



We answer to you.

5031 Richard Ln, Ste 111, Mechanicsburg, PA 17055 • Phone: (800) 738-8395  
E-mail: rettew@rettew.com • Website: rettew.com

Engineers

Environmental  
Consultants

Surveyors

Landscape  
Architects

Safety  
Consultants

November 15, 2021

RECEIVED  
NOV 22 2021

Ms. Cindy L. Foster, Borough Manager  
Lemoyne Borough  
510 Herman Avenue  
Lemoyne, PA 17043

RE: Consulting Engineering/Planning Services - 2022  
RETTEW Project No. 088682002

Dear Ms. Foster:

On behalf of the Municipal Services team at RETTEW, please allow me to thank you for the opportunity to serve as your municipal engineer for 2021. We have enjoyed the challenges presented by last year's projects and believe that we were able to accomplish a great deal during the past year.

Our primary goal continues to be to provide you with logical, cost-effective engineering and community planning services to meet the borough's needs. Because there is no better resource than our clients for identifying areas where improvements can be made, we ask that you please let us know where we can improve our service to you.

I will remain your primary point of contact for the coming year. Our annual engineering retainer includes my attendance at monthly Borough Council and Planning Commission meetings and mileage. Our retainer fee in 2022 will be \$160.00 per meeting. All other work is performed on a time and expense basis in accordance with the attached rate schedule.

Enclosed please find an updated Instantaneous Response Plan (IRP) for your records. Please make use of this IRP should you need to contact us at any time. Thank you for your business in 2021. We look forward to serving you in 2022.

Sincerely,

Michael Knouse, PE  
Project Manager

Enclosures

Z:\Shared\Projects\08868\088682002 LB-Meeting Attendance\2022\00 Contracts\01 Proposal\Lemoyne Eng 2022\_Ltr\_2021-11-15.docx





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## INSTANTANEOUS RESPONSE PLAN for LEMOYNE BOROUGH

We answer to you. 24/7/365.

At RETTEW, our core values include relationships, excellence, and stewardship. To live these core values, communication with and service to our clients must be exceptional. You, our client, must be able to reach us easily when you have a need – whenever that time might be. This Instantaneous Response Plan (IRP) provides names and phone numbers of RETTEW's key staff members serving your Borough. Our contact numbers are listed; please don't hesitate to use them if you need to reach us.

Client Contact: Michael Knouse, PE  
Direct Dial:..... 717-516-7523  
Cell: ..... 717-645-6572

Back-up Client Contact: Frank Chlebnikow, AICP  
Direct Dial:..... 717-516-7481  
Cell:..... 717-475-0394  
Home:..... 717-652-8122

Team Lead: Michele Aukerman, PE  
Direct Dial:..... 814-308-0645  
Cell:..... 814-571-2054

Service Area Director: James R. Caldwell  
Direct Dial:..... 717-431-3740  
Cell:..... 717-808-9343  
Home:..... 717-872-8815

Principal-in-Charge: Brian Engle, PE  
Direct Dial:..... 717-516-7472  
Cell:..... 717-951-3530

# 2022 RATE SCHEDULE

POSITION			HOURLY RATE
Archaeological Field Technician Assistant CAD Operator	Assistant Site Designer Marketing Assistant	Survey Technician 1	\$69.00
Administrative Assistant Archaeologist 1 Archaeological Crew Chief Assistant Engineer Assistant Community Development Specialist Assistant Geologist	Assistant Geotechnical Engineer Assistant Landscape Architect Assistant Scientist CAD Operator Front Desk AA GIS Technician 1	Health & Safety Technician 1 Jr. Planner Survey Technician 2 Field Technician 1	\$85.00
Biologist 1 Community Development Specialist 1 Utility Locator 1 Designer 1 Electrical Control Engineer Environmental Scientist 1 Field Engineer	Field Technician 2 Geologist 1 Geoscientist 1 GIS Analyst 1 Health & Safety Technician 2 Marketing Coordinator	Party Chief 1 Project Technician 1 Resident Project Representative 1 Soil Scientist 1 Sr. Administrative Assistant	\$96.00
Archaeologist 2 Biologist 2 CAD Manager Utility Locator 2 Designer 2 Engineer 1 Environmental Scientist 2 Field Supervisor 1	Geologist 2 Geophysicist 1 Geoscientist 2 GIS Analyst 2 Health & Safety Technician 3 Land Planner 1 Landscape Architect/Designer 1 MS4 Coordinator	Party Chief 2 Project Surveyor 1 Resident Project Representative 2 Site Manager 1 Soil Scientist 2 Sr. Project Technician Sr. Utility Locator	\$107.00
Archaeologist 3 Community Development Specialist 2 Utility Locator 3 Engineer 2 Field Supervisor 2 Geophysicist 2	Geoscientist 3 GIS Analyst 3 Health & Safety Consultant 1 Land Planner 2 Landscape Architect/Designer 2 Project Surveyor 2	Resident Project Representative 3 Site Designer 2 Soil Scientist 3 Sr. Designer 1 Sr. Party Chief	\$124.00
Biologist 3 Communications Manager Community Development Specialist 3 Construction Manager 1 Design Manager Engineer 3 Environmental Scientist 3 Geologist 3	Geophysicist 3 Health & Safety Consultant 2 Historic Resource Specialist Land Planner 3 Landscape Architect/Designer 3 Project Manager 1 Site Designer 3 Site Manager 2	Sr. Utility Locator Sr. Designer 2 Sr. GIS Analyst 1 Sr. MS4 Coordinator Sr. Program Analyst Sr. Resident Project Representative Sr. Soil Scientist 1 Technology Manager 1	\$142.00
Construction Manager 2 Constr. Project Manager/Estimator Procurement Manager Project Manager 2 Sr. Archaeologist 2 Sr. Biologist 1 Sr. Community Development Specialist	Sr. Engineer 1 Sr. Environmental Chemist Sr. Environmental Scientist 1 Sr. Geologist 1 Sr. Geophysicist Sr. GIS Analyst 2 Sr. Health & Safety Consultant 1	Sr. Land Planner 1 Sr. Landscape Architect/Designer 1 Sr. Soil Scientist 2 Sr. Surveyor 1 Technology Manager 2 Watershed Specialist	\$160.00
Sr. Biologist 2 Sr. Construction Manager	Sr. Environmental Scientist 2 Sr. Geologist 2	Sr. Surveyor 2 Technology Manager 3	\$178.00
Chief Engineer Market Manager Practice Team Lead Project Manager 3	Sr. Engineer 2 Sr. Geotechnical Engineer Sr. Health & Safety Consultant 2 Sr. Land Planner 2	Sr. Landscape Architect/Designer Sr. Project Manager Sr. Surveyor 3	\$196.00

## Notes

Effective 1/22 (03200)



# 2022 RATE SCHEDULE

KEY PERSONNEL	HOURLY RATE
Mike Knouse, Primary Contact	\$160.00

## Notes

- Overtime may be charged at a rate of 1<sup>1</sup>/<sub>2</sub> times the above rates for specific employees, as required by federal law.
- Invoices will be rendered monthly and are payable upon receipt.
- Charges are subject to revision.

EXPENSE	RATE
ATV	\$50.00/day
Data Collection Tablet	\$40.00/day
Mapping-Grade GPS	\$85.00/day
Metrotech Line Locator	\$50.00/day
Mileage	Current federally allowable rate
Nuclear Density Gauge	\$90.00/day
Overnight stays (including lodging and per diem)	\$165.00/day
Photocopies	\$.35/each
Postage and Certified Mail	Cost
Prints	\$.65/SF
Robotic Total Station	\$155.00/day
Survey-Grade GPS	\$110.00/day
UTV/Ranger	\$65.00/day
Geophysics Equipment	\$250.00/day
Overnight mail (FedEx, etc.), miscellaneous travel expenses (parking, tolls, etc.), field supplies, title searches, subconsultants/subcontractors, testing, filing/application fees, GIS data	Cost + 15%



We answer to you.

Corporate Headquarters: 3020 Columbia Avenue - Lancaster, PA 17603 - Phone (717) 394-3721 - Fax (717) 798-9879  
E-mail: [rettew@rettew.com](mailto:rettew@rettew.com) • Web site: [rettew.com](http://rettew.com)

## PROFESSIONAL SERVICES AGREEMENT

Project No. 088682002

THIS AGREEMENT entered into on this 15th day of November, 2021 by and between  
Lemoyne Borough located at 510 Herman Avenue, Lemoyne, PA 17043

hereinafter called "CLIENT" and RETTEW Associates, Inc., hereinafter called "RETTEW" is as follows:

THE AGREEMENT IS ENTERED INTO WITH RESPECT TO THE FOLLOWING PROJECT:

Retain RETTEW as municipal engineer

located at: Lemoyne Borough, Cumberland County, Pennsylvania  
hereinafter called the PROJECT.

THE CLIENT AND RETTEW AGREE AS FOLLOWS:

A. Scope of Services to be Provided by RETTEW:

Work to be completed as requested by municipal officials.

B. Total Fee to be Paid to RETTEW:

Fees will be established for each project assigned.

C. Schedule for the Services of RETTEW:

Will be as mutually agreed upon between CLIENT and RETTEW.

D. This PROFESSIONAL SERVICES AGREEMENT shall include the PROFESSIONAL SERVICES AGREEMENT TERMS AND CONDITIONS as attached hereto.

ACCEPTANCE AND EXECUTION OF THIS AGREEMENT:

BY:

(Client Signature)

(Printed Name)

BY:

(RETTEW Signature)

(Printed Name)

TITLE:

TITLE:

DATE:

DATE:

## PROFESSIONAL SERVICES AGREEMENT TERMS AND CONDITIONS

**1. Scope of Services.** RETTEW Associates, Inc. ("RETTEW") agrees to provide professional services set forth in the Scope of Services to the Client (the "Services") pursuant to these Terms and Conditions (the "Terms"). These Terms, together with the Professional Services Agreement and its attachments, constitutes the entire agreement between the parties concerning the Services. Unless specifically included in the Scope of Services, RETTEW shall not provide any construction phase services including, but not limited to, construction observation of any other contractor's work. RETTEW shall not control, or be responsible for, the construction means, methods, techniques, sequences or procedures of any contractor and shall not be responsible for site safety. RETTEW shall not be responsible for procuring permits, certificates, and licenses required for any construction unless such procurement responsibilities or other responsibilities are specifically assigned to RETTEW in the Scope of Services.

**2. Invoices.** Client represents and warrants that it possesses the financial resources to fulfill its payment obligations hereunder and that such resources do not rely significantly on contingent, third-party monies. Client agrees to maintain such resources during the term hereof and that the failure to maintain such resources shall constitute a material breach hereof. Unless otherwise agreed, Client will be invoiced every 4 weeks for services performed to date and a final invoice will be timely provided upon completion of the Services. Payment is due on receipt and is past due 30 days from invoice date. Interest will be added after 30 days at the rate of 1.5% per month or partial month overdue. Any right to withhold payment based on errors or discrepancies in the invoice is waived if not identified in writing to RETTEW within 10 days of the date of invoice. Client will reimburse RETTEW's reasonable attorneys' fees and litigation costs incurred in pursuing collection of any amount due from Client, in addition to amounts otherwise due hereunder. Timely payment to RETTEW is a material consideration of this Agreement. RETTEW may **suspend or terminate** its work upon written notice if any Client invoice is not timely paid. Client agrees to defend, indemnify and hold RETTEW harmless from any damages that may arise due to such suspension or termination.

**3. Standard of Care.** RETTEW shall perform the 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 at the same time and in the same or similar locality. This standard of care shall exclusively be judged as of the time the services are rendered and not according to later standards. RETTEW MAKES NO EXPRESS WARRANTIES, AND EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES IMPLIED BY LAW AS THEY MAY APPLY TO THIS AGREEMENT, INCLUDING THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Client agrees that neither RETTEW nor any of its subconsultants owes any fiduciary duty to Client or agency relationship between Client and RETTEW and that, in any event, RETTEW's course of conduct during the performance of the Services shall not create a fiduciary duty or agency relationship.

**4. Indemnification.** To the fullest extent permitted by law, Client agrees to indemnify, defend and hold the RETTEW Group harmless from and against any and all manner of demands, claims, liabilities, costs and expenses (including, without limitation, reasonable attorneys' and experts' fees and other reasonable defense costs) arising out of any negligent act or omission, or any breach of this Agreement, by Client or any individual or entity for whose acts Client is responsible. To the fullest extent permitted by law, RETTEW agrees to indemnify, defend and hold the Client Group harmless from and against any and all manner of demands, claims, liabilities, costs and expenses (including, without limitation, reasonable attorneys' and experts' fees and other reasonable defense costs) arising out of any negligent act or omission, or any breach of this Agreement, by RETTEW or any individual or entity for whose acts RETTEW is responsible. With regard to any claims arising out of professional services, any defense obligation assumed by RETTEW shall be interpreted as an obligation to reimburse reasonable defense costs, including but not limited to reasonable attorney's and expert's fees. As used in Paragraphs 4 and 5, a "Group" includes the identified party, its parents, subsidiaries and affiliates, their agents, successors and assigns, or any of their shareholders, directors, partners, members, officers or employees.

**5. Limitations of Liability.**

**a.** RETTEW Group's aggregate liability for damages arising from or related to this Agreement, under any theory of liability, shall not exceed the fees paid by Client for performance of the Services. RETTEW shall only be liable for such damages to the extent caused by its negligence or breach of this Agreement.

**b.** If RETTEW fails to include any required item or component of the Project from the drawings, sketches, specifications and other documents in any form provided to or for Client by RETTEW under this Agreement (the "Deliverables"), RETTEW shall correct the omission on the Deliverables without charge to Client and reasonable additional construction costs incurred by the Client due to the omission, but shall not be responsible for the cost of the item or component itself, or the cost of installation.

**c.** Neither party Group shall be liable to the other for punitive, exemplary, special, indirect, incidental or consequential damages (including, but not limited to, lost profits, lost revenues, lost business opportunities, loss of use, fines, penalties, and

loss of or corruption to data) arising from or related to this Agreement, regardless of the theory liability, and even if they have been advised of the possibility of such damages or loss.

**d.** RETTEW hereby advises Client that it is willing to negotiate higher limitations of liability than those set forth herein, subject to increased compensation. Client has chosen to enter into this Agreement subject to the above limitations of liability after consideration of the totality of the proposal presented by RETTEW.

**6. Relationship with Other Consultants and Contractors** RETTEW is not responsible for any errors or omissions by other consultants, contractors or their respective subcontractors (collectively, "Contractors"), including, but not limited to, such Contractors' failure to adhere to the Deliverables, regardless of whether or not RETTEW is observing their work. RETTEW owes no duty to any Contractor to discover their errors, omissions or other defects in its work or in the work of its subcontractors. Client will use reasonable efforts to include the following language in its agreements with other Contractors on the Project: *"To the fullest extent permitted by law, contractor or consultant expressly waives any claims or causes of action against the project engineer for damages sustained in connection with the project, under any theory of liability, except to the extent that the damages resulted from personal injury or property damage. The project engineer is an intended third-party beneficiary of this provision."*

**7. Termination.** In addition to any other termination rights set forth herein, this Agreement may be terminated by either party upon 7 days written notice if the other party fails materially to perform in accordance with its terms. If the Project is permanently abandoned, this Agreement may be terminated by Client upon at least 7 days written notice to RETTEW. In the event of termination of the Project, Client will compensate RETTEW for Services performed or provided up to its receipt of the written notice of termination, for all reimbursable expenses incurred by RETTEW in furtherance of the Services (whether or not incorporated into the Services prior to termination), and reasonable fees and expenses directly associated with the closing the matter, the latter as approved by Client in advance. Timely payment to RETTEW is a material consideration of this Agreement. Client's failure to make payments in accordance with this Agreement shall constitute substantial non-performance and a cause for termination by RETTEW.

**8. Insurance.** During the term of the Agreement, RETTEW will maintain Workers' Compensation insurance, General Liability insurance, Automobile insurance, and Professional Liability insurance in commercially reasonable amounts. Client will maintain, or require its other contractors or consultants on the Project to maintain, such policies (if applicable) in commercially reasonable amounts. Except to the extent that such waiver would invalidate the applicable insurance coverage, the parties waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages to the extent covered by property insurance, except such rights as they may have to the proceeds of such insurance. Client and RETTEW shall require similar waivers from their contractors, consultants and agents.

**9. Opinions of Probable Construction Cost.** RETTEW's opinions of probable construction cost and other cost opinions or estimates are to be made on the basis of RETTEW's experience and qualifications as an engineer and represent RETTEW's best judgment as an experienced and qualified design professional generally familiar with the industry. However, because RETTEW has no control over the cost of labor, materials, equipment, or services furnished by others, or over the contractor's methods of determining prices, or over competitive bidding or market conditions, RETTEW cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by RETTEW or other cost opinions or estimates. If Client wishes greater assurance as to probable construction costs, Client shall employ an independent cost estimator.

**10. Disputes.** If a dispute arises from or relates to this Agreement or the breach thereof, that cannot be settled through direct discussions, the parties agree to endeavor first to settle the dispute by non-binding mediation administered by the American Arbitration Association under its Construction Industry Mediation Procedures before resorting to litigation. The parties further agree that they may initiate litigation regarding any dispute arising out of or relating to this Agreement, or breach thereof, if mediation does not result in a resolution within 90 days of initiation. Litigation between the parties regarding this Agreement shall be brought in a court of competent jurisdiction located in the state where the work hereunder is performed. In the event of litigation, the prevailing party shall be entitled to collect its reasonable attorneys' fees, experts' fees and costs related to the litigation from the other party. This Agreement shall be governed by and construed under the law of the state where the work hereunder is performed, without regard to its principles of conflicts of laws. The parties waive their right, if any, to a jury trial.

**11. Client Responsibilities.** Client will provide access to the site as necessary for RETTEW's performance of the Services. Client will provide, in a timely fashion, complete physical information about the site that may be necessary or desirable for RETTEW to perform the Services. Client will timely review proposals, schedules,



plans, and specifications prepared by RETTEW, and cooperate with RETTEW so that RETTEW may complete the Services in a timely fashion. Failure to provide such timely review may adversely impact scope, schedule and budget related to the Services. RETTEW shall be entitled to rely on information and recommendations provided by Client, and its Contractors without independent evaluation or verification.

**12. Notice of Defects.** Client shall promptly report to RETTEW any defects or suspected defects in the Services, so that RETTEW may take measures to minimize the consequences of such defect. Client will use reasonable efforts to include a similar contractual requirement on its Contractors. Failure by Client, and/or Client's Contractors, to so notify RETTEW shall relieve RETTEW of the costs of remedying the defects to the extent of the additional costs resulting from the failure of prompt notification.

**13. Underground Utilities.** Client will identify to RETTEW, in writing, the locations of known or suspected underground utilities or other underground structures or features at and near the project site that could affect the services to be provided (collectively, "Underground Utilities") and will provide all drawings in its possession or control that identify Underground Utilities. RETTEW will be responsible for the proper siting of underground utilities when provided with proper and accurate information regarding their location. Client agrees to defend, indemnify and hold RETTEW harmless from all penalties, claims and damages it sustains in connection with: (a) Underground Utilities that are not identified to RETTEW as required, not properly identified, or not properly located by municipalities, authorities, or utilities after proper notice (i.e., after calling the applicable state utility locating hotline, if one exists), and (b) construction schedules or practices out of RETTEW's control or knowledge that violate state utility locating notice requirements or invalidate otherwise proper utility notification made by RETTEW.

#### 14. Fees.

a. Unless expressly stated otherwise in the Scope of Services, the "Total Fee" above is RETTEW's best estimate of the cost of Services required to complete the Project as RETTEW understands it to be defined and is not a cost-not-to-exceed limit on RETTEW's compensation. For fixed fee projects, payment shall be made based on the percent of work completed for each phase of work, unless otherwise agreed. For time and expense (cost plus) projects, billings are based on the hours worked, including travel time portal-to-portal, and reimbursable expenses. Overtime for non-exempt employees will be billed at 1.5 times the hourly rate.

b. Client is responsible for RETTEW's out-of-pocket expenses incurred in performing the Services, including, but not limited to, travel expenses, outside consultants, approval and permit fees, and any supplemental insurance requested. Reimbursable expenses will be billed at RETTEW's actual cost, plus 15%, except sales tax will be reimbursed at cost and mileage will be reimbursed at the applicable federal rate. Hotels and meals will be billed as a per diem expense as set out in the Rate Schedule.

#### 15. Additional Work.

a. RETTEW shall be entitled to an equitable increase in compensation if it is required to perform additional work due to changes in Client decisions or Client's failure to make decisions in a timely fashion. Services or tasks beyond those set forth in the Scope of Services (including but not limited to, revisions due to adjustments in the project scope, quality, or budget) are considered "Additional Services" and will be billed at RETTEW's standard hourly rates, unless the parties agree otherwise in a change order or amendment to this Agreement.

b. If Additional Services are requested, RETTEW will provide Client with a change order or amendment to this Agreement to memorialize the parties' obligations regarding the Additional Services. RETTEW reserves the right to refuse to perform Additional Services until it receives written approval of the change order or amendment from the Client. If RETTEW does not receive such written approval in a timely manner, the project schedule could be impacted.

**16. Work Product and Intellectual Property.** Conditioned on full payment of amounts owed to RETTEW, RETTEW grants Client physical ownership of the Deliverables, and a royalty-free, nontransferable license to use the Deliverables solely for the Project. RETTEW retains all other intellectual property rights in the Deliverables and the intellectual property rights in any other document reduced to tangible form by RETTEW in furtherance of this Agreement. The Deliverables may not be used on any other projects or to complete the Project without RETTEW's consent, which will not be unreasonably withheld. Use of the Deliverables (or the data contained therein) in a manner that is contrary to this paragraph, or any alteration or modification of the Deliverables (or the data contained therein), is at Client's sole risk. Client agrees to defend, indemnify and hold RETTEW harmless from any liability for damages arising from such use, alteration or modification. Payment of all sums due in accordance with the terms of this Agreement is a condition precedent to Client's ownership or use of the Deliverables. Client shall consult with RETTEW before interpreting or clarifying the Deliverables.

**17. Miscellaneous.** There are no third party beneficiaries of this Agreement. There are no understandings or agreements concerning this Project except as expressly stated herein. These Terms cannot be modified, altered, abridged, rescinded or supplemented by any unilateral statement or writing of either party. These Terms control over any subsequent writings, unless specifically and explicitly agreed to by both parties, in

writing. If the Client directs RETTEW to initiate Services before execution of an agreement, these Terms will govern the engagement, unless subsequently agreed by the parties in writing. Neither party may assign this Agreement without the other party's written consent, which shall not be unreasonably withheld. If any provision hereof is deemed invalid or unenforceable, the other provisions shall remain in full force and effect, and binding upon the parties hereto. RETTEW may withdraw or revise the proposal if the Agreement is not executed by Client within 60 days of receipt.

#### 18. CONSTRUCTION SERVICES (If included in Scope of Services)

18.1 RETTEW offers construction observation and construction administration services, but does not offer construction management or construction inspection services. (Construction management services are offered by RETTEW's affiliate, RETTEW Field Services, Inc.) RETTEW shall become generally familiar with the progress and quality of that portion of the work within the Scope of Services to determine, in general, if such work is being performed in a manner indicating that such work, when fully completed, will be in accordance with the construction documents. RETTEW shall not be required to make exhaustive or continuous on-site visits to observe the quality or quantity of such work. RETTEW's services do not include supervision or direction of the actual work of the contractor, its employees, agents or subcontractors. Client agrees to notify the contractor accordingly. The contractor shall also be informed by Client that neither the presence of RETTEW's field representative nor the observation by RETTEW shall excuse the contractor for defects or omissions in its work.

18.2 RETTEW shall not be responsible for any contractor's schedules or failure to carry out the work in accordance with the construction documents. RETTEW shall not have control over or charge of acts or omissions of any contractor, subcontractor, or their agents or employees, or of any other persons performing portions of the construction work.

18.3 Client agrees that its contractor will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performances of the work, and that these requirements will apply continuously and not be limited to normal working hours. Any observation of the contractor's performance conducted by RETTEW's personnel will not include review of the adequacy of the contractor safety measures in, on or near the construction site. RETTEW is not responsible for any contractor's failure to observe or comply with the Occupational Health and Safety Act of 1970, and regulations or standards promulgated thereunder, or any state, county, or municipal law or regulation of similar import or intent.

18.4 If expressly required under the Scope of Services to do so, RETTEW shall review contractors' submittals within 10 business days of their submission, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the construction documents. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by any contractor, all of which remain the responsibility of the contractor. RETTEW's review shall not constitute approval of safety precautions or of construction means, methods, techniques, sequences or procedures and RETTEW does not check or review the methods by which the contractor intends to execute the design. A recommendation for payment shall not be construed as permitting any departure from the contract between Client and the contractor or the construction documents, and the contractor shall remain responsible for any error in details, dimensions or otherwise that may exist. RETTEW's review and acceptance of shop drawings or submittals does not constitute approval or acceptance of design changes contained therein unless the contractor has specifically informed RETTEW in writing of such deviation at the time of the submittal and (1) RETTEW and Owner have given written approval to the specific deviation as a prior change in the work, or (2) a change order has been issued authorizing the deviation. When professional certification of performance characteristics of materials, systems or equipment is required by the construction documents, RETTEW shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the construction documents.

18.5 If the Scope of Services includes RETTEW's review of contractors' requests for payment, then such services shall be conducted in the following manner. Unless otherwise agreed in writing, RETTEW shall, within 10 business days from the date of receipt by RETTEW, review and evaluate such requests for payment based upon RETTEW's observations of the work and give Client its recommendations regarding such request. RETTEW's recommendations shall constitute a statement to Client as of the date of the contractor's request, that: (a) the work has progressed to the point indicated; and (b) that to the best of RETTEW's knowledge, information and belief, the quality of the work is consistent with the construction documents prepared by RETTEW and there are no known defects or deficiencies in the work for which Client should withhold payment under applicable law. The foregoing statements shall be interim only, shall be subject to an evaluation of the completed work compared to the construction documents, if requested by Client, and do not guarantee against minor deviations from the construction documents as of the date of the review.