



## Oracle Engineering

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*Civil/Environmental Engineering, Surveying & Construction Management Service*

Oracle Engineers is a certified DBE #D3M2316030 and King County SCS ID #191. We will furnish any documentation you may require upon request.

### **R: Unnamed Tributary to Carpenter Creek Fish Passage**

Oracle Engineering (OEI) will provide each item outlined in the “**Scope of Services**” per Attachment “A”, for the above-mentioned project site, on a per item **lump sum** fee as shown in Attachment “B”. Any services beyond those identified in this Agreement shall be considered Additional Services. Unless otherwise agreed, such Additional Services shall be performed on an **Hourly Rate** basis, per Attachment “C”. Reimbursable expenses include direct expenses included but not limited to copies, shipping/overnight delivery and prints, times a multiple of 1.15.

OEI Team agrees to perform services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. OEI Team shall perform its services with due and reasonable diligence consistent with sound professional practice. If services are disrupted or delayed for reasons beyond OEI Team control, the completion date and fee will be modified accordingly. This Agreement shall remain in effect until 12-30-23, unless terminated as provided herein.

OEI shall generally submit invoices on a monthly basis. These invoices shall be due and payable by the Client upon receipt. The Client hereby agrees that it will make payment for said Services within 30 days from the date of the invoice. If the Client fails to make payment as provided, OEI may immediately suspend its services or terminate this Agreement. The Client agrees to pay costs of collection, including attorney’s fees, and interest at a rate of 1.5 percent per month.

In the event the Project identified in this Agreement is suspended, canceled, or abandoned, OEI Team shall be compensated to the date of notice of suspension, cancellation, or abandonment.

OEI shall carry appropriate workers compensation insurance, commercial general liability insurance, professional liability insurance, and automobile liability insurance.

OEI shall not be responsible for or have control over construction means, methods, techniques, sequences, or procedures; or for safety precautions and programs in connection with the work. Nor shall OEI be responsible for any contractor’s failure to carry out the work in accordance with plans, specifications, or with applicable laws or regulations. OEI shall have no responsibility for the discovery, presence, handling, removal, transportation, or disposal of or exposure to hazardous, toxic, or similar materials in any form at the project site.

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If a dispute between the parties arises out of or relates to this Agreement, then the parties agree to make a good faith effort to settle the issue through direct discussion between the parties prior to having recourse to a judicial forum.

The Client shall provide basic project data along with electronic drawing files, AutoCAD format or compatible, along with all Addendums thereafter, and OEI Team shall be entitled to rely on any and all information provided. The Client shall review O'bunco Engineering's work thoroughly and promptly, provide direction as necessary, and give notice of any defect in OEI's work or services. The Client shall, within 14 days of notice of any defect in work or service, give written notice to OEI describing the defect and providing any costs associated with such defect. The Client waives any right to set-off or recovery of costs associated with any defective work or service unless the Client strictly complies with this provision and provides written notice as required herein.

All documents prepared or furnished by OEI Team are instruments of service, and OEI shall retain an ownership and property interests therein. The Client may make and retain hard copies of documents for use on the project. In the case of any discrepancy between any electronic files and hard copies of drawings or files, hard copies shall control. Due to the easily alterable nature of electronic files, OEI Team makes no warranties, either expressed or implied, with respect to performance of electronic files, if such files are provided or delivered to Client.

Furthermore, all coordinate geometry and field control points prepared or established by the Surveyor pursuant to this Agreement are instruments of service in respect of the project, and Surveyor shall retain an ownership and property interest therein whether or not the project is completed. Any re-utilization of such by any other parties will be at Contractor's sole risk and without any liability or legal exposure to Surveyor, and Contractor shall indemnify and hold harmless Surveyor from all claims, damages, losses and expenses including attorney's fees arising out of or resulting there from.

This agreement represents the entire understanding between Construction Enterprises & Contractors and O'bunco Engineering Team. in respect to the project and may only be modified in writing signed by both parties. If it satisfactorily sets forth your understanding of our agreement, we would appreciate you signing in the space provided below and returning it to us for execution. We would expect to start our services promptly after receipt of your acceptance of this agreement, site conditions, having all necessary information in our office and your authorization to begin our services.

**Client**

Signed:  
Typed Name  
Title:  
Date:  
Address:

**Oracle Engineering International**

Signed:  
Typed Name:  
Title:  
Date:  
Address:

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# ATTACHMENT A: SCOPE OF SERVICES

## Oracle Engineering Contract

Unnamed Tributary to Carpenter Creek Fish Passage

### Services

The following service is an integral part of this proposal and must be performed prior to executing any other "lump sum services" or additional services.

Mobilization – OEI will field and offices verify the location of the control provided for the project. We will field locate any Monuments that will be disturbed during construction and file and DNR Permit. OEI will require a full set of approved Auto Cad Drawings for our use. This is time for OEI to setup the project.

- 1) TESC and Clearing Limits – OEI will stake any clearing limits and sawcut lines needed for this project. We will stake every 50-foot and angle points along the lines.

We anticipate staking 34 points for this task. OEI estimates that it will take 1 day in the field to stake the number of points allotted.

- 2) Slope Staking – OEI will stake slopes on both sides every 50-feet. We will slope stake the crossover. In places that slope staking will not work we will provide rough grading. This will take us 1-day in the field.
- 3) Bluetops – OEI will stake bluetops on each edge of road, every 25-feet across, and centerline every 40-feet. Bluetops will be at subgrade.

We anticipate staking 22 points for this task. OEI estimates that it will take 1-day in the field to stake the number of points allotted

- 4) Stream Centerline – OEI will stake the centerline of the new creek with offsets. This task will take us 2-days in the field.
- 5) Wing Walls – We will provide rough grading staking for each wall and then a final staking. We will stake each pile and shafts with offsets. This will take us 2-days in the field.
- 6) Box Culvert Structure – We will provide control for laying out the Box Culvert. This will take us 2-days in the field.

### Terms and Conditions

- Lump sum services include all laths, hubs, stakes, and paint, flagging, and travel to and from the job site.

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- A "two-hour show up" charge will be made when a crew is unable to work due to existing site conditions which OEI was not aware or made aware of.
  - The number of visits and the number of points indicated with each item represent the number of visits to complete that item and the number of points that will be staked. The fees indicated for each item are based on these numbers, and if the Contractor deems necessary to make any changes, he must contact OEI prior to the Surveyor commencing any fieldwork on that item, in order to determine the new schedule and any possible related cost.
  - If OEI is not allowed to complete a particular item in the stated number of visits, the "Hourly Rates" rates will be applied to complete the said item, with the exception of decisions made within OEI's control, as agreed with Contractor, or adverse weather conditions.
  - The term "Scope Work" shall refer herein to a definitive and limited scope of services for which lumps sum or not-to-exceed amount has been provided by OEI and accepted by the Contractor.
  - It shall be the Contractors responsibility to protect all primary and secondary survey control points and benchmarks from destruction or disturbance. Any re-establishment thereof required to stake any portion of the project would be considered extra work.
  - The Contractor shall provide all necessary traffic safety barriers, signage, flaggers, and permits required for the survey activities.
  - All extra work requested by the contractor shall be on a time and expense basis in accordance with the hourly rate schedule shown in this contract, unless otherwise agreed in writing. No extra work shall be commenced without the written consent of the Contractor.  
The "minimum" daily work increment to which OEI will respond shall be 4-hours it shall be the Contractor's responsibility to ensure that the site is sufficiently ready for a "minimum" quantity of staking prior to any requests for the dispatch of a survey field crew to the site.
  - For Scope Work, if less than the "minimum" is ready and available for staking, the difference between the duration of the Scope Work and the "minimum" will be charged as Extra Work.
  - All cut sheets shall be considered "preliminary" until confirmed by OEI office staff. Final cut sheets shall be provided to the Contractor no later than 48 workday hours following the field staking for said items.
  - OEI shall be provided every opportunity to check and/or remedy any apparent staking errors discovered by, or brought to the attention of, the Contractor and shall not be held responsible for any damages or costs associated with such errors unless notified in writing within 48 workday hours following discovery of the apparent error(s).
  - Contractor agrees to refrain from any back charges or deductions from OEI International payment or retainage, for any reason whatsoever, pending a meeting and signed agreement between O'bunco Engineering International and the Contractor as to the reason and amount of said charges.
  - No performance bond shall be required. The maximum retainage from payments to OEI. Shall be 5%. Retainage shall be due and payable within a maximum of 60 days following completion of O'bunco Engineering work on the project.
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## ATTACHMENT B: COMPENSATION

### LUMP SUM SUMMARY

The following service is an integral part of this proposal and must be performed prior to executing any other "lump sum services" or additional services.

Mobilization, Boundary Check/Control Network and Monuments ..... \$2,610.00

Client will perform the following services on an as needed basis following authorization. Each item would be performed once under this contract.

TESC..... \$1,985.00

Slope Staking ..... \$1,985.00

Bluetops.....\$1,985.00

Stream Centerline .....\$3,970.00

Wing Walls.....\$3,970.00

Box Culvert Structure.....\$3,970.00

|                                 |            |
|---------------------------------|------------|
| Bid Item 1 Mobilization         | \$2,610.00 |
| Bid Item 65 Structure Surveying | \$7,940.00 |
| Bid Item 66 Roadway Surveying   | \$9,925.00 |

TOTAL ESTIMATED COST IS:.....\$20,475.00

- Lump sum services include all laths, hubs, stakes, and paint, flagging, and driving to and from the job site.
- A "two-hour show up" charge will be made when a crew is unable to work due to existing site conditions which OEI was not aware or made aware of.

### Reimbursable Expenses

Reimbursable expenses are direct expenses including but not limited to the following:

- Any direct costs such as reproduction services, mailings through overnight courier or messenger.

## ATTACHMENT C: HOURLY RATE SCHEDULE

### RATE SCHEDULE: UNIT PRICES FOR ADDITIONAL SERVICES

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Unit prices shall include all materials and insurance. Work shall only be authorized in writing and only by the client's field representative or his designee.

Mon-Fri  
Regular  
Time  
(under 8 hour/day at site)

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|--------------------|--------------|
| For a Two-Man Crew | \$270.00/hr. |
| For a One-Man Crew | \$190.00/hr. |

**Office Work**

|  |              |
|--|--------------|
| Professional Land/Surveyor/Project Manager | \$180.00/hr. |
| Draftsman                                  | \$155.00/hr. |
| Office Technician/Computing                | \$155.00/hr. |
| Clerical                                   | \$105.00/hr. |

- The time billed will reflect driving time to and from job site.
- There will be a minimum of four hours of fieldwork performed and/or billed in any given day, when work is performed at the site.
- A "two hour show up" charge will be made when a crew is unable to work due to existing site conditions, which OEI was not aware or made aware of.
- Any direct costs such as reproduction services, mailings through overnight courier, or messenger will be billed at cost plus 15% for handling.