



January 22, 2025

City Council
City of Montgomery
101 Old Plantersville Rd.
Montgomery, Texas 77316

Re: Design Firm Contract Execution
Town Creek Wastewater Treatment Plant
City of Montgomery

Dear Mayor and Council:

As you are aware, WGA has been in negotiations with Halff Associates on their proposed design services for the Town Creek Wastewater Treatment Plant 0.3MGD Expansion project. As a reminder, the City began advertising for design firms on January 23, 2024. The City received a total of 3 submissions on February 21, 2024 and we recommended that the City begin contract negotiations with Halff Associates after discussion with City Staff. City Council authorized WGA to begin contract negotiations at their April 23, 2024 Council Meeting

Halff Associates' proposed design services include providing signed and sealed plans and specifications for the Town Creek Wastewater Treatment Plant to an interim permitted flow of 0.3MGD leaving room for a future phase to bring the plant to an ultimate flow of 0.6MGD. Included in the services provided is also assistance with identifying funding sources to fund the proposed project. The fees outlined in the contract total \$757,800 for services up to design completion. The total contract amount is \$831,200, with the Bid Phase services and Construction Phase services to be completed on a hourly not-to-exceed basis.

If you have any questions or comments, please contact me.

Sincerely,

A handwritten signature in black ink that reads "Katherine Vu".

Katherine Vu, PE, CFM
City Engineer

KMV/zlgt

Z:\00574 (City of Montgomery)_900 General Consultation\Correspondence\Letters\2025\2025.01.22 MEMO To Council Town Creek WWTP Design Firm.docx

Enclosures: Design Contract

Cc (via email): Mr. Anthony Solomon – City of Montgomery, Interim City Administrator, and Police Chief
Ms. Ruby Beaven – City of Montgomery, City Secretary
Ms. Corinne Tilley – City of Montgomery, Planning & Development Administrator & Code Enforcement Officer
Mr. Mike Muckleroy – City of Montgomery, Director of Public Works

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES ON A DEFINED SCOPE OF SERVICES BASIS

This Agreement for Professional Engineering Services ("Agreement") is entered into by the City of Montgomery a **General Law City** of the State of **Texas** ("Client"), duly authorized to act by the **City Council** of said Client, and **HALFF ASSOCIATES, INC.**, a Texas corporation ("Engineer") for the provision of professional engineering services by Engineer to Client. Client and Engineer may be collectively referred to as the "Parties" or individually as a "Party".

WITNESSETH:

For the mutual promises and benefits herein described, Client and Engineer agree as follows:

- I. TERM OF AGREEMENT.** This Agreement shall become effective on the date of its execution by both Parties (the "Effective Date") and shall continue in effect thereafter until terminated as provided herein.
- II. ENGINEER'S SERVICES.** Engineer shall provide to Client engineering services as described in the scope of services attached hereto and fully incorporated herein as "**Exhibit A**" (the "Scope of Services").
- a. **Independent Contractor Status.** Engineer shall perform the services hereunder as an independent contractor and not as an agent or fiduciary of Client.
 - b. **Standard of Care.** Engineer shall perform the services with the normal and customary standard practices of the engineering profession ordinarily used by members of the professional under similar circumstances at the same time and in the same locality where the services are to be performed (the "Standard of Care").
 - c. **Timeliness of Performance.** Engineer shall perform the services hereunder with due and reasonable diligence consistent with the Standard of Care.
 - d. **Client Objection to Personnel.** If at any time after entering into this Agreement Client has a reasonable objection to any of Engineer's personnel, or any personnel, professionals and/or consultants retained by Engineer, Client shall notify Engineer in writing of such objection providing reasonable details concerning Client's objections. Thereafter, Engineer shall promptly propose substitutes to Client. Upon Client's mutual agreement, Engineer's compensation shall be equitably adjusted to reflect any difference in Engineer's costs occasioned by such substitution.
- I. III. COMPENSATION AND PAYMENT TERMS.**
- a. **Payment Terms.** Client agrees to pay monthly invoices or their undisputed portions within thirty (30) calendar days of receipt. Payment later than thirty (30) calendar days shall include interest at one percent (1%) per month or lesser maximum enforceable interest rate, from the date of the invoice until the date Engineer receives payment. Interest is due and payable when the overdue payment is made. Any delay in an undisputed payment constitutes a material breach of this Agreement.
 - b. **Suspension of Services due to Nonpayment.** It is understood and agreed by the Parties that Engineer's receipt of payment(s) from Client is not contingent upon Client's receipt of payment, funding, reimbursement, or any other remuneration from any third party. Client agrees that performance of the services under this Agreement is contingent upon Client's timely payment of invoices. In the event Client is delinquent on its payment of invoices, after receiving a notification from Engineer of nonpayment, Engineer shall have the right to stop providing the Services and to terminate this Agreement effective immediately.
 - c. **Fee and Cost Calculations.** Lump sum and time-related charges will be billed as specified in the Scope of Services. Unless stated otherwise in the Scope of Services, direct expenses, subcontracted services, and direct costs will be billed at actual cost plus a service charge of ten percent (10%). Mileage will be billed at current IRS rates. Rates used in the lump sum calculation(s), if applicable, are estimates and are not reflective of actual billing rates posted on invoices.

- d. **Disputed Invoices.** If Client reasonably disagrees with any portion of an invoice, Client shall notify Engineer in writing setting forth in reasonable detail the nature of the disagreement, including the invoice date and number and the amount disputed. Claims for disputed amounts must be made within thirty (30) days of the date of the relevant invoice. Client waives the right to dispute an invoice or portion thereof not disputed within said thirty (30) day period.
- e. **Taxes.** The fees and costs stated in this Agreement exclude all sales, consumer, use and other taxes. Client agrees to fully reimburse Engineer and its subcontractors for taxes paid or assessed in association with the services provided hereunder, whether those taxes were in effect as of the date of this Agreement or were promulgated after the date of this Agreement. This clause shall not apply to taxes associated with reimbursable or other Project related expenses, which shall be identified in the applicable invoice for reimbursement by Client.

IV. CLIENT'S OBLIGATIONS. Client agrees that it will (i) designate a specific person to act as Client's representative; (ii) provide Engineer with all previous studies, reports, data, budget constraints, special Client requirements, or other pertinent information known to Client that are relevant to Engineer's services; (iii) provide access to property owned by Client and or any third party as may be necessary for the performance of Engineer's services for Client; (iv) make prompt payments in response to Engineer's statements; and (v) respond in a timely manner to requests from Engineer. Engineer is entitled to rely upon and use, without independent verification and without liability, all information and services provided by Client or Client's representatives.

V. TERMINATION. Either Client or Engineer may terminate this Agreement at any time with or without cause upon giving the other Party ten (10) calendar days' prior written notice. Client agrees that termination of Engineer for Client's convenience shall only be utilized in good faith and shall not be utilized if either the purpose or the result of such termination is the performance of all or part of the Scope of Services being performed by a third party. Following Engineer's receipt of such termination notice Client shall, within ten (10) calendar days of Client's receipt of Engineer's final invoice, pay Engineer for all services rendered and all costs incurred up to the date of Engineer's receipt of such notice of termination.

VI. OWNERSHIP OF DOCUMENTS.

- a. **License to Client.** Upon Engineer's completion of services and receipt of payment in full, Engineer grants to Client a non-exclusive license to possess and use the final drawings and instruments produced in connection with Engineer's performance of the Scope of Services (collectively the "Deliverables"). The Deliverables may be copied, duplicated, reproduced, and used by Client for the sole purpose of constructing, operating and maintaining the Project for which the Deliverables were created. Notwithstanding the foregoing, Client understands and agrees that any and all computer programs, GIS applications, and proprietary data or processes related to the services performed hereunder are and shall remain the sole and exclusive property of Engineer. Under no circumstances shall delivery of the Deliverables to Client be deemed a sale by Engineer, and Engineer makes no warranties, either express or implied, of merchantability or fitness for any particular purpose.
- b. **Prohibition Against the Reuse of Deliverables.** Client agrees that the Deliverables are not intended or represented to be suitable for reuse by Client or any third party for any purpose other than as set forth herein. Client agrees that Client may not use or reuse the Deliverables on any other project without the express written authorization of Engineer and any reuse by Client, or by those who obtain said information from or through Client, without Engineer's written consent, will be at Client's sole risk and without liability or legal exposure to Engineer or to Engineer's employees, agents, representatives, officers, directors, affiliates, shareholders, owners, members, managers, attorneys, subsidiary entities, advisors, subcontractors or independent contractors or associates (collectively "Engineer's Affiliates").
- c. **Indemnification for Reuse of Deliverables.** To the extent permitted by law, Client agrees to defend, indemnify and hold Engineer and Engineer's Affiliates harmless from and against any and all damages, liability and costs arising from the reuse of the Deliverables in violation of Section V.b. above. Under no circumstances shall delivery of the Deliverables by Engineer to Client be deemed a sale by Engineer, and Engineer makes no warranties, either express or implied, of merchantability or fitness for any particular purpose. In no event shall Engineer be liable for any damages, including but not limited to indirect or consequential damages, as a result

of Client's unauthorized use or reuse of the Deliverables.

- d. **Electronic Files.** Client agrees that differences may exist between the electronic files and the printed hard-copy original documents provided by Engineer. In the event of a conflict between the signed original documents prepared by Engineer and any electronic or other files or data provided, it is understood and agreed that the original signed or sealed hard-copy documents shall govern.

VII. NOTICES. Any notice or communication required or permitted to be given hereunder may be delivered to the Parties as designated below, or such other address as may be designated in writing from time to time in accordance with this section by (a) personal delivery; (b) overnight courier (signature required); or (c) U.S. Mail (registered or certified only), return receipt requested. Such notice will be deemed to be given on the date of actual receipt.

To Engineer:
Half Associates, Inc.
 Attn: Legal Department
 1201 North Bowser Road
 Richardson, TX 75081-2275
 Telephone: 214-346-6200
 With copies to legalhelp@half.com

To Client:
City of Montgomery
 Attn: _____

 Tele: _____
 Email: _____

VIII. INSURANCE. Engineer shall, at its own expense, purchase, maintain and keep in force throughout the duration of this Agreement and for a period of four (4) years thereafter, professional liability insurance. The limits of liability shall be \$2,000,000 per claim and in the aggregate. Engineer shall submit to Client a certificate of insurance prior to commencing performance of the services for Client.

IX. DISPUTE RESOLUTION.

- a. "Dispute" means any controversy, claim (whether for damages, costs, expenses or other losses) or disagreement by and between the Parties, whether in contract, tort, statutory or common law, legal or equitable, now existing or hereafter arising under or in connection with this Agreement including the interpretation, performance or non-performance, or exercise of rights under any provision of this Agreement.
- b. **Negotiation.** In the event of a Dispute, the Parties agree that they shall first attempt to informally negotiate in good faith to resolve the Dispute through one or more meetings to be held between authorized representatives with decision-making authority from each Party for a period of not less than twenty-one (21) days. These informal negotiations are a condition precedent to both mediation and the institution of any legal or equitable proceedings, unless such meetings will infringe upon schedules defined by applicable statutes of limitation or repose in which case such meetings shall still be required, but the institution of said proceedings shall not be precluded for failure to meet this specific meeting requirement. All reasonable requests for information made by one Party to the other shall be honored. All negotiations and information exchanged between the Parties pursuant to this Section IX.b. shall be confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.
- c. **Mediation.** Excluding Disputes related to disputed and/or unpaid invoices which are not required to be mediated, if the Dispute cannot be resolved by negotiations pursuant to Section IX.b. above, the Parties shall endeavor to settle the Dispute by mediation under the then current construction industry mediation rules and procedures published by the American Arbitration Association ("AAA"). The Parties shall mutually agree on the mediator. If the Parties are unable to do so, or the agreed upon mediator is unwilling or unable to serve, AAA shall appoint a mediator. Costs associated with mediation shall be shared equally by Client and Engineer. All reasonable requests for information made by one Party to the other shall be honored. The mediation and information exchanged between the Parties pursuant to this Section IX.c. shall be confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.
- d. **Litigation.** If the Dispute cannot be resolved by negotiation pursuant to Section IX.b. or mediation pursuant to Section IX.c., the Parties agree to submit to the exclusive venue and jurisdiction set forth in Section IX.e. below. The prevailing Party shall be entitled to recover from the other Party all fees, costs, and expenses related to

such litigation, including, without limitation, reasonable attorneys' and expert witness' fees and all fees, costs and expenses of any appeals.

- e. **Governing Law and Jurisdiction.** This Agreement shall be administered under the substantive laws of the State of Texas (and not its conflicts of law principles) which shall be used to govern all matters arising out of, or relating to, this Agreement and all of the transactions it contemplates, including without limitation, its validity, interpretation, construction, performance, and enforcement. Exclusive jurisdiction and venue shall lie in any court of competent jurisdiction in *Montgomery County, Texas*.

X. EXCLUSIVITY OF REMEDIES. The Parties acknowledge and agree that the remedies set forth in Section XII below are and shall remain the Parties' sole and exclusive remedy with respect to any Dispute. The Parties agree that Engineer is to have no liability or responsibility whatsoever to Client for any Dispute, except as set forth in this Agreement. No Party shall be able to avoid the limitations expressly set forth in this Agreement by electing to pursue some other remedy or Dispute resolution method.

XI. AGREED REMEDIES

- a. **No Individual Liability.** In no event shall Engineer's individual employees, consultants, agents, officers or directors be subject to any personal legal exposure or liability for Disputes arising out of or in connection with this Agreement.
- b. **LIMITATION OF LIABILITY.** IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE PROJECT TO BOTH CLIENT AND ENGINEER, AND ACKNOWLEDGING THAT THE ALLOCATION OF RISKS AND LIMITATIONS OF REMEDIES ARE BUSINESS UNDERSTANDINGS BETWEEN THE PARTIES AND THESE RISKS AND REMEDIES SHALL APPLY TO ALL POSSIBLE LEGAL THEORIES OF RECOVERY, CLIENT AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT OR ANY REFERENCE TO INSURANCE OR THE EXISTENCE OF APPLICABLE INSURANCE COVERAGE, THAT THE TOTAL LIABILITY, IN THE AGGREGATE, OF ENGINEER AND ENGINEER'S AFFILIATES TO CLIENT OR TO ANYONE CLAIMING BY, THROUGH OR UNDER CLIENT, FOR ANY AND ALL DISPUTES, SHALL NOT EXCEED ENGINEER'S FEE RECEIVED HEREUNDER FOR THE SERVICES PERFORMED, ADJUSTED DOWNWARD TO ACCOUNT FOR SUBCONTRACTOR FEES INCURRED AND REIMBURSABLE EXPENSES, UNDER THIS AGREEMENT OR \$50,000, WHICHEVER IS LOWER. INCREASED LIMITS MAY BE NEGOTIATED FOR AN ADDITIONAL FEE.
- c. **Waiver of Consequential Damages.** Notwithstanding any other provision of this Agreement, neither Party shall be liable to the other Party for contingent, consequential or other indirect damages including, without limitation, damages for loss of use, revenue or profit; operating costs and facility downtime; or other similar business interruption losses, however, the same may be caused.
- d. **Time Limit To Make A Claim.** Client may not assert any claim against Engineer after the shorter of (1) three (3) years from substantial completion of the services giving rise to the claim, or (2) the statute of limitation provided by law, or (3) the statute of repose provided by law.

XII. PROJECT ENHANCEMENT/BETTERMENT.

- a. **Betterments.** If a component of the Project is omitted from Engineer's Deliverables due to the breach of this Agreement or negligence of Engineer, Engineer will not be liable to Client to the extent such omission relates to any betterment, improvement or added value component (collectively a "Betterment") added to the Project. Client will be responsible for the amount it would have paid for such Betterment as if such Betterment had been included in Engineer's Deliverables. Notwithstanding the foregoing, Engineer will be responsible only to the extent necessary to place Client in the same position it would have been but for Engineer's breach or negligence, for the reasonable (i) retrofit expense, (ii) waste, or (iii) intervening increase in the cost of the Betterment furnished through a change order from Client. To the extent that unit pricing increases due to the addition of the Betterment, Client agrees that such cost increases would only be applicable to newly identified Betterments, not increases in quantity of existing items.
- b. **Component Enhancements.** If it is necessary to replace a component of the Project due to the breach of this Agreement by or negligence of Engineer, Engineer will not be liable to Client for any enhancement or upgrade

of such component beyond that originally included in the Deliverables. In addition, if the component has an identifiable useful life that is less than the Project itself, the damages of Client shall be reduced to the extent that the useful life of the original component will be extended by the replacement thereof.

- c. **Betterment/Component Enhancement Exclusion.** IN THE EVENT OF A DISPUTE, THE PARTIES AGREE THAT ENGINEER'S LIABILITY, IF ANY, SHALL EXCLUDE ANY AND ALL DAMAGES, COSTS, AND EXPENSES THAT CREATE OR RESULT IN A BETTERMENT, COMPONENT ENHANCEMENT OR OTHER ADDED VALUE OR UPGRADE/ENHANCEMENT OF THE PROJECT RECEIVED BY CLIENT DUE TO ENGINEER'S BREACH OR NEGLIGENCE.

XIII. ASSIGNMENT. This Agreement is binding on the heirs, successors, and assigns of the Parties hereto. Neither this Agreement, nor any claims, rights, obligations, suits, or duties associated hereto, shall be assigned or assignable by either Client or Engineer without the prior written consent of the other Party.

XIV. WAIVER. Any failure by Engineer to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and Engineer may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

XV. SEVERABILITY. Should any one or more of the provisions contained in this Agreement be determined by a court of competent jurisdiction or by legislative pronouncement to be void, invalid, illegal, or unenforceable in any respect, such voiding, invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be considered as if the entirety of such void, invalid, illegal, or unenforceable provision had never been contained in this Agreement.

XVI. INTEGRATION. This Standard Form of Agreement and the Scope of Services, including fee and schedule, are fully incorporated herein and represent the entire understanding of Client and Engineer. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. The Agreement may not be modified or altered except in writing signed by an authorized representative of each Party.

XVII. NO THIRD-PARTY BENEFICIARIES. This Agreement is being entered into for the sole benefit of the Parties hereto, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever.

XVIII. SIGNATORIES. Client and Engineer mutually warrant and represent that the representation of each who is executing this Agreement on behalf of Client or Engineer, respectively, has full authority to execute this Agreement and bind the entity so represented.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties, having read and understood this Agreement, have executed such in duplicate copies, each of which shall have full dignity and force as an original, on the ____ day of _____, 20__.

HALFF ASSOCIATES, INC.

CLIENT: CITY OF MONTGOMERY, Texas

By: _____
Signature

By: _____
Signature

Printed Name

Printed Name

Title

Title

Date

Date

SCOPE OF SERVICES

In accordance with Section II of the Agreement for Professional Engineering Services by and between **CITY OF MONTGOMERY, Texas** ("**Client**") and **Halff Associates, Inc.** ("**Engineer**") dated _____ (the "Agreement"), Engineer shall provide the Services set forth below to Client in accordance with this Scope of Services and the Agreement. To the extent this Scope conflicts with the Agreement, the Agreement shall control.

Project Name: Town Creek Wastewater Treatment Plant Expansion to 0.3 MGD

Description of Services: The services for this project include preparation of a preliminary engineering report (PER) and development of construction plans and specifications for the Town Creek Wastewater Treatment Plant (TC WWTP) expansion and associated lift station, located at 307 Liberty Street. Bid phase and construction administration services are also provided. Construction inspection is to be done by others. Other services include surveying, geotechnical engineering, and corrosion protection. The expansion is to be located on the existing site owned by the Client. The existing WWTP on the site was decommissioned several years ago and is deemed beyond repair per a previous study. Although decommissioned, the Client has maintained the existing discharge permit. The design for the 0.3 mgd expansion will anticipate a future expansion to 0.6 mgd capacity total. To accommodate these higher capacities, the City has applied for a permit amendment with the TCEQ. This revised permit is expected to be finalized within the next few weeks. The Client prefers to not have any solids treatment at the TC WWTP. It is envisioned that solids will be temporarily stored on site for periodic trucking off and/or dewatering by a mobile belt filter press. The TC WWTP expansion will generally consist of an activated sludge treatment system with the following unit processes:

- Influent headworks that includes a new lift station (LS) and mechanical screening, as requested by the operational staff. The Client does NOT desire grit removal as part of this project.
- Aeration basins
- Final clarifiers
- Disinfection via liquid chlorine (bleach) and a chlorine contact basin.
- Flow measurement using a Parshall flume.
- Post aeration and structure.
- Electrical, including a natural gas fueled emergency generator.
- Building that houses MCCs and other electrical equipment and has room for a small lab counter with sink and a bathroom with shower (the building will be pre-fabricated).
- Solids treatment will include a digester with a decant pipe (Client plans to periodically bring out a mobile belt press unit to dewater and haul off solids).
- New access road, and limited site fencing modifications where necessary due to deterioration.

NOTE: It is currently assumed that filtration will not be required as part of this phase. The TC WWTP expansion will be designed, however, to include space on the site plan and available head space in the hydraulic profile for possible future disc filters.

- I. Design Management
 - a. Attend Client kick-off meeting and document the Client's project parameters. Some attendees will attend remotely.
 - b. Initial project site visit
 - c. Meeting to present and review findings of the preliminary engineering report.
 - d. QC meetings at 60% and 90%. Some attendees will attend remotely.
 - e. Project management including preparing monthly status reports and project billings, and management of the design team including sub-consultants.
 - f. Up to 5 periodic status update meetings with the Client.
 - g. Provide quality control in performance of the work.
- II. Preliminary Design
 - a. The TC WWTP expansion will be sized based upon the previously determined parameters for an initial phase of 0.3 mgd average daily flow (ADF), with allowance for a future expansion to

- a total of 0.6 mgd ADF, effluent criteria established by the amended discharge permit, TCEQ design criteria applicable to both 0.3 mgd and 0.6 mgd WWTPs, historical wastewater influent parameters and flow data, and input from Client staff. Peak flows will be based upon historical flow data provided by the Client. It is understood that LS No. 2 at the existing site does NOT have a flow meter, and so peak flows will be estimated from run time data provided by the Client. If this data is insufficient to accurately estimate peak flows, the Engineer may recommend additional steps to better determine peak flows, such as temporary metering at LS No. 2. This would be an Additional Service – not included in this Scope. Historical influent parameters will be provided by the Client and may come from the Stewart Creek WWTP.
- b. Design criteria will be established.
 - c. Evaluate 2 options for treatment process trains and layouts. For both alternatives, the following will be conducted for each:
 - i. Process calculations and equipment sizing.
 - ii. Conceptual level input from Electrical on power supply needs, backup power, etc.
 1. Conduct site visit for a existing condition assessment.
 2. Prepare engineering basis of design for the electrical portion of the project.
 3. Develop preliminary one line diagram and electrical site plan.
 4. Coordinate with the power company.
 5. Confirm instrumentation and remote monitoring designed by the Client.
 6. Prepare OPCC for electrical components, etc.
 7. Include electrical write up in the Preliminary Design Report.
 - iii. Conceptual level input from Structural on concrete basin wall thickness, etc.
 - iv. Preliminary site layouts prepared.
 - v. Preliminary hydraulic profiles and process flow diagrams prepared.
 - vi. Opinions of Probable Construction Costs (OPCCs) will be prepared.
 - d. Preliminarily design the new influent LS. Existing LS is too small/in poor condition and will be abandoned.
 - e. Address scaling up/future expansion.
 - i. Per a previous study, the expansion for the plant has been determined to be another 0.3 mgd treatment train.
 - ii. The Engineer will document what additional TCEQ criteria the larger plant size may now require.
 - iii. This task includes a conceptual look at how to best split flows between the two trains.
 - iv. The task will produce a proposed site plan for the future expansion, including the possibility of sharing some process units between trains, but also ensuring that there is adequate redundancy.
 - f. Incorporate sections, etc. necessary for funding applications.
 - g. Meeting with operation staff and WGA (as identified in the Design Management task above).
 - h. Lay out new access road alignment on preliminary site plan.
 - i. Influent water quality data
 - i. Client will provide influent sampling data from influent of other plant and from auto
 - j. Influent flow data
 - i. The Client will provide influent flow data and/or existing lift station run time information.
 - ii. Conducting a pump draw down test will be considered an Additional Service.
 - k. Odor control will be considered during the preliminary design. It is assumed that no odor control treatments will be included in the detail design phase, but steps to reduce odor generation with the design of the TP WWTP will be identified as part of preliminary design.
 - l. Corrosion protection recommendations will be considered during the preliminary design. These recommendations will be documented in the PER and detailed appropriately in the detailed design plans and specifications.
 - m. Floodplain Assessment –
 - i. Floodplain Mitigation Analysis
If WWTP components are necessary within the FEMA Special Flood Hazard Area, Half will perform a hydraulic no-impact analysis to ensure that the proposed components cause no increase in the Base Flood Elevation (BFE) and recommend, if necessary, any conveyance improvement solutions to mitigate potential impacts. It is assumed that the Town Creek hydrologic and

hydraulic model developed by BGE will be made available and utilized to establish a base conditions model. The TP WWTP facility will be designed to meet TCEQ requirements regarding the floodplain.

ii. Detention Mitigation Analysis

If an increase in impervious cover on the site is necessary for the expansion of the TP WWTP facility, Engineer will perform a detention mitigation analysis to size the detention mitigation pond, and its necessary components, to ensure no increase in downstream peak flow rates resulting from an increase in impervious cover on the site along with supporting construction drawings.

iii. Sewer Conveyance Analysis

Halfp will provide a sanitary sewer flow hydraulic analysis for the lift station and offsite force main, if necessary, in support of the lift station design.

- n. A Preliminary Engineering Report (PER) will be prepared to document the work done in this task, and the findings and recommendations. The PER will make a final recommendation on the treatment train alternative. The intent of the PER is to provide a basis for producing the design documents for the WWTP construction. The Client and WGA will review the draft report and provide comments to the Engineer. The Engineer will address these comments and finalize the PER. The PER will be developed in accordance with specific Federal grant requirements should it be needed as grant support.

III. Funding Support

- a. The Engineer's team of Funding Resources Specialists will identify potential grant and loan programs to fund the design and construction of a wastewater treatment plant. The team has established relationships with various funding agencies at the local, state, and federal levels. To assist the client's needs, Engineer will develop a list of available funding resources and suggest strategies to enhance the competitiveness of grant or applications by pre-positioning them. The Engineer's Funding Resources team will also offer guidance in understanding the federal procurement process. A summary of the most applicable funding options will be included in the PER.
- b. The Engineer's Funding Resources team will develop up to two grant or loan applications turn-key or offer guidance and support to City staff who choose to apply for funding themselves. These additional services will be incorporated into the proposed service scope if requested by the Client and be conducted on an hourly basis. Should additional funds be needed to complete complex grant applications, Halfp will coordinate with the Client for added services.

IV. Survey -

- a. Boundary Survey - perform a boundary survey of the subject tract, which the Engineer will utilize in preparation of surveying and engineering deliverables for the project. The survey will be performed in substantial accordance with TSPS Category 1-B, Condition II requirements. This does not include the preparation of a separate survey map suitable for title insurance purposes or for addressing Schedule B items.
- i. The Engineer will rely on a title commitment you provide regarding the existence of recorded easements, restrictions, and other matters of record affecting the subject property.
 - ii. The property corners of the subject tract will be recovered and flagged.
 - iii. This proposal does not include research efforts normally performed by a title company.
 - iv. A portion of the boundary is the centerline of Town Creek and will need to be located.
- b. Topographic Survey - perform a topographic survey of a portion of the subject tract, ±4.20 acres. See exhibit "B" below. The following specific services will be provided:
- i. Aerial or mobile LiDAR and conventional survey methods may be used for data collection.
 - ii. Establish a minimum of two temporary benchmarks based on the City of Montgomery's established benchmarks.
 - iii. Locate above ground visible improvements, including driveway to subject tract commencing at Liberty Street.
 - iv. File a TX811 locate request to mark underground utilities.
 - v. Locate visible above-ground utility locations, either found by our surveyors or located for us by utility companies and/or other agencies.
 - vi. Perform three (3) cross-sections along the creek near the location. See exhibit "B" below.
 - vii. Provide spot elevations at center point of manhole covers and access vaults.
 - viii. Provide invert elevation of manhole and elevation of pipe flowlines (if possible).

- ix. Provide location, pipe size, (if possible) and invert elevation of existing storm drain structures.
 - x. Process field collected data for field survey.
 - xi. Perform quality control for survey requirements.
 - xii. Include property ownership and boundary information.
 - xiii. Load 1-foot contour information.
- V. 60% Design
- a. Prepare 60% draft drawings for the TP WWTP.
 - b. Prepare 60% specifications.
 - c. Prepare OPCC
 - d. Electrical
 - i. Provide items a. through c. above.
 - ii. Collaborate with Civil and Structural on the needs for a prefabricated building to be included with the TP WWTP design. Building is assumed to include space for MCCs and electrical equipment, a small lab space with sink, and a bathroom with shower.
 - iii. Prepare draft plan sheet(s) and specification(s) for desired instrumentation and remote monitoring. Final design will be contingent upon the Client approving the remote monitoring proposed.
 - e. Structural
 - i. Provide items a. through c. above.
 - ii. Collaborate with Civil and Electrical on the needs for a prefabricated building to be included with the TP WWTP design. Building is assumed to include space for MCCs and electrical equipment, a small lab space with sink, and a bathroom with shower.
 - iii. Prepare draft plan sheet(s) and specification(s) for desired concrete basins and other structural designs.
- VI. Final Design
- a. Prepare 90% draft drawings.
 - b. Prepare 90% specifications.
 - i. WGA will provide the Division 00 and Division 01 specifications.
 - c. Update OPCC.
 - d. Issue 90% review set to the Client to review. Review comments will be addressed in the 100% set.
 - e. Prepare 100% draft drawings.
 - f. Prepare 100% specifications.
 - i. WGA will provide the Division 00 and Division 01 specifications.
 - g. Update OPCC.
- VII. Bid Phase
- a. Client will provide and conduct Bid Phase services for this project. Halfff will assist on an as needed basis at the Client's discretion, up to the not to exceed amount in the Contract. Potential services may include these items, as required by the Client, on an hourly basis.
 - i. Prepare advertisement for Bid.
 - ii. Distribute plans to prospective bidders, and Maintain a Plan Holders list,
 - iii. Conduct Pre-Bid meeting,
 - iv. Respond to requests for clarifications, as required,
 - v. Prepare Addendums as required,
 - vi. Conduct Bid opening,
 - vii. Prepare Bid tabulation and issue a Certified Bid Tab,
 - viii. Evaluate bids and provide project award recommendation memo,
 - ix. Execute Contract documents,
- VIII. Construction Administration and Closeout
- a. Client will conduct the Pre-Construction Meeting. Halfff will not attend,
 - b. Review Submittals,
 - c. assume a maximum of 20 submittals,
 - i. additional submittals will be considered as additional services,
 - d. Respond to Requests for Information (RFIs),
 - e. Conduct three site visits over the construction duration,
 - f. NOTE: Full-time inspection services are to be conducted by others.

- g. Client will hold monthly Status Meetings. Half will not attend,
 - h. Client will review and recommend Contractor's Monthly Application for Payment,
 - i. Client will prepare and Execute Construction Change Orders, as required,
 - j. Client will issue Certificate of Substantial Completion, and,
 - k. Client will perform a final inspection and prepare a final punch list for Contractor's completion, Half will not participate in the inspection.
- IX. Geotechnical Investigation
- a. Conduct field exploration consisting of 4 fifty (50) foot deep borings and 3 thirty (30) feet borings at locations distributed across the existing WWTP site.
 - b. Laboratory testing will be performed on the bores conducted, including water content, unit dry weight, Atterberg limits, % passing the No. 200 sieve, and unconfined compressive strength.
 - c. Engineering and project delivery that includes a report consisting of boring log data, stratification, groundwater levels, site exploration plan, subsurface exploration procedures, description of subsurface conditions, earthwork recommendations, demolition considerations, seismic site classification, recommended structural engineering design parameters, estimated settlement, recommendations for floor slabs, excavation and groundwater control, uplift and lateral earth pressure recommendations, and recommended pavement parameters.
- X. Corrosion Protection
- a. Prepare and include corrosion protection related specifications and notes/call outs on the plans.
- XI. Cost Estimation - Provide Opinion of Probable Construction Costs (OPCC)
- a. OPCC will follow Master Format WBS.
 - b. OPCC Report will be in PDF Format
 - c. Provide OPCC at Following stages:
 - i. Preliminary Design:
 - 1. Provide OPCC on two proposed alternatives.
 - 2. Review OPCC with design team and Client.
 - 3. OPCC will be ACEE Class IV.
 - ii. 60% design –
 - 1. Provide OPCC on selected Alternative.
 - 2. Review OPCC with design team and Client.
 - 3. OPCC will be ACEE Class III.
 - iii. 90% design –
 - 1. Update OPCC
 - 2. Review OPCC with design team and Client.
 - 3. OPCC will be ACEE Class II.
 - iv. 100% design -
 - 1. Update OPCC.
 - 2. Review OPCC with design team and Client.
 - 3. OPCC will be ACEE Class II.

Services Not Included in this Contract. Services not provided for herein and not generally associated with a project of this type will be paid for under an amendment to this Agreement and for an additional fee. The following list some specific services not included in this Contract:

- Water Quality sampling or analysis
- TCEQ discharge permitting services
- TWDB financing application or utilization/management, except as included in the Basic Services.
- Multiple bid packages beyond one construction package bid and one equipment
- pre-selection bid
- Potable water service to the site
- Electrical service to the site
- Effluent discharge location off site
- Odor Control Facilities/Systems analysis and design

- Environmental coordination, protection, permitting, or other Environmental
- Services, except as included in the Basic Services
- FDP and FEMA permitting for any floodplain filling
- USACE permitting (wetlands, 404, etc.)
- Right of Entry Coordination in addition to mailed letters to property owners
- Tree Survey
- Easement or land acquisition
- Platting
- Site visits or meetings more than number specified
- SUE
- Design for an on-site constructed building
- Construction inspection services
- Design of storm drain facilities
- Design of facilities off-site.
- SCADA design or integration services.
- Design of plant capacity beyond 0.3 mgd.
- Construction services beyond the assumed construction duration.

Compensation/Fees/Costs/Reimbursement:

I. Basic Services Fees – the Basic Fees for the services described herein includes printing, direct costs and computer charges normally associated with production of these services.

a. Lump Sum Fees: The basis of compensation for Basic Fee Lump Sum services shall be as follows:

- I. \$54,700 for Design Management
- II. \$171,200 for Preliminary Design
- V. \$190,100 for 60% Design
- VI. \$258,900 for Final Design

Items shown above will be billed lump sum monthly based on percent completion of the design tasks and may include partial payments of the total amounts designated for each of the items. Basic Services Lump Sum Fees total **\$674,900**. Cost Estimation Services (Item XI) are included in the Basic Services Lump Sum costs shown above.

b. Hourly Fees: The basis of compensation for Basic Services Hourly Fees shall be as follows with the listed not-to-exceed fee amounts:

- VII. \$19,400 for Bid Phase
- VIII. \$54,000 Construction Phase Services

Items shown above will be billed on an hourly basis after written direction from the Client to perform them. Basic Services Hourly Fee costs shall not exceed a total of **\$73,400**.

II. Special Services – The maximum not-to-exceed fee for the Special Services as described herein shall be **\$82,900** which includes printing, direct costs and computer charges normally associated with production of these services. The basis of compensation for Special Services shall be lump sum. The following table summarizes the special services fees.

- III. \$37,400 for Funding Support
- IV. \$14,300 for Surveying
- IX. \$26,600 for Geotechnical Investigations
- X. \$4,600 for Corrosion Protection

III. Miscellaneous Services – The fee for additional services not provided herein will be negotiated based on the scope of work and included in a contract amendment.

a. If the Client determines that the Engineer shall prepare any additional grant applications beyond one is allotted above, that service will be performed on an hourly basis at \$155/hour.

The Total Maximum Fee for all services, excluding Miscellaneous Services, is **\$831,200**.

Schedule:

- A. Completion of Preliminary Design: 90 calendar days from date of notice to proceed
- B. Completion/furnishing of 60% construction package plans, specifications, bid quantities, and construction cost estimate: 90 calendar days from date of Completion of Preliminary Design.
- B. Completion/furnishing of 90% construction package plans, specifications, bid quantities, and construction cost estimate: 120 calendar days from date of Completion of 60% Design.
- F. Completion/furnishing of 100% construction package plans, specifications, bid quantities, and construction cost estimate: 30 calendar days from date of Completion of 90% Design
- G. Bidding services: 40 calendar days from Town’s approval of final plans.
- H. Construction services: In accordance with construction schedule. This scope of work assumes a

construction schedule of 365 calendar days.

I. Closure: 30 calendar days from the date of construction completion.

Deliverables:

- Preliminary Engineering Report
- Design plans, specifications and OPCC at 60%, 90% and 100% milestones
- Record drawings

Service Contacts:

Half Associates, Inc.

Contact Name: Preston Dillard _____

Primary Office Address for Contact: _____ Fort Worth, Texas _____

Telephone: _____ 817.764.7504 _____

Email: _____ pdillard@half.com _____

CITY OF MONTGOMERY

Contact Name: _____

Primary Office Address for Contact: _____

Telephone: _____

Email: _____



January 22, 2025

City Council
City of Montgomery
101 Old Plantersville Rd.
Montgomery, Texas 77316

Re: Design Firm Contract Execution
Town Creek Wastewater Treatment Plant
City of Montgomery

Dear Mayor and Council:

As you are aware, WGA has been in negotiations with Halff Associates on their proposed design services for the Town Creek Wastewater Treatment Plant 0.3MGD Expansion project. As a reminder, the City began advertising for design firms on January 23, 2024. The City received a total of 3 submissions on February 21, 2024 and we recommended that the City begin contract negotiations with Halff Associates after discussion with City Staff. City Council authorized WGA to begin contract negotiations at their April 23, 2024 Council Meeting

Halff Associates' proposed design services include providing signed and sealed plans and specifications for the Town Creek Wastewater Treatment Plant to an interim permitted flow of 0.3MGD leaving room for a future phase to bring the plant to an ultimate flow of 0.6MGD. Included in the services provided is also assistance with identifying funding sources to fund the proposed project. The fees outlined in the contract total \$757,800 for services up to design completion. The total contract amount is \$831,200, with the Bid Phase services and Construction Phase services to be completed on a hourly not-to-exceed basis.

If you have any questions or comments, please contact me.

Sincerely,

A handwritten signature in black ink that reads "Katherine Vu".

Katherine Vu, PE, CFM
City Engineer

KMV/zlgt

Z:\00574 (City of Montgomery)_900 General Consultation\Correspondence\Letters\2025\2025.01.22 MEMO To Council Town Creek WWTP Design Firm.docx

Enclosures: Design Contract

Cc (via email): Mr. Anthony Solomon – City of Montgomery, Interim City Administrator, and Police Chief
Ms. Ruby Beaven – City of Montgomery, City Secretary
Ms. Corinne Tilley – City of Montgomery, Director of Planning & Development & Code Enforcement Officer
Mr. Mike Muckleroy – City of Montgomery, Director of Public Works

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES ON A DEFINED SCOPE OF SERVICES BASIS

This Agreement for Professional Engineering Services ("Agreement") is entered into by the City of Montgomery a **General Law City** of the State of **Texas** ("Client"), duly authorized to act by the **City Council** of said Client, and **HALFF ASSOCIATES, INC.**, a Texas corporation ("Engineer") for the provision of professional engineering services by Engineer to Client. Client and Engineer may be collectively referred to as the "Parties" or individually as a "Party".

WITNESSETH:

For the mutual promises and benefits herein described, Client and Engineer agree as follows:

- I. TERM OF AGREEMENT.** This Agreement shall become effective on the date of its execution by both Parties (the "Effective Date") and shall continue in effect thereafter until terminated as provided herein.
- II. ENGINEER'S SERVICES.** Engineer shall provide to Client engineering services as described in the scope of services attached hereto and fully incorporated herein as "**Exhibit A**" (the "Scope of Services").
- a. **Independent Contractor Status.** Engineer shall perform the services hereunder as an independent contractor and not as an agent or fiduciary of Client.
 - b. **Standard of Care.** Engineer shall perform the services with the normal and customary standard practices of the engineering profession ordinarily used by members of the professional under similar circumstances at the same time and in the same locality where the services are to be performed (the "Standard of Care").
 - c. **Timeliness of Performance.** Engineer shall perform the services hereunder with due and reasonable diligence consistent with the Standard of Care.
 - d. **Client Objection to Personnel.** If at any time after entering into this Agreement Client has a reasonable objection to any of Engineer's personnel, or any personnel, professionals and/or consultants retained by Engineer, Client shall notify Engineer in writing of such objection providing reasonable details concerning Client's objections. Thereafter, Engineer shall promptly propose substitutes to Client. Upon Client's mutual agreement, Engineer's compensation shall be equitably adjusted to reflect any difference in Engineer's costs occasioned by such substitution.
- I. III. COMPENSATION AND PAYMENT TERMS.**
- a. **Payment Terms.** Client agrees to pay monthly invoices or their undisputed portions within thirty (30) calendar days of receipt. Payment later than thirty (30) calendar days shall include interest at one percent (1%) per month or lesser maximum enforceable interest rate, from the date of the invoice until the date Engineer receives payment. Interest is due and payable when the overdue payment is made. Any delay in an undisputed payment constitutes a material breach of this Agreement.
 - b. **Suspension of Services due to Nonpayment.** It is understood and agreed by the Parties that Engineer's receipt of payment(s) from Client is not contingent upon Client's receipt of payment, funding, reimbursement, or any other remuneration from any third party. Client agrees that performance of the services under this Agreement is contingent upon Client's timely payment of invoices. In the event Client is delinquent on its payment of invoices, after receiving a notification from Engineer of nonpayment, Engineer shall have the right to stop providing the Services and to terminate this Agreement effective immediately.
 - c. **Fee and Cost Calculations.** Lump sum and time-related charges will be billed as specified in the Scope of Services. Unless stated otherwise in the Scope of Services, direct expenses, subcontracted services, and direct costs will be billed at actual cost plus a service charge of ten percent (10%). Mileage will be billed at current IRS rates. Rates used in the lump sum calculation(s), if applicable, are estimates and are not reflective of actual billing rates posted on invoices.

- d. **Disputed Invoices.** If Client reasonably disagrees with any portion of an invoice, Client shall notify Engineer in writing setting forth in reasonable detail the nature of the disagreement, including the invoice date and number and the amount disputed. Claims for disputed amounts must be made within thirty (30) days of the date of the relevant invoice. Client waives the right to dispute an invoice or portion thereof not disputed within said thirty (30) day period.
- e. **Taxes.** The fees and costs stated in this Agreement exclude all sales, consumer, use and other taxes. Client agrees to fully reimburse Engineer and its subcontractors for taxes paid or assessed in association with the services provided hereunder, whether those taxes were in effect as of the date of this Agreement or were promulgated after the date of this Agreement. This clause shall not apply to taxes associated with reimbursable or other Project related expenses, which shall be identified in the applicable invoice for reimbursement by Client.

IV. CLIENT'S OBLIGATIONS. Client agrees that it will (i) designate a specific person to act as Client's representative; (ii) provide Engineer with all previous studies, reports, data, budget constraints, special Client requirements, or other pertinent information known to Client that are relevant to Engineer's services; (iii) provide access to property owned by Client and or any third party as may be necessary for the performance of Engineer's services for Client; (iv) make prompt payments in response to Engineer's statements; and (v) respond in a timely manner to requests from Engineer. Engineer is entitled to rely upon and use, without independent verification and without liability, all information and services provided by Client or Client's representatives.

V. TERMINATION. Either Client or Engineer may terminate this Agreement at any time with or without cause upon giving the other Party ten (10) calendar days' prior written notice. Client agrees that termination of Engineer for Client's convenience shall only be utilized in good faith and shall not be utilized if either the purpose or the result of such termination is the performance of all or part of the Scope of Services being performed by a third party. Following Engineer's receipt of such termination notice Client shall, within ten (10) calendar days of Client's receipt of Engineer's final invoice, pay Engineer for all services rendered and all costs incurred up to the date of Engineer's receipt of such notice of termination.

VI. OWNERSHIP OF DOCUMENTS.

- a. **License to Client.** Upon Engineer's completion of services and receipt of payment in full, Engineer grants to Client a non-exclusive license to possess and use the final drawings and instruments produced in connection with Engineer's performance of the Scope of Services (collectively the "Deliverables"). The Deliverables may be copied, duplicated, reproduced, and used by Client for the sole purpose of constructing, operating and maintaining the Project for which the Deliverables were created. Notwithstanding the foregoing, Client understands and agrees that any and all computer programs, GIS applications, and proprietary data or processes related to the services performed hereunder are and shall remain the sole and exclusive property of Engineer. Under no circumstances shall delivery of the Deliverables to Client be deemed a sale by Engineer, and Engineer makes no warranties, either express or implied, of merchantability or fitness for any particular purpose.
- b. **Prohibition Against the Reuse of Deliverables.** Client agrees that the Deliverables are not intended or represented to be suitable for reuse by Client or any third party for any purpose other than as set forth herein. Client agrees that Client may not use or reuse the Deliverables on any other project without the express written authorization of Engineer and any reuse by Client, or by those who obtain said information from or through Client, without Engineer's written consent, will be at Client's sole risk and without liability or legal exposure to Engineer or to Engineer's employees, agents, representatives, officers, directors, affiliates, shareholders, owners, members, managers, attorneys, subsidiary entities, advisors, subcontractors or independent contractors or associates (collectively "Engineer's Affiliates").
- c. **Indemnification for Reuse of Deliverables.** To the extent permitted by law, Client agrees to defend, indemnify and hold Engineer and Engineer's Affiliates harmless from and against any and all damages, liability and costs arising from the reuse of the Deliverables in violation of Section V.b. above. Under no circumstances shall delivery of the Deliverables by Engineer to Client be deemed a sale by Engineer, and Engineer makes no warranties, either express or implied, of merchantability or fitness for any particular purpose. In no event shall Engineer be liable for any damages, including but not limited to indirect or consequential damages, as a result

of Client's unauthorized use or reuse of the Deliverables.

- d. **Electronic Files.** Client agrees that differences may exist between the electronic files and the printed hard-copy original documents provided by Engineer. In the event of a conflict between the signed original documents prepared by Engineer and any electronic or other files or data provided, it is understood and agreed that the original signed or sealed hard-copy documents shall govern.

VII. NOTICES. Any notice or communication required or permitted to be given hereunder may be delivered to the Parties as designated below, or such other address as may be designated in writing from time to time in accordance with this section by (a) personal delivery; (b) overnight courier (signature required); or (c) U.S. Mail (registered or certified only), return receipt requested. Such notice will be deemed to be given on the date of actual receipt.

To Engineer:
Half Associates, Inc.
 Attn: Legal Department
 1201 North Bowser Road
 Richardson, TX 75081-2275
 Telephone: 214-346-6200
 With copies to legalhelp@half.com

To Client:
City of Montgomery
 Attn: _____

 Tele: _____
 Email: _____

VIII. INSURANCE. Engineer shall, at its own expense, purchase, maintain and keep in force throughout the duration of this Agreement and for a period of four (4) years thereafter, professional liability insurance. The limits of liability shall be \$2,000,000 per claim and in the aggregate. Engineer shall submit to Client a certificate of insurance prior to commencing performance of the services for Client.

IX. DISPUTE RESOLUTION.

- a. "Dispute" means any controversy, claim (whether for damages, costs, expenses or other losses) or disagreement by and between the Parties, whether in contract, tort, statutory or common law, legal or equitable, now existing or hereafter arising under or in connection with this Agreement including the interpretation, performance or non-performance, or exercise of rights under any provision of this Agreement.
- b. **Negotiation.** In the event of a Dispute, the Parties agree that they shall first attempt to informally negotiate in good faith to resolve the Dispute through one or more meetings to be held between authorized representatives with decision-making authority from each Party for a period of not less than twenty-one (21) days. These informal negotiations are a condition precedent to both mediation and the institution of any legal or equitable proceedings, unless such meetings will infringe upon schedules defined by applicable statutes of limitation or repose in which case such meetings shall still be required, but the institution of said proceedings shall not be precluded for failure to meet this specific meeting requirement. All reasonable requests for information made by one Party to the other shall be honored. All negotiations and information exchanged between the Parties pursuant to this Section IX.b. shall be confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.
- c. **Mediation.** Excluding Disputes related to disputed and/or unpaid invoices which are not required to be mediated, if the Dispute cannot be resolved by negotiations pursuant to Section IX.b. above, the Parties shall endeavor to settle the Dispute by mediation under the then current construction industry mediation rules and procedures published by the American Arbitration Association ("AAA"). The Parties shall mutually agree on the mediator. If the Parties are unable to do so, or the agreed upon mediator is unwilling or unable to serve, AAA shall appoint a mediator. Costs associated with mediation shall be shared equally by Client and Engineer. All reasonable requests for information made by one Party to the other shall be honored. The mediation and information exchanged between the Parties pursuant to this Section IX.c. shall be confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.
- d. **Litigation.** If the Dispute cannot be resolved by negotiation pursuant to Section IX.b. or mediation pursuant to Section IX.c., the Parties agree to submit to the exclusive venue and jurisdiction set forth in Section IX.e. below. The prevailing Party shall be entitled to recover from the other Party all fees, costs, and expenses related to

such litigation, including, without limitation, reasonable attorneys' and expert witness' fees and all fees, costs and expenses of any appeals.

- e. **Governing Law and Jurisdiction.** This Agreement shall be administered under the substantive laws of the State of Texas (and not its conflicts of law principles) which shall be used to govern all matters arising out of, or relating to, this Agreement and all of the transactions it contemplates, including without limitation, its validity, interpretation, construction, performance, and enforcement. Exclusive jurisdiction and venue shall lie in any court of competent jurisdiction in *Montgomery County, Texas*.

X. EXCLUSIVITY OF REMEDIES. The Parties acknowledge and agree that the remedies set forth in Section XII below are and shall remain the Parties' sole and exclusive remedy with respect to any Dispute. The Parties agree that Engineer is to have no liability or responsibility whatsoever to Client for any Dispute, except as set forth in this Agreement. No Party shall be able to avoid the limitations expressly set forth in this Agreement by electing to pursue some other remedy or Dispute resolution method.

XI. AGREED REMEDIES

- a. **No Individual Liability.** In no event shall Engineer's individual employees, consultants, agents, officers or directors be subject to any personal legal exposure or liability for Disputes arising out of or in connection with this Agreement.
- b. **LIMITATION OF LIABILITY.** IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE PROJECT TO BOTH CLIENT AND ENGINEER, AND ACKNOWLEDGING THAT THE ALLOCATION OF RISKS AND LIMITATIONS OF REMEDIES ARE BUSINESS UNDERSTANDINGS BETWEEN THE PARTIES AND THESE RISKS AND REMEDIES SHALL APPLY TO ALL POSSIBLE LEGAL THEORIES OF RECOVERY, CLIENT AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT OR ANY REFERENCE TO INSURANCE OR THE EXISTENCE OF APPLICABLE INSURANCE COVERAGE, THAT THE TOTAL LIABILITY, IN THE AGGREGATE, OF ENGINEER AND ENGINEER'S AFFILIATES TO CLIENT OR TO ANYONE CLAIMING BY, THROUGH OR UNDER CLIENT, FOR ANY AND ALL DISPUTES, SHALL NOT EXCEED ENGINEER'S FEE RECEIVED HEREUNDER FOR THE SERVICES PERFORMED, ADJUSTED DOWNWARD TO ACCOUNT FOR SUBCONTRACTOR FEES INCURRED AND REIMBURSABLE EXPENSES, UNDER THIS AGREEMENT OR \$50,000, WHICHEVER IS LOWER. INCREASED LIMITS MAY BE NEGOTIATED FOR AN ADDITIONAL FEE.
- c. **Waiver of Consequential Damages.** Notwithstanding any other provision of this Agreement, neither Party shall be liable to the other Party for contingent, consequential or other indirect damages including, without limitation, damages for loss of use, revenue or profit; operating costs and facility downtime; or other similar business interruption losses, however, the same may be caused.
- d. **Time Limit To Make A Claim.** Client may not assert any claim against Engineer after the shorter of (1) three (3) years from substantial completion of the services giving rise to the claim, or (2) the statute of limitation provided by law, or (3) the statute of repose provided by law.

XII. PROJECT ENHANCEMENT/BETTERMENT.

- a. **Betterments.** If a component of the Project is omitted from Engineer's Deliverables due to the breach of this Agreement or negligence of Engineer, Engineer will not be liable to Client to the extent such omission relates to any betterment, improvement or added value component (collectively a "Betterment") added to the Project. Client will be responsible for the amount it would have paid for such Betterment as if such Betterment had been included in Engineer's Deliverables. Notwithstanding the foregoing, Engineer will be responsible only to the extent necessary to place Client in the same position it would have been but for Engineer's breach or negligence, for the reasonable (i) retrofit expense, (ii) waste, or (iii) intervening increase in the cost of the Betterment furnished through a change order from Client. To the extent that unit pricing increases due to the addition of the Betterment, Client agrees that such cost increases would only be applicable to newly identified Betterments, not increases in quantity of existing items.
- b. **Component Enhancements.** If it is necessary to replace a component of the Project due to the breach of this Agreement by or negligence of Engineer, Engineer will not be liable to Client for any enhancement or upgrade

of such component beyond that originally included in the Deliverables. In addition, if the component has an identifiable useful life that is less than the Project itself, the damages of Client shall be reduced to the extent that the useful life of the original component will be extended by the replacement thereof.

- c. **Betterment/Component Enhancement Exclusion.** IN THE EVENT OF A DISPUTE, THE PARTIES AGREE THAT ENGINEER'S LIABILITY, IF ANY, SHALL EXCLUDE ANY AND ALL DAMAGES, COSTS, AND EXPENSES THAT CREATE OR RESULT IN A BETTERMENT, COMPONENT ENHANCEMENT OR OTHER ADDED VALUE OR UPGRADE/ENHANCEMENT OF THE PROJECT RECEIVED BY CLIENT DUE TO ENGINEER'S BREACH OR NEGLIGENCE.

XIII. ASSIGNMENT. This Agreement is binding on the heirs, successors, and assigns of the Parties hereto. Neither this Agreement, nor any claims, rights, obligations, suits, or duties associated hereto, shall be assigned or assignable by either Client or Engineer without the prior written consent of the other Party.

XIV. WAIVER. Any failure by Engineer to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and Engineer may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

XV. SEVERABILITY. Should any one or more of the provisions contained in this Agreement be determined by a court of competent jurisdiction or by legislative pronouncement to be void, invalid, illegal, or unenforceable in any respect, such voiding, invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be considered as if the entirety of such void, invalid, illegal, or unenforceable provision had never been contained in this Agreement.

XVI. INTEGRATION. This Standard Form of Agreement and the Scope of Services, including fee and schedule, are fully incorporated herein and represent the entire understanding of Client and Engineer. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. The Agreement may not be modified or altered except in writing signed by an authorized representative of each Party.

XVII. NO THIRD-PARTY BENEFICIARIES. This Agreement is being entered into for the sole benefit of the Parties hereto, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever.

XVIII. SIGNATORIES. Client and Engineer mutually warrant and represent that the representation of each who is executing this Agreement on behalf of Client or Engineer, respectively, has full authority to execute this Agreement and bind the entity so represented.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties, having read and understood this Agreement, have executed such in duplicate copies, each of which shall have full dignity and force as an original, on the ____ day of _____, 20__.

HALFF ASSOCIATES, INC.

CLIENT: CITY OF MONTGOMERY, Texas

By: _____
Signature

By: _____
Signature

Printed Name

Printed Name

Title

Title

Date

Date

SCOPE OF SERVICES

In accordance with Section II of the Agreement for Professional Engineering Services by and between **CITY OF MONTGOMERY, Texas** ("**Client**") and **Halff Associates, Inc.** ("**Engineer**") dated _____ (the "Agreement"), Engineer shall provide the Services set forth below to Client in accordance with this Scope of Services and the Agreement. To the extent this Scope conflicts with the Agreement, the Agreement shall control.

Project Name: Town Creek Wastewater Treatment Plant Expansion to 0.3 MGD

Description of Services: The services for this project include preparation of a preliminary engineering report (PER) and development of construction plans and specifications for the Town Creek Wastewater Treatment Plant (TC WWTP) expansion and associated lift station, located at 307 Liberty Street. Bid phase and construction administration services are also provided. Construction inspection is to be done by others. Other services include surveying, geotechnical engineering, and corrosion protection. The expansion is to be located on the existing site owned by the Client. The existing WWTP on the site was decommissioned several years ago and is deemed beyond repair per a previous study. Although decommissioned, the Client has maintained the existing discharge permit. The design for the 0.3 mgd expansion will anticipate a future expansion to 0.6 mgd capacity total. To accommodate these higher capacities, the City has applied for a permit amendment with the TCEQ. This revised permit is expected to be finalized within the next few weeks. The Client prefers to not have any solids treatment at the TC WWTP. It is envisioned that solids will be temporarily stored on site for periodic trucking off and/or dewatering by a mobile belt filter press. The TC WWTP expansion will generally consist of an activated sludge treatment system with the following unit processes:

- Influent headworks that includes a new lift station (LS) and mechanical screening, as requested by the operational staff. The Client does NOT desire grit removal as part of this project.
- Aeration basins
- Final clarifiers
- Disinfection via liquid chlorine (bleach) and a chlorine contact basin.
- Flow measurement using a Parshall flume.
- Post aeration and structure.
- Electrical, including a natural gas fueled emergency generator.
- Building that houses MCCs and other electrical equipment and has room for a small lab counter with sink and a bathroom with shower (the building will be pre-fabricated).
- Solids treatment will include a digester with a decant pipe (Client plans to periodically bring out a mobile belt press unit to dewater and haul off solids).
- New access road, and limited site fencing modifications where necessary due to deterioration.

NOTE: It is currently assumed that filtration will not be required as part of this phase. The TC WWTP expansion will be designed, however, to include space on the site plan and available head space in the hydraulic profile for possible future disc filters.

- I. Design Management
 - a. Attend Client kick-off meeting and document the Client's project parameters. Some attendees will attend remotely.
 - b. Initial project site visit
 - c. Meeting to present and review findings of the preliminary engineering report.
 - d. QC meetings at 60% and 90%. Some attendees will attend remotely.
 - e. Project management including preparing monthly status reports and project billings, and management of the design team including sub-consultants.
 - f. Up to 5 periodic status update meetings with the Client.
 - g. Provide quality control in performance of the work.
- II. Preliminary Design
 - a. The TC WWTP expansion will be sized based upon the previously determined parameters for an initial phase of 0.3 mgd average daily flow (ADF), with allowance for a future expansion to

- a total of 0.6 mgd ADF, effluent criteria established by the amended discharge permit, TCEQ design criteria applicable to both 0.3 mgd and 0.6 mgd WWTPs, historical wastewater influent parameters and flow data, and input from Client staff. Peak flows will be based upon historical flow data provided by the Client. It is understood that LS No. 2 at the existing site does NOT have a flow meter, and so peak flows will be estimated from run time data provided by the Client. If this data is insufficient to accurately estimate peak flows, the Engineer may recommend additional steps to better determine peak flows, such as temporary metering at LS No. 2. This would be an Additional Service – not included in this Scope. Historical influent parameters will be provided by the Client and may come from the Stewart Creek WWTP.
- b. Design criteria will be established.
 - c. Evaluate 2 options for treatment process trains and layouts. For both alternatives, the following will be conducted for each:
 - i. Process calculations and equipment sizing.
 - ii. Conceptual level input from Electrical on power supply needs, backup power, etc.
 1. Conduct site visit for a existing condition assessment.
 2. Prepare engineering basis of design for the electrical portion of the project.
 3. Develop preliminary one line diagram and electrical site plan.
 4. Coordinate with the power company.
 5. Confirm instrumentation and remote monitoring designed by the Client.
 6. Prepare OPCC for electrical components, etc.
 7. Include electrical write up in the Preliminary Design Report.
 - iii. Conceptual level input from Structural on concrete basin wall thickness, etc.
 - iv. Preliminary site layouts prepared.
 - v. Preliminary hydraulic profiles and process flow diagrams prepared.
 - vi. Opinions of Probable Construction Costs (OPCCs) will be prepared.
 - d. Preliminarily design the new influent LS. Existing LS is too small/in poor condition and will be abandoned.
 - e. Address scaling up/future expansion.
 - i. Per a previous study, the expansion for the plant has been determined to be another 0.3 mgd treatment train.
 - ii. The Engineer will document what additional TCEQ criteria the larger plant size may now require.
 - iii. This task includes a conceptual look at how to best split flows between the two trains.
 - iv. The task will produce a proposed site plan for the future expansion, including the possibility of sharing some process units between trains, but also ensuring that there is adequate redundancy.
 - f. Incorporate sections, etc. necessary for funding applications.
 - g. Meeting with operation staff and WGA (as identified in the Design Management task above).
 - h. Lay out new access road alignment on preliminary site plan.
 - i. Influent water quality data
 - i. Client will provide influent sampling data from influent of other plant and from auto
 - j. Influent flow data
 - i. The Client will provide influent flow data and/or existing lift station run time information.
 - ii. Conducting a pump draw down test will be considered an Additional Service.
 - k. Odor control will be considered during the preliminary design. It is assumed that no odor control treatments will be included in the detail design phase, but steps to reduce odor generation with the design of the TP WWTP will be identified as part of preliminary design.
 - l. Corrosion protection recommendations will be considered during the preliminary design. These recommendations will be documented in the PER and detailed appropriately in the detailed design plans and specifications.
 - m. Floodplain Assessment –
 - i. Floodplain Mitigation Analysis
If WWTP components are necessary within the FEMA Special Flood Hazard Area, Half will perform a hydraulic no-impact analysis to ensure that the proposed components cause no increase in the Base Flood Elevation (BFE) and recommend, if necessary, any conveyance improvement solutions to mitigate potential impacts. It is assumed that the Town Creek hydrologic and

hydraulic model developed by BGE will be made available and utilized to establish a base conditions model. The TP WWTP facility will be designed to meet TCEQ requirements regarding the floodplain.

ii. Detention Mitigation Analysis

If an increase in impervious cover on the site is necessary for the expansion of the TP WWTP facility, Engineer will perform a detention mitigation analysis to size the detention mitigation pond, and its necessary components, to ensure no increase in downstream peak flow rates resulting from an increase in impervious cover on the site along with supporting construction drawings.

iii. Sewer Conveyance Analysis

Halfp will provide a sanitary sewer flow hydraulic analysis for the lift station and offsite force main, if necessary, in support of the lift station design.

- n. A Preliminary Engineering Report (PER) will be prepared to document the work done in this task, and the findings and recommendations. The PER will make a final recommendation on the treatment train alternative. The intent of the PER is to provide a basis for producing the design documents for the WWTP construction. The Client and WGA will review the draft report and provide comments to the Engineer. The Engineer will address these comments and finalize the PER. The PER will be developed in accordance with specific Federal grant requirements should it be needed as grant support.

III. Funding Support

- a. The Engineer's team of Funding Resources Specialists will identify potential grant and loan programs to fund the design and construction of a wastewater treatment plant. The team has established relationships with various funding agencies at the local, state, and federal levels. To assist the client's needs, Engineer will develop a list of available funding resources and suggest strategies to enhance the competitiveness of grant or applications by pre-positioning them. The Engineer's Funding Resources team will also offer guidance in understanding the federal procurement process. A summary of the most applicable funding options will be included in the PER.
- b. The Engineer's Funding Resources team will develop up to two grant or loan applications turn-key or offer guidance and support to City staff who choose to apply for funding themselves. These additional services will be incorporated into the proposed service scope if requested by the Client and be conducted on an hourly basis. Should additional funds be needed to complete complex grant applications, Halfp will coordinate with the Client for added services.

IV. Survey -

- a. Boundary Survey - perform a boundary survey of the subject tract, which the Engineer will utilize in preparation of surveying and engineering deliverables for the project. The survey will be performed in substantial accordance with TSPS Category 1-B, Condition II requirements. This does not include the preparation of a separate survey map suitable for title insurance purposes or for addressing Schedule B items.
- i. The Engineer will rely on a title commitment you provide regarding the existence of recorded easements, restrictions, and other matters of record affecting the subject property.
 - ii. The property corners of the subject tract will be recovered and flagged.
 - iii. This proposal does not include research efforts normally performed by a title company.
 - iv. A portion of the boundary is the centerline of Town Creek and will need to be located.
- b. Topographic Survey - perform a topographic survey of a portion of the subject tract, ±4.20 acres. See exhibit "B" below. The following specific services will be provided:
- i. Aerial or mobile LiDAR and conventional survey methods may be used for data collection.
 - ii. Establish a minimum of two temporary benchmarks based on the City of Montgomery's established benchmarks.
 - iii. Locate above ground visible improvements, including driveway to subject tract commencing at Liberty Street.
 - iv. File a TX811 locate request to mark underground utilities.
 - v. Locate visible above-ground utility locations, either found by our surveyors or located for us by utility companies and/or other agencies.
 - vi. Perform three (3) cross-sections along the creek near the location. See exhibit "B" below.
 - vii. Provide spot elevations at center point of manhole covers and access vaults.
 - viii. Provide invert elevation of manhole and elevation of pipe flowlines (if possible).

- ix. Provide location, pipe size, (if possible) and invert elevation of existing storm drain structures.
 - x. Process field collected data for field survey.
 - xi. Perform quality control for survey requirements.
 - xii. Include property ownership and boundary information.
 - xiii. Load 1-foot contour information.
- V. 60% Design
- a. Prepare 60% draft drawings for the TP WWTP.
 - b. Prepare 60% specifications.
 - c. Prepare OPCC
 - d. Electrical
 - i. Provide items a. through c. above.
 - ii. Collaborate with Civil and Structural on the needs for a prefabricated building to be included with the TP WWTP design. Building is assumed to include space for MCCs and electrical equipment, a small lab space with sink, and a bathroom with shower.
 - iii. Prepare draft plan sheet(s) and specification(s) for desired instrumentation and remote monitoring. Final design will be contingent upon the Client approving the remote monitoring proposed.
 - e. Structural
 - i. Provide items a. through c. above.
 - ii. Collaborate with Civil and Electrical on the needs for a prefabricated building to be included with the TP WWTP design. Building is assumed to include space for MCCs and electrical equipment, a small lab space with sink, and a bathroom with shower.
 - iii. Prepare draft plan sheet(s) and specification(s) for desired concrete basins and other structural designs.
- VI. Final Design
- a. Prepare 90% draft drawings.
 - b. Prepare 90% specifications.
 - i. WGA will provide the Division 00 and Division 01 specifications.
 - c. Update OPCC.
 - d. Issue 90% review set to the Client to review. Review comments will be addressed in the 100% set.
 - e. Prepare 100% draft drawings.
 - f. Prepare 100% specifications.
 - i. WGA will provide the Division 00 and Division 01 specifications.
 - g. Update OPCC.
- VII. Bid Phase
- a. Client will provide and conduct Bid Phase services for this project. Halfff will assist on an as needed basis at the Client's discretion, up to the not to exceed amount in the Contract. Potential services may include these items, as required by the Client, on an hourly basis.
 - i. Prepare advertisement for Bid.
 - ii. Distribute plans to prospective bidders, and Maintain a Plan Holders list,
 - iii. Conduct Pre-Bid meeting,
 - iv. Respond to requests for clarifications, as required,
 - v. Prepare Addendums as required,
 - vi. Conduct Bid opening,
 - vii. Prepare Bid tabulation and issue a Certified Bid Tab,
 - viii. Evaluate bids and provide project award recommendation memo,
 - ix. Execute Contract documents,
- VIII. Construction Administration and Closeout
- a. Client will conduct the Pre-Construction Meeting. Halfff will not attend,
 - b. Review Submittals,
 - c. assume a maximum of 20 submittals,
 - i. additional submittals will be considered as additional services,
 - d. Respond to Requests for Information (RFIs),
 - e. Conduct three site visits over the construction duration,
 - f. NOTE: Full-time inspection services are to be conducted by others.

- g. Client will hold monthly Status Meetings. Half will not attend,
 - h. Client will review and recommend Contractor's Monthly Application for Payment,
 - i. Client will prepare and Execute Construction Change Orders, as required,
 - j. Client will issue Certificate of Substantial Completion, and,
 - k. Client will perform a final inspection and prepare a final punch list for Contractor's completion, Half will not participate in the inspection.
- IX. Geotechnical Investigation
- a. Conduct field exploration consisting of 4 fifty (50) foot deep borings and 3 thirty (30) feet borings at locations distributed across the existing WWTP site.
 - b. Laboratory testing will be performed on the bores conducted, including water content, unit dry weight, Atterberg limits, % passing the No. 200 sieve, and unconfined compressive strength.
 - c. Engineering and project delivery that includes a report consisting of boring log data, stratification, groundwater levels, site exploration plan, subsurface exploration procedures, description of subsurface conditions, earthwork recommendations, demolition considerations, seismic site classification, recommended structural engineering design parameters, estimated settlement, recommendations for floor slabs, excavation and groundwater control, uplift and lateral earth pressure recommendations, and recommended pavement parameters.
- X. Corrosion Protection
- a. Prepare and include corrosion protection related specifications and notes/call outs on the plans.
- XI. Cost Estimation - Provide Opinion of Probable Construction Costs (OPCC)
- a. OPCC will follow Master Format WBS.
 - b. OPCC Report will be in PDF Format
 - c. Provide OPCC at Following stages:
 - i. Preliminary Design:
 - 1. Provide OPCC on two proposed alternatives.
 - 2. Review OPCC with design team and Client.
 - 3. OPCC will be ACEE Class IV.
 - ii. 60% design –
 - 1. Provide OPCC on selected Alternative.
 - 2. Review OPCC with design team and Client.
 - 3. OPCC will be ACEE Class III.
 - iii. 90% design –
 - 1. Update OPCC
 - 2. Review OPCC with design team and Client.
 - 3. OPCC will be ACEE Class II.
 - iv. 100% design -
 - 1. Update OPCC.
 - 2. Review OPCC with design team and Client.
 - 3. OPCC will be ACEE Class II.

Services Not Included in this Contract. Services not provided for herein and not generally associated with a project of this type will be paid for under an amendment to this Agreement and for an additional fee. The following list some specific services not included in this Contract:

- Water Quality sampling or analysis
- TCEQ discharge permitting services
- TWDB financing application or utilization/management, except as included in the Basic Services.
- Multiple bid packages beyond one construction package bid and one equipment
- pre-selection bid
- Potable water service to the site
- Electrical service to the site
- Effluent discharge location off site
- Odor Control Facilities/Systems analysis and design

- Environmental coordination, protection, permitting, or other Environmental
- Services, except as included in the Basic Services
- FDP and FEMA permitting for any floodplain filling
- USACE permitting (wetlands, 404, etc.)
- Right of Entry Coordination in addition to mailed letters to property owners
- Tree Survey
- Easement or land acquisition
- Platting
- Site visits or meetings more than number specified
- SUE
- Design for an on-site constructed building
- Construction inspection services
- Design of storm drain facilities
- Design of facilities off-site.
- SCADA design or integration services.
- Design of plant capacity beyond 0.3 mgd.
- Construction services beyond the assumed construction duration.

Compensation/Fees/Costs/Reimbursement:

I. Basic Services Fees – the Basic Fees for the services described herein includes printing, direct costs and computer charges normally associated with production of these services.

a. Lump Sum Fees: The basis of compensation for Basic Fee Lump Sum services shall be as follows:

- I. \$54,700 for Design Management
- II. \$171,200 for Preliminary Design
- V. \$190,100 for 60% Design
- VI. \$258,900 for Final Design

Items shown above will be billed lump sum monthly based on percent completion of the design tasks and may include partial payments of the total amounts designated for each of the items. Basic Services Lump Sum Fees total **\$674,900**. Cost Estimation Services (Item XI) are included in the Basic Services Lump Sum costs shown above.

b. Hourly Fees: The basis of compensation for Basic Services Hourly Fees shall be as follows with the listed not-to-exceed fee amounts:

- VII. \$19,400 for Bid Phase
- VIII. \$54,000 Construction Phase Services

Items shown above will be billed on an hourly basis after written direction from the Client to perform them. Basic Services Hourly Fee costs shall not exceed a total of **\$73,400**.

II. Special Services – The maximum not-to-exceed fee for the Special Services as described herein shall be **\$82,900** which includes printing, direct costs and computer charges normally associated with production of these services. The basis of compensation for Special Services shall be lump sum. The following table summarizes the special services fees.

- III. \$37,400 for Funding Support
- IV. \$14,300 for Surveying
- IX. \$26,600 for Geotechnical Investigations
- X. \$4,600 for Corrosion Protection

III. Miscellaneous Services – The fee for additional services not provided herein will be negotiated based on the scope of work and included in a contract amendment.

a. If the Client determines that the Engineer shall prepare any additional grant applications beyond one is allotted above, that service will be performed on an hourly basis at \$155/hour.

The Total Maximum Fee for all services, excluding Miscellaneous Services, is **\$831,200**.

Schedule:

- A. Completion of Preliminary Design: 90 calendar days from date of notice to proceed
- B. Completion/furnishing of 60% construction package plans, specifications, bid quantities, and construction cost estimate: 90 calendar days from date of Completion of Preliminary Design.
- B. Completion/furnishing of 90% construction package plans, specifications, bid quantities, and construction cost estimate: 120 calendar days from date of Completion of 60% Design.
- F. Completion/furnishing of 100% construction package plans, specifications, bid quantities, and construction cost estimate: 30 calendar days from date of Completion of 90% Design
- G. Bidding services: 40 calendar days from Town’s approval of final plans.
- H. Construction services: In accordance with construction schedule. This scope of work assumes a

construction schedule of 365 calendar days.

I. Closure: 30 calendar days from the date of construction completion.

Deliverables:

- Preliminary Engineering Report
- Design plans, specifications and OPCC at 60%, 90% and 100% milestones
- Record drawings

Service Contacts:

Half Associates, Inc.

Contact Name: Preston Dillard _____

Primary Office Address for Contact: _____ Fort Worth, Texas _____

Telephone: _____ 817.764.7504 _____

Email: _____ pdillard@half.com _____

CITY OF MONTGOMERY

Contact Name: _____

Primary Office Address for Contact: _____

Telephone: _____

Email: _____