

Individual Project Order Number
City of Wolfforth Sewer Interceptor

Describing a specific agreement between Kimley-Horn and Associates, Inc. (the Consultant), and the City of Wolfforth, Texas (“City” or “Wolfforth”) in accordance with the terms of the Master Agreement for Continuing Professional Services dated November 8, 2020, which is incorporated herein by reference.

Identification of Project: City of Wolfforth Sewer Interceptor

Project Understanding: The Consultant understands that the City intends to design and construct, for the purposes of the City of Lubbock to receive and treat all municipal wastewater from City of Wolfforth, the following:

- Approximately 10,580 linear feet of 30-inch diameter sewer line
 - This alignment is understood to be generally from Alcove St. to Milwaukee St. along 146th Street
 - City of Lubbock will provide necessary right-of-way to City of Wolfforth
 - Consultant is not providing right-of-way acquisition support services from Alcove to Milwaukee
- Approximately 9,260 linear feet of 18-inch force main from City’s existing Wastewater Treatment Plant (WWTP) to intersection of Alcove Street and 146th Street
 - Consultant will provide right-of-way acquisition support services to assist City in obtaining these easements

The Consultant understands the agreement between the City of Lubbock and Wolfforth has the following requirements and Consultant will incorporate these requirements into the final plans and specifications:

- The Contract between the City of Lubbock and City of Wolfforth states the initial discharge limit to be 450,000 gallons per day (GPD), increasing up to 1.5 million gallons per day (MGD) over 20 years
- The City of Wolfforth can discharge to the City of Lubbock system between the hours of 7:00 PM and 12:00 PM (17 hours per day), with a peak allowable discharge rate of 1,200 gallons per minute (gpm).

The Consultant will perform an evaluation to determine whether to improve the existing lift station, design a new lift station, or use existing facultative lagoons which will require new pumping equipment for wastewater storage. **The final design and necessary permitting documents for one of these options is not included in this Agreement and will be included in a future amendment.**

The Consultant will provide design phase and construction phase services to the City for the referenced projects. The Consultant understands that the City considers this an emergency project and intends to award it directly to a contractor. The Consultant also understands that the City does not plan to solicit competitive bids for this project. The Consultant understands that no state or federal funding will be utilized on this project.

TASK 1 PROJECT MANAGEMENT

A. Project Management:

1. Develop project communication plan.
 - a. Develop project contact list.
 - b. Prepare and e-mail progress reports to project team once a month to be included with invoices during the design phase. 6 months is assumed.
 - c. Prepare project schedule and provide schedule updates if the schedule changes.

Individual Project Order Number
City of Wolfforth Sewer Interceptor

- d. Meetings
 - i. Prepare for and attend kickoff meeting.
 - ii. Prepare meeting notes and distribute to the City.
- 2. Sub-consultant Agreement Preparation
 - a. Prepare and execute up to two (2) subconsultant agreements.

TASK 2 CONCEPTUAL DESIGN FOR WWTP MODIFICATIONS

- A. The Consultant will perform an evaluation to determine whether to improve the existing lift station, design a new lift station, or use facultative lagoons with new pumping equipment for wastewater storage. The Consultant will evaluate up to three (3) modification options at City's existing WWTP. The Consultant will also evaluate up to three (3) connection layouts for the force main.
 - 1. Preliminary Wastewater Lift Station, Storage System and Force Main Alignment Evaluation
 - a. Consultant will develop a preliminary schematic layout for the proposed raw wastewater conveyance and storage system associated with the Project.
 - b. Consultant will evaluate three (3) conceptual options for raw wastewater storage and lift station modifications. Both options will consider:
 - i. Rehabilitating the City's existing wastewater treatment facility ponds for flow equalization and storage.
 - ii. Utilizing the existing lift station to convey flows to the proposed wastewater interceptor
 - iii. Designing a new lift station to convey flows to the proposed wastewater interceptor
 - c. Evaluations will be based on the project understanding and the following parameters:
 - i. Initial Flow: 450,000 GPD
 - ii. 20-year Maximum Daily Flow: 1.5 MGD
 - iii. Discharge Timeframe: 7 PM to 12 PM (the next day) - 17 hours
 - iv. Peak Discharge Rate: 1,200 gpm
 - d. Consultant will identify system limitations, feasibility concerns, and modifications required to provide compatibility with the proposed interceptor alignment and the City's operational goals.
 - i. Consultant will provide summary of findings in a technical memorandum along with a preliminary cost estimate.
 - 2. Conceptual Design-Level Cost Estimation
 - a. Consultant will prepare a conceptual exhibit and provide preliminary Opinion of Probable Cost (OPCC) to support system planning.

Individual Project Order Number
City of Wolfforth Sewer Interceptor

- b. Consultant will review OPCC costs with City staff and incorporate any City staff feedback into final version.
 - c. OPCCs will be based on schematic-level information and do not reflect detailed engineering or final design efforts. The Consultant does not guarantee alignment with real-time construction costs.
3. Preliminary Infrastructure Exhibit Preparation
- a. Consultant will prepare one (1) 22"x34" PDF exhibit illustrating proposed infrastructure modifications needed to convey the raw wastewater to the City of Lubbock's wastewater system.
 - b. Consultant will review the exhibit with City staff and incorporate any City staff feedback for final version.
 - c. The exhibit will be conceptual and is intended for planning use only. Construction drawings and final permitting documents will NOT be produced under this task and will be included in Additional Services.
4. Preliminary WWTF Modifications Permitting Preparation
- a. The objective of this task is to assist the Client with preliminary documentation and permit coordination necessary to develop conveyance infrastructure as related to the Project. This task supports regulatory compliance and facilitates preliminary coordination with governing agencies.
 - b. Consultant shall perform the following services under this task:
 - i. Preliminary Permitting Review and Coordination
 - 1) Identify and summarize the applicable regulatory requirements for the preferred conveyance option, including permitting through the Texas Commission of Environmental Quality (TCEQ).
 - 2) Coordinate with permitting agencies to discuss anticipated submittal requirements, schedules, and any known constraints or conditions.
 - Up to three (3) meetings are included in this task.
 - ii. Provide a summary memo outlining key permitting steps and responsibilities for both temporary and permanent water system components.
 - c. This task is intended to prepare foundational documentation for permitting and regulatory engagement and does not include completion of final permit applications, engineering reports, or formal studies.

TASK 3 TOPOGRAPHIC SURVEY

A. Design Survey & Research

1. Right of Entry (ROE) Coordination Services
- a. Consultant will coordinate with up to five (5) property owners where survey data collection is recommended for this Project. The Consultant will coordinate up to five (5) hours with each landowner in efforts to obtain a signed ROE form. If a landowner will not agree to the ROE letter, the Consultant will submit a contact log to the Owner with the coordination efforts included.

Individual Project Order Number
City of Wolfforth Sewer Interceptor

2. The limits of the survey will include an approximate 160-foot width cross section at 100-ft stations for 18,500 linear feet.
3. Coordinate with Texas 811 and Owner to locate and mark existing franchise and public utilities prior to performing the field survey.
4. Establish horizontal & vertical control at 1,000-foot intervals.
5. Perform a field survey to identify and locate existing topographic elements consisting of the following:
 - a. Visible improvements including photos and field sketches
 - b. Ditch tops, ditch flowlines, edges and centerline of dirt roads
 - c. Existing pavement, curb and gutter, sidewalks, barrier free ramps, etc.
 - d. Existing storm sewer inlets, manholes, junction boxes, and outfalls
 - e. Measure-downs to flowline, direction, size, and material required for all utility manholes
 - f. Utility manholes, vaults, water valves, water meters, telephone poles, power poles, utility markers, other public utilities, and franchise utilities.
 - g. Measure-downs to top of nut for water valves
 - h. Signs (excluding temporary signs)
 - i. Trees, 12-inch caliper and up
 - j. Fence limits and material types
6. Research will consist of obtaining copies of publicly available deeds, plats, and easements for the subject tract of land. An abstract of title is not included.
7. Locate property and right-of-way corners.
8. Prepare a property map with property line, right-of-way lines, and monumentation discovered.
9. Prepare a final topographic drawing in AutoCAD 2024 format at 1" = 40' scale (including one-foot contours and break lines) showing the features located in the field, an ASCII coordinate file of the points located in the field.

TASK 4 EASEMENT PREPARATION AND ACQUISITION

A. Separate Instrument Easement Descriptions

1. Based on the final alignment and property research prepared and performed as part of Task3, Consultant will prepare easement parcel surveys for a 30-foot permanent sanitary sewer interceptor easement.
 - a. One (1) parcel is anticipated
2. Prepare easement parcel surveys for a 50-foot temporary construction easement.

Individual Project Order Number
City of Wolfforth Sewer Interceptor

- a. Up to eight (8) parcels are anticipated.
3. Individual parcel surveys will be on 8 ½"x11" paper, will be sealed, dated, and signed by a Registered Professional Land Surveyor (Owner to provide standard language), will conform to standard format provided by the Owner and will contain the following at a minimum:
- a. Parcel number
 - b. Area required
 - c. Legal description
 - d. Current owner
 - e. Existing easements found through public records search or provided to Consultant by the City. Without a title commitment provided to Consultant, there may be easements or covenants that are not shown on the documents.
 - f. Metes and bounds description of easements to be acquired. The description will be provided on a separate sheet from exhibit. Each type of easement will be described separately
- B. Consultant will provide the following easement acquisition services:
1. Consultant will coordinate with a third-party Right of Way Agent subconsultant to aid in property acquisition services for up to eight (8) hours per parcel.
 2. Provide property negotiation services with one landowner for up to two (2) parcels (one permanent and one temporary) as follows:
 - a. The offer to purchase the properties will be based on the appraisals (if needed) as indicated above.
 - i. The Owner will establish the value to be used in negotiation and the range of negotiating authority to be given to the Right of Way Agent.
 - ii. Consultant's Right of Way Agent will provide the services of qualified right-of-way agents to attempt to secure the required right-of-way for the project. The right-of-way agents will provide each property owner a copy of The Texas Landowner Bill of Rights but will NOT be required to provide negotiation services under the Uniform Relocation and Acquisition Act (Uniform Act). This offer shall not be construed to be the Initial Offer as defined by Chapter 21. Texas Property Code.
 - iii. Consultant will negotiate on behalf of the Owner and utilize conveyance documents and other necessary forms as prescribed by the Owner.
 - 1) Consultant will provide a good faith effort to acquire the rights-of-way through a negotiation process, which will generally consist of 24 hours for each parcel over a six (6) month negotiation period for up to two (2) parcels (one permanent and one temporary).

Individual Project Order Number
City of Wolfforth Sewer Interceptor

- 2) During this period the Consultant will communicate with the property owner, or his authorized representative to reach an agreement, or to determine that further negotiations will be non-productive and that eminent domain actions will be necessary to acquire the property. If absentee owners are involved, the negotiations may be conducted via telephone, fax, or by mail.
- 3) If the schedule for acquisition of the right-of-way or other factors arise, which make it expedient, travel outside the project area to meet with the absentee owners may be desirable. If such events arise, the travel must be specifically authorized by the Owner.
 - If such travel is authorized, the expenses involved, including the agent's services, will be considered additional services.
- iv. The initial offer made to the property owner will be based on the value authorized by the Owner. All counter-offers by the property owner, along with Consultant and Consultant's Right of Way Agent recommendations will be presented to the Owner for consideration.
 - 1) The Owner must establish and recommend such counter offers before Consultant will be authorized to agree to the requested changes. All monetary offers made to the property owners will be within the limits authorized by the Owner in the various stages of the negotiation. This offer shall not be construed to be the Initial Offer as defined by Chapter 21. Texas Property Code.
- v. After reaching an agreement with the landowner on the consideration and all other terms of the transaction, Consultant will forward to the Owner a Memorandum of Agreement (M/A) executed by the property owner to be ratified by the Owner. This M/A sets forth the compensation and any other terms and conditions agreed upon. The Owner will be responsible for obtaining the Owner's ratification and for returning the ratified M/A to Consultant.
3. Consultant's Real Estate Attorney will coordinate contacts with the Owner to deliver any payments to the property owner via the closing title company.
4. This Scope of Services assumes that costs for Title Commitments, Title Policies and recording fees will be purchased by the Owner through the assistance of the Consultant's Real Estate Attorney and the closing title company.
 - a. The amount paid for the Title Policies will not exceed the premium amounts set by the Texas Department of Insurance. Consultant's Real Estate Attorney will review liens or other exceptions reported in the Title Commitment. Consultant will coordinate the location and the effect of any utility easements.
 - b. Consultant will report the results of the Title Commitment to the Owner, recommending the disposition of the exceptions. The decision whether the reported exceptions are acceptable or must be eliminated will be the responsibility of the Owner.
 - i. Any action required to clear title is not included in the Scope of Work for this project, and if required, will be considered Additional Services.
5. Condemnation services are not included with this scope of services.

Individual Project Order Number
City of Wolfforth Sewer Interceptor

TASK 5 FORCE MAIN & INTERCEPTOR DESIGN

- A. Prepare the preliminary force main and interceptor plan and specification set
1. Prepare preliminary plan and profile (electronic roll plot format, 1"=40'H and 1"=5' V scale).
Items to be included:
 - a. Plan:
 - i. Control data
 - ii. Existing / proposed right-of-way and easements
 - iii. Existing topography
 - iv. Existing pavement
 - v. Proposed centerline alignment
 - vi. Proposed construction access locations
 - vii. Existing trees
 - viii. Existing driveway locations
 - ix. Existing storm drain and culvert locations
 - x. Existing water lines
 - xi. Existing sanitary sewer lines
 - b. Profile:
 - i. Existing ground profile
 - ii. Proposed vertical alignment
 - iii. Existing Utilities
 2. Traffic Control Plans
 - a. Develop initial construction sequence plan views showing:
 - i. Temporary signing and striping, barricades, and other channelization devices
 - ii. Vehicle and pedestrian detour routing during construction (if applicable)
 3. Franchise Utility Coordination
 - a. Data Collection and Research
 - i. Send notification letter with project limits delineated to franchise utility companies. Gather existing franchise utility information.

Individual Project Order Number
City of Wolfforth Sewer Interceptor

- ii. Up to one (1) coordination meeting with franchise utility companies to discuss any known potential conflicts and any future plans to extend franchise utility lines prior to construction.
 - 1) This is one meeting for all franchise utility company coordination.
- b. Coordination
 - i. Coordinate possible utility conflicts with franchise utility companies
 - ii. Coordinate possible conflicts due to vertical alignment of the interceptor
- 4. Geotechnical
 - a. Geotechnical Analysis - The Consultant will perform a geotechnical analysis of the proposed interceptor alignment utilizing a qualified geotechnical laboratory to determine subsurface conditions and make recommendations regarding embedment, backfill and excavation parameters. The geotechnical analysis will include the following:
 - i. Subsurface exploration including up to ten (10) sample bores at an average depth of 25-feet at various locations and depths along the proposed route.
 - ii. Laboratory tests for classification purposes and strength characteristics
 - iii. Engineering services that address soil and groundwater conditions for proposed horizontal boring locations, if necessary.
 - iv. Prepare a geotechnical report that presents the results of the field and laboratory data as well as analysis and recommendations. The data contained in the geotechnical report will be made available to contractors during the bidding process for informational purposes only.
- 5. Preliminary Design Submittal (60%)
 - a. Review Meeting
 - i. Consultant will prepare for and attend review meeting with Owner.
 - ii. Review comments will be recorded during this meeting and distributed to attendees. This review shall include the following:
 - 1) Plan and profile of proposed preliminary alignment and easements
 - 2) CAD drawing in Civil 3-D format showing the following:
 - iii. Existing utility lines near proposed alignment
 - iv. Conflict analysis of existing utilities and proposed alignment
 - v. Proposed connection location for selected route from approved routing and alignment report.
 - vi. Preliminary opinion of probable construction cost
 - vii. Technical specifications
 - 1) Draft technical specification documents and incorporate updated design concepts

Individual Project Order Number
City of Wolfforth Sewer Interceptor

6. County Permitting Coordination and Submittal
 - a. Consultant shall perform the following services under this task before construction begins:
 - i. Prepare a Permit Application for Utility Installation Proposal in County Right-of-Way and supporting documentation, as required by Lubbock County, for any segments of the proposed interceptor that cross County right-of-way.
 - ii. Conduct one (1) pre-submittal coordination meeting with County staff prior to final submittal to clarify submittal expectations, discuss project objectives, and address any anticipated issues.
 - iii. Conduct two (2) meetings with City Staff
 - 1) One (1) meeting prior to the County pre-submittal meeting
 - 2) One (1) meeting prior to the final County submittal
 - iv. Submit the Permit Application and support documents to Lubbock County offices.
 - v. Track the status of the submittal and coordinate with County staff on comment responses and as needed to facilitate the review and approval.
 - A. Prepare the final force main and interceptor plan and specification set
 1. Plans
 - a. Prepare engineering plans, specifications, and construction contract documents for project bidding and regulatory approval. Plans will consist of 22"x 34" plan and profile sheets at 1"=40'H and 1"=5'V. The Consultant anticipates preparing approximately 80 - 100 plan sheets. The Consultant will provide the following information on the plan sheets:
 - i. Civil Sheets
 - 1) Cover
 - 2) General project notes
 - 3) Horizontal and vertical control
 - 4) Construction Access Plan
 - 5) Plan view
 - 6) Profiles
 - 7) Erosion control plan
 - 8) Traffic control plan
 - 9) Construction details
 - ii. Contract Documents

Individual Project Order Number
City of Wolfforth Sewer Interceptor

- 1) Specifications will include technical specifications for materials and installation of the proposed facilities. The Contract Documents will be based upon the Owner's Standard Contract documents. Local jurisdiction requirements for utility construction will govern all other specifications
- iii. Perform up to three (3) site visits with Owner to verify existing conditions and proposed design components
- iv. Submit to the Owner 95% complete plans, specifications, contract documents, and OPCC for review and comments
 - 1) Meet with City staff to present 95% complete plans, specifications, contract documents, and an OPCC for this phase of the project.
 - 2) Make one (1) set of revisions based on the Owner's review of the 95% submittal
- v. Meet with City staff to present 100% complete plans, specifications, contract documents, and a final OPCC.

TASK 6 CONSTRUCTION CONTRACT ADMINISTRATION SERVICES

- A. Consultant will provide professional construction phase services for construction of the proposed project, for the purpose of providing assistance to Owner during construction
 1. Construction Contract Execution
 - a. Consultant will prepare five (5) sets of the contract documents for execution by the contractor, receive and review such documents for completeness, and forward to the Owner for review and execution.
 2. Conformance Plans
 - a. The Consultant will prepare ten (10) sets of conformed plans for distribution to the Owner and the Contractor.
 3. Consultant shall perform the following Construction Phase Services:
 - a. Pre-Construction Conference. Consultant will prepare for and attend a Pre-Construction Conference prior to commencement of Work at the Site.
 - b. One (1) public meeting with Contractor and Owner
 - c. Visits to Site and Observation of Construction. Consultant will provide the following services throughout construction. A construction period of 18 months is the basis of this proposal.
 - d. Engineer of Record
 - e. Construction Materials Testing
 - f. Consultant.

Individual Project Order Number
City of Wolfforth Sewer Interceptor

- i. Consultant's role as Consultant will include providing on-site construction observation services during the construction phase. Consultant will make visits at intervals as directed by Owner in order to observe the progress of the Work. It is anticipated that the Consultant will attend one progress meeting and visit the site for observation at that time, once a month for a period of 24 months. Additional site visits will be considered additional services. Such visits and observations by Consultant are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress.

Observations are to be limited to spot checking, selective measurement, and similar methods of general observation of the Work based on Consultant's exercise of professional judgment. Based on information obtained during such visits and such observations, Consultant will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and Consultant will keep Owner informed of the general progress of the Work.

- g. Recommendations with Respect to Defective Work. Consultant will recommend to Owner that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, ENGINEER believes that such work will not produce a completed Project that conforms generally to Contract Documents.
- h. Clarifications and Interpretations. Consultant will respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents to OWNER as appropriate to the orderly completion of Contractor's work. Any orders authorizing variations from the Contract Documents will be made by Owner.
- i. Change Orders. Consultant may recommend Change Orders to Owner and will review and make recommendations related to Change Orders submitted or proposed by the Contractor.
- j. Shop Drawings and Submittals. Consultant will review and approve or take other appropriate action in respect to Shop Drawings and Submittals and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.
- k. Substitutes and "or-equal." Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor in accordance with the Contract Documents, but subject to the provisions of applicable standards of state or local government entities.
- l. Inspections and Tests. Consultant, through its subconsultant, will perform the following laboratory tests of Contractor's work as Consultant deems appropriate; soils, flex base, hot mix, and field testing. Consultant, or its subconsultant, may receive and review certificates of inspections within Consultant's area of responsibility or of tests and approvals required by laws and regulations or the Contract Documents. Consultant's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Consultant shall be entitled to rely on the results of such tests and the facts being certified.

Individual Project Order Number
City of Wolfforth Sewer Interceptor

- m. Disagreements between Owner and Contractor. Consultant will, if requested by Owner, render written decision on all claims of Owner and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the progress of Contractor's work. In rendering such decisions, Consultant shall be fair and not show partiality to Owner or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
- n. Applications for Payment. Based on its observations and on review of applications for payment and accompanying supporting documentation, Consultant will determine the amounts that Consultant recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Consultant's representation to Owner, based on such observations and review, that, to the best of Consultant's knowledge, information and belief, Contractor's work has progressed to the point indicated and that such work-in-progress is generally in accordance with the Contract Documents subject to any qualifications stated in the recommendation. In the case of unit price work, Consultant's recommendations of payment will include determinations of quantities and classifications of Contractor's work, based on observations and measurements of quantities provided with pay requests
- o. By recommending any payment, Consultant shall not thereby be deemed to have represented that its observations to check Contractor's work have been exhaustive, extended to every aspect of Contractor's work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Consultant in this Agreement. It will also not impose responsibility on Consultant to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, nor to determine that title to any portion of the work in progress, materials, or equipment has passed to Owner free and clear of any liens, claims, security interests, or encumbrances, nor that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.
- p. Final Completion. Consultant will, promptly after notice from Contractor that it considers the entire Work ready for its intended use, in company with Owner and Contractor, conduct a site visit to determine if the Work is finally complete. Work will be considered finally complete following satisfactory completion of all items with the exception of those identified on a final punch list. If after considering any objections of Owner, Consultant considers the Work finally complete; Consultant will notify Owner and Contractor.
- q. Final Notice of Acceptability of the Work. Consultant will conduct a site visit to determine if the final punch list is generally in accordance with the Contract Documents so that Consultant may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Consultant shall also provide a notice that the Work is generally in accordance with the Contract Documents to the best of Consultant's knowledge, information, and belief based on the extent of its services and based upon information provided to Consultant upon which it is entitled to rely.
- r. Quarterly Walkthrough After Final Completion. Consultant will conduct four (4) site visits, in company with Owner after Final Completion, to identify deficiencies Contractor shall address during the Warranty period.
- s. Limitation of Responsibilities. Consultant shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing the Work. Consultant shall not have the authority or responsibility to stop the work of any Contractor.

Individual Project Order Number
City of Wolfforth Sewer Interceptor

- t. Record Drawings. Prepare project "Record Drawings" based on information provided by the Contractor as to the actual field placement of the work including any changes or deletions. Consultant is not responsible for the accuracy of the information provided by others. Consultant will provide the following deliverables:
 - u. One (1) 22"x34" set of black line Record Drawings
 - v. One (1) set of .PDF file Record Drawings

Individual Project Order Number
City of Wolfforth Wastewater Interceptor

Additional Services if required: See Below

Any services not specifically provided for in the above scope, as well as any changes in the scope requested by the Owner, will be considered additional services. Additional Services will be compensated on a reimbursable basis at the then current hourly rates. Consultant will not perform any Additional Services without Owner's prior approval. Additional services include, but are not limited to, the following:

- Real estate assistance in obtaining right-of-way entry beyond that indicated in the scope of services.
- Real estate assistance for condemnation hearings
- Platting and rezoning assistance for lift station property
- Providing additional presentations to City Council
- Financial implementation planning
- Attending regulatory meetings beyond that indicated in the scope of services
- Franchise Utility Coordination and/or Design beyond those specifically included in the Scope of Services referenced above.
- Additional permitting requirements beyond those specifically included in the Scope of Services
- Public meetings beyond those specifically included in the Scope of Services
- Final design for WWTP improvements and/or modifications
- Any additional changes to the Contract Documents necessary to break the project into phases
- Additional copies of Construction Documents
- Assisting Owner in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this Agreement. Such services, if any, shall be furnished by Consultant on a fee basis negotiated by the respective parties outside of and in addition to this Agreement.
- Sampling, testing, or analysis beyond that specifically included in the Scope of Services
- Providing professional services associated with the discovery of any hazardous waste or materials in the project route.
- Assisting Owner or Contractor in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this Agreement. Such services, if any, will be furnished by Consultant on a fee basis negotiated by the respective parties outside of and in addition to this Agreement.
- Accompanying the Owner's personnel when meeting with the Texas Commission on Environmental Quality, U.S. Environmental Protection Agency or other regulatory agencies during the course of the Project. Consultant will assist the Owner's personnel on an as-needed basis in preparing compliance schedules, progress reports, and providing general technical support for the Owner's compliance efforts.
- Preparation of grant or funding applications, including coordination with funding agencies.

Individual Project Order Number
City of Wolfforth Wastewater Interceptor

- Development of easement exhibits or legal descriptions beyond those included in the base scope.
- Environmental assessments or studies not specifically included in the Scope of Services.
- Coordination with third-party infrastructure owners.
- Utility potholing or subsurface utility engineering (SUE) beyond what is included in the base scope.
- Construction phase services beyond those specifically included.
- Any services not listed in the Scope of Services

Services provided by Owner: _____

Schedule: Consultant will begin services upon receipt of Notice to Proceed.

Deliverables: See items listed above under Scope of Services.

Method of compensation: The services identified in the scope of services for the total fee below. Additional services with the scope and services will be performed for the total lump sum fee below:

Task	Fee	Fee Type
TASK 1 – Project Management	\$7,000	LS
TASK 2 – Conceptual Design for WWTP Improvement Modifications	\$69,200	LS
TASK 3 – Topographic Survey	\$133,900	LS
TASK 4 – Easement Preparation and Acquisition	\$24,500	LS
TASK 5 – Force Main & Interceptor Design	\$348,700	LS
TASK 6 – Construction Contract Administration	\$134,400	HR
Total	\$717,700	

All permitting, application, and similar project fees will be paid directly by the Owner. Fees and expenses will be invoiced monthly based, as applicable, upon the percentage of services performed or actual services performed, and expenses incurred as of the invoice date. Payment will be due within 25 days of your receipt of the invoice.

Other special terms of Individual Project Order: None.