



PROFESSIONAL SERVICES AGREEMENT

(Version 9-22-2023)

This AGREEMENT (“Agreement”) is entered by and between **Sander Engineering, Corporation.** (the “Professional”), located at **2901 Willcrest Drive, Houston, Tx 77042** and the **City of League City** (“City”), a home-rule municipality, located at 300 W. Walker St., League City, Texas 77573 on the date set forth below.

Terms:

1. **Scope of Services:** Professional will perform the services as set forth in **Exhibit A**, which is attached and incorporated herein, and which can be generally described as **SH 3 Water Plant – 1 MG Ground Storage Tank Interior Recoating**. Services related to design, bid, or construction of a public work shall conform to the requirements set forth in **Exhibit B**, if applicable. If there is a conflict between the terms of this Agreement and Exhibits A (or B, if applicable), the terms of this Agreement will prevail.
2. **Term and Termination:** This Agreement shall commence on **May 20, 2024** and shall expire on **November 15, 2025** City reserves the right to terminate this Agreement for convenience upon seven (7) days written notice to Professional. Upon such termination, City shall pay Professional, at the rate set out in **Exhibit A**, for services satisfactorily performed up through the date of termination. Notwithstanding any provision in this Agreement to the contrary, City will not be required to pay or reimburse Professional for any services performed or for expenses incurred by Professional after the date of the termination notice that could have been avoided or mitigated by Professional.
3. **Compensation:** Professional shall be paid for the services as set forth in **Exhibit A**. In no event shall the total compensation exceed **\$87,600** during the term of this Agreement. City shall tender payment (including progress/partial payments) for services only after such services are completed and are deemed to be acceptable under this Agreement, in the sole reasonable discretion of City. Professional must submit to City invoices for all services provided, which invoices must include details and dates of service. Payment by City shall be made within thirty (30) days of receipt of an invoice, except for any portion of the invoiced amount that City disapproves as not compliant under this Agreement, in the sole reasonable discretion of City. If City disapproves any amount submitted for payment by Professional, City shall give Professional specific reasons for disapproval in writing.
4. **Insurance:** Professional **is** required during the Contract Term to maintain insurance as set forth below: (a) Comprehensive General Commercial Liability insurance covering bodily injury and property damage, with minimum coverage limits—exclusive of defense costs—of \$1,000,000 per occurrence and \$2,000,000 aggregate; (b) Professional Liability (errors and omissions/malpractice) insurance with minimum coverage limits—exclusive of defense costs—of \$2,000,000 per occurrence; and (c) If at any point during the Contract Term it is foreseeable that Professional will enter upon City premises: (i) Worker’s Compensation coverage with statutory limits for the State of Texas, and (ii) Commercial Automobile Liability coverage with minimum coverage limits—

exclusive of defense costs—of \$1,000,000 per occurrence and \$2,000,000 aggregate. All policies must contain a waiver of subrogation against City. Comprehensive General Liability and Commercial Automobile Liability policies must name the City as Additional Insured. Professional shall pay all insurance deductibles and deductibles must not exceed \$10,000 unless approved in advance by City. Professional shall provide City Certificates of Insurance evidencing these insurance requirements prior to the start of work.

5. **Liquidated Damages:** Liquidated damages **are** applicable to this transaction. Professional acknowledges that time is of the essence in performing this Agreement. City and Professional (collectively, the “Parties”) agree that if Professional is late in performing any service designated as **Time Critical** on the Scope of Services attached to this Agreement, City will suffer loss, damages, or other harm from Professional’s delay. The Parties agree that the amount of loss, damages, or harm likely to be incurred as a result of Professional’s delay is incapable or difficult to precisely estimate, and therefore the Parties desire to stipulate the amount of such loss, damages, or harm. Accordingly, Professional shall have deducted from any amounts owed under this Agreement liquidated damages equal to the number of calendar days of the delay(s) times the daily rate, which rate shall be one-tenth of one percent (0.1%) times the compensation shown in the Scope of Services for such Time Critical service. The Parties further agree that: (i) the liquidated damages specified herein are not a penalty but rather bear a reasonable relationship to, and is not plainly or grossly disproportionate to, the probable loss likely to be incurred by City as a result of Professional’s delay; (ii) one of the reasons for City and Professional to agree to such amounts is the uncertainty and cost of litigation regarding the question of actual damages; and (iii) City and Professional are sophisticated business parties and negotiated this Agreement at arm’s length.
6. **Independent Professional:** Professional is an independent Professional and is not an employee, partner, joint venture, or agent of City. Professional understands and agrees that he/she will not be entitled to any benefits generally available to City employees. Professional shall be responsible for all expenses necessary to carry out the services under this Agreement and shall not be reimbursed by City for such expenses except as otherwise provided in this Agreement.
7. **Intellectual Property:** This Agreement shall be an Agreement for services and the parties intend and consider any work created as a result of this Agreement, including any and all documentation, images, products or results, to be a work (the “Work”) for hire under federal copyright law. Ownership of the Work shall belong to and remain the exclusive property of City. The Work may be edited at any time within City’s discretion. If the Work would not be considered a work-for-hire under applicable law, Professional hereby assigns, transfers, and conveys any and all rights, title and interest to City, including without limitation all copyrights, patents, rights of reproduction, rights to ownership, and right to secure registrations, renewals, reissues and extensions thereof. As the sole copyright holder of the Work, City maintains and asserts the rights to use, reproduce, make derivative works from, and/or edit the Work in any form of medium, expression or technology now known or hereafter developed, at any time within City’s discretion. Professional shall not sell, disclose or obtain any other compensation for the services provided herein or the Work. If the Work is one to which the provisions of 17 U.S.C. § 106A apply, Professional hereby waives and appoints City to assert on Professional’s behalf Professional’s moral rights or any equivalent rights regarding the form or extent of any alteration to the Work (including, without limitation, removal or destruction) or the making of any derivative works based on the Work, including, without limitation, photographs, drawings or other visual reproductions of the work, in any medium, for City’s purposes.

8. **Confidentiality:** During the course of the services to be provided under this Agreement, Professional may become privy to confidential information of City. Professional agrees to treat as confidential the information or knowledge that becomes known to Professional during performance of this Agreement and to not use, copy, or disclose such information to any third party unless authorized in writing by City. This provision does not restrict the disclosure of any information that is required to be disclosed under applicable law. Professional shall promptly notify City of any misuse or unauthorized disclosure of City's confidential information and upon expiration of this Agreement shall return to City all confidential information in Professional's possession or control. Professional shall further comply with all information security policies of City that may apply and shall not make any press releases, public statements or advertisement referring to the services provided under this Agreement or the engagement of Professional without the prior written approval of City.
9. **Warranties and Representations:** Professional warrants and agrees that Professional shall perform its services and conduct all operations in conformity with all applicable federal, state, and local laws, rules, regulations, and ordinances. For any service performed on premises owned or controlled by City, Professional warrants and agrees that Professional will perform said services in compliance with all City rules, including but not limited to, prohibitions related to tobacco use, alcohol, and other drugs.
10. **Licenses/Certifications:** Professional represents and warrants that it will obtain and maintain in effect, and pay the cost of, all licenses, permits or certifications that may be necessary for Professional's performance of this Agreement. If Professional is a business entity, Professional warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its formation; and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver the Agreement and is authorized to execute this Agreement according to its terms on behalf of Professional.
11. **Performance/Qualifications:** Professional agrees and represents that Professional has the personnel, experience, and knowledge necessary to qualify Professional for the particular duties to be performed under this Agreement. Professional warrants that all services performed under this Agreement shall be performed consistent with generally prevailing professional or industry standards.
12. **Conflict of Interest:** Professional warrants, represents, and agrees that Professional presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with Professional's performance of the services hereunder. Professional further warrants and affirms that no relationship or affiliation exists between Professional and City that could be construed as a conflict of interest with regard to this Agreement.
13. **INDEMNIFICATION: PROFESSIONAL SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS CITY , AND EACH OF ITS OFFICIALS, OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES AND LIABILITIES, INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES AND REASONABLE LITIGATION COSTS, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY ACTS OR OMISSIONS OF PROFESSIONAL**

OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF PROFESSIONAL IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT, TO THE EXTENT THE CLAIM ARISES FROM NEGLIGENCE, WILLFUL ACT, BREACH OF CONTRACT OR VIOLATION OF LAW.

14. **Force Majeure:** Neither party shall be liable to the other for (i) any delay in performance; (ii) any other breach; (iii) any loss or damage; or (iv) any contribution to or aggravation of any of the foregoing; arising solely from uncontrollable forces such as fire, theft, storm, war, or any other cause that could not have been reasonably avoided by the party's exercise of due diligence.
15. **Notices:** Any notice given under this Agreement by either party to the other may be affected either by personal delivery in writing or by mail, registered or certified postage prepaid with return receipt requested. Mailed notices shall be addressed to the addresses of the Parties as they appear in the contract. Notices delivered personally shall be deemed communicated at the time of actual receipt. Mailed notices shall be deemed communicated three (3) days after mailing.
16. **Texas Family Code Child Support Certification:** Pursuant to Section 231.006 of the Texas Family Code, Professional certifies that it is not ineligible to receive the award of or payments under the Agreement and acknowledges that the Agreement may be terminated, and payment may be withheld if this certification is inaccurate.
17. **State Auditor:** Professional understands that acceptance of funds under the Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, the "Auditor"), to conduct an audit or investigation in connection with those funds. Professional agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation providing all records requested. Professional will include this provision in all contracts with permitted subprofessionals.
18. **Jurisdiction:** Any disputes under this Agreement shall be brought in a court of competent jurisdiction in Galveston, Texas and governed by Texas law.
19. **Alternative Dispute Resolution:** To the extent that Chapter 2260, Texas Government Code, is applicable to this Contract and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General Pursuant to Chapter 2260, shall be used by City and Professional to attempt to resolve any claim for breach of contract made by Professional that cannot be resolved in the ordinary course of business. The Director of Finance of City shall examine Professional's claim and any counterclaim and negotiate with Professional in an effort to resolve such claims. This provision shall not be construed as a waiver by City of its right to seek redress in the courts.
20. **Entire Agreement:** This Agreement contains the entire understanding between the Parties and supersedes all prior agreements, arrangements, and understanding, oral or written between the Parties relating to this Agreement. This Agreement may not be modified except by mutual written agreement of the Parties executed subsequent to this Agreement.
21. **Eligibility to Receive Payment:** Professional certifies that, as a matter of state law, it is not ineligible to receive the Agreement and payments pursuant to the Agreement and acknowledges that the Agreement may be terminated, and payment withheld if this representation is inaccurate.

22. **Payment of Debt/Delinquency to State:** Professional certifies that it is not indebted to the City of League City and is current on all taxes owed to the City of League City. Professional agrees that any payments owing to Professional under the Agreement may be applied directly toward any debt or delinquency that Professional owes the City of League City regardless of when it arises, until such debt or delinquency is paid in full.
23. **Products and Materials Produced in Texas:** If Professional will provide services under the Agreement, Professional covenants and agrees that in performing its duties and obligations under the Agreement, it will purchase products and materials produced in Texas when such products and materials are available at a price and delivery time comparable to products and materials produced outside of Texas.
24. **Risk of Loss:** All work performed by Professional pursuant to the Agreement will be at Professional's exclusive risk until final and complete acceptance of the work by City. In the case of any loss or damage to the work, or the need to redo or revise the work for any reason except to accommodate a City request to materially alter the work, prior to City's acceptance, bearing the costs of such loss or damage to or such redo or revision of the work will be Professional's responsibility.
25. **Publicity:** Professional shall not use City's name, logo or likeness in any press release, marketing materials or other public announcement without receiving City's prior written approval.
26. **Legal Construction/Severability:** In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision, and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained in it. To this end, the provisions of this Agreement are declared to be severable. The Parties may mutually agree to renegotiate the Agreement to cure such illegality/invalidity or unconstitutionality if such may be reasonably accomplished.
27. **Limitations:** The Parties are aware that there are constitutional and statutory limitations on the authority of City to enter into certain terms and conditions of the Agreement, including, but not limited to, those terms and conditions relating to liens on City's property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys' fees; dispute resolution; indemnities; and confidentiality (collectively, the "Limitations"). Any terms and conditions related to the Limitations will not be binding on City except to the extent authorized by the laws and Constitution of the State of Texas.
28. **Sovereign Immunity:** The Parties agree that neither the execution of the Agreement by City nor any other conduct, action or inaction of any City representative relating to the Agreement constitutes a waiver of sovereign immunity by City.
29. **Authority:** The Parties stipulate that in entering into this Agreement, the City is performing a solely governmental function and not a proprietary function. Professional warrants and represents that Professional has full power and authority to enter into and perform this Agreement and to make the grant of rights contained herein. The person signing on behalf of City represents that he/she has authority to sign this Agreement on behalf of City.

30. **Non-Waiver:** The Parties specifically agree that neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of a claim constitute grounds for the suspension of performance by Professional. No covenant or condition of this Agreement may be waived except by written consent of the waiving party. Forbearance or indulgence by one party in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by the other party.
31. **Prohibitions Pursuant to Texas Government Code:** By executing this Agreement Professional verifies that Profession (1) does not boycott Israel and will not during the term of this Agreement per Section 2274.002; (2) is not engaged in business with Iran, Sudan, or any company on the list referenced in Section 2252.152; (3) does not boycott energy companies and will not during the term of this Agreement per 2274.002; and (4) does not have a practice, policy, guidance, or directive of this Agreement against a firearm entity or firearm trade association and will not during the term of this Agreement per 2274.002.

(signature block on next page)

Executed on _____ . *(date to be filled in by City Secretary)*

SANDER ENGINEERING, CORPORATION - “Professional”

Erik D. Miller, P. E., Vice President/Partner

CITY OF LEAGUE CITY – “City”

John Baumgartner, ICMA-CM, P. E.

Attest:

Diana Stapp, City Secretary

Approved as to Form:

Office of the City Attorney

Exhibit A

Scope of Services/Description of Products/Payment Schedule
(9 pages, including this page)

See Next Page

EXHIBIT A
COMPENSATION FOR PROFESSIONAL SERVICES

League City, Texas

HWY 3 WATER PLANT - 1 MG INTERIOR RECOATING

For the services covered by this Agreement, the City of League City (the City) agrees to pay Sander Engineering Corporation (Professional) as follows:

A. For Basic Services associated with the design of the **Hwy 3 Water Plant 1 MG Ground Storage Tank Interior Recoating** as described in Exhibit "A-3", a fee not to exceed \$87,600.00, as further itemized below:

Preliminary Design Phase:	\$ 28,500.00*
Final Design Phase:	
1. Professional's in-house services:	\$ 25,000.00*
2. Out-sourced design services (at Cost plus 10%):	
a. Topographic Survey (per Exhibit "A-3")	\$ 0.00
b. Parcel Description (per Exhibit "A-3")	\$ 0.00
c. Geotechnical services (per Exhibit "A-3"):	\$ 0.00
d. Traffic Control Plan (per Exhibit "A-3"):	\$ 0.00
e. SW3P (per Exhibit "A-3"):	\$ 0.00
Contract Bid Phase:	\$ 4,500.00
Construction Administration Phase: including Limited Field Review of Construction and preparation of "As-Built" Record Drawings:	\$ 10,775.00
Coatings Inspection and Testing during Construction by Preventive Services, LP.	\$ 17,325.00
Reimbursable Expenses:	
For expenses incurred on behalf of the project such as printing and reproduction, mileage, delivery charges, application fees, advertising costs, and recording fees , expenses will be billed at cost plus 10%, with a total cost not to exceed:	\$ 1,500.00
<hr/> Total, not to exceed cost:	\$ 87,600.00

* Time-critical tasks totaling \$53,500.00 to be completed in 200 days excluding City review periods.

(Any additional services, not outlined above, will be authorized in writing by the City, at a cost reimbursement fee or lump sum fee).

SANDER ENGINEERING CORPORATION

CONSULTING ENGINEERS - SURVEYORS
TEXAS BOARD OF PROFESSIONAL ENGINEERS FIRM NO. F-517

2901 WILCREST DRIVE, SUITE 550
HOUSTON, TEXAS 77042

DENNIS W. SANDER, P.E.
President

713-784-4830
FAX 713-784-4052

EXHIBIT A-1

RATE SCHEDULE for

HWY 3 WATER PLANT - 1 MG INTERIOR RECOATING

League City, Texas

The Engineering fee for hourly services by the Professional, except surveying which is addressed below, shall be determined by using a multiplier of 2.25 as the overhead and profit factor, times the direct personnel expense. Direct personnel expense is hereby defined as 1.3 times actual salaries paid to employees.

Employee Title Category

Hourly Billing Rate Range

Principal	\$260.43
Senior Project Manager	248.95
Project Engineer, Project Manager	\$158.02 - \$218.73
Engineer In Training	\$137.83
Senior Designer	\$177.36
CADD Technician, III	\$163.37
CADD Technician, II	\$126.12
Project Site Representative	\$116.98
Secretary	\$93.01

REIMBURSABLE EXPENSES

Expenses incurred on behalf of the project such as printing/reproduction, delivery charges, ~~application, advertising costs, and recording fees~~ will be billed at cost plus 10% with a total cost not to exceed \$1,500 without prior written approval from the City.

EXHIBIT A-2
SCHEDULE

League City, Texas

HWY 3 WATER PLANT - 1 MG INTERIOR RECOATING

The Professional shall complete the following activities and deliverables identified in Exhibit A-3 – SCOPE OF WORK and PROJECT CONSTRUCTION COSTS in accordance with the schedule as follows:

<u>Deliverables</u>	<u>Cost (combined)</u>	<u>Completion Date</u>
Preliminary Design	\$28,500.00*	120 Days from Notice to Proceed
Final Design	\$25,000.00*	80 Days
Contract Bid & Award Phase	\$4,500.00	Estimated 75 Days
Construction Administration Phase Field Review During Construction Prepare Record Drawings	\$28,100.00	Estimated 180 Days
Reimbursable Expenses	\$1,500.00	

* Time-critical tasks totaling \$53,500.00 to be completed in 200 days excluding City review periods.

EXHIBIT A-3
SCOPE OF WORK &
PROJECT CONSTRUCTION COSTS

League City, Texas

HWY 3 WATER PLANT - 1 MG INTERIOR RECOATING

SCOPE OF WORK

The purpose of this project is to design improvements to:

Hwy 3 Water Plant (1 MG Ground Storage Tank):

1. Recoating of the interior ground storage tank.
2. Structural repairs.
3. Design all improvements to meet all Federal, State, and League City applicable building codes and ordinances.
4. Coordinate with the City Staff to receive building-permit ready plans, if applicable.

I. BASIC SERVICES

B. Design improvements for Hwy 3 Water Plant – 1 MG Interior Recoating.

1. Provide preliminary design of improvements and submit to City.
2. Incorporate City comments and prepare final improvements.

II. ADDITIONAL SERVICES

A. The topographic survey:

1. Not Applicable

B. Survey services for acquisition of right-of-way and/or additional easement include the following:

1. Not Applicable

C. Provide a geotechnical report along the alignment:

1. Not Applicable.

D. Perform a Phase I Environmental Site Assessment:

1. Not Applicable.

E. Provide a Traffic Control Plan:

1. Not Applicable.

F. Provide a Storm Water Pollution Prevention Plan:

EXHIBIT A-3
SCOPE OF WORK &
PROJECT CONSTRUCTION COSTS

League City, Texas

HWY 3 WATER PLANT - 1 MG INTERIOR RECOATING

1. Not Applicable.

G. Provide limited Field Review of Construction.

1. Review submittals, Requests for Information and pay applications.
2. Provide inspection of the coating process and testing of the coatings by Preventive Services, LP per attached proposal, dated February 5, 2024.
3. Sander Engineering Corporation to attend meetings and conduct periodic inspections of the work.

H. Prepare Record Drawings.

1. Obtain the Contractor's as-built drawings and Inspector's field drawings and prepare the Record Drawings.

APPROACH

The proposed scope of services for the improvements will be accomplished in the following phases:

- Preliminary Design Phase
- Final Design Phase
- Contract Bid & Award Phase
- Construction Administration Phase

Each phase is described in the following paragraphs:

PRELIMINARY DESIGN PHASE

1. Attend a kick-off meeting with key League City staff.
2. Obtain Record Drawings from the City.
3. Visit site to check existing Record Drawings.
4. Prepare preliminary design drawings (50% complete).*
5. Prepare preliminary estimate of probable cost.
6. Submit electronic copy of 50% complete drawings and opinion of probable cost.

FINAL DESIGN PHASE

1. Develop technical specifications.
2. Submit electronic copy of the 75% complete drawings and specifications to City for review.*
3. Incorporate City's comments on 75% submittal.*

EXHIBIT A-3
SCOPE OF WORK &
PROJECT CONSTRUCTION COSTS

League City, Texas

HWY 3 WATER PLANT - 1 MG INTERIOR RECOATING

4. Submit electronic copy of the 90% complete drawings, opinion of probable cost, and specifications to City for review.*
5. Incorporate City's comments on 90% submittal.*
6. Complete construction drawings (100%).
7. Prepare final opinion of probable cost.
8. Prepare Contract Documents for final review by City.
9. Incorporate City comments, issue final Contract Documents, and opinion of probable cost.

CONTRACT BID PHASE

1. Attend pre-bid conference and prepare minutes.
2. Prepare addendum and submit to the City for distribution.
3. Evaluate the Bids received, prepare a Bid Tabulation, and submit a recommendation to the City on the award of the Contract.
4. Prepare three (3) copies Conformed Contract Documents for City and Contractor to execute.

CONSTRUCTION ADMINISTRATIVE PHASE

1. Provide five (5) copies of Conformed Contract Documents for use by City and Contractor during construction.
2. Make two (2) site visits per month during the actual construction of the improvements and report observations to the City. Construction duration is estimated at 180 days.
3. Review submittals and Requests for Information.
4. Provide limited field review of construction (12 hours per month based on a 6-month construction duration).
5. Review monthly and final estimates.
6. Perform a Substantially Complete Walk Through with the City and the Contractor and prepare punch list.
7. Perform a Final Walk Through with City and the Contractor and prepare punch list.
8. Submit Record Drawings based on the Contractor's "as-built" drawings.

* Denotes task that is time critical

EXHIBIT A-3
SCOPE OF WORK &
PROJECT CONSTRUCTION COSTS

League City, Texas

HWY 3 WATER PLANT - 1 MG INTERIOR RECOATING

PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COSTS

SEE ATTACHED SPREADSHEET

City of League City
Estimate of Probable Construction Cost for the Engineering Proposal
Hwy 3 GST Interior Recoating

Description	Unit	Quantity	Unit Price	Total
Base Bid Items				
Mobilization/Insurance/Bonds	L.S.	1	\$20,000.00	\$20,000.00
Hwy 3 Interior Recoating				
Storm water pollution prevention plan	L.S.	1	\$3,000.00	\$3,000.00
Blast interior of tank (Remove Reactamine)	L.S.	1	\$150,000.00	\$150,000.00
Remove and Replace Rafters (Structural Repairs)	Ea.	15	\$3,500.00	\$52,500.00
Remove and Replace Rafter Connections	Ea.	70	\$200.00	\$14,000.00
Remove and Replace Top Hatch	L.S.	1	\$7,500.00	\$7,500.00
Remove and Replace Interior Ladder with Fall Protection	L.S.	1	\$7,500.00	\$7,500.00
Miscellaneous welding	L.S.	1	\$75,000.00	\$75,000.00
Repair Overflow Structure	L.S.	1	\$5,000.00	\$5,000.00
Recoat Interior	L.S.	1	\$100,000.00	\$100,000.00
Exterior blasting and touchup/stripping (welds)	L.S.	1	\$35,000.00	\$35,000.00
Site Restoration	L.S.	1	\$5,000.00	\$5,000.00
Subtotal Hwy 3 GST				\$454,500.00
Extra Unit Price Items				
Unforeseen Conditions	L.S.	1	\$25,000.00	\$25,000.00
Extra Labor (Skilled)	Hr.	50	\$35.00	\$1,750.00
Extra Labor (Unskilled)	Hr.	50	\$25.00	\$1,250.00
Subtotal for Extra Unit Items				\$28,000.00
Subtotal (Base + Extra Unit Price) =				\$482,500.00
Contingencies (10%) =				\$48,250.00
Total =				\$530,750.00

Exhibit B

Applicable - See Next Pages

PSA Exhibit B

PHASE REQUIREMENTS

I. Design Phase Services must conform to the following submittal types and requirements:

A. 30% Submittals should, at a minimum, include the following:

1. Plans that contain the following information:
 - a. Cover Sheet
 - ~~b. Field Survey Plan Sheet~~
 - c. Design Plan Sheets that show Existing Conditions and proposed concepts with the existing and proposed work clearly identified
 - d. Demo Plan
 - ~~e. Typical Cross Sections~~
- ~~2. List of preliminary Utility Conflicts and contact information for appropriate utilities.~~
3. Updated Design Schedule
4. Preliminary Opinion of Probable Costs (OPCC)
- ~~5. Permitting recommendations/requirements~~
- ~~6. Traffic Impact Analysis (if needed)~~
- ~~7. Draft H&H Study and/or Preliminary Engineering Report (if needed)~~
- ~~8. Preliminary Land Acquisition Information (if needed)~~
- ~~9. Preliminary Geotechnical findings (if needed)~~
- ~~10. Preparation of Exhibits and attendance at Public Meeting (if needed)~~

B. 60% Submittals should, at a minimum, include the following:

1. Plans that contain the following information:
 - a. Cover Sheet w/ index
 - b. General Notes
 - c. Sheet Layout
 - ~~d. Typical Cross Sections~~
 - ~~e. Survey Control~~
 - f. Demo Plan
 - ~~g. Grading Plan (if needed)~~
 - ~~h. Tree Protection and/or Landscape Plan (if needed)~~
 - ~~i. Traffic Control Plan (if needed)~~
 - ~~j. Proposed Drainage Area Map and calculations~~
 - ~~k. Plan and Profile drawings with Station Numbers for Water, Sewer, Storm, Street~~
 - ~~l. Intersection Details~~
 - ~~m. Sidewalks, Traffic Signage, & Pavement Marking Plans~~
 - n. SW3P Plan Sheet(s) and Details
 - o. Standard CoLC Details applicable for project
 - p. Project Specific Requirements/Details/Notes such as
 - 1) Electrical Plans/Details
 - 2) Structural Plans/Details
 - ~~3) Signal Plans/Details~~
- ~~2. Final ROW Documents for Land Acquisition (if needed)~~
- ~~3. Completed Geotechnical Report (if needed)~~
- ~~4. List of Updated Utility Conflicts and contact information for appropriate utilities.~~
- ~~5. List of needed Permits, draft applications for needed Permits~~

6. List of Technical Specifications that are needed for Project
7. Updated Design Schedule
8. Preliminary Construction Schedule
9. Updated Preliminary OPCC
- ~~10. Preparation of Exhibits and attendance at Public Meeting (if needed)~~

C. 90% Submittals should, at a minimum, include the following:

1. Updated Design Plans noted above
2. Submittal Letter addressing previous comments made on 60% Review
3. Project Manual – Spec Book, Bid forms, etc.
- ~~4. SW3P Manual with appropriate documentations/signatures as applicable~~
5. Updated OPCC
- ~~6. Approved Permits~~
- ~~7. Final List of Utility Conflicts and contact information for appropriate utilities.~~

D. Resubmittals

1. Phase submittals that do not comply with the requirements set forth above may be rejected in the sole absolute discretion of City. Rejected submittals must be resubmitted for review after all comments have been addressed.
2. Professional will have \$400 deducted from its Compensation for each review by City of a phase submittal after two prior reviews for that same phase.

II. Bid Phase Services should, at a minimum, include the following:

- A. 100% Construction Plans submitted for final City signatures (a Digital Copy w/ signed cover sheet to be submitted prior to posting for bids).
- B. Completed Project Manual
- ~~C. Completed SW3P Manual~~
- D. Final OPCC
- E. Updated Construction Schedule
- ~~F. Preparation of Exhibits and attendance at Public Meeting (if needed)~~
- G. Assist with the advertisement of the project (if needed)
- H. Address any RFI during Bid process (if needed)
- I. Attend and Assist in running a Pre-Bid Meeting (if needed)
- J. Provide Addendums to Bid Documents (if needed)
- K. Once Bids are opened, prepare Bid Evaluation, check references, and provide recommendation of award to City
- L. Print and bind three (3) sets of contracts/specifications, secure Contractor signatures and deliver signed contracts to the City for final execution.

III. Construction Phase Services should, at a minimum, include the following:

- ~~A. Preparation of Exhibits and attendance at Public Meeting (if needed) prior to Project Start~~
- B. Attendance at Construction Progress Meetings (if needed)
- C. Periodic Site Visits (minimum 1 visit per month of construction)
- D. Review, Track, and make recommendations related to RFIS, Material Submittals, Change Orders, etc.
- E. Address found Design Conflicts in the Field
- F. Provide paper & digital copies of As-Builts