

**PROFESSIONAL SERVICES AGREEMENT
FOR
CONSTRUCTION MANAGEMENT AND INSPECTIONS for the
WATER TREATMENT PLANT EXPANSION TO 30 MGD**

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 Carollo Engineers, 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 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* 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 Million Nine Hundred Forty- Two Thousand One-Hundred and Seventy Three dollars and no cents (\$6,942,173.00) as total compensation, to be paid to Consultant as further detailed in *Exhibit A*.

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: Andrea Brinkley
CIP Director
City Engineer
P.O. Box 589
Pflugerville, Texas 78660

If intended for Consultant, to: Carollo Engineers, Inc.
8911 Capital of Texas Hwy. N.
Building 2, Suite 2200
Austin, Texas 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 "*Water Treatment Plant Expansion to 30 MGD*" 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: JH Engineering, LLC and CM Solutions. 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:

Exhibit 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; (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
Carollo Engineers, Inc.

(Signature)



(Signature)

Printed Name: Sereniah Breland

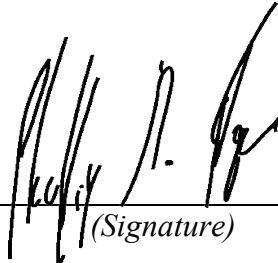
Printed Name: Scott Hoff

Title: City Manager

Title: Senior Vice President

Date: _____

Date: April 14, 2023



(Signature)

Printed Name: P. Greg Pope

Title: Associate Vice President

Date: April 14, 2023

APPROVED AS TO FORM:



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

**CITY OF PFLUGERVILLE
WATER TREATMENT PLANT FACILITY EXPANSION
CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES**

GENERAL OVERVIEW

The City of Pflugerville (City) has selected Carollo Engineers, Inc. (Carollo), herein identified as the “Construction Manager” or “CM”, for the Construction Phase of the Water Treatment Plant (WTP) Facility Expansion from 17 million gallons per day (mgd) to 30 mgd.

Carollo will serve as the Construction Manager and liaison between the Design Engineer (Ardurra), the Construction Contractor (PLW), the City’s Project Manager of the WTP Expansion Project (Project). The Project includes the following major items of work with a substantial completion date of March 17, 2026 (1,161 calendar days) and a final completion date of May 17, 2026 (1,222 calendar days) with a Notice to Proceed date issued to PLW on January 11, 2023:

- Expansion of existing Lake Raw Water Pump Station.
- Pretreatment System (Rapid Mix, Flocculation Basins, Plate Settlers).
- Membrane Filtration Retrofit.
- New Chlorine Contact Basin.
- Expansion of High Service Pump Station.
- Demolition of Existing Chemical System.
- Construction of Chemical Storage and Feed Facility.
- Solids and Residual Liquid Handling System.
- Backwash Waste Clarifier.
- New Recycle Pump Station.
- Miscellaneous Improvements.

The tasks below detail Carollo’s Construction Management and Inspection Services role as the City’s liaison for the WTP Expansion Project, herein identified as the Scope of Work for an estimated duration of 40 months from Notice To Proceed. Carollo shall be entitled to use and reasonably rely upon all such information provided by City or others in performing Carollo’s services under this Scope of Work.

Construction Management and Inspection

Task 1 Pre-Construction Support

1.1 Pre-Construction Meeting:

- i. Schedule, coordinate, and conduct one pre-construction meeting with representatives of the City Project Manager, Design Engineer, Contractor, and startup and commissioning consultant, record and distribute minutes from pre-construction meeting to all attendees within 7 days of the meeting. [Assumed one pre-construction meeting, 3-hour duration.]

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- ii. Utilize Procore, the construction project document management system provided by the Contractor for use on this project, to set communications plan, contract administration procedures, and establish progress meeting schedule for the project. [Assumed that Contractor will provide full access to the Procore project site, with all permissions and protocols necessary for Carollo to act as the liaison between the City, Design Engineer, and Contractor at no additional cost.]
- iii. Provide an agenda for the meeting which includes the following key items for discussion: Key milestone dates, pay application procedures, preliminary and baseline schedules and monthly update protocols, public notification issues and procedures, utility coordination issues, traffic control, permitting requirements, property owner notification and coordination, temporary facilities, communication protocol and procedures, and Contractor's use of Procore, etc.

Task 2 Construction Administration and Management Services:

2.1 Provide a Construction Manager to act as the City's on-site representative administering the contract for construction and providing overall project observation, maintain record log of decisions (field orders, work change directives), proposed changes, approved changes, submittal and RFI (Request for Information) logs, as provided thru the Procore construction project document management system. Carollo shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by construction contractors or the safety precautions and programs incident to the work of construction contractors and will not be responsible for construction contractor's failure to carry out work in accordance with the construction documents. [Assumed Construction Manager duration was determined from review of Contractor's Preliminary Baseline Schedule dated December 19, 2022.]

- i. Construction Manager (CM), approximate average of 50 hours/month, for 40-month duration.

2.2 Monthly Progress Meetings: Schedule and conduct construction progress meetings; record minutes from construction progress meetings and distribute via Procore within 7 days of meeting to the City's Project Manager, Design Engineer, Contractor, and startup and commissioning consultant throughout the 40-month duration of the project.

- i. Schedule progress meetings monthly, at a minimum, to review the following key items: work progress and schedule, outstanding issues, status of submittals and responses to shop drawings, coordination with City Operations Staff, unforeseen issues, and changes to the work. [Assumed a total of 40-monthly progress meetings, 3-hour duration. Additional meetings required for the Project and/or requested by the City shall require an amendment to this Task Order.]
- ii. Coordinate additional meetings on-site as necessary with City Project Manager, Design Engineer, and Contractor to discuss and resolve potential conflicts and provide recommendations in a timely manner.
- iii. Coordinate/monitor the following as required: utility relocation activities for compliance, utility installation verification, reporting, record management and Contractor as-built drawings.
- iv. Attend all utility coordination, construction, and scheduling meetings.
- v. Obtain copy of Building and ROW permits, contract documents and prints from City Project Manager in order to monitor progress of building inspections, specialty

EXHIBIT A

inspections, and any utility services or relocation per permits/plans as required per the contract documents.

2.3 Manage Construction Administration:

- i. All final documentation is required in electronic/digital format, utilizing Procore document management software system as is feasible.
- ii. As field issues arise, notify the Design Engineer and City Project Manager of the issue and discuss actions necessary to resolve via a field order, work change directive or change order.
- iii. Monitor and coordinate the Contractor's recording of as-built changes to the plans and specifications during construction monthly and review for general completeness.
- iv. Review and approve the Contractor's initial baseline construction schedule, review monthly schedule updates, in accordance with the contract documents. Our review, along with CM Solutions (our subconsultant), will focus on key elements such as logic, duration of activities, coordination with Testing, Startup and Commissioning Consultant for duration of startup and testing, and construction sequencing constraints and milestones.
- v. Review potential alternate project sequencing/scheduling activities to keep project on schedule providing the contractor provides the native Primavera P6 XER file monthly, at a minimum, or whenever the contractor updates their schedule.
- vi. Prepare a monthly summary report of construction activities with outstanding issues outlined for review. Monthly progress information associated with the project will be submitted to the City's Project Manager for review and approval.
- vii. Record weather conditions on jobsite daily.
- viii. Document Contractor's coordination with external regulatory agencies and utility companies. Document Contractor's operations with regard to other City contracts and adjacent construction projects as well as with or adjacent occupants and uses, and city functions, property owners for planned service outages, deliveries, parking, street closures, and access control issues to properties including notifications.
- ix. Document construction conformance and compliance with TCEQ SWPPP (Storm Water Pollution Prevention Plan) notifications such as the NOI (Notice of Intent) and NOT (Notice of Termination). Notify Contractor when non-compliance issues have been observed. Copies of all project-related permits, relevant plans, provided by others.
- x. Evaluate construction conformance with all permitted activities identified by the City and Design Engineer, such as: City of Pflugerville permits, U.S. Army Corps of Engineers permits, TxDOT roadway permits, and any Railroad agreements. Copies of all project-related permits and relevant plans provided by others.
- xi. Maintain records of all decisions, actions, and activities with regard to construction operations via Procore construction document management system (i.e., Change Orders, RFIs and responses, Submittals and responses, field orders, Work Change Directives, Request for Proposals, correspondence, SWPPP inspections, defective work, quality of work, corrective actions).
- xii. Development of the Carollo Scope or Work and Fee estimate were based upon the review of Contractor's Preliminary Baseline Schedule dated December 19, 2022. If the assumed duration, hours, visits or quantities listed for each task contained herein are

EXHIBIT A

exceeded due to Contractor's current construction progress or delays, or if requested by the City, additional services to cover the extended contract duration can be requested by the City via an amendment to this Task Order.

2.4 Funding Source Compliance

- i. Conduct monthly review of funding source requirements for the Texas Water Development Board's Drinking Water State Revolving Fund and the United States Environmental Protection Agency's Water Infrastructure Finance and Innovation Act and review equipment and material submittals for source compliance with American Iron and Steel requirements as required. Notify the City Project Manager, Design Engineer, and Contractor promptly if any requirement(s) are not compliant with the funding agency. Funding and source requirement certifications provided by others. [Assumed reviewing and preparing 40 monthly compliance summary reports per funding source requirements, any additional certifications to be provided by others.]

2.5 Certified Payroll Compliance and Interviews

- i. Review monthly certified payrolls from the Contractor for compliance with the Davis-Bacon labor wage requirements. This review will include quarterly wage-rate verification interviews with the hourly employees of the Contractor and subcontractors to determine if reported wages are following labor wage requirements. A quarterly summary report will be provided to document the interviews and monthly reviews of certified payrolls. [Assumed reviewing 40 monthly certified payroll reports submitted by contractor, conduct quarterly wage-rate interviews.]

Task 3 Construction Inspection Services:

- 3.1** Provide the following construction inspection services and durations as follows for the on-site technical observations of Contractor's activities to determine if all work materials, structures, equipment, and workmanship comply with the Contract Documents including Addenda, and Change Orders for the 40-month construction period in accordance with the Carollo Staffing Plan. Document Contractor's construction practices and professional standards prevailing in the local City, County, and State of Texas. Utilize Procore construction document management system for all inspection reports. [Inspector durations were determined from review of Contractor's Preliminary Baseline Schedule dated December 19, 2022.]
 - i. Resident Project Representative (RPR), full-time for 40-month duration.
 - ii. Civil/Structural Inspector, full-time for 21-month duration.
 - iii. Mechanical Inspector, full-time for 20-month duration.
 - iv. Electrical, Instrumentation and Control Inspector, full-time for 13-month duration.
 - v. Civil/Structural and Mechanical Inspector, part-time for 40-month duration, provided by Carollo's subconsultant, JH Engineering, LLC, (JHE).
- 3.2** Notify the City Project Manager if Contractor's work is not in compliance with the Contract Documents or specifications. Notify the City Project Manager and Design Engineer of any failure of the Contractor to take measures to repair and bring work in compliance per the Contract Documents.
 - i. Issue Advisory Notices to Contractor for work that is not in compliance with Contract Documents.

EXHIBIT A

- ii. Issue Non-Compliance Reports to Contractor if non-conforming work is not brought into compliance or if plan of action to bring work into compliance is not conducted in timely manner per the Contract Documents.
- iii. Observe the materials and equipment being incorporated into the work to determine if they are handled, stored, maintained, and installed in accordance with the Contract Documents, specifications and manufacturer's requirements. Report to the City Project Manager and Design Engineer regarding these activities.
- iv. Identify, record, and notify Design Engineer of any problems or failures to meet performance requirements in a timely manner to minimize delay in the progress of the project, make recommendation, if possible, for appropriate solution to the City Project Manager and Design Engineer.
- v. Prepare and maintain daily progress logs or daily construction reports, photographs, records, and track quantities installed that day utilizing the Procore construction document management system. Additionally, a 360-degree photo capture documentation will be collected daily and uploaded via the Procore construction document management system.
- vi. Determine if Contractor has obtained necessary permits and is maintaining any required Traffic Control, public notifications and Storm Water Pollution Prevention Plan, facilities, equipment notifications or arrangements in accordance with Contract Documents. Copies of all project-related permits and relevant plans provided by others.
- vii. Attend and participate in all monthly progress meetings.
- viii. Create and maintain record contacts for: names, addresses, telephone numbers and email of all Contractors, subcontractors, sub consultants and major suppliers of material and equipment; store in the Procore construction document management system.
- ix. Notify the City Project Manager and Design Engineer in the event of an on-site accident. Record and note conditions, activities and witnesses to the event and prepare a summary Safety Incident Report to the City Project Manager.
- x. Maintain Resolution Log and respond to citizen complaints in the Procore construction document management system. Consult with City Project Manager and Design Engineer before scheduled major work operations, tests, inspections or start of important project phases.
- xi. Schedule Pre-Activity meetings, document and determine if plan of action identified is maintained and serves to reduce the impact of construction to City operations and is planned and executed according to the Contract Documents.
- xii. Resident Project Representative (RPR) will be full-time on the site (40 hours per week) and act as the City's on-site representative administering the contract for construction and providing pre-construction support, Construction Administration and Management Services for Construction Inspection Services, Pay Applications, Document Control, Change Order Management, Construction Materials Testing coordination, Project Completion and Close Out, and Warranty Period Review (Tasks 1 thru 9 herein) under Task 3.2.

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Task 4 Pay Application Review

4.1 Monthly Pay Application Review: will be generated using the Procore construction document management system based on quantities approved in the daily reports. Review and evaluate quantities provided by Contractor for all work in compliance with contract documents. [Assumed reviewing 40 monthly pay applications]

- i. Review work conducted daily on daily inspection reports and material installed measurements submitted by Contractor; evaluate work conducted and bid item quantities via the Procore construction document management system; meet monthly to review pay estimate and quantities with Contractor.
- ii. Review progress pay application with Design Engineer for approval or revision prior to submittal to City.
- iii. Finalize monthly pay application with signatures from Contractor, Design Engineer and the Construction Manager certifying quantities and amounts via the City's standard documents and the Procore construction document management system.
- iv. Notify City Project Manager when all electronic signatures are completed in the Procore construction document management system for invoice processing.
- v. Track and record requests for weather or other delays with potential to add to Contract Time in Daily Reports in the Procore construction document management system.

4.2 Final Pay Application Review: Upon Substantial completion of the work, prepare a final progress payment including a balancing change order zeroing out all unused quantities utilizing the Procore construction document management system. Identify and add additional quantities and make any approved changes to the Contract Time. [Assumed reviewing final pay application along with all supporting closeout documentation.]

- i. Review and coordinate with Design Engineer and City's Operations staff to provide Design Engineer's recommendation for Substantial Completion or Final Completion (See Task 8: Project Completion and Closeout).

Task 5 Document Control

5.1 Utilize Procore Construction Document Management System: to receive, route, track and log all Contractor communications, Submittals, Change Orders, RFIs, Pay Applications and Citizen Complaint/Resolution Log; communicate with Contractor the status of submittal reviews; review submittal and RFI logs in the Procore construction document management system to provide for timely responses; notify City Project Manager, Contractor and Design Engineer of time critical issues. [Assumed a part-time Administration and Funding Source Coordinator for 40-month duration will be provided to manage documentation within Procore.]

- i. Respond to RFIs directly when such response does not require the Design Engineer's opinion or expertise or direction from City. Document all responses via Procore.
- ii. Assemble and maintain notes, comments, sketches, and supportive data relative to the Project to facilitate the revision of drawings to conform to the final as-built conditions. Review monthly the Contractor's record keeping of their as-built drawings periodically to determine completeness, timeliness, and progress.

EXHIBIT A

Task 6 Change Orders

6.1 Prepare and Issue Requests for Proposals (RFP): in a timely manner via the Procore construction document management system. Review RFP and Contractor proposal for additional work with City Project Manager and Design Engineer for approval. Log the status of RFP and Responses from Contractor, City and Design Engineer and track in the Procore construction document management system. [Assumed a total of 8 RFPs to the Contractor.]

6.2 Review Contractor generated Request for Change (COR) and track in the Procore construction document management system. Review all CORs for merit and entitlement. If COR is found to have merit, discuss with City and Design Engineer prior to requesting Contractor submit proposal for Potential Change Order (PCO) work. In providing opinions of cost, Carollo has no control over cost or price of labor and material; unknown or latent conditions of existing equipment or structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance of third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, the Consultant makes no warranty that City's actual project costs will not vary from Carollo's opinions, analyses, projections, or estimates. Review Contractor's COR or RFP and provide recommendation to the City for acceptance or rejection. [Assumed a total of 8 Contractor change proposals to review.]

- i. Provide recommendation on technical matters as an advocate for the City. Evaluate Contractor's response/proposal for merit, cost, time, accuracy and price practicality. Negotiate with Contractor on City's behalf if required.

6.3 Prepare Change Order and documentation including signatures of Contractor, Design Engineer, and Construction Manager for transmittal to City for execution. [Assumed a total of 8 change orders to prepare.]

Task 7 Construction Materials Testing Laboratory Results

7.1 Coordinate materials testing laboratory activities with Contractor's activities. Review test reports for compliance with Contract Documents. Log, track and retain test reports in the Procore construction document management system. Review results with Contractor. Monitor any corrective action and re-test for compliance. Maintain compliance with Contract Documents. [Assumed a total of 3 hours per month for 40 months to review results and coordinate invoicing.]

- i. Coordinate testing based on Contractor's readiness request, the Contract Documents and coordination with City's materials testing firm and specialty inspection firm.
- ii. Review lab test reports and log any failures, notify Contractor of the test results.
- iii. Review Invoicing from Laboratory and monitor correct invoicing to the project and reflecting the daily activities of the testing.

Task 8 Review Project Completion and Closeout

8.1 Substantial Completion Determination and Closeout: Provide list of deliverables for substantial completion walk through/inspection. Schedule and conduct project walk upon receipt of Contractor's notification of substantial completion and Contractor's substantial completion punch list. Include City Project Manager, Design Engineer, Operations Group and others as directed. Prepare a list of non-conforming work based on visual inspections via the Procore construction document management system. Record and monitor Contractor's corrective efforts and schedule. Carollo shall not be responsible for acts and decisions of third parties, including governmental agencies, other than Carollo's subconsultants, that impact project completion and/or success. Schedule final completion inspection for any remaining corrections with the City Project Manager, Design Engineer, Contractor, Operations Group, and others as directed.

8.2 Prepare Substantial Completion Certificate: Coordinate and obtain Design Engineer signature and seal on Substantial Completion certificate and Final Completion and Acceptance certificate via the Procore construction document management system. Monitor documents required for the City's acceptance of the project to determine if they are obtained and submitted in a timely fashion for the prompt completion of the project in accordance with the Contract Documents.

8.3 Review Project Closeout The contractor will compile all Operation and Maintenance Manual documents required per the Contract Documents and submit to Design Engineer via the Procore construction document management system as part of project closeout. Review all affidavits of final payment, final pay estimates, as built records, redlines and drawings. Once received, notify the Design Engineer and City Project Manager when completed.

8.4 Conduct Final Project Closeout Meeting with the City Project Manager, Design Engineer, Contractor, and others as directed.

- i. Prepare and recommend final payment application. Prepare job record logs, transmittals, and correspondence reports in an organized file for delivery to City. Request Procore construction document management system archive of all documents for the Project and coordinate submission to the City Project Manager.
- ii. Consult with City and Design Engineer on any potential Warranty items requiring repair or replacement after Substantial Completion has been accepted for inclusion on the warranty punch list.

Task 9 Warranty Period

9.1 One-Year Warranty Review: Schedule, arrange and coordinate a One Year Walk-through of the project to review status of the work 30-days prior to expiration of the One Year Maintenance period. [Assumed a total of two weeks duration.]

- i. Provide staff to conduct and participate in the warranty inspections.
- ii. Prepare list of non-conforming work for presentation to the City Project Manager, Design Engineer, and Contractor via Procore construction document management

EXHIBIT A

system. Carollo shall not be responsible for warranties, guarantees, fitness for a particular purpose, breach of fiduciary duty, loss of anticipated profits or for economic, incidental, or consequential damages to the City or any third party arising out of breach of contract, termination, or for any other reason whatsoever.

- iii. Oversee repairs for non-conforming work with Contractor.
- iv. Submit final report to the City Project Manager, Design Engineer and Contractor on completed warranty repairs via the Procore construction document management system.

Task 10 Testing, Startup and Commissioning Observation

- 10.1 Commissioning Management and Administration:** Provide Startup and Commissioning Observation services to assist Carollo's Startup and Commissioning subconsultant, JH Engineering, LLC, (JHE). Review and provide comments on the consultant's and/or Contractor's Testing and Training Plans. Coordinate with JHE on implementation of the Testing, Startup and Commissioning Plans and all planned training sessions. [Assumed a total of 144 hours for three, 5-day visits to the site.]
- 10.2 Pre-Commissioning Phase:** During project start up and commissioning, provide observation services to assist Carollo's Testing Startup & Commissioning subconsultant, JHE, and scheduled activities with the Design Engineer, Contractor and City Operations Staff. [Assumed a total of 144 hours for three, 5-day visits to the site.]
- 10.3 Commissioning Observation and Coordination:** Site visits, witness various startup and commissioning activities. Review schedule and testing plans and observe if adhered to by Contractor, subcontractors, and vendors. Attend internal weekly commissioning meetings with the Design Engineer and JHE to discuss commissioning activities, schedule, and testing challenges. [Assumed a total of 440 hours for six, 5-day visits to the site.]
- 10.4 Operations Transition and Facility Optimization:** Upon completion of facility performance and acceptance testing, Carollo will provide operations transition assistance including facility optimization, process training and awareness, support development of key performance indicators, provide on call support through transition phase with support from JHE, the Contractor, Design Engineer, and Owner. [Assumed a total of 120 hours for two, 5-day visits to the site.]

Task 11 Commissioning & Startup Support (JH Engineering, LLC.):

Carollo Engineers, Inc. has engaged JH Engineering, LLC, (JHE), our subconsultant, to provide Commissioning & Startup services supporting the City of Pflugerville during the construction phase of the Water Treatment Plant Expansion Project. See attached Level of Effort Proposal from JHE for the following tasks:

- 11.1 Project Management and Administration**
- 11.2 Pre-Commissioning**
- 11.3 Commissioning Oversight and Coordination**

Exhibit B
Level of Effort

CITY OF PFLUGERVILLE
WATER TREATMENT PLANT EXPANSION PROJECT
Carollo Engineers, Inc.
Construction Management and Inspection Services

REV: April 7, 2023

Task No.	TASK DESCRIPTION	Hourly Billing Rate	\$295.00	\$300.00	\$298.00	\$300.00	\$230.00	\$196.00	\$196.00	\$200.00	\$300.00	\$275.00	\$115.00	TOTAL HOURS	LABOR FEE	CMS (Project Controls)	JHE (C&SU, Construction Inspection)	Other Direct Costs (plus markup)	TOTAL PROJECT FEE LUMP SUM
		Principal	Construction Manager: Tech Advisor	Sr. Construction Manager	Safety Director	Resident Project Representative	Civil/Structural Inspector	Mechanical Inspector	E/I&C Inspector	Operations Specialist	Operations Technician	Administrator							
1.0	Task 1 - Pre-Construction Support	5	3	5	0	5	3	0	0	0	0	0	4	25	\$ 6,063	\$ -	\$ -	\$ -	\$ 6,063
1.1	Pre-Construction Meeting	5	3	5		5	3						4	25	\$ 6,063				\$ 6,063
2.0	Task 2 - Construction Administration and Management Services	104	0	1,188	0	0	0	0	0	0	0	0	600	1,892	\$ 453,704	\$ 161,200	\$ -	\$ 153,245	\$ 768,149
2.2	Progress Meetings, monthly	40		320									320	680	\$ 143,960				\$ 143,960
2.3	Manage Construction	64		748									40	852	\$ 246,384	\$ 161,200		\$ 153,245	\$ 560,829
2.4	Funding Source Coordination			80									160	240	\$ 42,240				\$ 42,240
2.5	Certified Payroll Verification			40									80	120	\$ 21,120				\$ 21,120
3.0	Task 3 - Construction Inspection Services	0	48	0	162	6,415	3,405	3,240	2,106	0	0	0	0	15,376	\$ 3,262,070	\$ -	\$ 535,497	\$ 53,550	\$ 3,851,117
3.1	On-Site Resident Project Representative (40 hrs/week)		24		162	6,415								6,601	\$ 1,531,250				\$ 1,531,250
3.1	On-site Technical Observation and Inspection (40 hrs/week)		24				3,405	3,240	2,106					8,775	\$ 1,730,820	\$ 535,497	\$ 53,550		\$ 2,319,867
4.0	Task 4 - Pay Application Review	0	0	64	0	0	0	0	0	0	0	0	88	152	\$ 29,192	\$ -	\$ -	\$ -	\$ 29,192
4.1	Monthly Pay Application Review			40									80	120	\$ 21,120				\$ 21,120
4.2	Final Pay Application Review			24									8	32	\$ 8,072				\$ 8,072
5.0	Task 5 - Document Control	32	0	240	0	0	0	0	0	0	0	0	2,348	2,620	\$ 350,980	\$ -	\$ -	\$ -	\$ 350,980
5.1	Utilize Procore Program for Documents (submittals/RFIs)	32	0	240									2,348	2,620	\$ 350,980				\$ 350,980
6.0	Task 6 - Change Orders	0	64	256	0	0	0	0	0	0	0	0	72	392	\$ 103,768	\$ -	\$ -	\$ -	\$ 103,768
6.1	Prepare and Issue Request for Proposals			96									24	120	\$ 31,368				\$ 31,368
6.2	Review Contractor's Proposals		32	96									24	152	\$ 40,968				\$ 40,968
6.3	Prepare Change Order Documentation		32	64									24	120	\$ 31,432				\$ 31,432
7.0	Task 7 - Construction Materials Testing Laboratory Results	0	0	40	0	0	0	0	0	0	0	0	80	120	\$ 21,120	\$ -	\$ -	\$ -	\$ 21,120
7.1	Coordinate Materials Testing Laboratory			40									80	120	\$ 21,120				\$ 21,120
8.0	Task 8 - Project Completion and Close Out	48	0	128	0	0	0	0	0	0	0	0	64	240	\$ 59,664	\$ -	\$ -	\$ -	\$ 59,664
8.1	Substantial Completion Determination and Close Out	40		80									24	144	\$ 38,400				\$ 38,400
8.2	Prepare Substantial Completion Certificate			16									8	24	\$ 5,688				\$ 5,688
8.3	Review Project Closeout Documents			8									16	24	\$ 4,224				\$ 4,224
8.4	Conduct Project Closeout Meeting	8		16									8	32	\$ 8,048				\$ 8,048
8.5	Prepare and Recommend Final Pay Application			8									8	16	\$ 3,304				\$ 3,304
9.0	Task 9 - Warranty Period	24	0	40	0	80	0	0	0	0	0	0	20	164	\$ 39,700	\$ -	\$ -	\$ -	\$ 39,700
9.1	One-Year Warranty Review	24		40		80							20	164	\$ 39,700				\$ 39,700
10.0	Task 10 - Testing, Startup and Commissioning Observation	0	0	0	0	0	0	0	0	648	200	0	848	\$ 249,400	\$ -	\$ -	\$ 42,000	\$ 291,400	
10.1	Commissioning Management and Administration									144			144	\$ 43,200			\$ 10,500	\$ 53,700	
10.2	Pre-Commissioning Phase									144			144	\$ 43,200			\$ 7,000	\$ 50,200	
10.3	Commissioning Observation and Coordination									240	200		440	\$ 127,000			\$ 17,500	\$ 144,500	
10.4	Operations Transition and Facility Optimization									120			120	\$ 36,000			\$ 7,000	\$ 43,000	
11.0	Task 11- Startup & Commissioning Support	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ 1,291,837	\$ 129,184	\$ 1,421,021	
11.1	JHE Startup & Commissioning Support															\$ 1,291,837	\$ 129,184	\$ 1,421,021	
	TOTAL	213	115	1,961	162	6,500	3,408	3,240	2,106	648	200	3,276	21,829	\$ 4,575,661	\$ 161,200	\$ 1,827,334	\$ 377,978	\$ 6,942,173	

Exhibit C Schedule

ID	Task Mode	Task Name	Start	Finish	2023		2024				2025				2026				2027		
					Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2		
1		Water Treatment Plant Expansion Project	Wed 1/11/23	Sun 5/17/26																	
2		Contractor Notice To Proceed (NTP)	Wed 1/11/23	Wed 1/11/23		◆ 1/11															
3		Substantial Completion (SC)	Wed 1/11/23	Tue 3/17/26																◆ 3/17	
4		Final Completion (FC)	Wed 1/11/23	Sun 5/17/26																◆ 5/17	
5																					
6		Construction Management, Inspections, Commissioning & Startup	Mon 5/1/23	Wed 3/17/27																	
7		Task 1.0 Preconstruction Support	Mon 5/1/23	Mon 5/1/23																	
8		Task 2.0 Construction Administration and Management Services	Mon 5/1/23	Sun 5/17/26																	
9		Task 3.0 Construction Inspection Services	Mon 5/1/23	Sun 5/17/26																	
10		Task 4.0 Pay Application Review	Thu 6/1/23	Wed 6/10/26																	
11		Task 5.0 Document Control	Mon 5/1/23	Wed 6/10/26																	
12		Task 6.0 Change Orders	Fri 9/1/23	Wed 6/10/26																	
13		Task 7.0 Construction Materials Testing Laboratory Results	Mon 5/1/23	Tue 3/17/26																	
14		Task 8.0 Project Completion and Close Out	Tue 2/17/26	Wed 6/17/26																	
15		Task 9.0 Warranty Period	Tue 3/17/26	Wed 3/17/27																	
16		Task 10.0 Testing, Startup and Commissioning Observation	Mon 10/2/23	Tue 3/17/26																	
17		Task 11.0 Startup & Commissioning Support	Mon 10/2/23	Tue 3/17/26																	

CAROLLO ENGINEERS, INC
CITY OF PFLUGERVILLE
WATER TREATMENT PLANT EXPANSION PROJECT

DATE: Fri 4/7/23

Task		Inactive Summary		External Tasks	
Split		Manual Task		External Milestone	◆
Milestone	◆	Duration-only		Deadline	↓
Summary		Manual Summary Rollup		Progress	
Project Summary		Manual Summary		Manual Progress	
Inactive Task		Start-only			
Inactive Milestone	◆	Finish-only			



April 3, 2023

Carollo Engineers, Inc.
8911 North Capital of Texas Hwy
Austin, TX 78759

ATTN: Mr. Rene Aguilar, PE, Construction Manager

RE: **City of Pflugerville, TX**
Water Treatment Plant Expansion Project
Commissioning & Startup and Construction Inspection Services – Construction Phase
Level of Effort Estimate

Mr. Aguilar

We are pleased to provide you with the following cost proposal for providing Commissioning & Startup and Construction Inspection Services for the Construction Phase of the City of Pflugerville's Water Treatment Plant Expansion Project. We have assembled the cost proposal in line with our conversations and the City's vision of JHE's support through the project, which is anticipated to achieve Final Completion 41 months after the issuance of Notice to Proceed. If you have any questions or concerns that arise during your review, please do not hesitate to reach out to me at 702-355-6194. We would be happy to schedule a meeting to discuss the overall scope and answer any questions you may have. We look forward to your approval of the attached scope and fee estimate and supporting Carollo on this project.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Jeff Haasch'. The signature is fluid and cursive, with the first name 'Jeff' being more prominent than the last name 'Haasch'.

Jeff Haasch, PE, PMP
Owner / Principal Engineer
jhaasch@jhenigneeingllc.com



City of Pflugerville Water Treatment Plant Expansion Project Construction Phase Services - Commissioning & Startup and Construction Inspection Scope & Fee Proposal

Introduction

Carollo Engineers, Inc. has engaged JH Engineering, LLC (JHE) to provide Commissioning & Startup and Construction Inspection services, supporting the City of Pflugerville during the construction phase of the Water Treatment Plant Expansion Project. The purpose of this document is to provide a short narrative clarifying the intent of each task to ensure our vision and interpretation of the required level of effort meets the City's expectations. If there are any items in question, please bring them to our attention so we can either provide further explanation or resolve the discrepancy. Please see the following narrations below for each of the tasks listed on the attached Level of Effort cost sheet (Attachment A).

Task 1 – Commissioning and Startup

1.1 Project Management and Administration

- 1.1.1 **Project Kickoff Meeting** – JHE staff will attend the Project Kickoff Meeting with the City, Carollo's CM/RPR, the Design Consultant, and the Contractor. During the Kickoff Meeting, JHE will provide an overview of the Commissioning and Start-Up (C&SU) and process. [Assumption: One four-hour meeting attended in-person, including travel time]
- 1.1.2 **Internal Coordination Meetings** – JHE staff will attend routine Internal Coordination Meetings with Carollo's CM/RPR to receive updates, provide feedback, and discuss progress. [Assumption: One one-hour meeting/month during 41-month construction phase]
- 1.1.3 **Client Progress Meetings** – JHE staff will attend routine Client Progress Meetings with the City, Carollo's CM/RPR, Design Consultant, and Contractor to receive updates, provide feedback, and discuss progress with the project stakeholders. [Assumption: One four-hour meeting/month during 41-month construction phase attended in-person, including travel time]
- 1.1.4 **Monthly Reporting and Project Administration** – JHE will prepare monthly status reports of expenditures to date, cost-to-budget information per task, and submit in conjunction with monthly services invoices. [Assumption: One monthly status report and invoice per month during 41-month construction phase] JHE will also employ an Administrative Assistant to assist with administration needs when performing C&SU planning and implementation tasks.
- 1.1.5 **Partnering Workshop with Construction Manager** – JHE will attend a Partnering Workshop with the Carollo's CM/RPR to ensure a seamless transition between JHE's services and the services Carollo intends to provide. [Assumption: One four-hour meeting attended in-person, including travel time]

1.2 Pre-Commissioning

- 1.2.1 **Develop Commissioning and Start-Up (C&SU) Plan**
 - 1.2.1.1 **Establish Systems & System Boundaries** – JHE will subdivide the project into unit process systems and create system boundaries for establishing manageable Functional and Performance Test Packages.
 - 1.2.1.2 **Develop Equipment Lists for All Systems** – JHE will create equipment lists for each system to ensure all equipment included in each system is captured.



- 1.2.1.3 Detailed Review of Equipment Specifications** – In preparation for and during the development of the Functional and Performance Test Packages, JHE will complete a detailed review of the specifications to capture all the testing requirements.
 - 1.2.1.4 Generate C&SU and Training Schedule** – JHE will work closely with Carollo’s CM/RPR and the Contractor’s Project Team to develop, assemble, and distribute an overall Commissioning Schedule. The Commissioning Schedule will identify commissioning and training activities and be developed in a traditional CPM format. JHE will develop the initial proposed schedule and work to optimize and integrate the C&SU and Training Schedule with the Contractor’s overall project schedule.
 - 1.2.1.5 Generate C&SU Plan** – JHE will develop a detailed Commissioning and Start-Up Plan for the entire project, including Physical Checkout, Field Testing, Instrumentation Field Testing, Flow Rate Control Testing, Functional Testing, and Instrumentation Functional Testing. The Plan will include a detailed overview of all required testing and training, including the commissioning process for each system, as well as Project-wide commissioning requirements, guidelines, and procedures.
 - 1.2.2 Develop Functional and Performance Test Packages using Contract Documents and Equipment Submittals**
 - 1.2.2.1** JHE will develop detailed Functional and Performance Test Packages for each system identified during the Establishment of Systems and System Boundaries. Each Functional and Performance Test Package will include the approach and objectives of testing, start-up sequencing, detailed step-by-step procedures and forms, prerequisite testing requirements, and any other information necessary to complete Physical Checkout, Field Testing, Instrumentation Field Testing, Functional Testing, and Instrumentation Functional Testing and prepare for Start-Up and Acceptance Testing for each system using the Contract Documents, equipment submittals, and manufacturers’ Operations & Maintenance (O&M) manuals. [Assumption: JHE will develop 40 individual Functional and Performance Test Packages.]
 - 1.2.3 Develop Acceptance Testing Plan**
 - 1.2.3.1 Generate Preliminary Acceptance Testing Plan** – JHE will develop the Preliminary Acceptance Testing Plan, including the approach and objectives of the Start-Up Transition Period and Acceptance Test, detailed step-by-step procedures and forms, prerequisite testing requirements, and any other information necessary to complete the Start-Up Transition Period and Acceptance Test.
 - 1.2.3.2 Generate Final Acceptance Testing Plan** – JHE will update the Acceptance Testing Plan as the Project approaches construction completion to incorporate any modifications to the project scope and/or schedule.
-
- 1.3 Commissioning Oversight and Coordination**
 - 1.3.1 Commissioning Oversight** – JHE will mobilize to the Project site to oversee the Contractor’s implementation of the Functional and Performance Test Packages.
 - 1.3.2 Extended Duration Testing Support**
 - 1.3.2.1** JHE will mobilize to the PCSS’s facility to support the Witnessed Factory Test, which will be completed by the Contractor. [Assumption: Five 10-hour days]
 - 1.3.2.2** JHE will mobilize to the Project site to support Flow Rate Control Testing, which will be completed by the Contractor. [Assumption: One 8-hour day]



- 1.3.2.3 JHE will mobilize to the Project site to support Functional Demonstration Testing, which will be completed by the Contractor and the City. [Assumption: Five 10-hour days]
- 1.3.2.4 JHE will mobilize to the Project site to support the Start-Up Transition Period, which will be completed by the Contractor and the City. [Assumption: Five 10-hour days]
- 1.3.2.5 JHE will mobilize to the Project site to oversee the Acceptance Test, which will be completed by the Contractor and Owner. [Assumption: Six 7-day Acceptance Test sessions and five 10-hour days/week to support each session]

1.3.3 Commissioning Coordination

- 1.3.3.1 **Commissioning Coordination Meetings** – JHE will attend the Contractor’s Commissioning Coordination Meetings to receive updates, provide feedback, and discuss progress to date as it pertains to commissioning, start-up, training, and turnover. [Assumption: 59 total meetings. JHE’s Commissioning Manager will attend all meetings in person (3-hour duration including travel time for 9 meetings and 1-hour duration for 50 meetings assuming already on site or attended virtually), and JHE’s Deputy Project Manager will attend all meetings virtually.]
- 1.3.3.2 **Training Coordination** – JHE will review the Contractor’s training plan submittals to ensure they meet the specification requirements and assist in scheduling training sessions in accordance with the City’s preferences and contractual requirements. JHE will upload review comments to the Project Management and Information System per instructions provided by Carollo.
- 1.3.3.3 **Turnover Coordination** – JHE will assist Carollo’s CM/RPR with providing coordination and oversight of the turnover process, including ensuring asset management information, warranty information, spare parts, final O&M manuals, and all required training sessions have been provided to the City and all required testing has been completed prior to the City’s acceptance of any portion of the Project. JHE will upload comments generated during the turnover review process to the Project Management and Information System per instructions provided by Carollo.

Task 2 – Construction Inspection Services

2.1 Construction Inspection and Oversight – Coordinate with Carollo’s CM/RPR and provide half-time on-site technical observation of Contractor’s activities to verify all work materials, structures, equipment and workmanship comply with the Contract Documents including Addenda, and Change Orders. Verify Contractor maintains good construction practices and professional standards prevailing in the local City, County, and State of Texas. Utilize City’s Project Management program for all inspection reports. This task will include the following sub-tasks:

2.1.1 Observation

- 2.1.1.1 Notify Carollo’s CM/RPR if Contractor’s work is not in compliance with the Contract Documents or specifications. Notify Carollo’s CM/RPR of any failure of the Contractor to take measures to repair and bring work in compliance.
- 2.1.1.2 Make recommendations to Carollo’s CM/RPR when Issue Advisory Notices should be sent to Contractor for work that is not in compliance with approved construction documents.
- 2.1.1.3 Make recommendations to Carollo’s CM/RPR when Non-Compliance Reports should be sent to Contractor if non-conforming work is not brought into compliance or if plan of action to bring work into compliance is not conducted in timely manner.



- 2.1.1.4** Inspect and observe the materials and equipment being incorporated into the work to assure that they are handled, stored and installed in accordance with the Contract Documents and specifications. Report to the Carollo's CM/RPR regarding findings of these activities.
- 2.1.1.5** Provide inspections that meet the required Building Inspections noted as Special Inspections, as required by the City's Building Official and adopted Building Code to ensure the project requirements for construction are satisfied and the project can receive Certificate of Occupancy.
- 2.1.2** Identify, record and notify Carollo's CM/RPR of any problems or failures to meet performance requirements in a timely manner to minimize delay in the progress of the project, make recommendation(s) for appropriate solution to Carollo's CM/RPR.
- 2.1.3** Prepare and maintain daily progress log or daily construction reports, photographs, records and track quantities installed that day. JHE will upload daily reports to the Project Management and Information System per instructions provided by Carollo.
- 2.1.4** Verify Contractor has obtained necessary permits and is maintaining any Traffic Control, public notification and Storm Water Pollution Prevention Plans, facilities, equipment or arrangements in accordance with contract Documents.
- 2.1.5** Attend and participate in monthly progress meetings and internal coordination meetings, or as requested by Carollo's CM/RPR.
- 2.1.6** Immediately notify Carollo's CM/RPR as the primary point of contact in the event of an on-site accident. Record and note conditions, activities and witnesses to the event. If we can't make contact with Carollo, JHE will make contact with the City's Project Manager, and/or Design Engineer/Architect,
- 2.1.7** Review monthly payment applications received by the Contractor, as requested by Carollo's CM/RPR to ensure they accurately represent the work completed for the respective pay period and to ensure they include the appropriate administration updates, including schedule updates.



General Assumptions:

- 1) Prime Consultant, Owner, or Contractor will provide a conditioned office for JHE to work from while on site. JHE will provide computer peripherals. Contractor to provide internet, power, printing supplies, potable water and wastewater facilities, and all other normal day to day business needs.
- 2) Minimum of 2 weeks' notice required for scheduling of onsite support services as described herein.
- 3) Manufacturer's Certification of Proper Installation to be provided by Manufacturer for use during testing
- 4) Construction Contract Duration is 1,161 days from Notice to Proceed to Substantial Completion and 1,222 days from Notice to Proceed to Final Completion. JHE's NTP is assumed to be April 1, 2023 and overall duration of services is anticipated to be 41 months.
- 5) Standard workday is 10 hours/day for Inspection personnel and 8 hours/day for all other personnel, unless noted otherwise.
- 6) All documents produced by JHE, including but not limited to, all deliverables, submittals, plans, schedules, review comments, reports, logs, etc., shall be submitted to Carollo's CM/RPR for transmittal to the Contractor.

Exclusions:

- 1) Support/witnessing of factory testing, except for the Section 13300 Witnessed Factory Test as described above.
- 2) Atypical Software licenses needed to conduct review of project documents and deliverables, examples being Primavera P6, AutoCAD, BIM360, Revit, etc.
- 3) JHE anticipates all documentation generated or requested to be reviewed will be in digital format. Costs for printing, binding, collating, and publishing and reprographic services of any kind are excluded.
- 4) Level of Effort required to complete any services not specifically identified above, including:
 - a) Assembly of Submittals, Operation & Maintenance Manuals, and Shop/Factory Test Plans.
 - b) Assembly of Testing, Adjusting, and Balancing (TAB) procedures/reports required to be completed by independent air balance and testing agency for HVAC systems.
 - c) Assembly of testing procedures to be used by independent third-party testing company for electrical testing.
 - d) Assembly of testing procedures to be used by independent authorized vibration analysis expert.
 - e) Assembly of testing procedures to be used by Process Control System Supplier (PCSS) for instrumentation and controls testing.
 - f) Assembly of testing procedures to be used by Application Engineering System Supplier (AESS) for instrumentation and controls testing.
 - g) Assembly of procedures for disinfection.
 - h) Additional manpower, LOE, and site visits due to downtime or delays for any reason other than those borne by JHE.
- 5) Support of the Warranty Phase of the project
- 6) Plant operations
- 7) Professional videography or editing services for recording training sessions
- 8) All construction, installation, or field repair services
- 9) All power, water, fuels, oil, grease, chemicals, and auxiliaries
- 10) Factory startup services and manufacturer's field services
- 11) Supply, installation, operation, and/or commissioning of temporary systems and piping



ATTACHMENT A
City of Pflugerville
Water Treatment Plant Expansion Project
Construction Phase Services - Commissioning & Startup and Construction Inspection
Level of Effort Estimate - Labor Cost

		Project Manager/ Project Principal	Deputy Project Manager	C&SU Manager	Engineering & Construction Inspection Coordinator	Admin Assistant	Total Labor Hours	Subtotal / Task
		Jeff Haasch, PE, PMP	Olivia Beck, PE	Matt Hladik	Kirkland Fordham	Mackenzie Phillips		
		\$ 247.50	\$ 201.92	\$ 191.28	\$ 154.50	\$ 103.00		
TASK I: COMMISSIONING AND START-UP								
1.1	Project Management and Administration							\$ 361,775.14
1.1.1	Project Kickoff Meeting	4	4	4	4	-	16	\$ 3,180.80
1.1.2	Internal Coordination Meetings	41	41	41	-	-	123	\$ 26,268.70
1.1.3	Client Progress Meetings	164	164	82	-	-	410	\$ 89,389.84
1.1.4	Monthly Reporting and Project Administration	384	-	-	-	1,405	1789	\$ 239,755.00
1.1.5	Partnering Workshop with Construction Manager	4	4	4	4	-	16	\$ 3,180.80
1.2	Pre-Commissioning							\$ 381,805.19
1.2.1	Develop Commissioning and Start-Up (C&SU) Plan	52	150	360	-	-	562	\$ 112,018.80
1.2.2	Develop Functional and Performance Test Packages using Contract Documents and Equipment Submittals	152	291	764	-	-	1,207	\$ 242,516.64
1.2.3	Develop Acceptance Testing Plan	13	25	100	-	-	138	\$ 27,269.75
1.3	Commissioning Oversight and Coordination							\$ 515,927.52
1.3.1	Commissioning Oversight	172	344	720	-	-	1,236	\$ 249,752.08
1.3.2	Extended Duration Testing Support	184	272	458	-	-	914	\$ 188,068.48
1.3.3	Commissioning Coordination	24	95	277	-	-	396	\$ 78,106.96
Task I Subtotal		1,194	1,390	2,810	8	1,405	6,807	\$ 1,259,507.85



ATTACHMENT A
City of Pflugerville
Water Treatment Plant Expansion Project
Construction Phase Services - Commissioning & Startup and Construction Inspection
Level of Effort Estimate - Labor Cost

	Project Manager/ Project Principal	Deputy Project Manager	C&SU Manager	Engineering & Construction Inspection Coordinator	Admin Assistant	Total Labor Hours	Subtotal / Task
	Jeff Haasch, PE, PMP	Olivia Beck, PE	Matt Hladik	Kirkland Fordham	Mackenzie Phillips		
	\$ 247.50	\$ 201.92	\$ 191.28	\$ 154.50	\$ 103.00		
TASK II: CONSTRUCTION INSPECTION SERVICES							
2.1 Construction Inspection and Oversight	-	-	-	3,466	-	3,466	\$ 535,497.00
Task II Subtotal	-	-	-	3,466	-	3,466	\$ 535,497.00
Labor Cost Subtotal							
Total Hours / Labor Cost Subtotal	1,194	1,390	2,810	3,474	1,405	10,273	\$ 1,795,004.85

Billable Labor Cost	\$ 1,795,004.85
Reimbursable Expenses	\$ 32,328.80
	\$ 1,827,333.65

ATTACHMENT A
City of Pflugerville
Water Treatment Plant Expansion Project
Construction Phase Services - Commissioning & Startup and Construction Inspection
Level of Effort Estimate - Other Direct Costs

Travel Expenses and Other Direct Costs (ODCs) Assumptions:								
Mileage Reimbursement Rate (assumes 2023 rate)	\$ 0.655	per mile						
Out of Town Trip Duration	5.00	Days						
Employee	Round Trip Mileage	Airfare	Rental Car	ME&I / Day	Rental Car Fuel / Trip	Lodging / Day	Parking / Day	Cost / Trip
Jeff Haasch, PE, PMP	90	\$ 750	\$ 500	\$ 69	\$ 80	\$ 154	\$ 13	\$ 58.95
Olivia Beck, PE	90							\$ 58.95
Matt Hladik	25	\$ 750	\$ 500	\$ 69	\$ 80	\$ 154	\$ 13	\$ 16.38
Kirkland Fordham	30							\$ 19.65
Admin Assistant (assume 25 mile radius)	50							\$ 32.75

Task	Item	Number of Trips By Position					ODC Subtotal by Task
		Jeff Haasch, PE, PMP	Olivia Beck, PE	Matt Hladik	Kirkland Fordham	Admin Assistant	
		# Trips	# Trips	# Trips	# Trips	# Trips	
I	Commissioning and Start-Up	89	130	223	-	176	\$ 23,095.30
I	Support Witnessed Factory Testing per 13300-3.6	-	-	1	-	-	\$ 2,414.95
II	Construction Inspection Services	-	-	-	347	-	\$ 6,818.55
Total ODCs						\$	32,328.80

4/7/2023

Carollo Engineers
707 Wilshire Blvd, Suite 3920
Los Angeles, CA 90017
(213) 279-3307
VIA EMAIL

ATTN: Jaime Burrola
SUBJECT: City of Pflugerville, TX - Water Treatment Plant project
RE: Proposal for Schedule Consulting Services

Thank you for allowing CMS to propose on providing consulting services to assist with your project scheduling requirements.

CMS brings the project experience needed to develop logical project schedule and cost solutions, we understand the work, schedule requirements and how to resonate with your team. Over the years, we have developed proven methods for the baseline schedule review process, monthly update reviews, and the consistent management of daily schedule issues. You will find that our knowledge and our skills as master schedulers and construction delay mitigation experts, you'll have greater control over the project.

Baseline Schedule Reviews

CMS will work closely with your project team to review the project specifications, plans, and submitted project Baseline Schedule packages. Baseline Schedule reviews include scope analysis to review all work is included and technical analysis for proper logic construction, WBS structure, and fundamental scheduling techniques are in place. Our analysis is an iterative process involving all project team members and provides a clear view into the project schedule. All reviews include a summary narrative, detailed schedule metrics analysis, longest (and secondary) critical paths, milestone reviews, and various detailed schedule PDFs to ensure the team has a full picture of the project execution plans.

The suggested budget for the Baseline Schedule reviews (initial to final) is estimated to require 80 hours of effort from our Project Controls Specialist - Senior. This includes meeting with your project team, generating the required reports and narrative for your internal use and all necessary review discussions with the project team. The total cost for baseline schedule review are estimated to be \$12400.

Suggested Baseline Schedule Review Budget: \$ 12400

Monthly Construction progress and Schedule Update Reviews

CMS will review the submitted monthly schedule update packages, participate in weekly construction review meetings, and provide as-needed scheduling services. Schedule Update reviews include progress analysis to review all work is included and properly progressed,

schedule modifications are clearly identified, and the update schedule is consistent with the project scheduling specifications.

Schedule update reviews (similar to baseline schedule reviews) include a summary narrative, detailed schedule metrics analysis, longest (and secondary) critical paths, milestone reviews, and various detailed schedule PDFs. Also, ongoing delays will be investigated and profiled in the schedule analysis; a detail often missed in schedule update reviews.

We strongly suggest that the CMS scheduler meets with your management team virtually and on site on a regular basis. This is the best way to ensure consistent scheduling practices, maintain knowledge of the worksite conditions and keep an accurate schedule.

The suggested budget for monthly scheduling coordination, construction progress review and schedule issues management. This includes meeting with your project team, documenting project progress, generating the required reports and narrative for your internal use and all necessary review discussions with the project team. The total costs are estimated to be \$3720 per month (24 hours of Project Controls Specialist - Senior effort).

Suggested Schedule Update Budget: \$3720 / month

Project Control Consulting Services	
Description	Hourly Rate
Dispute Specialist - Principal	\$195
Dispute Specialist - Senior	\$175
Project Control Specialist - Principal	\$170
Project Control Specialist - Senior	\$155
Project Control Specialist	\$140

Estimate Total

Item	Quantity	Estimated Cost
Baseline	1	\$12,400
Schedule Updates	40	\$148,800
TOTAL		\$161,200

Terms and Conditions

This is not a firm quotation. CMS will track the hours spent on these tasks and bill accordingly to the rates listed above. Given the nature of CPM scheduling and the uncertainty of scope changes to the prime contract, CMS works only on an hourly basis.

- The minimum billing time for meeting attendance or site visits by CMS is 1.5 hours.
- Data will be transmitted between CMS and the project stakeholders via email.
- Any agreement for scheduling services by CMS shall provide that timely payment for scheduling services is of the essence of the agreement. CMS shall invoice the CONTRACTOR on a monthly basis for Schedule Services. The CONTRACTOR shall deliver the invoiced amount to CMS by the 25th of the month following the month being invoiced for.
- CMS will not accept a delay in payment due to late payment by the general contractor or any “pay when paid” terms.
- Overtime rates: any time over 10 hours per day, work on union holidays, and all Sundays are at 1.5 times the CMS standard rates.
- Costs associated with claims, of any sort, are not included in this proposal. Should claims analysis (change orders, time extension requests, delay analysis or impact analysis) be requested the rate of \$175 per hour will apply.
- Mileage expenses at current Government rates shall apply.

Please call me if you have any questions. I can be reached at (951) 543-2042

Sincerely,

Michael Webb

Michael Webb
VP – Construction Services
CM Solutions
MikeWebb@theCMSolution.com