

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF COPPELL, TEXAS, AND BGE, INC.
FOR THE VILLAGE PARKWAY PUMP STATION IMPROVEMENTS AND REDUNDANCY
PROJECT DESIGN**

This Agreement for Professional Services, hereinafter called "Agreement," is entered into by the **City of Coppel, Texas**, a municipal corporation, duly authorized to act by the City Council of said City, hereinafter called "City," and **BGE, Inc.**, a Texas corporation, acting through a duly authorized officer, hereinafter called "Consultant," relative to Consultant providing professional services to City. City and Consultant when mentioned collectively shall be referred to as the "Parties."

W I T N E S S E T H:

WHEREAS, City desires to obtain professional engineering services in connection with the **VILLAGE PARKWAY PUMP STATION IMPROVEMENTS AND REDUNDANCY PROJECT**, hereinafter called "Project";

For the mutual promises and benefits herein described, City and Consultant agree as follows:

1. **Term of Agreement.** This Agreement shall become effective on the date of its execution by both Parties, and shall continue in effect thereafter until terminated as provided herein.

2. **Services to be Performed by Consultant.** The Parties agree that Consultant shall perform such services as are set forth and described in **Exhibit A - Scope of Services** and incorporated herein as if written word for word. All services provided by Consultant hereunder shall be performed in accordance with the degree of care and skill ordinarily exercised under the same or similar circumstances by competent members of their profession in the locality. In case of conflict in the language of Exhibit A and this Agreement, this Agreement shall govern and control. Deviations from the Scope of Services or other provisions of this Agreement may only be made by written agreement signed by all Parties to this Agreement.

3. **Prompt Performance by Consultant.** Consultant shall perform all duties and services and make all decisions called for hereunder promptly and without unreasonable delay as is necessary to cause Consultant's services hereunder to be timely and properly performed. Notwithstanding the foregoing, Consultant agrees to use diligent efforts to perform the services described herein and further defined in any specific task orders, in a manner consistent with these task orders; however, the City understands and agrees that Consultant is retained to perform a professional service and such services must be bound, first and foremost, by the principles of sound professional judgment and reasonable diligence.

4. **Compensation of Consultant.** City agrees to pay to Consultant for satisfactory completion of all services included in this Agreement a total fee of Two hundred and forty-seven thousand, six hundred dollars (\$244,300) for the Project as set forth and described in **Exhibit B - Compensation/Pricing Schedule** and incorporated herein as if written word for word. Lump sum fees shall be billed monthly based on the percentage of completion. Hourly not to exceed fees shall be billed monthly based on hours of work that have been completed. Direct Costs for expenses such as mileage, copies, scans, sub-consultants, and similar costs are included in fees and shall be billed as completed.

Consultant agrees to submit statements to City for professional services no more than once per month. These statements will be based upon Consultant's actual services performed and reimbursable expenses incurred, if any, and City shall endeavor to make prompt payments. Each statement submitted by Consultant to City shall be reasonably itemized to show the amount of work performed during that period. If City fails to pay Consultant within sixty (60) calendar days of the receipt of Consultant's invoice, Consultant may, after giving ten (10) days written notice to City, suspend professional services until paid.

Nothing contained in this Agreement shall require City to pay for any work that is unsatisfactory as reasonably determined by City or which is not submitted in compliance with the terms of this Agreement.

The Scope of Services shall be strictly limited. City shall not be required to pay any amount in excess of the original proposed amount unless City shall have approved in writing in advance (prior to the performance of additional work) the payment of additional amounts.

5. **City's Obligations.** City agrees that it will (i) designate a specific person as City's representative, (ii) provide Consultant with any previous studies, reports, data, budget constraints, special City requirements, or other pertinent information known to City, when necessitated by a project, (iii) when needed, assist Consultant in obtaining access to properties necessary for performance of Consultant's work for City, (iv) make prompt payments in response to Consultant's statements, and (v) respond in a timely fashion to requests from Consultant. Consultant is entitled to rely upon and use, without independent verification and without liability, all information and services provided by City or City's representatives.

6. **Ownership and Reuse of Documents.** Upon completion of Consultant's services and receipt of payment in full therefore, Consultant agrees to provide City with copies of all materials and documents prepared or assembled by Consultant under this Agreement and City may use them without Consultant's permission for any purpose relating to the Project. Any reuse of the documents not relating to the Project shall be at City's risk. Consultant may retain in its files copies of all reports, drawings, specifications and all other pertinent information for the work it performs for City.

7. **City Objection to Personnel.** If at any time after entering into this Agreement, City has any reasonable objection to any of Consultant's personnel, or any personnel, professionals and/or consultants retained by Consultant, Consultant shall promptly propose substitutes to whom City has no reasonable objection, and Consultant's compensation shall be equitably adjusted to reflect any difference in Consultant's costs occasioned by such substitution.

8. **Insurance.** Consultant shall, at its own expense, purchase, maintain and keep in force throughout the duration of this Agreement applicable insurance policies. Consultant shall submit to City proof of such insurance prior to commencing any work for City.

9. **Indemnification.** CONSULTANT DOES HEREBY COVENANT AND AGREE TO RELEASE, INDEMNIFY AND HOLD HARMLESS CITY AND ITS OFFICIALS, OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES AND INVITEES FROM AND AGAINST LIABILITY, CLAIMS, SUITS, DEMANDS AND/OR CAUSES OF ACTION, (INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEY'S FEES AND COSTS OF LITIGATION), WHICH MAY ARISE BY REASON OF DEATH OR INJURY TO PROPERTY OR PERSONS BUT ONLY TO THE EXTENT OCCASIONED BY THE NEGLIGENT ACT, ERROR OR OMISSION OF CONSULTANT, ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES,

INVITEES OR OTHER PERSONS FOR WHOM CONSULTANT IS LEGALLY LIABLE WITH REGARD TO THE PERFORMANCE OF THIS AGREEMENT.

IN THE EVENT THAT CITY AND CONSULTANT ARE CONCURRENTLY NEGLIGENT, THE PARTIES AGREE THAT ALL LIABILITY SHALL BE CALCULATED ON A COMPARATIVE BASIS OF FAULT AND RESPONSIBILITY AND THAT NEITHER PARTY SHALL BE REQUIRED TO DEFEND OR INDEMNIFY THE OTHER PARTY FOR THAT PARTY'S NEGLIGENT OR INTENTIONAL ACTS, ERRORS OR OMISSIONS.

10. **Notices.** Any notices to be given hereunder by either Party to the other may be affected either by personal delivery, in writing, or by registered or certified mail to the following addresses:

BGE, Inc.	City of Coppel
William D. Dillon, PE	Kent Dallass, P.E.
Executive Vice President	265 Parkway Blvd
2595 Dallas Parkway, Suite 101	Coppell, TX 75019
Frisco, TX 75034	

11. **Termination.** The obligation to provide further services under this Agreement may be terminated by either Party in writing upon thirty (30) calendar days' notice. In the event of termination by City, Consultant shall be entitled to payment for services rendered through receipt of the termination notice.

12. **Sole Parties and Entire Agreement.** This Agreement shall not create any rights or benefits to anyone except City and Consultant, and contains the entire agreement between the Parties. Oral modifications to this Agreement shall have no force or effect.

13. **Assignment and Delegation.** Neither City nor Consultant may assign their rights or delegate their duties without the written consent of the other Party. This Agreement is binding on City and Consultant to the extent permitted by law. Nothing herein is to be construed as creating any personal liability on the part of any City officer, employee or agent.

14. **Texas Law to Apply; Successors; Construction.** This Agreement shall be construed under and in accordance with the laws of the State of Texas. It shall be binding upon, and inure to the benefit of, the Parties hereto and their representatives, successors and assigns. Should any provisions in this Agreement later be held invalid, illegal or unenforceable, they shall be deemed void, and this Agreement shall be construed as if such provision had never been contained herein.

15. **Conflict of Interest.** Consultant agrees that it is aware of the prohibited interest requirements of the City Charter and the City's Code of Ordinances and will abide by the same. Consultant agrees that it is further aware of the vendor disclosure requirements set forth in Chapter 176, Local Government Code, as amended, and will abide by the same. In this connection, a lawful representative of Consultant shall execute the Conflict of Interest Questionnaire, Form CIQ.

16. **Venue.** The Parties herein agree that this Agreement shall be enforceable in Coppell, Texas, and if legal action is necessary to enforce it, exclusive venue shall lie in Dallas County, Texas.

17. **Mediation.** In the event of any disagreement or conflict concerning the interpretation of this Agreement, and such disagreement cannot be resolved by the signatories hereto, the signatories agree to submit such disagreement to non-binding mediation.

18. **Prevailing Party.** In the event a Party initiates or defends any legal action or proceeding to enforce or interpret any of the terms of this Agreement, the prevailing party in any such action or proceeding shall be entitled to recover its reasonable costs and attorney's fees (including its reasonable costs and attorney's fees on any appeal).

19. **Signatories.** City warrants and represents that the individual executing this Agreement on behalf of City has full authority to execute this Agreement and bind City to the same. Consultant warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind Consultant to same.

IN WITNESS WHEREOF, the Parties, having read and understood this Agreement, have executed such in duplicate copies, each of which shall have full dignity and force as an original, on the 3rd day of September, 20 20.

BGE, Inc.

CITY OF COPPELL, TEXAS

By:

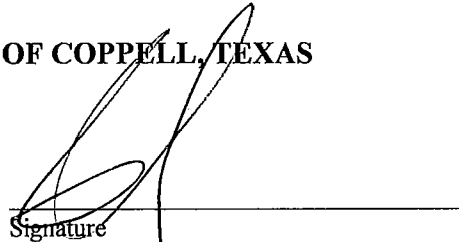

Signature

Carl Krogness
Printed Name

Vice President
Title

August 26, 2020
Date

By:


Signature

Mike Leno
Printed Name

City manager
Title

9/3/20
Date

ATTACHMENT A – BGE Inc. Scope of Work**Project 1-Village Parkway Pump Station (VPPS) Redundancy**

The purpose of this **Project 1** is as follows:

The survey, preliminary and detailed design, bidding phase support and construction phase services for the following:

- VPPS emergency bypass pumping system
 - suction and discharge connections
 - discharge pipeline to 30" water main in Kimbel Kt.
 - pump staging area w/concrete pavement
 - Electrical controls
 - provisions for metering such as manhole for clamp-on style meter, or similar.
- Isolation valve on the existing 36" main discharge header;
- Replace/repair of three (3) existing 24-36" yard piping valves.

Special services efforts will include Subsurface Utility Engineering (SUE) and Geotechnical investigation.

**ARTICLE I
SCOPE OF SERVICES**

The ENGINEER agrees to furnish the OWNER the following specific services on a lump sum basis:

BASIC ENGINEERING SERVICES**A. Task 1 – Project Management**

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

- A.1. Prepare monthly summary reports and invoices.
- A.2. Develop Project Management Plan (PMP) that include a project specific QA/QC Plan.
- A.3. Develop and update, on a monthly basis, a design schedule that encompasses preliminary design phase through construction. Schedule will be developed using Microsoft Project.
- A.4. Meetings- Conduct bi-monthly progress meetings via video conferencing with the Owner (Assume a total of 8 meetings)

Deliverables

- Project Management Plan – One-time submittal.
- Design Schedule – Initial schedule submitted with PMP. Monthly schedule updates submitted with summary reports.

B. Task 2 – Development of Preliminary (30%) Design Report

The Preliminary Design Report (PDR) will be reviewed and developed for TCEQ and client review and include the following tasks:

- B.1. Perform site visit for Preliminary Design, and assess conflicts.
- B.2. Perform analyses and calculations to determine suction and discharge pipe sizing, and pump sizing.

- B.3. Develop project layout including suction and discharge piping, pump layout and valve installation. This is also to include bored pipe crossings within VP site.
- B.4. Update Opinion of probable construction cost (OPCC).
- B.5. Perform internal QC review and address QC comments.
- B.6. Address comments provided by Owner.

Deliverables

- 30% Plan Layout Plots

C. Task 3 – 60% Design Phase

C.1. Perform site visits as needed for 60% design, up to 2 site visits included.

C.2. Construction Drawings

C.2.1. Finalize analyses and calculations to support the design as follows:

- C.2.1.1. Pump sizing
- C.2.1.2. Suction and discharge pipe sizing, Joint Restraint (for one pipe material)
- C.2.1.3. Trenchless Engineering and Calculations (include casing and/or liner thickness)
- C.2.1.4. Combination Air Vacuum and Air Release Valves, Blow-off Valves
- C.2.1.5. Meter type and size selection
- C.2.1.6. Structural design calculations: pump laydown area, VPPS pump room valve vault for main discharge header valve.

C.2.2. Develop 60% Plan Set

- C.2.2.1. General Sheets (Cover, Project Layout, General Notes, etc.)
- C.2.2.2. Construction Sequencing Narrative
- C.2.2.3. Survey Control Sheet
- C.2.2.4. Schedules (Piping, Valves, Coatings)
- C.2.2.5. One-line Diagram
- C.2.2.6. Site Layouts & Sections (Overall, Pumps, Valves Replacement Sheets)
- C.2.2.7. Plan and Profile sheets
- C.2.2.8. Paving and drainage sheet
- C.2.2.9. Connection Details & sections
- C.2.2.10. Project Details Sheets
- C.2.2.11. Structural Details
- C.2.2.12. Details (Mechanical, Miscellaneous, Standard details, etc)

C.3. Develop Project Manual

- C.3.1. Development of Table of Contents
- C.3.2. Incorporate General Conditions, General Requirements and Special Conditions
- C.3.3. Draft project specific technical specifications.
- C.4. 60% OPCC (20% contingency)
- C.5. Perform internal QC review and address QC comments.
- C.6. 60% Design Workshop
 - C.6.1. Conduct 60% Design workshop to review the 60% Design Submittal
 - C.6.2. Prepare and distribute meeting notes
 - C.6.3. Address comments provided by the Owner

Deliverables

- 60% Design Deliverables (plans and specifications) (three half-size copies and one PDF)
- 60% OPCC
- 60% Design Review Workshop and meeting notes

D. Task 4 – 90% Design Phase

- D.1. Perform site visits as needed for 90% design, up to 1 site visits included.
- D.2. Construction Drawings – Develop 90% Plan Set
- D.3. Draft Project Manual – including all front end and contract specifications
- D.4. 90% OPCC (10% Contingency)
- D.5. Perform internal QC review and address QC comments
- D.6. 90% Design Workshop
 - D.6.1. Conduct 90% Design workshop to review the 90% Design Submittal
 - D.6.2. Address comments provided by Owner

Deliverables

- 90% Design Deliverables (plans and specifications) (three half-size copies (1 unbound) and one PDF)
- 90% OPCC
- 90% Design Review Workshop and meeting notes

E. Task 5 – 100% Design Phase

- E.1. Construction Drawings – Develop 100% Plan Set
- E.2. Final Project Manual
- E.3. Final Opinion of Probable Construction Cost

- E.4. Submittal to TCEQ for approval
- E.5. Perform internal QC review and address QC comments

Deliverables

- Final design deliverables (plans and specifications) (three half-size copies and one PDF)
- 100% OPCC

F. Task 6 – Bidding Phase Services

- F.1. Prepare and submit Advertisement for Bids to OWNER for OWNER publication. The OWNER will pay advertising costs outside of this contract.
- F.2. Support the contract documents by preparing and issuing addenda (assume 2 Addenda).
- F.3. Participate in pre-bid meeting.
- F.4. Attend the bid opening.
- F.5. Prepare bid tabulation.
- F.6. Evaluate bids and recommend award.
- F.7. Prepare conformed contract documents (i.e. integrate addenda items).
- F.8. Prepare construction contracts.

Deliverables:

- Conformed contract documents (Four half-size copies and one PDF)

G. Task 7 - Construction Administration

During the construction administration phase of the project, Engineer will:

- G.1. Attend Pre-Construction Conference and Issue a Notice to Proceed letter to the Contractor.
- G.2. Attend up to 7 bi-monthly progress/coordination meetings, through the anticipated duration of construction.
- G.3. Perform up to 6 site visits to determine the overall progress of construction and conformance with plans and specifications
- G.4. Review all shop drawings for the Project and respond to contractor with acceptance or rejection as appropriate. When requested, review laboratory testing reports, field change requests and change orders and provide comments to the Owner. Provide written responses to requests for information or clarification to Owner and / or contractor. Provide and maintain an accurate Submittal Log to track submittals, Requests for Information (RFI) and change orders and field orders.
- G.5. Upon substantial completion of construction will participate in a final walk-through with the Owner and the contractor and prepare a punch list on behalf of the Owner.
- G.6. Prepare record drawings utilizing Owner and contractor field redline information.

ADDITIONAL SERVICES

Any additional services that may be required by the OWNER for completion of the project that are not included in the Basic or Special Services. Compensation by the OWNER to the ENGINEER for all Additional Services, which may be required by the OWNER will be paid on an hourly basis per the attached rate schedule. No work will be undertaken on this item without specific written authorization from the OWNER.

Project 2 – Supply Main Redundancy (DWU & IWU Pipeline Interconnects)

The purpose of **Project 2** is as follows:

Coordination and support for the City of Coppell (Coppell) for the development of a Preliminary Design Report including coordination with Dallas Water Utilities (DWU) and City of Irving (Irving) for feasibility, location and design standards for the following:

- Water supply pipeline interconnections at 2 locations for supply redundancy:
 - Irving/Coppell – Connection between the City of Irving 60-inch supply main and the DWU/Coppell 42-inch supply main at Sandy Lake Dr. and Starleaf Rd., including 42-inch piping, and a Pressure Reducing Valve (PRV) station.
 - DWU/Coppell – Connection to the DWU 30-inch main in Sandy Lake Rd. and 440LF of new 30-inch pipeline in Kimbel Kourt to the ex. 36-inch supply main at the VPPS connecting immediately before the DWU rate of flow control vault.
 - IWU Meter station, if needed
 - I&C for valving and/or meter station, if needed
 - Other considerations and approaches as needed and directed by Coppell

**ARTICLE I
SCOPE OF SERVICES**

The ENGINEER agrees to furnish the OWNER the following specific services on a time and materials basis:

BASIC ENGINEERING SERVICES**A. Task 1 – Project Management**

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

- A.1. Prepare monthly summary reports and invoices.

B. Task 2 – Development of Preliminary (30%) Design Report

The Preliminary Design Report (PDR) will be developed and will include the following tasks:

- B.1. Assistance and support of Coppell in coordinating with DWU and Irving
- B.2. Data Collection
- B.3. Perform site visits as needed.
- B.4. Perform analyses and calculations as needed to evaluate feasibility of interconnections considered.
- B.5. Develop pipeline alignment and vault layouts for each interconnection evaluated.
- B.6. Opinion of probable construction cost (OPCC).
- B.7. Technical memo establishing interconnect locations, system pressures, required valving and flow and volume to be provided.
- B.8. Address comments provided by Owner.

Deliverables

- Technical Memo with 30% Plan Layout Plots, Preliminary Specification List, and OPCC (three copies and one PDF)

Project 3 – Distribution System Interconnects (to City of Lewisville)

The purpose of **Project 3** is as follows:

Coordination and support for the City of Coppell (Coppell) for the development of a Preliminary Design Report for finalizing water distribution system interconnections for the following:

- Water supply pipeline interconnections at 3 locations between the City of Lewisville (CoL) and Coppell for water distribution redundancy:
 - Coordination with CoL on final locations, flow and volume to be provided.
 - Interconnect 1 (Denton Tap Dr. at Highlands Dr.) – Connection between a CoL 12-inch main and a Coppell 12-inch main, including bored street crossing and Flow Control Valve (FCV) vault.
 - Interconnect 2 (MacArthur Dr. at Lake Vista Dr.) – Connection between a CoL 12-inch main and a Coppell 12-inch main, including bored street crossing and Flow Control Valve (FCV) vault.
 - Interconnect 3 (Vista Ridge Dr. at Ridgewood Dr.) – Connection between a CoL 12-inch main and a Coppell 12-inch main, including 780 LF of 12-inch water line, in a new easement, and Flow Control Valve (FCV) vault.

**ARTICLE I
SCOPE OF SERVICES**

The ENGINEER agrees to furnish the OWNER the following specific services on a time and materials basis:

BASIC ENGINEERING SERVICES**A. Task 1 – Project Management**

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

- A.1. Prepare monthly summary reports and invoices.

B. Task 2 – Development of Preliminary (30%) Design Report

The Preliminary Design Report (PDR) will be developed and will include the following tasks:

- B.1. Data Collection
- B.2. Perform site visits as needed for Preliminary Design, up to 2 site visits included.
- B.3. Perform analyses and calculations to determine pipe and FCV sizing for both locations.
- B.4. Develop pipeline alignment and layout for each location including size and orientation of FCV station.
- B.5. Opinion of probable construction cost (OPCC). Address comments provided by Owner
- B.6. Technical memo establishing final locations, flow and volume to be provided.

Deliverables

- , Technical Memo, 30% Plan Layout Plots, Preliminary Specification List, and OPCC (three copies and one PDF)

Project 4 – Distribution System Interconnects (to City of Grapevine & Irving)

The purpose of **Project 4** is as follows:

Coordination, support and development of a Preliminary Design Report for the following:

- Water supply pipeline interconnections at 2 locations between the City of Grapevine (CoG) and City of Irving (Irving) and the City of Coppell (Coppell) for water distribution redundancy:
 - Coordination with each City on available, pressure and flow feasible
 - Determine proposed interconnect locations, flow and volume available.
 - Prepare technical memo determining
 - Interconnect location
 - Water volume and pressure available
 - Potential site locations and proposed layouts

**ARTICLE I
SCOPE OF SERVICES**

The ENGINEER agrees to furnish the OWNER the following specific services on a time and materials basis:

BASIC ENGINEERING SERVICES**C. Task 1 – Project Management**

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

- C.1. Prepare monthly summary reports and invoices.

D. Task 2 – Development of Preliminary (30%) Design Report

The Preliminary Design Report (PDR) will be developed and will include the following tasks:

- D.1. Data Collection
- D.2. Perform site visits as needed for Preliminary Design, up to 2 site visits included.
- D.3. Perform analyses and calculations to determine pipe and FCV sizing for both locations.
- D.4. Develop pipeline alignment and layout for each location including size and orientation of FCV station.
- D.5. Opinion of probable construction cost (OPCC).
- D.6. Technical memo establishing final locations, flow and volume to be provided.
- D.7. Address comments provided by Owner.

Deliverables

- Technical Memo with 30% Plan Layout Plots, Preliminary Specification List, and OPCC (three copies and one PDF)

Attachment B Fee Summary

Project 1 - VPPS Redundancy

Basic Services (Lump Sum)			
Task 1	Project Management	\$	8,500
Task 2	Preliminary Engineering Report (PER) (30%)	\$	25,000
Task 3	Preliminary Design (60%)	\$	39,100
Task 4	Final Design (90% and Final)	\$	29,200
Task 5	Final Design (90% and Final)	\$	15,600
Task 6	Bid Phase services	\$	9,700
Task 7	Construction Phase Services	\$	24,900
Project 1 Sub-Total		\$	152,000
Task 8	Geotechnical Investigation	\$	3,000
Task 9	Level A SUE	\$	12,000
Project 1 Total		\$	167,000

Project 2 - Supply Main Redundancy

Basic Services (T&M)			
Task 1	Project Management	\$	2,000
Task 2	Engineering Report & Coordination	\$	28,000
Project 2 Total		\$	30,000

Project 3 - Distribution System Interconnects (to City of Lewisville)

Basic Services (T&M)			
Task 1	Project Management	\$	2,000
Task 2	Engineering Report & Coordination	\$	18,000
Project 3 Total		\$	20,000

Project 4 - Distribution System Interconnects (to City of Grapevine & Irving)

Basic Services (T&M)			
Task 1	Project Management	\$	2,000
Task 2	Engineering Report & Coordination	\$	18,000
Project 4 Total		\$	20,000
Total		\$	244,300