

CITY OF FAIR OAKS RANCH
STANDARD PROFESSIONAL SERVICES AGREEMENT

THE STATE OF TEXAS §
 §
BEXAR COUNTY §

This Professional Services Agreement ("Agreement") is made and entered by and between the City of Fair Oaks Ranch, Texas, (the "City") a Texas municipality, and Kimley-Horn and Associates, Inc. ("Professional").

Section 1. Duration. This Agreement shall become effective upon execution by the City and shall remain in effect until satisfactory completion of the Scope of Work unless terminated as provided for in this Agreement.

Section 2. Scope of Work.

(A) Professional shall perform the Services as more particularly described in the Scope of Work attached hereto as Exhibit "A". The work as described in the Scope of Work constitutes the "Project". Unless otherwise provided in the Scope of Work, the anticipated submittal of all Project deliverables is immediately upon completion of the Project.

(B) The Quality of Services provided under this Agreement shall be performed with the professional skill and care ordinarily provided by competent Professionals practicing in the same or similar locality and under the same or similar circumstances and professional license, and as expeditiously as is prudent considering the ordinary professional skill and care of a competent Professional holding the same professional license.

(C) The Professional shall perform its Services for the Project in compliance with all statutory, regulatory and contractual requirements now or hereafter in effect as may be applicable to the rights and obligations set forth in the Agreement.

(D) The Professional may rely upon the accuracy of reports and surveys provided to it by the City except when defects should have been apparent to a reasonably competent professional or when it has actual notice of any defects in the reports and surveys.

Exhibit B

Section 3. Compensation.

(A) The Professional shall be paid in the manner set forth in Exhibit "B" and as provided herein.

(B) *Billing Period:* The Professional may submit monthly, or less frequently, an invoice for payment based on the estimated completion of the described tasks and approved work schedule. Subject to Chapter 2251, Texas Government Code (the "Prompt Payment Act"), payment is due within thirty (30) days of the City's receipt of the Professional's invoice. Interest on overdue payments shall be calculated in accordance with the Prompt Payment Act.

(C) *Reimbursable Expenses:* Any and all reimbursable expenses related to the Project shall be included in the scope of services (Exhibit A) and accounted for in the total contract amount in Exhibit "B". If these items are not specifically accounted for in Exhibit A they shall be considered subsidiary to the total contract amount.

Section 4. Changes to the Project Work; Additional Work.

(A) *Changes to Work:* Professional shall make such revisions to any work that has been completed as are necessary to correct any errors or omissions as may appear in such work. If the City finds it necessary to make changes to previously satisfactorily completed work or parts thereof, the Professional shall make such revisions if requested and as directed by the City and such services will be considered as additional work and paid for as specified under following paragraph.

(B) *Additional Work:* The City retains the right to make changes to the Scope of Work at any time by a written order. Work that is clearly not within the general description of the Scope of Work and does not otherwise constitute special services under this Agreement must be approved in writing by the City by supplemental agreement before the additional work is undertaken by the Professional. If the Professional is of the opinion that any work is beyond that contemplated in this Agreement and the Scope of Work governing the project and therefore constitutes additional work, the Professional shall promptly notify the City of that opinion, in writing. If the City agrees that such work does constitute additional work, then the City and the Professional shall execute a supplemental agreement for the additional work and the City shall compensate the Professional for the additional work on the basis of the rates contained in the Scope of Work. If the changes deduct from the extent of the Scope of Work, the contract sum shall be adjusted accordingly. All such changes shall be executed under the conditions of the original Agreement. Any work undertaken by Professional not previously approved as additional work shall be at risk of the Professional.

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Section 5. Time of Completion.

The prompt completion of the services under the Scope of Work is critical to the City. Unnecessary delays in providing services under a Scope of Work shall be grounds for dismissal of the Professional and termination of this Agreement without any or further liability to the City other than a prorated payment for necessary, timely, and conforming work done by Professional prior to the time of termination. The Scope of Work shall provide, in either calendar days or by providing a final date, a time of completion prior to which the Professional shall have completed all tasks and services described in the Scope of Work.

Section 6. Insurance.

Before commencing work under this Agreement, Professional shall obtain and maintain the liability insurance provided for in attached Exhibit C throughout the term of this Agreement and thereafter as required herein.

In addition to the insurance provided for in Exhibit C, Professional shall maintain the following limits and types of insurance:

Professional Liability Insurance: professional errors and omissions liability insurance with limits of liability not less than \$1,000,000 per occurrence covering all work performed by the Professional, its employees, sub-contractors, or independent contractors. If this coverage can only be obtained on a "claims made" basis, the certificate of insurance must clearly state coverage is on a "claims made" basis and coverage must remain in effect for at least two years after final payment with the Professional continuing to furnish the City certificates of insurance.

Workers Compensation Insurance: The Professional shall carry and maintain during the term of this Agreement, workers compensation and employers liability insurance meeting the requirements of the State of Texas on all the Professional's employees carrying out the work involved in this contract.

General Liability Insurance: The Professional shall carry and maintain during the term of this Agreement, general liability insurance on a per occurrence basis with limits of liability not less than \$1,000,000 for each occurrence and for fire damage. For Bodily Injury and Property Damage, coverage shall be no less than \$1,000,000. As a minimum, coverage for Premises, Operations, Products and Completed Operations shall be \$2,000,000. This coverage shall protect the public or any person from injury or property damages sustained

Exhibit B

by reason of the Professional or its employees carrying out the work involved in this Agreement. The general aggregate shall be no less than \$2,000,000.

Automobile Liability Insurance: Professional shall carry and maintain during the term of this Agreement, automobile liability insurance with either a combined limit of at least \$1,000,000 per occurrence for bodily injury and property damage or split limits of at least \$1,000,000 for bodily injury per person per occurrence and \$1,000,000 for property damage per occurrence. Coverage shall include all owned, hired, and non-owned motor vehicles used in the performance of this contract by the Professional or its employees.

Subcontractor: In the case of any work sublet, the Professional shall require subcontractor and independent contractors working under the direction of either the Professional or a subcontractor to carry and maintain the same workers compensation and liability insurance required of the Professional.

Qualifying Insurance: The insurance required by this Agreement shall be written by non-assessable insurance company licensed to do business in the State of Texas and currently rated "B+" or better by the A.M. Best Companies. All policies shall be written on a "per occurrence basis" and not a "claims made" form.

Evidence of such insurance shall be attached as Exhibit "C".

Section 7. Miscellaneous Provisions.

(A) *Subletting.* The Professional shall not sublet or transfer any portion of the work under this Agreement or any Scope of Work issued pursuant to this Agreement unless specifically approved in writing by the City, which approval shall not be unreasonably withheld. Subcontractors shall comply with all provisions of this Agreement and the applicable Scope of Work. The approval or acquiescence of the City in the subletting of any work shall not relieve the Professional of any responsibility for work done by such subcontractor.

(B) *Ownership of Documents.* Upon completion or termination of this Agreement, all documents prepared by the Professional or furnished to the Professional by the City shall be delivered to and become the property of the City. All drawings, charts, calculations, plans, specifications and other data, including electronic files and raw data, prepared under or pursuant to this Agreement shall be made available, upon request, to the City without restriction or limitation on the further use of such materials PROVIDED, HOWEVER, THAT SUCH MATERIALS ARE NOT INTENDED OR REPRESENTED TO BE SUITABLE FOR REUSE BY THE CITY OR OTHERS. ANY REUSE WITHOUT PRIOR VERIFICATION OR ADAPTATION BY THE PROFESSIONAL FOR THE SPECIFIC

Exhibit B

PURPOSE INTENDED WILL BE AT THE CITY'S SOLE RISK AND WITHOUT LIABILITY TO THE PROFESSIONAL. Where applicable, Professional shall retain all pre-existing proprietary rights in the materials provided to the City but shall grant to the City a non-exclusive, perpetual, royalty-free license to use such proprietary information solely for the purposes for which the information was provided. The Professional may, at Professional's expense, have copies made of the documents or any other data furnished to the City under or pursuant to this Agreement.

(C) *Professional's Seal.* To the extent that the Professional has a professional seal it shall placed on all documents and data furnished by the Professional to the City. All work and services provided under this Agreement will be performed in a good and workmanlike fashion and shall conform to the accepted standards and practices of the Professional's industry. The plans, specifications and data provided by Professional shall be adequate and sufficient to enable those performing the actual work to perform the work as and within the time contemplated by the City and Professional. The City acknowledges that Professional has no control over the methods or means of work nor the costs of labor, materials or equipment. Unless otherwise agreed in writing, any estimates of costs by the Professional are for informational purposes only and are not guarantees.

(D) *Compliance with Laws.* The Professional shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts, administrative, or regulatory bodies in any matter affecting the performance of this Agreement, including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Professional shall furnish the City with satisfactory proof of compliance.

(E) *Independent Contractor.* Professional acknowledges that Professional is an independent contractor of the City and is not an employee, agent, official or representative of the City. Professional shall not represent, either expressly or through implication, that Professional is an employee, agent, official or representative of the City. Income taxes, self-employment taxes, social security taxes and the like are the sole responsibility of the Professional.

(F) *Non-Collusion.* Professional represents and warrants that Professional has not given, made, promised or paid, nor offered to give, make, promise or pay any gift, bonus, commission, money or other consideration to any person as an inducement to or in order to obtain the work to be provided to the City under this Agreement. Professional further agrees that Professional shall not accept any gift, bonus, commission, money, or other consideration from any person (other than from the City pursuant to this Agreement) for any of the services performed by Professional under or related to this Agreement. If any

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such gift, bonus, commission, money, or other consideration is received by or offered to Professional, Professional shall immediately report that fact to the City and, at the sole option of the City, the City may elect to accept the consideration for itself or to take the value of such consideration as a credit against the compensation otherwise owing to Professional under or pursuant to this Agreement.

(G) *Force Majeure*. If the performance of any covenant or obligation to be performed hereunder by any party is delayed as a result of circumstances which are beyond the reasonable control of such party (which circumstances may include, without limitation, pending litigation, acts of God, war, acts of civil disobedience, fire or other casualty, shortage of materials, adverse weather conditions [such as, by way of illustration and not of limitation, severe rain storms or below freezing temperatures, or tornados] labor action, strikes or similar acts, moratoriums or regulations or actions by governmental authorities), the time for such performance shall be extended by the amount of time of such delay, but no longer than the amount of time reasonably occasioned by the delay. The party claiming delay of performance as a result of any of the foregoing force majeure events shall deliver written notice of the commencement of any such delay resulting from such force majeure event not later than seven (7) days after the claiming party becomes aware of the same, and if the claiming party fails to so notify the other party of the occurrence of a force majeure event causing such delay and the other party shall not otherwise be aware of such force majeure event, the claiming party shall not be entitled to avail itself of the provisions for the extension of performance contained in this subsection.

(H) In the case of any conflicts between the terms of this Agreement and wording contained within the Scope of Services, this Agreement shall govern. The Scope of Services is intended to detail the technical scope of services, fee schedule, and contract time only and shall not dictate Agreement terms.

Section 8. Termination.

(A) This Agreement may be terminated:

- (1) By the mutual agreement and consent of both Professional and City;
- (2) By either party, upon the failure of the other party to fulfill its obligations as set forth in either this Agreement or a Scope of Work issued under this Agreement;
- (3) By the City, immediately upon notice in writing to the Professional, as consequence of the failure of Professional to perform the services contemplated by this Agreement in a timely or satisfactory manner;
- (4) By the City, at will and without cause upon not less than thirty (30) days written

Exhibit B

notice to the Professional.

(B) If the City terminates this Agreement pursuant to Section 5 or subsection 8(A)(2) or (3), above, the Professional shall not be entitled to any fees or reimbursable expenses other than the fees and reimbursable expenses then due and payable as of the time of termination and only then for those services that have been timely and adequately performed by the Professional considering the actual costs incurred by the Professional in performing work to date of termination, the value of the work that is nonetheless usable to the City, the cost to the City of employing another Professional to complete the work required and the time required to do so, and other factors that affect the value to the City of the work performed at time of termination. In the event of termination that is not the fault of the Professional, the Professional shall be compensated for all basic, special, and additional services actually performed prior to termination, together with any reimbursable expenses then due.

Section 9. Indemnification. Professional shall indemnify, defend and hold harmless the City of Fair Oaks Ranch, Texas and its officials, employees and agents (collectively referred to as "Indemnitees") and each of them from and against all loss, costs, penalties, fines, damages, claims, expenses (including reasonable attorney's fees) or liabilities (collectively referred to as "Liabilities") by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with (i) the performance or non-performance of Services contemplated by this Agreement but only to the extent caused by the negligent acts, errors or omissions, intentional torts, intellectual property infringement, or a failure to pay a sub-contractor or supplier committed by Professional or Professional's agent, consultant under contract, or another entity over which Professional exercises control (whether active or passive) of Professional or its employees, agents or sub-contractors (collectively referred to as "Professional") (ii) the failure of Professional to comply with any of the paragraphs herein or the failure of Professional to conform to statutes, ordinances, or other regulations or requirements of any governmental authority, federal, state or local, in connection with the performance of this Agreement. Professional expressly agrees to indemnify and hold harmless the Indemnitees, or any one of them, from and against all liabilities which may be asserted by an employee or former employee of Professional, or any of its sub-contractors, as provided above, for which Professional's liability to such employee or former employee would otherwise be limited to payments under State Workers' Compensation or similar laws. Nothing herein shall require Professional to indemnify, defend, or hold harmless any Indemnitee for the Indemnitee's own negligence or willful misconduct. Any and all indemnity provided for in this Agreement shall survive the expiration of this

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Agreement and the discharge of all other obligations owed by the parties to each other hereunder and shall apply prospectively not only during the term of this Agreement but thereafter so long as any liability could be asserted in regard to any acts or omissions of Professional in performing Services under this Agreement.

For Professional Liability Claims, Professional shall be liable for reasonable defense costs incurred by Indemnitees but only after final adjudication and to the extent and percent that Professional or Professional's agents are found negligent or otherwise at fault. As used in this Agreement, final adjudication includes any negotiated settlement and release of claims, without limitation as to when a negotiated settlement and release of claims occurs.

Section 10. Notices. Any notice required or desired to be given from one party to the other party to this Agreement shall be in writing and shall be given and shall be deemed to have been served and received (whether actually received or not) if (i) delivered in person to the address set forth below; (ii) deposited in an official depository under the regular care and custody of the United States Postal Service located within the confines of the United States of America and sent by certified mail, return receipt requested, and addressed to such party at the address hereinafter specified; or (iii) delivered to such party by courier receipted delivery. Either party may designate another address within the confines of the continental United States of America for notice, but until written notice of such change is actually received by the other party, the last address of such party designated for notice shall remain such party's address for notice.

Section 11. No Assignment. Neither party shall have the right to assign that party's interest in this Agreement without the prior written consent of the other party.

Section 12. Severability. If any term or provision of this Agreement is held to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining terms or provisions of this Agreement shall not be affected thereby, and in lieu of each such illegal, invalid or unenforceable term or provision, there shall be added automatically to this Agreement a legal, valid or enforceable term or provision as similar as possible to the term or provision declared illegal, invalid or unenforceable.

Section 13. Waiver. Either City or the Professional shall have the right to waive any requirement contained in this Agreement that is intended for the waiving party's benefit, but, except as otherwise provided herein, such waiver shall be effective only if in writing executed by the party for whose benefit such requirement is intended. No waiver of any breach or violation of any term of this Agreement shall be deemed or construed to constitute a waiver of any other breach or violation, whether concurrent or subsequent, and whether of the same or of a different type of breach or violation.

Exhibit B

Section 14. Governing Law; Venue. This Agreement and all of the transactions contemplated herein shall be governed by and construed in accordance with the laws of the State of Texas. The provisions and obligations of this Agreement are performable in Bexar County, Texas such that exclusive venue for any action arising out of this Agreement shall be in Bexar County, Texas.

Section 15. Paragraph Headings; Construction. The paragraph headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof. Both parties have participated in the negotiation and preparation of this Agreement and this Agreement shall not be construed either more or less strongly against or for either party.

Section 16. Binding Effect. Except as limited herein, the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, devisees, personal and legal representatives, successors and assigns.

Section 17. Gender. Within this Agreement, words of any gender shall be held and construed to include any other gender, and words in the singular number shall be held and construed to include the plural, unless the context otherwise requires.

Section 18. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

Section 19. Exhibits. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

Section 20. Entire Agreement. It is understood and agreed that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements or understandings between the parties relating to the subject matter. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally.

Section 21. Relationship of Parties. Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between the parties, it being expressly understood and agreed that no provision contained in this Agreement nor any act or acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this

Exhibit B

Agreement.

Section 22. Right To Audit. City shall have the right to examine and audit the books and records of Professional with regards to the work described in Exhibit A, or any subsequent changes, at any reasonable time. Such books and records will be maintained in accordance with generally accepted principles of accounting and will be adequate to enable determination of: (1) the substantiation and accuracy of any payments required to be made under this Agreement; and (2) compliance with the provisions of this Agreement.

Section 23. Dispute Resolution. In accordance with the provisions of Subchapter I, Chapter 271, TEX. LOCAL GOV'T CODE, the parties agree that, prior to instituting any lawsuit or other proceeding arising from a dispute under this agreement, the parties will first attempt to resolve the dispute by taking the following steps: (1) A written notice substantially describing the nature of the dispute shall be delivered by the dissatisfied party to the other party, which notice shall request a written response to be delivered to the dissatisfied party not less than 5 days after receipt of the notice of dispute. (2) If the response does not reasonably resolve the dispute, in the opinion of the dissatisfied party, the dissatisfied party shall give notice to that effect to the other party whereupon each party shall appoint a person having authority over the activities of the respective parties who shall promptly meet, in person, in an effort to resolve the dispute. (3) If those persons cannot or do not resolve the dispute, then the parties shall each appoint a person from the highest tier of managerial responsibility within each respective party, who shall then promptly meet, in person, in an effort to resolve the dispute.

Section 24. Disclosure of Business Relationships/Affiliations; Conflict of Interest Questionnaire. Professional represents that it is in compliance with the applicable filing and disclosure requirements of Chapter 176 of the Texas Local Government Code.

Section 25. Boycott Israel. The City may not enter into a contract with a company for goods and services unless the contract contains a written verification from the company; (i) it does not Boycott Israel; and (ii) will not Boycott Israel during the term of the contract. (Texas government code chapter 2270) by entering this agreement, Professional verifies that it does not Boycott Israel, and agrees that during the term of the agreement will not Boycott Israel as that term is defined in the Texas Government Code Section 808.001, as amended.

Section 26. Multiyear contract. "The Parties acknowledge and agree that Article 11, Sections 5 and 7 of the Texas Constitution prohibits municipalities from incurring debt beyond its current budget year without first providing for a 2% percent sinking fund. As this Agreement provides for payment of \$247,000 in the City's fiscal year ending on September 30, 2019 (FY 18-19) the Parties hereby agree that: **notwithstanding any**

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provision of this Agreement to the contrary the City's obligation to make payment on this Agreement shall terminate on September 30, 2019, unless City Council, on or before such date, provides in the City's FY 19-20 budget for the continuation of funding of this Agreement. Should City Council fail to provide such funding for FY 19-20, the City shall have no further financial obligation under this agreement after September 30, 2019, and the Professional shall have no further obligation under this Agreement save and except its obligation to complete all work for which payment was made by City in FY 18-19. It is City Council's intent to use its best efforts to obtain and appropriate funds for the FY 19-20 payment.

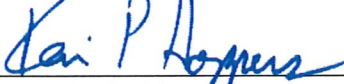
Exhibit B

EXECUTED, by the City on this the 18th day of April, 20 19.

CITY:

By: 
Name: Tobin Maples
Title: City Manager

PROFESSIONAL:

By: 
Name: Kevin Hoppers
Title: Vice President

ADDRESS FOR NOTICE:

CITY

City of Fair Oaks Ranch
Attn: City Secretary
7286 Dietz Elkhorn
Fair Oaks Ranch, TX 78015

PROFESSIONAL

with a copy to:

City Attorney
City of Fair Oaks Ranch, Texas
Attn: Charles E. Zech
2517 N. Main Avenue
San Antonio, Texas 78212

Exhibit B

Exhibit "A & B"

Scope of Services and Compensation

Exhibit B

EXHIBIT A and B

CITY OF FAIR OAKS RANCH ELEVATED STORAGE TANK SCOPE OF SERVICES

Project Understanding

The Professional (or Consultant) understands that the City of Fair Oaks Ranch (the City) wishes to construct a new 0.5 million gallon (MG) elevated water storage tank (the Project) and has identified 3 potential tank sites to be evaluated, 2 of which are outside the City limits and located within the ETJ. The water storage tank project shall also include on-site piping as well as a tie-in to an existing offsite 12-inch water main, grading, site drainage, electrical system, SCADA controls, fencing, and site roadway.

Scope of Services

The Consultant will in accordance with the terms and conditions of the Contract provide project management, plans, specifications, bid phase services, and construction phase services for the project.

Task 1 – Project Management

1.1 - Project Schedule

Consultant will prepare and submit project schedule in Microsoft Project, for review and approval by City. The schedule will reflect the agreements made during the scoping meeting and subsequent negotiations. An updated project schedule will be maintained and submitted with each invoice to reflect City approved changes/delays in the project.

Deliverable – One (1) Microsoft Project Schedule in PDF.

1.2 - Sub-Consultant Management

Consultant will manage, coordinate, and be responsible for all efforts of its sub-consultants participating in the project. This includes, but is not limited to, distribution and coordination of work among the sub-consultants, review and payment of monthly progress and billing, quality assurance and control of the work and submittals by the sub-consultants.

1.3 - Quality Assurance and Control Reviews

Consultant will manage and be responsible for the quality of all its deliverables, which includes following an established QA/QC program comprised of high-level staff. The program will include reviews at each milestone along with discipline coordination, constructability reviews, and interim reviews by project staff.

Task 2 – City Council / Public Outreach

Consultant will engage in coordination with the City Council as well as citizens throughout the design and construction phases of the Project.

Exhibit B

The following is the anticipated sequence for Section 2.1 and 2.2:

- At the beginning of the 30% Design Phase, Consultant will host initial workshop to introduce project to the public and provide anticipated site locations, design criteria, and describe site selection process.
- After initial workshop, consultant will attend a City Council meeting to discuss the initial public input received from workshop.
- Once 30% due diligence is completed, Consultant will host a second public workshop to present findings and offer another opportunity to re-engage the public for final input.
- Consultant will then attend a second City Council meeting to present 30% tank site and style analysis. Draft 30% Technical Memorandum (TM) will be submitted at this time.
- After public and council input, Consultant will host 30% design workshop with City Staff to discuss the draft TM and compile any other comments prior to finalizing.
- Once comments are addressed and final TM is submitted to the City, consultant will attend a third City Council briefing for final site recommendation and approval.
- Consultant will attend City Council meeting during 60% Design Phase to provide progress of tank design and stakeholder input.
- At the beginning of the Construction Phase, Consultant will host a final public workshop prior to contractor mobilizing to inform the public of construction schedule, sequencing, and potential impacts.

The Consultant will perform the following professional services:

2.1 – City Council Briefings

The Consultant will prepare briefing materials for City Staff review and participate in City Council briefings. The consultant will prepare discussion topics for City Council focused upon areas of diverse opinion from the workshops in a manner that allows City Council to discuss issues and provide policy direction for City Staff and the Consultant.

The following meetings are included in this Scope of Services:

- 30% Design Phase
 - One (1) briefing to discuss input received from community workshop, including a presentation prepared by the Consultant
 - One (1) briefing to discuss results of 30% tank site and style analyses, including a presentation prepared by the Consultant.
 - One (1) briefing in a support role to City Staff and approval of final tank site selection
- 60% Design Phase
 - One (1) briefing to discuss progress on the design of the tank, including a presentation prepared by the Consultant
- Bid Phase
 - One (1) briefing in a support role to City Staff to discuss bid results and construction contract award/approval.

Deliverable

- *PowerPoint presentation (when required)*

Exhibit B

2.2 – Community Workshops

Community workshops provide the opportunity for sharing information about the elevated storage tank project with a large group of individuals. They give those individuals a way to become educated on the projects opportunities and constraints, provide comments and share concerns. Importantly, workshops also allow for dialogue among participants. This increases community members' understanding of the various interests affected by the elevated storage tank and helps to build a process consensus about the best location for the facility.

The following workshops/meetings are included in this Scope of Services:

- 30% Design Phase
 - One (1) workshop (Open House Format) will be held during the initial input process. Any interested individuals and organizations will be invited to participate and provide their feedback for consideration during site assessment. Consultant will provide anticipated site locations, design criteria, and site selection process.
 - One (1) debrief meeting with City Staff will follow the initial workshop to discuss input received and prepare for City Council briefing.
 - One (1) workshop (Open House Format) will be held after due diligence has been performed related to the various sites under consideration and will offer participants the opportunity to review and understand opportunities and constraints related to each site under consideration, and provide feedback related to their individual preferences related to the project.
 - One (1) debrief meeting with City Staff will follow the initial workshop to discuss input received and prepare for City Council briefing.
- Construction Phase
 - One (1) workshop (Open House Format) will be held prior to the contractor mobilizing to begin construction to inform the community of items such as construction schedule and sequence and potential impacts to the public during construction.

Deliverable

- *PowerPoint presentation per workshop*
- *Meeting notes per workshop in PDF*
- *Sign-in sheet per workshop*
- *Up to six (6) hard copy of tank renderings (24"x36") total*
- *One (1) aerial exhibit of each potential site location (24"x36")*

2.3 – Website Support

The Consultant will prepare content for up to four (4) project updates for inclusion by the City in their project website.

Deliverable

- *One (1) Word document with project status information per update*
- *Basic graphical content, such as tank drawings, photos and schedules, for inclusion in the project website*

Exhibit B

TASK 2 – Services/Deliverables provided by City:

- Notices to public of workshops.
- Prepare and update project website.

Task 3 – 30% Design Phase

City will provide the Consultant with written Notice to Proceed (NTP) at which time the work for the 30% Design Phase shall be initiated. The primary purpose of the 30% Design Phase is to gather data and perform site analysis on up to five (5) sites for the 0.5 MG elevated storage tank. Potential sites to be evaluated may include the 3 referenced in the “Project Understanding” as well as 2 other sites.

The Consultant will perform the following professional services for this project phase:

3.1 – Project Kick-Off Meeting

Consultant will conduct a project kick-off meeting with City staff to discuss project schedule, establish lines of communication, and other items related to the project.

Deliverable – Meeting Agenda, Sign-in Sheet, and Meeting notes in PDF.

3.2 – Data Collection / Existing Information / Utility Coordination

Consultant will obtain existing background information, including utility maps and records drawings on existing utilities and infrastructure for the proposed tank site. Consultant will coordinate with the following:

- a. City staff
- b. Federal Aviation Administration (FAA)
- c. Texas Commission on Environmental Quality (TCEQ)
- d. Franchise utilities (gas, phone, electric)
- e. Kendall/Comal County
- f. Guadalupe-Blanco River Authority (GBRA) - (Assumed One (1) Mtg)
- g. Camp Bullis/Camp Stanley - (Assumed One (1) Mtg)
- h. Private Developers – (Assumed Two (2) Mtgs)
- i. Private Property Owners

Deliverable – Meeting Agenda, Sign-in Sheet, and Meeting notes in PDF.

3.3 – Tank Analysis

Consultant will perform tank analysis for multiple sites and three (3) tank styles. Tank will be evaluated based on the following criteria:

- Initial capital and maintenance cost per site and tank style
- Site location and site footprint constraints
- Hydraulic analysis and system improvements
- Stakeholder input (FAA, GBRA, Camp Bullis, Private Developers)
- Additional criteria based on public input (Workshops)
- Pros and Cons of internal tank storage

3.4 - Hydraulic Analysis

Exhibit B

City will provide Consultant with the City's water model in Innovyze Info Water software format for Consultant's use. Consultant will review and use model to analyze tank site locations and perform a hydraulic analysis for integration of new elevated storage tank in City of Fair Oaks Ranch water distribution system as well as analyzing impact to City's existing infrastructure such as pipes, pumps, and control valves. Hydraulic analysis will include evaluation of tank's overflow elevation and evaluate the pros and cons of a higher tank overflow elevation with pressure regulating valve(s) or lower tank overflow elevation with future booster station to serve higher-elevation areas within the pressure plane. Consultant will provide system improvement recommendations to the City.

3.5 – Technical Memorandum

Consultant will develop a technical memorandum (TM) that summarizes site analysis, tank style analysis, public outreach, hydraulic analysis, and findings during the 30% design phase. This TM will recommend final site and tank style selection to City for final approval.

Deliverable

- *Four (4) copies of Draft Technical Memorandum.*
 - i. *30% Design Phase Schematic Site Plan for up to five (5) tank sites. (11"x17")*
 - ii. *30% Tank Elevation Drawing up to two (2) tank styles. (11"x17")*
- *Four (4) copies of final Technical Memorandum.*
 - i. *30% Design Phase Schematic Site Plan for up to five (5) tank sites. (11"x17")*
 - ii. *30% Tank Elevation Drawing up to two (2) tank styles. (11"x17")*
- *Four (4) copies of preliminary Opinion of Probable Construction Cost (OPCC) per site and tank style evaluated*
- *Updated water model in Innovyze Info Water software format*
- *One (1) hard copy of tank rendering (24"x36")*

3.6 – 30% Design Workshop

Consultant will conduct a 30% design review workshop for the City staff following the completion of the City's review of the 30% design submittal. This workshop will be tailored to review, discuss, and finalize specific aspects of the design criteria and concepts and to discuss City's review comments. Workshop will be followed by City Council briefing as identified in Task 2.1 for approval of recommended tank style and site location prior to initiating the 60% Design Phase.

Deliverable – Meeting Agenda, Sign-in Sheet, Meeting Notes and Comment Responses in PDF.

Prepare written response to comments based on City's comments to 30% Design and submit to City in electronic format. Comments will be incorporated into the 60% Design Documents.

TASK 3 – Services/Deliverables provided by City:

- City will acquire ROE(s) and perform coordination needed to facilitate access to Consultant for site visits and surveying, to the extent required by master scope/contract with the City as well as facilitate access that may be needed by other team members for such activities as geotechnical drilling/data collection, or project reconnaissance.
- A copy of the most recent master plan, and any other report or analysis associated with the proposed elevated tank.
- Copies of the most recent water system maps in the area of the proposed elevated tank sites.

Exhibit B

- Provide data for the hydraulic analysis to establish required settings.
- Copies of record drawings for existing infrastructure.
- Review and comment on the 30% Design Phase submittals.
- Attend the draft review workshop.
- City will provide contact information for Camp Bullis and Camp Stanley.

Task 4 - 60% Design Phase

The Consultant will perform the following professional services for this project phase, once 30% Design Phase has been approved by the City:

4.1 – 60% Project Kick-Off Meeting

Consultant will conduct a project kick-off meeting with City Staff to discuss field work, tank civil/mechanical design considerations, and electrical design considerations.

4.2 - Survey

The Consultant will perform a horizontal and vertical survey of the proposed elevated storage tank site as well as for the tie-in of the proposed access driveway and water line to the existing roadway and water main. Survey will identify property lines, right-of-way lines, contours, benchmarks, geotechnical bores, subsurface utility exploration, topographic features, apparent locations of existing utilities marked on the surface by DIGTESS, and appurtenances such as manholes, manhole inverts, sanitary sewer cleanouts, valve lid elevations, vaults, top of nut elevations, fences, drainage structures, existing easements, etc.

Perform a tree inventory, in accordance with City of Fair Oaks ordinance (Article III, Section 6).

Establish horizontal and vertical control points at the proposed tank site and off-site waterline, if applicable. For the purposes of this scope, the access driveway and water line tie-ins are assumed to be immediately adjacent to the selected tank site. Should an access road and water line extension be required, the survey and design services will be covered under Task 9.1.

4.2.1 – Easement Documents

Consultant shall provide up to two (2) permanent/temporary easements documents (field notes and exhibits) for the properties affected by this project. City will prepare the agreement and handle the acquisition process. Consultant shall research property ownership of the affected parcel and ad joiners, and obtain copies of deeds, subdivision plats, right-of-way (ROW) maps, easements, and ownership addresses for tank site and waterline route, if applicable.

Consultant shall provide three (3) copies of final signed and sealed easement documents with closure report for each permanent and temporary easement, to City. In addition, one (1) copy will be provided in Adobe Acrobat PDF format.

4.3 - Geotechnical Investigation

Consultant will perform geotechnical analysis of the proposed tank site and waterline utilizing a qualified geotechnical laboratory to determine subsurface conditions and make recommendations

Exhibit B

regarding foundation design parameters at the proposed tank site. The geotechnical analysis will include the following:

- Subsurface exploration including up to four (4) sample bores at varied depths at the proposed tank site.
- Laboratory tests for classification purposes and strength characteristics.
- Engineering services that address soil and groundwater conditions as well as recommendations for foundations, floor slab and earthwork.

Prepare a geotechnical report that presents the results of the field and laboratory data as well as analysis and recommendations. The data contained in the geotechnical report will be made available to Contractors during the bidding process for informational purposes only.

Deliverable – One (1) Geotechnical Report in PDF

4.4 – Subsurface Utility Exploration (SUE)

Consultant will provide Quality Service Level A subsurface utility exploration (SUE) services to identify the location and depth of existing utilities.

- Maximum of five (5) locations are included in this scope at an average depth of 0-15 feet. Three (3) of the five (5) locations to include cost for traffic control and associated City permitting.

Consultant shall provide City with a SUE pothole plan for review, approval, and coordination by City prior to actual SUE work. The plan is to show approximate location of existing utilities and proposed locations of potholes for utility identification. Changes to the plan shall be documented and re-submitted to City for approval and record purposes. This service does not include City Police Officer or expedited permitting fees.

4.5 – Civil/Mechanical Design Services

Consultant will perform civil and mechanical engineering services for the proposed water tank. The civil/mechanical design will include the following:

- Chlorine residual monitoring
- Control valve
- Site Plan
- Tank Schematics
- Cathodic Protection
- Yard piping and tie-in to existing water system
- Vault/Enclosure for control valve
- General site grading and drainage
- Provisions for future disinfection facilities and considerations for future GBRA interconnection

4.6 – Electrical Engineering Services

Consultant will perform electrical engineering services for the proposed water tank. The electrical design will include the following:

Exhibit B

- General electrical design
- Design of obstruction lighting in accordance with FAA requirements
- Site lighting at the base of the elevated storage tank
- Design and specification of SCADA equipment that will interface with the existing SCADA system
- Chlorine Residual Monitoring
- Motorized Control Valves
- Security cameras.
- Key pad and gate opener
- Emergency power requirements (assumed that no generator will be required)
- Pressure and level transmitters
- Provisions for antenna space leasing
- Provisions for future disinfection facilities

4.7 - 60% Construction Drawings

Consultant will prepare engineering plans in half-size (11" x 17") format. The Consultant will provide the following information on the 60% plan sheets:

1) Information Sheets

- Cover
- Sheet Index
- General Notes
- Project Control Plans

2) Civil Sheets (Elevated Storage Tank and Waterline)

- Site Plan
- Yard Piping (Plan View Only)
- Project Layout (Waterline Only)
- Plan View Sheets
- Elevations
- Sections
- Drainage Plan
- Grading
- Landscaping
- Tank Details
 - Elevation view (including tank operational range)
 - Plan view (tank roof and pedestal)
 - Control valve detail
 - Overflow detail
 - Vent detail
 - Other misc. tank details as needed
- Waterline Details
- Control Valve Details
- Erosion Control Plans and Details

Exhibit B

3) Electrical Sheets (Elevated Storage Tank)

- Site plan
- Electrical one line
- Miscellaneous controls
- SCADA sheets
- Instrumentation
- Security
- Details
- Grounding
- Cable and conduit schedule
- Lighting
- Legend
- Panel layouts and schedule

Deliverable – Four (4) sets of 60% Construction Drawings and one (1) electronic copy in PDF.

4.8 - 60 % Specifications

Consultant will include technical specifications for materials and installation of proposed facilities only. No Contract Documents will be provided at the 60% stage.

Deliverable – Four (4) sets of 60% Specifications and one (1) electronic copy in PDF.

4.9 – 60% Opinion of Probable Construction Cost

Consultant will prepare and submit an Engineer's Opinion of Probable Construction Cost (OPCC) with the 60% design plans and specifications.

Deliverable – Four (4) sets of 60% OPCC and one (1) electronic copy in PDF.

4.10 – 60% Design Workshop

Consultant will conduct a 60% Design review workshop for the City staff following the completion of the City's review of the 60% design submittal. This workshop will be tailored to review, discuss, and finalize specific aspects of the design criteria and concepts and to discuss City's review comments prior to initiating 90% Design.

Prepare written response to comments base on City's comments to 60% Design and submit to City in electronic format. Comments will be incorporated into the 90% Design Documents.

Deliverable – Meeting Agenda, Sign-in Sheet, Meeting Notes and Comment Responses in PDF.

4.11 – 60% Utility & Stakeholder Coordination Meetings

Consultant will prepare for and conduct coordination meetings upon completion of the 60% Design Workshop. These coordination meetings will include all applicable utility companies and other affected agencies, such as

- a. City Staff – (Assume Two (2) Mtgs)
- b. Federal Aviation Administration (FAA)
- c. Texas Commission on Environmental Quality (TCEQ)

Exhibit B

- d. Franchise utilities (gas, phone, electric)
- e. Kendall/Comal County
- f. Guadalupe-Blanco River Authority (GBRA) - (Assumed One (1) Mtg)
- g. Camp Bullis/Camp Stanley - (Assumed One (1) Mtg)
- h. Private Developers – (Assumed One (1) Mtg)
- i. Private Property Owners

In addition, to the formal in-person coordination meeting listed above, this scope item will include informal coordination and meetings required to keep open lines of communication with stakeholders/agencies listed above. This scope item will also include attendance of one (1) City Council briefing as identified in Task 2.1 to discuss progress on the design of the tank, including a presentation prepared by the Consultant.

Deliverable – Meeting Agenda, Sign-in Sheet, Meeting notes in PDF, and Up to two (2) Misc. Exhibit (11"x17")

TASK 4 – Services/Deliverables provided by City:

- Review and comment on the 60% submittal.
- Attend the 60% design review workshop.
- Review and comment on 60% design review workshop meeting minutes.
- Acquire private property to be used for elevated storage tank, if required.

4.12 – Permit Preparation

Consultant will begin to prepare drawings and documents for permits related to this project. This will include FAA permit and TCEQ permits. Final permit submittal documents will be provided to City at the completion of 100% design.

Task 5 - 90% and 100% Design Phase

The Consultant will perform the following professional services for this project phase, once 60% Design Phase has been approved by City:

5.1 – Easement Acquisition Support

In addition to easement services discussed in the 60% Design Phase, Consultant will provide engineering support for easement acquisition during the 90% Design Phase by researching and responding to landowner and other stakeholder inquiries, meeting with landowner and other stakeholders during the acquisition process, and creating exhibits and documents associated with engineering support of City's acquisition efforts. As part of this effort the Consultant will attend up to one (1) meeting. This effort does not include attendance and testimony at condemnation hearings.

5.2 - 90% Construction Drawings, Specifications, and OPCC

Consultant will prepare engineering plans in half-size (11" x 17") format. Consultant will also include technical specifications for materials and installation of proposed facilities only. No Contract Documents will be provided at the 90% stage. Consultant will prepare and submit an Engineer's Opinion of Probable Construction Cost (OPCC) with the 90% design plans and specifications.

Exhibit B

Deliverable

- Four (4) sets of 90% Construction Drawings and one (1) electronic copy in PDF
- Four (4) sets of 90% Specifications and one (1) electronic copy in PDF.
- Four (4) sets of 90% OPCC and one (1) electronic copy in PDF.

5.3 – 90% Design Workshop

Consultant will conduct a 90% Design review workshop for the City staff following the completion of the City's review of the 90% design submittal. This workshop will be tailored to review, discuss, and finalize specific aspects of the design criteria and concepts and to discuss City's review comments prior to initiating 100% Design.

Prepare written response to comments based on City's comments to 90% Design and submit to City in electronic format. Comments will be incorporated into the 100% Design Documents.

Deliverable – Meeting Agenda, Sign-in Sheet, Meeting Notes and Comment Responses in PDF.

5.4 - 100% Construction Drawings, Specifications, and OPCC

Consultant will prepare engineering plans in half-size (11" x 17") format. Consultant will include technical specifications for materials and installation of proposed facilities as well as front end documents according to Engineers Joint Contract Documents Committee (EJCDC) guidelines. The City will provide input on the EJCDC front end documents, including the use of Supplementary Conditions or any other requested modifications. The City may elect to select a contractor based on "lowest responsible bidder" or "best value bid", and the front end documents prepared by the Consultant will reflect the preferred approach. Consultant will prepare and submit an Engineer's Opinion of Probable Construction Cost (OPCC) with the 100% design plans and specifications.

Deliverable

- Four (4) sets of 100% Construction Drawings and one (1) electronic copy in PDF
- Four (4) sets of 100% Specifications and one (1) electronic copy in PDF.
- Four (4) sets of 100% OPCC and one (1) electronic copy in PDF.

TASK 5 – Services/Deliverables provided by City:

- Review and comment on the 90% submittal.
- Attend the 90% design review workshop.
- Review and comment on the 90% design review workshop meeting minutes.
- Provide input on the EJCDC front end documents.

Task 6 – Bid Phase

The Consultant will perform the following professional services for this project phase:

6.1 - Bid Ready Documents

Upon written notification from City, Consultant will proceed with providing Contract Documents (bid sets) for bidding. The Contract documents will be submitted electronically to the City.

Exhibit B

Consultant will provide one (1) copies on CD of plans, specifications and Contract Documents in Adobe Acrobat PDF format for project advertisement. Four (4) hardcopy bidding documents will be provided and any additional sets of hardcopy bidding documents shall be printed, only upon City's authorization, as Additional Services.

6.2 – Pre-bid conference

Consultant will attend the Pre-bid Conference to present the project to prospective bidders and respond to questions. Consultant will submit a draft agenda for City's review at least one (1) working day prior to conference and distribute the approved agenda and a sign-in sheet at the conference. Consultant will prepare meeting minutes within three (3) working day following the conference and provide a draft to the City PM for review. After incorporating all of City's comments, Consultant will submit the final minutes electronically.

6.3 – Responses to Questions

Consultant will provide written interpretation of the intent of plans and specification (Contract Documents) to City for distribution to potential bidders. Consultant will prepare a log of all bidders' questions and provide response. Any changed to the contract documents resulting from bidders' questions will be addressed formally through an addendum.

6.4 – Prepare Addenda

Consultant will prepare addenda required to clarify, correct or change the bid documents. Consultant will also revise the OPCC, if necessary. Addenda will be provided in Adobe.pdf format and sealed by responsible engineer(s). Addenda will be issued to bidder through the City.

6.5 – Evaluation of Bids

City will provide consultant with the bid tabulation and the bid packets. Consultant will review the bid packet(s), verify the accuracy of the bid tabulation, determine if the apparent low bidder is the lowest responsible bidder, and prepare a letter of recommendation of award. At a minimum, the bid packet review will examine previous project history (contact client references), proposed superintendents' work history, financial viability (financial strength, payment performance, credit worthiness, etc.), and OHSA safety records. Consultant will also assess the bid for balance. Consultant will consult with City as to the acceptability of major subcontractors, suppliers, and other entities included in the bid packet.

6.6 – Conformed Documents

Per the addenda issued, Consultant will update the Contract. Consultant will provide three (3) hard copy sets of half-size (11"x17") plans and three (3) hard copy sets of specifications. One (1) CD containing the plans and specifications for the project in PDF format. Conformed sets will be sealed and signed by a professional engineer in the state of Texas.

6.7 – Bid Phase Deliverables

In summary, Consultant will provide the following deliverables to City as part of the bid phase services:

- Contract documents (bid sets) and final OPCC
- Pre-bid meeting agenda and meeting minutes
- Addenda
- Written response to question from bidders

Exhibit B

- Letter of recommendation of award
- Conformed drawings and specifications (hard copies and one PDF)

Task 7 – Construction Phase Services

The Consultant will perform the following professional services for this project phase:

7.1 – Pre-Construction Conference

Consultant will attend a Pre-Construction Conference prior to commencement of construction activity.

7.2 – Visit to Site and Observation of Construction

Consultant will make up to twelve (12) site visits to observe the progress of the work. Such observations will not be exhaustive or extend to every aspect of Contractor's work. Observations will to be limited to spot checking, selective measurement, and similar methods of general observation. Based on information obtained during site visits, Consultant will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and Consultant will keep Client informed of the general progress of the work.

Consultant will not supervise, direct, or have control over Contractor's work, nor shall Consultant have authority to stop the Work or have responsibility for the means, methods, techniques, equipment choice and usage, schedules, or procedures of construction selected by Contractor, for safety programs incident to Contractor's work, or for any failure of Contractor to comply with any laws. Consultant does not guarantee the performance of any Contractor and has no responsibility for Contractor's failure to perform its work in accordance with the Contract Documents.

7.3 – Construction Progress Meetings

Consultant shall attend bi-monthly meetings for the first three (3) months of construction followed by monthly construction meetings thereafter for a total of fifteen (15) construction progress meetings. Consultant will prepare agenda and meeting minutes. For the purposes of this Agreement it is anticipated that the construction period will be twelve (12) months.

7.4 – National Associations of Corrosion Engineering (NACE) Certified Inspections

Consultant will provide NACE Certified Resident Inspector to provide necessary certifications for paint system regardless of tank style. Inspector will prepare weekly status reports. Inspector will determine by measurement and observation that the applicator fully complies with specification requirement and that work performed matches the required standard of quality, determine that all essential raw materials are stored correctly and used in batches within the manufacturer's recommended shelf life, maintain records of all work done, the conditions under which it was done, and any other appropriate report items required by the City and perform other duties as request by City through supplemental services. NACE certified Inspection services include the following.

- Abrasive blasting and primer coating the tank interior and exterior (up to 13 visits)
 - Visit the site each day of abrasive and primer coatings and preparation of primer coating for application of intermediate coating for compliance with project specifications.

Exhibit B

- Reports will be provided once per week for each visit. Reports will include photos.
- Intermediate coating the tank interior and exterior (up to 7 visits)
 - Visit the site at the beginning of coating application, during coating application, and after intermediate coating application is completed and coating is prepared for finish coating.
 - Reports will be provided once per week for each visit. Reports will include photos.
- Finish coating the tank interior and exterior (up to 8 visits)
 - Visit the site during coating application and completion of exterior and interior coating application for compliance with project specifications.
 - Visit the site to observe contractor performing holiday testing.
 - Reports will be provided once per week for each visit. Reports will include photos.

7.5 – Pay Estimate Reviews

Based on its observations and on review of applications for payment and supporting documentation, Consultant will determine amounts that Consultant recommends Contractor be paid. Such recommendations will be based on Consultant's knowledge, information and belief, and will state whether in Consultant's opinion Contractor's work has progressed to the point indicated, subject to any qualifications stated in the recommendation. For unit price work, Consultant's recommendations of payment will include determinations of quantities and classifications of Contractor's work, based on observations and measurements of quantities provided with pay requests. Consultant's recommendations will not be a representation that its observations to check Contractor's work have been exhaustive, extended to every aspect of Contractor's work, or involved detailed inspections.

7.6 – Shop Drawings/Submittal Review

Consultant will review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, schedules, or procedures of construction or to related safety programs.

Substitutes and "or-equal." Consultant will evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor in accordance with the Contract Documents. Consultant will develop special condition in the bid documents for contractor to submit "or equal" substitutions with bid.

7.7 – Requests for Information (RFI)

Consultant (or the appropriate sub-consultant) will respond to all questions and concerns that may arise during construction. Clarifications and interpretations of the Contract Documents will be consistent with the intent of the Contract Documents. Responses will be provided in writing, using City's standard format, if applicable.

Exhibit B

7.8 – Requests for Proposals (RFPs) and Change Orders (COs)

Consultant may recommend Change Orders to the Client, and will review and make recommendations related to Change Orders submitted or proposed by the Contractor.

7.9 – Substantial and Final Completion Walk-through

Substantial Completion. Consultant will, after notice from Contractor that it considers the Work ready for its intended use, in company with Client and Contractor, conduct a site visit to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list.

Final Notice of Acceptability of the Work. Consultant will conduct a final site visit to determine if the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list so that Consultant may recommend final payment to Contractor. Accompanying the recommendation for final payment, Consultant shall also provide a notice that the Work is generally in accordance with the Contract Documents to the best of Consultant's knowledge, information, and belief based on the extent of its services and based upon information provided to Consultant.

Task 8 – Record Drawings

8.1 – Record Drawings

Consultant will prepare Contract Record Drawings for the project, based on as-built redlines provided by the contractor.

Deliverable

- *One (1) CD or USB with the following.*
 - *Record Drawings in PDF*
 - *AutoCAD Project files (2018)*

Task 9 – Supplemental Services

Supplemental Services shall only be performed by Consultant upon written authorization from City, which may require an amended professional services agreement for approval. All supplemental services funds are subject to reallocation to other tasks depending on actual project needs.

9.1 – Off-Site Engineering Design

This scope is intended to encompass the design associated with items that were not clearly defined at the time of scoping and fee development due to multiple sites that are to be evaluated during the 30% Design Phase. Items in this task may include, but are not limited to, design of adjacent off-site utilities that need to be extended, off-site access road, and off-site drainage. For the purposes of this Scope of Services, it is assumed that this offsite engineering will consist of the design of 6,000 linear feet of offsite water line and access road extension, including the development of plan sheets for this infrastructure.

9.2 – Pedestal Storage

Exhibit B

The Consultant will develop plans and specifications for the addition of a storage floor within the pedestal of the proposed elevated storage tank (concrete pedestal only). The storage floor will consist of a concrete floor, access stairs, jib crane, and lighting. Should a finished floor be required (including ceiling, HVAC, and access compliant with the Americans with Disabilities Act), then additional services will be required.

9.3 – Additional City Council / Public Outreach

Consultant will coordinate and prepare for up to three (3) additional community workshops and/or City Council briefings.

Deliverable – Update power point presentation, Meeting Agenda, Sign-in Sheet, Meeting Notes and one (1) exhibit (24"x36") per meeting.

9.4 – Additional SUE Services

At the direction of City Staff, the Consultant may be required to perform additional SUE potholes beyond those scoped for the project, and conduct surveying as required to tie-in potholed features into design documents. This scope will include three (3) additional potholes.

9.5 – Additional Geotechnical Services

At the direction of City Staff, the Consultant may be required to perform additional Geotechnical borings beyond those scoped for the project. This scope will include up to three (3) additional borings at an average depth of 10-feet deep. This scope will assume that Consultant will mobilize one (1) additional time and all necessary traffic control, surveying, and permits will be included.

9.6 – TCEQ Edward Aquifer Contributing Zone Plan

For projects within the Contributing Zone of the Edwards Aquifer, approval of a Contributing Zone Plan ("CZP") is typically required in conjunction with the on-site civil construction plan review. The Consultant will prepare and submit one application package for review of the CZP for the proposed project. The Consultant will submit the application package to the Client for review, address one round of comments, and then submit it to TCEQ for review.

9.7 GBRA Interconnection and Disinfection Facilities

The Consultant will develop plans and specifications for the addition of a chlorine booster system for the interconnection of GBRA to the elevated storage tank. The chlorine booster system will consist of a gas chlorine system with 150-lb cylinders contained within a fiberglass enclosure.

Additional Services

Additional services to be performed if authorized by City, but which are not included in the above-described Scope of Services, are as follows:

- A. Additional sets of bidding documents.
- B. Establish new survey monuments.
- C. Construction staking (contract documents will require the contractor to perform).
- D. Radio path study for SCADA.
- E. Preparation of Construction Contract Change Orders.

Exhibit B

- F. Preparation and obtaining Storm Water Pollution Prevention Plan (SWPPP) permit (contract documents will require the contractor to prepare and obtain).
- G. Accompanying City when meeting with the TCEQ, U.S. Environmental Protection Agency, or other regulatory agencies during the course of the Project, beyond those meetings identified above. The Consultant will assist City on an as-needed basis in preparing compliance schedules, progress reports, and providing general technical support for City's compliance efforts.
- H. Assisting City or Contractor in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this Agreement. Such services, if any, will be furnished by Consultant on a fee basis negotiated by the respective parties outside of and in addition to this Agreement.
- I. Sampling, testing, or analysis beyond that specifically included in the Scope of Services referenced herein above.
- J. Preparing applications and supporting documents for government grants, loans, or planning advances, and providing data for detailed applications.
- K. Appearing before regulatory agencies or courts as an expert witness in any litigation with third parties or condemnation proceedings arising from the development or construction of the Project, including the preparation of engineering data and reports for assistance to City.
- L. Providing professional services associated with the discovery of any hazardous waste or materials in the project site.
- M. Any additional changes to the Contract Documents necessary to break the project into phases or bidding portions of the project at a later date.
- N. Making significant modifications to the plans and specifications after the 90% submittals have been approved by City
- O. Professional services associated with designing secondary uses of the EST's pedestal such as office or storage space.
- P. Additional meetings beyond those identified in the Scope of Services.
- Q. Texas Department of Licensing and Registration (TDLR) review or permitting fees.
- R. Any services not listed in the Scope of Services.

FEE AND EXPENSES

Basic Services

Kimley-Horn will perform the services in Tasks 1 - 8 for the total lump sum fee below. Individual task amounts are informational only. All permitting, application, and similar project fees will be paid directly by the Client.

Task 1	Project Management	\$18,135.00
Task 2	City Council / Public Outreach	\$35,755.00
Task 3	30% Design Phase	\$73,365.00
Task 4	60% Design Phase	\$89,710.00
Task 5	90% and 100% Design Phase	\$42,730.00
Task 6	Bid Phase	\$12,265.00
Task 7	Construction Phase Services (excluding Task 7.4)	\$48,815.00
Task 7.4	NACE Certified Inspections	\$31,635.00
Task 8	Record Drawings	\$4,495.00

Exhibit B

Total Lump Sum Fee	<u>\$356,905.00</u>
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Supplemental Services

Kimley-Horn will perform the Supplemental Services in the tasks below on a lump sum fee basis per task. Supplemental Services shall only be performed by Consultant upon written authorization from City, which may require an amended professional services agreement for approval. All permitting, application, and similar project fees will be paid directly by the Client.

Task 9.1	Off-Site Engineering Design	\$28,200.00
Task 9.2	Pedestal Storage	\$6,200.00
Task 9.3	Additional City Council / Public Outreach	\$11,800.00
Task 9.4	Additional SUE Services	\$10,900.00
Task 9.5	Additional Geotechnical Services	\$4,000.00
Task 9.6	TCEQ Edwards Aquifer Contributing Zone Plan	\$13,300.00
Task 9.7	GBRA Interconnection and Disinfection Facilities	\$15,600.00

Exhibit B
Exhibit "C"

Evidence of Insurance