

STATE OF TEXAS	§	
	§	AGREEMENT FOR PROFESSIONAL SERVICES
COUNTY OF DALLAS	§	

This Agreement for Professional Services ("Agreement") is made by and between the City of Farmers Branch, Texas ("City") and BGE, Inc, a Texas Corporation ("Professional") (each a "Party" and collectively the "Parties"), acting by and through their authorized representatives.

RECITALS:

WHEREAS, City desires to engage the services of Professional as an independent contractor, and not as an employee, to provide the services described in Exhibit "A" (the "Scope of Services") to assist City in **FBOP Lift Station Rehab** (the "Project") on the terms and conditions set forth in this Agreement; and

WHEREAS, Professional desires to render services for City on the terms and conditions set forth in this Agreement;

NOW THEREFORE, in consideration of the mutual covenants set forth herein, and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

Article I
Term

1.1 Effective Date; Term. This Agreement shall commence on the last date it has been signed by authorized representatives of the Parties, whether on the same document or in duplicate counterparts ("Effective Date") and continue until completion of the services which shall be not later than **180** calendar days after delivery of a written Notification to Proceed by City to Professional, unless sooner terminated as provided herein.

1.2 Early Termination. Either Party may terminate this Agreement providing written notice to the other Party not later than thirty (30) days prior to the termination date. In the event of such termination Professional shall deliver to City all finished and unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items prepared by Professional in connection with this Agreement. Professional shall be entitled to compensation for any services completed to the reasonable satisfaction of City in accordance with this Agreement prior to such termination.

Article II
Scope of Service

2.1 Standard of Care. Professional shall perform the services in connection with the Project as set forth in the Scope of Services. Professional shall perform the services with: (i) the professional skill and care ordinarily provided by competent architects or engineers, as the case may be, practicing in the same or similar locality and under the same or similar circumstances and

professional license; and (ii) as expeditiously as is prudent considering the ordinary professional skill and care of a competent architect or engineer, as the case may be.

2.2 City Information. Prior to commencement of services, City shall Professional with the information set forth in the Scope of Services, if any.

2.3 Licenses. Professional represents to City that Professional possesses any and all licenses which may be required by the State of Texas or any other governmental entity having jurisdiction as may be necessary for the performance of Professional's services pursuant to this Agreement.

2.4 Information/Confidentiality. City will furnish to Professional such information with respect to the Project as Professional may reasonably request in order to render Professional's services effectively. Professional will hold in strict confidence all information with respect to the Project which is furnished to Professional by City in confidence and which is not otherwise publicly available and/or not required, as a matter of law or proper business practice, to be disclosed to a third party in connection with the consulting services for the Project.

2.5 Deliverables.

(a) All documents including but not limited to reports, drawings and specifications, provided or furnished by Professional pursuant to this Agreement are instruments of service in respect to the Project, whether such Project is completed, and shall be the property of the City ("Instruments of Service"). The City shall have, keep and retain all rights, title and interest in and to all Instruments of Service, including all ownership, common law, statutory, and other reserved rights, including copyrights, in and to all Instruments of Service, whether in draft form or final form, which are produced at its request and in furtherance of this Agreement. The Professional shall endeavor to omit any information in the Instruments of Service which may constitute trade secrets or copyrighted. If any portion of the documents comprising the Instruments of Service have been previously copyrighted or otherwise protected from disclosure or unauthorized use by the Professional which have previously been prepared by the Professional and which are not created for the sole and specific purpose of this Project, such copyright protections or reservations of rights shall be expressly stated thereon. Professional shall not place any copyright marks on the Instruments of Service.

(b) When such documents are in electronic form, the City shall own copies of data files, text, specifications or drawings for the City's information in its use of the Services. However, due to the potential that electronic information can be modified by the City or other persons, unintentionally or otherwise, Professional reserves the right to remove all indicia of its ownership and/or involvement from each electronic display or file. For documentation purposes, the original computer files will be retained by Professional for a period not to exceed five (5) years after completion of the Services. Thereafter, all such files shall be remitted to the City.

(c) In addition, electronic information created and produced by Professional is considered a part of Professional's instrument of service and will not be used by the City for other

services, for additions to the Scope of Services , or for completion of this Scope of Services by another design professional except by agreement or Professional's default.

(d) Any such use or reuse of any Instrument of Service by the City or others without written verification or data adaptation by Professional for the specific purpose intended will be at the City's sole risk and without liability or legal exposure to Professional. Notwithstanding the foregoing the City, its contractors and consultants may use the Instruments of Service for the Project.

2.6 Conflict of Interest. Professional agrees to notify City and seek City's approval prior to Professional's retention by any other individuals or entities, which either directly or indirectly may create a conflict of interest in Professional's services under this Agreement. City may deny any such approval for Professional's retention set forth above, in the event City, in City's sole and absolute discretion, should conclude that such retention would have an adverse effect on Professional's services under this Agreement.

2.7 Opinions of Probable Construction Cost. Any opinions or estimates of probable construction costs to be provided under this Agreement are to be made or reviewed based on the Professional's experience and qualifications and represent the Professional's judgment as an experienced and qualified professional. However, since the Professional 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, Professional cannot and does not guarantee that proposals, bids or actual final construction costs will not vary from the opinions or estimates prepared or reviewed by the Professional.

2.8 Construction Means, Methods and Safety. Professional is not responsible for supervising, directing, controlling, or otherwise being in charge of the construction activities, means, methods or health or safety programs at the project site or in connection with the work; or supervising, directing, controlling, or otherwise being in charge of the actual work of the Construction Contractor, its sub-contractors, or other materialmen or service providers not engaged by Professional.

2.9 Mutual Waiver of Consequential Damages. Except for the indemnification provided by the Professional for the City, in no event shall either Party be liable, whether in contract or tort or otherwise, to the other Party for loss of profits, delay damages, or for any special incidental or consequential loss or damage of any nature arising at any time or from any cause whatsoever.

Article III Schedule of Work

3.1 Professional agrees to complete the required services in accordance with the Project Schedule outlined in the Scope of Services.

3.2 Force Majeure. Neither Party shall be responsible for a delay in its respective performance under this Agreement, other than a delay in payment for services already performed, if such delay is caused by events beyond the reasonable control of a Party including, without limitation, acts of God or the public enemy, war, riot, terrorism, civil commotion, insurrection, government or de facto governmental action, restrictions or interferences (unless caused by the intentional acts or omissions of the Party), fires, explosions, floods, strikes, incidence of disease or other illness that reaches outbreak, epidemic, or pandemic proportions (an event of "Force Majeure"), the Party so obligated shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or performance shall be extended for a period of time equal to the period such Party was delayed, provided the Party whose performance is delayed provides written notice to the other Party not later than fifteen (15) businesses days after occurrence of the event(s) or condition(s) causing the delay describing such event(s) and/or condition(s) and the date on which such event(s) and/or condition(s) occurred. In the event that any event of Force Majeure as herein defined occurs, the Professional shall be entitled to a reasonable extension of time for performance of its services under this Agreement.

Article IV Compensation and Method of Payment

4.1 Invoices; Payment. Professional will be compensated in accordance with the lump sum fees set forth in the Exhibit B and shall not exceed **One hundred fifty thousand eight hundred and 00/100 Dollars (\$150,800.00)**. Unless otherwise provided herein, payment to Professional shall be monthly based on Professional's monthly progress report, and shall include the total amount of fee earned to date and the amount due and payable as of the current statement, in a form reasonably acceptable to City. Monthly statements shall include authorized non-salary expenses with supporting itemized invoices and documentation. City shall pay such monthly statements within thirty (30) days after receipt and City verification of the services and expenses unless otherwise provided herein.

4.2 Expenses. Unless otherwise provided in the Scope of Services Professional shall be responsible for all expenses related to the services provided pursuant to this Agreement including, but not limited to, travel, copying and facsimile charges, telephone, internet and email charges.

4.3 Rate Schedule. The hourly rates set forth in the Scope of Services, if any, shall remain in effect during the term of this Agreement. Any changes to established hourly rates shall require the prior written consent of City.

Article V Devotion of Time; Personnel; and Equipment

5.1 Devotion of Time and Personnel. Professional shall devote such time as reasonably necessary for the satisfactory performance of the services under this Agreement. Should City require additional services not included under this Agreement, Professional shall make reasonable effort to provide such additional services within the time schedule without decreasing the effectiveness of the performance of services required under this Agreement, and shall be

compensated for such additional services on a time and materials basis, in accordance with Professional's standard hourly rate schedule, or as otherwise agreed between the Parties.

5.2 Engagement of Third Parties. To the extent reasonably necessary for Professional to perform the services under this Agreement, Professional shall be authorized to engage the services of any agents, assistants, persons, or corporations that Professional may deem proper to aid or assist in the performance of the services under this Agreement. Professional shall provide written notice to and obtain written approval from City prior to engaging services not referenced in the Scope of Services. The cost of such personnel and assistance shall be included as part of the total compensation to be paid Professional pursuant to this Agreement and shall not otherwise be reimbursed by City unless otherwise provided herein.

5.3 Professional's Facilities and Equipment. Professional shall furnish the facilities, equipment and personnel necessary to perform the services required under this Agreement unless otherwise provided herein.

5.4 Progress Reports and Meetings. Professional shall submit monthly progress reports and attend monthly progress meetings scheduled by City or more frequently as may be required by City from time to time based upon Project demands. Each progress report shall detail the work accomplished and special problems or delays experienced on the Project during the previous report period, and the planned work activities and special problems or delays anticipated for the next report period.

Article VI Miscellaneous

6.1 Entire Agreement. This Agreement constitutes the sole and only agreement between the Parties and supersedes any prior understandings written or oral agreements between the Parties with respect to this subject matter.

6.2 Assignment. Professional may not assign this Agreement without the prior written consent of City. In the event of an assignment by Professional to which City has consented, the assignee shall agree in writing with City to personally assume, perform, and be bound by all the covenants, and obligations contained in this Agreement.

6.3 Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors and assigns.

6.4 Governing Law. The laws of the State of Texas shall govern this Agreement without regard to any conflict of law rules; and venue for any action concerning this Agreement shall be in the State District Court of Dallas County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

6.5 Amendments. This Agreement may be amended only by written agreement signed by all of the Parties.

6.6 Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

6.7 Independent Contractor. It is understood and agreed by and between the Parties that Professional, in satisfying the conditions of this Agreement, is acting independently, and that City assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by Professional pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of City. Professional shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement.

6.8 Right-of-Access. Professional shall not enter onto private property without lawful right-of-access to perform the required surveys, or other necessary investigations. Professional will take reasonable precautions to minimize damage to the private and public property in the performance of such surveys and investigations. Any right-of-access to public or private property shall be obtained in accordance with the Scope of Services.

6.9 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail, courier or by confirmed telefax or facsimile to the address specified below, or to such other Party or address as either Party may designate in writing, and shall be deemed received three (3) days after delivery or on the day actually received if sent by courier or otherwise hand delivered:

If intended for City, to:

Attn: Charles S. Cox
City Manager
City of Farmers Branch, Texas
13000 William Dodson Parkway
Farmers Branch, Texas 75234
972.919.2518 – telephone
972.919.2514 – facsimile

With a copy to:

Peter G. Smith
Nichols, Jackson, Dillard, Hager & Smith, L.L.P.
1800 Ross Tower
500 North Akard Street
Dallas, Texas 75201
214.965.9900 – telephone
214.965.0010 – facsimile

If intended for Professional:

Attn: Bryant Caswell, PE
2595 Dallas Parkway Suite 101
Frisco, Texas 75034
Telephone: 972-464-4800
Fax: 972-464-4899
Email: bcaswell@bgeinc.com

6.10 Insurance.

- (a) During the term of this Agreement, Professional shall maintain in full force and effect the following insurance:
 - (i) Commercial general liability policy of insurance for bodily injury, death and property damage including the property of City, its officers, contractors, agents and employees (collectively referred to as the "City") insuring against all claims, demands or actions relating to the work and services provided by Professional pursuant to this Agreement with a minimum combined single limit of not less than \$2,000,000.00 per occurrence for injury to persons (including death), and for property damage and \$2,000,000.00 aggregate including products and completed operations coverage of \$1,000,000.00. This policy shall be primary to any policy or policies carried by or available to City; An Excess / Umbrella policy following form of the underlying policy may be used to satisfy the limits required for Commercial general liability;
 - (ii) Automobile liability insurance policy covering any vehicles owned, non-owned and hired and/or operated by Professional, its officers, agents, and employees, and used in the performance of this Agreement with policy limits of not less than \$1,000,000.00 combined single limit for bodily injury, death and property damage;
 - (iii) Statutory Worker's Compensation Insurance at the statutory limits and Employers Liability covering all of Professional's employees involved in the provision of services under this Agreement with policy limit of not less than \$1,000,000.00; and
 - (iv) Professional Liability with policy limit of not less than \$2,000,000.00 per claim and \$2,000,000.00 in the aggregate, covering negligent acts, errors and omissions by Professional, its contractors, sub-contractors, consultants and employees in the performance of services pursuant to this Agreement.
- (b) All insurance shall be endorsed to provide the following provisions:

- (i) Except for the Workers Compensation Insurance and Professional Liability policy, name City, its officers, and employees as additional insureds as to all applicable coverage;
 - (ii) Except for the Professional Liability policy, provide for a waiver of subrogation against City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance;
 - (iii) A specific endorsement needs to be added to all policies, with a copy of the endorsement provided to City that indicates the insurance company will provide to City at least a thirty (30) day prior written notice for cancellation, non-renewal, and/or material changes of the policy. In the event the companies providing the required insurance are prohibited by law to provide any such specific endorsements, Professional shall provide at least thirty (30) days prior written notice to City of any cancellation, non-renewal and/or material changes to any of the policies of insurance.
- (c) All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service. The Commercial General Liability, Automobile and Workmen Compensation policies must be written on a primary basis, non-contributory with any other insurance coverage and/or self-insurance maintained by City.
- (d) A certificate of insurance and copies of policy endorsements evidencing the required insurance shall be submitted to City prior to commencement of services. On every date of renewal of the required insurance policies, Professional shall cause a certificate of insurance and policy endorsements to be issued evidencing the required insurance herein and delivered to City. In addition, Professional shall within ten (10) business days after written request provide City with certificates of insurance and policy endorsements for the insurance required herein. The delivery of the certificates of insurance and policy endorsements to City is a condition precedent to the payment of any amounts due to Professional by City. The failure to provide valid certificates of insurance and policy endorsements shall be deemed a default and/or breach of this Agreement.

6.11 Debarment and Suspension.

- (a) In accordance with 2 CFR Section 180.300, the principal of this Agreement as described in 2 CFR Section 180.995 being duly sworn or under penalty of perjury under the laws of the United States, certifies that neither Professional nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, the State of Texas or any of its departments or agencies.

- (b) If, during the term of this Agreement, Professional becomes debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation, Professional shall immediately inform City.
- (c) If this Agreement is financed in whole or in part by Federal and/or State grants, Professional agrees that this section will be enforced on each of its subcontractors and will inform City of Farmers Branch of any violations of this section by subcontractors to the Agreement.
- (d) The certification in this Section 6.11 is a material representation of fact relied upon by City in entering into this Agreement.

6.12 Indemnification. PROFESSIONAL DOES HEREBY COVENANT AND CONTRACT TO WAIVE ANY AND ALL CLAIMS, RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS CITY, ITS COUNCIL, OFFICERS, AND EMPLOYEES, FROM AND AGAINST ALL LIABILITY, CAUSES OF ACTION, CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LOSSES, PENALTIES OR SUITS, TO THE EXTENT CAUSED BY THE NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY PROFESSIONAL, ITS AGENT, ITS CONSULTANT UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH PROFESSIONAL EXERCISES CONTROL SUBJECT TO THE LIMITATIONS IN TEXAS LOCAL GOVERNMENT CODE § 271.904 AND TEXAS CIVIL PRACTICE AND REMEDIES CODE, § 130.002 (B).

INDEMNIFIED ITEMS SHALL INCLUDE REASONABLE ATTORNEYS' FEES AND COSTS, COURT COSTS, AND SETTLEMENT COSTS IN PROPORTION TO PROFESSIONAL'S LIABILITY.

PROFESSIONAL'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY PROFESSIONAL UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

6.13 Counterparts. This Agreement may be signed by the Parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the Parties hereto.

6.14 Exhibits. The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

6.15 Prohibition of Boycott Israel. Professional verifies that it does not Boycott Israel and agrees that during the term of this Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended. This section does not apply if Professional is a sole proprietor, a non-profit entity or a governmental entity; and only applies if: (i) Professional

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has ten (10) or more fulltime employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement.

(Signature Page to Follow)

SIGNED AND AGREED this 25 day of August, 2020.

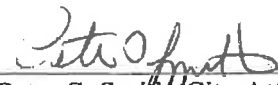
CITY OF FARMERS BRANCH, TEXAS

By: 
Charles S. Cox, City Manager

ATTEST:

By: 
Amy Pukana, City Secretary

APPROVED AS TO FORM:

By: 
Peter G. Smith, City Attorney

SIGNED AND AGREED this 3rd day of August, 2020.

BGE, INC.

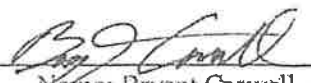
By: 
Name: Bryant Caswell, PE
Title: Principal/Senior Project Manager

EXHIBIT A

Scope for Engineering Services for Sanitary Sewer Lift Station Improvements

FARMERS BRANCH OFFICE PARK LIFT STATION REHABILITATION

PROJECT DESCRIPTION

This project is to assess, rehabilitate and upgrade the Farmers Branch Office Park (FBOP) Lift Station. Renovations are to include relocation and replacement of all electrical equipment, including emergency generator and automatic transfer switch, currently located in a below-ground concrete structure to an above-ground installation. This project also includes replacement of discharge piping into a new concrete vault with access hatches, replacement of three (3) submersible pumps, wet well coating, pipe coating, and related accessories. The facility is to be screened with a masonry screening wall and overhead canopy with surrounding landscape plantings to match the aesthetics of the Sheraton hotel adjacent to the station.

BASIC SERVICES

TASK 1. Project Management/Reporting

Perform the functions to manage the project in a manner that fulfills the contractual requirements. Specific management tasks include:

1. Prepare monthly summary reports and invoices.
2. Develop Project Management Plan (PMP) that include a project specific QA/QC Plan.
3. Develop a design schedule that encompasses preliminary design phase through construction. Schedule will be developed using Microsoft Project.
4. Meetings- Conduct monthly progress meetings via video conferencing with the Owner

TASK 2. Preliminary Engineering Report (PER) (30%)

1. Data Collection
 - a. Meet with City of Farmers Branch (CITY) engineering staff and obtain design criteria, existing pump operation logs, pertinent utility plans, street plans, plats and right-of-way maps, existing easement information, and other information available for the project area.
 - b. Meet with City staff and conduct an on-site review and walk through to assess condition, operations and rehabilitation components.
2. Project Study and Recommendations
 - a. Review existing plans for the facility and equipment to be replaced.
 - b. Review sewer service area, City mapping, City provided pump logs, and City provided flow data to validate the contributing flow, including a review of the contributing commercial development.

- c. Review and evaluate capacity of the influent sewer line, existing pumps and force main to evaluate the current capacity of the existing system and perform a preliminary pump selection for the replacement pumps.
 - d. Develop a conceptual site plan for the proposed improvements, including a screening wall and canopy. Provide up to 2 options including 3D renderings for presentation to the Hotel ownership.
 - e. Develop construction phasing plan and related bypass pumping approach.
 - f. Coordinate with TXDoT regarding construction within the I-635 rights-of-way, and required traffic control, if any.
 - g. Prepare a conceptual Opinion of Probable Construction Cost (OPCC) for the proposed improvements.
 - h. Provide a technical memo summarizing the findings and recommendations including engineering design calculations, equipment sizing and relevant data, layout drawings and screening option exhibits.
3. Design review meeting: Present and discuss the PER including review of concept plan layouts, screening options security and personnel access. Deliver submittal package 1-2 weeks prior to meeting.
4. Submittal:
 - a. Engineering Report
 - b. 30% Layout Drawings

TASK 3. Design Survey

Perform necessary surveying operations for the complete design of the Project and shall include the following:

1. Establish horizontal and vertical control using CITY criteria.
2. Tie right-of-way lines and corners, property lines and corners, trees three (3) inches in diameter and larger, fence lines, and other visible surface features.
3. Topographic Information including structure measure downs as needed for design.
4. Horizontal and vertical location of all existing visible facilities within the Project limits including existing paving, sidewalks, buildings, structures, landscaping, etc.
5. Tie existing visible franchise utilities and appurtenances, and public utilities such as water valves, fire hydrants, manholes, etc.
6. Tie existing visible franchise utilities and appurtenances, and public utilities such as water valves, fire hydrants, manholes, etc.
7. Verify horizontal and vertical location of existing sanitary sewer facilities.
8. Create and call in locate tickets for Texas811 for the project corridor. Timing of locates will be coordinated to help ensure that locates are performed in conjunction with surveying operations.

TASK 4. Preliminary Design (60%)

Development of Preliminary Design Drawings and Specifications based on decisions made from the conceptual design review meeting.

1. Sheets will include:
 - a. Cover Sheet & Index w/ location map
 - b. General Notes w/ Abbreviations
 - c. Existing Site Plan
 - d. Overall project layout sheet
 - e. Demo Plan including construction phasing and bypass pumping notes.
 - f. Demolition of the existing electrical & generator vault.
 - g. Lift Station Site Plan depicting the existing lift station with appurtenances, key item and fitting tables, and all improvements, including proposed piping and connections, emergency generator and equipment pad.
 - h. Lift Station Sections showing wet well improvements including discharge piping and connections, and existing wet well penetrations new concrete valve vault for new discharge piping and check valves and connection to dual force main system.
 - i. Landscaping and planting plan including screening wall layout
 - j. Design of concrete screen wall or CMU screen wall, and access gate.
 - k. Design of structural steel beam and column system to support standing seam metal room system. Framing system to cover existing generator and electrical equipment.
 - o Standing seam metal roof will not be designed. A manufacturer will be chosen, and design tables will be used to size type of roof material to be used.
 - o Drilled shaft foundation systems to support columns or spread footing.
 - l. Overhead canopy plan and sections including structural design and details.
 - m. Foundation plans and details for equipment pads, canopy and screening wall.
 - n. Design of new structural concrete valve vault with aluminum access hatches to house discharge piping, check and isolation plug valves.
 - o. Lift Station Electrical Sheets including abandonment of existing components, new electrical equipment locations and details, new emergency generator equipment and details, and proposed routing of electrical lines including below ground conduit or overhead cable tray.
 - p. Erosion Control plan and details, as needed. Traffic Control Plan (incl. that for Hotel parking lot)
 - q. Standard and special detail sheets for the proposed improvements that are not already included in the CITY's specifications, including coatings schedule, connection details between various parts of the project, utility relocations, and details unique to the construction of the project.
2. Specifications: Prepare outline of technical specifications needed for the project.
3. Constructability Review: Prior to the 60% design review meeting, schedule and attend a project site visit with the CITY Project Manager and Construction personnel to walk the project.
4. Submittal:
 - a. One (1) set of preliminary (60%) plans – Full size 22x34
 - b. One (1) outline of special technical specifications

- c. Preliminary OPCC to the City for review.
- 5. Design Review Meeting: Review the submittal package and address comments from City review. Deliver submittal package 1-2 weeks prior to meeting.

TASK 5. Final Design (90% and Final)

Development of Preliminary Design Drawings and Specifications based on decisions made from the Preliminary design review meeting.

- 1. Revise 60% preliminary plans to incorporate comments from CITY review.
- 2. Incorporate comments from the utility companies.
- 3. Finalize construction plans for proposed improvements for 90% review.
- 4. Finalize special technical specifications and special conditions (if any).
- 5. Incorporate standard details and prepare additional details as required.
- 6. Specifications: Complete any final technical specifications needed for the project.
- 7. Submittal (90%):
 - a. One (1) set of 90% plans – Full size 22x34
 - b. One (1) set of special and/or technical specifications
 - c. 90% OPCC to the City for review.
 - d. PDF of all submittals
- 8. Design Review Meetings: Meet with CITY to review the 90% submittal package. ENGINEER to send submittal package 1-2 weeks prior to meeting.
- 9. Revise 90% plans to incorporate comments from CITY review and prepare bid documents.
- 10. Take off final construction quantities and prepare final construction cost estimates.
- 11. Submittal (Final):
 - a. Six (6) sets of Final plans, signed and sealed for bidding – Full size 22x34
 - b. One (1) set of special and/or technical specifications (city to prepare standard specifications)
 - c. Bid proposal
 - d. Final OPCC
 - e. PDF of all submittals

TASK 6. Bid Phase

Assist the City staff in advertising for bids.

- 1. Assist City by responding to questions and interpreting bid documents.
- 2. Assist City with addenda to bid documents as necessary.

3. Attend and assist City staff at the City bid opening.
4. Evaluate the low bidder. The review and evaluation will include such factors as work previously completed (contact client references), and publicly available financial resources. Prepare a letter of recommendation to the City for awarding a contract to the lowest responsible bidder within four working days of the bid opening.

TASK 7. Construction Administration & Observation

Assist the City staff during the construction phase as follows:

1. Provide drawings conformed for construction with addenda incorporated, prepared for approval stamp by City
2. Submittal:
 - a. Six (6) sets of Final plans – Full size 22x34
 - b. Four (4) sets of Final plans, – Half size 11x17
 - c. Six (6) sets of Conformed Project Manual
 - d. PDF of all submittals
3. Assist City staff in a pre-construction conference.
4. Attend monthly construction progress meetings scheduled by the CITY. Attendance shall be limited to the team member(s) required for that particular meeting depending on the particular subjects/issues to be discussed. It is anticipated that there may be up to ten (10) meetings.
5. Preside over meetings, prepare and distribute meeting agendas, and draft, finalize and distribute meeting minutes providing three (3) working days to review comments to the draft minutes.
6. Provide up to ten (10) periodic site visits by the design engineer (or their qualified project field representative) with a written inspection report submitted to the City for each visit.
7. Perform one (1) site visit per month throughout the construction duration, as scheduled by the CITY to observe progress and assess if the Project work is in accordance with the Contract Documents in order to review and sign the pay estimates submitted by the contractor. The CITY will plan so that the pay estimate site visits will occur on the same day and near the same time as the construction progress meetings.
8. Provide written responses to requests for information or clarifications.
9. Review all shop drawings/submittals/second submittals and preliminary/final equipment operation and maintenance (O&M) manuals for conformance with the Project documents and compatibility with the design intent, and accuracy and completeness.
10. Review all certificates provided for equipment, requests for substitute materials and equipment, testing (to include field, laboratory, shop and mil testing of materials), and other approvals required by laws, rules, regulations, ordinances, codes, orders, or the

Contract Documents to determine generally that the results certified substantially comply with the Contract Documents.

11. The Engineer shall be reimbursed by the City for third submittal reviews (upon proof that the third submittal had significant number of comments and required extensive review), and submittals resulting from the System requested changes that are not part of the Project scope.
12. Review and assist in negotiation of change order requests
13. Assist in final completion walk-throughs/inspections to determine if the completed work of the contractor is acceptable. Recommend in writing that the final payment may be released. If not, the contractor shall be notified, and walk-throughs/inspections shall be repeated.
14. Attend walk-throughs for partial/final acceptance of major equipment and structures.
15. Prepare construction "Record Drawings" based upon mark-ups and information provided by the construction contractor's red line as-builts and City staff
16. Submittal (Record Drawings):
 - a. PDF, TIFF and AutoCAD files of all submittals, provided on CD.

SPECIAL SERVICES:

TASK 8. Geotechnical Investigation

Provide geotechnical investigation through sub-contract services with a qualified geotechnical engineering firm.

1. Soil investigations, including field and laboratory tests, borings, review of other related reports provided by the City, related engineering analysis and recommendations for determining soil conditions will be made. In addition to the above investigations, borings and appropriate field and laboratory analysis will be made at the project site for the Contractor's use in determining soil conditions for preparing bids.
2. 2 borings at an average bore depth of 20 feet each will be provided.

Coordinate and evaluate the geotechnical information and available soil data to determine foundation construction for equipment pads, screening wall and overhead canopy including need for potential drilled piers.

TASK 9. Easement Documents

As permanent and temporary construction easements may be required, prepare the following as required for the project:

1. Prepare a metes and bounds description and an 8-1/2" x 11" exhibit for right-of-way on a per tract basis. Deliver three (3) reviewed and approved originals to the CITY.

2. Prepare a metes and bounds description and an 8-1/2" x 11" exhibit for temporary construction easements on a per tract basis. Deliver three (3) reviewed and approved originals to the CITY.
3. Prepare a metes and bounds description and an 8-1/2" x 11" exhibit for three (3) easements on a per tract basis. Deliver three (3) reviewed and approved originals to the CITY.
4. Prepared exhibits with the field notes first and drawings second.
5. Set new iron pins at all new corners, PC's and PT's of new right-of-way.

TASK 10. Quality Level 'A' Subsurface Utility Engineering (S.U.E.)

Provide Quality Level 'A' S.U.E. Services for the purpose of vertically locating the utility lines, on an as needed basis per each locate:

1. Provide S.U.E. Quality Level 'A' Services as defined in CI/ASCE 38-02.
 - Quality Level A (QL-"A") – Generally, QL-"A" indicates precise horizontal and vertical location of utilities obtained by the actual exposure (or verification of previously exposed and surveyed utilities) and subsequent measurement of subsurface utilities, usually at a specific point. Minimally intrusive excavation equipment is typically used to minimize the potential for utility damage. A precise horizontal and vertical location, as well as other utility attributes, is shown on plan documents. Accuracy is typically set to 15-mm vertical and to applicable horizontal survey and mapping accuracy as defined or expected by the project owner.
2. Provide all necessary personnel, equipment, supplies, management and supervision needed for the test hole excavation, backfill and restoration.
3. Coordinate with City, property owner, and/or permitting authorities, as needed and assisting the City in obtaining any required permits, permission or rights-of-entry (Engineer not responsible for permit fees, if any).
4. Contact the appropriate one-call system to request utilities to be marked on-the-ground prior to beginning excavation of test holes.
5. Provide and utilize appropriate traffic control devices, as necessary, in conformance with the MUTCD, including any state or locally adopted supplements.
6. Excavate by air-vacuum or other minimally invasive methods at locations yet to be determined within the project limits in order to identify the exact horizontal & vertical locations of crucial utilities. For the purpose of the scope, six (6) test holes are assumed. Furthermore, it is assumed that the test holes will be four (4) up to 4 feet deep, and two (2) up to 8 feet deep.
7. Additional test holes or any test holes (as mentioned above) deeper than 8 feet will be provided as an Additional Service at the rate per test hole agreed to by the City.

8. Prepare documentation for each test hole attempted. This documentation will include the horizontal and vertical position of the targeted utility or structure, a general description of the target utility, with condition, material and general orientation noted a generalized description of the material encountered in the test hole, and any other field observations noted during the excavation.
9. Deliverable will consist of a Quality Level A – AutoCAD DWG 2d (or DGN) file showing X, Y and Z w/ depth, a PDF of the same signed and sealed, Utility Summary Sheet, Individual Sheets on Test Holes and ASCII Point List.

ADDITIONAL SERVICES

It is agreed that any services not listed above are considered additional services. The following services are beyond the Scope of Services described in the tasks above. However, these services can be provided, if needed, upon the City's written request. Any additional amounts paid to the Engineer as a result of any material change to the Scope of the Project shall be agreed upon in writing by both parties before the services are performed. These additional services include the following, or services related to the following:

- Permitting, and fees for permits.
- Negotiation of easements or property acquisition
- Development of the City's project financing and/or budget.
- Disputes over pre-qualification, bid protests, bid rejection and re-bidding of the contract for construction.
- Construction management and inspection 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 the force main design or construction other than that as outlined above, including surge or transient analysis of the force main system
- 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.
- Traffic Engineering reports or studies.

**EXHIBIT B
PAYMENT SCHEDULE**

**FBOP LIFT STATION
PROJECT NUMBER BGE 7648-00**

BASIC SERVICES	TOTAL
Task 1. Project Management/Reporting	\$ 5,600
Task 2. Preliminary Engineering Report	\$ 22,500
Task 3. Design Survey	\$ 4,500
Task 4. Preliminary Design	\$ 68,200
Task 5. Final Design	\$ 23,500
Task 6. Bid Phase	\$ 5,900
Task 7. Construction Administration/Observation	<u>\$ 9,900</u>
Total Basic Services	\$ 140,100
 SPECIAL SERVICES (if needed)	
Task 8. Geotechnical Study	\$ 3,200
Task 9. Easement Documents (2 at \$1,750 ea)	\$ 3,500
Task 10. Level A SUE (2 at \$2,000 ea)	<u>\$ 4,000</u>
Total Special Services	\$ 10,700
 TOTAL FEE	 \$ 150,800

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

BGE, Inc
Frisco, TX United States

Certificate Number:
2020-651011

Date Filed:
07/30/2020

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Farmers Branch, Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

Project # 7648
City of Farmers Branch Lift Station Rehabilitation-PW

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Lennard, Lee	Houston, TX United States	X	
	Dillon, William D	Frisco, TX United States	X	
	Randermann, Randy	Houston, TX United States	X	
	Harris, Robert C	Austin, TX United States	X	

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is William D Dillon, and my date of birth is 11/12/1961

My address is 2595 Dallas Parkway Suite 101 Frisco TX 75034 USA
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Collin County, State of Texas, on the 30 day of July, 2020
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)