

THE STATE OF TEXAS

COUNTY OF GALVESTON

AGREEMENT FOR SERVICES

This Agreement entered into as of the ___ day of _____, A.D., 2009, by and between HDR Engineering, Inc. ("Consultant"), and the City of Texas City, Texas, ("Client").

WITNESSETH:

WHEREAS, the Client has requested various services of the Consultant with respect to Engineering Services for the City of Texas City Proposal for Engineering Services for the City of Texas City's "Waterline Replacement Project – Phase 10 ("Project")".

NOW, THEREFORE, *Client* and *Consultant* hereby agree as follows:

1. Engagement of Consultant - *Consultant* hereby agrees to perform the services required under the scope of work related to the *Project*, and to provide *Client* with copies of the information, opinions, and other such documents made the basis of the scope of services, which is set out in Attachment "A" and made a part of this contract. *Consultant* agrees to initiate the following services that are set out in Attachment "A" upon receipt of an executed copy of this Agreement.
2. Availability of Information - *Client* agrees to provide *Consultant* with all available information pertinent to the *Project*. *Client* will also provide copies of reports, drawings, and other data, and will, at *Consultant's* request, provide written authorization to review *Client's* files relative to the *Project* which may be in possession of third parties. *Consultant* agrees to return all original documents to *Client* upon completion of the *Project*, but reserves the right to make and keep reproducible copies of all such material.

3. Access to Facilities - *Client* will provide access for the *Consultant* to enter the property and facilities of *Client*, as necessary for *Consultant* to perform services as required under the *Project*.
4. Instruments of Service - All documents prepared in accordance with this contract including exhibits, field notes, laboratory data, original drawings, and specifications are the property of the *Client*. The *Consultant* is given the right to use any of this data in connection with future engineering projects. The *Consultant* may retain copies of reproducible of any information prepared for this *Project*.
5. Fee - The *Consultant's* fee for the scope of services as stated in Attachment "A" provided by *Consultant* under this Agreement as set out in Attachment "A" and being the amount of: \$224,790.00 for Design Services and Miscellaneous and \$193,360.00 for Construction Phase Services.
6. Payment and Fee Schedule - The *Consultant* will submit a monthly invoice for services rendered.
7. Terms of Payment - Payment of fees as determined under Paragraph 5 herein above shall be due and payable by *Client* within thirty (30) days following receipt of *Consultant's* monthly invoice.
8. Additional Services - Additional services beyond those described in the Scope of Services will be invoiced on the basis of direct labor cost times a factor of 3.05 and direct cost plus 15%.
9. Insurance - *Consultant* shall maintain Worker's Compensation and Liability Insurance in accordance with Attachment "B".
10. Termination - The *Client* may terminate this contract at any time by giving notice in writing to the *Consultant*. In that case, all finished or unfinished documents and other materials

produced under this contract shall become the *Client's* property. If the contract is terminated by the *Client* in accordance with this provision, *Consultant* shall be paid for all services performed to the date of termination.

11. Governing Law - This Agreement shall be deemed to have been made under, and shall be construed and interpreted in accordance with the laws of the State of Texas. The venue of any suit for enforcement or construction of this contract shall be in Galveston County, Texas.
12. Indemnification - FOR CONSIDERATION RECEIVED, Consultant agrees to indemnify, save, and hold harmless the City of Texas City, Texas, its employees, officials, and agents from any and all claims, actions, damages, lawsuits, proceedings, judgments, or liabilities, for personal injury, death, or property damage to the extent or degree on a comparative basis of fault resulting from the negligent acts or omissions of the Consultant or negligent acts or omissions of others under the Consultant's supervision or control, arising out of the performance of this agreement.

In the event of any cause of action or claim asserted by a party to this Agreement or any third party, the City will provide the Consultant timely notice of such claim, dispute or notice. Thereafter, should Consultant be obligated to indemnify the City, the undersigned shall at its own expense, faithfully and completely defend and protect the City against any and all liabilities arising from this claim, cause of action or notice.

If the undersigned should fail to so defend, the City may defend, pay or settle the claim or other cause of action with full rights of recourse against the undersigned for any and all fees, costs, expenses, and payments arising from Consultant's negligence, or the negligence of others under the Consultant's supervision and control, including but not limited to attorney

fees and settlement payments, made or agreed to be paid, in order to discharge the claim, cause of action, dispute or litigation.

13. Home Rule Municipality

The City is a municipality incorporated under the laws of the State of Texas, and all laws regulating and concerning Texas municipalities apply, including budgetary laws, The City Charter and The City Code. Consultant acknowledges that the City may only act through its City Commission or a duly authorized representative of City Commission, and that any act of an employee or officer of the City that is not duly authorized is void.

ENTERED INTO AND AGREED by the parties hereto as the day and year first written.

HDR ENGINEERING, INC.
Consultant

BY: _____


JAMES B. ANDREWS, P.E.
Senior Vice President

CITY OF TEXAS CITY, TEXAS
Client

BY: _____

MAYOR OF CITY OF TEXAS CITY

ATTEST:

City Secretary

HDR | **CLAUNCH & MILLER**
Engineering Consultants
ATTACHMENT "A"

November 10, 2009

Mr. Doug Knuepper, P.E.
City Engineer
City of Texas City
928 5th Avenue North
Texas City, Texas 77592

Re: Proposal for Engineering and Construction Phase Services for the City of Texas City's
"Waterline Replacement Project – Phase 10" (including water line improvements for 9th
Avenue; 14th Street to Bay Street & 6th Street; Texas Avenue to 11th Avenue)

Dear Mr. Kneupper:

As requested, HDR Engineering, Inc., hereinafter HDR|Claunch & Miller (HDR|C&M) is pleased to submit this proposal for performing engineering services for the above referenced Phase of Texas City's Waterline Replacement and Rehabilitation Program. The proposal is based on our understanding of the project as discussed in our previous meetings and conversations. This phase consists of providing engineering design services and the preparation of bid documents for the replacement of waterlines at various locations throughout the City. This proposal also addresses the water line design associated with the 9th Avenue Paving Improvements Project and the 6th Street Paving Improvement Project that will be funded by bond funds from Galveston County. For your convenience this proposal consists of General Overview, Scope of Services, Fee, and Fee Schedule.

GENERAL OVERVIEW

The Waterline Replacement Project – Phase 10 project is part of an ongoing water line replacement program underway in the City of Texas City (City). Approximately 250,015 L.F. of water lines at various locations throughout the City have been replaced to date as part of this program and the 2001 Bond Program. This phase is a continuation of this program. This proposal includes providing engineering design and construction phase services for the replacement of existing water lines at various locations throughout the City. The water lines identified for replacement will be identified and provided by City staff based on on-going maintenance efforts; deteriorated water lines; recommendations from a modeling study performed previously; problem lines, and may include lines not replaced as part of previous projects.

This proposal also includes providing engineering design and construction administration services associated with the waterline improvements for the "9th Avenue Paving & Drainage Project (between 14th Street to Bay Street)", and the "6th Street Paving & Drainage Project

(between Texas Avenue to 11th Avenue)” that are part of the Galveston County Bond Program Projects. At this time, it is our understanding that the waterline improvements associated with paving and drainage projects will be funded by the Galveston County Bond Funds. The sanitary sewer design work associated with these projects will be included in the Sanitary Sewer Rehabilitation - Phase XII proposal. Following is a summary of the waterline improvements associated with the paving projects:

9th Avenue Paving Improvements Project (between 14th Street to Bay Street)

- Project involves the installation of 1,595 linear feet of 8” water line, 2,368 linear feet of 12” water line, and 2,359 linear feet of transmission main along 9th Avenue from 14th Street to 10th Street. Approximately 530 linear feet of 8” water line along 9th Avenue between 1st Street to Bay Street will also be installed. This work will also include all services, wet connections, fire hydrants. The estimated construction cost for performing the improvements is \$540,710.

6th Street Paving Improvement Project (between Texas Avenue to 11th Avenue)

- Project involves the installation of 6,300 linear feet of 8” water line along 6th Street from Texas Avenue to 11th Avenue. This work will also include all services, wet connections, fire hydrants. The estimated construction cost for performing the improvements is \$434,700.

HDR|C&M will utilize the topographic survey, geotechnical investigation data, and associated drawing information provided by the consultant designing the paving improvements for the two Galveston County Bond Projects for preparing the waterline design. The waterline work will be included to be bid with the paving improvement project bidding packages. HDR|C&M will provide the pertinent specifications and bid forms to be incorporated into the paving project’s specifications.

The budget allocated for the Waterline Replacement Project – Phase 10 project is \$2.0 million, which includes construction costs, engineering, surveying, construction phase services and other costs. Based on preliminary cost estimates performed by HDR|C&M, it is estimated that approximately 26,400 L.F. of water lines can be replaced as part of this phase. The estimated construction cost to perform the work is approximately **\$1,581,500.00**, which includes the replacements and associated work. Due to fluctuation in unit prices experienced lately in the construction industry, HDR|C&M will include in the project the design of multiple add alternates based on the construction budget.

As performed previously, the City of Texas City desires that the design documents for the waterline replacements at various locations throughout the City consist of detailed specifications with numerous bid items that will provide flexibility, during the construction phase, to accommodate and pay for different situations that may occur. To this end, the City also desires that schematic layout maps in lieu of obtaining detailed topographic survey be utilized for the

drawings portion of the construction documents. Where it is determined that more detailed information will be required, then survey work will be obtained and included in the design package.

It is City's desire that HDR|C&M provide one on-site representative to observe the construction of both the proposed Water Line Replacement Project - Phase 10 and the proposed Sanitary Sewer Rehabilitation Project - Phase XII. As discussed with City staff, the sewer rehabilitation project and the waterline replacement project will be designed and bid concurrently, and constructed under separate construction contracts. This will facilitate utilizing one on-site representative for both the projects. HDR|C&M's on-site representative will observe each project that should be occurring simultaneously; therefore, the budget for site representation for the waterline portion of the project is based on an average of thirty hours (30) per week for the project duration. The budget associated with the remaining 10 hours per week will be included in the proposal for the Sanitary Sewer Rehabilitation project. In the event the projects are not constructed concurrently, this will impact the overall site representation budget and services. HDR|C&M will coordinate with the City for additional services if this should occur.

This proposal addresses the engineering services HDR|C&M will provide the City during the Design and Construction Phases, as well as associated Surveying and other services necessary to support the project. Costs for performing geotechnical work for the Waterline Replacement Project – Phase 10 & Sanitary Sewer Rehabilitation Project – Phase XII are included as part of this project. The proposal is separated into Basic Services (expected normal engineering services) and Special Services.

SCOPE OF SERVICES

I. DESIGN PHASE SERVICES

A. Design Services (Water Line Replacement – Various Locations)

- Obtain utility information, where appropriate.
- Coordinate with other governmental entities, which may be impacted by the project.
- Perform field reconnaissance of the water line locations areas to obtain information on surface features and any other information that would impact construction. The information gathered from the field visit will be included in the schematic layout drawings that would aid the design efforts. A detailed topographic survey of all project areas is not part of this scope.
- Meet with City of Texas City to discuss and finalize design criteria and acquire pertinent information regarding the Project.

- Prepare project specifications, drawings, bid documents and construction drawings based on the anticipated improvements.
- Coordinate with the City of Texas City during the design phase. Provide draft documents for their review and comments.
- The design shall include the waterlines identified by the City that can be rehabilitated with the available construction budget. Based on information provided by the City, the available construction budget is approximately **\$1,581,500.00**. HDR|C&M will endeavor to apprise the City of Texas City of the cost estimate as the project progresses.
- Coordinate with Texas Commission on Environmental Quality (TCEQ) during the design phase. Furnish necessary documentation to TCEQ for their review and approval.
- Incorporate appropriate comments from pertinent entities into the final bid documents.
- Prepare final cost estimate for the project.
- Furnish three (3) sets of construction documents to the City.

B. Special Services - Design Phase

1. Design Services for 9th Avenue Waterline (14th Street to Bay Street)

- Obtain CADD drawing files from the consultant performing the design services for the 9th Avenue Paving Improvement project.
- Coordinate with consultant for information on proposed improvements.
- Perform field reconnaissance of the water line locations areas to obtain information on surface features and any other information that would impact construction. The information gathered from the field visit will be included in the drawings that would aid the design efforts.
- Prepare waterline design for the project area. HDR|C&M will provide the bid proposal and the design drawings and associated details pertaining to the waterline design that will be incorporated into the Consultant's project contract documents.

- Coordinate with the City of Texas City during the design phase. Provide draft documents for their review and comments.
- Obtain record drawings and schematics of the 14th Street water plant.
- The design shall include the water lines affected by the paving and drainage improvements within the project area and includes the water distribution system, water transmission mains, and water transmission mains.
- HDR|C&M will endeavor to apprise the City of Texas City of the cost estimate as the project progresses.
- Coordinate with Texas Commission on Environmental Quality (TCEQ) during the design phase. Furnish necessary documentation to TCEQ for their review and approval.
- Incorporate appropriate comments from pertinent entities into the final bid documents.
- Provide final drawings and bid proposal and pertinent technical specifications to the Consultant to incorporate into their bid package.

2. Design Services for 6th Street Waterline (Texas Avenue to 11th Avenue)

- Obtain survey data and design drawings from the consultant performing the design services for the 6th Street Paving Improvement project.
- Coordinate with consultant for information on proposed improvements.
- Perform field reconnaissance of the water line locations areas to obtain information on surface features and any other information that would impact construction. The information gathered from the field visit will be included in the drawings that would aid the design efforts.
- Prepare waterline design for the project area. HDR|C&M will provide the bid proposal and the design drawings and associated details pertaining to the waterline design that will be incorporated into the Consultant's project contract documents.
- Coordinate with the City of Texas City during the design phase. Provide draft documents for their review and comments.

- The design shall include the water lines affected by the paving and drainage improvements within the project area.
- HDR|C&M will endeavor to apprise the City of Texas City and the prime Consultant of the cost estimate as the project progresses.
- Coordinate with Texas Commission on Environmental Quality (TCEQ) during the design phase. Furnish necessary documentation to TCEQ for their review and approval.
- Incorporate appropriate comments from pertinent entities into the final bid documents.
- Provide final drawings and bid items to prime Consultant to incorporate into their bid.

3. Survey Services

- Obtain pertinent survey information on the selected line sections that will be included the various waterlines bid package.
- Utilize a subcontract surveyor mutually agreeable to the City and to HDR|C&M.
- At this time, the lines requiring survey services data have not been identified, therefore a budget has been allocated.

4. Geotechnical Services

- Obtain soil borings and geotechnical data and recommendations on the appropriate line sections in the design package.
- The geotechnical findings and recommendations from previous projects will be utilized wherever applicable.
- Due to budget considerations and the nature of performing geotechnical investigation over a wide spread area, involving general sewer line improvements, individual borings at each improvement location will not be taken. Instead borings will be taken across the project area at miscellaneous locations to provide an overall estimated representation of geotechnical conditions. It must be understood that such representation may change throughout the project locations. A budget for 200 V.F. of soil borings is included in this proposal. The geotechnical report will also be utilized for the Sanitary Sewer Rehabilitation Project – Phase XII.

- Geotechnical information data obtained by the consultant performing the design for the 9th Avenue and 6th Street Paving Improvement Project will be utilized for the design of the waterlines in the area. No additional geotechnical information will be obtained for these two projects.
- Utilize a subcontract geotechnical firm mutually agreeable to the City and to HDR|C&M.
- No geotechnical bores will be taken for the 9th Avenue or 6th Street Improvement Projects. HDR|C&M will utilize the geotechnical information from these projects for the design of the utility improvements in these areas.

5. Reproduction

- Costs for reproduction will be charged under special services for reproduction of plans, specifications and reports beyond the three (3) sets of construction documents provided (as listed in the design services) to the City.
- 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. Construction Administration Services:

- Assist the City of Texas City (City) in obtaining bids for the project. The City will advertise the project and will absorb all related advertising costs. HDR|Claunch & Miller (HDR|C&M) will coordinate with the City and will assist in developing the wording of the advertisement.
- Dispense construction documents from HDR|C&M's office to potential bidders.
- During the bidding process, provide information to and answer questions from potential bidders concerning the Project's construction documents and prepare addendums as necessary.
- Conduct a pre-bid conference for potential bidders.

- Evaluate the bids and the qualifications of the apparent low bidders and advise the City as to the acceptability of the apparent low bidder.
- Conduct a pre-construction conference for the project.
- Act as the City's Project representative during the construction phase.
- Review and respond accordingly to all submittals as required by the contract specifications.
- Prepare change orders 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.
- HDR|C&M 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). HDR|C&M'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 HDR|C&M 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 HDR|C&M 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 final inspection of the Project and make a recommendation for Final Payment on the project.
- Require and monitor Contractor in maintaining a set of record plans. Engineer shall provide one set of reproducible record plans.

B. Special Services

1. Construction Phase Services for 9th Avenue Waterline (14th Street to Bay Street)

- A budget for providing construction phase services is included. Full time site representation is not included in this proposal for the waterline improvements along 9th Avenue portion of the project.
- Attend pre-bid conference.
- During the bidding process, provide information to and answer questions from potential bidders concerning the Project's construction documents and prepare addendums as necessary.
- Provide engineering and technical office personnel support throughout construction. These office personnel, consisting of Professional Engineers and design staff, provide on-site support to address contractor's questions, resident's concerns and conflicts uncovered in the field.

2. Construction Phase Services for 6th Street Waterline (Texas Ave. to 11th Avenue)

- Full time site representation is not included in this proposal. The County will have a site representative observing the progress of work.
- Attend pre-bid conference.
- During the bidding process, provide information to and answer questions from potential bidders concerning the Project's construction documents and prepare addendums as necessary.
- Provide engineering and technical office personnel support throughout construction. These office personnel, consisting of Professional Engineers and design staff, provide on-site support to address contractor's questions, resident's concerns and conflicts uncovered in the field.

3. Construction Testing:

- Construction testing is included in this proposal as a budgetary item. It is anticipated that a separate construction testing firm mutually agreeable to the City of Texas City (City) and HDR|Claunch & Miller (HDR|C&M) will be utilized as a subcontractor to HDR|C&M to perform the testing services. The City has the option to contract directly with the materials testing firm.

4. Construction Observation Services:

- Provide one construction observer (on-site representative) to observe the daily progress of construction activities and to assist in the interpretation of plans and specifications. HDR's site representative will be on the job site an average of thirty hours per week for the anticipated eleven (11) month active duration of the construction project. The actual hours may vary depending on the level of construction activity. HDR personnel will coordinate with the City and the Construction Contractor regarding the construction activities.
- Provide engineering and technical office personnel support throughout construction. These office personnel, consisting of Professional Engineers and design staff, provide on-site support to address contractor's questions, resident's concerns and conflicts uncovered in the field.
- The on-site representative(s) will be on-site daily during construction activity.
- In the event of rain days where construction may be hindered or stopped, the representative will be on-site long enough to verify that inclement weather has occurred and the associated impact on the contractor and construction.
- The on-site representative shall maintain daily reports in a format satisfactory to the City of Texas City.
- The on-site representative will attend meetings with the Contractor and the City of Texas City such as pre-construction conference, progress meetings, and other project related meetings where his presence is requested by the City of Texas City.
- The on-site representative will take periodic photographs of the construction progress and of key items of concern.
- The on-site representative will estimate quantities installed for use in reviewing monthly pay estimates.
- The on-site representative will aid in the coordination of activities of the testing laboratory.
- The on-site representative will coordinate with the City of Texas City and the Contractor for construction scheduling, resident notification and complaints.
- The on-site representative will assist in the performance of a final inspection, the preparation of a punch list and subsequent follow up inspections.

- The on-site representative will be provided in an effort to aid in the process of observing performance of work of the Contractor(s). Through more extensive on-site observations of the work in progress, HDR|Claunch & Miller shall endeavor to provide further protection for the City of Texas City against defects and deficiencies in the work of the contractor(s); but the furnishing of such on-site representative will not make HDR|Claunch & Miller responsible for construction means, methods, techniques, sequences or procedures or safety precautions or programs, or for Contractor(s) failure to perform their work in accordance with the Contract Documents.
- The on-site representative will assemble and maintain notes, comments, sketches, and supporting data related to the project in order to assist in the preparation of record drawings.
- The on site representative will review the Contractor's quantity measurements, the Contractor's payment request and make recommendation of payment of the periodic pay request to HDR|C&M's project manager.
- HDR|C&M will process daily reports and other administrative office duties.
- HDR|C&M will track and document costs associated with the work.

FEE

The fee is separated into: Design Phase, and Construction Phase. Due to the nature and magnitude of this project, it is recommended that a miscellaneous services fee amount be authorized to cover additional tasks and costs, which may occur during the progress of the work. Such tasks and costs will only be performed upon authorization from the City.

1. DESIGN PHASE

The Design Phase Fees are:

Design Services: Lump Sum	\$119,910.00
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Special Services:

Design Services (9 th Avenue; 14 th Street to Bay Street): Lump Sum	\$ 42,950.00
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Design Services (6 th Street; Texas Avenue to 11 th Avenue): Lump Sum	\$ 35,430.00
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*Survey: Cost plus 15%	\$ 5,500.00
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*Geotechnical Study: Cost plus 15%	\$ 13,000.00
*Reproduction: Cost plus 15%	\$ 5,000.00
*Miscellaneous: Hourly and cost plus 15%	<u>\$ 3,000.00</u>
Total Design Phase Amount	\$224,790.00

*At this time the magnitude of these tasks are not known. Therefore budgetary amounts are provided. These figures may increase or decrease depending upon actual work required. If an increase becomes necessary it can be accomplished by utilizing available funds from other line items that have under run, or funds from the miscellaneous special services line item or by contract amendment.

2. CONSTRUCTION PHASE SERVICES

Construction Phase Fees are:

Construction Administration Services: Lump Sum	\$ 21,160.00
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Special Services:

Construction Phase Services for 9 th Ave. Project (14 th St. to Bay Street): Lump Sum	\$ 9,750.00
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Construction Phase Services for 6 th St. Project (Texas Avenue to 11 th Avenue): Lump Sum	\$ 7,750.00
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*Construction Observation for Various Waterline Project: (Hourly and cost plus 15% plus mileage)	\$147,700.00
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*Miscellaneous: Hourly and cost plus 15%	<u>\$ 2,000.00</u>
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Total Construction Phase Amount	\$193,360.00
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*At this time the magnitude of these tasks are not known. Therefore budgetary amounts are provided. These figures may increase or decrease depending upon actual work required. If an increase becomes necessary it can be accomplished by utilizing available funds from other line items that have under run, funds from the miscellaneous special services line item or by contract amendment.

The anticipated construction duration for the project is estimated to be 330 calendar days for the Waterline Replacement Project – Phase 10. The construction observation budgetary fees are based on providing a site representative an average of 30 hours/week for the 330 calendar day project duration. The fee includes hourly costs for a site representative, supervisory and

administrative services, and mileage. Hourly charges for on-site field representative shall be charged based on a raw labor rate times a multiplier of 2.99. Mileage will be charged at the prevailing IRS rate.

Overtime for site representative personnel and hourly employees will be charged at 1.5 times normal rate. Overtime is defined as time over 40 hours within a one-week period (Sunday to Saturday). Hourly charges shall be charged based on a raw labor rate times a multiplier of 3.05, reimbursable expenses will be charged at cost plus 15%.

HDR|Claunch & Miller appreciates the opportunity to submit this proposal and we look forward to continuing working with the City of Texas City on this very important project.

Sincerely,

HDR|CLAUNCH & MILLER

A handwritten signature in blue ink that reads "Madhu Kilambi".

Mr. Madhu Kilambi, P.E.
Vice President

cc: Mr. Todd Hoover – City of Texas City
Mr. Tom Kessler, P.E. – City of Texas City

FEE SCHEDULE

Design Phase

Basic:		
Design Services	Lump Sum	\$119,910.00
Special:		
*Design Services (9th Avenue)	(Cost plus 15%)	\$ 42,950.00
*Design Services (6th Street)	(Cost plus 15%)	\$ 35,430.00
*Geotechnical Investigation	(Cost plus 15%)	\$ 13,000.00
*Survey	(Cost plus 15%)	\$ 5,500.00
*Reproduction	(Cost plus 15%)	\$ 5,000.00
*Miscellaneous Services	(Hourly and cost plus 15%)	<u>\$ 3,000.00</u>
	TOTAL	\$224,790.00

Construction Phase

Basic:		
Construction Administration	Lump Sum	\$ 21,160.00
Special:		
*Construction Phase Services (9th Avenue)	(Cost plus 15%)	\$ 9,750.00
* Construction Phase Services (6th Street)	(Cost plus 15%)	\$ 7,750.00
*Materials Testing	Cost plus 15%	\$ 5,000.00
*Construction Observation	Hourly cost plus 15% plus \$25/day vehicle cost)	\$147,700.00
*Miscellaneous Services	(Hourly and cost plus 15%)	<u>\$ 2,000.00</u>
	TOTAL	\$193,360.00

Total Engineering and Construction Phase Services **\$418,150.00**

***Budgetary Amounts.**

All of the hourly cost plus fees presented above should be utilized as budgetary amounts. In the event one line item under runs then that amount should be available to cover the amount of another category that may over run.

ATTACHMENT "B"
INSURANCE LIMITS

1.	General Liability	Each Occurrence:	\$1,000,000
		Damage to Rented Premises	\$1,000,000
		Medical Expenses (any one person)	\$10,000
		Personal and Adv. Injury	\$1,000,000
		General Aggregate:	\$2,000,000
		Products - Comp/Op Agg:	\$2,000,000
2.	Automobile Liability	Combined Single Limit:	\$1,000,000
3.	Excess Liability Umbrella Form	Each Occurrence:	\$3,000,000
		Aggregate:	\$3,000,000
4.	Worker's Compensation and Employers Liability	Each Accident:	\$500,000
		Disease - Each Employee:	\$500,000
		Disease - Policy Limit:	\$500,000
5.	Professional Liability	Each Claim	\$1,000,000
		Policy Year Aggregate	\$1,000,000