

**CITY OF FAIR OAKS RANCH**  
**STANDARD PROFESSIONAL SERVICES AGREEMENT**

THE STATE OF TEXAS   §  
  §  
KENDALL COUNTY       §

This Professional Services Agreement (“Agreement”) is made and entered by and between the City of Fair Oaks Ranch, Texas, (the “City”) a Texas municipality, and Malone/Wheeler, Inc. (“Professional”).

**Section 1. Duration.** 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.

**Section 2. Scope of Work.**

(A) Professional shall perform the Services as more particularly described in the Scope of Work attached hereto as Exhibit “A”. The work as described in the Scope of Work constitutes the “Project”. Unless otherwise provided in the Scope of Work, the anticipated submittal of all Project deliverables is immediately upon completion of the Project.

(B) The Quality of Services provided under this Agreement shall be performed with the professional skill and care ordinarily provided by competent Professionals practicing in the same or similar locality and under the same or similar circumstances and professional license, and as expeditiously as is prudent considering the ordinary professional skill and care of a competent Professional holding the same professional license.

(C) The Professional shall perform its Services for the Project in compliance with all statutory, regulatory and contractual requirements now or hereafter in effect as may be applicable to the rights and obligations set forth in the Agreement.

(D) The Professional may rely upon the accuracy of reports and surveys provided to it by the City except when defects should have been apparent to a reasonably competent professional or when it has actual notice of any defects in the reports and surveys.

**Section 3. Compensation.**

(A) The Professional shall be paid in the manner as provided herein.

(B) *Billing Period:* The Professional may submit monthly, or less frequently, an invoice for payment based on the estimated completion of the described tasks and approved work schedule. Subject to Chapter 2251, Texas Government Code (the "Prompt Payment Act"), payment is due within thirty (30) days of the City's receipt of the Professional's invoice. Interest on overdue payments shall be calculated in accordance with the Prompt Payment Act.

(C) *Reimbursable Expenses:* Any and all reimbursable expenses related to the Project shall be included in the scope of services (Exhibit A). If these items are not specifically accounted for in Exhibit A they shall be considered subsidiary to the total contract amount.

#### **Section 4. Changes to the Project Work; Additional Work.**

(A) *Changes to Work:* Professional shall make such revisions to any work that has been completed as are necessary to correct any errors or omissions as may appear in such work. If the City finds it necessary to make changes to previously satisfactorily completed work or parts thereof, the Professional shall make such revisions if requested and as directed by the City and such services will be considered as additional work and paid for as specified under following paragraph.

(B) *Additional Work:* The City retains the right to make changes to the Scope of Work at any time by a written order. Work that is clearly not within the general description of the Scope of Work and does not otherwise constitute special services under this Agreement must be approved in writing by the City by supplemental agreement before the additional work is undertaken by the Professional. If the Professional is of the opinion that any work is beyond that contemplated in this Agreement and the Scope of Work governing the project and therefore constitutes additional work, the Professional shall promptly notify the City of that opinion, in writing. If the City agrees that such work does constitute additional work, then the City and the Professional shall execute a supplemental agreement for the additional work and the City shall compensate the Professional for the additional work on the basis of the rates contained in the Scope of Work. If the changes deduct from the extent of the Scope of Work, the contract sum shall be adjusted accordingly. All such changes shall be executed under the conditions of the original Agreement. Any work undertaken by Professional not previously approved as additional work shall be at risk of the Professional.

#### **Section 5. Time of Completion.**

The prompt completion of the services under the Scope of Work is critical to the City. Unnecessary delays in providing services under a Scope of Work shall be grounds for dismissal of the Professional and termination of this Agreement without any or further liability to the City other than a prorated payment for necessary, timely, and conforming work done by Professional prior to the time of termination. The Scope of Work shall provide, in either

calendar days or by providing a final date, a time of completion prior to which the Professional shall have completed all tasks and services described in the Scope of Work.

## **Section 6. Insurance.**

Before commencing work under this Agreement, Professional shall obtain and maintain the liability insurance provided for in attached Exhibit B throughout the term of this Agreement and thereafter as required herein.

In addition to the insurance provided for in Exhibit B, Professional shall maintain the following limits and types of insurance:

**Professional Liability Insurance:** professional errors and omissions liability insurance with limits of liability not less than \$1,000,000 per occurrence covering all work performed by the Professional, its employees, sub-contractors, or independent contractors. If this coverage can only be obtained on a "claims made" basis, the certificate of insurance must clearly state coverage is on a "claims made" basis and coverage must remain in effect for at least two years after final payment with the Professional continuing to furnish the City certificates of insurance.

**Workers Compensation Insurance:** The Professional shall carry and maintain during the term of this Agreement, workers compensation and employers liability insurance meeting the requirements of the State of Texas on all the Professional's employees carrying out the work involved in this contract.

**General Liability Insurance:** The Professional shall carry and maintain during the term of this Agreement, general liability insurance on a per occurrence basis with limits of liability not less than \$1,000,000 for each occurrence and for fire damage. For Bodily Injury and Property Damage, coverage shall be no less than \$1,000,000. As a minimum, coverage for Premises, Operations, Products and Completed Operations shall be \$2,000,000. This coverage shall protect the public or any person from injury or property damages sustained by reason of the Professional or its employees carrying out the work involved in this Agreement. The general aggregate shall be no less than \$2,000,000.

**Automobile Liability Insurance:** Professional shall carry and maintain during the term of this Agreement, automobile liability insurance with either a combined limit of at least \$1,000,000 per occurrence for bodily injury and property damage or split limits of at least \$1,000,000 for bodily injury per person per occurrence and \$1,000,000 for property damage per occurrence. Coverage shall include all owned, hired, and non-owned motor vehicles used in the performance of this contract by the Professional or its employees.

Subcontractor: In the case of any work sublet, the Professional shall require subcontractor and independent contractors working under the direction of either the Professional or a subcontractor to carry and maintain the same workers compensation and liability insurance required of the Professional.

Qualifying Insurance: The insurance required by this Agreement shall be written by non-assessable insurance company licensed to do business in the State of Texas and currently rated "B+" or better by the A.M. Best Companies. All policies shall be written on a "per occurrence basis" and not a "claims made" form.

Evidence of such insurance shall be attached as Exhibit "B".

## **Section 7. Miscellaneous Provisions.**

(A) *Subletting.* The Professional shall not sublet or transfer any portion of the work under this Agreement or any Scope of Work issued pursuant to this Agreement unless specifically approved in writing by the City, which approval shall not be unreasonably withheld. Subcontractors shall comply with all provisions of this Agreement and the applicable Scope of Work. The approval or acquiescence of the City in the subletting of any work shall not relieve the Professional of any responsibility for work done by such subcontractor.

(B) *Ownership of Documents.* Upon completion or termination of this Agreement, all documents prepared by the Professional or furnished to the Professional by the City shall be delivered to and become the property of the City. All drawings, charts, calculations, plans, specifications and other data, including electronic files and raw data, prepared under or pursuant to this Agreement shall be made available, upon request, to the City without restriction or limitation on the further use of such materials PROVIDED, HOWEVER, THAT SUCH MATERIALS ARE NOT INTENDED OR REPRESENTED TO BE SUITABLE FOR REUSE BY THE CITY OR OTHERS. ANY REUSE WITHOUT PRIOR VERIFICATION OR ADAPTATION BY THE PROFESSIONAL FOR THE SPECIFIC PURPOSE INTENDED WILL BE AT THE CITY'S SOLE RISK AND WITHOUT LIABILITY TO THE PROFESSIONAL. Where applicable, Professional shall retain all pre-existing proprietary rights in the materials provided to the City but shall grant to the City a non-exclusive, perpetual, royalty-free license to use such proprietary information solely for the purposes for which the information was provided. The Professional may, at Professional's expense, have copies made of the documents or any other data furnished to the City under or pursuant to this Agreement.

(C) *Professional's Seal.* To the extent that the Professional has a professional seal it shall placed on all documents and data furnished by the Professional to the City. All work and services provided under this Agreement will be performed in a good and workmanlike fashion and shall conform to the accepted standards and practices of the Professional's industry. The

plans, specifications and data provided by Professional shall be adequate and sufficient to enable those performing the actual work to perform the work as and within the time contemplated by the City and Professional. The City acknowledges that Professional has no control over the methods or means of work nor the costs of labor, materials or equipment. Unless otherwise agreed in writing, any estimates of costs by the Professional are for informational purposes only and are not guarantees.

(D) *Compliance with Laws.* The Professional shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts, administrative, or regulatory bodies in any matter affecting the performance of this Agreement, including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Professional shall furnish the City with satisfactory proof of compliance.

(E) *Independent Contractor.* Professional acknowledges that Professional is an independent contractor of the City and is not an employee, agent, official or representative of the City. Professional shall not represent, either expressly or through implication, that Professional is an employee, agent, official or representative of the City. Income taxes, self-employment taxes, social security taxes and the like are the sole responsibility of the Professional.

(F) *Non-Collusion.* Professional represents and warrants that Professional has not given, made, promised or paid, nor offered to give, make, promise or pay any gift, bonus, commission, money or other consideration to any person as an inducement to or in order to obtain the work to be provided to the City under this Agreement. Professional further agrees that Professional shall not accept any gift, bonus, commission, money, or other consideration from any person (other than from the City pursuant to this Agreement) for any of the services performed by Professional under or related to this Agreement. If any such gift, bonus, commission, money, or other consideration is received by or offered to Professional, Professional shall immediately report that fact to the City and, at the sole option of the City, the City may elect to accept the consideration for itself or to take the value of such consideration as a credit against the compensation otherwise owing to Professional under or pursuant to this Agreement.

(G) *Force Majeure.* If the performance of any covenant or obligation to be performed hereunder by any party is delayed as a result of circumstances which are beyond the reasonable control of such party (which circumstances may include, without limitation, pending litigation, acts of God, war, acts of civil disobedience, fire or other casualty, shortage of materials, adverse weather conditions [such as, by way of illustration and not of limitation, severe rain storms or below freezing temperatures, or tornados] labor action, strikes or similar acts, moratoriums or regulations or actions by governmental authorities), the time for such

performance shall be extended by the amount of time of such delay, but no longer than the amount of time reasonably occasioned by the delay. The party claiming delay of performance as a result of any of the foregoing force majeure events shall deliver written notice of the commencement of any such delay resulting from such force majeure event not later than seven (7) days after the claiming party becomes aware of the same, and if the claiming party fails to so notify the other party of the occurrence of a force majeure event causing such delay and the other party shall not otherwise be aware of such force majeure event, the claiming party shall not be entitled to avail itself of the provisions for the extension of performance contained in this subsection.

(H) In the case of any conflicts between the terms of this Agreement and wording contained within the Scope of Services, this Agreement shall govern. The Scope of Services is intended to detail the technical scope of services, fee schedule, and contract time only and shall not dictate Agreement terms.

#### **Section 8. Termination.**

(A) This Agreement may be terminated:

(1) By the mutual agreement and consent of both Professional and City;

(2) By either party, upon the failure of the other party to fulfill its obligations as set forth in either this Agreement or a Scope of Work issued under this Agreement;

(3) By the City, immediately upon notice in writing to the Professional, as consequence of the failure of Professional to perform the services contemplated by this Agreement in a timely or satisfactory manner;

(4) By the City, at will and without cause upon not less than thirty (30) days written notice to the Professional.

(B) If the City terminates this Agreement pursuant to Section 5 or subsection 8(A)(2) or (3), above, the Professional shall not be entitled to any fees or reimbursable expenses other than the fees and reimbursable expenses then due and payable as of the time of termination and only then for those services that have been timely and adequately performed by the Professional considering the actual costs incurred by the Professional in performing work to date of termination, the value of the work that is nonetheless usable to the City, the cost to the City of employing another Professional to complete the work required and the time required to do so, and other factors that affect the value to the City of the work performed at time of termination. In the event of termination that is not the fault of the Professional, the Professional shall be compensated for all basic, special, and additional services actually performed prior to termination, together with any reimbursable expenses then due.

**Section 9. Indemnification.** Professional shall indemnify, defend and hold harmless the City of Fair Oaks Ranch, Texas and its officials, employees and agents (collectively referred to as “Indemnitees”) and each of them from and against all loss, costs, penalties, fines, damages, claims, expenses (including reasonable attorney’s fees) or liabilities (collectively referred to as “Liabilities”) by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with (i) the performance or non-performance of Services contemplated by this Agreement but only to the extent caused by the negligent acts, errors or omissions, intentional torts, intellectual property infringement, or a failure to pay a sub-contractor or supplier committed by Professional or Professional’s agent, consultant under contract, or another entity over which Professional exercises control (whether active or passive) of Professional or its employees, agents or sub-contractors (collectively referred to as “Professional”) (ii) the failure of Professional to comply with any of the paragraphs herein or the failure of Professional to conform to statutes, ordinances, or other regulations or requirements of any governmental authority, federal, state or local, in connection with the performance of this Agreement. Professional expressly agrees to indemnify and hold harmless the Indemnitees, or any one of them, from and against all liabilities which may be asserted by an employee or former employee of Professional, or any of its sub-contractors, as provided above, for which Professional’s liability to such employee or former employee would otherwise be limited to payments under State Workers’ Compensation or similar laws. Nothing herein shall require Professional to indemnify, defend, or hold harmless any Indemnitee for the Indemnitee’s own negligence or willful misconduct. Any and all indemnity provided for in this Agreement shall survive the expiration of this Agreement and the discharge of all other obligations owed by the parties to each other hereunder and shall apply prospectively not only during the term of this Agreement but thereafter so long as any liability could be asserted in regard to any acts or omissions of Professional in performing Services under this Agreement.

For Professional Liability Claims, Professional shall be liable for reasonable defense costs incurred by Indemnitees but only after final adjudication and to the extent and percent that Professional or Professional’s agents are found negligent or otherwise at fault. As used in this Agreement, final adjudication includes any negotiated settlement and release of claims, without limitation as to when a negotiated settlement and release of claims occurs.

**Section 10. Notices.** Any notice required or desired to be given from one party to the other party to this Agreement shall be in writing and shall be given and shall be deemed to have been served and received (whether actually received or not) if (i) delivered in person to the address set forth below; (ii) deposited in an official depository under the regular care and

custody of the United States Postal Service located within the confines of the United States of America and sent by certified mail, return receipt requested, and addressed to such party at the address hereinafter specified; or (iii) delivered to such party by courier receipted delivery. Either party may designate another address within the confines of the continental United States of America for notice, but until written notice of such change is actually received by the other party, the last address of such party designated for notice shall remain such party's address for notice.

**Section 11. No Assignment.** Neither party shall have the right to assign that party's interest in this Agreement without the prior written consent of the other party.

**Section 12. Severability.** If any term or provision of this Agreement is held to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining terms or provisions of this Agreement shall not be affected thereby, and in lieu of each such illegal, invalid or unenforceable term or provision, there shall be added automatically to this Agreement a legal, valid or enforceable term or provision as similar as possible to the term or provision declared illegal, invalid or unenforceable.

**Section 13. Waiver.** Either City or the Professional shall have the right to waive any requirement contained in this Agreement that is intended for the waiving party's benefit, but, except as otherwise provided herein, such waiver shall be effective only if in writing executed by the party for whose benefit such requirement is intended. No waiver of any breach or violation of any term of this Agreement shall be deemed or construed to constitute a waiver of any other breach or violation, whether concurrent or subsequent, and whether of the same or of a different type of breach or violation.

**Section 14. Governing Law; Venue.** This Agreement and all of the transactions contemplated herein shall be governed by and construed in accordance with the laws of the State of Texas. The provisions and obligations of this Agreement are performable in Kendall County, Texas such that exclusive venue for any action arising out of this Agreement shall be in Kendall County, Texas.

**Section 15. Paragraph Headings; Construction.** The paragraph headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof. Both parties have participated in the negotiation and preparation of this Agreement and this Agreement shall not be construed either more or less strongly against or for either party.

**Section 16. Binding Effect.** Except as limited herein, the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, devisees, personal and legal representatives, successors and assigns.



**Section 17. Gender.** Within this Agreement, words of any gender shall be held and construed to include any other gender, and words in the singular number shall be held and construed to include the plural, unless the context otherwise requires.

**Section 18. Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

**Section 19. Exhibits.** All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

**Section 20. Entire Agreement.** It is understood and agreed that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements or understandings between the parties relating to the subject matter. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally.

**Section 21. Relationship of Parties.** Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between the parties, it being expressly understood and agreed that no provision contained in this Agreement nor any act or acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this Agreement.

**Section 22. Right To Audit.** City shall have the right to examine and audit the books and records of Professional with regards to the work described in Exhibit A, or any subsequent changes, at any reasonable time. Such books and records will be maintained in accordance with generally accepted principles of accounting and will be adequate to enable determination of: (1) the substantiation and accuracy of any payments required to be made under this Agreement; and (2) compliance with the provisions of this Agreement.

**23. Dispute Resolution.** In accordance with the provisions of Subchapter I, Chapter 271, TEX. LOCAL GOV'T CODE, the parties agree that, prior to instituting any lawsuit or other proceeding arising from a dispute under this agreement, the parties will first attempt to resolve the dispute by taking the following steps: (1) A written notice substantially describing the nature of the dispute shall be delivered by the dissatisfied party to the other party, which notice shall request a written response to be delivered to the dissatisfied party not less than 5 days after receipt of the notice of dispute. (2) If the response does not reasonably resolve the dispute, in the opinion of the dissatisfied party, the dissatisfied party shall give notice to that

effect to the other party whereupon each party shall appoint a person having authority over the activities of the respective parties who shall promptly meet, in person, in an effort to resolve the dispute. (3) If those persons cannot or do not resolve the dispute, then the parties shall each appoint a person from the highest tier of managerial responsibility within each respective party, who shall then promptly meet, in person, in an effort to resolve the dispute.

**24. Disclosure of Business Relationships/Affiliations; Conflict of Interest Questionnaire.** Professional represents that it is in compliance with the applicable filing and disclosure requirements of Chapter 176 of the Texas Local Government Code.

**25. Boycott Israel.** The City may not enter into a contract with a company for goods and services unless the contract contains a written verification from the company; (i) it does not Boycott Israel; and (ii) will not Boycott Israel during the term of the contract. (Texas government code chapter 2270) by entering this agreement, Professional verifies that it does not Boycott Israel, and agrees that during the term of the agreement will not Boycott Israel as that term is defined in the Texas Government Code Section 808.001, as amended.

**EXECUTED**, by the City on this the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**CITY:**

By: \_\_\_\_\_

Name: Tobin Maples, AICP

Title: City Manager

**ADDRESS FOR NOTICE:**

**CITY**

City of Fair Oaks Ranch  
Attn: City Secretary  
7286 Dietz Elkhorn  
Fair Oaks Ranch, TX 78015

**PROFESSIONAL:**

By:  \_\_\_\_\_

Name: Dennis Lozano, P.E.

Title: Vice President

**PROFESSIONAL**

Malone/Wheeler, Inc.  
Attn: Angela Salas  
5113 Southwest Parkway, Suite 260  
Austin, Texas 78735

**EXHIBIT A  
SCOPE OF SERVICES**

**EXHIBIT B  
CERTIFICATE OF INSURANCE**

## Scope of Services and Compensation

Engineering Services shall be inclusive as described herein to assist the Client with the design, permitting, and installation of a volute dewatering press (VDP) at the wastewater treatment plant (WWTP) of the City of Fair Oaks Ranch (CFOR). The basis of design and concept shall be generally in accordance with the recommendations provided in a Preliminary Engineering Report prepared by Murfee Engineering Company and dated September 8<sup>th</sup>, 2020.

### Background

Currently, the WWTP produces an average of 42,000 gallons of secondary sludge per week. The sludge contains approximately one percent solids. The WWTP processes solids onsite via the existing sludge drying beds to thicken and/or dewater the sludge. The City faces challenges in drying sludge in the winter and on rainy days, when capacity of the drying beds is compromised. When the sludge cannot be processed sufficiently in the drying beds, the City has to pay an outside contractor to liquid haul the sludge offsite at significant expense. In addition to capacity constraints, the open-air drying process produces significant odors, and the WWTP's proximity to recreational facilities and residences leads to odor complaints.

The above-described Preliminary Engineering Report (PER) analyzed alternatives for improving solids management at the WWTP and made a recommendation to install a VDP system to reduce the volume of the sludge effectively and consistently, while simultaneously reducing odor production associated with the open-air process currently in use. In addition to the conceptual design presented in the PER, which was focused on minimizing the return on investment (ROI) period, a few additional elements of the concept were discussed with staff to enhance operability and protect the equipment against the elements. The results of those discussions are incorporated here into the project approach with the concurrence of the entire team.

### Basis of Design

The proposed VDP system will be located generally between Clarifier No. 2 and the sludge drying beds, as indicated in the PER, such that the roll-off container for containment and hauling of the dried cake is accessible from the existing drive. The VDP and ancillary equipment and appurtenances will be located on a concrete slab and covered by a steel-framed shed roof for protection from the elements. A couple of options remain available with regard to the handling of the cake to distribute it evenly within the receiving receptacle for hauling. The estimated fee includes allowance for either option so that the best fit system can be selected by the City. The system will be fed from the Clarifier No. 2. An option to add a feed from Clarifier No. 1 is included should the City elect to add that element. The proposed design services do not include a geotechnical investigation or surveying, but will incorporate any existing geotechnical or survey information provided by City staff. The nature of the project is such that, in our opinion, it can be satisfactorily completed without these efforts and the City has emphasized economic performance as a driving factor for the project. The following tasks will be performed to carry out the project:

## **PHASE I**

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Task 1 - Project Management and Site Visit: Malone/Wheeler (M/W) will coordinate with the operator, owner, and contractor to complete the project within budget and schedule, including monthly virtual coordination and progress meetings, as well as presentation to City Council upon milestones, such as the recommendation of award, if required. Bi-weekly written project status reports will be provided. The M/W team will perform one site visit to develop construction plans for the project.

Task 2 – Pilot Study: M/W team will coordinate scheduling of the pilot study and site and operations preparation necessary for a successful pilot, including one site visit. Provision of temporary electric and pressurized water feeds to the pilot unit are the only site preparation items anticipated. M/W will review and approve the pilot protocol to maximize value and ensure sufficient flexibility and alternatives analysis are provided for. Following the pilot M/W will review the data/report provided by the manufacturer performing the pilot and update recommendations and/or pro forma previously provided in the PER accordingly. While unlikely to be required because only basic provisions are contemplated, excluded from this item are any electrical and/or civil design work necessary to effectuate the pilot as well as coordination or engagement of third-party contracting to provide the requirements of the pilot study. Should the pilot study reveal that the project is no longer economically or otherwise satisfactory to the City, the project will not proceed to Phase II.

## **PHASE II**

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Task 3 - Prepare Construction Plans: M/W team will develop civil, mechanical, electrical, structural, and instrumentation and control design documents including plants, specifications, and an Engineer's Opinion of Probable Construction Cost (EOPCC) to secure approvals for and construct the proposed VDP system at the CFOR WWTP. Interim submittals, including design review meetings, at 30% and 90% are proposed. After finalizing the design documents, M/W team will submit a Ch. 217 Summary Transmittal and, if required, the plans and technical specification to the Texas Commission on Environmental Quality (TCEQ) for approval to construct the project. Included in Task 3 are QA/QC review and incorporation of City comments into the documents and support for any additional reporting that may be required by TCEQ. A preliminary sheet list is provided below for consideration; however the included sheets and their contents are subject to change to accommodate the needs of the project.

1. Title
2. General Notes
3. Site, Dimensional Control & Grading Plan
4. Legend
5. Hydraulic Profile
6. Sludge Feed System Mechanical Plan & Sections
7. Volute Press Mechanical Plan & Sections
8. Chemical Feed System Isometric & Details
9. Yard Piping Plan

10. Details
11. Structural General Notes and Specifications
12. Awning Structure Plan & Details
13. Foundation Plan and Details
14. Electrical Abbreviations & Legend
15. Electrical Site Plan
16. MCC Elevation & Panel Schedule
17. Dewatering Process Schematic
18. Dewatering Process P&ID
19. ESC Site Plan
20. ESC Details

Task 4 – Procurement through Award: The task will include preparation and/or compilation of bid documents (plans, specifications, agreement, etc.), coordination of advertisement of the project for bids in accordance with the Texas Local Government Code, responding to questions and/or issuance of any necessary addenda, review of bid packages, and preparation and presentation of a recommendation of award.

Task 5 – Construction Administration: The task will include reviewing shop drawings and submittals, responding request for information, developing change orders (if required), performing construction observation, reviewing pay applications, attending and coordinating construction progress meetings, administering construction contract through final completion including engineer's certification upon completion, record drawings, and project closeout, including oversight of start-up and commissioning and final walk-throughs. Site visits are anticipated and will be scheduled as necessary during project milestones. Five site visits are assumed for the purposes of the estimated fee.

Add alternate 1 – Clarifier No. 1 Feed: The task will include expansion of the engineering design scope to include provision of a solids management system feed from Clarifier No. 1 in addition to Clarifier No. 2 as proposed. The task will include the additional civil, mechanical, electrical, and structural design services to effect this option. The anticipated additional construction cost for the Clarifier No. 1 feed option is \$60,000. This item is an add alternate and is not required for a complete and functioning system using only the feed from Clarifier No. 2. This item will only be initiated with authorization from the City of Fair Oaks Ranch.



## Compensation

Engineering service fees are proposed on a time and materials (T&M) basis, per the attached Rate Schedule, with estimated amounts, which amounts shall be “not to exceed” without prior approval from the City, as follows:

1. Project Management and Site Visit	\$ 2,360
2. Pilot Study	\$ 8,000
3. Construction Plans and Specification Development	\$96,950
4. Procurement through Award	\$ 4,500
5. Construction Administration	\$22,450
	<hr/>
	\$134,260

Add alternates:

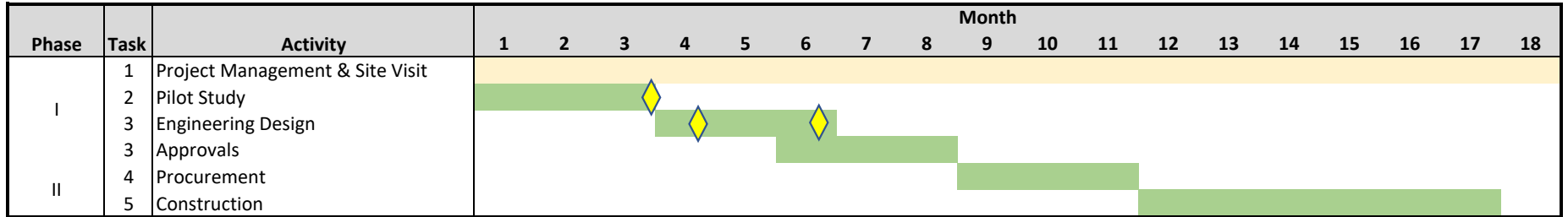
1. Clarifier No. 1 Feed	\$ 8,000
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ENGINEERING | CONSULTING | MANAGEMENT

RESOURCE PROJECTION & BUDGET ESTIMATE																
Client:		City of Fair Oaks Ranch														
Project:		WWTP Dewatering Improvements														
Task	Description	Employee Classification	Project Principal	Project Engineer	Senior Designer	Senior CAD Design Technician	CAD Design Technician	Construction Consultant	CAD Drafter 2	Engineering Technician 3	Engineering Technician 1	Project Administrator	Technical Administrative Assistant	Administrative Assistant	Total Hours	Labor Cost
		Hourly Rate	\$230	\$145	\$165	\$130	\$120	\$130	\$95	\$115	\$95	\$80	\$85	\$65		
1	Project Management & Site Visit		8	2						2					12	\$2,360.00
2	Pilot Study		10	25						8	8	2	2	1	56	\$8,000.00
3	Design & Preparation of Construction Plans & Specs		40	80	15	80	120		120	100	100	15	15		685	\$82,950.00
4	Procurement Through Award		4	8						10	10	4			36	\$4,500.00
5	Construction Administration		20	40				30		35	35	10			170	\$22,450.00
6	Add Alternate 1		4	20				1	20		10				65	\$8,000.00
																\$0.00
																\$0.00
																\$0.00
	Outside Services															\$0.00
	Structural Design															\$5,000.00
	Electrical Design															\$9,000.00
	<b>Hours</b>		<b>86</b>	<b>175</b>	<b>15</b>	<b>80</b>	<b>130</b>	<b>31</b>	<b>140</b>	<b>155</b>	<b>163</b>	<b>31</b>	<b>17</b>	<b>1</b>	<b>TOTAL</b>	<b>\$134,260.00</b>
	<b>Labor Cost</b>		<b>\$19,780</b>	<b>\$25,375</b>	<b>\$2,475</b>	<b>\$10,400</b>	<b>\$15,600</b>	<b>\$4,030</b>	<b>\$13,300</b>	<b>\$17,825</b>	<b>\$15,485</b>	<b>\$2,480</b>	<b>\$1,445</b>	<b>\$65</b>	<b>TOTAL + Add</b>	<b>\$142,260.00</b>

**City of Fair Oaks Ranch  
 WWTP Dewatering Improvements  
 PRELIMINARY SCHEDULE**



<b>Legend</b>
◆ Key project milestones



## STANDARD RATE SCHEDULE

<b>CLASSIFICATION</b>	<b>HOURLY RATE</b>
Project Principal	\$230
Senior Project Manager	\$205
Project Manager	\$190
Senior Project Engineer	\$170
Project Engineer	\$145
Senior Designer	\$165
Senior CAD Design Technician	\$130
CAD Design Technician	\$120
Construction Consultant	\$130
CAD Drafter 2	\$95
CAD Drafter	\$85
EIT 3 / Graduate Engineer 3	\$135
EIT 2 / Graduate Engineer 2	\$125
EIT 1 / Graduate Engineer 1	\$95
Project Administration Manager	\$115
Project Administrator	\$80
Mileage	Per IRS regulations Currently \$0.56 Cents (per mile)

### Reimbursables Expenses

Reimbursable expenses as defined in the Provisions shall be invoiced at cost to Malone/Wheeler, Inc. plus 10% for administrative and processing costs. Vehicle mileage is billed at the applicable I.R.S. rate allowed per mile.

Note: Rates subject to change January 1<sup>st</sup> of each year.