

**HEJL, LEE &  
ASSOCIATES, INC.**

TBPE FIRM NO. F-755  
TBPLS FIRM NO. 10058500

DANIEL P. HEJL, JR.  
P.E., R.P.L.S., AICP

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ENGINEERING  
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November 20, 2020

Ms. Mary Condon, Mayor  
City of Florence  
106 S. Patterson Street  
Florence, TX 76527

REF: **City of Florence 5-Year Water & Wastewater Impact Fee Update**  
HLA Project No. 89614

Dear Mayor Condon,

Hejl, Lee & Associates, Incorporated (HLA) is pleased to present the attached agreement for providing professional services to assist the City in performing update to the Impact Fee for Water & Wastewater Utilities.

Please find attached agreement for the above referenced project. Should this agreement be acceptable to you, please sign the agreement and return a copy to our office.

We appreciate the opportunity to work with your office and the City on this project.

Yours very truly,  
**HEJL, LEE & ASSOCIATES, INC.**



Daniel P. Hejl, Jr., P.E., R.P.L.S., AICP  
Principal

## PROFESSIONAL SERVICES AGREEMENT

**DATE:** November 20, 2020 **PROJECT NO:** 89614  
**COMPANY/CLIENT** City of Florence **TELEPHONE:** (254) 793-2490  
**NAME:** Honorable Mary Condon **FAX:** N/A  
Mayor  
**ADDRESS:** 106 S. Patterson St. **E-MAIL:** Mayor@florencetex.com  
Florence, TX. 76527

**HEJL, LEE & ASSOCIATES, INC. IS HEREBY AUTHORIZED TO PERFORM SERVICES IN CONNECTION WITH THE FOLLOWING PROJECT(S):**

**PROJECT NAME:** City of Florence Water & Wastewater Impact Fee 5-Year Update

**SCOPE OF SERVICES AND PROJECT DESCRIPTION:** Hejl, Lee & Associates, Inc. (HLA) shall assist the City of Florence by providing professional services to perform the 5-Year update to the existing Water & Wastewater Impact Fee. The services shall include but not be limited to the following tasks:

1. Evaluate the existing Impact Fee Ordinance including the proposed Water & Wastewater Capital Improvements Plan;
2. Meet w/City staff to discuss previous and proposed capital improvement projects;
3. Develop a sketch of the City's City Limits, ETJ, and existing and proposed Water & Wastewater service area plan;
4. Prepare a sketch showing proposed limits of water and wastewater planning areas based on City staff and City Council comments;
5. Evaluate existing water and wastewater infrastructure including but not limited to wastewater treatment plant capacity, lift station capacity, existing wastewater line capacity, water resource capacity, water treatment capacity, water storage and pressurization system capacity, etc.
6. Coordinate with City staff on existing water & wastewater utility customer data and usage base;
7. Develop assumptions for water and wastewater demand per historical documents and best management practices;
8. Meet with staff, City Council and Impact Fee Advisory Committee to discuss mechanics of developing the water and wastewater impact fee update, the state requirements for performing the update, land use assumptions, water and wastewater use assumptions, existing system capacity and proposed list of Capital Improvement projects to accommodate future development, etc.
9. Develop population growth estimates from historical data and possible future land development projects;
10. Update the existing capital improvements plan including project list, engineer's opinion of probable cost to perform the projects and impact fee documents;
11. Review current outstanding and proposed debt issuances and grant agreements in order to distribute and recover the costs of current and proposed system capacities per Chapter 395 including current water and wastewater utility rates;
12. Calculate maximum allowable impact fee and corresponding credit;
13. Prepare draft impact fee ordinance to replace the existing ordinance;
14. Update the economic model and impact fee documents to incorporate staff, City Council and Impact Fee Advisory Committee comments and accommodate alternative financing structures;
15. Participate in various meetings w/Staff, City Council and Impact Fee Advisory Committee; and,
16. Coordinate with City and City Attorney in updating the Impact Fee Ordinance as needed.

SEE THE FOLLOWING FOR SPECIFIC TERMS AND CONDITIONS PERTINENT TO AND PART OF THIS AGREEMENT.

#### **REIMBURSABLE EXPENSES:**

Reimbursable expenses are defined as follows and shall be invoiced at direct cost (invoice) plus 10% for overhead:

1. Reproduction of documents.
2. Shipping and mailing expenses.
3. Long distance telephone and telecopies (FAX).
4. Any other disbursements, application fees, etc., made on behalf of **the City of Florence**.

#### **INFORMATION TO BE PROVIDED BY THE CITY OF FLORENCE**

The City of Florence shall provide the following information to HLA in a timely manner for HLA to commence the project:

1. All related information as provided by **the City including copies of all available previous impact fee ordinance planning studies, ordinances, capital improvement plans, etc.**
2. Available maps including but not limited to most recent water and wastewater system maps, plant and pump station maps/drawings, water system flow data, monthly operating reports, TCEQ correspondence, wastewater treatment plant flow and performance data, water resource data, wholesale water contract w/City of Georgetown, etc.

#### **INDEMNIFICATION:**

**The City of Florence** agrees to hold harmless HLA for and against all claims, damages, awards and costs of defense arising out of delays in HLA's performance resulting from events beyond HLA's control.

#### **RISK ALLOCATION:**

In recognition of the relative risks, rewards and benefits of the project to both the **City of Florence** and HLA, the risks have been allocated such that the **City of Florence** agrees that, to the fullest extent permitted by law, HLA's total liability to **the City of Florence** for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement from any cause or causes, shall not exceed HLA's fee collected or applicable insurance policy coverage, whichever is higher. Such causes include, but are not limited to, HLA's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

The Firm of HLA, hereby agrees to identify how to defend and hold **the City of Florence** harmless from any and all losses, costs, liability, causes of actions, claims, fines, judgments, damages or other expenses including without limitation, interest, penalties and attorney fees of any kind and nature arising out of, the result of or related to HLA, negligence, errors or omissions, strict liabilities, breach of contract, or breach of warranty as of a result of any services provided to **the City of Florence**.

#### **TERMINATION:**

1. This agreement between **the City of Florence** and HLA may be terminated by either party upon seven days' written notice in the event of persistent failure of performance of the material terms and conditions of this agreement by the other party through no fault of the terminating party.
2. If this agreement is terminated during the course of performance of the work, HLA shall be paid the reasonable value of the services performed during the period prior to the effective dates of termination of the agreement.

3. If, prior to termination of this agreement, any work designed or specified by HLA during any phase of the work is suspended in whole or in part for more than three months or abandoned after written notice from **the City of Florence**, HLA shall be paid for such services performed to receipt of such notice.

**SERVICES NOT INCLUDED:**

1. Water/wastewater quality and quantity monitoring/sampling/testing;
2. Design services; and,
3. Other services not specifically referenced within this agreement.

**TIME & MATERIALS NOT TO EXCEED:      \$39,875\***

\*Hejl, Lee & Associates, Inc. \$21,500  
Capex Consulting              \$18,375

Any additional service will be invoiced on an hourly basis; the rates shall be those that prevail at the time services are rendered. Current rates are as follows:

Principal	\$200/Hour
Project Manager	\$185/Hour
Engineer	\$125/Hour

**BILLINGS/PAYMENTS:**

Invoices for HLA's services shall be submitted, at HLA's option, either upon completion of such services or on a monthly basis. Invoices shall be payable within 30 days after the invoice date. All billings over thirty (30) days past due will be subject to interest charges of 1-1/2% per month on the unpaid balance.

In the event any or all of the account remains unpaid in full ninety (90) days after initial billing, the Client shall be responsible for all costs of collection including reasonable attorney's fees.

**DOCUMENT RETENTION POLICY**

The firm will retain the final documents, record drawings, and correspondence for a period of time, not exceeding five years, after the project is closed. The firm reserves the right to keep the documents only in electronic form. The client is entitled to receive and make copies of any of the documents during that period of time at the client's expense. All documents for the project will be destroyed after the five-year retention.

**MEDIATION:**

Prior to arbitration or litigation, the parties shall endeavor to settle disputes by mediation unless the parties mutually agree otherwise. Demand for mediation shall be filed in writing with the other party to this Agreement. A demand for mediation shall be made within a reasonable time after the claim; dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

**ACCEPTED:**      CITY OF FLORENCE

**BY:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_