STATE OF TEXAS	**§**	**PROFESSIONAL SERVICES AGREEMENT**
COUNTY OF HIDALGO	**§**	**BETWEEN THE CITY OF ALTON**
CITY OF ALTON	**§**	**AND _____**

THIS AGREEMENT made and entered into this _____day of 2015 by and between the City of Alton, a home-ruled municipal corporation in Texas, 509 S. Alton Boulevard, Alton, Hidalgo County, Texas 78573 (hereinafter called "CITY") and _____, (hereinafter called "CONSULTANT") for _____ services.

1**. DUTIES**

A. CONSULTANT agrees to exercise special skill to accomplish the following results in a manner reasonably satisfactory to CITY: CIVIL ENGINEERING SERVICES, as specified in Exhibit A: Scope of Services, which by this reference is incorporated herein.

B. CONSULTANT shall provide the personnel listed below to perform the above-specified services, which persons are hereby designated as key personnel under this Agreement.

Name	Firm	Function
		Principal in Charge
		Project Manager

C. No person named in paragraph B of this Section, or his or her successor, shall be removed or replaced by CONSULTANT, nor shall his or her agreed-upon function hereunder be changed, without the prior written consent of CITY. Such consent shall not be unreasonably withheld.

D. CONSULTANT'S PROGRESS REPORTS AND/OR MEETINGS

1) The CONSULTANT shall submit written progress reports with each invoice. The report should be sufficiently detailed for the Contract Manager to determine if the CONSULTANT is performing to expectations or is on schedule; to provide communication of interim findings; and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.

2) The CONSULTANT's Project Manager shall meet with the CITY's Contract Manager, as needed, to discuss progress on the contract.

2. COMPENSATION

In consideration for CONSULTANT accomplishing said result, CITY agrees to pay CONSULTANT as follows:

A. Total payment is not to exceed $ _____for time and materials at the rates and conditions set forth in Exhibit B: Fee Schedule, which by this reference is incorporated herein.

B. In no event, will the CONSULTANT be reimbursed for overhead costs at a rate that exceeds the overhead rate set forth in the Fee Schedule.

C. Reimbursable expenses will be billed by CONSULTANT and processed for payment upon approval of the Contract Manager.

D. Progress payments will be made no less than monthly in arrears based on satisfactory services provided and actual allowable incurred costs. A pro rata portion of the CONSULTANT's fixed fee, if applicable, will be included in the monthly progress payments. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in the Scope of Services, the CITY may delay payment and/or terminate this Agreement in accordance with the provisions of Section 4 of this Agreement.

E. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this Agreement.

F. CONSULTANT shall not exceed milestone cost estimates as shown in Exhibit B, except with the prior written approval of the Contract Manager.

G. The CONSULTANT will be reimbursed after receipt by the CITY's Contract Manager of itemized invoices. Invoices shall be submitted no later than 45 calendar days after the performance of work for which the CONSULTANT is billing. Invoices shall be mailed to the CITY's Contract Manager at the following address:

CITY OF ALTON, 509 S. Alton Boulevard, Alton, Texas, 78573

The invoices must include the following information:

1. Labor (staff name, hours charged, hourly billing rate, current charges and cumulative charges) performed during the billing period by task;

2. Itemized expenses incurred during the billing period;

3. Total invoice/payment requested;

4. Total amount previously paid under this Agreement;

5. Report of expenditures by CONSULTANT and subconsultants for each task and subtask or milestone and estimated percentage completion by such divisions of work;

6. Written progress reports, in a format to be mutually agreed upon, that is sufficiently detailed for the Contract Manager to determine if the CONSULTANT is performing to expectations and is on schedule; provides communication of interim findings; addresses any difficulties or

special problems encountered, so remedies can be developed; and other information as requested by CITY.

7. CONSULTANT's final invoice must be submitted within 60-calendar days after acceptance of the CONSULTANT's work by the Contract Manager.

H. **TERM**

This Agreement shall take effect on (DATE) contingent upon prior approval by the CITY governing board, and the CONSULTANT shall commence work after notification to proceed by the CITY'S Contract Manager. The Agreement shall end on (DATE), unless earlier terminated or extended by contract amendment. The CONSULTANT is advised that this Agreement is not binding and enforceable until it is fully executed and approved by the CITY's governing board.

I. **EARLY TERMINATION**

A. CITY may terminate this Agreement for its convenience any time, in whole or part, by giving CONSULTANT thirty-day (30-day) written notice thereof. Within thirty days of the CITY's receipt of CONSULTANT's final billing, CITY shall pay CONSULTANT its allowable costs incurred to date of termination and those allowable costs determined by CITY to be reasonably necessary to effect such termination. Thereafter, CONSULTANT shall have no further claims against CITY under this Agreement.

B. CITY may terminate this Agreement for CONSULTANT's default if a federal or state proceeding for the relief of debtors is undertaken by or against CONSULTANT, or CONSULTANT's principal, or if CONSULTANT or CONSULTANT's principal makes an assignment for the benefit of creditors, or if CONSULTANT breaches any term(s) or violates any provision(s) of this Agreement and does not cure such breach or violation within ten (10) days after written notice thereof by CITY. CONSULTANT shall be liable for any and all reasonable costs incurred by CITY as a result of such default, including but not limited to re-procurement costs of the same or similar services defaulted by CONSULTANT under this Agreement.

C. CONSULTANT may terminate this Agreement by giving the CITY at least one hundred and twenty (120) days advance written notice. CONSULTANT shall be liable for any and all reasonable costs incurred by CITY as a result of such default, including but not limited to re-procurement costs of the same or similar services defaulted or not provided by CONSULTANT under this Agreement.

5. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS

CONSULTANT shall indemnify and hold harmless the CITY (which for the purpose of this Agreement shall include, without limitation, its officers, agents, employees and volunteers) from and against:

A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which CITY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property which arise out of, pertain to, or relate to CONSULTANT'S negligence, or willful misconduct under the terms of this Agreement. Such indemnification includes any damage to the person(s), or property(ies) of CONSULTANT and third persons. Under no condition will the consultant be required to indemnify the City for the City's own negligence.

B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to CONSULTANT and CONSULTANT'S officers, employees, agents and assigns engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

6. <u>INSURANCE. CONSULTANT</u>, at its sole cost and expense, for the full term of this Agreement, and any extensions thereof, shall obtain and maintain at minimum compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects CITY and any insurance or self-insurance maintained by CITY shall be excess of CONSULTANT'S insurance coverage and shall not contribute to it.

If CONSULTANT utilizes one or more subconsultants in the performance of this Agreement, CONSULTANT shall obtain and maintain Independent CONSULTANT's Insurance as to each subconsultant or otherwise provide evidence of insurance coverage from each subconsultant equivalent to that required of CONSULTANT in this Agreement.

A. <u>Types of Insurance and Minimum Limits</u>

1) Workers' Compensation in the minimum statutorily required coverage amounts. This insurance coverage shall not be required if the CONSULTANT has no employees and certifies to this fact by initialing here _____.

2) Automobile Liability Insurance for each of CONSULTANT'S vehicles used in the performance of this Agreement, including owned, non-owned (e.g. owned by CONSULTANT'S employees), leased or hired vehicles, in the minimum amount of $1,000,000 combined single limit per occurrence for bodily injury and property damage. This insurance coverage shall not be required if vehicle use by the CONSULTANT is not a material part of performance of this Agreement and CONSULTANT and CITY both certify to this fact by initialing here ____/____.

3) Comprehensive or Commercial General Liability Insurance coverage in the minimum amount of one million dollars ($1,000,000) combined single limit (CSL), including coverage for: (a) bodily injury, (b) personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability.

4) Professional Liability Insurance in the minimum amount of one million dollars ($1,000,000) combined single limit, if, and only if, this Subparagraph is initialed by CONSULTANT and CITY _____/_____.

B. **Other Insurance Provisions**

1) If any insurance coverage required in this Agreement is provided on a "Claims Made" rather than "Occurrence" form, CONSULTANT agrees to maintain the required coverage for a period of three (3) years after the expiration of this Agreement (hereinafter "post agreement coverage") and any extensions thereof. CONSULTANT may maintain the required post agreement coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post agreement coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for post agreement coverage shall be deemed to be reasonable. The CITY will not be responsible for any premiums or assessments on the policy.

2) All required Automobile and Comprehensive or Commercial General Liability Insurance shall be endorsed to contain the following clause:

   "CITY, its officials, employees, agents and volunteers are added as an additional insured as respects the operations and activities of, or on behalf of, the named insured performed under Agreement with the CITY."

3) All required insurance policies shall be endorsed to contain the following clause:
   "This insurance shall not be canceled until after thirty (30) days prior written notice has been given to:

   City of Alton
   Attn: Jorge Arcaute, City Manager
   509 S. Alton Boulevard
   Alton, Texas 78573

4) CONSULTANT agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide CITY on or before the effective date of this Agreement with Certificates of Insurance for all required coverages. All Certificates of Insurance shall be delivered or sent to:

   City of Alton
   Attn: Jorge Arcaute, City Manager
   509 S. Alton Boulevard
   Alton, Texas 78573

5) The CONSULTANT agrees that the insurance herein provided for, shall be in effect at all times during the term of this contract. In the event said insurance coverage expires at any time or times during the term of this contract, the CONSULTANT agrees to provide at least thirty (30) days prior notice to said expiration date; and a new Certificate of Insurance evidencing insurance coverage as provided for herein, for not less than either the remainder of the term of the contract, or for a period of not less than one (1) year. New Certificates of Insurance are subject to the approval of the CITY. In the event the CONSULTANT fails to keep in effect at all times insurance coverage as herein provided, the CITY may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.

6) If any insurance policy of CONSULTANT required by this document includes language conditioning the insurer's legal obligation to defend or indemnify CITY on the performance of any act(s) by the named insured, then said insurance policy, by endorsement, shall also name the

CITY as a named insured. CONSULTANT shall provide a Certificate of Insurance reflecting the CITY as an additional insured. Notwithstanding the foregoing, both the CONSULTANT and its insurers agree that by naming the CITY as a named insured, the CITY may at its sole direction, but is not obligated to, perform any act required by the named insured under said insurance policies.

7) CONSULTANT shall do all things required to be performed by it pursuant to its insurance policies including but not limited to paying within five (5) work days, all deductibles and self-insured retentions (SIR) required to be paid under any insurance policy that may provide defense or indemnity coverage to CITY or any additional insured.

8) CONSULTANT shall cause the foregoing provisions to be inserted in all subcontracts for any work covered under this Agreement by a subconsultant compensated more than $50,000 and employing more than fifteen (15) employees, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

7. <u>FEDERAL, STATE AND LOCAL LAWS</u> CONSULTANT warrants that in the performance of this Agreement, it shall exercise usual and customary professional care in its efforts to comply with all applicable federal, state and local laws, statutes and ordinances and all lawful orders, rules and regulations promulgated thereunder. In the event of a conflict between the laws and lawful regulations of any government entities having jurisdiction over the project, the CONSULTANT shall notify CITY of the nature and impact of such conflict. The CITY agrees to cooperate and work with the CONSULTANT in an effort to resolve any conflict.

8. <u>EQUAL EMPLOYMENT OPPORTUNITY</u> During and in relation to the performance of this Agreement, CONSULTANT agrees to the following:

The CONSULTANT shall not discriminate or permit discrimination against any employee or applicant for employment in any manner prohibited by Federal, State and local laws, including but not limited to race, color, gender, religion, national origin, ancestry, physical or mental disability, medical condition, marital status, sexual orientation, age (over 18), veteran status, pregnancy, or any other non-merit factor unrelated to job duties.

Such action shall include, but not be limited to, the following: recruitment; advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, or/transfer. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this nondiscrimination clause.

CONSULTANT shall comply fully with all federal, State and local laws and regulations which prohibit discrimination. The CONSULTANT's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of Texas that the CONSULTANT has, unless exempt, complied with, the nondiscrimination program requirements of Government Code.

In the event of CONSULTANT'S non-compliance with the non-discrimination clauses of this Agreement or with any of the said rules, regulations or orders the CITY may cancel, terminate or suspend the Agreement in whole or in part. CONSULTANT may also be declared ineligible for further agreements with the CITY.

9. **HARASSMENT** The CITY maintains a strict policy prohibiting unlawful harassment, including sexual harassment, in any form, including verbal, physical and visual harassment by any employee, supervisor, manager, officer or Board member, or agent of the employer. Vendors, CONSULTANTs, and consultants shall not engage in conduct that has an effect of unreasonably interfering with a CITY employee's work performance or creates an intimidating, hostile or offensive work environment.

10. **LICENSES** If a license of any kind is required of CONSULTANT, its employees, agents, or sub CONSULTANTs by Federal or State law, CONSULTANT warrants that such license has been obtained, is valid and in good standing, that CONSULTANT shall keep it in effect at all times during the terms of this Agreement, and that any applicable bond has been posted in accordance with all applicable laws and regulations.

11. **INDEPENDENT CONSULTANT STATUS** CONSULTANT and CITY have reviewed and considered the principal test and secondary factors herein and agree that CONSULTANT is an independent CONSULTANT and not an employee of CITY. CONSULTANT is responsible for all insurance (workers compensation, unemployment, etc.) and all payroll related taxes. CONSULTANT is not entitled to any employee benefits. CITY agrees that CONSULTANT shall have the right to control the manner and means of accomplishing the result contracted for herein.

    PRINCIPAL TEST: The CONSULTANT rather than CITY has the right to control the manner and means of accomplishing the result contracted for.

    SECONDARY FACTORS: (a) The extent of control which, by agreement, CITY may exercise over the details of the work is slight rather than substantial; (b) CONSULTANT is engaged in a distinct occupation or business; (c) In the locality, the work to be done by CONSULTANT is usually done by a specialist without supervision, rather than under the direction of an employer; (d) The skill required in the particular occupation is substantial rather than slight; (e) The CONSULTANT rather than the CITY supplies the instrumentalities, tools and work place; (I) The length of time for which CONSULTANT is engaged is of limited duration rather than indefinite; (g) The method of payment of CONSULTANT is by the job rather than by the time; (h) The work is part of a special or permissive activity, program, or project, rather than part of the regular business of CITY; (i) CONSULTANT and CITY believe they are creating an independent CONSULTANT relationship rather than an employer-employee relationship; and (j) The CITY conducts public business.

    It is recognized that it is not necessary that all secondary factors support creation of an independent CONSULTANT relationship, but rather that overall there are significant secondary factors which indicate that CONSULTANT is an independent CONSULTANT.

    By their signatures to this Agreement, each of the undersigned certifies that it is his or her considered judgment that the CONSULTANT engaged under this Agreement is in fact an independent CONSULTANT.

12. **RETENTION AND AUDIT OF RECORDS** For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, Texas Code of Regulations, Chapter 21, Section 2500 et seq., if applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7: CONSULTANT, subconsultants, and the CITY shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of

the contract, including but not limited to, the costs of administering the Agreement. All parties shall make such materials available at their respective offices at all reasonable times during the Agreement period and for five (5) years from the date of final payment under this Agreement or until a final audit report is accepted by CITY, whichever occurs first. The CITY and any state or federal auditor, or any duly authorized representative of the state or federal government shall have access to any books, records, and documents of the CONSULTANT that are pertinent to the Agreement for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

Subcontracts in excess of $25,000 shall contain this provision.

13. INSPECTION OF WORK

The CONSULTANT and any subconsultant shall permit the CITY, the state, and federal agencies, if federal participating funds are used in this contract, to review and inspect the project activities and files at all reasonable times during the term of this Agreement including review and inspection on a daily basis.

14. ACKNOWLEDGMENT CONSULTANT shall acknowledge in all reports and literature that the material is prepared for and on behalf of the CITY.

15. WORK PRODUCTS All material, data, information, and written, graphic or other work produced under this Agreement is subject to the unqualified and unconditional right of the CITY to use, reproduce, publish, display, and make derivative use of all such work, or any part of it, free of charge and in any manner and for any purpose; and to authorize others to do so. If any of the work is subject to copyright, trademark, service mark, or patent, CONSULTANT now grants to the CITY a perpetual, royalty-free, nonexclusive and irrevocable license to use, reproduce, publish, use in the creation of derivative works, and display and perform the work, or any part of it, and to grant to any third party a comparable and coextensive sublicense.

CONSULTANT shall include in any subcontract with a third party for work under this Agreement terms that preserve the rights, interests, and obligations created by this Section, and that identify the CITY as a third-party beneficiary of those provisions.
The CONSULTANT shall not utilize the work produced under this Agreement for any profit-making venture, or sell or grant rights to a third party for that purpose.

A. Upon completion of all work under this contract, ownership and title to all custom letters, reports, documents, plans, specifications, and estimates and other products produced as part of this Agreement (herein "deliverables") will automatically be vested in the CITY; and no further agreement will be necessary to transfer ownership to the CITY. The CONSULTANT shall furnish the CITY all necessary copies of data needed to complete the review and approval process. Copies may be made for CONSULTANT's records but shall not be furnished to others without the CITY's prior written authorization. Such deliverables shall be deemed works made for hire and all rights in copyright therein shall be retained by CITY. All information derived from these deliverables is deemed confidential and may not be disclosed to any other party without the express prior written consent of CITY. No information obtained during audit work performed under this Agreement may be used by CONSULTANT for any purpose (internal or external), nor may the information be discussed with others without the prior written consent of CITY.

B. Any subcontract in excess of $25,000 entered into as a result of this contract, shall contain all of the provisions of this Section.

16. **SAFETY**

A. The CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. The CONSULTANT shall comply with safety instructions issued by the CITY Safety Officer and other CITY representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working in the City of Alton and ETJ.

B. Areas within the limits of the project are open to public and private traffic. The CONSULTANT shall comply with all of the requirements set forth in city, state and federal roads. The CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

C. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Section.

17. MODIFICATION OF AGREEMENT

A. This Agreement may be amended or modified only by mutual written agreement of the parties.

B. The CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by the CITY's Contract Manager.

C. There shall be no change in the CONSULTANT's Project Manager or members of the project team, as listed in the approved Fee Schedule, which is a part of this Agreement without prior written approval by the CITY's Contract Manager.

D. No oral understanding or agreement not incorporated herein shall be binding on the parties.

18. DISPUTES This Agreement shall be construed under the laws of the State of Texas. Pending final resolution of a dispute hereunder, CONSULTANT shall proceed diligently with the performance of this Agreement and shall comply with CITY's instructions.

A. Any dispute, other than audit, concerning a question of fact arising under this Agreement that is not disposed of by agreement shall be decided by a committee consisting of the CITY's Contract Manager and Executive Director, who shall consider written or verbal information submitted by the CONSULTANT.

B. Not later than 30 days after completion of all deliverables necessary to complete the plans, specifications and estimate, the CONSULTANT may request review by the CITY COMMISSION of unresolved claims or disputes, other than audit. The request for review must be submitted in writing.

C. Neither the pendency of a dispute, nor its consideration by the committee will excuse the CONSULTANT from full and timely performance in accordance with the terms of this contract.

D. Parties agree that any disputes resulting from this contract shall first be submitted to mediation prior to referral to binding Arbitration. The cost of such alternative dispute resolution shall be borne by the parties equally. Each party is responsible for their own attorney fees.

19. AUDIT REVIEW PROCEDURES

A. Any dispute concerning a question of fact arising under an interim or post-completion audit of this Agreement that is not disposed of by agreement, shall be reviewed by the CITY'S Contract Manager.

B. Not later than 30 days after issuance of the final audit report, the CONSULTANT may request a review by the CITY'S Executive Director of unresolved audit issues. The request for review will be submitted in writing.

C. Neither the pendency of a dispute nor its consideration by the CITY will excuse the CONSULTANT from full and timely performance, in accordance with the terms of this contract.

20. <u>SUBCONTRACTING</u>

A. The CONSULTANT shall perform the work contemplated with resources available within its own organization; and no portion of the work pertinent to this Agreement shall be subcontracted without prior written authorization by the CITY'S Contract Manager, except that, which is expressly identified in the approved Fee Schedule.

B. Any subcontract in excess of $25,000 entered into as a result of this contract, shall contain all the provisions required by this Agreement to be applicable to those subconsultants.

C. No substitution of subconsultants shall be valid until approved in writing by the CITY's Contract Manager.

21. <u>NONASSIGNMENT</u> The CONSULTANT shall not assign the Agreement without the prior written consent of the CITY.

22. <u>REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION</u> The CONSULTANT warrants that this Agreement was not obtained or secured through rebates, kickbacks or other unlawful consideration, either promised or paid to any CITY employee. For breach or violation of this warranty, CITY shall have the right in its discretion to terminate the Agreement without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

23. <u>NOTIFICATION</u> All notices hereunder and communications regarding interpretation of the terms of this Agreement and changes thereto, shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

CONSULTANT:

_____
(CONSULTANT)

_____, Project Manager
(NAME)

_____
(ADDRESS)

CITY:

City of Alton
Attn: Jorge Arcaute, City Manager
509 S. Alton Boulevard

Alton, Texas 78573

24. <u>COMPLETE AGREEMENT</u>

A. AGREEMENT: The two parties to this Agreement, who are the before named CONSULTANT and the before named CITY, hereby agree that this Agreement constitutes the entire Agreement which is made and concluded in duplicate between the two parties. Both of these parties for and in consideration of the payments to made, conditions mentioned, and work to be performed; each agree to diligently perform in accordance with the terms and conditions of this Agreement as evidenced by the signatures below.

B. CITY DESIGNEE: The Executive Director of CITY, or his or her designee, shall have the authority to act for and exercise any of the rights of COMMISSION as set forth in this Agreement subsequent to, and in accordance with the authorization granted by the CITY.

C. COMPLETE AGREEMENT, INCLUDING ATTACHMENTS. This Agreement includes all exhibits, attachments, and documents incorporated herein and made applicable by reference, constitutes the complete and exclusive statement of the terms and conditions of the Agreement between CITY and CONSULTANT, and supersedes all prior representations, understandings and communications. The invalidity in whole or in part of any term or condition of this Agreement shall not affect the validity of other terms or conditions. The CITY's waiver of CONSULTANT's performance of any term(s) or condition(s) of this Agreement shall not be construed as a waiver for any future performance of such term(s) or conditions(s).

D. Attachments are:
- Exhibit A: Scope of Services
- Exhibit B: Fee Schedule

Each of the undersigned represents and warrants that he or she is duly authorized to execute and deliver this Agreement and that such execution is binding upon the entity for which he or she is executing this document.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement No._____to be executed on the date first written above.

1. **CONSULTANT**

By: _____
SIGNED

_____
PRINTED

2. **CITY OF ALTON**

By: _____
SALVADOR VELA, MAYOR

_____
PRINTED

Company Name: _____

Address: _____

Telephone: _____

Fax: _____

Email: _____

3. APPROVED AS TO INSURANCE:

_____
Administrative Services Officer

4. APPROVED AS TO FORM:

_____
CITY ATTORNEY

DISTRIBUTION:

- City Manager
- Planning Director
- CONSULTANT