

SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

This is an Agreement between the **City of Killeen, Texas** (Owner) and **Scheibe Consulting, LLC** (Engineer). Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as **Low Water Crossing Phase 1** (Project). Engineer's services under this Agreement (Services) are generally identified as Civil **to assist with the design and construction for the Low Water Crossing Phase 1 project.**

Owner and Engineer further agree as follows:

1.01 Services of Engineer

- A. Engineer shall provide or furnish the Services set forth in this Agreement, and any Additional Services authorized by Owner and consented to by Engineer.

2.01 Owner's Responsibilities

- A. Owner shall provide Engineer with existing Project-related information and data in Owner's possession and needed by Engineer for performance of Engineer's Services. Owner will advise the Engineer of Project-related information and data known to Owner but not in Owner's possession. Engineer may use and rely upon Owner-furnished information and data in performing its Services, subject to any express limitations applicable to the furnished items.
 - 1. Following Engineer's assessment of initially-available Project information and data, and upon Engineer's request, Owner shall obtain, furnish, or otherwise make available (if necessary through retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Services; or, with consent of Engineer, Owner may authorize the Engineer to obtain or provide all or part of such additional information and data as Additional Services.
- B. Owner shall provide necessary direction and make decisions, including prompt review of Engineer's submittals, and carry out its other responsibilities in a timely manner so as not to delay Engineer's performance. Owner shall give prompt notice to Engineer whenever Owner observes or otherwise becomes aware of (1) any relevant, material defect or nonconformance in Engineer's Services, or (2) any development that affects the scope or time of performance of Engineer's Services.

2.02 Owner's Instructions Regarding Bidding/Proposal and Front-End Construction Contract Documents

- A. Owner shall give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable) and Owner's construction contract practices and requirements, and furnish to Engineer (or give specific directions requesting Engineer to use copies already in Engineer's possession) the following:

1. Owner's standard contract forms, general conditions (if other than the current edition of EJCDC® C-700, Standard General Conditions of the Construction Contract), supplementary conditions, text, and related documents and content for Engineer to include in the draft Bidding/Proposal Documents, and in draft Front-End Construction Contract Documents;
 2. insurance and bonding requirements;
 3. protocols for electronic transmittals during bidding and construction;
 4. Owner's safety and security programs applicable to Contractor and other Constructors;
 5. diversity and other social responsibility requirements;
 6. bidding and contract requirements of funding, financing, or regulatory entities;
 7. other specific conditions applicable to the procurement of construction or contract documents;
 8. any other information necessary for Engineer to assist Owner in preparing its Bidding/Proposal Documents and Front-End Construction Contract Documents.
- B. Owner shall have responsibility for the final content of (1) such Bidding/Proposal Documents, and (2) such Front-End Construction Contract Documents, other than content furnished by Engineer concerning the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters.
9. Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.
- C. If there will be an advertisement soliciting bids for construction, Owner shall place and pay for such advertisement.

3.01 Schedule for Rendering Services

- A. Engineer shall complete its Services within the following specific time period: **The duration of this activity is anticipated for 18 months from May 1, 2026, to 11/1/2027.** If no specific time period is indicated, Engineer shall complete its Services within a reasonable period of time.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's Services is impaired, or Engineer's Services are delayed or suspended, then the time for completion of Engineer's Services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

4.01 Invoices and Payments

- A. Invoices: Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.
- B. Payment: As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in this Paragraph 4.01, Invoices and Payments. If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

- C. Failure to Pay: If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer's invoice, then (1) the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; (2) in addition Engineer may, after giving 7 days' written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges, and in such case Owner waives any and all claims against Engineer for any such suspension; and (3) if any payment due Engineer remains unpaid after 90 days, Engineer may terminate the Agreement for cause pursuant to Paragraph 5.01.A.2.
- D. Reimbursable Expenses: Engineer is entitled to reimbursement of expenses only if so indicated in Paragraph 4.01.E or 4.01.F. If so entitled, and unless expressly specified otherwise, the amounts payable to Engineer for reimbursement of expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external expenses allocable to the Project, including Engineer's subcontractor and sub-consultant charges, with the external expenses multiplied by a factor of **10%**.
- E. Basis of Payment
 - 1. Lump Sum. Owner shall pay Engineer for Services as follows:
 - a. A Lump Sum amount of **\$130,563.05**.
 - b. In addition to the Lump Sum amount, reimbursement of the following expenses: None.
 - c. The portion of the compensation amount billed monthly for Engineer's Services will be based upon Engineer's estimate of the percentage of the total Services actually completed during the billing period.
- F. Additional Services: For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services. Engineer's standard hourly rates are attached as Appendix 2.

5.01 Insurance

- A. Contractor shall procure and maintain insurance in the amounts as described in Appendix 1.
- B. On all policies, except Worker's Compensation, City shall be listed as an additional insured with a full waiver of subrogation. A certificate of coverage shall be provided to the City prior to commencing work on the Project.

6.01 Termination

- A. Termination for Cause
 - 1. Either party may terminate the Agreement for cause upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement, through no fault of the terminating party.
 - a. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.01.A.1 if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds

diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein will extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. In addition to its termination rights in Paragraph 6.01.A.1, Engineer may terminate this Agreement for cause upon 7 days' written notice (a) if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional, (b) if Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, (c) if payment due Engineer remains unpaid for 90 days, as set forth in Paragraph 4.01.C, or (d) as the result of the presence at the Site of undisclosed Constituents of Concern as set forth in Paragraph 6.01.I.
 3. Engineer will have no liability to Owner on account of any termination by Engineer for cause.
- B. Termination for Convenience: Owner may terminate this Agreement for convenience, effective upon Engineer's receipt of notice from Owner.
- C. Payments Upon Termination: In the event of any termination under Paragraph 5.01, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement, and to reimbursement of expenses incurred through the effective date of termination. Upon making such payment, Owner will have the limited right to the use of all deliverable documents, whether completed or under preparation, subject to the provisions of Paragraph 6.01.F, at Owner's sole risk.
1. If Owner has terminated the Agreement for cause and disputes Engineer's entitlement to compensation for services and reimbursement of expenses, then Engineer's entitlement to payment and Owner's rights to the use of the deliverable documents will be resolved in accordance with the dispute resolution provisions of this Agreement or as otherwise agreed in writing.
 2. If Owner has terminated the Agreement for convenience, or if Engineer has terminated the Agreement for cause, then Engineer will be entitled, in addition to the payments identified above, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's subcontractors or subconsultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Paragraph 4.01.F.

7.01 General Considerations

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not

limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

- B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor will Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- D. Engineer's opinions of probable construction cost (if any) are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents, other than those made by Engineer.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Engineer grants to Owner a limited license to use the deliverable documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the deliverable documents, and subject to the following limitations:
 - 1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
 - 2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and subconsultants;
 - 3. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and subconsultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and

4. such limited license to Owner shall not create any rights in third parties.
- G. Owner and Engineer agree to transmit, and accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- H. Waiver of Damages; Limitation of Liability: To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's officers, directors, members, partners, agents, employees, subconsultants, and insurers, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$100,000 or the total amount of compensation received by Engineer, whichever is greater.
- I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.
- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute will be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
- K. This Agreement is to be governed by the laws of the State of Texas and the venue for any exercise of rights at law shall be Bell County.
- L. Engineer's Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

8.01 Definitions

- A. Constructor—Any person or entity (not including the Engineer, its employees, agents, representatives, subcontractors, and subconsultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- B. Constituent of Concern—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), lead based paint (as defined by the HUD/EPA standard), hazardous waste,

and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to laws and regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

9.01 Successors, Assigns, and Beneficiaries

A. Successors and Assigns

1. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 8.01.A.2 the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
2. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

- B. Beneficiaries: Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

10.01 Total Agreement

- A. This Agreement (including any expressly incorporated attachments) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

11.01 Contract Verification

- A. In the event that Engineer employs at least ten (10) full-time employees and the total cost for this Agreement, as described in Paragraph 4.01(E), is at least one-hundred thousand dollars (\$100,000), Engineer verifies that it does not and will not during the term of this Agreement:
1. boycott Israel, as defined by Texas Government Code section 808.001;
 2. boycott energy companies, as defined by Texas Government Code section 809.001; or
 3. discriminate against a firearm entity or firearm trade association, as defined by Texas Government Code section 2274.001.

Attachments: Appendix 1, Engineer's Required Insurance Coverage
Appendix 2, Engineer's Standard Hourly Rates

(signature page follows)

This Agreement's Effective Date is _____, 20_____.

Owner:

City of Killeen
(name of organization)

By: Judith Tangalin
(authorized individual's signature)

Date: _____
(date signed)

Name: _____
(typed or printed)

Title: Executive Director of Finance
(typed or printed)

Address for giving notices:

P.O. Box 1329
Killeen, Texas 76541

Designated Representative:

Name: Andrew Zagars, P.E.
(typed or printed)

Title: City Engineer
(typed or printed)

Address:

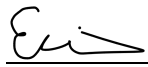
3201-A South WS Young Drive
Killeen, TX 76542

Phone: 254-616-3179

Email: azagars@killeentexas.gov

Engineer:

Scheibe Consulting, LLC
(name of organization)

By: 
(authorized individual's signature)

Date: 4/17/26
(date signed)

Name: Eric C. Scheibe, PE
(typed or printed)

Title: President
(typed or printed)

Address for giving notices:

11612 Bee Cave Rd., Bldg. 1, Ste. 240
Austin, TX 78738

Designated Representative:

Name: Eric C. Scheibe, PE
(typed or printed)

Title: President
(typed or printed)

Address:

11612 Bee Cave Rd., Bldg. 1, Ste. 240
Austin, TX 78738

Phone: 512-252-8634

Email: escheibe@scheibeconsulting.com

This is **Appendix 1, Engineer's Required Insurance Coverage**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated [04/16/2026].

ENGINEER'S REQUIRED INSURANCE COVERAGE

In accordance with Paragraph 5.01.A of the Agreement, the insurance that Engineer must procure and maintain, and the policy limits of such insurance, are as follows:

Coverage	Policy limits of not less than:
Workers' Compensation	
State	Statutory
Employer's Liability	
Each accident	\$ 500,000
Each employee	\$ 500,000
Policy limit	\$ 500,000
Commercial General Liability	
General Aggregate	\$ 2,000,000
Personal and Advertising Injury	\$ 1,000,000
Bodily Injury and Property Damage—Each Occurrence	\$ 1,000,000
Automobile Liability	
Bodily Injury	
Each Person	\$ 500,000
Each Accident	\$ 500,000
Property Damage	
Each Accident	\$ 500,000
Or	
Combined Single Limit	
Combined Single Limit (Bodily Injury and Property Damage)	\$ 500,000
Excess or Umbrella Liability	
Each Occurrence	\$ 4,000,000
General Aggregate	\$ 4,000,000
Professional Liability	
Each Claim	\$
Annual Aggregate	\$
Unmanned Aerial Vehicle Liability Insurance	
Each Claim	\$
General Aggregate	\$
Other Insurance [Specify]	
Each Claim	\$
General Aggregate	\$

This is **Appendix 2, Engineer's Standard Hourly Rates**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated **[04/16/2026]**.

ENGINEER'S STANDARD HOURLY RATES

A. Standard Hourly Rates:

1. Standard Hourly Rates are set forth in this Appendix 2 and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Paragraph 4.01 and are subject to annual review and adjustment.

B. Schedule of Hourly Rates:

Billing Class	Rate
Project Principal	\$ 280/hour
Project Manager	\$ 280/hour
Senior Engineer	\$ 250/hour
Engineer VI	\$ 220/hour
Engineer V	\$ 200/hour
Engineer IV	\$ 175/hour
Engineer III	\$ 165/hour
Engineer II	\$ 155/hour
Engineer I	\$ 145/hour
EIT III	\$ 130/hour
EIT II	\$ 125/hour
EIT I	\$ 115/hour
CAD Tech III	\$ 105/hour
Drone Survey Crew	\$ 250/hour
2-Man Survey Crew	\$ 200/hour
RPLS	\$ 185/hour
Admin III	\$ 95/hour

04/17/2026
1000-25-0091v4

Andrew Zagars, P.E.
City Engineer
Engineering Division
3201-A S.W.S Young Drive
City of Killeen, Texas 76542-6157
P 254-616-3179 | F 254-616-3182
azagars@killeentexas.gov

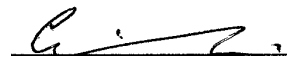
Subject: Proposal for Engineering Services for Design and Construction of the Low Water Crossing Phase 1 Project, Killeen, TX (28th Street Diversion Channel)

Scheibe Consulting, LLC was asked to provide a proposal for civil engineering services to assist with the design and construction of the S. 28th St Diversion Channel Project for the City of Killeen, TX

Attachment A is a lump sum fee proposal for engineering services. The lump sum fee will be billed monthly based on percent complete.

I appreciate the opportunity to be of service. Please let me know if you have any questions.

Sincerely,
Scheibe Consulting, LLC



Eric Scheibe, PE, CFM
President

ATTACHMENT A

SCOPE OF WORK

Design and Construction of the Low Water Crossing Phase 1 Project, Killeen , TX

Introduction

The City of Killeen has a desire to improve the drainage along S. 28th Street, near the intersection of S. 28th and BUS 190 in Killeen, TX (See **Figure A**). The main goal of this project is to improve drainage along the segment of S. 28th St ROW from BUS 190, north to the main channel of Nolan Creek. This design will follow current drainage design standards, as per the 2011 Drainage Design Standards Manual. These design standards specifically include:

- Design of open channels to convey the 25-yr flood,
- Design should ensure that the 100-yr flood is contained within dedicated easements and ROW,
- Design of storm sewers to convey the 25-yr flood, &
- Design of storm sewers and curb gutters to convey the 100-yr flood within dedicated ROW.

As part of the on-going Drainage Master Plan, Scheibe has a draft H&H model for the drainage area to this channel and will utilize this model for this effort.



Figure A – Project Area Map (Red is Existing Channel, Blue is Proposed Diversion)

The following is a summary of tasks needed to complete this project:

A. Project Management

ENGINEER will provide project management, coordination, schedule, and quality control activities. Progress activities will be reviewed with the CITY on a regular basis and any issues will be discussed as they are noted.

Prepare and submit monthly invoices based on engineer's estimate of percent complete. Each submittal will include a summary of activities of which the current invoice is covering costs incurred for that billing cycle. Invoice format and content will comply with the Master Services Agreement. The duration of this activity is anticipated for 18 months (design through construction).

Develop project schedule primarily evaluating timing between the various tasks and the anticipated construction schedule. Schedule to be updated following the completion of each task below.

For the duration of the contract, conduct monthly project team meetings to be attended in-person or virtually as necessary with CITY to discuss ongoing progress of the project. All meetings described below are inclusive of this effort unless specifically identified and quantified separately. ENGINEER will prepare agenda for each meeting and subsequent minutes. It is assumed that there will be 6 virtual meetings total for the duration of the design.

Quality control activities are assumed to include internal review of subconsultants work, review of internal staff activities, review of subconsultant invoices, and overall quality control reviews for all submittals to the CITY.

Coordination is anticipated to include the following agencies:

- KILLEEN

Deliverables will include:

- *Meeting Minutes*
- *Monthly Invoices and Progress Report*

B. Data Collection

Consultant will initiate field data collection for the project site, which will consist of the following:

1. Field topographic and boundary survey of the project area.
2. Survey of Existing Stomsewer System in project area.
3. Bathymetric/Topographic Survey for approximate outfall location of open channel
4. Right-of-Entry for all private property needing access.
5. *Geotechnical data collection is excluded from this scope. If this is required to better define rock layers and outfall structure foundation layers, then additional scope and fee will be necessary.*
6. Environmental investigation – *It is assumed that all activities will remaining outside the OHWM and no environmental permitting will be required.*

Various reports, figures, and memos will be provided at the completion of this task.

Deliverables will include:

- *CAD file for Survey in Surface Coordinates*
- *PDF of existing survey*
- *Boundary/ROW Survey*
- *Geotechnical Engineering Report*

C. Environmental Permitting

No Environmental permitting is anticipated for this project as it is assumed that all proposed improvements will remain outside the limits of Waters of the US.

D. Preliminary Design Services

Consultant will develop a preliminary design to assist with the final site layout and channel configuration. This may require multiple iterations to accommodate potential properties that can be acquired, as not all landowners have been contacted to-date on the sell of their land or easement acquisition needs. The preliminary design will include 30% level design drawings, calculations, figures, and supporting information necessary for identifying the final location of this proposed channel. This effort will also

include an H&H analysis, using the latest Killeen DMP model for the watershed in question. This model will be refined and modified to include detailed bridge/culvert survey data, and stormsewer data. The DMP model will likely be converted to an InfoWorks ICM model to simulate the 2D hydraulics and stormsewer system.

E. Right-of-Way Acquisition (Supplemental Services)

It is assumed that no easement or ROW will be required for this project. Should this assumption no longer be valid through the course of the design effort, then additional services may be warranted.

As such, a supplemental fee and scope have been developed in the event ROW or easements are necessary and can be executed by the City if desired. These supplemental services will include the following:

*Consultant will assist with the ROW acquisition for this project. ROW effort includes easement field notes, easement document preparation, and development of necessary figures. **City will be responsible for obtaining an appraiser and coordination with landowner to acquire necessary easements and/or Rights of Way for this project.***

F. Final Design Services

Consultant will develop final design construction plans based on the final selected diversion channel alignment. The final design will account for any geotechnical engineering, environmental scientist, and the field topographic conditions data provided. Consultant will develop full civil construction plans, specifications, and bid package for use in bidding this project out to the contractor community. Services will include 90%, and 100% CD submittals, specifications, and construction cost estimates for each submittal milestone. Final design will be submitted to the respective permitting authorities.

This project is located within the 100-yr Zone AE and Floodway of Nolan Creek. As a result a no-rise scenario is required to be achieved within the proposed improvements. Although most of this project will include a cut scenario, there is a change for some minor fill at the outfall of the proposed diversion channel and Nolan Creek. Scheibe will utilize the Nolan Creek FPP model to evaluate these improvements within the Nolan Creek floodplain and ensure a no-rise scenario is achieved. It is assumed that no coordination with FEMA will be required for this project and no LOMR or CLOMR will be necessary.

G. Bid Phase Services

ENGINEER will prepare construction bid documents, including contract language, specifications, bond requirements, bid tab, and bid opening dates. ENGINEER will be available to respond to RFIs, the Pre-Bid Meeting, Bid Opening Meeting, review of bids, interview of bidders, and assistance with final selection. ENGINEER will be available to assist with review of bond documents and ensure all contract documents are signed prior to issuance of notice-to-proceed.

Deliverables will include:

- *Bid Contract Documents*
- *Pre-Bid Meeting Presentation*

- *Bid Tab*
- *Recommendation Letter for selected contractor*

H. Construction Phase Services

ENGINEER will assist with construction phase services once a contractor is selected. ENGINEER will assist with RFIs, CO requests, Periodic Site Inspections, Pay App reviews, regular project meetings, coordination with CITY and contractor, and submittal reviews.

RFIs will include a formal response to all Requests for Information, and will include tabulated list of RFIs and responses throughout the contract period. It is assumed that there will be two (2) RFIs for budgeting purposes.

Regular site Inspections are not provided as part of this effort.

Monthly Teams meetings will occur for the duration of the construction contract. These meetings are assumed to last 1 hour and will total 6 meetings.

Change Order (CO) Requests will be documented similar to the RFIs and will be reviewed per the contract language and for unit price consistency and reasonableness. All COs will be presented to the CITY prior to agreement and will include a support letter or denial letter from the ENGINEER. It is assumed that there will be one (1) Change Order for budgeting purposes.

Pay Application Reviews will include a formal review of all pay applications, a comparison of pay application requests to effort noted in the field, via period site inspections, and denial or approval by the ENGINEER. Pay Applications will be reviewed within 1 week of submittal by the contractor. It is assumed that there will be 6 total pay applications for a construction duration of 6 months.

Submittal reviews will be performed by the ENGINEER for each submittal provided by the Contractor. ENGINEER will provide formal submittal review stamps with concurrence or rejection and will maintain a log of submittals received and outstanding. ENGINEER will also provide a list of submittals needed from the contractor within 2 weeks of notice-to-proceed for construction. It is assumed that there will be four (4) submittals for materials to be reviewed.

Deliverables will include:

- *RFI Response Log*
- *CO Log*
- *Signed Pay Applications*
- *Meeting Minutes for Virtual Meetings*
- *Regular Site Inspections (excluded)*
- *Inspection Reports (excluded)*
- *Submittal Log and Submittal Review documents*

- *Final Punch List*
- *Final Approval Letter*

SCHEDULE

The ENGINEER will perform the services as described herein per the following schedule:

FEE (Lump Sum)

See attached **Exhibit A**. **The fee will be billed monthly based on percent complete.**

Low Water Crossing Phase 1

S. 28th St Diversion Project - Schedule																			
4/17/2026																			
Task	Description	Month																	
		5/1/2026	6/1/2026	7/1/2026	8/1/2026	9/1/2026	10/1/2026	11/1/2026	12/1/2026	1/1/2027	2/1/2027	3/1/2027	4/1/2027	5/1/2027	6/1/2027	7/1/2027	8/1/2027	9/1/2027	10/1/2027
A	Project Management																		
B	Data Collection																		
C	Environmental Permitting (N/A)																		
D	Preliminary Engineering		30%	30%	Rev														
E	Right-of-Way Acquisition (If Applicable)																		
F	Final Design Services					90%	90%	90%	Rev	100%									
G	Bid Phase Services																		
H	Construction Phase Services																		

EXHIBIT A - FEE SCHEDULE																										
Professional Service Description			Total Task Hours (Scheibe)	Total Task Cost	Staff																Expenses	Subconsultants				
					Project Principal	Project Manager	Senior Engineer	Engineer VI	Engineer V	Engineer IV	Engineer III	Engineer II	Engineer I	EIT III	EIT II	EIT I	CAD Tech III	RPLS	Drone Survey	2-Man Survey Crew		Admin III	Environmental - TBD	TBD	TBD - Geotech	Scheibe Sub Mark-up
					\$ 280.00	\$280.00	\$250.00	\$220.00	\$200.00	\$175.00	\$165.00	\$155.00	\$145.00	\$130.00	\$125.00	\$115.00	\$105.00	\$185.00	\$250.00	\$200.00	\$95.00	Fee	Fee	Fee	Fee	Fee
A Project Coordination			43.0	\$ 8,496.25																						
1		Meetings with CITY (6 Virtual)	6.0	\$ 1,680.00		6.0																\$ -	\$ -	\$ -	\$ -	\$ -
2		Invoice/Billing/Progress Reports (18 Total)	27.0	\$ 4,316.25		9.0															18.0	\$ 86.25	\$ -	\$ -	\$ -	\$ -
3		Internal Quality Control	10.0	\$ 2,500.00			10.0															\$ -	\$ -	\$ -	\$ -	\$ -
B Field Data Collection			137.5	\$ 24,479.00																						
1		Topographic / Tree Survey Data Collection	54.5	\$ 9,225.60		0.5					2.0						24.0	4.0		24.0		\$ 695.60	\$ -	\$ -	\$ -	\$ -
2		Bathymetric/Topo Survey Data Collection - Outfall	28.5	\$ 5,347.80		0.5				2.0							8.0	2.0		16.0		\$ 467.80	\$ -	\$ -	\$ -	\$ -
3		Boundary / ROW Survey	40.5	\$ 6,847.80		0.5											16.0	8.0		16.0		\$ 347.80	\$ -	\$ -	\$ -	\$ -
4		Geotechnical Data Collection (Excluded)	0.0	\$ -																		\$ -	\$ -	\$ -	\$ -	\$ -
5		One (1) Site Visit	14.0	\$ 3,057.80		4.0					10.0											\$ 287.80	\$ -	\$ -	\$ -	\$ -
C Environmental Permitting			0.0	\$ -																						
1		Data Collection and Agency Coordination - NWP 13 - NO PCN Needed	0.0	\$ -																		\$ -	\$ -	\$ -	\$ -	\$ -
D Preliminary Engineering			198.0	\$ 29,240.00																						
1		30% Design	90.0	\$ 12,220.00		2.0	4.0				4.0				80.0							\$ -	\$ -	\$ -	\$ -	\$ -
2		30% Response to Comments	22.0	\$ 3,060.00		2.0									20.0							\$ -	\$ -	\$ -	\$ -	\$ -
3		H&H Modeling	86.0	\$ 13,960.00		2.0	4.0					80.0										\$ -	\$ -	\$ -	\$ -	\$ -
E Right-of-Way Acquisition			0.0	\$ -																						
1		Easement and ROW Figures (See Supplemental)	0.0	\$ -																		\$ -	\$ -	\$ -	\$ -	\$ -
F Final Design Services			248.0	\$ 34,010.00																						
1		60% Design+Specifications (Excluded)	0.0	\$ -																		\$ -	\$ -	\$ -	\$ -	\$ -
2		60% Response to Comments (Excluded)	0.0	\$ -																		\$ -	\$ -	\$ -	\$ -	\$ -
3		90% Design+Secifications	110.0	\$ 15,195.00		2.0	8.0								100.0							\$ 135.00	\$ -	\$ -	\$ -	\$ -
4		90% Response to Comments	26.0	\$ 3,560.00		2.0									24.0							\$ -	\$ -	\$ -	\$ -	\$ -
5		100% Design+Specifications	86.0	\$ 11,695.00		2.0	4.0								80.0							\$ 135.00	\$ -	\$ -	\$ -	\$ -
6		100% Response to Comments	26.0	\$ 3,560.00		2.0									24.0							\$ -	\$ -	\$ -	\$ -	\$ -
G Bid Phase Services			34.0	\$ 7,300.00																						
1		Bid Document Preparation	18.0	\$ 3,060.00		2.0	4.0								12.0							\$ -	\$ -	\$ -	\$ -	\$ -
2		Pre-Bid Meeting (Virtual)	4.0	\$ 1,060.00		2.0	2.0															\$ -	\$ -	\$ -	\$ -	\$ -
3		Bid Opening (Virtual)	4.0	\$ 1,060.00		2.0	2.0															\$ -	\$ -	\$ -	\$ -	\$ -
4		Recommendation Letter and Interview of Contractor	8.0	\$ 2,120.00		4.0	4.0															\$ -	\$ -	\$ -	\$ -	\$ -
H Construction Phase Services			106.0	\$ 21,317.80																						
1		RFI Response Log (2 RFIs)	26.0	\$ 4,560.00		2.0	8.0								16.0							\$ -	\$ -	\$ -	\$ -	\$ -
2		CO Log (1 Change Order)	14.0	\$ 2,560.00		2.0	4.0								8.0							\$ -	\$ -	\$ -	\$ -	\$ -
3		Pay Application Reviews (6 Total)	18.0	\$ 3,000.00			6.0								12.0							\$ -	\$ -	\$ -	\$ -	\$ -
4		Site Inspections (Excluded)	0.0	\$ -																		\$ -	\$ -	\$ -	\$ -	\$ -
5		Regular Meetings (Teams) (6 Total)	12.0	\$ 2,430.00		6.0									6.0							\$ -	\$ -	\$ -	\$ -	\$ -
6		Submittal Reviews (4)	16.0	\$ 4,490.00		8.0	8.0															\$ 250.00	\$ -	\$ -	\$ -	\$ -
7		Punch List+Final Inspection	12.0	\$ 2,657.80		6.0									6.0							\$ 227.80	\$ -	\$ -	\$ -	\$ -
8		Approval Letter	8.0	\$ 1,620.00		4.0									4.0							\$ -	\$ -	\$ -	\$ -	\$ -
		END BASIC SERVICES																								
		Total Basic Service Hours:	766.5	\$ 124,843.05	0.0	72.5	68.0	0.0	0.0	0.0	18.0	80.0	0.0	0.0	392.0	0.0	48.0	14.0	0.0	56.0	18.0	\$ 2,633.05	\$ -	\$ -	\$ -	\$ -
Total Basic Services			766.5	\$ 124,843.05																						
SUPPLEMENTAL SERVICES																										
1		Easement and ROW Figures	34.0	\$ 5,720.00		2.0	8.0										16.0	8.0				\$ -	\$ -	\$ -	\$ -	\$ -
Total Supplemental Services			34.0	\$ 5,720.00																						
Total Basic + Supplemental Services			800.5	\$ 130,563.05																						