

PROFESSIONAL SERVICES AGREEMENT

THIS **PROFESSIONAL SERVICES AGREEMENT** ("Agreement") is made as of the Effective Date by and between Weegar-Eide & Associates, LLC, a Texas limited liability company, ("CONSULTANT"), and the City of Farmers Branch, Texas ("CITY") acting by and through their authorized representatives.

RECITALS

WHEREAS, CITY desires CONSULTANT to perform certain work and services set forth in the Scope of Work attached as Exhibit "A" (the "Scope of Work"); and

WHEREAS, CONSULTANT has expressed a willingness to perform said work and services, (hereinafter collectively referred to only as "services"), set forth in the Scope of Work, and this Agreement.

NOW, THEREFORE, for and in consideration of the covenants and promises and other valuable consideration the receipt and sufficiency of which are hereby acknowledged, CITY and CONSULTANT agree as follows:

Section 1. Scope of Work

Upon issuance of a written Notice to Proceed by CITY, CONSULTANT agrees to provide to CITY the necessary professional services related to the completion of the **Development Replacement Water Supply Well Bid Document, Field Inspection, Data Analysis, and Report** ("the Project") as set forth in the Scope of Work.

Section 2. Term of Agreement

The term of this Agreement shall begin on the last date of execution hereof (the "Effective Date") and shall continue until CONSULTANT completes the services required herein to the satisfaction of CITY, unless sooner terminated as provided herein.

Section 3. Consultant Obligations

A. CONSULTANT shall devote such time as reasonably necessary for the satisfactory performance of the work under this Agreement. Should CITY require additional services not included under this Agreement, CONSULTANT shall make reasonable effort to provide such additional services at mutually agreed charges or rates, and within the time schedule prescribed by CITY; and without decreasing the effectiveness of the performance of services required under this Agreement.

B. To the extent reasonably necessary for CONSULTANT to perform the services under this Agreement, CONSULTANT shall be authorized to engage the services of any agents, assistants, persons, or corporations that CONSULTANT may deem proper to aid or assist in the performance of the services under this Agreement with the prior written approval of CITY. The

cost of such personnel and assistance shall be the responsibility of CONSULTANT and is a reimbursable expense to CONSULTANT only if authorized in writing in advance by CITY.

C. CONSULTANT shall furnish and pay for all labor, tools, materials, equipment, supplies, transportation and management necessary to perform all services set forth in the Scope of Work.

Section 4. Payment

A. CITY agrees to pay CONSULTANT for all services authorized in writing and properly performed by CONSULTANT in accordance with the Payment Schedule set forth in the Scope of Work, subject to additions or deletions for changes or extras agreed upon in writing. All fees paid to CONSULTANT, by CITY, shall be based on invoices submitted by CONSULTANT for work performed monthly by CONSULTANT, less any previous payments. Payments shall be made within 30 days of receipt of invoice by CITY. Unless otherwise stated in the Scope of Work, Consultant will submit invoices for services related to the Scope of Work on at least a monthly basis.

B. CITY reserves the right to delay, without penalty, any partial payment when, in the opinion of CITY, CONSULTANT has not made satisfactory progress on the design of this Project based on the Scope of Work and the Completion Schedule Estimate. If CITY objects to any portion of an invoice, CITY will notify Consultant within fifteen (15) days from the date of receipt of the invoice and will pay that portion of the invoice not in dispute, and the Parties shall immediately make every effort to settle the disputed portion of the invoice.

C. The Total Fee shall be as specified in the Scope of Work, shall not exceed Three Hundred Fifty-One Thousand Three Hundred Sixty Dollars (\$351,360) unless otherwise approved in writing by CITY. CITY may deduct from any amounts due or to become due to CONSULTANT any sum or sums owing by CONSULTANT to CITY. In the event of any breach by CONSULTANT of any provision or obligation of this Agreement, or in the event of the assertion by other parties of any claim or lien against CITY, or the CITY's premises, arising out of CONSULTANT's performance of this Agreement, CITY shall have the right to retain out of any payments due or to become due to CONSULTANT an amount sufficient to completely protect the CITY from any and all loss, damage or expense therefrom, until the breach, claim or lien has been satisfactorily remedied or adjusted by CONSULTANT.

D. If CITY fails to make any payment due to CONSULTANT within thirty (30) days after receipt of an invoice, then the amount due CONSULTANT will increase at the lesser of 1.5 percent per month or the maximum amount allowed by law after the 30th day. In addition, CONSULTANT may, after giving seven (7) days written notice to CITY, suspend its services and any deliverables until CONSULTANT has been paid in full for all amounts outstanding more than thirty (30) days. If CONSULTANT must resort to legal action to enforce collection of payments due, CITY agrees to pay reasonable attorney fees and any other reasonable costs resulting from such action.

Section 5. Responsibilities

A. CONSULTANT shall be responsible for the professional quality, technical accuracy, and the coordination of all studies, designs, drawings, specifications, plans, and other services furnished by CONSULTANT under this Agreement. CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in the design, drawings, specifications, plans, reports, studies and other services.

B. Neither CITY's review, approval or acceptance of, nor payment for any of the services required under this Agreement, shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and CONSULTANT shall be and remain liable to CITY in accordance with applicable law for all damages to CITY caused by CONSULTANT's negligent performance of any of the services furnished under this Agreement.

C. The rights and remedies of CITY under this Agreement are as provided by law.

D. CITY will designate in writing the person or persons with authority to act in CITY's behalf on all matters concerning the work to be performed by CONSULTANT for CITY.

E. CITY will furnish to CONSULTANT all existing studies, reports, data and other information available to CITY which may be necessary for performance of the work, authorize CONSULTANT to obtain additional data as required, and furnish the services of others, where reasonably necessary, for the performance of the services. CONSULTANT will be entitled to use and rely upon all such information.

F. Unless otherwise stated in the Scope of Work, CITY shall be responsible to provide CONSULTANT access to the work site or property to perform the work.

Section 6. Time for Performance

A. CONSULTANT shall perform all services as provided for under this Agreement in a proper, efficient and professional manner in accordance with CITY's requirements. Such services shall be completed as provided in the time provided in the Scope of Work after written Notification to Proceed from CITY to CONSULTANT, exclusive of CITY and other governmental review time.

B. In the event CONSULTANT's performance of this Agreement is delayed or interfered with by acts of the CITY or others, CONSULTANT may request an extension of time for the performance of same as hereinafter provided, but shall not be entitled to any increase in

fee or price, or damages or additional compensation as a consequence of such delays unless otherwise approved by CITY in writing.

C. No allowance of any extension of time, for any cause whatever, shall be claimed or made to CITY, unless CONSULTANT shall have made written request upon CITY for such extension, unless otherwise approved in writing by CITY.

D. CONSULTANT's services for the Scope of Work will be considered complete at the earlier of (i) the date when CONSULTANT's report is accepted by the CITY or (ii) thirty (30) days after the date when CONSULTANT's report is submitted for final acceptance, if CONSULTANT is not notified in writing within such 30-day period of a material defect in such report.

Section 7. Warranty

A. In performing its services, CONSULTANT agrees to exercise professional judgment, made based on the information available to CONSULTANT, and to use the same standard of care and skill ordinarily exercised in similar circumstances by consultants performing comparable services in the region. This standard of care shall be judged as of the time and place the services are rendered, and not according to later standards. The expiration date of this warranty is two (2) years from the date of completion of the service. Reasonable people may disagree on matters involving professional judgment and, accordingly, a difference of opinion on a question of professional judgment shall not excuse CITY from paying for services rendered or result in liability to CONSULTANT.

B. If any failure to meet the foregoing warranty appears during the one (1) year period from the date of completion of the service and CONSULTANT is promptly notified thereof in writing, CONSULTANT will at its option and expense re-perform the nonconforming work or refund the amount of compensation paid to CONSULTANT for such nonconforming work. In no event shall CONSULTANT be required to bear the cost of gaining access in order to perform its warranty obligations.

C. THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY. CONSULTANT DOES NOT WARRANT ANY PRODUCTS OR SERVICES OF OTHERS DESIGNATED BY CITY, AND ANY PRODUCT AND/OR SERVICE WARRANTIES PROVIDED BY THIRD PARTIES WILL BE CONVEYED TO THE CITY BUT ARE NOT THE RESPONSIBILITY OF CONSULTANT.

Section 8. Documents

A. All surveys, studies, proposals, applications, drawings, plans, specifications and other documents, including those in electronic form, prepared by CONSULTANT and its consultants, subcontractors, agents, representatives, and/or employees in connection with this Agreement ("Project Documents") are intended for the use and benefit of CITY. CONSULTANT and its consultants, subcontractors, agents, representatives, and/or employees shall be deemed the

authors of their respective part of the Project Documents. Notwithstanding, CITY shall own, have, keep and retain all rights, title and interest in and to all Project Documents, including all ownership, common law, statutory, and other reserved rights, including copyrights (except copyrights held by the CONSULTANT) in and to all Project Documents, whether in draft form or final form, which are produced at CITY's request and in furtherance of this Agreement. CITY shall have full authority to authorize contractor(s), subcontractors, subcontractors, CITY consultants, and material or equipment suppliers to reproduce applicable portions of the Project Documents. CITY shall have the right to publish, disclose, distribute and otherwise use Project Documents in accordance with the Engineering Practice Act of the State of Texas (Texas Occupation Code, Chapter 1001, as amended) and/or Texas Occupations Code, Chapter 1051, as amended. CONSULTANT shall, upon completion of the services and full payment for the CONSULTANT'S services by the CITY, or earlier termination, provide CITY with reproductions of all materials, reports, and exhibits prepared by CONSULTANT pursuant to this Agreement in a TIFF, JPEG or PDF format, and a DXF format in current version of AutoCAD with NAD-83 coordinate format of all such instruments of service to the CITY.

B. All instruments of service (including plans, specifications, drawings, reports, designs, computations, computer programs, estimates, surveys, other data or work items, etc.) prepared under this Agreement shall be submitted for approval of CITY. All instruments of service shall be professionally sealed as may be required by law or by CITY.

C. Acceptance and approval of the Project Documents by CITY shall not constitute nor be deemed a release of the responsibility and liability of CONSULTANT, its employees, associates, contractors, agents and Consultants for the accuracy or competency of the designs, working drawings and specifications, or other documents and work; nor shall such approval be deemed to be an assumption of such responsibility by CITY for any defect in the designs, working drawings and specifications, or other documents prepared by CONSULTANT, its employees, contractor, agents and contractors.

D. CONSULTANT will retain the technical Project file for a period of 10-years period following Project completion. CITY shall notify CONSULTANT at the completion of services if CITY requires the file in this matter to be transferred to CITY or another entity or retained by CONSULTANT for a longer period. In the absence of any written instructions to the contrary from CITY, CONSULTANT will have the right to discard any and all files, records or documents of any type related to the Scope of Work after the 10-year period. During this 10-year period, any requests for document recovery and reproduction will be assessed a fee in accordance with CONSULTANT's Schedule of Fees that is applicable at the time of document recovery or reproduction.

Section 9. Safety

A. CITY agrees to inform CONSULTANT of any applicable site safety procedures and regulations known to CITY as well as any special safety concerns or dangerous conditions at the site, which CONSULTANT shall communicate to its employees. CONSULTANT and its employees will be obligated to adhere to such procedures and regulations once notice has been given.

B. Unless specifically provided in the Scope of Work, CONSULTANT shall not have any responsibility for overall job safety at the site. If in CONSULTANT's opinion, its field personnel are unable to access required locations or perform required services in conformance with applicable safety standards, CONSULTANT may immediately suspend performance until such safety standards can be attained.

Section 10. Termination

A. CITY may suspend or terminate this Agreement for cause or without cause at any time by giving written notice to CONSULTANT. In the event suspension or termination is without cause, payment to CONSULTANT, in accordance with the terms of this Agreement, will be made based on services reasonably determined by CITY to be satisfactorily performed to the date of suspension or termination. Such payment will be due upon delivery of all instruments of service to CITY.

B. Should CITY require a modification of this Agreement with CONSULTANT, and in the event CITY and CONSULTANT fail to agree upon a modification to this Agreement, CITY shall have the option of terminating this Agreement and CONSULTANT's services hereunder at no additional cost other than the payment to CONSULTANT, in accordance with the terms of this Agreement, for the services reasonably determined by CITY to be properly performed by CONSULTANT prior to such termination date.

Section 11. Insurance

A. CONSULTANT shall during the term hereof maintain in full force and effect the following insurance:

(i) a commercial general liability policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the CONSULTANT's performance of services pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000.00 per occurrence and \$2,000,000 in the aggregate for injury to persons (including death), and for property damage;

(ii) A policy of automobile liability insurance covering any vehicles owned and/or operated by CONSULTANT, its officers, agents, and employees, and used in the performance of this Agreement with policy limits of not less than \$1,000,000.00 combined single limit and aggregate for bodily injury and property damage;

(iii) Statutory Worker's Compensation Insurance at the statutory limits and employers Liability covering all of CONSULTANT's employees involved in the provision of services under this Agreement with policy limit of not less than \$1,000,000.00, and

(iv) Professional Liability/Errors and Omissions coverage covering negligent acts, errors and omissions in the performance of professional services with policy limit of not less than \$1,000,000.00.

B. All insurance and certificate(s) of insurance shall contain the following provisions: (1) name CITY as additional insured as to all applicable coverage with the exception of Workers Compensation Insurance and Professional Liability/Errors and Omissions coverage; (2) provide for at least thirty (30) days prior written notice to CITY for cancellation or non-renewal of the insurance; and (3) provide for a waiver of subrogation against CITY for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance, except for Professional Liability/Errors and Omissions coverage. CONSULTANT shall provide written notice to CITY of any material change of or to the insurance required herein.

C. All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.

D. A certificate of insurance evidencing the required insurance and all endorsements shall be submitted prior to commencement of services, and upon request by CITY.

Section 12. Indemnification For Injury and Performance

CITY shall not be liable for any loss, damage, or injury of any kind or character to any person or property arising from the services of CONSULTANT pursuant to this agreement. CONSULTANT hereby waives all claims against CITY, its officers and employees (collectively referred to in this section as "CITY") for damage to any property or injury to, or death of, any person arising at any time and from any cause other than the negligence or willful misconduct of CITY or breach of CITY's obligations hereunder. CONSULTANT agrees to defend, indemnify and hold harmless CITY from any damages (including court costs and reasonable attorneys' fees) and actions of any kind by reason of injury to or death of any person or damage to or loss of property to the extent caused by CONSULTANT's willful misconduct or the negligent

performance of services under this Agreement or by reason of any negligent act or omission on the part of CONSULTANT, its officers, directors, employees, contractor, successors or permitted assigns (except when such liability, claims, suits, costs, injuries, deaths or damages arise from or are attributed to negligence of CITY, in whole or in part, in which case CONSULTANT shall indemnify CITY only to the extent or proportion of negligence attributed to CONSULTANT. CONSULTANT's obligations under this section shall be not limited to the limits of coverage of insurance maintained or required to be maintained by CONSULTANT under this Agreement. This provision shall survive the termination of this Agreement.

Section 13. Assignment

CONSULTANT shall not assign or sublet this Agreement, or any part thereof, without the prior written consent of CITY.

Section 14. Applicable Laws

CONSULTANT shall comply with all Federal, State, County and Municipal laws, ordinances, regulations, safety orders, resolutions and building codes relating or applicable to services to be performed under this Agreement. The laws of the State of Texas shall govern this Agreement without regard to any choice of law rules; and venue for any action concerning this Agreement shall be in the State District Court of Dallas County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said court.

Section 15. Default of CONSULTANT

In the event CONSULTANT fails to comply or becomes disabled and unable to comply with the provisions of this Agreement as to the quality or character of the service or time of performance, and the failure is not corrected within ten (10) days after written notice by CITY to CONSULTANT, CITY may at its sole discretion without prejudice to any other right or remedy:

A. Terminate this Agreement and be relieved of the payment of any further consideration to CONSULTANT except for all work determined by CITY to be satisfactorily completed prior to termination. Payment for work satisfactorily completed shall be for actual costs, including reasonable salaries and travel expenses of CONSULTANT to and from meetings called by CITY at which CONSULTANT is required to attend, but shall not include any loss of profit of CONSULTANT. In the event, of such termination, CITY may proceed to complete the services in any manner deemed proper by CITY, either using its own forces or by contracting with others.

B. CITY may, without terminating this Agreement or taking over the services, furnish the necessary materials, equipment, supplies and/or help necessary to remedy the situation, at the expense of CONSULTANT.

Section 16. Adjustments in Services

No claims for extra services, additional services or changes in the services will be made by CONSULTANT without a written agreement with CITY prior to the performance of such services.

Section 17. Execution becomes Effective

This Agreement will be effective upon the last date of execution of the Agreement by and between CONSULTANT and CITY.

Section 18. Amendments

This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and there are no oral understandings, statements or stipulations bearing upon the meaning or effect of this Agreement which have not been incorporated herein. This Agreement may only be modified, amended, supplemented or waived by a written instrument executed by the parties except as may be otherwise provided therein.

Section 19. Severability.

In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

Section 20. Independent Contractor.

It is understood and agreed by and between the parties that CONSULTANT, in satisfying the conditions of this Agreement, is acting independently, and that the CITY assumes no responsibility or liabilities to any third party in connection with CONSULTANT's actions. All services to be performed by CONSULTANT pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of CITY. CONSULTANT shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement. There is no intended third-party beneficiary to this Agreement.

Section 21. Right-Of-Access.

CITY will obtain and/or furnish right-of-access on any project site for CONSULTANT to perform any required studies, surveys, tests or other necessary investigations in relation to any Scope of Work CONSULTANT will take reasonable precautions to minimize damage to the personal or real property in the performance of such surveys, tests, studies and investigations.

Section 22. Notice.

Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier or by confirmed telefax or facsimile to the address specified below, or to such other party or address as either party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If to CITY: City Manager

(Physical Address) City of Farmers Branch
13000 William Dodson Pkwy
Farmers Branch, Texas 75234

(With copies to): Peter G. Smith
Nichols, Jackson, Dillard, Hager & Smith, L.L.P.
1800 Ross Tower
500 North Akard, Suite 1800
Dallas, Texas 75201

If to CONSULTANT: Aaron G. Weegar, PG
Senior Geologist and Business Manager
Weegar-Eide & Associates, LLC
9706 Sorrento Court
Austin, Texas 78759

Section 23. Counterparts.

This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all the parties hereto.

Section 24. Exhibits.

The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

Section 25. Survival of Obligations.

Any of the representations and obligations of the parties, as well as any rights and benefits of the parties pertaining to a period following the termination of this Agreement shall survive termination.

Section 26. Prohibition of Boycott Israel.

Consultant verifies that it does not Boycott Israel and agrees that during the term of this Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended. Effective September 1, 2019 this section does not apply if the Consultant is a sole proprietor, a non-profit entity or a governmental entity; and only applies if: (i) the Consultant has ten (10) or more fulltime employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement.

(Signature page to follow)

DRAFT

SIGNED AND AGREED this _____ day of _____, 2019

CITY:

By: _____
Charles S. Cox, City Manager

ATTEST:

Amy Piukana, City Secretary

APPROVED AS TO FORM:

Pete G. Smith, Attorney

SIGNED AND AGREED this _____ day of _____, 2019.

CONSULTANT:

Weegar-Eide & Associates, LLC

By: _____
Printed Name _____
Title: _____

EXHIBIT "A"
SCOPE OF WORK

**VITRUVIAN PARK DEVELOPMENT REPLACEMENT WATER SUPPLY WELL BID
DOCUMENT, FIELD INSPECTION, DATA ANALYSIS, AND REPORT**

The proposed Project is based on the scope of work summarized in the "Budgetary Cost Estimate for a Replacement Upper Trinity Group Aquifer Water Supply Well" document dated February 5, 2018 that was prepared by CONSULTANT for the CITY) and is incorporated into this Scope of Work by reference. The objective of the proposed Project is to drill and construct a groundwater supply well and associated pipeline and surface system infrastructure at the Vitruvian Park Development in the Town of Addison that pumps water from the Upper Trinity Group Aquifer (Paluxy Formation) at an instantaneous maximum rate of 50 gallons per minute (gpm) and a long-term average rate of up to approximately 30 gpm. This Paluxy Formation well is intended to provide improved groundwater quality conditions and serve as a replacement for the existing Woodbine Group Aquifer well currently located and operated at the Vitruvian Park Development.

The estimated total depth of the proposed Paluxy Formation well is 1,775 feet below ground level (BGL). The estimated length of the pipeline conveying water from this new well to Farmers Branch Creek is approximately 1,100 feet. Surface facilities will include a well pad site to allow for well drilling and future access to the well after its completion, a well enclosure, data links to the existing TOA supervisory control and data acquisition (SCADA) system for the current Woodbine Group Aquifer well, and associated water supply pump, valves, controls, and wiring hook ups. Electrical line power will be provided by the local utility service.

All drilling and construction elements of the project will be completed by contractors that work directly for the CITY and/or the Town of Addison. The responsibility of CONSULTANT for this project will be to serve as the representative of the CITY to: 1) design the well pad and infrastructure and prepare the bid documents for the project; 2) review bids and provide input to the CITY and Town of Addison (as applicable) regarding the quality and completeness of the bids; 3) coordinate the project preparations prior to the start of field work; 4) provide field inspection of the site work and collect field data such as water samples and well performance tests; and 5) analyze the field data and prepare a project report for submittal to the CITY and Town of Addison (as applicable).

The general tasks items 1 through 5 (summarized above) are discussed in greater detail in the following section of this scope of work document. This discussion outlines the individual Project tasks and provides a cost estimate for each. This task and cost summary are provided as follows:

Task 1 Well Pad and Infrastructure Design and Bid Document Preparation

CONSULTANT will coordinate with the CITY, Town of Addison, the Vitruvian Park Development site owner (UDR, Inc. - UDR), and the Texas Commission on Environmental Quality (TCEQ) to establish the final scope of work and project schedule for the project. The objective is to begin well drilling in early 2020.

Once the final project scope of work and schedule has been established, CONSULTANT will subcontract TRC Environmental Corporation (TRC) to assist in the design of the well pad, pipeline, and other applicable elements of the subsurface infrastructure. In addition, Weegar-Eide will subcontract with Prime Controls to design the surface controls and SCADA system linkage for the project. CONSULTANT will be responsible for the design of the well. Once this coordination and design work is complete, CONSULTANT will integrate the design elements together and prepare bid documents to be sent out to the list of bidders approved by the CITY and Town of Addison. These bid documents will be of sufficient detail to enable the bidders to fully understand the project and submit a complete and accurate bid. While TRC and Prime Controls will participate in the Project design work, they will not review the bids. This will ensure fairness and transparency in the event that either company decides to submit a bid for the applicable elements of the system construction project. The drilling contractors may elect to carry the surface system construction elements of the project as part of their bids, or separate drilling and construction contractors may be selected. In either case, **the estimated time and cost for Well Pad and Infrastructure Design and Bid Document Preparation (Task 1) is 10 weeks and \$115,000 (including \$55,000 for TRC and \$10,000 for Prime Controls).**

Task 2 Bid Review

Weegar-Eide will review the contractor bids on behalf of the CITY and Town of Addison(as applicable) and provide input regarding the quality and completeness of the bids. A bid analysis report will be prepared by CONSULTANT. **The estimated time and cost estimate for Bid Review (Task 2) is two weeks and \$14,000.**

Task 3 Pre-Construction Project Coordination

Following selection of the successful bidder(s) for this project, CONSULTANT will coordinate with the successful bidder(s), CITY, Town of Addison, UDR, TCEQ, and applicable local authorities to ensure that satisfactory site access, traffic coordination, utility clearance, tree trimming at the well pad site, silt fence and security fence installation, and other pre-construction tasks are completed so that the project can be started in a manner that maximizes communication and minimizes site disruption. **The estimated time and cost for Pre-Construction Project Coordination (Task 3) is three weeks and \$12,500.**

Task 4 Field Inspection of Site Work and Data Collection

Weegar-Eide will serve as the owner's representative during the completion of the project field work. As part of this task, CONSULTANT will have field personnel present to inspect all elements of the project field work. Daily reports will be provided to the COFB and TOA (as applicable)

that summarize the work completed each day for schedule and budget tracking purposes. This project task will also include the collection of water quality samples and well performance test data. **The estimated time and cost for Field Inspection of Site Work and Data Collection (Task 4) is 50 days and \$93,000 for well installation and testing, and three weeks and \$30,800 for well pad, pipeline, and surface infrastructure systems.**

Task 5 Analyze the Field Data and Prepare Project Report

analyze the water quality and well performance test data and prepare a project report for submittal to the COFB and TOA (as applicable). This report will provide a comprehensive record of the project and will include a narrative discussion of the work completed and testing results, field daily reports, pipe records, cementing reports, geophysical logs, inclination surveys, as-built drawings, equipment operation manuals provided by the service suppliers, and other applicable information. **The estimated time and cost to Analyze the Field Data and Prepare the Project Report (Task 5) is four weeks and \$27,500.**

Scope and Cost Summary

This Project is proposed on a time and materials basis subject to the terms and conditions stated in the Professional Services Agreement and the Scope of Work and CONSULTANT 2019 Professional Rate Schedule (Attachment 1 to Exhibit “A”). The proposed Project cost estimate is based on several assumptions regarding the final scope of the Project, schedule, weather conditions, well performance, and other variables that cannot be known with certainty at this time. Adjustments to the Project scope and associated costs are needed, they must be requested in writing by CONSULTANT and must be approved in writing by the CITY prior to implementation.

The proposed Project budget is **\$292,800** for Tasks 1 through 5. This is a not to exceed limit subject to the written approval of the CITY. However, given the uncertainties regarding the project field schedule associated with possible wet weather delays, uncertainty regarding how much travel to the site or CITY or Town of Addison may be needed for Project coordination and planning purposes, and what final level of detail will be required for the formal bid documents, we recommend applying a 20% budget contingency factor for this Project. That would increase the estimated not to exceed Project cost limit to **\$351,360**.

ATTACHMENT 1
2019 PROFESSIONAL RATE SCHEDULE

<u>Labor Category</u>	<u>Hourly Rate</u>
Program Manager	\$200
Senior Project Manager	\$175
Project Manager/Sr. Technical Staff	\$150
Technical Staff II	\$125
Technical Staff I	\$100
Technical Support Staff	\$75
Administrative Support Staff	\$50

Third-Party Expense Charge

A third-party expense charge of up to 15% may be applied to all third-party cost items, including: travel, living expenses, subcontractors, rentals, plots, scans, geophysical logs and other data, reference publications, materials, and supplies.

Field Charges

A field labor rate of up to \$1,500 per day may be charged for a 12-hour field day. Standard field per diem charges may include \$150 per day for field vehicle and \$150 per day for motel and meals. Company vehicles may be charged at either a rate of \$150 per day or based on the currently published government mileage rate. Charges associated with rental vehicles and equipment, lodging, and the extended use of cellular telephones may also be invoiced as a third-party charge.

Associate Staff

Associate staff may be employed based on the specific needs of each project. These personnel may be charged at the applicable professional labor rate (summarized above) based on their experience and education or may be billed as a third-party charge.

Expert Witness Testimony

Expert witness, hearing, and deposition testimony, including preparation and standby, will be charged at two times the applicable professional labor rate (summarized above).