

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF COPPELL, TEXAS, AND KIMLEY-HORN AND ASSOCIATES,
INC., FOR THE CHEMICAL ANALYZER 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 Kimley-Horn and Associates, Inc., a North Carolina 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 **CHEMICAL ANALYZER 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 sixty nine thousand eight hundred and 00/100 dollars (\$69,800.00) 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:

Kimley-Horn and Associates, Inc.	City of Coppel
Kyle Sanderson	Michael Garza
13455 Noel Road	Director of Public Works
Two Galleria Office Tower, Suite 700	265 Parkway Blvd
Dallas, TX 75240	Coppell, TX 75019

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 _____ day of _____, 20____.

KIMLEY-HORN AND ASSOCIATES, INC.

CITY OF COPPELL, TEXAS

By: Bradley J Hill
Signature

Bradley J. Hill
Printed Name
Regional
Contract Lead
Title

July 16, 2025
Date

By: _____
Signature

Printed Name

Title

Date

INSERT:
EXHIBIT A- SCOPE OF SERVICES
EXHIBIT B- COMPENSATION SCHEDULE/PRICING

EXHIBIT A**SCOPE OF SERVICES****PROJECT NAME: Water System Chlorine Analyzers****PROJECT UNDERSTANDING**

The City of Coppel (City) would like to make improvements to their water transmission system by adding water quality analyzers at select locations. Analyzers will measure free ammonia and monochloramines and is anticipated to be a Hach Model 5500sc or similar. The project consists of the design of three (3) analyzer stations at the Village Parkway Pump Station (VPPS), Wagon Wheel Elevated Storage Tank and Southwestern Elevated Storage Tank. It is assumed that the analyzer at VPPS will be located in a prefabricated concrete building, just upstream of the Dallas Water Utilities (DWU) flow control valve. The analyzers at the elevated storage tanks will be located in the tank pedestal.

SCOPE OF PROFESSIONAL SERVICES**TASK 1: GENERAL ITEMS AND MEETINGS**

- A. Record Research - Work with City staff to obtain all available record drawings, studies, GIS files, maintenance records, etc. associated with the water system infrastructure.
- B. Kick-off Meeting - Conduct kick-off meeting with the City to confirm the goals, schedule, and deliverables for the project.
- C. Miscellaneous Meetings – Conduct up to one (1) virtual meeting with City to discuss miscellaneous design items.
- D. Project Site Visit – Conduct (1) site visit to each of the anticipated analyzer locations. All site visits will be conducted on the same day.
- E. Design Review Meetings - Conduct (1) design review meeting with City.
- F. Project Management – Prepare project schedule, conduct internal project meetings, prepare monthly invoices, and prepare project deliverables.

TASK 2: PRELIMINARY (90%) DESIGN

This task consists of preliminary design of the three chlorine analyzer sampling stations. It is assumed that the Hach Model 5500sc or similar analyzer will be used. No evaluation of analyzer technology is included in this task.

- A. Site Evaluations: Evaluate each chlorine analyzer site location to determine location for analyzer and associated panel. Determine locations where analyzers can discharge.
- B. Electrical and Instrumentation Evaluation: Determine power requirements for analyzer. Evaluate options to incorporate analyzer data to City SCADA system. It is assumed that each site has an existing PLC/RTU with available I/O to accept signals from the proposed analyzer and that each site has spare circuits available to power the analyzer.
- C. Construction Narrative: Evaluate construction sequencing and shutdown requirements. Incorporate construction narrative into General Notes.
- D. 90% Plans: Prepare preliminary plans utilizing record drawing information and aerial imagery to create plan view drawings. Plans are anticipated to consist of the following:
 - a. Cover sheet
 - b. General notes
 - c. Civil site plans
 - d. Construction details
 - e. Electrical legends and notes
 - f. Electrical site plans
 - g. Electrical details
 - h. SCADA details
- E. Contract Documents: Prepare required specifications for the project, including technical specifications and front-end documents. It is assumed that the City will provide standard front-end documents.
- F. Opinion of Probable Construction Cost (OPCC): Prepare cost projections based on preliminary design. Consultant will utilize bid tabulations from similar projects and cost information provided by vendors to develop OPCCs.
 - a. Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost.
- G. Deliverables
 - a. Provide PDF copy of plans
 - b. Provide PDF copy of OPCC

TASK 3: FINAL DESIGN

This task consists of finalizing plans and specifications for the chlorine analyzer improvements. It is assumed that final design will consist of a 100% submittal to be used for bidding.

- A. Review Comments: Make revisions based on the City's review of the 90% submittal.
- B. Opinion of Probable Construction Cost: Prepare cost projections based on 100% design.
- C. Deliverables
 - a. Provide signed and sealed PDF copies of contract documents to City.

TASK 4: BIDDING PHASE SERVICES

- A. Assist in preparing Advertisement for Bids according to regulatory requirements. Dispense construction contract documents to prospective bidders as directed by the Client.
- B. Support the contract documents by preparing and issuing addenda.
- C. Participate in pre-bid meetings, prepare and distribute meeting minutes. Attend the bid opening.
- D. Prepare bid tabulation, evaluate bids and recommend award.
- E. Deliverables
 - a. Bid tabulation and contractor recommendation letter (PDF)

TASK 5: CONSTRUCTION PHASE SERVICES

The Scope of Services listed below may or may not be performed as part of our construction phase services. Consultant's role during construction will be provided upon request of the City and billed on a reimbursable basis as labor and direct expenses are incurred. The budgeted fee for this task is based upon approximately 40 hours of labor. We will not proceed with performance of services beyond the hours budgeted, without written authorization by the City.

- A. Attend pre-construction conference prior to commencement of work.
- B. Attend construction meetings with the Contractor as requested.
- C. Perform site visits as requested to observe the progress of the work. Observations will not be exhaustive or extend to every aspect of Contractor's work, but will be limited to spot checking, and similar methods of general observation. Based on the site visits, Consultant will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Document and keep Client informed of the general progress of the work.

Consultant will not supervise, direct, or control Contractor's work, and will not have authority to stop the Work or responsibility for the means, methods, techniques, equipment choice and use, schedules, or procedures of construction selected by Contractor, for safety programs incident to Contractor's work, or for failure of Contractor to comply with laws. Consultant does not guarantee Contractor's performance and has no responsibility for Contractor's failure to perform in accordance with the Contract Documents.

Consultant is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement.

- D. Review and approve or take other appropriate action in respect to submittals which Contractor is required to submit but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.
- E. Respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents to the City as appropriate to the orderly completion of Contractor's work.
- F. Recommend Change Orders to City, as appropriate. Review and make recommendations related to Change Orders submitted or proposed by the Contractor. Task includes preparing plan sheet revisions.

ADDITIONAL SERVICES

Any services not specifically provided for in the above scope will be considered additional services and can be performed at our then current hourly rates. Additional services we can provide include, but are not limited to, the following:

- Assisting City or contractor in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this Agreement. Such services, if any, shall be furnished by Consultant on a fee basis negotiated by the respective parties outside of and in addition to this Agreement.
- Sampling, testing, or analysis beyond that specifically included in the Scope of Services referenced herein above.
- Preparing applications and supporting documents for government grants, loans, or planning advances, and providing data for detailed applications.
- Appearing before regulatory agencies or courts as an expert witness in any litigation with third parties or condemnation proceedings arising from the development or construction of the Project, including the preparation of engineering data and reports for assistance to the Town.
- Providing professional services associated with the discovery of any hazardous waste or materials in the project route.
- Providing additional presentations to the City Council.
- Providing construction staking, additional platting, or other surveying services not identified in the above Scope of Services.
- Providing any easement acquisition services.
- Attending additional public meetings during the project.
- Preparation of Easement Documents
- Perform any materials testing.
- Preparation of record drawings.
- Preparation of conformance documents.
- Preparation of final executable contract documents.
- Any services not listed in the Scope of Services.

EXHIBIT B**COMPENSATION SCHEDULE**

The Consultant will provide the Scope of Services detailed in Tasks 1 through 4 for a lump sum fee. Task 5 will be on an hourly-not-to-exceed basis.

TASK 1 – General Items and Meetings	\$5,700.00
TASK 2 – Preliminary (90%) Design	\$37,500.00
TASK 3 – Final Design	\$16,500.00
TASK 4 – Bidding Phase Services	\$2,800.00
TASK 5 – Construction Phase Services	\$7,300.00
<u>TOTAL</u>	<u>\$69,800.00</u>

Additional services will be negotiated at the time they are identified.