

**PROFESSIONAL SERVICES AGREEMENT
FOR
WILBARGER WASTEWATER INTERCEPTOR**

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

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

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

I. DEFINITIONS

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

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

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

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

II. TERM

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

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

III. SCOPE OF SERVICES

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

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

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

IV. COMPENSATION TO CONSULTANT

4.1 In consideration of Consultant's performance in a satisfactory and efficient manner, as determined solely by City Manager, of all services and activities set forth in this Agreement, City agrees to pay Consultant an amount not to exceed Eight hundred fifty-eight thousand, fifty-nine dollars and thirty-five cents (\$858,059.35) as total compensation, to be paid to Consultant as further detailed in Attachment B.

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

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

V. OWNERSHIP OF DOCUMENTS

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

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

VI. RECORDS RETENTION

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

6.2 Consultant shall retain any and all documents produced as a result of services provided hereunder for a period of four (4) years (hereafter referred to as "retention period") from the date of termination of the Agreement. If, at the end of the retention period, there is litigation or other questions arising from, involving or concerning this documentation or the services provided hereunder, Consultant shall retain the records until the resolution of such litigation or other such

questions. Consultant acknowledges and agrees that City shall have access to any and all such documents at any and all times, as deemed necessary by City, during said retention period. City may, at its election, require Consultant to return said documents to City prior to or at the conclusion of said retention.

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

VII. TERMINATION

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

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

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

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

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

7.4.1 Bankruptcy or selling substantially all of company's assets

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

7.4.3 Performing unsatisfactorily

7.5 *Termination By Law.* If any state or federal law or regulation is enacted or promulgated which prohibits the performance of any of the duties herein, or, if any law is interpreted to prohibit such performance, this Agreement shall automatically terminate as of the effective date of such prohibition.

7.6 Regardless of how this Agreement is terminated, Consultant shall affect an orderly transfer to City or to such person(s) or firm(s) as the City may designate, at no additional cost to City, all completed or partially completed documents, papers, records, charts, reports, and any

other materials or information produced as a result of or pertaining to the services rendered by Consultant, or provided to Consultant, hereunder, regardless of storage medium, if so requested by City, or shall otherwise be retained by Consultant in accordance with Article VI. Records Retention. Any record transfer shall be completed within thirty (30) calendar days of a written request by City and shall be completed at Consultant's sole cost and expense. Payment of compensation due or to become due to Consultant is conditioned upon delivery of all such documents, if requested.

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

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

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

VIII. NOTICE

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

If intended for City, to:

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

If intended for Consultant, to:

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

IX. INSURANCE

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

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

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

City of Pflugerville

Insurance Requirements

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

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

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

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

Questions regarding this insurance should be directed to the City of Pflugerville (512) 990-6100. A contract will not be issued without evidence of Insurance. 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 and the indemnification obligation is subject to the limitations in Texas Local Government Code Section 271.904.

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: Maldonado-Burkett, 7Arrows Land Staff, Arias & Associates, Plummer Associates, RIOS Group, and Cox|McLain Environmental Consulting. Any deviation from this subcontractor list, whether in the form of deletions, additions or substitutions shall be approved by City prior to the provision of any services by said subcontractor.

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

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

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

XII. INDEPENDENT CONTRACTOR

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

XIII. CONFLICT OF INTEREST

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

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

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

XIV. AMENDMENTS

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

XV. SEVERABILITY

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

terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

XVI. LICENSES/CERTIFICATIONS

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

XVII. COMPLIANCE

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

XVIII. NONWAIVER OF PERFORMANCE

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

XIX. LAW APPLICABLE

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

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

XX. LEGAL AUTHORITY

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

XXI. PARTIES BOUND

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

XXII. CAPTIONS

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

XXIII. INCORPORATION OF EXHIBITS

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

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

XXIV. ENTIRE AGREEMENT

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

XXV. MISCELLANEOUS CITY CODE PROVISIONS

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

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

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

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

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

25.6 Texas Government Code Mandatory Provision. The City of Pflugerville may not enter into a contract with a company for goods and services unless the contract contains a written verification from the company that it; (i) does not boycott Israel; and (ii) will not boycott Israel during the term of the contract. (Texas Government Code, Chapter 2270.002) by accepting this rider, the Consultant hereby verifies that it does not boycott Israel, and agrees that, during the term of this agreement, will not boycott Israel as that term is defined in the Texas Government Code, Section 808.001, as amended. Further, the Consultant hereby certifies that it is not a company identified under Texas Government Code, Section 2252.152 as a company engaged in business with Iran, Sudan, or Foreign Terrorist Organization.

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

**CITY OF
PFLUGERVILLE**

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

(Signature)

Printed Name: Sereniah Breland

Title: City Manager

Date: _____



(Signature)

Printed Name: Sean Mason, P.E.

Title: Associate

Date: October 14, 2020

APPROVED AS TO FORM:



Charles E. Zech

City Attorney

DENTON NAVARRO ROCHA BERNAL & ZECH, P.C.



Attachment A

Wilbarger Creek Regional Wastewater Interceptor Scope of Services

Project Understanding

Kimley Horn understands the project to be the Wilbarger Creek Wastewater Interceptor Project, which is approximately 15,000 linear foot ("LF") of 54-inch diameter wastewater interceptor that will connect to the Carmel Lift Station and Future Wilbarger Wastewater Treatment Plant.

Scope of Services – Basic Services

Task 1 – Design Management and Data Collection

Design Management

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

- a) Project Schedule and Work Plan – Kimley Horn will develop the project schedule and work plan for executing the project scope of services.
- b) Coordination with the City of Pflugerville– Assumes ongoing coordination efforts with the Client and the Kimley Horn PM; in the form of answering questions, providing updates, and providing documents as they are produced. This task is separate than the progress meetings as defined in part (e) of this Task 1.
- c) Invoicing and Progress Reports – Assume this project task will have a duration of 8 Months and includes monthly invoicing and progress reports.
- d) Project Kick-Off Meeting – Project team will attend a kickoff meeting with the City of Pflugerville and the Owners representative.
- e) Up to eight (8) progress meetings – This assumes a monthly meeting with the City of Pflugerville and Owners Representatives. Kimley Horn will produce meeting minutes for each progress meetings. This includes one site visit meeting during the Preliminary Phase for the routing phase.
- f) Team Meetings – Biweekly Project Team meetings including Kimley Horn and Subconsultants. Assumes 21, 30-minute biweekly meetings.
- g) Travis County Meeting – Assumes 1 meeting with Travis County to discuss the project.
- h) Wilbarger Creek Wastewater Treatment Plant Coordination – Kimley horn coordination includes two (2) coordination calls.
- i) Data Collection, Research, and Electronic File Creation– Kimley-Horn will create electronic base files by downloading and converting different electronic files provided by the City of Pflugerville into useable files for the Preliminary Phase of this project. Kimley-Horn will also research and incorporate available record drawings and studies as provided to fit in with this project as needed. The City will be responsible for making the following data available in the vicinity of the projects for Kimley Horn:

- Client GIS Data – Storm, Sewer, Wastewater, Water, High Resolution Photography, LIDAR, Roadway Master Plan Alignments. If the City is unable to provide this information, then Kimley Horn will use the available online resources for GIS shapefiles.
- Client Record Drawings - Storm, Sewer, Wastewater, Water, Roadway, and Site and Subdivision Plans
- Client Master Plans - Storm, Sewer, Wastewater, Water, Roadway, and Park/Trail
- Updated Floodplain Study of Wilbarger Creek and Tributaries that has modeled Atlas-14 rainfall intensities.
- Wilbarger Wastewater Treatment Plant data from plant consultant, including flow information and criteria.

Task 2 – Analysis, Routing, and Conceptual Design

- a) Field Visit – Kimley Horn shall do one site visit to observe the field conditions accessible at the time with limited Right of Entry.
- b) Wastewater Interceptor Model: Based upon the information obtained from Task 1, prepare a SewerCAD model for the sizing of the proposed wastewater interceptor improvements. **The wastewater capacity project component will be performed by Plummer and Associates in the Subconsultants Task listed below.**
- c) Routing and Conceptual Design: Based upon the information obtained from Task 1, Kimley Horn shall perform a routing and conceptual design services for the Project described herein. Kimley Horn will conduct a routing study for the alignments including up to three (3) routes for the wastewater interceptor, with the following considered:
 - Wastewater Length and Depth
 - Probable construction cost;
 - coordination, permitting, and stakeholders;
 - accessibility for maintenance;
 - easement and ROW requirements;
 - non-utility obstructions;
 - constructability and construction type (open cut, trenchless, and proposed trenchless construction technology when applicable);
- d) Kimley Horn shall prepare draft alignment exhibits for the Project for review with the City. The exhibits shall contain the proposed and recommended alignments of the proposed interceptor, profiles, approximate property boundaries, and significant routing features, such as trenchless construction, tree/landscaping impacts, obstructions, and other impacts identified during the routing process, along the proposed routes. The exhibit shall be prepared in GIS or AutoCAD with the data received from the City.
- e) Environmental Desktop Study Review – Performed by Cox Mclain and the scope is within Task 4 of this proposal, Kimley-Horn will review and provide comments as necessary.
- f) Opinion of Probable Construction Cost (OPCC) – Kimley Horn will prepare an opinion of probable construction cost for each alignment with a 30% contingency. Kimley Horn has no control over the cost of labor, materials, equipment, or over the Contractor's methods of

determining prices or over competitive bidding or market conditions. Opinions of probable costs provided are based on the information known to Kimley Horn at the time and represent only the Consultant judgment as a design professional familiar with the construction industry.

- g) Technical Memorandum to document the alignment study and supplement the EFR in the next phase. This technical memorandum shall consist of the project alignment studies, pipeline design calculations, diversion structure, cost estimates, and alignment recommendation.
- h) QA/QC – Kimley Horn shall perform a quality control check of the alignment study, calculations, modeling, and cost estimate prior to submittal to the City of Pflugerville.
- i) Revisions from the QA/QC – Kimley Horn and team shall address the comments from the QA/QC.
- j) Deliverables: Compilation of the Task 2 Phase into a Deliverable package, including compiling pdfs and printing copies.
 - a. Deliverable Summary: Three (3) hard copies and PDF Technical Memo including routing study, interceptor calculations and design, diversion structure hydraulic analysis, and OPCC

Task 3 –30% Design & EFR

The Kimley Horn team will work towards the creation of an EFR and 30% plans to make way for survey metes and bounds, environmental study, appraisals, and submittal to TWDB. Kimley Horn and team will use LIDAR and Aerials as in Task 1 for the existing ground and background for this milestone. Topographic and on the ground survey shall be included in a future scope of work after the alignment is identified. Task 4 includes the subconsultants proposal.

- a) Kimley Horn coordination with the following sub-consultants for field work and document preparation (their scopes are in Task 4 of this proposal):
 - i. Survey – Right of Entry, Boundary Survey, and Metes and Bounds – Coordination with Surveyor and Checking their Metes and Bounds
 - ii. Geotechnical Investigation and Engineering
 - iii. Land acquisition – Right of Entry notification for commencing field services. See Task 5 in this proposal. If the landowner requires additional information, requests a meeting then Kimley Horn will charge as described in Task 5.
 - iv. Environmental – Alignment and project updates communication
 - v. SUE – File sharing and coordination of project area
 - vi. Plummer and Associates – coordination for their design and modeling.
- b) Field Visit – Kimley Horn shall do one site visit to observe the field conditions accessible at the time.
- c) Preliminary 30% Plans – Kimley Horn will prepare Preliminary plans for the wastewater lines to accommodate the EFR. These plans will be prepared on 22"x34". Plans will consist of:
 - i. Cover Sheet
 - ii. Project Notes and Sheet Index (1 Sheet)
 - iii. Project Control Sheet (2 Sheets)

- iv. Diversion Structure Preliminary Plan
 - v. Project Access and Easement Plan (1 sheet)
 - vi. Wastewater Plan Sheets, plan and profile at 22"x34" at 1" =40' (11"x17" at 1" =80') (25 Sheets)
 - vii. Wastewater Detail Sheets (4 sheets)
- d) Engineering Feasibility Report (EFR) preparation to TWDB Standards with the following:
- o Executive Summary
 - o Introduction
 - o Design Criteria
 - o Selected Alignment and Alternatives considered
 - o Required Permits and Associated Permitting Entity
 - o Pipe Material Recommendation
 - o Trenchless Construction
 - o Constructability Considerations
 - o Staging/Hauling/Spoils Considerations
 - o Testing Considerations
 - o Future Access and Maintenance
 - o Surface Restoration
 - o Traffic Control and Impacts to the Public
 - o Easement Layouts for Easements to be obtained
 - o Permitting requirements: Discussion of required permitting, such as: Travis County, TCEQ, and Environmental permits
- e) Opinion of Probable Construction Cost (OPCC) – Kimley Horn will prepare an opinion of probable construction cost for the project with a 25% contingency. The Consultant has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided are based on the information known to Consultant at the time and represent only the Consultant judgment as a design professional familiar with the construction industry. The Consultant cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.
- f) QA/QC – Kimley Horn shall perform a quality control check of the alignment study, calculations, modeling, and cost estimate prior to submittal to the City of Pflugerville.
- g) Revisions from the QA/QC – Kimley Horn and team shall address the comments from the QA/QC.
- h) Deliverable: Compilation of the Task 3 work products into the required deliverables to the City of Pflugerville and TWDB, including compiling PDFs and printing copies.
- o Deliverable Summary: Three hard copies and PDF of the 30% Plans, EFR, Geotechnical Report, Environmental Study, and OPCC.
- i) Public Meeting with Landowners - As required by the TWDB, Kimley Horn will assist in preparation of the Public Meeting. Cox McClain will be tasked with landowner mailers and public advertisement. Kimley Horn will provide the following:

- Meeting Materials including Roll Plots of the Alignment being presented, sign in sheets, and comment logs
- Attendance at the Public Meeting. This proposal assumes the City of Pflugerville will provide the location for the meeting. Kimley Horn understands that this meeting may be virtual given the current state of COVID and governing regulations.

Task 4 – Subconsultant Services – See the attached scope of service for the following sub-consultants

- a) Maldonado-Burke – Boundary Survey and Metes and Bounds – The scope includes a per each parcel cost for boundary survey and metes bounds, up to 14 total. If during the preliminary phase it is determined that some parcels are not needed, then they can be removed, and the fee updated. Topographic survey will be included in the design phase, after the alignment is selected to provide a more accurate estimate to complete the work.
- b) Cox McIn – Desktop Environmental Study, Field Work, Phase 1 ESA, and EID in conformance with the TWDB requirements. This scope, as written with assumptions, will be adequate through Final Design.
- c) The Rios Group – Level D SUE. Additional scope will be needed at future design phases after study of the area during this preliminary phase.
- d) 7 Arrow Land Consultants – Right of Entry, Title Services, Appraisal Services, Negotiation, and Closing/Acquisition, Services. The scope includes a per each parcel cost for services, up to 14. This assumes right of entry and title will be for 14 lots and once the project design is advanced, the corresponding number of parcels will be updated in the fee for appraisals, negotiations, and closing/acquisition. This scope, as written with assumptions, will be adequate through Final Design.
- e) Arias Geoprosessionals – Geotechnical Data Report and Geotechnical Design Memorandum. This scope, as written with assumptions, will be adequate through Final Design.
- f) Plummer Associates – Pipe hydraulic modeling and design, diversion structure, and plan and profiles. Additional scope will be needed at future design phase for final engineering design.

Task 5 – Landowner Coordination – Hourly Task

Right of Entry, Alignment, and Landowner Coordination during field services - Begin Right of Entry and coordination with 7 Arrow Land Consultants. See the 7 Arrow proposal in the Task 4d Attachment. This task involves Kimley Horn support in obtaining Right of Entry to 7 Arrow and the City of Pflugerville. It is assumed that Right of Entry will be granted, however if the landowner refuses right of entry, then Kimley Horn and project team will notify the City of Pflugerville. This scope does not include injunction services, and this is assumed to be handled by the City of Pflugerville's Attorney. Right of Entry refusal or delay will cause delay in the project schedule. This task also allows for one (1) meeting per landowner to review and discuss alignment during the routing phase (Task 2) and provide an exhibit, if requested by the landowner. The hours assume 6 hours of Project Manager time and 4 hours Project Engineer time per parcel for Right of Entry and landowner coordination, up to 14 parcels.

Additional Services & Assumptions

The Engineer's compensation is a not-to-exceed fee for services described in the Agreement. The Engineer will submit a written estimate of fees to the City and obtain the City's authorization before initiating any additional services. Services not specifically provided for in the above scope will be billed

as additional services and performed at our then current hourly rates. Additional services we can provide include, but are not limited to, the following:

- This proposal assumes that the Maldonado Burke proposal and 7 Arrow Land Consultants will be billed on a per parcel basis.
- If additional landowner meetings or coordination is necessary and exceeds what is outlined in the basic services, then additional services can be provided to the City of Pflugerville.
- Basic services include no meetings with TWDB at the request of the client.
- Basic services assume the City of Pflugerville will order the property appraisals with information provided by the project team: Kimley Horn and 7 Arrow Land Consultants. If Kimley Horn is to order the appraisals, then this would be additional services.
- Basic services of this scope do not include topographic survey. This shall be executed in a future contract for the project after the alignment is finalized.
- Basic services for this scope assume up to 14 parcels will be needed for boundary survey and easement metes and bounds preparation. The affected number of landowners remains an unknown until the alignment design is more clearly drawn and analyzed. If an increase or decrease is encountered in the number parcels are affected, the Maldonado-Burke proposal outlines the cost per parcel for their services.
- Basic services in this scope does not include Eminent Domain services.
- Basic services define the right of entry Scope of Services. If the right of entry is denied by the landowner or access is blocked in any other way for the field teams, then the City of Pflugerville will be immediately informed, and other measures will have to be undertaken. This is outside of the scope of services and can have consequences to the project schedule.
- Construction Staking is not included in the basic services of this proposal.
- It is assumed that the City of Pflugerville will provide the most recent floodplain study for Wilbarger creek for us in design. If floodplain study is required, then this would be an additional service.
- Establish new survey monuments for any of the proposed sites is not included in basic services.
- Sampling, testing, or analysis beyond that specifically included in the Scope of Services referenced herein above.
- Assisting Client or Contractor in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this Agreement. Such services, if any, will be furnished by the consultants on a fee basis negotiated by the respective parties outside of and in addition to this Agreement.
- Franchise Utility Design is not included in basic services.
- Appearing before regulatory agencies or courts as an expert witness in any litigation with third parties or condemnation proceedings arising from the development or construction of the Project, including the preparation of engineering data and reports for assistance to the OWNER.
- Any services not listed in the basic Scope of Services



September 24, 2020

Kimley-Horn

2600 Via Fortuna, Bldg. 1, Suite 300
Austin, TX 78746

ATTN: Mr. Lance Parish, P.E.

RE: City of Pflugerville – Wilbarger WWTP Interceptor (Survey Proposal)

Mr. Parish,

Thank you for the opportunity of submitting this proposal for professional land surveying services in connection with your request to provide office and field staff to conduct a boundary survey of (14) parent parcels of land, a sketch and legal description for (14) 35' wide permanent wastewater easements and (14) 25' wide temporary construction easements. The sketch for the permanent easement will also show the temporary easement. The project is located in Pflugerville, Texas. The location and configuration for the easements are shown on two exhibits emailed to our office on September 17, 2020, one of which is made a part of this proposal.

As we understand the project, the parent tract boundary information will be used as a working base map for creating the easements and the center line of the proposed wastewater line. The boundary analysis will not require a separate sketch and legal description. The easements will require a separate sketch and legal description.

SCOPE OF SERVICES

1. Meet with you and your staff to review the scope, schedule and priorities for the project.
2. Provide office staff to acquire the title commitments, created by others on the team, and to analyze the existing easements. Take the conveying documents of the parent tracts and determine the accuracy of the closure and make field sketches for the field crew.
3. Provide field staff to acquire right of entries of each of the parent tract, created by others on the team, and to make any owner contacts and prepare a schedule for the field activities. They will locate boundary evidence such as, but not limited to, iron rods, iron pipes, fences and improvements that may determine the boundary of each parent tract.



4. Provide office staff to determine the actual boundary of the parent tract. Parent tract boundaries will be analyzed and calculated for a mathematical closure. Stakes will not be set on the parent tract. After we receive the proposed center line of the waste water line from the engineer, a corridor will be created for the permanent and the temporary easements and the bearings, distances and areas will be determined for each of the (2) easements.
5. MB will prepare 1 permanent easement and 1 temporary construction easement document for each of the (14) parent tracts. We understand that the width of the permanent easement will be 35' and the width of the temporary easement will be 25'. The (2) easements will be combined in one drawing. Permanent easement centerlines will be staked using 60d nails after easement acquisition is complete.
6. It is MB's understanding that the Right of Entries, Title Commitments, and the Owner's and Easement Abstracts for the (14) parent tracts will be ordered and collected by others and shared with the team prior to mobilizing our field crews.
7. No topographic mapping will be completed with this proposal.
8. Deliverables will be one unprotected digital drawing file combining all the work performed in Civil 3D (2020) format for your use. The second deliverable will be (14) easement drawings with legal descriptions combining the (2) easements in one drawing. These drawings will be signed and sealed by a Registered Professional Land Surveyor. All digital file will not be guaranteed for any purpose. Our guarantee of accuracy will be based on the .pdf file submitted to you.

BASIS FOR COMPENSATION – PRICE PER PARENT TRACT

We propose to provide the above scope of services on a time and material basis based on the following estimates per parcel:

Boundary Base Map

RPLS	4 Hrs.	@	\$200.00 per hour	=	\$	800.00
Surveying Associate	4 Hrs.	@	\$140.00 per hour	=	\$	560.00
CADD Technician	16 Hrs.	@	\$110.00 per hour	=	\$	1,760.00
Field Crew	16 Hrs.	@	\$190.00 per hour	=	\$	3,040.00
Administrative Assistant IV	2 Hrs.	@	\$ 98.00 per hour	=	\$	196.00
					\$	6,356.00

Easements

RPLS	4 Hrs.	@	\$200.00 per hour	=	\$	800.00
Surveying Associate	4 Hrs.	@	\$140.00 per hour	=	\$	560.00
CADD Technician	16 Hrs.	@	\$110.00 per hour	=	\$	1,760.00
Field Crew	4 Hrs.	@	\$190.00 per hour	=	\$	760.00
Administrative Assistant IV	2 Hrs.	@	\$ 98.00 per hour	=	\$	196.00
					\$	4,076.00



Due to the uncertainty of the information in the title commitments and conveying documents, this fee estimate will be monitored weekly and a report will be prepared for your review. We will notify you when the budget reaches 50% and 75%. In an increase to the fee is required, we will notify you at that time.

If additional services are required for this project, MB will remain available to assist you with any surveying related activities utilizing the below rates:

RPLS	\$200.00 per hour
Surveying Associate	\$140.00 per hour
CADD Technician	\$110.00 per hour
Field Crew	\$190.00 per hour
Administrative Assistant IV	\$ 98.00 per hour

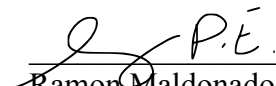
This Firm is a Minority, Small, HUB, and Disadvantaged Business Enterprise.

The Texas Board of Professional Engineers and Land Surveyors regulates all Registered Professional Land Surveyors in the State of Texas. They may be contacted at 1917 S. Interstate 35, Austin, TX 78741, 512.440.7723.

If this proposal is acceptable, please issue a notice to proceed by signing below and return to me at ramon@maldonado-burkett.com.

Please call me if you have any questions or comments at 512.916.1386.

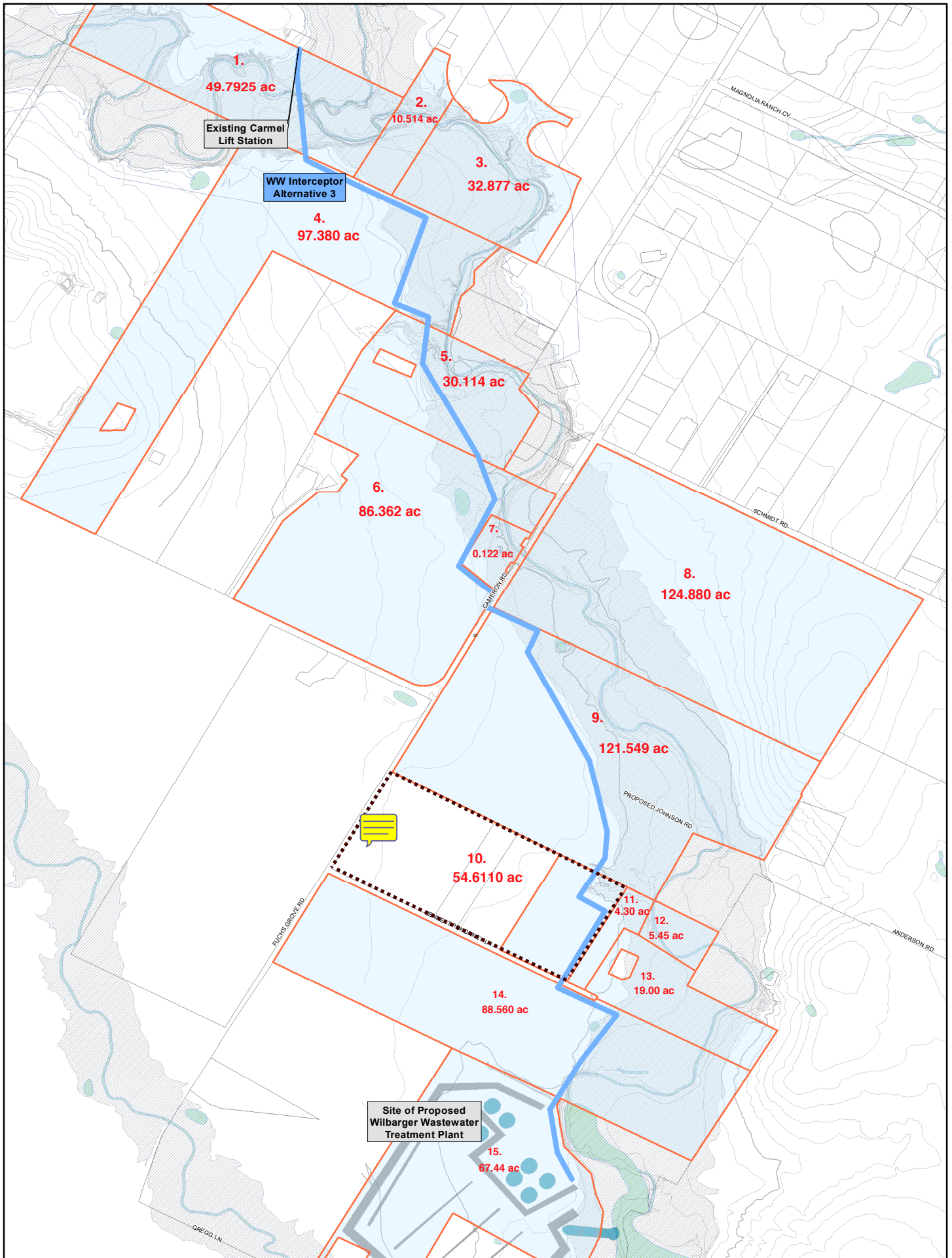
Sincerely,
Maldonado-Burkett, LLP



Ramon Maldonado, P.E.
Managing Partner

Approved by Date

S 0145





October 7, 2020

Sean Mason, P.E.
Kimley-Horn
2600 Via Fortuna, Building 1, Suite 300
Austin, Texas, 78746

Re: CMEC Proposal for Environmental Services to Support the City of Pflugerville Wilbarger Creek Wastewater Interceptor, Pflugerville, Travis County, Texas - Revised

Dear Mr. Mason:

Cox|McLain Environmental Consulting, Inc. (CMEC) is pleased to submit this proposal to provide environmental services for the above-referenced project, which would consist of approximately 3.5 miles of wastewater line construction near Wilbarger Creek in the City of Pflugerville, Travis County, Texas. CMEC understands that the project is owned by the City and that this project will be funded utilizing TWDB funding, would require an EID, and would be subject to federal compliance.

Scope of Work:

Phase 1 – Preliminary Engineering Report (PER) Support and Completion of a Desktop Constraints Analysis

- **Tasks 1 & 2** CMEC will prepare a desktop constraints analysis for up to 3 potential alternatives alignment. The desktop analysis will include collections of environmental constraints related to Cultural Resources, Threatened and Endangered Species, Hazardous Materials, and Wetlands/Waters of the US. This desktop analysis will be provided to the Client for use in the PER and will include a list of anticipated permits resulting from each alternative.

Phase 2 – Field Studies for a Preferred Alignment and Preparation and Coordination of an EID

Once the PER is approved, CMEC will perform the following services for the Preferred Alignment:

- **Task 1 – Hazardous Materials Review**

CMEC will prepare a desktop and database review for potentially hazardous materials and/or properties located within the project study area. The purpose of this assessment is to determine, to the extent feasible, the presence or absence of hazardous materials concerns associated with the proposed project. The scope of this Hazardous Materials Review will include historical record and regulatory review, an on-site inspection, reconnaissance of the surrounding area, and conclude with an opinion and recommendation.

- **Task 2 - Complete Wetland/Waters of the U.S. Delineation & Prepare Technical Report**

CMEC Wetland Ecologists will perform a site visit to assess potential waters of the U.S. in the project area. CMEC Ecologists will estimate quantities (surface area and volume) of fill to be permanently placed within waters of the U.S. CMEC will review the project plans and any environmental constraints information to determine if the project will meet the conditions for authorization under a Section 404, Nationwide Permit (NWP) 12 and will provide a brief memorandum summarizing the permitting evaluation, descriptions of potential waters of the U.S. and recommendations for compliance under the applicable Section 404 NWP.

- **Task 3 - Complete Species Habitat Assessment and Impact Evaluation & Prepare Technical Report**

CMEC Ecologists will perform a site visit to assess the project area for threatened and endangered species habitat. This work will also include a review of project area vegetation, notable environmental features, and a



determination of potential impacts and recommended mitigation measures for compliance with state and federal regulations.

- **Task 4 - Archeological Survey**

CMEC cultural resources professionals will conduct searches of the THC's restricted Sites Atlas and other data sources to identify previously documented archeological sites, cemeteries, historical markers, properties and districts listed on the NRHP, and SALs. Results of the search will be integrated with soil information, topographic maps, aerial photographs, and other pertinent information to apply for a Texas Antiquities Permit on behalf of the City. Once a valid permit number is obtained, the field investigations will be conducted at a Phase I intensive-survey level. Because of the project's location in an alluvial environment with the potential for deeply buried archeological sites, CMEC assumes that mechanical trenching would be required in addition to pedestrian examination and judgmental shovel testing. Field methods will meet or exceed THC/Council of Texas Archeologists (CTA) standards and will also be in accordance with the Secretary of the Interior's Guidelines. Reporting of results, including preliminary NRHP evaluations of any identified archeological resources, will comply with THC and CTA standards and will be coordinated with the City and the THC.

- **Task 5 – Historic Resources Coordination with the THC, Survey, and Report**

Historic resources investigations will ensure project compliance with the Antiquities Code of Texas and Section 106 of the National Historic Preservation Act of 1966, as amended. CMEC will prepare a coordination letter to define the project's Area of Potential Effect (APE), which will be developed in cooperation with the lead federal agency for the project. If required, CMEC will then complete a reconnaissance-level field survey of the project area to identify and record historic-age resources (defined as a building, structure, object, historic district, or non-archeological site constructed 45 years prior to the project's letting date).. CMEC will plot the location of each identified resource on an aerial photograph, USGS map, or similarly detailed map. CMEC will also take photographs, obtain addresses, and gather physical data on the resource, such as property type and subtype classifications, stylistic influences, construction dates, integrity issues, and eligibility recommendations.

CMEC will prepare a letter report detailing the findings of the reconnaissance-level field survey, which will include the following:

- Outline of the survey methodology.
- Overview of survey results, with identification and evaluation of historic-age resources in the project's APE for National Register of Historic Places (NRHP) eligibility.
- Preliminary assessments of potential project effects on historic properties.
- Recommendations for additional intensive survey efforts to finalize NRHP determinations of eligibility.

Final Survey Findings Letter Report. CMEC will incorporate one round of comments to the draft survey findings letter report as needed.

- **Task 6 - TWDB Environmental Document (EID), Coordination with Agencies, Draft & Final Report, and attendance at Public Meeting**

This scope of work item addresses tasks involved in preparing an Environmental Information Document (EID) according to the Texas Water Development Board (TWDB) guidelines. EID sections include Description of the Problem, Environmental Setting, Alternatives to the Proposed Action, Project Description, Environmental Impacts of the Proposed Project, Adverse Impacts Which Cannot Be Avoided Should the Project Be Implemented, Relationship Between Local Short-Term Uses of Man's Environment and Maintenance and Enhancement of Long-Term Productivity, Irreversible and Irrecoverable Commitment of Resources to the Proposed Project, Public Participation and Coordination. The Preliminary Engineering Report will be utilized for sections of the EID. All required public outreach and agency coordination is included in this task.



- **Task 7 - Alignment Revisions**

At the request of the Client, CMEC has included this task item to include revisions to the above Phase 2 task items (Tasks 1- 6) if individual adjustments need to be made on up to six (6) properties within the Preferred Alignment. This scope item includes the additional field work and reporting to document the associated changes in alignment after the initial documentation has been prepared.

Supplemental Services:

- **Contingency Item 1 – USACE NW 12 Permit PCN**

If it is identified that the extent of encroachment of the proposed utilities into jurisdictional waters requires a U.S. Army Corps of Engineers (USACE) Nationwide Permit 12 (NWP 12) with preconstruction notification (PCN), then CMEC shall prepare a PCN document to identify areas of encroachment of the proposed work into jurisdictional waters and wetlands, and to identify the need for mitigation measures. A PCN would be required if the proposed project results in permanent impact of more than 1/10 acre of jurisdictional water or wetland, mechanized clearing of a forested wetland, the line exceeds 500 linear feet within the jurisdictional water or wetland, or the line is within a jurisdictional area and it runs parallel to or along a stream bed. The document shall be submitted to the USACE for review. CMEC shall coordinate with the USACE to answer questions regarding the PCN submittal and prepare any formal responses to issues identified by the USACE. Mitigation planning (including coordination of Mitigation Bank Credits or preparation of a Detailed Mitigation Plan) would be carried out under a separate scope and fee, as necessary.

Assumptions and Exclusions

- Assumes TWDB funding.
- A Phase I ESA will not be completed. No lead or asbestos testing, chain of title, environmental lien search, sampling (Phase II), or remediation (Phase III) will be conducted for the Hazardous Materials task.
- Assumes trenching required; the proposal includes three days of archeological mechanical excavations.
- Assumes no adverse effect to NRHP/SAL-listed or eligible historic building/structures in the area, due to the nature of the project.
- Assumes limited collection and curation of artifacts may be required; proposal assumes 25 or fewer curated artifacts and the associated project records.
- Additional exclusions: right-of-entry coordination; Section 4(f) services; NRHP nominations, or HABS/HAER documentation; archeological monitoring, testing, or data recovery; or human remains evaluation, coordination, removal, or re-interment. All excluded services could be provided under separate scope/budget.

The environmental services described above will be completed for a fee of **\$86,244.24 (Phase 1 & Phase 2)**, to be billed on a **percent complete** basis by Phase. The contingency item would receive separate notice to proceed and would be billed separately on a percent complete basis. Please see the attached spreadsheet for a detailed breakdown of costs.

CMEC greatly appreciates the opportunity to submit this proposal. Please feel free to contact me at 512-338-2223 or meghanp@coxmcclain.com if you have any questions.

Sincerely,

Meghan P. Lind
Project Manager | Ecologist
Cox | McLain Environmental Consulting, Inc.

8401 Shoal Creek Blvd., Suite 100, Austin, TX 78757 512.338.2223

Attachment - Cost Proposal

City of Pflugerville - Wilbarger Creek WWI
Cox|McLain Environmental Consulting, Inc.

LABOR		\$143.70	\$126.58	\$108.77	\$81.58	\$78.45	\$65.27	\$48.94	\$42.15	\$54.39	
		ENV. Project Manager	Sr. Env. Scientist II/ Arch PI/Senior Historian/ PG	Sr. Env. Scientist I	Env. Prof. II/ Arch PA / Historian	Env. Prof. I/GIS	Env. Staff II	Env. Tech II	Env. Tech I	Admin/ Clerical/ Tech Edit	Totals
Description		Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours
Phase 1 - PER Support and Desktop Constraints Analysis											
Task 1	Prepare lists of anticipated permits required for project	1	2	2							5
Task 2	Desktop Assessment for 3 potential alignments (includes bio, water, cultural [History & Archeology], hazmat)	4	4	36	12	16				1	73
Phase 2 - Field Studies for Preferred Alignment & Preparation of EID/Coordination											
Task 1	Conduct a Hazardous Materials Review for alignment	2	12			28	10			2	54
Task 2	Complete Wetland/Waters of the U.S. Delineation & Prepare Technical Report	2	8		12	12	24			2	60
Task 3	Complete Species Habitat Assessment and Impact Evaluation & Prepare Technical Report	1	8	12		8	20			1	50
Task 4	Archeological Permit Coordination, Intensive Survey, Report, & Curation	2	40		80	24		40		2	188
Task 5	Historic Resources Coordination with THC, Survey, & Report	2	8	40	60	12				2	124
Task 6	TWDB Environmental Document (EID), Coordination with Agencies, Draft & Final Report, and attendance at Public Meeting	12	16	28	4	36	68		4	4	172
Task 7	Alignment Revisions (to include up to 6 properties) - History, Archeology, Wetlands, HazMat,	3	20	0	24	20	4	0	0	0	71
Total Labor Hours		29	118	118	192	156	126	40	4	14	797
Rate		\$143.70	\$126.58	\$108.77	\$81.58	\$78.45	\$65.27	\$48.94	\$42.15	\$54.39	
SUBTOTAL Labor Cost		\$4,167	\$14,936	\$12,835	\$15,663	\$12,238	\$8,224	\$1,958	\$169	\$761	\$70,951.84

EXPENSES

	Unit	Quantity	Rate	Total
HazMat Database Search	Per Search	1	\$900	\$900
Excavator + operator (at cost)	Day	4	\$1,500.00	\$6,000
Mileage (Allowable IRS Rate)	Miles	400	\$0.545	\$218
Hotel (At cost; taxes included)	Day	0	\$89.00	\$0
Per Diem	Day	7	\$51.00	\$357
Car Rental (at cost)	Day	0	\$75.00	\$0
SUV/ATV Rental	Day	0	\$150.00	\$0
Rental vehicle fuel	Day/Gal	0	\$3.00	\$0
Airfare (at cost)	R/T	0	\$500.00	\$0
Overnight Delivery (assume electronic submittals)	Letter	0	\$30.00	\$0
Facility Rental	Each	1	\$750.00	\$750
Newspaper Notices (english)	Each	2	\$1,000.00	\$2,000
Mailouts (landowner & agency)	Letter	60	0.49	\$29
Meeting Board/Exhibit Printing	Each	10	\$25.00	\$250
Public Meeting Supplies	Event	1	\$100.00	\$100
A/V Equipment Rental	Event	1	\$300.00	\$300
Field Supplies (At cost)	Misc	1	\$100.00	\$100
Photocopies - Color 8.5x11	Page	0	\$1.20	\$0
Photocopies - Color 11x17	Page	0	\$2.25	\$0
Photocopies - B/W 8.5x11	Page	0	\$0.15	\$0
Photocopies - B/W 11x17	Page	0	\$0.30	\$0
Historical Aerials (cost)	Each	5	\$500.00	\$2,500
TARL site registration (digital only)	Site	3	\$96.00	\$288
Curation fee (CAS or TARL, as warranted by finds)	Inches	3	\$500.00	\$1,500
TOTAL Nonlabor Expenses				\$15,292.40

TOTAL COSTS - CMEC **\$86,244.24**

Attachment - Cost Proposal

SUPPLEMENTAL SERVICES		ENV. Project Manager	Sr. Env. Scientist II/ PI/Senior	Sr. Env. Scientist I	Env. Prof. II/ Arch PA / Historian	Env. Prof. I/GIS	Env. Staff II	Env. Tech II	Env. Tech I	Admin/ Clerical/ Tech Edit	Totals
CONTINGENCY ITEM 1											
Description		Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours
Task 1 USACE NWP 12 PCN											
Prepare USACE PCN		2	20			28	36		4	2	92
Attend two meetings		2	8							1	11
											0
											0
Total Labor Hours		4	28	0	0	28	36	0	4	3	103
Rate		\$143.70	\$126.58	\$108.77	\$81.58	\$78.45	\$65.27	\$48.94	\$42.15	\$54.39	
SUBTOTAL Labor Cost		\$575	\$3,544	\$0	\$0	\$2,197	\$2,350	\$0	\$169	\$163	\$8,997

EXPENSES

	Unit	Quantity	Rate	Total
HazMat Database search	Per Search	0	\$1,000	\$0
Backhoe + operator	Day	0	\$900.00	\$0
Mileage (IRS Rate)	Miles	100	\$0.550	\$55
Hotel (At cost)	Day	0	\$85.00	\$0
Per Diem	Day	0	\$36.00	\$0
Vehicle Rental	Day	0	\$90.00	\$0
Overnight Delivery	Letter	2	\$15.00	\$30
Field Supplies (At cost)	Misc	0	\$100.00	\$0
GPS Rental (At cost)	Day	0	\$85.00	\$0
Film Process and Development	36 Exp.	0	\$20.00	\$0
Color Reproduction - Plates	Page	0	\$2.00	\$0
Copies - B&W	Page	50	\$0.10	\$5
Historic aerials	Frame	0	\$35.00	\$0
TOTAL Nonlabor Expenses				\$90

CONTINGENCY ITEM 1 COSTS - CMEC

\$9,087

September 23, 2020

Lance Parisher, P.E.
Kimley-Horn
2600 Via Fortuna
Building 1, Suite 300
Austin, TX 78746
Lance.Parisher@kimley-horn.com
512-518-6527

**RE: Subsurface Utility Engineering
Wilbarger Creek Wastewater Interceptor**

Dear Mr. Parisher:

The Rios Group, Inc. (TRG) is pleased to submit a cost proposal for Subsurface Utility Engineering (SUE) for the above referenced project. This proposal is based on information provided during the team scoping teleconference on September 22, 2020.

Introduction

TRG will perform SUE services for this project in general accordance with the recommended practices and procedures described in ASCE publication CI/ASCE 38-02 “Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data.” As described in the publication, four levels have been established to describe and depict the quality of subsurface utility information. The four quality levels are as follows:

- Quality Level D (QL“D”) – Information obtained from existing utility records.
- Quality Level C (QL“C”) – Surveyed data depicting visible above-ground features supplemented with QL“D” information.
- Quality Level B (QL“B”) – Two-dimensional horizontal information obtained through the application and interpretation of non-destructive surface geophysical methods. Also known as “designating,” this level incorporates QL“C” information and provides horizontal positioning of subsurface utilities to within approximately 1.0 foot.
- Quality Level A (QL“A”) – Three-dimensional horizontal and vertical information obtained through non-destructive vacuum excavation equipment to expose utilities at critical points. Also known as “locating,” this level incorporates QL“B” information and provides horizontal and vertical positioning of subsurface utilities to within approximately 0.05 feet.

Scope of Work

Based on information provided by Kimley-Horn (Client), TRG has developed a preliminary scope for the SUE work on this project. This scope of work may be modified, with the Client’s concurrence, during the performance of work if warranted by actual field findings.

The scope of this proposal includes QL“C” and QL“D” SUE services along the proposed alignment of the City of Pflugerville Wilbarger Creek Wastewater Interceptor. TRG will perform records research and depict utilities, described below, within a 100’ wide corridor along each of the three proposed alignments, depicted in pink, blue and yellow on Exhibit B.

TRG will attempt to depict the following utilities within this area: potable water, reclaimed water, chilled water, natural gas/crude oil/refined product pipelines, communication duct banks, fiber optic, cable television, telephone, electric, wastewater and storm drain facilities. Additionally, TRG will attempt to depict utility services lines and privately owned utilities, however, these facilities are often not shown on records. Irrigation lines and an inventory of overhead utilities are excluded from this scope of work.

It is assumed that a topographic, LIDAR, or geo-located aerial imagery CAD file will be provided by the client to assist in the depiction of existing utilities.

For field reconnaissance, any necessary Right-Of-Entry (ROE) permits, including railroad ROE, will be provided by the Client prior to the start of field work.

TRG Procedures

QL“D” and “C” – Records Research and Surface Feature Survey

It is the responsibility of the SUE provider to perform due-diligence with regard to records research and the acquisition of available utility records. The due-diligence provided for this project will consist of contacting the applicable One Call agency and associated utility owners/municipalities, visually inspecting the work area for evidence of utilities, and reviewing available utility record information. Additional utilities not identified through these efforts will be referred to as Unknown utilities.

Deliverables

TRG will provide the following as a final deliverable to the Client:

- A utility file in CAD format depicting all identified utilities. The Client will provide TRG with any necessary background files for use in completing the final deliverables.
- 11” x 17” SUE Plan Sheets depicting all identified utilities. These plans will be signed and sealed by a Professional Engineer and delivered to the Client in electronic PDF form.

Schedule

TRG can mobilize within three (3) weeks of receiving Notice-To-Proceed (NTP). TRG estimates that the QL“C”/“D” SUE work can be completed in twenty-five (25) working days, broken down as follows:

- Records research – 15 days
- Field reconnaissance visit – 2 days (overlapping with records research)
- Deliverable preparation – 10 days

Estimated Fee

The total estimated cost to complete the work described herein is **Seven Thousand Nine Hundred Thirty-Nine Dollars and 36/100 (\$7,939.36)**. An itemized breakdown of cost is provided in Exhibit A. Please note that these pricings are based on an assumption of quantities, and that only actual quantities will be invoiced – up to the total Contract amount.

We look forward to working with you on this project. If there are any questions, please do not hesitate to call at 512.580.5440.

Respectfully,

The Rios Group, Inc.

A handwritten signature in blue ink, appearing to read "Robby Hub".

Robby Hub
Project Manager

Estimate for Subsurface Utility Engineering Wilbarger Creek Wastewater Interceptor

Hourly Office Labor	Rate	Assumed Quantity	Unit of Measure	Sub-Total
Supervisory Engineer IV (15-20)	\$ 158.60	2	HR	\$ 317.20
Project Manager / Professional Engineer I (4-8)	\$ 137.27	8	HR	\$ 1,098.16
Engineer in Training I (0-5)	\$ 91.81	8	HR	\$ 734.48
Administrative / Records Researcher	\$ 83.96	8	HR	\$ 671.68
CADD Technician	\$ 79.22	32	HR	\$ 2,535.04
Sub-Total				\$ 5,039.36
QL"C"/"D" Field Reconnaissance	Rate	Assumed Quantity	Unit of Measure	Sub-Total
One Designating Person with Truck and Equipment	\$ 145.00	20	HR	\$ 2,900.00
Sub-Total				\$ 2,900.00
Total Estimated Cost				\$ 7,939.36

**SCOPE OF SERVICES
REAL ESTATE ACQUISITION
City of Pflugerville – Wilbarger Creek Interceptor Project**

GENERAL: The City of Pflugerville (City) Wilbarger Creek Interceptor Project (the Project) will include pre-acquisition and acquisition services. 7Arrows Land Staff, LLC (7Arrows) shall provide a variety of services to support City in execution of the project including pre-acquisition and ROW/property acquisition services. 7Arrow's services may also include, as directed by City, assistance with open houses or similar meetings with the public, presentations to all approval authorities, and other real estate and property work that may be needed from time to time to support the timely execution of the project.

BASIC SERVICES: 7Arrows shall render the following professional services in connection with the development of the Project:

LAND RIGHTS PRE-ACQUISITION AND ACQUISITION SERVICES INCLUDE:

1. Public Involvement Services
 - a) Review proposed project maps and descriptions to assist in defining ROW related concerns.
 - b) Attend public open house meeting(s)
 - c) Attend internal meetings with Project Management Team to discuss ROW considerations/alternatives
 - d) Contribute to Routing Analysis. Prepare public notice of selected/approved route (if required).
2. Pre-Acquisition Services
 - a) Research preliminary ownership and easement information.
 - b) Provide right of way cost estimates on a parcel by parcel basis.
 - c) Assist in preparing and obtaining any Rights of Entry necessary for surveying, geotechnical investigations and environmental services.
3. Title Services
 - a) Review preliminary title commitment (Schedules A, B & C) or preliminary title search information for all properties.
 - b) Secure title commitments and updates in accordance with insurance rules and requirements for parcel payment submissions for properties which will be acquired in fee simple and for ROW easements

- c) Secure title insurance for all parcels, insuring acceptable title. Cure all exceptions on Schedule C, when applicable. Written approval by the City of Pflugerville will be required for any exceptions to coverage.
- d) Attend closings and provide closing services in conjunction with Title Company for all tracts.
- e) Record all original instruments immediately after closing at the respective County Clerk's Office.
- f) Research title and provide Condemnation Title Report to legal counsel for property rights that will be acquired through Eminent Domain. (See item 7 below)

4. Right of Entry

- a) Assist with preparation of Right of Entry packets to include exhibits, maps and paperwork to be executed.
- b) The agent will initiate and participate in landowner meetings to make every effort to obtain Right of Entry documents.

5. Appraisal Services

- a) All appraisals shall be performed under a contract directly between the City of Pflugerville and the appraisal firm designated by the City to perform the project appraisals.
- b) Coordination of all documents and land owner information needed for said appraisal firm to perform their duties as outlined in their contract with the City of Pflugerville shall be provided by the right of way agent or land manager directly to the appraiser performing said appraisal(s).
- c) Agent shall meet Appraiser on site, when requested, to discuss process with property owner.

6. Negotiation Services

- a) Analyze appraisal reports and confirm approved value prior to making offer for each parcel.
- b) Analyze preliminary title report to determine potential title problems and propose methods to cure title deficiencies.
- c) Prepare the initial offer letter and any other documents required or requested by the City of Pflugerville in an acceptable form.
- d) Contact each property owner or owner's designated representative and present the written offer in person where practical. When owners do not wish to have offers delivered in person, they will be mailed via certified mail with return receipt for documentation of delivery/receipt. Maintain follow-up contacts and secure the necessary instruments upon acceptance of the offer for the closing.
- e) Provide a copy of the appraisal report for the subject property exclusively to the property owner or authorized representative at the time of the offer.

- f) Respond to property owner inquiries verbally and/or in writing within two business days.
- g) Prepare a separate negotiator contact report for each parcel file for each contact.
- h) Maintain parcel files of original documentation related to the purchase of the real property or property interests/acquisition of the Easement for Right of Way.
- i) Present counteroffers in a form as directed by the City. Transmit any written counteroffer from property owners including supporting documentation, and Agent's recommendation with regard to the counteroffer.
- j) Prepare final offer letter as necessary.

6. Closing/Acquisition Services

- a) Prepare check request, review closing documents facilitate execution of all necessary documents. Attend closings and provide closing services in conjunction with Title Company for all tracts.
- b) Transport any documents to City and landowner for signatures.
- c) Record or cause to be recorded all original instruments immediately after closing at the respective County Clerk's Office.
- d) Review Title Policy and give to City for permanent storage.

7. Project/Document Administration

- a) Maintain current status reports of all parcel and project activities and provide monthly or as requested to the City.
- b) Participate in project review meetings as requested.
- c) Provide copies of all incoming and outgoing correspondence as generated if requested.
- d) Maintain copies of all correspondence and contacts with property owners.
- e) Update database with current status information and documentation.

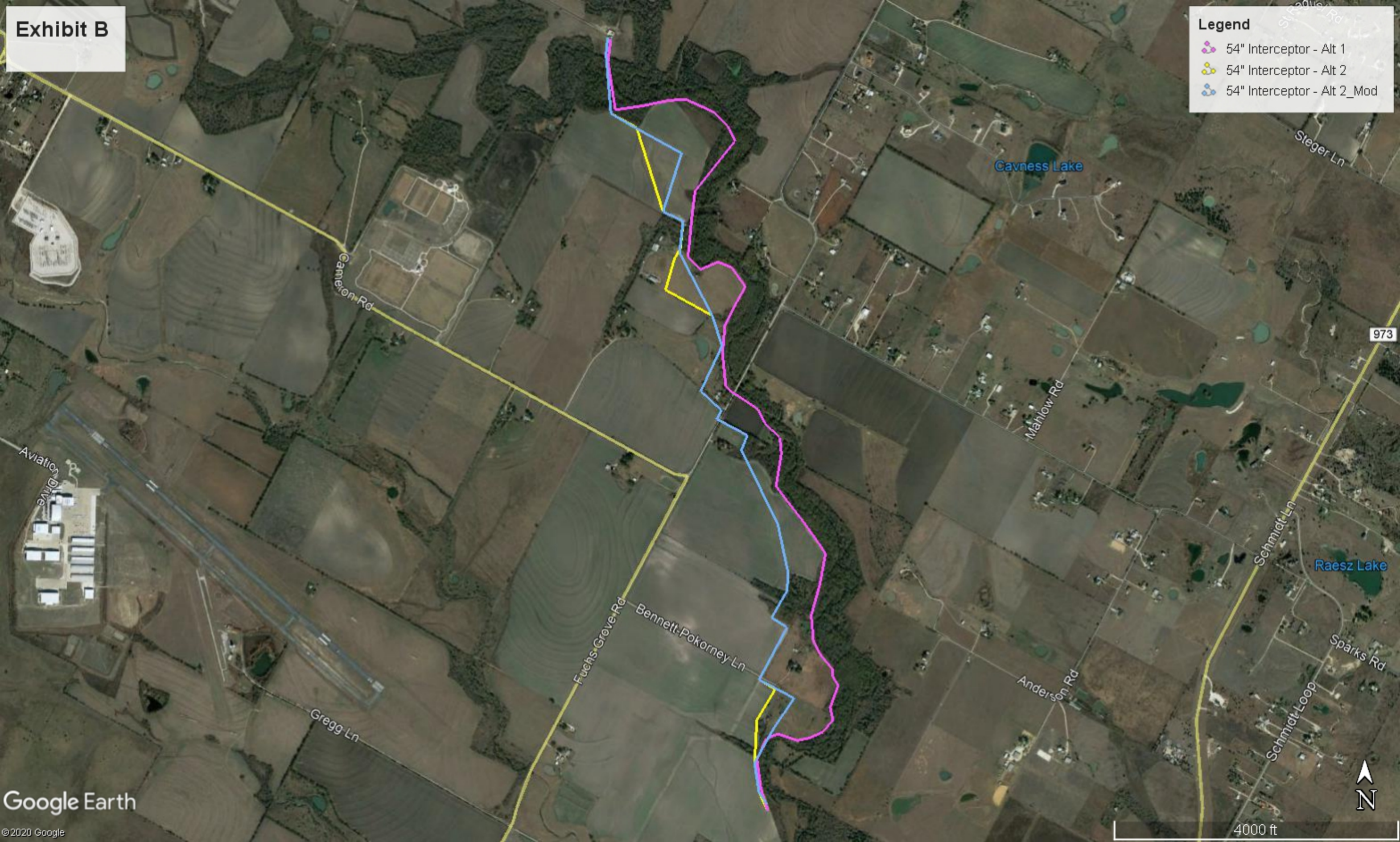
*Condemnation Scope and Fee will be provided as supplement, if necessary.

**Assumption of no Relocation Services needed.

Exhibit B

Legend

- 54" Interceptor - Alt 1
- 54" Interceptor - Alt 2
- 54" Interceptor - Alt 2_Mod





**City of Pflugerville
Wilbarger Creek Interceptor Project
Right of Way Acquisition Services**

Easement Acquisition Services:

Right of Entry:	14 @ \$1,000.00 per parcel
Title/Curative Services: (excluding title policy, if needed)	14 @ \$1,000.00 per parcel
Administrative/Document Services:	14 @ \$1,000.00 per parcel
Negotiation Services:	14 @ \$2,250.00 per parcel
Acquisition/Closing Services:	14 @ \$2,250.00 per parcel
<u>Total Acquisition Services:</u>	<u>\$105,000.00*</u>
<u>Right of Way Management Support:</u> 100 hours @ \$150.00 per hour	<u>\$ 15,000.00</u>
<u>TOTAL ESTIMATED COST:</u>	<u>\$120,000.00</u>

Submitted by: _____
Nicole Costanza, Managing Partner

Date: September 23, 2020

*City will be charged ONLY for services performed on parcels as determined by alignment selection.



13581 Pond Springs Road, Suite 210, Austin, Texas 78729 • Phone: (512) 428-5550 • Fax: (512) 428-5525

September 25, 2020
Arias Project No. 2020-1062

VIA Email: lance.parisher@kimley-horn.com

Mr. Lance Parisher, P.E.
Kimley - Horn
2600 Via Fortuna, Bldg. 1, Suite 300
Austin, TX 78746

RE: Proposal for Geotechnical Engineering Services
Wilbarger Creek Wastewater Interceptor
Pflugerville, TX

Dear Mr. Parisher,

Congratulations on your selection and thank you for choosing Arias & Associates, Inc. (Arias) to join your team to provide geotechnical engineering services for the above referenced project. Our understanding of the project is based on the information provided by you, including a map of the alignment and the requested field investigation. The following sections present our understanding of the project, proposed scope of services, fee compensation requirements, and schedule.

Project Information

The project will include the installation of approximately 19,000 linear feet of a new 54-inch diameter wastewater (WW) interceptor in Pflugerville, Texas. The alignment corridor will extend from an existing lift station (Carmel Lift Station) south to a new proposed Wilbarger Wastewater Treatment Plant. The open cut method will be used across the majority of the alignment, but a short segment is planned beneath Wilbarger Creek which will be installed using trenchless techniques. The anticipated depth of the planned WW Interceptor is not available at this time; however, we do not expect it deeper than 25 ft below the existing grade. If any the above information is not correct, we should be notified immediately in order to revise our proposal and the depth of the planned borings as necessary.

Proposed Investigation

The proposed alignment is mapped as being underlain by Taylor Group (Kta) clay along the alignment. A Preliminary Boring Layout is presented on attached Exhibit A. Based on our understanding of the planned construction, we propose the following drilling scope.

Borings	No. of Borings	Boring Depth (ft)	Footage
Alignment	13	30	390
Trenchless Segment (B-1 and B-2)	2	50	100
Total			490

The borings will be drilled using a truck-mounted rig in areas clear of brush, heavy vegetation, and underground and overhead utilities. Arias personnel will mark the boring locations and will notify Texas One-Call at 72 hours prior to drilling. It is important to mention that the Texas One-Call system only clears public utilities. Arias requests Kimley-Horn to provide maps of existing private utilities prior to our site mobilization. Arias will not be responsible for damaged private utilities not informed to us.

The borings will be advanced using augering and sampling techniques. Arias personnel will locate the borings, direct the sampling efforts, and visually classify recovered samples. Soils will be sampled by either pushing a thin-walled tube (ASTM D1587) of cohesive soils, or split barrel sampler while performing the Standard Penetration Test (ASTM D1586) for cohesionless (sandy) soils.

If groundwater is encountered, the groundwater levels within the open borehole will be recorded at the time of drilling and immediately following drilling. The boreholes will be backfilled with a mixture of cuttings generated by drilling operations and bentonite pellets after completion of drilling. Excess soil cuttings will be dispersed in the area adjacent to the borings. No other site or crop restoration measures, in addition to backfilling the boreholes, are included in this proposal.

Laboratory testing will be performed on recovered samples selected by the geotechnical engineer to aid in soil classification and to measure engineering properties. Laboratory testing is expected to include moisture content, Atterberg limits, fines content (percent passing the No. 200 sieve), unconfined compression strength testing, controlled pressure swell, hydrometer analysis, consolidated-undrained (CU) triaxial, and corrosion testing. The actual laboratory program will depend upon the type of soils encountered.

Four (4) piezometers will be installed at the borings drilled along the alignment. Readings of the piezometers will occur weekly for a period of one month after completion of drilling, and monthly for a duration of twelve months. If requested, we can perform additional readings on a time and material basis.

Well Reports will be filed with the Texas Department of Licensing and Regulations (TDLR) for each piezometer, listing the City of Pflugerville as the owner. We have included costs for maintenance and plugging/abandoning the piezometer per TDLR requirements.

Reporting

We will issue electronic copies of the Geotechnical Data Report (GDR) and Geotechnical Design Memorandum (GDM) prepared by a licensed professional engineer in the State of Texas. Specifically, the reports will include the following:

Geotechnical Data Report (GDR):

- Description of the field exploration program;
- Description of the laboratory testing program and results;
- Photographs of the soil samples recovered;
- Soil boring plan that depicts borehole locations on a base map provided by Client;
- Profiles of soil borings along the alignment using plan and profile design information provided by others;
- Soil boring logs with soil classifications based on the Unified Soil Classification System (ASTM D 2487);
- Generalized site stratigraphy and engineering properties developed from field and laboratory data at the explored locations; and
- Depth where groundwater, if encountered, at the time of drilling and immediately after drilling.

Geotechnical Design Memorandum (GDM): The Geotechnical Design Memorandum will provide the following geotechnical recommendations.

- Bedding and backfilling recommendations for trenched excavations;
- Modulus of soil reaction, E' , for buried pipelines;
- General recommendations for construction; and
- General recommendations for groundwater control.

Arias will provide a draft version of each report for review, comment, and requests for clarification, which will then be addressed in the final GDR and GDM reports.

Please be advised that Arias & Associates, Inc. performs Construction Materials Engineering and Testing (CoMET) per project requirements. We will be pleased to provide a separate proposal for construction materials testing at your request.

Proposed Fee

We propose that the fee to perform the above outline preliminary scope of services on a time and materials basis not to exceed (NTE) **\$78,966.00**. A Geotechnical Cost Breakdown is presented on the attached Exhibit B. Please note that for invoicing purposes the estimated quantities in the Geotechnical Cost Breakdown may vary (increase or decrease), depending on the actual level of effort needed to perform each item, but the NTE amount will remain the same (**\$78,966.00**). After

our reports are submitted, additional engineering time required to attend teleconferences, meetings, site visits or to review plans or specifications, will be charged at the hourly rates included in our Exhibit B. Also, stand-by time incurred in the field due to situations out of the control of Arias (e.g. right of access issues) will be charged at \$175.00/hour.

We will invoice for work completed on a monthly basis. This proposal is based on the following assumptions about site access:

- Boring/piezometer locations will be clear and accessible to our truck-mounted drilling equipment. No clearing of vegetation (nor the corresponding permits and fees), trees, brush or debris is included in this proposal;
- The ground at the time of the field investigation should be dry and strong enough to support the weight of the drilling and support vehicles. Otherwise the client will be informed about the need to utilize an all-terrain vehicle to access boring locations;
- We will be provided with maps of existing known public and private utilities, and we will notify Texas 811 at least 72 hours prior to drilling;
- Right of Entry (ROE) to access the boring/piezometer locations will be obtained by others prior to our mobilization; and
- Drilling will be performed Monday to Friday from 8 am to 5 pm.

Schedule

Upon receiving written authorization and ROE, and weather and site conditions permitting, we can initiate our field investigation within 1 to 2 weeks. Drilling of the boreholes will take 5 to 6 days. Laboratory testing will take another 6 to 8 weeks. We anticipate submitting a draft report about 10 to 11 weeks following receipt of written authorization and ROE. We will keep you verbally informed of our findings as they become available.

Delays sometime occur due to adverse weather, utility clearance processing, site clearing requirements for drill rig access, obtaining Right of Entries and other factors outside of our control. In this event, we will communicate the nature of the delay with you and provide a revised schedule at the earliest possible date.

Proposal Acceptance

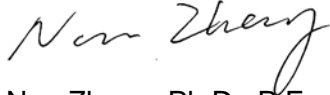
Should you have any questions, please do not hesitate to contact us. We will begin work upon receipt of a signed copy of the proposal by an authorized representative. Please return the entire signed proposal to us by mail or email to nzhang@ariasinc.com. If the client information or billing address is different than the addressee, please include that information as well.

Should you have any questions, please do not hesitate to contact us. The undersigned with manage and perform the work. Thank you for this opportunity.

Sincerely,

ARIAS & ASSOCIATES, INC.

TBPE Registration No: F-32



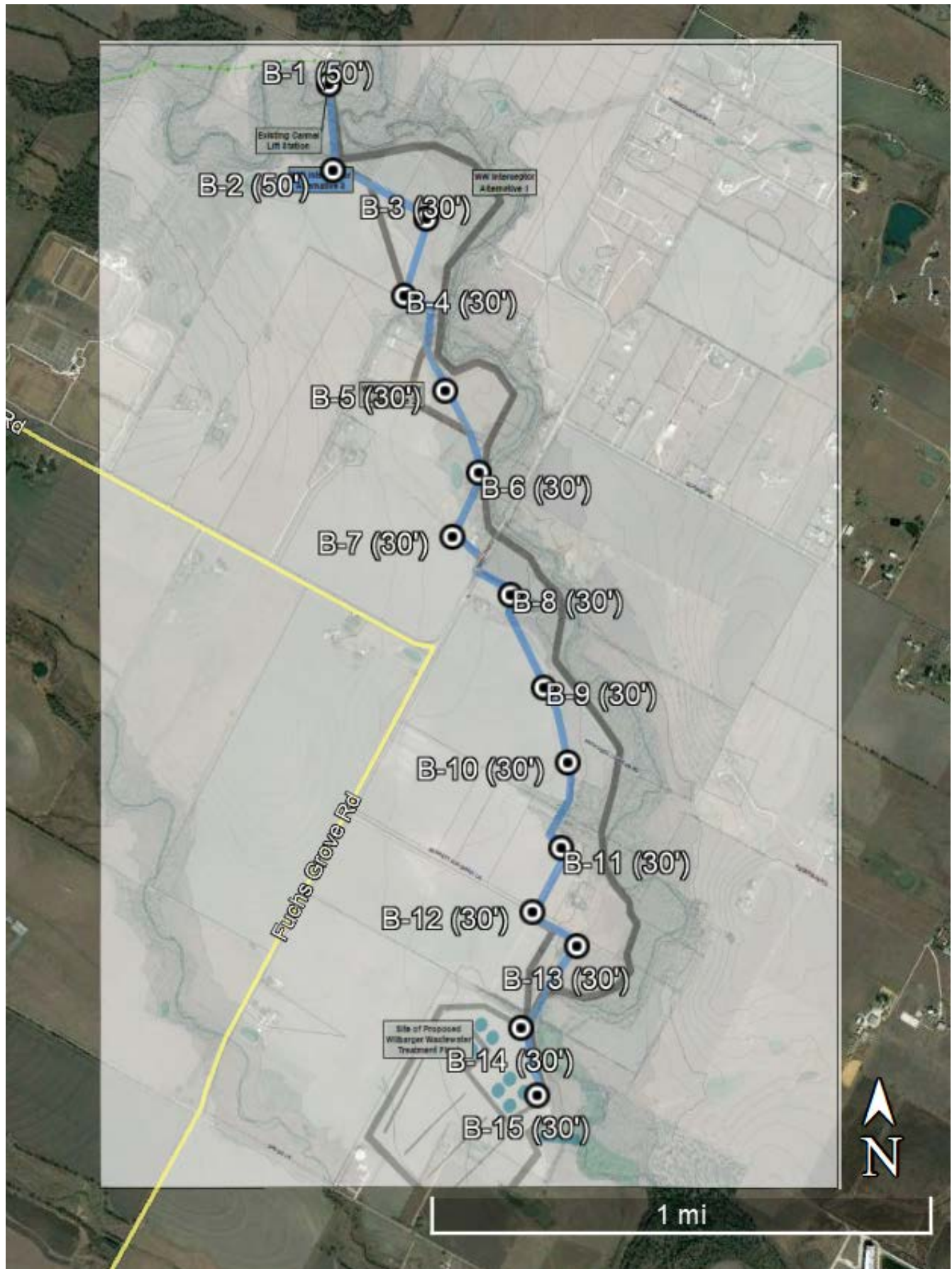
Nan Zhang, Ph.D., P.E.
Project Geotechnical Engineer



John S. Landwermeyer, P.E.
Managing Principal, Austin Operations

Attachments

- Exhibit A – Preliminary Boring Location Map
- Exhibit B – Geotechnical Cost Estimate
- General Conditions (20140214R1)



**Exhibit B - Geotechnical Cost Estimate
 Wilbarger Creek Wastewater Interceptor
 Pflugerville, Texas**

Task	Item Description	Est. Qty.	Unit	Unit Price	Est. Total Price
1 Field Exploration					
1.1 Planning and Coordination					
	Engineering Technician (Staking of Borings, One-Call, Drilling Plan)	30	hr	\$ 75.00	\$ 2,250.00
	Trip Charge	6	ea	\$ 36.00	\$ 216.00
	Geotechnical Project Manager (Management)	14	hr	\$ 115.00	\$ 1,610.00
	Principal Engineer	8	hr	\$ 195.00	\$ 1,560.00
	1.1 Subtotal				\$ 5,636.00
1.2 Drilling and Sampling					
	Mobilization (Truck drill rig)	2	ea	\$ 550.00	\$ 1,100.00
	Support Truck (Water truck)	5	ea	\$ 36.00	\$ 180.00
	Air Compressor	5	day	\$ 150.00	\$ 750.00
	Drill Rig Standby Time	10	hr	\$ 175.00	\$ 1,750.00
	Soil Drilling and Sampling - Up to 50 feet	490	ft	\$ 20.00	\$ 9,800.00
	Backfill holes	490	ft	\$ 5.00	\$ 2,450.00
	Drill Logger	50	hr	\$ 75.00	\$ 3,750.00
	Trip Charge (Arias - Logger)	5	ea	\$ 36.00	\$ 180.00
	1.2 Subtotal				\$ 19,960.00
1.3 Observation Wells Construction					
	Observation Well, 2"-diameter 30 ft deep	120	ft	\$ 22.00	\$ 2,640.00
	Flush Mounted Well Pad (2'8"x2'8")	4	ea	\$ 450.00	\$ 1,800.00
	Wells maintenance	1	ls	\$ 400.00	\$ 400.00
	Plug/Abandon Well (Minimum Daily Rig Charge), per TDLR	4	ea	\$ 1,200.00	\$ 4,800.00
	1.3 Subtotal				\$ 9,640.00
1.4 Observation Well Readings and Reports (Weekly for 1 month and monthly thereafter for 1 year)					
	Engineering Technician (Readings)	65	hr	\$ 75.00	\$ 4,875.00
	Trip Charge	15	ea	\$ 36.00	\$ 540.00
	Engineer in Training (Reporting)	12	hr	\$ 95.00	\$ 1,140.00
	Project Engineer	4	hr	\$ 115.00	\$ 460.00
	1.4 Subtotal				\$ 7,015.00
	Field Exploration TOTAL:				\$ 42,251.00
2 Laboratory Soil Testing					
	Moisture Content (ASTM D2216)	80	ea	\$ 15.00	\$ 1,200.00
	Atterberg Limits (ASTM D4318)	45	ea	\$ 75.00	\$ 3,375.00
	Particle Gradation, Including No. 200 sieve (ASTM D422)	45	ea	\$ 75.00	\$ 3,375.00
	Unconfined Compressive Strength (rock or soil) (ASTM D7012 or D2166)	25	ea	\$ 65.00	\$ 1,625.00
	Controlled Pressure Swell (ASTM D4546)	10	ea	\$ 150.00	\$ 1,500.00
	Hydrometer Analysis (ASTM D7928)	8	ea	\$ 200.00	\$ 1,600.00
	Consolidated-Undrained (CU) Triaxial (ASTM D4767)	5	ea	\$ 1,100.00	\$ 5,500.00
	Soluble Sulfate (TEX 145-E)	8	ea	\$ 80.00	\$ 640.00
	Soluble Chloride (ASTM D512)	8	ea	\$ 70.00	\$ 560.00
	Soil pH (TEX-128-E)	8	ea	\$ 65.00	\$ 520.00
	Laboratory Resistivity (ASTM G57)	8	ea	\$ 85.00	\$ 680.00
	Lab Manager	10	hr	\$ 85.00	\$ 850.00
	Laboratory Testing TOTAL:				\$ 21,425.00
3 Engineering and Reporting					
3.1 Geotechnical Data Report (GDR)					
	Principal Engineer	6	hr	\$ 195.00	\$ 1,170.00
	Geotechnical Project Manager	22	hr	\$ 115.00	\$ 2,530.00
	Engineer in Training	45	hr	\$ 95.00	\$ 4,275.00
	Data Processing	4	hr	\$ 65.00	\$ 260.00
	3.1 Subtotal				\$ 8,235.00
3.2 Geotechnical Data Memorandum (GDM)					
	Principal Engineer	6	hr	\$ 195.00	\$ 1,170.00
	Geotechnical Project Manager	20	hr	\$ 115.00	\$ 2,300.00
	Engineer in Training	35	hr	\$ 95.00	\$ 3,325.00
	Data Processing	4	hr	\$ 65.00	\$ 260.00
	3.2 Subtotal				\$ 7,055.00
	Engineering TOTAL:				\$ 15,290.00
Project Total					\$ 78,966.00



PLUMMER

Task 4f - Pipe Modeling and
Hydraulics

September 24, 2020

Mr. Sean Mason, P.E.
Kimley Horn Associates
2600 Via Fortuna, Bldg 1
Suite 300
Austin, TX 78746

Re: City of Pflugerville
Wilbarger Wastewater Interceptor
Preliminary Engineering

Dear Mr. Mason:

Plummer Associates, Inc. (Plummer) is pleased to submit this proposal to provide engineering services to support Kimley Horn Associates (K-H) on the City of Pflugerville Wilbarger Wastewater Interceptor Project. I have attached a Scope of Services and Budget for the project. The Scope generally includes Engineering services in support of the Preliminary Engineering and 30 Percent Design Phases.

We propose that the services be compensated on a Lump Sum basis for a fee of Fifty-One Thousand Two Hundred Forty-Five Dollars (\$51,245).

We appreciate the opportunity to be part of your team on this project. If you have any questions or need additional information, please contact me at (512) 461-4045.

Sincerely,

ALAN PLUMMER ASSOC., INC.
TBPE Firm Registration No. 13

Stephen J. Coonan, P.E.
Principal

Exhibit A

Scope of Services

Background

The City of Pflugerville (CITY) is in the process of developing a second wastewater treatment plant to manage wastewater generated in the Wilbarger Basin. As part of the project, a new wastewater interceptor must be constructed to convey flows to the new treatment plant. The CITY has retained Kimley-Horn (K-H) to complete the engineering for the new wastewater interceptor. K-H has retained Plummer Associates, Inc. (PLUMMER) to assist with this effort. The project will be completed in multiple phases. The first two phases, included in the following Scope of Services, will be a Preliminary Engineering Phase and a 30% Design Phase.

Basic Services

Preliminary Engineering Phase

Task PE1 – Project Management/Meetings

PLUMMER will provide Project Management for its portion of the project, including Quality Control and Quality Assurance for PLUMMER's services. PLUMMER will attend periodic meetings with K-H to coordinate and provide updates. It is anticipated that three such meetings will occur during this phase. Engineer will provide monthly invoicing for the project.

Task PE2 – Data Review / Coordination

PLUMMER will review the Wastewater Master Plan for the City of Pflugerville to determine appropriate design flows for the interceptor. PLUMMER will also coordinate with the design engineer for the wastewater treatment plant to further confirm the design flows, as well as any desired flexibility in flow routing between the existing and new wastewater treatment plants.

Task PE3 – Verify Pipe Sizing

Based on the design flows and slopes provided by K-H, PLUMMER will verify the size of pipe required based on spreadsheet hydraulic calculations.

Task PE4 – Flow Diversion Conceptual Design

PLUMMER will develop a conceptual design for the flow diversion structure. The conceptual design will consider space requirements, general flow split considerations, and constructability considerations. PLUMMER will provide a preliminary opinion of probable construction cost for the diversion structure.

Task PE5 – Technical Memorandum

PLUMMER will develop a Technical Memorandum summarizing the results of Tasks PE2- PE4. PLUMMER will provide K-H with a draft for review with the CITY. The Memorandum will be modified to appropriately address comments and issued as a final document.

Task PE6 – Quality Control

PLUMMER will conduct an independent Quality Control review of the Preliminary Engineering Report prepared by K-H. Such review will include attendance at a review meeting.

30 Percent Design Phase***Task D1 – Project Management/Meetings***

PLUMMER will provide Project Management for its portion of the project, including Quality Control and Quality Assurance for PLUMMER's services. PLUMMER will attend periodic meetings with K-H to coordinate and provide updates. It is anticipated that six such meetings will occur during this phase. Engineer will provide monthly invoicing for the project.

Task D2 – Plan & Profile Sheets

PLUMMER will develop 30% Plan and Profile sheets for approximately 3,000 linear feet of interceptor at a full size scale of 1"=40'. The sheets will generally include the location of facilities and an initial profile and limited call-outs.

Task D3 – Flow Diversion 30% Design

PLUMMER will develop 30% Plan and Section sheets for the flow diversion structure. The sheets will generally include the location of facilities, dimensions and a concept with limited call-outs.

Task D4 – SewerCad Modeling

PLUMMER will develop a hydraulic model of the interceptor based on preliminary alignment and profile provided by K-H. The model will be developed using the SewerCad software. It is assumed that K-H will provide electronic files depicting the alignment and profile. A Draft Technical Memorandum will be developed to accompany the hydraulic model. The draft will be modified appropriately to address comments received and a final will be issued. The model will not be updated to reflect changes from the initial alignment; these changes will be made in a subsequent phase of the project.

Task D5 – Opinion of Probable Construction Cost

PLUMMER will develop an opinion of probable construction cost for the facilities included in our scope.

Task D6 – Quality Control

PLUMMER will conduct an independent Quality Control review of the Engineering Feasibility Report (EFR) prepared by K-H as well as the 30% design drawings. Such review will include attendance at a review meeting.

Additional Services

The following services are services that are not included in the Basic Services but may be services that the GBRA could choose to authorize. A budget and schedule for these services would be developed and agreed upon at the time of the request.

- A. Meetings or presentations beyond those described in Basic Services.
- B. Services resulting from significant changes in the scope, extent, or character of the portions of the Project.
- C. Services resulting from CITY's request to evaluate additional Study and Report Phase alternative solutions beyond those previously identified.

- D. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project.
- E. Preparing preliminary engineering documents or studies to support design of improvements beyond those described in Basic Services.
- F. Preparing to serve or serving as a consultant or witness for the CITY in any litigation, arbitration, or other dispute resolution process related to the Project.

Pflugerville Wilbarger Interceptor Kimley-Horn Preliminary Engineering											
Level 2 (Phase) No. and Description	Principal (hrs)	Proj Mgr (hrs)	Sr. Elec. Engr (hrs)	Proj Engr (hrs)	EIT (hrs)	Technician (hrs)	Clerical (hrs)	QC (hrs)	Total Labor		Percent of Total Fee
Level 3 (Task) No. and Description									Hours	Fee (\$\$)	
Preliminary Engineering	6	44	0	89	79	68	5	26	317	\$ 51,045.00	
PE1 Project Management/Meetings	1	7	0	4	0	0	0	2	14	\$ 2,925	5.7%
1 Progress Meetings (3)		4		4					8	\$ 1,440	2.8%
2 Project Management	1	3							4	\$ 905	1.8%
3 Internal Quality Control								2	2	\$ 580	1.1%
PE2 Data Review / Coordination	0	0	0	0	2	0	0	0	2	\$ 250	0.5%
1 Review Data					2				2	\$ 250	0.5%
PE3 Verify Pipe Sizing	0	1	0	2	4	0	0	0	7	\$ 1,020	2.0%
1 Hydraulic Calculations		1		2	4				7	\$ 1,020	2.0%
PE4 Flow Diversion Conceptual Design	1	3	0	5	11	4	0	0	24	\$ 3,560	7.0%
1 Conceptual Design	1	2		4	8	4			19	\$ 2,825	5.5%
2 Opinion of Probable Construction Cost		1		1	3				5	\$ 735	1.4%
PE5 Technical Memorandum	0	2	0	12	0	4	4	0	22	\$ 3,280	6.4%
1 Technical Memorandum		2		12		4	4		22	\$ 3,280	6.4%
PE6 Quality Control Review	0	0	0	0	0	0	0	8	8	\$ 2,320	4.5%
1 Quality Control Review								8	8	\$ 2,320	4.5%
D1 Project Management/Meetings	1	14	0	8	0	0	0	4	27	\$ 5,545	10.9%
1 Progress Meetings (6)		8		8					16	\$ 2,880	5.6%
2 Project Management	1	6							7	\$ 1,505	2.9%
3 Internal Quality Control								4	4	\$ 1,160	2.3%
D2 30% Plan and Profile	1	6	0	20	32	40	0	0	99	\$ 13,505	26.5%
1 Plan and Profile	1	6		20	32	40			99	\$ 13,505	26.5%
D3 Flow Diversion 30% Design	1	4	0	8	12	20	0	0	45	\$ 6,285	12.3%
1 Plan and Sections	1	4		8	12	20			45	\$ 6,285	12.3%
D4 SewerCad Modeling	1	5	0	26	12	0	1	0	45	\$ 7,085	13.9%
1 Develop Model	1	4		20	8				33	\$ 5,305	10.4%
2 Technical Memorandum		1		6	4		1		12	\$ 1,780	3.5%
D5 Opinion of Probable Cost	0	2	0	4	6	0	0	0	12	\$ 1,790	3.5%
1 OPCC		2		4	6				12	\$ 1,790	3.5%
PE6 Quality Control Review	0	0	0	0	0	0	0	12	12	\$ 3,480	6.8%
1 Quality Control Review								12	12	\$ 3,480	6.8%
TOTAL LABOR	6	44	0	89	79	68	5	26	317	\$ 51,045	100.0%
Total Labor Hours											
Total Labor Amount											
Labor Rates per Hour	\$305	\$200	\$280	\$160	\$125	\$120	\$120	\$290			
Total Amounts by Labor Category	\$ 1,830	\$ 8,800	\$ -	\$ 14,240	\$ 9,875	\$ 8,160	\$ 600	\$ 7,540		\$ 51,045	
Labor Category Percent of Total Labor	3.6%	17.2%	0.0%	27.9%	19.3%	16.0%	1.2%	14.8%			100.0%
TOTAL EXPENSES (see breakdown below)											
Total Subconsultants										\$ -	
Total Reimbursables										\$ 200	
Total Expenses										\$ 200	
GRAND TOTAL - Preliminary Engineering										\$ 51,245	
SUBCONSULTANT EXPENSES											
Code	Description	Budget (\$\$)	Markup	Fee (\$\$\$)							
CA	Architect Consultant	\$ -	1.05	\$ -							
CC	Civil Engr Consultant	\$ -	1.05	\$ -							
CE	Electrical Consultant	\$ -	1.05	\$ -							
CG	Geotechnical Consultant	\$ -	1.05	\$ -							
CM	Mechanical Consultant	\$ -	1.05	\$ -							
CO	Value Engineering	\$ -	1.05	\$ -							
CS	Structural Consultant	\$ -	1.05	\$ -							
CY	Surveying Consultant	\$ -	1.05	\$ -							
C1		\$ -	1.05	\$ -							
C2		\$ -	1.05	\$ -							
C3		\$ -	1.05	\$ -							
C4		\$ -	1.05	\$ -							
C5		\$ -	1.05	\$ -							
C6		\$ -	1.05	\$ -							
TOTAL SUBCONSULTANT EXPENSES		\$ -		\$ -							
REIMBURSABLE EXPENSES											
Code	Description	Budget (\$\$)	Markup	Fee (\$\$\$)							
RA	Laboratory Analysis	\$ -	1.00	\$ -							
RC	Computer	\$ -	1.00	\$ -							
RH	Historical	\$ -	1.00	\$ -							
RI	In-House Reproduction	\$ 100	1.00	\$ 100							
RL	Long Distance Telephone	\$ -	1.00	\$ -							
RM	Employee Mileage	\$ 100	1.00	\$ 100							
RO	Other Expenses	\$ -	1.00	\$ -							
RP	Purchased Services	\$ -	1.00	\$ -							
RR	Reproduction	\$ -	1.00	\$ -							
RS	Shipping, Delivery, Postage	\$ -	1.00	\$ -							
RT	Travel, Meals, Lodging	\$ -	1.00	\$ -							
RU	Technology Fee	\$ -	1.00	\$ -							
R1		\$ -	1.00	\$ -							
R2		\$ -	1.00	\$ -							
TOTAL REIMBURSABLE EXPENSES		\$ 200		\$ 200							

ATTACHMENT B

Project Name: Wilbarger Creek Wastewater Interceptor
Prepared By: Kimley-Horn and Associates, Inc.

Task # Subtask Number	Task Name Subtask Name/Description	Assumptions/Notes	Direct Labor (Person-Hours)							Misc. Direct Expense (\$)
			Senior Prof II	Senior Prof I	Prof IV	EIT	Analyst	Project Controller	Admin	
			\$255.00	230.00	165.00	145.00	115.00	95.00	\$95.00	
1	Design Management and Data Collection									
a	Project Schedule and Work Plan		4	12	16					32
b	Coordination with Client	Assumes 8 Months	16	32						48
c	Invoicing and Progress Reports	Assume 8 months		4	16			32	8	60
d	Kickoff Meeting		4	4	4					12
e	Progress Meetings with City of Pflugerville	8 Monthly Meetings	8	16	16	16			8	64
f	Project Team Meetings	Project Team with Subconsultants, 21		11	11	11				33
g	Travis County Meeting			6	6					12
h	Wilbarger Creek Wastewater Treatment Plant Coordination	2 Coordination Calls	4	4	4	4				16
i	Data Collection			16	16	40	16			88
	Task Total (Hours)		36	105	89	71	16	32	16	365
	Task Total (Dollars)		\$9,180	\$24,150	\$14,685	\$10,295	\$1,840	\$3,040	\$1,520	\$64,710
2	Analysis, Routing, and Conceptual Design									
a	Field Visit	1 Field Visit		8	8	8				24
b	Wastewater Model	Plummer and Associates		4	4					8
c	Routing Analysis and Development	3 alternatives (GIS)	2	16	16	80	40			154
d	Alignment Exhibits		2	16	16	40	80			154
e	Environmental Desktop Study									0
f	Develop Concept OPCC for 3 Alternatives			4	24	24				52
g	Technical Memorandum			4	16	16				36
h	QA/QC		16							16
i	Revisions per QA/QC			8	8	16	16			48
j	Deliverables			4	8	8			4	24
	Task Total (Hours)		20	64	100	192	136	0	4	516
	Task Total (Dollars)		\$5,100	\$14,720	\$16,500	\$27,840	\$15,640	\$0	\$380	\$80,180
3	30%/EFR									
a	Field Services Coordination									
i	Coordination with Survey Field Services and Metes and Bounds			16	40	16				72
i	Coordination with Geotech Field Services			8	4					12
i	Coordination with Land Acquisition		4	8	8	4				24
i	Coordination with Environmental Field Services		2	16	16	8				42
i	Coordination with SUE for Level D			2		4	2			8
i	Coordination with Plummer and Associates		2	8	8	4				22
b	Field Visit			8	8	8				24
c	30% Plans									0
i	Prepare Cover Sheet			1	2	4				7
i	Prepare Project Notes and Sheet Index									0
i	Lift Station Diversion	Plummer		2	4	4	4			14
i	Prepare Project Access and Easement Plan			8	16	32				56
i	Prepare Plan-Profile Sheets	19 Sheets Total; Plummer to do 4 Sheets	2	30	45	120	120			317
i	Prepare Wastewater Details	4 sheets		2	16	24				42
d	Engineering Feasibility Report (EFR)		2	24	40	24			40	130
e	Prepare Quantities and OPCC			4	16	16				36
f	QA/QC		24							24
g	Revisions per QA/QC			8	24	40				72
h	Deliverables			4	8	8			8	28
i	Public Meeting	1 meeting	4	4	4	8	16		40	76
	Task Total (Hours)		40	153	259	324	142	0	88	1006
	Task Total (Dollars)		\$10,200	\$35,190	\$42,735	\$46,980	\$16,330	\$0	\$8,360	\$159,795
										\$0

Project Name: Wilbarger Creek Wastewater Interceptor
Prepared By: Kimley-Horn and Associates, Inc.

Task # Subtask Number	Task Name Subtask Name/Description	Assumptions/Notes	Direct Labor (Person-Hours)							Misc. Direct Expense (\$)
			Senior Prof II	Senior Prof I	Prof IV	EIT	Analyst	Project Controller	Admin	
			\$255.00	230.00	165.00	145.00	115.00	95.00	\$95.00	
4	Subconsultants									
a	Maldonado-Burke - Boundary Survey and Metes & Bounds - To be billed as a per parcel cost									
	i Boundary Base Map - \$6,356 per parcel	With 5% Markup - Based on Per Parcel Fee up to 14 Parcels								\$93,433.20
	i Easement Metes and Bounds - \$4,076 per parcel	With 5% Markup - Based on Per Parcel Fee up to 14 Parcels								\$59,917.20
b	Cox McLain	With 5% Markup								\$90,556.45
c	Rios Group SUE	With 5% Markup								\$8,335.95
d	7 Arrow Land Acquisition -To be billed as a per parcel cost									
	i Right of Entry - at \$500 per parcel	With 5% Markup - Based on Per Parcel Fee up to 14 Parcels								\$14,700.00
	i Title/Curative Services - at \$1,000 per parcel	With 5% Markup - Based on Per Parcel Fee up to 14 Parcels								\$14,700.00
	i Administrative/Document Services - at \$750 per parcel	With 5% Markup - Based on Per Parcel Fee up to 14 Parcels								\$14,700.00
	i Negotiation Services - at \$2,250 per parcel	With 5% Markup - Based on Per Parcel Fee up to 14 Parcels								\$33,075.00
	Acquisition/Closing Services - at \$2,250 per parcel	With 5% Markup - Based on Per Parcel Fee up to 14 Parcels								\$33,075.00
	Right of Way Management Support	With 5% Markup - Hourly with 100 hours at \$150/hr.								\$15,750.00
e	Arias Geotechnical	With 5% Markup								\$82,914.30
f	Plummer & Associates	With 5% Markup								\$53,807.25
	Task Total (Hours)									
	Task Total (Dollars)									\$514,964.35
5	Land Owner Coordination - Hourly Not to Exceed									
a	Right of Entry	Assumes 14 Parcels		84	56	14				154
	Task Total (Hours)		0	84	56	14	0	0	0	154
	Task Total (Dollars)		\$0	\$21,420	\$12,880	\$2,310	\$0	\$0	\$0	\$36,610
	Reimbursable Expenses									
	Plotting and Reproduction - Assumes 200 sf @\$5/sf	Roll Plots and Exhibits								\$1,000
	Mileage	14 Landowner Meetings, 1 site Visit, 1 Public Meeting								\$600
	Overnight Mail - \$50/delivery	4 Deliveries								\$200
	Task Total (Dollars)									\$1,800
	KIMLEY-HORN TOTAL (Hours)		96	406	504	601	294	32	108	1887
	KIMLEY-HORN TOTAL (Dollars)		\$24,480	\$95,480	\$86,800	\$87,425	\$33,810	\$3,040	\$10,260	\$341,295
	SUBCONSULTANT (Task 4)									\$514,964.35
	Miscellaneous Direct Expenses									\$1,800.00
	GRAND TOTAL									\$858,059.35

