

**ENGINEERING SERVICES AGREEMENT
FOR CONSTRUCTION OF PUBLIC IMPROVEMENTS**

THIS AGREEMENT is made in Douglas County, Kansas, by and between the City of Lawrence, Kansas, hereinafter called the City, and Professional Engineering Consultants, P.A. hereinafter called the Consultant. The City intends to complete an improvement project, 2018-2019 Watermain Relocation – Louisiana Street – 19th Street to 20th Street and 21st Street to 23rd Street, Project No. UT1817 (hereinafter called the Project) in Lawrence, Kansas, described in Exhibit A.

The City hereby contracts with the Consultant for professional engineering services in connection with the Project, for such engineering services more particularly described herein in consideration of the mutual covenants herein set forth. By executing this Agreement, the Consultant represents to the City that the Consultant is professionally qualified to provide such and is licensed to practice engineering by all public entities having jurisdiction over the Consultant and the Project.

SECTION I - DEFINITIONS

As used in this Agreement, the following terms shall have the meanings ascribed herein unless otherwise stated or reasonably required by this contract, and other forms of any defined words shall have a meaning parallel thereto.

“Additional Services” means any services requested by the City which are not covered by Exhibit A of this Agreement.

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“Agreement” means this contract and includes change orders issued in writing.

“City” means the City of Lawrence, Kansas.

“Consultant” means the company or individual identified on page 1. Consultant shall employ for the services rendered, engineers, architects, landscape architects, and surveyors licensed, as applicable, by the Kansas State Board of Technical Professions.

“Contract Documents” means those documents so identified in the Contract for Construction of this Project, including Engineering Documents. All terms defined in said General Conditions shall have the same meaning when used in this Agreement unless otherwise specifically stated or in the case of a conflict in which case the definition used in this Agreement shall prevail in the interpretation of this Agreement.

“Engineering Documents” means all plans, specifications, reports, drawings, tracings, designs, calculations, computer models, sketches, notes, memorandums or correspondence related to the work described in Exhibit A attached hereto.

“Engineering Services” means the professional services, labor, materials, supplies, testing and other acts or duties required of Consultant under this Agreement together with Additional Services as City may request and evidenced by a supplemental agreement pursuant to the terms of this Agreement.

“Project” is as described in Exhibit A.

"Subsurface Borings and Testing" means borings, probings and subsurface explorations, laboratory tests and inspections of samples, materials and equipment; and appropriate professional interpretations of all the foregoing.

"Utilities Engineer" means the person employed by the City with the title of Utilities Engineer who is licensed to practice engineering in the State of Kansas.

"Utilities Director" means the person employed by the City with the title of Utilities Director.

SECTION II - PAYMENT

A. COMPENSATION.

1. Maximum Total Fee and Expense: The City agrees to pay the Consultant a fee based on the actual hours expended on the Project at the rates indicated in the attached Hourly Rate Schedule, Exhibit B and the actual reimbursable expenses permitted under this Agreement and incurred on this Project, but not to exceed a maximum fee of **\$86,393.00** for Design Services, Geotechnical Services, and Construction Phase Services. Professional fees are based on the scope of services outlined in Exhibit A of this Agreement and shall be completed in accordance with a mutually agreed to schedule. Other methods of compensation are allowed only after written approval by the Utilities Director.
2. Hourly Rate: Any Additional Services which are not set forth in this Agreement will be charged on the basis of the hourly rate schedule attached hereto as Exhibit B and reimbursable expenses not contemplated in this

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Agreement will be charged at actual cost. No Additional Services or costs shall be incurred without proper written authorization of the City.

3. Reimbursable Expenses: Reimbursable expenses shall be included in the total maximum fee. Reimbursable expenses include expenses of transportation in connection with the Project; expenses in connection with authorized out-of-town travel; long-distance communications; expenses of printing and reproductions, postage and facsimile transmissions; expenses of renderings and models requested by the City and other costs as authorized by the City. Reimbursable expenses will not include overhead costs or additional insurance premiums. Unit rates for reimbursable expenses shall be included in Exhibit B attached.
4. Sales Tax: Compensation as provided for herein is exclusive of any sales, use or similar tax imposed by taxing jurisdictions on the amount of compensation, fees or services. Should such taxes be imposed, the City shall reimburse the Consultant in addition to the contractual amounts provided. The City shall provide tax exempt number if required, and if requested by the Consultant.
5. Billing: Consultant shall bill the City monthly for all services and reimbursable expenses. It is understood by the Consultant that monthly pay requests must be received by the 5th day of the month. The bill submitted by Consultant shall itemize the services and reimbursable expenses for which payment is requested, notwithstanding any claim for interest or penalty claimed in a Consultant's invoice. The City agrees to pay the Consultant

within ten (10) days of approval by the governing body. If the Consultant fails to submit an itemized bill for services and/or reimbursable expenses within sixty (60) days of completion of the services, the City shall have no duty to pay the Consultant for those services.

6. City's Right to Withhold Payment: In the event the City becomes credibly informed that any representations of the Consultant provided in its monthly billing are wholly or partially inaccurate, the City may withhold payment of disputed sums then, or in the future, otherwise due to the Consultant until the inaccuracy and the cause thereof is corrected to the City's reasonable satisfaction. In the event the City questions some element of an invoice, that fact shall be made known to the Consultant immediately. The Consultant will help effect resolution and transmit a revised invoice if necessary. The City shall pay the undisputed portion of any invoice as provided in Part 5 of this Section II.
7. Progress Reports: A written progress report, as set out in Exhibit C, must be submitted with each monthly pay request indicating which specific design tasks and their percentage have been completed to date, and tasks that will be performed the following month. This report will serve as support for payment to the Consultant.
8. Timing of Services: Consultant will perform the services in a timely manner; however, if during their performance, for reasons beyond the control of the Consultant, protracted delays occur, the parties agree that they will negotiate

in writing an equitable adjustment of time and compensation, taking into consideration the impact of such delays.

9. Change in Scope: For substantial modifications in authorized Project scope, and/or substantial modifications of drawings and/or specifications previously accepted by the City, when requested by the City and through no fault of the Consultant, the Consultant shall be compensated for time and expense required to incorporate such modifications at Consultant's standard hourly rates per Exhibit B. Provided, however, that any increase in contract price or contract time must be requested by the Consultant and must be approved through a written supplemental agreement prior to performing such services. Consultant shall correct or revise any errors or deficiencies in its designs, drawings or specifications without additional compensation when due to Consultant's negligence, error, or omission.
10. Additional Services: The Consultant shall provide, with the City's concurrence, services in addition to those listed in Exhibit A, when such services are requested, in writing, by the City. Prior to entering into any Additional Services, the Consultant must submit a proposal outlining the Additional Services to be provided, estimation of total hours and a maximum fee based upon the hourly rate schedule attached hereto as Exhibit B. Payment to the Consultant, as compensation for these Additional Services, shall be in accordance with the attached hourly rate schedule attached as Exhibit B. Reimbursable expenses incurred in conjunction with Additional Services shall be paid separately and those reimbursable expenses shall be

paid at actual cost. Records of reimbursable expenses and expenses pertaining to Additional Services and services performed on an hourly basis shall be made available to the City if so requested in writing. Production of these documents shall be made at the Consultant's office during normal business hours within a reasonable time at a date and time mutually convenient to both parties.

11. Supplemental Agreement: This Agreement may be amended to provide for additions, deletions and revisions in the services or to modify the terms and conditions thereof by written amendment signed by both parties. The contract price and contract time may only be changed by a written supplemental agreement approved by the City, unless it is the result of an emergency situation in which case the Utilities Director may give verbal and facsimile approval to be followed by a written and approved supplemental agreement. If notice of any change affecting the general scope of the services or provisions of this Agreement, including but not limited to, contract price or time, is a requirement of any insurance policy held by the Consultant as a requirement of this Agreement, the giving of such notice shall be the Consultant's responsibility.

SECTION III - RESPONSIBILITIES OF CONSULTANT

- A. **SCOPE OF SERVICES:** The Consultant shall furnish and perform the various professional duties and services in all phases of the Project to which this Agreement applies, as specifically provided in Exhibit A and which are required for the completion of the Project

B. GENERAL DUTIES AND RESPONSIBILITIES

1. Personnel: The Consultant shall assign only qualified personnel to perform any service concerning the Project. Robert A. Koopman, P.E. will perform as the Consultant's principal for this Project. As principal on this Project, this person shall be the primary contact with the Utilities Director, Utilities Engineer, or another person so designated, and shall have authority to bind the Consultant. So long as the individual named above remains actively employed or retained by the Consultant, he/she shall perform the function of principal on this Project.
2. Independent Contractor: The Consultant is an independent contractor and as such is not an employee of the City.
3. Special Services: The Consultant may be called on to serve as a Consultant or witness in any litigation, arbitration, legal or administrative proceeding arising out of this Project. The Consultant shall not be paid extra by the City if the appearance is to defend Consultant's professional engineering services. If the Consultant is requested in writing by the City to appear as a witness, the Consultant will be paid its hourly fee as reflected on the hourly rate schedule attached hereto as Exhibit B.
4. Subsurface Borings and Material Testing: If tests additional to those provided in Exhibit A are requested by the City for design, the Consultant shall prepare specifications for the taking of the additional borings. Such Subsurface Borings and Testing, as defined herein, shall be provided by the Consultant

through other contractors. Payment to the Consultant will be negotiated in writing.

5. Service by and Payment to Others: Any work authorized in writing by the City and performed by a third party other than the Consultant, or their subconsultants in connection with the proposed Project, shall be contracted for and paid for by the City directly to the third party or parties. Fees for extra work shall be subject to negotiation between the City and the third party. Fees shall be approved by the City prior to the execution of any extra work. Although the Consultant may assist the City in procuring such services of third parties, the Consultant shall in no way be liable to either the City or such third parties in any manner whatsoever for such services or for payment thereof.
6. Subcontracting of Service: The Consultant shall not subcontract or assign any of the architectural, engineering or consulting services to be performed under this Agreement without first obtaining the written approval of the City regarding the services to be subcontracted or assigned and the firm or person proposed to perform the services. Neither the City nor the Consultant shall assign any rights or duties under this Agreement without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.
7. Endorsement: The Consultant shall sign and seal all final plans, specifications, estimates and engineering data furnished by the Consultant.

The Consultant warrants to the best of its knowledge, information and belief that its performance will be done in a professional manner. Any review or approval by the City of any documents prepared by the Consultant, including but not limited to the plans and specifications, shall be solely for the purpose of determining whether such documents are consistent with the City's construction program and intent. No review of such documents shall relieve the Consultant of their responsibility for the accuracy. It will be the Consultant's responsibility to verify the existence of any and all rights-of-way and easements, including temporary construction easements, that are necessary for the Project construction. Rights-of-way and easements shown on the construction plans shall have proper legal verification to prove their existence.

8. Professional Responsibility: The Consultant will exercise reasonable skill, care and diligence in the performance of its services as is ordinarily possessed and exercised by a licensed professional performing the same services under similar circumstances.
9. Inspection of Documents: The Consultant shall maintain all Project records for inspection by the City during the contract period and for three (3) years from the date of final payment.

SECTION IV - CITY OF LAWRENCE RESPONSIBILITIES

A. GENERAL DUTIES AND RESPONSIBILITIES

1. Communication: The City shall provide to the Consultant information and criteria regarding the City's requirement for the Project; examine and timely respond to the Consultant's submissions; and give notice to the Consultant, who shall respond promptly, whenever the City observes or otherwise becomes aware of any defect in the services.
2. Access: The City will provide access agreements for the Consultant to enter public and private property when necessary.
3. Duties: The City shall furnish and perform the various duties and services in all phases of the Project which are outlined and designated in Exhibit A as the City's responsibility.
4. Program and Budget: The City shall provide full information stating the City's objectives, schedule, budget with reasonable contingencies, and necessary design criteria.
5. Other consultants: The City may contract with "specialty" consultants when such services are requested by the Consultant.
6. Testing: Any tests required to supplement the scope of services or tests required by law shall be furnished by the City.
7. Legal, Insurance, Audit: The City shall furnish all legal, accounting and insurance counseling services as may be necessary at any time for the Project. The City shall furnish all bond forms required for the Project.

8. Project Representative: The Utilities Director, or the Utilities Director's designee, shall represent the City in coordinating this Project with the Consultant, with authority to transmit instructions and define policies and decisions of the City.

SECTION V - GENERAL PROVISIONS

A. TERMINATION

1. Notice: The City reserves the right to terminate this Agreement for either cause or for its convenience and without cause or default on the part of the Consultant, by providing written notice of such termination to the Consultant. Upon receipt of such notice from City, the Consultant shall, at City's option as contained in the notice, immediately cease all services and meet with City to determine what services shall be required of the Consultant in order to bring the Project to a reasonable termination in accordance with the request of the City. The Consultant shall also provide to the City digital and mylar copies of all drawings and documents completed or partially completed at the date of termination. The Consultant is entitled to terminate this agreement by providing thirty (30) days written notice.
2. Compensation for Convenience Termination: If City shall terminate for its convenience, as herein provided, City shall compensate Consultant for all services completed to date prior to receipt of the termination notice. Compensation shall not include anticipatory profit or consequential damages, neither of which will be allowed.

3. Compensation for Default Termination: If the City shall terminate for cause or default on the part of the Consultant, the City shall compensate the Consultant for the reasonable cost of services completed to date of its receipt of the termination notice. Compensation shall not include anticipatory profit or consequential damages, neither of which will be allowed. The City also retains all its rights and remedies against the Consultant including but not limited to its rights to sue for damages, interest and attorney fees.
4. Incomplete Documents: Neither the Consultant, nor its subconsultant, shall be responsible for errors or omissions in documents which are incomplete as a result of an early termination under this section, the Consultant having been deprived of the opportunity to complete such documents and certify them as ready for construction.

B. DISPUTE RESOLUTION

City and the Consultant agree that disputes relative to the Project should first be addressed by negotiations between the parties. If direct negotiations fail to resolve the dispute, the party initiating the claim that is the basis for the dispute shall be free to take such steps as it deems necessary to protect its interests provided, however, that notwithstanding any such dispute the Consultant shall proceed with the services as per this Agreement as if no dispute existed.

C. OWNERSHIP OF ENGINEERING DOCUMENTS

All Engineering Documents prepared in connection with this Project shall be the property of the Consultant, whether the Project for which they are made is executed

or not; however, the Consultant shall provide the City a copy of all Engineering Documents as requested by the City and related to services for which the consultant has been compensated.

Reports, plans, specifications and related documents are the Consultant's copyrighted instruments, and the Consultant, at its option, may so identify them by appropriate markings. Provided that the Consultant is paid in full for its services, then the City may reuse these final documents without any additional compensation. However, such reuse shall be for City use and the Consultant shall have no liability for City alteration to the documents or for any use other than as intended pursuant to the terms hereof.

D. INSURANCE

Unless otherwise specified, the City shall be shown as an additional insured on all applicable insurance policies except professional liability and worker's compensation. All general and automobile liability insurance shall be written on an occurrence basis unless otherwise agreed to in writing by the City. The City shall be given written thirty (30) days notice of any insurance policy cancellation.

1. Professional Liability: The Consultant shall maintain, throughout the duration of this Agreement, Professional Liability Insurance in an amount not less than one million dollars (\$1,000,000), per claim and annual aggregate, and shall provide the City with certification attached to this Agreement.

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2. Commercial General Liability

Each Occurrence \$500,000

General Aggregate \$500,000

The policy must also include personal injury; products/completed operations; contractual liability and independent contractors.

3. Worker's Compensation: The Consultant shall retain Worker's Compensation Insurance in the statutory amounts.

4. Employer's Liability:

Bodily Injury by Accident \$100,000 (each accident)

Bodily Injury by Disease \$500,000 (policy limit)

Bodily Injury by Disease \$100,000 (each employee)

5. Automobile Insurance: The Consultant shall maintain a policy in the minimum amounts as required for general liability to protect against claims for bodily injury and/or property damage arising out of the ownership or use of any owned, hired and/or non-owned vehicle.

6. Industry Ratings: City will only accept coverage from an insurance carrier which offers proof that it:

- a) Is licensed to do business in the State of Kansas;
- b) Carries a Best's Policyholder rating of A or better; and

- c) Carries at least a Class X financial rating; or is a company mutually agreed upon by the City and Consultant.

7. Subconsultant's Insurance: If a part of this Agreement is to be sublet, the Consultant shall either:

- a) Cover all subconsultants in its insurance policies; or
- b) Require each subconsultant not so covered to secure insurance which will protect against all applicable hazards or risks of loss in the amount so designated.

Whichever option is chosen, the Consultant shall indemnify and hold harmless the City as to any and all damages, claims, or losses, including attorney's fees, arising out of the negligent acts or omissions of its subconsultants.

E. INDEMNITY

- 1. Indemnify and Hold Harmless: For purposes of this Agreement, the Consultant hereby agrees to indemnify and hold harmless the City and its employees and officials from any and all loss to the extent caused or incurred in whole or in part as a result of the negligence or wrongful acts of the Consultant, its officers, subsidiaries, employees and subconsultants/assignees and their respective officers and employees, in the performance of services pursuant to this Agreement.

In the case of any claims against the City or its employees and officials indemnified under this Agreement, by an employee of the Consultant, its

officers, subsidiaries, or subconsultant/assignees, the indemnification obligation contained in this Agreement shall be limited to those losses caused by the negligence of the Consultant but shall not be limited by any limitation on amount or type of damages, compensation or benefits payable by or for the Consultant, its officers, subsidiaries, or subconsultant/assignees, under workers' compensation acts, disability benefit acts, or other employee benefit acts, as allowed by law. The Consultant's obligation hereunder shall not include amounts attributable to the fault or negligence of the City or any third party for whom the Consultant is not responsible.

F. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Agreement may not be modified or amended except in writing mutually agreed to and accepted by both parties to this Agreement.

G. APPLICABLE LAW

This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Kansas.

H. ASSIGNMENT OF AGREEMENT

This Agreement shall not be assigned or transferred by either the Consultant or the City without the written consent of the other.

I. NO THIRD PARTY BENEFICIARIES

Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.

J. COVENANT AGAINST CONTINGENT FEES

The Consultant warrants that they have not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement, and that they have not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City may terminate this Agreement without liability or may, in its discretion, deduct from the contract price or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

K. COMPLIANCE WITH LAWS

Consultant shall abide by all applicable federal, state and local laws, ordinances and regulations applicable to this Project until the Engineering Services required by this Agreement are complete. Consultant shall secure all occupational and professional licenses, permits, etc., from public and private sources necessary for the fulfillment of its obligations under this Agreement.

L. TITLES, SUBHEADS AND CAPITALIZATION

Title and subheadings as used herein are provided only as a matter of convenience and shall have no legal bearing on the interpretation of any provision of the

Agreement. Some terms are capitalized throughout the Agreement but the use of or failure to use capitals shall have no legal bearing on the interpretation of such terms.

M. SEVERABILITY CLAUSE

Should any provision of this Agreement be determined to be void, invalid unenforceable or illegal for whatever reason, such provisions shall be null and void; provided, however, that the remaining provisions of this Agreement shall be unaffected thereby and shall continue to be valid and enforceable.

N. HAZARDOUS MATERIALS

The Consultant and the Consultant's subconsultants shall have no responsibility for the discovery, presence, handling, removal, or disposal or exposure of persons to hazardous materials in any form at the Project site.

O. AFFIRMATIVE ACTION

The Consultant agrees to comply with the provisions of K.S.A. 44-1030, in the Kansas Acts Against Discrimination, and Section 10-113 eq seq of the Code of the City of Lawrence, Kansas, Affirmative Action in Public Contracts.

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P. EXECUTION OF CONTRACT

The parties hereto have caused this Agreement to be executed in duplicate this
_____ day of _____, 2018.

CONSULTANT

By: Robert A. Koopman

Robert A. Koopman, P.E., Principal
Municipal Services Division Team Lead
Professional Engineering Consultants

CITY OF LAWRENCE, KANSAS

By: _____

Thomas M. Markus
City Manager

APPROVED AS TO FORM:

Toni Ramirez Wheeler
City Attorney

**EXHIBIT A
SCOPE OF SERVICES
DESIGN AND BID PHASE SERVICES**

PROJECT OVERVIEW

The proposed project will provide for the replacement of an existing 8” and 12” cast iron City of Lawrence water main on the east side of Louisiana Street from 19th Street to 20th Street and 21st Street to 23rd Street. The project is expected to include approximately 650 lineal feet of new 8” waterline and 1,450 lineal feet of 12” waterline.

BASIC ENGINEERING DESIGN SERVICES

Task A: Project Management, Meetings, & Basic Permitting

1. Prepare for and conduct a Project Kickoff Meeting with Owner/staff. Kickoff Meeting to include a field review meeting of project site to view and discuss items of note.
2. Prepare for and conduct the following meetings with Owner’s staff subsequent to review of drawings and documents: Concept Design Review, Field Check Design Review, and Final Check Review.
3. Attend intermediate project meetings to review status and outstanding design items.
4. Provide for basic permitting, KDOT, KTA, Douglas County, KDHE Public Water Supply.
5. Provide internal (PEC) project management, planning and oversight necessary to ensure success of project.
6. Provide internal (PEC) Quality Control (Q/C) reviews at 30/60/95/100% design stages and additionally as appropriate.

Task B: Concept (30%) thru Field Check Design (60%)

1. Request from and work with City staff to obtain available record information. Review related existing and/or previous related project City/Department data, plans and specifications pertinent to the project.
2. Provide field surveys to obtain topographic mapping information for the purpose of horizontal and vertical control, location of surface features, and horizontal location of underground utilities.
3. Develop base drawings of existing waterline system and adjacent topographic features from field surveys described above.
4. Develop, prepare and present preliminary design concept layout of proposed lines, valves, and fire hydrants for Owner’s review. Review and incorporate Owner’s concept review comments into Field Check Design.
5. Develop, prepare and present Field Check Design drawings, specifications and cost estimates for Owner’s review.

Task C: Final Design (95%)

1. Review and incorporate Owner's Field Check review comments into Final Design documents.
2. Develop, prepare and present Final Design drawings, specifications and cost estimates for Owner's review.

Task D: Final Bid Document Preparation (100%)

1. Review and incorporate Owner's Final Design plan review comments into Final Bid Documents.
2. Prepare and submit Final Bid Documents.
3. Prepare Engineer's Estimate of Probable Construction Costs.

NON-BASIC ENGINEERING DESIGN SERVICES

Task E: Advertisement & Bidding Phase Services

1. Assist Owner during advertisement of project.
2. Conduct Pre-bid Meeting (if necessary) and Answer Contractor questions and RFI's during Bid Phase.
3. Assist Owner with preparation of Bid Addenda as appropriate.
4. Attend Bid Opening.
5. Conduct review of Contractor bids; prepare Bid Tabulation summary; provide Recommendation of Award letter to Owner.

Task F: Miscellaneous Engineering Services

1. Coordinate with Owner to determine intervals and locations of geotechnical borings along the watermain route.
2. Prepare standard Stormwater Pollution Prevention Plan (SWPPP) to be contained within the Project Manual; general Erosion and Pollution Control Plan and Detail Sheets to be contained in the Construction Drawings; KDHE Notice of Intent (NOI) application package for submittal to KDHE.
3. Provide traffic control plans in accordance with the review stage under submission.
4. Provide Geotechnical investigations to include 6 auger probe borings with a total depth of approximately 60 feet, including the necessary traffic control.

CONSTRUCTION PHASE ENGINEERING SERVICES

Construction Phase Services for the Louisiana Street Waterline: Consultant will provide the following construction phase services:

- (1) Prepare for and attend Pre-Construction Meeting. (Est'd. 6 hrs.)

- (2) Coordinate and consult with City Site Inspector/Utilities Engineer during construction. (Est'd. 2 hrs/week for 20 weeks)
- (3) Provide periodic site visits as directed by Utilities Staff. (Est'd. 2, 4-hr. visits)
- (4) Attend project meetings. (Est'd. 2, 2-hr. meetings)
- (5) Respond to and address Field Contractor questions and requests for information. (Est'd. 20 hrs)

The following services have not been included but can be added later as Supplemental Services if requested by the Owner: shop drawing review, resident inspection services, construction staking, or record drawing preparation.

SUPPLEMENTAL SERVICES

Any work requested by the Owner that is not included in the previously described and included Basic Services and Non-Basic Engineering Design Services will be classified as Supplemental Services. Supplemental Services shall include, but are not limited to the following.

1. Changes in the general scope, extent, or character of the project or its design, including but not limited to changes in size, complexity, Owner's schedule, character of construction or method of financing; and revising previously accepted studies, reports, or design documents when such revisions are required by changes in laws, regulations, ordinances, codes, or orders enacted subsequent to the preparation of such studies/reports/documents or design or due to any other causes beyond the ENGINEER's control.
2. Code Analysis for buildings.
3. Permitting application preparation beyond that provided for in Task A.4 above, including but not limited to: Division of Water Resources (DWR); Army Corps of Engineers (COE); Railroad; Wildlife & Parks; Historic Preservation; etc.
4. Preliminary Design Report, Master Planning, or computer/hydraulic system modeling for the water system to confirm/determine watermain, fire hydrant or valve locations or sizes.
5. Collection of field survey data beyond the topographic surveys provided for in the Basic Services described above.
6. Fire hydrant flow testing and/or any other testing of the existing water system.
7. Services related to land use, Planning/Zoning Department requirements including but not limited to: platting; zoning; floodplains; annexation; etc.
8. Services related to hazardous materials.
9. Value engineering studies or evaluations.
10. Preparation of materials/exhibits for, and attendance at, Public Meetings/Hearings.
11. Detailed construction estimates and/or constructability reviews beyond those typically provided for in the Basic Services.
12. Site environment, Section 106 (or any other) Historic Preservation/archeological, wildlife habitat, or wetland assessments.
13. Easement development, strip map development, O&E report acquisition, and any field survey required for any necessary easements.
14. Services related to project web sites and/or any other public information services.
15. Construction Phase Contract Administration, typically including: shop drawings; pay estimates; change order preparation, beyond that described above.
16. Resident Engineering and/or Construction Observation (Inspection) services.
17. Materials testing before, during, or after design and construction.
18. Any other need, currently unknown and not included in the Scope of Basic Services, that the Owner may designate.

OWNER'S RESPONSIBILITIES

The OWNER will furnish, as required by the work and not at the expense of the ENGINEER, the following items:

1. All existing plans, reports, surveys, and all other data available to the OWNER for the Project that may be requested by the ENGINEER. Such information may include:
 - ✓ plans, specifications, maps, data, utility information
 - ✓ plats and zoning information as required.
 - ✓ soils borings and geotechnical reports;
 - ✓ hazardous conditions and/or history of site contamination;
 - ✓ proposed underground utilities improvements;

All information shall be provided in standard electronic format (doc. Or PDF) whenever possible.
2. All GIS data available to the Owner for the project that may be requested by the Engineer. Information shall be provided as SHAPE files or personal geodatabases. Information shall include:
 - ✓ Planning and zoning information
 - ✓ Administrative boundaries
 - ✓ Transportation information
 - ✓ Utilities: water, sewer, storm water
 - ✓ Parcel boundaries
 - ✓ Aerial photos (most recent) as required
 - ✓ Other: Any other pertinent GIS data which might impact project
3. Signed permission from landowners to enter upon private property for surveys, borings, geotechnical analysis, and other project related needs.

EXHIBIT B HOURLY RATE SCHEDULE

<u>TITLE</u>	<u>HOURLY RATE *</u>
Principal Engineer 4	\$155.00
Principal Engineer 3	\$150.00
Principal Engineer 2	\$145.00
Principal Engineer 1	\$140.00
Project Manager 4.....	\$160.00
Project Manager 3.....	\$155.00
Project Manager 2.....	\$145.00
Project Manager 1.....	\$135.00
Project Engineer 4.....	\$125.00
Project Engineer 3.....	\$115.00
Project Engineer 2.....	\$105.00
Project Engineer 1.....	\$100.00
Design Engineer 2.....	\$95.00
Design Engineer 1.....	\$85.00
Landscape Arch. 2	\$125.00
Landscape Arch. 1	\$95.00
Land Use Planner 2.....	\$120.00
Land Use Planner 1.....	\$100.00
Airport Planner	\$140.00
Design Technician Supervisor 4.....	\$130.00
Design Technician Supervisor 3.....	\$120.00
Design Technician Supervisor 2.....	\$110.00
Design Technician Supervisor 1.....	\$90.00
Design Technician 4	\$120.00
Design Technician 3	\$100.00
Design Technician 2	\$80.00
Design Technician 1	\$70.00
Production Assistant.....	\$70.00
Commissioning Agent 2	\$140.00
Commissioning Agent 1	\$125.00
Balance Technician Supervisor	\$95.00
Balance Technician 2.....	\$90.00
Balance Technician 1.....	\$70.00
Land Surveyor	\$110.00
Party Chief.....	\$90.00
Survey Technician	\$70.00
UAS Remote Pilot (unmanned aerial system)	\$125.00
Field Engineer	\$155.00
Inspector	\$95.00
Laboratory Supervisor/Manager.....	\$100.00
Senior Engineering Technician.....	\$70.00
Engineering Technician.....	\$65.00
Masonry Inspector	\$70.00
Driller.....	\$65.00
Senior Metals Technician	\$100.00
Visual Weld/Bold Inspection.....	\$90.00
Laboratory Technician Soils.....	\$65.00
Laboratory Technician Concrete	\$65.00
Laboratory Technician Asphalt	\$65.00
Laboratory Technician Aggregates.....	\$65.00
Laboratory Technicians Metals	\$65.00

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<u>TITLE</u>	<u>HOURLY RATE *</u>
Administrative Assistant Supervisor	\$75.00
Administrative Assistant	\$60.00
Computer Programmer	\$95.00
Technical Writer	\$85.00
Public Relations	\$95.00
*Premium time for all non-salaried personnel	1.5 multiplier

REIMBURSABLES:

Computer/CAD	\$18.00/Hour
Infrared Camera	\$50.00/Hour
Structural Testing Equipment	\$50.00/Hour
Outside Consultants	Cost plus 10%
Reproduction & Photography	Cost plus 10%
Equipment Rental	Cost plus 10%
Material	Cost plus 10%
Vehicle Mileage	\$0.545/Mile
Truck Mileage	\$0.65/Mile
ATV	\$20.00/Hour
GPS	\$50.00/Hour
3D Laser Scanner	\$150.00/Hour
Robotic Total Station	\$50.00/Hour
UAS	\$150.00/Hour
Drill Rig	\$75.00/Hour
Car Rental and Fuel	Cost plus 10%
Per Diem, Meals	Cost plus 10%
Per Diem, Lodging	Cost plus 10%
Deliveries and Overnight Mail	Cost plus 10%
Travel, Hotel, Meals, and Subsistence	Cost plus 10%
Filing Fees	Cost plus 10%
Concrete Testing Equipment	\$2.67/Each
Nuclear Gauge Equipment	\$11.57/Each
Compression Tests of Cylinders	\$1.05/Each

**The rates shown above are effective for services through December 31, 2018, and are subject to revision thereafter.

EXHIBIT C PROGRESS REPORT

When requested by the City, Consultant will provide a written Progress Report in general accordance with Section II-A-7 of the Agreement. The progress report will generally follow the outline provided below.

PROGRESS REPORT Month, Year

Following is a report on progress by the Consultant in accordance with the Agreement:

- 1. Status of Work:**
- 2. Status of Right-of-Way or Easement Descriptions:**
- 3. Tasks to be Performed in the Next Month(s):**
- 4. Issues Which Need Direction from the City:**
- 5. Issues Which May Present a Problem for Meeting the Time Schedule:**
- 6. Out of Scope Work Performed / Additional Services:**

EXHIBIT D SCHEDULE

The following schedule is a **target schedule** and will be dependent upon scheduling of City staff activities, receipt of information, completion of field activities, scheduling of subcontractors, review and acceptance of preliminary concept proposals, as well as general administrative activities.

• Notice to Proceed	September 18, 2018
• Survey & Concept (30%) Development < 60 Calendar Days>	September 19, 2018
• Review by City <14 days>	November 18, 2018
• Field Check (60%) <45 Calendar Days>	December 2, 2018
• Review by the City <14 days>	January 16, 2019
• Submit Final Design (95%) <28 Calendar Days>	January 30, 2019
• Review by City <7 days>	Feb 27 – Mar 6, 2019
• Submit Bid (100%) Documents <11 Calendar Days>	March 6, 2019
• Bid Announcement <29 Calendar Days>	March 17, 2019
• Bid Opening	April 15, 2019
• Begin Construction	May 15, 2019