

**PROFESSIONAL SERVICES AGREEMENT  
CIP 219 HIGHWAY 80 WATER LINES REPLACEMENT AND UPGRADE PROJECT**

**STATE OF TEXAS                       §**

**COUNTY OF KAUFMAN               §**

This contract, (the "Contract" or "Agreement"), effective as of the \_\_\_ day of \_\_\_\_\_, 2022 (the "Effective Date"), is by and between the City of Forney, (the "CITY"), a Texas home rule municipal corporation, and HDR Engineering, INC. ("ENGINEER").

**WITNESSETH**

**WHEREAS**, the CITY desires to obtain professional engineering services related to the design of the CIP 219 Highway 80 Water Lines Replacement and Upgrade Project (the "Activities"); and

**WHEREAS**, ENGINEER has a professional staff experienced and is qualified to provide professional engineering services related to Activities, and will provide the services, as defined below, for the price provided herein, said price stipulated by CITY and ENGINEER to be a fair and reasonable price; and

**WHEREAS**, the CITY desires to contract with ENGINEER to provide professional engineering services related to the Activities and ENGINEER desires to provide the Services related to same.

**NOW THEREFORE**, for and in consideration of the terms, covenants and conditions set forth in this Contract, the CITY and ENGINEER hereby agree as follows:

**ARTICLE I. TERM**

The term of this Contract commences on the Effective Date and continues without interruption through the construction phase and project completion, as set forth in in Exhibit "C" (the "Schedule"), attached to and made a part of this Agreement for all purposes. If the Engineer determines that additional time is required to complete the Services, the City Manager, or his/her designee, may execute an agreement to grant up to an additional six (6) months of time so long as the amount of the consideration does not increase. An amendment to this agreement resulting in any increase in the amount of the consideration must be approved by the City acting through its governing body.

**ARTICLE II. SERVICES AND COMPENSATION**

A. ENGINEER shall conduct all activities and within such timeframes as set forth on Exhibit "A", attached hereto (the "Services").

B. ENGINEER shall receive as consideration to be paid for the performance of the Services set forth in Exhibit "B", attached hereto (the "Compensation").

### **ARTICLE III. TERMINATION**

A. General. CITY may terminate this Contract, for any reason or convenience, upon thirty (30) days written notice to ENGINEER. In the event this Agreement is so terminated, the CITY shall only pay ENGINEER for services actually performed by ENGINEER up to the date ENGINEER is deemed to have received notice of termination as provided herein.

B. Termination and Remedies. In the event ENGINEER breaches any term and/or provision of this Contract and fails to cure the breach within a reasonable cure period provided by the City, the CITY shall be entitled to exercise any right or remedy available to it by this Contract, at law or equity, including without limitation, termination of this Contract and assertion of action for damages and/or injunctive relief. The exercise of any right or remedy shall not preclude the concurrent or subsequent exercise of any other right or remedy and all other rights and remedies shall be cumulative.

### **ARTICLE IV. NON-ARBITRATION**

The CITY reserves the right to exercise any right or remedy available to it by law, contract, equity, or otherwise, including without limitation, the right to seek any and all forms of relief in a court of competent jurisdiction. Further, the CITY shall not be subject to any arbitration process prior to exercising its unrestricted right to seek judicial remedy. The remedies set forth herein are cumulative and not exclusive, and may be exercised concurrently. To the extent of any conflict between this provision and another provision in, or related to, this document, the former shall control.

### **ARTICLE V. REPRESENTATIONS AND WARRANTIES**

A. Existence. ENGINEER is a corporation validly existing and in good standing under the laws of the State of Texas and is qualified to carry on its business in the State of Texas.

B. Corporate Power. ENGINEER has the corporate power to enter into and perform this Contract and all other activities contemplated hereby.

C. Authorization. Execution, delivery, and performance of this Contract and the activities contemplated hereby have been duly and validly authorized by all the requisite corporate action on the part of the ENGINEER. This Contract constitutes legal, valid, and binding obligations of the ENGINEER and is enforceable in accordance with the terms thereof.

D. Engineer. ENGINEER maintains a professional staff and employs, as needed, other qualified specialists experienced in providing the Services, and are familiar with all laws, rules, and regulations, both state and federal, including, without limitation the applicable laws, regarding the activities contemplated hereby.

E. Performance. ENGINEER will and shall conduct all activities contemplated by this Contract in accordance with the standard of care, skill and diligence normally provided by a professional person in performance of similar professional engineering services, and comply with all applicable laws, rules, and regulations, both state and federal, relating to professional engineering services, as contemplated hereby.

F. Use of Copyrighted Material. ENGINEER acknowledges that any materials provided by ENGINEER for use by CITY pursuant to this Contract shall not contain any proprietary material owned by any other party that is protected under the Copyright Act or any other law, statute, rule, order, regulation or ordinance relating to the use or reproduction of materials. ENGINEER shall be solely responsible for ensuring that any materials provided by ENGINEER pursuant to this Contract satisfy this requirement and ENGINEER agrees to indemnify and hold CITY harmless from all damages caused to CITY or by to which CITY is exposed on account of ENGINEER's failure to perform this duty.

#### **ARTICLE VI. SCOPE OF WORK**

ENGINEER shall accomplish the following: Professional Engineering Services related to the CIP 219 Highway 80 Water Lines Replacement and Upgrade are defined in Exhibit "A", "Services".

#### **ARTICLE VII. INDEPENDENT CONTRACTOR STATUS**

ENGINEER and CITY agree that ENGINEER shall perform the duties under this Contract as an independent contractor and shall be considered as independent contractor under this Agreement and/or in its activities hereunder for all purposes. ENGINEER, in consultation with City, has the sole discretion to determine the manner in which the services are to be performed. During the performance of the Services under this Agreement, ENGINEER and ENGINEER's employees and/or subconsultants, will not be

considered, for any purpose, employees or agents of the CITY within the meaning or the application of any federal, state or local law or regulation, including without limitation, laws, rules or regulations regarding or related to unemployment insurance, old age benefits, workers compensation, labor, personal injury or taxes of any kind.

**ARTICLE VIII. INSURANCE**

ENGINEER shall procure and carry, at its sole cost and expense through the life of this Agreement and for a period of at least five years following the termination or expiration of this Agreement, insurance protection as hereinafter specified, in form and substance satisfactory to CITY, carried with an insurance company authorized to transact business in the state of Texas, covering all aspects and risks of loss of all operations in connection with this Agreement, including without limitation, the indemnity obligations set forth herein.

ENGINEER shall obtain and maintain in full force and effect during the term of this Agreement, and shall cause each approved subcontractor or subconsultant of ENGINEER to obtain and maintain in full force and effect during the term of this Agreement, commercial general liability, professional liability and automobile liability coverage for non-owned and hired vehicles with insurance carriers admitted to do business in the state of Texas. The insurance companies must carry a Best's Rating of A-VII or better. Except for Professional Liability, the policies will be written on an occurrence basis, subject to the following minimum limits of liability:

Commercial General Liability:

Combined Single Limit: \$1,000,000

Professional Liability:

Per Claim Limit: \$1,000,000

Automobile Liability:

Combined Single Limit for any auto: \$1,000,000 Per Occurrence

ENGINEER shall further cause any approved subcontractor or subconsultant to procure and carry, during the term of this Agreement, Professional Liability coverage, as specified above for ENGINEER, protecting CITY against direct losses caused by the professional negligence of the approved subcontractor or subconsultant.

The CITY shall be listed as a primary additional insured with respect to the Automobile Liability and Commercial General Liability and shall be granted a waiver of subrogation under those policies. ENGINEER shall provide a Certificate of Insurance to the CITY as evidence of coverage. The Certificate shall provide 30 days' notice of cancellation. A copy of the additional insured endorsement and waiver of subrogation attached to the policy will be included in the Certificate. The additional insured endorsement shall include Products and Completed Operations.

ENGINEER shall elect to obtain worker's compensation coverage pursuant to Section 406.002 of the Texas Labor Code. Further, ENGINEER shall maintain said coverage throughout the term of this Agreement and shall comply with all provisions of Title 5 of the Texas Labor Code to ensure that the ENGINEER maintains said coverage. The ENGINEER may maintain Occupational Accident and Disability Insurance in lieu of Worker's Compensation. In either event, the policy must be endorsed to include a waiver of subrogation in favor of the City of Forney.

If at any time during the life of the Agreement or any extension hereof, ENGINEER fails to maintain the required insurance in full force and effect, ENGINEER shall be in breach hereof and all work under the Agreement shall be discontinued immediately.

**ARTICLE IX. EMPLOYMENT OF AGENTS/RETAINING  
OF CONSULTANTS**

ENGINEER may employ or retain consultants, contractors, or third parties (any of which are referred to herein as "Subconsultant"), to perform certain duties of ENGINEER, as set forth on Exhibit "A", attached hereto, under this Contract, provided that CITY approves the retaining of Subconsultants. ENGINEER is at all times responsible to CITY to perform the Services as provided in this Agreement and ENGINEER is in no event relieved of any obligation under this Contract upon retainage of any approved Subconsultant. Any agent and/or Subconsultant retained and/or employed by ENGINEER shall be required to carry, for the protection and benefit of the CITY and ENGINEER and naming said third parties as additional insureds, insurance as described above in this Contract.

**ARTICLE X. CONFIDENTIALITY**

ENGINEER shall retain all information received from or concerning the CITY and the CITY's business in strictest confidence and shall not reveal such information to third parties without prior written consent of the CITY, unless otherwise required by law.

## **ARTICLE XI. INDEMNITY**

Having considered the potential liabilities that may exist during the performance of the Services, the benefits of the Project, and the ENGINEER's fee for the Services, and in consideration of the promises contained in this Agreement, ENGINEER agrees to provide the indemnities set forth herein.

**ENGINEER SHALL INDEMNIFY AND HOLD CITY AND CITY'S ELECTED OFFICIALS, OFFICERS, AND EMPLOYEES HARMLESS, TO THE FULLEST EXTENT PERMITTED BY LAW, FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, DAMAGES, COSTS, LIABILITIES AND EXPENSES, AND INCLUDING REASONABLE ATTORNEY'S FEES, TO THE EXTENT CAUSED BY OR RESULTING FROM ENGINEER'S NEGLIGENT ACTS, ERRORS, OR OMISSIONS.**

**THE INDEMNITY PROVIDED HEREIN SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.**

## **ARTICLE XII. COMPLIANCE WITH APPLICABLE LAWS**

ENGINEER shall comply with all applicable federal, state and local laws, statutes, ordinances, rules and regulations relating, in any way, manner or form, to the activities under this Contract, and any amendments thereto.

## **ARTICLE XIII. NOTICE**

A. General. Whenever notice from ENGINEER to CITY or CITY to ENGINEER is required or permitted by this Contract and no other method of notice is provided, such notice shall be given by (1) actual delivery of the written notice to the other party by hand (in which case such notice shall be effective upon delivery); (2) facsimile (in which case such notice shall be effective upon delivery); or (3) by depositing the written notice in the United States mail, properly addressed to the other party at the address provided in this article, registered or certified mail, return receipt requested, in which case such notice shall be effective on the third business day after such notice is so deposited.

B. Engineer's Address. ENGINEER's address and numbers for the purposes of notice are:

HDR Engineering, Inc.

17111 Preston Road, Suite 300 Dallas, TX 75248

Telephone: (972) 960-4468

C. City's Address. CITY's address and numbers for the purposes of notice are:

City of Forney

Attn: City Manager

P. O. Box 826

Forney, Texas 75126

Telephone: (972) 564-7300

D. Change of Address. Either party may change its address or numbers for purposes of notice by giving written notice to the other party as provided herein, referring specifically to this Contract, and setting forth such new address or numbers. The address or numbers shall become effective on the 15th day after such notice is effective.

#### **ARTICLE XIV. CITY-PROVIDED DATA**

CITY shall furnish ENGINEER non-confidential studies, reports and other available data in the possession of the CITY pertinent to ENGINEER's Services, so long as CITY is entitled to rely on such studies, reports and other data for the performance of ENGINEER's Services under this Contract (the "Provided Data"). ENGINEER shall be entitled to use and rely, so long as such reliance is reasonable, upon all such Provided Data.

#### **ARTICLE XV. MISCELLANEOUS**

A. Captions. The captions for the articles and sections in this Contract are inserted in this Contract strictly for the parties' convenience in identifying the provisions to this Contract and shall not be given any effect in construing this Contract.

B. Audit. ENGINEER shall provide access to its corporate books and records to the CITY. The CITY may audit, at its expense and during normal business hours, ENGINEER's books and records with respect to this Contract between ENGINEER and CITY.

C. Records. ENGINEER shall maintain records that are necessary to substantiate the services provided by ENGINEER.

D. Assignability. ENGINEER may not assign this Contract without the prior written approval of the CITY.

E. Successor and Assigns. This Contract binds and inures to the benefit of the CITY and ENGINEER, and in the case of CITY, its respective successors, legal representatives, and assigns, and in the case of ENGINEER, its permitted successors and assigns.

F. Construction and Venue. THIS CONTRACT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. THIS CONTRACT IS PERFORMABLE IN KAUFMAN COUNTY, TEXAS. THE PARTIES HERETO HEREBY IRREVOCABLY CONSENT TO THE EXCLUSIVE JURISDICTION AND VENUE OF THE COURTS OF COMPETENT JURISDICTION OF THE STATE OF TEXAS, COUNTY OF KAUFMAN, FOR THE PURPOSES OF ALL LEGAL PROCEEDINGS ARISING OUT OF OR RELATING TO THIS CONTRACT OR THE ACTIONS THAT ARE CONTEMPLATED HEREBY.

G. Severability. If any provision of this Contract is ever held to be invalid or ineffective by any court of competent jurisdiction with respect to any person or circumstances, the remainder of this Contract and the application of such provision to persons and/or circumstances other than those with respect to which it is held invalid or ineffective shall not be affected thereby.

H. Amendment. No amendment, modification, or alteration of the terms of this Contract shall be binding unless such amendment, modification, or alteration is in writing, dated subsequent to this Contract, and duly authorized and executed by ENGINEER and CITY.

I. Entire Agreement. This Contract, including Exhibits "A," "B", and "C" attached hereto, contains the entire Contract between the CITY and ENGINEER, and there are no other written or oral promises, conditions, warranties, or representations relating to or affecting the matters contemplated herein.

J. No Joint Enterprise. Nothing contained herein shall be construed to imply a joint venture, joint enterprise, partnership or principal – agent relationship between ENGINEER and the CITY.

K. Documents Owned by CITY. Any and all documents, drawings and specifications prepared by ENGINEER as part of the Services hereunder, shall become the property of the CITY when ENGINEER has been compensated as set forth in Article II, above. The ENGINEER shall make copies of any and all work products for its files.



L. Notice of Waiver. A waiver by either CITY or ENGINEER of a breach of this Agreement must be in writing to be effective. In the event either party shall execute and deliver such waiver, such waiver shall not affect the waiving party's rights with respect to any other or subsequent breach.

M. Third Party Activities. Nothing in this Agreement shall be construed to provide any rights or benefits whatsoever to any party other than CITY and ENGINEER.

**EXECUTED** as of the Effective Date hereof.

**CITY OF FORNEY**

\_\_\_\_\_  
Charles W. Daniels, Interim City Manager      Date

**HDR ENGINEERING, INC**

\_\_\_\_\_  
Ramon F. Miguez, Vice President/Area Manager      Date

**ATTEST**

\_\_\_\_\_  
City Secretary      Date

**ATTACHMENT A – SCOPE OF SERVICES**  
**Hwy 80 Waterline Replacement Project**  
**City of Forney Project No. CIP 219**

**PROJECT BACKGROUND AND DESCRIPTION**

The City of Forney (OWNER) is experiencing population growth and development in the north and east side of the US Highway 80 corridor. The current water lines in this area are 6-inch and 8-inch diameter and require replacement and upsizing to meet the city's current and future growth demands. This project, Highway 80 Waterline Replacement Project, will replace and upsize the water distribution line along the US Highway 80 Service Road between Trailhouse Lane and Pinson Road.

**SCOPE OF SERVICES**

The scope of services in this agreement includes detailed design, bidding, and construction services. The project will include the following items:

- Replacement of City of Forney's water distribution pipeline along US Highway 80 Westbound Service Road.
  - Replacement and upsizing of the existing 6 and 8-inch water distribution pipeline with a 12-inch pipeline, between Trailhouse Lane and Pinson Road. The length of this pipeline is approximately 4,700 feet.
  - Replacement of the service line connections and reconnection of service meters along the alignment that will connect to the proposed 12-inch water distribution pipeline.
- Topographic surveying, subsurface utility engineering, and geotechnical engineering services to support the design and construction of the project.

**Figure 1** shows the area of the proposed waterline replacement on US Highway 80 between Trailhouse Lane and Pinson Road.

**Figure 1: Location of the Proposed Relocations**



## **ASSUMPTIONS**

In developing the scope of work and associated task budgets discussed in this proposal, the ENGINEER has made the assumptions as follows:

- ENGINEER will provide front end Contract Specifications.
- ENGINEER will use North Central Texas Council of Government specifications for the PROJECT per OWNER request.
- ENGINEER will submit an agenda and meeting summary for each named meeting in this scope of service.
- Drawings for the project will be produced in a Building Information Management (BIM) environment using AutoCAD Civil3D. The ENGINEER's BIM standards will be followed.
- ENGINEER will subcontract to obtain survey, subsurface utility engineering, and geotechnical data to develop design of the US Highway 80 waterline replacement.
- ENGINEER will distribute copies of bid ready documents and addenda to plan holders using the OWNER's preferred platform.

- ENGINEER will provide construction administration support services as noted in the detailed Scope of Work.
- The OWNER will provide inspection services during construction.
- The OWNER's field inspection and office staff will conduct initial review of Contractor pay requests and sign the pay request. It will be sent to ENGINEER for review and signature, then returned to the OWNER for final approval.
- ENGINEER will manage construction document flow from the Contractor during the construction phase (submittals, requests for information, field order requests, etc.) using the ENGINEER's document management system.

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

## **ARTICLE I** **SCOPE OF WORK**

The ENGINEER agrees to furnish the OWNER the following specific services:

### **BASIC ENGINEERING SERVICES**

ENGINEER will perform the tasks described on the following pages:

#### **Task 100 – DETAILED DESIGN**

##### **Task 101 – Project Set-up and Administration** (through Design and Bidding Services)

As part of project planning and set-up, ENGINEER will develop a project management and quality plan outlining the project goals and objectives, scope of work, communications protocols, and quality review plan. Throughout project execution, ENGINEER will conduct monitoring and control activities, subconsultant management, progress tracking, conduct internal progress meetings and develop monthly invoices with project activity reports for submittal to the OWNER. Activity reports will document activities completed in the previous period and planned activities for the following month. For this task, up to 11-months is assumed for project administration during design and bidding. The activities for the construction phases will be covered under Task 300.

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

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

- Existing record drawings of utilities being relocated.
- OWNER applicable design standards.
- Existing survey, subsurface utility, and geotechnical data readily available.

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

**NOTE: A Preliminary Design Report was removed from the scope of work during scope negotiations.**

##### **Task 103 – 60% Design**

ENGINEER will develop 60% complete drawings and specifications, OPCC to AACE International Class 3 (-15% to +30% accuracy) and submit for OWNER review and comment. Prior to submitting the 60% documents, conduct an internal Quality Control review based on ENGINEER's guidelines and procedures.

ENGINEER will conduct a 60% Review Workshop at the OWNER's office. Comments will be compiled in a comments log by the OWNER, and ENGINEER will provide written responses to each comment.

##### **Task 104 – 90% Design**

ENGINEER will develop 90% complete drawings and specifications, OPCC to AACE International Class 2 (-10% to +20% accuracy) and submit for OWNER review and comment. Prior to submitting the 90%

documents, conduct an internal Quality Control review based on ENGINEER's guidelines and procedures.

ENGINEER will conduct a 90% Review Workshop at the OWNER's office. Comments will be compiled in a comments log by the OWNER, and ENGINEER will provide written responses to each comment.

### **Task 105 – Bid-ready Documents**

ENGINEER will develop draft bid-ready drawings and specifications, update the OPCC to AACE International Class 1 (-5% to +10% accuracy), and submit for OWNER review and comment. Meet with the OWNER to discuss final comments. Comments will be compiled in a comments log by the OWNER, and ENGINEER will provide written responses to each comment.

ENGINEER will address comments, submit the documents to the OWNER for approval, and meet with the OWNER to discuss comments on the updated documents.

ENGINEER will address final comments from the OWNER and submit final bid-ready documents to the OWNER.

### **Task 100 Deliverables Summary (3 copies and an electronic PDF of each deliverable):**

- Monthly invoices with activity report and updated project schedule
- Data Needs Request
- 60% drawings, specifications, and OPCC
- 90% drawings, specifications, and OPCC
- Draft bid-ready drawings, specifications, and OPCC
- Final bid-ready drawings, specifications, and OPCC

### **Task 100 Meetings Summary:**

- 60% Review Workshop
- 90% Review Workshop
- Bid-ready Review Workshop

*OPCCs conducted for this Project: any opinions of probable construction cost or cost estimates provided by ENGINEER are made based on the information available and ENGINEER's experience and qualifications and represents its judgment as an experienced and qualified professional engineer. However, since ENGINEER has no control over the cost of labor, materials, equipment, or services furnished by others, or over the contractor(s) methods of determining prices, or over competitive bidding or market conditions, ENGINEER does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost or cost estimates prepared by ENGINEER.*

## **TASK 200 – SUBCONSULTANT DESIGN SERVICES**

ENGINEER will provide survey, subsurface utility, and geotechnical services through subconsultant services to support the design of the project.

### **Task 201 – Survey Services**

ENGINEER will subcontract with a survey firm (Spooner & Associates) to perform survey services for design of the project. Services shall include boundary survey, topographic survey, and horizontal and vertical survey control.

### **Task 202 – Subsurface Utility Services**

ENGINEER will subcontract with a SUE firm (The Rios Group) to complete a Quality Level D utility research. SUE firm will then perform up to eight (8) Level A locates. SUE firm will use survey performed in Task 401 and Level D data for general location of existing subsurface utilities.

### **Task 203 – Geotechnical Services**

ENGINEER will subcontract with a Geotechnical Engineering Firm (Raba Kistner, Inc.) to further analyze and build upon existing geotechnical data. Geotechnical Firm will conduct ten (10) 15-foot borings along the proposed alignment. The Geotechnical Firm will use the boring data and develop a geotechnical report consisting of standard recommendations for water line design and construction, e.g. plasticity limits, moisture content, recommendations for trench excavation, etc. Proposed fee includes the cost of 1.5 days of traffic control.

## **TASK 300 – BID PHASE SERVICES**

Upon notification from the OWNER to proceed with the bidding phase, ENGINEER will perform the following tasks:

### **Task 301 – Pre-Bid Meeting**

ENGINEER will not attend the pre-bid meeting for plan holders at the Project site for each package. The pre-bid meeting will be led by the OWNER. ENGINEER will discuss with OWNER afterward if needed.

### **Task 302 – Bidder Inquiry Review and Response**

ENGINEER will receive bidder inquiries and respond as appropriate; develop addenda as needed (includes internal QC review of any noted changes that impact original design and construction; and submit addenda to the OWNER for review and approval prior to issuing to plan holders.

### **Task 303 – Bid Tabulation and Recommendation of Award**

ENGINEER will review and evaluate the qualifications of the apparent successful bidder and the proposed major or specialty subcontractors when warranted. The review and evaluation will include such factors as previously constructed work, financial resources, technical experience, and responses from references. ENGINEER will prepare and distribute formal bid tabulation sheets, evaluate bids, and provide written recommendation to the OWNER concerning contract award.

### **Task 304 – Conformed Document Preparation and Distribution**

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

“Conformed to Bid” Deliverable:

- Two (2) full-size and three (3) half-size prints of the unsigned “Conformed to Bid” construction contract documents to the successful bidder
- One (1) full-size and three (3) half-size prints of the unsigned “Conformed to Bid” construction contract documents to the OWNER
- Electronic versions of conformed documents in PDF format will be provided to the OWNER

**Task 300 Deliverables Summary:**

- Addenda
- Bid Tabulation and Recommendation of Award
- Conformed drawings and specifications

**Task 300 Meetings Summary:**

- None

## **TASK 400 - ENGINEERING SERVICES DURING CONSTRUCTION**

ENGINEER will provide construction administration support services as noted in the detailed Scope of Work (Task 300 does not include inspection services).

### **Task 401 – Project Administration During Construction**

Throughout the construction period, ENGINEER will conduct monitoring and control activities to track project progress and develop monthly invoices with project activity reports for submittal to the OWNER. Activity reports will document activities completed during the previous period, planned activities for the following month, key decisions made, needed decisions, and decision-related / critical path action items. For this task, up to 6 months is assumed for project administration during construction. This task also includes project closeout activities.

Engineer's observation or monitoring portions of the work performed under construction contracts shall not relieve construction contractor(s) from responsibility for performing work in accordance with applicable contract documents. Engineer shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction. Engineer shall not be responsible for the acts or omissions of construction contractor(s) or other parties on the project. The City agrees to contractually require its construction contractor(s) to indemnify Engineer for damages resulting from the negligence of the contractor and its subcontractors. The City also agrees to include a provision in the construction contract with its contractor(s) requiring them to name Engineer as an additional insured on contractor(s)' commercial general liability insurance and include a waiver of subrogation endorsement under contractor's workers' compensation and employer's liability policy for the benefit of Engineer.

### **Task 402 - Pre-Construction Conference**

At a date and time selected by the OWNER, and at a facility provided by the OWNER, ENGINEER will attend the pre-construction conference and assist the OWNER during the conference. The preconstruction conference shall include a discussion of the Contractor's tentative schedules, procedures for transmittal and review of the Contractor's submittals, processing payment applications, critical work



sequencing, change orders, record documents, and the Contractor's responsibilities for safety and first aid. The agenda and summary will be prepared by the ENGINEER.

### **Task 403 – Construction Document Management**

ENGINEER will serve as main point of contact for construction correspondence from the Contractor with the OWNER copied on the correspondence. A document management system specified by the ENGINEER and provided by the Contractor will be used for electronic document management of submittals, requests for information (RFIs), change order requests, etc. The system will maintain a log of correspondence received and track review time to facilitate timely response.

### **Task 404 – Periodic Construction Progress Meeting Attendance and Site Visits**

ENGINEER will attend and participate in two (2) periodic construction progress meetings and/or site visits with the OWNER and Contractor. Additional effort beyond two (2) meetings/site visits will be provided as an additional service.

### **Task 405 – Submittal Review**

ENGINEER will provide review of Contractor submittals and shop drawings. The project specifications will require the Contractor to submit a submittal schedule for review and approval by the ENGINEER prior to initiating the submittal process. It is assumed the Contractor will submit required submittals, shop drawings, and material samples using the online document management system. ENGINEER will provide submittal / shop drawing review comments and level of approval in electronic format with submittal / shop drawing markups attached.

Up to six (6) total reviews (initial submittals and re-submittals) are assumed. A submittal log will be kept of all initial submittals and re-submittals. If the submittal log surpasses six (6), a contract amendment authorizing additional service may be required if the amount left in the task is insufficient to cover the additional work.

### **Task 406 – Construction Document Interpretation and Clarification**

ENGINEER will provide responses to Requests for Information (RFIs) and clarifications regarding design intent or interpretation of the drawings and specifications in electronic format with applicable sketches or markups attached. Up four (4) RFIs or clarifications are assumed. An RFI log will be kept. If the RFI log surpasses four (4), a contract amendment authorizing additional services may be required if the amount left in the task is insufficient to cover the additional work.

### **Task 407 – Contract Modification / Change Order Review**

ENGINEER will assist in the review and preparation of contract modifications and change orders. Up to a total of one (1) contract modifications or field orders. It is assumed The OWNER will lead change order negotiations and execution with the Contractor, and ENGINEER will provide review and comment (as requested by the OWNER) as well as supporting documentation for specification and/or drawing changes that form the basis for the change.

### **Task 408 – Record Drawings**

Upon completion of the project, ENGINEER will revise the construction contract drawings to reflect the red-lined As-Built Drawings provided by the Contractor. The final deliverable will include one (1) full-size print, one (1) half-size print, and one (1) electronic file (in PDF and AutoCAD Civil3D formats).

### **Task 4 Deliverables Summary:**

- Periodic progress meeting summaries (3)

- Submittal review comments with level of approval
- RFI/clarification responses
- Change proposal review
- Record Drawings

***Task 4 Meetings Summary:***

- Pre-construction Conference
- Periodic construction progress meetings / site visits (3)

## **SPECIAL SERVICES**

Special Services are those services known to be required for completion of the project that the OWNER agrees are to be furnished by the ENGINEER or by a subconsultant that cannot be defined sufficiently at this time to establish the maximum compensation. The services are not included in the scope of work of Basic Services or the amount of compensation for Basic Services. The Special Services for this assignment are described as follows:

### **TASK 500 – SPECIAL SERVICES**

ENGINEER will provide easement services through subconsultant services on an as-needed basis, and additional design pertaining to traffic control as-needed.

#### **Task 501 – Easement Services**

As authorized by the OWNER, ENGINEER will subcontract with a survey firm (Spooner & Associates) to perform easement services for construction of the project. Services shall include up to twenty-three (23) temporary construction easements and exhibits.

#### **Task 502 – Traffic Control Plan Design**

As authorized by the OWNER, ENGINEER will develop a traffic control plan for construction of the proposed waterline replacement. Traffic control plan will be included in the design deliverables.

## **FEE SUMMARY**

Compensation by the OWNER to the ENGINEER for all Basic Services enumerated in the Scope of Services will be on a Lump Sum basis as generally described in Exhibit A. A budget allowance has been made for this item and will not be exceeded:

### **BASIC SERVICES**

TASK 100 – DETAILED DESIGN	\$ 147,405
TASK 200 – SUBCONSULTANT DESIGN SERVICES	\$ 75,559
TASK 300 – BIDDING SERVICES	\$ 7,754
TASK 400 – ENGINEERING SERVICES DURING CONSTRUCTION	\$ 28,903
<b><u>Total Basic Services Amount:</u></b>	<b>\$ <u>259,621</u></b>

Compensation by the OWNER to the ENGINEER for all Special Services which may be required by the OWNER, shall will be enumerated on a Time and Materials basis as generally described in Exhibit A. A budget allowance has been made for this item and will not be exceeded without prior written authorization from the OWNER. No work will be undertaken on this item without specific written authorization from the OWNER.

### **SPECIAL SERVICES**

TASK 500 – SPECIAL SERVICES	\$ 27,939
<b><u>Total budget allocation for Special Services:</u></b>	<b>\$ <u>27,939</u></b>

### **TOTAL COMPENSATION SUMMARY:**

BASIC SERVICES:	\$ 259,621
SPECIAL SERVICES:	\$ 27,939
<b>ESA COMPENSATION TOTAL</b>	<b>\$ <u>287,560</u></b>

### **SCHEDULE**

The scope of services described herein will be completed within 24 months of the receipt of a Notice to Proceed from the OWNER.

# Exhibit B

## Basis of Compensation

### City of Forney

### Hwy 80 Waterline Replacement

Task Description	HDR										Survey	SUE	Geotechnical	OVERALL FEE TOTAL
	Labor								Expenses	HDR TOTAL				
	Project Principal	Project Manager	Project Engineer	QC	CAD Technician	Admin	Total Hours	Labor Cost						
	<i>Snead</i>	<i>Bailey</i>	<i>Lovejoy</i>	<i>Biglen</i>	<i>Branin</i>	<i>Rayshell</i>								
<b>Task 100 Detailed Design</b>	<b>11</b>	<b>267</b>	<b>218</b>	<b>20</b>	<b>288</b>	<b>34</b>	<b>838</b>	<b>\$ 140,869</b>	<b>\$ 6,536</b>	<b>\$ 147,405</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 147,405</b>
101 Project Set-up & Admin	2	120	24	2		24	172	\$ 28,886	\$ 1,380	\$ 30,266	\$ -	\$ -	\$ -	\$ 30,266
102 Info/Data Collection and Review		8	12				20	\$ 2,969	\$ 119	\$ 3,088	\$ -	\$ -	\$ -	\$ 3,088
103 60% Design							-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
60% Drawings		20	40	2	100	1	163	\$ 26,982	\$ 1,079	\$ 28,061	\$ -	\$ -	\$ -	\$ 28,061
60% Specifications		15	20	2		3	40	\$ 6,433	\$ 257	\$ 6,690	\$ -	\$ -	\$ -	\$ 6,690
60% OPCC		4	6	1			11	\$ 1,846	\$ 74	\$ 1,920	\$ -	\$ -	\$ -	\$ 1,920
60% Review Client Workshop	3	6	6				15	\$ 2,803	\$ 337	\$ 3,140	\$ -	\$ -	\$ -	\$ 3,140
104 90% Design							-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
90% Drawings		30	30	3	100	1	164	\$ 27,713	\$ 1,109	\$ 28,822	\$ -	\$ -	\$ -	\$ 28,822
90% Specifications		8	8	4		1	21	\$ 4,039	\$ 162	\$ 4,201	\$ -	\$ -	\$ -	\$ 4,201
90% OPCC		4	8	1			13	\$ 2,113	\$ 85	\$ 2,198	\$ -	\$ -	\$ -	\$ 2,198
90% Review Client Workshop	3	6	6				15	\$ 2,803	\$ 337	\$ 3,140	\$ -	\$ -	\$ -	\$ 3,140
105 Bid-Ready Documents							-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Bid-Ready Drawings		30	30	3	68	1	132	\$ 22,164	\$ 887	\$ 23,051	\$ -	\$ -	\$ -	\$ 23,051
Bid-Ready Specifications		4	8	1		1	14	\$ 2,272	\$ 91	\$ 2,363	\$ -	\$ -	\$ -	\$ 2,363
Bid-Ready OPCC		2	6	1			9	\$ 1,504	\$ 60	\$ 1,564	\$ -	\$ -	\$ -	\$ 1,564
Bid-Ready Review Client Workshop	3	6	6				15	\$ 2,803	\$ 337	\$ 3,140	\$ -	\$ -	\$ -	\$ 3,140
Final Bid-Ready Package		4	8		20	2	34	\$ 5,539	\$ 222	\$ 5,761	\$ -	\$ -	\$ -	\$ 5,761
<b>Task 200 Subconsultant Design Services</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 29,425</b>	<b>\$ 25,179</b>	<b>\$ 20,955</b>	<b>\$ 75,559</b>
201 Survey Sevices							-	\$ -	\$ -	\$ -	\$ 29,425	\$ -	\$ -	\$ 29,425
202 Subsurface Utility Services							-	\$ -	\$ -	\$ -	\$ -	\$ 25,179	\$ -	\$ 25,179
203 Geotechnical Services							-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,955	\$ 20,955
<b>Task 300 Bidding Phase Services</b>	<b>2</b>	<b>12</b>	<b>16</b>	<b>1</b>	<b>8</b>	<b>5</b>	<b>44</b>	<b>\$ 7,384</b>	<b>\$ 370</b>	<b>\$ 7,754</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 7,754</b>
301 Pre-Bid Meeting	1	2					3	\$ 667	\$ 27	\$ 694	\$ -	\$ -	\$ -	\$ 694
302 Bidder Inquiry Review and Response		4	8	1		2	15	\$ 2,432	\$ 97	\$ 2,529	\$ -	\$ -	\$ -	\$ 2,529
303 Bid Tabulation & Recommendation of Award	1	4	4			2	11	\$ 1,862	\$ 149	\$ 2,011	\$ -	\$ -	\$ -	\$ 2,011
304 Conformed Construction Documents		2	4		8	1	15	\$ 2,423	\$ 97	\$ 2,520	\$ -	\$ -	\$ -	\$ 2,520
<b>Task 400 Construction Phase Services</b>	<b>3</b>	<b>67</b>	<b>63</b>	<b>-</b>	<b>14</b>	<b>23</b>	<b>170</b>	<b>\$ 26,927</b>	<b>\$ 1,976</b>	<b>\$ 28,903</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 28,903</b>
401 Project Admin During Construction	2	16	8			6	32	\$ 5,408	\$ 291	\$ 5,699	\$ -	\$ -	\$ -	\$ 5,699
402 Pre-Construction Conference		6	8				14	\$ 2,093	\$ 234	\$ 2,327	\$ -	\$ -	\$ -	\$ 2,327
403 Construction Document Management		2	4			10	16	\$ 2,472	\$ 99	\$ 2,571	\$ -	\$ -	\$ -	\$ 2,571
404 Construction Meetings / Site Visits (2)		8	10				18	\$ 2,701	\$ 708	\$ 3,409	\$ -	\$ -	\$ -	\$ 3,409
405 Submittal Review (6)		12	18			3	33	\$ 4,932	\$ 197	\$ 5,129	\$ -	\$ -	\$ -	\$ 5,129
406 Response to RFIs (4)		16	9			2	27	\$ 4,252	\$ 170	\$ 4,422	\$ -	\$ -	\$ -	\$ 4,422
407 Change Order Assistance (1)	1	5			2	1	9	\$ 1,685	\$ 67	\$ 1,752	\$ -	\$ -	\$ -	\$ 1,752
408 Record Drawings		2	6		12	1	21	\$ 3,384	\$ 210	\$ 3,594	\$ -	\$ -	\$ -	\$ 3,594
<b>Task 500 Special Services</b>	<b>-</b>	<b>30</b>	<b>-</b>	<b>-</b>	<b>30</b>	<b>-</b>	<b>60</b>	<b>\$ 10,322</b>	<b>\$ 413</b>	<b>\$ 10,735</b>	<b>\$ 17,204</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 27,939</b>
501 Easement Services							-	\$ -	\$ -	\$ -	\$ 17,204	\$ -	\$ -	\$ 17,204
502 Traffic Control Plan Design		30			30		60	\$ 10,322	\$ 413	\$ 10,735	\$ -	\$ -	\$ -	\$ 10,735
<b>TOTAL</b>	<b>16</b>	<b>376</b>	<b>297</b>	<b>21</b>	<b>340</b>	<b>62</b>	<b>1,112</b>	<b>\$ 185,502</b>	<b>\$ 9,295</b>	<b>\$ 194,797</b>	<b>\$ 46,629</b>	<b>\$ 25,179</b>	<b>\$ 20,955</b>	<b>\$ 287,560</b>

