



**REQUEST FOR QUALIFICATIONS**

By order of the City Council of the City of Copperas Cove, Texas,

**Sealed RFQ's** will be received for:

**ENGINEERING SERVICE FOR THE  
CITY OF COPPERAS COVE CAPITAL  
IMPROVEMENT PLAN PROJECT**

**RFQ 2016-22-80**

**Request for Qualifications will be received until 2:00 p.m. on**

**October 10, 2016**

Return Bid To: City of Copperas Cove  
Finance Department  
  
Velia Key – Director of Finance  
  
914 S. Main Street Suite H, or  
  
P.O. Drawer 1449  
  
Copperas Cove, TX 76522

# **REQUEST FOR QUALIFICATIONS FOR ENGINEERING SERVICES FOR THE CITY OF COPPERAS COVE CAPITAL IMPROVEMENT PLAN PROJECTS**

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## ADVERTISEMENT

### CITY OF COPPERAS COVE

#### REQUEST FOR QUALIFICATIONS FOR ENGINEERING SERVICES FOR THE CITY OF COPPERAS COVE CAPITAL IMPROVEMENT PLAN PROJECTS

The City of Copperas Cove invites submittal of responses to a Request for Qualifications (RFQ) from qualified engineering firms interested in providing engineering services in connection with the design of construction projects as part of the City's 5-year Capital Improvement Plan (CIP). These 5-year CIP projects include street, drainage, water, sanitary sewer, and traffic engineering projects. The selection of qualified firms will be for a 5-year term. Qualified firms may choose to be considered for all engineering discipline sections (streets, drainage, water, sanitary sewer, traffic engineering surveying services, and geotechnical services) or any single discipline or combination thereof.

Sealed competitive qualifications addressed to the City of Copperas Cove, Finance Department for Engineering Services for the City of Copperas Cove Improvement Plan Projects will be received until **2:00 p.m., October 10, 2016** at the Finance Department, 914 S. Main Street, PO Drawer 1449, and Copperas Cove, Texas 76522. The guidelines for the RFQ may be obtained from the City of Copperas Cove website at [www.copperascovetx.gov](http://www.copperascovetx.gov). **The guidelines will not be faxed nor mailed.**

Receipt of responses does not bind the City to any contract for said services, nor does it give any guarantee that a contract for the Project will be awarded. The City reserves the right to reject all qualifications, waive informalities, and to reject nonconforming or conditional qualifications, and to accept the one which, in its judgment, is in the best interest of the City of Copperas Cove. For information contact the Finance Director, Velia Key at [vkey@copperascovetx.gov](mailto:vkey@copperascovetx.gov).

Publish Dates in Copperas Cove Leader Press: September 2, 2016 & September 9, 2016.

Velia Key  
Director of Finance

# **REQUEST FOR QUALIFICATIONS FOR ENGINEERING SERVICES FOR THE CITY OF COPPERAS COVE CAPITAL IMPROVEMENT PLAN PROJECTS**

## **I. PURPOSE OF RFQ**

The City of Copperas Cove invites the submittal of responses to the “Request for Qualifications” (RFQ) from qualified firms interested in providing Engineering Services for the design of projects in the City of Copperas Cove Capital Improvements Plan (CIP). Projects in the CIP include streets, drainage, water, sanitary sewer, and combined projects along with traffic engineering and surveying services.

## **II. PROJECT DESCRIPTIONS AND PRELIMINARY COST ESTIMATES**

The descriptions and preliminary cost estimates for each project for the next five fiscal years (2016-2020) in the current approved 5-year CIP is attached as Exhibit “A”. These projects are subject to change depending on the actual adoption of the CIP budget each year during the five year RFQ period. However, a brief summary of each infrastructure section is as follows:

### **a. STREET PROJECTS**

The street projects include but are not limited to intersection improvements, reconstruction, widening, alley improvements, traffic signal installation, and roadway landscaping.

### **b. DRAINAGE PROJECTS**

The City’s Storm Drainage Master Plan is in draft form at this time. However, the CIP has allocated funds over the next five years for drainage projects. The City has a storm drainage utility fund that will be used to fund the drainage projects in the 5-year CIP.

### **c. WATER PROJECTS**

The water projects include but are not limited to construction of ground storage tanks, elevated storage tanks, transmission waterlines, distribution waterlines, refurbishing of existing ground storage water tanks, construction of a new pump station, and ground storage tanks (painting, repairs, etc.).

**d. SANITARY SEWER PROJECTS**

The sanitary sewer projects include but are not limited to repair and replacement of existing sanitary sewer lines in the City and upgrades to existing lift stations as well as design of new lift stations.

**e. COMBINED PROJECTS**

The City's 5-year CIP identifies several projects that combine various infrastructure improvements that include improvement to streets, water, sanitary sewer, and/or drainage improvement to include landscaping.

**f. TRAFFIC ENGINEERING**

The City will need the services of firms which provide traffic engineering services for miscellaneous projects. These services include review of Traffic Impact Analysis.

**g. SURVEYING SERVICES**

The City occasionally needs surveying services each year for Right Of Way (ROW) verification, easement documents, ROW documents, and topographical surveys.

**h. GEOTECHNICAL SERVICES**

The City requires construction projects to meet various geotechnical testing standards. The geotechnical services include but are not limited to trench backfill density tests, concrete strength, material testing, and soil stabilization recommendation.

**i. CERTIFICATE OF CONVENIENCE AND NECESSITY (CCN)**

Prepare Public Utilities Commission (PUC) application to obtain a water Certificate of Convenience and Necessity (CCN). The application should include digital mapping in accordance with PUC geographic Information System (GIS) standards. The selected firm should have extensive experience in permitting and working with the Texas Commission on Environmental Quality (TCEQ) and PUC in obtaining CCN's.

### **III. OBJECTIVES**

The City proposes to retain highly qualified, capable engineering firms to act as the design engineer for the projects identified in the City's 5-year CIP(Exhibit A).The qualified firms will be required to have the ability to provide services during the design of the projects to minimize unforeseen conflicts during construction. Those firms who participate in this RFQ process are sometimes referred to as "Respondents" and "Engineers". Interested Respondents are not required to have the resources to design all infrastructure sections (streets, drainage, water, sanitary sewer, combined, traffic engineering, surveying, and geotechnical). However, the Respondent should specify in their qualifications which discipline section(s) they want to be considered for.

The Respondent will need to show relevant experience and similar projects that have been designed by the firm, which are similar to the discipline section(s) listed in the City's CIP and list similar projects they or their sub-consultant have provided services during the design. It is the intent of the City to have a list of engineers and surveyors on hand to assign task orders as they are needed and planned for in the CIP or for miscellaneous projects as they come up during the regular course of work.

The City will give prime consideration to the Engineer with significant, current experience in the development and design of projects similar to the projects identified in the City's 5 year CIP. The City will also give special consideration to firms who have performed successful services to the City in the past. The City reserves the right to negotiate with one or more parties and shall not be obligated to enter into any contract with a Respondent on any terms and conditions.

### **IV. PROFESSIONAL SERVICES CONTRACT DURATION**

The Respondents selected will be retained for 5-year term or until the projects, which are being designed by the Respondents, are constructed. After the 5-year period has ended, the City will initiate another RFQ for the projects remaining in the current 5-year CIP and for any projects that are added to the CIP. The City reserves the right to renew the agreement with Engineers for an additional 5-year term at the City's discretion. Being retained for 5-year term does not obligate the City in any way to award projects to the Engineer.

## **V. SCOPE OF WORK**

The selected Engineers will be required to perform at minimum the basic engineering services as detailed in Exhibit “B” as well as the Subsurface Utility Engineer (SUE) services detailed in Exhibit “C” attached to the RFQ for CIP projects.

The selected Traffic Engineers will be required to perform, at minimum, services as detailed in Exhibit “D” attached to the RFQ. The selected Surveyors will be required to perform, at minimum, services as detailed in Exhibit “E” attached to the RFQ. The selected geotechnical engineers will be required to perform, at a minimum, services as detailed in Exhibit “F”.

## **VI. PROJECT DURATION**

Each project will maintain independent construction schedules for which the City does not have predetermined lengths. The City will look to the chosen Engineers for direction in making the determined project length for each project that the Engineer designs.

## **VII. SELECTION PROCESS**

Selection of firms will follow the qualifications-interview process.

From a review of the statements of qualifications and experience received, the City of Copperas Cove intends to invite several firms to be interviewed prior to making any final selection of firms for these projects. However, the City reserves the right to waive the interview process. If the City of Copperas Cove desires to interview your firm, you will receive notification of the date and time of the interview by email.

The City will use an Evaluation panel to evaluate the submittals. The statements of qualifications and experience will be one part of the selection process utilized by the City of Copperas Cove, together with the interview if the City so chooses to conduct, to determine if a consulting contract shall be pursued. The City of Copperas Cove desires to select several firms for the design of the projects. The evaluation team will then make their recommendation of the selected firms to the City Council for final approval for a 5-year term.

Once the firms are selected, the City of Copperas Cove will determine which projects are to be designed by each firm. The Engineers will then negotiate with the City Manager on a fee and scope for such projects assigned to each Engineer by the City of Copperas Cove. For traffic engineering and surveying services, the City will assign task orders on a rotation basis to selected firms.

## **VIII. EVALUATION CRITERIA**

The criteria used to evaluate the RFQ responses will include, but not be limited to the following (items listed below are not listed in order of importance):

### **a. Qualifications and Firm Experience (20 points)**

Qualifications of firm, specifically as they relate to similar projects that the Respondent is choosing to be considered for, i.e. water projects, sanitary sewer projects, street projects, drainage projects, combined projects, traffic engineering, and surveying services.

Related project experience of the firm(s) and the individuals who would be assigned to this Project. Pertinent professional experience of the project manager(s) and supporting staff that will be assigned to the proposed projects shall be included. The experience of any sub consultants should be listed along with their experience.

### **b. Available Resources to Complete Project (20 points)**

This criterion would show that the firm's project load is sufficient to be able to handle additional projects. The criterion should also show that the firm has sufficient resources to design the projects.

### **c. Project Approach (15 points)**

This criterion relates to the logical sequence and organization to complete the design of projects as well as any innovative methods or concepts proposed as part of the design and construction of projects. Particular attention will be focused on methods utilized by the firms to provide excellent quality control and quality assurance as well as methods utilized to minimize unforeseen conflicts during the construction process.

### **d. Responsiveness to RFQ (10 points)**

### **e. Professional References (10 points)**

### **f. Past Successful Experience with Copperas Cove (15 points)**

This criterion relates to the firm's past experience with Copperas Cove where the services provided were deemed excellent and valuable to Copperas Cove. The Respondent shall list past experience and projects with Copperas Cove.

**g. Local Government Project Procedure (LGPP) (10 points)**

Must be certified by the Texas Department of transportation (TXDOT), include certificate as proof of qualification.

**IX. ADDITIONAL INSTRUCTIONS, NOTIFICATIONS, AND INFORMATION**

- A. **No Gratuities** – Respondents shall not offer any gratuities, favors, or anything of monetary value to any official or employee of the City of Copperas Cove for the purpose of influencing this selection. Any attempt by the Respondent to influence the selection process by any means, other than disclosure of qualifications and credentials through the proper channels, shall be grounds for exclusion from the selection process.
- B. **All Information True** – Respondent represents and warrants to the City of Copperas Cove that all information provided in the response shall be true, correct and complete. Respondents who provide false, misleading, or incomplete information, whether intentional or not, in any of the documents presented to the City of Copperas Cove for consideration in the selection process shall be excluded.
- C. **Confidential Material** – Any material that is to be considered as confidential in nature must be clearly marked as such and will be treated as confidential by the City of Copperas Cove to the extent allowed by law. Submission of information relative to the RFQ shall not be released by the City during qualification evaluation process or prior to contract award. Proposers are advised that the confidentiality of their qualifications will be protected to the extent permitted by law. Proposers are advised to consider the implications of the Texas Open Record Act, particularly after the qualification process has ceased and the contract has been awarded. Trade secrets and any material that is considered as confidential in nature must be clearly marked and identified as such by the consultant at the time of proposal submittal and will be treated as confidential by the City of Copperas Cove to the extent allowed by the Texas Local Government Code Chapter 252.049 and the Texas Open Record Act. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary/confidential information will result in all unmarked sections being deemed non-proprietary upon public request.

- D. **Qualifications Opening** – So as to avoid disclosure of the contents to competing offerors, qualifications shall be kept secret during negotiations. All qualifications shall be open for public inspection after the contracts are awarded, with the exception of trade secrets and confidential information contained in the qualification and identified by the proposer as such to the extent allowed by law.
- E. **Late Qualifications** – Qualifications received after the submission deadline shall be returned unopened and will be considered void and unacceptable. The City of Copperas Cove is not responsible for lateness of the mail, postal carrier, courier, etc.
- F. **Technical Questions** – Any technical questions prior to the closing date of submittals should be directed to the Finance Director by email at [vkey@copperascovetx.gov](mailto:vkey@copperascovetx.gov)
- G. **Addenda** – any interpretations, corrections, or changes to the RFQ will be made by addenda. Sole issuing authority shall be vested in the City. Addenda may be obtained from the City of Copperas Cove website at [copperascovetx.gov](http://copperascovetx.gov). It is the vendor's responsibility to check the City website for addenda.
- H. **Interviews** – After the initial evaluation of the statements of qualification, Respondents who are “short-listed” should expect and anticipate subsequent interviews which will most likely focus not only on the Respondent's program approach but also on an appraisal of the people who would be directly involved in the Project. The City reserves the right to waive the interview process.
- I. **Inquiries** – Do not contact the City of Copperas Cove or elected officials during the selection process to make inquiries about the progress of this selection process. Respondents will be contacted when it is appropriate to do so.
- J. **Cost of Responses** – The City of Copperas Cove will not be responsible for the costs incurred by anyone in the submittal of responses and interviews.
- K. **Contract Negotiations** – This RFQ is not to be construed as a contract or as a commitment of any kind. If this RFQ results in a contract offer by the City,

the specific scope of work, associated fees, and other contractual matters will be determined during contract negotiations.

L. **No Obligation** – The City reserves the sole right to (1) evaluate the responses submitted; (2) waive any irregularities therein; (3) select candidates for the submittal of more detailed or alternate qualifications; (4) accept any submittal or portion of submittal; (5) reject any or all Respondents submitting responses, should it be deemed in the City’s best interest; or (6) cancel the entire process.

M. **Equal Opportunity Employer** – The selected provider agrees that, during the term of the contract, they shall not engage in any employment practices which have the effect of discriminating against any employee or applicant for employment on the basis of race, color, religion, national origin, sex, age, or handicap; further, successful proposer will take affirmative steps that applicants are treated and employees are treated during employment without regard to their race, color, religion, national origin, sex, age or handicap.

N. **Professional Liability Insurance** – The Respondent shall have the appropriate liability insurance written by an insurer authorized to transact insurance with the following limits:

\$2,000,000	general aggregate limit
\$1,000,000	each occurrence, combined single limit
\$1,000,000	aggregate Products, combined single limit
\$1,000,000	aggregate personal Injury/Advertising Liability
\$50,000	Fire Legal Liability
\$50,000	Premises Medical

## X. SUBMITTAL INSTRUCTIONS

A single response is required for consideration for all projects listed in this RFQ. The submittal must be sealed and delivered to Ms. Velia Key, Director of Finance, City of Copperas Cove, at the address set forth below at or **before 2:00 p.m. on October 10, 2016**. All submittals must be labeled on the outside with the Respondent’s name and **RFQ 2016-22-80 Request for Engineering Services for the City of Copperas Cove Capital Improvement Plan (CIP) Projects.** Late submittals will not be considered.

**Five (5) copies of the response along with the original are to be delivered or mailed to:**

City of Copperas Cove  
Finance Department  
914 South Main Street  
PO Drawer 1449  
Copperas Cove, Texas 76522

**To enable the City to efficiently evaluate the responses, it is important that respondents follow the required format in preparing their responses. Responses that do not conform to the prescribed format may not be evaluated.**

The original response and each of the 5 copies of the response shall be bound using a semi-permanent binding method, to ensure that pages are not lost. Pages shall be no larger than letter-size (8 ½” by 11”) or, if folded to that dimension, twice letter size (11” by 17”) with each section (defined below) separated by a tabbed divider. Elaborate covers, binding, dividers, etc. are not required. Limit the number of pages of the qualification to 16 single-sided 8 ½ by 11” pages (11” x 17” sheet counts as 2 pages) or 8 double-sided pages. The qualification shall not use a font size larger than 11 pt Aerial font.

## **XI. CONTENT OF SUBMITTAL**

Each response shall be submitted as outlined in this section. Please include an outside cover and/or first page, containing the following information **“2016-22-80 Request for Engineering Services for the City of Copperas Cove Capital Improvement Plan (CIP) Projects”**, the name of the Respondent, and the submittal date.

A table of contents should be next, followed by tabbed dividers separating each of the following 6 sections:

### **Divider #1: Cover Letter**

- The first single-sided page following the divider shall be a letter transmitting the response to the City and stating that the qualification set forth in it remains effective for a period of 90 calendar days.
- If the Respondent intends to subcontract for any of the services, the

transmittal letter shall contain the names of all such proposed subcontractors.

- At least one copy of the transmittal letter shall contain the original signature of a partner, principal, or officer of the Respondent.
- The letter shall also state which discipline the Respondent desires to be considered for (streets, landscaping, drainage, water, sewer, combined projects, traffic engineering, and surveying services).

### **Divider #2: Firm Information**

- Firm name, addresses, and telephone numbers of all firm offices.
- Structure of firm, i.e., sole proprietorship, partnership, corporation, and size of firm.
- Number of years that firm has been in business.
- Names of principals in firm.
- Primary contact with phone number and e-mail address.
- Organizational description.
- Description of firm's philosophy.
- Any other pertinent information.

### **Divider #3: General Company History/Qualifications**

- A brief history of the Engineer and the services routinely provided in-house.
- An organizations chart that explains team member responsibilities.
- List the locations of team members if not located in the same office of the submitting firm.
- The resumes of all persons to be assigned to the project(s) with their prospective roles identified.
- Please indicate the intended Copperas Cove Project Manager and their current project workload.
- List of all related design awards and recognition that the Engineer or key team members of the engineering firm have received.
- Documentation that the engineers are registered in the State of Texas.
- List of all proposed subcontractors and what each service they will provide.

- **Divider #4: Financial and Legal Status:**

- Describe the general financial capability of the Respondent.
- List any actions taken by any regulatory agency against or involving the firm or its agents or employees with respect to any work performed.

- List all litigation against or involving the firm or its agents or employees with respect to any work performed.
- All insurance coverage that the firm has which would be applicable to the work.
- Jurisdictions in which your organization's partnership or trade name is filed.
- Jurisdictions and trade categories in which your organization is legally qualified to do business (please indicate registration or license numbers).

#### **Divider #5: Experience and References**

- Discussion of Engineer's experience in working with Government Agencies.
- List of all comparable projects, whether ongoing or completed within last 2-3 years, including references.
- Please begin with projects in Texas. For each, please provide the following:
  - Project name and location.
  - Year completed.
  - Brief description of project.
  - Names, Addresses, and phone numbers of owner and contact person tasked with daily responsibilities of project(s).
  - Names, addresses and telephone numbers of general contractor.
  - Design and construction cost and whether or not it was within the project budget.
  - Construction time and whether or not it was completed on time.
  - List of all projects currently under contract for the office of the firm submitting the response.

#### **Divider #6: Management and Organizational Approach**

- On two single sided pages or less, please describe your management and organization approach to the project. The following should be addressed within this description:
  - Please describe your firm's understanding of the project(s).
  - Describe how the firm will organize to perform the services.
  - Describe how the firm will solicit input from interested stakeholders.
  - This includes community residents, city council, staff, and users.
  - Provide procedures for assisting in the development of project scheduling, coordination of consultants, quality and cost control.
  - Describe the Engineer's approach to communication with the City and Construction Manager.
  - Description of Engineer's approach to code analysis and jurisdictional

approvals.

- Methods used to insure Quality Assurance and Quality Control for design.
- Methods used to minimize unforeseen conflicts during the construction process.
- Describe the Engineer's approach to provide customer service to the contractors, residents, business owners, and to the City.

**Divider #7: Past Experience working for the City of Copperas Cove**

- Please describe your past experience with working for the City of Copperas Cove and list the projects and date which your firm worked for the City.
- Add any additional information, if known, such as if the project was completed on time and under budget.

# EXHIBIT A

**City of Copperas Cove  
2016-2020 Capital Improvement Plan  
Projects Summary**

Category	Project Name	Funding						2016-2020 CIP Total	Future Amount	Total
		Prior Years Amount	2016 Amount	2017 Amount	2018 Amount	2019 Amount	2020 Amount			
<b>General Fund</b>										
Public Safety	New Animal Kennel	12,000	75,000					\$ 87,000		\$ 87,000
	Fire Station #4					690,000		\$ 690,000	7,010,000	\$ 7,700,000
	Fire Station #3 Redesign and Expansion						2,050,000	\$ 2,050,000		\$ 2,050,000
<b>Total for Public Safety</b>		<b>\$ 12,000</b>	<b>\$ 75,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 690,000</b>	<b>\$ 2,050,000</b>	<b>\$ 2,827,000</b>	<b>\$ 7,010,000</b>	<b>\$ 9,837,000</b>
Street & Sidewalk	Ave D (Downtown) Sidewalk - Phase I		272,029					\$ 272,029		\$ 272,029
	South FM 116 Sidewalk		799,660					\$ 799,660		\$ 799,660
	Pecan Cove Drive Reconstruction				1,477,156			\$ 1,477,156		\$ 1,477,156
	South FM 1113 Sidewalk - Phase II				61,855			\$ 61,855		\$ 61,855
	Freedom Lane Reconstruction					1,067,240		\$ 1,067,240		\$ 1,067,240
	Ogletree Pass Reconstruction						648,580	\$ 648,580		\$ 648,580
	East Avenue E Reconstruction						247,724	\$ 247,724		\$ 247,724
	Railroad Crossings Improvements						104,176	\$ 104,176		\$ 104,176
<b>Total for Street &amp; Sidewalk</b>		<b>\$ -</b>	<b>\$ 1,071,689</b>	<b>\$ -</b>	<b>\$ 1,539,011</b>	<b>\$ 1,067,240</b>	<b>\$ 1,000,480</b>	<b>\$ 4,678,420</b>	<b>\$ -</b>	<b>\$ 4,678,420</b>
Parks & Recreation	Parks Maintenance Shop		84,000					\$ 84,000		\$ 84,000
	Park and Recreation Improvements			1,965,589	378,029	834,425	431,250	\$ 3,609,293		\$ 3,609,293
<b>Total for Parks &amp; Recreation</b>		<b>\$ -</b>	<b>\$ 84,000</b>	<b>\$ 1,965,589</b>	<b>\$ 378,029</b>	<b>\$ 834,425</b>	<b>\$ 431,250</b>	<b>\$ 3,693,293</b>	<b>\$ -</b>	<b>\$ 3,693,293</b>
Administration	Library Interior Renovation		150,000					\$ 150,000		\$ 150,000
	Library Roof Replacement			250,000				\$ 250,000		\$ 250,000
<b>Total for Administration</b>		<b>\$ -</b>	<b>\$ 150,000</b>	<b>\$ 250,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 400,000</b>	<b>\$ -</b>	<b>\$ 400,000</b>
<b>Total for General Fund</b>		<b>\$ 12,000</b>	<b>\$ 1,380,689</b>	<b>\$ 2,215,589</b>	<b>\$ 1,917,040</b>	<b>\$ 2,591,665</b>	<b>\$ 3,481,730</b>	<b>\$ 11,598,713</b>	<b>\$ 7,010,000</b>	<b>\$ 18,608,713</b>
<b>Water and Sewer Fund</b>										
Water	Oak Hill Drive Water Improvement		165,000					\$ 165,000		\$ 165,000
	Killeen 20" Pump/Storage Facility 500,000 Gallon Concrete Ground Storage Tank Rehab		180,000					\$ 180,000		\$ 180,000
	South 9th and Louise Street Water Improvement			185,000				\$ 185,000		\$ 185,000
	Radio Read Meter Change Out			1,232,475	616,238	616,238	616,238	\$ 3,081,188	1,848,713	\$ 4,929,900
	Killeen/Cove 20" Transmission Line Relocation			3,700,000	3,000,000			\$ 6,700,000		\$ 6,700,000
	Southwest Water Improvement - Phase III				1,661,000			\$ 1,661,000		\$ 1,661,000
	Mickan Mountain Elevated Storage Tank				712,000	2,850,000		\$ 3,562,000		\$ 3,562,000
	Turkey Run 1 MG Steel Ground Storage Tank Rehab					425,000		\$ 425,000		\$ 425,000
	South Meadows Water Line Improvement						230,000	\$ 230,000		\$ 230,000
	Turkey Run 350,000 Gallon Steel Ground Storage Tank Rehab						140,000	\$ 140,000		\$ 140,000
	Little, Mickan and Teinert Streets CDBG Water Lines Improvement						210,000	\$ 210,000		\$ 210,000
	Turkey Run Pump Station Expansion					400,000		\$ 400,000		\$ 400,000
	Rattlesnake Pressure Plane Elevated Storage Tank						1,500,000	\$ 1,500,000		\$ 1,500,000
	South FM 116 12" Water Line Extension						755,000	\$ 755,000		\$ 755,000
	Hughes Mountain 300,000 Gallon Steel Elevated Storage Tank Rehab						520,000	\$ 520,000		\$ 520,000
<b>Total for Water</b>		<b>\$ -</b>	<b>\$ 345,000</b>	<b>\$ 5,117,475</b>	<b>\$ 5,989,238</b>	<b>\$ 4,871,238</b>	<b>\$ 3,391,238</b>	<b>\$ 19,714,188</b>	<b>\$ 1,848,713</b>	<b>\$ 21,562,900</b>
Sewer	City Park Sewer Line Replacement	139,920	533,260					\$ 673,180		\$ 673,180
	Lift Station Electrical Control Panels Replacement					70,000		\$ 70,000		\$ 70,000
<b>Total for Sewer</b>		<b>\$ 139,920</b>	<b>\$ 533,260</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 70,000</b>	<b>\$ -</b>	<b>\$ 743,180</b>	<b>\$ -</b>	<b>\$ 743,180</b>
Wastewater	Northeast - UV Disinfection System		100,000					\$ 100,000		\$ 100,000
	Northeast - Concrete Drive and Retaining Wall		40,000					\$ 40,000		\$ 40,000
<b>Total for Wastewater</b>		<b>\$ -</b>	<b>\$ 140,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 140,000</b>	<b>\$ -</b>	<b>\$ 140,000</b>
<b>Total for Water and Sewer Fund</b>		<b>\$ 139,920</b>	<b>\$ 1,018,260</b>	<b>\$ 5,117,475</b>	<b>\$ 5,989,238</b>	<b>\$ 4,941,238</b>	<b>\$ 3,391,238</b>	<b>\$ 20,597,368</b>	<b>\$ 1,848,713</b>	<b>\$ 22,446,080</b>

**City of Copperas Cove  
2016-2020 Capital Improvement Plan  
Projects Summary**

Category	Project Name	Funding						2016-2020 CIP Total	Future Amount	Total
		Prior Years Amount	2016 Amount	2017 Amount	2018 Amount	2019 Amount	2020 Amount			
<b>Solid Waste Fund</b>										
Solid Waste	Wash Rack			200,000				\$ 200,000		\$ 200,000
<b>Total for Solid Waste Fund</b>		\$ -	\$ -	\$ 200,000	\$ -	\$ -	\$ -	\$ 200,000	\$ -	\$ 200,000
<b>Drainage Fund</b>										
Drainage	Walker Place Drainage Improvements	427,500						\$ 427,500		\$ 427,500
	Pecan Cove Drive Drainage Improvements		404,648					\$ 404,648		\$ 404,648
	Twin Bridges Drainage Improvements			170,788				\$ 170,788		\$ 170,788
	Oak Hill Drive Drainage Improvements			211,510				\$ 211,510		\$ 211,510
	Circle Drive Drainage Improvements					970,025		\$ 970,025		\$ 970,025
	Georgetown Road Drainage Improvements						1,087,788	\$ 1,087,788		\$ 1,087,788
<b>Total for Drainage Fund</b>		\$ 427,500	\$ 404,648	\$ 382,298	\$ -	\$ 970,025	\$ 1,087,788	\$ 3,272,259	\$ -	\$ 3,272,259
<b>Golf Course Fund</b>										
Golf Course	Golf Course Improvements		103,500	120,750	178,250	542,417	335,417	\$ 1,280,334		\$ 1,280,334
<b>Total for Golf Course</b>		\$ -	\$ 103,500	\$ 120,750	\$ 178,250	\$ 542,417	\$ 335,417	\$ 1,280,334	\$ -	\$ 1,280,334
<b>Total CIP Projects: Cost</b>		\$ 579,420	\$ 2,907,097	\$ 8,036,112	\$ 8,084,528	\$ 9,045,345	\$ 8,296,173	\$ 36,948,674	\$ 8,858,713	\$ 45,807,386
<b>Number of Projects</b>		3	12	9	8	13	11	42	2	42

**CITY OF COPPERAS COVE**  
**STANDARD PROFESSIONAL SERVICES AGREEMENT**

**THE STATE OF TEXAS   §**  
  **§**  
**CORYELL COUNTY       §**

This Professional Services Agreement (“Agreement”) is made and entered by and between the City of Copperas Cove, Texas, (the “City”) a Texas municipality, and \_\_\_\_\_ (“Professional”).

**Section 1. Duration.** This Agreement shall become effective upon \_\_\_\_\_ and shall remain in effect until satisfactory completion of the Scope of Work unless terminated as provided for in this Agreement.

**Section 2. Scope of Work.**

(A) Professional shall perform the Services as more particularly described in the Scope of Work attached hereto as Exhibit “B”. The work as described in the Scope of Work constitutes the “Project”. Unless otherwise provided in the Scope of Work, the anticipated submittal of all Project deliverables is immediately upon completion of the Project.

(B) The Quality of Services provided under this Agreement shall be performed with the professional skill and care ordinarily provided by competent Professionals practicing in the same or similar locality and under the same or similar circumstances and professional license, and as expeditiously as is prudent considering the ordinary professional skill and care of a competent Professional holding the same professional license.

(C) The Professional shall perform its Services for the Project in compliance with all statutory, regulatory and contractual requirements now or hereafter in effect as may be applicable to the rights and obligations set forth in the Agreement.

(D) The Professional may rely upon the accuracy of reports and surveys provided to it by the City except when defects should have been apparent to a reasonably competent professional or when it has actual notice of any defects in the reports and surveys.

(E) Notwithstanding any provision of this agreement to the contrary, the parties acknowledged that this scope of work is divided into three phases, as shown in Exhibit “A”;

and the Parties agree that Professional shall not initiate any Services towards the completion of either Phase 2 or Phase 3 without first receiving written confirmation from the City Manager that City Council has authorized the funding for either Phase 2 or 3, or both Phase 2 and 3 as the case may be. In the event Professional initiates Services related to either Phase 2 or Phase 3, or both without first obtaining the confirmation required by this subsection regarding the relevant Phase, the City shall be under no obligation to pay for such services.

### **Section 3. Compensation.**

(A) The Professional shall be paid in the manner set forth in Exhibit "B" and as provided herein.

(B) *Billing Period:* The Professional may submit monthly, or less frequently, an invoice for payment based on the estimated completion of the described tasks and approved work schedule. Subject to Chapter 2251, Texas Government Code (the "Prompt Payment Act"), payment is due within thirty (30) days of the City's receipt of the Professional's invoice. Interest on overdue payments shall be calculated in accordance with the Prompt Payment Act.

(C) *Reimbursable Expenses:* Any and all reimbursable expenses related to the Project shall be included in the scope of services (Exhibit B) and accounted for in the total contract amount. If these items are not specifically accounted for in Exhibit B they shall be considered subsidiary to the total contract amount.

### **Section 4. Changes to the Project Work; Additional Work.**

(A) *Changes to Work:* Professional shall make such revisions to any work that has been completed as are necessary to correct any errors or omissions as may appear in such work. If the City finds it necessary to make changes to previously satisfactorily completed work or parts thereof, the Professional shall make such revisions if requested and as directed by the City and such services will be considered as additional work and paid for as specified under following paragraph.

(B) *Additional Work:* The City retains the right to make changes to the Scope of Work at any time by a written order. Work that is clearly not within the general description of the Scope of Work and not does not otherwise constitute special services under this Agreement must be approved in writing by the City by supplemental agreement before the additional work is undertaken by the Professional. If the Professional is of the

opinion that any work is beyond that contemplated in this Agreement and the Scope of Work governing the project and therefore constitutes additional work, the Professional shall promptly notify the City of that opinion, in writing. If the City agrees that such work does constitute additional work, then the City and the Professional shall execute a supplemental agreement for the additional work and the City shall compensate the Professional for the additional work on the basis of the rates contained in the Scope of Work. If the changes deduct from the extent of the Scope of Work, the contract sum shall be adjusted accordingly. All such changes shall be executed under the conditions of the original Agreement. Any work undertaken by Professional not previously approved as additional work shall be at risk of the Professional.

#### **Section 5. Time of Completion.**

The prompt completion of the services under the Scope of Work relates is critical to the City. Unnecessary delays in providing services under a Scope of Work shall be grounds for dismissal of the Professional and termination of this Agreement without any or further liability to the City other than a prorated payment for necessary, timely, and conforming work done by Professional prior to the time of termination. The Scope of Work shall provide, in either calendar days or by providing a final date, a time of completion prior to which the Professional shall have completed all tasks and services described in the Scope of Work.

#### **Section 6. Insurance.**

Before commencing work under this Agreement, Professional shall obtain and furnish to the City evidence of the following insurance during the term of this Agreement and thereafter as required herein:

Professional Liability Insurance: professional errors and omissions liability insurance with limits of liability not less than \$1,000,000 per occurrence covering all work performed by the Professional, its employees, sub-contractors, or independent contractors. If this coverage can only be obtained on a "claims made" basis, the certificate of insurance must clearly state coverage is on a "claims made" basis and coverage must remain in effect for at least two years after final payment with the Professional continuing to furnish the City certificates of insurance.

Workers Compensation Insurance: The Professional shall carry and maintain during the term of this Agreement, workers compensation and employers liability insurance meeting the requirements of the State of Texas on all the Professional's employees carrying out the work involved in this contract.

General Liability Insurance: The Professional shall carry and maintain during the term of this Agreement, general liability insurance on a per occurrence basis with limits of liability not less than \$1,000,000 for each occurrence and for fire damage. For Bodily Injury and Property Damage no less than \$1,000,000. As a minimum, coverage for Premises, Operations, Products and Completed Operations shall be \$2,000,000. This coverage shall protect the public or any person from injury or property damages sustained by reason of the Professional or its employees carrying out the work involved in this Agreement. The general aggregate shall be no less than \$2,000,000.

Automobile Liability Insurance: Professional shall carry and maintain during the term of this Agreement, automobile liability insurance with either a combined limit of at least \$1,000,000 per occurrence for bodily injury and property damage or split limits of at least \$1,000,000 for bodily injury per person per occurrence and \$1,000,000 for property damage per occurrence. Coverage shall include all owned, hired, and non-owned motor vehicles used in the performance of this contract by the Professional or its employees.

Subcontractor: In the case of any work sublet, the Professional shall require subcontractor and independent contractors working under the direction of either the Professional or a subcontractor to carry and maintain the same workers compensation and liability insurance required of the Professional.

Qualifying Insurance: The insurance required by this Agreement shall be written by non-assessable insurance company licensed to do business in the State of Texas and currently rated "B" or better by the A.M. Best Companies. All policies shall be written on a "per occurrence basis" and not a "claims made" form.

## **Section 7. Miscellaneous Provisions.**

(A) *Subletting.* The Professional shall not sublet or transfer any portion of the work under this Agreement or any Scope of Work issued pursuant to this Agreement unless specifically approved in writing by the City, which approval shall not be unreasonably withheld. Subcontractors shall comply with all provisions of this Agreement and the applicable Scope of Work. The approval or acquiescence of the City in the subletting of any work shall not relieve the Professional of any responsibility for work done by such subcontractor.

(B) *Ownership of Documents.* Upon completion or termination of this Agreement, all

documents prepared by the Professional or furnished to the Professional by the City shall be delivered to and become the property of the City. All drawings, charts, calculations, plans, specifications and other data, including electronic files and raw data, prepared under or pursuant to this Agreement shall be made available, upon request, to the City without restriction or limitation on the further use of such materials PROVIDED, HOWEVER, THAT SUCH MATERIALS ARE NOT INTENDED OR REPRESENTED TO BE SUITABLE FOR REUSE BY THE CITY OR OTHERS. ANY REUSE WITHOUT PRIOR VERIFICATION OR ADAPTATION BY THE PROFESSIONAL FOR THE SPECIFIC PURPOSE INTENDED WILL BE AT THE CITY'S SOLE RISK AND WITHOUT LIABILITY TO THE PROFESSIONAL. Where applicable, Professional shall retain all pre-existing proprietary rights in the materials provided to the City but shall grant to the City a non-exclusive, perpetual, royalty-free license to use such proprietary information solely for the purposes for which the information was provided. The Professional may, at Professional's expense, have copies made of the documents or any other data furnished to the City under or pursuant to this Agreement.

(C) *Professional's Seal.* To the extent that the Professional has a professional seal it shall be placed on all documents and data furnished by the Professional to the City. All work and services provided under this Agreement will be performed in a good and workmanlike fashion and shall conform to the accepted standards and practices of the Professional's industry. The plans, specifications and data provided by Professional shall be adequate and sufficient to enable those performing the actual work to perform the work as and within the time contemplated by the City and Professional. The City acknowledges that Professional has no control over the methods or means of work nor the costs of labor, materials or equipment. Unless otherwise agreed in writing, any estimates of costs by the Professional are for informational purposes only and are not guarantees.

(D) *Compliance with Laws.* The Professional shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts, administrative, or regulatory bodies in any matter affecting the performance of this Agreement, including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Professional shall furnish the City with satisfactory proof of compliance.

(E) *Independent Contractor.* Professional acknowledges that Professional is an independent contractor of the City and is not an employee, agent, official or representative of the City. Professional shall not represent, either expressly or through implication, that Professional is an employee, agent, official or representative of the City. Income taxes, self-employment taxes, social security taxes and the like are the sole responsibility of the Professional.

(F) *Non-Collusion*. Professional represents and warrants that Professional has not given, made, promised or paid, nor offered to give, make, promise or pay any gift, bonus, commission, money or other consideration to any person as an inducement to or in order to obtain the work to be provided to the City under this Agreement. Professional further agrees that Professional shall not accept any gift, bonus, commission, money, or other consideration from any person (other than from the City pursuant to this Agreement) for any of the services performed by Professional under or related to this Agreement. If any such gift, bonus, commission, money, or other consideration is received by or offered to Professional, Professional shall immediately report that fact to the City and, at the sole option of the City, the City may elect to accept the consideration for itself or to take the value of such consideration as a credit against the compensation otherwise owing to Professional under or pursuant to this Agreement.

(G) *Force Majeure*. If the performance of any covenant or obligation to be performed hereunder by any party is delayed as a result of circumstances which are beyond the reasonable control of such party (which circumstances may include, without limitation, pending litigation, acts of God, war, acts of civil disobedience, fire or other casualty, shortage of materials, adverse weather conditions [such as, by way of illustration and not of limitation, severe rain storms or below freezing temperatures, or tornados] labor action, strikes or similar acts, moratoriums or regulations or actions by governmental authorities), the time for such performance shall be extended by the amount of time of such delay, but no longer than the amount of time reasonably occasioned by the delay. The party claiming delay of performance as a result of any of the foregoing force majeure events shall deliver written notice of the commencement of any such delay resulting from such force majeure event not later than seven (7) days after the claiming party becomes aware of the same, and if the claiming party fails to so notify the other party of the occurrence of a force majeure event causing such delay and the other party shall not otherwise be aware of such force majeure event, the claiming party shall not be entitled to avail itself of the provisions for the extension of performance contained in this subsection.

(H) In the case of any conflicts between the terms of this Agreement and wording contained within the Scope of Services, this Agreement shall govern. The Scope of Services is intended to detail the technical scope of services, fee schedule, and contract time only and shall not dictate Agreement terms.

## **Section 8. Termination.**

- (A) This Agreement may be terminated:
- (1) By the mutual agreement and consent of both Professional and City;

(2) By either party, upon the failure of the other party to fulfill its obligations as set forth in either this Agreement or a Scope of Work issued under this Agreement;

(3) By the City, immediately upon notice in writing to the Professional, as consequence of the failure of Professional to perform the services contemplated by this Agreement in a timely or satisfactory manner;

(4) By the City, at will and without cause upon not less than thirty (30) days written notice to the Professional.

(B) If the City terminates this Agreement pursuant to Section 5 or subsection 8(A)(2) or (3), above, the Professional shall not be entitled to any fees or reimbursable expenses other than the fees and reimbursable expenses then due and payable as of the time of termination and only then for those services that have been timely and adequately performed by the Professional considering the actual costs incurred by the Professional in performing work to date of termination, the value of the work that is nonetheless usable to the City, the cost to the City of employing another Professional to complete the work required and the time required to do so, and other factors that affect the value to the City of the work performed at time of termination. In the event of termination not the fault of the Professional, the Professional shall be compensated for all basic, special, and additional services actually performed prior to termination, together with any reimbursable expenses then due.

**Section 9. Indemnification. Professional shall indemnify, defend and hold harmless the City of Copperas Cove, Texas and its officials, employees and agents (collectively referred to as “Indemnitees”) and each of them from and against all loss, costs, penalties, fines, damages, claims, expenses (including reasonable attorney’s fees) or liabilities (collectively referred to as “Liabilities”) by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with (i) the performance or non-performance of Services contemplated by this Agreement but only to the extent caused by the negligent acts, errors or omissions, intentional torts, intellectual property infringement, or a failure to pay a sub-contractor or supplier committed by Professional or Professional’s agent, consultant under contract, or another entity over which Professional exercises control (whether active or passive) of Professional or its employees, agents or sub-contractors (collectively referred to as “Professional”) (ii) the failure of Professional to comply with any of the paragraphs herein or the failure of Professional to conform to statutes, ordinances, or other regulations or requirements of any governmental authority, federal, state or local, in connection with the performance of this Agreement. Professional expressly agrees**

to indemnify and hold harmless the Indemnitees, or any one of them, from and against all liabilities which may be asserted by an employee or former employee of Professional, or any of its sub-contractors, as provided above, for which Professional's liability to such employee or former employee would otherwise be limited to payments under State Workers' Compensation or similar laws. Nothing herein shall require Professional to indemnify, defend, or hold harmless any Indemnitee for the Indemnitee's own negligence or willful misconduct. Any and all indemnity provided for in this Agreement shall survive the expiration of this Agreement and the discharge of all other obligations owed by the parties to each other hereunder and shall apply prospectively not only during the term of this Agreement but thereafter so long as any liability could be asserted in regard to any acts or omissions of Professional in performing Services under this Agreement.

For Professional Liability Claims, Professional shall be liable for reasonable defense costs incurred by Indemnitees but only after final adjudication and to the extent and percent that Professional or Professional's agents are found negligent or otherwise at fault. As used in this Agreement, final adjudication includes any negotiated settlement and release of claims, without limitation as to when a negotiated settlement and release of claims occurs.

**Section 10. Notices.** Any notice required or desired to be given from one party to the other party to this Agreement shall be in writing and shall be given and shall be deemed to have been served and received (whether actually received or not) if (i) delivered in person to the address set forth below; (ii) deposited in an official depository under the regular care and custody of the United States Postal Service located within the confines of the United States of America and sent by certified mail, return receipt requested, and addressed to such party at the address hereinafter specified; or (iii) delivered to such party by courier receipted delivery. Either party may designate another address within the confines of the continental United States of America for notice, but until written notice of such change is actually received by the other party, the last address of such party designated for notice shall remain such party's address for notice.

**Section 11. No Assignment.** Neither party shall have the right to assign that party's interest in this Agreement without the prior written consent of the other party.

**Section 12. Severability.** If any term or provision of this Agreement is held to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining terms or provisions of this Agreement shall not be affected thereby, and in lieu of each such illegal, invalid or unenforceable term or provision, there shall be added automatically to this Agreement a legal, valid or enforceable term or provision as similar as possible to the term or provision declared illegal, invalid or unenforceable.

**Section 13. Waiver.** Either City or the Professional shall have the right to waive any requirement contained in this Agreement that is intended for the waiving party's benefit, but, except as otherwise provided herein, such waiver shall be effective only if in writing executed by the party for whose benefit such requirement is intended. No waiver of any breach or violation of any term of this Agreement shall be deemed or construed to constitute a waiver of any other breach or violation, whether concurrent or subsequent, and whether of the same or of a different type of breach or violation.

**Section 14. Governing Law; Venue.** This Agreement and all of the transactions contemplated herein shall be governed by and construed in accordance with the laws of the State of Texas. The provisions and obligations of this Agreement are performable in Coryell County, Texas such that exclusive venue for any action arising out of this Agreement shall be in Coryell County, Texas.

**Section 15. Paragraph Headings; Construction.** The paragraph headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof. Both parties have participated in the negotiation and preparation of this Agreement and this Agreement shall not be construed either more or less strongly against or for either party.

**Section 16. Binding Effect.** Except as limited herein, the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, devisees, personal and legal representatives, successors and assigns.

**Section 17. Gender.** Within this Agreement, words of any gender shall be held and construed to include any other gender, and words in the singular number shall be held and construed to include the plural, unless the context otherwise requires.

**Section 18. Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

**Section 19. Exhibits.** All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

**Section 20. Entire Agreement.** It is understood and agreed that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements or understandings between the parties relating to the subject matter. No oral understandings, statements, promises or inducements contrary to the terms of this

Agreement exist. This Agreement cannot be changed or terminated orally.

**Section 21. Relationship of Parties.** Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between the parties, it being expressly understood and agreed that no provision contained in this Agreement nor any act or acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this Agreement.

**Section 22. Right To Audit.** City shall have the right to examine and audit the books and records of Professional with regards to the work described in Exhibit B, or any subsequent changes, at any reasonable time. Such books and records will be maintained in accordance with generally accepted principles of accounting and will be adequate to enable determination of: (1) the substantiation and accuracy of any payments required to be made under this Agreement; and (2) compliance with the provisions of this Agreement.

**23. Dispute Resolution.** In accordance with the provisions of Subchapter I, Chapter 271, TEX. LOCAL GOV'T CODE, the parties agree that, prior to instituting any lawsuit or other proceeding arising from a dispute under this agreement, the parties will first attempt to resolve the dispute by taking the following steps: (1) A written notice substantially describing the nature of the dispute shall be delivered by the dissatisfied party to the other party, which notice shall request a written response to be delivered to the dissatisfied party not less than 5 days after receipt of the notice of dispute. (2) If the response does not reasonably resolve the dispute, in the opinion of the dissatisfied party, the dissatisfied party shall give notice to that effect to the other party whereupon each party shall appoint a person having authority over the activities of the respective parties who shall promptly meet, in person, in an effort to resolve the dispute. (3) If those persons cannot or do not resolve the dispute, then the parties shall each appoint a person from the highest tier of managerial responsibility within each respective party, who shall then promptly meet, in person, in an effort to resolve the dispute.

**24. Disclosure of Business Relationships/Affiliations; Conflict of Interest Questionnaire.** Professional represents that it is in compliance with the applicable filing and disclosure requirements of Chapter 176 of the Texas Local Government Code.

**EXECUTED** on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**CITY:**

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

**PROFESSIONAL:**

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

**ADDRESS FOR NOTICE:**

**CITY**

**PROFESSIONAL**

with a copy to:

City Attorney  
City of Copperas Cove, Texas

# EXHIBIT B

## **EXHIBIT “B”**

### **SCOPE OF SERVICES**

The selected firm(s) will report to, and operate under, the direction of City of Copperas Cove staff, shall provide services and have staff covering some or all of the specialized categories listed below as it relates to engineering.

- Street Infrastructure Evaluation and Improvement
- Pavement Management and improvement
- Storm Drain Evaluation and Improvement
- Erosion and Sediment control Design
- City Building and Park Repair and Improvements
- Private Development Review
- Utility Coordination and Permitting
- All master Planning maintained or implemented by the City

Engineering Services provided by the chosen firm(s) may include, but not limited to:

- Field investigation and data collection
- Feasibility evaluation and alternatives analysis
- Design development (non-capital improvement projects) and cost estimating
- Preparation of plans, specifications and estimates
- Review and check plans, subdivision and parcel maps, and computations submitted by private developers
- Review of environmental and engineering reports and proposals
- Coordination with utility agencies, consultants, and other public agencies
- Organization, participation and presentations at meeting held by City staff, the City Council, and neighborhood groups
- Preparation of preliminary documents, plans and/or reports including findings and recommendations
- Preparation of handouts and graphical displays for public meeting

- Monitoring and project estimating of capital improvement projects.
- Management and monitoring of planning projects.
- Administration and monitoring of regional, state, and federal grants.
- General civil engineering support services as assigned.
- Proposers availability of support staff and able to provide guidance to developers as needed.
- Must be Local Government Project Procedure (LGPP) certified by the Texas Department of Transportation (TXDOT).

## EXHIBIT "C"

### SUE SCOPE OF SERVICES

Request for Qualifications are being solicited by the City of Copperas Cove, Texas for the design of infrastructure projects, which will include locating existing underground utilities within the corridors of selected Capital Improvement plan (CIP) projects. Utility locates are necessary for property designing the proposed CIP projects.

The work includes locating existing utilities as defined in ASCE Publication CI/ASCE 38-02, (Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data), furnishing of all other materials and equipment, all machinery tools, labor, transportation, and other means required to complete the project in strict accordance with the specifications and drawings attached hereto.

#### REQUIREMENTS

- Contact "on-call" agencies: and provide due diligence in regards to records research and acquire available utility records.
- Survey area along the project corridor for utilities not a part of the on-call system.
- Locate and uncover all utilities within the project corridor by using one or a combination of the following methods: probing, tomes, water lance, and vacuum excavation.
- Mark all known utilities with a combination of paint and pin flags.
- Provide a summary sheet with drawing showing location, size, utility type, depth, and general direction.
- Provide all information a format to be utilized by the engineering design firm for the design of the project.
- Coordinate with the design consultant.
- SUE sheets shall be stamped by a registered Professional Engineer.
- Firms providing SUE services shall have at least 5 years of progressive experience.

EXHIBIT "D"  
TRAFFIC ENGINEERING SERVICES

Typical Scope of Services for On-Call Traffic Engineering Services

- Stop sign warrant analysis
- Traffic signal warrant analysis
- Stripping layout and plans
- Street signage layout and plans
- Traffic signal timing optimization
- Speed surveys
- Level of service studies at interceptions and on roadways
- Traffic counts
- Reviewing development Traffic Impact Analysis
- Reviewing development threshold calculations
- Design and layout of deceleration lanes
- Other traffic engineering services as assigned

EXHIBIT "E"  
SURVEYING SERVICES

Typical Scope of Services for On-Call land Surveying Services

- Review of plats for developments
- Topography surveys
- Easement documents (survey and field notes)
- Right- of- way documents (survey and field notes)
- Property line staking
- Review of right- of- way documents for developments
- Review of easement documents for developments
- Other surveying services as assigned

EXHIBIT "F"  
GEOTECHNICAL SERVICES

Typical Scope of Services for On –Call Geotechnical Services

- Lime stabilization subgrade
- Cement stabilization subgrade
- Soils and base materials testing
- Aggregate testing
- Concrete testing
- Asphaltic concrete testing
- Coring services
- Compaction testing
- Other geotechnical and construction materials testing