

EXHIBIT “A”

SCOPE OF SERVICES

PROJECT DESCRIPTION

This scope of services is for the design and preparation of construction plans, specifications, bidding, and construction administration for the complete interior and exterior repainting of the Valley View 1.50 Million Gallon Fluted Steel Column Elevated Storage Tank and the exterior roof repainting of the Wicker 5.0 Million Gallon Steel Ground Storage Reservoir.

ENGINEERING SERVICES

PART 1: Design Phase

- A. Conduct kick-off meeting with City staff and visit job sites to discuss scope and tank improvements.
- B. Prepare preliminary construction plan sheets for the Valley View Elevated Tank and the Wicker Ground Storage Reservoir.
- C. Prepare specifications for recoating of the interior and exterior of the elevated tank, and exterior roof recoating of the ground storage reservoir. Specification will include requirement for exterior containment system.
- D. Prepare location maps of the site.
- E. Include graphics and dimensions for tank logo layout on the tank.
- F. Include in design a three-level sample line.
- G. Include miscellaneous tank enhancements.
- H. Specify the cleaning and painting of mechanical piping at base of the tank column.
- I. Specify in documents replacement of fall protection system.
- J. Specify replacement of obstruction light with LED fixture.

- K. Specify removal of cathodic protection system.
- L. Aerial photograph of the site and surroundings.
- M. Prepare preliminary Technical Specifications, which will be outside City provided Special Conditions.
- N. Include list of submittal data required for sealed competitive proposal evaluation.
- O. Submit four sets of preliminary plans (11" x 17" maximum sheet size) and Technical Specifications to the City for review, including one electronic file in .PDF format.
- P. Meet with the City staff to discuss preliminary plans and Technical Specifications.
- Q. Assist staff in having communications systems removed, de-energized or relocated during coating of tank. Coordination with City IT and Communications department.
- R. Revise and finalize the preliminary plan sheet and Technical Specifications, incorporating City comments.
- S. Formulate opinion of probable construction cost based on final plans.
- T. Prepare final bid documents including bid proposal forms, construction plans, specifications and contract documents.
- U. Prepare layout plan for inspection documentation.
- V. Submit one set of Final Plans (11" x 17" maximum sheet size), Special Conditions and Contract Documents, and an electronic file in PDF format to the City for their use in distributing bidding documents to contractors, suppliers and publishers.

PART 2: Bidding Phase

- A. Assist the City staff in advertising for bids. This will include posting the Construction Plans, Specifications and Bidding Documents to CivCast electronically. City will have the "Notice to Contractors" published in local newspaper at City's cost. Bidding process will be for a sealed competitive proposals.
- B. Prepare and post routine addenda as required
- C. Assist during opening of bids. Receive a copy from the City of the bids received.

- D. Prepare initial bid tabulation of bids received, check for mathematical errors and unbalanced bids. Provide bid tabulation, in PDF format, to City.
- E. Assist City staff with sealed competitive proposal evaluations.
- F. Check references provided for bid packages received.
- G. Review submittal material and check if requested information was submitted at time of submittal.
- H. Follow up with each bidder that did not submit full package and request missing data, if desired by the City.
- I. Provide Selection Committee Score sheet to City staff and tally up the scores on one Master Score Sheet. Meet with City staff to discuss scores and selected contractor.
- J. Prepare a recommendation letter for award of a construction contract.
- K. After City Council award, notify bidders and selected contractor of award.
- L. Facilitate processing and distribution of contract documents for Contractor and City execution.
- M. Prepare “Conformed” Plans and Specifications to reflect changes or clarifications issued by addendum during the bidding phase.
- N. After award of contract, prepare five (5) sets of conformed construction plans and specifications to the City for construction use by the City and Contractor, along with an electronic PDF copy.
- O. After award, return Bid Bonds to the respective bidders.

PART 3: Construction Administration Phase

- A. Attend the Pre-Construction Conference, including preparing an agenda, with City staff, Contractor, and quality control staff.
- B. Attend coordination job-site meetings with contractor, quality control personnel, and City representatives as required to discuss strategy, problem areas, progress, and other coordination matters (six meetings are included).
- C. Review shop drawings and other submittal information which the Contractor submits. This review is for the benefit of the Owner and covers only general conformance with information

given by the Contract Documents. The contractor is to review and stamp their approval on submittals prior to submitting them to the Engineer. Review by the Engineer does not relieve the Contractor of any responsibilities, safety measures or the necessity to construct a complete and workable facility in accordance with the Contract Documents. Review of shop drawings will be completed by review of electronic PDF files provided by the Contractor.

- D. Provide written responses to requests for information or clarification to City or Contractor.
- E. Prepare and process routine change orders for this project as they pertain to the original scope of work.
- F. Prepare monthly pay request from information obtained from Contractor and/or City Inspector, if requested by the City.
- G. Attend monthly site progress meeting with Contractor and City representatives as required, to discuss monthly progress, schedule, and look-ahead work. Some onsite meeting may be substituted by virtual meetings, or as requested by the City.
- H. Review the Quality Control on-site representative's test reports and formulate opinion of progress, attempting to identify potential issues.
- I. Accompany the City during their final walkthrough inspection of the project, and prepared punch lists for the tank and reservoir.
- J. Recommend final acceptance of the project based.
- K. If required by the City, visit the elevated tank and ground storage reservoir after one (1) year of project acceptance to evaluate conditions or work.

PART 4: Special Services

As the City directs, special engineering services such as those described below will be performed during the course of the project. Special Services are defined as functions not specifically included under Basic Services. No Special Services will be performed unless authorized by the City. Special Services include:

A. Survey for Design:

Complete field surveys for design that includes topography along the route and existing equipment layout inside the tank.

B. Onsite Construction Quality Control

Perform onsite construction quality control to be completed by Steel Inspectors of Texas, Inc. with up to seventy (70) trips to the job site for coating, blasting, and welding inspections. A NACE Level 1 certified technician will be provided to perform inspections and testing of the following:

- a. Surface profile measurements of the surface preparation and cleanliness prior to coating application.
- b. Site conditions, including ambient conditions specified for coating application that will be verified prior to coating applications.
- c. Coatings applied will be documented for conformance to the specifications and product data sheets.
- d. Measure dry film thickness after each coating application.
- e. Low voltage pin hole Holiday testing of completed interior surfaces.

Preparation of daily reports for each site visit with pictures and documentation on on-going work and any deficiencies. Test reports to be provided to CITY as construction progresses.

C. Prepare Record Drawings

Utilizing City on-site representative and Contractor construction record information, consultant will prepare record drawings and provide an electronic copy in TIF format.

D. Miscellaneous

Miscellaneous items such as printing and mileage. Printing of hard copy plan set for preliminary and final reviews by City. Print hard copy of documents for use during construction. Mileage will be charged at the established IRS rate.

PART 5: Terms and Conditions For Electronic File Transfers

Electronic files are transmitted on the terms and conditions below:

By opening, accessing, copying, or otherwise using the transmitted electronic files, these terms and conditions are accepted by the user.

- A. The electronic files are compatible with the following software packages operating on a PC using Windows operating systems:
 - Autocad Civil 3D 2022 , Civil 3D 2017
 - Innovyze InfoWater Pro 3.0 with ESRI Arc Pro 2.7
 - Innovyze InfoSewer Pro 7.6 with ESRI Arc Map 10.5

- ESRI 10.4
 - MS Office 365
 - Bluebeam Revu (PDF) Ver 10 - Ver 2020
- B. Birkhoff, Hendricks & Carter, L.L.P. does not make any warranty as to the compatibility of these files beyond the specified release of the above stated software.
 - C. Because data stored on electronic media can deteriorate undetected or be modified, Birkhoff, Hendricks & Carter, L.L.P. will not be held liable for completeness or correctness of electronic media.
 - D. The electronic files are instruments of our service. Where there is a conflict between the hard copy drawings and the electronic files, Birkhoff, Hendricks & Carter, L.L.P.'s hard copy file will govern in all cases.
 - E. Electronic files may only be modified in accordance with the Texas Engineering Practice Act for modifying another Engineer's design.

PART 6: Exclusions

The intent of this scope of services is to include only the services specifically listed herein and no others. Services specifically excluded from this contract scope include, but are not necessarily limited to the following:

- A. Certification that work is completed by Contractor in accordance with plans and specifications.
- B. Contractor means and methods.
- C. Environmental impact statements, assessments, and cleanup.
- D. Fees for permits or advertising.
- E. Feed for publicly advertising the project.
- F. Certification that work is in accordance with plans and specifications.
- G. Environmental cleanup.
- H. Quality control and testing services during construction.
- I. Phasing of Contractors work.
- J. On-site safety precautions, programs and responsibility.
- K. Revisions and/or changes after completion of original design, unless to correct errors in the plans.

L. Title searches, boundary surveys, or property surveys.

M. Preparation of bidding documents.

N. Structural analysis.

O. Fiduciary responsibility to the Client.

EXHIBIT “B”
COMPLETION SCHEDULE

Notice to Proceed	April 22, 2025
Perform Field Surveys	April 28, 2025
Perform Site Visit	April 28, 2025
Complete Preliminary Plans and Specifications	June 27, 2025
Receive Comments from City	July 11, 2025
Complete Final Plans	August 15, 2025
Bidding Phase	August 2025
Award Contract	September 2025
Construction	October 2025 – March 2026

EXHIBIT “C”

PAYMENT SCHEDULE

<u>Task</u>		<u>Fee Amount</u>
<u>ENGINEERING SERVICES</u>		
Compensation for Engineering Services described under Section 2, Tasks A-C shall be based on a Lump Sum Basis in the following amounts		
1	Design Phase (for both tank sites)	\$81,400.00
2	Bidding Phase	\$9,000.00
3	Construction Administration Phase	\$38,800.00
Engineering Services Subtotal:		\$129,200.00
<i>Engineering Services for both tanks.</i>		
Compensation for Special Services under Section 2, Tasks E1 through E4, shall be on an hourly basis of salary cost times a multiplier of 2.45 for time expended on the task. Field survey crew shall be based on \$195.00 per hour, inclusive of all equipment rentals and software licensing; plus, mileage charge at the IRS established rate. Expenses shall be at invoice cost times a multiplier of 1.15.		
4	<u>SPECIAL SERVICES</u>	
A	Design Survey	\$2,400.00
B	Onsite Construction Quality Control	\$51,000.00
C	Record Drawings	\$2,000.00
D	Miscellaneous	\$1,000.00
Additional Services Subtotal:		\$56,400.00
Total Not To Exceed Amount:		\$185,600.00

The Total Not to Exceed Amount established herein shall not be exceeded without written authorization from the City, based on increased scope of services.

Payment invoices are to be prepared and emailed on a monthly basis, based on percentage complete for the Basic Services, and on actual hour expenditures for the Additional Services. Payment is due within 30 days of receipt of invoice.