

## PROFESSIONAL SERVICES AGREEMENT

Between

The VILLAGE OF HEBRON

and

Bird+Bull, Inc.

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THIS IS AN AGREEMENT made as of \_\_\_\_\_, 2019, between the VILLAGE OF HEBRON, with its main office located at 934 W. Main, Hebron, OH 43025 (VILLAGE) and Bird+Bull, Inc., an Ohio Corporation with its main office located at 3500 Snouffer Rd., Suite 225, Columbus, OH 43235 (CONSULTANT). This agreement shall be in effect until December 31, 2020.

Witnesseth, that in consideration of the mutual covenants and agreement herein contained, the parties hereto do mutually agree as follows:

### **PART 1 - SERVICES OF THE CONSULTANT**

#### **1.1. General Consultation / VILLAGE Engineer Services**

- A. CONSULTANT shall serve as a "Consulting Village Engineer" and assist and advise the Mayor, Village Administrator, Development Department and Council on planning, engineering, and construction matters. CONSULTANT will provide plan reviews and technical assistance to Staff, Council, Boards and Commissions, etc. as requested by Village.
- B. The CONSULTANT shall assign and provide details of a qualified individual to act as the "Consulting Village Engineer" whom has direct supervisory charge of general consultation tasks and will serve as the CONSULTANT's main point of contact with VILLAGE. The Person(s) assigned by the CONSULTANT are subject to approval by the VILLAGE.
- C. CONSULTANT will review and address engineering and project planning questions from staff, residents, developers, project partners, etc.
- D. CONSULTANT will attend meetings at the request of VILLAGE to present and discuss engineering topics.
- E. Maintenance of standards to include updates to standard construction drawings and review of engineering practices and design manuals.
- F. CONSULTANT will provide VILLAGE with the following services associated with private development projects:
  - 1. Private site improvement plan reviews.
  - 2. Plan reviews of public improvements that are constructed in conjunction with private site developments (utility extensions, public roadway extensions, etc.).
  - 3. Storm water design reviews.
  - 4. Sanitary Sewer Design Reviews.
  - 5. Reviews of studies, applications, exhibits and cost estimates associated with Development.

- G. Coordination with outside agencies and project partners to include MORPC, LCATS, ODOT, Licking County, Township(s), Etc.
- H. CONSULTANT shall be an independent contractor and not an agent of the VILLAGE and shall direct and supervise the professional services as required by this contract with the VILLAGE. The CONSULTANT shall be responsible for means, methods, techniques and sequences and proceedings associated with CONSULTANT's work and shall be responsible for the acts and omissions of its employees, agents and any other persons/sub-consultants providing services under this contract with the VILLAGE.

## **1.2. Capital Improvement Plan (CIP) - Design and Construction Phase Services**

- A. The Services to be provided by the CONSULTANT for specific projects will be detailed in a duly executed individual Project Proposal. Each Project Proposal will indicate the specific tasks and functions to be performed and deliverables to be provided.
- B. This agreement is not a commitment by the VILLAGE to CONSULTANT to authorize Project Proposals for CIP work.
- C. The general format of the Project Proposal is shown in Exhibit A.
- D. CONSULTANT is to provide the VILLAGE anticipated hours needed to complete CONSULTANT's tasks as identified by the VILLAGE. Hours shall be broken down by specific tasks and individual classifications.
- E. In the event the VILLAGE allows the CONSULTANT to develop the scope of services, the CONSULTANT shall provide anticipated hours needed to achieve the VILLAGE's objectives.
- F. The CONSULTANT shall not be obligated to perform any CIP design and/or construction phase services unless and until the VILLAGE and CONSULTANT agree as to the particulars of the specific project, CONSULTANT's services, compensation, and other appropriate matters and such agreement is put in writing.
- G. The CONSULTANT shall assign and provide details of a qualified individual to act as the "Project Manager" whom has direct supervisory charge of VILLAGE projects. The CONSULTANT shall also provide details and assign a qualified "Project Engineer", if different than "Project Manager", whom is responsible for primary production activities. Persons assigned by the CONSULTANT are subject to approval by the VILLAGE.
- H. Upon authorization by VILLAGE of CIP Project Proposal's, CONSULTANT shall furnish all personnel, equipment, and material necessary to perform engineering, surveying, construction administration, and other project-specific consultation services as follows:
  - 1. Provide complete and detailed plans, including necessary field work, specifications, and estimates of cost. Provide, assemble, and advertise bid packages using VILLAGE's bidding and contract document template.
  - 2. Furnish to VILLAGE at cost the necessary copies of detailed plans, specifications, estimates, and contract documents required for the prosecution of work. Plans, field books, and field records shall become property of VILLAGE, but shall remain in the files of CONSULTANT for future reference.
  - 3. Assist at all lettings, tabulate proposals and bids, and report same to VILLAGE.

4. Present plans to and assist in obtaining approval of such plans from any Village, County State or Federal Department of other political subdivision, which may have jurisdiction in the development of the project.
5. Provide land surveying field personnel to perform topographic survey, boundary survey and construction layout staking.
6. Provide project representation during construction to be an interpreter and arbitrator of the plans and specifications and make every reasonable effort to protect VILLAGE against deficiencies in Contractor's work.
7. Consult and advise with the VILLAGE on matters that arise during the construction phase of the project.
8. Review and recommend pay estimates and change orders.
9. Review completed work and submit a final report for the acceptance of construction project. The issuance of final report does not make CONSULTANT responsible for any deficiencies in the work that were not discovered or apparent at time of report.

### **1.3. Industrial Pretreatment Program (IPP) – Consulting Services**

- A. The Services to be provided by the CONSULTANT for the IPP includes, but is not limited to, the following:
  1. Participate in annual and periodic inspections of Industrial Users (IU's) that are part of the IPP and of facilities that have the potential to be placed on the IPP;
  2. Prepare for these inspections and provide summaries of each inspection;
  3. Maintain maps of possible sources of pollution for each IU;
  4. Collect receive and analyze periodic reports from the IU's and incorporate the data into the Village's database;
  5. Identify IU's in violation of the Village's IPP and prepare fines/fees for distribution to the violators;
  6. Prepare quarterly and annual reports for submission to OEPA;
  7. Participate and host periodic OEPA audits of the program;
  8. Communicate with IU's or IU partners (such as laboratories) regarding the requirements of the IPP;
  9. Respond to inquiries from IU's and their partners;
  10. Issue permits to each IU to authorize discharge of industrial waste into the Village's collection system;
  11. Conduct periodic reviews of the Village's control mechanisms to ensure that they are current and to determine effectiveness. This includes the Sewer Use Ordinances, the Enforcement Response Plan, and the Enforcement Response Guide and;

12. Designate a responsible person on CONSULTANT'S staff to serve as Pretreatment Coordinator in accordance with the rules and regulations outlined by EPA.

- B. Work will be performed as diligently as possible and will be billed on an hourly basis in accordance with the terms of this agreement and in accordance with the fee schedules contained herein.

## **PART 2 – VILLAGE'S RESPONSIBILITIES**

### **2.1. VILLAGE's Responsibilities**

- A. The VILLAGE shall provide full information, which shall set forth the VILLAGE's objectives, schedule, constraints, and budget within reasonable contingencies and criteria.
- B. The VILLAGE shall provide full information, observation reports, testing reports & quantity information during the Construction Phase to the CONSULTANT. The CONSULTANT may use this information in performing or furnishing services under this agreement.
- C. VILLAGE shall make decisions and carry out its other responsibilities in a timely manner and shall bear costs incident thereto so as not to delay the services of the CONSULTANT.
- D. VILLAGE shall provide requirements, programs, instruction, reports, data, and other information to CONSULTANT pursuant to this Agreement. CONSULTANT may use such information in performing or furnishing services under this Agreement.

## **PART 3 – GENERAL CONSIDERATIONS**

### **3.1. Standards and Parameters of Performance**

- A. CONSULTANT shall be responsible for the technical accuracy of its services and documents. This VILLAGE shall not be responsible for discovering deficiencies. CONSULTANT shall correct deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in VILLAGE furnished information.
- B. CONSULTANT shall serve as VILLAGE's prime professional under each individual CIP Project Proposal. CONSULTANT may employ such subconsultants as CONSULTANT deems necessary to assist in the performance or furnishing of the services with approval of VILLAGE.
- C. CONSULTANT shall comply with applicable laws or regulations and VILLAGE mandated standards. This Agreement is based on these requirements as of the effective date of each individual CIP Project Proposal. Changes to these requirements after the effective date of each individual Project Proposal may be the basis of modification to VILLAGE's responsibilities or to CONSULTANT's scope of services, times or performance, or compensation if the law so requires.

- D. If CONSULTANT provides services during the construction phase of any Project, CONSULTANT shall not supervise, direct, or have control over a Contractor's work, nor shall CONSULTANT have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by a Contractor, for safety precautions and programs incident to a Contractor's work in progress, nor for any failure of a Contractor to comply with laws and regulations applicable to a Contractor's furnishing and performing the work.
- E. CONSULTANT shall not be responsible for the acts or omissions of any Contractor(s), subcontractor(s) or supplier(s), or of any of a Contractor's agents or employees or any other persons (except CONSULTANT's own employees) at a site or otherwise furnishing or performing any of a Contractor's work; or for any decision made on interpretations or clarifications of the contract documents given by VILLAGE without consultation and advice of CONSULTANT.

### **3.2. Subcontracting/Assignments/Liability**

- A. No assignment of the contract or any portion thereof shall be made without prior written approval of the VILLAGE.
- B. CONSULTANT shall be and remain solely responsible to the VILLAGE for the acts CONSULTANT performs or faults of any sub-CONSULTANT and of any sub-CONSULTANT's officers, agents or employees.
- C. CONSULTANT shall indicate the percentage of contract to be subcontracted in contemplation of contract performance. Following the award of the contract, no additional subcontracting will be allowed without the express prior written consent of the Village.

### **3.3. Unresolved Findings for Recovery**

CONSULTANT affirmatively represents and warrants that it is not subject to any unresolved finding for recovery issued by the Auditor of State under Ohio Revised Code Section 9.24, or that it has taken the appropriate remedial steps required under Section 9.24, or that it otherwise qualifies under that section.

### **3.4. Ethics and Drug Free Workplace**

CONSULTANT agrees that its performance under this Agreement would not be contrary to the terms of R.C. § 102.03 and § 102.04, as applicable (ethics and conflict of interest). CONSULTANT agrees to comply with all applicable state and federal laws regarding drug-free workplace, and while working on Village property or construction site, will not purchase, transfer, use, possess or be under the influence of illegal drugs or alcohol or abuse prescription drugs in any way.

### **3.5. Ohio Elections Law**

CONSULTANT affirms that, as applicable, no party listed in Division (I), or (J) of Section 3517.13 of the Ohio Revised Code or spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions totaling in excess of \$1,000.00 to any elected official of the VILLAGE OF HEBRON.

### **3.6. Taxes**

The Village is a tax exempt entity and shall provide a tax exempt certificate to the CONSULTANT. The CONSULTANT agrees to withhold all Village Income Taxes due or payable under the provisions of the Codified Ordinance of the Village of Hebron for wages, salaries, and commissions paid to employees and further agrees that any subcontractors shall be required to agree to withhold any such Village Income Taxes due under said Codified Ordinances of the Village of Hebron for services performed under this Contract.

### **3.7. Use of Documents**

- A. Upon completion or termination of the Agreement, all documents prepared by the CONSULTANT, including tracings, drawings, estimates, specifications, field notes, investigations, copies of computer/electronic files (original application files in .TIF format for drawings), studies and reports shall become the property of and shall be delivered to the VILLAGE upon full payment of monies owed to the CONSULTANT. Copies of VILLAGE-furnished data that may be relied upon by CONSULTANT are limited to the printed copies (also known as hard copies) that are delivered to CONSULTANT pursuant to Part 2 above. Files in electronic media format of text, data, graphics, or of other types that are furnished by VILLAGE to CONSULTANT are only for convenience of CONSULTANT. CONSULTANT shall also be entitled to maintain copies on behalf of the VILLAGE.
- B. Copies of Documents that may be relied upon by VILLAGE are limited to the printed copies (also known as hard copies) that are signed or sealed by CONSULTANT. Files in electronic media format of text, data, graphics, or of other types that are furnished by CONSULTANT to VILLAGE are only for convenience of VILLAGE.
- C. When transferring documents in electronic media format, CONSULTANT makes no representations as to compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by CONSULTANT at the beginning of a Specific Project unless indicated differently in the Project Proposal.
- D. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

### **3.8. Authorized Project Representatives**

Contemporaneous with the execution of each individual Project Proposal, CONSULTANT and VILLAGE shall designate specific individuals to act as CONSULTANT's and VILLAGE's representatives with respect to the service to be performed or furnished by CONSULTANT and responsibilities of VILLAGE under the individual

Specific Project. Such individuals may have authority to transmit instruction, receive information, and render decisions relative to a specific project on behalf of each respective party.

### **3.9. Insurance**

- A. Prior to the commencement of any work under this agreement, CONSULTANT shall furnish to VILLAGE certificates of insurance showing that CONSULTANT has obtained the following insurance policies with insurance companies licensed and authorized to do business in the State of Ohio. A new certificate of insurance shall be provided to the VILLAGE each year at the time of policy renewal.
  - 1. Worker's Compensation Insurance: CONSULTANT shall procure and maintain during the life of this contract, Worker's Compensation Insurance, including employers Liability Coverage, in accordance with all applicable statutes of the State of Ohio.
  - 2. Commercial General Liability Insurance: CONSULTANT shall procure and maintain during the life of this agreement, Commercial General Liability Insurance on an Occurrence Basis with limits of Liability not less than \$1,000,000.00 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury, Bodily Injury and Property Damage.

3. **Motor Vehicle Liability:** CONSULTANT shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Ohio Coverages, with limits of liability of not less than \$1,000,000.00 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
  4. **Professional Liability:** Professional Liability Insurance on a Claims Made Basis with Limits of liability of not less than \$1,000,000.00 per claim/aggregate;
- B. **Cancellation Notice:** Workers' Compensation Insurance, Commercial General Liability Insurance, Motor Vehicle, and Professional Liability Insurance, as described above, shall include an endorsement stating the following: It is understood and agreed that thirty (30) days advance written notice of cancellation, non-renewal, reduction and/or material change shall be sent to VILLAGE OF HEBRON.
- C. At any time, VILLAGE may request that CONSULTANT, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified. If so requested by VILLAGE, with the concurrence of CONSULTANT, CONSULTANT shall require CONSULTANT's subconsultants to obtain such additional insurance coverage, different limits, or revised deductibles for such period of time as requested by the VILLAGE, and this agreement will be amended to incorporate these requirements.

### **3.10. Nondiscrimination**

The CONSULTANT shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, handicap, or national origin. CONSULTANT will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, age, handicap, or national origin. Such action shall include, but not be limited to employment upgrading, promotion, demotion, termination, rates of pay, or other forms of compensation, and selection for training. CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices summarizing the provisions of this equal opportunity clause. CONSULTANT shall, in all solicitations or advertisements for employees placed by, or on behalf of the CONSULTANT, state that they are an equal opportunity employer

### **3.11. Termination**

- A. The VILLAGE, may in writing, suspend all or any part of work for such a period the VILLAGE deems appropriate.
- B. This Agreement may be terminated by either party upon not less than seven days written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.
- C. This Agreement may be terminated by the VILLAGE upon not less than seven days written notice to the CONSULTANT in the event that the Project is permanently abandoned. If the Project is abandoned by the VILLAGE for more than 90 consecutive days, the CONSULTANT may terminate this Agreement upon not less than seven days written notice to the VILLAGE.
- D. In the event of termination, the CONSULTANT shall be compensated for the reasonable value of services performed prior to termination, together with reimbursable expenses then due.

### **3.12. Allocation of Risk**

- A. The CONSULTANT agrees to indemnify and hold the VILLAGE harmless from and against any loss or damage resulting solely from the failure of the CONSULTANT to perform any duty or obligation expressly undertaken by the CONSULTANT pursuant to the terms of this Agreement or the negligent performance or failure to perform by the CONSULTANT of any such express duty or obligation.
- B. CONSULTANT will conduct the research that in their professional opinion is necessary to determine the viability of re-using existing equipment and materials in the design of the project. The VILLAGE recognizes that CONSULTANT's research may not identify all defects and that the information and inspection upon which CONSULTANT relies may contain errors or may not be complete. Given the inherent limitations of such inspections, CONSULTANT's recommendations shall not be relied upon by any party as a warranty of the condition of the existing equipment or materials. The extent of the risk the VILLAGE wishes to accept in reusing existing equipment or materials is something the VILLAGE must determine.
- C. The CONSULTANT shall indemnify and hold harmless the VILLAGE and its officers, agents and employees from and against all claims or suits asserted or prosecuted by third parties to the extent arising directly out of error, omission, or negligent act of the CONSULTANT or its sub-CONSULTANTS; and the CONSULTANT at its own expense, shall defend the VILLAGE in all such litigation, pay all attorney's fees, damages, court costs and other expenses arising out of such litigation; and at its own expense, shall satisfy and cause to be discharged judgments as may be obtained against the VILLAGE or any of its officers, agents or employees pursuant to such litigation.
- D. The CONSULTANT shall be given written notice of the assertion of such claims or suits promptly after such matters are brought to the attention of the VILLAGE and subject to the assent of the Village Law Director, which assent shall not be unreasonably withheld or delayed, and shall be permitted to participate in the defense and settlement of any such suits or claims. Nothing contained herein, however, is intended to confer on any third party any rights or benefits hereunder; nor is the foregoing indemnification obligation intended to alter or extend the CONSULTANT's liability for failure to comply with the terms of the contract or for professional or personal negligence or misconduct.
- E. In no event will either party be liable for punitive, multiple, enhanced, incidental, indirect or consequential damages, including loss of profits, even if any of the parties should have been aware of the possibility of such damages.

### **3.13. Entire Agreement; Waiver**

This contract contains the entire agreement between the parties hereto and shall not be modified, amended or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the parties hereto. This contract supersedes any and all previous agreements, whether written or oral, between the parties. A waiver by any party of any breach or default by the other party under this contract shall not constitute a continuing waiver by such party of any subsequent act in breach of or in default here under.

### **3.14. Headings**

The headings in this contract have been inserted for convenient reference and shall not be considered in any questions of interpretation or construction of the contract.



### **3.15. Severability**

The provisions of the contract are severable and independent, and if any such provision shall be unenforceable in whole or in part, the remaining provisions and any partially enforceable provision, to the extent enforceable in any jurisdiction, shall, nevertheless, be binding and enforceable.

### **3.16. Controlling Law**

This Agreement and the rights of the parties hereunder shall be governed by the laws of the State of Ohio, and any action with respect to this engagement shall be filed in the Franklin County, Ohio in a court of competent jurisdiction. The CONSULTANT further shall obey or satisfy all lawful rules, regulations and requirements issued or promulgated under said respective laws by any duly authorized Village, State or Federal officials.

## **PART 4 – PAYMENTS TO CONSULTANT**

### **4.1 Fee for General Consultation Services**

VILLAGE agrees to compensate CONSULTANT for the general engineering services outlined in Scope of Services, Section 1.1 General Consultation / Village Engineer Services. Payment for services provided under Section 1.1 of the Scope of Services shall be hourly not to exceed without prior authorization of the VILLAGE. Labor fees will be computed per the time rates established in Exhibit B. Invoices will be submitted monthly.

### **4.2 Fee for Individual Project Proposals**

Each individual Project Proposal shall include the fee to be paid by VILLAGE to CONSULTANT as negotiated between the parties for the project as well as the Anticipated hours that are to be required for the Project. The agreed upon fee shall reflect that services will be provided on an hourly, or lump sum, basis as determined by the VILLAGE and CONSULTANT and as described in section 1.2(D) of this contract. Hourly fees will be computed per the time rates established in Exhibit B.

### **4.3. Direct Personnel Expense**

Direct Personnel Expense is defined as the direct salaries of the CONSULTANT's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions and similar contributions and benefits.

#### **4.4. Reimbursable Expenses**

- A. Reimbursable Expenses include expenses incurred by the CONSULTANT in the interest of the Project for:
  - 1. Expense of transportation in connection with travel required to carry out the scope of services;
  - 2. Long-distance communications;
  - 3. Fees paid by the CONSULTANT for securing approval of authorities having jurisdiction over the Project; in general, all approval fees shall be paid up front by the CONSULTANT and reimbursed by the VILLAGE and as such are not within the not-to-exceed fee limit established by the CONSULTANT;
  - 4. Reproductions; and
  - 5. Postage and handling of Drawings and Specifications.
- B. Reimbursable expenses must be anticipated and quantified by the CONSULTANT and included in the Project Proposal. In the event that expenses exceed original estimates, the CONSULTANT may request from the VILLAGE additional compensation.

#### **4.5. Payment of Invoices**

- A. Invoices are due and payable within 30 days of receipt.
- B. In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

#### **4.6. Independent Consultant/Employment Taxes**

- A. The CONSULTANT shall be and remain an independent contractor with respect to all services performed hereunder and shall accept full exclusive liability for the payments of any and all contributions or taxes for Social Security, unemployment benefits, pensions, and annuities now or hereafter imposed under any State or Federal laws which are measured by the wages, salaries, or other remuneration paid to persons employed by the CONSULTANT on work performed under the terms of this agreement. The CONSULTANT shall indemnify and save harmless the VILLAGE from any contributions, taxes or liability referred to in this article. CONSULTANT is not an employee of the VILLAGE.
- B. While the CONSULTANT shall be required to render services described hereunder during the term of the contract, nothing herein shall be construed to imply that the Village shall have or may exercise any right of control over CONSULTANT with regard to the manner or method of its performance of services hereunder. Except as expressly provided herein, none of the parties shall have the right to bind or obligate the others in any manner without the prior written consent of the other parties.

IN WITNESS WHEREOF, the parties hereto have executed the Agreement, the effective date of which is indicated on Page 1.

**Village of Hebron (VILLAGE)**

**Bird+Bull, Inc. (CONSULTANT)**

By: \_\_\_\_\_

By: \_\_\_\_\_

Authorizing Agent

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO FORM**

By: \_\_\_\_\_

Solicitor

Date: \_\_\_\_\_

EXHIBIT A  
General Project Proposal Format

[Date]

[Name of Recipient]

[Title]

[Address]

Subject: [Professional Services for.....]

Dear [Name of Recipient],

Provide scope of service(s) for project and its phase(s). Phase(s) to be as directed by VILLAGE.

### **STUDY AND REPORT PHASE**

Prepare studies and analysis and reports as directed by VILLAGE's project representative.

### **DESIGN PHASE**

In consultation with VILLAGE, determine general scope, extent, and character of individual project. Provide technical design, technical criteria, topographic or other survey as needed, preparation of easement descriptions as needed, prepare bid documents, plans, and specifications, prepare and pursue necessary permits, furnish drawings, prepare opinions of probable costs, assist in bidding and preparation of construction documents. In essence, provide VILLAGE with complete level of design services from original scope detail through the bidding and selection of contractor.

### **CONSTRUCTION PHASE**

Offer to VILLAGE construction engineering services as authorized by VILLAGE project representative. Such services may include general administration of construction contracts, site observation of construction, interpretation of contract documents, assisting Village obtain needed materials testing services, dispute resolution, review and approval of change orders, review and approval of contractor pay requests, preparation of final inspection reporting and review and/or preparation of as-built drawings.

### **ADDITIONAL SERVICES**

There may be special services needed to meet the goal and objectives of the VILLAGE. They include but are not limited to the following:

- Attend community meetings or represent VILLAGE at County, State, or Regional meetings.
- Assist VILLAGE in preparation applications for grant funding.
- Right of Way/ Easement Acquisition.
- Preparation of master utility plans, including technical modeling, reliability and capacity analysis.
- Preparation of management plans.
- Geographic information services
- Other related services as may be requested and directed by the VILLAGE's Project Representative.

**ANTICIPATED HOURS/COMPENSATION**

Services shall be provided on an hourly, or lump sum as determined by the VILLAGE and CONSULTANT and as described in section I.2.D of this contract. Hourly fees will be computed per the time rates established in Exhibit B.

Hourly rates shall be per Exhibit B – Rate Schedule. Anticipated hours are to be provided with each Project Proposal. Detail effort by providing the anticipated hours by the client manager, project manager, and support staff to satisfy the scope requirements of each project.

**SCHEDULE**

Provide schedule of services.

EXHIBIT B  
Rate Schedule

**Exhibit B – Rate Schedule**

The VILLAGE agrees to pay CONSULTANT as compensation for services performed as required by Part 4 of the Agreement a fee in accordance with the following hourly rates:

**Labor Classification** **2020 Rates**

<u>DESIGN SERVICES</u>	
<b>Principals</b>	
Principal, General Supervision	\$135.00
<b>Professionals</b>	
Professional Engineer	\$109.00
Professional Surveyor	\$105.00
<b>Subordinate Professionals</b>	
Engineer (E.I.)	\$93.00
Surveyor (S.I.)	\$90.00
Engineer Technician	\$94.00
Jr. Engineer Technician Intern	\$58.00
CAD/GIS Technician	\$81.00
<b>FIELD SERVICES</b>	
Survey Crew w/GPS – 1 person	\$111.00
Survey Crew – 2 person – Party Chief	\$132.00
Assistant	\$0.00
Survey Crew w/GPS – 2 person – Party Chief	\$142.00
Assistant	\$0.00
Additional Assistant	\$50.00
Resident Project Representative	\$75.00
Surveyor Technician	\$75.00
<b>ADMINISTRATION SERVICES</b>	
Clerical	\$68.00
Courier	\$38.00



Stakes, prints, postal, special delivery and  
other miscellaneous items \_\_\_\_\_ At cost

Filing Fees, Special Consulting (Such as Soils Investigation, etc.) \_\_\_\_\_ Actual Fee + 10%

Whenever it is deemed necessary by the VILLAGE, acting through the Mayor or the Mayor's designated representative, for employees of the CONSULTANT to work more than forty (40) hours per week, overtime compensation of one and one-half times the regular rate shall be paid for all hours worked over forty (40) per week in accordance with the Fair Labor Standards Act of the United States.