

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

This is an agreement effective as of the date of last signature below between Water's Edge Aquatic Design, LLC ("ENGINEER") and the City of Norman, Oklahoma ("OWNER").

The OWNER intends to plan, design, and construct a new outdoor aquatic center, including site work and appurtenances ("PROJECT").

OWNER is authorized and empowered to contract with ENGINEER for the purpose of furnishing Engineering Services in connection with the PROJECT, and necessary funds for payment of said services are available.

OWNER and ENGINEER in consideration of their mutual understanding as set forth herein agree to the following scope of work, methods of delivery, fee basis, general conditions, and related issues ("Agreement"). This Agreement includes the following attached Appendices:

- Appendix A - Terms and Conditions
- Appendix B - ENGINEER's Services
- Appendix C - OWNER's Responsibilities
- Appendix D - Insurance
- Appendix E - Billing Rates

Terms and conditions of this Agreement are described in Appendix A. ENGINEER agrees to perform engineering design services in accordance with the Scope of Services described in Appendix B. OWNER's Responsibilities are described in Appendix C. Insurance information is listed in Appendix D.

The OWNER hereby agrees to give the ENGINEER all its planning and design criteria, OWNER design and construction standards, and full information as to the OWNER's requirements for the PROJECT.

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This Agreement represents the entire and integrated agreement between the ENGINEER and the OWNER, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the ENGINEER and the OWNER. In Witness whereof, the parties hereto have executed this Agreement, the Effective Date of which is indicated by the date of the last signature below.

WATER'S EDGE AQUATIC DESIGN, LLC

Dave Schwartz
Signed by: Dave Schwartz
Title: Owner

CITY OF NORMAN

Approved as to form and legality this _____ day of _____, 20__.

City Attorney

Approved by the City of Norman this _____ day of _____,
20__.

ATTEST:

City Clerk

Mayor

APPENDIX A - TERMS AND CONDITIONS

SERVICES OF ENGINEER

1.01 Scope

- A. ENGINEER will provide programming, concept planning, preliminary design, final design, bidding, construction administration, and post construction services for the PROJECT.
- B. ENGINEER will serve as OWNER's professional engineering representative in those phases of the PROJECT to which this Agreement applies and will give consultation and advice to OWNER during the performance of its services.
- C. ENGINEER will provide the Basic Services outlined and described in this Agreement.
- D. ENGINEER will provide Additional Services only following authorization by the OWNER.

OWNER'S RESPONSIBILITIES

2.01 Scope

- A. OWNER shall have the responsibilities set forth in this Agreement.

TIMES FOR PROVIDING SERVICES

3.01 General

- A. The Parties agree that time is of the essence and the goal for completion of the PROJECT is Summer of 2017.
- B. If OWNER requests changes in scope, extent, or character of the PROJECT, the time of performance and compensation for ENGINEER's services shall be adjusted equitably.
- C. OWNER understands that ENGINEER cannot guarantee a construction completion date because construction activities are the Contractor's responsibility.
- D. The ENGINEER will perform these services with reasonable diligence and expediency consistent with sound professional practices.
- E. Engineer agrees to make every possible effort to meet the following anticipated completion dates of the owner:
 - 1. 30% field review (scoping)- March 25, 2016
 - 2. 60% plan-in-hand – April 22, 2016
 - 3. 90% plan-in-hand – May 20, 2016
 - 4. Final Plans – June 17, 2016
 - 5. State Health Department review/approval – July 29, 2016
 - 6. Construction bid opening – August 25, 2016

3.02 Suspension of Time for Providing Services

- A. The OWNER agrees that the ENGINEER is not responsible for damages arising directly or indirectly from any delays for causes beyond the ENGINEER's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or

other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; failure of any government agency to act in a timely manner; failure of performance by the OWNER or the OWNER's contractors or consultants; or discovery of any hazardous substances or differing site conditions. In addition, if the delays resulting from any such causes increase the cost or time required by the ENGINEER to perform its services in an orderly and efficient manner, the ENGINEER shall be entitled to a reasonable adjustment in schedule and compensation.

- B. The ENGINEER agrees that the OWNER is not responsible for damages arising directly or indirectly from any delays for causes beyond the OWNER's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; failure of any government agency to act in a timely manner; failure of performances by the ENGINEER or the ENGINEER's consultants; or discovery of any hazardous substances or differing site conditions.

PAYMENT TO ENGINEER

4.01 Compensation

- A. General: In addition to other requirements of this Agreement, compensation is based on the following:
1. A traditional design-bid-build delivery process with the ENGINEER providing design and bid services and limited construction oversight as provided herein.
 2. Fees for special consultants (e.g. geotechnical consultant, testing agencies, etc...) are not included. These consultants are generally contracted independently from the ENGINEERING SERVICES AGREEMENT. If special consultants are required within this agreement, fees for such services will be negotiated at the time based on the required scope of work.
 3. ENGINEER will furnish a digital copy plus four paper sets of the plans and specifications to the OWNER. Additional sets required for permitting, OWNER's review, bidding, or for construction will be furnished at the cost of reproduction and paid for by others (e.g. OWNER, Bidders, or Contractor).
 4. Number of Visits. Up to five site visits for meetings during the concept phase are included. Up to 24 visits by ENGINEER are included in the Basic Services. Additional visits will be based on staff time and travel expenses.
- B. The OWNER agrees to compensate the ENGINEER an amount not to exceed \$840,000.00 for the consulting services provided under this Agreement based on the following:
- Percentages of Construction Costs:
- Phase I - Concept Planning - 0.5%
 - Phase II - Preliminary Design - 1.5%
 - Phase III - Final Design - 2.5%
 - Phase IV - Bidding or Negotiating - 0.3%
 - Phase V - Construction Administration - 3.0%
 - Phase VI - Post-Construction Services - 0.2%
- C. Expenses: Direct travel expenses will be billed separately in accordance with the rates shown in Appendix E. Bulk printing (i.e. bid/ construction documents) will be printed through third parties and invoiced at its direct costs to interested suppliers and

contractors. Reimbursable travel expenses shall not exceed \$20,000 without prior approval by the OWNER.

- D. Prior to bidding, invoices will be based on the appropriate phase percentage multiplied by the ENGINEER's most recent opinion of construction cost including all additive alternates.
- E. Following bidding, total compensation for Phases I, II, and III will be adjusted to equal the sum of the percentages for these phases multiplied by the selected bidder's base bid plus additive alternate bid amounts.
- F. Compensation for Phase IV, V, and VI will be based on fee percentage for these phases multiplied by the sum of the following values:
 - 1. The value of the selected bidder's base bid plus selected additive alternates.
 - 2. All additive changes that occur following bidding.
- G. Compensation for additional or redesign services requested by OWNER during the Construction Phase will be based on Appendix B, Section 2 - Additional Services, unless agreed to otherwise.
- H. The OWNER agrees to compensate the ENGINEER for any OWNER requested Enhanced Services based on the following lump sums:
 - Additional public meetings \$1,500 each (time and expenses)
 - Additional site visits during construction beyond two visits per month on average -

based on staff time, hourly billing rates and travel expenses

Promotional support, graphics, and exhibits - No charge

Mounting and laminating concept drawings \$100 each

Packing and shipping the mounted drawings \$40 per box

3D rendering with 6 images for \$2,500

4.02 Other Payment Provisions

- A. Invoices will be prepared using ENGINEER's standard practices and shall clearly identify the level of progress claimed. B. Payment Due: Invoices shall be submitted by the ENGINEER monthly in proportion to services provided. The OWNER will review the invoice for payment. Should the OWNER question or request additional documentation or disapprove of all or a portion of any invoice, the ENGINEER will be notified within seven (7) days of receipt of the invoice so that it may provide additional documentation sufficient to demonstrate the invoice should be paid, in whole or in part; provided, however, no invoices shall be paid the aggregate of which are in excess of the "not to exceed" amounts or limitations established herein, except as may be modified by written agreement between the OWNER and the ENGINEER. Invoices shall be paid within forty-five days of receipt if the OWNER does not question or request additional documentation or disapprove of all or any portion of such invoice. Any invoices requiring additional documentation shall be paid within thirty (30) days of receipt of sufficient documentation demonstrating the invoice should be paid.
- C. Interest: If payment in full is not received by the ENGINEER in accordance with Section 4.02(B) herein, invoices shall bear interest at one-and-one-half (1.5) percent (or the maximum rate allowable by law, whichever is less) of the PAST DUE amount per month, which shall be calculated from the invoice due date. Payment thereafter shall first be applied to accrued interest and then to the unpaid principle.

- D. Suspension of Services: If the OWNER fails to make payments when due or otherwise is in breach of this Agreement, the ENGINEER may suspend performance of services upon seven (7) calendar days' notice to the OWNER. The ENGINEER shall have no liability whatsoever to the OWNER for any costs or damages as a result of such suspension caused by any breach of this Agreement by the OWNER. Upon payment in full by the OWNER, the ENGINEER shall resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for the ENGINEER to resume performance. In the event of any termination of this Agreement, ENGINEER will be entitled to invoice the OWNER and will be paid for all services performed or furnished and all reimbursable expenses incurred through the effective date of termination..
- E. Payments to the ENGINEER shall not be withheld, postponed or made contingent on the construction, completion or success of the Project or upon receipt by the OWNER of offsetting reimbursement or credit from other parties who may have caused Additional Services or expenses. No withholdings, deductions or offsets shall be made from the ENGINEER's compensation for any reason unless the ENGINEER has been found to be legally liable for such amounts.
- F. In the event of any termination of this Agreement, ENGINEER will be entitled to invoice the OWNER and will be paid for all services performed or furnished and all reimbursable expenses incurred through the effective date of termination.
- G. In the event legal action is necessary to enforce the payment terms of this Agreement, the ENGINEER shall be entitled to collect from the OWNER any judgement or settlement sums due plus reasonable attorneys fees, court costs, and other expenses incurred by the ENGINEER for such collection action and, in addition, the reasonable value of the ENGINEER's time and expenses spent for such collection action, computed according to the ENGINEER's prevailing fee schedule and expense policies.

OPINIONS

5.01 Opinions of Probable Construction Cost

- A. ENGINEER's opinions of probable construction costs for the PROJECT will be made on the basis of ENGINEER's professional judgment and experience.
- B. In preparing estimates of the probable construction costs, the ENGINEER shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the scope of the PROJECT; and to include in the Contract Documents alternate bids as may be necessary to adjust to the estimate Probable Construction Cost to meet the OWNER's budget for the PROJECT.
- B. The Parties recognize that neither the OWNER nor the ENGINEER has control over the cost or availability of labor, materials, equipment, or services provided by others, or over Contractor's methods of determining bid prices, or over market conditions.
- C. ENGINEER makes no warranty, express or implied, that bids, the negotiated cost of the PROJECT or actual construction costs will not vary from opinions of probable construction cost prepared by ENGINEER.

5.02 Opinions of Facility Operating Expenses and Revenue Projections

- A. ENGINEER's opinions of facility operating expenses and revenue projections for the PROJECT will be made on the basis of ENGINEER's professional judgment, experience, and historical data obtained from other similar facilities.
- B. The OWNER understands that the ENGINEER has no control over the cost or availability of labor, utilities, supplies, materials, equipment, or services provided by others, or over market conditions.
- C. ENGINEER makes no warranty, express or implied, that actual operating expenses or projected revenues will not vary from opinions of facility operating expenses and revenue projections prepared by ENGINEER.

GENERAL CONSIDERATIONS

6.01 Performance Standards

- A. 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 normally furnished by members of the ENGINEER's profession practicing under similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.
- B. ENGINEER and OWNER shall comply with applicable laws and regulations that are in effect as of the date of this Agreement and OWNER-mandated standards. Changes to these requirements after the effective date of this Agreement may be the basis for modifications to the OWNER's responsibilities or to ENGINEER's scope of services, compensation, or times of performance.
- C. The ENGINEER shall not be required to execute any documents subsequent to the signing of this Agreement that in any way might, in the sole judgment of the ENGINEER, increase the ENGINEER's risk or the availability or cost of its professional or general liability insurance. This provision shall not be interpreted in a way that absolves the ENGINEER of its duty to sign off on any documents related to permits, licensing or other authorizations from government agencies that are necessary for the successful completion and operation of the PROJECT.
- D. As used herein, the word certify shall mean an expression of the ENGINEER's professional opinion to the best of its information, knowledge and belief, and does not constitute a warranty or guarantee by the ENGINEER.

6.02 Project Representatives

- A. At the start of the PROJECT, ENGINEER, OWNER and Project Manager shall designate specific individuals to act as Project Representatives with respect to the services to be performed or furnished by the ENGINEER and responsibilities of OWNER under this Agreement. Such individuals shall have the authority to transmit instructions, receive information, and render decisions relative to the PROJECT, on behalf of each respective party.

6.03 Ownership of Documents

- A. The OWNER acknowledges the ENGINEER's construction documents, including electronic files, as the work papers of the ENGINEER and the ENGINEER's instruments of professional service. Nevertheless, the final construction documents

prepared under this Agreement shall become the property of the OWNER upon completion of the services and payment in full of all monies due to the ENGINEER. After the completion of this project, the OWNER shall have the right to use the final construction documents to add additional features onto the project or make modifications to the construction documents, provided the parties agree that the ENGINEER is not responsible in any way for such modification or addition and its compatibility with this Project. The OWNER shall not reuse or make any modification to the construction documents without the prior written authorization of the ENGINEER. The OWNER agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the ENGINEER, its officers, directors, employees and subconsultants (collectively, ENGINEER) against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from or allegedly arising from or in any way connected with the unauthorized reuse or modification of the construction documents by the OWNER or any person or entity that acquires or obtains the construction documents from or through the OWNER without the written authorization of the ENGINEER.

Under no circumstances shall the transfer of ownership of the ENGINEER's drawings, specifications, electronic files or other instruments of service be deemed a sale by the ENGINEER, and the ENGINEER makes no warranties, either express or implied, of merchantability and fitness for any particular purpose, nor shall such transfer be construed or regarded as any waiver or other relinquishment of the ENGINEER's copyrights in any of the foregoing, full ownership of which shall remain with the ENGINEER, absent the ENGINEER's express prior written consent.

- B. If the ENGINEER for any reason is not allowed to complete all the services called for by this Agreement, the ENGINEER shall not be held responsible for the accuracy, completeness, or constructability of any portion of the construction documents prepared by the ENGINEER if such portion is changed, added to, or completed by the OWNER or by another party. Accordingly, the OWNER agrees, to the fullest extent permitted by law, to indemnify and hold harmless the ENGINEER, its officers, directors, employees, and subconsultants (collectively, ENGINEER) from any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising or allegedly arising from such change or completion by any other party of any construction documents prepared by ENGINEER.

6.04 Insurance

- A. ENGINEER will procure and maintain insurance as set forth in Appendix D.
- B. OWNER shall require Contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause ENGINEER to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the PROJECT.
- C. All policies of property insurance shall contain provisions to the effect that ENGINEER's interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder.

6.05 Termination

- A. In the event of termination of this Agreement by either party, the OWNER shall, within fifteen (15) calendar days of termination, pay the ENGINEER for all services rendered and all reimbursable costs incurred by the ENGINEER up to the date of termination, in accordance with the payment provisions of this Agreement.
- B. The OWNER may terminate this Agreement for the OWNER's convenience and without cause upon giving the ENGINEER not less than seven (7) calendar days written notice.
- C. Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days written notice for any of the following reasons.
 - 1. Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party.
 - 2. Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party.
 - 3. Suspension of the Project or the ENGINEER's services by the OWNER for more than ninety (90) calendar days, consecutive or in the aggregate.
 - 4. Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.
- D. In the event of any termination that is not the fault of the ENGINEER, the OWNER shall pay the ENGINEER, in addition to payment for services rendered and reimbursable costs incurred, for all expenses incurred by the ENGINEER up to the time of termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs and all other expenses directly resulting from the termination.

6.06 Successors, Assigns, and Beneficiaries

- A. OWNER and ENGINEER each is hereby bound to the 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, monies that are due or may become due) in this Agreement without the written consent of the other, except to the extent mandated or restricted by law.

6.07 Third-Party Beneficiaries

- A. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the OWNER or the ENGINEER. The ENGINEER's services under this Agreement are being performed solely for the OWNER's benefit, and no other party or entity shall have any claim against the ENGINEER because of this Agreement or the performance or nonperformance of services hereunder. The OWNER and ENGINEER agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.

6.08 Fiduciary Responsibility

- A. OWNER confirms that neither the ENGINEER nor any of the ENGINEER's subconsultants or subcontractors has offered any fiduciary service to the OWNER and

no fiduciary responsibility shall be owed to the OWNER by the ENGINEER or any of the ENGINEER's subconsultants or subcontractors, as a consequence of the ENGINEER's entering into this Agreement with the OWNER.

6.09 Jobsite Safety

- A. Neither the professional activities of the ENGINEER, nor the presence of the ENGINEER or its employees and subconsultants at a construction/project site, shall impose any duty on the ENGINEER, nor relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the Contract Documents and any health or safety precautions required by any regulatory agencies. The ENGINEER and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The OWNER agrees that the General Contractor shall be solely responsible for jobsite and worker safety and warrants that this intent shall be carried out in the OWNER's contract with the General Contractor. The OWNER also agrees that the General Contractor shall defend and indemnify the OWNER, the ENGINEER and the ENGINEER's subconsultants. The OWNER also agrees that the OWNER, the ENGINEER and the ENGINEER's subconsultants shall be made additional insureds under the General Contractor's policies of general liability insurance.

6.10 Controlling Law

- A. This Agreement is to be governed by the law of the State of Oklahoma.

6.11 Dispute Resolution

- A. OWNER and ENGINEER agree to negotiate all disputes between them in good faith for a period of thirty (30) days from the date of notice prior to other provisions of this Agreement, or under law.
- B. OWNER and ENGINEER agree to use mediation for dispute resolution if the previously described negotiation process is not successful.
- C. In the event of any litigation arising from or related to this Agreement or the services provided under this Agreement, each party shall pay their own legal expenses, including staff time, court costs, attorney's fees and all other related expenses in such litigation.

6.12 Hazardous Environmental Conditions

- A. OWNER represents to ENGINEER that to the best of its knowledge a hazardous environmental condition does not exist at or near the PROJECT Site.
- B. Both parties acknowledge that the ENGINEER's scope of services does not include any services related to the presence or removal of any hazardous or toxic materials.

6.13 Allocation of Risks

- A. The ENGINEER agrees, to the fullest extent permitted by law, to indemnify and hold harmless the OWNER, its officers, directors and employees (collectively, OWNER) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the ENGINEER's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom the ENGINEER is legally liable.

- B. The OWNER agrees, to the fullest extent permitted by law, to indemnify and hold harmless the ENGINEER, its officers, directors, employees and subconsultants (collectively, ENGINEER) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the OWNER's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the OWNER is legally liable.
- C. Neither the OWNER nor the ENGINEER shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of others.
- D. In recognition of the relative risks and benefits of the PROJECT to both the OWNER and the ENGINEER, the risks have been allocated such that the OWNER agrees, to the fullest extent permitted by law, to limit the liability of the ENGINEER to the OWNER for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the ENGINEER to the OWNER shall not exceed the ENGINEER's total fees for services rendered on this PROJECT. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.
- E. It is intended by the parties to this Agreement that the ENGINEER's services in connection with the PROJECT shall not subject the ENGINEER's individual employees, officers, members or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the OWNER agrees that as the OWNER's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the ENGINEER, a Kansas limited liability company, and not against any of the ENGINEER's individual employees, officers, members or directors unless such employees, officers, members or directors are found to have acted outside the scope of their employment with the ENGINEER.

6.14 Consequential Damages

- A. Notwithstanding any other provision of the Agreement, neither party shall be liable to the other for any consequential damages incurred due to the fault of the other party, regardless of the nature of this fault or whether it was committed by the OWNER or the ENGINEER, their employees, agents, subconsultants or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.

6.15 Survival

- A. All express representations, indemnifications, or limitations of liability included in this Agreement will survive its completion or termination for any reason.

6.16 Severability

- A. 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, who agree that the Agreement shall be reformed to replace such stricken provision that comes as close as possible to expressing the intention of the stricken provision.

6.17 Waiver

- A. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

6.18 Code Compliance

- A. The ENGINEER shall put forth reasonable professional efforts to comply with applicable laws, codes, and regulations in effect as of the date of the execution of this Agreement. Design changes made necessary by newly enacted laws, codes and regulations after this date shall entitle the ENGINEER to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provisions of this Agreement.

6.19 Betterment

- A. When a Change Order is necessitated by an act or omission of ENGINEER or an error in the design of the Project, responsibility for such act, omission, or error shall be determined in good faith by OWNER and ENGINEER. To the extent that such act, omission, or error arose out of the lack of quality professional services provided by ENGINEER or of the lack of professional quality deliverables prepared by ENGINEER, OWNER shall be entitled to an amount equal to the difference between the actual cost of the change Work and the estimated cost of the change Work (less added value to the OWNER) if there had been no such act, omission, or error. ENGINEER shall pay such sum to OWNER.

6.20 Project Management

- A. If the OWNER elects to employ a construction manager, project manager or owner representative, the OWNER will promptly notify the ENGINEER of the duties, responsibilities and authority of the construction manager and their relationship to the duties, responsibilities and authority of the ENGINEER. If the employment of such construction manager, project manager or owner's representative, by the OWNER results in additional time or expense to the ENGINEER to prepare for, coordinate with or respond to the construction manager, the ENGINEER shall be entitled to an equitable adjustment in fees and time for performance of these services.

6.21 Changed Conditions

- A. If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the ENGINEER are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, the ENGINEER may call for renegotiation of appropriate portions of this Agreement. The ENGINEER shall notify the OWNER of the changed conditions necessitating renegotiation, and the ENGINEER and the OWNER shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement, in accordance with the Termination provision hereof.

6.22 Permits and Approvals

- A. The ENGINEER shall assist the OWNER in applying for those permits and approvals normally required by law for projects similar to the one for which the ENGINEER's services are being engaged. This assistance will consist of completing and submitting forms to the appropriate regulatory agencies having jurisdiction over the construction

documents, and other services normally provided by the ENGINEER and included in the scope of Basic Services of this Agreement.

6.23 Design With Limited Construction Administration

- A. It is understood and agreed that the ENGINEER's Basic Services under this Agreement includes limited (periodic) project observation or review of the Contractor's performance or any other construction phase services.
- B. OWNER will forward requests modifications, clarifications, or interpretations to ENGINEER. The OWNER agrees, to the fullest extent permitted by law, to indemnify and hold harmless the ENGINEER, its officers, directors, employees and subconsultants (collectively, ENGINEER) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to the Contract Documents to reflect changed field or other conditions, except for claims arising from the negligence or willful misconduct of the ENGINEER.
- C. If the OWNER requests in writing that the ENGINEER provide any additional construction phase services and if the ENGINEER agrees in writing to provide such services, then they shall be compensated for as Additional Services as discussed in this Agreement.

DEFINITIONS

7.01 Defined Terms

- A. As used herein, the following words and their derivative words or phrases shall have the meaning indicated, unless otherwise specified in this Agreement.
 1. CERTIFY, CERTIFICATION: A statement of the ENGINEER's opinion, based on his or her observation of conditions, to the best of the ENGINEER's professional knowledge, information and belief. Such statement of opinion does not constitute a warranty, either express or implied. It is understood that the ENGINEER's certification shall not relieve the OWNER or the OWNER's contractors of any responsibility or obligation they may have by industry custom or under any contract.
 2. COST ESTIMATE: An opinion of probable construction cost made by the ENGINEER. In providing opinions of probable construction cost, it is recognized that neither the OWNER nor the ENGINEER has control over the costs of labor, equipment or materials, or over the Contractor's methods of determining prices or bidding. The opinion of probable construction costs is based on the ENGINEER's reasonable professional judgment and experience and does not constitute a warranty, express or implied, that the Contractor's bids or the negotiated price of the Work will not vary from the OWNER's budget or from any opinion of probable cost prepared by the ENGINEER.
 3. DAY, DAYS: A calendar day of 24 hours. The term "days" shall mean consecutive calendar days of 24 hours each, or fraction thereof.
 4. INSPECT, INSPECTION: The visual observation of construction to permit the ENGINEER, as an experienced and qualified professional, to determine that the Work, when completed by the Contractor, generally conforms to the Contract Documents. In making such inspections, the ENGINEER makes no guarantee for, and shall have no authority or control over, the Contractor's performance or

failure to perform the Work in accordance with the Contract Documents. The ENGINEER shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the Contractor or for the Contractor's safety precautions and programs nor for failure by the Contractor to comply with any laws or regulations relating to the performance or furnishing of the Work by the Contractor.

5. RECORD DOCUMENTS: Upon termination or completion of this Contract, the ENGINEER shall, at its expense, correct the original drawings (show all as built changes based on information from the Contractor) reflecting the actual construction of the project and shall furnish the OWNER, without expense, electronic files in the latest AutoCAD version compatible with the OWNER's current software and a PDF file in color. All written comments, changes or other markings on the final drawings must be highlighted in RED color. Upon termination or completion of this Contract, ENGINEER shall also furnish OWNER, without cost, all basic calculations used in the design of the structures and original field notes on all land surveys. The ENGINEER shall provide to the OWNER an Operations and Maintenance (O&M) Manual (three copies) covering all systems and equipment constructed, installed or remodeled as part of the Project.
- B. Additional terms and definitions are referenced as part of this Agreement in Article 7 – Definitions of the Standard Form of Agreement Between Owner and Engineer for Professional Services Prepared by Engineers Joint Contract Documents Committee EJCDC No. 1910-1 (1996 Edition).

END OF APPENDIX A

APPENDIX B - ENGINEER'S SERVICES

ENGINEER will provide concept planning, preliminary design, final design, bidding, construction administration, and post construction services for the PROJECT as set forth below.

BASIC SERVICES

1.01 Phase I - Concept Planning Services

- A. Evaluate potential sites based on visual information.
- B. Meet with City staff to establish project design criteria such as aquatic facility size, features, deck area, concession area, and bathhouse floor plan.
- C. Focus all that we hear into feasible design criteria.
- D. Provide a summary report outlining the project.
- E. Using the selected design criteria, create multiple alternative concept designs for public review and comment. Conduct two public meetings.
- F. Develop a summary report of the meetings and recommendations, including preliminary costs.
- G. A total of five meetings are included during this planning phase.
- H. Present the aquatic concept plan to the public agency or group of your choice.

1.02 Phase II - Preliminary Design/Design Development

- A. ENGINEER will complete the following Design Development Phase tasks:
 1. ENGINEER will use available information from the concept phase as the basis for the pool and site layout and their design criteria.
 2. OWNER will review and adjust the aquatic programs together with ENGINEER's design team.
 3. ENGINEER will recommend specific aquatic features to satisfy identified needs and community preferences. The final selection of features will help determine the pool size, construction cost, and operating cost for the PROJECT.
 4. ENGINEER's work will include pool site development. ENGINEER will coordinate pool facilities within the available site.
 5. The Design Development will include a site drawing that shows the proposed pool facilities relative to existing site amenities. ENGINEER will use the topographic survey, furnished by the []Engineer, for the existing site. The plan will show each selected aquatic feature, pool basin and buildings. Construction costs and contingencies will be identified to develop a project cost.
 6. When the Design Development is complete, ENGINEER will meet with OWNER to review the drawings and cost information. Based on comments by the OWNER, ENGINEER will adjust the design and prepare the final Preliminary Design documents.
 7. At the conclusion of the Design Development phase, ENGINEER will make a final presentation to the group designated by OWNER. The presentation will include a summary of the entire PROJECT in a written document as well as a verbal presentation. ENGINEER will create a Power Point presentation that describes the Preliminary Design and summarizes the PROJECT findings. ENGINEER will provide a colored plan view drawing for the recommended pool facility design.

1.03 Phase III - Final Design/Construction Documents

- A. After acceptance by OWNER of the Design Development documents, ENGINEER will:
1. On the basis of the above acceptance, prepare final engineering and support design documents and prepare final construction documents including bidding documents, specifications and drawings indicating the scope, extent, and character of the work to be performed and furnished by Contractor. Specifications will be prepared in general conformance with the 50-division format of the Construction Specifications Institute.
 2. Provide design data for OWNER's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the PROJECT and assist OWNER in consultations with appropriate authorities.
 3. Prepare and furnish Final Construction Documents for review and approval by OWNER.
 4. 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 one (1).
 5. ENGINEER will provide an updated opinion of probable cost of the PROJECT.
- B. ENGINEER's services under the Final Design/Construction Documents Phase will be considered complete on the date when the final documents have been delivered to and accepted by the OWNER. Under this Agreement ENGINEER will furnish four (4) final sets of the plans and specifications to the OWNER. If requested, additional sets will be furnished at the cost of reproduction.

1.04 Phase IV - Bidding

- A. After acceptance by OWNER of the Bidding Documents, and upon written authorization by OWNER to proceed ENGINEER will:
1. Assist OWNER in advertising for qualified contractors to submit bids for constructing the PROJECT and distribute bidding documents to prospective bidders. Cost for printing and mailing of these documents will be paid for by prospective bidders.
 2. Issue Addenda as appropriate to clarify, correct, or change the Bidding Documents.
 3. Assist OWNER in evaluating the low bidder's proposal. Furnish and assist in assembling up to four (4) sets of Contract Documents for execution by OWNER and Contractor.
 4. Consult with OWNER as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by Contractor.
- B. The Bidding Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with the prospective bidder.

1.05 Phase V - Construction Administration

- A. Upon successful completion of the Bidding Phase, ENGINEER will perform the following:
1. General Administration of Construction Contract. Consult with OWNER and act as OWNER's representative as provided in the General Conditions. All of OWNER's instructions to Contractor will be issued through ENGINEER, who shall have authority to act on behalf of OWNER in performance of Construction

Administration of the Construction Contract to the extent provided in this Agreement and said General Conditions.

2. ENGINEER shall distribute plans and specifications to the selected reproduction company. The reproduction and shipping costs for these documents shall be paid for by OWNER.
3. Selecting Independent Testing Laboratory. Assist OWNER in the selection of an independent testing laboratory to perform the services needed for the PROJECT.
4. Visits to Site and Observation of Construction. In connection with observations of Contractor's work while it is in progress:
 - a. ENGINEER will visit the site at intervals appropriate to the stage of construction in order to observe the progress and quality of the work completed by the Contractor. Such visits and observations are not intended to be an exhaustive check or a detailed inspection of the Contractor's work but rather are to allow ENGINEER, as an experienced professional, to become generally familiar with the work in progress and to determine, in general, if the work is proceeding in accordance with the Contract Documents.
 - b. Based on this general observation, ENGINEER will keep the OWNER informed about the progress of the Work and shall advise the OWNER about observed deficiencies in the Work.
 - c. ENGINEER will not supervise, direct or have control over the Contractor's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor the OWNER's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor in accordance with the Contract Documents.
 - d. If the OWNER desires more extensive project observation or full-time project representation, the OWNER shall request that such services be provided by ENGINEER as Additional Services in accordance with the terms of this Agreement.
 - e. ENGINEER will not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. ENGINEER does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its work in accordance with the Contract Documents or any applicable laws, codes, rules, or regulations.
5. Defective Work. Recommend to OWNER that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, ENGINEER believes that such work will not produce a completed PROJECT that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the completed PROJECT as a functioning whole as indicated in the Contract Documents. ENGINEER will advise and consult with the OWNER on correction of Defective work and shall assist the OWNER in testing of work believed to be defective if necessary. Services in connection with the evaluation of and determination to accept Defective work by contractor, including required re-design services, will be paid in accordance with Section 2 - Additional Services.
6. Clarifications, Interpretations, and Field Orders. Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. ENGINEER may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.
7. Change Orders. Recommend Change Orders to OWNER, as appropriate, and prepare Change Orders as required.
8. Shop Drawing Review. Review and take other appropriate action on the submittals, such as shop drawings, product data, samples and other data, which

- the Contractor is required to submit, but only for the limited purpose of checking for conformance with the design concept and the information shown in the Construction Documents. Review of a specific item shall not indicate that ENGINEER has reviewed the entire assembly of which the item is a component. ENGINEER will not be responsible for any deviations from the Construction Documents not brought to the attention of ENGINEER in writing by the Contractor.
9. Substitutes and "or-equal". Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor. If the substitute product requires re-design, the cost for these services will be paid as described in Section 2 – Additional Services.
 10. Inspections and Tests. Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. ENGINEER's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents. ENGINEER will be entitled to rely on the results of such tests.
 11. 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 be paid to the Contractor. 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 quality of such work is generally in accordance with the Contract Documents.
 - b. By recommending any payment, ENGINEER will not thereby be deemed to have represented that observations made by ENGINEER to check the quality or quantity of Contractor's work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's work in progress, or involved detailed inspections of the work beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents. Neither ENGINEER's review of Contractor's work for the purposes of recommending payments nor ENGINEER's recommendation of any payment including final payment will impose on ENGINEER responsibility to supervise, direct, or control Contractor's work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the work. It will also not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the work in progress, materials, or equipment has passed to OWNER free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between OWNER and Contractor that might affect the amount that should be paid.
 12. Contractor's Completion Documents.
 - a. Receive and review maintenance and operating instructions, schedules, and guarantees.
 - b. Receive bonds, certificates, or other evidence of insurance not previously submitted and required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved as provided, and the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment.
 - c. ENGINEER will transmit these documents to OWNER.

13. Substantial Completion. Promptly after notice from Contractor that Contractor considers the entire work ready for its intended use, in company with OWNER and Contractor, conduct a site visit to determine if the work is Substantially Complete. If after considering any objections of OWNER, ENGINEER considers the work Substantially Complete, ENGINEER will deliver a notice of Substantial Completion to OWNER and Contractor.
 14. Final Notice of Acceptability of the Work. Conduct a final site visit to determine if the completed work of Contractor is acceptable so that ENGINEER may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, ENGINEER will also provide a notice that the work is acceptable to the best of ENGINEER's knowledge, information, and belief and based on the extent of the services provided by ENGINEER under this Agreement.
- B. Duration of Construction Phase. The Construction Phase will commence with the execution of the first Construction Agreement for the PROJECT and will terminate upon written recommendation by ENGINEER for final payment to Contractor.

1.06 Phase VI - Post-Construction Services

- A. During the Post-Construction Phase, ENGINEER will:
1. Provide assistance in connection with the testing and adjusting of PROJECT equipment or systems.
 2. Assist in training OWNER's staff to operate and maintain PROJECT equipment, and systems.
 3. Together with OWNER, visit the PROJECT to observe any apparent defects in the work, assist OWNER in consultations and discussions with Contractor concerning correction of any such defects, and make recommendations as to replacement or correction of defective work, if present.
 4. If requested by OWNER and in company with OWNER, provide a review of the PROJECT within one month before the end of the Warranty Period to ascertain whether any portion of the work is subject to correction.
- B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Appendix, will terminate upon written recommendation by ENGINEER for final payment to Contractor.

ADDITIONAL SERVICES

2.01 Scope of Additional Services

- A. ENGINEER will advise OWNER as to the necessity of data or services of the types described in Section 2 – Additional Services, which are not part of ENGINEER's Basic Services, and assist OWNER in obtaining such data and services.
- B. If authorized in writing by OWNER, ENGINEER will furnish or obtain from others Additional Services of the types listed below. OWNER will pay for these services based on hourly charge rates and direct expenses at cost. All authorized Additional Services shall be paid for over and above the fees for the Basic Services.
1. Preparation of applications and supporting documents for obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the PROJECT.
 2. Services to make measured drawings of or to verify the accuracy of drawings or other information furnished by OWNER.

3. Services resulting from significant changes in the scope, extent, or character of the portions of the PROJECT designed or specified by ENGINEER or its design requirements including, any other causes beyond ENGINEER's control.
4. Services required for the evaluation of and determination to accept defective Work by Contractor including required re-design services.
5. Services required for re-design as a result of substitute products during the construction phase.
6. Services in connection with assistance with or coordination of fund raising efforts, donated items, or items furnished by OWNER or others.
7. Services required as a result of OWNER's providing incomplete or incorrect PROJECT information with respect to Appendix B.
8. Services during authorized out-of-town travel required of ENGINEER other than for visits to the Site or OWNER's office.
9. Assistance in connection with Bid protests, rebidding or renegotiating contracts for construction, materials, equipment, or services, only so long as the original work is reasonably consistent with the OWNER's program or other instruction.
10. Providing construction surveys and layouts to enable Contractor to perform its work.
11. Providing assistance in resolving any Hazardous Environmental Condition in compliance with current Laws and Regulations.
12. Preparing and furnishing to OWNER Record Drawings showing appropriate record information based on PROJECT annotated record documents received from Contractor.
13. Preparing to serve or serving as engineer or witness for OWNER in any litigation, arbitration or other dispute resolution process related to the PROJECT. Billing rates for expert witness services are higher than standard billing rates and will be furnished upon request.
14. Providing more extensive services required to enable ENGINEER to issue notices or certifications requested by OWNER.
15. Other services performed or furnished by ENGINEER not otherwise provided for in this Agreement.

END OF APPENDIX B

APPENDIX C - OWNER'S RESPONSIBILITIES

The Agreement is amended and supplemented to include the following Agreement of the parties.

In addition to other responsibilities of OWNER as set forth in this Agreement, OWNER shall:

- 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. Furnish copies of all design and construction standards that OWNER will require to be included in the Drawings and Specifications. Furnish copies of OWNER's standard forms, conditions, and related documents for ENGINEER to include in the Bidding Documents, when applicable.
- C. Furnish to ENGINEER any other available information pertinent to the PROJECT including reports and data relative to previous designs, or investigation at or adjacent to the Site.
- D. Provide geotechnical engineering services in connection with explorations and tests of subsurface conditions at the Site including providing a written report with recommendations.
- E. If demolition of existing facilities is required, provide a building materials assessment for identification of hazardous materials, such as asbestos, and have such materials removed and disposed of properly before start of construction.
- F. Following ENGINEER's assessment of initially-available PROJECT information and data and upon ENGINEER's request, furnish or otherwise make available such additional PROJECT related information and data as is reasonably required to enable ENGINEER to complete its Basic and Additional Services.
- G. Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of a Hazardous Environmental Condition or if any other development that affects the scope or time of performance of ENGINEER's services, or any defect or non-conformance in ENGINEER's services or in the work of any Contractor.
- H. Authorize ENGINEER to provide Additional Services as required by OWNER.
- I. Arrange for safe access to and make all provisions for ENGINEER to enter upon public property as required for ENGINEER to perform services under the Agreement.
- J. Examine all alternate solutions, reports, sketches, Drawings, Specifications, proposals, and other documents presented by ENGINEER (including obtaining advice of an attorney, insurance counselor, and other advisors or ENGINEER's as OWNER deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- K. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the PROJECT designed or specified by ENGINEER.
- L. Provide, as required for the PROJECT:
 1. Accounting, 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 moneys paid.
 4. Placement and payment for advertisement for Bids in appropriate publications.
- M. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of OWNER, prior to their incorporation into the work with appropriate professional interpretation thereof.

END OF APPENDIX C

APPENDIX D - INSURANCE

The Agreement is amended and supplemented to include the following Agreement of the parties.

The limits of liability for the insurance required by this Agreement are as follows:

- A. By ENGINEER:
 - 1. Workers' Compensation:Statutory
 - 2. Employer's Liability:
 - a. Each Accident \$500,000
 - b. Disease, Policy Limit \$500,000
 - c. Disease, Each Employee \$500,000
 - 3. General Liability:
 - a. Each Occurrence (Bodily Injury and Property Damage) \$1,000,000
 - b. Personal and advertising injury \$1,000,000
 - c. Products - completed operations aggregate \$2,000,000
 - d. General Aggregate \$2,000,000
 - 4. Excess or Umbrella Liability:
 - a. Each Occurrence \$2,000,000
 - b. General Aggregate \$2,000,000
 - 5. Automobile Liability:
 - a. Combined Single Limit (Bodily Injury and Property Damage and Hired and Non-Owned Auto Liability) Each Accident \$1,000,000
 - 6. Professional Liability Insurance
 - a. Limits of \$1,000,000 per claim and \$2,000,000 annual aggregate
 - b. Certificate can be furnished upon request.

END OF APPENDIX D

APPENDIX E - BILLING RATES (2014)

The Agreement is amended and supplemented to include the following Agreement of the parties.

The following range of billing rates represent the range of individuals who may work on this project. These rates do not apply to expert witness services. Billing rates for expert witness services will be furnished upon request. Billing Rates are subject to change each year.

Aquatic Design Engineer	\$100 to \$210 per hour
Aquatic Design Engineer-in-Training	\$85 to \$105 per hour
Senior Aquatic Design Technician	\$105 to \$120 per hour
Aquatic Design Technician	\$80 to \$105 per hour
CAD Technician	\$70 to \$85 per hour
Administrative Assistant	\$55 to \$80 per hour

Expenses

- A. Direct project expenses will include basic expenses and special project expenses. Basic expenses include those needed to perform our work. Special project expenses are those that are requested by the OWNER for their project, such as renderings, models, testing or other special items. The OWNER must authorize any special expense prior to our incurring that expense.
- B. The following items are examples of basic expenses.
 - 1. Travel costs including airfare, rental vehicles, rental fuel, mileage, and other transportation costs.
 - 2. Mileage costs are billed at the IRS-approved rate.
 - 3. Lodging including motel costs and all related taxes.
 - 4. Meals including tips (no alcohol).
 - 5. Printing costs including photocopies, color CAD drawings, mounting and laminating presentation boards, plotting construction drawings and related items.

END OF APPENDIX E