

**PROFESSIONAL SERVICES AGREEMENT
FOR
WILBARGER CREEK REGIONAL WASTEWATER TREATMENT PLANT -
OWNER’S REPRESENTATIVE**

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 CP&Y, 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 Unless sooner terminated in accordance with the provisions of this Agreement, the term of this Agreement shall commence on January 29, 2020 and terminate on September 30, 2020.

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

III. SCOPE OF SERVICES

Consultant agrees to provide the services described in this Article III entitled Scope of Services in exchange for the compensation described in Article IV. Compensation. Scope of Services are detailed in *Attachment 1* which are incorporated by reference as if written and copied herein.

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

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

IV. COMPENSATION TO CONSULTANT

4.1 In consideration of Consultant's performance in a satisfactory and efficient manner, as determined solely by City Manager, of all services and activities set forth in this Agreement, City agrees to pay Consultant an amount not to exceed Four Hundred Seventy Nine Thousand Nine Hundred Forty Four Dollars (\$479,944.00) as total compensation, to be paid to Consultant as further detailed in Attachment 1.

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

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

V. OWNERSHIP OF DOCUMENTS

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

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

VI. RECORDS RETENTION

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

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

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

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

VII. TERMINATION

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

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

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

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

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

7.4.1 Bankruptcy or selling substantially all of company's assets

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

7.4.3 Performing unsatisfactorily

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

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

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

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

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

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

VIII. NOTICE

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

If intended for City, to: City of Pflugerville
Attn: Patricia Davis, P.E.
City Engineer
P.O. Box 589
Pflugerville, Texas 78691

If intended for Consultant, to: CP&Y, Inc.
Attn: Gopal Guthikonda, P.E., B.C.E.E.
13809 Research Blvd., Ste. 300
Austin, TX 78750

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 "*Wilbarger Creek Regional Wastewater Treatment Plant – Owner's Representative*" in the Description of Operations block of the Certificate. The original Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept Memorandum of Insurance or Binders as proof of insurance. The original certificate(s) or form must have the agent's original signature, including the signer's company affiliation, title and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the City. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the City. No officer or employee, other than the City Attorney, shall have authority to waive this requirement.

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

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

City of Pflugerville

Insurance Requirements

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

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

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

Type of Insurance	Amount of Insurance	Provisions
Commercial (Public) Liability to include coverage for: General Premises/Operations	1,000,000 per occurrence, 2,000,000 general aggregate Or	City to be listed as additional insured and provide 30 days' notice of cancellation or material change in coverage
Products/ Completed Operations	2,000,000 combined single coverage limit	City to be provided a waiver of subrogation
Independent Contractors		City prefers that insurer be rated B+V1 or higher by A.M. Best or A or higher by Standard & Poors
Personal Injury		
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: None anticipated for this Phase. Any deviation from this subcontractor list, whether in the form of deletions, additions or substitutions shall be approved by City prior to the provision of any services by said subcontractor.

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

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

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

XII. INDEPENDENT CONTRACTOR

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

XIII. CONFLICT OF INTEREST

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

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

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

XIV. AMENDMENTS

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

XV. SEVERABILITY

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

XVI. LICENSES/CERTIFICATIONS

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

XVII. COMPLIANCE

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

XVIII. NONWAIVER OF PERFORMANCE

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

XIX. LAW APPLICABLE

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

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

XX. LEGAL AUTHORITY

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

XXI. PARTIES BOUND

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

XXII. CAPTIONS

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

XXIII. INCORPORATION OF EXHIBITS

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

Attachment "A" - Scope of Services, including Project Description/Scope of Services; Fee Summary for Professional Services and Proposed Project Schedule

XXIV. ENTIRE AGREEMENT

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

XXV. MISCELLANEOUS CITY CODE PROVISIONS

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

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

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

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

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

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

25.6 Texas Government Code Mandatory Provision. The City of Pflugerville may not enter into a contract with a company for goods and services unless the contract contains a written verification from the company that it; (i) does not boycott Israel; and (ii) will not boycott Israel during the term of the contract. (Texas Government Code, Chapter 2270.002) by accepting this rider, the Consultant hereby verifies that it does not boycott Israel, and agrees that, during the term of this agreement, will not boycott Israel as that term is defined in the Texas Government Code, Section 808.001, as amended. Further, the Consultant hereby certifies that it is not a company identified under Texas Government Code, Section 2252.152 as a company engaged in business with Iran, Sudan, or Foreign Terrorist Organization.

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

**CITY OF
PFLUGERVILLE**

CP&Y, INC.

(Signature)



(Signature)

Printed Name: Sereniah Breland

Printed Name: Andrew A. Atlas

Title: City Manager

Title: Senior Vice President

Date: _____

Date: 01/16/2020

APPROVED AS TO FORM:

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

**SCOPE OF SERVICES
FOR
WILBARGER CREEK REGIONAL WASTEWATER TREATMENT PLANT –
OWNER’S REPRESENTATIVE
PFLUGERVILLE, TEXAS**

BACKGROUND

The City of Pflugerville’s (Owner) Capital Improvement Plan (CIP) identified the need for the Wilbarger Creek Regional Wastewater Treatment Plant in the Wilbarger Creek Watershed to serve development in the Owner’s service area east of SH130. The Wastewater Treatment Plant (WWTP) will be located on a 159-acre tract of land owned by the City of Pflugerville on Gregg Lane between FM973 and Fuchs Grove Road. The Owner has a Texas Pollution Discharge Elimination System (TPDES) discharge permit for the WWTP based on an Interim Phase I average daily flow (ADF) of 2.0 million gallons per day (MGD), and Interim Phase II ADF of 4.0 MGD, and a Final Permit Phase ADF of 15.75 MGD. The most current wastewater master plan states that the WWTP will be designed and constructed in phases as follows: Phase I: 8.0 MGD ADF, Phase II: 16 MGD ADF, and Final Phase: 24 MGD ADF.

The Owner has retained CP&Y, Inc. (Consultant) to provide Owner’s Representative Services to serve as the Owner’s liaison between the Design Consultants, Construction Contractor, regulatory agencies, Texas Water Development Board (TWDB), and other stakeholders for the project. The tasks defined in the Scope of Services is intended to provide a reasonable level of detail for the tasks that are known at this early stage, and provide some level of flexibility for the Consultant to perform tasks at the direction of the Owner without the schedule impacts of additional contract amendments resulting from minor changes to the scope.

This initial scope of services is intended to include tasks leading up to the Owner’s selection of a design consultant, at which time a contract amendment is anticipated for design, bidding, construction phase and start-up services.

I. BASIC SERVICES

A. Project Management

This task consists of project kickoff and ongoing project management tasks for the duration of the contract.

1. Review Existing Data – Consultant will review available information provided by the Owner, including the current Wastewater Master Plan, population projections, flow projections, 2010 Wilbarger Regional Wastewater Treatment Plant Preliminary Engineering Report, and existing planning documents related to the Wilbarger WWTP.

2. Scheduling
 - a. Develop the initial project schedule based on review of the Wastewater Master Plan.
 - b. Update project schedule following development of the Site Master Plan Update, including highlighting critical tasks and schedule float. Project schedule updates will also include updates based on project delivery method and funding alternative selected.
3. Budgeting
 - a. Develop initial project budget based on review of Opinion of Probable Construction Cost (OPCC) and Consulting Services developed for the Wastewater Master Plan. OPCC will be Class 4 as applied in Engineering, Procurement and Construction for the Process Industries per AACE International Recommended Practice No. 18R-97.
 - b. Update project budget following development of the Site Master Plan Update.
4. Meetings/Workshops – Consultant will prepare documentation, conduct, and provide meeting minutes for the following meetings and workshops:
 - a. Project Kickoff Meeting (1)
 - b. Project Progress Meetings (7)
 - c. Workshop – Site Master Plan Update/Phasing Review (1)
 - d. City Council, Committee, and/or Board Meetings, as requested (2)

Task A. Deliverables:

- Project Schedule
- Overall Project Budget Spreadsheet
- Meeting Minutes

B. Develop Project Management Plan

This task consists of the development, implementation and maintenance of the Project Management Plan (PMP), which defines the procedures to be implemented and followed by the project team.

1. Quality Assurance Plan – Establish minimum required practices to be employed by the Design Consultant in the performance of their work. Quality Assurance (QA) plan will include communication protocol, documentation protocol, QA standards, and milestone review protocol.
2. Risk Management Plan – Define the means and methods for identifying, assigning, tracking and managing risks, along with establishing the likelihood, potential impact, and maintain status of each risk.
3. Land Acquisition Protocol – Develop parameters of scope of property acquisition services for land acquisition required for the required infrastructure and develop protocol for the land acquisition team to follow.
4. Environmental Management Protocol – Develop parameters of scope of Environmental Services, and protocol for environmental consultant to follow including coordination with environmental agencies.
5. Texas Water Development Board (TWDB) Protocol – Develop protocol associated with continuous interaction with the TWDB.

6. Design Management Protocol – Develop standards for Design Consultant to follow, including phasing, procedures for managing the design efforts, provide protocol associated with the review and approval of design standards by the consultant.
7. Budget and Funding Protocol – Establish procedures to define development and maintenance of budget, tracking program costs, identification of budget deviations, implementation of corrective measures, and level of detail preferences for budget distribution.
8. Schedule Protocol – Establish procedures to define development and maintenance of project schedule, identification of deviations and potential corrective measures, and level of detail preferences for schedule distribution.
9. Reporting Protocol – Establish procedures to define development and execution of progress reports and level of detail for report distribution.
10. Permit and Agency Coordination Protocol – Establish procedures to define permit identification and planning, permit application submittals, and permit tracking and agency coordination.
11. PMP Protocol Checklists - Prepare checklist documents referencing the above protocols to streamline PMP requirements and data management.

Task B. Deliverables:

- Project Management Plan (PMP) document
- PMP Protocol Checklists

C. Data Management

This task consists of establishing a project data management platform for use by the Owner, Consultant, Design Consultants, Contractors, and other members of the project team as needed, and ongoing maintenance and management of project data and files.

1. Establish SharePoint Online program to be hosted from the Owner's Representative's server, and perform ongoing data management of documents within SharePoint
2. Overall Data Management
 - a. Perform administrative support functions for overall project record keeping and implementing the data management system
 - b. Maintain project records
 - c. Confirm documentation conforms with PMP guidelines

Task C. Deliverables:

- Project Specific Data Management Platform

D. Site Master Plan Update

This task consists of updating the 2010 Wilbarger Regional Wastewater Treatment Plant Preliminary Engineering Report (2010 PER) based on the Owner's current wastewater master plan and phasing plan, as well as updates to site conditions and establishing a basis of design.

1. Process Evaluation – Review process evaluation and recommendation from 2010 PER, and update based on current permit and identified constraints.

2. Update Site Layout – Review site plan on the subject property based on process evaluation and the following elements:
 - a. Facility Layout – Review layout of WWTP facilities based on process evaluation for ultimate 24 MGD ADF footprint. Layout will be provided using existing GIS files provided from the Owner, including topographic information, roadway, buildings,
 - b. Buffer Zone – Review Texas Commission on Environmental Quality (TCEQ) required buffer zone
 - c. Flood Plain Evaluation – Review updated flood plain based on updated floodplain studies that are in progress by the Owner. If study results are not available at the time of the evaluation, the 500-year flood plain will be used to represent updated flood plain.
 - d. Site Accessibility Evaluation – Review access to WWTP site along Gregg Lane, and determine whether any roadway improvements are required based on risk of flooding.
3. Overall Infrastructure Phasing Plan
 - a. Review wastewater master plan and existing report by the Owner to validate timeline of Wilbarger Regional Wastewater Treatment Plant, considering expansions scheduled for Central Wastewater Treatment Plant.
 - b. Develop overall infrastructure phasing plan for meeting required schedule to bring Wilbarger Regional Wastewater Treatment Plan online, including gravity interceptor design and construction, and lift station decommissioning.
4. Permit Requirements – Develop list of permits required for the Project, including federal, state, county and local permit requirements.
5. Design Requirements – Develop general requirements for use as a basis of design for the selected Design Consultants.
6. Environmental Evaluation – Review Environmental Evaluation and Phase I Environmental Site Assessment (ESA) developed in the 2010 PER. Consultant will review the documents, perform a desktop review of environmental constraints which may impact the Site Master Plan Update, and perform a site visit to supplement updated information obtained through desktop resources. Consultant will note any changes from the 2010 PER findings.
7. Electrical Power Planning and Utility Evaluation
 - a. Electric Service
 - i. Develop estimate of electric loading to determine power requirements for proposed project.
 - ii. Coordinate with Oncor/Bluebonnet Electric Cooperative to determine electric service delivery alternatives and locations of nearest substations.
 - iii. Develop alternatives, including routing, for primary and secondary electric feeds to proposed site to meet estimated power requirements for proposed project.
 - b. Communication Service
 - i. Coordinate with telecommunication providers to determine what, if any, improvements are needed to establish service at the site.

- c. Water Service
 - i. Determine requirements for conveying potable water to the site.
 - ii. Coordination with Manville Water Supply Corporation to determine location of existing water infrastructure and availability of water relative to the project site.
- 8. Develop 2010 PER Update Document - Summarize the evaluation and recommendations of the Site Master Plan Update tasks in the form of an addendum to the 2010 PER.
 - a. Develop Draft 2010 PER Update Document
 - b. Develop Final 2010 PER Update Document following Site Master Plan Update/Phasing Workshop
 - c. Develop GIS Exhibits and Layouts for PER evaluation and recommended alternatives

Task D. Deliverables:

- Draft and Final 2010 PER Update Document

E. Regulatory/Agency Coordination

This task includes management and coordination with TCEQ and TWDB for the project.

1. Texas Commission on Environmental Quality (TCEQ)
 - a. Meet with TCEQ to discuss updated plan for Wastewater Treatment Plant phasing.
 - b. Discuss and provide input on potential for upcoming regulatory changes based on existing permit and ongoing coordination with TCEQ.
2. Texas Water Development Board (TWDB)
 - a. Review project data and current TWDB loan programs to determine if TWDB funding is a viable funding mechanism.
 - b. Provide project comparison for recommended TWDB loan program or conventional new bond funding.
 - c. Provide requirements of TWDB loan and grant programs, and potential impact to project cost, design, and schedule.
 - d. Provide ongoing coordination with TWDB, including up to four (4) meetings to discuss the project and funding alternatives.
 - e. Develop TWDB Project Information Form (PIF) and Application for CWSRF funding.

Note: Any additional TCEQ or TWDB documentation or report development needed not noted above will be performed under Task H.

Task E. Deliverables:

- Meeting Minutes
- Funding Evaluation Technical Memorandum
- Project Information Form (PIF) and CWSRF Application

F. RFQ Development for Design Consultant Selection

This task includes review of project delivery methods and development of a Request for Qualifications document.

1. Prepare and Review Project Delivery Alternatives – Consultant will prepare a list and review project delivery methods, including Design-Bid-Build, Design-Build, and Construction Manager at Risk (CMAR), based on schedule, budget and overall efficiency. Consultant will review alternatives and recommend a project delivery method.
2. Request for Qualifications (RFQ) development – Based on the selected project delivery alternative, Consultant will develop a Request for Qualifications (RFQ) document for the purpose of providing to the Owner with a basis of evaluation for the most qualified firm or team to perform the desired services. The RFQ will be based on the project defined as the first phase in the Site Master Plan document.

Task F. Deliverables:

- Project Delivery Alternatives Technical Memorandum
- RFQ Document

G. Project Administration

This task includes ongoing general project administration for the Owner's Representative services for work directly with the Owner.

1. Internal team meetings and coordination
2. Monthly project status reports to be submitted with monthly project invoices
3. General project administration, including management of staffing and budgets, and other activities associated with managing the overall Owner's Representative contract

Task G. Deliverables:

- Monthly Status Reports

H. Additional Support

This task includes assisting the Owner as needed throughout the duration of the Agreement with services specific to the Wilbarger Creek Regional Wastewater Treatment Plant, but not explicitly defined in the tasks above. Work under this task will not commence unless requested in writing from the Owner.

1. Consultant will assist the Owner with tasks related to the Wilbarger Creek Regional Wastewater Treatment Plant not otherwise identified in the above scope items, as specifically requested by the Owner in writing. Such tasks may include, but are not limited to, additional meetings, public involvement, general support services, and tasks related to unforeseen circumstances.

II. ADDITIONAL SERVICES

- A. Consultant will develop at the request of the Owner any changes, alterations, or modifications to the Project which appear to be advisable and feasible based on field conditions and in the best interest of the Owner.
- B. Work not described in the basic services must be approved by supplemental amendment to this Contract by the Owner before the Consultant undertakes it. If the Consultant is of the opinion that any work is beyond the scope of this Contract and constitutes additional work, the Consultant shall promptly notify the Owner of that opinion, in writing. In the event the Owner finds that such work does constitute additional work, then the Owner shall so advise the Consultant, in writing, and shall provide extra compensation to the Consultant for the additional work as provided under a supplemental amendment.

III. OWNER'S RESPONSIBILITIES

- A. The following items are not included in the Consultant's scope. The Owner will do the following in a timely manner so as not to delay the services of the Consultant and will bear all costs incident thereto.
 - 1. Owner will provide the Consultant with all criteria and full information as to the Owner's requirements for the Project, including study objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which the Owner will require to be included in the PER, Drawings and Specifications; and furnish copies of the Owner's standard forms, conditions, and related documents, when applicable.
 - 2. Owner will provide electronic copies of available and relative information, including the following:
 - a. GIS source layers available, including utility infrastructure, streets, property lines, and easements.
 - b. Record drawings and available pipe shop drawing submittals for pipelines proposed for connection, and pipelines in the project area.
 - c. Reports identifying proposed pipe sizes.
 - d. Results of hydraulic modeling that may impact or revise the pipe size and/or alignment.
 - e. Zoning densities in the form of LUE's for the development area proposed for service, and any other relevant information from Development Services.
 - f. Known public projects and private development projects within subject area that may impact the project.
 - g. Topographic survey data.
 - 3. Owner will give prompt written notice to Consultant whenever the Owner observes or otherwise becomes aware of a hazardous environmental condition or of any other development that affects the scope or time of performance of Consultant's services, or any defect or nonconformance in Consultant's services or in the work of any Contractor.

4. Owner will arrange for legal access for Consultant to enter upon public and private property as required for Consultant to perform services under the Agreement.
5. Owner will examine all alternate solutions, studies, reports, sketches, drawings, specifications, proposals, and other documents presented by Consultant (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto. Written review comments are to be delivered to the Consultant within fourteen (14) calendar days after receipt of each submittal.
6. Owner will advise Consultant of the general description of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review during the PER, design and construction of this Project.
7. Owner will provide necessary personnel and equipment for field verification (exposing) of subsurface utility information critical to design for the project, as requested by the Consultant.
8. Owner will pay any permit application fees associated with the project. Owner will sign permits and all permits will be under the Owner's name.

IV. SCHEDULE

- A. The duration of this Contract is anticipated to be 8 months from Notice to Proceed.
- B. The Owner has indicated that the project must be completed in 2024. Below is a preliminary schedule for use as a guide for the overall project schedule:
 1. NTP to Owner's Representative: January 29, 2020
 2. NTP to Design Consultant: September 2020
 3. Start Bidding: March 2022
 4. Construction Start: July 2022
 5. Final Construction Completion: June 2024

V. FEE SCHEDULE

- A. See attached.

City of Pflugerville
Wilbarger Creek Regional Wastewater Treatment Plant - Owner's Representative

Fee Breakdown

Project Phase	Task Description	Principal	Project Manager	QA/QC	Senior Engineer	PE III	PE I	EIT	Senior Technician	CAD Technician	Admin	Sr. Environ. Planner	Environ. Planner II	Total Labor Hours	Total Direct Labor Costs
		\$ 250.00	\$ 235.00	\$ 190.00	\$ 190.00	\$ 180.00	\$ 145.00	\$ 110.00	\$ 125.00	\$ 90.00	\$ 66.00	\$ 145.00	\$ 90.00		
I. BASIC SERVICES															
A.	PROJECT MANAGEMENT														
1.	Review Existing Data	2	8	4	8	8	4	4						38	\$ 7,120.00
2.	Scheduling														
a.	Develop Initial Project Schedule		8	2	2		8	16						36	\$ 5,560.00
b.	Ongoing Schedule Updates		16				20	20			12			68	\$ 9,652.00
3.	Budgeting														
a.	Develop Initial Project Budget		8	2	2		8	16						36	\$ 5,560.00
b.	Ongoing Budget Updates		16				16	16			8			56	\$ 8,368.00
4.	Meetings/Workshops														
a.	Project Kickoff Meeting (1)	2	4		2	2		4			2			16	\$ 2,752.00
b.	Project Progress Meetings (7)	7	14		7	7		14			7			56	\$ 9,632.00
c.	Workshops (1)	2	2		2	2		2			2			12	\$ 2,062.00
d.	City Council, Committee, and/or Board Meetings (2)	2	8		4	4	4	4		4				30	\$ 5,240.00
TASK A. TOTALS														348	\$ 55,946.00
B.	DEVELOP PROJECT MANAGEMENT PLAN (PMP)														
1.	Quality Assurance Plan		2	8		4		2			4			20	\$ 3,194.00
2.	Risk Management Plan	4	2	8	4	8		2			4			32	\$ 5,674.00
3.	Land Acquisition Protocol		2	2		4		2			4			14	\$ 2,054.00
4.	Environmental Management Protocol		2	2		4		2			4	6	4	24	\$ 3,284.00
5.	Texas Water Development Board Protocol		2	2		4			4		4			16	\$ 2,334.00
6.	Design Management Protocol		2	2	2	4		2			4			16	\$ 2,434.00
7.	Budget and Funding Protocol		2	2		2			2		4			12	\$ 1,724.00
8.	Schedule Protocol		2	2				2			4			10	\$ 1,334.00
9.	Reporting Protocol		2	2				2			4			10	\$ 1,334.00
10.	Permit and Agency Coordination Protocol		2	2				2			4			10	\$ 1,334.00
11.	PMP Protocol Checklists		2	2				2			4			10	\$ 1,334.00
TASK B. TOTALS														174	\$ 26,034.00
C.	DATA MANAGEMENT														
1.	Establish SharePoint Platform		8	2				8	16		4			38	\$ 5,404.00
2.	Overall Data Management														
a.	Project Data Record Keeping and Implementing System		8					8	16		8			40	\$ 5,288.00
b.	Maintaining Project Records		8					16	16		16			56	\$ 6,696.00
c.	Confirm Documentation Conforms with PMP		4	4										8	\$ 1,700.00
TASK C. TOTALS														142	\$ 19,088.00
D.	SITE MASTER PLAN UPDATE														
1.	Process Evaluation Review	4	8	8	60	24	40	40						184	\$ 30,320.00
2.	Update Site Layout														
a.	Facility Layout	2	8	4	40	24	60	40	4	24				206	\$ 30,820.00
b.	Buffer Zone		2	2	8	4	8	4		4				32	\$ 5,050.00
c.	Flood Plain Evaluation	2	2	2	16	8	16	24		8				78	\$ 11,510.00
d.	Site Accessibility Evaluation	2	2	2	16	8	16	24		8				78	\$ 11,510.00
3.	Overall Infrastructure Phasing Plan														
a.	Validate Phasing and Flow Projections		4	4	8	8	8							32	\$ 5,820.00
b.	Develop Overall Phase I Infrastructure Plan for Basin	2	8	4	32	24	32	32						134	\$ 21,700.00
4.	Permit Requirements		2		8	4	8	8			4			34	\$ 5,014.00
5.	Design Requirements	2	8	8	24	8	16	16						82	\$ 13,980.00
6.	Environmental Evaluation		4				4	4				32	48	92	\$ 10,920.00
7.	Electrical Power Planning and Utility Evaluation														
a.	Electric Service Evaluation	2	8	2	8	12	24	24		16				96	\$ 14,000.00
b.	Communication Service Evaluation		4		4	2	4	8	8					30	\$ 4,520.00
c.	Water Service Evaluation		4		4	2	4	8	8					30	\$ 4,520.00
8.	Develop PER Update Document														
a.	Draft PER Update Document	4	8	8	16	24	40	40	16					156	\$ 23,960.00
b.	Final PER Update Document	2	8	4	8	16	16	16	8					78	\$ 12,620.00
c.	Develop Exhibits and Layout Sheets	2	8	4	8	8	16	16	8	80				150	\$ 18,380.00
TASK D. TOTALS														1,492	\$ 224,644.00

Project Phase	Task Description	Principal	Project Manager	QA/QC	Senior Engineer	PE III	PE I	EIT	Senior Technician	CAD Technician	Admin	Sr. Environ. Planner	Environ. Planner II	Total Labor Hours	Total Direct Labor Costs
		\$ 250.00	\$ 235.00	\$ 190.00	\$ 190.00	\$ 180.00	\$ 145.00	\$ 110.00	\$ 125.00	\$ 90.00	\$ 66.00	\$ 145.00	\$ 90.00		
E.	Regulatory/Agency Coordination														
1.	TCEQ Coordination														
a.	Meetings and Coordination with TCEQ	2	16		16	12	16	8			8			78	\$ 13,188.00
b.	Regulatory Updates and Outlook	2	6	2	16	4	4	4						38	\$ 7,070.00
2.	Texas Water Development Board (TWDB) Coordination														
a.	Review Loan Programs		8		4	16	8	8	24					68	\$ 10,560.00
b.	Provide Comparison and Recommendation of Program		4			8	4		40					56	\$ 7,960.00
c.	Identify and Plan for TWDB Requirement Impacts		4		8	8	8		32					60	\$ 9,060.00
d.	TWDB Coordination/Meetings		8			4			48					60	\$ 8,600.00
e.	Develop TWDB Funding Documentation	2	4	2	4	4	4	16	32		4			72	\$ 9,904.00
TASK E. TOTALS														432	\$ 66,342.00
F.	RFQ Development for Design Consultant Selection														
1.	Prepare and Review Project Delivery Alternatives	4	16	4	16		8	8						56	\$ 10,600.00
2.	Request for Qualifications (RFQ) Development	2	8	2	4		8	8			4			36	\$ 5,824.00
TASK F. TOTALS														92	\$ 16,424.00
G.	Project Administration														
1.	Internal Team Meetings and Coordination	8	24	8	12	12					8			72	\$ 14,128.00
2.	Monthly Status Reports		8	4		8					16			36	\$ 5,136.00
3.	General Project Administration	4	16								16			36	\$ 5,816.00
TASK G. TOTALS														144	\$ 25,080.00
H.	Additional Support (If Requested by City in Writing)														
1.	Additional Support	4	32	16	40	40	24	40	40	40	8	8	8	300	\$ 45,248.00
TASK H. TOTALS														300	\$ 45,248.00
EXPENSES														0	\$ 1,138.00
GRAND TOTAL		71	376	138	413	345	456	542	322	184	171	46	60	3,124	\$ 479,944.00

**City of Pflugerville
Wilbarger Creek Regional Wastewater Treatment Plant - Owner's Representative**

Expenses

Expense Item	Unit	Unit Cost	Amount	Total Cost
8 1/2" X 11" B/W Paper Copies	sheet	\$ 0.10	600	\$ 60.00
11" X 17" B/W Paper Copies	sheet	\$ 0.15	60	\$ 9.00
8 1/2" X 11" Color Paper Copies	sheet	\$ 0.25	0	\$ -
11" X 17" Color Paper Copies	sheet	\$ 0.50	60	\$ 30.00
Express Mail (Standard)	each	\$ 15.00	2	\$ 30.00
Mileage	mile	\$ 0.58	1,050	\$ 609.00
GPS Rental	day	\$ 80.00	0	\$ -
HazMat Database Search	each	\$ 400.00	1	\$ 400.00
TOTAL DIRECT EXPENSES				\$ 1,138.00

City of Pflugerville
Wilbarger Creek Regional Wastewater Treatment Plant - Owners Representative

Rate Schedule

Name	Classification	Rate
Marisa Vergara, PE	Principal	\$ 250.00
Gopal Guthikonda, PE, BCEE	Project Manager	\$ 235.00
Randel West, PE	QA/QC Manager	\$ 190.00
Dawn Anderson, PE	Senior Engineer	\$ 190.00
Ryan Owen, PE	Professional Engineer III	\$ 180.00
Professional Engineer I	Professional Engineer I	\$ 145.00
Engineer in Training (EIT)	EIT	\$ 110.00
Senior Technician	Senior Technician	\$ 125.00
CAD Technician	CAD Technical	\$ 90.00
Senior Environmental Planner	Senior Environmental Planner	\$ 145.00
Environmental Planner II	Environmental Planner II	\$ 90.00
Administrative	Administrative	\$ 66.00