

# **PROFESSIONAL SERVICES AGREEMENT**

## **for**

### **PRAIRIE CREEK WWTP ELECTRICAL IMPROVEMENTS PROJECT**

The City of Lewisville, Texas (the “City”), hereby engages HDR Engineering, Inc. (the “Consultant”), to perform professional services relating to engineering design, bid phase services, and construction phase services in connection with Prairie Creek WWTP Electrical Improvements (the “Project”).

#### **I. PROJECT.** The Project is described as follows:

The City is currently experiencing an annual population growth rate of 1.27%, and this rate is expected to remain steady through build-out in 2050. This growth in population is increasing flow and concentrations into the City’s wastewater system. As a result, the City is nearing the capacity limits of their current TCEQ permit phase at the Prairie Creek Wastewater Treatment Plant (PCWWTP) and requires expansion. The City completed the *Prairie Creek Wastewater Treatment Plant Master Plan* (Master Plan) in 2020. This Master Plan outlines the needed capital improvements plan (CIP) for the PCWWTP to meet anticipated future flows and permit limitations to build-out in 2050. The CIP includes phased improvements and sequencing for each proposed plant expansion.

The purpose of this project is to perform engineering design, bidding, and construction services for the Electrical Improvements Project identified in the City’s Master Plan. The improvements project is the first identified project in the Master Plan’s CIP. Identified main electrical equipment components are nearing the end of their service life and require replacement. The intent of this project is to extend the life of the identified electrical equipment until major improvements can be implemented at the plant. The project will include improvements in the following areas: Prairie Creek Lift Station, Headworks, Plant I Blowers, Tertiary Filters, Chlorine Storage and Feed Facility, Sludge Pump Station, Blower Building, and improvements to the power distribution system.

#### **II. PROJECT SCOPE.**

The specific electrical scope of work for the Project includes the following:

##### Filter System

1. Replace MCC-12 (3 sections) located at Tertiary Dual Media Filters
2. Replace transformer T7 located adjacent to MCC-12. Change from 12.47kV-480V Delta to 12.47kV-480V Wye.

##### Filter Building

1. Replace MCC (6 sections) including Power Factor (PF) controller (ABB RVT). Sections containing Blower Units #1 & 2 are no longer utilized so 6 sections may not be needed.

##### Chlorine Storage Building and Feed

1. Replace two existing dry type transformers, panelboard, TVSS, and load center in the feed area.

2. Replace electrical disconnect switches (qty 4) for two cranes and two exhaust fans.

#### Sludge Pump Building

1. Evaluate Digester Pumps #1 and #2 Halmar Robicon Group VFDs to determine condition and identify needed improvements.
2. Provide a harmonic filter on the two VFDs. Probable location to be pad mounted on the exterior of the building along the wall supporting the VFDs.

#### Blower Building

The Blower Building contains MCC-11 which feeder the Sludge Pump Building and the Belt Building (Solids Handling Facility).

1. Replace MCC-11 (2 sections) including Power Factor (PF) controller (ABB RVT).

#### Exterior Transformers

1. Replace transformers T5, T6, T8. Change from 12.47kV-480V Delta to 12.47kV-480V Wye.

#### Existing Electrical Design Incorporation

This project will incorporate the existing PCWWTP “Electrical Improvements” project currently at 90% design, developed by McCreary & Associates, Inc. This design includes:

1. Replace transformers T1, T2, T3 located at the Prairie Creek Lift Station, Headworks, and Plant I Blower area, respectively. Change from 12.47kV-480V Delta to 12.47kV-480V Wye.
2. Demo and install new aeration basin blower starters and associated equipment at Plant I.
3. Improvements to paneling for associated work.

#### Arc Flash Study

An Arc Flash Study will be developed by McCreary & Associates, Inc. that will encompass the entirety of this improvements project. The Study will include all nine plant transformers.

In developing the scope of work and associated task budgets discussed in this proposal, HDR has made the assumptions outlined below:

- City will provide front end Contract Specifications.
- Consultant will use Consultant’s 6-Digit, 50 division format (CSI MasterFormat) general requirements and technical specifications as tailored to specific needs for the PROJECT.
- Consultant and City will use the Consultant’s SharePoint document management system during design to post reference documents and deliverables to provide access by staff from both entities.
- Drawings will be produced in AutoCAD/REVIT. The HDR BIM standards will be followed.
- Consultant will distribute copies of bid ready documents and addenda to plan holders using the City’s preferred platform.

- Consultant will provide construction administration support services as noted in the detailed Scope of Work (does not include Resident Project Representative services).
- City will provide daily inspection services during construction.
- City field inspection and office staff will conduct initial review of contractor pay requests and sign the pay request. It will be sent to CONSULTANT for review and signature, then returned to the City for final approval.
- Consultant will manage construction document flow from the contractor during the construction phase (submittals, requests for information, field order requests, etc.) using the Consultant's document management system.
- This Scope of Work does not include a detailed analysis of alternatives for electrical components. Instead, Consultant will lead a discussion with City staff during the project kick-off meeting to discuss the general advantages and disadvantages of different options, and the Consultant and City will agree upon the preferred options for this project at the kick-off meeting.
- The Scope and Fee for Task 300 is based on a construction period of 12 months. If the allowable construction period is increased in the bid documents and/or if the actual construction period exceeds 12 months, the Scope and Fee will be increased accordingly to extend the Consultant's services through the construction period.

Refer to the additional assumptions as delineated by task in the detailed scope herein.

**A. BASIC SERVICES.** Basic services are delineated by task as follows:

**Task 100 – PRELIMINARY AND FINAL DESIGN SERVICES**

Series 100 tasks include preliminary and final design services and the issuance of contract documents for construction.

**Task 101 – Project Set-up and Administration (through Design Services, 12 months)**

As part of project planning and set-up, CONSULTANT will develop a project management and quality plan outlining the project goals and objectives, scope of work, communications protocols, and quality review plan. A kick-off meeting will be held with the CITY to confirm key elements of the project management and quality plan, project scope objectives, baseline schedule, and initial technical items (a detailed list is included in Task 102). Throughout project execution, CONSULTANT will conduct monitoring and control activities to track project progress and develop monthly invoices with project activity reports for submittal to the CITY. Activity reports will document activities completed in the previous period and planned activities for the following month.

*Deliverables:*

- Project Management Plan (includes quality control)
- Project Kick-off Meeting agenda and summary
- Monthly invoices with activity report and updated project schedule

### **Task 102 – Information / Data Collection and Review**

CONSULTANT will develop and submit a data needs request to obtain initial data and information for review. Requested data and information will include the following:

- Existing record drawings of improvement areas
- Existing electrical schematics
- CITY standard front-end documents for use in developing the contract documents
- CITY applicable design standards

The level of effort for this task assumes the CITY will collect and assemble the data and upload to CONSULTANT's SharePoint document management system for download by the CONSULTANT in electronic format. CONSULTANT will then review record information as provided by the CITY.

*Deliverables:*

- Data Needs Request

### **Task 103 – Preliminary Design**

CONSULTANT will conduct preliminary design activities to consider alternatives and prepare a 30% design of the electrical improvements. CONSULTANT will perform the following tasks:

- As part of the project kick-off meeting, CONSULTANT will facilitate a discussion on various alternatives the electrical improvements. CITY operations, maintenance, and engineering staff will participate in the meeting. The goal of the meeting is to reach consensus on most or all of the following topics to facilitate preliminary design development:
  - Electrical options for the following areas:
    - Tertiary Filters
    - Chlorine Storage and Feed Facility
    - Sludge Pump Station
    - Blower Building
    - Power distribution system – transformer replacement
- Prepare a Preliminary Design Report that presents the following:
  - Project background
  - Results of the alternative evaluation/discussion
  - Design criteria for electrical and instrumentation
  - 30% complete design drawings, including:
    - Site layout
    - Electrical site plan
    - Plan and section cuts
    - One-line Diagrams
    - MCC Elevations
  - Opinion of Probable Construction Cost (OPCC)

*Note on all OPCCs conducted for this Project: Any opinions of probable construction cost or cost estimates provided by Engineer are made on the basis of information available to Engineer and on the basis of Engineer's experience and qualifications, and represents its*

*judgment as an experienced and qualified professional engineer. However, since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, Engineer does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost or cost estimates prepared by Engineer.*

- Submit the draft Preliminary Design Report to the CITY for review. Meet with the CITY to discuss comments on the report. Address the comments and submit the final Preliminary Design Report.

*Deliverables:*

- Alternatives discussion meeting summary (conducted with the Project Kick-off Meeting)
- Draft Preliminary Design Report (5 copies)
- Preliminary Design Report review meeting agenda and summary
- Final Preliminary Design Report (5 copies)

**Task 104 – Detailed Design**

Upon confirmation and acceptance by CITY of the Preliminary Design Report, CONSULTANT will perform the following:

- Develop a construction sequencing specification to identify the requirements and constraints to maintain service of the PCWWTP during construction. Supplement the specification with drawings as needed.
- Coordinate with the CITY and other design firms for the other ongoing design and construction projects at the site.
- Develop 60%, 90%, and Final (100%) level of completeness drawings and specifications with an updated OPCC at each deliverable milestone for CITY review and comment.
- Prior to submitting the 60% and 90% drawings and specifications to the CITY, conduct an internal QC review of the drawings and specifications based on CONSULTANT'S guidelines and procedures that have been established to assure the application of industry design practices.
- Conduct 60% and 90% review meetings at the CITY's office. Comments will be compiled in a comments log by the CITY, and CONSULTANT will provide written responses to each comment.
- Upon receipt of 90% review comments from the CITY, CONSULTANT will address comments and develop the Final drawings and specifications.
- If required, submit the Final drawings and specifications to the Texas Commission on Environmental Quality (TCEQ) with the Preliminary Design Report for review and approval. If not required, a letter will be sent to TCEQ notifying them of the project and indicating the all TCEQ requirements are being met.
- Develop and submit Arc Flash Study Report that will encompass the improvements project and all nine plant transformers.

*Deliverables:*

- Five (5) copies of 60% drawings (half-size) and specifications
- 60% OPCC
- 60% review meeting agenda and meeting summary
- Five (5) copies of 90% drawings (half-size) and specifications
- 90% OPCC
- 90% review workshop agenda and meeting summary
- Five (5) copies of Final drawings (half-size) and specifications
- Submittal to TCEQ (if necessary)
- Final OPCC
- Three (3) copies of the Arc Flash Study Report

## **TASK 200 BID PHASE SERVICES**

Series 200 tasks include bid phase services.

### **Task 201 – Bidding Assistance**

Advertise the project, inquiry receipt, and posting of addenda. Additionally, prepare for and attend one (1) pre-bid meeting for plan holders at the Project site.

Receive bidder inquiries and respond as appropriate. Develop addenda as needed (includes internal QC review of any noted changes that impact original design and construction). Submit addenda to the CITY for review and approval prior to issuing to plan holders.

Attend and assist the CITY during one (1) bid opening.

*Deliverables:*

- Project bidding management
- Pre-bid conference with agenda and summary
- Sets of bid ready documents and addenda as needed per plan holder requests for hard copies (purchase cost to be determined and provided to CONSULTANT by individual plan holders)
- Addenda, including responses to Bidder inquiries

### **Task 202 – Bidder Qualifications Review**

Review and evaluate the qualifications of the apparent successful bidder and the proposed major or specialty subcontractors when warranted. The review and evaluation will include such factors as previously constructed work, financial resources, technical experience, and responses from references.

*Deliverables:*

- Summary of successful bidder qualifications (completeness, questionnaire, qualifications)

### **Task 203 – Bid Tabulation and Recommendation of Award**

Prepare and distribute formal bid tabulation sheets, evaluate bids, and make written recommendations to the CITY concerning contract award.

*Deliverables:*

- Package containing the bid tabulation, evaluation summary, and award recommendation letter

**Task 204 – Conformed Document Preparation and Distribution**

Prepare and distribute conforming copies of the construction contract documents. These services will include review of contractor's bonds, furnishing the Contractor unsigned construction contract documents, and transmitting the construction contract documents to the CITY for signature and distribution.

*Deliverables:*

- Two (2) full-size and five (5) half-size prints of the unsigned “Conformed to Bid” construction contract documents to the successful bidder
- One (1) full-size and five (5) half-size prints of the unsigned “Conformed to Bid” construction contract documents to the CITY
- Electronic versions of conformed documents in pdf format will be provided to the CITY

**TASK 300 CONSTRUCTION PHASE SERVICES**

Perform support services during the construction phase of the project. The CITY will perform the administration of the construction contract.

**Task 301 – Pre-Construction Meeting**

At a date and time selected by the CITY and at a facility provided by the CITY, attend the preconstruction conference and assist the CITY during the conference. The preconstruction conference shall include a discussion of the Contractor's tentative schedules, procedures for transmittal and review of the Contractor's submittals, processing payment applications, critical work sequencing, change orders, record documents, and the Contractor's responsibilities for safety and first aid.

*Deliverables:*

- Pre-construction conference agenda and summary will be prepared by the CITY.

**Task 302 – Construction Document Management**

Serve as main point of contact for construction correspondence from the Contractor with the CITY copied on all correspondence. The Consultant's system will be used for electronic document management of submittals, requests for information (RFIs), field order requests, etc. Consultant will maintain a log of correspondence received and track review time to facilitate timely response.

**Task 303 – Periodic Site Visits and Construction Meetings**

Make periodic visits to the construction site to observe progress of the work and consult with the CITY and the Contractor concerning problems and progress of the work. The level of effort assumes up to a twelve (12) month construction schedule. Up to twelve (12) site visits and progress meetings will be attended. Each visit is assumed at four (4) hours total,

which includes a two-hour meeting plus two hours of site observation time and/or additional discussion.

#### **Task 304 – Submittal Review**

Review schedules, drawings and other major equipment and structure data submitted by the Contractor as required by the construction contract documents. The level of effort assumes electronic transmittal of submittals.

*Deliverables:*

- Submittal review comments with disposition

#### **Task 305 – Change Order Assistance**

Assist the CITY in evaluating proposed changes, including applications for extension of construction time. Provide an opinion on the reasonableness of cost and scheduling aspects of proposed changes. The CITY will negotiate with the Contractor to obtain a fair price for the work and process and log all change orders.

#### **Task 306 – Substantial Completion Inspection**

Upon substantial completion, inspect the construction work, in the company of the CITY's representative. Prepare a punch-list of those items to be completed or corrected before final completion of the project. Submit results of the inspection to the CITY. HDR will not conduct a final completion inspection. CITY staff will verify completion of punch-list items and recommend final payment.

*Deliverables:*

- Substantial Completion inspection (1-day site visit)
- Punch-list items

#### **Task 307 – Startup Assistance**

Observe startup of the new equipment. Five (5) man-days is assumed for this task.

#### **Task 308 – Record Drawings**

Upon completion of the project, revise the construction contract drawings to reflect the red-lined Drawings provided by the CITY.

*Deliverables:*

- One (1) full-size print, one (1) half-size print, and one (1) electronic file (in pdf and AutoCAD/REVIT formats)

**B. ADDITIONAL SERVICES.** The following services are not included in this scope of services and require additional written authorization to proceed by the CITY. A fee will be negotiated for each task as needed and will be billed the same as Basic and Special Services.

- Factory witness testing of PLCs and variable frequency drives
- Operations and maintenance training in addition to the training provided by manufacturers
- Additional preliminary and detailed design services (beyond services delineated under Task 100)

- Additional cost estimating beyond that stated in the Basic Services
- Additional bid phase, construction phase and start-up services (beyond services delineated under Tasks 200 and 300), including additional construction site visits and/or meetings and additional submittal and RFI review beyond a reasonable number
- Power systems study and arc flash labeling of the electrical systems during construction

III. **COMPENSATION.** The total fee for services provided under this Agreement shall not exceed **\$450,984.00**. Each task has been written on a fee basis as noted below:

|   |              |
|---|--------------|
| Task 100 – Design Phase Services            | \$322,522.00 |
| Task 200 – Bidding and Award Phase Services | \$ 14,858.00 |
| Task 300 – Construction Phase Services      | \$113,604.00 |

The basis for compensation is outlined in Attachment “C”. Invoices shall be submitted by cover letter from the project engineer. The letter shall certify that the invoice properly represents work actually done. The City reserves the right to request additional justification prior to payment of any invoice. If satisfactory justification is not received, the City reserves the right to amend the invoice or to refuse to make payment without incurring penalty or interest. Invoices shall be based on percentage of work completed per identifiable unit of work. The City agrees to make prompt payments for all approved invoices and agrees to pay interest at the rate approved by law for approved invoices not paid within 30 days from the date of approval.

IV. **INSURANCE.** The Consultant agrees to maintain insurance throughout the term of the contract, in accordance with Attachment “A”. All Certificates of Insurance shall be kept current and shall be forwarded to the Purchasing Division of the City by cover letter from the Consultant. Insurance certificate must be received and approved prior to commencement of work. The Consultant shall also review and forward certificates covering sub-consultants.

V. **REUSE OF DOCUMENTS.** All documents, including drawings and specifications prepared by the Consultant pursuant to this Agreement, are instruments of service in respect of the Project. They are not intended or represented to be suitable for reuse by the City or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by the Consultant for the specific purpose intended will be at City’s sole risk and without liability or legal exposure to the Consultant from all claims, damages, losses and expenses including attorney’s fees arising out of or resulting therefrom. Any such verification or adaptation will entitle the Consultant to further compensation at rates to be agreed upon the City and the Consultant.

VI. **OWNERSHIP OF DOCUMENTS.** Original documents, plans, designs, reports and survey notes developed in connection with services performed hereunder belong to, and remain the property of the City, in consideration of which it is mutually agreed that the City will use them solely in connection with the Project, save with the express consent of the Consultant. The Consultant shall retain reproducible copies or electronic files of such documents for at least five (5) years and shall furnish copies to the City for reimbursable costs, if so requested.

- VII. INDEMNIFICATION.** THE CONSULTANT AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT IS CAUSED BY OR RESULTS FROM ANY NEGLIGENT ACT OR OMISSION, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY CONSULTANT, ITS AGENT, EMPLOYEE, CONSULTANT UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE CONSULTANT EXERCISES CONTROL, IN THE PERFORMANCE OF THIS AGREEMENT; EXCEPT THAT THE INDEMNITY AND DEFENSE PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OR FAULT OF THE CITY, ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONSULTANTS OR CONTRACTORS, AND IN THE EVENT OF JOINT AND CONCURRING NEGLIGENCE OR FAULT OF THE CONSULTANT AND THE CITY, RESPONSIBILITY AND INDEMNITY, IF ANY, SHALL BE APPORTIONED IN ACCORDANCE WITH THE LAW OF THE STATE OF TEXAS, WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE DUTY TO DEFEND SHALL NOT APPLY IN THE CASE OF A CLAIM BASED WHOLLY OR PARTLY ON THE NEGLIGENCE OF, FAULT OF, OR BREACH OF CONTRACT BY THE CITY, ITS AGENTS OR EMPLOYEES, OR OTHER ENTITY (EXCLUDING THE CONSULTANT OR ITS AGENT, EMPLOYEE, CONSULTANT UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE CONSULTANT EXERCISES CONTROL) OVER WHICH THE CITY EXERCISES CONTROL, IN WHICH INSTANCE THE CITY'S REASONABLE ATTORNEY'S FEES SHALL BE REIMBURSED BY CONSULTANT IN PROPORTION TO THE CONSULTANT'S LIABILITY. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.
- VIII. TIME OF COMPLETION.** A project schedule, shown in Attachment "B" is hereby included in this Professional Services Agreement by reference. The Consultant agrees to perform the services in accordance with the schedule, to the extent over which the Consultant has control.
- IX. TERMINATION.** This Agreement may be terminated without cause at any time prior to completion of the Consultant's services by the City, or by the Consultant with cause, upon seven days written notice to the City at the address of record. Termination shall release each party from all obligations of this Agreement, except those outlined in Paragraphs V, VI and VII above. Upon notice of termination, the Consultant shall prepare and submit to City a final invoice within 15 days.
- X. INDEPENDENT CONTRACTOR.** Consultant shall be considered an independent

contractor and not an agent, servant, employee, or representative of the City in the performance of the services. No term or provision herein or act of the City shall be construed as changing that status.

- XI. CONFIDENTIAL INFORMATION.** To the extent allowed by law, the City will safeguard and keep from release any documents marked “proprietary” or information not generally available to the public. However, the City will, if required, comply with all requirements of the Texas Public Information Act with regard to any documents in its possession at the time of a request made under that Act.
- XII. GOVERNING LAW AND VENUE.** This Agreement is governed by the laws of the State of Texas. Exclusive venue for any dispute arising out of this Agreement is in Denton County, Texas.
- XIII. ARBITRATION.** In the event of a dispute which may arise under this Agreement, the City does not agree to arbitration.
- XIV. PROTECTION OF RESIDENT WORKERS.** The City of Lewisville actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The Consultant shall establish appropriate procedures and controls so no services under the Contract Documents will be performed by any worker who is not legally eligible to perform such services or employment. The City reserves the right to audit consultant’s employment records to verify the existence of a completed Employment Eligibility Verification Form (I-9) for every worker performing services under the Contract Documents. The audit will be at the City’s expense.
- XV. IMMIGRATION REFORM AND CONTROL ACT (8 U.S.C. §1324a).** The City of Lewisville supports the Immigration Reform and Control Act (IRCA) which is a comprehensive scheme prohibiting the employment of unauthorized aliens in the United States. The Consultant shall submit a declaration signed under penalty of perjury of the laws of the State of Texas stating that it has not been found in violation of IRCA by the United States Attorney General or Secretary of Homeland Security in the preceding five (5) years. The Consultant shall ensure that its Subcontractors submit a declaration signed under penalty of perjury of the laws of the State of Texas stating that they have not been found in violation of IRCA by the United States Attorney General or Secretary of Homeland Security in the preceding five (5) years. The Consultant and its Subcontractors shall at all times during the term of the contract with the City comply with the requirements of IRCA and shall notify the City within fifteen (15) working days of receiving notice of a violation of IRCA. The City may terminate a contract with the Consultant if the City determines that (a) the Consultant or its Subcontractors have been untruthful regarding IRCA violations in the preceding five (5) years; (b) if the Consultant fails to ensure that its Subcontractors submit the aforementioned declaration; or (c) the Consultant or its Subcontractors fail to timely notify the City of an IRCA violation.

**XVI. ADA COMPLIANCE.** All goods and services provided to the City must be compliant with the Americans with Disabilities Act ("ADA") and all regulations promulgated pursuant to the ADA. Consultant will be required to certify compliance, if applicable.

**XVII. SUCCESSORS AND ASSIGNS.** The City and Consultant each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to partners, successors, executors, administrators and assigns of each other in party in respect to all covenants of this Agreement. Neither the City nor the Consultant shall assign, sublet or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as giving any right or benefits hereunder to anyone other than the City and the Consultant.

**XVIII. DISCLOSURE.** Pursuant to Chapter 176 of the Texas Local Government Code, a person or agent of a person who contracts or seeks to contract with the City of Lewisville must complete a conflict of interest questionnaire if the person or agent has an affiliation or business relationship that might cause a conflict of interest with the City. The conflict of interest questionnaire, which is available online at [ethics.state.tx.us](https://ethics.state.tx.us), must be filed with the City Secretary of the City of Lewisville no later than the seventh business day after the person or agent begins contract discussions or negotiations with the City of Lewisville or submits to the City of Lewisville an application, response to a request for proposal or bid, correspondence, or another writing related to a potential agreement with the City of Lewisville. An updated conflict of interest questionnaire must be filed in accordance with Chapter 176 of the Local Government Code.

Said person should consult with legal counsel if they have questions regarding its compliance with the requirements of Chapter 176. It is the responsibility of each person or agent who is contracting or seeking to contract with the City of Lewisville to comply with the filing requirements of Chapter 176.

**XIX. TEXAS GOVERNMENT CODE CHAPTER 2271.** Pursuant to Texas Government Code Chapter 2271, Contractor affirms that execution of this Agreement serves as written verification that Contractor: (1) does not boycott Israel, as defined by Texas Government Code Section 808.001; and (2) will not boycott Israel during the term of the Agreement.

**XX. TEXAS GOVERNMENT CODE CHAPTER 2252.** Pursuant to Texas Government Code Chapter 2252, Subchapter F, Contractor affirms, by entering into this Agreement, that it is not identified on a list created by the Texas Comptroller of Public Accounts as a company known to have contracts with or provide supplies or services to Iran, Sudan, or a foreign terrorist organization.

**XXI. PERFORMANCE:** In compliance with Texas Local Government Code 271.904, the Contractor agrees to perform the services outlined herein with the professional skill and care ordinarily provided by competent engineers practicing under the same or similar circumstances and professional license; and to perform the services outlined herein as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer, under the schedule as referenced in Section VIII of this Agreement.

**XXII. CLOSURE.** By signature below, the parties to this Agreement hereby bind themselves to the terms stated herein, including all attachments referred to herein.

**CITY OF LEWISVILLE, TEXAS**  
**Approved by the Lewisville City**  
**Council** \_\_\_\_\_

By: \_\_\_\_\_  
Donna Barron, City Manager

By: \_\_\_\_\_  
Ramon Miguez, P.E./Vice President

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

Date: July 7Th, 2021

Attest: \_\_\_\_\_  
Julie Worster, City Secretary

Attest: \_\_\_\_\_  
Joel Cantwell P.E./Vice President

**CITY OF LEWISVILLE**  
151 West Church Street  
Lewisville, Texas 75057

**HDR ENGINEERING, INC.**  
17111 Preston Road, Suite 300  
Dallas, Texas 75248-1232

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Lizbeth Plaster, City Attorney

## **Attachment A**

### **INSURANCE REQUIREMENTS** **ENGINEERING/ARCHITECTURE PROJECTS**

Vendor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the vendor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Vendor's bid.

#### **A. MINIMUM SCOPE OF INSURANCE**

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage "occurrence" form CG 00 01 (10 01). **"Claims Made" form is unacceptable except for professional liability.**
2. Workers' Compensation insurance as required by the Labor Code of the State of Texas, including Employers' Liability Insurance.
3. Automobile Liability – as required by the State of Texas, covering all owned, hired, or non-owned vehicles. Automobile Liability is only required if vehicle(s) will be used under this contract. Coverage not required for delivery services.
4. Professional Liability and/or Errors and Omissions Insurance.

#### **B. MINIMUM LIMITS OF INSURANCE**

Vendor shall maintain throughout contract limits not less than:

1. Commercial General Liability: \$500,000 per occurrence/\$1,000,000 aggregate for bodily injury, personal injury and property damage. Policy will include coverage for:
  - a. Premises – Operations
  - b. Broad Form Contractual Liability
  - c. Products and Completed Operations
  - d. Use of Contractors and Subcontractors
  - e. Personal Injury
  - f. Broad Form Property Damage
  - g. If applicable, Explosion Collapse and Underground (XCU) Coverage (when applicable, Fire Damage, Medical Expense).

***NOTE: The aggregate loss limit applies to each project.***

2. Workers' Compensation and Employer's Liability: Workers' Compensation Statutory limits as required by the Labor Code of the State of Texas and Employer's Liability minimum limits of \$500,000 per injury, \$500,000 per occurrence, and \$500,000 per occupational disease.
3. Automobile Liability - \$500,000 Combined Single Limit. Limits can only be reduced if approved by the HR Director or designee.
4. Professional Liability and/or Errors and Omissions - \$500,000 per occurrence - \$1,000,000 Aggregate.
5. Builders' Risk Insurance (as applicable) – Completed value form, insurance carried must equal the completed value of the structure.

**C. DEDUCTIBLES AND SELF-INSURED RETENTIONS**

Any deductible or self-insured retentions must be declared to and approved by the City.

**D. OTHER INSURANCE PROVISIONS**

The policies are to contain, or be endorsed to contain the following provisions:

1. General Liability and Automobile Liability Coverages
  - a. The City, its officers, officials, employees, Boards and Commissions and volunteers are to be added as "Additional Insured" as respects liability arising out of activities performed by or on behalf of the vendor, products and completed operations of the vendor, premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers. It is understood that the business auto policy under "Who is an Insured" automatically provides liability coverage in favor of the City.
  - b. The vendor's insurance coverage shall be primary and non-contributory insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the vendor's insurance and shall not contribute with it.
  - c. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the City, its officers, officials, and employees, Boards and Commissions or volunteers.
  - d. The vendor's insurance shall apply separately to each insured against whose claim is made or suit is brought, except to the limits of the insured's liability.
2. Waiver of Subrogation – All Coverages except Professional Liability  
Each insurance policy required by this exhibit except Professional Liability shall waive all rights of subrogation against the City, its officers, officials, employees, and volunteers for losses arising from work performed by the vendor for the City.
3. Notice of Cancellation - All Coverages  
Each insurance policy required by this exhibit shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given the City, or ten (10) days prior written notice for non-payment of premium.

4. Professional Liability (applicable only to certified or licensed Engineers and or Architects)  
“Claims made” policy is acceptable coverage which must be maintained during the course of the project and up to two (2) years after completion and acceptance of the project by the City.

**E. ACCEPTABILITY OF INSURERS**

The City prefers that Insurance be placed with insurers with an A.M. Best’s rating of no less than **A-:VI, or, A or better** by Standard and Poors. Professional Liability carriers will need to be approved by the HR Director or designee.

**F. VERIFICATION OF COVERAGE**

Contractor shall furnish the City with certificates of insurance affecting coverage required. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates of Insurance must be provided on forms approved by the Texas Department of Insurance. City will not accept Memorandums of Insurance or Binders as proof of insurance. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

**G. HOLD HARMLESS AND INDEMNIFICATION**

THE CONSULTANT AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT IS CAUSED BY OR RESULTS FROM ANY NEGLIGENT ACT OR OMISSION, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY CONSULTANT, ITS AGENT, EMPLOYEE, CONSULTANT UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE CONSULTANT EXERCISES CONTROL, IN THE PERFORMANCE OF THIS AGREEMENT; EXCEPT THAT THE INDEMNITY AND DEFENSE PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OR FAULT OF THE CITY, ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONSULTANTS OR CONTRACTORS, AND IN THE EVENT OF JOINT AND CONCURRING NEGLIGENCE OR FAULT OF THE CONSULTANT AND THE CITY, RESPONSIBILITY AND INDEMNITY, IF ANY, SHALL BE APPORTIONED IN ACCORDANCE WITH THE LAW OF THE STATE OF TEXAS, WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE DUTY TO DEFEND SHALL NOT APPLY IN THE CASE OF A CLAIM BASED WHOLLY OR PARTLY ON THE NEGLIGENCE OF, FAULT OF, OR BREACH OF CONTRACT BY THE CITY, ITS AGENTS OR EMPLOYEES, OR OTHER ENTITY (EXCLUDING THE CONSULTANT OR ITS AGENT, EMPLOYEE, CONSULTANT UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE CONSULTANT EXERCISES CONTROL) OVER WHICH THE CITY EXERCISES CONTROL, IN WHICH INSTANCE THE CITY’S REASONABLE ATTORNEY’S FEES SHALL BE REIMBURSED BY CONSULTANT IN PROPORTION TO THE CONSULTANT’S LIABILITY. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

## Attachment B - Project Schedule

City of Lewisville - PCWWTP Electrical Improvements Project

| ID | Task Name   | Duration | Start       | Finish      |     |     |     |     |     |     |     |     |     |      |  |  |     |     |     |     |     |     |     |     |     |     |     |     |      |  |  |     |     |     |     |     |     |     |
|----|---|----------|-------------|-------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|------|--|--|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|------|--|--|-----|-----|-----|-----|-----|-----|-----|
|    |   |          |             |             | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | 2022 |  |  | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | 2023 |  |  | Jan | Feb | Mar | Apr | May | Jun | Jul |
| 1  | Task100 - Design Phase Services                     | 195 days | Mon 5/31/21 | Fri 2/25/22 |     |     |     |     |     |     |     |     |     |      |  |  |     |     |     |     |     |     |     |     |     |     |     |     |      |  |  |     |     |     |     |     |     |     |
| 2  | Task 101 - Project Set-up & Admin                   | 195 days | Mon 5/31/21 | Fri 2/25/22 |     |     |     |     |     |     |     |     |     |      |  |  |     |     |     |     |     |     |     |     |     |     |     |     |      |  |  |     |     |     |     |     |     |     |
| 3  | Task 102 - Info/Data Collection & Review            | 15 days  | Mon 6/7/21  | Fri 6/25/21 |     |     |     |     |     |     |     |     |     |      |  |  |     |     |     |     |     |     |     |     |     |     |     |     |      |  |  |     |     |     |     |     |     |     |
| 4  | Task 103 - Prelim Design                            | 60 days  | Mon 6/21/21 | Fri 9/10/21 |     |     |     |     |     |     |     |     |     |      |  |  |     |     |     |     |     |     |     |     |     |     |     |     |      |  |  |     |     |     |     |     |     |     |
| 5  | Task 104 - Detailed Design                          | 120 days | Mon 9/13/21 | Fri 2/25/22 |     |     |     |     |     |     |     |     |     |      |  |  |     |     |     |     |     |     |     |     |     |     |     |     |      |  |  |     |     |     |     |     |     |     |
| 6  | Task200 - Bidding Phase Services                    | 67 days  | Mon 2/28/22 | Tue 5/31/22 |     |     |     |     |     |     |     |     |     |      |  |  |     |     |     |     |     |     |     |     |     |     |     |     |      |  |  |     |     |     |     |     |     |     |
| 7  | Task 201 - Bidding Assistance                       | 45 days  | Mon 2/28/22 | Fri 4/29/22 |     |     |     |     |     |     |     |     |     |      |  |  |     |     |     |     |     |     |     |     |     |     |     |     |      |  |  |     |     |     |     |     |     |     |
| 8  | Task 202 - Bidder Qualifications Review             | 10 days  | Mon 5/2/22  | Fri 5/13/22 |     |     |     |     |     |     |     |     |     |      |  |  |     |     |     |     |     |     |     |     |     |     |     |     |      |  |  |     |     |     |     |     |     |     |
| 9  | Task 203 - Bid Tabulation & Recommendation of Award | 7 days   | Mon 5/16/22 | Tue 5/24/22 |     |     |     |     |     |     |     |     |     |      |  |  |     |     |     |     |     |     |     |     |     |     |     |     |      |  |  |     |     |     |     |     |     |     |
| 10 | Task 204 - Conformed Const Drawings                 | 5 days   | Wed 5/25/22 | Tue 5/31/22 |     |     |     |     |     |     |     |     |     |      |  |  |     |     |     |     |     |     |     |     |     |     |     |     |      |  |  |     |     |     |     |     |     |     |
| 11 | Task300 - Construction Phase Services               | 261 days | Mon 6/13/22 | Mon 6/12/23 |     |     |     |     |     |     |     |     |     |      |  |  |     |     |     |     |     |     |     |     |     |     |     |     |      |  |  |     |     |     |     |     |     |     |
| 12 | Task 301 - Pre-Const Mtg                            | 1 day    | Mon 6/13/22 | Mon 6/13/22 |     |     |     |     |     |     |     |     |     |      |  |  |     |     |     |     |     |     |     |     |     |     |     |     |      |  |  |     |     |     |     |     |     |     |
| 13 | Task 302 - Const Document Management                | 261 days | Mon 6/13/22 | Mon 6/12/23 |     |     |     |     |     |     |     |     |     |      |  |  |     |     |     |     |     |     |     |     |     |     |     |     |      |  |  |     |     |     |     |     |     |     |
| 14 | Task 303 - Monthly Site Visits & Const Mtgs         | 250 days | Mon 6/13/22 | Fri 5/26/23 |     |     |     |     |     |     |     |     |     |      |  |  |     |     |     |     |     |     |     |     |     |     |     |     |      |  |  |     |     |     |     |     |     |     |
| 15 | Task 304 - Submittal Review                         | 130 days | Mon 6/13/22 | Fri 12/9/22 |     |     |     |     |     |     |     |     |     |      |  |  |     |     |     |     |     |     |     |     |     |     |     |     |      |  |  |     |     |     |     |     |     |     |
| 16 | Task 305 - Change Order Assistance                  | 250 days | Mon 6/13/22 | Fri 5/26/23 |     |     |     |     |     |     |     |     |     |      |  |  |     |     |     |     |     |     |     |     |     |     |     |     |      |  |  |     |     |     |     |     |     |     |
| 17 | Task 306 - Substantial Completion Inspection        | 5 days   | Mon 4/10/23 | Fri 4/14/23 |     |     |     |     |     |     |     |     |     |      |  |  |     |     |     |     |     |     |     |     |     |     |     |     |      |  |  |     |     |     |     |     |     |     |
| 18 | Task 307 - Start-up Assistance                      | 11 days  | Mon 4/17/23 | Mon 5/1/23  |     |     |     |     |     |     |     |     |     |      |  |  |     |     |     |     |     |     |     |     |     |     |     |     |      |  |  |     |     |     |     |     |     |     |
| 19 | Task 308 - Record Drawings                          | 11 days  | Mon 5/29/23 | Mon 6/12/23 |     |     |     |     |     |     |     |     |     |      |  |  |     |     |     |     |     |     |     |     |     |     |     |     |      |  |  |     |     |     |     |     |     |     |

**Attachment C**  
**Basis of Compensation**  
**City of Lewisville**  
**Prairie Creek Wastewater Treatment Plant Electrical Improvements**

| TaskDescription   | HDR                  |                    |                         |                  |                            |                        |                          |                     |          |                |            |            |            | McCreary & Associates<br>Electrical | OVERALL FEE<br><br>TOTAL |
|---|----------------------|--------------------|-------------------------|------------------|----------------------------|------------------------|--------------------------|---------------------|----------|----------------|------------|------------|------------|-------------------------------------|--------------------------|
|   | Labor                |                    |                         |                  |                            |                        |                          |                     |          |                |            | Expenses   | HDR TOTAL  |                                     |                          |
|   | Project<br>Principal | Project<br>Manager | Sr. Project<br>Engineer | Electrical<br>QC | Sr. Electrical<br>Engineer | Electrical<br>Engineer | Electrical<br>Technician | Electrical<br>Admin | Admin    | Total<br>Hours | Labor Cost |            |            |                                     |                          |
|   | Cantwell             | Bailey             | Livas                   | Davila           | McMahon                    | Salazar                | Various                  | Various             | Rayshell |                |            |            |            |                                     |                          |
| Task 100<br><br>Design Phase<br><br>Task 101 - Project Set-up & Admin<br>Task 102 - Info/Data Collection and Review<br>Task 103 - Preliminary Design<br>Task 104 - Detailed Design  |                      |                    |                         |                  |                            |                        |                          |                     |          |                |            |            |            |                                     |                          |
|   | 20                   | 164                | 33                      | 34               | 188                        | 722                    | 314                      | 32                  | 20       | 1,527          | \$ 253,278 | \$ 24,144  | \$ 277,422 | \$ 45,100                           | \$ 322,522               |
|   | 8                    | 120                | 15                      | 2                | 6                          | 20                     | -                        | -                   | -        | 171            | \$ 30,896  | \$ 1,517   | \$ 32,413  | \$ -                                | \$ 32,413                |
|   | -                    | -                  | -                       | -                | 24                         | 40                     | -                        | -                   | -        | 64             | \$ 13,082  | \$ 523     | \$ 13,605  | \$ -                                | \$ 13,605                |
|   | 4                    | 8                  | -                       | 11               | 39                         | 148                    | 64                       | 12                  | -        | 286            | \$ 47,201  | \$ 4,587   | \$ 51,788  | \$ 2,200                            | \$ 53,988                |
| Task 200<br><br>Bidding Phase Services<br><br>Task 201 - Bidding Assistance<br>Task 202 - Bidder Qualifications Review<br>Task 203 - Bid Tabulation and Recommendation of Award<br>Task 204 - Conformed Construction Documents  | 8                    | 36                 | 18                      | 21               | 119                        | 514                    | 250                      | 20                  | 20       | 1,006          | \$ 162,099 | \$ 17,517  | \$ 179,616 | \$ 42,900                           | \$ 222,516               |
|   | 2                    | 8                  | 4                       | -                | 10                         | 28                     | 20                       | 4                   | 10       | 86             | \$ 14,287  | \$ 571     | \$ 14,858  | \$ -                                | \$ 14,858                |
|   |                      |                    |                         |                  | 4                          | 16                     | 10                       |                     |          | 30             | \$ 4,659   | \$ 186     | \$ 4,845   | \$ -                                | \$ 4,845                 |
|   |                      |                    |                         |                  | 2                          | 2                      |                          |                     |          | 4              | \$ 898     | \$ 36      | \$ 934     | \$ -                                | \$ 934                   |
|   | 2                    | 8                  | 4                       |                  |                            |                        |                          |                     | 10       | 24             | \$ 4,452   | \$ 178     | \$ 4,630   | \$ -                                | \$ 4,630                 |
| Task 300<br><br>Construction Phase Services<br><br>Task 301- Pre-Construction Meeting<br>Task 302 - Construction Document Management<br>Task 303 - Monthly Site Visits and Construction Meetings<br>Task 304 - Submittal Review<br>Task 305 - Change Order Assistance<br>Task 306 - Substantial Completion Inspection<br>Task 307 - Start-up Assistance<br>Task 308 - Record Drawings |                      |                    |                         |                  | 4                          | 10                     | 10                       | 4                   |          | 28             | \$ 4,278   | \$ 171     | \$ 4,449   | \$ -                                | \$ 4,449                 |
|   |                      |                    |                         |                  |                            |                        |                          |                     |          |                |            |            |            |                                     |                          |
|   | 12                   | 76                 | 16                      | -                | 32                         | 368                    | 20                       | 4                   | 4        | 532            | \$ 86,243  | \$ 17,461  | \$ 103,704 | \$ 9,900                            | \$ 113,604               |
|   | 4                    | 4                  | 4                       |                  | 8                          | 8                      |                          |                     |          | 28             | \$ 6,567   | \$ 2,753   | \$ 9,320   | \$ -                                | \$ 9,320                 |
|   |                      | 12                 |                         |                  | 10                         | 80                     |                          |                     |          | 102            | \$ 16,486  | \$ 659     | \$ 17,145  | \$ 9,900                            | \$ 27,045                |
|   | 8                    | 36                 | 12                      |                  |                            | 120                    |                          |                     |          | 176            | \$ 28,691  | \$ 8,828   | \$ 37,519  | \$ -                                | \$ 37,519                |
|   |                      |                    |                         |                  | 10                         | 40                     |                          |                     |          | 50             | \$ 8,805   | \$ 352     | \$ 9,157   | \$ -                                | \$ 9,157                 |
|   |                      | 8                  |                         |                  |                            | 40                     |                          |                     |          | 48             | \$ 7,038   | \$ 282     | \$ 7,320   | \$ -                                | \$ 7,320                 |
|   |                      | 8                  |                         |                  |                            | 20                     |                          |                     |          | 28             | \$ 4,163   | \$ 2,727   | \$ 6,890   | \$ -                                | \$ 6,890                 |
|   |                      | 8                  |                         |                  |                            | 40                     |                          |                     |          | 48             | \$ 7,038   | \$ 1,492   | \$ 8,530   | \$ -                                | \$ 8,530                 |
|   |                      |                    |                         |                  | 4                          | 20                     | 20                       | 4                   | 4        | 52             | \$ 7,455   | \$ 368     | \$ 7,823   | \$ -                                | \$ 7,823                 |
|   |                      |                    |                         |                  |                            |                        |                          |                     |          |                |            |            |            |                                     |                          |
|   | TOTAL                | 34                 | 248                     | 53               | 34                         | 230                    | 1,118                    | 354                 | 40       | 34             | 2,145      | \$ 353,808 | \$ 42,176  | \$ 395,984                          | \$ 55,000                |