



## **PROFESSIONAL SERVICES AGREEMENT**

(Version 9-22-2023)

This AGREEMENT (“Agreement”) is entered by and between **Ardurra Group, Inc.** (the “Professional”), located at **3115 Allen Parkway, #300, Houston, TX 77019** and the **City of League City** (“City”), a home-rule municipality, located at 300 W. Walker St., League City, Texas 77573 on the date set forth below.

### **Terms:**

- 1. Scope of Services:** Professional will perform the services as set forth in **Exhibit A**, which is attached and incorporated herein, and which can be generally described as **Dallas Salmon WWTP Improvements – Aeration Basins FRP Launderers, Belt Press Wash Water Booster System, Clarifier Slide Gates at Splitter Box, and Main Breaker Replacement within ATS Project**. Services related to design, bid, or construction of a public work shall conform to the requirements set forth in **Exhibit B**, if applicable. If there is a conflict between the terms of this Agreement and Exhibits A (or B, if applicable), the terms of this Agreement will prevail.
- 2. Term and Termination:** This Agreement shall commence on **March 3, 2025** and shall expire on **June 30, 2027** City reserves the right to terminate this Agreement for convenience upon seven (7) days written notice to Professional. Upon such termination, City shall pay Professional, at the rate set out in **Exhibit A**, for services satisfactorily performed up through the date of termination. Notwithstanding any provision in this Agreement to the contrary, City will not be required to pay or reimburse Professional for any services performed or for expenses incurred by Professional after the date of the termination notice that could have been avoided or mitigated by Professional.
- 3. Compensation:** Professional shall be paid for the services as set forth in **Exhibit A**. In no event shall the total compensation exceed **\$395,700** during the term of this Agreement. City shall tender payment (including progress/partial payments) for services only after such services are completed and are deemed to be acceptable under this Agreement, in the sole reasonable discretion of City. Professional must submit to City invoices for all services provided, which invoices must include details and dates of service. Payment by City shall be made within thirty (30) days of receipt of an invoice, except for any portion of the invoiced amount that City disapproves as not compliant under this Agreement, in the sole reasonable discretion of City. If City disapproves any amount submitted for payment by Professional, City shall give Professional specific reasons for disapproval in writing.
- 4. Insurance:** Professional **is** required during the Contract Term to maintain insurance as set forth below: (a) Comprehensive General Commercial Liability insurance covering bodily injury and property damage, with minimum coverage limits—exclusive of defense costs—of \$1,000,000 per occurrence and \$2,000,000 aggregate; (b) Professional Liability (errors and omissions/malpractice) insurance with minimum coverage limits—exclusive of defense costs—of \$2,000,000 per occurrence; and (c) If at any point during the Contract Term it is foreseeable that Professional will enter upon City premises: (i) Worker’s Compensation coverage with statutory limits for the State of Texas, and (ii) Commercial Automobile Liability coverage with minimum coverage limits—

exclusive of defense costs—of \$1,000,000 per occurrence and \$2,000,000 aggregate. All policies must contain a waiver of subrogation against City. Comprehensive General Liability and Commercial Automobile Liability policies must name the City as Additional Insured. Professional shall pay all insurance deductibles and deductibles must not exceed \$10,000 unless approved in advance by City. Professional shall provide City Certificates of Insurance evidencing these insurance requirements prior to the start of work.

5. **Liquidated Damages:** Liquidated damages **are** applicable to this transaction. Professional acknowledges that time is of the essence in performing this Agreement. City and Professional (collectively, the “Parties”) agree that if Professional is late in performing any service designated as **Time Critical** on the Scope of Services attached to this Agreement, City will suffer loss, damages, or other harm from Professional’s delay. The Parties agree that the amount of loss, damages, or harm likely to be incurred as a result of Professional’s delay is incapable or difficult to precisely estimate, and therefore the Parties desire to stipulate the amount of such loss, damages, or harm. Accordingly, Professional shall have deducted from any amounts owed under this Agreement liquidated damages equal to the number of calendar days of the delay(s) times the daily rate, which rate shall be one-tenth of one percent (0.1%) times the compensation shown in the Scope of Services for such Time Critical service. The Parties further agree that: (i) the liquidated damages specified herein are not a penalty but rather bear a reasonable relationship to, and is not plainly or grossly disproportionate to, the probable loss likely to be incurred by City as a result of Professional’s delay; (ii) one of the reasons for City and Professional to agree to such amounts is the uncertainty and cost of litigation regarding the question of actual damages; and (iii) City and Professional are sophisticated business parties and negotiated this Agreement at arm’s length.
6. **Independent Professional:** Professional is an independent Professional and is not an employee, partner, joint venture, or agent of City. Professional understands and agrees that he/she will not be entitled to any benefits generally available to City employees. Professional shall be responsible for all expenses necessary to carry out the services under this Agreement and shall not be reimbursed by City for such expenses except as otherwise provided in this Agreement.
7. **Intellectual Property:** This Agreement shall be an Agreement for services and the parties intend and consider any work created as a result of this Agreement, including any and all documentation, images, products or results, to be a work (the “Work”) for hire under federal copyright law. Ownership of the Work shall belong to and remain the exclusive property of City. The Work may be edited at any time within City’s discretion. If the Work would not be considered a work-for-hire under applicable law, Professional hereby assigns, transfers, and conveys any and all rights, title and interest to City, including without limitation all copyrights, patents, rights of reproduction, rights to ownership, and right to secure registrations, renewals, reissues and extensions thereof. As the sole copyright holder of the Work, City maintains and asserts the rights to use, reproduce, make derivative works from, and/or edit the Work in any form of medium, expression or technology now known or hereafter developed, at any time within City’s discretion. Professional shall not sell, disclose or obtain any other compensation for the services provided herein or the Work. If the Work is one to which the provisions of 17 U.S.C. § 106A apply, Professional hereby waives and appoints City to assert on Professional’s behalf Professional’s moral rights or any equivalent rights regarding the form or extent of any alteration to the Work (including, without limitation, removal or destruction) or the making of any derivative works based on the Work, including, without limitation, photographs, drawings or other visual reproductions of the work, in any medium, for City’s purposes.

8. **Confidentiality:** During the course of the services to be provided under this Agreement, Professional may become privy to confidential information of City. Professional agrees to treat as confidential the information or knowledge that becomes known to Professional during performance of this Agreement and to not use, copy, or disclose such information to any third party unless authorized in writing by City. This provision does not restrict the disclosure of any information that is required to be disclosed under applicable law. Professional shall promptly notify City of any misuse or unauthorized disclosure of City's confidential information and upon expiration of this Agreement shall return to City all confidential information in Professional's possession or control. Professional shall further comply with all information security policies of City that may apply and shall not make any press releases, public statements or advertisement referring to the services provided under this Agreement or the engagement of Professional without the prior written approval of City.
9. **Warranties and Representations:** Professional warrants and agrees that Professional shall perform its services and conduct all operations in conformity with all applicable federal, state, and local laws, rules, regulations, and ordinances. For any service performed on premises owned or controlled by City, Professional warrants and agrees that Professional will perform said services in compliance with all City rules, including but not limited to, prohibitions related to tobacco use, alcohol, and other drugs.
10. **Licenses/Certifications:** Professional represents and warrants that it will obtain and maintain in effect, and pay the cost of, all licenses, permits or certifications that may be necessary for Professional's performance of this Agreement. If Professional is a business entity, Professional warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its formation; and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver the Agreement and is authorized to execute this Agreement according to its terms on behalf of Professional.
11. **Performance/Qualifications:** Professional agrees and represents that Professional has the personnel, experience, and knowledge necessary to qualify Professional for the particular duties to be performed under this Agreement. Professional warrants that all services performed under this Agreement shall be performed consistent with generally prevailing professional or industry standards.
12. **Conflict of Interest:** Professional warrants, represents, and agrees that Professional presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with Professional's performance of the services hereunder. Professional further warrants and affirms that no relationship or affiliation exists between Professional and City that could be construed as a conflict of interest with regard to this Agreement.
13. **INDEMNIFICATION: PROFESSIONAL SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS CITY , AND EACH OF ITS OFFICIALS, OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES AND LIABILITIES, INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES AND REASONABLE LITIGATION COSTS, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY ACTS OR OMISSIONS OF PROFESSIONAL**

**OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF PROFESSIONAL IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT, TO THE EXTENT THE CLAIM ARISES FROM NEGLIGENCE, WILLFUL ACT, BREACH OF CONTRACT OR VIOLATION OF LAW.**

14. **Force Majeure:** Neither party shall be liable to the other for (i) any delay in performance; (ii) any other breach; (iii) any loss or damage; or (iv) any contribution to or aggravation of any of the foregoing; arising solely from uncontrollable forces such as fire, theft, storm, war, or any other cause that could not have been reasonably avoided by the party's exercise of due diligence.
15. **Notices:** Any notice given under this Agreement by either party to the other may be affected either by personal delivery in writing or by mail, registered or certified postage prepaid with return receipt requested. Mailed notices shall be addressed to the addresses of the Parties as they appear in the contract. Notices delivered personally shall be deemed communicated at the time of actual receipt. Mailed notices shall be deemed communicated three (3) days after mailing.
16. **Texas Family Code Child Support Certification:** Pursuant to Section 231.006 of the Texas Family Code, Professional certifies that it is not ineligible to receive the award of or payments under the Agreement and acknowledges that the Agreement may be terminated, and payment may be withheld if this certification is inaccurate.
17. **State Auditor:** Professional understands that acceptance of funds under the Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, the "Auditor"), to conduct an audit or investigation in connection with those funds. Professional agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation providing all records requested. Professional will include this provision in all contracts with permitted subprofessionals.
18. **Jurisdiction:** Any disputes under this Agreement shall be brought in a court of competent jurisdiction in Galveston, Texas and governed by Texas law.
19. **Alternative Dispute Resolution:** To the extent that Chapter 2260, Texas Government Code, is applicable to this Contract and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General Pursuant to Chapter 2260, shall be used by City and Professional to attempt to resolve any claim for breach of contract made by Professional that cannot be resolved in the ordinary course of business. The Director of Finance of City shall examine Professional's claim and any counterclaim and negotiate with Professional in an effort to resolve such claims. This provision shall not be construed as a waiver by City of its right to seek redress in the courts.
20. **Entire Agreement:** This Agreement contains the entire understanding between the Parties and supersedes all prior agreements, arrangements, and understanding, oral or written between the Parties relating to this Agreement. This Agreement may not be modified except by mutual written agreement of the Parties executed subsequent to this Agreement.
21. **Eligibility to Receive Payment:** Professional certifies that, as a matter of state law, it is not ineligible to receive the Agreement and payments pursuant to the Agreement and acknowledges that the Agreement may be terminated, and payment withheld if this representation is inaccurate.

22. **Payment of Debt/Delinquency to State:** Professional certifies that it is not indebted to the City of League City and is current on all taxes owed to the City of League City. Professional agrees that any payments owing to Professional under the Agreement may be applied directly toward any debt or delinquency that Professional owes the City of League City regardless of when it arises, until such debt or delinquency is paid in full.
23. **Products and Materials Produced in Texas:** If Professional will provide services under the Agreement, Professional covenants and agrees that in performing its duties and obligations under the Agreement, it will purchase products and materials produced in Texas when such products and materials are available at a price and delivery time comparable to products and materials produced outside of Texas.
24. **Risk of Loss:** All work performed by Professional pursuant to the Agreement will be at Professional's exclusive risk until final and complete acceptance of the work by City. In the case of any loss or damage to the work, or the need to redo or revise the work for any reason except to accommodate a City request to materially alter the work, prior to City's acceptance, bearing the costs of such loss or damage to or such redo or revision of the work will be Professional's responsibility.
25. **Publicity:** Professional shall not use City's name, logo or likeness in any press release, marketing materials or other public announcement without receiving City's prior written approval.
26. **Legal Construction/Severability:** In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision, and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained in it. To this end, the provisions of this Agreement are declared to be severable. The Parties may mutually agree to renegotiate the Agreement to cure such illegality/invalidity or unconstitutionality if such may be reasonably accomplished.
27. **Limitations:** The Parties are aware that there are constitutional and statutory limitations on the authority of City to enter into certain terms and conditions of the Agreement, including, but not limited to, those terms and conditions relating to liens on City's property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys' fees; dispute resolution; indemnities; and confidentiality (collectively, the "Limitations"). Any terms and conditions related to the Limitations will not be binding on City except to the extent authorized by the laws and Constitution of the State of Texas.
28. **Sovereign Immunity:** The Parties agree that neither the execution of the Agreement by City nor any other conduct, action or inaction of any City representative relating to the Agreement constitutes a waiver of sovereign immunity by City.
29. **Authority:** The Parties stipulate that in entering into this Agreement, the City is performing a solely governmental function and not a proprietary function. Professional warrants and represents that Professional has full power and authority to enter into and perform this Agreement and to make the grant of rights contained herein. The person signing on behalf of City represents that he/she has authority to sign this Agreement on behalf of City.

30. **Non-Waiver:** The Parties specifically agree that neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of a claim constitute grounds for the suspension of performance by Professional. No covenant or condition of this Agreement may be waived except by written consent of the waiving party. Forbearance or indulgence by one party in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by the other party.
31. **Prohibitions Pursuant to Texas Government Code:** By executing this Agreement Professional verifies that Profession (1) does not boycott Israel and will not during the term of this Agreement per Section 2274.002; (2) is not engaged in business with Iran, Sudan, or any company on the list referenced in Section 2252.152; (3) does not boycott energy companies and will not during the term of this Agreement per 2274.002; and (4) does not have a practice, policy, guidance, or directive of this Agreement against a firearm entity or firearm trade association and will not during the term of this Agreement per 2274.002.

*(signature block on next page)*

Executed on \_\_\_\_\_ . *(date to be filled in by City Secretary)*

**ARDURRA GROUP, INC. - "Professional"**



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Jeffrey S. Peters, P.E., BCEE

**CITY OF LEAGUE CITY - "City"**

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John Baumgartner, City Manager

**Attest:**

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Diana Stapp, City Secretary

**Approved as to Form:**

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Office of the City Attorney

# **Exhibit A**

**Scope of Services/Description of Products/Payment Schedule**  
(9 pages, including this page)

See Next Pages



## **SCOPE OF SERVICES FOR CITY OF LEAGUE CITY, TX DALLAS SALMON WWTP MISCELLANEOUS IMPROVEMENTS**

### **PROJECT BACKGROUND AND INTRODUCTION**

Ardurra Group, Inc. (Professional) will perform the necessary tasks to complete a Condition Assessment Report, Design, Bid, and limited Construction Phase Services for the Dallas Salmon Wastewater Treatment Plant (WWTP) Miscellaneous Improvements Project for the City of League City, TX (City) as defined in this Scope of Services.

The City identified four immediate need areas of the DSWWTP that need to be programmed for a fast track final design package and construction. The Work generally includes the following:

1. Item 1 is the replacement of the FRP distribution launders at the inlet and outlet side of the aerations basins. These units which had to have supplemental strengthening after original installation are now at the end of service life and need to be replaced.
2. Item 2 is the replacement of the Belt Press wash water booster system.
3. Item 3 is the replacement of the slide gates at the Clarifier Distribution Splitter Box.
4. Item 4 is the replacement of the Main Breaker within the ATS.

The Professional has developed a conceptual construction cost estimate of \$3,400,000 based on the replacement of the above components. This estimate will be updated at the milestone submittals. The work associated with these Professional services is separated into the following tasks:

- Task 1 – Condition Assessment & Technical Memorandum (TM) Report
- Task 2 – Design Phase Services
- Task 3 – Bid Phase Services
- Task 4 – Construction Phase Services
- Task 5 – Special Services
- Task 6 – Additional Services

The scope of work presented below describes the level of services for this project by task.

### **BASIC SERVICES**

#### **Task 1 – Condition Assessment**

The Condition Assessment Professional services will include an engineering analysis of the identified scope to confirm replacement scope, design approach and whether additional improvements and/or updates are warranted.

- A. Professional will conduct a project kick-off meeting with City staff at City Office; support staff via M-Teams. The project kick-off meeting will discuss project expectations, schedule, deliverables and confirm project goals. Professional will conduct progress meetings during the Design Phase with City staff to review work completed to date, project schedule, and other issues. This may

## Exhibit A / Detailed Scope of Services

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be combined with a site visit.

- B. Site visit and field investigation as needed.
- C. Hazard mitigation improvements for resiliency and current flood plain code compliance with respect to installation of any new electrical panels and location of mechanical equipment.
- D. Professional's Opinion of Probable Construction Cost (OPCC) for the recommended improvements (including contingency appropriate for Planning level phase of design)
- E. Professional will attend one progress meeting after submission of the draft Condition Assessment TM to review final comments from the City. These meetings may be combined with subsequent submittal meetings later defined in this scope to keep overall meeting effort minimized.
- F. Deliverables:
  - 1. The Professional will provide an electronic copy of the Draft Condition Assessment TM for the City's review and comments.
  - 2. After receipt of review comments, the Professional will attend a virtual City review meeting to understand and discuss responses to the review comments.
  - 3. Professional shall incorporate review comments, as appropriate, and submit an electronic copy (pdf) of the final Condition Assessment Technical Memorandum.

### **Task 2 – Design Phase Services**

- A. Professional will perform Data Collection and Analysis - Record Research, Operational and Performance Data Review as required.
- B. Create drawings to execute Miscellaneous Improvements scope.
- C. Develop a construction sequencing and bypass plan if required to obtain a more accurate cost of project.
- D. Develop a conceptual cost estimate commensurate with the 60% design submittal efforts.
- E. Professional will prepare complete Contract Documents (plans and specifications) for use in bidding and constructing the work associated with the Project as defined in the 30% Design Phase Services.
- F. Professional will perform quality assurance/quality control procedures during the Design Phase. Those procedures will include a technical review of the 60 percent, 90 percent, and final design deliverables. Professional will utilize Bluebeam Studio review sessions and comment response logs to track and respond to City comments.
- A. Generally, the work will include the following:
  - 1. Coordination with City personnel to minimize plant shutdowns.
  - 2. Site civil & yard piping layout as required.
  - 3. Process mechanical and structural demolition plan.
  - 4. Proposed process mechanical layouts.
  - 5. Proposed construction sequencing plans as required.
  - 6. Structural demolition plans.

## Exhibit A / Detailed Scope of Services

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7. Proposed Structural modification plans and sections.
  8. Process and instrumentation diagrams as needed.
  9. Electrical modifications and controls as required.
  10. Technical Specifications. At 60% will provide a TOC of specifications. At 90% and Final Design will provide complete Project Manual. Bid form and assembly of City standard Division 0's provided by the City.
  11. All designs shall meet Local, State, and Federal Codes and Ordinance requirements.
  12. Scope includes coordination with City staff to meet all building requirements to have Drawings Permit ready.
  13. Professional will coordinate any power needs or modifications with the power provider.
  14. Professional will coordinate with plant staff on any modifications or upgrades needed to SCADA System, as appropriate to this phase of improvements.
  15. Perform QA-QC on all documents.
- B. Design Deliverables
1. 60 Percent Design Completion:
    - a) Electronic set of Drawings.
    - b) Electronic Technical Specifications Table of Contents.
    - c) Electronic copy of the OPCC.
    - d) Other applicable documents as listed in Exhibit B of the agreement.
  2. 90 Percent Design Completion
    - a) Electronic set of Drawings.
    - b) Electronic set of Technical Specifications and Bid Documents.
    - c) Electronic copy of the OPCC.
    - d) Other applicable documents as listed in Exhibit B of the agreement
  3. Final Design Completion
    - a) Electronic set of Final Drawings.
    - b) Electronic set of Final Technical Specifications and Bid Documents.
    - c) Electronic copy of the OPCC.
    - d) Other applicable documents as listed in Exhibit B of the agreement.
- C. Cost Estimate
1. Professional will develop a list of bid scope items and prepare an opinion of probable construction cost (OPCC) for inclusion with each design deliverable (60 percent, 90 percent, and Final).
- D. Submit two (2) sets of half sized sealed plans and Technical Specifications and Bid Documents.

### Task 3 – Bid Phase Services

Bidding services will be performed as described below:

- A. Professional will provide Notice to Bidders (NTB) and bid ready Drawings and Project Manual to the City's Project Manager in an electronic form. City is responsible for bid advertisement in compliance with Local Government code.
- B. Professional will upload and manage approved bid documents distribution through Civcast.
- C. Professional will attend and assist with the pre-bid meeting.

## Exhibit A / Detailed Scope of Services

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- D. Professional will coordinate with the City as necessary to respond to questions from bidders and prepare and upload addenda to Civcast.
- E. Professional will prepare Professional's Recommendation of Award Letter that includes the following required content:
  - 1. Check for math errors and reconciliation of any mathematical discrepancies.
  - 2. Review for unbalanced bid items.
  - 3. Bid Tabulation
  - 4. Check references.
  - 5. Recommendation of award letter.

Professional will provide a maximum of 3 copies of the Conformed Project Manual for contract execution between the City and the selected Contractor.

### **Task 4 – Construction Phase Services**

Professional will provide office and field support services during the construction phase of the Project. By performing these services, Professional shall not have authority or responsibility to supervise, direct, or control Contractor's work or Contractor's means, methods, techniques, sequences, or procedures of construction. Professional shall not have authority or responsibility for safety precautions and programs incident to Contractor's work or for any failure of Contractor to comply with laws, regulations, rules, ordinances, codes, or orders applicable to Contractor furnishing and performing the work. Specific services to be performed by Professional related to the construction contract are as follows:

- A. Submittal Reviews: The Professional will review and approve, or take other appropriate action, with respect to shop drawings, equipment operation manuals, samples, and other data which the Contractor is required to submit for conformance with the Contract Documents. Appropriate language will be incorporated into the construction project manual to limit excessive submittal submission liability by the City and Professional. Submittal review responses will be provided through electronic correspondence.
- B. Conformed Documents: Professional will provide a maximum of 5 copies of the Conformed half-size plans and project Manual for City and Contractor's use during construction. Additionally, provide 1 copy of full size plans to Engineering Department.
- C. Meetings: Professional will attend a Pre-Construction Meeting and Monthly Progress Meetings to be held during the project with the City and Contractor to discuss aspects of the project presently underway, project schedule, and upcoming issues. The scope of work assumes a pre-construction meeting and up to 8 progress meetings led by the City. These meetings will generally be about one hour in duration. The appropriate Professional team members shall attend these meetings virtually to discuss pertinent issues, typically by one or two people.
- D. Periodic Site Visits: The Professional will make periodic visits every 4 months to the site to observe construction progress. Visits may be conducted in conjunction with the construction progress meetings to observe construction progress. The purpose of the visits will be to assess the construction progress, quality of the work, and determine if the work is proceeding in accordance with the Contract Documents.

## Exhibit A / Detailed Scope of Services

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- E. Requests for Information and Work Change Directives: The Professional will address Requests for Information (RFIs) submitted during construction to provide additional feedback regarding the intent of the Contract Documents. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. The Professional will recommend Work Change Directives (WCDs) to the City staff as appropriate for the City to approve and issue the directives. The Professional shall not issue or have the authority to approve such WCDs until the City has approved and accepted the Contractor's cost and schedule change to implement such WCDs. RFI responses and WCDs will be provided by email.
- F. Substantial and Final Completion Inspections: Construction of the project is assumed to be completed in phases. Once notified by the Contractor that the construction work on the phase is substantially complete, the Professional will have a representative on site to conduct the necessary inspection(s), in conjunction with the City and Contractor, to determine if the work is substantially complete. After considering any objections by the City, the Professional will deliver a list of items to be corrected or completed prior to achieving Final Completion. The Substantial Completion Certificate and Punchlist will be provided by email. Once notified by the Contractor that the punchlist items are complete, the Professional will conduct a final inspection to determine if the completed work is acceptable. The Professional will give written notice to the City and Contractor once the work is found to be acceptable and recommend final payment to the Contractor. The Final Completion Letter will be provided by email.
- G. Record Drawings: The Contractor will provide the Professional the complete record of As-Built redlines (Contractor's record of field changes to the work) and the Professional will develop Record Drawings based on those As-Built redlines. Professional will provide Record Drawings in electronic pdf format for the City's records.
- H. Final Closeout: Ensure that Contractor submits all Operation and Maintenance documents to the Professional as required by the Contract Documents. Ensure Contractor's closeout documents are received. Review for completeness and accuracy, final pay estimates, as built records, redlines, and drawings. Once received, notify the City Project Manager when completed. Prepare and recommend final payment recommendation.

This Task does not include full time resident inspection services or material testing by Professional. In the event City desires or requests Professional to be on-site during the construction period (over and above Basic Services), Professional will perform requested inspections, meetings, claims coordination, or other investigative services at its standard on-call Professional rates.

### Task 5 – Special Services

- A. Miscellaneous Project Expenses: Construction Management and Field Resident Inspection will be provided by the City and not included in Professional's scope of services. City will provide Professional with site visit reports as condition of Professional completing Certificate of Substantial Completion. Materials testing and special inspections will be provided and coordinated by the City and not included in Professional's scope of services. Professional will provide recommendation to City on required/suggested materials testing types and frequencies once repair methods have been determined. A not-to-exceed budget of \$3,000 will be set for

## Exhibit A / Detailed Scope of Services

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Professional's miscellaneous project expenses such as reproductions, local mileage, deliveries. This cost will be invoiced at cost plus 10%.

### **Task 6 – Additional Services**

- A. Professional recommends an allowance for additional and unforeseen work efforts should they be necessary in support of this project. Professional will request City authorization prior to expending any of the funds allocated to this task.

### **SCHEDULE**

- A. Professional shall initiate each phase of work described herein immediately upon the execution of the Agreement and upon issuance by City of Notice to Proceed.
- B. Condition Assessment and Future Phasing Study
  - 1. Professional shall submit the Draft TM Report deliverable within 45 calendar days of Notice to Proceed.
  - 2. Professional shall submit the Final TM Report deliverable within 20 calendar days from receipt of City's comments on the Draft Report.
- C. Miscellaneous Improvements Design
  - 1. Professional shall submit the 60% design deliverable within 100 calendar days of Notice to Proceed.
  - 2. Professional shall submit the 90% design deliverable within 45 calendar days from receipt of City's comments on the 60% design deliverable.
  - 3. Professional shall submit the Final design deliverable within 20 calendar days of receipt of City's comments on the 90% design deliverable.
  - 4. Professional estimates 75 calendar days for Bid and Award Phase.
  - 5. Professional estimates 400 calendar days for Construction Phase.

### **CLARIFICATIONS AND EXCLUSIONS**

- A. It is assumed that improvements will be confined within the existing property and no work will be done outside of the plant fence, including modification of the outfall or discharge piping.
- B. Professional understands that existing stormwater detention will be adequate for proposed improvements, so no analysis of runoff will be required.
- C. No geotechnical work is anticipated and therefore not included.
- D. No survey work is anticipated and therefore not included. Past Record Drawings will be relied upon for proposed work; unless sewer rehab is identified and required.
- E. No landscaping or arborist services are anticipated and therefore not included.
- F. No SCADA system evaluation is anticipated as the City recently completed major SCADA upgrades at the DSWWTP facility.
- G. Any City or local permits required for construction will be the responsibility of the successful Contractor.

# Exhibit A / Detailed Scope of Services

**TABLE A-1  
TO AGREEMENT BETWEEN PROFESSIONAL AND CITY FOR PROFESSIONAL SERVICES  
FOR  
DALLAS SALMON WWTP FOR MISCELLANEOUS IMPROVEMENTS  
BASIC SERVICES FEES**

TASK NO.	SUBTASK NO.	TASK DESCRIPTION	AMOUNT
<b>BASIC SERVICES</b>			
Task 1		Condition Assessment TM (LS)	\$ 50,400
Task 2 <sup>TC</sup>		Final Design Services (LS)	\$ 256,300
Task 3		Bid Phase Services (LS)	\$ 12,000
Task 4		Construction Phase Services (LS)	\$ 69,000
Subtotal Basic Services			\$ 387,700
<b>SPECIAL SERVICES</b>			
Task 5		Misc. Project Expense Budget (NTE)	\$3,000
<b>ADDITIONAL SERVICES</b>			
Task 6		Additional Services (HNE)	\$5,000
<b>TOTAL CONTRACT AMOUNT</b>			<b>\$ 395,700</b>

NOTE: Time-Critical tasks totaling \$256,300 will be completed in 165 days ,excluding City review periods.

LS – Lump Sum

NTE – Not to Exceed

HNE – Hourly Not to Exceed

TC – Time Critical Task

**TABLE A-2  
TO AGREEMENT BETWEEN PROFESSIONAL AND CITY FOR PROFESSIONAL SERVICES  
FOR  
DALLAS SALMON WWTP MISCELLANEOUS IMPROVEMENTS  
HOURLY LABOR BILLING RATES**

LABOR CATEGORY	Max Hourly Billing Rate
Project Director	\$300
Technical Director, Specialist, or QA/QC Reviewer	\$300
Senior Project Manager	\$285
Senior Project Professional 7/8	\$280
Project Professional 5/6	\$260
Project Professional 3/4	\$175
Cost Estimator	\$150
CAD Designer	\$150
Word Processor	\$100
Contract Admin	\$100
Construction Manager	\$175
Sr. Resident Project Representative	\$145
Resident Project Representative	\$150
Construction Administrative Assistant	\$100



## **Exhibit B**

Applicable - See Next Pages

## PSA Exhibit B

### PHASE REQUIREMENTS

#### I. Design Phase Services must conform to the following submittal types and requirements:

##### A. 30% Submittals (Schematic Design) should, at a minimum, include the following:

1. Plans that contain the following information: **30% Not Applicable. Consultant will submit a Condition Assessment TM & move to 60%.**
  - a. Cover Sheet
  - b. Field Survey Plan Sheet
  - c. Design Plan Sheets that show Existing Conditions and proposed concepts with the existing and proposed work clearly identified
  - d. Demo Plan
  - e. Typical Cross-Sections
2. List of preliminary Utility Conflicts and contact information for appropriate utilities.
3. Updated Design Schedule
4. Preliminary Opinion of Probable Costs (OPCC)
5. Permitting recommendations/requirements
6. Traffic Impact Analysis (if needed)
7. Draft H&H Study and/or Preliminary Engineering Report (if needed)
8. Preliminary Land Acquisition Information (if needed)
9. Preliminary Geotechnical findings (if needed)
10. Preparation of Exhibits and attendance at Public Meeting (if needed)

##### B. 60% Submittals (Design Development) should, at a minimum, include the following:

1. Plans that contain the following information:
  - a. Cover Sheet w/ index
  - b. General Notes
  - c. Sheet Layout
  - ~~d. Typical Cross Sections~~
  - ~~e. Survey Control~~
  - f. Demo Plan
  - ~~g. Grading Plan (if needed)~~
  - ~~h. Tree Protection and/or Landscape Plan (if needed)~~
  - ~~i. Traffic Control Plan (if needed)~~
  - ~~j. Proposed Drainage Area Map and calculations~~
  - ~~k. Plan and Profile drawings with station Number for Water, Sewer, Storm, Street~~
  - ~~l. Intersection Details~~
  - ~~m. Sidewalks, Traffic Signage, & Pavement Marking Plans~~
  - ~~n. SW3P Plan Sheet(s) and Details~~
  - o. Standard CoLC Details applicable for project
  - p. Project Specific Requirements/Details/Notes such as
    - 1) Electrical Plans/Details
    - 2) Structural Plans/Details
    - ~~3) Signal Plans/Details~~
- ~~2. Final ROW Documents for Land Acquisition (if needed)~~
- ~~3. Completed Geotechnical Report (if needed)~~
4. List of Updated Utility Conflicts and contact information for appropriate utilities
5. List of needed Permits, draft applications for needed Permits

6. List of Technical Specifications that are needed for Project
7. Updated Design Schedule
8. Preliminary Construction Schedule
9. Updated Preliminary OPCC
- ~~10. Preparation of Exhibits and attendance at Public Meeting (if needed)~~

**C. 90% Submittals (Construction Documents) should, at a minimum, include the following:**

1. Updated Design Plans noted above
2. Submittal Letter addressing previous comments made on 60% Review
3. Project Manual – Spec Book, Bid forms, etc.
- ~~4. SW3P Manual with appropriate documentations/signatures as applicable~~
5. Updated OPCC
6. Approved Permits
7. Final List of Utility Conflicts and contact information for appropriate utilities.

**D. Resubmittals**

1. Phase submittals that do not comply with the requirements set forth above may be rejected in the sole absolute discretion of City. Rejected submittals must be resubmitted for review after all comments have been addressed.
- ~~2. Professional will have \$400 deducted from its Compensation for each review by City of a phase submittal after two prior reviews for that same phase.~~

**II. Bid Phase Services should, at a minimum, include the following:**

- A. 100% Construction Plans submitted for final City signatures (a Digital Copy w/ signed cover sheet to be submitted prior to posting for bids).
- B. Completed Project Manual
- ~~C. Completed SW3P Manual~~
- D. Final OPCC
- E. Updated Construction Schedule
- F. Preparation of Exhibits and attendance at Public Meeting (if needed)
- G. Assist with the advertisement of the project (if needed)
- H. Address any RFI during Bid process (if needed)
- I. Attend and Assist in running a Pre-Bid Meeting (if needed)
- J. Provide Addendums to Bid Documents (if needed)
- K. Once Bids are opened, prepare Bid Evaluation, check references, and provide recommendation of award to City
- L. Print and bind three (3) sets of contracts/specifications, secure Contractor signatures and deliver signed contracts to the City for final execution.

**III. Construction Phase Services should, at a minimum, include the following:**

- A. Preparation of Exhibits and attendance at Public Meeting (if needed) prior to Project Start
- B. Attendance at Construction Progress Meetings (if needed)
- C. Periodic Site Visits (minimum 1 visit per month of construction)
- D. Review, Track, and make recommendations related to RFIS, Material Submittals, Change Orders, etc.
- E. Address found Design Conflicts in the Field
- F. Provide paper & digital copies of As-Builts