Keck & Wood, Inc.

3090 Premiere Parkway
Suite 200
Duluth, Georgia 30097
Office: (678) 417-4000
Fax: (678) 417-4055
www.keckwood.com

July 14, 2016
Revised August 5, 2016

Ms. Kelsey Ledford, City Clerk
City of Blue Ridge
480 W. 1st Street
Blue Ridge, GA 30513
Sent via email: kledford@cityofblueridgega.gov

Re: Proposal for Professional Engineering Services
City of Blue Ridge – Streetscape Phase I Addition, PI 0010677
Our No. 160142.00

Dear Ms. Ledford:

Keck & Wood, Inc. ("Engineer") appreciates this opportunity of presenting a proposal to provide professional engineering services for the proposed Streetscape Phase I Addition Project in the City of Blue Ridge, GA ("City"). It is our understanding that the City would like to add streetscape enhancements (similar to the recently completed West Main Street TE Project) along approximately 0.22 miles of West Main Street, starting from the recently constructed sidewalk (approximately 270 feet northeast of Depot Street) to Mountain Street. The City has also expressed interest in extending the improvements along Messer Street (approximately 250 feet). This project has a federal award amount of $375,000 and a required local match of $93,750, bringing the total project budget to $459,750. Keck & Wood, Inc. intends to provide the City with surveying, concept developments, environmental services, utility coordination, engineering design and permitting and bidding phase services. Construction administration phase scope items are detailed in this proposal and available at our standard hourly rate schedule (they are not included in this fee estimate).

Survey Phase – The Engineer will employ Lane Bishop & Associates, Inc. to perform the survey tasks for the project. Please note our survey sub-consultant has changed from the surveyor we listed on our SOQ. Survey phase scope includes the following:

1. State Plane, Mean Sea Level coordinate system.
2. Spot elevations at centerline of road, edge of pavement, top and bottom of curb, face of building (where applicable) every 50 feet along the length of each street.
3. Extend 20' outside of ROW, 50' outside of the ROW at driveways, 100' down each side street.
4. Property lines, utility easements and rights of way (including roadways and swales within r.o.w.).
5. Boundary lines between adjoining properties and identification of owners.

6. Spot elevations at corner face of building and parking lot at each cross street and at each curb cut (handicap ramps, driveways, etc.). Provide exact location of existing striped centerline of street, location and width of each travel lane every 100' along the length of street or change in direction, curve.
7. All above ground built elements including but not limited to: guard rails, headwall, light standard, fencing, location of existing overhead and freestanding signage structures, other signage, fire hydrants, utility boxes, vault covers, manhole covers, etc.
8. As-built underground utility information / location of all utilities including but not limited to drainage structures, storm and sanitary sewer, power and communication poles/lines, gas lines, water lines, fire hydrants, etc.
9. Utility information on all private utility providers for gas, water, telephone, cable, etc.
10. Existing rim and invert elevations of storm drainage system and catch basins; including type of material in all storm drain lines, and direction flow direction.
11. Within the right of way, provide location for all existing horizontal or vertical elements located in existing sidewalk areas including but not limited to water meters, valves, subterranean vaults, surface grates, light poles, telephone poles, disused sign, pole or other exposed footings and anchors, historic features, or any other existing elements.
12. Line of existing building, edge, alignment of building face along main and side streets, if within limits of survey beyond the right of way. Include delineation of doorways, awnings, setbacks, or any other variation from building face along ROW. In addition, provide threshold spot elevation at all entrances to each building.
13. Existing parking striping in all locations parking is present, whether on public or private property.
14. Location of existing natural elements; including tree caliper, species of existing trees, and edge of canopy of existing vegetation and existing major tree species.
15. Sanitary Sewer features including manholes, inverts, pipe direction, pipe diameter, pipe material, etc.
16. Engineer site visit and review survey completeness and confirm no items were missed.

Concept Phase – Concept phase scope includes the following:

1. Coordinate with City to discuss scope.
2. Prepare a conceptual street cross-section plan reflecting the input received and illustrating the scope of the project.
3. Prepare cost estimate for conceptual construction costs.
4. Coordinate with the City and GDOT regarding availability of existing rights-of-way. The Engineer will evaluate the need for additional right of way or easement and assist the City in deciding on how to proceed.
5. Coordinate with City to review concept layout.
6. Modify concept layout per City staff comments.
7. Update cost estimate for conceptual construction costs per City staff comments.
8. Coordinate with City to review updated concept layout.
9. Prepared and submit a Concept Report to GDOT for approval.
10. ~~The Engineer will prepare a conceptual layout of the project and~~ assist the City with holding a public presentation showing the proposed improvements. **Please note the public presentation assistance will be provided to the City at no cost.**

Environmental Phase - The Engineer employ Cypress Cultural Consultants, LLC to perform the tasks required to obtain GDOT and FHWA environmental approval for the project. These tasks include the following:

1. Air quality Assessment / write-off.
2. Noise Assessment / write-off.
3. Historic 106 Streamlined Report / worksheet.
4. Ecology Report / worksheet and FWS Early Notification Letter.
5. Categorical Exclusion / NEPA evaluation (for 4(f), land uses, etc.).
6. Environmental Commitments Table (green sheet).
7. Periodic Reevaluations (to keep project current) and Environmental Validation (prior to construction let).

Utility Coordination Phase – Utility coordination phase scope includes the following:

1. Send existing conditions to utility companies to confirm utility locations.
2. Revise existing conditions to reflect utility locations.
3. Send proposed layout to utility companies to confirm no conflict.
4. ~~If conflict exists, meeting with utility companies to coordinate relocations.~~
5. ~~Coordinate with utility companies for relocation of their facilities (if necessary).~~
6. Prepare Utility Certification Package.

Design & Permitting Phase – Design & permitting phase scope includes the following:

1. Based on the approved GDOT approved concept, the Engineer will prepare Preliminary Plans (including the following: Cover Sheet, Index, General Notes, Typical Sections, Mainline Roadway Plan, Mainline Roadway Profile, Side Road Profiles, Driveway Profiles, Drainage Plan & Profiles, Cross Sections, Existing Utility Plans, Signing & Marking Plans.).
2. The Engineer will prepare a revised construction cost estimate.
3. The Engineer will provide with the City and Moreland Altobelli/GDOT with the Preliminary Plans for review and comment.
4. The Engineer will make corrections to the Preliminary Plans per City and Moreland Altobelli/GDOT review comments.
5. Should right of way or easement acquisition ultimately be necessary, the Engineer's scope for this part of the work will be limited to preparation of right-of-way drawings describing the areas of permanent or temporary easements and the installations therein, including legal descriptions for permanent right-of-way or permanent easements, suitable for recording, for each property fronting the project area for which an easement is necessary. Right of way acquisitions services are not included in this proposal.
6. The Engineer will prepare 90% Plans (including the following: Cover Sheet, Index, General Notes, Typical Sections, Summary of Quantities, Mainline Roadway Plan, Mainline Roadway Profile, Side Road Profiles, Driveway Profiles, Drainage Plan & Profiles, Cross Sections, Existing Utility Plans, Signing & Marking Plans, Landscape Plans, Retaining Wall Plans (if required), Special Construction Details, GDOT Construction Details, GDOT Georgia Standards and Erosion Control Plans.).

7. The Engineer will provide the City and Moreland Altobelli/GDOT with the 90% Plans for review and comment.
8. The Engineer will provide EPD with the 90% erosion control plans for review and comment.
9. The Engineer will make revisions to the 90% Plans per City and Moreland Altobelli/GDOT review comments.
10. The Engineer will prepare / execute / distribute the required ADA letter for approval by GDOT.
11. The Engineer will prepare an updated construction cost estimate for the GDOT determination of the DBE goal.
12. The Engineer will provide a project Bid Manual containing the contract documents, federal contract provisions and specifications.
13. The Engineer will provide Moreland Altobelli/GDOT with the PS&E package, Final Plans and Project Bid Manual for approval.
14. The Engineer will obtain the Notice to Proceed from GDOT with advertising the project for bidding.

Bidding Phase –Bidding phase scope could include the following:

1. The Engineer will provide the City with a bid advertisement for advertising the construction of this Project in the City's legal organ.
2. The Engineer will post the advertisement and plan holders to the Engineer's website.
3. The Engineer will provide prospective bidders with purchased bid documents.
4. The Engineer will respond to questions from bidders.
5. The Engineer will prepare addenda.
6. The Engineer will attend the bid opening and review bids for award.
7. The Engineer will review the qualifications of the low bidder(s).
8. The Engineer will prepare a bid tabulation of all bids.
9. The Engineer will provide the City with a bid recommendation letter for the lowest qualified bidder.
10. The Engineer will provide the City with a Notice of Award to be issued to the selected bidder.
11. The Engineer will provide Moreland Altobelli/GDOT with a bid tabulation submittal package for approval.
12. The Engineer will prepare the contract documents for execution.

Construction Administration Phase (hourly, as needed basis) – Construction administration phase scope could include the following:

1. Attend pre-construction conference with the City, Contractor, and GDOT.
2. Perform contractor submittal reviews.
3. Coordinated with GDOT and/or 3rd party testing agency for materials testing.
4. Perform onsite observations during the construction process to ensure, in general, that the Contractor is conducting his work in accordance with the construction documents and to verify contractor's applications for payment.

5. Review Contractor's Applications for Payment and advise the Owner on the amounts owed to the contractor based on site observations.
6. Assist the City in the preparation and process of change orders due to unforeseen conditions.
7. Prepare a list of items needing attention (Items to be corrected will be identified in a documented punch list).
8. Assist the City with GDOT's required project closeout items.

Fee Schedule - Our proposed fee schedule is as follows:

Survey Phase	$9,950
Concept Phase	$6,290
Environmental Phase	$11,100
Utility Coordination Phase	$2,690
Design & Permitting Phase	$61,898
Bidding Phase	$5,968
Construction Administration Phase (hourly, as needed basis)	Hourly
Total Fees	$97,896 + Hourly

Compensation for work performed shall be according to the lump sum fee noted above. These lump sum fees are described in more detail in the attached Manhour & Fee Estimate. Once per month during the existence of this contract, the Engineer shall submit to the City an invoice for payment based on percent complete of the work performed for the Project through the invoice period. Construction Administration Phase services are available at our standard hourly rate schedule.

Again, thank you for this opportunity. If you have any questions or need additional information, please call.

Sincerely,
KECK & WOOD, INC.

Sam J. Serio, P.E.
Associate Vice President

ACCEPTED by the CITY OF BLUE RIDGE
This _____ day of _____, 2016.

By: _____

Title: _____

Attachments:
1) Manhour & Fee Estimate
2) 2016 Standard Hourly Rate Schedule
3) Terms & Conditions

STREETSCAPE PHASE 1 ADDITION
MANHOUR & FEE ESTIMATE

City of Blue Ridge
Streetscape Phase 1 Addition
July 14, 2016
Revised August 5, 2016

Keck & Wood, Inc.
3090 Premiere Parkway, Ste. 200
Duluth, Georgia 30097

Task Number	Task Description	Principal	SLA	Eng IV	Eng III	Eng II	Eng I	Design Tech	Office Admin.	Total MH	Direct Costs	Task Cost
	Standard Hourly Rates	$195	$150	$160	$135	$110	$105	$80	$78			
	Survey Phase											
1001	Coordination with surveyor to confirm survey limits and scope			1		4				5		$600
1002	Field survey & database									0	$7,535	$7,535
1003	Site visit (1) and review survey completeness and confirm no items were missed					8	8			16	$95	$1,815
	Total Survey Phase	0	0	1	0	12	8	0	0	21	$7,630	$9,950
	Concept Phase											
2001	Coordinate with City to discuss scope			4		2				6	$95	$955
2002	Prepare a conceptual street cross-section plan reflecting the input received and illustrating the scope of the project					4	4			8		$860
2003	Prepare cost estimate for conceptual construction costs					2	4			6		$640
2004	Coordination regarding the need for additional right of way or easement acquisition			1						1		$160
2005	Coordinate with City to review concept layout					2				2		$220
2006	Modify concept layout per City staff comments					1	2			3		$320
2007	Update cost estimate for conceptual construction costs per City staff comments					1	1			2		$215
2008	Coordinate with City to review updated concept layout			2						2		$320
2009	Submit the resulting Concept Report to GDOT and the City for approval			8		12				20		$2,600
~~2010~~	~~Prepare conceptual layout for public presentation~~									0		$0
2011	Attend public presentation									0		$0
	Total Concept Phase	0	0	15	0	24	11	0	0	50	$95	$6,290
	Environmental Phase											
3001	Environmental phase servcies			2		8					$9,900	$11,100
	Total Environmental Phase	0	0	2	0	8	0	0	0	10	$9,900	$11,100
	Utility Coordination Phase											
4001	Send existing conditions to utility companies to confirm utility locations						6			6	$70	$700
4002	Revise existing conditions to reflect utility locations						6			6		$630
4003	Send proposed layout to utility companies to confirm no conflict						6			6	$70	$700
~~4004~~	~~Meeting with utility companies to coordinate relocations (if necessary)~~									0		$0
~~4005~~	~~Coordinate with utility companies for relocation of their facilities (if necessary)~~									0		$0
4006	Prepare Utility Certification package					6						$660
	Total Utility Coordination Phase	0	0	0	0	6	18	0	0	24	$140	$2,690
	Design & Permitting Phase											
5001	Project Coordination / Project Management			30		40				70		$9,200
5002	Preliminary Plans: Cover Sheet						1			1		$105
5002	Preliminary Plans: Index						1			1		$105
5003	Preliminary Plans: General Notes						1			1		$105
5004	Preliminary Plans: Typical Sections						8			8		$840
5005	Preliminary Plans: Mainline Roadway Plan			8		40	80			128		$14,080
5006	Preliminary Plans: Mainline Roadway Profile						2			2		$210
5007	Preliminary Plans: Side Road Profiles						2			2		$210
5008	Preliminary Plans: Driveway Profiles					2	4			6		$640
5009	Preliminary Plans: Drainage Plan & Profiles			2		16	24			42		$4,600
5010	Preliminary Plans: Cross Sections					4	8			12		$1,280
5011	Preliminary Plans: Existing Utility Plans						2			2		$210
5012	Preliminary Plans: Signing & Marking Plans					2	6			8		$850
5013	Prepare a revised construction cost estimate					1	6			7		$740
5014	Internal QA/QC of Preliminary Plans			2		2	2			6		$750
5015	Provide with the City and MAAI/GDOT with the Preliminary Plans for review and comment			1			1		1	3	$50	$393
5016	Corrections to the Preliminary Plans per City and MAAI/GDOT review comments					4	16			20		$2,120
5017	90% Plans: Cover Sheet						1			1		$105
5018	90% Plans: Index						1			1		$105
5019	90% Plans: General Notes						1			1		$105
5020	90% Plans: Typical Sections						1			1		$105
5021	90% Plans: Summary of Quantities					2	8			10		$1,060
5022	90% Plans: Mainline Roadway Plan			2		12	20			34		$3,740
5023	90% Plans: Mainline Roadway Profile						1			1		$105
5024	90% Plans: Side Road Profiles						1			1		$105
5025	90% Plans: Driveway Profiles						1			1		$105
5026	90% Plans: Drainage Plan & Profiles			2		8	8			18		$2,040

MANHOUR & FEE ESTIMATE

City of Blue Ridge
Streetscape Phase 1 Addition
July 14, 2016
Revised August 5, 2016

Keck & Wood, Inc.
3090 Premiere Parkway, Ste. 200
Duluth, Georgia 30097

Task Number	Task Description	Principal	SLA	Eng IV	Eng III	Eng II	Eng I	Design Tech	Office Admin.	Total MH	Direct Costs	Task Cost
	Standard Hourly Rates	$195	$150	$160	$135	$110	$105	$80	$78			
5027	90% Plans: Cross Sections					1	4			5		$530
5028	90% Plans: Existing Utility Plans						1			1		$105
5029	90% Plans: Signing & Marking Plans					1	4			5		$530
5030	90% Plans: Landscape Plans		16			1	1			18		$2,615
5031	90% Plans: Retaining Wall Plans			1		4	4			9		$1,020
5032	90% Plans: Special Construction Details					1	2			3		$320
5033	90% Plans: GDOT Construction Details					1	1			2		$215
5034	90% Plans: GDOT Georgia Standards					1	1			2		$215
5035	90% Plans: Erosion Control Plans					8	16			24		$2,560
5036	Internal QA/QC of 90% Plans	1		4		2	2			9		$1,265
5037	Provide MAAI/GDOT with the 90% Plans for review and comment					1	1			2	$60	$275
5038	Provide the EPD with the 90% Erosion Control Plans for review and comment					2				2	$60	$280
5039	Revisions to the 90% Plans per MAAI/GDOT and EPD review comments					8	20			28		$2,980
5040	Internal QA/QC of Final Plans			1		4	1			6		$705
5041	Provide EPD with revised Eroson Control Plans and NOI					2	2			4	$70	$500
5042	Prepare a Bid Manual containing contract documents and detailed specifications			4		8	8			20		$2,360
5043	Provide PS&E, Final plans and Bid Manual to MAAI/GDOT for approval			2		2	2			6	$70	$820
5044	Prepare an updated construction cost estimate for the City					1	2			3		$320
5045	Obtain Notice to Proceed from GDOT to bid the project			1		1				2		$270
	Total Design & Permitting Phase	1	16	60	0	182	279	0	1	539	$310	$61,898
	Bidding Phase											
6001	Provide the City with a bid advertisement for advertising			1						1		$160
6002	Post the advertisement and plan holders to the Engineer's website								1	1		$78
6003	Provide prospective bidders with purchased bid documents								1	1		$78
6003	Attend pre-bid conference			5						5	$95	$895
6004	Respond to questions from bidders			1		4	4			9		$1,020
6005	Prepare addenda			1		6	6			13		$1,450
6006	Attend the bid opening and review bids for award			5						5	$95	$895
6007	Prepared bid tabulation						1		1	2		$183
6008	Review the qualifications of the low bidder(s)						1			1		$105
6009	Provide the City with a bid recommendation letter for the lowest qualified bidder			1					1	2		$238
6010	Provide the City with a Notice of Award to be issued to the selected bidder					1				1		$110
6011	Provide the MAAI / GDOT with bid tabulation submittal package for approval			1		4				5		$600
6012	Preparation of the contract documents for execution								2	2		$156
	Total Bidding Phase	0	0	15	0	15	12	0	6	48	$190	$5,968
	Construction Administration Phase (HOURLY, AS NEEDED BASIS)											
7001	Attend pre-construction conference with the City, Contractor, and GDOT									0		$0
7002	Prepare pre-construction conference report and distribute to City, Contractor, and GDOT									0		$0
7003	Perform ten (10) onsite observations during construction									0		$0
7004	Review Contractor's Applications for Payment and advise the Owner on the amounts owed									0		$0
7005	Preparation and process of change orders due to unforeseen conditions									0		$0
7006	Prepare a punchlist of items to be corrected by contractor									0		$0
7007	Assist the City with project closeout									0		$0
	Total Construction Administration Phase (NOT APPLICABLE - HOURLY, AS NEEDED BASIS)	0	0	0	0	0	0	0	0	0	$0	$0
	Total Manhours	**1**	**16**	**91**	**0**	**239**	**328**	**0**	**7**	**682**		
	Cost/Hour	**$195**	**$150**	**$160**	**$135**	**$110**	**$105**	**$80**	**$78**			
	Total All Phases	**$195**	**$2,400**	**$14,560**	**$0**	**$26,290**	**$34,440**	**$0**	**$546**		**$18,265**	**$97,896**

KECK & WOOD, INC.
STANDARD HOURLY BILL RATES
2/1/2016

PRI- Principal	$195.00
SSE - Senior Specialty Engineer	$180.00
SLA - Senior Landscape Architect	$150.00
LA - Landscape Architect	$110.00
ST4 - Staff Engineer IV	$160.00
ST3 - Staff Engineer III	$135.00
ST2 - Staff Engineer II	$110.00
STE - Staff Engineer I	$105.00
PLS - Registered Land Surveyor	$115.00
SPC - Senior Survey Party Chief	$74.00
STC - Survey Technician	$55.00
SAD - Senior A/E Designer	$105.00
EAS - Engineering Associate	$120.00
SRT - Senior Design Technician	$95.00
TEC - Design Technician	$80.00
CAD - CAD Technician	$65.00
SMT - Senior GIS/IT Specialist	$95.00
CL2 - Clerical/Administrative	$65.00
CLI - Clerical/Administrative	$55.00
OFM - Office Administrator	$78.00
ROB1 - 1 Man Robot/GPS	$95.00
ROB - 2 Man/GPS	$125.00
SV2 - 2 Man Svy Crew	$115.00
SV3 - 3 Man Svy Crew	$145.00

TERMS AND CONDITIONS OF SERVICE

EFFECTIVE DATE: This Agreement, by and between Keck & Wood, Inc., hereinafter referred to as the Consultant, and the Client identified on the face(s) hereof, is binding and effective upon acceptance by a currently authorized corporate officer of the Consultant.

SCOPE OF SERVICES: Whereas the Consultant has proposed to perform, and the Client desires to have the Consultant perform, the scope of services described on the face side(s) hereof:

AGREEMENT: Now, therefore, in consideration of the premises and the covenants and undertakings hereinafter set forth, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. PERFORMANCE: Unless more specifically established on the face side(s) hereof or attachments hereto, the Consultant a) agrees to perform his services in conformity with generally accepted professional practices for the intended project or purpose, and makes no warranty either expressed or implied; b) agrees to correct any defective survey or engineering service performed by the Consultant when brought to its attention in writing; and c) will endeavor to complete its services on a time schedule consistent with needs of the Client.

2. OWNERSHIP OF DOCUMENTS: All documents, including original drawings, plats, estimates, field notes, specifications and other data are and shall remain the property of the Consultant. Copies of finished documents furnished to the Client are instruments of service for the specific project or initial purpose indicated, and are not intended to be reused for extensions of the project or for additional purposes without written authorization by the Consultant. Reuse of any of the instruments of service of the Consultant by the Client on any extension of the project or for additional purposes shall be at the Client's risk and the Client agrees to defend, indemnify and hold harmless the Consultant from all claims, damages and expenses including attorney's fees arising out of any unauthorized reuse of the Consultant's instruments of service by the Client or by others acting through the Client.

3. ESTIMATES OF CONSTRUCTION COST: Since the Consultant has no control over construction costs or of the methods by which construction contractors determine prices, or over market conditions, any opinion of the Consultant regarding construction cost are to be made on the basis of his best judgment, but Consultant cannot and does not guarantee that actual construction costs will not vary from estimates provided by the Consultant.

4. FORCE MAJEURE: Consultant shall not be liable for failures to perform any obligation under this Agreement where such failure arises from causes beyond Consultant's exclusive control, including (but not limited to) such causes as war; civil commotion; force majeure; acts of a public enemy; sabotage; vandalism; accident; statute; ordinances; embargoes; government regulations; priorities or allocations; interruption or delay in transportation; inadequacy, shortage or failure of supply of materials, equipment, fuel or electrical power; labor controversies (whether at Consultant's office or elsewhere); shut-downs for repairs; natural phenomena; whether such cause exists on the effective day hereof, or arises thereafter, or from compliance with any order or request of the United States Government or any officer, department, agency, instrumentality or committee thereof.

5. CONSTRUCTION RELATED SERVICES: The Consultant has not been retained or compensated to provide design and construction review services relating to any construction contractor's safety precautions or to means, methods, techniques, sequences, or procedures required for a contractor to perform his work which are not directly a part of the completed project; omitted services include but are not limited to shoring, scaffolding, underpinning, temporary retainment of excavations, and any erection methods and temporary bracing.

6. CONSULTANT'S INSURANCE: The Consultant shall acquire and maintain statutory workmen's compensation insurance coverage, employer's liability, comprehensive general liability insurance coverage of not less than $2,000,000 limit, and professional liability insurance coverage of not less than $2,000,000 limit.

7. CONTRACTOR'S INSURANCE: Should the scope of services by the Consultant include planning, design or observation of construction work, the Client shall require the contractor(s) and any subcontractor(s), prior to commencement of such work, to submit evidence that he (they) have obtained for the period of the construction contract, and the guarantee period, comprehensive general liability insurance coverage including completed operations coverage. This coverage shall provide for bodily injury and property damage arising directly or indirectly out of, or in connection with, the performance of construction work, and have a limit of not less than $500,000 for all damages arising out of bodily injury, sickness or death of one person and an aggregate of $1,000,000 for damages arising out of bodily injury, sickness and death of two or more persons. The property damage portion shall provide for a limit of not less than $300,000 for all damages arising out of injury to or destruction of property of others arising directly or indirectly out of or in connection with the performance of construction work in any one occurrence including explosion, collapse and underground exposures. Included in such coverage shall be contractual coverage sufficiently broad to insure the provision of the subsequent paragraph entitled "Contractor's Indemnity". The comprehensive general liability insurance shall include as additional named insureds: the Client; the Consultant; and each of their officers, agents and employees.

8. CONTRACTOR'S INDEMNITY: Should the scope of services by the Consultant include planning, design or observation of construction work, the Client shall require that all contractors and subcontractors performing work in connection with services rendered by the Consultant, indemnify and defend, the Client and the Consultant, and each of their officers, agents, and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from construction operations, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom; and is caused in whole or in part, directly or indirectly, by any negligent or willful act or omission of the contractor(s), any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them are liable. The indemnification required shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the contractor(s) or any subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.

9. ACCESS: The Client shall be responsible for providing all rights of access upon public or private property as required by the Consultant to perform authorized services.

10. BASIS OF PAYMENT: The Client agrees to compensate the consultant as provided on the face side(s) hereof. In the event a preliminary estimate of compensation is made, the Consultant will endeavor to accomplish services within that estimate, but the Consultant does not guarantee such estimate unless a specific written statement to that effect is given. Should the Consultant become aware that charges will or have exceeded any preliminary estimate, he will promptly notify the Client who may elect to reduce the scope of services or authorize a continuation of services at increased cost.

11. PAYMENT AND CREDIT: Progress or partial payments shall be made by the Client in proportion to services rendered by the Consultant unless specific extension of credit to the Client is provided on the face(s) hereof. Statements will be issued from time to time by the Consultant, but no more often than at 4-week intervals, and shall be fully payable within 30 days thereafter. Balances which are unpaid for more than 30 days are subject to a finance or service charge plus collection expenses. Service charges shall be 1.3 percent per 4-week period, which amounts to 16.9 percent per year. If in the exclusive judgment of Consultant, the financial condition of the Client at any time does not appear to justify the commencement or continuance of services on the terms specified herein, Consultant may, in addition to all other remedies it may have at law or in equity, make written demand for full or partial payment in advance, suspend its performance until such payment is made and cancel this Agreement if such payment is not received by the Consultant within 30 days after delivery in person or mailing of said demand by Consultant.

12. AUDIT: ACCESS TO RECORDS: For Agreements employing cost as a basis of compensation, the Consultant shall maintain books, records, documents and other evidence directly pertinent to the Agreement in accordance with appropriate accounting standards. From time to time, but not more often than once each calendar year, the Client may have his accounting representative verify costs by examination of pertinent documents at the home office of the Consultant. During such audit, the Consultant shall provide suitable facilities for the Client's representative, and that representative shall organize and conduct his audit in a manner which minimizes special effort by the Consultant.

13. DELEGATION OF DUTIES: Neither the Client nor the Consultant shall delegate his duties hereunder without the written consent of the other.

14. TERMINATION: Should this Agreement be terminated prematurely by written mutual agreement or as provided elsewhere herein, the Consultant shall be paid for services performed to the termination date plus 15 percent of the total compensation earned to the time of termination to account for Consultant's rescheduling adjustments and related costs.

15. MISCELLANEOUS: This Agreement is to be construed in accordance with and enforced under the laws of the principal place of business of the Consultant. This Agreement constitutes the entire agreement between the parties hereto, and all prior negotiations, representations and inducements of every kind are superseded hereby. No waiver, alteration or modification of this Agreement shall be effective unless in writing and signed by an authorized corporate officer of the Consultant. In the event any provision of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding on the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.