

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM

Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

| | |
|-----------------------------|----------------------------|
| Date Submitted: 07/01/2009 | Submitted By: P.Batts |
| Court Agenda Date: 07/07/09 | Department: Engineering |
| | Phone Number: 281 633 7507 |

SUMMARY OF ITEM: Take all appropriate action to approve the Agreement between Fort Bend County and LJA Engineering and Surveying, Inc. regarding services for Teal Bend Boulevard Paving and Storm Sewer Facilities in an amount not to exceed \$55,000.00, Mobility Bond Project #____, Precinct 1. (Funds: Mobility Bonds)

RENEWAL AGREEMENT/APPOINTMENT YES NO
 REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES NO

FINANCIAL SUMMARY:

BUDGETED ITEM: YES NO

FUNDNG SOURCE: Accounting Unit: _____ Account Number: _____
 Activity (If Applicable): _____

DESCRIPTION OF LAWSOM ACCOUNT: _____

COUNTY CLERK
 RECEIVED
 JUL 01 2009

Instructions to submit Agenda Request Form:

- Completely fill out agenda form: incomplete forms will not be processed.
- Agenda Request Forms should be submitted by e-mail, fax, or inter-office mail, and all back-up information must be provided by Wednesday at 2:00 p.m. to all those listed below.
- All original back-up must be received in the County Judge's Office by 2:00 p.m. on Wednesday.

DISTRIBUTION:
 Original Form Submitted with back up to County Judge's Office (✓ when completed)
 If by E-Mail to ospindon@co.fort-bend.tx.us If by Fax to (281) 341-8609

Distribute copies with back-up to all listed below. If by fax, send to numbers below:

| | |
|--|--|
| <input type="checkbox"/> Auditor (281-341-3774) | <input type="checkbox"/> Comm. Pct. 1 (281-342-0587) |
| <input type="checkbox"/> Budget Officer (281-344-3954) | <input type="checkbox"/> Comm. Pct. 2 (281-403-8009) |
| <input type="checkbox"/> Facilities/Planning (281-633-7022) | <input type="checkbox"/> Comm. Pct. 3 (281-242-9060) |
| <input type="checkbox"/> Purchasing Agent (281-341-8642) | <input type="checkbox"/> Comm. Pct. 4 (281-980-9077) |
| <input type="checkbox"/> Information Technology (281-341-4526) | <input type="checkbox"/> County Clerk (281-341-8697) |
| <input type="checkbox"/> Other: | <input type="checkbox"/> County Atty (281-341-4557) |

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify):

7-23-09 2 orig. ret. to Paulette at Engineering

ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the Fort Bend County, Texas, hereinafter called “the County” and LJA Engineering & Surveying, Inc., hereinafter called “Engineer.”

WITNESSETH

WHEREAS, Fort Bend County proposes to construct the remaining eastern and north bound lane of Teal Bend Boulevard from Teal Run Section 11 to Trammel-Fresno Road to in Fort Bend County, Texas, called (“the Project”);

WHEREAS, Fort Bend County desires to enter into an agreement for the performance by Engineer of professional services during the Project;

WHEREAS, the County has determined that this Agreement is for personal or professional services and therefore exempt from competitive bidding under Chapter 262, local government code; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

AGREEMENT

1. General

The Engineer shall render professional services to the County related to the Project as defined in the Scope of Services in Attachment A.

The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of Engineer’s profession practicing under similar conditions at the same time and in the same locality.

2. Compensation and Payment

- a. The Maximum Compensation under this contract is \$55,000.00. In no case shall the amount paid under this contract exceed the Maximum Compensation without an approved change order.

Compensation for the performance of services within the Scope of Services described in Attachment A will be paid as a lump sum amount not to exceed \$55,000.00. Progress payments for authorized work detailed in Attachment A will be made when the engineer has attained a level of completion equal to or greater than agreed upon milestones of completion in the reasonable opinion of the owner.

- b. All performance of the Scope of Services and any Additional Services including changes in the contractual scope of work and revision of work satisfactorily performed will be performed only when approved in advance and authorized by the County. Payment will be made on the basis of project completion certification and in accordance with those payment procedures set forth in subparagraph d below.
- c. The cost of all subcontractors employed by the Engineer to perform services specified in this Agreement are included in the Lump Sum Amount referenced in 2.a.
- d. It is understood and agreed that monthly payments will be made to the Engineer by the County based on the following procedures: On or about the fifteenth day of each month during the performance of services hereunder and on or about the eighth day of the month following completion of all services hereunder, the Engineer shall submit to the County two (2) copies of invoices showing the amounts due for services performed during the previous month, set forth separately for work under this Agreement and for additional services (accompanied by a progress report indicating the percent complete for the schedule of values describing the tasks described by the scope of work in a form acceptable to the County.) The County shall reserve the right to withhold payment pending verification of satisfactory work performed. The County shall review such invoices and approve them within 30 calendar days with such modifications as are consistent with this Agreement and forward same to the Auditor. The County shall pay each such approved invoice within thirty (30) calendar days. Final Payment does not relieve the Engineer of the responsibility of correcting errors and/or omissions resulting from its negligence.

3. Time of Performance

It is understood and agreed that the time for performance of the Engineer's services under this Agreement shall begin with receipt of the Notice to Proceed and end 720 calendar days from that date. Tasks described under written Work Authorizations shall be completed in accordance with the schedules provided in said Work Authorizations or within such additional time as may be extended by the County.

4. The County's Option to Terminate

- a. The County has the right to terminate this Agreement at its sole option at any time, with or without cause, by providing 30 days written notice of such intentions to terminate and by stating in said notice the "Termination Date" which shall be less than 30 days later than the actual receipt of such written notice by the Engineer. Upon such termination, the County shall compensate the Engineer in accordance with paragraph 2, above, for those services which were provided under this Agreement prior to its termination and which have not been previously invoiced to the County. The Engineer's final invoice for said services will be

presented to and paid by the County in the same manner set forth in paragraph 3(b), above.

- b. Termination of this Agreement and payment as described in subparagraph (a) of this Paragraph shall extinguish all rights, duties, obligations, and liabilities of the County and the Engineer under this Agreement and this Agreement shall be of no further force and effect, provided, however, such termination shall not act to release the Engineer from liability for any previous default either under this Agreement or under any standard of conduct set by common law or statute. The obligations in Paragraph 6 shall survive the termination of this Agreement.
- c. If the County terminates this Agreement as provided in this paragraph, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to the Engineer.
- d. The County's rights and options to terminate this Agreement, as provided in any provision of this Agreement shall be in addition to, and not in lieu of, any and all rights, actions and privileges otherwise available under law or equity to the County by virtue of this Agreement or otherwise. Failure of the County to exercise any of its said rights, actions, options or privileges to terminate this Agreement as provided in any provision of this Agreement shall not be deemed a waiver of any rights, actions or privileges otherwise available under the law or equity with respect to any continuing or subsequent breaches of this Agreement or of any other standard of conduct set by common law or statute.
- e. A reproducible copy of all completed and partially completed documents prepared under this Agreement shall be delivered to the County within 30 days or upon Engineer's receipt of termination payment, whichever is sooner, when and if this Agreement is terminated.

5. Inspection of the Engineer's Books and Records

The Engineer will permit the County, or any duly authorized agent of the County, to inspect and examine the books and records of the Engineer for the purpose of verifying the amount of work performed on the Project. County's right to inspect survives the termination of this Agreement for a period of four years.

6. Ownership and Reuse of Documents

All documents, including original drawings, electronic files, correspondence, estimates, specifications, field notes, and data created, produced, developed or prepared by Engineer or its approved outside advisory or support consultants (collectively, the "Documents") shall be the property of the County subject to all of the following terms and conditions; provided, however, County shall not own and shall have no right to receive any documents not deemed "final" by the Engineer until termination of this Agreement. Engineer will deliver the Documents to County within 30 days of the termination of this agreement and may retain a set of reproducible record copies of the Documents, provided that the Engineer has received full compensation due pursuant to the terms of this

Agreement. It is mutually agreed that County will use the Documents solely in connection with the Project and for no other purposes, except with the express written consent of the Engineer, which consent will not be unreasonably withheld. Any use of the Documents without the express written consent of the Engineer will be at The County's sole risk and without liability or legal exposure to Engineer.

County shall also be the owner of all intellectual property rights of the services rendered hereunder, including all rights of copyright therein. It is the intention of Engineer and County that the services provided are a "work for hire" as the term is used in the federal Copyright Act. Moreover, Engineer hereby agrees to assign, and by these presents, does assign to County all of Engineer's worldwide right, title and interest in and to such work product and all rights of copyright therein.

Engineer agrees that all trademarks, trade names, service marks, logos, or copyrighted materials of County that Engineer is permitted to use in connection with the services will not be used without County's consent and shall remain in the sole and exclusive properties of County and this Agreement does not confer upon Engineer any right or interest therein or in the use thereof.

7. Personnel, Equipment, and Material

- a. The Engineer represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the Scope of Services required under this Agreement and that the Engineer shall furnish and maintain, at its own expense, adequate and sufficient personnel and equipment, in the opinion of the County, to perform the Scope of Services when and as required and without delays. It is understood that the County will approve assignment and release of all key Engineer personnel and that the Engineer shall submit written notification of all key Engineer personnel changes for the County's approval prior to the implementation of such changes. For the purpose of this agreement, key Engineer personnel are defined as: William T. Ehler, P.E. Services described in this Agreement shall be performed under the direction of an engineer licensed to practice professional engineering in the State of Texas.
- b. All employees of the Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of the Engineer who, in the opinion of the County, is incompetent or by his conduct becomes detrimental to the Project shall, upon request of the County, immediately be removed from association with the Project.
- c. Except as otherwise specified, the Engineer shall furnish all equipment, transportation, supplies, and materials required for its operation under this Agreement.

8. Items to be furnished to Engineer by the County

The following items will be supplied to the Engineer:

- a. Copies of preliminary studies by others. Preliminary studies include geotechnical studies, environmental/wetland studies, etc. associated with project site.
- b. Assistance in coordination with all utility companies.
- c. Assistance in coordination with all public and governmental entities.

9. Subletting

The Engineer shall not sublet, assign, or transfer any part of its rights or obligations in this Agreement without the prior written approval of the County. Responsibility to the County for sublet work shall remain with the Engineer.

10. Conference

At the request of the County, the Engineer shall provide appropriate personnel for conferences at its offices, or attend conferences at the various offices of the County, or at the site of the Project, and shall permit inspections of its offices by the County, or others when requested by the County.

11. Appearance as Witness

If requested by the County, or on its behalf, the Engineer shall prepare such engineering exhibits and plans as may be requested for all hearings and trials related to the Project and, further, it shall prepare for and appear at conferences at the office of the County's Executive Director and shall furnish competent expert engineering witnesses to provide such oral testimony and to introduce such demonstrative evidence as may be needed throughout all trials and hearings with reference to any litigation relating to the Project. Trial preparation and appearance by the Engineer in courts regarding litigation matters are Additional Services and compensation will be made in accordance with the schedule contained in Attachment C.

12. Compliance with Laws

The Engineer shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, the Engineer shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

13. Insurance

The Engineer shall obtain and maintain, throughout the term of the Agreement, insurance of the types and in the minimum amounts set forth below.

The Engineer shall furnish certificates of insurance to the County evidencing compliance with the insurance requirements hereof. Certificates shall indicate name of the Engineer, name of insurance company, policy number, term of coverage and limits of coverage. The Engineer shall cause its insurance companies to provide the County with at least 30 days prior written notice of any reduction in the limit of liability by endorsement of the policy, cancellation or non-renewal of the insurance coverage required under this Agreement. The Engineer shall obtain such insurance from such companies having a Bests rating of B+/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

- a. Workers' Compensation insurance in accordance with the laws of the State of Texas, or state of hire/location of Services, and Employers' Liability coverage with a limit of not less than \$500,000 each employee for Occupational Disease, \$500,000 policy limit for Occupational Disease; and Employer's Liability of \$500,000 each accident.
- b. Commercial General Liability insurance including coverage for Products/Completed Operations, Blanket Contractual, Contractors' Protective Liability Broad Form Property Damage, Personal Injury/Advertising Liability, and Bodily Injury and Property Damage with limits of not less than:

| | |
|-------------|---|
| \$1,000,000 | general aggregate limit |
| \$325,000 | each occurrence, combined single limit |
| \$325,000 | aggregate Products, combined single limit |
| \$325,000 | aggregate Personal Injury/Advertising Liability |
| \$50,000 | Fire Legal Liability |
| \$5,000 | Premises Medical |
- c. Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$300,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.
- d. Umbrella Excess Liability insurance written as excess of Employer's Liability, with limits not less than \$2,000,000 each occurrence combined single limit.
- e. Professional Liability insurance with limits not less than \$1,000,000 each claim/annual aggregate.

The County and the County Commissioners shall be named as additional insureds to all coverages required above, except for those requirements in paragraphs "a" and "e." All policies written on behalf of the Engineer shall contain a waiver of subrogation in favor of the County and the County Commissioners, with the exception of insurance required under paragraph "e."

14. Indemnification

With respect to claims brought by third parties against either Engineer or the County relating to the property or facilities with respect to which this Agreement pertains, Engineer and the County agree as follows:

- a. **ENGINEER WILL INDEMNIFY AND HOLD HARMLESS THE COUNTY, ITS DIRECTORS, OFFICERS, AND EMPLOYEES AGAINST ANY CLAIMS, DEMANDS OR CAUSES OF ACTION; AND COSTS, LOSSES, LIABILITIES, EXPENSES AND JUDGMENTS INCURRED IN CONNECTION THEREWITH, INCLUDING REASONABLE ATTORNEY'S FEES AND COURT COSTS, BROUGHT BY ANY OF ENGINEER'S EMPLOYEES OR REPRESENTATIVES, OR BY ANY OTHER THIRD PARTY, BASED UPON, IN CONNECTION WITH, RESULTING FROM OR ARISING OUT OF THE NEGLIGENT ACTS, ERRORS OR OMISSIONS OF ENGINEER; HOWEVER, ENGINEER'S CONTRACTUAL OBLIGATION OF INDEMNIFICATION SHALL NOT EXTEND TO THE NEGLIGENCE OR OTHER FAULT OF THE COUNTY OR STRICT LIABILITY IMPOSED UPON THE COUNTY AS A MATTER OF LAW (INCLUDING STRICT LIABILITY IMPOSED UPON THE COUNTY AS A RESULT OF THE CONDITION OF THE PROPERTY OR FACILITIES WITH RESPECT TO WHICH THIS AGREEMENT PERTAINS).**
- b. In the event that both the County and Engineer are adjudicated negligent or otherwise at fault or strictly liable without fault with respect to damage or injuries sustained by the claimant, each shall be responsible for its own costs of litigation and pro rata share of damages as determined by the proceedings.

It is a condition precedent to the indemnitor's contractual obligation of indemnification under this Agreement that the party seeking indemnity shall provide written notice of a third party claim, demand or cause of action within 30 days after such third party claim, demand or cause of action is received by the party seeking indemnity. It is a further condition precedent to the indemnitor's contractual obligation of indemnification under this Agreement that the indemnitor shall thereafter have the right to participate in the investigation, defense and resolution of such third party claim.

15. Dispute Resolution

Except as expressly provided in Section 4. Termination, if a dispute arises out of, or relates to, the breach thereof, and if the dispute cannot be settled through negotiation, then the County and the Engineer agree to submit the dispute to mediation. In the event the County or the Engineer desires to mediate any dispute, that party shall notify the other party in writing of the dispute desired to be mediated. If the parties are unable to resolve their differences within 10 days of the receipt of such notice, such dispute shall be submitted for mediation in accordance with the procedures and rules of the American Arbitration Association (or any successor organization) then in effect. The deadline for submitting the dispute to mediation can be changed if the parties mutually agree in writing to extend the time between receipt of notice and submission to mediation. The

expenses of the mediator shall be shared 50 percent by the County and 50 percent by the Engineer. This requirement to seek mediation shall be a condition required before filing an action at law or in equity.

16. Delivery of Notices, Etc.

- a. All written notices, demands, and other papers or documents to be delivered to the County under this Agreement shall be delivered to the Fort Bend County Engineer, P.O. Box 1449, Rosenberg, Texas 77471-1449, Attention: Jesse Hegemier, or at such other place or places as it may from time to time designate by written notice delivered to the Engineer. For purposes of notice under this Agreement, a copy of any notice or communication hereunder shall also be forwarded to the following address: Fort Bend County Clerk, 301 Jackson Street, Richmond, Texas 77469, Attention: County Judge.
- b. All written notices, demands, and other papers or documents to be delivered to the Engineer under this Agreement shall be delivered to William T. Ehler, P.E., 2929 Briarpark Drive, Suite 600, Houston, TX 77042, or such other place or places as the Engineer may designate by written notice delivered to the County.

17. Reports of Accidents, Etc.

Within 24 hours after the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the Engineer), whether or not it results from or involves any action or failure to act by the Engineer or any employee or agent of the Engineer and which arises in any manner from the performance of this Agreement, the Engineer shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The Engineer shall also immediately send the County a copy of any summons, subpoena, notice, and other documents served upon the Engineer, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Engineer's performance of work under this Agreement.

18. The County's Acts

Anything to be done under this Agreement by the County may be done by such persons, corporations, or firms as the County may designate.

19. Limitations

Notwithstanding anything herein to the contrary, all covenants and obligations of the County under this Agreement shall be deemed to be valid covenants and obligations only to extent authorized by the Act creating the County and permitted by the laws and the Constitution of the State of Texas. This Agreement shall be governed by the laws of the State of Texas, and no officer, director, or employee of the County shall have any personal obligation hereunder.

20. Captions Not a Part Hereof

The captions of subtitle of the several sections and divisions of this Agreement constitute no part of the content hereof, but are only labels to assist in locating and reading the provisions hereof.

21. Controlling Law, Venue

This Agreement shall be governed and construed in accordance with the laws of the State of Texas. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all disputes arising hereunder and waive the right to sue or be sued elsewhere.

22. Successors and Assigns

The County and the Engineer bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this Agreement.

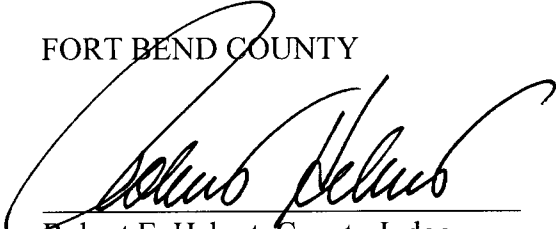
23. Appendices

The Appendices attached to this Agreement, which consists of:

- | | |
|--------------|------------------------------------|
| Attachment A | Scope of Services and Fee Schedule |
| Attachment B | Schedule of Hourly Rates |
| Attachment C | Project Limits Exhibit |

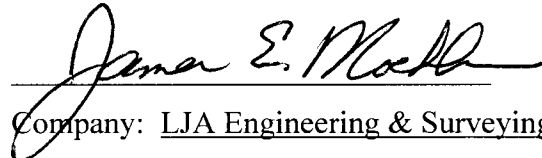
IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the 7 day of July, 2009.

FORT BEND COUNTY



Robert E. Hebert, County Judge

ENGINEER



Company: LJA Engineering & Surveying, Inc.

Name: James E. Moehlman, P.E.

Title: Senior Vice President

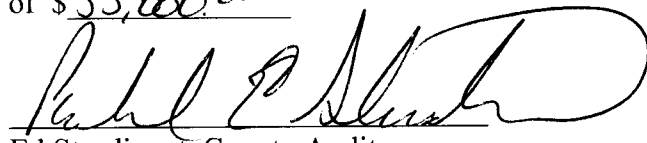
ATTEST:



Dianne Wilson, County Clerk

AUDITOR'S CERTIFICATE:

I hereby certify that funds are available to
Pay the County's obligation in the amount
of \$ 55,000.00



Ed Sturdivant, County Auditor

LJA Engineering & Surveying, Inc.

2929 Briarpark Drive Phone 713.953.5200
Suite 600 Fax 713.953.5026
Houston, Texas 77042-3703 www.ljaengineering.com

June 26, 2009

REVISED PROPOSAL

Mr. D. Jesse Hegemier, PE
Fort Bend County Engineer
Fort Bend County Engineering Department
1124 Blume Road
Rosenberg, Texas 77471

Re: Engineering Services for Teal Bend Boulevard
 Paving and Storm Sewer Facilities
 Fort Bend County, Texas
 LJA Proposal No. 09-0505

Dear Mr. Hegemier:

LJA Engineering & Surveying, Inc. (LJA) is pleased to present this proposal for your review and approval. The referenced project will include engineering services associated with the design and construction of the eastern lane of Teal Bend Boulevard which is approximately 1,800 feet long. This roadway project will include the north bound lane from Teal Run Section 11 to existing Trammel-Fresno Road. Based on limited information for the project site, we have estimated the construction cost for this project to be approximately \$587,000 which includes a 15% contingency (estimate attached). Engineering Services for the purpose of this proposal will include the following items:

SCOPE OF SERVICES

Basic Services Include:

1. Design Surveys and Limited Control Surveys.
2. Preparation of Construction Plans and Specifications.
3. Assist County's consultant in Public Bidding of Project.

Additional Services Include:

1. Preparation of Storm Water Pollution Prevention Plan (SWPPP). Includes submission of Notice of Intent and Notice of Termination on behalf of Fort Bend County.
2. Preparation of Temporary and Permanent Traffic Control Plan.
3. Coordination of Construction Documentation (CPS).

We understand that a street dedication plat will not be required since Fort Bend County has already obtained the additional road right-of-way. Therefore, platting services are not within the scope of services of this proposal. Additionally, we understand that Fort Bend County will provide an inspector during construction and LJA will not be required to provide a Project Field Representative. Furthermore, we understand that Fort Bend County's engineering consultant, Klotz Associates will coordinate the bidding of this project. LJA will assist the County's consultant in the bidding of the project. Finally, this project scope does not include geotechnical or environmental/wetland professional services.



Mr. D. Jesse Hegemier, PE
Fort Bend County Engineering Department
June 26, 2009
Page 2

FEE SCHEDULE

We propose these services and corresponding fees in accordance with our proposed Engineering Services Agreement (ESA). We propose to perform these services for the project as detailed below.

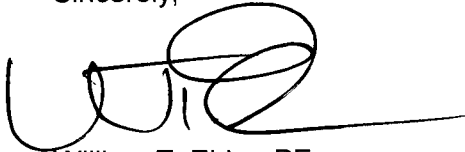
| Phase | Description | Fee Basis | Fee |
|--------------|------------------------------------|------------------|--------------------|
| 201 | Design and Limited Control Surveys | Lump Sum | \$ 8,500.00 |
| 401 | Design, Specifications and Bidding | Lump Sum | \$31,500.00 |
| 402 | Additional Services | Lump Sum | \$10,000.00 |
| Z99 | Reimbursable Expenses | Lump Sum | <u>\$ 5,000.00</u> |
| | Total | | \$55,000.00 |

Engineering services will be provided on a lump sum basis. Reimbursable expenses will include City of Houston review fees, reproduction, printing, mileage, etc. Reimbursable expenses do not include costs associated with advertisements. It is our understanding that the consultant for Fort Bend County, Klotz Associates will deal with these expenses.

If this proposal meets with your approval, please execute both copies of this proposal, returning one copy to our office and keeping the other for your records.

We appreciate the opportunity to submit this proposal and look forward to working with you on this project. If you have any questions, please call me at 713.953.5028.

Sincerely,



William T. Ehler, PE
Senior Project Manager

WTE/rca

Attachments

**APPROVED FOR
FORT BEND COUNTY ENGINEERING**

By: 

Name: D. Jesse Hegemier

Date: County Engineer



2929 Briarpark Drive
Suite 600
Houston, Texas 77042-3703

Phone 713.953.5200
Fax 713.953.5026
www.ljaengineering.com

**ATTACHMENT "B"
SCHEDULE OF HOURLY RATES**

| | <u>Lowest</u> | <u>Highest</u> |
|---|---------------|----------------|
| Department Head (VP, Dept. Manager, Sr. PM) | \$50.00 | \$88.00 |
| Project Manager | \$39.00 | \$75.00 |
| Engineer (Grad. Eng., EIT, APM, Proj. Coord.) | \$29.00 | \$50.00 |
| Sr. Planner | \$35.00 | \$60.00 |
| Planner | \$29.00 | \$50.00 |
| Sr. Landscape Architect | \$35.00 | \$60.00 |
| Landscape Architect | \$29.00 | \$50.00 |
| Designer | \$26.00 | \$43.00 |
| Resident Project Representative | \$26.00 | \$39.00 |
| GIS Developer | \$35.00 | \$60.00 |
| GIS Analyst | \$25.00 | \$35.00 |
| Clerical (Construction Admin. Assistant) | \$18.00 | \$35.00 |
| Survey Technician | \$33.00 | \$40.00 |
| Project Surveyor | \$41.00 | \$49.00 |
| CADD Operator (CADD Technician) | \$18.00 | \$37.00 |

PAYROLL BURDEN INCLUDES THE FOLLOWING:

- FICA
- Federal Unemployment Insurance
- State Unemployment Insurance
- Medical/Life Insurance
- ESOP/Retirement Benefits
- Merit Bonuses
- Employee Reimbursables
- Sick Pay
- Holiday Pay
- Vacation Pay
- Workman's Compensation Insurance
- Disability Insurance



SCHEDULE OF HOURLY RATES

Personnel Charges

Services performed by staff shall be billed on the basis of "labor cost" of each employee times a multiplier of 2.2.

Labor cost is defined as the cost of salaries paid to the Engineer's personnel plus payroll burden, for social security contributions, federal and state unemployment taxes, retirement benefits, medical and insurance benefits, sick leave, vacation, and holiday pay applicable thereto.

Principals will be billed at a rate of \$175/hour.

Senior Consultants will be billed at a rate of \$200/hour.

Intergraph CADD system will be billed at a rate of \$25/hour plus operator time.

Expert Witness duties will be billed at a rate of \$350/hour.

Reimbursable expenses such as reproduction, telephone, out-of-town travel expenses and other non-labor charges directly related to the project will be billed at cost plus 10% in addition to the fees agreed upon for services rendered. Vehicle mileage other than survey will be charged at a rate of \$0.55 per mile. Filing fees, permit fees and other special charges which are advanced on behalf of the client will be billed on a similar basis plus a 10% service charge.

Surveying Services

Field party rate includes personnel, normal equipment, and supplies. Client requested overtime shall be 1.5 times standard rate.

| | |
|-----------------------|---------------|
| Survey Field Crew | \$135.00/Hour |
| GPS | \$ 50.00/Hour |
| Robotic Total Station | \$ 25.00/Hour |
| All Terrain Vehicle | \$ 50.00/Day |

Survey / project representative mileage shall be charged at the rate of \$0.73 per mile for all travel.

Billings

Billings for services rendered will be made monthly and payment is requested within fifteen (15) days of receipt of invoice. Unless special arrangements are made, a finance charge of 1.5% per month will be added to unpaid balances more than thirty (30) days old. LJA Engineering & Surveying, Inc. reserves the right to stop work should invoices not be paid within the stated terms. The amount of any excise, VAT or gross receipts tax that may be imposed for professional services shall be added to the compensation as determined above.

LJA Engineering & Surveying, Inc. makes no warranty, either expressed or implied, as to its services, including preparation of plans and specifications, cost estimates, surveys or professional advice, except that they are prepared, issued and performed in accordance with generally accepted professional engineering and surveying practices. Owner agrees that the liability of LJA Engineering & Surveying, Inc. for any negligence, error or omission in connection with the services provided shall not exceed the total compensation received for said services.

ATTACHMENT C

