



AGENDA
for the Board of Trustees
of the Town of Palisade, Colorado
341 W 7th Street (Palisade Civic Center)

June 13, 2023

6:00 pm Regular Meeting

A live stream of the meeting may be viewed at:

<https://us06web.zoom.us/j/3320075780>

- I. **REGULAR MEETING CALLED TO ORDER AT 6:00 pm**
- II. **PLEDGE OF ALLEGIANCE**
- III. **ROLL CALL**
- IV. **AGENDA ADOPTION**
- V. **ANNOUNCEMENTS**
 - A. **PUBLIC COMMENT REMINDER:** All emails sent to the Town Clerk for public comment on a specific agenda item prior to the day packets are published will be included in the staff report. Emails received after the packets are posted will be forwarded to the Board of Trustees. Any member of the public who wishes to have a statement or email read into the Minutes is required to appear in person and make said statements to the Board directly.
 - B. **GET INVOLVED WITH OUR COMMUNITY! UPCOMING PUBLIC MEETINGS (Palisade Civic Center 341 W 7th Street):**
 1. **Planning Commission** – Tuesday, June 20, 2023, at 6:00 pm
 2. **Board of Trustees**– Tuesday, June 27, 2023, at 6:00 pm
 - C. **TOWN OFFICES WILL BE CLOSED** Monday, June 19, 2023, in observance of Juneteenth.
- VI. **TOWN MANAGER REPORT**
 - **Bluegrass Festival**
 - **Waste Water Pipeline Project Outline of Current Steps in Process**
- VII. **CONSENT AGENDA**

The Consent Agenda is intended to allow the Board to spend its time on more complex items. These items are generally perceived as non-controversial and can be approved by a single motion. The public or any Board Member may ask that an item be removed from the Consent Agenda for individual consideration.

 - A. **Expenditures**
 - Approval of Bills from Various Town Funds – May 20, 2023 – June 6, 2023
 - B. **Minutes**
 - Minutes from May 23, 2023, Regular Board of Trustees Meeting

VIII. NEW BUSINESS

A. USDA Engineering Design Contract as Part of Loan/ Grant Waste Water Pipeline

The Board of Trustees to give direction to the Town Manager to submit the Design/ Engineering Contract for the Waste Water to Clifton Sanitation to USDA for review. USDA has up to 30 days to review the contract, then sign and send back to the Town. Upon receiving the Board gives authorization to the Mayor to sign the contract.

1. Staff Presentation
2. Board Discussion
3. Decision - Motion, Second, and Rollcall Vote

B. Historic Gym Landscaping

The landscaping around the gymnasium needs to be completed after the demolition of the high school. This item is to give approval on landscaping.

1. Staff Presentation
2. Board Discussion
3. Decision - Motion, Second, and Rollcall Vote

C. Historic Gym Additional Structural Steel

The Board of Trustees directed to save the beautiful historic gym and open the bleachers, which included 2 interior staircases. The south wall was originally an interior wall. The structural engineer has worked with the project architects and contractors in the stability of the wall as an exterior structure. Through this process additional steel and work has been required to be installed outside of the original bid. Unforeseen structural problems until construction started.

1. Staff Presentation
2. Board Discussion
3. Decision - Motion, Second, and Rollcall Vote

D. Ordinance 2023-04 Off-Highway Vehicles and Golf Carts

The Board of Trustees will consider adopting Ordinance 2023-04, an ordinance amending Chapter 8, Article I of the Palisade Municipal Code regarding off-highway vehicles for Town use only and golf carts on local streets.

1. Staff Presentation
2. Board Discussion
3. Decision - Motion, Second, and Rollcall Vote

E. Interviews and Appointments to the Palisade Planning Commission

The Board of Trustees will interview three (3) candidates for one (1) open seat on the Palisade Planning Commission. A silent vote will occur after the interviews to fill the one (1) position. A rollcall vote will appoint the commissioner to the respective seat.

1. Applicant Interviews (organized alphabetically by last name)
 - *Johnson, Tracy*
 - *Matchett, Sarah*
 - *Pinder, LisaMarie*
2. Board Discussion
3. Silent Ballot Vote – *Ballots Will be Provided*
4. Decision - Motion, Second, and Rollcall Vote to:
Appoint Name to the Palisade Planning Commission to a term ending in February 2025.

IX. PUBLIC COMMENT

All those who wish to speak during public comment must sign up on the sheet provided outside the boardroom doors. Please keep comments to 3 MINUTES OR LESS and state your name and address. Neither the Board of Trustees nor staff will respond to comments at this time. The Board may direct staff to look into specific comments to bring back as an Agenda item at a future meeting; however, the Board reserves the right to clarify information from comments that are factually incorrect.

X. COMMITTEE REPORTS

XI. ADJOURNMENT

- PMC Sec. 7-112 Fowl Prohibited: 1
- PMC Sec. 7-116 Barking Dog: 3
- PMC Sec. 8-42(2), 8-44 Abandoned Vehicle: 5
- PMC Sec. 8-42(3), 8-44 Abandoned, Towed Vehicle: 2
- PMC Sec. 10-88 RV Camping Public Prop.: 1
- PMC Sec. 11-1 Clear Sidewalk: 1
- PMC Sec. 11-44 Low trees over sidewalk/street: 1
- PMC Sec. 18-241/IFC Sec. 507 3 Ft. Clearance around Hydrant: 1
- Other Neighbor Issues: 1
- Other-Code Comp. Referral no issue: 1
- Other-Investigate no issue: 1
- Other-Colorado Clean Air CRS 25-14smoking: 1

Total May Issues: 42

Closed issues in May: 42

Open issues at end of May: 17

Issues Year to Date: 130

- Town Clean-up Day: Notices given to six properties that needed to use this program. Four properties cooperated. Two properties issued Notice of Violation for Nuisance.
- Town Weed Survey. I checked the Town for weeds two times in May. Five properties were issued Notice of Violation for Weeds due to non-compliance. All properties have since become compliant.
- The Condominiums at 910 Iowa Ave. had a large tree fall, destroying several vehicles. No injuries. I assisted as liaison between the Town and Property manager.
- TextMyGov was used five times to inform me of Code Compliance issues in the Town of Palisade.

Investigations:

- Multiple reported Fraud cases reported in December that are still being worked. These cases are complex and require multiple warrants and production of records to investigate. One serious caretaker abuse case is being investigated as well.

Significant Events:

- We are now fully staffed and working towards continued growth and improvement. The officers we have are vigilant and working hard to address known complaints areas with traffic and other various issues to better our services.
- New side by side was delivered as a part of the public safety improvement program.

Message from Chief Jesse James Stanford:

Please see the attached photo. The new police side by side arrived on June 1, which was a pleasant surprise, on the same day we took it up to the water shed district. I am happy to report the side by side performed extremely well. We are having police decals designed for the side by side which will be showcased in a few weeks. I would like to thank the Town Manager, Board of Trustees, and community for the new safety equipment. We will put it to good use on behalf of our community we are honored to serve.





PALISADE BOARD OF TRUSTEES

Meeting Date: June 13, 2023

Re: Consent Agenda

The Consent Agenda has been attached as a separate document for ease of reading.

Included in the consent agenda are:

A. Expenditures

- Approval of Bills from Various Town Funds – May 20, 2023 – June 6, 2023

B. Minutes

- Minutes from May 23, 2023, Regular Board of Trustees Meeting



PALISADE BOARD OF TRUSTEES
Agenda Item Cover Sheet

Meeting Date: **June 13, 2023**

Presented By: **Jim Neu, Town Attorney**
 Bret Guillory, Engineer
 Janet Hawkinson, Town Manager

Re: **USDA Loan/Grant Wastewater Pipe to Clifton Sanitation District**

SUBJECT:

The Town of Palisade has entered into an agreement with USDA for a loan and grant for the construction of the wastewater pipe to Clifton Sanitation. Part of the USDA requirements is the attached Engineering & Design Contract. Both the Town Attorney and Engineer have reviewed the contract.

The next step in the process is to have Board approval to send in contract to USDA for up to a 30-day review. Upon USDA acceptance, they will return to the Town signed. Upon the Town receiving the USDA signed contract, submit to the Mayor to sign.

BOARD DIRECTION:

Direction to Town Manager to submit contract to USDA and upon acceptance have the Mayor sign it.



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**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

Prepared by



Issued and Published Jointly by



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**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of _____ (“Effective Date”) between
[Town of Palisade] _____ (“Owner”) and
[J-U-B Engineers, Inc.] _____ (“Engineer”).

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:
[Completion of a sanitary sewer transmission line that will transport wastewater from the Town to Clifton Sanitation District (CSD) for treatment.]

("Project").

Other terms used in this Agreement are defined in Article 7.

Engineer's services under this Agreement are generally identified as follows: [Design and construction of a sanitary sewer transmission line that will transport wastewater from the Town to Clifton Sanitation District (CSD).]

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

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

ARTICLE 2 – OWNER’S RESPONSIBILITIES

2.01 *General*

- A. Owner shall have the responsibilities set forth herein and in Exhibit B.
- B. Owner shall pay Engineer as set forth in Article 4 and Exhibit C.
- C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:
 - 1. any development that affects the scope or time of performance of Engineer’s services;
 - 2. the presence at the Site of any Constituent of Concern; or

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

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 *Commencement*

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

3.02 *Time for Completion*

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services, or specific dates by which services are to be completed, are provided in Exhibit 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 or Engineer's services, 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.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 *Invoices*

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices 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. **Invoices must include a breakdown of services provided.**

4.02 *Payments*

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *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:
 1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and

2. 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 disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.
- D. *Sales or Use Taxes:* If after the Effective Date any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

- A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate. Opinions of Probable Cost and any revisions thereof should reflect compliance with American Iron & Steel requirements mandated by Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference.

5.02 *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 to this Agreement.

5.03 *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 tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.
- B. Opinions of Total Project Costs and any revisions thereof should reflect compliance with American Iron & Steel requirements mandated by Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development,

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.
- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer may retain 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. Engineer shall comply with any and all policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
 - 3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
 - a. changes after the Effective Date to Laws and Regulations;
 - b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures;
 - c. changes after the Effective Date to Owner-provided written policies or procedures.

- F. Engineer shall not be required to sign any document, 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 document.
- G. The general conditions for any construction contract documents prepared hereunder are to be EJCDC® C-700 “Standard General Conditions of the Construction Contract” (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise in Exhibit J or elsewhere in this Agreement.
- H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor’s 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 Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor’s furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor’s, failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.
- K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- L. Engineer’s services do not include providing legal advice or representation.
- M. Engineer’s services do not include (1) serving as a “municipal advisor” for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- N. While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *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 Construction Contract Documents, review and response to Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services. Owner waives all claims against the Engineer that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in Exhibit A.

6.03 *Use of Documents*

- A. All Documents are instruments of service, 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.
- B. If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.
- C. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (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.
- D. 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.

6.04 *Electronic Transmittals*

- A. Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.

- B. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall ~~shall~~ **may** jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

6.05 Insurance

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G. 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. Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability 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, 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 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, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer or its Consultants. Owner and Engineer waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Project. Owner and Engineer shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.
- 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 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.

- 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.

6.06 *Suspension and Termination*

A. *Suspension:*

1. *By Owner:* Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.
2. *By Engineer:* Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraph 4.02.B, or in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.D.

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

1. For cause,
 - a. 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.
 - b. by Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) 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, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.D.
 - 3) Engineer shall have no liability to Owner on account of such termination.
 - c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.06.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.

2. For convenience, by Owner effective upon Engineer's receipt of notice from Owner.
- C. *Effective Date of Termination:* The terminating party under Paragraph 6.06.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 6.06, 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.
 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 6.06.D.1, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

6.07 *Controlling Law*

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

6.08 *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 6.08.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, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

- C. Unless expressly provided otherwise in this Agreement:
1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
 2. 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.
 3. Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in the Construction Contract Documents.

6.09 *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 at law.
- B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.09.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 at law.

6.10 *Environmental Condition of Site*

- A. Owner represents to Engineer that as of the Effective Date to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.
- B. 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.
- C. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.
- D. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent 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 such portion of the Project is no longer affected.
- 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 seven 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.

6.11 *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer:* To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, 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 Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorneys fees and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (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. *No Defense Obligation:* The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.
- E. *Percentage Share of Negligence:* To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, 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.
- F. *Mutual Waiver:* To the fullest extent permitted by Laws and Regulations, 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 this Agreement or the Project, from any cause or causes.

6.12 *Records Retention*

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

6.13 *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 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 Laws and Regulations, 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.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:
 - 1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.

2. *Additional Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.
3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
4. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.
6. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
7. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.
8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that 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. §§5501 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.; or (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.
9. *Construction Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
10. *Construction Contract Documents*—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract.
11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.

12. *Construction Contract Times*—The number of days or the dates by which Contractor shall:
(a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.
13. *Construction Cost*—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
15. *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.
16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.
17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
20. *Engineer*—The individual or entity named as such in this Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
22. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

23. *Owner*—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
24. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.
25. *Record Drawings*—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer ~~as an Additional Service~~ and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
26. *Reimbursable Expenses*—The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic Services and Additional Services for the Project.
27. *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. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.
28. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
29. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
30. *Site*—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
31. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
32. *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.
33. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract

Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.

34. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
35. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, 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.
36. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.
37. *Work Change Directive*—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.
38. [Agency - The Rural Utilities Service or any designated representative of Rural Utilities Service, including USDA, Rural Development.](#)

B. *Day*:

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

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *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. [\[Not Used\]](#)
- J. Exhibit J, Special Provisions.
- K. Exhibit K, Amendment to Owner-Engineer Agreement.

[NOTE TO USER: If an exhibit is not to be included in the specific agreement, indicate "not used " after that exhibit in the list above.]

8.02 *Total Agreement*

- A. This Agreement, (together with the exhibits included 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 written instrument duly executed by both parties. Amendments should be based whenever possible on the format of Exhibit K to this Agreement.

8.03 *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 this Agreement on behalf of the respective party whom the individual represents.

8.04 *Engineer's Certifications*

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
 - 3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

8.05 Federal Requirements

A. Agency Concurrence. Signature of a duly authorized representative of Agency in the space provided on the signature page of EJCDC form E-500 hereof does not constitute a commitment to provide financial assistance or payments hereunder but does signify that this Agreement conforms to Agency's applicable requirements. This Agreement shall not be effective unless the Funding Agency's designated representative concurs. No amendment to this Agreement shall be effective unless the Funding Agency's designated representative concurs.

B. Audit and Access to Records. Owner, Agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Engineer which are pertinent to the Agreement, for the purpose of making audits, examinations, excerpts, and transcriptions. Engineer shall maintain all required records for three years after final payment is made and all other pending matters are closed.

C. Restrictions on Lobbying. Engineer and each Consultant shall comply with "Restrictions on Lobbying" if they are recipients of engineering services contracts and subcontracts that exceed \$100,000 at any tier. If applicable, Engineer must complete a certification form on lobbying activities related to a specific Federal loan or grant that is a funding source for this Agreement. 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, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other applicable award. Each tier shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Certifications and disclosures are forwarded from tier to tier up to the Owner. Necessary certification and disclosure forms shall be provided by Owner.

D. Suspension and Debarment. Engineer certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency. Engineer will not contract with any Consultant for this project if it or its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Necessary certification forms shall be provided by the Owner. The Engineer will complete and submit a form AD-1048, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – lower tier transactions" to the Owner who will forward it the USDA, Rural Development processing office.

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

Owner: [Town of Palisade]

Engineer: [J-U-B Engineers Inc.]

By: []

By: []

Print name: []

Print name: []

Title: []

Title: []

Date Signed: []

Date Signed: []

Engineer License or Firm's Certificate No. (if required):

[]

State of: []

Address for Owner's receipt of notices:

[]

Address for Engineer's receipt of notices:

[]

Designated Representative (Paragraph 8.03.A):

[]

Title: []

Designated Representative (Paragraph 8.03.A):

[]

Title: []

Phone Number: []

Phone Number: []

E-Mail Address: []

E-Mail Address: []

This is **EXHIBIT A**, consisting of [18] 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

A1.01 Study and Report Phase

A. Engineer shall:

1. Consult with Owner to define and clarify Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.
 - a. If Owner has already identified one or more potential solutions to meet its Project requirements, then proceed with the study and evaluation of such potential solutions: The potential and selected solutions are those described in the Preliminary Engineering Report prepared by the Engineer, dated May 2022
 - ~~b. If Owner has not identified specific potential solutions for study and evaluation, then assist Owner in determining whether Owner's requirements, and available data, reports, plans, and evaluations, point to a single potential solution for Engineer's study and evaluation, or are such that it will be necessary for Engineer to identify, study, and evaluate multiple potential solutions. In addition, Engineer must identify, study, and evaluate multiple potential alternative solutions potentially available to Owner, unless Owner and Engineer mutually agree with Agency concurrence that only one feasible solution exists. The number of alternative solutions should be appropriate to the specific project as concurred in by the Agency.~~
 - ~~c. If it is necessary for Engineer to identify, study, and evaluate multiple potential solutions, then identify [] [insert specific number] alternative solutions potentially available to Owner, unless Owner and Engineer mutually agree that some other specific number of alternatives should be identified, studied, and evaluated.~~
2. ~~Identify potential solution(s) to meet Owner's Project requirements, as needed. [N/A Deleted by Engineer]~~
3. ~~Study and evaluate the potential solution(s) to meet Owner's Project requirements. [N/A Deleted by Engineer]~~

4. Visit the Site, or potential Project sites, to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Study and Report Phase. **[N/A Deleted by Engineer]**
5. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Project related data and information, for Engineer's use in the study and evaluation of potential solution(s) to Owner's Project requirements, and preparation of a related report. **[N/A Deleted by Engineer]**
6. After consultation with Owner, recommend to Owner the solution(s) which in Engineer's judgment meet Owner's requirements for the Project. **[N/A Deleted by Engineer]**
7. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project to be designed or specified by Engineer, including but not limited to mitigating measures identified in an environmental assessment for the Project.
8. **Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and Engineer's recommended solution(s). 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 tabulation of other items and services included within the definition of Total Project Costs. The Report mentioned in paragraph 1.01.A.8 of Exhibit A to the Agreement is the Preliminary Engineering Report as defined in RUS Bulletin 1780-2. This document must meet customary professional standards as required by 7 CFR 1780-55. The Report must be concurred in by the Agency.**
9. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B, for use in Project design, or in preparation for Contractor selection and construction.
10. When mutually agreed **and approved by the Agency**, assist Owner in evaluating the possible use of building information modeling; civil integrated management; geotechnical baselining of subsurface site conditions; innovative design, contracting, or procurement strategies; or other strategies, technologies, or techniques for assisting in the design, construction, and operation of Owner's facilities. The subject matter of this paragraph shall be referred to in Exhibit A and B as "Project Strategies, Technologies, and Techniques."
11. If requested to do so by Owner, assist Owner in identifying opportunities for enhancing the sustainability of the Project, and pursuant to Owner's instructions plan for the inclusion of sustainable features in the design.
12. Use ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" as a means to advise the Owner on a recommended scope of work and procedure for the identification and mapping of existing utilities.

13. Develop a scope of work and survey limits for any topographic and other surveys necessary for design.
 14. Perform or provide the following other Study and Report Phase tasks or deliverables: [] [List any such tasks or deliverables here.] - Provide an Environmental Report as defined in 7 CFR 1970. The Environmental Report must be concurred in by the Agency.
 15. Furnish [] review copies of the Report and any other Study and Report Phase deliverables to Owner within [] days of the Effective Date and review it with Owner. Within [] days of receipt, Owner shall submit to Engineer any comments regarding the furnished items. ~~[N/A Deleted by Engineer]~~
 16. ~~Revise the Report and any other Study and Report Phase deliverables in response to Owner's comments, as appropriate, and furnish [] copies of the revised Report and any other Study and Report Phase deliverables to the Owner within [] days of receipt of Owner's comments.~~ Revise the Report and any other Study and Report Phase deliverables in response to Owner's and Agency's comments, as appropriate, and furnish three (3) written copies and one (1) electronic copy of the revised Report and any other Study and Report Phase deliverables to the Owner within 14 days of receipt of Owner's and Agency's comments.
- B. Engineer's services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to Owner the revised Report and any other Study and Report Phase deliverables.

A1.02 Preliminary Design Phase

- A. After acceptance by Owner and concurrence by Agency of the Report and any other Study and Report Phase deliverables; selection by Owner of a recommended solution; issuance by Owner of any instructions of for use of Project Strategies, Technologies, and Techniques, or for inclusion of sustainable features in the design; and indication by Owner of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner, (1) Engineer and Owner shall discuss and resolve any necessary revisions to Engineer's compensation (through application of the provisions regarding Additional Services, or otherwise), or the time for completion of Engineer's services, resulting from the selected solution, related Project Strategies, Technologies, or Techniques, sustainable design instructions, or specific modifications to the Project, and (2) upon written authorization from Owner, Engineer shall:
1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.
 2. In preparing the Preliminary Design Phase documents, use any specific applicable Project Strategies, Technologies, and Techniques authorized by Owner and Agency during or following the Study and Report Phase, and include sustainable features, as appropriate, pursuant to Owner's instructions.
 3. Provide necessary field surveys and topographic and utility mapping for Engineer's design purposes. Comply with the scope of work and procedure for the identification and mapping of existing utilities selected and authorized by Owner pursuant to advice

from Engineer based on ASCE 38, “Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data,” as set forth in Paragraph A1.01.A.12 above. If no such scope of work and procedure for utility mapping has been selected and authorized, then at a minimum the utility mapping will include Engineer contacting utility owners and obtaining available information.

4. Visit the Site as needed to prepare the Preliminary Design Phase documents.
5. 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.
6. Continue to assist Owner with Project Strategies, Technologies, and Techniques that Owner has chosen to implement.
7. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.
8. Obtain and review Owner’s instructions regarding Owner’s procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner’s construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner’s bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Also obtain and review copies of Owner’s design and construction standards, Owner’s standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents or content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable. **Engineer must also incorporate all Agency regulations, forms, and design and construction standards applicable to the project in development of the documents indicated in this Article.**
9. Perform or provide the following other Preliminary Design Phase tasks or deliverables:
N/A
10. Furnish [] review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner within [] days of authorization to proceed with this phase, and review them with Owner. Within [] days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.
11. Revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase 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 [] days after receipt of Owner’s comments.

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

A1.03 *Final Design Phase*

- A. 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 Preliminary Design Phase 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:
1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.
 2. Visit the Site as needed to assist in preparing the final Drawings and Specifications.
 3. 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; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.
 4. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.
 5. After consultation with Owner, include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website. Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer.
 6. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.
 7. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.
 8. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.
 9. Perform or provide the following other Final Design Phase tasks or deliverables: **The Engineer shall identify the building codes and accessibility standards used in the design**

and indicate them on the drawings and specifications and certify that the final drawings and specifications comply with those standards.

10. Furnish for review by Owner, its legal counsel, and Agency and other advisors, [] copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, within [] days of authorization to proceed with the Final Design Phase, and review them with Owner. Within [] days of receipt, Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.
 11. Revise the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with comments and instructions from the Owner, as appropriate, and submit [] final copies of such documents to Owner within [] days after receipt of Owner's comments and instructions.
 12. Provide the Owner and Agency with a written certification that the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables comply with all requirements of Agency. Use the Engineer's Construction Certifications (Exhibit A, Attachment 6) for this purpose.
 13. Services required to determine and certify that to the best of the Engineer's knowledge and belief all iron and steel products referenced in engineering analysis, the Plans, Specifications, and Bidding Documents, requiring design revisions are either produced in the United States or are the subject of an approved waiver; and services required to determine to the best of the engineer's knowledge and belief that approved substitutes, equals, and all iron and steel products proposed in the Plans, Specifications, and Bidding Documents are either produced in the United States or are the subject of an approved waiver under AIS.
- B. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables and all final design phase deliverables have been accepted by the Owner.
- C. 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.

- D. 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.

A1.04 *Bidding or Negotiating Phase*

- A. After acceptance by Owner of the final Drawings and Specifications, other Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement 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:
1. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.
 2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents. Obtain Agency concurrence on any addenda that modify the bidding documents. Obtain prior concurrence where possible.
 3. Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.
 4. Consult with Owner as to the qualifications of prospective contractors.
 5. Consult with Owner as to the qualifications of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.
 6.
 - a. The Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors prior to award of contracts for the Work. Engineer shall issue a bid addendum for any and all approved "or equals" and substitutes. Review of substitutes and "or equals" shall be in accordance with the General Conditions of the Construction Contract and applicable Agency regulations. Services under this paragraph are subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A. ~~If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement documents) prior to award of contracts for the Work. Services under this paragraph are subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.~~

- b. Services required to determine and certify that to the best of the Engineer's knowledge and belief all iron and steel products referenced in Bid Addenda requiring design revisions are either produced in the United States or are the subject of an approved waiver.
 - 7. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.
 - 8. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.
 - 9. Perform or provide the following other Bidding or Negotiating Phase tasks or deliverables: Upon award of the Construction Contract, the Engineer shall furnish to Owner five executed copies of the Contract Documents and one electronic copy of the signed documents, including Drawings and Specifications.
 - 10. Provide copies of Manufacturers' Certifications to the Bidders on any brand name iron and steel products specified as sole-source in the Plans, Specifications and Bidding Documents. Manufacturers' Certifications are to be included in the Bidding Documents and must be kept in the engineer's project file and on site during construction.
 - 11. Provide copies of Manufacturers' Certifications to the Contractor on any brand name iron and steel products specified as sole-source in the Plans, Specifications, Bidding Documents including any Bid Addenda and Change Orders. Manufacturers' Certifications must be kept in the engineer's project file and on-site during construction.
- B. 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).

A1.05 Construction Phase

- A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:
 - 1. *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 shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, or other construction general conditions specified in this Agreement. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional. 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.

2. *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.
3. *Selection of Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory to perform the services identified in Exhibit B, Paragraph B2.01.
4. *Pre-Construction Conference:* Participate in **and chair** a pre-construction conference prior to commencement of Work at the Site.
5. *Electronic Transmittal Protocols:* If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with Owner and Contractor jointly develop such protocols for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.
6. *Original Documents:* ~~If requested by Owner to do so,~~ Maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.
7. *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.
8. *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.
9. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:
 - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general

Exhibit A – Engineer's Services

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.

- b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.
 - c. The visits described in Article A1.05.A.9.a shall be at least monthly and the Engineer shall document all visits to the project with copies furnished to the Owner and Agency.
10. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.
 11. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.
 12. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.

13. *Non-reviewable Matters:* If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.
14. *Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.
15. *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.
16. *Differing Site Conditions:* Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use.
17. *Shop Drawings, Samples, and Other Submittals:* Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, including Applications for Payment, to ensure compliance with AIS. Any iron and steel products included in any submittal by the General Contractor, must include a Manufacturers' Certification letter to verify the products were produced in the United States. Copies of Manufacturers' Certifications must be kept in the engineer's project file and on-site during construction. In the event the Engineer requires an item to be sole-source, the Engineer must furnish the Manufacturers Certification to the Contractor for said item. Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.
18. *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. Review of substitutes and "or equals" shall be in accordance with the General Conditions of the Contract and applicable Agency regulations. Prior to approval of any substitute "or equal" review Manufacturers' Certifications' provided by the Contractor to verify the product(s) meet AIS requirements. Manufacturers' Certifications must be kept in the engineer's project file and on-site during construction to ensure compliance with AIS.
19. *Inspections and Tests:*

- a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.
 - b. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.
 - c. Pursuant to the terms of the Construction Contract, require special inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.
 - d. Receive and review all Manufacturers' Certifications for materials required to comply with AIS. Manufacturers' Certifications must be kept in the engineer's project file and on-site during construction.
20. *Change Proposals and Claims:* (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims. (c) Review Change Proposals to ensure compliance with AIS.
21. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
- a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).

- b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.
22. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Paragraph A1.05.A.17. ~~Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.~~ Receive from Contractor and review the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment. The Engineer shall prepare Record Drawings and furnish such Record Drawings to Owner.
23. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.
24. *Other Tasks:* Perform or provide the following other Construction Phase tasks or deliverables: []
- a. Upon Substantial Completion, the Engineer shall provide a copy of the Certificate of Substantial Completion to the Agency.
25. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment,

Engineer shall also provide a notice to Owner and Contractor in the form attached hereto as Exhibit E (“Notice of Acceptability of Work”) that the Work is acceptable (subject to the provisions of the Notice and Paragraph A1.05.A.21.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.

- a. Obtain the Contractors’ Certification letter and copies of Manufacturers’ Certifications from the Contractor for all American Iron and Steel products used in the project. Upon Substantial Completion, provide copies of Contractors’ and Manufacturers’ Certifications to the Owner and a copy of Contractor’s Certification to the Agency.

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

- B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the 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.D, 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.

A1.06 *Post-Construction Phase*

- A. Upon written authorization from Owner during the Post-Construction Phase, Engineer shall:
 1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.
 2. Together with Owner, visit the Project within one month before the end of the Construction Contract’s correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.
 3. Perform or provide the following other Post-Construction Phase tasks or deliverables: []

- B. 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 provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit C.
1. 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 **not including preparation of the Environmental Report defined under Basic Services**; 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.
 2. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
 3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.
 4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Paragraph A1.01.A.1 and 2, **but only if the Owner's request is made after completion of the Study and Report Phase.**
 5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
 6. Providing renderings or models for Owner's use, including services in support of building information modeling or civil integrated management.
 7. Undertaking investigations and studies including, but not limited to:
 - a. detailed consideration of operations, maintenance, and overhead expenses;
 - b. the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash

- flow analyses, provided that such services are based on the engineering and technical aspects of the Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;
- c. preparation of appraisals;
 - d. evaluating processes available for licensing, and assisting Owner in obtaining process licensing;
 - e. detailed quantity surveys of materials, equipment, and labor; and
 - f. audits or inventories required in connection with construction performed or furnished by Owner.
8. Furnishing services of Consultants for other than Basic Services.
 9. Providing data or services of the types described in Exhibit B, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.
 10. Providing the following services:
 - a. Services attributable to more prime construction contracts than specified in Paragraph A1.03.D.
 - b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.
 11. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services (Part 1 of Exhibit A).
 12. 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 constructibility review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.
 13. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.
 14. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services required by Paragraph 5.02.A and Exhibit F.
 15. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.
 16. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total

Exhibit A – Engineer's Services

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.

17. ~~Preparing Record Drawings, and furnishing such Record Drawings to Owner.~~ **[Deleted]**
18. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.
19. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.
20. Preparation of operation, maintenance, and staffing manuals.
21. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).
22. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.
23. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.
24. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, lien or bond claim, or other legal or administrative proceeding involving the Project.
25. Overtime work requiring higher than regular rates.
26. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.8; any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
27. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
28. Extensive services required during any correction period, or with respect to monitoring Contractor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).
29. Other additional 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 that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or

obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from Owner.

1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.
2. ~~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 in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the construction Contract.
3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.
5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.
6. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.
7. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.
8. 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 [4] 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.
- B. Give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Furnish copies (or give specific directions requesting Engineer to use copies already in Engineer's possession) of all design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and draft Construction Contract Documents, when applicable. Owner shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise), and other engineering or technical matters; and Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.
- C. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
- D. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, obtain, furnish, or otherwise make available (if necessary through title searches, or retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
 1. Property descriptions.
 2. Zoning, deed, and other land use restrictions.

Exhibit B – Owner's Responsibilities

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3. Utility and topographic mapping and surveys.
 4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.
 6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas.
 7. Data or consultations as required for the Project but not otherwise identified in this Agreement.
- E. 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.
- F. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
1. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
 2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
 3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the money paid.
- G. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.
- H. 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.

- I. 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 constructibility review.
- J. 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.
- K. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, then 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.
- L. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
- M. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- N. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.
- O. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
- P. Place and pay for advertisement for Bids in appropriate publications.
- Q. 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.
- R. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
- S. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.
- T. Perform or provide the following: []

B2.02 Owners are ultimately responsible for compliance with Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug

Exhibit B – Owner's Responsibilities

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Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference and will be responsible for the following:

- A. Sign loan resolutions, grant agreements and letters of intent to meet conditions which include American Iron and Steel language, accepting American Iron and Steel requirements in those documents and in the letter of conditions.
- B. Sign change orders (i.e. C-941 of EJCDC) and partial payment estimates (i.e. C-620 of EJCDC) and thereby acknowledge responsibility for compliance with American Iron and Steel requirements.
- C. Obtain the certification letters from the Engineer upon Substantial Completion of the project and maintain this documentation for the life of the loan.
- D. Where the Owner directly procures American Iron and Steel products,
 - 1. Include American Iron and Steel clauses in the procurement contracts;
 - 2. Obtain Manufacturers' Certifications; and
 - 3. Provide copies to Engineers and Contractors

This is **EXHIBIT C**, consisting of [8] 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:
1. A Lump Sum amount of \$[1,969,960] based on the following estimated distribution of compensation:
 - a. Study and Report Phase
 1. Environmental Report/Assessment Complete
 2. Preliminary Engr. Report/Funding Complete
 - b. Preliminary Design Phase \$[1,065,960]
 - c. Final Design Phase \$[353,000]
 - d. Bidding and Negotiating Phase \$[25,000]
 - e. Construction Phase \$[501,000]
 - f. Post-Construction Phase \$[25,000]
 2. 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 **and Agency**.
 3. 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 costs, overhead, profit, expenses (other than any expressly allowed Reimbursable Expenses), and Consultant charges.
 4. In addition to the Lump Sum, Engineer is also entitled to reimbursement from Owner for the following Reimbursable Expenses (see Appendix 1 for rates or charges): **[Mileage and GPS Survey Equipment]**.

5. 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. If any Reimbursable Expenses are expressly allowed, Engineer may also bill for any such Reimbursable Expenses incurred 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 [18] months. If such period of service is extended, the compensation amount for Engineer's services shall be appropriately adjusted with concurrence of the Owner and Agency.

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:

1. **Resident Project Representative Services:** For services of Engineer's Resident Project Representative under Paragraph A1.05.A 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 \$[501,000] based upon full-time RPR services on an eight-hour workday, Monday through Friday, over a [485] day construction schedule.
2. **If rate(s) for RPR services is not indicated in Appendix Two to Exhibit C "Standard Hourly Rates Schedule," the Standard Hourly Rates for RPR services is \$ ___ per hour.**

B. Compensation for Reimbursable Expenses:

1. 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.
2. Reimbursable Expenses include the expenses identified in Appendix 1 and the following: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of Resident Project Representative and assistants; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
3. 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 [1.1].
4. The Reimbursable Expenses Schedule will be adjusted annually (as of [January 1]) to reflect equitable changes in the compensation payable to Engineer. **Changes will not be effective unless and until concurred in by the Owner and Agency.**

C. *Other Provisions Concerning Payment Under this Paragraph C2.04:*

1. 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 [1.1].
2. *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.
3. *Estimated Compensation Amounts:*
 - a. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
 - b. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner **and Agency** 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.
4. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner ~~at cost~~ **at no cost**.

**COMPENSATION PACKET AS-1:
Additional Services – Standard Hourly Rates**

Article 2 of the Agreement is supplemented 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:
1. *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.
- B. *Compensation For Reimbursable Expenses:*
1. 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.
 2. Reimbursable Expenses include the expenses identified in Appendix 1 and the following categories: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
 3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of [1.1].
 4. The Reimbursable Expenses Schedule will be adjusted annually (as of [January 1]) to reflect equitable changes in the compensation payable to Engineer. **Changes will not be effective unless and until concurred in by the Owner and Agency.**
- C. *Other Provisions Concerning Payment for Additional Services:*
1. 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 [1.1].

2. *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.
3. 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~~ **at no cost**.

This is **Appendix 1 to EXHIBIT C**, consisting of [1] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [].

Reimbursable Expenses Schedule

Reimbursable Expenses are subject to review and adjustment per Exhibit C. Rates and charges for Reimbursable Expenses as of the date of the Agreement are:

8"x11" Copies/Impressions	\$ []/page
Copies of Drawings	\$ []/sq. ft.
Mileage (auto)	\$ [0.655]/mile
Air Transportation	at cost
CAD Charge	\$ []/hour
GPS Survey Equipment	\$ 41.02/hour
Laboratory Testing	at cost
Health and Safety Level D	\$ []/day
Health and Safety Level C	\$ []/day
Meals and Lodging	at cost

This is **Appendix 2 to EXHIBIT C**, consisting of [1] 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:*

1. 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.
2. The Standard Hourly Rates apply only as specified in Article C2.

B. *Schedule:*

Hourly rates for services performed on or after the date of the Agreement are:

Project Manager	\$ 190/hour
Senior Project Engineer	\$ 220/hour
Project Engineer	\$ 181/hour
Structural Engineer	\$ 230/hour
Project Designer	\$ 130/hour
Field RPR (Construction Observer)	\$ 137/hour
Senior RPR (Construction Manager)	\$ 215/hour
Non-administrative Support Staff	\$ 99/hour

This is **EXHIBIT D**, consisting of [5] 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:

ARTICLE 1 - SERVICES OF ENGINEER

D1.01 Resident Project Representative

- A. Engineer shall furnish a Resident Project Representative (“RPR”) to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree. RPR is Engineer’s representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR’s actions. Full time Resident Project Representation is required unless requested in writing by Owner and waived in writing by Agency.
- B. Through RPR's observations of the Work, including field checks of materials and installed equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor’s work in progress, for the coordination of the Constructors’ work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any Constructor nor assumes responsibility for any Constructor’s failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in Exhibit A, Paragraph A1.05, of this Agreement are applicable.
- C. The duties and responsibilities of the RPR are as follows:
 1. *General:* RPR’s dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR’s dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
 2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such schedules.

3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.
4. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
5. *Liaison:*
 - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
6. *Clarifications and Interpretations:* Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor. ,
7. *Shop Drawings and Samples:*
 - a. Record date of receipt of Samples and Contractor-approved Shop Drawings.
 - b. Receive Samples that are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
 - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor, or has not been approved by Contractor or Engineer.
8. *Proposed Modifications:* Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.
9. *Review of Work; Defective Work:*

- a. Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.
- b. Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work. ; and
- c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.

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

- a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
- b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
- d. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.
- e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.

11. *Records:*

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, approved Shop Drawing and Sample submittals, and other Project-related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.

- c. Upon request from Owner to Engineer, photograph or video Work in progress or Site conditions.
- d. Record and maintain accurate, up-to-date lists of the names, addresses, fax numbers, e-mail addresses, websites, and telephone numbers (including mobile numbers) of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
- e. Maintain records for use in preparing Project documentation.
- f. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.
- g. Maintain all Manufacturers' Certifications in the project file and on-site during construction to ensure compliance with AIS, as applicable.

12. *Reports:*

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- ~~b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor. [Deleted]~~
- c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
- d. Immediately inform Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.

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

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

15. *Completion:*

- a. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate

of Substantial Completion submit a punch list of observed items requiring completion or correction.

- b. Participate in Engineer's visit to the Site in the company of Owner and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
- c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work (Exhibit E).

D. Resident Project Representative shall not:

- 1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).
- 2. Exceed limitations of Engineer's authority as set forth in this Agreement.
- 3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.
- 4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.
- 5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
- 6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
- 7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
- 8. Authorize Owner to occupy the Project in whole or in part.

This is **EXHIBIT E**, consisting of [3] 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 Engineer has recommended final payment of Contractor, and that the Work furnished and performed by Contractor under the above Construction Contract is acceptable, expressly subject to the provisions of the related Contract Documents, the Agreement between Owner and Engineer for Professional Services dated __, and the following terms and conditions of this Notice:

CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK

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

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

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

By: _____

Title: _____

Dated: _____

This is **EXHIBIT F**, consisting of [2] 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 \$[13,647,848].
- B. A bidding or negotiating contingency of [20] percent will be added to any Construction Cost limit established.
- C. 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.
- D. 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. Engineers determinations on types and quality of materials, equipment, and component systems to be included in the Drawings and Specifications are subject to approval by Agency in accordance with requirements of 7 CFR 1780, including open and free competition.
- E. 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.
- F. 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 Construction 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

Exhibit F – Construction Cost Limit.

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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 [2] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [].

Insurance

Paragraph 6.05 of the Agreement is supplemented to include the following agreement of the parties:

G6.05 Insurance

A. The limits of liability for the insurance required by Paragraph 6.05.A and 6.05.B of the Agreement are as follows:

1. By Engineer:

- a. Workers' Compensation: **Statutory**
- b. Employer's Liability --
 - 1) Bodily injury, each accident: **\$ 1,000,000**
 - 2) Bodily injury by disease, each employee: **\$ 1,000,000**
 - 3) Bodily injury/disease, aggregate: **\$ 1,000,000**
- c. General Liability --
 - 1) Each Occurrence (Bodily Injury and Property Damage): **\$ 1,000,000**
 - 2) General Aggregate: **\$ 2,000,000**
- d. Excess or Umbrella Liability --
 - 1) Per Occurrence: **\$ 2,000,000**
 - 2) General Aggregate: **\$ 2,000,000**
- e. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage):
\$ 1,000,000
- f. Professional Liability --
 - 1) Each Claim Made **\$ 2,000,000**
 - 2) Annual Aggregate **\$ 2,000,000**
- g. Other (specify): **\$**

2. By Owner:

- a. Workers' Compensation: **Statutory**

Exhibit G – Insurance.

b. Employer's Liability --

- 1) Bodily injury, Each Accident \$[]
- 2) Bodily injury by Disease, Each Employee \$[]
- 3) Bodily injury/Disease, Aggregate \$[]

c. General Liability --

- 1) General Aggregate: \$[]
- 2) Each Occurrence (Bodily Injury and Property Damage): \$[]

d. Excess Umbrella Liability

- 1) Per Occurrence: \$[]
- 2) General Aggregate: \$[]

e. Automobile Liability – Combined Single Limit (Bodily Injury and Property Damage):

\$[]

f. Other (specify):

\$[]

B. *Additional Insureds:*

1. The following individuals or entities are to be listed on Owner's general liability policies of insurance as additional insureds:

- a. J-U-B Engineers, Inc.
Engineer
- b. _____
Engineer's Consultant
- c. []
Engineer's Consultant
- d. []
[other]

2. 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 policies of insurance.

3. The Owner shall be listed on Engineer's general liability policy as provided in Paragraph 6.05.A.

Exhibit G – Insurance.

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

This is **EXHIBIT H**, consisting of [1] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [] .

Dispute Resolution

Paragraph 6.09 of the Agreement is supplemented to include the following agreement of the parties:

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 []. 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.

This is **EXHIBIT J**, consisting of [1] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [].

Special Provisions

Paragraph(s) [none] of the Agreement is/are amended to include the following agreement(s) of the parties:

This is **EXHIBIT K**, consisting of [2] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [].

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. _____

The Effective Date of this Amendment is: ____.

Background Data

Effective Date of Owner-Engineer Agreement:

Owner:

Engineer: J-U-B Engineers, Inc.

Project:

Nature of Amendment: [Check those that are applicable and delete those that are inapplicable.]

- Additional Services to be performed by Engineer
- Modifications to services of Engineer
- Modifications to responsibilities of Owner
- Modifications of payment to Engineer
- Modifications to time(s) for rendering services
- Modifications to other terms and conditions of the Agreement

Description of Modifications:

Agreement Summary:

Original agreement amount: \$ _____
Net change for prior amendments: \$ _____
This amendment amount: \$ _____
Adjusted Agreement amount: \$ _____

Change in time for services (days or date, as applicable): __ __

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.

OWNER:

ENGINEER:

J-U-B Engineers, Inc. _____

By: _____
Print name: _____

By: _____
Print name: _____

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____



PALISADE BOARD OF TRUSTEES
Agenda Item Cover Sheet

Meeting Date: **June 13, 2023**

Presented By: **Janet Hawkinson, Town Manager**

Re: **Landscaping Around the Remodeled Gym**

SUBJECT:

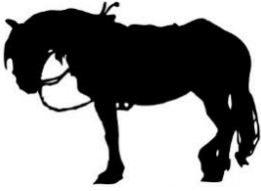
Landscaping was not included in the original project of the gymnasium remodel as it could not be determined what would be needed with the impact of the demolition and the new clinic had not been designed yet.

Please see attached plans.

This contract is for the landscaping of the north and west side of the gymnasium. It complements the Clinic landscaping. The south and east side of the gymnasium were part of the Clinic project. The bid was obtained under a process with FCI for the clinic landscaping.

BOARD DIRECTION:

Approve the attached landscape bid for the gymnasium with a 10% contingency.



CLARKE & CO.

3017 HWY 50
GRAND JUNCTION CO, 81503
(970) 241-5317
FAX (970) 241-2874

PROPOSAL

Project: Palisade Community Center – DC Gym Portion
Scope: Landscaping & Irrigation
Date: March 28, 2023

Clarke & Co., Inc. provides the following proposal for landscape and irrigation at the above referenced project in Palisade, CO. Proposal is per plan – L-001, LI-001, LS-501, LI-101, LI-102, dated 3/22/23 and LI-501, LP-001, LP-101, LP-102, LP-501 dated 3/21/2023, with exclusions and exceptions listed below, proposal is as follows:

<i>Description</i>	<i>Unit</i>	<i>Qty</i>	<i>Unit Price</i>	<i>Total Price</i>
DARE CASE - GYM PORTION				
Trees	EA	1	\$970.00	\$970.00
Shrubs	EA	26	\$53.00	\$1,378.00
Vines	EA	19	\$96.00	\$1,824.00
Trellis	LF	157	\$43.00	\$6,751.00
Boulders (9 lg / 4 med / 4 sm)	EA	3	\$152.00	\$456.00
3" Decomposed Granite Area	SF	4220	\$1.60	\$6,752.00
Irrigation System	LS	1	\$7,122.00	\$7,122.00
Mobilization / General Conditions	LS	1	\$500.00	\$500.00
Total DC GYM PORTION				\$25,753.00

Exceptions and Exclusions:

- Clarke will incorporate amendments based on soil test or specification and prepare topsoil topically to a depth of 6" and fine grade. No import topsoil is included.
- Multi use roadbase area by civil contractor / others.
- All landscape areas to be topsoiled, free of concrete, trash, and unacceptable materials with subgrade +/- .1 by others before landscape and irrigation mobilization.
- Excavation or fill of areas to be planted by others, all subgrade to +/- .1 ft by others.
- Landscaping and irrigation material pricing has increased considerably this year, there is a possibility of more increase. Clarke & Co., Inc.'s quote on the landscaping + irrigation system is good for 30 days from date of quote. Clarke & Co., Inc reserves the right to amend any line item based on any materials and/or freight increases before starting our scope of work.
- 1 Year Warranty on landscaping materials and installation with proper landscape industry standard maintenance.
- All landscape and irrigation maintenance provided by others. If maintenance is requested Clarke & Co., Inc. will gladly provide a proposal for that service.
- If bonding is required, please include an additional 2.5%

Thank you for the opportunity,

Wacey Clarke

Proposal Accepted:

Date

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practice. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance.
Amount due in full upon billing. A late payment charge of 1-1/2% (18 % annually) plus costs of collection including Clarke & Co., Inc.'s reasonable attorney fees will be assessed on past due accounts unless prior arrangements have been agreed to in writing.

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PALISADE COMMUNITY CLINIC

CONSULTANTS

LANDSCAPE ARCHITECTURAL

Seth Bockholt, PLA
Bockholt Inc.
392 E Winchester St. Ste 300
Salt Lake City, UT 84107
(801) 602-9951
seth@bockholtla.com



ARCHITECTURAL

EILEEN GEHLHAUSEN
MOA ARCHITECTURE
414 14TH STREET, SUITE 300
DENVER, COLORADO 80202
303.308.1190

LAND SURVEYOR

JUB ENGINEERS
305 MAIN STREET, UNIT 6
PALISADE, CO 81526

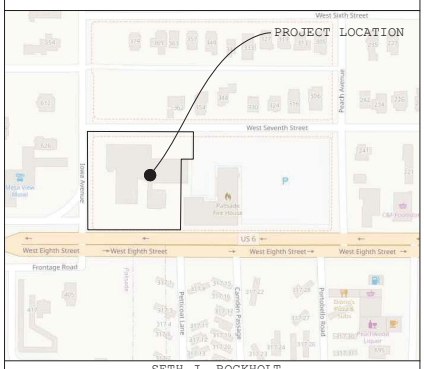
SHEET INDEX

SHEET	SHEET TITLE	REV 1	REV 2	REV 3	REV 4
		DATE	DATE	DATE	DATE
CV	COVER SHEET				
REF	REFERENCED ARCHITECTURAL SITE PLAN				
L-001	GENERAL NOTES				
LS-501	SITE DETAILS				
LI-001	IRRIGATION NOTES				
LI-101	IRRIGATION PLAN				
LI-102	IRRIGATION PLAN				
LI-501	IRRIGATION DETAILS				
LP-001	PLANTING NOTES				
LP-101	PLANTING PLAN				
LP-102	PLANTING PLAN				
LP-501	PLANTING DETAILS				

PROJECT DESCRIPTION

PARCEL NUMBER: 2937-093-37-001
 JURISDICTION: TOWN OF PALISADE
 ZONE: CP - COMMUNITY/PUBLIC
 OWNER: TOWN OF PALISADE
 SUBDIVISION: AREA 23 SPEC PURPOSE
 PARCEL SIZE : 3.19 ACRES
PROJECT DESCRIPTION:
 NEW LANDSCAPE, NEW RESIDENCE.
 THIS PROJECT CONSISTS OF BUT IS NOT LIMITED TO:
 GRADING, PLUMBING FOR A NEW FIRE FEATURE,
 ELECTRICAL, CONCRETE PAVING, GRADE RETENTION,
 CARPENTRY, MASONRY, IMPORT OF FILL BOTH ENGINEERED
 AND ORGANIC, STEEL FABRICATION, LANDSCAPE PLANTING
 AND IRRIGATION SYSTEMS.

LOCATION MAP



SETH J. BOCKHOLT
 LANDSCAPE ARCHITECT + PLANNER
 392 E. WINCHESTER ST.
 STE 300 SALT LAKE CITY, UT 84107
 OFFICE: 435.649.3856 MOBILE: 801.602.9951
 SETH@BOCKHOLT.LA.COM
 WWW.BOCKHOLT.LANDSCAPEARCHITECTURE.COM

PRIMARY CONTACT

I, SETH J. BOCKHOLT DO HEREBY CERTIFY THAT I AM A LICENSED LANDSCAPE ARCHITECT IN THE STATE OF COLORADO, LICENSE NO. LA. 0001524, AS PRESCRIBED UNDER THE LAWS OF UTAH. I FURTHER CERTIFY THAT I AM FULLY RESPONSIBLE FOR THE DESIGN OF THE DRIVEWAY, DRAINAGE, AND OTHER IMPROVEMENTS/DEVELOPMENT OF THE LAND SHOWN ON THE SITE PLAN.

Seth J. Bockholt
 SETH J. BOCKHOLT EXP. 12/31/2024

ARCHITECT'S STATEMENT

JURISDICTION APPROVALS AREA

731 IOWA AVENUE
 PALISADE, CO 81526
**PALISADE
 COMMUNITY CLINIC**

JUB

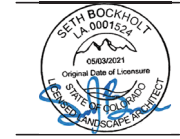
J-U-B ENGINEERS, INC.

FILE: COVER
 PROJ #: 23-23-008
 DRAWN BY: KS
 DESIGN BY: Seth Bockholt
 CHECKED BY: TS
 SCALE: ONE INCH
 AT FULL SIZE, IF NOT ONE
 INCH, SCALE ACCORDINGLY
 LAST UPDATED: 9/22/2023

COVER SHEET

Bockholt.

LANDSCAPE ARCHITECT
 392 E. Winchester St.
 SALT LAKE CITY UT. 84107
 OFFICE: 801.886.9052
 EMAIL: SETH@BOCKHOLT.LA.COM



CV

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File No: 20230203-107-101 (Project) Author: Seckholt
Date: 02/03/2023 10:00 AM
Title: LANDSCAPE ARCHITECTURE
Client: Seckholt Inc. 001 (001)

731 IOWA AVENUE
PALISADE, CO 81262

- GENERAL**
- THIS DESIGN IS AN ORIGINAL PUBLISHED WORK AND MAY NOT BE DUPLICATED, PUBLISHED, AND/OR USED WITHOUT THE WRITTEN CONSENT OF SECKHOLT INC.
 - ANY QUANTITIES OR DIMENSIONS GIVEN HERE ARE SCHEMATIC IN PLAN SPACE AND MAY VARY FROM ACTUAL OR REAL FIGURES. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY ALL ACTUAL AND REAL CONDITIONS, AND CONSULT THE LANDSCAPE ARCHITECT IF THERE IS ANY CONCERN.
 - ALL WORK IS TO BE PERFORMED IN ACCORDANCE WITH PERTINENT JURISDICTIONAL CODES, RESTRICTIONS, COVENANTS AND/OR ORDINANCES. ANY CONFLICT BETWEEN DESIGN AND REQUIREMENTS SHALL BE REPORTED TO THE LANDSCAPE ARCHITECT BEFORE PROCEEDING.
 - THE CONTRACTOR SHALL NOTIFY BLUE STAKES OR OTHER LOCAL GOVERNING AGENCIES PRIOR TO ANY WORK. USUALLY 3 DAYS IS REQUIRED BETWEEN TIME OF NOTICE TO TIME THE UTILITIES ARE PROPERLY MARKED, BUT THIS MAY VARY.
 - THE CONTRACTOR SHALL HAND DIG WITHIN THE UTILITY OFFSET ZONE.
 - THE CONTRACTOR SHALL BE ENTIRELY AND SOLELY RESPONSIBLE TO REPAIR OR REPLACE ANY DAMAGED OR DESTROYED EXISTING AND NEWLY INSTALLED FEATURES. THE OWNER SHALL HAVE THE FINAL SAY REGARDING WHAT IS DAMAGED OR DESTROYED AND WHEN IT HAS BEEN REPAIRED OR REPLACED.
 - THE CONTRACTOR SHALL INFORM THE LANDSCAPE ARCHITECT IF THERE IS ANY NEED OR DESIRE TO DEViate FROM THESE PLANS. IF ANY WORK IS COMPLETED THAT DEVIATES FROM THESE PLANS OR THE LANDSCAPE ARCHITECT'S DESIGN INTENT, THEN THE CONTRACTOR IS INFORMED THAT SUCH WORK IS AT THEIR OWN RISK.
 - ANY WORK DEVIATING FROM THESE PLANS MAY BE REQUIRED TO BE CHANGED, MODIFIED, OR REPLACED TO BRING THE WORK INTO ACCEPTANCE AT THE CONTRACTOR'S EXPENSE.
 - ALL WORK SHALL BE INSPECTED BY GOVERNING AGENCIES IN ACCORDANCE WITH THEIR REQUIREMENTS. JURISDICTIONAL APPROVAL SHALL BE SECURED BEFORE PROCEEDING WITH WORK.
 - IT IS THE CONTRACTOR'S RESPONSIBILITY TO REVIEW AND COORDINATE THE WORK OF ALL SUBCONTRACTORS, TRADES AND SUPPLIERS TO COMPLETE THE WORK SHOWN ON THESE DRAWINGS, AND TO ASSURE THAT ALL PARTIES ARE AWARE OF ALL REQUIREMENTS.
 - SOME PLANS OR DETAILS SHOWN HEREIN MAY NOT BE DRAWN TO SCALE OR SHOWN IN THEIR EXACT LOCATION. SOME ELEMENTS OF THIS DESIGN MAY BE SCHEMATIC IN NATURE. IF THERE IS ANY QUESTION REGARDING THE EXACT LOCATION OR ASSEMBLY OF ANY FEATURE THE CONTRACTOR SHALL REQUEST SUCH INFORMATION FROM THE LANDSCAPE ARCHITECT PRIOR TO PROCEEDING WITH THE WORK.
 - SOME WORK REQUIRED TO COMPLETE THIS DESIGN MAY NOT BE SHOWN, HOWEVER IT IS THE RESPONSIBILITY OF THE CONTRACTOR, WITHIN REASON, TO FORESEE OR ACCOUNT FOR SUCH WORK.
- CONST. MITIGATION**
- NO CONSTRUCTION UNDER LOW LIGHT CONDITIONS
 - DUST TO BE KEPT TO MINIMUM. BROOM CLEAN DAILY. MISTING DURING CONSTRUCTION TO MITIGATE DUST IF NECESSARY
 - CONSTRUCTION ACTIVITY SHALL NOT EXCEED NOISE STANDARDS AS SPECIFIED IN SUMMIT COUNTY CODE SECTION 5-3-9.
 - HOURS OF OPERATION SHALL NOT EXCEED 7AM-9PM MONDAY-SATURDAY AND 9AM-6PM ON SUNDAY.

- SEE PLANTING PLAN FOR INFORMATION REGARDING THE LOCATION OF DISTURBED AREAS.
 - CONSTRUCTION SIGN SHALL INCLUDE: CONTRACTOR'S NAME, ADDRESS, AND PHONE NUMBER; NAME, ADDRESS, AND PHONE NUMBER OF PERSON RESPONSIBLE FOR THE PROJECT; PHONE NUMBER OF PARTY TO CALL IN CASE OF EMERGENCY
- SWPPP**
- AREA TO BE DISTURBED SHALL BE MAINTAINED AS THE CONSTRUCTION LIMIT LINE OR LIMITS OF DISTURBANCE AS SHOWN.
 - ON SITE SOILS QUALITY: CONTRACTOR IS TO COORDINATE SOILS REPORT WITH LANDSCAPE ARCHITECT.
 - THE CONTRACTOR SHALL ERECT A SILT FENCE AND STRAW WATTLE ON DOWNHILL SIDE OF DISTURBANCE BOUNDARY.
 - SAND BAGS WILL BE PLACED AT DISCHARGE LOCATIONS TO CONTAIN AND DIVERT STORM WATER THROUGH STRAW BALES
 - AN EARTHEN BERM 6" HIGH WILL BE CONSTRUCTED TO CONTAIN THE STORM WATER AND DIVERT IT TO DISCHARGE LOCATIONS.
 - STORM WATER SHALL BE DIVERTED TO EXISTING DRAINAGE SYSTEMS. EXISTING LINES SHALL BE INSPECTED PRIOR TO COMPLETION AND CLEANED IF NECESSARY.
 - THE NATURE OF THIS PROJECT WILL CONSIST OF SURFACE FEATURE DEMOLITION, HARDCAPE CONSTRUCTION & SOFTSCAPE CONSTRUCTION
 - CONTRACTOR WILL CONSTRUCT STABILIZED CONSTRUCTION ACCESS AND PARKING. IF THE ACTION OF VEHICLES TRAVELING OVER THE GRAVEL CONSTRUCTION ENTRANCES IS NOT SUFFICIENT TO REMOVE THE MAJORITY OF DIRT OR MUD, THEN THE TIRES MUST BE WASHED BEFORE THE VEHICLES ENTER A PUBLIC ROAD. IF WASHING IS USED, PROVISIONS MUST BE MADE TO INTERCEPT THE WASH WATER AND TRAP THE SEDIMENT BEFORE IT IS CARRIED OFF THE SITE.
 - ALL WASH WATER (CONCRETE TRUCKS, VEHICLE CLEANING EQUIPMENT, CLEANING, ETC.) SHALL BE DETAINED AND PROPERLY TREATED OR DISPOSED.
 - ALL MATERIALS SPILLED, DROPPED, WASHED, OR TRACKED FROM VEHICLES ONTO ROADWAYS OR INTO STORM DRAINS MUST BE REMOVED IMMEDIATELY.
 - DISTURBED PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITY HAS STOPPED FOR AT LEAST 21 DAYS SHALL BE TEMPORARILY SEEDED. THESE AREAS SHALL BE SEEDED NO LATER THAN 14 DAYS FROM THE LAST CONSTRUCTION ACTIVITY OCCURRING IN THESE AREAS.
 - DISTURBED PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITY HAS PERMANENTLY STOPPED SHALL BE PERMANENTLY SEEDED. THESE AREAS SHALL BE SEEDED NO LATER THAN 14 DAYS AFTER THE LAST CONSTRUCTION ACTIVITY OCCURRING IN THESE AREAS. REFER TO THE GRADING PLAN AND /OR LANDSCAPE PLAN.
 - ADDITIONAL EROSION CONTROL MEASURES MAY BE REQUIRED DUE TO UNFORESEEN PROBLEMS OR IF THE PLAN DOES NOT FUNCTION AS INTENDED.
 - DAILY INSPECTIONS BY THE PROJECT SUPERVISOR, BI-WEEKLY INSPECTIONS BY THE CONTRACTOR'S COMPLIANCE OFFICER, AND MONTHLY INSPECTIONS BY THE OWNER'S CONSTRUCTION MANAGER MUST BE MADE TO DETERMINE THE EFFECTIVENESS OF THE SWPPP
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ABBREVIATIONS

AD	AREA DRAIN	MIN	MINIMUM
ALUM	ALUMINUM	MTL	METAL
ASBY	ASSEMBLY	NIC	NOT IN CONTACT
AWG	AMERICAN WIRE GAUGE	NOM	NOMINAL
BENT	BENT	NOT TO SCALE	
BOT	BOTTOM	OC	ON CENTER
BS	BOTTOM OF STEPS	OD	OUTER DIAMETER
CB	CATCH BASIN	PC	POLY CARBONATE
CIF	CAST IN PLACE	PCC	PRE-CAST CONCRETE
CHNL	CHANNEL	PL	PROPERTY LINE
CJ	CONTROL JOINT	PLUMB	PLUMBING
CL	CENTER LINE	PT	PRESSURE TREATED
CMU	CONCRETE MASONRY UNIT	PROT	PROTECT IN PLACE
CLEAN	CLEAN OUT	PAINT	PAINT OR PAINTED
COL	COLOR	PCV	POLYVINYL CHLORIDE
CONC	CONCRETE	RD	ROOF DRAIN
CONT	CONTINUOUS	REF	REFERENCE
BOV	BOTTOM OF WALL	REV	REVISION
DEMO	DEMOLISH OR DEMOLITION	RIM	RIM ELEVATION
DIA	DIAMETER	SPEC	SPECIFICATION / SPECIFICATION
DI	DOWN	STDL	STANDARD
DM	DIMENSION	STRUCT	STRUCTURE OR STRUCTURAL
DN	DOWN	TAP	TAPED HOLE, DRILLED
DWG	DRAWING	T&G	TONGUE AND GROOVE
EJ	EXPANSION JOINT	THD	THREAD
ELEC	ELEVATION	THRU	THROUGH
EXIST	EXISTING	TO	TOP OF
EXP JT	EXPANSION JOINT	TOC	TOP OF CONCRETE
EXT	EXTERIOR	TOP	TOP OF WALL
FLOOR	FLOOR DRAIN	TB	TOP OF BERM
FIXT	FIXTURE	TC	TOP OF CURB
FLR	FLOOR	TOP	TOP OF POOL COPING
FINISH	FINISH FLOOR ELEVATION	TP	TOP OF FOOTING
FG	FINISH GRADE	TS	TOP OF GRADE
FL	FINISH LINE	TFS	TOPS OF STEPS
FND	FOUNDATION	TS	TOPS OF WALL
GA	GALVANIZED	TYFCP	TYFICAL
GB	GRASS BREAK	UNO	UNLESS NOTED OTHERWISE
GALV	GALVANIZED	WL	WATER LEVEL
HP	HIGH POINT		
I&M	IN ACCORDANCE WITH		
ILO	IN LIEU OF		
INVT	INVERT ELEVATION		
INV	INVERT		
MAX	MAXIMUM		
MECH	MECHANICAL		
MEMBR	MEMBRANE		
MH	MANHOLE		

LEGEND

HATCH SYMBOL	MATERIAL DESCRIPTION	HATCH SYMBOL	MATERIAL DESCRIPTION
	BRICK OR STONE CLADDING ALSO CAN IDENTIFY AREA FOR DEMOLITION IN PLAN VIEW		STONE STAIR
	ASPHALT PAVING		COMPOSITE DECK
	CONCRETE PAVING		DIRECTION OF SURFACE DRAINAGE
	HYDRONIC CONCRETE PAVING GRAPHITE		SPOT ELEVATION (PROPOSED)
	UNDISTURBED SUBGRADE, OR COMPACTED FILL		CATCH BASIN RIM AND INVERT ELEVATIONS
	LOOSE AMENDED OR IMPORTED TOPSOIL		STORM DRAIN SIZE, TYPE AND SLOPE
	ORGANIC MULCH OR WOOD CHIPS		STEEL EDGING
	MINERAL MULCH OR PERMA BARK		STORM DRAIN MANHOLE
	STONE		SANITARY SEWER MANHOLE
	CONCRETE PAVERS		NATURAL GAS LINE
	STONE BANDING OR MEXICAN BEACH PEBBLE		WATER MAIN LINE
	METAL		120V ELECTRIC LINE
	ROUGH WOOD		SECTION FLAG
	FINISHED WOOD		MATCH LINE
	CRUSHED STONE SURFACING OR FLAGSTONE CHIPS		REVISION CLOUD
	SOIL PEP		SHEET CALLOUT OR ENLARGED AREA PLAN

GENERAL NOTES

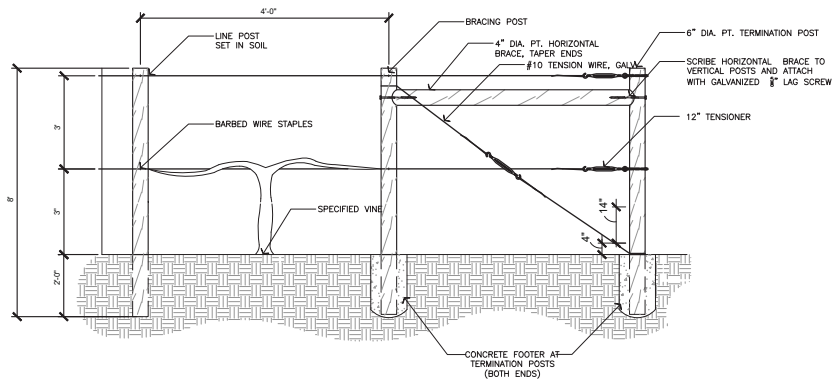
Seckholt

LANDSCAPE ARCHITECT
392 E. Winchester St.
SALT LAKE CITY UT. 84107
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EMAIL: SECKHOLT@SECKHOLT.COM

SETH BOCKHOLT
1001524
Original Date of Issuance
06/20/2023
FOR THE PROJECT: 20230203-107-101
LANDSCAPE ARCHITECTURE

L-001

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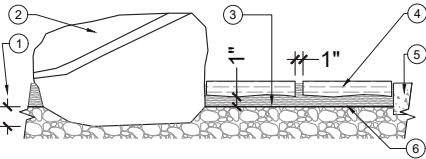


1 VINEYARD TRELLIS (POST & DOWEL FENCE)
1/2" = 1'-0"

PJT-HMY 6-20

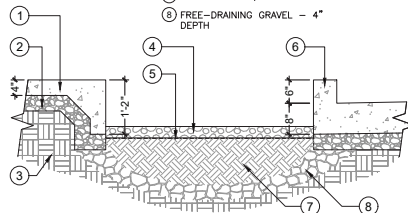
- 1 BOULDER 4-6" BELOW FINISHED GRADE
- 2 FLAGSTONE BOULDER (SEE PLANS FOR DETAILS)
- 3 MULCH - 3" DEPTH OF CRUSHED STONE
- 4 FLAGSTONE, 1-2" THICK WITH CUT EDGE, 1/4" ABOVE EXISTING CONCRETE PAVING
- 5 CONCRETE PAVING
- 6 FINISHED GRADE

NOTES:
1. CRUSHED STONE SURFACE TO BE 1/4" MINUS ROSY QUARTZ OR EQUAL FROM ROCK SHOP G.J. COLORADO



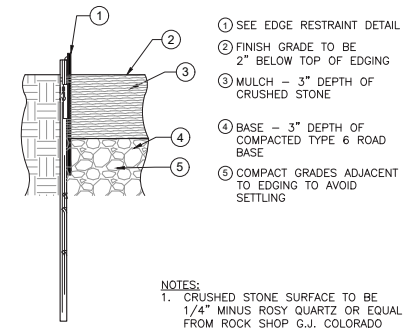
5 FLAGSTONE BOULDER & PAVING
NTS

DETAIL-FILE

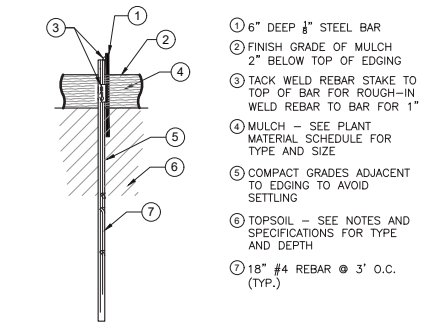


6 CONCRETE TURN-DOWN
NTS

DETAIL-FILE



3 CRUSHED STONE SURFACE
NTS



4 STEEL EDGE RESTRAINT
NTS

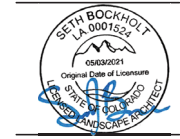
731 IOWA AVENUE
PALISADE, CO 81268
**PALISADE
COMMUNITY CLINIC**

JUB
J-U-B ENGINEERS, INC.
FILE: LP 80X
PROJECT #: 23-23-028
DRAWN BY: KLS
DESIGN BY: Seth Bockholt
CHECKED BY: TS
SCALE: ONE INCH = AT FULL SIZE IF NOT ONE INCH SCALE ACCORDINGLY
LAST UPDATED: 9/22/2023

SITE DETAILS

Bockholt

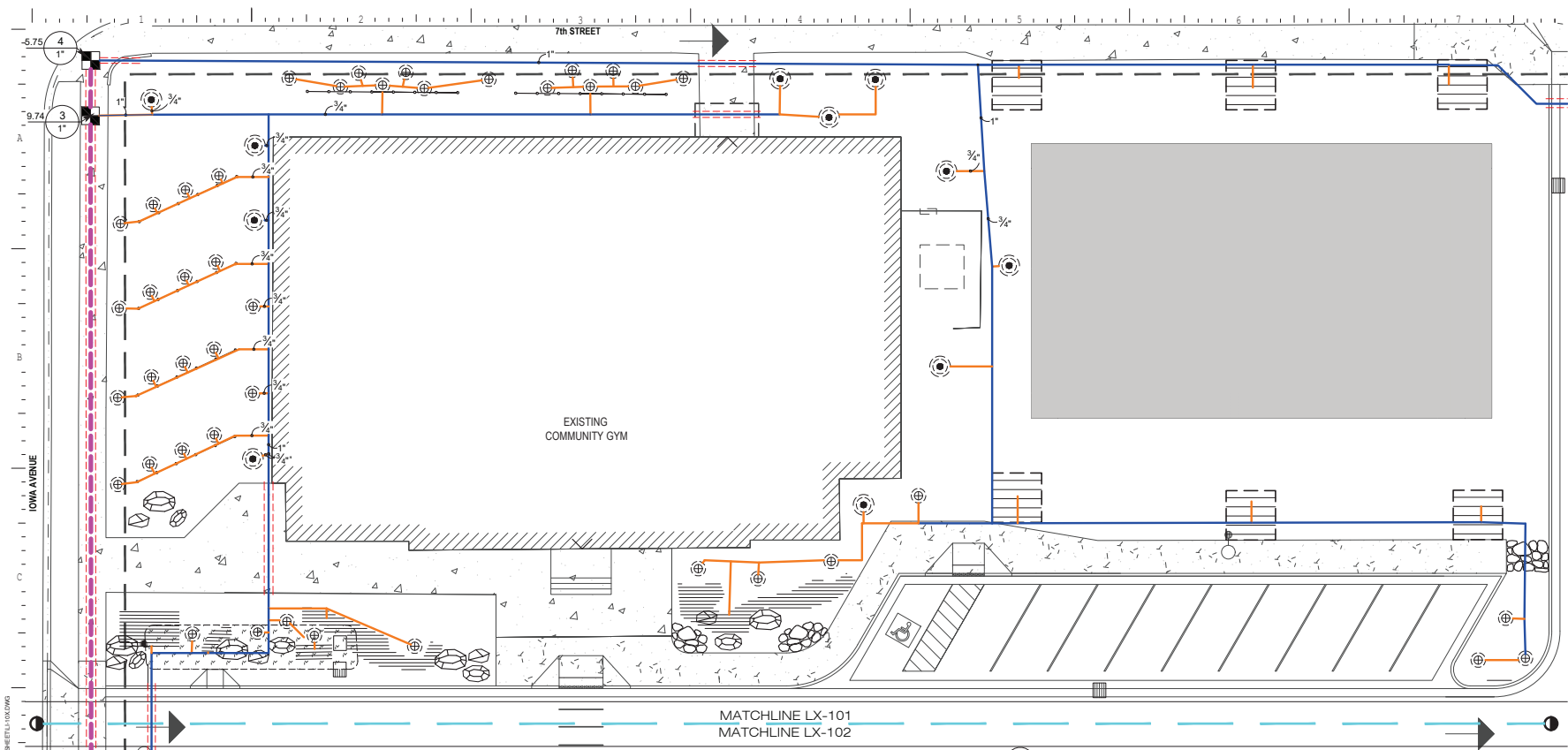
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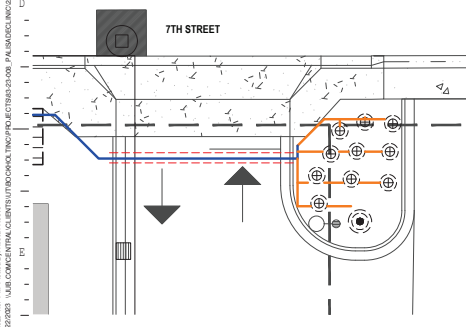
LS-501

PLD Date: 02/20/2024 4:07 PM. Printed By: Admin Review Date: 02/20/2024 4:07 PM. PROJECT: 23-23-028_PALISADE COMMUNITY CLINIC. CLIENT: 731 IOWA AVENUE. DESIGNED BY: SBTH. DWG

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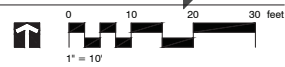
A IRRIGATION PLAN



B IRRIGATION PLAN - PARKING ISLAND

IRRIGATION SCHEDULE

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	SYMBOL	MANUFACTURER/MODEL/DESCRIPTION
■	Drip Control Zone Kit - 1" Hunter ICZ-101-40. 1" ICV Globe Valve with 1" HY100 filter system. Pressure Regulation: 40psi. Flow Range: 2 GPM to 20 GPM. 150 mesh stainless steel screen.	⊕	Master Valve Assembly 1-1/2"
⊙	Shrub Ring First Ring - 12" from trunk.	⊕	Point of Connection 1 1/2"
⊙	Tree Ring First Ring - 12" from trunk. Second Ring - 30" from trunk.	—	Irrigation Lateral Line: PVC Schedule 40
▨	Area to Receive Dripline Drip Line Assembly Netafun TLHCVXR-CS-053-12 Pressure Compensating Landscape Dripline with Copper Stripe, Check Valve and Anti-Siphon feature. 0.53 GPH emitters at 12" O.C. Dripline laterals spaced at 18" apart, with emitters offset for triangular pattern. 17mm.	—	Irrigation Distribution Line
		—	Irrigation Mainline: PVC Schedule 40
		---	Pipe Sleeve: PVC Class 200 SDR 21
		⊕	Valve Callout Valve Number Valve Flow Valve Size
		—	Irrigation Distribution Line



731 IOWA AVENUE
PALISADE, CO 81526

**PALISADE
COMMUNITY CLINIC**

JUB

J-U-B ENGINEERS, INC.

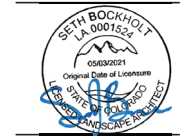
FILE: LI-101
 PROJ #: 18-23-008
 DRAWN BY: KS
 DESIGN BY: Seth Bockholt
 CHECKED BY: TS

1" = ONE INCH
 AT FULL SIZE, IF NOT ONE
 INCH SCALE ACCORDINGLY
 LAST UPDATED: 9/22/2019

IRRIGATION PLAN

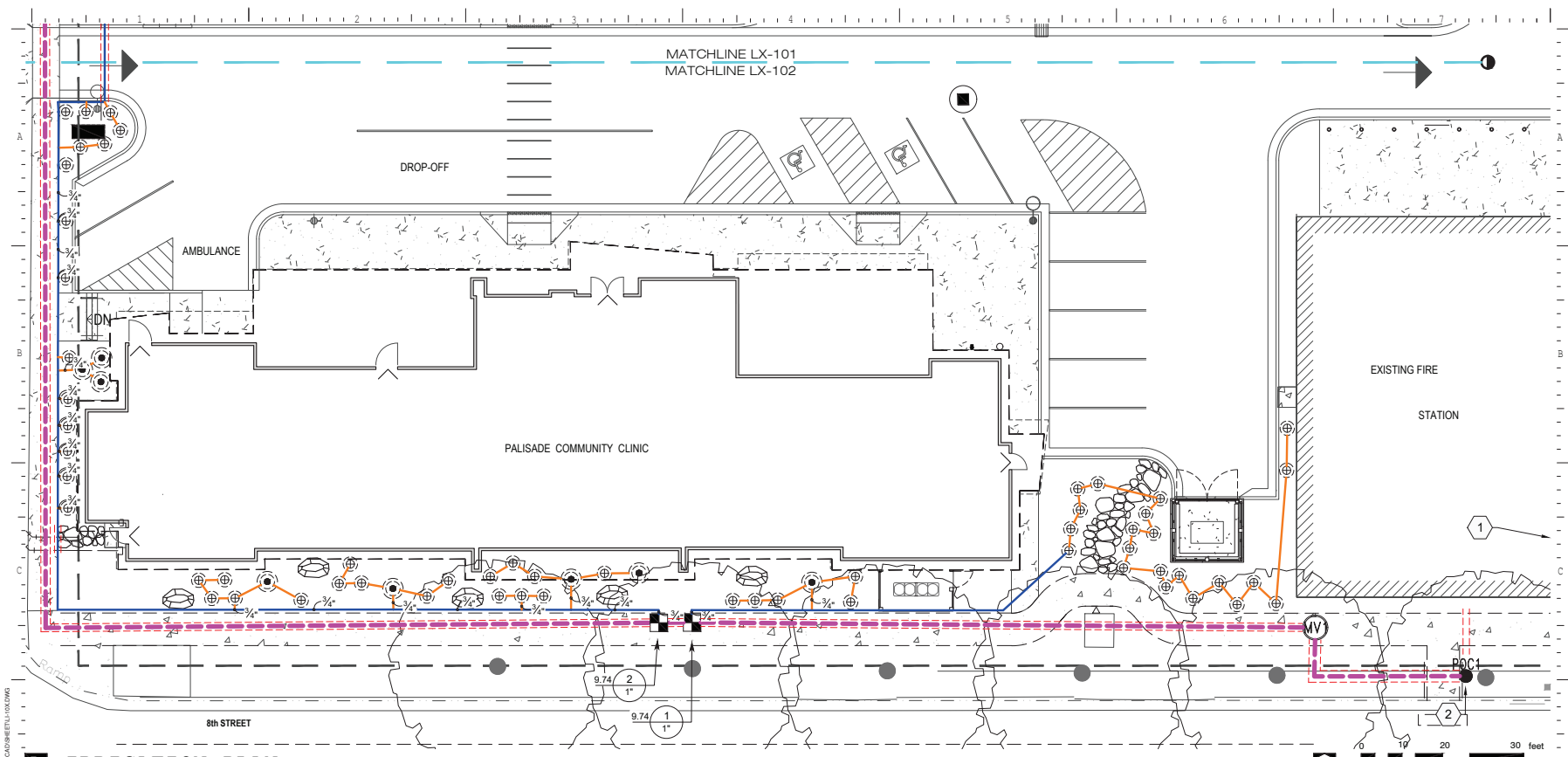
Bockholt.

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LI-101

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A IRRIGATION PLAN

IRRIGATION SCHEDULE

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION
	Drip Control Zone Kit - 1" Hunter IC2-101-40. 1" ICV Globe Valve with 1" HY100 filter system. Pressure Regulation: 40psi. Flow Range: 2 GPM to 20 GPM. 150 mesh stainless steel screen.
	Shrub Ring First Ring - 12" from trunk.
	Tree Ring First Ring - 12" from trunk. Second Ring - 30" from trunk.
	Area to Receive Dripline Drip Line Assembly Netafim TLHC/VXR-CS-053-12 Pressure Compensating Landscape Dripline with Copper Stripes, Check Valve and Anti-Siphon feature. 0.53 GPH emitters at 12" O.C. Dripline laterals spaced at 18" apart, with emitters offset for triangular pattern. 17mm.

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION
	Master Valve Assembly 1-1/2"
	Point of Connection 1 1/2"
	Irrigation Lateral Line: PVC Schedule 40
	Irrigation Distribution Line
	Irrigation Mainline: PVC Schedule 40
	Pipe Sleeve: PVC Class 200 SDR 21
	Valve Callout Valve Number Valve Flow Valve Size
	Irrigation Distribution Line

REFERENCE NOTES SCHEDULE

SYMBOL	DESCRIPTION	QTY	DETAIL
	CONNECT VALVE CONTROL WIRES TO EXISTING IRRIGATION CONTROLLER (MODEL #) 675' AWAY FROM PARK STRIP. CONTRACTOR TO FIELD VERIFY FEASIBILITY AND COORDINATE AS NECESSARY WITH OWNER		
	EXISTING MAINLINE FROM HWY 6 M/MOF L&A PROJECT CIRCA 2022. CONTRACTOR TO FIELD VERIFY LOCATION AND CONNECT NEW IRRIGATION MAINLINE.		

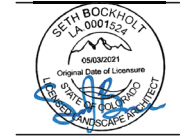
731 IOWA AVENUE
PALISADE, CO 81526
**PALISADE
COMMUNITY CLINIC**

JUB
J-U-B ENGINEERS, INC.
FILE: LI-101
PROJ #: 23-23-008
DRAWN BY: KJS
DESIGN BY: Seth Bockholt
CHECKED BY: TS
1" = 10'
AT FULL SIZE, IF NOT ONE INCH SCALE ACCORDINGLY
LAST UPDATED: 9/22/2023

IRRIGATION PLAN

BOCKHOLT

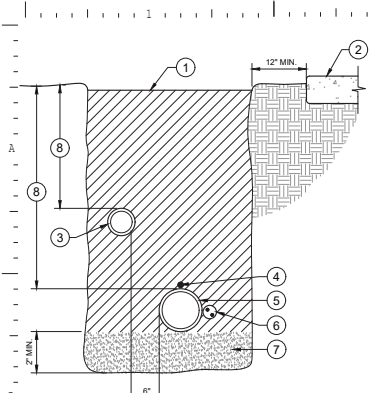
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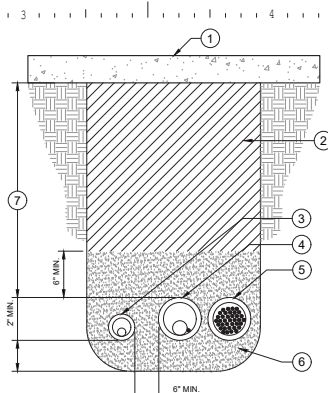
FILE: LI-501
 PROJ.#: 23-23-028
 DRAWN BY: KJS
 DESIGN BY: Seth Bockholt
 CHECKED BY: TS
 SCALE: ONE INCH = 12 INCHES
 AT FULL SIZE IF NOT ONE INCH SCALE ACCORDINGLY
 LAST UPDATED: 9/21/2023



1 TRENCH DETAIL
 NTS

- 1 BACKFILL MATERIAL - SEE NOTES, COMPACT TO 90% MDD
- 2 ADJACENT HARD SURFACE
- 3 NON-PRESSURE LATERAL LINE
- 4 MAIN LINE LOCATOR WIRE; BURIED WITH ALL MAIN LINES
- 5 PVC MAIN LINE
- 6 DIRECT BURIAL, LOW VOLTAGE CONTROL WIRES; TO BE BURIED AND TAPED AT 10" INCREMENTS. LOCATE DIRECTLY ADJACENT TO MAIN LINE.
- 7 BEDDING MATERIAL - SEE NOTES
- 8 PIPE DEPTHS - SEE NOTES

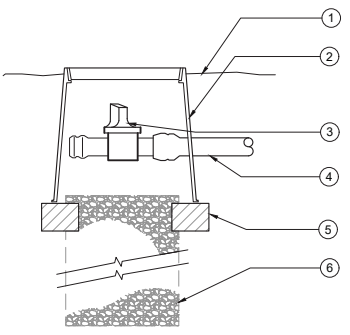
NOTE: SEE SLEEVING DETAIL FOR TRENCHING IN PAVED AREAS.



2 SLEEVE DETAIL
 NTS

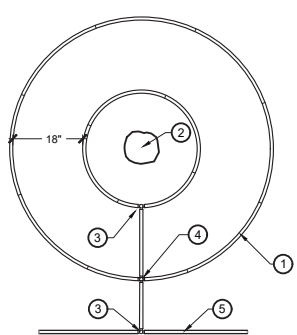
- 1 HARDSCAPE SURFACE - SEE PLANS
- 2 BACKFILL MATERIAL - SEE NOTES
- 3 LATERAL LINE WITH SLEEVE
- 4 PVC MAIN LINE AND LOCATOR WIRE WITH SLEEVE
- 5 CONTROL WIRE SLEEVE - SEE PLANS FOR SIZE
- 6 BEDDING MATERIAL - SEE NOTES
- 7 MIN. COVER - 12" UNDER WALKS AND 48" UNDER STREETS

NOTES:
 1) SLEEVES 4" AND SMALLER USE PVC SCHEDULE 40 PIPE.
 2) SLEEVES LARGER THAN 4" USE PVC CLASS 200.
 3) ALL SLEEVES SHALL BE TWO (2) TIMES LARGER THAN THE DIAMETER OF THE PIPE BEING SLEEVED, UNLESS NOTED OTHERWISE ON THE PLANS.
 4) INSTALL SLEEVES AT A DEPTH SUFFICIENT TO AVOID CONFLICT WITH OTHER UTILITIES AND MAINS.



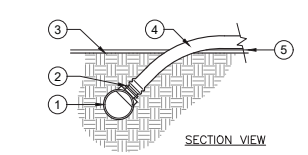
2 FLUSH VALVE ASSEMBLY (PLUMBED TO DRIPLINE)
 NTS

- 1 FINISH GRADE
- 2 8" ROUND GREEN PLASTIC VALVE BOX (CARSON OR APPROVED EQUAL)
- 3 MANUAL LINE FLUSHING VALVE NETAFIM MODEL: TISOV
- 4 TECHLINE CV 17mm TUBING
- 5 CONCRETE PAVERS SUPPORTS (THREE)
- 6 3/4" GRAVEL SUMP (1 CUBIC FOOT)



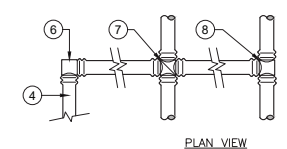
6 TREE RING
 3/4" = 1'-0"

- 1 DRIPLINE
- 2 TREE TRUNK
- 3 TEE FITTING
- 4 CROSS FITTING
- 5 SUPPLY LINE



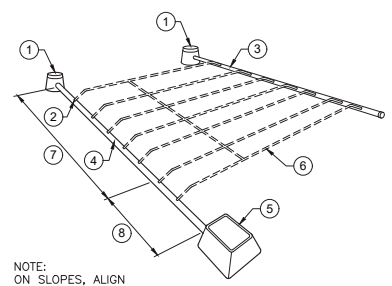
SECTION VIEW

- 1 1 1/2" PVC HEADER
- 2 NETAFIM TLIAPVC CONNECTION
- 3 PLANTING BED FINISHED GRADE
- 4 DRIPLINE / BLANK TUBING
- 5 WEED BARRIER FABRIC
- 6 ELBOW
- 7 CROSS
- 8 TEE



PLAN VIEW

3 DRIPLINE CONNECTIONS
 NTS



NOTE:
 ON SLOPES, ALIGN DRIPLINE PARALLEL TO THE CONTOURS OF THE SLOPE.

4 DRIPLINE CIRCUIT LAYOUT
 NTS

- 1 MANUAL FLUSH VALVE PLUMBED TO PVC IN LOWEST POINT
- 2 NETAFIM TLIAPVC CONNECTOR
- 3 1 1/2" PVC EXHAUST HEADER (SEE NOTES FOR DEPTH)
- 4 1 1/2" PVC SUPPLY HEADER (SEE NOTES FOR DEPTH)
- 5 REMOTE CONTROL VALVE ASSEMBLY
- 6 DRIPLINE TUBING LATERAL - INSTALL AT GRADE UNDER MULCH AND ON TOP OF FABRIC (IF FABRIC IS USED)
- 7 ON SLOPES, USE THE SPECIFIED DRIPLINE SPACING ON THE TOP 2/3 OF THE SLOPE
- 8 ON SLOPES, USE THE SPECIFIED DRIPLINE SPACING PLUS 25% ON THE BOTTOM 1/3 OF SLOPE

731 IOWA AVENUE
 PALISADE, CO 81526

**PALISADE
 COMMUNITY CLINIC**

JUB

J-U-B ENGINEERS, INC.

FILE: LI-501
 PROJ.#: 23-23-028
 DRAWN BY: KJS
 DESIGN BY: Seth Bockholt
 CHECKED BY: TS
 SCALE: ONE INCH = 12 INCHES
 AT FULL SIZE IF NOT ONE INCH SCALE ACCORDINGLY
 LAST UPDATED: 9/21/2023

IRRIGATION DETAILS

Bockholt.

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SETH BOCKHOLT
 LA 0001524

Original Date of License
 05/03/2021

EXPIRES 05/03/2026

LANDSCAPE ARCHITECT

LI-501

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PLANTING NOTES

1. The Contractor shall be familiar with the planting and irrigation technical specifications -- failure to do so will not relieve the contractor of his responsibility to fulfill all requirements in said specifications.
2. Prior to any planting operations, the irrigation system shall be fully operational and all planting areas shall be thoroughly moistened.
3. The planting plan is diagrammatic, and all plant locations are approximate. Plant symbols take precedence over plant quantities shown on the plans and in the Plant Material Schedule. The Contractor shall verify all plant quantities and notify the Landscape Architect of any discrepancies between the quantities and the symbols shown. The Plant Materials Schedule is for the Contractor's convenience only.
4. No substitution of size, grade, variety or any species shall be permitted except by written permission of the Landscape Architect. Upon receiving Notice to Proceed, the Contractor shall provide written proof that the specified plant material is available and has been secured or reserved specifically for this project. Obtain nursery stock and other plant materials from reliable and stable sources prior to order and delivery.
5. Final Grade Preparation
 - A. The subgrade Material Shall be rough graded to plus or minus one tenth (+0.1) foot of the final rough grade, which will allow the Contractor to achieve final finished grade through the placement of the topsoil.
 - B. Protect existing trees, shrubs, lawns, existing structures, fences, roads, sidewalks, paving, curb and gutter and other features during Construction.
 - C. Protect above or below grade utilities. Contact utility companies to repair damage to utilities. Contractor shall pay all cost of repairs which he causes.
 - D. Maintain all benchmarks, control monuments and stakes, whether newly established by surveyor or previously existing. Protect from damage and dislocation.
 - E. Grading Intent: Spot elevations and contours indicated are based on the best available data. The intent is to maintain constant slopes between spot elevations.
 - F. Conduct work in an orderly manner. Do not create a nuisance. Do not permit soil accumulation on streets or sidewalks. Do not allow soil to be washed into sewers and storm drains.
 - G. Grade slopes to provide adequate drainage after compaction. Do not create water pockets or ridges. Use all means necessary to prevent erosion of freshly graded areas during construction until surfaces have been constructed and landscaping areas have taken hold.
 - H. Grades shall be smooth, even, and maintain a consistent uniform slope. Grades with undulating surfaces will be rejected and require re-grading.
 - I. The Contractor shall maintain a minimum of two (2) percent drainage away from all buildings, structures, and walls. Finished grades shall be smoothed to eliminate puddling or standing water.
 - J. All finished grades shall be approved by the Landscape Architect prior to installation of any plant materials.
6. All planting areas shall receive a minimum of twelve (12) inches of topsoil in planting beds. All topsoil used on this project shall meet the following criteria:

A. pH:.....	5.6 - 7.5
B. EC (electrical conductivity):.....	<2.0 mmhos per centimeter
C. SAR (sodium absorption ratio):.....	0-10.0
D. % OM (percent organic matter):.....	3-5%
E. Texture (particle size per USDA classification):	
I. Sand:.....	<70%
II. Silt:.....	<70%
III. Clay:.....	<30%
IV. Stone Fragments (gravels or any soil particle Greater than two (2) mm in size):.....	<5% (by volume)
V. Rocks > 1.5".....	None

In addition, the topsoil shall be fertile, friable, natural loam and shall be capable of sustaining vigorous plant growth. It shall be free of stones, lumps, clods of hard earth, plants or their roots, sticks, and other extraneous matter. The topsoil shall contain neither noxious weeds nor their seeds. It shall not be used for planting operations while in a frozen or muddy condition. An appropriate fertilizer may be used to provide needed nutrients for healthy and vigorous plant growth. Follow recommendation of topsoil report and refer to CDDT Section 207 Topsoil (Offsite) amendment and preparation protocols.
7. The following procedure shall be followed in placing all topsoil:
 - A. All areas to receive topsoil which have a slope of less than ten (10) percent shall be cross-rippled to a depth of four (4) to six (6) inches.
 - B. The surface of the subgrade shall be scarified to a depth of two (2) inches to provide a transition zone between the subgrade and the topsoil. Place the topsoil on the subgrade and fine grade to the final finished grade and topsoil depths as indicated on the drawings and in these notes.
 - C. Any required soil amendments (i.e. organic matter, fertilizer, gypsum, etc.) shall be placed directly on the topsoil at the required rates and spread evenly over the planting area. The amendments shall then be thoroughly blended into the topsoil to a depth of four (4) inches. Where only a dry, granular fertilizer is to be added, it may be applied to the surface and raked in during the fine grading process.
8. The Contractor shall obtain a soil analysis from any authorized soil testing agency of any existing stockpiled or imported topsoil to be used on the project to verify that it conforms to the topsoil specifications. Test results shall include horticultural nutrient recommendations. The soil samples shall be obtained per the testing agency directions. Allow ten (10) working days to obtain test results. The costs for such testing shall be the responsibility of the Contractor. Prior to delivery of the imported topsoil to the site, the Contractor shall provide to the Landscape Architect the name and location of the topsoil source, along with the certified soil analysis of the topsoil to be used. The analysis shall verify that the proposed topsoil meets the topsoil specifications, and is capable of supporting healthy plant growth.

9. After imported top soil has been delivered to the site, a second soils test may be required to verify that it is indeed the same soil as previously tested and designated for use in this project. No substitution of top soil shall be allowed without prior written authorization from the Landscape Architect.
10. All plants used for this project shall conform to the following:
 - A. Any inspection certificates required by law shall accompany each delivery of plants and such certificate shall be filed with the Landscape Architect. All plants shall be subject to inspection and approval of the plant, growth or upon delivery to the site for their quality, size, species, and variety. Such approval shall not impair the right of inspection and rejection at the site or during progress of work for size and condition of the plants, latent defects, or injuries. Any and all rejected plants shall be removed immediately from the premises by the Contractor. The Contractor shall make all replacements at his expense should he fail to comply in full with any of the specifications. Necessary replacements will be made as soon as weather conditions permit and all such plants replaced shall conform to all specifications herein.
 - B. Plants shall be fresh and vigorous, of normal habit and growth, and free of disease, insects and insect eggs and insect larvae, weeds and weed seed. No heeled-in plants from cold storage shall be accepted except on approval by the Landscape Architect prior to installation.
11. All plants shall be installed using the following procedures:
 - A. Plants shall be generally located as indicated by the drawing. The Contractor shall stake out the location of all plants and planting areas, and no excavation or installation, or soil amendments or burlapped plants, have been approved by the Landscape Architect.
 - B. All trees and shrubs shall be planted in pits as detailed in the planting details contained herein or as noted on the drawings. Tree and shrub pits shall be circular in outline, with a diameter at least two (2) times the diameter of the rootball of each plant to be installed. They shall be one to two and one half (1 - 2 1/2) inches shallower than the rootball depth. When the plant is properly placed in the plant pit, the root collar shall be at or approximately one (1) inch above finished grade. The sides of the plant pit shall be strengthened, and not smooth or sculpted.
 - C. Plant backfill mix shall be one hundred (100) percent native site soil.
 - D. For container grown plants, remove the container and place the plant vertically in the plant pit, directly on undisturbed soil. The root crown or collar shall be at or approximately one (1) inch above the finished grade. Perennial plants and ornamental grasses shall be planted with root collar at finished grade.
 - E. For balled and burlapped plants, place the plant vertically in the center of the pit, with the rootball resting on undisturbed soil. Cut and remove the wire basket and burlap or other wrapping material from the rootball. This may be done with the rootball in the pit. Any burlap or wire pieces underneath the rootball may be left in place if they cannot be removed. Do not fold the burlap over, but cut away as much as possible without disturbing the rootball. No burlap shall be pulled from under the rootball. Backfill the bottom one third (1/3) of the pit as the wire and burlap are removed. In all cases, maintain the integrity of the rootball.
 - F. Specified backfill material shall be carefully and firmly worked and tamped under and around the rootball to fill all voids. When backfilled and compacted to two thirds (2/3) the depth of the pit, thoroughly water with a hose to completely soak the roots and remove any air pockets.
 - G. The plant pit shall then be completely backfilled with the specified backfill mix and tamped well. A shallow watering basin or rain cup shall be formed around each plant. This basin will be equal in diameter to that of the original planting pit.
 - H. After planting, the following operations shall be performed:
 - I. Stake and mulch all trees per installation details.
 - II. Remove all nursery stakes, ties, and tags from all plants. Prune and remove any dead, damaged, or broken branches. Maintain side growth on all trees.
12. Staking shall be performed as follows:
 - A. Two (2) 2"x 2" square or 2" diameter round wood stakes, minimum ten (10) feet in length, shall be used to support each tree planted under this contract unless otherwise indicated. Metal T-posts shall not be used.
 - B. Tree ties shall conform to the staking detail shown on the planting detail sheet. Wire and vinyl hose shall not be used.
 - C. Each stake shall be located adjacent to the rootball, on opposing sides, to provide maximum support to the trunk. Do not penetrate the rootball with the stake.
 - D. The stakes shall be driven into the pit bottom after the tree has been placed in the pit, but before backfilling begins so as to avoid damage to the roots.
 - E. Stakes and ties shall be removed after one (1) full growing season from the time the tree was installed.
13. All plants shall be thoroughly watered immediately after planting. This shall mean full and thorough saturation of all backfill in the pits and beds during the same day of planting. Water shall be applied only by open end hose at very low pressure to avoid air pockets, injury to the plant, or washing away of backfill. When installed, watered, and fully settled, the plants shall be vertical. Subsequent watering shall be provided by the site's irrigation system. The Contractor shall insure that all plants, especially trees, receive sufficient water to maintain healthy growth and vigor. Over-watering shall be avoided, and prolonged saturation of the soil around the trees shall be eliminated by appropriately controlling the irrigation circuit which provides water to that area.
14. Mulch (see plant materials schedule and specifications for size requirements) shall be placed to a depth of three (3) inches minimum on top of the topsoil in all planting beds and over tree planting pits. The finished grade of the mulch shall be as follows:
 - A. Two (2) inches below the surface or finished grade of any paving, mowstrips, or walks adjacent to the planting area.
 - B. One (1) inch below top of metal edging.
 - C. In tree pits, the mulch shall be kept six (6) inches away from the base of the tree.
 - D. Just prior to placement of the mulch, the Contractor shall treat the mulched areas with a pre-emergent herbicide according to the manufacturer's recommendations.
15. One-step preparation and application of hydroseeded mulch shall be as follows:
 - A. The wood fiber mulch, seed, tackifier, fertilizer, and water shall be mixed together in a hydroseeding machine having a capacity of at least two thousand (2,000) gallons to allow for homogeneous slurry which is thoroughly mixed and can be applied easily

- without clogging. The machine shall be mounted on a traveling unit which is either self-propelled or drawn by a separate unit. Equipment used in the hydroseeding process shall be thoroughly cleaned of all seed and other materials used in any previous hydroseeding process, prior to hydroseeding on this project.
- B. The equipment shall have a built in agitation system and operating capacity sufficient to agitate, suspend, and homogeneously mix a slurry containing not less than fifty (50) pounds of organic mulching amendment plus chemical additives and solids for each one hundred (100) gallons of water.
 - C. The slurry shall be prepared at the site and its components shall be mixed to supply the rates of application as specified. The slurry preparation shall begin by adding water to the tank when the engine is at one half (1/2) throttle. The engine throttle shall be open to full speed when the tank is one half (1/2) filled with water. All organic amendments, fiber, and chemicals shall then be added by the time the tank is two thirds (2/3) to three fourths (3/4) full. At this time and not before, the seed mix shall also be added. Spraying shall commence immediately when the tank is full and the slurry is mixed.
 - D. Apply the hydroseed to form even appearing cover over the required areas. The slurry shall be applied in a downward drilling motion via a fan stream nozzle. It is important to ensure that all of the components enter and mix with the soil. Use only qualified and trained personnel to insure uniformity of the hydroseed applications.
 - E. The hydroseeding slurry components shall not be left in the hydroseed machine for more than two (2) hours in order to avoid seed deterioration.
16. Throughout the course of planting, excess and waste materials as well as excavated subsoil shall be continuously and promptly removed. All areas shall be kept clear and all reasonable precautions taken to avoid damage to existing structures, plants, and grass. When planting has been completed in an area, it shall be thoroughly cleaned of all debris, rubbish, subsoil, and waste materials. These shall be removed from the property and disposed of legally. All planting tools shall also be put away.

731 IOWA AVENUE
PALISADE, CO 81658

**PALISADE
COMMUNITY CLINIC**

JUB

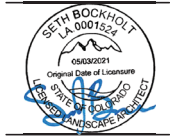
J-U-B ENGINEERS, INC.

FILE: LP-001
PROJ.#: 23-208
DRAWN BY: KS
DESIGN BY: Seth Bockholt
CHECKED BY: TS
1" = ONE INCH
AT FULL SIZE IF NOT ONE INCH SCALE ACCORDINGLY
LAST UPDATED: 9/21/2023

PLANTING NOTES

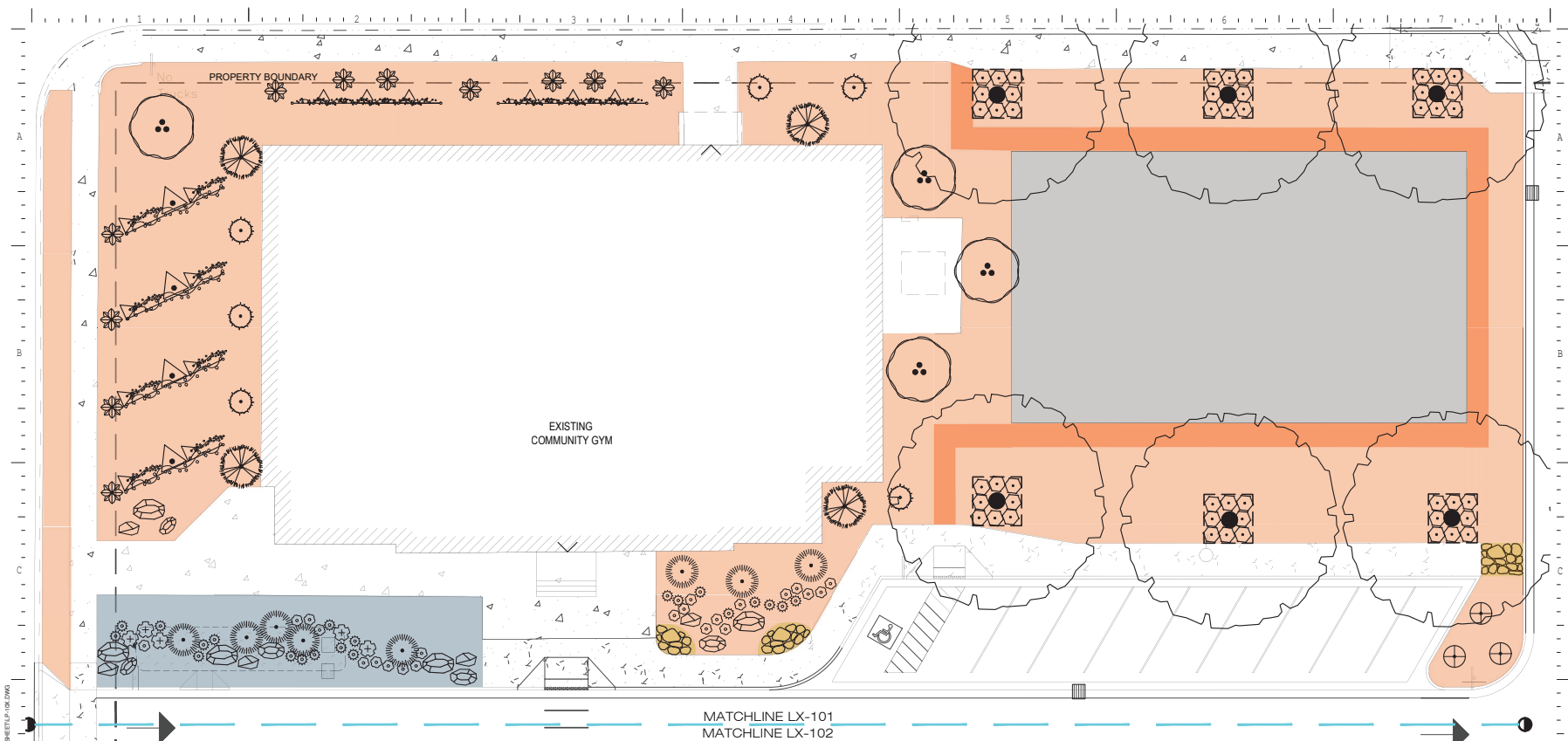
BOCKHOLT

LANDSCAPE ARCHITECT
332 E. WINCHESTER ST.
SALT LAKE CITY UT. 84107
OFFICE: 801.886.9052
EMAIL: SEB@BOCKHOLTIA.COM



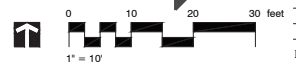
LP-001

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A PLANTING PLAN

MATCHLINE LX-101
MATCHLINE LX-102



PLANT SCHEDULE LP-101

TREES	CODE	QTY	COMMON / BOTANICAL NAME	CONT	SIZE
	CL	4	Desert Willow <i>Chilopsis linearis</i>	MULTI	12' H
	GS	6	Shademaster Honey Locust <i>Gleditsia t. 'Shademaster'</i>	B & B	3.5"
	JM	4	Moonglow Juniper <i>Juniperus s. 'Moonglow'</i>	15 gal	6'-8' H
	JS	6	Skyrocket Juniper <i>Juniperus s. 'Skyrocket'</i>	15 gal	
	PB	1	Bristlecone Pine <i>Pinus aristata</i>	15 gal	4'-6' H
SHRUBS	CODE	QTY	COMMON / BOTANICAL NAME	CONT	
	JB	6	Blue Chip Juniper <i>Juniperus h. 'Blue Chip'</i>	5 Gal	

	LH	48	Hidcote Blue English Lavender <i>Lavandula a. 'Hidcote Blue'</i>	5 gal	
	PC	4	Little Gem Norway Spruce <i>Picea abies 'Little Gem'</i>	5 gal	
	PG	3	Dwarf Globe Green Spruce <i>Picea pungens 'Globe'</i>	5 gal	
	PP	5	Pawnee Buttes Sand Cherry <i>Prunus besseyi 'P011S'™</i>	5 gal	
	RV	11	Leander Rose <i>Rosa David Austin 'Auslea'</i>	5 gal	
	SC	22	Purple Common Sage <i>Salvia o. 'Purpurascens'</i>	5 gal	
VINE	CODE	QTY	COMMON / BOTANICAL NAME	CON	
	CR2	8	Trumpet Creeper <i>Campsis radicans</i>	5 gal	

GRASSES	CODE	QTY	COMMON / BOTANICAL NAME	CONT
	PE	4	Engelmann Virginia Creeper <i>Parthenocissus q.</i>	5 gal
	CL2	6	Clematis x 'Lord Neville' Purple-Blue Clematis	5 gal
	CS	8	Pampas Grass <i>Cortaderia sellonana</i>	15 gal
	JB2	21	Blue Arrows Juncus <i>Juncus inflexus 'Blue Arrows'</i>	1 gal

731 IOWA AVENUE
PALISADE, CO 81526
**PALISADE
COMMUNITY CLINIC**

JUB
J-U-B ENGINEERS, INC.
FILE: LP-101
PROJ #: 23-23-028
DRAWN BY: KS
DESIGN BY: Seth Bockholt
CHECKED BY: TS
SCALE: ONE INCH = 10 FEET
AT FULL SIZE, IF NOT ONE INCH SCALE, ACCORDINGLY.
LAST UPDATED: 9/21/2023

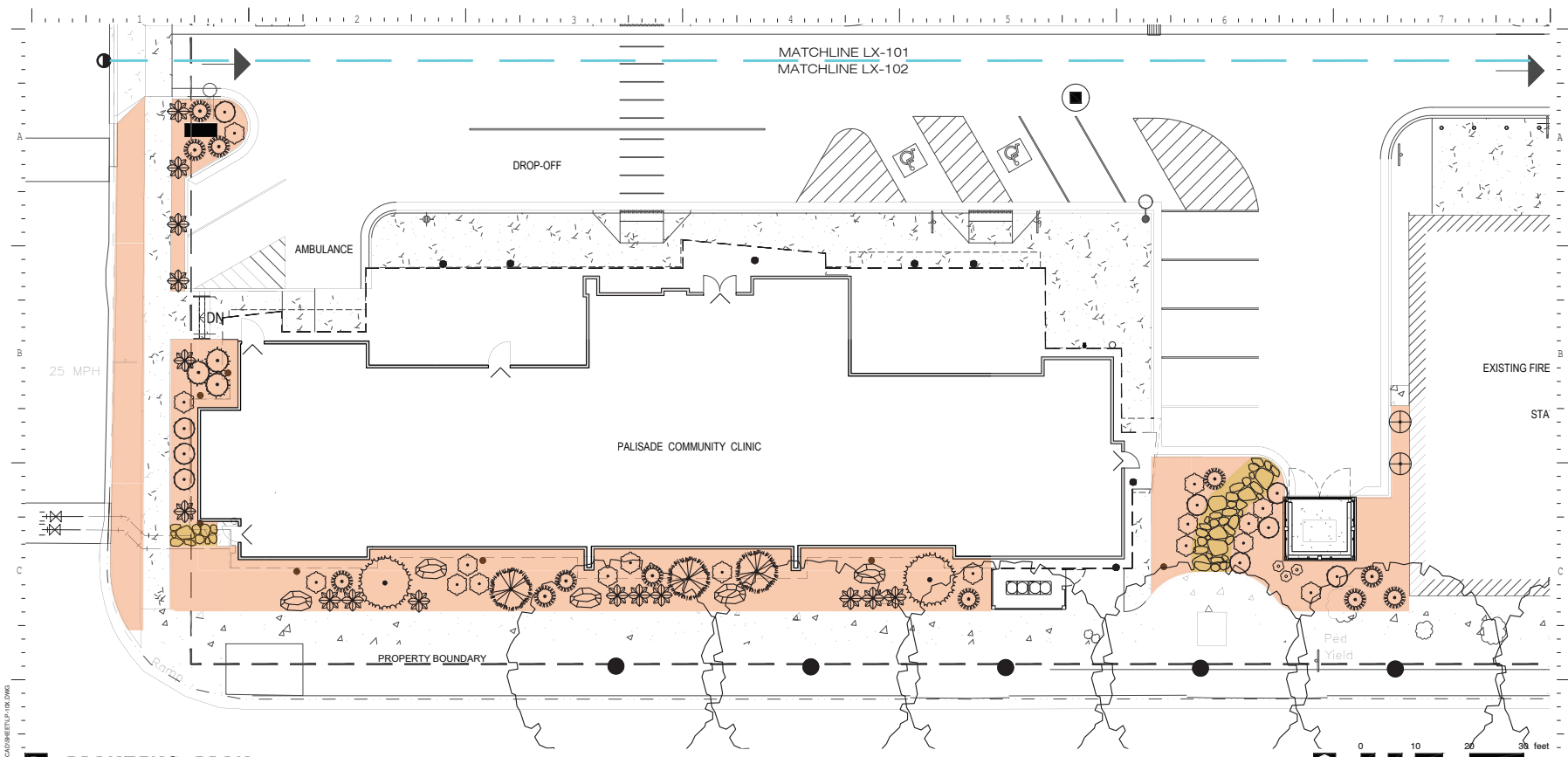
PLANTING PLAN
BOCKHOLT

LANDSCAPE ARCHITECT
332 E. Winchester St.
SALT LAKE CITY UT, 84107
OFFICE: 801.886.9052
EMAIL: SETH@BOCKHOLT.LA.COM



LP-101

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A PLANTING PLAN

PLANT SCHEDULE LP-102

TREES	CODE	QTY	COMMON / BOTANICAL NAME	CONT	SIZE
	PA	9	Russian Sage <i>Perovskia atriplicifolia</i>	5 gal	
	JM	3	Moonglow Juniper <i>Juniperus s. 'Moonglow'</i>	15 gal	6'-8" H
	JS	3	Skyrocket Juniper <i>Juniperus s. 'Skyrocket'</i>	15 gal	
	PB	2	Bristlecone Pine <i>Pinus aristata</i>	15 gal	4'-6" H
SHRUBS	CODE	QTY	COMMON / BOTANICAL NAME	CONT	
	CR	17	Rubber Rabbitbrush <i>Chrysothamnus n.</i>	5 gal	
	EV	12	Mormon Tea <i>Ephedra viridis</i>	5 gal	
	JB	2	Blue Chip Juniper <i>Juniperus h. 'Blue Chip'</i>	5 Gal	

731 IOWA AVENUE
PALISADE, CO 81526

**PALISADE
COMMUNITY CLINIC**

JUB

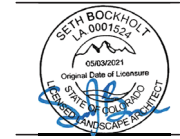
J-U-B ENGINEERS, INC.

FILE: LP-102
 PROJ #: 23-23-028
 DRAWN BY: KJS
 DESIGN BY: Seth Bockholt
 CHECKED BY: TS
 AT FULL SIZE, IF NOT ONE
 INCH SCALE ACCORDINGLY
 LAST UPDATED: 9/21/2023

PLANTING PLAN

BOCKHOLT

LANDSCAPE ARCHITECT
 392 E. Winchester St.
 SALT LAKE CITY UT, 84107
 OFFICE: 801.886.9052
 EMAIL: SETH@BOCKHOLT.LA.COM

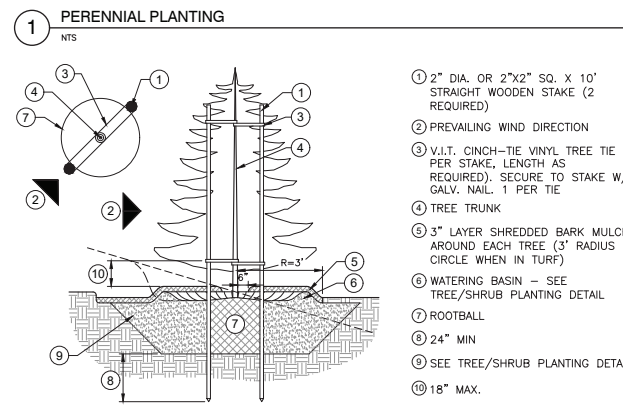
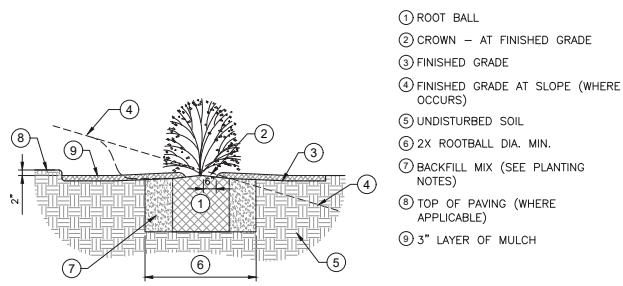


LP-102

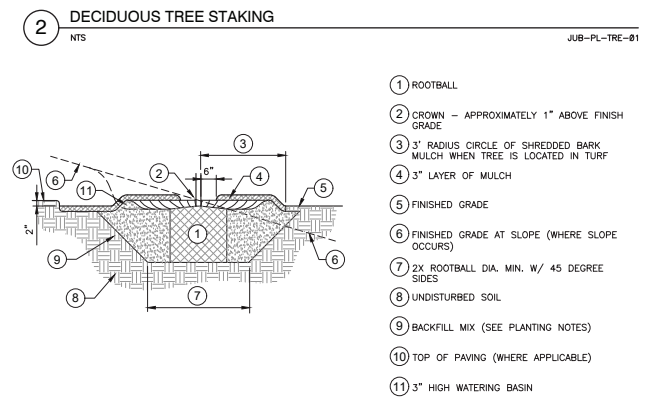
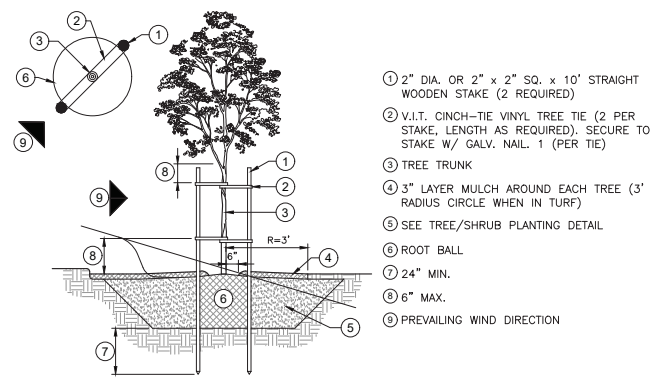
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PLANT SCHEDULE					
TREES	CODE	QTY	COMMON / BOTANICAL NAME	CONT	SIZE
	CL	4	Desert Willow Chilopsis linearis	MULTI	12' H
	GS	6	Shademaker Honey Locust Gleditsia t. 'Shademaker'	B & B	3.5"
	JM	7	Moonglow Juniper Juniperus s. 'Moonglow'	15 gal	6'-8' H
	JS	9	Skyrocket Juniper Juniperus s. 'Skyrocket'	15 gal	
	PB	3	Bristlecone Pine Pinus aristata	15 gal	4'-6' H
SHRUBS	CODE	QTY	COMMON / BOTANICAL NAME	CONT	
	CR	17	Rubber Rabbitbrush Chrysothamnus n.	5 gal	
	EV	12	Mormon Tea Ephedra viridis	5 gal	
	JB	8	Blue Chip Juniper Juniperus h. 'Blue Chip'	5 Gal	
	LH	48	Hidcote Blue English Lavender Lavandula a. 'Hidcote Blue'	5 gal	
	PA	9	Russian Sage Perovskia atriplicifolia	5 gal	
	PC	4	Little Gem Norway Spruce Picea abies 'Little Gem'	5 gal	
	PG	3	Dwarf Globe Green Spruce Picea pungens 'Globe'	5 gal	
	PP	5	Pawnee Buttes Sand Cherry Prunus besseyi 'P011S'™	5 gal	
	RV	26	Leander Rose Rosa David Austin 'Auslea'	5 gal	
	SC	25	Purple Common Sage Salvia o. 'Purpurascens'	5 gal	
VINE	CODE	QTY	COMMON / BOTANICAL NAME	CONT	
	CR2	8	Trumpet Creeper Campsis radicans	5 gal	
	PE	4	Engelmann Virginia Creeper Parthenocissus q.	5 gal	
	CL2	6	Clematis x 'Lord Neville' Purple-Blue Clematis	5 gal	
GRASSES	CODE	QTY	COMMON / BOTANICAL NAME	CONT	
	CS	8	Pampas Grass Cortaderia selloana	15 gal	
	JB2	21	Blue Arrows Juncus Juncus inflexus 'Blue Arrows'	1 gal	

LANDSCAPE LEGEND		
	DECOMPOSED GRANITE & PATHWAY	14321 SF
	2" ROAD BASE	4,200 SF
	1" RIVER ROCK	1,197 SF
	FLAGSTONE	509 SF



3 EVERGREEN TREE STAKING W/ WATERING BASIN
NOTE: STAKES SHALL BE REMOVED AFTER ONE COMPLETE GROWING SEASON.



4 TREE/SHRUB PLANTING W/ WATERING BASIN

731 IOWA AVENUE
PALISADE, CO 81628

**PALISADE
COMMUNITY CLINIC**

JUB

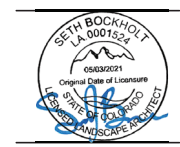
J-U-B ENGINEERS, INC.

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 DRAWN BY: JKS
 DESIGN BY: Seth Bockholt
 CHECKED BY: TB
 SCALE: ONE INCH = AT FULL SIZE IF NOT ONE INCH SCALE ACCORDINGLY
 LAST UPDATED: 9/21/2023

PLANTING DETAILS

Bockholt

LANDSCAPE ARCHITECT
 392 E. Winchester St.
 SALT LAKE CITY UT, 84107
 OFFICE: 801.886.9052
 EMAIL: SETHB@BOCKHOLT.LA.COM



LP-501



PALISADE BOARD OF TRUSTEES
Agenda Item Cover Sheet

Meeting Date: **June 13, 2023**

Presented By: **Bret Guillory, Engineer, Project Manager**
Janet Hawkinson, Project Manager

Re: **Historic Gym Reconstruction and Demolition Contract**

SUBJECT:

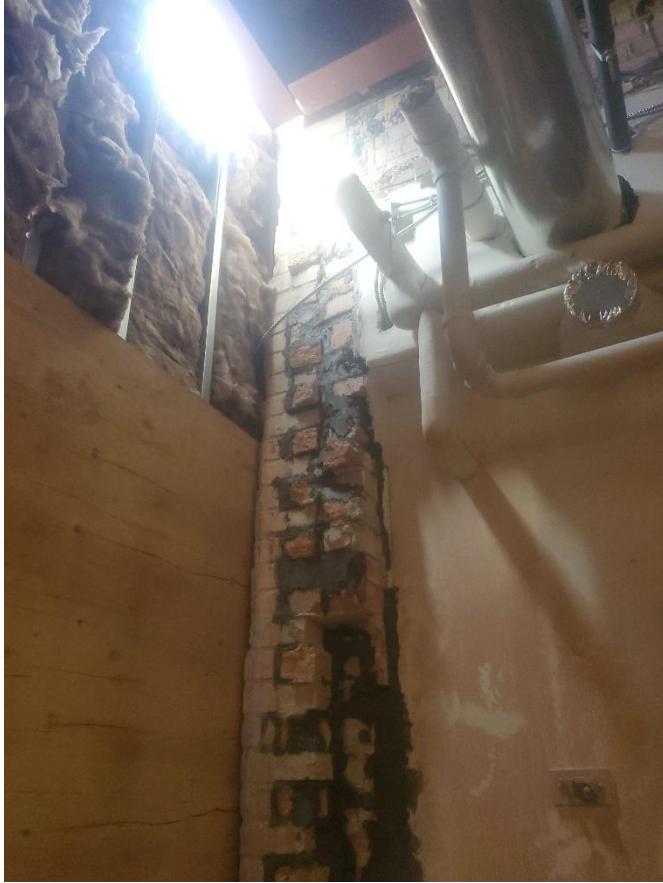
The Board of Trustees directed staff to save the beautiful historic gym and open the encased bleachers, which included 2 interior staircases. The south wall was originally an interior wall. The structural engineer has worked with the architects and contractors to ensure stability of the wall as an exterior structure. Through this process additional steel has been required by the structural engineer to be installed outside of the original bid.

Contingency costs, in the context of project management, are an amount of money that covers potential events that are not specifically accounted for in a cost estimate. The purpose is to compensate for the uncertainty inherent in cost and time estimates, as well as unpredictable risk exposure.

These extra costs are unforeseen structural problems that weren't seen until construction started. Please see attached pictures.

BOARD DIRECTION:

Approve the extra contingency expenses for structural support on the historic gym required by the structural engineer.



Various areas of unstable brick – needs to be structural.





Exterior wall with additional unstable brick needing additional stabilization.





Old Palisade HS Demolition



DARE-CASE Contracting Services LLC
 A Service-Disabled Veteran Owned Business

CHANGE ORDER
No. 07

Additional Work for Structural Instability of Existing Structure

Date: June 8, 2023

Transmitted To:
 Town of Palisade, Colorado
 Attn: Eric Nilsen
 145 East Third Street
 Palisade, CO 81526

From:
 Michael Munch - Project Manager
 Dare-Case Contracting Services, LLC
 711 South 15 Street
 Grand Junction, CO 81501

Description of COR.:

This COR includes labor and material to correct unforeseen structurally unstable conditions. See attached pictures for reference.

Scope of Work:

Sub/Vendor: 23D Services, ASCO Construction, ACES Energy

The Work: Install a new lintel in the east vestibule opening to the stair case, existing lintel does not span the entire width of the opening, vertical support columns added for structural support of lintel, additional time and materials to install stone entablature due to unstable brick additional time and materials to install metal furring to existing brick gym wall for the installation of new stucco, existing brick is structurally unsound and will not support new stucco

Notes:

CO Total: \$ 35,513.00

Affect to current completion date:

Extended Not Extended

Number of Days:	N.A.
Revised Completion Date:	N.A.

NOT VALID UNTIL SIGNED BY THE OWNER AND CONTRACTOR

(Owner)	Authorized Signature	Date
Dare-Case Contracting Services, LLC (Contractor)	Authorized Signature	Date

Original Contract Value:	\$ 1,379,160.00
This Change Order Value:	\$ 35,513.00
 New Contract Value:	 \$ 1,414,673.00

Supporting Documents:

DC COR Estimate, Subcontractor Proposals,

Old Palisade HS Demolition



DARE-CASE Contracting Services LLC
A Service-Disabled Veteran Owned Business

CHANGE ORDER
No. 07

Additional Work for Structural Instability of Existing Structure

Project No.: 2206
Address: 711 Iowa Avenue
Palisade, CO

Date: 6/8/2023
Estimator: Mike Munch
Project Duration:

CODE	Description	Quan.	Unit	Labor	Material	Vendor / Sub	Total
General Conditions							
	Builders Risk						\$ -
	Permit Fees						\$ -
	Project Manager	40	\$ 73.50				\$ 2,940.00
	Project Engineer	20	\$ 62.00				\$ 1,240.00
	Project Superintendent	73	\$ 68.00				\$ 4,964.00
	General Labor						\$ -
	Vehicle Expense						\$ -
	Q.C. & Special Inspections	1	\$2,000.00				\$ 2,000.00
Salgado Concrete							
	Credit for removal of 970 sqft of concrete flatwork	1				(5,578.00)	\$ (5,578.00)
23D Services							
	Labor and material for installation of new lintel	1	Units			5,275.00	\$ 5,275.00
							\$ -
ASCO Construction							
	Addition of new steel stud wall on west Vest against existing brick wall of bathrooms, needed for proper parapet	1				2,573.00	\$ 2,573.00
							\$ -
							\$ -
ASCO Construction							
	Additional framing for west vest for picture window to expose existing brick and create pony wall for stair railing and chase for plumbing	1				1,340.00	\$ 1,340.00
							\$ -
							\$ -
ASCO Construction							
	Additional materials for installation of stone entablature not in SOW/detils	1.00				\$4,500.00	\$4,500.00
ASCO Construction							
	Additional framing needed around existing steel roof truss, existing framing was not secured, added picture window to provide view of steel truss	1.00				\$1,960.00	\$1,960.00
ASCO Construction							
	Additional time and materials for the installation of metal furring to old brick for stucco installation	1.00	\$6,000.00			\$6,000.00	\$6,000.00
ASCO Construction							
	Addition of mineral wool insulation for fire blocking on new framing on both E and W vestibule, per fire inspector and county inspector	1.00				\$5,868.00	\$5,868.00
ASCO Construction							
	Install mineral wool and fire foam around picture window, install spray applied fire retardant spray on substrate inside picture window	1.00				\$1,150.00	\$1,150.00
DARE CASE							
	Credit for additional 3rd party inspection for error by welding subcontractor	1.00				\$411.00	-\$411.00
Totals						\$29,077.00	\$33,821.00

Direct Cost of Work	\$0.00	\$	33,821.00
Liability Insurance	0.00%	\$	-
Contractors Fee	5.00%	\$	1,691.05
Bond	0.00%	\$	-

Estimate Total: \$ 35,513.00



PALISADE BOARD OF TRUSTEES Agenda Item Cover Sheet

Meeting Date: June 13, 2023 2023

Presented By: Jim Neu, Town Attorney

Department: Administration

Re: Ordinance 2023-04 - Off-highway vehicles and Golf Carts

SUBJECT: ORDINANCE 2023-04, AN ORDINANCE AMENDING CHAPTER 8, ARTICLE I OF THE PALISADE MUNICIPAL CODE REGARDING OFF-HIGHWAY VEHICLES FOR TOWN USE ONLY AND GOLF CARTS ON LOCAL STREETS.

SUMMARY: The Town desires to utilize off-highway vehicles for law enforcement and other official purposes within the Town limits and to authorize the use of golf carts on local streets. In order to be consistent with state law and the Model Traffic Code, this ordinance amends the Palisade Municipal Code to address these uses, including specific operating standards for each.

BOARD DIRECTION: Adopt Ordinance 2023-044

**TOWN OF PALISADE, COLORADO
ORDINANCE NO. 2023-04**

**AN ORDINANCE OF THE TOWN OF PALISADE, COLORADO,
AMENDING CHAPTER 8, ARTICLE I OF THE PALISADE MUNICIPAL
CODE REGARDING OFF-HIGHWAY VEHICLES FOR TOWN USE
ONLY AND GOLF CARTS ON LOCAL STREETS.**

WHEREAS, the Town of Palisade (“Palisade” or the “Town”) is a Colorado municipality organized pursuant to Title 31 of the Colorado Revised Statutes and with the authority set forth therein; and

WHEREAS, Article I of Chapter 8 of the Palisade Municipal Code (the “Code”) adopted the Model Traffic Code, 2020 Edition; and

WHEREAS, Section 8-4 includes additions and modifications to the Model Traffic Code, including a prohibition on off-highway vehicle operation and golf carts; and

WHEREAS, pursuant to 109.2(1)(f) of Section 8-4, off-highway vehicle operation may be permitted when the Town has authorized by ordinance or resolution the establishment of off-highway vehicle routes to permit the operation of off-highway vehicles on Town streets, but no street which is part of the State highway system may be so designated; and

WHEREAS, the Town desires to utilize off-highway vehicles for law enforcement and other Town official purposes within the Town limits and to authorize the use of golf carts on local streets pursuant to C.R.S. §42-4-111(1)(bb); and

WHEREAS, the Board of Trustees finds and determines that it is in the interest of the Town to update and amend the Code for use of off-highway vehicles on Town streets as set forth herein.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF PALISADE, COLORADO THAT:

Section 1. The foregoing recitals are incorporated herein as if set forth in full.

Section 2. Article I of Chapter 8 of the Palisade Municipal Code is hereby amended by enacting the following sections to Article I as follows:

Sec. 8-11. Off-Highway Vehicles – Applicability Only for Town Purposes.

Off-highway vehicles shall be allowed on local streets within the Town of Palisade for Town law enforcement and Town official purposes only and not for the general public, subject to the restrictions provided herein. The provisions of the Model Traffic Code, as amended within the Palisade Municipal Code, concerning reckless driving, careless driving,

cluding a police officer, accidents and accident reports, and impaired driving shall apply throughout the Town.

Sec. 8-12. Off-Highway Vehicles – Designated Routes.

Off-highway vehicles may be operated on all local streets within the Town of Palisade by Town law enforcement and Town official purposes, consistent with the following:

1. Off-highway vehicles may not be operated on US Highway 6 (aka G Road, Front Street, Eighth Street), as outlined in C.R.S. § 33-14.5-108(f).
2. Crossing of US Highway 6 (aka G Road, Front Street, Eighth Street), including the adjacent frontage roads, shall only be permitted in accordance with C.R.S. § 33-14.5-108.05.

Sec. 8-13. Off-Highway Vehicles – Restrictions.

Any person operating an off-highway vehicle in the incorporated areas of the Town of Palisade shall comply with all rules and regulations applicable to such vehicles adopted by the state of Colorado and/or the Federal Government, including, but not limited to, Article 14.5 of Title 33, C.R.S., and the following:

1. Any person operating an off-highway vehicle within the Town of Palisade must be at least sixteen (16) years of age and have in their possession a valid current driver’s license issued by the state of Colorado, or by any other state, that is appropriate for the style of vehicle being operated.
2. When operated on any local street or county road within the Town, off-highway vehicles shall be considered to be “motor vehicles” as defined in the Colorado Motor Vehicle Financial Responsibility Law, Article 7 of Title 42, C.R.S., and shall be required to maintain, and produce upon request by any law enforcement officer, liability insurance equal to at least the minimum amount required by law.

3. Off-highway vehicles operated within the Town shall be equipped with:

- a. A muffler in constant operation and properly maintained;
- b. A spark arrestor in good working order which has been approved by the U.S. Forest Service as evidenced by a bona fide permanent marking of “qualified” or “approved” on the spark arrestor;
- c. A braking system that may be operated by hand or foot, capable of producing deceleration of fourteen (14) feet per second on level ground at a speed of twenty (20) miles per hour;
- d. At least one (1) lighted head lamp and one (1) lighted tail lamp, each having the minimum candlepower prescribed by regulation of the Division of Parks and Wildlife while being operated between the hours of sunset and sunrise;
- e. At least one (1) rear-view mirror; and
- f. At least one (1) functioning brake light.

4. Operators of off-highway vehicles within the Town shall use proper hand signals to warn other drivers of their intentions such as to turn or stop.

5. It shall be unlawful to operate an off-highway vehicle within the Town in any of the following manners:

1. In excess of twenty-five (25) miles per hour or the posted speed limit, whichever is less;
2. On any portion of any street except the far right portion of the street, or as designated by signage or roadway striping;
3. To drive together in any pattern except single file;
4. Upon any state highway under the jurisdiction of the Colorado Department of Transportation;
5. Notwithstanding any other portion of this section, off-highway vehicles may be driven in the left portion of the street when preparing for a left turn;

6. To tow objects or people behind such vehicle;
7. To carry more people than such vehicle is designed to carry;
8. To operate such vehicle on sidewalks within the Town.

Sec. 8-14. Off-Highway Vehicles – Special Events.

For the purposes of a prearranged organized special event and upon a showing that safety will be reasonably maintained, the Town Manager may grant a special permit exempting the operation of an off-highway vehicle from any requirement of this chapter.

Sec. 8-15. Golf Cars.

Pursuant to C.R.S. §42-4-111(1)(bb), the Town authorizes the use of golf cars, also known as golf carts, on any local street within the Town consistent and in compliance with Title 42, C.R.S.; provided, however, it does not authorize:

1. An unlicensed driver of a golf car to carry a passenger who is under twenty-one years of age;
2. Operation of a golf car by a person under sixteen years of age; or
3. Operation of a golf car on a state highway; except a golf car directly across a state highway at an at-grade crossing to continue traveling along a roadway that is not a state highway.

INTRODUCED, READ, PASSED, APPROVED AND ORDERED PUBLISHED BY TITLE, at the regular meeting of the Board of Trustees of the Town of Palisade, Colorado held on June 13, 2023.

TOWN OF PALISADE, COLORADO

By: _____
Greg Mikolai, Mayor

ATTEST:

Keli Frasier, Town Clerk



PALISADE BOARD OF TRUSTEES Agenda Item Cover Sheet

Meeting Date: June 13, 2023
Presented By: Brian Rusche, Community Development Director
Department: Community Development
Re: Planning Commission Appointment

SUBJECT: Planning Commission Appointments

SUMMARY: The Palisade Planning Commission currently has one (1) vacancy due to a resignation. The term expires in February 2025.

Palisade Municipal Code Section 2-203 states:

“The Board of Trustees shall appoint a Planning Commission which shall consist of seven (7) at-large members who shall be residents of the Town. The term for each appointed member shall be four (4) years or until his or her successor takes office. Planning Commission terms shall end and seats shall be filled at the first Board of Trustees meeting in February on odd-numbered years. No Planning Commission member shall serve more than two (2) consecutive terms in office.”

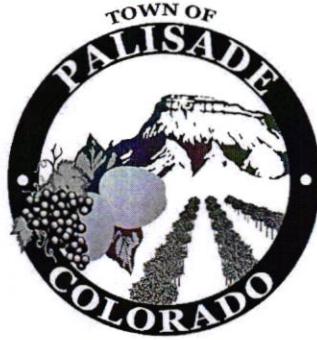
The person appointed will complete a term that runs until February 2025, consistent with the above section of the Code.

Three (3) individuals have submitted applications (attached). These individuals [in alphabetical order] are:

- **Johnson, Tracy**
- **Matchett, Sarah**
- **Pinder, LisaMarie**

BOARD DIRECTION:

The Board of Trustees will interview three (3) candidates for one (1) open seat on the Palisade Planning Commission. A silent priority vote will occur after the interviews to fill the position, with the individual receiving the highest votes serving the term ending in February 2025. A roll-call vote will appoint the commissioner to the open seat.



Application for Voluntary Service for the Town of Palisade

Thank you for your interest and willingness to apply your skills, dedication, and creativity to make the Town of Palisade an ever better place. Citizens such as yourself are truly the cornerstone of our community. Please take a moment to complete this application form and read the specific requirements of the position for which you are applying. Many of the volunteer positions for the Town require monthly and even bi-monthly meetings, training sessions, and occasional travel. Due to the importance of regular participation, only those applicants who are reasonably certain of their ability to participate regularly should apply.

Thank you again for your willingness to serve!

Name	
Mailing Address	743 Nectare street Palisade Co 81526
Physical Address	743 Nectare street Palisade Co 81526
Email Address	Tracy Johnson0309@gmail.com
Phone number	970-240-0083
Alternate phone number	970 822-4888

What position are you applying for? Planning Commission

Please describe you qualifications for this position. (Feel free to attach an additional sheet if necessary or preferred.)

Organization and time management skill
Public Relation, Managing a budget, open minded
excellent attention to detail, Strong leadership skills
work well with others, multi task

Please describe your personal interest in this position. (Feel free to attach an additional sheet if necessary or preferred.) to have voice for the town we live in. to preserve the value but to have growth in our beautiful town.

Do you have any conflicts that might preclude the regular participation required for this position? (Feel free to attach an additional sheet if necessary or preferred.) NO-

Please consider the various requirements for volunteer boards and commissions, as listed below. Any questions or concerns should be addressed to the Town Clerk P.O. Box 128, Palisade, CO 81526, or by phone at 464-5602.

Planning Commission

The Planning Commission meets on the first and third Tuesday of each month at 6:00 p.m. To be eligible for the Planning Commission you must be at least 18 years of age and live within the Town of Palisade. The Planning Commission makes recommendations to the town Board of Trustees in matters regarding land use and land development within the municipal boundaries of the Town of Palisade.

Tourism Advisory Board

The Tourism Advisory Board helps develop and implement marketing strategies for the Town of Palisade. You must be a resident of the Town of Palisade to be eligible.

Knowledge and experience in tourism, promotions, marketing, advertising, or special event planning and operation are desirable. The Tourism Advisory Board meets the second Tuesday of every other month. Exact meeting times and dates are determined when the Board is assembled.



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Thank you again for your willingness to serve!

Name	Sarah Matchett
Mailing Address	PO Box 175
Physical Address	350 W. 5th St
Email Address	Matchett.Sarah@gmail.com
Phone number	919-816-6835
Alternate phone number	

What position are you applying for? Planning Commission

Please describe your qualifications for this position. (*Feel free to attach an additional sheet if necessary or preferred.*) See Attached

Please describe your personal interest in this position. (*Feel free to attach an additional sheet if necessary or preferred.*) See Attached

Do you have any conflicts that might preclude the regular participation required for this position? (*Feel free to attach an additional sheet if necessary or preferred.*) _____

None, I work primarily from home and can schedule any personal travel around meetings.

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See Attached

Statement of Interest for Serving on Planning Board

I would like to express my sincere interest in serving on the Planning Board for Palisade. As a Grand Valley native, I am passionate about contributing to the growth and development of our town to ensure it's long-term prosperity and preserve it's unique character.

I grew up on the corner of my Grandfather's cattle ranch in Grand Junction on 29 Road and Patterson. Throughout my childhood, I saw the farm shrink and watched housing developments spring up along the edges. Later, when it was time to sell the remaining land (now Matchett Park) we had to confront the competing interests of the town's desire for growth, my grandfather's desire to retire with dignity, and the community's desire to preserve open space. This experience highlighted the complexities of land development.

More recently, I was actively involved in the campaign for the Grand Junction Community Recreation Center. The success of this campaign was the direct result of the the vision of my father, and grandfather who were committed to providing access and opportunities to future generations.

In my career as a professional cycling coach, and health educator I have developed strong communication and listening skills. I often have to make hard choices navigating the desires of individual athletes, sponsors, and the success of the team. I feel very comfortable engaging with the public, presenting ideas, and accepting differences of opinion.

I have a basic understanding of urban planning principles, zoning regulations, environmental impact assessments, and community development, and I am working to familiarize myself with local land use regulations and zoning laws.

When I left Colorado in 1988 I was convinced I would return in four years after completing my education. It took a bit longer but it has always my intention to come back to the Western Slope and continue my family's committment to community development and engagement. When my wife and I were searching for our Colorado home, we spent 6 months renting in serveral West Slope towns, and ultimately purchased our home here on 5th Street. We were attracted by the walkablity, the historic nature of the downtown, and the organic neighborhood development. In our three year's here, I have closely followed the town's planning initiatives and I am encouraged by the current focus on thoughtful urban development. I believe my background and skills align well with the responsibilities of a Planning Commisioner and I would enjoy make a meaningful contribution to our town's future.

Thanks for you consideration,

Sarah M Matchett

Sarah M. Matchett

Coach, Administrator, Problem Solver

EMAIL

sarah@beteracoaching.com

MOBILE

919-816-6835

WEB

www.beteracoaching.com

LINKEDIN

/sarah-matchett-betera/

EXPERIENCE

OWNER, BETERA COACHING

2013-Present

- Started company in 2013 from the ground up establishing a client base of 150 Endurance athletes
- Averaged 5% growth in net revenue year over year
- Managed all financials including bookkeeping, budgeting, and strategic planning

MANAGER, COOL BREEZE COACHING

Cool Breeze Cyclery & Trek Bicycle Store of Charlotte

2009-2013

- Promoted coaching and training services through website development, blogging and social media.
- Managed race schedule, training program, and camps for 25 member cycling team
- Increase coaching revenue year over year by attracting new clients and creating new offerings.
- Generated 20% of in store sales through coached client purchasing.

TEAM MANAGEMENT, COACH, SALES REPRESENTATIVE

Cool Breeze Cyclery & Trek Bicycle Store of Charlotte

2007-2009

- Created and Managed the Cool Breeze Race Team including budgeting, reporting, and purchasing.
- Creating Indoor Cycle Training Offerings and Coached 6 small group training sessions/week
- Provided sale assistance and promoted the Trek Brand
- Led regular group rides for Race Team and bike shop customers.

RECEPTIONIST, SOFTWARE ADMINISTRATOR

Davidson Parks and Recreation 2006-2007

- Managed Athletic Facility Calendar
- Oversaw implementation of online registration software system for Athletic and Summer Camp programs
- Provided staff training for use of registration software.

SKILLS

Outdoor Recreation

Event Management

Program Planning

Coaching

Bike Guiding

Problem Solving

EDUCATION

Middlebury College

BA English Literature

Cum Laude

CERTIFICATION

USA Cycling

Level 1, Expert Coach

Training Peaks

Level 1 Certified Coach



Application for Voluntary Service for the Town of Palisade

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Thank you again for your willingness to serve!

Name	LisaMarie Pinder
Mailing Address	PO Box 402, Palisade, CO 81526
Physical Address	411 W 4th Street, Palisade, CO 81526
Email Address	lisamariepinder@gmail.com
Phone number	512-296-9414
Alternate phone number	

What position are you applying for? Planning Commission

Please describe your qualifications for this position. (*Feel free to attach an additional sheet if necessary or preferred.*) see attached.

Please describe your personal interest in this position. (*Feel free to attach an additional sheet if necessary or preferred.*) see attached.

Do you have any conflicts that might preclude the regular participation required for this position? (*Feel free to attach an additional sheet if necessary or preferred.*) _____

I do not. I am out of town June 1st-6th, 2023.

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LisaMarie Pinder
411 W 4th Street
Palisade, CO 81526
Lisamariepinder@gmail.com
512-296-9414

Brian Rusche
Community Development Director
Town of Palisade, CO 81526
brusche@townofpalisade.org

May 17, 2023

Subject: Application for Volunteer Position on the Planning Commission

Dear Mr. Rusche,

I am writing to express my sincere interest in the volunteer position on the Planning Commission for the Town of Palisade. Having closely followed the work of your organization and its commitment to promoting sustainable development and community well-being, I am eager to contribute my skills and knowledge to support your efforts.

With a strong background in Hospitality, Events, Cannabis Retail, Permitting, and Commercial Real Estate, I believe I possess the qualifications and passion necessary to excel in this role. I have an understanding of urban planning principles and their practical application, gained through my 23 years' experience in the acquisition, construction, permitting, and opening of restaurants, bars, live music venues and off-the-grid housing developments. I am a highly motivated individual with a genuine commitment to community development. I have actively participated in several non-profit and community associations, enabling me to engage with diverse stakeholders and understand their unique perspectives. I am an excellent communicator, capable of conveying complex information in a clear and concise manner to individuals from various backgrounds.

My personal interest in this position comes from the love of my hometown. I was raised here in Palisade and went to PHS, graduating in 1997. At 19, I ran away to the big city of Austin, TX where I lived for 23 years. In 2020, I returned home to care for my mom who has Alzheimer's Disease. The positive changes that I have seen Palisade grow into over the last 20 years, solidified my decision to return home permanently.

If granted the opportunity to serve on the Planning Commission, I am confident that I can contribute significantly to the formulation of effective policies and strategies that align with the community's needs and aspirations. I am eager to actively participate in the commission's meetings, collaborate with fellow members, and provide meaningful input during discussions and decision-making processes.

Thank you for considering my application for the volunteer position on the Planning Commission. Please feel free to contact me at your convenience to arrange an interview or to request any additional information.

Sincerely,

LisaMarie Pinder