

furnishing any portions of the Work, or any agents or employees of any of them. The Engineer shall not be responsible for the failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents or any laws, codes, rules or regulations.

6. Construction Observation

If the Client does not authorize C&S to provide onsite construction observations services, then it is understood that the Engineer's Scope of Services under this Agreement does not include construction phase services including, but not limited to, general administration of the construction contract, acting as the Client's representative during construction, and/or providing onsite project/construction observation or review of the Contractor's performance or any other construction phase services, and that such services will be provided for by the Client. The Client assumes all responsibility for interpretation of the Contract Documents and for construction observation and the Client waives any claims against the Engineer that may be in any way connected thereto.

In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Engineer, its officers, directors, employees and subconsultants (collectively, the Engineer) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to the Contract Documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of the Engineer.

Engineer shall not be responsible for the acts or omissions of any Contractor, or of any subcontractors, suppliers, or other individuals or entities performing or furnishing any portions of the Work, or any agents or employees of any of them. The Engineer shall not be responsible for the failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents or any laws, codes, rules or regulations.

If the Client requests in writing that the Engineer provide any specific construction phase services, and if the Engineer agrees in writing to provide such services, then the Engineer shall be compensated for providing these services as an Additional Services.

7. Easement Sketches/Property Plats

C&S will prepare easement sketches/property plats, if needed, for temporary and/or permanent easements and/or property purchase. We do not know exactly how many easements and/or plats, if any, will be needed because the surveying and preliminary and/or final layout of the proposed utility has not been completed; however, we will attempt to design the proposed utility in such a way as to have the least impact as possible to private property. Therefore, we will invoice hourly for preparing easements sketches as shown below.

8. Startup & O&M Manual

If the client authorizes, C&S will provide an Engineer and/or a Class I Water Operator as needed to attend meetings at the jobsite to witness start-up of proposed mechanical equipment by the Contractor and assist the Client with Start-up and commissioning of the new facilities. For meetings, we will issue meeting minutes for review and approval by the Client. We will