City of Benson
City Council Communication

Regular Meeting **June 8, 2015**

To: Mayor and Council Agenda Item # 4

From: Bradley J. Hamilton, P.E. Director of Public Works/City Engineer

Subject:

Discussion and possible action regarding Independent Contractor's Agreements for Consulting Engineering Services on an As-Needed Basis

Discussion:

In January of this year the Public Works Department released a Request for Qualifications (RFQ) for On Call Engineering Services. We received 17 responses or Statement of Qualifications (SOQ). The SOQs were reviewed and graded by 3 Professional Engineers from Cochise County and George Scott. I reviewed the ranking and approved it.

The City of Benson Department of Public Works respectfully requests the Mayor and Council's approval of the Engineering Services Contracts with 6 engineering firms. The firms are:

Psomas
Kimley-Horn and Associates, Inc.
Souder, Miller and Associates, Inc. (SMA)
The WLB Group
Engineering and Environmental Consults, Inc.
Stantec Consulting Services, Inc.

The attached contracts have been negotiated to provide Engineering Services as outlined in the Scope of Work, attached to each contract as Exhibit "A". Payment for these services is based upon an hourly rate as outlined in the Rate Schedule, attached to each contract as Exhibit "B". Payment will be based on services rendered. The contracts provide that each engineering firm will only provide those services specifically requested by the Public Works Director/City Engineer.

Staff Recommendation:

Approval of the Independent Contractor's Agreements for Consulting Engineering Services on an As-Needed Basis with Psomas, Kimley-Horn and Associates, Inc., Souder, Miller and Associates, Inc. (SMA), The WLB Group, Engineering and Environmental Consults, Inc. and Stantec Consulting Services

CITY OF BENSON, ARIZONA
ENGINEERING SERVICES
AGREEMENT OF SERVICES

THIS CONTRACT is made and entered into this 8th day of June, 2015 by and between the City of Benson, Arizona, a municipal corporation (hereinafter "City"), and PSOMAS, an Arizona Corporation (hereinafter "Contractor").

WHEREAS, City desires to employ a consulting Engineer to assist the City Engineering and staff on an as-needed basis; and

WHEREAS, one of the principals of Contractor is duly registered and licensed as a Professional Engineer pursuant to the laws of the state of Arizona and represents himself or herself to be professionally competent and capable to perform the services described hereinafter; and

WHEREAS, Contractor desires to enter into this Agreement for the provision of PSOMAS consulting Engineer, and City desires to employ Contractor for these services, under the terms and conditions set forth hereinafter.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which is mutually agreed, the City does hereby employ Contractor, and Contractor does hereby accept employment, in accordance with the provisions of this Agreement.

1. Effective Date; Term; Renewal.

This Agreement shall be effective from July 1, 2015, and shall continue through June 30, 2016 or until sooner terminated as provided herein.

This Agreement may only be renewed by the approval of the City Engineer, executed with the same formality as this Agreement. Under this renewal, all existing terms and conditions will remain the same and will apply during the renewal period with the possible exception of price and minor scope additions and/or deletions. Under no circumstances will the term of this Contract be greater than five (5) consecutive years.

2. Scope of Work.

The work to be performed under this Agreement is that work which is requested pursuant to the Scope of Work attached hereto as Exhibit "A" and incorporated herein by

this reference. This Agreement is not intended to cover services rendered by contractor for City pursuant to any other Agreement.

The design or performance of architectural, structural, mechanical, electrical, civil, surveying, or other engineering features of the services described in this Agreement shall be under the direct supervision of professionals, registered to practice in the pertaining field or endeavor in the State of Arizona.

Contractor shall be responsible for the completeness and accuracy of all services rendered and correction of all negligent errors of omission or commission on the drawings, specifications, and other documents, notwithstanding prior approval of City.

Contractor agrees to maintain books, records, reports, research notes, charts, graphs, comments, computations, analyses, recordings, photographs, computer programs and documentation thereof, and other graphic or written data generated in connection with the work performed. All said information and documentation shall become the property of City, and upon expiration or termination of this Agreement for any reason whatsoever, shall be promptly delivered to City.

Contractor agrees to render professional services promptly and diligently upon receipt of notice to proceed with services on any specific project. City will not be liable to pay contractor for any work performed without a request to perform such work by the City Engineer.

Contractor warrants that it has all personnel and professional capacity required in performing the services pursuant to this Agreement.

3. Fees.

In consideration for the performance of the services set forth pursuant to Section 2 of this Agreement, Contractor shall be compensated according to the hourly rates set forth in Exhibit "B" attached hereto and incorporated herein by this reference.

In addition to the hourly fees set forth in section 3.1, Contractor shall be reimbursed the out-of-pocket direct costs incurred, such as materials, printing, reproductions, long distance telephone, and the like, at the exact cost of such out-of-pocket costs. There shall be no mark-up of out-of-pocket costs.

There shall be no mileage charge or charge for any time spent traveling, except travel outside the Pima and Cochise Counties which has been previously approved by the City Engineer.

Contractor shall provide City with monthly billing statements in a form acceptable to City, listing specifically each task undertaken, the identity of the person performing the task, the time expended, and the cost of such task. Each invoice must bear a written certification by an authorized employee of Contractor confirming the professional services for which payment is requested. City shall pay each invoice within thirty (30) days of its approval for payment by the City Engineer.

4. Status of Contractor; Officers and Employees.

It is not intended by this Agreement to, and nothing contained in this Agreement shall be construed to, create any partnership, joint venture or employment relationship between parties or create any employer-employee relationship between City and any contractor employee, or between Contractor and any City employee. Neither party shall be liable for any debts, whatsoever of the other, including (without limitation) the other party's obligation to withhold Social Security and income tax for any of its employees.

City shall grant Contractor's officials and employees whatever rights are necessary to accomplish Contractor's obligations under this Agreement.

5. Hold Harmless; Indemnification.

Contractor agrees to indemnify and save harmless the City, its Mayor and Council, appointed boards and commissions, officials, officers, and employees, individually and collectively from, for and against all losses, claims, suits, demands, expenses, attorney's fees, or actions of any kind and nature resulting from personal injury to any person (including bodily injury and death) damages to any property, but only to the extent they arise or are alleged to have arisen out of either (1) Contractor's negligent performance of the terms of this Agreement, or (2) any of Contractor's acts or omissions. The amount and type of insurance requirements set forth in Section 6 will in no way be construed as limiting the scope of indemnity in this Section.

6. Insurance Provisions.

Contractor agrees to obtain insurance coverage of the types and amounts required in this Section and keep such insurance coverage in force throughout the life of this Agreement. All policies will contain an endorsement providing that written notice be given to City at least ten (10) days prior to termination, cancellation, or material reduction in coverage in any policy.

The Comprehensive General Liability Insurance and Comprehensive Automobile Liability Insurance policies will include City as an additional insured with respect to liability arising out of performance out of this Agreement. Contractor agrees that the insurance required hereunder will be primary and that any insurance carried by the City will be excess and not contributing.

Contractor shall provide City with proof of compliance with the insurance provisions and requirements of this Section within ten (10) days of the date of this Agreement. Failure of Contractor to comply with the insurance requirements of this Section at any time shall result in a breach of this Agreement, and shall, among other things, allow immediate termination of this Agreement.

Contractor shall provide and maintain minimum insurance limits as follows:
INSURANCE PROVISIONS

COVERAGE AFFORDED	LIMITS OF LIABILITY
Worker's Compensation	Statutory
Commercial General Liability Insurance	$5,000,000 – Bodily Injury Combined Single Limit

Including:	$1,000,000 Property Damage

A. Products & Completed Operations
B. Blanket Contractual
C. Premises-Operations-Personal Injury

Professional Liability Insurance (Errors and Omissions) (See Special Conditions)	$500,000 (Minimum) Combined Single Limit

The following Automobile Liability Insurance coverage will also be required for all professional services contracts which include surveying and/or construction surveillance.

(X) checked if applicable

Comprehensive Automobile Liability Insurance including: non-owned, and Hired vehicles	$1,000,000-Bodily Injury Combined Single Limit $250,000Property Damage

7. Suspension or Discontinuation of Services; Termination.

This Agreement may be terminated by either party at will by giving thirty (30) days prior written notice of termination to the other party. Such termination shall not relieve either party from those liabilities or costs already incurred under this Agreement. This Agreement may be canceled by the City for conflict of interest pursuant to A.R.S section 38-511.

This Agreement and all obligations upon City arising there from shall be subject to any limitation imposed by budget law. The City represents that it has within its budget sufficient funds to discharge the obligations and duties assumed under this Agreement. If for any reason the Benson City Council does not appropriate sufficient monies for the purpose of maintaining this Agreement, this Agreement shall be deemed to terminate by operation of law on the date of expiration of funding. In the event of such cancellation, Contractor and City shall have no further obligation to the other party other than for payment for services rendered prior to cancellation.

8. Miscellaneous Provisions.

If this Agreement is determined, in whole or in part, to be void by court action brought by third persons, there shall be no liability on the part of Contractor or City to the other by reason of such action or by reason of this Agreement.

Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any person other than the parties to it and their respective successors and permitted assigns.

Each of the parties, through their respective counsel, officers and employees, agree to take such actions as may be necessary to carry out the terms of this Agreement, and to cause such documents as may be necessary to be executed with reasonable promptness.

Each party to this Agreement shall comply with all applicable federal and state statutes and regulations. Each party shall comply with all applicable legal requirements relating to

civil rights and non-discrimination in employment including, but not limited to, the Immigration Reform and Control Act of 1986 and the Americans with Disabilities Act.

Any assignment or attempted assignment of this Agreement by either party without the written consent of the other party shall be void.

Any and all notices, requests or demands made upon the parties hereto, pursuant to or in connection with this Agreement, unless otherwise noted, shall be delivered in person or sent by United States Mail, postage prepaid, to the parties at their respective addresses as agreed by both parties.

This Agreement constitutes the entire Agreement between the parties pertaining to the subject matter hereof and correctly sets forth the rights, duties and obligations of each to the other as of this date. All prior or contemporaneous agreements and understandings oral and written are hereby superseded and merged herein. The provisions hereof may be abrogated, modified, rescinded or amended in whole or in part only by written instrument executed by the parties with the same formality as this document.

The failure of either party to insist, in any one or more instances, upon the full and complete performance of any of the terms and provisions of this Agreement to be performed on the part of the other, or to take action permitted as a result thereof, shall not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in full or in part or in the future. The acceptance by either party of sums less that may be due and owing it at any time shall not be construed as an accord and satisfaction.

In the event that any provision, or any portion of any provision, of this Agreement, or the application thereof, is held invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall have no effect on the remaining portion of any provision or any other provision, or their application, which can be given effect without the invalid provision or application and to this end the provisions of this Agreement shall be deemed to be severable.

In witness whereof, the parties hereto enter into this Agreement on the date first written above.

ATTEST:

CITY OF BENSON

Vicki Vivian
City Clerk

TONEY D. KING, SR.,
Mayor

Approved as to form:

MESCH, CLARK AND ROTHSCHILD, P.C.
By Gary J. Cohen
City's Attorney

Bradley J. Hamilton, P.E.
City Engineer

PSOMAS

By: _____

Its Vice President

Exhibit A

SCOPE OF WORK

ON-CALL MISCELLANEOUS ENGINEERING DESIGN AND REVIEW SERVICES

I. GENERAL

This scope of work provides for consultant engineering and drafting services on an "as needed" basis. All work shall be performed to City standards, or other standards approved by the City Engineer. Engineering work may include development review, development construction inspection roadway design, drainage design, miscellaneous design, electrical engineering design, preparation of plans and specifications, and review of other consulting engineers' work for the City.

II. CIVIL ENGINEERING SERVICES

The Consultant shall be expected to provide services within the civil engineering field, including but not limited to, development review, development construction inspection, survey, right-of-way analysis, hydrologic and hydraulic analyses, drainage design, roadside design, and utility coordination/design. The Consultant may be expected to prepare technical reports, either for justification or support of a project, such as design concept reports, drainage reports, traffic studies, and environmental determination studies.

III. NON-CIVIL ENGINEERING DESIGN

This contract may require the need for landscape, electrical, structural, and/or geotechnical services; however, the consultant shall not be required to include any of these specialties on the project team at this time. If and when it is determined that a specific project will require any or all of these services, the consultant will be asked to identify the sub consultant(s) for approval by the City Engineer’s Office.

IV. RESPONSE TIME

The consultant shall provide a design fee for each miscellaneous design requested by the City, within ten (10) working days of notification. If necessary, each fee submittal shall be negotiated with the City's Engineer until a fair and equitable fee is arrived at. Because response time may be critical to the City, continued delays in response time shall be cause to terminate the contract.

V. CONTRACT AMOUNT/DURATION

Contract duration shall be one (1) year from date of notice to proceed, with three (4) subsequent renewals (each being one (1) year in length). Individual projects assigned under this contract are not expected to exceed $50,000 and the total annual assignments are estimated at $250,000.

PSOMAS

Balancing the Natural and Built Environment

On-Call Miscellaneous Engineering Design and Review Services

Billing Rates

Project Principal	$215.00
Senior Project Manager	$183.00
Project Manager	$160.00
Senior Project Engineer	$145.00
Project Engineer	$128.00
Design Engineer / Designer	$102.00
Engineering Tech (CAD Designer)	$85.00
Survey Manager	$140.00
Project Surveyor	$135.00
2-Person Survey Crew	$150.00
Survey Tech	$75.00
Survey Party Chief	$75.00
Administrative Assistant/Project Assistant	$90.00
Intern	$60.00

05/08/15

333 E. Wetmore Road
Suite 450
Tucson, AZ 85705

Tel 520.292.2300
Fax 520.292.1290
www.Psomas.com

CITY OF BENSON, ARIZONA
ENGINEERING SERVICES
AGREEMENT OF SERVICES

THIS CONTRACT is made and entered into this 8th day of June, 2015 by and between the City of Benson, Arizona, a municipal corporation (hereinafter "City"), and Kimley-Horn, an Arizona Corporation (hereinafter "Contractor").

WHEREAS, City desires to employ a consulting Engineer to assist the City Engineering and staff on an as-needed basis; and

WHEREAS, one of the principals of Contractor is duly registered and licensed as a Professional Engineer pursuant to the laws of the state of Arizona and represents himself or herself to be professionally competent and capable to perform the services described hereinafter; and

WHEREAS, Contractor desires to enter into this Agreement for the provision of Kimley-Horn consulting Engineer, and City desires to employ Contractor for these services, under the terms and conditions set forth hereinafter.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which is mutually agreed, the City does hereby employ Contractor, and Contractor does hereby accept employment, in accordance with the provisions of this Agreement.

1. Effective Date; Term; Renewal.

This Agreement shall be effective from July 1, 2015, and shall continue through June 30, 2016 or until sooner terminated as provided herein.

This Agreement may only be renewed by the approval of the City Engineer, executed with the same formality as this Agreement. Under this renewal, all existing terms and conditions will remain the same and will apply during the renewal period with the possible exception of price and minor scope additions and/or deletions. Under no circumstances will the term of this Contract be greater than five (5) consecutive years.

2. Scope of Work.

The work to be performed under this Agreement is that work which is requested pursuant to the Scope of Work attached hereto as Exhibit "A" and incorporated herein by

this reference. This Agreement is not intended to cover services rendered by contractor for City pursuant to any other Agreement.

The design or performance of architectural, structural, mechanical, electrical, civil, surveying, or other engineering features of the services described in this Agreement shall be under the direct supervision of professionals, registered to practice in the pertaining field or endeavor in the State of Arizona.

Contractor shall be responsible for the completeness and accuracy of all services rendered and correction of all negligent errors of omission or commission on the drawings, specifications, and other documents, notwithstanding prior approval of City.

Contractor agrees to maintain books, records, reports, research notes, charts, graphs, comments, computations, analyses, recordings, photographs, computer programs and documentation thereof, and other graphic or written data generated in connection with the work performed. All said information and documentation shall become the property of City, and upon expiration or termination of this Agreement for any reason whatsoever, shall be promptly delivered to City.

Contractor agrees to render professional services promptly and diligently upon receipt of notice to proceed with services on any specific project. City will not be liable to pay contractor for any work performed without a request to perform such work by the City Engineer.

Contractor warrants that it has all personnel and professional capacity required in performing the services pursuant to this Agreement.

3. Fees.

In consideration for the performance of the services set forth pursuant to Section 2 of this Agreement, Contractor shall be compensated according to the hourly rates set forth in Exhibit "B" attached hereto and incorporated herein by this reference.

In addition to the hourly fees set forth in section 3.1, Contractor shall be reimbursed the out-of-pocket direct costs incurred, such as materials, printing, reproductions, long distance telephone, and the like, at the exact cost of such out-of-pocket costs. There shall be no mark-up of out-of-pocket costs.

There shall be no mileage charge or charge for any time spent traveling, except travel outside the Pima and Cochise Counties which has been previously approved by the City Engineer.

Contractor shall provide City with monthly billing statements in a form acceptable to City, listing specifically each task undertaken, the identity of the person performing the task, the time expended, and the cost of such task. Each invoice must bear a written certification by an authorized employee of Contractor confirming the professional services for which payment is requested. City shall pay each invoice within thirty (30) days of its approval for payment by the City Engineer.

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City shall grant Contractor's officials and employees whatever rights are necessary to accomplish Contractor's obligations under this Agreement.

5. Hold Harmless; Indemnification.

Contractor agrees to indemnify and save harmless the City, its Mayor and Council, appointed boards and commissions, officials, officers, and employees, individually and collectively from, for and against all losses, claims, suits, demands, expenses, attorney's fees, or actions of any kind and nature resulting from personal injury to any person (including bodily injury and death) damages to any property, but only to the extent they arise or are alleged to have arisen out of either (1) Contractor's negligent performance of the terms of this Agreement, or (2) any of Contractor's acts or omissions. The amount and type of insurance requirements set forth in Section 6 will in no way be construed as limiting the scope of indemnity in this Section.

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Contractor agrees to obtain insurance coverage of the types and amounts required in this Section and keep such insurance coverage in force throughout the life of this Agreement. All policies will contain an endorsement providing that written notice be given to City at least ten (10) days prior to termination, cancellation, or material reduction in coverage in any policy.

The Comprehensive General Liability Insurance and Comprehensive Automobile Liability Insurance policies will include City as an additional insured with respect to liability arising out of performance out of this Agreement. Contractor agrees that the insurance required hereunder will be primary and that any insurance carried by the City will be excess and not contributing.

Contractor shall provide City with proof of compliance with the insurance provisions and requirements of this Section within ten (10) days of the date of this Agreement. Failure of Contractor to comply with the insurance requirements of this Section at any time shall result in a breach of this Agreement, and shall, among other things, allow immediate termination of this Agreement.

Contractor shall provide and maintain minimum insurance limits as follows:
INSURANCE PROVISIONS

COVERAGE AFFORDED	LIMITS OF LIABILITY
Worker's Compensation	Statutory
Commercial General Liability Insurance	$5,000,000 – Bodily Injury Combined Single Limit

Including:	$1,000,000 Property Damage

A. Products & Completed Operations
B. Blanket Contractual
C. Premises-Operations-Personal Injury

Professional Liability Insurance (Errors and Omissions) (See Special Conditions)	$500,000 (Minimum) Combined Single Limit

The following Automobile Liability Insurance coverage will also be required for all professional services contracts which include surveying and/or construction surveillance.

(X) checked if applicable

Comprehensive Automobile Liability Insurance including: non-owned, and Hired vehicles	$1,000,000-Bodily Injury Combined Single Limit $250,000Property Damage

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This Agreement may be terminated by either party at will by giving thirty (30) days prior written notice of termination to the other party. Such termination shall not relieve either party from those liabilities or costs already incurred under this Agreement. This Agreement may be canceled by the City for conflict of interest pursuant to A.R.S section 38-511.

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Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any person other than the parties to it and their respective successors and permitted assigns.

Each of the parties, through their respective counsel, officers and employees, agree to take such actions as may be necessary to carry out the terms of this Agreement, and to cause such documents as may be necessary to be executed with reasonable promptness.

Each party to this Agreement shall comply with all applicable federal and state statutes and regulations. Each party shall comply with all applicable legal requirements relating to

civil rights and non-discrimination in employment including, but not limited to, the Immigration Reform and Control Act of 1986 and the Americans with Disabilities Act.

Any assignment or attempted assignment of this Agreement by either party without the written consent of the other party shall be void.

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The failure of either party to insist, in any one or more instances, upon the full and complete performance of any of the terms and provisions of this Agreement to be performed on the part of the other, or to take action permitted as a result thereof, shall not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in full or in part or in the future. The acceptance by either party of sums less that may be due and owing it at any time shall not be construed as an accord and satisfaction.

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In witness whereof, the parties hereto enter into this Agreement on the date first written above.

ATTEST:

CITY OF BENSON

Vicki Vivian
City Clerk

TONEY D. KING, SR.,
Mayor

Approved as to form:

MESCH, CLARK AND ROTHSCHILD, P.C.
By Gary J. Cohen
City's Attorney

Bradley J. Hamilton, P.E.
City Engineer

Kimley-Horn

By: Brent Clark

Its Associate

Exhibit A

SCOPE OF WORK

ON-CALL MISCELLANEOUS ENGINEERING DESIGN AND REVIEW SERVICES

I. GENERAL

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HOURLY RATE SCHEDULE (Present to June 30, 2016)	
Principal/Sr. Project. Manager	$225.00
Project Manager	$189.84
Senior Professional	$159.46
Professional	$126.59
Junior Professional	$96.73
Admin Support I	$119.25
Admin Support II	$70.26

5/20/2015

CITY OF BENSON, ARIZONA
ENGINEERING SERVICES
AGREEMENT OF SERVICES

THIS CONTRACT is made and entered into this 8th day of June, 2015 by and between the City of Benson, Arizona, a municipal corporation (hereinafter "City"), and Souder, Miller, & Associates Inc., an New Mexico Corporation (hereinafter "Contractor").

WHEREAS, City desires to employ a consulting Engineer to assist the City Engineering and staff on an as-needed basis; and

WHEREAS, one of the principals of Contractor is duly registered and licensed as a Professional Engineer pursuant to the laws of the state of Arizona and represents himself or herself to be professionally competent and capable to perform the services described hereinafter; and

WHEREAS, Contractor desires to enter into this Agreement for the provision of Souder, Miller, & Associates Inc., consulting Engineer, and City desires to employ Contractor for these services, under the terms and conditions set forth hereinafter.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which is mutually agreed, the City does hereby employ Contractor, and Contractor does hereby accept employment, in accordance with the provisions of this Agreement.

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this reference. This Agreement is not intended to cover services rendered by contractor for City pursuant to any other Agreement.

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Contractor shall be responsible for the completeness and accuracy of all services rendered and correction of all negligent errors of omission or commission on the drawings, specifications, and other documents, notwithstanding prior approval of City.

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City shall grant Contractor's officials and employees whatever rights are necessary to accomplish Contractor's obligations under this Agreement.

5. Hold Harmless; Indemnification.

Contractor agrees to indemnify and save harmless the City, its Mayor and Council, appointed boards and commissions, officials, officers, and employees, individually and collectively from, for and against all losses, claims, suits, demands, expenses, attorney's fees, or actions of any kind and nature resulting from personal injury to any person (including bodily injury and death) damages to any property, but only to the extent they arise or are alleged to have arisen out of either (1) Contractor's negligent performance of the terms of this Agreement, or (2) any of Contractor's acts or omissions. The amount and type of insurance requirements set forth in Section 6 will in no way be construed as limiting the scope of indemnity in this Section.

6. Insurance Provisions.

Contractor agrees to obtain insurance coverage of the types and amounts required in this Section and keep such insurance coverage in force throughout the life of this Agreement. All policies will contain an endorsement providing that written notice be given to City at least ten (10) days prior to termination, cancellation, or material reduction in coverage in any policy.

The Comprehensive General Liability Insurance and Comprehensive Automobile Liability Insurance policies will include City as an additional insured with respect to liability arising out of performance out of this Agreement. Contractor agrees that the insurance required hereunder will be primary and that any insurance carried by the City will be excess and not contributing.

Contractor shall provide City with proof of compliance with the insurance provisions and requirements of this Section within ten (10) days of the date of this Agreement. Failure of Contractor to comply with the insurance requirements of this Section at any time shall result in a breach of this Agreement, and shall, among other things, allow immediate termination of this Agreement.

Contractor shall provide and maintain minimum insurance limits as follows:
INSURANCE PROVISIONS

COVERAGE AFFORDED	LIMITS OF LIABILITY
Worker's Compensation	Statutory
Commercial General Liability Insurance	$5,000,000 – Bodily Injury Combined Single Limit

Including:	$1,000,000 Property Damage

A. Products & Completed Operations
B. Blanket Contractual
C. Premises-Operations-Personal Injury

Professional Liability Insurance (Errors and Omissions) (See Special Conditions)	$500,000 (Minimum) Combined Single Limit

The following Automobile Liability Insurance coverage will also be required for all professional services contracts which include surveying and/or construction surveillance.

(X) checked if applicable

Comprehensive Automobile Liability Insurance including: non-owned, and Hired vehicles	$1,000,000-Bodily Injury Combined Single Limit $250,000Property Damage

7. Suspension or Discontinuation of Services; Termination.

This Agreement may be terminated by either party at will by giving thirty (30) days prior written notice of termination to the other party. Such termination shall not relieve either party from those liabilities or costs already incurred under this Agreement. This Agreement may be canceled by the City for conflict of interest pursuant to A.R.S section 38-511.

This Agreement and all obligations upon City arising there from shall be subject to any limitation imposed by budget law. The City represents that it has within its budget sufficient funds to discharge the obligations and duties assumed under this Agreement. If for any reason the Benson City Council does not appropriate sufficient monies for the purpose of maintaining this Agreement, this Agreement shall be deemed to terminate by operation of law on the date of expiration of funding. In the event of such cancellation, Contractor and City shall have no further obligation to the other party other than for payment for services rendered prior to cancellation.

8. Miscellaneous Provisions.

If this Agreement is determined, in whole or in part, to be void by court action brought by third persons, there shall be no liability on the part of Contractor or City to the other by reason of such action or by reason of this Agreement.

Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any person other than the parties to it and their respective successors and permitted assigns.

Each of the parties, through their respective counsel, officers and employees, agree to take such actions as may be necessary to carry out the terms of this Agreement, and to cause such documents as may be necessary to be executed with reasonable promptness.

Each party to this Agreement shall comply with all applicable federal and state statutes and regulations. Each party shall comply with all applicable legal requirements relating to

civil rights and non-discrimination in employment including, but not limited to, the Immigration Reform and Control Act of 1986 and the Americans with Disabilities Act.

Any assignment or attempted assignment of this Agreement by either party without the written consent of the other party shall be void.

Any and all notices, requests or demands made upon the parties hereto, pursuant to or in connection with this Agreement, unless otherwise noted, shall be delivered in person or sent by United States Mail, postage prepaid, to the parties at their respective addresses as agreed by both parties.

This Agreement constitutes the entire Agreement between the parties pertaining to the subject matter hereof and correctly sets forth the rights, duties and obligations of each to the other as of this date. All prior or contemporaneous agreements and understandings oral and written are hereby superseded and merged herein. The provisions hereof may be abrogated, modified, rescinded or amended in whole or in part only by written instrument executed by the parties with the same formality as this document.

The failure of either party to insist, in any one or more instances, upon the full and complete performance of any of the terms and provisions of this Agreement to be performed on the part of the other, or to take action permitted as a result thereof, shall not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in full or in part or in the future. The acceptance by either party of sums less that may be due and owing it at any time shall not be construed as an accord and satisfaction.

In the event that any provision, or any portion of any provision, of this Agreement, or the application thereof, is held invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall have no effect on the remaining portion of any provision or any other provision, or their application, which can be given effect without the invalid provision or application and to this end the provisions of this Agreement shall be deemed to be severable.

In witness whereof, the parties hereto enter into this Agreement on the date first written above.

ATTEST:

CITY OF BENSON

Vicki Vivian
City Clerk

TONEY D. KING, SR.,
Mayor

Approved as to form:

MESCH, CLARK AND ROTHSCHILD, P.C.
By Gary J. Cohen
City's Attorney

Bradley J. Hamilton, P.E.
City Engineer

Souder, Miller & Associates Inc.,

By: DOUGLAS W. MEZE

Its VICE PRESIDENT

Exhibit A

SCOPE OF WORK

ON-CALL MISCELLANEOUS ENGINEERING DESIGN AND REVIEW SERVICES

I. GENERAL

This scope of work provides for consultant engineering and drafting services on an "as needed" basis. All work shall be performed to City standards, or other standards approved by the City Engineer. Engineering work may include development review, development construction inspection roadway design, drainage design, miscellaneous design, electrical engineering design, preparation of plans and specifications, and review of other consulting engineers' work for the City.

II. CIVIL ENGINEERING SERVICES

The Consultant shall be expected to provide services within the civil engineering field, including but not limited to, development review, development construction inspection, survey, right-of-way analysis, hydrologic and hydraulic analyses, drainage design, roadside design, and utility coordination/design. The Consultant may be expected to prepare technical reports, either for justification or support of a project, such as design concept reports, drainage reports, traffic studies, and environmental determination studies.

III. NON-CIVIL ENGINEERING DESIGN

This contract may require the need for landscape, electrical, structural, and/or geotechnical services; however, the consultant shall not be required to include any of these specialties on the project team at this time. If and when it is determined that a specific project will require any or all of these services, the consultant will be asked to identify the sub consultant(s) for approval by the City Engineer’s Office.

IV. RESPONSE TIME

The consultant shall provide a design fee for each miscellaneous design requested by the City, within ten (10) working days of notification. If necessary, each fee submittal shall be negotiated with the City's Engineer until a fair and equitable fee is arrived at. Because response time may be critical to the City, continued delays in response time shall be cause to terminate the contract.

V. CONTRACT AMOUNT/DURATION

Contract duration shall be one (1) year from date of notice to proceed, with three (4) subsequent renewals (each being one (1) year in length). Individual projects assigned under this contract are not expected to exceed $50,000 and the total annual assignments are estimated at $250,000.

SOUDER, MILLER & ASSOCIATES
2015 LABOR RATE SCHEDULE

PROFESSIONAL SERVICES

Professional Staff			
Principal	$	190.00	per hour
Senior Design Manager	$	170.00	per hour
Senior Engineer/Scientist/Surveyor/Manager II	$	150.00	per hour
Senior Engineer/Scientist/Surveyor/Manager I	$	135.00	per hour
Project Engineer/Scientist/Surveyor/Manager II	$	120.00	per hour
Project Engineer/Scientist/Surveyor/Manager I	$	105.00	per hour
Staff EIT/Scientist/LSIT II	$	90.00	per hour
Staff EIT/Scientist/LSIT I	$	80.00	per hour
Technical Staff			
Senior Engineering/Design/Survey Tech V	$	115.00	per hour
Senior Engineering/Design/Survey Tech IV	$	95.00	per hour
Engineering/CAD/Design/Survey/Field Tech III	$	80.00	per hour
Engineering/CAD/Design/Survey/Field Tech II	$	70.00	per hour
Engineering/CAD/Design/Survey/Field Tech I	$	60.00	per hour
Construction Observer III	$	90.00	per hour
Construction Observer II	$	75.00	per hour
Construction Observer I	$	55.00	per hour
Support Staff			
Project Financial/Manager Assistant II	$	80.00	per hour
Project Financial/Manager Assistant I	$	65.00	per hour
Administrative Assistant IV	$	100.00	per hour
Administrative Assistant III	$	80.00	per hour
Administrative Assistant II	$	65.00	per hour
Administrative Assistant I	$	45.00	per hour

SUBCONTRACTED SERVICES

Subconsultants, analytical laboratories, drilling services & general subcontractors @ cost+10%

Applicable tax applies to all billable hours, expenses and other charges for which such tax has not previously been paid. A 1.5% interest charge per month will be applied to all invoices not paid within 30 days.

SOUDER, MILLER & ASSOCIATES
2015 REIMBURSABLE EXPENSE SCHEDULE

REIMBURSABLE EXPENSES

General Project Related Expenses	
Telephone/facsimile/postage	actual cost
Mileage (current IRS rate)	$0.575/mile
Per diem (max rate per USGSA)	$129.00/day
Other travel (car rental, air, etc.)	actual cost
Survey Equipment	
High Precision GPS	$20/hour
Level & Rod	$20/day
Robotic Total Station	$20/hour
Total Station	$50/day
Terrestrial Laser Scanner	$30/hour
Utility Locator *(Metrotech 810 or equal)*	$100/day
Handheld (Low-Precision) GPS	$20/day
Sampling Collecting Equipment	
Slide Hammer & Probe	$25/day
Soil Auger - Hand	$10/day
Soil Auger- Power	$40/day
Quart Mason Jars	$1/each
Disposable Bailer	$10/each
Tedlar Bags	$15/each
VOC Samplers	$1/each
2" x 6" Soil Samplers	$5/each
Health & Safety Equipment	
Respirator	$20/day
Respirator Cartridges	$6/each
Latex/Nitrile Gloves	$1/pair
Tyvek Jumpsuit	$20/suit
Tyvek Boot Covers	$5/pair
Level D PPE *(alternative to itemization)*	$20/day
Level C PPE	$60/day
Level C PPE (Mercury Cleanup)	$75/day
Level B PPE	$100/day
Personal H_2S Monitor	$25/day
Personal 4-Gas Monitor	$35/day
db Meter w/ Data Logger	$75/day
Vapor Sampling Equipment	
PID	$75/day
3- or 4-Gas Meter	$75/day
Explosimeter	$40/day
MSA (Draeger) Detector Tubes	$5/tube
Tedlar Bags	$15/each
SVE Pilot Test Unit	$1,500/day
Water Testing Equipment	
pH Meter	$10/day
eH Meter	$10/day
TDS Meter	$10/day
Conductivity Meter	$10/day
Multi-Parameter Water Meter	$40/day

Water Testing Equipment (cont'd)	
D. O. Meter	$55/day
Chloride-4500 Titration Test	$15/sample
Hach DO Samples	$3/each
Hach SO4 Samples	$3/each
Hach Fe Samples	$3/each
Hach NO3 Samples	$3/each
Hach PO4 Samples	$3/each
Product Interface Probe	$65/day
Well Sounder	$65/day
Hermit Data Logger	$85/day
	$460/week
	$1,200/month
Transducer w/ 350' cable	$40/day
	$185/week
	$570/month
Transducer w/ 500' cable	$60/day
	$260/week
	$980/month
Grundfos Pump	$200/day
Waterra Pump	$65/day
Geotech (Peristaltic) Geopump	$35/day
	$85/week
Geopump Filters	$12/each
DC Purge Pump (High Capacity)	$45/day
DC Purge Pump (Low Capacity)	$15/day
Flexible Tubing	$1.50/foot
Foot Valve (Nylon)	$20/each
Foot Valve (Stainless Steel)	$40/each
Miscellaneous Support Equipment	
Generator	$75/day
Magnehelic Gauges (set)	$20/day
Padlock (P812)	$10/each
Drums (55 Gallon)	$35/each
HazCat Kit	$100/day
HazCat Reagents	$35/sample
Mercury Recovery Kit	$30/unit
Mercury Vapor Monitor	$175/day
PetroFlag Kit	$75/day
PetroFlag Reagents	$20/sample
Digital Camera	$20/day
Reciprocating Saw	$80/day
Steam Cleaner	$60/day
Cordless Drill	$20/day
Pipe Locator	$30/day
All-Terrain Vehicle w/ Trailer	$100/day
525 Gallon Tank	$40/day
Equipment Trailer	$40/day

Applicable tax applies to all billable hours, expenses and other charges for which such tax has not previously been paid. A 1.5% interest charge per month will be applied to all invoices not paid within 30 days.

CITY OF BENSON, ARIZONA
ENGINEERING SERVICES
AGREEMENT OF SERVICES

THIS CONTRACT is made and entered into this 8th day of June, 2015 by and between the City of Benson, Arizona, a municipal corporation (hereinafter "City"), and the WLB Group, an Arizona Corporation (hereinafter "Contractor").

WHEREAS, City desires to employ a consulting Engineer to assist the City Engineering and staff on an as-needed basis; and

WHEREAS, one of the principals of Contractor is duly registered and licensed as a Professional Engineer pursuant to the laws of the state of Arizona and represents himself or herself to be professionally competent and capable to perform the services described hereinafter; and

WHEREAS, Contractor desires to enter into this Agreement for the provision of the WLB Group consulting Engineer, and City desires to employ Contractor for these services, under the terms and conditions set forth hereinafter.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which is mutually agreed, the City does hereby employ Contractor, and Contractor does hereby accept employment, in accordance with the provisions of this Agreement.

1. Effective Date; Term; Renewal.

This Agreement shall be effective from July 1, 2015, and shall continue through June 30, 2016 or until sooner terminated as provided herein.

This Agreement may only be renewed by the approval of the City Engineer, executed with the same formality as this Agreement. Under this renewal, all existing terms and conditions will remain the same and will apply during the renewal period with the possible exception of price and minor scope additions and/or deletions. Under no circumstances will the term of this Contract be greater than five (5) consecutive years.

2. Scope of Work.

The work to be performed under this Agreement is that work which is requested pursuant to the Scope of Work attached hereto as Exhibit "A" and incorporated herein by

this reference. This Agreement is not intended to cover services rendered by contractor for City pursuant to any other Agreement.

The design or performance of architectural, structural, mechanical, electrical, civil, surveying, or other engineering features of the services described in this Agreement shall be under the direct supervision of professionals, registered to practice in the pertaining field or endeavor in the State of Arizona.

Contractor shall be responsible for the completeness and accuracy of all services rendered and correction of all negligent errors of omission or commission on the drawings, specifications, and other documents, notwithstanding prior approval of City.

Contractor agrees to maintain books, records, reports, research notes, charts, graphs, comments, computations, analyses, recordings, photographs, computer programs and documentation thereof, and other graphic or written data generated in connection with the work performed. All said information and documentation shall become the property of City, and upon expiration or termination of this Agreement for any reason whatsoever, shall be promptly delivered to City.

Contractor agrees to render professional services promptly and diligently upon receipt of notice to proceed with services on any specific project. City will not be liable to pay contractor for any work performed without a request to perform such work by the City Engineer.

Contractor warrants that it has all personnel and professional capacity required in performing the services pursuant to this Agreement.

3. Fees.

In consideration for the performance of the services set forth pursuant to Section 2 of this Agreement, Contractor shall be compensated according to the hourly rates set forth in Exhibit "B" attached hereto and incorporated herein by this reference.

In addition to the hourly fees set forth in section 3.1, Contractor shall be reimbursed the out-of-pocket direct costs incurred, such as materials, printing, reproductions, long distance telephone, and the like, at the exact cost of such out-of-pocket costs. There shall be no mark-up of out-of-pocket costs.

There shall be no mileage charge or charge for any time spent traveling, except travel outside the Pima and Cochise Counties which has been previously approved by the City Engineer.

Contractor shall provide City with monthly billing statements in a form acceptable to City, listing specifically each task undertaken, the identity of the person performing the task, the time expended, and the cost of such task. Each invoice must bear a written certification by an authorized employee of Contractor confirming the professional services for which payment is requested. City shall pay each invoice within thirty (30) days of its approval for payment by the City Engineer.

4. Status of Contractor; Officers and Employees.

It is not intended by this Agreement to, and nothing contained in this Agreement shall be construed to, create any partnership, joint venture or employment relationship between parties or create any employer-employee relationship between City and any contractor employee, or between Contractor and any City employee. Neither party shall be liable for any debts, whatsoever of the other, including (without limitation) the other party's obligation to withhold Social Security and income tax for any of its employees.

City shall grant Contractor's officials and employees whatever rights are necessary to accomplish Contractor's obligations under this Agreement.

5. Hold Harmless; Indemnification.

Contractor agrees to indemnify and save harmless the City, its Mayor and Council, appointed boards and commissions, officials, officers, and employees, individually and collectively from, for and against all losses, claims, suits, demands, expenses, attorney's fees, or actions of any kind and nature resulting from personal injury to any person (including bodily injury and death) damages to any property, but only to the extent they arise or are alleged to have arisen out of either (1) Contractor's negligent performance of the terms of this Agreement, or (2) any of Contractor's acts or omissions. The amount and type of insurance requirements set forth in Section 6 will in no way be construed as limiting the scope of indemnity in this Section.

6. Insurance Provisions.

Contractor agrees to obtain insurance coverage of the types and amounts required in this Section and keep such insurance coverage in force throughout the life of this Agreement. All policies will contain an endorsement providing that written notice be given to City at least ten (10) days prior to termination, cancellation, or material reduction in coverage in any policy.

The Comprehensive General Liability Insurance and Comprehensive Automobile Liability Insurance policies will include City as an additional insured with respect to liability arising out of performance out of this Agreement. Contractor agrees that the insurance required hereunder will be primary and that any insurance carried by the City will be excess and not contributing.

Contractor shall provide City with proof of compliance with the insurance provisions and requirements of this Section within ten (10) days of the date of this Agreement. Failure of Contractor to comply with the insurance requirements of this Section at any time shall result in a breach of this Agreement, and shall, among other things, allow immediate termination of this Agreement.

Contractor shall provide and maintain minimum insurance limits as follows:
INSURANCE PROVISIONS

COVERAGE AFFORDED	LIMITS OF LIABILITY
Worker's Compensation	Statutory
Commercial General Liability Insurance	$5,000,000 – Bodily Injury Combined Single Limit

Including:	$1,000,000 Property Damage

A. Products & Completed Operations
B. Blanket Contractual
C. Premises-Operations-Personal Injury

Professional Liability Insurance (Errors and Omissions) (See Special Conditions)	$500,000 (Minimum) Combined Single Limit

The following Automobile Liability Insurance coverage will also be required for all professional services contracts which include surveying and/or construction surveillance.

(X) checked if applicable

Comprehensive Automobile Liability Insurance including: non-owned, and Hired vehicles	$1,000,000-Bodily Injury Combined Single Limit $250,000Property Damage

7. Suspension or Discontinuation of Services; Termination.

This Agreement may be terminated by either party at will by giving thirty (30) days prior written notice of termination to the other party. Such termination shall not relieve either party from those liabilities or costs already incurred under this Agreement. This Agreement may be canceled by the City for conflict of interest pursuant to A.R.S section 38-511.

This Agreement and all obligations upon City arising there from shall be subject to any limitation imposed by budget law. The City represents that it has within its budget sufficient funds to discharge the obligations and duties assumed under this Agreement. If for any reason the Benson City Council does not appropriate sufficient monies for the purpose of maintaining this Agreement, this Agreement shall be deemed to terminate by operation of law on the date of expiration of funding. In the event of such cancellation, Contractor and City shall have no further obligation to the other party other than for payment for services rendered prior to cancellation.

8. Miscellaneous Provisions.

If this Agreement is determined, in whole or in part, to be void by court action brought by third persons, there shall be no liability on the part of Contractor or City to the other by reason of such action or by reason of this Agreement.

Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any person other than the parties to it and their respective successors and permitted assigns.

Each of the parties, through their respective counsel, officers and employees, agree to take such actions as may be necessary to carry out the terms of this Agreement, and to cause such documents as may be necessary to be executed with reasonable promptness.

Each party to this Agreement shall comply with all applicable federal and state statutes and regulations. Each party shall comply with all applicable legal requirements relating to

civil rights and non-discrimination in employment including, but not limited to, the Immigration Reform and Control Act of 1986 and the Americans with Disabilities Act.

Any assignment or attempted assignment of this Agreement by either party without the written consent of the other party shall be void.

Any and all notices, requests or demands made upon the parties hereto, pursuant to or in connection with this Agreement, unless otherwise noted, shall be delivered in person or sent by United States Mail, postage prepaid, to the parties at their respective addresses as agreed by both parties.

This Agreement constitutes the entire Agreement between the parties pertaining to the subject matter hereof and correctly sets forth the rights, duties and obligations of each to the other as of this date. All prior or contemporaneous agreements and understandings oral and written are hereby superseded and merged herein. The provisions hereof may be abrogated, modified, rescinded or amended in whole or in part only by written instrument executed by the parties with the same formality as this document.

The failure of either party to insist, in any one or more instances, upon the full and complete performance of any of the terms and provisions of this Agreement to be performed on the part of the other, or to take action permitted as a result thereof, shall not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in full or in part or in the future. The acceptance by either party of sums less that may be due and owing it at any time shall not be construed as an accord and satisfaction.

In the event that any provision, or any portion of any provision, of this Agreement, or the application thereof, is held invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall have no effect on the remaining portion of any provision or any other provision, or their application, which can be given effect without the invalid provision or application and to this end the provisions of this Agreement shall be deemed to be severable.

In witness whereof, the parties hereto enter into this Agreement on the date first written above.

ATTEST:

CITY OF BENSON

Vicki Vivian
City Clerk

TONEY D. KING, SR.,
Mayor

Approved as to form:

MESCH, CLARK AND ROTHSCHILD, P.C.
By Gary J. Cohen
City's Attorney

Bradley J. Hamilton, P.E.
City Engineer

the WLB Group

By: _____

Its PRESIDENT

Exhibit A

SCOPE OF WORK

ON-CALL MISCELLANEOUS ENGINEERING DESIGN AND REVIEW SERVICES

I. GENERAL

This scope of work provides for consultant engineering and drafting services on an "as needed" basis. All work shall be performed to City standards, or other standards approved by the City Engineer. Engineering work may include development review, development construction inspection roadway design, drainage design, miscellaneous design, electrical engineering design, preparation of plans and specifications, and review of other consulting engineers' work for the City.

II. CIVIL ENGINEERING SERVICES

The Consultant shall be expected to provide services within the civil engineering field, including but not limited to, development review, development construction inspection, survey, right-of-way analysis, hydrologic and hydraulic analyses, drainage design, roadside design, and utility coordination/design. The Consultant may be expected to prepare technical reports, either for justification or support of a project, such as design concept reports, drainage reports, traffic studies, and environmental determination studies.

III. NON-CIVIL ENGINEERING DESIGN

This contract may require the need for landscape, electrical, structural, and/or geotechnical services; however, the consultant shall not be required to include any of these specialties on the project team at this time. If and when it is determined that a specific project will require any or all of these services, the consultant will be asked to identify the sub consultant(s) for approval by the City Engineer’s Office.

IV. RESPONSE TIME

The consultant shall provide a design fee for each miscellaneous design requested by the City, within ten (10) working days of notification. If necessary, each fee submittal shall be negotiated with the City's Engineer until a fair and equitable fee is arrived at. Because response time may be critical to the City, continued delays in response time shall be cause to terminate the contract.

V. CONTRACT AMOUNT/DURATION

Contract duration shall be one (1) year from date of notice to proceed, with three (4) subsequent renewals (each being one (1) year in length). Individual projects assigned under this contract are not expected to exceed $50,000 and the total annual assignments are estimated at $250,000.

The WLB Group Inc WLB

Effective 2015

TUCSON
FEE SCHEDULE FOR PROFESSIONAL SERVICES

TYPICAL HOURLY RATES

Personnel	Hourly Rate
Principal: Engineer/Landscape Arch./Planner/Surveyor	$140.00
Public Presentation or Expert Testimony	$200.00
Senior Project Manager	$120.00
Project Manager/Professional Surveyor	$110.00
Senior: Project Engineer/Landscape Arch./Planner	$95.00
Senior: Surveyor/Inspector/Designer	$85.00
Project: Engineer/Landscape Arch./Planner	$85.00
Staff: Design Engineer/Landscape Arch./Inspector/Planner	$75.00
Sr. Cadd Operator	$75.00
Senior Technician	$70.00
Land Surveyor	$70.00
Design Technician	$65.00
Technician/Cadd Operator	$60.00
Draftsperson/Assistant Technician	$55.00
Clerical	$50.00
Three Man Survey Crew	$140.00
Two Man Survey Crew	$125.00
One Man Survey Crew	$110.00

CITY OF BENSON, ARIZONA
ENGINEERING SERVICES
AGREEMENT OF SERVICES

THIS CONTRACT is made and entered into this 8th day of June, 2015 by and between the City of Benson, Arizona, a municipal corporation (hereinafter "City"), and Engineering and Environmental Consults, Inc.(eec), an Arizona Corporation (hereinafter "Contractor").

WHEREAS, City desires to employ a consulting Engineer to assist the City Engineering and staff on an as-needed basis; and

WHEREAS, one of the principals of Contractor is duly registered and licensed as a Professional Engineer pursuant to the laws of the state of Arizona and represents himself or herself to be professionally competent and capable to perform the services described hereinafter; and

WHEREAS, Contractor desires to enter into this Agreement for the provision of Engineering and Environmental Consults, Inc (eec) consulting Engineer, and City desires to employ Contractor for these services, under the terms and conditions set forth hereinafter.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which is mutually agreed, the City does hereby employ Contractor, and Contractor does hereby accept employment, in accordance with the provisions of this Agreement.

1. Effective Date; Term; Renewal.

This Agreement shall be effective from July 1, 2015, and shall continue through June 30, 2016 or until sooner terminated as provided herein.

This Agreement may only be renewed by the approval of the City Engineer, executed with the same formality as this Agreement. Under this renewal, all existing terms and conditions will remain the same and will apply during the renewal period with the possible exception of price and minor scope additions and/or deletions. Under no circumstances will the term of this Contract be greater than five (5) consecutive years.

2. Scope of Work.

The work to be performed under this Agreement is that work which is requested pursuant to the Scope of Work attached hereto as Exhibit "A" and incorporated herein by

this reference. This Agreement is not intended to cover services rendered by contractor for City pursuant to any other Agreement.

The design or performance of architectural, structural, mechanical, electrical, civil, surveying, or other engineering features of the services described in this Agreement shall be under the direct supervision of professionals, registered to practice in the pertaining field or endeavor in the State of Arizona.

Contractor shall be responsible for the completeness and accuracy of all services rendered and correction of all negligent errors of omission or commission on the drawings, specifications, and other documents, notwithstanding prior approval of City.

Contractor agrees to maintain books, records, reports, research notes, charts, graphs, comments, computations, analyses, recordings, photographs, computer programs and documentation thereof, and other graphic or written data generated in connection with the work performed. All said information and documentation shall become the property of City, and upon expiration or termination of this Agreement for any reason whatsoever, shall be promptly delivered to City.

Contractor agrees to render professional services promptly and diligently upon receipt of notice to proceed with services on any specific project. City will not be liable to pay contractor for any work performed without a request to perform such work by the City Engineer.

Contractor warrants that it has all personnel and professional capacity required in performing the services pursuant to this Agreement.

3. Fees.

In consideration for the performance of the services set forth pursuant to Section 2 of this Agreement, Contractor shall be compensated according to the hourly rates set forth in Exhibit "B" attached hereto and incorporated herein by this reference.

In addition to the hourly fees set forth in section 3.1, Contractor shall be reimbursed the out-of-pocket direct costs incurred, such as materials, printing, reproductions, long distance telephone, and the like, at the exact cost of such out-of-pocket costs. There shall be no mark-up of out-of-pocket costs.

There shall be no mileage charge or charge for any time spent traveling, except travel outside the Pima and Cochise Counties which has been previously approved by the City Engineer.

Contractor shall provide City with monthly billing statements in a form acceptable to City, listing specifically each task undertaken, the identity of the person performing the task, the time expended, and the cost of such task. Each invoice must bear a written certification by an authorized employee of Contractor confirming the professional services for which payment is requested. City shall pay each invoice within thirty (30) days of its approval for payment by the City Engineer.

4. Status of Contractor; Officers and Employees.

It is not intended by this Agreement to, and nothing contained in this Agreement shall be construed to, create any partnership, joint venture or employment relationship between parties or create any employer-employee relationship between City and any contractor employee, or between Contractor and any City employee. Neither party shall be liable for any debts, whatsoever of the other, including (without limitation) the other party's obligation to withhold Social Security and income tax for any of its employees.

City shall grant Contractor's officials and employees whatever rights are necessary to accomplish Contractor's obligations under this Agreement.

5. Hold Harmless; Indemnification.

Contractor agrees to indemnify and save harmless the City, its Mayor and Council, appointed boards and commissions, officials, officers, and employees, individually and collectively from, for and against all losses, claims, suits, demands, expenses, attorney's fees, or actions of any kind and nature resulting from personal injury to any person (including bodily injury and death) damages to any property, but only to the extent they arise or are alleged to have arisen out of either (1) Contractor's negligent performance of the terms of this Agreement, or (2) any of Contractor's acts or omissions. The amount and type of insurance requirements set forth in Section 6 will in no way be construed as limiting the scope of indemnity in this Section.

6. Insurance Provisions.

Contractor agrees to obtain insurance coverage of the types and amounts required in this Section and keep such insurance coverage in force throughout the life of this Agreement. All policies will contain an endorsement providing that written notice be given to City at least ten (10) days prior to termination, cancellation, or material reduction in coverage in any policy.

The Comprehensive General Liability Insurance and Comprehensive Automobile Liability Insurance policies will include City as an additional insured with respect to liability arising out of performance out of this Agreement. Contractor agrees that the insurance required hereunder will be primary and that any insurance carried by the City will be excess and not contributing.

Contractor shall provide City with proof of compliance with the insurance provisions and requirements of this Section within ten (10) days of the date of this Agreement. Failure of Contractor to comply with the insurance requirements of this Section at any time shall result in a breach of this Agreement, and shall, among other things, allow immediate termination of this Agreement.

Contractor shall provide and maintain minimum insurance limits as follows:
INSURANCE PROVISIONS

COVERAGE AFFORDED	LIMITS OF LIABILITY
Worker's Compensation	Statutory
Commercial General Liability Insurance	$5,000,000 – Bodily Injury Combined Single Limit

Including:	$1,000,000 Property Damage

A. Products & Completed Operations
B. Blanket Contractual
C. Premises-Operations-Personal Injury

Professional Liability Insurance (Errors and Omissions) (See Special Conditions)	$500,000 (Minimum) Combined Single Limit

The following Automobile Liability Insurance coverage will also be required for all professional services contracts which include surveying and/or construction surveillance.

(X) checked if applicable

Comprehensive Automobile Liability Insurance including: non-owned, and Hired vehicles	$1,000,000-Bodily Injury Combined Single Limit $250,000Property Damage

7. Suspension or Discontinuation of Services; Termination.

This Agreement may be terminated by either party at will by giving thirty (30) days prior written notice of termination to the other party. Such termination shall not relieve either party from those liabilities or costs already incurred under this Agreement. This Agreement may be canceled by the City for conflict of interest pursuant to A.R.S section 38-511.

This Agreement and all obligations upon City arising there from shall be subject to any limitation imposed by budget law. The City represents that it has within its budget sufficient funds to discharge the obligations and duties assumed under this Agreement. If for any reason the Benson City Council does not appropriate sufficient monies for the purpose of maintaining this Agreement, this Agreement shall be deemed to terminate by operation of law on the date of expiration of funding. In the event of such cancellation, Contractor and City shall have no further obligation to the other party other than for payment for services rendered prior to cancellation.

8. Miscellaneous Provisions.

If this Agreement is determined, in whole or in part, to be void by court action brought by third persons, there shall be no liability on the part of Contractor or City to the other by reason of such action or by reason of this Agreement.

Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any person other than the parties to it and their respective successors and permitted assigns.

Each of the parties, through their respective counsel, officers and employees, agree to take such actions as may be necessary to carry out the terms of this Agreement, and to cause such documents as may be necessary to be executed with reasonable promptness.

Each party to this Agreement shall comply with all applicable federal and state statutes and regulations. Each party shall comply with all applicable legal requirements relating to

civil rights and non-discrimination in employment including, but not limited to, the Immigration Reform and Control Act of 1986 and the Americans with Disabilities Act.

Any assignment or attempted assignment of this Agreement by either party without the written consent of the other party shall be void.

Any and all notices, requests or demands made upon the parties hereto, pursuant to or in connection with this Agreement, unless otherwise noted, shall be delivered in person or sent by United States Mail, postage prepaid, to the parties at their respective addresses as agreed by both parties.

This Agreement constitutes the entire Agreement between the parties pertaining to the subject matter hereof and correctly sets forth the rights, duties and obligations of each to the other as of this date. All prior or contemporaneous agreements and understandings oral and written are hereby superseded and merged herein. The provisions hereof may be abrogated, modified, rescinded or amended in whole or in part only by written instrument executed by the parties with the same formality as this document.

The failure of either party to insist, in any one or more instances, upon the full and complete performance of any of the terms and provisions of this Agreement to be performed on the part of the other, or to take action permitted as a result thereof, shall not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in full or in part or in the future. The acceptance by either party of sums less that may be due and owing it at any time shall not be construed as an accord and satisfaction.

In the event that any provision, or any portion of any provision, of this Agreement, or the application thereof, is held invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall have no effect on the remaining portion of any provision or any other provision, or their application, which can be given effect without the invalid provision or application and to this end the provisions of this Agreement shall be deemed to be severable.

In witness whereof, the parties hereto enter into this Agreement on the date first written above.

ATTEST:

CITY OF BENSON

Vicki Vivian
City Clerk

TONEY D. KING, SR.,
Mayor

Approved as to form:

MESCH, CLARK AND ROTHSCHILD, P.C.
By Gary J. Cohen
City's Attorney

Bradley J. Hamilton, P.E.
City Engineer

Engineering and Environmental Consults, Inc (eec)

By: William B. Carroll

Its Sr. Vice President

Exhibit A

SCOPE OF WORK

ON-CALL MISCELLANEOUS ENGINEERING DESIGN AND REVIEW SERVICES

I. GENERAL

This scope of work provides for consultant engineering and drafting services on an "as needed" basis. All work shall be performed to City standards, or other standards approved by the City Engineer. Engineering work may include development review, development construction inspection roadway design, drainage design, miscellaneous design, electrical engineering design, preparation of plans and specifications, and review of other consulting engineers' work for the City.

II. CIVIL ENGINEERING SERVICES

The Consultant shall be expected to provide services within the civil engineering field, including but not limited to, development review, development construction inspection, survey, right-of-way analysis, hydrologic and hydraulic analyses, drainage design, roadside design, and utility coordination/design. The Consultant may be expected to prepare technical reports, either for justification or support of a project, such as design concept reports, drainage reports, traffic studies, and environmental determination studies.

III. NON-CIVIL ENGINEERING DESIGN

This contract may require the need for landscape, electrical, structural, and/or geotechnical services; however, the consultant shall not be required to include any of these specialties on the project team at this time. If and when it is determined that a specific project will require any or all of these services, the consultant will be asked to identify the sub consultant(s) for approval by the City Engineer’s Office.

IV. RESPONSE TIME

The consultant shall provide a design fee for each miscellaneous design requested by the City, within ten (10) working days of notification. If necessary, each fee submittal shall be negotiated with the City's Engineer until a fair and equitable fee is arrived at. Because response time may be critical to the City, continued delays in response time shall be cause to terminate the contract.

V. CONTRACT AMOUNT/DURATION

Contract duration shall be one (1) year from date of notice to proceed, with three (4) subsequent renewals (each being one (1) year in length). Individual projects assigned under this contract are not expected to exceed $50,000 and the total annual assignments are estimated at $250,000.

EXHIBIT "B"

Fee Schedule 2011/2012

PROJECT: **On-Call Engineering Design and Review Services** **DATE:** **5/19/2015**

PREPARED BY: **EEC** **CONTRACT NUMBER:** _____

EFFECTIVE DATE: _____ **PRIME CONTRACTOR:** **EEC**

CONTRACT TIME: **1-year with possible 2 one-year renewals** **CONTRACT TYPE:** **On-Call**

Item No.	Firm	Discipline	Direct Labor Rate	Overhead %	Profit %	Billing Rate
1	EEC	Principal Engineer	$ 65.00	1.6	10%	$ 185.90
2	EEC	Project Manager	$ 47.67	1.6	10%	$ 136.34
3	EEC	Project Engineer	$ 36.72	1.6	10%	$ 105.02
4	EEC	Engineering Designer	$ 37.38	1.6	10%	$ 106.91
7	EEC	CADD Operator	$ 28.00	1.6	10%	$ 80.08
10	EEC	Professional Surveyor	$ 47.72	1.6	10%	$ 136.48
11	EEC	Survey Manager	$ 40.38	1.6	10%	$ 115.49
12	EEC	Survey Tech	$ 22.03	1.6	10%	$ 63.01
13	EEC	1-Person Survey Crew	$ 40.38	1.6	10%	$ 115.50
14	EEC	2-Person Survey Crew	$ 45.90	1.6	10%	$ 131.25
15	EEC	3-Person Survey Crew	$ 49.56	1.6	10%	$ 141.75

Formulas

(A) Direct Labor Rate
(B) Overhead @ _____% x A
(C) Profit @ _____% x (A+B)
(D) Billing Rate (A+B+C)

CITY OF BENSON, ARIZONA
ENGINEERING SERVICES
AGREEMENT OF SERVICES

THIS CONTRACT is made and entered into this 8th day of June, 2015 by and between the City of Benson, Arizona, a municipal corporation (hereinafter "City"), and Stantec Consulting Services Inc., an Arizona Corporation (hereinafter "Contractor").

WHEREAS, City desires to employ a consulting Engineer to assist the City Engineering and staff on an as-needed basis; and

WHEREAS, one of the principals of Contractor is duly registered and licensed as a Professional Engineer pursuant to the laws of the state of Arizona and represents himself or herself to be professionally competent and capable to perform the services described hereinafter; and

WHEREAS, Contractor desires to enter into this Agreement for the provision of Stantec Consulting Services Inc. consulting Engineer, and City desires to employ Contractor for these services, under the terms and conditions set forth hereinafter.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which is mutually agreed, the City does hereby employ Contractor, and Contractor does hereby accept employment, in accordance with the provisions of this Agreement.

1. Effective Date; Term; Renewal.

This Agreement shall be effective from July 1, 2015, and shall continue through June 30, 2016 or until sooner terminated as provided herein.

This Agreement may only be renewed by the approval of the City Engineer, executed with the same formality as this Agreement. Under this renewal, all existing terms and conditions will remain the same and will apply during the renewal period with the possible exception of price and minor scope additions and/or deletions. Under no circumstances will the term of this Contract be greater than five (5) consecutive years.

2. Scope of Work.

The work to be performed under this Agreement is that work which is requested pursuant to the Scope of Work attached hereto as Exhibit "A" and incorporated herein by

this reference. This Agreement is not intended to cover services rendered by contractor for City pursuant to any other Agreement.

The design or performance of architectural, structural, mechanical, electrical, civil, surveying, or other engineering features of the services described in this Agreement shall be under the direct supervision of professionals, registered to practice in the pertaining field or endeavor in the State of Arizona.

Contractor shall be responsible for the completeness and accuracy of all services rendered and correction of all negligent errors of omission or commission on the drawings, specifications, and other documents, notwithstanding prior approval of City.

Contractor agrees to maintain books, records, reports, research notes, charts, graphs, comments, computations, analyses, recordings, photographs, computer programs and documentation thereof, and other graphic or written data generated in connection with the work performed. All said information and documentation shall become the property of City, and upon expiration or termination of this Agreement for any reason whatsoever, shall be promptly delivered to City.

Contractor agrees to render professional services promptly and diligently upon receipt of notice to proceed with services on any specific project. City will not be liable to pay contractor for any work performed without a request to perform such work by the City Engineer.

Contractor warrants that it has all personnel and professional capacity required in performing the services pursuant to this Agreement.

3. Fees.

In consideration for the performance of the services set forth pursuant to Section 2 of this Agreement, Contractor shall be compensated according to the hourly rates set forth in Exhibit "B" attached hereto and incorporated herein by this reference.

In addition to the hourly fees set forth in section 3.1, Contractor shall be reimbursed the out-of-pocket direct costs incurred, such as materials, printing, reproductions, long distance telephone, and the like, at the exact cost of such out-of-pocket costs. There shall be no mark-up of out-of-pocket costs.

There shall be no mileage charge or charge for any time spent traveling, except travel outside the Pima and Cochise Counties which has been previously approved by the City Engineer.

Contractor shall provide City with monthly billing statements in a form acceptable to City, listing specifically each task undertaken, the identity of the person performing the task, the time expended, and the cost of such task. Each invoice must bear a written certification by an authorized employee of Contractor confirming the professional services for which payment is requested. City shall pay each invoice within thirty (30) days of its approval for payment by the City Engineer.

4. Status of Contractor; Officers and Employees.

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City shall grant Contractor's officials and employees whatever rights are necessary to accomplish Contractor's obligations under this Agreement.

5. Hold Harmless; Indemnification.

Contractor agrees to indemnify and save harmless the City, its Mayor and Council, appointed boards and commissions, officials, officers, and employees, individually and collectively from, for and against all losses, claims, suits, demands, expenses, attorney's fees, or actions of any kind and nature resulting from personal injury to any person (including bodily injury and death) damages to any property, but only to the extent they arise or are alleged to have arisen out of either (1) Contractor's negligent performance of the terms of this Agreement, or (2) any of Contractor's acts or omissions. The amount and type of insurance requirements set forth in Section 6 will in no way be construed as limiting the scope of indemnity in this Section.

6. Insurance Provisions.

Contractor agrees to obtain insurance coverage of the types and amounts required in this Section and keep such insurance coverage in force throughout the life of this Agreement. All policies will contain an endorsement providing that written notice be given to City at least ten (10) days prior to termination, cancellation, or material reduction in coverage in any policy.

The Comprehensive General Liability Insurance and Comprehensive Automobile Liability Insurance policies will include City as an additional insured with respect to liability arising out of performance out of this Agreement. Contractor agrees that the insurance required hereunder will be primary and that any insurance carried by the City will be excess and not contributing.

Contractor shall provide City with proof of compliance with the insurance provisions and requirements of this Section within ten (10) days of the date of this Agreement. Failure of Contractor to comply with the insurance requirements of this Section at any time shall result in a breach of this Agreement, and shall, among other things, allow immediate termination of this Agreement.

Contractor shall provide and maintain minimum insurance limits as follows:
INSURANCE PROVISIONS

COVERAGE AFFORDED	LIMITS OF LIABILITY
Worker's Compensation	Statutory
Commercial General Liability Insurance	$5,000,000 – Bodily Injury Combined Single Limit

Including:	$1,000,000 Property Damage

A. Products & Completed Operations
B. Blanket Contractual
C. Premises-Operations-Personal Injury

Professional Liability Insurance (Errors and Omissions) (See Special Conditions)	$500,000 (Minimum) Combined Single Limit

The following Automobile Liability Insurance coverage will also be required for all professional services contracts which include surveying and/or construction surveillance.

(X) checked if applicable

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7. Suspension or Discontinuation of Services; Termination.

This Agreement may be terminated by either party at will by giving thirty (30) days prior written notice of termination to the other party. Such termination shall not relieve either party from those liabilities or costs already incurred under this Agreement. This Agreement may be canceled by the City for conflict of interest pursuant to A.R.S section 38-511.

This Agreement and all obligations upon City arising there from shall be subject to any limitation imposed by budget law. The City represents that it has within its budget sufficient funds to discharge the obligations and duties assumed under this Agreement. If for any reason the Benson City Council does not appropriate sufficient monies for the purpose of maintaining this Agreement, this Agreement shall be deemed to terminate by operation of law on the date of expiration of funding. In the event of such cancellation, Contractor and City shall have no further obligation to the other party other than for payment for services rendered prior to cancellation.

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Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any person other than the parties to it and their respective successors and permitted assigns.

Each of the parties, through their respective counsel, officers and employees, agree to take such actions as may be necessary to carry out the terms of this Agreement, and to cause such documents as may be necessary to be executed with reasonable promptness.

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civil rights and non-discrimination in employment including, but not limited to, the Immigration Reform and Control Act of 1986 and the Americans with Disabilities Act.

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The failure of either party to insist, in any one or more instances, upon the full and complete performance of any of the terms and provisions of this Agreement to be performed on the part of the other, or to take action permitted as a result thereof, shall not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in full or in part or in the future. The acceptance by either party of sums less that may be due and owing it at any time shall not be construed as an accord and satisfaction.

In the event that any provision, or any portion of any provision, of this Agreement, or the application thereof, is held invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall have no effect on the remaining portion of any provision or any other provision, or their application, which can be given effect without the invalid provision or application and to this end the provisions of this Agreement shall be deemed to be severable.

In witness whereof, the parties hereto enter into this Agreement on the date first written above.

ATTEST:

CITY OF BENSON

Vicki Vivian
City Clerk

TONEY D. KING, SR.,
Mayor

Approved as to form:

MESCH, CLARK AND ROTHSCHILD, P.C.
By Gary J. Cohen
City's Attorney

Bradley J. Hamilton, P.E.
City Engineer

Stantec Consulting Services Inc.

By: Chad L Vlbe

Its SENIOR ASSOCIATE
5-13-15

Exhibit A

SCOPE OF WORK

ON-CALL MISCELLANEOUS ENGINEERING DESIGN AND REVIEW SERVICES

I. GENERAL

This scope of work provides for consultant engineering and drafting services on an "as needed" basis. All work shall be performed to City standards, or other standards approved by the City Engineer. Engineering work may include development review, development construction inspection roadway design, drainage design, miscellaneous design, electrical engineering design, preparation of plans and specifications, and review of other consulting engineers' work for the City.

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This contract may require the need for landscape, electrical, structural, and/or geotechnical services; however, the consultant shall not be required to include any of these specialties on the project team at this time. If and when it is determined that a specific project will require any or all of these services, the consultant will be asked to identify the sub consultant(s) for approval by the City Engineer’s Office.

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The consultant shall provide a design fee for each miscellaneous design requested by the City, within ten (10) working days of notification. If necessary, each fee submittal shall be negotiated with the City's Engineer until a fair and equitable fee is arrived at. Because response time may be critical to the City, continued delays in response time shall be cause to terminate the contract.

V. CONTRACT AMOUNT/DURATION

Contract duration shall be one (1) year from date of notice to proceed, with three (4) subsequent renewals (each being one (1) year in length). Individual projects assigned under this contract are not expected to exceed $50,000 and the total annual assignments are estimated at $250,000.

Stantec

May 15, 2015

City of Benson
Response to SOQ No. 201501
Engineering Services
Personnel Position and Hourly Rate Table

Position Classification	Total Hourly Rate ($/hr)
Principals:	
Level I	$177.00
Level II	$196.00
Level III	$231.00
Associates/Project Managers:	
Level I	$156.00
Level II	$167.00
Level III	$177.00
Engineer: (Civil, Elec, Mech)	
Level I	$113.00
Level II	$122.00
Level III	$133.00
Level IV	$144.00
Level V	$156.00
Level VI	$167.00
Level VII	$177.00
Architect:	
Level I	$133.00
Level II	$144.00
Level III	$156.00
Landscape Architecture:	
Level I	$122.00
Level II	$133.00
Level III	$144.00
Level IV	$156.00
Hydrologists:	
Level I	$113.00
Level II	$122.00
Level III	$133.00
Level IV	$144.00
Level V	$156.00
Level VI	$167.00
Environmental Engineer:	
Level I	$144.00
Level II	$156.00
CADD/Designer	
Level I	$87.00
Level II	$95.00
Level III	$104.00
Level IV	$113.00
Level V	$122.00
Level VI	$133.00

Stantec

May 15, 2015

City of Benson
Response to SOQ No. 201501
Engineering Services
Personnel Position and Hourly Rate Table

Position Classification	Total Hourly Rate ($/hr)
GIS:	
Level I	$83.00
Level II	$91.00
Level III	$99.00
Construction Admin/Manager:	
Level I	$144.00
Level III	$167.00
Level IV	$177.00
Construction Inspector:	
Level I	$104.00
Level II	$113.00
Level III	$122.00
Level IV	$133.00
Level V	$144.00
Surveyors:	
Survey Manager	$161.00
Senior Project Surveyor/RLS	$133.00
Project Surveyor	$110.00
Survey Technician	$102.00
Survey Crew (1 man)	$110.00
Survey Crew (2 man)	$148.00
Survey Crew (3 man)	$190.00
Survey Admin/Research	$83.00
Administrative/Clerical:	
Level I	$59.00
Level II	$65.00
Level III	$72.00
Level IV	$80.00
Level V	$87.00
Level VI	$95.00
Direct Expenses	
CADD Plots (B&W)	$0.12/SF
CADD Plots (Color)	$1.00/SF
Mileage	$0.565/mile

Federal Audited Overhead Rate: 1.6849
Profit Rate: 10%