

**PROFESSIONAL SERVICES AGREEMENT
FOR
WATER MASTER PLAN**

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This Agreement is entered into by and between the City of Pflugerville, a Texas Municipal Corporation (“City”), acting by and through its City Manager, and Freese and Nichols, Inc. (“Consultant”), both of which may be referred to herein singularly as “Party” or collectively as the “Parties.”

The Parties hereto severally and collectively agree, and by the execution hereof are bound, to the mutual obligations herein contained and to the performance and accomplishment of the tasks hereinafter described.

I. DEFINITIONS

As used in this Agreement, the following terms shall have meanings as set out below:

“City” is defined in the preamble of this Agreement and includes its successors and assigns.

“Consultant” is defined in the preamble of this Agreement and includes its successors.

“City Manager” shall mean the City Manager and/or his designee.

II. TERM

2.1 Unless sooner terminated in accordance with the provisions of this Agreement, the term of this Agreement shall commence on March 27, 2018 and terminate on July 31, 2019.

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 A Scope of Work* which are incorporated by reference as if written and copied herein.

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

IV. COMPENSATION TO CONSULTANT

4.1 In consideration of Consultant's performance in a satisfactory and efficient manner, as determined solely by City Manager, of all services and activities set forth in this Agreement, City agrees to pay Consultant a lump sum amount of Two Hundred Ninety Nine Thousand Four Hundred Ten Dollars (\$299,410) as total compensation, to be paid to Consultant as further detailed in Attachment "A".

4.2 No additional fees or expenses of Consultant shall be charged by Consultant nor be payable by City. The parties hereby agree that all compensable expenses of Consultant have been provided for in the total payment to Consultant as specified in section 4.1 above. Total payments to Consultant cannot exceed that amount set forth in section 4.1 above, without prior approval and agreement of all parties, evidenced in writing and approved by the 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 the City Manager. Payment will be made to Consultant following written approval of the final work products and services by the City Manager. City shall not be obligated or liable under this Agreement to any party, other than Consultant, for the payment of any monies or the provision of any goods or services.

V. OWNERSHIP OF DOCUMENTS

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

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

VI. RECORDS RETENTION

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

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

documents at any and all times, as deemed necessary by City, during said retention period. City may, at its election, require Consultant to return said documents to City prior to or at the conclusion of said retention.

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

VII. TERMINATION

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

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

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

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

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

7.4.1 Bankruptcy or selling substantially all of company's assets

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

7.4.3 Performing unsatisfactorily

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

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

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

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

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

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

VIII. NOTICE

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

If intended for City, to: City of Pflugerville
Attn: Amy Giannini, P.E., CFM
City Engineer
P.O. Box 589
Pflugerville, Texas 78660

If intended for Consultant, to: Jessica Vassar, P.E.
10431 Morado Cir., Ste. 300
Austin, Texas 78759

IX. INSURANCE

9.1 Prior to the commencement of any work under this Agreement, Consultant shall furnish copies of all required endorsements and an original completed Certificate(s) of Insurance to the City, which shall be clearly labeled “*Water Master Plan*” in the Description of Operations block of the Certificate. The original Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept Memorandum of Insurance or Binders as proof of insurance. The original certificate(s) or form must have the agent’s original signature, including the signer’s company affiliation, title and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer’s authorized representative to the City. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the City. No officer or employee, other than the City Attorney, shall have authority to waive this requirement.

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

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

City of Pflugerville

Insurance Requirements

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

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

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

Type of Insurance	Amount of Insurance	Provisions
Commercial (Public) Liability to include Premises/Operations	General 1,000,000 per occurrence, 2,000,000 general aggregate coverage for: Or	City to be listed as additional insured and provide 30 days' notice of cancellation or material change in coverage
Products/ Completed Operations	2,000,000 combined single coverage limit	City to be provided a waiver of subrogation
Independent Contractors		City prefers that insurer be rated B+V1 or higher by A.M. Best or A or higher by Standard & Poors
Personal Injury		
Contractual Liability		
Business Auto Liability	1,000,000 combined single limit	City to be provided a waiver of subrogation
Workers' Compensation & Employers Liability	Statutory Limits 1,000,000 each accident	City to be provided a waiver of subrogation
Professional Liability	1,000,000	

Questions regarding this insurance should be directed to the City of Pflugerville (512) 990-6100. A contract will not be issued without evidence of Insurance. City will only accept the ACORD 25 or ISO certificate of insurance forms.

9.4 The City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page and all endorsements thereto as they apply to the limits required by the City, and may require the deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the Parties hereto or the underwriter of any such policies). Consultant shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Consultant shall pay any costs incurred resulting from said changes.

City of Pflugerville
Capital Improvement Program
P.O. Box 589
Pflugerville, Texas 78691-0589

9.5 Consultant agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:

- Name the City, its officers, officials, employees, volunteers, and elected representatives as ***additional insured by endorsement under terms satisfactory to the City***, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;

- Provide for an endorsement that the “other insurance” clause shall not apply to the City of Pflugerville where the City is an additional insured shown on the policy;
- Workers’ compensation and employers’ liability policies will provide a waiver of subrogation in favor of the City.
- Provide thirty (30) calendar days advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

9.6 Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Consultant shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Consultant’s performance should there be a lapse in coverage at any time during this Agreement. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

9.7 In addition to any other remedies the City may have upon Consultant’s failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Consultant to stop work hereunder, and/or withhold any payment(s) which become due to Consultant hereunder until Consultant demonstrates compliance with the requirements hereof.

9.8 Nothing herein contained shall be construed as limiting in any way the extent to which Consultant may be held responsible for payments of damages to persons or property resulting from Consultant’s or its subcontractors’ performance of the work covered under this Agreement.

9.9 It is agreed that, excepting Professional Liability, Consultant’s insurance shall be deemed primary and non-contributory with respect to any insurance or self-insurance carried by the City of Pflugerville for liability arising out of operations under this Agreement.

9.10 It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement.

9.11 Consultant and any of its Subcontractors are responsible for all damage to their own equipment and/or property.

X. INDEMNIFICATION

10.1 CONSULTANT covenants and agrees to INDEMNIFY and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, or liability for damages caused by or resulting from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by the CONSULTANT or the CONSULTANT’s agent, CONSULTANT under contract, or another entity over which the CONSULTANT exercises control. Such acts may include personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to CONSULTANT’S activities under this Agreement, including any negligent or intentional acts or omissions of CONSULTANT, any agent, officer, director, representative, employee,

consultant or subcontractor of CONSULTANT, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its elected officials, employees, officers, directors, volunteers and representatives, in instances where such negligence causes personal injury, death, or property damage. In no event shall the indemnification obligation extend beyond the date with when the institution of legal or equitable proceedings for the professional negligence would be barred by any applicable statute of repose or statute of limitations.

10.2 The provisions of this INDEMNITY are solely for the benefit of the Parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. CONSULTANT shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or CONSULTANT known to CONSULTANT related to or arising out of CONSULTANT's activities under this AGREEMENT.

10.3 Duty to Defend – Consultant covenants and agrees to hold a DUTY TO DEFEND the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually and collectively, from and against any and all claims, liens, proceedings, actions or causes of action, other than claims based wholly or partly on the negligence of, fault of, or breach of contract by the CITY, the CITY’S agent, the CITY’S employee or other entity, excluding the CONSULTANT or the CONSULTANT’S agent, employee or sub-consultant, over which the CITY exercises control. CONSULTANT is required under this provision and fully satisfies this provision by naming the CITY and those representatives listed above as additional insured under the CONSULTANT’S general liability insurance policy and providing any defense provided by the policy upon demand by CITY.

10.4 CONSULTANT is required to perform services to the City under the standard of care provided for in Texas Local Government Code § 271.904 (d)(1-2).

10.5 Employee Litigation – In any and all claims against any Party indemnified hereunder by any employee of CONSULTANT, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation herein provided shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for CONSULTANT or any subcontractor under worker’s compensation or other employee benefit acts.

10.6 Force Majeure - City agrees that the CONSULTANT is not responsible for damages arising from any circumstances such as strikes or other labor disputes; severe weather disruptions, natural disasters, fire or other acts of God; riots, war or other emergencies; or failure of any third party governmental agency to act in timely manner not caused or contributed to by CONSULTANT.

XI. ASSIGNMENT AND SUBCONTRACTING

11.1 Consultant shall supply qualified personnel as may be necessary to complete the work to be performed under this Agreement. Persons retained to perform work pursuant to this Agreement shall be the employees or subcontractors of Consultant. Consultant, its employees or its subcontractors shall perform all necessary work.

11.2 It is City's understanding and this Agreement is made in reliance thereon, that Consultant does not intend to use the subcontractors in the performance of this Agreement: 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 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 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 Venue for any legal action or proceeding brought or maintained, directly or indirectly, as a result of this Agreement shall be heard and determined in a court of competent jurisdiction in Travis County, Texas.

XX. LEGAL AUTHORITY

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

XXI. PARTIES BOUND

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

XXII. CAPTIONS

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

XXIII. INCORPORATION OF EXHIBITS

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

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

XXIV. ENTIRE AGREEMENT

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

XXV. MISCELLANEOUS CITY CODE PROVISIONS

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

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

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

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

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

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

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

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

**CITY OF
PFLUGERVILLE**

FREESE AND NICHOLS, INC.

(Signature)

(Signature)

Printed Name: Trey Fletcher

Printed Name: _____

Title: Interim City Manager

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

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

**Attachment “A”
City of Pflugerville
Water Master Plan
Scope of Work**

Project Understanding

Freese and Nichols, Inc. (FNI) understands that the City of Pflugerville (City) is seeking professional engineering assistance to prepare a Water Master Plan. The intent of the study is to develop a capital improvements plan for the water distribution system. FNI will review the available asset management data and provide recommendations for future data collection and best practices to begin an asset management program in the future. FNI will develop land use assumptions with the assistance of City staff and use that information for water demand projections. The existing hydraulic model of the water system will be updated and calibrated. The condition of the existing water tanks will be evaluated using existing inspection reports and videos and recommendations for rehabilitation and maintenance will be developed. FNI will utilize the hydraulic model to evaluate pressure plane boundaries, water age, and future system improvements. FNI will develop a comprehensive Water Capital Improvements Plan. The results of the study will be summarized in the Water Master Plan Report.

Scope of Work

A. Project Kickoff and Land Use Assumptions

- A1. Project Kickoff Meeting: Freese and Nichols, Inc. (FNI) will meet with the City staff to review scope, project team, schedule of the project, and discuss the data request memorandum.
- A2. Data Collection: FNI will compile information from the City including GIS files, as-built drawings, pump station layouts, pump curves, storage tank facility layouts, recently completed system improvements, water production data, and utility billing data.
- A3. Land Use Assumptions Workshop: FNI will develop mapping of existing land use data provided by the City and meet with City staff to discuss the existing sources of land use data, growth rates, and modifications needed. Land use assumptions developed for the SH 130 interceptor project and the New Sweden Wastewater Treatment Plant project will be used as the base assumptions and built upon based on comments from City staff.
- A4. Develop Land Use Assumptions: FNI will utilize information provided by City staff to develop water and wastewater service area projections and revise land use assumptions based on City staff input. Development will be phased for 5-year, 10-year, and Buildout and distributed by area.
- A5. Review Historical Water Demands: FNI will obtain and evaluate historical water usage for the City of Pflugerville and Manville Water Supply Corporation (WSC) to develop trends and calculate peaking factors. This data will be used to determine expected per-capita loads for future projections

- A6. Develop and Distribute Water Demand Projections: FNI will develop water demand projections for existing, 5-year, 10-year, and Buildout conditions using the future land use assumptions and selected design criteria. Demands will be calculated by pressure zone. FNI will distribute water demands throughout the service area based on the existing and future population distribution.
- A7. Progress Meeting: Land Use Assumptions: FNI will meet with the City to discuss population, land use assumptions, and water demand projections. FNI will address comments from City staff and make revisions as necessary.
- A8. Land Use Assumptions Memorandum: FNI will prepare a technical memorandum to document the land use assumptions, projected water demands, and projected wastewater flows (the wastewater flows will be developed as part of the Wastewater Master Plan contract). FNI will submit digital files in PDF format of the draft memorandum.
- A9. Planning and Zoning Presentation: FNI will present the land use assumptions to the Planning and Zoning Commission.
- A10. Council Presentation: FNI will present the land use assumptions to the City Council.
- A11. Finalize Land Use Assumptions Memorandum: FNI will revise the Land Use Assumptions Memorandum to incorporate comments from the City. FNI will submit one (1) hard copy and digital files in PDF format of the final memorandum.

B. Water Model Update and Calibration

- B1. Conduct Temporary Pressure Testing: FNI will identify locations for field testing based on model calibration needs and areas of concern from the City. Up to twenty (20) pressure recorders will be provided by FNI. At least two of the pressure recorders will be installed in the portion of Manville WSC's distribution system that is hydraulically connected to the City. Procedures for field testing will be prepared showing proposed location of testing, duration of testing, required SCADA data during testing period, and assistance from water utility department. The City will be responsible for installing and removing the pressure recorders on the designated fire hydrants. The pressure recorders will be installed for a minimum of one week or up to two weeks.
- B2. Obtain and Evaluate SCADA Data: FNI will obtain water system SCADA records for the temporary field pressure testing period. SCADA data will be used for system operations planning, development of diurnal curves, and to assist in model calibration.
- B3. Software Selection Workshop: FNI will conduct a software selection workshop with the City to demonstrate the capabilities of different modeling software packages showing pros, cons, and costs for each software for the City to review and make a selection. The workshop will also discuss software integration with CityWorks and compatibility with the wastewater model software.

- B4. Update Water System Model: FNI will update the City's existing water model using as-built drawings of recently completed projects and updated GIS data provided by the City. The model will consist of all water lines and facilities in GIS. The model will also include portions of Manville WSC's system that are hydraulically connected to Pflugerville's distribution system.
- B5. Water Model Calibration: FNI will conduct a 24-hour extended period simulation (EPS) model calibration by adjusting c-factors, peaking factors, diurnal curves, and demand distribution until modeling results match the field pressure measurements and pump/tank operation. FNI will provide comparison graphs and mapping to document model calibration results.
- B6. Water Model Development and Calibration Memorandum: FNI will prepare a technical memorandum to document the software selection process, model update, pressure testing, and model calibration. FNI will submit digital files in PDF format of the draft memorandum.
- B7. Progress Meeting: Water Model Calibration: FNI will meet with the City to discuss the results of the pressure testing and model calibration results. FNI will prepare mapping showing comparison of water pressure results vs. model pressure results for water model calibration.
- B8. Finalize Water Model Development and Calibration Memorandum: FNI will revise the Water Model Development and Calibration Memorandum to incorporate comments from the City. FNI will submit one (1) hard copy and digital files in PDF format of the final memorandum.

C. Tank Condition Assessment

- C1. Review Recent Tank Inspection Information: FNI will review the 2018 annual tank inspection photos and videos for nine (9) tanks. Tanks for Well #4, Well #6, and the South Standpipe are excluded from the evaluation since design/repairs are already underway (by other consultant).
- a. 1 MG GST – Weiss Lane
 - b. 3 MG GST – Weiss Lane
 - c. 1.5 MG STP – North Standpipe
 - d. 500K GST – Pfennig Booster #1
 - e. 500K GST – Pfennig Booster #2
 - f. 250,000 gallon GST – South Well #5
 - g. 250,000 gallon GST – North Well #5
 - h. Well #7
 - i. River Intake
- C2. Develop Recommendations and Cost Estimates: FNI will utilize the information from the 2018 tank inspections to develop a prioritized list of improvements and cost estimates for rehabilitation or replacement. The prioritized improvement list will also include Well #4, Well #6, and the South Standpipe. FNI will also utilize the hydraulic model to provide recommendations for system operations while tanks are out of service.

C3. Tank Condition Assessment Memorandum: FNI will prepare a technical memorandum to document findings of the tank inspection review, recommendations, and cost estimates. FNI will submit digital files in PDF format of the draft memorandum.

C4. Finalize Tank Condition Assessment Memorandum: FNI will revise the Tank Condition Assessment Memorandum to incorporate comments from the City. FNI will submit one (1) hard copy and digital files in PDF format of the final memorandum.

D. Water System Asset Management

D1. Data Assessment: FNI will document existing available information on water and wastewater system assets, including but not limited to GIS, CMMS, and hydraulic model. FNI will work with the City to identify information that is currently not available but is desirable for future asset management and master planning needs. FNI will perform a gap analysis on available water and wastewater system asset and maintenance data to identify gaps between existing data and preferred data. FNI will identify any inconsistencies in GIS, CMMS, and hydraulic model data sets.

D2. Document Current Age and Material of Pipelines: FNI will utilize GIS shapefiles, as-builts, work orders, and any other available data to determine the age and material of all of the water lines in the existing water distribution system.

D3. Summarize Historical Main Break Data: FNI will review and evaluate existing work order history, main break history, and maintenance data to determine areas to focus pipeline renewal efforts.

D4. Develop Condition and Criticality Scoring Parameters for Pipelines: FNI will work with the City to develop a draft condition and criticality scoring program for water system pipelines. FNI will prepare recommended criteria based on experience of utilities of similar size and available data, and then modify the criteria based on discussions with City staff.

- Potential condition parameters include:
 - Pipe age
 - Pipe material
 - Maintenance history
 - Main break history
 - Soil conditions
- Potential criticality parameters include:
 - Redundancy
 - Number of customers served
 - Fire flow
 - Ease of access for repairs
 - High impact customers (hospitals, schools, central business district, etc.)

D5. Progress Meeting: Data Assessment: FNI will attend a progress meeting with the City to discuss the results of the data assessment and draft scoring parameters.

D6. Water Treatment Plant Power Evaluation: FNI will coordinate with City staff and Oncor to evaluate redundant power to the Water Treatment Plant.

- D7. Apply Condition and Criticality Scoring System to Pipelines: Based on available data, FNI will apply the condition and criticality scoring system to distribution pipeline network. Each line segment will receive a condition, criticality, and overall risk score and an overall prioritized ranking of pipelines will be prepared. FNI will develop large scale color-coded mapping of the results of the condition, criticality, and risk scoring analysis.
- D8. Progress Meeting: Condition and Criticality Scoring: FNI will meet with City staff to review the results of the criticality and condition analysis and process for CIP development.
- D9. Develop Prioritized Pipeline Renewal CIP: FNI will work with the City to develop a strategy to utilize the results of the risk-based assessment to develop a prioritized water pipeline renewal plan and CIP. Potential considerations include trigger for CIP inclusion and funding constraints. FNI will develop a 10-year water pipeline renewal program CIP that includes project packaging, prioritization, phasing, descriptions, mapping, and cost estimates by fiscal year.
- D10. Draft Technical Memorandum: FNI will prepare a technical memorandum that documents the results and recommendations of the asset management task. The technical memorandum will include a detailed description of the methodology for developing the Renewal CIP, including specific information on the prioritization methodology. Technical memorandum will include recommendations for future inspection and/or maintenance activities that the City should consider in the future. FNI will submit digital files in PDF format of the draft memorandum.
- D11. Meet with City to discuss the Draft Memorandum: FNI will meet with the City to review and solicit comments on the renewal CIP and draft memorandum. As part of this workshop, FNI will present information on how the City can utilize and update the data in the future.
- D12. Finalize Asset Management and Pipeline Renewal CIP Memorandum: FNI will revise the memorandum to incorporate comments from the City. FNI will submit five (5) hard copies and digital files in PDF format of the final TM.

E. Conduct Water Analysis and Develop Water Improvements

- E1. Perform Modeling of Existing Water System: FNI will conduct EPS modeling of the existing water system for maximum day operating conditions to evaluate tank cycling, system pressures, and deficiencies within the existing water system. FNI will also utilize the water system model to conduct fire flow analysis under existing maximum day demands to identify areas with less than adequate fire flow capacity. Fire flow analysis will be documented using mapping of available fire flows.
- E2. Water Age Modeling: FNI will utilize the EPS model to conduct water age modeling under existing conditions. FNI will utilize the model to develop strategies for reducing water age in the distribution system.
- E3. Water Supply Evaluation: FNI will review and summarize the City's existing water supply sources. FNI evaluate the existing water supply versus future demands and make recommendations for additional water supply if needed.

- E4. Evaluate TCEQ Capacity Requirements Compliance: FNI will evaluate the system for compliance with the TCEQ Chapter 290 water system capacity requirements. FNI will analyze production capacity, pumping capacity, elevated storage capacity, and total storage capacity by pressure plane to determine if any deficiencies exist. Recommended improvements will be developed for any areas not in compliance.
- E5. Progress Meeting: Existing System Analysis: FNI will attend a progress meeting with the City to discuss the results of the existing water system analysis and to develop design criteria for future system improvements.
- E6. Evaluate Pumping, Storage, and Production Capacity for Future Needs: FNI will analyze and develop existing vs. recommended capacity for pumping, ground and elevated storage, and water production throughout the city based on future needs for distribution system improvements.
- E7. Evaluate Pressure Plane Boundaries: FNI will analyze and define pressure plane boundaries based on topography, modeling results, and field testing data. Specific areas with low or high pressures at normal operating conditions will be identified. Recommendations to modify existing pressure plane boundaries will be made if necessary.
- E8. Perform Future Water System Modeling: FNI will utilize the EPS water model under Buildout demand conditions to develop and analyze alternatives to determine sizing of water system transmission, elevated and ground storage, and pumping facilities needed to serve Buildout demands throughout each pressure zone. FNI will use interim 5-year and 10-year EPS model runs to determine phasing of water system improvements. System improvements will include production, transmission, storage, pumping, and distribution system related needs.
- E9. Progress Meeting: Water System Improvement Alternatives: FNI will meet with the City to review the water system improvement alternatives.

F. Water CIP and Master Plan Report

- F1. Develop Draft Capital Improvement Plan (CIP) Costs, Phasing Plan & Mapping: FNI will develop costs and phasing for each proposed project. Costs will be in Year 2019 dollars and will include engineering and contingencies. Develop draft CIP scheduling of projects based upon water system modeling requirements, future land use, and reliability needs. FNI will develop mapping showing project locations.
- F2. Progress Meeting: Capital Improvement Plans: FNI will meet with the City to discuss future water system improvements for 5-year, 10-year and Buildout planning periods.
- F3. Revise CIP and Prepare Draft Water Master Plan Report: FNI will revise the CIP based upon City's comments and modifications and prepare a master plan report discussing field test results, land use assumptions, water demand projections, and recommended capital improvement plan including costs

of improvements. The report will include colored maps showing proposed system improvements as well as GIS digital copies. FNI submit four (4) final hard copies and one (1) electronic copy in PDF format of the draft report to the City.

- F4. Revise and Finalize Water Master Plan Report: FNI will revise the report based on City comments and submit five (5) final hard copies and one (1) electronic copy in PDF format of the Final Water Master Plan Report. FNI will also provide electronic files of the water model. Purchasing the modeling software is not included.
- F5. Model Training: FNI will conduct a two-hour informal workshop to review the existing water system model and model capabilities. Detailed model training manuals or temporary licenses will not be provided.
- F6. Council Presentation: FNI Project Manager will present the Water Master Plan report to City Council. FNI will be available to answer questions and discuss content.

Summary of Meetings

1. Project Kickoff Meeting
2. Land Use Assumptions Workshop
3. Progress Meeting: Land Use Assumptions
4. Planning and Zoning Presentation on Land Use Assumptions
5. City Council Presentation on Land Use Assumptions
6. Software Selection Workshop
7. Progress Meeting: Water Model Calibration
8. Progress Meeting: Asset Management Data Assessment
9. Progress Meeting: Condition and Criticality Scoring
10. Meet with City to discuss the Draft Memorandum
11. Progress Meeting: Existing System Analysis
12. Progress Meeting: Water System Improvement Alternatives
13. Progress Meeting: Capital Improvement Plans
14. Model Training
15. Council Presentation

Project Schedule

- FNI will submit the draft Land Use Assumptions Memorandum within 3 months of notice to proceed.
- FNI will submit a draft CIP within 12 months of notice to proceed.
- FNI will provide a draft report within 14 months of notice to proceed.
- FNI will provide the final report within 3 weeks of receiving City comments.

Additional Services

G. Site Visit for Tank Inspections

G1. Tank Site Visits: If additional information is needed beyond the 2018 tank inspection videos, FNI will visit up to four (4) tanks to assess the condition of the tank. Data sheets will be compiled documenting the condition of each parameter such as structural, coatings, and other physical data.

Fee Summary

Task	Description	Hours	Total Labor Effort	Total Expense Effort	Total Sub Effort	Total Effort
Water Master Plan						
A	Project Kickoff and Land Use Assumptions	284	\$44,090	\$120	\$0	\$44,210
B	Water Model Update and Calibration	273	\$41,120	\$4,690	\$0	\$45,810
C	Tank Condition Assessment	73	\$12,780	\$20	\$0	\$12,800
D	Asset Management Assessment	533	\$81,000	\$80	\$0	\$81,080
E	Conduct Water Analysis and Develop Water Improvements	366	\$55,480	\$40	\$0	\$55,520
F	Water CIP and Master Plan Report	379	\$59,370	\$620	\$0	\$59,990
Total Water Master Plan		1,908	\$293,840	\$5,570	\$0	\$299,410
Additional Services						
G	Site Visit for Tank Inspections	24	\$4,650	\$20	\$0	\$4,670
Total Additional Services		24	\$4,650	\$20	\$0	\$4,670
Grand Total		1,932	\$298,490	\$5,590	\$0	\$304,080

**City of Pflugerville
Water Master Plan
3/12/2018
Detailed Cost Breakdown**

Project Fee Summary	
Basic Services	304,052
Special Services	-
Total Project	304,052

Basic Services													Total Hours	Total Labor Effort	Total Expense Effort	Total Sub Effort	Total Effort	
Phase	Task	Employee	Scott Cole	Jessica Vassar	David A. Christiansen	John Sullivan	Katie McNeal	Cassie Seabourm	Rebecca Musk	Charles Kucherka								
		Project Role	Project Principal	PM	APM	EIT	EIT	GIS	PE	PE								
		Tasks ↓ Current Hourly Bill Rate →	\$240	\$178	\$156	\$137	\$137	\$113	\$178	\$209								
A		Project Kickoff and Land Use Assumptions																
A	1	Project Kickoff Meeting	4	4	4				4				16	\$ 3,008	\$ 22	\$ -	\$ -	\$ 3,030
A	2	Data Collection		4	8	16		16	4				48	\$ 6,796	\$ -	\$ -	\$ -	\$ 6,796
A	3	Land Use Assumptions Workshop	4	4	6	4		4	4				26	\$ 4,320	\$ 22	\$ -	\$ -	\$ 4,342
A	4	Develop Land Use Assumptions	2	16	16	32		8					74	\$ 11,112	\$ -	\$ -	\$ -	\$ 11,112
A	5	Review Historical Water Demands		2	4	8							14	\$ 2,076	\$ -	\$ -	\$ -	\$ 2,076
A	6	Develop and Distribute Water Demand Projections		2	2	8		4					16	\$ 2,216	\$ -	\$ -	\$ -	\$ 2,216
A	7	Progress Meeting: Land Use Assumptions	4	4	4	4			4				20	\$ 3,556	\$ 22	\$ -	\$ -	\$ 3,578
A	8	Land Use Assumptions Memorandum	2	6	8	12		2					30	\$ 4,666	\$ -	\$ -	\$ -	\$ 4,666
A	9	Planning and Zoning Presentation		4	4	6			4				18	\$ 2,870	\$ 22	\$ -	\$ -	\$ 2,892
A	10	Council Presentation		6		4			4				14	\$ 2,328	\$ 22	\$ -	\$ -	\$ 2,350
A	11	Finalize Land Use Assumptions Memorandum			2	6							8	\$ 1,134	\$ 11	\$ -	\$ -	\$ 1,145
B		Water Model Update and Calibration																
B	1	Conduct Temporary Pressure Testing			2			8	4				14	\$ 1,860	\$ 4,644	\$ -	\$ -	\$ 6,504
B	2	Obtain and Evaluate SCADA Data		8	12	20		8					48	\$ 7,132	\$ -	\$ -	\$ -	\$ 7,132
B	3	Software Selection Workshop		4	4	4							12	\$ 1,884	\$ 22	\$ -	\$ -	\$ 1,906
B	4	Update Water System Model	2	12	20	30		6					70	\$ 10,524	\$ -	\$ -	\$ -	\$ 10,524
B	5	Water Model Calibration	4	12	20	40		4					80	\$ 12,148	\$ -	\$ -	\$ -	\$ 12,148
B	6	Water Model Development and Calibration Memorandum	1	6	6	10		2					25	\$ 3,840	\$ -	\$ -	\$ -	\$ 3,840
B	7	Progress Meeting: Water Model Calibration		4	4	4			4				16	\$ 2,596	\$ 22	\$ -	\$ -	\$ 2,618
B	8	Finalize Water Model Development and Calibration Memorandum			2	6							8	\$ 1,134	\$ -	\$ -	\$ -	\$ 1,134
C		Tank Condition Assessment																
C	1	Review Recent Tank Inspection Information							10	6			16	\$ 3,034	\$ -	\$ -	\$ -	\$ 3,034
C	2	Develop Recommendations and Cost Estimates		1	8				16	4			29	\$ 5,110	\$ -	\$ -	\$ -	\$ 5,110
C	3	Tank Condition Assessment Memorandum		1	4			2	8	2			17	\$ 2,870	\$ -	\$ -	\$ -	\$ 2,870
C	5	Finalize Tank Condition Assessment Memorandum			4			2	4	1			11	\$ 1,771	\$ 11	\$ -	\$ -	\$ 1,782
D		Asset Management Assessment																
D	1	Data Assessment		8	16	24							48	\$ 7,208	\$ -	\$ -	\$ -	\$ 7,208
D	2	Document Current Age and Material of Pipelines		6	16	24		6	4				56	\$ 8,386	\$ -	\$ -	\$ -	\$ 8,386
D	3	Summarize Historical Main Break Data		6	18	24		6	2				56	\$ 8,212	\$ -	\$ -	\$ -	\$ 8,212
D	4	Develop Condition and Criticality Scoring Parameters for Pipelines	2	6	12	18		3		4			45	\$ 7,009	\$ -	\$ -	\$ -	\$ 7,009
D	5	Progress Meeting: Data Assessment		4	4	4			4				16	\$ 2,596	\$ 22	\$ -	\$ -	\$ 2,618
D	6	Water Treatment Plant Power Evaluation		4	6	8							18	\$ 2,744	\$ -	\$ -	\$ -	\$ 2,744
D	7	Apply Condition and Criticality Scoring System to Pipelines	2	12	24	48		18	2				106	\$ 15,628	\$ -	\$ -	\$ -	\$ 15,628
D	8	Progress Meeting		4	4	6		2		4			20	\$ 3,076	\$ 22	\$ -	\$ -	\$ 3,098
D	9	Develop Prioritized Pipeline Renewal CIP	4	12	24	30		6	2	4			82	\$ 12,710	\$ -	\$ -	\$ -	\$ 12,710
D	10	Draft Technical Memorandum	2	6	8	16		3	2	2			37	\$ 5,755	\$ -	\$ -	\$ -	\$ 5,755
D	11	Meet with City to discuss the Draft Memorandum		4	6	6		2		4			22	\$ 3,456	\$ 22	\$ -	\$ -	\$ 3,478
D	12	Finalize Asset Management and Pipeline Renewal CIP Memorandum	2	6	6	9		2	2				27	\$ 4,217	\$ 11	\$ -	\$ -	\$ 4,228
E		Conduct Water Analysis and Develop Water Improvements																
E	1	Perform Modeling of Existing Water System	6	12	20	30		2					70	\$ 11,032	\$ -	\$ -	\$ -	\$ 11,032
E	2	Water Age Modeling	2	6	8	16		2					34	\$ 5,214	\$ -	\$ -	\$ -	\$ 5,214
E	3	Water Supply Evaluation	2	4	8	8							22	\$ 3,536	\$ -	\$ -	\$ -	\$ 3,536
E	4	Evaluate TCEQ Capacity Requirements Compliance	1	2	8	16							27	\$ 4,036	\$ -	\$ -	\$ -	\$ 4,036
E	5	Progress Meeting: Existing System Analysis		4	4	4		4	4				20	\$ 3,048	\$ 22	\$ -	\$ -	\$ 3,070
E	6	Evaluate Pumping, Storage, and Production Capacity for Future Needs	1	2	8	12			4				27	\$ 4,200	\$ -	\$ -	\$ -	\$ 4,200
E	7	Evaluate Pressure Plane Boundaries		2	6	8		4	2				22	\$ 3,196	\$ -	\$ -	\$ -	\$ 3,196
E	8	Perform Future Water System Modeling	2	2	40	80		2	2				128	\$ 18,618	\$ -	\$ -	\$ -	\$ 18,618
E	9	Progress Meeting: Water System Improvement Alternatives		4	4	4			4				16	\$ 2,596	\$ 22	\$ -	\$ -	\$ 2,618

City of Pflugerville Water Master Plan 3/12/2018 Detailed Cost Breakdown												Project Fee Summary										
												Basic Services		304,052								
												Special Services		-								
												Total Project		304,052								
												\$	-	\$	-	\$	-	\$	-			
F		Water CIP and Master Plan Report																				
F	1	Develop Draft Capital Improvement Plan (CIP) Costs, Phasing Plan & Mapping	4	16	40	80		4	8	16			168	\$ 26,228	\$ -	\$ -	\$ -	\$ 26,228				
F	2	Progress Meeting: Capital Improvement Plans	4	4	4	4		2	4				22	\$ 3,782	\$ 22	\$ -	\$ -	\$ 3,804				
F	3	Revise CIP and Prepare Draft Water Master Plan Report	4	20	20	60		4					108	\$ 16,312	\$ 252	\$ -	\$ -	\$ 16,564				
F	4	Revise and Finalize Water Master Plan Report	2	8	12	24		2					48	\$ 7,290	\$ 253	\$ -	\$ -	\$ 7,543				
F	5	Model Training	2	3	3	3							11	\$ 1,893	\$ 22	\$ -	\$ -	\$ 1,915				
F	6	Council Presentation	4	4	8			2	4				22	\$ 3,858	\$ 75	\$ -	\$ -	\$ 3,933				
G		Site Visit for Tank Inspections												\$ -	\$ -	\$ -	\$ -	\$ -				
G	1	Tank Site Visits								12	12		24	\$ 4,644	\$ 22	\$ -	\$ -	\$ 4,666				
Total Basic Services Hours			69	271	481	780	80	78	132	41	-	-	1,932	\$ 298,465	\$ 5,587	\$ -	\$ -	\$ 304,052				
Total Basic Services Labor Effort			\$ 16,560	\$ 48,238	\$ 75,036	\$ 106,860	\$ 10,892	\$ 8,814	\$ 23,496	\$ 8,569	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			

Phase	Task	Expenses	Tech Charge	Miles	Meals	Hotel	B&W (sheet)	Color (sheet)	Binding (each)	Lg Format - Bond - B&W (sq. ft.)	Lg Format - Glossy/Mylar - B&W (sq. ft.)	Pressure Recorders	Total Exp Effort
A		Project Kickoff and Land Use Assumptions											\$ -
A	1	Project Kickoff Meeting	16	40									\$ 22
A	2	Data Collection	48										\$ -
A	3	Land Use Assumptions Workshop	26	40									\$ 22
A	4	Develop Land Use Assumptions	74										\$ -
A	5	Review Historical Water Demands	14										\$ -
A	6	Develop and Distribute Water Demand Projections	16										\$ -
A	7	Progress Meeting: Land Use Assumptions	20	40									\$ 22
A	8	Land Use Assumptions Memorandum	30										\$ -
A	9	Planning and Zoning Presentation	18	40									\$ 22
A	10	Council Presentation	14	40									\$ 22
A	11	Finalize Land Use Assumptions Memorandum	8				40	1					\$ 11
B		Water Model Update and Calibration											\$ -
B	1	Conduct Temporary Pressure Testing	14	80								4000	\$ 4,644
B	2	Obtain and Evaluate SCADA Data	48										\$ -
B	3	Software Selection Workshop	12	40									\$ 22
B	4	Update Water System Model	70										\$ -
B	5	Water Model Calibration	80										\$ -
B	6	Water Model Development and Calibration Memorandum	25										\$ -
B	7	Progress Meeting: Water Model Calibration	16	40									\$ 22
B	8	Finalize Water Model Development and Calibration Memorandum	8										\$ -
C		Tank Condition Assessment											\$ -
C	1	Review Recent Tank Inspection Information	16										\$ -
C	2	Develop Recommendations and Cost Estimates	29										\$ -
C	3	Tank Condition Assessment Memorandum	17										\$ -
C	5	Finalize Tank Condition Assessment Memorandum	11				40	1					\$ 11
D		Asset Management Assessment											\$ -
D	1	Data Assessment	48										\$ -
D	2	Document Current Age and Material of Pipelines	56										\$ -
D	3	Summarize Historical Main Break Data	56										\$ -
D	4	Develop Condition and Criticality Scoring Parameters for Pipelines	45										\$ -
D	5	Progress Meeting: Data Assessment	16	40									\$ 22
D	6	Water Treatment Plant Power Evaluation	18										\$ -
D	7	Apply Condition and Criticality Scoring System to Pipelines	106										\$ -
D	8	Progress Meeting	20	40									\$ 22
D	9	Develop Prioritized Pipeline Renewal CIP	82										\$ -
D	10	Draft Technical Memorandum	37										\$ -
D	11	Meet with City to discuss the Draft Memorandum	22	40									\$ 22
D	12	Finalize Asset Management and Pipeline Renewal CIP Memorandum	27				40	1					\$ 11

**City of Pflugerville
Water Master Plan
3/12/2018
Detailed Cost Breakdown**

Project Fee Summary	
Basic Services	304,052
Special Services	-
Total Project	304,052

Phase	Task	Subconsultants	[Name 1]	[Name 2]	[Name 3]	[Name 4]							Total Sub Effort
E		Conduct Water Analysis and Develop Water Improvements											\$ -
E	1	Perform Modeling of Existing Water System	70										\$ -
E	2	Water Age Modeling	34										\$ -
E	3	Water Supply Evaluation	22										\$ -
E	4	Evaluate TCEQ Capacity Requirements Compliance	27										\$ -
E	5	Progress Meeting: Existing System Analysis	20	40									\$ 22
E	6	Evaluate Pumping, Storage, and Production Capacity for Future Needs	27										\$ -
E	7	Evaluate Pressure Plane Boundaries	22										\$ -
E	8	Perform Future Water System Modeling	128										\$ -
E	9	Progress Meeting: Water System Improvement Alternatives	16	40									\$ 22
F		Water CIP and Master Plan Report											\$ -
F	1	Develop Draft Capital Improvement Plan (CIP) Costs, Phasing Plan & Mapping	168										\$ -
F	2	Progress Meeting: Capital Improvement Plans	22	40									\$ 22
F	3	Revise CIP and Prepare Draft Water Master Plan Report	108				1,000	5					\$ 252
F	4	Revise and Finalize Water Master Plan Report	48				1,000	10					\$ 253
F	5	Model Training	11	40									\$ 22
F	6	Council Presentation	22	40			200	10					\$ 75
G		Site Visit for Tank Inspections											\$ -
G	1	Tank Site Visits	24	40									\$ 22
Total Basic Services Items			1,932	720	-	-	-	2,320	28	-	-	4,000	
Total Basic Services Expenses Effort			\$ -	\$ 392	\$ -	\$ -	\$ -	\$ 580	\$ 7	\$ -	\$ -	\$ 4,600	\$ 5,587

Phase	Task	Subconsultants	[Name 1]	[Name 2]	[Name 3]	[Name 4]							Total Sub Effort
A		Project Kickoff and Land Use Assumptions											\$ -
A	1	Project Kickoff Meeting											\$ -
A	2	Data Collection											\$ -
A	3	Land Use Assumptions Workshop											\$ -
A	4	Develop Land Use Assumptions											\$ -
A	5	Review Historical Water Demands											\$ -
A	6	Develop and Distribute Water Demand Projections											\$ -
A	7	Progress Meeting: Land Use Assumptions											\$ -
A	8	Land Use Assumptions Memorandum											\$ -
A	9	Planning and Zoning Presentation											\$ -
Total Basic Services Subconsultants Cost			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total Basic Services Subconsultants Effort			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

**City of Pflugerville
Water Master Plan
3/12/2018
Detailed Cost Breakdown**

Project Fee Summary	
Basic Services	304,052
Special Services	-
Total Project	304,052

Special Services

Phase	Task	Employee	Scott Cole	Jessica Vassar	David A. Christiansen	John Sullivan	Katie McNeal	Cassie Seabourn	Rebecca Musk	Charles Kucherka			Total Hours	Total Labor Effort	Total Expense Effort	Total Sub Effort	Total Effort
		Project Role	Project Principal	PM	APM	EIT	EIT	GIS	PE	PE							
		Tasks ↓ Current Hourly Bill Rate →	\$240	\$178	\$156	\$137	\$137	\$113	\$178	\$209							
		Total Special Services Hours	-	-	-	-	-	-	-	-	-	-	-	\$ -	\$ -	\$ -	\$ -
		Total Special Services Labor Effort	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					

Phase	Task	Expenses	Tech Charge	Miles	Meals	Hotel	B&W (sheet)	Color (sheet)	Binding (each)	Lg Format - Bond - B&W (sq. ft.)	Lg Format - Glossy/Mylar - B&W (sq. ft.)	Other	Total Exp Effort
		Total Special Services Items	-	-	-	-	-	-	-	-	-	-	
		Total Special Services Expenses Effort	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Phase	Task	Subconsultants	[Name 1]	[Name 2]	[Name 3]	[Name 4]							Total Sub Effort
		Total Special Services Subconsultants Cost	-	-	-	-	-	-	-	-	-	-	
		Total Special Services Subconsultants Effort	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -