

July 2001

SAMPLE AGREEMENT
FOR
SERVICES OF PROJECT COORDINATOR

THIS AGREEMENT made between _____ (name of community)
hereafter referred to as the OWNER, and _____ (name of P. C.)
hereafter referred to as the PROJECT COORDINATOR.

The Owner intends to construct a sewer system in _____ County that will serve a large portion of the _____ (name of community). Financing for such a project will come from grants or loans provided by the West Virginia Department of Environmental Protection (DEP), the West Virginia Water Development Authority or other Federal and State Agencies.

In order to accomplish this project, the Owner has determined that it needs to obtain administrative and general management services to comply with the loan and/or grant management requirements of the Federal and State agencies. The Owner chooses to acquire such services by contract method.

WITNESSETH:

That for and in consideration of the mutual covenants and promises between the parties hereto, it is hereby agreed:

The PROJECT COORDINATOR shall furnish the following services:

- 1) Set up and maintain a complete correspondence file.
- 2) Provide necessary bookkeeping. Provide a settlement file for monthly payment of all contract estimates, invoices or fee payments. The original of this monthly settlement file shall be maintained at a separate location to be provided by the Owner. Such documents must be signed by _____ (the Owner's Representative) _____, and such other approval signatures as may be necessary before any payments can be made from the Owner's funds.
- 3) The Project Coordinator shall attend all necessary meetings with the Owner relating to all Federal, State, or local matters along with interim and final inspections conducted by Federal or State regulatory agencies.
- 4) The Project Coordinator shall keep a running account of the balance in the contingency account and ensure all payments are made in accordance with the payment schedule. If the actual performance strays significantly from the projected schedule (over 10%); adjustments must be made to control the outlay management and reported to the owner and regulatory agencies involved.

- 5) The Project Coordinator shall review and make recommended action to the Owner concerning suggested changes by the consulting engineer for sewer line changes, design, and construction schedules, project deletions or modifications, etc. unless otherwise directed by the Owner. All project changes will be evaluated as to the eligibility for Federal or State funding before execution of any such documents. No changes shall be made by the consulting engineer without the approval of the Owner through the Project Coordinator.
- 6) The Project Coordinator may assist in the securing of all easements and right-of-ways that may be necessary due to a physical change in the scope of the project.
- 7) The Project Coordinator, as appropriate, shall prepare the information on a monthly basis to enable the _____ (Trustee Bank) _____ to transfer funds from the investments to meet the monthly settlements for the contractors. Settlements shall be made each month on the 20th, unless it is a Saturday, Sunday, or legal State holiday, in which case the next working day shall be used for the settlement. The Project Coordinator shall prepare each draft for all payments ready for the signature of the _____ (Owner's Representative – Mayor, Chairman) _____ and the Treasurer. The Project Coordinator shall attend the regular and special monthly meetings of the Owner. The Project Coordinator shall prepare for the Owner any status report, including the financial status of the project.
- 8) The Project Coordinator shall arrange for the audit of the project account and that it will be reviewed according to the Governmental Auditing Standards Board and OMB Circular 133, as amended.
- 9) The Project Coordinator will ensure that the wastewater treatment facility and all associated personnel are properly prepared for start-up and continued operation, and the approved "Plan of Operation" timetables are followed and upgraded.
- 10) The Project Coordinator shall ensure that all DEP loan/bond conditions are being followed without disruption of the project's activities.
- 11) The Project Coordinator shall review all the contractors' payrolls and ensure the Owner that he will conduct interviews and investigations, if deemed necessary, to conform with the U.S. EPA and Labor Department guidelines as per 40 CFR 30.415-3.
- 12) The Project Coordinator shall review and evaluate all monthly estimates prepared by the contractors or the consulting engineer including review and approval of all invoices for services of any kind before payment by the Owner.
- 13) The Project Coordinator shall review and recommend actions on all payments to the Owner and agrees that the Owner's books, documents, records, files, and papers are accessible to the funding Federal and State Agencies and their authorized representatives.

- 14) The Project Coordinator will respond in a timely fashion to any correspondence by the funding Federal or State agency.
- 15) Should any “force account” method be employed where the Owner uses its own work forces or equipment to perform all or part of the project work, the Project Coordinator shall review and secure permission from the State Water Pollution Control Agency (SRF) before any force account work is initiated.
- 16) The Project Coordinator shall review the field inspectors’ services including those provided by the consulting engineer and shall regularly visit the work sites in reviewing the construction progress. All items of discrepancy between the work and contract documents shall be called to the attention of the consulting engineer and shall be reported to the Owner.
- 17) The Project Coordinator shall protect the Owner’s interest in all matters concerning the project.
- 18) The Project Coordinator shall review and approve all work accomplished by the contractors working with the consulting engineer prior to any final inspection. The Project Coordinator, working with the consulting engineer, shall maintain a punch list of items to be corrected as a result of inspections by either the consulting engineer, Project Coordinator or any State or Federal agency.
- 19) The Project Coordinator shall maintain reconciled records of all bank accounts and settlements and prepare reports to the regulatory agencies reflecting this information.

THE OWNER SHALL:

- 1) Provide basic costs for the office quarters used by the Project Coordinator including telephone and copy equipment and supplies.
- 2) The Owner shall provide prompt decisions on questions of policy or approval of recommended changes presented to the Owner by the Project Coordinator.
- 3) The Owner shall provide the services of an attorney for project related business, and the Project Coordinator shall be able to use such attorney as may become necessary in the conduct of the Owner’s construction project.
- 4) The Owner shall provide consulting engineer services that the Project Coordinator shall be able to use to carrying out the terms of this contract.
- 5) The Owner shall provide for legal meetings of the entity’s officials when requested by the Project Coordinator.

It is understood that the Owner will provide a (cost reimbursement/lump sum) method of compensation to the Project Coordinator. For this specific contract and the services outlined herein, a cost ceiling of _____ (\$ amount, written and numerical) shall be set based upon estimated costs of (\$ amount) and a profit of (\$ amount). The profit cannot be adjusted unless an amendment to this contract is executed that increases the scope of work. Furthermore, the project coordinator cannot exceed the cost ceiling without the Owner's expressed approval. The Project Coordinator will be responsible for advising the Owner, as soon as possible but no later than when payments reach 75% of the cost ceiling, when the cost ceiling may need to be exceeded.

Payment from the Owner to the Project Coordinator shall be made according to a schedule as agreed to by the parties. Payments to the Project Coordinator shall be promptly paid by the Owner upon receipt of an invoice and shall not be strictly dependent upon the Owner's receipt of SRF funds from the DEP.

Attached hereto and made a part of this agreement is a completed Cost or Price Summary Format detailing the cost.

It is agreed that the Project Coordinator shall perform such work at times mutually agreeable to the Project Coordinator and the Owner. For this specific agreement, the performance period shall be initiated upon a formal notice-to-proceed from the Owner to the Project Coordinator after execution of the agreement. The performance period shall extend for ____ months from the notice-to-proceed. Delays in project completion which are not the fault of the Project Coordinator and which require an extension to the performance period of this agreement could justify an increase in the cost ceiling of this agreement. The justification for an extension of the agreement as well as the amount of the cost increase can be mutually negotiated and agreed upon by both parties when necessary.

The Project Coordinator shall represent the Owner during the period of the contract and the Orders of the Owner are given through him. Instructions from the Owner are to be followed in every case. The representation by the Project Coordinator shall in no way relieve the consulting Engineers, Inspectors, and the Contractor from responsibility for negligence of failure to perform the work in accordance with the approved plans and specifications.

IN WITNESS WHEREOF, the parties have executed this agreement on the _____ day of _____, 200__.

OWNER: _____ (name of city, town, PSD, etc.)

BY: _____, Mayor

FIRM: _____

BY: _____, (TITLE)

