



**AGENDA ITEM REQUEST FORM
CITY OF JOHNSON CITY, TEXAS
CITY COUNCIL**

ITEM NO. 12

MEETING DATE: February 2, 2021

AGENDA PLACEMENT:

- ☐ Ceremonial
- ☒ Consent
- ☐ Individual
- ☐ Closed Session

CAPTION:

Approval of a Professional Services Agreement between the City of Johnson City, Texas and Jones & Carter, Inc. for general engineering consultation, services, and assistance. (Staff)

EXECUTIVE SUMMARY:

City Staff recently met with Jason Baze, P.E., to determine what services Jones & Carter, Inc. offers to municipal clients. The City has utilized Jones & Carter in the past for specific capital improvement projects, but it does not currently have a general agreement with the firm covering routine professional engineering services. In addition to the City's current, updated agreement with Bureau Veritas, the proposed agreement would allow the City to:

- 1) Rely upon an additional "one-stop shop" for a variety of Municipal matters; and
- 2) More efficiently and effectively ensure that proposed developments comply with all Municipal codes and State Laws and regulations.

FINANCIAL: See Schedule of Hourly Rates and Schedule of Reimbursable Expenses

ATTACHMENTS: Proposed Professional Services Agreement

SUGGESTED ACTION:

Motion to approve a Professional Services Agreement between the City of Johnson City, Texas and Jones & Carter, Inc. for general engineering consultation, services, and assistance. (Staff)

PREPARED BY: City Staff

DATE SUBMITTED: 1/29/21

PROFESSIONAL SERVICES AGREEMENT

Between
City of Johnson City, Texas
and
JONES & CARTER, INC.

City of Johnson City, Texas, as CLIENT, engages JONES & CARTER, INC., as ENGINEER, to perform professional services for the assignment described as follows:

General engineering consultation; general administrative and engineering assistance for the operation of the City; evaluation of existing facilities; review of water, sanitary sewer, storm sewer, or drainage system problems; preparation of construction drawings and specifications for water plants, wastewater treatment plants, pump/lift stations, or utilities for new sections of development; preparation of capital improvement plan, preparation of Bond Election and Application Reports; preparation of service feasibilities, preparation of wastewater discharge permit applications, water well permit applications, and storm water quality permit applications; contract administration during construction; preliminary and final plat reviews, site plan review and subdivision review, and any additional engineering services requested by CLIENT.

I. SERVICES: Services provided by the ENGINEER under this AGREEMENT will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the engineering profession currently practicing in the same locality under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this AGREEMENT, or in any report, opinion, document, etc., prepared by the ENGINEER.

A. GENERAL ENGINEERING SERVICES: Services will be performed on an ongoing basis for the CLIENT as general engineering consultation. The following services are typical services ENGINEER will perform.

1. City Council Meetings:

a. ENGINEER will prepare for and attend scheduled City meetings as agreed to with the CLIENT. This will include time for travel to and from meetings. Preparation for and attendance of council meetings may involve multiple engineers.

2. City Operation:

a. General administrative and engineering assistance for the operation of the City; evaluation of existing facilities; review of water, sanitary sewer, storm sewer, or drainage system issues; review of water and sewer availability requests, periodic inspections of City's facilities; warranty inspections; assistance with annual budget and audit; and other items related to the operation of the City.

3. City Planning and Permits:

- a. Preparation of and updates to CLIENT's Capital Improvement Plan; preparation of feasibility reports; preparation of bond application reports and bond election reports; preparation of Preliminary Engineering Reports; preparation of wastewater discharge permit applications, water-well permit applications, storm water quality permit applications; and other items related to the planning of future projects and permitting needs.

4. Construction Plan Reviews:

- a. Review and supervision of design professionals working on public or private facilities for the City; provide comments to design professionals and updates to the City's Board as necessary; issue plan review, plan approval, or no objection letters for public or private plan reviews.

B. PROJECT SERVICES: Services will be performed for specific projects for the CLIENT as project services. For each project, BASIC SERVICES and ADDITIONAL SERVICES will be performed in accordance with the following descriptions, terms, and conditions.

1. BASIC SERVICES: ENGINEER will perform these services in three phases.

- a. Design Phase Services: ENGINEER will discuss the assignment with CLIENT; arrange for ADDITIONAL SERVICES and investigations for CLIENT'S direct payment, as required; prepare signed and sealed construction drawings, technical specifications, and Final Estimated Construction Costs (FECC), as defined in Section II.B.1.a.ii.; submit for necessary approvals from applicable federal, state, and local agencies; and prepare necessary bidding documents.
- b. Bidding Phase Services: After completion of the Design phase, ENGINEER will arrange for advertisement as a reimbursable expense, post the bidding documents for review by bidders, answer bidder questions, generate addenda, host a bid opening, prepare a bid tabulation, verify accuracy of the written values as compared to the numerical values on the bid forms, and prepare a Recommendation of Award.
- c. Construction Phase Services: After completion of the Bidding Phase, ENGINEER will assist CLIENT in the construction of the

project, including revisions to the construction drawings and technical specifications as necessitated during the bidding process; provide Construction Contract Administration services as described in Section I Construction Contract Administration of Exhibit A – Construction Phase Services. Basic Services shall be deemed complete at the end of the Construction Contract Period of Performance.

2. ADDITIONAL SERVICES: All work performed by ENGINEER which is either described in Exhibit B or not included in the BASIC SERVICES defined above shall constitute ADDITIONAL SERVICES.

II. COMPENSATION: CLIENT agrees to pay ENGINEER for above-described services in accordance with the following descriptions, definitions, terms, and conditions.

A. GENERAL ENGINEERING SERVICES: Compensation will be on the basis of ENGINEER'S current Schedule of Hourly Rates, plus all Reimbursable Expenses, or a lump sum basis, all defined as follows:

1. HOURLY RATES: Charges for hourly services will be made in accordance with the attached SCHEDULE OF HOURLY RATES. Hourly rates are subject to annual revision each year that this Agreement is in force. CLIENT will be provided a schedule of rates for any services rendered which are not included in the basic SCHEDULE OF HOURLY RATES.
2. REIMBURSABLE EXPENSES: Expenses shall include transportation and subsistence, cost of ENGINEER'S field office, reproduction, subcontracts, surveying expenses, and similar items. Such expenses shall be reimbursed in accordance with the attached SCHEDULE OF REIMBURSABLE EXPENSES. This schedule is subject to annual revision in January of each year that this Agreement is in force. Reimbursable expenses shall also include services performed by a sub-consultant that are not part of a fixed fee under the terms of this contract. Compensation for these services shall be at cost plus ten percent.
3. LUMP SUM: Regardless of any other compensation methods listed above, CLIENT and ENGINEER may agree in a letter proposal or proposals that certain services will be compensated on a lump sum basis for any BASIC SERVICES or ADDITIONAL SERVICES. Authorization may also be given verbally to ENGINEER by the CLIENT at any duly held meeting of the City's Board.

B. PROJECT SERVICES

1. BASIC SERVICES: Compensation for new projects will either be on an HOURLY RATES, LUMP SUM, or an amount equal to a fixed percentage of the Total Construction Cost (as defined in Section II.B.1.a.i.) for the services in each phase as described in the table below:

	Compensation Method	Design Phase Services Fee	Bidding Phase Services Fee	Construction Phase Services Fee	
				Construction Contract Administration "CCA"	Construction Management "CM" **
\$1 - \$600,000	Hourly Rates	Hourly	Hourly	Hourly	By Proposal
\$600,001 - \$4,000,000	% of FECC/TCC	7.50%	0.40%	1.60%	By Proposal
\$4,000,001 and up	% of FECC/TCC	7.00%	0.30%	1.20%	By Proposal

**Construction Management is an Additional Service, and not a Basic Service. The proposed fee and services will be in addition to Construction Contract Administration.

provided, however, that when the ENGINEER is authorized to design (a) an expansion of the CLIENT'S existing water plant(s), wastewater treatment plant(s), or pump/lift station(s), or (b) modifications to any component of the existing water plant(s), wastewater treatment plant(s), or pump/lift station(s), compensation for these projects will either be HOURLY RATES, LUMP SUM, or an amount equal to a fixed percentage of the Total Construction Cost (as defined in Section II.A.1.) for the services in each phase as described in the table below:

	Compensation Method	Design Phase Services Fee	Bidding Phase Services Fee	Construction Phase Services Fee	
				Construction Contract Administration "CCA"	Construction Management "CM" **
\$1 - \$600,000	Hourly Rates	Hourly	Hourly	Hourly	By Proposal
\$600,001 - \$4,000,000	% of FECC/TCC	9.75%	0.40%	1.85%	By Proposal
\$4,000,001 and up	% of FECC/TCC	9.00%	0.30%	1.70%	By Proposal

**Construction Management is an Additional Service, and not a Basic Service. The proposed fee and services will be in addition to Construction Contract Administration.

a. Construction Cost:

- i. Total Construction Cost, TCC, shall be the actual cost to the CLIENT of the completed construction project, exclusive of deductive change orders, including all change orders during construction, plus the amount of the proposal received from the successful bidder for

each additive alternate not used (or the amount shown in the FECC, if no proposal is received);

1. Total Construction Cost shall not be based on nor include:

- a. Compensation payable to ENGINEER, or sub-consultants: architect, surveyor or other engineer under this agreement; or
- b. Expenditures not connected with construction or design, such as land acquisition costs or attorney's fees.

ii. Final Estimated Construction Cost (FECC) shall be based on the ENGINEER'S opinion of probable construction cost prior to the receipt of bids. This shall include the greater amount of all included or excluded alternates. Items addressed as clarifications during the bid phase, or additional scope added prior to the opening bids shall be added to and considered part of the FECC.

b. Adjustment to Compensation:

- i. If a construction contract is not bid and not awarded within three (3) months from the date the final plans and specifications were submitted to the CLIENT for approval, the final payment to the ENGINEER for the Design Phase Services shall be calculated based on the FECC outlined above excluding contingencies.
- ii. If a construction contract is advertised for bids and not awarded within three (3) months from the date the final plans and specifications were submitted to the CLIENT for approval, the final payment to the ENGINEER for Design Phase Services shall be calculated based on the TCC of the low bid.
- iii. If a construction contract is modified via change order, the design fee shall be modified to include the positive value of the change order, subject to the adjustments in subsection iv below.
- iv. If a construction contract is awarded within three (3) months from the date final plans and specifications were submitted to the CLIENT for approval, the final payment

to the ENGINEER for Design Phase Services will be based on the TCC for the construction package.

- v. Notwithstanding the foregoing, the basis for the ENGINEER'S compensation for BASIC SERVICES shall not be (i) less than 90% of the FECC, or (ii) more than 110% of the FECC.
 - vi. At CLIENT'S option, any overpayments made by the CLIENT shall be handled as follows:
 - 1. The overpayment shall be credited against future fees due to the ENGINEER; or
 - 2. The ENGINEER shall pay the CLIENT the overpayment within 45 days of notification.
 - 2. ADDITIONAL SERVICES: Unless negotiated otherwise, compensation will be on the basis of ENGINEER'S current SCHEDULE of HOURLY RATES, plus REIMBURSABLE EXPENSES both defined in Section II.A or on a LUMP SUM basis as described in Section II.B.3.
 - 3. LUMP SUM: Regardless of any other compensation methods listed above, CLIENT and ENGINEER may agree in a letter proposal or proposals that certain services will be compensated on a lump sum basis for any BASIC SERVICES or ADDITIONAL SERVICES. Authorization may also be given verbally to ENGINEER by the CLIENT at any duly held meeting of the City's Board.
- III. PAYMENTS: Engineer will invoice CLIENT monthly in amounts based on ENGINEER'S estimate of the portion of the BASIC SERVICES completed, plus charges for ADDITIONAL SERVICES performed. CLIENT agrees to promptly pay ENGINEER with electronic Automated Clearing House payments or checks, the full amount of each such invoice upon receipt. A charge of 0.75% per month will be added to the unpaid balance of invoices not paid within 30 days after date of invoice.
- IV. OWNERSHIP OF DOCUMENTS: All documents, including original drawings, estimates, specifications, field notes, and data are and shall remain the property of the ENGINEER. CLIENT may at its expense obtain a set of reproducible record copies of construction drawings, technical specifications and other signed and sealed deliverable documents, but agrees that CLIENT will use such copies solely in connection with the project(s) covered by this Agreement and for no other purpose. Any such reuse without written approval or adaptation by ENGINEER for the specific purpose intended shall be at the CLIENT'S sole risk and without liability to ENGINEER, and the CLIENT shall indemnify and

hold harmless ENGINEER from all claims, damages, losses and expenses including attorney's fees arising out of or resulting therefrom. Under no circumstance shall the CLIENT be entitled to ENGINEER'S intellectual property including, but not limited to, design files, CAD files, electronic files, and other non-deliverable documents. ENGINEER will retain documents for a period of time, but will destroy all documents in accordance with ENGINEER'S most current document retention policy.

- V. OPINIONS OF PROBABLE CONSTRUCTION COST: Opinions of Probable Construction Cost prepared by the ENGINEER represent its best judgment as a design professional familiar with the construction industry. It is recognized, however, that the ENGINEER has no control over the cost of labor, materials, or equipment; over the Contractor's methods of determining bid prices; or over competitive bidding or market conditions. Accordingly, the ENGINEER cannot and does not guarantee that bids will not vary from any cost estimate prepared by ENGINEER.
- VI. INSURANCE: ENGINEER agrees to maintain Comprehensive General Liability, Professional Liability, and Workers' Compensation Insurance to cover all of its own personnel engaged in performing services for CLIENT under this Agreement. The coverages of these policies are as described below.
 - A. COMPREHENSIVE GENERAL LIABILITY: including commercial liability - \$1,000,000 per occurrence and \$1,000,000 annual aggregate for bodily injury or death and property damage, including loss of use thereof, written on an occurrence (as opposed to a "claims made") basis.
 - B. UMBRELLA LIABILITY: \$1,000,000 per occurrence and \$1,000,000 annual aggregate for bodily injury or death and property damage, including loss of use thereof.
 - C. PROFESSIONAL LIABILITY: \$1,000,000 per claim and \$1,000,000 annual aggregate.
 - D. WORKERS' COMPENSATION INSURANCE: to cover all of its own personnel engaged in performing services for CLIENT under this Agreement with employer's liability limits of \$1,000,000 each accident/\$1,000,000 each employee/\$1,000,000 each policy limit.
- VII. LIABILITY LIMITATION: The ENGINEER agrees to carry out and perform the services herein agreed to in a professional and competent manner. The CLIENT agrees that the ENGINEER shall not be liable for error, omission, or breach of warranty (either expressed or implied) in its preparation of designs and drawings, preparation of surveys, designation and selection of materials and equipment for the project, or the performance of any other services in connection with any assignment for which specific authorization is given by the CLIENT pursuant to Section I of this Agreement, except to the extent that ENGINEER fails to exercise the usual degree of care and judgment of an ordinarily prudent engineer in the same or similar circumstances and conditions.

- VIII. INDEMNIFICATION: The ENGINEER agrees, to the fullest extent permitted by law, to indemnify and hold the CLIENT harmless from any damage, liability, or cost (including reasonable attorney's fees and cost of defense) to the extent caused by the ENGINEER'S negligent acts, errors, or omissions in the performance of professional services under this AGREEMENT including anyone for whom the ENGINEER is legally liable.

The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold the ENGINEER harmless, to the extent allowed by law, from any damage, liability, or cost (including reasonable attorney's fees and costs of defense) to the extent caused by the CLIENT'S negligent acts, errors, or omissions and those of CLIENT'S contractors, subcontractors or consultants, or anyone for whom the CLIENT is legally liable, and arising from any Project that is the subject of this AGREEMENT.

The ENGINEER is not obligated to indemnify the CLIENT in any manner whatsoever for the CLIENT'S own negligence.

- IX. CONSEQUENTIAL DAMAGES: The CLIENT shall not be liable to the ENGINEER and the ENGINEER shall not be liable to the CLIENT for any consequential damages incurred by either due to the fault of the other, regardless of the nature of this fault, or whether it was committed by the CLIENT or the ENGINEER employees, agents, or subcontractors. Consequential Damages include, but are not limited to, loss of use and loss of profit.

X. TERMINATION

A. CONDITIONS OF TERMINATION: This Agreement may be terminated without cause at any time prior to completion of ENGINEER'S services either by CLIENT or by ENGINEER, upon seven (7) days written notice to the other at the address of record. Termination shall release each party from all obligations of this Agreement, except as specified in paragraph VIII.

B. COMPENSATION PAYABLE ON TERMINATION: On termination, by either CLIENT or ENGINEER, CLIENT shall pay ENGINEER the full amount specified in paragraph II.A of II.B, as applicable, with respect to GENERAL ENGINEERING SERVICES and any phase of BASIC SERVICES, as part of PROJECT SERVICES, which has been completed plus an amount fixed by applying the rate specified in paragraph II.B.2 to all ADDITIONAL SERVICES performed to date of termination (including all Reimbursable Expenses incurred).

- XI. SUCCESSORS AND ASSIGNS: CLIENT and ENGINEER each binds itself, and its partners, successors, executors, administrators, and assigns to the other party of this Agreement and to partners, successors, executors, administrators, and assigns of such other party in respect to all covenants of this Agreement. Neither CLIENT nor ENGINEER shall assign, sublet, or transfer its interest in this Agreement without written consent of the other.

Nothing herein shall be construed as giving any rights or benefits hereunder to anyone other than CLIENT and ENGINEER.

- XII. SPECIAL PROVISIONS: This instrument contains the entire Agreement between CLIENT and ENGINEER, except as additionally stated below:
- A. All letter proposals describing the scope of services, method of compensation, and any special contractual provisions, that are mutually agreed upon shall become part of this Agreement.
 - B. The amount of any excise, VAT, gross receipts, or sales tax that may be imposed shall be added to the compensation as determined above.
- XII. INVALIDATION AND MODIFICATIONS: If this Agreement is not executed by CLIENT within 30 days of date tendered, it shall become invalid unless ENGINEER extends the time in writing. This Agreement can be modified only by mutual written consent of both parties.

This Agreement shall be governed by the laws of the State of Texas. Executed and effective this ____ day of _____, 2021.

City of Johnson City
c/o Rick A. Schroeder
Chief Administrative Officer
303 E. Pecan Street
Johnson City, Texas 78636

JONES & CARTER, INC.
3100 Alvin Devane Boulevard, Suite 150
Austin, Texas 78741

BY: _____

BY: _____

DATE: _____

DATE: _____

ATTEST: _____

ATTEST: _____

Version 12.13.18

RAFT

EXHIBIT A - Construction Phase Services

I. Construction Contract Administration ("CCA")

Administration services during construction include activities (other than field services) supporting the construction of the project on behalf of the CLIENT. These services must be accompanied by Field Project Representation. Contract Administration services consist of the following:

1. Creation/collection, coordination and execution of post-bid contract documents and subsequent forms needed during the contract period of performance
2. Facilitate bond and insurance review by Client's designated agent
3. Maintain complete knowledge of the contract, general conditions, special conditions, and addenda
4. Facilitation of the contractual and agreed upon lines of communication
5. Sending contractual notices to all parties
6. Receive, review and recommend periodic contractor pay requests. Provide written recommendation of payment to CLIENT based upon on-site observations
7. Processing RFIs and RFPs (technical design review is not included)
8. Change order preparation and processing, quantity and price assessment
9. Schedule monitoring
10. Managing pre-construction meeting
11. Management of submittals, Samples and Shop drawings (technical design review is not included)
12. Generating close-out documents
13. File management
14. Minimum level of documentation and reporting limited to a monthly summary of construction activities
15. Coordination of construction staking (this does not apply if work is in contractors bid scope)
16. Coordination of materials testing (this does not apply if work is in contractors bid scope)
17. Verification that there is a safety plan
18. Issuance of a Certificate of Substantial Completion to Client

If CCA is selected for a project, the compensation will be in accordance with the applicable table in Section II.B.1.

II. Construction Management ("CM")

In addition to the items included in Construction Contract Administration, Construction Management services shall include the following:

1. Maintenance of a Critical Path Method schedule and monthly updating by the Contractor
2. Active engagement with the Contractor for work sequencing, phasing and shut-downs
3. Coordination of multiple contractors working under multiple contracts on-site simultaneously rather than in series

4. Earned Value Modeling
5. Verification of test results, construction methods, planning, and review of Contractor's QA/QC plans
6. Highest level of documentation and reporting (detail, frequency, method, accessibility (client portal), delivery)
7. Attempt to resolve issues before disputes arise
8. Assist in risk mitigation including assessment of the Contractor's schedule and construction sequencing to limit interruptions to the Client's services, reduction in construction delays
9. Fee management of our subconsultants and the Client's
10. Change order negotiation/cost verification
11. Provide regular and thorough communication with the project team

Construction Management of large projects can benefit by having "resident" personnel on the project site. With resident services, a registered Professional Engineer or Certified Construction Manager will work from a temporary office trailer at the project site for the entire active duration of the construction contract. The cost of the trailer can be included in the fee. The Resident Engineer or Construction Manager will share duties with the Field Project Representative to enhance the Construction Management and Field Project Representation services. Level II Field Project Representation is required for all Construction Management jobs.

Construction Management fees, including resident services, are determined on a project by project basis in accordance with the applicable table in Section II.B.1. A written proposal will be provided to the CLIENT if these services are requested.

III. Field Project Representation

Field project representation services generally consist of full-time or part-time on-site project representative(s) to assist the ENGINEER and to provide more extensive observation of the Contractor's work. Presence of ENGINEER Field Project Representatives does not guarantee the contractor's work shall be free of defect, but is intended to improve the CLIENT's familiarity with the contractor's progress and quality of work. ENGINEER can provide different levels of observation to meet the CLIENT's needs. A description of ENGINEER's duties for the two different levels of observation are described below.

1. Work Observation: Level I (Periodic Part-Time Representation for Major Activities)

- a. Spot check field-testing and other field quality assurance testing activities (while on-site)
- b. Review and approximate periodic progress payment quantities, including verifying Materials on Hand
- c. Monitor the Contractor's maintenance of record drawings
- d. Provide field coordination and field communication between CLIENT and the Contractor
- e. Occasional field attendance by construction project manager
- f. Coordination of field project representatives
- g. Observe work performed for substantial compliance with the contract documents. Observation includes 4 to 15 hours per week on-site (plus travel time.) Field Project Representative will make best effort to be present for major activities as noted.
- h. Prepare a summary of work observed during each visit

Major Activity Examples:

Bedding and Backfill of WS&D
Tunneling, Boring and Jacking
Subgrade Stabilization & Compaction
Mandrel, Pressure, Vacuum or other Testing
Form and Rebar Placement
Concrete Placement
Equipment Setting & Start-Up
Clear Water Tests
Commissioning of Equipment
Process Switchovers
Start-up of Bypass Activities
Coatings
Any activity that interrupts service to City's customers
Traffic Control Set-Up

2. Work Observation: Level II (Full-Time Representation)

Minimum project duration may apply. Includes scope of Work Observation: Level I, plus the following:

- a. Observe work performed for compliance with the contract documents. Observation includes no more than 40 hours per week on-site (plus travel time). The 40 hours per week include performing all the tasks listed in Work Observation Level I plus the tasks noted below.
 - i. Monitor and track quantities of work performed
 - ii. Monitor and track Contractor's crews and equipment on-site
 - iii. Validate impact-days daily
 - iv. Match concrete batch tickets to placement locations
 - v. Attendance at minor activities
 - vi. Prepare a daily summary of work observed
 - vii. Weekly aerial video
 - viii. Aerial photogrammetry for quantity verification

Exhibit B – Additional Services

Additional Services general consist of optional services, or services normally performed by others or under separate ENGINEER scope. Each project will require Additional Services which may include:

- a. Preliminary Engineering Reports, evaluation or feasibility reports, special reports or studies, comparative analyses, traffic studies, property maps, environmental investigations preparation of environmental statements, applications for permits or grants, appearances before regulatory agencies, and required filing fees;
- b. Renderings, exhibits, or scale models;
- c. Update of CLIENT GIS, including monthly update of water, sanitary sewer, and drainage facilities, repair data, as applicable.
- d. Services, including field observations during the design phase, to investigate existing conditions or facilities or to make measured drawings thereof, or to verify accuracy of drawings or other information furnished by CLIENT;
- e. Field surveys, construction staking, lot staking, and related office computations and drafting;
- f. Review of utility CCTV footage and field survey of manhole conditions
- g. Storm water pollution prevention plans and traffic control plans;
- h. Storm water pollution prevention plan best management practices observation and reporting
- i. Evaluation of, or use of, alternative delivery options such as Evaluated Bids, Competitive Sealed Proposals, Design Build, Construct Manager AT Risk, post bid evaluation services including evaluation of bid proposals, evaluation of alternative bid items, post bid value engineering;
- j. Revisions to substantially completed construction documents or approved preliminary documents occasioned by changes in scope of work;
- k. Computer/controls programming and configuration services;
- l. Change order negotiation and dispute resolution, to the extent possible, with the Contractor;

- m. Printed copies of construction documents;
- n. Construction management as described in Section II Construction Management of Exhibit A – Construction Phase Services;
- o. Field Project Representation, either Work Observation Level I, II, or III as described in Section III Field Project Representation Services of Exhibit A – Construction Phase Services;
- p. Drone inspection;
- q. Field visits by the design team to observe construction progress, observe the completed construction for conformity to contract documents, and assist in the startup and commission of facilities;
- r. Additional or extended services during construction past the original substantial completion date of the construction Contract Period of Performance made necessary by defective or neglected work of contractor; prolongation of construction contract, acceleration of work schedule involving services beyond normal working hours; default under construction contract due to delinquency or insolvency; or work damaged by fire or other cause during construction;
- s. Contractor's Insurance and bond verification;
- t. Contractor's surety assistance or coordination in any way but usually in the event of a potential default;
- u. Claims analysis and consulting, liquidated or actual damage determinations;
- v. Attendance at multiple start-ups during construction due to Contractor performance;
- w. Attendance at monthly construction meetings;
- x. Structural and MEP inspection for items not designed by JC;
- y. Revisions to construction documents after project completion to indicate "Record" conditions, and operation and maintenance manual review and preparation;
- z. Travel and subsistence;
- aa. Soil borings; soil, mill, shop, and laboratory tests;
- bb. Services in conjunction with preparation, calculation and submittal of subdivision plats;

- cc. Witness factory testing;
- dd. O&M support including observation, active participation in Owner training, preparation of comprehensive and integrated O&M manuals, and Emergency Planning;
- ee. Landscape and irrigation services;
- ff. Lot grade verification;
- gg. Acting as CLIENT interface with effected residents;
- hh. Services as an expert witness including preparation of engineering data and reports on behalf of the CLIENT or in connection with litigation or other controversies, or in consultation with CLIENT or attorneys;
- ii. Process estimation including observation, active participation in Owner training, including observation, active participation in Owner training, and preparation of Standard Operating Procedures;
- jj. 11 month warranty inspection;
- kk. Other services not otherwise included in the Agreement or not customarily furnished in accordance with generally accepted engineering practice;



SCHEDULE OF HOURLY RATES

Effective January 2021 - Subject to Annual Revision in January 2022

ENGINEERING PERSONNEL

Design Engineer I	\$110
Design Engineer II	\$130
Professional Engineer I	\$150
Professional Engineer II	\$170
Professional Engineer III	\$195
Professional Engineer IV	\$225
Professional Engineer V	\$240
Practice Leader	\$260

ELECTRICAL ENGINEERING PERSONNEL

Electrical Design Engineer I	\$120
Electrical Design Engineer II	\$140
Electrical Professional Engineer I	\$165
Electrical Professional Engineer II	\$180
Electrical Professional Engineer III	\$200
Electrical Professional Engineer IV	\$235
Electrical Professional Engineer V	\$250

CONSTRUCTION PERSONNEL (Includes Mileage)

Construction Manager I	\$110
Construction Manager II	\$130
Construction Manager III	\$150
Construction Manager IV	\$170
Construction Manager V	\$195
Field Project Representative I	\$ 65
Field Project Representative II	\$ 90
Field Project Representative III	\$110
Specialist Field Project Representative I	\$120
Specialist Field Project Representative II	\$135
Senior Specialist Field Project Representative	\$150

SPECIALIST

Specialist I	\$100
Specialist II	\$125
Specialist III	\$195
Specialist IV	\$240

PLANNING PERSONNEL

Planner I	\$ 95
Planner II	\$125
Planner III	\$155
Planner Manager	\$225

DESIGNERS/DRAFTING PERSONNEL

CAD I	\$ 60
CAD II	\$ 85
CAD III	\$100
Designer I	\$100
Designer II	\$120
Designer III	\$140
GIS I	\$ 85
GIS II	\$110
GIS III	\$145
GIS IV	\$180

SURVEYING PERSONNEL

1-Person Field Crew	\$130
2-Person Field Crew	\$180
3-Person Field Crew	\$220
4-Person Field Crew	\$250
Scanner Equipment	\$100
Survey Technician I	\$ 85
Survey Technician II	\$ 95
Project Surveyor I	\$ 90
Project Surveyor II	\$105
Project Surveyor III	\$125
Project Surveyor IV	\$150
Chief of Survey Crews	\$110
Registered Professional Land Surveyor	\$170
Survey Manager	\$195

OFFICE PERSONNEL

Engineer's Assistant I	\$ 60
Engineer's Assistant II	\$ 75
Engineer's Assistant III	\$ 85
Admin I	\$ 60
Admin II	\$ 80
Admin III	\$105
Assistant Controller/ Chief Accountant	\$120
Corporate/Project Accountant	\$100



SCHEDULE OF REIMBURSABLE EXPENSES

Effective January 2019

Subject to Annual Revision in January 2020

1. Reproduction performed in office

<u>Size</u>	<u>Black & White</u>	<u>Color</u>
8½ x 11 (single-sided)	\$0.05/page	\$.50/page
8½ x 11 (double-sided)	\$0.15/page	\$ 1.00/page
8½ x 14	\$0.15/page	\$.75/page
11 x 17	\$0.20/page	\$ 1.00/page
<u>Large Document Prints/Plots</u>	<u>Black & White</u>	<u>Color</u>
Bond	\$0.20/sq ft	\$ 1.00/sq ft
Photographic Bond	\$4.00/sq ft	\$ 5.00/sq ft
Mylar (4 mil)	\$2.00/sq ft	N/A

Aerial Backgrounds

All sizes \$5.00/sheet (plus above sq. ft. cost)

2. Transportation (mileage): Standard IRS mileage rate in effect
3. Subcontracts and all other outside expenses and fees: Cost, plus 10% service charge
4. Surveying Expenses
 - a. Crew Rates: Includes time charged portal to portal and the first 120 miles of transportation and standard survey equipment
 - b. Special Rental Equipment: Cost, plus 10%
 - c. Stakes: Cost, plus 10% service charge when an excessive number of wooden stakes or any special stakes are required
 - d. Iron Rods and Pipes: Cost, plus 10%
 - e. All-Terrain Vehicle (ATV): \$150/day
 - f. Overnight Stays: \$190/night
 - g. Overtime Rates: Jobs requiring work on weekends or holidays billed at 1.5 times the standard rate
 - h. Sales Tax: To be paid on boundary-related services.
 - i. Deliveries, abstracting services, outside reproduction costs, and other reimbursable expenses charged at cost, plus 10%

Final 2019
Standard