



PROFESSIONAL SERVICES AGREEMENT

(Version 9-22-2023)

This AGREEMENT ("Agreement") is entered by and between **ARKK Engineers** (the "Professional"), located at **7322 Southeast Fwy, Ste 1040 Houston, TX 77074** 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 **design, bid, and construction phase services for Package L on the Sanitary Sewer Annual Rehab (WW1801L)**. 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 **June 30, 2025** and shall expire on **July 31, 2026**. 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 **\$92,500 (Ninety Two Thousand Five Hundred Dollars and Zero Cents)**, 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)*

ARKK ENGINEERS - "Professional"



Madhu Kilambi, P.E.
Senior Project Manager/Principal

CITY OF LEAGUE CITY – "City"

John Baumgartner, P.E., ICMA-CM
City Manager

Attest:

Diana Stapp, City Secretary

Approved as to Form:

Office of the City Attorney

Exhibit A

**Scope of Services/Description of Products/Payment
Schedule** (10 pages, including this page)

See Next Page...

EXHIBIT “A”
SCOPE OF SERVICES & FEE

General Overview

This proposal consists of providing engineering design and construction administration services associated with the rehabilitation of approximately 40 manholes identified by the City staff. The manholes are in various locations throughout the City of League City.

Project Summary

As part of the sanitary sewer maintenance program embarked by the City of League City, City staff routinely perform field investigations on the wastewater collection system to identify deficiencies in the system. The field investigation includes performing manhole inspections in areas where staff expends continued maintenance efforts on the sanitary sewer main. Based on the information gathered from these manhole inspections, the City has identified about 40 manholes at locations throughout the City that are a high priority and in need of rehabilitation. This includes a 10’ diameter manhole (previously an abandoned lift station wet well that has since been converted to manhole) on a 54” gravity main. The manholes are predominantly concrete and in various stages of deterioration and in need of rehabilitation.

Following is a breakdown of the areas that the City has requested that manholes be rehabilitated:

1. Centerpointe Drive – 54” Trunk Main
2. Carefree Drive – 12” Gravity Main
3. Ervin St./Butler Rd. – 18” Gravity Main
4. Hewitt Street – 36” Trunk Main
5. Countryside Drive/Leafwood Circle – 24” Gravity Main

The proposed manhole rehabilitation work will include the following:

- Rehabilitation with corrosion resistant wall liner
- Replace ring and cover
- Rehabilitate riser
- Replacement of manholes if manhole is structurally unsound.

The estimated construction for performing the manhole rehabilitation work is \$754,270 (includes 20% construction contingency). Following is a cost breakdown:

Manhole Rehabilitation	\$450,790
10’ Diameter Manhole Rehabilitation	<u>\$303,480</u>
TOTAL	\$754,270

ARKK Engineers will prepare schematic drawings and project specifications for the rehabilitation based on information gathered from field investigation efforts and data provided by the City. The field investigation efforts include performing project site visits and inspection of sanitary sewer manholes to aid with the rehabilitation design. Topographic survey of the sanitary sewer manholes designated for rehabilitation will not be obtained for this project.

The City of League City will provide a project site representative to observe the progress of the rehabilitation work. Therefore, full time construction inspection services by ARKK Engineers personnel is not part of the scope of this project. However, a budget for increased project support to assist and aid the City's project site representative during construction is included in this proposal. This proposal does not include performing any Environmental Studies for the project areas.

This proposal addresses the engineering services ARKK Engineers will provide the City during the Design and Construction Phases and Reproduction services required for the rehabilitation of the sanitary sewer manholes. This proposal is separated into Basic Services (expected normal engineering services) and Special Services.

SCOPE OF SERVICES

I. DESIGN PHASE

A. Design Services

- Obtain utility information (gas, electric, cable, pipelines, etc.) for the sanitary sewer manholes designated for rehabilitation.
- Obtain any available record drawings and any data on sanitary sewer lines and manholes designated for rehabilitation from the City.
- Meet with City Staff to discuss and finalize sanitary sewer manholes and obtain additional information.
- Perform field site visits to the sanitary sewer locations to obtain information on visible surface features and information that would aid with the design. Topographic survey of the sanitary sewer manholes designated for rehabilitation is not part of this scope and will not be performed for this project.
- Perform manhole inspections on the sanitary sewer manholes designated for rehabilitation.
- Review and evaluate manhole inspection data and recommend suitable rehabilitation methods.

- Prepare a bypass pumping plan for critical manhole rehabilitation segments to facilitate the rehabilitation.
- Prepare bid document package comprising of plan drawings and specifications for the rehabilitation of the sanitary sewer manholes located within the project areas.
- Coordinate with the City during the design phase.
- Meet with manhole rehabilitation contractors to obtain input on prevailing rehabilitation costs and constructability options for the designated manholes.
- Meet with bypass pumping contractors to obtain input and pricing information.
- Provide electronic copy (PDF) of draft set of 60% plan drawings, cost estimate, and list of specifications for review and comments.
- Incorporate 60% submittal comments from the City.
- Provide electronic copy (PDF) of 90% plan drawings, cost estimate, and specifications for review and comments.
- Incorporate 90% submittal comments into the final bid documents.
- Provide electronic copy of (PDF) of 100% plan drawings, cost estimate, specifications, and coordinate with City staff on approval of construction documents.
- Furnish electronic copy (PDF) of final plans and specifications to the City for bidding.

B. Special Services

1. Reproduction

- Costs for reproduction i.e., reproduction of plans, specifications will be invoiced under this item.
- Reproduction for review sets, submittals to the City, governmental agencies, and utility companies will be included in the cost for reproduction.

II. CONSTRUCTION PHASE SERVICES

A. Basic Services

1. Bid Phase Services

- Assist the City in obtaining bids for the project. The City will advertise the projects and will absorb all related advertising costs. ARKK will assist the City in developing the wording of the advertisements.
- Prepare and dispense construction documents to the potential bidders for the project through CIVCAST website.
- Notify local contractors specializing in sanitary sewer manhole rehabilitation of the project.
- Conduct a pre-bid conference for potential bidders. Prepare meeting agenda and minutes summary.
- During the bidding phase for the project, provide information to and answer questions from prospective bidders regarding the Project's construction documents.
- Prepare project addendums as necessary for the project.
- Prepare bid tabulation for this project. Check the bids for mathematical errors and/or bid irregularities.
- Evaluate the bids and the qualifications of the apparent low bidder and advise the City as to the acceptability of the apparent low bidder for the project.
- Prepare of letter of recommendation for award of construction contract.
- Prepare maximum three (3) copies of the conformed Project Manual for Contractor's agreement with the City.

2. Construction Administration Services:

- Conduct a pre-construction conference for the project.

- Provide maximum five (5) copies of the conformed Plans and Project Manual for City and Contractor use during construction. Provide one (1) full size plans to Engineering Department.
- Review and respond accordingly to all submittals as required by the contract specifications.
- Prepare change orders as necessitated by field conditions.
- Review the contractor's pay estimates, evaluate the completion of work and make payment recommendations to the City.
- Visit the site at intervals appropriate to the various stages of construction to observe the progress and quality of executed work and to determine in general if such work is proceeding in accordance with the Contract Documents. Part time site representation is not included in this scope.
- ARKK will not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor(s) or the safety precautions and programs incident to the work of the Contractor(s). ARKK's effort will be directed toward providing a greater degree of confidence for the City that the completed work of Contractor(s) will conform to the Contract Documents, but ARKK will not be responsible for the failure of Contractor(s) to perform the work in accordance with the Contract Documents. During site visits and on the basis of on-site observations ARKK shall keep the City informed of the progress of the work, shall endeavor to guard the City against defects and deficiencies in such work and may disapprove or reject work failing to conform to the Contract Documents.
- Conduct a substantial completion inspection with the contractor and City staff and prepare a punch list.
- Conduct a final inspection of the Project and make a recommendation for Final Payment on the project.
- Engineer shall provide one set of digital drawings incorporating any changes from the drawings provided by the Contractor.

B. Special Services

1. Miscellaneous Project Expenses:

- ARKK recommends a not to exceed budget be allocated for miscellaneous expenses such as local mileage to the City and project sites, reproduction, delivery, mail out, etc.

2. Construction Phase Support:

- Provide as-needed support to the City's project site representative during the construction phase.
- Provide as-needed engineering and technical office personnel support during construction. These office personnel, consisting of Professional Engineers and design staff, provide support to address contractor's questions, resident's concerns and any conflicts uncovered in the field.

FEES

Basic Services:

Design Services: Lump Sum amount of:	\$ 63,000.00*
Bid Phase Services: Lump Sum amount of:	\$ 5,000.00
Construction Administration Services: Lump Sum amount of:	<u>\$ 16,000.00</u>
Sub-Total (Basic Services)	\$ 84,000.00

Special Services:

Miscellaneous Expenses: Cost plus 10%	\$ 1,500.00
Construction Phase Support (as -needed): Hourly:	<u>\$ 7,000.00</u>
Sub-Total (Additional Services)	\$ 8,500.00

TOTAL FEE	\$ 92,500.00
------------------	---------------------

*Time-critical task totaling \$63,000 to be completed in 141 days, excluding City review periods

PROJECT SCHEDULE

The following is a submittal schedule estimate for each phase:

60% Design Milestone

- 75 Days to complete from Notice to Proceed

90% Design Milestone

- 45 Days to complete from the approval of 60% submittal and receipt of comments from City

100% Design Milestone

- 21 Days to complete from the approval of 90% submittal and receipt of comments from City

Bid Phase

- Estimated at 75 days

Construction Phase

- Estimated at 75 days

RATE SCHEDULE

<u>Employee Classification</u>	<u>Billing Rate</u>
Project Principal	\$200.00/hour
Senior Project Manager	\$200.00/hour
Project Manager	\$185.00/hour
Assistant Project Manager	\$165.00/hour
Senior Designer	\$165.00/hour
Project Graduate Engineer (E.I.T.)	\$145.00/hour
CADD Operator	\$ 125.00/hour
Senior Construction Manager (P.E.)	\$200.00/hour
Construction Manager	\$165.00/hour
Construction Inspector	\$ 103.00/hour
Administrative	\$125.00/hour

Reimbursable expenses will be charged at cost plus 10%. Mileage will be charged at the current IRS prevailing rate.

Exhibit B

Applicable - See Next Pages

PSA Exhibit B

PHASE REQUIREMENTS

I. Design Phase Services are considered "Time Critical" and subject to Liquidated Damages as outlined in Item 5 of the Professional Services Agreement. This phase 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: **30% Not Applicable for this Project**
 - 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

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