

**PROFESSIONAL SERVICES AGREEMENT
FOR THE
NEW SWEDEN WASTEWATER TREATMENT PLANT**

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

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

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

I. DEFINITIONS

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

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

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

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

II. TERM

2.1 Unless sooner terminated in accordance with the provisions of this Agreement, the term of this Agreement shall commence on the date this Agreement is executed by both Parties and terminate on December 31, 2017.

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

III. SCOPE OF SERVICES

Consultant agrees to provide the services described in this Article III entitled Scope of Services in exchange for the compensation described in Article IV. Compensation. Scope of Services are detailed in **ATTACHMENT 1** which are incorporated by reference as if written and copied herein.

All work performed by Consultant hereunder shall be performed to the satisfaction of the City Manager. 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 lump sum fee of ONE HUNDRED FIFTY THOUSAND ONE HUNDRED THREE DOLLARS (\$150,103.00) as total compensation, to be paid to Consultant as further detailed in **ATTACHMENT 2**.

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

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

V. OWNERSHIP OF DOCUMENTS

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

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

VI. RECORDS RETENTION

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

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

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

VII. TERMINATION

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

7.2 *Termination Without Cause.* This Agreement may be terminated by either Party upon 15 calendar day's 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: Tom Word, Assistant City Manager
P.O. Box 589
Pflugerville, Texas 78660

If intended for Consultant, to: Kendall King
10431 Morado Circle, Suite 300
Austin, TX 78759

IX. INSURANCE

9.1 Prior to the commencement of any work under this Agreement, Consultant shall furnish copies of all required endorsements and an original completed Certificate(s) of Insurance to the City, which shall be clearly labeled “*New Sweden Wastewater Treatment Plant*” 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 General (Public) Liability to include coverage for:	1,000,000 per occurrence, 2,000,000 general aggregate	City to be listed as additional insured and provide 30 days notice of cancellation or material change in coverage
Premises/Operations	Or	
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. We will only accept the ACORD 25
or ISO certificate of insurance forms.

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

City of Pflugerville
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 Majure - 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: NONE Any deviation from this subcontractor list, whether in the form of deletions, additions or substitutions shall be approved by City of Pflugerville City Council ("City Council"), as evidenced by passage of an ordinance, prior to the provision of any services by said subcontractor.

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

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

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

XII. INDEPENDENT CONTRACTOR

Consultant covenants and agrees that he or she is an independent contractor and not an officer, agent, servant or employee of City; that Consultant shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of respondent superior shall not apply as between City and Consultant, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating the relationship of employer-employee, principal-agent, partners or joint venturers between City and Consultant. The Parties hereto understand and agree that the City shall not be liable for any claims which may be asserted by any third party

occurring in connection with the services to be performed by the Consultant under this Agreement and that the Consultant has no authority to bind the City.

XIII. CONFLICT OF INTEREST

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

13.2 Pursuant to the subsection above, Consultant warrants and certifies, and this Agreement is made in reliance thereon, that it, its officers, employees and agents are neither officers nor employees of the City. Consultant further warrants and certifies that it has tendered to the City a Discretionary Contracts Disclosure Statement in compliance with the City’s Ethics Code.

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

XIV. AMENDMENTS

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

XV. SEVERABILITY

If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Charter, City Code, or ordinances of the City of Pflugerville, Texas, then and in that event it is the intention of the Parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Agreement shall be construed as if such invalid,

illegal or unenforceable clause or provision was never contained herein; it is also the intention of the Parties hereto that in lieu of each clause or provision of this Agreement that is invalid, illegal, or unenforceable, there be added as a part of the Agreement a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

XVI. LICENSES/CERTIFICATIONS

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

XVII. COMPLIANCE

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

XVIII. NONWAIVER OF PERFORMANCE

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

XIX. LAW APPLICABLE

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

19.2 Any legal action or proceeding brought or maintained, directly or indirectly, as a result of this Agreement shall be heard and determined in the City of Pflugerville, Travis County, Texas.

XX. LEGAL AUTHORITY

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

XXI. PARTIES BOUND

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

XXII. CAPTIONS

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

XXIII. INCORPORATION OF EXHIBITS

Each of the Exhibits listed below is an essential part of the Agreement, which governs the rights and duties of the Parties, and shall be interpreted in the order of priority as appears below:

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

XXIV. ENTIRE AGREEMENT

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

XXV. MISCELLANEOUS CITY CODE PROVISIONS

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

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

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

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

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

EXECUTED and AGREED to as of the dates indicated below.

CITY OF PFLUGERVILLE

FREESE AND NICHOLS, INC.

(Signature)



(Signature)

Printed Name: Brandon E. Wade

Printed Name: Kendall King, PE

Title: City Manager

Title: Vice President

Date: _____

Date: Aug 15, 2017

APPROVED AS TO FORM:

George Hyde
City Attorney
DENTON NAVARRO ROCHA BERNAL HYDE & ZECH, P.C.

City of Pflugerville
New Sweden Wastewater Treatment Plant – Phase A Study
Scope of Work

PROJECT UNDERSTANDING

The City of Pflugerville's (City) most recent Wastewater Master Plan (2013) identified the need for a small wastewater treatment plant to serve a planned multi-phased residential development referred to as New Sweden in an area of the Cottonwood Creek watershed that is not currently served by the City's wastewater system. The New Sweden project developer dedicated a 10-acre tract for a small treatment plant which has subsequently been referred to as the New Sweden Wastewater Treatment Plant (NSWWTP). The developer obtained and transferred to the City the required Texas Pollutant Discharge Elimination System (TPDES) discharge permit for the NSWWTP. The master plan anticipated that the treatment plant would need to be in operation by 2017. However, the development has been delayed and the NSWWTP has not been designed or constructed. As other development is occurring elsewhere in the Cottonwood Creek and Wilbarger Creek watersheds, the City desires to evaluate the timing of initial construction and expansions of the NSWWTP, confirm the suitability of the existing site for the NSWWTP, and evaluate potential sites for a regional wastewater treatment plant in the Cottonwood Creek watershed.

Once a recommended option has been identified, FNI will submit a scope and fee proposal for Phase B - Design to develop construction documents for the recommended option to be ready to serve New Sweden and other development when it occurs. The study phase of the project will be executed as follows:

PHASE A - STUDY

- **Task 1 – Project Management:** Coordinate internally and with City to properly manage scope, time, cost, quality, staff resources, communications, risk and procurements
- **Task 2 – Population and Flow Projections:** Update land use, population projections and estimated wastewater flows for the service area contributing to the New Sweden WWTP/Cottonwood Creek Interceptor to confirm the interceptor diameter and determine estimated timing for treatment facilities to serve the area.
- **Task 3 – Wastewater Treatment Facility Siting Study:** Perform a wastewater treatment plant siting study to recommend the location for treatment facilities to serve the Cottonwood Creek watershed, considering the planned location for the New Sweden Wastewater Treatment plant as one option.

PHASE B – DESIGN (Detailed scope and fee proposal(s) to be developed and submitted to the City upon completion of Phase A)

- **Task 4 – Preliminary Design**
- **Task 5 – Permitting and Site Acquisition Assistance (if required)**
- **Task 6 – Construction Documents**

ARTICLE I

BASIC SERVICES AND SPECIAL SERVICES: FNI shall render the following professional services in connection with the development of the Project:

PHASE A - STUDY**Task 1 - PROJECT MANAGEMENT**

Coordinate internally and with the City for successful project initiation, planning, execution, monitoring/controlling and closeout. Manage scope, time, cost, quality, staff resources, communications, risk and procurements as necessary. This includes but is not limited to:

- A. Consult with the City: Verify the City's requirements for the Project and to review available data.
- B. Monthly Invoicing: Prepare and submit monthly invoices to the City for payment.
- C. Monthly Reports: Prepare and submit monthly status reports to the City with FNI's monthly invoice. Monthly status reports will comprise a one page summary of the progress to date on the project, work completed during the prior month, work anticipated to be completed during the upcoming month, and discussion of any scope, schedule, or budget issues that may need to be resolved.
- D. Project Management Plan & Controls: Develop and maintain project management plan including project controls, quality control, communication plan and team organization/roles.

Task 2 - Population and Flow Projections

FNI will review the proposed land use and estimated flows from the service area contributing to the New Sweden/Cottonwood Creek interceptor and estimate timing for reaching the flow limitations stipulated in the phased TPDES discharge permit for the New Sweden WWTP (0.475, 0.95, 3.0 MGD). The anticipated tasks and approach are as follows:

- A. Project Kickoff Meeting and Data Collection: Meet with Pflugerville staff to review the scope, schedule, and data needs for the project. FNI will also develop a memorandum outlining data needed for the project.
- B. Develop Land Use and Population Projections: Develop population and land use projections for the portion of the Cottonwood Creek watershed that contributes to the Cottonwood Creek interceptor and the New Sweden WWTP. Up to three population scenarios will be developed using different growth rates.
- C. Develop Wastewater Flow Projections: FNI will use the design criteria from the most recent Wastewater Master Plan to develop future wastewater flow projections for the area served by the New Sweden WWTP/Cottonwood Creek interceptor. For the three different growth rate assumptions described in Section 2B, FNI will estimate the timing for which the wastewater flows from the area served by New Sweden WWTP reach the permitted limits stated in the phased TPDES Discharge Permit for the New Sweden WWTP (0.475, 0.95, 3.0 MGD). FNI will verify the diameter of the New Sweden/Cottonwood interceptor (27-inch proposed in the 2013 Master Plan) is properly sized for the projected wastewater flows.

- D. Population and Wastewater Flow Projections Meeting: Meet with the City's Planning and Engineering staff to discuss the population and wastewater flow projections. FNI will solicit comments and approval before proceeding with subsequent analyses.
- E. Prepare Draft Memorandum: Prepare a Draft Technical Memorandum discussing land use assumptions, population projections, and wastewater flow projections for the New Sweden WWTP/Cottonwood Creek interceptor service area. FNI will submit an electronic file of the Draft Memo.
- F. Draft Memorandum Review Meeting: Meet with City staff to discuss the Draft Memorandum.
- G. Prepare Final Memorandum: Finalize the Memorandum based on comments from City staff. Five hard copies and one electronic file of the Final Memo will be submitted.

Task 3 – Wastewater Treatment Facilities Siting Study

FNI will conduct a wastewater treatment plant siting evaluation to determine the preferred location and timing for the future wastewater treatment facility(s) to meet both near- and long-term demands in the Cottonwood and Wilbarger Basins. The anticipated tasks and approach are as follows:

- A. Define Land Area Required: Based on the results of Task 2, use the estimated capacity for the wastewater treatment facilities to develop a generalized site plan to define the size of the land parcel required for the New Sweden WWTP. A generalized site plan will be developed for the regional WWTP based on a 25 MGD build-out capacity.
- B. Facility Siting Task Kickoff Meeting with City: Meet with the City's planning and engineering staff to review land use plans, known planned developments, wastewater master plan and updated data from Task 1 and define the region(s) for detailed evaluation. The meeting will also be used to review the evaluation criteria, better understand the City's priorities and assign relative weights the evaluation criteria.
- C. Identify Candidate Sites: Perform a desktop study of the region identified above to identify potential regional WWTP sites in the Cottonwood Creek watershed, including the site currently designated for the New Sweden WWTP. Criteria for siting analyses would consider a variety of engineering and environmental constraints, including
 - Compatibility with existing land use plan
 - Wastewater (watershed) service area(s)
 - Areas with a sufficiently large single land parcel or fewest adjacent parcels
 - Assessment of flood plain
 - TPDES Discharge Permit limits assessment and potential for a contested hearing
 - 2 to 5 % slope (preferred)
 - Assessment of existing CCN services areas and jurisdictional boundaries
 - Stakeholder/Public acceptance
 - Proximity to near and long-term development
 - Presence of federally-listed species habitat, including Federally-Designated Critical Habitat, subject to Endangered Species Act regulations
 - Presence of federally-regulated waters, subject to US Army Corps of Engineers jurisdiction and permit requirements

- Presence of previously-recorded cultural resources (e.g., historic structures or archeological sites)
 - Opportunity for gravity flow from the tract City's WWTP site in the Wilbarger Creek watershed to the potential candidate WWTP sites in the Cottonwood Creek watershed.
- D. Candidate Site Review Meeting: Meet with the City's project team to review candidate sites and get feedback. Based on the results of this meeting, FNI may conduct screening of additional sites.
- E. Consultation Meeting with TCEQ: FNI will accompany City to a meeting with TCEQ to review and discuss the candidate sites to get an initial assessment from TCEQ staff of the advantages, disadvantages, and potential regulatory/permitting related fatal flaws of the candidate sites prior to undertaking the detailed evaluation.
- F. Coordination with Neighboring Entities: It is possible that one or more candidate sites could be outside the City's limits and within the City limits or ETJ of a neighboring community. FNI will help the City prepare for, and accompany the City to up to 3 meetings with neighboring communities to review the candidate sites to get an initial assessment of the feasibility of a cooperative arrangement to provide wastewater treatment to the service area and help identify advantages, disadvantages, and potential fatal flaws of the candidate site prior to undertaking the detailed evaluation.
- G. Detailed Site Evaluation: Conduct a desktop evaluation of up to five 5 WWTP sites (including the existing site for the New Sweden WWTP) and make recommendation for preferred site(s) using the following evaluation criteria:
- Land acquisition considerations
 - Available access roads
 - Access to electrical power supply/needs to upgrade service
 - Proximity of existing and future residential housing and developments
 - Access to potable water supply
 - Security considerations
 - Proximity of local groundwater supplies
 - Historical and archeological assessment
 - Environmental site assessment
 - Potential for regional services with other entities
 - Assessment of odor, traffic, noise, lighting pollution and aesthetic
 - Geological and soil assessment (impacts on construction costs)
 - Operation and maintenance advantages/disadvantages
 - Capital, O&M and Net Present Worth Cost
- H. Verify Sizing & Configuration of Proposed Collection System Infrastructure: Perform a planning level review the proposed wastewater infrastructure required for each candidate site and verify the sizes of the proposed wastewater lines/Lift Stations.
- I. Beneficial Use of Interim WWTP: Evaluate potential beneficial uses of interim WWTP with long-term regional WWTP including, but not limited to, sludge management, reuse facilities and/or lift station facilities.

- J. Conceptual Design on Recommended Site: Perform conceptual WWTP design for the New Sweden WWTP on the existing site, and a 25 MGD regional WWTP facility to provide the City with the technical information required to confirm land requirements.
- K. Prepare Draft Memorandum: Prepare a Draft Technical Memorandum discussing the methodology used in identifying and evaluating candidate sites, results of the evaluation and recommendations. FNI will submit an electronic file of the Draft Memo.
- L. Draft Memorandum Review Meeting: Meet with City staff to discuss the Draft Memorandum.
- M. Prepare Final Memorandum: Finalize the Memorandum based on comments from City staff. Five hard copies and one electronic file of the Final Memo will be submitted.
- N. Attend City Management/Council Meetings: Prepare supporting documents and attend up to two meetings/workshops with City leadership/City Council to support staff with presentation of the findings of the study.

PHASE B – DESIGN (Scope of work and fee to be negotiated upon completion of Phase 1 - Study)

Task 4 – Permitting and Site Acquisition Assistance

If the recommended facility is anywhere other than the site of the NSWWTP, FNI will perform services required to secure the TPDES discharge permit and other environmental reviews, approvals and permits. FNI will provide technical support to the City in its efforts to acquire the site for the treatment facility. If the recommended facility is at the location of the NSWWTP, FNI will update environmental reviews, approvals and permits.

Task 5 – Preliminary Design

FNI will perform the preliminary design for the recommended facility to meet near-term demands with intent to define the scope of the improvements and refine the opinion of probable project costs prior to developing the final construction documents. Task will include all work efforts necessary to develop final construction documents in Task 5 including environmental investigation, cultural survey, topographic survey.

Task 6 – Construction Documents

Upon approval of the Preliminary Design by the City, FNI will develop the plans, specifications and bid documents for the City to obtain bids for construction of the facility.

ARTICLE II**ADDITIONAL SERVICES**

Additional Services to be performed by FNI, if authorized by City, which are not included in the above described basic services, are described as follows:

- A. Coordination, meetings, flow calculations and/or evaluation of alternatives to serve entities outside of city's sewer service area.
- B. Design, Bid, Construction or Post Construction/Startup Phase Services.
- C. Geotechnical boring and topographical survey services.
- D. GIS mapping services or assistance with these services.
- E. Making property, boundary and right-of-way surveys, preparation of easement and deed descriptions, including title search and examination of deed records.
- F. Providing services to investigate existing conditions or facilities, or to make measured drawings thereof, or to verify the accuracy of drawings or other information furnished by City.
- G. Providing renderings, model, and mock-ups requested by the City.
- H. Revising drawings, specifications or other documents when such revisions are 1) not consistent with approvals or instructions previously given by City or 2) due to other causes not solely within the control of FNI.
- I. Investigations involving consideration of operation, maintenance and overhead expenses, and the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals, evaluations, assessment schedules, and material audits or inventories required for certification of force account construction performed by City.
- J. Preparing applications and supporting documents for government grants, loans, or planning advances and providing data for detailed applications.
- K. Preparing data and reports for assistance to City in preparation for hearings before regulatory agencies, courts, arbitration panels or any mediator, giving testimony, personally or by deposition, and preparations therefore before any regulatory agency, court, arbitration panel or mediator.
- L. Assisting City in preparing for, or appearing at litigation, mediation, arbitration, dispute review boards, or other legal and/or administrative proceedings in the defense or prosecution of claims disputes with Contractor(s).
- M. Assisting City in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this Agreement. Such services, if any, shall be furnished by FNI on a fee basis negotiated by the respective parties outside of and in addition to this Agreement.
- N. Providing environmental support services including the design and implementation of ecological baseline studies, environmental monitoring, impact assessment and analyses, permitting assistance and other assistance required to address environmental issues.
- O. Design, contract modifications, studies or analysis required to comply with local, State, Federal or other regulatory agencies that become effective after the date of this agreement.
- P. Visits to the site more than the number of trips included in Basic Services for periodic site visits, coordination meetings, or contract completion activities.

ARTICLE IV**RESPONSIBILITIES OF CITY**

City shall perform the following in a timely manner so as not to delay the services of FNI:

- A. Designate in writing a person to act as City's representative with respect to the services to be rendered under this Agreement. Such person shall have contract authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to FNI's services for the Project.
- B. Provide all criteria and full information as to City's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which City will require to be included in the drawings and specifications.
- C. Assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
- D. Arrange for access to and make all provisions for FNI to enter upon public and private property as required for FNI to perform services under this Agreement.
- E. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by FNI, obtain advice of an attorney, insurance counselor and other consultants as City deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of FNI.
- F. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- G. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as City may require or FNI may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as City may require to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract, and such inspection services as City may require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.
- H. Give prompt written notice to FNI whenever City observes or otherwise becomes aware of any development that affects the scope or timing of FNI's services.
- I. Furnish, or direct FNI to provide, Additional Services as stipulated in Attachment SC, Article II of this Agreement or other services as required.
- J. Bear all costs incident to compliance with the requirements of this Article IV.
- K. Assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to the Project.

City of Pflugerville	Project Fee Summary	
New Sweden Wastewater Treatment Plant - Phase A Study	Basic Services	150,103
August 10, 2017	Special Services	-
Attachment 2 - Detailed Cost Breakdown	Total Project	150,103

Basic Services																				Total Hours	Total Labor Effort	Total Expense Effort	Total Sub Effort	Total Effort																			
Phase	Task	Employee	Kendall King	Rebecca Musk	Mike Morrison	Leonard Ripley	Coby Gee	Michael Sherer	Brian King	Patrick Garnett	Katie Leatherwood	Billy Metzger	Milton Arceneaux	GIS Analyst III	Scott Cole	Jessica Vassar	David A. Christiansen	Sherrie Hubble																									
		Project Role	PM	APM	QC	PE	PE	EIT	GIS	Environmental	Environmental	Accounting	CAD	GIS	Modeling	PE	EIT	GIS																									
		Tasks ↓ Current Hourly Bill Rate →	\$240	\$156	\$240	\$240	\$156	\$137	\$156	\$178	\$156	\$148	\$153	\$113	\$240	\$178	\$137	\$137																									
PROJECT MANAGEMENT																					\$ -	\$ -	\$ -	\$ -																			
	A	Consult With City	10	12	6																28	\$ 5,712	\$ -	\$ -	\$ 5,712																		
	B	Monthly Invoicing		8								12									20	\$ 3,024	\$ -	\$ -	\$ 3,024																		
	C	Monthly Status Reports		8								6									14	\$ 2,136	\$ -	\$ -	\$ 2,136																		
	D	Project Management Plan & Controls	12	24																	36	\$ 6,624	\$ -	\$ -	\$ 6,624																		
POPULATION & FLOW PROJECTIONS																					\$ -	\$ -	\$ -	\$ -																			
	A	Kick-off Meeting and Data Collection	2	6	2										6	4	12	6			38	\$ 6,514	\$ 555	\$ -	\$ 7,069																		
	B	Develop Land Use and Population Projections		2											4	24	40	8			78	\$ 12,120	\$ -	\$ -	\$ 12,120																		
	C	Develop Flow Projections		2											1	2	4	2			11	\$ 1,730	\$ -	\$ -	\$ 1,730																		
	D	Population/Flow Projection Meeting with City	2	2												2	2				8	\$ 1,422	\$ -	\$ -	\$ 1,422																		
	E	Prepare Draft Memorandum	2	2	2										4	16	36	4			66	\$ 10,560	\$ 102	\$ -	\$ 10,662																		
	F	Review Meeting	2	2	2										4	4	8				22	\$ 4,040	\$ 555	\$ -	\$ 4,595																		
	G	Prepare Final Memo	2	2											2	4	12	4			26	\$ 4,176	\$ 203	\$ -	\$ 4,379																		
SITING STUDY																					\$ -	\$ -	\$ -	\$ -																			
	A	Define WWTP Land Area Required	2	2	2	4	8	8													26	\$ 4,576	\$ -	\$ -	\$ 4,576																		
	B	Facility Siting & Task Kickoff Meeting with City	2	2	2											2					8	\$ 1,628	\$ 268	\$ -	\$ 1,896																		
	C	Identify & Screen Candidate Sites	4	4	2		6	16	4	4	4			8							52	\$ 8,056	\$ 10	\$ -	\$ 8,066																		
	D	Candidate Site Review Meeting	4	4	4											4					16	\$ 3,256	\$ 107	\$ -	\$ 3,363																		
	E	Consultation Meeting with TCEQ	2	2	2						8										14	\$ 2,520	\$ -	\$ -	\$ 2,520																		
	F	Detailed Evaluation of Candidate Sites	4	8	4	4	12	16	8	8	8			12							84	\$ 13,468	\$ 219	\$ -	\$ 13,687																		
	G	Sizing Proposed Collection System	2	2											4	8	20	4			40	\$ 6,464	\$ -	\$ -	\$ 6,464																		
	H	Beneficial Use of Interim WWTP	2	4	3	4	8														21	\$ 4,032	\$ 107	\$ -	\$ 4,139																		
	I	Conceptual Design	8	8	4	12	24						24	6							86	\$ 15,102	\$ -	\$ -	\$ 15,102																		
	J	Prepare Draft Memorandum	4	8	2	8	12	30	4	4	6			12							90	\$ 14,218	\$ 203	\$ -	\$ 14,421																		
	K	Review Meeting	2	2	2																6	\$ 1,272	\$ 107	\$ -	\$ 1,379																		
	L	Prepare Final Memo	2	8		2	4	12													28	\$ 4,476	\$ 203	\$ -	\$ 4,679																		
	M	Attend Management/Council Meetings	4	4	4											4					16	\$ 3,256	\$ 54	\$ -	\$ 3,310																		
	N	Prepare for and Attend Mtg with Neighbor Comm	8	12				8			4		4	8							44	\$ 7,028	\$ -	\$ -	\$ 7,028																		
																					\$ -	\$ -	\$ -	\$ -																			
Total Basic Services Hours																				82	140	43	34	74	90	16	16	30	18	28	46	25	74	134	28	-	-	-	878	\$ 147,410	\$ 2,693	\$ -	\$ 150,103
Total Basic Services Labor Effort																				\$ 19,680	\$ 21,840	\$ 10,320	\$ 8,160	\$ 11,544	\$ 12,330	\$ 2,496	\$ 2,848	\$ 4,680	\$ 2,664	\$ 4,284	\$ 5,198	\$ 6,000	\$ 13,172	\$ 18,358	\$ 3,836	\$ -	\$ -	\$ -	-	-	-	-	-

City of Pflugerville
New Sweden Wastewater Treatment Plant - Phase A Study
August 10, 2017
Attachment 2 - Detailed Cost Breakdown

Project Fee Summary	
Basic Services	150,103
Special Services	-
Total Project	150,103

Phase	Task	Expenses	Tech Charge	Miles	Meals	Hotel	B&W (sheet)	Color (sheet)	Binding (each)	Lg Format - Bond - B&W (sq. ft.)	Lg Format - Glossy/Mylar - B&W (sq. ft.)	Other	Other	Other	Other	Other	Other	Other	Total Exp Effort		
		PROJECT MANAGEMENT																		\$ -	
	A	Consult With City																		\$ -	
	B	Monthly Invoicing																		\$ -	
	C	Monthly Status Reports																		\$ -	
	D	Project Management Plan & Controls																		\$ -	
		POPULATION & FLOW PROJECTIONS																		\$ -	
	A	Kick-off Meeting and Data Collection		500	100	150														\$ 555	
	B	Develop Land Use and Population Projections																		\$ -	
	C	Develop Flow Projections																		\$ -	
	D	Population/Flow Projection Meeting with City																		\$ -	
	E	Prepare Draft Memorandum					500	200	5											\$ 102	
	F	Review Meeting		500	100	150														\$ 555	
	G	Prepare Final Memo					1,000	400	10											\$ 203	
		SITING STUDY																		\$ -	
	A	Define WWTP Land Area Required																		\$ -	
	B	Facility Siting & Task Kickoff Meeting with City		500																\$ 268	
	C	Identify & Screen Candidate Sites								40										\$ 10	
	D	Candidate Site Review Meeting		200																\$ 107	
	E	Consultation Meeting with TCEQ																		\$ -	
	F	Detailed Evaluation of Candidate Sites		200			500	200	5	40										\$ 219	
	G	Sizing Proposed Collection System																		\$ -	
	H	Beneficial Use of Interim WWTP		200																\$ 107	
	I	Conceptual Design																		\$ -	
	J	Prepare Draft Memorandum					1,000	400	10											\$ 203	
	K	Review Meeting		200																\$ 107	
	L	Prepare Final Memo					1,000	400	10											\$ 203	
	M	Attend Management/Council Meetings		100																\$ 54	
	N	Prepare for and Attend Mtg with Neighbor Comm																		\$ -	
																				\$ -	
		Total Basic Services Items		2,400	200	300	4,000	1,600	40	80	-	-	-	-	-	-	-	-	-		
		Total Basic Services Expenses Effort	\$ -	\$ 1,284	\$ 230	\$ 345	\$ 400	\$ 400	\$ 10	\$ 20	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,693