

CITY OF COPPELL

CONSULTING ENGINEERS CONTRACT

STATE OF TEXAS §
KNOW ALL BY THESE PRESENTS §
CITY OF COPPELL §

THIS ENGINEERING SERVICES CONTRACT, hereinafter referred to as "Contract," made, entered into and executed this the 28th day of March, 2013, by and between the City of Coppel acting by and through the City Manager with approval of the City Council hereinafter referred to as "**City**", and Teague Nall & Perkins, Inc., hereinafter referred to as "**Engineer**".

WITNESSETH

WHEREAS, the **City** desires to contract for Professional Engineering Services, hereinafter referred to as "Services", in connection with the SH 121 Water Line Relocation (from Sandy Lake Road to N. Coppel Road), hereinafter referred to as the "Project"; and

WHEREAS, the **Engineer** is acceptable to the **City** and is willing to enter into a Contract with the **City** to perform the hereinafter defined Services necessary to complete the Project; and

WHEREAS, said Services shall be as defined herein and in the detailed Basic Services, Attachment A, and Special Services, Attachment B, incorporated herein by attachment and by reference; and

WHEREAS, this contract shall be administered on behalf of the **City** by its **City Engineer** or his duly authorized representative. The **Engineer** shall fully comply with any and all instructions from said **City Engineer**.

AGREEMENT

NOW, THEREFORE, the **City** and the **Engineer**, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

The **City** agrees to retain the **Engineer**, and the **Engineer** agrees to provide Services in connection with the Project as defined herein, and for having rendered such Services the **City** agrees to pay to the **Engineer** fee for these Services as mutually agreed. All Services under this Contract shall be performed under the direct supervision of the **City Engineer**.

1. Scope of Services,

- A. Basic Services Parts I & II: The work tasks and activities to be performed and deliverable to be provided by the **Engineer** shall be in accordance with Attachment A, Scope of Services, including modifications to the Basic Services as mutually agreed to by the **City** and the **Engineer** in accordance with the provisions of this Contract.

- B. Additional Services Not Included In Basic Services: When mutually agreed to in writing by the **City** and the **Engineer**, the Additional Services shall be provided by the **Engineer**. These Additional Services are not included as a part of Basic Services and shall be paid for by the **City** in addition to payment for Basic Services. Should it be determined that one or more of the requirements of this Contract conflict with the requirements of the Scope of Services, including modifications to the Scope of Services or any attachments to this contract; the requirement of the Contract shall govern.

- 2. **Progress Schedule.** Within ten (10) days after receiving Notice to Proceed (NTP) the **Engineer** shall submit to the **City** a Schedule of Services consisting of a listing of the major Project tasks, the estimated consultant hours required to perform the tasks, the percentage of the Contract budget estimated to be allocated to each task and a bar chart schedule showing task beginning and completion dates. Significant milestones for the Project shall be identified. At a minimum, milestones shall be provided for the three design submittals described in Attachment A, Scope of Services: Conceptual Design Submittal, Preliminary Design Submittal, and Final Plans, Specifications, and Estimate (PS&E) Submittal. Based on Schedule of Services, the **City** shall compile Attachment D, Project Schedule which shall become a part of this Contract upon approval of the **Engineer** and the **City**. The **Engineer** shall provide to the **City** information to report and monitor the design tasks within the Project Schedule by completing a "Design Progress Report" on a form provided by the **City**. The **Engineer** shall complete and provide to the **City** said report at two week intervals.

3. **Compensation.**

- A. Basic Services Part I Fee: The **Engineer** shall be paid a fee for Basic Services Part I under this Contract pursuant to the Fee Schedule described in Attachment A, Scope of Services. Basic Services Part I Fee shall not exceed the lump sum of **Ninety Two Thousand Five Hundred dollars (\$92,500.00)** provided, however, that modifications to the Basic Services Part I, or other conditions defined herein may necessitate a change of Fee which shall be reduced to writing and approved by the City or its designee.
- B. Basic Services Part II Fee: The **Engineer** should be paid a fee under this Contract for Basic Services Part II pursuant to the Fee Schedule described in Attachment A, Scope of Services. Basic Services Part II Fee shall not exceed the lump sum of **Seven Thousand dollars (\$7,000.00)** provided, however, that modifications to the Basic Services Part II, or other conditions defined herein may necessitate a change of Basic Fee which shall be reduced to writing and approved by the City or its designee.
- C. Total Maximum Fee: Total Maximum Fee for this Contract shall be a lump sum of **Ninety Nine Thousand Five Hundred dollars (\$99,500)**: The lump sum Basic Services Part I Fee plus the lump sum Basic Services Part II Fee.
- D. Invoices: The **Engineer** shall submit invoices at not less than thirty (30) calendar days for Basic Services Part I and/or Basic Services Part II on or before the twenty fifth (25th) calendar day of the month, or the preceding business day if the twenty fifth occurs on a weekend and/or observed holiday. Payment shall be based on the invoices submitted to the **City**, provided that Services completed as indicated in the Design Progress Reports approved by the **City** equals or exceeds the increment percentage requested on the **Engineer's** invoices. **Engineer's** invoices to **City** shall provide complete information and documentation to substantiate **Engineer's** charges and shall be in a form to be specified by the **City Engineer**. Should additional documentation be requested by the **City Engineer** the **Engineer** shall comply promptly with such request.
- E. Payments: All payments to **Engineer** shall be made on the basis of the invoices submitted by the **Engineer** and approved by the **City**. Following approval of invoices, **City** shall endeavor to pay **Engineer** promptly, however, under no circumstances shall **Engineer** be entitled to receive interest on amounts due. The **City**, in compliance with Texas State law, shall process a maximum of one payment to the **Engineer** per month. **City** reserves the right to correct any error that may be

discovered in any invoice whether paid to the **Engineer** or not, and to withhold the funds requested by the **Engineer** relative to the error.

4. **Fee Increases.** Any other provision in this Contract notwithstanding, it is specifically understood and agreed that the **Engineer** shall not be authorized to undertake any Services pursuant to this Contract requiring the payment of any fee, expense or reimbursement in addition to the fees stipulated in Article 3 of this Contract, without having first obtained specific written authorization from the **City**. The written authorization for additional Services shall be in the form of a Modification to the Scope of Services approved by the City Engineer and/or the City Council, if required.
5. **Modifications to the Scope of Services.** Either the **Engineer** or the **City Engineer** may initiate a written request for a Modification to the Scope of Services when in the opinion of the requesting Party, the needs and conditions of the Project warrant a modification. Upon the receipt of a request by either Party, the **Engineer** and the **City Engineer** shall review the conditions associated with the request and determine the necessity of a modification. When the Parties agree that a modification is warranted, the **Engineer** and the **City Engineer** shall negotiate the specific modification(s) and any changes in the Total Maximum Fee or Project Schedule resulting from the modification(s). Approval of a modification shall be in the form of a written Modification to the Scope of Services which clearly defines the changes to the previously approved Scope of Services, Fee and/or Project Schedule. Said written Modification shall be approved by **Engineer**, authorized by the City Council, if required, and issued by the **City Engineer**. Issuance of the approved Scope of Services modification shall constitute a notice to proceed with the Project in accordance with the modified Scope of Services. The **City Engineer** may issue written Modifications to the Scope of Services without prior approval of the City Council when the modifications are to be accomplished within the authorized Total Maximum Fee and do not materially or substantively alter the overall scope of the Project, the Project Schedule or the Services provided by the **Engineer**.
6. **Project Deliverables.** For each submittal identified in Attachment A, Scope of Services, the **Engineer** shall provide the **City** with one set of reproducible, one set of bluelines or hard copy and electronic media of the submittal documents. For any required environmental assessment, the **Engineer** shall provide one set of draft and one set of final Environmental Reports. The Environmental Reports shall be submitted as original reproducible and on electronic media. The electronic file may omit photographs and government prepared maps. If photographs are included in the report they shall be taken with a 35 mm camera or larger format camera. Color laser copies may be substituted for the original photographs in the final report.

A transmittal letter shall be included with the Environmental Reports and shall include an executive summary outlining: a.) Findings of the Reports; b.) Conclusions; c.) Recommendations; and d.) Mitigation/remediation cost estimates.

7. **Project Control.** It is understood and agreed that all Services shall be performed under the administrative direction of the **City Engineer**. No Services shall be performed under this Contract until a written Notice to Proceed is issued to the **Engineer** by the **City Engineer**. In addition, the **Engineer** shall not proceed with any Services after the completion and delivery to the **City** of the Conceptual Design Submittal, Preliminary Design Submittal, or the Final PS&E Submittal as described in the Basic Services without written instruction from the **City**. The **Engineer** shall not be compensated for any Services performed after the said submittals and before receipt of **City's** written instruction to proceed.
8. **Partnering.** The **City** shall encourage participation in a partnering process that involves the **City, Engineer** and his or her sub-consultants, and other supporting jurisdictions and/or agencies. This partnering relationship shall begin at the Pre-Design Meeting and continue for the duration of this Contract. By engaging in partnering, the parties do not intend to create a legal partnership, to create additional contractual relationships, or to in any way alter the legal relationship which otherwise exists between the **City** and the **Engineer**. The partnering effort shall be structured to draw on the strengths of each organization to identify and achieve reciprocal goals. The objectives of partnering are effective and efficient contract performance and completion of the Project within budget, on schedule, in accordance with the Scope of Services, and without litigation. Participation in partnering shall be totally voluntary and all participants shall have equal status.
9. **Disputes.** The **City Engineer** shall act as referee in all disputes under the terms of this Contract between the Parties hereto. In the event the **City Engineer** and the **Engineer** are unable to reach acceptable resolution of disputes concerning the Scope of Services to be performed under this Contract, the **City** and the **Engineer** shall negotiate in good faith toward resolving such disputes. The **City Engineer** may present unresolved disputes arising under the terms of this Contract to the City Manager or designee. The decision of the City Manager or designee shall be final and binding. An irreconcilable or unresolved dispute shall be considered a violation or breach of contract terms by the **Engineer** and shall be grounds for termination. Any increased cost incurred by the City arising from such termination shall be paid by the **Engineer**.
10. **Engineer's Seal.** The **Engineer** shall place his Texas Professional Engineers seal on all engineering documents and engineering data prepared under the supervision of the **Engineer** in the performance of this Contract.
11. **Liability.** Approval of the Plans, Specifications, and Estimate (PS&E) by the **City** shall not constitute nor be deemed a release of the responsibility and liability of **Engineer**, its

employees, subcontractors, agents and consultants for the accuracy and competency of their designs, working drawings, tracings, magnetic media and/or computer disks, estimates, specifications, investigations, studies or other documents and work; nor shall such approval be deemed to be an assumption of such responsibility by the **City** for any defect, error or omission in the design, working drawings, tracings, magnetic media and/or computer disks, estimates specifications, investigations, studies or other documents prepared by **Engineer**, its employees, subcontractors, agents and consultants. **Engineer** shall indemnify **City** for damages resulting from such defects, errors or omissions and shall secure, pay for and maintain in force during the term of this Contract sufficient errors and omissions insurance in the amount of \$250,000.00 single limit, with certificates evidencing such coverage to be provided to the **City**. The redesign of any defective work shall be the sole responsibility and expense of the **Engineer**. Any work constructed, found to be in error because of the **Engineer's** design, shall be removed, replaced, corrected or otherwise resolved at the sole responsibility and expense of the **Engineer**. The parties further agree that this liability provision shall meet the requirements of the express negligence rule adopted by the Texas Supreme Court and hereby specifically agree that this provision is conspicuous.

12. **Indemnification.** **Engineer** shall indemnify, hold harmless and defend the City of Coppell, its officers, agents and employees from any loss, damage, liability or expense, including attorney fees, on account of damage to property and injuries, including death, to all persons, including employees of **Engineer** or any associate consultant, which may arise from any errors, omissions or negligent act on the part of **Engineer**, its employees, agents, consultants or subcontractors, in performance of this Contract, or any breach of any obligation under this Contract. It is further understood that it is not the intention of the parties hereto to create liability for the benefit of third parties, but that this agreement shall be solely for the benefit of the parties hereto and shall not create or grant any rights, contractual or otherwise to any person or entity. The parties further agree that this indemnification provision shall meet the requirements of the express negligence rule adopted by the Texas Supreme Court and hereby specifically agree that this provision is conspicuous.
13. **Delays and Failure to Perform.** **Engineer** understands and agrees that time is of the essence and that any failure of the **Engineer** to complete the Services of this Contract within the agreed Project Schedule shall constitute material breach of this Contract. The **Engineer** shall be fully responsible for its delays or for failures to use diligent effort in accordance with the terms of this Contract. Where damage is caused to the **City** due to the **Engineer's** failure to perform in these circumstances, the **City** may withhold, to the extent of such damage, **Engineer's** payments hereunder without waiver of any of **City's** additional legal rights or remedies. The **Engineer** shall not be responsible for delays associated with review periods by the **City** in excess of the agreed Project Schedule.
14. **Termination of Contract.** It is agreed that the **City** or the **Engineer** may cancel or terminate this Contract for convenience upon fifteen (15) days written notice to the other.

Immediately upon receipt of notice of such cancellation from either party to the other, all Services being performed under this Contract shall immediately cease. Pending final determination at the end of such fifteen-day period, the **Engineer** shall be compensated on the basis of the percentage of Services provided prior to the receipt of notice of such termination and indicated in the final Design Progress Report submitted by the **Engineer** and approved by the **City**.

15. **Personnel Qualifications.** **Engineer** warrants to the **City** that all Services provided by **Engineer** in the performance of this Contract shall be provided by personnel who are appropriately licensed or certified as required by law, and who are competent and qualified in their respective trades or professions.
16. **Quality Control.** The **Engineer** agrees to maintain written quality control procedures. The **Engineer** further agrees to follow those procedures to the extent that, in the **Engineer's** judgment, the procedures are appropriate under the circumstances.
17. **Ownership.** All **Engineer's** designs and work product under this Contract, including but not limited to tracings, drawings, electronic or magnetic media and/or computer disks, estimates, specifications, investigations, studies and other documents, completed or partially completed, shall be the property of the **City** to be used as **City** desires, without restriction; and **Engineer** specifically waives and releases any proprietary rights or ownership claims therein and is relieved of liability connected with any future use by **City**. Copies may be retained by **Engineer**. **Engineer** shall be liable to **City** for any loss or damage to such documents while they are in the possession of or while being worked upon by the **Engineer** or anyone connected with the **Engineer**, including agents, employees, consultants or subcontractors. All documents so lost or damaged while they are in the possession of or while being worked upon by the **Engineer** shall be replaced or restored by **Engineer** without cost to the **City**.
18. **Project Records and Right to Audit.** The **Engineer** shall keep, retain and safeguard all records relating to this Contract or work performed hereunder for a minimum period of three (3) years following the Project completion, with full access allowed to authorized representatives of the **City** upon request for purposes of evaluating compliance with provisions of this Contract. Should the **City Engineer** determine it necessary, **Engineer** shall make all its records and books related to this Contract available to **City** for inspection and auditing purposes.
19. **Non-Discrimination.** As a condition of this Contract, the **Engineer** shall take all necessary action to ensure that, in connection with any work under this Contract it shall not discriminate in the treatment or employment of any individual or groups of individuals on the grounds of race, color, religion, national origin, age, sex or physical impairment unrelated to experience, qualifications or job performance, either directly, indirectly or through contractual or other arrangements.

20. **Gratuities.** City of Coppell policy mandates that employees shall never, under any circumstances, seek or accept, directly or indirectly from any individual doing or seeking to do business with the City of Coppell, loans, services, payments, entertainment, trips, money in any amount, or gifts of any kind.
21. **No Waiver.** No action or failure to act on the part of either Party at any time to exercise any rights or remedies pursuant to this Contract shall be a waiver on the part of that Party of any of its rights or remedies at law or contract.
22. **Compliance with Laws.** The **Engineer** shall comply with all Federal, State and local laws, statutes, City Ordinances, rules and regulations, and the orders and decrees of any courts, or administrative bodies or tribunal in any matter affecting the performance of this Contract, including without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, **Engineer** shall furnish the **City** with satisfactory proof of compliance therewith.
23. **Severability.** In case one or more of the provisions contained in this Contract shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
24. **Venue.** With respect to any and all litigation or claims, the laws of the State of Texas shall apply and venue shall reside in Dallas County.
25. **Prior Negotiations.** This Contract supersedes any and all prior understandings and agreement by and between the Parties with respect to the terms of this Contract and the negotiations preceding execution of this Contract.
26. **Contacts.** The **Engineer** shall direct all inquiries from any third party regarding information relating to this Contract to the City Engineer.

27. **Notification.** All notices to either Party by the other required under this Contract shall be delivered personally or sent by certified U.S. mail, postage prepaid, addressed to such Party at the following respective addresses:

City: City of Coppell, Texas

Engineer: Teague Nall and Perkins Inc.
17304 Preston Road
Suite 1340
Dallas, Texas 75252

IN WITNESS WHEREOF, the City of Coppell, Texas and the **Engineer** has caused these presents to be executed by duly authorized representatives on the day and year set forth above.

THE CITY OF COPPELL
BY:

ENGINEER:
BY:

Mayor

Chris Schmitt, P.E. Principal
Name & Title

Date: _____

Date: _____

ATTEST:

ATTEST:

(CORPORATE SEAL)

ATTACHMENT A
SCOPE OF SERVICES

The **Engineer** agrees to render services necessary for the development and completion of the Project as outlined herein. The Basic Services to be performed by **Engineer** under this Contract include the following:

The design contract includes the following elements:

1. The scope of this project generally entails preparation of design and construction documents for the relocations of 5,600 LF of 12" water line along 121 ROW from Sandy Lake Road to N. Coppell Road
2. Preparation of topographic survey as needed to facilitate design, including tree survey.
3. Coordination with franchise utility companies regarding existing infrastructure within the area, including American Tower, Atmos, and Brazos Electric, etc....
4. Coordination with Texas Department of Transportation regarding acquisition of permits necessary to construct these facilities in SH 121 ROW.
5. Provide Subsurface Utility Engineering survey to locate lines in conflict with proposed utility improvements.

PART I: BASIC SERVICES

A. SURVEY DESIGN

- Engineer shall provide detailed topographic survey for project along the easterly limits of SH 121 ROW from Sandy Lake Road to N. Coppel Road.
- The survey will include horizontal and vertical location of existing above ground features and visible utility appurtenances throughout the length of the project corridor including, but not limited to, existing pavement connections, fences, water valves, fire hydrants and manholes. Flow lines of existing culverts will be shot and elevations provided. Additional details:
 - Approximate length = 5,600 linear feet
 - 15'± wide topo survey along TxDOT ROW = 3,850 l.f.
 - Additional detail will be provided at the following locations:
 - Sandy Lake Road
 - Proposed TxDOT culvert (SH 121 CL Station 1987+00, 95% Set, 08/2011)
 - Industrial Driveway
 - Canyon Drive
 - Coppel Road
- Engineer will establish control network utilizing GPS and City of Coppel published datum. Unless otherwise required, horizontal datum will be NAD 83 and NAVD 88 for vertical datum.
- Engineer will perform field surveys to tie the horizontal and vertical locations of franchise utilities when located close to proposed facilities.
- Engineer will establish vertical control benchmarks within the project limits on existing permanent structures.
- Engineer will tie benchmarks to as-built plans for correlation of datum.
- Engineer will provide tree survey of specimens identified on the protected tree list within proposed project corridor, including creek crossings. Protected trees 6-inches and greater shall be tied.
- Engineer will provide Level B Subsurface Utility Engineering as part of basic services.
 - Generally QL-“B”, also known as “designating” indicates information obtained through the application of appropriate surface geophysical methods to determine the existence and approximate horizontal position of subsurface utilities. Quality level B data should be reproducible by surface geophysics at any point of their depiction. This information is surveyed to applicable tolerances defined by the

project and reduced onto plan documents. Level B services will be provided on an as needed basis.

- Engineer shall coordinate with TXDOT in order to tie right-of-way lines, property lines and corners, if found, fence lines, and other visible surface features to the survey control network within the proposed route. Identify properties by address number and/or business name.

B. ENGINEERING SERVICES

1. PRELIMINARY ENGINEERING

- When requested by the **City**, the **Engineer** shall attend preliminary conferences with authorized representatives of the **City** regarding the project and such other conferences as may be necessary in the opinion of the **City** so that the plans and specifications which are to be developed hereunder by the **Engineer**, will result in providing facilities which are economical in design and conform to instruction from the **City**.
- Preliminary TxDOT permit coordination;
 - Engineer shall attend up to three (3) meetings with City/TXDOT officials;
 - Engineer shall provide one (1) preliminary submittal to TxDOT for permitting review.
- Upon confirmation of the alignment by the City/TxDOT , the **Engineer** shall then proceed with preparation of the preliminary design of the project incorporating all comments received from the **City** and agreed upon by both the **City** and the **Engineer** into these plans. Project design shall be in accordance with environmental standards provided by the City, as well as known state and federal guidelines applicable to the project.
- The Engineer shall establish preliminary horizontal centerline alignment. Per recent meetings with TxDOT it is understood that the new water line will be located approximately 6'-7' inside SH 121 ROW.
- The Engineer shall establish preliminary vertical alignments.
- The Engineer will show major features on plan sheets including existing and proposed edges of roadway, left turn bay limits, and median widths.
- The Engineer will show known utility crossings and nearby adjacent utilities, and other topographic features such as light standards, air release valves, and manholes as identified from field surveys and information provided by utility companies and the City's record drawings.
- The **Engineer** shall supply the schematic alignment to all known utility companies, including franchised utilities and pipeline companies which have known existing

facilities within the limits of the Project. One set of dated preliminary plans, and one set of dated and approved advertising (final) plans shall also be submitted at the appropriate intervals.

- The **Engineer** shall provide detailed design data, profiles, cross-sections where appropriate, opinions of probable cost, and furnish two (2) copies of detailed preliminary design plans for the project to the **City** for review.
- After receipt of preliminary design review comments from the **City**, the **Engineer** shall make all corrections noted and then commence preparation of the final design plans and specification/contract documents.
- The **Engineer** shall advise the **City** with regard to the necessity for subcontract work such as special surveys, tests, test borings, or other subsurface investigations in connection with design and engineering work to be performed hereunder. The **Engineer** shall also advise the **City** concerning the results of same. Such surveys, tests, and investigations shall be made only upon authorization by and at the expense of the **City**.
- The **Engineer** shall provide necessary design field surveys for his use in the preparation of preliminary and final plans and specifications.

2. FINAL ENGINEERING

- Incorporating all **City** review comments from the preliminary design submittal, the **Engineer** will complete the final plans, prepare contract documents/specifications, and a final opinion of probable cost for the authorized construction units. This shall include summaries of bid items and quantities, but the **Engineer** does not guarantee that Contractor bids will not vary from such opinion. Each of these items (2 copies each) shall be submitted to the **City** for final approval.
- The Engineer shall develop miscellaneous sheets such as Title Sheet, Horizontal Control Sheet, General Notes & Quantities, and Project Specific Details.
- The Engineer will prepare Erosion Control Plan sheets (full size, 1:40 scale) for proposed improvements. The successful bidder (contractor) will be required to supply and submit a formal SWPPP to the TCEQ as owner and operator of the construction project.
- Finalize Typical Sections including General Construction Sequencing and Traffic Control Notes.
- Prepare Traffic Control Plan sheets (full size, 1:40 scale) and construction phasing plans for proposed improvements. Incorporate comments from the utility companies pertaining to the location of existing facilities and attend a utility coordination meeting among all impacted utilities at City Hall.
- Finalize Special Conditions, which will include Special Technical specifications.

- Complete quantity take-off and prepare final estimate of probable construction cost based on final plans.
- The Engineer will prepare final bid documents including bid proposal forms, construction plans, specifications, and contract documents.
- Final TxDOT Permit Coordination - Engineer shall prepare response to TxDOT generated comments from the preliminary design submittal as well as provide one (1) final submittal to TxDOT for permitting.
- After receipt of final plan/specifications/contract documents review comments from the **City**, the **Engineer** shall make all corrections noted and then provide up to twenty (20) copies of contract documents and final bid plans to Contractors bidding the Project. Contract documents shall contain the Notice to Bidders, Proposal, Wage Rates, General and Special Provisions, Special Specifications, Insurance Statement, Payment, Performance, and Maintenance Bonds, and all other required **City** Contract forms.
- The original drawings of all plans shall be plotted in ink on approved plastic film sheets, or as otherwise approved by the **City Engineer**, and shall become the property of the **City**. **City** may use such drawings in any manner it desires provided, however, that the **Engineer** shall not be liable for the use of such drawings for any project other than the project described herein.

3. BIDDING

- The **Engineer** will assist the **City** in the advertisement for bids--prepare Notice to Bidders for required newspaper advertising --and place notice with Texas Contractor magazine and Dodge Report.
- Sell bid documents to potential bidders, suppliers and other parties keeping an accurate record of all plan-holders.
- **Engineer** shall provide **City** with pdf version of construction documents.
- The **Engineer** will attend a pre-bid meeting.
- **Engineer** shall issue addenda by fax to all plan-holders as required.
- Provide clarifications to Contractors as required.
- The **Engineer** shall assist in the tabulation and review of all bids received for the construction of the improvements, and shall make recommendations to the **City** concerning these bids. At any time during the construction of this project, the **Engineer** shall advise on special review shop drawings required of the Contractor by the Construction Contract(s). Such review shall be for general conformance with the design concept and general compliance with the plans and specifications under the Construction Contract(s).

- After selection of Contractor(s) and award of contract(s) by the **City**, the **Engineer** will assist in the preparation of contract documents, including contract, performance, payment, and maintenance bonds and all other related **City** forms required to initiate construction on the project(s).
- After award of contract, furnish six (6) sets of conformed contract documents and specifications for contractor execution prior to the preconstruction meeting.

4. CONSTRUCTION ADMINISTRATION

- **Engineer** will attend a pre-construction conference with **City** staff, Contractor(s), and all affected utility companies.
- **Engineer** will provide periodic field representation and will monitor construction progress as often as **Engineer** deems necessary, including possible scheduled meetings with the project inspector and the Contractor(s) to discuss the construction progress. A written report can be provided to the **City** after each of these bi-weekly meetings if needed.
- **Engineer** will consult and advise the **City** regarding the need for any contract change orders and will prepare change orders as required for **City** approval.
- **Engineer** will be available for interpretation of plans and specifications as may be required by the Contractor(s) in the field.
- The **Engineer** will, with assistance from the **City Inspector** on the project(s), prepare and process monthly and final pay requests from the Contractor(s) to the **City**.
- **Engineer** will provide, in conjunction with the **City**, a final inspection of the project and provide a “punch list” of deficient items to the Contractor(s).
- **Engineer** will revise construction drawings as necessary to adequately reflect any revisions in the construction from that which was represented on the plans and/or specifications.
- **Engineer** will provide the **City** with one (1) set of mylar reproducible “Record Drawings” within 30 days after the completion of the project including updated digital CAD files of the new construction for use in the **City’s** computerized mapping system.

PART II: ADDITIONAL SERVICES:

A. EASEMENT DOCUMENTS

- Engineer will assist in preparation of easement documents, if necessary for project completion, using the previously completed boundary surveys and right-of-way research by TNP. Documents will consist of Exhibit A (parcel description) and Exhibit B (parcel map) for acquisition.

B. SUBSURFACE UTILITY ENGINEERING

- Engineer will provide level A Subsurface Utility Engineering as an additional service.
- Generally QL-“A”, also known as “locating”, indicates the precise horizontal and vertical location of utilities obtained by the actual exposure (or verification of previously exposed and surveyed utilities) and subsequent measurement of subsurface utilities, at a specific point.
 - a. Ground penetrating radar will not be used as a part of the field investigation of the project site unless that use has been specifically addressed with the scope of services described herein.
 - b. Test holes are very limited in size or diameter (typically 12 inches by 12 inches, or approximately 144 square inches). Given this limited size, some subsurface conditions may prevent the completion of test holes, including rock(s), groundwater, large roots, other utilities & structures, etc. Test hole attempts which cannot be completed due to site conditions will be documented and noted on the plans.
 - c. When test holes are used to locate utilities, the nominal pipe sizes of the targeted utility will be documented and reported by using field measurements of the outside diameter (OD) of the pipe (to the nearest inch). Based upon this field measured OD, the nominal pipe size will be determined using typical pipe wall thickness data and other available data including record information. Pipe diameters that are too large for measurement, encased or non-encased conduit duct banks and other concrete encased systems which cannot be adequately measured will be reported based upon the best available information.
 - d. The documented results produced by these services represent a professional opinion and interpretation based upon record information and/or field evidence. These results may be affected by a variety of existing site conditions, including soil content, depth of the utility, density of utility clusters, and electro-magnetic characteristics of the targeted utilities. Also, the lack of and/or poor condition of a trace wire for non-conductive materials such as PVC, HDPE, etc. in most cases will make the successful detection and location of the utility unlikely.

- e. The Engineer will apply professional judgment to determine which utilities require additional field effort and/or methods to properly designate and/or locate, most commonly when record drawings are not available. In such cases, the Engineer will provide a recommendation or request for additional services to the Client. Among other methods, a detectable duct rodder or other conductor may be introduced into the line to enable the designation of the utility. This method is dependent upon approval by the utility owner, as well as access to, size and condition of the utility.
- f. None of these services are intended to and should not be understood to relieve the Client or others from the responsibility to comply with the statutory requirements related to notifying the proper one-call system(s) in advance of any and all excavation, grading and/or construction within the project site.

It is understood that ENGINEER cannot guarantee all utilities will be discovered during the SUE process. Availability of utility records and limitations of surface geophysical prospecting methods do not always permit utilities to be detectable.

PART III: EXCLUSIONS

The intent of this scope of services is to include only the services specifically listed herein and none others. Services specifically excluded from this scope of services include, but are not necessarily limited to the items listed below. However, in the event the following tasks need to be performed, the Consultant and City may mutually agree upon a scope/fee amendment to facilitate the tasks:

- A. Providing an on-site representative.
- B. Environmental impact statements, assessments, and 404 permitting.
- C. Fees for FEMA submittals, permits or advertising.
- D. Certification that work is in accordance with plans and specifications, beyond standard preparation of record drawings described.
- E. Environmental cleanup.
- F. Floodplain reclamation plans.
- G. Trench safety designs.
- H. Quality control and testing services during construction.
- I. Services in connection with condemnation hearings.
- J. Design of water and sanitary sewer lines beyond those described in scope.
- K. Design of structural retaining walls beyond 4' in height.
- L. On-site safety precautions, programs and responsibility.
- M. Consulting services by others not included in proposal.
- N. Traffic engineering report or study.
- O. Title searches, boundary surveys, or property surveys other than those described above.
- P. QL-"A" test holes in paved areas.
- Q. Q—"A" test holes deeper than twelve (12) feet.

PART IV: COMPENSATION

The conceptual opinion of probable construction cost for all project improvements is approximately \$ 760,000.

The maximum overall fee established herein shall not be exceeded without written authorization from the City of Coppell, justified by increased scope of services.

The following is a summary of the estimated charges for the various elements of the proposed services:

Part I: Basic Services Fee	
A. Survey Design	\$19,500
B. Level 'B' SUE (approximately 1,000 l.f.)	\$8,000
C. <u>Engineering Design</u>	<u>\$65,000</u>
Part I Subtotal:	\$92,500
Part II: Additional Services	
A. Easement Documents (as needed) (2 total @ \$1,000 per each)	\$2,000
B. <u>Level 'A' SUE (5 test holes @ \$1,000 each)</u>	<u>\$5,000</u>
Part II Subtotal:	\$7,000
Total Fee:	\$99,500