

ATTACHMENT A

INSURANCE REQUIREMENTS PROFESSIONAL SERVICES PROJECTS/CONSULTANTS

Services for non-construction projects. Consultants or other professionals including: Accountants, Attorneys, Veterinarians, and Medical Doctors.

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. As the Consultant is a Sole Proprietorship it is expressly understood Worker's Compensation insurance is not required by the State of Texas.
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 Insurer, and / or Errors and Omissions is expressly understood to not be required for this Consultant.

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. Personal Injury
 - e. Broad Form Property Damage

NOTE: The aggregate loss limit applies to each project.

2. Automobile Liability - \$500,000 Combined Single Limit. Limits can only be reduced if approved by the HR Director or designee.

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/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. The coverage shall include defense of claims against the City as additional insured.
- 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, 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

Each insurance policy required by this exhibit 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.

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 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 MAY ARISE OUT OF OR BE OCCASIONED BY CONSULTANT'S BREACH OF ANY OF THESE TERMS AND CONDITIONS OR BY ANY NEGLIGENT OR STRICTLY LIABLE ACT OR OMISSION, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY CONSULTANT, ITS OFFICERS, AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THIS AGREEMENT; EXCEPT THAT THE INDEMNITY PROVIDED FOR IN THE PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OR FAULT OF THE CITY, ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS, AND IN THE EVENT OF JOINT AND CONCURRING NEGLIGENCE OR FAULT OF THE CONSULTANT AND THE CITY OR SOLE NEGLIGENCE OR FAULT OF THE CONSULTANT, 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 AND THE CITY'S REASONABLE ATTORNEY'S FEES SHALL BE REIMBURSED 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.

City of Lewisville's Professional Services Agreement
for the Animal Shelter Expansion Facility
Attachment B - Scope of the Project

Moving cats away from dog kennels and increasing high intake capacity

Separate room for exotic pets

Expanding from 14,733 sf to 19,001 sf 29%

Surgical Suite with recovery rooms

4 flexible rooms for small dogs, large dogs or get-to-know-me

Generator relocated by Facilities

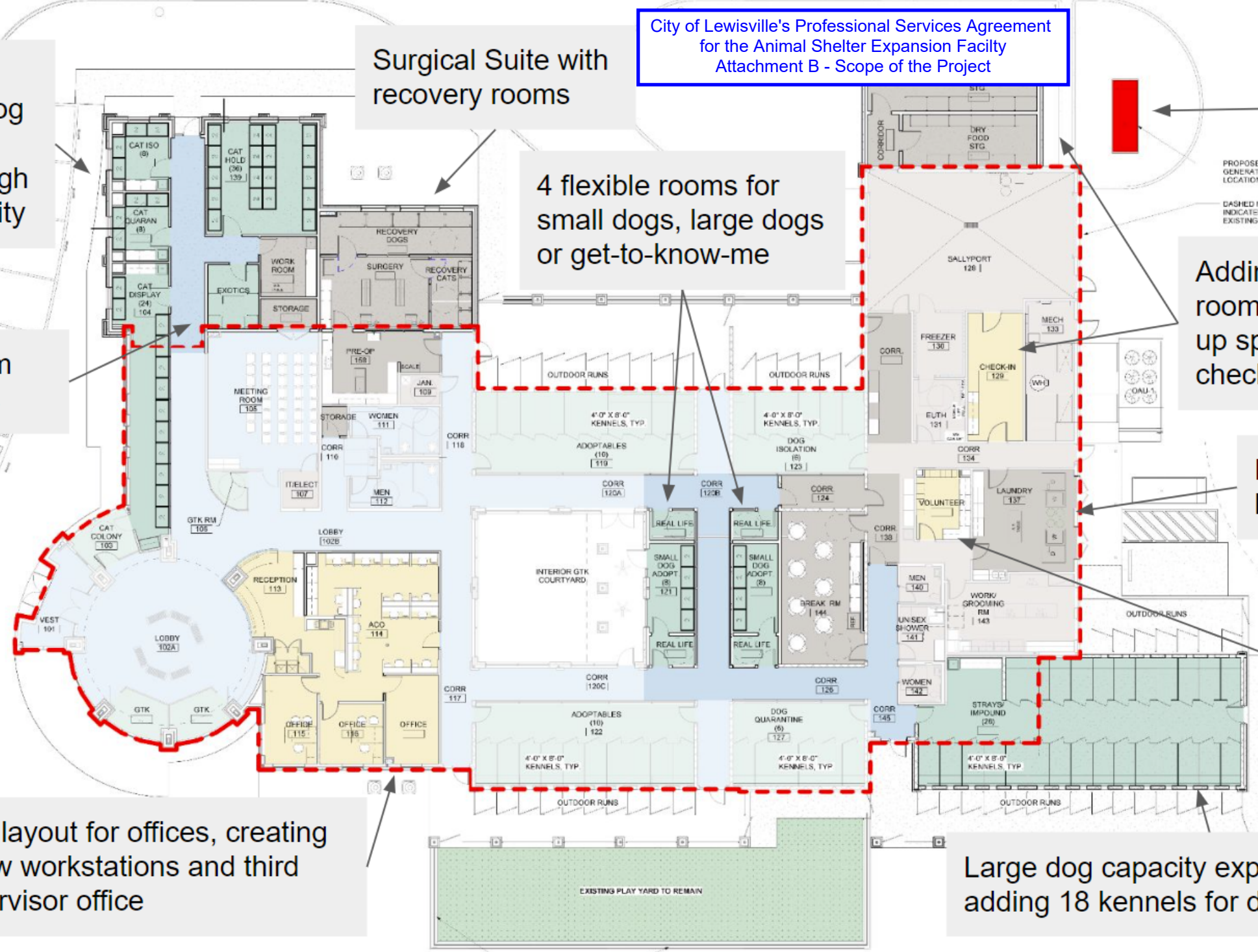
Adding storage room, which opens up space for animal check-in

Expanded laundry room

Volunteer room

New layout for offices, creating 5 new workstations and third supervisor office

Large dog capacity expanded by 51%, adding 18 kennels for dogs >20lbs





City of Lewisville's Professional Services Agreement
for the Animal Shelter Facility Expansion &
Renovation Attachment B – Services & Compensation
Summary

I. Basic Services - Preconstruction

The Scope of Services for Preconstruction includes the following major categories. These categories are further defined in the detailed line items that can be found on the pages that follow, under their respective categories:

- 1.A Project Discovery, Goals & Project Definition**
- 1.B Goal-setting, Scheduling & Information Management**
- 1.C Cost Management**
- 1.D Best Value Procurement Process**
- 1.E Ongoing Preconstruction Services**

II. Basic Services - Construction

The Scope of Services for Construction includes the following major categories. These categories are further defined in the detailed line items that can be found on the pages that follow, under their respective categories:

- 2.A One Time Tasks – Set Up Project Controls & Information Management Systems**
- 2.B Ongoing Project Control Services – Cost, Schedule & Information Management**
- 2.C Cost Management**
- 2.D Owner Stakeholder Management**
- 2.E Quality Management**

III. Compensation, Clarifications & Exclusions

The fees for the above services are **\$ 322,950**. Please see the detail on the following page for more information about how these fees will be earned, as well as a detailed list of clarifications and exclusions.

**City of Lewisville's PSA for Project Control Services
Animal Shelter Expansion & Renovation
Peak Program Value, LLC Attachment B - Services & Compensation**

Updated 19 NOV 2024

Service Item #	Description	Scope of Services			Comments
1.0	Preconstruction				
1.A	Project Discovery, Goals & Project Definition				
.01	Project Leadership Interviews		✓		
.02	Project Goal Setting		✓		
.03	Project Stakeholder Interviews		✓		
.04	Physical Asset Discovery & Documentation Review		By Architect		
.05	Manage Physical Asset Evaluation Process (by 3rd Party Subject Matter Experts)				
.06	Current & Projected Needs Assessment				
.07	Project Scope Definition		✓		
1.B	Goal-setting, Scheduling & Information Management				
.01	Owner's Feasibility Study Consulting Team Management, Facilitation & Report Presentation		Completed		
.02	Project Implementation Plan		✓		
.03	Communication & Information Management Plan				
.04	Conceptual Master Project Schedule		✓		
.05	Conceptual Construction Phasing Plan		✓		
.06	Detailed Master Project Schedule		✓		
1.C	Cost Management				
.01	Programmatic Construction Cost Estimate – One Scheme		✓		
.02	Programmatic Construction Cost Estimate – Additional Schemes (Each)				
.03	Owner's Development Budget Validation		✓		
.04	Conceptual Design Construction Cost Estimate – One Scheme		✓		
.05	Conceptual Design Construction Cost Estimate – Additional Schemes (Each)				
.06	Cash Flow Prediction		✓		
.07	50% Schematic Design Construction Cost Estimate (Assumes Single Scheme)				
.08	100% Schematic Design Construction Cost Estimate (Assumes Single Scheme)		✓		
.09	Validation of GC's Initial Construction Cost Estimate		✓		
.10	50% Design Development Construction Cost Estimate (Assumes Single Scheme)				
.11	GC's Estimate Validation at 100% Design Development		✓		
.12	Validation of the GC's Proposed Final Guaranteed Maximum Price (GMP)		✓		
.13	Value Options, Life Cycle Cost Analysis and Evaluation of New Alternatives		✓		
.14	Constructability Review of 90% Construction Documents (by GC + PPV; Collated by PPV)		✓		
.15	Coordination of Furnishings, Fixtures & Equipment (FF&E), IT, AV and Security Budgets		✓		
1.D	Best Value Procurement Processes	Fee for One Time Tasks - Preconstruction (1.A, 1.B & 1.C Above)			15,530
.01	"Owner-friendly" Design Team Selection Strategies		Completed		
.02	Design Team Proposal Review & Contract Assistance		✓		
.03	"Owner-friendly" Contracting Team Selection Strategies		✓		
.04	Contracting Team Selection Assistance		✓		
.05	Review GC's Sub Prequals; Validate Solicitation, Bid Analysis & Award Recommendation		✓		
.06					
1.E	Ongoing Preconstruction Services (through the Notice to Proceed for Construction)	12 Months at 5,110 per Month =			61,320
.01	Create & Maintain Project Risk Register		✓		
.02	Confirm Entitlements & Franchise Utilities are On Track		✓		
.03	Monitor Design Team's Performance & General Compliance with Industry Standards		✓		
.04	Interactive Work Sessions and Meetings Required for Basic Preconstruction Services		✓		
	Services Duration = Current Proposed Schedule; Extensions Calc'd at Monthly Rate				
Subtotal Preconstruction - One Time + Ongoing Services Above					76,850

**City of Lewisville's PSA for Project Control Services
Animal Shelter Expansion & Renovation
Peak Program Value, LLC Attachment B - Services &
Compensation**

Updated 13 DEC 2024
Printed on 12/13/2024 at 10:17 AM

Service Item #	Description	Scope of Services			Comments
2.0	Construction				
2.A	One Time Tasks - Set Up Project Controls & Information Management Systems				Concurrent w/2.B Below
.01	Cost Management Options Review		✓		
.02	Schedule Management Options Review		✓		
.03	Information Management Options Review		✓		
.04	Set Up the Chosen Systems, Processes & Tools for Tracking:		✓		
.1	Budgets Against Commitments		✓		
.2	Proposed Change Orders		✓		
.3	Pending Commitments		✓		
.4	GC, Design Team, and Consultant Contract Changes		✓		
.5	Contingency Use Log(s)		✓		
.6	Commitments vs. Budget		✓		
.7	Payments vs. Commitments		✓		
.05	Set Up Buyout Savings Tracking Process with GC		✓		
.06	Set Up the Allowances & Furnishings/Equipment Budget Tracking System				
.07	Review Project Controls Systems with Team		✓		
.08	Project Controls Systems Training for Architect & Owner Team				
	One Time Tasks - Set Up Project Controls & Information Management Systems				
2.B	Ongoing Project Control Services - Cost, Schedule & Information Management				
.01	Ongoing Cost Management		✓		
.02	Ongoing Schedule Management		✓		
.03	Ongoing Information Management		✓		
.04	Meetings During Construction:				
.1	Project Executive		N/A		
.2	Senior Project Manager		Monthly		
.3	Project Manager		4X per Month		
.4	Assistant PM		2X per Month		
.05	Review Project Status & Interview Team Members		✓		
.06	Read Weekly Meeting Minutes & Status Logs		✓		
.07	Reporting to Owner		2X per Month		
.08	Review Applications for Payment Monthly:		✓		
.1	Note Compliance with the Contract and Standards of the Industry		✓		
.2	Compare Scheduled/Completed Work vs. Amount Billed		✓		
.3	Review Appropriateness of Contingency Reallocations		✓		
.4	Validate Proper Documentation of Expenditures				
.5	Track Use of Allowances		✓		
.6	Track Invoices for Furnishings & Equipment				
.7	Confirm Buyout Savings Status				
.09	Update Owner's Budget		✓		
.10	Maintain and Update Project Budget Tracking System		✓		
.11	Publish Monthly Reports w/Executive Summary + Detailed Findings				
.12	Establish Schedule Tracking Procedures		✓		
.13	Validate GC's Proposed Change Requests (up to a Max of 5.0% of GC's Contract Amount)		5.0%		
	(5.0 % CO Max is Calculated on GMP without Owner's Owner's Contingency Included)				
	(Evaluating & Negotiating COs Above this 5.0 % Amount is an Additional Service)				
.14	Validate Project Turnover, Start-up, Owner Move-in, and Closeout Procedures		✓		
	Services Duration = Currently Proposed Schedule; Extensions Calc'd at Monthly Rate Below				
	Ongoing Project Control Services - Cost, Schedule & Information Management		20 Months at 12,305 per Month =		246,100

**City of Lewisville's PSA for Project Control Services
Animal Shelter Expansion & Renovation
Peak Program Value, LLC Attachment B - Services & Compensation**

Updated 19 NOV 2024

Service Item #	Description	Scope of Services		Comments
2.C	Owner Stakeholder Management	20 Months		w/Above
.01	Provide Direct Interface with End-users and Other Stakeholders as Required		By City	✓
.02	Align the Owner's Team with PPV's Role, Tools, Reporting Rhythm & Reconciliation Process	✓		✓
.03	Maintain a Single Point of Project Contact for the Owner Team		By City	✓
.04	Plan, Coordinate & Lead Project Update Meetings & Status Report Distribution for Above		By City	✓
.05	Provide a Public Communication Plan for Neighborhoods & Community-wide Citizens		By City	✓
.06	Assist Staff in Coordination of Ground-breaking, Announcements & Press Conferences		By City	✓
.07	Coordinate Design, Approval & Placement of Project Signage		By City	✓
.08	Serve as the Owner's Point of Contact during Construction	✓	By City	✓
.09	Facilitate GC's Conducting Construction Update Meetings at Construction Site		By City	✓
2.D	Quality Management	20 Months		w/Above
.01	Coordinate Project Close Out, including Obtaining Final As-Built Plans from Contractor		✓	
.02	Monitor Construction Progress		✓	
.03	Advise the Owner of Any Observations of Non-Conforming Work or Other Quality Concerns		✓	
.04	Manage the Geotechnical Investigations and Develop Contracts for Geotechnical Firms		✓	
.05	Review Results from Geotechnical Investigations		By Architect	
.06	Review Contractor's Quality Control Plan		✓	
.07	Provide Oversight of Owner's Quality Assurance Plan		✓	
.08	Review Submittals Prepared by the Contractor & Processed by the Design Team		✓	
.09	Coordinate Owner Staff Review of Submittals Where Required		By City	
.10	Coordinate Owner Vendors, to Include Security, Data, Telecom, & Move Management		By City	
.11	Coordinate Furnishings Installation (Furnishings Procurement by Others)		By Architect	
.12	Coordinate Owner's Architect's Site Visits & Facility's Punchlist Distribution/Tracking		By Architect	
.13	Monitor Contractor's Completion of Punchlist Items & Architect's Confirmation of Same		By Architect	
.14	Coordinate Owner's Commissioning Consultant's Site Visits & Review Reports		By Architect	
.15	Monitor Contractor's Compliance w/Commissioning Consultant's Findings & Final Cx Report		By Architect	
.16	Coordinate Turnover of Closeout Documentation & Project Information Management System		✓	
.17	Coordinate Owner's Architect's 11 Month Warranty Site Visit & Distribution Findings		✓	
2.E	Support Services for Other Owner Project Management Responsibilities	20 Months		w/Above
.01	Work with Owner to Issue "Notice(s) to Proceed" on Appropriate Phase(s)		✓	✓
.02	Coordinate TAS Consultant's Site Visit(s) & Review TAS Consultant's Findings		By City	✓
	Support Services for Other Owner Project Management Responsibilities	20 Months		w/Above
Subtotal Preconstruction + Construction Services Above				322,950

**City of Lewisville's PSA for Project Control Services
Animal Shelter Expansion & Renovation
Peak Program Value, LLC Attachment B - Services & Compensation**

Updated 19 NOV 2024

Service Item #	Description	Scope of Services			Comments
3.0	Scope of Services & Compensation Clarifications & Exclusions				
.01	Safety Plan and Logistics Coordination Are Solely the Responsibility of the Contractor	Excluded	Excluded	Excluded	
.02	Quality Management of Materials & Installation Are Solely the Responsibility of the Contractor	Excluded	Excluded	Excluded	
.03	Consultant Will Be Performing Onsite Observations, not Continuous or Exhaustive Inspections	Excluded	Excluded	Excluded	
.04	Consultant Will Not be Held Responsible for Contractor's or Vendor's Nonconforming Work	Excluded	Excluded	Excluded	
.05	Consultant is Not Responsible for Architect's or Contractor's Failure to Perform	Excluded	Excluded	Excluded	
.06	Fees Req'd by Architect's or Contractor's Failure to Perform or Project Delays are Add Services	Excluded	Excluded	Excluded	
.07	Design, Procurement, and Delivery of Furnishings is by Others	Excluded	Excluded	Excluded	
.08	Design, Procurement, and Delivery of Security, Data, Telecom Equipment is by Others	Excluded	Excluded	Excluded	
.09	Services Not Checked in Sections Above (Even if Shown as Line Items) Are Excluded	Excluded	Excluded	Excluded	
.10	Consultant Expects Reasonably Prompt Response to RFIs & Access to Client's Project Info	Required	Required	Required	
.11	Consultant & Client will Mutually Agree on a Project Communication/Approval Plan & Follow It	Required	Required	Required	

**City of Lewisville's Professional Services Agreement
for the Animal Shelter Facility Expansion &
Renovation Attachment C – Project Schedule**

Task Name	Start	Finish
21114 - Lewisville Animal - Expansion/Renov - RFQ	Mon 12/9/24	Fri 8/1/27
Programming, Survey & Concept Design	Mon 12/9/24	Fri 1/10/25
Geotech investigation, if needed	Mon 1/6/25	Fri 2/14/25
Schematic Design	Mon 1/13/25	Mon 1/13/25
DCR Meeting	TBD	TBD
50% SD Submittal	Fri 2/28/25	Fri 2/28/25
50% SD Owner Review & Comments Received	Fri 2/28/25	Fri 3/7/25
100% SD Submittal	Fri 4/4/25	Fri 4/4/25
100% SD Owner Review & Comments Received	Fri 4/4/25	Fri 4/11/25
100% CMAr Review / Cost Estimate	Fri 4/4/25	Fri 5/2/25
Design Development	Fri 4/11/25	Fri 7/18/25
Architectural Design, Materials, outline Specs		
Coordinate Equipment, IT, Security, Finishes,	Wed 4/16/25	Wed 4/30/25
50% DD Consultant's dwgs due	Wed 5/7/25	Wed 5/7/25
50% DD Submittal to Owner/CMAr	Fri 5/9/25	Fri 5/9/25
50% DD Owner & CMAr Review	Fri 5/9/25	Fri 5/16/25
100% Consultant DD Submittal	Fri 6/13/25	Fri 6/13/25
100% DD Submittal	Fri 6/20/25	Fri 6/20/25
100% DD Owner & CMAr Review/Cost Estimating	Fri 6/20/25	Fri 7/18/25
Construction Documents	Fri 6/20/25	Fri 6/20/25
CD preparation		
50% CD Consultants Submittal	Fri 7/18/25	Fri 7/18/25
50% CD Submittal	Fri 7/25/25	Fri 7/25/25
100% CD Consultants Submittal	Fri 9/5/25	Fri 9/5/25
100% CD - Bid / Permit submittal	Fri 9/12/25	Fri 9/12/25
100% CD Owner review, permit review, TAS	Fri 9/12/25	Fri 9/12/25
Bidding / Permitting	Fri 9/12/25	Fri 10/10/25
Construction	Mon 12/1/25	Sun 7/31/27
Phase 1 – Expansion Construction (12 Months)	Mon 12/1/25	Mon 11/30/26
Phase 2 – Renovation Construction (6 Months)	Tue 12/1/26	Mon 5/31/27
Closeout & Move-in (2 Months)	Tue 6/1/27	Sun 7/31/27