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STANDARD FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By

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AMERICAN SOCIETY OF CIVIL ENGINEERS

This Agreement has been prepared for use with the Standard General Conditions of the Construction Contract (No. 1910-8, 1996 Edition) of the Engineers Joint Contract Documents Committee. Their provisions are interrelated, and a change in one may necessitate a change in the other. For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (No. 1910-17) (1996 Edition). For guidance on the completion and use of this Agreement, see EJCDC Users Guide, No. 1910-50.

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**STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of _____ (“Effective Date”) between
the CITY OF KILLEEN (“OWNER”) and CP&Y dba STV Intrastructure.(“ENGINEER”).

OWNER and ENGINEER in consideration of their mutual covenants as set forth herein agree as follows: To provide engineering services as described in Exhibit A of this contract in the amount of \$127,310.00.

ARTICLE 1 - SERVICES OF ENGINEER

1.01 Scope

A. ENGINEER shall provide the Basic and Additional Services set forth herein and in Exhibit A.

B. Upon this Agreement becoming effective, ENGINEER is authorized to begin Basic Services as set forth in Exhibit A.

C. If authorized by OWNER, ENGINEER shall furnish Resident Project Representative(s) with duties, responsibilities and limitations of authority as set forth in Exhibit D.

ARTICLE 2 - OWNER'S RESPONSIBILITIES

2.01 General

A. OWNER shall have the responsibilities set forth herein and in Exhibit B.

ARTICLE 3 - TIMES FOR RENDERING SERVICES

3.01 General

A. ENGINEER's services and compensation under this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion. Unless specific periods of time or specific dates for providing services are specified in this Agreement, ENGINEER's obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services.

B. If in this Agreement specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or dates are changed through no fault of ENGINEER, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If OWNER has requested changes in the scope, extent, or character of the Project, the time of performance of ENGINEER's services shall be adjusted equitably.

C. For purposes of this Agreement the term "day" means a calendar day of 24 hours.

3.02 Suspension

A. If OWNER fails to give prompt written authorization to proceed with any phase of services after

completion of the immediately preceding phase, or if ENGINEER's services are delayed through no fault of ENGINEER, ENGINEER may, after giving seven days written notice to OWNER, suspend services under this Agreement.

B. If ENGINEER's services are delayed or suspended in whole or in part by OWNER, or if ENGINEER's services are extended by Contractor's actions or inactions for more than 90 days through no fault of ENGINEER, ENGINEER shall be entitled to equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect, reasonable costs incurred by ENGINEER in connection with, among other things, such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

ARTICLE 4 - PAYMENTS TO ENGINEER

4.01 Methods of Payment for Services and Reimbursable Expenses of ENGINEER

A. *For Basic Services.* OWNER shall pay ENGINEER for Basic Services performed or furnished under Exhibit A, Part 1, as set forth in Exhibit C.

B. *For Additional Services.* OWNER shall pay ENGINEER for Additional Services performed or furnished under Exhibit A, Part 2, as set forth in Exhibit C.

C. *For Reimbursable Expenses.* In addition to payments provided for in paragraphs 4.01.A and 4.01.B, OWNER shall pay ENGINEER for Reimbursable Expenses incurred by ENGINEER and ENGINEER's Consultants as set forth in Exhibit C.

4.02 Other Provisions Concerning Payments

A. *Preparation of Invoices.* Invoices will be prepared in accordance with ENGINEER's standard invoicing practices and will be submitted to OWNER by ENGINEER, unless otherwise agreed. The amount billed in each invoice will be calculated as set forth in Exhibit C.

B. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If OWNER fails to make any payment due ENGINEER for services and expenses within 30 days after receipt of ENGINEER's invoice therefore, the amounts due ENGINEER will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, ENGINEER may, after giving seven days written notice to OWNER, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses, and other related

charges. Payments will be credited first to interest and then to principal.

C. *Disputed Invoices.* In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

D. *Payments Upon Termination.*

1. In the event of any termination under paragraph 6.06, ENGINEER will be entitled to invoice OWNER and will be paid in accordance with Exhibit C for all services performed or furnished and all Reimbursable Expenses incurred through the effective date of termination.

2. In the event of termination by OWNER for convenience or by ENGINEER for cause, ENGINEER, in addition to invoicing for those items identified in subparagraph 4.02.D.1, shall be entitled to invoice OWNER and shall be paid a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with ENGINEER's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C. Engineer shall not incur additional expenses after receipt of notice of termination, and shall make reasonable efforts to minimize costs.

E. *Records of ENGINEER's Costs.* Records of ENGINEER's costs pertinent to ENGINEER's compensation under this Agreement shall be kept in accordance with generally accepted accounting practices. To the extent necessary to verify ENGINEER's charges and upon OWNER's timely request, copies of such records will be made available to OWNER at cost.

F. *Legislative Actions.* In the event of legislative actions after the Effective Date of the Agreement by any level of government that impose taxes, fees, or costs on ENGINEER's services or other costs in connection with this Project or compensation therefor, such new taxes, fees, or costs shall be invoiced to and paid by OWNER as a Reimbursable Expense to which a Factor of 1.0 shall be applied. Should such taxes, fees, or costs be imposed, they shall be in addition to ENGINEER's estimated total compensation.

ARTICLE 5 - OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

A. ENGINEER's opinions of probable Construction Cost provided for herein are to be made on the basis of ENGINEER's experience and qualifications and represent ENGINEER's best judgment as an experienced and qualified professional generally familiar with the industry. However, since ENGINEER has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, ENGINEER cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by ENGINEER. If OWNER wishes greater assurance as to probable Construction Cost, OWNER shall employ an independent cost estimator as provided in Exhibit B.

5.02 Designing to Construction Cost Limit

A. If a Construction Cost limit is established between OWNER and ENGINEER, such Construction Cost limit and a statement of ENGINEER's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F, "Construction Cost Limit," to this Agreement.

5.03 Opinions of Total Project Costs

A. ENGINEER assumes no responsibility for the accuracy of opinions of Total Project Costs.

ARTICLE 6 - GENERAL CONSIDERATIONS

6.01 Standards of Performance

A. The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

B. ENGINEER shall be responsible for the technical accuracy of its services and documents resulting therefrom, and OWNER shall not be responsible for discovering deficiencies therein. ENGINEER shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in OWNER-furnished information.

C. ENGINEER shall perform or furnish professional engineering and related services in all phases of the Project to which this Agreement applies. ENGINEER shall serve as OWNER's prime professional for the Project. ENGINEER may employ such ENGINEER's Consultants as ENGINEER deems necessary to assist in the

performance or furnishing of the services. ENGINEER shall not be required to employ any ENGINEER's Consultant unacceptable to ENGINEER.

D. ENGINEER and OWNER shall comply with applicable Laws or Regulations and OWNER-mandated standards. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to OWNER's responsibilities or to ENGINEER's scope of services, times of performance, or compensation.

E. OWNER shall be responsible for, and ENGINEER may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by OWNER to ENGINEER pursuant to this Agreement. ENGINEER may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.

F. OWNER shall make decisions and carry out its other responsibilities in a timely manner and shall bear all costs incident thereto so as not to delay the services of ENGINEER.

G. Prior to the commencement of the Construction Phase, OWNER shall notify ENGINEER of any variations from the language indicated in Exhibit E, "Notice of Acceptability of Work," or of any other notice or certification that ENGINEER will be requested to provide to OWNER or third parties in connection with the Project. OWNER and ENGINEER shall reach agreement on the terms of any such requested notice or certification, and OWNER shall authorize such Additional Services as are necessary to enable ENGINEER to provide the notices or certifications requested.

H. ENGINEER shall not be required to sign any documents, no matter by whom requested, that would result in the ENGINEER's having to certify, guarantee or warrant the existence of conditions whose existence the ENGINEER cannot ascertain. OWNER agrees not to make resolution of any dispute with the ENGINEER or payment of any amount due to the ENGINEER in any way contingent upon the ENGINEER's signing any such certification.

I. During the Construction Phase, ENGINEER shall not supervise, direct, or have control over Contractor's work, nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with Laws and Regulations

applicable to Contractor's furnishing and performing the Work.

J. ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

K. ENGINEER shall not be responsible for the acts or omissions of any Contractor(s), subcontractor or supplier, or of any of the Contractor's agents or employees or any other persons (except ENGINEER's own employees) at the Site or otherwise furnishing or performing any of the Contractor's work; or for any decision made on interpretations or clarifications of the Contract Documents given by OWNER without consultation and advice of ENGINEER.

L. The General Conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (Document No. 1910-8, 1996 Edition) unless both parties mutually agree to use other General Conditions as specifically referenced in Exhibit H.

6.02 Authorized Project Representatives

A. Contemporaneous with the execution of this Agreement, ENGINEER and OWNER shall designate specific individuals to act as ENGINEER's and OWNER's representatives with respect to the services to be performed or furnished by ENGINEER and responsibilities of OWNER under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of each respective party.

6.03 Design without Construction Phase Services

A. Should OWNER provide Construction Phase services with either OWNER's representatives or a third party, ENGINEER's Basic Services under this Agreement will be considered to be completed upon completion of the Final Design Phase or Bidding or Negotiating Phase as outlined in Exhibit A.

B. It is understood and agreed that if ENGINEER's Basic Services under this Agreement do not include Project observation, or review of the Contractor's performance, or any other Construction Phase services, and that such services will be provided by OWNER, then OWNER assumes all responsibility for interpretation of the Contract Documents and for construction observation or review and waives any claims against the ENGINEER that may be in any way connected thereto.

6.04 Use of Documents

A. All Documents are instruments of service in respect to this Project, and ENGINEER shall retain an ownership and property interest therein (including the right of reuse at the discretion of the ENGINEER) whether or not the Project is completed.

B. Copies of OWNER-furnished data that may be relied upon by ENGINEER are limited to the printed copies (also known as hard copies) that are delivered to the ENGINEER pursuant to Exhibit B. Files in electronic media format of text, data, graphics, or of other types that are furnished by OWNER to ENGINEER are only for convenience of ENGINEER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

C. Copies of Documents that may be relied upon by OWNER are limited to the printed copies (also known as hard copies) that are signed or sealed by the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by ENGINEER to OWNER are only for convenience of OWNER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

D. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. ENGINEER shall not be responsible to maintain documents stored in electronic media format after acceptance by OWNER.

E. When transferring documents in electronic media format, ENGINEER makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by ENGINEER at the beginning of this Project.

F. OWNER may make and retain copies of Documents for information and reference in connection with use on the Project by OWNER. Such Documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any such reuse or modification without written verification or adaptation by ENGINEER, as appropriate for the specific purpose intended, will be at OWNER's sole risk and without liability or legal exposure to ENGINEER or to ENGINEER's Consultants. OWNER shall indemnify and hold harmless ENGINEER and

ENGINEER's Consultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting therefrom.

G. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

H. Any verification or adaptation of the Documents for extensions of the Project or for any other project will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

6.05 Insurance

A. ENGINEER shall procure and maintain insurance as set forth in Exhibit G, "Insurance."

B. OWNER shall procure and maintain insurance as set forth in Exhibit G, "Insurance." OWNER shall cause ENGINEER and ENGINEER's Consultants to be listed as additional insureds on any general liability or property insurance policies carried by OWNER which are applicable to the Project.

C. OWNER shall require Contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause ENGINEER and ENGINEER's Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project

D. OWNER and ENGINEER shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of ENGINEER's services and at renewals thereafter during the life of the Agreement.

E. All policies of property insurance shall contain provisions to the effect that ENGINEER's and ENGINEER's Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder.

F. At any time, OWNER may request that ENGINEER, at OWNER's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by OWNER, with the concurrence of ENGINEER, and if commercially available, ENGINEER shall obtain and shall require ENGINEER's Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by OWNER, and Exhibit G will be supplemented to incorporate these requirements.

6.06 Termination

A. The obligation to provide further services under this Agreement may be terminated:

1. *For cause,*

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

b. By ENGINEER:

1) upon seven days written notice if ENGINEER believes that ENGINEER is being requested by OWNER to furnish or perform services contrary to ENGINEER's responsibilities as a licensed professional; or

2) upon seven days written notice if the ENGINEER's services for the Project are delayed or suspended for more than 90 days for reasons beyond ENGINEER's control.

3) ENGINEER shall have no liability to OWNER on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of such substantial failure if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. *For convenience,*

a. By OWNER effective upon the receipt of notice by ENGINEER.

B. The terminating party under paragraphs 6.06.A.1 or 6.06.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow ENGINEER to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and

uncompleted tasks, and to assemble Project materials in orderly files.

6.07 Controlling Law

A. This Agreement is to be governed by the law of the State of Texas and venue shall be in Bell County.

6.08 Successors, Assigns, and Beneficiaries

A. OWNER and ENGINEER each is hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and ENGINEER (and to the extent permitted by paragraph 6.08.B the assigns of OWNER and ENGINEER) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

B. Neither OWNER nor ENGINEER may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by OWNER or ENGINEER to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party. The OWNER agrees that the substance of the provisions of this paragraph 6.08.C shall appear in the Contract Documents.

6.09 Hazardous Environmental Condition

A. OWNER represents to Engineer that to the best of its knowledge a Hazardous Environmental Condition does not exist.

B. OWNER has disclosed to the best of its knowledge to ENGINEER the existence of all Asbestos, PCB's, Petroleum, Hazardous Waste, or Radioactive

Material located at or near the Site, including type, quantity and location.

C. If a Hazardous Environmental Condition is encountered or alleged, ENGINEER shall have the obligation to notify OWNER and, to the extent of applicable Laws and Regulations, appropriate governmental officials.

D. It is acknowledged by both parties that ENGINEER's scope of services does not include any services related to a Hazardous Environmental Condition. In the event ENGINEER or any other party encounters a Hazardous Environmental Condition, ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

E. OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the Site in connection with ENGINEER's activities under this Agreement.

F. If ENGINEER's services under this Agreement cannot be performed because of a Hazardous Environmental Condition, the existence of the condition shall justify ENGINEER's terminating this Agreement for cause on 30 days notice.

6.10 Allocation of Risks

A. Indemnification

1. To the fullest extent permitted by law, ENGINEER shall indemnify and hold harmless OWNER, OWNER's officers, directors, partners, and employees from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of ENGINEER or ENGINEER's officers, directors, partners, employees, and ENGINEER's Consultants in the performance and furnishing of ENGINEER's services under this Agreement.

2. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, ENGINEER's officers, directors, partners, employees, and ENGINEER's Consultants from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of OWNER or OWNER's officers, directors, partners, employees, and OWNER's consultants with respect to this Agreement or the Project.

3. In addition to the indemnity provided under paragraph 6.10.A.2 of this Agreement, and to the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER and its officers, directors, partners, employees, and ENGINEER's Consultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from a Hazardous Environmental Condition, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph 6.10.A.4. shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

4. The indemnification provision of paragraph 6.10.A.1 is subject to and limited by the provisions agreed to by OWNER and ENGINEER in Exhibit I, "Allocation of Risks," if any.

6.11 Notices

A. Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

6.12 Survival

A. All express representations, indemnifications, or limitations of liability included in this Agreement will survive its completion or termination for any reason.

6.13 Severability

A. Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and ENGINEER, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

6.14 Waiver

A. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

6.15 Headings

A. The headings used in this Agreement are for general reference only and do not have special significance.

ARTICLE 7 - DEFINITIONS

7.01 Defined Terms

A. Wherever used in this Agreement (including the Exhibits hereto) and printed with initial or all capital letters, the terms listed below have the meanings indicated, which are applicable to both the singular and plural thereof:

1. *Addenda*--Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Documents.

2. *Additional Services*--The services to be performed for or furnished to OWNER by ENGINEER in accordance with Exhibit A, Part 2 of this Agreement.

3. *Agreement*--This "Standard Form of Agreement between OWNER and ENGINEER for Professional Services," including those Exhibits listed in Article 8 hereof.

4. *Application for Payment*--The form acceptable to ENGINEER which is to be used by Contractor in requesting progress or final payments for the completion of its Work and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

5. *Asbestos*--Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels

established by the United States Occupational Safety and Health Administration.

6. *Basic Services*--The services to be performed for or furnished to OWNER by ENGINEER in accordance with Exhibit A, Part 1, of this Agreement.

7. *Bid*--The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

8. *Bidding Documents*--The advertisement or invitation to Bid, instructions to bidders, the Bid form and attachments, the Bid bond, if any, the proposed Contract Documents, and all Addenda, if any.

9. *Change Order*--A document recommended by ENGINEER, which is signed by Contractor and OWNER to authorize an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Construction Agreement.

10. *Construction Agreement*--The written instrument which is evidence of the agreement, contained in the Contract Documents, between OWNER and Contractor covering the Work.

11. *Construction Contract*--The entire and integrated written agreement between the OWNER and Contractor concerning the Work.

12. *Construction Cost*--The cost to OWNER of those portions of the entire Project designed or specified by ENGINEER. Construction Cost does not include costs of services of ENGINEER or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or OWNER's costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project, or the cost of other services to be provided by others to OWNER pursuant to Exhibit B of this Agreement. Construction Cost is one of the items comprising Total Project Costs.

13. *Contract Documents*--Documents that establish the rights and obligations of the parties engaged in construction and include the Construction Agreement between OWNER and Contractor, Addenda (which pertain to the Contract Documents), Contractor's Bid (including documentation accompanying the Bid and any post-Bid documentation submitted prior to the notice of award) when attached as an exhibit to the Construction Agreement, the notice to proceed, the bonds, appropriate certifications, the General Conditions, the

Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Construction Agreement, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and ENGINEER's written interpretations and clarifications issued on or after the Effective Date of the Construction Agreement. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents.

14. *Contract Price*--The moneys payable by OWNER to Contractor for completion of the Work in accordance with the Contract Documents and as stated in the Construction Agreement.

15. *Contract Times*--The numbers of days or the dates stated in the Construction Agreement to: (i) achieve Substantial Completion, and (ii) complete the Work so that it is ready for final payment as evidenced by ENGINEER's written recommendation of final payment.

16. *Contractor*--An individual or entity with whom OWNER enters into a Construction Agreement.

17. *Correction Period*--The time after Substantial Completion during which Contractor must correct, at no cost to OWNER, any Defective Work, normally one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee or specific provision of the Contract Documents.

18. *Defective*--An adjective which, when modifying the word Work, refers to Work that is unsatisfactory, faulty, or deficient, in that it does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER's recommendation of final payment.

19. *Documents*--Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by ENGINEER to OWNER pursuant to this Agreement.

20. *Drawings*--That part of the Contract Documents prepared or approved by ENGINEER which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings are not Drawings as so defined.

21. *Effective Date of the Construction Agreement*--The date indicated in the Construction Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Construction Agreement is signed and delivered by the last of the two parties to sign and deliver.

22. *Effective Date of the Agreement*--The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

23. *ENGINEER's Consultants*--Individuals or entities having a contract with ENGINEER to furnish services with respect to this Project as ENGINEER's independent professional associates, consultants, subcontractors, or vendors. The term ENGINEER includes ENGINEER's Consultants.

24. *Field Order*--A written order issued by ENGINEER which directs minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

25. *General Conditions*--That part of the Contract Documents which sets forth terms, conditions, and procedures that govern the Work to be performed or furnished by Contractor with respect to the Project.

26. *Hazardous Environmental Condition*--The presence at the Site of Asbestos, PCB's, Petroleum, Hazardous Waste, or Radioactive Materials in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.

27. *Hazardous Waste*--The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

28. *Laws and Regulations; Laws or Regulations*--Any and all applicable laws, rules, regulations, ordinances, codes, standards, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

29. *PCB's*--Polychlorinated biphenyls.

30. *Petroleum*--Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

31. *Radioactive Materials*--Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

32. *Record Drawings*--The Drawings as issued for construction on which the ENGINEER, upon completion of the Work, has shown changes due to Addenda or Change Orders and other information which ENGINEER considers significant based on record documents furnished by Contractor to ENGINEER and which were annotated by Contractor to show changes made during construction.

33. *Reimbursable Expenses*--The expenses incurred directly by ENGINEER in connection with the performing or furnishing of Basic and Additional Services for the Project for which OWNER shall pay ENGINEER as indicated in Exhibit C.

34. *Resident Project Representative*--The authorized representative of ENGINEER, if any, assigned to assist ENGINEER at the Site during the Construction Phase. The Resident Project Representative will be ENGINEER's agent or employee and under ENGINEER's supervision. As used herein, the term Resident Project Representative includes any assistants of Resident Project Representative agreed to by OWNER. The duties and responsibilities of the Resident Project Representative are as set forth in Exhibit D.

35. *Samples*--Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

36. *Shop Drawings*--All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to ENGINEER to illustrate some portion of the Work.

37. *Site*--Lands or areas indicated in the Contract Documents as being furnished by OWNER upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands furnished by OWNER which are designated for use of Contractor.

38. *Specifications*--That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

39. *Substantial Completion*--The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of ENGINEER, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

40. *Supplementary Conditions*--That part of the Contract Documents which amends or supplements the General Conditions.

41. *Total Project Costs*--The sum of the Construction Cost, allowances for contingencies, the total costs of services of ENGINEER or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or OWNER's costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project, or the cost of other services to be provided by others to OWNER pursuant to Exhibit B of this Agreement.

42. *Work*--The entire completed construction or the various separately identifiable parts thereof required to be provided under the Contract Documents with respect to this Project. Work includes and is the result of performing or furnishing labor, services, and documentation necessary to produce such construction and furnishing, installing, and incorporating all materials and all equipment into such construction, all as required by the Contract Documents.

43. *Work Change Directive*--A written directive to Contractor issued on or after the Effective Date of the Construction Agreement and signed by OWNER upon recommendation of the ENGINEER, ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change directed or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

44. *Written Amendment*--A written amendment of the Contract Documents signed by OWNER and Contractor on or after the Effective Date of the Construction Agreement and normally dealing with the non-engineering or non-technical rather than strictly

construction-related aspects of the Contract Documents.

ARTICLE 8 - EXHIBITS AND SPECIAL PROVISIONS

8.01 Exhibits Included

- A. Exhibit A, "ENGINEER's Services."
- B. Exhibit B, "OWNER's Responsibilities."
- C. Exhibit C, "Payments to Engineer for Services and Reimbursable Expenses."
- D. ~~Exhibit D, "Duties, Responsibilities and Limitations of Authority of Resident Project Representative."~~

By signing this contract, Engineer hereby verifies that it does not boycott Israel and will not boycott Israel during the term of this contract. Boycotting Israel is defined in Texas Government Code section 808.001 to mean refusing to deal with, terminating business activities with, or taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER: City of Killeen

By: Kent Cagle

Title: City Manager

Date Signed: _____

Address for giving notices:

P.O. Box 1329

Killeen, TX 76540-1329

Designated Representative (paragraph 6.02.A):

Edwin Revell

Title: Executive Director of Development Services.

E. Exhibit E, "Notice of Acceptability of Work."

F. ~~Exhibit F, "Construction Cost Limit."~~

G. Exhibit G, "Insurance."

H. Exhibit H, "Special Provisions."

8.02 Total Agreement

A. This Agreement (consisting of pages 1 to 12 inclusive, together with the Exhibits identified above) constitutes the entire agreement between OWNER and ENGINEER and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

ENGINEER: CP & Y dba STV Infrastructure

By: DAVID L MAZEK

Title: VICE PRESIDENT

Date Signed: 23 OCT 2023

Address for giving notices:

200 W. Hwy 6, Suite 620
KACO, TX 76712

Designated Representative (paragraph 6.02.A):

DAVID L MAZEK

Title: VICE PRESIDENT

Phone Number: 254-616-3173

Facsimile Number: _____

E-Mail Address: ERevell@killeentexas.gov

Phone Number: 254.772.9272

Facsimile Number: _____

E-Mail Address: DAVID.MAREK@STVINC.COM

This is **EXHIBIT A**, consisting of 15 pages, referred to in and part of the **Agreement between OWNER and ENGINEER for Professional Services** dated _____, _____.

Initial:

OWNER _____
ENGINEER DLM

ENGINEER's Services

See CP&Y dba STV INFRASTRUCTURE Attached Exhibit A (15 pages)



200 West State Highway 6, Suite 620
Waco, TX 76712
o. 254.772.9272 | f. 254.776.2924
TBPE F-1741 | TBPLS 10194124
stvinc.com

September 28, 2023

City of Killeen
P.O. Box 1329
Killeen, TX 79540-1329
Attn: Nilka Rosado

Re: Stonetree Roadway, Drainage & Structural Improvements - Professional Services Proposal

Dear Ms. Rosado,

STV, Inc. dba STV Infrastructure (STV) is pleased to present this proposal to assist the City of Killeen in two areas at the Stonetree Golf Course. The first task will be to design improvements to Stonetree Drive and associated drainage infrastructure. From our meeting and subsequent site visit, the pavement of Stonetree Drive near the entrance to Stonetree Golf Club is failing. There are significant base failures on the southern lane as well as separation of the surface near the centerline of the street. Additionally, runoff from the airport is not contained within the roadside channel and is overtopping Stonetree and discharging onto the golf course.

Approximately one-half mile south of the entrance to Stonetree Golf Club, a drainage culvert is installed beneath Stonetree Drive that drains water from the airport onto the golf course property. The discharge from the culvert is contained within a concrete channel section that transitions into an earthen channel. The earthen channel is experiencing erosion and loss of the natural bank. At these two locations, STV will analyze the existing conditions and concerns and develop a set of construction drawings to provide improvements to limit or minimize the current issues.

At your request we will include assessing the drainage discharge that affects the existing parking lot for Stonetree Golf Course. The results of this assessment may dictate additional drainage infrastructure.

The second task will be to design structural improvements at three locations on the golf course. At Holes 4, 15 and 18, the existing stone block retaining walls are beginning to fail or are in a failure mode. The retaining wall on the 18th water hazard has overtopped. At

these three locations, STV will prepare a structural analysis of the anticipated design and present several options to the City for review in the initial submittal. Once a final solution is determined, STV will complete the construction document set.

We have prepared a detailed breakout of our Scope of Work for the Project as we currently understand them..

ENGINEERING & SURVEYING SERVICES:

WORK ITEM "A" – SURVEYING SERVICES

STV will conduct surveying services that include boundary verification and topographic surveying of the area identified in Attachment "A".

Horizontal and Vertical Control

STV survey crews will establish multiple permanent control points within the outlined area that will provide horizontal control points and vertical elevations. A control sheet will be prepared of all control points set. Points will be established using GPS with multiple shots taken for accuracy and a three-wire bench loop will be ran between each control point with random TBM's being set along the route. For this project, we estimate two (2) control points will be established for use during the construction phase.

The horizontal and vertical datum will be the North American Datum of 1983 (NAD 83) and North American Vertical Datum of 1988 (NAVD 88), respectively. We will provide coordinates of all points X, Y (horizontal), to the nearest 0.05 foot and Z (vertical or elevation) to the nearest 0.05 foot for all surfaces.

Topographic Survey

The following survey data will be obtained and applied in the development of the topographic survey according to the exhibit attached with this proposal:

- Natural ground shots based on a 50-foot grid. Confirm all above ground visible improvements such as pavement, curbing, pavement striping, buildings, utilities, fences, grade breaks. Verify horizontal and vertical locations of existing visible above-ground utilities with existing depth at wastewater and storm sewer mains, manhole inverts with rim elevations and top nut of water valves.
- STV will utilize GPS and conventional methods to survey, deemed best for the project.
- STV will contact 811 for utility locates for the identification and field marking of underground franchise utilities within the project limits prior to the initiation of the field surveying.



- The final deliverable will be a digital topographic survey with boundary/right of way information as found in the field and from the deed map that will be utilized in the design phase of the Project.

ASSUMPTIONS/EXCLUSIONS:

The following items are assumptions and/or exclusions of this proposal:

- Replatting of the property is excluded.
- Tree Survey of the property is excluded
- Abstracting fees for Right of Way/Title/Easements, etc are not included as part of this proposal.
- Preparation of any fieldnotes and exhibits related to necessary easement creation or abandonment is excluded.
- Any items not specifically listed or cited in this proposal.

Work Item "B" – Schematic Engineering Design Services (30% Submittal)

The initial step in the design process for this project will be conducted within the Schematic Engineering Design Phase. The goal of this phase will be to:

- Develop the horizontal design of the improvements to the street and drainage improvements as well as identify potential construction conflicts
- Prepare concept level design of structural improvements to the retaining walls at the three locations identified. STV will provide two (2) options for the solution.

Critical to this phase will be to schedule and conduct a Project Kick-Off Meeting with the City of Killeen and the Design Team. Upon completion of the Kick-Off Meeting, STV will initiate the topographic and boundary verification as outlined in Work Item "A". When the deliverable for this task is complete, STV will begin the engineering tasks associated with this Work Item. Included in this task are the following specific items:

- Development of Drainage Area Map and calculation of discharge.
- Development of proposed drainage and channel improvements
- Development of street improvements
- Development of parking lot improvements
- Development of two (2) options for retaining wall remediation
- Internal Quality Assurance and Quality Control of the proposed improvements

The schematic engineering deliverables will consist of the following unsealed documents:

- Cover Sheet
- Overall Project Area Map
- Drainage Area Map
- Plan sheets of the proposed improvements Anticipated scale of the drawings will be 1"=20'-0" for full size plans, 1"=40'-0" for half size plans
- Plan Sheet of the Proposed limited of retaining wall remediation
- Retaining Wall Sections
- Schematic level cost estimate of the proposed improvements

STV will submit a digital copy and four (4) half size hardcopy set of plans to the City for review. Upon completion of the City's review, STV will attend a review meeting between the City and the design team to review City comments and any necessary modifications to the alignment. Major revisions to the alignment will trigger a subsequent contract amendment for additional compensation. Minor revisions will be incorporated into the Preliminary Engineering Design Phase.

Work Item "C" – Pre-Final Engineering Design Services (80% Submittal)

As we move into the Pre-Final Engineering Design phase, STV begins to "fine tune" the project and work out specific details to aid the Contractor in the construction process. We also begin to develop any necessary specific technical specifications and general notes. Included in this task are the following specific items:

- Refine design of the horizontal and vertical alignments of the proposed improvements to Stonetree Drive
- Continued design of the drainage improvements at Stonetree Drive and two locations.
- Finalize design of remediation to retaining walls at three locations.
- Construction Details for the items of work
- Internal Quality Assurance and Quality Control of the proposed horizontal and vertical design

The pre-final engineering deliverables will consist of the following unsealed documents:

- Cover Sheet
- Project Location Map
- General Notes
- Overall Project Area Map
- Demolition Plan
- Drainage Area Map



- Plan sheets of the proposed drainage improvements. The anticipated scale of the drawings will be 1"=20'-0" for full size plans, 1"=40'-0" for half size plans.
- Plan sheets of the proposed street improvements. The sheets will include limited callouts for construction. The anticipated scale of the drawings will be 1"=20'-0" for full size plans, 1"=40'-0" for half size plans.
- Retaining Wall Plan/Profile Sheets at three locations
- Construction Details
- List of any Technical Specifications in addition to the Standard City of Killeen Specifications
- Pre-Final Design level cost estimate of the proposed improvements

STV will submit a digital copy and four (4) half size hardcopy set of plans to the City for review. Upon completion of the City's review, STV will attend a review meeting between the City and the design team to review City comments and any necessary modifications to the alignment. Major revisions to the alignment will trigger a subsequent contract amendment for additional compensation.

Work Item "D" – Bid Set Construction Documents (100% Submittal)

In this final task, all remaining design elements will be coordinated for bidding and any final revisions to the plans, specifications, and project manual will be completed. The final deliverable will consist of one set of construction documents and technical specifications. A Bid Package will be prepared for award of the project as a single entity.

The bid set construction documents deliverables will consist of the following sealed documents:

- Cover Sheet
- Project Location Map
- General Notes
- Overall Project Area Map
- Demolition Plan
- Drainage Area Map
- Plan sheets of the proposed drainage improvements. The anticipated scale of the drawings will be 1"=20'-0" for full size plans, 1"=40'-0" for half size plans.
- Plan sheets of the proposed street improvements. The sheets will include limited callouts for construction. The anticipated scale of the drawings will be 1"=20'-0" for full size plans, 1"=40'-0" for half size plans.
- Retaining Wall Plan/Profile Sheets at three locations

- Construction Details
- Technical Specifications in addition to the Standard City of Killeen Specifications
- Bid Set Construction Documents level cost estimate of the proposed improvements.

STV will submit a digital copy and four (4) half size hardcopy set of plans to the City for final review. Upon completion of the City's review, STV will attend a review meeting between the City and the design team to review City comments and any minor revisions will be conducted. No further reviews by the City are assumed to be conducted and if further reviews trigger additional modification of the construction documents, a contract amendment will be submitted for additional fee.

ASSUMPTIONS/EXCLUSIONS:

The following items are assumptions and/or exclusions of this proposal:

- Any items not specifically listed or cited in the design process.

Work Item "E" – Bidding Phase Services

During the bidding phase of the Project, STV will support the City of Killeen by conducting the following items:

- STV will provide clarifications and/or address bidder's questions during the bidding process. STV will coordinate the issuance of addenda with the City of Killeen Purchasing Department to modify the Contract Documents after they have been released to prospective bidders.
- Attend one (1) Pre-Bid meeting and one (1) Bid Opening for the Project. The City of Killeen typically leads the pre-bid meeting, but STV will coordinate the agenda with said staff.
- Assist Owner in the review of bids received for completeness and accuracy. STV will prepare a bid tabulation to be submitted to the respondents. STV will review the references of the apparent low bid Contractor and issue a letter of recommendation to the Owner for Award of the Project if we feel that they would be acceptable. STV assumes that the Owner will utilize the traditional "low bid" bidding process and not Competitive Sealed Proposals.
- Owner will be responsible for compilation and distribution of Contract Documents to the Contractor for signature and execution.

- Upon issuance of the Letter of Recommendation, STV will develop a 'conformed' construction set of plans and technical specifications in PDF Format to the Owner and Contractor.

Work Item "F" – Construction Phase Services

Upon execution of the Contracts between the Owner and the Contractor(s), the Project will proceed into the Construction Phase. During this time, STV will perform many key functions as listed below:

- Prepare and conduct the Preconstruction conference for the Project. This meeting will occur at the City of Killeen offices and will include necessary City staff, Contractor and the design team. Following the meeting, updated minutes of the meeting will be published.
- STV will conduct a review of the Contractor's submitted shop drawings, material samples, equipment drawings, and other data submittals required by the Contract Documents for conformance with the applicable sections of the Documents. For this Proposal, the number of submittals and resubmittals shall be limited to twenty-five (25) specific items. Batch submittals with multiple items shall not count as one submittal.
- During construction, Engineer's Project Manager or Design Staff shall be available for interpretation of the Drawings, Specifications, or Bidding Documents. As such, STV will respond to any Contractor submitted Request for Information (RFI) and issue a response.
- The City of Killeen will contract with a third-party testing company for the material and construction testing that the technical specifications will require. STV will review test results and make the Contractor aware of any discrepancies that need to be corrected.
- STV will coordinate with the Construction Inspector (CI) on all Pay Requests for the Project and provide a letter of recommendation or electronic approval to the City of Killeen. STV estimates a total of six (6) pay requests that must be processed. STV will require five (5) days for review of the Pay Request after the CI has agreed to the submitted request and it is officially submitted.
- During the construction process, change orders typically are required to adjust the scope and pay for conditions as encountered in the field. In these cases, STV will request a Potential Change Order (PCO) from the Contractor, review said PCO and seek City approval. When a formal Change Order is issued, STV will develop the

paperwork and obtain final approval from all parties. STV will not be responsible for updating the ProjectMates site, but will work with City Staff on the necessary updates.

- When the Contractor requests an inspection at the substantial completion phase, STV will assist Owner in conducting a final review of the completed construction. The intent is to verify that the construction is in conformance with the Contract Documents. STV will develop a punch list and submit to Owner for initial review. Upon Owner corroboration, STV will submit to the Construction Inspector and the Contractor. A follow-up review will be undertaken to verify that punchlist items have been made.
- After the final inspection request, STV will assist in the Project Closeout task with the City. During this STV will issue the requisite documentation to the Contractor and the City (Notice of Substantial Completion, etc.) STV will also work with the Contractor to receive the necessary documentation for closeout as required by the contract.
- The final step in the construction phase service will be to revise the original construction drawings to reflect changes made during construction based on Contractor and/or Owner mark-ups. Mark-ups shall be submitted by the Contractor and CI. Engineer shall then submit two (2) sets of hard-copy prints to Owner, and one FLASHDRIVE containing portable digital files (PDF) and CAD files of the final plans.

ASSUMPTIONS/EXCLUSIONS:

The following items are assumptions and/or exclusions of this proposal:

- STV will not be providing funding breakdown on the internal financing of the Project through their internal funding sources.
- Submittal review will require a ten (10) working day period in which to complete the review. We understand at times that shorter review times are critical to keep the project on track, but a ten (10) day review period will be typical.
- Request for Information (RFI) response time shall be three (3) working days typically.
- The City will use ProjectMates for submittals, Requests for Information, Potential Change Orders, Change Orders and Pay Request processing.
- STV is excluding any efforts to assist the Owner in litigation against the Contractor. If issues arise that would explore or require termination of the Construction process,



engaging the Contractor's Bonding Company or litigation, STV will provide a proposal for additional compensation.

- Any items not specifically listed or cited in the design and bidding process.

Work Item "G" – Project Management Services

During the course of the Project, STV will conduct various others items that are required for the management of the Project both internally as well as with our subconsultants and the City. Outlined below are these tasks:

- STV will create and submit monthly invoices suitable for payment by City.
- STV will prepare monthly progress reports for submission with the monthly invoices that provides a written account of the progress made to date on the Project.
- STV shall prepare Project meeting summaries for applicable meetings during Project development.
- STV shall formally close out Project and perform a documented archive process.

SERVICES NOT PROVIDED BY ENGINEER:

- SWPPP plan, NOI, NOT, and related documentation.
- Specific Traffic Control Plans
- Contractor Pre-Qualification Process
- Hazard material assessment
- Resident Project Representation
- Any services not specifically identified as being provided herein.

SPECIAL SERVICES:

WORK ITEM "H" – GEOTECHNICAL SERVICES

In this item, STV will subcontract with Langerman Foster Geotechnical Services for three total borings of fifteen feet in depth. The borings will be conducted at the 4th, 15th and 18th hole as close as practically possible to the existing wall failures. The geotechnical engineer will utilize his findings to determine allowable bearing pressures and lateral earth pressures. This information will be used in the determination of the retaining wall options.



TIMES FOR RENDERING SERVICES:

Time for rendering services does not include any city review or TxDOT review periods.

WORK ITEM/PHASE	WEEKS
"A" - Surveying Services	10
"B" - Schematic Engineering Design	8
"C" - Pre-Final Engineering Design	6
"D" - Bid Set Construction Documents	4
"E" - Bidding Phase	8
"F" - Construction Phase Services	24
"G" - Project Management Services	Inclusive to 'A-F'
"H" - Geotechnical Services	6

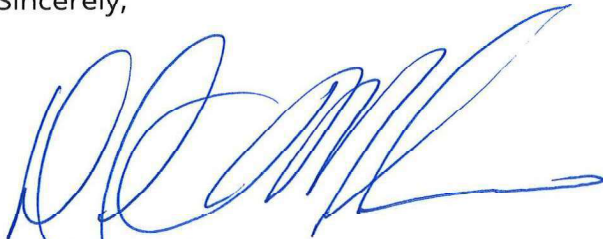
COMPENSATION:

Attachment-B contains a detailed labor breakdown for the professional services summarized in the following table.

WORK ITEM	DESCRIPTION	TYPE	COST
SURVEYING SERVICES			
A	Topographic Survey Services	Hourly Not to Exceed	\$14,500.00
ENGINEERING SERVICES			
B	Schematic Engineering Design (30%)	Lump Sum	\$24,545.00
C	Pre-Final Engineering Design (90%)	Lump Sum	\$22,005.00
D	Bid Set Construction Documents (Bid Level)	Lump Sum	\$18,985.00
E	Bidding Phase	Lump Sum	\$6,980.00
F	Construction Phase Services	Hourly	\$29,695.00
G	Project Management (Inclusive to A-F)	-	
H	Geotechnical Services	Lump Sum	\$10,600.00
GRAND TOTAL			\$127,310.00

Please review this proposal and if satisfactory, please begin preparation of the Contract at your earliest convenience. If you have any questions, please contact me.

Sincerely,



David L. Marek, PE
Vice President
CP&Y, Inc. dba STV Infrastructure

WO#:23CKIL00507

ATTACHMENT A



ATTACHMENT 'B'
CITY OF KILLEEN
STONETREE DRAINAGE, ROADWAY AND STRUCTURAL IMPROVEMENTS
28-Sep-23

Work Item	Description	PM/Senior Engineer	Project Engineer	EIT 1	Senior Cad Technician 1	Senior Cad Technician 2	Admin. Support	Total Hours	Surveying/ Engineering/ Professional Services Fees	Engineering Fees as Percent of Basic Services Fee	Work Item as Percent of Total Fee
A	Surveying Services:								\$	14,500.00	11.39%
	Topographic Survey										
B	Schematic Engineering Design (30%):										
	Owner Kick Off Meeting (1)	5.00	5.00					10.00	\$ 2,125.00	2.08%	1.67%
	Admin Support Services						6.00	6.00	\$ 690.00	0.68%	0.54%
	Drainage Area Map Development		4.00		4.00			8.00	\$ 1,060.00	1.04%	0.83%
	Development of Proposed Drainage Improvements	5.00	10.00		15.00			30.00	\$ 4,550.00	4.45%	3.57%
	Development of Proposed Street Improvements	2.00			12.00			14.00	\$ 1,860.00	1.82%	1.46%
	Development of Parking Lots Improvements	2.00			10.00			12.00	\$ 1,640.00	1.60%	1.29%
	Development of Retaining Wall Improvements (3 Locations)	8.00			20.00			28.00	\$ 4,360.00	4.27%	3.42%
	Development of Deliverable Set		5.00		15.00			20.00	\$ 2,425.00	2.37%	1.90%
	Internal Alignment QA/QC	5.00						5.00	\$ 1,350.00	1.32%	1.06%
	Prepare OPCC	2.00	5.00		5.00		8.00	20.00	\$ 2,785.00	2.72%	2.19%
	Milestone Review Meetings (1)	4.00	4.00					8.00	\$ 1,700.00	1.66%	1.34%
C	Pre-Final Engineering Design (90%):										
	Modification of Horizontal Design		2.00		2.00			4.00	\$ 530.00	0.52%	0.42%
	Modification of Vertical Design/Daylight Locations		8.00		8.00			16.00	\$ 2,120.00	2.07%	1.67%
	Development of General Sheets (Cover Page, General Notes)	2.00	4.00		15.00			21.00	\$ 2,810.00	2.75%	2.21%
	Development of Retaining Wall Plan/Profile Sheets	5.00			20.00			25.00	\$ 3,550.00	3.47%	2.79%
	Development of Construction Details		6.00		20.00			26.00	\$ 3,130.00	3.06%	2.46%
	Development of Deliverable Set	4.00	2.00		24.00			30.00	\$ 4,030.00	3.94%	3.17%
	Internal QA/QC	5.00						5.00	\$ 1,350.00	1.32%	1.06%
	Prepare OPCC	2.00	5.00		5.00		8.00	20.00	\$ 2,785.00	2.72%	2.19%
	Milestone Review Meetings (1)	4.00	4.00					8.00	\$ 1,700.00	1.66%	1.34%

Work Item	Description	PM/Senior Engineer	Project Engineer	EIT 1	Senior Cad Technician 1	Senior Cad Technician 2	Admin. Support	Total Hours	Surveying/ Engineering/ Professional Services Fees	Engineering Fees as Percent of Basic Services Fee	Work Item as Percent of Total Fee
D	Bid Set Construction Documents										
	Final revisions to Plans	10.00	4.00		30.00			44.00	\$ 6,620.00	6.48%	5.20%
	Finalize all Construction details		4.00		12.00			16.00	\$ 1,940.00	1.90%	1.52%
	Finalize Front end and Bid documents	10.00	10.00				10.00	30.00	\$ 5,400.00	5.28%	4.24%
	Internal QA/QC	2.00						2.00	\$ 540.00	0.53%	0.42%
	Prepare OPCC	2.00	5.00		5.00		8.00	20.00	\$ 2,785.00	2.72%	2.19%
	Milestone Review Meetings (1)	4.00	4.00					8.00	\$ 1,700.00	1.66%	1.34%
E	Bidding Phase Services										
	Respond & Issue Addendum	2.00	4.00		4.00		4.00	14.00	\$ 2,060.00	2.02%	1.62%
	Pre Bid Meeting	3.00	3.00					6.00	\$ 1,275.00	1.25%	1.00%
	Bid Opening		3.00					3.00	\$ 465.00	0.45%	0.37%
	Prepare Bid Tabulation						4.00	4.00	\$ 460.00	0.45%	0.36%
	Provide Letter of Recommendation	2.00	2.00				4.00	8.00	\$ 1,310.00	1.28%	1.03%
	Prepare Conformed Set of Construction Documents		2.00		10.00			12.00	\$ 1,410.00	1.38%	1.11%
F	Construction Phase Services										
	PreConstruction Meeting	5.00	5.00				10.00	20.00	\$ 3,275.00	3.20%	2.57%
	Review of Contractor Submittals (25)	2.00	15.00				15.00	32.00	\$ 4,590.00	4.49%	3.61%
	Respond to RFI (10)	3.00	20.00		20.00			43.00	\$ 6,110.00	5.98%	4.80%
	Review of Test Results		4.00					4.00	\$ 620.00	0.61%	0.49%
	Review of Pay requests (6)	1.00	6.00				12.00	19.00	\$ 2,580.00	2.52%	2.03%
	Change Order Development (3)	1.00	8.00				12.00	21.00	\$ 2,890.00	2.83%	2.27%
	Final Inspection	5.00	5.00				6.00	16.00	\$ 2,815.00	2.75%	2.21%
	Punchlist Review		5.00					5.00	\$ 775.00	0.76%	0.61%
	Project Closeout	2.00	8.00				20.00	30.00	\$ 4,080.00	3.99%	3.20%
	Record Drawings		2.00		15.00			17.00	\$ 1,960.00	1.92%	1.54%
G	Project Management Services								\$ -	0.00%	0.00%
H	Geotechnical Services								\$ 10,600.00	10.37%	8.33%
	HOURS SUB-TOTALS	109.00	183.00	-	271.00	-	127.00	690.00			
	FEES SUBTOTAL	\$ 29,430.00	\$ 28,365.00	\$ -	\$ 29,810.00	\$ -	\$ 14,605.00		\$ 127,310.00	110.4%	100.0%

This is **EXHIBIT B**, consisting of 2 pages, referred to in and part of the **Agreement between OWNER and ENGINEER for Professional Services** dated _____, _____.

Initial:

OWNER _____
ENGINEER DM

OWNER's Responsibilities

Article 2 of the Agreement is amended and supplemented to include the following agreement of the parties.

B2.01 In addition to other responsibilities of OWNER as set forth in this Agreement, OWNER shall:

A. Provide ENGINEER with all criteria and full information as to OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the Drawings and Specifications; and furnish copies of OWNER's standard forms, conditions, and related documents for ENGINEER to include in the Bidding Documents, when applicable.

B. Furnish to ENGINEER any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.

C. Following ENGINEER's assessment of initially-available Project information and data and upon ENGINEER's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable ENGINEER to complete its Basic and Additional Services. Such additional information or data would generally include the following:

1. Property descriptions.
2. Zoning, deed, and other land use restrictions.
3. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
4. Explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site, or hydrographic surveys, with appropriate professional interpretation thereof.
5. Environmental assessments, audits, investigations and impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas.
6. Data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto.

D. Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of a Hazardous Environmental Condition or of any other development that affects the scope or time of performance of ENGINEER's services, or any defect or nonconformance in ENGINEER's services or in the work of any Contractor.

E. Authorize ENGINEER to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement as required.

F. Arrange for safe access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under the Agreement.

G. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by ENGINEER (including obtaining advice of an attorney, insurance counselor, and other

advisors or consultants as OWNER deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.

H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by ENGINEER and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.

I. Provide, as required for the Project:

1. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.
2. Legal services with regard to issues pertaining to the Project as OWNER requires, Contractor raises, or ENGINEER reasonably requests.
3. Such auditing services as OWNER requires to ascertain how or for what purpose Contractor has used the moneys paid.
4. Placement and payment for advertisement for Bids in appropriate publications.

J. Advise ENGINEER of the identity and scope of services of any independent consultants employed by OWNER to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.

K. Furnish to ENGINEER data as to OWNER's anticipated costs for services to be provided by others for OWNER so that ENGINEER may make the necessary calculations to develop and periodically adjust ENGINEER's opinion of Total Project Costs.

L. If OWNER designates a construction manager or an individual or entity other than, or in addition to, ENGINEER to represent OWNER at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of ENGINEER.

M. If more than one prime contract is to be awarded for the Work designed or specified by ENGINEER, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of ENGINEER as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.

N. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Substantial Completion and final payment inspections.

O. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of Samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of OWNER, prior to their incorporation into the Work with appropriate professional interpretation thereof.

P. Provide inspection or monitoring services by an individual or entity other than ENGINEER (and disclose the identity of such individual or entity to ENGINEER) as OWNER determines necessary to verify:

1. That Contractor is complying with any Laws and Regulations applicable to Contractor's performing and furnishing the Work.
2. That Contractor is taking all necessary precautions for safety of persons or property and complying with any special provisions of the Contract Documents applicable to safety.

Q. Provide ENGINEER with the findings and reports generated by the entities providing services pursuant to paragraphs B2.01.O and P.

This is **EXHIBIT C**, consisting of 1 page, referred to in and part of the **Agreement between OWNER and ENGINEER for Professional Services** dated _____, _____

Initial:

OWNER _____

ENGINEER DLM

Payments to ENGINEER for Services and Reimbursable Expenses

Article 4 of the Agreement is amended and supplemented to include the following agreement of the parties:

ARTICLE 4 -- PAYMENTS TO THE ENGINEER

C4.01 *For Basic Services Having A Determined Scope*

A. OWNER shall pay ENGINEER for Basic Services set forth in Exhibit A, except for services of ENGINEER's Resident Project Representative and Post-Construction Phase, services, if any, as follows:

1. Progress payments in the amount of \$127,310.00 based on the following assumed distribution of compensation:

a. Topographic Survey Services	<u>\$14,500.00</u>
b. Schematic Engineering Design (30%)	<u>\$24,545.00</u>
c. Pre-Final Engineering Design (90%)	<u>\$22,005.00</u>
d. Bid Set Construction Documents (Bid Level)	<u>\$18,985.00</u>
e. Bidding Phase	<u>\$6,980.00</u>
f. Construction Phase Services	<u>\$29,695.00</u>
g. Construction Phase Services (Inclusive A-F)	<u>Inclusive A-F</u>
h. Geo-Technical Services	<u>\$10,600.00</u>

2. ENGINEER may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total amount unless approved in writing by the OWNER.

3. The amount includes compensation for ENGINEER's services and services of ENGINEER's Consultants, if any. Appropriate amounts have been incorporated to account for labor, overhead, profit, and Reimbursable Expenses.

4. The portion of the amount billed for ENGINEER's services will be based upon ENGINEER's estimate of the proportion of the total services actually completed during the billing period.

5. If more prime contracts are awarded for work designed or specified by ENGINEER for this Project than identified in Exhibit A, the ENGINEER shall be compensated an additional amount to be negotiated; however, in no case shall the amount of compensation exceed eighteen percent (18%) of the Project's estimated construction costs for all Basic Services for each prime contract added.

This is ~~EXHIBIT D~~, consisting of 4 pages, referred to in and part of the ~~Agreement between OWNER and ENGINEER for Professional Services~~ dated _____, _____.

Initial:

OWNER _____

ENGINEER _____

Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

Paragraph 1.01C of the Agreement is amended and supplemented to include the following agreement of the parties:

~~D6.02~~ — *Resident Project Representative*

— A. ENGINEER shall furnish a Resident Project Representative (“RPR”), assistants, and other field staff to assist ENGINEER in observing progress and quality of the Work. The RPR, assistants, and other field staff under this Exhibit D may provide full time representation or may provide representation to a lesser degree.

— B. Through such additional observations of Contractor’s work in progress and field checks of materials and equipment by the RPR and assistants, ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the Work. However, ENGINEER shall not, during such visits or as a result of such observations of Contractor’s work in progress, supervise, direct, or have control over the Contractor’s Work nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures selected by Contractor, for safety precautions and programs incident to the Contractor’s work in progress, for any failure of Contractor to comply with Laws and Regulations applicable to Contractor’s performing and furnishing the Work, or responsibility of construction for Contractor’s failure to furnish and perform the Work in accordance with the Contract Documents. In addition, the specific limitations set forth in section A.1.05 of Exhibit A of the Agreement are applicable.

— C. The duties and responsibilities of the RPR are limited to those of ENGINEER in the Agreement with the OWNER and in the Contract Documents, and are further limited and described as follows:

1. ~~General:~~ RPR is ENGINEER’s agent at the Site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding RPR’s actions. RPR’s dealings in matters pertaining to the Contractor’s work in progress shall in general be with ENGINEER and Contractor, keeping OWNER advised as necessary. RPR’s dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with OWNER with the knowledge of and under the direction of ENGINEER.
2. ~~Schedules:~~ Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by Contractor and consult with ENGINEER concerning acceptability.
3. ~~Conferences and Meetings:~~ Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
4. ~~Liaison:~~
 - a. ~~Serve as ENGINEER’s liaison with Contractor, working principally through Contractor’s superintendent and assist in understanding the intent of the Contract Documents.~~
 - b. ~~Assist ENGINEER in serving as OWNER’s liaison with Contractor when Contractor’s operations affect OWNER’s on-Site operations.~~
 - c. ~~Assist in obtaining from OWNER additional details or information, when required for proper execution of the Work.~~

- ~~5. *Interpretation of Contract Documents:* Report to ENGINEER when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by ENGINEER.~~
- ~~6. *Shop Drawings and Samples:*
 - ~~a. Record date of receipt of Samples and approved Shop Drawings.~~
 - ~~b. Receive Samples which are furnished at the Site by Contractor, and notify ENGINEER of availability of Samples for examination.~~
 - ~~c. Advise ENGINEER and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by ENGINEER.~~~~
- ~~7. *Modifications:* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to ENGINEER. Transmit to Contractor in writing decisions as issued by ENGINEER.~~
- ~~8. *Review of Work and Rejection of Defective Work:*
 - ~~a. Conduct on-Site observations of Contractor's work in progress to assist ENGINEER in determining if the Work is in general proceeding in accordance with the Contract Documents.~~
 - ~~b. Report to ENGINEER whenever RPR believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise ENGINEER of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.~~~~
- ~~9. *Inspections, Tests, and System Startups:*
 - ~~a. Consult with ENGINEER in advance of scheduled major inspections, tests, and systems startups of important phases of the Work.~~
 - ~~b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate OWNER's personnel, and that Contractor maintains adequate records thereof.~~
 - ~~c. Observe, record, and report to ENGINEER appropriate details relative to the test procedures and systems startups.~~
 - ~~d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to ENGINEER.~~~~
- ~~10. *Records:*
 - ~~a. Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Contract, ENGINEER's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project related documents.~~
 - ~~b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general,~~~~

~~and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER.~~

- ~~c. Record names, addresses and telephone numbers of all Contractors, subcontractors, and major suppliers of materials and equipment.~~
- ~~d. Maintain records for use in preparing Project documentation.~~
- ~~e. Upon completion of the Work, furnish original set of all RPR Project documentation to ENGINEER.~~

~~11. Reports:~~

- ~~a. Furnish to ENGINEER periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.~~
- ~~b. Draft and recommend to ENGINEER proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.~~
- ~~c. Furnish to ENGINEER and OWNER copies of all inspection, test, and system startup reports.~~
- ~~d. Report immediately to ENGINEER the occurrence of any Site accidents, any Hazardous Environmental Conditions, emergencies, or acts of God endangering the Work, and property damaged by fire or other causes.~~

~~12. Payment Requests: Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.~~

~~13. Certificates, Operation and Maintenance Manuals: During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Specifications to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to ENGINEER for review and forwarding to OWNER prior to payment for that part of the Work.~~

~~14. Completion:~~

- ~~a. Before ENGINEER issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.~~
- ~~b. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public agencies having jurisdiction over the Work.~~
- ~~c. Participate in a final inspection in the company of ENGINEER, OWNER, and Contractor and prepare a final list of items to be completed or corrected.~~
- ~~d. Observe whether all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance and issuance of the Notice of Acceptability of the Work.~~

~~D. Resident Project Representative shall not:~~

- ~~1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or equal" items).~~
- ~~2. Exceed limitations of ENGINEER's authority as set forth in the Agreement or the Contract Documents.~~

- ~~3. Undertake any of the responsibilities of Contractor, subcontractors, suppliers, or Contractor's superintendent.~~
- ~~4. Advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work unless such advice or directions are specifically required by the Contract Documents.~~
- ~~5. Advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the activities or operations of OWNER or Contractor.~~
- ~~6. Participate in specialized field or laboratory tests or inspections conducted off site by others except as specifically authorized by ENGINEER.~~
- ~~7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.~~
- ~~8. Authorize OWNER to occupy the Project in whole or in part.~~

This is **EXHIBIT E**, consisting of 2 pages, referred to in and part of the **Agreement between OWNER and ENGINEER for Professional Services** dated _____,

Initial:

OWNER _____
ENGINEER DLI

NOTICE OF ACCEPTABILITY OF WORK

PROJECT: Stonetree Drainage Improvements

OWNER:

OWNER's Construction Contract Identification:

~~EFFECTIVE DATE OF THE CONSTRUCTION AGREEMENT:~~

~~CONSTRUCTION CONTRACT DATE:~~

ENGINEER:

To: _____ OWNER

And To: _____ CONTRACTOR

~~— The undersigned hereby gives notice to the above OWNER and CONTRACTOR that the completed Work furnished and performed by CONTRACTOR under the above Contract is acceptable, expressly subject to the provisions of the related Contract Documents and the terms and conditions set forth on the reverse side hereof.~~

By: _____

Title: _____

Dated: _____, _____

(Reverse side of Notice)

CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK

The Notice of Acceptability of Work ("Notice") on the front side of this sheet is expressly made subject to the following terms and conditions to which all persons who receive said Notice and rely thereon agree:

1. ~~Said Notice is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.~~
2. ~~Said Notice reflects and is an expression of the professional judgment of ENGINEER.~~
3. ~~Said Notice is given as to the best of ENGINEER's knowledge, information, and belief as of the date hereof.~~
4. ~~Said Notice is based entirely on and expressly limited by the scope of services ENGINEER has been employed by OWNER to perform or furnish during construction of the Project (including observation of the CONTRACTOR's work) under ENGINEER's Agreement with OWNER and under the Construction Contract referenced on the reverse hereof, and applies only to facts that are within ENGINEER's knowledge or could reasonably have been ascertained by ENGINEER as a result of carrying out the responsibilities specifically assigned to ENGINEER under ENGINEER's Agreement with OWNER and the Construction Contract referenced on the reverse hereof.~~
5. ~~Said Notice is not a guarantee or warranty of CONTRACTOR's performance under the Construction Contract referenced on the reverse hereof nor an assumption of responsibility for any failure of CONTRACTOR to furnish and perform the Work thereunder in accordance with the Contract Documents.~~

This is ~~EXHIBIT F~~, consisting of 1 page, referred to in and part of the ~~Agreement between OWNER and ENGINEER for Professional Services~~ dated _____, _____.

Initial:

OWNER _____
ENGINEER _____

Construction Cost Limit

Paragraph 5.02 of the Agreement is amended and supplemented to include the following agreement of the parties:

~~F5.02~~ *Designing to Construction Cost Limit*

— A. A Construction Cost limit in the amount of Five Hundred Thousand Dollars (\$ 500,000.00) is hereby agreed to:

— B. A bidding or negotiating contingency of 15 percent will be added to any Construction Cost limit established.

— C. The acceptance by OWNER at any time during Basic Services of a revised opinion of probable Construction Cost in excess of the then established Construction Cost limit will constitute a corresponding increase in the Construction Cost limit.

— D. ENGINEER will be permitted to determine what types of materials, equipment and component systems, and the types and quality thereof are to be included in the Drawings and Specifications and to make reasonable adjustments in the scope, extent, and character of the Project to the extent consistent with the Project requirements and sound engineering practices to bring the Project within the Construction Cost limit.

— E. If the Bidding or Negotiating Phase has not commenced within three months after completion of the Final Design Phase, or if industry wide prices are changed because of unusual or unanticipated events affecting the general level of prices or times of delivery in the construction industry, the established Construction Cost limit will not be binding on ENGINEER, and OWNER shall consent to an adjustment in such Construction Cost limit commensurate with any applicable change in the general level of prices in the construction industry between the date of completion of the Final Design Phase and the date on which proposals or Bids are sought.

— F. If the lowest bona fide proposal or Bid exceeds the established Construction Cost limit, OWNER shall (1) give written approval to increase such Construction Cost limit, or (2) authorize negotiating or rebidding the Project within a reasonable time, or (3) cooperate in revising the Project's scope, extent, or character to the extent consistent with the Project's requirements and with sound engineering practices. In the case of (3), ENGINEER shall modify the Contract Documents as necessary to bring the Construction Cost within the Construction Cost Limit. In lieu of other compensation for services in making such modifications, OWNER shall pay ENGINEER's cost of such services, including the costs of the services of ENGINEER's Consultants, all overhead expenses reasonably related thereto, and Reimbursable Expenses, but without profit to ENGINEER on account of such services. The providing of such services will be the limit of ENGINEER's responsibility in this regard and, having done so, ENGINEER shall be entitled to payment for services and expenses in accordance with this Agreement and will not otherwise be liable for damages attributable to the lowest bona fide proposal or Bid exceeding the established Construction Cost limit.

This is **EXHIBIT G**, consisting of 1 page, referred to in and part of the **Agreement between OWNER and ENGINEER for Professional Services** dated _____, _____.

Initial:

OWNER _____
ENGINEER DLM

Insurance

Paragraph 6.05 of the Agreement is amended and supplemented to include the following agreement of the parties.

G6.05 Insurance

A. The limits of liability for the insurance required by paragraph 6.05.A and 6.05.B of the Agreement are as follows:

1. By ENGINEER:

- | | |
|---|--------------|
| a. Workers' Compensation: | Statutory |
| b. Employer's Liability -- | |
| 1) Each Accident: | \$ 500,000 |
| 2) Disease, Policy Limit: | \$ 500,000 |
| 3) Disease, Each Employee: | \$ 500,000 |
| c. General Liability -- | |
| 1) Each Occurrence (Bodily Injury and Property Damage): | \$ 1,000,000 |
| 2) General Aggregate: | \$ 2,000,000 |
| d. Excess or Umbrella Liability -- | |
| 1) Each Occurrence: | \$ 4,000,000 |
| 2) General Aggregate: | \$ 4,000,000 |
| e. Automobile Liability -- | |
| 1) Bodily Injury: | |
| a) Each Accident | \$ _____ |
| 2) Property Damage: | |
| a) Each Accident | \$ _____ |
| [or] | |
| 1) Combined Single Limit (Bodily Injury and Property Damage): | |
| Each Accident | \$ 500,000 |

f. Other (specify): On all policies except Workers Compensation and Professional Liability - "City of Killceen is named as Additional Insured on the General Liability and Auto Liability policies."

This is ~~EXHIBIT H~~, consisting of 1 page, referred to in and
part of the ~~Agreement between OWNER and ENGINEER~~
~~for Professional Services~~ dated _____,
_____.

Initial:

OWNER _____

ENGINEER _____

Special Provisions

— Preliminary Alignment

— Proposed Typical Section

This is ~~EXHIBIT I~~, consisting of 1 page, referred to in and part
of the ~~Agreement between OWNER and ENGINEER for~~
~~Professional Services dated~~ _____,
_____.

Initial:

OWNER _____

ENGINEER _____

~~DBE Goal~~ _____

~~DBE Goal 0%~~