

**PROFESSIONAL SERVICES AGREEMENT
FOR
CENTRAL WASTEWATER TREATMENT PLANT EXPANSION – CONSTRUCTION
PHASE – OWNER’S REPRESENTATIVE SERVICES**

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 Plus Six Engineering, LLC (“Consultant”), both of which may be referred to herein singularly as “Party” or collectively as the “Parties.”

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

I. DEFINITIONS

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

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

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

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

II. TERM

2.1 Unless sooner terminated in accordance with the provisions of this Agreement, the term of this Agreement shall commence on November 12, 2019 and terminate on December 31, 2023.

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 *Exhibit 1* (21 pages) 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 Million Nine Hundred Fifty Four Thousand Seven Hundred Forty Four Dollars and 00/100 (\$2,954,744.00) as total compensation, to be paid to Consultant as further detailed in Exhibit 1.

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 78660

If intended for Consultant, to: Plus Six Engineering, LLC
Attn: Matt Gaughan, P.E.
Project Manager
1452 Hughes Rd., Ste 200
Grapevine, Texas 76051

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 “*Engineering Staff Augmentation*” 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: Premises/Operations	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:

- A. Caledonia Construction Management, LLC of Carrollton, Texas
- B. TEC Consulting, LLC of Wylie, Texas
- C. JH Engineering, LLC of Austin, Texas and
- D. Kleinfelder, Inc. of Austin, Texas

Any deviation from this subcontractor list, whether in the form of deletions, additions or substitutions shall be approved by City prior to the provision of any services by said subcontractor.

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

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

11.5 Any attempt to transfer, pledge or otherwise assign this Agreement without said written approval, shall be void ab initio and shall confer no rights upon any third person. Should Consultant assign, transfer, convey, delegate, or otherwise dispose of any part of all or any part of its right, title or interest in this Agreement, City may, at its option, cancel this Agreement and all rights, titles and interest of Consultant shall thereupon cease and terminate, in accordance with Article VII. Termination, notwithstanding any other remedy available to City under this Agreement. The violation of this provision by Consultant shall in no event release Consultant

from any obligation under the terms of this Agreement, nor shall it relieve or release Consultant from the payment of any damages to City, which City sustains as a result of such violation.

XII. INDEPENDENT CONTRACTOR

Consultant covenants and agrees that he or she is an independent contractor and not an officer, agent, servant or employee of City; that Consultant shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of respondent superior shall not apply as between City and Consultant, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating the relationship of employer-employee, principal-agent, partners or joint venturers between City and Consultant. The Parties hereto understand and agree that the City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the Consultant under this Agreement and that the Consultant has no authority to bind the City.

XIII. CONFLICT OF INTEREST

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

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

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

XIV. AMENDMENTS

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

XV. SEVERABILITY

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

XVI. LICENSES/CERTIFICATIONS

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

XVII. COMPLIANCE

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

XVIII. NONWAIVER OF PERFORMANCE

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

XIX. LAW APPLICABLE

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

19.2 Venue for any legal action or proceeding brought or maintained, directly or indirectly, as a result of this Agreement shall be heard and determined in a court of competent jurisdiction in Travis County, Texas.

XX. LEGAL AUTHORITY

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

XXI. PARTIES BOUND

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

XXII. CAPTIONS

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

XXIII. INCORPORATION OF EXHIBITS

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

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

XXIV. ENTIRE AGREEMENT

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

XXV. MISCELLANEOUS CITY CODE PROVISIONS

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

incorporation or organization and is duly authorized and in good standing to conduct business in the State of Texas.

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

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

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

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

25.6 Texas Government Code Mandatory Provision. The City of Pflugerville may not enter into a contract with a company for goods and services unless the contract contains a written verification from the company that it; (i) does not boycott Israel; 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**

Plus Six Engineering, LLC



(Signature)

(Signature)

Printed Name: Sereniah Breland

Printed Name: **Matthew A. Gaughan**

Title: City Manager

Title: **Managing Member**

Date: _____

Date: **Nov. 04, 2019**

APPROVED AS TO FORM:

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

City of Pflugerville

Scope of Services

Owner's Representative Services

Central Wastewater Treatment Plant Expansion, Phase 1

Construction Phase

GENERAL DESCRIPTION OF PROJECT AND SERVICES

The CITY is planning to expand the wastewater plant from its current permitted capacity of 5.3 MGD to 10.0 MGD (35 MGD peak two-hour flow) to meet the CITY's needs based on historical trends and projected population growth. In addition, the treatment processes should also be upgraded to provide biological nutrient removal (BNR) of phosphorous to replace the existing chemical phosphorous precipitation process.

The CITY previously retained Plus Six Engineering, LLC (PSE) to serve as Owner's Representative for the Central Wastewater Treatment Plant

The CITY has retained Freese and Nichols, Inc. (FNI) as Engineer of Record for planning, design and construction phase engineering services for the improvements under a separate contract.

The plant expansion will be implemented in three (3) construction phases with Phase 1 expanding capacity to 7.25 MGD, Phase 2 to upgrade treatment processes in existing units and Phase 3 to expand capacity to 10 MGD.

The Phase 1 construction project will provide a new influent pump station, headworks, biological nutrient removal treatment system, clarifier, filters, UV disinfection system, non-potable water, and chemical feed systems. The construction will include three (3) new electrical buildings, two (2) diesel stand-by generators, improvements to the flood protection berm, general site civil improvements, electrical/communications upgrades, and improvements to site security and surveillance. Phase 1 when completed will bring the capacity of the treatment plant to 7.25 MGD (25.3 MGD peak two-hour flow), matching the Texas Pollutant Discharge Elimination System (TPDES) Permit Phase 1.

The Phase 2 construction project will replace the equipment in the existing biological treatment basins and add basin volume and equipment to upgrade the units to achieve biological nutrient removal and rehabilitate the two (2) existing clarifiers. Phase 2 will also construct a new intermittent use effluent pump station which will enable the plant to discharge under high water level conditions in the receiving stream. It is anticipated that construction for Phase 2 will commence shortly after completion of Phase 1.

A future Phase 3 project will be required to complete the expansion to 10 MGD and will involve construction of a new clarifier and expansion or replacement of the solids dewatering process. The timing of Phase 3 will depend on the actual rate of population growth and corresponding increase in flow to the plant.

This Exhibit 1 to the Agreement between the City of Pflugerville, Texas (CITY) and Plus Six, LLC (CONSTRUCTION MANAGER) contains the scope of services, schedule, and fee, for Construction Services (General and Resident Project Representative (RPR) Services) for the Central Wastewater Treatment Plant Expansion Phase 1 Improvements Project. For the purposes of this Exhibit 1, the following definitions apply:

- "OWNER" refers to the City of Pflugerville
- "ENGINEER" refers to Engineer of Record, "Freese and Nichols"

- “CONSTRUCTION MANAGER (CM)” refers to Plus Six Engineering, LLC
- “Contract Documents” refer to the:
 - i. City of Pflugerville Wastewater Treatment Plant Expansion Phase 1 Improvements Bid Package, Construction Drawings and Project Manual Volumes I, II, III, IV Issued August 7, 2019 (and modified by Addenda).

The Owner Representative services described herein are defined as best as practical to provide a reasonable scope at this time for the Central Wastewater Treatment Plant Expansion Project (PROJECT). Owner Representative Support activities that are known are explicitly described; whereas, activities that are foreseeable but are currently undefined are described in general terms. The contract between CITY and Plus Six Engineering (CM) for Owner Representative is intended to provide both parties with maximum flexibility and to minimize the occurrence of contract amendments and time delays as a result of minor changes to the scope.

The CM will endeavor to assist the CITY in the implementation of the PROJECT by performing the services described herein. The level of effort required to perform any of the activities described herein will vary from activity to activity and it will be the responsibility of the CM to keep the CITY apprised of Project-related activities and the level of effort for all Owner Representative Support services. There will be no limitations placed on the level of effort for any of the specifically described activities; however the overall level of effort, as defined herein, shall not be exceeded without written authorization from the CITY as defined in the Agreement.

Objective:

To provide Owner Representative Support Services to the CITY for the implementation of the PROJECT. The period of performance for the services described in this exhibit is from date of authorization for this Agreement through December 31, 2023. It is anticipated that future contract amendments will be authorized which will extend this scope of services beyond December 31, 2023.

A. General Items

1. The CM will serve as the CITY’s representative during the construction, close-out and warranty phases of the PROJECT.
2. Under this task, CM will consult with and advise OWNER and acts as the OWNER’s representative as provided in the Standard General Conditions of the Contract Documents. The extent and limitations of the duties, responsibilities and authority of CM as assigned in said Standard General Conditions will not be modified, except provided herein. All of OWNER’s instructions to Contractor will be issued through ENGINEER who will have authority to act on behalf of OWNER in dealings with the Contractor to the extent provided in this Agreement and said Standard General Conditions except as otherwise provided in writing.
3. Activity durations are based on Contractor’s construction project schedule of 693 days from Notice to Proceed to Substantial Completion and 60 days from Substantial Completion to Final Completion.

4. Any agreed upon target completion dates on the PROJECT are predicated on the CITY obtaining the necessary funding and permits.
5. If, during the course of this scope of services, the approved master PROJECT schedule shows a forecasted slip, the CM agrees to inform the CITY of the forecasted slip by submitting a schedule impact analysis that provides the CITY with a full description of the issues surrounding any forecasted schedule slippage, reason for the change, projected impact to the PROJECT, and a mitigation plan, if necessary.
6. If, during the course of this scope of services, the CM identifies issues that affect the PROJECT's total estimated cost or financial plan it shall inform the CITY of the issue identified by submitting an impact analysis that provides the CITY with a full description of the issue, projected impact to the PROJECT, and a mitigation plan, if necessary.
7. The City Project Manager is the only one authorized to approve any changes to the master PROJECT schedule.
8. CM is not responsible for work products (e.g. designs, construction, studies, permits, etc.) performed by design consultants or other companies contracting directly with the CITY.
9. The CM is responsible for managing its subconsultants that are performing services for the benefit of the PROJECT.
10. The CITY can make changes at any time to the schedule and scope of services. When and if this occurs the CM shall advise the CITY if such change has an impact on the target Completion Dates, approved fees and/or CM's ability to meet all of its representations as defined in the Agreement.
11. Upon approval of this Agreement, the CM will be authorized to staff the PROJECT team and perform the work, within the funding and time limits stated herein.

Scope of Services

Specific Services are divided into the following categories:

Task 100-- Construction Management Services

TASK 100 – Construction Management Services

Sub Task 110 PROGRAM CONSTRUCTION MANAGER SERVICES

Construction Program Administration

- A. Serve as the primary point of contact for the Owner's Project Team (OPT) in the administration of the construction program. The Program Construction Manager will establish the construction management processes and procedures and conduct periodic progress meetings for the program.
- B. The Program Construction Manager will be responsible for working with the City Engineer to develop processes and resources needed to support the administration of the construction program.
- C. As administrator for the construction management program, the Program Construction Manager will determine required staffing levels and make assignments as necessary to see that all construction activities are adequately covered and that the needs of the program are being met.
- D. Provide leadership for the Construction Managers, Resident Project Representatives and other professional service providers.
- E. Overall project management and reporting.
- F. Overall quality management.
- G. General roles and responsibilities may include the following:
 - 1. Develop and maintain processes and procedures associated with managing construction contracts and quality management initiatives.
 - 2. Manage information flow across the program to see that objectives for contract administration and documentation are accomplished.
 - 3. Manage construction contract administration and quality management.
 - 4. Manage selection and assignment of staff for field operations.
 - 5. Provide leadership for Construction Managers in their role as primary point of contact and administrators for their assigned Projects.
 - 6. Coordinate the services of technical staff in support of construction management operations. Address technical issues that may arise.
 - 7. Provide support in dispute resolution and claims management for the program.
 - 8. Obtain information required for budget and schedule management from construction contractors on a timely basis.
 - 9. Provide an overview of document flow and management required for construction.
 - 10. Determine that information provided by construction contractors and Construction Managers is adequate to support record document management.
 - 11. Assist with development and maintenance of quality management program.

12. Maintain and update standards and documents from lessons learned during construction.
 13. Work with City Project Manager and technical reviewers to incorporate decisions on Shop Drawings and construction operations.
 14. Work with City Project Manager to determine that services required from design consultants are provided.
 15. Management of subconsultants for materials testing and specialty observations and manage their contracts during construction.
 16. Determine that construction managers adequately coordinate efforts with City's Operations Manager on any aspects of construction that will impact operations.
 17. Coordinate commissioning and training tasks to meet City's requirements.
 18. Manage technical issues related to Project contract documents.
 19. Provide information for monthly reports to the City Council.
 20. Represent the Project Team to public and engineering communities as requested.
- H. Scope of services level of effort for Sub-task 710 includes Project Manager at approximately 2 hours per week for 108 week duration and Quality Manager at 12 hours per week for 108 week duration.
- I. Warranty phase services include two annual warranty inspections with Project Manager, Quality Manager and Construction Manager and letter report of inspection.

Sub-task 120 PROJECT CONSTRUCTION MANAGER SERVICES

- A. Construction Managers will manage and administer the day-to-day requirements of the Projects.
- B. Construction Managers serve as the liaison between the construction contractors and the Owner's Project Team. The Construction Managers provide leadership to the assigned Field Staff in the performance of their duties and manage the administrative efforts required to support construction of the Projects.
- C. Primary roles and responsibilities of Construction Managers include the following:
 1. Serve as the primary point of contact on assigned construction contracts, with primary responsibility for construction contract administration and quality assurance.
 2. Manage the quality of services provided by Resident Project Representatives to determine that their duties are performed in a timely manner and in accordance with acceptable processes and procedures.
 3. Assist the Program Construction Manager in assessing the performance and needed skills for Resident Project Representatives.
 4. Provide training and direction for Resident Project Representatives.
 5. Work directly with Plant Operations Manager to coordinate construction activities with the City's operations.
 6. Coordinate services provided by consultants under direct contract to the City as requested

by the City.

7. Work with consultants providing O&M documentation and training to coordinate their efforts with construction and operations and to coordinate training and start up activities.
8. Conduct monthly progress meetings and report on Project progress.
9. Review monthly reports prepared by the Design Engineer summarizing the field observations.
10. Provide periodic observation of construction on each site to determine that construction is in conformance with Contract Documents. Recognize when an issue on one Project might impact or improve operation on another Project and bring this to the attention of the Program Construction Manager. Assist in implementing changes to program policies or procedures to incorporate improvements.
11. Determine that information required for monthly reporting and contract management is provided.
12. Work with contractors to resolve any issues or disputes related to construction. Support the Program Construction Manager in the resolution of any disputes or claims that cannot be resolved at the Project level.
13. Work with contractors and City Project Manager to resolve issues with affected residents.
14. Support administration and negotiations of claims with contractors with support from consultants and construction services staff.
15. Review monthly Applications for Payment from Construction Contractor and recommend approval.
16. Provide progress reports to the Program Construction Manager.
17. Manage the efforts of materials testing laboratories and specialty observers assigned to their Projects.
18. Prepare reports and other documentation in accordance with the PMM's Construction Management standards.
19. Coordinate with document management staff to verify that all documentation is filed in accordance with City standards, practices, and procedures.
20. Conduct project team coordination meetings monthly or as often as necessary to discuss and resolve issues relating to the management of the Project. Document the meetings and record action items assigned to Project team members. Project team members may include City and construction contractor staff.
21. Prepare the memorandum to the City Council recommending acceptance for the Project and the Notice of Completion.
22. Administer Construction Contracts:

D. Conformed Contract Documents

Under this task, CM will coordinate with the ENGINEER in the development of conformed Contract Documents of the bid documents incorporating the additions and revisions included in the addenda

issued during the bidding period. The ENGINEER, under separate contract, is tasked to prepare and provide these Documents to OWNER, CM and Contractor for use during construction.

E. Visits to Site and Observation of Construction

ENGINEER will make visits to the site at intervals appropriate to the various stages of construction as ENGINEER deems necessary in order to observe, as an experienced and qualified design professional, the progress and quality of the various aspects of the Contractor's work. CM will provide the services of a full-time RPR to monitor daily activities of construction and to provide more continuous observations of such work. RPR services are covered under Task 130 of this scope of services. The furnishing of such RPR services are extended to every aspect of work in progress, involved detailed inspections of the work including sampling, all observations, and material testing. Based on information obtained during site visits and such observations, CM will endeavor to determine, in general, if such work is proceeding in accordance with the Contract Documents and CM will keep OWNER informed of the progress of the work.

The purpose of the CM visits to and representation by the RPR at the site will be to enable CM to better carry out the duties and responsibilities assigned to and undertaken by CM during the construction phase, and, in addition, by the exercise of CM's efforts as an experienced and qualified design professional, to provide for OWNER a greater degree of confidence that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by the Contractor. On the other hand, CM will not, during such visits or as a result of such visits or as a result of observations of the Contractor's work in progress, supervise, direct or have control over the Contractor's work nor will CM have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, for safety precautions and programs incident to the work of the Contractor or for any failure of the Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to the Contractor's furnishing and performing work. Accordingly, CM neither guarantees the performance of any contractor nor assumes responsibility for any Contractor's failure to furnish and perform this work in accordance with the Contract Documents.

During such visits and on the basis of such observations, CM will have authority to disapprove or reject the Contractor's work while it is in progress if CM believes that such work will not produce a completed project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Duties, responsibilities and authority of the RPR are set forth in Task 130.

F. Design Clarifications and Interpretations; Field Orders

CM will coordinate with ENGINEER for clarifications and interpretations of the Contract Documents as appropriate to support orderly completion of the work. Such clarifications and interpretations will be consistent with the intent of and reasonable inferable from the Contract Documents. CM will administer the processing and distribution of clarifications and interpretations. CM may issue field orders authorizing minor variations from the requirements of the Contract Documents, provided such field orders have no impact on either Contract Time or Contract Price.

G. Change Orders, Claims, and Time Extensions

CM will recommend Change Orders and Work Change Directives to OWNER as appropriate, and will administer Change Orders and Work Change Directives as required.

Change Order requests can be initiated by the OWNER, ENGINEER, or the Contractor. For the purpose for construction fee development, CM has assumed review of four (4) change orders, and that each change order will require 24 hours labor effort to process.

CM will track all change orders, assigning a number to each proposed change, listing individual changer order net extra/credit amounts, and maintaining the total net contract change. Upon receipt of a proposed change, CM and ENGINEER will discuss the change with OWNER, and together will determine the manner in which to proceed.

If the proposed change is performed on a time and material basis, the RPR will monitor the Contractor's work and document the actual time and materials used. If the Contractor prepares a cost proposal for the completed work or submits a claim, the RPR will perform the first review and make a recommendation to the CM and OWNER.

Upon receipt of the CM's recommendation, the CM, in conjunction with the OWNER, will determine the appropriate next steps, which may include any one of the following:

- Set up negotiating session with Contractor.
- Make final recommendation to the OWNER and request for formal approval to proceed.
- Cancel the proposed change or reject the Contractor's claim.

Upon receipt of OWNER's formal approval, the CM will notify the Contractor to proceed, and then prepare the necessary documents to execute the change order.

CM will render the initial decisions on all claims of OWNER and Contractor relating to the acceptability of the work or the interpretations of the requirements of the Contract Documents pertaining to the execution and progress of the work.

- C. Scope of services level of effort for Sub-task 120 includes Project Construction Manager at approximately 12 hours per week for 24 month duration.

Sub-Task 130 RESIDENT PROJECT REPRESENTATIVE SERVICES

- A. CM will furnish a full-time Resident Project Representative (RPR) involved in observing progress and quality of the work of the Contractor daily for the duration of the contract. It is anticipated that the RPR will be on-site during the critical potions of construction including inspection of equipment installation.

Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the RPR, the CM will endeavor to provide further protection for OWNER against defects and deficiencies in the work of Contractor. However, CM will not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct or have control over Contractor's work nor will CM have authority over or responsibility for the means, methods, techniques, sequences or procedures selected by the Contractor for safety precautions and programs incident to the work of the Contractor, for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to the Contractor's performing and furnishing the work, or responsibility of construction for the Contractor's failure to furnish and perform the work in accordance with the Contract Documents.

A. Duties and Responsibilities of Resident Project Representative:

1. Schedules: Review the progress schedule, schedule of Shop Drawing submittals and schedules of values prepared by Contractor and consult with CM and Design Professional concerning acceptability.
2. Conferences and Meetings: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
3. Liaison:
 - a. Serve as CM's liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of Contract Documents; and assist CM in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-site operations.
 - b. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
4. Shop Drawings and Samples:
 - a. Record date of receipt of Shop Drawings and Samples.
 - b. Receive Samples which are furnished at the Site by Contractor, and notify CM of availability of Samples for examination.
 - c. Advise CM and Contractor of the commencement of any Work requiring a Shop Drawing or Sample if the submittal has not been approved by Design Professional.
5. Review of Work, Rejection of Defective Work, Inspections and Tests:
 - a. Conduct on-site observations of the Work in progress to determine if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to CM whenever Resident Project Representative believes that any Work will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise CM of Work the Resident Project Representative believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
 - c. Verify that tests, equipment and systems start-up and operating and maintenance training are conducted in the presence of appropriate personnel, and the Contractor maintains adequate records thereof; and observe record and report to CM appropriate details relative to the test procedures and start-ups.
 - d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to CM.
6. Interpretation of Contract Documents: Report to CM when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Design Professional.

7. Request for Revisions: Consider and evaluate Contractor's suggestions for revisions to Drawings or Specifications and report with Resident Project Representative's recommendations to CM and Design Professional. Transmit to Contractor in writing decisions as issued by CM.
 8. Records:
 - a. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and Samples, reproductions of original Contract Documents, including all Work Change Directives, Addenda, Change Orders, Field Orders, Written Amendments, additional Drawings issued subsequent to the execution of the Contract, CM's clarifications and interpretations of the Contract Documents, progress reports, submittals and correspondence received from and delivered to Contractor and other Project related documents.
 9. Reports:
 - a. Furnish to CM periodic reports as required of progress of the work and of Contractor's compliance with the progress schedule and schedule of Shop Drawings and Sample submittals.
 - b. Consult with CM in advance of scheduled major tests, inspections or start of important phases of the Work.
 - c. Draft proposed Written Amendments, Change Orders and Work Change Directives, obtaining backup material from Contractor and recommend to CM Written Amendments, Change Orders, Work Change Directives, and Field Orders.
 - d. Report immediately to CM and Owner the occurrence of any accident.
 10. Payment Requests: Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Owner, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment at the Site but not incorporated in the Work.
 11. Completion:
 - a. Before CM issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.
 - b. Observe whether Contractor has performed inspections required by laws or regulations, ordinances, codes or order applicable to the Work, including but not limited to those to be performed by public agencies having jurisdiction over the Work.
 - c. Conduct a final inspection in the company of CM, Design Professional, Owner and Contractor and prepare a final list of items to be completed or corrected.
 - d. Observe whether all items on final list have been completed or corrected and make recommendations to CM concerning acceptance.
- B. Limitations of Authority of Resident Project Representative:
1. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items), unless authorized by Design Professional.

2. Shall not exceed limitations of CM's authority as set forth in Agreement or the Contract Documents.
3. Shall not undertake any of the responsibilities of Contractor, Subcontractor, Suppliers, or Contractor's superintendent.
4. Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
5. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work or any activities or operations of Owner or Contractor.
6. Shall not accept shop drawing or sample submittals from anyone other than the Contractor.
7. Shall not participate in specialized field or laboratory tests or inspections conducted by others, except as specifically authorized by CM.

G. Scope of services level of effort for Sub-task 130 includes:

- a. One (1) Senior daily Resident Project Representatives at 50 hours per week for 108 weeks,
- b. One (1) specialty electrical inspector at 20 hours per week for 108 weeks,
- c. One (1) specialty coatings and piping inspector at 432 hours on-call, and
- d. One (1) SCADA – I&C specialist for coordination of AES and technical issues related to SCADA system implementation for 20 hours per month for 24 month duration.

Sub-Task 140 Commissioning and Start-up Coordination Services

A. Preparation for Commissioning and Start-Up

- a. Document review of Conformed Drawings and Specifications for Commissioning and Start-up (C&SU) purposes.
- b. Review Contractor's C&SU Plan and coordinate with City Operations Staff.
- c. Review Contractor's functional and performance test packages using Contract Documents and Equipment Submittals / O&M Submittals.

B. Coordinate and Conduct Commissioning and Start-up

- a. Review of Contractor's Operational Readiness Testing
- b. Review of Contractor's Functional Demonstration Testing
- c. Review vendor training with City Operations staff
- d. Review Contractor's Document Management Report for Testing and Training
- e. Attend C&SU Meetings with Contractor, vendors and City staff.
- f. Support Contractor's 30-day Site Acceptance Test
 - i. Review 30-day Test Plan

- ii. Attend 4 days of the 30-day test for set up and data verification.
- C. Observe and report to CM any and all issues that arise during the C&SU activities. Brief CM, ENGINEER and CITY staff as needed.
- D. Scope of services level of effort for Sub-task 140 includes Commissioning and Start-up Manager for 1300 hours.

Sub-Task 150 Construction Management Support Services

- A. Electronic Document Management - CM will establish and maintain a construction document control system for organized management of the documents generated during construction. The construction document control system will consist of electronic document filing system using Sharepoint to log documents generated during construction. Sharepoint will be developed and maintained to facilitate transmittal of documents between the CONSTRUCTION MANAGER, ENGINEER, OWNER, and Contractor.

The construction document control system will provide access to, and retrieval of, documents generated during construction, including but not limited to:

- Change Order Requests (COR)
- Conformed Contract Documents
- Baseline Construction Schedule and Schedule Updates
- Correspondence
- Design Clarification/Interpretations
- Field Orders
- Payment Applications
- Progress Meeting Minutes
- Progress Reports
- Requests for Information (RFI)
- Work Change Directives (WCD)
- Submittals

Separate tracking logs for each type document, as appropriate, listed above will be maintained by the CONSTRUCTION MANAGER in spreadsheet format.

Upon completion of construction, the project records will be archived and transmitted to CITY on an external hard drive for permanent storage into City Record Management system.

Scope of services includes 8 hours per week for 108 weeks for office engineer for document management and assistant to Project Construction Manager.

- B. Technical Issues - CM will provide services of a senior technical advisor for on-call oversight of technical issues that may arise during course of project construction. Scope of services includes 216 hours for senior advisor.
- C. Project Controls –

CM will maintain a budget tracking system for the CM's fee. The budget tracking system will be used to identify potential out of scope items, including change orders, and impacts to the overall budget.

CM will provide support of a senior project controls manager for budget reporting and cost analyses including review of Change Management items for budget control. Scope of services includes 216 hours for project controls manager.

D. Schedule control –

The Contractor will be responsible for creating and maintaining a CPM construction schedule, as specified in the Contract Documents. The CPM schedule will be developed by the Contractor within 03 days of receipt of Notice-to-Proceed, and will include all tasks along with start and end dates and percentage complete. CM will use that schedule to track progress and to aid in reviewing payment applications, as well as to identify potential slippages in scheduled and opportunities to minimize impacts.

CM will provide support of a senior scheduler for development and review of technical issues related to Contractor's schedule. Scope of services includes 216 hours for scheduler.

Sub-Task 160 Construction Material Inspection and Testing Services

- A. CM will subcontract with a qualified construction materials testing lab to provide quality assurance testing and sampling for project quality management
- B. Project Management – Manage the quality of services provided, assign and manage staff as needed. Attendance and participation in periodic meetings
- C. Sitework - Earthwork Control – Coordination of field technicians for construction materials inspection and testing. Preparation, collection and field or laboratory testing of samples for soil and backfill. Field moisture – density testing during fill operations. Preparation, review and submission of test reports.
- D. Drilled Pier Inspection - Coordination of field technicians for construction materials inspection and testing. Preparation, collection and field or laboratory testing of samples for concrete. Drilled pier inspection. Preparation, review and submission of test reports.
- E. Concrete – Coordination of field technicians for construction materials inspection and testing. Preparation, collection and field or laboratory testing of samples for concrete and flowable fill. Perform batch plant / truck inspection. Preparation, review and submission of test reports.

TIME OF COMPLETION: Consultant is authorized to commence work on the Project upon execution of this AGREEMENT. Services to be provided through December 31, 2023 or through completion of warranty phase of Central Wastewater Treatment Plant expansion whichever comes first.

EXHIBIT 1- PAYMENT

Effective upon the commencement of the Agreement, the District shall pay PLUS SIX ENGINEERING for Services set forth in Exhibit 1 as follows:

- I. An amount equal to the cumulative hours charged to the Project by each of PLUS SIX ENGINEERING's approved employees times the employee's current hourly bill rate for all Services performed on the Project, plus Reimbursable Expenses and PLUS SIX ENGINEERING's Consultants' charges, if any.
2. Hourly bill rate includes compensation for all salary related costs including fringe benefits such as sick leave, vacation, holiday pay, unemployment taxes, social security and Medicare taxes, state and local taxes and workman's compensation insurance.
3. The Contract Amount for PLUS SIX ENGINEERING's Services incorporates all labor, overhead, profit, Reimbursable Expenses, PLUS SIX ENGINEERING's consultants' charges.

Compensation for Reimbursable Expenses.

During the Term of the Agreement, the City shall pay PLUS SIX ENGINEERING for Reimbursable Services as follows:

1. The City shall pay PLUS SIX ENGINEERING for all Reimbursable Expenses at PLUS SIX ENGINEERING's cost multiplied by a factor of 1.05. Receipts for all Reimbursable Expenses over \$25.00 shall be maintained and submitted by PLUS SIX ENGINEERING as part of invoices.
2. Reimbursable Expenses are defined as the following categories to the extent directly incurred for the Project: air fare, automobile rental and leasing subject to prior written approval, fuel mileage charges, parking, tolls, taxi, meals, lodging, postage and mailing costs, delivery services, document reproduction and other miscellaneous costs.
3. Automobile mileage expenses shall be reimbursed at the current established IRS rate multiplied by the number of miles driven which are directly attributable to the Project.

Other Provisions Concerning Payment

1. Whenever PLUS SIX ENGINEERING has received from the City prior written approval to compensation for the charges of PLUS SIX ENGINEERING's Consultants, those charges shall be the amounts billed by PLUS SIX ENGINEERING's consultants to PLUS SIX ENGINEERING times a factor of 1.08.
2. Monthly invoices shall present labor and all Reimbursable Expenses on a per-task basis and as separate line items. Eligible subconsultant mark-up shall be presented as a separate line item under the appropriate task of PLUS SIX ENGINEERING.

City of Pflugerville

Owner's Representative Services for Central WWTP Expansion - Option 2

Fee Summary

Plus Six Engineering, LLC

Nov. 04, 2019

Task No.	Description	Estimated Fee
Basic Services		
100 Construction Management Services		
110	Program Construction Manager Services	\$ 297,426.00
120	Project Construction Manager Services	\$ 294,165.00
130	Resident Project Representative Services	\$ 1,337,699.00
140	Commissioning & Start-up Coordination Services	\$ 322,639.00
150	Construction Management Support Services	\$ 183,841.00
160	Construction Materials Inspection and Testing	\$ 518,974.00
Total Budget for Basic Services		\$2,954,744.00

LABOR HOURS		
	Plus Six - Prime, Non-Local	1,944
	CCM - Sub, Non-Local	1,296
	TEC - Sub, Non-Local	1,992
	JHE - Sub, Local	8,860
	Kleinfelder - Sub, Local	4,376
	TOTAL LABOR HOURS	18,468
	Local % Labor Hours	72%
	Non-Local % Labor Hours	28%

City of Pflugerville
Owner's Representative Services for Central WWTP Expansion - Construction Phase
Proposed Fee Estimate - Detailed Cost Breakdown
Plus Six Engineering, LLC
Nov. 4, 2019

PRIME - LABOR						SUBCONSULTANTS					TOTAL			
Person	Matt Gaughan	Tom Jacobs	Luis Varela / Shelbi Johnson Office Engineer /	Mathew Sharma	Billy Fields Coatings Inspect / RPR	TOTAL HOURS	TOTAL LABOR EFFORT	Expenses	Caledonia CM	TEC Consulting	JH Engineering	Kleinflder	Total Sub Effort	
Project Role	Project Manager	Sr. Advisor	CM Support	Project Controls										
Current Hourly Bill Rate	\$182.50	\$190.00	\$85.00	\$150.00	\$130.00			\$1.00	\$1.00	\$1.00	\$1.00	\$1.00		
TASKS														
100 Construction Management Services														
110 Program Construction Manager Services														
111 PgCM - Management & Reporting	200					200	\$ 36,500	\$ -	\$75,920				\$81,992	\$118,492
112 PgCM - Quality Management	-					-	\$ -	\$ -	\$159,872				\$172,662	\$172,662
113 PgCM - Warranty Inspection Coordination	16					16	\$ 2,920	\$ -	\$3,104				\$3,352	\$6,272
120 Project Construction Manager Services														
121 PCM - Monthly Meetings						-	\$ -	\$ -		\$16,130			\$17,419	\$17,419
122 PCM - Engineering Coordination						-	\$ -	\$ -		\$78,840			\$85,147	\$85,147
123 PCM - Site Visit and Observation Work						-	\$ -	\$ -		\$166,555			\$179,879	\$179,879
124 PCM - Change Management						-	\$ -	\$ -		\$10,851			\$11,719	\$11,719
130 Resident Project Representative Services														
131 RPR - General Coordination					32	32	\$ 4,160	\$ -		\$4,474	\$62,160		\$71,964	\$76,124
132 RPR - Meetings					40	40	\$ 5,200	\$ -		\$8,320	\$72,360		\$87,134	\$92,334
133 RPR - Inspections					344	344	\$ 44,720	\$ -	\$48,000	\$83,680	\$800,354		\$1,006,597	\$1,051,317
134 RPR - Record Management					16	16	\$ 2,080	\$ -		\$2,982	\$62,160		\$70,354	\$72,434
135 RPR - Pay Requests					-	-	\$ -	\$ -			\$42,120		\$45,490	\$45,490
140 Commissioning & Start-up Coordination Services														
141 C&SU - Pre-Commissioning Planning	-	-	-	-	-	-	\$ -	-			\$87,372		\$94,362	\$94,362
142 C&SU - Testing Coordination	-	-	-	-	-	-	\$ -	-			\$179,244		\$193,584	\$193,584
143 C&SU - 30-day Acceptance Test Coordination	-	-	-	-	-	-	\$ -	-			\$32,124		\$34,694	\$34,694
150 Construction Management Support Services														
151 CMS - Electronic Document Management			432			432	\$ 36,720							\$36,720
152 CMS - Technical Issues		216				216	\$ 41,040							\$41,040
153 CMS - Project Controls			216	216		432	\$ 50,760							\$50,760
154 CMS - Schedule Controls			216			216	\$ 18,360			\$34,224			\$36,961	\$55,321
160 Construction Materials Inspection and Testing														
161 CMIT - Earthwork / Soils Testing	-	-	-	-	-	-	\$ -	\$ -				\$72,752	\$78,572	\$78,572
162 CMIT - Drilled Piers	-	-	-	-	-	-	\$ -	\$ -				\$59,280	\$64,022	\$64,022
163 CMIT - Reinforced Concrete	-	-	-	-	-	-	\$ -	\$ -				\$210,840	\$227,707	\$227,707
164 CMIT - Structural Steel	-	-	-	-	-	-	\$ -	\$ -				\$23,160	\$25,013	\$25,013
165 CMIT - Masonry	-	-	-	-	-	-	\$ -	\$ -				\$30,600	\$33,048	\$33,048
166 CMIT - Project Management, Admin and Quality	-	-	-	-	-	-	\$ -	\$ -				\$83,900	\$90,612	\$90,612
Total Basic Services Hours	216	216	864	216	432	1,944	\$ 242,460		\$286,896	\$406,056	\$1,337,894	\$480,532	\$2,712,284	\$2,954,744
Total Basic Services Labor and Expenses Effort	\$39,420	\$41,040	\$73,440	\$32,400	\$56,160	1,944	\$242,460		\$286,896	\$406,056	\$1,337,894	\$480,532	\$2,712,284	\$2,954,744

City of Pflugerville
Owner's Representative Services for Central WWTP Expansion - Construction Phase
Proposed Fee Estimate
Subconsultant - Caledonia Construction Management, LLC
Nov. 04, 2019

	Sub-Caledonia CM		Sub Labor	Sub Expenses
Team Member	Charles Cameron ¹	Expenses		
Project Role	QC Manager			
Current Hourly Bill Rate	\$165.00	\$1.00		

TASKS

100 Construction Management Services

110 Program Construction Manager Services	-			
111 PgCM - Management & Reporting	432	\$4,640	\$71,280	\$4,640
112 PgCM - Quality Management	848	\$19,952	\$139,920	\$19,952
113 PgCM - Warranty Inspection Coordination	16	\$464	\$2,640	\$464
120 Project Construction Manager Services	-			
121 PCM - Monthly Meetings				
122 PCM - Engineering Coordination				
123 PCM - Site Visit and Observation Work				
124 PCM - Change Management				
130 Resident Project Representative Services	-			
131 RPR - General Coordination	-			
132 RPR - Meetings	-			
133 RPR - Inspections	-	\$48,000		\$48,000
134 RPR - Record Management	-			
135 RPR - Pay Requests	-			
140 Commissioning & Start-up Coordination Services	-	-		
141 C&SU - Pre-Commissioning Planning				
142 C&SU - Testing Coordination				
143 C&SU - 30-day Acceptance Test Coordination				
150 Construction Management Support Services	-	-		
151 CMS - Electronic Document Management				
152 CMS - Technical Issues				
153 CMS - Project Controls				
154 CMS - Schedule Controls				
160 Construction Materials Inspection and Testing	-	-		
161 CMIT - Earthwork / Soils Testing	-	-		
162 CMIT - Drilled Piers	-	-		
163 CMIT - Reinforced Concrete	-	-		
164 CMIT - Structural Steel	-	-		
165 CMIT - Masonry	-	-		
166 CMIT - Project Management, Admin and Quality	-	-		
Total Basic Services Hours	1,296	\$73,056	\$213,840	\$73,056
Total Basic Services Labor and Expenses Effort	\$213,840	\$73,056	\$213,840	\$73,056
Total Subconsultant Effort	\$286,896		\$286,896	

City of Pflugerville
Owner's Representative Services for Central WWTP Expansion - Construction Phase
Proposed Fee Estimate
Subconsultant - TEC Consulting, LLC
Nov. 04, 2019

	Sub - TEC Consulting, LLC				Sub Labor	Sub Expenses
Team Member	Jonathan Tran ¹	Bruce Claver ²	Josh Varghese ³	Expenses		
Project Role	Const Manager	Scheduler	SCADA I&C Specialist			
Current Hourly Bill Rate	\$182.50	\$140.00	\$186.40	\$1.00		

TASKS						
100 Construction Management Services						
110 Program Construction Manager Services	-	-	-	-		
111 PgCM - Management & Reporting						
112 PgCM - Quality Management						
113 PgCM - Warranty Inspection Coordination						
120 Project Construction Manager Services	-	-	-			
121 PCM - Monthly Meetings	52	-	-	\$6,640	\$9,490	\$6,640
122 PCM - Engineering Coordination	432	-	-		\$78,840	
123 PCM - Site Visit and Observation Work	758	-	-	\$28,220	\$138,335	\$28,220
124 PCM - Change Management	54	-	-	\$996	\$9,855	\$996
130 Resident Project Representative Services	-	-	-			
131 RPR - General Coordination			24		\$4,474	
132 RPR - Meetings			40	\$864	\$7,456	\$864
133 RPR - Inspections			400	\$9,120	\$74,560	\$9,120
134 RPR - Record Management			16		\$2,982	
135 RPR - Pay Requests						
140 Commissioning & Start-up Coordination Services	-	-	-			
141 C&SU - Pre-Commissioning Planning						
142 C&SU - Testing Coordination						
143 C&SU - 30-day Acceptance Test Coordination						
150 Construction Management Support Services	-	-	-			
151 CMS - Electronic Document Management						
152 CMS - Technical Issues						
153 CMS - Project Controls						
154 CMS - Schedule Controls		216		\$3,984	\$30,240	\$3,984
160 Construction Materials Inspection and Testing	-	-	-	-		
161 CMIT - Earthwork / Soils Testing	-	-	-	-		
162 CMIT - Drilled Piers	-	-	-	-		
163 CMIT - Reinforced Concrete	-	-	-	-		
164 CMIT - Structural Steel	-	-	-	-		
165 CMIT - Masonry	-	-	-	-		
166 CMIT - Project Management, Admin and Quality	-	-	-	-		
Total Basic Services Hours	1296	216	480	\$49,824	\$356,232	\$49,824
Total Basic Services Labor and Expenses Effort	\$236,520	\$30,240	\$89,472	\$49,824	\$356,232	\$49,824
Total Subconsultant Effort	\$406,056				\$406,056	

City of Pflugerville
Owner's Representative Services for Central WWTP Expansion - Construction Phase
Proposed Fee Estimate
Subconsultant - JH Engineering, LLC
10/10/2019

	Sub - JH Engineering, LLC				Sub Labor	Sub Expenses
Team Member	Jeff Haasch 1	Kirkland Fordham 2	Matt Hladik 3	Expenses		
Project Role	C&SU Manager	Sr. Inspector / RPR	Elec Inspector			
Current Hourly Bill Rate	\$225.00	\$130.00	\$150.00	\$1.00		

TASKS						
100 Construction Management Services						
110 Program Construction Manager Services	-	-	-	-		
111 PgCM - Management & Reporting						
112 PgCM - Quality Management						
113 PgCM - Warranty Inspection Coordination						
120 Project Construction Manager Services	-	-	-	-		
121 PCM - Monthly Meetings						
122 PCM - Engineering Coordination						
123 PCM - Site Visit and Observation Work						
124 PCM - Change Management						
130 Resident Project Representative Services	-	-	-	\$ -		
131 RPR - General Coordination	-	432	40		\$62,160	
132 RPR - Meetings	-	432	108		\$72,360	
133 RPR - Inspections	-	3,780	1,972	\$ 13,154	\$787,200	\$13,154
134 RPR - Record Management	-	432	40		\$62,160	
135 RPR - Pay Requests	-	324			\$42,120	
140 Commissioning & Start-up Coordination Services						
141 C&SU - Pre-Commissioning Planning	380	-	-	\$ 1,872	\$85,500	\$1,872
142 C&SU - Testing Coordination	780	-	-	\$ 3,744	\$175,500	\$3,744
143 C&SU - 30-day Acceptance Test Coordination	140	-	-	\$ 624	\$31,500	\$624
150 Construction Management Support Services	-	-	-			
151 CMS - Electronic Document Management						
152 CMS - Technical Issues						
153 CMS - Project Controls						
154 CMS - Schedule Controls						
160 Construction Materials Inspection and Testing	-	-	-	-		
161 CMIT - Earthwork / Soils Testing	-	-	-	-		
162 CMIT - Drilled Piers	-	-	-	-		
163 CMIT - Reinforced Concrete	-	-	-	-		
164 CMIT - Structural Steel	-	-	-	-		
165 CMIT - Masonry	-	-	-	-		
166 CMIT - Project Management, Admin and Quality	-	-	-	-		
Total Basic Services Hours	1,300	5,400	2,160	\$19,394	\$1,318,500	\$19,394
Total Basic Services Labor and Expenses Effort	\$292,500	\$702,000	\$324,000	\$19,394	\$1,318,500	\$19,394
Total Subconsultant Effort	\$1,337,894				\$1,337,894	

City of Pflugerville
Owner's Representative Services for Central WWTP Expansion - Construction Phase
Proposed Fee Estimate
Subconsultant - Kleinfelder, Inc.
Nov. 04, 2019

	Sub - Kleinfelder									Sub Labor	Sub Expenses
Team Member	Principal	CMIT Manager	Sr. Tech	Tech.	Struct. Steel Insp	CMIT Controller	Dispatch	Expenses	Expenses		
Project Role	TBD	TBD	TBD	TBD	TBD	TBD	TBD	Trip Charge	Testing		
Current Hourly Bill Rate	\$158.00	\$150.00	\$79.00	\$65.00	\$105.00	\$100.00	\$65.00	\$50.00	\$1.00		

TASKS

100 Construction Management Services

110 Program Construction Manager Services	-								-		
111 PgCM - Management & Reporting											
112 PgCM - Quality Management											
113 PgCM - Warranty Inspection Coordination											
120 Project Construction Manager Services	-								-		
121 PCM - Monthly Meetings											
122 PCM - Engineering Coordination											
123 PCM - Site Visit and Observation Work											
124 PCM - Change Management											
130 Resident Project Representative Services	-								-		
131 RPR - General Coordination											
132 RPR - Meetings											
133 RPR - Inspections											
134 RPR - Record Management											
135 RPR - Pay Requests											
140 Commissioning & Start-up Coordination Services											
141 C&SU - Pre-Commissioning Planning											
142 C&SU - Testing Coordination											
143 C&SU - 30-day Acceptance Test Coordination											
150 Construction Management Support Services	-								-		
151 CMS - Electronic Document Management											
152 CMS - Technical Issues											
153 CMS - Project Controls											
154 CMS - Schedule Controls											
160 Construction Materials Inspection and Testing	-		-	-				-	\$ -		
161 CMIT - Earthwork / Soils Testing	24			800				100	\$ 11,960	\$55,792	\$16,960
162 CMIT - Drilled Piers			320	320				80	\$ 9,200	\$46,080	\$13,200
163 CMIT - Reinforced Concrete			960	800				280	\$ 69,000	\$127,840	\$83,000
164 CMIT - Structural Steel					192			24	\$ 1,800	\$20,160	\$3,000
165 CMIT - Masonry			160	80				80	\$ 8,760	\$17,840	\$12,760
166 CMIT - Project Management, Admin and Quality		320				240	160		\$ 1,500	\$82,400	\$1,500

Total Basic Services Hours	24	320	1,440	2,000	192	240	160	564	\$102,220	\$350,112	\$130,420
Total Basic Services Labor and Expenses Effort	\$3,792	\$48,000	\$113,760	\$130,000	\$20,160	\$24,000	\$10,400	\$28,200	\$102,220	\$350,112	\$130,420
Total Subconsultant Effort	\$480,532									\$480,532	

City of Pflugerville
Owner's Representative Services for Central WWTP Expansion
Proposed Fee Estimate
Plus Six Engineering, LLC
Nov. 04, 2019

Rate Schedule (10/22/2019-12/31/2021)

Classification	Bill Rate
Project Manager	\$ 182.50
Construction Manager	\$ 182.50
QC Manager	\$ 165.00
Sr. Advisor	\$ 190.00
Office Engineer - Support	\$ 85.00
Project Controls	\$ 150.00
Coatings Inspector - RPR	\$ 125.00
Scheduler	\$ 140.00
SCADA I&C Manager	\$ 186.40
Comm. & Startup Manager	\$ 225.00
Senior Inspector - RPR	\$ 130.00
Electrical Inspector-RPR	\$ 150.00
Senior Inspector - RPR	\$ 130.00
Commissioning Engineer	\$ 165.00
CMIT Principal	\$ 165.00
CMIT Project Manager	\$ 150.00
CMIT Sr. Technician	\$ 79.00
CMIT Technician	\$ 65.00
Structural Steel Inspector	\$ 105.00
CMIT - Project Controller	\$ 100.00
CMIT - Dispatch	\$ 65.00



October 16, 2019
Proposal No.: AUS19P102679

Mr. Matt Gaughan, P.E.
Engineering Manager
Plus Six Engineering, LLC

**Subject: Construction Materials Testing Proposal
Central WWTP Expansion
City of Pflugerville, Texas**

Dear Mr. Gaughan:

Pursuant to your request, Kleinfelder is pleased to submit this proposal for construction materials testing and observation services for the referenced project.

At this time, we are proposing Construction Materials Testing Services on a combination of "full-time" and "call-out" basis. Services performed and sampling frequencies will be in accordance with the requests received from your office, or from your designated construction representative. We anticipate that our technician services will be provided through our Austin laboratory, with occasional support from another of our laboratories, should the need arise.

PROJECT INFORMATION

It is our understanding that this project is a multi-phased program to increase the capacity of the existing Central Wastewater Treatment Plant. The project involves construction of an influent pump station and headworks; BNR liquids treatment train, clarifier, and other ancillary structures.

The project also includes the construction of an addition to the Public Works Field Operations building as well as site grading, paving and drainage improvements. Maintenance of the existing flood protection berm is also anticipated.

We understand that site improvements are to be constructed in (3) phases, however, our proposal is based on all phases of construction at the request of Mr. Matt Gaughan, P.E.

SCOPE OF SERVICES

The following information forms the basis of this proposal and our scope of services:

- Pflugerville Central WWTP Expansion Contract Documents and Specifications prepared by Freese and Nichols, dated August 7, 2019;
- Pflugerville Central WWTP Expansion Plans prepared by Freese and Nichols, dated August 7, 2019; and
- Our past experiences with projects of similar scopes.

Kleinfelder proposes to provide special inspection and materials testing services during construction of the Central Wastewater Treatment Plant improvements.

The scope of Kleinfelder's services is described below and provides the basis of our preliminary cost estimate. Kleinfelder is committed to providing quality service to you, commensurate with your wants, needs and desired level of risk. If a portion of this proposal does not meet your needs, or if those needs have changed, Kleinfelder will consider appropriate modifications, subject to the standards of care to which we adhere as professionals. Modifications such as change in scope, methodology, scheduling and contract terms may result in changes to the risks that you assume, as well as result in an adjustment to our fees. The following tasks outline our proposed scope of services for this project.

Soils Observation and Testing

Kleinfelder will provide a technical professional for full time and "call-out" monitoring and testing for observation that fill materials are placed and compacted in general conformance with project specifications as requested. Kleinfelder was not provided with a construction schedule during our preparation of on-site time for monitoring the placement of the fill material. The number of site visits or hours on-site may require additional or lesser effort depending upon the schedule of construction. Our earthwork monitoring services may include the following as needed and requested:

- Obtain soil samples and perform laboratory moisture/density relationship and soil classification tests (liquid limit, plastic limit and sieve analysis) for each soil type;
- Observe proof-rolling operations as needed;
- Perform in-place moisture/density tests as requested for select fill / structural fill for all foundations, flexible base, and utility backfill areas.

Drilled Shaft Observation

Kleinfelder will provide a senior technical professional to implement a field monitoring and testing program during drilled pier activities. Excavation observation of the drilled shafts may include:

- Record diameter of drilled shaft
- Record top elevation of the pier (information obtained from project plans and/or existing site grades)
- Record depth to the bearing stratum
- Record penetration depth of the bearing stratum (if applicable)
- Record if casing was used
- Record reinforcing steel cage length, horizontal and vertical bar quantity and size
- Record condition of drilled shaft excavation prior to concrete placement
- Continuous inspection of drilled pier installation to verify proper bearing strata in accordance with plans and Special Inspection Documents.
- Electronic logging of all drilled piers will be utilized to track locations, size, depths, and quick delivery of reports to the appropriate project professionals.
- Concrete placed for the drilled piers will be sampled and tested in accordance with the project plans and specifications.

Structural Concrete Placement and Epoxy Anchor Installation

Our services are anticipated to include periodic and full-time inspection, sampling, and field testing services during the placement of structural concrete and will include: observation and verification of reinforcing steel/post tension tendons placement, concrete testing on slump, air content, temperature, mixing time, and the casting of concrete cylinders for verification of the compressive strength of structural concrete delivered to the site. We will pick up and deliver concrete cylinders to our laboratory for the appropriate testing.

We have not included time for batch plant inspection in this proposal. If it is determined that batch plant inspection services are required during the placement of concrete, we will prepare an addendum to our scope and fee as appropriate to include these costs.

We have assumed the proper submittals of material compliance (including but not limited to reinforcing steel, cement, aggregates and admixtures) will be submitted to eliminate qualification testing by Kleinfelder.

We have assumed, our services will include continuous observation and inspection during the installation of epoxy anchors. Our services will include full-time inspection of epoxy anchors involved in critical connections.

We will utilize multi-disciplined inspectors, to the extent possible, in order to maximize efficiency, minimize the number of inspectors required on site on a particular day, and to control cost.

Structural Steel & Welding Inspection

Kleinfelder will staff the project with a certified special inspector to provide required inspection and testing services. Our services will include periodic observation and inspection of structural steel and welding/bolting during installation. We have assumed that fabrication of structural steel will be performed in the shop of an approved fabricator; thus, eliminating the need for inspection services by Kleinfelder. Kleinfelder can perform these services on a time-and-materials basis in general accordance with our existing agreement, if requested.

During steel bolting and fit up, our services will include observation of torqueing and tensioning of bolts involved in critical connections. We recommend testing samples of high strength bolts, washers and nut assemblies in our laboratory prior to use on the project. Additional testing fees beyond those factored in this proposal and included in our fee estimate will be incurred if bolt assembly mill certifications are unavailable.

Masonry

Kleinfelder will provide a technical professional for call-out inspections to implement an appropriate periodic testing of grout incorporated into concrete unit masonry to verify conformance with the project specifications. Sizes and locations of reinforcing steel will be verified prior to grout placement. Ambient and grout temperature will be recorded along with slump determination and mix proportions. Masonry grout prisms for compressive strength analysis will be cast at a rate specified in the project specifications.

Project Management, Project Administration

Kleinfelder will provide your project with a project manager to serve as coordinator for our services. Our project manager will review the field and laboratory reports during the assessment and construction phases. Items found in non-compliance with the project requirements will be brought to the immediate attention of the construction manager for delivery to the general contractor's construction superintendent, designated design professionals, and your responsible representative and noted in the deviations log. Our project manager will conduct periodic field visits and provide consultation, as needed during the project. The project will be managed closely to identify potential budget and schedule impacts during the course of the project. Kleinfelder's project manager will also monitor field operations for possible out-of-scope items that develop during the course of the project that are not included in this proposal and cost estimate.

Upon completion of the project, we will issue a final inspection report to include the following items; drilled shafts excavation, reinforcing steel concrete placement, structural steel and welding, and post installed anchors. We will also include soils testing performed at the project site and confirmation that the footing bottom was firm and unyielding.

It should be noted that our services will not include: (1) supervision, direction, or acceptance of the contractor's work; (2) interpretation or modification of the project plans or specifications; (3) submittal of test results or reports to any regulatory agency (unless specifically requested by Client in writing); or (4) job site safety.

COMPENSATION

While testing is dependent on the construction sequence, weather conditions, the actual testing performed, **we estimate a time and materials budget of \$480,532.** *Invoicing for this project will reflect the actual quantity of work performed (time and materials) on a portal to portal basis from our Austin office.* This amount will not be exceeded without prior approval. The Client and Kleinfelder may subsequently agree in writing to provide for additional services to be rendered under this agreement for additional, negotiated compensation. Services provided by Kleinfelder will be consistent with the engineering standards prevailing at the time and in the area that the work is performed; no other warranty, express or implied, is intended.

It should be noted that the fees above do not anticipate overtime work on the project. The rates associated with overtime work are 1.5 times the listed hourly rates in the attached Proposed Fee Schedule/Estimate. Overtime for our services is defined as work on the project by a single person in excess of eight hours per day and all time on weekends and/or night shifts. Overtime work can significantly impact our testing and inspection budget for the project. While we will be diligent in our attempts to keep overtime to a minimum, please be aware that contractor scheduling and performance are the primary causes for overtime work. Proficient contractor performance and scheduling minimizes additional testing and inspection time, consequently resulting in lower total fees. In the event conditions arise which are beyond our control, were unknown at the time this proposal was prepared, unanticipated based on the available information, or differ significantly from the assumptions shown below, we may need to revise our scope of work and estimated fees in order to complete the project. Should this occur, we will contact you for authorization before exceeding the project budget.

Our estimate is provided on a time-and-materials basis. It should be noted that our total fees on the project can fluctuate for a variety of unpredicted reasons beyond our control including weather conditions, the quality and performance of the construction materials used, and the contractor's team, as well as the contractor's approach and scheduling of construction sequences. Jurisdictional requirements not identified at the outset of the project, or other unpredictable events that develop over the course of the project, can contribute to additional unplanned inspection or unanticipated engineering consultation not factored into our estimate.

ASSUMPTIONS

During our proposal preparation certain assumptions were required based on the available information (noted above), the following assumptions apply:

- Access to the site will be provided by the client.
- Work will be performed during normal business hours, typically between 7AM and 4PM.
- Overtime services will not be required (more than eight hours per day, Saturday, Sunday, holidays, etc.)
- We have not included additional time for re-inspection of deficient work and call-out inspection services in which the element requiring inspection is not ready requiring stand-by or show-up with no work inspection/testing service performed.
- Does not include sampling/testing of reinforcing steel, cement, and aggregates for concrete materials.
- Fabrication of structural steel will be performed at the shop of an approved fabricator eliminating special inspection services of fabrication by Kleinfelder. These services can be provided, if required, after receiving appropriate authorization.
- This proposal excludes the cost of any equipment (i.e. scaffold, scissor lifts, telescopic booms, ladders, shoring, etc.) to gain access to any area requiring inspection or sampling of materials.
- Kleinfelder will not assume Geotechnical Engineer of Record for the project. We can provide these services if requested, upon receiving authorization.
- Does not include testing services for offsite construction including fabrication of structural steel.

LIMITATIONS

Our work will be performed in a manner consistent with that level of care and skill ordinarily exercised by other members of Kleinfelder's profession practicing in the same locality, under similar conditions and at the date the services are provided. Our conclusions, opinions and recommendations will be based on a limited number of observations and data. It is possible that conditions could vary between or beyond the data evaluated. Kleinfelder makes no guarantee or warranty, express or implied, regarding the services, communication (oral or written), report, opinion, or instrument of service provided.

Materials testing, and observation services provided by Kleinfelder will be performed in accordance with generally accepted procedures practiced within the project area at the time of our services. Even with diligent monitoring, construction defects may occur. In all cases, the contractor is solely responsible for the direction and quality of the work, adherence to plans and specifications, and repair of defects regardless of when they are found.

This proposal is valid for a period of 45 days from the issue date. This proposal was prepared specifically for the client and its designated representatives and may not be provided to others without Kleinfelder's express permission.

TERMS OF ENGAGEMENT

The services will be performed in accordance with the scope of services described in this proposal. Please indicate your approval of the proposal by signing this proposal and returning the entire document to our office. A fully executed copy will be returned to you. Any modifications of the attached language must be accepted by both parties and may result in an increase in scope and compensation. Acceptance of this proposal indicates Client's review and understanding of the scope of services, budget and terms.

* * *

We appreciate the opportunity to provide you with this proposal and look forward to working with you on this project. If you have any questions or wish to discuss, please contact us at 512.926.6650.

Sincerely,

KLEINFELDER, INC.

Texas Registered Engineering Firm F-16438



Jason A. Reeves, P.E.
Materials Testing Manager



Jeremy L. Larsen
National Service Manager

Attachments:

Proposed Fee Schedule Estimate



TABLE 1
Special Inspection and Construction Materials Testing
Fee Estimate
Central WWTP Expansion
City of Pflugerville, Texas

Special Inspection and Construction Materials Testing

Soils Observation and Testing Services

Soils Observation and Testing Services					
	Number of Visits (days)	Hours each visit (hours)	Total (hours)	Rate	Cost
Technician - Subgrade/Fill Observation and Testing	100	8	800	\$65.00	\$52,000.00
Principal Professional - site visit, oversight and consultation	6	4	24	\$158.00	\$3,792.00
Vehicle/Round Trip Charge	100		100	\$50.00	\$5,000.00
Nuclear Soil Density/Moisture Gauge (per day)	100		100	\$79.00	\$7,900.00
ESTIMATED SUBTOTAL					\$68,692.00

Soils Laboratory Testing

Soils Laboratory Testing	Total (each)	Rate	Cost
Standard Proctor, 4" Mold	10	\$249.00	\$2,490.00
Atterberg Limits, One Point Method	10	\$79.00	\$790.00
Sieve Analysis, % Finer than 200 Sieve	10	\$78.00	\$780.00

ESTIMATED SUBTOTAL

Drilled Pier Inspection and Testing Services

Drilled Pier Inspection and Testing Services			Number of Visits (days)	Hours each visit (hours)	Total (hours)	Rate	Cost
Technician - Drilling Observation			40	8	320	\$65.00	\$20,800.00
Senior Inspector - Reinforcing Steel and Concrete Placement			40	8	320	\$79.00	\$25,280.00
Vehicle/Round Trip Charge			80		80	\$50.00	\$4,000.00
ESTIMATED SUBTOTAL							\$50,080.00

Reinforced Concrete Laboratory Testing

Reinforced Concrete Laboratory Testing	Sets (each)	Cylinders Per Set (each)	Total (each)	Rate	Cost
Concrete Compression, 4x8 Cylinders	80	5	400	\$23.00	\$9,200.00
ESTIMATED SUBTOTAL					\$9,200.00

Reinforced Concrete Inspection and Testing Services

[illegible]

Reinforced Concrete Laboratory Testing

Reinforced Concrete Laboratory Testing	Sets (each)	Cylinders Per Set (each)	Total (each)	Rate	Cost
Concrete Compression, 4x8 Cylinders	600	5	3000	\$23.00	\$69,000.00
ESTIMATED SUBTOTAL					\$69,000.00

Structural Steel Inspection and Testing Services

Structural Steel Inspection and Testing Services		Number of Visits (days)	Hours each visit (hours)	Total (hours)	Rate	Cost
Inspector - Structural Steel and Welding Inspection		24	8	192	\$105.00	\$20,160.00
		Number of trips (trips)				
Vehicle/Round Trip Charge		24		24	\$50.00	\$1,200.00
Ultrasonic Testing Equipment		24		24	\$75.00	\$1,800.00
ESTIMATED SUBTOTAL						\$23,160.00

Masonry Observation and Testing Services

[illegible]

Masonry Laboratory Testing

Masonry Laboratory Testing	Sets	Samples Per Set	Total (each)	Rate	Cost
Masonry Prism Compression	20	3	60	\$115.00	\$6,900.00
Masonry Grout Compression	20	3	60	\$31.00	\$1,860.00
ESTIMATED SUBTOTAL					\$8,760.00

Project Management, Administration and Quality Assurance

Project Management, Administration and Quality Assurance	Number of Weeks (weeks)	Hours each week (hours)		Rate	Cost
Project Manager - Project Management/Review	80	4	320	\$150.00	\$48,000.00
Project Controls Professional - Project Controls	80	3	240	\$100.00	\$24,000.00
Administrator - Dispatch/Field Coordination/Word Processing/Misc.	80	2	160	\$65.00	\$10,400.00
Final Inspection Report			1	\$1,500.00	\$1,500.00
ESTIMATED SUBTOTAL					\$83,900.00

TOTAL ESTIMATED FEE

****Please note: Overtime services not specifically listed above will incur a multiplier of 1.50 times the rate shown and Double time will incur a multiplier of 2.0 times the rate shown.****

Caledonia Construction Management, LLC
2015 Diamond Ridge Drive
Carrollton, TX 75010



October 15, 2019

Plus Six Engineering LLC
1452 Hughes Road. #200
Grapevine, Tx, 76051
Attn: Matt Gaughan

Re: City of Pflugerville
Central Wastewater Treatment Plant Expansion Phase I – Owners Representative Services
Caledonia Construction Management, LLC – Proposal Letter

Dear Matt:

Caledonia Construction Management, LLC (CCM) is proud to be part of the Plus Six Engineering, LLC team for the City of Pflugerville Central Wastewater Plant Expansion Project Phase I. CCM is a privately held firm headquartered in Carrollton, Texas. CCM specializes in Program and Construction Management for water and wastewater projects.

Please find attached the CCM scope and fee proposal for the Central Wastewater Treatment Plant Expansion – Owners Representative Services project.

Task/Subtask	Role/Billing Rate	Hours	ODC
100 Construction Management Services	QC Manager \$165/hr		
110 Program Construction Manager Services		1,296	\$25,056*
130 Resident Project Representative Services			\$48,000**
	Sub Total	\$213,840	\$73,056
	Total		\$286,896

* Based on 108 week project duration, 1 trip per week, 400 miles per trip at \$0.58/mile.

** Based on GPS Equipment Rental at \$2,000 per month for 24 months

Charles Cameron will serve as CCM point of contact for its subcontract.

Phone - 214 215 8023

Email – charles.cameron@caledoniacm.com

CCM is committed to a collaborative partnership with Plus Six Engineering LLC and the City of Pflugerville. CCM will bring its extensive experience and expertise in delivering similar projects to the Phase I Central Wastewater Plant Expansion Project. CCM appreciates the opportunity and looks forward to working with Plus Six Engineering and the City of Pflugerville on this project.

Sincerely,

Charles Cameron

Construction Manager

Owner

Caledonia Construction Management, LLC

charles.cameron@caledoniacm.com

214 215 8023

**City of Pflugerville
Central WWTP Expansion
Phase I Improvements
Construction / Commissioning and Startup Inspection Services
Level of Effort Estimate - Labor Cost**



TBPE Firm No. F-19850

Item/Description	Specifcation Section	Commissiointing and Startup Manager	Engineering & Construction Inspection Coordinator	Electrical Inspector / Master Electrician		Total Labor Hours
		Jeff Haasch, PE,PMP	Kirkland Fordham	Matt Hladik		
Billable Hourly Rate		\$ 225.00	\$ 130.00	\$ 150.00		
Task 700 - Construction Management Services						
730 Resident Project Representative Services			5,400	2,160		7,560
740 Commissioning & Startup Coordination Services		1,300				1,300
Sub-Total		1,300	5,400	2,160	-	8,860
Total Hours		1,300	5,400	2,160	-	8,860

Billable labor	\$ 1,318,500
ODCs	\$ 19,394
	\$ -
Total	\$ 1,337,894

Exclusions and Clarifications:

- 1.0 Additional manpower and LOE not specifically included above
- 2.0 Support provided for the hours shown above is for inspection and coordination only. All effort to complete tasks being witnessed and inspected shall be provided by the Contractor.
- 3.0 Assumed 50 hours/week, 108 weeks for construction inspection
- 4.0 Assumed 40 hours/week, 54 weeks for electrical inspection
- 5.0 Assumed 50 hours/week, 26 weeks for commissioning and startup and not necessarily consecutive.
- 6.0 Two week notification is required for services to be scheduled.
- 7.0 Instrumentation necessary to conduct any and all testing shall be provided by the Contractor and is not included in this SOW

**City of Pflugerville
Central WWTP Expansion
Phase I Improvements
Construction / Commissioning and Startup Inspection Services
Travel Expenses & Other Direct Costs**



Travel Expenses and Other Direct Costs (ODCs) Assumptions:

Mileage Reimbursement	\$0.580 per mile
Stay:	
Hotel (GSA Rate)	\$0.00 per day
Meals (GSA Rate)	\$0.00 per day
Rental Car (truck/suv)	\$0.00 per day
Parking at Departing Airport	\$0.00 per day
Total daily expenses	\$0.00 per day
Round trip mileage per trip for Jeff Haasch	66 miles
Round trip mileage per trip for Kirkland Fordham	30 miles
Round trip mileage per trip for Matt Hladik	30 miles
Airfare	\$0.00 each trip

Task	Item	Labor Hours By Position			Total Hours	Total Work Days			ODC Sub Total by Task
		Commissioning and Startup Manager	Engineering & Construction Inspection Coordinator	Electrical Inspector / Master Electrician			# of trips	Travel Cost	
Task 730 - Resident Project Representative Services	Hours	-	5,400	2,160	7,560	756	756	\$ 17.40	\$ 13,154
Task 740 - Commissioning & Startup Coordination Services	Hours	1,300	-	-	1,300	163	163	\$ 38.28	\$ 6,240
						Total	919		\$ 19,394

October 15, 2019

Mr. Matt Gaughan, PE
Plus Six Engineering, LLC
1452 Hughes St., #200
Grapevine, TX 76051

Re: Construction Management Services for City of Pflugerville Central Wastewater Treatment Plan Project

Dear Mr. Matt Gaughan, PE:

TEC Consulting, LLC is pleased to offer the following proposal to Plus Six Engineering, LLC (PSE) for construction management services during construction for the City of Pflugerville Central Wastewater Treatment Project for your consideration.

Scope of Project

TEC will provide construction, SCADA and time management services for the construction of Central Wastewater Treatment Plant Project according to PSE Scope of Work, which is a part of PSE's contract signed with the City of Pflugerville.

Services

Our services will include the following general requirements:

- Provide part-time Construction Manager for the project
- Provide part-time SCADA and I&C Manager for the project
- Provide part-time Scheduler for reviews of the contractor's progress schedules
- Coordination with City as needed to perform construction inspection services
- Coordination with Owner as needed to perform construction inspection duties

Fees

TEC proposes construction management services for a total fee not to exceed \$406,056 on a time and materials basis for the project.

Refer to Attachment A for a detailed breakdown of fee.

Reimbursable Expenses

Reimbursable expenses will be invoiced at total cost to TEC. Reimbursable expenses include:

- Mileage (IRS Rate \$0.58 cents/mi)
- Hotel @ \$100 per night

Mr. Matt Gaughan, PE

October 15, 2019

Page 2

Thank you for the opportunity to provide Plus Six Engineering, LLC. with these services. Let me know if you have any questions or concerns.

Sincerely,

A handwritten signature in black ink, appearing to read "Jonathan Tran". The signature is fluid and cursive, with a long, sweeping underline that extends to the left.

Jonathan Tran, PE, CCM

Owner

Enclosure

Attachment A – TEC's Fee Schedule

Attachment A - Fee Schedule
City of Pflugerville - Central Wastewater Treatment Plant Construction Management
Date: 10-15-2019

Labor							ODCs		Total	Notes
Name	Position	Rate	Hours/Week	Weeks	Total Hours	Subtotal	Mileage	Hotel		
Jonathan Tran	Contruction Manager	\$ 182.50	12	108	1296	\$ 236,520.00	\$ 25,056.00	\$10,800.00	\$ 272,376.00	12 hours a week for project duration (108 weeks)
Josh Varghese	SCADA I&C Manager	\$ 186.40	40	12	480	\$ 89,472.00	\$ 2,784.00	\$ 7,200.00	\$ 99,456.00	40 hours a week for 12 weeks duration
Bruce Claver	Scheduler	\$ 140.00	2	108	216	\$ 30,240.00	\$ 2,784.00	\$ 1,200.00	\$ 34,224.00	2 hours per week for project duration (108 weeks)
					Fee Total				\$ 406,056.00	