

**PROFESSIONAL SERVICES
SUPPLEMENTAL AGREEMENT # 2
FOR
Cottonwood West Lift Station and Force Main**

**STATE OF TEXAS §
 §
COUNTY OF TRAVIS §**

This Supplemental Agreement No.2 to a contract for Professional Services is made by and between the City of Pflugerville, Texas ("City") and Kimley-Horn and Associates, Inc. ("Consultant"). City and Consultant may be referred to herein singularly as "Party" or collectively as the "Parties."

WHEREAS, the City and Consultant executed an Agreement for Professional Services ("Agreement") on the 7th day of March, 2023 for the Cottonwood West Lift Station and Force Main project ("Project") in the amount of \$1,285,932.08 ; and

WHEREAS, the City and Consultant entered into a Supplemental Agreement # 1 for Professional Services for the Project in the amount of \$0.00, on the 6th day of April, 2023 to add HDR Inc. and removing Blanton and Associates to perform Natural and Cultural Services to the Agreement; and

WHEREAS, the City and Consultant desire to enter into a Supplemental Agreement # 2 for Professional Services for the Project in the amount of \$119,462.50, on the 19th day of October, 2023 to add to the design phase for the Pre-Procurement services, drainage and water quality design, as well as additional environmental and cultural resources services to the Agreement; and

WHEREAS, it has become necessary to amend the Agreement to modify the provisions for the Scope of Services, Work Schedule, and Compensation; and

WHEREAS, it is necessary for the City to amend its agreements from time to time to comply with changes in state law relating to contracts of municipalities.

NOW, THEREFORE, premises considered, the City and the Consultant agree that said Agreement is amended as follows:

I.

Article III. Scope of Services and Attachment A, shall be amended as set forth in the attached addendum to Attachment A.

Article IV. Compensation to Consultant and Attachment B (Fee Schedule), shall be amended by increasing by \$119,462.50 the amount payable under the Agreement for a total of \$1,405,394.58.

2.

Except as amended hereby, and as previously amended as indicated above, the terms of the Agreement shall remain unchanged and in full force and effect.

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

**CITY OF
PFLUGERVILLE**

CONSULTANT

(Signature)

DocuSigned by:
Sean Mason
78DD087E87E41AC

(Signature)

Printed Name: Sereniah Breland

Printed Name: Sean Mason

Title: City Manager

Title: Vice President

Date: _____

Date: 10/25/2023

APPROVED AS TO FORM:

Meghan R. Sauter

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

Addendum to Attachment A

Cottonwood West LS and FM Scope of Services – Supplemental #2

Project Understanding

The scope of services is an addition to the original scope of services signed March 7th, 2023. Kimley-Horn understands this scope of services is for two things: 1) it's necessary for the schedule of the Cottonwood West List Station and Forcemain project to pre-procure long lead items that can affect the overall project schedule, and 2) changes to the access drive location on the lift station site generated large increases in impervious cover, which will impact the drainage and water quality design, 3) it's necessary to perform additional environmental and cultural resources services due to Travis County permitting requirements.

The pre-procurement services are for the necessary plans and specifications to bid the following items: diesel generator package; automatic transfer switch; lift pump control panel; SCADA panel; and two additional electrical panels for other operations. This scope includes document preparation of front-end documents, specifications, relevant plans for use in advertising, bidding, contract award, and material purchase for the City of Pflugerville to acquire for the future contractor to use.

This drainage scope of services includes pre and post development hydrologic and hydraulic (H&H) analysis and the detention pond design if needed due to proposed development. It was previously assumed that the site in which the lift station was to be located was to be developed accounting for the additional impervious cover and detention pond controls, which is typical on land development sites. The scope also includes water quality design for the proposed development to meet County's requirements.

Scope of Services – Basic Services

Task 1 - Pre-Procurement Services

- a) Review meetings. In order to develop the technical scopes of work and technical specifications, Kimley-Horn shall conduct review meetings with the City staff.
 - o Assumes three (3) purchasing meetings
- b) Kimley-Horn and team shall prepare up to six (6) technical scope of work and technical specifications that City of Pflugerville will include in procurement documents prepared by City of Pflugerville Purchasing Department, and issue to issue to potential bidders, for the Cottonwood West Lift Station project. These are for diesel generator package; automated transfer switches; lift pump control panel; SCADA panels, and two additional electrical control panels. See the attached Cleary Zimmerman scope of services for additional information on the technical specifications. Kimley-Horn shall also prepare standard front-end documents provided by the City of Pflugerville for use in bidding this project.
 - o Prepare front-end documents
 - o Bid Form
 - o Technical specifications
- c) Kimley-Horn shall provide the following deliverables to the City of Pflugerville:
 - o PDF copy of the latest (90% or 100%) completed technical scopes of work and technical specifications.

- d) Pre-Bid Meeting for Pre-Procurement
 - Attend a pre-bid meeting
- e) Bid and Contract Services

In additional to the technical scope of work and technical specifications, Kimley-Horn shall provide the following services for the project:

 - Provide Addenda Revisions and questions responses as required.
 - Evaluate proposals, bids, and qualifications.
 - Prepare award recommendation letter.
 - Address contractor/vendor questions.
 - Provide a no exceptions taken for submittals if they meet the provided specifications.

Task 2 – Lift Station Design

In addition to the original scope of services. Kimley-Horn shall provide hydrologic and hydraulic analysis and drainage plan sheets and design by following the City of Pflugerville Engineering Design Manual as described below. These assume 2 submittals for review.

- a) Drainage map delineation (2 sheet)
- b) Drainage report
- c) Sizing roadway ditch (2 sheets) – this assumes the ditch can be designed using plan view grades and a typical section. This does not include plan and profiles for the ditch or cross section station sheets.
- d) QA/QC
- e) Plan revisions including updating EnS sheets and access road sheets.

Task 3 - Subconsultant Services – See the attached scope of service for the following sub-consultants.

- a) Cleary Zimmermann – Providing equipment selections and specifications for the electrical equipment as noted in deliverables.
- b) HDR – Providing additional cultural resource work to complete a full Environmental Resource Inventory (ERI) to the proposed project.

Assumptions and Exclusions

1. This assumes that water quality controls will not be required for design, outside of a vegetative filter strip.
2. This proposal assumes that the landowner will agree to the location of the detention pond being contiguous to the lift station site. If the detention pond location is not agreed to, then this could be additional services.
3. This proposal assumes the Engineer will provide up to six (6) bid items, as we understand those to be long lead items. The Engineer has no control over supply chain or material shortage. Products not listed in this scope could cause schedule delays.
4. The intention of the pre-procurement is to help the construction schedule by pre-procuring long lead time equipment and materials for the Cottonwood West Lift Station contractor to use. It is assumed that the City of Pflugerville will be responsible for the handling, hauling, and storage of the required equipment and materials for future contractor to use.
5. This proposal assumes that the materials being pre-procured for construction will remain the same and not need to be changed or modified due to future, unknown, or unforeseen design

or location changes. Such changes that can impact the pre-procured materials could be modifying the forcemain alignment significant enough to affect the pumps and electrical requirements; landowner requests in shifting the lift station site; landowner refusing to allow the lift station site; differing access locations; or other unforeseen changes or challenges made to the project. These are outside of the control of the engineer, and the engineers on the project are making recommendations based on the current design and use of the site.

Original Professional Service Agreement = \$1,285,932.08

Total Add Service #1 = \$0.00

Total Add Service #2 = \$119,462.50

Total under Supplement Agreement #2 = \$1,405,394.58

Key Deliverable Dates/Milestone

NTP	- September 1, 2023
Pre-Procurement Submittal	- December 30, 2023
Bid Phase	- February 1, 2023
Construction Phase	- April 1, 2024

Add Services Proposal for Engineering Services

07/18/2023

Mr. Lance Parish, PE (TX)
Kimley-Horn
10814 Jollyville Road, Avallon IV, Suite 200
Austin, Texas 78759

Mr. Parish,

As a registered professional engineering firm with licensed professional engineers who are proficient in their practices, CLEARY ZIMMERMANN ENGINEERS, LLC ("CZ") hereby proposes to serve as your creative engineering partner for your project. The details of your project as we understand them are described hereafter (the "Project"), as well as the specific services we will provide as a consultant for the Project.

Project Details

Project Name

Pflugerville Cottonwood West Lift Station

Estimated Const. Cost

To be determined

Approximate Project Location

17409 Cameron Road
Pflugerville, TX 78660

Design Schedule

To be determined

Construction Period

To be determined

Scope of Work

The project scope is understood to consist of preparation of the electrical equipment/item specifications for inclusion into the pre-procurement documentation. The scope of work above does not include the following items:

- Front end pre-procurement documentation preparation.
- Lift pump equipment
- Odor control equipment and control panel.
- Potable water equipment and starter.

Basic Services

Assessment

CZ shall provide equipment selections and specifications for the electrical equipment as noted in deliverables.

Design

None

Meetings

One (1) local, in-person meeting is included. This meeting may be utilized for review, coordination, budgeting, or any other planning purpose.

Tele/video conferences will not be limited.

Any other additional meetings will be billed on an hourly basis per the Hourly Rate Schedule.

Deliverables

Equipment included in pre-procurement package:

- Diesel Generator package
- Automatic Transfer Switch
- Lift Pump Control Panel
- Scada Panel
- Panel "A" (600V, 600A, 3ph, 3W, 65KAIC, Distribution panel in NEMA 4X Stainless Steel enclosure)
- Panel "B" (30KVA combination transformer/panelboard in NEMA 3R Stainless Steel enclosure)

Bidding/Permit Assistance

Engineer shall assist during the bidding process by responding to owner/manufacture questions during the bidding process and evaluating bids.

Construction Administration

None

Site Visits

None

Compensation for Services

Fees

CZ's compensation for performing the services described herein will be on a lump sum basis as follows:

BASIC SERVICES	FEE
Pre-procurement package preparation	\$4,100
Bidding assistance	\$1,100

Reimbursable Expenses

Engineer shall be reimbursed by the Client for reproductions, travel expenses and delivery services at 1.05 times net cost; for mileage to/from the Project site at 1.05 times the current rate published by the Internal Revenue Service; and for plotting and printing at \$9 per full-size sheet and \$0.10 per letter-size sheet.

Invoice Progression

Unless otherwise noted, CZ will invoice for services rendered per the following schedule:

SERVICES

PER
 Design Phase
 Bidding/Permitting
 Construction Phase
 Site Visits

SCHEDULE

Upon completion of each Deliverable milestone
 Upon completion of each Deliverable milestone
 Upon completion
 In aggregate, once per month
 In aggregate, once per month

Services Not Included

Services related to environmental remediation	Site utility design, including domestic water, sewer, storm drainage and natural gas; and site fire protection design or analysis (access drives, hose lay, etc).
Services related to environmental studies or remediation.	Design services due to a change in scope of Basic Services.
Design of bid alternates or multiple bid packages.	Design services due to Change Orders requested by the Client during construction.
Engineering studies of alternative systems and equipment locations.	Economic analyses, including life cycle cost.
Record drawing generation from contractor's red-lined field notes.	Value engineering design services after approval of the 60% Preliminary Construction Documents.
SCADA Programming Services	

Agreement

Excluding any services with strikethrough and initials in the Fees paragraph, I hereby accept this proposal and enter into a binding agreement with CZ comprised of this Proposal for Engineering Services, the attached Exhibit A, Hourly Rate Schedule, and the attached Exhibit B, Terms and Conditions.

Respectfully submitted,



CONNER B. STURDIVANT, PE, PENG,
 SENIOR ENGINEER
 CLEARY ZIMMERMANN ENGINEERS, LLC

By: _____

LANCE PARISHER, PE (TX) (Date)
 KIMLEY-HORN

Exhibit A – 2023 Hourly Rate Schedule

Division		Rate
Design	Principal	\$275
	Electrical Engineer	\$215
	Technology Design Consultant	\$210
	Mechanical Engineer	\$210
	Mechanical Designer	\$165
	Electrical Designer	\$175
	Plumbing Designer	\$160
	Construction Inspector	\$160
	Modeling Technician	\$135
	Commissioning	Principal
Project Manager		\$195
Mechanical Engineer		\$210
Electrical Engineer		\$215
Field Technician		\$160
SCADA	SCADA Engineer	\$250
Administration	Clerical	\$115
	Accounting	\$165
Expenses	Cost plus 10% unless otherwise noted	
*Rates are subject to annual review.		

Exhibit B - Terms and Conditions

Work Authorization. Work will commence upon receipt of the executed Proposal for Engineering Services, or upon written direction to proceed with any of the proposed services and with such authorization, Client agrees without limitation to all provisions, terms, and conditions of the Proposal for Engineering Services.

Invoicing and Payments. CZ may invoice Client for services and reimbursable expenses monthly, at minimum, based on work progress or on a schedule that is congruent with design submissions. Client shall make payment in full within ten days of receipt of payment from the owner in a prime/consultant arrangement (pay when paid), or within thirty days if CZ is contracted directly with the project owner. Balances outstanding for forty-five (45) days or longer will be subject to a fee due to CZ of one percent per month.

Liability Limitation. The total liability CZ and its subconsultants bears to Client for any and all injuries, claims, losses, expenses or damages whatsoever from cause or causes, including negligence, errors or omissions, will not exceed the total compensation to CZ; and CZ will not be liable in any event for special, punitive, incidental, or consequential damages.

Document Ownership. Drawings and documents produced in any form, to include printed or digital media, are instruments of service and are the property of CZ; such instruments of service will not be changed, altered or used for any purpose beyond the scope of this project without written consent from CZ. Client agrees to indemnify CZ, its employees and subconsultants from all claims, damages, and losses arising from unauthorized use.

Cost Estimates. Any construction cost estimate prepared by CZ is based on CZ's professional judgement and experience and is intended to provide an order of magnitude frame of reference. CZ does not warrant that any such cost estimate will not vary from actual market conditions.

Construction Administration. Compensation for construction administration services applies to construction that is continuous, uninterrupted, and performed in reasonable time with the same contractor and subcontractors. CZ will be due additional compensation if construction stops and demobilizes, and later starts again; or if the contractor or a subcontractor is replaced.

Submittals. Failure of Client to provide equipment and material submittals for review in a timely manner, to notify

CZ of progress, or to request periodic inspections or site visits will not relieve Client of the payment obligation for construction administration services.

Professional Credit. CZ has the right to include representations of the project design, including exterior and interior photographs, functional details, and the name of the owner in CZ's marketing materials, including our website, promotional materials, and professional publications.

Successors and Assigns. Neither CZ nor the Client will assign this Agreement or any right or cause of action arising out of this Agreement or the performance of obligations hereunder without the written consent of the other.

Termination. This Agreement, in whole or in part, may be terminated by either party upon not less than seven (7) days written notice should the other party fail substantially to perform in accordance with the terms of this Agreement. Client shall compensate CZ for services performed and reimbursable expenses incurred prior to the termination date.

Site Visits. Site visits to the project site may be performed by a licensed engineer or by a person with relevant experience in the construction of trades being observed.

Entire Agreement. This Agreement, including exhibits and amendments, contains the entire agreement between Client and CZ as it pertains to this project. No oral statements or other prior written correspondence will be of any force or effect. This Agreement may only be amended in writing by both Client and CZ.

Severability. If any provision of this Agreement is held to be illegal, invalid, or unenforceable, such provision will be severable, and all remaining provisions will remain in full force and effect.

Governing Law. This Agreement shall be governed by the laws of the State of Texas and the venue for any action under this agreement shall be in the County of Bexar.

No Warranty. CZ makes no warranty, expressed or implied, for opinions, tests, recommendations, professional advice, plans, specifications, or designs. CZ has endeavored to perform services in a manner consistent with practices common to the practice of professional engineers in the same locality, of the same nature, and under similar circumstances. CZ, nor any of CZ's employees or subconsultants have any fiduciary responsibility to Client.



October 18, 2023

Mr. Lance Parisher, P.E.
Kimley-Horn
10814 Jollyville Road, Campus IV, Suite 200
Austin, TX 78759
Via email: Lance.Parisher@kimley-horn.com

Re: Proposed Scope and Fee for Additional Environmental and Cultural Services – City of Pflugerville, Cottonwood West Lift Station and Force Main

Dear Mr. Parisher,

HDR Engineering, Inc. (HDR) is submitting this proposed additional scope of work and cost estimate as a change order for the current task order to conduct environmental and cultural resources services related to the City of Pflugerville’s Cottonwood West Lift Station and Force Main Project (“Cottonwood West Project”). HDR’s additional scope of work is based on our understanding of the Travis County October 10, 2023, meeting and September 2023 emails provided by Kimley-Horn (KH) about needing to submit a full Environmental Resource Inventory (ERI) for the proposed project. Additional cultural resource work is also required due to alignment changes and requests from the Texas Historical Commission (THC).

Proposed Updated Project Description

The City of Pflugerville (City) has contracted with KH, as prime consultant to design the Cottonwood West Project. The City is planning to construct a new lift station on an approximately half-acre site, a 3,162 linear feet (LF) access road, and install approximately 6,222 LF of new force main in Travis County, Texas. The project area is estimated to include a cumulative total of approximately 22 acres based on an approximate 100-foot-wide study corridors for permanent rights of way and temporary construction access. The project area was confirmed by KH on October 13, 2023. Since multiple alignment changes have occurred throughout the life of the project, we have included additional fee.

HDR’s proposed additional scope of work consists of the following tasks to provide the environmental and cultural services to support KH.



Proposed Additional Scope of Services

Task 1: Travis County Environmental Resource Inventory

HDR will visit the site to execute the tasks below to support the preparation of the Environmental Resource Inventory.

1.2.1 Critical Environmental Features

Critical Environmental Features (CEF) Survey: HDR will conduct a survey for CEFs within and 150 feet around the updated project area. The field findings will be summarized in a field work memo and will be incorporated into the ERI noted in the task below. CEFs identified in the field will be located using a handheld Global Positioning System device and will be photographed, described, and delineated as necessary.

1.2.2 Vegetation/Habitat Assessment

HDR will complete a vegetation assessment by recording the dominant plant species observed within the project area. The project area will be evaluated for state and federally listed Threatened and Endangered Species potential habitat, including a review of U.S. Fish and Wildlife Services (USFWS) Information for Planning and Consultation (IPaC) and Texas Parks and Wildlife Department (TPWD) Rare, Threatened, and Endangered Species of Texas lists for Travis County.

1.2.3 Hydrogeologic Setting Review

HDR will conduct a hydrogeologic setting review by observing and collecting data on the site-specific geologic and hydrologic conditions, including topography, bedrock type, soils, structural geology, surface water, and floodplains.

1.2.4 Delineation of Waters of the U.S. (WOTUS)



The proposed alignment crosses potential hydrologic features. HDR will conduct an on-site delineation of potential waters of the U.S. (WOTUS). HDR will delineate the ordinary high-water mark (OHWM) of potentially jurisdictional streams. The delineation will be performed consistent with the 1987 Corps of Engineers Delineation Manual and 2010 Great Plains Regional Supplement. WOTUS will be defined in accordance with the guidance from the USACE effective at the time of the survey. The limits of the WOTUS will be recorded using a sub-meter GPS. Coordination with the U.S. Army Corps of Engineers (USACE) for a Preliminary or Approved Jurisdictional Determination or a permit application is not included in this scope.

1.4 Travis County Environmental Resource Inventory (ERI) Report

Based on emails and a meeting with David Kemp and David Peyton, a Travis County ERI will be required for the project. Using the field data collected in the tasks above, HDR will prepare an ERI. Unlike City of Austin ERIs, a template is not provided for a Travis County ERI. The Travis County ERI checklist will be submitted with required attachments after it is reviewed by KH. Wetland data forms and maps showing where the wetland data points were taken will also be included.

Task 2: Project Management and Alignment Changes

Multiple alignment changes have occurred since the original scope of services / task order. HDR will update previously developed figures and documents to incorporate these changes. HDR will provide additional project management tasks, such as attendance at meetings, invoicing, emails, and calls, that are required due to additional phone calls, internal and external meetings, longer schedule, and coordination that has been required on this project exceeding what was originally expected.

Task 3: Archeological Resources Evaluation

As a result of the previous coordination with the THC conducted by HDR on behalf of KH, the THC has required an archaeological survey of the eastern segment of the proposed project area, as well as an analysis of Light Detection and Ranging (Lidar) imagery where the project crosses a National Historic Trail.

HDR archeologists, who meet the Secretary of the Interior's Professional Qualifications Standards (36 CFR 61), will draft an archaeological scope of work and permit application based on the results of the previously completed desktop research. Once a THC Antiquities Permit has been obtained, HDR will perform an archaeological investigation to determine



the presence/absence of archaeological resources within the project area as per the Antiquities Code of Texas (13 TAC 26) and to evaluate identified resources for their eligibility for inclusion in the National Register of Historic Places (NRHP) or as a designated State Antiquities Landmark (SAL). A Final Report will be prepared in compliance with the guidelines published by the Council of Texas Archeologists, the THC, and the Secretary of the Interior's Guidelines.

Task 3 Deliverable:

A draft archaeological survey report prepared in compliance with the guidelines published by the Council of Texas Archeologists, the THC, and the Secretary of the Interior's Guidelines will be submitted to KH electronically within 45 days of field survey completion. One round of KH and agency comments is included in the current scope of work.

Key Understandings / Assumptions

1. This scope of work does not include preparation of a Pre-Construction Notification (PCN), Section 404 Individual Permit application, Preliminary or Approved Jurisdictional Determination or coordination with the USACE.
2. Coordination or consultation with any federal or state agencies (other than THC) is not included in this scope of work. Should this be required, it could be conducted under additional scope.
3. HDR and KH anticipate the project can be designed to meet nationwide permit conditions without mitigation; therefore, a Texas Rapid Assessment Method (TXRAM) evaluation is not included.
4. HDR assumes that any stream or water crossings will be avoided through routing or installed using boring or other trenchless methods.
5. The final project area will be provided by KH at notice to proceed (NTP) for this additional scope of work. If changes in the review area occur after NTP on the additional scope of work described herein, HDR will submit a separate scope and budget to KH for consideration.
6. Species-specific presence/absence surveys or coordination with USFWS or TPWD for protected species is not included in this scope of work. If it is determined that presence/absence surveys or coordination with USFWS or TPWD are required for this project, HDR will submit a separate scope and budget to KH for consideration.



7. Species which are listed only as species of greatest conservation need by the State of Texas will not be included in the determination.
8. A review of hazardous materials or preparation of a Phase I Environmental Site Assessment is not included in this scope of work. If needed, HDR will submit a separate scope and budget to KH for consideration.
9. This scope of work does not include Geologic Assessment, Water Pollution Abatement Plan, or other tasks associated with identifying or protecting habitat for federally listed karst invertebrates.
10. HDR assumes no federal funding or Texas Water Development Board funding will be used for this project.
11. HDR assumes the proposed project area includes existing right of way in addition to proposed easements. HDR assumes KH or the City will coordinate access for one environmental and one cultural site visit. Multiple site visits for each task are not included.
12. HDR assumes compliance with the Antiquities Code of Texas is required.
13. HDR assumes compliance with Section 106 of the National Historic Preservation Act is not required because the proposed project does not have a federal nexus.
14. HDR assumes one mobilization for archaeological fieldwork and that right of entry will be granted to all parcels at the time of survey.
15. HDR assumes one archaeological site no larger than 0.5 acre will be recorded. When archaeological sites are identified, their delineation will not extend beyond the project area boundaries. If additional sites are located, their recordation would be covered under a scope amendment.
16. Costs for the analysis of up to 50 artifacts have been included in the current proposal. Should analysis of additional artifacts be necessary, additional funding will be required.
17. NRHP/SAL testing or mitigation is not included in this cost estimate.
18. HDR assumes no deep testing will be required.
19. HDR assumes no historic resources will be recorded as part of the survey.
20. HDR assumes no human burials will be encountered. If human burials are encountered, burial exhumation, osteological analysis, and reporting would be covered under a scope amendment.



21. No archival research is included in this cost estimate.
22. No specialized collections, such as flotation or radiocarbon samples, will be undertaken as part of this work.
23. Any delays due to changes in the alignment, inclement weather, or parcel access issues may increase field costs and result in supplemental fee requests.
24. Any modification to the scope of services mandated by regulatory authorities will necessitate an updated scope and fee estimate.
25. HDR will not complete a tree survey for the ERI. HDR assumes Travis County will not have extensive comments or additional regulation changes that require revision or additional data gathering for the ERI. Only one round of addressing minor comments to the ERI are included (i.e., no more than four hours). If additional effort is required, it will require additional scope and fee.
26. Project management tasks, such as biweekly team calls, internal coordination, invoicing, and coordination with KH, is assumed to occur throughout the additional four - six months added on to the original project timeline.
27. This proposal and cost estimate are valid for 90 days.

Fee Estimate

HDR's fee for the tasks herein is **\$43,450**. The fee is submitted as a not-to-exceed estimate to be invoiced on a time and materials basis. Rates for the invoicing are based on the rate schedule included in Exhibit A.

Prior to exceeding the not-to-exceed amount for each task, HDR will provide written justification for the increased costs, an amended scope of work, and a request for authorization of additional fee.

HDR proposes to conduct the services in accordance with the attached Terms and Conditions for Professional Consulting Services negotiated between KH and HDR dated February 2, 2023.

If you have questions, please contact Bonnie Doggett, our proposed Project Manager, at (512) 912-5100 or at bonnie.doggett@hdrinc.com at your earliest convenience.



Sincerely,
HDR Engineering, Inc.

Todd C. Warrix, PE
Vice President

Bonnie Doggett
Environmental Project Manager

Enclosures



Exhibit A

HDR's Proposed Rate Schedule (Effective April 4 through December 31, 2023)

PERSONNEL

HDR Engineering, Inc., proposes to provide the services described in this proposal on an hourly professional fee basis according to the rates scheduled below:

Project Role / Personnel Category	Billing Rate Range
Project Principal	\$240.00 - \$275.00
Senior Environmental Professional / QC Reviewer	\$210.00 - \$245.00
Senior Cultural Principal Investigator / QC Reviewer	\$200.00 - \$230.00
Project Manager	\$185.00 - \$225.00
Env Scientist III	\$140.00 - \$170.00
Env Scientist II	\$110.00 - \$130.00
Env Scientist I	\$90.00 - \$110.00
Environmental Technician	\$ 75.00 - \$ 95.00
Sr. Archeologist / Principal Investigator	\$135.00 - \$165.00
Sr. Historian	\$150.00 - \$175.00
Staff Historian	\$95.00 - \$135.00
Archeologist II / Crew Chief	\$85.00 - \$110.00
Archeologist I / Historian I	\$65.00 - \$90.00
Sr. GIS Analyst	\$120.00 - \$140.00
GIS Analyst II	\$100.00 - \$125.00
GIS Analyst I	\$ 80.00 - \$ 95.00
Project Accountant	\$100.00 - \$125.00
Technical Editor / Project Coordinator	\$100.00 - \$125.00
Administrative Assistant	\$70.00 - \$100.00

Note: Unless negotiated in a project-specific contract or task order, the invoice rate will be based on a multiplier of 3.25 times actual labor rates.

TRAVEL, MEALS & INCIDENTAL EXPENSES

All travel expenses, including lodging, are invoiced at actual cost. Per diem for meals will be billed at a flat rate of \$45.00 per day or the applicable GSA daily rate for projects with overnight stay. Cost of mileage for company-owned or personal vehicles is computed at the GSA rate which is \$0.655 per mile as of April 4, 2023. Rental automobiles and fuel costs for same will reflect actual costs to the firm. GPS units and GNSS receivers are billed at a rate of \$100.00 per day. Rented or leased equipment including drones and ATVs are invoiced at actual cost. Copies will be billed at the rate of



\$0.07 per page for black & white letter, \$0.15 for color letter, and \$0.30 for color 11 in x17 in. Color plots are charged at HDR's contract rates.

PURCHASED SERVICES

All purchased services are invoiced at actual cost. These include, but are not limited to, reproduction, technology, consultants, subcontract services, delivery, postage, and expendable supplies.

TERMS

Invoices are submitted monthly for all services rendered during the previous month and are payable "Net 30 days." Past Due invoices will be subject to a 1.5% fee per month not to exceed 18% per annum. Negotiated invoicing terms in a contract will supersede the terms in this section.

Addendum to ATTACHMENT B

Project Name: Cottonwood West Lift Station and Force Main
 Prepared By: Kimley-Horn and Associates, Inc.

Task # Subtask Number	Task Name Subtask Name/Description	Assumptions/Notes	Direct Labor (Person-Hours)										Sub Consultants (\$)	Misc. Direct Expense (\$)		
			Senior Prof II	Senior Prof I	Prof IV	EIT	Analyst	Project Controller	Admin	Labor Total (hours)						
1	Pre-Procurement															
a	Procurement meetings (Assuming 3)															
b	Pre-Procurement Preparation															
c	Bid Documentation preparation															
d	Pre-Bid meeting for Pre-Procurement															
e	Bid Support for Pre-Procurement															
	Task Total (Hours)															
	Task Total (Dollars)															
2	Lift Station Design															
a	On-site and Off-site drainage study															
b	Drainage Report															
c	Access Road and Drainage plans															
d	QA/QC															
e	Plan Revisions															
f	Preparing additional submittal package															
	Task Total (Hours)															
	Task Total (Dollars)															
3	Subconsultants															
a	Clary Zimmermann	With 5% Markup														\$5,460.00
b	HDR	With 5% Markup														\$45,622.50
	Task Total (Hours)															
	Task Total (Dollars)															\$51,082.50
	Reimbursable Expenses															
	Mileage	Pre-bid meeting, meeting with owner (assuming 3)														\$2.00
	Task Total (Dollars)															\$2.00
	KIMLEY-HORN TOTAL (Hours)															
	KIMLEY-HORN TOTAL (Dollars)															
	SUBCONSULTANT (Task 6)															
	Miscellaneous Direct Expenses															\$200.00
	GRAND TOTAL															\$119,462.50