

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING AN AGREEMENT WITH KLEINFELDER INC. FOR PROFESSIONAL ENGINEERING AND DESIGN SERVICES IN CONNECTION WITH SURVEYOR PUMP STATION ELECTRICAL IMPROVEMENTS; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council desires to authorize an agreement with Kleinfelder Inc. to provide professional engineering and design services in connection with Surveyor Pump Station Electrical Improvements within the City (the “Agreement”).

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS:

SECTION 1. The City Council hereby approves the Agreement between the Town of Addison and Kleinfelder Inc. in an amount not to exceed of \$103,599 for professional engineering and design services in connection with connection with Surveyor Pump Station Electrical Improvements within the City. A true and correct copy of the Agreement is attached to this Resolution as **Exhibit A** and the City Manager is hereby authorized to execute the same.

SECTION 2. This Resolution shall take effect from and after its date of adoption.

DULY RESOLVED AND ADOPTED by the City Council of the Town of Addison, Texas, on this the 11th day of JANUARY 2022.

TOWN OF ADDISON, TEXAS

Joe Chow, Mayor

ATTEST:

Irma Parker, City Secretary

Exhibit A

**PROFESSIONAL SERVICES AGREEMENT
Surveyor Pump Station Electrical Improvements**

This Professional Services Agreement (“Agreement”) is made by and between the **Town of Addison** (“City”), and **Kleinfelder, Inc.** (“Professional”) (each a “Party” and collectively the “Parties”), acting by and through their respective authorized representatives.

RECITALS

WHEREAS, City desires Professional to perform certain work and services set forth in Section 1, Scope of Services and

WHEREAS, Professional has expressed a willingness to perform said work and services, hereinafter referred to only as "services", specified in said Scope of Services, and enumerated under Section 1, of this Agreement;

NOW, THEREFORE, for and in consideration of the covenants and promises made one to the other herein, City and Professional agree as follows:

Section 1. Scope of Services

Upon issuance of a written notice to proceed by City, Professional agrees to provide to City the professional services for the Surveyor Pump Station Electrical Improvements (“Project”), as set forth in the Scope of Services attached hereto as Exhibit “A” and incorporated herein by reference (the “Scope of Services”).

Section 2. Term of Agreement

The term of this Agreement shall begin on the last date of execution hereof (the “Effective Date”) and shall continue until Professional completes the services required herein, unless sooner terminated as provided in Section 8, below.

Section 3. Professional Obligations

A. Professional shall devote such time as reasonably necessary for the performance of the work under this Agreement in accordance to the Standard of Care. Should City require additional services not included under this Agreement, Professional shall make reasonable effort to provide such additional services in accordance with the fee schedule set forth in Exhibit “A”, attached hereto and incorporated herein by reference, and within the time schedule mutually agreed upon with City; and in accordance to the Standard of Care, defined herein as performing work in a manner consistent with that level of care and skill ordinarily exercised by other members of Professional’s profession practicing in the same locality under similar conditions and at the date the work is provided (“Standard of Care”).

B. To the extent reasonably necessary for Professional to perform the services under this Agreement, Professional shall be authorized to engage the services of any agents, assistants,

persons, or corporations that Professional may deem proper to aid or assist in the performance of the services under this Agreement with the prior written approval of City. The cost of such personnel and assistance shall be a reimbursable expense to Professional only if authorized in writing in advance by City.

C. Professional shall furnish and pay for all labor, tools, materials, equipment, supplies, transportation and management necessary to perform all services set forth in the Scope of Services.

Section 4. Payment

A. City agrees to pay Professional for all services authorized in writing and properly performed by Professional in accordance with the payment schedule set forth in Exhibit "A," attached hereto and incorporated herein by reference, subject to additions or deletions for changes or extras agreed upon in writing. All payments to Professional by City shall be based on detailed monthly invoices submitted by Professional for work performed and accepted by City, less any previous payments. Payment will be due within 30 days of the City's receipt of an approved invoice.

B. City reserves the right to delay, without penalty, any payment to Professional when, in the opinion of City, Professional has not made satisfactory progress on the Project in accordance to the Standard of Care and as described in the Scope of Services.

C. The total compensation to Professional shall be as specified in payment schedule set forth in Exhibit "A", which shall not exceed **One Hundred Three Thousand Five Hundred and Ninety Nine Dollars (\$103,599)**. City may deduct from any amounts due or to become due to Professional any sum or sums owing by Professional to City under this Agreement. In the event of any material breach by Professional of any provision or obligation of this Agreement, or in the event of the assertion by other parties of any claim or lien against City, or City's premises, arising out of Professional's performance of this Agreement, City shall have the right to retain out of any payments due or to become due to Professional an amount sufficient to completely protect City from any and all loss, damage or expense therefrom, until the breach, claim or lien has been satisfactorily remedied or adjusted by Professional.

Section 5. Responsibilities

A. Professional shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, plans and other services furnished by Professional under this Agreement in accordance to the Standard of Care. Professional shall, without additional compensation, re-perform any non-conforming work in the design, drawings, specifications, plans and other services, provided such non-conforming work is identified within twelve (12) months from completion of Professional's services under this Agreement.

B. Neither City's review, approval/acceptance of, nor payment for any of the services required under this Agreement, shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and

Professional shall be and remain liable to City in accordance with applicable law for all damages to City caused by Professional's negligent performance of any of the services furnished under this Agreement.

C. The rights and remedies of City under this Agreement are as provided by law.

Section 6. Time for Performance

A. Professional shall perform all services as provided for under this Agreement in a proper, efficient, timely, and professional manner in accordance with City's requirements consistent with sound engineering principles.

B. In the event Professional's performance of this Agreement is delayed or interfered with by acts of the City or others, Professional may request an extension of time for the performance of same as hereinafter provided. Unless otherwise agreed by the parties, Professional shall not be entitled to any increase in fee or price, or to damages or additional compensation as a consequence of such delays.

C. No allowance of any extension of time, for any cause whatever, shall be claimed or made to Professional, unless Professional shall have made written request upon City for such extension within three (3) business days after the cause for such extension occurred, and unless City and Professional have agreed in writing upon the allowance of additional time to be made.

Section 7. Documents

A. All surveys, studies, proposals, applications, drawings, plans, specifications and other documents, including those in electronic form, first prepared by Professional and its consultants, subcontractors, agents, representatives, and/or employees in connection with this Agreement ("Project Documents") are intended for the use and benefit of City. Professional and its consultants, subcontractors, agents, representatives, and/or employees shall be deemed the authors of their respective part of the Project Documents. Notwithstanding, upon payment by City as required by this Agreement, City shall own, have, keep and retain all rights, title and interest in and to all Project Documents, including all ownership, common law, statutory, and other reserved rights, including copyrights (except copyrights held by the Professional) in and to all Project Documents, whether in draft form or final form, which are produced at City's request and in furtherance of this Agreement. City shall have full authority to authorize contractor(s), subcontractors, sub-subcontractors, City consultants, and material or equipment suppliers to reproduce applicable portions of the Project Documents to and for use in their execution of the work or for any other purpose. All materials and reports prepared by Professional in connection with this Agreement are "works for hire" and shall be the property of City upon payment of Professional as provided in this Agreement. City shall have the right to publish, disclose, distribute and otherwise use Project Documents in accordance with the Engineering Practice Act of the State of Texas (Texas Occupation Code, Chapter 1001, as amended) and/or Texas Occupations Code, Chapter 1051, as amended. Professional shall, upon completion of the services and full payment for Professional's services by the City, or earlier termination and appropriate compensation as provided by this Agreement, provide City with reproductions of all materials, reports, and exhibits

prepared by Professional pursuant to this Agreement in a TIFF, JPEG or PDF format, and a DXF format in current version of AutoCAD with NAD-83 coordinate format of all such instruments of service to the City.

B. All instruments of service (including plans, specifications, drawings, reports, designs, computations, computer programs, computer code, software, estimates, surveys, other data or work items, etc.) first prepared under this Agreement shall be submitted for approval of City. All instruments of service shall be professionally sealed as may be required by law or by City.

C. Acceptance and approval of the Project Documents by City shall not constitute nor be deemed a release of the responsibility and liability of Professional, its employees, associates, agents and consultants for the accuracy or competency of their designs, working drawings and specifications, or other documents and work; nor shall such approval be deemed to be an assumption of such responsibility by City for any defect in the designs, working drawings and specifications, or other documents prepared by Professional, its employees, contractor, agents and consultants.

D. The Project Documents are not intended to be suitable for re-use by the City or others on any project other than the Project contemplated by this Agreement. Any re-use, without the prior written verification or adaptation by the Professional for the specific purpose intended, will be at City's sole risk and without liability or legal exposure to Professional.

Section 8. Termination

A. City may suspend or terminate this Agreement for cause or without cause at any time by giving written notice to Professional. In the event suspension or termination is without cause, payment to Professional, in accordance with the terms of this Agreement, will be made on the basis of services reasonably determined by City to be satisfactorily performed to the date of suspension or termination. Such payment will be due upon delivery of all instruments of service to City.

B. Should City require a modification of this Agreement with Professional, and in the event City and Professional fail to agree upon a modification to this Agreement, City shall have the option of terminating this Agreement and Professional's services hereunder at no additional cost other than the payment to Professional, in accordance with the terms of this Agreement, for the services reasonably determined by City to be properly performed by Professional prior to such termination date.

C. Termination for Force Majeure. To the extent either Party of this agreement shall be wholly or partially prevented from the performance of the term specified, or of any obligation or duty placed on such party by reason of or through work strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, court judgment, act of God, or other specific cause reasonably beyond the parties control and not attributable to its malfeasance, neglect or nonfeasance. In such

event, the time for performance of such obligation or duty shall be suspended until such disability to perform is removed.

Section 9. Insurance

A. Professional shall during the term hereof maintain in full force and effect the following insurance:

- (i) A commercial general liability policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the Professional's performance of services pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000.00 per occurrence for injury to persons (including death), and for property damage;
- (ii) An automobile liability insurance policy covering any vehicles owned and/or operated by Professional, its officers, agents, and employees, and used in the performance of this Agreement with policy limits of not less than \$500,000.00 combined single limit and aggregate for bodily injury and property damage;
- (iii) Statutory Worker's Compensation Insurance at the statutory limits and Employers' Liability covering all of Professional's employees involved in the provision of services under this Agreement with policy limit of not less than \$500,000.00; and
- (iv) Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limit of not less than \$1,000,000.00 per claim and \$1,000,000.00 in the aggregate.

B. All insurance and certificate(s) of insurance shall contain the following provisions:

- (i) Name the City, its officers, and employees as additional insureds as to all applicable coverage (not including the Workers Compensation Insurance and Professional Liability);
- (ii) Provide for at least thirty (30) days prior written notice to the City for cancellation or non-renewal of the insurance or reduction in coverage limits; and
- (iii) Provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance (not including the Professional Liability Insurance).

C. All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.

D. A certificate of insurance evidencing the required insurance and all endorsements shall be delivered to City prior to commencement of services.

Section 12. Indemnification.

CITY SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE SERVICES OF PROFESSIONAL PURSUANT TO THIS AGREEMENT. PROFESSIONAL HEREBY WAIVES ALL CLAIMS AGAINST CITY, ITS OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS "CITY INDEMNITEES") FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE OTHER THAN THE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE CITY INDEMNITEES. PROFESSIONAL AGREES TO INDEMNIFY THE CITY INDEMNITEES FROM AND AGAINST ANY LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, REASONABLE ATTORNEYS' FEES AND COSTS OF INVESTIGATION) AND ACTIONS BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY TO THE EXTENT CAUSED BY THE NEGLIGENT PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR BY REASON OF ANY NEGLIGENT ACT OR OMISSION ON THE PART OF PROFESSIONAL, ITS OFFICERS, DIRECTORS, SERVANTS, EMPLOYEES, REPRESENTATIVES, CONSULTANTS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO NEGLIGENCE OF A CITY INDEMNITEE, IN WHOLE OR IN PART, IN WHICH CASE PROFESSIONAL SHALL INDEMNIFY THE CITY INDEMNITEE ONLY TO THE EXTENT OF NEGLIGENCE ATTRIBUTED TO PROFESSIONAL, ITS OFFICERS, AGENTS, OR EMPLOYEES AS DETERMINED BY A COURT OR OTHER FORUM OF COMPETENT JURISDICTION). PROFESSIONAL'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY PROFESSIONAL UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE, PENAL OR CONSEQUENTIAL DAMAGES, HOWEVER ARISING, INCURRED BY EITHER PROFESSIONAL OR CITY OR FOR WHICH EITHER MAY BE LIABLE TO A THIRD PARTY.

Section 13. Assignment

Neither Party may assign or sublet this Agreement, or any part thereof, without the prior written consent of the other Party.

Section 14. Applicable Laws

Professional shall comply with all Federal, State, County and Municipal laws, ordinances, regulations, safety orders, resolutions and building codes relating or applicable to services to be performed under this Agreement. The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in the State District Court of Dallas County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court

Section 15. Default of Professional

In the event, Professional fails to comply or becomes disabled and unable to comply with the provisions of this Agreement as to the quality or character of the service or time of performance, and the failure is not corrected within ten (10) days after written notice by City to Professional, City may, at its sole discretion without prejudice to any other right or remedy:

A. Terminate this Agreement and be relieved of the payment of any further consideration to Professional except for all work determined by City to be satisfactorily completed prior to termination. Payment for work satisfactorily completed shall be for actual costs, including reasonable salaries and travel expenses of Professional to and from meetings called by City at which Professional is required to attend, but shall not include any loss of profit of Professional. In the event of such termination, City may proceed to complete the services in any manner deemed proper by City, either by the use of its own forces or by re-subletting to others.

B. City may, without terminating this Agreement or taking over the services, furnish the necessary materials, equipment, supplies and/or help necessary to remedy the situation, at the expense of Professional.

Section 16. Adjustments in Services

No claims for extra services, additional services or changes in the services will be made by Professional without a written agreement with City prior to the performance of such services.

Section 17. Execution becomes Effective

This Agreement will be effective on the date when signed by authorized representatives of Professional and City (“the Effective Date”).

Section 18. Agreement Amendments

This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof and there are no oral understandings, statements or stipulations bearing upon the meaning or effect of this Agreement which have not been incorporated herein. This Agreement may only be modified, amended, supplemented or waived by a written instrument executed by the Parties except as may be otherwise provided therein.

Section 19. Severability.

In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

Section 20. Independent Contractor.

It is understood and agreed by and between the Parties that Professional in satisfying the conditions of this Agreement, is acting independently, and that City assumes no responsibility or liabilities to any third party in connection with Professional's actions. All services to be performed by Professional pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of City. Professional shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement. There is no intended third party beneficiary to this Agreement.

Section 21. Right-Of-Access.

City will obtain and/or furnish right-of-access on any project site for Professional to perform any required studies, surveys, tests or other necessary investigations in relation to the Scope of Services.

Section 22. Notice.

Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier or by confirmed telefax or facsimile to the address specified below, or to such other party or address as either party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If to City: Wesley S. Pierson, City Manager
Town of Addison
16801 Westgrove Dr.
Addison, Texas 75001

With copy to: Whitt Wyatt, City Attorney
Wood Banowsky, PLLC
3710 Rawlins St., Ste 1000
Dallas, Texas 75219

If to Professional: David R. Boes, PG (TX)
VP, Area Manager
7805 Mesquite Bend, Suite 100
Irving, Texas 75063

Section 23. Counterparts.

This Agreement may be executed by the Parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the Parties.

Section 24. Exhibits.

The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

Section 25. Survival of Obligations.

Any of the representations and obligations of the Parties, as well as any rights and benefits of the Parties pertaining to a period of time following the termination of this Agreement shall survive termination.

Section 26. Authorization.

Each Party represents that it has full capacity and authority to grant all rights and assume all obligations granted and assumed under this Agreement.

Section 27. Successors and Assigns.

Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

Section 28. Recitals.

The recitals to this Agreement are incorporated herein.

Section 29. Audits and Records.

Professional agrees that during the term hereof the City and its representatives may, during normal business hours and as often as deemed necessary, inspect, audit, examine and reproduce any and all of Professional's non-proprietary, project-specific records relating to the services provided pursuant to this Agreement for a period of one year following the date of completion of services as determined by the City or date of termination if sooner.

Section 30. Conflicts of Interests.

Professional represents that no official or employee of the City has any direct or indirect pecuniary interest in this Agreement.

Section 31. Hazardous Materials; Warranty of Title, Waste Ownership

Professional shall report the presence and location of any hazardous materials it notices or which an engineer of similar skill and experience should have noticed to the City. Notwithstanding the foregoing or any other provision of this Agreement, Professional will not take title to, will not accept risk of loss with respect to, and will not be responsible for the removal and disposal of any hazardous materials found at the jobsite.

Section 32. No Boycott Israel and/or No Industry Discrimination.

Pursuant to Texas Government Code Chapter 2270, the Professional's execution of this Agreement shall serve as verification that the Organization does not presently boycott Israel and will not boycott Israel during the term of this Agreement. Pursuant to Texas Government Code Chapter 2251, the Professional's execution of this Agreement shall serve as verification that the Organization does not current discriminate against firearm and ammunition industries and will not for the term of the contract. Discriminating means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with the firearm or ammunition industry or with a person or entity doing business in the firearm or ammunition industry, but does not include an action made for ordinary business purposes.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK -
SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement as of the date of last execution hereof.

FOR CITY:

Town of Addison, Texas

By: _____
Wesley S. Pierson, City Manager

Date: _____

ATTEST:

By: _____
Irma Parker, City Secretary

FOR PROFESSIONAL

Kleinfelder, Inc.

By:  _____
David R. Boes, VP Area Manager

Date: 11.23.2021

EXHIBIT "A"
SCOPE OF SERVICES

PROPOSED PROJECT DESCRIPTION

Town of Addison (Town) would like to make the necessary upgrade to the electrical distribution and controls (ED&C) and instrumentation and controls at the existing Surveyor Road Pump Station. Kleinfelder Inc. will perform the ED&C design as described in the scope of work. Instrumentation and controls upgrades will be done by a vendor contracted directly by the Town.

SCOPE OF WORK

The work to be performed under this contract includes the engineering design, bid assistance, and construction administration services for ED&C improvements.

Task 1: PROJECT MANAGEMNET

Task 1.1 – Project Management Services

Kleinfelder’s project manager will interface with Town of Addison’s (Town) project manager on a regular basis. Manage the project scope of work for a period upto 12 months, including monitoring schedule and budget, making staff assignments to maintain the project schedule, and general management and coordination of project staff and the Client as described below:

Task 1.2 - Develop Health and Safety Plan

Kleinfelder will prepare a Health and Safety Plan (HASP) for the site, including a list of project personnel responsible for health and safety, hazard analysis for the anticipated activities, required personal protective equipment, safety programs, emergency response planning, contingency measures, and forms. Field personnel will be briefed on the plan and will be provided a copy of the HASP. Kleinfelder’s field team will consist of engineering staff.

Task 1.3 - Review Available Information.

Our project team will review all the information provided by the Town. Our team may request the following facility information:

- Any existing design plans or record drawing for the electrical component at Surveyor Road Pump Station.
- Any known electrical or instrumentation issue
- Any maintenance record for the Surveyor Road Pump Station

Task 2: DESIGN PHASE SERVICES

Kleinfelder will provide engineering services for ED&C improvements as shown below:

Task 2.1 – Kick-Off Meeting

Kleinfelder team will attend one (1) kick-off meeting with project team to review the design phase for the project. Kleinfelder will set up the meeting, prepare meeting agenda and provide meeting minutes.

Task 2.2 – Design Services

Our team will prepare a set of construction drawings, specifications, and opinion of probable construction cost for the electrical improvements at Surveyor Road Pump Station that includes:

- Electrical Distribution and Controls:
 - The Pump Station includes three water pumps, one driven by a 200HP motor and the other two by 250HP motors. All motors are 3-phase, 460V.
 - The existing motor control center (MCC) serving three pumps is to be replaced.
 - The plan is to replace the MCC in kind and in place. The existing conduit between the existing MCC and the pump motors is to be reused. New wire will be installed to each motor.
 - No variable frequency drives (VFDs) will be installed.
- Instrumentation and Controls:
 - The I&C work is to be designed by others.
 - Coordination will be conducted so that our team will include the instrument locations and associated conduit/wiring on the ED&C sheets.
 - The basic P&ID is assumed to remain unchanged (P&ID to be provided with the I&C design).
 - No modification to be made to the building security system.
- Work Definition: This work will include the following administrative services:
 - Our team will provide the following submittals for Owner's review:
 - 90% Design for Owner's review
 - 100% Design for Owner's review
 - Sealed and signed documents for advertisement
 - Conformed documents for construction
 - The duration of this Project is expected to be:
 - a. Design Phase: 4-6 months
 - b. Construction Phase: 8-12 month
 - Our team will conduct site surveys after notice to proceed is received as needed.
 - Our team will participate in various design team coordinating conference calls (upto 6) to review design progress

Task 2.3 – Preparation of Plans

Intermediate submittals of the construction plans, specifications and contract documents shall be submitted to the Town of Addison at 90%, and 100% completion levels. A maximum of two (2) weeks will be allotted for internal review of the documents by the Town of Addison at each complete level before proceedings to the next level.

Task 2.4 – Design Review Submittals

Submittal	Drawings	Specifications	Opinion of Cost	No. of Copies
90%	Draft	Draft	Preliminary	1
100%	Final	Final	Final	1

It has been assumed that Town of Addison will reproduce and distribute drawings and specifications for bidders during the bid phase.

Task 2.5 – Opinion of Probable Construction Cost

Prepare updated opinion of probable construction costs at the 90% and 100% completion stages.

Deliverables

- One (1) electronic copy of rehabilitation drawings and technical specifications at 90% design level.
- One (1) electronic copy of rehabilitation drawings and technical specifications at 100% design level.
- One (1) set of opinion of probable construction cost will be submitted as part of the 90% and 100% design submittal.

TASK 3 – BID PHASE SERVICES

Our team will provide Bid Phase services to include the following:

Task 3.1 – Advertising and Pre-bid Meeting

Assist Town staff in advertising for bids. Coordinate agenda, sign in sheet and provide meeting minutes.

Task 3.2 - Plan Distribution

Furnish Plans and specifications to the Town for bid purposes.

Task 3.3 – Addenda

Prepare and distribute up to two (2) addenda required to modify the requirements of the project during bidding, respond to requests for clarification, and issued instructions to bidders as directed by the Town.

Task 3.4 - Bid Tabulation

Prepare a tabulation of bids for the project and verify the bid amounts. Evaluate the lowest and second lowest bidder, including obtaining information on past work history and physical resources.

Task 3.5 - Recommendation for Award

Prepare a recommendation for award of contract or other action and notify bidders of the action taken by the Town of Addison.

Task 3.6 - Provide Conformance Set

Final specifications and contract book will be prepared incorporating the contractors executed contract documents and unit bid prices. Full sized plans that are released for construction shall be supplied as well.

TASK 4 – CONSTRUCTION DESIGN SUPPORT SERVICES

Our team will provide Construction Administration services to include the following:

Task 4.1 – Construction Coordination Meetings

Kleinfelder team will attend the pre-construction meeting. Kleinfelder team will also attend up to four (4) conference calls during the construction phase with the contractor, subcontractors, and Town staff monthly to discuss the progress of the project.

Task 4.2 – Shop Drawing, Submittal Reviews, and Change Orders

Review shop drawings, submittals, substitutions, up to two (2) change orders, and other documents provided by the contractor to determine compliance with the contract requirements, design intent, and review pay applications. We estimate that approximately fifteen (15) shop drawings submittals will be reviewed. Prepare responses and comments on each submittal and transmit copies of the contractor and Town staff. Maintain a record of all submittals and responses. Routine shop drawings and submittals generally will be reviewed and returned within seven (7) working days. Critical path items shall be reviewed and returned sooner.

Task 4.3 – Requests for Information

Receive and review submittal of request for information (RFI) for any questions, clarification or revision to the contract documents. Kleinfelder team will coordinate with Town staff and respond to contractor's RFI's. When appropriate, suggestions and alternatives will be provided to the contractor and/or Town staff. A log of RFIs will be maintained. Up to five (5) RFIs are included as a part of this contract.

Task 4.4 - Pay Application Reviews and Approvals

Review Pay Apps provided by the contractor and approvals provided by the Town of Addison Inspector to determine compliance with the contract requirements, design intent, list of items, contract unit prices specified, and work completed, as verified by the Town Inspector. Prepare responses and comments on each submittal and transmit copies to the contractor and Town staff. Maintain a record of all submittals and responses. Routine Pay Apps and Approvals generally will be reviewed and returned within seven (7) working days.

Task 4.5 – Construction and Start Up Site Visit

Our team will conduct the site visit throughout the project construction for site inspection for the improvements as various stages listed below:

- Initial demolition of MCC
- Initial setting of new MCC
- Initial energization of MCC
- Testing of cable to motors
- Startup of first pump

Task 4.6 – Final Punchlist Site Visit

Our team will conduct a final walk-through site visit to confirm all the improvements are in accordance with the contract documents. The site visit will be scheduled with Client. A punchlist will be with all the outstanding repairs and improvements will prepared for the contract to address. An additional follow up site visit will be completed to confirm the improvements.

Task 4.7 – Record Documents

Utilizing contractor construction record information, prepare and provide an electronic copy containing Record Drawing in digital format (PDF and CAD).

ANTICIPATED SCHEDULE

Notice to proceed (NTP) for Design:	1 day
Submittal of the 90% design submittal for review:	8–10 weeks after NTP
Review by Client:	2 weeks
Submittal of the 100% design submittal for review:	3-4 weeks after review comments
Review by Client:	2 weeks
Submittal of the Sealed and Signed Submittal:	1 week after review comments
Bid Phase	4 weeks
Construction	8-12 Months

INFORMATION/SERVICES PROVIDED BY CLIENT

- Town of Addison provide existing data for the Surveyor Road Pump Station.
- Any work to be completed by Prime Controls

ADDITIONAL SERVICES/ASSUMPTIONS

The following services are not included in the *Scope of Services* and will be considered as *Additional Services*, if and when they are required and authorized:

- No HVAC or ventilation/heating changes are included in this proposal.
- The I&C instrumentation and control logic will be modified (Prime Controls)
- Opinions of Probable Construction Costs are engineering estimates and are not warranted.
- This proposal does not include any software licenses or hardware in this proposal.

- We will use the same building background CAD file as used during the previous Surveyor GST Rehabilitation Project.
- Preliminary Engineering Report is not included in this scope of work.
- Any other services not specifically included in the above scope.

COMPENSATION

Kleinfelder’s fee estimate breakdown to complete the scope of work described above is summarized as follows:

Task No.	Description	Estimated Fee
1	Project Management	\$ 6,163.00
2	Design Phase Services	\$ 62,003.00
3	Bid Phase Services	\$ 8,349.00
4	Construction Design Support Services	\$ 27,084.00
TOTAL FEE		\$ 103,599.00

AUTHORIZATION

To authorize the scope of work described herein, please provide a Professional Services Agreement for our signature. Acceptance of the proposal indicates Client review and understanding of the scope of services.

LIMITATIONS

Our work will be performed in a manner consistent with that level of care and skill ordinarily exercised by other members of Kleinfelder’s profession practicing in the same locality, under similar conditions, and at the date the services are provided. Our conclusions, opinions, and recommendations will be based on a limited number of observations and data. It is possible that conditions could vary between or beyond the data evaluated. Kleinfelder makes no guarantee or warranty, express or implied, regarding the services, communication (oral or written), report, opinion, or instrument of service provided.

This proposal is valid for a period of 60 days from the date of this proposal. This proposal was prepared specifically for Client and may not be provided to others without Kleinfelder’s express permission.

We appreciate the opportunity to submit this proposal and look forward to working with you on this project. If you have any questions or comments, or if the scope of work we developed differs from that which you intended, please contact CP Nawal, PE at (972) 868-5900.