



November 11, 2020

Mr. Nick Williams  
City of Stephenville  
298 W. Washington St.  
Stephenville, TX 76401

Subject: Airport Pump Station Expansion – Contract Proposal

Dear Mr. Williams:

I am pleased to present our proposal for the Airport Pump Station Expansion. I have prepared this proposal for your review and consideration based upon our discussions. Please find the attached items for your review and comment.

- Contract Agreement
- Exhibit A – Engineering Services Scope of Service
- Exhibit B – Fee Summary
- Exhibit C – Raw Water Transmission Pipeline Figure

I am excited about and honored with the opportunity to continue to work with you and your staff. Should you have questions or concerns regarding the proposal please feel free to contact me at (817) 694-6324.

Sincerely,

Kent Riker, P.E.  
President



THIS IS AN AGREEMENT effective as of December 1, 2020 (“Effective Date”) between City of Stephenville (“Owner”) and Provenance Engineering, LLC. (“Engineer”).

Owner’s Project, of which Engineer’s services under this Agreement are a part, is generally identified as follows: Airport Pump Station Expansion (“Project”).

Engineer’s services under this Agreement are generally identified as follows: Design, Bid and Construction Phase Services of the expansion of the Airport Pump Station including a new 1.0MG ground storage tank, new pump station for both new and existing ground storage tank and 7,500 feet of new raw water pipeline. (“Services”).

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Owner and Engineer further agree as follows:

**1.01 Basic Agreement and Period of Service**

- A. Engineer shall provide or furnish the Services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above (“Additional Services”).
- B. Engineer shall complete its Services within the following specific time period: 21 months including design, bidding, and construction. Design will be completed within 8 months.
- C. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer’s Services is impaired, or Engineer’s Services are delayed or suspended, then the time for completion of Engineer’s Services, and the rates and amounts of Engineer’s compensation, shall be adjusted equitably.

**2.01 Payment Procedures**

- A. **Invoices:** Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer’s invoice, then (1) the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and (2) in addition, Engineer may, after giving seven days written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- B. **Payment:** As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in Paragraphs 2.01, 2.02 (Services), and 2.03 (Additional Services). If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and agrees to pay the undisputed portion.



## 2.02 *Basis of Payment—Lump Sum*

- A. Owner shall pay Engineer for Services as follows:
  - 1. A Lump Sum amount of \$278,500.00 unless prior OWNER approval in writing.
    - a. Payments to be made by Owner based on work progression.
  - 2. In addition to the Lump Sum amount, reimbursement for the following expenses: NONE
- B. The portion of the compensation amount billed monthly for Engineer's Services will be based upon Engineer's estimate of the percentage of the total Services actually completed during the billing period.

## 3.01 *Termination*

- A. The obligation to continue performance under this Agreement may be terminated:
  - 1. For cause,
    - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.
    - b. By Engineer:
      - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
      - 2) upon seven days written notice if the Engineer's Services are delayed for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 5.01.I. The Owner anticipates lead-based paint may be present and therefore shall not be consider a Constituent of Concern.
    - c. Engineer shall have no liability to Owner on account of a termination for cause by Engineer.
    - d. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.



2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

- B. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services, and Engineer's consultants' charges, if any.

#### 4.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

#### 5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to such Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.



- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- D. Engineer's opinions (if any) of probable construction cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Engineer or its consultants.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:
  - 1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
  - 2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants;
  - 3. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and
  - 4. such limited license to Owner shall not create any rights in third parties.
- G. Owner and Engineer may transmit, and shall accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.



- H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$40,000 or the total amount of compensation received by Engineer, whichever is greater.
  - I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.
  - J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
  - K. This Agreement is to be governed by the law of the state in which the Project is located.
  - L. Engineer's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.
  - M. Liquidated Damages - Failure to meet the time lines for completion of work identified in (the project schedule - or other appropriate language) will result in liquidated damages of \$50.00 per consecutive calendar day until the work identified in "Exhibit A" - Scope of Services is submitted. Liquidated damages are only applicable to items under the control of ENGINEER and will not be enforced due to circumstances out of the control of ENGINEER.
- 6.01 *Total Agreement*
- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.



*Definitions*

- B. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and consultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner’s work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- C. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

*Attachments:*       “Exhibit A”, Engineer’s Scope of Services  
                              “Exhibit B”, Fee Summary  
                              “Exhibit C”, Raw Water Pipeline Map



**SHORT FORM OF AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR PROFESSIONAL SERVICES**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: City of Stephenville

Engineer Provenance Engineering, LLC.

By: \_\_\_\_\_

By: \_\_\_\_\_

Print name: Doug Svien

Print name: Kent W. Riker, P.E.

Title: Honorable Mayor

Title: President

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Engineer License or Firm's Certificate No.: 20783

State of: Texas

Address for Owner's receipt of notices:

Address for Engineer's receipt of notices:

City of Stephenville  
298 W Washington Street  
Stephenville, Texas 76401  
254.918.1223

Provenance Engineering, LLC.  
401 Russell Lane  
Weatherford, Texas 76087  
817.775.7172

IN DUPLICATE





## Project Description

The following scope of SERVICES clarifies and describes the SERVICES and associated project tasks to be performed and completed by the ENGINEER. SERVICES under this “EXHIBIT A” includes engineering services associated with the Airport Pump Station Expansion Project. The OWNER desires to increase the water storage and pumping capacity of the Airport Pump Station. The existing Airport High Service Pump Station includes two high service pumps and a 1 Million Gallon concrete ground storage tank, and water transmission and site piping. The project will include:

Basic Services – Preliminary Design, Detail Design, Final Design, Bidding Services, and Construction Services for the following:

- New High Service Pump Station
  - Mechanical – New High Service Pump Station (HSPS)
  - Site Civil – new yard piping, isolation valves and flow meter
  - Electrical – backup generator for RWPS and site lighting
  - Instrumentation & Control – pump control instruments, flow metering and valve control
  - Process – Chlorine Injection system
- New Ground Storage Tank
  - 1 Million Gallon pre-stressed concrete ground storage tank
- New raw water transmission pipeline
  - Approximately 7,500 linear feet of 16-inch raw water line

## Basic Services

Upon receipt of notice to proceed, the ENGINEER will begin Basic Services as outlined herein. The scope of SERVICES includes the development of a detailed drawings set, front-end documents and technical specifications for the OWNER to bid the designed improvements.

The Basic Scope of SERVICES is separated into the following phases:

- **Phase 1 Design Services**
- **Phase 2 Bidding Services**
- **Phase 3 Construction Services**

Listed below is a specific description to be performed as part of the project.

### Phase 1 Design Services

**\$217,500.00**

As part of the Design Services Phase, the ENGINEER will design airport pump station improvements. Key aspects of Phase 1 are listed below.

- Deliverables: Kick-off meeting agenda and minutes  
Monthly project status reports  
Detail Design Submittal  
Final Design Submittal



- Meetings: Kick-off meeting and site tour of existing facilities  
Monthly Conference Calls  
Detail Design Submittal Review  
Final Design Submittal Review

Design services will generally include the followings tasks and sub-tasks:

### **Task 1.100 – Project Management**

The ENGINEER will manage the day-to-day progress of the project.

**101. Project Setup** –The ENGINEER will follow quality procedures to setup the project reporting and control structure internally.

**1.110. Communication with OWNER** – The ENGINEER will maintain consistent communication with the OWNER through the established protocol agreed upon in the Kick-off Meeting.

**111. Standing Conference Call** –The ENGINEER will have a standing monthly call with the OWNER’s Project Manager to discuss the current project status report.

**112. Invoice Management** – The ENGINEER will submit a monthly invoice to the OWNER with the current project status report to the OWNER.

**1.120. Progress Management** – During the course of the project, ENGINEER will manage the day-to-day progress of the project. The ENGINEER will track the scope, schedule, and budget regularly. The ENGINEER will perform the following sub-tasks.

**121. Documentation** – Develop document management protocols for processing and documenting design drawings, calculations, OWNER decisions, and communication.

**122. Project Status Report** – Develop a project status report highlighting current scope and schedule progress; identifying potential changes to the scope of services; invoice status; on-going list of outstanding issues; decision log; and action item log.

**1.130. Kick-off Meeting** – Conduct a project kick-off meeting with OWNER to review the project scope of services and schedule, define lines of communication and protocols, review deliverables, and develop success factors for completing the project. The ENGINEER will conduct site investigation tour of the OWNER’s facilities with the OWNER’s staff.

**1.140. Quality Assurance / Quality Control (QA/QC)** – – The Engineer will follow internal QA/QC processes throughout the project. These processes include internal checking of calculations, review of documents, and checking of submittals. Deliverables will be submitted internally for Engineer’s QA/QC Review by a senior level Engineer(s) and construction specialist(s) who is not directly involved with the design of the project.



### Task 1.200 – Preliminary Design

**1.210. Data Gathering** – The ENGINEER will collect, and review data required for the analysis from the OWNER and other agencies. The data gathering will include, at a minimum, the following:

- All facility record drawings related to infrastructure improvements within the project area for completed improvement projects, as well as any roadway, water, sanitary, sewer or storm water improvements pertinent to the project.
- OWNER’s existing GIS data including: plats, tract maps, or right-of-way maps and easements; utility maps (water, sanitary sewer, storm sewer); contour maps (if required, ENGINEER will augment OWNER contour data with 1-ft. LIDAR contour data from TNRIS); and high-resolution aerial photography.
- Projects in progress – OWNER will help identify and assist ENGINEER to coordinate with other proposed projects within project area currently under design or construction.

**1.220. Options Evaluation** – Analyze multiple options and present viable alternatives in a concise technical memorandum to the OWNER. The ENGINEER will do the following sub-tasks.

**221. New Ground Storage Tank Location** – Two options will be evaluated and analyzed, and a recommendation will be made to the OWNER.

**222. New Pump Station Location** – Two options will be evaluated and analyzed, and a recommendation will be made to the OWNER.

**223. Raw Water Pipeline Route** – Alignment verification of raw water transmission lines. Confirmation of the pipe diameter size.

### 1.240. Geotechnical Analysis

**242. High Service Pump Station** – The ENGINEER will perform a geotechnical analysis of the proposed High Service Pump Station area. The geotechnical analysis will include the following:

- Subsurface exploration including up to two (2) sample bores at the pump station structure area to a depth of 30-ft.
- Laboratory tests for classification purposes and strength characteristics.
- Engineering services that address soil and groundwater conditions for proposed pump station foundation/building.
- 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 information purposes.

**1.260. Survey** – The ENGINEER will perform a design level survey. The survey will include the following:

- 50-foot wide along the proposed pipeline route at the locations specified on “Exhibit C”.



- Locate visible topographic features such as marked and existing utilities and their appurtenances, iron pins (if found), edge of pavement, structures and fences.
- Establish control points along the route including up to two (2) permanent control points.

### **1.270. Right-of-Way/Easement Services**

**271. Right-of-Way Research** – The ENGINEER shall determine rights-of-way and easement needs for construction of the project. Required temporary and permanent easements will be identified based on available information and recommendations will be made for approval by OWNER.

**272. Right-of-Way/Easement Preparation and Submittal** – The ENGINEER shall prepare documents to be used to obtain right-of-way and permanent and/or temporary easements required to construct the improvements.

#### **Assumptions:**

- Two (2) temporary construction easements
- Easement preparation will begin after approval by the Owner
  - Any associated costs of procuring easements is not included with this task.

### **Task 1.300 – Detailed Design**

The detailed design includes tasks necessary to design the modifications and improvements as outlined in the preliminary design to the 60% level of detail. The design will incorporate the following disciplines: civil, geotechnical, electrical, instrumentation and control. The detailed design process will be conducted in the following tasks.

**1.310. Drawings** – The ENGINEER will develop design and details drawings to the 60% level of detail. The ENGINEER will perform the following sub-tasks.

**311. Suction Pipeline** – Develop plan, profile, and detail drawings for the suction pipeline from each ground storage tank.

**312. High Service Pump Station** – Develop plans and sections for the high service pump station including develop plans and detail drawings for the chemical injection.

**313. High Service Pump Station Site Improvements** – Develop plans and detail drawings for the entry road to the pump station, parking, repurposed outfall structure and site of the high service pump station.

**314. Raw Water Transmission Pipeline** – Develop plan, profile, and details drawings for the new raw water transmission pipeline.

**315. 1.0MG Concrete Ground Storage Tank** – Develop plans and sections for the new 1.0MG ground storage tank.

**316. Modifications to Existing 1.0MG Ground Storage Tank** – Develop plan, section and details of the modifications to the existing tank to include, but not limited to, new suction connection.



# PROVENANCE ENGINEERING

Rooted to Be Uniquely Different

## “EXHIBIT A” SCOPE OF SERVICES CITY OF STEPHENVILLE, TEXAS AIRPORT PUMP STATION EXPANSION PROJECT

**317.Submittal** – The ENGINEER will deliver three (3) sets of half-size Detail Design Drawings and one (1) electronic set to the OWNER for review and comment.

**1.320. Specifications** – The ENGINEER will prepare detail specifications for use in bidding and constructing the project. The ENGINEER will do the following sub-tasks.

**321.Technical Specifications** – Develop detailed equipment, materials and all other specification sections generally considered to be necessary for detailing the construction of the project.

**322.Submittal** – The ENGINEER will submit **three (3)** sets of the Specifications and one (1) electronic set to the OWNER for review and comment.

**1.330. Opinion of Probable Cost** –The ENGINEER will prepare an opinion of probable cost for the project based upon the complete detail design documents.

**1.340. Detail Design Submittal Review Meeting** – The ENGINEER will conduct a review meeting with the OWNER approximately two (2) weeks after the submission of the Detail Design Submittal, an approximate 60-percent level of design.

### Task 1.400 – Final Design

The final design includes those tasks necessary to finalize the design outlined in the Detailed Design Submittal. The final design will incorporate the following disciplines: civil, process mechanical, electrical, instrumentation and control. The final design process will be conducted in the following tasks.

**1.410. Drawings** – The ENGINEER will revise design and detail drawings based on comments from the Review Meeting. The ENGINEER will perform the following sub-tasks.

**411.Revise Drawings** – Revise drawings based on the comments from the OWNER.

**412.Details** – Develop project details to include in drawing set.

**413.Submittal** – Submit **three (3)** sets of half-size Final Design Drawings and one (1) electronic set to the OWNER for review and comment.

**1.420. Specifications** – The ENGINEER will revise and prepare specifications for use in bidding and constructing the project. The ENGINEER will perform the following sub-tasks.

**421.Front End Documents** – Include the Engineer’s standard General Conditions section of specifications and modify as necessary in Supplementary Conditions for the project. Documents shall include General and Special Conditions, Bid Proposal Forms, Instructions to Bidders, and all other sections generally considered to be necessary for solicitation of bids.



**422. Technical Specifications** – Revise equipment, materials and other specifications.

**423. Bid Tab** – Include equipment and material quantities in bid tab.

**424. Submittal** – Submit **three (3)** sets of the Specifications and one (1) electronic set to the OWNER for review and comment.

**1.430. Opinion of Probable Cost** –The ENGINEER will prepare an opinion of probable cost for the project based upon the complete final design documents.

**1.440. Final Design Submittal Review Meeting** – The ENGINEER will conduct a review meeting with the OWNER approximately two (2) weeks after the submission of the Final Design Submittal, an approximate 100-percent level of design.

#### **Task 1.500 – Permitting**

**1.510. TCEQ Regulatory Compliance** – The ENGINEER will coordinate with the TCEQ for required regulatory compliance.

**511. Preliminary Design** – Submit letter and Preliminary drawings to the TCEQ at the preliminary design phase on behalf of the OWNER. Respond to requests for additional information from TCEQ.

**512. Submit Drawings and Specifications** – Submit final design drawings and technical specifications to the TCEQ on behalf of the OWNER. Respond to requests for additional information from TCEQ.

**513. Modifications to Design** – If required, update plans and specifications with any modifications requested by TCEQ prior to bidding.

#### **Phase 2 Bidding Services**

**Estimated \$22,500.00**

\*Phase 2 will commence only upon written authorization from the Owner. Phase 2 services are estimated at \$22,500 in 2020 dollars and are acceptable at least until December of 2021. The final amount will be finalized and agreed upon with written authorization to proceed.

The Bidding Phase services will include those tasks necessary to advertise, bid, and provide a recommendation of award of Construction Contract. Key aspects of Phase 2 are listed below.

- Deliverables: Project Advertisement  
Bid Documents  
Answer Bidder Questions  
Addenda (if necessary)  
Contractor Award Recommendation Letter  
Conform to Bid Documents
- Meetings: Pre-Bid meeting  
Bid Opening

Specific tasks to be performed for the Bidding Phase are listed below.



### Task 2.100 – Project Management

**2.110. Communication with OWNER** – The ENGINEER will maintain consistent communication with the OWNER through the established protocol agreed upon.

**111. Standing Conference Call** – The ENGINEER will have a standing monthly call with the OWNER’s Project Manager to discuss the current project status report.

**112. Invoice Management** – The ENGINEER will submit a monthly invoice to the OWNER with the current project status report to the OWNER.

**2.120. Progress Management** – The ENGINEER will monitor the overall progress of Phase 2 services. The ENGINEER will do the following sub-tasks.

**121. Documentation** – Route Contracts for Execution and insertion into Conformed to Bid Documents. Document bid documents and communication.

**122. Project Status Report** – Develop a project status report highlighting current progress; distribution log; list of outstanding issues; and action item log.

### Task 2.200 – Contract Documents Bid Set

**2.210. Seal and Sign** – The ENGINEER will incorporate the comments for the 100-percent review meeting. The ENGINEER will seal and sign the completed set of documents.

**2.220. Project Advertisement** – The ENGINEER will coordinate with city staff, create, and send bid advertisement to OWNER’s Purchasing Department. The ENGINEER will contact Contractors to help advertise the project.

**2.230. Contract Documents Distribution** – The ENGINEER will reproduce and distribute contract bid documents to prospective bidders and vendors and maintain a log of distribution. The ENGINEER will charge bidders and vendors a fee for Contract Documents. The ENGINEER will provide two (2) sets of half-size drawings and specifications for the OWNER.

**2.240. Clarifications to Prospective Bidders** – The ENGINEER will provide clarifications and answer questions from prospective bidders made during the bidding phase. Two (2) rounds of written clarifications and responses to questions will be distributed to perspective bidders.

**2.250. Addenda** – Modification(s), if necessary, to the Contract Bid Documents will be distributed to perspective bidders via addenda.

**2.260. Conform to Bid Documents** – Once the OWNER has accepted a bid, the ENGINEER will conform the Bid Documents to include all addenda issued to form the Conform to Bid set of Contract Documents. The ENGINEER will provide up to six (6) sets of half-size drawings and specifications, as well as an electronic set, for OWNER’s use.



**Task 2.300 – Meeting**

**2.310. Pre-Bid Meeting** – The ENGINEER will conduct one (1) pre-bid meeting. The pre-bid meeting will include a project overview presentation at a location designated by the OWNER and project site visit led by the ENGINEER with prospective bidders.

**2.320. Bid Opening Meeting** – The ENGINEER will attend the bid opening announcement led by the OWNER followed by a meeting to discuss the results.

**Task 2.400 – Evaluation of Bid Packets**

**2.410. Bidding Log** – The ENGINEER will review all submitted bids for compliance with Contract Documents and provide OWNER a log of all valid bidders.

**2.420. Review Bids** – The ENGINEER will review valid submitted bids and verify apparent low bidder’s references. The ENGINEER will make recommendations for contract award based upon ‘best value’ for the OWNER.

**Phase 3 Construction Services**

**Estimated \$38,500.00**

\*Phase 3 will commence only upon written authorization from the Owner. Phase 3 services are estimated at \$38,500 in 2020 dollars and are acceptable at least until December of 2021. The final amount will be finalized and agreed upon with written authorization to proceed.

The Construction services will include those tasks necessary to represent the OWNER during the project construction. Key aspects of Phase 3 are listed below.

- Deliverables: Construction meeting minutes  
Contractor Payment Application recommendations  
Shop drawing responses  
Request for Information responses  
Change Order recommendations, if required  
Field Order(s), if required  
Record Drawings
- Meetings: Construction Kickoff Meeting  
Construction progress meetings  
Equipment start-up and training  
Substantial completion inspection  
Final completion inspection

During the Construction Phase, the following tasks will be provided.





### **Task 3.100 – Project Management**

**3.110. Communication with OWNER** – The ENGINEER will maintain consistent communication with the OWNER through the established protocol agreed upon.

**111. Standing Conference Call** – The ENGINEER will have a standing monthly call with the OWNER’s Project Manager to discuss the current project status report.

**112. Invoice Management** – The ENGINEER will submit a monthly invoice to the OWNER with the current project status report to the OWNER.

**3.120. Progress Management** – The ENGINEER will monitor the overall progress of Phase 3 services including tracking the scope, schedule, and budget regularly. The ENGINEER will perform the following sub-tasks.

**121. Documentation** – Develop document management protocols for processing and documenting submittals, shop drawings, requests for information, operation and maintenance manuals, pay applications, field orders, change orders and as-built drawings.

**122. Project Status Report** – Develop a project status report highlighting key issues; identifying potential changes to the scope of SERVICES; invoice status; active submittal(s) and log; active RFI(s) status and log; CMR status and log; list of outstanding issues; decision log; and action item log.

### **Task 3.200 – Submittals**

**3.310. Submittal Management** – The ENGINEER will use Project Mates platform to log-in, track, and distribute submittals internally and provide review comments to Contractor and OWNER. It is assumed an average of no more than two (2) resubmittals will be required.

**3.320. Construction Execution Plan** – The ENGINEER will review the Contractor’s execution plan and provide comments. The plan will be measured against the Contractors actual progress results.

**3.330. Shop Drawing** – The ENGINEER will perform technical and functional review of all shop drawings and other submittals and provide responses.

**3.340. Field Testing Reports** – The ENGINEER will review Field Test reports and flag any potential tests that do not conform to the Contract Document requirements.

**3.350. Contractor Payment Requests** – The ENGINEER will review of all Contractor Payment Requests for accuracy and provide recommendations.

**3.360. Operation and Maintenance (O&M) Manuals** – The ENGINEER will review the O&M manuals for compliance with Contract Documents and provide comments.



### **Task 3.300 – Request for Information (RFI)**

The ENGINEER will review and respond to all RFIs, as necessary, submitted by the Contractor. The ENGINEER will coordinate with the OWNER on RFIs that require information from the OWNER. Draft responses will be submitted to the OWNER for review and comment prior to submitting to the Contractor.

### **Task 3.400 – Contract Modifications Requests**

**3.410. Field Order (FO) Management** – The ENGINEER will provide direction to the Contractor, as necessary, for modifications to the Bid Documents through FO to complete the Scope of SERVICES identified herein. FO are used to address unforeseen issues. FO will be submitted to the OWNER for review and comment before submitting to the Contractor.

**3.420. Change Order (CO) Management** – The ENGINEER will review and provide recommendation to the OWNER on all Change Order requests received by the Contractor. The ENGINEER will work with the OWNER to properly facilitate CO requests when appropriate.

### **Task 3.500 – Construction Meetings**

**3.510. Construction Kick-off Meeting** – Conduct a construction kick-off meeting with the Contractor and OWNER to review the key construction processes outlined in Contract Documents, establish lines of communication and protocols, identify critical path of schedule, provide four (4) Conform to Bid Documents to Contractor, and issuing Notice to Proceed with executed Contracts to Contractor.

**3.520. Construction Meetings** – The ENGINEER will attend monthly construction progress meetings with OWNER and Contractor. An estimate of twelve (12) construction meetings are included, with one or two persons from the ENGINEER’s project team attending.

**3.530. Site Visits** – The ENGINEER will make periodic visits, estimate of three (3), to the project site to observe the progress and quality of the various aspects of the Contractor’s work.

**3.540. Substantial Completion Inspection** – The ENGINEER will participate in a substantial completion inspection and provide a list of noted items not in compliance with Construction Documents.

**3.550. Final Completion Inspection** – The ENGINEER will participate in a final completion inspection and provide a list of noted items not in compliance with Construction Documents.

**3.560. Equipment Start-up** – The ENGINEER will be on-site during equipment Start-up and witness field acceptance testing. Up to two (2) site visits are included.

### **Task 3.700 – Record Drawings**

ENGINEER will develop As-Built drawings from the construction notes provided by the Contractor and OWNER. The Contractor and OWNER will provide ENGINEER with all field changes and notes to be incorporated into the As-Built documents. The ENGINEER will provide six (6) sets of half-size drawings and specifications and one (1) electronic copy for OWNER’s use.



## Supplemental Services

\*Supplemental Services are not part of the Basic Services. Supplemental Services may be enacted upon request of OWNER. The ENGINEER shall provide a fee proposal upon request of OWNER for all Supplemental Services. The ENGINEER shall not begin working without written approval from the OWNER.

### Task SS2.100 – Resident Project Representative

The Resident Project Representative will provide experienced construction inspection and oversight services. The inspector will observe and document that the work is being performed in accordance with the project plans and specifications. Monitor contractor QA/QC plans, perform photographic documentation of construction activities and progress, observe all major materials deliveries, oversee startup and commissioning plans and activities, oversee Maintenance of Plant Operations (MOPO) plans and activities, monitor SWPPP activities, monitor contractor safety plans and practices, provide any special inspections, prepare OWNER’S punch lists and approve completed punch list items, and review redline as-built drawings. Key aspects of Task SS1.100 are listed below.

- Deliverables: Daily Field Reports  
Photo Documentation  
QA/QC compliance reports
- Meetings: Construction Progress Meetings  
Startup & Commissioning Meetings  
Contractor Safety Meetings

**2.110 Construction Safety** – Note if the CONTRACTOR’S construction safety program is not being followed. The Contractor shall be responsible for construction safety and not the RPR.

**2.111 On-Site Inspection and Oversight** – Provide ongoing oversight and inspection

**2.112 Construction QA/QC Management** – Provide ongoing Quality management and administration

**2.113 Photographic Documentation** – Photograph, record and deliver photographs of construction activities, quality non-conformance issues, special photographs and videos for the project record.

**2.114 Material and Equipment Certification** – Observe and record all major material and equipment deliveries for damage and conformance to project specifications and submittals.

**2.115 Startup and Commissioning** – Review startup and commissioning plans, participate in startup and commissioning planning meetings, oversee startup and commissioning activities, coordinate plant shutdowns and/or operational requirements with OWNER and CONTRACTOR, certify started and commissioned equipment and processes.

**2.116 Maintenance of Plant Operations (MOPO)** – Review and approve MOPO plans, participate in MOPO meetings oversee MOPO activities, coordinate plant shutdowns and operational requirements with OWNER and CONTRACTOR.

**2.117 Punch List** – Prepare the OWNER’S punch list and administer and certify completion of punch list items.

**2.118 Redline “As-Built” Drawings** – Review and approve a complete set of redline “As-Built” drawings for incorporation into the final project record.



## Time Period for Performance

Time periods for performance of the ENGINEER’s services.

<b>Phase 1 Design</b>	<b>8 months</b>
<b>Phase 2 Bidding</b>	<b>2 months</b>
<b>Phase 3 Construction</b>	<b>11 months</b>

## Method of Payment

The OWNER shall compensate ENGINEER on a lump sum basis in accordance with “EXHIBIT B” Fee Summary for the Basic Services provided described herein and the approved Supplemental Services described herein. Invoices shall be submitted monthly by the ENGINEER, in a format acceptable to the OWNER, based upon the percentage of SERVICES completed to date. The ENGINEER shall not exceed the stated fee amount without written approval from the OWNER. The ENGINEER shall seek written approval for any SERVICES outside of the stated scope before performing said SERVICES.

\*Phase 2 and Phase 3 will commence only upon written authorization from the Owner. Phase 2 services are estimated at \$22,500 and Phase 3 services are estimated at \$38,500 in 2020 dollars and are acceptable at least until December of 2021. The final amount will be finalized and agreed upon with written authorization to proceed.

## Assumptions

This Scope of SERVICES assumes the following:

- A two-week review period by OWNER for each submittal. All OWNER comments should be provided within the two-week review period. Any delays caused by the OWNER’S review shall be cause for an equitable extension of the design submittal timeline.

## Services Not Included

Any other services, including but not limited to the following, are not included in this Scope of SERVICES:

- Additional Construction Phase Services – The ENGINEER will perform the following Additional Construction Phase Services as requested in writing by the OWNER. A detailed scope, schedule and fee will be created upon request by the OWNER as these services are NOT included in this Scope of SERVICES or Fee.
  - SCADA wiring, termination, programming, integration
  - Geotechnical Construction Testing
- Services related to acquiring real property including but not limited to easements, right-of-way, and/or temporary right-of-entries.
- Preparation of Title Policies during property acquisition.
- Meetings beyond those identified in the scope.
- Preparation of platting documents and/or real property survey for site acquisition.
- Additional sets of bidding documents.
- Professional services associated with re-bidding the project.



# PROVENANCE ENGINEERING

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## “EXHIBIT A” SCOPE OF SERVICES CITY OF STEPHENVILLE, TEXAS AIRPORT PUMP STATION EXPANSION PROJECT

- Construction Staking.
- Attendance at and/or preparation for Public Meetings.
- Making significant modifications to the plans and specifications after the preliminary submittals have been approved by OWNER.
- Any additional changes to the Contract Documents necessary to break the project into phases.
- Establish new survey monuments for any of the proposed sites.
- Sampling, testing, or analysis beyond that specifically included in the Scope of Services referenced herein above.
- Providing professional services associated with the discovery of any hazardous waste or materials in the project route.
- Assisting OWNER 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 Engineer on a fee basis negotiated by the respective parties outside of and in addition to this Agreement.
- Preparing applications and supporting documents for government grants, loans, or planning advances, and providing data for detailed applications.
- Franchise Utility Coordination and/or Design.
- 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 OWNER.
- Performance of miscellaneous and supplemental services related to the project as requested by OWNER, other than those described in Supplemental Services section.
- Retaining wall design
- “Value engineering” after bidding
- Any other services not listed in the Scope of Services.



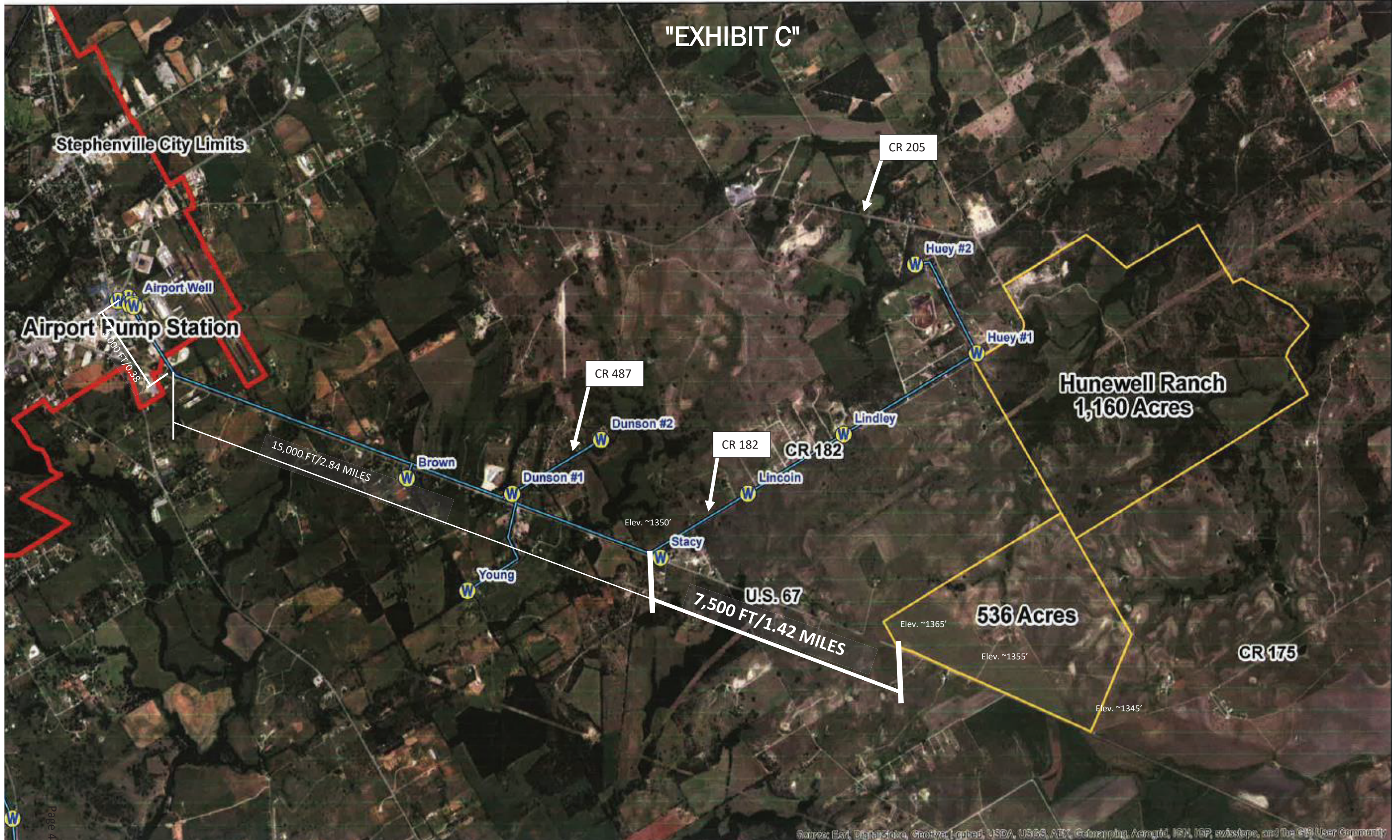
"EXHIBIT" B  
 CITY OF STEPHENVILLE  
 AIRPORT PUMP STATION EXPANSION  
 PROFESSIONAL SERVICE FEE SUMMARY



**PROVENANCE**  
ENGINEERING

<b>Phase 1 Services</b>	<b>Phase 1 - Design Phase Services</b>		
	<b>Phase 1 - Design Phase Services</b>		
	Task 1.100 - Project Management	\$ 21,750	
	Task 1.200 - Preliminary Design	\$ 65,250	
	Task 1.300 - Detailed Design	\$ 87,000	
	Task 1.400 - Final Design	\$ 43,500	
	<b>Total fee for Design Phase 1 Services</b>	<b>\$ 217,500</b>	
<b>Phase 2 and Phase 3 Services</b>	<b>Phase 2 Bid Phase Services - <i>Estimated Fee</i></b>		
	Airport Pump Station and 1.0MG Ground Storage Tank	\$ 15,500	
	Raw Water Transmission Pipeline	\$ 7,000	
		<b><i>Estimated Subtotal</i></b>	<b><i>\$ 22,500</i></b>
	<b>Phase 3 Construction Phase - <i>Estimated Fee</i></b>		
	Airport Pump Station and 1.0MG Ground Storage Tank	\$ 26,500	
	Raw Water Transmission Pipeline	\$ 12,000	
		<b><i>Estimated Subtotal</i></b>	<b><i>\$ 38,500</i></b>
		<b>Phase 1 Fee</b>	<b>\$ 217,500</b>
		<b>Estimated Phase 2 &amp; 3 Fee</b>	<b>\$ 61,000</b>
	<b>Estimated Total Fee Proposal</b>	<b>\$ 278,500</b>	
	<b>Opinion Of Probable Construction Cost</b>		
	<b>Pump Station Expansion &amp; New GST OPC</b>	<b>\$ 1,900,000</b>	
	<b>Estimated Total Project Cost</b>	<b>\$ 2,178,500</b>	

# "EXHIBIT C"



Source: Esri, DigitalGlobe, GeoEye, Earthstar (United States), USDA, USGS, AeroGRID, IGN, IGP, swisstopo, and the GIS User Community

