



Legislation Details (With Text)

File #:	17-0069	Version:	1	Name:	Lick Creek Waste Water Treatment Plant Capacity Expansion Design Contract
Type:	Contract	Status:		Status:	Consent Agenda
File created:	2/7/2017	In control:		In control:	City Council Regular
On agenda:	2/23/2017	Final action:		Final action:	
Title:	Presentation, possible action, and discussion on a Professional Services Contract (Contract No. 17300251) with Freese and Nichols, Inc., in the amount of \$4,788,765; for the design, bidding, and construction phase services associated with the Lick Creek Wastewater Treatment Plant Capacity Expansion Project and approval of a resolution declaring intention to reimburse certain expenditures with proceeds from debt.				
Sponsors:	Donald Harmon				
Indexes:					
Code sections:					
Attachments:	Professional Services Contract - A&E - LCWWTP Capacity Expansion - Signed Project Location Map - LCWWTP Capacity Expansion Project Rendering - LCWWTP Capacity Expansion LCWWTP Expansion DRR				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion on a Professional Services Contract (Contract No. 17300251) with Freese and Nichols, Inc., in the amount of \$4,788,765; for the design, bidding, and construction phase services associated with the Lick Creek Wastewater Treatment Plant Capacity Expansion Project and approval of a resolution declaring intention to reimburse certain expenditures with proceeds from debt.

Relationship to Strategic Goals:

- Core Services and Infrastructure

Recommendation(s): Staff recommends approval of the professional services contract and recommends approval of the resolution declaring intention to reimburse certain expenditures with proceeds from debt.

Summary: Freese and Nichols, Inc., was contacted to submit a proposal for the design of the Lick Creek Wastewater Treatment Plant Capacity Expansion project based upon their selection as being the most highly qualified firm in RFQ #17-002. The scope of this contract is for the design, bidding, and construction phase services for the expansion of the 2.5 MGD Lick Creek Wastewater Treatment Plant to a 5 MGD capacity plant.

Some of the major plant components that will be included in the design were identified in the 2016 Wastewater Master Plan and, in general, include the following major elements:

- A new coarse screening structure for lift station protection with associated screenings building.
- An expansion of the influent lift station and odor control systems.
- Expansion of the existing headworks to include additional fine screens, grit removal, grease handling improvements, odor control, and evaluation of overall headworks effectiveness.

- Expanded aeration basins and blowers, master planned for future nutrient removal. Design assumption is that the basins will be conventional activated sludge sized and arranged for future biological nutrient removal and potential uprating.
- Addition of new secondary clarifiers and improvements to existing clarifiers to reduce short circuiting.

Budget & Financial Summary: A total of \$36,525,000 has been budgeted for this project in the Wastewater Capital Improvement Projects Fund. It is anticipated that this project will be funded in its entirety with long term debt. The "Resolution Declaring Intention to Reimburse Certain Expenditures with Proceeds from Debt" is necessary for this item because the long term debt has not yet been issued for the project. The "Resolution Declaring Intention to Reimburse Certain Expenditures with Proceeds from Debt" that accompanies this item is for the project design and associated costs. It is anticipated that an additional debt reimbursement resolution will be brought forth for approval closer to the time when project construction is expected to begin.

Attachments:

- 1.) Contract No. 17300251
- 2.) Project Location Map
- 3.) Project Rendering
- 4.) Resolution Declaring Intention to Reimburse Certain Expenditures with Proceeds from Debt



LETTER OF TRANSMITTAL

TO: City of College Station Public Works Department ATTN: Ramiro Martinez 300 Krenak Tap Road College Station, TX 77845	DATE: January 30, 2017 PROJECT: Lick Creek WWTP Capacity Expansion
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We are sending the following items:

- Professional Services Contract (3 copies)
- Subcontractor Agreement (Please verify/indicate your Tax ID# on the face of the Agreement)
- Subcontractor Authorization - Schedule
- Form 1295

These are transmitted for your:

- | | | |
|---|---|---|
| <input checked="" type="checkbox"/> Execution | <input type="checkbox"/> Review & Comment | <input type="checkbox"/> Information |
| <input type="checkbox"/> Use | <input type="checkbox"/> Response | <input checked="" type="checkbox"/> Records |
| <input type="checkbox"/> Other _____ | | |

Please execute and return **one** original(s) to me for:

- Our Records
- Full Execution (One original will be returned for your records)
- Other _____

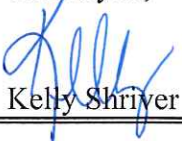
Form 1295 is for you to retain.

If you should have any questions, please contact us. We look forward to working with you on this Project.

Please return contract to:

Sharon James (sdj@freese.com)
Operations Analyst
4055 International Plaza, Suite 200
Fort Worth, Texas 76109

Thank you,



Kelly Shriver

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Freese and Nichols, Inc.
Fort Worth, TX United States

Certificate Number:
2017-159955

Date Filed:
01/30/2017

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of College Station

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

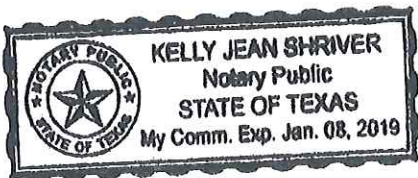
Contract No. 17300251
Lick Creek Wastewater Treatment Plant Capacity Expansion

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Hatley, Tricia	Oklahoma City, OK United States	X	
	New, John	San Antonio, TX United States	X	
	Payne, Jeff	Dallas, TX United States	X	
	Milrany, Cindy	Fort Worth, TX United States	X	
	Nichols, Mike	Fort Worth, TX United States	X	
	Coltharp, Brian	Fort Worth, TX United States	X	
	Pence, Robert	Fort Worth, TX United States	X	
	Gooch, Tom	Fort Worth, TX United States	X	
	Herchert, Robert	Fort Worth, TX United States	X	

5 Check only if there is NO Interested Party.

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



AFFIX NOTARY STAMP / SEAL ABOVE

Susanne M. Johnson
Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Susanne M. Johnson, this the 30th day of January, 2017, to certify which, witness my hand and seal of office.

Kelly Jean Shriver
Signature of officer administering oath

Kelly Jean Shriver
Printed name of officer administering oath

Notary Public
Title of officer administering oath

City of College Station

Architects & Engineering Professional Services Contract

This Contract is between the **City of College Station**, a Texas home-rule municipal corporation, (the "City") and Freese and Nichols, a Texas corporation (the "Consultant"), whereby the Consultant agrees to provide the City with certain professional services as described herein and the City agrees to pay the Consultant for those services.

ARTICLE I Scope of Services

- 1.01 In consideration of the compensation stated in paragraph 2.01 below, the Consultant agrees to provide the City with the professional services as described in **Exhibit "A"**, the Scope of Services, which is incorporated herein by reference for all purposes, and which services may be more generally described as follows: Lick Creek Wastewater Treatment Plant Capacity Expansion (the "Project").

ARTICLE II Payment

- 2.01 In consideration of the Consultant's provision of the professional services in compliance with all terms and conditions of this Contract, the City shall pay the Consultant according to the terms set forth in **Exhibit "B"**. Except in the event of a duly authorized change order, approved by the City as provided in this Contract, the total cost of all professional services provided under this Contract may not exceed four million, seven hundred and eighty-eight thousand, seven hundred and sixty-five and NO/100 Dollars (\$4,788,765.00).

ARTICLE III Time of Performance and Construction Cost

- 3.01 The Consultant shall complete the professional services within the times set forth below and in Section 3.02. Consultant expressly agrees that such times are as expeditious as is prudent considering the ordinary professional skill and care of a competent engineer or architect. Furthermore, the Consultant shall perform with the professional skill and care ordinarily provided by competent engineers or architects practicing in the same or similar locality and under the same or similar circumstances and professional license.

[Conceptual Design: N/A calendar days after the authorization to commence planning]
[Preliminary Design: 210 calendar days after authorization to commence PPD]
[Final Design: 300 calendar days after authorization to commence final design]

- 3.02 All design work and other professional services provided under this Contract must be completed by the following date: As set forth in the notice to proceed.

- 3.03 **Time is of the essence of this Contract.** The Consultant shall be prepared to provide the professional services in the most expedient and efficient manner possible in order to complete the work by the times specified. Promptly after the execution of this Contract, the Consultant shall prepare and submit for the City to approve in writing, a detailed schedule for the performance of the Consultant's services to meet the City's project milestone dates which are included in this Contract. The Consultant's schedule shall include allowances for periods of time required for the City's review and for approval of submissions by authorities having jurisdiction over the Project. The time limits established by this schedule over which Consultant has control shall not be exceeded without written approval from the City.
- 3.04 The Consultant's services consist of all of the services required to be performed by Consultant, Consultant's employees and Consultant's sub-consultants under the terms of this Contract. Such services include normal civil, structural, mechanical and electrical engineering services, plumbing, food service, acoustical and landscape services, and any other design services that are normally or customarily furnished and reasonably necessary for the Project. The Consultant shall contract and employ at its expense sub-consultants necessary for the design of the Project, and such sub-consultants shall be licensed as required by the State of Texas and approved in writing by the City.
- 3.05 The Consultant shall designate a principal of the firm reasonably satisfactory to the City who shall, for so long as acceptable to the City, be in charge of Consultant's services to be performed hereunder through to completion, and who shall be available for general consultation throughout the Project. Any replacement of that principal shall be approved in writing (which shall not be unreasonably withheld) by the City, prior to replacement.
- 3.06 Consultant shall be responsible for the coordination of all drawings and design documents relating to Consultant's design and used on the Project, regardless of whether such drawings and documents are prepared by Consultant. Consultant shall be responsible for the completeness and accuracy of all drawings and specifications submitted by or through Consultant and for its compliance with all applicable codes, ordinances, regulations, laws and statutes.
- 3.07 Consultant's evaluations of the City's project budget and the preliminary estimates of construction cost and detailed estimates of construction cost, represent the Consultant's best judgment as a design professional familiar with the construction industry.
- 3.08 The construction budget for this Project, which is established as a condition of this Contract is \$30,000,000. This construction budget shall not be exceeded unless the amount is changed in writing by the City.

ARTICLE IV Conceptual Design

- 4.01 Upon the Consultant's receipt from the City of a letter of authorization to commence planning, the Consultant shall meet with the City for the purpose of determining the nature of the Project. The Consultant shall inquire in writing as to the information it believes the City may have in its possession that is necessary for the Consultant's performance. The City shall provide the information within its possession that it can make available to the Consultant. The City shall designate a representative to act as the contact person on behalf of the City.
- 4.02 The Consultant shall determine the City's needs with regard to the Project, including, but not limited to, tests, analyses, reports, site evaluations, needs surveys, comparisons with other municipal projects, review of budgetary constraints and other preliminary investigations necessary for the Project. Consultant shall verify the observable existing conditions of the Project and verify any existing as-built drawings. Consultant shall confirm that the Project can be designed and constructed within the time limits outlined in this Contract. Consultant shall prepare a detailed design phase schedule which includes all review and approval periods during the schematic design, design development and construction document phases. Consultant shall confirm that the Project can be designed and constructed for the dollar amount of the Project budget, if applicable.
- 4.03 The Consultant shall prepare a Conceptual Design that shall include schematic layouts, surveys, sketches and exhibits demonstrating the considerations involved in the Project. The Conceptual Design shall contemplate compliance with all applicable laws, statutes, ordinances, codes and regulations. Upon the City's request, the Consultant shall meet with City staff and the City Council to make a presentation of its report.

ARTICLE V Preliminary Design

- 5.01 The City shall direct the Consultant to commence work on the Preliminary Design by sending to the Consultant a letter of authorization to begin work on the Preliminary Design pursuant to this Contract. Upon receipt of the letter of authorization to commence Preliminary Design, the Consultant shall meet with the City for the purpose of determining the extent of any revisions to the Conceptual Design.
- 5.02 The Consultant shall prepare the Preliminary Design of the Project, including, but not limited to, the preliminary drawings and specifications and other documents to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate. The Consultant shall submit to the City a detailed estimate of the construction costs of the Project, based on current area, volume, or other unit costs. This estimate shall also indicate both the cost of each category of work involved in constructing the Project and the time required for construction of the Project from commencement to final completion.

- 5.03 Upon completion of the Preliminary Design of the Project, the Consultant shall so notify the City. Upon request the Consultant shall meet with the City staff and City Council to make a presentation of its Preliminary Design of the Project. The Consultant shall provide an explanation of the Preliminary Design and cost estimate and shall verify that, to the best of Consultant's belief, the Project requirements and construction can be completed within the Project budget and schedule.

ARTICLE VI

Final Design

- 6.01 The City shall direct the Consultant to commence work on the Final Design of the Project by sending to the Consultant a letter of authorization to begin work on the Final Design phase of the Project. Upon receipt of the Letter of Authorization to proceed with Final Design of the Project, the Consultant shall immediately prepare the Final Design, including, but not limited to, the bid documents, contract, drawings, and specifications, to fix and describe the size and character of the Project as to structural, mechanical, and electrical systems, materials, and such other elements as may be appropriate. The Final Design of the Project shall comply with all applicable laws, statutes, ordinances, codes and regulations.
- 6.02 Notwithstanding the City's approval of the Final Design, the Consultant warrants that the Final Design will be sufficient and adequate to fulfill the purposes of the Project.
- 6.03 The Consultant shall prepare and separately seal the special provisions, the technical specifications, and bid proposal form(s) in conformance with the City's current pre-approved, "Standard Form of Construction Agreement" for the construction contract between the City and the construction contractor. The Consultant hereby agrees that no changes, modifications, supplementations, alterations, or deletions will be made to the City's standard form without the prior written approval of the City.
- 6.04 The Consultant shall provide the City with complete contract documents sufficient to be advertised for bids by the City. The contract documents shall include the design and specifications and other changes that are required to fulfill the purpose of the Project. Upon completion of the Final Design of the Project, with the submission of the complete contract documents, and upon request of the City, the Consultant shall meet with City staff and the City Council to present the Final Design of the Project. The Consultant shall provide an explanation of the Final Design and cost estimate.

ARTICLE VII

Bid Preparations & Evaluation

- 7.01 The Consultant shall assist the City in advertising for and obtaining bids or negotiating proposals for the construction of the Project. Upon request, the Consultant shall meet with City staff and the City Council to present, and make recommendations on, the bids submitted for the construction of the Project.

- 7.02 The Consultant shall review the construction contractors' bids, including subcontractors, suppliers, and other persons required for completion of the Project. The Consultant shall evaluate each bid and provide these evaluations to the City along with a recommendation on each bid. If the lowest bid for the construction of the Project exceeds the final cost estimate set forth in the Final Design of the Project, then the Consultant, at its sole cost and expense, shall revise the construction documents so that the total construction costs of the Project will not exceed the final cost estimate contained in the Final Design of the Project.
- 7.03 Where substitutions are requested by a construction contractor, the Consultant shall review the substitution requested and shall recommend approval or disapproval of such substitutions.

ARTICLE VIII Construction

- 8.01 The Consultant shall be a representative of, and shall advise and consult with, the City (1) during construction, and (2) at the City's direction from time to time during the correction, or warranty, period described in the construction contract. The Consultant shall have authority to act on behalf of the City only to the extent provided in this Contract unless modified by written instrument.
- 8.02 The Consultant shall make visits to the site, with a frequency appropriate to the scope of the Project, to inspect the progress and quality of the executed work of the construction contractor and its subcontractors and to determine if such work is proceeding in accordance with the contract documents. Consultant shall periodically review the as-built drawings for accuracy and completeness, and shall report its findings to the City.
- 8.03 The Consultant shall keep the City informed of the progress and quality of the work. The Consultant shall employ the professional skill and care ordinarily provided by competent engineers or architects practicing in the same or similar locality and under the same or similar circumstances and professional license in discovering and promptly reporting to the City any defects or deficiencies in such work and shall disapprove or reject any work failing to conform to the contract documents.
- 8.04 The Consultant shall review and approve shop drawings and samples, the results of tests and inspections, and other data that each construction contractor or subcontractor is required to provide. The Consultant's review and approval shall include a determination of whether the work complies with all applicable laws, statutes, ordinances and codes and a determination of whether the work, when completed, will be in compliance with the requirements of the contract documents.
- 8.05 The Consultant shall determine the acceptability of substitute materials and equipment that may be proposed by construction contractors or subcontractors. The Consultant shall also receive and review maintenance and operating instruction manuals, schedules, guarantees, and certificates of inspection, which are to be assembled by the construction contractor in accordance with the contract documents.

- 8.06 The Consultant shall issue all instructions of the City to the construction contractor as well as interpretations and clarifications of the contract documents pertaining to the performance of the work. Consultant shall interpret the contract documents and judge the performance thereunder by the contractor constructing the Project, and Consultant shall, within a reasonable time, render such interpretations and clarifications as it may deem necessary for the proper execution and progress of the work. Consultant shall receive no additional compensation for providing clarification of the drawings and specifications.
- 8.07 The Consultant shall review the amounts owing to the construction contractor and recommend to the City, in writing, payments to the construction contractor of such amounts. The Consultant's recommendation of payment, being based upon the Consultant's on-site inspections and its experience and qualifications as a design professional, shall constitute a recommendation by the Consultant to the City that the quality of such work is in accordance with the contract documents and that the work has progressed to the point reflected in Consultant's recommendation for payment.
- 8.08 Upon notification from the construction contractor that the Project is substantially complete, the Consultant shall conduct an inspection of the site to determine if the Project is substantially complete. The Consultant shall prepare a checklist of items that shall be completed prior to final acceptance. Upon notification by the construction contractor that the checklist items designated by the Consultant for completion have been completed, the Consultant shall inspect the Project to verify final completion.
- 8.09 The Consultant shall not be responsible for the work of the construction contractor or any of its subcontractors, except that the Consultant shall be responsible for the construction contractor's schedules or failure to carry out the work in accordance with the contract documents if such failures result from the Consultant's negligent acts or omissions. This provision shall not alter the Consultant's duties to the City arising from the performance of the Consultant's obligations under this Contract.
- 8.10 The Consultant shall conduct at least one on-site inspection during the warranty period and shall report to the City as to the continued acceptability of the work.
- 8.11 The Consultant shall not execute change orders on behalf of the City or otherwise alter the financial scope of the Project without an advance, written authorization from the City.
- 8.12 The Consultant shall perform all of its duties under this Article VIII so as to not cause any delay in the progress of construction of the Project.
- 8.13 The Consultant shall assist the construction contractor and City in obtaining a Certificate of Occupancy by accompanying governing officials during inspections of the Project if requested to do so by the City.

ARTICLE IX
Change Orders & Documents & Materials

- 9.01 No changes shall be made, nor will invoices for changes, alterations, modifications, deviations, or extra work or services be recognized or paid except upon the prior written order from authorized personnel of the City. The Consultant shall not execute change orders on behalf of the City or otherwise alter the financial scope of the Project.
- 9.02 a. When the original contract amount plus all change orders is \$100,000 or less, the City Manager or his delegate may approve the written change order provided the change order does not increase the total amount set forth in the contract to more than \$100,000. For such contracts, when a change order results in a total contract amount that exceeds \$100,000, the City Council must approve such change order prior to commencement of the services or work.
- b. When the original contract amount plus all change orders is greater than \$100,000, the City Manager or his delegate may approve the written change order provided the change order does not exceed \$50,000, and provided the sum of all change orders does not exceed 25% of the original contract amount. For such contracts, when a change order exceeds \$50,000 or when the sum of all change orders exceeds 25% of the original contract, the City Council must approve such change order prior to commencement of the services or work.
- c. Any request by the Consultant for an increase in the Scope of Services and an increase in the amount listed in paragraph two of this Contract shall be made and approved by the City prior to the Consultant providing such services or the right to payment for such additional services shall be waived. If there is a dispute between the Consultant and the City respecting any service provided or to be provided hereunder by the Consultant, including a dispute as to whether such service is additional to the Scope of Services included in this Contract, the Consultant agrees to continue providing on a timely basis all services to be provided by the Consultant hereunder, including any service as to which there is a dispute.**
- 9.03 The Consultant shall furnish the City five (5) sets of plans and specifications. It is hereby agreed that additional copies shall be provided to the City at the City's expense. The Consultant shall provide the City one (1) sets of reproducible, mylar record drawings that clearly show all the changes made during the construction process, based upon the marked-up prints, drawings, and other data furnished by the construction contractor to the Consultant. The Consultant shall provide copies of documents, computer files if available, surveys, notes, and tracings used or prepared by the Consultant. The foregoing documentation, the Consultant's work product, and other information in the Consultant's possession concerning the Project shall be the property of the City from the time of preparation. The Consultant shall furnish one set of digital files representing the final record drawings.

ARTICLE X
Warranty, Indemnification & Release

- 10.01 As an experienced and qualified design professional, the Consultant warrants that the information provided by the Consultant reflects the professional skill and care ordinarily provided by competent engineers or architects practicing in the same or similar locality and under the same or similar circumstances and professional license. The Consultant warrants the design preparation of drawings, the designation or selection of materials and equipment, the selection and supervision of personnel, and the performance of all other services under this Contract are performed with the professional skill and care ordinarily provided by competent engineers or architects practicing in the same or similar locality and under the same or similar circumstances and professional license. Approval of the City shall not constitute, or be deemed, a release of the responsibility and liability of the Consultant, its employees, agents, or associates for the exercise of skill and diligence to promote the accuracy and competency of their designs, information, plans, specifications or any other document, nor shall the City's approval be deemed to be the assumption of responsibility by the City for any defect or error in the aforesaid documents prepared by the Consultant, its employees, associates, agents, or subcontractors.
- 10.02 The Consultant shall promptly correct any defective designs or specifications furnished by the Consultant at no cost to the City. The City's approval, acceptance, use of, or payment for, all or any part of the Consultant's services hereunder or of the Project itself shall in no way alter the Consultant's obligations or the City's rights hereunder.
- 10.03 In all activities or services performed hereunder, the Consultant is an independent contractor and not an agent or employee of the City. The Consultant and its employees are not the agents, servants, or employees of the City. As an independent contractor, the Consultant shall be responsible for the professional services and the final work product contemplated under this Contract. Except for materials furnished by the City, the Consultant shall supply all materials, equipment, and labor required for the professional services to be provided under this Contract. The Consultant shall have ultimate control over the execution of the services it is to provide under this Contract. The Consultant shall have the sole obligation to employ, direct, control, supervise, manage, discharge, and compensate all of its employees or subcontractors, and the City shall have no control of or supervision over the employees of the Consultant or any of the Consultant's subcontractors.
- 10.04 The Consultant must at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of its officers, employees, agents, subcontractors, licensees, and other persons, as well as its personal property, while in the vicinity of the Project or any of the work being done on or for the Project. It is expressly understood and agreed that the City shall not be liable or responsible for the negligence of the Consultant, its officers, employees, agents, subcontractors, invitees, licensees, and other persons.
- 10.05 Indemnity. The Consultant agrees to indemnify, defend, and hold harmless the City, its officers, agents, employees, and volunteers (separately and collectively referred to in this paragraph as "Indemnitee"), from and against any and all claims, losses,**

damages, causes of action, suits, judgments, settlements, and for liability of every kind, including all expenses of litigation, court costs, reasonable attorney's fees, and other reasonable costs for damage to or loss of use of any property, for injuries to, or sickness or death of any person to the extent that the damage is caused by or results from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by the Consultant or the Consultant's agent, sub-consultant under contract, or another entity over which the Consultant exercises control.

10.06 Release. The Consultant releases, relinquishes, and discharges the City, its officers, agents, employees, and volunteers from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to, sickness or death of the Consultant or its employees and any loss of or damage to any property of the Consultant or its employees that is caused by or alleged to be caused by, arises out of, or is in connection with the Consultant's work to be performed hereunder. Both the City and the Consultant expressly intend that this release shall apply regardless of whether said claims, demands, and causes of action are covered, in whole or in part, by insurance and in the event of injury, sickness, death, loss, or damage suffered by the Consultant or its employees, but not otherwise, this release shall apply regardless of whether such loss, damage, injury, or death was caused in whole or in part by the City, any other party released hereunder, the Consultant, or any third party.

10.07 It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification, release or other obligations under Paragraphs 10.05 and 10.06, such legal limitations are made a part of the obligations and shall operate to amend same to the minimum extent necessary to bring the provision(s) into conformity with the requirements of such limitations, and as so modified, the obligations set forth therein shall continue in full force and effect.

ARTICLE XI Insurance

11.01 The Consultant shall procure and maintain at its sole cost and expense for the duration of this Contract insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, volunteers, employees or subcontractors. The policies, limits and endorsements required are as set forth on **Exhibit C**.

ARTICLE XII Use of Drawings, Specifications and Other Documents

12.01 The drawings, specifications and other documents prepared by the Consultant and Consultant's sub-consultants for this Project shall become the property of the City whether

the Project is completed or not. The City shall be furnished and permitted to retain reproducible copies and electronic versions of Consultant's drawings, specifications and other documents.

- 12.02 The documents prepared by Consultant may be used as a prototype for other facilities by the City. The City may elect to use the Consultant to perform the site adaptation and other architectural or engineering services involved in reuse of the prototype. If so, the Consultant is obligated to perform the work for an additional compensation that will fairly compensate the Consultant and its sub-consultants only for the additional work involved. It is reasonable to expect that the fair additional compensation will be significantly less than the fee provided for under this Contract. If the City elects to employ a different architect or engineer to perform the site adaptation and other architectural or engineering services involved in reuse of the prototype, that architect or engineer will be entitled to use Consultant's sub-consultants on the same basis that Consultant would have been entitled to use them for the work on the reuse of the prototype, and such architect or engineer will be entitled, to the extent allowed by law, to duplicate the design and review and refer to the construction documents, approved shop drawings and calculations, and change order drawings in performing its work. The Consultant will not be responsible for errors and omissions of a subsequent architect or engineer. The Consultant shall commit its sub-consultants to the terms of this subparagraph. The provisions of this section shall survive termination of this Contract.
- 12.03 In the event of termination of this Contract for any reason, the City shall receive all original documents prepared to the date of termination and shall have the right to use those documents and any reproductions in any way necessary to complete the Project.
- 12.04 Only the details of the drawings relating to this Project may be used by the Consultant on other projects, but they shall not be used as a whole without written authorization by the City. The City-furnished forms, conditions, and other written documents shall not be used on other projects by the Consultant.

ARTICLE XIII Termination

- 13.01 The City may terminate this Contract at any time upon **thirty (30)** calendar days written notice. Upon the Consultant's receipt of such notice, the Consultant shall cease work immediately. The Consultant shall be compensated for the services satisfactorily performed prior to the termination date.
- 13.02 If, through any cause, the Consultant fails to fulfill its obligations under this Contract, or if the Consultant violates any of the agreements of this Contract, the City has the right to terminate this Contract by giving the Consultant **five (5)** calendar days written notice to the Consultant. The Consultant will be compensated for the services satisfactorily performed prior to the termination date.

- 13.03 No term or provision of this Contract shall be construed to relieve the Consultant of liability to the City for damages sustained by the City because of any breach of contract and/or negligence by the Consultant. The City may withhold payments to the Consultant for the purpose of setoff until the exact amount of damages due the City from the Consultant is determined and paid.

ARTICLE XIV
Miscellaneous Terms

- 14.01 This Contract has been made under and shall be governed by the laws of the State of Texas. The parties agree that performance and all matters related thereto shall be in Brazos County, Texas.
- 14.02 Notices shall be mailed to the addresses designated herein or as may be designated in writing by the parties from time to time and shall be deemed received when sent postage prepaid U.S. Mail to the following addresses:

City of College Station
Attn: Ramiro Martinez
P.O. Box 9960
College Station, Texas 77842

Consultant:
David Jackson, P.E.
Freese and Nichols, Inc.
2711 North Haskell Ave. Suite 3300
Dallas, Texas 75204

- 14.03 No waiver by either party hereto of any term or condition of this Contract shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.
- 14.04 This Contract represents the entire and integrated agreement between the City and the Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may only be amended by written instrument approved and executed by the parties.
- 14.05 This Contract and all rights and obligations contained herein may not be assigned by the Consultant without the prior written approval of the City.
- 14.06 If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it may become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

- 14.07 The Consultant, its agents, employees, and subcontractors must comply with all applicable federal and state laws, the charter and ordinances of the City of College Station, and with all applicable rules and regulations promulgated by local, state, and national boards, bureaus, and agencies. The Consultant must obtain all necessary permits and licenses required in completing the work and providing the services required by this Contract.
- 14.08 The parties acknowledge that they have read, understood, and intend to be bound by the terms and conditions of this Contract. If there is a conflict between a provision in any documents provided by Consultant made a part of this Contract and any other provision in this Contract, the latter controls.
- 14.09 This Contract will be effective when signed by the last party whose signing makes the Contract fully executed.
- 14.10 **Notice of Indemnification. City and Consultant hereby acknowledge and agree that this Contract contains certain indemnification obligations and covenants.**

FREESE AND NICHOLS, INC.

CITY OF COLLEGE STATION

By: David R. Jackson
 Printed Name: David R. Jackson, P.E.
 Title: Vice President
 Date: 1/30/17

By: _____
 City Manager
 Date: _____

APPROVED:

 City Attorney
 Date: _____

 Assistant City Manager/CFO
 Date: _____

Exhibit A
Scope of Services

EXHIBIT A
City of College Station
Lick Creek Wastewater Treatment Plant Expansion
Engineering Scope of Services
January 26, 2016

Scope Narrative and Assumptions:

To address the growth projections from the 2016 Wastewater Master Plan, the City of College Station (CITY) desires to expand the Lick Creek Wastewater Treatment Plant (LCWWTP) from its current permitted capacity of 2 MGD to a new rated capacity of 5 MGD (15 MGD Peak 2-Hour). The goal of this expansion is to have the plant on-line by the end of 2020 to meet the growth projections and TCEQ rules. This agreement establishes the relationship between the CITY and Freese and Nichols (FNI) to provide engineering services for the preliminary design, final design, bid, construction and startup phases of the project.

A major permit amendment will be required for the expansion. It is anticipated that permit limits will become more stringent with the expansion, however TCEQ has indicated that nutrient limits (phosphorus or nitrogen) are not anticipated currently but may be applied later at a future date. Current permit limits expire May 1, 2019 and are 10 mg/L for carbonaceous biochemical oxygen demand (CBOD), 15 mg/L total suspended solids (TSS), 2 mg/L ammonia-nitrogen, and 126 CFU for E Coli. The improved treatment plant will be capable of consistently meeting anticipated discharge limits of 7 mg/L of CBOD, 7 mg/L of TSS and 1 mg/L of ammonia-nitrogen. The plant should also be arranged so that future phosphorus limits as low as 0.5 mg/L are master-planned into the expansion design and can be constructed in a future project to accommodate any future nutrient limit for phosphorus. It is not anticipated that the E Coli limit will change. A major permit amendment will be needed for the expansion and must be submitted and approved by TCEQ prior to start of construction.

The major plant components that will be included in the design were identified in the 2016 Wastewater Master Plan and, in general, include the following major elements:

- A new coarse screening structure for lift station protection with associated screenings building.
- An expansion of the influent lift station and odor control systems.
- Expansion of the existing headworks to include additional fine screens, grit removal, grease handling improvements, odor control, and evaluation of overall headworks effectiveness.
- Expanded aeration basins and blowers, master planned for future nutrient removal. Design assumption is that the basins will be conventional activated sludge sized and arranged for future biological nutrient removal and potential uprating.
- Addition of new secondary clarifiers and improvements to existing clarifiers to reduce short circuiting.
- Expanded return and waste activated sludge pumps.
- New effluent cloth filters.
- Replacement of the single channel UV system with a new dual channel UV disinfection system.
- Replacement of a non-operating centrifuge for dewatering waste solids.
- New non-potable water system.
- New plant maintenance building and administration building renovations (potentially to be designed as bid-alternates).
- Associated electrical, controls and SCADA system improvements.

- Associated yard piping and hydraulic improvements.
- Associated drainage, landscaping and paving improvements.

ARTICLE I - BASIC SERVICES: FNI shall render the following professional services for the development of the Project:

A. Phase 1 - Preliminary Design and TPDES Permitting:

1. Meet with CITY: (1) to review the scope of services, (2) to verify CITY's requirements for the Project, and (3) to review and update available data.
2. Perform general administrative duties associated with the project including progress monitoring and monthly progress reporting, scheduling, general correspondence, documentation, office administration and invoicing for the scope items identified below. Documentation shall be in accordance with any regulatory requirements for the project. These duties include maintaining routine contact with the CITY to help meet the needs of the CITY in a timely manner, and executing the work in accordance with the work plan, budget and schedule.
3. Meetings and Site Visits:
 - a. Conduct monthly progress meetings, up to a maximum of seven (7) meetings during the preliminary design phase.
 - b. Conduct up to two (2) additional site visits by the engineering team to the WWTP, for coordination on permitting and design aspects for completion of the project.
 - c. Conduct up to two (2) site visits to other treatment facilities (in Texas) with the CITY to look at installations of equipment and alternatives recommended for the new treatment plant.
 - d. Conduct workshops with the CITY during the Preliminary Design Phase:
 - i. One (1) technology transfer workshop on the specific technologies, equipment and alternatives recommended for the new treatment plant.
 - ii. One (1) workshop to develop initial criteria and project approach for Alternative Project Delivery (APD) using Competitive Sealed Proposals (CSP).
4. Advise CITY as to the necessity of CITY's providing or obtaining data or services from others, and assist CITY regarding any such services.
5. Incorporate flow projection and influent loading conditions, condition and criticality assessments, and planning evaluations for the new WWTP identified in the 2016 Wastewater Master Plan (WWMP), and update data sets using the most recent influent flow and loading data for the plant.
6. Develop the preliminary design alternative and process equipment selections based on a conventional activated sludge design approach. Preliminary Design should incorporate needs for future nutrient removal and potential future uprating of the basins using IFAS or Ballasted Flocculation.
7. Perform unit process calculations consistent with TCEQ Chapter 217 requirements to size all treatment units for final recommended alternative. Document calculations and any proposed variances to TCEQ rules for regulatory approvals.
8. Develop a BioWin model of the selected alternative for use in design optimization, process performance analysis and design criteria development under varying flow and load conditions.
9. Develop updated opinions of probable construction cost for the selected plant design.
10. Provide detailed Topographic Surveying of the LCWWTP required for the design phase.

11. Provide a Geotechnical Investigation and Geotechnical Engineering Report of the LCWWTP site required for the design phase.
12. Develop an analysis and plan for stormwater collection and drainage on the site. Evaluate the need for additional stormwater storage and determine if stormwater can be treated through the plant. If additional treatment capacity or stormwater detention is required, this will be an Additional Service.
13. Develop a Preliminary Design Report (PDR) documenting the calculations, evaluations and alternative analysis. The PDR will clearly identify the selected equipment, process flow and instrumentation diagrams (P&ID), anticipated layouts and detailed sketches, cut sheets and equipment O&M information for the conventional activated sludge plant expansion. This will include up to 25% design level drawings, detailed design criteria development and outline specifications for the design phase. Provide five (5) copies of the draft PDR and one electronic copy in PDF format for CITY review. Incorporate CITY comments and provide five (5) copies of the final PDR and one electronic copy in PDF format to the CITY.
14. Assist the CITY in applying for a TPDES Major Permit Amendment for the LCWWTP.
 - a. Compile Existing Information and Meet with CITY. FNI will obtain the current TPDES permit application forms from the TCEQ. Where appropriate, we will use information, including pertinent maps and drawings, from the CITY's previous TPDES permit application to address questions in the current application. If necessary, we will meet with the CITY to review data, identify other information needed for the application, and take photographs and make general observations at the facility site. CITY shall provide to FNI previous application documents and relevant data.
 - b. Hold a pre-application meeting with TCEQ. FNI and CITY will meet with TCEQ to discuss the proposed expansion alternatives and anticipated limits.
 - c. Compile Effluent Analysis Results. FNI will coordinate with the CITY and its laboratory in obtaining laboratory analyses required for the permit application. We will provide to the CITY and its designated laboratory copies of tables from the current TCEQ application form for the laboratory to complete. We propose that the laboratory complete these tables to reduce the risk of transcription errors. Upon receipt, FNI will review the tables for consistency with TCEQ's required minimum analytical limits (MALs) and for reasonability of the results. CITY shall contract with the analytical laboratory as needed and provide the necessary data.
 - d. Prepare Permit Application and Transmittal Letter. FNI will prepare a draft permit application and provide up to three copies for the CITY's review. The application will include maps, engineering drawings, schematic diagrams, and other required figures. We will finalize the application based on the CITY's comments and deliver a final original application and three (3) copies for the CITY to transmit to the TCEQ. We will also provide up to three (3) copies of the final application for the CITY's and TWDB's files.
 - e. Application Delivery and Meeting with TCEQ. If required, FNI will meet with TCEQ staff in Austin to deliver the final application and to discuss the City's proposed expansion.
 - f. Follow-Up with TCEQ. We estimate that it may take up to 40 hours to address TCEQ comments after submitting the application, which may include an additional meeting with the TCEQ to discuss the proposed permit amendments, if necessary. If we see that

the effort would exceed this amount to secure a final TPDES permit, we will notify the CITY for written approval of a budget modification to proceed.

15. Assist the CITY with BioWin Model Tutorial Development, Training, and Software License procurement
 - a. Assist CITY with initial software purchase of BioWin for CITY use. Estimated cost of the initial license is \$2500. Subsequent license renewals for the CITY would be purchase annually at an estimated \$2000 per year and will be paid separately by the CITY.
 - b. Develop a tutorial for operator training showing the existing model of the plant and options for up to two predefined operational scenarios for plant operations changes (such as changing influent loads or taking an aeration basin out of service, etc) for the purposes of operator training.
 - c. Conduct up to 8 hours of software training on the BioWin software and tutorials.

B. Phase 2 – Final Design Phase Services

1. Meetings and Site Visits:
 - a. Conduct monthly progress meetings, up to a maximum of ten (10) meetings during the design phase.
 - b. Conduct up to five (5) additional site visits by the engineering team to the WWTP, for coordination on detailed design aspects for completion of the project.
 - c. Conduct workshops with the CITY during the Design Phase. FNI will submit relevant drawings, specifications, and detailed data for each review workshop two weeks prior to the workshop dates to allow the CITY adequate time for review and comment.
 - i. 30% Level Process and Instrumentation Diagram review workshop – workshop to review the proposed P&ID diagrams and control concepts for the selected alternative.
 - ii. 60% design level QC workshop including constructability reviews.
 - iii. 90% design level QC workshop including constructability reviews.
 - iv. Conduct a single day Construction Sequencing workshop at the 90% level to discuss the proposed sequence of construction for the plant expansion.
 - v. All workshops will be conducted in College Station at the CITY's offices.
2. Prepare drawings, specifications, Construction Contract Documents, designs, and layouts of improvements to be constructed for each milestone submittal described above and for the final construction contract documents. For the purposes of design planning, the alternative is assumed to include the major items listed in the narrative and assumptions above, including the use of conventional activated sludge with future biological nutrient removal for the secondary treatment process. If a process other than conventional treatment is chosen, then any additional engineering effort required to incorporate the alternative would be an Additional Service.
3. Plans and Specifications for any potentially occupied building will be submitted through the CITY's planning and development process for construction permitting. The CITY will coordinate on obtaining these permits.
4. As part of all final design submittals, electronic digital files for design calculations, BioWin modeling, and CAD/Revit shall be submitted to the CITY.
5. Advise CITY of need for and recommend scope of subsurface investigations, special analysis, hydraulic model studies, underwater exploration and mapping, etc., and the retention of special

consultants beyond those identified in these Basic Services. The cost of such services shall be paid by CITY and are not included in the services performed by FNI.

6. Furnish CITY, when requested, the engineering data necessary for applications for routine permits required by local, state and federal authorities. Preparation of applications and supporting documents for government grants, TWDB or other funding, or for planning advances is an Additional Service.
7. Detailed design elements shall be developed using AutoCAD and Autodesk Revit BIM software for modeling the plant arrangement, coordinating with the CITY on the detailed mechanical, equipment and structures and the development of plan sheets for bidding purposes.
8. Submit drawings, specifications, design documentation and Construction Contract Documents to the applicable federal and state agency(s) for regulatory approval, where required. Submit drawings for the Maintenance Building and Administration Building improvements to the Texas Department of Licensing and Regulation for required ADA compliance rule reviews and associated approvals, and to the CITY's Planning and Development Department for review of building facilities.
9. This project assumes the use of the CITY's standard construction documents including the General Conditions. FNI will use its technical standards for drawings and technical specifications. FNI will coordinate with the CITY for any changes to match required spec standards in the Supplemental Conditions and Front End Documents. This assumes the project is delivered using Competitive Sealed Proposals (CSP).
10. Furnish such information necessary to utility companies whose facilities may be affected or services may be required for the Project.
11. Prepare revised opinion of probable construction cost for the 60%, 90% and 100% design completion levels.
12. Prepare bidder's proposal forms (project quantities) of the improvements to be constructed.
13. Furnish CITY five (5) half-size sets and one electronic PDF copy of drawings, specifications, and bid proposals for each submittal review and workshop above, for review and approval by CITY. Upon final approval by CITY, FNI will provide CITY five (5) half-size sets and one electronic PDF copy of "Final" sealed drawings and in CAD file format.

C. Phase 3 – Bid Phase Services

Bid phase services assume the project is constructed based on a Competitive Sealed Proposal selection process. Upon completion of the design services and approval of "Final" drawings and specifications by CITY, FNI will proceed with the performance of services in this phase as follows:

1. Issue a Notice to Bidders, consistent with the selected CSP process, for the CITY to distribute to prospective contractors and vendors, and to selected plan rooms, using the CITY's standard bid process. Provide a copy of the notice to bidders for CITY to use in notifying construction news publications and publishing appropriate legal notice. The cost for publications shall be paid by CITY.
2. Assist CITY in securing Competitive Sealed Proposals (bids). In coordination with the CITY, assist the CITY in development of CSP selection criteria, assist in development of bidding documents for CSP using the CITY's standard construction contract documents format, assist the City with evaluating bids/proposals for compliance (FNI will not be a voting member of the selection panel, but will participate in and provide guidance to CITY during contractor interviews/selections), and assist with the CSP award process.
3. Distribution of bid documents to selected plan rooms, and to prospective bidders that respond to the Notice to Bidders shall follow the CITY's standard bid procedure. FNI shall provide up to ten

- (10) sets of Bid Documents (three (3) full-size and seven (7) half-size) for the CITY's use, and coordinate with the CITY's procurement process for distribution of Contract Documents to prospective bidders and notification to plan rooms.
4. Communicate with potential bidders as required by the CITY's standard bid process.
 5. Assist CITY by responding to questions and interpreting bid documents. Prepare and issue addenda to the bid documents to plan holders, if necessary, following the CITY's standard bid process.
 6. The CITY will receive and open, and evaluate Competitive Sealed Proposals based on the published bid/proposer evaluation criteria at the appointed time. The CITY will provide this information to FNI who will then recommend acceptance of the most responsible proposer or rejection of the bid.
 7. Assist the CITY in conducting two (2) separate pre-bid conferences for the construction project and coordinate responses with CITY. Response to the pre-bid conference will be in the form of addenda issued after the conference. Attend the tour of the project site after the pre-bid conference.
 8. Develop an example "Construction Sequence" presentation, demonstrating to potential Contractors possible methodologies for sequencing construction events. FNI will also provide special procedures and construction constraints, clearly identified in the plans, specs and in the presentation, to define limitations for the Contractor to take any unit process or plant facility out of service for construction.
 9. Assist CITY in the preparation of "As-Bid" Construction Contract Documents. "As-Bid" plans and specifications shall incorporate any changes from addendum into the final electronic documents and the documents shall be reprinted with the appropriate changes notated and clouded per FNI record drawing standards. Provide ten (10) half-size sets of "As-Bid" Construction Contract Documents which include information from the apparent low bidders bid documents, legal documents, and addenda bound in the documents for execution by the CITY and construction contractor. Distribute five (5) copies of these documents and one electronic PDF copy to the contractor with a notice of award that includes directions for the execution of these documents by the construction contractor. Provide CITY with the remaining five (5) copies and one electronic PDF copy of these documents for use during construction. Additional sets of documents can be provided as an additional service.
 10. Furnish contractor copies of the drawings and specifications for construction pursuant to the General Conditions of the Construction Contract.

D. Phase 4 – Construction Phase Services:

Upon completion of the bid or negotiation phase services, FNI will proceed with the performance of construction phase services as described below. FNI will endeavor to protect CITY in providing these services however, it is understood that FNI does not guarantee the Contractor's performance, nor is FNI responsible for supervision of the Contractor's operation and employees. FNI shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, or any safety precautions and programs relating in any way to the condition of the premises, the work of the Contractor or any Subcontractor. FNI shall not be responsible for the acts or omissions of any person (except its own employees or agents) at the Project site or otherwise performing any of the work of the Project.

1. Assist CITY in conducting one (1) pre-construction conference with the selected Contractor, review construction schedules prepared by the Contractor pursuant to the requirements of the construction contract, and proposed construction. The construction contractor shall submit pay

requests as per this contract. Upon review FNI will recommend approval or rejection of the request submitted.

2. Establish communication procedures with the CITY and Contractor. Submit monthly reports of construction progress. Reports will describe construction progress in general terms and summarize project costs, payments made, construction schedule and pending and approved contract modifications.
3. Establish and maintain a project documentation system using FNI's FNIManager Project Document System, consistent with the requirements of the construction contract documents. Monitor the processing of contractor's submittals and provide for filing and retrieval of project documentation. Produce monthly reports indicating the status of all submittals in the review process. Review and respond to contractor's submittals, including, requests for information, modification requests, shop drawings, schedules, and other submittals in accordance with the requirements of the construction contract documents for the projects. Monitor the progress of the contractor in sending and processing submittals to see that documentation is being processed in accordance with schedules.
4. Based on FNI's observations as an experienced and qualified design professional and review of the Payment Requests and supporting documentation submitted by Contractor, determine the amount that FNI recommends Contractor be paid on monthly and final estimates, pursuant to the General Conditions of the Construction Contract.
5. Make up to twenty-six (26) monthly visits to the construction site (as distinguished from the continuous services of a Resident Project Representative) to observe the progress and the quality of work and to attempt to determine in general if the work is proceeding in accordance with the Construction Contract Documents. In this effort FNI will endeavor to protect the CITY against defects and deficiencies in the work of Contractors and will report any observed deficiencies to CITY. Visits to the site in excess of the specified number are an additional service.
6. Make up to fifteen (15) additional visits to the site, non-concurrent with the monthly site visits and meetings, to provide additional specialty observation or inspection as may be required for the project.
7. Furnish the services of a Resident Project Representative to act as CITY's on-site representative during the Construction Phase. The Resident Project Representative will act as directed by FNI to provide more extensive representation at the Project site during the Construction Phase. Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the Resident Project Representative and assistants, FNI shall endeavor to provide further protection for CITY against defects and deficiencies in the work. Furnishing the services of a Resident Project Representative is subject to the provisions of the Basic Services and Attachment RPR.

If CITY provides personnel to support the activities of the Resident Project Representative who is not FNI or FNI's agent or employee, the duties, responsibilities and limitations of authority of such personnel will be set forth in an Attachment attached to and made a part of this Agreement before the services of such personnel are begun. It is understood and agreed that such personnel will work under the direction of and be responsible to the Resident Project Representative.

8. Notify the contractor of non-conforming work observed on site visits. Review quality related documents provided by the contractor such as test reports, equipment installation reports or other documentation required by the Construction contract documents.
9. Coordinate the work of testing laboratories and inspection bureaus required for the testing or inspection of materials, witnessed tests, factory testing, etc. for quality control of the Project. The

cost of such quality control shall be paid by CITY and is not included in the services to be performed by FNI.

10. Interpret the drawings and specifications for CITY and Contractor(s). Investigations, analyses, and studies requested by the Contractor(s) and approved by CITY, for substitutions of equipment and/or materials or deviations from the drawings and specifications is an additional service.
11. Establish procedures for administering constructive changes to the construction contracts. Process contract modifications and negotiate with the contractor on behalf of the CITY to determine the cost and time impacts of these changes. Prepare change order documentation for approved changes for execution by the CITY. Documentation of field orders, where completion schedule or cost to CITY is not impacted, will also be prepared. Investigations, analyses, studies or design for substitutions of equipment or materials, corrections of defective or deficient work of the contractor or other deviations from the construction contract documents requested by the contractor and approved by the CITY are an additional service. Substitutions of materials or equipment or design modifications requested by the CITY are an additional service.
12. Prepare documentation for contract modifications required to implement modifications in the design of the project. Receive and evaluate notices of contractor claims and make recommendations to the CITY on the merit and value of the claim based on information submitted by the contractor or available in project documentation. Endeavor to negotiate a settlement value with the Contractor on behalf of the CITY if appropriate. Providing these services to review or evaluate construction contractor(s) claim(s), supported by causes not within the control of FNI are an additional service.
13. Provide for Construction Materials Testing during construction. An allowance of \$100,000 is assumed for this effort. Materials Testing beyond this allowance would be an additional service.
14. Assist in the transfer of and acceptance by the construction contractor of any CITY furnished equipment or materials.
15. Conduct, in company with CITY's representative, a final review of the Project for conformance with the design concept of the Project and general compliance with the Construction Contract Documents. Prepare a list of deficiencies to be corrected by the contractor before recommendation of final payment. Assist the CITY in obtaining legal releases, permits, warranties, spare parts, and keys from the contractor. Review and comment on the certificate of completion and the recommendation for final payment to the Contractor(s). Visiting the site to review completed work more than two trips are an additional service.
16. Revise the construction drawings in accordance with the information furnished by construction Contractor(s) reflecting changes in the Project made during construction. Five (5) half-size sets of prints of "Record Drawings" and one (1) full size mylar prints shall be provided by FNI to CITY. All digital record drawing and model files will be provided to the CITY via electronic submission.

E. Phase 5 – Post Construction Phase Services:

1. FNI will attend up to four (4) facility startup planning meetings, as required by the Contract Documents, to discuss facility startup plan and startup coordination for individual and plant process startup. Up to 136 total hours is assumed for startup assistance and performance optimization of the plant after startup.
2. Coordinate scheduling of, and participate in end-of-warranty period inspections, scheduled approximately one (1) month prior to completion of the Contractor's warranty period. FNI will provide a letter to the Contractor for each inspection identifying any deficiencies found in workmanship, materials or equipment, and the recommended actions to be taken with a schedule of completion. Four (4) warranty inspections are scheduled as two (2) hour duration each for a professional engineer with some assistance from an engineer-in-training.

3. Provide an updated Operations and Maintenance Manual for the LCWWTP to reflect changes in the operation of the plant. The O&M Manual shall be consistent with current TCEQ requirements. The O&M Manual will include all equipment operations of the plant, both existing and new equipment, and related unit process operations. Participate in two (2) quality control review workshops to facilitate quality control, discuss O&M Manual progress, review updated sections of the manual and receive input from the CITY. Prepare three (3) hard copies of the final O&M Manual in print and one (1) copy in PDF format to the CITY.

F. Phase 6 – Permit Renewals for Carter’s Lake, Carter’s Creek and Lick Creek (May 2019 Renewals):

1. Compile Existing Information and Meet with City. FNI will obtain the current TPDES permit application forms from the TCEQ. Where appropriate, we will use information, including pertinent drawings, from the OWNER’s previous TPDES permit applications to address questions in the current applications. We will meet with the City to review data, identify other information needed for the applications, and if necessary, visit each plant to take photographs and make general observations at the facility and each outfall and receiving water.
2. Compile Effluent Analysis Results. FNI will coordinate with the OWNER in obtaining laboratory analyses required for the permit applications. We will provide to the OWNER and its designated laboratory copies of tables to be completed from the current TCEQ application form, possibly including but not necessarily limited to the analyses of pollutants in treated effluent. We propose that the laboratory complete these tables to reduce the risk of transcription errors. Upon receipt, FNI will review the tables for consistency with minimum analytical limits (MALs) and for reasonability of the results.
3. Prepare Permit Applications and Transmittal Letter. FNI will prepare draft permit applications and provide up to three copies of each for the OWNER’s review. The applications will include maps, engineering drawings, schematic diagrams, and other figures as required. We will finalize the applications based on the OWNER’s comments and deliver a final original application and three (3) copies for each permitted WWTP for the OWNER to transmit to the TCEQ. We will also provide up to three (3) copies of each final application for the OWNER’s files.
4. Follow-Up with TCEQ. We have estimated that it will take approximately 60 hours to address TCEQ comments on each of the three applications after submittal, which includes a possible additional meeting with the TCEQ to discuss the renewal and draft permit. If we see that the effort would exceed this amount in order to secure a final TPDES permit, we will notify the OWNER for written approval of a budget modification to proceed.

ARTICLE II

ADDITIONAL SERVICES: Additional Services to be performed by FNI, if authorized by CITY, which are not included in the above described basic services, are described as follows:

- A. Field layouts or the furnishing of construction line and grade surveys.
- B. GIS mapping services or assistance with these services.
- C. Making property, boundary and right-of-way surveys, preparation of easement and deed descriptions, including title search and examination of deed records.
- D. Providing services to investigate existing conditions or facilities, or to make measured drawings thereof, or to verify the accuracy of drawings or other information furnished by CITY.
- E. Providing renderings, model, and mock-ups requested by the CITY.
- F. Revising drawings, specifications or other documents when such revisions are 1) not consistent

- with approvals or instructions previously given by CITY or 2) due to other causes not solely within the control of FNI.
- G. Providing consultation concerning the replacement of any Work damaged by fire or other cause during the construction, and providing services as may be required regarding the replacement of such Work.
 - H. Investigations involving consideration of operation, maintenance and overhead expenses, and the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals, evaluations, assessment schedules, and material audits or inventories required for certification of force account construction performed by CITY.
 - I. Preparing applications and supporting documents for government grants, loans, or planning advances and providing data for detailed applications.
 - J. Providing shop, mill, field or laboratory inspection of materials and equipment. Observe factory tests of equipment at any site remote to the project or observing tests required as a result of equipment failing the initial test.
 - K. Conducting pilot plant studies or tests.
 - L. Preparing data and reports for assistance to CITY in preparation for hearings before regulatory agencies, courts, arbitration panels or any mediator, giving testimony, personally or by deposition, and preparations therefore before any regulatory agency, court, arbitration panel or mediator.
 - M. Furnishing Special Inspections required under chapter 17 of the International Building Code. These Special Inspections are often continuous, requiring an inspector dedicated to inspection of the individual work item, and they are in addition to General Representation and Resident Representation services noted elsewhere in the contract. These continuous inspection services can be provided by FNI as an Additional Service.
 - N. Assisting CITY in preparing for, or appearing at litigation, mediation, arbitration, dispute review boards, or other legal and/or administrative proceedings in the defense or prosecution of claims disputes with Contractor(s).
 - O. Performing investigations, studies and analyses of substitutions of equipment and/or materials or deviations from the drawings and specifications.
 - P. Assisting CITY in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this Agreement. Such services, if any, shall be furnished by FNI on a fee basis negotiated by the respective parties outside of and in addition to this Agreement.
 - Q. Providing environmental support services including the design and implementation of ecological baseline studies, environmental monitoring, impact assessment and analyses, permitting assistance (beyond the TPDES major amendment shown in Basic Services), and other assistance required to address environmental issues.
 - R. Performing investigations, studies, and analysis of work proposed by construction contractors to correct defective work.
 - S. Design, contract modifications, studies or analysis required to comply with local, State, Federal or other regulatory agencies that become effective after the date of this agreement.
 - T. Services required to resolve bid protests or to rebid the projects for any reason.
 - U. Visits to the site more than the number of trips included in Basic Services for periodic site visits, coordination meetings, or contract completion activities.
 - V. Any services required because of default of the contractor(s) or the failure, for any reason, of the contractor(s) to complete the work within the contract time.
 - W. Providing services after the completion of the construction phase not specifically listed in Basic Services.
 - X. Providing basic or additional services on an accelerated time schedule. The scope of this service

include cost for overtime wages of employees and consultants, inefficiencies in work sequence and plotting or reproduction costs directly attributable to an accelerated time schedule directed by the CITY.

- Y. Providing services made necessary because of unforeseen, concealed, or differing site conditions or due to the presence of hazardous substances in any form.
- Z. Providing services to review or evaluate construction contractor(s) claim(s), provided said claims are supported by causes not within the control of FNI.
- AA. Providing value engineering studies or reviews of cost savings proposed by construction contractors after bids have been submitted.
- BB. Preparing statements for invoicing or other documentation for billing other than for the standard invoice for services attached to this professional services agreement.
- CC. Provide follow-up professional services during Contractor's warranty period.
- DD. Providing data, reports or briefings to City Council on the status of the project.
- EE. Design for additional stormwater retention or treatment facilities beyond those identified in basic services.
- FF. The scope of services for this project assumes that the TPDES applications will be processed by the TCEQ as uncontested, routine TPDES permit applications that would not require additional effort beyond that defined in Basic Services. Effort associated with any contested TPDES permits is an additional service.

ARTICLE III

TIME OF COMPLETION: FNI is authorized to commence work on the Project upon execution of this Agreement and agrees to complete the services in accordance with the following schedule:

<u>Preliminary Design Report</u>	<u>7 months from NTP</u>
<u>Final Design Completion</u>	<u>10 months from approved PDR</u>
<u>Bid Phase</u>	<u>3 Months from Final Design Completion</u>
<u>Construction Phase</u>	<u>26 Months from Contractor NTP</u>
<u>Post Construction Phase</u>	<u>3 Months from Completion of Warranty Period</u>

If FNI's services are delayed through no fault of FNI, FNI shall be entitled to adjust contract schedule consistent with the number of days of delay. These delays may include but are not limited to delays in CITY or regulatory reviews, delays on the flow of information to be provided to FNI, governmental approvals, etc. These delays may result in an adjustment to compensation as outlined on the face of this Agreement and in Attachment CO.

ARTICLE IV

ASSUMPTIONS: FNI has made the following assumptions in the development of FNI's scope and fee proposal for this project:

- A. CITY recognizes and expects that certain Change Orders may be required. FNI recommends that the CITY budget a minimum of 10% of the estimated project cost for construction change orders.

Any responsibility of FNI for the costs of Covered Changed Orders will be determined based on applicable contractual obligations and professional liability standards. For purposes of this paragraph, the cost of Covered Change Orders will not include:

- any costs that CITY would have incurred if the Covered Change Order work had been included originally in the Contract Documents and without any other error or omission of FNI related thereto,
- Any costs that are due to unforeseen site conditions, or
- Any costs that are due to changes made by the CITY.
- Any costs that are due to the Contractor

Wherever used in this document, the term FNI includes FNI's officers, directors, partners, employees, agents, and FNIs Consultants.

- B. CITY will designate in writing a person to act as CITY's representative with respect to the services to be rendered under this Agreement. Such person shall have contract authority to transmit instructions, receive information, interpret and define CITY's policies and decisions with respect to FNI's services for the Project.
- C. CITY will provide all criteria and full information as to CITY's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which CITY will require to be included in the drawings and specifications.
- D. CITY will assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
- E. CITY will arrange for access to and make all provisions for FNI to enter upon public and private property as required for FNI to perform services under this Agreement.
- F. CITY will examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by FNI, obtain advice of an attorney, insurance counselor and other consultants as CITY deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of FNI.
- G. CITY will submit such documents, plans and specification to the regulating agencies and request the required approvals as expeditiously as is reasonable. FNI will provide all necessary documents, including plans, specifications meeting regulatory requirements.
- H. CITY will provide such accounting and independent cost estimating services as may be required for the Project, such legal services as CITY may require, such auditing service as CITY may require to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract, and such inspection services as CITY may require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.
- I. CITY shall determine, prior to receipt of construction bid, if FNI is to furnish Resident Project Representative service so the Bidders can be informed.
- J. If CITY designates a person to serve in the capacity of Resident Project Representative who is not FNI or FNI's agent or employee, the duties, responsibilities and limitations of authority of such Resident Project Representative(s) will be set forth in an Attachment RPR attached to and made a part of this Agreement before the Construction Phase of the Project begins. Said attachment shall also set forth appropriate modifications of the Construction Phase services as defined in Article I, Phase 4, together with such adjustment of compensation as appropriate.
- K. CITY will attend the pre-bid conference, bid opening, preconstruction conferences, construction progress and other job related meetings and substantial completion inspections and final payment inspections.

- L. CITY will give prompt written notice to FNI whenever CITY observes or otherwise becomes aware of any development that affects the scope or timing of FNI's services, or any defect or nonconformance of the work of any Contractor.
- M. CITY will assist Freese and Nichols by placing at Freese and Nichols' disposal all available information pertinent to the Lick Creek TPDES Permit Major Amendment and TPDES Permit Renewals identified in Basic Services, including previous reports and any other data relative to the Project. Information needed for the permit application includes, but is not necessarily limited to, the following items:
 - a. Tables of effluent analyses to be prepared by CITY's laboratory for all required parameters, including but not limited to the following:
 - i. Current effluent analysis laboratory reports for conventional parameters (nutrients, CBOD, dissolved oxygen, pH, bacteria, etc.);
 - ii. Current effluent analysis laboratory reports necessary to prepare tables for organic compounds, metals, cyanide and phenols, volatile compounds, acid compounds, base/neutral compounds, and pesticides. Analyses must comply with TCEQ requirements for minimum analytical limits (MALs), as prescribed in the application;
 - iii. Current toxicity testing laboratory reports for effluent;
 - iv. Copies of signed laboratory reports for the tests listed above;
 - b. Information on CITY's pollution prevention program/activities as necessary to prepare the TPDES application.
- N. CITY shall provide the TPDES application fee and submit the final application, copies, and the fee to TCEQ. CITY shall also provide for advertisement and notification of permit application, if required by the TCEQ.

ARTICLE V

DESIGNATED REPRESENTATIVES: FNI and CITY designate the following representatives:

CITY's Designated Representative –

Ramiro Martinez
 300 Krenek Tap Road
 College Station, TX 77845
 979-764-3872
rmartinez@cstx.gov

CITY's Accounting Representative –

Lisa Davis
 1101 South Texas Avenue
 College Station, TX 77840
 979-764-3558
ldavis@cstx.gov

FNI's Designated Representative –

David Jackson
 2711 N. Haskell, Suite 3300
 Dallas, TX 75204
 214-217-2257
david.jackson@freese.com

FNI's Accounting Representative –

Sharon James
4055 International Plaza, Suite 200
Fort Worth, TX 76109
817-735-7298
sharon.james@freese.com

ARTICLE VI – COMPENSATION (ATTACHMENT CO)

City of College Station Lick Creek Wastewater Treatment Plant Expansion Summary of Fee by Task	
Phase 1 – Preliminary Design Phase Services	\$526,760
Phase 2 – Final Design Phase Services	\$2,131,230
Phase 4 – Construction Phase Services	\$752,985
Phase 5 – Post Construction Phase Services	\$97,545
Phase 6 – TPDES Permit Renewals	\$45,775
Basic Services Total (Lump Sum)	\$3,554,295
Phase 1 – Pre-Design Surveying Services	\$66,000
Phase 1 – Pre-Design Geotechnical Investigation Services	\$67,600
Phase 3 – Bid Phase Services	\$147,570
Phase 4 – Construction Phase Materials Testing Services	\$110,000
Phase 4 – Construction Resident Representation Services	\$843,300
Special Services Total (Cost Plus Max)	\$1,234,470
Project Total	\$4,788,765

If FNI sees the Scope of Services changing so that Additional Services are needed, including but not limited to those services described as Additional Services in Exhibit A, FNI will notify CITY for CITY's approval before proceeding. Additional Services shall be computed based on the Schedule of Charges below.

Schedule of Charges:

<u>Position</u>	<u>Rate</u>
Professional - 1	113
Professional - 2	137
Professional - 3	156
Professional - 4	178
Professional - 5	209
Professional - 6	240
Construction Manager - 1	91
Construction Manager - 2	117
Construction Manager - 3	138
Construction Manager - 4	173
CAD Technician/Designer - 1	96
CAD Technician/Designer - 2	126
CAD Technician/Designer - 3	153
Corporate Project Support - 1	92
Corporate Project Support - 2	111
Corporate Project Support - 3	148
Intern/ Coop	57

Rates for In-House Services

Technology Charge

\$8.50 per hour

Travel

Standard IRS Rates

Bulk Printing and Reproduction

	<u>B&W</u>	<u>Color</u>
Small Format (per copy)	\$0.10	\$0.25
Large Format (per sq. ft.)		
Bond	\$0.25	\$0.75
Glossy / Mylar	\$0.75	\$1.25
Vinyl / Adhesive	\$1.50	\$2.00
Mounting (per sq. ft.)	\$2.00	
Binding (per binding)	\$0.25	

OTHER DIRECT EXPENSES:

Other direct expenses are reimbursed at actual cost times a multiplier of 1.10. They include outside printing and reproduction expense, communication expense, travel, transportation and subsistence away from the FNI office and other miscellaneous expenses directly related to the work, including costs of laboratory analysis, test, and other work required to be done by independent persons other than staff members. For Resident Representative services performed by non-FNI employees and CAD services performed in-house by non-FNI employees where FNI provides workspace and equipment to perform such services, these services will be billed at cost times a multiplier of 2.0. This markup approximates the cost to FNI if an FNI employee was performing the same or similar services.

These rates will be adjusted annually in February.

Attachment RPR - PROJECT REPRESENTATION

- A. FNI will have a Resident Project Representative on the Site. The duties, responsibilities and the limitations of authority of the Resident Project Representative, and designated assistants, are as follows:
1. Resident Project Representative is FNI's agent at the site, will act as directed by and under the supervision of FNI, and will confer with FNI regarding Resident Project Representative's actions. Resident Project Representative's dealings in matters pertaining to the on-site Work shall in general be with FNI and CONTRACTOR, keeping Owner advised as necessary. Resident Project Representative's dealings with Subcontractors shall only be through or with full knowledge and approval of CONTRACTOR. Resident Project Representative shall generally communicate with Owner with the knowledge of and under the direction of FNI.
- B. Duties and Responsibilities of Resident Project Representative:
1. Schedules: Review the progress schedule, schedule of Shop Drawing submittals and schedules of values prepared by CONTRACTOR and consult with FNI concerning acceptability.
 2. Conferences and Meetings: Attend meetings with CONTRACTOR, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
 3. Liaison:
 - a. Serve as FNI's liaison with CONTRACTOR, working principally through CONTRACTOR's superintendent and assist in understanding the intent of Contract Documents; and assist FNI in serving as Owner's liaison with CONTRACTOR when CONTRACTOR's operations affect Owner's on-site operations.
 - b. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
 4. Shop Drawings and Samples:
 - a. Record date of receipt of Shop Drawings and Samples.
 - b. Receive Samples which are furnished at the Site by CONTRACTOR, and notify FNI of availability of Samples for examination.
 - c. Advise FNI and CONTRACTOR of the commencement of any Work requiring a Shop Drawing or Sample if the submittal has not been approved by FNI.
 5. Review of Work, Rejection of Defective Work, Inspections and Tests:

- a. Conduct on-site observations of the Work in progress to determine if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to FNI whenever Resident Project Representative believes that any Work will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise FNI of Work the Resident Project Representative believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
 - c. Verify that tests, equipment and systems start-up and operating and maintenance training are conducted in the presence of appropriate personnel, and the CONTRACTOR maintains adequate records thereof; and observe record and report to FNI appropriate details relative to the test procedures and start-ups.
 - d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to FNI.
6. Interpretation of Contract Documents: Report to FNI when clarifications and interpretations of the Contract Documents are needed and transmit to CONTRACTOR clarifications and interpretations as issued by FNI.
7. Request for Revisions: Consider and evaluate CONTRACTOR's suggestions for revisions to Drawings or Specifications and report with Resident Project Representative's recommendations to FNI. Transmit to CONTRACTOR in writing decisions as issued by FNI.
8. Records:
- a. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and Samples, reproductions of original Contract Documents, including all Work Change Directives, Addenda, Change Orders, Field Orders, Written Amendments, additional Drawings issued subsequent to the execution of the Contract, FNI's clarifications and interpretations of the Contract Documents, progress reports, submittals and correspondence received from and delivered to CONTRACTOR and other Project related documents.
9. Reports:
- a. Furnish to FNI periodic reports as required of progress of the work and of CONTRACTOR's compliance with the progress schedule and schedule of Shop Drawings and Sample submittals.
 - b. Consult with FNI in advance of scheduled major tests, inspections or start of important phases of the Work.

- c. Draft proposed Written Amendments, Change Orders and Work Change Directives, obtaining backup material from CONTRACTOR and recommend to FNI Written Amendments, Change Orders, Work Change Directives, and Field Orders.
 - d. Report immediately to FNI and Owner the occurrence of any accident.
 - 10. Payment Requests: Review Applications for Payment with CONTRACTOR for compliance with the established procedure for their submission and forward with recommendations to Owner, noting particularly the relationship of the payment requested to the schedule of values, work completed and materials and equipment at the Site but not incorporated in the Work.
 - 11. Certificates, Maintenance and Operation Manuals: During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to FNI for review and forwarding to Owner prior to final payment for the Work.
 - 12. Completion:
 - a. Before FNI issues a Certificate of Substantial Completion, submit to CONTRACTOR a list of observed items requiring completion or correction.
 - b. Observe whether CONTRACTOR has performed inspections required by laws or regulations, ordinances, codes or order applicable to the Work, including but not limited to those to be performed by public agencies having jurisdiction over the Work.
 - c. Conduct a final inspection in the company of FNI, Owner and CONTRACTOR and prepare a final list of items to be completed or corrected.
 - d. Observe whether all items on final list have been completed or corrected and make recommendations to FNI concerning acceptance.
- C. Limitations of Authority of Resident Project Representative:
- 1. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items), unless authorized by FNI.
 - 2. Shall not exceed limitations of FNI's authority as set forth in Agreement or the Contract Documents.
 - 3. Shall not undertake any of the responsibilities of CONTRACTOR, Subcontractor, Suppliers, or CONTRACTOR's superintendent.
 - 4. Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.

5. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work or any activities or operations of Owner or CONTRACTOR.
6. Shall not accept shop drawing or sample submittals from anyone other than the CONTRACTOR.
7. Shall not participate in specialized field or laboratory tests or inspections conducted by others, except as specifically authorized by FNI.

Exhibit B

Payment Terms

Payment is a fixed fee in the amount listed in paragraph 2.01 of this Contract. This amount shall be payable by the City pursuant to the schedule listed below and upon completion of the services and written acceptance by the City.

Schedule of Payment for each phase:

City of College Station Lick Creek Wastewater Treatment Plant Expansion Summary of Fee by Task	
Phase 1 – Preliminary Design Phase Services	\$526,760
Phase 2 – Final Design Phase Services	\$2,131,230
Phase 4 – Construction Phase Services	\$752,985
Phase 5 – Post Construction Phase Services	\$97,545
Phase 6 – TPDES Permit Renewals	\$45,775
Basic Services Total (Lump Sum)	\$3,554,295
Phase 1 – Pre-Design Surveying Services	\$66,000
Phase 1 – Pre-Design Geotechnical Investigation Services	\$67,600
Phase 3 – Bid Phase Services	\$147,570
Phase 4 – Construction Phase Materials Testing Services	\$110,000
Phase 4 – Construction Resident Representation Services	\$843,300
Special Services Total (Cost Plus Max)	\$1,234,470
Project Total	\$4,788,765

Exhibit C

Insurance Requirements

During the term of this Contract all Consultant's insurance policies shall meet the following requirements:

- I. Standard Insurance Policies Required:
 - A. Commercial General Liability
 - B. Business Automobile Liability
 - C. Workers' Compensation
 - D. Professional Liability

- II. For each of these policies, the Consultant's insurance coverage shall be primary insurance with respect to the City, its officials, agents, employees and volunteers. Any self-insurance or insurance policies maintained by the City, its officials, agents, employees or volunteers, shall be considered in excess of the Consultant's insurance and shall not contribute to it. No term or provision of the indemnification provided by the Consultant to the City pursuant to this Contract shall be construed or interpreted as limiting or otherwise affecting the terms of the insurance coverage. All Certificates of Insurance and endorsements shall be furnished to the City's Representative at the time of execution of this Contract, attached hereto as **Exhibit D**, and approved by the City before any letter of authorization to commence planning will issue or any work on the Project commences.

- III. General Requirements Applicable to All Policies
 - A. Only insurance carriers licensed and authorized to do business in the State of Texas will be accepted.
 - B. Deductibles shall be listed on the Certificate of Insurance.
 - C. "Claims made" policies will not be accepted, except for Professional Liability insurance.
 - D. Coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) calendar days prior written notice has been given to the City of College Station.
 - E. The Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent on the most current State of Texas Department of Insurance-approved forms.

- IV. Commercial (General) Liability requirements:
 - A. Coverage shall be written by a carrier rated "A:VIII" or better in accordance with the current A. M. Best Key Rating Guide.
 - B. Minimum Limit of \$1,000,000 per occurrence for bodily injury and property

- damage with a \$2,000,000 annual aggregate.
- C. No coverage shall be excluded from the standard policy without notification of individual exclusions being attached for review and acceptance.
 - D. The coverage shall not exclude premises/operations; independent contracts, products/completed operations, contractual liability (insuring the indemnity provided herein), and where exposures exist, Explosion Collapse and Underground coverage.
 - E. The City shall be included as an additional insured and the policy shall be endorsed to waive subrogation and to be primary and non-contributory.

V. Business Automobile Liability requirements:

- A. Coverage shall be written by a carrier rated "A:VIII" or better in accordance with the current. A. M. Best Key Rating Guide.
- B. Minimum Combined Single Limit of \$1,000,000 per occurrence for bodily injury and property damage.
- C. The Business Auto Policy must show Symbol 1 in the Covered Autos portion of the liability section in Item 2 of the declarations page.
- D. The coverage shall include owned autos, leased or rented autos, non-owned autos, any autos and hired autos.

VI. Workers' Compensation Insurance requirements:

- A. Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas Administrative Code, all employees of the Consultant, the Consultant, all employees of any and all subcontractors, and all other persons providing services on the Project must be covered by a workers' compensation insurance policy: either directly through their employer's policy (the Consultant's, or subcontractor's policy) or through an executed coverage agreement on an approved Texas Department of Insurance Division of Workers Compensation (DWC) form. Accordingly, if a subcontractor does not have his or her own policy and a coverage agreement is used, Consultants and subcontractors must use that portion of the form whereby the hiring contractor agrees to provide coverage to the employees of the subcontractor. The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent contractor may not be used.
- B. The workers' compensation insurance shall include the following terms:
 - 1. Employer's Liability limits of \$1,000,000 for each accident is required.
 - 2. "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy.
 - 3. Texas must appear in Item 3A of the Worker's Compensation coverage or Item 3C must contain the following: All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY.

- C. Pursuant to the explicit terms of Title 28, Section 110.110(c)(7) of the Texas Administrative Code, this Contract, the bid specifications, this Contract, and all subcontracts on this Project must include the terms and conditions set forth below, without any additional words or changes, except those required to accommodate the specific document in which they are contained or to impose stricter standards of documentation:

"A. Definitions:

Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Division of Workers Compensation, or a coverage agreement (DWC-81, DWC-83, or DWC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the Contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractors" in § 406.096 [of the Texas Labor Code]) - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent Contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- B. *The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.*
- C. *The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.*
- D. *If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage*

with the governmental entity showing that coverage has been extended.

- E. The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:*
- (1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and*
 - (2) no later than seven calendar days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.*
- F. The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.*
- G. The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the Contractor knew or should have known, or any change that materially affects the provision of coverage of any person providing services on the project.*
- H. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Division of Workers Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.*
- I. The Contractor shall contractually require each person with whom it contracts to provide services on a project, to:*
- (1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;*
 - (2) provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;*
 - (3) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends*

during the duration of the project;

(4) obtain from each other person with whom it contracts, and provide to the Contractor:

(a) a certificate of coverage, prior to the other person beginning work on the project; and

(b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

(6) notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

(7) contractually require each person with whom it contracts, to perform as required by paragraphs (a) - (g), with the certificates of coverage to be provided to the person for whom they are providing services.

J. By signing this contract, or providing, or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

K. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor that entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten calendar days after receipt of notice of breach from the governmental entity."

VII. Professional Liability requirements:

- A. Coverage shall be written by a carrier rated "A:VIII" or better in accordance with the current A.M. Best Key Rating Guide.
- B. Minimum of \$1,000,000 per claim and \$2,000,000 aggregate, with a maximum deductible of \$100,000.00. Financial statements shall be furnished to the City of College Station when requested.
- C. Policy must include availability of a two-year extended reporting period.
- D. Retroactive date must be shown on certificate.

Exhibit "D"

Certificate(s) of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/30/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Ames & Gough 8300 Greenboro Dr. Suite 980 McLean VA 22102	CONTACT NAME: PHONE (A/C, No, Ext): 703-827-2277		FAX (A/C, No): 703-827-2279
	E-MAIL ADDRESS: admin@amesgough.com		
INSURER(S) AFFORDING COVERAGE			NAIC #
INSURER A : Continental Casualty Company (CNA)			20443
INSURER B : Hartford Fire Insurance Company A+			19682
INSURER C : Hartford Casualty Insurance Company			29424
INSURER D : Trumbull Insurance Company A+ (XV)			27120
INSURER E :			
INSURER F :			

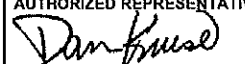
COVERAGES **CERTIFICATE NUMBER:** 352805376 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			42JUNNI6224	10/23/2016	10/23/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			42JENNI6305	10/23/2016	10/23/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000			42RHUNI5748	10/23/2016	10/23/2017	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	42WBCU2821	10/23/2016	10/23/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Professional Liability			AEH008214422	10/23/2016	10/23/2017	5,000,000 / per claim 10,000,000 aggr

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

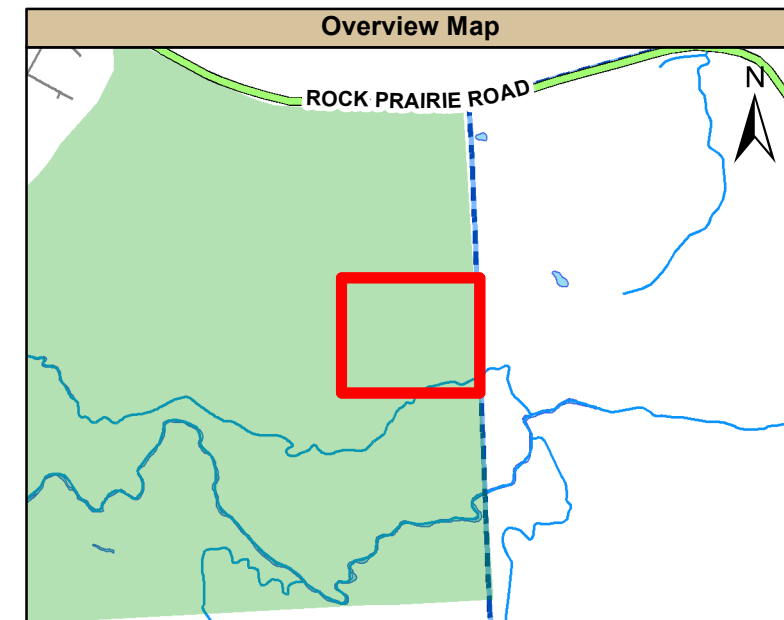
Lick Creek Wastewater Treatment Plant Capacity Expansion
 The City and its employees, officers, officials, agents and volunteers are included as additional insureds with respects to General and Auto Liability. Waiver of Subrogation applies to General, Auto, and Workers Compensation as required by written contract and allowed by law. General Liability is Primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and where required by written contract.

CERTIFICATE HOLDER City of College Station P. O. Box 9960 College Station TX 77842	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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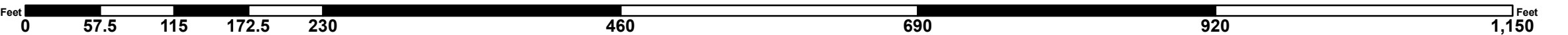
Project Location Map Lick Creek WWTP Capacity Expansion

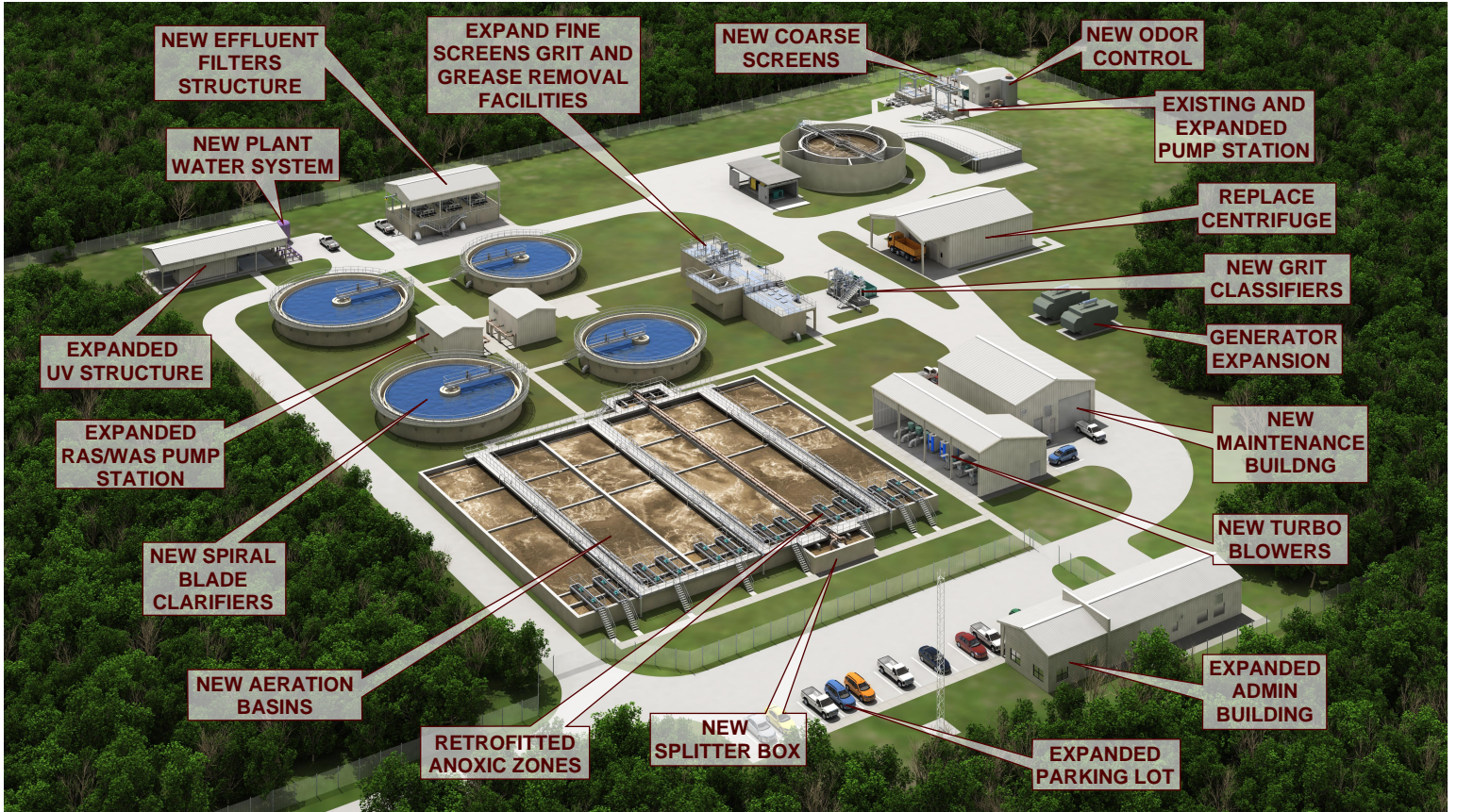
Legend

- Fire Hydrants
- Isolation
- Air Relief
- Fittings
- Distribution
- Standard
- Lift Stations
- Treatment Plants
- Fittings
- Gravity
- Force
- Rivers



DISCLAIMER: This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. No warranty is made by the City of College Station regarding specific accuracy or completeness.





RESOLUTION NO. _____

RESOLUTION DECLARING INTENTION TO REIMBURSE CERTAIN EXPENDITURES WITH
PROCEEDS FROM DEBT

WHEREAS, the City of College Station, Texas (the "City") is a home-rule municipality and political subdivision of the State of Texas;

WHEREAS, the City expects to pay expenditures in connection with the design, planning, acquisition and construction of the projects described on Exhibit "A" hereto (collectively, the "Project") prior to the issuance of obligations by the City in connection with the financing of the Project from available funds;

WHEREAS, the City finds, considers, and declares that the reimbursement of the City for the payment of such expenditures will be appropriate and consistent with the lawful objectives of the City and, as such, chooses to declare its intention, in accordance with the provisions of Section 1.150-2 of the Treasury Regulations, to reimburse itself for such payments at such time as it issues obligations to finance the Project;

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS THAT:

Section 1. The City reasonably expects it will incur debt, as one or more series of obligations, with an aggregate maximum principal amount not to exceed \$6,000,000, for the purpose of paying the aggregate costs of the Projects.

Section 2. All costs to be reimbursed pursuant hereto will be capital expenditures. No tax-exempt obligations will be issued by the City in furtherance of this Statement after a date which is later than 18 months after the later of (1) the date the expenditures are paid or (2) the date on which the property, with respect to which such expenditures were made, is placed in service.

Section 3. The foregoing notwithstanding, no tax-exempt obligation will be issued pursuant to this Statement more than three years after the date any expenditure which is to be reimbursed is paid.

PASSED AND APPROVED THIS 23rd DAY OF February, 2017.

Karl Mooney, Mayor

ATTEST:

Sherry Mashburn, City Secretary

(Seal)

APPROVED:



McCall, Parkhurst & Horton L.L.P.
Bond Counsel

Exhibit "A"

The project to be financed that are the subject of this Statement is:

Lick Creek Wastewater Treatment Plant Capacity Expansion

This debt associated with this debt reimbursement resolution is for the design, bidding, and construction phase engineering services related to the Lick Creek Wastewater Treatment Plant Expansion project.

Some of the major plant components that will be included in the design were identified in the 2016 Wastewater Master Plan and, in general, include the following major elements: a new coarse screening structure for lift station protection with associated screenings building; an expansion of the influent lift station and odor control systems; expansion of the existing headworks to include additional fine screens, grit removal, grease handling improvements, odor control, and evaluation of overall headworks effectiveness; expanded aeration basins and blowers, master planned for future nutrient removal with the design assumption that the basins will be conventional activated sludge sized and arranged for future biological nutrient removal and potential uprating; and the addition of new secondary clarifiers and improvements to existing clarifiers to reduce short circuiting.

The total project estimate is currently \$36,525,000 and it is anticipated that debt will be used to fund the project in its entirety. An additional debt reimbursement resolution(s) to cover the balance of the debt will be brought forth for approval closer to the time when project construction is expected to begin.