

Short Form Contract

**Form RD-TX 1942-19
(Rev. 01/2008)**

**ATTACHMENT I (TEXAS)
Page 1 of 3**

Attachment I to Form RD 1942-19, Agreement for Engineering Services, dated _____,
Between _____ (Owner) and _____ (Owner's Engineer).

**SCHEDULE OF MAXIMUM ALLOWABLE RATES AND CHARGES FOR
ADDITIONAL ENGINEERING SERVICES
AS REFERRED TO IN SECTIONS C AND D OF
THE AGREEMENT FOR ENGINEERING SERVICES
EFFECTIVE 01/2008**

NOTE: Lower hourly rates maybe used as negotiated between the Engineer and the Owner.

<u>PERSONNEL</u>	<u>RATE PER HOUR</u>
<u>Engineering</u>	
Principal	\$ _____ 130.00
Project Engineer	\$ _____ 105.00
Design Engineer	\$ _____ 95.00
Project Manager	\$ _____ 95.00
E.I.T. (Engineer in Training)	\$ _____ 75.00
Sr. Engineering Technician	\$ _____ 70.00
Engineering/Environmental Technician	\$ _____ 60.00
Environmental Scientist/Coordinator (**)	\$ _____ 70.00
CAD Technician	\$ _____ 55.00
Administrative Clerk	\$ _____ 50.00
Clerk	\$ _____ 40.00
Easement Acquisition Specialist (*)	\$ _____ 45.00
<u>Inspection</u>	
Resident Project Representative (*)	\$ _____ 50.00
<u>Surveying</u>	
Three-man Party	\$ _____ 115.00
Two-man Party	\$ _____ 90.00
GPS Party	\$ _____ 140.00
Registered Professional Land Surveyor (RPLS)	\$ _____ 95.00
Technician	\$ _____ 45.00

REIMBURSABLE EXPENSES (*)

1. Travel at \$ 0.485/mile plus time at above rates.
 2. Actual cost of subsistence and lodging.
 3. Actual cost of telephone calls, express charged, postage, etc.
 4. Actual cost of materials used in surveying, drafting, printing and reproduction.
 5. Actual cost times 1.05 for special tests and special consultants as referred to in Section D. This includes special surveys required for environmental report such as biological or archaeological surveys.
- (*) Unless approved in writing by the AGENCY and the OWNER, the above listed items will not apply to the Resident Inspector and the Easement Acquisition Specialist, except for on-site travel and telephone calls.
- (**) Includes any technical specialty associated with environmental compliance, such as; environmental scientist, geologist, hydrologist, biologist, or cultural resources specialist.

COMPENSATION FOR ENGINEERING SERVICES

The fees for services described in SECTION A of the Agreement for Engineering Services shall be based on a lump sum or a percentage of the actual construction cost. The term "OWNER", as used herein, shall refer to the entity applying for a Rural Utilities Service (RUS) loan and/or grant. The Rural Utilities Service, is an agency within the United States Department of Agriculture, Rural Development mission area, and is referred to in this Agreement as "AGENCY".

Form RD 1942-19, Section B – COMPENSATION FOR ENGINEERING SERVICES; Items #1, #2, and #3(a) are replaced with the following payment provisions:

1. The OWNER shall compensate the ENGINEER for preliminary engineering services, as described in Section A – ENGINEERING SERVICES, (Items 1, 2, & 3) shall include a Preliminary Engineering Report for \$_____ and an Environmental Report for \$_____. Compensation for preliminary engineering services shall be paid in full after the review and approval of the Preliminary Engineering Report and Environmental Report by the OWNER and the AGENCY.*

2. The OWNER shall compensate the ENGINEER for design and contract administration engineering services as described in Section A – ENGINEERING SERVICES (Items 4 through 22) either on a lump sum basis or a negotiated percentage of the actual construction cost. The actual construction cost on which compensation is determined shall be the total of all construction contracts excluding legal fees, administrative costs, engineering fees, land rights, acquisition costs, water costs, and interest expense incurred during the construction period. It will be set at _____%, estimated to be _____.

3. The compensation for engineering services, design and contract administration as described in Section A – ENGINEERING SERVICES shall be payable as follows:

() At 25% completion of drawings, specifications, cost estimate, and contract documents the ENGINEER shall be paid a sum not to exceed 15.0% of the total compensation payable under Item #2 above. Accordingly, the estimated compensation for this payment will be \$_____.

() At 50% completion of drawings, specifications, cost estimate, and contract documents the ENGINEER shall be paid an additional 15.0% for a sum not to exceed 30.0% of the total compensation payable under Item #2 above. Accordingly, the estimated compensation for this payment will be \$_____.

() At 75% completion of the drawings, specifications, and contract documents, the ENGINEER shall be paid an additional 15% for a sum not to exceed 45.0% of the total compensation payable under Item #2 above. Accordingly, the estimated compensation for this payment will be \$_____.

() At 100% completion of the drawings, specifications, and contract documents and acceptance of the same by the OWNER and USDA Rural Utilities Service, the ENGINEER shall be paid an additional 25% for a sum not to exceed 70% of the total compensation payable under Item #2 above. Accordingly, the estimated compensation for this payment will be \$_____.

*** It is understood by the OWNER and the ENGINEER that AGENCY provided loan/grant funds will not be provided for payment of Project costs until after loan closing and executed construction contracts have been approved.**

INVOICES FOR ENGINEERING SERVICES

1. Invoices for engineering services shall identify the service in accordance with the Agreement for Engineering Services. Services shall be identified on each invoice as follows:
 - a. Preliminary Engineering Services (Preliminary Engineering Report and Environmental Report). The cost of the Environmental Report shall include the cost of preparing the report, all maps/ attachments and initial contacts/consultations with regulatory authorities. Special studies or surveys unique to the proposal, such as cultural resource surveys, shall be listed separately and included as Additional Engineering Services.
 - b. Design and Contract Administration (basic services as described in Section A). If the chosen method of payment is "a percentage of the actual construction cost," fees for Design and Contract Administration should initially be based on the estimated construction cost. After the contracts are awarded, fees shall be adjusted to the awarded contract cost, including change orders.
 - c. Resident Inspection
 - d. Additional Engineering Services (Section D provides for prior written approval by the OWNER and the AGENCY). In accordance with the Agreement, additional engineering services require prior written authorization by the OWNER and written approval by the AGENCY. AGENCY approval of additional engineering services for all projects will require the review of the following:
 - Written authorization from the OWNER.
 - A complete description of the additional services authorized by the OWNER.
 - Cost of the additional services authorized by the OWNER.

For projects involving wastewater collection, a cost for detailed **topographic survey** for designing of gravity flow sewer collection lines may be allowed as an additional engineering service. The topographic survey for designing a water system within a congested city area may also be allowed.

2. Unless reviewed and approved by the AGENCY in advance, redesigns required to bring the construction cost within the funds allocated and budgeted shall be the responsibility of the ENGINEER without additional compensation paid by the OWNER.
3. Engineering services for a Project using AGENCY financing shall be performed under a single engineering services agreement and the ENGINEER shall not enter into side agreements with the OWNER without AGENCY approval.

Presiding Officer of Governing Body of OWNER	Date
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Owner's ENGINEER	Date
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APPROVED by AGENCY (RURAL UTILITIES SERVICE)

Name _____
 Title _____ Date _____