

- f. Determining the acceptability of substitute materials and equipment proposed after the Bidding and making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than “or-equal” items; and services after the award of the Construction Contract in evaluating and determining the acceptability of a substitution which is found to be inappropriate for the Project or an excessive number of substitutions.
- g. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.
- h. Providing Construction Phase services beyond the construction Contract Times, which is estimated at 180 days, or man-hours listed herein.
- i. Preparing to serve or serving as a consultant or witness for Client in any litigation, arbitration, or other dispute resolution process related to the Project. Preparation time for deposition and trial testimony or arbitration will be charged at hourly rate multiplied by 1.25. Actual time for deposition, trial testimony or arbitration including travel time will be charged at hourly rate multiplied by 2.0. Reimbursable expenses will be charged at actual cost multiplied by 1.15.
- j. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Client and not specifically provided in the Basic Services.
- k. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Client so as to make compensation commensurate with the extent of the Additional Services rendered.
- l. Additional or extended services made necessary by (1) emergencies or acts of God endangering the Work, (2) the presence at the Site of any Hazardous Materials and/or Environmental Conditions (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials), (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.
- m. Reviewing Shop Drawings more than two (2) times as a result of repeated inadequate submissions by Contractor. In such an event, the Engineer shall prepare a Change Order for the Client that will deduct the cost of these Additional Services from the Client’s contract with the Contractor.
- n. Geotechnical engineering and materials testing during construction. The Client should contract directly with a geotechnical engineer for geotechnical consulting services, if needed.
- o. Archeological and Historical Preservation consulting;
- p. Delineating wetlands or flood plain determinations.
- q. U.S. Army Corps of Engineering Permitting;
- r. Providing topographic surveys or construction surveys and/or staking to enable Contractor to perform its work not specifically detailed in the Basic Services; and, and any type of property or boundary surveys or easements or related engineering or surveying services needed for the transfer of interests in real property; and providing other special field surveys not specifically detailed in the Basic Services.
- s. Assistance with funding alternative including, but not limited to, loan/funding applications, grant writing, engineering reports, rates studies, etc. unless specifically included in the Basic Services;
- t. Environmental Surveys including, but not limited to, wetlands, endangered species, cultural resources, historic preservation resources or special sub-consultants for permits;
- u. Preparing for and participating in public meetings and/or public hearings unless specifically included in the Basic Services;
- v. Other services performed or furnished by Engineer not otherwise detailed or provided for in this Agreement.
- w. All building and permit fees and building inspection fees

Hourly Fee Schedule