

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING AN AGREEMENT WITH WESTRA CONSULTANTS FOR PROFESSIONAL ENGINEERING SERVICES FOR THE LES LACS POND IMPROVEMENTS PROJECT; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council desires to authorize an agreement with Westra Consultants to provide professional engineering services for the Les Lacs Pond Improvements project (the “Agreement”).

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS:

SECTION 1. The City Council hereby approves the Agreement between the Town of Addison and Westra Consultants, LLC in an amount not-to-exceed of \$736,100.00 for professional engineering services for the Les Lacs Pond Improvements project, a copy of which is attached to this Resolution as **Exhibit A.** The City Manager is hereby authorized to execute the Agreement.

SECTION 2. This Resolution shall take effect from and after its date of adoption.

DULY RESOLVED AND ADOPTED by the City Council of the Town of Addison, Texas, on this the **14th** day of **JUNE** 2022.

TOWN OF ADDISON, TEXAS

Joe Chow, Mayor

ATTEST:

Irma Parker, City Secretary

June 3, 2022

Via email: jtidwell@addisontx.gov

Janna Tidwell, PLA, LEED AP
Town of Addison
16801 Westgrove Road
Addison, TX 75001

**Re: Les Lacs Pond Improvements
Westra No. ADD21013**

Dear Janna,

Westra Consultants is pleased to submit this Letter Agreement to provide professional services for the above referenced project. This letter, when countersigned below, shall serve as our agreement and Notice to Proceed. Our project understanding, scope of services, schedule, and fee are listed below.

Project Understanding

The Project generally consists of providing engineering, surveying and landscape architecture services for the replacement of the pond liner, a new pond edge, additional plantings, site improvements, environmental improvements, and aesthetic amenities.

For a detailed description of the Scope of Services for this project see Attachment "A".

Additional Services

Services not specifically identified in the Scope of Services above shall be considered additional and shall be performed on an individual basis upon authorization by Client. Compensation for Additional Services shall be based on the hourly rates in effect at the time services are performed or on a pre-negotiated fee. Examples of such services is included with Attachment "A".

Information Provided by Client

Information to be provided by the Client for the completion of these services includes:

1. GIS Files for the Project, to include aeriels, topography, planimetrics and utilities.
2. Copies of the Town's format for specifications and contract documents.
3. Record drawings and as-builts of the Project area.
4. Drainage studies for the Project area.
5. Grading limits for the pond berm at Waterside Court.

Schedule, Fee and Billing

The tasks outlined in the Scope of Services will be completed within the following schedule, exclusive of Client or outside agency review time. Additional services, if desired and authorized, will be performed in a timely manner upon authorization by Client

Task	Fee	Expected Schedule
A. 100% Schematic Design	\$47,200	Up to 8 weeks
B. Topographic and Bathymetric Survey	\$24,400	Up to 6 weeks
C. Environmental and Drainage Analysis Services	\$61,800	Up to 12 weeks
D. Design Documents	\$476,100	Up to 12 weeks
E. Bidding and Construction Phase Assistance	\$75,000	Up to 8 weeks
F. Construction Materials Testing	\$51,600	Up to 42 weeks
TOTAL	\$736,100	

The Consultant will perform the work described in the Scope of Services for a lump sum fee of **\$736,100**. All permitting, application, and similar project fees will be paid directly by the Client. Fees will be invoiced monthly based upon the percentage of services completed as of the invoice date. Payment is due within 30 days of the receipt of the invoice.

Closure

In addition to the matters set forth herein, this Agreement shall include and be exclusively subject to the terms and conditions in the attached Standard Provisions. The terms "Client" and "Consultant" as used in the Standard Provisions are defined in the signature block below.

Please sign both copies of this letter, retain one original for your files, and return the second copy to us. The fee and schedule stated in this Agreement are valid for 60 days from the date of this letter. We appreciate the opportunity to work with you on this project and look forward to a long relationship. Please do not hesitate to contact us if you have any questions.

Sincerely,

Westra Consultants

ACKNOWLEDGED AND AGREED:

Westra Consultants, LLC
(Consultant)

Town of Addison
(Client)



Signature Date 06.03.2022

Signature Date

Sol Stigall Principal

Printed Title

Printed Title

Westra Consultants, LLC
Standard Provisions

- (1) **Basic Agreement.** Consultant shall provide or furnish the Services set forth in this Agreement. If authorized by Client, or if required because of changes in the Project, Consultant shall furnish services in addition to those set forth in this Agreement as "Additional Services". Unless otherwise agreed to in writing, the Client shall pay the Consultant for any Additional Services an amount based upon the Consultant's then-current hourly rates schedule.
- (2) **Period of Service.** Consultant shall complete its Services in a timely manner after receipt of a fully executed Agreement, any required retainer, and within the specific time period stipulated in the agreement. If no specific time period is stipulated, Consultant shall complete its Services within a reasonable period of time. If, through no fault of Consultant, such periods of time or dates are changed, or the orderly and continuous progress of Consultant's Services is impaired, or Consultant's Services are delayed or suspended, then the time for completion of Consultant's Services, and the rates and amounts of Consultant's compensation, shall be adjusted equitably.
- (3) **Client's Responsibilities.** In addition to other responsibilities described herein or imposed by law, the Client shall:
- (a) Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project including all numerical criteria that are to be met and all standards of development, design, or construction.
 - (b) Provide to the Consultant all previous studies, plans, or other documents pertaining to the project and all new data reasonably necessary in the Consultant's opinion, such as site survey and engineering data, environmental impact assessments or statements, upon all of which the Consultant may rely.
 - (c) Arrange for access to the site and other private or public property as required for the Consultant to provide its services.
 - (d) Review all documents or oral reports presented by the Consultant and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Consultant.
 - (e) Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary for completion of the Consultant's services.
 - (f) Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the scope, timing, or payment of the Consultant's services or any defect or noncompliance in any aspect of the project.
- (4) **Payment Procedures.** Consultant shall be compensated in accordance with the following provisions:
- (a) Consultant shall prepare and submit invoices periodically and in accordance with Consultant's standard invoicing practices. Payment of each invoice shall be due and payable within 30 days of receipt. Any retainer held by the Consultant shall be held for the duration of the project and applied to the final invoice. Interest will be added to accounts not paid within 30 days at the rate of 1.0% per month beginning on the 31st day. If the Client fails to make any payment due to the Consultant under this or any other agreement within 30 days, the Consultant may, after giving seven days written notice to Client, suspend Services and withhold deliverables under this Agreement until Consultant has been paid in full all amounts due for Services. Consultant may also initiate legal proceedings, including filing liens, to secure its rights under this Agreement.
 - (b) If Client disputes an invoice, either as to amount or entitlement, then Client shall promptly advise Consultant in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.
 - (c) If the Consultant initiates legal proceedings, including filing a lien, to collect payment, it may recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at the Consultant's normal hourly billing rates, of the time devoted to such proceedings by its employees.
- (5) **Termination.** The obligation to continue performance under this Agreement may be terminated in accordance with the following provisions:
- (a) For cause by either party upon seven 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. Failure to pay Consultant for services is a substantial failure to perform and a basis for termination.
 - (b) For cause by Consultant upon seven days written notice if Client demands that Consultant furnish or perform services contrary to Consultant's responsibilities as a licensed professional; or if the Consultant's Services are delayed for more than 90 days for reasons beyond Consultant's control.
 - (c) For convenience by Client effective upon Consultant's receipt of written notice.
 - (d) In the event of any termination, Consultant will be entitled to invoice Client and to receive full payment for all Services and Additional Services performed in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services.
- (6) **Successors, Assigns, and Beneficiaries.** This Agreement gives no rights or benefits to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Consultant, without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.
- (7) **Use of Documents.** All documents prepared or furnished by Consultant are instruments of service, and Consultant retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Client shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Client, subject to receipt by Consultant of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:
- (a) Client acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Consultant, or for use or reuse by Client or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Consultant;
 - (b) any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Consultant, as appropriate for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to Consultant or to its officers, directors, members, partners, agents, employees, and consultants;
 - (c) Client shall indemnify and hold harmless Consultant and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Consultant; and
 - (d) such limited license to Client shall not create any rights in third parties.
- (8) **Opinions of Cost.** Consultant's opinions (if any) of probable construction cost are to be made on the basis of Consultant's experience, qualifications, and general familiarity with the construction industry. However, because Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids,

or actual construction cost will not vary from opinions of probable construction cost prepared by Consultant. If Client requires greater assurance as to probable construction cost, it shall employ an independent cost estimate. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

(9) **Insurance.** The Consultant carries Workers' Compensation insurance, professional liability insurance, and general liability insurance. If the Client directs the Consultant to obtain increased insurance coverage, the Consultant will take out such additional insurance, if obtainable, at the Client's expense.

(10) **Standard of Care.** The standard of care for all professional engineering and related services performed or furnished by Consultant 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. No warranties, express or implied, are made or intended by the Consultant under this Agreement or otherwise, in connection with any services performed or furnished by Consultant.

(11) **LIMITATION OF LIABILITY.**

(a) In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Consultant and Consultants officers, directors, partners, employees, shareholders, owners and subconsultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Consultant and Consultants officers, directors, partners, employees, shareholders, owners and subconsultants, shall not exceed the greater of \$250,000 or three times the total compensation received by the Consultant under this Agreement.

(b) Higher limits of liability may be negotiated for additional fee.

(c) Under no circumstances shall the Consultant be liable for extra costs or other consequences due to changed conditions, or for costs related to the failure of contractors to perform work in accordance with the plans and specifications.

(d) This Section is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section shall require the Client to indemnify the Consultant.

(12) **THIRD-PARTY BENEFICIARIES.** 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 Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder. The Client and Consultant agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.

(13) **Mutual Waiver of Consequential Damages.** Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Consultant, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and the Consultant shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

(14) **Dispute Resolution.** Client and Consultant agree to negotiate all claims and disputes arising out of this agreement in good faith during the 30 days after notice of such claim or dispute. If negotiations are

unsuccessful, then said claim or dispute shall be mediated in accordance with the Construction Industry Mediation Procedures of the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.

(15) **Hazardous Substances and Conditions.** The parties acknowledge that Consultant's Services with respect to hazardous substances and/or conditions shall be strictly limited to providing professional analysis, recommendations, and reporting only when specifically agreed to in the Consultant's scope of services. In no event shall Consultant be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. If the Consultant or any other party encounters, uncovers, reveals, or otherwise becomes aware of a hazardous substance or condition not contemplated in the scope of services the client shall be notified. Upon notification, the Consultant may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.

(16) **Construction Phase Services.**

(a) If the Consultant's services include the preparation of documents to be used for construction and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto.

(b) If the Consultant is retained to provide construction phase services Consultant shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Consultant have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to such Constructor's furnishing and performing of its work. Furthermore, Consultant shall not be responsible for the acts or omissions of any Constructor and Consultant neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.

(c) The Consultant is not responsible for any duties assigned to the design professional in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and for its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

(17) **Confidentiality.** The Client consents to the use and dissemination by the Consultant of photographs of the project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.

(18) **Miscellaneous Provisions.** This Agreement is to be governed by the law of the State of Texas. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. Except as provided in Section 1, this Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument. Any provision in this Agreement that is unenforceable shall not affect the enforceability of the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

ATTACHMENT A
SCOPE OF SERVICES
 for
Les Lacs Pond Improvements, Addison, TX
 Westra Project No. ADD21013

PROJECT DESCRIPTION

The Project shall be defined as the Les Lacs Pond Improvements to generally include replacement of the pond liner, pond edge, additional plantings, site improvements and environmental and aesthetic amenities. The terms "Client" and "Town" shall refer to the Town of Addison. The term "Consultant" shall refer to Westra Consultants.

Les Lacs Pond is a 2.2-acre upland stormwater retention pond with perimeter sidewalks, two overlooks with water recirculation, fountains, landscaping, lighting, flumes, outfall, and a groundwater well. The Project improvements will include pedestrian sidewalk improvements where ADA is not currently met, required retaining walls for slope improvements, rain gardens, aquatic plantings, tree up lighting, shrubs and groundcover, trees, root barriers, landscape edging, irrigation, three (3) new fountains with pumps, lighting and electric, new outfall trash rack, and pond edge smoothing/reshaping with a combination of natural edge, stone edge, and concrete edge. The design will include construction phasing plans to address drainage during construction as well as dredging of the pond and removal and replacement of the existing pond liner. Reference **Exhibit B** below for design elements to be included with the Project.



LEGEND

- | | | | |
|---|---|---|--|
| 01 PROPERTY BOUNDARY | 07 WIDEN WALKS TO 6' AND CREATE CURVILINEAR ALIGNMENT | 13 EXISTING DECKING WITH PROPOSED MOVABLE SEATING AND GAME AREA | 19 PROPOSED EDUCATIONAL SIGNAGE |
| 02 NEW FOUNTAINS WITH LED LIGHTING | 08 PROPOSED POND OVERFLOW TRASH RACK | 14 PROPOSED FITNESS STATIONS ALONG WALK | 20 PROPOSED ROOT BARRIER TO PROTECT SIDEWALKS AND POND LINER |
| 03 EXISTING WATERFALL WITH PROPOSED LED LIGHTING AND CLEANING OF ROCKS | 09 PROPOSED SMOOTH POND FORM AND CONCRETE EDGE | 15 PROPOSED BOARDWALK | 21 NUTRIENT/DEBRIS COLLECTION CHAMBER |
| 04 PRESERVE EXISTING TREES AND ADD UPLIGHTING (*) | 10 PROPOSED SMOOTH POND FORM AND NATURAL LANDSCAPE EDGE | 16 PROPOSED BRIDGE | |
| 05 EXISTING CONCRETE FLUME WITH PROPOSED RAIN GARDEN AND STONE BOULDERS | 11 PROPOSED SMOOTH POND FORM AND STONE EDGE | 17 PROPOSED MEANDERING WALK | |
| 06 PROPOSED RETAINING WALLS | 12 PROPOSED ART | 18 PROPOSED AQUATIC PLANTING | |

DESIGN TIMELINE: 6 - 8 MONTHS
 CONSTRUCTION TIMELINE: 9 - 12 MONTHS
 BASE COST - POND DEMOLITION AND RECONSTRUCTION OF POND LINER: \$790,000
 CONCEPT OPTION 2 - POND LANDSCAPE, AMENITY AND SITE IMPROVEMENTS: \$2,897,000
 MATERIALS TESTING, CONSTRUCTION ADMINISTRATION, PERMITTING, LANDSCAPE ARCHITECTURE AND ENGINEERING, & SURVEYING SERVICES: \$898,750
 TOTAL PROBABLE COST: \$4,283,750.00

NOTES:
 OPTION 2 INCLUDES ITEMS SHOWN IN OPTION 1 AND RECOMMENDED ENHANCEMENTS. THE ENHANCEMENTS WILL BE PRIORITIZED BY COMMUNITY INPUT.



NOTE: Plan shown above represents our best understanding of the scope and extent of the Project at the time of preparing this Proposal. Substantive changes may require consideration of Additional Services.

The Consultant shall provide the following tasks for the Project:

Task A: 100% Schematic Design

1. Meet with Town staff to provide a project kickoff, and further define project requirements and objectives.
2. Develop a 100% schematic design plan based on the 75% concept design and the approved improvements as identified in the City Council presentation dated June 11, 2019.
3. Prepare a 100% schematic design opinion of probable construction cost (OPCC).
4. Attend one (1) meeting with the Town staff to present the 100% schematic design.
5. Deliverable will include one (1) overall PDF color-rendered schematic design plan to communicate the character, look and feel for proposed design themes, materials, finishes and uses/activities.

Task B: Topographic and Bathymetric Survey

1. Perform a topographic survey for the Project to consist of approximately 2.5 acres of property. The Consultant will locate on the ground existing visible improvements and other ground points necessary to prepare a topographic survey of the project area with 1-foot contour intervals. These improvements will include pond edge, landscaping, planting beds, utilities visible from the surface, benches, sidewalks, flumes, adjacent cul-de-sacs, eastbound lanes of Beltway Drive, trees and tree species identification, lighting, signs, two (2) lookout piers, water well equipment yard, screening walls and retaining walls. The Consultant will locate existing utility measure downs within the survey limits.
2. Locate or set benchmarks and provide benchmarks and control points on the construction plans. The Consultant will locate existing local survey monuments to establish control for the Project on the Town datum.
3. Perform a bathymetric survey of the pond to measure the depth of the pond and the depth of the sediment to be removed from the pond, with total volume of dredging.
4. Perform boundary verifications to determine the limits of the City owned property. Property limits will be marked on site.
5. No easement or title research is included in this proposal.

Task C: Environmental and Drainage Analysis Services

1. Conduct pond sediment sampling aimed at evaluating potential hazards and identifying a preliminary waste classification and disposal recommendations. This task will include sediment sampling, laboratory analysis, and review followed by a waste profile opinion for the Les Lacs Pond. Consultant shall collect up to 4 sediment samples.
2. Upon receipt of final laboratory analytical data, Consultant will review the data and evaluate the preliminary waste classification in accordance with 30 Texas Administrative Code 335. Consultant will provide a memo documenting the data collection procedures, analysis, results, and recommendation for proper disposal for dredged sediments.

Attachment A, Page 2 of 5

3. Review the most current Les Lacs Pond water quality sampling report provided by the Town in conjunction with the sediment sampling results noted above. Provide recommendations for aquatics, rain gardens, plantings, filter media, or other stormwater quality best management practices to include in the design documents for the purpose of improving the water quality.
4. Prepare a drainage area map and drainage calculations for the stormwater inflows to the Les Lacs Pond. Determine peak flows for the 1-, 2-, 10-, 50-, and 100-year storm events to be used in the design of the stormwater treatment systems. Drainage analysis will include cut/fill analysis and pond storage volume.
5. It is understood the Les Lacs Pond is not a jurisdictional water, therefore no wetland determinations or USACE coordination services are include with this scope.
6. Replacement of the three (3) pond fountains is included with the scope of work. No additional water circulation system design or water well design is included with this scope.

Task D: Design Documents

1. Prepare plans and specifications to show the character and extent of the Project upon approval of the 100% Schematic Design. Provide a cost opinion based on the drawings and specifications.
2. Submit plan reviews for Client at 50% design completion to discuss preliminary working plans and at 90% design completion to discuss final plans. Deliverables for each submittal will include digital submittals in PDF format.
3. Obtain necessary accessibility approvals for the design utilizing services of a Registered Accessibility Specialist.
4. Prepare construction plans for a temporary bypass drainage system to divert flow to the downstream system during construction activities.
5. Prepare contract documents and specifications for construction of the Project for review and approval by the Client with the 90% submittal. No contract documents and specifications will be included with the 50% design. Include technical specifications, agreement forms, general and special conditions, bidding documents, and other related documents, in a form sufficient for Client to advertise for bids with the 90% submittal. Consultant shall use forms provided by the Client.

Task E: Bidding and Construction Phase Assistance

1. Provide assistance during the bidding process including preparation of advertisements, distribution of documents and addenda, attending the bid opening, tabulating bids, recommendation for award, and preparation of contract documents.
2. Attend one (1) Prebid meeting and one (1) Preconstruction meeting with the Client and the Contractor.
3. Attend one (1) public meeting with the Client and the selected Contractor to answer resident questions about the construction process. Meeting to be scheduled and coordinated by the Client.

4. Provide assistance during construction as requested including responding to Contractor questions, change orders, field changes, construction observations and preparation of record drawings. Daily inspections of the project are not included with this scope.
5. Consultant assumes no more than thirty (30) site visits will be required for the Project construction duration.

Task F: Construction Materials Testing

1. Provide construction materials engineering services for the construction of the Project. Testing services are based on an assumed number of predetermined tests and may require adjustment once the design documents are completed for construction.
2. Testing services include earthwork and concrete testing. Earthwork testing will include subgrade, fill, backfill and flatwork subgrade materials, retaining wall subgrades and in-place moisture/density testing of same. Concrete testing includes on-site placement observation and testing to include slump, temperature, entrained air, and molding of test cylinders, laboratory curing, and testing of cylinders.
3. Client to provide contact information for the distribution of test results.

ADDITIONAL SERVICES

Services not specifically identified in the Scope of Services above shall be considered additional and shall be performed on an individual basis upon authorization by Client. Compensation for Additional Services shall be based on the hourly rates in effect at the time services are performed or on a pre-negotiated fee. Such services shall include, but not be limited to the following:

1. Changes to design after approved by the Client.
2. Design of bridges or boardwalks.
3. Any redesign of the overlook piers.
4. Environmental education signage.
5. Phasing of the Project.
6. Boundary surveys.
7. Platting, easement or title research.
8. Water or sanitary sewer studies.
9. Offsite water or sanitary sewer extensions.
10. Design of any water circulation systems for the pond other than the three (3) fountain replacements.
11. Water well design.
12. Public roadway or drainage improvements.
13. Wetland determinations/USACE permitting.
14. Traffic control plans.
15. LEED design and documentation.
16. Grant applications.
17. Tree tagging.
18. Record drawings, as-built drawings and/or shop drawings.