

**PROFESSIONAL SERVICES AGREEMENT  
FOR  
NEW SWEDEN LIFT STATION AND FORCE MAIN**

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 Pape-Dawson Consulting Engineers, LLC (“Consultant”), both of which may be referred to herein singularly as “Party” or collectively as the “Parties.”

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

**I. DEFINITIONS**

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

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

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

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

**II. TERM**

2.1 This agreement shall become effective upon execution by the City and shall remain in effect until satisfactory completion of the Scope of Work unless terminated as provided for in this Agreement.

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

**III. SCOPE OF SERVICES AND PROJECT SCHEDULE**

Consultant agrees to provide the services described in this Article III entitled Scope of Services and Project Schedule in exchange for the compensation described in Article IV. Compensation. Scope of Services and Project Schedule are detailed in Attachment “A” which are incorporated by reference as if written and copied herein. The terms and conditions of this Agreement shall control in the event of a conflict with any terms and conditions set forth therein.

All work performed by Consultant hereunder shall be performed to the satisfaction of the City Manager. The determination made by City Manager shall be final, binding and conclusive on all Parties hereto. City shall be under no obligation to pay for any work performed by Consultant, which is not satisfactory to City Manager. City shall have the right to terminate this

Agreement, in accordance with Article VII. Termination, in whole or in part, should Consultant's work not be satisfactory to City Manager; however, City shall have no obligation to terminate and may withhold payment for any unsatisfactory work, as stated herein, even should City elect not to terminate.

#### **IV. COMPENSATION TO CONSULTANT**

4.1 In consideration of Consultant's performance in a satisfactory and efficient manner, as determined solely by City Manager, of all services and activities set forth in this Agreement, City agrees to pay Consultant an amount not to exceed three-hundred-seventy thousand forty-three (\$370,043.00) 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 City.

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

#### **V. OWNERSHIP OF DOCUMENTS**

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

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

#### **VI. RECORDS RETENTION**

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

6.2 Consultant shall retain any and all documents produced as a result of services provided hereunder for a period of four (4) years (hereafter referred to as "retention period") from the date

of termination of the Agreement. If, at the end of the retention period, there is litigation or other questions arising from, involving or concerning this documentation or the services provided hereunder, Consultant shall retain the records until the resolution of such litigation or other such questions. Consultant acknowledges and agrees that City shall have access to any and all such documents at any and all times, as deemed necessary by City, during said retention period. City may, at its election, require Consultant to return said documents to City prior to or at the conclusion of said retention.

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

## **VII. TERMINATION**

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

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

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

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

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

7.4.1 Bankruptcy or selling substantially all of company's assets

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

7.4.3 Performing unsatisfactorily

7.5 *Termination By Law.* If any state or federal law or regulation is enacted or promulgated which prohibits the performance of any of the duties herein, or, if any law is

interpreted to prohibit such performance, this Agreement shall automatically terminate as of the effective date of such prohibition.

7.6 Regardless of how this Agreement is terminated, Consultant shall affect an orderly transfer to City or to such person(s) or firm(s) as the City may designate, at no additional cost to City, all completed or partially completed documents, papers, records, charts, reports, and any other materials or information produced as a result of or pertaining to the services rendered by Consultant, or provided to Consultant, hereunder, regardless of storage medium, if so requested by City, or shall otherwise be retained by Consultant in accordance with Article VI. Records Retention. Any record transfer shall be completed within thirty (30) calendar days of a written request by City and shall be completed at Consultant's sole cost and expense. Payment of compensation due or to become due to Consultant is conditioned upon delivery of all such documents, if requested.

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

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

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

## VIII. NOTICE

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

If intended for City, to:

City of Pflugerville  
Attn: Brandon Pritchett  
Utilities Director  
P.O Box 589  
Pflugerville, Texas 78660

If intended for Consultant, to: Pape-Dawson Engineers  
Attn: Kim Keefer  
Managing Vice President  
10801 N Mopac Expressway  
Building 3, Suite 200  
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 “*New Sweden 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**

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.

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

P.O. Box 589  
Pflugerville, Texas 78691-0589

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

- Name the City, its officers, officials, employees, volunteers, and elected representatives as *additional insured by endorsement under terms satisfactory to the City*, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;
- Provide for an endorsement that the "other insurance" clause shall not apply to the City of Pflugerville where the City is an additional insured shown on the policy;
- Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City.
- Provide thirty (30) calendar days advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

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

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

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

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

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

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

## **X. INDEMNIFICATION**

**10.1 CONSULTANT covenants and agrees to INDEMNIFY and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, or liability for damages caused by or resulting from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by the CONSULTANT or the CONSULTANT's agent, CONSULTANT under contract, or another entity over which the CONSULTANT exercises control. Such acts may include personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to CONSULTANT'S activities under this Agreement, including any negligent or intentional acts or omissions of CONSULTANT, any agent, officer, director, representative, employee, consultant or subcontractor of CONSULTANT, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its elected officials, employees, officers, directors, volunteers and representatives, in instances where such negligence causes personal injury, death, or property damage. In no event shall the indemnification obligation extend beyond the date with when the institution of legal or equitable proceedings for the professional negligence would be barred by any applicable statute of repose or statute of limitations.**

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

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

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

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



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

## **XI. ASSIGNMENT AND SUBCONTRACTING**

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

11.2 It is City's understanding and this Agreement is made in reliance thereon, that Consultant intends to use the following subcontractors in the performance of this Agreement: Pickett, Kelm & Associates, Inc, Cleary Zimmermann Engineers, LLC. Any deviation from this subcontractor list, whether in the form of deletions, additions or substitutions shall be approved by City prior to the provision of any services by said subcontractor.

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

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

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

## **XII. INDEPENDENT CONTRACTOR**

Consultant covenants and agrees that he or she is an independent contractor and not an officer, agent, servant or employee of City; that Consultant shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors,

subcontractors and consultants; that the doctrine of respondent superior shall not apply as between City and Consultant, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating the relationship of employer-employee, principal-agent, partners or joint venturers between City and Consultant. The Parties hereto understand and agree that the City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the Consultant under this Agreement and that the Consultant has no authority to bind the City.

### **XIII. CONFLICT OF INTEREST**

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

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

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

### **XIV. AMENDMENTS**

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

## **XV. SEVERABILITY**

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

## **XVI. LICENSES/CERTIFICATIONS**

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

## **XVII. COMPLIANCE**

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

## **XVIII. NONWAIVER OF PERFORMANCE**

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

## **XIX. LAW APPLICABLE**

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

19.2 Venue for any legal action or proceeding brought or maintained, directly or

indirectly, as a result of this Agreement shall be heard and determined in a court of competent jurisdiction in Travis County, Texas.

## **XX. LEGAL AUTHORITY**

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

## **XXI. PARTIES BOUND**

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

## **XXII. CAPTIONS**

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

## **XXIII. INCORPORATION OF EXHIBITS**

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

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

## **XXIV. ENTIRE AGREEMENT**

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

## **XXV. MISCELLANEOUS CITY CODE PROVISIONS**

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

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

state corporation or limited liability company that is not subject to the Texas Franchise Tax, whichever is applicable.

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

**25.4 Payment of Debt or Delinquency to the State or Political Subdivision of the State.** Pursuant to Chapter 38, *City of Pflugerville Code of Ordinances*, Consultant agrees that any payments owing to Consultant under the Agreement may be applied directly toward any debt or delinquency that Consultant owes the City of Pflugerville, State of Texas or any political subdivision of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.

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

**25.6 Texas Government Code Mandatory Provision.** The City of Pflugerville may not enter into a contract with a company for goods and services unless the contract contains a written verification from the company that it; (i) does not boycott Israel; (ii) will not boycott Israel during the term of the contract; (iii) does not boycott energy companies; (iv) will not boycott energy companies during the term of the contract; (v) does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and (vi) will not discriminate during the term of the contract against a firearm entity or firearm trade association (Texas Government Code, Chapter 2271.002; 2274.002).

Company hereby verifies that it does not boycott Israel, and agrees that, during the term of this agreement, will not boycott Israel as this term is defined in the Texas Government Code, Section 808.001, as amended. Company hereby verifies that it does not boycott energy companies, and agrees that, during the term of this agreement, will not boycott energy companies as this term is defined in Texas Government Code, Section 809.001, as amended. Company hereby verifies that it does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association, and agrees that, during the term of this agreement, will not discriminate against a firearm entity or firearm trade association as those terms are defined in Texas Government Code, Section 2274.001, as amended.

Further, Company hereby certifies that it is not a company identified under Texas Government Code, Section 2252.152 as a company engaged in business with Iran, Sudan, or Foreign Terrorist Organizations.

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

**CITY OF  
PFLUGERVILLE**

**CONSULTANT**  
*Pape-Dawson Consulting Engineers,  
LLC*

\_\_\_\_\_  
(Signature)

Printed Name: Sereniah Breland

Title: City Manager

Date: \_\_\_\_\_

  
\_\_\_\_\_  
(Signature)

Printed Name: Kim Keefer

Title: Managing Vice President

Date: 5/22/2024

APPROVED AS TO FORM:



\_\_\_\_\_  
Charles E. Zech  
City Attorney

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

**ATTACHMENT A**  
**Scope of Services and Project**  
**Schedule**

March 25, 2024

**(Revised: April 24, 2024)**

**(Revised May 24, 2024)**

Mr. Brandon Pritchett  
City of Pflugerville  
15500 Sun Light Near Way  
Pflugerville, TX 78660

Re: New Sweden Lift Station and Force Main  
Pflugerville, TX  
Proposal for Engineering Services

Dear Mr. Pritchett:

The proposed New Sweden lift station and force main are designed to accept and convey sanitary sewer flows from the proposed New Sweden MUD #1, #2 and #3. The proposed lift station site is located east of the intersection of FM 973 and New Sweden Church Road, along the northside of New Sweden Church Road. The lift station serves as a regional lift station, with an initial 1.89 million gallons per day (MGD) firm capacity and the capacity to accommodate a total of 4 MGD wastewater flow at full build out. The project has gone through two reviews by the City of Pflugerville and an initial submittal with Travis County. The County's comments are attached at the end of this document.

The project will transition from a privately- designed project to municipal- designed project, i.e. the City of Pflugerville will take over responsibilities as a Capital Improvement Project (CIP). This change will require environmental and cultural resources investigations, which are included in this proposal.

Pape-Dawson is pleased to present this proposal to provide engineering, environmental, cultural resources, and surveying services to complete the design and permitting of the lift station and force main improvements referenced above. Our proposed scope of services and associated fees are as follows:

**I. PROJECT MANAGEMENT (TASK 501) \$54,200**

This task includes overall management and coordination of the project's design, engineering, bidding, and construction. This task also includes coordination with City of Pflugerville (the City) staff, stakeholders, and subconsultants. These services are anticipated to extend over a twenty-four (24) month period. Services under this task assume improvements to be constructed under one contract and set of plans. If the project extends beyond twenty-four (24) months, Pape-Dawson may request additional services.

**1.1 Project Coordination**

- Maintain regular communication and coordination with the City.
- Attend project meetings once per month, total of 24 meetings, assuming 12 are virtual and 12 are in-person.



- Assist the City in preparation of City Council presentation items and attend council meetings as needed, assuming 4 in-person meetings.

### 1.2 Project QAQC

- Quality Assurance and Quality Control of design and construction documents.

## II. PRELIMINARY ENGINEERING REPORT (PER) (TASK 205) \$40,900

The PER for the developer-designed project was completed to 100% and approved by the City. The proposed dual force main length is being shortened and the discharge location changed to a proposed junction structure located near the intersection of Pflugerville Parkway and Jesse Bohls Road. The approximate length of the proposed dual force main is 12,500 linear feet (LF). This change will impact pump selection and controls, reevaluation of the phasing of pumps, and other miscellaneous items. Therefor the project's PER will need to be updated to account for these items. The City has also requested Pape Dawson evaluate the feasibility of utilizing a single force main instead of dual force mains. This analysis will be done through a Technical Memorandum.

## III. DESIGN SERVICES (TASK 201) \$64,000

The design for the developer-designed project was completed to 70%. Pape-Dawson will need to update detailed construction drawings to reflect force main changes (discharge location and single vs double force main) and lift station site updates per the City and Travis County requirements:

- Modifications impacting the Lift Station
  - Lift Station Site Layout modifications
  - Lift Station wet well, pumps and phasing, piping, and valves updates
  - Erosion and Sedimentation Controls and Tree Protection
  - Lift Station Site Drainage design and determine regulatory floodplain limits and elevations
  - Travis County Traffic Generation Estimates (Transportation comment #1)
  - Travis County Traffic Control Plans (Transportation comment #3)
  - Travis County Onsite Drainage Layout and Plan (Grading and Drainage comments #13 -#24)
  - Travis County engineering drainage report (Grading and Drainage comments #25)
- Modifications impacting the force main
  - Shorter force main, restructure plan set.
  - Discharge location
  - Double vs single force main
  - Erosion and Sedimentation Controls and Tree Protection
  - Travis County Traffic Control Plans (Transportation comment #3)
- Prepare technical specifications utilizing standards established by the City.
- Revised bid quantities for the project.
- Revised Opinion of Probable Construction Costs (OPCC) Level 4 for project.

- IV. TOPOGRAPHIC AND TREE SURVEY (TASK 107) \$10,700**  
Additional survey services are required for the Zapata (Property ID 263893), Hees (Property ID 263891) and St. Johns United Church (Property ID 271735) for approximately 6,000 linear feet (LF) to support the design, permitting and construction of the lift station and force main. The following survey to be completed for the lift station and force main includes:
- Contact local utility companies to field locate facilities the proposed force main is crossing or running close to.
  - Locate and identify existing utilities.
  - Locate and identify existing roads, streets, driveways.
  - Locate and identify existing property boundaries and easements.
  - Conduct tree survey along the force main route.
  - Prepared electronic data file or field work for use by Pape-Dawson and other project subconsultants as appropriate.
  - Prepare metes and bounds for Travis County Waterway Setback Easement.
  - Identify and locate drainage features, natural and constructed facilities.
  - Prepare permanent and temporary construction easement field notes and sketch for the force main (between Cameron Road ROW and FM 973 ROW).
- V. EASEMENT DOCUMENTS (TAXABLE) (TASK 109) \$28,400**  
**TAX \$2,343**
- Prepare metes and bounds description with accompanying sketch for thirteen (13) force main easements).
- Notes:*
- i. Thirteen (13) easement documents are estimated for budget purposes.*
  - ii. This does not include setting corner pins for the easements.*
  - iii. Effort required for processing the easements for approval will require additional fees.*
  - iv. Fee includes sales tax of 8.25%.*
- VI. ENVIRONMENTAL RESOURCE INVENTORY (ERI) (TASK 290) \$12,300**  
According to Travis County Code 482.942, an Environmental Resource Inventory will be conducted and will include the following:
- Research and review public records.
  - Conduct site reconnaissance.
  - Completion of Travis County Environmental Resource Inventory forms.
  - Engineering assistance is required for form completion and County approval.
  - Pape-Dawson qualified staff to identify vegetation and wetlands per County code.
- VII. AGENCY CONSULTATION LETTER (TASK 291) \$3,000**  
As part of the project planning process prior to project construction, Pape-Dawson cultural resources staff to prepare a consultation letter for the lead regulatory to provide comments on the level of effort necessary for field investigation. Additional

services will be required if an archaeological permit is required in compliance with the Antiquities Code of Texas (ACT).

**VIII. PERMITTING (TASK 305) \$24,700**

Multiple agency coordination will be required to secure the requisite permits for this project. They include:

- City of Pflugerville – Site Development Permit (current permit under review as 2022-35-CON)
- Travis County – A first submittal was processed. Attached are the review comments from this initial submittal for the project. In addition, a Travis County Fire Marshall and driveway permits will be required for the project. Assumes 5 submittals to clear comments.
- TxDOT - Prepare application to obtain a utility permit to construct the proposed force main across TxDOT/973 ROW. Assumes 2 submittals to clear comments.
- TCEQ - Due to the design changes, Pape-Dawson will coordinate with TCEQ for the resubmittal to TCEQ and one Response to Request for Additional Information.

*Note: Permit fees are to be paid by the City.*

**IX. BIDDING AND AWARD SERVICES (TASK 401) \$8,400**

This task anticipates a public bidding process for one construction package.

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

**X. CONSTRUCTION PHASE SERVICES (TASK 402) \$99,500**

- Assuming a 12-month construction Phase.
- Coordinate and attend Pre-Construction Conference.
- Coordinate with the contractor for a one-time placement or re-establishment of a maximum of eighteen (18) project control points providing horizontal and vertical control for development of cut sheets and construction staking by the contractor to be used for the construction of the proposed force main. Provide contractor with a project control and information drawing with project coordinates, control points and benchmark elevations, in hard copy and electronica (AutoCAD format).
- Conduct field review and identify any protected species and comply with migratory bird treaty act.
- Monthly construction progress meetings and visits during the construction period to review and document progress.
- Prepare meeting agenda prior to each site visit and provide meeting minutes, construction observation report and recommendations after each site visit.

- Review contractor submittals; requests for information, change order requests and provide responses.
- Review contractors' applications for payment with accompanying data and update schedule.
- Attend substantial completion walkthrough with the City and generate punch list.
- Provide substantial completion certificate and engineers letter of concurrence.
- Prepare record drawings for submittal to the City.

**XI. ELECTRICAL ENGINEERING - SUBCONSULTANT (TASK 504-001) \$15,400**

**11.1 Design**

- Update electrical drawings to reflect changes in pump selection and emergency electric generator and SCADA in accordance with the City and TCEQ regulations.
- Update electrical systems for conduits, wiring, and conductors.
- Update technical specifications to reflect changes in pump horsepower and associated electrical requirements.
- Provide O&M manual complete with wire diagram, program information, I&C, pumps, motors, warranties etc.
- Attending a total of two (2) meetings with the City to address questions or discuss the project.

**11.2 Construction Phase Services**

- Participate in two site visits and one substantial completion visit and generate punch list items.
- Review RFIs and submittals.
- Generate Record Drawings.

**XII. STRUCTURAL ENGINEERING - SUBCONSULTANT (TASK 504-002) \$6,200**

**12.1 Design**

- Update structural drawings to reflect changes in civil design in accordance with the City and TCEQ regulations.
- Update technical specifications as needed.
- Attending a total of two (2) meetings with the City to address questions or discuss the project.

**12.2 Construction Phase Services**

- Participate in two site visits and one substantial completion visit and generate punch list items.
- Review RFIs and submittals.
- Generate Record Drawings.

***THIS PROPOSAL ASSUMES AND/OR EXCLUDES THE FOLLOWING:***

- ◆ This proposal assumes that the total number of LUEs for Phase I will be 1,200 and the full build-out peak wet weather flow will be 4 MGD.
- ◆ No value engineering is included herein.

- ◆ Additional services required by the City which may arise and are not outlined above shall be compensated for on a Time & Material basis not to exceed fee. Revisions to construction plans after calculations are complete due to a redirection by the City, shall be considered an additional service.
- ◆ This proposal assumes the full build-out peak wet weather flow of 4 MGD will not be changed.
- ◆ Consultant will obtain deeds and other documents through City right-of-way agent.
- ◆ No landscaping design is included herein.
- ◆ Assume no detailed flood studies are required.
- ◆ A fee for these services can be provided, if requested.
- ◆ Does not include daily construction phase oversight.
- ◆ Agency review fees and impact fees are not included herein.
- ◆ Should this project encounter a cave during construction, significant coordination with regulatory agencies may be required to develop a closure plan. Pape-Dawson can assist with development of a closure plan, the associated fee can be provided prior to proceeding with the work.
- ◆ Excludes travel expenses.

**SUMMARY OF SCOPE AND FEES**

I.	Project Management	Task 501	\$54,200
II.	Preliminary Engineering Report	Task 205	\$40,900
III.	Design Services	Task 201	\$64,000
IV.	Topographic and Tree Survey	Task 107	\$10,700
V.	Easement Documents	Task 109	\$28,400
	<i>Easement Documents Tax</i>		\$2,343
VI.	Environmental Resource Inventory	Task 290	\$12,300
VII.	Agency Consultation Letter	Task 291	\$3,000
VIII.	Permitting	Task 305	\$24,700
IX.	Bidding and Award Services	Task 401	\$8,400
X.	Construction Phase Services	Task 402	\$99,500
XI.	Electrical Engineering (Subconsultant)	Task 504-001	\$15,400
XII.	Structural Engineering (Subconsultant)	Task 504-002	\$6,200
		<b>Total:</b>	<b><u>\$370,043</u></b>

**BASIS OF COMPENSATION**

Pape-Dawson’s compensation for the above services will be a charge for personnel services plus an hourly charge for specialized equipment and computers. A budget of not to exceed **\$370,043** is the estimated cost of Pape-Dawson’s current understanding of the services identified above. This budget figure does not include any Direct Expenses (defined below) nor applicable sales tax on services. If this budget figure is exceeded, Pape-Dawson may request modification of this Agreement.

Direct Expenses include reproduction, travel, express mail, special deliveries and subcontractor expenses related to these services. Direct Expenses include a 10% markup on cost.

The costs, fees, budget, and scope of work set out herein are valid for ninety (90) days from the date of this Proposal. If Pape-Dawson does not receive an executed Proposal from the City within ninety (90) days from the date of this Proposal, the costs, fees, budget, and scope of work are subject to revision at Pape-Dawson's sole discretion. Pape-Dawson to provide a revised Proposal with the modified costs, budget, and scope of work should revisions be made.

We appreciate the opportunity to work with you on this project.

Sincerely,  
Pape-Dawson Consulting Engineers, LLC

**CITY OF PFLUGERVILLE**

Kim Keefer, P.E.  
Managing Vice President, Water/Wastewater  
Infrastructure

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF PFLUGERVILLE  
ACCOUNTS PAYABLE CONTACT INFO**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**Attachments**

- Draft Schedule
- Manpower Spreadsheet (Civil, Environmental, Cultural Resources, Survey)
- Manpower Spreadsheet (Structural & Electrical Subconsultants)
- Location Map





			Vice President	Project Manager	Engineer in Training	CADD Technician I	Admin. Specialist	Senior Environmental Manager	Environmental Scientist	Sr. Principal Investigator	Project Archaeologist	Sr. GIS Analyst	Project Surveyor	SIT, Const. Mgr	Survey Tech II	2-man Crew	Total Hrs	Total Labor \$	Subconsultant Labor Costs	Reimbursable Expenses	Total Budget
	Task Description and hours	Billing Rates	390.00	210.00	130.00	110.00	170.00	300.00	126.00	161.00	126.00	120.00	290.00	220.00	180.00	230.00					
Task 501	I. Project Management <sup>1</sup>	\$ 54240 (15%)	72	24	0	12												\$54240.00	\$0.00	\$0.00	\$54240.00
	▪ Project Coordination & Management		24	24	24	12											84	\$ 19,560.00			\$ 19,560.00
	▪ Project Meetings <sup>2</sup>		24	48													72	\$ 19,440.00			\$ 19,440.00
	▪ Council Meetings		16	16													32	\$ 9,600.00			\$ 9,600.00
	▪ QA/QC		8	12													20	\$ 5,640.00			\$ 5,640.00
Task 290	II. Preliminary Engineering Report	\$ 40880 (11%)	6	128	34	8												\$40880.00	\$0.00	\$0.00	\$40880.00
	▪ Lift Station Calculations & Site Layout (sizing, phasing, etc.)		1	24	40	24											89	\$ 13,270.00	\$ -		\$ 13,270.00
	▪ Force Main Calculations & Preliminary Alignment (sizing, etc.)		1	24	40	10											75	\$ 11,730.00	\$ -		\$ 11,730.00
	▪ OPCC		2	8	8												18	\$ 3,500.00	\$ -		\$ 3,500.00
	▪ Design Memo & PER update		2	24	40	8											74	\$ 12,380.00	\$ -		\$ 12,380.00
Task 301	III. Design Services	\$ 63930 (17%)	15	72	208	120	16											\$63930.00	\$0.00	\$0.00	\$63930.00
	▪ Construction Plans		8	40	120	120											288	\$ 40,320.00	\$ -		\$ 40,320.00
	▪ Technical Specifications		4	24	40	8											76	\$ 13,160.00	\$ -		\$ 13,160.00
	▪ OPCC		1	4	8												13	\$ 2,270.00	\$ -		\$ 2,270.00
	▪ Contract Documents		2	4	40	8											54	\$ 8,180.00	\$ -		\$ 8,180.00
Task 107	IV. Topographic and Tree Survey	\$ 10720 (3%)	0	2	0	0	0											\$10720.00	\$0.00	\$0.00	\$10720.00
	▪ Survey (Topo & Trees)			2											8	32	42	\$ 9,220.00			\$ 9,220.00
	▪ Metes and bounds												1	2	4		7	\$ 1,500.00			\$ 1,500.00
Task 109	V. Easements Documents	\$ 30743 (8%)	0	0	0	0	0											\$30743.00	\$0.00	\$0.00	\$30743.00
	▪ Field work and prepare easement documents (Tax)												26		52	50	128	\$ 28,400.00			\$ 28,400.00
																		\$ 2,343.00			\$ 2,343.00
Task 293	VI. Environmental Resource Inventory	\$ 12320 (3%)	4	8	8	0	0											\$12320.00	\$0.00	\$0.00	\$12320.00
	▪ Research & review public records.								10								10	\$ 1,260.00			\$ 1,260.00
	▪ Conduct site reconnaissance.								10								10	\$ 1,260.00			\$ 1,260.00
	▪ Complete Travis County ERI		4					10	20								34	\$ 7,080.00			\$ 7,080.00
	▪ Engineering Assistance			8	8												16	\$ 2,720.00			\$ 2,720.00
Task 239	VII. Agency Consultation Letter	\$ 3028 (1%)	0	1	0	0	0											\$3028.00	\$0.00	\$0.00	\$3028.00
	▪ Consultation with THC regarding the needs for an archaeological permit			1						2	16	4					23	\$ 3,028.00			\$ 3,028.00
Task 305	VIII. Permitting	\$ 24680 (7%)	0	48	72	0	0											\$24680.00	\$0.00	\$0.00	\$24680.00
	▪ City of Pflugerville			24	24												48	\$ 8,160.00	\$ -		\$ 8,160.00
	▪ Travis County			24	48												72	\$ 11,280.00	\$ -		\$ 11,280.00
	▪ TxDOT			4	16	4											24	\$ 3,360.00	\$ -		\$ 3,360.00
	▪ TCEQ			4	8												12	\$ 1,880.00	\$ -		\$ 1,880.00
Task 401	IX. Bidding & Award Services	\$ 8360 (2%)	4	16	16	0	8											\$8360.00	\$0.00	\$0.00	\$8360.00
	Bidding & Award		4	16	16		8										44	\$ 8,360.00	\$ -		\$ 8,360.00
Task 491	X. Construction Phase Services	\$ 99545 (27%)	60	92	116	40	4											\$99545.48	\$0.00	\$0.00	\$99545.48
	▪ Preconstruction Meeting		2	4	4												10	\$ 2,140.00	\$ -		\$ 2,140.00
	▪ Monthly Construction Meetings and site visits		48	48	48												144	\$ 35,040.00	\$ -		\$ 35,040.00
	▪ Submittals, RFIs, COs, payment apps		8	24	48		4										84	\$ 15,080.00	\$ -		\$ 15,080.00
	▪ Substantial completion and punch list			8	8												16	\$ 2,720.00	\$ -		\$ 2,720.00
	▪ Record drawings		2	8	8	40											58	\$ 7,900.00	\$ -		\$ 7,900.00
	▪ Survey Control and Staking												10	33	106		149	\$ 32,645.48			\$ 32,645.48
	▪ Migratory Bird Treaty Act							5	20								25	\$ 4,020.00			\$ 4,020.00
																	0	\$ -			\$ -
	XI. Subconsultants	\$ 21555 (6%)	0	0	0	0	0											\$0.00	\$21555.00	\$0.00	\$21555.00
	▪ PKA - Structural Engineering																0	\$ -	\$ 6,200.00		\$ 6,200.00
	▪ Cleary Zimmermann - Electrical Engineering																0	\$ -	\$ 15,355.00		\$ 15,355.00
	<b>TOTALS</b>		<b>161</b>	<b>427</b>	<b>596</b>	<b>198</b>	<b>48</b>										<b>1430</b>	<b>\$ 348,446.48</b>	<b>\$ 21,555.00</b>	<b>\$ -</b>	<b>\$ 370,001.48</b>

Notes: 1. Assuming a 6-month Design Phase duration from Notice to Proceed, 6 months for easement acquisition and 12 months for Construction Phase, 24 months total.  
 2. Assuming a maximum of 24 monthly meetings, 12 virtual meetings at 1.5 hrs per meeting and 12 in-person meetings at 2.5 hrs per meeting. Assuming 4 council meetings 4 hrs each. This includes travel time, meeting prep & follow up documentation.  
 3. Assuming 4 council meetings at 4 hrs each. This includes travel time, meeting prep & follow up documentation.



Pickett, Kelm & Associates, Inc  
Consulting Structural Engineers

**Engineering Fee Breakdown**  
**Project: New Sweeden Wastewater Lift Station - Construction Phase**

**PREPARED FOR:** LJA Engineering

**PREPARED BY:** LSW

**DATE:** March 14, 2024

<b>Task</b>	<b>Principal</b>	<b>Senior Engineer</b>	<b>Engineering Assistant</b>	<b>Clerical</b>	<b>TOTALS</b>
	\$195.00	\$160.00	\$135.00	\$65.00	
<b><u>Construction Phase</u></b>					
Review shop drawings, product submittals & testing laboratory reports.		2.0	6.0		\$1,130
Respond to field questions / clarifications and issue supplemental sketches as required.		3.0	1.0		\$615
Site visits (4 site visits included).		4.0	12.0		\$2,260
Update the background on the structural drawings.		1.0	4.0		\$700
Prepare a cost estimate for the structural components of the lift station.		4.0			\$640
Project coordination and administration.	1.0	1.0	1.0	1.0	\$555
Expenses.					<u>\$300</u>
<b>Total Engineering Fee for Construction Phase =</b>					<b>\$6,200</b>

			Design Engineer	CADD Technician	Admin. Specialist	Total Hrs	Total Labor \$	Reimbursable Expenses
	Billing Rates-		275.00	175.00	165.00			
	Task Description and hours							
Task 301	III. Design Services						\$6130.00	\$ -
	▪ Construction Plans		10	8	2	20	\$ 4,480.00	\$ -
	▪ Technical Specifications		4			4	\$ 1,100.00	
	▪ OPCC		2			2	\$ 550.00	
	▪ Meetings		20			20	\$ 5,500.00	
Task 401	VII. Bidding & Award Services						\$1100.00	\$0.00
	Bidding & Award		4			4	\$ 1,100.00	
Task 491	IX. Construction Phase Services						\$2625.00	\$0.00
	▪ Submittals, RFIs, COs, payment apps		4			4	\$ 1,100.00	
	▪ Substantial completion and punch list		2			2	\$ 550.00	
	▪ Record drawings		1	4		5	\$ 975.00	
	<b>TOTALS</b>		<b>47</b>	<b>12</b>	<b>2</b>	<b>61</b>	<b>\$ 15,355.00</b>	<b>\$ -</b>

