

Project No.: 190227
 Project Name: E. Merle Hibbs Blvd Paving Project
 Project Manager: Brian Sandberg

Agreement for Engineering Services

This Agreement, is made on the _____ day of May, 2019, by and between *McClure Engineering Company, of Clive, Iowa* (herein referred to as "**ENGINEER**") and the *City of Marshalltown* (hereinafter referred to as "**OWNER**"). The **ENGINEER** will provide services per the terms and conditions outlined in this Agreement and in accordance with the scope and schedule presented in Exhibit 'A'. The services will be compensated for in accordance with the fees or hourly rates as presented in Exhibit 'B', for the Project described as:

E. Merle Hibbs Blvd Paving Project

1. The **OWNER** shall provide information per the **OWNER's** responsibilities presented in Exhibit 'C' in a timely manner so as not to delay the services provided by the **ENGINEER**.
2. Payment to **the ENGINEER** shall be made within 30 days of invoice for work completed to date. The invoice will include the percentage of work complete, an estimate to complete and, a brief project status summary.
3. Past due amounts owed shall accrue interest at 1.5% per month from the 30th day. If the **OWNER** fails to make monthly payments due the **ENGINEER**, the **ENGINEER** may, after giving (7) days written notice to the **OWNER**, suspend services under this agreement.
4. THIS AGREEMENT IS SUBJECT TO ALL THE TERMS AND CONDITIONS LISTED ON PAGE 2 OF THIS AGREEMENT.
5. This Agreement represents the entire and integrated agreement between the **OWNER** and the **ENGINEER** and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the **OWNER** and the **ENGINEER**.
6. The amount of the **ENGINEER's** compensation is **\$422,918.00**. The contract type is **Time and Materials Not to Exceed**.

| | Included | Not Included |
|--|-------------------------------------|-------------------------------------|
| Exhibit 'A' Scope and Schedule | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Exhibit 'B' Fee Estimate | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Exhibit 'C' OWNERS's Responsibilities | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Exhibit 'D' Duties, Responsibilities and Limitations of Authority of the Resident Project Representative | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

OWNER:

ENGINEER: McClure Engineering Company

By: _____

Signed: _____

Title: _____

Title: _____ Project Manager/Authorized Signatory _____

McCLURE ENGINEERING COMPANY STANDARD TERMS AND CONDITIONS

ACCESS TO SITE: The **ENGINEER** shall at all times have access to the site to complete his Work.

INFORMATION PROVIDED BY OTHERS: The **ENGINEER** shall be entitled to rely upon the accuracy and completeness of data provided by the **OWNER** and shall not assume liability for such data. The **ENGINEER** does not practice law, insurance or financing; therefore, the **OWNER** shall furnish all legal, accounting and insurance counseling services as may be necessary to protect themselves at any time during the Project. **OWNER** shall hold **ENGINEER** harmless from damages that may arise as a result of inaccuracies of information or data supplied by **OWNER** or others to **ENGINEER**.

ADDITIONAL SERVICES: As an Additional Service in connection with changes in the scope of the **ENGINEER's** work by the **OWNER**, the **ENGINEER** shall prepare Drawings, Specifications and other documentation and data, evaluate Contractor's proposal and provide any other services made necessary by such Change Orders and Construction Change Directives. The **ENGINEER** will be entitled to additional compensation to coordinate such changes and schedules shall be adjusted accordingly.

OWNERSHIP AND REUSE OF DOCUMENTS: All reports, plans, specifications, field data and other documents written and/or electronic, prepared by **ENGINEER** in doing work on the project, shall remain the property of the **ENGINEER**. The documents prepared by the **ENGINEER** for this Project are for use solely with respect to this Project. The **ENGINEER's** Drawings, Specifications or other documents shall not be used by the **OWNER** on other projects or for additions to this Project, except by agreement in writing and with appropriate compensation to the **ENGINEER**.

OPINIONS OF PROBABLE COSTS: It is recognized that neither the **ENGINEER** nor the **OWNER** has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the **ENGINEER** cannot and does not warrant or represent that bids or negotiated prices will not vary from any estimate of costs or evaluation prepared or agreed to by the **ENGINEER**.

DISPUTE RESOLUTION: Claims, disputes or other matters, involving a value less than \$200,000.00, in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to mediation unless each of the parties mutually agrees otherwise. No mediation arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement signed by the **OWNER**, **ENGINEER**, and any other person or entity sought to be joined. In no event shall the demand for mediation be made after the date when the institution of legal or equitable proceedings based upon such claim would be barred by the applicable statute of limitations. The award rendered in the mediation shall be non-binding.

TERMINATION: This Agreement may be terminated by either party upon not less than seven days written notice should the other party fail substantially to perform in accordance with the terms of the Agreement through no fault of the party initiating the termination. This Agreement may be terminated by the **OWNER** upon not less than seven days' written notice to the **ENGINEER** in the event the Project is permanently abandoned.

Failure of the **OWNER** to make payments to the **ENGINEER** in accordance with the Agreement shall be considered substantial non-performance and cause for termination. If the **OWNER** fails to make payment when due the **ENGINEER** for services, the **ENGINEER** may, upon seven days' written notice to the **OWNER**, suspend performance of services under this Agreement. Unless payment in full is received by the **ENGINEER** within seven days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, the **ENGINEER** shall have no liability to the **OWNER** for delay or damage caused the **OWNER** because of such suspension of services.

In the event of termination not the fault of the **ENGINEER**, the **ENGINEER** shall be compensated for services performed prior to termination and all termination expenses. Termination expenses are in addition to compensation for *Basic and Additional Services* and include expenses which are directly attributable to termination.

CONTRACTOR MATTERS: The **ENGINEER** has no control over the Contractor's means, methods, schedule, costs, quality control, workmanship, on-site storm water runoff/erosion control, or project safety measures. For this reason, the **ENGINEER** shall not be responsible for or assume liability for the same.

UNDERGROUND UTILITIES: Information for location of underground utilities may come from the **OWNER**, third parties, and/or research performed by the **ENGINEER** or its subcontractors. Unfortunately, the information the **ENGINEER** must rely on from various utilities and other records may be inaccurate or incomplete. Therefore, the **OWNER** agrees to indemnify and hold harmless the **ENGINEER** for all claims, losses, costs and damages arising out of the location of underground utilities provided by the **ENGINEER** under this Agreement.

SHOP DRAWING REVIEW: If, as part of this Agreement **ENGINEER** reviews Contractor submittals, such as shop drawings, product data, samples and other data, as required by **ENGINEER**, these reviews and approvals shall be only for the limited purpose of checking for conformance with the design concept and the information expressed in the contract documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. **ENGINEER** shall not be responsible for any deviations from the contract documents not brought to the attention of **ENGINEER** in writing by the contractor. **ENGINEER** shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

CONSTRUCTION OBSERVATION: If, as part of this Agreement, **ENGINEER** is providing construction observation services, **ENGINEER** shall visit the project at appropriate intervals during construction to become generally familiar with the progress and quality of the Contractor's work and to determine if the work is proceeding in general accordance with the Contract Documents. Unless otherwise specified in this Agreement, the **OWNER** has not retained the **ENGINEER** to make detailed inspections or to provide exhaustive or continuous project review and observation services. **ENGINEER** does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier or any other entity furnishing materials or performing any work on the project.

HAZARDOUS MATERIALS – INDEMNIFICATION: The **ENGINEER** is not in the business of making environmental site assessments for purposes of determining the presence of any toxic, hazardous or other environmental damaging substances. The purpose of this provision is to be certain that the **OWNER** is aware of the potential liability if toxic, hazardous or environmental damaging substances are found on or under the property. **ENGINEER** makes no representations regarding an environmental site assessment, relies upon **OWNER** to have fully investigated the need and/or scope of such assessment and assumes no responsibility for the determination to make an environmental site assessment on the subject property.

PAYMENT: Amounts unpaid 30 days after invoice date shall bear interest from the date payment is due at a rate of 1.5% per month compounded and shall include costs for attorney fees and other collection fees related to collecting fees for service.

LIMITATION OF LIABILITY: The **ENGINEER's** liability shall be limited to \$50,000.00 or the fee for the work performed, whichever is greater, or as specifically agreed to by separate agreement.

WAIVERS: The **OWNER** and the **ENGINEER** waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, but only to the extent covered by property insurance during construction. The **OWNER** and **ENGINEER** each shall require similar waivers from their contractors, consultants and agents.

ASSIGNMENT: The **OWNER** and **ENGINEER**, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither **OWNER** nor **ENGINEER** shall assign this Agreement without the written consent of the other.

GOVERNING LAW: Unless otherwise provided, the Agreement shall be governed by the laws of the State of Iowa.

COMPLETE AGREEMENT: This Agreement represents the entire and integrated agreement between the **OWNER** and **ENGINEER** and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both **OWNER** and **ENGINEER**. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the **OWNER** or **ENGINEER**.

(Effective 11/13/2018)

Project No.: 190227
 Project Name: E. Merle Hibbs Blvd Paving Project
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Exhibit A: Scope of Services

| ITEM | INCLUDED | NOT INCLUDED | SCHEDULE |
|--|--|---|----------------------------------|
| SECTION 1. DESIGN PHASE SERVICES | | | |
| 1.01 Design Concepts/Preliminary Planning 1. Information Gathering <ul style="list-style-type: none"> • Current Aerial Photos • Field Investigation • Corridor Research 2. Prepare Design Concepts (2 Each) <ul style="list-style-type: none"> • Location/Design Concept Drawing(s) • Geometric Configuration • Presentation Graphics 3. Regional Detention Concept 4. Preliminary Opinion of Probable Costs <ul style="list-style-type: none"> • Develop Opinion of Probable Cost for each Design Concept 5. Identify Potential Funding Sources 6. Meetings <ul style="list-style-type: none"> • Staff/Council Meetings (2 Each) Deliverables: <i>Display for Each Concept and Preliminary Opinion of Probable Costs for Each Concept</i> | <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> | <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> | 07/22/19 |
| 1.02 Preliminary Design 1. Conduct Project Kickoff Meeting with Owner. 2. Field Walk-thru with OWNER to review existing conditions drawings 3. Confirm Scope, Extent and Character of the Project. <ul style="list-style-type: none"> • Final Design Criteria • Develop Construction Item List • Review Project Questions and Issues • Operation and Maintenance Concepts • Utility Requirements 4. Regional Detention Design 5. Preliminary Road Design and Plans 6. Prepare Revised "Opinion of Probable Costs". 7. Conduct Meeting with Owner to Review Preliminary Design 30%. Deliverables: <i>Preliminary 30% Plan Set for Owners Review</i> | <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> | <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> | 09/13/19 |
| 1.03 Final Design 1. Prepare final project drawings. 2. Prepare final project specifications. 3. Prepare written applications for permits for construction from DOT and other agencies. 4. Prepare revised Opinion of Probable Cost based on final drawings and specifications. 5. Prepare Contract Agreement Form, General Conditions, Supplementary Conditions, Bid Forms, Invitation to Bidders and Instructions to Bidders. 6. Review 95% and 100% Final Drawings with the Owner (2-Meetings) Deliverables: <i>Draft 95% Plans and associated documents, sent as PDF</i> <i>Draft 100% Plan Set, sent as a PDF</i> <i>Final 100% Plan Set, sent as a PDF</i> | <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/> | <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> | 12/20/19 01/31/20 02/14/20 |

| ITEM | INCLUDED | NOT INCLUDED | SCHEDULE |
|---|--|--|----------|
| SECTION 2. CONSTRUCTION PHASE SERVICES | | | |
| 2.01 Advertising, Bidding, Contract Award 1. Assist OWNER in advertising for and obtaining bids. 2. Conduct prebid conference at OWNER'S location. 3. Provide drawings, specifications, contract documents and bid documents to prospective bidders. 4. Issue addenda to interpret or clarify bid documents. | <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> | <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> | |

| | | | |
|--|--------------------------|-------------------------------------|--|
| 5. Review prebid submittals from bidders. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | |
| 6. Attend bid opening (at OWNER location), prepare Bid Tabulation. (Meetings) | <input type="checkbox"/> | <input checked="" type="checkbox"/> | |
| 7. Review bidder's qualifications, bids, and other documents and make recommendation for award of contract. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | |
| 8. Attend one (1) meeting to present Bids to OWNER . | <input type="checkbox"/> | <input checked="" type="checkbox"/> | |
| Deliverables: | | | |
| 2.02 Construction Administration | | | |
| 1. Provide general administration of construction contract as OWNER'S representative. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | |
| 2. Visit site of construction at appropriate stages to observe the Contractor's work. (This does not include On-Site Resident Project Representative Services.) | <input type="checkbox"/> | <input checked="" type="checkbox"/> | |
| 3. Issue interpretations and clarifications of contract documents. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | |
| 4. Review shop drawings. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | |
| 5. Act as initial interpreter of the requirements of the contract documents. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | |
| 6. Review and process Contractor's application for payment. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | |
| 7. Conduct select monthly/weekly/biweekly Progress Meetings. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | |
| Deliverables: Draft and Final Progress Meeting Minutes, sent as PDF. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | |
| 2.03 Resident Project Representative | | | |
| 1. Provide a Resident Project Representative to be on site during construction (see Exhibit 'D', A Listing of Duties, Responsibilities and Limitations of Authority of the Resident Project Representative). | <input type="checkbox"/> | <input checked="" type="checkbox"/> | |
| 2. Federal Funding and Audit Requirements | <input type="checkbox"/> | <input checked="" type="checkbox"/> | |
| 3. State Funding and Audit Requirements | <input type="checkbox"/> | <input checked="" type="checkbox"/> | |
| 4. Local Funding | <input type="checkbox"/> | <input checked="" type="checkbox"/> | |

| ITEM | INCLUDED | NOT INCLUDED | SCHEDULE |
|--|-------------------------------------|-------------------------------------|----------------------|
| SECTION 3. OTHER SERVICES | | | |
| 3.01 Permits Coordination | | | |
| 1. Department of Transportation Entrance Permits | <input type="checkbox"/> | <input checked="" type="checkbox"/> | |
| 2. Department of Transportation Utility Accommodation Permits | <input type="checkbox"/> | <input checked="" type="checkbox"/> | |
| 3. Department of Transportation Work in Right-of-Way Permits | <input type="checkbox"/> | <input checked="" type="checkbox"/> | |
| 4. Prepare Storm Water Pollution Prevention Plan (SWPPP) | <input type="checkbox"/> | <input checked="" type="checkbox"/> | |
| 5. Apply for NPDES Permit from DNR (Owner will be operator listed on permit) | <input type="checkbox"/> | <input checked="" type="checkbox"/> | |
| • Engineer will not be liable for fines arising from noncompliance with SWPPP. | | | |
| • The Owner shall be the Permit holder and shall pay for all costs associated with permit application. | | | |
| 3.02 Soil Boring Coordination | | | |
| 1. Assist the Owner in coordinating the Request for Proposal to Geotechnical Firms / Review Proposals / Recommendation for Award | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |
| 2. Coordinate the Work of the Geotechnical Firm (geotechnical firm will invoice Owner directly). | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |
| 3.03 Geotechnical Design | | | |
| 1. Prepare soil boring layout. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |
| 2. Prepare laboratory test assignments and review laboratory test data. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | |
| 3. Provide geotechnical design input during design stages as needed. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |
| 4. Provide geotechnical design for roadway (slope stability, settlement, subgrade, drainage), foundation design for structures, walls, etc. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |
| 5. Prepare soil sheets, special provisions, as applicable. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |
| 6. Provide geotechnical services during bid process. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | |
| 7. Provide geotechnical support during construction. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | |
| Deliverables: <i>Draft and Final Soil Design Plans and Special Provisions, as applicable, included in Section 1.03 deliverables.</i> | | | 12/20/19 |
| 3.04 Rights-of-Way Negotiations | | | |
| 1. Assist the Owner in coordinating the Request for Proposal to Appraisal Firms / Review Proposals / Recommendation for Award | <input type="checkbox"/> | <input checked="" type="checkbox"/> | |
| 2. Coordinate the Work of the Appraisal Firm (Appraisal Firm will invoice Owner directly). | <input type="checkbox"/> | <input checked="" type="checkbox"/> | |
| 3. Right-of-Way negotiations with property owners. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | |
| 3.05 Acquisition Plats | | | |
| 1. Prepare Acquisition Plats (Estimated 5 Plats) | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |
| 2. Prepare Easement Exhibits (Estimated 5 Easements) | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |
| 3. Public Right-of-Way meeting. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |
| Deliverables: Acquisition Plats, sent as PDF Easement Exhibits, sent as PDF | | | 12/20/19 12/20/19 |
| 3.06 Storm Water Pollution Prevention Plan Observation (SWPPP) | | | |
| 1. Perform Weekly On-Site Observations of construction site and provide written reports to Owner. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | |

| | | | |
|---|---|--|--|
| <p>2. Storm Water Pollution Prevention Plan Services shall end not more than 1-year from the date this Agreement is originally signed.</p> <p>NOTES:</p> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | |
| <p>3.07 Assessments</p> <ol style="list-style-type: none"> 1. Prepare Preliminary Assessment Plats and Schedules. 2. Prepare information necessary to prepare legal proceedings for the Preliminary and Final Assessments. <ul style="list-style-type: none"> • Preliminary Estimate of Probable Costs. • Prepare Preliminary Assessment Plat and Schedule • Prepare Final Assessment Plat and Schedule 3. Conduct Hearing on Resolution of Necessity. 4. Prepare Final Assessment Plats and Schedules <p>Deliverables:</p> | <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> | <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> | |
| <p>3.08 Record Drawings</p> <ol style="list-style-type: none"> 1. As-Built Record Drawings. 2. Hard Copies EA @ \$. 3. Electronic Copies EA @ \$. | <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> | <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> | |
| <p>3.09 Additional Meetings</p> <ol style="list-style-type: none"> 1. Special Meetings with Council/Staff 2. Kick-off Meeting with Public. 3. One-on-One Meetings with Property Owners outside of scope. 4. Pre-Construction walk-thru with Property Owners. 5. Other meetings as requested by Owner. <p>Deliverables: <i>Draft and Final Minute Meetings</i>, sent as PDF</p> | <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> | <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> | |
| <p>3.10 Color Presentation Exhibits</p> <ol style="list-style-type: none"> 1. Prepare color presentation exhibits of the project for use at public meeting and marketing <ol style="list-style-type: none"> a. 24" x 36" b. 11" x 17" c. 8.5" x 11" <p>Deliverables: <i>Electronic Copy</i>, on CD</p> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |
| <p>3.11 Funding Administration</p> <ol style="list-style-type: none"> 1. Coordinate with Funding Agencies. 2. Prepare funding Outlay/Reimbursement Requests. 3. Funding Closeout. | <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> | <input type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> | |

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 Project Name: E. Merle Hibbs Blvd Paving Project
 Project Manager: Brian Sandberg

Exhibit B: Fee Estimate

| | | <u>Contract Type*</u> |
|--|---|-------------------------------------|
| Section 1 – Preliminary Planning/Funding Phase Services | | <i>TM</i> |
| <input checked="" type="checkbox"/> | <i>1.01 Design Concepts/Preliminary Planning</i> | \$ 116,354.00 <i>T&M</i> |
| <input checked="" type="checkbox"/> | <i>1.02 Preliminary Design</i> | \$ 70,890.00 <i>T&M</i> |
| <input checked="" type="checkbox"/> | <i>1.03 Final Design</i> | \$ 179,290.00 <i>T&M</i> |
| Section 2 – Construction Phase Services | | <i>TM</i> |
| <i>NOT INCLUDED</i> | | |
| Section 3 – Other Services | | <i>TM</i> |
| <input type="checkbox"/> | <i>3.01 Permits Coordination</i> | \$ |
| <input checked="" type="checkbox"/> | <i>3.02 Soil Boring Coordination</i> | \$ 18,184.00 <i>T&M</i> |
| <input checked="" type="checkbox"/> | <i>3.03 Geotechnical Design</i> | \$ 14,400.00 <i>T&M</i> |
| <input type="checkbox"/> | <i>3.04 Rights-of-Way Negotiations</i> | \$ |
| <input checked="" type="checkbox"/> | <i>3.05 Acquisition Plats</i> | \$ 7,750.00 <i>T&M</i> |
| <input type="checkbox"/> | <i>3.06 Storm Water Pollution Prevention Plan Observation (SWPPP)</i> | \$ |
| <input type="checkbox"/> | <i>3.07 Assessments</i> | \$ |
| <input type="checkbox"/> | <i>3.08 Record Drawings</i> | \$ |
| <input checked="" type="checkbox"/> | <i>3.09 Additional Meetings</i> | \$ 5,570.00 <i>T&M</i> |
| <input checked="" type="checkbox"/> | <i>3.10 Color Presentation Exhibits</i> | \$ 3,680.00 <i>T&M</i> |
| <input checked="" type="checkbox"/> | <i>3.11 Funding Administration</i> | \$ 6,800.00 <i>T&M</i> |
| Total Project | | \$ 422,918.00 <i>T&M</i> |

* T&M = Time and Materials LS = Lump Sum FF = Cost Plus Fixed Fee TBD = To Be Determined NA = Not Applicable

Exhibit C: OWNER's Responsibilities

OWNER shall do the following in a timely manner so as not to delay the services of the **ENGINEER**:

1. Designate in writing a person to act, as **OWNER'S** representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define **OWNER'S** policies and decisions with respect to **ENGINEER'S** services for the Project.
2. Provide 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 expendability, 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.
3. Assist **ENGINEER** by placing at **ENGINEER'S** disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
4. Arrange for access to make all provisions for **ENGINEER** to enter upon public and private property as required for **ENGINEER** to perform services under this Agreement.
5. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by **ENGINEER**, obtain advice of an attorney, insurance counselor and other consultants as **OWNER** deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of **ENGINEER**.
6. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
7. Attend the prebid conference, bid opening, preconstruction conferences, construction progress and other job related meetings and substantial completion inspection and final payment inspection.
8. Give prompt written notice to **ENGINEER** whenever **OWNER** observes or otherwise becomes aware of any development that affects the scope or timing of **ENGINEER'S** services, or any defect or non-conformance in the work of any Contractor.
9. Arrange for financing and pay for services as agreed to in this Agreement.