

CITY OF TAYLOR
MUSTANG CREEK WASTEWATER INTERCEPTOR
PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS

COUNTY OF WILLIAMSON

THIS AGREEMENT, is made and entered into this day by and between the CITY OF TAYLOR, a political subdivision of the State of Texas and hereinafter referred to as the OWNER, and HEJL, LEE & ASSOCIATES, INC., of Austin, Texas, hereinafter referred to as the ENGINEER.

WITNESSETH: that whereas the OWNER owns a wastewater system serving the residents of Taylor, Texas; and,

WHEREAS, as a result of such apparent needs the OWNER has developed the Taylor Mustang Creek Wastewater Interceptor Project (a.k.a., Wastewater C.I.P. No. 2 and C.I.P. No. 3) hereinafter referred to as the PROJECT; and

WHEREAS, the OWNER requires professional engineering and associated services for the PROJECT; and

WHEREAS, the OWNER has determined the need for engineering services necessary to prepare plans and bid documents for the PROJECT; and

WHEREAS, the ENGINEER and its consultants, having professional and technical employees including employees duly licensed to practice engineering in the State of Texas, and having the professional abilities and expertise to provide those services required by the OWNER; and

WHEREAS, the ENGINEER presented a satisfactory proposal to provide professional engineering and related services for preparing the Plans and Contract documents.

NOW THEREFORE; the OWNER and the ENGINEER, in consideration of their mutual covenants herein, agree in respect to the performance of the professional services to be furnished or rendered by the ENGINEER and then to the payment for these services by the OWNER, as set forth above and hereinafter.

**SECTION I
EMPLOYMENT OF THE ENGINEER
AND PERFORMANCE OF SERVICES**

A. GENERAL

The OWNER agrees to employ the ENGINEER and the ENGINEER agrees to perform the professional engineering and associated services as stated in the Sections to follow; and, in rendering such services, the OWNER agrees to compensate the ENGINEER as stated in the Sections to follow. It is distinctly understood and agreed that execution of this AGREEMENT does not in itself guarantee work or work authorization(s) to the ENGINEER by OWNER. The ENGINEER hereby expressly agrees that employ of the ENGINEER by OWNER shall occur only upon receipt of written authorization from OWNER for identified services specifically issued by Task Order and only to the extent so identified by such Task Order.

B. PERFORMANCE OF SERVICES

The ENGINEER'S employees and the ENGINEER'S associated subconsultants to be utilized in the performance of the PROJECT professional services (as described in Section II following) will be designated and names provided as requested by the City. The persons identified as PROJECT manager and the subconsultants shall not be changed except with the OWNER'S prior written consent, which shall not be unreasonably withheld.

C. STANDARD OF SERVICES

The ENGINEER warrants that it will perform all services under this AGREEMENT in accordance with generally accepted professional standards, and that all personnel assigned to perform services hereunder shall be capable and competent to perform such services. Upon notice of substandard services, the ENGINEER shall re-perform the services at no cost to the OWNER as a result of reliance by OWNER or any of its consultants on such services.

**SECTION II
BASIC PROJECT SERVICES OF THE ENGINEER**

The ENGINEER shall serve as the OWNER'S professional consultant in those phases of the PROJECT to which this AGREEMENT applies; and will give consultation and advice to the OWNER during the performance of its services.

The ENGINEER shall, in the scope of its work, perform the following SERVICES of the PROJECT for the OWNER in phases and/or parts only as authorized by the OWNER (in this or subsequent written authorizations to proceed) and as described herein:

A. Phase A: Preliminary Engineering Design

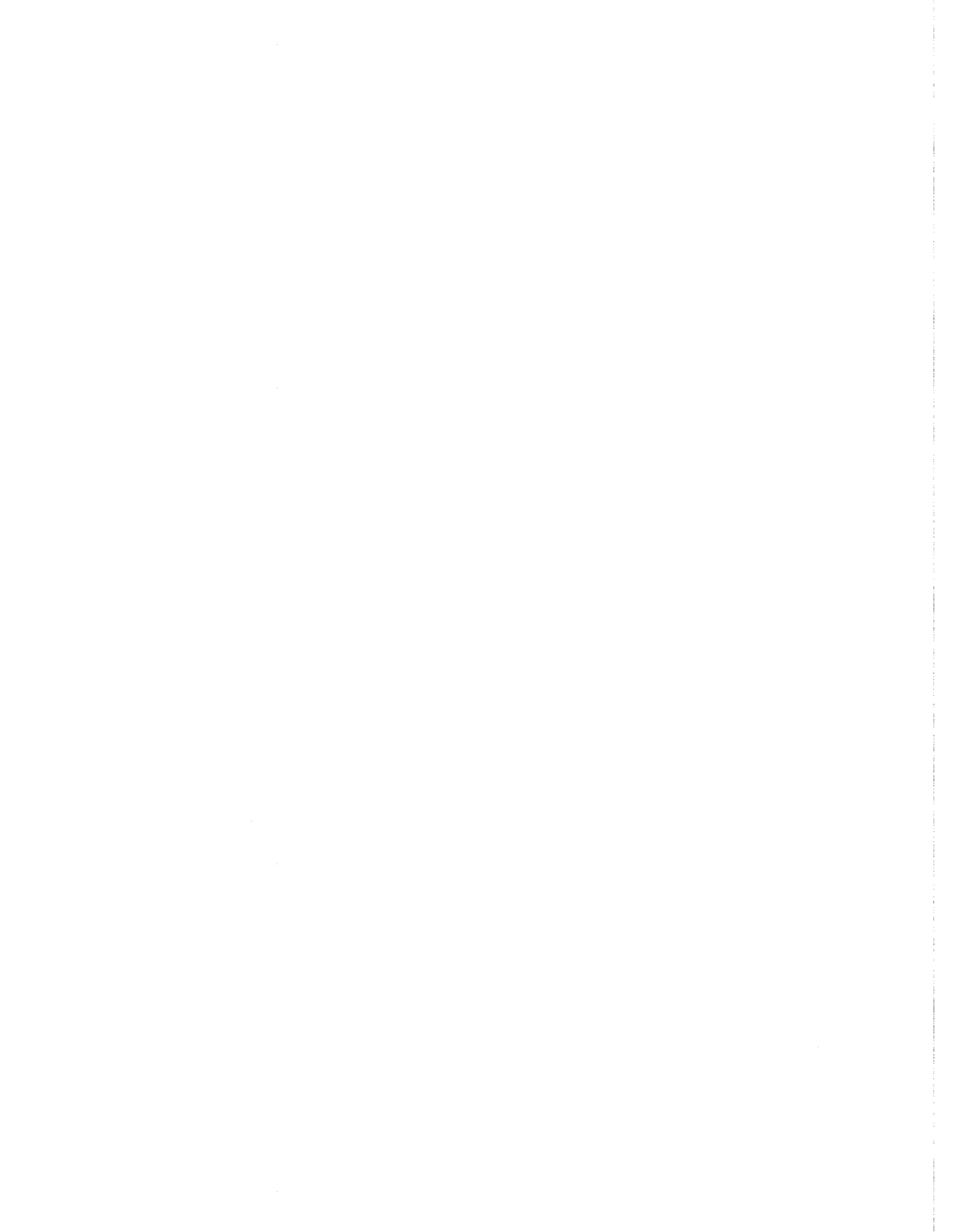
Upon receipt of written authorization from OWNER, the ENGINEER shall complete the Phase A: Preliminary Engineering Design phase services as described below:

1. Provide exhibits as necessary to indicate alignment of interceptor.
2. Perform engineer's estimate of probable costs for the project.
3. Identify special construction related activities such as preliminary findings from Texas Department of Transportation and Union Pacific Railroad regarding crossing requirements.
4. Provide discussion of easement requirements.
5. Provide discussion and recommendation concerning proposed materials to be specified for the interceptor project to include pipe and material recommendations, manhole material recommendations, bore & casing requirements as applicable, junction box construction materials, etc.
6. Assemble data and present findings in report format.
7. Locate and provide for additional geotechnical test boring sites and review the results of such tests.

B. Phase B: Design and Bidding Documents Preparation

Upon receipt of written authorization from OWNER, the ENGINEER shall perform the Phase B: Design and Bidding Documents Preparation phase services as described below:

1. Attend and/or arrange for periodic progress meetings with the OWNER for the purposes of explaining completed design activities and reviewing schedule for completing the remaining activities. Report progress of this phase to the OWNER per OWNER'S requests and relative to approved schedule.
2. Conduct or otherwise acquire, upon receipt of OWNER'S written authorization, the necessary additional field surveys, analyses, and peripheral investigations which, in the opinion of the ENGINEER, may be required for the proper execution of the design of the PROJECT.
3. Prepare detailed specifications and prepare PROJECT construction contract drawings. Specifications shall be based on the OWNER'S General Conditions and technical specifications. Drawings shall be at approved horizontal and vertical scales and in ink on reproducible 24"x36" drafting media. The drawings shall, at minimum, include plan views, sections and details clearly defining and describing the intent of the improvements, limits of work, sequencing requirements, access routes, environmental protection requirements, and contractor staging and storage areas. Plans and specifications together shall form a set of Contract Documents complete in and of themselves and of sufficient detail to allow a reputable contractor to bid confidently and, if awarded the contract, successfully construct the PROJECT.
4. Prepare updated opinion of probable cost of authorized PROJECT construction.
5. Provide OWNER five (5) copies of draft Bidding Documents (consisting of plans, details and



the PROJECT Manual).

6. Assist OWNER in obtaining required regulating agency permits/approvals.
7. Obtain OWNER'S approval of the PROJECT bidding documents and provide for duplication of up to five (5) sets of final project bidding documents for the OWNER'S use.
8. Assist the OWNER, in the advertisement of the PROJECT for construction bids subject to review and approval by the OWNER, and distribute bidding documents.
9. Attend and assist in conducting the pre-bid conference, if necessary, to provide clarification and interpretation of the PROJECT bid documents to bidders.
10. Prepare and issue, with OWNER'S approval, all addenda required to clarify the PROJECT bid documents.
11. Maintain a record of bidding document issuance.
12. Attend the OWNER'S opening of PROJECT bids, review bids and furnish to the OWNER a recommendation regarding the award of the contract(s), within five (5) working days following bid opening. Should the as-bid construction cost of the PROJECT (or component thereof) be significantly greater than the Design Phase B PROJECT Construction Cost estimate and the OWNER elects not to award the PROJECT (or component thereof) construction contract, the ENGINEER shall consult with the OWNER to determine revisions to the PROJECT to reduce the PROJECT costs as required to stay within approved or authorized cost limitations.
13. Prepare six (6) sets of conforming documents for execution by OWNER and contractor.
14. Includes assisting City in preparing field notes and sketches for up to twenty-five easements.

C. Phase C: Construction Administration

Upon receipt of written authorization from OWNER, the ENGINEER shall perform the Phase C: Construction Administration phase services as described below will be provided on a time and material basis as authorized by the City.

1. Provide the contractor with up to five (5) sets of PROJECT contract documents.
2. Consult with and advise the OWNER; issue/transmit instructions to the contractor and answer contractor's questions in order to implement improvements specified in the PROJECT Manual and drawings and prepare routine change orders as required.
3. Review: samples, catalog data, schedules, shop drawings, laboratory, quarry, shop and mill tests of material and equipment; and other data which the contractor is required to submit for conformance with the design concept of the PROJECT and compliance with the PROJECT manual and drawings and assemble written guarantees which are required by the PROJECT manual and drawings. Submit copies of all equipment and machinery drawings and other contractor submittal to OWNER.
4. Based on field record information received from contractor, prepare PROJECT record drawings of construction, incorporating all compiled change orders, field changes and known alterations from the bid documents. A professional engineer's seal shall be affixed and signed on each document, signifying the recorded changes have been transferred.
 - A. Drawings shall be prepared on 24"x36" reproducible media.

- B. Drawings shall be accurate in scale and dimensions and shall reflect the final, as-constructed condition of the PROJECT.
5. Submit PROJECT record drawings to the OWNER, one (1) set in reproducible media, two (2) sets of full size print and two (2) sets of one-half size print.

SECTION III SPECIAL SERVICES OF THE ENGINEER

Upon authorization in writing by the OWNER, the ENGINEER will furnish or obtain from other Additional Services of the following types which are not considered normal or customary Basic Services under this AGREEMENT. These services will be paid for by the OWNER as indicated in Section V.

1. Appearances before regulatory agencies or other public meetings other than those provided as a Basic PROJECT Service.
2. Resident PROJECT representative services.
3. Assistance to the OWNER in litigation arising from, or associated with, the planning, design, or implementation of the PROJECT.
4. Special investigations involving detailed consideration of operation, maintenance and overhead expenses; preparation of rate schedules; earning and expense statements; special feasibility studies; appraisals; evaluations; and material audits or inventories required for certifications of force account construction performed by the OWNER.
5. Revision of PROJECT deliverables requested by OWNER after OWNER'S written approval.
6. Copies of PROJECT documents in excess of number provided as a Basic PROJECT service.
7. Preparation of detailed applications and supporting documentation for government grants or loans.
8. PROJECT guarantee period services.

SECTION IV THE OWNER'S RESPONSIBILITIES

The OWNER will:

1. Provide full information as to its requirements for the PROJECT.
2. Designate the OWNER'S PROJECT Manager.
3. Assist ENGINEER, by placing at its disposal, available reports and other data in the possession of the OWNER relevant to the development of the PROJECT, which information the ENGINEER may reasonably rely upon in the performance of its services under this AGREEMENT.
4. Assist ENGINEER in gaining entry to public and private property as may be required by the ENGINEER in the performance of its services under this AGREEMENT.
5. Examine all studies, reports, sketches, estimates, drawings, proposals and other documents

- presented by ENGINEER and render decisions pertaining thereto within a reasonable time so as not to unreasonably delay the services of the ENGINEER.
6. Provide such legal, accounting and insurance counseling services as may be required by OWNER, such auditing services as the OWNER may require to ascertain how or for what purposes any contractor has used the monies paid to the contractor under a construction contract.
 7. Give prompt written notice to the ENGINEER whenever the OWNER observes, or otherwise becomes aware of, any defect in the PROJECT.
 8. Furnish, or direct ENGINEER (by way of written Supplemental (Task Order) Amendment to this AGREEMENT (see Section V) to provide, necessary Additional Services as stipulated in Section III of this AGREEMENT or other services as may be required by the OWNER.
 9. Bear all costs incident to compliance with the requirements of this Section.

SECTION V PAYMENT OF THE ENGINEER

OWNER agrees to pay the ENGINEER as full compensation for the professional engineering and associated services herein contracted for as follows:

- A. Phase A: Preliminary Engineering Design
For and in consideration of the PROJECT services to be provided and described in Section II, the ENGINEER shall receive compensation on a fixed fee basis with a maximum not-to-exceed contract amount of Eighty Two Thousand Four Hundred Dollars (\$82,400.00).
- B. Phase B: Design and Bidding Preparation
For and in consideration of the PROJECT services to be provided and described in Section II, the ENGINEER shall receive compensation on a fixed fee basis with a maximum not-to-exceed contract amount of One Hundred Fifty Two Thousand Nine Hundred Eighty Dollars (\$152,980.00).
- C. Phase C: Construction Administration
For and in consideration of the PROJECT services to be provided and described in Section II, the ENGINEER shall receive compensation on a fixed fee basis with a maximum not-to-exceed contract amount of Seven Thousand Five Hundred Dollars (\$7,500.00).
- D. Future PROJECT Phase Services
For and in consideration of future authorized PROJECT Phase(s) services, the ENGINEER shall receive compensation on a time and material basis with a maximum not-to-exceed contract amount or on a lump sum basis as shall be determined when and if such services are required by the OWNER. The maximum allowable compensation for these services or portions thereof, if required by the OWNER, shall be made part of this AGREEMENT as Supplemental (Task Order) Amendment(s) hereto.

E. SPECIAL SERVICES

1. Special services may be provided or performed by the ENGINEER as determined to be required and when authorized in writing by the OWNER.
2. Special services shall be performed on a fixed fee or time and material expense basis with a maximum not-to-exceed contract amount or lump sum basis.
3. Upon request by the OWNER for such special services, the ENGINEER shall prepare and submit to the OWNER, for approval and authorization, fee breakdown referencing the various components that comprise the task with a maximum not-to-exceed contract amount proposal for the Special Services requested. The ENGINEER shall proceed with such authorized Special Services only upon receipt of written authorization by OWNER.

F. REIMBURSABLE COSTS

1. Direct Non-Salary Expenses: "Direct Non-Salary Expenses" shall be paid at the actual invoice cost and shall include, but not necessarily be limited to, the following:
 - a. Reasonable living and traveling expenses of professional and technical personnel when away from the cities in which they are permanently assigned and when conducting authorized business directly connected with the PROJECT. The cost of first-class airline fares in excess of coach fares shall not be reimbursed by OWNER.
 - b. Identifiable communication expenses such as long distance telephone, facsimile, express charges and postage.
 - c. Identifiable reproduction costs applicable to the PROJECT such as photocopying, printing, etc.
 - d. Rental or fair charges for the use of special equipment, tools and electronic data processing equipment (not including personal computers) required in connection with ENGINEER'S services for the PROJECT.
 - e. Disbursements made by the ENGINEER under approved subcontracts.

G. METHOD OF PAYMENT

1. If authorized by the OWNER, payments on account of ENGINEER'S PROJECT Phase A, B, C and D services shall be made monthly, in proportion to services performed and billed.
2. If the OWNER does not award a contract within one year of OWNER'S approval of completed plans and specifications, the ENGINEER shall be paid an amount not-to-exceed 100% of the maximum not-to-exceed contact amount established for A and B Phases.
3. If authorized by the OWNER, payment for approved PROJECT Phase A, B, and C services and for Special Services as described above or for extra work required, approved, and contracted for by the OWNER, shall be made monthly as the work performed and billed such that the maximum contract amount(s) are not exceeded.
4. For all services rendered, payment is due within thirty (30) days after receipt of billing acceptable to OWNER. Billing shall include documentation of cost of services rendered during the previous month.
5. Invoice amounts in excess of approved maximum not-to-exceed contract amount(s) incurred

prior to OWNER'S written consent shall be a ENGINEER'S risk and OWNER is not obligated to pay such billings or expenses. ENGINEER shall closely monitor the amount of its work and notify OWNER within five (5) working days of when expenditures for such work reaches eighty (80) percent of approved maximum not-to-exceed contract amount(s). Nothing herein shall be construed to require the OWNER to increase the approved maximum not-to-exceed contract amount(s) established under this AGREEMENT.

6. For all services rendered, ENGINEER'S payment to subcontractors is due within ten calendar days after receipt of payment from the OWNER.


THE CITY OF TAYLOR
OWNER

By: _____

Printed
Name: _____

Title: _____

HEIL, LEE & ASSOCIATES, INC.
ENGINEER

By:  _____

Printed
Name: DANIEL P. HEIL

Title: PRINCIPAL

Attest:  _____