

**PROFESSIONAL SERVICES AGREEMENT
FOR
CARMEL/SORENTO LIFT STATION AND FORCE MAIN PROJECT**

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This Agreement is entered into by and between the City of Pflugerville, a Texas Municipal Corporation (“City”) acting by and through its City Manager, pursuant to and K Friese & Associates, Inc. (“Consultant”), both of which may be referred to herein 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.

“Director” shall mean the Assistant City Manager for Community Services.

II. TERM

2.1 Unless sooner terminated in accordance with the provisions of this Agreement, the term of this Agreement shall commence on September 30, 2013 and terminate on December 31, 2016.

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 or his designee. The determination made by City Manager or his designee 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 Director. 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 or his designee; 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 Director, of all services and activities set forth in this Agreement, City agrees to pay Consultant an amount not to exceed four hundred and fourteen thousand five hundred and five dollars and no/100 (\$414,505.00) as total compensation, to be paid to Consultant as further detailed in Exhibit 1.

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

4.3 Final acceptance of work products and services require written approval by City. The approval official shall be Director. Payment will be made to Consultant following written approval of the final work products and services by Director. 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.

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: Thomas E. Word, Jr., P.E.
Assistant City Manager for Community Services
15500 Sun Light Near Way #B/P.O. Box 589
Pflugerville, Texas 78660

If intended for Consultant, to: K Friese & Associates, Inc.
Attn: Karen Friese, P.E.
President
1120 S. Capital of Texas Highway
CityView 2, Ste. 100
Austin, Texas 78746

IX. INSURANCE

9.1 Prior to the commencement of any work under this Agreement, Consultant shall furnish copies of all required endorsements and an original completed Certificate(s) of Insurance to the City, which shall be clearly labeled "*Carmel/Sorento Lift Station and Force Main*" 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

Bidder/Proposer 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. Bidder/Proposer 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: Premises/Operations	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
Products/ Completed Operations	Or 2,000,000 combined single coverage limit	
Independent Contractors Personal Injury Contractual Liability		City to be provided a waiver of subrogation City prefers that insurer be rated B+V1 or higher by A.M. Best or A or higher by Standard & Poors
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. We 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
Attn: Capital Improvements 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, 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 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 FULLY INDEMNIFY, DEFEND 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 resulting from the negligent or intentional acts or omissions, intellectual property infringement, or failure to pay a subcontractor or supplier of the Consultant, its employees, agents and/or assigns. The 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 officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT CONSULTANT AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

10.1 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 and shall see to the investigation and defense of such claim or demand at CONSULTANT's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving CONSULTANT of any of its obligations under this paragraph.

10.2 Defense Counsel - City shall have the right to select or to approve defense counsel to be retained by CONSULTANT in fulfilling its obligation hereunder to defend and indemnify City, unless such right is expressly waived by City in writing. CONSULTANT shall retain City approved defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this Agreement. If CONSULTANT fails to retain Counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and CONSULTANT shall be liable for all costs incurred by City. City shall also have the right, at its option, to be represented by advisory counsel of its own selection and at its own expense, without waiving the foregoing.

10.3 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.

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: Cox-McLain Environmental Consulting, Inc.; Aguirre & Fields LP; JRSA Engineering; Raba Kistner Consultants, Inc.; Inland Geodetics, LLC. Any deviation from this subcontractor list, whether in the form of deletions, additions or substitutions shall be approved by City of Pflugerville City Council ("City Council"), as evidenced by passage of an ordinance, 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 Council.

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 has tendered to the City a Discretionary Contracts Disclosure Statement in compliance with the City’s Ethics Code.

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 subject to approval by the City Council, as evidenced by passage of an ordinance.

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 Any legal action or proceeding brought or maintained, directly or indirectly, as a result of this Agreement shall be heard and determined in the City of Pflugerville, 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 interpreted in the order of priority as appears below:

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.

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

**CITY OF
PFLUGERVILLE**

K FRIESE & ASSOCIATES, INC.

(Signature)



(Signature)

Printed Name: Brandon E. Wade

Printed Name: **Thomas M. Owens**

Title: City Manager

Title: **Executive Vice President**

Date: _____

Date: 13 SEP 13

ATTACHMENT 1
CITY OF PFLUGERVILLE
CARMEL/SORENTO LIFT STATION AND FORCE MAIN PROJECT
SCOPE OF SERVICES

Project Understanding

The work to be performed by K Friese & Associates, Inc. (KFA) under this contract shall consist of providing Preliminary Engineering, Final Design, Bid and Construction Phase Services for the Carmel/Sorento Lift Station and Force Main Project. The Carmel/Sorento Lift Station and Force Main project will convey wastewater flows from the City of Pflugerville's Wilbarger Creek Wastewater Treatment Plant (WWTP) basin to the Central WWTP for treatment. The objective of the Carmel/Sorento Lift Station and Force Main project is to delay construction of the Wilbarger Creek WWTP and associated gravity mains for approximately 20 years.

The proposed lift station will receive flows from a proposed gravity main to be concurrently designed by Cobb, Fendley & Associates, Inc. The lift station force main will connect to an existing 24-inch diameter force main in Weiss Lane that is currently used by the Weiss Lane Lift Station. Weiss Lane is a County Road. The Camel/Sorento and Weiss Lane Lift Stations will share the 24-inch force main.

Lockwood, Andrews & Newnam, Inc. (LAN) is completing an update to the City of Pflugerville's Wastewater Master Plan, which identifies the project and provides flow projections and lift station sizing. The lift station has been preliminarily sized by LAN as 25-feet in diameter. The depth is unknown and for the purposes of this proposal is assumed to be 40-feet. The lift station will either serve as a manhole in the future or a means for conveying flow around the lift station and downstream to the future Wilbarger WWTP will be a design consideration.

Scope of Services

Phase A – Preliminary (30%) Design Phase

1. Project Management and QA/QC – This task includes routine communication with the City; managing subconsultants, manpower, budgets, and schedules; invoicing; implementing and monitoring of QA/QC efforts; and other activities associated with managing the project.
2. Project Meetings
 - a. Kick-off Meeting – Meet with City Staff to discuss/review project details, work plan, and schedule.
 - b. Two project status meetings with the City have been budgeted for the Preliminary Design Phase.
3. Data Gathering and Base Mapping – KFA will work with the City and other entities to obtain information necessary for the Preliminary Design Phase. Specific information gathered may include as-built information, related reports and mapping, design criteria, and other necessary data. A base map of the project area will be developed using available information. The base map will include aerial photography, topography, parcels, right-of-way, existing City wastewater lines, FEMA floodplain, and other appropriate data. The base map will be utilized by the project team during Phase A of the project.

ATTACHMENT 1
CITY OF PFLUGERVILLE
CARMEL/SORENTO LIFT STATION AND FORCE MAIN PROJECT
SCOPE OF SERVICES

4. Identify Force Main Candidate Alignments and Potential Lift Station Locations – Using the base map, force main candidate alignments and potential lift station locations will be identified for analysis. KFA will also coordinate with Cobb, Fendley & Associates, Inc. on lift station locations.
5. Facility Sizing and Phasing – A review of the proposed lift station sizing in the City’s Wastewater Master Plan Update will be performed and KFA will coordinate with the City and LAN for any questions, additional information needs, and final lift station capacity. A phasing plan to match projected flows over the projected 20-year design life will be developed. The proposed force main will be sized in accordance with TCEQ and City design criteria using the established lift station design capacity and phasing.
6. Force Main Route Analysis and Lift Station Location Evaluation:
 - a. Preliminary Environmental Survey: Cox|McLain will conduct literature searches for sensitive natural and cultural resources that could pose constraints to the proposed force main routes and lift station locations. Cox|McLain shall obtain a Hazardous Materials Database search for the project corridor in accordance with all appropriate inquiries standards under American Society for Testing and Materials (ASTM). Additional sources of information that will be utilized include published reports, aerial photographs, maps, and records at the Texas Natural Resources Information Systems archives. The information obtained from these efforts will be used to help identify potential permitting and alignment constraints. The results of the literature search and permitting identification will be documented in an environmental constraints memo and map.
 - b. Preliminary Geologic Assessment: Raba-Kistner, Inc. will conduct a geologic assessment consisting of site reconnaissance from existing right-of-way, geologic literature review, and a review of nearby boring data to determine general geologic conditions and suitability of proposed construction methods.
 - c. Construction methods and materials evaluation: Identify alternate construction methods and materials and associated impact on the public, construction costs, and operations and maintenance.
 - d. Workspace and Easement Evaluation: Identify and map necessary workspace and easements required for construction, maintenance, and operation for each proposed route. Estimate street right-of-way impacted and degree of impact.
 - e. Power and water supply options.
7. Prepare 30% plans on 11-inch by 17-inch sheets to include:
 - a. Force main plan sheets of the preferred route, showing property ownership, existing right-of-way, force main location, and proposed

ATTACHMENT 1
CITY OF PFLUGERVILLE
CARMEL/SORENTO LIFT STATION AND FORCE MAIN PROJECT
SCOPE OF SERVICES

permanent and temporary construction easements. Sheets shall be aerial based and be at a scale of 1" = 100'.

- b. Lift station site plan showing access driveway and major equipment.
 - c. Lift station electrical sheets to include site plan, one line diagram, electrical building floor plan.
8. Develop Class C ($\pm 25\%$) estimates of probable construction cost based on the information gathered above.
9. Preliminary Engineering Report (PER): KFA will prepare a PER summarizing the investigation and recommendations. Five (5) copies of the draft report will be submitted to the City for review and distribution. Following a meeting with the City to discuss review comments, KFA will incorporate the comments into the Final PER and submit five (5) copies to the City and an electronic (CD) copy in portable document format (pdf). At a minimum the PER will include:
- a. Recommended route (corridor) for the pipeline and recommended lift station location;
 - b. Facility sizing and phasing recommendation;
 - c. Identification of environmental constraints;
 - d. Permitting requirements and associated timeframes;
 - e. Identification of temporary and permanent easements, including name and contact information of landowner and area of easement per parcel;
 - f. Evaluation of and recommendations for construction methods and materials;
 - g. 30% plan sheets;
 - h. Preliminary SCADA evaluation;
 - i. Class C opinion of probable cost for the preferred route;
 - j. A schedule for final design and construction.

Phase B – Design Phase

1. Project Management and QA/QC – This task includes routine communication with the City; managing subconsultants, manpower, budgets, and schedules;

ATTACHMENT 1
CITY OF PFLUGERVILLE
CARMEL/SORENTO LIFT STATION AND FORCE MAIN PROJECT
SCOPE OF SERVICES

invoicing; implementing and monitoring of QA/QC efforts; and other activities associated with managing the project.

2. Project Meetings – Four (4) project meetings have been budgeted for the Design Phase.
3. Right of Entry – KFA will request right of entry from land owners along the force main route and lift station site using registered mail and letters signed by the City.
4. Environmental and Archaeology – Cox-McLain will provide environmental support for the project, including:
 - a. Water Resources: Delineation of waters of the U.S. and wetlands falling within the jurisdiction of the U.S. Corps of Engineers (does not including preparation of a Pre-construction Notification or Individual Permit to USACE);
 - b. Cultural resources investigations and permitting - Cox|McLain will prepare a Texas Antiquities Permit to be signed by the City and submit the permit to THC. After obtaining the permit a field survey will be carried out and documented as required. It is anticipated that shovel testing and backhoe testing will be required but that collection of artifacts will not be required.
5. Surveying and Easement Descriptions – Inland Geodetics will provide surveying support for the project. For the purposes of this proposal it has been assumed that the force main will be approximately 9,000 feet in length and no more than 40% of the area surveyed is in heavy vegetative cover.
 - a. Perform a design survey consisting of trees 8-inches and larger, surface features, property lines and 1-foot topographic lines.
 - b. Prepare field notes and descriptions for easement documents in accordance with City standards. For estimating purposes temporary and permanent easements on ten (10) parcels have been assumed with the temporary and permanent easement metes and bounds one document per parcel. Obtain “title abstracts” for each easement parcel and analyze the effect of the instruments listed in the associated Schedule B.
 - c. Prepare one boundary survey plat with accompanying metes and bounds for the lift station site and access road/drive.
6. Geotechnical Investigation – Raba-Kistner will perform ten (10) 15-foot deep geotechnical borings along the force main route and two (2) 50-foot deep geotechnical borings at the lift station site; conduct appropriate laboratory testing; and summarize the field investigation results and recommendations in a geotechnical report as appropriate. A piezometer will be installed in one of the lift station borings, three readings taken in consecutive weeks, and the piezometer abandoned.

ATTACHMENT 1
CITY OF PFLUGERVILLE
CARMEL/SORENTO LIFT STATION AND FORCE MAIN PROJECT
SCOPE OF SERVICES

7. Utility Research, Location & Coordination – KFA will work with utility companies to map existing utilities along the project route using the best information provided. KFA will also seek project required approvals of outside agencies and private utilities.
8. Plan Preparation – KFA shall prepare construction plans suitable for public bidding to include notes, plan and profile sheets, mechanical plans and sections, details, environmental protection, traffic control, and work and storage locations. Plan and profile sheets shall be at 1"=40' horizontal and 1"=4' vertical scale. The following sheets have been assumed in developing this proposal:
 - a. Cover, Notes, General Sheets (4)
 - b. Force Main Plan & Profile w/E&S Controls (10)
 - c. On-site Gravity Main Plan & Profile (1)
 - d. Lift Station Mechanical and Section (1)
 - e. Lift Station Site Plan (1)
 - f. Lift Station Access Driveway Plan (1)
 - g. Traffic Control (4)
 - h. Civil and Mechanical Details (6)
 - i. Electrical and Control (10)
 - j. Structural (6)
 - k. Other Miscellaneous Sheets (5)
9. Contract Documents and Technical Specifications – KFA will develop a Project Manual consisting of the City's Standard Construction Contract Bid Documents and Technical Specifications. Special Provisions to the Standard Technical Specifications and Special Specifications will be developed if required for the project.
10. Engineer's Opinion of Probable Construction Cost – Class B estimates ($\pm 10\%$) will be provided at the 60% and 100% design stages, and a Class A estimate ($\pm 5\%$) will be provided with the Final Submittal.
11. Submittals - Progress submittals will be provided at the 60%, 100% and Final design phases. 60% and 100% submittals for each project will consist of the following:
 - 3 full size plan sets
 - 3 sets of the Project Manual
 - Engineer's Opinion of Probable Construction Cost
 - Project Schedule
 - Response to written review comments from previous submittal

ATTACHMENT 1
CITY OF PFLUGERVILLE
CARMEL/SORENTO LIFT STATION AND FORCE MAIN PROJECT
SCOPE OF SERVICES

The Final Submittal for each project will include:

- One full size set of Construction Plans
- One Original Project Manual
- Electronic copy of Construction Plans and Project Manual in Portable Document Format
- Engineer's Opinion of Probable Construction Cost
- Project Schedule

12. Permitting

- a. Travis County – KFA will coordinate with Travis County to permit utility crossings, traffic control, and driveways on Travis County controlled roadways.
- b. TCEQ Storm Water Permit – KFA will prepare and submit a TCEQ Stormwater Pollution Prevention Plan.
- c. TCEQ Chapter 217 Review – KFA will submit an Engineer's Summary Letter to TCEQ describing the project and requesting any variances to Chapter 217 as appropriate. KFA will provide follow-up submittals and coordination with TCEQ as requested.

Phase C - Bid-Award-Execution Phase

1. Project Management – This task includes routine communication with the City; managing manpower, budgets, and schedules; invoicing; and other activities associated with managing the project.
2. Pre-Bid Conference - KFA will assist the City in conducting a pre-bid conference and developing the agenda. KFA will take minutes or make other provision for documenting the results of the pre-bid conference. KFA will also record all questions and requests for additional information, and coordinate with the City for issuing responses and additional information.
3. Questions During the Bid Period - KFA will respond to Bidder's questions through the use of the Civcast system.
4. Addenda - KFA will assist the City in issuing all Addenda to the Bid Documents and distribute Addenda to the bidders. All Addenda shall be approved by the City. Preparation and issuance of two (2) Addenda has been assumed for budgeting purposes.
5. Bid Opening – KFA will assist the City in opening of bids, review all bids and evaluate them for responsiveness and bid amount. KFA will also check references, by telephone, of the low bidder and second low bidder. KFA will prepare a letter summarizing the review and evaluation and include recommendations for award of the contract for construction, or other action as may be appropriate. The City shall make the final decision on the award of the contract for construction and the acceptance or rejection of all bids.

ATTACHMENT 1
CITY OF PFLUGERVILLE
CARMEL/SORENTO LIFT STATION AND FORCE MAIN PROJECT
SCOPE OF SERVICES

6. Conformed Documents – KFA will incorporate addenda items in the Construction Plans, include addenda in the bound Project Manual, and issue a “Conformed” set of plans for construction.

Phase D – Construction Phase

1. Project Management – This task includes routine communication with the City; managing manpower, budgets, and schedules; invoicing; and other activities associated with managing the project.
2. Attend pre-construction conference - KFA will attend a pre-construction conference for the project with the City, Contractor, and other parties as appropriate.
3. Attend regular construction meetings and conduct site visits- KFA will attend regular construction meetings with the City, Contractor, and other parties as appropriate. KFA will visit the site to check the progress of the work and verify general conformance with the project plans and technical specifications. For budgeting purposes we have assumed ten (10) combined site visits/meetings.
4. Submittal Review - KFA will maintain a log of all Contractor submittals, track review progress, review and approve submittals, and distribute submittals to the appropriate parties. For budgeting purposes we have assumed forty (40) submittals plus O&M Manuals.
5. Preparation of Change Orders - KFA will provide review of all Contractor’s requests for Change Orders and coordinate Change Orders with the City as appropriate. For budgeting purposes we have assumed two (2) change orders.
6. RFI’s - KFA will log and respond to all requests for information (RFI’s) from the Contractor related to possible clarifications of plans and technical specifications. Ten (10) RFI’s have been assumed.
7. Pay Application Review – KFA will review Contractor’s Pay Applications after quantity concurrence by the City’s Construction Inspector. Review of 12 Pay Applications has been assumed.
8. Testing and Start-up – For budgeting purposes we have assumed two 4-hour testing and start-up sessions. KFA will attend Contractor-led testing and start-up sessions that will include testing of all SCADA and operational controls.
9. Contract Closeout - KFA will participate in one site visit to determine outstanding items and document “punch list items”. KFA will issue a Certificate of Completion when the contract requirements have been met. KFA will also notify TCEQ and other jurisdictional agencies of completion.
10. Record Drawings - KFA will review the Contractor’s redline as-built drawings and incorporate deviations from the construction drawings as appropriate. KFA will deliver one set of full size bond drawings and one pdf electronic copy.

ATTACHMENT 1
CITY OF PFLUGERVILLE
CARMEL/SORENTO LIFT STATION AND FORCE MAIN PROJECT
SCOPE OF SERVICES

11. Materials Testing – Raba Kistner Consultants, Inc. have provided an estimated materials testing budget based on the current project understanding to include density testing, reinforcing steel observations, concrete testing, asphalt testing and observation.

Schedule

The following project milestones are estimated and may require modification pending preliminary engineering results and construction timeframe constraints:

- | | |
|--------------------------------------|-------------------|
| • Preliminary Route Analysis Results | November 22, 2013 |
| • Draft PER | January 31, 2014 |
| • Final PER | March 7, 2014 |
| • 60% Design Documents Submittal | March 14, 2014 |
| • 100% Design Documents Submittal | April 25, 2014 |
| • Final Design Documents Submittal | May 23, 2014 |

City Responsibilities

1. The City will provide to KFA all data in the City's possession relating to KFA's services on the Project. KFA will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by the City.
2. The City will give prompt notice to KFA whenever the City observes or becomes aware of any development that affects the scope or timing of KFA's services.
3. The City shall examine information submitted by KFA and render in writing or otherwise provide comments and decisions in a timely manner.
4. The City will facilitate communications with Travis County in the event KFA is unable to facilitate communication independently.
5. The City will facilitate communications with Land Owners in the event KFA is unable to facilitate communication independently.
6. The City will facilitate communications with utility providers in the event they are non-responsive to KFA.
7. The City will obtain easements or purchase land for all properties as necessary to complete construction of the project.
8. The City will pay for all permit and license fees.
9. The City will pay fees and directly administer public bid advertisement.
10. Provide Construction Inspection Services

MANPOWER/BUDGET ESTIMATE
CITY OF PFLUGERVILLE
CARMEL/SORENTO LIFT STATION AND FORCE MAIN

Task	Principal Hrs	QA/QC Engineer Hrs	Sr. Project Manager Hrs	Project Manager Hrs	Project Engineer Hrs	Senior Technician Hrs	Admin Hrs	Total Hrs	Labor Cost \$	C-M \$	Inland \$	RKI \$	A-F \$	JRSA \$	Total Subconsultants \$	Expenses \$	Total Cost \$
Phase A - Preliminary (30%) Design Phase																	
1 Project Management & QA/QC	4	12	8	12	12		8	44	\$6,260							\$0	\$6,260
2 Project Meetings (3)				12	12			24	\$2,760							\$0	\$2,760
3 Data Gathering & Base Mapping				4	16	24		44	\$4,280							\$0	\$4,280
4 FM Alignments & LS Locations			4	4	8	8		24	\$2,840							\$0	\$2,840
5 Facility Sizing and Phasing			8	8	16			32	\$4,320							\$0	\$4,320
6 Route Analysis & Location Eval					2			2	\$220	\$3,000						\$0	\$3,220
a Preliminary Environmental					2			2	\$220						\$3,000		\$3,220
b Geologic Assessment					2			2	\$220						\$1,000		\$1,220
c Const Methods & Materials			2	2	8	4		16	\$1,860							\$0	\$1,860
d Easement Evaluation			2	2	4			8	\$2,640							\$0	\$2,640
e Power & Water Options			4	16	32	40		92	\$9,640				\$3,000	\$1,500		\$0	\$14,140
7 30% Plans			4	4	12			20	\$2,600				\$1,000	\$500		\$0	\$4,100
8 Cost Estimate			8	16	32	12	8	76	\$8,460							\$0	\$8,460
9 PER			40	84	164	88	16	408	\$47,220	\$3,000	\$0	\$1,000	\$4,000	\$2,000	\$10,000	\$1,100	\$58,320
Subtotal Phase A																	
Phase B - Design Phase																	
1 Project Management & QA/QC	8	40	16	16	16		12	92	\$13,520							\$0	\$13,520
2 Project Meetings (4)				16	16			32	\$3,680							\$0	\$3,680
3 Right-of-Entry				4	8	8		28	\$2,440							\$0	\$2,440
4 Environmental & Archaeology					1			1	\$120	\$2,000					\$2,000		\$4,120
a Water Resources				4	4			4	\$480	\$8,600					\$8,600		\$9,080
b Cultural Resources					2			2	\$240		\$34,550				\$34,550		\$34,790
a Design Survey				1	1			2	\$120		\$39,440				\$39,440		\$39,560
b Esmts & Boundary Survey				4	4	8		13	\$1,240							\$0	\$1,240
6 Geotechnical Investigation			20	100	250	375		745	\$75,375				\$26,000	\$13,000		\$0	\$114,375
7 Utility Research & Coordination			8	16	40			64	\$7,920							\$0	\$7,920
8 Plan Preparation			4	8	16			28	\$3,520							\$0	\$3,520
9 Contract Docs & Tech Specs			12	12	12	12	8	44	\$4,180							\$0	\$4,180
10 Cost Estimates					4			4	\$1,460							\$0	\$1,460
11 Submittal Prep					4			4	\$1,900							\$0	\$1,900
12 Permitting					4			4	\$1,460							\$0	\$1,460
a Travis County				4	4	8	2	18	\$1,900							\$0	\$1,900
b TCEQ SWPPP				4	4	8	2	14	\$1,460							\$0	\$1,460
c TCEQ Ch 217				4	4	8		14	\$1,460							\$0	\$1,460
Subtotal Phase B																	
Phase C - Bid-Award-Execution Phase																	
1 Project Management	1		2	4	4		2	9	\$1,280							\$0	\$1,280
2 Pre-Bid Conference				4	4			8	\$920							\$0	\$920
3 Questions during Bid Period			8	16	16			24	\$2,720				\$1,500		\$1,500	\$0	\$4,220
4 Addenda (2)			4	8	16	8	4	40	\$4,400							\$0	\$4,400
5 Bid Opening	1		2	4	16	4	4	27	\$3,140							\$0	\$3,140
6 Conformed Documents	2	0	8	30	56	12	12	120	\$13,580	\$0	\$0	\$0	\$1,500	\$0	\$1,500	\$0	\$15,230
Subtotal Phase C																	
Phase D - Construction Phase																	
1 Project Management	8		8	12	12		16	44	\$6,240							\$0	\$6,240
2 Pre-Construction Conference				8	8			16	\$1,840							\$0	\$1,840
3 Construction Migs & Site Visits (10)			8	20	40			68	\$6,800				\$4,500		\$4,500	\$1,000	\$12,300
4 Submittal Review (40)			8	20	40			68	\$6,800				\$4,500		\$4,500	\$500	\$13,400
5 Change Orders (2)	1		8	16	24	8		57	\$7,140							\$0	\$7,140
6 RFIs (10)			4	16	24	8		52	\$6,040					\$3,000		\$0	\$9,040
7 Pay Application Review (12)				6	12			18	\$2,040							\$0	\$2,040
8 Testing & Start-up				8	8			16	\$1,840							\$0	\$1,840
9 Contract Close-out	1		2	8	8			19	\$2,540							\$0	\$2,540
10 Record Drawings				2	2	12		22	\$2,140							\$0	\$2,140
11 Materials Testing	10	0	30	116	172	28	16	372	\$45,020	\$0	\$0	\$23,000	\$9,000	\$3,000	\$23,000	\$500	\$68,620
Subtotal Phase D																	
Total																	
	24	52	126	425	778	535	78	2018	\$225,375	\$13,600	\$73,990	\$36,900	\$40,500	\$18,000	\$182,990	\$6,140	\$414,505

