

BURLINGTON WATER DISTRICT

ENGINEERING SERVICES CONTRACT – ENGINEER OF RECORD

THIS AGREEMENT entered into this date 10/27/2022, by and between the BURLINGTON WATER DISTRICT, a municipal corporation existing by and under the laws of the State of Oregon, herein referred to as “DISTRICT”, and CURRAN-McLEOD, INC., whose address is 6655 S.W. Hampton, Suite 210, Portland, Oregon 97223, hereinafter referred to as “ENGINEER”.

SERVICES. The ENGINEER agrees to act as the DISTRICT’s Engineer of Record in providing Engineering services on an as-needed basis; the scope of services is at the discretion of the DISTRICT, but may include:

1. Assisting operations staff with technical and regulatory issues relating to technology, operation and maintenance of DISTRICT infrastructure, and assisting DISTRICT Staff and Commissioners with questions and concerns from the public about these issues.
2. Coordinating with regulatory agencies, adjacent municipalities, utilities and other concerned parties related to the DISTRICT;
3. Assisting with the evaluation of new service requests by reviewing plans, providing design recommendations, and inspecting new construction, including interacting with the public, developers and contractors requested by District.
4. Assisting with determination of rates and charges and System Development Charges;
5. Assisting the DISTRICT in securing funding for planning and infrastructure improvement projects through available grant/loan programs;
6. Performing/preparing conceptual studies, preliminary engineering, final design, engineers estimates, bidding, and construction review of DISTRICT infrastructure improvements;
7. Assist the DISTRICT as may be needed in the administration of the DISTRICT’s development code and water ordinances.
8. Attend monthly meetings and perform field visits if requested and;
9. Perform any other engineering services as requested by the DISTRICT relating to planning, technical, administrative, and operational needs.

This contract permits but does not require the DISTRICT to direct all engineering services to the Engineer of Record.

2. **COMPENSATION.** The DISTRICT will pay for ENGINEERING services according to the following:

- Standard Hourly Rate Schedule, Attached as Exhibit "A", is subject to revision annually. Revisions, if any, will be submitted to the DISTRICT for review and approval.
- Either time and materials, or a negotiated budget specific to a defined scope of work. Estimates of engineering cost and budgets shall be provided upon request of the owner and prepared without cost.

There shall be no change in these payment terms without a signed amendment to this agreement.

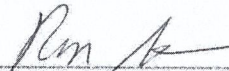
3. **INDEPENDENT ENGINEER RELATIONSHIP.** The ENGINEER is an independent contractor and is not an employee, servant, agent, partner, or joint ventures of the DISTRICT. The DISTRICT shall determine the work to be done by the ENGINEER, but the ENGINEER shall determine the means by which it accomplishes the work specified by the DISTRICT. The DISTRICT is not responsible for withholding and shall not withhold FICA or taxes of any kind from any payments which it owes the ENGINEER.

Neither the ENGINEER nor its employees shall be entitled to receive any benefits which employees of the DISTRICT are entitled to receive and shall not be entitled to workers compensation, unemployment compensation, medical insurance, life insurance, paid vacations, paid holidays, pensions, profit sharing or Social Security on account of their work for the DISTRICT.

4. **BUSINESS OF ENGINEER.** The ENGINEER is engaged in the business of providing the services described in Paragraph 1 above. Upon request, ENGINEER shall provide copies of documents verifying the ENGINEER's business entity status, tax identification numbers and occupational licenses.
5. **RISK, RELEASE, AND INDEMNITY.** The ENGINEER agrees to indemnify, and save harmless the DISTRICT, its officers, Councilors, and employees from and against all claims and actions, and all reasonable expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the negligent acts, errors or omissions of the ENGINEER or the ENGINEER's employees. The ENGINEER shall indemnify the DISTRICT for the defense costs and damages incurred by the DISTRICT to the extent of the ENGINEER's negligence, as determined by a court of law or by proportional out of court settlement.
6. **COMPREHENSIVE GENERAL AND AUTOMOBILE LIABILITY INSURANCE.** The ENGINEER must maintain comprehensive general (including contractual liability) and automobile liability insurance in the amount of not less than \$2,000,000 combined single limit per occurrence / \$2,000,000 general annual aggregate for personal injury and property damage for the protection of the DISTRICT, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death or damage to property, including loss of use thereof, in any way related to ENGINEER's or any of ENGINEER's subcontractor's performance of this Contract.

7. **PROFESSIONAL LIABILITY INSURANCE.** The ENGINEER must maintain professional liability insurance in an amount of not less than \$2,000,000 per claim. Such insurance shall include limited contractual liability coverage and shall provide for thirty days prior written notice to the DISTRICT in event of cancellation. The ENGINEER shall endeavor to use good faith to maintain in force such coverage for not less than three (3) years following completion of the Project. The DISTRICT, at its option, may require a complete copy of the above policy and evidence of required coverage.
8. **NO ASSIGNMENT.** The ENGINEER may not assign any of its rights or duties under agreement without this prior written consent of the DISTRICT.
9. **PAYMENT.** The DISTRICT shall remit to the ENGINEER within 30 days after receipt and approval of the ENGINEER's invoice for services rendered.
10. **NOTICES.** All notices given or so sent hereunder shall be sent by United States mail, postage prepaid, addressed to the respective party at the address set forth on the signature page hereof, or to such other addresses that the parties shall designate in writing from time to time.
11. **TERMINATION OF PRIOR AGREEMENTS.** This agreement cancels and terminates, as of its effective date, all prior agreements between the parties covering Engineer of Record services whether written or oral or partly written or partly oral.
12. **GOVERNING LAW.** This agreement shall be governed and construed in accordance with Oregon law.
13. **SIGNATURES.** Both the DISTRICT and the ENGINEER agree to the above and have executed this agreement on the dates shown above.

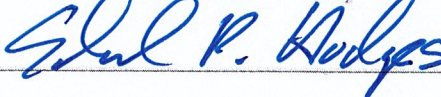
BURLINGTON WATER DISTRICT

Signature: 

Name/Title: CHAIR, BWD

Date: 10/27/2022

CURRAN-McLEOD, INC.

Signature: 

Name/Title: Edward P. Hodges, P.E. Principal

Date: 10/22/22

STANDARD HOURLY RATES

Effective July 1, 2022

Senior Principal Engineer	\$ 165.00
Principal Engineer	155.00
Project Engineer/Manager	145.00
Design Engineer/Manager	120.00
Design Technician/Inspector	90.00
Graphics Technician	80.00
Word Processing	70.00
Sub-Consultants	At Cost

REIMBURSABLE EXPENSES

CURRAN-McLEOD, INC. does not routinely invoice any reimbursable expenses. Auto expense, meals, travel, lodging, communication, publishing, and miscellaneous operating costs are all included in our established hourly rates and project budgets.