

PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS

COUNTY OF WILLIAMSON

OWNER/CLIENT: CITY OF TAYLOR, TX
400 Porter Street
Taylor, TX 76574
(512) 352-3633
(512) 352-8485

This AGREEMENT is entered into by the **City of Taylor**, hereinafter called "OWNER" or "CITY" and **Sledge Engineering, LLC.**, hereinafter called "SE". In consideration of the AGREEMENTS herein, the parties agree as follows: /

I. **EMPLOYMENT OF SE:** In accordance with the terms of this AGREEMENT: OWNER agrees to employ SE; SE agrees to perform professional services in connection with the Project; OWNER agrees to pay to SE compensation. The Project is described as follows:

- A. City Engineering Services**
- B. CIP Program Management Services**
- C. Impact Fee Updates**
- D. Street Maintenance Management**
- E. Engineering Manual**

II. **SCOPE OF SERVICES / COMPENSATION:** SE shall render professional services in connection with Project as follows. OWNER agrees to pay SE for all professional services rendered under this AGREEMENT in accordance with the following:

A. City Engineering

1. Reviews of zoning submittals, plats, site plans, development plans, construction plans, development agreements, and other development submittals
2. Attend meetings as needed and assist as appropriate to help Owner fulfill role of City Engineer and Floodplain Administrator and providing general consulting

3. Attending development, construction, Planning and Zoning, Development Review Committee, staff, and Council meetings as needed
4. Reviewing development and construction plans and providing written comments in a timely fashion
5. Providing value-engineering for efficiency and constructability reviews of public improvement designs as needed
6. Providing Construction Observation services as needed
7. Being available (on-call) to City staff for general consulting
8. Providing assistance with organizational and maintenance programming issues
9. Provide assistance with fee system creation that requires development pay for all engineering services
10. Other engineering and planning services as mutually agreeable

COMPENSATION:

Workload reviews should be performed periodically by both parties to ensure monthly retainer fee amount is appropriate. Monthly retainer progress payments may be requested by SE based on the amount of services completed. Payment for the services of SE shall be due and payable upon receipt.

Monthly Retainer Fee _____ **\$4,700 per month**

B. Capital Improvement Project (CIP) Program Management

1. Multiple Project Management per attached list
2. Quarterly reports submitted to City on CIP Projects (see attached list) until completion of all projects
3. Specific tasks as shown on attached Scope of Work sheets
4. Organizing and maintaining accurate project lists, schedules, budgets, funding sources, and descriptions
5. Providing needs assessments and analyses of alternatives
6. Coordinating Conceptual designs and cost estimations
7. Evaluating and prioritizing all projects and their interrelationships and dependencies
8. Providing project scopes, goals, and objectives
9. Providing consultant recommendations for each project
10. Overseeing all project consultants
11. Providing value-engineering for efficiency and constructability reviews of designs, contracts, and specifications
12. Review and make recommendations on designs, contracts, and specifications
13. Conduct public meetings

14. Providing project closeout/final accounting
15. Fund management
16. Finding the most cost-effective ways to deliver your projects
17. Supporting your communication and dialogue with your local community
18. Providing Construction Observation services:
 - a. conduct bid openings
 - b. Conduct Pre-construction meetings
 - c. Review shop drawings and submittals
 - d. Review lab testing on materials
 - e. Provide routine observation services and reporting
 - f. Conduct periodic construction meetings as-needed with contractor & City
 - g. Issue instructions from City to contractor with interpretations and clarifications of plans and specifications
 - h. Prepare change orders
 - i. Make recommendations as to acceptability of work
 - j. Prepare sketches to resolve problems due to field conditions encountered
 - k. Review progress payments / make recommendations
 - l. Review contractor's Record Drawing information
 - m. Make final inspections at completion
 - n. Provide follow-up inspections for Maintenance Bonds

COMPENSATION:

Progress payments may be requested by SE based on the amount of services completed. Payment for the services of SE shall be due and payable upon receipt. Progress payments will be based upon percent of project completion. For payment purposes in this Agreement, projects will be generally considered to be made up of 50% Design/Planning and 50% Construction. Projects will be adjusted per project status at time of Agreement. Projects will be considered 100% complete when accepted by the City.

Lump Sum Fee _____ **\$369,500**

C. Impact Fee Updates

1. Update Water and Wastewater Impact fees based upon current CIP.
 - a. Create 10 year CIP
 - b. Determine capacity of all recent projects
 - c. Determine % of each projects that may be charged to impact fee
 - d. Advise handling of existing impact fees due to selling of Water treatment

- Plant
- e. Update water meter / LUE ratios
- 2. Create Thoroughfare Plan Impact Fee Rates
 - a. Data collection including CAMPO trip data per land use
 - b. Determine cost and value of existing thoroughfares
 - c. Create 10 year CIP
 - d. Create cost estimates for each project
 - e. Determine capacity of each project
 - f. Determine % of each projects that may be charged to impact fee
- 3. Work with City's Impact Fee consultant to finalize reports
- 4. Create graphic to explain methodology of Impact Fee determination

COMPENSATION:

Progress payments may be requested by SE based on the amount of services completed. Payment for the services of SE shall be due and payable upon receipt.

Lump Sum Fee_____ **\$18,000**

D. Street Maintenance Program (3 projects)

- 1. Street selection and work type determination for continuation of ongoing City program
- 2. Contract Administration

COMPENSATION:

Progress payments may be requested by SE based on the amount of services completed. Payment for the services of SE shall be due and payable upon receipt.

Lump Sum Fee_____ **\$14,000**

E. Engineering Manual

- 1. Includes new text and tabular data for Engineering requirements for new development and public improvements
- 2. New CAD standards and construction details – delivered in digital and print format

COMPENSATION:

Progress payments may be requested by SE based on the amount of services completed. Payment for the services of SE shall be due and payable upon receipt.

Lump Sum Fee _____ **\$8,000**

Hourly Rates

For all services requested not applicable to other portions of this Agreement, the hourly rates for services shown below are applicable:

| <u>POSITION</u> | <u>HOURLY RATE</u> |
|-----------------------------------|---------------------------|
| PROJECT MANAGER (P.E., AICP, CFM) | \$80 |
| ENGINEER (PE) | \$70 |
| CONSTRUCTION SERVICES MANAGER | \$60 |

Progress payments may be requested by SE based on the amount of services completed. Payment for the services of SE shall be due and payable upon receipt.

III. TERMS AND CONDITIONS OF AGREEMENT:

The following Terms and Conditions of Agreement shall govern the relationship between the OWNER and SE.

- A. **INFORMATION FURNISHED BY OWNER:** Owner will assist SE by placing at SE's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project. SE shall have no liability for defects or negligence in the Services attributable to SE's reliance upon or use of data, design criteria, drawings, specifications or other information furnished by Owner. SE shall disclose to Owner, prior to use thereof, defects or omissions in the data, design criteria, drawings, specifications or other information furnished by Owner to SE that SE may reasonably discover in its review and inspection thereof.
- B. **OPINION OF PROBABLE COSTS:** SE will furnish an opinion of probable project development cost based on present day cost, but does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs prepared by SE hereunder will be made on the basis of SE's experience and qualifications and represent SE's judgment as an experienced and qualified professional. It is recognized, however, that SE does not have control over the cost of labor, material, equipment, or services furnished by others or over market conditions or contractors' methods of determining their prices.
- C. **CONSTRUCTION REPRESENTATION:** If required by the AGREEMENT, SE will furnish Construction Representation according to the defined scope for these services. SE will observe the progress and the quality of work to determine in general if the work is proceeding in accordance with the Contract Documents. In performing these services, SE will endeavor to protect Owner against defects and deficiencies in the work of Contractors; SE will report any observed deficiencies to Owner; however, it is understood that SE does not guarantee the Contractor's performance, nor is SE responsible for the supervision of the Contractor's operation and employees. SE shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by the Contractor, or the safety precautions and programs incident to the work of the Contractor. SE shall not be responsible for the acts or omissions of any person (except their own employees or agents) at the Project site or otherwise performing any of the work of the Project.
- D. **MEDIATION:** Prior to arbitration or litigation, the parties shall endeavor to settle disputes by mediation unless the parties mutually agree otherwise. Demand for mediation shall be filed in writing with the other party to this Agreement. A demand for mediation shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute, or other matter in question would be barred by the applicable statute of limitations.
- E. **TERMINATION:** This agreement may be terminated by either party upon seven days' written notice in the event of persistent failure of performance of the material terms and conditions of this agreement by the other party through no fault of the terminating party. If this agreement is terminated during the course of performance of the work, SE shall be paid the reasonable value of the services performed during the period prior to the effective dates of termination of the agreement. If, prior to termination of this agreement, any work designed or specified by SE during any phase of the work is suspended in whole or in part for more than three months or abandoned after written

notice from the Owner, SE shall be paid for such services performed to receipt of such notice.

Nothing under this AGREEMENT shall be construed to give any rights or benefits in this AGREEMENT to anyone other than OWNER and SE, and all duties and responsibilities undertaken pursuant to this AGREEMENT will be for the sole and exclusive benefit of OWNER and SE and not for the benefit of any other party.

This AGREEMENT constitutes the entire AGREEMENT between OWNER and SE and supersedes all prior written or oral understandings.

This contract is executed in two counterparts. IN TESTIMONY HEREOF, they have executed this AGREEMENT:

CITY OF TAYLOR (OWNER)

SLEDGE ENGINEERING, LLC (SE)

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____