

**WSB & ASSOCIATES, INC.
PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement (the "Agreement") is made as of the 29th day of July 2022, by and between the City of Blaine with an address of 10801 Town Square Drive NE, Blaine, Minnesota 55449 ("Client"), and WSB & Associates, Inc. dba WSB with offices located at 701 Xenia Avenue South, Suite 300, Minneapolis, Minnesota 55416 ("Consultant").

Client and Consultant, for the consideration enumerated herein, do hereby agree as follows:

SECTION 1 / GENERAL CONTRACT TERMS AND CONDITIONS

The General Contract Terms and Conditions shall be as set forth in Exhibit A.

SECTION 2 / SCOPE OF WORK

The scope of work to be performed by Consultant is set forth in Exhibit B. The work and services to be performed hereunder and described in Exhibit B shall be referred to herein and in the General Contract Provisions as the "Project".

SECTION 3 / COMPENSATION

The amount, method and timing for payment to the Consultant shall be in accordance with Exhibit C.

SECTION 4 / WORK SCHEDULE

The preliminary schedule of the work, if required, is set forth in Exhibit B.

SECTION 5 / CLIENT RESPONSIBILITIES

The client responsibilities are set out in Exhibit F.

SECTION 6 / SPECIAL CONDITIONS

Special conditions, if any, are as set forth in Exhibit G.

SECTION 7 / EXHIBITS

The following Exhibits are attached hereto and made a part of this Agreement:

- Exhibit A General Contract Provisions
- Exhibit B Scope of Work
- Exhibit C Compensation
- Exhibit D Insurance Schedule
- Exhibit E Rate Schedule
- Exhibit F Client Responsibilities
- ~~Exhibit G Special Conditions~~

All references to the "Agreement" in this Document and the Exhibits shall mean this Agreement and all of the Exhibits as one integrated Agreement

SECTION 8 / ACCEPTANCE OF AGREEMENT

Upon written acceptance of this Agreement by Client, Consultant shall commence the work. The undersigned hereby accept the terms and conditions of this agreement and Consultant is hereby authorized to perform the services described herein.

CLIENT: CITY OF BLAINE
ADDRESS: 10801 TOWN SQUARE DR NE
BLAINE, MN 55449

CONSULTANT: WSB & ASSOCIATES, INC. dba WSB
ADDRESS: 701 XENIA AVENUE SOUTH
SUITE 300
MINNEAPOLIS, MN 55416

BY: _____
NAME: _____
TITLE: _____

BY: _____
NAME: _____
TITLE: _____

**EXHIBIT A
GENERAL CONTRACT PROVISIONS**

ARTICLE 1 – PERFORMANCE OF THE WORK

Consultant shall perform the services under this Agreement in accordance with the care and skill ordinarily exercised by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with its services.

ARTICLE 2 – ADDITIONAL SERVICES

If the Client requests that the Consultant perform any services which are beyond the scope as set forth in the Agreement, or if changed or unforeseen conditions require the Consultant to perform services outside of the original scope, then, Consultant shall promptly notify the Client of cause and nature of the additional services required. Upon notification, Consultant shall be entitled to an equitable adjustment in both compensation and time to perform.

ARTICLE 3 – SCHEDULE

Unless specific periods of time or dates for providing services are specified in a separate Exhibit, Consultant's obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services. The Client agrees that Consultant is not responsible for damages arising directly or indirectly from any delays for causes beyond Consultant's control.

ARTICLE 4 – REUSE AND DISPOSITION OF INSTRUMENTS OF SERVICE

All documents, including reports, drawings, calculations, specifications, CADD materials, computers software or hardware or other work product prepared by Consultant pursuant to this Agreement are Consultant's Instruments of Service and Consultant retains all ownership interests in Instruments of Service, including copyrights. The Instruments of Service are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other project. Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) that are signed or sealed by Consultant. Files in electronic format furnished to Client are only for convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. Consultant makes no representations as to long term compatibility, usability or readability of electronic files.

If requested, at the time of completion or termination of the work, the Consultant may make available to the Client the Instruments of Service upon (i) payment of amounts due and owing for work performed and expenses incurred to the date and time of termination, and (ii) fulfillment of the Client's obligations under this Agreement. Any use or re-use of such Instruments of Service by the Client or others without written consent, verification or adaptation by the Consultant except for the specific purpose intended will be at the Client's risk and full legal responsibility and Client expressly releases all claims against Consultant arising from re-use of the Instruments of Service without Consultant's written consent, verification or adaptation.

The Client will, to the fullest extent permitted by law, indemnify and hold the Consultant harmless from any claim, liability or cost (including reasonable attorneys' fees, and defense costs) arising or allegedly arising out of any unauthorized reuse or modification of these Instruments of Service by the Client or any person or entity that acquires or obtains the reports, plans and specifications from or through the Client without the written authorization of the Consultant. Under no circumstances shall transfer of Instruments of Service be deemed a sale by Consultant, and Consultant makes no warranties, either expressed or implied, of merchantability and fitness for any particular purpose. Consultant shall be entitled to compensation for any consent, verification or adaptation of the Instruments of Service for extensions of the Project or any other project.

ARTICLE 5 – PAYMENTS

Payment to Consultant shall be on a lump sum or hourly basis as set out in the Agreement. Consultant is entitled to payment of amounts due plus reimbursable expenses. Client will pay the balance stated on

the invoice unless Client notifies Consultant in writing of any disputed items within fifteen (15) days from the date of invoice. In the event of any dispute, Client will pay all undisputed amounts in the ordinary course, and the Parties will endeavor to resolve all disputed items. All accounts unpaid after thirty (30) days from the date of original invoice shall be subject to a service charge of 1-1/2% per month, or the maximum amount authorized by law, whichever is less. Consultant reserves the right to retain instruments of service until all invoices are paid in full. Consultant will not be liable for any claims of loss, delay, or damage by Client for reason of withholding services or instruments of service until all invoices are paid in full. Consultant shall be entitled to recover all reasonable costs and disbursements, including reasonable attorney fees, incurred in connection with collecting amounts owed by Client. In addition, Consultant may, after giving seven (7) days' written notice to Client, suspend services under this Agreement until it receives full payment for all amounts then due for services, expenses and charges. Payment methods, expenses and rates may be more fully described in Exhibit C and Exhibit E.

ARTICLE 6 – OWNERSHIP RIGHTS AND RESTRICTIONS.

Subject to the terms of this Agreement and upon receipt by Consultant of full payment of all fees and charges hereunder, Client will own and have all right, title and interest to any items delivered by Consultant pursuant to Exhibit B (Deliverables), excluding Background IP (as defined below). Consultant, or its third-party licensors, as applicable, shall retain exclusive ownership of all Background IP. "Background IP" means all Source Code (as defined below), object code, third-party software, technology, systems, strategies, processes, methods, techniques, ideas, experience, information, know-how, patents, trademarks, copyrights, designs, developments, or other proprietary rights that are used or delivered by Consultant hereunder, which were pre-existing or conceived, created or developed by Consultant, alone or with others. Subject to the terms of this Agreement and upon full payment of all fees and charges hereunder.

Consultant grants Client a limited, non-exclusive, non-transferrable, non-sublicensable license to use the Background IP (excluding Source Code) if embodied in the Deliverables solely in connection with Client's internal use of such Deliverables. To the extent a Source Code license is expressly identified as a Deliverable under Exhibit B, then subject to the terms of this Agreement and upon full payment of all fees and charges hereunder, Consultant grants Client a limited, revocable, non-exclusive, non-transferrable, non-sublicensable, royalty-free license to use, modify, or create derivative works from, such Source Code, all for Client's internal business purposes only. Accordingly, Client shall not copy, use, publish, perform, distribute, disseminate or exploit Source Code or any derivatives thereof for any commercial purpose or otherwise share, disclose or transmit Source Code or any derivatives thereof with or to any third party. "Source Code" means a text listing of commands to be compiled or assembled into an executable computer program, which is licensed to Client by Consultant pursuant to Exhibit B.

ARTICLE 7 – THIRD-PARTY SOFTWARE.

Certain Deliverables may contain or require the use of Third-Party Software (as defined below). Consultant makes no representation or warranty of any kind, express or implied, with respect to any Third-Party Software. Accordingly, Consultant shall have no liability or responsibility whatsoever on account of the failure, malfunction, or use of any Third-Party Software, and same are hereby waived by Client. Any Third-Party Software delivered to Client by Consultant is delivered "AS IS" and with "ALL FAULTS". "Third-Party Software" means all software and documentation that is not owned by Consultant which is incorporated into or used with a Deliverable. All Third-Party Software will be subject to such third party's applicable license terms and conditions for such software, a copy of which is available to Client upon request from such third party, contained in such third party's software installation package, and/or available on such third-party's website. Client hereby agrees to comply with and be bound by such license terms and conditions. Except with regard to Third-Party Software, which is identified as a Deliverable under Exhibit B, Client shall be solely responsible for obtaining and maintaining licenses for all other Third-Party Software. Further, Consultant shall not be responsible for any royalties or other consideration that may become due and payable with respect to Client's use, licensing or integration of Third-Party Software.

ARTICLE 8 – INSURANCE

Consultant has procured general and professional liability insurance. On request, Consultant will furnish client with a certificate of insurance detailing the precise nature and type of insurance, along with applicable policy limits. Additional Insurance requirements are listed in Exhibit D.

ARTICLE 9 – TERMINATION OR SUSPENSION

If Consultant's services are delayed or suspended in whole or in part by Client, or if Consultant's services are delayed by actions or inactions of others for more than sixty (60) days through no fault of Consultant, Consultant shall be entitled to either terminate its agreement upon seven (7) days written notice or, at its option, accept an equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect reasonable costs incurred by Consultant in connection with, among other things, such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

This Agreement may be terminated by either party upon seven (7) days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination. In the event of termination Consultant shall be compensated for services performed prior to termination date, including charges for expenses and equipment costs then due and all termination expenses.

This Agreement may be terminated by either party upon thirty (30) days' written notice without cause. Consultant shall upon termination only be entitled to payment for the work performed up to the Date of termination. In the event of termination, copies of plans, reports, specifications, electronic drawing/data files (scripts), field data, notes, and other documents whether written, printed or recorded on any medium whatsoever, finished or unfinished, prepared by the Consultant pursuant to this Agreement and pertaining to the work or to the Project, (hereinafter "Instruments of Service"), shall be made available to the Client upon payment of all amounts due as of the date of termination. All provisions of this Agreement allocating responsibility or liability between the Client and Consultant shall survive the completion of the services hereunder and/or the termination of this Agreement.

ARTICLE 10 – INDEMNIFICATION

The Consultant agrees to indemnify and hold the Client harmless from any damage, liability or cost to the extent caused by the Consultant's negligence or willful misconduct.

The Client agrees to indemnify and hold the Consultant harmless from any damage, liability or cost to the extent caused by the Client's negligence or willful misconduct.

ARTICLE 11 – WAIVER OF CONSEQUENTIAL DAMAGES

The Consultant and Client waive claims against each other for consequential damages arising out of or relating to this contract. This mutual waiver includes damages incurred by the Client for rental expenses, for loss of use, loss of income, lost profit, project delays, financing, business and reputation and for loss of management or employee productivity or of the services of such persons; and (2) Damages incurred by the Consultant for principal office expenses including the compensation for personnel stationed there, for losses of financing, business and reputation and for loss of profit except anticipated profit arising directly from the Work. The Consultant and Client further agree to obtain a similar waiver from each of their contractors, subcontractors or suppliers.

ARTICLE 12 – WAIVER OF CLAIMS FOR PERSONAL LIABILITY

It is intended by the parties to this Agreement that Consultant's services shall not subject Consultant's employees, officers or directors to any personal legal exposure for the risks associated with this Agreement. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Consultant, and not against any of Consultant's individual employees, officers or directors.

ARTICLE 13 – ASSIGNMENT

Neither Party to this Agreement shall assign its interest in this agreement, any proceeds due under the Agreement nor any claims that may arise from services or payments due under the Agreement without the written consent of the other Party. Any assignment in violation of this provision shall be null and void. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Consultant or Client. This Agreement is for the exclusive benefit of Consultant and Client and there are no other intended beneficiaries of this Agreement.

ARTICLE 14 – CONFLICT RESOLUTION

In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Client and Consultant agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation as a precondition to any formal legal proceedings.

ARTICLE 15 – CONFIDENTIALITY

The Consultant agrees to keep confidential and not to disclose to any person or entity, other than the Consultant's employees, subconsultants and the general contractor and subcontractors, if appropriate, any data and information furnished to the Consultant and marked CONFIDENTIAL by the Client. These provisions shall not apply to information in whatever form that comes into the public domain, nor shall it restrict the Consultant from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for the Consultant to complete services under the Agreement or defend itself from any suit or claim.

ARTICLE 16 – AVAILABLE INSURANCE PROCEEDS AND LIMITATION OF LIABILITY

Consultant maintains professional liability insurance with a liability limit of not less than \$2,000,000 per claim. The Consultant's total liability to Client shall not exceed the total available insurance policy limits per claim available to Consultant under its professional liability insurance policy. Client hereby agrees that to the fullest extent permitted by law, the Consultant's total liability to Client for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to or arising from this Agreement from any cause or causes including, but not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty (Client's Claims) shall not exceed the total policy limits available to Consultant under its professional liability insurance policy for settlement or satisfaction of Client's Claims under the terms and conditions of the Consultant's professional liability insurance policy applicable hereto.

Client and Consultant each further agree that neither will be responsible for any incidental, indirect, or consequential damages (including loss of use or loss of profits) sustained by the other, its successors or assigns. This mutual waiver shall apply even if the damages were foreseeable and regardless of the theory of recovery plead or asserted.

ARTICLE 17 – CONTROLLING LAW

This Agreement is to be governed by the laws of the State of Minnesota. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, including but not limited to claims for negligence or breach of warranty, that is not settled by nonbinding mediation shall be settled by the law of the State of Minnesota.

WSB & ASSOCIATES, INC.

**EXHIBIT B
SCOPE OF WORK
ENTERPRISE ASSET MANAGEMENT SYSTEM (EAMS) NEEDS ASSESSMENT
AND REQUEST FOR PROPOSALS (RFP) DEVELOPMENT
BLAINE, MINNESOTA**

The Client intends to retain Consultant to provide professional services for the Enterprise Asset Management System (EAMS) Needs Assessment and Request For Proposals (RFP) Development, City of Blaine, Minnesota. The Scope of Services is outlined below.

ARTICLE B.1 – SCOPE OF SERVICES

B.1.1 PROJECT MANAGEMENT

(1) Project Management

Consultant will:

- A. Use a flexible approach to conducting needs assessments. This will be integrated with a project management process built to provide effective day-to-day management of the overall work program, facilitate effective communication, and provide project coordination so the project is successfully completed on time, within budget and with high quality.
- B. Kick off the project by meeting with the Client's project leadership team to identify project communication channels, adjust the work plan, and develop a risk management plan.

(2) Status Reports and Invoices

Consultant will:

- A. Review the Client's Enterprise Asset Management (EAM) vision and develop an action plan for task B.1.2.
- B. Facilitate quality reviews and prepare monthly project progress reports and invoices.

B.1.2 DEVELOP STRATEGIC EAM VISION AND OBJECTIVES:

(1) Vision Meetings

Consultant will:

- A. Work with the Client project leadership team to define asset management and understand the Client's EAM vision.
- B. Lead business leaders through a visioning exercise to develop an EAM vision for Client.
- C. Work with key departmental stakeholders to define strategic enterprise goals, objectives, needs, and the metrics that will be used to define success. Techniques will include the following: brainstorming, white boarding, demonstrations, and risk management exercises.

(2) Draft Vision and Objectives

Consultant will:

- A. Form a common, foundational knowledge of Asset Management across the departments and divisions who will participate in this project.

B.1.3 NEEDS ASSESSMENT

(1) Assessment Planning:

Consultant will:

- A. Work with project leadership to determine which staff should participate in the needs assessment.
- B. Conduct needs assessment meetings which will be 30 to 90-minute meetings focused on individual departments and divisions aimed at assessing group needs and connections to other Client departments and divisions.

(2) Review of Materials/Surveys

Consultant will:

- A. Review materials from the Client that may be relevant to the Client's asset management practices, including documents such as the Client's strategic plan and other existing EAMS documentation. The intent is to take advantage of any existing insights included in these documents.
- B. Develop surveys and other pre-meeting materials that will be provided to staff before the interviews occur to streamline the process and make efficient use of staff time.

(3) Interviews with Key Stakeholders

Consultant will:

- A. Interview all departments and divisions about the Client's work order and asset management practices. These interviews will assess the perceived strengths, weaknesses, and gaps in business process. These interviews will also identify system architecture requirements for a future EAMS.

(4) Conduct In-Person, Real-Time Self-Assessment

Consultant will:

- A. Schedule and facilitate a half-day workshop with Client staff. The workshop will be interactive in sharing interview results and Consultant will facilitate discussions around key topic areas. The intent is to engage across Client departments and divisions to get a cross-section of the staff to candidly discuss the strengths, weaknesses and gaps that need to be closed to improve asset management.
- B. Produce a consensus of key EAMS needs.
- C. Identify risks to the successful implementation of the EAMS.

(5) Draft Needs Assessment and System Architecture Requirements

Consultant will:

- A. Draft a needs assessment listing the strengths and weaknesses of PubWorks, as well as identifying priorities for future EAMS needs. The assessment will be based upon the stated objectives from the interviews and workshop.
- B. Develop comprehensive system architecture requirements for stakeholder review.
- C. Provide a draft needs assessment to Client staff for review.

(6) Review Available Vendors

Consultant will:

- A. Work with Client staff to discuss potential EAMS vendors that fit for the Client.

B. Schedule meetings with the vendors for preliminary meetings.

(7) Finalize Road Map and Plan

Consultant will:

- A. Combine the information from the needs assessment and the vendor review to develop a road map for the Client with the goal of providing immediate next steps and actions for the Client to follow. The road map will include the following:
- (1) Recommended pre-implementation tasks
 - (2) Costs of software, data conversion, implementation, and maintenance
 - (3) Timeline with implementation prioritization
 - (4) Critical path timeline of staffing and resource requirements
 - (5) Skill assessments and training needs including consultant requirements

B.1.4 DEVELOP RFP for EAMS

(1) Build Evaluation Model

Consultant will:

- A. Build an evaluation model and interview scripts for the Client to conduct the software selection process using the following steps:
- (1) Issuing an RFP
 - (2) Shortlisting three to five vendors for interview based on the evaluation model for the written RFP response
 - (3) Shortlisted vendor demos focused on scripts that will show Client staff how a day in their life would look with each software solution
 - (4) Ranking the software demos based on established scoring criteria

(2) Finalize RFP Documentation

Consultant will:

- A. Develop the final documentation required for the RFP, including the following:
- (1) Scope of work (SOW) for EAMS implementation
 - (2) Documentation of roles to be fulfilled by EAMS vendor project manager
 - (3) Requirements of vendor work plan including documentation developed in task B.1.3

(3) Executive Summary and Communication Plan

Consultant will:

- A. Provide an executive summary that clearly articulates the overall strategy, road map and return on investment (ROI) the EAM will provide to the Client for presentation to Client leadership. The presentation is expected to be similar to an executive summary of the process and recommendations.
- B. Provide high-level stakeholder communication materials with references to the detailed needs assessment documentation. The primary purpose of these materials is to continue communication while considering upcoming changes to city council representatives and additional Client staffing changes.

ARTICLE B.2 – ASSUMPTIONS

Consultant has based the scope of work and fee upon the following assumptions:

- B.2.1 The Client will make all required staff available to meet with Consultant staff for the needs assessment and RFP development.

- B.2.2 Consultant stresses the following key factors for successful project management and will apply them to this project: Clear and open communications, effective issue resolution, scope management, budget and schedule management, facilitation of decisions/approvals, quality control, risk assessment, and thorough documentation.

ARTICLE B.3 – EXCLUSIONS

- B.3.1 The following items are excluded from this Agreement; however, Consultant can provide these professional services for additional compensation by amendment to this Agreement.

- (1) RFP Evaluation and Interview Support.
- (2) EAMS Implementation Support.
- (3) Post Go-Live Support.

- B.3.2 The following items are excluded from the Agreement and are the responsibility of the Client.

- (1) Purchasing and providing all EAMS software and the IT resources required to implement, manage and maintain the EAMS.

**EXHIBIT C
COMPENSATION
ENTERPRISE ASSET MANAGEMENT SYSTEM (EAMS) NEEDS ASSESSMENT
AND REQUEST FOR PROPOSALS (RFP) DEVELOPMENT
BLAINE, MINNESOTA**

The Client shall pay the Consultant for Basic Services rendered on an hourly basis with a not-to-exceed fee of \$49,715 as mutually agreed to and deemed fair and reasonable for the particular work to be performed.

Consultant's current fee schedule with hourly rates is attached to this contract as Exhibit E. The rate schedule is for 2022; and will remain in effect for services rendered through December 31, 2022.

The fee schedule will be evaluated on an annual basis by the Consultant and adjusted to account for inflation and other factors. The Consultant will submit a revised fee schedule prior to December 31 on an annual basis. The following represents the compensation terms:

ARTICLE C.1 – PROJECTS

Compensation for the scope of services as outlined in Exhibit B is detailed below. The estimated fees will not be exceeded without Client authorization.

Project Management.....	\$5,602
Develop Strategic EAM Visions and Objectives	\$3,596
Needs Assessment	\$32,581
Develop RFP for EAMS	\$7,936
TOTAL	\$49,715

ARTICLE C.2 – INDEPENDENT CONSULTANTS

The cost of services performed by independent consultants or agencies for environmental evaluation, soil testing, laboratory services, or other services will be billed to the Client at the Consultant's cost with no markup.

ARTICLE C.3 – PAYMENT FOR REVISIONS OR OTHER WORK

If the Client directs that revisions be made to the plans and specifications following approval of the plans and specifications by the Client or if the City Council directs Consultant to perform other work, the Consultant shall be compensated for the cost of such revisions at the hourly fee. The Consultant shall be given additional compensation when additions consist of enlargement or extension of the project. Additional compensation will be on the same basis as agreed to for the original plans and specifications.

ARTICLE C.4 – RECEIPT OF PAYMENT

In order to receive payment for services, the Consultant shall submit monthly invoices describing in detail the services performed in accordance with this contract. Separate statements shall be submitted for each project, or a detailed breakdown shall be furnished showing the distribution of charges to each project. The Client shall pay Consultant upon receipt of each monthly invoice.

ARTICLE C.6 – EXPENSES

Consultant shall be reimbursed for reasonable expenses related to the scope of services of this contract and/or individual projects. The Consultant shall be reimbursed for the actual cost of the expenses, without markup. Typical expenses include, but are not limited to, the following:

- Permit fees
- Plan and specification reproduction fees
- Costs related to the development of project photos

The following shall not be considered reimbursable expenses:

- Mileage
- Mobile phone usage
- Computer equipment time
- Preparation and reproduction of common correspondence
- Mailing

**EXHIBIT D
INSURANCE SCHEDULE**

GENERAL LIABILITY

Broker:	Marsh & McLennan Agency, LLC	
Type of Insurance:	Commercial General Liability	
Coverage:	General Aggregate	\$4,000,000
	Products-Comp/Ops Aggregate	\$2,000,000
	Personal & Advertising Injury	\$2,000,000
	Each Occurrence	\$2,000,000
	Damage to Rented Premises	\$100,000
	Medical Expenses (Any one person)	\$25,000

AUTOMOBILE LIABILITY

Broker:	Marsh & McLennan Agency, LLC	
Type of Insurance:	Any Auto	
Coverage:	Combined Single Limit	\$2,000,000

UMBRELLA

Broker:	Marsh & McLennan Agency, LLC	
Coverage:	Each Occurrence/Aggregate	\$10,000,000

WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY

Broker:	Marsh & McLennan Agency, LLC	
Coverage:	<u>Statutory</u>	
	Each Accident	\$ 1,000,000
	Disease-Policy Limit	\$ 1,000,000
	Disease-Each Employee	\$ 1,000,000

PROFESSIONAL LIABILITY

Broker:	H. Robert Anderson and Associates, Inc.	
Coverage:	Each Claim	\$ 2,000,000
	Annual Aggregate	\$ 2,000,000

Certificates of Insurance will be provided upon request.

2022 Rate Schedule



	Billing Rate/Hour
PRINCIPAL ASSOCIATE	\$162 - \$206
SR. PROJECT MANAGER SR. PROJECT ENGINEER	\$162 - \$206
PROJECT MANAGER	\$143 - \$159
PROJECT ENGINEER GRADUATE ENGINEER	\$97 - \$158
ENGINEERING TECHNICIAN ENGINEERING SPECIALIST	\$62 - \$154
LANDSCAPE ARCHITECT SR. LANDSCAPE ARCHITECT	\$73 - \$154
ENVIRONMENTAL SCIENTIST SR. ENVIRONMENTAL SCIENTIST	\$60 - \$151
PLANNER SR. PLANNER	\$75 - \$159
GIS SPECIALIST SR. GIS SPECIALIST	\$72 - \$159
CONSTRUCTION OBSERVER	\$98 - \$128
SURVEY	
One-Person Crew	\$159
Two-Person Crew	\$207
OFFICE TECHNICIAN	\$56 - \$97

Costs associated with word processing, cell phones, reproduction of common correspondence, and mailing are included in the above hourly rates. Vehicle mileage is included in our billing rates [excluding geotechnical and construction materials testing (CMT) service rates]. Mileage can be charged separately, if specifically outlined by contract. | Reimbursable expenses include costs associated with plan, specification, and report reproduction; permit fees; delivery costs; etc. | Multiple rates illustrate the varying levels of experience within each category. | Rate Schedule is adjusted annually.

**EXHIBIT F
CLIENT RESPONSIBILITIES**

The Client's responsibilities related to the services to be provided by Consultant are generally as set out below. These responsibilities can be modified through Supplemental Agreements.

In order to permit the Consultant to perform the services required under this Agreement, the Client shall, in proper time and sequence and where appropriate to the Project, at no expense to the Consultant:

ARTICLE F.1

Provide available information as to its requirements for the Project, including copies of any design and construction standards and comprehensive plans which the Client desires Consultant to follow or incorporate into its work.

ARTICLE F.2

Guarantee access to and make all provisions for the Consultant to enter upon public and private lands to enable the Consultant to perform its work under this Agreement.

ARTICLE F.3

Provide such legal, accounting and insurance counseling services as may be required for this Project.

ARTICLE F.4

Notify the Consultant whenever the Client observes or otherwise becomes aware of any defect in the Project construction or design.

ARTICLE F.5

Designate a Client Representative with authority to transmit and receive instructions and information, interpret and define the Client's policies with respect to services rendered by the Consultant, and authority to make decisions as required for Consultant to complete services required under this Agreement.

ARTICLE F.6

Act promptly to approve all pay requests, Supplemental Agreements, or request for information by Consultant as set out below.

ARTICLE F.7

Furnish data (and professional interpretations thereof) prepared by or services performed by others, including where applicable, but not limited to, previous reports, core borings, sub-surface explorations, hydrographic and hydrogeologic surveys, laboratory tests and inspection of samples, materials and equipment; appropriate professional interpretations of the foregoing data; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic and utility surveys; property description; zoning, deed and other land use restrictions; and other special data.

ARTICLE F.8

Require all Utilities with facilities in the Client's Right of Way to Locate and mark said utilities upon request, Relocate and/or protect said utilities as determined necessary to accommodate work of the Project, submit a schedule of the necessary relocation/protection activities to the Client for review and comply with agreed upon schedule.

ARTICLE F.9

Review all reports, sketches, drawings, specifications and other documents prepared and presented by the Consultant, obtain advice of legal, accounting and insurance counselors or others as Client deems necessary for such examinations and render in writing decisions pertaining thereto.

ARTICLE F.10

Where appropriate, endeavor to identify, remove and/or encapsulate asbestos products or materials or pollutants located in the project area prior to accomplishment by the Consultant of any work on the Project.

ARTICLE F.11

Provide record drawings and specifications for all existing physical plants of facilities which are pertinent to the Project.

ARTICLE F.12

Provide the foregoing in a manner sufficiently timely so as not to delay the performance by the Consultant of the services in accordance with the Contract Documents.

ARTICLE F.13

Consultant shall be entitled to rely on the accuracy and completeness of information or services furnished by the Client or others employed by the Client. Consultant shall endeavor to verify the information provided and shall promptly notify the Client if the Consultant discovers that any information or services furnished by the Client is in error or is inadequate for its purpose.

ARTICLE F.14

Client shall bear all costs incidental to compliance with the requirements of this article.