

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF COPPELL, TEXAS, AND BGE, INC.
FOR THE EMERGENCY WATER SYSTEM INTERCONNECTS WITH THE CITY OF
LEWISVILLE AND CITY OF GRAPEVINE**

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 **EMERGENCY WATER SYSTEM INTERCONNECTS WITH THE CITY OF LEWISVILLE AND CITY OF GRAPEVINE**, 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 Four hundred and twenty five thousand, nine hundred and sixty dollars (\$425,960) 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.
William D. Dillon, PE
Executive Vice President
2595 Dallas Parkway, Suite 101
Frisco, TX 75034

City of Coppell
Kent Collins, P.E.
265 Parkway Blvd
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____.

BGE, Inc.

CITY OF COPPELL, TEXAS

By: 
Signature

By: _____
Signature

D. Bryant Caswell
Printed Name

Printed Name

Director
Title

Title

August 3, 2022
Date

Date

EXHIBIT A – Scope of Services**Emergency System Interconnects to the City of Lewisville & Grapevine**

Professional Services and support for the City of Coppell (Coppell) for the design of water distribution system interconnections for the following:

- Water supply pipeline interconnections at 2 locations between the City of Lewisville (CoL) and Coppell for water distribution redundancy:
 - Interconnect 1 (Denton Tap Dr. at Highlands Dr.) – Connection between a CoL 12-inch main and a Coppell 12-inch main (approx. 500 LF), 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 (approx. 500 LF), including bored street crossing and Flow Control Valve (FCV) vault.
- Water supply pipeline interconnections at 2 locations between the City of Grapevine (CoG) and Coppell for water distribution redundancy:
 - Interconnect 1 (W. Bethel Rd. and Creekview Dr.) – Extension and Connection between a CoG 12-inch main and a Coppell 12-inch main (approx. 1,300 LF), including street crossing and Flow Control Valve (FCV) vault.
 - Interconnect 2 (Hwy 121 to Northpoint Dr.) – Extension and Connection between a CoG 12-inch main and a Coppell 12-inch main (approx. 1,300 LF), including Flow Control Valve (FCV) vault.

**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.
- A.4. Meetings: monthly progress meetings via video conferencing with the Owner (Assume a total of 8 meetings)
- A.5. Coordinate with City of CoL & CoG operations and Engineering staff.

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

The Preliminary Design will be reviewed and developed for Coppell and CoL & CoG review and include the following tasks:

- B.1. Perform site visit for Preliminary Design, and assess conflicts.

- B.2. Develop detailed project layout for each location including water main connections and site vault layouts.
- B.3. Update Opinion of probable construction cost (OPCC).
- B.4. Perform internal QC review and address QC comments.
- B.5. 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 1 site visits included.
- C.2. Construction Drawings
 - C.2.1. Finalize analyses and calculations to support the design as follows:
 - C.2.1.1. Meter type and size selection
 - C.2.1.2. Rate of flow controller type and size selection
 - C.2.1.3. Structural design calculations: Two valve vaults at each location for meter and rate of low controller.
 - C.2.2. Develop 60% Plan Set
 - C.2.2.1. Cover & Index of Drawings
 - C.2.2.2. Legend, Abbrev, Gen notes
 - C.2.2.3. Gen notes and construction sequence notes
 - C.2.2.4. Project Control and proposed layout
 - C.2.2.5. Plan and Profile sheets
 - C.2.2.6. Vault plan and sections
 - C.2.2.7. Mechanical details with schedules (Piping, Valves, Coatings)
 - C.2.2.8. Structural plan and sections
 - C.2.2.9. Miscellaneous Details Sheets
 - C.2.2.10. Traffic Control (if needed, 2 sheets)
 - C.2.2.11. City Std Details
- C.3. Develop Project Manual
 - C.3.1. Development of Table of Contents
- C.4. 60% OPCC (20% contingency)
- C.5. Perform internal QC review and address QC comments.
- C.6. Submit to City of CoL & CoG for review and comment

C.7. 60% Design Workshop

C.7.1. Conduct 60% Design workshop to review the 60% Design Submittal

C.7.2. Prepare and distribute meeting notes

C.7.3. 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 – 100% Design Phase

D.1. Construction Drawings – Develop 100% Plan Set

D.2. Final Project Manual

D.3. Final Opinion of Probable Construction Cost

D.4. Submittal to TCEQ for approval

D.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

E. Task 5 – Bidding Phase Services

E.1. Prepare and submit Advertisement for Bids to OWNER for OWNER publication. The OWNER will pay advertising costs outside of this contract.

E.2. Support the contract documents by preparing and issuing addenda (assume 2 Addenda).

E.3. Participate in pre-bid meeting.

E.4. Attend the bid opening.

E.5. Prepare bid tabulation.

E.6. Evaluate bids and recommend award.

E.7. Prepare conformed contract documents (i.e. integrate addenda items).

E.8. Prepare construction contracts

Deliverables:

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

SPECIAL SERVICES

F. Task 6 – Design Survey

- F.1. Establish a horizontal and vertical control network and project control baseline for the project areas. The network and baseline are to be tied into the existing City of Coppell control network.
- F.2. Establish horizontal and vertical project control monuments for use during construction.
- F.3. Survey existing right-of-ways, property boundary lines, and existing monuments for properties within and abutting the project limits.
- F.4. Tie-in existing buildings, screen walls, fence lines, trees 4-inches in diameter and larger, edges of pavements, landscape areas, utility surface appurtenances and all other visible surface features to the project control baseline. Existing utility structures shall be located and referenced by utility name (i.e. Oncor Electric, Atmos Gas, Frontier Fiber Optic, etc.).
- F.5. Map existing underground utilities based on available public record plans from the City of Coppell and field locates provided by 811 Texas or other one-call subsurface utility locator services.
- F.6. Collect topographic information including: pavement, top of curb, drives, sidewalks, walls, bridges, culverts, water lines, manholes (rim and inverts), storm drain inlets (rim and inverts), and other improvements as needed within the project limits.
- F.7. Collect topographic surveying of sufficient detail to produce cross sections at fifty-foot (50') intervals and all other areas of significance, all relative to the project baseline.
- F.8. Tie in exposed underground utilities to project control baseline.
- F.9. Identify the street address and property ownership for all adjacent properties within project limits. Place the addresses and ownership on the plans. Provide City with the resident (owner) name and address database, to be used for sending project related communication.
- F.10. Prepare a preliminary list of right-of-way parcels and easements necessary to construct to construct the project (if any). Submit to the City of Coppell as soon as possible and prior to the preliminary plan submittal.
- F.11. Prepare metes and bounds legal description (field notes) and 8 ½" x 11" exhibit for right-of-way acquisitions on a per tract basis. Provide right-of-way documents for two (2) tracts.
- F.12. Prepare metes and bounds legal description (field notes) and 8 ½" x 11" exhibit for drainage easements on a per tract basis. Provide easement documents for two (2) tracts.
- F.13. Prepare metes and bounds legal description (field notes) and 8 ½" x 11" exhibit for temporary construction easements on a per tract basis. Provide easement documents for ten (10) tracts.
- F.14. Set new iron pins at all new property corners, P.C.'s and P.T.'s of new right-of-ways and easements.

G. Task 7 – SUE Services

- G.1. Quality Level "A" Services
- G.2. Provide Quality Level "A" SUE Services for the purposes of vertically and horizontally locating existing utility lines.
- G.3. Provide Quality Level "A" SUE Services as defined in CI/ASCE 38-02. Quality Level "A" (QL - "A") – Generally, QL - "A" indicates 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, usually at a specific point. Minimally intrusive excavation

equipment is typically used to minimize the potential for utility damage. A precise horizontal and vertical location, as well as other utility attributes, shown on plan documents.

- G.4. Provide all necessary personnel, equipment, supplies, management and supervision needed for the test hole excavation, backfill and restoration.
- G.5. Coordinate with City and property owner as needed to assist City in obtaining any required permits, permission or rights-of-entry.
- G.6. Contact the appropriate one-call system to request utilities to be marked on-the-ground prior to beginning excavation of test holes.
- G.7. Provide and utilize appropriate traffic control devices, as necessary, in conformance with the MUTCD, including any state or locally adopted supplements.
- G.8. Excavate by air-vacuum or other minimally invasive methods at locations yet to be determined within the project limits in order to identify the exact horizontal and vertical locations of crucial utilities. For the purpose of the scope, For the purpose of the scope, eighteen (18) test holes are assumed. Furthermore, it is assumed that the test holes will be eight (8) up to 4 feet deep, and ten (10) up to 8 feet deep.
- G.9. Prepare documentation for each test hole attempted. This documentation will include horizontal and vertical position of the targeted utility or structure, a general description of the target utility, with condition, material and general orientation noted a generalized description of the material encountered in the test hole, and any other field observations noted during the excavation.
- G.10. Quality Level "B" Services
- G.11. Provide Level "B" SUE services to determine the horizontal location of franchise and City utilities for each project location. The Quality Level "B" also includes Quality Level "C" and "D" SUE services.
- G.12. Provide Quality Level "B" SUE services as defined in CI/ASCE 38-02. Quality Level "B" (QL – "B") – Generally, QL – "B" 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.
- G.13. Create and call in locate tickets for Texas811 for the project corridor. Timing of locates will be coordinated to help ensure that locates are performed in conjunction with surveying operations.
- G.14. As part of the services provide in the Design Survey Phase, visibly investigate surface features and appurtenances or all utility systems shown on the record drawings that are included within the project site, including but not limited to: Sanitary sewer manholes and cleanouts (rim and flow line elevations), Forcemain air-vacuum release valves – vents, Storm drain manholes, junction boxes and inlets (rim and flow line elevations), Water valves, Water meters, Fire hydrants, Water blow-offs, Water vaults (rim and floor elevations), Water air-vacuum release valves – vents, Communications manholes (rim and floor elevations), Handholes & Manholes, Pull boxes, Pedestals, Gas Meters, Gas Valves, Electric poles, towers, drops, luminaires, Electrical Transformers (pole and ground mounted), Light poles, Utility signs.
- G.15. Investigate all utility systems shown on the record drawings that are included within the project site. Visible sure face features and appurtenances of the subsurface utilities found within the project site shall be evaluated. Using the appropriate surface geophysical methods, the Engineer shall search for detectible indications of the horizontal location of anticipated subsurface utilities.

- G.16. Mark all locations that can be validated, using paint, flags or other devices.
- G.17. These services are for the purpose of aiding the design of the project by providing information related to subsurface utilities in order to allow potential utility conflicts to be minimized or eliminated.
- G.18. Prepare documentation of the utilities encountered and marked, including their general location, orientation, type & size.
- G.19. Deliverables: None, incorporation of SUE into drawings

H. Task 6 - Construction Administration

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

- H.1. Attend Pre-Construction Conference and Issue a Notice to Proceed letter to the Contractor.
- H.2. Attend up to 4 bi-monthly progress/coordination meetings, through the anticipated duration of construction.
- H.3. Perform up to 6 site visits to determine the overall progress of construction and conformance with plans and specifications
- H.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.
- H.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.
- H.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.

Exhibit B - Compensation Pricing Schedule



City of Coppel
Water System Redundancy Projects
Emergency Water System Interconnects - Lewisville & Grapevine
Engineering Fee Summary
8/3/2022

Basic Services			
Task 1	Project Management	\$	10,970
Task 2	Preliminary Engineering (30%)	\$	22,790
Task 3	Preliminary Design (60%)	\$	77,780
Task 4	Final Design (90% and Final)	\$	62,890
Task 5	Bid Phase services	\$	10,450
Basic Services Total		\$	184,880
Special Services (Time & Materials)			
Task 6	Design Survey & Easement Documents		
	Design Survey (4 locations)	\$	36,000
	Easement Documents	\$	31,000
Task 7	Subsurface Utility Engineering		
	Level B (4 locations)	\$	52,000
	Level A (20 testholes)	\$	40,000
Task 8	Construction Phase Services	\$	25,580
Task 9	Electrical Engineering	\$	56,500
Special Services Total		\$	241,080
Sub-Total		\$	425,960