

**PROFESSIONAL SERVICES AGREEMENT  
FOR  
INDUSTRIAL PRETREATMENT AND FOG PROGRAM DEVELOPMENT**

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 Freese and Nichols, Inc. (“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**

Consultant agrees to provide the services described in this Article III entitled Scope of Services in exchange for the compensation described in Article IV. Compensation. Scope of Services are detailed in *Exhibit 1* 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 a lump sum amount of ***Three Hundred Ninety-Nine Five Hundred Nine (\$399,509.00)*** as total compensation, to be paid to Consultant as further detailed in Exhibit 1.

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: Patricia Davis, P.E.  
City Engineer  
P.O. Box 589  
Pflugerville, Texas 78691

If intended for Consultant, to: Freese and Nichols, Inc.  
Attn: Kendall King, P.E.  
Vice President  
10431 Morado Circle, Ste 300  
Austin, TX 78759

## 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 “*Industrial Pretreatment and FOG Program Development*” 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 (Public) Liability to include coverage for: General Premises/Operations	1,000,000 per occurrence, 2,000,000 general aggregate  Or	City to be listed as additional insured and provide 30 days' notice of cancellation or material change in coverage
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		
<b>Contractual Liability</b>		
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:

David James Environmental Services Group, LLC  
Aqua-Tech Laboratories, Inc.

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 ventures 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:

Attachment "A" - 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; and (ii) will not boycott Israel during the term of the contract. (Texas Government Code, Chapter 2270.002) by accepting this rider, the Consultant hereby verifies that it does not boycott Israel, and agrees that, during the term of this agreement, will not boycott Israel as that term is defined in the Texas Government Code, Section 808.001, as amended. Further, the Consultant 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 Organization.

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

**CITY OF  
PFLUGERVILLE**

**FREESE AND NICHOLS, INC.**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
  
(Signature)

Printed Name: Sereniah Breland

Printed Name: **Kendall King**

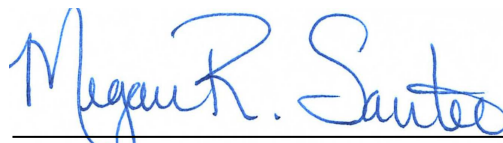
Title: City Manager

Title: **Vice President**

Date: \_\_\_\_\_

Date: **August 6, 2020**

APPROVED AS TO FORM:

  
\_\_\_\_\_

Charles E. Zech

City Attorney

DENTON NAVARRO ROCHA BERNAL & ZECH, P.C.

## EXHIBIT 1 - SCOPE OF SERVICES

### City of Pflugerville – Industrial Pretreatment and FOG Program Development

#### GENERAL DESCRIPTION OF PROJECT AND SERVICES

This Scope of Work includes development of a new Industrial Pretreatment Program in accordance with the latest requirements in 40 CFR Part 403 and TCEQ pretreatment regulations. The IPP in general will include the following components:

- Industrial User Survey
- Sewer Use Ordinance
- Enforcement Response Plan (ERP)
- Standard Operating Procedures (SOP)
- Pretreatment Forms/Templates
- Technically Based Local Limits (TBLLs)
- Pretreatment Program Cost Survey and Financial Evaluation
- Public Relations/Marketing Plan
- Fats, Oils and Grease (FOG) Program
- Surcharge Program

Also included in this Scope of Work is coordination with analytical laboratory; and training and consultation services for the CITY staff on the new IPP. The Scope of Work does not include legal review by an attorney. CITY shall provide coordination with an attorney for legal review of the IPP.

**BASIC SERVICES:** FNI shall render the following professional services in connection with the development of the Project:

#### A. General

Perform general administrative duties associated with the project including progress monitoring, monthly progress reporting, scheduling, general correspondence, documentation, project administration and invoicing for the scope items identified herein. Documentation shall be in accordance with any regulatory requirements for the project. These duties include maintaining routine contact with the CITY to help meet the needs of the CITY in a timely manner, and executing the work in accordance with the work plan, budget and schedule

#### B. Meetings

1. Conduct a project kick-off meeting with the CITY to review scope and schedule of services, discuss project approach and work plan, and verify the CITY's project requirements.
2. Hold up to six (6) progress meetings during the course of the project.
3. Conduct one (1) workshop with the CITY staff on implementation of the IPP.
4. Conduct one (1) work session with the CITY Council to present the IPP.

#### C. Industrial Pretreatment Program Development

1. **Industrial User Survey** – Assist CITY in compiling a Master List of potential Industrial Users (IUs) in the service area. The Master List of Potential Industrial Users will be developed through an Industrial User Survey. The Industrial User Survey will list industrial users (IUs) within the

- treatment service area including Dental offices, EPA's Toxic Release Inventory (TRI), EPA's Envirofacts listing, high water users, Standard Industrial Classifications (SIC) code designated facilities, North America Industrial Classification (NAIC) code designated facilities, metal plating facilities, truck washing facilities, Grease & Grit processing facilities, Hospitals, meat and poultry products, plastic molding and forming facilities and other City identified facilities which potential could impact the treatment works or standards. The Master List of Potential Industrial Users will be used to identify Significant industrial User's (SIUs). A SIU is any industry that discharges 25,000 gallons per day (gpd) or more of process wastewater or contributes 5% or more of the hydraulic or organic capacity of the wastewater treatment plant or is a categorical industrial user (under 40 CFR Chapter I, Subchapter N under 40 CFR Chapter I, Subchapter N ) or have a reasonable potential to adversely impact the Publicly Owned Treatment Works (POTW) or for violating any regulatory standard.
2. **Sewer Use Ordinance** – Develop new sewer use ordinance incorporating applicable Pretreatment Streamlining Rule provisions to replace the current ordinance in Title V: Public Works Chapter 52 “Industrial Waste”. The new sewer user ordinance will incorporate provisions of EPA model Pretreatment Ordinance, January 2007. EPA 833-B-06-002.
  3. **Enforcement Response Plan (ERP)** – Develop an ERP to establish protocol for identification and investigation of Industrial User (IU) non-compliance, and appropriate enforcement actions. The ERP shall include an Enforcement Response Guide (ERG) table to assist CITY in selection of appropriate enforcement actions for non-compliance issues.
  4. **Standard Operating Procedures (SOPs)** – Develop standard operating procedures to assist CITY in day-to-day management and implementation of the IPP. SOPs will include procedures for sampling, inspection, permitting, reporting, and data management program to implement the requirements of 40 CFR 403.8 and 403.12. The SOPs will include:
    - a. General Procedures
    - b. Procedures for identifying and updating Industrial Users.
    - c. Procedure for permitting Industrial Users
    - d. Procedures for determining Industrial user compliance
    - e. Procedure for Industrial User & POTW Reports
    - f. Enforcement Procedures
    - g. Procedures for Reassessment of Technically Based Local Limits
    - h. Procedures for Dental Office pretreatment standards
    - i. Procedures for evaluation of Slug Discharge Control Plans and Toxic Organic Management Plans (TOMPs)
    - j. Procedures for calculation of surcharges
    - k. Procedures for Pretreatment Program Modifications
    - l. Procedures for FOG monitoring and reporting
  5. **Pretreatment Forms** – Develop standard forms/templates needed for IPP implementation. Standard forms shall be developed for IU permit application, permit, inspection report, non-compliance enforcement actions, industrial user survey, etc. The standard forms will include:
    - a. Industrial Wastewater Discharge Permit Application
    - b. Permit to Discharge Industrial Wastewater to Sanitary Sewer
    - c. No Enforcement Response Documentation
    - d. Documentation Record – Telephone Calls

- e. Notice of Violation
- f. Meeting Documentation Record
- g. Formal Enforcement Cover Letter
- h. Sample Show Cause Order
- i. Sample Consent Order
- j. Sample Compliance Order
- k. Sample Administrative Fine
- l. Sample Cease & Desist Order
- m. Sample Emergency Suspension
- n. Sample Termination of Service
- o. Review for Potential Industrial Users
- p. Industrial Pretreatment Questionnaire
- q. Industrial User Inspection Report
- r. Suspect Discharge Form
- s. Sample Chain of Custody Form
- t. Privileged and Confidential Information Form
- u. Monitoring Report Form
- v. Determining Fine, Recovery Cost, and Economic Benefit
- w. Permit Fact Sheet

6. **Technically Based Local Limits (TBLLs)** – Develop TBLLs in accordance with the EPA’s Local Limits Development Guidance, July 2004, and EPA Region 6’s Technically Based Local Limits Development Guidance, October 12, 1993.

- a. **Sampling Plan:** Develop a sampling plan describing the monitoring to take place at the influent and effluent (and other points, as applicable) of the Central WWTP, domestic/commercial background, and sewage sludge for the TBLLs development.
  - i. Submit list of pollutants to be included in the Initial Influent Priority Pollutant Scan (IIPPS) and coordinate the sampling with the CITY and the analytical laboratory. Analyze the IIPPS results and identify the pollutants of concern (POC) in addition to the (15) pollutants identified by the EPA guidance manual as POC: arsenic, cadmium, chromium copper, cyanide, lead, mercury, nickel, silver, zinc, molybdenum, selenium, 5-day BOD, TSS, TKN and ammonia. It is also recommended to sample for total phosphorous, conductivity, total dissolved solids, chlorides, sulfates, total nitrogen, nitrate-N, nitrite-N and orthophosphate.
  - ii. Identify the influent, effluent and sludge sample locations at the Central WWTP and the sampling locations for the domestic/ commercial background.
  - iii. Prepare an electronic copy of the Draft Sampling Plan and provide to the CITY for review. Incorporate CITY review comments and submit two (2) hardcopies and one (1) electronic copy in PDF format for the Final Sampling Plan to the CITY.
  - iv. Coordinate the execution of the sampling plan with the CITY and CITY’s preferred analytical laboratory for the sampling of the POCs:
    - 1. 7-day influent and effluent sampling
    - 2. 7-day sludge sampling
    - 3. 7-day domestic/commercial sampling



- b. **TBLL Development:** With the data collected from the sampling, calculate TBLLs to attain the Texas Surface Water Quality Standards [30 TAC Chapter 307] in water in the state, prevent pass through of pollutants, inhibition of or interference with the treatment facility, worker health and safety problems, and sludge contamination.
      - i. Calculate WWTP removal efficiency for the POCs
      - ii. Develop Maximum Allowable Headworks Loading (MAHL) based on Texas Surface Water Quality Standards, TexTox modeling toxicity limits, process inhibition standards, and sludge disposal criteria
      - iii. Develop Maximum Allowable Industrial Loading (MAIL)
      - iv. Calculate TBLLs for the POCs
      - v. Prepare an electronic copy of the Draft TBLL Development Report and provide to the CITY for review. Incorporate CITY review comments and submit two (2) hardcopies and one (1) electronic copy in PDF format of the TBLL Development Report for the CITY.
7. **Staff Training and Development** – Provide up to 40 hours of training to CITY staff on implementation of the IPP. Training will include day-to-day management of IPP, reporting and record keeping requirements, permitting process, IU inspection, sampling, monitoring reports evaluation etc.
8. **Pretreatment Program Cost Survey and Financial Evaluation** – Assist the CITY staff in determining the financial resources needed for the implementation of the IPP.
  - a. Evaluate overall and annual cost of the implementation of the IPP including revenue sources, equipment, and staffing.
  - b. Compare costs with other municipalities with similar pretreatment programs.
  - c. Prepare proposed operating budget with recommended fees to cover the program cost.
9. **Public Relations/Marketing Plan** – Assist the CITY in development of a public relation/marketing plan to educate public, city council and other stakeholders on the new IPP. Marketing plan shall include the following:
  - a. One (1) press release in a local newspaper of CITY’s choice;
  - b. Brochure for mailing and electronic mailing to stakeholders (industries and other cities that CITY has interjurisdictional agreement with sewer service);
  - c. Coordination with the CITY’s Public Information Office staff to update CITY’s website with pertinent information on the IPP; and
  - d. Provide three (3) graphical content pieces for social media use by the PIO.

**SPECIAL SERVICES:** FNI shall render the following professional services in connection with the development of the Project:

- A. **Surcharge Program** – Develop surcharge rates to recover costs incurred by the CITY in treating wastewater discharged by industrial and commercial users that exceeds the strength of normal domestic wastewater. The surcharge rates will be developed for Biochemical Oxygen Demand (BOD), Total Suspended Solids (TSS), Total Kjeldahl Nitrogen (TKN), and Total Phosphorous (TP).
  1. Obtain and review historical data required for the development of surcharge rates such as Operation and Maintenance (O&M) costs of the Central WWTP for the last five years; available insurance assessed value of assets or cost information of the construction of the

Central WWTP, including improvements; number of employees associated with the Central WWTP and collection operation; sewer rates, etc.

2. Develop new surcharge rate evaluation criteria and methodology.
  3. Calculate new surcharge rates for the following conventional pollutants: Biochemical Oxygen Demand (BOD), Total Suspended Solids (TSS), Total Kjeldahl Nitrogen (TKN), and Total Phosphorous (TP). TKN will be used instead of Ammonia-Nitrogen since it is a true measure of the actual Ammonia-Nitrogen in the influent to the plant. The surcharge rates for the pollutants shall be representative of the actual cost of treatment incurred by the CITY at the Central WWTP.
  4. Determine a maximum allowable concentration for BOD, TSS, TKN, and TP in discharges from IUs in order to protect the Central WWTP from slug loads. Incorporate the maximum discharge concentration into the new surcharge rate calculation.
  5. Prepare a technical memorandum on the surcharge rate analysis with the list of recommended parameters; a description of the surcharge evaluation criteria; surcharge rate methodology; development of new surcharge rates; and maximum allowable discharge concentration for the surcharge pollutants.
- B. Fats, Oils, and Grease (FOG) Program** – Develop a program for management of FOG from non-domestic sources to reduce potential for sewer overflows and improve operation of the WWTP. The FOG Program will establish criteria for proper sizing of grease traps, installation, cleaning and maintenance, and policy on use of additives and alternative treatment.
- 1. Task 1: FOG Program Assessment and Identification of Needed Modifications**
    - i. Conduct an initial meeting with the CITY Departments and appropriate staff (i.e., Wastewater Treatment, Wastewater Collection, Development Services, Building Inspection, etc.) to discuss the following topics, at a minimum:
      - Current efforts to prevent and control FOG discharges from non-residential and residential users (i.e., policies, rules, ordinances, plumbing codes, food service establishment (FSE) identification and classification, permitting, enforcement, grease trap or interceptor sizing, FSE notifications, installation, cleaning and maintenance, variances regarding installation and cleaning practices, grandfathering, policy on use of additives and alternative treatment, and information management). The CITY will provide an electronic list of currently permitted FSEs that includes the information on the FSE permit application form used by the CITY. If an electronic list is not available, the CITY will provide copies of the permit applications.
      - Current practices to identify, track, and respond to sanitary sewer overflows (SSOs) that occur due to grease-blocked sewer lines. The CITY will provide an electronic list of SSOs for the last two (2) years that includes the date, location, volume, cause, and corrective action taken for each SSO.

- Current GIS capabilities to show location of FSEs and SSOs from grease-blockages.
  - Current public education and outreach practices for FSEs and residential customers. The CITY will provide examples of materials used for public outreach and education.
- ii. Prepare a written summary of the meeting and recommended FOG program modifications (including rationale) based on an evaluation of the information provided. Send the meeting summary and recommended modifications to the CITY for review and consideration.
  - iii. Conduct a meeting with the CITY to discuss and select which recommended FOG program modifications to incorporate into the FOG program
- 2. Task 2: Prepare a FOG ordinance to provide legal authority to implement and enforce the FOG program**
- i. Prepare a draft FOG ordinance that incorporates the TCEQ model grease management standards, as applicable, and CITY -selected modifications from Task 1.
  - ii. Send the draft FOG ordinance to the CITY for review and comments. Revise the FOG ordinance to address the CITY's comments and provide the final document to the CITY.
  - iii. Assist the CITY prepare presentation materials regarding FOG program modifications.
- 3. Task 3: Prepare standard operating procedures (SOPs) and templates to implement the FOG program**
- i. Prepare SOPs to include FSE identification and classification; review of FSE registration and/or permit applications; grease trap/interceptor sizing criteria, installation, cleaning, and maintenance; evaluation of alternative treatment; FSE monitoring, inspection, compliance evaluation, FSE certification and employee training; enforcement responses; documentation and information management; and evaluation of program performance measures. Send the SOPs to the CITY for review and comments. Revise the SOPs to address the CITY's comments and provide the final document to the CITY.
  - ii. Prepare templates to include FSE notification letters or forms; registration and/or permit application forms; registration and/or permit templates; best management practices certification form; grease trap/interceptor sizing templates; FSE inspection forms; FSE enforcement cover letter and notice of violation and/or other enforcement forms; and program performance measures tracking template. Send the templates to the CITY for review and comments. Revise the templates to address the CITY's comments and provide the final document to the CITY.
- 4. Task 4: Prepare a FOG program public education and outreach plan**
- i. Prepare written public outreach plan that includes recommendations on developing informational brochures on impacts of FOG, web pages ideas, suggested brochures, best kitchen practices posters, and other materials.

- 5. Task 5: Prepare for and provide training to CITY personnel on FOG program implementation**

- i. Prepare training materials and conduct up to 24-hours of training on how to: identify and classify FSEs; review of applications; sizing of grease traps and interceptors; conducting FSE inspections and follow up; compliance determination and enforcement; documentation and information tracking; and measuring and documenting FOG program performance. Conduct a hands-on training on the FOG program for the CITY staff.

**6. Task 6: Prepare recommendations for an information management system and a preliminary budget that includes potential FOG program funding sources**

- i. Evaluate the existing information management system used by the CITY to track FSE permitting, inspections, grease trap/interceptor cleaning and maintenance, compliance, and enforcement and identify needs to augment the existing system, if possible, or for other information management software. Prepare written recommendations and submit to the CITY for review and consideration.
- ii. Prepare a preliminary budget to implement and enforce the FOG program and submit to the CITY for consideration. The preliminary budget will include potential funding options, recommended staffing, materials and equipment, information management software, and other resource needs that are identified.
- iii. Conduct a meeting with the City to discuss FOG program resource needs and the budget.

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

- A. Meetings with the industries and other stakeholders to discuss proposed TBLLs, surcharge rates, and other components of the IPP.
- B. Consultation on IPP management and execution beyond the 40 hours of training included in Basic Services.
- C. Coordination with TCEQ, if needed, to discuss proposed IPP.
- D. Evaluation, set-up, and training of software such as Linko and XC2 for administration and management of the IPP.
- E. Additional meetings, presentations and workshops in excess of the quantity included in Basic Services.
- F. Providing basic or additional services on an accelerated time schedule. The scope of this service include cost for overtime wages of employees and consultants, inefficiencies in work sequence and plotting or reproduction costs directly attributable to an accelerated time schedule directed by the CITY.
- G. Preparing data and reports for assistance to CITY in preparation for hearings before regulatory agencies, courts, arbitration panels or any mediator, giving testimony, personally or by deposition, and preparations therefore before any regulatory agency, court, arbitration panel or mediator.

- H. Assisting CITY in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this Agreement. Such services, if any, shall be furnished by FNI on a fee basis negotiated by the respective parties outside of and in addition to this Agreement.
- I. Providing services made necessary because of unforeseen, concealed, or differing site conditions or due to the presence of hazardous substances in any form.

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

- **Notice to Proceed** **August 26, 2020**
- **Kick-off Meeting** **September 9, 2020**
- **Industrial User (IU) Survey** **November 23, 2020**
- **TBLL Sampling Plan** **December 16, 2020**
- **Sewer Use Ordinance, ERP, SOP** **February 22, 2021**
- **FOG Program** **February 22, 2021**
- **Surcharge Program** **March 29, 2021**
- **TBLL Development Report** **April 12, 2021**
- **Staff Training and Development** **May 31, 2021**

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

**RESPONSIBILITIES OF CITY:** CITY shall perform the following in a timely manner so as not to delay the services of FNI:

- A. Legal review of the IPP Ordinance and certifications by an attorney.
- B. Development of financial programs, revenue sources, equipment, staffing, and organizational chart of those positions which will be employed to implement the pretreatment program
- C. Designate in writing a person to act as CITY’s representative with respect to the services to be rendered under this Agreement. Such person shall have contract authority to transmit instructions, receive information, interpret and define CITY’s policies and decisions with respect to FNI’s services for the Project.

- D. Provide all criteria and full information as to CITY's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which CITY will require to be included in the drawings and specifications.
- E. Assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
- F. Arrange for access to and make all provisions for FNI to enter upon public and private property as required for FNI to perform services under this Agreement.
- G. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by FNI, obtain advice of an attorney, insurance counselor and other consultants as CITY deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of FNI.
- H. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- I. Give prompt written notice to FNI whenever CITY observes or otherwise becomes aware of any development that affects the scope or timing of FNI's services.
- J. Furnish, or direct FNI to provide, Additional Services as stipulated in this Agreement or other services as required.
- K. Bear all costs incident to compliance with the requirements this section.

City of Pflugerville Industrial Pretreatment Program Development 8/10/2020 Detailed Cost Breakdown	Project Fee Summary		
	Basic Services	\$	311,774
	Special Services	\$	77,735
	<b>Total Project</b>	<b>\$</b>	<b>399,509</b>

Project Fee Summary		
Basic Services		311,774
Special Services		77,735
<b>Total Project</b>		<b>399,509</b>

Tasks				Labor							Subconsultants					Total			
Phase	Task	Basic or Special	Task Description	Murali Erat	Chris Callahan	Katie Leatherwood	Kendall King	Mike Morrison	Senior Graphics Coordinator	Total Hours	Total Labor Effort	Total Expense Effort	WTC	Aqua-Tech	Linko	Sub Name 4	Total Sub Effort	Total Effort	
				PM	APM	ES	CR/PIC	QC											
				\$209	\$156	\$178	\$240	\$175	\$111										
0001	0BC0	Basic	<b>Project Management</b>								\$ -	\$ -						\$ -	\$ -
0001	0BC0	Basic	Project Setup	12						12	\$ 2,508	\$ 102						\$ -	\$ 2,610
0001	0BC0	Basic	Monthly PM and One-Page Reports	24	12					36	\$ 6,888	\$ 306						\$ -	\$ 7,194
0001	0BG0	Basic	<b>Meetings</b>								\$ -	\$ -						\$ -	\$ -
0001	0BG0	Basic	Project Kick-off Meeting	8	2	2	2	2		16	\$ 3,170	\$ 136	1,000					\$ 1,100	\$ 1,100
0001	0BG0	Basic	Progress Meetings (6)	48	12	6	12	6		84	\$ 16,902	\$ 4,074						\$ -	\$ 20,976
0001	0BG0	Basic	Workshop with City Staff	8	4		4	4		20	\$ 3,956	\$ 170						\$ -	\$ 4,126
0001	0BG0	Basic	Work Session with City Council	8	4		4	4		20	\$ 3,956	\$ 170						\$ -	\$ 4,126
0001		Basic	<b>Program Development</b>								\$ -	\$ -						\$ -	\$ -
0001	OPA1	Basic	Industrial User Survey	18	64		1	4		87	\$ 14,686	\$ 740						\$ -	\$ 15,426
0001	OPA2	Basic	Sewer Use Ordinance (SUO)	24		80	1	4		109	\$ 20,196	\$ 927						\$ -	\$ 21,123
0001	OPA2	Basic	Enforcement Response Plan (ERP)	8		40	1	4		53	\$ 9,732	\$ 451						\$ -	\$ 10,183
0001	OPA2	Basic	Standard Operating Procedures (SOPs)	16		64	1	4		85	\$ 15,676	\$ 723						\$ -	\$ 16,399
0001	OPA2	Basic	Pretreatment Forms	16		64	1	4		85	\$ 15,676	\$ 723						\$ -	\$ 16,399
0001		Basic	<b>Technically Based Local Limits (TBLLs)</b>								\$ -	\$ -						\$ -	\$ -
0001	OPA3	Basic	<b>Sampling Plan</b>				1	8		9	\$ 1,640	\$ 77						\$ -	\$ 1,717
0001	OPA3	Basic	Initial Influent Priority Pollutant Scan (IIPS)	8	12					20	\$ 3,544	\$ 170		11,764				\$ 12,941	\$ 16,655
0001	OPA3	Basic	Identify Sampling Locations	4	10					14	\$ 2,396	\$ 119						\$ -	\$ 2,515
0001	OPA3	Basic	Develop Sampling Plan	16	64					80	\$ 13,328	\$ 680						\$ -	\$ 14,008
0001	OPA3	Basic	Address City Review Comments on Sampling Plan	8	16					24	\$ 4,168	\$ 204						\$ -	\$ 4,372
0001	OPA3	Basic	Lab & City Coordination - Execution of Sampling Plan	4	8					12	\$ 2,084	\$ 102						\$ -	\$ 2,186
0001		Basic	<b>TBLL Development</b>				1	8		9	\$ 1,640	\$ 77						\$ -	\$ 1,717
0001	OPA4	Basic	Sampling Plan Results Review & Tabulation	4	24					28	\$ 4,580	\$ 238		65,418				\$ 71,960	\$ 73,676
0001	OPA4	Basic	WWTP Removal Efficiency	4	12					16	\$ 2,708	\$ 136						\$ -	\$ 2,844
0001	OPA4	Basic	Maximum Allowable Headworks Loading (MAHL)	8	12					20	\$ 3,544	\$ 170						\$ -	\$ 3,714
0001	OPA4	Basic	Maximum Allowable Industrial Loading (MAIL)	4	12					16	\$ 2,708	\$ 136						\$ -	\$ 2,844
0001	OPA4	Basic	Calculation of TBLLs	8	16					24	\$ 4,168	\$ 204						\$ -	\$ 4,372
0001	OPA4	Basic	TBLL Development Report	16	72					88	\$ 14,576	\$ 748						\$ -	\$ 15,324
0001	OPA5	Basic	Staff Training and Development & LINKO Software Setup	8			1	2		11	\$ 2,262	\$ 16,594	1,000		10,000			\$ 11,100	\$ 29,956
0001	OPA6	Basic	Cost Survey and Financial Evaluation	8	24		1	2		35	\$ 6,006	\$ 298						\$ -	\$ 6,304
0001	OPA7	Basic	Public Relations/Marketing Plan	12			1	2	40	55	\$ 7,538	\$ 468						\$ -	\$ 8,006
0002	OPA8	Special	<b>Surcharge Program</b>				1	8		9	\$ 1,640	\$ 77						\$ -	\$ 1,717
0002	OPA8	Special	Obtain & Review Historical Plant Data	8	32					40	\$ 6,664	\$ 340						\$ -	\$ 7,004
0002	OPA8	Special	Develop Surcharge Rate Methodology	8	16					24	\$ 4,168	\$ 204						\$ -	\$ 4,372
0002	OPA8	Special	Develop Surcharge Rate Calculation Spreadsheet	12	32					44	\$ 7,500	\$ 374						\$ -	\$ 7,874
0002	OPA8	Special	Calculate Surcharge Rates for BOD, TSS, TKN, TP	12	40					52	\$ 8,748	\$ 442						\$ -	\$ 9,190
0002	OPA8	Special	Technical Memorandum	12	64					76	\$ 12,492	\$ 646						\$ -	\$ 13,138
0002	OPA9	Special	<b>Fats, Oils, and Grease (FOG) Program</b>								\$ -	\$ -						\$ -	\$ -
0002	OPA9	Special	Task 1: FOG Program Assessment and Identification of Modifications Needed	2						2	\$ 418	\$ 17	2,250					\$ 2,475	\$ 2,910
0002	OPA9	Special	Task 2: Prepare FOG Ordinance	2						2	\$ 418	\$ 17	5,000					\$ 5,500	\$ 5,935
0002	OPA9	Special	Task 3: Prepare FOG SOP	2						2	\$ 418	\$ 17	10,000					\$ 11,000	\$ 11,435
0002	OPA9	Special	Task 4: Prepare FOG Program Public Education/Outreach Plan	2						2	\$ 418	\$ 17	1,000					\$ 1,100	\$ 1,535
0002	OPA9	Special	Task 5: FOG Program Training to City Staff	8						8	\$ 1,672	\$ 68	5,250					\$ 5,775	\$ 7,515
0002	OPA9	Special	Task 6: FOG Program Budget and Funding Sources Evaluation	2						2	\$ 418	\$ 17	4,250					\$ 4,675	\$ 5,110
<b>Total Hours / Quantity</b>				<b>372</b>	<b>564</b>	<b>256</b>	<b>33</b>	<b>66</b>	<b>40</b>	<b>1,331</b>			<b>\$ 34,750</b>	<b>\$ 77,182</b>	<b>\$ -</b>	<b>\$ -</b>		<b>\$ 123,125</b>	<b>\$ 399,509</b>
<b>Total Effort</b>				<b>\$ 77,748</b>	<b>\$ 87,984</b>	<b>\$ 45,568</b>	<b>\$ 7,920</b>	<b>\$ 11,550</b>	<b>\$ 4,440</b>		<b>\$ 235,210</b>	<b>\$ 31,174</b>	<b>\$ 38,225</b>	<b>\$ 84,900</b>	<b>\$ -</b>	<b>\$ -</b>		<b>\$ 123,125</b>	<b>\$ 399,509</b>