

RESOLUTION NO. 23-435

A RESOLUTION AUTHORIZING THE CITY OF PORT ARTHUR SECTION 4A ECONOMIC DEVELOPMENT CORPORATION TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH SCHAUMBURG & POLK, INC. FOR THE ENGINEERING SERVICES RELATED TO IMPROVEMENTS TO THE EXISTING LIFT STATION SERVING THE SPUR 93 BUSINESS PARK IN AN AMOUNT NOT TO EXCEED \$37,200.00; FUNDS AVAILABLE IN EDC ACCOUNT NO. 120-80-625-5479-00-00-000

WHEREAS, the existing lift station serving the City of Port Arthur Section 4A Economic Development Corporation's ("PAEDC") Spur 93 Business Park is in need of upgrades to continue to serve the current and future tenants of the Spur 93 Business Park; and

WHEREAS, at their Regular Board meeting of September 11, 2023, the PAEDC Board of Directors approved entering into a Professional Services Agreement with Schaumburg & Polk, LLC for the engineering services related to the improvements necessary for the existing lift station; and

WHEREAS, the cost for the engineering services including the design and the bid phases will not exceed \$37,200.00 as detailed in the Professional Services Agreement attached hereto as **Exhibit "A"**.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ARTHUR:

Section 1. That the facts and opinions in the preamble are true and correct.

Section 2. That the City Council approves the Port Arthur Economic Development Corporation entering into a Professional Services Agreement with Schaumburg & Polk, Inc. for

the engineering services related to the improvements of the existing lift station serving the Spur 93 Business Park for an amount not to exceed \$37,200.00.

Section 3. That a copy of the caption of this Resolution be spread upon the Minutes of the City Council.

READ, ADOPTED AND APPROVED on this 10th day of Oct. A.D., 2023.

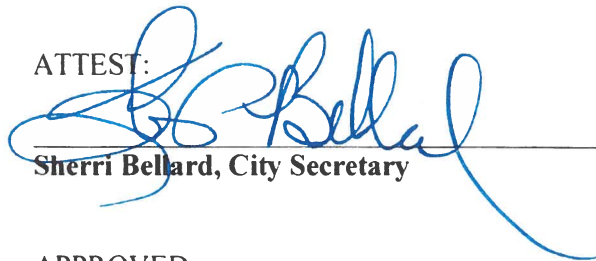
at a Meeting of the City Council of the City of Port Arthur, Texas, by the following vote:

AYES:

Mayor Bartie; Mayor Pro Tem Hamilton;
Councilmembers Lewis, Beckcom, Sweet
Kimlaw and Frank.

NOES: None.


Thurman Bartie, Mayor

ATTEST: 
Sherri Bellard, City Secretary

APPROVED:


Terry Stokes, PAEDC CEO

APPROVED AS TO FORM:



Charles E. Zech, PAEDC Attorney

APPROVED AS TO FORM:



Val Tizeno, City Attorney

APPROVED AS TO AVAILABILITY OF FUNDS:



Kandy Daniel, Finance Director

23341

Exhibit "A"

STATE OF TEXAS § PORT ARTHUR ECONOMIC DEVELOPMENT CORPORATION
 § AGREEMENT FOR PROFESSIONAL SERVICES
COUNTY OF JEFFERSON § BUSINESS PARK LIFT STATION – DESIGN & BID PHASE

This Agreement for Professional Services (“Agreement”) is made by and between the Port Arthur Economic Development Corporation, Port Arthur, Texas, located in Jefferson County, Texas (“Owner”), and **Schaumburg & Polk, Inc.** (“Professional”) (individually, each a “Party” and collectively, “Parties”), acting by and through the Parties’ authorized representatives.

Recitals:

WHEREAS, Owner desires to engage the services of Professional as an independent contractor and not as an employee in accordance with the terms and conditions set forth in this Agreement; and

WHEREAS, Professional desires to render professional services in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in exchange for the mutual covenants set forth herein and other valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the Parties agree as follows:

Article I
Employment of Professional

Professional will perform as an independent contractor for all services under this Agreement to the prevailing professional standards consistent with the level of care and skill ordinarily exercised by members of Professional’s profession, both public and private, currently practicing in the same locality under similar conditions including but not limited to the exercise of reasonable, informed judgments and prompt, timely action. If Professional is representing this it has special expertise in one or more areas to be utilized in the performance of this Agreement, then Professional agrees to perform those special expertise services to the appropriate local, regional and national professional standards.

Article II
Term

2.1 The term of this Agreement shall begin on the last date of execution hereof by all parties hereto (the “Effective Date”) and shall remain in effect for an estimated (12) months or until services are complete, including the time necessary to develop the project deliverables, subject to change upon request or mutual agreement(s).

2.2 Professional may terminate this Agreement by giving thirty (30) days prior written notice to Owner. In the event of such termination by Professional, Professional shall be entitled to compensation for services satisfactorily completed in accordance with this Agreement prior to the date of such termination.

2.3 Owner may terminate this Agreement by giving ten (10) days prior written notice to Professional. In the event of such termination by Owner, Professional shall be entitled to compensation for services satisfactorily completed in accordance with this Agreement prior to the date of such termination. Upon receipt of such notice from Owner, Professional shall immediately terminate working on, placing orders or entering into contracts for supplies, assistance, facilities or materials in connection with this Agreement and shall proceed to promptly cancel all existing contracts insofar as they are related to this Agreement.

2.4 Upon notice of termination by Professional or Owner, Professional shall immediately surrender all project documents produced by Professional and its subcontractors up to and including the date on which termination notice was given.

Article III **Scope of Services**

3.1 Professional shall perform the services specifically set forth in *Exhibit A*, attached hereto and incorporated herein by reference, entitled "Scope of Services." In case of conflict with the language of *Exhibit A* and the provisions of this Agreement, the provisions of this Agreement shall control. Any additional services require the prior approval of the Owner.

3.2 The Parties acknowledge and agree that any and all opinions provided by Professional represent the best judgment of Professional.

Article IV **Schedule of Work**

4.1 Professional agrees to commence services upon written direction from Owner and to complete the tasks set forth in *Exhibit A*, Scope of Services, in accordance with a work schedule established by Owner (the "Schedule"), which is attached hereto and incorporated as *Exhibit A*.

4.2 In the event Professional's performance of this Agreement is delayed or interfered with by acts of Owner or others, Professional may request an extension of time for the performance of same as hereinafter provided, and Owner shall determine whether to authorize any increase in fee or price, or to authorize damages or additional compensation as a consequence of such delays, within a reasonable time after receipt of Professional's request.

4.3 No allowance of any extension of time, for any cause whatsoever, shall be claimed or made by Professional, unless Professional shall have made written request upon Owner for such extension not later than five (5) business days after the occurrence of the cause serving as the basis for such extension request, and unless Owner and Professional have agreed in writing upon the allowance of such additional time.

Article V
Compensation and Method of Payment

5.1 Owner shall pay Professional for the services specifically as set forth in *Exhibit A* and in accordance with the Rate Schedule in an amount not to exceed **\$37,200.00** for said services.

5.2 Each month Professional shall submit to Owner an invoice supporting the amount for which payment is sought. Each invoice shall also state the percentage of work completed on the Project through the end of the then submitted billing period, the total of the current invoice amount, and a running total balance for the Project to date.

5.3 Within thirty (30) days of receipt of each such monthly invoice, Owner shall make monthly payments in the amount shown by Professional's approved monthly invoice and other documentation submitted.

5.4 Professional shall be solely responsible for the payment of all costs and expenses related to the services provided pursuant to this Agreement including, but not limited to, travel, copying and facsimile charges, reproduction charges, and telephone, internet, e-mail, and postage charges, except as set forth in *Exhibit A*.

5.5 Nothing contained in this Agreement shall require Owner to pay for any services that are unsatisfactory as determined by Owner or which is not performed in compliance with the terms of this Agreement, nor shall failure to withhold payment pursuant to the provisions of this section constitute a waiver of any right, at law or in equity, which Owner may have if Professional is in default, including the right to bring legal action for damages or for specific performance of this Agreement. Waiver of any default under this Agreement shall not be deemed a waiver of any subsequent default.

Article VI
Devotion of Time, Personnel, and Equipment

6.1 Professional shall devote such time as reasonably necessary for the satisfactory performance of the services under this Agreement. Owner reserves the right to revise or expand the scope of services after due approval by Owner as Owner may deem necessary, but in such event Owner shall pay Professional compensation for such services at mutually agreed upon charges or rates, a copy of the Rate Schedule is attached hereto as *Exhibit A*, and within the time schedule prescribed by Owner, and without decreasing the effectiveness of the performance of services required under this Agreement. In any event, when Professional is directed to revise or expand the scope of services under this Agreement, Professional shall provide Owner a written proposal for the entire costs involved in performing such additional services. Prior to Professional undertaking any revised or expanded services as directed by Owner under this Agreement, Owner must authorize in writing the nature and scope of the services and accept the method and amount of compensation and the time involved in all phases of the Project.

6.2 It is expressly understood and agreed to by Professional that any compensation not specified in this Agreement may require approval by the Owner and may be subject to current budget year limitations.

6.3 To the extent reasonably necessary for Professional to perform the services under this Agreement, Professional shall be authorized to engage the services of any agents, assistants, persons, or corporations that Professional may deem proper to aid or assist in the performance of the services under this Agreement. The cost of such personnel and assistance shall be borne exclusively by Professional.

6.4 Professional shall furnish the facilities, equipment, telephones, facsimile machines, email facilities, and personnel necessary to perform the services required under this Agreement unless otherwise provided herein.

Article VII **Relationship of Parties**

7.1 It is understood and agreed by and between the Parties that in satisfying the conditions and requirements of this Agreement, Professional is acting as an independent contractor, and Owner assumes no responsibility or liability to any third party in connection with the services provided by Professional under this Agreement. All services to be performed by Professional pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent, servant, representative, or employee of Owner. Professional shall supervise the performance of its services and shall be entitled to control the manner, means and methods by which Professional's services are to be performed, subject to the terms of this Agreement. As such, Owner shall not train Professional, require Professional to complete regular oral or written reports, require Professional to devote his full-time services to Owner, or dictate Professional's sequence of work or location at which Professional performs Professional's work, except as may be set forth in *Exhibit A*.

Article VIII **Insurance**

8.1 Before commencing work, Professional shall, at its own expense, procure, pay for and maintain during the term of this Agreement the following insurance written by companies approved by the state of Texas and acceptable to Owner. Professional shall furnish to the City Manager certificates of insurance executed by the insurer or its authorized agent stating coverages, limits, expiration dates and compliance with all applicable required provisions. Certificates shall reference the project/contract number and be addressed as follows:

Port Arthur Economic Development Corporation
501 Proctor Street, Suite 100
Port Arthur, Texas 77640

A. Commercial General Liability insurance, including, but not limited to Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Contractors and Contractual Liability, with minimum combined single limits of \$500,000 per occurrence, \$500,000 Products/Completed Operations Aggregate, and \$500,000 general aggregate. Coverage must be written on an occurrence form. The General Aggregate shall apply on a per project basis.

B. Workers' Compensation insurance with statutory limits; and Employers' Liability coverage with minimum limits for bodily injury: 1) by accident, \$100,000 each accident, and 2) by disease, \$100,000 per employee with a per policy aggregate of \$500,000.

C. Business Automobile Liability insurance covering owned, hired and non-owned vehicles, with a minimum combined bodily injury and property damage limit of \$500,000 per occurrence.

D. Professional Liability Insurance to provide coverage against any claim which the Professional and all professionals engaged or employed by the Professional become legally obligated to pay as damages arising out of the performance of professional services caused by error, omission or negligent act with minimum limits of \$1,000,000 per claim, \$1,000,000 annual aggregate

NOTE: If the insurance is written on a claims-made form, coverage shall be continuous (by renewal or extended reporting period) for not less than thirty-six (36) months following completion of this Agreement and acceptance by Owner.

8.2 With reference to the foregoing required insurance, Professional shall endorse applicable insurance policies as follows:

A. A waiver of subrogation in favor of Owner, its officials, employees, and officers shall be contained in the Workers' Compensation insurance policy.

B. The Owner, its officials, employees and officers shall be named as additional insureds on the Commercial General Liability policy, by using endorsement CG2026 or broader.

C. All insurance policies shall be endorsed to the effect that Owner will receive at least thirty (30) days notice prior to cancellation, non-renewal, termination, or material change of the policies.

8.3 All insurance shall be purchased from an insurance company that meets a financial rating of B+VI or better as assigned by A.M. Best Company or equivalent.

Article IX
Right to Inspect Records

9.1 Professional agrees that Owner shall have access to and the right to examine any directly pertinent books, documents, papers and records of Professional involving transactions relating to this Agreement. Professional agrees that Owner shall have access during normal working hours to all necessary Professional facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Owner shall give Professional reasonable advance notice of intended audits.

9.2 Professional further agrees to include in subcontract(s), if any, a provision that any subcontractor agrees that Owner shall have access to and the right to examine any directly pertinent books, documents, papers and records of such subcontractor involving transactions related to the subcontract, and further, that Owner shall have access during normal working hours to all such subcontractor facilities and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with the provisions of this section. Owner shall give any such subcontractor reasonable advance notice of intended audits.

Article X
Miscellaneous

10.1 Entire Agreement. This Agreement and any and all Exhibits attached hereto constitutes the sole and only agreement between the Parties and supersedes any prior or contemporaneous understandings, written agreements or oral agreements between the Parties with respect to the subject matter of this Agreement.

10.2 Authorization. Each Party represents that it has full capacity and authority to grant all rights and assume all obligations granted and assumed under this Agreement.

10.3 Assignment. Professional may not assign this Agreement in whole or in part without the prior written consent of Owner. In the event of an assignment by Professional to which the Owner has consented, the assignee shall agree in writing with the Owner to personally assume, perform, and be bound by all the covenants and obligations contained in this Agreement.

10.4 Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors and assigns.

10.5 Governing Law and Exclusive Venue. The laws of the State of Texas shall govern this Agreement, and exclusive venue for any legal action concerning this Agreement shall be in a District Court with appropriate jurisdiction in Jefferson County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

10.6 Amendments. This Agreement may be amended only by the mutual written agreement of the Parties.

10.7 Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision in this Agreement, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

10.8 Survival of Covenants and Terms. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination, including, but not limited to, Section 3.3, Article X, and, in particular, Sections 10.13 and 10.14.

10.9 Recitals. The recitals to this Agreement are incorporated herein.

10.10 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier or by confirmed telefax or facsimile to the address specified below, or to such other Party or address as either Party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If intended for Owner:

Port Arthur Economic Development Corporation
501 Proctor Street, Suite 100
Port Arthur, Texas 77640
Attn: Terry Stokes, CEO

If intended for Professional:

Schaumburg & Polk, Inc.
8865 College Street
Beaumont, Texas 77707
Attn: Jeffrey G. Beaver, P.E.

10.11 Counterparts. This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of, the Parties hereto.

10.12 Exhibits. The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

10.13 Professional's Liability. Acceptance of the Project Documents by Owner shall not constitute nor be deemed a release of the responsibility and liability of Professional, its employees, associates, agents or subcontractors for the accuracy and competency of their designs, working drawings, specifications or other documents and work; nor shall such acceptance be deemed an assumption of responsibility by Owner for any defect in the Project Documents or other documents and work prepared by Professional, its employees, associates, agents or sub-consultants.

10.14 Indemnification. PROFESSIONAL AGREES TO INDEMNIFY AND HOLD HARMLESS OWNER FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, REASONABLE ATTORNEY'S FEES AND COSTS OF INVESTIGATION) AND ACTIONS BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY TO THE EXTENT CAUSED BY PROFESSIONAL'S NEGLIGENT PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR BY REASON OF ANY ACT OR OMISSION ON THE PART OF PROFESSIONAL, ITS OFFICERS, DIRECTORS, SERVANTS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, SUBCONTRACTORS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO THE NEGLIGENCE OF THE OWNER). IF ANY ACTION OR PROCEEDING SHALL BE BROUGHT BY OR AGAINST OWNER IN CONNECTION WITH ANY SUCH LIABILITY OR CLAIM, THE PROFESSIONAL, ON NOTICE FROM OWNER, SHALL DEFEND SUCH ACTION OR PROCEEDINGS AT PROFESSIONAL'S EXPENSE, BY OR THROUGH ATTORNEYS REASONABLY SATISFACTORY TO OWNER. PROFESSIONAL'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY PROFESSIONAL UNDER THIS AGREEMENT. IF THIS AGREEMENT IS A CONTRACT FOR ENGINEERING OR ARCHITECTURAL SERVICES, THEN THIS SECTION IS LIMITED BY, AND TO BE READ AS BEING IN COMPLIANCE WITH, THE INDEMNITY SPECIFIED IN § 271.904 OF THE TEXAS LOCAL GOVERNMENT CODE, AS AMENDED. THIS SECTION SHALL SURVIVE TERMINATION OF THIS AGREEMENT

10.15 Conflicts of Interests. Professional represents that no official or employee of Owner has any direct or indirect pecuniary interest in this Agreement. Any misrepresentation by Professional under this section shall be grounds for termination of this Agreement and shall be grounds for recovery of any loss, cost, expense or damage incurred by Owner as a result of such misrepresentation.

10.16 Default. If at any time during the term of this Agreement, Professional shall fail to commence the services in accordance with the provisions of this Agreement or fail to diligently provide services in an efficient, timely and careful manner and in strict accordance with the provisions of this Agreement or fail to use an adequate number or quality of personnel to complete the services or fail to perform any of Professional's obligations under this Agreement, then Owner shall have the right, if Professional shall not cure any such default after thirty (30) days written notice thereof, to terminate this Agreement. Any such act by Owner shall not be deemed a waiver of any other right or remedy of Owner. If after exercising any such remedy due to Professional's nonperformance under this Agreement, the cost to Owner to complete the services to be performed under this Agreement is in excess of that part of the contract sum which as not theretofore been paid to Professional hereunder, Professional shall be liable for and shall reimburse Owner for such excess costs.

10.17 Confidential Information. Professional hereby acknowledges and agrees that its representatives may have access to or otherwise receive information during the furtherance of Professional's obligations in accordance with this Agreement, which is of a confidential, non-public or proprietary nature. Professional shall treat any such information received in full confidence and will not disclose or appropriate such Confidential Information for Professional's own use or the use of any third party at any time during or subsequent to this Agreement. As used herein, "Confidential Information" means all oral and written information concerning the Owner, its affiliates and subsidiaries, and all oral and written information concerning Owner or its activities, that is of a non-public, proprietary or confidential nature including, without limitation, information pertaining to customer lists, services, methods, processes and operating procedures, together with all analyses, compilations, studies or other documents, whether prepared by Professional or others, which contain or otherwise reflect such information. The term "Confidential Information" shall not include such information that is or becomes generally available to the public other than as a result of disclosure to Professional, or is required to be disclosed by a governmental authority under applicable law.

10.18 Remedies. No right or remedy granted or reserved to the Parties is exclusive of any other right or remedy herein by law or equity provided or permitted; but each right or remedy shall be cumulative of every other right or remedy given hereunder. No covenant or condition of this Agreement may be waived without written consent of the Parties. Forbearance or indulgence by either Party shall not constitute a waiver of any covenant or condition to be performed pursuant to this Agreement.

10.19 No Third Party Beneficiary. For purposes of this Agreement, including the intended operation and effect of this Agreement, the Parties specifically agree and contract that: (1) this Agreement only affects matters between the Parties to this Agreement, and is in no way intended by the Parties to benefit or otherwise affect any third person or entity notwithstanding the fact that such third person or entity may be in contractual relationship with Owner or Professional or both; and (2) the terms of this Agreement are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either Owner or Professional.

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EXECUTED this _____ day of _____, 2023.

OWNER:

PORT ARTHUR ECONOMIC DEVELOPMENT CORPORATION

By: _____
Terry Stokes, CEO

ATTEST:

Krystle Muller, Contract Compliance Manager

EXECUTED this _____ day of _____, 2023.

PROFESSIONAL:

Schaumburg & Polk, Inc.


By:  _____
Jeffrey G. Beaver, P.E., CEO

Exhibit A

Scope of Services / Schedule

This project will provide for improvements to the existing lift station serving the Port Arthur EDC Business Park. The City of Port Arthur will provide two new Gorman-Rupp T6 self-priming pumps to be installed at the lift station. Proposed improvements will include removing the existing pumps, piping, and ancillary equipment; installation of the two new Gorman-Rupp T6 self-priming pumps, and associated suction and discharge piping, fittings, and valves. Improvements will also include new electrical power and control equipment.

SCOPE OF SERVICES

1. Design Phase Services
 - A. Prepare final design criteria, preliminary drawings, and written description of the Project.
 - B. Prepare opinion of probable construction cost.
 - C. Furnish and review preliminary documents with the Owner.
 - D. Prepare final signed and sealed plans, specifications and contract documents for proposed improvements.

2. Bidding
 - A. Provide contract documents and assist Owner in bidding project.
 - B. Provide for distribution of plans and specifications through CivCast.
 - C. Conduct a pre-bid meeting with potential bidders.
 - D. Issue addenda as appropriate to interpret, clarify, or expand the Bidding Documents.
 - E. Attend bid opening, tabulate bids, and recommend award to Owner.

3. Construction Phase Services - NONE

RESPONSIBILITIES OF OWNER

1. The Owner is responsible for any and all fees required for any permits.
2. The Owner will provide assistance in obtaining right-of-entry from property owners, as needed.
3. The Owner will provide construction materials testing.
4. The Owner will conduct bid advertisements and bid opening.
5. This proposal excludes the services of a full-time resident project representative, although one can be provided on a time and materials basis at the Owner's request.

SCHEDULE

The following provides a proposed schedule for completion of the project.

Design: weeks 1 through 13 (3 months)
Bidding: weeks 14 through 21 (2 months)

BASIS OF PAYMENT

Compensation for the services described herein shall not exceed the Schedule of Values below without prior approval.

Scope	Authorization
Design Phase	\$30,200
Bidding Phase	\$ 7,000
Total:	\$37,200

APPENDIX 1



2023 SCHEDULE OF HOURLY RATES and EXPENSES

ADMINISTRATIVE ASSISTANT	\$75.00 /HOUR
SURVEY CREW	\$180.00 /HOUR
SURVEYOR I	\$60.00 /HOUR
SURVEYOR II	\$80.00 /HOUR
SURVEYOR III	\$100.00 /HOUR
SURVEYOR IV	\$120.00 /HOUR
SURVEYOR TECH	\$105.00 /HOUR
RPLS	\$170.00 /HOUR
CONSTRUCTION REPRESENTATIVE I	\$85.00 /HOUR
CONSTRUCTION REPRESENTATIVE II	\$110.00 /HOUR
CONSTRUCTION REPRESENTATIVE III	\$135.00 /HOUR
DESIGN TECHNICIAN I	\$90.00 /HOUR
DESIGN TECHNICIAN II	\$100.00 /HOUR
DESIGN TECHNICIAN III	\$120.00 /HOUR
DESIGN TECHNICIAN IV	\$145.00 /HOUR
ENGINEER I / II	\$115.00 /HOUR
ENGINEER III	\$135.00 /HOUR
ENGINEER IV	\$155.00 /HOUR
ENGINEER V	\$185.00 /HOUR
ENGINEER VI	\$220.00 /HOUR
ENGINEER VII	\$250.00 /HOUR
ENGINEER VIII	\$265.00 /HOUR
ENGINEER IX	\$280.00 /HOUR

REIMBURSIBLE EXPENSES		
Mileage		IRS Allowable Rate
Travel and Meals		Actual Cost x 1.10
Misc. Reimbursable Expenses		Actual Cost x 1.10

OUTSIDE CONSULTANT RATES		
Associate Engineer	Civil, Electrical, Environmental	up to \$225.00/HOUR
Subconsultants		Actual Cost x 1.10

Schaumburg & Polk, Inc. furnishes General Liability Insurance, Professional Liability Insurance and State of Texas mandatory limits of Worker's Compensation insurance.

Preparation for and furnishing expert witness testimony will be billed at three times the hourly rates shown above for the various classifications.

Rates Effective: January 1, 2023 (*adjusted annually*)