

TASK ORDER NUMBER TEN
AGREEMENT TO FURNISH ENGINEERING SERVICES
for
SERVICES DURING CONSTRUCTION

This Task Order provides for professional engineering services to be performed by SOUNDWEST ENGINEERING ASSOCIATES, INC. (hereinafter the Engineer), for **The Port of Illahee** (hereinafter the Owner), in accordance with Article 1 of the Agreement to Furnish Engineering Services for Project, dated **October 1, 2019** (hereinafter the Agreement). All provisions of the Agreement are incorporated by reference. This Task Order represents an authorization to proceed with the scope of services, terms & conditions, schedule, and compensation described herein. This Task Order, when executed by both parties, shall become a supplement to and updated part of the Agreement.

ARTICLE 1. SCOPE OF SERVICES

The Engineer agrees to furnish the following professional engineering and related services in connection with the Owners' Waterfront Improvements, Public Pier, and Dock Rehabilitation Project (Project).

Objective:

Assist the Owner with preparation of construction plans and documents and services during construction for the Project.

Anticipated Activities:

- 1) Assist the Owner with review of construction bids received and provide relevant recommendations.
- 2) Participate in the Owners grant funding process as requested by providing project related information so that the Owner may better manage tasks related to grant funding for the project.
- 3) Prepare for and attend a pre-award meeting with the low bid contractor. In cooperation with the Owner, evaluate information obtained during the pre-award meeting and make recommendations to the Owner relative to project award. Upon direction from the Owner, issue notice of Award to the low bid contractor.
- 4) Review the preliminary plans and other contract documents previously prepared for proposals only. Incorporate additional information and/or make revisions to the proposal only plans including pre-award meeting information and inclusion of bid period addenda. Finalize design plans and construction documents for the project and prepare conformed documents for construction contract execution.
- 5) Assist the Owner in administering execution of a construction contract based on the conformed documents. Upon direction from the Owner, issue a notice to proceed to the contractor.
- 6) Assist with contractor and agency coordination relative to project construction permits and associated requirements.
- 7) Conduct review of all required construction submittals received from the contractor.
- 8) Perform part-time construction observation including related activities such as but not limited to correspondence, related travel, preparation for meetings and site visits, and various related administrative tasks.
- 9) Perform in-office construction administration assistance tasks including review of contractors' progress payment requests, RFI's, schedule updates, and status of activities.

- 10) Assist the Owner with Project close-out requirements following completion of the construction process.

ARTICLE 2. TERMS & CONDITIONS

The following additional terms and conditions are associated with this task order:

- 1) The Schedule of Estimated Costs attached hereto is an estimated level of effort only. The Engineer cannot and does not offer any form of guarantee that the estimated costs therein will be sufficient to complete all necessary effort to finalize construction to the Owners satisfaction. While the Engineer will make its' best efforts to work efficiently within the costs estimated, the Owner is advised to reserve a professional services contingency fund in the event required effort exceeds the estimate. The Schedule of Estimated Costs represents only a proposed budget allowance for services under this task order.
- 2) The Engineer is aware of the potential for petroleum contaminated soils within the project limits and further, that there is always a possibility of encountering hazardous materials of various types on this project. The Engineer is not qualified to provide professional recommendations relative to hazardous materials and the Owner agrees that the Engineers scope of work shall not be expected or construed to provide professional services related to any hazardous materials. The Owner will continue to separately employ the services of SLR International Corporation (or similarly qualified consultant) for professional services related to hazardous materials as necessary. The Owner maintains all responsibility and liability with regard to any hazardous materials pertaining to the project.
- 3) The Engineer will not perform physical testing to confirm constructed works fully meet construction specifications. It is anticipated that most standard tests will be performed by the contractor and submitted to the Engineer for the purpose of verifying that testing was completed and appears to meet the intent of the construction contract specifications. If the Owner desires additional physical testing and/or quality assurance testing the Owner will authorize such testing under a separate task order or separate contract.
- 4) The Owner and not the Engineer shall be held responsible for all impacts to the project resulting from the requirements of any regulatory agency or Tribal entity having jurisdiction over the project. The Engineer will not be able to sign any certifications required by regulatory or funding agencies, unless the Engineer agrees and is closely involved in those aspects during construction. Additional engineering required by regulatory agencies not set forth herein must be approved by Engineer.
- 5) All limitations of liability and waivers with regard to this Task Order Number Ten are set forth in the Agreement. However, upon execution of this Task Order Ten, the Engineer shall be required to maintain the following insurance:
 - a) General Business Liability - \$1M each occurrence and \$2M aggregate limits.
 - b) Professional Liability - \$1M per claim and \$1M aggregate limits.
- 6) The Owner shall ensure sufficient insurance and specialty coverage exists to cover the project. Further, as set forth in the bid documents of September of 2024, the Owner shall ensure the construction contractor maintains the required insurance under the construction contract, naming both the Owner and the Engineer as additional insureds.
- 7) The Engineer makes no personal guarantees and no shareholder, officer, director, manager or employee of Engineer shall be personally liable to the Owner or any other party related to the project.
- 8) Commissioner Jim Aho shall be the Owner's project manager related to the Engineers services, performance of Task Order Ten and associated invoices, and performance of the construction contract. Any matters of concern related to performance of the Engineer's services and performance of the construction contract shall be discussed in executive session if allowed pursuant to RCW 42.30.110 and/or directed to the Owners administrator via email who shall immediately forward such emails to the Owners project manager and the

Engineer. The Owners project manager shall have the responsibility to determine if any topic of public discussion related to the project may be subject to RCW 42.30.110 and allowed to be discussed in Executive Session, in which case the Owner's project manager shall immediately defer further discussion of such topic as indicated above. General project information and progress updates shall be prepared in advance of regularly scheduled commission meetings by the Owner's project manager and/or the Engineer. The Engineer shall maintain the right to review and comment on said updates prior to any form of distribution to the public. In the event Commissioner Aho is unable to perform these duties through project completion, former Commissioner Jon Buesch will be appointed as the Owner's project manager.

ARTICLE 3. SCHEDULE

It is anticipated that those services listed above under Article 1 Scope of Services, and further detailed in the attached schedule of estimated costs, are to be completed during the time period from December 18, 2024 through December 31, 2025.

ARTICLE 4. COMPENSATION

The budget allowance for those services described above under Article 1, Scope of Services, shall not exceed \$286,177.00 without the prior written consent of the Owner. The attached schedule of estimated costs represents the estimated allocation of effort and cost. The budget allowance shall be paid in accordance with the following schedule:

- Soundwest - PM; \$215 per hour plus any agreed direct expenses, including but not limited to the fixed fee of \$16,370, as set forth on the attached schedule, due and payable within 30 days of the final execution of this Task Order Ten.
- Bannon Engineering – Senior Civil Engineer; \$150.00 per hour.
- Geotechnical, Structural, Environmental; Actual invoice to Soundwest plus 10%
- Other professional services managed by Soundwest; as agreed in subsequent task order or amendment to this task order #10.

The Owner agrees that Engineer is acting only as agent related to management of subconsultant professional services and Engineer has no primary or secondary liability for such professional services.

ACCEPTANCE – TASK ORDER NUMBER TEN:

SOUNDWEST ENGINEERING ASSOC. INC.

By: John Piccone
JOHN PICCONE, PRESIDENT

Date: 12-19-2024

THE PORT OF ILLAHEE

By: Jim Aho
JIM AHO, COMMISSIONER

By: Jeffrey Rupert
JEFFREY RUPERT, COMMISSIONER

By: Eric Hall
ERIC HALL, COMMISSIONER

Date: December 19, 2024

