

**PROFESSIONAL SERVICES AGREEMENT
FOR
HIGHLAND PARK 30/24-INCH INTERCEPTOR**

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 Kimley-Horn and Associates, Inc. (“Consultant”), both of which may be referred to herein singularly as “Party” or collectively as the “Parties.”

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

I. DEFINITIONS

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

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

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

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

II. TERM

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

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

III. SCOPE OF SERVICES

Consultant agrees to provide the services described in this Article III entitled Scope of Services in exchange for the compensation described in Article IV. Compensation. Scope of Services are detailed in *Attachment A* which are incorporated by reference as if written and copied herein.

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

may withhold payment for any unsatisfactory work, as stated herein, even should City elect not to terminate.

IV. COMPENSATION TO CONSULTANT

4.1 In consideration of Consultant's performance in a satisfactory and efficient manner, as determined solely by City Manager, of all services and activities set forth in this Agreement, City agrees to pay Consultant an amount not to exceed two-hundred ninety-seven thousand, one-hundred twenty-two dollars and no cents (\$297,122.00) as total compensation, to be paid to Consultant as further detailed in *Exhibit B*.

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: Patricia Davis, P.E.
City Engineer
P.O. Box 589
Pflugerville, Texas 78691

If intended for Consultant, to: Kimley-Horn and Associates, Inc.
Attn: Sean Mason, P.E.
2600 Via Fortuna, Terrace I, Suite 300
Austin, TX 78746

IX. INSURANCE

9.1 Prior to the commencement of any work under this Agreement, Consultant shall furnish copies of all required endorsements and an original completed Certificate(s) of Insurance to the City, which shall be clearly labeled “*Highland Park 30/24-inch Interceptor*” in the Description of Operations block of the Certificate. The original Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept Memorandum of Insurance or Binders as proof of insurance. The original certificate(s) or form must have the agent’s original signature, including the signer’s company affiliation, title and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer’s authorized representative to the City. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the City. No officer or employee, other than the City Attorney, shall have authority to waive this requirement.

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

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

City of Pflugerville

Insurance Requirements

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

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

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

Type of Insurance	Amount of Insurance	Provisions
Commercial (Public) Liability to include 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		
Contractual Liability		
Business Auto Liability	1,000,000 combined single limit	City to be provided a waiver of subrogation
Workers' Compensation & Employers Liability	Statutory Limits 1,000,000 each accident	City to be provided a waiver of subrogation
Professional Liability	1,000,000	

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

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

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

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

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

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

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

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

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

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

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

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

X. INDEMNIFICATION

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

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

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

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

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

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

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

XI. ASSIGNMENT AND SUBCONTRACTING

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

11.2 It is City's understanding and this Agreement is made in reliance thereon, that Consultant intends to use the following subcontractors in the performance of this Agreement: Half Associates, Rock Engineering & Testing, RIOS Group, and Cox|McLain Environmental Consulting 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 ventures 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; and (ii) will not boycott Israel during the term of the contract. (Texas Government Code, Chapter 2270.002) by accepting this rider, the Consultant hereby verifies that it does not boycott Israel, and agrees that, during the term of this agreement, will not boycott Israel as that term is defined in the Texas Government Code, Section 808.001, as amended. Further, the Consultant hereby certifies that it is not a company identified under Texas Government Code, Section 2252.152 as a company engaged in business with Iran, Sudan, or Foreign Terrorist Organization.

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

**CITY OF
PFLUGERVILLE**

**KIMLEY-HORN AND ASSOCIATES,
INC.**

(Signature)

(Signature)

Printed Name: Sereniah Breland

Printed Name: Sean Mason, P.E.

Title: City Manager

Title: Assistant Secretary

Date: _____

Date: _____

APPROVED AS TO FORM:

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

Attachment A

Highland Park 30/24-inch Interceptor Scope of Services

Project Understanding

The Consultant shall provide all labor, material, and equipment necessary to provide project management, analysis/routing and conceptual design, preliminary design, final design, bid phase services, construction phase services, and permitting services (the “Services”) for the construction of the a wastewater project identified in the City of Pflugerville Wastewater Master Plan as the Highland Park 30/24-inch Wastewater Interceptor project (the “Project”). The Consultant shall design the following infrastructure:

- Highland Park 30/24-inch Interceptor
 - Approximately 3,700 linear foot (“LF”) of 30/24-inch diameter wastewater interceptor that will connect to the SH-130 Wastewater interceptor starting construction in 2020. The Highland Park Interceptor project includes a new segment of interceptor and replacement of approximately 1,500 linear feet of existing 24” wastewater interceptor that will facilitate the decommission of the Highland Park Lift Station.

Task 1 – Design Management and Data Collection

Design Management

The Consultant will manage the design and work associated with the work described in subsequent sections and provide the following communication and reporting:

- Monthly Email Progress Reports
- Monthly Invoicing

Communication and reporting is based on an assumed twenty-four (24) month project duration.

The Consultant will prepare for and attend meetings with the City, to the extent requested by the Client and budgeted for in this agreement. The following task meetings are anticipated:

- Project Kick-Off Meeting
- Up to three (3) progress meetings

Task Deliverables:

- Meeting Minutes for each meeting attended.

Data Collection

The City will be responsible for making the following data available in the vicinity of the projects for the Consultant:

- Client Provided Data Collection
 - Client GIS Data
 - Storm
 - Sewer
 - Water
 - High resolution aerials photography
 - Lidar Contours
 - Roadway Master Plan alignments
 - Client Record Drawings
 - Water
 - Wastewater
 - Storm
 - Roadway? Including illumination
 - Development plans
 - Client Master Plans
 - Wastewater
 - Water
 - Roadway
 - Park/trail
 - Land Use Assumptions
 - Upstream of the proposed interceptor provide:
 - Existing and proposed land use assumptions for the Central and Revised Central wastewater basins.
- Franchise Coordination by Consultant
 - The Consultant will prepare a data request email notifying each organization, listed below of the proposed project. Consultant will attempt to collect information from the utilities listed:
 - Atmos Energy
 - ATT
 - Oncor

Task 2 – Analysis, Routing, and Conceptual Design

- Wastewater Capacity Analysis: Based upon the information obtained from Task 1, prepare a wastewater analysis for the proposed wastewater interceptor improvements sizing and capacity.
 - Land Use Assumptions (City to Provide)
 - The City will provide an exhibit and tabulated summary of existing and proposed land uses and LUEs that would flow in to the proposed Highland Park Interceptor. The land use will be broken up by Central and Revised Central service areas as defined by the current Draft Wastewater Master Plan. and proposed land use based on each of the sewer basins Central
 - Wastewater Flow Projections and Interceptor Sizing Table
 - The Consultant will provide wastewater flow projections based on the City provided land use assumptions utilizing City design criteria.
 - The Consultant will recommend a wastewater interceptor sizing based on projected wastewater flows and anticipated slope of interceptor determined during the routing and conceptual design.
- Routing and Conceptual Design: Based upon the information obtained from Task 1, the Consultant shall perform a routing and conceptual design services for the Project described herein.
 - The Consultant shall conduct a routing study for the alignment including up to two (2) possible routes for the wastewater interceptor.
 - The Consultant shall consider the following Project elements in the route and conceptual design:
 - Wastewater size and replacement extents;
 - probable construction cost;
 - coordination, permitting, and stakeholders;
 - accessibility for maintenance;
 - easement and ROW requirements;
 - non-utility obstructions;
 - constructability and construction type (open cut, trenchless, and proposed trenchless construction technology when applicable);
 - The Consultant shall prepare draft alignment exhibits for the Project for review with the City. The exhibits shall contain the proposed and recommended alignments of the proposed interceptor, approximate property boundaries, and significant routing features, such as trenchless construction, tree/landscaping impacts, obstructions, and other impacts identified during the routing process, along the proposed routes. The exhibit shall be prepared in GIS with the data received from the City. Upon receiving comments from the City, the Consultant shall revise the draft alignment exhibit to create a final alignment exhibit and shall submit it to the City via email.

- The Consultant shall schedule a constructability and routing field visit with the City's Project Manager to review the proposed alignments. The Consultant shall summarize comments from the field visit and submit this information via email to the City's Project Manager.
- Opinion of Probable Construction Cost (OPCC) – The Consultant will prepare an opinion of probable construction cost for each alignment. The Consultant has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided are based on the information known to Consultant at the time and represent only the Consultant judgment as a design professional familiar with the construction industry. The Consultant cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.

Task Deliverables:

- Three (3) hard copies of the wastewater flow projections and interceptor calculations
- Three (3) hard copies and a PDF of the draft routing and conceptual design exhibits and OPCC
- Three (3) hard copies and a PDF of the final routing and conceptual design exhibits and OPCC

Task Meetings

- Field Visit
- Review Meeting

Task 3 – Preliminary Design

After route confirmation with the City and obtaining right of entry (ROE), the Consultant shall provide on the ground survey for the proposed route.

- Survey (Subconsultant: Halff and Associates, Inc.)
 - Design Survey
 - On the ground survey
 - Topo survey along the proposed route along the alignment for width up to 50'.
 - Existing manholes, valves, inlets, road, poles, driveway connections, and other observable above ground existing structures will be located within the project area.
 - Establish control points along the route
 - Easement Documents
 - Property descriptions for each easement to be acquired will consist of a metes and bound description and a drawing of the property
 - Assumptions:
 - Easements on four (4) properties including a permanent and temporary construction easement for eight (8) total easement documents.

- Geotechnical Analysis – (Subconsultant: Rock Engineering & Testing Lab, Inc.) The Consultant will perform a geotechnical analysis of the proposed wastewater alignment utilizing a geotechnical laboratory to determine subsurface conditions and make recommendations regarding tunneling, embedment, backfill and excavation parameters. The geotechnical analysis will include the following:
 - Subsurface exploration including up to five (5) sample bores at various locations and depths along the proposed line.
 - Laboratory tests for classification purposes and strength characteristics.
 - Engineering services that address soil and groundwater conditions for proposed horizontal boring locations.
 - Prepare a geotechnical report that presents the results of the field and laboratory data as well as analysis and recommendations. The data contained in the geotechnical report will be made available to contractors during the bidding process for information purposes.
- Easement Boundary Sketches – The Consultant will prepare easement layouts to the surveyor based on the proposed permanent and temporary easements required. Eight (8) or less permanent or temporary easements are assumed.
- Preliminary Plans – The Consultant will prepare Preliminary plans for the wastewater lines. These plans will be prepared on 22"x34". Plans will consist of:
 - Cover Sheet
 - Project Notes and Sheet Index (1 Sheet)
 - Project Control Sheet (2 Sheets)
 - Tree Removal Plan (1 Sheet)
 - Lift Station and force main Abandonment Plan (2 Sheet)
 - Bypass Pumping plan (1 Sheet)
 - Project Access and Easement Plan (1 sheet)
 - Wastewater Plan Sheets, plan and profile at 22"x34" at 1"=40' (11"x17" at 1"=80') (4 Sheets)
 - Wastewater Detail Sheets (4 sheets)
- Preliminary Contract Documents – A Contract Documents table of contents based upon the Client's standard documents and requirements for public construction will be provided. In addition, draft special provisions and special specifications will be provided, if necessary.
- Opinion of Probable Construction Cost (OPCC) – The Consultant will prepare an opinion of probable construction cost for the project. The Consultant has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided are based on the information known to Consultant at the time and represent only the Consultant judgment as a design professional familiar with the construction industry. The Consultant cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.

Task Deliverables:

- Two (2) hard copies and a PDF of the geotechnical report
- Three (3) hard copies and a PDF of the preliminary plans
- Three (3) hard copies and a PDF of the OPCC

Task Meetings

- Preliminary Design Review Meeting
- Up to one (1) progress meetings to discuss specific design or coordination items associated with the projects

Task 4 – Final Design

- Subsurface Utility Engineering (Subconsultant: RIOS Group)
 - The SUE shall be performed in accordance with CI/ASCE 38-02.
 - Level A
 - Location (Test Hole) Services: Locating the horizontal and vertical position of the utility by excavating a test hole using vacuum excavation techniques and equipment. In performing locating (test hole) services Consultant will:
 - Excavate up to six (6) test holes to expose the utility to be measured in such a manner that insures the safety of the excavation and the integrity of the utility to be measured. Excavations will be performed using specially developed vacuum excavation equipment that is non-destructive to existing facilities. If contaminated soils are discovered during the excavation process, the Consultant will notify the Client. Obtain x,y and Z information at each test hole.
 - Level B
 - Location of underground utilities by obtaining two-dimensional (x,y) information obtained through the application and interpretation of non-destructive surface geophysical methods will be performed for the 1,000 linear feet of utilities in congested areas.
- 90% Plans – The Consultant will prepare 90% plans for the wastewater lines. These plans will be prepared on 22"x34". Plans will consist of:
 - Cover Sheet
 - Project Notes and Sheet Index (1 Sheet)
 - Project Control Sheet (2 Sheets)
 - Tree Removal Plan (1 Sheet)
 - Lift Station and force main Abandonment Plan (2 Sheet)
 - Bypass Pumping Plan (1 Sheet)
 - Project Access and Easement Plan (1 sheet)
 - Wastewater Plan Sheets, plan and profile at 22"x34" at 1"=40' (11"x17" at 1"=80') 4 Sheets)
 - Wastewater Detail Sheets (4 sheets)
 - Traffic Control Plans (4 Sheets)

- Erosion Control Plans (4 Sheets)
- 90% Contract Documents - Specifications will include technical specifications for materials and installation of the proposed facilities. The Contract Documents will be based upon the Client's standard documents and requirements for public construction.
- Final Plans and Contract Documents – The Consultant will prepare 100% plans and contract documents for the wastewater lines following the 90% review.
- Opinion of Probable Construction Cost (OPCC) – The Consultant will prepare an opinions of probable construction cost for the project for the 90% review and final design.

Task Deliverables:

- Two (2) hard copies and a PDF of the SUE log
- Three (3) hard copies and a PDF of the 90% plans, OPCC, and specifications
- Three (3) hard copies and a PDF of the 100% plans, OPCC, and specifications

Task Meetings

- 90% Design Review Meeting

Task 5 - Permitting

Consultant will provide permitting support for the Client to obtain agreements and/or permits normally required, as follows.

- Environmental Services (Subconsultant: Cox|MCLain Environmental Consulting, Inc.)
 - Archaeological survey and clearance through the Texas Historical Commission.
 - Wetland/water of the US Delineation & Permitting Evaluation
 - The Consultant will perform a site visit to assess potential waters of the US in the project area.
 - The Consultant will determine if the project will meet the conditions for authorization under a Section 404, Nationwide 12 permits and provide a memo summarizing the findings and the permitting evaluation.
 - Assumptions
 - Permitting through a nationwide 12 permit
 - Permit preparation will begin after approval of the conceptual Design.
 - Deliverables
 - Jurisdictional Determination Memo
- Texas Commission on Environment Quality (TCEQ)
 - The Consultant will submit wastewater plans to TCEQ in accordance with TCEQ 217.
 - Assumptions
 - One (1) submittal
 - Deliverables
 - TCEQ submittal letter

Task 6 - Bidding Services

It is anticipated that this project will contain one (1) set of Construction Documents. The Consultant will perform the following professional services for the bidding phase of the project:

- Bidding Tasks
 - Final Contract Documents – The Consultant will print and issue a PDF set of plans and specifications for distribution to the Client.
 - Notice to Bidders – The Consultant will prepare a notice to bidders and/or assist the Client with preparation.
- Pre-Bid Conference – The Consultant will attend a Pre-bid conference.
- Addenda – The Consultant will answer contractor questions during the bid process. The Consultant will issue addenda as required.
- Bid Opening – The Consultant will attend the bid opening, prepare a tabulation of bids, and assist with bid evaluation as needed.
- Recommendation for Award – The Consultant will prepare a letter with a recommendation for award.

Task Deliverables:

- Bid tabulation
- Recommendation for Award

Task 7 – Construction Contract Administration (CCA)

The estimated construction period and assumptions for the basis of establishing the Consultant's Fee for project is as follows:

- Duration: Up to ten (10) months
- Site Visits/Monthly Progress Meetings: Up to ten (10)
- Shop Drawings
 - Review of fifteen (15) shop drawings total

Consultant will provide the construction phase services specifically stated below:

- Pre-Construction Conference. Consultant will conduct [or attend] a Pre-Construction Conference prior to commencement of Work at the Site.
- Visits to Site and Observation of Construction. Consultant will make visits at intervals as directed by Client in order to observe the progress of the Work. Such visits and observations by Consultant are not intended to be exhaustive or to extend to every aspect of Contractor's work. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation. Based on information obtained during such visits, Consultant will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and Consultant will keep Client informed of the general progress of the Work.

- Consultant shall not, during such visits or as a result of such observations, supervise, direct, or have control over Contractor's work, nor shall Consultant have authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, nor for any failure of Contractor to comply with applicable laws and regulations. Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.
- Recommendations with Respect to Defective Work. Consultant will recommend to Client that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, Consultant believes that such work will not produce a completed Project that conforms generally to Contract Documents.
- Clarifications and Interpretations. Consultant will respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents to Client as appropriate to the orderly completion of Contractor's work. Any orders authorizing variations from the Contract Documents will be made by Client.
- Change Orders. Consultant may recommend Change Orders to Client, and will review and make recommendations related to Change Orders submitted or proposed by the Contractor.
- Shop Drawings and Samples. Consultant will review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.
- Substitutes and "or-equal." Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor in accordance with the Contract Documents, but subject to the provisions of applicable standards of state or local government entities.
- Inspections and Tests. Consultant may require special inspections or tests of Contractor's work as Consultant deems appropriate, and may receive and review certificates of inspections within Consultant's area of responsibility or of tests and approvals required by laws and regulations or the Contract Documents. Consultant's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Consultant shall be entitled to rely on the results of such tests and the facts being certified.
- Disagreements between Client and Contractor. Consultant will, if requested by Client, render written decision on all claims of Client and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the progress of Contractor's work. In rendering such decisions, Consultant shall be fair and not show partiality to Client or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

- Applications for Payment. Based on its observations and on review of applications for payment and accompanying supporting documentation, Consultant will determine the amounts that Consultant recommends Contractor be paid. Such recommendations will be based on Consultant's knowledge, information and belief, and will state whether in Consultant's opinion Contractor's work has progressed to the point indicated, subject to any qualifications stated in the recommendation. In the case of unit price work, Consultant's recommendations of payment will include determinations of quantities and classifications of Contractor's work, based on observations and measurements of quantities provided with pay requests. Consultant's recommendations will not be a representation that its observations to check Contractor's work have been exhaustive, extended to every aspect of Contractor's work, or involved detailed inspections.
- Substantial Completion. Consultant will, promptly after notice from Contractor that it considers the entire Work ready for its intended use, in company with Client and Contractor, conduct a site visit to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list. If after considering any objections of Client, Consultant considers the Work substantially complete, Consultant will notify Client and Contractor.
- Final Notice of Acceptability of the Work. Consultant will conduct a final site visit to determine if the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list so that Consultant may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Consultant shall also provide a notice that the Work is generally in accordance with the Contract Documents to the best of Consultant's knowledge, information, and belief based on the extent of its services and based upon information provided to Consultant upon which it is entitled to rely.

Task Deliverables:

- Review of up to fifteen (15) shop drawings and submittals
- Prepare up to ten (10) site visit/progress meeting notes/observations

Additional Services

The Engineer's compensation is a not-to-exceed fee for services described in the Agreement. The Engineer will submit a written estimate of fees to the City and obtain the City's authorization before initiating any additional services. Services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates. Additional services we can provide include, but are not limited to, the following:

- Professional Services Related to Easement Acquisition for the utility lines beyond those described in the agreement
- Construction Staking.
- Establish new survey monuments for any of the proposed sites.

- Sampling, testing, or analysis beyond that specifically included in the Scope of Services referenced herein above.
- Assisting Client or Contractor in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this Agreement. Such services, if any, will be furnished by Consultant on a fee basis negotiated by the respective parties outside of and in addition to this Agreement.
- Franchise Utility Design.
- Appearing before regulatory agencies or courts as an expert witness in any litigation with third parties or condemnation proceedings arising from the development or construction of the Project, including the preparation of engineering data and reports for assistance to the OWNER.
- Any services not listed in the Scope of Services.

ATTACHMENT B

Project Name: Highland Park 30/24-inch Interceptor
Prepared By: Kimley-Horn and Associates, Inc.

Task # Subtask Number	Task Name Subtask Name/Description	Assumptions	Direct Labor (Person-Hours)						Labor Total (hours)	Misc. Direct Expense (\$)
			Senior Prof II	Senior Prof I	Prof	Analyst	Project Controller	Admin		
			\$255.00	210.00	165.00	145.00	95.00	\$95.00		
1	Design Management and Data Colleciton									
	Project Schedule and Work Plan			8	12				20	
	General Administration and Schedule Maintenance			12	24			20	56	
	Invoicing and Progress Reports	assume 24 months		12	24		24		60	
	Data Collection			2	6	16			24	
	Kickoff Meeting		4	4	4				12	
	Progress Meetings	3 meetings		12	12				24	
									0	
	Task Total (Hours)		4	50	82	16	24	20	196	
	Task Total (Dollars)		\$1,020	\$10,500	\$13,530	\$2,320	\$2,280	\$1,900	\$31,550	\$0
2	Analysis, Routing, and Conceptual Design									
	Routing and Easements Exhibit - Roll Plot	2 alternatives (GIS)	2	4	12	24			42	
	Routing Analysis/Assessment	criteria listed	2	4	10	30			46	
	Field Visit			5	5	8			18	
	Develop Concept OPCC			2	2	4			8	
	Prepare Wastewater Flow Projections and Interceptor Sizing			4	6	8			18	
	QA/QC		4	4					8	
	Revisions per QA/QC			3	4	9			16	
	Review Meeting w/ City			4	4				8	
									0	
	Task Total (Hours)		8	30	43	83	0	0	164	
	Task Total (Dollars)		\$2,040	\$6,300	\$7,095	\$12,035	\$0	\$0	\$27,470	\$0
3	Preliminary Design									
	Half Design Survey Fee	Design Survey							0	\$19,000
	Half Easement Survey Fee	8 easement documents							0	\$14,000
	Rock Geotech Fee	5 bores							0	\$9,050
	Coordination of Survey and Geotech				4				4	
	Prepare Easement Sketches	8 easement sketches		4	8	24			36	
	Prepare Cover Sheet				2	4			6	
	Prepare Project Notes and Sheet Index			1	2	6			9	
	Prepare Tree Removal Plan			2	4	8			14	
	Prepare Lift Station and Force Main Demo Plan	2 Sheets		2	4	12			18	
	Prepare Project Access and Easement Plan			2	4	8			14	
	Prepare Plan-Profile Sheets	4 sheets		4	12	40			56	
	Prepare Wastewater Details	4 sheets		2	4	12			18	
	Prepare Contract Book			4	8	20			32	
	Prepare Quantities and OPCC			2	4	12			18	
	QA/QC		8	8					16	
	Revisions per QA/QC			2	4	8			14	
	Review Meeting w/ City	2 meetings		8	8				16	
									6	
	Task Total (Hours)		8	41	68	154	0	0	277	
	Task Total (Dollars)		\$2,040	\$8,610	\$11,220	\$22,330	\$0	\$0	\$44,200	\$42,050

Project Name: Highland Park 30/24-inch Interceptor
Prepared By: Kimley-Horn and Associates, Inc.

Task # Subtask Number	Task Name Subtask Name/Description	Assumptions	Direct Labor (Person-Hours)						Labor Total (hours)	Misc. Direct Expense (\$)
			Senior Prof II	Senior Prof I	Prof	Analyst	Project Controller	Admin		
			\$255.00	210.00	165.00	145.00	95.00	\$95.00		
4	Final Design									
	RIOS SUE Fee							0	\$14,980	
	Coordination of SUE			4				4		
	Prepare Cover Sheet				1	2		3		
	Prepare Project Notes and Sheet Index				1	1	2	4		
	Prepare Tree Removal Plan				1	1	2	4		
	Prepare Lift Station and Force Main Demo Plan				2	2	4	8		
	Prepare Bypass Pumping Plan				2	2	6	10		
	Prepare Project Access and Easement Plan				2	2	4	8		
	Prepare Plan-Profile Sheets	4 sheets		8	12	32		52		
	Prepare Wastewater Details	4 sheets		2	4	12		18		
	Prepare Traffic Control Plans	4 sheets		6	8	16		30		
	Prepare Erosion Control Plans	4 sheets		4	8	16		28		
	Prepare Contract Book			4	8	20		32		
	Sequence of Work				4			4		
	Quantity Calcs			1	4	6		11		
	OPCC (for each submittal)	90%, Final		2	6	8		16		
	Prepare 90% submittal				2	6		8		
	QAQC 90% Submittal		8	8				16		
	Revisions per QA/QC			2	8	16		26		
	90% Review Meeting and Comment Responses			6	8			14		
								0		
	Prepare Final PS&E Submittal			8	12	24		44		
	QAQC Final Submittal		4	4				8		
								0		
	Task Total (Hours)		12	63	97	176	0	0	348	
	Task Total (Dollars)		\$3,060	\$13,230	\$16,005	\$25,520	\$0	\$0	\$57,815	\$14,980
5	Permitting									
	Cox Mclain Environmental Services Fee							0	\$14,232	
	Coordination of Environmental			4	4	4		12		
	TCEQ 217 Letter			2	2	4		8		
								0		
								0		
	Task Total (Hours)		0	6	6	8	0	0	20	
	Task Total (Dollars)		\$0	\$1,260	\$990	\$1,160	\$0	\$0	\$3,410	\$14,232
6	Bidding									
								0		
	Pre-Bid Conference			4	4			8		
	Bidding Questions			4	4	8	8	24		
	Addenda	2 addenda assumed		4	4	8		16		
	Bid Tab and Recommendation for Award			2	4	10		16		
								0		
								0		
	Task Total (Hours)		0	14	16	26	0	8	64	
	Task Total (Dollars)		\$0	\$2,940	\$2,640	\$3,770	\$0	\$760	\$10,110	\$0

Project Name: Highland Park 30/24-inch Interceptor
Prepared By: Kimley-Horn and Associates, Inc.

Task # Subtask Number	Task Name Subtask Name/Description	Assumptions	Direct Labor (Person-Hours)						Labor Total (hours)	Misc. Direct Expense (\$)
			Senior Prof II	Senior Prof I	Prof	Analyst	Project Controller	Admin		
			\$255.00	210.00	165.00	145.00	95.00	\$95.00		
7	Construction Contract Administration									
	Prepare Conformed Documents		1	2	4			7		
	Attend pre-construction meeting		4	4	4			12		
	Monthly Coordination Meetings and Notes/Observationn	10 meetings	30	35				65		
	Shop Drawing Review	15 Shop Drawings	15	30	60			105		
	Construction Schedule Review		2	4	6			12		
	Pay Application Review			5	10			15		
	Testing Report			5	5			10		
	Field Visits	3 visits	9	9				18		
	Plan/Spec Interpretation		4	8	12			24		
	Record Drawings		4	8	16			28		
								0		
								0		
								0		
	Task Total (Hours)		0	69	110	117	0	0	296	
	Task Total (Dollars)		\$0	\$14,490	\$18,150	\$16,965	\$0	\$0	\$49,605	
	Reimbursable Expenses									
	Plotting and Reproduction	roll plots, plans, exhibits							\$1,000	
	Mileage	meetings, site visits							\$500	
	Overnight Mail								\$200	
	Task Total (Dollars)								\$1,700	
	KIMLEY-HORN TOTAL (Hours)		32	273	422	580	24	28	1365	
	KIMLEY-HORN TOTAL (Dollars)		\$8,160	\$57,330	\$69,630	\$84,100	\$2,280	\$2,660	\$224,160	
	SUBCONSULTANT (Survey/Geotech/SUE - Task 3 & 4)								\$57,030.00	
	SUBCONSULTANT (CMEC - Environmental - Task 4)								\$14,232.00	
	Miscellaneous Direct Expenses								\$1,700.00	
	GRAND TOTAL								\$297,122.00	