

CITY OF RITZVILLE
CITY COUNCIL AGENDA
April 19, 2022

1. CALL COUNCIL TO ORDER 7:00pm
2. PLEDGE OF ALLEGIANCE
3. ACCEPTANCE OF THE CONSENT AGENDA
4. PUBLIC REQUESTS AND COMMENTS

CONSENT AGENDA

- Acceptance of the Agenda
- April 5, 2022
- Approval of Payables:
\$80,458.67

5. ACTION AGENDA
 - A. Phase 2 Water System Improvements Engineer Agreement-Varela & Associates
 - B. Well #8 Pay Estimate #1-Schnieder
 - C. Fireman Air Packs Purchase
6. DISCUSSION AGENDA
 - A. Amending Chapter 3.36 Nuisances, Ordinance No. 2159
 - B. Utility and Financial Software Review-Springbrook/Bias
7. CORRESPONDENCE
 - A. RPDA Minutes-February 16, 2022
8. MAYOR UPDATES
 - A. No updates.
9. DEPARTMENT UPDATES
 - A. City Attorney
 - B. Public Works
 - C. Police
 - D. Clerk/Treasurer
 - E. Fire
10. ADJOURNMENT

Call Information

1-253-215-8782 United States Toll

Meeting ID: 273 377 5980

Passcode: 1930

View Meeting Online:

<https://us02web.zoom.us/j/2733775980?pwd=SU14WTVqdGJpYnVMeEYzV1pJ0EFOQT09>

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

THIS IS AN AGREEMENT effective as of _____ ("Effective Date") between
City of Ritzville ("Owner") and
Varela Engineering and Management ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:
Phase 2 Water System Improvements, See Exhibit A.

Other terms used in this Agreement are defined in Article 7. ("Project").

Engineer's services under this Agreement are generally identified as follows:
Project Engineering Services. See Exhibit A and Attachments.

Notes:

1. Varela & Associates, Inc. additions to the published EJCDC document E-500 are underlined; deletions are lined out or otherwise noted.
2. RUS Bulletin 1780-26 modifications to the published EJCDC are double-struck or otherwise noted with double underline.
3. City of Ritzville modifications to the published EJCDC document E-500 are single underlined italics; deletions are lined and italicized out or otherwise noted.

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 A 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

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.

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.

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 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.

- 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.

- 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."~~

The following is from EJCDC Exhibit I, revised as shown. 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 and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or

- 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.

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.

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. *Not used*
- G. Exhibit G, Insurance.
- H. Exhibit H, Dispute Resolution. *Not used*
- I. Exhibit I, Limitations of Liability. *Not used*
- J. Exhibit J, Special Provisions.
- K. Exhibit K, Amendment to Owner-Engineer Agreement. *To be included if/when needed*

- 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.
- D. Certifications and disclosures are forwarded from tier to tier up to the Owner. Necessary certification and disclosure forms shall be provided by Owner. 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.

ENGINEER AGREEMENT CERTIFICATION

PROJECT NAME: City of Ritzville – Phase 2 Water System Improvements

The Engineer and Owner hereby concur in the Funding Agency acceptable revisions to E-500 identified in RUS Bulletin 1780-26. In addition, Engineer certifies to the following:

All modifications to E-500 have been made in accordance the terms of the license agreement, which states in part that the Engineer "must plainly show all changes to the Standard EJCDC Text, using 'Track Changes' (redline/strikeout), highlighting, or other means of clearly indicating additions and deletions." Such other means may include attachments indicating changes (e.g. Supplementary Conditions modifying the General Conditions).

SUMMARY OF ENGINEERING FEES

Note that the fees indicated on this table are only a summary and if there is a conflict with any provision of Exhibit C, the provisions there overrule the values on this table. Fees shown in will not be exceeded without the concurrence of the Agency.

Basic Services	\$	<u>835,890</u>
Resident Project Observation	\$	<u>430,340</u>
Additional Services	\$	<u> </u>
TOTAL:	\$	<u>1,266,230</u>

Any adjustments to engineering fees or changes to maximum estimated values must be approved by the Agency and must include a table of what specific category or categories of fees are being changed, what fees were before and after the change, and the resulting total fee.

Engineer Date

Name and Title

Owner Date

Name and Title

Agency Concurrence:

As lender or insurer of funds to defray the costs of this Contract, and without liability for any payments thereunder, the Agency hereby concurs in the form, content, and execution of this Agreement.

Agency Representative Date

Name and Title

2. Identify potential solution(s) to meet Owner's Project requirements, as needed.
3. Study and evaluate the potential solution(s) to meet Owner's Project requirements.
4. Visit the Site, or potential Project sites, to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Study and Report Phase, as determined by the 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.
6. After consultation with Owner, recommend to Owner the solution(s) which in Engineer's judgment meet Owner's requirements for the Project.
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. Exhibit A attachments may specify the number or types of alternatives included in the scope.
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.

Exhibit A – Engineer's Services

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

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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: (see Exhibit A attachments)
10. Furnish (see Exhibit A attachments) review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner within (see Exhibit A attachments) days of authorization to proceed with this phase, and review them with Owner. Within (see Exhibit A attachments) days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.

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: (see Exhibit A attachments). 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, (see Exhibit A attachments) 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 (see Exhibit A attachments) days of authorization to proceed with the Final Design Phase, and review them with Owner. Within (see Exhibit A attachments) 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 (see Exhibit A attachments) final copies of such documents to Owner within (see Exhibit A attachments) 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.
14. Assist with owner tours of other facilities to help in equipment and configuration selection as outlined the Exhibit A Attachment A-2.
15. Provide additional cultural resource survey and environmental documentation as outlined in Exhibit A Attachment A-2.

- ~~6. 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.~~
- 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.
 - 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: (see Exhibit A attachments). 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:

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 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

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. Review Change Proposal 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:

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: (see Exhibit A attachments).
- 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.

included as part of Basic Services and will be paid for by Owner as indicated in Exhibit A & attachments.

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;

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~~

Exhibit A – Engineer's Services

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

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**EXHIBIT A, ATTACHMENT A-1
Project Scope, Scope of Services, Compensation,
Authorization To Proceed, Completion Times**

I. PROJECT SCOPE

The City of Ritzville has obtained funding from the United States Department of Agriculture Rural Development (USDA RD) program to fund the City's Phase 2 Water System Improvements. The City of Ritzville's project consists of implementation of improvements to Ritzville's water system as outlined in the City's "*Preliminary Engineering Report (PER)*" dated September 2019 and approved by USDA RD. The project includes:

- Well 8 Replacement
- Well 8 Pump Station
- Distribution System Improvements
- Park Reservoir Rehabilitation
- Park Reservoir Booster Station
- Golf Course Well Improvements

Engineering work necessary for implementation of the proposed improvements will include preliminary engineering, design engineering, and construction phase engineering. Additional evaluations and scope revisions may be warranted and requested by the City to implement improvements or modifications to the above system elements.

II. SCOPE OF SERVICES, COMPENSATION

Professional services scope and compensation are shown in Attachment A-2. Services are from paragraphs A1.01 through A2.02 of Exhibit A and Exhibit D and referenced on Attachment A-2. Tasks will be performed on either a Fixed Costs (FC) basis or Time and Expense (T&E) basis as indicated in Attachment A-2. Compensation for Time and Expense (T&E) tasks shall be determined in accordance with the Time and Expenses Schedule included as Attachment A-3 and as outlined in Appendix C. The Engineer shall not exceed the sum of the respective FC and T&E tasks without authorization from by the Owner. Individual T&E work items may exceed the individual work item budget provided the total contract amount is not exceeded. The estimates shown are good faith estimates of the work and level of effort anticipated for each task.

IV. AUTHORIZATION TO PROCEED

Execution of this Agreement shall authorize the Engineer to proceed with all tasks shown on Attachment A-2.

**Attachement A-2 to Exhibit A
Engineering Scope and Cost Worksheets
SUMMARY**

City of Ritzville, WA					4/5/2022
Phase 2 Water System Improvements					
Job No.	Description	Fee Type (1)	Exhibit A Paragraph References (2)	Est. Cost	Total
	A1.01 Basic Services - Study and Report Phase				
127-35-01	Supplemental Evaluations	T&E	A1.01	<i>not included</i>	
	Sub-Total				50
	A1.02 Basic Services - Preliminary Design Phase; and A1.03 Basic Services - Final Design Phase				
127-35-02	Design Surveys/Mapping/ROW Surveys	T&E	A1.02, A.3.	<i>not included</i>	
127-35-03	Geotechnical Investigations	T&E	A2.01, A.29.	<i>not included</i>	
127-35-08	Well #8 Pump Station Design/Plans/Specs/Const Docs	FC	A1.02 & A1.03	\$91,330	
127-35-09	Golf Course Pump Sta Rehab Predesign Investigation	T&E	A1.02, A.1.	\$28,860	
127-35-10	Golf Course Pump Sta Rehab Design/Plans/Specs/Const Docs	FC	A1.02 & A1.03	\$60,300	
127-35-11	Park Reservoir and Booster Sta Rehab Predesign Investigation	T&E	A1.02, A.1.	\$23,440	
127-35-12	Park Reservoir and Booster Sta Rehab Design/Plans/Specs/Const Docs	FC	A1.02 & A1.03	\$100,760	
127-35-14	Distribution System Design/Plans/Specs/Const Docs	FC	A1.02 & A1.03	\$51,600	
	Sub-Total				\$356,290
	A1.04 Basic Services - Bidding or Negotiating Phase; and A1.05 Construction Phase; and A1.06 Post-Construction Phase				
127-35-19	Well #8 DOH Source Approval Submittal	T&E	A2.01, A.25.	\$9,140	
127-35-20	Well #8 Pump Station Bid Period Assistance	T&E	A1.04	\$7,680	
127-35-21	Well #8 Pump Station Record Drawings	T&E	A1.05.A.22.	\$2,840	
127-35-22	Well #8 Pump Station O&M Manual	T&E	A1.06	\$5,900	
127-35-26	Golf Course Pump Sta Rehab Bid Period Assistance	T&E	A1.04	\$7,680	
127-35-27	Golf Course Pump Sta Rehab Record Drawings	T&E	A1.05.A.22.	\$2,780	
127-35-28	Golf Course Pump Sta Rehab O&M Manual	T&E	A1.06	\$5,900	
127-35-29	Park Reservoir and Booster Sta Rehab Bid Period Assistance	T&E	A1.04	\$7,680	
127-35-30	Park Reservoir and Booster Sta Rehab Record Drawings	T&E	A1.05.A.22.	\$5,180	
127-35-31	Park Reservoir and Booster Sta Rehab O&M Manual	T&E	A1.06	\$7,660	
127-35-32	Distribution System Improvements Bid Period Assistance	T&E	A1.04	\$7,680	
127-35-33	Distribution System Improvements Record Drawings	T&E	A1.05.A.22.	\$4,140	
	Sub-Total				\$74,260
	A2.01 - Additional Services				
127-35-36	Assistance With Water Rights	T&E	A2.01, A.25.	<i>not included</i>	
127-35-37	Well 9 Warranty Assistance, Control Sys Validation and O&M Manual	T&E	A2.01, A.25.	<i>not included</i>	
127-35-41	Well #8 Construction Engineering, Inspection and Hydrogeologic Services	T&E	A1.05,A1.06, D1.01	\$170,700	
127-35-42	Well #8 Pump Station Construction Engineering	T&E	A1.05 & A1.06	\$64,930	
127-35-43	Well #8 Pump Station Construction Inspection	T&E	D1.01	\$55,500	
127-35-45	Golf Course Pump Sta Rehab Const Engineering	T&E	A1.05 & A1.06	\$51,010	
127-35-46	Golf Course Pump Sta Rehab Const Inspection	T&E	D1.01	\$30,500	
127-35-47	Park Reservoir and Booster Station Rehab Const Engineering	T&E	A1.05 & A1.06	\$70,470	
127-35-48	Park Reservoir and Booster Station Rehab Const Inspection	T&E	D1.01	\$80,320	
127-35-49	Distribution System Improvements Construction Engineering	T&E	A1.05 & A1.06	\$43,560	
127-35-50	Distribution System Improvements Construction Inspection	T&E	D1.01	\$93,320	
127-35-51	Materials Testing/Quality Control	T&E	A1.05	<i>not included</i>	
127-35-52	Assistance with Right-of-Way/Easement Acquisition	T&E	A1.05	<i>not included</i>	
127-35-53	Permit Assistance	T&E	A1.07	<i>not included</i>	
127-35-54	Project Management/Client Meetings	T&E	A1.07	\$20,900	
127-35-55	Financing and Funding Admin. Assistance	T&E	A1.07	\$18,670	
127-35-56	Public Meetings Assistance	T&E	A1.07	<i>not included</i>	
127-35-57	Warranty and Consultation Assistance--1st Year	T&E	A1.07	<i>not included</i>	
127-35-60	Additional Cultural Resource Survey Archeologist On-Site Monitoring	T&E	A2.01, A.1.	\$135,800	
	Sub-Total				\$835,680
	TOTAL				\$1,266,230
	Notes: (1) T&E = Time & Expenses; FC = Fixed Cost / Lump Sum (2) From EJCDC E500, Exhibit A - Engineer's Services				

**Attachement A-2 to Exhibit A
Engineering Scope and Cost Worksheets
SUMMARY**

City of Ritzville		FEE ESTIMATE WORKSHEET					4/5/2022
		Sen. Engr / Prim.	Engr	Engr Tech	Proj Asst	Direct Expense	
Phase 2 Water System Improvements		\$ 170	\$155	\$120	\$90		TOTAL
127-35-10	Golf Course Pump Sta Rehab Design/Plans/Specs/Const Docs						
	<i>NOTE: Results of the pre-design task may require re-evaluation of this task. Assumes existing pump can be re-used and replacement of existing electrical/control equipment with new electrical/control equipment. If it's determined that a new pump (or other equipment) is needed, or if the well needs to be rehabilitated, this task can be re-evaluated. Assumes modifications to the existing building are not needed/required.</i>						
	Final operating requirements, hydraulic calcs, confirmation of existing pump	4	16	4			\$ 3,640
	Review/discuss prelim layouts and pump options with City, obtain approval/direction		8				\$ 1,240
	Piping design, valve sizing, PCV discharge if applicable, tie in to golf course irrigation system	2	12	4			\$ 2,680
	Electrical design and specifications (electrical subconsultant allowance)	1	12	4		\$ 15,000	\$ 17,510
	Pump Station plan sheets & design details (piping, site) est 5 sheets: 8hrs/sht eng, 16hrs/sht tech	4	40	80			\$ 16,480
	Transmission main plan sheet & design details	1	8	12			\$ 2,850
	Site visits for confirmation of details etc		4				\$ 620
	Design and plans/specs reviews/discussions/design coordination with City		8	8	2		\$ 2,380
	Specifications	2	24		4		\$ 4,420
	Contract documents, eng. estimate	2	16	4	2		\$ 3,480
	Coordinate DOH review and approval	1	4				\$ 790
	Coordinate RD review and approval	1	4				\$ 790
	Final revisions based on City, DOH, RD input	2	8	4	4		\$ 2,420
	Misc. expenses (mileage - 3 trips, misc.)					\$ 1,000	\$ 1,000
	Subtotal	20	164	120	12	\$ 16,000	\$ 60,300
127-35-11	Park Reservoir and Booster Sta Rehab Predesign Investigation						
	Analyze and evaluate present/future demand; determine initial capacity and expandability.	2	8				\$ 1,580
	Booster station design criteria, sizing, prelim design, pump type(s) and capacities, piping and layout options, site layout.	8	24	8			\$ 6,040
	Consider / review hydraulics issues, suction pressure	8	16	8			\$ 4,800
	Consider control issues/options and relationship to existing pressure zone	8	16				\$ 3,840
	Prepare technical memo (TM) of findings, construction cost estimate, layout sketch for City review, input, approval	8	8	4	4		\$ 3,440
	Review and coordinate with City, revise, finalize criteria and predesign based on City input and approval	2	16	2	2	\$ 500	\$ 3,740
	Subtotal	36	88	22	6	\$ 500	\$ 23,440
127-35-12	Park Reservoir and Booster Sta Rehab Design/Plans/Specs/Const Docs						
	<i>NOTE: Results of the pre-design task may require re-evaluation of this task. Assumes park reservoir interior/exterior re-coating and booster station bld together in a single bld package</i>						
	Design Surveys (assumes no boundary or property surveys needed)		8	12		\$ 5,000	\$ 7,680
	Determine/review coating/tank mixing options, input from ICIS	2	12	8	4	\$ 2,500	\$ 6,020
	Site/arch/civil/mech/mains final design, detls, dwgs (10 shts engr 8hr/sht, tech 16)	4	80	160			\$ 32,280
	Structural design and specifications (structural subconsultant allowance)		8			\$ 10,000	\$ 11,240
	Electrical design and specifications (electrical subconsultant allowance)		8			\$ 20,000	\$ 21,240
	Site visit for confirmation of last details, finalize dwgs	2	8				\$ 1,580
	Technical specifications and special provisions		40				\$ 6,200
	Design and plans/specs reviews/discussions/design coordination with City		8	8	2		\$ 2,380
	Contract documents	8	16	12			\$ 5,280
	Coordinate DOH review and approval; engineer's estimate	1	16				\$ 2,650
	Coordinate RD review and approval	1	4				\$ 790
	Final revisions based on City, DOH, RD input	2	8	4	4		\$ 2,420
	Misc. expenses (mileage - 3 trips, misc.)					\$ 1,000	\$ 1,000
	Subtotal	20	216	204	10	\$ 38,500	\$ 100,760

**Attachement A-2 to Exhibit A
Engineering Scope and Cost Worksheets
SUMMARY**

City of Ritzville		FEE ESTIMATE WORKSHEET					4/5/2022
		Sen. Engr / Prin.	Engr	Engr Tech	Prpl Asst	Direct Expense	TOTAL
Phase 2 Water System Improvements		\$ 170	\$155	\$120	\$90		
127-35-27	Golf Course Pump Sta Rehab Record Drawings						
	Record Drawings (Assume 2 hrs/sht, 10 sheets)			20	2	\$ 200	\$ 2,780
	Subtotal	0	0	20	2	\$ 200	\$ 2,780
127-35-28	Golf Course Pump Sta Rehab O&M Manual						
	O&M Manual		12	32		\$ 200	\$ 5,900
	Subtotal	0	12	32	0	\$ 200	\$ 5,900
127-35-29	Park Reservoir and Booster Sta Rehab Bid Period Assistance						
	Bid Assistance for (assume 3 week bid period):						
	Prepare / print bid docs				8	\$ 500	\$ 1,220
	Assist w/bid opening, bid review & tabulation, award recommendations, assist council award	2	24		8		\$ 4,780
	Coordinate / assist with agreements, bonds, contract execution	2	4		8		\$ 1,680
	Subtotal	4	28	0	24	\$ 500	\$ 7,680
127-35-30	Park Reservoir and Booster Sta Rehab Record Drawings						
	Record Drawings (Assume 2 hrs/sht, 20 sheets)			40	2	\$ 200	\$ 5,180
	Subtotal	0	0	40	2	\$ 200	\$ 5,180
127-35-31	Park Reservoir and Booster Sta Rehab O&M Manual						
	O&M Manual		16	40	2	\$ 200	\$ 7,660
	Subtotal	0	16	40	2	\$ 200	\$ 7,660
127-35-32	Distribution System Improvements Bid Period Assistance						
	Bid Assistance for (assume 3 week bid period):						
	Prepare / print bid docs				8	\$ 500	\$ 1,220
	Assist w/bid opening, bid review & tabulation, award recommendations, assist council award	2	24		8		\$ 4,780
	Coordinate / assist with agreements, bonds, contract execution	2	4		8		\$ 1,680
	Subtotal	4	28	0	24	\$ 500	\$ 7,680
127-35-33	Distribution System Improvements Record Drawings						
	Record Drawings (Assume 2 hrs/sht, 13 sheets)	2		26	2	500	\$ 4,140
	Subtotal	2	0	26	2	\$ 500	\$ 4,140
A2.01 - Additional Services							
127-35-36	Assistance With Water Rights						
	Unknown if needed. If a need for this task is identified, scope and fee estimate will be determined at that time.					not included	\$ -
	Subtotal	0	0	0	0	\$ -	\$ -
127-35-37	Well 9 Warranty Assistance, Control Sys Validation and O&M Manual						
	Unknown if needed. If a need for this task is identified, scope and fee estimate will be determined at that time.					not included	\$ -
	Subtotal	0	0	0	0	\$ -	\$ -

**Attachement A-2 to Exhibit A
Engineering Scope and Cost Worksheets
SUMMARY**

City of Ritzville		FEE ESTIMATE WORKSHEET					4/5/2022
		Sen. Engr/ Prln.	Engr	Engr Tech	Proj Asst	Direct Expense	
Phase 2 Water System Improvements		\$ 170	\$155	\$120	\$90		TOTAL
127-35-45	Golf Course Pump Sta Rehab Const Engineering						
	<i>NOTE: the workplan, time, and budget for construction engineering can be re-evaluated and better estimated after bid package, bid & award, construction time, and the contractor's schedule are known</i>						
	Preconstruction conference (prep, mtg and follow-up)	2	12	4	4		\$ 3,040
	Review/coord submittals		12	12			\$ 3,300
	Labor standards compliance admin (16 hrs set-up, 8 wks @ 1-1/4 hrs/wk, 16 hrs closeout)		2		26		\$ 2,650
	Construction eng. (interpretations, C.O.s, etc.), inspection supervision & coord, etc., 6 hrs per week for 12 weeks	24	72				\$ 15,240
	Elec subconsultant construction phase services (allowance)		8			\$ 10,000	\$ 11,240
	Construction meetings, site visits (est 6 @ 6 hrs over 8 week period)		36				\$ 5,380
	Misc. construction admin (pay requests, etc.) 8 hrs per month, 3 months		24		8		\$ 4,440
	Project startup, testing, etc.	8	8				\$ 2,600
	Final inspection & project closeout	2	12		8		\$ 2,920
	Expenses (mileage, misc)						\$ -
	Subtotal	36	186	16	46	\$ 10,000	\$ 51,010
127-35-46	Golf Course Pump Sta Rehab Const Inspection						
	<i>NOTE: the workplan, time, and budget for inspection can be re-evaluated and better estimated after bid package, bid & award, construction time, and the contractor's schedule are known</i>						
	Assume 8 week construction period @ 20 hrs/wk			160			\$ 19,200
	Preconstruction period, pre construction conference			8			\$ 960
	Closeout			12			\$ 1,440
	Per diem (20 days at \$150/day)					\$ 3,000	\$ 3,000
	Expenses (mileage 1 trip/wk, 120 mi, 8 wks 0.60/mi, misc other expenses)					\$ 600	\$ 600
	Material testing (allowance for lab soil testing, compaction testing)					\$ 500	\$ 500
	Contingency: 1 add'l wk inspection: 5 days @ 8 hrs/day			40			\$ 4,800
	Subtotal	0	0	220	0	\$ 4,100	\$ 30,500
127-35-47	Park Reservoir and Booster Station Rehab Const Engineering						
	<i>NOTE: the workplan, time, and budget for construction engineering can be re-evaluated and better estimated after bid package, bid & award, construction time, and the contractor's schedule are known</i>						
	Preconstruction conference (prep, mtg and follow-up)	4	12	4	4		\$ 3,380
	Review/coord submittals		12	12			\$ 3,300
	Labor standards compliance admin (16 hrs set-up, 16 wks @ 1-1/4 hrs/wk, 16 hrs closeout)		2		52		\$ 4,990
	Construction eng. (interpretations, C.O.s, etc.), inspection supervision & coord, etc., 8 hrs per week for 16 weeks	24	128				\$ 23,920
	Elec subconsultant construction phase services (allowance)		8			\$ 15,000	\$ 16,240
	Construction meetings, site visits (est 6 @ 8 hrs over 12 week period)		48				\$ 7,440
	Misc. construction admin (pay requests, etc.) 8 hrs per month, 4 months		32		8		\$ 5,680
	Project startup, testing, etc.	8	8				\$ 2,600
	Final inspection & project closeout	2	12		8		\$ 2,920
	Expenses (mileage, misc)						\$ -
	Subtotal	38	262	16	72	\$ 15,000	\$ 70,470

**Attachement A-2 to Exhibit A
Engineering Scope and Cost Worksheets
SUMMARY**

City of Ritzville		FEE ESTIMATE WORKSHEET					4/5/2022
		Sen. Engr./ Prin.	Engr.	Engr. Tech	Proj Asst	Direct Expense	
Phase 2 Water System Improvements		\$ 179	\$155	\$120	\$96		TOTAL
127-35-53	Permit Assistance						
	<i>Unknown if needed. If a need for this task is identified, scope and fee estimate will be determined at that time.</i>	not included					
	Subtotal	0	0	0	0	\$ -	\$ -
127-35-54	Project Management/Client Meetings						
	Budget allowance for 2022 calendar year (update in 2022) project management/project meetings (in addition to mtgs included in specific task elements)/project scheduling/coordination between City, Council and public. Assume 12 months @ 10hrs/month = 120 hr allowance. Project management budget will be updated and amended 2023 as needed.	120				\$ 500	\$ 20,900
	Subtotal	120	0	0	0	\$ 500	\$ 20,900
127-35-55	Financing and Funding Admin. Assistance						
	Assumed budget allowance for financing and funding process and admin assistance for RD funding. Budget will be reviewed periodically with City and amended as needed.	40		96		\$ 350	\$ 18,670
	Subtotal	40	0	96	0	\$ 350	\$ 18,670
127-35-56	Public Meetings Assistance						
	<i>Unknown if needed. If a need for this task is identified, scope and fee estimate will be determined at that time.</i>	not included					
	Subtotal	0	0	0	0	\$ -	\$ -
127-35-57	Warranty and Consultation Assistance--1st Year						
	<i>Scope not identified at this time.</i>	not included					
	Subtotal	0	0	0	0	\$ -	\$ -
127-35-60	Additional Cultural Resource Survey Archeologist On-Site Monitoring						
	<i>NOTE: The RD LOC dated 9/19/22 requires on-site monitoring by an archeological professional whenever excavation commences for each project. The workplan, time, and budget for on-site monitoring by an archeologist can be re-evaluated and better estimated after bid package, bid & award, construction time, and the contractor's schedule are known</i>						
	Well 8 Replacement Archeologist on-site monitoring. Assumes 8 days of on-site monitoring at \$1,650/day	2	8	8		\$ 13,200	\$ 15,740
	Well 8 Pump Station Archeologist on-site monitoring. Assumes 8 days of on-site monitoring at \$1,650/day	2	8	8		\$ 13,200	\$ 15,740
	Distribution System Improvements Archeologist on-site monitoring. Assumes 45 days of on-site monitoring at \$1,650/day	2	8	8		\$ 75,000	\$ 77,540
	Golf Course Pump Station Archeologist on-site monitoring. Assumes 5 days of on-site monitoring at \$1,650/day	2	8	8		\$ 8,500	\$ 11,040
	Park Reservoir Booster Station Archeologist on-site monitoring. Assumes 8 days of on-site monitoring at \$1,650/day	2	8	8		\$ 13,200	\$ 15,740
	Subtotal	10	40	40	0	\$ 123,100	\$ 135,800
	TOTAL	668	1896	2822	554	\$ 396,850	\$ 1,266,230

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 or local regulations (other than those required to be furnished or arranged by Contractor or Engineer), 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

effect of system operation and maintenance on construction activities and on the responsibilities of the construction contractor.

- V. Owner shall make such decisions and clarifications and give such direction to Engineer as are required for Engineer's timely execution of Engineer's work.

B.2.2 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 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.

- | | |
|------------------------------------|------------------|
| c. Final Design Phase | <u>\$303,990</u> |
| d. Bidding or Negotiating Phase | <u>\$30,720</u> |
| e. Construction Phase | <u>\$244,910</u> |
| f. Post-Construction Phase | <u>\$28,600</u> |
| g. Ongoing Services During Project | <u>\$175,370</u> |
5. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by Owner and Agency. See also C2.03.C.2 below.
 6. The total estimated compensation for Engineer's services included in the breakdown by phases as noted in Paragraph C2.01.A.3 incorporates all labor, overhead, profit, Reimbursable Expenses, and Engineer's Consultants' charges.
 7. The amounts billed for Engineer's services under Paragraph C2.01 will be based on the cumulative hours charged to the Project during the billing period by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and Engineer's Consultants' charges.
 8. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually (as of Jan 2022) to reflect equitable changes in the compensation payable to Engineer. Changes will not be effected unless and until concurred in by the Owner and Agency.

C2.02 Compensation For Reimbursable Expenses

- A. Owner shall pay Engineer for all Reimbursable Expenses at the rates set forth in Appendix 1 to this Exhibit C.
- B. Reimbursable Expenses include the expenses identified in Appendix 1 and the following: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; 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.
- C. The amounts payable to Engineer for Reimbursable Expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to the Project, the latter multiplied by a factor of 10%.

**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:

1. Compensation for the various engineering services shall be as shown in Exhibit A attachments. The Engineer shall submit partial payment invoices on a monthly basis during progress of the work for payment of work completed to date and reimbursable expenses incurred. Invoices shall be based on the estimated percentage of work completed for fixed fee or for time plus expenses for other fees.
2. Engineering invoices shall be payable in accordance with Article 4.02 Payments.
3. Each engineering invoice shall be accompanied by a summary progress report indicating work done during the invoiced billing period and work planned for the next billing period, as well as a budget status report. For tasks billed on a time and expenses basis, invoices shall indicate the actual hours spent by each individual working on the billed task(s), their billing classification, and their billing rate.

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 in Appendix A attachment A-2 and estimated to be \$430,340 based upon full-time RPR services on an eight-hour workday, Monday through Friday (or as shown in the Exhibit A attachments A-1 and A-2), over a (see Exhibit attachments A-1 and A-2) day construction schedule.
2. if rate(s) for RPR services is not included in Appendix Two to Exhibit C, "Standard Hourly Rates Schedule," the Standard Hourly Rate for RPR series is \$115 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

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

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:

1. Automobile travel at the current allowable Federal mileage rate
2. Travel, meals, lodging expenses as incurred (or per diem if specified).

The following items of direct project expense will be invoiced at direct cost, plus a maximum ten percent (10%):

- ~~3. Long distance telephone calls and cell phone~~
4. Shipping costs for samples, equipment, documents, or other items as required
5. Materials or other expendable items expended in the course of the work
6. Rentals, fees, permits or other charges for special services or special equipment necessary for the work.
7. Outside services utilized for the work, including subconsultants and outside reproduction of drawings, documents, reports or specifications

This is EXHIBIT D referred to in and part of the Agreement between Owner and Engineer for Professional Services.

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 the Owner and waived in writing by the 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 generally as follows. The specific duties and responsibilities of the RPR or other Engineer staff may include tasks not listed below, and not all of the tasks listed below may be required for this project. Some of the below listed tasks may be accomplished by other Engineer staff:
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

Exhibit D - Resident Project Representative.

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removed and replaced, or accepted as provided in the Construction Contract Documents.

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

- 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 have the authority to:
- 1. Except as may be approved or directed by the Engineer, 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.

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.

INSTRUCTIONS FOR RETAINAGE RELEASE

Based on the Notice of Acceptability of Work, and acceptable final payment requestion based on section 14.07 of the EJCDC Standard General Conditions, the Engineer hereby recommends final payment to the Contractor.

Upon formal acceptance of the project by [City/Town Council, Board, Commissioners], the Engineer will complete and submit the attached Notice of Completion of Public Works Project to the Washington State Employment Securities Department, Department of Revenue, and Department of Labor & Industries.

Upon receipt of the required closeout documentation indicated below, and subject to any exceptions or comments stated above, the Engineer recommends release of Contractor final payment and notification to the Contractor of the date of completion and one-year guaranty period.

Owner must be in receipt of the following closeout documentation required prior to the Release of Retainage:

1. Affadavit of Wages Paid from prime Contractor and all subcontractors (submitted to and approved by WA State Dept. of Labor & Industries)
2. Certificate of Payment of Contribution, Penalties and Interest on Public Works Contract (issued by Employment Securities Dept.).
3. Certificate of Payment of State Excise Taxes by Public Works Contradctor (issued by Dept. of Revenue)
4. Certificate of Release Letter (issued by L&I – ensures that workers' compensation premiums have been properly reported and paid, per RCW 60.28.011)

Exhibit E – Notice of Acceptability of Work.

This is **EXHIBIT G** referred to in and part of the Agreement between Owner and Engineer for Professional Services.

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) Each Accident: \$1,000,000
 - 2) Disease, Policy Limit: Included
 - 3) Disease, Each Employee: Included
- 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) Each Occurrence: None
 - 2) General Aggregate: None
- e. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage):
 - Each Accident \$1,000,000
- f. Professional Liability --
 - 1) Each Claim Made \$2,000,000
 - 2) Annual Aggregate \$2,000,000
- g. Other (specify): None

2. By Owner:

- a. Workers' Compensation: Statutory
- b. Employer's Liability --
 - 1) Each Accident

\$ _____

Exhibit G – Insurance.

This is **EXHIBIT J** referred to in and part of the **Agreement between Owner and Engineer for Professional Services.**

Special Provisions

1. The Agreement is/are amended to include the following agreement(s) of the parties:

E-500 Agreement section 6.01 G:

The parties hereby mutually agree that the general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (EJCDC C-700), as may be revised by Engineer and/or Owner's legal advisor.

2. The following are attached and shall become a part of this Agreement.

- a. **Attachment J-1: Conditions of Site Investigation, Hydrogeological and Geotechnical Related Engineering Services**

OWNER agrees to compensate ENGINEER and/or GEOTECHNICAL ENGINEER for any equipment decontamination or other costs incident such measures.

GEOTECHNICAL ENGINEER will notify OWNER when unanticipated hazardous materials or suspected hazardous materials are encountered. OWNER agrees to make any disclosures required by law to the appropriate governing agencies. OWNER also agrees to hold ENGINEER and GEOTECHNICAL ENGINEER harmless for any and all consequences of such disclosures. In the event the project site is not owned by OWNER, OWNER recognizes that it is OWNER's responsibility to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardous materials.

Notwithstanding any other provision of the Agreement, OWNER waives any claim against ENGINEER and GEOTECHNICAL ENGINEER and, to the maximum extent permitted by law, agrees to defend, indemnify, and save ENGINEER and GEOTECHNICAL ENGINEER harmless from any claim, liability, and/or defense costs for injury or loss arising from discovery of unanticipated hazardous materials or suspected hazardous materials, including, but not limited to, any costs created by delay of the project and any cost associated with possible reduction of the property's value.

OWNER will be responsible for ultimate disposal of any samples secured by GEOTECHNICAL ENGINEER which are found to be contaminated.

CONTRACTORS APPLICATION FOR PAYMENT No. 1

PROJECT:	City of Ritzville - Well 8 Replacement		
APPLICATION PERIOD:	thru 3/31/2022	APPLICATION DATE:	4/15/2022
TO (OWNER):	City of Ritzville		
FROM (CONTRACTOR):	Schneider Water Services		
VIA (ENGINEER):	Varela Engineering and Management		

This Period:

1. Total Earned This Period (not including tax)		<u>\$169,231.00</u>
2. Plus <u>8.00%</u> Sales Tax (of line 1)	\$13,538.48 = Amount earned Including Tax This Period	<u>\$182,769.48</u>
3. Less <u>5.00%</u> Retainage (of line 1)	\$8,461.55 = Amount Due This Period	<u>\$174,307.93</u>

To Date:

4. Bid Items Completed To-Date		<u>\$169,231.00</u>
5. Change Order Items To-Date (see attached list)		<u>\$0.00</u>
6. Total Earned To Date (Line 4 + Line 5)		<u>\$169,231.00</u>
7. Plus <u>8.00%</u> Sales Tax (of line 6)		<u>\$13,538.48</u>
8. Total Earned To-Date, Plus Sales Tax (Line 6 + Line 7)		<u>\$182,769.48</u>
9. Less <u>5.00%</u> Retainage (Cumulative To-Date) (of line 6)		<u>\$8,461.55</u>
10. Total Earned To-Date, Plus Sales Tax, Less Retainage (Line 8 - Line 9)		<u>\$174,307.93</u>
11. Less Amounts Previously Invoiced, Estimate Nos. _____, Line 10 of Previous Estimate		<u>\$0.00</u>
12. NET AMOUNT NOW DUE AND PAYABLE (should check with line 3)		<u>\$174,307.93</u>

Contractors Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

- (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
- (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and
- (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature

By: 

Date: 4-15-2022

Payment Recommended By: Ben Varela 4/15/22
 (Engineer) (Date)

Payment Approved by: _____ (Date)
 (Owner)

 Funding or Financing Entity (if applicable) (Date)

Distribution: one (1) copy each to Owner, Engineer, Contractor, Approving Agency

Ph: 206-622-2875
 TF: 800-426-6633
 Fax: 253-236-2997
nwsales@lncurtis.com
 DUNS#: 00-922-4163

CURTIS

TOOLS FOR HEROES

Northwest Division
 6507 South 208th Street
 Kent, WA 98032
www.LNCurtis.com
 Quotation No. 222199

Quotation

CUSTOMER:

Adams County Fire District 1
 108 North Adams Street
 Ritzville WA 99169

SHIP TO:

Adams County Fire District 1
 298 W 1st Ave #200
 Ritzville WA 99169

QUOTATION NO.

222199

ISSUED DATE

04/13/2022

EXPIRATION DATE

04/14/2022

SALESPERSON

Adam Sitton
asitton@lncurtis.com
 509-531-4944

CUSTOMER SERVICE REP

Heather Dodge
hdodge@lncurtis.com
 206-596-7910

REQUISITION NO.	REQUESTING PARTY	CUSTOMER NO.	TERMS	OFFER CLASS
	Joel Bell	C4647	Net 30	FR

F.O.B.

SP

SHIP VIA

Standard Shipping

DELIVERY REQ. BY

NOTES & DISCLAIMERS

Thank you for this opportunity to quote. We are pleased to offer requested items below. If you have any questions, need additional information, or would like to place an order, please contact your Customer Service Rep as noted above.

Safety Warning Notice: Products offered, sold, or invoiced herewith may have an applicable Safety Data Sheet (SDS) as prepared by the manufacturer of the product. Any handlers or users of product should refer to applicable SDS prior to handling or utilizing the product. Applicable SDS are included with shipment of products. For other important product notices and warnings, or to request an SDS, please contact Curtis or visit <https://www.lncurtis.com/product-notices-warnings>

LN	QTY	UNIT	PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	2	EA	G1 2216 SCBA MSA CUSTOM	G1 2216# Fire Service SCBA, As Below;	\$5,601.00	\$11,202.00

WARNING: This product contains PFAS to reduce the risk of parts sticking or becoming inoperable.

A-G1FS-242MA1C0LAA

- * CGA Quick Connect Remote Cylinder Connection
- * Standard Harness with Chest Strap
- * Metal Band Cradle Type
- * Adjustable Swivelling Lumbar Pad
- * Purge Cover Regulator Type, Left Shoulder (As Worn)
- * Continuous Regulator Hose Type
- * No Emergency Breathing Support
- * Left Chest (As Worn) Speaker Module
- * Pass Right Shoulder (As Worn)
- * Alkaline Battery Type

ORDINANCE NO. 2159
AN ORDINANCE OF THE CITY OF RITZVILLE, WASHINGTON AMENDING
CHAPTER 3.36 NUISANCES OF THE RITZVILLE CITY CODE.

WHEREAS, there is a need for amendment to Chapter 3.36 Nuisances of the Ritzville City Code to update abatement processes; and

WHEREAS, information in the ordinance was not current, and the abatement process was unclear and cumbersome; and

NOW THEREFORE, the City Council of the City of Ritzville does ordain as follows:

Section 1. Ritzville City Ordinance 1021, 1092, and 2006 Chapter 3.36 of the Ritzville City Code, together with all ordinances or parts thereof from which said code originated, are hereby amended as follows:

Sections:

3.36.010 Purpose.

3.36.020 Definitions.

3.36.030 Types designated.

3.36.040 Abatement – Notice Requirements.

3.36.050 Failure to abate – ~~Abatement by city.~~ City's Administrative Authority to Abate.

3.36.060 Abatement – ~~Resolution method.~~ Voluntary Abatement by Property Owner or Responsible Party.

~~3.36.065 Abatement – Junk vehicles.~~

3.36.70 Abatement – ~~By owner – Conditions.~~ Administrative Abatement by City.

3.36.75 Abatement – Junk Vehicles

3.36.080 Abatement – Immediate danger.

3.36.085 Abatement – Cost.

3.36.090 Diseased animal carcasses – Proper disposal.

3.36.100 ~~Unlawful acts.~~ Violation – Declared infraction.

3.36.030 Types designated.

Each of the following conditions, unless otherwise permitted by law, are declared to be unlawful public nuisances ~~is declared to constitute a public nuisance~~ and, whenever the enforcement officer determines that any of these conditions exist upon any premises or in any drainage way, the officer may require or provide for the abatement thereof pursuant to this chapter:

A. The existence of any weeds, trash, dirt, filth, the carcass of any animal, waste, shrubs, accumulation of lawn or yard trimmings, or other offensive matter;

B. The existence of any dead, diseased, infested or dying tree that may constitute a danger to street trees, streets or portions thereof;

C. The existence of any tree, shrub or foliage, unless by consent of the city, which is apt to destroy, impair, interfere or restrict the following:

1. Streets, sidewalks, sewers, utilities or other public improvements,
2. Visibility on, free use of, or access to such improvements;

D. The existence of any vines or climbing plants growing into or over any street tree or any public hydrant, pole or electrolier; or the existence of any shrub, vine or plant growing on, around or in front of any hydrant, standpipe, sprinkler system connection or any other appliance or facility provided for fire protection purposes in such a way as to obscure the view thereof or impair the access thereto;

E. The existence of any accumulation of materials or objects in a location when the same endangers property, safety or constitutes a fire hazard;

F. The existence of a sidewalk or a portion of a sidewalk adjacent to any premises which is out of repair and in a condition to endanger persons or property, or in a condition to interfere with the public convenience in the use of such sidewalk;

G. The existence of caterpillar infestation;

H. The burning or disposal of yardwork, garden waste, refuse, sawdust or any other material without a permit or not in such an area designated for such material;

I. The existence of any obstruction to a street, alley, crossing or sidewalk, and any excavation in or under any street, alley, crossing or sidewalk, which is by ordinance

7. Any trash, litter, rags, accumulations of empty barrels, boxes, crates, packing cases, mattresses, bedding, excelsior, packing hay, straw or other packing material, lumber not neatly piled, scrap iron, tin or other metal not neatly piled, or anything whatsoever in which flies or rats may breed or multiply or which may be a fire hazard;

K. The depositing or burning or causing to be deposited or burned in any street, alley, sidewalk, park, parkway, or other public place which is open to travel, of any hay, straw, paper, wood, boards, boxes, leaves, manure or other rubbish or materials;

L. The storage or keeping on any premises for more than 30 days of any used or unused building material, as defined in RCC 3.36.020(B), whose retail cost new would exceed \$100.00, without a special permit from the building official; provided, that nothing in this subsection shall do the following:

1. Prohibit such storage without a permit when done in conjunction with a construction project for which a building permit has been issued and which is being prosecuted diligently to completion,
2. Prohibit such storage without a permit upon the premises of a bona fide lumberyard, or dealer in building materials or other commercial enterprise, when the same is permitted under the zoning ordinance and other applicable laws,
3. Make lawful any such storage or keeping when it is prohibited by other ordinances or laws;

M. The existence of any fence or other structure or thing on private property abutting or fronting upon any public street, sidewalk or place which is in a sagging, leaning, fallen, decayed or other dilapidated or unsafe condition;

N. The existence on any premises of any unused or abandoned or junk trailer, house trailer, automobile, boat, or other vehicle or major parts thereof on city right-of-way or private property. A junk vehicle, boat or other vehicle is a vehicle, boat or other vehicle certified under

RCW 46.55.230, and all changes made by reference thereto, as meeting at least three of the following requirements:

grounds, or for the wrecking, disassembling, repair or rebuilding of automobiles, trucks, tractors, boats, or machinery of any kind, or for the storing or leaving of any machinery or equipment used by contractors, builders, or other persons, which said places are kept or maintained so as to essentially interfere with the comfortable enjoyment of life or property by others. Properly fenced shall mean sight-obscuring fence kept in good condition and shall meet zoning requirements of RCC Title 11 and Chapter 11.115 RCC. (Ord. 2006 § 1, 2006; Ord. 1021 § 4, 2001; Ord. 608 Art. 3, 1977).

3.36.040 Abatement – Notice Requirements.

After the enforcement officer has evidence that a public nuisance exists, the enforcement officer will relay such evidence to the City Clerk who ~~An enforcement officer appointed by the mayor having knowledge of any public nuisance,~~ shall cause any owner or other responsible person to be notified of the existence of a public nuisance on any premises, shall direct the owner or other responsible person to abate the condition within ten (10) days of the date on the Notice, and shall set a Show Cause hearing for the owner or responsible party in front of City Council should the nuisance not be abated within the ten (10) day time period. This Notice shall be personally served or sent by regular mail to the last known address. This Notice shall be substantially in the following form:

NOTICE TO ABATE UNSAFE OR UNLAWFUL CONDITION

TO: (Name and address of person notified)

As the property owner or responsible party of ~~owner, agent, lessee or other person occupying or having charge or control of the building, lots or premises at~~ _____ [insert address or sufficient description] you are hereby notified that the undersigned pursuant to Ordinance No. _____ has determined that there exists upon or adjoining said premises the following condition contrary to the provisions of sub-section ____ of Article III [insert nuisance condition].

Abatement is to be accomplished in the following manner: [insert manner of abatement]

You are hereby notified to abate said nuisance condition to the satisfaction of the undersigned within ten (10) days of the date of this Notice. If you do not voluntarily abate such condition within the time period provided above, you will be required to appear in front of City Council at a Show Cause hearing set for [insert date of hearing] at [insert time of hearing] at [insert location of hearing], in which the City will decide whether or not to administratively abate the condition at your expense in accordance with RCC 3.36.085.

3.36.060 Abatement – Resolution method. Voluntary Abatement by Property Owner or Responsible Party

A. ~~Abatement– Notice. Upon the discovery of a nuisance by the enforcement officer that is not an emergency, the city enforcement officer shall inform the City Clerk who shall order the property owner or responsible party to voluntarily abate the nuisance within ten (10) days of the date on the Notice. The order shall follow the Notice requirements provided in RCC 3.36.040, provide said land owner or other person owning, creating, keeping, maintaining or permitting the same at least 20 days to abate the nuisance. The order shall be served personally, or by first class mail, and shall describe with particularity the nature of the violation, the sections of the code or other laws which are being violated, and a description of the land where the nuisance is located.~~

B. If and when a property owner or other responsible person undertakes to abate any condition described in this chapter, whether by order of the City Clerk or otherwise, all needful and legal conditions pertinent to the abatement may be imposed by the enforcement officer. It is unlawful for the owner or other responsible person to fail to comply with such conditions.

C. Nothing in this chapter shall relieve any property owner or other responsible person of the obligation of obtaining any required permit to do any work incidental to the abatement. (Ord. 608 Art. 9, 1977).

~~B. Show Cause Hearing. Upon default of said land owner and/or other person owning, creating, keeping, maintaining or permitting the same to timely abate the nuisance as set forth in subsection (A) of this section, the city council shall then order a show cause hearing on the issue of why the city council should not adopt a resolution ordering the abatement of the nuisance on behalf of the city with the costs thereof to be charged against said land owner or other person owning, creating, keeping, maintaining or permitting the same and becoming a lien against the property. At least 10 days before the show cause hearing, the city shall notify the land owner of the land where the nuisance is located, as shown on the last equalized assessment rolls, and/or other person owning, creating, keeping, or maintaining or permitting the same of the city's intent to adopt such a resolution. The notice shall be served personally or by first class mail with a five-day return receipt requested, and shall state the date and time and place of the show cause hearing and shall describe with particularity the nature of the violation, the sections of the city code or other laws which are being violated and a description of the land upon which~~

~~date of the hearing on the question of abatement and removal of the vehicle or parts thereof as a public nuisance shall be personally served or mailed, by certified mail, with a five-day return receipt requested, to the owner of the land as shown on the last equalized assessment roll and the last registered and legal owner of record, unless the vehicle is in such condition that identification numbers are not available to determine ownership. The notice shall also state that the owner of the land may appear in person at the hearing or present a written statement in time for consideration at the hearing denying responsibility for the presence of the vehicle, or parts thereof, on the land, with his reasons for the denial.~~

~~D. The costs of administration or removal of the vehicle shall not be assessed against the property upon which the vehicle is located and the owner of land shall not be held liable for said costs if it is determined at the hearing that the vehicle or parts thereof were placed on his land without his consent and he has not subsequently acquiesced in their presence.~~

~~E. After notice has been given of the intent of the city to dispose of the junk vehicle and after a hearing, if requested, has been held, the vehicle or parts thereof found to be a nuisance or maintained in violation of the city code shall be removed at the request of a law enforcement officer with notice to the WSP and Department of Licensing that the vehicle has been wrecked. Except as otherwise provided herein, the costs of administration and removal shall be assessed against the registered owner of the vehicle, the owner of the land upon which the vehicle is located and shall become a lien upon the land, which lien shall be filed and foreclosed upon in the same time and in the same manner as provided by law for liens for labor and materials. The vehicle may be impounded and/or turned over to a registered disposer. (Ord. 2006 § 3, 2006).~~

3.36.070 Abatement – By owner – Conditions. Administrative Abatement by City.

~~A. If and when an owner or other responsible person undertakes to abate any condition described in this chapter, whether by order of the enforcement officer or otherwise, all needful and legal conditions pertinent to the abatement may be imposed by the enforcement officer. It is unlawful for the owner or other responsible person to fail to comply with such conditions. If no voluntary abatement was conducted by the property owner or other responsible party who received the Notice within the ten (10) day time period provided in the Notice, the City Clerk shall proceed with the Show Cause hearing with City Council on the issue of why the City Council should not adopt a resolution ordering the abatement of the nuisance on behalf of the city with the costs thereof to be~~

Council, and any such hearing or trial shall be "de novo," meaning the court shall be directly reviewing the action by the city as a new matter.

E. If the person who received the Notice did not appear at the Show Cause hearing, or if the person appeared and the City Council has found for the City Clerk, and there has been no appeal to superior or district court, the City Clerk is authorized by this chapter to proceed with appropriate administrative procedures, including but not limited to, using the City's personnel or a contractor, to abate the nuisance in any reasonable manner. The expense of such administrative abatement shall be in accordance with RCC 3.36.085.

3.36.075 Abatement – Junk vehicles.

A. The City Clerk may order the property owner or responsible party to remove junk motor vehicles or parts thereof along with other incidental machinery, scrap and parts from public or private property if it constitutes a nuisance as defined herein or is maintained in violation of the city's zoning ordinance. The order shall follow the Notice requirements provided in RCC 3.36.040.

B. If the property owner or responsible party does not remove the nuisance as requested in the Notice, the City Clerk may proceed in accordance with RCC 3.36.070,

C. Cost of Abatement of Junk Vehicles- The costs of administration or removal of the vehicle shall not be assessed against the property upon which the vehicle is located and the owner of land shall not be held liable for said costs if it is determined at the hearing that the vehicle or parts thereof were placed on his land without his consent and he has not subsequently acquiesced in their presence.

D. After Notice has been given and after a the Show Cause hearing, the vehicle or parts thereof found to be a nuisance or maintained in violation of the city code shall be removed at the request of the City Clerk with notice to the WSP and Department of Licensing that the vehicle has been wrecked. Except as otherwise provided herein, the costs of administration and removal shall be assessed in accordance with RCC 3.36.085. The vehicle may be impounded and/or turned over to a registered disposer. (Ord. 2006 § 3, 2006).

3.36.080 Abatement – Immediate danger.

Whenever any condition or use of property causes or constitutes, or reasonably appears to cause or constitute, an imminent or immediate danger to the health or safety of the public or a significant portion thereof, the City Clerk shall have the authority to summarily

by the city manager in an informal hearing. The city manager shall make a written determination as to whether or not the city's costs were accurate and necessary for accomplishing the abatement.

(3) Use of Collection Agency. Pursuant to Chapter 19.16 RCW, as currently enacted or hereafter amended, the city may, at its discretion, use a collection agency for the purposes of collecting penalties and costs assessed pursuant to this chapter. The collection agency may add fees or interest charges to the original amount assigned to collections as allowed by law. No debt may be assigned to a collection agency until at least 30 calendar days have elapsed from the time that the city attempts to notify the person responsible for the debt of the existence of the debt and that the debt may be assigned to a collection agency for collection if the debt is not paid. Notice of potential assignment to collections shall be made by regular first class mail to the last known address of the person responsible for the violation; provided, that inability to ascertain a current mailing address shall not prohibit the debt from being assigned to collections.

(4) Assessment Lien. If penalties or costs assessed against a property are not paid within 30 days, the city clerk may certify to the county treasurer the confirmed amount for assessment on the tax rolls. The county treasurer shall enter the amount of such assessment upon the tax rolls against the property for the current year and the same shall become a part of the general taxes for that year to be collected at the same time and with interest at such rates as provided in RCW 84.56.020, as now or hereafter amended, for delinquent taxes, and when collected to be deposited to the credit of the general fund of the city. The lien shall be of equal rank with the state, county and municipal taxes. The validity of any assessment made under the provisions of this chapter shall not be contested in any action or proceeding unless the same is commenced within 15 calendar days after the assessment is placed upon the assessment roll. The city attorney may also file a lien for such costs against the real property.

(5) Continuing Duty to Abate Violations. Payment of a monetary penalty or costs pursuant to this chapter does not relieve the person responsible for the violation of the duty to correct or abate the violation. Additional notices of violation may be issued and/or criminal charges filed for continuing failure to correct or abate a violation

A. ~~Additional Remedies for Cost Recovery~~ The costs and expenses may be assessed

Attest:

Approved as to form:

Julie Flyckt, Clerk-Treasurer

John Kragt, City Attorney

Vision Financial System Issues Report

April 2022

Background

The City of Ritzville contracts with Vision Municipal Services for the city's financial system since 2014. The system includes utility billing, receipting, payroll, and financials. The city also has an agreement with Vision for the cemetery program and IT services.

In December of 2021, Triple View purchased Vision. On March 11, 2022, Clerk-Treasurer Julie Flyckt and Deputy Clerk Treasurers Kim Smith and Michelle Asmussen had a zoom call with the company's owner to inquire about the status of Vision services and future plans.

Vision/Triple View Future Plans

The owner informed the city they are a company that acquires smaller companies with a focus of acquiring the smaller businesses that are providing municipality financial system services. Vision is the first company they have acquired and are planning on acquiring one to two more this year.

The owner provided the following **focus areas for the next year**:

1. **Customer Support:** They have promoted a Vision employee to a Customer Success Manager. This employee is the one the city connects with the most often as she provides the highest level of support. There will be three employees for support: the Customer Success Manager; the son of the former owner, who has been with Vision for around six years; and a part time employee, who was hired in the last year, but will leave in May to go back to school. Then they will hire another full-time employee once the part-time employee goes back to school.
2. **Value to the Customer:** One of their goals is to provide the best product and value to the customer.
3. **Providing Other Services and Products:** Introducing other products and services to serve their customers.
4. **Product Stabilization:** Focusing on stabilizing UB2 utility system as it has the most issues and improving the payroll system.

- **Tenant Data:** The tenant information on landlord accounts were not converted from UB to UB2. The file would have the landlord information but there was no data field for the tenant.
- **Functions in UB that are not included in UB2:**
 - Cannot apply deposit back to account.
 - Tenant on landlord account (was added a few months ago).
 - The reports that were provided in UB were not provided in UB2 as the city has to request developing the reports they need.
- **Monthly Bills:** The layout is confusing to customers as it does not show previous balance, payments, adjustments, and grand total in that correct order. Vision bills list water, sewer, garbage, taxes, total current charges, previous balance, total payments, and grand total in that order.
- **UB2 Screens:** Viewing accounts in UB2 is extremely confusing. It is challenging to understand the account balance on the main account screen as it does not match the current total on the screen.
- **Information on Multiple Screens:** There are multiple sections for different purposes, which requires multiple clicks to view the information on an account for payment, rates, meter readings/consumption, and property information. When you want to review an account, you have to go into multiple sections to find the data.
- **Locked Screen:** The biggest frustration is the account screen cannot be minimized on the desktop so you can view the other sections or accounts. This is especially cumbersome when staff are entering updates to an account and a customer comes in or the phone rings. They have to close out of the account and help the current customer, then go back to the other account and start changes over or may forget to go back to the other account due to the interruption.
- **New Properties:** Setting up new property is very cumbersome as the information has to be entered in multiple sections.
- **Invoice Cloud:** There are syncing between Vision and Invoice Cloud issues, which has decreased the number of users on that system. The system syncs daily and when the data in the Vision system is not compatible with Invoice

- **Vision Support:** The support provided by Vision staff has greatly decreased and response time will take days instead of the typical 24-hour turnaround. Below is a list of the current issues:
 - Support help tickets are not responded to in a timely manner:
 - Staff is having to submit multiple tickets for the same issue.
 - Triple View owner stated there was around 100 tickets in the queue on a daily basis in January, it is now down to 49. The ideal number is 25.
 - Closing out help tickets before the issue is resolved.
 - Staff turnover.
 - Updates occur in the system and no communication is provided to us. Staff has written procedures for UB2 and then when they follow the procedure the next time it does not work because there was an update.
 - There are limited training resources in writing and no video training available. There was a yearly conference which has not been held the past two years due to COVID.
- **Payroll System:**
 - **Holidays:** Adding in holidays in the system each year does not work. Staff works with Vision multiple times throughout the year, but each troubleshooting option still has not corrected the problem. Staff rely on a spreadsheet to provide the correct holiday hours.
 - **Payroll:** When payroll is ran in the system, it will remove salary pay for police officers. This is usually caught in the payroll review process, but it has gone through a few times unnoticed. Staff continue to work with Vision on this issue.
- **IT Services:**
 - **VCare:** The city has an agreement with Vision to provide IT services which is paid on an annual basis. All data is stored on the city server and each workstation has a copy of each application (UB2, payroll, financials) where the data is entered and stored on the server. There are multiple Microsoft licenses for each user and for the server. Vision provides IT support for those systems and VCare for workstation monitoring. The city is in the process of researching how

Conclusion

The list of issues with the UB2 system are greatly concerning and how it is impacting customers and staff. Customers are not trusting their bill is accurate and staff is spending too much time trying to troubleshoot and resolve issues. The support provided from Vision is minimal and their future plans will continue to provide limited support with the staff turnover they have experienced and the minimal number of employees they are planning to employ.

While Vision's plans to improve customer service and stabilize their system are solid business development steps, it will not meet the growing needs of the city and will not fix a utility system that does not currently have a functional foundation. It is also anticipated the annual agreement cost will increase in 2023 for a system that is no longer working for the city.

Benefits of Springbrook Express (BIAS)

Utility and Financial Systems

Owner: Mark Felchin

Sales: Jason Laulainen

Utility System

- Overall ease of clicking on data links to update the account, see property and meter data information, enter or update rates, etc.
- One account can have multiple meters (i.e. home and irrigation account)
- Non-Sufficient Funds (NSF) are tied to general ledger and BARS Codes. The NSF will be split among all of the associated BARS codes.
- Utility Bills are easier to understand with a previous balance, adjustments, and list of current charges, and then the total.
- Daily Deposit report can be done within the system and not on a separate Excel spreadsheet.
- Cash amounts, checks and EFTs are inputted in the daily deposit slip within the system (no longer need a separate slip).

Receipting

- Ability to receipt transactions on one screen with a total on the bottom of the screen. This helps with balancing daily deposits faster and no need to go in and out of screens.
- All receipts are tied to BARS codes and financials.

Payroll

- All benefit changes for the year are preloaded by Springbrook Express.
- Direct cost allocations can be established within in the system and no need for separate spreadsheet.

Financial System

- Treasurer report that will reconcile accounts each month and tied to the reconciliation and state auditors' schedule 6 report.
- Ease of running reports for specific line items (i.e. sales and use tax, salaries, etc.) without having to run a report for each fund.
- Reconciliation is easy to see on one screen as items are checked off as the transactions are compared to the bank statement.



Processing made simple!

Utility Billing

How it works for you

Springbrook Express Utility Billing is a fully integrated Financial (BARS^{FUND}) component. Every billed charge is independently tracked for accurate payment distribution to the right fund and revenue code.

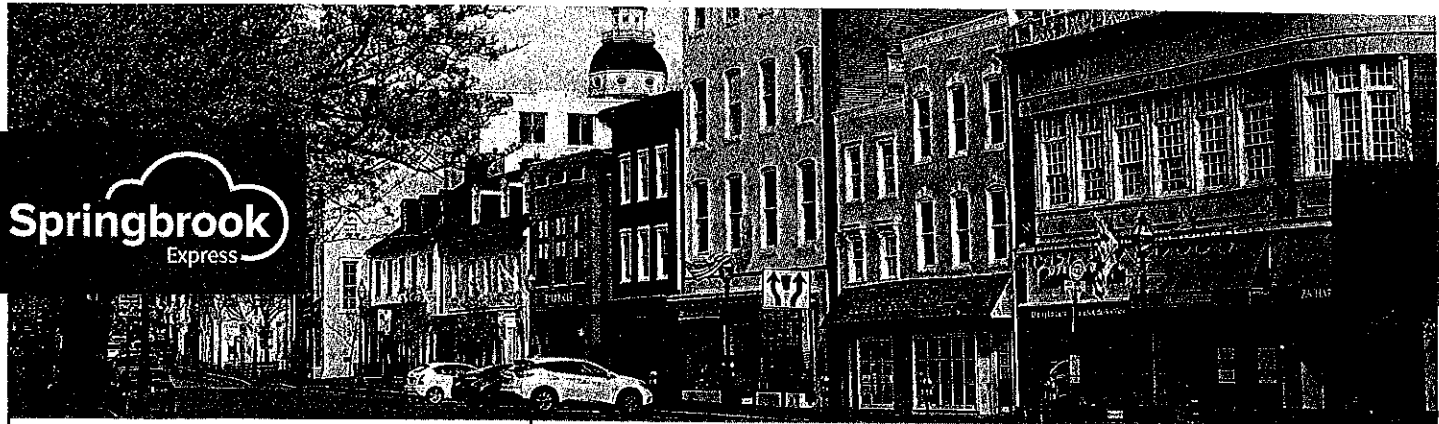
When customers call with questions, you can track and print their billing and payment history from one screen. Need to make an adjustment to a customer account? Springbrook Express Utility Billing makes it easy to manage. Utilize work order integration to generate tasks for your Public Works staff, and get their real-time input back into the billing system. Supervisors can quickly review adjustments, transactions, and work orders. Direct access to meter and location information is at your fingertips.

Springbrook Express Utility Billing is truly a comprehensive utility management system. It offers tremendous reporting capability and flexibility to help you manage accounts and analyze usage. Springbrook Express Utility Billing offers an array of customizable standard reports to get the job done whether you are doing a rate study, targeting problem meters for replacement, maximizing utility read route efficiency, or improving collections on past-due accounts.

KEY BENEFITS

- Compare and contrast your in-process bills with prior months (by dollars and usage) to spot errors and avoid making billing mistakes.
- Provides a one-stop billing solution to bill different sets of customers at different times.
- Seamlessly produce electronic or paper bills, by batch or individually, with custom bill formats.

Utility Control Panel							
Customers		Service Locations					
Add New	View	Delete	View Inactive	Activity	Notes	Add Meters	Audit Trail
Account	Name	Active	Balance	Service No.	Street No	Service Address	
2092	Alpine Veterinary	<input checked="" type="checkbox"/>		31500.00	208	LINCOLN W	
1878	Applin, Betty	<input checked="" type="checkbox"/>		10000.00	409	ASHN	
2078	Auto Suds Car Wash Center	<input checked="" type="checkbox"/>		30805.00	10	TAYLORS WAY	
1606	Avila, Guadalupe	<input checked="" type="checkbox"/>		1600.00	110	ELM N	
1566	Avila, Ramon	<input checked="" type="checkbox"/>		500.00	408	STEBEN E	
2036	BNSF Railway Co.	<input checked="" type="checkbox"/>		28400.00	313	DEPOT W	
1797	Baker, Dan	<input checked="" type="checkbox"/>	42.50	13700.10	314	HUMBOLDT E	
1785	Barajas, Jose Luis C	<input checked="" type="checkbox"/>	77.75	11300.10	113	WALNUT N	
1725	Barnes, Roy	<input checked="" type="checkbox"/>		6600.00	120	HUMBOLDT W	
1883	Barnier, Mike	<input checked="" type="checkbox"/>	81.15	19200.60	408	OAK N	
1942	Baumgarden, Harvey L	<input checked="" type="checkbox"/>	66.50	22100.10	532	LINCOLN W	
2315	Baumgarden, Harvey L	<input checked="" type="checkbox"/>	22.25	22100.00	534	LINCOLN W	
1870	Beaks, Gary & Teresa	<input checked="" type="checkbox"/>		18300.00	201	JEFFERSON W	
2058	Bell Design	<input checked="" type="checkbox"/>		29800.10	1000	STEBEN E	
2042	Benaventi's Pizza	<input checked="" type="checkbox"/>		28900.10	201	STEBEN W	



A time-savings application for recording all payments in a central location.

Cash Receipting

Must have for all organizations to make deposits **simple** and **intact**.

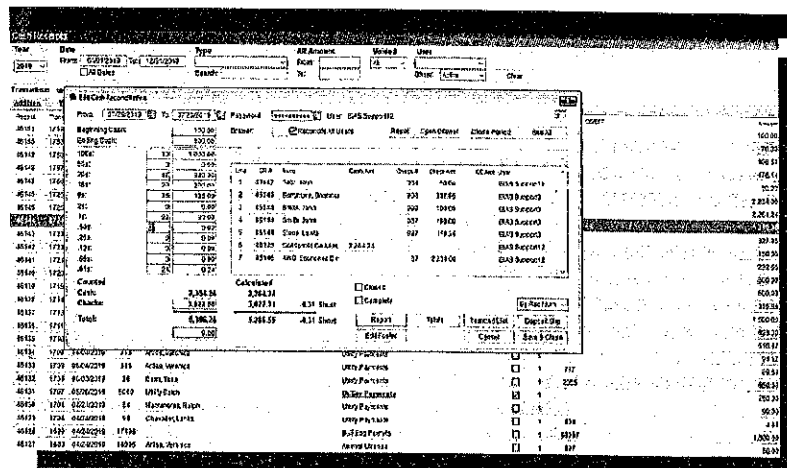
How it works for you

Springbrook Express Cash Receipting is a full accounts receivables and general billing solution that is integrated with all Springbrook Express applications.

Cash Receipting permits single input for **all monetary transactions** and accepts check, cash, EFT, and credit card payments. The optional Cash Drawer and Receipt Printer work in unison with the Cash Receipting software.

KEY BENEFITS

- Real-time posting to the General Ledger means no second-guessing if receipts have posted
- Quick access to customer balances from all Springbrook Express applications in one entry screen
- Automatic receipt numbering system eliminating the need for manual receipts
- Seamlessly reconcile your daily cash receipts within one screen
- Peace of mind knowing daily reconciliations are locked down preventing the day's activities from being altered
- Daily bank deposits are a breeze with auto-generated check deposit tape





Bring your financial story to life with true fund accounting software.

Springbrook Express Financial solutions integrate a fund-based suite of applications designed for the unique reporting needs of local governments.

How it works for you
 BARS^{FUND} is the anchor point for all Springbrook Express applications and is the foundation to the Integrated Chart of Accounts. This makes government financial reporting simple.

Want to know your total costs of compensation?
 Filter for those expense codes and get live, up-to-the-minute reports. All transactions are done in real-time instead of batch processing. Access to that transactional data can be had instantly with powerful drill-down capabilities and extensive on-screen reporting.

Control access with our flexible application-based user rights tools, and the security of integrated comprehensive audit trails. Data integrity is a must for accuracy in reporting!

Financials

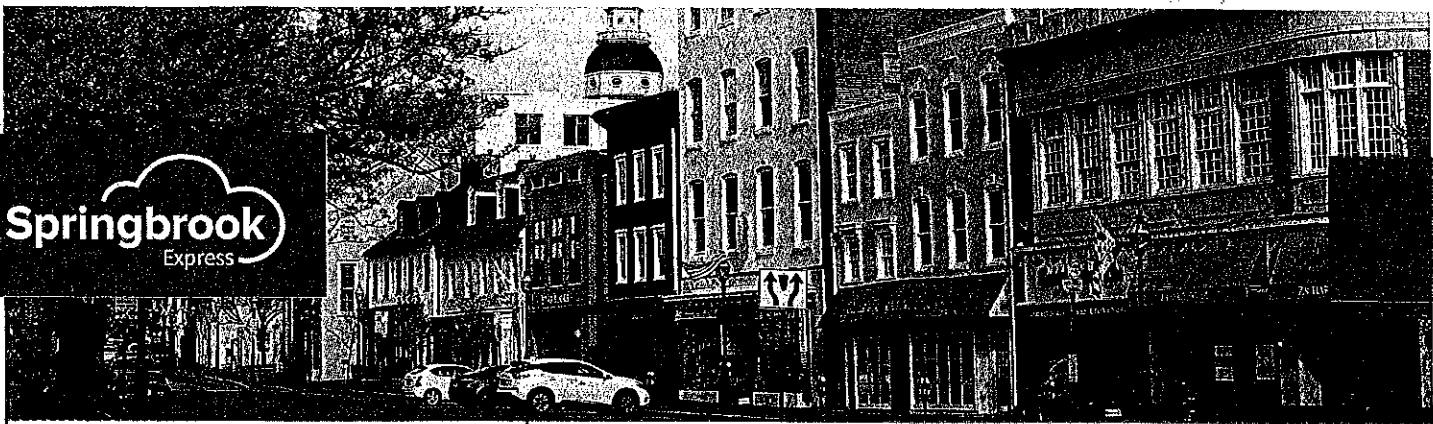
BARS^{FUND}

Because accuracy in reporting is a **must**.

KEY BENEFITS

- Intuitive real-time transaction processing and reporting makes error correction and adjustments easy and transparent.
- Get the data you want, at any time, with Springbrook Express Customized Excel Exporter.
- Built-in report templates with customizable filters to spend less time writing reports and more time analyzing your data.
- “Trust but Verify” transactions with integrated internal controls and audit trails.

Account	Description	Budget	YTD	Remaining	Appropriated	Posting	Prog	Dist	Stat	
001 522 10 48 05-05	Dues & Subscriptions	8,000.00	1,398.13	2,631.67		300	520	210		
001 522 11 11 01-00	Commissioners: Regular Public Meetings	13,880.00	1,824.00	11,056.00		300	520	211		
001 522 11 12 01-00	Commissioners: Other Meetings	3,500.00	1,918.00	1,582.00		300	520	211		
001 522 11 21 01-00	Commissioners: Payroll Taxes	1,500.00	287.79	1,212.21		300	520	211		
001 522 11 51 01-00	Election Charges	17,500.00		17,500.00		300	520	211		
001 522 20 11 01-00	Operations: Assistant Chief	135,000.00	19,550.00	115,450.00		300	520	220		
001 522 20 12 01-00	Operations: All Uniform Firefighters/EMTs	1,185,000.00	212,214.72	952,785.28		300	520	220		
001 522 20 15 01-00	Operations: Firefighter Overtime Allowance	150,000.00	12,476.81	130,523.19		300	520	220		
001 522 20 21 01-00	Operations: Benefits: Payroll Taxes	119,000.00	18,477.17	100,522.83		300	520	220		
001 522 20 22 01-00	Operations: Benefits: Medical Insurance	297,500.00	43,023.87	254,476.13		300	520	220		
001 522 20 23 01-00	Operations: Benefits: Retirement Funding	89,500.00	18,217.39	41,282.61		300	520	220		
001 522 20 31 01-00	FFEMT: Uniforms (Canteen)	7,500.00	1,020.77	6,479.23	5,852.16	100	05	700	520	220
001 522 20 31 02-00	Fire Supplies	5,000.00		4,981.27	18.73	500	520	220		
001 522 20 31 03-00	Radio Parts & Supplies	2,000.00		2,000.00		500	520	220		
001 522 20 32 01-00	Motor Fuel: All Vehicles Excluding Aid Cars	13,000.00	2,885.70	10,114.30		500	520	220		
001 522 20 35 01-00	Personal Protective Equip(PPE)/Carson	50,000.00	5,415.83	31,748.29	12,607.19	700	520	220		
001 522 20 35 02-00	Fire Equipment	3,000.00		3,731.66	1,268.45	500	520	220		



The most valuable asset: **people**

How it works for you

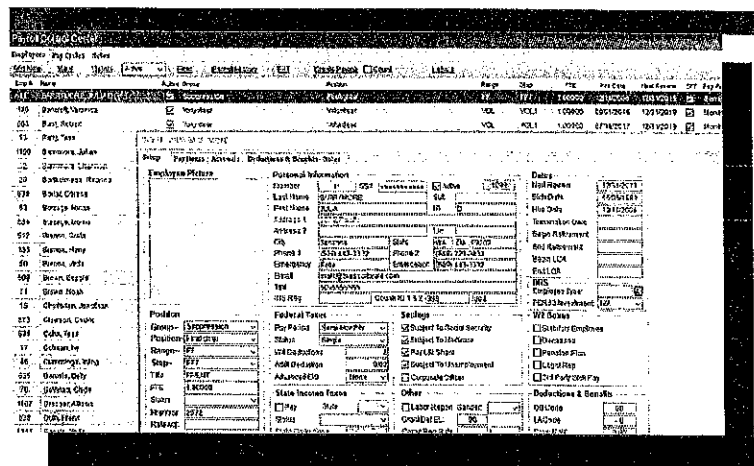
Like all Springbrook Express applications, Springbrook Express Payroll is completely integrated with Financials for automatic and seamless posting to the GL. It operates an "enter and calculate" principle that permits the user to see the results before finalizing the payroll. This allows a second look to ensure paycheck accuracy.

Checks can be printed on-the-fly or in a batch process for easy paycheck distribution. Pre-set your cost distribution to follow actual worked time or a percentage based allocation. Generate your tax and benefit payments and send them to AP with full distribution of costs that follow wages to your funds.

Payroll

KEY BENEFITS

- A state-of-the-art application that connects your employees to groups, positions, and steps you've built for maximum efficiency when managing payroll.
- Access all the steps you need to process payroll in one place with a click of the button.
- You can be confident your payroll will be correct with easy to read and interpret reports on the fly.
- Get payroll done faster by tapping into the Calculated Pay tools that run circles around the full service payroll providers.
- Capture payroll budgeting scenarios with an integrated and easy to use payroll budgeting component.



RITZVILLE PUBLIC DEVELOPMENT AUTHORITY
February 16, 2022

REGULAR MEETING MINUTES

The meeting was called to order at 6:44pm by President Erika Hennings at the Adams Conservation District office. Board members attending were Damon Roth and Mark Ryker.

Minutes: The meeting minutes from the January 17th, 2021 meeting were reviewed by the RPDA Board. A motion to approve both minutes was made by Damon, seconded by Mark. **MP**

Correspondence: None

Monthly Financial Report: The financial report was presented. The bank account balances as of 1/15/22 was \$21,538.00 in checking and as of 1/31/22 \$2,470.91 in savings.

Bills: City of Ritzville (check #1044) \$268.15 for utilities, Leffel, Otis and Warwick (checks #1045, #1046) \$260.00 for professional service and Todd Whitney for snow and ice removal in January (check #1047) \$95.00. A motion was made by Damon and seconded by Mark to accept the financial report and approve the bills as presented. **MP**.

Building/Historic Building: Erika reported that she had picked up the sconces for the bathroom. She will take them to the building so that Mark can install them on February 26th.

She also reported that she had a conversation with Rudy Plager who is the President of the Lind Historic Museum about the historic items that are still in the upstairs of the building. He said that he would be willing to come and get all these items when they needed to be moved. Dennis Chamberlain also reported to Erika that he had had a conversation with Jennifer Saunders and that the Ritzville Historic Society is interested in some of the items also.

The board discussed the Request for Proposals bid and decided to get some information to fill in the correct language for part II, number 3, possibly using language used by the City or other entities. Damon will work on getting a list of potential contractors from some other sources besides the City of Ritzville. Erika said that she had gotten the name of the contractor that did work on the Burrough's Home Museum, Authentic Restoration Services Inc. and the City was pleased with his work.

Erika also told the board that she had talked to John Bartels of Columbia Bank about an operating loan so that we would have funds to pay contractors before being reimbursed by the Commerce grant. Because of the early payment clause in the loan renewal with Columbia Bank it is likely that Columbia Bank will be our only commercial source for this loan.

Ag Discovery Center report: Derek Schafer called Erika with an update. He apologized that things are moving slowly as they are still working on the first platted area which does not include the Ag Discovery Center property donation. He will be presenting an update to the