

PROFESSIONAL SERVICES AGREEMENT

for

TIMBER CREEK PUMP STATION INTERCEPTOR DESIGN

The City of Lewisville, Texas (the "City"), hereby engages RJN GROUP, INC. (the "Consultant"), to perform professional services in connection with TIMBER CREEK PUMP STATION INTERCEPTOR (the "Project").

I. PROJECT. The Project is described as follows:

- A. The Consultant will initially provide condition assessment of the sanitary sewer using multi-sensor pipeline inspection (MSI) to determine recommended rehabilitation methods, then will develop conceptual (30%), preliminary (60%), final (90%) design, and construction (100%) drawings and specifications for approximately 8,400 LF of 36- and 42-inch sanitary sewer pipeline rehabilitated by Cured-In-Place liner and 2,100 LF of 36- and 42-inch sanitary sewer pipeline rehabilitated by open-cut. The purpose of this project is to rehabilitate the existing interceptor along the existing alignment beginning west of the Timber Creek Pump Station near Railroad Street, continuing along the north side of Timber Creek and ending to the east of Business SH121 south of the intersection of E. Southwest Parkway.

II. SCOPE OF SERVICES.

A. Engineering Design:

1. Condition Assessment (MSI):

- a. Project kickoff: includes one (1) meeting with city staff to discuss the MSI procedure and to schedule the inspection.
- b. Condition Assessment: includes internal assessment of the sanitary sewer using multi-sensor pipeline inspection (MSI). Results of the study will be presented in a Technical Memorandum to the CITY for review and approval of the locations and types of the rehabilitation methods to be used to begin the design phase of the project, one (1) project study meeting.

2. Conceptual Design (30%):

- a. Design kickoff: includes up to two (2) meetings with city staff and a design schedule
- b. Design: includes pipeline route analysis and conceptual design, construction estimate, one (1) project update meeting, one (1) design review meeting, and five (5) copies of design package.

3. Preliminary Design (60%):

- a. Design: includes detailed pipeline analysis and design, construction estimates, quantities, constructability review, utility clearance, one (1) project update meeting, one (1) design review meeting, five (5) copies of plans, and two (2) copies of specifications

- b. Other Items: includes Storm Water Pollution Prevention Plan, Traffic Control Plan, and Estimates of probable construction costs.

4. Final Design (90%) and Construction Documents (100%)

- a. Design: final plans and specifications, estimate of probably cost, two (2) full size sets of plans, and two (2) sets of specifications, and electronic copies of final sets of both.
 - b. Coordination: Consultant will coordinate with other agencies as necessary to obtain required information.
- B. Easements and Right of Way Services:** Consultant will determine both temporary and permanent rights-of-way and easements needed for construction and prepare all associated documentation to the City for submittal.
- C. Surveying:** Consultant will perform conceptual field surveys required for design purposes
- D. Geotechnical:** Consultant will perform geotechnical investigations required for design purposes
- E. Permitting:** Consultant will perform the following permitting services: SWPPP, Floodplain, NWP12 Compliance, and Oncor Coordination
- F. Additional Services:** Other special services not included in this scope of work or within Attachment A will be negotiated between the Consultant and the City as required.

A more detailed description of additional services for the Timber Creek East Interceptor is contained in Attachment "A" which is hereby included in this Professional Services Agreement by reference.

III. COMPENSATION.

The Consultant agrees to perform the services described herein for the amounts stated herein, and the City agrees to make payments in the amounts stated. The total fee agreed to for all described services is **\$734,900.00**. A breakdown of fees for scoped services is included in Attachment "B", which is hereby included in this Agreement by reference. The total fee stated includes \$25,000.00 allocated to additional specials services and shall only be used as approved by the CITY.

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 "C". 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 attorneys 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. **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 "D" 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 outlined herein. 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, 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 2270.** Pursuant to Texas Government Code Chapter 2270, 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

Date: _____

Attest: _____
Julie Worster

By: Dan Jackson
Daniel Jackson, Vice President,
RJN Group, Inc

Date: 8/2/19

Attest: Mark Zito

CITY OF LEWISVILLE
151 West Church Street
Lewisville, Texas 75057

APPROVED AS TO FORM:

Lizbeth Plaster, City Attorney

ATTACHMENT "A"

DESIGN SERVICES FOR

TIMBER CREEK PUMP STATION INTERCEPTOR

The scope set forth herein defines the work to be performed by the ENGINEER in completing the project. Both the CITY and ENGINEER have attempted to clearly define the work to be performed and address the needs of the Project. Attachment "A" defines the services to be performed by RJN GROUP, INC. to complete the prescribed design, bidding, and construction phase services as set forth in the following scope of services.

WORK TO BE PERFORMED

- Task 1. Project Set-Up and Ongoing Management
- Task 2. Condition Assessment
- Task 3. Conceptual Design
- Task 4. Preliminary Design
- Task 5. Final Design
- Task 6. Bid Phase Services
- Task 7. Construction Phase Services
- Task 8. ROW/Easement Services
- Task 9. Survey and Subsurface Utility Engineering Services
- Task 10. Geotechnical Investigation
- Task 11. Permitting
- Task 12. Additional Special Services

TASK 1. PROJECT SET-UP AND ONGOING MANAGEMENT

ENGINEER shall ensure efficient and effective use of ENGINEER's and CITY's time and resources.

ENGINEER shall manage change,

- Communicate effectively,
- Coordinate internally and externally as needed, and
- Proactively address issues with the CITY's Project Manager and others as necessary to make progress on the work.

ENGINEER shall manage the Team,

- Lead, manage and direct design team activities
- Ensure quality control is practiced in performance of the work
- Communicate internally among team members
- Task and allocate team resources
- Attend a pre-inspection project kickoff/chartering meeting with CITY staff to confirm and clarify scope of the internal inspection.
- Attend a post-inspection/pre-design meeting with CITY staff to confirm and clarify design scope based upon internal inspection, understand CITY objectives, and ensure economical and functional designs that meet CITY requirements.

- Prepare invoices and submit monthly in the format requested by the CITY.
- Prepare and submit baseline Project Schedule. Update project schedules are required throughout the duration of the design phase of the Project
- Prepare and provide monthly progress/status letters sufficient to support monthly billings

ASSUMPTIONS

- A. Up to five (5) meetings with city staff (includes Pre-inspection and Post-Inspection/Pre-design Coordination Meetings)
- B. 80% of existing pipe rehabilitation will be by cured-in-place pipe and 20% of existing pipe rehabilitation will be by open-cut, removed and replace.

DELIVERABLES

- A. Pre-inspection Coordination Meeting summary with action items
- B. Post -inspection and pre-design Coordination Meeting summary with action items
- C. Monthly invoices
- D. Baseline design schedule and schedule updates as required throughout the duration of the design phase(s)

TASK 2. CONDITION ASSESSMENT

The proposed condition assessment of the sanitary sewer using multi-sensor pipeline inspection (MSI) will be conducted to assess the need for internal rehabilitation of the existing pipe or complete replacement.

MSI refers to the collection of data from multiple sensors on one robotic platform in one pass through a pipeline.

Using this technology, our technicians can collect and process data on internal pipeline conditions, including debris level, ovality, H2S corrosion, lateral location, and damage without requiring flow diversion, flow interruption, or manhole ring removal.

2.1. Multi-Sensor Pipeline Inspection Services

- The Contractor will notify City staff before all CCTV activities.
- Approximately 10,500 linear feet of 36- and 42-inch sewer line will be inspected as shown in Exhibit F.
- Onsite field supervisors must be PACP certified and have a minimum of three (3) years of experience specializing in CCTV. A foreman for each crew with a minimum of five (5) years of experience specializing in that type of work may be substituted for the onsite field supervisor requirement.
- A PACP certified operator must always be on site during the entire survey.
- All television inspections must be conducted using NASSCO (PACP) guidelines and codes.

- All labor, components, materials, tools, and appurtenances necessary must be furnished to perform and complete the condition assessment.
- If progress of the television camera is impeded or stopped by roots or other obstructions, a reverse setup must be attempted to complete the section.
 - If progress is impeded by heavy roots, obstacles, debris or other maintenance issues, the ENGINEER may direct the line to be heavy cleaned.
 - The City will be notified of any segments that cannot be completely televised, if applicable.
- If equipment or materials become lodged in the sanitary sewer due to cleaning, television inspection, or point repairs, the City will assist in their retrieval.
- CCTV should be performed in the evenings when sewer flow is at a minimum. The inspection will be conducted using floating equipment.
- Complete all CCTVs so that no homeowner is without sewer service unless directed by the City.
- If access to private property is required, this access must be obtained *before* entering the property.
- Contractor is required to maintain local traffic control, obtain any required permits, provide traffic control plans where applicable, and conform to the guidelines of the Texas MUTCD where applicable.

2.2. Television Inspection Review:

- Consultant will review the inspections to ensure compliance and accuracy.
- The ENGINEER will review and analyze the TV Inspection data upon one (1) week of receiving the data.
- Data review will consist of viewing all TV footage to ensure adequate image quality, that they meet NASSCO PACP standards, the codes are accurately applied, and all identified sewer lines are inspected or there is adequate justification as to why they were not inspected.
- If the inspection quality is not sufficient for PACP coding, sewer line will be reinspected at no additional cost to the City.
- All CCTV media, the PACP database, and PDF reports will be delivered to the City in digital format, compatible with WinCan VX.

DELIVERABLES

A. Post -inspection Meeting summary with action items

- B. Technical Memorandum describing CCTV results, pipe repairs required, and possible locations for CIPP lining

Results of the study shall be presented to the CITY for review and approval of the locations of the rehabilitation methods to be used to begin the design phase of the project.

TASK 3. CONCEPTUAL DESIGN (30 PERCENT).

The Conceptual Design shall be submitted to CITY in accordance with the approved Project Schedule.

The purpose of the conceptual design is for the ENGINEER to:

- Review available utility record drawings and information, conduct project site visits, send utilities request letters and record responses to facilitate design
- Conduct topographical survey of the existing sanitary sewer alignment.
- Develop Conceptual Design Plan and Profiles of existing pipeline alignment and rehabilitation methods.

ENGINEER shall develop the conceptual design of the infrastructure as follows.

3.1. Data Collection

- In addition to data obtained from the CITY, ENGINEER shall research proposed improvements in conjunction with any other planned future improvements that may influence the project. ENGINEER shall coordinate with other agencies and entities as necessary for the design of the proposed infrastructure and provide and obtain information needed to prepare the design.
- The ENGINEER shall also identify and seek to obtain data for existing conditions that may impact the project including but not limited to; utilities, agencies, City Master Plans, and property ownership as available from the Tax Assessor's office.
- The ENGINEER shall purchase NCTCOG contour data of the project area to use in the development of project conceptual design

3.3. Conceptual Design Exhibits

- The CITY shall provide the ENGINEER with record drawings associated with the project area and CITY GIS files available for water, storm, and sanitary sewers.
- Topographical surveys shall be conducted of the existing pipeline alignment by the ENGINEER's sub consultants to:
 - i. Set survey control, confirm NCTCOG topography, tie-down existing manholes on within project limits, and limited creek elevation data (See conceptual survey, Task 9.1)
- The ENGINEER shall investigate property ownership in the project area and identify with a field visual investigation of utilities within the project limits
- The ENGINEER shall generate GIS and/or CAD exhibits for the alignment to proceed to the design of the Project

- 3.4. 30% Design Drawings for Selected Route (.dwg files)
- The ENGINEER shall produce 30% Plans for the selected rehabilitation methods agreed upon with the CITY. 30% Plan shall be generated in AUTOCAD CIVIL 3D.
 - Plans shall include plan and profile drawings to a 1:20 scale based upon survey completed under Task 9.1 including overlaid aerial photography.
- 3.5. QA/QC
- The ENGINEER shall conduct appropriate QA/QC measures for the conceptual design phase.
- 3.6. Construction Estimate
- The ENGINEER shall provide a conceptual construction estimate for the selected design pipe route.
- 3.7. Project Update Meetings
- Up to one (1) project update meetings shall be held with the CITY. The ENGINEER shall provide notes of the meeting to the CITY.
- 3.8. Design Submittal Review Meeting
- One design submittal meeting shall be conducted with the CITY. The ENGINEER shall provide notes of the meeting to the CITY.

ASSUMPTIONS

- A. 5 copies of the conceptual design package (30% design) shall be delivered.
- B. Up to two (2) project coordination meetings may be held with the CITY. After any project meetings are conducted, the ENGINEER shall prepare and distribute meeting minutes.
- C. ENGINEER shall not proceed with Preliminary Design activities without obtaining written approval by the CITY of the Conceptual Design Package.

DELIVERABLES

- A. Design Technical Memorandum Report and Conceptual Design (30%) AUTOCAD CIVIL 3D plans for the selected route
- B. GIS exhibits and files for the conceptual alignment

TASK 4. PRELIMINARY DESIGN (60 PERCENT).

Preliminary plans and specifications shall be submitted to CITY per the approved Project Schedule. ENGINEER shall develop the preliminary design of the infrastructure as follows.

4.1. Development of Preliminary Design Drawings and Specifications shall include the following:

- Cover Sheet
- A Project Control Sheet, showing all Control Points, used or set while gathering data. Generally, on a scale of not less than 1:400. The following information shall be indicated for each Control Point: Identified (existing City Monument, PK Nail, 5/8" Iron Rod); X, Y and Z Coordinates, in an identified coordinate system, and a referred bearing base. Z coordinate on City Datum only; descriptive location (i.e. set in the centerline of the inlet in the South curb line of North Side Drive at the East end of radius at the Southeast corner of North Side Drive and North Main Street).
- Overall project easement layout sheet(s) with property owner information and a number for each easement required.
- Overall project or sanitary sewer layout sheets. The sewer layout sheet shall identify the proposed sewer main improvement/existing sewer mains and all sewer appurtenances in the vicinity. The lateral and/or main ID numbers with pipe sizes shall be shown.
- Overall sanitary sewer abandonment sheet.
- **Coordinates** on all P.C.'s, P.T.'s, P.I.'s, manholes, valves, mainline fittings, etc., in the same coordinate system as the Control Points.
- Bench marks per 1,000 ft of plan/profile sheet – two or more.
- Bearings given on all proposed centerlines, or baselines.
- Plan and profile sheets which show the following: proposed water and/or sanitary sewer plan/profile and recommended pipe size, fire hydrants, water service lines and meter boxes, gate valves, isolation valves, manholes, existing meter numbers and sizes that are to be replaced, existing sample locations, existing fire line locations, existing utilities and utility easements, and all pertinent information needed to construct the project. Legal description (Lot Nos., Block Nos., and Addition Names) along with property ownership shall be provided on the plan view. The existing profile number or record drawing location and year of installation shall be referenced or shown on the plans.
- Tree protection sheet which shall show the calipers and general tree species for protection and removal as applicable.
- Bypass plan sheet which shall define and recommended bypass pumping route, acceptable suction and discharge manhole locations, plug locations, with all associated notes. The CONTRACTOR shall provide all bypass pumping design related to sizing bypass pumps and piping and well as placement of supports and all other associated criteria as defined in the PROJECT specifications.
- The ENGINEER shall make provisions for reconnecting all identifiable water and/or wastewater service lines which connect directly to any main being replaced, including replacement of existing service lines within City right-of-way or utility easement. When the existing alignment of a water and sanitary sewer main or lateral is changed,

provisions shall be made in the final plans and/or specifications by the ENGINEER to relocate all service lines which are connected to the existing main and connect said service lines to the relocated main.

- The following shall be applicable at all locations where it is necessary to relocate or reroute the existing private sanitary sewer service line due to the abandonment or realignment of the existing public sanitary sewer lateral or main:
 - The CITY shall furnish the ENGINEER with a sample format of how the sewer service line reroute/relocation should be designed and submitted for construction.
 - During design survey, if a rod can be inserted through the cleanout to the bottom of the service line, the ENGINEER shall obtain the flow line elevation and design the service line prior to advertising the project for bid.
 - The Level A SUE shall be performed:
 - a. By the ENGINEER if included in the fee proposal; or
 - b. By the CITY prior to bidding if the CITY determines that it is needed for satisfactory completion of the design; or
 - c. By the Contractor after the project has been bid, by means of a bid item to that effect.
 - In all options, the ENGINEER shall propose appropriate de-hole locations in the project and collect flow line elevation and other applicable information of the sewer service line.
 - The ENGINEER shall use this information to provide the design for the sanitary sewer service line to be rerouted or relocated.
- ENGINEER shall coordinate with other agencies and entities as necessary for the design of the proposed infrastructure and provide and obtain information needed to prepare the design.
- Provide map showing location of new manhole construction at the end of existing sewer segments, 90-degree bends, or tee connections. Site survey or specific design plans for manhole construction is not included as part of the scope. The contract documents shall specify that it is the Contractor's responsibility to coordinate utility location, etc. manhole construction.
- The ENGINEER shall prepare standard and special detail sheets for sewer rehabilitation or replacement that are not already included in the CITY's Standard Specifications. These may include connection details between various parts of the project, tunneling details, boring and jacking details, waterline relocations, details unique to the construction of the project, trenchless details, and special service lateral reconnections.
- The ENGINEER shall provide a detailed cost estimate showing quantity take offs designated by each sheet of the plans.

4.2. Constructability Review

- Prior to the 60 percent review meeting with the CITY, the ENGINEER shall schedule and attend a project site visit with the CITY Project Manager and Construction personnel to walk the project.
- The ENGINEER shall summarize the CITY's comments from the field visit and submit this information to the CITY in writing.

4.3. Utility Clearance

- The ENGINEER shall consult with the CITY's Transportation and Public Works Department, Water Department, and other CITY departments, public utilities, private utilities, private utilities and impacted government agencies to determine the approximate location of above and underground utilities, and other facilities (current and future) that have an impact or influence on the project.
- ENGINEER shall design CITY facilities to avoid or minimize conflicts with existing utilities, and where known and possible consider potential future utilities in designs.

4.4. Traffic Control Plan

- Develop supplemental traffic control drawings as needed for review and approval by the Public Works Department.
- These drawings shall be sealed by a professional engineer registered in the State of Texas.

4.5. Construction Estimate

- The ENGINEER shall provide a preliminary design construction estimate for the selected design pipe route.

4.6. QA/QC

- The ENGINEER shall conduct appropriate QA/QC measures for the preliminary design phase.

4.7. Project Update Meetings

- Up to one (1) project update meetings shall be held with the CITY.
- The ENGINEER shall provide notes of the meeting to the CITY.

4.8. Design Submittal Review Meeting

- One design submittal meeting shall be conducted with the CITY.
- The ENGINEER shall provide notes of the meeting, including action items, to the CITY.

ASSUMPTIONS

- A. 5 sets of 11x17 size plans shall be delivered for the Preliminary Design (60% design).
- B. 2 sets of specifications shall be delivered for the Preliminary Design (60% design).
- C. The CITY's front end and technical specifications shall be used. The ENGINEER shall supplement the technical specifications, if as needed.
- D. The CITY shall provide bypass flow perimeters to include in the contract documents.
- E. ENGINEER shall not proceed with Final Design activities without written approval by the CITY of the Preliminary Design plans.

DELIVERABLES

- A. Preliminary Design drawings and specifications
- B. Utility Clearance drawings
- C. Traffic Control Plan
- D. Storm Water Pollution Prevention Plan
- E. Estimates of probable construction cost

TASK 5. FINAL DESIGN (90 PERCENT) AND FINAL CONSTRUCTION DOCUMENTS (100 PERCENT).

Upon approval of the Preliminary plans, ENGINEER shall prepare construction plans as follows:

- ENGINEER shall coordinate with other agencies and entities as necessary for the design of the proposed infrastructure and provide and obtain information needed to prepare the design.
- Draft Final plans (90%) and specifications shall be submitted to CITY per the approved Project Schedule.
- Following a 90% construction plan review meeting with the CITY, the ENGINEER shall submit Construction Documents (100%) to the CITY per the approved Project Schedule.
- Each plan sheet shall be stamped, dated, and signed by the ENGINEER registered in State of Texas.
- The ENGINEER shall submit a final design estimate of probable construction cost with both the 90% and 100% design packages.

ASSUMPTIONS

- A. 2 sets of full size drawings and 2 specifications shall be delivered for the 90% Design package.

- B. Up to one Project Update Meeting is included in this Task.
- C. ENGINEER to provide estimated final sheet list (cover/index, general notes, control point location, easement layout, SUE plan sheets, no. of plan/profiles, special detail sheets, etc.)
- D. 2 sets of full size drawings and 2 specifications shall be delivered for the 100% Design package.
- E. A DWF and/or PDF file for the 100% Design shall be created from design CAD drawings and shall be provided to the CITY.

DELIVERABLES

- A. 90% construction plans and specifications.
- B. 100% construction plans and specifications.
- C. Detailed estimates of probable construction costs including summaries of bid items and quantities using the CITY's standard bid items and format.

TASK 6. BID PHASE SERVICES.

ENGINEER shall support the bid phase of the project as follows.

6.1. Bid Support

- The ENGINEER shall upload all plans and contract documents onto CivCast for access to potential bidders.
 - Contract documents shall be uploaded in a .PDF file.
- The ENGINEER shall sell contract documents and maintain a plan holders list from documents sold and from Contractor's uploaded Plan Holder Registrations in CivCast.
- The ENGINEER shall develop and implement procedures for receiving and answering bidders' questions and requests for additional information. The procedures shall include a log of all significant bidders questions and requests and the response thereto. The log shall be housed and maintained in the project's folder titled Request for Information. The ENGINEER shall provide technical interpretation of the contract bid documents and shall prepare proposed responses to all bidder's questions and requests, in the form of addenda. The ENGINEER shall upload all approved addenda onto CivCast and email addenda to all plan holders.
- Attend the pre-bid conference in support of the CITY.
- Assist the CITY in determining the qualifications and acceptability of prospective contractors, subcontractors, and suppliers.
- When substitution prior to award of contracts is allowed in the contract documents, the ENGINEER shall advise the CITY as to the acceptability of alternate materials and equipment proposed by bidders.
- Attend the bid opening in support of the CITY.

- Tabulate and review all bids received for the construction project, assist the CITY in evaluating bids, and recommend award of the contract.
- Incorporate all addenda into the contract documents and issue conformed sets.

ASSUMPTIONS

- A. The project shall be bid only once and awarded to one contractor.
- B. 8 sets of 11x17 size drawings plans and 8 specifications (conformed, if applicable) shall be delivered to the CITY.
- C. PDF and DWG files shall be provided to the CITY.

DELIVERABLES

- A. Addenda
- B. Bid tabulations
- C. Recommendation of award
- D. Construction documents (conformed, if applicable)

TASK 7. CONSTRUCTION PHASE SERVICES.

ENGINEER shall support the construction phase of the project as follows.

7.1 Construction Support

- The ENGINEER shall attend the preconstruction conference.
- After the pre-construction conference, the ENGINEER shall provide project exhibits and attend public meeting to help explain the proposed project to residents (if required)
- The ENGINEER shall visit the project site at up to once a month as construction proceeds to observe and report on progress (assumes a one-year construction window).
- As requested by the CITY, the ENGINEER shall provide necessary interpretations and clarifications of contract documents, review change orders, and make recommendations as to the acceptability of the work.

The ENGINEER shall attend the "Final" project walk through and assist with preparation of final punch list

7.2 Record Drawings

- The ENGINEER shall prepare Record Drawings from information provided by the CITY depicting any changes made to the Final Drawings during construction. The following information shall be provided by the CITY:
 - As-Built Survey
 - Red-Line Markups from Contractor
 - Red-Line Markups from City Inspector
 - Copies of Approved Change Orders
 - Approved Substitutions

- The ENGINEER shall modify the Final Drawings electronically and shall place a stamp on the plans indicating that they represent Record Drawings of the project as constructed. The stamp shall be signed and dated by the ENGINEER and shall be placed on each plan sheet, whether there are any revisions on the sheet or not. Each sheet shall clearly indicate all changes which apply to that sheet by clouding and numbering, or other suitable means.
- The following disclaimer shall be included with the Record Drawing stamp:
 - These Record Drawings were prepared using information provided by others and represent the as constructed conditions to the extent that documented changes were provided for recording.
 - The ENGINEER assumes no liability for undocumented changes and certifies only that the documented changes are accurately depicted on these drawings.
- The ENGINEER shall submit a set of sealed Final Drawings, modified and stamped as Record Drawings, on mylar for record storage.
- The ENGINEER may keep copies of the information provided by the CITY for their files, but all original red-lined drawings shall be returned to the CITY.
- Record Drawings shall also be submitted in both PDF and DWG format.

ASSUMPTIONS

- A. Up to 20 RFI's and Submittals are assumed.
- B. Up to 1 Change Orders are assumed

DELIVERABLES

- A. Public meeting exhibits
- B. Response to Contractor's Request for Information
- C. Review of Change Orders
- D. Review of shop drawings
- E. Final Punch List items
- F. Record Drawings

TASK 8. ROW/EASEMENT SERVICES.

ENGINEER shall support and perform activities related to ROW and land as outlined below, per scoping direction and guidance from the CITY's Project Manager.

8.1. Right-of-Way Research

- The ENGINEER shall determine rights-of-way, easements needs for construction of the project.
- Required temporary and permanent easements shall be identified based on available information and recommendations shall be made for approval by the CITY.

8.2. Right-of-Way/Easement Preparation and Submittal.

- The ENGINEER shall prepare documents to be used to obtain right-of-way and permanent and/or temporary easements required to construct the improvements.
- The ENGINEER shall submit the right-of-way and/or easement documents to CITY PM for real property acquisition

ASSUMPTIONS

- A. 3 Easements or right-of-way documents shall be necessary excluding required right-of-way currently owned by the CITY.
- B. Right-of-Way research and mapping includes review of property/right-of-way records based on current internet-based Denton County Appraisal District information available at the start of the project and available on-ground property information (i.e. iron rods, fences, stakes, etc.).
- C. It does not include effort for chain of title research, parent track research, additional research for easements not included in the Appraisal District, right-of-way takings, easement vacations and abandonments, right-of-way vacations, and street closures.

DELIVERABLES

- A. Project Parcel/Right of Way Map
- B. Easement exhibits and metes and bounds provided on CITY forms.

TASK 9. SURVEY AND SUBSURFACE UTILITY ENGINEERING SERVICES.

ENGINEER shall provide survey support as follows.

9.1. Design Survey

- ENGINEER shall perform field surveys to collect horizontal and vertical elevations and other information needed by ENGINEER in design and preparation of plans for the project. Information gathered during the survey shall include topographic data, elevations of all sanitary and adjacent storm sewers, rim/invert elevations, location of buried utilities, structures, trees (measure caliper, identify overall canopy, and general identification species of trees), and other features relevant to the final plan sheets. Existing drainage at intersections shall be verified by field surveys. Spot elevations shall be shown on intersection layouts with cross slope to fit intersecting grade lines.
- The minimum survey information to be provided on the plans shall include the following:
 - A Project Control Sheet, showing **ALL** Control Points, used or set while gathering data. Generally on a scale of not less than 1:400:
 - The following information about each Control Point:
 - a. Identified (Existing. CITY Monument #8901, PK Nail, 5/8" Iron Rod)
 - b. X, Y and Z Coordinates, in an identified coordinate system, and a referred bearing base. Z coordinate on CITY Datum only.
 - c. Descriptive Location (Ex. Set in the centerline of the inlet in the South curb line of North Side Drive at the East end of radius at the Southeast corner of North

Side Drive and North Main Street).

- d. Coordinates on all P.C.'s, P.T.'s, P.I.'s, Manholes, Valves, etc., in the same coordinate system, as the Control.
- e. No less than two horizontal bench marks, per line or location.
- f. Bearings given on all proposed centerlines, or baselines.
- g. Station equations relating utilities to paving, when appropriate.

9.2. Temporary Right of Entry Preparation and Submittal

- Prior to entering any property, the ENGINEER shall prepare and submit a Temporary Right of Entry letter to CITY PM for signature for coordinating site access with landowners.
- This letter shall be presented to property owners by the ENGINEER and its Sub-consultants prior to attempting to enter a property.

9.3. Subsurface Utility Engineering (SUE)

- Level A SUE for three (3) potholes; Level B SUE of the project limits defined in this agreement and associated sub-centimeter accuracy survey are included in this subtask.
- The ENGINEER's sub consultant shall complete work for this task as directed by the ENGINEER at locations agreed upon between the ENGINEER and the CITY.
- All SUE survey above and beyond this amount shall require additional funding to be authorized in the form of an amendment.
- The ENGINEER shall receive approval from the CITY prior to commencing SUE activities.

ASSUMPTIONS

- A. Topographic survey at intersection shall include no more than 100 ft. in width.

DELIVERABLES

- A. Copies of field survey data and notes signed and sealed by a licensed surveyor.
- B. Drawing of the project layout with dimensions and coordinate list.
- C. Temporary Right of Entry Letter from City authorizing project surveying.

TASK 10. GEOTECHNICAL INVESTIGATIONS

- ENGINEER shall provide and coordinate geotechnical investigation required for design on the project.
- Soil investigations, including field and laboratory tests, borings, related engineering analysis and recommendations for determining soil conditions shall be made within the project limits as designated by the ENGINEER.
- In addition to the above investigations, four (4) borings and appropriate field and laboratory analysis shall be made at reasonable intervals along the project alignment for the Contractor's use in determining soil conditions for preparing bids.

- Arrange for and provide access to private property necessary for soil borings. In the event access is denied, the ENGINEER shall make an additional request of each landowner by certified U.S Mail, return receipt requested.

TASK 11. PERMITTING ENGINEERING SERVICES.

ENGINEER shall provide permitting support as follows.

11.1. SWPPP

- For projects that disturb an area greater than one (1) acre, the Contractor shall be responsible for preparing and submitting the Storm Water Pollution Prevention Plan (SWPPP) with appropriate regulatory agencies.
- The Engineer shall prepare the minimum iSWM Construction Plan which shall be incorporated into the SWPPP by the contractor.

11.2. Floodplain Services

- The ENGINEER shall obtain applicable floodplain boundary geospatial data from FEMA to implement into conceptual, preliminary, and final plans.
- The project shall be designed in accordance with TCEQ regulations on construction in flood plain where applicable.

11.3. NWP12 Compliance

- The project shall be designed to comply with the USACE Nationwide Permit 12.
- It is assumed that no pre-construction notification shall be required for this project and an environmental subconsultant will review the project design to confirm the notification is not required by completing a desktop assessment of "Waters of the U.S". A letter will be provided to the CITY indicating no pre-construction notification shall be required as determined by the subconsultant.

11.4. Oncor Coordination

- The ENGINEER shall assist the CITY with Oncor coordination as required to facilitate the design.
- This does not include fees or cost related to any modifications to the existing power lines or power poles and is limited to coordination efforts with the Oncor distribution group to determine what modifications are required to facilitate construction.

TASK 12. ADDITIONAL SPECIAL SERVICES

- Various SPECIAL SERVICES incidental to the PROJECT, but not within the scope of Tasks 1-11 covered in Attachment "A", which may be performed or arranged for separately by the CITY, or may be added to the ENGINEER'S responsibilities by mutual agreement and written authorization include, but are not necessarily limited to the following:
- Services related to development of the CITY's project financing and/or budget.
- Services related to disputes over pre-qualification, bid protests, bid rejection and re-bidding of the contract for construction.

- Perform additional geotechnical assessments to determine water table or trenching characteristics
- Complete redrawing of the construction plan sheets, if required as a result of the changes made in the scope of the construction contract after submission of the final plans to the CITY
- Construction management and inspection services
- Additional site visits during construction phase
- Additional project coordination and review meetings or extra public meetings
- Additional reproduction/printing costs beyond the budget/quantities specified in this document.
- Performance of materials testing or specialty testing services.
- Services necessary due to the default of the Contractor.
- Services related to damages caused by fire, flood, earthquake or other acts of God.
- Services related to warranty claims, enforcement and inspection after final completion.
- Services related to permit submittals (ie, NWP, USACE (Section 404/408), railroad, etc...).
- Services related to Survey Construction Staking.
- Services related to acquiring real property including but not limited to easements, right-of-way, and/or temporary right-of-entries.
- Services to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by the CITY.
- Construction Shop drawing review, samples and other submittals submitted by the contractor.
- Performance of miscellaneous and supplemental undefined services related to the project as requested by the CITY (City Directed Services).

**Attachment B
Compensation
Timber Creek Pump Station Interceptor Design**

This Attachment "B" further defines the basis of compensation to the Consultant for the services rendered.

- I. Basic Fee Services** - The basic fee for the services as described in Attachment "A" will be **\$387,830.00** which includes printing, direct costs and computer charges normally associated with production of these services.

The basis of compensation for Basic Fee services shall be as follows:

Project Setup and Ongoing Management	\$45,220.00
Conceptual Design (30% complete)	\$85,225.00
Preliminary Design (60% complete)	\$123,465.00
Final Design (100% complete)	\$116,860.00
Bidding Phase Services	\$17,060.00
Total Fee:	<u>\$387,830.00</u>

Project Setup and Ongoing Management will be billed lump sum monthly based on percent completion of the design tasks and may include partial payments of the total amounts designated for each of the items.

Construction Phase Services will be billed based on 2.30 times salary cost up to a maximum not to exceed **\$53,500.00**.

- II. Special Services** – The maximum not -to-exceed fee for the special services as described will be **\$268,570.00**, which includes printing, direct costs, and computer charges normally associated with these services. The basis of compensation for Special Services will be based on unit rates prices with a maximum not-to-exceed fee. The following table summarizes special services fees:

	Cost
ROW/Easement Services	\$13,160.00
Survey Services	\$83,430.00
Subsurface Utility Engineering Services	\$49,535.00
Geotechnical Investigation	\$9,490.00
Permitting	\$20,350.00
Multi-Sensor Pipe Inspection	\$92,605.00
Total Fee:	<u>\$268,570.00</u>

III. Additional Special Services – The maximum not -to-exceed fee for any additional special services will be **\$25,000.00**, which includes printing, direct costs, and computer charges normally associated with these services. The basis of compensation for Special Services will be 2.30 times the salary cost up to the maximum not-to-exceed fee.

Miscellaneous Services – The fee for additional services not provided herein will be negotiated based on the scope of work and included in a contract amendment.

The total maximum fee for all services is **\$ 734,900**.

EXHIBIT C
Insurance Requirements
Timber Creek Pump Station Interceptor Design

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.
2. 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.
3. Professional Liability Insurer, and / or Errors and Omissions.

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
 - f. If applicable, Explosion Collapse and Underground (XCU) Coverage, Fire Damage, and 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.

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 except Professional Liability

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.

4. Professional Liability and / or Errors and Omissions

“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/CONTRACTOR 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 MAY ARISE OUT OF OR BE OCCASIONED BY CONSULTANT’S/ CONTRACTOR’S BREACH OF ANY OF THESE TERMS AND CONDITIONS OR BY ANY NEGLIGENT OR STRICTLY LIABLE ACT OR OMISSION OR INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY, CONSULTANT/CONTRACTOR, 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/CONTRACTOR 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 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.

Attachment D
Time of Completion
Timber Creek Pump Station Interceptor Design

The Consultant agrees to perform its services in accordance with the schedule below, to the extent over which the Consultant has control. The City agrees to review plans and other submittals and to arrange meetings in a timely manner.

- I. Commencement of Work — The City agrees to issue written authorization to proceed as soon as practical after approval by the Lewisville City Council. The Consultant agrees to commence work in accordance with the Agreement within ten (10) working days following receipt of a written authorization.
- II. Time Line — The following items of work shall be completed within the time line indicated. This schedule is tentative based upon City review of each deliverable before proceeding to the subsequent deliverable, data collection, special services and land rights timeframes.

Proposed Schedule	
Project Kick-Off Meeting	September 2019
MSI Pipe Inspection	November 2019
Conceptual Survey and Data Collection	December 2019
Conceptual Design (30% Plans)	March 2020
Preliminary Design (60% Plans and Specifications)	June 2020
Final Design (90% Plans and Specifications)	August 2020
Final Design (100% Plans and Specifications)	October 2020
Bid and Award	November 2020