

City of Coppell Village Parkway Standby Generator Attachment A

Scope of Services

BACKGROUND

This project will provide the final design phase and construction phase services for installing a permanently installed standby electric generator at the Village Parkway Pump Station along with other improvements. Gupta & Associates, Inc. (GAI) will perform both the electrical distribution and controls (ED&C) and the instrumentation and controls (I&C) design as a prime consultant to the Owner.

Site civil engineering, structural engineering, geotechnical engineering, and topographic survey services will be provided by BGE as a sub-consultant to GAI.

ASSUMPTIONS

In developing the scope of work and associated task budgets discussed in this proposal, GAI has made the assumptions outlined below:

1. GAI has not included any of the following in this proposal:
 - a. Software licenses or hardware.
 - b. PLC or HMI programming.
 - c. Preliminary paper study or detailed physical radio path study.
2. The anticipated schedule for this work is:
 - a. Final Design Phase: 6 Months
 - b. Construction Phase: 12 Months
3. Opinions of Probable Construction Costs (OPCC) will be provided for each submittal. OPCCs are engineering estimates and are not warranted.

SCOPE OF WORK

BASIC SERVICES SECTION

PROJECT UNDERSTANDING

The existing conditions at the various sites are as follows:

1. Electrical Distribution and Controls
 - a. There are two Oncor primary services to the pump station. Power is stepped down to 4,160V through two pad-mounted Oncor transformers that are rated 24kV – 4160V, 2500kVA.
 - b. These power two main breakers (Main A and Main B) in a main-tie-main 5kV, 1200A rated switchgear line-up.
 - i. Main A serves a 5kV, 1000A rated motor control center (MCC-HA)

- ii. Main B serves a 5kV, 1000A rated motor control center (MCC-HB)
- c. There is a 480V MCC (MCC-LD) that is powered from MCC-HB through a 500kVA pad-mounted transformer
- d. There is another Oncor transformer that serves 208Y/120V to one side of an automatic transfer switch (MCC-LC).
 - iii. The other side of MCC-LC is powered from a 112.5kVA transformer that is powered from MCC-LD.
 - iv. MCC-LD powers various exhaust fans, electric unit heaters, lighting, and controls.

2. Loads

- a. The pump motor loads at this pump station are:

Service Point	Description	Controller	HP	Voltage	FLA
MCC-HA	Pump WP-1	FVNR	450	4160	57.0
MCC-HA	Pump WP-2	FVNR	450	4160	57.0
MCC-HB	Pump WP-3	FVNR	450	4160	57.0
MCC-HB	Pump WP-4	RVSS	600	4160	81.1
MCC-LD	Pump WP-5	RVSS	250	460	290.0
MCC-LD	Pump WP-6	RVSS	250	460	290.0

- b. The non-pump motor loads at this pump station include:
 - i. Exhaust fans (4)
 - ii. Electric unit heaters (6)
 - iii. HVAC equipment
 - iv. Various lighting panels

3. Operations

- a. The main-tie-main breakers are mechanically interlocked with "Kirk Keys".
- b. Both mains are usually closed and the tie breaker is usually open.
- c. In order to switch services, these 5kV breakers must be open/closed and racked in/out manually.
- d. When there is a power failure of one primary service, normal routine is to operate the pump station on the one remaining service.

- 4. A Preliminary Engineering Report (PER) has been provided for the generator design. This PER was an evaluation of how each of how various options could be implemented. This PER will serve as the basis of design for the final design effort with the following adjustments:

- a. The generator will be sized and connected to support the Riverchase Feeder only.
- b. The location of the generator will be on the east side of the 4MGD ground storage tank, close to the utility transformers.
- c. The generator engine exhaust will be designed to comply with the EPA Tier 2 requirements. It will be designed for standby purposes only, not intended to take

advantage of any utility incentives such as the ERCOT Emergency Response Service (ERS).

5. The remaining work associated with the replacement of the switchgear and motor control centers electronic protective relays will be executed under this project.
 - a. The existing electro-mechanical protective relays in the 4160V switchgear will be replaced with Schweitzer Engineering Labs (SEL) relays that the Owner has already obtained.
 - b. The existing Westinghouse IQ-Series protective relays in the 480V MCC will be replaced with Schweitzer Engineering Labs (SEL) relays that the Owner has already obtained.
 - c. All new SEL relays will be connected via Ethernet Cat5e cabling to a new network switch. This switch will then be connected to the existing pump station RTU for remote monitoring.
 - d. A power study was performed by Schneider Electric in May, 2016. The construction specifications for this new Project will be written to require that Schneider Electric be contracted to provide an update to this model. That update is to provide the proper protective device settings and updated Arc Flash Hazard labeling for this Pump Station.

TASK 1.0 – PROJECT MANAGEMENT

Objective

Provide proactive project management for the work to be performed.

Methodology

Project Management:

1. Meetings to be conducted at the Owner's offices:
 - a. Design Phase
 - i. One Project Kickoff Meeting
 - ii. Two Design Review Meetings following the 60% and Pre-Final Submittals
 - iii. Two Design Progress Meetings
 - b. Advertisement Phase
 - i. One Pre-Bid Meeting
 - c. Construction Phase
 - i. One Pre-Construction Kickoff Meeting
 - ii. Ten Construction Progress Meetings
2. At two major milestones, GAI will submit a set of engineering documents in PDF format for review by the Owner.
 - a. These milestones are:
 - i. 60% Design Review Submittal that consists of preliminary drawings (based upon the preliminary sheet listing provided above) and a Table of Contents for the Construction Specifications.
 - ii. Pre-Final Design Review Submittal that consists of a full set of drawings and construction specifications.
 - b. GAI will conduct a review of each submittal package at the Owner's office as part of the submittal process. GAI anticipates these meetings will last two hours each.

- c. After the Owner has had time to review the submittal and provide comments, GAI will provide a written response to the Owner's design review comments. Comments from the Owner's review of the Final PER will be incorporated into the Design Phase as appropriate.
1. GAI will provide monthly invoicing to the Owner. Invoice will include a monthly project status report and updated project schedule.

Subconsultants:

1. GAI will utilize the services of BGE as a subconsultant to provide the civil and structural engineering design services as well as topographic survey. GAI will provide all project management of BGE. BGE will provide site civil evaluations for generator locations.
2. If needed, GAI will obtain the services of a geotechnical professional under the "Special Services" portion of this proposal.

Deliverables

The following deliverables will be submitted to the Owner at the completion of the above listed activities:

1. A meeting agenda in advance of each scheduled meeting.
2. A written response to the City's design review comments.
3. Monthly invoicing with project status report and updated project schedule.

TASK 2.0 – DESIGN PHASE

TASK 2.1 – Topographic Survey and Level B SUE

Objectives

Survey for design to include entire site including to the far side of the local street adjacent to the site.

Methodology

This task will involve a series of site visits and discussions with the Owner to review, document, and assess the conditions of the existing site. Each site visit will focus on the detailed installation and operational preferences regarding fuel storage and delivery, controls, and switchgear interface.

Deliverables

GAI will document any recommendations given or any decisions made by Owner's personnel during these site visits.

TASK 2.2 – Site Visits and Investigations

Objectives

This design package will connect a new standby generator and auto-throw scheme to an existing switchgear lineup, therefore the design package must accurately reflect the existing conditions.

Methodology

This task will involve a series of site visits and discussions with the Owner to review, document, and assess the conditions of the existing site. Each site visit will focus on the detailed installation

and operational preferences regarding fuel storage and delivery, controls, and switchgear interface.

Deliverables

GAI will document any recommendations given or any decisions made by Owner's personnel during these site visits.

TASK 2.3 – Design

Objectives

This task will provide the bidding documents including plans and construction specifications.

Methodology

1. GAI will conduct a Project Kickoff Meeting.
2. GAI will conduct site visits and inspections after the notice to proceed.
3. GAI will coordinate design efforts with BGE including the site topographic survey.
4. At two major milestones, at 60% Design and at a Pre-Final Design, GAI will submit a set of engineering documents for review by the Owner.
 - a. When submitting the draft document, GAI will participate in a 2-hour meeting at the Owner's facility to review the document with the Owner and answer any questions about the content. The purpose of this meeting will be to review the submittal with the Owner prior to the Owner providing review comments. These meetings will be coordinated with the Owner and a preliminary agenda will be provided prior to the meeting.
 - b. After the Owner has a chance to review the draft report, the Owner should provide GAI review comments. Once GAI has received Owner's written review comments, GAI will prepare a formal response to each written comment made by the Owner. Modifications necessitated by these Owner-provided review comments will then be incorporated into the next submittal.
5. GAI will conduct in two other status meetings/workshops to review design progress. These meetings are in addition to the design review meetings.

Deliverables

The following will be provided with each submittal:

1. Plan drawings including:
 - a. Electrical drawings including one-line diagrams, wiring schematics, network architectural, etc.
 - b. Site plans including conduit routing, site grading and drainage, erosion control
 - c. Structural equipment pads for the generator and switchgear
2. Construction specifications
3. Engineering opinion of probable construction costs (OPCC)
4. Design Review Meeting agenda
5. Design Review Comments Responses

TASK 3.0 – ADVERTISEMENT PHASE

Objectives

Solicit and evaluate sealed competitive bids.

Methodology

1. Incorporate Owner-provided standard front-end documents into the bid documents.
2. Conduct one non-mandatory pre-bid meeting for interested parties.
3. Respond to bidders' requests for information (RFIs).
4. Issue clarifications and addenda as necessary.
5. The Owner is to handle all advertisements and providing plans/specifications to interested parties.
6. Participate in bid opening.

Deliverables

Approved for bidding plans and specifications in PDF format for advertisement.

TASK 4.0 – CONSTRUCTION PHASE

Objectives

This task will assist the Owner throughout the construction phase in order to provide an efficient and timely installation.

Methodology

1. Conduct pre-construction kickoff meeting.
2. Conduct monthly construction progress meetings (assumed qty: 10).
3. Respond to Contractor's RFIs (assumed qty: 8).
4. Review and respond to Contractor's shop drawing and O&M submittals (assumed qty: 16).
5. Conduct in a final walk-through/punchlist site visit.

The final PER will document the various options and make recommendations for the proposed modifications. The final PER will serve as the basis of design for these modifications.

Deliverables

The following deliverables will be submitted to the Owner:

1. GAI will provide conformed documents:
 - a. Four half-size hard copies of plans (two for Contractor, two for Owner).
 - b. Two full-size hard copies of plans (one for Contractor, one for Owner).
 - c. Four hard copies of specifications (two for Contractor, two for Owner).
2. Provide record documents based upon Construction Contractor's redline markups:
 - a. Two half-size hard copies of plans for Owner.
 - b. One CD of PDF of plan files.

SPECIAL SERVICES SECTION

Special services will be performed if specifically authorized by the Owner. These services will be on a time and material basis to perform the following:

Emergency Bypass Pump Monitoring

GAI will provide final design of the remote monitoring required for the proposed temporary emergency bypass engine driven pumps. This design will be based upon the results of a preliminary engineering report to be provided by others.

Witnessed Testing

GAI will witness specific factory acceptance testing. The travel and living (T&L) expenses for at least one representative from the Owner and one from GAI are to be covered by the Construction Contractor. Therefore, only the engineering labor is included. This testing will consist of:

1. Switchgear
2. Generator

GAI will participate in site acceptance testing, field startup, and commissioning. This work includes up to one man-week of time on site.

Level A SUE

GAI's subconsultant will provide up to four excavations to determine location and elevation of existing pipelines and ductbanks.

Geotechnical Engineering

GAI's subconsultant will provide geotechnical investigation with up to two borings. This item may not be required if previous geotechnical information is available and sufficient.

FEE

The scope of work defined above is to be performed on a fixed fee (Basic Services) basis and a time and material basis (Special Services) as shown below:

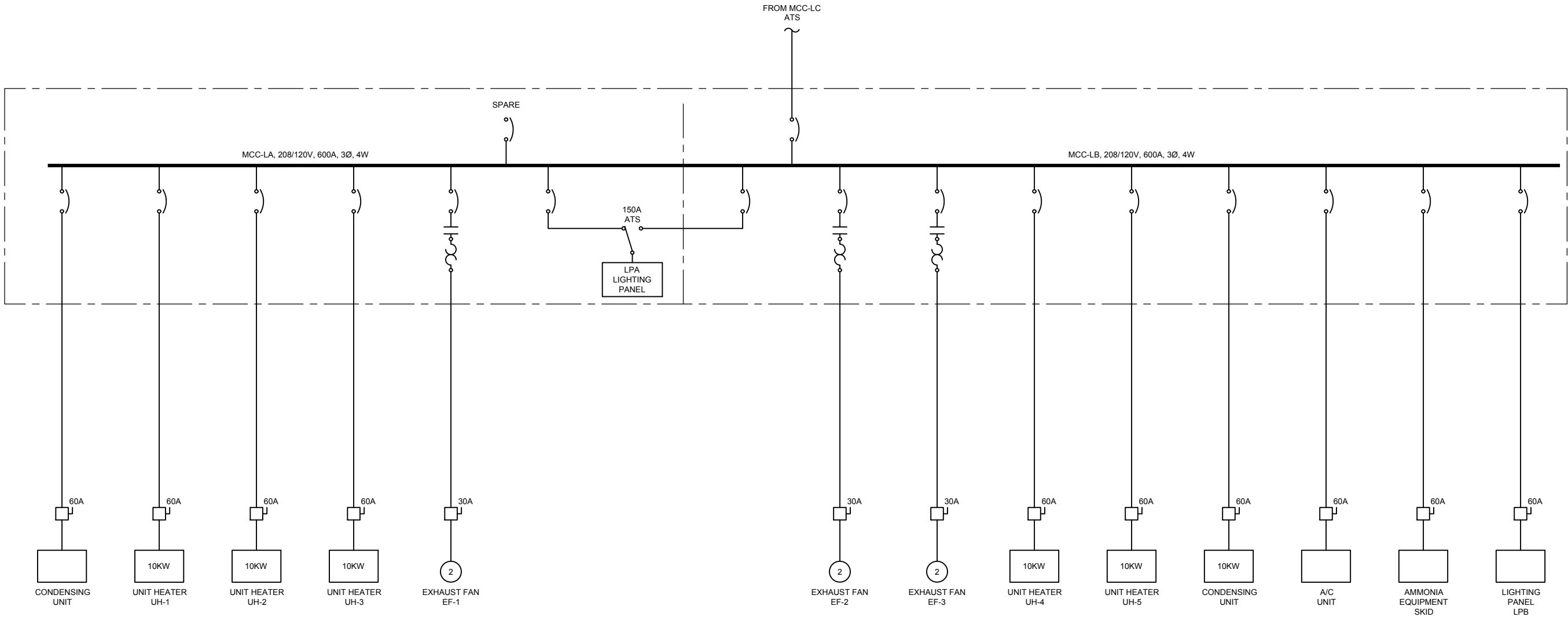
Basic Services:

Category	ED&C	I&C	Civil & Structural	Total
Project Management	\$1,712	\$349	\$2,200	\$4,261
Final Design	\$54,192	\$11,050	\$26,800	\$92,042
Advertisement	\$1,560	\$318	\$2,000	\$3,879
Construction	\$22,310	\$4,549	\$11,500	\$38,359
Total	\$79,774	\$16,266	\$42,500	\$138,540

Special Services:

Category	ED&C	I&C	Civil & Structural	Total
Special Services	\$10,765	\$17,195	\$9,000	\$36,960

9/6/2019 4:28 PM Z:\322_Coppell Village Parkway Standby Generator\2 Report Phase\Report\Figures\00E02.dwg Sergio Lopez



EXISTING MCC-LA & MCC-LB ONE-LINE
DIAGRAM

REV. NO.	DATE	DRWN	REMARKS

DESIGNED BY: X. XXXXX
DRAWN BY: X. XXXXX
SHEET CHK'D BY: X. XXXXX
APPROVED BY: X. XXXXX
DATE: MAY 2019

GAI
Gupta & Associates, Inc.
CONSULTING ENGINEERING
Registration No. F-2593

13717 Neutron Road
Dallas, Texas 75244
Tel: 972-490-7161
Fax: 972-490-7125
email: gai@gaiconsulting.com



CITY OF COPPELL, TEXAS
**COPPELL VILLAGE PARKWAY
STANDBY GENERATOR**

ELECTRICAL
**EXISTING MCC-LA & MCC-LB
ONE-LINE**

THIS DOCUMENT IS RELEASED
FOR THE PURPOSE OF
INTERIM REVIEW UNDER THE
AUTHORITY OF
WILLIAM D. SAKO,
P.E. NO 93283
ON 05/XX/2019, IT IS
NOT TO BE USED FOR
CONSTRUCTION

PROJECT BID NO. XXXXX
FILE NAME: 00E02

SHEET NO.
APPENDIX B
XX OF XXX

XX% SUBMITTAL - NOT FOR CONSTRUCTION

Coppell Village Parkway Pump Station

Possible Generator Locations

Option 1:
Remove the existing chemical facilities
and install new screening wall;
Concerns about accessibility and
underground ductbank

Option 2:
Install new screening wall;
Concerns about noise abatement

Preferred Location

Option 3:
Biggest concern is drainage and site
work for grading



June 11, 2020

George Luke, PE
13717 Neutron Rd.
Dallas, TX 75244

Re: Proposal for Professional Design Services
City of Coppell, Village Parkway Pumps Emergency Generator

Dear George:

We are pleased to present this scope of work for the referenced project, which will consist of the design of the site work, and structural concrete foundation for a new emergency generator.

We propose to provide these professional services for a total fee of \$53,100. This consists of basic services on a lump sum basis to provide design, bid phase and construction phase services as well as special services on a time & materials basis to provide geotechnical investigation, and Level A SUE as needed. The fee and summary of tasks for this proposal is summarized in the Fee Calculation below.

We appreciate the opportunity to be of service to your firm and look forward to working with you on this project. If you have any questions, please call me at (972) 464-4800.

Sincerely,

A handwritten signature in blue ink, appearing to read "Bryant Caswell", is positioned above the printed name.

Bryant Caswell, PE
Senior Project Manager

BC/lb

AGREED AND ACCEPTED BY:

Gupta & Associates, Inc.:

SIGNED: _____

NAME: _____

TITLE: _____

DATE: _____

Summary of Services

Basic Services

1. Project Management
2. 30% Concept Design – Creation of a conceptual site plan from project information including review of as-built plans; conceptual OPCC.
3. 60% Preliminary Design - Develop preliminary plans including sheets for general notes, existing site and demolition plan, site grading and drainage plan, erosion control plan, standard and special details, and structural design plans and sections for the foundation and support slab for the generator. Includes one (1) design review meeting.
4. 90% & Final Design – Develop 90% and Final plans, including incorporation of City and GAI review comment on previous work mentioned above, plus Final OPCC, specifications and bid documents for a single bid package. Includes attendance of one (1) design meeting.
5. Bid Phase Services - Provide assistance during bid phase responding to bidders' questions, creation of addenda. Attend two (2) meetings to include the pre bid meeting and bid opening. Assist GAI in evaluation of bids.
6. Construction Administration Services – includes review of up to four (4) submittals, and response to up to four (4) RFI. Attend seven (7) meetings including a pre-construction meeting, two (2) progress meetings and four (4) site visits and one (1) final walkthrough. Assist GAI in preparation of the punch list and record drawings.
7. Topographic Survey, including Level B SUE – survey for design to include the entire site including to the far side of the local street adjacent to the site.

Special services

8. Geotechnical Engineering – includes geotechnical investigation with up to two (2) borings. This item may not be required if previous geotechnical information is available and sufficient.
9. Level A SUE – up to four (4) excavations to determine location and elevation of existing pipelines and duct banks.

Fee Calculation

Basic Services

1. Project Management	\$	2,200
2. 30% Concept Design	\$	5,000
3. 60% Preliminary Design	\$	11,900
4. 90% & Final Design	\$	9,900
5. Bid Phase Services	\$	2,000
6. Construction Administration Services	\$	3,400
7. Topographic Survey, including Level B SUE	\$	8,100
Total Basic Services	\$	42,500

Special Services

1. Geotechnical Engineering	\$	3,000
2. Level A SUE	\$	6,000
Total Special Services	\$	9,000

Total	\$	51,500
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Attachment A

Standard Terms and Conditions

1. **STANDARD OF CARE:** Professional Services shall be performed in accordance with and limited to the standard of professional practice ordinarily exercised by the applicable profession at the time and within the locality where the Professional Services are performed. Professional services are not subject to, nor can or will Brown & Gay Engineers, Inc. (BGE) provide any warranty or guarantee, express or implied, regarding the Professional Services to be supplied by BGE. Any such warranties or guarantees contained in any purchase orders, requisitions, or notices to proceed issued by Client are specifically objected to and shall not be a part of the agreement. BGE DISCLAIMS ANY AND ALL EXPRESS, STATUTORY AND IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF FITNESS FOR PARTICULAR PURPOSE, MERCHANTABILITY, AND GOOD AND WORKMANLIKE MANNER.
2. **COMPENSATION:** Direct personnel expense shall be defined as: the cost of salaries and fringe benefit costs related to vacation, holiday, and sick leave pay; contributions for Social Security, Worker's Compensation Insurance, retirement benefits, and medical and insurance benefits; unemployment and payroll taxes; and other allowed benefits of those employees directly engaged in the performance of the requested service.

Reimbursable costs include: fees of Professional Services and out-of-pocket expenses, the cost of which shall be charged at actual costs plus an administrative charge of 10% and shall be itemized and included in the invoice.

Typical out-of-pocket expenses shall include, but not limited to, travel expenses (lodging, meals, etc.). Job-related mileage at the prevailing IRS rate; long distance telephone calls; courier, printing and reproduction costs; and survey supplies and materials. In the event the requested service involves the use of electronic measuring equipment, computers, plotters, and other special equipment such as boats, swamp buggies, etc., an additional direct charge shall be made for the use of this equipment.

It is understood and agreed that BGE's services under this Agreement are limited to those described in the Scope of Services and do not include participation in or control over the operation of any aspect of the project. Compensation under this Agreement does not include any amount for participating in or controlling of any such operation.
3. **INVOICE PROCEDURES AND PAYMENT:** BGE shall submit invoices to the Client for work accomplished during each calendar month. For services provided on a Lump Sum basis, the amount of each monthly invoice shall be determined on the "percentage of completion method," whereby BGE will estimate the percentage of the total work (provided on a Lump Sum basis) accomplished during the invoicing period. Monthly invoices shall include, separately listed, any charges for services for which time charges and/or unit costs shall apply. Such invoices shall also include, separately listed, any charges for Professional Services and reimbursable costs. Such invoices shall be submitted by BGE as soon as possible after the end of the month in which the work was accomplished and shall be due and payable by the Client upon receipt.

The Client, as Owner or authorized agent for the Owner, hereby agrees that payment as provided herein will be made for said work within 30 days from the date the invoice for the same is mailed to the Client at the address set out herein or is otherwise delivered, and, in default of such payment, hereby agrees to pay all costs of collection, including reasonable attorney's fees, regardless of whether legal action is initiated. The Client hereby acknowledges that unpaid invoices shall accrue interest at the maximum rate allowed by law after they have been outstanding for over 30 days. BGE reserves the right to suspend all services on the Client's project without notice if an invoice remains unpaid 45 days after date of invoice. The suspension shall remain in effect until all unpaid invoices are paid in full.
4. **COST ESTIMATES:** Any cost estimates provided by BGE are opinions based on the experience and judgment of BGE. Client hereby acknowledges that BGE cannot warrant that any cost estimates provided by BGE will not vary from actual costs incurred by Client.
5. **DELAYS:** Although BGE may specify completion date of the work, that date is subject to and shall be extended by delays caused by conditions beyond the control of BGE, including but not limited to, the availability of required materials; acts of or disputes with Client; change orders that expand the scope of the work or cause delay in acquisition of materials; riots, civil commotions, war, insurrections, strikes, lockouts, fire, or other casualty; acts of God; inclement weather which interferes with normal scheduling of the work; failure of Client to make decisions; judicial restraint or delays in securing governmental approvals; permits or other authorizations. In the event of such delay, BGE shall be entitled to an extension of time for performance and additional compensation.
6. **LIMIT OF LIABILITY:** TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY OF BGE AND ITS EMPLOYEES, OFFICERS, DIRECTORS, SUBCONSULTANTS AND SUBCONTRACTORS, TO CLIENT OR ANY PARTY CLAIMING BY, THROUGH OR UNDER CLIENT, FOR ANY AND ALL INJURIES, CLAIMS, LOSSES, EXPENSES, OR DAMAGES WHATSOEVER FROM ANY CAUSE OR CAUSES, INCLUDING, BUT NOT LIMITED TO, STRICT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, OR ERRORS OR OMISSIONS SHALL BE LIMITED TO THE TOTAL COMPENSATION RECEIVED BY BGE UNDER THE TERMS OF THIS AGREEMENT.
7. **CONSTRUCTION SERVICES:** If, under this Agreement, Professional Services are provided during the construction phase of the project, BGE shall not supervise, be responsible for or have control over any contractor's means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with any contractor's work; nor shall BGE be responsible for the contractor's failure to carry out the Work in accordance with the Contract Documents or for the Contractor's failure to comply with applicable laws, ordinances, rules or regulations. The Client agrees that any contractors shall be solely responsible for jobsite and worker safety and warrants that this intent shall be carried out in the Client's contract with the contractors. Client understands that construction phase services are not intended to be a detailed check or an inspection of any contractor's work. CLIENT AGREES TO INDEMNIFY AND HOLD HARMLESS BGE FROM ALL CLAIMS, LOSSES, DAMAGES, ATTORNEY FEES, INJURIES, JUDGMENTS, CAUSES OF ACTIONS, AND SUITS OF ANY AND ALL KIND, FOR BODILY INJURY, DEATH, OR PROPERTY DAMAGES ARISING OUT OF THE PROJECT AND THE WORK.
8. **CONSEQUENTIAL DAMAGES. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, AND TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER THE CLIENT NOR BGE, THEIR RESPECTIVE OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, CONTRACTORS OR SUBCONSULTANTS SHALL BE LIABLE TO THE OTHER OR SHALL MAKE ANY CLAIM FOR ANY INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR CONNECTED IN ANY WAY TO THE PROJECT OR TO THIS AGREEMENT. THIS MUTUAL WAIVER OF INCIDENTAL, INDIRECT AND CONSEQUENTIAL**

Attachment A

Standard Terms and Conditions

DAMAGES SHALL INCLUDE, BUT IS NOT LIMITED TO, LOSS OF USE, LOSS OF PROFIT, LOSS OF BUSINESS, LOSS OF INCOME, LOSS OF REPUTATION, LOSS OF OPPORTUNITY AND ANY OTHER CONSEQUENTIAL DAMAGES THAT EITHER PARTY MAY HAVE INCURRED FROM ANY CAUSE OF ACTION INCLUDING NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT AND BREACH OF STRICT OR IMPLIED WARRANTY. BOTH THE CLIENT AND BGE SHALL REQUIRE SIMILAR WAIVERS OF CONSEQUENTIAL DAMAGES PROTECTING ALL ENTITIES OR PERSONS NAMED HEREIN IN ALL CONTRACTS AND SUBCONTRACTS WITH OTHERS INVOLVED IN THIS PROJECT.

9. **ASSIGNMENT AND NO THIRD PARTY BENEFICIARIES:** Neither Client nor BGE shall assign, sublet, or transfer his interest in this Agreement without the written consent of the other. Nothing herein shall be construed as giving any rights or benefits hereunder to anyone other than Client and BGE. Client and BGE agree that there are no third party beneficiaries to this Agreement. Client's representative signing below warrants that he or she has full authority to bind Client to this Agreement.
10. **SUSPENSION, TERMINATION, CANCELLATION OR ABANDONMENT:** In the event the project described in the Scope of Services, or the services of BGE called for under this Agreement, is/are suspended, cancelled, terminated or abandoned by the Client for the Client's convenience, BGE shall be given seven (7) days prior written notice of such action and shall be compensated for the professional services and reimbursable expenses provided up to the date of suspension, termination, cancellation or abandonment plus anticipated profit on those professional services not performed by BGE. In the event either Client or BGE seeks to terminate the Agreement based on the material breach of this Agreement, the party seeking to terminate the Agreement shall give written notice of the alleged breach and that party shall have ten (10) days after receipt of the written notice to cure the alleged breach. If the alleged breach has not been cured within that ten (10) day cure period, then the party claiming breach may terminate the Agreement for cause. If the Client terminates the Agreement for cause, then BGE shall be compensated for all professional services performed prior to termination plus reimbursable expenses. In the event BGE terminates this Agreement for cause, Client waives any and all claims or causes of action against BGE relating to BGE's services under this Agreement.
11. **ENTIRETY OF AGREEMENT:** The Agreement embodies the entire agreement and understanding between the parties hereto, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby. No alteration, change or modification of the terms of this Agreement shall be valid unless made in writing and signed by both parties and attached hereto.
12. **OWNERSHIP OF DOCUMENTS:**
 - a. All designs, drawings, specifications, documents, and other work products of the BGE (collectively, the "Documents"), whether in hard copy or electronic form, are instruments of service for the services and are owned by BGE regardless of whether or not services are completed. Reuse, change or alteration of the Documents by the Client or by others acting through or on behalf of the Client is not permitted without the written consent of BGE. BGE grants to Client a nonexclusive license to reproduce the Documents solely for the purpose of constructing and maintaining the Project. Any termination of the Agreement prior to final completion of construction of the Project shall terminate this license. Upon such termination, and unless otherwise agreed by BGE in writing, the Client (and any third party who received copies of the Documents from Client) shall refrain from making further reproductions of the Documents and shall return to BGE within seven days of termination all originals and reproductions in the Client's possession, custody and control.
 - b. ANY REUSE, CHANGE OR ALTERATION BY THE CLIENT OR THIRD PARTIES IS AT THEIR OWN RISK AND TO THE FULLEST EXTENT OF THE LAW CLIENT AGREES TO HOLD HARMLESS AND INDEMNIFY BGE, ITS OFFICERS, PARTNERS, EMPLOYEES, AND SUBCONTRACTORS FROM ALL CLAIMS, DAMAGES, LOSSES, EXPENSES AND COSTS (INCLUDING ATTORNEYS' FEES), INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR BGE'S ALLEGED NEGLIGENCE, ARISING OUT OF OR RELATED TO SUCH AUTHORIZED OR UNAUTHORIZED REUSE, CHANGE OR ALTERATION.
13. **WAIVER:** Any failure by BGE to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and BGE may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.
14. **DISPUTE RESOLUTION:**
 - a. **Mediation.** Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to non-binding mediation as a condition precedent to the commencement of arbitration by either party. If such matter relates to or is the subject of a lien arising out of BGE's services, then BGE may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or other legal proceedings.
The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the county where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.
 - b. **Arbitration.** Any claims, disputes and other matters in question between the parties that are not resolved by mediation shall be decided by arbitration which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. The demand for arbitration shall be filed in writing with the other party to the Agreement and with the American Arbitration Association. With the sole exception of any subconsultants hired by BGE, no arbitration arising out of or relating to the Agreement shall include, by consolidation or joinder or in any other manner, an additional person or entity not a party to this Agreement. The foregoing agreement to arbitration shall be specifically enforceable in accordance with applicable law in any court having jurisdiction. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction.
15. **HAZARDOUS WASTE, MATERIALS OR SUBSTANCES:** Unless otherwise specifically provided in this Agreement, BGE shall not be responsible for or have control over the discovery, presence, handling, removal, transport or disposal of hazardous waste, materials or substances in any form on the project site. Client is solely responsible for compliance and enforcement of same with respect to all applicable federal, state and local statutes, rules and regulation regarding hazardous waste.
16. **GOVERNING LAW:** This Agreement shall be governed by and construed according to the laws of the State where the site of the work is located.

Attachment A

Standard Terms and Conditions

17. **CLIENT SUPPLIED DOCUMENTS AND INFORMATION:** Client warrants that all documentation and information provided by Client to BGE for use in performing the services hereunder is accurate and may be relied upon by BGE in all respects, and that Client has the right to provide such documentation and information to BGE.. BGE shall have no liability to Client for any damages or claims arising out of any errors contained in such documents and information and BGE's use and reliance upon the same. Client hereby agrees to indemnify and hold BGE harmless from any and all liabilities, claims and lawsuits arising out of BGE's Use and reliance upon such documentation and information and for any claims of infringement or ownership disputes involving such documentation and information..
18. **CORPORATE LIABILITY:** Client understands and agrees that BGE is a business entity that has contracted to perform services, and any services provided by BGE's employees, agents or officers are not provided in their individual capacity. Client will not make any claim or demand against any of BGE's
19. **REGULATORY CHANGES:** In the event that there are modifications or additions to regulatory requirements relating to the services to be performed under this Agreement after the date of execution of this Agreement, the increased or decreased cost of performance of the services provided for in this Agreement shall be reflected in an appropriate Additional Services amendment.
20. **CHANGED CONDITIONS:** The Client and BGE acknowledge the possibility of occurrences or discoveries that were not originally contemplated by or known to the BGE. Should Client or BGE call for contract renegotiation, they shall identify the changed conditions necessitating renegotiation, and BGE and the Client shall promptly and in good faith enter into renegotiation of this Agreement. If the terms cannot be agreed to, the parties agree that either party has the right to terminate the Agreement
21. **PERMITS:** Client is responsible for obtaining and complying with all required permits or other approvals of, and for giving any required notices to, all governmental and quasi-governmental authorities having jurisdiction over the Services or the Property. Client will provide to BGE copies of any such permits or any such notices, together with any other relevant information that will alert BGE to the requirements of such permits, approvals, or notifications.
22. **ATTORNEY'S FEES:** In the event BGE's invoices for Services are given to any attorney for collection, or if suit is brought for collection, or if they are collected through probate, bankruptcy, or other judicial proceeding, then Client shall pay BGE all costs of collection, including the maximum attorneys' fees allowed by law and court costs, in addition to other amounts due.
23. **FIDUCIARY RESPONSIBILITY:** BGE makes no warranty, either expressed or implied, as to BGE's findings, recommendations, Documents, or professional advice. Any warranties or guarantees contained in any purchase orders, contracts, certifications, requisitions, or notices to proceed issued by the Client are specifically objected to and excluded. Client recognizes that neither BGE nor any of BGE's Subconsultants or subcontractors owes any fiduciary responsibility or duty to Client.