



“INSIDE THE ENGINEER’S STUDIO”



THE “STUDIO”

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 - Preliminary Design Phase
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Mr. Jeffrey T. Cochran, PE
Experience: 35+ Years
B.S. Engineering – Virginia Tech



The Lane Group

Big Stone Gap, Virginia
316 East Fifth Street South
Big Stone Gap, VA. 24219

Chilhowie, Virginia
124 Depot Avenue
Chilhowie, VA. 24319

Galax, Virginia
119 North Main Street
Galax, VA. 24333

Radford, Virginia
6580 Valley Center Dr., Suite 327
Radford, VA. 24141



Mr. Samuel P. Carroll, PE
Experience: 11 Years
B.S. Engineering Tech. – ODU



B&B Consultants, Inc.

South Hill, Virginia
212 E. Ferrell Street
South Hill, Virginia 23970

South Boston, Virginia
706 Hamilton Boulevard
South Boston, Virginia 24592

Chase City, Virginia
306 E. Third Street
Chase City, Virginia 23924

Owner-Engineer Agreement

- Owner is to furnish any available information in its possession pertinent to the Project.
- Owner recognizes and acknowledges Engineer's services and expertise do not include services such as accounting, legal, "municipal advisor," etc.
- Engineer and Owner shall comply with applicable Laws and Regulations.
- Engineer will comply with Owner policies, procedures, and instructions applicable to the Project that are provided in writing and consistent with professional practice requirements.

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the Controlling Law.

**STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES
FUNDING AGENCY EDITION
HICKORY FLATS WASTEWATER
IMPROVEMENT PROJECT – PHASE III**

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

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This document has been approved and endorsed by

The Associated General Contractors of America



and the

Construction Specification Institute



Hickory Flats Improvement Project Improvements – Phase III
EJCDC E-510 Standard Form of Agreement Between Owner and Engineer for Professional Services, Funding Agency Edition
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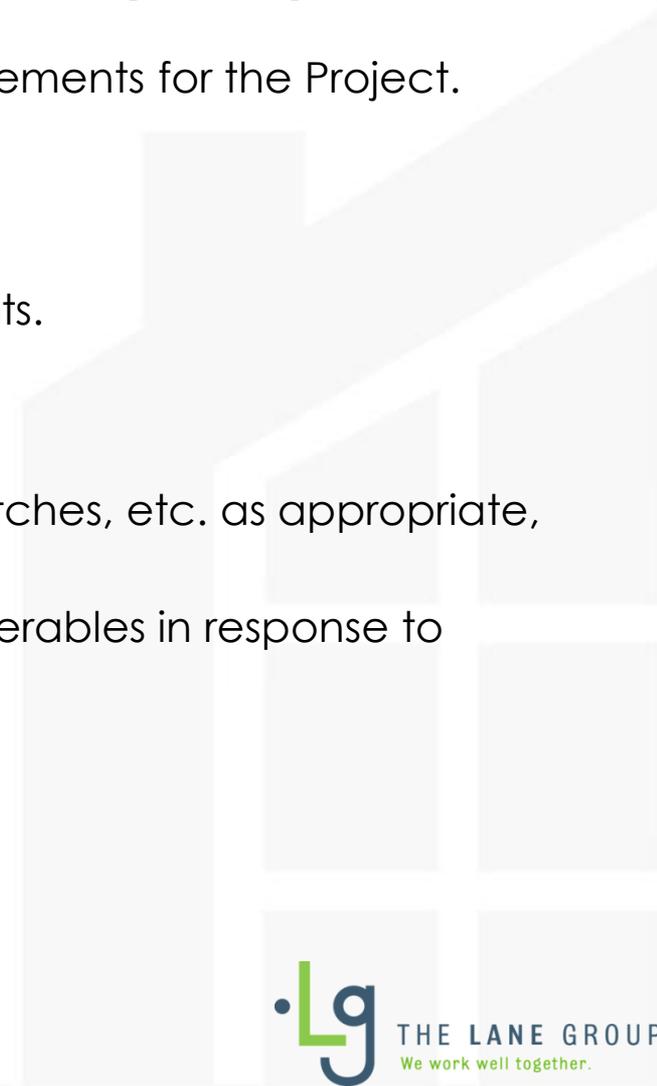
Owner-Engineer Agreement - Continued

- Owner provides reviews, approvals, and permits of project documents in a timely manner.
- Furnish to Engineer Owner's anticipated cost for services to be provided by others (including, but not limited to, accounting, bond, financial, legal, etc.) which compromise Total Project Cost
- Authorize Engineer to provide Additional Services.
- Engineer shall Maintain Project documentation on file for five years following completion or termination of its services.
- The term "Engineer" and "Architect" may be used interchangeably.



Study & Report Phase

- Consult with Owner to define and clarify Owner's requirements for the Project.
 - Design objectives and constraints
 - Budgetary limitations
 - Identify available data, information, reports, etc.
- Identify potential solution(s) to meet project requirements.
- Study and evaluate the potential solution(s).
- Generate an opinion of probable cost
- Prepare "Report" which contain schematic layouts, sketches, etc. as appropriate, with Engineer's recommended solution(s).
- Revise the Report and other Study & Report Phase deliverables in response to Owner's comments.



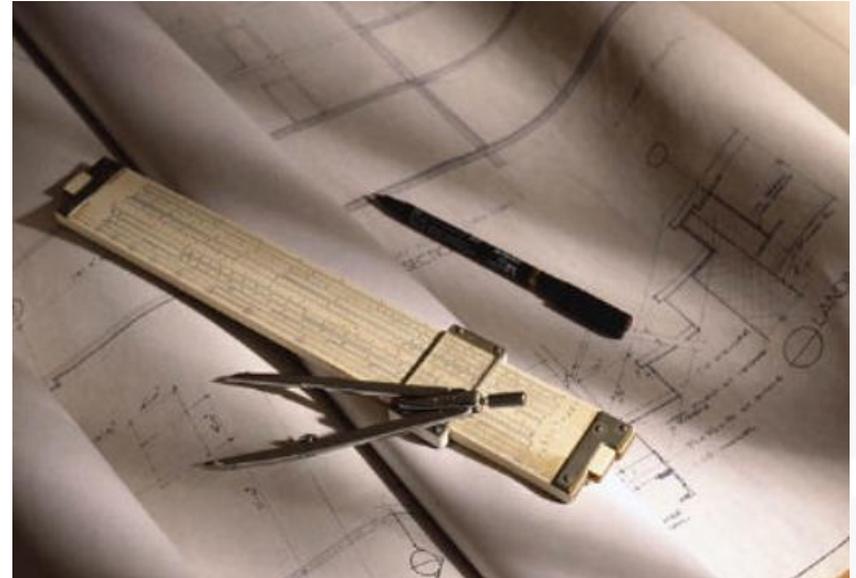
Study & Report Phase - *Continued*

- Submit to funding or regulatory agencies, as required.
- Address funding or regulatory agencies comments and secure approval.
- Furnish copies of the final Report and other deliverables to Owner.
- Study & Report Phase is considered complete on the delivery date to Owner.



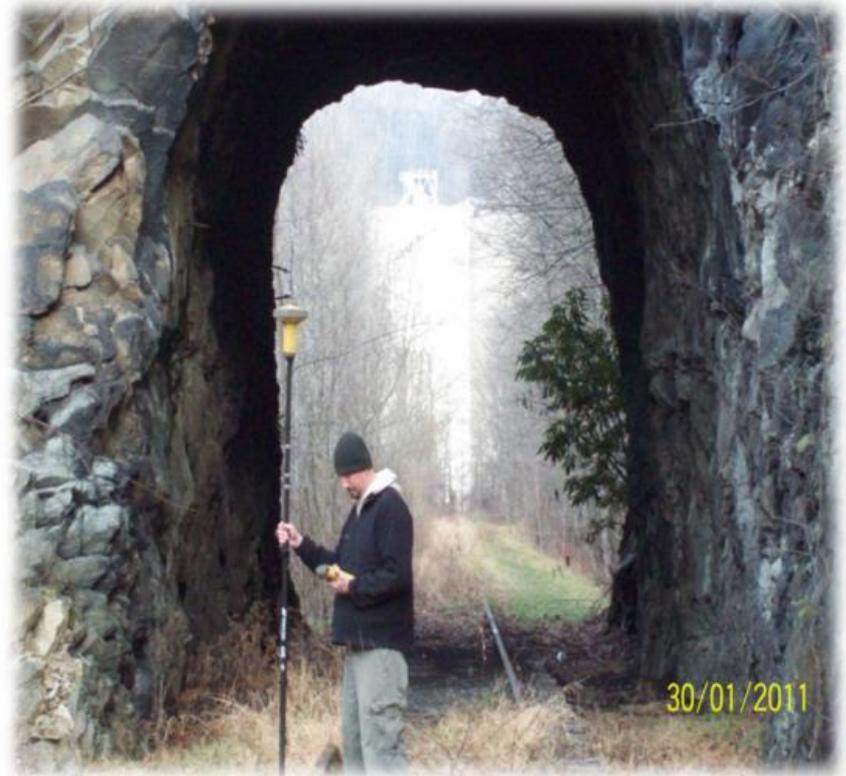
Preliminary Design Phase

- Prepare final design criteria, preliminary drawings, outline specifications, written Project descriptions, etc.
- Conduct necessary field surveys, topographic and utility mapping for design.
- Visit the Project site, as needed.
- Advise Owner if additional reports, data, information, or services are necessary, assisting Owner in obtaining such.
- Prepare a revised opinion of probably construction cost.
- Furnish Preliminary Design Phase documents, opinion of probable construction cost, and other deliverables to Owner for review and comment.



Preliminary Design Phase - Continued

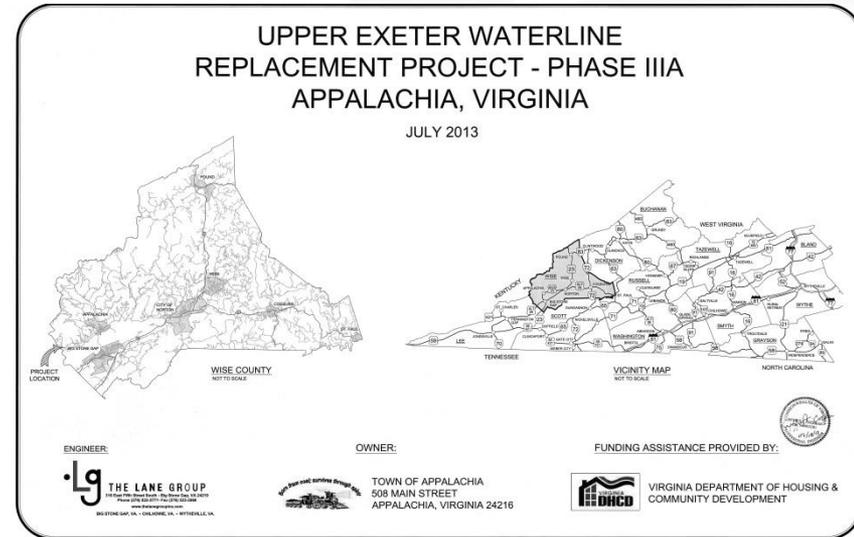
- Revise Preliminary Design Phases documents and other deliverables per Owner's comments, as appropriate.
- Submit to funding or regulatory agencies for review, as required.
- Address funding or regulatory agencies comments and secure approval.
- Attend Progress Meetings with Owner, funder(s) and Grant Administrator(s).
- Preliminary Design Phases is considered complete on the delivery date to Owner.



30/01/2011

Final Design Phase

- Prepare Bid/Construction Document (“CD” – drawings and specifications) defining Project scope, extent, and character.
- Visit the Project site, as needed.
- Identify easements or other property acquisition, as needed (refer to Additional Services).
- Generate governmental agency and private sector (i.e. railroad) permit documents; submit for review and approval.
- Perform additional studies, as required (refer to Additional Services).
- Revise the CD’s per permitting authorities requirements.
- Update the construction opinion of probably cost.



Final Design Phase

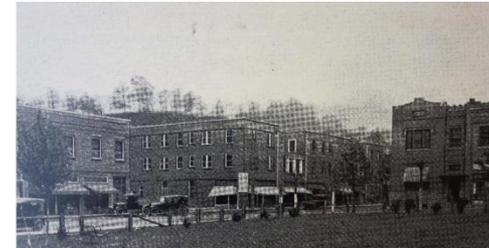
- Secure funding agency inserts and bidding requirements.
- Assemble CD's and submit to funding or regulatory agencies for review, as required.
- Address funding or regulatory agencies comments and secure approval.
- Attend Progress Meetings with Owner, funder(s) and Grant Administrator(s).
- Final Design Phase is considered complete upon receipt of authorization to advertise.

St. Paul Business District Revitalization Project

St. Paul, Virginia

Project #: 2011-0079
June 29, 2012

Project Manual



Prepared By:

Frazier Associates
213 North Augusta Street
Staunton, Virginia 24401

Additional Services

- Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or government grants, loans, or advances.
- Preparation, review or revisions to Preliminary Engineering Report.
- Preparation or review of environmental assessments and impact statements.
- Preparing easement and permits, other than governmental agency.
- Furnishing services of Consultants for other than Basic Services, i.e., environmental studies, etc.
- Property surveys or related engineering services needed for easements or property acquisition.



Additional Services – Continued

- Securing User Agreements and Income Surveys and, conducting Davis-Bacon interviews.
- Services to:
 - Create as-built drawings
 - Conduct tests or investigations or existing conditions or facilities.
 - Verify the accuracy of drawings or other information furnished by Owner or others.
- Services attributable to more prime construction contracts than originally specified.
- Assistance in connection with bid protests, rebidding, or renegotiating contracts.



Additional Services - Continued

- Providing Construction Phase services beyond the original date for completion, if services are an increase in total construction.
- Preparing Record Drawings, and furnishing such Record Drawings to Owner.
- Providing construction surveys and staking to enable Contractor to perform its work.
- Services resulting from significant changes in the scope, extent, or character of the Project designed or specified by Engineer.
- Other additional services performed or finished by Engineer not otherwise provided for in this Agreement.

NORFOLK SOUTHERN CORPORATION RIGHT OF ENTRY APPLICATION FORM

APPLICANT INFORMATION The Application fee of \$750 is enclosed (mail-in applications only). Check # _____

Legal Name of Applicant (party to agreement) _____ Tax ID _____

Mailing Street _____ Billing Street _____
 Address Street _____ Address Street _____
 City _____ City _____
 State _____ Zip _____ State _____ Zip _____

Name of Contact _____ Billing Contact _____
 Title _____ Title _____
 Phone # (____) _____ Fax # (____) _____ Phone # (____) _____ Fax # (____) _____
 E-Mail Address _____ E-Mail Address _____

Applicant is a: (Provide state of formation for Corporation and Partnerships, and name of owner for Sole Proprietorship)

<input type="checkbox"/> Corporation- State _____	<input type="checkbox"/> Non-Profit Individual	<input type="checkbox"/> Contractor Working Solely for Applicant SubContractor: _____
<input type="checkbox"/> Limited Partnership- State _____	<input type="checkbox"/> Other (specify) _____	<input type="checkbox"/> Contractor Working Solely for NS NS Dept: _____
<input type="checkbox"/> General Partnership- State _____	<input type="checkbox"/> Government Entity- State _____	
<input type="checkbox"/> Sole Proprietorship - State _____	Owner _____ Gov't Dep't: _____	

PROPERTY INFORMATION ENVIRONMENTAL RIGHT OF ENTRY SURVEYING, PERFORMING WORK OR OTHER

Location of property Street Address (if applicable) _____ Railroad Milepost _____
 Nearest Town _____ County _____ State _____ Latitude/Longitude _____ / _____
 Railroad Line Name _____ Division (if known) _____
A sketch of the property you wish to enter is REQUIRED. Provide Lat/Long coordinates if available.

Time period to occupy From ____/____/____ To ____/____/____
 Work to be performed is within _____ Ft of the tracks. (If within 25ft of center of the rail, a flagman is required at your expense.)

Applicant's intended purpose for this right-of-entry (be specific) _____

Approximate area of property to be occupied (specify square feet or acres) _____ SQFT _____ AC
 Were services to be performed requested by Norfolk Southern Corporation or its subsidiaries? Yes No
 Requested by whom? _____

Are there railroad tracks located on the land? Yes No

Is the intended purpose of this work related to environmental sampling environmental investigation remediation?
 Are you aware of any storage tanks on the property? Yes No Above Ground Underground
 How Many? _____ Owned by Railroad Applicant Other _____
 What is stored in tanks? _____ Distance from nearest track _____ Yds _____ Ft

How will property be accessed? Public road adjacent Across Railroad Property not covered by this license
 Across Railroad tracks Other (specify) _____

Are you aware of any existing or former agreements covering this property? Yes No
 If yes, provide licensee's name & company _____

Are there any existing improvements (buildings, pavement, fences, billboards, etc.) on the property? Yes No
 If yes, specify _____ Who owns them? _____

I/We understand that submission of this application does not authorize occupation of or entry on the property. Exact fees and insurance requirements will be forwarded after the application has been reviewed and approved by NS.

Signed _____ Date ____/____/____



Additional Services - Continued

Additional Services Not Requiring Owner's Written Authorization:

- Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.
- Services in making revisions to CD's due to the acceptance of substitute materials or equipment other than "or equal items"
- Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
- Evaluating unreasonable or frivolous requests for interpretation of information, Change Proposals, or other demands from Contractor or others in connection with the Work.
- Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.

Bidding or Negotiating Phase

- Assist Owner in advertising for and obtaining bids.
- Assist Owner in issuing Bid/Construction Documents to contractors and maintain a record of contractors to which documents have been issued.
- Participate in pre-bid conferences and assist Owner with discussing project and responding to questions, visit site with contractors if needed.
- Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.
- Consult with Owner as to the qualifications of prospective contractors. 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.

Bidding or Negotiating Phase - Continued

- Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.
- If Owner engages in negotiations with lowest responsible bidder, assist Owner with respect to technical and engineering issues that arise during the negotiations.
- The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors.

Construction Phase

- Assist Owner in reviewing Certificates of Insurance and Bonds from selected Contractor. Make recommendation to Owner to execute agreement between Owner and Contractor.
- Consult with Owner and act as Owner's representative. All of Owner's instructions to Contractor will be issued through Engineer.
- If so required, provide the services of a Resident Project Representative at the site to assist the Engineer and to provide more extensive observation of Contractor's work.
- Assist Owner in the selection of an independent testing laboratory to perform the services (i.e., geotechnical, concrete, asphalt testing)



Construction Phase

- Participate in a Pre-Construction Conference prior to commencement of work.
- Review all schedules that the Contractor is required to submit including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
- Review all shop drawings, submittals, and samples that the Contractor is required to submit.
- Establish baselines and benchmarks for locating the work necessary to enable Contractor to Proceed.



Construction Phase - Continued

- Make periodic visits to site and observe construction, as deemed necessary by Engineer.
- Reject any defective work and/or materials performed or supplied by Contractor.
- Issue necessary clarifications and interpretations of the Contract Documents.
- Prepare and recommend change orders and work change directives to Owner
- Review and evaluate the acceptability of substitute or “or equal” materials proposed by Contractor.
- Require any special inspections or tests of work as deemed necessary.



Exterior Before Renovation



Exterior After Renovation

Construction Phase - Continued

- Coordinate and formally render written decisions on all duly submitted issues by either Owner or Contractor relating to the acceptability of Contractor's work or the interpretation of the Contract Documents.
- Review all Applications for Payment by Contractor to determine that the work performed is in agreement with amount of payment requested, visit site if necessary.
- Receive, review, and transmit to Owner all O&M manuals, operating instructions, schedules, etc. required to be submitted by Contractor.
- Determine substantial completion of project. Visit site in company with Owner and Contractor. If work is ready for intended use, issue Substantial Completion Certificate.



Construction Phase - Continued

- Develop punch list of items remaining to be completed, usually submitted with substantial completion certificate.
- Determine final completion of project. Visit site to determine punch list items as well as remaining contract items are complete. Issue Notice of Final Completion and Acceptability of Work.
- Make recommendation of final payment to Contractor, thereby terminating contract



Post Construction Phase

- Together with Owner, visit the Project during correction period (contractor's warranty period) to ascertain whether any portion of the Work is subject to correction. This may be done as problems occur, or at least on month prior to the end of the correction period.
- Perform any other additional services requested by Owner including:
 - Development of Operation and Maintenance Manuals
 - Development of As-built drawings.



Resident Project Representative (RPR)

- RPR may provide full time representation or may provide representation to a lesser degree.
- RPR is Engineer's representative at the site, directed by and under the supervision of Engineer.
- Observes the Work, including field checks of materials and installed equipment, to provide further protection for Owner against defects and deficiencies.
- **The duties and responsibilities of the RPR:**
 - Serves as Engineer's liaison with Contractor, in matters of pertaining to the Work.
 - Assists in obtaining additional details or information from Owner, when required for the Work.

Resident Project Representative (RPR) - *Continued*

- Works through Contractor's authorized representative or designee providing information regarding the provisions and intent of the Construction Contract Documents.
- Deals with Subcontractors only through or with the full knowledge and approval of Contractor.
- Generally communicates with Owner only with the knowledge of and under the direction of Engineer.
- Receive Contractor submittals in matters concerning the requirements or relating to the acceptability of the Work under the Construction Contract Documents.
- Transmit Engineer's clarifications, interpretations, and decisions to Contractor.
- Attends meetings project-related meetings with Contractor.
- Complies with Site safety programs, as they apply to RPR, and if required to do so.
- Accompanies visiting inspectors representing public or other agencies having jurisdiction over the Work, recording the results of inspections, and report to Engineer.

Resident Project Representative (RPR) - *Continued*

- Prepare daily report or keep a diary or log book.
- Photograph or video Work in progress or site conditions.
- Maintain records for use in preparing Project documentation.
- Upon Completion of the Work, furnish original set of all RPR Project documentation to Engineer.
- Review applications for payment with Contractor for compliance and forward recommendations to Engineer.
- **Services and duties not performed by RPR:**
 - Authorize and deviation from the Construction Contract Documents or substitution of materials or equipment.
 - Exceed limitations of Engineer's authority.
 - Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.

Resident Project Representative (RPR) - *Continued*

- 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.
- 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.
- Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
- Accept Shop Drawing or Sample submittals from anyone other than Contractor.
- Authorize Owner to occupy the Project in whole or in part.

Salient Points

- Engineer shall complete its obligations within a reasonable time.
- Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
- Engineer's opinions (if any) of probable Construction Cost are made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, 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.
- The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.

Salient Points - Continued

- Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- 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 shall 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.
- Engineer shall not at any time supervise, direct, control, or have authority over and 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 and 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.

Salient Points - Continued

- Engineer (including RPR) neither guarantees the performances of and Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work, or any portion of the Work nor is the Engineer shall responsible for the acts or omissions of any Constructor.
- If Owner secures design without Construction Phase services, it waives all claims against the Engineer that may be connected in any way to Construction Phase administrative, engineering, or professional services those services that are expressly....
- All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed.
- Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project. Engineer grants Owner a limited license to use the Document on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due....