

**November 22, 2021**

**Item No. 8.3.**

**Francis Drive Rehabilitation Phase III Professional Services Contract**

**Sponsor:** Emily Fisher, Assistant Director of Public Works

**Reviewed By CBC:** City Council

**Agenda Caption:** Presentation, discussion, and possible action regarding a professional services contract with Kimley Horn & Associates in the amount of \$279,750 for the design of the Francis Drive Rehabilitation Phase III project.

**Relationship to Strategic Goals:**

1. Core Services and Infrastructure
2. Improving Mobility

**Recommendation(s):** Staff recommends approval.

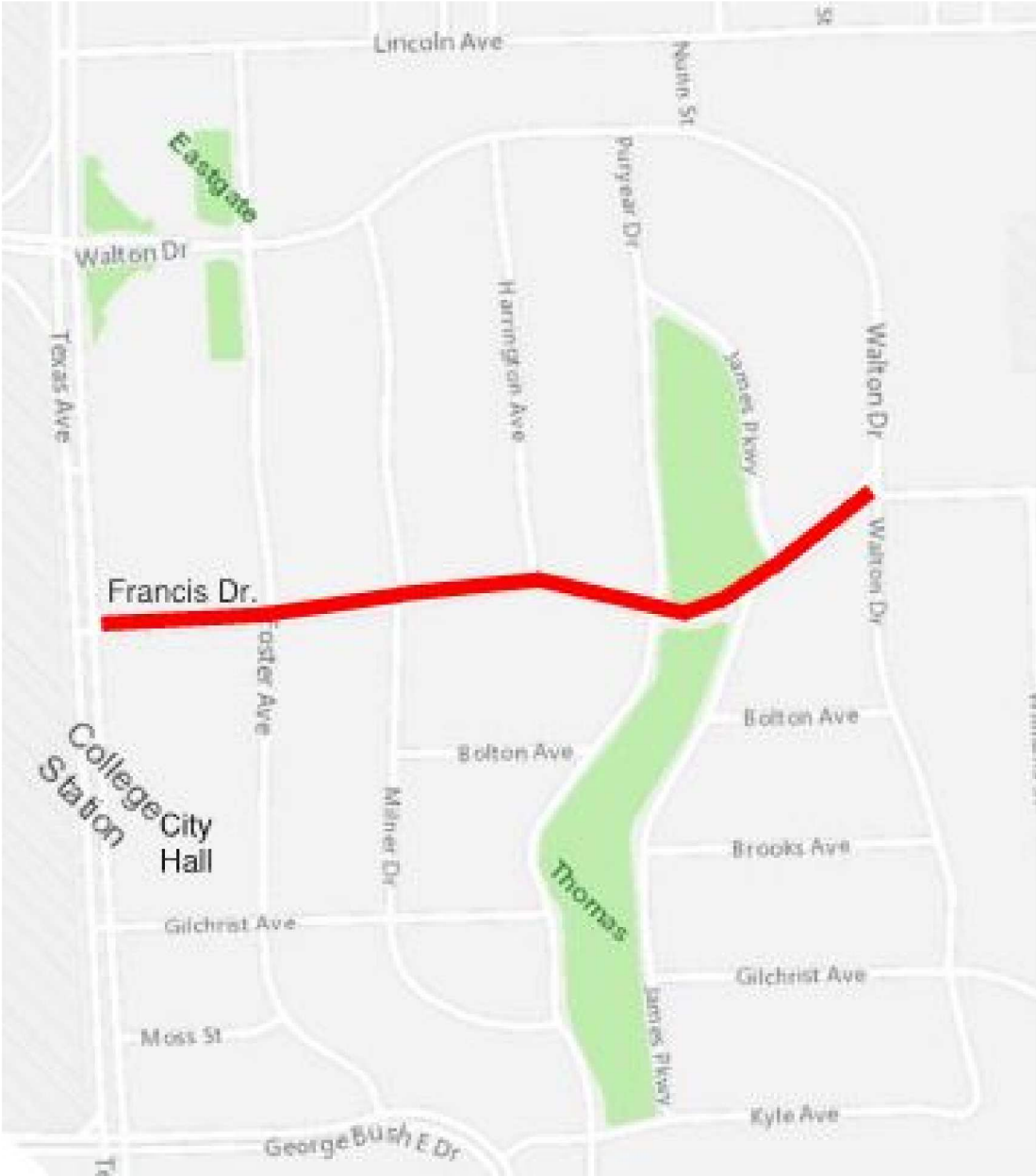
**Summary:** The Francis Drive Rehabilitation Phase 3 project will reconstruct Francis Drive from Walton Drive to Texas Avenue similar to what has already been completed from Walton to Glenhaven Drive. The project will also include the addition and replacement of storm sewer and sidewalks. Kimley Horn & Associates was the design consultant for the previous two phases.

**Budget & Financial Summary:** A budget of \$2,050,000 is included for this project in the Streets Capital Improvement Projects Fund. A total of \$273 has been expended or committed to date, leaving a balance of \$2,049,727 for this contract and future costs.

**Attachments:**

1. Francis 3 location map
2. Pages from francis 3 design contract

Project Location : Francis Drive Rehabilitation Project Phase III



## EXHIBIT "A"

### SCOPE OF SERVICES

#### FRANCIS DRIVE REHABILITATION PHASE III

Kimley-Horn and Associates, Inc. (the "Consultant") is pleased to submit this Scope of Services to the City of College Station (the "City") to provide professional services for the above referenced project. Our project understanding and scope of services are below.

#### PROJECT UNDERSTANDING

The project involves the reconstruction of Francis Drive from Texas Avenue to Walton Drive. This phase of design of approximately 2,400 linear feet of improvements. These improvements will include removal and replacement of the existing roadway pavement, and construction of an 8' sidewalk along the southern side of the roadway. Modification and/or replacement of the existing storm sewer system will be included as required to meet current City design standard. Design will include reconstruction of the intersection at Walton and Francis.

This project does not include the design of water and sanitary sewer improvements. Water and sanitary sewer upgrades have previously been performed by the City in this area.

#### Basis of Scope and Fee Development

The following key assumptions have been made in establishing the scope and the estimated level of effort for this project:

1. Prior to initiating preliminary engineering, City shall provide Consultant record drawings and utility maps for its existing facilities (storm drainage, potable water and sanitary sewer) within and along the project corridor.
2. City shall acquire any ROW and easements required.
3. Electrical and franchise utility relocation design is not included.
4. Landscape, hardscape, lighting, and irrigation design is not included.

#### SCOPE OF SERVICES

Consultant offers the following Scope of Services based upon what we currently anticipate may be required. Design tasks are defined below for the type of work that is anticipated.

#### TASK SUMMARY

##### 1. Project Management

- 1.1. Plan and participate in a Project Kickoff Meeting with City staff to confirm project scope, personnel, lines of communication, and schedule
- 1.2. Project Status Meetings
  - 1.2.1 Conduct up to six (6) project status meetings with the City, 2 at 30%, 2 at 60% and 2 at 90%, to review the development of the project and for project coordination
  - 1.2.2 Prepare Agendas & Attendance Log for meetings; minutes, including discussion and action items for review and distribution
- 1.3. Project Administration
  - 1.3.1 Prepare project correspondence
  - 1.3.2 Prepare invoicing documents
  - 1.3.3 Maintain and update project schedule
- 1.4. Quality Assurance/Quality Control (QA/QC)
  - 1.4.1 Establish quality control procedures for the project
  - 1.4.2 Assign QA/QC Manager and Peer Review Roles
  - 1.4.3 Perform quality control reviews for the following submittals:
    - (30%) Design Submittal

- (60%) Design Submittal
- (90%) Design Submittal
- Bid Document Submittal

## 2. Public Involvement

- 2.1. Participate in a City facilitated public involvement meetings with City staff and local residents to present the project and receive input regarding issues and concerns.
  - 2.1.1 Meetings will be held at the following project milestones:
    - Pre-design
    - After final Bid Document submittal or prior to start of construction
- 2.2. Prepare exhibits or plans for meetings in the form of roll plot plans, cross section exhibits, and aerial plots. Exhibits may also include rendered perspective views of the proposed corridor.
- 2.3. Prepare and issue summary notes from the meeting via email to the Client.

## 3. Preliminary Investigation

- 3.1. Data Collection and Record Research
 

Consultant shall request all available record information along the proposed project corridor from the City, franchise utilities and other agencies with facilities within the project corridor.

  - 3.1.1 Gather existing survey and topographic data
  - 3.1.2 Gather existing aerial photographs
  - 3.1.3 Gather existing water, sanitary sewer and storm sewer record drawings
  - 3.1.4 Gather existing and proposed paving, utility and development plans from City, and franchise utilities.
  - 3.1.5 Gather existing development plans
  - 3.1.6 Gather existing plat information
  - 3.1.7 Collect property owner and record information
  - 3.1.8 Gather existing and proposed right-of-way and easement information
  - 3.1.9 Gather existing franchise utility record information
  - 3.1.10 Obtain the City of College Station Wastewater Model from the City
- 3.2. Site Investigation
  - 3.2.1 Walk alignment corridor
  - 3.2.2 Document alignment corridor with photographs
  - 3.2.3 Identify potential alignments, conflicts and issues
- 3.3. Data Review with City
  - 3.3.1 Meet with City to review accuracy of record information

## 4. Design Survey

- 4.1. Utility and Property Owner Coordination
  - 4.1.1 Coordinate with DIG TESS to locate and mark existing franchise and public utilities prior to performing the field survey
  - 4.1.2 Prepare a notification to residents regarding survey of right-of-way and driveways on private property.
- 4.2. Topographic Survey
  - 4.2.1 The limits of the survey shall be as follows:
    - Limits shall be approximately 2,400 linear feet from the intersection of Texas Avenue to the intersection of Walton Drive.
    - Walton Drive approximately 300' north and 150' south of Francis Drive.
    - Survey will include back of curbs, sidewalks, centerline of roadway, storm sewer and visible utilities.
  - 4.2.2 Set control points (X,Y,Z) on the ground based on City of College Station monumentation.
  - 4.2.3 Prepare topographic design survey of the right-of-way showing existing visible elements and cross-sections at 50 foot intervals and major breaks.
  - 4.2.4 Survey existing driveways outside right-of-way limits for grade tie in elevations.
  - 4.2.5 Survey flow lines of sanitary and storm manholes and storm culverts.

- 4.2.6 Prepare a final topographic drawing in digital format (including one foot contours and breaklines) showing the features located in the field as well as right-of-way strip map information in accordance with the City of College Station Mapping Requirements dated May 2010, an ASCII coordinate file of the points located in the field, and a hard copy of the coordinates and feature descriptions
- 4.2.7 Survey data will be incorporated into previous survey prepared for the Eastgate Neighborhood Utility Rehabilitation project.

## 5. Geotechnical Investigation

- 5.1. Perform a geotechnical analysis of the site utilizing a qualified geotechnical laboratory to determine and characterize subsurface conditions and make recommendations regarding subgrade preparation, pavement design guidelines, backfill, embedment, compaction and conditions related to groundwater control. The geotechnical analysis shall include the following:
  - 5.1.1 Subsurface exploration including the following:
    - 4 borings to a depth of 15 feet
  - 5.1.2 Laboratory tests for classification purposes and strength characteristics
  - 5.1.3 Engineering services that address soil and groundwater conditions as well as recommendations for paving, bedding and earthwork
- 5.2. A geotechnical report will be furnished by the geotechnical engineer to present the results of the field and laboratory data as well as analyses and recommendations. Two (2) hard copies and one electronic copy of the report will be provided by the geotechnical engineer. The data contained in the geotechnical report will be made available to contractors during the bidding process for information purposes

## 6. Schematic Roadway Design (30%)

- 6.1. Field verification of survey and base map
- 6.2. Document design criteria chart (coordinate with City staff at the project kick-off meeting)
  - 6.2.1 Design speed (35 MPH)
  - 6.2.2 Pavement design parameters
  - 6.2.3 Horizontal alignment design criteria
  - 6.2.4 Vertical alignment design criteria
  - 6.2.5 Typical section requirements (lane, median, and sidewalk widths, etc.)
  - 6.2.6 Intersection design criteria
  - 6.2.7 Driveway design criteria
  - 6.2.8 Sidewalk and ramp design details
- 6.3. Meet with City staff to review and obtain direction on the preferred horizontal layout and typical sections
- 6.4. Schematic Roadway Design
  - 6.4.1 Prepare a roll plot format schematic exhibit for the corridor
  - 6.4.2 Establish roadway centerline and horizontal layout
  - 6.4.3 Prepare roadway vertical alignment
  - 6.4.4 Prepare transition plans to tie to the existing roadways
  - 6.4.5 Develop the project sewer shed service area map.
  - 6.4.6 Perform calculations to determine sewer flows and required pipe sizing.
  - 6.4.7 Prepare a plan view layout for water and sanitary sewer alignments
  - 6.4.8 Prepare a plan view layout for storm sewer alignments.
  - 6.4.9 Prepare typical sections
- 6.5. Compile and prepare an opinion of probable construction cost, in accordance with AACE standards, for the entire project using recent average unit bid prices which are representative of similar types of construction in the local area
- 6.6. Schematic design submittal (30%)
  - 6.6.1 Submit up to three (3) hard copies, if requested, and one electronic copy to the City for review and comment
  - 6.6.2 Submittal shall include the following:
    - Schematic design plans in roll plot format
    - Opinion of probable construction cost in accordance with AACE standards

- 6.7. Review Meeting  
6.7.1 Attend one (1) meeting with City staff to review the schematic design comments.

**7. Preliminary Roadway Design (60%)**

- 7.1. Meet with City staff to review public meeting comments and obtain direction for the proposed preliminary design (60%).
- 7.2. Preliminary Roadway Design
- 7.2.1 Prepare a preliminary roadway vertical alignment
- 7.2.2 Prepare a preliminary transition plans to tie to the existing roadways
- 7.2.3 Prepare plans for sidewalk and ramp design
- 7.2.4 Prepare typical sections
- Existing and Proposed
  - Preliminary subgrade and pavement design
- 7.2.5 Traffic Control Concept Plans
- Prepare traffic control and sequencing narrative
  - Prepare cross sections for construction traffic control phasing
  - Prepare conceptual traffic control plans showing construction phasing
- 7.2.6 Pavement Markers and Striping Plans
- Prepare pavement markers and striping layouts in accordance with City design standards and the Texas Manual of Uniform Traffic Control Devices (TMUTCD)
  - Prepare details to clarify intent of design
  - Compile applicable City standard details. Modify standard details as needed
  - Signing layout and design
- 7.3. Preliminary Drainage Design
- 7.3.1 Compile the hydrological and hydraulic data
- 7.3.2 Develop the project drainage area map
- 7.3.3 Determine conveyance paths, channel slopes, time of concentration, and runoff coefficients as required to calculate design-year flows
- 7.3.4 Analyze the existing and proposed drainage improvements required to accommodate the new roadway. Evaluate the need for any additional offsite drainage improvements and report to the City. The design of any additional offsite drainage improvements (if required) will be considered as Additional Services. Additional Services shall be performed only upon written authorization of the City.
- 7.3.5 Prepare a preliminary storm sewer and inlet plan with alignments and sizes
- 7.3.6 Prepare preliminary storm sewer profiles with design notes for stationing, size, slope, flow lines, and pipe material.
- 7.4. Preliminary Water and Sanitary Sewer
- 7.4.1 Adjustments to water and sanitary sewer required for altered roadway geometry will be shown. No other water and sanitary improvements are included.
- 7.5. Preliminary Plan Preparation
- 7.5.1 General Sheets (cover sheet, location map, sheet index, general notes, list of abbreviations, and legend)
- 7.5.2 Overall Dimensional and Survey Control Plan
- 7.5.3 Standard Details
- 7.5.4 Temporary Erosion Control
- 7.6. Preliminary Roadway Plan/Profile Preparation
- 7.6.1 Prepare (22"x34") Plan/Profile sheets at a 1"=20' horizontal and 1"=4' vertical scale
- 7.6.2 Plan view of the base map shall have all existing above ground features shown and clearly labeled along with existing property lines, easements and utilities based on field ties and record information
- 7.6.3 Plan view shall include proposed centerline alignment and horizontal curve data, sidewalks and proposed transition pavement tie-ins to existing pavement
- 7.6.4 Profile shall include design notes for stationing, vertical curve data and proposed drainage improvements including; size, flow-lines, pipe material, and length

- 7.6.5 Preliminary paving and drainage design details
- 7.6.6 Site verification of preliminary design
- 7.7. Preliminary Water and Sanitary Sewer Plan/Profile Preparation
  - 7.7.1 Prepare (22"x34") Plan/Profile sheets at a 1"=20' horizontal and 1"=4' vertical scale
  - 7.7.2 Plan view of the base map shall have all existing above ground features shown and clearly labeled along with existing property lines, easements and utilities based on field ties and record information
  - 7.7.3 Plan view shall include proposed centerline alignment and horizontal curve data, roadway improvements, and water and sanitary sewer improvements.
  - 7.7.4 Profile shall include design notes for stationing and proposed water and sanitary sewer improvements including; size, flow-lines, pipe material, and length
  - 7.7.5 Preliminary utility design details
  - 7.7.6 Site verification of preliminary design
- 7.8. Franchise Utility Coordination
  - 7.8.1 Contact franchise utilities to discuss existing and future lines along the project corridor
  - 7.8.2 Send one set of plans to each franchise utility for their review. Request each franchise utility to verify the size, type, and location of their utilities
  - 7.8.3 Coordinate with the franchise utilities. Notify the City if any relocations will be required (franchise utility relocation design is not included in this scope of services)
- 7.9. Compile and prepare an updated opinion of probable construction cost, in accordance with AACE standards, for the entire project using recent average unit bid prices which are representative of similar types of construction in the local area
- 7.10. Preliminary design submittal (60%)
  - 7.10.1 Submit up to three (3) half size hard copies, if requested, and one electronic copy to the City for review and comment
  - 7.10.2 Submittal shall include the following:
    - Preliminary design plans at half size – 11"x17"
    - Preliminary traffic control plan
    - Opinion of probable construction cost in accordance with AACE standards
- 7.11. Review Meeting
  - 7.11.1 Attend one (1) meeting with City staff to review the preliminary design comments

## 8. Final Design

- 8.1. Incorporate and/or respond to the City's preliminary design submittal review comments one (1) round of comments anticipated in proposed effort
- 8.2. Incorporate and/or respond to the franchise utilities' preliminary design submittal review comments. One (1) round of comments is anticipated in proposed effort
- 8.3. Prepare final general notes and details
- 8.4. Prepare final special technical specifications
- 8.5. Prepare updated opinion of probable construction cost in accordance with AACE standards
- 8.6. Final design submittal (90%)
  - 8.6.1 Submit up to three (3) hard copies, if requested, and one electronic copy to the City for review and comment
  - 8.6.2 Submittal shall include the following:
    - Final design plans at half size – 11"x17"
    - Special provisions, bid tab and technical specifications (for inclusion into the standard contract documents prepared by the City)
    - Opinion of probable construction cost in accordance with AACE standards. Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost

- 8.7. Review Meeting
  - 8.7.1 Attend one (1) meeting with City staff to review the final design (90%) comments.
- 8.8. TDLR Submittal Preparation
  - 8.8.1 The Consultant will assist the City with submittal of the project to a Registered Accessibility Specialist. The Consultant will provide the City with one (1) full size set of plans, if requested, and a completed project registration and submittal form.
- 8.9. Incorporate the final design (90%) submittal review comments. One (1) round of comments is anticipated in proposed effort.
- 8.10. Bid Document Submittal (100%)
  - 8.10.1 The Consultant will prepare one bid package for the project.
  - 8.10.2 Submit the following signed, sealed and dated final construction drawings, special provisions, bid form (in excel format) and specifications:
    - One (1) – copy of final design submittal in electronic PDF format
    - Three (3) – 22"x34" sets of construction drawings on bond paper

## 9. Bidding Phase Services

The following services will be provided for the project.

- 9.1. Provide assistance to the City during bidding by preparation and delivery of addenda for plan holders and responses to questions submitted by plan holders.
- 9.2. Attend a scheduled pre-bid conference
- 9.3. Attend bid opening

## 10. Construction Phase Services

The scope of services listed below may or may not be performed as part of our construction phase services. The Consultant's role during construction is limited and services are only provided upon request of the Client. The budgeted fee for this task is based upon approximately 75 hours of labor. Additional services beyond the hours budgeted will be an additional service outside the scope of this contract.

- 10.1. Pre-Construction Conference
  - 10.1.1 Consultant will attend a Pre-Construction Conference prior to commencement of Work at the Site
- 10.2. Visits to Site and Observation of Construction (maximum of 15 site visits)
  - 10.2.1 Consultant will provide on-site construction observation services during the construction phase. Consultant will make visits at intervals as directed by City in order to observe the progress of the Work. Such visits and observations by Consultant are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation of the Work based on Consultant's exercise of professional judgment. Based on information obtained during such visits and such observations, Consultant will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and Consultant will keep City informed of the general progress of the Work
  - 10.2.2 The purpose of Consultant's site visits will be to enable Consultant to better carry out the duties and responsibilities specifically assigned in this Agreement to Consultant, and to provide City a greater degree of confidence that the completed Work will conform in general to the Contract Documents. Consultant shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall Consultant have authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents
- 10.3. Recommendations with Respect to Defective Work



- 10.3.1 Consultant will recommend to City that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, Consultant believes that such work will not produce a completed Project that conforms generally to Contract Documents.
- 10.4. Clarifications and Interpretation
  - 10.4.1 Consultant will respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents to City as appropriate to the orderly completion of Contractor's work. Any orders authorizing variations from the Contract Documents will be made by City.
- 10.5. Change Orders
  - 10.5.1 Consultant may recommend Change Orders to City, and will review and make recommendations related to Change Orders submitted or proposed by the Contractor.
- 10.6. Shop Drawings and Samples
  - 10.6.1 Consultant will review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs
- 10.7. Substitutes and "or-equal"
  - 10.7.1 Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor in accordance with the Contract Documents, but subject to the provisions of applicable standards of state or local government entities.
- 10.8. Inspections and Tests
  - 10.8.1 Consultant may require special inspections or tests of Contractor's work as Consultant deems appropriate, and may receive and review certificates of inspections within Consultant's area of responsibility or of tests and approvals required by laws and regulations or the Contract Documents. Consultant's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Consultant shall be entitled to rely on the results of such tests and the facts being certified.
- 10.9. Disagreements between City and Contractor
  - 10.9.1 Consultant will, if requested by City, render written decision on all claims of City and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the progress of Contractor's work. In rendering such decisions, Consultant shall be fair and not show partiality to City or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
- 10.10. Applications for Payment
  - 10.10.1 Review of applications for payment are not included in this scope.
- 10.11. Substantial Completion
  - 10.11.1 Consultant will, promptly after notice from Contractor that it considers the entire Work ready for its intended use; in company with City and Contractor, conduct a site visit, and prepare a punch list of items to be completed prior to final acceptance, to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on the final punch list. If after considering any objections of City, Consultant considers the Work substantially complete; Consultant will notify City and Contractor.
- 10.12. Final Notice of Acceptability of the Work
  - 10.12.1 Consultant will conduct a final site visit to determine if the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list so that Consultant may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Consultant shall also provide a notice that the Work is generally in accordance with the Contract Documents to the

best of Consultant's knowledge, information, and belief based on the extent of its services and based upon information provided to Consultant upon which it is entitled to rely.

10.13. Consultant will attend one (1) year warranty walk through with Contractor and City at the City's request.

10.14. Limitation of Responsibilities

10.14.1 Consultant shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing the Work. Consultant shall not have the authority or responsibility to stop the work of any Contractor.

## **11. Construction Material Testing Services**

11.1. Consultant will engage a sub consultant to provide construction material testing services for the project during construction. The sub consultant Scope of Services for construction materials testing is attached as "Attachment A".

11.2. Consultant or their sub consultant shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall Consultant have authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the Work.

## **12. Record Drawings**

12.1. Obtain and review comments and field changes to the as-bid construction plans from City and/or Contractor.

12.2. Prepare record drawings based on comments and field changes. Since Consultant will not be providing resident engineering services and not observing on a full-time bases, we will not seal the record drawings. The record drawings will be provided in the following format:

- AutoCAD File (1) copy
- PDF (1) copy

## **Information to be provided by the City**

The City shall provide all information and criteria as to the City's requirements, City objectives, and expectations for the project including all design criteria that are to be met and all standards of development, design, or construction. Specific information to be provided by the City includes:

- Existing water, sanitary sewer, paving, and drainage record drawings
- All Deeds, Title Reports and Right-of-Entries required

## **Additional Services**

City and Consultant agree that the following services are beyond the Scope of Services described in the tasks above. However, Consultant can provide these services, if needed, upon the City's written request. Any additional amounts paid to the Consultant as a result of any material change to the Scope of the Project shall be agreed upon in writing by both parties before the services are performed. These Additional Services include, but are not limited to, the following:

- Preparation of a detailed Storm Water Pollution Prevention Plan (SWPPP)
- Furnish additional copies of review documents and/or bid documents in excess of the number of the same identified above
- Assist the City as an expert witness in litigation in connection with the project or in hearings before approving and regulatory agencies
- Redesign to reflect project scope changes requested by the City, required to address changed conditions or change in direction previously approved by the City, mandated by changing

governmental laws, or necessitated by the City's acceptance of substitutions proposed by the contractor

- Construction staking
- Retaining wall design
- "Value engineering" after bidding
- SWPPP inspections / coordination
- Any services not listed in the Scope of Services

**- End of Scope of Services -**

**FRANCIS DRIVE REHABILITATION PHASE III  
SCHEDULE**

Below is the anticipated schedule for design and bidding of the project.

Schematic Roadway Design	75 days
Preliminary Roadway Design (60%)	75 days
Final Design	45 days
Bidding Phase Services	60 days

**EXHIBIT B  
PAYMENT TERMS**

Compensation is based on **actual** hours of work/time devoted to providing the described professional services. The Consultant will be paid at a rate of \$\_\_\_\_\_ per hour, or at the rates per service or employee shown below. The City will reimburse the Consultant for **actual**, non-salary expenses at the rate of \_\_\_\_\_ percent (\_\_\_\_%) above the Consultant's actual costs, or at the rates set forth below. Unless amended by a duly authorized written change order, the total payment for all invoices on this job, including both salary and non-salary expenses, shall not exceed the amount set forth in paragraph 2.01 of this Contract: (\$\_\_\_\_\_).

The Consultant must submit **monthly** invoices to the City, accompanied by an explanation of charges, professional fees, services, and expenses. The City will pay such invoices according to its normal payment procedures.

**-OR-**

Payment is a fixed fee in the amount listed in paragraph 2.01 of this Contract. This amount shall be payable by the City pursuant to the schedule listed below and upon completion of the services and written acceptance by the City.

The Consultant may submit **monthly** invoices to the City, accompanied by an explanation of charges, professional fees, services, and expenses. The City will pay such invoices according to its normal payment procedures.

Schedule of Payment for each phase:

SEE ATTACHED FEE SCHEDULE

**EXHIBIT 'B'**  
**FRANCIS DRIVE REHABILITATION PHASE III**  
**FEE SUMMARY**

Payment to the CONSULTANT will be made as follows:

A. Invoice and Time of Payment

Monthly invoices will be issued by the Consultant 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 and phase of services (Design, Bid, Survey, etc.).

B. Payment is a fixed fee in the amount listed in paragraph 2.01 of this Contract. This amount shall be payable by the City pursuant to the schedule listed below. 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.

**Phase 1 Design**

1.0	Project Management	\$26,500
2.0	Public Involvement	\$14,000
3.0	Preliminary Investigation	\$7,000
4.0	Design Survey	\$15,000
5.0	Geotechnical Study	\$9,500
6.0	Schematic Roadway Design (30%)	\$34,500
7.0	Preliminary Roadway Design (60%)	\$57,500
8.0	Final Design	\$52,000
9.0	Bidding Phase Services	\$3,500
10.0	Construction Phase Services	\$13,500
11.0	Construction Materials Testing	\$35,750
12.0	Record Drawings	\$11,000

**Total Project Fee** **\$279,750**

---