

**PROFESSIONAL SERVICES AGREEMENT
FOR
SH 130 WATERLINE PROJECT**

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This Agreement is entered into by and between the City of Pflugerville, a Texas Municipal Corporation (“City”), acting by and through its City Manager, and Walker Partners, LLC (“Consultant”), both of which may be referred to herein singularly as “Party” or collectively as the “Parties.”

The Parties hereto severally and collectively agree, and by the execution hereof are bound, to the mutual obligations herein contained and to the performance and accomplishment of the tasks hereinafter described.

I. DEFINITIONS

As used in this Agreement, the following terms shall have meanings as set out below:

“City” is defined in the preamble of this Agreement and includes its successors and assigns.

“Consultant” is defined in the preamble of this Agreement and includes its successors.

“City Manager” shall mean the City Manager and/or his designee.

II. TERM

2.1 This agreement shall become effective upon execution by the City and shall remain in effect until satisfactory completion of the Scope of Work unless terminated as provided for in this Agreement.

2.2 If funding for the entire Agreement is not appropriated at the time this Agreement is entered into, City retains the right to terminate this Agreement at the expiration of each of City’s budget periods, and any subsequent contract period is subject to and contingent upon such appropriation..

III. SCOPE OF SERVICES AND PROJECT SCHEDULE

Consultant agrees to provide the services described in this Article III entitled Scope of Services and Project Schedule in exchange for the compensation described in Article IV. Compensation. Scope of Services and Project Schedule are detailed in Exhibit A and Exhibit C, respectively, which are incorporated by reference as if written and copied herein.

All work performed by Consultant hereunder shall be performed to the satisfaction of the City Manager. The determination made by City Manager shall be final, binding and conclusive on all Parties hereto. City shall be under no obligation to pay for any work performed by Consultant, which is not satisfactory to City Manager. City shall have the right to terminate this Agreement, in accordance with Article VII. Termination, in whole or in part, should Consultant’s work not be satisfactory to City Manager; however, City shall have no obligation to terminate and

may withhold payment for any unsatisfactory work, as stated herein, even should City elect not to terminate.

IV. COMPENSATION TO CONSULTANT

4.1 In consideration of Consultant's performance in a satisfactory and efficient manner, as determined solely by City Manager, of all services and activities set forth in this Agreement, City agrees to pay Consultant an amount not to exceed Six Hundred Forty-Eight Thousand Seven Hundred Seventy-Eight Dollars and Zero Cents (\$648,778.00) as total compensation, to be paid to Consultant as further detailed in Exhibit B.

4.2 No additional fees or expenses of Consultant shall be charged by Consultant nor be payable by City. The parties hereby agree that all compensable expenses of Consultant have been provided for in the total payment to Consultant as specified in section 4.1 above. Total payments to Consultant cannot exceed that amount set forth in section 4.1 above, without prior approval and agreement of all parties, evidenced in writing and approved by the City.

4.3 Final acceptance of work products and services require written approval by City. The approval official shall be the City Manager. Payment will be made to Consultant following written approval of the final work products and services by the City Manager. City shall not be obligated or liable under this Agreement to any party, other than Consultant, for the payment of any monies or the provision of any goods or services.

V. OWNERSHIP OF DOCUMENTS

5.1 Any and all writings, documents or information in whatsoever form and character produced by Consultant pursuant to the provisions of this Agreement is the exclusive property of City; and no such writing, document or information shall be the subject of any copyright or proprietary claim by Consultant.

5.2 Consultant understands and acknowledges that as the exclusive owner of any and all such writings, documents and information, City has the right to use all such writings, documents and information as City desires, without restriction. Any use of such writings, documents and information on extensions of this project or on any other project without specific adaptation by Consultant shall be at the City's sole risk and without liability to the Consultant.

VI. RECORDS RETENTION

6.1 Consultant and its subcontractors, if any, shall properly, accurately and completely maintain all documents, papers, and records, and other evidence pertaining to the services rendered hereunder (hereafter referred to as "documents"), and shall make such materials available to the City at their respective offices, at all reasonable times and as often as City may deem necessary during the Agreement period, including any extension or renewal hereof, and the record retention period established herein, for purposes of audit, inspection, examination, and making excerpts or copies of same by City and any of its authorized representatives.

6.2 Consultant shall retain any and all documents produced as a result of services provided hereunder for a period of four (4) years (hereafter referred to as "retention period") from the date of termination of the Agreement. If, at the end of the retention period, there is litigation or other questions arising from, involving or concerning this documentation or the services provided hereunder, Consultant shall retain the records until the resolution of such litigation or other such

questions. Consultant acknowledges and agrees that City shall have access to any and all such documents at any and all times, as deemed necessary by City, during said retention period. City may, at its election, require Consultant to return said documents to City prior to or at the conclusion of said retention.

6.3 Consultant shall notify City, immediately, in the event Consultant receives any requests for information from a third party, which pertain to the documentation and records referenced herein. Consultant understands and agrees that City will process and handle all such requests.

VII. TERMINATION

7.1 For purposes of this Agreement, "termination" of this Agreement shall mean termination by expiration of the Agreement term as stated in Article II. Term, or earlier termination pursuant to any of the provisions hereof.

7.2 *Termination Without Cause.* This Agreement may be terminated by either Party upon 15 calendar days' written notice, which notice shall be provided in accordance with Article VIII. Notice.

7.3 *Termination For Cause.* Upon written notice, which notice shall be provided in accordance with Article VIII. Notice, City may terminate this Agreement as of the date provided in the notice, in whole or in part, upon the occurrence of one (1) or more of the following events, each of which shall constitute an Event for Cause under this Agreement:

7.3.1 The sale, transfer, pledge, conveyance or assignment of this Agreement without prior approval, as provided in Article XII. Assignment and Subcontracting.

7.4 *Defaults With Opportunity for Cure.* Should Consultant default in the performance of this Agreement in a manner stated in this section 7.4 below, same shall be considered an event of default. City shall deliver written notice of said default specifying such matter(s) in default. Consultant shall have fifteen (15) calendar days after receipt of the written notice, in accordance with Article VIII. Notice, to cure such default. If Consultant fails to cure the default within such fifteen-day cure period, City shall have the right, without further notice, to terminate this Agreement in whole or in part as City deems appropriate, and to contract with another consultant to complete the work required in this Agreement. City shall also have the right to offset the cost of said new Agreement with a new consultant against Consultant's future or unpaid invoice(s), subject to the duty on the part of City to mitigate its losses to the extent required by law.

7.4.1 Bankruptcy or selling substantially all of company's assets

7.4.2 Failing to perform or failing to comply with any covenant herein required

7.4.3 Performing unsatisfactorily

7.5 *Termination By Law.* If any state or federal law or regulation is enacted or promulgated which prohibits the performance of any of the duties herein, or, if any law is interpreted to prohibit such performance, this Agreement shall automatically terminate as of the effective date of such prohibition.

7.6 Regardless of how this Agreement is terminated, Consultant shall affect an orderly transfer to City or to such person(s) or firm(s) as the City may designate, at no additional cost to City, all completed or partially completed documents, papers, records, charts, reports, and any

other materials or information produced as a result of or pertaining to the services rendered by Consultant, or provided to Consultant, hereunder, regardless of storage medium, if so requested by City, or shall otherwise be retained by Consultant in accordance with Article VI. Records Retention. Any record transfer shall be completed within thirty (30) calendar days of a written request by City and shall be completed at Consultant's sole cost and expense. Payment of compensation due or to become due to Consultant is conditioned upon delivery of all such documents, if requested.

7.7 Within forty-five (45) calendar days of the effective date of completion, or termination or expiration of this Agreement, Consultant shall submit to City its claims, in detail, for the monies owed by City for services performed under this Agreement through the effective date of termination. Failure by Consultant to submit its claims within said forty-five (45) calendar days shall negate any liability on the part of City and constitute a **Waiver** by Consultant of any and all right or claims to collect monies that Consultant may rightfully be otherwise entitled to for services performed pursuant to this Agreement.

7.8 Upon the effective date of expiration or termination of this Agreement, Consultant shall cease all operations of work being performed by Consultant or any of its subcontractors pursuant to this Agreement.

7.9 *Termination not sole remedy.* In no event shall City's action of terminating this Agreement, whether for cause or otherwise, be deemed an election of City's remedies, nor shall such termination limit, in any way, at law or at equity, City's right to seek damages from or otherwise pursue Consultant for any default hereunder or other action.

VIII. NOTICE

Except where the terms of this Agreement expressly provide otherwise, any election, notice or communication required or permitted to be given under this Agreement shall be in writing and deemed to have been duly given if and when delivered personally (with receipt acknowledged), or three (3) days after depositing same in the U.S. mail, first class, with proper postage prepaid, or upon receipt if sending the same by certified mail, return receipt requested, or upon receipt when sent by a commercial courier service (such as Federal Express or DHL Worldwide Express) for expedited delivery to be confirmed in writing by such courier, at the addresses set forth below or to such other address as either Party may from time to time designate in writing.

If intended for City, to:

City of Pflugerville
Attn: Amy Giannini, P.E., CFM
City Engineer
P.O. Box 589
Pflugerville, Texas 78660

If intended for Consultant, to:

Walker Partners
Attn: Joseph Jenkins, P.E.
804 Las Cimas Parkway, Suite 150
Austin, Texas 78746

IX. INSURANCE

9.1 Prior to the commencement of any work under this Agreement, Consultant shall furnish copies of all required endorsements and an original completed Certificate(s) of Insurance to the City, which shall be clearly labeled "*SH 130 Waterline Project*" in the Description of Operations block of the Certificate. The original Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept Memorandum of Insurance or Binders as proof of insurance. The original certificate(s) or form must have the agent's original signature, including the signer's company affiliation, title and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the City. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the City. No officer or employee, other than the City Attorney, shall have authority to waive this requirement.

9.2 The City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City Attorney based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will City allow modification whereupon City may incur increased risk.

9.3 A Consultant's financial integrity is of interest to the City; therefore, subject to Consultant's right to maintain reasonable deductibles in such amounts as are approved by the City, Consultant shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Consultant's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and with an A.M Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

City of Pflugerville

Insurance Requirements

Consultant performing work on City property or public right-of-way for the City of Pflugerville shall provide the City a certificate of insurance evidencing the coverage provisions identified herein. Consultant shall provide the City evidence that all subcontractors performing work on the project have the same types and amounts of coverage as required herein or that the subcontractors are included under the contractor's policy. The City, at its own discretion, may require a certified copy of the policy.

All insurance companies and coverage must be authorized by the Texas Department of Insurance to transact business in the State of Texas and must be acceptable to the City of Pflugerville.

Listed below are the types and amounts of insurance required. The City reserves the right to amend or require additional types and amounts of coverage or provisions depending on the nature of the work.

Type of Insurance	Amount of Insurance	Provisions
Commercial General (Public) Liability to include coverage for:	1,000,000 per occurrence, 2,000,000 general aggregate	City to be listed as additional insured and provide 30 days' notice of cancellation or material change in coverage
Premises/Operations	Or	
Products/ Completed Operations	2,000,000 combined single coverage limit	City to be provided a waiver of subrogation
Independent Contractors		City prefers that insurer be rated B+V1 or higher by A.M. Best or A or higher by Standard & Poors
Personal Injury		
Contractual Liability		
Business Auto Liability	1,000,000 combined single limit	City to be provided a waiver of subrogation
Workers' Compensation & Employers Liability	Statutory Limits 1,000,000 each accident	City to be provided a waiver of subrogation
Professional Liability	1,000,000	

Questions regarding this insurance should be directed to the City of Pflugerville (512) 990-6100. A contract will not be issued without evidence of Insurance. City will only accept the ACORD 25 or ISO certificate of insurance forms.

9.4 The City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page and all endorsements thereto as they apply to the limits required by the City, and may require the deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the Parties hereto or the underwriter of any such policies). Consultant shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Consultant shall pay any costs incurred resulting from said changes.

City of Pflugerville
Capital Improvement Program
P.O. Box 589
Pflugerville, Texas 78691-0589

9.5 Consultant agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:

- Name the City, its officers, officials, employees, volunteers, and elected representatives as ***additional insured by endorsement under terms satisfactory to the City***, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;

- Provide for an endorsement that the “other insurance” clause shall not apply to the City of Pflugerville where the City is an additional insured shown on the policy;
- Workers’ compensation and employers’ liability policies will provide a waiver of subrogation in favor of the City.
- Provide thirty (30) calendar days advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

9.6 Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Consultant shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Consultant’s performance should there be a lapse in coverage at any time during this Agreement. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

9.7 In addition to any other remedies the City may have upon Consultant’s failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Consultant to stop work hereunder, and/or withhold any payment(s) which become due to Consultant hereunder until Consultant demonstrates compliance with the requirements hereof.

9.8 Nothing herein contained shall be construed as limiting in any way the extent to which Consultant may be held responsible for payments of damages to persons or property resulting from Consultant’s or its subcontractors’ performance of the work covered under this Agreement.

9.9 It is agreed that, excepting Professional Liability, Consultant’s insurance shall be deemed primary and non-contributory with respect to any insurance or self-insurance carried by the City of Pflugerville for liability arising out of operations under this Agreement.

9.10 It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement.

9.11 Consultant and any of its Subcontractors are responsible for all damage to their own equipment and/or property.

X. INDEMNIFICATION

10.1 CONSULTANT covenants and agrees to INDEMNIFY and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, or liability for damages caused by or resulting from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by the CONSULTANT or the CONSULTANT’s agent, CONSULTANT under contract, or another entity over which the CONSULTANT exercises control. Such acts may include personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to CONSULTANT’S activities under this Agreement, including any negligent or intentional acts or omissions of CONSULTANT, any agent, officer, director, representative, employee,

consultant or subcontractor of CONSULTANT, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its elected officials, employees, officers, directors, volunteers and representatives, in instances where such negligence causes personal injury, death, or property damage. In no event shall the indemnification obligation extend beyond the date with when the institution of legal or equitable proceedings for the professional negligence would be barred by any applicable statute of repose or statute of limitations.

10.2 The provisions of this INDEMNITY are solely for the benefit of the Parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. CONSULTANT shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or CONSULTANT known to CONSULTANT related to or arising out of CONSULTANT's activities under this AGREEMENT.

10.3 Duty to Defend – Consultant covenants and agrees to hold a DUTY TO DEFEND the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually and collectively, from and against any and all claims, liens, proceedings, actions or causes of action, other than claims based wholly or partly on the negligence of, fault of, or breach of contract by the CITY, the CITY’S agent, the CITY’S employee or other entity, excluding the CONSULTANT or the CONSULTANT’S agent, employee or sub-consultant, over which the CITY exercises control. CONSULTANT is required under this provision and fully satisfies this provision by naming the CITY and those representatives listed above as additional insured under the CONSULTANT’S general liability insurance policy and providing any defense provided by the policy upon demand by CITY.

10.4 CONSULTANT is required to perform services to the City under the standard of care provided for in Texas Local Government Code § 271.904 (d)(1-2).

10.5 Employee Litigation – In any and all claims against any Party indemnified hereunder by any employee of CONSULTANT, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation herein provided shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for CONSULTANT or any subcontractor under worker’s compensation or other employee benefit acts.

10.6 Force Majeure - City agrees that the CONSULTANT is not responsible for damages arising from any circumstances such as strikes or other labor disputes; severe weather disruptions, natural disasters, fire or other acts of God; riots, war or other emergencies; or failure of any third party governmental agency to act in timely manner not caused or contributed to by CONSULTANT.

XI. ASSIGNMENT AND SUBCONTRACTING

11.1 Consultant shall supply qualified personnel as may be necessary to complete the work to be performed under this Agreement. Persons retained to perform work pursuant to this Agreement shall be the employees or subcontractors of Consultant. Consultant, its employees or its subcontractors shall perform all necessary work.

11.2 It is City's understanding and this Agreement is made in reliance thereon, that Consultant intends to use the following subcontractors in the performance of this Agreement: SWCA Environmental Consultants, The Rios Group, and Schnabel Engineering. Any deviation from this subcontractor list, whether in the form of deletions, additions or substitutions shall be approved by City prior to the provision of any services by said subcontractor.

11.3 Any work or services approved for subcontracting hereunder shall be subcontracted only by written contract and, unless specific waiver is granted in writing by the City, shall be subject by its terms to each and every provision of this Agreement. Compliance by subcontractors with this Agreement shall be the responsibility of Consultant. City shall in no event be obligated to any third party, including any subcontractor of Consultant, for performance of services or payment of fees. Any references in this Agreement to an assignee, transferee, or subcontractor, indicate only such an entity as has been approved by the City.

11.4 Except as otherwise stated herein, Consultant may not sell, assign, pledge, transfer or convey any interest in this Agreement, nor delegate the performance of any duties hereunder, by transfer, by subcontracting or any other means, without the consent of the City Council, as evidenced by passage of an ordinance. As a condition of such consent, if such consent is granted, Consultant shall remain liable for completion of the services outlined in this Agreement in the event of default by the successor Consultant, assignee, transferee or subcontractor.

11.5 Any attempt to transfer, pledge or otherwise assign this Agreement without said written approval, shall be void ab initio and shall confer no rights upon any third person. Should Consultant assign, transfer, convey, delegate, or otherwise dispose of any part of all or any part of its right, title or interest in this Agreement, City may, at its option, cancel this Agreement and all rights, titles and interest of Consultant shall thereupon cease and terminate, in accordance with Article VII. Termination, notwithstanding any other remedy available to City under this Agreement. The violation of this provision by Consultant shall in no event release Consultant from any obligation under the terms of this Agreement, nor shall it relieve or release Consultant from the payment of any damages to City, which City sustains as a result of such violation.

XII. INDEPENDENT CONTRACTOR

Consultant covenants and agrees that he or she is an independent contractor and not an officer, agent, servant or employee of City; that Consultant shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of respondent superior shall not apply as between City and Consultant, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating the relationship of employer-employee, principal-agent, partners or joint venturers between City and Consultant. The Parties hereto understand and agree that the City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the Consultant under this Agreement and that the Consultant has no authority to bind the City.

XIII. CONFLICT OF INTEREST

13.1 Consultant acknowledges that it is informed that the Charter of the City of Pflugerville and its Ethics Code prohibit a City officer or employee, as those terms are defined in Section 11.06 of the Ethics Code, from having a financial interest in any contract with the City or any City agency such as city owned utilities. An officer or employee has a “prohibited financial interest” in a contract with the City or in the sale to the City of land, materials, supplies or service, if any of the following individual(s) or entities is a Party to the contract or sale: a City officer or employee; his parent, child or spouse; a business entity in which the officer or employee, or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; a business entity in which any individual or entity above listed is a subcontractor on a City contract, a partner or a parent or subsidiary business entity.

13.2 Pursuant to the subsection above, Consultant warrants and certifies, and this Agreement is made in reliance thereon, that it, its officers, employees and agents are neither officers nor employees of the City. Consultant further warrants and certifies that it will comply with the City’s Ethics Code.

13.3 Certificate of Interested Parties (TEC Form 1295). For contracts needing City Council approval, or any subsequent changes thereto requiring City Council approval, the City may not accept or enter into a contract until it has received from the Consultant a completed, signed, and notarized TEC Form 1295 complete with a certificate number assigned by the Texas Ethics Commission (“TEC”), pursuant to Texas Government Code § 2252.908 and the rules promulgated thereunder by the TEC. The Consultant understands that failure to provide said form complete with a certificate number assigned by the TEC may prohibit the City from entering into this Agreement. Pursuant to the rules prescribed by the TEC, the TEC Form 1295 must be completed online through the TEC’s website, assigned a certificate number, printed, signed and notarized, and provided to the City. The TEC Form 1295 must be provided to the City prior to the award of the contract. The City does not have the ability to verify the information included in a TEC Form 1295, and does not have an obligation or undertake responsibility for advising Consultant with respect to the proper completion of the TEC Form 1295.

XIV. AMENDMENTS

Except where the terms of this Agreement expressly provide otherwise, any alterations, additions, or deletions to the terms hereof, shall be effected by amendment, in writing, executed by both City and Consultant, and, if applicable, subject to formal approval by the City Council.

XV. SEVERABILITY

If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Charter, City Code, or ordinances of the City of Pflugerville, Texas, then and in that event it is the intention of the Parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Agreement shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein; it is also the intention of the Parties hereto that in lieu of each clause or provision of this Agreement that is invalid, illegal, or unenforceable, there be added as a part of the Agreement a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

XVI. LICENSES/CERTIFICATIONS

Consultant warrants and certifies that Consultant and any other person designated to provide services hereunder has the requisite training, license and/or certification to provide said services, and meets all competence standards promulgated by all other authoritative bodies, as applicable to the services provided herein.

XVII. COMPLIANCE

Consultant shall provide and perform all services required under this Agreement in compliance with all applicable federal, state and local laws, rules and regulations.

XVIII. NONWAIVER OF PERFORMANCE

Unless otherwise specifically provided for in this Agreement, a waiver by either Party of a breach of any of the terms, conditions, covenants or guarantees of this Agreement shall not be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of either Party to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option. In fact, no waiver, change, modification or discharge by either Party hereto of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed in writing and signed by the Party to be charged. In case of City, such changes must be approved by the City Council, as described in Article XVI. Amendments. No act or omission by a Party shall in any manner impair or prejudice any right, power, privilege, or remedy available to that Party hereunder or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.

XIX. LAW APPLICABLE

19.1 THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN TRAVIS COUNTY, TEXAS.

19.2 Venue for any legal action or proceeding brought or maintained, directly or indirectly, as a result of this Agreement shall be heard and determined in a court of competent jurisdiction in Travis County, Texas.

XX. LEGAL AUTHORITY

The signer of this Agreement for Consultant represents, warrants, assures and guarantees that he has full legal authority to execute this Agreement on behalf of Consultant and to bind Consultant to all of the terms, conditions, provisions and obligations herein contained.

XXI. PARTIES BOUND

This Agreement shall be binding on and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representatives, and successors and assigns, except as otherwise expressly provided for herein.

XXII. CAPTIONS

The captions contained in this Agreement are for convenience of reference only, and in no way limit or enlarge the terms and/or conditions of this Agreement.

XXIII. INCORPORATION OF EXHIBITS

Each of the Exhibits listed below is an essential part of the Agreement, which governs the rights and duties of the Parties, and shall be incorporated herein for all purposes:

Exhibits “A, B and C” - Scope of Services, including Project Description/Scope of Services; Fee Summary for Professional Services and Proposed Project Schedule

XXIV. ENTIRE AGREEMENT

This Agreement, together with its authorizing ordinance and its exhibits, if any, constitute the final and entire agreement between the Parties hereto and contain all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the Parties hereto, unless same be in writing, dated subsequent to the date hereto, and duly executed by the Parties, in accordance with Article XIV. Amendments.

XXV. MISCELLANEOUS CITY CODE PROVISIONS

25.1 Representations and Warranties by Consultant. If Consultant is a corporation, partnership or a limited liability company, Consultant warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Texas.

25.2 Franchise Tax Certification. A corporate or limited liability company Consultant certifies that it is not currently delinquent in the payment of any Franchise Taxes due under Chapter 171 of the *Texas Tax Code*, or that the corporation or limited liability company is exempt from the payment of such taxes, or that the corporation or limited liability company is an out-of-state corporation or limited liability company that is not subject to the Texas Franchise Tax, whichever is applicable.

25.3 Eligibility Certification. Consultant certifies that the individual or business entity named in the Agreement is not ineligible to receive payments under the Agreement and acknowledges that the Agreement may be terminated and payment withheld if this certification is inaccurate.

25.4 Payment of Debt or Delinquency to the State or Political Subdivision of the State. Pursuant to Chapter 38, *City of Pflugerville Code of Ordinances*, Consultant agrees that any payments owing to Consultant under the Agreement may be applied directly toward any debt

or delinquency that Consultant owes the City of Pflugerville, State of Texas or any political subdivision of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.

25.5 Texas Family Code Child Support Certification. Consultant certifies that they are not delinquent in child support obligations and therefore is not ineligible to receive payments under the Agreement and acknowledges that the Agreement may be terminated and payment may be withheld if this certification is inaccurate.

25.6 Texas Government Code Mandatory Provision. The City of Pflugerville may not enter into a contract with a company for goods and services unless the contract contains a written verification from the company that it; (i) does not boycott Israel; (ii) will not boycott Israel during the term of the contract; (iii) does not boycott energy companies; (iv) will not boycott energy companies during the term of the contract; (v) does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and (vi) will not discriminate during the term of the contract against a firearm entity or firearm trade association (Texas Government Code, Chapter 2271.002; 2274.002).

Company hereby verifies that it does not boycott Israel, and agrees that, during the term of this agreement, will not boycott Israel as this term is defined in the Texas Government Code, Section 808.001, as amended. Company hereby verifies that it does not boycott energy companies, and agrees that, during the term of this agreement, will not boycott energy companies as this term is defined in Texas Government Code, Section 809.001, as amended. Company hereby verifies that it does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association, and agrees that, during the term of this agreement, will not discriminate against a firearm entity or firearm trade association as those terms are defined in Texas Government Code, Section 2274.001, as amended.

Further, Company hereby certifies that it is not a company identified under Texas Government Code, Section 2252.152 as a company engaged in business with Iran, Sudan, or Foreign Terrorist Organizations.

EXECUTED and **AGREED** to as of the dates indicated below.

**CITY OF
PFLUGERVILLE**

CONSULTANT
Walker Partners, LLC

(Signature)



(Signature)

Printed Name: Sereniah Breland

Printed Name: Joseph W. Jenkins, P.E.

Title: City Manager

Title: Senior Vice-President

Date: _____

Date: August 9, 2022

APPROVED AS TO FORM:

Charles E. Zech
City Attorney
DENTON NAVARRO ROCHA BERNAL & ZECH, P.C.

EXHIBIT A – SCOPE OF SERVICES
SH130 Waterline Project
City of Pflugerville

Project Understanding

The City intends to install approximately 5,900 linear feet of 20/24-inch diameter water pipe (length, diameter, and material to be confirmed during preliminary design) along the west side of SH 130 (from FM 685 to Pflugerville Parkway) in order to improve the water distribution system. The pipeline will be located on private properties, within easements that will be acquired by the City, except where the water pipe must cross City and TXDOT rights-of-ways (ROWs) to connect to the existing water system.

This scope of work includes basic services for Walker Partners to provide Project Management, Agency/Stakeholder Coordination, Preliminary Phase, Design Phase, and Bid Phase services; construction phase services will be provided under a separate work authorization. It is also our understanding that the City may submit an application to the Texas Water Development Board (TWDB) to request construction phase funding from the Drinking Water State Revolving Fund (DWSRF). Supplemental services are included to provide an Engineering Feasibility Report (EFR) and Environmental Information Document (EID) that the City may use for the TWDB DWSRF application should the City elect to proceed with the TWDB application. It is our understanding that the City or the City's Representative will provide any information necessary to complete the EFR and EID that Walker Partners would not obtain during the execution of this scope of work.

Lastly, the City will procure and provide all right-of-entry, ROW acquisition, and appraisal services as needed for the Project, and the City will also provide any and all records, plans, GIS data, surveys, models, reports, and other information (beyond this scope of services and requested by Walker Partners) in a timely fashion.

Basic Services

A. Project Management

1. Prepare monthly invoicing, schedule updates, and status reports.
2. Prepare for, attend/conduct, and summarize/document up to twenty-four (24) progress meetings. Each meeting is assumed to last no more than one (1) hour and be attended by no more than two (2) Walker Partners attendees. Half of the meetings are assumed to be in Pflugerville and the other half virtual. Subconsultants may also be included in some meetings, when necessary.
3. Implement QA/QC plan.

B. Agency/Stakeholder Design Coordination Meetings/Workshops

1. Prepare for, attend/conduct, and summarize/document meetings/workshops.
2. Up to five (5) design coordination meetings have been assumed to discuss the project and project alternatives. Each meeting is assumed to last no more than two (2) hours and be attended by no more than three (3) Walker Partners attendees. Subconsultants may also be included in some meetings, when necessary.
3. Two (2) workshops have been assumed with North Pointe PUD to discuss routing through the PUD. The workshop is assumed to last no more than four (4) hours and be attended by no more than three (3) Walker Partners attendees.

C. Preliminary Phase

1. Constraints investigation, determination, and mapping.
 - a. Collect/Review GIS data and set up base files.
 - b. Review record drawings and surveys provided by City.
 - c. Control survey.
 - i) Establish vertical control at the site and place benchmarks based upon North American Vertical Datum of 1988 (NAVD88), unless otherwise specified by City.
 - ii) Establish horizontal control at the site based upon North American Datum of 1983 (NAD83) State Plane Coordinate.
 - d. Boundary verification survey.
 - i) Perform Deed Research of Subject Tracts for the purpose of reconciling tract lines.
 - ii) Perform a Boundary Survey based upon North American Datum of 1983 (NAD83) State Plane Coordinates and in accordance with the General Rules of Procedures and Practices as set forth by the Texas Board of Professional Land Surveying and laws of the State of Texas, unless otherwise specified by client.
 - iii) Prepare a drawing of the Boundary Survey indicating the measurement and description of the boundary perimeter; the existing survey monuments found in the field; new survey monuments placed; the adjoining property record information; and the acreage of the subject tract.
 - e. Complete desktop studies for project corridor to identify possible constraints.
 - i) Identify potential project constraints from environmental and cultural resources including aquatic, biological, land use, hazardous materials, previously recorded archaeological sites, and historical properties, trails, markers, cemeteries.
 - ii) Perform QL "D" and subsurface utility engineering (SUE) records research.
 - f. Complete site reconnaissance (City to provide rights-of-entries).
 - i) Perform a limited field investigation (up to a half day) to determine if an intermittent tributary to Wilbarger Creek may qualify as a potentially jurisdictional water of the U.S.
 - ii) Perform up to one site visit to evaluate geotechnical and construction conditions including geotechnical boring layout, available construction workspace, access, potential trenchless crossing lengths, and obstructions.
 - iii) Walk potential alignments in the field.
 - g. Map all identified constraints.
2. Alignment Evaluation
 - a. Identify up to three (3) alternative alignments on each side of Typhoon Texas for a total of six (6) alignments.
 - b. Prepare a schematic plan and profile design for each alternative (based on approximate ground elevations from publicly available or City provided LIDAR contour data and limited topographic survey).
 - c. Prepare permanent and temporary construction easement recommendations for each alternative and summarize easements recommended for each alternative.
 - d. Prepare a preliminary Engineer's Opinion of Probable Construction Cost (OPCC) for each alternative. The OPCC shall be a Class 4 estimate based on the guidelines set forth by the American Association of Cost Engineers for a study or feasibility design with a 1 to 15 percent project definition level.
 - e. Identify potentially required federal, state, and local approvals to develop the proposed project, including a matrix summarizing the required regulatory approvals, permit triggers, and estimated timeframes for obtaining such approvals.
 - f. Evaluate each alternative and make a recommendation based on budget and schedule constraints.
3. Prepare a draft Preliminary Engineering Report (PER) summarizing the alignment evaluation and easement recommendations. PER will only include necessary information for selecting a preferred alignment. The additional information necessary

to complete an Engineering Feasibility Report (EFR) in TWDB-0555 format can be provided upon receipt of written authorization of Supplemental Task F.

4. Conduct one (1) draft PER review workshop with City Staff to select a preferred alignment.
5. Address draft PER comments from City Staff.
6. Prepare final signed and sealed PER.

D. Design Phase

1. Based on the alignment selected and approved during the preliminary phase, begin final field investigation for archeologic and environmental features. Adjust final alignment based on any field findings, then begin design surveys for final alignment.
2. Perform environmental studies and investigations to evaluate the preferred alignment.
 - a. Perform an aquatic resources delineation (streams, wetlands, and other open waters) that might meet the definition of a waters of the U.S within the project area. Conduct work pursuant to the current U.S. Army Corps of Engineers (USACE) methodologies and in accordance with guidance provided by the USACE Forth Worth District Regulatory Branch. Any waterbodies identified in the field will be characterized with respect to type and condition and the likely jurisdictional boundaries will be captured with GPS equipment. It is assumed the one day of field investigation will be required to complete this review.
 - b. Perform a field investigation of land features and vegetation communities within the project area to evaluate the potential for federally listed (or proposed for listing) threatened and endangered species habitat. Field investigation methods for identifying potentially suitable habitat for federally listed species will consist primarily of visual reconnaissance of existing conditions within the project area.
 - c. Perform a cultural resources field investigations and complete associated reporting and curation of field paperwork and photographs. The field investigations will require a Texas Historical Commission (THC) Antiquities Permit. Prepare a permit application and coordinate with the City of review and signatures. Submit the application to the THC. The cultural resources survey assumes an alignment up to 1.8 miles long and a corridor 100-feet-wide, with no more than one 1 new cultural resource site will be identified in the survey area. Survey efforts will include pedestrian and systematic shovel surveys. Any deep mechanical testing with a backhoe would be implemented under a separate work authorization if necessary. Up to a total of 29 shovel tests is assumed based on THC field investigation standards.
 - d. Conduct a Phase 1 environmental assessment following the guidelines in the American Society for Testing and Materials Standard E1527-21 Standard Practice for Environmental Site Assessments: Phase 1 Environmental Site Assessment Process. The assessment shall include the following:
 - i) A comprehensive search of accessible records, including federal, state, local, and tribal hazardous materials databases.
 - ii) Historical records review for alignment, including historical topographic maps and aerial photographs.
 - iii) Field investigation of the alignment including existing buildings, and visual inspection of adjacent properties.
 - iv) Interviews with current owners, property managers and/or occupants.
 - v) Interviews with available local and state agencies.
 - vi) Identification and review of any gaps in the available data.
 - vii) Date of intended use of Phase I ESA is within 180 days of completion of the report.
3. Perform a geotechnical investigation to evaluate the subsurface conditions along the preferred alignment. A total of 5 borings down to a depth of 20 feet and 4 borings down to a depth of 35 feet (total drilling footage of 240 feet) is assumed. One (1) mobilization is assumed for drilling.
 - a. Soils will be sampled at regular intervals using either a split-spoon sampler while conducting Standard Penetration Test or by using at thin-walled tube sampler. Intact rock will be continuously cored.

- b. Up to two borings will be converted to piezometers for long-term monitoring of groundwater levels consisting of monthly monitoring for one year. The remaining borings shall be backfilled: deeper borings with a cement-bentonite grout and the shallower borings with soil cuttings and bentonite pellets. Excess drill spoils will be left on-site.
 - c. Obtain permits to drill borings in the right-of-way and provide traffic control as required. Preparation of project-specific engineered traffic control plan(s) would be implemented under a separate work authorization if necessary.
 - d. Complete laboratory testing including index classification testing (moisture content, Atterberg limits, unit weight, liquid limit, plastic limit, plasticity index), grain size analysis, hydrometer analysis, unconsolidated undrained shear strength, corrosion potential (pH, redox potential, resistivity, qualitative test for sulfides), and water-soluble sulfate and chloride test.
 - e. Summarize the findings and recommendations for bedding materials, backfill placement, and groundwater control of utilities installed via open-cut construction, as well as anticipated subsurface conditions at the trenchless crossings and corrosion potential of the soils encountered, in a Geotechnical Report.
 - f. Assess the feasibility of trenchless crossings (under FM 685 and Pflugerville Parkway) using auger boring methods and report findings to City during a monthly progress meeting.
 - g. Assess pipe corrosion potential and report findings to City during a monthly progress meeting.
4. Perform subsurface utility engineering (SUE) investigations.
- a. Perform QL "C" surface feature depictions (including manhole inverts) in the project corridor.
 - b. Perform QL "B" designating of the approximate horizontal position of known subsurface utilities in the vicinity of the water system connection points. It is assumed that up to two weeks of field work (in conjunction with QL "A" field work) will be provided and designed traffic control plans will not be required.
 - c. Perform QL "A" locating SUE investigations to assess utility conflicts using non-destructive vacuum equipment to excavate up to twenty (20) test holes where designed traffic control plans will not be required. Excavations shall be backfilled by mechanical means which appropriate materials and the original surface will be restored. Asphalt pavements shall be repaired with an asphalt cold patch and concrete cores will be epoxied in place flush with the surrounding surface. It is assumed that flowable fill will not be required when backfilling test holes and that full-section pavement or sidewalk repair will not be required. Survey support shall be provided for SUE services.
5. Topographic/Tree survey.
- a. Perform an on-the-ground field survey to obtain the topography (terrain data) and other visible and apparent surface features (manmade or natural) such as ditches, swales, channels, embankments, drainage structures, catch basins and inlets, manholes, above-grade utility appurtenances, pavements, significant trees (hardwoods greater than 8 inches in diameter), fences, building structures, water's edge, etc. The survey limits will be determined from the selected alignment and include a 60-foot-wide survey strip of the proposed limits of construction.
 - b. Locate geotechnical borings, SUE markings, and SUE test holes.
 - c. Prepare a topographic map from the topographic survey depicting the physical features as described above and with elevation contours at a 1-foot interval. The 100-year floodplain as identified by FEMA and as depicted on the Flood Insurance Rate Map (FIRM) will be graphically located and drafted on the topographic map.
6. Provide easement metes and bounds survey descriptions with exhibits for water easements over private property. It is assumed the total number of permanent easements to be prepared will not exceed 5, and the total number of temporary

- easements to be prepared will not exceed 5. It is assumed the City will provide the legal documents and record any new easements with the County. Walker Partners will provide metes and bounds survey descriptions with exhibits of the proposed easements
7. Coordinate with utilities for design and permitting of utility work to avoid conflicts with existing and proposed utilities.
 8. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor. Drawings will be submitted at the 30%, 60%, 90%, and 100% unsealed stages of completion. A list of specifications and special provisions/specifications will be submitted at the 60% stage of completion and a complete project manual with each subsequent submittal. The Drawings to be prepared with this Phase of the Work, in general, will include the following:
 - a. General Condition Drawings – these Drawings shall be for informational, permitting, and bidding purposes and shall, in general, consist of the following:
 - i) General Notes and Project Specific Notes
 - ii) Legends, Abbreviations, and Symbols
 - iii) Survey Control Plan
 - iv) Topographic Survey
 - v) Sedimentation and Erosion Control and Tree Protection Plan - prepare a Sedimentation and Erosion Control Plan for the project site including recommendations of “best management practices” for controlling sedimentation and erosion on the site during construction activities. Include tree protection measures, also.
 - b. Water Distribution System Plans – prepare drawings for the water improvements including fire hydrants, meters, mains and service(s) to serve the proposed project.
 - c. Details – provide project-specific details, municipality standard details, and state agency (TxDOT) standard details as required for permitting, bidding, and construction purposes. It is assumed that standard City and/or TxDOT traffic control details will be sufficient for permitting and constructing this project. Preparation of project-specific engineered traffic control plan(s) would be implemented under a separate work authorization if necessary. Details will be included with the 60% design submittal and each subsequent submittal.
 9. Update Engineer’s OPCC (30% - Class 3; 60% - Class 2; 90/100% - Class 1) and advise City of any adjustments to the opinion of probable Construction Cost known to Engineer at the time of each submittal.
 10. Provide technical criteria, written descriptions, and design data for City’s use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the Project; assist City in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities.
 11. Prepare and furnish signed and sealed Permitting Documents for review by TCEQ and revise the Documents in accordance with comments and instructions from TCEQ, as appropriate. It is assumed that requests for exceptions to 30 TAC Chapter 290 Rules and Regulations for Public Water Systems will not be necessary.
 12. Prepare and furnish signed and sealed Bidding Documents for review by City, its legal counsel, and other advisors, and assist City in the preparation of other related documents.
 13. Revise the Bidding Documents in accordance with comments and instructions from the City, as appropriate, and submit electronic final copies of the Bidding Documents, a revised opinion of probable Construction Cost, and any other deliverables to City.
 14. Conduct 30/60/90/100% review meetings with City Staff.

E. Bid Phase

1. Assist City in advertising for and obtaining bids for the Work and attend one (1) pre-Bid conference. Fees for advertising will be paid by the City.

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2. Issue Addenda as appropriate to clarify, correct, or change the Bidding Documents.
3. Provide information or assistance needed by City in the course of any negotiations with prospective contractors.
4. Consult with City as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the Work as to which such acceptability is required by the Bidding Documents.
5. Attend the Bid opening, prepare Bid tabulation sheets, assist City in evaluating Bids, and prepare a Recommendation of Award letter. Conforming Contract Documents for execution by incorporating information from the selected bid and preparing a Notice of Award will be performed via supplemental amendment after acceptance of a prospective bidder by the City.

Supplemental Services

If authorized in writing by City, Walker Partners can furnish some or all of the Supplemental Services listed below. Estimated budgets for these tasks are included in Appendix 1. Schedules for these tasks will be developed with the City at the time each task is authorized by the City.

- F. Prepare a Draft and Final TWDB EFR.** This task includes the additional effort to expand and re-format the PER prepared in the Preliminary Phase to meet the TWDB EFR requirements.
- G. Prepare a Draft and Final Environmental Information Document (EID).** This task also includes support and attendance at one (1) public meeting to fulfill the EID public meeting requirement.
- H. Additional TWDB Bid Phase Support.** This task includes additional effort to prepare the bid documents to conform with TWDB requirements to advertise, as well as submit bid responses to TWDB for review and authorization of a contingent award. Contract submittals to TWDB will be performed via a supplemental amendment.

Additional Services Requiring City's Written Authorization

If authorized in writing by City, Walker Partners can furnish or obtain from others Additional Services of the types listed below:

- Hydraulic water modeling of the water distribution system to evaluate different alignments and/or connection points and pipe diameters.
- SUE investigations for service lines, irrigation systems, drains, or other systems that are located on private property
- SUE investigations for irrigation systems in the public right-of-way
- Preparation of project-specific engineered traffic control plan(s).
- Wastewater, drainage, structural, electrical, or retaining wall designs.
- Landscape architectural services.
- Construction phase services. After acceptance by City of a prospective bidder, construction administration services shall be provided via supplemental amendment.
- Preparing to serve or serving as a consultant or witness for City in any litigation, arbitration, or other dispute resolution process related to the Project including obtaining easements.
- Providing assistance in responding to presence of any Constituent of Concern at the Site, in compliance with current Laws and Regulations.
- Design work related to LEEDS certification(s)
- Abstracting fee title, easements, restrictions or other encumbrances
- Abandonment of private or public easements
- Design of any "dry" utility facilities (i.e. gas, electric, phone, cable TV, fiber optic, etc.)

EXHIBIT B – COMPENSATION TO CONSULTANT

Total compensation for Basic Services set forth in Exhibit A is estimated to be \$593,153. City shall pay Walker Partners (Consultant) for Basic Services set forth in Exhibit A on the basis of Standard Hourly Rates as described in Paragraph 1.0.

If authorized in writing by City, Consultant shall furnish the Supplemental Services set forth in Exhibit A, and the total compensation for Supplemental Services is estimated to be \$55,625. City shall pay Consultant for Supplemental Services set forth in Exhibit A on the basis of Standard Hourly Rates as described in Paragraph 2.0.

- 1.0 City shall pay Consultant for Basic Services set forth in Exhibit A as follows:
- A. An amount equal to the cumulative hours charged to the Project by each class of Consultant's personnel times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and Consultant's Subconsultants' charges, if any.
 - B. The Standard Hourly Rates charged by Consultant constitute full and complete compensation for Consultant's services, including labor costs, overhead, and profit; the Standard Hourly Rates do not include Reimbursable Expenses or Consultant's Subconsultants' charges.
 - C. Consultant's Labor and Fee Summary and Standard Hourly Rates are attached to this Exhibit B as Appendices 1 and 2.
 - D. The total compensation for services under Paragraph 1.0 is estimated to be \$593,153 based on the following estimated distribution of compensation:

1. Task A - Project Management	\$ 59,318
2. Task B - Agency/Stakeholder Coordination	\$ 28,430
3. Task C – Preliminary Phase	\$131,197
4. Task D – Design Phase	\$374,208
5. Task E – Bid Phase	\$ 18,670
 - E. Consultant may alter the distribution of compensation between individual tasks of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by City.
 - F. The total estimated compensation for Consultant's services included in the breakdown by tasks incorporates all labor, overhead, profit, Reimbursable Expenses, and Consultant's Subconsultants' charges.
 - G. The amounts billed for Consultant's services under Paragraph 1.0 will be based on the cumulative hours charged to the Project during the billing period by each class of Consultant's employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and Consultant's Subconsultants' charges.
 - H. The amounts payable to Consultant for Reimbursable Expenses will be the Project-related internal expenses actually incurred or allocated by Consultant, plus all invoiced external Reimbursable Expenses allocable to the Project, the latter multiplied by a factor of 5%.
 - I. Whenever Consultant is entitled to compensation for the charges of Consultant's Subconsultants, those charges shall be the amounts billed by Consultant's Subconsultants to Consultant times a factor of 5%.
 - J. If it becomes apparent to Consultant that the total compensation amount for Consultant's services will be exceeded, Consultant shall give City written notice thereof for review of the matter.
- 2.0 City shall pay Consultant for Supplemental Services set forth in Exhibit A as follows:
- A. An amount equal to the cumulative hours charged to the Project by each class of Consultant's personnel times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and Consultant's Subconsultants' charges, if any.
 - B. The Standard Hourly Rates charged by Consultant constitute full and complete compensation for Consultant's services, including labor costs, overhead, and profit; the Standard Hourly Rates do not include Reimbursable Expenses or Consultant's Subconsultants' charges.

- C. Consultant's Labor and Fee Summary and Standard Hourly Rates are attached to this Exhibit B as Appendices 1 and 2.
- D. The total compensation for services under Paragraph 2.0 is estimated to be \$55,625 based on the following estimated distribution of compensation:
- | | |
|---|----------|
| 1. Task F – TWDB EFR | \$16,090 |
| 2. Task G – TWDB EID | \$20,275 |
| 3. Task H – Additional TWDB Bid Phase Support | \$19,260 |
- E. Consultant may alter the distribution of compensation between individual tasks of the work noted herein to be consistent with services actually rendered but shall not exceed the total estimated compensation amount unless approved in writing by City.
- F. The total estimated compensation for Consultant's services included in the breakdown by tasks incorporates all labor, overhead, profit, Reimbursable Expenses, and Consultant's Subconsultants' charges.
- G. The amounts billed for Consultant's services under Paragraph 1.0 will be based on the cumulative hours charged to the Project during the billing period by each class of Consultant's employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and Consultant's Subconsultants' charges.
- H. The amounts payable to Consultant for Reimbursable Expenses will be the Project-related internal expenses actually incurred or allocated by Consultant, plus all invoiced external Reimbursable Expenses allocable to the Project, the latter multiplied by a factor of 5%.
- I. Whenever Consultant is entitled to compensation for the charges of Consultant's Subconsultants, those charges shall be the amounts billed by Consultant's Subconsultants to Consultant times a factor of 5%.
- J. If it becomes apparent to Consultant that the total compensation amount for Consultant's services will be exceeded, Consultant shall give City written notice thereof for review of the matter.

EXHIBIT C – WORK SCHEDULE

An estimated project schedule for this scope of services is attached as Appendix 3. The anticipated durations to complete each submittal are summarized below.

The Draft Preliminary Engineering Report (PER) will be submitted within four months of receiving notice-to-proceed or within two months of receiving all rights of entry, whichever is later.

The Final PER will be submitted within two weeks of receiving City comments.

The 30% Interim Design Documents will be submitted within four months of submission of the Final PER.

The 60% Interim Design Documents will be submitted within two months of receiving City comments.

The 90% Interim Design Documents will be submitted within one month of receiving City comments.

The 100% Interim Design Documents will be submitted within one month of receiving City comments.

The Bidding Documents will be submitted within one month of receiving TCEQ approval or all recorded easement documents, whichever is later.

The Bidding Documents issued for advertisement will be submitted within two weeks of receiving City comments.

A Recommendation of Award Letter will be submitted within two weeks of receiving bid packages from City.

APPENDIX 1

SH 130 Waterline Project																	Project Fee Summary			
Preliminary Phase, Design Phase, and Bid Phase																	Basic Effort		\$	593,153
7/8/2022																	Supplemental		\$	55,625
Detailed Overall Cost Breakdown																	Total Effort		\$	648,778
Task	Employee	G. Walker (Special Advisor)	J. Jenkins (Project Manager)	J. Bybel (Quality Control)	E. Nelson (E.O.R.) (Deputy PM)	T. Robles (Engineer)	H. Miller (Engineer)	R. Cuellar (Designer)	M. Campbell (Administrator)	J. Moser (Constructability)	Hessel (RPLS)	Montemayor (Survey Tech)	Survey Crew	Total Hours	Walker Partners Effort	SWCA	The Rios Group	Schnabel Engineering	Total Sub Effort (w/ 5% mark- up)	Total Effort
	Classification	Managing Principal	Manager VII	Senior Engineer IV	Project Manager VII	Project Engineer III	Project Engineer II	Technician VIII	Support Staff III	Construction Manager IX	Survey Manager	Technician VII	2 Man Survey Crew							
	Hourly Bill Rate	\$295.00	\$295.00	\$265.00	\$205.00	\$115.00	\$100.00	\$125.00	\$80.00	\$295.00	\$200.00	\$110.00	\$165.00							
A	Project Management	2	48	16	120	0	0	0	28	0	0	0	0	214	\$ 45,830	\$ 9,290	\$ -	\$ 3,555	\$ 13,488	\$ 59,318
	Prepare monthly invoicing, schedule updates, and status reports		24		72				24					120	\$ 23,760	\$ 6,545			\$ 6,873	\$ 30,633
	Prepare for, attend/conduct, and summarize/document progress meetings		24		48									72	\$ 16,920	\$ 2,745		\$ 3,555	\$ 6,615	\$ 23,535
	Implement QA/QC plan	2		16					4					22	\$ 5,150				\$ -	\$ 5,150
B	Agency/Stakeholder Coordination Meetings/Workshops	16	15	0	41	26	26	34	13	0	0	0	0	171	\$ 28,430	\$ -	\$ -	\$ -	\$ -	\$ 28,430
	Prepare for, attend/conduct, and summarize/document up to 10 meetings		15		25	10	10	10	5					75	\$ 13,350				\$ -	\$ 13,350
	Prepare for, attend/conduct, and summarize/document up to 2 wokshops	16			16	16	16	24	8					96	\$ 15,080				\$ -	\$ 15,080
C	Preliminary Phase	18	2	24	80	124	272	180	10	2	52	26	36	826	\$ 113,210	\$ 9,481	\$ 7,649	\$ -	\$ 17,987	\$ 131,197
	Constraint investigation, determination, and mapping																			
	Collect/review GIS data and set up base files						8	16						24	\$ 2,800				\$ -	\$ 2,800
	Review record drawings and surveys provided by City						4	4			4	4		16	\$ 2,140				\$ -	\$ 2,140
	Control survey										8	6	12	26	\$ 4,240				\$ -	\$ 4,240
	Boundary verification survey										40	16	24	80	\$ 13,720				\$ -	\$ 13,720
	Complete desktop studies			2	8	8	20							38	\$ 5,090	\$ 9,481	\$ 7,649		\$ 17,987	\$ 23,077
	Complete site reconnaissance			4	8	16	40	8						76	\$ 9,540				\$ -	\$ 9,540
	Map constraints identified				4	8	16	40						68	\$ 8,340				\$ -	\$ 8,340
	Alignment Evaluation																		\$ -	\$ -
	Identify alternative alignments	4		2	8	16	16							46	\$ 6,790				\$ -	\$ 6,790
	Prepare schematic plan and profile for each alternative	2		2	8	16	24	60						112	\$ 14,500				\$ -	\$ 14,500
	Prepare permanent and temporary easement recommendations		1		8		16							25	\$ 3,535				\$ -	\$ 3,535
	Prepare preliminary Engineer's OPCC (Class 4) for each alternative		1	4	8	16	24	12						65	\$ 8,735				\$ -	\$ 8,735
	Identify potential regulatory approvals to develop project						8							8	\$ 800				\$ -	\$ 800
	Evaluate alternatives	2			8	8	16			2				36	\$ 5,340				\$ -	\$ 5,340
	Prepare draft Preliminary Engineering Report	4		8	8	20	40	20	4					104	\$ 14,060				\$ -	\$ 14,060
	Address PER comments provided by City and provide final report	2		2	4	16	24	4	2					54	\$ 6,840				\$ -	\$ 6,840
	Prepare for, attend/conduct, and summarize/document meetings/workshops																		\$ -	\$ -
	Draft PER Review Workshop	4			8		16	16	4					48	\$ 6,740				\$ -	\$ 6,740
D	Design Phase	8	34	30	122	232	352	396	80	6	48	150	130	1,588	\$ 212,450	\$ 35,291	\$ 48,903	\$ 69,859	\$ 161,758	\$ 374,208
	Site Visits				8	16	16	8						48	\$ 6,080				\$ -	\$ 6,080
	Environmental Studies																			
	Aquatic Resources Delineation					8								8	\$ 920	\$ 7,647			\$ 8,030	\$ 8,950
	Threatened and Endangered Species Assessment					8								8	\$ 920	\$ 6,734			\$ 7,071	\$ 7,991
	Cultural Resources					8								8	\$ 920	\$ 14,312			\$ 15,028	\$ 15,948
	Phase I Environmental Assessment					8								8	\$ 920	\$ 6,598			\$ 6,928	\$ 7,848
	Geotechnical Investigation and Reporting					8					4	12	20	44	\$ 6,340			\$ 69,859	\$ 73,352	\$ 79,692
	SUE Investigations					8		24			6	18	30	86	\$ 12,050		\$ 48,903		\$ 51,349	\$ 63,399
	Topographic/Tree Survey					8		8			10	60	60	146	\$ 20,420				\$ -	\$ 20,420
	Easement Descriptions and Exhibits					8		8			28	60	20	124	\$ 17,420				\$ -	\$ 17,420
	Coordinate with utilities				4		20	8						32	\$ 3,820				\$ -	\$ 3,820
	Prepare 30% Interim Design Documents	2		8	8		60	80		2				160	\$ 20,940				\$ -	\$ 20,940
	Update Engineer's OPCC (Class 3) for 30% Interim Design		2	2	4	2	16							26	\$ 3,770				\$ -	\$ 3,770
	Prepare 60% Interim Design Documents	2		8	8	40	40	60		2				160	\$ 21,040				\$ -	\$ 21,040
	Update Engineer's OPCC (Class 2) for 60% Interim Design		2	2	4	2	16							26	\$ 3,770				\$ -	\$ 3,770
	Prepare 90% Interim Design Documents	2		4	4	20	20	40		1				91	\$ 12,065				\$ -	\$ 12,065
	Update Engineer's OPCC (Class 1) for 90% Interim Design		1	1	2	2	8							14	\$ 2,000				\$ -	\$ 2,000
	Prepare 100% Interim Design Documents	2		4	4	10	20	20		1				61	\$ 8,415				\$ -	\$ 8,415
	Update Engineer's OPCC (Class 1) for 100% Interim Design		1	1	2	2	8							14	\$ 2,000				\$ -	\$ 2,000
	Agency Permitting Coordination and Support				8	16	16	40						80	\$ 10,080				\$ -	\$ 10,080
	Prepare Bidding Documents		2		4	10	20	20						56	\$ 7,060				\$ -	\$ 7,060
	Address Bidding Document comments and provide final documents		2		2	8	16	16						44	\$ 5,520				\$ -	\$ 5,520
	Meetings																		\$ -	\$ -
	30/60/90/100% review meetings		16		16				8					40	\$ 8,640				\$ -	\$ 8,640
E	Bid Phase	0	4	0	22	20	38	32	36	0	0	0	0	152	\$ 18,670	\$ -	\$ -	\$ -	\$ -	\$ 18,670
	Pre-Bid Assistance and Pre-Bid Conference				4	4	4		4					16	\$ 2,000				\$ -	\$ 2,000
	Issue Addenda		2		8	16	16	32	16					90	\$ 10,950				\$ -	\$ 10,950
	Attend Bid Opening				2		2							4	\$ 610				\$ -	\$ 610
	Prepare Bid Tabulations, Evaluate Bids, and Recommendation of Award		2		8		16		16					42	\$ 5,110				\$ -	\$ 5,110
Supplemental Services																				
	Supplemental Services	0	8	20	22	40	108	50	68	0	0	0	0	316	\$ 39,260	\$ 15,585	\$ -	\$ -	\$ 16,365	\$ 55,625
F	Prepare draft and final TWDB EFR		4	8	8	20	60	10	20					130	\$ 16,090				\$ -	\$ 16,090
G	Prepare draft and final TWDB Environmental Information Document		2	4	4		8		8					26	\$ 3,910	\$ 15,585			\$ 16,365	\$ 20,275
H	Additional TWDB Bid Phase Support		2	8	10	20	40	40	40					160	\$ 19,260				\$ -	\$ 19,260
														Grand Total	\$ 439,180	\$ 69,647	\$ 56,552	\$ 73,414	\$ 209,598	\$ 648,778

Project Budget Summary

Project Name:	SH 130 Waterline
Project No.:	0075060.00
Annual Rate Escalation:	0%
Project Start (est.):	[Enter Date Here]
Project End (est.):	[Enter Date Here]



	Totals	Phase 01	Phase 02	Phase 03	Phase 04	Phase 05	Phase 06	Phase 07
	Total All Phases	Meetings, coordination, PM work	Constraints Memo	Aquatic Resources Delineation	T&E Species Assessment	Cultural Resources	Phase I Environmental Site Assessment	SWDB Environmental Information Document

LABOR																					
Discipline	Level	Rate	Hours	Charge	% of Total Project	% of Labor Hrs	% of Lbr Charge	Hours	Charge	Hours	Charge	Hours	Charge	Hours	Charge	Hours	Charge	Hours	Charge	Hours	Charge
Environmental Resources	Specialist XI	\$ 193.00	2.50	\$ 483	0.7%	0.5%	0.7%	2.50	\$ 483	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -
Environmental Resources	Specialist VIII	\$ 147.00	96.00	\$ 14,112	20.3%	18.0%	20.7%	35.00	\$ 5,145	25.00	\$ 3,675	2.00	\$ 294	3.00	\$ 441	-	\$ -	3.00	\$ 441	28.00	\$ 4,116
Environmental Resources	Specialist X	\$ 176.00	32.00	\$ 5,632	8.1%	6.0%	8.2%	12.00	\$ 2,112	5.00	\$ 880	2.00	\$ 352	4.00	\$ 704	-	\$ -	4.00	\$ 704	5.00	\$ 880
Environmental Resources	Specialist X	\$ 176.00	10.00	\$ 1,760	2.5%	1.9%	2.6%	-	\$ -	2.00	\$ 352	-	\$ -	-	\$ -	-	\$ -	-	\$ -	8.00	\$ 1,408
Environmental Resources	Specialist X	\$ 176.00	24.00	\$ 4,224	6.1%	4.5%	6.2%	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	24.00	\$ 4,224
GIS/CADD	Specialist V	\$ 115.00	44.00	\$ 5,060	7.3%	8.3%	7.4%	2.00	\$ 230	5.00	\$ 575	8.00	\$ 920	5.00	\$ 575	10.00	\$ 1,150	5.00	\$ 575	9.00	\$ 1,035
Technical Writer/Editor	Specialist VI	\$ 127.00	40.00	\$ 5,080	7.3%	7.5%	7.4%	-	\$ -	8.00	\$ 1,016	9.00	\$ 1,143	9.00	\$ 1,143	2.00	\$ 254	9.00	\$ 1,143	3.00	\$ 381
Environmental Resources	Specialist V	\$ 115.00	34.00	\$ 3,910	5.6%	6.4%	5.7%	-	\$ -	4.00	\$ 460	30.00	\$ 3,450	-	\$ -	-	\$ -	-	\$ -	-	\$ -
Environmental Resources	Specialist IV	\$ 105.00	60.00	\$ 6,300	9.0%	11.3%	9.2%	-	\$ -	-	\$ -	10.00	\$ 1,050	35.00	\$ 3,675	-	\$ -	-	\$ -	15.00	\$ 1,575
Environmental Resources	Specialist III	\$ 95.00	35.00	\$ 3,325	4.8%	6.6%	4.9%	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	35.00	\$ 3,325	-	\$ -
Cultural Resources	Specialist VIII	\$ 147.00	31.00	\$ 4,557	6.5%	5.8%	6.7%	6.00	\$ 882	15.00	\$ 2,205	-	\$ -	-	\$ -	-	\$ -	-	\$ -	10.00	\$ 1,470
Administration	Specialist III	\$ 95.00	9.00	\$ 855	1.2%	1.7%	1.3%	-	\$ -	-	\$ -	1.00	\$ 95	-	\$ -	8.00	\$ 760	-	\$ -	-	\$ -
Cultural Resources	SME II	\$ 225.00	4.00	\$ 900	1.3%	0.8%	1.3%	-	\$ -	-	\$ -	-	\$ -	-	\$ -	4.00	\$ 900	-	\$ -	-	\$ -
Cultural Resources	Specialist VIII	\$ 147.00	3.00	\$ 441	0.6%	0.6%	0.6%	-	\$ -	-	\$ -	-	\$ -	-	\$ -	3.00	\$ 441	-	\$ -	-	\$ -
Cultural Resources	Specialist VI	\$ 127.00	20.00	\$ 2,540	3.6%	3.8%	3.7%	-	\$ -	-	\$ -	-	\$ -	-	\$ -	20.00	\$ 2,540	-	\$ -	-	\$ -
Cultural Resources	Specialist I	\$ 71.00	28.00	\$ 1,988	2.9%	5.3%	2.9%	-	\$ -	-	\$ -	-	\$ -	-	\$ -	28.00	\$ 1,988	-	\$ -	-	\$ -
Cultural Resources	Specialist I	\$ 71.00	24.00	\$ 1,704	2.4%	4.5%	2.5%	-	\$ -	-	\$ -	-	\$ -	-	\$ -	24.00	\$ 1,704	-	\$ -	-	\$ -
Cultural Resources	Specialist III	\$ 95.00	24.00	\$ 2,280	3.3%	4.5%	3.3%	-	\$ -	-	\$ -	-	\$ -	-	\$ -	24.00	\$ 2,280	-	\$ -	-	\$ -
Cultural Resources	Specialist III	\$ 95.00	12.00	\$ 1,140	1.6%	2.3%	1.7%	-	\$ -	-	\$ -	-	\$ -	-	\$ -	12.00	\$ 1,140	-	\$ -	-	\$ -
Labor Subtotal			532.50	\$ 66,291	95.2%	100.0%		57.50	\$ 8,851.50	64.00	\$ 9,163.00	62.00	\$ 7,304.00	56.00	\$ 6,538.00	135.00	\$ 13,157.00	56.00	\$ 6,188.00	102.00	\$ 15,089.00
Communication Fee - % of Labor		3%		\$ 1,989	2.9%				\$ 265.55		\$ 274.89		\$ 219.12		\$ 196.14		\$ 394.71		\$ 185.64		\$ 452.67
Labor Total			532.50	\$ 68,279	98.0%			57.50	\$ 9,117.05	64.00	\$ 9,437.89	62.00	\$ 7,523.12	56.00	\$ 6,734.14	135.00	\$ 13,551.71	56.00	\$ 6,373.64	102.00	\$ 15,541.67

TRAVEL EXPENSES																					
Description	Unit	Rate	# Units	Charge	% of Total Project	# Units	Charge	# Units	Charge	# Units	Charge	# Units	Charge	# Units	Charge	# Units	Charge	# Units	Charge	# Units	Charge
4x4 Truck Daily	Full Ton, Per Day	95.00	1.00	\$ 95	0.1%	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	1.00	\$ 95	-	\$ -	-	\$ -
Mileage	Per Mile	\$ 0.625	620.00	\$ 388	0.6%	240.00	\$ 150	60.00	\$ 38	60.00	\$ 38	-	\$ -	-	\$ -	-	\$ -	200.00	\$ 125	60.00	\$ 38
Rental Car Gasoline	Rate / Unit or Lump Sum	\$ 50.00	1.00	\$ 50	0.1%	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	1.00	\$ 50	-	\$ -	-	\$ -
Travel Expenses Subtotal				\$ 533	0.8%		\$ 150		\$ 38		\$ 38		\$ 38		\$ -		\$ 145		\$ 125		\$ 38
Markup		15%		\$ 80	0.1%		\$ 23		\$ 6		\$ 6		\$ -		\$ -		\$ 22		\$ 19		\$ 6
Per Diem	per day	\$ 59.00	-	\$ -	0.0%	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -
Travel Expenses Total				\$ 612	0.9%		\$ 173		\$ 43		\$ 43		\$ 43		\$ -		\$ 167		\$ 144		\$ 43

OTHER EXPENSES																					
Description	Unit	Rate	# Units	Charge	% of Total Project	# Units	Charge	# Units	Charge	# Units	Charge	# Units	Charge	# Units	Charge	# Units	Charge	# Units	Charge	# Units	Charge
Copies - B&W (in-house)	Per Copy	\$ 0.10	500.00	\$ 50	0.1%	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	500.00	\$ 50	-	\$ -	-	\$ -
Copies - Color (in-house)	Per Copy	\$ 1.00	50.00	\$ 50	0.1%	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	50.00	\$ 50	-	\$ -	-	\$ -
Curation	Rate / Unit or Lump Sum	\$ 250.00	1.00	\$ 250	0.4%	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	1.00	\$ 250	-	\$ -	-	\$ -
GPS - GIS Grade	Per Day	\$ 70.00	3.00	\$ 210	0.3%	-	\$ -	-	\$ -	1.00	\$ 70	-	\$ -	-	\$ -	1.00	\$ 70	1.00	\$ 70	-	\$ -
Records Search	Rate / Unit or Lump Sum	\$ 96.00	1.00	\$ 96	0.1%	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	1.00	\$ 96	-	\$ -	-	\$ -
Other Expenses Subtotal				\$ 656	0.9%		\$ 70		\$ 70		\$ 70		\$ -		\$ -		\$ 516		\$ 70		\$ -
Markup		15%		\$ 98	0.1%		\$ -		\$ -		\$ 11		\$ -		\$ -		\$ 77		\$ 11		\$ -
Other Expenses Total				\$ 754	1.1%		\$ -		\$ -		\$ 81		\$ -		\$ -		\$ 593		\$ 81		\$ -
TOTAL EXPENSES				\$ 1,367	2.0%		\$ 173		\$ 43		\$ 124		\$ -		\$ -		\$ 760		\$ 224		\$ 43

SUBCONTRACTORS																					
Description	Unit	Rate	Units	Charge		Units	Charge	Units	Charge	Units	Charge	Units	Charge	Units	Charge	Units	Charge	Units	Charge	Units	Charge
Subcontractor Fee Subtotal				\$ -	0.0%	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -
Markup		20%		\$ -	0.0%		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
Subcontractor Fee Total				\$ -	0.0%		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
Project Phase Total				\$ 69,646			\$ 9,290		\$ 9,481		\$ 7,647		\$ 6,734		\$ 14,312		\$ 6,598		\$ 15,585		

Note: Communication expense is not subject to 15% administrative fee.

TOTAL PROJECT		Charges
SWCA Labor Total	\$	68,279.22
Expenses Total	\$	1,366.78
Subcontractors Total	\$	-
Total Project	\$	69,645.99
Tax Total	\$	-
Total Including Taxes	\$	69,645.99

SCHNABEL ENGINEERING FEE ESTIMATE - SUMMARY

PROJECT: SH 130 Waterline Attachment 2
DATE: 7/5/2022
REFERENCE NO.: 22640011.00P

	TASK		TOTAL COST
	Task 01 - Geotechnical Investigation and Reporting	Task 02 - Well Data Collection, Data Reduction and Reporting	
Labor	\$ 28,925.00	\$ 9,800.00	\$ 38,725.00
Expenses and Unit Billings	\$ 1,046.00	\$ -	\$ 1,046.00
Subcontractors	\$ 23,568.00	\$ -	\$ 23,568.00
Laboratory Testing	\$ 6,520.00	\$ -	\$ 6,520.00
Total Cost	\$ 60,059.00	\$ 9,800.00	\$ 69,859.00

SCHNABEL ENGINEERING FEE ESTIMATE - LABOR

PROJECT: SH 130 Waterline

Attachment 3

DATE: 7/5/2022

REFERENCE NO.: 22640011.00P

DESCRIPTION OF TASK	CLASSIFICATION						TOTAL HOURS	TOTAL COST
	Principal (Hrs)	Senior Associate (Hrs)	Associate (Hrs)	Project Engineer (Hrs)	Senior Staff (Hrs)	Admin (Hrs)		
	\$ 290.00	\$ 255.00	\$ 225.00	\$ 170.00	\$ 150.00	\$95		
Task 01 - Geotechnical Investigation and Reporting								
a) Review existing geotechnical info			4	4			8	\$ 1,580
b) Layout and stake borings			6	0	4		10	\$ 1,950
c) Coordinate with drilling and traffic control subs, obtain ROW permit				4	10		14	\$ 2,180
d) Logging Borings					40		40	\$ 6,000
e) Draft Boring Logs			2	4	12		18	\$ 2,930
f) Geotechnical Analysis			4	8			12	\$ 2,260
g) Geotechnical Report Preparation	2		2	16	8		28	\$ 4,950
h) Trenchless Excavation Support	2		4	12			18	\$ 3,520
i) Project Meetings			9	9			18	\$ 3,555
Subtotal Hours:	4	0	31	57	74	0	166	****
Subtotal Labor Fee:	\$ 1,160	\$ -	\$ 6,975	\$ 9,690	\$ 11,100	\$ -	****	\$ 28,925
Task 02 - Well Data Collection, Data Reduction and Reporting								
a) Long term monitoring of piezometers			4	10	48		62	\$ 9,800
Subtotal Hours:	0	0	4	10	48	0	62	****
Subtotal Labor Fee:	\$ -	\$ -	\$ 900	\$ 1,700	\$ 7,200	\$ -	****	\$ 9,800
Total Hours	4	0	35	67	122	0	228	****
Total Labor Fee	\$ 1,160	\$ -	\$ 7,875	\$ 11,390	\$ 18,300	\$ -	****	\$ 38,725
CONTINGENCY:							0.0%	\$ -
TOTAL LABOR:								\$ 38,725



Estimate for Subsurface Utility Engineering
City of Pflugerville
SH 130 Water line
Summary

EXHIBIT A-1

Phase	Sub-Total
QL "C"/"D" SUE	\$ 7,648.98
QL "A"/"B" SUE	\$ 48,902.42
Total Estimated Cost	\$ 56,551.40



Estimate for Subsurface Utility Engineering

City of Pflugerville

SH 130 Water line

QL "C" / "D" SUE

EXHIBIT A-2

Hourly Office Labor	Rate	Assumed Quantity	Unit of Measure	Sub-Total
Key Personnel - Travis Isaacson	\$ 316.28	1	HR	\$ 316.28
Key Personnel - Marc Epperly	\$ 258.25	2	HR	\$ 516.50
Supervisory Engineer IV (15-20)	\$ 190.86		HR	\$ -
SUE Project Manager II (5-10)	\$ 169.71	4	HR	\$ 678.84
Professional Engineer I (4-8)	\$ 165.19		HR	\$ -
Assistant Project Manager II (5-10)	\$ 118.30	8	HR	\$ 946.40
Engineer in Training I (0-5)	\$ 110.49		HR	\$ -
CADD Technician II (5-10)	\$ 74.84	40	HR	\$ 2,993.60
Engineering Technician I (1-5)	\$ 74.67	8	HR	\$ 597.36
Field Manager III (10+)	\$ 127.23		HR	\$ -
Administrative Specialist II (8-12)	\$ 81.39		HR	\$ -
Sub-Total				\$ 6,048.98
Field Recon	Rate	Assumed Quantity	Unit of Measure	Sub-Total
One Designating Person	\$ 160.00	10	HR	\$ 1,600.00
Two Person Designating Crew	\$ 250.00	0	HR	\$ -
Sub-Total				\$ 1,600.00
Total Estimated Cost				\$ 7,648.98

Estimate for Subsurface Utility Engineering

City of Pflugerville SH 130 Water line QL "A"/"B" SUE

EXHIBIT A-3

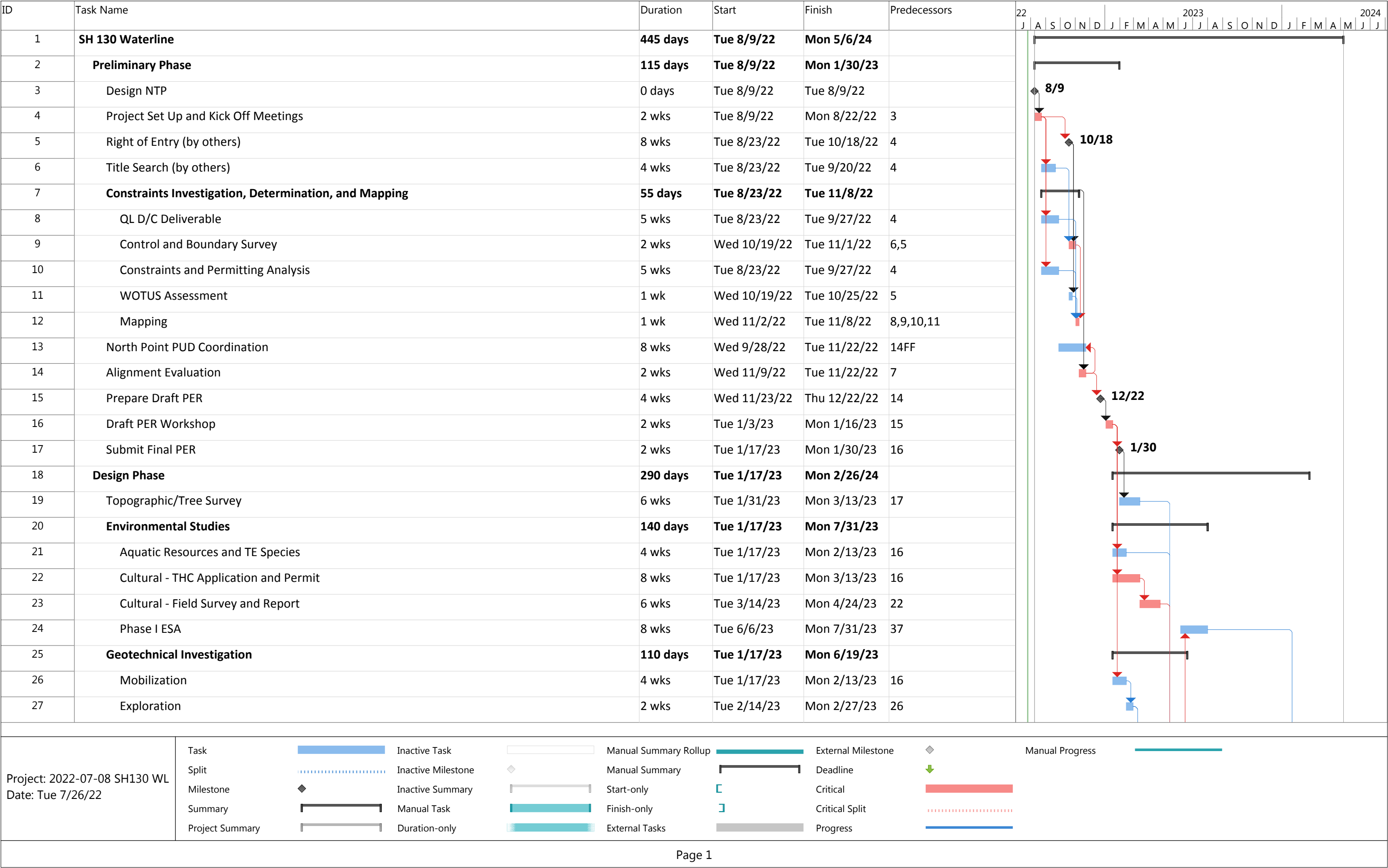
Hourly Office Labor	Rate	Assumed Quantity	Unit of Measure	Sub-Total
Key Personnel - Travis Isaacson	\$ 316.28	2	HR	\$ 632.56
Key Personnel - Marc Epperly	\$ 258.25	4	HR	\$ 1,033.00
Supervisory Engineer IV (15-20)	\$ 190.86		HR	\$ -
SUE Project Manager II (5-10)	\$ 169.71	8	HR	\$ 1,357.68
Professional Engineer I (4-8)	\$ 165.19		HR	\$ -
Assistant Project Manager II (5-10)	\$ 118.30	12	HR	\$ 1,419.60
Engineer in Training I (0-5)	\$ 110.49		HR	\$ -
CADD Technician II (5-10)	\$ 74.84	40	HR	\$ 2,993.60
Engineering Technician I (1-5)	\$ 74.67	4	HR	\$ 298.68
Field Manager III (10+)	\$ 127.23	10	HR	\$ 1,272.30
Administrative Specialist II (8-12)	\$ 81.39		HR	\$ -
Sub-Total				\$ 9,007.42
Direct Expenses	Rate	Assumed Quantity	Unit of Measure	Sub-Total
ROW Permit	\$ 500.00	2	EA	\$ 1,000.00
Sub-Total				\$ 1,000.00
QL"B" SUE Designating	Rate	Assumed Quantity	Unit of Measure	Sub-Total
One Designating Person	\$ 160.00	30	HR	\$ 4,800.00
Two Person Designating Crew	\$ 250.00	10	HR	\$ 2,500.00
Sub-Total				\$ 7,300.00
QL"A" SUE Test Holes				
Unit Rate - Depth	Outside Pavement Rate	Assumed Quantity	Unit Of Measure	Sub-Total
0 - 5 feet	\$ 1,315.00	9	EA	\$ 11,835.00
5 - 8 feet	\$ 1,600.00	7	EA	\$ 11,200.00
8 - 13 feet	\$ 1,995.00	3	EA	\$ 5,985.00
13 - 20 feet	\$ 2,575.00	1	EA	\$ 2,575.00
Over 20 feet	\$ 3,025.00	0	EA	\$ -
Pavement Coring	\$ 370.00	0	EA	\$ -
Test Hole Total		20		
Sub-Total				\$ 31,595.00
Total Estimated Cost				\$ 48,902.42

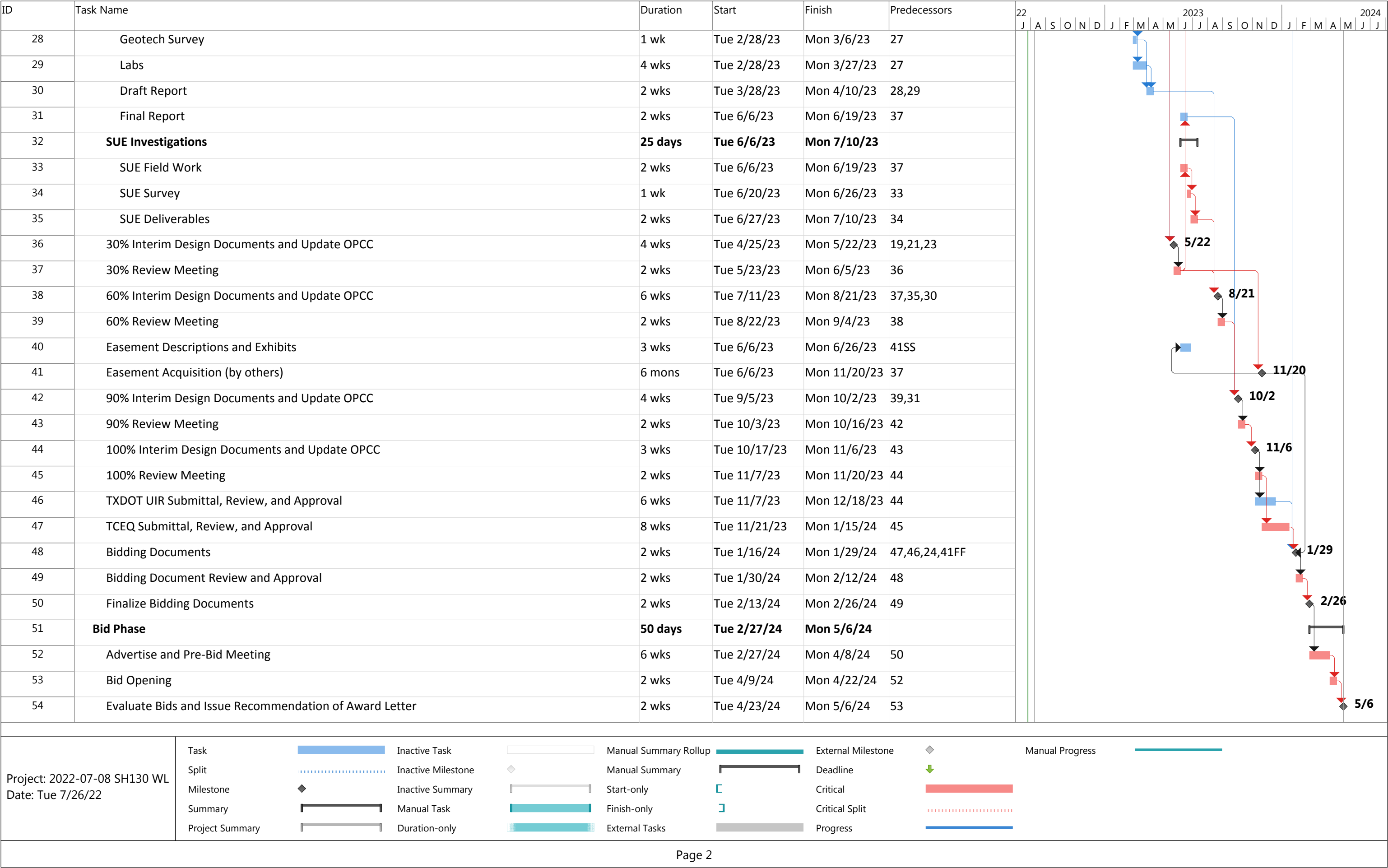


Standard Hourly Rates Schedule

Standard Hourly Rates are subject to annual review and adjustment. Hourly rates for services in effect on the date of the Agreement are:

Classification	Rate	Classification	Rate
Managing Principal	\$295/hour	Professional VII	\$125/hour
Manager VII	\$295/hour	Professional VI	\$110/hour
Manager VI	\$285/hour	Professional V	\$100/hour
Manager V	\$270/hour	Professional IV	\$95/hour
Manager IV	\$255/hour	Professional III	\$90/hour
Manager III	\$240/hour	Professional II	\$85/hour
Manager II	\$225/hour	Professional I	\$80/hour
Manager I	\$205/hour	Construction Manager IX	\$295/hour
Senior Engineer IV	\$265/hour	Construction Manager VIII	\$200/hour
Senior Engineer III	\$250/hour	Construction Manager VII	\$150/hour
Senior Engineer II	\$225/hour	Construction Manager VI	\$130/hour
Senior Engineer I	\$200/hour	Construction Manager V	\$115/hour
Survey Manager	\$200/hour	Construction Manager IV	\$110/hour
Project Manager IX	\$225/hour	Construction Manager III	\$100/hour
Project Manager VIII	\$215/hour	Construction Manager II	\$95/hour
Project Manager VII	\$205/hour	Construction Manager I	\$80/hour
Project Manager VI	\$195/hour	Technician XII	\$175/hour
Project Manager V	\$185/hour	Technician XI	\$160/hour
Project Manager IV	\$175/hour	Technician X	\$150/hour
Project Manager III	\$165/hour	Technician IX	\$140/hour
Project Manager II	\$150/hour	Technician VIII	\$125/hour
Project Manager I	\$140/hour	Technician VII	\$110/hour
Senior Design Engineer III	\$150/hour	Technician VI	\$95/hour
Senior Design Engineer II	\$135/hour	Technician V	\$90/hour
Senior Design Engineer I	\$125/hour	Technician IV	\$80/hour
Project Engineer IV	\$140/hour	Technician III	\$75/hour
Project Engineer III	\$115/hour	Technician II	\$60/hour
Project Engineer II	\$100/hour	Technician I	\$50/hour
Project Engineer I	\$90/hour	Support Staff V	\$100/hour
Project Surveyor VIII	\$160/hour	Support Staff IV	\$90/hour
Project Surveyor VII	\$150/hour	Support Staff III	\$80/hour
Project Surveyor VI	\$140/hour	Support Staff II	\$70/hour
Project Surveyor V	\$130/hour	Support Staff I	\$60/hour
Project Surveyor IV	\$120/hour	4-Man Crew	\$240/hour
Project Surveyor III	\$110/hour	3-Man Crew	\$225/hour
Project Surveyor II	\$100/hour	2-Man Crew	\$165/hour
Project Surveyor I	\$85/hour	1-Man Crew	\$145/hour





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