

SERVICES AGREEMENT

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THIS IS AN AGREEMENT effective as of January____, 2022 (“Effective Date”) between Lookingglass RFD (“Client”) and ZCS, Inc., doing business as ZCS Engineering & Architecture (“Design Professional”).

Client’s Project, of which Design Professional’s services under this Agreement are a part, is generally identified as follows: Seismic Evaluation Assessment/Consulting Services Proposal located at 7173 Lookingglass Rd. Roseburg, OR 97471 (“Project”).

Design Professional’s services under this Agreement are generally identified as follows: Professional Consulting services in connection with Seismic Evaluation Assessment/Consulting services. Services are more fully described in ZCS Engineering & Architecture proposal dated January 3, 2022, attached as Exhibit A (“Services”).

Client and Design Professional further agree as follows:

1.01 *Basic Agreement and Period of Service*

- A. Design Professional shall provide or furnish the Services set forth in this Agreement. If authorized by Client, or if required because of changes in the Project, Design Professional shall furnish services in addition to those set forth above (“Additional Services”).
- B. Design Professional shall complete its Services within a reasonable time.
- C. If, through no fault of Design Professional, such periods of time or dates are changed, or the orderly and continuous progress of Design Professional’s Services is impaired, or Design Professional’s Services are delayed or suspended, then the time for completion of Design Professional’s Services, and the rates and amounts of Design Professional’s compensation, shall be adjusted equitably.

2.01 *Payment Procedures*

- A. *Invoices:* Design Professional shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Client on a monthly basis. Invoices are due and payable within 30 days of receipt. If Client fails to make any payment due Design Professional for Services, Additional Services, and expenses within 30 days after receipt of Design Professional’s invoice, then Design Professional may, after giving seven days written notice

to Client, suspend Services under this Agreement until Design Professional has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges. Client waives any and all claims against Design Professional for any such suspension.

- B. *Payment:* As compensation for Design Professional providing or furnishing Services and Additional Services, Client shall pay Design Professional as set forth in Paragraphs 2.01, 2.02 (Services), and 2.04 (Additional Services). If Client disputes an invoice, either as to amount or entitlement, then Client shall promptly advise Design Professional in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

2.02 *Basis of Payment—Lump Sum*

- A. Client shall pay Design Professional for Services as follows:
 - 1. A Lump Sum amount of **Six Thousand Five Hundred Dollars (\$6,500)**.
 - 2. In addition to the Lump Sum amount reimbursable costs will be billed as follows:
 - a. Subconsultant fees and other advanced Client costs will be billed at cost plus ten percent.
 - b. Travel (transportation, lodging, and meals) will be billed at cost. Cost of travel in company automobiles will be the IRS standard auto mileage rate for the year in which the mileage is accrued.
- B. The portion of the compensation amount billed monthly for Design Professional's Services will be based upon Design Professional's estimate of the percentage of the total Services actually completed during the billing period.

2.03 The Design Professional reserves the right to review and adjust its Standard Hourly Rates annually on January 1st of each year.

2.04 *Additional Services:* For Additional Services, Design Professional shall submit an additional services amendment outlining the scope of work and basis for billing to Client prior to proceeding with services.

3.01 *Termination*

- A. The obligation to continue performance under this Agreement may be terminated:
 - 1. For cause by either party,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no

fault of the terminating party. Failure to pay Design Professional for its services is a substantial failure to perform and a basis for termination.

b. For cause by Design Professional:

1) upon seven days written notice if Client demands that Design Professional furnish or perform services contrary to Design Professional's responsibilities as a licensed professional; or

2) upon seven days written notice if the Design Professional's Services are delayed for more than 90 days for reasons beyond Design Professional's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 5.01.K.

c. Design Professional shall have no liability to Client on account of a termination for cause by Design Professional.

d. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Client effective upon Design Professional's receipt of written notice from Client.

B. In the event of any termination under Paragraph 3.01, Design Professional will be entitled to invoice Client and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services, and Design Professional's consultants' charges, if any.

4.01 *Successors, Assigns, and Beneficiaries*

A. Client and Design Professional are hereby bound and the successors, executors, administrators, and legal representatives of Client and Design Professional (and to the extent permitted by Paragraph 4.01.B the assigns of Client and Design Professional) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

- B. Neither Client nor Design Professional may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Client or Design Professional to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Design Professional and not for the benefit of any other party.

5.01 *General Considerations*

- A. The standard of care for all design professional services, including engineering or architectural services, and related services performed or furnished by Design Professional under this Agreement will be the care and skill ordinarily used by members of the subject licensed profession practicing under similar circumstances at the same time and in the same locality. Design Professional makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Design Professional. Subject to the foregoing standard of care, Design Professional and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Design Professional shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Design Professional have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to such Constructor's furnishing and performing of its work. Design Professional shall not be responsible for the acts or omissions of any Constructor.
- C. Design Professional neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- D. Design Professional's opinions (if any) of probable construction cost are to be made on the basis of Design Professional's experience, qualifications, and general familiarity with the construction industry. However, because Design Professional 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, Design Professional cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Design Professional.

If Client requires greater assurance as to probable construction cost, then Client agrees to obtain an independent cost estimate.

- E. Design Professional shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Design Professional or its consultants.
- F. All documents prepared or furnished by Design Professional are instruments of service, and Design Professional retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Client shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Client, subject to receipt by Design Professional of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:
 - 1. Client acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Design Professional, or for use or reuse by Client or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Design Professional;
 - 2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Design Professional, as appropriate for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to Design Professional or to its officers, directors, members, partners, agents, employees, and consultants;
 - 3. Client shall indemnify and hold harmless Design Professional and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Design Professional; and
 - 4. such limited license to Client shall not create any rights in third parties.
- G. Design Professional shall have the right to include photographic or artistic representations of the design of the project among the Design Professional's promotional and professional materials. The Design Professional's materials shall not include the Client's confidential or proprietary information if the Client has previously advised the Design Professional in writing of the specific information considered by the Client to be confidential or proprietary.
- H. Client and Design Professional may transmit, and shall accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.

- I. The Design Professional shall not be required to produce any Instruments of Service or other project deliverables in electronic file format, be it image files or native data files for use in developing civil three-dimensional surfaces or structural BIM models as examples, unless the such electronic files are an express written obligation in the Services, Exhibit A and the Design Professional's Basis of Payment compensates the Design Professional for the production and delivery of the electronic files. Regardless, and in addition, the delivery of any electronic files by Design Professional is subject to the following conditions:
 1. Design Professional makes no representations as to the compatibility of the electronic files with any specific hardware or software. Client acknowledges that anomalies and errors can be introduced into the files when they are transferred or used in conjunction with incompatible computer equipment or software. Client acknowledges and solely accepts the risks associated with or the responsibility for any damages to hardware, software or computer systems or networks related to any use of the files. The files are being furnished "as is" and Design Professional is not responsible for any damages done by any virus or similar type programs that may be reside with these files without Design Professional's knowledge.
 2. Data contained on these electronic files are Instruments of Services and shall not be used by Client or anyone else receiving the electronic files through or from Client for any purpose other than for the Project. Any other use or reuse will be at Client's sole risk and without liability or legal exposure to Design Professional. Client agrees to make no claim and hereby waives, to the fullest extent permitted by law, any claim or cause of action of any nature against Design Professional, our officers, directors, employees, agents or subconsultants that may arise out of or in connection with Client's use of the electronic files.
 3. You shall, to the fullest extent permitted by law, indemnify, and hold us harmless against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs arising out of or resulting from your use of these electronic files.
 4. The electronic files are not construction documents. Differences may exist between these electronic files and corresponding bid, or revised/amended, construction documents. Design Professional makes no representation regarding the accuracy or completeness of the electronic files Client receives. In the event that a conflict arises between the signed or sealed bid, or revised/amended, construction documents prepared by Design Professional or any subconsultants to Design Professional and the electronic files, the signed or sealed bid, or revised/amended, construction documents shall govern. Client is responsible for determining if any conflict exists. Client's use of these electronic files does not relieve Client of its duty to fully comply with the contract documents including, and without limitation, the need to check, confirm and coordinate all dimensions and details, take field measurements, verify field conditions and coordinate your work.

5. Design Professional makes no representation regarding the accuracy, completeness, or permanence of electronic files (surface information, profile/alignment data, layout of curbs, structures, planters, utilities, etc). Client understands that all layout needs to be confirmed by a licensed Surveyor with the permitted contract documents. Addenda information or revisions made after the date indicated on the electronic files may not have been incorporated. When using the files for GPS controlled construction equipment, it is the responsibility of the contractor, equipment operator, and their licensed surveyor to verify the data has been accurately loaded into the equipment using the proper coordinate system, basis of bearings, and vertical datum. Confidence points shall be performed/provided at regular intervals throughout the project by a licensed surveyor to verify the accuracy of the uploaded data and equipment.
 6. Since the information set forth on electronic files can be modified unintentionally or otherwise, Design Professional reserves the right to remove all indicia of its ownership or involvement from each electronic display.
- J. To the fullest extent permitted by law, Client and Design Professional (1) waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, and (2) agree that Design Professional's total liability to Client under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Design Professional, whichever is greater.
- K. The parties acknowledge that Design Professional's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Design Professional or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Design Professional may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.
- L. Client and Design Professional agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
- M. *Miscellaneous Provisions*
1. This Agreement is governed by the law of the State of Oregon.
 2. Any action to enforce the terms of this agreement shall be maintained in either the Klamath County (Oregon) Circuit Court or the Medford Division of the United States District Court. Client consents to jurisdiction in Oregon for any such lawsuit.

3. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
 4. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Client and Design Professional, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
 5. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- N. This Agreement may be executed in several counterparts, each of which will be an original, all of which will constitute one and the same instrument. A facsimile, PDF or other electronic signature will be considered an original. The individuals signing this Agreement certify that they are authorized to execute this Agreement on behalf of Client and Design Professional.
- O. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Client and Design Professional and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.
- P. Client agrees that it shall not, directly, or indirectly, employ or solicit, or cause others to hire or solicit for employment any employee of ZCS, Inc., for the duration of the services provided under this Agreement and for one year following the completion of the project, unless prior written permission has been granted by an authorized officer of ZCS, Inc. which has contracted with Client for services under this Agreement. Client agrees that ZCS, Inc. shall be entitled to an injunction to enforce this provision.
- Q. Client further agrees that in event a ZCS, Inc. employee terminates his or her employment due in whole or in part to the violation of this provision, Client shall pay to ZCS, Inc.: (a) the solicited employee's annual salary, less applicable employment taxes, measured at the time of the breach of this provision; (b) all hiring costs incurred by ZCS, Inc. to replace the solicited employee, included but not limited to, advertising, recruitment costs, hiring bonus, relocation expenses, and commissions. Client agree that these payments constitute reasonable compensation to ZCS, Inc. for the injuries suffered due to the breach of this Agreement.

Definitions

- R. *Constructor*—Any person or entity (not including the Design Professional, its employees, agents, representatives, and consultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner’s work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.

- S. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

Attachments:

- T. Appendix 1, Design Professional's Standard Hourly Rates

- U. Exhibit A, ZCS Engineering & Architecture proposal dated January 3, 2022

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Client: Lookingglass RFD

Design Professional: ZCS Engineering and Architecture

By: _____

By: _____

Print name: _____

Print name: Sylas E. Allen, P.E.

Title: _____

Title: Principal

Date Signed: _____

Date Signed: _____

Client's Project Representative(s) Contact
Information:

Chief Steve Rhodes

Lookingglass RFD

7173 Lookingglass Rd

Roseburg, OR 97471

**Address for Client's receipt of notices of disputes
under the terms of this agreement:**

Lookingglass RFD

7173 Lookingglass Rd.

Roseburg, OR 97471

**Design Professional's Project Representative(s)
Contact Information:**

Sy Allan – SyA@zcsea.com

ZCS Engineering & Architecture

127 NW D Street

Grants Pass, OR 97526

(541) 479-3865

**Address for Design Professional's receipt of notices of
disputes under the terms of this agreement:**

ZCS Engineering & Architecture

900 Klamath Avenue

Klamath Falls, OR 97601

(541) 884-7421

This is **Appendix 1, Design Professional's Standard Hourly Rates**, referred to in and part of the Short Form of Agreement between Client and Design Professional for Professional Services dated January ____, 2022.

Design Professional's Standard Hourly Rates

A. Standard Hourly Rates:

1. Standard Hourly Rates are set forth in this Appendix 1 and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Paragraphs 2.01, 2.02, and 2.03, and are subject to annual review and adjustment.

B. Schedule of Hourly Rates:

Billing Class	Rate
Managing Principal	\$ 250.00/hour
Principal	\$ 210.00/hour
Senior Professional	\$ 170.00/hour
Professional	\$ 130.00/hour
Project Designer	\$ 100.00/hour
Project Technician	\$ 80.00/hour
Support Staff	\$ 55.00/hour

Appendix 1, Standard Hourly Rates Schedule.

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ZCS ENGINEERING ARCHITECTURE

January 3, 2022

Chief Steve Rhodes
7173 Lookingglass Rd.
Roseburg, OR 97471.

Reference: Lookingglass RFD

Subject: Seismic Evaluation Assessment / Consulting Services Proposal

ZCS Engineering & Architecture, Inc. (ZCS) has prepared the following proposal to conduct an assessment at your facility. Based on our past experience with seismic assessment grants, our process would begin with reviewing the documents available, and another visit to your building to investigate the structures.

The following scope outlines the tasks required to perform a seismic assessment of your facilities. The completed assessments will be acceptable to serve as an engineering feasibility study and cost estimate as required by the State of Oregon Infrastructure Finance Authority Seismic Rehabilitation Grant Program (SRGP). Our analysis and reporting will be based on visual observations from a detailed facility tour. This proposal assumes that original construction drawings will be provided for our use, and that field work will be required for verification of undocumented conditions. Destructive investigation and/or testing are not included in the proposal at this time. The scope of our work will be defined as follows:

CONSULTING SERVICES

- Perform site visit to observe structural systems and visually review structural condition and deficiencies
 - Observe lateral system (seismic) components and load path
 - Observe gravity system components and load path
 - Develop construction documentation and field verify for use in developing schematic level as-builts
- Evaluate existing construction based on visual observations and as-constructed documentation against ASCE 41-17 Tier 1 requirements
- Collate findings and perform preliminary calculations to assist in the determination of the existing building's seismic deficiencies
- Develop conceptual repair drawings based on ASCE 41-17 guidelines to convey the intent of retrofit that may consist of illustrations based on original construction drawings
- Develop engineer's opinion of probable cost to perform a seismic retrofit based on the conceptual repair drawings

- Summarize findings in final seismic assessment stamped by a registered Structural Engineer licensed in the State of Oregon
- In addition to supplying a complete seismic assessment, we will prepare a complete SRGP application package for the 2021 funding application round

SRGP EXPERIENCE

ZCS is currently working with fire districts throughout the state on seismic rehabilitation grant applications or grant-funded projects through the State of Oregon Seismic Rehabilitation Grant Program (SRGP). We are intimately familiar with the region's seismic rehabilitation methodologies, along with items such as general contractor and subcontractor availability. This knowledge will aid in delivering your project in the most effective manner possible. Over the last year, ZCS has completed designs on 23 SRGP-funded projects across the state.

PERFORMANCE HISTORY

ZCS has been involved with the State of Oregon Seismic Grant Program since its beginning in 2009. During the first funding round we successfully completed three projects and have now been the responsible design professional for over 140 SRGP projects in the last ten years. In addition to our successful record of construction projects, ZCS has helped 66 school districts and 21 emergency service districts obtain grants for a total of \$306 million. This represents 60% of the total \$522 million of available funds through the Seismic Rehabilitation Grant Program.

CONSTRUCTION

To accommodate school district projects, the construction period is fast-tracked to be completed during the weeks students are off campus for summer break. Over the course of the 140+ construction projects we have completed, ZCS's engineers have learned valuable lessons and techniques to efficiently seismically rehabilitate fire stations within a short construction season. We have developed a collaborative approach with general contractors developing new solutions that are cost effective and efficient to construct. This allows us to complete the required work in the short window of time. ZCS successfully completed \$41 million of seismic rehabilitations for 33 different projects during the 2018 summer construction season.

ADMINISTRATIVE

ZCS is well versed in working with the Grant program and has extensive experience with the requirements and paperwork involved. ZCS has built strong working relationships with the SRGP administrative staff and regularly coordinates with them closely to navigate project specific situations that often arise.

DESIGN TECHNIQUES

The experience ZCS has in performing seismic assessments and completing seismic rehabilitation projects has exposed our team to many different structures and the historic local construction techniques that will need to be accounted for throughout the design

process. Our design of numerous seismic rehabilitations in eastern Oregon and throughout the state has kept us up to date with the most current technologies utilized in these projects.

SCHEDULE

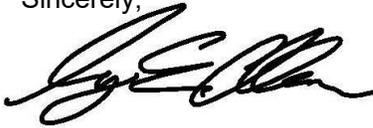
The assessments will be completed no later than February 14th or sooner as necessary to complete the application package for the current SRGP application round due February 28th.

CONSULTING SERVICES FEE: \$6,500

We have based our scope and fees on the information available at this time. Please review and contact us in the event that we need to further negotiate our scope and fee to better suit the objectives of the Department. Please contact me if you have any questions.

Thank you again for the opportunity to provide this proposal.

Sincerely,



Sylas E. Allen, PE
Managing Principal, CEO