

THE STATE OF TEXAS   §     **PROFESSIONAL SERVICES CONTRACT**  
                                  §     **(For Architectural / Engineering Services)**  
COUNTY OF COLLIN   §     **with Gresham Smith**

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THIS CONTRACT is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,<sup>1</sup> by and between the **CITY OF MCKINNEY, TEXAS**, a municipal corporation located in Collin County, Texas, (hereinafter referred to as "CITY"), acting by and through its City Manager or his designee, and **Gresham Smith**, a Tennessee Partnership, ("hereinafter referred to as "CONSULTANT") whose address is 500 N. Akard Street, Suite 3210, Dallas, Texas 75201.

W I T N E S S E T H:

WHEREAS, CITY desires to obtain architectural / engineering services from CONSULTANT for CIP project WW2550 – Raising manholes along Wilson Creek; and

WHEREAS, CONSULTANT is an architectural or engineering firm qualified to provide such services and is willing to undertake the performance of such services for CITY in exchange for fees hereinafter specified; NOW, THEREFORE,

IN CONSIDERATION of the covenants and agreements hereinafter contained and subject to the terms and conditions hereinafter stated, the parties hereto do mutually agree as follows:

**I.**  
**Employment of Consultant**

CONSULTANT will perform as an independent contractor all services under this Contract to the prevailing professional standards consistent with the professional level of care and skill ordinarily provided by competent members of the architectural and engineering professions, both public and private, currently practicing in the same or similar locality under the same or similar circumstances and professional license including but not limited to the exercise of reasonable, informed judgments and prompt, timely action considering the ordinary professional skill and care of a competent engineer or architect. If CONSULTANT is representing that it has special expertise in one or more areas to be utilized in this Contract, then CONSULTANT agrees to perform those special expertise services to the appropriate local, regional and national professional standards.

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<sup>1</sup> If this date is omitted, the effective date shall be the date the Agreement is executed by the City.

## II. Scope of Services

CONSULTANT shall perform such services as are necessary to design how to raise manholes along Wilson Creek specifically including, but not necessarily limited to, the tasks enumerated more fully in Attachment "A" hereto entitled "Scope of Work" (hereafter referred to as the "Project"). Attachment "A" is hereby incorporated herein by reference and made a part hereof as if written word for word. However, in case of conflict in the language of Attachment "A" and this Contract, the terms and conditions of this Contract shall be final and binding upon both parties hereto.

## III. Payment for Services

Total payment for the performance and delivery of the services described herein shall be a sum not to exceed **One Hundred Fifty-Nine Thousand Nine Hundred Eighty and No/100<sup>ths</sup> Dollars (\$159,980.00)** ("Total Payment Amount"). This Total Payment Amount includes CONSULTANT's "Reimbursable Expenses" as defined herein below.

CONSULTANT will bill CITY for the performance and delivery of the services described herein on a percent complete basis in accordance with Attachment "B" hereto entitled "Fees and Expenses" and will also bill CITY for the "Reimbursable Expenses" identified in Attachment "B"; provided however that this Contract shall control in the event of any conflict between the language in Attachment "B" and the language in this Contract. If additional services, trips or expenses are requested, CONSULTANT will not provide such additional services or trips or incur additional expenses until authorized by CITY in writing to proceed. The scope of services shall be strictly limited. CITY shall not be required to pay any amount in excess of the amount identified in the preceding paragraph unless CITY shall have approved in writing in advance (prior to the performance of additional work or expenditure of funds for additional trips or expenses) the payment of additional amounts.

CONSULTANT will be compensated for the following **reasonable and documented** "Reimbursable Expenses," if any, from the Total Payment Amount to the extent such expenses are directly related to CONSULTANT's performance of the Project provided the total amount of such Reimbursable Expenses together with the payment for all professional services to be performed hereunder does not exceed the Total Payment Amount: printing; photocopying; reproduction of drawings and specifications; postage; courier delivery services; long distance telephone calls; and, mileage at the allowable rate established by the Internal Revenue Service (collectively "Reimbursable Expenses"). Any expenses the CITY determines are not reasonable and directly related to CONSULTANT's performance of the Project, and/or which are not properly documented to the CITY, shall remain the sole responsibility of the CONSULTANT. Any expenses that do not fit within any of the categories of Reimbursable Expenses or which expenses are unusual or cumulatively exceed the

amount identified in Attachment "B" or the Total Payment Amount are considered "Extraordinary Expenses" and must be approved in advance by CITY in writing signed by the parties. If approved by CITY in writing in advance, such Extraordinary Expenses may be paid as incurred and billed to the CITY pursuant to this Contract over and above the Total Payment Amount identified in this provision. Any Extraordinary Expenses not approved in writing in advance by the CITY shall remain the sole responsibility of the CONSULTANT.

Each month CONSULTANT will submit to CITY an invoice supporting the percentage of work completed and reimbursable expenses incurred for which payment is sought. Each invoice shall also state the percentage of work completed on the Project through the end of the then submitted billing period, the total of the current invoice amount and a running total balance of the percentage of work completed and reimbursable expenses incurred for the Project to date.

Within thirty (30) days of receipt of each such monthly invoice CITY shall make monthly payments in the amount shown by CONSULTANT's approved monthly statements and other documentation submitted. Such payments shall be subject to the Texas Prompt Payment Act, Texas Government Code §§ 2251.001, *et seq.*

Nothing contained in this Contract shall require CITY to pay for any work that is unsatisfactory as determined by CITY or which is not submitted in compliance with the terms of this Contract, nor shall failure to withhold payment pursuant to the provisions of this section constitute a waiver of any right, at law or in equity, which CITY may have if CONSULTANT is in default, including the right to bring legal action for damages or for specific performance of this Contract. Waiver of any default under this Contract shall not be deemed a waiver of any subsequent default.

#### **IV. Revisions of the Scope of Services**

CITY reserves the right to revise or expand the scope of services after due approval by CITY as CITY may deem necessary, but in such event, CITY shall pay CONSULTANT equitable compensation for such services. In any event, when CONSULTANT is directed to revise or expand the scope of services under this Section of the Contract, CONSULTANT shall provide CITY a written proposal for the entire costs involved in performing such additional services. Prior to CONSULTANT undertaking any revised or expanded services as directed by CITY under this Contract, CITY must authorize in writing the nature and scope of the services and accept the method and amount of compensation and the time involved in all phases of the Project.

It is expressly understood and agreed by CONSULTANT that any compensation not specified in Paragraph III herein above may require McKinney City Council approval and is subject to the current budget year limitations.

**V.**  
**Term**

This Contract shall begin on the date first written above and shall terminate when CITY has approved the Project as being final or otherwise terminates this Contract as provided herein.

**VI.**  
**Contract Termination Provision**

This Contract may be terminated at any time by CITY for any cause by providing CONSULTANT thirty (30) days written notice of such termination. Upon receipt of such notice, CONSULTANT shall immediately terminate working on, placing orders or entering into contracts for supplies, assistance, facilities or materials in connection with this Contract and shall proceed to promptly cancel all existing contracts insofar as they are related to this Contract. CONSULTANT shall invoice CITY for all Services completed and shall be compensated in accordance with the terms of this Contract for all Services performed by CONSULTANT through the date such written notice of termination is received by CONSULTANT.

**VII.**  
**Ownership of Documents**

All materials and documents prepared or assembled by CONSULTANT under this Contract shall become the sole property of CITY and shall be delivered to CITY without restriction on future use. CONSULTANT may retain copies of all drawings, specifications and all other pertinent information for the work in CONSULTANT's files. CONSULTANT shall have no liability for changes made to any materials or other documents by others subsequent to the completion of the Contract.

**VIII.**  
**Insurance Requirements**

- A. Before commencing work, the CONSULTANT shall, at its own expense, procure, pay for and maintain the following insurance written by companies approved by the state of Texas and acceptable to the City of McKinney. The CONSULTANT shall furnish to the City of McKinney Procurement Services Manager certificates of insurance executed by the insurer or its authorized agent stating coverages, limits, expiration dates and compliance with all applicable required provisions. Certificates shall reference the project/contract number and be addressed as follows:

City of McKinney  
c/o Procurement Services  
P O Box 517  
McKinney, TX 75070

1. Commercial General Liability insurance, including, but not limited to Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Contractors and Contractual Liability, with minimum limits of \$1,000,000 per-occurrence and \$2,000,000 general aggregate. Coverage must be written on an occurrence form. The General Aggregate shall apply on a per project basis.
2. Workers' Compensation insurance with Texas statutory limits; and Employers' Liability coverage with minimum limits for bodily injury: a) by accident, \$500,000 each accident, b) by disease, \$500,000 per employee with a per policy aggregate of \$500,000.
3. Business Automobile Liability insurance covering owned, hired and non-owned vehicles, with a minimum combined single limit of \$1,000,000.
4. Professional Liability Insurance to provide coverage against any claim which the CONSULTANT becomes legally obligated to pay as damages arising out of the performance of professional services caused by error, omission or negligent act with minimum limits of \$1,000,000 each occurrence and \$2,000,000 aggregate.

**NOTE:** If the insurance is written on a claims-made form, coverage shall be continuous (by renewal or extended reporting period) for not less than thirty-six (36) months following completion of the contract and acceptance by the City of McKinney.

- B. With reference to the foregoing required insurance, the CONSULTANT agrees to the following:
1. A waiver of subrogation in favor of City of McKinney, its officials, employees, and officers shall be contained in the Workers' Compensation insurance policy.
  2. The City of McKinney, its officials, employees and officers shall be covered as additional insureds on the Commercial General Liability and Business Automobile Liability policies. Nothing contained in Section XII of this Agreement shall be interpreted or applied as limiting, reducing, or eliminating any obligation or duty that CONSULTANT's insurance carrier may owe to CITY as an additional insured under the CONSULTANT's general liability insurance policies required by this Agreement to provide the CITY with a defense and/or indemnify the CITY for any claim or cause of action, whether one or more, regardless of the proportionate responsibility or liability of the CONSULTANT or the CITY. Neither shall anything contained in this Section VIII be interpreted or applied as providing or otherwise entitling either CONSULTANT, CONSULTANT's insurance carrier or any other party any

right or ability to recover over against CITY any amounts of money attributable to damages, costs, expenses and/or attorneys' fees based on or arising out of a finding of comparative or proportionate responsibility or liability as against the CITY it being understood and agreed that CITY in no way intends by this Agreement to waive its sovereign immunity regarding any claim, suit or cause of action.

3. Policies of insurance shall not be cancelled non-renewed, terminated, or materially changed unless and until thirty (30) days' notice has been given to City of McKinney.

- C. Insurance limits can be met with a combination of primary and excess/umbrella coverage.
- D. All insurance shall be purchased from insurance companies that meet a financial rating of A-VI or better as assigned by A.M. Best Company or equivalent.
- E. The CONSULTANT shall require any contractors, sub-contractors, and other persons doing business with or for the CONSULTANT related to the work to maintain at least the insurance as required, or their liability shall be covered by the CONSULTANT.

## **IX.**

### **Right to Inspect Records**

CONSULTANT agrees that CITY shall have access to and the right to examine any directly pertinent books, documents, papers and records of CONSULTANT involving transactions relating to this Contract. CONSULTANT agrees that CITY shall have access during normal working hours to all necessary CONSULTANT facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. CITY shall give CONSULTANT reasonable advance notice of intended audits.

CONSULTANT further agrees to include in subcontract(s), if any, a provision that any subcontractor or engineer agrees that CITY shall have access to and the right to examine any directly pertinent books, documents, papers and records of such engineer or sub-contractor involving transactions to the subcontract, and further, that CITY shall have access during normal working hours to all such engineer or sub-contractor facilities and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with the provisions of the paragraph. CITY shall give any such engineer or sub-contractor reasonable advance notice of intended audits.

**X.**  
**Successors and Assigns**

CITY and CONSULTANT each bind themselves and their successors, executors, administrators and assigns to the other party to this contract and to the successors, executors, administrators and assigns of such other party in respect to all covenants of this Contract. Neither CITY nor CONSULTANT shall assign or transfer its interest herein without the prior written consent of the other.

**XI.**  
**CONSULTANT's Liability**

Acceptance of the final plans by the CITY shall not constitute nor be deemed a release of the responsibility and liability of CONSULTANT, its employees, associates, agents or consultants for the accuracy and competency of their designs, working drawings, specifications or other documents and work; nor shall such acceptance be deemed an assumption of responsibility by CITY for any defect in the designs, working drawings, specifications or other documents and work prepared by said CONSULTANT, its employees, associates, agents or sub-consultants.

**XII.**  
**INDEMNIFICATION**

**CONSULTANT DOES HEREBY COVENANT AND CONTRACT TO WAIVE ANY AND ALL CLAIMS, RELEASE, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS CITY COUNCIL, OFFICERS, EMPLOYEES, AND AGENTS, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM AND AGAINST ALL LIABILITY, CAUSES OF ACTION, CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LOSSES, PENALTIES OR SUITS, WHICH IN ANY WAY ARISE OUT OF, RELATE TO, OR RESULT FROM CONSULTANT'S PERFORMANCE UNDER THIS CONTRACT AND WHICH ARE CAUSED BY THE INTENTIONAL WRONGFUL ACTS OR NEGLIGENT ACTS OR OMISSIONS OF CONSULTANT OR CONSULTANT'S SUBCONTRACTORS AND THE OFFICERS, AGENTS OR EMPLOYEES OF EITHER CONSULTANT OR CONSULTANT'S SUBCONTRACTORS (THE "INDEMNIFIED ITEMS") SUBJECT TO THE LIMITATIONS IN TEXAS LOCAL GOVERNMENT CODE § 271.904 AND TEXAS CIVIL PRACTICE AND REMEDIES CODE § 130.002(B).**

**BY WAY OF EXAMPLE, THE INDEMNIFIED ITEMS MAY INCLUDE PERSONAL INJURY AND DEATH CLAIMS AND PROPERTY DAMAGE CLAIMS, INCLUDING THOSE FOR LOSS OF USE OF PROPERTY, AS WELL AS INTELLECTUAL PROPERTY INFRINGEMENT OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER.**

**INDEMNIFIED ITEMS SHALL INCLUDE REASONABLE ATTORNEYS' FEES IN PROPORTION TO THE CONSULTANT'S LIABILITY AND COSTS, COURT**

**COSTS, AND SETTLEMENT COSTS. INDEMNIFIED ITEMS SHALL ALSO INCLUDE ANY EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES, INCURRED BY AN INDEMNIFIED INDIVIDUAL OR ENTITY IN ATTEMPTING TO ENFORCE THIS INDEMNITY.**

**XIII.**

**Independent Contractor**

CONSULTANT's status shall be that of an Independent Contractor and not an agent, servant, employee or representative of CITY in the performance of this Contract. No term or provision of or act of CONSULTANT or CITY under this Contract shall be construed as changing that status. CONSULTANT will have exclusive control of and the exclusive right to control the details of the work performed hereunder, and shall be liable for the acts and omissions of its officers, agents, employees, contractors, subcontractors and engineers and the doctrine of respondeat superior shall not apply as between CITY and CONSULTANT, its officers, agents, employees, contractors, subcontractors and engineers, and nothing herein shall be construed as creating a partnership or joint enterprise between CITY and CONSULTANT.

**XIV.**

**Default**

If at any time during the term of this Contract, CONSULTANT shall fail to commence the work in accordance with the provisions of this Contract or fail to diligently provide services in an efficient, timely and careful manner and in strict accordance with the provisions of this Contract or fail to use an adequate number or quality of personnel to complete the work or fail to perform any of its obligations under this Contract, then CITY shall have the right, if CONSULTANT shall not cure any such default after thirty (30) days written notice thereof, to terminate this Contract. Any such act by CITY shall not be deemed a waiver of any other right or remedy of CITY. If after exercising any such remedy due to CONSULTANT's nonperformance under this Contract, the cost to CITY to complete the work to be performed under this Contract is in excess of that part of the Contract sum which has not theretofore been paid to CONSULTANT hereunder, CONSULTANT shall be liable for and shall reimburse CITY for such excess. CONSULTANT'S liability under this provision shall be limited to the total dollar amount of this Contract.

CITY's remedies for CONSULTANT's default or breach under this Contract shall be limited to one or more of the following remedies which may be exercised separately or in combination at CITY's sole exclusive choice:

- (a) Specific performance of the Contract;
- (b) Re-performance of this Contract at no extra charge to CITY; or,
- (c) Monetary damages in an amount not to exceed the greater of:



- (1) The amount of any applicable insurance coverage CONSULTANT is required to purchase and maintain under this Contract plus any deductible amount to be paid by CONSULTANT in conjunction with said coverage regardless of whether CONSULTANT has actually purchased and maintained said coverage; or,
- (2) The total dollar amount of this Contract.

The terms of Sections XII entitled Indemnification, and XVII entitled Confidential Information shall survive termination of this Contract.

#### **XV. Changes**

CITY may, from time to time, require changes in the scope of services to be performed under this Contract. Such changes as are mutually agreed upon by and between CITY and CONSULTANT shall be incorporated by written modification to this Contract.

#### **XVI. Conflict of Interest**

CONSULTANT covenants and agrees that CONSULTANT and its associates and employees will have no interest, and will acquire no interest, either direct or indirect, which will conflict in any manner with the performance of the services called for under this Contract. All activities, investigations and other efforts made by CONSULTANT pursuant to this Contract will be conducted by employees, associates or subcontractors of CONSULTANT.

In addition, to the extent that this Contract (a) must be approved by the CITY's governing body before it may be signed or (b) has a value of \$1,000,000, or more, CONSULTANT shall comply with the requirements of Texas Government Code § 2252.908 by completing and submitting Form 1295 to the Texas Ethics Commission ("Commission") at the time CONSULTANT submits this signed Contract to CITY, and as follows:

Form 1295 Filing Process: The Commission has made available on its website a new filing application that must be used to file Form 1295. The CONSULTANT must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the CONSULTANT must sign the printed copy of the form and complete the "unsworn declaration" which includes, among other things, the date of birth and address of the authorized representative signing the form. The completed Form 1295 with the certification of filing must be filed with the CITY.

The CITY must notify the Commission, using the Commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the Contract binds all parties to the Contract. The Commission will post the completed Form 1295 to its website within seven business days after receiving notice from the CITY.

Form 1295 Availability: Certificate of Interested Parties Form is available from the Texas Ethics Commission website at the following address:

<https://www.ethics.state.tx.us/filinginfo/1295/>

For questions regarding and assistance in filling out Form 1295, please contact the Texas Ethics Commission at 512-463-5800.

## **XVII.**

### **Confidential Information**

CONSULTANT hereby acknowledges and agrees that its representatives may have access to or otherwise receive information during the furtherance of its obligations in accordance with this Contract, which is of a confidential, non-public or proprietary nature. CONSULTANT shall treat any such information received in full confidence and will not disclose or appropriate such Confidential Information for its own use or the use of any third party at any time during or subsequent to this Contract. As used herein, "Confidential Information" means all oral and written information concerning City of McKinney, its affiliates and subsidiaries, and all oral and written information concerning CITY or its activities, that is of a non-public, proprietary or confidential nature including, without limitation, information pertaining to customer lists, services, methods, processes and operating procedures, together with all analyses, compilation, studies or other documents, whether prepared by CONSULTANT or others, which contain or otherwise reflect such information. The term "Confidential Information" shall not include such materials that are or become generally available to the public other than as a result of disclosure of CONSULTANT or are required to be disclosed by a governmental authority.

## **XVIII.**

### **Mailing Address**

All notices and communications under this CONTRACT to be mailed to CITY shall be sent to the address of CITY's agent as follows, unless and until CONSULTANT is otherwise notified:

City of MCKINNEY, Texas  
Procurement Services Department  
Post Office Box 517  
McKinney, Texas 75070

Notices and communications to be mailed or delivered to CONSULTANT shall be sent to the address of CONSULTANT as follows, unless and until CITY is otherwise notified:

Gresham Smith  
Attn: Brian Fiske, P.E.  
500 N. Akard Street, Suite 3210  
Dallas, Texas 75201

Any notices and communications required to be given in writing by one party to the other shall be considered as having been given to the addressee on the date the notice or communication is posted, faxed or personally delivered by the sending party.

**XIX.**  
**Applicable Law**

The CONTRACT is entered into subject to the McKinney City Charter and ordinances of CITY, as same may be amended from time to time, and is subject to and is to be construed, governed and enforced under all applicable State of Texas and federal laws. CONSULTANT will make any and all reports required per federal, state or local law including, but not limited to, proper reporting to the Internal Revenue Service, as required in accordance with CONSULTANT's income. Situs of this Contract is agreed to be Collin County, Texas, for all purposes, including performance and execution.

**XX.**  
**Severability**

If any of the terms, provisions, covenants, conditions or any other part of this Contract are for any reason held to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants, conditions or any other part of this Contract shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

**XXI.**  
**Remedies**

No right or remedy granted herein or reserved to the parties is exclusive of any other right or remedy herein by law or equity provided or permitted; but each shall be cumulative of every other right or remedy given hereunder. No covenant or condition of this Contract may be waived without written consent of the parties. Forbearance or

indulgence by either party shall not constitute a waiver of any covenant or condition to be performed pursuant to this Contract.

**XXII.**  
**Entire Agreement**

This Contract embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporaneous agreements between the parties relating to matters herein, and except as otherwise provided herein cannot be modified without written agreement of the parties.

**XXIII.**  
**Non-Waiver**

It is further agreed that one (1) or more instances of forbearance by CITY in the exercise of its rights herein shall in no way constitute a waiver thereof.

**XXIV.**  
**Headings**

The headings of this Contract are for the convenience of reference only and shall not affect any of the terms and conditions hereof in any manner.

**XXV.**  
**Venue**

The parties to this Contract agree and covenant that this Contract will be enforceable in McKinney, Texas; and that if legal action is necessary to enforce this Contract, exclusive venue will lie in Collin County, Texas.

**XXVI.**  
**No Third-Party Beneficiary**

For purposes of this Contract, including its intended operation and effect, the parties (CITY and CONSULTANT) specifically agree and contract that: (1) the Contract only affects matters/disputes between the parties to this Contract, and is in no way intended by the parties to benefit or otherwise affect any third person or entity notwithstanding the fact that such third person or entity may be in contractual relationship with CITY or CONSULTANT or both; and (2) the terms of this Contract are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either CITY or CONSULTANT.

**XXVII.**  
**Anti-Boycotting & Anti-Discrimination**

In accordance with Chapter 2271, Texas Government Code, a Texas governmental entity may not enter into a contract with a company for the provision of goods or services unless the contract contains a written verification from the company that it:

- (1) does not boycott Israel; and
- (2) will not boycott Israel during the term of the contract.

Chapter 2271 does not apply to (1) a company that is a sole proprietorship; (2) a company that has fewer than ten (10) full-time employees; or (3) a contract that has a value of less than One Hundred Thousand Dollars (\$100,000.00). Unless the company is not subject to Chapter 2271 for the reasons stated herein, the signatory executing this contract on behalf of the company verifies by its signature on this Contract that the company does not boycott Israel and will not boycott Israel during the term of this contract.

In accordance with Senate Bill 13, 87th Leg., R.S., to be codified in Chapter 2274, Texas Government Code, a Texas governmental entity may not enter into a contract with a company for the provision of goods or services unless the contract contains a written verification from the company that it:

- (a) does not boycott energy companies; and
- (b) will not boycott energy companies during the term of the contract.

Chapter 2274 does not apply to (1) a company that has fewer than ten (10) full-time employees; and (2) a contract that has a value of less than One Hundred Thousand Dollars (\$100,000.00). Unless the company is not subject to Chapter 2274 for the reasons stated herein, the signatory executing this contract on behalf of the company verifies by its signature on this Contract that the company does not boycott energy companies and will not boycott energy companies during the term of this contract.

In accordance with Senate Bill 19, 87th Leg., R.S., to be codified in Chapter 2274, Texas Government Code, a Texas governmental entity may not enter into a contract with a company for the provision of goods or services unless the contract contains a written verification from the company that it:

- (a) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and
- (b) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

Chapter 2274 does not apply to (1) a company that has fewer than ten (10) full-time employees; and (2) a contract that has a value of less than One Hundred Thousand Dollars (\$100,000.00). Unless the company is not subject to Chapter 2274 for the reasons stated herein, the signatory executing this contract on behalf of the company verifies by its signature on this Contract that the company does not discriminate against energy companies and will not boycott any firearm entity or firearm trade association and will not discriminate against any firearm entity or firearm trade association during the term of this contract. Notwithstanding the foregoing, such provision does not apply to a governmental entity that:

- (a) contracts with a sole-source provider; or
- (b) does not receive any bids from a company that is able to provide the required written verification.

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, the parties hereto have set their hands by their representatives duly authorized on the day and year first written above.

***CITY OF MCKINNEY***

By: \_\_\_\_\_  
PAUL G. GRIMES  
City Manager

Date Signed: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Name: \_\_\_\_\_  
City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Name: \_\_\_\_\_  
City Attorney

***Gresham Smith***, a Tennessee Partnership

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

ATTACHMENT "A"  
SCOPE OF SERVICES

TO BE PROVIDED BY **GRESHAM SMITH**  
TO  
CITY OF MCKINNEY  
FOR  
**WILSON CREEK TRUNK SEWER  
MANHOLE RAISING PROJECT  
CIP# WW2550**

**A. PROJECT DESCRIPTION**

This scope of services consists of professional design services whereas the CITY proposes to raise 18 sanitary sewer manholes along the Wilson Creek Trunk Sewers. This project involves raising 18 manholes along the Wilson Creek Interceptor by a minimum of 3 feet from the lid to the model predicted hydraulic grade line. This will help prevent the likelihood of SSO under the model predicted sanitary sewer overflows as new developments come online north of Highway 380.

[Towne Lake Manhole IDs: 45344, 2860, 2844, 2877, 2891, 6110, 6109, 6108, 6107]  
[Virginia MHs: 1743,13627,13626,13628,13630,13631,13633,13619,13621]

NTMWD and the City of McKinney entered into an Interlocal Cooperation Agreement, regarding the work described, to lower the risk of SSOs until the Stover Creek Force Main (FM) and Lift Station (LS) are online. Stover Creek Lift Station is expected to be operational in 2028. The purpose of the project is to raise the Manhole lids to an elevation above the model predicted Hydraulic Grade Line (HGL) to reduce the likelihood of Model Predicted SSOs until Stover Creek is online. To date, no observable reportable SSOs have occurred along the Wilson Creek Trunk Sewer, however the current average daily flow is considerable and a number of significant developments upstream of the trunk sewer are expected to come online within the next 12 to 24 months which will raise the HGL in wet weather events. The proposed raising of the 18 manholes be permanent changes to the trunk sewer which will remain intact upon completion of the Stover Creek Lift Station.

The Consultant will be provided with Design Storm Assumptions and Hydraulic Model Results from the relevant segment of the Wilson Creek trunk sewer, from City's modeler and will use this information as the Basis for Design. Gresham Smith will work with the City and City's Hydraulic Modeler by recommending model runs with proposed improvements to review results and finalize design details. Final Design Improvements will be based on Hydraulic Model results provided by Others.

The Wilson Creek Trunk Sewer will be designed to City of McKinney Design standards, as the City will be responsible for operation and maintenance of the system.



Services by the CONSULTANT shall include all aspects of the work set forth in the following scope of services.

The general parameters for the manhole improvements shall include the following:

1. Assess existing conditions of the manholes using City Provided Video of manholes or CleverScan technology which enables the creation of detailed 3D models that aid in effective design planning for raising the manhole.
2. Raise existing manholes that are structurally sound retrofitting.
3. Re-establish coating or lining on manholes or add epoxy coating or lining system to eliminate Inflow/Infiltration.
4. Bring Manholes into current compliance with TCEQ venting requirements
5. Assess and address site-specific challenges, including those presented by manholes located within baseball fields and near waterbodies.

The CONSULTANT shall perform the necessary engineering and related technical services for the Design and Construction Phase Services, including necessary Additional Services for development of this Project according to the following sections of this Contract. CONSULTANT shall use the subcontractors listed in Attachment "D" which is attached hereto and incorporated herein by reference and made a part hereof as if repeated verbatim.

- I. **Background:** The Wilson Creek trunk sewers have been modeled by the City to identify potential overflow locations. Until the new Stover Creek Lift Station and force main are online intercept all flows upstream of US-380, the existing system will be at capacity for the new few years. The flow management is vital to maintain sewer system integrity and prevent sanitary sewer overflows (SSOs), therefore, raising manholes is a proactive measure to provide adequate hydraulic capacity to accommodate anticipated increases in flow due to the new lift station.

**Definition of Problem:** Several manholes along the Wilson Creek trunk sewers are at risk of contributing to overflow conditions. The hydraulic grade line shown in the hydraulic model indicated that these manholes need to be raised at minimum of 3 feet to maintain adequate hydraulic performance. Some manholes are easily accessible from Park/Fields, while others are in a remote area of Wilson Creek.

## **B. TASK DESCRIPTIONS – SCOPE OF SERVICES**

### **II. General Requirements**

- A. **General Knowledge and Design Requirements** – The CONSULTANT shall have a working knowledge of all applicable design requirements, codes, master plans, and regulations which govern the scope of work and services included herein. Specific design requirements shall be obtained from the City of McKinney Engineering Design Manual. The CONSULTANT will establish and summarize all project design criteria, including any proposed variances, and submit to CITY for review prior to beginning design work. All design work will be prepared in CAD, with electronic files in DGN/DWG format submitted

to the CITY upon final record drawings. The CITY may request CAD files at any time through the duration of the contract. The CONSULTANT shall be responsible for ensuring that design services provided meet local, state, and federal requirements.

- B. General Plan Requirements – Scale of full size (22" X 34") plans is to be: 1"=40' Horizontal, or as approved by the CITY. Accurate and clear plans shall be provided for the purpose of accurate bids, efficient construction, and good permanent records. The consistent use of uniform drafting guidelines will increase the efficiency in which the plans are reviewed by the contractors prior to bidding and improve their understanding of the contract's intent. It is highly recommended that designers and technicians use uniform drafting styles. The intent is to produce consistent, accurate, and legible sets of plans. Do not clutter the plans with unnecessary information.
- C. Accessible Routes – All designated access routes within existing easement and public right-of-way, including sidewalks and barrier free ramps, shall comply with current CITY, state, and federal requirements. Any existing access routes within the limits of the project which do not meet current requirements shall be improved as part of this scope of work, unless directed otherwise by the CITY.
- D. Third-Party Coordination – Coordinate with other governmental agencies, franchise utilities, adjacent developments, and individual property owners as necessary, TDLR (Texas Department of Licensing and Regulation), TCEQ (Texas Commission on Environmental Quality), THC (Texas Historical Commission), TxDOT (Texas Department of Transportation), DART (Dallas Area Rapid Transit), FEMA (Federal Emergency Management Administration), and any other appropriate entities.
- E. Progress Updates – The CONSULTANT shall submit a monthly report outlining, at a minimum, the work on the project which occurred the previous month, the work expected to be completed the following month, the next major project milestone, and any information needed from the CITY.
- F. Administrative and Coordination Tasks – The CONSULTANT shall perform all necessary coordination and administrative tasks including, but not limited to, required coordination with subcontractors listed in Attachment "D", preparing and submitting monthly invoices to the CITY, preparing and updating the overall project schedule, attending required meetings, and other miscellaneous administrative and/or coordination tasks required by the CITY unless specifically listed under "Exclusions" in the Scope of Services herein.

### **III. Technical Evaluation & Report**

- A. Data Collection – Obtain and research existing city utility plans, street plans, drainage plans, plats, right-of-way maps, existing easement information,

contour maps, and other features within and pertaining to the Project area. Research planned and future developments along the Project to determine how the improvements may impact future development. Existing Project conditions shall also be documented using digital photography and/or video. Perform site visit(s) to obtain necessary information/confirm, to the extent possible, information obtained from other sources.

1. Consultant will also review: Wastewater Model results and available CCTV from Wilson Creek Rehab, Record Data and Submittal Data (if available), City GIS Data and Reported Sanitary Sewer Overflow (SSO) report (if applicable)
- B. Pre-Design Conference – Conduct one (1) meeting with CITY staff to review project goals/requirements, design criteria, communication procedures, project scheduling, deliverables, personnel, and other pertinent matters that may impact the Project. Deliverables from CONSULTANT to include meeting minutes and project design criteria summary. Any proposed design variances shall be submitted to the CITY along with associated justification. Additional meetings will be scheduled throughout the length of the Project.
- C. Hydraulics Meeting and Coordination with City Modeler – Conduct one (1) meeting with CITY staff and CITY Modeler to review and confirm WSEL for the Wilson Creek Trunk Sewer. Request and Review model results mirroring completed design to assess trunk sewer storage performance with raised manhole lids. Request and review model runs with pressure rated manholes to maximize storage capacity of existing system.
- D. Coordination with McKinney Parks and Recreation – The CONSULTANT will attend up to (2) meetings with CITY staff and CITY Parks Dept and City Arborist. Meeting topics include aesthetics of project, construction access, public access and tree protection.
- E. Field Visits – The CONSULTANT will conduct field visits to ascertain the type, condition and depth of manholes and appurtenances.
- F. NTMWD Coordination – The CONSULTANT will attend up to (1) one meeting with NTMWD District Personnel.
- G. Technical Memo (Deliverable) – Prepare a short-written memo document explaining rationale for major design decisions and direction to allow future understanding of basis for final design. Document shall be submitted at (30%) review. The Alternative Evaluation Memo will evaluate confirm recommended plan prior to plan production. An evaluation memo will be developed that includes an OPCC and the following:

i. *Alternative Evaluation Memo Elements*

- Site Assessment/Data Collection
- Summarize findings from hydraulic model review, including current conditions of the existing manholes and any site-specific challenges encountered. This includes assessment of video of interior of manholes to make recommendation on replace versus retrofit, lining and coating type.
- Review Limited Survey to establish existing easements for working space during construction and accessible entry points for Contractor.
- Summary of proposed design changes for raising the manholes, including materials of construction
- Recommendations for manholes to be designed for Pressure Rated Conditions (bolted) and non-pressure (unbolted) to maximize storage capacity of existing trunk sewer during surcharged conditions.
- Impact(s) to public property along Towne Lake, Grady Little John Parking Lot, Grady Little John Softball Comple, Wilson Creek Trail north and south of Hwy 380
- Coating/Lining. Review of available coatings and linings and recommendation for full depth coating or lining upon raising manhole
- Construction Sequencing, including plugging of mainline as well as staging and sequencing of work to maintain gravity wastewater service without interruption.
- ***Upon City review of Alternative Evaluation Memo, Consultant will proceed to 60% Design.***
- **Preliminary Engineering Design (60%) 60P**
  - A. Preliminary Engineering Design – Utilizing information obtained from the data collection (Section II.A) and the field survey (Section VI.A), the CONSULTANT will prepare preliminary engineering plans with milestone submittals at sixty percent (60%) design completion.
  - B. The preliminary engineering design phase will include the following:
    - ii. **60% Design Submittal Minimum Requirements**

- General Plans – Prepare and update general plan sheets necessary including cover, general notes, sheet index, control sheet, project layout, and typical sections.
- Removal Plans – Prepare plan sheets depicting any and all removals of existing public and private infrastructure specifying any necessary replacements and/or relocations.
- Erosion Control Plans – Prepare plan sheets depicting erosion control devices and activities in accordance with the TCEQ. Plans will require the Contractor to restore disturbed areas to pre-existing conditions with full depth sod.
- Access to manholes at Towne Lake Park, and Grady Littlejohn baseball complex and manholes north and south of Hwy 380. Identifying accessible routes for construction vehicles and developing access sheet including traffic control (if necessary). As well identify City owned staging areas for contractors use during construction.
- Plan Drawings – Establish and/or refine horizontal alignments along existing wastewater lines. Provide separate alignment data sheets. Determine any conflicts with public property including trees, trails, signs, parking, fences, landscaping or fields. and provide preliminary replacement or alternate design options if required. Present any potential alternatives, which may provide cost savings to the CITY.
- Construction Details – Provide City standard detail sheets applicable to the construction of the Project. Special details that are not included as a standard by the CITY shall be included in the plans.
- Opinion of Probable Construction Cost – Prepare an updated estimated construction quantities and engineer's opinion of probable construction costs (OPCC) tabulated in Microsoft Excel format. The CITY may request additional justification for significant cost differences from previously provided OPCC's.
- Deliverables – Plan Set is anticipated to include the following drawings and specifications:
  - ☐ Cover Sheet
  - ☐ Sheet/Manhole Index
  - ☐ Manhole Summary Table
  - ☐ Project Layout and Control Sheet
  - ☐ Access and Staging Areas
  - ☐ Erosion Control Sheet

- ☐ Demolition and Removal Plan
- ☐ Wastewater Plan Sheets (8 sheets)
- ☐ Standard and Special Manhole Details (4 sheets)
- ☐ Opinion of Probable Construction Cost

- C. Technical Specifications – Prepare technical specifications based on CITY template directly related to proposed work activities, including wastewater manhole rehab and proposed materials. Submit a preliminary document along with the 60% plan review.
- D. Preliminary Engineering Submittals – Plan submittals will occur sixty percent (60%) completion stages. Submit five (5) half size (11" X 17") sets of preliminary plans along with a CD/DVD/USB containing electronic files of all plans and documents (PDF), opinion of probable construction costs (Excel), and all necessary supplemental calculations and supporting documents.
- E. Review Comments – CITY will consolidate their submittal review comments for each milestone deliverable and provide them to CONSULTANT. The CONSULTANT will incorporate the City's comments into the subsequent milestone submittal and provide a tabulated list of responses and/or resolutions to each comment provided. A written response and City acknowledgement is required for any written response of disagreement.
- F. Surveying for Engineering Design – CONSULTANT shall coordinate and furnish field surveying operations necessary for the complete design of the Project as outlined in this Attachment A, Scope of Services. Surveying shall include the following:
1. Right of Entry – Prior to initiating field surveying operations on private property, the CONSULTANT shall send letters to all adjacent property owners notifying them of the intent to survey on private property. The CONSULTANT shall collect the names, address, and contact information of the property owners, as well as the property addresses of the affected property. Written permission to survey on private property shall be obtained from the property owner(s) before surveying is commenced. The letter of permission shall include permission for the CONSULTANT to set iron pins and control monuments for future right-of-way and/or easements to be acquired by the CITY if necessary, at a later date.
  2. Field Survey – The CONSULTANT shall direct the work of the field survey crew(s) to perform the following:
    - a. Establish horizontal and vertical control using CITY criteria.

- b. Tie right-of-way lines and corners, property lines and corners, trees three (3) inches in diameter and larger, fence lines, and other visible surface features.
- c. Topographic Information including cross sections of the existing ground features as needed for design. Collect spot elevations as required to facilitate the generation of one-foot (1') contours.
- d. Horizontal and vertical location of all existing facilities within the Project limits including, but not limited to, existing paving (including type), driveways, curbs, sidewalks, buildings (including edge of foundation), mailboxes, landscaping, bridges, culverts, retaining walls, etc. Tie existing visible franchise utilities (including underground utilities if exposed) and appurtenances, and public utilities such as water valves, fire hydrants, manholes, etc.
- e. Locate underground utilities or structures that may be within the limits of the Project. Such utilities include, but are not limited to, wastewater (including flowline survey at manholes), water, gas, electric, storm sewer, telephone, and television cable. Consultant will initiate OneCall/Texas 811 or individual utility companies to mark existing underground utilities in the field and shall show such utilities on the base map either based upon field locations or available construction as-builts.
- f. Provide detailed tree survey (where applicable).

### **Final Engineering (100P)**

- G. Final Engineering Design – Incorporating comments from the CITY, franchise utilities, and other interested parties, prepare final engineering plans and specifications with submittals at one hundred percent (100%) completion. The final engineering design phase will include the following:

- i. *Design Submittal Minimum Requirements (100%)*
  - Previous Drawings – Revise and complete previously prepared drawings.
  - Traffic Control (if required by selected option)– Refine traffic control design and prepare final construction sequencing, traffic control and access plans.
  - Opinion of Probable Construction Cost – Prepare an updated estimated construction quantities and engineer's opinion of probable construction costs (OPCC) tabulated in Microsoft Excel

format. The CITY may request additional justification for significant cost differences from previously provided OPCC's.

- Deliverables – Plan Set is anticipated to include the following drawings and specifications:
  - ☐ Cover Sheet
  - ☐ Sheet/Manhole Index
  - ☐ Manhole Summary Table
  - ☐ Project Layout and Control Sheet
  - ☐ Access and Staging Areas
  - ☐ Erosion Control Sheet
  - ☐ Demolition and Removal Plan
  - ☐ Wastewater Plan Sheets (8 sheets)
  - ☐ Standard and Special Manhole Details (4 sheets)
  - ☐ Opinion of Probable Construction Cost
- H. Project Manual – Prepare project manual based on CITY template, including bidding requirements, proposal, bid schedule, special conditions, and technical specifications. Submit a preliminary document along with the 90% plan review and a final document along with the 100% plan review.
- I. Final Engineering Submittals – Plan submittals will occur one hundred percent (100%) completion stages. Submit five (5) half size (11" X 17") sets of preliminary plans, three (3) sets of the project manual, and a CD/DVD/USB containing electronic files of all plans and documents (PDF), opinion of probable construction costs (Excel), and all necessary supplemental calculations and supporting documents.
- J. Review Comments – CITY will consolidate their submittal review comments for each milestone deliverable and provide them to CONSULTANT. The CONSULTANT will incorporate the City's comments into the subsequent milestone submittal and provide a tabulated list of responses and/or resolutions to each comment provided. A written response and City acknowledgement is required for any written response of disagreement.

#### **IV. Bid Phase Services**

- A. Bid Documents – Coordinate and provide final printing of construction plans and project manuals for distribution to proposed bidders. Provide final construction plans and project manual to CITY in electronic format for inclusion on the McKinney eBid Portal (Single PDF file and individual sheet TIF files). Provide bid schedule in Microsoft Excel format for use by contractors as prescribed by the CITY. The CONSULTANT will recoup cost of bid sets by non-refundable fee from proposed bidders. All plans, project manuals, and other related bidding documents will be distributed from the



office of the CONSULTANT. Maintain plan holders list and a record of prospective bidders and suppliers to whom plans, and contract documents have been issued by the CONSULTANT.

- B. Bid Invitation – Coordinate the bid opening date, time, and place with the CITY and prepare final invitation to Bid.
  - C. Advertisement for Bid – Provide all necessary documents to the CITY required in placing the advertisement of the Invitation to Bid. Provide bidding documents to up to three (3) plan rooms. Any use of third-party bid procurement services (e.g. CivCast) shall be coordinated with the CITY Purchasing Department prior to use.
  - D. Pre-Bid Meeting – Prepare a pre-bid agenda. Attend pre-bid conference if required by the CITY.
  - E. Bid Document Interpretations – Address questions from the proposed bidders during the bidding process and issue addenda as necessary, in coordination with the CITY.
  - F. Bid Opening – Attend the bid opening and assist the CITY during bid opening, making preliminary tabulation of bids, and review questionnaires and bids for completeness.
  - G. Qualifications Review – Review and evaluate the qualifications of the apparent successful bidder and the proposed major specialty subcontractors. The review and evaluation will include such factors as work previously completed, responses from submitted references, bidder equipment availability, publicly available financial resources, and technical experience.
  - H. Bid Tabulation – Prepare and distribute formal bid tabulation sheets noting any discrepancies between original bids submitted.
  - I. Bid Recommendation – Prepare a formal written recommendation to the CITY for project award.
  - J. Issue Construction Contract Documents – Prepare and distribute (including all addenda included) six (6) sets of the conformed project manual for execution between the contractor and the CITY. This shall include inserting applicable contractor bond information and contractor bid information.
- V. **Special Services** – All Special Services shown under this section shall be reimbursed on a cost-plus basis based on actual work performed with a not-to-exceed amount as outlined in “Attachment B” (Payment Schedule). CONSULTANT shall provide all justification for expenditures under this section with each monthly invoice.

## **Special Service 1**

A. Topographical Survey – The CONSULTANT shall provide Survey including:

1. Limited Survey – Obtain Survey invert flow line elevations and Rim lines at Sanitary Sewer Manhole(s); and elevations of structures as described in paragraph “Preliminary Engineering (Evaluation of Options)
2. Field Survey within 25 ft Radius of each Manhole – Including horizontal and vertical control, manhole vents, trees (3) inches in diameter and greater, fence lines, topographical information, locate underground utilities as described in paragraph “Preliminary Engineering Design (60%)

## **Special Service 2**

A. Construction Administration – Although day to day operation and oversight of the construction phase will be managed by the CITY, the CONSULTANT will assist the CITY during the construction phase of the project as follows:

1. Conformed Construction Plans – Incorporate all addenda items into a conformed construction plan and specification set. Furnish twelve (12) full size (22” X 34”) sets, two (2) half size (11” X 17”) sets of the final plans for construction for use by the CITY and the contractor, along with a CD/DVD/USB containing PDFs of all plans.
2. Pre-Construction Conference – Meet with the CITY, the contractor, and other interested parties to discuss the construction of the Project, including Project requirements, communication procedures, Project scheduling, personnel, laboratory testing requirements, field inspection, construction staking, pay requests, and other pertinent matters that may impact the Project.
3. Construction Observation – Provide periodic on-site construction observation services during the construction phase along with attending construction meetings as deemed necessary by the CITY. CONSULTANT shall make visits at intervals as directed by the CITY to observe the progress of the Work or as deemed necessary based on the current work being performed. It is not the intent of these visits to be performed at every aspect of the contractor’s work. A maximum of six (3) site visits are assumed for budget purposes which does not include substantial or final walk-through on-site meetings. Consultant may be required, as needed, to attend construction progress meetings as determined necessary by the City. A maximum of six (6) progress meetings are assumed for budget purposes. Construction observations are to be limited to spot checking, selective measurements, and similar methods of general observation of the work based on exercise of professional judgement and familiarization of the

design intent. Based on the information obtained during such visits and such observations, CONSULTANT will keep the CITY informed on the general progress of the work.

4. Shop Drawings, Samples, and Materials – Review and approve or take other appropriate action in respect to shop drawings required for the Project to ensure they are in conformance with plans, specifications, and City requirements. Each shop drawing shall be limited to two (2) resubmittal reviews. Evaluate and determine the acceptability of substitute or “or-equal” materials and equipment proposed by the contractor in accordance with the contract documents, but subject to the provisions of applicable standards of state or local government entities.
5. Clarifications and Interpretations – When requested, review laboratory testing reports, requests for information (RFI), field change requests, and change orders and provide comments and/or responses to CITY. Provide written responses to RFI’s or clarification to CITY or contractor. Provide and maintain an accurate Change Order Log, Submittal Log and RFI Log throughout the duration of the Project, and make such logs available to the CITY upon request. If requested by the CITY, render written decision on all claims of CITY and contractor relating to the acceptability of contractor’s work or the interpretation of the requirements of the contract documents pertaining to the progress of the contractor’s work.
6. Change Orders – Recommend Change Orders to CITY or review and make recommendations related to Change Orders provided at the request of the contractor.
7. Final Walk-Through – Upon substantial completion of construction, the CONSULTANT will participate in a final walk-through with the CITY and the contractor and will contribute items to the CITY for inclusion in a punch list.
8. Record Drawings – Prepare record drawings in digital format utilizing CITY and contractor as-built information showing changes made during construction. Provide a CD/DVD/USB containing a PDF of the record plan set, TIFF images of each individual plan sheet, and a project base map in CAD format.
9. CONSULTANT shall perform its services in accordance with such Project schedule as is specified in the Contract, but in any event as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project in the case of delays caused by the CITY’s review of documents submitted under this Contract.

### **Special Service 3**

- A. Preliminary Engineering Design – Video of Manholes – The CONSULTANT will provide 360-degree video scan of the entire depth of the manhole to aid in determining the riser heights and condition for each manhole. Assess existing conditions of the manholes using the CleverScan technology which enables the creation of detailed 3D models that aid in effective design planning for raising the manholes. If this service is not authorized, the City will provide video from their own Crews efforts.

### **Exclusions**

The scope of services identified herein specifically excludes the following items, however, these items can be provided, if necessary, with a revision to scope of work and fees as agreed between CITY and CONSULTANT in writing:

- a. SUE – no Subsurface Utility Engineering is included.
- b. Geotechnical INVESTIGATION – no geotechnical test bores or report are included.
- c. Hydraulic Modeling – No Hydraulic Modeling is included in the scope.
- d. Surveying of Existing Easements.
- e. Design Modifications or rehab to Sanitary Sewers or Interceptors
- f. Design Modifications of Other Utilities (beyond City Sewer) in City Right of Way.
- g. Road Design
- h. Computer modeling and routing of wastewater flows.
- i. Final Plat.
- j. Environmental assessment or remediation.
- k. Fees for permits and bid advertising.
- l. Traffic engineering reports or studies.
- m. Floodplain reclamation plans or floodplain analysis.
- n. Construction Inspection.

- o. Designs for Trench Safety.
- p. Consulting services by others not included in proposal.
- q. Quality control and testing services during construction.
- r. Alternate additions not included in the original scope.
- s. Improvements outside the Project limits.
- t. Franchise Utility Coordination
- u. Items listed as CITY responsibilities on Attachment "C" which is attached hereto and incorporated herein by reference and made a part hereof as if repeated verbatim.

**A. PROPOSED SCHEDULE**

The schedule requires **construction be complete by Fall 2025**

Task		Start	Finish	Duration
100	Admin	12/2/2024	11/30/2025	12
200	Evaluation/Report	12/2/2024	1/16/2024	1.5
300	Submit 60P	1/16/2024	3/3/2025	1.5
400	100P Plans	3/3/2025	4/20/2025	1.5
500	Bid Advertisement	4/20/2025	6/30/2025	2.5
600	Construction	7/3/2025	11/30/2025	4.0

EXHIBIT 1: WILSON CREEK INTERCEPTOR (TOWNE LAKE PARK)  
(6107MH, 6108MH, 6109MH, 2891MH, 2877MH, 2844MH)





EXHIBIT 2: WILSON CREEK INTERCEPTOR (GRADY LITTLE SOFTBALL COMPLEX)  
(2849MH, 2660MH, 45344MH)



EXHIBIT 3: WILSON CREEK INTERCEPTOR (NORTH OF VIRGINIA PKWAY)  
(13633MH, 13631MH)






EXHIBIT 4: WILSON CREEK INTERCEPTOR (SOUTH OF VIRGINIA PKWY)  
(13630MH,13628MH)





EXHIBIT 5: WILSON CREEK INTERCEPTOR (WEST OF JORDAN/NORTHBROOK)  
(13626MH, 13627MH, 1743MH)



 <b>Gresham Smith</b>		<b>Opinion of Probable Construction Cost (OPCC)</b> Project Title: Raising 18 Manholes along Wilson Creek Trunk Sewer Date of Submittal: 10/31/2024	<b>UNIT PRICE</b>	<b>PLAN QUANTITY</b>	<b>EXTENDED PRICE</b>
<b>Item No.</b>	<b>Units</b>	<b>Item Description</b>			
1	LS	Mobilization/Demobilization	\$10,000	1	\$ 10,000
2	CY	Site Preparation, Excavation and Backfill	\$25	540	\$ 13,500
3	V.L.F.	48" Dia Manhole Risers - Pressure Type	\$1,100	90	\$ 99,000
4	EA	48" Dia Manhole Lids - Composite	\$1,500	18	\$ 27,000
5	EA	Full Depth PolyUrethane Coating (incl Cleaning/Surface Prep	\$7,000	18	\$ 126,000
6	EA	Install Vents to 3 ft above Floodplain with Supports	\$1,000	9	\$ 9,000
7	SF	Trench Safety & Support	\$2	180	\$ 360
8	SF	Seeding/Erosion for Access	\$1	20000	\$ 20,000
9	SF	Coat Adjustment/Chimney	\$100	18	\$ 1,800
10	LS	Erosion and Sediment Control	\$5,000	1	\$ 5,000
Subtotal:					\$ 301,700
Engineer's Contingency (15%):					\$ 45,255
<b>Total Estimated Cost:</b>					<b>\$ 347,000</b>

ATTACHMENT "B"  
PAYMENT SCHEDULE  
(All fees not to exceed without prior approval)

For and in consideration of Basic and Special Services to be rendered by CONSULTANT, CITY agrees to pay, based on the fees indicated below, with the total fee not to exceed [**One Hundred and fifty-nine thousand and nine hundred eighty dollars**] (**\$159,980**). Partial payments to CONSULTANT will be made on the basis of monthly statements rendered to and approved by the CITY; however, under no circumstances shall any monthly statement for services exceed the value of work performed at the time a statement is rendered. Payment for the services shall be due and payable within one month of submission of a statement for services. A summary of the fee is as shown below:

BASIC SERVICES

I.	GENERAL REQUIREMENTS	=	\$6,040
II.	TECHNICAL EVALUATION (30P)	=	\$44,760
III.	PRELIM ENGINEERING (60P)	=	\$42,980
IV.	FINAL DESIGN (100P)	=	\$18,710
V.	BID PHASE SERVICES	=	\$13,320

TOTAL BASIC SERVICES FEE = \$125,810

Special services shown below will be paid on a cost-plus basis not to exceed the amounts shown below. CONSULTANT will submit to CITY supporting documentation for the percentage complete for which payment is sought.

SPECIAL SERVICES

SS1	TOPO SURVEY	=	\$6,540
SS2.	CONSTRUCTION ADMIN	=	\$20,530
SS2.	MANHOLES CLEVERSCAN	=	\$7,100

TOTAL SPECIAL SERVICES FEE = 34,170

TOTAL (BASIC + SPECIAL) FEE = \$159,980

It is specifically understood and agreed that CONSULTANT shall not be authorized to undertake any work pursuant to this Contract which would require payment by the CITY for any charge, expense, or reimbursement above the fee as stated herein without obtaining prior written authorization from the CITY.

# **EXHIBIT A - FEE SCHEDULE SUMMARY**

Item no.		Prime Consultant	Sub Consultant	Sub Consultant	Sub Consultant	Sub Consultant	Sub Consultant	TOTAL
	<b>BASIC SERVICES</b>		<b>CCTV</b>	<b>SUE</b>	<b>Survey</b>	<b>Artist</b>	<b>Geotech</b>	
I.	General Requirements	\$ 6,040.00						\$ 6,040
II.	Technical Evaluation (30%)	\$ 44,760						\$ 44,760
III.	Preliminary Engineering Design (60%)	\$ 42,980						\$ 42,980
IV.	Final Engineering Design (100%)	\$ 18,710						\$ 18,710
V.	Bid Phase Service	\$ 13,320						\$ 13,320
	<b>Sub Total</b>	<b>\$ 125,810</b>						<b>\$ 125,810</b>
	<b>SPECIAL SERVICES</b>							
SS1	Topographic Survey	\$ 1,840			\$ 4,700			\$ 6,540
SS2	Construction Administration	\$ 20,530						\$ 20,530
SS3	Manholes CleverScan	\$ 1,100	\$ 6,000					\$ 7,100
	<b>Sub Total</b>	<b>\$ 23,470.00</b>	<b>\$ 6,000</b>		<b>\$ 4,700</b>			<b>\$ 34,170.00</b>

TOTAL (BASIC + SPECIAL)    **\$ 159,980.00**