



# City Council Agenda Item Request Form

This form is required to be completed by the applicable deadline for placement of an item on the City Council Agenda.

Date: 10/2/2024

Department Making Request: 35 - Community Development

Person Making Request: Dinh Ho

Item Type: Agreement

Budgeted? NO

Cost: 76650

If budgeted, identify account: [ ] [ ] [ ]

Short Description:

Engineering Service Agreement for design, permitting and construction phase services to for the Phase One Northwest WWTP - 0.75 MGD WWTP.

Explanation/Justification Details:

Engineering service agreement with Adico Engineering for design, permitting and construction phase services for Phase One of the Northwest WWTP (permanent).  
  
The cost is shared with the MUDs based on percentage below.  
  
BCMUD 87 (DR Horton) - 44.26% ~ \$388,417  
BCMUD 31 (Sterling Lakes) - 32% ~\$280,823  
BCMUD 38 (Lacovia Lakes) - 13.67% ~ \$128,700  
City of Iowa Colony - 9.07% ~ \$79,560

Requestor Signature:

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This section to be completed by City Secretary, City Attorney, and City Manager's Office only:

Legal Review is complete, legal documents are prepared:

City Attorney

Item is approved for placement on Council Agenda:

City Manager

Item is scheduled for placement on the Council Agenda.

City Secretary

October 2, 2024

Mr. Robert Hemminger  
City Manager  
City of Iowa Colony  
3144 Meridiana Parkway  
Iowa Colony, TX 77583

Re: Professional Services Agreement for Design Services for the Phase One of the Northwest Wastewater Treatment Plant in Iowa Colony, TX

Dear Robert,

Adico, LLC ("Adico") is pleased to submit this letter agreement (the "Agreement") to the City of Iowa Colony, Texas ("Client") for providing design services for improvements at the Wastewater Treatment Plant (WWTP).

### **PROJECT UNDERSTANDING**

The City of Iowa Colony is the owner and operator of a WWTP located at \_\_\_ County Road 57. The plant current system includes multiple interim steel package plant originally constructed in 2007 and added on. The permanent WWTP will be located on a parcel of land which is approximately 15.0 acres previously dedicated to the City from BCMUD 87 and BCMUD 31.

The construction of the permanent WWTP will provide replacement capacity of the existing 0.24 MGD package plant and additional capacity for developments and expansion.

This agreement includes the permitting, design, bidding and construction phase services for the new 0.75 MGD concrete WWTP and onsite Lift Station. It is anticipated the preliminary construction estimate is approximately \$18-\$20/gal or \$13,500,0000 - \$15,000,000.

### **SCOPE OF SERVICES**

Adico will provide the services specifically set forth below.

#### **Task 1: Prepare 30% Design Documents**

Adico will prepare 30% design documents for Client review. Design documents will include construction plans, project manual outline, preliminary equipment technical specifications, and opinion of probable construction cost.

- Topographic and Boundary Survey
- Geotechnical Investigation.
- Plan sheets will be 22-inch by 34-inch (full-size) and include the following information:
  - Civil sheets: General notes; Site plan; Yard piping plan; Paving plan; Dimension Control; and Grading plan
  - Electrical sheets: Site plan; One Line Diagram; MCC plan; SCADA/Control and Instrumentation; and Equipment layout
  - Mechanical sheets: General notes; and Equipment layout
  - Plumbing sheets: Building mechanical and plumbing; Onsite water service; and Onsite sanitary sewer
  - Structural sheets: General notes; Pier plans; Foundation plans; and Roof plans
- Update preliminary OPCC from PER.
- Submit 30% design documents and OPCC to Client for review and comment

#### **Task 2: Prepare 60% Design Documents**

Adico will prepare 60% design documents for Client review. Design documents will include construction plans, project manual outline,

preliminary equipment technical specifications, and opinion of probable construction cost.

- Plan sheets will be 22-inch by 34-inch (full-size) and include the following information:
  - Civil sheets: General notes; Site plan; Yard piping plan; Paving plan; Dimension Control; and Grading plan
  - Electrical sheets: Site plan; One Line Diagram; MCC plan; SCADA/Control and Instrumentation; and Equipment layout
  - Mechanical sheets: General notes; and Equipment layout
  - Plumbing sheets: Building mechanical and plumbing; Onsite water service; and Onsite sanitary sewer
  - Structural sheets: General notes; Foundation plans; Pier plans; and Roof plans
- Provide draft technical specifications and front-end bidding documents
- Update OPCC.
- Submit 60% design documents and OPCC to Client for review and comment.

Task 3: Prepare 90% Design Documents

Adico will prepare 90% design documents for Client review. Design documents will include construction plans, project manual outline, preliminary equipment technical specifications, and opinion of probable construction cost.

- Plan sheets will be 22-inch by 34-inch (full-size) and include the following information:
  - Civil sheets: General notes; Site plan; Yard piping plan; Paving plan; Dimension Control; and Grading plan
  - Electrical sheets: Site plan; One Line Diagram; MCC plan; SCADA/Control and Instrumentation; and Equipment layout
  - Mechanical sheets: General notes; and Equipment layout
  - Plumbing sheets: Building mechanical and plumbing; Onsite water service; and Onsite sanitary sewer
  - Structural sheets: General notes; Foundation plans; Pier plans; and Roof plans
- Provide draft technical specifications and front-end bidding documents
- Update OPCC.
- Submit 90% design documents and OPCC to Client for review and comment.

Task 4: Prepare Final Design Documents

Adico will prepare final design documents for Client review. Design documents will include construction plans, final project manual, final equipment technical specifications, and final opinion of probable construction cost.

- Provide draft technical specifications and front-end bidding documents
- Update OPCC.
- Submit final design documents and OPCC to Client for review and comment.

Task 5: Agency Coordination

Concurrently with the Preliminary Engineering Report Task, Adico will assist the City in coordinating with Agencies and preparing applications for the following permits:

- TPDES Discharge Permit and TCEQ authorization: The Client desires to submit a minor amendment for process changes at the WWTP. The Consultant will prepare a municipal discharge minor amendment permit application suitable for submittal to the Texas Commission on Environmental Quality (TCEQ) through the following tasks:
  - TCEQ Permit Application: Consultant will prepare applications for TCEQ permit. Application will include administrative and technical sections including color maps and figures as required in the current version of the application, including bufferzone analysis.
  - Review Meeting: Client and Consultant will attend a review meeting at the Consultant's office to review the draft permit application. Consultant will prepare final permit application based on comments from the review meeting.
  - Address TCEQ Comments: Consultant will prepare one revised permit application, if required, based on comments from the regulatory agency.

- Public Notice Coordination: Consultant will coordinate public notice requirements with Client. Client will submit public notice to the required newspapers. Client shall submit tear sheets, Public Notice Verification Form and publisher's affidavit to TCEQ for all public notices. Consultant will send the Client a hard copy of the permit application to be posted by the Client in a place for public viewing in conformance with the requirements of the Texas Administrative Code.
- TCEQ Plan submittal: Consultant will prepare a design summary transmittal for review and approval by Client. Consultant will submit application to TCEQ for approval of the WWTP modifications after completion of the 30% design documents.

**Deliverables:**

- Draft TCEQ Permit Application Packet – three (3) copies
- Review Meeting
- Final Permit Application – three (3) copies for Client, four (4) copies for TCEQ
- Revised Permit Application – three (3) copies for Client, four (4) copies for TCEQ, if required
- Public Notice – one (1) copy for Client, one (1) copy for public viewing, one (1) copy for TCEQ
- Updated floodplain hydraulic analysis memo – three (3) copies for Client

Task 6: Bid Phase Services

Adico will finalize the project manual/bid document that will include technical documents and specifications required for bidding. This project manual/bid document will include the construction drawings and specifications suitable for bidding and construction. Final construction documents will be signed and sealed by an engineer licensed in Texas and issued for construction. Adico will compile the final bid document which will consist of drawings, specifications, bid tables and supporting documents for bidding purposes.

The services that are considered part of this task could include:

- Attend meetings with City to review Bid Documents & Schedules.
- Assist the City in the development of a Bid Schedule.
- Assist the City with uploading files to Civcast for bidding.
- Attend and facilitate the pre-bid conference.
- Assist the City in responding to Bidder's questions.
- Attend and participate in Bid Opening.
- Review bids for discrepancies and appearance of unbalanced bids.
- Prepare letter indicating the lowest responsive bidder including a bid tabulation spreadsheet and the OPCC.

It is expected that the City will solicit the bids and advertise in the newspaper of record and on the City's website. Adico will provide a recommendation letter and bid tabulation. City will select bidder.

Task 7: Construction Phase Services

Adico to provide civil engineering construction phase services including the following:

- Attend pre-construction conferences
- Establish communication procedures
- Establish and maintain a project documentation system
- Review and respond to contractor submittals
- Review payment requests
- Conduct routine visits to the construction site
- Provide the services of a Resident Project Representative
- Notify the contractor of non-conforming work
- Coordinate the work of testing laboratories and inspection bureaus
- Interpret drawings and specifications for City and Contractor
- Establish procedures for administering constructive change to the contract
- Attend final reviews of the project
- Provide record drawings
- Attend facility startup planning meetings

- Attend end-of-warranty period inspections
- Closeout

**Schedule**

We will provide our services as expeditiously as practicable with the goal of meeting the following schedule:

- Attend design phase kickoff meeting within 10 business days of notice to proceed.
- Provide 30% design documents and TCEQ permit application within 45 calendar days of kickoff meeting and receipt of required data.
- Provide 60% design documents within 120 calendar days of comments on previous draft documents.
- Provide 90% design documents within 180 calendar days of receipt of comments on previous draft documents.
- Provide final construction documents within 15 days of receipt of permits.

**COMPENSATION:**

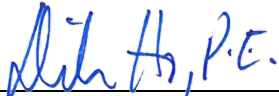
Compensation for this assignment shall be in accordance with this letter agreement for Engineering Services executed between the Owner and Adico, LLC. Billing for this assignment will be a monthly invoice based on a total percentage of effort provided. Based on this agreement and the scope of work described above, we recommend that a **Total Professional Services Fee Not to Exceed \$877,500** be established.

Task	Fee Basis	Fee
Task 1: Prepare 30% Design Documents	Lump Sum	\$313,200
Task 2: Prepare 60% Design Documents	Lump Sum	\$195,750
Task 3: Prepare 90% Design Documents	Lump Sum	\$195,750
Task 4: Prepare Final Design Documents	Lump Sum	\$78,300
Task 5: Agency Coordination	Lump Sum	\$54,000
Task 6: Bid Phase Services	Lump Sum	\$27,000
Task 7: Construction Phase	Lump Sum	\$216,000
<b>TOTAL PROPOSED PROFESSIONAL FEES</b>		<b>\$877,500</b>

**Adico, LLC** is pleased to submit this proposal and we appreciate the opportunity to provide these services for you. We will consider your acceptance below as our authorization to proceed. Please return one signed copy for our files.

Sincerely,

**Adico, LLC**  
 TBPE Firm No. 16423

  
 By: Dinh V. Ho, P.E.,

10/2/2024

Date

Accepted: \_\_\_\_\_

Date

EXHIBIT 'A'

ADICO, LLC  
SCHEDULE OF HOURLY RATES

EFFECTIVE JANUARY 2024

<u>DESCRIPTION / TITLE</u>	<u>HOURLY RATES</u>
<b>Principals/PMs</b>	
Principals, Directors	\$245.00
Sr. Project Managers	\$215.00
Project Managers	\$195.00
Project Coordinator	\$135.00
<b>Engineers/Designers</b>	
Engineer I	\$130.00
Engineer II	\$150.00
Sr. Engineer	\$195.00
Designer	\$115.00
Designer II	\$130.00
Cadd Technicians	\$100.00
<b>Construction Management</b>	
Senior Construction Inspector	\$135.00
Construction Inspector	\$110.00
<b>Administrative Support</b>	
Clerical/Administrative Staff	\$85.00

**IN HOUSE REPRODUCTION COSTS (NO MARK-UP INCLUDED):**

Xerox	\$ 0.40 per Copy (8 ½" x 11")
Xerox Prints	\$6.00 per Square Foot

Subconsultants and other miscellaneous expenses at cost plus 10%

**EXHIBIT B  
AGREEMENT FOR  
ENGINEERING SERVICES**

**GENERAL TERMS AND CONDITIONS**

BILLING

Statements are issued when appropriate and shall be payable to Adico, LLC (ADICO ) upon receipt, whenever issued, unless otherwise agreed. Interest at one percent (1%) per month accruing from the date of statement shall be payable on any amounts not paid within 30 days. All payments thereafter shall be applied first to accrued interest on the fees and reimbursables and then to the principal unpaid amount. Any costs incurred in collecting any of the above amounts, which become delinquent, shall be paid by the CLIENT upon demand, including but not limited to, attorney's fees and the cost of employees' time expended on the collection.

DIRECT PERSONNEL EXPENSE

If the project is performed on the basis of Direct Personnel Expense times a multiplier, Direct Personnel Expense is defined as the direct salaries of the ENGINEER's personnel engaged on the project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment Texas and other statutory employee benefits, Insurance, sick leave, holidays, vacations, pensions and similar contributions and benefits.

REIMBURSABLE EXPENSES

Reimbursable expenses are in addition to the compensation for personnel time and include actual expenditures made in the interest of the job, such as those for transportation, living expenses in connection with out-of-town travel, long distance communications, expenses for reproductions (excluding reproductions for use in our office or consultant's offices), expense of postage and handling of drawings, specifications and other documents, expense of any renderings or models, and any similar expenses made in the interest of the job. The above expenses shall be reimbursable at 1.1 times actual cost.

SUSPENSION OR TERMINATION OF SERVICES

If the CLIENT fails to make any payment due ENGINEER on account of its services and expenses within thirty (30) days after the date of the statement, then ENGINEER may, after giving (7) days written notice to the CLIENT, suspend services until all amounts due on services and expenses have been paid in full. Further, ENGINEER shall have the right to withhold all drawings, specifications and other instruments of service as of the date services are suspended. In the event that the CLIENT requests termination of the services prior to completion of a report, ENGINEER reserves the right to complete such investigations and analyses as are necessary to protect its professional reputation, or to complete appropriate records of the services performed to date. A termination charge to cover the cost thereof in an amount not to exceed 10% of all charges incurred up to the date of the stoppage of the services may be made at the discretion of ENGINEER.

LAWS/REGULATIONS

This agreement is to be governed by the law of the principal place of business of the ENGINEER. The CLIENT and the ENGINEER are each bound to a policy of non-discrimination and equal employment opportunity. The CLIENT and ENGINEER are committed to complying with Executive Order 11246, as amended; Title VII of the Civil Rights Act of 1964; the Civil Rights Act of 1991; Section 503 of the Rehabilitation Act of 1973; Section 402 of the Vietnam Era Veterans Readjustment Assistant Act of 1974; the Americans with Disabilities Act of 1990; the Age Discrimination in Employment Act of 1967; the Equal Pay Act of 1963 and any other applicable local, state or federal statutes or regulations.

**Prior to initiating litigation against ENGINEER for any alleged claim, based on negligence or other legal theory, the CLIENT agrees to first negotiate in good faith for a period of thirty days, then to mediate the claim under rules of mediation as agreed to at that time.**

**LIMITS OF LIABILITY**

ENGINEER's services, as limited by the CLIENT, are performed with the usual thoroughness and competence of the ENGINEER and engineering professions in Texas. No warranty or other representation, either expressed or implied, is included or intended in ENGINEER's proposals, contracts, reports, designs, and other services including, without limitation, warranties of fitness or merchantability which are hereby disclaimed. In retaining ENGINEER's services, the CLIENT expressly agrees that in all cases, ENGINEER's liability shall be limited solely to its negligent acts, errors or omissions. ENGINEER's liability to the CLIENT for injury or damage to persons or property arising out of services performed for CLIENT and for which legal liability may be found to rest upon ENGINEER, other than for professional errors and omissions, will be limited to recovery from ENGINEER's general liability insurance coverage and shall be limited to the sum of the fee payable to ENGINEER under this Agreement. For any damages resulting from ENGINEER's negligent acts, errors or omissions in rendering professional services, its liability will be limited to the sum of \$50,000.00 or its fee, whichever is less. The CLIENT agrees that in no event will it make a claim against ENGINEER after the expiration of four years from the substantial completion of ENGINEER's services hereunder, or the expiration of two (2) years from the date the CLIENT knew or should have known of said claim, whichever shall first occur. Following such date, all such CLIENT claims, if any, known or unknown, shall be deemed to be and are hereby waived. To the extent that any applicable statute of limitations provides for a shorter period of time, such shorter time period shall control.

In the event the CLIENT makes a claim against ENGINEER at law or otherwise, for any alleged negligent act, error or omission arising out of the performance of its professional services, and the CLIENT fails to prove such claim, then the CLIENT shall pay all costs incurred by ENGINEER in defending itself against said claim, including but not limited to, attorney's fees, experts' fees, consultants' fees, and the cost of employee's time expended on the claim.

**In the event of a claim against ENGINEER and its consultants arising out of or in any way related to the negligence or other liability of the CLIENT, the Contractor or any others associated with or related to the CLIENT's project, the CLIENT shall indemnify and hold ENGINEER and its consultants harmless from and against such claim and any associated liability or expense including but not limited to, attorney's fees, experts' fees, consultants' fees, and the costs of employees time expended on the claim.**

**EXCLUDED SERVICES**

ENGINEER has not been retained or compensated for and shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work of any Contractor or Subcontractor or any other person performing work, or for any acts or omissions of any of them, or for the failure of any of them to carry out work in accordance with their contract documents.

**ADDITIONAL CONSULTANTS**

Fees for services of additional consultants to be retained under subcontract to Adico, LLC, when required, and when authorized by the CLIENT, will be billed to the CLIENT at 1.1 times such consultants' net billings to Adico, LLC, unless otherwise agreed.

**CONFIDENTIALITY**

ENGINEER, its agents, employees, and Consultants shall hold client information, data, and documents (collectively, "the information") that they receive, or to which they have access, in strictest confidence. ENGINEER, its agents, employees and Consultants shall not disclose, disseminate, or use the Information unless the Client authorizes such in writing.

**CLIENTSHIP OF DOCUMENTS**

All documents field notes and data prepared or obtained by or through ENGINEER and related to the CLIENT's project will be joint property of the ENGINEER and CLIENT and may be transferred to other parties or used for other purposes (e.g., marketing) with written consent from the other party. **Any expense of the documents without written authorization from ENGINEER shall be at the CLIENT's own risk and without liability to ENGINEER.**

**TIME LIMIT**

Agreement or proposal is subject to renegotiation if not accepted within 30 days.





**CITY OF IOWA COLONY  
NORTHWEST WASTEWATER TREATMENT PLANT - PHASE ONE 0.75 MGD  
Pro-rata Cost Share**

Entity	ESFCs	GPD	Cost Share%	Engineering Share	CMT	Construction Phase Share	Contingency (10%)	Total
				\$877,500	\$135,000	\$13,500,000		
City of Iowa Colony	309	68000	9.07%	\$79,560	\$12,240	\$1,224,000	\$122,400	\$1,438,200
BCMUD 87	1509	331980	44.26%	\$388,417	\$59,756	\$5,975,640	\$597,564	\$7,021,377
BCMUD 31 & 32	1091	240020	32.00%	\$280,823	\$43,204	\$4,320,360	\$432,036	\$5,076,423
BCMUD 38	500	110000	14.67%	\$128,700	\$19,800	\$1,980,000	\$198,000	\$2,326,500
<b>Total</b>	<b>3,409</b>	<b>750000</b>	<b>100.00%</b>	<b>\$877,500</b>	<b>\$135,000</b>	<b>\$13,500,000</b>	<b>\$1,350,000</b>	<b>\$15,862,500</b>



**CITY OF IOWA COLONY  
NORTHWEST WASTEWATER TREATMENT PLANT - PHASE ONE 0.75 MGD  
Opininon of Probable Construction Cost**

<b>ITEM NO.</b>	<b>DESCRIPTION</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>TOTAL ITEM COST</b>
1.	WWTP Site Work	1	LS	\$50,000	\$50,000
2.	Construction of permanent WWTP, including concrete basin, piping, airlifts, walkways, blowers, valves, plant pad, electrical, painting, concrete slabs, bollards, CL2 solution, eye wash station, etc. for an operational 0.75 MGD waste water treatment plan, complete in place	1	LS	\$12,000,000	\$12,000,000
3.	Onsite Lift Station	1	LS	\$700,000	\$700,000
4.	Natural Gas Generator	1	LS	\$600,000	\$600,000
5.	Site Lighting	1	LS	\$25,000	\$25,000
6.	Reconfiguration of existing yard piping	1	LS	\$100,000	\$100,000
7.	Electrical Services	1	LS	\$15,000	\$15,000
8.	SWPPP	1	LS	\$10,000	\$10,000
				<b>Subtotal:</b>	<b>\$13,500,000</b>
				<b>Contingency (10%):</b>	<b>\$1,350,000</b>
				<b>Engineering (6.5%):</b>	<b>\$877,500</b>
				<b>CMT (1%):</b>	<b>\$135,000</b>
				<b>Total:</b>	<b>\$15,862,500</b>