

PROFESSIONAL SERVICES AGREEMENT

This **PROFESSIONAL SERVICES AGREEMENT** (“Agreement”) is made and entered into by and between the **CITY OF BURLESON** (the “City”), a home rule municipal corporation situated in portions of Tarrant and Johnson Counties, Texas and **KIMLEY-HORN AND ASSOCIATES, INC. A NORTH CAROLINA CORPORATION** (“Consultant”).

1. SCOPE OF SERVICES.

Attached hereto and incorporated for all purposes incident to this Agreement is **Attachment A** more specifically describing the services to be provided hereunder.

2. TERM.

This Agreement shall commence upon execution by the parties (the “Effective Date”) and terminate upon completion of the work specified in the scope of services unless terminated earlier in accordance with the provisions of this Agreement. Those obligations concerning warranties and representations which by their nature should survive termination of this Agreement, shall survive termination of this Agreement, including Articles 5, 6, 8, 12, 14-17, and 25-26.

3. COMPENSATION.

This is a fixed-price contract. The City shall pay Consultant an amount not to exceed **One Million One Hundred Fifty-Four Thousand Seven Hundred Ninety Five Dollars (\$1,154,795.00)** in accordance with the fee schedule incorporated herein as **Attachment A**, and subject to the other terms and conditions of this Agreement, in exchange for completion of all tasks and delivery of all services listed in Attachment A, Scope of Work. In the event of partial performance the City shall pay Consultant for only the itemized tasks completed and delivered. Consultant shall not perform any additional services for the City not specified by this Agreement unless the City requests and approves in writing the additional services and costs for such services. The City shall not be liable for any additional expenses of Consultant not specified by this Agreement unless the City first duly approves such expenses in a contract amendment executed by the City Manager or the City Manager’s designee.

The Consultant shall submit monthly payment invoices to the City. Invoices shall contain a detailed breakdown to include: task or deliverables to the City and date provided for the billing period, the amount billed for each task or deliverable, and the total amount due.

Payment for services rendered shall be due within thirty (30) days of the uncontested performance of the particular services so ordered and receipt by City of Consultant’s invoice for payment of same. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment, and the undisputed portion will be paid. No interest will accrue on any contested portion of the billing until mutually resolved. City will exercise reasonableness in contesting any billing or portion thereof.

4. TERMINATION.

4.1. Written Notice.

The City or Consultant may terminate this Agreement at any time and for any reason by providing the other party with 30 days written notice of termination.

4.2 Non-appropriation of Funds.

In the event no funds or insufficient funds are appropriated by the City in any fiscal period for any payments due hereunder, City will notify Consultant of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the City of any kind whatsoever, except as to the portions of the payments herein agreed upon for which funds shall have been appropriated.

4.3 Duties and Obligations of the Parties.

In the event that this Agreement is terminated prior to the end of the term of this agreement as provided in Article 2, the City shall pay Consultant for services actually rendered or consultant shall reimburse the City for services paid for but not actually rendered, up to the date of notice of termination.

5. DISCLOSURE OF CONFLICTS AND CONFIDENTIAL INFORMATION.

Consultant hereby warrants to the City that Consultant has made full disclosure in writing of any existing or potential conflicts of interest related to Consultant's services under this Agreement. In the event that any conflicts of interest arise after the Effective Date of this Agreement, Consultant hereby agrees immediately to make full disclosure to the City in writing. Consultant, for itself and its officers, agents and employees, further agrees that it shall treat all information provided to it by the City as confidential and shall not disclose any such information to a third party without the prior written approval of the City. Consultant shall store and maintain City information in a secure manner and shall not allow unauthorized users to access, modify, delete or otherwise corrupt City Information in any way. Consultant shall notify the City immediately if the security or integrity of any City information has been compromised or is believed to have been compromised.

6. RIGHT TO AUDIT.

Consultant agrees that the City shall, until the expiration of three (3) years after final payment under this contract, have access to and the right to examine at reasonable times any directly pertinent books, documents, papers and records of the consultant involving transactions relating to this Contract at no additional cost to the City. Consultant agrees that the City shall have access during normal working hours to all necessary Consultant facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. The City shall give Consultant reasonable advance notice of intended audits.

Consultant further agrees to include in all its subcontractor agreements hereunder a provision to the effect that the subcontractor agrees that the City shall, until expiration of three (3) years after final payment of the subcontract, have access to and the right to examine at reasonable times any directly pertinent books, documents, papers and records of such subcontractor involving transactions related to the subcontract, and further that City shall have access during normal working hours to all subcontractor facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this paragraph. City shall give subcontractor reasonable notice of intended audits.

7. INDEPENDENT CONTRACTOR.

It is expressly understood and agreed that Consultant shall operate as an independent contractor as to all rights and privileges granted herein, and not as agent, representative or employee of the City. Subject to and in accordance with the conditions and provisions of this Agreement, Consultant shall have the exclusive right to control the details of its operations and activities and be solely responsible for the acts and omissions of its officers, agents, servants, employees, contractors, and subcontractors. Consultant acknowledges that the doctrine of *respondeat superior* shall not apply as between the City, its officers, agents, servants and employees, and Consultant, its officers, agents, employees, servants, contractors, and subcontractors. Consultant further agrees that nothing herein shall be construed as the creation of a partnership or joint enterprise between City and Consultant.

8. CHARACTER OF SERVICES AND INDEMNIFICATION.

8.1 Character of Services.

Consultant shall perform as an independent contractor all services under this Agreement with the professional skill and care ordinarily provided by competent architects, engineers, or landscape architects practicing under the same or similar circumstances and professional license. Further, Consultant shall perform as an independent contractor all services under this Agreement as expeditiously as possible as is prudent considering the ordinary professional skill and care of a competent engineer or architect. Provided, however, if this is a construction contract for architectural or engineering services or a contract related to the construction or repair of an improvement to real property that contains architectural or engineering services as a component part, the architectural or engineering services must be performed with the professional skill and care ordinarily provided by competent architects or engineers practicing under the same or similar circumstances and professional license. Consultant shall provide professional services necessary for the work described in Attachment "A," and incorporated herein and made a part hereof as if written word for word; provided, however, that in case of conflict in the language of Attachment "A" the terms and conditions of this Agreement shall be final and binding upon both parties hereto.

8.2 Indemnification.

CONSULTANT DOES HEREBY COVENANT AND CONTRACT TO INDEMNIFY AND HOLD HARMLESS CITY AND ALL OF ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND INVITEES, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM ANY AND ALL LIABILITY, CLAIMS, SUITS, DEMANDS OR CAUSES OF ACTION, INCLUDING REASONABLE ATTORNEY

FEES OF LITIGATION AND/OR SETTLEMENT, THAT MAY ARISE BY REASON OF DEATH OF OR INJURY TO PERSONS OR DAMAGE TO OR LOSS OF USE OF PROPERTY TO THE EXTENT CAUSED BY ANY WRONGFUL INTENTIONAL ACT OR OMISSION OF CONSULTANT AS WELL AS ANY NEGLIGENT OMISSION, ACT OR ERROR OF CONSULTANT, ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND INVITEES, OR OTHER PERSONS FOR WHOM CONSULTANT IS LEGALLY LIABLE WITH REGARD TO THE PERFORMANCE OF THIS AGREEMENT, WHETHER SAID NEGLIGENCE IS SOLE NEGLIGENCE, CONTRACTUAL COMPARATIVE NEGLIGENCE, CONCURRENT NEGLIGENCE OR ANY OTHER FORM OF NEGLIGENCE. IN THE EVENT OF JOINT OR CONCURRENT NEGLIGENCE OF CONSULTANT AND CITY, RESPONSIBILITY, IF ANY, SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. NOTHING IN THIS PARAGRAPH IS INTENDED TO WAIVE ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY UNDER TEXAS LAW OR WAIVE ANY DEFENSES OF CONSULTANT OR CITY UNDER TEXAS LAW. THIS PARAGRAPH SHALL NOT BE CONSTRUED FOR THE BENEFIT OF ANY THIRD PARTY, NOR DOES IT CREATE OR GRANT ANY RIGHT OR CAUSE OF ACTION IN FAVOR OF ANY THIRD PARTY AGAINST CITY OR CONSULTANT.

CONSULTANT WARRANTS THAT NO MUSIC, LITERARY OR ARTISTIC WORK OR OTHER PROPERTY PROTECTED BY COPYRIGHT WILL BE REPRODUCED OR USED, NOR WILL THE NAME OF ANY ENTITY PROTECTED BY TRADEMARK BE REPRODUCED OR USED BY CONSULTANT UNLESS CONSULTANT HAS OBTAINED WRITTEN PERMISSION FROM THE COPYRIGHT OR TRADEMARK HOLDER AS REQUIRED BY LAW, SUBJECT ALSO TO CITY'S CONSENT. CONSULTANT COVENANTS TO COMPLY STRICTLY WITH ALL LAWS RESPECTING COPYRIGHTS, ROYALTIES, AND TRADEMARKS AND WARRANTS THAT IT WILL NOT INFRINGE ANY RELATED STATUTORY, COMMON LAW OR OTHER RIGHT OF ANY PERSON OR ENTITY IN PERFORMING THIS AGREEMENT. CONSULTANT WILL INDEMNIFY AND HOLD CITY AND ITS OFFICERS, AGENTS AND EMPLOYEES HARMLESS FROM ALL CLAIMS, LOSSES AND DAMAGES (INCLUDING REASONABLE ATTORNEY'S FEES) WITH RESPECT TO SUCH COPYRIGHT, ROYALTY OR TRADEMARK RIGHTS TO THE EXTENT CAUSED BY CONSULTANT OR FOR WHOM CONSULTANT IS LEGALLY LIABLE.

THE PROVISIONS OF THIS SECTION ARE INTENDED TO ONLY PROVIDE INDEMNIFICATION TO THE EXTENT ALLOWED BY TEXAS LOCAL GOV'T CODE SEC. 271.904 AND SHALL BE CONSTRUED TO THAT EFFECT. THE CONSULTANT AS ALLOWED BY TEXAS LOCAL GOV'T CODE SEC. 271.904 WILL STILL NAME CITY AS ADDITIONAL INSURED IN ITS GENERAL LIABILITY POLICY AND PROVIDE ANY DEFENSE AS ALLOWED BY THE POLICY.

9. ASSIGNMENT AND SUBCONTRACTING.

Consultant shall not assign or subcontract any of its duties, obligations or rights under this Agreement without the prior written consent of the City. If the City grants consent to an assignment, the assignee shall execute a written agreement with the City and the Consultant under which the assignee agrees to be bound by the duties and obligations of Consultant under this Agreement. The Consultant and Assignee shall be jointly liable for all obligations under this Agreement prior to the assignment. If the City grants consent to a subcontract, the subcontractor shall execute a written agreement with the Consultant referencing this Agreement under which the subcontractor shall agree to be bound by the duties and obligations of the Consultant under this Agreement as such duties and obligations may apply. The Consultant shall provide the City with a fully executed copy of any such subcontract.

10. INSURANCE.

Consultant shall provide the City with certificate(s) of insurance documenting policies of the following minimum coverage limits that are to be in effect prior to commencement of any work pursuant to this Agreement:

10.1 Coverage and Limits

- (a) Commercial General Liability
\$1,000,000 Each Occurrence
\$1,000,000 Aggregate

- (b) Automobile Liability
\$1,000,000 Each accident on a combined single limit basis or
\$250,000 Bodily injury per person
\$500,000 Bodily injury per person per occurrence
\$100,000 Property damage

Coverage shall be on any vehicle used by the Consultant, its employees, agents, representatives in the course of the providing services under this Agreement. "Any vehicle" shall be any vehicle owned, hired and non-owned.

- (c) Worker's Compensation
Statutory limits
Employer's liability
\$100,000 Each accident/occurrence
\$100,000 Disease - per each employee
\$500,000 Disease - policy limit

This coverage may be written as follows:

Workers' Compensation and Employers' Liability coverage with limits consistent with statutory benefits outlined in the Texas workers' Compensation Act (Art. 8308 – 1.01 et seq. Tex. Rev. Civ. Stat.) and minimum policy limits for Employers'

Liability of \$100,000 each accident/occurrence, \$500,000 bodily injury disease policy limit and \$100,000 per disease per employee

(d) Errors & Omissions (Professional Liability):

\$1,000,000 Per Claim and Aggregate

If coverage is written on a claims-made basis, the retroactive date shall be coincident with or prior to the date to the contractual agreement. The certificate of insurance shall state that the coverage is claims-made and include the retroactive date. The insurance shall be maintained for the duration of the contractual agreement and for five (5) years following completion of the services provides under the contractual agreement or for the warranty period, which ever is longer. An annual certificate of insurance submitted to the City shall evidence coverage.

10.2 Certificates.

Certificates of Insurance evidencing that the Consultant has obtained all required insurance shall be delivered to the City prior to Consultant proceeding with any work pursuant to this Agreement. All applicable policies shall be endorsed to name the City as an additional insured thereon, as its interests may appear. The term City shall include its employees, officers, officials, agent, and volunteers in respect to the contracted services. Any failure on the part of the City to request required insurance documentation shall not constitute a waiver of the insurance requirement. The City reserves the right to make reasonable requests or revisions pertaining to the types and limits of that coverage. A minimum of thirty (30) days notice of cancellation or reduction in limits of coverage shall be provided to the City. Ten (10) days notice shall be acceptable in the event of non-payment of premium. Such terms shall be endorsed onto Consultant's insurance policies. Notice shall be sent to the Purchasing Manager, City of Burleson, 141 W. Renfro, Burleson, Texas 76028, with copies to the City Attorney at the same address.

10.3 Additional Insurance Requirements.

The insurance required herein must be provided by an insurer licensed to do business in the State of Texas. The insurance required herein must be provided by an insurer rated by the A.M. Best as "A-" or better or are rated "A" by Standard and Poor's. The insurance required herein shall be in full force and effect at all times during this Agreement.

11. COMPLIANCE WITH LAWS, ORDINANCES, RULES AND REGULATIONS.

Consultant agrees to comply with all applicable federal, state and local laws, ordinances, rules and regulations. If the City notifies Consultant of any violation of such laws, ordinances, rules or regulations, Consultant shall immediately desist from and correct the violation.

12. NON-DISCRIMINATION COVENANT.

Consultant, for itself, its personal representatives, assigns, subcontractors and successors in interest, as part of the consideration herein, agrees that in the performance of Consultant's duties and obligations hereunder, it shall not discriminate in the treatment or employment of any individual or group of individuals on any basis prohibited by law. If any claim arises from an alleged violation of this non-discrimination covenant by Consultant, its personal representatives, assigns, subcontractors or successors in interest, Consultant agrees to assume such liability and to indemnify and defend the City and hold the City harmless from such claim.

13. NOTICES.

Notices required pursuant to the provisions of this Agreement shall be conclusively determined to have been delivered when (1) hand-delivered to the other party, its agents, employees, servants or representatives, (2) delivered by facsimile with electronic confirmation of the transmission, or (3) received by the other party by United States Mail, registered, return receipt requested, addressed as follows:

To CITY:

City of Burleson
City Manager's Office
Attn: Bryan Langley
141 W. Renfro St.
Burleson, TX 76028

To CONSULTANT:

Kimley-Horn and Associates, Inc.
Attn: Josh Kercho
801 Cherry Street, Unit 11
Suite 1300
Fort Worth, TX 76102

14. GOVERNMENTAL POWERS.

It is understood and agreed that by execution of this Agreement, the City does not waive or surrender any of its governmental powers.

15. NO WAIVER.

The failure of the City or Consultant to insist upon the performance of any term or provision of this Agreement or to exercise any right granted herein shall not constitute a waiver of the City's or Consultant's respective right to insist upon appropriate performance or to assert any such right on any future occasion.

16. GOVERNING LAW / VENUE.

This Agreement shall be construed in accordance with the internal laws of the State of Texas. If any action, whether real or asserted, at law or in equity, is brought on the basis of this Agreement, venue for such action shall lie in state courts located in Johnson County, Texas or the United States District Court for the Northern District of Texas.

17. SEVERABILITY.

If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

18. FORCE MAJEURE.

The City and Consultant shall exercise their best efforts to meet their respective duties and obligations as set forth in this Agreement, but shall not be held liable for any delay or omission in performance due to force majeure or other causes beyond their reasonable control (force majeure), including, but not limited to, compliance with any government law, ordinance or regulation, acts of God, acts of the public enemy, fires, strikes, lockouts, natural disasters, wars, riots, material or labor restrictions by any governmental authority, transportation problems and/or any other similar causes.

19. HEADINGS NOT CONTROLLING.

Headings and titles used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement.

20. REVIEW OF COUNSEL.

The parties acknowledge that each party and its counsel have reviewed and revised this Agreement and that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or exhibits hereto.

21. AMENDMENTS / MODIFICATIONS / EXTENSIONS.

No extension, modification or amendment of this Agreement shall be binding upon a party hereto unless such extension, modification, or amendment is set forth in a written instrument, which is executed by an authorized representative and delivered on behalf of such party.

22. ENTIRETY OF AGREEMENT.

This Agreement, including the schedule of exhibits attached hereto and any documents incorporated herein by reference, contains the entire understanding and agreement between the City and Consultant, their assigns and successors in interest, as to the matters contained herein. Any prior or contemporaneous oral or written agreement is hereby declared null and void to the extent in conflict with any provision of this Agreement.

23. SIGNATURE AUTHORITY.

The person signing this agreement hereby warrants that he/she has the legal authority to execute this agreement on behalf of the respective party, and that such binding authority has been granted by proper order, resolution, ordinance or other authorization of the entity. The other party is fully entitled to rely on this warranty and representation in entering into this Agreement.

24. NO WAIVER OF GOVERNMENTAL IMMUNITY.

Nothing contained in this Agreement shall be construed as a waiver of City's governmental immunity, or of any damage caps or limitations imposed by law, or any other legal protections granted to City by law, except to the extent expressly provided or necessarily implied herein.

25. MANDATORY OWNERSHIP DISCLOSURE PROVISION.

Consultant shall submit completed Texas Ethics Commission Form 1295 Ownership Disclosure form to City at time of execution of Agreement pursuant to Texas Government Code Section 2252.908.

26. MANDATORY ANTI-ISRAEL BOYCOTT PROVISION.

Consultant acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate:

- i. Pursuant to Section 2271.002 of the Texas Government Code, Consultant certifies that either (i) it meets an exemption criterion under Section 2271.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of the Agreement. Consultant acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
- ii. Pursuant to SB 13, 87th Texas Legislature, Consultant certifies that either (i) it meets an exemption criterion under SB 13, 87th Texas Legislature; or (ii) it does not boycott energy companies, as defined in Section 1 of SB 13, 87th Texas Legislature, and will not boycott energy companies during the term of the Agreement. Consultant acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
- iii. Pursuant to SB 19, 87th Texas Legislature, Consultant certifies that either (i) it meets an exemption criterion under SB 19, 87th Texas Legislature; or (ii) it does not discriminate against a firearm entity or firearm trade association, as defined in Section 1 of SB 19, 87th Texas Legislature, and will not discriminate against a firearm entity or firearm trade association during the term of the Agreement. Consultant acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
- iv. Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Consultant certifies that either (i) it meets an exemption criterion under Subchapter F, Chapter 2252, Texas Government Code; or (ii) is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Vendor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

27. NON-EXCLUSIVITY.

Agreement is non-exclusive and City may enter into a separate Agreement with any other person or entity for some or all of the work to be performed under Agreement.

28. NO THIRD-PARTY BENEFICIARIES.

Except as expressly provided herein, nothing herein is intended to confer upon any person other than the parties hereto any rights, benefits or remedies under or because of this Agreement, provided, however, that the described beneficiaries of the indemnity provisions of this Agreement are expressly intended third-party beneficiaries of this Agreement.

29. BASIC SAFEGUARDING OF CONTRACTOR INFORMATION SYSTEMS.

The Consultant shall apply basic safeguarding requirements and procedures to protect the Consultant's information systems whenever the information systems store, process, or transmit any information, not intended for public release, which is provided by or generated for the City. This requirement does not include information provided by the City to the public or simple transactional information, such as that is necessary to process payments. These requirements and procedures shall include, at a minimum, the security control requirements "reflective of actions a prudent business person would employ" which are outlined in the Federal Acquisition Regulations FAR 52.204-21(b) and codified in the Code of Federal Regulations at 48 C.F.R. § 52.204-21(b) (2016).

Consultant shall include the substance of this clause in subcontracts under this contract (including subcontracts for the acquisition of commercial items other than commercially available off-the-shelf items) in which the subcontractor may have City contract information residing in or transiting through its information system.

30. OWNERSHIP OF DOCUMENTS.

All documents and materials prepared by Consultant under the terms of this Agreement are the City's property from the time of preparation. Consultant will deliver copies of the documents and materials to the City or make them available for inspection whenever requested. City has the right to make duplicate copies of such documents or materials for its own file or use for any other such purposes as the City deems necessary and there shall be no additional costs incurred because of such copying or use.

31. COUNTERPARTS; PDF SIGNATURES.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any pdf-format or other electronic transmission of any signature of a signatory shall be deemed an original and shall bind such signatory.

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SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

CITY OF BURLESON:

KIMLEY-HORN AND ASSOCIATES, INC.:

By: _____

By:  _____

Name: _____

Name: John Atkins, P.E.

Title: _____

Title: Vice President

Date: _____

Date: 2/28/23

APPROVED AS TO FORM:

By: _____
City Attorney, Assistant City Attorney,
or Deputy City Attorney

ATTACHMENT “A”

Scope of Services for Engineering Design Related Services for:

INDUSTRIAL BOULEVARD PUMP STATION EXPANSION AND ALSBURY PUMP STATION DECOMMISSIONING

The CONSULTANT will perform its services pursuant to the requirements delineated below. Services under this attachment include engineering services for the design and construction phase services for the Industrial Pump Station Expansion and the Alsbury Pump Station Decommissioning.

Project Understanding

CONSULTANT will provide engineering design services for the following tasks:

The construction of an approximately 10-13 MGD firm capacity water pump station adjacent to the existing Industrial Boulevard Pump Station and ground storage tanks (GSTs) located on Industrial Park Blvd. The new pump station will replace the existing Alsbury Booster Pump Station (Alsbury PS) and Industrial Boulevard Pump Station (Industrial PS) and provide additional pumping capacity to the lower pressure plane.

Basic Services scope of work for this project generally includes the following items:

- New pump station building and associated pumping improvements
- Electrical and controls improvements including a new standby generator
- New wholesale meter station at new pump station site
- Offsite water line extension connecting new pump station to Alsbury Blvd
- Decommissioning and demolishing of existing Alsbury PS

Special Services scope of work for this project generally includes the following items:

- New GST at new pump station site
- Platting services for new pump station site
- Railroad coordination for a crossing license agreement

Anticipated Additional Services scope of work is provided herein for reference and budgeting purposes only, but are not in effect and subject to change in a future amendment, and generally includes the following items:

- Construction Contract Administration services
- Resident Project Representative (RPR) services during construction

CONSULTANT's scope of services is as follows:

Basic Services

- Task 1 – Design Management
- Task 2 – Pump Station Concept and Hydraulic Analysis
- Task 3 – Preliminary Engineering Report
- Task 4 – Preliminary Design
- Task 5 – Final Design
- Task 6 – Construction Contract Documents
- Task 7 – Bid Phase Services
- Task 8 – TCEQ Permitting

Special Services

- Task 9 – GST Preliminary Design
- Task 10 – GST Final Design
- Task 11 – GST Construction Contract Documents
- Task 12 – Platting Services
- Task 13 – Railroad Permitting

Anticipated Additional Services

- Task 14 – Construction Phase Services
- Task 15 – RPR Services During Construction
- Task 16 – Record Drawings Preparation

BASIC SERVICES

Task 1 DESIGN MANAGEMENT

A. Kickoff Meeting

1. Prepare for and attend kickoff meeting.
2. Prepare meeting notes and distribute to the City.

B. Data Collection

1. Receive and organize existing City record drawings, GIS shapefiles, and information related to ongoing projects for water, sanitary sewer and storm sewer pipelines and facilities at or near the proposed site.
2. Receive current water system model from City, including future demand scenarios.

C. Sub-consultant Agreement Preparation

1. Prepare and execute up to five (5) subconsultant agreements.

D. Monthly Reporting

1. Prepare and e-mail progress reports to the project team once a month (during design phase only) to be included with invoices. 15 months is assumed.
2. Prepare project schedule and provide schedule updates if the schedule changes.

E. Meetings

1. Attend up to fifteen (15) progress and or design meetings with City and stakeholders during design phase.

Task 2 CONCEPTUAL ANALYSIS

A. Current Model Evaluation and Demand Projection

1. Evaluate existing and future land uses and demand assumptions/projections in the City's most current hydraulic model.
2. Recommend revised demand projections (if any) for max day, peak hour, average day, and minimum flow scenarios.
3. Recommend pump station firm capacity and phasing (if any).
4. Existing System Evaluation
 - a. Perform pump performance testing for the purposes of generating calibrated pump curves and pump capacities for use in the existing hydraulic model.
 1. Pre-Evaluation Summary – Provide a summary of work that the needs to be completed by the City before testing is conducted at each location. Work is expected to include, but not limited to, installation of tap assemblies, functional testing of isolation valves, providing SCADA data, providing applicable pump curves and record drawings, and coordination to complete pump testing. Provide a summary of tasks and manpower to be provided by City and a test outline.
 2. The following tests are anticipated to be performed on existing Industrial PS and Alsbury PS pumps.
 - i. Individual pump test – Single pump in operation test will include normal operation and throttled test.
 - ii. Combination pump test – Single pump in operation with several additional pumps in operation. Only one combination pump test will be performed for each pump.
 - iii. The following performance evaluation data will be provided with the assessment:
 1. Pump output flow
 2. Pump suction head
 3. Pump discharge head
 4. Net positive suction head available
 5. Total dynamic head

6. System surge data
7. Power measurements for 600V and below systems

B. Conceptual Analysis Memorandum

1. Evaluate two (2) possible locations for pump station.
2. Develop one (1) general site layout alternatives for each location, up to two (2) layouts.
3. Evaluate offsite piping requirements for two (2) possible alignments (IH-35 and UPRR).
4. Evaluate existing system storage to determine additional GST is required at new pump station site. If required, provide recommendations for sizing of GST.
5. Provide recommendations for pump station firm capacity and potential phasing (if any).
6. Provide conceptual analysis memorandum documenting results of model evaluation and site analysis.
7. Finalize technical memorandum based on City comments.

C. Deliverables

1. Technical Memorandum and will be provided in .PDF format to City via e-mail for review and comment.

D. Review Meeting

1. Meet with City to receive comments on technical memorandum.

E. Site Visits

1. One (1) site visit will be performed.

Task 3 PRELIMINARY ENGINEERING REPORT

A. Data Collection

1. Utility and Property Owner Coordination
 - a. Coordinate with DIG TESS and City of Burleson to locate and mark existing franchise and public utilities prior to performing the field survey.
2. Design Survey
 - a. The limits of the survey shall be the existing City of Burleson Industrial Pump Station property, selected new pump station site parcel, City of Burleson Alsbury Booster Pump Station site, and selected offsite piping alignment.
 - b. Establish up to two (2) horizontal control points based on the City of Burleson Coordinate System using ½-inch rebar with identifiable plastic cap, specific for this project.
 - c. Establish a vertical control benchmark circuit tied to the City of Burleson benchmark system, specific for this project.
 - d. Perform a field survey to identify and locate all existing topographic elements within the site including, but not limited to, the following:
 - i. Property pins

- ii. Existing pavement, curbs, sidewalks, barrier free ramps, etc.
- iii. Driveways
- iv. Existing storm sewer inlets, manholes, junction boxes, outfalls, and erosion control
- v. Utility manholes, vaults, water valves, water meters, sprinkler heads, telephone poles, power poles, utility markers, other public utilities, and franchise utilities
- vi. Signs (excluding temporary signs)
- vii. Trees, 6-inch caliper and up
- viii. Fence limits and material types
- ix. Other applicable physical features that could impact design:
 - a) Field ties to the existing edge of pavement on Industrial Boulevard.
 - b) Both Industrial Ground Storage Tanks, and all above ground appurtenances.
 - c) Field sketches of utility manholes and structures.
 - d) Prepare a final topographic drawings in a digital format (including one-foot contours and breaklines) showing the features located in the field as well as right-of-way strip map information, an ASCII coordinate file of the points located in the field, and a hard copy of the coordinates and feature descriptions.

3. Geotechnical Engineering

- a. Perform a geotechnical analysis of the site utilizing a qualified geotechnical laboratory to determine subsurface conditions and make recommendations regarding design parameters. The analysis shall include the following:
 - i. Subsurface exploration including up to eight (8) sample bores (three for pump station building, two for vaults and generator pad, three for offsite water line) drilled to between 15 and 30 feet depending upon depth to un-weathered shale or limestone.
 - ii. Laboratory tests for classification purposes and strength characteristics.
 - iii. Engineering services that address the following:
 - a) Soil and groundwater conditions
 - b) Comments on general excavatability of soils and shale encountered
 - c) Recommendations for pump station, transformer and generator pads, and vault foundation types, depth, allowable loading and backfill requirements
 - d) Foundation construction requirements
 - e) Recommended lateral pressures for the design of below grade walls
 - f) Evaluation of the subgrade soils
 - g) Recommendations for yard piping installation, including bedding and backfill

- h) Recommendations for earthwork.
 - b. A geotechnical report will be furnished by the geotechnical engineer to present the results of the field and laboratory data as well as analyses and recommendations. Three (3) copies of the report will be provided by the geotechnical engineer, with one (1) copy going to the City. The data contained in the geotechnical report will be made available to contractors during the bidding process for informational purposes.
4. Subsurface Utility Engineering (SUE)
- a. Level A investigation of existing water line connection points, and potential crossing utilities. The Level A investigation shall consist of performing up to ten (10) level A testholes or “locates” of existing utilities. The Level A investigation will be conducted in accordance with ASCE publication CI/ASCE 38-02 and include the location of said utility in three dimensions obtained through non-destructive geophysical methods.
 - b. Level B investigation for existing underground utilities, also known as “designating”, will be performed on the new pump station site and existing Alsbury PS site. The Level B investigation will be conducted in accordance with ASCE publication CI/ASCE 38-02 and include the location of existing utilities in two dimensions and will be obtained through the application and interpretation of non-destructive surface geophysical methods.

B. Preliminary Engineering Report

1. The following items will be evaluated and included in the Preliminary Engineering Report:
 - a. Shutdown and Sequencing Narrative
 - b. Preliminary Drainage Calculations
 - c. Preliminary site plan and pump station layout.
 - d. Yard Piping – sizing for initial as well as future capacity.
 - e. Pumps – Split case pump selection, and associated building layout.
 - f. Demand assumptions (as dictated by Conceptual Analysis)
 - g. Proposed Ground Storage Tank sizing and type (as dictated by Conceptual Analysis)
 - h. Pump control valves – including sizing, type of valves and additional characteristics.
 - i. Control Narrative – operational narrative of the pumps for normal, low flow and peak operations.
 - j. Accommodation for future Chlorine Disinfection within new pump station building.
 - k. SCADA System – RTU on-site, and connection to existing SCADA system.
 - l. Pump motor control center and starter options (VFD’s and/or soft starters).
 - m. Electrical service options.
 - n. Electrical Gearing Requirements (VFD’s and/or soft starters).
 - o. Generator – evaluate generator size and enclosure requirements.

- p. City architectural requirements and City design preferences.
- q. Geotechnical and structural requirements.
- r. Site lighting requirements.
- s. Building lighting requirements.
- t. Structural considerations for all on-site buildings and above ground structures.
- u. Building ventilation and HVAC requirements.
- v. Building plumbing requirements (including potential restroom layout and exterior wastewater connection).
- w. Building insulation requirements.
- x. Noise Control requirements.
- y. City landscaping requirements.
- z. Site security requirements.
- aa. City storm drainage detention requirements.

- 2. Revisions to Preliminary Engineering Report based on City comments.

C. Deliverables

- 1. Submit two (2) hard copies and one .PDF digital copy of Preliminary Engineering Report to City for review and comment.
 - a. Draft Submittal shall include the following:
 - i. Preliminary Engineering Report with 11"x17" Site Plans
 - b. Revised Submittal shall include the following:
 - i. Preliminary Engineering Report with 11"x17" Site Plans
 - c. Consultant's Opinion of Probable Construction Cost (OPCC).
 - i. *The Consultant has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Consultant at this time and represent only the Consultant's judgment as a design professional familiar with the construction industry. The Consultant cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.*

D. Easement Preparation

1. Upon receiving approval of proposed pump station site and offsite piping alignments, CONSULTANT will prepare up to five (5) permanent water line easements and five (5) temporary construction easements and one (1) boundary survey document for new pump station site.
2. Easement instruments will consist of metes and bounds descriptions and exhibits.

E. Meetings

1. Attend one (1) meeting with City to present and review the preliminary engineering report.

F. Site Visits

1. One (1) site visit will be performed.

Task 4 PRELIMINARY DESIGN

A. Preliminary Design

1. Preparation of engineering drawings. Drawings shall consist of 22"x34" plan sheets. The following listing is an example of anticipated plan sheets. The actual list may vary depending on design options chosen by the City during the Preliminary Engineering Report:
 - a. Cover Sheet
 - b. Sheet Index
 - c. General Notes Sheet
 - d. Civil Plans
 - Paving and Dimensional Control
 - Demolition Plans
 - Industrial PS Site
 - Alsbury PS Site
 - Tree Removal (if applicable)
 - Yard Piping
 - Site Grading
 - Pump Station Mechanical Plan
 - Pump Station Sections
 - Disinfection Connection Plan
 - Wholesale Meter Station
 - Discharge Meter Vault Plan and Section
 - Water line Profiles

- e. Architectural Sheets
 - Floorplan
 - Exterior Elevations
 - Roof Plan
 - f. Structural Sheets
 - Pump Station Structural Plan
 - Section Details and Elevations
 - Roof Plan and Elevations
 - Foundation Plan
 - Wall Section Plan
 - Underground Vault Sections
 - g. Electrical Sheets
 - Electrical Site Plan
 - One Line Diagram
 - Control Schematics
 - Schedules
 - Instrumentation Block Diagram
 - Floor Plan
 - Lighting Floor and Cable Tray Plan
 - HVAC Electrical Plan
 - SCADA System Diagram
 - SCADA Panel
 - Generator Electrical Plan
 - h. Mechanical
 - Mechanical HVAC Plan
 - i. Plumbing
 - Plumbing Plan
2. Preparation of Project Manual including technical specifications, bidding and construction contract documents.

B. Deliverables

1. Preliminary Design Submittal (60%)
 - a. Submit two (2) copies to the City for review and comment.
 - b. Submittal shall include the following:
 - i. Final design drawings
 - ii. Final design project manual
 - iii. Consultant's OPCC

C. Meetings

1. One (1) meeting with City to review Preliminary Design Submittal.

D. Site Visits

1. Two (2) site visits will be performed.

Task 5 FINAL DESIGN

A. Final Design

1. Preparation of engineering drawings. Drawings shall consist of 22"x34" plan sheets. The following listing is an example of anticipated plan sheets. The actual list may vary depending on design options chosen by the City during the Preliminary Engineering Report and Preliminary Design:
 - a. Cover Sheet
 - b. Sheet Index
 - c. General Notes Sheet
 - d. Civil Plans
 - Paving and Dimensional Control
 - Demolition Plans
 - Industrial PS Site
 - Alsbury PS Site
 - Tree Removal (if applicable)
 - Yard Piping
 - Site Grading
 - Pump Station Mechanical Plan
 - Pump Station Sections
 - Disinfection Connection Plan
 - Wholesale Meter Station
 - Discharge Meter Vault Plan and Section
 - Water line Profiles

- Water Details
 - Drainage Details
 - Fence and Gate Details
 - Landscaping and Screening Plan
 - Landscaping Details
 - Irrigation Plans
 - City Standard Details
 - Erosion Control Plan
 - Erosion Control Details
 - Drainage Area Map
 - Drainage Area Calculation Sheet
- e. Architectural Sheets
- Floorplan
 - Basement Floorplan
 - Exterior Elevations
 - Roof Plan
 - Schedules and Details
 - Sections
 - Plan and Section Details
- f. Structural Sheets
- Notes and Details
 - Pump Station Structural Plan
 - Typical Concrete and Masonry Details
 - Section Details
 - Section Details and Elevations
 - Roof Plan and Elevations
 - Foundation and Details
 - Wall Section and Details
 - Underground Vault Sections and Details
- g. Electrical Sheets
- Electrical Site Plan
 - One Line Diagram
 - Control Schematics

- Schedules
 - Instrumentation Block Diagram
 - Floor Plan
 - Lighting Floor and Cable Tray Plan
 - HVAC Electrical Plan
 - SCADA System Diagram
 - SCADA Panel
 - Electrical Details
 - Electrical Vault Details
 - Generator Electrical Plan
- h. Mechanical
- Mechanical HVAC Plan and Details
 - Mechanical HVAC Schedule and Details
- i. Plumbing
- Plumbing Plan
 - Plumbing Schedule and Details
2. Revisions to specifications and construction contract documents.
3. Coordinate 3rd party TDLR review with a Registered Accessibility Specialist (RAS).

B. Deliverables

1. Final Design Submittal (90%)
- a. Submit two (2) copies to the City for review and comment.
 - b. Submittal shall include the following:
 - i. Final design drawings
 - ii. Final design project manual
 - iii. Consultant's OPCC

C. Meetings

1. One (1) meeting with City to review Final Design Submittal.

D. Site Visits

1. One (1) site visit will be performed.

Task 6 CONSTRUCTION CONTRACT DOCUMENTS

A. Bidding Construction Contract Documents

1. Incorporate City comments from final design submittal and prepare construction contract documents, bid plans, and opinion of probable construction cost.
2. Construction contract documents will consist of the final plans and project manual, both signed and sealed by a licensed professional engineer in the State of Texas and in accordance with comments provided by the City during final design. Conformance plans and specifications

B. Conformance Plans and Specifications

1. Prepare conformance set of plans and specifications to be used for construction contract execution based on questions and addenda from the bidding phase.
2. Provide up to eight (8) sets to City for construction contract execution.

C. Deliverables:

1. Construction Contract Documents Submittal
 - a. Submit electronic (.pdf) documents to the City for bidding.
 - b. Submittal shall include the following:
 - i. Bid drawings
 - ii. Bid project manual
 - iii. Consultant's OPCC
2. Conformance Documents Submittal
 - a. Submit electronic (.pdf) documents to the City for construction contract execution.
 - b. Submittal shall include the following:
 - iv. Conformed drawings
 - v. Conformed project manual

Task 7 BID PHASE SERVICES

A. Bid Phase Services

1. Provide the Notice to Bidders to the City for publication. The City will be responsible for publication of the notice. The City will be responsible for distribution of the bidding documents to prospective contractors, suppliers, and plan rooms.
2. The following assistance will be provided to the City during the bidding phase:
 - a. Preparation of addenda and delivery to City for distribution to planholders.
 - b. Responses to questions submitted by planholders.
 - c. Attend and conduct pre-bid meeting with City and planholders
 - d. Attend bid opening facilitated by City.
 - e. Evaluation of bidder qualifications.
 - f. Preparation of recommendation of award letter.
 - g. It is assumed that the City will prepare bid tabulations.

Task 8 TCEQ PERMITTING

A. Permitting

1. Prepare and submit TCEQ technical review submittal in accordance with Texas Administrative Code Title 30, Part 1, Chapter 290, Subchapter D.
2. CONSULTANT will coordinate with TCEQ staff to obtain approval of the pump station designs.
3. CONSULTANT will revise design documents as required by technical review comments.

SPECIAL SERVICES

Task 9 GROUND STORAGE TANK PRELIMINARY DESIGN

This task assumes the GST design will be incorporated into proposed pump station design documents and will be not provided as standalone project for bidding and construction.

A. Preliminary Design

1. Preparation of engineering drawings. Drawings shall consist of 22"x34" plan sheets. The following listing is an example of anticipated plan sheets. The actual list may vary depending on design options chosen by the City during the Preliminary Engineering Report:
 - a. Ground Storage Tank Plan
 - b. Ground Storage Tank Section
 - c. Electrical
 - a. Electrical Plan
 - b. SCADA System Diagram
2. Preparation of GST technical specifications.

B. Geotechnical Engineering

1. Perform a geotechnical analysis of the site utilizing a qualified geotechnical laboratory to determine subsurface conditions and make recommendations regarding design parameters. The analysis shall include the following:
 - a. Subsurface exploration including up to three (3) sample bores (2 for perimeter drilled to ~25 feet and 1 at center drilled to ~40 feet, final depths depending upon depth to un-weathered shale or limestone).
 - b. Laboratory tests for classification purposes and strength characteristics.
 - c. Engineering services that address the following:
 - i. Soil and groundwater conditions
 - ii. Comments on general excavatability of soils and shale encountered
 - iii. Recommendations for pump station, transformer and generator pads, and vault foundation types, depth, allowable loading and backfill requirements
 - iv. Foundation construction requirements
 - v. Recommended lateral pressures for the design of below grade walls
 - vi. Evaluation of the subgrade soils
 - vii. Recommendations for yard piping installation, including bedding and backfill
 - viii. Recommendations for earthwork.

2. A geotechnical report will be furnished by the geotechnical engineer to present the results of the field and laboratory data as well as analyses and recommendations. Three (3) copies of the report will be provided by the geotechnical engineer, with one (1) copy going to the City. The data contained in the geotechnical report will be made available to contractors during the bidding process for informational purposes.

C. Deliverables

1. Ground Storage Tank Preliminary Design will be included in Preliminary Design Submittal outlined in Task 5.

Task 10 GROUND STORAGE TANK FINAL DESIGN

This task assumes the GST design will be incorporated into proposed pump station design documents and will be not provided as standalone project for bidding and construction.

A. Final Design

1. Preparation of engineering drawings. Drawings shall consist of 22"x34" plan sheets. The following listing is an example of anticipated plan sheets. The actual list may vary depending on design options chosen by the City during the Preliminary Engineering Report and Preliminary Design:
 - a. Ground Storage Tank Plan
 - b. Ground Storage Tank Section
 - c. Ground Storage Tank Details
 - d. Electrical
 - Electrical Plan
 - Electrical Details
 - SCADA System Diagram
 - SCADA Panel
2. Preparation of GST technical specifications.

B. Deliverables

1. Ground Storage Tank Final Design will be included in Final Design Submittal outlined in Task 6.

Task 11 GROUND STORAGE TANK CONSTRUCTION CONTRACT DOCUMENTS

This task assumes the GST design will be incorporated into proposed pump station design documents and will be not provided as standalone project for bidding and construction.

A. Bidding Construction Contract Documents

1. Incorporate City comments from GST final design submittal and prepare construction contract documents, bid plans, and opinion of probable construction cost.
2. Construction contract documents will consist of the final plans and project manual, both signed and sealed by a licensed professional engineer in the State of Texas and in accordance with comments provided by the City during final design.
3. GST Construction contract documents will be included in overall Pump Station Construction Contract Documents as outlined in Task 7.

Task 12 PLATTING SERVICES

A. Platting Services

1. Preparation of preliminary and final plat and/or replat exhibits
2. Up to two (2) revisions of prepared exhibits
3. The City will be responsible for administration of platting/replatting the new pump station site. ENGINEER will only prepare exhibits as described above.

B. Deliverables

1. Two (2) mylar copies of final plat/replat and digital (.PDF) format.

Task 13 RAILROAD PERMITTING

A. Permitting

1. Prepare and submit design documents to UPRR for Crossing License Application.
2. CONSULTANT will coordinate with UPRR to obtain approval of proposed railroad crossing (if applicable), and revise design documents accordingly.

ANTICIPATED ADDITIONAL SERVICES

Anticipated Additional Services scope of work is provided herein for reference and budgeting purposes only, but are not in effect and subject to change in a future amendment

Task 14 CONSTRUCTION PHASE SERVICES

A. Construction Phase Services

1. Pre-Construction Conference
 - a. Prepare for and attend a pre-construction conference prior to commencement of Work at the Site
2. Site Visits
 - a. Visit the construction site up to eighteen (18) times during construction to perform construction observation. 18 months construction time is assumed.
 - b. Site Visits are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation of the Work based on CONSULTANT's exercise of professional judgement.
 - c. Based on information obtained during site visits, CONSULTANT will determine if Contractor's work is generally proceeding in accordance with the Contract Documents, and CONSULTANT will keep City informed of the general progress of the work.
3. Recommendations with Respect to Defective Work
 - a. Provide recommendations to City that Contractor's work be disapproved and rejected while it is in progress if, on the basis of site visit evaluations, CONSULTANT believes such work will not produce a completed Project that conforms generally to Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Notwithstanding the foregoing, the City reserves the right to disapprove or reject Contractor's work without a recommendation from the CONSULTANT.
4. Construction Progress Meetings
 - a. Conduct monthly progress meetings with City and Contractor to assist with administration of the construction. Meetings are anticipated to be conducted on-site and in conjunction with Site Visits associated with observation of construction.
5. Clarifications and Interpretations
 - a. Issue necessary clarifications and interpretations of the Contract Documents to City as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of the Contract Documents. Field orders authorizing variations from the requirements of the Contract Documents will be made by City.

6. Change Orders

- a. Recommend change orders to City, as appropriate.
- b. Review and make recommendations related to Change Orders submitted or proposed by the Contractor.

7. Shop Drawings and Samples

- a. Review up to **two hundred and fifty (250)** shop drawings, samples, and other submittals submitted by the contractor for general conformance with the design concepts and general compliance with the requirements of the contract for construction.
- b. Such review, approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs and shall not relieve the Contractor from its responsibility for performance in accordance with the contract for construction, nor is such review a guarantee that the work covered by the shop drawings, samples and submittals is free of errors, inconsistencies, or omissions.
- c. Log all shop drawings, samples and other submittals.

8. Substitutes and “or-equal”

- a. Evaluate and determine the acceptability of substitute or “or-equal” materials and equipment proposed by Contractor in accordance with the Contract Documents, but subject to the provisions of applicable standards of state or local government entities.
- b. Provide recommendations to City

9. Request for Information (RFI):

- a. Provide necessary interpretations and clarifications of contract documents and make recommendations as to the acceptability of the work for up to **forty (40)** RFI's. CONSULTANT will respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents to City as appropriate to the orderly completion of Contractor's work. Any orders authorizing variations from the Contract Documents will be made by City.

10. Inspections and Tests

- a. Review certificates of inspections and tests within CONSULTANT's area of responsibility for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. ENGINEER will be entitled to rely on the results of such tests and facts being certified. The scope of services assumes the pumps and motors will go through a non-witnessed factory test. Attending testing will be considered additional services.

11. Disagreements between City and Contractor

- a. As necessary, CONSULTANT will, with reasonable promptness, render initial written decision on all claims of City and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract

Documents pertaining to the progress of the Contractor's work. In rendering such decisions, CONSULTANT will be fair and not show partiality to City or Contractor and will not be liable in connection with any decision rendered in good faith in such capacity. The initial decision of the CONSULTANT shall be required as a condition precedent to mediation or litigation of any claim arising prior to the date final payment is due to the Contractor, unless thirty (30) days have passed after a claim has been referred to the CONSULTANT with no decision having been rendered.

12. Substantial Completion and Final Acceptance Walkthrough and Punchlist Preparation

- a. Attend substantial completion and final acceptance walkthrough with Contractor and City to determine if the completed work of Contractor is generally in accordance with the Contract Documents.
 - i. Limitation of Responsibilities: The CONSULTANT will not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or aof any other individual entity performing or furnishing the work. CONSULTANT will not have the authority or responsibility to stop the work of any Contractor.
- b. Compile punch list from information gathered during substantial completion and final acceptance walkthrough with City and Contractor.

Task 15 RPR SERVICES DURING CONSTRUCTION

A. RPR Services:

1. Provide resident project representation (RPR) services for construction of the project for the purpose of providing assistance to the City during construction for up to 20 hours per week, for up to eighteen (18) months.
 - a. Through such additional observations of Contractor's work in progress and field checks of materials and equipment by the RPR, CONSULTANT shall endeavor to provide further protection for City against defects and deficiencies in the Work. However, CONSULTANT shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work nor shall CONSULTANT have authority over or responsibility for the means, methods, techniques, sequences, or procedures selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to Contractor's work in progress, for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's performing and furnishing the Work, or responsibility for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

- b. The duties and responsibilities of the RPR are limited to those of CONSULTANT as indicated in this Scope of Services, and are further limited and described as follows:
 - i. General: RPR is CONSULTANT's agent at the Site, will act as directed by and under the supervision of CONSULTANT and will confer with CONSULTANT on RPR's actions.
 - a) RPR's dealings in matters pertaining to a Contractor's work in progress shall in general be with CONSULTANT and Contractor, keeping City advised as necessary.
 - b) RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor.
 - c) RPR shall generally communicate with City with the knowledge of and under the direction of CONSULTANT.
 - ii. Liaison
 - a) Serve as liaison with Contractor, working principally through Contractor's superintendent, and assist in providing information regarding the intent of the Contract Documents.
 - b) Assist CONSULTANT in serving as City's liaison with Contractor when Contractor's operations affect City's On-Site operations.
 - c) Assist in obtaining from City additional details or information, when required for proper execution of the Work.
 - iii. Review of Work and Rejection of Defective Work
 - a) Conduct on-Site observations of Contractor's work in progress to assist in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b) Report whenever RPR believes that any part of Contractor's work in progress will not produce a completed project that conforms generally to the Contract Documents or will imperil the integrity of the design concept of the completed project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise CONSULTANT of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
 - iv. Records
 - a) Maintain orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Contract, CONSULTANT's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals received from

and delivered to Contractor, and other project-related documents.

- b) Prepare a daily report or keep a diary or logbook for days which RPR is present on-site, recording Contractor's hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures.
- c) Record names, addresses, fax numbers, e-mail addresses, web site locations and telephone numbers of all Contractors, subcontractors, and major suppliers of materials and equipment.
- d) Maintain records for use in preparing project documentation.
- e) Upon completion of the Work, furnish original set of all RPR project documentation.

v. Payment Requests

- a) Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

c. RPR Shall Not:

- i. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
- ii. Exceed limitations of authority as set forth in this scope of services or the Contract Documents.
- iii. Undertake any of the responsibilities of a Contractor, subcontractors, suppliers, or a Contractor's superintendent.
- iv. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Contractor's work unless such advice or directions are specifically required by the Contract Documents.
- v. Advise on, issue directions regarding, or assume control over safety practices, precautions and programs in connection with the activities or operations of City or Contractor.
- vi. Participate in specialized field or laboratory tests or inspections conducted off-site.
- vii. Accept Shop Drawing or Sample submittals from anyone other than Contractor.

Task 16 RECORD DRAWINGS PREPARATION

A. Record Drawings

1. Obtain and review comments and field changes on the construction plans from City and Contractor.
2. Prepare record drawings based on comments and field changes. The CONSULTANT will not observe on a full-time basis, and will therefore not seal the record drawings. The record drawings will be provided in the following format:
 - a. PDF electronic copy

OTHER ADDITIONAL SERVICES NOT INCLUDED IN THE EXISTING SCOPE OF SERVICES

City and CONSULTANT agree that the following services are beyond the Scope of Services described in the tasks above. However, CONSULTANT can provide these services, if needed, upon the City's written request. Any additional amounts paid to CONSULTANT as a result of any material change to the Scope of the Project shall be agreed upon in writing by both parties before the services are performed. These additional services include, but are not limited to the following:

- Redesign to reflect project scope changes requested by the CITY, required to address changed conditions or change in direction previously approved by the CITY, mandated by changing governmental laws, or necessitated by the CITY's acceptance of substitutions proposed by the contractor.
- Additional Construction Site Visits
- Additional Construction Shop Drawing and Sample Review and Comment
- Traffic Control Plan Details
- Traffic signal design
- Sidewalk design
- Design of any offsite drainage improvements beyond the improvements identified in the scope
- Preparation for and attendance at public meetings
- Furnish additional copies of review documents and/or bid documents in excess of the number of the same identified above.
- Negotiation of easements or property acquisition including temporary right-of-entries.
- Services related to disputes over bid protests, bid rejection, and re-bidding of the contract for construction.
- Performance of materials or specialty testing services.
- Services necessary due to default of the Contractor.
- Services related to damages caused by fire, flood, earthquake or other acts of God.
- Services related to warranty claims, enforcement, and inspection after final completion.
- Services related to Survey Construction Staking.
- Services related to acquiring real property including but not limited to easements, right-of-way, and/or temporary right-of-entries.
- Services to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by the CITY.
- Performance of miscellaneous and supplemental services related to the project as requested by the CITY.
- Retaining wall design
- "Value engineering" after bidding
- Traffic studies or reports
- SWPPP inspections / coordination
- Any services not listed in the Scope of Services

Compensation for Engineering Design Related Services for:

**INDUSTRIAL BOULEVARD PUMP STATION EXPANSION
AND ALSBURY PUMP STATION DECOMMISSIONING**

Total compensation for the CONSULTANT contemplated under the terms of this agreement **shall be a total not-to-exceed \$1,154,795** for all services including reimbursable expenses. The CITY shall compensate the CONSULTANT as follows.

For all Basic Services (Tasks 1-8) the total compensation shall be on a lump sum basis and not to exceed **\$1,064,035**.

For all Special Services (Tasks 9-13) the total compensation shall be on a lump sum basis and not to exceed **\$90,760**.

*For all Anticipated Additional Services (Tasks 14-16) which are indicated in this contract only for reference and budgeting purposes but are not in effect and subject to change in a future amendment, the total compensation is anticipated to be approximately **\$620,680**.*

Progress payments for shall be paid monthly based on the actual work satisfactorily completed per month in each phase, with the following amounts of the total compensation for each phase of the Project:

BASIC SERVICES

• Task 1 – Design Management	\$ 65,235
• Task 2 – Conceptual Analysis	\$ 97,325
• Task 3 – Preliminary Engineering Report	\$236,355
• Task 4 – Preliminary Design	\$296,910
• Task 5 – Final Design	\$269,245
• Task 6 – Construction Contract Documents	\$ 36,405
• Task 7 – Bid Phase Services	\$ 39,310
• Task 8 – TCEQ Chapter 290 Permitting	<u>\$ 23,250</u>

Basic Services Total \$1,064,035

SPECIAL SERVICES

• Task 9 – GST Preliminary Design	\$ 27,735
• Task 10 – GST Final Design	\$ 16,085
• Task 11 – GST Construction Contract Documents	\$ 2,315
• Task 12 – Platting Services	\$ 16,625
• Task 13 – UPRR License Agreement	<u>\$ 28,000</u>

Special Services Total \$ 90,760

ANTICIPATED ADDITIONAL SERVICES

• <i>Task 14 – Construction Contract Administration</i>	<i>\$254,225</i>
• <i>Task 15 – RPR Services During Construction</i>	<i>\$353,705</i>
• <i>Task 16 – Record Drawings Preparation</i>	<i><u>\$ 12,750</u></i>

Anticipated Additional Services Total \$620,680

Lump sum fees (LS) will be invoiced monthly based upon the overall percentage of services performed. Hourly fees (HR) will be invoiced based on actual effort required and CONSULTANT's then current rate schedule.

CONSULTANT will not exceed the total maximum fee shown without authorization from the CITY. Individual task amounts are provided for budgeting purposes only. CONSULTANT reserves the right to reallocate amounts among tasks as necessary.

All permitting, application, and similar project fees will be paid directly by the CITY.

Payment will be due within 30 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.