

CITY COUNCIL
GIL MCDOUGAL, MAYOR
SHIRLEY MARCHMAN, MAYOR PRO TEM
MATTHEW MONTAHAN
ANNA MCCOY
DANNY CARTER

City of Villa Rica



CITY MANAGER: TOM BARBER
CITY CLERK: THERESA CAMPBELL
CITY ATTORNEY: C. DAVID MECKLIN

571 W BANKHEAD HWY
VILLA RICA, GA. 30180
770.459.7000 | VILLARICA.ORG

SPECIAL CALLED CITY COUNCIL MEETING AGENDA

Holt-Bishop Justice Center, Municipal Courtroom, 101 Main Street
September 22, 2017 | 8:00 AM

Meeting Call to Order (Mayor Jeff Reese)

Adoption of the Agenda (Mayor Jeff Reese)

Public Comment (We ask that you sign in for Public Comment before the meeting begins. Please state your Name and Address for the record and limit your comments to three minutes.)

A. Finance (Sarah Hefty)

1. ADD BANK ACCOUNT FOR SELF FUNDED INSURANCE: To set up a new bank account for self-funded insurance.
2. 2018 BUDGET CALENDAR: Approval of revised budget calendar

B. Human Resources (Stephanie Rooks, Manager)

1. CONTRACTS AND AGREEMENTS WITH VARIOUS COMPANIES: Approval of contracts and agreements to move forward with the Self-Funded Health Plan, Rx and Reporting Features.

C. Governing Body (Mayor & Council)

1. WORK AUTHORIZATION FOR INTERIM PLANNING AND ZONING COORDINATOR: To engage Brennon Jones as our Interim Community Development Director.
2. DISCUSS SIGN ORDINANCE (COUNCILMAN GIL MCDOUGAL)
3. OLD TOWN VILLAGE STREET LIGHTS (COUNCILWOMAN LESLIE MCPHERSON): Approval of City paying the \$195 (estimate) fee to turn the street lights back on and continuing to pay the bill to keep them on.
4. STREET LIGHTS ON VILLAGE LANE (COUNCILMAN GIL MCDOUGAL): Approval of City paying the bill for the street lights.

D. Adjournment



Agenda Item: _____

CITY OF VILLA RICA

City Council Packet

SUBJECT: Add Bank Account for Self-Funded Insurance
CITY COUNCIL AGENDA DATE: 9-22-2017

DATE: 9/18/2017
PREPARED BY: Sarah Hefty

FISCAL IMPACT: n/a
ANNUAL –
CAPITAL –
OTHER –

FUNDING SOURCE: n/a

PURPOSE: To set up a new bank account for self-funded insurance.

BACKGROUND:

We will transfer money monthly to the self-funded bank account. Claims and other fees will be drawn from these funds. This will allow us to keep the insurance money separate from the operating bank account.

The following signers will be on the account:

Thomas Barber
Alisa Doyal
Jeff Reese
Shirley Marchman
Verland Best
Danny Carter
Leslie McPherson
Gil McDougal

STAFF RECOMMENDATION: To approve the new bank account.

IMPACT: Ability to keep self-funded insurance money separate from operating bank account.

City of Villa Rica 2018 Budget Calendar

Date	Staff Meeting	Council Meeting	Information	Description
Monday, July 10, 2017			•	Begin preparation of budget worksheets, including prior year actuals and YTD estimates.
Tuesday, July 18, 2017	•			Meet with City Manager to discuss budget objectives.
Friday, August 04, 2017			•	Distribute budget worksheets, capital request forms, and personnel request forms to departments.
Thursday, August 24, 2017			•	Deadline for budget worksheets, capital request forms, and personnel request forms.
Thursday, August 31, 2017	•			Meet with City Manager to discuss budget projections.
Wednesday, September 06, 2017	•			Meet with City Manager to discuss budget submissions.
Tuesday, September 12 - Thursday, September 14, 2017	•			City Manager and CFO meet with departments to discuss budget submissions.
Friday, September 29, 2017			•	Draft Budget to be submitted to City Clerk and City Council.
Tuesday, October 03, 2017			•	Advertise for Budget Workshop.
Thursday, October 19, 2017		•		<u>Special Called Council Meeting:</u> Budget workshop.
Friday, October 27, 2017			•	Proposed Budget to be submitted to City Clerk and City Council.
Tuesday, October 31, 2017			•	Advertise for Budget Workshop.
Tuesday, October 31, 2017			•	Advertise for Public Hearing.
Thursday, November 02, 2017		•		<u>Council Work Session:</u> Presentation of 2018 Budget.
Thursday, November 09, 2017		•		<u>Special Called Council Meeting:</u> Budget workshop.
Thursday, November 09, 2017		•		<u>Special Called Council Meeting:</u> Public Hearing for 2018 Budget.
Friday, November 17, 2017			•	Final Budget to be submitted to City Clerk and City Council.
Tuesday, November 21, 2017			•	Advertise for Public Hearing.
Tuesday, November 28, 2017			•	Advertise for Adoption.
Thursday, November 30, 2017		•		<u>Council Work Session:</u> Public Hearing for 2018 Budget.
Tuesday, December 05, 2017		•		<u>Monthly Council Meeting:</u> Adoption of the 2018 Budget.
Friday, December 15, 2017			•	Publish and distribute adopted budget. Upload to City website.



CITY OF VILLA RICA

City Council Packet

SUBJECT Contracts and Agreements between the City and the various carriers involved with the self-funding of health insurance.

CITY COUNCIL AGENDA DATE: 09/22/2017

DATE:09/18/2017

PREPARED BY: Stephanie Rooks

FISCAL IMPACT: Initial Cost: Binder or required investment is \$60,713
Approximate monthly cost: \$ 32,527

ANNUAL – Annual Cost \$390,328
CAPITAL –
OTHER –

FUNDING SOURCE: General Fund and employee contributions

PURPOSE: Approval of contracts and agreements to move forward with self-funded health plan, Rx and Reporting features.

BACKGROUND: In August of 2017 we presented the self-funded proposal it was approved by Council in August. The documents that you have are required to implement the different features of the overall plan.

STAFF RECOMMENDATION: Approval of contracts and Agreements between the City and the TPA, Captive Agreement, Rx Agreement, Stop Loss Agreement and the Value Based Pricing

IMPACT:

- **TPA – HealthScope – \$81.00 per person per month, fee includes HST referenced based pricing, claims administration, PHCS Network rental, and consulting fees.**
The Third-Party Administrator manages the medical network, doctors and employee eligibility. They collect all of the premiums and process all of the employee medical claims. They process payments to all of the doctors and remit the Stop Loss premiums to the stop loss carrier. Basically, they are the engine that runs the entire program.

- **Pareto Captive Agreements –Initial Investment \$25,000.00**

Pareto Captive

The purpose of the Pareto Captive is to provide an additional level of protection to the Employer against high cost claims. The Pareto Captive accomplishes this by providing a shared insurance policy in the form of a shared member Insurance Company. Each member company owns a portion of the insurance company and resulting policy. Paradigm is the name of the specific Captive from Pareto that the City of Villa Rica will be enrolled. The investment in the Paradigm Reinsurance Company is refundable if the City of Villa Rica would like to withdraw from membership.

Agreements:

Paradigm RE Subscription Documents: (Specific Captive Program within Pareto)

Investor Profile Form – This document identifies the City of Villa Rica

General Eligibility Representations – Lets the Captive know who you are, that you are a real company with real assets and that you are not certain entities like a bank

Subscription Agreement – Details the terms of the subscription into the Paradigm Corporation. Subscription = interest in the company. Pareto Captive Services is the manager of the Paradigm program. This document also contains the Memorandum of Investment Placement and the member acknowledgement and acceptance.

- **SpringBuck – Reporting Package – Included in Pareto contract.**

Springbuck is the analytical reporting tool utilized by the Pareto Captive. Each client is automatically enrolled and give this tool to help the employer understand their benefits program and the associated claims costs. Included in this section is the End User License Agreement. Authorization letter to be sent to the TPA to release claims data to Springbuck.

- **AIG Organ Transplant Rider - \$1,257.30 per month with a binder fee of \$15,087.60**

When structuring employer plans moving from Fully Insured to Partially Self-Funded, we like to ensure the employer is fully protected from high cost claims that might impact the cost of the Stop Loss policy. The AIG Organ Transplant policy provides additional protection should a member need an expensive organ transplant.

- **HST – Value Based Pricing – Joinder Agreement 11.25 per member per month included in HealthScope fees.**

HST provides the ability to tie facility charges to a percentage of Medicare reimbursement. Facility charges represent a significant portion of any in-patient or out-patient medical service. We can significantly reduce the City of Villa Rica's medical costs by processing these facility charges to a reimbursement schedule based on Medicare. HST provides this service in coordination with Health Scope, TPA.

Term is 12 months from the effective date. After the initial term, it will automatically renew for successive one-year terms.

- **US-RX Care PBM Agreement & Business Associate Agreement– Fees are \$4.25 per member per month, plus \$1.50 per prescription filled, no binder required.**

PBM agreement is the Prescription Drug Management Agreement, which defines our plan design and formulary. **Business Associate Agreement** allows the employer and US Rx Care the ability to transfer Protected Health Information (PHI) or confidential information necessary to run the program

- **HCC Stop Loss Agreement – \$21, 270 *per member per month, with a binder of \$20,625.74.*** This plan limits the City’s financial exposure should claims exceed our total maximum liability or a specified amount per individual.



CITY OF VILLA RICA

City Council Packet

SUBJECT: Work Authorization for Interim Planning and Zoning Coordinator

CITY COUNCIL AGENDA DATE: September 22, 2017

DATE: September 19, 2017

PREPARED BY: Tom Barber

FISCAL IMPACT: \$135 per hour as needed

ANNUAL –

CAPITAL –

OTHER –

FUNDING SOURCE: General Fund, Community Development Department

PURPOSE: To engage Brennon Jones as our interim Community Development Director.

BACKGROUND: The position of Community Development Director is vacant and requests for service continue to roll in. The opening has been posted and advertised and closes on September 29. Until a replacement is in place and up to speed we need to bring in an interim Director who can work unsupervised and hit the ground running.

Brennon Jones, an engineer and resident of nearby Winston, is available to assist us. He currently acts as the City Engineer for a couple of tiny Georgia municipalities and is able to immediately begin directing our staff as they process applications for building permits, zoning requests, etc.

STAFF RECOMMENDATION: Staff recommends that City Council approve the Agreement for Engineering Services with Brennon Jones to specifically allow him to serve as the Interim Community Development at a rate of \$135 per hour.

IMPACT:

**AGREEMENT FOR ENGINEERING SERVICES
BETWEEN CITY OF VILLA RICA, GEORGIA
AND BRENNAN JONES ENGINEERING ASSOCIATES, LLC
FOR
MISCELLANEOUS ENGINEERING SERVICES**

THIS AGREEMENT, made and entered into this ____ day of September 2017, by and between **CITY OF VILLA RICA, GEORGIA**, with its principal office at 571 W. Bankhead Highway, Villa Rica, GA 30180, hereinafter referred to as "OWNER", and **BRENNAN JONES ENGINEERING ASSOCIATES, LLC**, providing professional services with its principal office at 7513 Mason Falls Dr., Winston, Georgia 30187, hereinafter referred to as "CONSULTANT" or "ENGINEER":

WHEREAS, OWNER, desires to receive the engineering services related to **MISCELLANEOUS ENGINEERING SERVICES**, with a scope generally defined by CONSULTANT'S proposal presented in Appendix A; and

WHEREAS, OWNER is desirous of engaging the services of said CONSULTANT to perform or furnish said services. **WHEREAS**, CONSULTANT has available and offers to provide personnel and facilities necessary to accomplish said services in a timely manner.

NOW, THEREFORE, said OWNER and said CONSULTANT, for the considerations hereinafter set forth, mutually agree as follows:

Article I – Professional Engagement

OWNER hereby engages CONSULTANT, as an independent contractor, to perform or furnish the services hereinafter more particularly described in Appendix A, commencing on the date of this Agreement.

CONSULTANT hereby agrees to perform or furnish as an independent contractor professional and related services as set forth herein. CONSULTANT may retain qualified sub-consultants to assist in the performance of professional services.

CONSULTANT is an independent contractor and is not and shall not be deemed to be an employee, agent, servant, partner or joint-venturer of OWNER. CONSULTANT shall have the exclusive supervision, direction and control of all employees, sub-consultants, subcontractors, suppliers, materials, equipment and facilities, employed, contracted with, or used by, CONSULTANT in performing or furnishing services under this Agreement.

Article II – Term of Contract:

The initial term of the Agreement between the OWNER and CONSULTANT shall be for a 24-month period beginning on the date of this Agreement. The Agreement may be renewed, at the discretion of the OWNER, for successive 12-month terms. If the OWNER desires to extend the Agreement, written notice to the Engineer is required. If the Agreement will not be extended, the OWNER will provide written notice to Engineer 60-days prior to the end of the Agreement term.

Article III – Scope of Services

The scope of services performed or furnished by CONSULTANT under the terms of this Agreement is defined in Appendix A and in the executed Work Orders pursuant hereto which will authorize CONSULTANT to perform specific services related to the project. Unless modified in writing by both parties through a Work Order, duties of CONSULTANT shall not be construed to exceed those services specifically established in Appendix A. Any additional fees associated with services not included in Appendix A or authorized Work Orders must be defined and agreed to by OWNER in writing prior to initiation of those services.

Article IV – Cooperation by OWNER

OWNER shall, to the extent reasonable and practicable, cooperate with CONSULTANT in the performance of CONSULTANT's services hereunder. Such cooperation shall include, but not necessarily be limited to: providing right of access to work sites as required for Consultant to perform or furnish services under this Agreement; providing relevant material available from OWNER's files such as maps, drawings as available, records, and operation and maintenance information; serving all notices, attending meetings; payment of all permit and other required fees associated with the Project; and rendering assistance in determining the location of existing facilities and improvements which may be affected by the Project.

OWNER shall be responsible for providing legal services which it deems necessary for the Project including review of contract documents, public advertising, easements, rights of entry and contract letting.

OWNER shall appoint the City Manager or his designee as OWNER'S REPRESENTATIVE with respect to the services to be performed under this Agreement. OWNER'S REPRESENTATIVE shall have complete authority to transmit instructions, receive information, and interpret and define OWNER's policies. CONSULTANT shall be entitled to rely on representations made by OWNER'S REPRESENTATIVE unless otherwise specified in writing by OWNER.

Article V – Schedule

A schedule for carrying out services performed by CONSULTANT under the terms of this Agreement is set forth in Appendix A. CONSULTANT will perform or furnish all services under this Agreement in accordance with said schedule.

OWNER will be kept informed as to the progress of the services under this Agreement under the terms presented in Appendix A. Neither party shall hold the other responsible for damages caused by, arising out of or resulting from delays beyond the control of the other party. Delays in work performed by CONSULTANT'S Sub-consultants are deemed to be delays within the control of CONSULTANT.

Article VI – Assignment of Contract

CONSULTANT shall not assign this Agreement or any portion of the services to be performed or furnished hereunder without prior written approval of OWNER.

Article VII – Ownership and Reuse of Work Products

All documents including Drawings and Specifications prepared or furnished by ENGINEER pursuant to this Agreement are instruments of service in respect of the Project and ENGINEER shall retain an ownership and property interest therein whether or not the Project is completed. OWNER may make and retain copies for information and reference in connection with the use and occupancy of the Project by OWNER and others; however such documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, and OWNER shall indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER. CONSULTANT shall provide OWNER both hard and electronic copies of all deliverables including reports, drawings, computer files, etc as specified in each executed Work Order.

Article VIII – Payment and Fee Schedule

Invoices for CONSULTANT's services shall be submitted, at CONSULTANT's option, either upon completion of such services or on a monthly basis (unless noted otherwise in the executed Work Order) and are due when rendered. Invoices shall be considered "Past Due" if not paid within 30 days after the invoice date. If the invoice is not paid within 30 days, CONSULTANT may, without waiving any claim or right against the OWNER, and without liability whatsoever to the OWNER, terminate the performance of the service. Unpaid accounts shall be subject to a monthly service charge of 1.5% on the unpaid balance at the sole election of CONSULTANT. In the event any portion or all of an account remains unpaid 90 days after billing, the OWNER shall pay all costs of collection, including attorney's fees.

The CONSULTANT's Billing Rate Schedule is included in Appendix "A" and apply to those employees of the CONSULTANT who are engaged in providing professional services under this AGREEMENT. Direct expenses (including subconsultants hired by the CONSULTANT) will be invoiced at cost plus 15% to the OWNER. The CONSULTANT stipulates that the labor category billing rates may be revised on an annual basis (i.e., in January) to account for salary adjustments. The OWNER reserves the right to review the proposed annual billing rate adjustments for approval prior to implementation by the CONSULTANT.

Article IX – Suspension of Work

OWNER may, at OWNER'S discretion, suspend, in writing, all or a portion of the services under this Agreement. CONSULTANT may suspend the services under this Agreement in the event OWNER does not make payment in accordance with the payment terms in Article VIII. The services under this Agreement will only be suspended for non-payment after written notice is received by OWNER from CONSULTANT of its intention to suspend performance and a cure period of seven (7) days after receipt of this notification by OWNER. The time for completion of the services under this Agreement shall be extended by the number of days the services under this Agreement is suspended. If the period of suspension exceeds ninety (90) days, the terms of this Agreement are subject to renegotiations, and both parties shall have the option to terminate the services under this Agreement on the suspended portion of project in accordance with Article X.

Article X – Termination of Services

OWNER, by notifying CONSULTANT in writing, may terminate any or all of the services covered by this Agreement. In the event of such termination, CONSULTANT shall have the right to expend a reasonable amount of additional time to assemble work in progress for the purpose of proper filing and closing of the job. Such additional time shall not exceed five percent (5%) of the total time expended to the date of notice of termination or a designated total time agreed upon in the executed Work Order. All charges thus incurred, together with associated expenses reasonably incurred by CONSULTANT and reasonable charges for any other commitments outstanding at the time of termination (such as for termination of sub-consultants, rental agreements, etc.), shall be payable by OWNER within thirty (30) days following submission of a final statement by CONSULTANT. However, in the event that termination of said Agreement with CONSULTANT occurs at the completion of a specific phase of the services, the aforesaid provision for the proper filing and closing will not apply unless agreed to by OWNER under a specific Work Order. The payment provided for under this Article shall constitute full satisfaction of any obligation OWNER has, may have or could be found to have to pay for services performed or furnished and expenses or charges incurred by CONSULTANT pursuant to this Agreement and any and all liabilities or damages arising out of or resulting from the termination of this Agreement.

Article XI – Indemnification and Hold Harmless:

To the extent permitted by Georgia law, the Owner shall indemnify and hold harmless Engineer and all of its personnel from and against any claims, damages, losses and expenses (including attorney's fees) arising out of or resulting from the performance of the services, provided that any such claim, damage, loss or expense is caused by the negligent act, omission, and/or strict liability of the Owner, anyone directly employed by the Owner (except Engineer), or anyone for whose acts any of them may be liable. To the extent permitted by Georgia law, Engineer shall indemnify and hold harmless Owner and all of Owner's personnel from and against any claims, damages, losses and expenses (including attorney's fees) arising out of or resulting from the performance of the services, provided that any such claim,

damage, loss or expense is caused by the negligent act, omission, and/or strict liability of Engineer, anyone directly employed by Engineer, or anyone for whose acts any of them may be liable.

Article XII – Limit of Liability:

In recognition of the relative risks, rewards and benefits of the project to both the OWNER and ENGINEER, the risks have been allocated such that ENGINEER and the OWNER agree that, to the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of ENGINEER and ENGINEER's officers, directors, employees, agents and ENGINEER's consultants, and any of them, to OWNER and anyone claiming by, through or under OWNER, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract or warranty express or implied of ENGINEER or ENGINEER's officers, directors, employees, agents or ENGINEER's consultants or any of them, shall not exceed limits of professional errors and omissions liability insurance.

Article XIII – Insurance

CONSULTANT shall maintain commercial general liability insurance protecting it against claims arising from bodily or personal injury or damage to property, including loss of use thereof, resulting from operations of CONSULTANT pursuant to this Agreement.

CONSULTANT shall maintain a policy of professional liability insurance, protecting it against claims arising out of the negligent acts, errors, or omissions for which it is legally liable in the performance or furnishing of professional services pursuant to this Agreement. CONSULTANT'S minimum insurance limits for Professional Liability coverage shall not be less than \$2,000,000 aggregate and \$1,000,000 per occurrence.

Upon request by OWNER, CONSULTANT will provide OWNER with Certificates of Insurance evidencing the coverages.

OWNER agrees to endeavor to include a provision in the OWNER's contract with the Construction Contractor engaged on the Project which requires that CONSULTANT be listed as an additional insured on such Construction Contractor(s) liability insurance policy and property insurance (Builder's Risk) policy, if any.

Article XIV – Notices:

Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears on the signature page to this Agreement (as modified in writing from time to time by such party) and given personally, by registered or certified mail, return receipt requested, or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

Article XV – Survival:

All express representations, indemnifications or limitations of liability made in or given in this Agreement will survive the completion of all services of ENGINEER under this Agreement or the termination of this Agreement for any reason.

Article XVI – Severability:

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and ENGINEER, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

Article XVII – Controlling Law

Unless otherwise specified, this agreement shall be governed by the laws in the State of Georgia. Any legal actions arising out of the performance of this Agreement shall be heard in the Douglas County, Georgia court system.

IN WITNESS WHEREOF, this Agreement has been executed by the respective duly authorized agent of OWNER and CONSULTANT, all as of the day and year first above written.

CONSULTANT
BRENNANJONES ENGINEERING
ASSOCIATES, LLC

OWNER
CITY OF VILLA RICA, GEORGIA

By 
Brennan D. Jones, P.E.
Title Principal

By _____
Tom Barber
Title City Manager

Date September 15, 2017

Date _____

Address for Giving Notices:

Brennan Jones Engineering Associates, LLC
7513 Mason Falls Drive
Winston, Georgia 30187

City of Villa Rica
571 W. Bankhead Highway
Villa Rica, Georgia 30180

Attn: Brennan D. Jones, P.E.

Attn: Tom Barber

Ph (770) 688-5148
Fx (770) 577-00300
Email brennanjones@comcast.net

Ph (770) 459- 7000
Fx (770) 459-7003
Email tbarber@villarica.org

APPENDIX A INCLUDES:

Engineer's Proposal
Engineer's Billing Rate Schedule

PROPOSAL

In response to your request, Brennan Jones Engineering Associates, LLC, (CONSULTANT or ENGINEER), is pleased to provide this proposal to provide consulting engineering services to the OWNER as set forth below. The CONSULTANT will work with the OWNER to coordinate and integrate the overall management; planning; analysis; preparation of reports; plan reviews; engineering design; general consulting services; and construction review for each project. The initial scope of services includes general consulting services, which includes miscellaneous engineering assignments, meetings with OWNER, and other tasks. These services will be billed based on a time and expense basis in accordance with the attached Billing Rate Schedule.

In general, the services provided by the CONSULTANT will include, but not necessarily be limited to, the following services:

- General Consulting Services
- Engineering and Design
- Technical Reports
- Permitting and Regulatory Agency Coordination
- Construction Management and Oversight
- Feasibility Studies
- Project Planning
- Project Management
- Provision of Construction Cost Opinions and Data
- Other services may be added at the discretion of the OWNER, under the terms of this AGREEMENT

The CONSULTANT will work with the OWNER to coordinate and integrate the overall management; planning; analysis; engineering design; and construction review for each project. In general, the CONSULTANT will oversee project management and planning, scope of work development, work progress monitoring, project schedule maintenance, engineering design, construction review, and project cost control, as well as address additional design related tasks specifically requested by the OWNER.

For all projects, which are not considered General Consulting Services, the CONSULTANT will prepare and submit a WORK ORDER (WO) to be executed between the OWNER and the CONSULTANT. The WO will describe the specific work element, project, report, study, task, etc. (unless directed otherwise by the OWNER); specify the scope of services, schedule, and fee arrangement. Each WO will reference this AGREEMENT and be an amendment to this AGREEMENT.

OWNER and CONSULTANT, in consideration of their mutual covenants herein, agree in respect of the performance of professional engineering and management services by CONSULTANT and the payment for those services by OWNER as set forth below.

GENERAL CONSULTING ENGINEERING SERVICES

CONSULTANT shall provide professional services to the OWNER in the form of project management and consulting engineering services, from time to time, as requested by OWNER. These services will be provided on a formal (written) or informal (verbal) basis as determined by the circumstances and the wishes of the OWNER. Examples of General Project Management and Consulting Engineering Services would include, but not be limited to, the following:

- a. Serve as consulting engineer on behalf of the OWNER to various subconsultants as it relates to project planning, scope of work development, work progress oversight, project QA/QC, budget review/management, schedule and construction oversight.

- b. Preparation of engineering studies, alternative evaluations, surveys, reports, cost estimates, financial analysis, or other engineering documents specifically requested by OWNER.
- c. Serve as engineering liaison for the OWNER to various local, state and federal agencies that may have jurisdiction over certain aspects of OWNER'S operations.
- d. Review of existing system data and providing of advice pertaining to City operations, planning, expansion, repair or other matters that may be of concern to OWNER.
- e. Provide other engineering related services as may be requested and authorized by the OWNER.

OTHER ENGINEERING SERVICES

For all projects where the scope of services can be defined, the CONSULTANT will prepare and submit a **WORK ORDER (WO)** to be executed between the OWNER and the CONSULTANT for the specific work assignment, project, report, study, task, etc., which will specify the scope of services, schedule, and fee arrangement. Each WO will reference this AGREEMENT and be an amendment to this AGREEMENT. The OWNER has the option to direct the CONSULTANT to utilize an alternative method to the WO (as warranted by the work task requested) including memo, email or other similar and acceptable documentation method. A general description of services to be provided by the CONSULTANT as part of Work Orders includes but is not limited to the services described below:

Engineering Services. Include those services normally associated with project management, engineering analysis and engineering design or other projects stipulated by the OWNER. Engineering services will typically include, but not be limited, to the following.

Preliminary Design and Planning Phase. The CONSULTANT shall:

Define the project specific objectives, scope of work, schedule, and preliminary budget for projects requested by the OWNER.

Advise OWNER if additional data or supplemental professional services of the types described in this AGREEMENT are necessary, and procure the necessary services.

Prepare preliminary design documents consisting of the following: design criteria, cost estimate information, preliminary drawings, project scope of work development, design schedule and written description of the project.

Provide coordination, permitting, and managerial assistance to the OWNER regarding utility relocation, easements, R/W acquisition, etc. as specifically requested by the OWNER.

Comprehensive Design Phase. The CONSULTANT shall:

Perform engineering surveys of the construction site to determine horizontal and vertical site data including topography, relevant site elevation data, locations and measurements of existing site conditions that could affect the project.

Represent the OWNER at public hearings and City meetings with applicable regulatory agencies and/or City Council and City Staff.

Preparation of detailed design plans, specifications, documents (a.k.a. Contract Documents/Bidding Documents) and engineering cost estimates for the project.

Oversee the work efforts of the subconsultants as it relates to the overall project objectives, schedule and budget. Technical accuracy and design quality will be the responsibility of the subconsultant unless otherwise stipulated in their contract with the CONSULTANT.

Advise OWNER of potential adjustments as it relates to total project costs resulting from changes

in project scope, extent, character, or design requirements of the project or construction costs.

Furnish no more than five copies of design plans, specifications and documents for approval by the OWNER, his representatives, and applicable regulatory authorities.

Pre-Construction Phase. The CONSULTANT shall:

Assist OWNER in advertising for and obtaining bids or negotiating contracts for each construction project, and maintain a record of prospective bidders to whom Construction Documents/Bidding Documents have been issued, attend pre-bid conferences and issue Construction Documents/Bidding Documents.

Issue addenda appropriate to interpret, clarify or expand the Construction Documents/Bidding Documents.

Consult with OWNER concerning, and determine, the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the Construction Documents/Bidding Documents.

Attend the bid opening, prepare bid tabulation sheets and assist OWNER in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment and services. CONSULTANT will verify that the contractor's insurance and bonding capabilities meet the OWNER's requirements.

Construction Phase Services. The CONSULTANT shall:

CONSULTANT will arrange a pre-construction conference with the successful bidder to discuss administrative issues associated with the project; address project logistics; establish lines of communication; and address other applicable issues as necessary in the interest of construction QA/QC and safety.

CONSULTANT will review the CONTRACTOR's work schedule to ensure general conformance with preliminary schedules developed by the OWNER and CONSULTANT. Appropriate modifications will be recommended to CONTRACTOR in an effort to ensure efficiency in the construction process. CONSULTANT will notify the OWNER if significant discrepancies exist in the CONTRACTOR's schedule as compared to the agreed upon construction schedule with the applicable parties.

CONSULTANT shall serve as the OWNER's representative with duties and limitations of responsibility and authority as stated in the general conditions of construction Contract Documents.

CONSULTANT shall visit the site at regular intervals appropriate to the various stages of construction to observe progress and quality of the CONTRACTOR's work, and shall keep OWNER informed of same.

Interpretations and Clarifications. CONSULTANT shall issue necessary interpretations and clarifications of the Contract Documents/Bidding Documents and in connection therewith prepare work change directives and process CONTRACTOR's change orders as required.

Shop Drawings. CONSULTANT shall review cut sheets, submittals, shop drawings and other relevant data. CONSULTANT shall review shop drawings and other data which CONTRACTOR(s) are required to submit, but only for conformance with the design concept of the project and compliance with the information given in the design plans, specifications and documents. CONSULTANT will review and approve CONTRACTOR's shop drawings and provide approved copy of drawing to the OWNER prior to CONTRACTOR notification.

Schedule Monitoring. CONSULTANT will review CONTRACTOR(s) schedule(s) to monitor construction progress. Updated schedules will be provided to the OWNER as necessary unless agreed otherwise.

Applications for Payment. CONSULTANT will review CONTRACTOR's applications for periodic payment to verify that amounts requested by the CONTRACTOR agree with actual progress of the work. Approved applications will be submitted to the OWNER for payment.

Correspondence. CONSULTANT will distribute and maintain project correspondence and documents throughout the construction phase. Schedules for project deliverables will be established and adhered to in order to maintain the overall project schedule(s).

Contract Closeout. CONSULTANT shall conduct a review of each project phase to determine if the work is substantially complete and a final review of each project phase will be performed to determine if the completed work is acceptable so that CONSULTANT may recommend, in writing, final payment to CONTRACTOR and may give written notice to OWNER and the CONTRACTOR that the work is acceptable (subject to any conditions therein expressed).

SUPPLEMENTAL SERVICES

The services listed in this section will be provided to supplement the services outlined in the previous sections. If authorized by the OWNER, CONSULTANT will furnish (or utilize the services of subconsultants/subcontractors as necessary) these services under the terms of this AGREEMENT.

Examples of Supplemental Services include, but are not necessarily limited to, the following:

- a) Geotechnical Engineering and Related Services.
- b) Surveying (i.e. construction staking, property boundary, topographic surveys, easement plats, etc.).
- c) Environmental Engineering and Assessment Services. (i.e. environmental impact studies, Phase I and Phase II Assessments, etc.).
- d) Hydrogeology and Geology.
- e) Geographical Positioning Systems (GPS) Mapping and Geographical Information Systems (GIS).
- f) Supplemental or Extended Services, made necessary by (1) work damaged by fire or other cause during construction, (2) prolongation of the construction contract period, and (3) default by the Contractor.
- g) Services resulting from significant changes in extent of the project or revision of previously accepted concepts, reports, design plans, specifications or documents when such revisions are due to causes beyond control of CONSULTANT.
- h) Resident Inspection for Construction.
- i) Preparation of As-built Drawings, unless required by a specific project Work Order.

COMPENSATION AND SCHEDULE

Each Work Order will outline how the CONSULTANT will be compensated for services, i.e., Lump Sum or Time and Expense basis. In addition, Work Orders will define the schedule for completing work assignments.

2017 BILLING RATE SCHEDULE
Brennan Jones Engineering Associates, LLC

<u>Description</u>	<u>Rate/Hour</u>
Principal	\$155
Sr. Engineer (PE)	\$135
Engineer II	\$105
Project Engineer / Environmental Scientist	\$90 - \$125
Designer / Drafting	\$95
Planner (ACIP)	\$110
Staff Professional / CADD Technician	\$95
GIS Technician	\$90
Clerical	\$60
Survey Crew	\$120 - \$160
Expert Witness Services	\$235
Subcontractor / Subconsultant	Cost + 15%
<u>Reimbursable Expenses</u>	
Mileage	\$0.55/mile
Copies	Cost + 15%
Misc. Expenses	Cost + 15%