



NOTICE OF A PUBLIC MEETING
TOWN OF RANCHO VIEJO
BOARD OF ALDERMEN
SPECIAL MEETING
JULY 26, 2016
6:00 P.M.

NOTICE is hereby given of a SPECIAL MEETING of the BOARD OF ALDERMEN of the TOWN OF RANCHO VIEJO, TEXAS, to be held on July 26, 2016, at 6:00 P.M., in the TOWN MUNICIPAL OFFICE, 3301 CARMEN AVENUE, RANCHO VIEJO, TEXAS.

1. Call to Order
2. Roll Call
3. Invocation and Pledge
4. Street Committee Presentation
5. Public Comment
6. Consideration/Action on Ordinance Authorizing Issuance, Sale and Delivery of Town of Rancho Viejo, Texas Certificates of Obligation, Series 2016; Payable from the Levy of a Direct and Continuing Annual Ad Valorem Tax Within the Limits Prescribed by Law and the Town's Waste Management Contract; Prescribing the Terms and Form Thereof; Providing for the Payment of the Principal Thereof and Interest Thereon; Authorizing the Execution of a Purchase Contract to be Used in Connection with the Sale of the Certificates; and Making Other Provisions Regarding Such Certificates and Matters Incident Thereto.
7. Consideration/Action on Extension of Engineering Contract and Schedule of Rates with Ambiotec
8. Consideration/Action on Proposal by Ambiotec for Engineering and Surveying Services for Phase 1 Street Improvements at Rancho Viejo, Texas
9. Public Comment
10. Adjourn

A handwritten signature in black ink, appearing to read "Fred Blanco", is written over a horizontal line.

Fred Blanco, Town Administrator

1. Call to Order by Mayor Rathbun

2. Roll Call

by Isabel Perales

Alderwoman Carr

Alderwoman Guerrero

Alderman Lucio

Alderwoman Truan

Alderman Vera

Legal Counsel, Daniel Rentfro, Jr.

Town Administrator, Fred Blanco.

3. Invocation and Pledge

The pledge of allegiance to the United States Flag:

“I pledge allegiance to the Flag of the United States of America, and to the Republic for which it stands, one nation under God, indivisible, with liberty and justice for all.”

And the pledge of allegiance to the Texas State Flag is,

“Honor the Texas Flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible.”

4. Street Committee Presentation

5. Public Comment

6. Consideration/Action on Ordinance Authorizing Issuance, Sale and Delivery of Town of Rancho Viejo, Texas Certificates of Obligation, Series 2016; Payable from the Levy of a Direct and Continuing Annual Ad Valorem Tax Within the Limits Prescribed by Law and the Town's Waste Management Contract; Prescribing the Terms and Form Thereof; Providing for the Payment of the Principal Thereof and Interest Thereon; Authorizing the Execution of a Purchase Contract to be Used in Connection with the Sale of the Certificates; and Making Other Provisions Regarding Such Certificates and Matters Incident Thereto

7. Consideration/Action on Extension of Engineering Contract and Schedule of Rates with Ambiotec

MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT ("Agreement") is entered into as of August 12, 2014, (the "Effective Date"), by and between the Town of Rancho Viejo, Texas, a Type A general law municipality ("Town"), and Ambiotec Engineering, Inc., a Texas corporation ("Consultant").

WHEREAS, Town is interested in retaining the services of an engineering firm to serve as the town engineer;

WHEREAS, Consultant is an engineering firm authorized to do business in Texas and qualified to perform the services Town may wish it to perform from time to time; and

WHEREAS, Town has determined that Consultant is the most highly qualified provider of the requested professional services based on demonstrated competence and qualifications, and that this Agreement represents a fair and reasonable price for the requested professional services.

Now, THEREFORE, for and in consideration of the sum of \$10 and other valuable consideration, Town and Consultant agree to the following Terms, covenants, and conditions:

1. Performance by Consultant

a. *Services.* Consultant agrees to perform engineering and related consulting services, with respect to specific projects that Town may from time to time request (the "Services"). In addition, Consultant, at the sole discretion of the Town, agrees to serve as a consultant or witness for Town in any litigation, arbitration, or other dispute resolution process for which the Town agrees to compensate Consultant pursuant to Section 2 "Payment for Services".

b. *Manner of Request.* From time to time Town may submit in writing to Consultant a Task Order representing a request for Services to be performed by Consultant, which if accepted by Consultant, any such acceptance being at Consultant's sole discretion, must be confirmed in writing by Consultant. No confirmation may contain terms, covenants, or conditions that are different from the request for Services made by Town unless Town agrees in writing. Nothing in this Agreement requires that Town request any Services from Consultant, or that Consultant agree to accept any request for Services from Town. No refusal by Consultant to accept a request for Services will constitute a breach of or default under this Agreement. In the event of any conflict between the terms of this Agreement and the terms of any confirmation that conforms to a request for Services by Town, the terms of the confirmation will govern.

2. Payment for Services

a. *Fees, Price Protection.* Unless otherwise agreed to in writing by both parties hereto, Town shall pay Consultant for the Services in accordance with the Fee Schedule attached hereto as Exhibit A. Consultant may not increase the fees specified in the Fee Schedule during the term of this Agreement without Town's prior written consent. Each Task Order issued by Town and the acceptance thereof by Consultant shall establish a "not to exceed" figure based on the Fee Schedule. Consultant may offer a fixed lump-sum fee or percentage of construction cost fee, for a specific Task Order, for approval by the Town.

b. *Invoices.* Consultant shall invoice Town monthly for Services rendered, setting forth the hours worked and price of materials provided for which payment is sought. Consultant must include with each invoice copies of any receipts or other documentary evidence that Town may reasonably request to support the claims made in the invoice. Town will pay for those Services and expenses within 30 days of receipt of a properly completed invoice.

3. Obligations of Consultant

a. *Work on Town's Premises.* Consultant will ensure that its employees and agents will, whenever on Town's premises, obey all reasonable instructions and directions issued by Town, and observe Town's environmental, health, and safety policies, including any alcohol and substance abuse policies, as may be communicated to Consultant from time to time. Nothing in this paragraph 3, or otherwise in this Agreement, shall grant Town any control over the manner or means by which Consultant provides the Services.

b. *Key Person.* The parties agree that Vicente Mendez is essential to Consultant's performance of the Services offered pursuant to this Agreement. Should Vicente Mendez no longer be assigned by or available to Consultant to perform any of the Services for whatever reason, Consultant shall as soon as practicable provide the name and qualifications of a substitute key person or persons for Town's consideration and approval. If Town does not approve said substitute key person or persons, which approval will not be unreasonably withheld, Town will have the right to terminate this Agreement on 10 business days' written notice.

c. *Consultations, Reports.* Consultant agrees to make available Consultant's representative, who shall be mutually agreed upon by Consultant and Town, for periodic meetings to review the progress of all work under this Agreement. Consultant also shall prepare

and submit to Town when requested a written report setting forth the status of such work in a format to be mutually agreed upon by Consultant and Town, as well as copies of all documents relating to the Services performed by Consultant.

d. *Manner of Work.* All Services shall be performed by Consultant in a good and workmanlike manner, without defects in the material, the workmanship, or the design of the work, and in strict compliance with the plans, specifications, and generally accepted professional standards applicable to the Services. Consultant shall observe and comply with all applicable laws, statutes, rules, regulations, ordinances, and codes in performing the Services, including without limitation obtaining all necessary licenses, certifications, and permits. Consultant shall, where and as applicable, provide all safety equipment and supplies necessary or desirable for Consultant's performance of the Services. Prior to commencement of the Services, and thereafter during performance of the Services, Consultant shall inspect the worksite to make certain that it is safe for Consultant and its employees and agents to work. Consultant hereby agrees to waive, and shall cause each of its permitted subcontractors and suppliers to waive, any and all mechanic and materialman's liens and privileges arising out of the Services to the extent any such liens may attach to Town's property as a matter of law, and shall indemnify, defend, and hold Town harmless from and against such liens and privileges.

4. Obligations of Town

Town agrees to make available to Consultant, upon reasonable notice, such information, data, and documentation regarding its facilities and infrastructure and other matters related to the Services as may reasonably be required by Consultant to complete the Services.

5. Recruitment

INTENTIONALLY DELETED

6. Term of Agreement

a. *Commencement and Renewal.* This Agreement shall commence on the Effective Date and shall remain in effect for a period of one year, unless terminated as provided for in §6(b) or (c) below. Town reserves the right to renew this Agreement as provided for in the Request for Statement of Qualifications.

b. *Termination by Either Party.* Either party, upon giving written notice to the other party, may terminate this Agreement:

i. if the other party or its employees, consultants or other agents violate any material provision of this Agreement and the violation is not remedied within 5 business days of the party's receipt of written notice of the violation;

ii. if at any time after the commencement of the Services, Town, in its reasonable judgment, determines that such services are inadequate, unsatisfactory, or substantially non-conforming to the specifications, descriptions, warranties, or representations contained herein and the problem is not remedied within 5 business days of the party's receipt of written notice describing the problem;

iii. at any time in the event the other party terminates or suspends its business, becomes a debtor in any bankruptcy or insolvency proceeding under Federal or state statute, or becomes subject to direct control by a court appointed receiver or other similar authority.

In the event that any of the events described in iii. above occurs to a party, that party shall immediately notify the other party of its occurrence.

c. Termination for Convenience by Town. Town may terminate this Agreement without cause at any time, by giving Consultant 30 days' written notice of termination.

d. *Obligations upon Expiration or Termination.* Upon expiration or termination of this Agreement, Consultant shall promptly return to Town all information, files, documentation, media, related material, and any other material owned by Town, as well as any work product in progress. Expiration or termination of this Agreement shall not relieve either party of its obligations regarding Confidential Information under Section 7 below. Upon termination Consultant shall immediately cease performing the Services, and shall no longer be required to provide the Services. Consultant will be entitled to be paid for all Services performed, including payment for all expenses to which Consultant may be entitled, up to and including the effective date of the termination, subject to any claims for damages that Town has under the terms of this Agreement.

7. Confidential Information

a. *Non-Disclosure.* Consultant and Town each agree not to use, disclose, sell, license, publish, reproduce or otherwise make available the Confidential Information (defined below) of the other party except and only to the extent necessary to perform under this Agreement.

Consultant agrees to secure and protect the Town's Confidential Information in a manner consistent with the maintenance of Town's confidential and proprietary rights in the information and to take appropriate action by instruction or agreement with its employees, consultants or other agents who are permitted access to Town's Confidential Information to satisfy its obligations under this Section.

b. *Definition.* "Confidential Information" means a party's information, not generally known by non-party personnel, used by the party and which is confidential or proprietary to the party or the disclosure of which would be detrimental to the party. Confidential Information includes, but is not limited to, the following types of information (whether or not reduced to writing or designated as confidential):

i. work product resulting from or related to Services performed under this Agreement;

ii. a party's computer software, including documentation;

iii. a party's internal personnel, financial, marketing and other business information and manner and method of conducting business;

iv. a party's security status, strategic operations, and other business plans and forecasts; and,

v. confidential information provided by or regarding a party or a party's employees, customers, vendors and other contractors.

c. *Confidentiality Agreement with Consultant's Employees.* All of Consultant's employees or agents who perform services for Town shall sign a confidentiality agreement in a form approved by Consultant and Town.

8. Indemnification and Insurance

a. *Indemnification of Town.* Consultant INDEMNIFIES and HOLDS HARMLESS Town, its officers, agents and employees, against all costs and expenses, including, without limitation, attorneys' fees and costs of investigation and defense, as well as legal liability, whether from suit, judgment, settlement or otherwise arising out of any or all claims for injury to persons or property, including but not limited to injuries resulting in death, arising from, or caused by, or incident to any wrongful or negligent act or omission of Consultant, its agents, invitees, servants and employees upon the property of Town, or arising or resulting from any defective or unsafe

condition for which Consultant is responsible, or of any apparatus, equipment or other property of Consultant, or in any other manner arising out of any action or inaction of Consultant relating to the performance of Services under this Agreement. Any language to the contrary notwithstanding, the covenants and agreements contained in this paragraph survive the termination or expiration of this Agreement for whatever cause.

b. *Insurance Requirements.* Consultant must obtain and maintain throughout the term of this Agreement the insurance coverage described on Exhibit B, which is attached and incorporated by reference, and must strictly comply with all covenants relating to the insurance coverage described on Exhibit B.

c. *Indemnity for Noncompliance with Insurance Requirements.* Consultant INDEMNIFIES and HOLDS HARMLESS Town from any loss it may suffer due to Consultant's failure to comply with all the insurance requirements contained in this Agreement, including the requirement for obtaining waivers of subrogation, and due to any insurance coverage being invalidated because of Consultant's failure to comply with the terms, conditions and warranties of any policy of insurance required to be maintained by Consultant under the terms of this Agreement.

9. Injunctive Relief

It is hereby understood and agreed that damages shall be an inadequate remedy in the event of a breach by Consultant of Section 7 of this Agreement and that any such breach by Consultant will cause Town great and irreparable injury and damage. Accordingly, Consultant agrees that Town shall be entitled, without waiving any additional rights or remedies otherwise available to Town at law or in equity or by statute, to injunctive and other equitable relief without proof of actual damages in the event of a breach or intended or threatened breach by Consultant of Section 7 of this Agreement.

10. Assignment and Subcontracting

a. *Consent Required.* Consultant may not assign or subcontract the whole or any part of this Agreement without Town's prior written consent, which shall not be unreasonably withheld.

b. *Subcontracting.* Any subcontract made by Consultant with the consent of Town must incorporate by reference all the terms of this Agreement. Consultant agrees to guarantee the performance of any subcontractor used in performance of the Services.

11. Other Provisions

a. *Status as Independent Contractor.* Consultant and Town are contractors independent of one another and neither party's employees will be considered employees of any purpose. This Agreement does not create a joint venture, partnership, or other joint business enterprise, and neither party has the authority to bind the other to any third party. Notwithstanding any language in this Agreement to the contrary, Consultant is solely responsible for directing control over its employees and agents and the manner and means of performance of the Services.

b. *Applicable Law and Forum.* This Agreement will be governed and construed in accordance with the laws of the State of Texas without regard to the conflicts of laws principles thereof. Any action or suit related to this Agreement must be brought in the state or federal courts sitting in Cameron County, Texas.

c. *Notices.* All notices, demands, or requests from one party to another must be in writing and must be (i) personally delivered, (ii) sent by mail, certified or registered, postage prepaid, (iii) sent by facsimile transmission, or (iv) sent by overnight delivery, in any case to the address stated in this Section, or to such other address as the party may request in writing, and are deemed to have been given at the time of receipt or delivery:

If to Town: THE TOWN OF RANCHO VIEJO, TEXAS
3301 Carmen Avenue
Rancho Viejo, Texas 78575
Attn.: Town Administrator

If to Consultant: Ambiotec Civil Engineering Group
5420 Paredes Line Road
Brownsville Texas 78526
Attn: Vicente Mendez

d. *Waiver.* No waiver by Town of any breach by Consultant of any of the provisions of this Agreement shall be deemed a waiver of any preceding or succeeding breach of the same or any other provisions hereof. No such waiver shall be effective unless in writing and then only to the extent expressly set forth in writing.

e. *Entire Agreement.* This Agreement is entered into pursuant to a Request for Statement of Qualifications issued by the Town on May 11, 2014, and responded to by Consultant on June 11, 2014. All provisions of the Request for Statement of Qualifications and the Consultant's

Response are incorporated herein by reference. Otherwise, this Agreement, including Exhibits A and B, constitutes the entire agreement between Consultant and Town with respect to its subject matter.

f. *Modifications.* No modification of this Agreement shall be effective unless in writing and signed by both parties.

g. *Severability.* If any provision of this Agreement is invalid or unenforceable under any statute or rule of law, the provision is to that extent deemed omitted, and the remaining provisions shall not be affected in any way.

h. *Counterparts.* This Agreement may be executed in any number of counterparts, each of which will be deemed an original and all of which taken together will be deemed one document. A photocopy or facsimile reproduction of an original signature of a party on this Agreement binds that party to the terms, covenants and conditions of this Agreement.

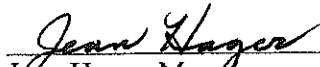
i. *No Personal Liability of Board.* The members of the Board of Aldermen of the Town of Rancho Viejo, whether singularly or collectively, are not personally liable on this Agreement or for any breach thereof.

j. *Time.* Time is of the essence in the performance of this Agreement.

k. *Attorneys' Fees.* In the event either party breaches any of the terms of this Agreement and the party not in default employs attorneys to protect or enforce its rights and prevails, then the defaulting party agrees to pay the non-defaulting party's reasonable attorney's fees and expenses.

IN WITNESS WHEREOF, and in acknowledgment that the parties hereto have read and understood each and every provision hereof, the parties have executed this Agreement on the date first set forth above.

TOWN:
THE TOWN OF RANCHO VIEJO, TEXAS

By: 

Jean Hager, Mayor

CONSULTANT:
AMBIOTEC CIVIL ENGINEERING GROUP

By: Vta Macf
Name: Vicente O Mendez
Title: Vice - President (Ambiatec Group)

APPENDIX 1 – LABOR AND MATERIAL RATES

The labor and material rates will be adjusted annually to reflect equitable changes in the compensation payable to Ambiotec.

Labor Rates:

<u>Staff Level</u>	<u>Hourly Labor Rate</u>
Principal-In-Charge	\$ 230/hr
Principal Engineer/Project Manager	\$ 150/hr
Senior Engineer	\$ 135/hr
Project Engineer	\$ 120/hr
Senior Designer	\$ 95/hr
Surveying Manager	\$ 125/hr
Survey Crew	\$ 150/hr
Survey Crew with GPS	\$ 225/hr
Drafting /Surveying Technician II	\$ 75/hr
Drafting /Surveying Technician I	\$ 65/hr
Construction Inspector	\$ 75/hr
Sr. Environmental Scientist	\$ 130/hr
Project Scientist III	\$ 120/hr
Project Scientist II	\$ 75/hr
Project Scientist I	\$ 60/hr
Administrative Support Staff	\$ 55/hr
Administrative Overhead	\$ 55/hr

Material Rates:

<u>Item</u>	<u>Unit Rate</u>
Blueprints / sheet	\$ 10.00
Mylar / sheet	\$ 12.00/sheet
Mileage	\$ 0.51/mile

**8. Consideration/Action on
Proposal by Ambiotec for
Engineering and Surveying Services
for Phase 1 Street Improvements at
Rancho Viejo, Texas**



AMBIOTEC
GROUP

5420 Paredes Line Rd.
Brownsville, Texas 78520
Ph: 956548-9333
Fax 956-548-9399
TBPE Firm No. F-4126
TBPLS Reg. No. 10005300

June 9, 2016
Revised July 12, 2016

Mr. Fred Blanco
City Manager,
Town of Rancho Viejo
3301 Carmen Avenue
Rancho Viejo, Texas 78575

Re: Task Order No. 1
Proposal for Engineering and Surveying Services
Rancho Viejo Street Improvements Phase 1

Dear Mr. Blanco:

This proposal is presented to provide engineering and surveying services for Phase 1 Street Improvements at the Rancho Viejo, Texas.

The scope of services, compensation and schedule for the proposed project is presented below.

SCOPE OF SERVICES

The proposed scope of Basic Services consists of two phases. Final Design and Bidding and Construction Services. The streets included in Phase 1 are as Ave. Cortez, Ave. De Leon, Ave. Escandon, Ave. Morelos, Ave. Tesoro, Balboa Ave., Santa Ana Ave., and Zapata Ave. A detailed description of each phase and the associated tasks is presented below.

Basic Services

Phase I: Final Design and Bidding

Task I.1 Surveying

The Engineer shall conduct field surveys to collect information required for the design, including the establishment of the necessary and appropriate level of horizontal and vertical control as needed during different phases of design. As part of this task, the Engineer shall notify and coordinate with existing utility providers.

Task I.1 Plans, Specifications and Construction Costs

The Engineer shall prepare detailed construction plans, specifications and contract documents for the construction authorized by RANCHO VIEJO. The Engineer shall also prepare estimates for probable construction cost of the authorized construction, and assist RANCHO VIEJO in obtaining applicable approvals. The Engineer shall present the final design to RANCHO VIEJO for review and comment, and incorporate RANCHO VIEJO's review comments before proceeding to the final design.

Task I.2 Bidding

The Engineer shall assist RANCHO VIEJO with all aspects related to bidding. The Engineer shall conduct a pre-bid conference, issue addendums as needed, and provide RANCHO VIEJO with copies of approved contract documents including notices to bidders and proposal forms. The Engineer shall assist RANCHO VIEJO in the advertisement of the project for bids, and in preparing and issuing the notice-of-award to the selected contractor.

The Engineer shall attend the bid opening; tabulate the bid proposals; analyze the responsiveness of the bidders; make recommendations for awarding the contract(s) for construction to the lowest responsible bidder; and coordinate approval of formal contract documents and the issuance of the Notice to Proceed with RANCHO VIEJO.

Phase III: Engineering Construction Phase

Task III.1 Pre-Construction

The Engineer shall assist RANCHO VIEJO in preparing and issuing the notice-of-award to the selected contractor, and in conducting the pre-construction meeting. The Engineer shall identify key responsible personnel who will be involved in the construction phase services and establish lines of communications. The Engineer shall review and approve contractor submittals; contact and

coordinate with appropriate utility companies in the project area that might be impacted by the proposed project facilities; clarify any issues/questions; conduct field site visits to ensure that there are no design issues which might require modifications to the plans; and make recommendations for changes as needed.

Task III.2 Construction Services and Inspection

The Engineer shall consult and advise RANCHO VIEJO during the construction; monitor the overall construction activities and provide periodic construction observation services (1 to 2 times a week); issue all instructions to the contractor requested by RANCHO VIEJO; assist with the preparation and issuance of change orders with RANCHO VIEJO's approval; review samples, catalog sales, schedules, shop drawings, laboratory, shop and mill tests of materials/equipment and other data which the contractor submits; review and approve for conformance with the design concept all shop drawings and other submittals as required by the contract documents to be furnished by the contractor; obtain and review monthly and final payments to contractors, and furnish any recommended payments to contractors or suppliers to RANCHO VIEJO; and assemble written guarantees that may be required by the contract documents.

In performing these services, the Engineer will endeavor to protect the Owner against defect and deficiencies in the work of the contractor, but cannot guarantee the performance of the contractor, nor be responsible for the actual supervision of construction operations or for the safety measures that the contractor takes or should take.

Task III.3 Surveying Services

The Engineer shall establish the primary horizontal and vertical control as shown on the plans as needed during different phases of construction.

Task III.4 Resident Inspection

- a. Conduct daily on-site observations of the material use and work in progress to assist the Design Engineer as a basis for determining that the Project is proceeding in accordance with the plans, specifications, and contract documents; advise the Design Engineer and Owner when Resident Inspector believes it is necessary to reject work and/or materials as failing to substantially conform to the plans, specifications, and contract documents.
- b. Verify that tests, including equipment and start-up, which are required by the specifications and contract documents, are conducted and that the Contractor maintains adequate records thereof; observe, record, and report to the Design Engineer appropriate details relative to the test procedures and start-ups.
- c. Maintain at the job site; orderly files for correspondence; reports of job conferences; shop drawings and other submissions; reproductions or original contract documents including addenda, change orders and

- additional drawings issued subsequent to the award of the contract; progress reports; and other project related documents.
- d. Keep a daily diary or log book showing: hours on the job; weather conditions; list of visiting officials; daily activities and equipment on site; decisions made relative to any proposed changes; observations in general and specific observations in more detail, as in the case of observing test procedures. Send copies to the Design Engineer.
 - e. Maintain a set of drawings on which authorized changes are noted and deliver to the Design Engineer at the completion of the project.
 - f. Furnish the Design Engineer & Owner weekly reports of the progress of the project and the Contractor's compliance with the approved construction schedule.
 - g. Furnish Design Engineer (and Owner if requested) copies of all inspections, tests, and other reports.
 - h. Report immediately to Design Engineer & Owner any accidents, environmental hazards, emergencies, etc., that may endanger work or property.

Task III.5 Project Close-Out

The Engineer shall develop a punch list and conduct, in the company of RANCHO VIEJO representatives, a final inspection of the project for compliance with contract documents, and submit recommendations concerning RANCHO VIEJO's final payment to the contractor. Engineer shall make recommendation for final payment to RANCHO VIEJO once all work has been completed according to plans and specifications.

The Engineer shall revise the contract drawings (unless redrawing is required) from as-built drawings submitted by the contractor to show the work as constructed; provide RANCHO VIEJO with one set of reproducible records (as-built) drawings and a set of prints. These drawings shall be based on the project inspector's construction data, and the construction records provided by the contractor during the construction of the facilities.

The compensation for these services is described in the Compensation Section below.

COMPENSATION

Ambiotec proposes to perform the project scope on a lump sum basis for the total amount of \$283,426. A breakdown of the proposed budget is presented below.

Design	\$69,600
Bidding Assistance	\$23,200
Design Surveying	\$58,000
Construction Management	\$46,400
Resident Inspection (20hrs/wk/180 day contract)*	\$51,426
Construction Stakeout / As Builts	\$34,800

*The resident inspection is for an average of 20 hrs/week. We will not exceed the allocated amount without obtaining approval from the Town of Rancho Viejo.

Our fee does not include services for design of storm drainage or any drainage related issues nor utility design for repairs, new lines or any other utility related issues.

Please note that for the fee for resident inspection is based on an average of 20 hrs week and also on the contractor finishing the work in the allocated contract time of 180 consecutive calendar days. Any overtime or additional run time past the allocated contract days will be considered additional services. Furthermore, the 180 days contract does not include any storm drainage or utility improvements. Adding any of these items whether on this contract or thru VMUD No. 1, would increase the construction time of the project.

Our proposal does not include geotechnical laboratory testing.

In the event that RANCHO VIEJO requires other additional engineering and surveying services not specifically included under Basic Services, either related to the referenced projects or for additional projects, Engineer will provide a proposal outlining the scope and budget for the requested work. The budget, scope and schedule of the additional services will be negotiated with RANCHO VIEJO prior to performing the additional services, and will be established either on a time and materials basis, or on a percentage of the estimated construction cost of the proposed project, as applicable.

Other Additional Services

Ambiotec is available to perform any additional engineering, construction inspection and surveying services RANCHO VIEJO may require. These services, unless specifically included under Basic Services, are considered additional to the project scope. The compensation for these services is described in the Compensation Section below.

SCHEDULE

The engineering design phase for all of the proposed facilities will be completed within one month of receiving authorization to proceed with the design phase. Bidding services, and advertising and selection of the contractor will be completed within three weeks of receiving authorization to proceed with the bidding phase. The construction phase for the project is 180 calendar days. The schedule estimates are only approximate as they can depend on factors that are beyond the Engineer's control.

This proposal , when accepted by Owner, shall constitute a Task Order to be performed under the terms and conditions of the Master Service Agreement between Owner and Engineer dated August 12, 2014. Except as provided herein, all terms and conditions of the Agreement shall continue in full force and effect.

RANCHO VIEJO
(Owner)

By: _____

Signature: _____

Title: _____

Date: _____

Ambiotec Civil Engineering Group, Inc.
(Engineer)

By: Vicente Mendez, P.E., R.P.L.S.

Signature: *Vicente Mendez* PE, RPLS

Title: Principal

Date: July 12, 2016

9. Public Comment

10. Adjourn