

CONTRACT FOR ENGINEERING SERVICES
CDM Smith INC.

This Contract, dated _____, 20__, is between the **City of Bryan**, a Texas home-rule municipal corporation, (the City) and **CDM Smith INC.**, a corporation (the Engineer), whereby the Engineer agrees to provide the City with certain professional services as described herein and the City agrees to pay the Engineer for those services.

1. Scope of Services

In consideration of the compensation stated in paragraph 2, the Engineer agrees to provide the City with the professional services as described in Attachment A, the Scope of Services, which is incorporated herein by reference for all purposes, and which services may be more generally described as follows: **Design the Chick Lane elevated storage tank and site layout including bidding and construction phase services (see attachment A).**

2. Payment

In consideration of the Engineer's provision of the professional services in compliance with all terms and conditions of this Contract, the City shall pay the Engineer according to the terms set forth in Attachment B. Except in the event of a duly authorized change order, approved by the City in writing, the total cost of all professional services provided under this Contract may not exceed **Three Hundred Fifty Three Thousand Five Hundred and Thirty Three Dollars and No/100 Dollars (\$353,533).**

3. Time of Performance

- A. All design work and other professional services provided under this Contract must be completed by the following date: **December 15, 2023**. The Public Works Director may agree to an extension of the time for completion. Any extension of the time for completion approved by the Public Works Director, however, shall only be effective upon the execution of an instrument in writing stating the terms of the extension and signed by both the Public Works Director and the Engineer. The Schedule is more fully defined in Attachment C.
- B. **Time is of the essence of this Contract.** The Engineer shall be prepared to provide the professional services in the most expedient and efficient manner possible in order to complete the work by the times specified.

4. Warranty, Indemnification, & Release

- A. As an experienced and qualified design professional, the Engineer warrants that Engineer will perform all services pursuant to this Contract, including but not limited to providing information, design preparation of drawing, designation or selection of materials and equipment and selection and supervision of personnel, (1) with the professional skill and care ordinarily provided by competent engineers practicing in the same or similar locality and under the same or similar circumstances and professional license; and (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer.

Approval of the City shall not constitute, or be deemed, a release of the responsibility and liability of the Engineer, its employees, agents, or associates for the exercise of skill and diligence to promote the accuracy and competency of their designs, information, plans, specifications or any other document, nor shall the City's approval be deemed to be the assumption of responsibility by the City for any defect or error in the aforesaid documents prepared by the Engineer, its employees, associates, agents, or subcontractors.

- B. The Engineer shall promptly correct any defective designs or specifications furnished by the Engineer at no cost to the City. The City's approval, acceptance, use of, or payment for, all or any part of the Engineer's services hereunder or of the Project itself shall in no way alter the Engineer's obligations or the City's rights hereunder.
- C. In all activities or services performed hereunder, the Engineer is an independent contractor and not an agent or employee of the City. The Engineer and its employees are not the agents, servants, or employees of the City. As an independent contractor, the Engineer shall be responsible for the professional services and the final work product contemplated under this Contract. Except for materials furnished by the City, the Engineer shall supply all materials, equipment, and labor required for the professional services to be provided under this Contract. The Engineer shall have ultimate control over the execution of the professional services. The Engineer shall have the sole obligation to employ, direct, control, supervise, manage, discharge, and compensate all of its employees or subcontractors, and the City shall have no control of or supervision over the employees of the Engineer or any of the Engineer's subcontractors.
- D. The Engineer must at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of its officers, employees, agents, subcontractors, licensees, and other persons, as well as their personal property, while in the vicinity of the Project or any of the work being done on or for the Project. It is expressly understood and agreed that the City shall not be liable or responsible for the negligence of the Engineer, its officers, employees, agents, subcontractors, invitees, licensees, and other persons.
- E. **Responsibility for damage claims (indemnification): Engineer shall indemnify and save harmless the City and all its officers, agents, and employees from all suits, actions, or claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person or persons or property resulting from the Engineer's negligent act, intentional tort, intellectual property infringement or failure to pay a subcontractor or supplier, or by or on account of any claims or amounts recovered under the Workmen's Compensation Law or any other law, ordinance, order or decree arising therefrom, and his sureties shall be held until such suit or suits, action or actions, claim or claims for injury or damages as aforesaid shall have been settled and satisfactory evidence to the effect furnished the City. Engineer shall indemnify and save harmless the City, its officers, agents and employees in accordance with this indemnification clause only for that portion of the damage caused by Engineer's negligence, intentional tort, intellectual property infringement or failure to pay a subcontractor or supplier. Engineer shall reimburse City for its reasonable attorney's fees in proportion to Engineer's liability for any such claim.**
- F. Release. The Engineer releases, relinquishes, and discharges the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character,

including the cost of defense thereof, for any injury to, sickness or death of the Engineer or its employees and any loss of or damage to any property of the Engineer or its employees that is caused by or alleged to be caused by, arises out of, or is in connection with the Engineer's negligent performance of the work. Both the City and the Engineer expressly intend that this release shall apply regardless of whether said claims, demands, and causes of action are covered, in whole or in part, by insurance.

5. Engineer's Insurance

The Engineer agrees to maintain the minimum insurance coverage and comply with each condition set forth below during the duration of this contract with the City. All parties to this contract hereby agree that the Engineer's coverage will be primary in the event of a loss, regardless of the application of any other insurance or self-insurance.

Engineer must deliver to the City a certificate(s) of insurance evidencing such policies are in full force and effect within 10 business days of notification of the City's intent to award a Contract. No contract shall be effective until the required certificate(s) have been received and approved by the City. Failure to meet the insurance requirements and provide the required certificate(s) and any necessary endorsements within 10 business days **may cause the contract to be rejected**.

The City reserves the right to review these requirements and to modify insurance coverage and their limits when deemed necessary and prudent.

- A. **Workers' Compensation Insurance & Employers' Liability Insurance** – Engineer shall maintain Workers Compensation Insurance for statutory limits and Employers Liability insurance with limits not less than \$500,000 each accident for bodily injury by accident or \$500,000 each employee for bodily injury by disease. Engineer shall provide Waiver of Subrogation in favor of the City and its agents, officers, officials, and employees.
- B. **Commercial General Liability Insurance** – Engineer shall maintain Commercial General Liability with a limit of not less than \$1,000,000 per occurrence and an annual aggregate of at least \$2,000,000. Commercial General Liability shall be written on a standard ISO “occurrence” form (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract including the tort liability of another assumed in a business contract. No coverage shall be deleted from the standard policy without notification of individual exclusions and acceptance by the City. The City and its agents, officers, officials, and employees shall be listed as an additional insured.
- C. **Business Automobile Liability Insurance** – Engineer shall maintain Business Automobile Liability insurance with a limit of not less than \$1,000,000 each accident. Business Auto Liability shall be written on a standard ISO version Business Automobile Liability, or its equivalent, providing coverage for all owned, non-owned and hired automobiles. Engineer shall provide Waiver of Subrogation in favor of the City and its agents, officers, officials, and employees.
- D. **Professional Liability Insurance** – Engineer shall maintain Professional Liability (errors & omissions) insurance with a limit of not less than \$1,000,000. If written on a “Claims-Made” form, Engineer agrees to maintain a retroactive date equivalent to the inception date of the

contract (or earlier) and maintain continuous coverage or a supplemental extended reporting period for a minimum of two years after the completion of this contract. Engineer will be responsible for furnishing certification of coverage for 2 years following contract completion.

- E. **Policy Limits** - Required limits may be satisfied by a combination of primary and umbrella or excess liability policies. Engineer agrees to endorse City and its agents, officers, officials, and employees as an additional insured, unless the Certificate states the Umbrella or Excess Liability provides coverage on a pure “True Follow Form” basis.
- F. **Deductibles, Coinsurance Penalties, & Self-Insured Retention** - Engineer may maintain reasonable and customary deductibles, subject to approval by the City. Engineer shall agree to be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention.
- G. **Subcontractor’s Insurance** - If the Engineer’s insurance does not afford coverage on behalf of any Subcontractor(s) hired by the Engineer, the Subcontractor(s) shall maintain insurance coverage equal to that required of the Engineer. It is the responsibility of the Engineer to assure compliance with this provision. The City accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.
- H. **Acceptability of Insurers** - Insurance coverage shall be provided by companies admitted to do business in Texas and rated A-VI or better by AM Best Insurance Rating,
- I. **Evidence of Insurance** - A valid certificate of insurance verifying each of the coverages required shall be issued directly to the City within ten (10) business days by the successful Engineer’s insurance agent or insurance company after contract award. Endorsements must be submitted with the certificate. No contract shall be effective until the required certificates have been received and approved by the City. See Attachment D for insurance example.

Renewal certificates shall be sent a minimum of 10 days prior to coverage expiration.

Upon request, Engineer shall furnish the City with certified copies of all insurance policies.

The certificate of insurance and all notices shall be sent to the City at the following address:

City of Bryan
Attn: Risk Management Department
P.O. Box 1000
Bryan, TX 77805
Emailed to: lward@bryantx.gov & [gmattern@bryantx.gov](mailto:gmatter@bryantx.gov)

Failure of the City to demand evidence of full compliance with these insurance requirements or failure of the City to identify a deficiency shall not be construed as a waiver of Engineer’s obligation to maintain such insurance.

- J. **Notice of Cancellation, Non-Renewal, Material Change, Exhaustion of Limits** - Engineer must provide minimum 30 days prior written notice to the City of policy cancellation, material change, exhaustion of aggregate limits, or intent not to renew insurance coverage. If City is notified a required insurance coverage will cancel or non-renew during the contract period, the Engineer shall agree to furnish prior to the expiration of such insurance, a new or revised certificate(s) as proof that equal and like coverage is in effect. The City reserves the right to withhold payment to Engineer until coverage is reinstated.

- K. **Engineer's Failure to Maintain Insurance** - If the Engineer fails to maintain the required insurance, the City shall have the right, but not the obligation, to withhold payment to Engineer until coverage is reinstated or to terminate the Contract.
- L. **No Representation of Coverage Adequacy** - The requirements as to types and limits, as well as the City's review or acceptance of insurance coverage to be maintained by the Engineer, is not intended to nor shall in any manner limit or qualify the liabilities and obligations assumed by the Engineer under the Contract.

6. Termination

- A. The City or Engineer may terminate this Contract at any time upon **thirty (30)** calendar days written notice. Upon the receipt of such notice, the Engineer shall discuss with the City what will be accomplished within the 30 calendar day timeframe and document this in an exit strategy that must be approved by the City. The Engineer shall be compensated for the services satisfactorily performed prior to the termination date.
- B. If, through any cause, the Engineer fails to fulfill its obligations under this Contract, or if the Engineer violates any of the agreements of this Contract, the City has the right to terminate this Contract by giving the Engineer **five (5)** calendar days written notice to the Engineer. The Engineer will be compensated for the services satisfactorily performed before the termination date.
- C. No term or provision of this Contract shall be construed to relieve the Engineer of liability to the City for damages sustained by the City because of any breach of contract by the Engineer. The City may withhold payments to the Engineer for the purpose of setoff until the exact amount of damages due the City from the Engineer is determined and paid.

7. Miscellaneous Terms

- A. This Contract has been made under and shall be governed by the laws of the State of Texas. The parties agree that performance and all matters related thereto shall be in Brazos County, Texas.
- B. Notices shall be mailed to the addresses designated herein or as may be designated in writing by the parties from time to time and shall be deemed received when sent postage prepaid U.S. Mail to the following addresses:

The City of Bryan
Attn: Jayson Barfknecht, Ph.D, P.E.
P.O. Box 1000
Bryan, Texas 77805

The Engineer:
Attn: Allen Woelke, P.E.
9430 Research Blvd, Ste 1-200
Austin, TX 78759

- C. No waiver by either party hereto of any term or condition of this Contract shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

- D. This Contract represents the entire and integrated agreement between the City and the Engineer and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may only be amended by written instrument approved and executed by the parties.
- E. This Contract and all rights and obligations contained herein may not be assigned by the Engineer without the prior written approval of the City.
- F. The Engineer, its agents, employees, and subcontractors must comply with all applicable federal and state laws, the charter and ordinances of the City of Bryan, and with all applicable rules and regulations promulgated by local, state, and national boards, bureaus, and agencies. The Engineer must obtain all necessary permits and licenses required in completing the work and providing the services required by this Contract.
- G. The parties acknowledge that they have read, understood, and intend to be bound by the terms and conditions of this Contract.

8. Disclosure of Interested Parties

In 2015, the Texas Legislature adopted [House Bill 1295](#), which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. The process as implemented by the Commission is as follows:

1. A business entity must use the application to enter the required information on Form 1295 and print a copy of the form and a separate certification of filing that will contain a unique certification number.
2. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 and certification of filing must be filed with the city “at the time the business entity submits the signed contract” to the city.
3. The city must notify the Commission, using the Commission’s filing application, of the receipt of the filed Form 1295 and certification of filing not later than the 30th day after the date the contract binds all parties to the contract.

For more information regarding how to file Form 1295, please click on the following link: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm .

9. Basic Safeguarding of Contractor Information Systems

The Contractor shall apply basic safeguarding requirements and procedures to protect the Contractor's information systems whenever the information systems store, process or transmit any information, not intended for public release, which is provided by or generated for the City. This requirement does not include information provided by the City to the public or simple transactional information, such as that necessary to process payments. These requirements and procedures shall include, at a minimum, the security control requirements "reflective of actions a prudent business person would employ" which are outlined in the Federal Acquisition Regulations FAR 52.204-21(b) and codified in the Code of Federal Regulations at 48 C.F.R. § 52.204-21(b) (2016).

Contractor shall include the substance of this clause in subcontracts under this contract (including subcontracts for the acquisition of commercial items other than commercially available off-the-shelf items) in which the subcontractor may have City contract information residing in or transiting through its information system.

10. Additional Certifications

Pursuant to Texas Government Code 2252.152, contracts with companies engaged in business with Iran, Sudan, or foreign terrorist organizations are prohibited; a governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Government Code Sections 806.051, 807.051, or 2252.153.

Pursuant to Government Code 2270.002, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains written verification the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

11. Nepotism

By submitting a proposal, the Engineer certifies that neither he, nor any co-owner of the organization submitting this proposal, is related to a member of the City Council of the City of Bryan within the first, second, or third degree of consanguinity (blood) or affinity (marriage).

Party of the First Part
CITY OF BRYAN, TEXAS

Approved as to Form:

Thomas A. Leeper, Interim City Attorney

Prepared and Recommended:

Jayson Barfknecht, P.E., Ph.D
Director of Public Works

Approved for Processing:

Kean Register, City Manager

Approved:

By: _____
Andrew Nelson, Mayor

Attest:

By: _____
Mary Lynne Stratta, City Secretary

Date: _____

Party of the Second Part
ENGINEER:

By: _____
Printed Name: Allen D. Woelke
Title: Vice President
Date: _____
Firm's License No. F3043

Witness

ATTACHMENT “A” SCOPE OF SERVICES

PROJECT UNDERSTANDING

The project consists of the preliminary engineering, design, bidding and general services during construction of a new two (2) million gallon (MG) Elevated Storage Tank (EST) at Chick Lane, southeast of the intersection with Villa Maria Road, in Bryan, Texas. The Chick Lane EST will provide water and adequate pressure to the service area west of FM 2818 and east of SH 47, as recommended by previous and the current water models.

The planned structure will be a composite, pedestaled tank located approximately in the center of the site. The design will include a 24-inch connection to the existing 24-inch water line that runs along Chick Lane southeast of the proposed site, which includes an isolation gate valve. The tank will also include an overflow pipe with an above grade flap valve leading to a concrete splash pad. The site will be enclosed with chain link fencing with a manual gate across a proposed access driveway from Chick Lane on the southeast border of the site. Connection with the City’s SCADA system will be through radio communication and will convey the water level in the EST. The power requirements for the EST consist mainly of lighting, including interior and exterior tank lights. The site will require a new transformer, coordination, and connection to Bryan Texas Utilities (BTU).

BASIC SCOPE OF SERVICES

The basic scope of services proposed for this project includes the following:

Task 1. Design Phase

- 1.1. **Preliminary Design** This subtask involves the collection and review of existing project data as provided by City or developed by Engineer previously, as well as the performance of preliminary design tasks as identified below:
 - 1.1.1. Review of available data and consulting with the City to confirm alignment on the requirements for the Chick Lane EST.
 - 1.1.2. Geotechnical field investigation and laboratory analysis, to be performed by Terracon.
 - 1.1.3. General topographical site survey of the project location: Edgewater Subdivision, Phase III, Block 21, Lot 50, comprising 171,017 square-feet, including surrounding right of way sufficient to develop the required documents laid out in this scope of services, to be performed by Goodwin, Lasiter, Strong (GLS).

1.2. **Final Design** This subtask involves the development of bid ready drawings, specifications and Opinion of Probable Construction Cost (OPCC) for use in procuring a contractor and construction of the Chick Lane Elevated Storage Tank.

1.2.1. 60% Design Subtask

The 60% design deliverable will be submitted to the City for review. The 60% deliverable will include drawings, specifications and an OPCC as described below.

1.2.1.1. Preparation of 60% design drawings consisting of the following:

- Cover
- Legend, index and notes
- Site plan and geotechnical boring locations
- Stormwater / erosion control plan
- Site grading and paving
- Yard piping plan & profile
- Standard civil, mechanical, electrical and EST details
- EST Plan and sections
- EST one-line diagram and site plans

1.2.1.2. Preparation of 60% specifications including standard specifications and identification of special specifications. Engineer will use General Conditions approved by the City and modify as necessary to align with the project.

1.2.1.3. Preparation of OPCC based on the 60% design including a contingency of 15%.

1.2.1.4. Review meeting with the City for the 60% drawings and specifications to be held approximately two (2) weeks following submittal of the documents to provide time for review. Following their review, the City will provide written comments to Engineer. Engineer will provide written responses to the comments.

1.2.2. 90% Design Subtask

The 90% design deliverable will be submitted to the City for review. The 90% deliverable will include drawings, specifications and an OPCC which incorporated comments received from the City.

1.2.2.1. Develop design drawings to 90% level and incorporate comments from the City.

1.2.2.2. Preparation of 90% specifications including standard and special specifications.

1.2.2.3. Update OPCC to reflect design refinements and reduce the contingency to 10%.

1.2.3. Final Bid-Ready Subtask

- 1.2.3.1. Final Bid-Ready deliverable will include drawings, specifications and an OPCC which incorporated comments received from the City.
- 1.2.3.2. Update OPCC and reduce contingency to 5%.
- 1.2.3.3. Submit plans and specifications to the Texas Commission on Environmental Quality (TCEQ) for review. Upon receipt of plan review comments, Engineer will respond to TCEQ in writing and make necessary changes to the contract documents.
- 1.2.3.4. Application for Site Development Permit to be performed by GLS.

Deliverables:

- 60% review submittal including up to five (5) half-size (11-inch x 17-inch) hard paper copies of the drawings, specifications and OPCC, one (1) full-size (22-inch x 34-inch) hard paper copy of the drawings, as well as one (1) electronic pdf of all the deliverables.
- One (1) hard paper copy and one electronic pdf copy of the 60% review comment response memorandum.
- 90% review submittal including up to five (5) half-size (11-inch x 17-inch) hard paper copies of the drawings, specifications and OPCC, one (1) full-size (22-inch x 34-inch) hard paper copy of the drawings, as well as one (1) electronic pdf of all the deliverables.
- One (1) hard paper copy and one electronic pdf copy of the 90% review comment response memorandum.
- Signed and sealed bid ready documents including up to five (5) half-size (11-inch x 17-inch) hard paper copies of the drawings, specifications and OPCC, one (1) full-size (22-inch x 34-inch) hard paper copy of the drawings, as well as one (1) electronic pdf of all the deliverables.
- One (1) hard paper copy and one (1) electronic pdf copy of the Letter response to TECQ review comments.
- Site Development Permit application.

Engineer Services under the design phase will be considered complete at the earlier of (1) the date when the submittals have been accepted by the City or (2) thirty-days after the date when such submittals are delivered to the City for Final Acceptance.

Task 2. Bidding Phase Services under this phase include:

- 2.1. Assist City in obtaining bids for the construction contract.
- 2.2. Attend pre-bid conference for the project and answer, by written addenda, contractors' and suppliers' technical questions during the bidding phase. Engineer will prepare the pre-bid conference agenda and subsequent meeting minutes.

- 2.3. Engineer will also prepare up to two (2) additional addenda to interpret, clarify or expand the bidding documents.
- 2.4. Attend bid opening, review bid submissions, provide bid tabulation, and make a recommendation to award.
- 2.5. Prepare conformed documents for the construction of the Chick Lane EST, incorporating addenda items into the plans and specifications.

Deliverables:

- Pre-bid meeting agenda and meeting minutes.
- Up to two (2) addenda each including one (1) hard paper copy and one (1) electronic pdf.
- Award recommendation memorandum with the bid tabulation including one (1) hard paper copy and one (1) electronic pdf.
- Conformed construction drawings and specifications including up to five (5) hard paper copies of the drawings (11-inch x 17-inch), and specifications and up to five (5) full-size (22-inch x 34-inch) hard paper copies of the as well as an electronic pdf.

Engineer Services under the bidding phase will be considered complete at the earlier of (1) the date when the award recommendation has been accepted by the City or (2) thirty-days after the date when such recommendation is delivered to the City.

Task 3. Construction Phase. Services under this phase involve consulting with and advising the City during construction. Construction is anticipated to last approximately twelve (12) months. Services under this phase include the following.

- 3.1. Attend pre-construction meeting with the City and selected contractor.
- 3.2. Review submittals and shop drawings submitted by the contractor for compliance with design drawings, specifications, and concepts.
- 3.3. Engineer to respond to up to five (5) requests for information (RFI's)
- 3.4. Engineer to review up to two (2) change orders.
- 3.5. Engineer will visit the site monthly to observe the work completed, attend monthly construction meetings and review the pay applications. Total monthly progress meeting and site visits not to exceed twelve (12).
- 3.6. Engineer to provide weld and steel erection inspection services for the EST, including up to eleven (11) inspection visit and reports.
- 3.7. Engineer to provide coating inspection services for the EST, including up to twenty (20) inspection visit and reports.

- 3.8. Engineer to produce record drawings of the final project based upon the selected contractor as-built drawings of the construction.

Deliverables:

- Submittal and shop drawing review including one (1) resubmittal review.
- Response to up to five (5) RFI's, including up to one (1) hard paper copy and one (1) electronic pdf for each RFI.
- Review of two (2) change orders, including up to one (1) hard paper copy and one (1) electronic pdf for each change order.
- Record drawings including one (1) half size (11-inch x 17-inch) hard paper copy, one (1) full-size (22-inch x 34-inch) hard paper copy and one (1) electronic pdf.

Engineer Services under the construction phase will be considered complete at the earlier of (1) the date when the written recommendation of final payment has been accepted by the City or (2) thirty-days after the date when such recommendation is delivered to the City.

Assumptions:

- Engineer may rely upon the accuracy of City provided information for the execution of the Work.
- Additional pumping capacity or pressure head is not required for EST operations.
- This proposal assumes that communication between the EST and the City's control system will be through radio and that the radio path study will be performed by the selected construction contractor.
- Site Development Permit fees are waived as the development is for the City.
- The FAA Notice of Actual Construction or Alternation submittal are covered under a separate task order.
- The selected construction contractor shall develop the SWPPP, based on the stormwater / erosion control plan, to be used for the Task 3 stormwater permit.
- City will provide day to day construction management and oversight of the Chick Lane EST contractor.

ATTACHMENT 'B'

FEE SUMMARY

Payment to the ENGINEER will be made as follows:

A. Invoice and Time of Payment

Monthly invoices will be issued by the ENGINEER for all work performed under this Agreement. Invoices are due and payable on receipt. Invoices will be prepared in a format approved by the CITY prior to submission of the first monthly invoice. Monthly payment of the fee will be in proportion to percent completion of the total work for each fee item outlined below.

B. Upon completion of services enumerated in Attachment A, Scope of Services, the final payment of any balance will be due upon receipt of the final invoice.

BASIC SERVICES

Task 1 – Design	\$164,409
Task 2 – Bidding	\$23,689
Task 3 – Construction	<u>\$110,820</u>
Basic Services Subtotal	\$298,918

SPECIAL SERVICES

Geotechnical Investigations	\$14,190
Topographical Survey	\$7,425
Paint and Welding Inspection Services	<u>\$33,000</u>
Supplemental Services Subtotal	\$54,615
Total Services	<u><u>\$353,533</u></u>

**ATTACHMENT “C”
PROJECT SCHEDULE**

SCHEDULE:

TIME PERIOD FOR PERFORMANCE

The time periods for the performance of Engineer’s services as set forth in Article 3 of said agreement are as follows:

Task 1 – Design	215 Days from Notice to Proceed
Task 2 – Bidding	90 Days from First Advertisement
Task 3 – Construction	425 Days from Contractor’s Notice to Proceed

ATTACHMENT "D" -THE CITY OF BRYAN INSURANCE REQUIREMENTS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER <div style="font-size: 48px; font-weight: bold; text-align: center; opacity: 0.5;">EXAMPLE</div>	CONTACT NAME: PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____ <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="width:80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width:20%;">NAIC #</th> </tr> <tr><td>INSURER A :</td><td></td></tr> <tr><td>INSURER B :</td><td></td></tr> <tr><td>INSURER C :</td><td></td></tr> <tr><td>INSURER D :</td><td></td></tr> <tr><td>INSURER E :</td><td></td></tr> <tr><td>INSURER F :</td><td></td></tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A :		INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURED:															

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____						EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 _____ \$ _____
	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE (Per accident) \$ _____ _____ \$ _____
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED: _____ RETENTION \$ _____						EACH OCCURRENCE \$ _____ AGGREGATE \$ _____ _____ \$ _____
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below				Y / N N / A		<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
	<input type="checkbox"/> Professional Liability						PER CLAIM/AGGREGATE: \$1,000,000/ \$1,000,000

DESCRIPTION OF OPERATIONS /LOCATIONS /VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Bryan shall be named as additional insured on all Commercial General Liability policies. Workers Compensation and Employer's Liability policies to include a Waiver of Subrogation in favor of the City of Bryan. (All endorsements must be provided when available.)

CERTIFICATE HOLDER City of Bryan Attn: Risk Management Department P.O. Box 1000 Bryan, Tx 77805	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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