FLANGES AND UP TO FULL HEIGHT IN THE WEB AT END BENT 1 WITH 5/16 INCHES REMAINING IN THE BOTTOM FLANGE, 1/4 INCHES REMAINING IN THE TOP FLANGE, AND NO MEASURABLE SECTION LOSS IN THE WEB. (MUNICIPAL PAR)

Span 1 Beam 8: RUST SCALE ON TOP FLANGE OF END DIAPHRAGM BETWEEN BEAMS 8 AND 9 AT END BENT 1 WITH 5/16 INCHES REMAINING. (MUNICIPAL PAR)

Span 1 Beam 9: 2.5 FEET OF RUST SCALE IN TOP AND BOTTOM FLANGES AT END BENT 1 WITH 1/4 INCHES REMAINING IN THE BOTTOM FLANGE AND NO MEASURABLE SECTION LOSS IN THE TOP FLANGE. (MUNICIPAL PAR)

End Bent 1 Cap 1: CORROSION WITH SECTION LOSS IN THE TOP FLANGE, WEB, AND BOTTOM FLANGE BETWEEN PILES 1 AND 6. TOP AND BOTTOM FLANGES HAVE 1/2 INCHES THICKNESS REMAINING OVER THE FULL WIDTH. WEB HAS 5/8 INCHES THICKNESS REMAINING IN THE LOWER 6 INCHES. (MUNICIPAL PAR)



End Bent 2 Cap 1: CORRROSION WITH SECTION LOSS IN THE TOP FLANGE, WEB, AND BOTTOM FLANGE BETWEEN PILES 1 AND 5. 5/8 INCHES THICKNESS REMAINS IN THE FULL WIDTH OF THE TOP AND BOTTOM FLANGES. 5/8 INCHES THICKNESS REMAINS IN THE FULL HEIGHT OF THE WEB. (MUNICIPAL PAR)

Span 1 Beam 4: LIGHT SCALING ON TOP AND BOTTOM FLANGES OF END DIAPHRAGM BETWEEN BEAMS 4 AND 5 AT END BENT 1.

Span 1 Deck: EXPOSED LEFT SHOULDERS IN THE TOP OF THE DECK HAS SCATTERED TRANSVERSE HAIRLINE CRACKS UP TO 1.5 FT LONG

Span 1 Wearing Surface: 1/32 INCHES MAP CRACKING SCATTERED THROUGHOUT.

Span 1 Wearing Surface: THREE AREAS OF MISSING ASPHALT WEARING SURFACE AT END BENT 1.

Span 1 Deck: UP TO 1/32 INCHES MAP CRACKING, SOME WITH EFFLORESCENCE, SCATTERED THROUGHOUT THE RIGHT END POST AT END BENT 1.

Span 1 Deck: TOP OF CURB AND SIDEWALK HAVE HAIRLINE MAP CRACKING WITH EFFLORESCENCE FOR THE FULL LENGTH.

Span 2 Deck: EXPOSED SHOULDERS IN THE TOP OF THE DECK HAS SCATTERED TRANSVERSE HAIRLINE CRACKS UP TO 1.5 FEET LONG

Span 2 Wearing Surface: TWO FULL WIDTH X 3/4 INCHES TRANSVERSE CRACKS ALONG END BENT 2 FILL FACE

Bent 1 Pile 1: FULL HEIGHT CHECKS UP TO 5 INCHES DEEP.

Bent 1 Pile 1: 5 INCHES WIDE X 26 INCHES HIGH X 1 INCHES DEEP SHAKE ON SOUTH FACE AT BOTTOM OF CAP. FULL HEIGHT ON NORTH FACE

Stream Bed Soundings

(Profile diagram on following sheet)

County **PITT** Structure Number: **730469** Sounding Date **03/14/2024**

Sounding recorded from: **Top of Bridge Rail**

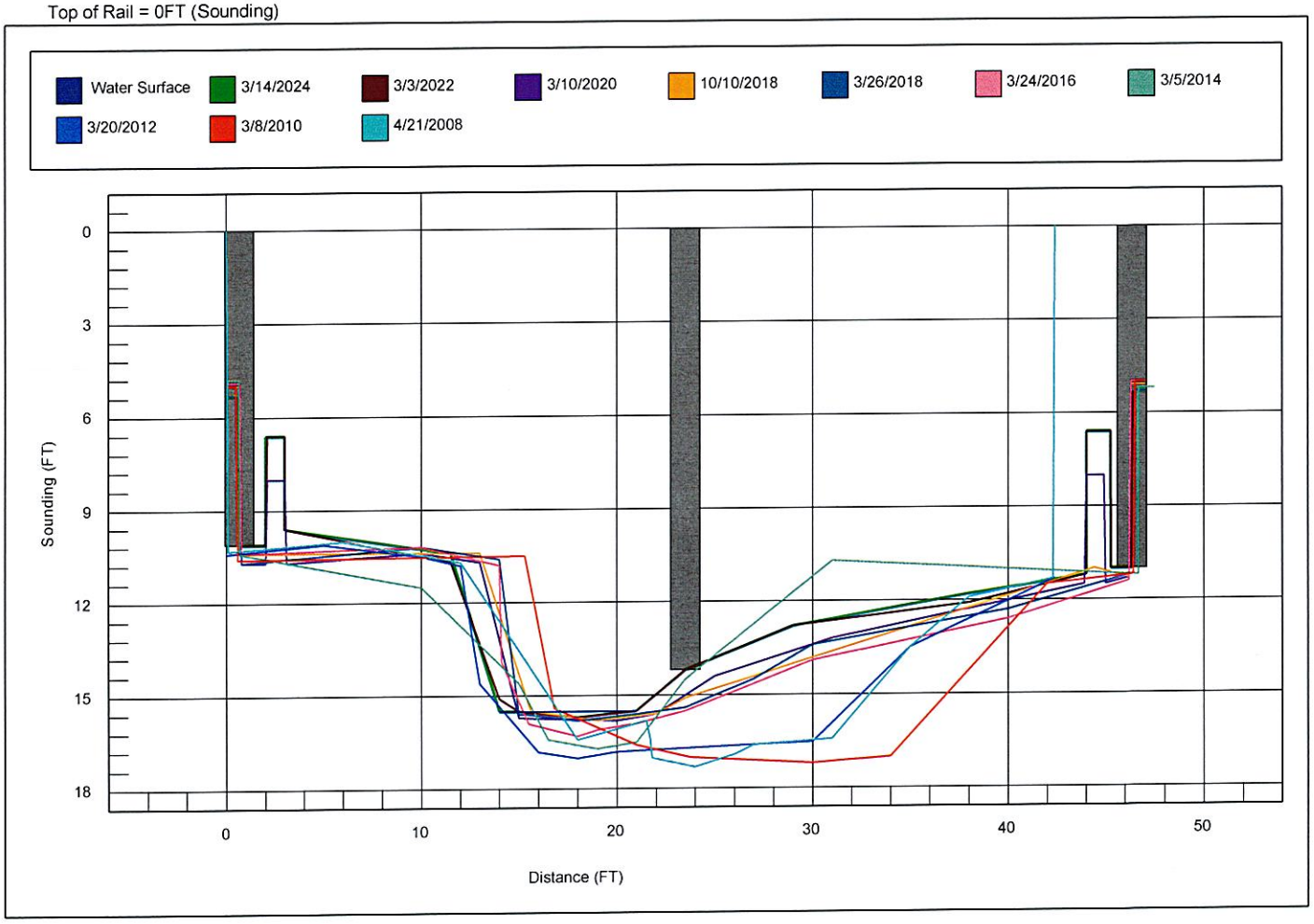
Highwater Mark Distance **10.4** Location of Highwater Mark **TOP OF BANK AT STATION 11.50**

Distance (Station) ft.	Downstream Sounding ft.	Upstream Sounding ft.	Description
0.000	5.300	0.000	TOP OF BACKWALL
0.667	5.300	0.000	TOP OF BACKWALL
0.668	10.100	0.000	GROUND AT FACE OF ABUTMENT 1
2.000	10.100	0.000	GROUNDLINE
2.001	6.600	0.000	TOP OF CAP
3.000	6.600	0.000	TOP OF CAP
3.001	9.600	9.900	GROUND AT FACE OF CAP
11.500	10.400	0.000	GROUNDLINE
14.000	15.500	0.000	WSWE
15.000	15.500	0.000	STREAMBED
18.000	15.700	0.000	STREAMBED
21.000	15.500	0.000	WSWE
23.500	14.200	13.200	BENT 1
29.000	12.800	0.000	GROUNDLINE
38.000	11.800	0.000	GROUNDLINE
44.000	11.200	10.800	GROUND AT FACE OF CAP
44.001	6.600	0.000	TOP OF CAP
45.250	6.600	0.000	TOP OF CAP
45.251	11.000	0.000	GROUNDLINE
46.333	11.000	0.000	GROUND AT FACE OF ABUTMENT 2
46.334	5.300	0.000	TOP OF BACKWALL
47.000	5.300	0.000	TOP OF BACKWALL

Bridge: 730469 County: PITT Date: 03/14/2024

STREAMBED PROFILE (Downstream)

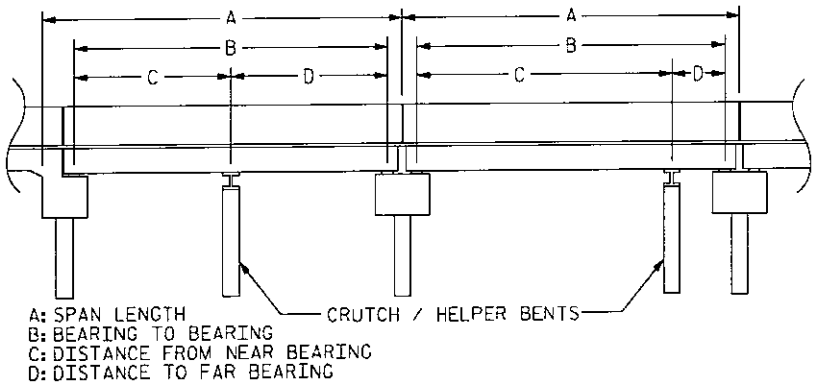
Top of Rail = 0FT (Sounding)



Structure Data Worksheet

Span Profile

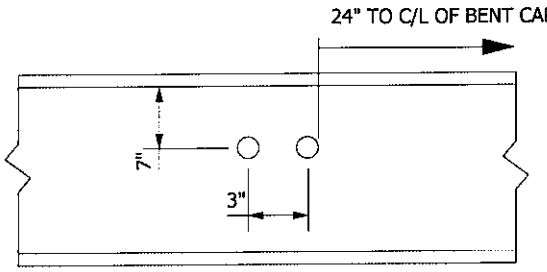
County: **PITT** Structure Number: **730469**



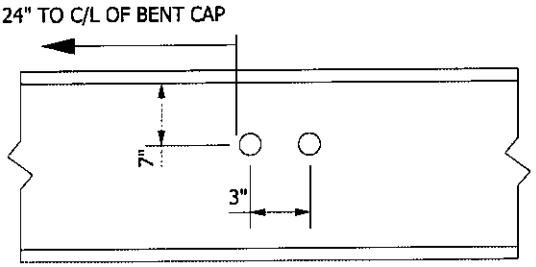
Span Number	Span Length	Bearing to Bearing	Crutch/ Helper Bent	Distance to Near Bearing	Distance to Far Bearing
1	23.500	21.080			
2	23.500	21.250			

Bridge Inspection Field Sketch

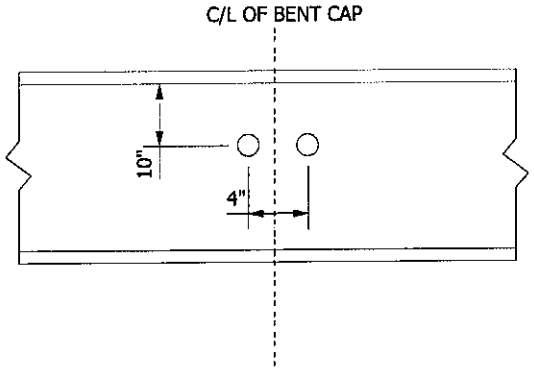
*ALL HOLES ARE 1" DIAMETER



SPAN 1: BEAMS 6, 7, 8, AND 9



SPAN 2: BEAMS 1, 2, 3, AND 4



BEAM 5

MEASUREMENT VERIFIED JA 3/14/2024

Title	Description
SALVAGED BEAMS	SPAN 1 AND SPAN 2

Structure No: 730469	Drawn By: JA	Date: 3/14/2024	Filename: S001626000074.wes

Bridge Inspection Field Sketch

KENSINGTON DR

Roadway	24ft Wide	2 Paved Lanes	Looking East
Left Shoulder	2ft Wide	2ft Gutter	
Right Shoulder	7ft Wide	2ft Gutter	5ft Sidewalk
Left Guardrail			
Right Guardrail			
MEASUREMENTS TAKEN 30 FEET FROM END BENT 1			

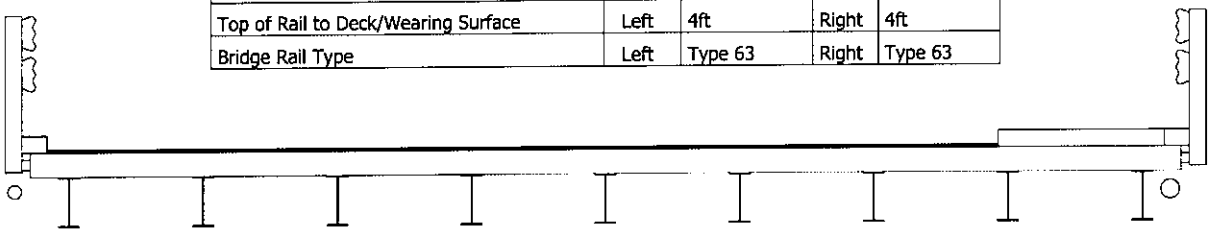
MEASUREMENTS VERIFIED BY JA ON 03/14/2024

Title	Description
APPROACH ROADWAY	LOOKING EAST

Structure No: 730469	Drawn By: JA	Date: 3/14/2024	Filename: S001626000069.wes

Bridge Inspection Field Sketch

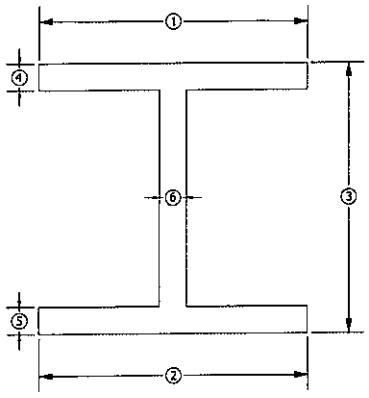
Deck Width/Out to Out	34.667ft	Between Rails			32ft
Clear Roadway	27ft	Wearing Surface			1in
Median Width		Median Height			
Curb Height		Left	9in	Right	6in
Sidewalk Width		Left		Right	5ft
Clear Roadway (Rail to Median)		Left		Right	
Guardrail Width		Left	5in	Right	5in
Top of Rail to Deck/Wearing Surface		Left	4ft	Right	4ft
Bridge Rail Type		Left	Type 63	Right	Type 63



6" DIAMETR UTILITY BELOW SOUTH OVERHANG. 3" DIAMETER UTILITY AT NORTH END

Measurements for Span #	1		
Deck Thickness	8.75in	Left Overhang	1.167ft
Top of Rail to Bottom of Beam (Avg)	6.312ft	Right Overhang	1.167ft

Beam #	Beam Type	Width	Height	Spacing	From
1	Plate Girder	7.625in	18in	1.167ft	Left Edge of Deck
2	Plate Girder	7.625in	18in	4.042ft	Beam 1
3	Plate Girder	7.625in	18in	4.042ft	Beam 2
4	Plate Girder	7.625in	18in	4.042ft	Beam 3
5	Plate Girder	7.625in	18in	4.042ft	Beam 4
6	Plate Girder	7.625in	18in	4.042ft	Beam 5
7	Plate Girder	7.625in	18in	4.042ft	Beam 6
8	Plate Girder	7.625in	18in	4.042ft	Beam 7
9	Plate Girder	7.625in	18in	4.042ft	Beam 8



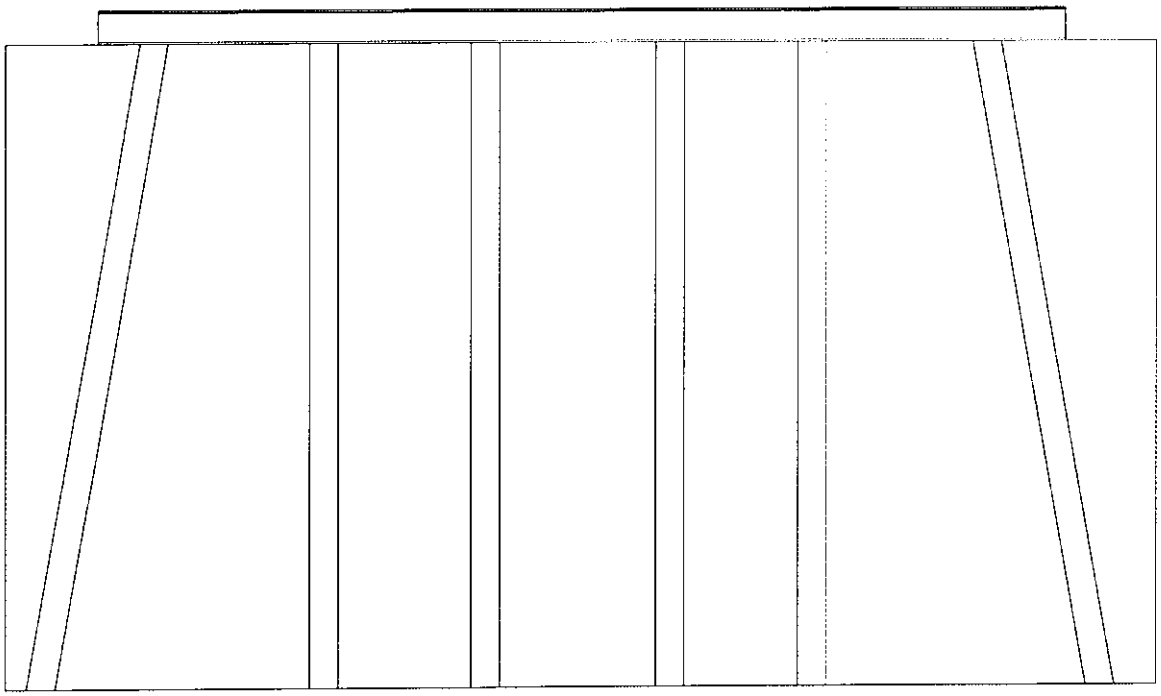
All Beams	
1	7.625in
2	7.625in
3	18in
4	0.415in
5	0.415in
6	0.4in

MEASUREMENTS VERIFIED BY JA 03/14/2024

Title	Description
TYPICAL SECTION	SPAN 1, SPAN 2 SIMIALR

Structure No: 730469	Drawn By: JA	Date: 3/14/2024	Filename: S001626000070.wes

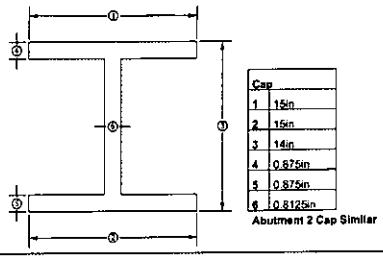
Bridge Inspection Field Sketch



Caps							
#	Name	Type	Length	Width	Height	Left Beam to End of Cap	Right Beam to End of Cap
1	Cap 1	Steel Pier Cap	34.083ft	15in	14in	0.854ft	0.896ft

Abutments				
#	Name	Type	Length	Height
1	Abutment 1	Timber Abutment	40.5ft	8ft

Piles							
#	Name	Type	Spacing	From	Height/Diam	Width	Length
1	Pile 1	Timber Pile	2ft	Left End of Bent	12in		0ft
2	Pile 2	Timber Pile	6ft	Pile 1	12in		0ft
3	Pile 3	Timber Pile	5.667ft	Pile 2	12in		0ft
4	Pile 4	Timber Pile	6.5ft	Pile 3	12in		0ft
5	Pile 5	Timber Pile	5ft	Pile 4	12in		0ft
6	Pile 6	Timber Pile	6.167ft	Pile 5	12in		0ft

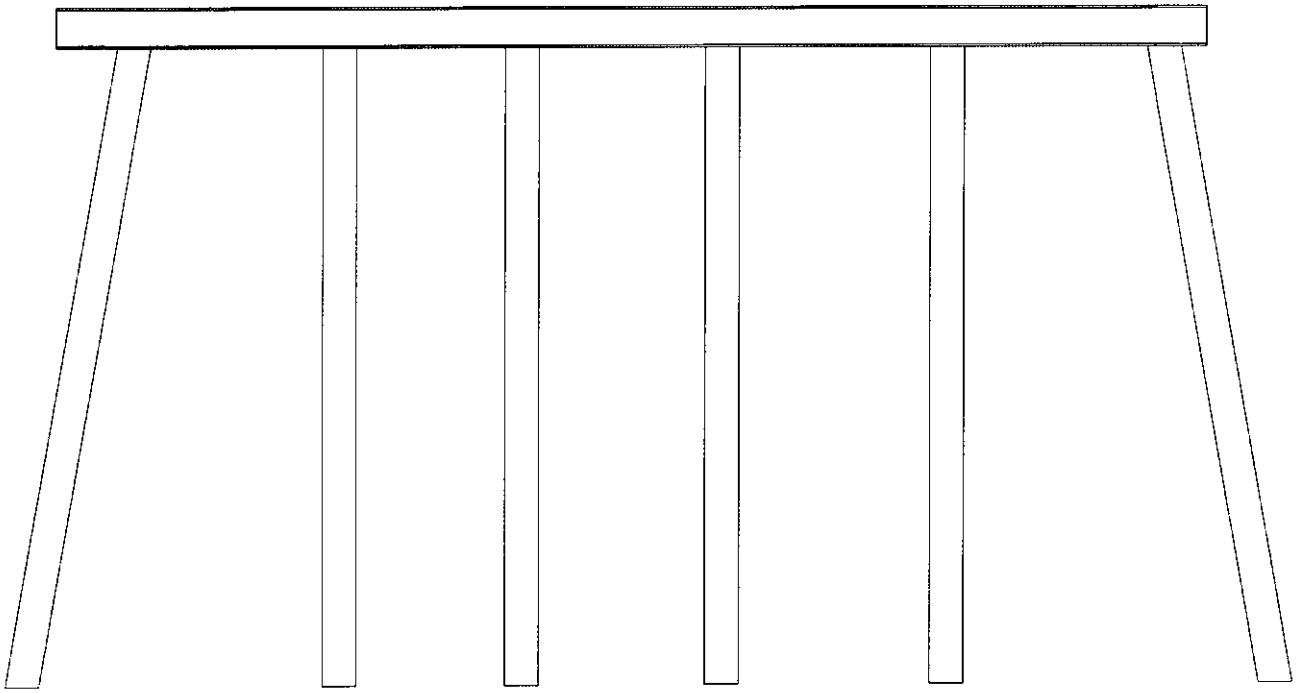


MEASUREMENTS VERIFIED JA 3/14/2024

Title	Description
SUBSTRUCTURE 1	ABUTMENT 1

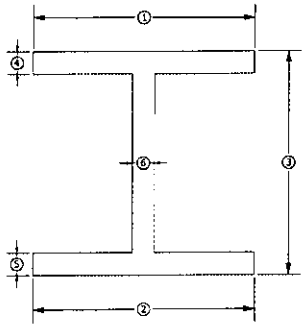
Structure No: 730469	Drawn By: JA	Date: 3/14/2024	Filename: S001626000072.wes

Bridge Inspection Field Sketch



Caps							
#	Name	Type	Length	Width	Height	Left Beam to End of Cap	Right Beam to End of Cap
1	Cap 1	Steel Pier Cap	34.083ft	15in	14.25in	0.917ft	0.833ft

Piles							
#	Name	Type	Spacing	From	Height/Diam.	Width	Length
1	Pile 1	Timber Pile	2.33ft	Left End of Bent	12in	12in	0ft
2	Pile 2	Timber Pile	6.083ft	Pile 1	12in	12in	0ft
3	Pile 3	Timber Pile	5.417ft	Pile 2	12in	12in	0ft
4	Pile 4	Timber Pile	5.917ft	Pile 3	12in	12in	0ft
5	Pile 5	Timber Pile	6.667ft	Pile 4	12in	12in	0ft
6	Pile 6	Timber Pile	6.417ft	Pile 5	12in	12in	0ft



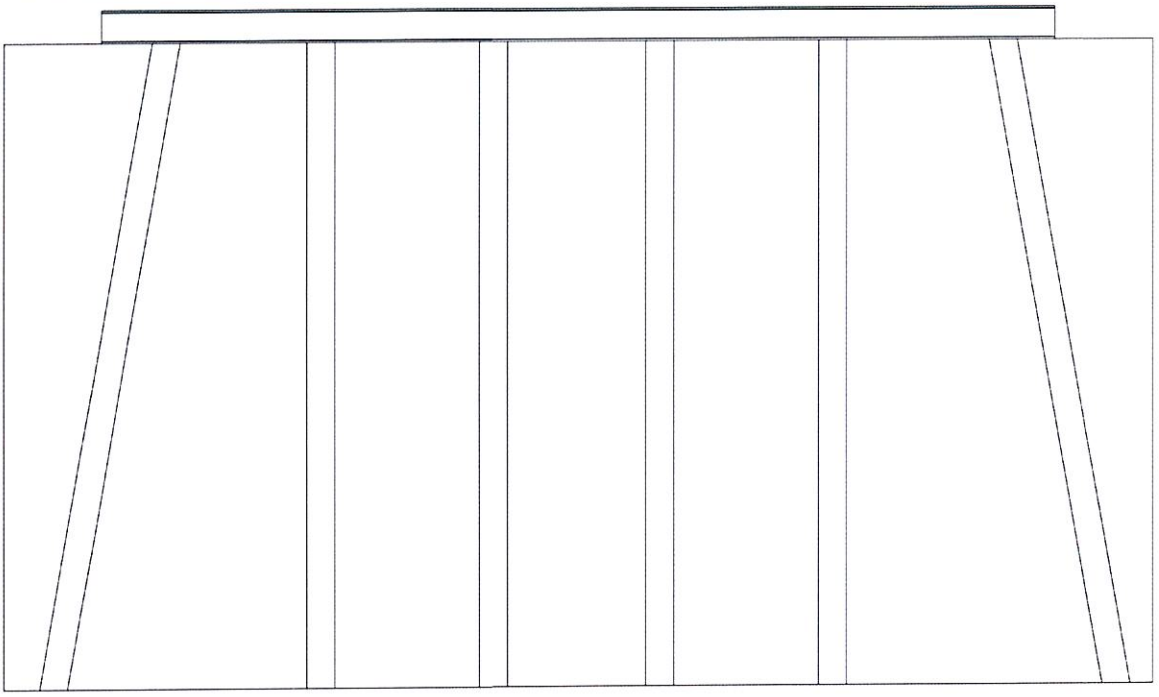
Cap	
1	15in
2	15in
3	14.25in
4	0.75in
5	0.75in
6	0.75in

MEASUREMENTS VERIFIED JA 3/14/2024

Title	Description
SUBSTRUCTURE 2	BENT 1

Structure No: 730469	Drawn By: JA	Date: 3/14/2024	Filename: S001626000071.wes

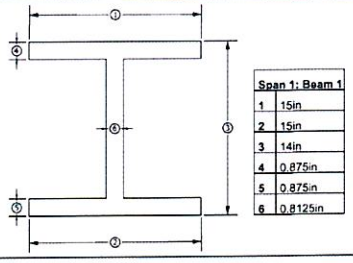
Bridge Inspection Field Sketch



Caps							
#	Name	Type	Length	Width	Height	Left Beam to End of Cap	Right Beam to End of Cap
1	Cap 1	Steel Pier Cap	34ft	15in	14in	0.833ft	0.833ft

Abutments				
#	Name	Type	Length	Height
1	Abutment 1	Timber Abutment	41ft	8ft

Piles							
#	Name	Type	Spacing	From	Height/Diam.	Width	Length
1	Pile 1	Timber Pile	2.33ft	Left End of Bent	12in		0ft
2	Pile 2	Timber Pile	5.5ft	Pile 1	12in		0ft
3	Pile 3	Timber Pile	6.167ft	Pile 2	12in		0ft
4	Pile 4	Timber Pile	5.917ft	Pile 3	12in		0ft
5	Pile 5	Timber Pile	6.167ft	Pile 4	12in		0ft
6	Pile 6	Timber Pile	6.083ft	Pile 5	12in		0ft



Span 1: Beam 1	
1	15in
2	15in
3	14in
4	0.875in
5	0.875in
6	0.8125in

MEASURMENTS VERIFIED JA 3/14/2024

Title	Description
SUBSTRUCTURE 3	ABUTMENT 2

Structure No: 730469	Drawn By: JA	Date: 3/14/2024	Filename: S001626000073.wes

Structure: 730469 County: PITT Date: 03/14/2024 Structure Photos

LOOKING EAST

WEST APPROACH LOOKING WEST

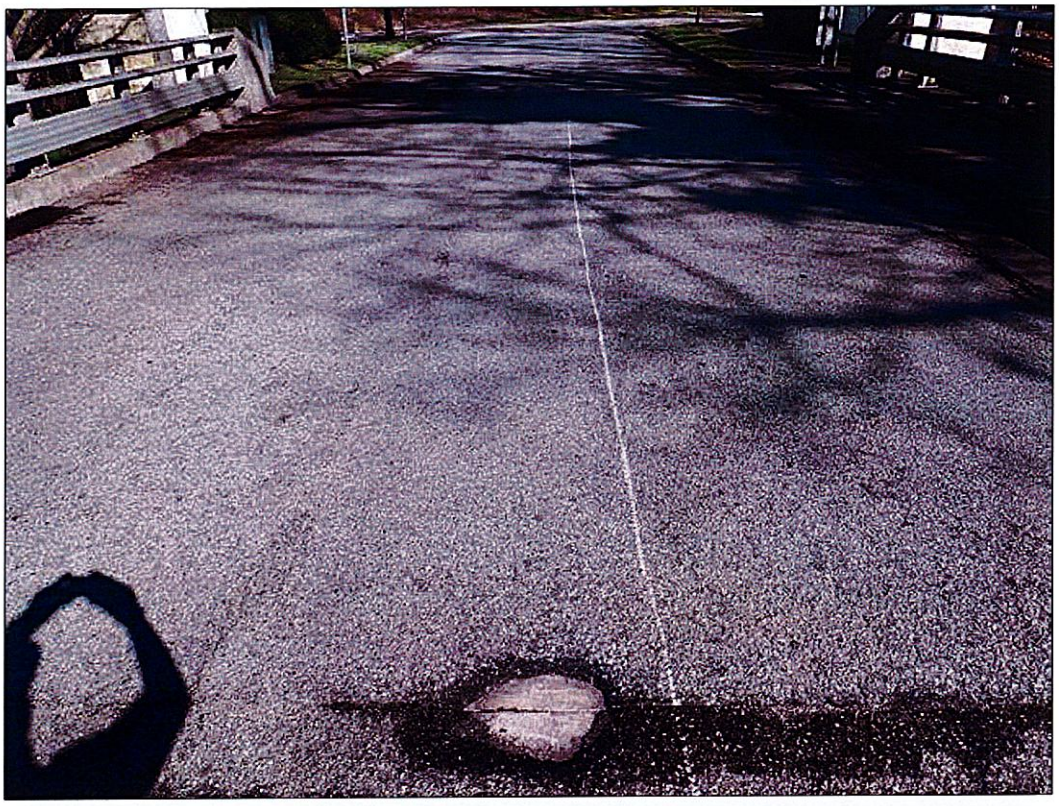
Structure: 730469 County: PITT Date: 03/14/2024 Structure Photos

EAST APPROACH LOOKING EAST

LEFT BARRIER RAIL, TYPICAL

SOUTHWEST DELINEATOR, TYPICAL

WEST APPROACH TO END BENT 1 TRANSITION

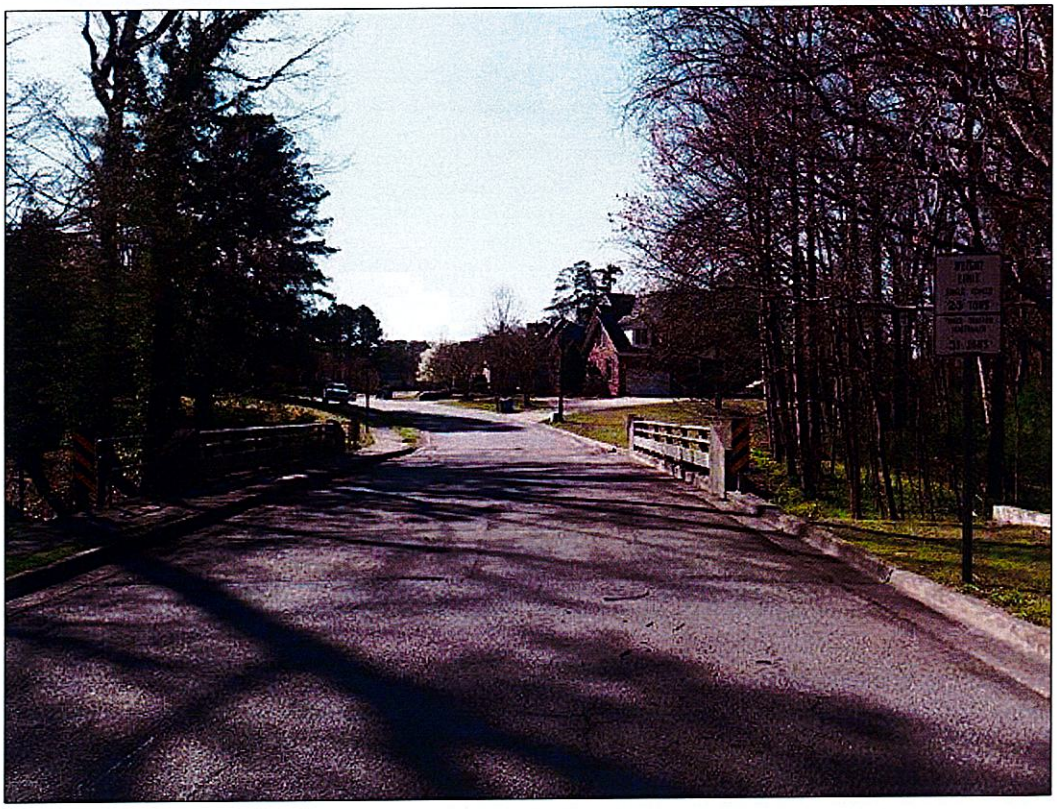


ASPHALT WEARING SURFACE, TYPICAL

LOOKING UPSTREAM (SOUTH)

Structure: 730469 County: PITT Date: 03/14/2024 Structure Photos

LOOKING DOWNSTREAM (NORTH)



LOOKING WEST

Structure: 730469 County: PITT Date: 03/14/2024 Structure Photos

SOUTHWEST WEIGHT LIMIT SIGN

NORTHEAST WEIGHT LIMIT SIGN

3 INCH DIAMETER UTILITY AT NORTH END

NORTHWEST WINGWALL, TYPICAL

SOUTH ELEVATION

BENT 1 ELEVATION

NORTH ELEVATION

SPAN 1 SUPERSTRUCTURE, TYPICAL

END BENT 1 ELEVATION

END BENT 1 ELEVATION

BAY 4 INTERMEDIATE DIAPHRAGM AT BENT 1, TYPICAL

LOOKING DOWNSTREAM (SOUTH) FROM BELOW

Structure: 730469 County: PITT Date: 03/14/2024 Structure Photos

LOOKING UPSTREAM (NORTH) WATERWAY OPENING

LOOKING DOWNSTREAM (SOUTH) WATERWAY OPENING

Structure: 730469 County: PITT Date: 03/14/2024 Structure Photos

LOOKING UPSTREAM (NORTH) FROM BELOW

6 INCH DIAMETER UTILITY BELOW SOUTH OVERHANG

ATTACHMENT B

City of Greenville/Greenville Utilities Commission
Minority and Women Business Enterprise Program

MWBE Guidelines for Professional Service Contracts
$50,000 and above

Policy Statement

It is the policy of the City of Greenville and Greenville Utilities Commission to provide minorities and women equal opportunity for participating in all aspects of the City's and Utilities' contracting and procurement programs, including but not limited to, construction projects, supplies and materials purchases, and professional and personal service contracts.

Goals and Good Faith Efforts

Service providers responding to this solicitation shall comply with the MWBE program by making Good Faith Efforts to achieve the following aspirational goals for participation.

	CITY	
	MBE	**WBE**
Professional Services	4%	4%

Submitters shall submit MWBE information with their submissions on the forms provided. This information will be subject to verification by the City prior to contract award. **As of July 1, 2009, contractors, subcontractors, suppliers, service providers, or MWBE members of joint ventures intended to satisfy City MWBE goals shall be certified by the NC Office of Historically Underutilized Businesses (NC HUB) only.** Firms qualifying as "WBE" for the City's goals must be designated as a "women-owned business" by the HUB Office. Firms qualifying as "MBE" for the City's goals must be certified in one of the other categories (i.e.: Black, Hispanic, Asian American, American Indian, Disabled, or Socially and Economically Disadvantaged). According to new Statewide Uniform Certification (SWUC) Guidelines, ethnicity supersedes gender; therefore, firms who are certified as both a "WBE" and "MBE" will satisfy the "MBE" category only. **Each goal must be met separately. Exceeding one goal does not satisfy requirements for the other.**

The City shall accept NCDOT certified firms on federally funded projects only.

Please note: A service provider may utilize any firm desired. However, for participation purposes, all MWBE firms who wish to do business *as a minority* must be certified by NC HUB. A complete database of NC HUB certified firms may be found at http://www.doa.nc.gov/hub/

Instructions

The submitter shall provide the following forms:

☐ FORM 1—Sub-Service Provider Utilization Plan

This form provides the amount of sub-contracted work proposed on the project for MWBE. This proposed participation is based on the current scope of work. Submitter must turn in this form with submission. If the submitter does not customarily subcontract elements of this type of project, do not complete this form. Instead complete FORM 2.

☐ FORM 2--Statement of Intent to Perform work without Sub-Service Providers

This form provides that the submitter does not customarily subcontract work on this type of project.

☐ Sub-Service Provider Utilization Commitment

Submitted by the selected service provider after negotiation of the contract and prior to Award, this form lists the MWBE firms committed to participate on the project. This commitment will reflect any changes in the Plan due to adjustments in project scope.

NOTE: A firm is expected to maintain the level of participation proposed in FORM 1 – Sub-Service Provider Utilization Plan – unless there is a negotiated change in the service required by the City. A firm is also encouraged to increase MWBE participation in the Utilization Commitment as a result of ongoing Good Faith Efforts.

☐ Proof of Payment Certification

Submitted by the selected service provider with each payment application, listing payments made to subconsultants. This form is not provided with the submission.

In addition to the forms provided above, each service provider must provide a discussion of its diverse business policies and procedures to include the good faith efforts it employed to utilize minority and women-owned firms on this project. This discussion must include:

1. *Outreach efforts that were employed by the firm to maximize the utilization of MWBE's.*
2. *A history of MWBE firms used on similar projects; and*
3. *The percentage participation of MWBE firms on these projects.*

NOTE: Those service providers submitting FORM 2 should discuss and provide documentation to justify 100% performance without the use of subconsultants (both majority and minority) per the statements of the form.

Minimum Compliance Requirements: All written statements, signed forms, or intentions made by the Submitter shall become a part of the agreement between the Submitter and the City for performance of contracts. Failure to comply with any of these statements, signed forms, or intentions or with the minority business guidelines shall constitute a breach of the contract. A finding by the City that any information submitted (either prior to award of the contract or during the performance of the contract) is inaccurate, false, or incomplete, shall also constitute a breach of the contract. Any such breach may result in termination of the contract in accordance with the termination provisions contained in the contract. It shall be solely at the option of the City whether to terminate the contract for breach or not. In determining whether a Submitter has made Good Faith Efforts, the City will evaluate all efforts made by the Submitter and will determine compliance in regard to quantity, intensity, and results of these efforts.

Sub-Service Provider Utilization Plan
FORM 1

(Must be included with submission if subcontracting any portion of work)

We _____, do certify that on the
(Company Name)

_____ we propose to expend a minimum of _____%
(Project Name)

of the total dollar amount of the contract with certified **MBE** firms and a minimum of _____% of the total dollar amount with **WBE** firms.

Name, Address, & Phone Number of Sub-Service Provider	*MWBE Category	Work description	% of Work

*Minority categories: Black, African American (**B**), Hispanic or Latino (**L**), Asian American (**A**) American Indian (**I**), Female (**F**) Socially and Economically Disadvantaged (**S**) Disabled (**D**)

The undersigned intends to enter into a formal agreement with MWBE firms for work listed in this schedule conditional upon execution of a contract with the current scope proposed by the Owner.

The undersigned hereby certifies that he/she has read the terms of this agreement and is authorized to bind the submitter to the agreement herein set forth.

Date:_____

Name & Title of Authorized Representative_____

Signature of Authorized Representative_____

Statement of Intent to Perform work without Sub-Service Providers
FORM 2

(Must be included <u>with</u> submission if <u>not</u> subcontracting any portion of work)

We, _____, hereby certify that it is our

intent to perform ***<u>100% of the work required</u>*** for the _____ contract.
(Project Name)

In making this certification, the Proposer states the following:

i. It is a normal and customary practice of the Proposer to perform all elements of this type of contract with its own workforce and without the use of subconsultants. *The Proposer has substantiated this by providing documentation of at least three (3) other projects within the last five (5) years on which they have done so.*

☐ **Check box to indicate documentation is attached.**

ii. The Proposer has a valid business reason for self-performing all work on the Contract as opposed to subcontracting with a MWBE. The Proposal must describe the valid business reason for self-performing, and the Proposer must submit with its Bid or Proposal documentation sufficient to demonstrate to the Authority reasonable satisfaction the validity of such assertions.

☐ **Check box to indicate documentation is attached.**

iii. If it should become necessary to subcontract some portion of the work at a later date, the Proposer will notify the City and institute good faith efforts to comply with all requirements of the MWBE program in providing equal opportunities to MWBEs to subcontract the work. **The firm will also submit a Request to Change MWBE Participation Form (even if the final subconsultant is not MWBE).**

The undersigned hereby certifies that he or she has read the terms of this certification and is authorized to bind the Proposer in accordance herewith.

Date: _____

Name & Title of Authorized Representative_____

Signature of Authorized Representative_____

Sub-Service Provider Utilization Commitment

(Must be submitted after contract negotiation and prior to Award)

We _____, do certify that on the
(Company Name)

_____ we will expend a minimum of _____%
(Project Name)

of the total dollar amount of the contract with certified **MBE** firms and a minimum of _____% of the total dollar amount of the work with **WBE**.

Name, Address, & Phone Number of Sub-Service Provider	*MWBE Category	Work description	% of Work

*Minority categories: Black, African American (**B**), Hispanic or Latino (**L**), Asian American (**A**) American Indian (**I**), Female (**F**) Socially and Economically Disadvantaged (**S**) Disabled (**D**)

The undersigned will enter into a formal agreement with MWBE firms for work listed in this schedule. Failure to fulfill this commitment may constitute a breach of contract.

The undersigned hereby certifies that he/she has read the terms of this commitment and is authorized to bind the submitter to the commitment herein set forth.

Date:_____

Name & Title of Authorized Representative_____

Signature of Authorized Representative_____

REQUEST TO CHANGE MWBE PARTICIPATION

(Submit changes only if recipient of intent to award letter, continuing through project completion.)

Project: _____

Bidder or Prime Consultant: _____

Name & Title of Authorized Representative: _____

Address: _____ Phone #: _____

_____ Email Address: _____

Original Total Contract Amount: $_____

Total Contract Amount (including approved change orders or amendments): $_____

Will this request change the dollar amount of the contract? ☐ Yes ☐ No

If yes, give the total contract amount including change orders and proposed change: $_____

The proposed request will do the following to overall MWBE participation (please check one):

☐ Increase ☐ Decrease ☐ No Change

Name of subconsultant: _____

Service provided: _____

Proposed Action:

___Replace subconsultant
___Perform work in-house

For the above actions, you must provide one of the following reasons (Please check applicable reason):

___ The listed MBE/WBE, after having had a reasonable opportunity to do so, fails or refuses to execute a written contract.

___The listed MBE/WBE is bankrupt or insolvent.

___The listed MBE/WBE fails or refuses to perform his/her subcontract or furnish the listed materials.

___The work performed by the listed subconsultant is unsatisfactory according to industry standards and is not in accordance with the plans and specifications; or the subconsultant is substantially delaying or disrupting the progress of the work.

If replacing subconsultant:

Name of replacement subconsultant: _____

Is the subconsultant a certified MWBE ? ___Yes ___No

If no, please attach documentation of outreach efforts employed by the firm to utilize an MWBE.

Dollar amount of original consultant contract $_____

Dollar amount of amended consultant contract $ _____

Other Proposed Action:

___Increase total dollar amount of work
___Decrease total dollar amount of work
___Add as an additional subconsultant*
___Other

Please describe reason for requested action: _____

_____

**If adding additional subconsultant:*

Is the subconsultant a certified MWBE? ___Yes ___No

If no, please attach documentation of outreach efforts employed by the firm to utilize an MWBE.

Dollar amount of original consultant contract $_____

Dollar amount of amended consultant contract $ _____

Interoffice Use Only:

Approval __Y __N

Date_____

Signature_____

Pay Application No. _____
Purchase Order No. _____

Proof of Payment Certification

M/WBE Contractors, Suppliers, Service Providers

Project Name: _____

Prime Service Provider: _____

Current Contract Amount (including change orders): $_____

Requested Payment Amount for this Period: $_____

Is this the final payment? ___Yes ___No

Firm Name	M/WBE Category*	Total Amount Paid from this Pay Request	Total Contract Amount	Total Amount Remaining

*Minority categories: Black, African American (**B**), Hispanic or Latino (**L**), Asian American (**A**) American Indian (**I**), Female (**F**) Socially and Economically Disadvantaged (**S**) Disabled (**D**)

Date:_____ Certified By: _____

Print Name, Title

_____

Signature

ATTACHMENT C

AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly by

ACEC
American Council of Engineering Companies

AGC of America
The Associated General Contractors of America
Quality People. Quality Projects.

ASCE American Society of Civil Engineers

National Society of Professional Engineers
Professional Engineers in Private Practice

AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

AMERICAN SOCIETY OF CIVIL ENGINEERS

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
A Practice Division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

This Agreement has been prepared for use with the Standard General Conditions of the Construction Contract (EJCDC C-700, 2007 Edition). Their provisions are interrelated, and a change in one may necessitate a change in the other. For guidance on the completion and use of this Agreement, see EJCDC User's Guide to the Owner-Engineer Agreement, EJCDC E-001, 2009 Edition.

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EJCDC

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of _____ , _____ ("Effective Date") between

_____ ("Owner") and

_____ ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

_____ ("Project").

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

_____

_____

Owner and Engineer further agree as follows:

SERVICES OF ENGINEER

Scope

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

OWNER'S RESPONSIBILITIES

General

A. Owner shall have the responsibilities set forth herein and in Exhibit B.

B. Owner shall pay Engineer as set forth in Exhibit C.

C. Owner shall be responsible for, and Engineer may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use such requirements, programs,

instructions, reports, data, and information in performing or furnishing services under this Agreement.

SCHEDULE FOR RENDERING SERVICES

Commencement

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

Time for Completion

A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided in Exhibit A, and are hereby agreed to be reasonable.

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

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

D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.

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

INVOICES AND PAYMENTS

Invoices

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

Payments

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

B. *Failure to Pay*: If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:

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

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

C. *Disputed Invoices:* If Owner contests an invoice, Owner shall promptly advise Engineer of the specific basis for doing so, may withhold only that portion so contested, and must pay the undisputed portion.

D. ~~*Legislative Actions:* If after the Effective Date any governmental entity takes a legislative action that imposes taxes, fees, or charges on Engineer's services or compensation under this Agreement, then the Engineer may invoice such new taxes, fees, or charges as a Reimbursable Expense to which a factor of 1.0 shall be applied. Owner shall reimburse Engineer for the cost of such invoiced new taxes, fees, and charges; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.~~

OPINIONS OF COST

Opinions of Probable Construction Cost

A. Engineer's opinions of probable Construction Cost are to be made on the basis of Engineer's experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional generally familiar 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, Owner must employ an independent cost estimator as provided in Exhibit B.

Designing to Construction Cost Limit

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

Opinions of Total Project Costs

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

GENERAL CONSIDERATIONS

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 Engineer's services.

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

C. *Consultants:* Engineer may employ such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.

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

E. *Compliance with Laws and Regulations, and Policies and Procedures*:

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

2. Prior to the Effective Date, Owner provided to Engineer in writing any and all policies and procedures of Owner applicable to Engineer's performance of services under this Agreement. provided to Engineer in writing. Engineer shall comply with such policies and procedures, 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. Changes after the Effective Date to these Laws and Regulations, or to Owner-provided written policies and procedures, may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation.

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

G. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (EJCDC C-700, 2007 Edition) unless both parties mutually agree to use other general conditions by specific reference in Exhibit J.

H. Engineer shall not at any time supervise, direct, control, or have authority over any contractor work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any

failure of a contractor to comply with Laws and Regulations applicable to such contractor's furnishing and performing of its work.

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

J. Engineer shall not provide or have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.

K. Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor, or Supplier, or of any of their agents or employees or of any other persons (except Engineer's own agents, employees, and Consultants) at the Site or otherwise furnishing or performing any Work; or for any decision made regarding the Contract Documents, or any application, interpretation, or clarification, of the Contract Documents, other than those made by Engineer.

L. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

Design Without Construction Phase Services

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

Use of Documents

A. All Documents are instruments of service in respect to this Project, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed. Owner shall not rely in any way on any Document unless it is in printed form, signed or sealed by the Engineer or one of its Consultants.

B. Either party to this Agreement may rely that data or information set forth on paper (also known as hard copies) that the party receives from the other party by mail, hand delivery, or facsimile, are the items that the other party intended to send. Files in electronic media format of text, data, graphics, or other types that are furnished by one party to the other are furnished only for convenience, not reliance by the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between

the electronic files and the hard copies, the hard copies govern. If the parties agree to other electronic transmittal procedures, such are set forth in Exhibit J.

C. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any transmittal errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files.

D. When transferring documents in electronic media format, the transferring party makes no representations as to long-term compatibility, usability, or readability of such documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the documents' creator.

E. Owner may make and retain copies of Documents for information and reference in connection with use on the Project by Owner. 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 for all services relating to preparation of the Documents and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.

F. 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.

Insurance

A. Engineer shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.

B. ~~Owner shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability policies and as loss payees on any property insurance policies carried by Owner which are applicable to the Project.~~

C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, property damage (other than to the Work itself), motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in

the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project.

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

E. All policies of property insurance relating to the Project shall contain provisions to the effect that Engineer's and its Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against Engineer or its Consultants, or any insureds, additional insureds, or loss payees thereunder.

F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 30 days prior written notice has been given to Owner and Engineer and to each other additional insured (if any) to which a certificate of insurance has been issued.

G. At any time, Owner may request that Engineer or its Consultants, 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 its Consultants 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.

Suspension and Termination

A. *Suspension*:

By Owner: Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.

By Engineer: Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement if Engineer's performance has been substantially delayed through no fault of Engineer.

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

1. For cause,

By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

By Engineer:

upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.

Engineer shall have no liability to Owner on account of such termination.

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

For convenience,

By Owner effective upon Engineer's receipt of notice from Owner.

C. *Effective Date of Termination*: The terminating party under Paragraph 6.05.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

D. *Payments Upon Termination*:

1. In the event of any termination under Paragraph 6.05, 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 shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.E.

2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.05.D.1, to invoice Owner and to payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

Controlling Law

A. This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located.

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 6.07.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, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted 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:

Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Contractor, Subcontractor, Supplier, other individual or entity, or to any surety for or employee of any of them.

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.

Owner agrees that the substance of the provisions of this Paragraph 6.07.C shall appear in the Contract Documents.

Dispute Resolution

A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to ~~invoking the procedures of Exhibit H or other provisions of this Agreement, or~~ exercising their rights under law.

B. ~~If the parties fail to resolve a dispute through negotiation under Paragraph 6.08.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights under law.~~

Environmental Condition of Site

A. Owner has disclosed to Engineer in writing the existence of all known and suspected Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, hazardous substances, and other Constituents of Concern located at or near the Site, including type, quantity, and location.

B. Owner represents to Engineer that to the best of its knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at the Site.

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

D. It is acknowledged by both parties that Engineer's scope of services does not include any services related to Constituents of Concern. If Engineer or any other party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Constituents of Concern; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.

E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on 30 days notice.

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

Indemnification and Mutual Waiver

A. *Indemnification by Engineer*: To the fullest extent permitted by law, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees from reasonable claims, costs, losses, and damages 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 Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants. ~~**This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."**~~

B. ~~*Indemnification by Owner*: Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations and to the extent (if any) required in Exhibit I, Limitations of Liability.~~

C. *Environmental Indemnification*: To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals, and all court, arbitration, or other dispute resolution costs) 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, 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, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

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

E. *Mutual Waiver*: To the fullest extent permitted by law, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

Miscellaneous Provisions

A. *Notices*: Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by facsimile, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

B. *Survival*: All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

C. *Severability*: Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

D. *Waiver*: A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

E. *Accrual of Claims:* To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

DEFINITIONS

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 provisions:

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

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

Asbestos – Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

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

Construction Contract – The entire and integrated written agreement between Owner and Contractor concerning the Work.

Construction Cost – The cost to Owner of those portions of the entire Project designed or specified by Engineer. 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 properties; 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 pursuant to Exhibit B of this Agreement. Construction Cost is one of the items comprising Total Project Costs.

Constituent of Concern – Any substance, product, waste, or other material of any nature whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; and (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

Consultants – Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates and consultants; subcontractors; or vendors.

Contract Documents – Those items so designated in the Construction Contract, including the Drawings, Specifications, construction agreement, and general and supplementary conditions. Only printed or hard copies of the items listed in the Construction Contract are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.

Contractor – The entity or individual with which Owner has entered into a Construction Contract.

Documents – Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.

Drawings – That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings are not Drawings as so defined.

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.

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

Hazardous Waste – The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

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

Owner – The individual or entity with which Engineer has entered into this Agreement and for which the 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.

PCBs – Polychlorinated biphenyls.

Petroleum – Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-hazardous waste and crude oils.

Project – The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.

Radioactive Material – Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

Record Drawings – Drawings depicting the completed Project, prepared by Engineer as an Additional Service and based solely 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.

Reimbursable Expenses – The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic and Additional Services for the Project.

Resident Project Representative – The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative agreed to by Owner. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.

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

Shop Drawings – All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.

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

Specifications – That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

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 at the Site.

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 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.

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 Subcontractor.

Total Project Costs – The sum of the Construction Cost, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner's costs for legal, accounting, insurance counseling and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement.

Work – The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

EXHIBITS AND SPECIAL PROVISIONS

Exhibits Included:

A. Exhibit A, Engineer's Services.

B. Exhibit B, Owner's Responsibilities.

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

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

E. Exhibit E, Notice of Acceptability of Work.

F. Exhibit F, Construction Cost Limit.

G. Exhibit G, Insurance.

H. ~~Exhibit H, Dispute Resolution~~.

I. Exhibit I, Limitations of Liability.

J. Exhibit J, Special Provisions.

K. Exhibit K, Amendment to Owner-Engineer Agreement.

L. Exhibit L, **Coronavirus State and Local Fiscal Recovery Funds Addendum.**

[NOTE TO USER: If an exhibit is not included, indicate "not included" after the listed exhibit item]

Total Agreement:

A. This Agreement, (together with the exhibits identified above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument based on the format of Exhibit K to this Agreement.

Designated Representatives:

A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of the respective party whom the individual represents.

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:

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

"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;

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

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

Owner:	Engineer:
City of Greenville	
By:	By:
Title: Mayor	Title:
Date:	Date:
Signed:	Signed:
	Engineer License or Firm's Certificate No.
	State of:
Address for giving notices:	Address for giving notices:
Public Works Department	
1500 Beatty Street / PO Box 7207	
Greenville, NC 27834	
Designated Representative (Paragraph 8.03.A):	Designated Representative (Paragraph 8.03.A):
Kevin Mulligan, P.E.	
Title: Director of Public Works	Title:
Phone Number: 252-329-4522	Phone Number:
Facsimile Number: 252-329-3545	Facsimile Number:
E-Mail Address: kmulligan@greenvillenc.gov	E-Mail Address:

This is **EXHIBIT A**, consisting of _____ pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, _____.

Engineer's Services

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

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

PART 1 – BASIC SERVICES

Study and Report Phase

Engineer shall:

Consult with Owner to define and clarify Owner's requirements for the Project and available data.

Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B which are not part of Engineer's Basic Services.

Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project designed or specified by Engineer, including but not limited to mitigating measures identified in the environmental assessment.

Identify and evaluate [*insert specific number or list here*] alternate solutions available to Owner and, after consultation with Owner, recommend to Owner those solutions which in Engineer's judgment meet Owner's requirements for the Project.

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 those alternate solutions available to Owner which Engineer recommends. For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a summary of allowances for other items and services included within the definition of Total Project Costs.

Perform or provide the following additional Study and Report Phase tasks or deliverables: [*here list any such tasks or deliverables*]

Furnish ___ review copies of the Report and any other deliverables to Owner within ___ calendar days of the Effective Date and review it with Owner. Within ___ calendar days of receipt, Owner shall submit to Engineer any comments regarding the Report and any other deliverables.

Revise the Report and any other deliverables in response to Owner's comments, as appropriate, and furnish ___ copies of the revised Report and any other deliverables to the Owner within ___ calendar days of receipt of Owner's comments.

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

Preliminary Design Phase

After acceptance by Owner of the Report and any other deliverables, selection by Owner of a recommended solution and indication of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner, and upon written authorization from Owner, Engineer shall:

Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.

Provide necessary field surveys and topographic and utility mapping for design purposes. Utility mapping will be based upon information obtained from utility owners.

Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.

Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in collating the various cost categories which comprise Total Project Costs.

Perform or provide the following additional Preliminary Design Phase tasks or deliverables: [*here list any such tasks or deliverables*]

Furnish ___ review copies of the Preliminary Design Phase documents and any other deliverables to Owner within ___ calendar days of authorization to proceed with this phase, and review them with Owner. Within ___ calendar days of receipt, Owner shall submit to Engineer any comments regarding the Preliminary Design Phase documents and any other deliverables.

Revise the Preliminary Design Phase documents and any other deliverables in response to Owner's comments, as appropriate, and furnish to Owner ___ copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables within ___ calendar days after receipt of Owner's comments.

Engineer's services under the Preliminary Design Phase will be considered complete on the date when the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables have been delivered to Owner.

Final Design Phase

After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and any other deliverables subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from Owner, Engineer shall:

Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.

Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the Project; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities.

Advise Owner of any adjustments to the opinion of probable Construction Cost known to Engineer.

Perform or provide the following additional Final Design Phase tasks or deliverables: [*here list any such tasks or deliverables*]

Prepare and furnish bidding documents for review by Owner, its legal counsel, and other advisors, and assist Owner in the preparation of other related documents. Within ___ days of receipt, Owner shall submit to Engineer any comments and, subject to the provisions of Paragraph 6.01.G, instructions for revisions.

Revise the bidding documents in accordance with comments and instructions from the Owner, as appropriate, and submit ___ final copies of the bidding documents, a revised opinion of probable Construction Cost, and any other deliverables to Owner within ___ calendar days after receipt of Owner's comments and instructions.

Engineer's services under the Final Design Phase will be considered complete on the date when the submittals required by Paragraph A1.03.A.6 have been delivered to Owner.

In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.

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 _____. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

Bidding or Negotiating Phase

After acceptance by Owner of the bidding documents and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:

Assist Owner in advertising for and obtaining bids or proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the bidding documents.

Issue addenda as appropriate to clarify, correct, or change the bidding documents.

Provide information or assistance needed by Owner in the course of any negotiations with prospective contractors.

Consult with Owner as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the Work as to which such acceptability is required by the bidding documents.

If bidding documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by bidders, but subject to the provisions of paragraph A2.02.A.2 of this Exhibit A.

Attend the Bid opening, prepare Bid tabulation sheets, and assist Owner in evaluating Bids or proposals and in assembling and awarding contracts for the Work.

Perform or provide the following additional Bidding or Negotiating Phase tasks or deliverables: [*here list any such tasks or deliverables*]

The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Agreement).

Construction Phase

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

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.

Resident Project Representative (RPR): Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties,

responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D. [If *Engineer will not be providing the services of an RPR, then delete this Paragraph 2 by inserting the word "DELETED" after the paragraph title, and do not include Exhibit D.*]

Selecting Independent Testing Laboratory: Assist Owner in the selection of an independent testing laboratory to perform the services identified in Exhibit B, Paragraph B2.01.0.

Pre-Construction Conference: Participate in a Pre-Construction Conference prior to commencement of Work at the Site.

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

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.

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

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 Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to Engineer in this Agreement and the 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 Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.

The purpose of Engineer's visits to, 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 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 Contract Documents. Engineer 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 Engineer 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, Engineer 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.

Defective Work: Reject Work if, on the basis of Engineer's observations, Engineer 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 Contract Documents.

Clarifications and Interpretations; Field Orders: Issue necessary clarifications and interpretations of the 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 Contract Documents. Subject to any limitations in the Contract Documents, Engineer may issue field orders authorizing minor variations in the Work from the requirements of the Contract Documents.

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.

Shop Drawings and Samples: Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the 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.

Substitutes and "or-equal": Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.

Inspections and Tests: Require such special 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 Contract Documents. Engineer'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 Contract Documents. Engineer shall be entitled to rely on the results of such tests.

Disagreements between Owner 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 Owner or Contractor, and in writing either deny such Claim in whole or in part, approve such Claim, or decline to resolve such Claim if Engineer in its discretion concludes that to do so would be inappropriate. In rendering such decisions, Engineer shall be fair and not show partiality to Owner or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

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:

Determine the amounts that Engineer recommends Contractor be paid. 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 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 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 Contractor's Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents).

By recommending any 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 and the Contract Documents. 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 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 Engineer 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.

Contractor's Completion Documents: Receive, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and

approvals, Shop Drawings, Samples and other data approved as provided under Paragraph A1.05.A.11, and transmit the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment. The extent of such review by Engineer will be limited as provided in Paragraph A1.05.A.11.

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 Project to determine if the Work is substantially complete. If after considering any objections of Owner, Engineer considers the Work substantially complete, Engineer shall deliver a certificate of Substantial Completion to Owner and Contractor.

Additional Tasks: Perform or provide the following additional Construction Phase tasks or deliverables: [*here list any such tasks or deliverables*].

Final Notice of Acceptability of the Work: Conduct a final visit to the Project to determine if the completed Work of Contractor is acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice in the form attached hereto as Exhibit E (the "Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of Paragraph A1.05.A.15.b) to the best of Engineer's knowledge, information, and belief and based on the extent of the services provided by Engineer under this Agreement.

Duration of Construction Phase: The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract as indicated in Paragraph A1.03.C, 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.

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.

Post-Construction Phase

Upon written authorization from Ownerduring the Post-Construction Phase Engineer shall:

Together with Owner, visit the Project to observe any apparent defects in the Work, assist Owner in consultations and discussions with Contractor concerning correction of any such defects, and make recommendations as to replacement or correction of defective Work, if any.

Together with Owner or Owner's representative, visit the Project within one month before the end of the correction period to ascertain whether any portion of the Work is subject to correction.

1. Perform or provide the following additional Post-Construction Phase tasks or deliverables: *[Here list any such tasks or deliverables]*

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

PART 2 – ADDITIONAL SERVICES

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

A. If authorized in writing by Owner, Engineer shall furnish or obtain from others Additional Services of the types listed below.

Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.

Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer or its 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 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.

Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those identified in Paragraph A1.01.A.4.

Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.

Providing renderings or models for Owner's use.

Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of financial feasibility and cash flow studies, rate schedules, and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing, and assisting Owner in obtaining

process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by Owner.

Furnishing services of Consultants for other than Basic Services.

Services attributable to more prime construction contracts than specified in Paragraph A1.03.D.

Services during out-of-town travel required of Engineer other than for visits to the Site or Owner's office.

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 Bidding Documents as a result of such review processes.

Preparing additional Bidding Documents or Contract Documents for alternate bids or prices requested by Owner for the Work or a portion thereof.

Assistance in connection with Bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required by Exhibit F.

Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.6, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.

Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor.

Providing assistance in responding to the presence of any Constituent of Concern at the Site, in compliance with current Laws and Regulations.

Preparing Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor, and furnishing such Record Drawings to Owner.

Preparation of operation and maintenance manuals.

Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, or other dispute resolution process related to the Project.

Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.

Assistance in connection with the adjusting of Project equipment and systems.

Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.

1. Assistance to Owner in developing procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related record-keeping.

Overtime work requiring higher than regular rates.

25. Other services performed or furnished by Engineer not otherwise provided for in this Agreement.

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

A. Engineer shall advise Owner in advance that Engineer is will immediately commence 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 from Owner.

Services in connection with work change directives and change orders to reflect changes requested by Owner.

Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.

Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.

Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work (advance notice not required), (2) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.

Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of any part of the Work by Owner prior to Substantial Completion.

Evaluating an unreasonable claim or an excessive number of claims submitted by Contractor or others in connection with the Work.

Services during the Construction Phase rendered after the original date for completion of the Work referred to in A1.05.B.

Reviewing a Shop Drawing more than three times, as a result of repeated inadequate submissions by Contractor.

While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, state, or local safety authorities for similar construction sites.

This is **EXHIBIT B**, consisting of _____ pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, _____.

Owner's Responsibilities

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

B2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:

A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Owner will require to be included in the Drawings and Specifications; and furnish copies of Owner's standard forms, conditions, and related documents for Engineer to include in the Bidding Documents, when applicable.

Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.

Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:

Property descriptions.

Zoning, deed, and other land use restrictions.

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

Explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions relating to existing surface or subsurface structures at the Site, or hydrographic surveys, with appropriate professional interpretation thereof.

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

Data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto.

Give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of the presence at the Site of any Constituent of Concern, or of any other development that affects the scope or time of performance of Engineer's services, or any defect or nonconformance in Engineer's services, the Work, or in the performance of any Contractor.

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

Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.

Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.

Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.

Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:

Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.

Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.

Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the moneys paid.

Place and pay for advertisement for Bids in appropriate publications.

Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.

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

If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.

If more than one prime contract is to be awarded for the Work designed or specified by Engineer, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties,

responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.

Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Substantial Completion and final payment visits to the Project.

Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof.

Provide Engineer with the findings and reports generated by the entities providing services to Owner pursuant to this paragraph.

Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.

Perform or provide the following additional services: *[Here list any such additional services].*

COMPENSATION DECISION GUIDE
FOR USE WITH EXHIBIT C TO EJCDC E-500, 2008 EDITION

1. **Compensation for Basic Services (not including Resident Project Representative) (as described in Exhibit A, Part I)**

   Decision Question: Which method of compensation is to be used?

	Lump Sum	Standard Hourly Rates	Percentage of Construction Costs	Direct Labor Costs Times a Factor	Direct Labor Costs Plus Overhead Plus a Fixed Fee	Salary Costs Times a Factor
Use This Base Compensation Packet	Packet BC-1	Packet BC-2	Packet BC-3	Packet BC-4	Packet BC-5	Packet BC-6
Include This Appendix	N/A	Appendices 1 and 2	N/A	Appendix 1	Appendix 1	Appendix 1

2. **Compensation for Resident Project Representative (as described in Exhibit A, Paragraph A1.05.A.2, and in Exhibit D)**

   Decision Question: Which method of compensation is to be used?

	Lump Sum	Standard Hourly Rates	Percentage of Construction Costs	Direct Labor Costs Times a Factor	Salary Costs Times a Factor
Use This RPR Compensation Packet	Packet RPR-1	Packet RPR-2	Packet RPR-3	Packet RPR-4	Packet RPR-5
Include This Appendix	N/A	Appendices 1 and 2	N/A	Appendix 1	Appendix 1

3. **Compensation for Additional Services (as described in Exhibit A, Part 2)**

Decision Question: Which method of compensation is to be used?

	Standard Hourly Rates	**Direct Labor Costs Times a Factor**	**Salary Costs Times a Factor**
Use This Additional Services Compensation Packet	Packet AS-1	Packet AS-2	Packet AS-3
Include This Appendix	Appendices 1 and 2	Appendix 1	Appendix 1

Example: If Basic Services (other than RPR) will be compensated using Lump Sum; RPR services using Direct Labor Times a Factor; and Additional Services using Standard Hourly Rates; then use Packet BC-1; Packet RPR-4; Packet AS-1; and Appendices 1 and 2 to form Exhibit C.

SUGGESTED FORMAT
(for use with E-500, 2008 Edition)

This is **EXHIBIT C**, consisting of _____ pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated _____, _____.

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

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

ARTICLE 2 – OWNER'S RESPONSIBILITIES

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

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

A Lump Sum amount of $_____ based on the following estimated distribution of compensation:

Study and Report Phase	$_____
Preliminary Design Phase	$_____
Final Design Phase	$_____
Bidding and Negotiating Phase	$_____
Construction Phase	$_____
Post-Construction Phase	$_____

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

The Lump Sum includes compensation for Engineer's services and services of Engineer's Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor, overhead, profit, and Reimbursable Expenses.

The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period.

B. *Period of Service:* The compensation amount stipulated in Compensation Packet BC-1 is conditioned on a period of service not exceeding _____ months. If such period of service is extended, the compensation amount for Engineer's services shall be appropriately adjusted.

This is **EXHIBIT C**, consisting of _____ pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, _____.

Payments to Engineer for Services and Reimbursable Expenses
COMPENSATION PACKET BC-2: Basic Services – Standard Hourly Rates

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

ARTICLE 2 – OWNER'S RESPONSIBILITIES

C2.01 *Compensation For Basic Services (other than Resident Project Representative) – Standard Hourly Rates Method of Payment*

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

An amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and Engineer's Consultants' charges, if any.

Engineer's Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit C as Appendices 1 and 2.

The total compensation for services under Paragraph C2.01 is estimated to be $_____ based on the following estimated distribution of compensation:

Study and Report Phase	$_____
Preliminary Design Phase	$_____
Final Design Phase	$_____
Bidding or Negotiating Phase	$_____
Construction Phase	$_____
Post-Construction Phase	$_____

Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by Owner. See also C2.03.C.2 below.

The total estimated compensation for Engineer's services included in the breakdown by phases as noted in Paragraph C2.01.A.3 incorporates all labor, overhead, profit, Reimbursable Expenses and Engineer's Consultants' charges.

The amounts billed for Engineer's services under Paragraph C2.01 will be based on the cumulative hours charged to the Project during the billing period by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and Engineer's Consultants' charges.

The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually (as of ___) to reflect equitable changes in the compensation payable to Engineer.

C2.02 *Compensation For Reimbursable Expenses*

A. Owner shall pay Engineer for all Reimbursable Expenses at the rates set forth in Appendix 1 to this Exhibit C.

Reimbursable Expenses include the following categories: transportation and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls and mobile phone charges; reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Project-related items in addition to those required under Exhibit A. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.

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 _____.

C2.03 *Other Provisions Concerning Payment*

A. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of _____.

Factors. The external Reimbursable Expenses and Engineer's Consultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

Estimated Compensation Amounts:

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.

When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice, Owner and Engineer promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend the 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.

To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

This is **EXHIBIT C**, consisting of _____ pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, _____.

Payments to Engineer for Services and Reimbursable Expenses
COMPENSATION PACKET BC-3: Basic Services – Percentage of Construction Cost

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

ARTICLE 2 – OWNER'S RESPONSIBILITIES

C2.01 *Compensation for Basic Services (other than Resident Project Representative) – Percentage of Construction Cost Method of Payment*

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

General: An amount equal to _____ percent of the Construction Cost. This amount includes compensation for Engineer's Services and services of Engineer's Consultants, if any. The percentage of Construction Cost noted herein accounts for labor, overhead, profit, and Reimbursable Expenses.

As a basis for payment to Engineer, Construction Cost will be based on one or more of the following determinations with precedence in the order listed for Work designed or specified by Engineer:

For Work designed or specified and incorporated in the completed Project, the actual final price of the Construction Contract(s), as duly adjusted by change orders.

For Work designed or specified but not constructed, the lowest bona fide Bid received from a qualified bidder for such Work; or, if the Work is not bid, the lowest bona fide negotiated proposal for such Work.

For Work designed or specified but not constructed upon which no such Bid or proposal is received, Engineer's most recent opinion of probable Construction Cost.

Labor furnished by Owner for the Project will be included in the Construction Cost at current market rates including a reasonable allowance for overhead and profit. Materials and equipment furnished by Owner will be included at current market prices.

For purposes of determining Construction Cost under this provision, no deduction is to be made from Construction Contract pricing on account of any penalty, liquidated damages, or other amounts withheld from payments to Contractor(s).

Progress Payments:

The portion of the amounts billed for Engineer's services which is on account of the Percentage of Construction Cost will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period.

Upon conclusion of each phase of Basic Services, Owner shall pay such additional amount, if any, as may be necessary to bring total compensation paid during such phase on account of the percentage of Construction Cost to the following estimated percentages of total compensation payable on account of the percentage of Construction Cost for all phases of Basic Services:

Study and Report Phase	_____%
Preliminary Design Phase	_____%
Final Design Phase	_____%
Bidding or Negotiating Phase	_____%
Construction Phase	_____%
	100%

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

This is **EXHIBIT C**, consisting of _____ pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, _____.

Payments to Engineer for Services and Reimbursable Expenses
COMPENSATION PACKET BC-4: Basic Services – Direct Labor Costs Times a Factor

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

ARTICLE 2 – OWNER'S RESPONSIBILITIES

C2.01 *Compensation for Basic Services (other than Resident Project Representative) – Direct Labor Costs Times a Factor Method of Payment*

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

An amount equal to Engineer's Direct Labor Costs times a factor of _____ for the services of Engineer's personnel engaged on the Project, plus Reimbursable Expenses, estimated to be $_____, and Engineer's Consultant's charges, if any, estimated to be $_____.

Engineer's Reimbursable Expenses Schedule is attached to this Exhibit C as Appendix 1.

The total compensation for services under Paragraph C2.01 is estimated to be $_____ based on the following distribution of compensation:

Study and Report Phase	$_____
Preliminary Design Phase	$_____
Final Design Phase	$_____
Bidding or Negotiating Phase	$_____
Construction Phase	$_____
Post-Construction Phase	$_____

Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by Owner. See C2.03.C.2 below.

The total estimated compensation for Engineer's services included in the breakdown by phases as noted in Paragraph C2.01.A.3, incorporates all labor, overhead, profit, Reimbursable Expenses, and Engineer's Consultant's charges.

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 Consultant's charges incurred during the billing period.

Direct Labor Costs means salaries and wages paid to employees but does not include payroll-related costs or benefits.

The Direct Labor Costs and the factor applied to Direct Labor Costs will be adjusted annually (as of ___) to reflect equitable changes to the compensation payable to Engineer.

C2.02 *Compensation for Reimbursable Expenses*

A. Owner shall pay Engineer for all Reimbursable Expenses at the rates set forth in Appendix 1 to this Exhibit C.

Reimbursable Expenses include the following categories: transportation and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls and mobile phone charges; reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Project-related items in addition to those required under Exhibit A. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.

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 _____.

The Reimbursable Expenses Schedule will be adjusted annually (as of ___) to reflect equitable changes in the compensation payable to Engineer.

C2.03 *Other Provisions Concerning Payment*

A. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of _____.

Factors: The external Reimbursable Expenses and Engineer's Consultant's factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

Estimated Compensation Amounts:

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.

When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice, Owner and Engineer promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend Engineer's services during negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.

To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

This is **EXHIBIT C**, consisting of _____ pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, _____.

Payments to Engineer for Services and Reimbursable Expenses
COMPENSATION PACKET BC-5: Basic Services – Direct Labor Costs Plus Overhead Plus a Fixed Fee

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

ARTICLE 2 – OWNER'S RESPONSIBILITIES

C2.01 *Compensation for Basic Services (other than Resident Project Representative) – Direct Labor Costs Plus Overhead Plus a Fixed Fee Method of Payment*

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

An amount equal to Engineer's Direct Labor Costs plus overhead for the services of Engineer's personnel engaged directly on the Project, plus Reimbursable Expenses estimated to be $_____, plus Engineer's Consultant's charges, if any, estimated to be $_____, plus a fixed fee of $_____.

Engineer's Reimbursable Expenses Schedule is attached to this Exhibit C as Appendix 1.

The total compensation for services under Paragraph C2.01 is estimated to be $_____ based on the following estimated distribution of compensation:

Study and Report Phase	$_____
Preliminary Design Phase	$_____
Final Design Phase	$_____
Bidding or Negotiating Phase	$_____
Construction Phase	$_____
Post-Construction Phase	$_____

Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by Owner. See Paragraph C2.03.C.2 below.

The total estimated compensation for Engineer's services, included in the breakdown by phases as noted in Paragraph C2.01.A.3, incorporates all labor, overhead, fixed fees, Reimbursable Expenses, and Engineer's Consultant's charges.

The portion of the amounts billed for Engineer's services will be based on the applicable Direct Labor Costs for the cumulative hours charged to the Project during the billing period by Engineer's employees plus overhead, Reimbursable Expenses, Engineer's Consultant's charges, and the proportionate portion of the fixed fee.

Direct Labor Costs means salaries and wages paid to employees but does not include payroll-related costs or benefits.

Overhead includes the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation, and holiday pay applicable thereto; the cost of general and administrative overhead which includes salaries and wages of employees engaged in business operations not directly chargeable to projects, plus non-Project operating costs, including but not limited to, business taxes, legal, rent, utilities, office supplies, insurance, and other operating costs. Overhead shall be computed as a percentage of Direct Labor Costs. Fixed fee is the lump sum amount paid to Engineer by Owner as margin or profit and will only be adjusted by an amendment to this agreement.

Direct Labor Costs and Overhead applied to Direct Labor Costs will be adjusted annually (as of _____) to reflect equitable changes in the compensation payable to Engineer.

C2.02 *Compensation for Reimbursable Expenses*

A. Owner shall pay Engineer for all Reimbursable Expenses at the rates set forth in Appendix 1 to this Exhibit C.

Reimbursable Expenses include the following categories: transportation and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls and mobile phone charges, reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Project-related items in addition to those required under Exhibit A. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.

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 _____.

The Reimbursable Expenses Schedule will be adjusted annually (as of _____) to reflect equitable changes in the compensation payable to Engineer.

C2.03 *Other Provisions Concerning Payment*

A. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of _____.

Factors: The external Reimbursable Expenses and Engineer's Consultant's factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

Estimated Compensation Amounts:

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.

When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice, Owner and Engineer promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend Engineer's services during negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.

To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

This is **EXHIBIT C**, consisting of _____ pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, _____.

Payments to Engineer for Services and Reimbursable Expenses
COMPENSATION PACKET BC-6: Basic Services – Salary Costs Times a Factor

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

ARTICLE 2 – OWNER'S RESPONSIBILITIES

C2.01 *Compensation for Basic Services (other than Resident Project Representative) – Salary Costs Times a Factor Method of Payment*

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

An amount equal to Engineer's Salary Costs times a factor of _____ for all Basic Services by principals and employees engaged directly on the Project, plus Reimbursable Expenses, estimated to be $_____, and Engineer's Consultant's charges, if any, estimated to be $_____.

Engineer's Reimbursable Expenses Schedule is attached to this Exhibit C as Appendix 1.

The total compensation for services under Paragraph C2.01 is estimated to be $_____ based on the following assumed distribution of compensation:

Study and Report Phase	$_____
Preliminary Design Phase	$_____
Final Design Phase	$_____
Bidding or Negotiating Phase	$_____
Construction Phase	$_____
Post-Construction Phase	$_____

Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by Owner. See also Paragraph C2.03.C.2 below.

The total compensation for Engineer's services, included in the breakdown by phases as noted in Paragraph C2.01.A.3, incorporates all labor, overhead, profit, Reimbursable Expenses, and Engineer's Consultant's charges.

The portion of the amounts billed for Engineer's services will be based on the applicable Salary Costs for the cumulative hours charged to the Project incurred during the billing period by Engineer's principals and employees multiplied by the above designated factor, plus Reimbursable Expenses and Engineer's Consultant's charges.

Salary Costs means salaries and wages paid to Engineer's employees plus the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation, and holiday pay applicable thereto.

The Salary Costs and the factor applied to Salary Costs will be adjusted annually (as of ___) to reflect equitable changes in the compensation payable to Engineer.

C2.02 *Compensation for Reimbursable Expenses*

A. Owner shall pay Engineer for all Reimbursable Expenses at the rates set forth in Appendix 1 to this Exhibit C.

Reimbursable Expenses include the following categories: transportation and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls and mobile phone charges; reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Project-related items in addition to those required under Exhibit A. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.

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 _____.

The Reimbursable Expenses Schedule will be adjusted annually (as of ___) to reflect equitable changes in the compensation payable to Engineer.

C2.03 *Other Provisions Concerning Payment*

A. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of _____.

Factors: The external Reimbursable Expenses and Engineer's Consultant's factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

Estimated Compensation Amounts:

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.

When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice, Owner and Engineer promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend Engineer's services during negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.

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.

COMPENSATION PACKET RPR-1:
Resident Project Representative – Lump Sum

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

C2.04 *Compensation for Resident Project Representative Basic Services – Lump Sum Method of Payment*

A. Owner shall pay Engineer for Resident Project Representative Basic Services as follows:

Resident Project Representative Services: For services of Engineer's Resident Project Representative, if any, under Paragraph A1.05 of Exhibit A, the Lump Sum amount of $_____. The Lump Sum includes compensation for the Resident Project Representative's services, and for the services of any direct assistants to the Resident Project Representative. Appropriate amounts have been incorporated in the Lump Sum to account for labor, overhead, profit, and Reimbursable Expenses related to the Resident Project Representative's Services.

Resident Project Representative Schedule: The Lump Sum amount set forth in Paragraph C2.04.A.1 above is based on full-time RPR services on an eight-hour workday Monday through Friday over a ___ day construction schedule. Modifications to the schedule shall entitle Engineer to an equitable adjustment of compensation for RPR services.

COMPENSATION PACKET RPR-2:
Resident Project Representative – Standard Hourly Rates

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

C2.04 *Compensation for Resident Project Representative Basic Services – Standard Hourly Rates Method of Payment*

A. *Owner shall pay Engineer for Resident Project Representative Basic Services as follows:*

Resident Project Representative Services: For services of Engineer's Resident Project Representative under Paragraph A1.05A of Exhibit A, an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Resident Project Representative services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any. The total compensation under this Paragraph is estimated to be $_____ based upon full-time RPR services on an eight-hour workday, Monday through Friday, over a ___ day construction schedule.

Compensation for Reimbursable Expenses:

For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01, and are directly related to the provision of Resident Project Representative or Post-Construction Basic Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.

Reimbursable Expenses include the following categories: transportation and subsistence incidental thereto; ; providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of Resident Project Representative and assistants; toll telephone calls and mobile phone charges; reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Project-related items in addition to those required under Exhibit A. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.

The amounts payable to Engineer for Reimbursable Expenses, if any, will be those internal expenses related to the Resident Project Representative Basic Services that are actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such services, the latter multiplied by a factor of _____.

The Reimbursable Expenses Schedule will be adjusted annually (as of ___) to reflect equitable changes in the compensation payable to Engineer.

Other Provisions Concerning Payment Under this Paragraph C2.04:

Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of_____.

Factors: The external Reimbursable Expenses and Engineer's Consultant's factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

Estimated Compensation Amounts:

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.

When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice Owner and Engineer promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend Engineer's services during negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.

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.

COMPENSATION PACKET RPR-3:
Resident Project Representative – Percentage of Construction Cost

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

C2.04 *Compensation for Resident Project Representative Basic Services – Percentage of Construction Cost Method of Payment*

A. Owner shall pay Engineer for:

Resident Project Representative Services: For services of Engineer's Resident Project Representative under Paragraph A1.05 of Exhibit A of the Agreement, an amount equal to _____ percent of the Construction Cost. This amount includes compensation for Resident Project Representative's services, and those of any assistants to the Resident Project Representative. The percentage of Construction Cost noted herein accounts for labor, overhead, profit, and Reimbursable Expenses. 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 ___ day construction schedule.

As a basis for payment to Engineer, Construction Cost will be based on one or more of the following determinations with precedence in the order listed for Work designed or specified by Engineer.

For Work designed or specified and incorporated in the completed Project, the actual final price of the Construction Contract(s), as duly adjusted by change orders.

For Work designed or specified but not constructed, the lowest bona fide Bid received from a qualified bidder for such Work; or, if the Work is not Bid, the lowest bona fide negotiated proposal for such Work.

For Work designed or specified but not constructed upon which no such Bid or proposal is received, Engineer's most recent opinion of probable Construction Cost.

Labor furnished by Owner for the Project will be included in the Construction Cost at current market rates including a reasonable allowance for overhead and profit. Materials and equipment furnished by Owner will be included at current market prices.

For purposes of determining Construction Cost under this provision, no deduction is to be made from Construction Contract price on account of any penalty, liquidated damages, or other amounts withheld from payments to Contractor(s).

COMPENSATION PACKET RPR-4:
Resident Project Representative – Direct Labor Times a Factor

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

C2.04 *Compensation for Resident Project Representative Basic Services – Direct Labor Costs Times a Factor Method of Payment*

A. Owner shall pay Engineer for:

Resident Project Representative Services: For services of Engineer's Resident Project Representative under Paragraph A1.05.A.2 of Exhibit A of the Agreement, an amount equal to Engineer's Direct Labor Costs times a factor of _____ for the services of Engineer's personnel engaged directly in resident Project representation, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any. 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 ___ day construction schedule.

Compensation for Reimbursable Expenses:

For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01, and are directly related to the provision of Resident Project Representative or Post-Construction Basic Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.

Reimbursable Expenses include the following categories: transportation and subsistence incidental thereto; ; providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of Resident Project Representative and assistants; toll telephone calls and mobile phone charges; reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Project-related items in addition to those required under Exhibit A. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for computer time and the use of other highly specialized equipment.

The amounts payable to Engineer for Reimbursable Expenses, if any, will be those internal expenses related to the Resident Project Representative Basic Services that are actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such services, the latter multiplied by a factor of _____.

The Reimbursable Expenses Schedule will be adjusted annually (as of _____) to reflect equitable changes in the compensation payable to Engineer.

Other Provisions Concerning Payment Under this Paragraph C2.04:

Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of _____.

Factors: The external Reimbursable Expenses and Engineer's Consultant's factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

Estimated Compensation Amounts:

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.

When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice, Owner and Engineer promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend Engineer's services during negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.

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.

COMPENSATION PACKET RPR-5:
Resident Project Representative – Salary Costs Times a Factor

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

C2.04 *Compensation for Resident Project Representative Basic Services – Salary Costs Times a Factor Method of Payment*

A. Owner shall pay Engineer for:

Resident Project Representative Services: For services of Engineer's Resident Project Representative, if any, under Paragraph A1.05.A.2 of Exhibit A, an amount equal to the Engineer's Salary Costs times a factor of _____ for services of Engineer's personnel engaged directly in resident Project representation, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any. The total compensation under this paragraph is estimated to be $_____, based upon RPR services on an eight-hour workday, Monday through Friday, over a ____ day construction schedule.

Compensation for Reimbursable Expenses:

For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01 and are directly related to the provision of Resident Project Representative or Post-Construction Basic Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.

Reimbursable Expenses include the following categories: transportation and subsistence incidental thereto; ; providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of Resident Project Representative and assistants; toll telephone calls and mobile phone charges; reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Project-related items in addition to those required under Exhibit A. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.

The amounts payable to Engineer for Reimbursable Expenses, if any, will be those internal expenses related to the Resident Project Representative or Basic Services that are actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such services, the latter multiplied by a factor of _____.

The Reimbursable Expenses Schedule will be adjusted annually (as of _____) to reflect equitable changes in the compensation payable to Engineer.

C. *Other Provisions Concerning Payment Under this Paragraph C2.04:*

Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of _____.

Factors: The external Reimbursable Expenses and Engineer's Consultant's factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

Estimated Compensation Amounts:

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.

When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice, Owner and Engineer promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend Engineer's services during 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.

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.

COMPENSATION PACKET AS-1:
Additional Services – Standard Hourly Rates

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

C2.05 Compensation for Additional Services – Standard Hourly Rates Method of Payment

A. Owner shall pay Engineer for Additional Services, if any, as follows:

General: For services of Engineer's personnel engaged directly on the Project pursuant to Paragraph A2.01 or A2.02 of Exhibit A, except for services as a consultant or witness under Paragraph A2.01.A.20, (which if needed shall be separately negotiated based on the nature of the required consultation or testimony) an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any.

Compensation For Reimbursable Expenses:

For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01 and are directly related to the provision of Additional Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.

Reimbursable Expenses include the following categories: transportation and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls and mobile phone charges; reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Project-related items in addition to those required under Exhibit A. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.

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 such Additional Services, the latter multiplied by a factor of _____.

The Reimbursable Expenses Schedule will be adjusted annually (as of ___) to reflect equitable changes in the compensation payable to Engineer.

Other Provisions Concerning Payment For Additional Services:

Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of _____.

Factors: The external Reimbursable Expenses and Engineer's Consultant's Factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

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.

COMPENSATION PACKET AS-2:
Additional Services – Direct Labor Costs Times a Factor

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

C2.05 *Compensation for Additional Services – Direct Labor Costs Times a Factor Method of Payment*

A. Owner shall pay Engineer for Additional Services as follows:

General: For services of Engineer's personnel engaged directly on the Project pursuant to Paragraph A2.01 or A2.02 of Exhibit A of the Agreement, except for services as a consultant or witness under Paragraph A2.01.A.20, (which if needed shall be separately negotiated based on the nature of the required consultation or testimony) an amount equal to Engineer's Direct Labor Costs times a factor of _____, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any.

Compensation for Reimbursable Expenses:

For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01 and are directly related to the provision of Additional Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.

Reimbursable Expenses include the following categories: transportation and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls and mobile phone charges; reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Project-related items in addition to those required under Exhibit A. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for and the use of highly specialized equipment.

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 such Additional Services, the latter multiplied by a factor of _____.

The Reimbursable Expenses Schedule will be adjusted annually (as of ___) to reflect equitable changes in the compensation payable to Engineer.

Other Provisions Concerning Payment for Additional Services:

Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of _____.

Factors: The external Reimbursable Expenses and Engineer's Consultant's factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

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.

COMPENSATION PACKET AS-3:
Additional Services – Salary Costs Times a Factor

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

C2.05 *Compensation for Additional Services – Salary Costs Times a Factor Method of Payment*

A. Owner shall pay Engineer for Additional Services as follows:

General: For services of Engineer's personnel engaged directly on the Project pursuant to Paragraph A2.01 or A2.02 of Exhibit A, except for services as a consultant or witness under Paragraph A2.01.A.20, (which if needed shall be separately negotiated based on the nature of the required consutlation or testimony) an amount equal to the cumulative hours charged to the Project by each Engineer's personnel times the Engineer's applicable Salary Costs times a factor of _____, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any.

Compensation for Reimbursable Expenses:

For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01 and are directly related to the provision of Additional Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.

Reimbursable Expenses include the following categories: transportation and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls and mobile phone charges; reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Project-related items in addition to those required under Exhibit A. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for and the use of highly specialized equipment.

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 _____.

The Reimbursable Expenses Schedule will be adjusted annually (as of _____) to reflect equitable changes in the compensation payable to Engineer.

Other Provisions Concerning Payment for Additional Services:

Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of _____.

Factors: The external Reimbursable Expenses and Engineer's Consultant's factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

This is **Appendix 1 to EXHIBIT C**, consisting of _____ pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, _____.

Reimbursable Expenses Schedule

Current agreements for engineering services stipulate that the Reimbursable Expenses are subject to review and adjustment per Exhibit C. Reimbursable expenses for services performed on the date of the Agreement are:

Fax	$_____/page
8"x11" Copies/Impressions	_____/page
Blue Print Copies	_____/sq. ft.
Reproducible Copies (Mylar)	_____/sq. ft.
Reproducible Copies (Paper)	_____/sq. ft.
Mileage (auto)	_____/mile
Field Truck Daily Charge	_____/day
Mileage (Field Truck)	_____/mile
Field Survey Equipment	_____/day
Confined Space Equipment	_____/day plus expenses
Resident Project Representative Equipment	_____/month
Specialized Software	_____/hour
CAD Charge	_____/hour
CAE Terminal Charge	_____/hour
Video Equipment Charge	_____/day, $_____/week, or $_____/month
Electrical Meters Charge	_____/week, or $_____/month
Flow Meter Charge	_____/week, or $_____/month
Rain Gauge	_____/week, or $_____/month
Sampler Charge	_____/week, or $_____/month
Dissolved Oxygen Tester Charge	_____/week
Fluorometer	_____/week
Laboratory Pilot Testing Charge	_____/week, or $_____/month
Soil Gas Kit	_____/day
Submersible Pump	_____/day
Water Level Meter	_____/day, or $_____/month
Soil Sampling	_____/sample
Groundwater Sampling	_____/sample
Health and Safety Level D	_____/day
Health and Safety Level C	_____/day
Electronic Media Charge	_____/hour
Long Distance Phone Calls	at cost
Mobile Phone	_____/day
Meals and Lodging	at cost

[Note to User: Customize this Schedule to reflect anticipated reimbursable expenses on this specific Project]

This is **Appendix 2 to EXHIBIT C**, consisting of _____ pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, _____.

Standard Hourly Rates Schedule

A. *Standard Hourly Rates:*

Standard Hourly Rates are set forth in this Appendix 2 to this Exhibit C 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.

The Standard Hourly Rates apply only as specified in Article C2.

Schedule:

Hourly rates for services performed on or after the date of the Agreement are:

Billing Class VIII	$ _____/hour
Billing Class VII	_____/hour
Billing Class VI	_____/hour
Billing Class V	_____/hour
Billing Class IV	_____/hour
Billing Class III	_____/hour
Billing Class II	_____/hour
Billing Class I	_____/hour
Support Staff	_____/hour

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

[Note to User: Delete this Exhibit D if Engineer will not be providing Resident Project Representative Services under Paragraph A1.05.A.2]

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:

D1.01 *Resident Project Representative*

B. 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.

Through RPR's observations of Contractor's work in progress and field checks of materials and equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, during such RPR field checks or as a result of such RPR observations of Contractor's work in progress, supervise, direct, or have control over Contractor's 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 contractor, for security or safety at the Site, for safety precautions and programs incident to any contractor's work in progress, or for any failure of a contractor to comply with Laws and Regulations applicable to such contractor's performing and furnishing of its work. The Engineer (including RPR) neither guarantee the performances of any contractor nor assumes responsibility for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents. In addition, the specific terms set forth in Paragraph A1.05 of Exhibit A of the Agreement are applicable.

The duties and responsibilities of the RPR are as follows:

General: 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. RPR's dealings in matters pertaining to the Contractor's work in progress shall in general 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.

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

Conferences and Meetings: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

Liaison:

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

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

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

Interpretation of Contract Documents: Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.

Shop Drawings and Samples:

Record date of receipt of Samples and approved Shop Drawings.

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

Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Engineer.

M*odifications:* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.

Review of Work and Rejection of Defective Work:

Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.

Report to Engineer whenever RPR believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection, or approval.

Inspections, Tests, and System Start-ups:

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

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.

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

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

Records:

Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all change orders, field orders, work change directives, addenda, additional Drawings issued subsequent to the execution of the Construction Contract, Engineer's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project-related documents.

Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, weather conditions, data relative to questions of change orders, field orders, work change directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.

Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, Subcontractors, and major Suppliers of materials and equipment.

Maintain records for use in preparing Project documentation.

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

Reports:

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.

Draft and recommend to Engineer proposed change orders, work change directives, and field orders. Obtain backup material from Contractor.

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

Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any Constituent of Concern.

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.

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.

Completion:

Participate in visits to the Project to determine Substantial Completion, assist in the determination of Substantial Completion and the preparation of lists of items to be completed or corrected.

Participate in a final visit to the Project in the company of Engineer, Owner, and Contractor, and prepare a final list of items to be completed and deficiencies to be remedied.

Observe whether all items on the final 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).

Resident Project Representative shall not:

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

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

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

Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work.

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.

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

Accept shop drawing or sample submittals from anyone other than Contractor.

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

This is **EXHIBIT E**, consisting of _____ pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, _____.

NOTICE OF ACCEPTABILITY OF WORK

PROJECT:

OWNER:

CONTRACTOR:

OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION:

EFFECTIVE DATE OF THE CONSTRUCTION CONTRACT:

ENGINEER:

NOTICE DATE:

To: _____
Owner

And To: _____
Contractor

From: _____
Engineer

The Engineer hereby gives notice to the above Owner and Contractor that the completed Work furnished and performed by Contractor under the above Contract is acceptable, expressly subject to the provisions of the related Contract Documents, the Agreement between Owner and Engineer for Professional Services dated _____, _____, and the terms and conditions set forth in this Notice.

By: _____

Title: _____

Dated: _____

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.

This Notice reflects and is an expression of the professional judgment of Engineer.

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

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 under the Construction Contract referred to in this Notice, 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 and Construction Contract.

This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract referred to in this Notice, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Contract Documents.

This is **EXHIBIT F**, consisting of _____ pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, _____.

Construction Cost Limit

Paragraph 5.02 of the Agreement is supplemented to include the following agreement of the parties:

F5.02 *Designing to Construction Cost Limit*

A. Owner and Engineer hereby agree to a Construction Cost limit in the amount of $_____.

A bidding or negotiating contingency of _____ percent will be added to any Construction Cost limit established.

The acceptance by Owner at any time during Basic Services of a revised opinion of probable Construction Cost in excess of the then established Construction Cost limit will constitute a corresponding increase in the Construction Cost limit.

Engineer will be permitted to determine what types and quality of materials, equipment and component systems are to be included in the Drawings and Specifications. Engineer may make reasonable adjustments in the scope, extent, and character of the Project to the extent consistent with the Project requirements and sound engineering practices, to bring the Project within the Construction Cost limit.

If the Bidding or Negotiating Phase has not commenced within three months after completion of the Final Design Phase, or if industry-wide prices are changed because of unusual or unanticipated events affecting the general level of prices or times of delivery in the construction industry, the established Construction Cost limit will not be binding on Engineer. In such cases, Owner shall consent to an adjustment in the Construction Cost limit commensurate with any applicable change in the general level of prices in the construction industry between the date of completion of the Final Design Phase and the date on which proposals or Bids are sought.

If the lowest bona fide proposal or Bid exceeds the established Construction Cost limit, Owner shall (1) give written approval to increase such Construction Cost limit, or (2) authorize negotiating or rebidding the Project within a reasonable time, or (3) cooperate in revising the Project's scope, extent, or character to the extent consistent with the Project's requirements and with sound engineering practices. In the case of (3), Engineer shall modify the Contract Documents as necessary to bring the Construction Cost within the Construction Cost Limit. Owner shall pay Engineer's cost to provide such modification services, including the costs of the services of its Consultants, all overhead expenses reasonably related thereto, and Reimbursable Expenses, but without profit to Engineer on account of such services. The providing of such services will be the limit of Engineer's responsibility in this regard and, having done so, Engineer shall be entitled to payment for services and expenses in accordance with this Agreement and will not otherwise be liable for damages attributable to the lowest bona fide proposal or bid exceeding the established Construction Cost limit.

This is **EXHIBIT G**, consisting of _____ pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, _____.

Insurance

Paragraph 6.04 of the Agreement is supplemented to include the following agreement of the parties.

G6.04 *Insurance*

A. The limits of liability for the insurance required by Paragraph 6.04.A and 6.04.B of the Agreement are as follows:

By Engineer:

Workers' Compensation: Statutory

Employer's Liability --

Each Accident: $_____
Disease, Policy Limit: $_____
Disease, Each Employee: $_____

General Liability --

Each Occurrence (Bodily Injury and Property Damage): $_____
General Aggregate: $_____

Excess or Umbrella Liability --

Each Occurrence: $_____
General Aggregate: $_____

Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage):

Each Accident $_____

Professional Liability –

Each Claim Made $_____
Annual Aggregate $_____

Other (specify): $_____

By Owner:

Workers' Compensation: Statutory

Employer's Liability --

Each Accident $_____
Disease, Policy Limit $_____
Disease, Each Employee $_____

General Liability --

General Aggregate: $_____
Each Occurrence (Bodily Injury and Property Damage): $_____

Excess Umbrella Liability --

Each Occurrence: $_____
General Aggregate: $_____

Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage):

Each Accident:
$_____

Other (specify): $_____

Additional Insureds:

The following persons or entities are to be listed on Owner's general liability policies of insurance as additional insureds, and on any applicable property insurance policy as loss payees, as provided in Paragraph 6.04.B:

a. _____
Engineer

b. _____
Engineer's Consultant

c. _____
Engineer's Consultant

During the term of this Agreement the Engineer shall notify Owner of any other Consultant to be listed as an additional insured on Owner's general liability and property policies of insurance.

The Owner shall be listed on Engineer's general liability policy as provided in Paragraph 6.04.A.

This is **EXHIBIT H**, consisting of _____ pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, _____.

~~**Dispute Resolution**~~

~~Paragraph 6.08 of the Agreement is amended and supplemented to include the following agreement of the parties:~~

~~[*NOTE TO USER: Select one of the two alternatives provided*]~~

~~H6.08 *Dispute Resolution*~~

~~A. *Mediation:* Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation by *[insert name of mediator, or mediation service]*. Owner and Engineer agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.~~

~~[or]~~

A. *Arbitration:* All Disputes between Owner and Engineer shall be settled by arbitration in accordance with the [*here insert the name of a specified arbitration service or organization*] rules effective at the Effective Date, subject to the conditions stated below. This agreement to arbitrate and any other agreement or consent to arbitrate entered into in accordance with this Paragraph H6.08.A will be specifically enforceable under prevailing law of any court having jurisdiction.

1. Notice of the demand for arbitration must be filed in writing with the other party to the Agreement and with the [*specified arbitration service or organization*]. 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.

All demands for arbitration and all answering statements thereto which include any monetary claims must contain a statement that the total sum or value in controversy as alleged by the party making such demand or answering statement is not more than $_____ (exclusive of interest and costs). The arbitrators will not have jurisdiction, power, or authority to consider, or make findings (except in denial of their own jurisdiction) concerning any Dispute if the amount in controversy in such Dispute is more than $_____ (exclusive of interest and costs), or to render a monetary award in response thereto against any party which totals more than $_____ (exclusive of interest and costs). Disputes that are not subject to arbitration under this paragraph may be resolved in any court of competent jurisdiction.

The award rendered by the arbitrators shall be in writing, and shall include: (i) a precise breakdown of the award; and (ii) a written explanation of the award specifically citing the Agreement provisions deemed applicable and relied on in making the award.

The award rendered by the arbitrators will be consistent with the Agreement of the parties and final, and judgment may be entered upon it in any court having jurisdiction thereof, and will not be subject to appeal or modification.

If a Dispute in question between Owner and Engineer involves the work of a Contractor, Subcontractor, or consultants to the Owner or Engineer (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 Paragraph H6.08.A.5 nor in the provision of such contract consenting to joinder shall create any claim, right, or cause of action in favor of the Joinable Party and against Owner or Engineer that does not otherwise exist.

This is **EXHIBIT I**, consisting of _____ pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, _____.

Limitations of Liability

Paragraph 6.10 of the Agreement is supplemented to include the following agreement of the parties:

A. *Limitation of Engineer's Liability*

[*NOTE TO USER: Select one of the three alternatives listed below for I6.10 A.1*]

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

[or]

1. *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 law, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultantss (hereafter "Owner's Claims"), shall not exceed the 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 insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal). 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, and Consultants to Owner and anyone claiming by, through, or under Owner for any and all such uninsured Owner's Claims shall not exceed $_____ [*or*]

1. *Engineer's Liability Limited to the Amount of $_____:* Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants, to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related

to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants shall not exceed the total amount of $_____.

[NOTE TO USER: If appropriate and desired, include I6.10.A.2 below as a supplement to Paragraph 6.10, which contains a mutual waiver of damages applicable to the benefit of both Owner and Engineer]

Exclusion of Special, Incidental, Indirect, and Consequential Damages: To the fullest extent permitted by law, and notwithstanding any other provision in the Agreement, consistent with the terms of Paragraph 6.10, the Engineer and Engineer's officers, directors, members, partners, agents, Consultants, and employees shall not be liable to Owner or anyone claiming by, through, or under Owner for any special, incidental, indirect, or consequential damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warrantyexpress or implied of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants, and including but not limited to:

[NOTE TO USER: list here particular types of damages that may be of special concern because of the nature of the project or specific circumstances, e.g., cost of replacement power, loss of use of equipment or of the facility, loss of profits or revenue, loss of financing, regulatory fines, etc. If the parties prefer to leave the language general, then end the sentence after the word "employees"]

[NOTE TO USER: the above exclusion of consequential and other damages can be converted to a limitation on the amount of such damages, following the format of Paragraph I6.10.A.1 above, by providing that "Engineer's total liability for such damages shall not exceed $_____."]

[NOTE TO USER: If appropriate and desired, include I6.10.A.3 below]

Agreement Not to Claim for Cost of Certain Change Orders: Owner recognizes and expects that certain Change Orders may be required to be issued as the result in whole or part of imprecision, incompleteness, errors, omissions, ambiguities, or inconsistencies in the Drawings, Specifications, and other design documentation furnished by Engineer or in the other professional services performed or furnished by Engineer under this Agreement ("Covered Change Orders"). Accordingly, Owner agrees not to sue or to make any claim directly or indirectly against Engineer on the basis of professional negligence, breach of contract, or otherwise with respect to the costs of approved Covered Change Orders unless the costs of such approved Covered Change Orders exceed _____% of Construction Cost,

and then only for an amount in excess of such percentage. Any responsibility of Engineer for the costs of Covered Change Orders in excess of such percentage will be determined on the basis of applicable contractual obligations and professional liability standards. For purposes of this paragraph, the cost of Covered Change Orders will not include any costs that Owner would have incurred if the Covered Change Order work had been included originally without any imprecision, incompleteness, error, omission, ambiguity, or inconsistency in the Contract Documents and without any other error or omission of Engineer related thereto. Nothing in this provision creates a presumption that, or changes the professional liability standard for determining if, Engineer is liable for the cost of Covered Change Orders in excess of the percentage of Construction Cost stated above or for any other Change Order. Wherever used in this paragraph, the term Engineer includes Engineer's officers, directors, members, partners, agents, employees, and Consultants.

[NOTE TO USER: The parties may wish to consider the additional limitation contained in the following sentence.]

Owner further agrees not to sue or to make any claim directly or indirectly against Engineer with respect to any Covered Change Order not in excess of such percentage stated above, and Owner agrees to hold Engineer harmless from and against any suit or claim made by the Contractor relating to any such Covered Change Order.]

[NOTE TO USER: Many professional service agreements contain mutual indemnifications. If the parties elect to provide a mutual counterpart to the indemnification of Owner by Engineer in Paragraph 6.10.A, then supplement Paragraph 6.10.B by including the following indemnification of Engineer by Owner as Paragraph I6.10.B.]

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

This is **EXHIBIT J**, consisting of _____ pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, _____.

Special Provisions

Paragraph(s) ___ of the Agreement is/are amended to include the following agreement(s) of the parties:

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

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. _____

1. *Background Data:*

   a. Effective Date of Owner-Engineer Agreement: _____

   b. Owner: _____

   c. Engineer: _____

   d. Project: _____

Description of Modifications:

[NOTE TO USER: Include the following paragraphs that are appropriate and delete those not applicable to this amendment. Refer to paragraph numbers used in the Agreement or a previous amendment for clarity with respect to the modifications to be made. Use paragraph numbers in this document for ease of reference herein and in future correspondence or amendments.]

a. Engineer shall perform or furnish the following Additional Services:

b. The Scope of Services currently authorized to be performed by Engineer in accordance with the Agreement and previous amendments, if any, is modified as follows:

c. The responsibilities of Owner are modified as follows:

d. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation:

e. The schedule for rendering services is modified as follows:

f. Other portions of the Agreement (including previous amendments, if any) are modified as follows:

[List other Attachments, if any]

5. Agreement Summary (Reference only)
   a. Original Agreement amount: $_____
   b. Net change for prior amendments: $_____
   c. This amendment amount: $_____
   d. Adjusted Agreement amount: $_____

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is _____.

OWNER:	ENGINEER:
_____	_____
By: _____	By: _____
Title: _____	Title: _____
Date Signed: _____	Date Signed: _____