

PROFESSIONAL SERVICES CONTRACT

STATE OF TEXAS

COUNTY OF WEBB

CITY OF LAREDO

Contract to Provide Design and Preparation of Plans and Specifications, Cost Estimates Services

PROJECT NAME: WATER & WASTEWATER IMPROVEMENTS FOR VALLECILLO ROAD PROJECT

This Contract made and entered into in Laredo, Webb County, between the City of Laredo, a Municipal Corporation in the State of Texas, hereinafter termed "City", and

**Crane Engineering Corporation
1310 Junction Dr., Suite B
Laredo, Texas 78041
Phone: (956)712-1996**

hereinafter termed "CONSULTANT", a professional firm duly licensed and practicing under the laws of the State of Texas, said Contract being executed by the CITY pursuant to the City Charter and Ordinances and Resolutions of the City Council and by said CONSULTANT for professional services hereinafter set forth in connection with the above designated project for the City of Laredo.

- I. CONSULTANT shall NOT commence work on this proposed Project until he has been thoroughly briefed on the scope of this Project and has been notified in writing to proceed.

The CONSULTANT, in consideration for the compensation herein provided, shall render the following professional services contract necessary for the development of the Project to final completion, per **Attachment "B"** Production Schedule including reports, and special and general conditions or instructions, as acceptable to the CITY, or its duly authorized representative, subject to other provisions of this Contract.

The CONSULTANT shall be represented by a registered professional licensed to practice in the State of Texas at any review meetings where specifically requested by the CITY, which may include but not limited to scope of services meetings, staff review meetings, and meetings for acceptance of the project, and for permits subject to the approval of municipal, State, and federal agencies, where applicable. All reports submitted for review shall bear the seal of a registered professional, as required.

II. Basic Services:

The CONSULTANT shall perform his obligations and Basic Services necessary for the development of the project as described, but not limited to, in **Attachment "A" Scope of**

Services. The Scope of Services provides a description of all tasks required to perform the project and is based on the CITY's desires and objectives for this project.

III. Personnel:

The CONSULTANT represents that it has, or will at its own expense, all personnel required to perform the services for which it responsible under this contract. Such personnel will not be employees of the CITY.

IV. Period of Performance:

Contract time will follow the Vallecillo Road utility relocation schedule (Attachment "B").

If upon review of the work, corrections, modifications and/or alterations are required of the CONSULTANT, these items shall be completed by the CONSULTANT before the work is approved. However, the CITY shall authorize extensions of the time should there be any delays due to reasons beyond the control of the CONSULTANT. Such time extensions shall be equivalent to the amounts of delays incurred. Review time by the CITY will not be charged against CONSULTANT's contract time.

In the performance of the various tasks of this contract the CONSULTANT shall contact the CITY and other governmental entities for particular or peculiar problems which may arise.

The CONSULTANT shall not be liable or responsible for any delays due to strikes, riots, acts of God, national emergency, acts of the public enemy, governmental restrictions, laws, or regulations, or any other causes beyond the CONSULTANT's reasonable control. Within thirty (30) days from the occurrence of any event for which time for performance by CONSULTANT should significantly extended under this provision, CONSULTANT may give written notice thereof to the CITY stating the reason for such extension and the actual or estimated time thereof.

This contract shall remain in force for a period which may reasonably be required for the completion of the project, including any extra work and required extensions thereto, unless discontinued as provided for elsewhere in this contract.

The CONSULTANT shall furnish upon completion of the work herein described in Attachment A "Scope of Services" two sets and a .pdf of the plans and specifications of the project for distribution by the City of Laredo.

V. Compensation and Payment:

The CITY shall pay CONSULTANT for the performance of services as out-lined in this Contract, a fee computed on the basis of an hourly billing rate for all of the CONSULTANT's personnel engaged on the work, plus reimbursable expenses. The hourly billing rates shall be in accordance with billing schedule in **Attachment I**. Reimbursable expenses shall include costs for travel, subsistence, telephone,

reproduction of reports and exhibits, computer time charges, and miscellaneous expenses directly related to the project.

An amount of **Two Hundred Sixty Six Thousand Five Hundred Dollars 00/100 (\$266,500.00)** will not be exceeded without written authorization by the CITY. Said fee will include payroll costs and direct non-labor expenses. **See Attachment "C" for compensation.**

Monthly billings on duly certified work, which is work certified for payment to employer and principles, and expense evidenced by invoices for work performed during the preceding four-week accounting period will be submitted to the CITY during the course of the project.

Compensation for additional services which may be required of the CONSULTANT shall be paid as a lump sum amount agreed to through re-negotiation if the Scope of Services described in the original contract is changed. **See Attachment "D" Compensation for Additional Professional Services.**

Once a month, the CONSULTANT shall submit to the CITY a Partial Request for Payment filled out and signed by the CONSULTANT covering the work completed as of the date of the Partial Request for Payment, and accompanied by such supporting documentation as is required by the Contract documents.

VI. Additional Services:

All work performed by CONSULTANT, which is either described in this paragraph or not included in the "Scope of Services" shall constitute additional services. These shall include:

a. To be determined by the City of Laredo.

THE CONSULTANT SHALL NOT PERFORM ANY WORK WHICH CONSTITUTES ADDITIONAL SERVICES UNTIL IT HAS RECEIVED WRITTEN AUTHORIZATION FROM THE CITY.

VII. Termination and/or Suspension of Work:

a. Right of Either Party to Terminate:

This Contract may be terminated by either party for substantial failure by the other party to perform (through no fault of the terminating party) in accordance with the terms of this Contract. The terminating party must issue a signed, written notice of termination (citing this paragraph) to the other party which shall take effect on the tenth day following receipt of said notice, provided the other party has not cured the substantial failure to perform.

b. Right of CITY to Terminate:

The CITY of Laredo reserves the right to terminate this Contract for reasons failure by the CONSULTANT to perform by issuing a signed, written notice of termination (citing this paragraph) which shall take effect on the twentieth day following receipt of said notice, or after receipt of said notice and upon the scheduled completion date of the performance phase which the CONSULTANT is then currently working, whichever effective termination date occurs first.

c. Right of CITY to Suspend Giving Rise to Right of CONSULTANT to Terminate:

The CITY of Laredo reserves the right to suspend this Contract at the end of any Phase for any reason by issuing a signed, written notice of suspension (citing this paragraph) which shall take effect on the tenth day following receipt of said notice by the CONSULTANT. The suspension notice will outline the reasons for the suspension and the anticipated duration of the suspension but will in no way guarantee the total number of days suspended. Equitable adjustments to the terms of the contract will be addressed in the event the duration of the suspension exceeds 90 days.

The CONSULTANT is hereby given the right to terminate this Agreement in the event that the CITY suspends this Contract. CONSULTANT may exercise this right to terminate by issuing a signed, written notice of termination (citing this paragraph) to the CITY at any time after the effective suspension date. This termination shall be effective immediately upon receipt of said notice by the CITY.

d. Procedures CONSULTANT to follow upon receipt of Notice of Termination if issued by the CITY:

Upon receipt of a notice of termination and prior to the effective date of termination, the CONSULTANT shall, unless the notice otherwise directs, immediately being the phase-out and discontinue all services in connection with the performance of this Contract and shall proceed to promptly cancel all existing orders and contracts insofar as such orders and contract are chargeable to this Contract. Within thirty (30) **receipt** of the notice of termination, the CONSULTANT shall submit a statement, showing in detail the services performed under this **Contract** prior to the effective date of termination.

Copies of all completed or partially completed reproducibles of all completed or partially completed reports prepared under this Contract prior to the effective date of termination shall be delivered to the CITY as a pre-condition to final payment. These documents shall be subject to the restrictions and conditions set forth in VII above.

Upon the above conditions having been met, the CITY shall pay within thirty (30) days of the receipt of the CONSULTANT's invoice that proportion of the prescribed fee which the services actually performed under this Contract bear to the total services called for under this Contract less previous payments of the fee.

Failure by the CONSULTANT to comply with the submittal of the statement and documents as required above shall constitute a waiver by the CONSULTANT of any and all rights or claims to collect monies that CONSULTANT may rightfully be entitled to for services performed under this Contract.

- e. Procedures CONSULTANT to follow upon receipt of Notice of Suspension if issued by the CITY:
 - i. Upon receipt of a notice of suspension and prior to the effective date of the suspension, the CONSULTANT shall, unless the notice otherwise directs, immediately begin to phase-out and discontinue all services in connection with the performance of this Contract and shall proceed to promptly cancel all existing orders and contracts insofar as such orders and contracts are chargeable to this Contract.

CONSULTANT shall prepare a statement showing in detail the services performed under this Contract prior to the effective date of suspension.

Copies of all completed or partially completed designs, plans and specifications prepared under this Contract prior to the effective date of suspension shall be prepared for possible delivery to the CITY but shall be retained by the CONSULTANT until such time as CONSULTANT may exercise the right to terminate.

During the period of suspension, CONSULTANT shall have the option to at any time submit the above referenced statement to the CITY for prompt payment of that proportion of the prescribed fee which the services actually performed under this Contract bear to the total services called for under this Contract, less previous payments of the fee.

- ii. In the event that CONSULTANT exercises his right to terminate at any time after the effective suspension date, within thirty (30) days after **receipt** by the CITY of CONSULTANT's notice of termination CONSULTANT shall submit (if it has not previously done so) the above referenced statement showing in detail the services performed under this Contract prior to the effective date of suspension.

Additionally, the above referenced copies of documents shall be delivered to the CITY as a pre-condition to final payment.

Upon the above condition being met, the CITY shall promptly pay the CONSULTANT that proportion of the prescribed fee which the services actually performed under this Contract bear to the total services called for under this Contract, less previous payments of the fee.

Failure by the CONSULTANT to comply with the submittal of the statement and documents as required above shall constitute a waiver by the CONSULTANT of any and all rights or claims to collect monies that CONSULTANT may rightfully be entitled to for services performed under this Contract.

VIII. CONSULTANT's Insurance and Warranty:

Insurance: The CONSULTANT shall procure and maintain insurance (**as per Attachment F**) for protection from claims and workman's compensation acts, claims for damages because of bodily injury personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom.

The CONSULTANT warrants that he has not employed or retained any company or person other than a bona fide employee working solely for the CONSULTANT to solicit or secure this contract, and that he has not for the purpose of soliciting or securing this contract paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach of this warranty, the CITY shall have the right to terminate this contract under the provisions of VII above.

IX. Changes in Scope of Services:

The CITY, may, from time to time, request changes in the Scope of Services to be performed by the CONSULTANT hereunder and if such changes are agreed to by the CONSULTANT, they shall be included as **written amendments** to this contract.

X. Subletting or Assigning of Contract:

The "CITY" does not allow, permit, negotiate, authorize nor approve any assignment of contract proceeds between the "CITY", the "CONSULTANT", and/or with a bank, lending institution or any type of financial institution either before, during or after a contract award.

The "CITY" agrees to pay the "CONSULTANT" for specified services as stated in the agreed contract.

The "CITY" does not agree to pay any additional party either jointly or separately for the contract.

XI. CONSULTANT's Responsibility & Liability:

Acceptance and approval of the final documents by the CITY Engineer shall not constitute nor be deemed a release of the responsibility and liability the CONSULTANT for the accuracy and competency of its documents and work performed under this contract. No approval or acceptance by or in behalf of the CITY shall be deemed to be an assumption of such responsibility by the CITY for any defect, error, or omission in the said designs, working drawings, specifications or other documents as prepared by the CONSULTANT.

Re-designs required or occasioned after completion and acceptance by Owner of the documents, for the convenience of the CITY shall be paid for as provided and prescribed hereinafter under Additional Services of the CONSULTANT.

XII. Indemnification:

CONSULTANT shall and does hereby agree to indemnify and hold harmless the CITY from any and all damages, loss or liability of any kind, whatsoever, by reason, of injury to third person occasioned by any negligent act, error, or omission of CONSULTANT, its officers, employees, or other persons for whom CONSULTANT is legally liable, in rendering or failing to render professional services with regard to the performance of this Contract. The CONSULTANT will at own cost and expense defend and protect the CITY against any and all such claims and demands. The CONSULTANT's liability to the CITY under this provision shall in no event exceed the amount of the total compensation received by the CONSULTANT for services hereunder.

XIII. Severability:

If for any reason, any one or more paragraphs of this contract are held invalid; such judgment shall not affect, impair, or invalidate the remaining paragraphs of the contract but be confined in its operations the specific section, sentences, clauses, or parts of this contract held invalid and invalidity of any section, sentence, clause or parts of this contract in any one or more instance, shall not affect or prejudice in any way the validity of this contract in any other instance.

XIV. Interest of CONSULTANT:

The CONSULTANT agrees that it has **no** interests, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract.

XV. Owner of Documents:

All documents including the original will remain the property of the CONSULTANT as instruments of service. However, it is to be understood that the CITY shall have free access to all such information with the right to make and retain copies of documents including field notes and data. Any re-use without specific written verification or adaptation by CONSULTANT will be at the CITY's sole risk and without liability or legal exposure to CONSULTANT. Any such verification or adaptation may entitle CONSULTANT to further compensation at rates to be agreed upon by the CITY and CONSULTANT.

XVI. Equal Employment Opportunity/Minority Business Enterprise:

The CONSULTANT agrees not to engage in employment practices which have the effect of discriminating against any employee or applicant for employment and will take affirmative steps to ensure that applicants and employees are treated during employment without regard to their race, color, religion, national, origin, sex, age, handicap, or political belief or affiliation. Specifically, the CONSULTANT agrees to abide by all applicable provisions of the Nondiscrimination Clause as contained in the City of Laredo's current Affirmation Action Plan on file in the CITY Secretary's Office. In the event non-compliance occurs, the CONSULTANT, upon written notifications by the CITY will commence compliance procedures within thirty (30) days.

XVII. Political Interests in this Contract:

No employee of the CITY shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom; provided, however, that this provision shall not be constructed to extend to this contract if made with a corporation for its general benefit.

XVIII. CONSULTANT Represents that the services under this Agreement shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other professional CONSULTANT under similar circumstances at the time the services are performed. No other representations to CITY, expressed or implied, and no warranties or guarantees are included or intended in the Agreement, or in any report, opinion, document or otherwise.

CONSULTANT shall be responsible to CITY for CONSULTANT services and the services of its subcontractors. CONSULTANT shall not be responsible for the acts or omissions of other parties engaged by CITY.

XIX. CITY grants to CONSULTANT, and, if the project site is not owned by CITY, warrants that permission has been granted for, a right of entry from time to time by CONSULTANT, its employees, agents and subcontractors, upon the project site for the purpose of providing the Services. CITY recognizes that the use of investigative equipment and practices may unavoidably alter the existing site conditions and affect the environment in the area being studied, despite the use of reasonable care.

XX. Consequential Damages

Neither party shall be liable to the other for consequential damages, including, without limitation, loss of use or loss of profits, incurred by one another or their subsidiaries or successors, regardless of whether such damages are caused by breach of contract, willful misconduct, negligent act or omission or other wrongful act of either of them.

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XXI. Entire Contract:

This Contract represents the entire and integrated Contract between the CITY and the CONSULTANT and supersedes all prior negotiations, representations, or Contracts, either oral or written. This Contract may be amended only by written instrument signed by both the CITY and CONSULTANT.

IN WITNESS WHEREOF, the CITY of Laredo has lawfully caused those presents to be executed by the hand of the CITY Manager of said CITY, and the corporate seal of said CITY to be hereunto affixed and this instrument to be attested by the CITY Secretary, and the said CONSULTANT, acting by the hand of EDWARD D. GARZA, P.E. Thereunto authorized PRESIDENT does now sign, executed and deliver this document.

DONE IN LAREDO, TEXAS, on this _____ day of _____ 20____.

By:
CRANE ENGINEERING CORPORATION
CONSULTANT

Edward D. Garza, P.E., CFM
President

ATTEST:

By:
CITY OF LAREDO

Authorized Signature

Joseph Neeb
City Manager

Mario Maldonado
City Secretary

Date: _____

Date: _____

HOURLY RATES & REIMBURSABLE EXPENSES

Project: Provide Design and Preparation of Plans and Specifications for the Water & Wastewater Improvements for Vallecillo Road Project

Principal/Project MGR	\$ 265.00
Licensed Engineer	\$ 195.00
Engineer (EIT)	\$ 135.00
Engineering Technician	\$ 75.00
AutoCadd Tech II	\$ 105.00
Administrative Assistant	\$ 80.00
Survey Crew	\$ 165.00
GPS Fee	\$ 25.00
Reproduction Services	
	\$ 0.12 / pg B&W
8 ½" x 11"	\$ 0.22 / pg Color
24" x 36"	\$ 5.00 each B&W



**ATTACHMENT A – SCOPE OF SERVICES
TO BE PROVIDED BY ENGINEER**

**WATER & WASTEWATER IMPROVEMENTS
FOR VALLECILLO ROAD PROJECT**

Crane Engineering proposes to provide engineering design and perform construction phase services for the replacement of approximately 1,500 LF of 8" wastewater force main, 6,100 LF of 12" water main, 260 LF of 8" wastewater gravity line, and 260 LF of 8" waterline within FM 1472 and Vallecillo Road up to Sara Road.

The specific tasks anticipated to be required for completion of the project are described in greater detail as follows:

TASK 1 – PRELIMINARY ENGINEERING / PROJECT INITIATION

- 1.1 Meet with City to discuss project goals and budget;
- 1.2 Utilize TxDOT ROW maps, plats and masterplans from City Planning Dept. and existing topo to develop base maps;
- 1.3 Coordinate project with RMA, TxDOT, and City;
- 1.4 Coordinate with Geotech consultant retained by City;

TASK 2 – TOPOGRAPHIC SURVEY

- 2.1 CEC will use GPS/RTK procedures, and traditional ground survey procedures, as appropriate, to efficiently and effectively provide base mapping and design survey services detailed below;
- 2.2 Project Survey Control:
 - o Establish permanent primary survey control sufficient to control the topographic and planimetric survey and serve as the basis of the construction control for the proposed wastewater and water main project.
 - o Establish primary survey control at intervals appropriate for this work effort. Control will generally be set within TxDOT right of way and proposed Vallecillo ROW.
 - o Elevation will be based on North American Vertical Datum of 1988 (vertical datum) derived from the multiple independent GPS sessions and checked to any recovered City of Laredo control monuments and coordinated with Vallecillo project controls.
 - o Complete a differential level loop to refine the GPS derived vertical values.
- 2.3 Electronic Base Map for Design Development
 - o Prepare a base map of the proposed route including the following:
 - Depict apparent or approximate right of way lines based on physical evidence recovered in the field and coordination with TxDOT and City;
 - o Add topographic information based on field topo surveys;
 - o Add all existing utilities received from UCC coordination;
 - o Add proposed Vallecillo Road improvements that impact project design;
 - o Generate one (1) foot contours. Information will be utilized to develop proposed water line profiles in the plan and profile drawings;
 - o Place a Texas 811 call and survey the horizontal location of utilities as marked by Texas 811;

TASK 3 – UTILITY COORDINATION

- 3.1 Introduce the project to the UCC. Request redlines showing any updates of existing utilities from our original request on Vallecillo Project (± 2 years);
- 3.2 Meet with utility companies, as needed, for any specific coordination related to water and wastewater;
- 3.3 Obtain redlines from Committee and use these to update Existing Utility Layout; (if needed)
- 3.4 Submit updated preliminary Existing Utility Layouts and obtain comments from Committee and/or Utility Owners for latest updated Utility Map;
- 3.5 Submit updated utility layouts and concurrence or comments from Committee.

DELIVERABLES (TASK 3)

- o Existing utility and topo map;

TASK 4 – DEVELOP CONSTRUCTION DOCUMENTS

- 4.1 Prepare preliminary waterline and wastewater alignments based on controlling topo, Vallecillo schematic plans and prepare preliminary cost estimate; Submit to City for review and comment; Identify easement needs, if any;
- 4.2 Prepare construction plans and specifications based on approved alignment;
- 4.3 Update cost estimate to reflect final design;
- 4.4 Submit to UCC to coordinate conflicts and secure C3 letter;
- 4.5 TxDOT Utility Permit application; Coordinate with TxDOT for permit.

DELIVERABLES (TASK 4)

- o 50% and 95% plan submittal;
- o Pdf of plans and specifications for bid letting;
- o Final Cost Estimate;
- o C3 Letter;
- o TxDOT Permit.

TASK 5 – BID LETTING SERVICES

- 5.1 Assist with public notice;
- 5.2 Conduct pre-bid meeting and provide minutes;
- 5.3 Address questions and issue addendum as required;
- 5.4 Review bids and prepare bid tabulation;
- 5.5 Provide letter of recommendation;
- 5.6 Attend City Council meeting;

DELIVERABLES (TASK 5)

- o Bid Tabulation;
- o Letter of Recommendation;
- o Addendums as needed;

TASK 6 – CONSTRUCTION PHASE SERVICES (ASSUME 6 MONTHS)

- 6.1 Attend and conduct the pre-construction meeting;
- 6.2 Review contractor submittals. Provide comments, and recommendations to City;
- 6.3 Prepare cut sheets;
- 6.4 Assist the City with RFIs, Field Changes, Change Orders, etc.;
- 6.5 Attend and conduct monthly construction meetings; (up to 6)
- 6.6 Assist the City in reviewing, recommending, and approving contractor pay requests; (up to 6)
- 6.7 Perform pre-final inspection and provide punchlist;
- 6.8 Perform final inspection;

- 6.9 Prepare as-built plans of water and wastewater improvements;
- 6.10 Prepare closing documents for City acceptance and final payment to contractor;

TASK 7 – CONSTRUCTION STAKING & AS-BUILT FIELD SURVEYS

- 7.1 Perform construction staking;
- 7.2 Perform as-built field surveys.

DELIVERABLES FOR AS-BUILTS

- o CSV Point file;
- o 2D Auto Cad files, DWG Format;
- o PDF of as-built plans.

ASSUMPTIONS

- o City will retain Geotechnical consultant;
- o City will provide access to all relevant existing data concerning the project, including masterplans for water and wastewater.

SERVICES REQUIRING ADDITIONAL COMPENSATION

- o Easement acquisition surveys;
- o Environmental studies, USACE permits;
- o Flood studies, permits;
- o Construction phase services beyond agreed construction contract time;
- o SUE services;
- o Value Engineering.

PROJECT SCHEDULE

Task

1	Preliminary Engineering	30 days
2	Topo Survey / Mapping	30 days
3	Utility Coordination	30 days
4	Construction Documents	120 days + time for permit acquisition
5	Bid Letting	45 days
6	Construction Phase Services	As per construction contract, Assume 6 months
7	Construction Staking / As Built Field Surveys	As per construction contract for staking +30 days after final inspection for as-builts

FEE \$266,500

ATTACHMENT B

PROJECT SCHEDULE AND DELIVERABLES TO BE PROVIDED BY ENGINEER

WATER & WASTEWATER IMPROVEMENTS FOR VALLECILLO ROAD PROJECT

Project Schedule:

Task	Time
1 – Preliminary Engineering / Project Initiation	30 Days
2 – Topographic Survey	30 Days
3 – Utility Coordination Meetings	30 Days
4 – Develop Construction Documents	120 Days + time for permit acquisition
5 – Bid Letting Services	45 Days
6 – Construction Phase Services	As per construction contract; Assume 6 months
7 – Construction Staking / As Built Field Surveys	As per construction contract for staking +30 days after final inspection for as-builts

Deliverables to be provided are summarized below:

Preliminary Phase

- Technical Memorandum summarizing existing conditions, topographic features, floodplain, preliminary waterline and wastewater layouts, field assessment, controlling features, existing utilities, identify regulatory agencies affecting project, preliminary cost estimate, and design criteria.

Construction Documents

- 50% plans, one (1) full size (24" x 36") paper copy at 1" = 40' and 1 PDF
- 95% construction documents, one (1) full size (24" x 36") paper copy and 1 PDF
- Final plans and specifications, two (2) full size paper copies and 1 PDF

Utility Potholes

- RMA is performing potholes for Vallecillo project. We will utilize this information to assist with design development.

ATTACHMENT C

COMPENSATION FOR PROFESSIONAL SERVICES RELATED TO BASIC CONTRACT

WATER & WASTEWATER IMPROVEMENTS FOR VALLECILLO ROAD PROJECT

- 1) Compensation shall be on fixed fee basis by task as outlined in the table below

Task	\$ of TOTAL FEE
Preliminary Phase	\$70,950
Design Phase	\$118,250
Construction Phase	\$47,300
Surveying	\$30,000
Total	<u>\$266,500</u>

Method of Payment

Payment shall be made to the Consultant based upon the several tasks as described here in and upon approval of task by City.

- 2) The consultant shall submit monthly partial payments for work performed for the various tasks upon the furnishing of satisfactory evidence and breakdown of actual time spent in the partial completion of the work.
- 3) The consultant shall be compensated on the basis described in Section V for basic services included in this Agreement. For additional services, compensation shall be negotiated in accordance with Attachment "D."
- 4) The final payment to be made by the City to the Consultant will be payable upon submission of the final closing documents.



ATTACHMENT D

COMPENSATION FOR ADDITIONAL PROFESSIONAL SERVICES

WATER & WASTEWATER IMPROVEMENTS FOR VALLECILLO ROAD PROJECT

The fee described in Section V of this contract for this project shall provide compensation to the Consultant for all services called for under this Agreement to be performed by him or under his direction except the services as set forth below. These additional services and the compensation to be paid by the City to the Consultant for their performance when authorized in writing by the City Engineer are set forth as follows:

- 1) Assistance to the City as an expert witness in any litigation with third parties, arising from the development or construction of the project including the preparation of engineering data and reports. The Basis of Compensation for the following Additional Services shall be:
 - A. Negotiated hourly rate for testimony of principles.
 - B. Salary cost times a multiplier of 2.58 for services other than testimony of principles.
 - C. Reimbursement for non-labor expense and subcontract expense at invoice cost plus a 10% service charge. The basis of compensation for the following additional services shall be based on an amount renegotiated (fixed fee) through an agreement with the City.
- 2) Restaking all destroyed hubs and checking alignment of existing hubs. Elevations of all hubs shall be re-established. Restaking shall be done as required, and a cut sheet based on such restake shall be prepared.
- 3) Preparation of all applications and supporting documents for governmental grants, loans or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effect on the design requirements of the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
- 4) Revising previously accepted studies, reports, design documents, or Contract Documents when such revisions are due to causes beyond Consultant's control.
- 5) Preparing documents for alternate bids requested by the City.
- 6) Investigations involving detailed consideration of operations, maintenance, and overhead expenses.
- 7) Providing value engineering during the course of design.
- 8) Preparation of feasibility studies not required in the base contract.
- 9) Cash flow and economic evaluations, rate schedules, and appraisals.
- 10) Detailed quantity surveys of material, equipment, and labor.
- 11) Audits or inventories required in connection with construction performed by the City.

- 12) Services after the award of each contract in evaluating substitutions not specified in an "or equal" proposed by the Contractor(s) as authorized by the City.
- 13) Making revisions to Drawings and Specifications occasioned by substitutions.
- 14) Services during out-of-town travel required of Consultant.
- 15) Additional services during construction made necessary by:
 - A. Work damaged by fire or other cause during construction,
 - B. A significant amount of defective or neglected work of contractor(s),
 - C. Acceleration of the progress schedule required by the City involving services beyond normal working hours, and
 - D. Default by Contractor(s).
- 16) Preparation of operating and maintenance manuals.
- 17) Additional or extensive assistance after initial start-up in the utilization of any equipment or system (such as post initial startup testing, adjusting and balancing).
- 18) Training personnel for operation and maintenance.
- 19) Services after the completion of the Construction Phase, such as inspections during any guarantee period and reporting observed discrepancies under guarantee called for in any contract for the Project.
- 20) Actual performance of test borings and other soil or foundation investigations and related analysis.
- 21) Detailed mill, shop and/or laboratory inspection of materials or equipment.
- 22) Additional copies of reports, drawings, and specifications over the number specified in the base contract.
- 23) Providing renderings or models for City use.
- 24) Project aerial mapping.
- 25) Surveying services other than those required for the successful completion of the design of the project.
- 26) Boundary and utility easement surveys.
- 27) Retaining of outside consultants for geotechnical and/or environmental services including 404 permit submittals to USACE or beyond original scope of work.
- 28) Hydrologic & Hydraulic (H&H) studies, drainage design, and FEMA related approvals.
- 29) Easement and land acquisition surveys;
- 30) Redesigns caused by approved equals submitted by Contractor and approved by City;
- 31) Assessment of project site due to acts of God;
- 32) Additional construction phase services beyond original contract time.