

AGREEMENT REGARDING CONSTRUCTION CONSULTING SERVICES
FOR *INSERT-PROJECT-NAME*

Agreement No. *CPRXX-XXXXXC-X*

THIS AGREEMENT, made this date of _____, by and between SOUTHEAST METRO STORMWATER AUTHORITY acting by and through SEMSWA WATER ACTIVITY ENTERPRISE (hereinafter called “SEMSWA”); and _____, doing business as a Corporation (hereinafter called “CONTRACTOR”) and collectively known as PARTIES;

WITNESSETH:

WHEREAS, SEMSWA’s Board of Directors adopted a budget for 20__ (Resolution No. **XX-XX**), which includes funds for design of drainage improvements within SEMSWA’s service area; and

WHEREAS, SEMSWA desires to engage CONTRACTOR to render certain technical and professional advice regarding PROJECT; and

WHEREAS, SEMSWA’S Board of Directors has authorized the Executive Director to implement Best Value Procurement Delivery Method (Resolution No. 19-38).

NOW, THEREFORE, in consideration of the mutual promises contained herein, PARTIES agree as follows:

1. EMPLOYMENT OF CONTRACTOR

SEMSWA shall engage CONTRACTOR and the CONTRACTOR hereby agrees to perform the services hereinafter set forth.

2. PROJECT LIMITS

PROJECT is defined more specifically as that area of _____ drainageway extending from approximately _____ to approximately _____, see Exhibit A.

3. SCOPE OF SERVICES

A. CONTRACTOR shall provide support services to assist project team in risk management, options on constructability, and value engineering for final design plans and specifications for drainageway improvements. Work includes attending meetings, equipment or product research, field investigation, permitting, public outreach, coordination and using expertise and knowledge to assist in delivering PROJECT goals.

B. CONTRACTOR shall provide the services described in this section of the Agreement and those services described in the attached Exhibit B (Scope of Services). If there is a conflict between the scope of services described in this section of the Agreement and Exhibit B, Exhibit B shall prevail.

C. CONTRACTOR will work with the project team to develop the bid schedule and negotiate final unit process based on the field ready PLAN and SPECIFICATIONS. A third-party evaluator may be used in negotiating/verifying pricing.

4. COST OF SERVICES

The total cost for services, as set forth in Exhibit A, shall be based on actual costs but shall not exceed _____ Dollars (\$_____) unless a change in the scope of work is approved in accordance with Paragraph 13 of this Agreement.

5. BASIS OF PAYMENT

The basis of payment for construction consulting services shall be an hourly rate in accordance with the General Schedule of Rates that includes overhead and profit plus other direct costs in effect at the time work is performed. In no case shall the total amount exceed that given in Paragraph 4. A copy of the current General Schedule of Rates is attached as Exhibit C. Direct cost items and third-party costs shall be billed at actual cost.

6. METHOD OF PAYMENT

SEMSWA shall make payments for services performed in connection with this Agreement no more frequently than once per month. For all billings, CONTRACTOR shall keep work and cost records that permit easy comparison with work performed as specified in each billing.

7. PERSONNEL

A. CONTRACTOR represents that they shall use, at the minimum, the following personnel or subcontractors in performing the services under this Agreement:

| <u>NAME</u> | <u>RESPONSIBILITY</u> |
|-------------|-----------------------|
| _____ | Project Sponsor |
| _____ | Project Manager |
| _____ | Project Estimator |

Any change in the above personnel must have approval of SEMSWA, which approval shall not be unreasonably withheld.

B. None of the services covered by this Agreement, except where specified, shall be subcontracted without the prior written approval of SEMSWA.

8. TIME OF PERFORMANCE

The total Time of Performance is through _____, 20__.

9. DIRECTION OF EFFORT AND COORDINATION

In accordance with Paragraph 7 of "On-Call" Contractor Services Agreement No. CN2X-XXXX dated January 1, 20__.

10. OWNERSHIP OF DATA

Ownership, in paper and electronic form, of all data; maps; drawings; details; documents; special software; spreadsheets and templates; photographs; and information collected, acquired, developed, and documented under this Agreement (hereinafter called "DATA") shall be vested with SEMSWA. CONTRACTOR may retain a record copy of such DATA. Should SEMSWA see fit to make use of DATA assembled under this Agreement for a use not included under the scope of this Agreement, SEMSWA shall assume all liability for such use and CONTRACTOR shall not make claims of liability against SEMSWA for such use.

11. DURATION OF AGREEMENT

The duration of this Agreement shall be one year after acceptance of the services products.

12. TERMINATION OF AGREEMENT

This Agreement may be terminated by SEMSWA and/or CONTRACTOR upon seven (7) days' written notice. In the event of termination, CONTRACTOR shall be paid for services performed to termination date as determined by SEMSWA. This payment shall be full satisfaction of all obligations to CONTRACTOR under this Agreement.

All data shall be surrendered to SEMSWA by CONTRACTOR before payment is made.

13. CHANGES IN AGREEMENT

SEMSWA may request changes in the scope of services of CONTRACTOR. Such changes, including any increase or decrease in the amount of CONTRACTOR's compensation and/or time of performance, which are mutually agreed upon by and among PARTIES shall be incorporated in written amendments to this Agreement.

14. INSURANCE

In accordance with Paragraph 11 of "On-Call" Contractor Services Agreement No. CN2X-XXXX dated January 1, 20__.

15. INDEMNIFICATION

In accordance with Paragraph 12 of “On-Call” Contractor Services Agreement No. CN2X-XXXX dated January 1, 20__.

16. ASSIGNABILITY

In accordance with Paragraph 13 of “On-Call” Contractor Services Agreement No. CN2X-XXXX dated January 1, 20__.

17. APPLICABLE LAWS

In accordance with Paragraph 14 of “On-Call” Contractor Services Agreement No. CN2X-XXXX dated January 1, 20__.

18. NO DISCRIMINATION IN EMPLOYMENT

In accordance with Paragraph 15 of “On-Call” Contractor Services Agreement No. CN2X-XXXX dated January 1, 20__.

19. STANDARD OF CARE

In accordance with Paragraph 16 of “On-Call” Contractor Services Agreement No. CN2X-XXXX dated January 1, 20__.

20. OTHER PROVISIONS

A. PARTIES also agree to the terms and provisions contained in the following documents which are made a part of this Agreement:

- 1) Exhibit A, Project Limits
- 2) Exhibit B, Scope of Services
- 3) Exhibit C, General Schedule of Rates

WHEREFORE, PARTIES hereto have caused this instrument to be executed by properly authorized signatories as of the date and year first above written.

CONTRACTOR:

By _____

Title _____

Date _____

SOUTHEAST METRO STORMWATER
AUTHORITY:

By _____

Title _____

Date _____

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EXHIBIT A - PROJECT LIMITS

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FOR *INSERT-PROJECT-NAME*

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EXHIBIT B - SCOPE OF SERVICES

| Project Name | | Title/Role | Title/Role | Title/Role | Title/Role | |
|-----------------------------|--|-------------|-------------|-------------|-------------|-------|
| Project Number | | First Name | First Name | First Name | First Name | |
| Contractor's Scope and Fees | | Last Name | Last Name | Last Name | Last Name | Total |
| | | (Rate/Hour) | (Rate/Hour) | (Rate/Hour) | (Rate/Hour) | Cost |
| Task | Task Description | Hours | Hours | Hours | Hours | |
| 1 | 30% Submittal | | | | | |
| 1.1 | Review Construction Drawings and Takeoff | | | | | |
| 1.2 | Review GESC Drawings and Takeoff | | | | | |
| 1.3 | Develop Preliminary Water Control Plan | | | | | |
| 1.4 | Cost Estimate and Bid Schedule | | | | | |
| 1.5 | Progress Meetings and Site Visit | | | | | |
| | Subtotal: | | | | | |
| 2 | 60% Submittal | | | | | |
| 2.1 | Review Construction Drawings and Takeoff | | | | | |
| 2.2 | Review GESC Drawings and Takeoff | | | | | |
| 2.3 | Review/Revise Water Control Plan | | | | | |
| 2.4 | Cost Estimate and Bid Schedule | | | | | |
| 2.5 | Progress Meetings and Site Visit | | | | | |
| | Subtotal: | | | | | |
| 3 | 90% Submittal | | | | | |
| 3.1 | Review Construction Drawings and Takeoff | | | | | |
| 3.2 | Review GESC Drawings and Takeoff | | | | | |
| 3.3 | Review/Revise Water Control Plan | | | | | |
| 3.4 | Cost Estimate and Bid Schedule | | | | | |
| 3.5 | Progress Meetings and Site Visit | | | | | |
| | Subtotal: | | | | | |
| 4 | 100% Submittal | | | | | |

| | | | | | | |
|-----|--|--|--|--|--|--|
| 4.1 | Review Construction Drawings and Takeoff | | | | | |
| 4.2 | Review GESC Drawings and Takeoff | | | | | |
| 4.3 | Review/Revise Water Control Plan | | | | | |
| 4.4 | Final Bid Schedule | | | | | |
| | Subtotal: | | | | | |
| 5 | <i>Administrative/Accounting</i> | | | | | |
| 5.1 | Billing | | | | | |
| 5.2 | Administrative | | | | | |
| | Subtotal: | | | | | |
| | Total: | | | | | |

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EXHIBIT C - GENERAL SCHEDULE OF RATES

| <u>CLASSIFICATION</u> | <u>RATE</u> <u>(per hour)</u> |
|-----------------------|----------------------------------|
| | \$ |
| | \$ |
| | \$ |
| | \$ |