

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and effective the 28 day of April 2021, by and between the CITY OF MIDLAND, TEXAS, a municipal corporation, hereinafter called "CITY," and, PARKHILL, SMITH & COOPER, INC., DBA, PARKHILL hereinafter referred to as "COMPANY."

ARTICLE I. PURPOSE

The purpose of this Agreement is to state the terms and conditions under which COMPANY shall perform design, survey construction administration services for a water and wastewater improvements along Florida Ave.

ARTICLE II. SERVICES TO BE PERFORMED

1. COMPANY shall provide those services described in Exhibit "A".
2. COMPANY shall perform the services described in Exhibit "A" (1) with the professional skill and care ordinarily provided by competent engineers practicing in the same or similar locality and under the same or similar circumstances and professional license and (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer. COMPANY represents that any employee who performs services under this Agreement shall be fully qualified and competent to perform the services described in Exhibit "A".

ARTICLE III. FINANCIAL CONSIDERATIONS

CITY agrees to pay COMPANY in an amount not to exceed \$390,000 for the professional services described in Exhibit "A." CITY agrees to pay COMPANY according to the schedule set forth in Exhibit "A", which is attached hereto and incorporated herein for all purposes, upon presentation of a monthly invoice. The monthly invoice shall set forth all service fees for the month and those expenses described in Exhibit "A" incurred during the previous month which have received advance written approval from the City Manager. The City Manager must approve all additional expenses and reimbursable expenses in advance. Within 30 days of the date COMPANY's invoice is received by CITY, CITY shall pay the full amount of such invoice; provided, however, that if CITY objects to any portion of an invoice, CITY shall notify COMPANY of CITY's objection and the grounds therefor within 15 days of the date of receipt of the invoice, and the parties immediately shall make every effort to settle the disputed portion of the invoice. CITY in any event shall pay every portion of the invoice that is not in dispute within the 30-day period for payment.

ARTICLE IV. TERM

The term of this Agreement shall be from the 28 day of April, 2021 until the 28 day of April, 2022, unless the project is completed sooner or the Agreement is terminated as provided below. Thereafter, this agreement may be renewed for up to two (2) additional terms of one (1) year each, upon the CITY providing notice of intent to renew to the COMPANY not less than 30 days prior to the expiration of this contract.

ARTICLE V. TERMINATION AT WILL

CITY may terminate this Agreement at will for no or any reason upon giving at least one-hundred-eighty (180) days written notice to COMPANY. The parties to this Agreement understand and agree that it is in CITY'S sole discretion to cancel the Agreement during the term of the Agreement without penalty to CITY. COMPANY has no expectation and has received no guarantees that this Agreement will not be terminated before the end of the Agreement term. The parties have bargained for the flexibility of terminating this Agreement upon tender of the requisite notice at any time during the term of the Agreement. All work and services under the Agreement shall be suspended upon termination of the Agreement becoming effective.

ARTICLE VI. ASSIGNMENT

COMPANY shall not, either directly or indirectly, assign all or any part of this Agreement or any interest, right or privilege herein, without the prior written consent of CITY. The issue on whether or not to grant consent to an assignment is in the sole discretion of CITY.

ARTICLE VII. OWNERSHIP AND CONFIDENTIALITY OF DOCUMENTS AND OTHER WORK PRODUCT

All reports, information and other data ("instruments of service"), given to, prepared or assembled by COMPANY under this Agreement, and any other related documents or items shall become the sole property of CITY and shall be delivered to CITY, without restriction, except that COMPANY may make copies of any and all instruments of service for its files. CITY shall not make any modification to the plans and specifications or make them available for use by third parties without the prior written authorization of COMPANY, which consent shall not be unreasonably withheld.

ARTICLE VIII. INDEPENDENT CONTRACTOR

It is expressly understood and agreed that COMPANY shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of CITY; that COMPANY shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder, and all persons performing the same; and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors; that the doctrine of respondeat superior shall not apply as between CITY and COMPANY, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between CITY and COMPANY. No person performing any of the work and services described hereunder by COMPANY shall be considered an officer, agent, servant or employee of CITY. Further, it is specifically understood and agreed that nothing in this Agreement is intended or shall be construed as creating a "Community of Pecuniary Interest" or "An Equal Right of Control" which would give rise to vicarious liability. COMPANY shall be an independent contractor under this Agreement and shall assume all of the rights, obligations and liabilities, applicable to it as such independent contractor hereunder. CITY does not have the power to direct the order in which the work is done. CITY shall not have the right to control the means, methods or details of COMPANY'S work. COMPANY shall assume exclusive responsibility for the work. COMPANY is entirely free to do the work in its own way.

ARTICLE IX. INSURANCE

COMPANY shall at all times during the term of this Agreement maintain and keep in full force and effect insurance in the following types and minimum amounts with companies authorized to do business in the State of Texas:

Commercial General Liability (including Contractual liability):

-Personal Injury: \$1,000,000.00 per person
 \$1,000,000.00 per occurrence

-Property Damage: \$500,000.00 per occurrence

Business Automobile Liability: \$250,000.00 combined single limit -
 Personal Injury and Property Damage

Workers' Compensation: Statutory limits

Employers' Liability: \$500,000.00 per accident or occurrence

The Commercial General Liability shall be on a per project aggregate, including completed operations, and shall be on a claims-occurred basis. This insurance shall name CITY as an additional insured and waive subrogation in favor of CITY.

The Business Automobile Liability insurance provided by COMPANY shall cover any auto for bodily injury and property damage, including owned vehicles, hired and non-city vehicles, and employee non-ownership, and the amount of such policy shall be a minimum of \$250,000.00 covering any vehicle used for the execution of the work that is the subject of this Agreement. This insurance shall name CITY as an additional insured and waive subrogation in favor of CITY.

The Workers' Compensation coverage provided by COMPANY shall inure to the benefit of employees injured during the course and scope of their employment by COMPANY pursuant to this Agreement. The Workers' Compensation shall waive all rights of subrogation in favor of CITY.

All insurance required pursuant to this Agreement shall provide for a waiver of subrogation in favor of CITY. All insurance required pursuant to this Agreement, except for Workers' Compensation Insurance, shall name CITY as an additional insured on a claims occurred basis. CITY shall be provided the notice by COMPANY'S insurance provider not later than thirty (30) days prior to any reduction or termination of such coverage.

COMPANY shall contractually require all contractors, subcontractors, and sub-subcontractors that work on any portion of the work that is the subject of this Agreement to obtain insurance coverage that meets or exceeds the policy requirements and minimum amounts specified herein. All contractors, subcontractors, and sub-subcontractors shall obtain insurance policies that provide blanket waivers of subrogation in favor of the City of Midland and policies that name the City of Midland as an additional insured on a claims occurred basis (except workers' compensation).

The parties agree that, prior to the execution of the Agreement, COMPANY shall provide one or more certificates of insurance specifically stating that these requirements have been met and subject to the approval of CITY. CITY shall not be required to provide any insurance whatsoever pursuant to this Agreement.

COMPANY certifies that the certificate of insurance provided as required herein complies with the requirements of Chapter 1811 of the Texas Insurance Code. COMPANY shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law is the sole responsibility of COMPANY.

ARTICLE X. ATTORNEY FEES

BY EXECUTING THIS AGREEMENT, COMPANY AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY

WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST CITY, REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THE AGREEMENT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THE AGREEMENT. COMPANY SPECIFICALLY AGREES THAT IF COMPANY BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS AGREEMENT, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET SEQ., AS AMENDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, COMPANY AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH COMPANY MIGHT OTHERWISE BE ENTITLED.

COMPANY AGREES THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY EXISTING KNOWN RIGHT. COMPANY ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND CONDITIONS OF THE AGREEMENT. COMPANY FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN CITY AND COMPANY. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF GOVERNMENTAL IMMUNITY.

COMPANY AND CITY ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THIS AGREEMENT WITH COMPETENT LEGAL COUNSEL PRIOR TO ITS EXECUTION.

ARTICLE XI. GOVERNMENTAL IMMUNITY

By executing this agreement CITY is not waiving its right of governmental immunity. CITY is retaining its immunity from suit. CITY is not granting consent to be sued by legislative resolution or action.

THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.

ARTICLE XII. NO THIRD PARTY BENEFICIARIES

CITY'S approval of this agreement does not create a third party beneficiary. There is no third

party beneficiary to this Agreement. No person or entity who is not a party to this Agreement shall have any third party beneficiary or other rights hereunder.

ARTICLE XIII. RELEASE

NOTWITHSTANDING ANY OTHER PROVISIONS, COMPANY HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY, CITY'S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES, OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH COMPANY HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF AGREEMENT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR CITY'S NEGLIGENCE.

ARTICLE XIV. GENERAL PROVISIONS

A. Waiver. No waiver by CITY of a breach of any covenant, condition, or restriction of this Agreement shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other covenant, condition, or restriction contained in this Agreement.

B. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Texas. All performance and payment made pursuant to this Agreement shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this Agreement or the performance of this Agreement shall be in Midland County, Texas. The obligations and undertakings of each of the parties to this Agreement shall be deemed to have occurred in Midland County, Texas. This Agreement shall be governed by, interpreted, enforced and construed under the laws of the State of Texas. The laws of the State of Texas shall govern, construe and enforce all the rights and duties of the parties, including but not limited to tort claims and any and all contractual claims or disputes, arising from or relating in any way to the subject matter of this Agreement, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction.

C. Notice. Any notice or demand that shall be made regarding this Agreement, shall be made in writing and delivered either in person or by certified or registered mail. Notice by mail shall be complete upon deposit of the paper, postage prepaid, in a post office or official depository under the care

and custody of the United States Postal Service addressed as follows:

If to CITY: City Manager's Office
 P.O. Box 1152
 Midland, Texas 79702

If to COMPANY: Parkhill, Smith & Cooper, Inc., DBA Parkhill
 4222 85th Street
 Lubbock, Texas 79423

The parties hereto may change the above-designated addresses by giving notice pursuant to the terms of this Section.

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

E. Use of Language. Words in the singular shall be held to include the plural, unless the context otherwise requires.

F. Amendments, Modifications, Alterations. No amendment, modification, or alteration of the terms of this Agreement shall be binding unless it is in writing, dated subsequent to the date of this Agreement, and duly executed by the parties to this Agreement.

G. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed as original, and all of which shall constitute one and the same instrument.

H. Federal Wage Requirements. If applicable, the Davis-Bacon Act, 29 CFR 5.5, and any related acts or regulations are hereby incorporated by reference and made a part of this Agreement, and all terms and requirements under said laws, by such incorporation, are made terms and requirements of this Agreement, to which the parties to this Agreement have agreed to be bound.

I. Notice of Alleged Breach; Statutory Prerequisites. As a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this Agreement, COMPANY or his legal representative, shall give the City Manager, or any other

reasonable official of CITY, notice in writing (consisting of one original and seven copies of notice attached to a copy of this Agreement) of such damages, duly verified, within one-hundred fifty (150) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which COMPANY will settle, the physical and mailing addresses of COMPANY at the time and date the claim was presented and the physical and mailing addresses of COMPANY for the six months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom COMPANY relies to establish its claim; and a failure to so notify the City Manager within the time and manner provided herein shall exonerate, excuse and except CITY from any liability whatsoever. CITY is under no obligation to provide notice to COMPANY that COMPANY'S notice is insufficient. CITY reserves the right to request reasonable additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

The statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Section 271.154 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding any other provision, COMPANY'S failure to comply with the requirements herein shall perpetually bar COMPANY'S claim for damages under Chapter 271 of the Texas Local Government Code, and Section 311.034 of the Texas Government Code, regardless if CITY has actual or constructive notice or knowledge of said claim or alleged damages. COMPANY agrees that the requirements of this entire Agreement are reasonable.

J. **PROMPT PAY ACT** - CITY and COMPANY agree that Texas Government Code, Chapter 2251, Payment for Goods and Services (the "Prompt Pay Act") does not waive governmental immunity.

K. **Compliance.** – Company agrees that it shall comply with Texas Government Code Section 2252.908, *et seq.*, as amended. Company agrees that it shall comply with Texas Local Government Code Section 176.006, *et seq.*, as amended.

L. To the extent that Section 2271.002 of the Texas Government Code applies to this Agreement, COMPANY hereby verifies that COMPANY does not boycott Israel and will not boycott Israel during the term of this Agreement. If Section 2271.002 of the Texas Government Code does not apply to this Agreement, such verification is not required, and COMPANY shall be deemed to have not made such verification.

M. Records Retention and Production of Information. To the extent that this Agreement constitutes a contract described by Section 552.371 of the Texas Government Code, COMPANY shall: (i) preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to CITY for the duration of this Agreement; (ii) promptly provide to CITY any contracting information related to the Agreement that is in the custody or possession of COMPANY on request of CITY; and (iii) on completion of the Agreement, either: (a) provide at no cost to CITY all contracting information related to the Agreement that is in the custody or possession of COMPANY; or (b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to CITY.

N. Public Information. To the extent that this Agreement is a contract described by Section 552.371 of the Texas Government Code, COMPANY agrees as follows in accordance with Section 552.372(b) of the Texas Government Code: The requirements of Subchapter J, Chapter 552, Government Code, may apply to this Agreement, and COMPANY agrees that the contract can be terminated if COMPANY knowingly or intentionally fails to comply with a requirement of that subchapter.

O. Conflict of Terms. If a conflict of terms or language exists between: (i) any of the provisions of this Agreement and (ii) any of the provisions contained in any exhibit(s) attached to this Agreement, precedence shall be given to the provisions of this Agreement. For the avoidance of any doubt, the provisions contained in this Agreement shall supersede any and all conflicting provisions contained in any exhibit(s) attached hereto. Furthermore, the parties acknowledge and agree that any provision contained in an exhibit(s) attached to this Agreement that imposes an additional express or implied obligation on CITY is hereby made void and of no force or effect. CITY's sole and exclusive obligations under this Agreement are contained in the provisions of this Professional Services Agreement that precede the signature page(s), which evidences the parties' execution.

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

By: _____
Robert Patrick, Interim City Manager

ATTEST

Amy M. Turner, City Secretary

APPROVED ONLY AS TO FORM

John Ohnemiller, City Attorney

COMPANY:

By: _____

Name: _____

Title: _____

STATE OF _____ §

§

COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this ____ day of _____, 2021 personally appeared, _____, an officer of Parkhill, Smith & Cooper, Inc., known to me to be the person and official whose name is subscribed to the forgoing instrument, and acknowledged to me that he executed the same as the act and deed of said corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____ day of _____, 20____.

Notary Public, State of Texas

Parkhill

Project Fee and Budget Sheet

(Hourly/Billing Rates)

Today's Date: 4/15/2021 EXHIBIT B

Prepared By: RSK
Principal: RSK
Project Manager: TBD

Project Name: Florida Ave Utility Improvements
Project Number: TBD
Task/Discipline: DBC
Projected Start Date: TBD

Fee (Revenue) Type: Hourly Rate
Markup on Direct Expenses:
Markup on Reimbursables: 15.00%

Fee Costs Summary

(Profit and Markup Included in Total Fee)

Labor Cost: \$341,605

Direct Consultants:

Direct Expenses:

Reimbursable Consultants: \$39,500

Reimbursable Expenses: \$2,583

Total Fee: \$390,000

Fee Summary

(OH and Profit in Labor, Markup included in Directs and Reimbursables)

Labor: \$341,605

Directs:

Subtotal: \$341,605

Reimburables: \$48,395

Total Fee: \$390,000

Labor Costs			Project:		Florida Ave Utility Improvements		Project Number: TBD		Task/Discipline: DBC		Current Fee:		\$390,000					
Category	1		2		3		4		5		6		7		8			
	CivilEngineers		CivilEngineers		CivilEngineers		CivilEngineers		OtherProfessionals		Surveyors		OtherProfessionals		SupportEmployees			
	Senior Project Manager Civil-PL7		Senior Project Manager Civil-PL6		Professional Civil Engineer-PL5		Civil Project Engineer-PL4		Other Professional-PL4		Surveyor-PL6		RPR-PL5		Support Staff-SS5			
	Hourly/Billing Rate		Hourly/Billing Rate		Hourly/Billing Rate		Hourly/Billing Rate		Hourly/Billing Rate		Hourly/Billing Rate		Hourly/Billing Rate		Hourly/Billing Rate			
	\$341.00		\$286.00		\$265.00		\$220.00		\$167.00		\$208.00		\$185.00		\$123.00			
Resource (Employee) Name (Blank if not known)			AZE		RSK		KRL		KG		JV/RP		SW		CS		KG	
Task/Discipline	Subtask/Phase	Trips	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Total	
PRELIMINARY ANALYSIS & INVESTIGATION																		
Scope Development			2	6	6		4		4							4	26	
Site Investigation & Review of ROW Feasibility				4	12				2								18	
GIS Incorporation & Verification				2	2			10									14	
Flow Capacity & Hydraulic Analysis				2				10									12	
As-Built Utility Evaluation				2	2												4	
Coordination w/ Tx-Dot Conflict Analysis Study	1			8	8												16	
Route Viability & Easement Development	1			4	4		8										16	
Coordination w/ Subconsultants			1	4	2										4		11	
DESIGN & CITY COMPLIANCE																		
30% Design Documents (P&S) / QA/QC Review			10	40	20		60		60						20			
City Review & Comment Period	1		4	10			8		4						10			
Tx-Dot Coordination and UIR Permit/Abandon				40	20		20								20			
Traffic Control Plan				10	40		60										110	
90% Design Documents (P&S) / QA/QC Review	1		10	40	10		10								10		80	
City Review & Comment Period			4	10			8		4						20		46	
TCEQ Plan Submittal Forms				8	8		8		8						10		42	
Internal Constructability Review			10	4			4		4						4		26	
Finalize Bid Documents w/ OPCC	1		4	4	10		10		8						8		44	
BIDDING & CONTRACT AWARD																		
Develop & Publish Project Advertisement				4	4										8		16	
Furnish Bid Docs to Perspective Contractors				4	4										8		16	
Schedule & Attend Pre-Bid Conference				8	8										8		24	
Prepare & Issue Addenda, as Applicable				8	8										8		24	
Schedule & Attend Bid Opening				8	8										8		24	
Proposal Evaluation & Recommendation				4	4										2		10	
CONSTRUCTION ADMINISTRATION																		
Schedule & Attend Pre-Construction Conference				8	8		8								8		32	
Submittal Review & Approval				4	12		24								12		52	
Facilitate Monthly Construction Progress Mtgs				12	24		24								24		84	
Preparation of Change Ordfers, as Applicable				12	12		12								12		48	
Prepare Applications for Payment				4	12										12		28	
Conformed to Construction Document Submittal				4	4		40								10		58	
SURVEY & EASEMENT DOCUMENTS																		
Topo & Boundary Survey Along Project Limits	8		2	8					24		12		60		8		114	
Derive Same Control as City System	4		2	8					24		12		24		8		78	
Establish Control Monuments & Benchmarks	2										8		24		8		40	
Easement Description & Exhibit Development	2								24		8		12		6		50	
CONSTRUCTION STAKING																		
Mark Project Align. @ 150- Intervals				4							12		16		2		34	
Mark Observable Utilities, as Applicable				4							8		8				20	
Reference Control Monuments and Benchmarks											1		1		1		3	
Labor Subtotals	Hours	Trip Count	21	49	302	252	328	166	61	145	263	1566						
	Salary			\$16,709	\$86,372	\$66,780	\$72,160	\$27,722	\$12,688	\$26,825	\$32,349	\$341,605						

Expenses NOT included in lump sum fee. These are billed to client, including markup, if allowed.

523	Models/Renderings/Photos	Shots @	/Shot	
524	Telephone	Calls @	/Call	
525	Meals	Days @	Men @	/Man-day
526	Field Supplies			
528	Postage	Mailings @	/Mailing	(Standard)
528	Postage	Mailings @	/Mailing	(Overnight)
530	Misc Reimbursable Exp			
532	Temporary Personnel			
534	Office Supplies			
535	CADD			
536	Field Equip Rental			
537	Interior Design Items			
539	License & Regulation Fee			
543	NM Gross Receipt Tax			
547	Computer Supplies			

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April 15, 2021

Mr. Carl Craigo, P.E.
Utilities Director
City of Midland
300 North Loraine, 3rd Floor
Midland, TX 79701

Re: Professional Engineering Services Proposal
Florida Avenue Utility Improvements

Dear Mr. Craigo:

Parkhill, Smith & Cooper, Inc. dba Parkhill, is pleased to provide this proposal to deliver professional services under our engineering, survey, and construction administration teams. These tasks are related to the planning, survey, design, bidding and construction of new water and sewer infrastructure in conjunction with Tx-Dot roadway improvements along Florida Ave/Garden City Hwy between S. Big Spring Street and Interstate 20.


Please see Exhibit A, attached, for a detailed listing of work to be accomplished along with associated cost.

Exhibit B shows the current hourly rate fee breakdown for Parkhill to be used in performing these tasks.

Thank you for the opportunity to provide our services on this project. We trust the letter is responsive to your request, and we look forward to your approval. Should you have any questions, please do not hesitate to call me at 817.633.0434 or by email at rkennnerly@parkhill.com.

Sincerely,

Parkhill

By 
Ryan Kennerly, PE, DBIA
Principal

RSK

Enclosures

cc: Cory Moose

EXHIBIT A**Professional Engineering Scope of Services
Florida Avenue Utility Improvements****PROJECT DESCRIPTION**

The project generally includes new water and wastewater pipelines along Florida Ave, along with applicable service connections.

PROFESSIONAL SERVICES

The following items have been identified as necessary components for delivery of a complete and effective project. Parkhill will perform a preliminary analysis investigation, prepare survey components and easement descriptions (as applicable), geotechnical & SUE services, Tx-Dot coordination and application, along with the development of sealed plan and specification documents required for construction bidding. Bid phase services and construction administration shall also be encompassed within this agreement.

Task 1 – Engineering Design and Basic Services:**a. Preliminary Analysis and Investigation:**

- Scope development & contract execution
- Site investigation & review of ROW feasibility
- GIS Incorporation and verification
- Flow capacity & hydraulic analysis
- As-Built utility evaluation
- Coordination with Tx-Dot conflict analysis study
- Route viability & easement development, as applicable
- Coordination with subconsultants

b. Design and City Compliance:

- 30% design documents (plans & specifications) / QA/QC review
- City review and comment period
- Tx-DOT coordination / UIR permit approval and abandonment plan
- Traffic control plan
- 90% design documents (plans & specifications) / QA/QC review
- City review and comment period
- TCEQ plan submittal form
- Internal constructability review
- Finalize bid documents w/ OPCC

c. Bidding and Contract Award:

- Develop & publish project advertisement
- Furnish bid documents to perspective contractors

- Schedule and attend pre-bid conference
- Prepare and issue addenda, as applicable
- Schedule and attend bid opening
- Proposal evaluation and recommendation

d. Construction Administration:

- Schedule and attend pre-construction conference
- Submittal review and approval
- Facilitate on-site monthly construction progress meetings
- Preparation of change orders, as applicable
- Prepare applications for payment
- Conformed to construction document submittal

Task 2 – Survey & Easement Documents:

- Topographic and boundary survey along project limits
- Derive same control, as applicable, to existing City files
- Establish control monuments and benchmarks throughout project limits
- Easement description and exhibit development along project limits

Task 3 – Construction Staking:

- Mark project alignment at 150-foot intervals or sightline, whichever is less
- Mark observable utilities, as applicable
- Reference control monuments and benchmarks, as applicable

Task 4 – Geotechnical & SUE Services:

- Mark project limits and drill locations as required for pipeline borings and/or any structural components
- Drill to desired depths as appropriate for anticipated pipe alignment
- Report data in the latest ASTM standard format
- Level 'A' Sue along project alignment, as applicable

OWNER'S SERVICES

- Coordination of site visits at appropriate times throughout the project
- Coordination with local property owners and assistance with easement procurement
- Design documents review at 30% & 90%
- Facilitate meeting site for project related conferences
- Process engineering and construction pay-application requests

SCHEDULE

Engineering design and basic services, including survey, will initiate after notification from the Owner and conclude no later than 210 business days from commencement date.

METHOD OF PAYMENT

Owner shall deliver compensation on an hourly rate basis in accordance with the fee summary below. Invoices shall be submitted monthly by the engineer, in a format acceptable to the owner, based upon the percentage of work completed to date. The engineer shall not exceed the stated fee without prior written consent from the Owner.

1 - Engineering Design and Basic Services	
a. Preliminary Analysis and Investigation.....	\$30,000
b. Design and City Compliance.....	\$160,000
c. Bidding & Contract Award.....	\$25,000
d. Construction Administration.....	\$65,000
2 - Survey and Easement Documents.....	\$55,000
3 - Construction Staking.....	\$10,000
4 - Geotechnical & Sue Services.....	\$45,000

Estimated Hourly Rate Fee: **\$390,000**

***SPECIAL SERVICES**

Services shall be authorized in writing by the Owner. Basis of payment is to be determined at the time of authorization. The following are examples and are not intended to be all-inclusive of types of special services which may be required.

- *Archeological Investigation/Survey*
- *Bond Counsel*
- *Financial Advisor*
- *Static and Residual Flow Testing*
- *Construction Materials Testing*