

ORDINANCE NO. 2776

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CORSICANA, TEXAS AMENDING THE 2014 BUDGET EXPENDITURES FOR FISCAL YEAR ENDING SEPTEMBER 30, 2014; AUTHORIZING EXPENDITURES AS SET OUT IN SUCH BUDGET AMENDMENT AND PROVIDING FOR EFFECTIVE DATE:

WHEREAS, the City Council of the City of Corsicana, Texas, adopted Ordinance No. 2771 on September 17, 2013 approving expenditures for the fiscal year ending September 30, 2014, pursuant to the laws of the State of Texas; and

WHEREAS, it is necessary to amend the 2014 budget.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Corsicana, Texas that:

Section 1. The appropriation amounts of the official budget of the City of Corsicana for the fiscal year ending September 30, 2014, are hereby amended as described below.

Section 2. To provide funding for a Business Park Master Plan from the Economic Development Recovery Fund; and

Section 3. The amendments to authorized appropriations for the fiscal year ending September 30, 2014, are summarized as follows:

Economic Development Recovery Fund	Fund 298	\$7,200
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Section 4. The City Manager is hereby authorized to make intra-departmental and inter-departmental fund transfers within a fund during the fiscal year as becomes necessary in order to avoid the over-expenditure of a particular object code or department.

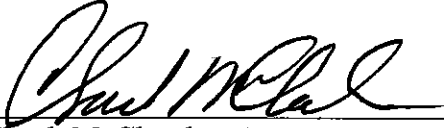
Section 5. A true and correct copy of the Amended Budget is hereby directed to be filed in the office of the City Secretary, and said Amended Budget is made a part of this Ordinance by reference as though fully copied herein verbatim.

Section 6. It is being deemed by the City Council that this Ordinance shall go into immediate effect and force after its passage, approval and publication according to law.

PASSED, APPROVED and ADOPTED this the 5th day of **November, 2013** at a regular meeting of the City Council of the City of Corsicana, Texas, with the following record vote:

Chuck McClanahan, Mayor:	_____
Ruby Williams, Council Member/Mayor Pro Tem:	_____
Tom Wilson, Council Member:	_____
John E. McClung, Council Member:	_____
Don Denbow, Council Member:	_____

CITY OF CORSICANA:



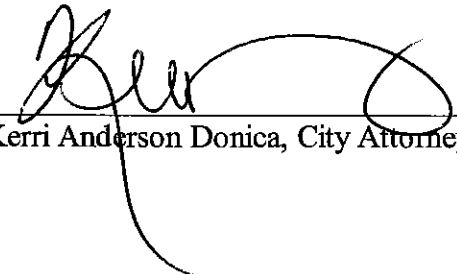
Chuck McClanahan, Mayor

ATTEST:

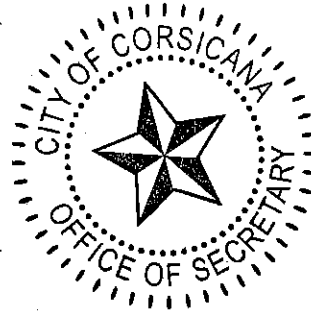


Virginia Richardson, City Secretary

APPROVED AS TO FORM:



Kerri Anderson Donica, City Attorney





October 23, 2013

Mr. Bill King
Economic Development Director
City of Corsicana
200 North 12th Street
Corsicana, TX 75110

ph (903) 654-4806

**RE: Proposal for Site Investigation Report, Conceptuals
South I-45 Business Park
ADAMS Proposal No. 2013.292.01 (Rev. 1)**

Dear Mr. King:

Adams Engineering, (ADAMS) is pleased to respond to your request for a proposal (RFP) for the South I-45 Business Park. It is requested that we provide a Site Investigation Report, Concept/Master Plan and Opinion of Estimated Costs for the proposed Park in Corsicana, TX, located on a site of approximately 161 acres adjacent to I-45 just south of the future SH 31 Relief Route. **(Note that proposal includes feasibility for proposed rail spur.)**

This proposal incorporates the requests made by Ms. Connie Standridge and yourself on Oct. 22, 2013. Our experience in working with comparable entities on many other projects has also guided our judgment in some aspects of this proposal. ***However, if any portion of this proposal appears either overly comprehensive or less than adequate for your needs at this time, we would welcome the opportunity to discuss the scope of work and appropriate modifications.***


This agreement has been developed utilizing industry standard terms and conditions as recommended by the Engineers Joint Contract Document Committee (EJCDC). The following pages have been derived from the EJCDC Short Form of Agreement E-520 template. Any modifications or changes are listed in bold italics.

We propose to perform the requested services within the following "Tasks" designations. This proposal will use a phased approach to allow substantial input from the Owner's representatives in formulating cost-effective and aesthetically pleasing design solutions. Some of the tasks listed are interrelated, and are generally not separable within this proposal, except for the purpose of describing the scope of work.¹

We appreciate the opportunity to provide our services to you and your organization. Let me know if you have any questions regarding the attached.

Respectfully,
ADAMS Engineering


Stephen G. Bennett, PE
Project Manager


Daniel J. Adams, PE
President/CEO

¹Occasionally ADAMS is asked to provide plans based on topographic mapping by others. Under this circumstance, our liability must be limited accordingly. Also, increased charges may apply if additional manipulation of data files provided by others is required to integrate data into our CADD system. Such charges are not included in the estimates herein.

**SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of October 23, 2013 ("Effective Date") between

City of Corsicana ("Owner") and

Adams Engineering ("Engineer")

Engineer agrees to provide the services described below South I-45 Business Park ("Project").
to Owner for Corsicana, TX (161± Ac)

Description of Engineer's Services: See Exhibit A, (Attached), and incorporated by reference.

Owner and Engineer further agree as follows:

1.01 Basic Agreement

A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement, and Owner shall pay Engineer for such Services as set forth in Paragraph 9.01.

B. *The Owner and Engineer understand, acknowledge, and agree that the Engineer shall be acting as an independent contractor at all times during the performance of this agreement and no provision or obligation expressed or implied in this agreement shall create an employment, agency or fiduciary relationship.*

2.01 Payment Procedures

A. *Preparation of Invoices.* Engineer will prepare a monthly invoice in accordance with Engineer's standard invoicing practices and submit the invoice to Owner. ~~As part of standard invoicing practices, Engineer shall invoice owner for cost of project Insurance, at a rate of 3.5% of Engineer's fees, and for State Franchise Tax, at a rate of 0.7% of Engineer's fees.~~

B. *Payment of Invoices.* Invoices are due and payable within 14 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, the amounts will bear interest ~~due~~ ~~Engineer will increased~~ at the rate of ~~1.5%~~ 0.5% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all undisputed amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal. *Engineer shall be entitled to recover its reasonable attorney's fees and taxable costs resulting from its efforts to secure payment from owner.*

3.01 Additional Services

A. If authorized by Owner, ~~or if required because of changes in the Project,~~ Engineer shall furnish services in addition to those set forth above as described in Exhibit B.

B. Owner shall pay Engineer for such additional services as follows: For additional services of Engineer's employees engaged directly on the Project an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any.

4.01 Termination

A. The obligation to provide further services under this Agreement may be terminated:

1. for cause,

By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party.

By Engineer:

upon seven days written notice if Engineer believes that Engineer is being requested by Owner to furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.

Engineer shall have no liability to Owner on account of such termination.

Notwithstanding the foregoing, *and subject to interim suspension of services*, this Agreement will not terminate as a result of a substantial failure under paragraph 4.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. for convenience, by Owner effective upon the receipt of notice by Engineer.

B. The terminating party under paragraphs 4.01.A.1 or 4.01.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

C. *Upon termination, Engineer shall be paid in full for all undisputed balances due and owing for services properly performed.*

5.01 Controlling Law

A. This Agreement is to be governed by the law of the state in which the Project is located.

6.01 Successors, Assigns, and Beneficiaries

A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by paragraph 6.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators,

and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. *Nothing contained in this agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the owner or engineer.*

7.01 General Considerations

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 the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services, *and all warranties are specifically disclaimed, including warranties of merchantability, and fitness for a particular purpose.* Engineer and its consultants may use or reasonably rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

B. Except as set forth herein, Engineer shall not at any time supervise, direct, or have control over any contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

C. Engineer *shall not be responsible or liable for and* 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 between Owner and such contractor; *however, engineer shall be liable for its own negligence.*

D. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Engineer.

E. ~~The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2013 Edition).~~

F. All design documents prepared or furnished by Engineer are instruments of service, and Engineer retains a non-exclusive ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.

G. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater.

H. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project

affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations. *This paragraph shall not apply to any Environmental Services tasks included in the contract scope under Exhibit A. If Environmental Services are included, the methods and materials will be limited to those described in ASTM Standard E 1527-05.*

I. *In the event the owner chooses to take advantage of the time and cost savings benefits of an accelerated project delivery process, the owner acknowledges that it has been advised that the project will be affected by such a process. Some of the effects of an accelerated project delivery process include the necessity of making an early or premature commitment to design decisions and the issuance of incomplete and uncoordinated construction documents for permitting, bidding, and construction purposes in order to maintain a fast track or accelerated schedule, or the actual progress of the work of the contractor. The owner acknowledges that it has been advised that the project, if developed on an accelerated project delivery basis, may require associated coordination, design, and redesign of parts of the project after construction documents are issued and the construction contract is executed, and may require removal of work in place, all of which events may cause an increase in the cost of the work and/or an extension of the project construction schedule. Therefore the owner acknowledges and understands that change orders arising from the accelerated project delivery process should be expected as a part of and related to this process; and the owner understands the necessity of including sufficient contingencies in the budget for the cost of the work to account for additional costs and construction schedule extensions arising from this process and agrees to include such contingencies in the project construction budget commensurate with industry standards for projects of similar scope and quality of this project.*

J. *It shall be understood that site development has inherent and unpredictable risks. It is also understood that each site is unique and can be affected by various things that are not normally apparent when performing research. Therefore, it is impossible for every possible development scenario to be predicted. ADAMS will make diligent efforts to obtain meaningful feedback from agency officials for typical and anticipated development conditions. However, for reasons beyond ADAMS control, development conditions have a tendency to change and are unpredictable for sometimes unrelated reasons. Thus it is also understood that ADAMS makes no guarantees or warranties, written or implied, that the subject property will be developable for the anticipated development costs. In the event the site cannot be permitted for the use intended, ADAMS will not be held responsible for any damages.*

K. *It shall be understood if the Project is suspended for any reason outside the exclusive control of ADAMS, ADAMS shall have no liability to the Owner or any other party for any associated delay or damage caused the Owner or others because of such suspension of services, and Owner shall release, indemnify, and hold harmless ADAMS for any claims associated with such suspension. Suspended projects may change in many ways due to the passage of time, changes in the site or environment, regulatory modifications, and other issues outside ADAMS control. ADAMS is not and shall not be responsible for any such changes, except to the extent it has expressly assumed such responsibility or otherwise becomes aware of such issues. ADAMS may reasonably rely on information received from Owner or others regarding such issues.*

L. *ADAMS commitments as set forth in this Agreement are based on the expectation that all of the services described in this Agreement will be provided. In the event the Owner later elects to reduce ADAMS scope of services, Owner agrees to release, hold harmless, defend and indemnify ADAMS from any and all claims, damages, losses, or costs in any way associated with or arising out of such reduction in services.*

M. *If, due to ADAMS negligence, a required physical item or physical component of the Project is omitted from the ADAMS Construction Documents, ADAMS shall not be responsible for paying for the cost required to add such item or component to the extent that such item or component would have been required and included in the original Construction Documents. In no event will ADAMS be responsible for any cost of expense that provides betterment or upgrades or enhances the value of the Project.*

N. *ADAMS and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement.*

O. ~~To the extent damages are covered and paid by property insurance, the Owner and ADAMS waive all rights against each other and against the Contractors, Consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance. The Owner or ADAMS, as appropriate, shall require of the Contractors, Consultants, agents and employees of any of them, similar waivers in favor of the other parties enumerated herein.~~

P. ADAMS shall have the right to reasonably rely upon the adequacy and completeness of documents and information supplied by the Owner, and/or an agent acting on behalf of Owner, for the project.

8.01 Total Agreement

A. This Agreement (consisting of 10 pages inclusive together with any expressly incorporated appendix), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

9.01 Payment

A. Using the procedures set forth in paragraph 2.01, Owner shall pay Engineer as follows:

1. A Lump Sum or Hourly Amount See Attached
\$ See Attached

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER:

By:

Title:

Date Signed:

Cornie Strulge
City Manager
11/8/13

ENGINEER: Adams Engineering

By:

Title: President/CEO

Date Signed:

Daniel J. Adams
Daniel J. Adams, PE
10/23/13

License or Cert. No. and State: 54606 TX

Exhibit A – Description of Engineers Services

It is assumed for purposes of this proposal that base files shall be prepared by the Owner and will be provided to ADAMS in electronic format. Although some of the tasks below may not be required, our proposal for each of the anticipated work tasks which may be required is listed below and presented in the following:

PHASE I:

1. **Site Investigation Reports.** ADAMS shall prepare a Site Investigation Reports for the 161 ac tract for use in preparing budgets and schedules necessary for obtaining full entitlements needed for the proposed business park, which may include meeting with governing entities to determine the extent of any on-site and off-site improvement requirements. This item includes a comprehensive report with our recommendations and opinions concerning development plans for the tract to be delivered to Owner summarizing the information below:
 - Jurisdictional Authorities – City/County, State, UPRR, etc.
 - Jurisdictional Requirements – we will review the list of applicable ordinances including: zoning, platting, site planning, building codes, landscaping, signage, etc. and make note of requirements that could impact the sites' development and costs
 - Jurisdictional Authority's Future Land Use Plans – review and evaluate the impact of future roadways, public service sites, etc., affecting the subject property
 - Conduct a railroad spur feasibility study
 - Research of public utilities
 - Research of private utilities – gas, electric, telephone, cable
 - Evaluation of the impact of utility easements as provided by Owner that affect the property;
 - Development issues affecting the site to include identification of unusual onsite or adjacent features such as cemeteries and historic properties, that may have significant impact on development plans
 - Drainage / Flood Study requirements – including preliminary identification of wetlands and watershed impacts (FEMA designated floodplains, etc.)
 - Development requirements including an infrastructure plan with identification of utilities presently on the property and opinion of utilities necessary for the development including electricity, water, sanitary sewer, communications, natural gas and waste removal
2. **Concept/Master Plan.** ADAMS shall prepare a conceptual land use plan of the 161 ac tract, illustrating primary access points, roadway alignment, rail spur alignment, lot subdivision and general utility layout, based on uses as defined by the client. Deliverables include one Marketing Exhibit, (1) 24x36 color print of the conceptual land plan and a land-use breakdown chart. Revisions and/or alterations beyond the one (1) plan provided shall be considered additional services and subject to additional fees. ADAMS can attend any meetings and provide coordination as requested by the client, however, this service shall be considered additional services and subject to the hourly rates in the attached fee schedule.
3. **Opinion of Estimated Cost.** ADAMS shall prepare an Opinion of Estimated Construction Cost, based upon the approved conceptual land use plan by owner, for review and use by the owner.

We propose to provide the services defined herein for the following fees provided the site, buildings and parking layout, as shown on the owner provided site plan are not revised. If changes are required due to site plan changes provided by the owner, this may be considered additional services and subject to additional fees.

SCHEDULE AND ESTIMATE OF FEES

Phase I

Task 1	- Site Investigation Report	\$2,800.00
Task 2	- Concept/Master Plan/Marketing Exhibit	\$3,200.00
Task 3	- Opinion of Estimated Cost	\$1,200.00
Total Phase I		\$7,200.00

Direct Fees & Expenses (Not included in Basic Services)

1. Printing, courier costs, mileage, travel expenses, Federal Express, etc.
2. Project Insurance (3.5% of Fees) - *Reference 2.01 A*
3. Sub-consultants to ADAMS (if not paid by Client, 10% markup)
4. Submittal Fees & Filing Fees (if not paid by Client, 10% markup)
5. State Franchise Tax (0.7% of Fees) - *Reference 2.01 A*

IT SHALL BE UNDERSTOOD THAT THE SITE DEVELOPMENT HAS INHERENT AND UNPREDICTABLE RISKS. IT IS ALSO UNDERSTOOD THAT EACH SITE IS UNIQUE AND CAN BE AFFECTED BY VARIOUS THINGS THAT ARE NOT NORMALLY APPARENT WHEN PERFORMING RESEARCH. THEREFORE, IT IS IMPOSSIBLE FOR EVERY POSSIBLE DEVELOPMENT SCENARIO TO BE PREDICTED. ADAMS WILL MAKE DILIGENT EFFORTS TO OBTAIN MEANINGFUL FEEDBACK FROM AGENCY OFFICIALS FOR TYPICAL AND ANTICIPATED DEVELOPMENT CONDITIONS. HOWEVER, FOR REASONS BEYOND ADAMS CONTROL, DEVELOPMENT CONDITIONS HAVE A TENDENCY TO CHANGE AND ARE UNPREDICTABLE FOR SOMETIMES UNRELATED REASONS. THUS IT IS ALSO UNDERSTOOD THAT ADAMS MAKES NO GUARANTEES OR WARRANTIES, WRITTEN OR IMPLIED, THAT THE SUBJECT PROPERTY WILL BE DEVELOPABLE FOR THE ANTICIPATED DEVELOPMENT COSTS. IN THE EVENT THE SITE CANNOT BE PERMITTED FOR THE USE INTENDED, ADAMS WILL NOT BE HELD RESPONSIBLE FOR ANY DAMAGES.

Exhibit B – Additional Services (not a part of this contract)

We have made significant efforts to determine the anticipated project scope and to provide an appropriate scope of services. However, it is possible that unforeseen work (**Additional Services**) could be necessary. Unforeseen conditions are usually not well defined until the project is underway. Therefore, ADAMS will not perform or invoice for any **Additional Services** without prior notification and discussion with the Client. The following list of **Additional Services** is not included in the limited scope above, but can be provided if necessary by ADAMS upon request:

- Detention Evaluation, calculation, or design
- ALTA and/or Boundary survey
- Geotechnical Investigation & Report
- Traffic Impact Analysis/Traffic Study/Signal Warrant Study
- Environmental Site Assessment
- Asbestos Survey
- Noise Study
- Value Engineering or changes to plans to reduce construction costs
- DOT Coordination: driveway permits, right-turn lane, timing, letting, etc.
- Construction Staking, Field Surveying, **Tree Survey/Identification**, Legal Descriptions, Easements
- Construction administration
- Construction phase services, site observations, site visits
- Stream hydraulics and related FEMA flood studies or floodplain delineation.
- Wetland determination, Wetlands delineation, evaluation, permitting and mitigation.
- Engineering for foundations, retaining walls, or other structures.
- Cut and fill analysis or tabulations or other earthwork computer modeling.
- Off-site engineering studies (unless specifically stated above), including surveying, platting, and plan development for streets, extending or enlarging sanitary sewer lines, lift stations, water lines, or storm drainage systems, and including checking or verifying hydraulic capacity of off-site system(s) as a condition of use.
- Extensive coordination between parties (such as owner, adjacent developers, Contractor, City or other Agencies) due to: offsite development issues, ambiguous concepts, or lack of necessary decisions (by Client) on alternative development schemes, or major options.
- Site Lighting Plans
- Utility or easement relocations
- Review of Shop Drawings

As mentioned above, fee estimates for **Additional Services** are not included herein, unless included in the **Basic Services** portion of this proposal. All **additional** fees required by the project will be billed at a cost pursuant to the rates listed in the attached Rate Schedule, or based on a supplemental agreement after the scope of services is more defined. The Client will be notified prior to conducting any analyses or initiating any activities that would significantly affect the scope of work.



2013
SERVICE CODES & HOURLY RATES

<u>STAFF TYPE</u>	<u>BILLING SCHEDULE</u>
CIVIL ENGINEERING:	TYLER RATES
P1 PRINCIPAL	150.00
P2 SENIOR PRINCIPAL	160.00
P3 ENGINEER (LITIGATION SERVICES)	265.00
PE1 PROFESSIONAL ENGINEER - 1	120.00
PE2 PROFESSIONAL ENGINEER - 2	130.00
PE3 PROFESSIONAL ENGINEER - 3	140.00
HH1 HYDROLOGIST - 1	120.00
HH2 HYDROLOGIST - 2	130.00
HH3 HYDROLOGIST - 3	140.00
EI1 ENGINEER-IN-TRAINING - 1	75.00
EI2 ENGINEER-IN-TRAINING - 2	80.00
EI3 ENGINEER-IN-TRAINING - 3	90.00
EI4 ENGINEER-IN-TRAINING - 4	100.00
D1 ENGINEERING DESIGNER - 1	75.00
D2 ENGINEERING DESIGNER - 2	80.00
D3 ENGINEERING DESIGNER - 3	85.00
D4 ENGINEERING DESIGNER - 4	90.00
D5 ENGINEERING DESIGNER - 5	95.00
PM1 PROJECT MANAGER - 1	120.00
PM2 PROJECT MANAGER - 2	125.00
PM3 PROJECT MANAGER - 3	130.00
PM4 PROJECT MANAGER - 4	135.00
PM5 PROJECT MANAGER - 5 (LITIGATION SERVICES)	165.00
LANDSCAPE ARCHITECTURE:	
LA1 LANDSCAPE ARCHITECT - 1	110.00
LA2 LANDSCAPE ARCHITECT - 2	120.00
LA3 SENIOR LANDSCAPE ARCHITECT	130.00
LD1 LANDSCAPE DESIGNER - 1	85.00
LD2 LANDSCAPE DESIGNER - 2	90.00
LD3 LANDSCAPE DESIGNER - 3	95.00
ENVIRONMENTAL ENGINEERING:	
EE1 ENVIRONMENTAL ENGINEER - 1	125.00
EE2 ENVIRONMENTAL ENGINEER - 2	135.00
EE3 ENVIRONMENTAL ENGINEER - 3	165.00
ES1 ENVIRONMENTAL SPECIALIST - 1	75.00
ES2 ENVIRONMENTAL SPECIALIST - 2	90.00
ES3 ENVIRONMENTAL SPECIALIST - 3	105.00
OTHER:	
PA PROJECT ASSISTANT	65.00
PL PLANNER	90.00
CC CONSTRUCTION CONSULTANT	105.00
SSC SITE SELECTION CONSULTANT	160.00
CR CLIENT REPRESENTATIVE	160.00

ITEM NO. 7C

Date: November 5, 2013

Subject: 2014 Budget Amendment

Comments: The Economic Development Recovery Fund was established with recovered funds received from tax abatements that had been forfeited. The Council designated these to be used to fund future economic development initiatives in the City.

This ordinance will amend the 2014 adopted budget expenses in the Economic Development Recovery Fund to provide funding for a Business Park Master Plan.

<u>FUND</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
298	Economic Development Recovery Fund	\$7,200

Recommendation: Approve this ordinance amending the 2014 Budget for the Economic Development Recovery Fund in the amount of \$7,200.00.

MOTION:

I MOVE TO APPROVE AMENDING THE 2014 ECONOMIC DEVELOPMENT RECOVERY FUND BUDGET IN THE AMOUNT OF \$7,200.00



October 23, 2013

Mr. Bill King
Economic Development Director
City of Corsicana
200 North 12th Street
Corsicana, TX 75110

ph (903) 654-4806

**RE: Proposal for Site Investigation Report, Conceptuals
Texas 31, East Industrial Park
ADAMS Proposal No. 2013.293.01 (Rev.1)**

Dear Mr. King:

Adams Engineering, (ADAMS) is pleased to respond to your request for a proposal (RFP) for the Texas 31, East Industrial Park. It is requested that we provide Planning, Civil Engineering, Environmental, Landscape, etc., for the proposed Park in Corsicana, TX, located on a site of approximately 189 acres south of SH 31 and east of I-45. **(Note that proposal includes feasibility for proposed rail spur.)**


This proposal incorporates the requests made by Ms. Connie Standridge and yourself on Oct. 22, 2013. Our experience in working with comparable entities on many other projects has also guided our judgment in some aspects of this proposal. ***However, if any portion of this proposal appears either overly comprehensive or less than adequate for your needs at this time, we would welcome the opportunity to discuss the scope of work and appropriate modifications.***


This agreement has been developed utilizing industry standard terms and conditions as recommended by the Engineers Joint Contract Document Committee (EJCDC). The following pages have been derived from the EJCDC Short Form of Agreement E-520 template. Any modifications or changes are listed in bold italics.

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We appreciate the opportunity to provide our services to you and your organization. Let me know if you have any questions regarding the attached.

Respectfully,
ADAMS Engineering


Stephen G. Bennett, PE
Project Manager


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President/CEO

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**SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of October 23, 2013 ("Effective Date") between

City of Corsicana ("Owner") and

Adams Engineering ("Engineer")

Engineer agrees to provide the services described below to Owner for Texas 31 East Industrial Park Corsicana, TX (189± Ac) ("Project").

Description of Engineer's Services: See Exhibit A, (Attached), and incorporated by reference.

Owner and Engineer further agree as follows:

1.01 Basic Agreement

A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement, and Owner shall pay Engineer for such Services as set forth in Paragraph 9.01.

B. *The Owner and Engineer understand, acknowledge, and agree that the Engineer shall be acting as an independent contractor at all times during the performance of this agreement and no provision or obligation expressed or implied in this agreement shall create an employment, agency or fiduciary relationship.*

2.01 Payment Procedures

A. *Preparation of Invoices.* Engineer will prepare a monthly invoice in accordance with Engineer's standard invoicing practices and submit the invoice to Owner. ~~As part of standard invoicing practices, Engineer shall invoice owner for cost of Project Insurance, at a rate of 3.5% of Engineer's fees, and for State Franchise Tax, at a rate of 0.7% of Engineer's fees.~~

B. *Payment of Invoices.* Invoices are due and payable within 14 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, the amounts will bear interest due ~~Engineer will be increased~~ at the rate of ~~1.0%~~ 0.5% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all undisputed amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal. *Engineer shall be entitled to recover its reasonable attorney's fees and taxable costs resulting from its efforts to secure payment from owner.*

3.01 Additional Services

A. If authorized by Owner, ~~or if required because of changes in the Project,~~ Engineer shall furnish services in addition to those set forth above as described in Exhibit B.

B. Owner shall pay Engineer for such additional services as follows: For additional services of Engineer's employees engaged directly on the Project an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any.

4.01 Termination

A. The obligation to provide further services under this Agreement may be terminated:

1. for cause,

By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party.

By Engineer;

upon seven days written notice if Engineer believes that Engineer is being requested by Owner to furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.

Engineer shall have no liability to Owner on account of such termination.

Notwithstanding the foregoing, *and subject to interim suspension of services*, this Agreement will not terminate as a result of a substantial failure under paragraph 4.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. for convenience, by Owner effective upon the receipt of notice by Engineer.

B. The terminating party under paragraphs 4.01.A.1 or 4.01.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

C. *Upon termination, Engineer shall be paid in full for all undisputed balances due and owing for services properly performed.*

5.01 Controlling Law

A. This Agreement is to be governed by the law of the state in which the Project is located.

6.01 Successors, Assigns, and Beneficiaries

A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by paragraph 6.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators,

and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. *Nothing contained in this agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the owner or engineer.*

7.01 General Considerations

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 the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services, *and all warranties are specifically disclaimed, including warranties of merchantability, and fitness for a particular purpose.* Engineer and its consultants may use or reasonably rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

B. Except as set forth herein, Engineer shall not at any time supervise, direct, or have control over any contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

C. Engineer *shall not be responsible or liable for and* 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 between Owner and such contractor; *however, engineer shall be liable for its own negligence.*

D. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Engineer.

E. ~~The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2013 Edition).~~

F. All design documents prepared or furnished by Engineer are instruments of service, and Engineer retains a non-exclusive ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.

G. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater.

H. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project

affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations. *This paragraph shall not apply to any Environmental Services tasks included in the contract scope under Exhibit A. If Environmental Services are included, the methods and materials will be limited to those described in ASTM Standard E 1527-05.*

I. *In the event the owner chooses to take advantage of the time and cost savings benefits of an accelerated project delivery process, the owner acknowledges that it has been advised that the project will be affected by such a process. Some of the effects of an accelerated project delivery process include the necessity of making an early or premature commitment to design decisions and the issuance of incomplete and uncoordinated construction documents for permitting, bidding, and construction purposes in order to maintain a fast track or accelerated schedule, or the actual progress of the work of the contractor. The owner acknowledges that it has been advised that the project, if developed on an accelerated project delivery basis, may require associated coordination, design, and redesign of parts of the project after construction documents are issued and the construction contract is executed, and may require removal of work in place, all of which events may cause an increase in the cost of the work and/or an extension of the project construction schedule. Therefore the owner acknowledges and understands that change orders arising from the accelerated project delivery process should be expected as a part of and related to this process; and the owner understands the necessity of including sufficient contingencies in the budget for the cost of the work to account for additional costs and construction schedule extensions arising from this process and agrees to include such contingencies in the project construction budget commensurate with industry standards for projects of similar scope and quality of this project.*

J. *It shall be understood that site development has inherent and unpredictable risks. It is also understood that each site is unique and can be affected by various things that are not normally apparent when performing research. Therefore, it is impossible for every possible development scenario to be predicted. ADAMS will make diligent efforts to obtain meaningful feedback from agency officials for typical and anticipated development conditions. However, for reasons beyond ADAMS control, development conditions have a tendency to change and are unpredictable for sometimes unrelated reasons. Thus it is also understood that ADAMS makes no guarantees or warranties, written or implied, that the subject property will be developable for the anticipated development costs. In the event the site cannot be permitted for the use intended, ADAMS will not be held responsible for any damages.*

K. *It shall be understood if the Project is suspended for any reason outside the exclusive control of ADAMS, ADAMS shall have no liability to the Owner or any other party for any associated delay or damage caused the Owner or others because of such suspension of services, and Owner shall release, indemnify, and hold harmless ADAMS for any claims associated with such suspension. Suspended projects may change in many ways due to the passage of time, changes in the site or environment, regulatory modifications, and other issues outside ADAMS control. ADAMS is not and shall not be responsible for any such changes, except to the extent it has expressly assumed such responsibility or otherwise becomes aware of such issues. ADAMS may reasonably rely on information received from Owner or others regarding such issues.*

L. *ADAMS commitments as set forth in this Agreement are based on the expectation that all of the services described in this Agreement will be provided. In the event the Owner later elects to reduce ADAMS scope of services, Owner agrees to release, hold harmless, defend and indemnify ADAMS from any and all claims, damages, losses, or costs in any way associated with or arising out of such reduction in services.*

M. *If, due to ADAMS negligence, a required physical item or physical component of the Project is omitted from the ADAMS Construction Documents, ADAMS shall not be responsible for paying for the cost required to add such item or component to the extent that such item or component would have been required and included in the original Construction Documents. In no event will ADAMS be responsible for any cost of expense that provides betterment or upgrades or enhances the value of the Project.*

N. *ADAMS and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement.*

O. ~~To the extent damages are covered and paid by property insurance, the Owner and ADAMS waive all rights against each other and against the Contractors, Consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance. The Owner or ADAMS, as appropriate, shall require of the Contractors, Consultants, agents and employees of any of them, similar waivers in favor of the other parties enumerated herein.~~

P. ADAMS shall have the right to reasonably rely upon the adequacy and completeness of documents and information supplied by the Owner, and/or an agent acting on behalf of Owner, for the project.

8.01 Total Agreement

A. This Agreement (consisting of 10 pages inclusive together with any expressly incorporated appendix), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

9.01 Payment

A. Using the procedures set forth in paragraph 2.01, Owner shall pay Engineer as follows:

1. A Lump Sum or Hourly Amount See Attached
 \$ See Attached

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER:

By:

Title:

Date Signed:

Connie Strickland

City Manager

11-8-13

ENGINEER: Adams Engineering

By:

Title:

Date Signed:

Daniel J. Adams

Daniel J. Adams, PE

President/CEO

10/23/13

License or Cert. No. and State: 54606 TX

Exhibit A – Description of Engineers Services

It is assumed for purposes of this proposal that base files shall be prepared by the Owner and will be provided to ADAMS in electronic format. Although some of the tasks below may not be required, our proposal for each of the anticipated work tasks which may be required is listed below and presented in the following:

PHASE I:

1. **Site Investigation Reports.** ADAMS shall prepare a Site Investigation Reports for the 189 ac tract for use in preparing budgets and schedules necessary for obtaining full entitlements needed for the proposed business park, which may include meeting with governing entities to determine the extent of any on-site and off-site improvement requirements. This item includes a comprehensive report with our recommendations and opinions concerning development plans for the tract to be delivered to Owner summarizing the information below:
 - Jurisdictional Authorities – City/County, State, UPRR, etc.
 - Jurisdictional Requirements – we will review the list of applicable ordinances including: zoning, platting, site planning, building codes, landscaping, signage, etc. and make note of requirements that could impact the sites' development and costs
 - Jurisdictional Authority's Future Land Use Plans – review and evaluate the impact of future roadways, public service sites, etc., affecting the subject property
 - Conduct a railroad spur feasibility study
 - Research of public utilities
 - Research of private utilities – gas, electric, telephone, cable
 - Evaluation of the impact of utility easements as provided by Owner that affect the property;
 - Development issues affecting the site to include identification of unusual onsite or adjacent features such as cemeteries and historic properties, that may have significant impact on development plans
 - Drainage / Flood Study requirements – including preliminary identification of wetlands and watershed impacts (FEMA designated floodplains, etc.)
 - Development requirements including an infrastructure plan with identification of utilities presently on the property and opinion of utilities necessary for the development including electricity, water, sanitary sewer, communications, natural gas and waste removal
2. **Concept/Master Plan.** ADAMS shall prepare a conceptual land use plan of the 189 ac tract, illustrating primary access points, roadway alignment, rail spur alignment, lot subdivision and general utility layout, based on uses as defined by the client. Deliverables include one Marketing Exhibit, (1) 24x36 color print of the conceptual land plan and a land-use breakdown chart. Revisions and/or alterations beyond the one (1) plan provided shall be considered additional services and subject to additional fees. ADAMS can attend any meetings and provide coordination as requested by the client, however, this service shall be considered additional services and subject to the hourly rates in the attached fee schedule.
3. **Opinion of Estimated Cost.** ADAMS shall prepare an Opinion of Estimated Construction Cost, based upon the approved conceptual land use plan by owner, for review and use by the owner.

We propose to provide the services defined herein for the following fees provided the site, buildings and parking layout, as shown on the owner provided site plan are not revised. If changes are required due to site plan changes provided by the owner, this may be considered additional services and subject to additional fees.

SCHEDULE AND ESTIMATE OF FEES

Phase I

Task 1	- Site Investigation Report	\$2,700.00
Task 2	- Concept/Master Plan/Marketing Exhibit	\$3,200.00
Task 3	- Opinion of Estimated Cost	\$1,300.00
Total Phase I		\$7,200.00

Direct Fees & Expenses (Not included in Basic Services)

1. Printing, courier costs, mileage, travel expenses, Federal Express, etc.
2. Project Insurance (3.5% of Fees) - *Reference 2.01 A*
3. Sub-consultants to ADAMS (if not paid by Client, 10% markup)
4. Submittal Fees & Filing Fees (if not paid by Client, 10% markup)
5. State Franchise Tax (0.7% of Fees) - *Reference 2.01 A*

IT SHALL BE UNDERSTOOD THAT THE SITE DEVELOPMENT HAS INHERENT AND UNPREDICTABLE RISKS. IT IS ALSO UNDERSTOOD THAT EACH SITE IS UNIQUE AND CAN BE AFFECTED BY VARIOUS THINGS THAT ARE NOT NORMALLY APPARENT WHEN PERFORMING RESEARCH. THEREFORE, IT IS IMPOSSIBLE FOR EVERY POSSIBLE DEVELOPMENT SCENARIO TO BE PREDICTED. ADAMS WILL MAKE DILIGENT EFFORTS TO OBTAIN MEANINGFUL FEEDBACK FROM AGENCY OFFICIALS FOR TYPICAL AND ANTICIPATED DEVELOPMENT CONDITIONS. HOWEVER, FOR REASONS BEYOND ADAMS CONTROL, DEVELOPMENT CONDITIONS HAVE A TENDENCY TO CHANGE AND ARE UNPREDICTABLE FOR SOMETIMES UNRELATED REASONS. THUS IT IS ALSO UNDERSTOOD THAT ADAMS MAKES NO GUARANTEES OR WARRANTIES, WRITTEN OR IMPLIED, THAT THE SUBJECT PROPERTY WILL BE DEVELOPABLE FOR THE ANTICIPATED DEVELOPMENT COSTS. IN THE EVENT THE SITE CANNOT BE PERMITTED FOR THE USE INTENDED, ADAMS WILL NOT BE HELD RESPONSIBLE FOR ANY DAMAGES.

Exhibit B – Additional Services (not a part of this contract)

We have made significant efforts to determine the anticipated project scope and to provide an appropriate scope of services. However, it is possible that unforeseen work (**Additional Services**) could be necessary. Unforeseen conditions are usually not well defined until the project is underway. Therefore, ADAMS will not perform or invoice for any **Additional Services** without prior notification and discussion with the Client. The following list of **Additional Services** is not included in the limited scope above, but can be provided if necessary by ADAMS upon request:

- Detention Evaluation, calculation, or design
- ALTA or Boundary survey
- Geotechnical Investigation & Report
- Traffic Impact Analysis/Traffic Study/Signal Warrant Study
- Environmental Site Assessment
- Asbestos Survey
- Noise Study
- Value Engineering or changes to plans to reduce construction costs
- DOT Coordination: driveway permits, right-turn lane, timing, letting, etc.
- Construction Staking, Field Surveying, **Tree Survey/Identification**, Legal Descriptions, Easements
- Construction administration
- Construction phase services, site observations, site visits
- Stream hydraulics and related FEMA flood studies or floodplain delineation.
- Wetland determination, Wetlands delineation, evaluation, permitting and mitigation.
- Engineering for foundations, retaining walls, or other structures.
- Cut and fill analysis or tabulations or other earthwork computer modeling.
- Off-site engineering studies (unless specifically stated above), including surveying, platting, and plan development for streets, extending or enlarging sanitary sewer lines, lift stations, water lines, or storm drainage systems, and including checking or verifying hydraulic capacity of off-site system(s) as a condition of use.
- Extensive coordination between parties (such as owner, adjacent developers, Contractor, City or other Agencies) due to: offsite development issues, ambiguous concepts, or lack of necessary decisions (by Client) on alternative development schemes, or major options.
- Site Lighting Plans
- Utility or easement relocations
- Review of Shop Drawings

As mentioned above, fee estimates for **Additional Services** are not included herein, unless included in the **Basic Services** portion of this proposal. All **additional** fees required by the project will be billed at a cost pursuant to the rates listed in the attached Rate Schedule, or based on a supplemental agreement after the scope of services is more defined. The Client will be notified prior to conducting any analyses or initiating any activities that would significantly affect the scope of work.



2013
SERVICE CODES & HOURLY RATES

<u>STAFF TYPE</u>	<u>BILLING SCHEDULE</u>
CIVIL ENGINEERING:	TYLER RATES
P1 PRINCIPAL	150.00
P2 SENIOR PRINCIPAL	160.00
P3 ENGINEER (LITIGATION SERVICES)	265.00
PE1 PROFESSIONAL ENGINEER - 1	120.00
PE2 PROFESSIONAL ENGINEER - 2	130.00
PE3 PROFESSIONAL ENGINEER - 3	140.00
HH1 HYDROLOGIST - 1	120.00
HH2 HYDROLOGIST - 2	130.00
HH3 HYDROLOGIST - 3	140.00
E11 ENGINEER-IN-TRAINING - 1	75.00
E12 ENGINEER-IN-TRAINING - 2	80.00
E13 ENGINEER-IN-TRAINING - 3	90.00
E14 ENGINEER-IN-TRAINING - 4	100.00
D1 ENGINEERING DESIGNER - 1	75.00
D2 ENGINEERING DESIGNER - 2	80.00
D3 ENGINEERING DESIGNER - 3	85.00
D4 ENGINEERING DESIGNER - 4	90.00
D5 ENGINEERING DESIGNER - 5	95.00
PM1 PROJECT MANAGER - 1	120.00
PM2 PROJECT MANAGER - 2	125.00
PM3 PROJECT MANAGER - 3	130.00
PM4 PROJECT MANAGER - 4	135.00
PM5 PROJECT MANAGER - 5 (LITIGATION SERVICES)	165.00
LANDSCAPE ARCHITECTURE:	
LA1 LANDSCAPE ARCHITECT - 1	110.00
LA2 LANDSCAPE ARCHITECT - 2	120.00
LA3 SENIOR LANDSCAPE ARCHITECT	130.00
LD1 LANDSCAPE DESIGNER - 1	85.00
LD2 LANDSCAPE DESIGNER - 2	90.00
LD3 LANDSCAPE DESIGNER - 3	95.00
ENVIRONMENTAL ENGINEERING:	
EE1 ENVIRONMENTAL ENGINEER - 1	125.00
EE2 ENVIRONMENTAL ENGINEER - 2	135.00
EE3 ENVIRONMENTAL ENGINEER - 3	165.00
ES1 ENVIRONMENTAL SPECIALIST - 1	75.00
ES2 ENVIRONMENTAL SPECIALIST - 2	90.00
ES3 ENVIRONMENTAL SPECIALIST - 3	105.00
OTHER:	
PA PROJECT ASSISTANT	65.00
PI PLANNER	90.00
CC CONSTRUCTION CONSULTANT	105.00
SSC SITE SELECTION CONSULTANT	160.00
CR CLIENT REPRESENTATIVE	160.00