

RESOLUTION NO. 2210

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLEDAD
AUTHORIZING THE MODIFICATION OF AN AGREEMENT
WITH KENNEDY/JENKS CONSULTANTS, INC., FOR
PROFESSIONAL SERVICES

BE IT RESOLVED by the Council of the City of Soledad that the City Manager is hereby authorized and directed for and on behalf of the City Council, to modify the Professional Services contract with Kennedy/Jenks Consultants, Inc., dated April 27, 1992 for municipal water well design, into the form required by the United States Department of Agriculture Farmer's Home Administration, attached hereunto, marked Exhibit "A", and by reference made a part hereof, and execute.

PASSED AND ADOPTED by the City Council of the City of Soledad at a regular meeting duly held on the 23rd day of November 23, 1992, by the following vote.

- AYES, and in favor thereof, Councilmembers: John Holguin, Ben Jimenez, Jr., Richard Ortiz, Mayor Pro Tem Fabian Barrera, Mayor Fred Ledesma
- NOES, Councilmembers: None
- ABSENT, Councilmembers: None


MAYOR OF THE CITY OF SOLEDAD

ATTEST:


CITY CLERK OF THE CITY OF SOLEDAD

USDA FmHA
Form FmHA 1942 19
(Rev 10-15-80)

AGREEMENT FOR ENGINEERING SERVICES

This Agreement, made this 18th day of November, 19 92,
by and between City of Soledad, hereafter
referred to as the OWNER, and Kennedy/Jenks Consultants
hereinafter referred to as the ENGINEER

THE OWNER intends to construct a Water Well, Pump Station and Pipeline Facilities
including ancillary facilities

in Monterey County, State of California, which
may be paid for in part with financial assistance from the United States of America acting through the Farmers Home Admin
istration of the United States Department of Agriculture, hereinafter referred to as FmHA, pursuant to the consolidated
Farm and Rural Development Act, (7 U.S.C 1921 et seq) and for which the ENGINEER agrees to perform the various
professional engineering services for the design and construction of said system

WITNESSETH

That for and in consideration of the mutual covenants and promises between the parties hereto, it is hereby agreed

SECTION A ENGINEERING SERVICES

The ENGINEER shall furnish engineering services as follows

- 1 The ENGINEER will conduct preliminary investigations, prepare preliminary drawings, provide a preliminary itemized list of probable construction costs effective as of the date of the preliminary report, and submit a preliminary engineering report following FmHA instructions and guides
- 2 The ENGINEER will furnish 10 copies of the preliminary engineering report, and layout maps to the OWNER.
- 3 The ENGINEER will attend conferences with the OWNER, representatives of FmHA, or other interested parties as may be reasonably necessary
- 4 After the preliminary engineering report has been reviewed and approved by the OWNER and by FmHA and the OWNER directs the ENGINEER to proceed, the ENGINEER will perform the necessary design surveys, accomplish the detailed design of the project, prepare construction drawings, specifications and contract documents, and prepare a final cost estimate based on the final design for the entire system. It is also understood that if subsurface explorations (such as borings, soil tests, rock soundings and the like) are required, the ENGINEER will furnish coordination of said explorations without additional charge, but the costs incident to such explorations shall be paid for by the OWNER as set out in Section D hereof
- 5 The contract documents furnished by the ENGINEER under Section A-4 shall utilize FmHA-endorsed construction contract documents, including FmHA Supplemental General Conditions, Contract Change Orders, and partial payment estimates. All of these documents shall be subject to FmHA approval Copies of guide contract documents may be obtained from FmHA.
6. Prior to the advertisement for bids, the ENGINEER will provide for each construction contract, not to exceed 10 copies of detailed drawings, specifications, and contract documents for use by the OWNER appropriate Federal, State, and local agencies from whom approval of the project must be obtained The cost of such drawings, specifications, and contract documents shall be included in the basic compensation paid to the ENGINEER.
- 7 The ENGINEER will furnish additional copies of the drawings, specifications and contract documents as required by prospective bidders, material suppliers, and other interested parties, but may charge them for the reasonable cost of such copies. Upon award of each contract, the ENGINEER will furnish to the OWNER five sets of the drawings, specifications and contract documents for execution. The cost of these sets shall be included in the basic compensation paid to the ENGINEER. Original documents documents, survey notes, tracings, and the like, except those furnished to the ENGINEER by the OWNER, are and shall remain the property of the ENGINEER.
- 8 The drawings prepared by the ENGINEER under the provisions of Section A-4 above shall be in sufficient detail to permit the actual location of the proposed improvements on the ground The ENGINEER shall prepare and furnish to the OWNER without any additional compensation, three copies of a map(s) showing the general location of needed construction easements and permanent easements and the land to be acquired Property surveys, property plats, property descriptions, abstracting and negotiations for land rights shall be accomplished by the OWNER, unless the OWNER requests, and the ENGINEER agrees to provide those services. In the event the ENGINEER is requested to provide such services, the ENGINEER shall be additionally compensated as set out in Section D hereof

(Section A continued)

- 9 The ENGINEER will attend the bid opening and tabulate the bid proposals, make an analysis of the bids, and make recommendations for awarding contracts for construction.
- 10 The ENGINEER will review and approve, for conformance with the design concept, any necessary shop and working drawings furnished by contractors.
- 11 The ENGINEER will interpret the intent of the drawings and specifications to protect the OWNER against defects and deficiencies in construction on the part of the contractors. The ENGINEER will not, however, guarantee the performance by any contractor
- 12 The ENGINEER will establish baselines for locating the work together with a suitable number of bench marks adjacent to the work as shown in the contract documents.
- 13 The ENGINEER will provide general engineering review of the work of the contractors as construction progresses to ascertain that the contractor is conforming with the design concept
- 14 Unless notified by the OWNER in writing that the OWNER will provide for resident inspection, the ENGINEER will provide resident construction inspection. The ENGINEER'S undertaking hereunder shall not relieve the contractor of contractor's obligation to perform the work in conformity with the drawings and specifications and in a workmanlike manner, shall not make the ENGINEER an insurer of the contractor's performance, and shall not impose upon the ENGINEER any obligation to see that the work is performed in a safe manner
- 15 The ENGINEER will cooperate and work closely with FmHA representatives.
- 16 The ENGINEER will review the contractor's applications for progress and final payment and, when approved, submit same to the OWNER for payment.
- 17 The ENGINEER will prepare necessary contract change orders for approval of the OWNER, FmHA, and others on a timely basis.
- 18 The ENGINEER will make a final review prior to the issuance of the statement of substantial completion of all construction and submit a written report to the OWNER and FmHA. Prior to submitting the final pay estimate, the ENGINEER shall submit a statement of completion to and obtain the written acceptance of the facility from the OWNER and FmHA.
- 19 The ENGINEER will provide the OWNER with one set of reproducible record (as-built) drawings, and two sets of prints at no additional cost to the OWNER. Such drawings will be based upon construction records provided by the contractor during construction and reviewed by the resident inspector and from the resident inspector's construction data.
- 20 If State statutes require notices and advertisements of final payment, the ENGINEER shall assist in their preparation
- 21 The ENGINEER will be available to furnish engineering services and consultations necessary to correct unforeseen project operation difficulties for a period of one year after the date of statement of substantial completion of the facility. This service will include instruction of the OWNER in initial project operation and maintenance but will not include supervision of normal operation of the system. Such consultation and advice shall be furnished without additional charge except for travel and subsistence costs. The ENGINEER will assist the OWNER in performing a review of the project during the 11th month after the date of the certificate of substantial completion.
- 22 The ENGINEER further agrees to obtain and maintain, at the ENGINEER'S expense, such insurance as will protect the ENGINEER from claims under the Workman's Compensation Act and such comprehensive general liability insurance as will protect the OWNER and the ENGINEER from all claims for bodily injury, death, or property damage which may arise from the performance by the ENGINEER or by the ENGINEER'S employees of the ENGINEER'S functions and services required under this Agreement.
- 23 The services called for in the Section A 1 and A 2 of this Agreement shall be completed and the report submitted within 30 calendar days from the date of authorization to proceed. After acceptance by the OWNER and FmHA of the Preliminary Engineering Report and upon written authorization from the OWNER, the ENGINEER will complete final plans, specifications and contract documents and submit for approval of the OWNER, FmHA and all State regulatory agencies within 60 calendar days from the date of authorization unless otherwise agreed to by both parties.

If the above is not accomplished within the time period specified, this Agreement may be terminated by the OWNER. The time for completion will be extended by the OWNER for a reasonable time if completion is delayed due to unforeseeable causes beyond the control and without the fault or negligence of the ENGINEER.

- 24 The ENGINEER shall provide the following services during bidding: delivery of contract drawings and specifications to up to 10 plan rooms or builder exchanges, preparation of and maintenance of the List of Planholders, receiving and responding to planholder inquiries during the bidding period, preparation of up to two (2) addenda, as required, and conducting a pre-bid conference at the project site. The bid period shall not exceed 30 days. Addenda will be issued by regular first-class mail.

SECTION B COMPENSATION FOR ENGINEERING SERVICES

1 The OWNER shall compensate the ENGINEER for preliminary engineering services in the sum of _____ Dollars (\$ _____) after the review and approval of the preliminary engineering report by the OWNER and FmHA.

2. The OWNER shall compensate the ENGINEER for design and contract administration engineering services in the amount of (Select (a) or (b))

- (a) _____ Dollars (\$ _____) or
(b) As shown in Attachment 1

When Attachment 1 is used to establish compensation for the design and contract administration services, the actual construction costs on which compensation is determined shall exclude legal fees, administrative costs, engineering fees, land rights, acquisition costs, water costs, and interest expense incurred during the construction period.

REPLACED BY PAGES 3Aa AND 3B

3 The compensation for preliminary engineering services, design and contract administration services shall be payable as follows

- (a) A sum which equals seventy percent (70%) of the total compensation payable under Section B 1 and 2, after completion and submission of the construction drawings, specifications, cost estimates, and contract documents, and the acceptance of the same by OWNER and FmHA.
(b) A sum which, together with the compensation provided in Section B-3-(a) above equals eighty percent (80%) of the compensation payable immediately after the construction contracts are awarded
(c) A sum equal to fifteen percent (15%) of the compensation will be paid on a monthly basis for general engineering review of the contractor's work during the construction period on percentage ratios identical to those approved by the ENGINEER as a basis upon which to make partial payments to the contractor(s) However, payment under this paragraph and of such additional sums as are due the ENGINEER by reason of any necessary adjustments in the payment computations will be in an amount so that the aggregate of all sums paid to the ENGINEER will equal ninety-five (95%) of the compensation A final payment to equal 100 percent shall be made when it is determined that all services required by this Agreement have been completed except for the services set forth in Section A-21 hereof

SECTION C COMPENSATION FOR RESIDENT INSPECTION AS SET FORTH IN SECTION A 14

When the ENGINEER provides resident inspection, the ENGINEER will, prior to the preconstruction conference, submit a resume of the resident inspector's qualifications, anticipated duties and responsibilities for approval by the OWNER and FmHA. The OWNER agrees to pay the ENGINEER for such services in accordance with the schedule set out in Attachment 1 The ENGINEER will render to OWNER for such services an itemized bill, once each month, for compensation for such services performed hereunder during such period, the same to be due and payable by the OWNER to the ENGINEER on or before the 10th day of the following period Under normal construction circumstances, and for the proposed construction period of _____ days, the cost of resident inspection is estimated to be \$ _____

SECTION D ADDITIONAL ENGINEERING SERVICES

In addition to the foregoing being performed, the following services may be provided UPON PRIOR WRITTEN AUTHORIZATION OF THE OWNER and written approval of FmHA

- 1 Site surveys for water treatment plants, sewage treatment works, dams, reservoirs, and other similar special surveys as may be required
2 Laboratory tests, well tests borings specialized geological soils, hydraulic or other studies recommended by the ENGINEER.
3 Property surveys, detailed description of sites, maps, drawings or estimates related thereto assistance in negotiating for land and easement rights.
4 Necessary data and filing maps for water rights, water adjudication, and litigation

SECTION B - COMPENSATION FOR ENGINEERING SERVICES

- 1) The OWNER shall compensate the ENGINEER for preliminary engineering services for Section A, Items 1, 2 and 3 in the sum of twenty-five thousand dollars (\$25,000) after the review and approval of the preliminary engineering report by the OWNER and FmHA
- 2) The OWNER shall compensate the ENGINEER for design engineering services for Section A, Items 4, 5, 6, 7, 8, 9, 12, 21, 22, 23, and 24 in the amount of one-hundred and twenty thousand dollars (\$120,000). This budget amount is based on the production of one bid package only

This amount includes the sum of \$20,000 for the design surveys cited in Section A-4 and the baseline and benchmark survey work cited in Section A-12

This amount includes the sum of \$10,000 for the services during bidding cited in Section A-9 and A-24

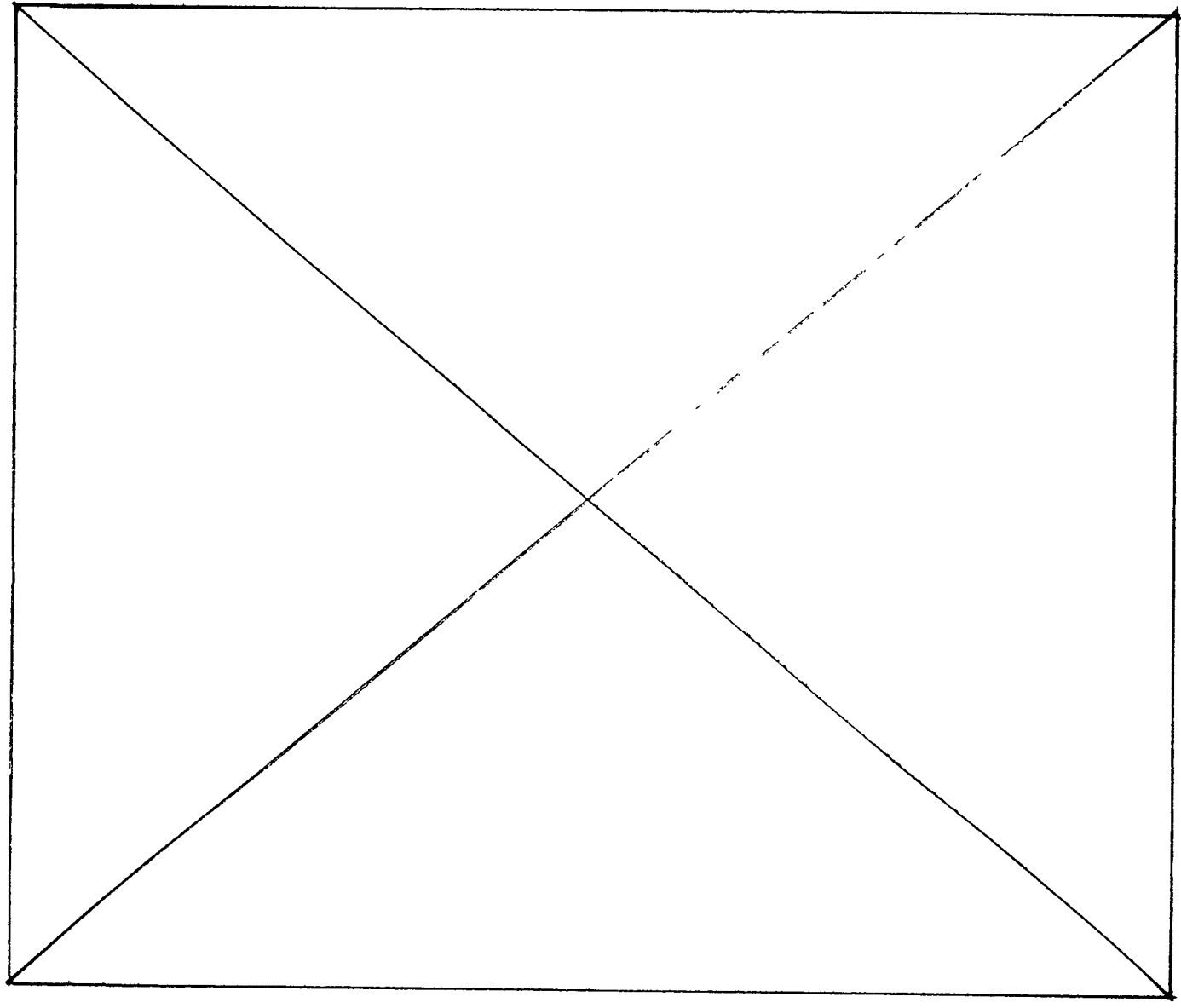
- 3) The compensation for preliminary engineering services and design engineering services shall be payable as follows
 - (a) Compensation for preliminary engineering services provided under Section B, Item 1 shall be one hundred percent (100%) after completion of Section A, Items 1, 2 and 3 and review and approval of the preliminary engineering report therein by the OWNER and FmHA. Should FmHA not approve the project funds, payment for Section B, Item 1 shall be due one month after completion of the report
 - (b) Compensation for design engineering services provided under Section B, Item 2 shall be a total lump sum of \$120,000. Payments shall be made monthly, after authorization to proceed, based upon percent completion. The OWNER shall retain five percent (5%) of the amount of payment, and the accumulation of the retained amounts will be paid to the ENGINEER upon final acceptance of the project by the OWNER. The lump sum may be subject to renegotiation should the scope of work change. The change in scope and subsequent renegotiation would be subject to prior approval by FmHA

SECTION C - COMPENSATION FOR SERVICES DURING CONSTRUCTION

Services during construction are set forth in Section A, Items 10, 11, 13, 14, 15, 16, 17, 18, 19 and 20. When the ENGINEER provides resident inspection as set forth in Section A, Item 14, the ENGINEER will, prior to the preconstruction conference, submit a resume of the resident inspector's qualifications, anticipated duties and responsibilities for approval

by the OWNER and FmHA. The OWNER agrees to pay the ENGINEER for services during construction in accordance with the schedule set out in Attachment 1. The ENGINEER will render to the OWNER an itemized bill, once each month, for compensation for services during construction, the same to be due and payable by the OWNER to the ENGINEER on or before the 10th day of the following period. Under normal construction circumstances, and for the estimated construction period of 150 calendar days, the cost of such payment is estimated not to exceed \$120,000.

The estimate of services during construction includes part-time resident inspection consisting of 75 days of resident inspection, the review and processing of up to 31 shop drawings or contractor submittals, concrete compressive strength testing, compaction testing, general performance and water quality tests, and general contract administration (progress pay estimates, contract change orders, clarifications, etc.)



(Section D continued)

- 5 Redesigns ordered by the OWNER after final plans have been accepted by the OWNER and FmHA, ~~except redesigns to reduce the project cost to within the funds available~~
 - 6 Appearances before courts or boards on matters of litigation or hearings related to the project
 - 7 Preparation of environment impact assessments or environmental impact statements.
 - 8 Performance of detailed staking necessary for construction of the project in excess of the control staking set forth in Section A 12.
 - 9 The ENGINEER further agrees to provide the operation and maintenance manual for facilities when required for \$ 10,000
- Payment for the services specified in this Section D shall be as agreed in writing between the OWNER and approved by FmHA prior to commencement of the work. Barring unforeseen circumstances, such payment is estimated not to exceed \$ 30,000. The ENGINEER will render to OWNER for such services an itemized bill, separate from any other billing, once each month, for compensation for services performed hereunder during such period, the same to be due and payable by OWNER to the ENGINEER on or before the 10th day of the following period
- 10 Preparation of a Negative Declaration for \$5,000
 - 11 Assist with development of rate structure for the City of Soledad for \$5,000

SECTION E INTEREST ON UNPAID SUMS

If OWNER fails to make any payment due ENGINEER within 60 days for services and expenses and funds are available for the project then the ENGINEER shall be entitled to interest at the rate of 12 percent per annum from said 60th day, not to exceed an annual rate of 12 percent

SECTION F SPECIAL PROVISIONS

Refer to pages 4a, 4b and 4c

1. Ownership of Documents

Original drawings, Specifications, and other work products of the ENGINEER for this project will remain the property of the ENGINEER. Reuse of any of these Drawings, Specifications, or other work products of the ENGINEER by the OWNER for other than the specific project covered in this Agreement, or modification and use by the OWNER of any documents connected with this Agreement, without the written permission of the ENGINEER shall be at the OWNER's risk and the OWNER agrees to defend, indemnify, and hold harmless the ENGINEER from all claims, damages and expenses including attorneys' fees arising out of such unauthorized reuse of the ENGINEER's work product by the OWNER or by others acting through the OWNER. The ENGINEER shall be entitled to a reproducible copy of all material furnished to the OWNER, the costs of which shall be compensated for under this Agreement.

2. Assignment of Contract

The ENGINEER shall not assign this Contract or any portion of the work without prior written approval of the OWNER.

3. Indemnification

The ENGINEER agrees to indemnify the OWNER, its officers, employees, and agents against, and will hold and save them harmless from, any and all claims, damages, losses, or liabilities arising out of the negligent acts, errors, or omissions of the ENGINEER in the performance of this Agreement, but only for that portion of such claims, costs, suits or damages which reflect the percentage of negligence of the ENGINEER compared to the total negligence of all persons, firms or corporations which results in said damage to the OWNER.

4. Litigation

This Agreement does not require the ENGINEER to prepare for or appear in litigation on behalf of the OWNER, or as agent of the OWNER, other than hereinbefore specified, except in consideration of additional reasonable compensation.

5. Termination of Work

The OWNER, by notifying ENGINEER in writing, may terminate any or all of the work covered by this Agreement. In the event of such termination, the ENGINEER shall have the right to expend additional time to assemble work in progress for the purpose of proper filing and closing the job. Such additional time shall not exceed five percent (5%) of the total time expended to the date of notice of termination. All charges thus incurred, together with associated expenses reasonably incurred by ENGINEER and charges for any other commitments outstanding at the time

of termination (such as for termination of subconsultants, rental agreements, orders for printing, etc), shall be payable by OWNER within thirty (30) days following submission of a final statement by ENGINEER. However, in the event that termination of said Agreement with ENGINEER occurs at the completion of a specific phase of the design, the aforesaid provision for the proper filing and closing may not apply

6 Professional Services

The ENGINEER is employed herein to render a professional service only and any payments made to it are compensation solely for such services as it may render and recommendations it may make in the performance of services for the project. The ENGINEER makes no warranty, either express or implied, as to its findings, recommendations, specifications or professional advice other than that they were promulgated after following a practice usual to the Engineering Profession. The ENGINEER cannot and does not assure that a bid will be received at or below the ENGINEER's estimate, as prices bid are subject to many variables beyond the awareness or control of the ENGINEER. It is understood that any inspection provided by the ENGINEER is for the purposes of determining compliance with the technical provisions of the project Specifications and is in no way an assumption on the part of the OWNER or the ENGINEER for responsibility for methods or appliances used by the Contractor, sufficiency of design or installation of scaffolding, sheeting, or shoring, for safety of the job, nor for compliance by the Contractor with laws and regulations. Acceptance of Contractor's designs of sheeting and shoring by the ENGINEER on behalf of OWNER will not include review or approval of designs.

The ENGINEER shall review and take appropriate action on shop drawings, product data, samples, and other submittals required by the Contract Documents. Such review shall be only for conformance with the design concept and general compliance with the information given in the Contract Documents. It shall not include review of quantities, dimensions, weights or gauges, fabrication processes, construction methods, coordination with the work of other trades, or construction safety precautions, all of which are the sole responsibility of the Contractor. The ENGINEER's review shall be conducted with the reasonable promptness consistent with sound professional practice. Review of a specific item shall not indicate acceptance of an assembly of which the item is a component. The ENGINEER shall not be required to review and shall not be responsible for any deviations from the Contract Documents not clearly noted by the Contractor, nor shall the ENGINEER be required to review partial submissions or those for which submissions for correlated items have not been received.

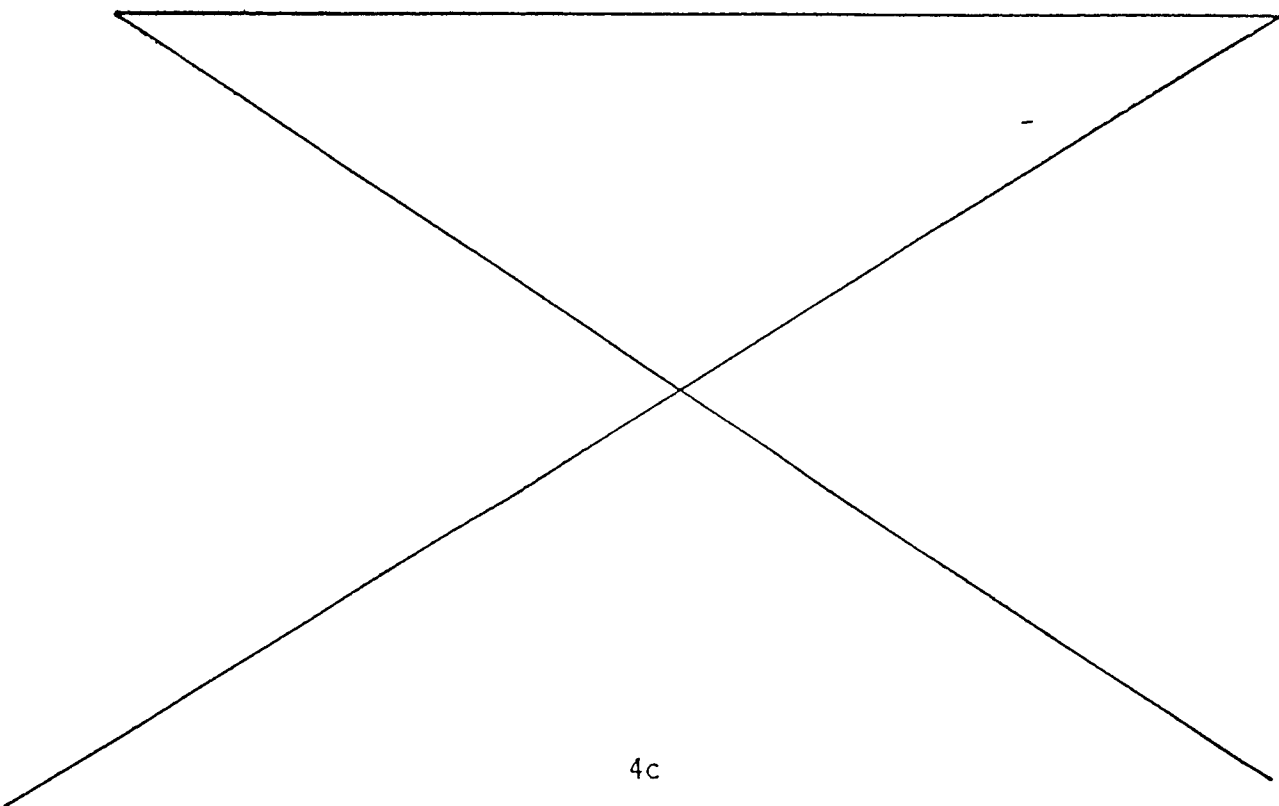
7. Claims and Damages

The OWNER recognizes the inherent risks connected with construction. For its part, the ENGINEER will perform in accordance with generally accepted standards of the profession

8 Services by Client

It is agreed that the OWNER shall provide legal services required for the prosecution of the work, including review of contract documents, public advertising, and contract letting. The OWNER will obtain all required design reviews, permits, lands, rights-of-way, access rights, and utility services and pay associated fees

It is understood and agreed that the OWNER shall, to the extent reasonable and practicable, assist and cooperate with the ENGINEER in the performance of the ENGINEER's services hereunder. Such assistance and cooperation shall include, but not necessarily be limited to, providing right of access to work sites, providing material available from the OWNER's files such as maps, As-Built drawings, records, and operation and maintenance information; serving all notices, holding all hearings, and fulfilling legal and financial requirements in connection therewith, including payment of required fees, acquisition of such property interests as are necessary for the accomplishment of the project, and rendering assistance in determining the location of existing facilities and improvements which may be affected by the project.



IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in duplicate on the respective dates indicated below

(SEAL)

OWNER:

By

Fred Ledesma

Type Name

Fred Ledesma

Title

Mayor

Date

November 24, 1992

ATTEST

Blair King

Blair King

Type Name

Blair King

Title

City Manager

(SEAL)

ENGINEER

By

Edward L. Marlow

Type Name

Edward L. Marlow

Title

Vice President

Date

18 November 1992

ATTEST

Type Name

Title

APPROVED

FARMERS HOME ADMINISTRATION

By

Type Name

Title

Date

services set forth in Section A 1 through A 3, inclusive, of said Agreement in consideration of the sum stated in Section B 1 of said Agreement be paid in the manner set forth therein

It is anticipated that the OWNER shall promptly become a legal entity with full authority to accept and execute said Agreement for Engineering Services and that the OWNER, after becoming so qualified, shall promptly take such action necessary to adopt, ratify, execute, and become bound by the Agreement for Engineering Services. The ENGINEER agrees that upon such due execution of the Agreement for Engineering Services by the OWNER, the INTERIM PARTIES automatically will be relieved of any responsibility or of liability assumed by their execution of this Interim Agreement, and that the ENGINEER will hold the OWNER solely responsible for performance of the terms and conditions imposed upon the OWNER by the Agreement for Engineering Services, including the payment of all sums specified in Section B 1 of said Agreement

If the OWNER is not legally organized, or if after being duly organized it fails or refuses to adopt, ratify, and execute the Agreement for Engineering Services within 30 days from the date it becomes legally organized and qualified to do so, or if for any other reason the project fails to proceed beyond the preliminary stage described in Section A 1 through A 3 inclusive, of said Agreement, the INTERIM PARTIES agree to pay ENGINEER for such preliminary engineering services, an amount not to exceed the sum specified therefor in Section B-1 of said Agreement

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in duplicate this _____ day of _____ 19 ____

OWNER

ENGINEER

Drafter/Technician	\$ 52
Designer/Senior Technician	65
Engineer Scientist Grade 3	65
Engineer Scientist Grade 2	83
Engineer Scientist Grade 1	95
Senior Engineer Scientist	110
Supervising Engineer Scientist	118
Principal/Consultant	125
Laboratory Analyst	53
Word Processor	45
Non-Technical*	35

*Non-technical time will be charged only for preparation of technical reports and similar material and does not apply to routine administrative-type activities

Direct Expenses

Reimbursement for direct expenses, as listed below incurred in connection with the work will be at cost plus ten percent for items such as

- a Maps, photographs reproductions printing equipment rental and special supplies related to the work
- b Consultants soils engineers surveyors contractors and other outside services
- c Rented vehicles local public transportation and taxis travel and subsistence
- d Telecommunications and delivery charges
- e Special fees insurance permits and licenses applicable to the work
- f Outside computer processing computation and proprietary programs purchased for the work

Reimbursement for owned automobiles except trucks and four wheel drive vehicles used in connection with the work will be at the rate of 35¢ per mile. The rate for trucks and four wheel drive vehicles will be \$25 per day and 40¢ per mile.

Reimbursement for use of microcomputers will be at the rate of \$10 per hour. Reimbursement for use of computerized drafting systems (CADD) will be at the rate of \$20 per hour for microcomputer based systems and \$40 per hour for minicomputer based systems.

Rate for professional staff for legal proceedings or as expert witnesses will be at a rate one and one-half times the Hourly Rates specified above.

In house laboratory analysis sampling vehicle and equipment charges will be per current rate schedule or special quotation.

Excise and gross receipts taxes if any will be added as a direct expense.

Additional processing charges will be added for other than standard invoice backup documentation.

The foregoing Schedule of Charges is incorporated into the agreement for the services provided effective December 21 1991 through December 18 1992. After December 18 1992 invoice will reflect the Schedule of Charges currently in effect.