

**PROFESSIONAL SERVICES AGREEMENT
FOR
Boulder Ridge Lift Station Rehabilitation Improvements**

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 HR Green, 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 Attachment A: Scope of Services – Boulder Ridge Lift Station Rehabilitation Improvements which are incorporated by reference as if written and copied herein. The terms and conditions of this Agreement shall control in the event of a conflict with any terms and conditions set forth therein.

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 Two-hundred and seventy thousand and six hundred dollars and zero cents (\$270,600) as total compensation, to be paid to Consultant as further detailed in Attachment A: Scope of Services – Boulder Ridge Lift Station Rehabilitation Improvements.

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 reasonable 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, provided however, that Consultant may retain a copy of the same as recommended or required due to bona fide document retention policies or upon advice of legal counsel.

6.3 Consultant shall promptly notify City, in the event Consultant receives any requests for information from a third party, which pertains 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: Jeff Dunsworth, P.E
City Engineer
P.O Box 589
Pflugerville, Texas 78660

If intended for Consultant, to:

HR Green, Inc.
5508 Highway 290 West, Suite 150
Austin, Texas 78735

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 “Boulder Ridge Lift Station Rehabilitation Improvements” 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: TBD. 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:

Attachment A: Scope of Services – Boulder Ridge Lift Station Rehabilitation Improvements, 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**

HR Green, Inc.

(Signature)



(Signature)

Printed Name: Sereniah Breland

Printed Name: Michael Halde, PE

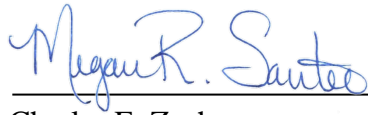
Title: City Manager

Title: Vice President

Date: _____

Date: July 30, 2024

APPROVED AS TO FORM:

A handwritten signature in blue ink, reading "Megan R. Santee", is positioned above a horizontal line.

Charles E. Zech

City Attorney

DENTON NAVARRO RODRIGUEZ BERNAL SANTEE & ZECH, P.C.



ATTACHMENT A: SCOPE OF SERVICES

For

Boulder Ridge Lift Station Rehabilitation Improvements

Brandon Pritchett
Director of Utility
15500 Sun Light Near Way, #B
Pflugerville, TX 78660
Office: (512)-990-6402

Leigh Thomas, P.E., Regional Manager - Water
HR Green, Inc.
5508 Highway 290 West, Suite 150
Austin, Texas 78735

HR Green Project No: 2304042

July 23, 2024

TABLE OF CONTENTS

1.0	PROJECT UNDERSTANDING
2.0	SCOPE OF SERVICES
3.0	DELIVERABLES AND SCHEDULES INCLUDED IN THIS AGREEMENT
4.0	ITEMS NOT INCLUDED IN AGREEMENT/SUPPLEMENTAL SERVICES
5.0	SERVICES BY OTHERS
6.0	CITY RESPONSIBILITIES
7.0	PROFESSIONAL SERVICES FEE
8.0	TERMS AND CONDITIONS



THIS **AGREEMENT** is between the City of Pflugerville (hereafter “CITY”) and HR GREEN, INC. (hereafter “COMPANY”).

1.0 Project Understanding

The City of Pflugerville, Texas (CITY) owns and operates a public wastewater system that serves a community of approximately 53,753 residents. As a water supplier, the City is required to meet the regulations set forth by the Texas Commission on Environmental Quality (TCEQ) in supplying water to its customers.

The CITY has identified a rehabilitation project that includes the expansion and rehabilitation of the Boulder Ridge Lift Station from a firm capacity of 0.33 MGD to 0.6 MGD. The existing lift station has insufficient firm pumping capacity to meet existing peak flows and observed rehabilitation needs as determined by CITY. The capacity expansion is a recommendation from the 2020 Master Plan and supports the Strategic Plan and Comprehensive Plan by providing a safe, resilient infrastructure for our citizens.

The existing Boulder Ridge lift station is 30+ years old and cannot be taken offline due to the service area needs to convey flows to the WWTP. Conceptually, the CITY identified possible rehabilitation needs to the existing wet well and adding an additional wet well to meet storage volume and conveyance needs. The existing concrete on the surface of the site and surrounding the wet well, valve enclosure has experienced significant settlement and deterioration, with the CITY concerned about the structural integrity of the structural components including the existing wet well, requiring a structural evaluation including concrete coring associated testing and analysis. Odor control at the site is also of concern to the CITY given the proximity to the community served. A back-up generator is currently located onsite, as the site is reported to experience power outages, and will need to be evaluated for appropriate sizing for the station. In addition, overhead electric lines are within legacy trees and prove difficult for the electricity provider, Oncor, to keep the trees trimmed. This results in power outages at the lift station as well as the WWTP that is located directly south and across the creek that runs behind the lift station.

The CITY has requested COMPANY to provide engineering design, surveying and geotechnical, bidding, and construction phase and closeout services for the rehabilitation of the Boulder Ridge Lift Station. The work will be performed in accordance with the outlined scope of service at the discretion of the CITY.

1.1 Design Criteria/Assumptions

- Professional services and evaluations performed will be in accordance with local, state, and federal standards and requirements.
- Tasks will be performed in accordance with general industry wastewater standards and methods.
- The project will follow the CITY’s and the Texas Commission on Environmental Quality’s (TCEQ) TAC Chapter 217 Design Standards.
- Lift station capacity analysis is based on existing data and information.

- Sizing of lift station improvements (wet well, pumps) will be performed in the conceptual design phase and subject to available data. Submersible duplex station is assumed with above grade control panels. No building is anticipated.
- All wastewater facilities and appurtenances will be located on City-owned land and City right-of-way or existing or newly acquired easements. If additional land is required to meet the capacity requirements of the wastewater facilities and appurtenances, the CITY will facilitate the land and easement acquisitions required.
- All data and system information applied in the project will be made available by the CITY and/or those affiliated with and performing services for the CITY.
- The project will be bid as one (1) package.
- Only TCEQ permitting is anticipated and included in the scope. Permit fees are not included.
- It is anticipated that no contaminated soils will be encountered.
- The existing onsite generator is assumed sized appropriately and will be able to provide sufficient backup power following the completion of site electrical upgrades.
- Odor Control is not anticipated or included.
- No landscaping design is included.
- No environmental assessment is included.
- No value engineering is included.
- A threatened and endangered species assessment is not included.
- Wetland delineation and mitigation is not included.
- Assume no detailed flood studies are required.
- A historic and cultural assessment is not anticipated or included. If wetlands are found, this may be triggered.
- US Army Corp permitting is not anticipated or included. If wetlands are found, this may be triggered.
- COMPANY will provide all meeting agendas, handouts, presentation materials and minutes. Project status meetings may also include presentations regarding the project to CITY staff, council, and the public at the discretion of the CITY's Project Team.
- SCADA integration shall be done by City's preferred system integrator.
- Subsurface utility exploration (SUE) work is not currently included at this time given the construction limits. Should potential conflicts be identified in the survey work, SUE work can be added as an additional service.
- As a WIFIA funded project, scope of services includes anticipated requirements as presented herein. Any additional WIFIA requirements not included due to unknowns prior to submission to the WIFIA required agencies can be added as additional services.
- Funding facilitation will be coordinated through the City's grant administrator.
- Construction phase services will be included by contract amendment.

2.0 Scope of Services

The CITY agrees to employ COMPANY to perform the following services:

Task 1000 – Project Management and Meetings

This task consists of general project administration, supervision, and management. It also includes the quality assurance/control of all work, data management and security, analysis, and results, including:

- COMPANY to provide project management throughout the duration of the conceptual design and final design. The project duration for the conceptual design phase is anticipated to be three (3) months, final design phase is anticipated to be six (6) months, and bidding phase is anticipated to be three (3) months.
- COMPANY will prepare and submit for approval, monthly invoices and will be responsible for providing management, supervision, and coordination of scoped tasks and deliverables as part of this effort. An updated schedule and summary of completed tasks to be submitted with each invoice.
- COMPANY will conduct project initiation meeting to clarify the CITY's requirements for the project, review the project staffing and organization, and present the initial work plan and schedule.
- COMPANY will conduct status review meetings to present a summary of the work completed on each task, estimated completion of tasks, discussion of project issues, and a summary of the work status compared to the project schedule and budget. (Assume three meetings in addition to the meetings outlined in this scope; meetings are assumed virtual). These meetings will also provide CITY staff with an opportunity to provide input on various design aspects of the project.
- COMPANY will assist the City in preparation of City Council presentation items and attend council meetings as needed, assuming two in person meetings.

Task 2000 – Conceptual Design

Preliminary and General Work

- Data Gathering: The following information (utilizing the best available record drawings and information) will be requested:
 - CITY will provide COMPANY with available information on existing lift station site.
 - Any previous survey or geotechnical data within the associated project limits.
 - GIS shape files including but not limited to all CITY layers, aerials, topography, utility atlases, and parcel data.
 - Wastewater system master plan recommendations for wastewater system improvements (developed by others) including all available reports and associated exhibits and pertinent electronic files with applied current and future wastewater projections as it relates to the Boulder Ridge lift station.
 - Available easements and easement agreements.
- The Project Manager and Project Engineer will conduct one (1) site visit to all facilities to observe and confirm site conditions.

Feasibility Analysis

Based on the design flows that are established and provided by the CITY, COMPANY shall evaluate the feasibility and functionality of the existing lift station's ability to be improved to meet the project's goals. The application of the existing lift station infrastructure and site limits and constraints will be evaluated with the addition of a new wet well, pumps, and associated improvements that achieve the established design flow requirements. At a minimum, the following items will be considered in this comparison:

- a) Pump selection to provide for design flows and desired arrangement
- b) Wet well size, configuration, and ability to comply with hydraulic requirements

- c) Ability to accommodate larger pumps, piping and maintenance operations
- d) Electrical supply (evaluation), service, distribution boards and auxiliary loads
- e) Generator and Automatic Transfer Switch
- f) Structural design elements
- g) Site design and site access
- h) Bypass requirements during construction
- i) Construction staging and sequencing
- j) Preliminary opinion of probable construction cost

Utilizing and applying information obtained from the feasibility analysis, COMPANY will prepare a report that includes conceptual design criteria, schematic layouts, and exhibits to identify the recommended solution for the CITY.

Surveying

- COMPANY survey team to perform the following:
 - Topographic design survey, control/benchmarks of the existing lift station fenced site.
 - Survey of a total of eight (8) manhole inverts associated with the gravity wastewater mains (two mains discharging to one manhole prior to discharge to wet well per CITY data provided) discharging to the lift station and at points of potential bypass to the existing 24-inch diameter wastewater interceptor conveying flows to the existing WWTP.
 - Survey work includes the location of utility appurtenances, easements, property boundary, and rights-of-way.
 - Create a base map using all utility information provided and elevation data to be used for the design of the proposed improvements.

Task 3000 – Final Design

- The project duration for design phase services is anticipated to be six (6) months following completion of Task 2000 and CITY confirmation of Conceptual Design.
- The Project Engineer will conduct one (1) site visit to all facilities where improvements are identified.
- Prepare construction drawings for proposed improvements. The following drawings (30 sheets) are anticipated and budgeted based on the scope understanding and anticipated recommendations of Task 2000 – Conceptual Design.
 - Cover Sheet and Location Map and Sheet Index
 - Legend and Abbreviations
 - General Items
 - Traffic Control (3 sheets)
 - Stormwater Pollution Prevention Plans (3 sheets)
 - Abandonment/Demolition of Existing Infrastructure (2 sheets)
 - Bypass Pumping and Construction Staging (2 sheets)
 - Gravity Sewer Plan and profiles (1 sheet)
 - Lift Station Plan and Profiles (1 sheet)
 - Civil/Mechanical Design (6 sheets)
 - Structural Design (2 sheets)
 - Electrical Design (4 sheets)

- Instrumentation and Controls (2 sheets)
- Standard Details (included by reference)
- Prepare construction specifications and incorporate contract documents. CITYS' standard specifications and contract documents will be used. WIFIA Build American, Buy America Act requirements to be included as required.
- Prepare an opinion of probable cost for the project at the 60% and 90% complete milestones. Provide a final opinion of probable cost for the project to file with the completed documents.
- Submit electronic versions of drawings, specifications, contract documents, and opinion of probable cost at the 60% and 90% complete milestones to CITY for review.
- Conduct project status meetings with CITY to review the 60% and 90% complete documents, discuss content and schedule of project, and receive comments from CITY to be incorporated into the contract documents.
- Provide an internal quality assurance and quality control review of final documents.
- Prepare and submit construction permit application documents to the TCEQ for approval.
- Perform utility coordination and conflict resolution tasks as required for proposed improvements.
- Develop a final project schedule for advertisement, bidding, and construction completion.

Task 4000 – Bidding and Award Services

The project duration for the bid phase services is anticipated to be three (3) months. This task includes the public bidding process for one construction package:

- Prepare bid documents for public advertisement and bidding by the CITY (CivCast).
- Provide responses to bidder's questions.
- Attend and participate in public pre-bid conferences with the CITY (virtually).
- Prepare addenda, bid clarification responses as appropriate for distribution to bidders.
- Prepare revisions to plans, details, and/or specifications as appropriate.
- Schedule and attend the project's public bid opening (virtually).
- Prepare an evaluation of bid proposals and recommendation of award.

3.0 Deliverables and Schedules Included in this Agreement.

This schedule (provided as an attachment) was prepared to include reasonable allowances for review and approval times required by the CITY and public authorities having jurisdiction over the project. This schedule shall be equitably adjusted as the project progresses, allowing for changes in the scope of the project requested by the CITY or for delays or other causes beyond the control of the COMPANY.

Summary of Core Task Deliverables:

1. Meeting minutes for CITY and COMPANY in-person and virtual meetings in accordance with the project scope of services tasks outlined.
2. All deliverables included in the project scope of services tasks outlined.

Schedule adherence is subject to the terms of this agreement.

4.0 Additional Services

Additional Survey – Metes and Bounds (Adjacent land tract to existing Boulder Ridge Lift Station)

- It is anticipated that an adjacent tract of land to the existing Boulder Ridge Lift Station will be required for the construction of improvements at the lift station. If an easement is required for this tract, additional survey services for the preparation of metes and bounds will be required.
- This scope of additional survey services includes:
 - Boundary research, field preparation and boundary analysis
 - Metes and bounds description with accompanying sketch and document preparation for an additional land adjacent to the existing lift station fenced site owned by others.
 - This does not include setting corner pins for the easement
 - Effort required for processing the easements for approval will require additional fees.

5.0 Supplementary Services

Supplemental services can be authorized separately and provided by COMPANY, as required and requested by the City. Estimated budgets for Geotechnical and WIFIA requirements as supplementary services are included as follows with stated assumptions, any adjustments from the allowances will be negotiated with the City.

Geotechnical Engineering (Subconsultant Service)

- One boring location will be determined early in the conceptual design process as needed based upon site improvement requirements and subject to the additional land tract easement acquisition. Geotechnical services fee is an allowance to allow for defining locations during the conceptual design phase.
- COMPANY will coordinate with sub-contracted Geotechnical consultant for the purpose of evaluating the geotechnical conditions at the project sites.
- Geotechnical consultant to complete borings to provide recommendations regarding the construction of foundations and provide general site preparation and earthwork recommendations.
- The Geotechnical consultant will prepare an engineering analysis and report sealed by a Geotechnical engineer licensed in Texas.

The allowance for one geotechnical boring site is \$9,400 (one boring location estimated; location to be verified and based upon stated assumptions).

WIFIA Compliance Requirements (HR Green Services)

- NEPA Environmental Assessment: Each proposed WIFIA project must be assessed for its impact on the environment under the guidelines set forth by NEPA. This task is limited to coordinating with environmental agencies and providing project information and applying

for a categorical exclusion. An environmental assessment is not included and if required would be an additional service to be negotiated.

- Build America, Buy America Act: WIFIA borrowers are required to use iron, steel, manufactured products, and construction materials produced in the United States. This task is limited to including designated WIFIA requirements in construction documents only.
- National Historic Preservation Act (NHPA): WIFIA projects must comply with the NHPA. Coordination and consultation with the appropriate Historic Preservation Office. This task includes only coordination with the federal agency and providing project information.
- Endangered Species Act (ESA): All projects applying for WIFIA funding must be evaluated for their potential impact on endangered, threatened, proposed endangered, or candidate species and critical habitat. WIFIA will make determinations for each species in the project area based on project location and construction/design plans. This task only includes coordinating with federal agencies to evaluate potential impact to an endangered species due to construction within the project limits. The assumption is no endangered species habitat will be disturbed for this construction.

If additional services are required, such as a formal consultation, for any of the WIFIA related requirements as a result of the completing of the outlined scope, additional services can be performed at the request of the CITY through negotiating additional services.

Budget for WIFIA Compliance Requirements is for an allowance of \$7,300 (estimated based upon stated assumptions and task limits).

6.0 Items not included in Agreement/Supplemental Services

The following items are not included as part of this AGREEMENT:

- Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project.
- Services resulting from City's request to evaluate additional Conceptual Design alternative solutions.
- Easements, easement appraisals, negotiation of easements with property owners, and payment of easements.
- Subsurface Utility Engineering (SUE) and investigations in addition to survey coordinated marking and location identification are not included.
- Property owner discussions are not included.
- Utility coordination in addition to survey coordinated marking and location identification.
- Environmental assessment or Wetland delineation
- Additional meetings with CITY or others (local, state, Federal) beyond those outlined in the scope.
- Funding and permitting applications to federal, state, and local agencies.
- Legal services of any kind.
- Testing services and abatement of hazardous materials.
- Material testing and inspection.
- Construction inspection services.

- Supplemental engineering work required to meet the requirements of regulatory agencies that becomes effective subsequent to the date of this agreement.
- Any significant street, driveway, or sidewalk repairs and/or modifications.
- Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by COMPANY or its design requirements including, but not limited to, changes in size, complexity, CITY's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond COMPANY'S control.

Additional supplemental services not included in the AGREEMENT can be provided by COMPANY under separate agreement, if desired.

7.0 Services by Others

As stated herein.

8.0 CITY Responsibilities

- Provide information and data requested and as identified in the scope of services.
- Provide personnel knowledgeable about operations and maintenance of facilities to be available for discussions and to answer questions.
- Provide assistance in determining the locations of existing facilities and utilities.
- Pay all permit fees and other required fees associated with the project.
- Review all project deliverable documents submitted by COMPANY and provide all comments back to COMPANY within one week or otherwise as required by the project scope of services and schedule.
- Attend all meetings and hearings as required for the project.
- Provide all legal services as required for the project.
- Appoint a CITY'S REPRESENTATIVE with respect to the services to be performed under this agreement. CITY'S REPRESENTATIVE shall have complete authority to transmit instructions, receive information, and interpret and define CITY'S policies. COMPANY shall be entitled to rely on representations made by CITY'S REPRESENTATIVE unless otherwise specified in writing by CITY.
- Identify potential activities likely to interfere with ongoing operations and suggest construction sequencing.
- Traffic control for any services in this agreement including surveying, geotechnical, etc. CITY shall negotiate any permits (Boulder Ridge Community, County) for traffic obstructions for work in this agreement.
- Provide contractual bidding documents (ie front ends, Div 00).

9.0 Professional Services Fee

9.1 Fees

The fee for services will be based on COMPANY standard hourly rates current at the time the AGREEMENT is signed. These standard hourly rates are subject to change upon 30



days' written notice. Non-salary expenses directly attributable to the project such as: (1) living and traveling expenses of employees when away from the home office on business connected with the project; (2) identifiable communication expenses; (3) identifiable reproduction costs applicable to the work; and (4) outside services will be charged in accordance with the rates current at the time the service is done.

9.2 Invoices

Invoices for COMPANY's services shall be submitted on a monthly basis. Invoices shall be due and payable upon receipt. .

9.3 Extra Services

Any service required but not included as part of this AGREEMENT shall be considered extra services. Extra services will be billed on a Time and Material basis with prior approval of the CITY. Revisions to construction plans after calculations are complete due to a redirection by the City, shall be considered an additional service.

9.4 Exclusion

This fee does not include attendance at any meetings or public hearings other than those specifically listed in the Scope of Services. These service items are considered extra and are billed separately on an hourly basis.

9.5 Payment

The CITY AGREES to pay COMPANY on the following basis:

Time and Material Not to Exceed for Basic Services is \$241,100.

Time and Material Not to Exceed for Additional Service is \$12,800.

Time and Material Not to Exceed for Supplementary Services is \$16,700

Time and Material Not to Exceed for All Services is \$270,600

Estimated budgets for supplementary services are included as an allowance with stated assumptions, any adjustments from the allowances will be negotiated with the City

Detailed breakdown of Tasks and Costs is provided as an attachment.



HR GREEN, INC
Billing Rate Schedule
Effective January 1, 2024

Professional Services

Billing Rate Range

Principal	\$250-370
Senior Professional	\$250-370
Professional	\$170-250
Junior Professional	\$100-175
Senior Technician	\$130-180
Technician	\$75-145
Senior Field Personnel	\$140-225
Field Personnel	\$100-170
Junior Field Personnel	\$75-125
Administrative Coordinator	\$75-130
Administrative	\$75-130
Corporate Admin	\$100-160
Operators/Interns	\$70-155

Reimbursable Expenses

- All materials and supplies used in the performance of work on this project will be billed at cost plus 10%.
- Auto mileage will be charged per the standard mileage reimbursement rate established by the Internal Revenue Service. Survey and construction vehicle mileage will be charged on the basis of \$0.90 per mile or \$85.00 per day.
- Charges for sub-consultants will be billed at their invoice cost plus 15%.
- A rate of \$6.00 will be charged per HR Green labor hour for a technology and communication fee.
- All other direct expenses will be invoiced at cost plus 10%.

Task	HR GREEN COMPANY: PROJECT BUDGETING WORKSHEET																	
	PROJECT NAME:		Boulder Ridge Lift Station															
	PROJECT NUMBER:		2304042															
	CLIENT:		City of Pflugerville															
	CLIENT CONTACT:		Brandon Pritchett/Jeff Dunsworth															
	PROJECT MANAGER		Leigh Thomas															
	Task Total																	
		TOTAL HOURS			60	26	189	292	416	53	65	64	44	1	18	30	12	
		COST PER HOUR/UNIT (CHARGE-OUT RATE - JAN 2024 BILL RATE)			292	260	206	158	146	215	250	158	260	225	152	254	110	
		TOTAL LABOR COST			17,520	6,760	38,934	46,136	60,736	11,395	16,250	10,112	11,440	225	2,736	7,620	1,320	
		DESCRIPTION OF TASK		Task Total	PM /CSM	TECH ADVIS QA/QC	CIV PROC	STAFF ENG	CIV PROC CAD	STRUC LEAD ENG	ELEC LEAD ENG	ELEC CAD	IC LEAD ENG	Survey PM (RPLS)	Sr. Survey Tech	Person Survey Crew	ADM ASST	
	1000	\$ 13,212.64	Task 1000 - Project Management and Meetings		29	0	16	0	0	0	0	0	0	0	0	0	12	
			Project Management (15 months)	6,468.00	15		8										4	
		Project Invoicing (15 months)	3,216.00	8												8		
		Project Kickoff Meeting (1 meeting)	1,408.00	2		4												
		Project Review Meetings (2 meetings)	2,120.64	4		4												
2000	\$ 48,295.36	Task 2000 - Conceptual Design		13	8	52	82	0	11	11	0	11	1	18	30	0		
		Preliminary and General Work	2,380.00	1		4	8											
		One Site Visit and Documentation	1,440.16	2		4												
		Conceptual design (LS - Wet Well)	3,652.00	1		6	8		4									
		Conceptual design (Pumping Improvements)	4,832.00	1		6	8			4		4						
		Conceptual Design (Piping)	2,792.00	1		6	8											
		Utility coordination & Permitting Requirements	1,968.00	1		2	8											
		Construction Sequencing	4,654.00	1		8	8		2	2		2						
		Preliminary OPCC	3,830.00	1		4	8		2	2		2						
		QA/QC Review	2,805.00		8				1	1		1						
		Technical Report (Draft and Final)	7,474.00	2		8	24		2	2		2						
		Attend meeting w/ CLIENT to review Conceptual Design	996.00	2		2												
		Surveying (Existing LS Site only)	11,472.20			2	2						1	18	30			
3000	\$ 170,128.64	Task 3000 - FINAL DESIGN PHASE SERVICES		18	18	121	210	416	42	54	64	33	0	0	0	0		
		One Site Visit and Documentation	1,680.16			8												
	30	Prepare Construction Drawings (36 Sheets)																
	4 sheets	General	12,696.00			4	16	64										
	3 sheets	Traffic Control	12,324.00			12	18	48										
	3 sheets	Stormwater Pollution Prevention Plans	11,706.00			9	18	48										
	2 sheets	Abandonment/Demolition of Existing Infrastructure	7,392.00			4	12	32										
	2 sheets	Bypass Pumping and Construction Staging	9,864.00			16	12	32										
	1 sheet	Gravity Sewer Plan and Profile	3,696.00			2	6	16										
	1 sheet	Lift Station Plan and Profiles	3,696.00			2	6	16										
	6 sheets	Civil	23,412.00			18	36	96										
	2 sheets	Structural	10,560.00			2	2	32	24									
	4 sheets	Electrical Sheets	18,112.00							32	64							
	2 sheets	Instrumentation and Controls	8,832.00					32				16						
		Vendor and MFR Coordination	2,720.00			4	12											
		WIFIA (BABA) Requirements	2,672.00	2		4	8											
		Prepare Specs	14,912.00	2		12	32		8	12		8						
		OPC at 60%, 90%, and Final	6,356.00	2		6	12		4	4		3						

HR GREEN COMPANY: PROJECT BUDGETING WORKSHEET																	
Task	PROJECT NAME:		Boulder Ridge Lift Station														
	PROJECT NUMBER:		2304042														
	CLIENT:		City of Pflugerville														
	CLIENT CONTACT:		Brandon Pritchett/Jeff Dunsworth														
	PROJECT MANAGER		Leigh Thomas														
	Task Total																
		TOTAL HOURS		60	26	189	292	416	53	65	64	44	1	18	30	12	
		COST PER HOUR/UNIT (CHARGE-OUT RATE - JAN 2024 BILL RATE)		292	260	206	158	146	215	250	158	260	225	152	254	110	
		TOTAL LABOR COST		17,520	6,760	38,934	46,136	60,736	11,395	16,250	10,112	11,440	225	2,736	7,620	1,320	
	Task Total	DESCRIPTION OF TASK	Task Total														
				PM /CSM	TECH ADVIS QA/QC	CIV PROC	STAFF ENG	CIV PROC CAD	STRUC LEAD ENG	ELEC LEAD ENG	ELEC CAD	IC LEAD ENG	Survey PM (RPLS)	Sr. Survey Tech	Person Survey Crew	ADM ASST	
		Submit electronic file of Plans, Specs, OPCs at 60% and 90%	1,628.00	2		2	4										
		Project Review Meetings with CLIENT at 60% and 90% Completion	4,080.48	8		8											
		QA/QC Review (60%, 90%, Final)	9,030.00		18				6	6		6					
		Prepare and submit permit applications; coordination with TCEQ	1,676.00			2	8										
		Develop a final project schedule for bidding & construction completion	1,408.00	2		4											
		Utility coordination & conflict resolution for improvements	1,676.00			2	8										
4000	\$ 9,223.00	Task 4000 - BIDDING PHASE		4	2	14	23	2	1	1	0	1	0	0	0	0	
		Bid Document Preparation and advertisement coordination with City	3,012.00	1		4	12										
		Pre-Bid Meeting	1,116.00	1		4											
		Bidder Questions and Addenda	3,657.00	1	1	4	8	2	1	1		1					
		Bid evaluaiton and reocmmendation of award	1,438.00	1	1	2	3										

Basic Services			
Task 1000	Project Management and Meetings	\$ 13,300.00	5.5%
Task 2000	Conceptual Design and Survey	\$ 48,300.00	20.0%
Task 3000	Final Design Phase	\$ 170,200.00	70.6%
Task 4000	Bidding Phase	\$ 9,300.00	3.9%
Total Basic Services		\$ 241,100.00	100.0%
Additional Service			
Metes and Bounds Survey		\$ 12,800.00	
Total Basic + Additional Service		\$ 253,900.00	
Supplementary Services (As Requested and Required)			
Geotechnical	Geotechnical Services (allowance as required - subconsultant service)	\$ 9,400.00	
WIFIA	WIFIA Requirements (allowance as required - HR Green service)	\$ 7,300.00	
Total Supplemental Services (allowance - to be determined)		\$ 16,700.00	
Total Basic + Additional Service + Supplementary Services		\$ 270,600.00	