

**PROFESSIONAL SERVICES AGREEMENT
FOR
PAVEMENT AND INFRASTRUCTURE MAINTENANCE**

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This Agreement is entered into by and between the City of Pflugerville, a Texas Municipal Corporation (“City”), acting by and through its City Manager, and Half Associates, Inc. (“Consultant”), both of which may be referred to herein singularly as “Party” or collectively as the “Parties.”

The Parties hereto severally and collectively agree, and by the execution hereof are bound, to the mutual obligations herein contained and to the performance and accomplishment of the tasks hereinafter described.

I. DEFINITIONS

As used in this Agreement, the following terms shall have meanings as set out below:

“City” is defined in the preamble of this Agreement and includes its successors and assigns.

“Consultant” is defined in the preamble of this Agreement and includes its successors.

“City Manager” shall mean the City Manager and/or his designee.

II. TERM

2.1 Unless sooner terminated in accordance with the provisions of this Agreement, the term of this Agreement shall commence on March 14, 2018 and terminate on December 31, 2019.

2.2 If funding for the entire Agreement is not appropriated at the time this Agreement is entered into, City retains the right to terminate this Agreement at the expiration of each of City’s budget periods, and any subsequent contract period is subject to and contingent upon such appropriation.

III. SCOPE OF SERVICES

Consultant agrees to provide the services described in this Article III entitled Scope of Services in exchange for the compensation described in Article IV. Compensation. Scope of Services are detailed in *Exhibit A* which are incorporated by reference as if written and copied herein.

All work performed by Consultant hereunder shall be performed to the satisfaction of the City Manager. The determination made by City Manager shall be final, binding and conclusive on all Parties hereto. City shall be under no obligation to pay for any work performed by Consultant, which is not satisfactory to City Manager. City shall have the right to terminate this Agreement, in accordance with Article VII. Termination, in whole or in part, should Consultant’s work not be satisfactory to City Manager; however, City shall have no obligation to terminate and may withhold payment for any unsatisfactory work, as stated herein, even should City elect not to terminate.

IV. COMPENSATION TO CONSULTANT

4.1 In consideration of Consultant's performance in a satisfactory and efficient manner, as determined solely by City Manager, of all services and activities set forth in this Agreement, City agrees to pay Consultant an amount not to exceed One-hundred forty-nine thousand, nine-hundred thirty-four and 00/100 dollars (\$149,934.00) as total compensation, to be paid to Consultant as further detailed in Exhibit 1.

4.2 No additional fees or expenses of Consultant shall be charged by Consultant nor be payable by City. The parties hereby agree that all compensable expenses of Consultant have been provided for in the total payment to Consultant as specified in section 4.1 above. Total payments to Consultant cannot exceed that amount set forth in section 4.1 above, without prior approval and agreement of all parties, evidenced in writing and approved by the Pflugerville City Council by passage of an ordinance therefore.

4.3 Final acceptance of work products and services require written approval by City. The approval official shall be the City Manager. Payment will be made to Consultant following written approval of the final work products and services by the City Manager. City shall not be obligated or liable under this Agreement to any party, other than Consultant, for the payment of any monies or the provision of any goods or services.

V. OWNERSHIP OF DOCUMENTS

5.1 Any and all writings, documents or information in whatsoever form and character produced by Consultant pursuant to the provisions of this Agreement is the exclusive property of City; and no such writing, document or information shall be the subject of any copyright or proprietary claim by Consultant.

5.2 Consultant understands and acknowledges that as the exclusive owner of any and all such writings, documents and information, City has the right to use all such writings, documents and information as City desires, without restriction. Any use of such writings, documents and information on extensions of this project or on any other project without specific adaptation by Consultant shall be at the City's sole risk and without liability to the Consultant.

VI. RECORDS RETENTION

6.1 Consultant and its subcontractors, if any, shall properly, accurately and completely maintain all documents, papers, and records, and other evidence pertaining to the services rendered hereunder (hereafter referred to as "documents"), and shall make such materials available to the City at their respective offices, at all reasonable times and as often as City may deem necessary during the Agreement period, including any extension or renewal hereof, and the record retention period established herein, for purposes of audit, inspection, examination, and making excerpts or copies of same by City and any of its authorized representatives.

6.2 Consultant shall retain any and all documents produced as a result of services provided hereunder for a period of four (4) years (hereafter referred to as "retention period") from the date of termination of the Agreement. If, at the end of the retention period, there is litigation or other questions arising from, involving or concerning this documentation or the services provided hereunder, Consultant shall retain the records until the resolution of such litigation or other such questions. Consultant acknowledges and agrees that City shall have access to any and all such

documents at any and all times, as deemed necessary by City, during said retention period. City may, at its election, require Consultant to return said documents to City prior to or at the conclusion of said retention.

6.3 Consultant shall notify City, immediately, in the event Consultant receives any requests for information from a third party, which pertain to the documentation and records referenced herein. Consultant understands and agrees that City will process and handle all such requests.

VII. TERMINATION

7.1 For purposes of this Agreement, "termination" of this Agreement shall mean termination by expiration of the Agreement term as stated in Article II. Term, or earlier termination pursuant to any of the provisions hereof.

7.2 *Termination Without Cause.* This Agreement may be terminated by either Party upon 15 calendar days' written notice, which notice shall be provided in accordance with Article VIII. Notice.

7.3 *Termination For Cause.* Upon written notice, which notice shall be provided in accordance with Article VIII. Notice, City may terminate this Agreement as of the date provided in the notice, in whole or in part, upon the occurrence of one (1) or more of the following events, each of which shall constitute an Event for Cause under this Agreement:

7.3.1 The sale, transfer, pledge, conveyance or assignment of this Agreement without prior approval, as provided in Article XII. Assignment and Subcontracting.

7.4 *Defaults With Opportunity for Cure.* Should Consultant default in the performance of this Agreement in a manner stated in this section 7.4 below, same shall be considered an event of default. City shall deliver written notice of said default specifying such matter(s) in default. Consultant shall have fifteen (15) calendar days after receipt of the written notice, in accordance with Article VIII. Notice, to cure such default. If Consultant fails to cure the default within such fifteen-day cure period, City shall have the right, without further notice, to terminate this Agreement in whole or in part as City deems appropriate, and to contract with another consultant to complete the work required in this Agreement. City shall also have the right to offset the cost of said new Agreement with a new consultant against Consultant's future or unpaid invoice(s), subject to the duty on the part of City to mitigate its losses to the extent required by law.

7.4.1 Bankruptcy or selling substantially all of company's assets

7.4.2 Failing to perform or failing to comply with any covenant herein required

7.4.3 Performing unsatisfactorily

7.5 *Termination By Law.* If any state or federal law or regulation is enacted or promulgated which prohibits the performance of any of the duties herein, or, if any law is interpreted to prohibit such performance, this Agreement shall automatically terminate as of the effective date of such prohibition.

7.6 Regardless of how this Agreement is terminated, Consultant shall affect an orderly transfer to City or to such person(s) or firm(s) as the City may designate, at no additional cost to City, all completed or partially completed documents, papers, records, charts, reports, and any other materials or information produced as a result of or pertaining to the services rendered by

Consultant, or provided to Consultant, hereunder, regardless of storage medium, if so requested by City, or shall otherwise be retained by Consultant in accordance with Article VI. Records Retention. Any record transfer shall be completed within thirty (30) calendar days of a written request by City and shall be completed at Consultant's sole cost and expense. Payment of compensation due or to become due to Consultant is conditioned upon delivery of all such documents, if requested.

7.7 Within forty-five (45) calendar days of the effective date of completion, or termination or expiration of this Agreement, Consultant shall submit to City its claims, in detail, for the monies owed by City for services performed under this Agreement through the effective date of termination. Failure by Consultant to submit its claims within said forty-five (45) calendar days shall negate any liability on the part of City and constitute a **Waiver** by Consultant of any and all right or claims to collect monies that Consultant may rightfully be otherwise entitled to for services performed pursuant to this Agreement.

7.8 Upon the effective date of expiration or termination of this Agreement, Consultant shall cease all operations of work being performed by Consultant or any of its subcontractors pursuant to this Agreement.

7.9 *Termination not sole remedy.* In no event shall City's action of terminating this Agreement, whether for cause or otherwise, be deemed an election of City's remedies, nor shall such termination limit, in any way, at law or at equity, City's right to seek damages from or otherwise pursue Consultant for any default hereunder or other action.

VIII. NOTICE

Except where the terms of this Agreement expressly provide otherwise, any election, notice or communication required or permitted to be given under this Agreement shall be in writing and deemed to have been duly given if and when delivered personally (with receipt acknowledged), or three (3) days after depositing same in the U.S. mail, first class, with proper postage prepaid, or upon receipt if sending the same by certified mail, return receipt requested, or upon receipt when sent by a commercial courier service (such as Federal Express or DHL Worldwide Express) for expedited delivery to be confirmed in writing by such courier, at the addresses set forth below or to such other address as either Party may from time to time designate in writing.

If intended for City, to: City of Pflugerville
Attn: Amy Giannini, P.E., CFM
City Engineer
P.O. Box 589
Pflugerville, Texas 78660

If intended for Consultant, to: Halff Associates, Inc.
Attn: Eric Ratzman, PE
Senior Project Manager
9500 Amberglen Blvd, Building F, Suite 125
Austin, Texas 78729

IX. INSURANCE

9.1 Prior to the commencement of any work under this Agreement, Consultant shall furnish copies of all required endorsements and an original completed Certificate(s) of Insurance to the City, which shall be clearly labeled "*Pavement and Infrastructure Maintenance*" in the Description of Operations block of the Certificate. The original Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept Memorandum of Insurance or Binders as proof of insurance. The original certificate(s) or form must have the agent's original signature, including the signer's company affiliation, title and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the City. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the City. No officer or employee, other than the City Attorney, shall have authority to waive this requirement.

9.2 The City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City Attorney based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will City allow modification whereupon City may incur increased risk.

9.3 A Consultant's financial integrity is of interest to the City; therefore, subject to Consultant's right to maintain reasonable deductibles in such amounts as are approved by the City, Consultant shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Consultant's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and with an A.M Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

City of Pflugerville

Insurance Requirements

Consultant performing work on City property or public right-of-way for the City of Pflugerville shall provide the City a certificate of insurance evidencing the coverage provisions identified herein. Consultant shall provide the City evidence that all subcontractors performing work on the project have the same types and amounts of coverage as required herein or that the subcontractors are included under the contractor's policy. The City, at its own discretion, may require a certified copy of the policy.

All insurance companies and coverage must be authorized by the Texas Department of Insurance to transact business in the State of Texas and must be acceptable to the City of Pflugerville.

Listed below are the types and amounts of insurance required. The City reserves the right to amend or require additional types and amounts of coverage or provisions depending on the nature of the work.

| Type of Insurance | Amount of Insurance | Provisions |
|--|---|--|
| Commercial (Public) Liability to include Premises/Operations | General 1,000,000 per occurrence, 2,000,000 general aggregate Or | City to be listed as additional insured and provide 30 days' notice of cancellation or material change in coverage |
| Products/ Completed Operations | 2,000,000 combined single coverage limit | City to be provided a waiver of subrogation |
| Independent Contractors | | City prefers that insurer be rated B+V1 or higher by A.M. Best or A or higher by Standard & Poors |
| Personal Injury | | |
| Contractual Liability | | |
| Business Auto Liability | 1,000,000 combined single limit | City to be provided a waiver of subrogation |
| Workers' Compensation & Employers Liability | Statutory Limits 1,000,000 each accident | City to be provided a waiver of subrogation |
| Professional Liability | 1,000,000 | |

Questions regarding this insurance should be directed to the City of Pflugerville (512) 990-6100. A contract will not be issued without evidence of Insurance. City will only accept the ACORD 25 or ISO certificate of insurance forms.

9.4 The City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page and all endorsements thereto as they apply to the limits required by the City, and may require the deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the Parties hereto or the underwriter of any such policies). Consultant shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Consultant shall pay any costs incurred resulting from said changes.

City of Pflugerville
Capital Improvement Program
P.O. Box 589
Pflugerville, Texas 78691-0589

9.5 Consultant agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:

- Name the City, its officers, officials, employees, volunteers, and elected representatives as ***additional insured by endorsement under terms satisfactory to the City***, as respects operations and activities of, or on behalf of, the named insured

performed under contract with the City, with the exception of the workers' compensation and professional liability policies;

- Provide for an endorsement that the "other insurance" clause shall not apply to the City of Pflugerville where the City is an additional insured shown on the policy;
- Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City.
- Provide thirty (30) calendar days advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

9.6 Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Consultant shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Consultant's performance should there be a lapse in coverage at any time during this Agreement. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

9.7 In addition to any other remedies the City may have upon Consultant's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Consultant to stop work hereunder, and/or withhold any payment(s) which become due to Consultant hereunder until Consultant demonstrates compliance with the requirements hereof.

9.8 Nothing herein contained shall be construed as limiting in any way the extent to which Consultant may be held responsible for payments of damages to persons or property resulting from Consultant's or its subcontractors' performance of the work covered under this Agreement.

9.9 It is agreed that, excepting Professional Liability, Consultant's insurance shall be deemed primary and non-contributory with respect to any insurance or self-insurance carried by the City of Pflugerville for liability arising out of operations under this Agreement.

9.10 It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement.

9.11 Consultant and any of its Subcontractors are responsible for all damage to their own equipment and/or property.

X. INDEMNIFICATION

10.1 CONSULTANT covenants and agrees to INDEMNIFY and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, or liability for damages caused by or resulting from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by the CONSULTANT or the CONSULTANT's agent, CONSULTANT under contract, or another entity over which the CONSULTANT exercises control. Such acts may include personal or bodily injury, death and property

damage, made upon the CITY directly or indirectly arising out of, resulting from or related to CONSULTANT'S activities under this Agreement, including any negligent or intentional acts or omissions of CONSULTANT, any agent, officer, director, representative, employee, consultant or subcontractor of CONSULTANT, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its elected officials, employees, officers, directors, volunteers and representatives, in instances where such negligence causes personal injury, death, or property damage. In no event shall the indemnification obligation extend beyond the date with when the institution of legal or equitable proceedings for the professional negligence would be barred by any applicable statute of repose or statute of limitations.

10.2 The provisions of this INDEMNITY are solely for the benefit of the Parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. CONSULTANT shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or CONSULTANT known to CONSULTANT related to or arising out of CONSULTANT's activities under this AGREEMENT.

10.3 Duty to Defend – Consultant covenants and agrees to hold a DUTY TO DEFEND the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually and collectively, from and against any and all claims, liens, proceedings, actions or causes of action, other than claims based wholly or partly on the negligence of, fault of, or breach of contract by the CITY, the CITY'S agent, the CITY'S employee or other entity, excluding the CONSULTANT or the CONSULTANT'S agent, employee or sub-consultant, over which the CITY exercises control. CONSULTANT is required under this provision and fully satisfies this provision by naming the CITY and those representatives listed above as additional insured under the CONSULTANT'S general liability insurance policy and providing any defense provided by the policy upon demand by CITY.

10.4 CONSULTANT is required to perform services to the City under the standard of care provided for in Texas Local Government Code § 271.904 (d)(1-2).

10.5 Employee Litigation – In any and all claims against any Party indemnified hereunder by any employee of CONSULTANT, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation herein provided shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for CONSULTANT or any subcontractor under worker's compensation or other employee benefit acts.

10.6 Force Majeure - City agrees that the CONSULTANT is not responsible for damages arising from any circumstances such as strikes or other labor disputes; severe weather disruptions, natural disasters, fire or other acts of God; riots, war or other emergencies; or failure of any third party governmental agency to act in timely manner not caused or contributed to by CONSULTANT.

XI. ASSIGNMENT AND SUBCONTRACTING

11.1 Consultant shall supply qualified personnel as may be necessary to complete the work to be performed under this Agreement. Persons retained to perform work pursuant to this

Agreement shall be the employees or subcontractors of Consultant. Consultant, its employees or its subcontractors shall perform all necessary work.

11.2 It is City's understanding and this Agreement is made in reliance thereon, that Consultant intends to use the following subcontractors in the performance of this Agreement: HVJ South Central Texas – M&J Inc. (HVJ SCTx), and Altura Solutions, LP. Any deviation from this subcontractor list, whether in the form of deletions, additions or substitutions shall be approved by City of Pflugerville City Council ("City Council"), as evidenced by passage of an ordinance, prior to the provision of any services by said subcontractor.

11.3 Any work or services approved for subcontracting hereunder shall be subcontracted only by written contract and, unless specific waiver is granted in writing by the City, shall be subject by its terms to each and every provision of this Agreement. Compliance by subcontractors with this Agreement shall be the responsibility of Consultant. City shall in no event be obligated to any third party, including any subcontractor of Consultant, for performance of services or payment of fees. Any references in this Agreement to an assignee, transferee, or subcontractor, indicate only such an entity as has been approved by the City Council.

11.4 Except as otherwise stated herein, Consultant may not sell, assign, pledge, transfer or convey any interest in this Agreement, nor delegate the performance of any duties hereunder, by transfer, by subcontracting or any other means, without the consent of the City Council, as evidenced by passage of an ordinance. As a condition of such consent, if such consent is granted, Consultant shall remain liable for completion of the services outlined in this Agreement in the event of default by the successor Consultant, assignee, transferee or subcontractor.

11.5 Any attempt to transfer, pledge or otherwise assign this Agreement without said written approval, shall be void ab initio and shall confer no rights upon any third person. Should Consultant assign, transfer, convey, delegate, or otherwise dispose of any part of all or any part of its right, title or interest in this Agreement, City may, at its option, cancel this Agreement and all rights, titles and interest of Consultant shall thereupon cease and terminate, in accordance with Article VII. Termination, notwithstanding any other remedy available to City under this Agreement. The violation of this provision by Consultant shall in no event release Consultant from any obligation under the terms of this Agreement, nor shall it relieve or release Consultant from the payment of any damages to City, which City sustains as a result of such violation.

XII. INDEPENDENT CONTRACTOR

Consultant covenants and agrees that he or she is an independent contractor and not an officer, agent, servant or employee of City; that Consultant shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of respondent superior shall not apply as between City and Consultant, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating the relationship of employer-employee, principal-agent, partners or joint venturers between City and Consultant. The Parties hereto understand and agree that the City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the Consultant under this Agreement and that the Consultant has no authority to bind the City.

XIII. CONFLICT OF INTEREST

13.1 Consultant acknowledges that it is informed that the Charter of the City of Pflugerville and its Ethics Code prohibit a City officer or employee, as those terms are defined in Section 11.06 of the Ethics Code, from having a financial interest in any contract with the City or any City agency such as city owned utilities. An officer or employee has a “prohibited financial interest” in a contract with the City or in the sale to the City of land, materials, supplies or service, if any of the following individual(s) or entities is a Party to the contract or sale: a City officer or employee; his parent, child or spouse; a business entity in which the officer or employee, or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; a business entity in which any individual or entity above listed is a subcontractor on a City contract, a partner or a parent or subsidiary business entity.

13.2 Pursuant to the subsection above, Consultant warrants and certifies, and this Agreement is made in reliance thereon, that it, its officers, employees and agents are neither officers nor employees of the City. Consultant further warrants and certifies that it will comply with the City’s Ethics Code.

13.3 Certificate of Interested Parties (TEC Form 1295). For contracts needing City Council approval, or any subsequent changes thereto requiring City Council approval, the City may not accept or enter into a contract until it has received from the Consultant a completed, signed, and notarized TEC Form 1295 complete with a certificate number assigned by the Texas Ethics Commission (“TEC”), pursuant to Texas Government Code § 2252.908 and the rules promulgated thereunder by the TEC. The Consultant understands that failure to provide said form complete with a certificate number assigned by the TEC may prohibit the City from entering into this Agreement. Pursuant to the rules prescribed by the TEC, the TEC Form 1295 must be completed online through the TEC’s website, assigned a certificate number, printed, signed and notarized, and provided to the City. The TEC Form 1295 must be provided to the City prior to the award of the contract. The City does not have the ability to verify the information included in a TEC Form 1295, and does not have an obligation or undertake responsibility for advising Consultant with respect to the proper completion of the TEC Form 1295.

XIV. AMENDMENTS

Except where the terms of this Agreement expressly provide otherwise, any alterations, additions, or deletions to the terms hereof, shall be effected by amendment, in writing, executed by both City and Consultant, and subject to approval by the City Council, as evidenced by passage of an ordinance.

XV. SEVERABILITY

If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Charter, City Code, or ordinances of the City of Pflugerville, Texas, then and in that event it is the intention of the Parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Agreement shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein; it is also the intention of the Parties hereto that in lieu of each clause or provision of this Agreement that is invalid, illegal, or unenforceable, there be added as a part of the Agreement a clause or provision as similar in

terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

XVI. LICENSES/CERTIFICATIONS

Consultant warrants and certifies that Consultant and any other person designated to provide services hereunder has the requisite training, license and/or certification to provide said services, and meets all competence standards promulgated by all other authoritative bodies, as applicable to the services provided herein.

XVII. COMPLIANCE

Consultant shall provide and perform all services required under this Agreement in compliance with all applicable federal, state and local laws, rules and regulations.

XVIII. NONWAIVER OF PERFORMANCE

Unless otherwise specifically provided for in this Agreement, a waiver by either Party of a breach of any of the terms, conditions, covenants or guarantees of this Agreement shall not be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of either Party to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option. In fact, no waiver, change, modification or discharge by either Party hereto of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed in writing and signed by the Party to be charged. In case of City, such changes must be approved by the City Council, as described in Article XVI. Amendments. No act or omission by a Party shall in any manner impair or prejudice any right, power, privilege, or remedy available to that Party hereunder or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.

XIX. LAW APPLICABLE

19.1 THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN TRAVIS COUNTY, TEXAS.

19.2 Venue for any legal action or proceeding brought or maintained, directly or indirectly, as a result of this Agreement shall be heard and determined in a court of competent jurisdiction in Travis County, Texas.

XX. LEGAL AUTHORITY

The signer of this Agreement for Consultant represents, warrants, assures and guarantees that he has full legal authority to execute this Agreement on behalf of Consultant and to bind Consultant to all of the terms, conditions, provisions and obligations herein contained.

XXI. PARTIES BOUND

This Agreement shall be binding on and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representatives, and successors and assigns, except as otherwise expressly provided for herein.

XXII. CAPTIONS

The captions contained in this Agreement are for convenience of reference only, and in no way limit or enlarge the terms and/or conditions of this Agreement.

XXIII. INCORPORATION OF EXHIBITS

Each of the Exhibits listed below is an essential part of the Agreement, which governs the rights and duties of the Parties, and shall be incorporated herein for all purposes:

Attachment "A" - Scope of Services, including Project Description/Scope of Services; Fee Summary for Professional Services and Proposed Project Schedule

XXIV. ENTIRE AGREEMENT

This Agreement, together with its authorizing ordinance and its exhibits, if any, constitute the final and entire agreement between the Parties hereto and contain all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the Parties hereto, unless same be in writing, dated subsequent to the date hereto, and duly executed by the Parties, in accordance with Article XIV. Amendments.

XXV. MISCELLANEOUS CITY CODE PROVISIONS

25.1 Representations and Warranties by Consultant. If Consultant is a corporation, partnership or a limited liability company, Consultant warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Texas.

25.2 Franchise Tax Certification. A corporate or limited liability company Consultant certifies that it is not currently delinquent in the payment of any Franchise Taxes due under Chapter 171 of the *Texas Tax Code*, or that the corporation or limited liability company is exempt from the payment of such taxes, or that the corporation or limited liability company is an out-of-state corporation or limited liability company that is not subject to the Texas Franchise Tax, whichever is applicable.

25.3 Eligibility Certification. Consultant certifies that the individual or business entity named in the Agreement is not ineligible to receive payments under the Agreement and acknowledges that the Agreement may be terminated and payment withheld if this certification is inaccurate.

25.4 Payment of Debt or Delinquency to the State or Political Subdivision of the State. Pursuant to Chapter 38, *City of Pflugerville Code of Ordinances*, Consultant agrees that any payments owing to Consultant under the Agreement may be applied directly toward any debt or delinquency that Consultant owes the City of Pflugerville, State of Texas or any political

subdivision of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.

25.5 Texas Family Code Child Support Certification. Consultant certifies that they are not delinquent in child support obligations and therefore is not ineligible to receive payments under the Agreement and acknowledges that the Agreement may be terminated and payment may be withheld if this certification is inaccurate.

25.6 Texas Government Code Mandatory Provision. The City of Pflugerville may not enter into a contract with a company for goods and services unless the contract contains a written verification from the company that it; (i) does not boycott Israel; and (ii) will not boycott Israel during the term of the contract. (Texas Government Code, Chapter 2270.002) by accepting this rider, the Consultant hereby 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 the Texas Government Code, Section 808.001, as amended. Further, the Consultant hereby certifies that it is not a company identified under Texas Government Code, Section 2252.152 as a company engaged in business with Iran, Sudan, or Foreign Terrorist Organization.

EXECUTED and **AGREED** to as of the dates indicated below.

**CITY OF
PFLUGERVILLE**

HALFF ASSOCIATES, INC.

(Signature)



(Signature)

Printed Name: Trey Fletcher

Printed Name: **Eric J. Ratzman**

Title: Interim City Manager

Title: **Sr. Project Manager**

Date: _____

Date: **3/5/2018**

APPROVED AS TO FORM:

Charles E. Zech
City Attorney
DENTON NAVARRO ROCHA BERNAL & ZECH, P.C.

EXHIBIT "A"

PROPOSED SCOPE OF SERVICES For RAILROAD AVENUE PAVEMENT MAINTENANCE – CITY OF PFLUGERVILLE, TEXAS

PROJECT DESCRIPTION

The proposed Scope of Services delineates the items that Halff Associates, Inc. (Engineer) will provide to the City of Pflugerville (City) for the project development of schematic from Pecan Street to E. Pflugerville Pkwy and Plans, Specification, and Estimates (PS&E) from Wilbarger Street to E. Pflugerville Pkwy for pavement rehabilitation and reconstruction along with reconfiguring lanes at the Pfennig Lane intersection to provide dedicated left turn lanes and restriping from 4 lanes to 3 lanes throughout the remainder of the project. The services are separated into the following Tasks and described in more detail below:

- Task 1:** Project Management and Coordination
- Task 2:** Data Acquisition
- Task 3:** Design Plans and Construction Documents
- Task 4:** Utility Coordination
- Task 5:** Public Involvement
- Task 6:** Construction Phase Services

TASK 1: PROJECT MANAGEMENT & COORDINATION

1.1 Progress Meetings, Reports, and Monthly Invoicing

For the work performed, Engineer will prepare Monthly Progress Reports and advise the City as to the progress of the work. These Reports will include:

- Tasks completed during the reporting period.
- Tasks planned for upcoming periods.
- Issues encountered and recommended actions to address them.
- Overall Project status and development progress, including a tabulation of Tasks showing percentage complete, and supporting documentation

1.2 Coordination and administration of work products

- Coordination - Engineer shall designate one Texas Registered Professional Engineer as the Project Manager responsible for Project management, coordination, and communications
- Administration - Engineer will manage Project activities (including sub-consultants), direct the project team/staff, attend monthly meetings with City staff, handle deliverables, and keep records of project communications / files.

TASK 1 Deliverables:

- Monthly progress reports and invoices

TASK 2: DATA ACQUISITION

2.1 Geotechnical

Geotechnical services to be performed by HVJ Associates (see attached scope).

2.2 Surveying

2.2.1 Survey Control

- Halff shall assure compliance and adherence to all rules, regulations and policies as set forth by the Texas Board of Professional Land Surveyors and Texas Society of Professional Surveyors Manual of Practice for Surveying.
- Halff will recover existing, or establish new survey control sufficient to complete the project. Final Horizontal coordinates will be provided in the Texas State Plane Coordinate System, Central Zone (4203) in US Survey Feet on the NAD83/93 datum.
- Vertical positions should be provided on NAVD88 datum
- Determine apparent right-of-way based on plat research. *Legal lot lines will not be established.*

2.2.2 Topographic Survey (from Wilbarger Street to E. Pflugerville Pkwy)

- Perform field survey of the streets, will include top back of curb, gutter elevation, and centerline of street.
- Obtain spot elevations on driveways at the first joint back from the street edge.
- Obtain break lines and spot elevations sufficient for 1-ft contour intervals.
- Obtain line and grade on handicap ramps, crosswalks, and sidewalks.
- Field tie above ground visible improvements.
- Behind curbs, tie visible utility locations, including ties to above-ground features, such as power poles, valves, and other features to the right-of-way line (i.e. edges of pavement, curbs and gutter, sidewalks every 50 feet, building corners etc.) either found by our surveyors or located for us

by utility companies and/or other agencies. *Note: does NOT include tying irrigation heads; irrigation heads are often below the grass and not readily visible/locatable.*

- Provide spot elevations at center point of manhole covers and access vaults outside of pavement.
- Provide location, pipe size (if possible) and invert elevation of existing storm drain structures at inlets, manholes, and culverts only.
- Process field collected data for field survey.
- Perform quality control for survey requirements.
- Extract spot elevations and break lines into DTM.
- Extract and prepare triangulated irregular network into DTM.
- Load 1-foot contour information.

2.3 Subsurface Utility Engineering (SUE)

- Provide up to 3000 lineal feet (LF) of SUE quality level 'B' designating at the intersection of Pfennig Lane and Railroad Ave. 50 feet in all directions except 200 feet to the south.
- Provide SUE quality level 'C' and 'D' for the limits of the project.

TASK 2 Deliverables:

- CAD files of topographic survey
- CAD reference file of utility locations

TASK 3: DESIGN PLANS / CONSTRUCTION DOCUMENTS

Design shall be in accordance with Pflugerville Engineering Design Guidelines. The scope of the project will consist of mill & overlay for approximately 20% of the street, and full-depth repair for approximately 80%, including repair of localized curb and street failures, replacing non-compliant sidewalks and curb ramps, and driveways that intersect non-compliant sidewalks. PS&E limits are from Wilbarger St. to E. Pflugerville Pkwy.

3.1 Schematic Plan (From Pecan to E. Pflugerville Pkwy)

- Typical section, CL stationing, pavement marking layouts, and limits of mill & overlay versus full depth pavement based on geotechnical memo.

3.2 Turn Lane Evaluation

- Evaluate cost, utility impacts, and the Mokaan encroachment of a northbound right turn lane from Railroad Avenue to Pfennig Lane

3.3 Roadway Typical Sections

- Typical sections: showing pavement widths, typical sections, curb and gutter, normal cross-slope, side slopes, right-of-way and construction limits

3.4 Roadway Plans

- Roadway plans with limits of mill & overlay versus full depth reconstruction based on the geotechnical recommendations; plans will specify which driveways, sidewalks, curb ramps, and curb & gutters are to be replaced or added; driveways will be numbered and profiled; plans will show limits of construction / temporary construction easement lines for driveways or other work outside of the ROW (with simple dimensions, not individual parcels); any sign relocations will be shown on the roadway plan sheets; will denote adjustments to valves covers and manhole lids on paving sheets. Drainage calculations are excluded from this scope. The existing drainage system will remain in place. Any drainage items replaced will match the lines, grades, and sizes of the existing system design. Erosion Control items will be shown on roadway plan sheets).

3.5 Pavement Marking and Signage Layout

- Prepare pavement marking plan for three lane section (center left turn lane) for most of project and dedicated left turn lanes at Pfennig

3.6 Traffic Control Plans

- Prepare TCP sequence in narrative format
- Utilize TxDOT standards for lane closures to perform street rehabilitation
- Sidewalks may be closed during reconstruction; plans will indicate temporary closure but will not include pedestrian detour plans

3.7 Signalization Modifications

Half Associates, Inc. will prepare design plans for modifications to the existing traffic signal at the North Railroad Avenue / Pfennig Lane intersection. The design plans will be produced consistent with City of Pflugerville standards. Scope involves:

- Modifying (not replacing) the signal pole / mast arm assembly on the southwest corner of the intersection, with an extension arm to include a protected-only left turn signal head and two 3-section signal heads
- Replacing the existing outermost 3-section signal head on the northeast corner signal pole / mast arm assembly with a protected-only left turn signal head (Scope excludes designing signal modifications related to a potential future northbound right turn lane from Railroad to Pfennig Lane)
- Installing a video detection system, including a camera on each of the four mast arms
- Upgrading the pedestrian pushbuttons (type and location) to current ADA standards for the two existing pedestrian crossings on the west and south legs of the intersection

3.8 Sidewalk Detail Sheet

- Detailed grading of sidewalks at the Pfennig intersection to achieve TAS compliant slopes may require a small-scale detail sheet

3.9 City Standard Sheets

- Select and include the appropriate city standard detail sheets in the bid set

3.10 Quantity Tabulations and Summaries

- Tabulate bid quantities for estimates, summary sheets, and bid form

3.11 Project Manual, Bid form, and Specifications

- Prepare bid manual using city specifications as appropriate, TxDOT specs if city specs do not exist (no special specifications are anticipated)

3.12 TDLR Project Registration and RAS review

- Coordinate with the Registered Accessibility Specialist (RAS) reviewer to register the project with the Texas Department of Licensing and Regulation (TDLR) and obtain a plan review by the RAS (see attached scope from Altura Solutions, LP)

TASK 3 Deliverables:

- 30% Schematic Layout (color roll plot) and Estimate
- 90% PS&E (11x17 plan sheets), Project Manual and updated Estimate
- Final Bid Set (11x17 plan sheets), Project Manual, Final Engineer's Estimate

TASK 4: UTILITY COORDINATION

It is anticipated that there will be a limited amount of areas where excavation over twelve (12) inches in depth occurs during construction. Therefore, it is assumed that utility relocations will be limited to relocating surface features such as light poles. The following scope assumes there will be twenty (20) or less conflicts between existing utilities and proposed improvements.

4.1 Utility Conflict Analysis

- Review Project design information for existing and potential utility conflicts
- Identify potential conflicts on plan sheets (adjustments to city valve covers and manhole rims are anticipated and will be coordinated with the city and included in the roadway construction plans)

TASK 4 Deliverables:

- Conflict Analysis Spreadsheet

TASK 5: PUBLIC INVOLVEMENT

5.1 Public Meetings

- Attend one (1) public open house with the residents
- Halff will provide three (3) color (11x17) display boards for the open house Formal presentation or public outreach to be handled by the city (not engineer)

TASK 5 Deliverables:

- Presentation boards for public meeting

TASK 6: CONSTRUCTION PHASE SERVICES

6.1 Bid Phase

- Attend pre-bid meeting at City and answer bidder questions
- Provide assistance to the City in responding to questions from contractors and prepare contract addenda as necessary
- Attend bid opening at City
- Develop bid tabulation, evaluation, and award recommendation

6.2 Construction Phase

- Monthly meetings – Engineer will attend pre-construction, monthly construction, field meetings, and final walk-through (7 meetings budgeted)
- Submittal Reviews - Review Contractor submittals and shop drawings. Shop drawings will be reviewed for general conformance with the plans and specifications and will include providing stamped concurrence, exceptions or resubmittal notations to the Contractor (8 submittals budgeted).
- Requests for Information (RFI) - Respond to Contractor RFIs and provide design clarifications, additional information, and additional data to the City as required (6 RFIs budgeted)
- RAS Inspection - coordinate final project inspection, verification by RAS, and project closeout with TDLR (see attached scope from Altura Solutions, LP).

6.3 Construction Materials Testing (CMT)

Engineer will provide quality control testing of materials during construction. See attached scope of services to be provided by HVJ Associates, Inc.

TASK 6 Deliverables:

- Bid tabulation and recommendation for award
- CMT Test reports during construction
- Record Drawings – Two (2) CDs of electronic and two (2) sets of 11x17 record drawings. Electronic files will include Microstation files, geopak files, and GIS files with individual components (pavement, utilities, etc) separated into individual levels.
- Engineer's concurrence letter of final completion

ITEMS EXCLUDED FROM THE SCOPE OF SERVICES

1. Performing forensic pavement analyses
2. Design of pavement sub-grade drainage systems
3. Analysis or design of drainage
4. Design of water quality or detention ponds
5. Design of roadway illumination and electrical
6. Roadway cross section sheets by station (no earthwork is anticipated)
7. Design of landscaping, irrigation, or hardscape (enhanced flatwork) facilities
8. Environmental services or permitting
9. Traffic counts, LOS analysis, signal timing plans
10. Design of noise abatement facilities
11. Analyzing or simulating water supply networks
12. Design of public and franchised utility relocations
13. Preparing/submitting a Stormwater Pollution Prevention Plan (SWPPP)
14. Preparing property parcels for acquisition
15. Property acquisition or negotiations
16. Filing fees, permit fees
17. Construction staking
18. Reviewing and evaluating alternate designs proposed by contractor
19. Coordination with individual property owners (beyond the Public Involvement scope above)

Any additional services required beyond those specifically identified in this proposal are beyond the scope of services to be provided under this agreement. A scope and commensurate fee for any required additional services would be negotiated and provided under a separate supplemental agreement to this contract.



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Austin, Texas 78744

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March 1, 2018 (*Revised March 5, 2018*)

Mr. Eric Ratzman, PE
Halff Associates, Inc.
9500 Amberglen Blvd., Bldg. F, Suite 125
Austin, Texas 78729

Re: Railroad Ave Pavement Repair, Mill and Overlay
Geotechnical Investigation
Pflugerville, Texas
Owner: City of Pflugerville
HVJ Proposal No. AG1810035.1-G

Dear Eric:

HVJ South Central Texas – M&J Inc. (HVJ SCTx) is pleased to submit this proposal for providing geotechnical and pavement engineering services for the subject road improvements. This letter outlines HVJ's proposed scope of work for providing a geotechnical investigation and data report for the proposed pavement improvements.

Project Description

We understand the City of Pflugerville has made a request for a geotechnical engineering services for the City's Annual Street Maintenance Program. This project will provide for pavement maintenance and overlay of Railroad Ave. (from Wilbarger Street to Pflugerville Parkway).

Pavement Investigation Scope

Revisions include the deletion of the following tasks: 1) project level pavement evaluation to verify the limits of full depth repair and 2) assessment of the existing section for proposed mill and overlay.

Based on the current condition of Railroad Avenue, approximately 80% of the limits is expected to require reconstruction or full depth repair and the remaining 20% is anticipated for mill and overlay. HVJ will provide reconstruction designs.

HVJ proposes to utilize nondestructive deflection testing (NDT) with the Falling Weight Deflectometer (FWD) to help define limits of weak pavement to be considered for full depth repair as well as calculate subgrade design parameters for pavement design. The data will also be used to finalize boring locations to be able to collect representative geotechnical data concerning existing pavement layer thicknesses, base layers, and in-situ subgrade conditions identified in deflection profile plots using the NDT data.

Mr. Eric Ratzman, PE
AG1810035.1
March 1, 2018 (*Revised March 5, 2018*)

Geotechnical Investigation Scope

HVJ proposes to drill four (4) soil borings along the roadway a depth of 15 feet below the existing ground surface spaced at about 1000 feet apart. Total drilling footage of 60 feet is proposed for this project.

The soil borings will be properly backfilled with bentonite chips and a single lift of cold patch asphalt where applicable. The soil samples will be obtained using Shelby tubes and/or split-spoon samplers. Field-testing of soil samples will include pocket penetrometer in the cohesive soils and Standard Penetration Test (SPT) in the cohesionless soils.

All the field sampling and laboratory tests will be performed according to typical geotechnical standards, where applicable, or with other well established procedures. HVJ SCTx will perform appropriate laboratory tests on soil samples recovered from the borings. Laboratory testing will include moisture content, liquid limit, plastic limit, percent passing the #200 analysis, a lime series and sulfates content tests.

Engineering Report Deliverables

The deliverables will include a draft geotechnical and pavement design memo. The final geotechnical and pavement design report will be prepared following receipt of comments from the owner and Halff Associates, Inc.

In general, the following items will be included in HVJ SCTx geotechnical report:

- Site Vicinity map,
- Geology map,
- Plan of borings,
- Boring logs,
- Laboratory test results summary,
- Groundwater conditions,
- Generalized subsurface conditions,
- Current pavement thickness (HMAC and Flex Base)
- PVR

In general, the following items will be included in HVJ's pavement memo:

- FWD test results and analysis
- Pavement reconstruction design for full depth replacement (two design options)
- Recommendations for one to two moisture barrier options for the sections that have ribbon curb and open drainage
- General pavement recommendations

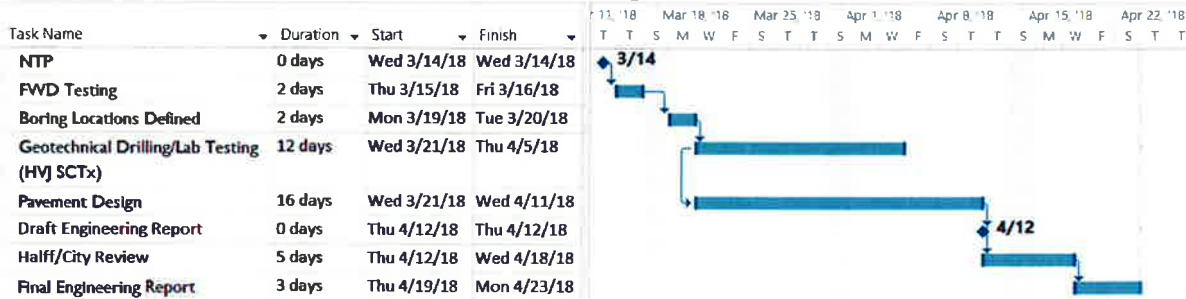
Schedule

It is understood that the project has an aggressive schedule, with the City wanting to be in construction in June of this year which will require a final design by mid-April. Assuming the City

Mr. Eric Ratzman, PE
 AG1810035.1
 March 1, 2018 (*Revised March 5, 2018*)

Council approves the contract at their March 13, 2018 meeting and a notice to proceed is issued by March 14, 2018, the mid-April deadline will be able to be achieved.

The estimated schedule for the FWD field work and pavement evaluation work is as follows:



Based on the schedule, HVJ has tentatively scheduled the FWD testing the Friday following the NTP. The ability to perform the FWD field work within 2 days of the NTP will require City approval of field testing plan including traffic control. There is some cushion for weather, but no major weather delays.

Fees

Based on the scope of work outlined, HVJ proposes to provide the services outlined above for a lump sum amount of \$19,395.00. A breakdown of these fees is provided in an attached fee estimate table with supporting sub consultant proposals.

Insurance

Insurance certificates verifying HVJ SCTx general liability, auto, worker compensation, and errors and omissions insurance coverage, listing Halff Associates, Inc. as a certificate holder, will be provided upon request.

Invoice

Invoices will be submitted at the end of each month based on the time spent on the work and items completed. HVJ SCTx credit terms are 30 days net. HVJ SCTx will include monthly progress reports with each invoice.

Conditions

- City of Pflugerville will provide Right of Entry Permits, if necessary.
- Halff will be responsible for providing the site plan, with facility locations shown, suitable for use as a base map for HVJ's plan of borings and NDT testing.
- Traffic data for pavement designs will be provided by City of Pflugerville or Halff, including average daily traffic (ADT) and percent trucks at a minimum.
- HVJ SCTx will submit a proposal for additional services should any of the following services not currently included be requested:
 - Additional pavement design alternatives,

Mr. Eric Ratzman, PE
AG1810035.1
March 1, 2018 (*Revised March 5, 2018*)

- Design Phase Services to include HVJ review the proposed construction plan cross sections and general notes developed by Halff at the various submittal stages to confirm pavement recommendations,
- Bidding and Award Phase Services such as Pre Construction Meeting Attendance and RFI responses, and/or
- Construction Phase Services beyond Construction Materials Testing
- HVJ SCTx will be responsible for avoiding conflicts with utility facilities by contacting the One Texas calling facility and City Agencies.
- HVJ SCTx assumes that no street cut permits are required to complete this project.

Sample Retainage

Soil samples will be retained in our laboratory for 30 days following submittal of the draft geotechnical investigation report. If this proposal meets with Halff Associates, Inc. approval, please sign and complete the information below in the indicated spaces and forward a copy of the proposal to us.

HVJ SCTx looks forward to working with Halff Associates, Inc. towards a successful completion of this project. Please call if you have any questions or require additional information.

Sincerely,

HVJ SOUTH CENTRAL TEXAS- M&J Inc.



Leo Ruiz, PE
Project Manager

LR/js

Agreed to this _____ day of _____, 2017 _____

By: _____

Title: _____

Firm: _____

Phone No. _____

Date to Start Work: _____

Mr. Eric Ratzman, PE
 AG1810035.1
 March 1, 2018 (Revised March 5, 2018)

| Geotechnical Investigation | | | | | |
|--|----|------|------------|------------------|--------------------|
| Railroad Ave | | | | | |
| HVJ SCTX | | | | | |
| HVJ SCTx Proposal No. AG 18 10035.1-G | | | | | |
| TABLE I | | | | | |
| GEOTECHNICAL INVESTIGATION - PAVEMENT BREAKDOWN | | | | | |
| Geotechnical Field Investigation - Drilling and Soil Sampling | | | | | |
| Mobilization/Demobilization - Austin | 1 | @ | \$315.00 | per mobilization | \$315.00 |
| Soil Drilling 0-25' | 60 | ft @ | \$20.00 | per foot | \$1,200.00 |
| Shelby Tube (ASTM D 1587) | 15 | @ | \$25.00 | each | \$375.00 |
| Standard Penetration Tests (SPT) (ASTM D 1586) | 5 | @ | \$25.00 | each | \$125.00 |
| Traffic Control | 2 | @ | \$1,000.00 | each day | \$2,000.00 |
| Logging/Utility Coordination- EIT | 14 | hr @ | \$100.00 | per hour | \$1,400.00 |
| FWD Testing | 1 | @ | \$2,600.00 | per day | \$2,600.00 |
| Vehicle Trip | 2 | @ | \$45.00 | each | \$90.00 |
| | | | | Sub Total | \$8,105.00 |
| Laboratory Testing - Standard | | | | | |
| Moisture Content | 4 | @ | \$15.00 | each | \$60.00 |
| Atterberg Limits | 4 | @ | \$65.00 | each | \$260.00 |
| Lime Series pH method | 1 | @ | \$250.00 | each | \$250.00 |
| Sulfates | 2 | @ | \$65.00 | each | \$130.00 |
| #200 Sieve Analysis | 4 | @ | \$45.00 | each | \$180.00 |
| | | | | Sub Total | \$880.00 |
| Geotechnical Engineering & Reporting | | | | | |
| Senior Engineer, PE | 2 | hr @ | \$160.00 | hr | \$320.00 |
| Project Engineer, PE | 12 | hr @ | \$125.00 | hr | \$1,500.00 |
| Staff Engineer II, EIT | 22 | hr @ | \$95.00 | hr | \$2,090.00 |
| Project Administrator | 2 | hr @ | \$65.00 | hr | \$130.00 |
| | | | | Sub-Total | \$4,040.00 |
| Pavement Engineering & Reporting | | | | | |
| Senior Engineer, PE | 8 | hr @ | \$160.00 | hr | \$1,280.00 |
| Project Engineer, PE | 17 | hr @ | \$125.00 | hr | \$2,125.00 |
| Staff Engineer II | 25 | hr @ | \$95.00 | hr | \$2,375.00 |
| Sr. Engineering Technician | 8 | hr @ | \$60.00 | hr | \$480.00 |
| Clerical Support | 2 | hr @ | \$55.00 | hr | \$110.00 |
| | | | | Sub-Total | \$6,370.00 |
| | | | | TOTAL | \$19,395.00 |



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March 1, 2018 (March 5, 2018)

Mr. Eric Ratzman, PE
Halff Associates, Inc.
9500 Amberglen Blvd., Bldg. F, Suite 125
Austin, Texas 78729

Re: Railroad Ave Pavement Repair, Mill and Overlay
Geotechnical Investigation Report
Pflugerville, Texas
Owner: City of Pflugerville
HVJ Proposal No. AG1810035.1-C

Dear Eric:

HVJ South Central Texas – M&J, Inc (HVJ) is pleased to submit this scope and fee proposal for providing construction materials testing at the subject site. This letter outlines HVJ's proposed scope of work for providing a construction materials testing proposal for the pavement rehabilitation for Railroad Avenue between Pecan Street and Pflugerville Parkway.

Project Description

HVJ has been requested to provide geotechnical and pavement engineering for the project. The estimated quantities for reconstruction are 3,000 LF of new concrete C&G, 1,200 SY of sidewalk (166 CY), 3,600 TONS of HMA, and 5,600 SY of flexible base.

Scope of Services

The scope of material testing services anticipated for this project is as follows:

- Hot Mix Asphaltic Concrete
- Cement/Lime Gradations
- Concrete
- Flex base
- Special Grading, Excavation, and Filling

Cost Estimate

An estimated testing budget in the amount of \$10,000 has been estimated for the Railroad Avenue project. Our cost estimate is based on our best estimate for both the construction schedule and frequency of service requests from the client. As the schedule and frequency of requests are beyond our control, we cannot guarantee that the estimate provided would be adequate to provide the services needed throughout the entire duration of construction of this project. Advance authorization will be needed if additional funds are needed to complete testing requirements per

Mr. Eric Ratzman, PE
AG1810035.1-C
March 1, 2018 (March 5, 2018)

project specification on this project. HVJ Associates, Inc. will monitor the budget as the work proceeds and will keep you or your designated representative informed.

Scheduling of our personnel for this project will be at the request of you or your designated representatives. We require at least 24 hours notice prior to providing on-call personnel to ensure proper scheduling of work. HVJ currently has the staff availability and will continue to have the staff availability throughout the proposed construction schedule.

Services on an hourly basis will be invoiced at the current fee schedule attached. Overtime rates of 1.5 times the regular hourly rates will be charged for time worked over 8 hours or before 6:00 AM or after 6:00 PM on Monday through Friday, and all hours worked on Saturdays, Sundays, or holidays.

The following assumptions were used in the preparation of this proposal:

- HVJ will **not** provide facilities for the initial curing of concrete test specimens in the field. HVJ will use the initial-curing facilities furnished by the contractor. HVJ can provide this service for an additional fee.
- HVJ understands that the current plans for this project have not been developed, and we have estimated quantities to base our proposal testing amounts on. This proposal can be refined following receipt of plans, specifications, and construction schedule.
- HVJ assumes all HMAC testing will be performed at the respective HMAC plant.

Invoicing for our services is presented on a monthly basis. Our payment terms will be net 30 days.

Mr. Eric Ratzman, PE
AG1810035.1-C
March 1, 2018 (March 5, 2018)

If this proposal meets with your approval, please sign and complete the indicated spaces below and forward a copy of the proposal to us.

HVJ Associates, Inc. is pleased to be of service on this project. Should you have any questions regarding the contents of this proposal, please contact us at 512-447-9081.

Sincerely,

HVJ ASSOCIATES, INC.



Jason Schwarz, PE
Vice President

JS

Agreed to this _____ day of _____, 20_____

By: _____

Title: _____

Firm: _____

Phone Number: _____

Date to Start Work: _____

Attachments: Fee Schedule



March 1, 2018

Eric Ratzman, P.E.
Halff Associates, Inc.

RE: TAS Proposal for the *Railroad Avenue* Project

Dear Eric,

This is a proposal for the project registration, plan review, and inspection of the *Railroad Avenue* Project in Pflugerville, Texas for compliance with Chapter 469 of the Texas Government Code, State of Texas Architectural Barriers Act, and the Texas Accessibility Standards (TAS).

Altura Solutions proposes to perform the project registration with TDLR, perform the plan review, and inspection for compliance with the TAS.

Feel free to contact me at (512) 410-7059 or at jel@alturalp.com to answer any questions or discuss details of the proposal. Thank you for considering Altura Solutions, L.P. to meet your accessibility consulting needs. We look forward to working with you on the project.

Sincerely,

A handwritten signature in black ink that reads "Jesús Lardizábal". The signature is written in a cursive style with a large, prominent initial "J".

Jesús Lardizábal,
R.A.S. 1051
President

PROJECT SCOPE AND DESCRIPTION

Railroad Avenue in Pflugerville going from Pecan Street to East Pflugerville Pkwy (1.4 miles), with an estimated cost of \$200,000 in pedestrian elements.

SCOPE OF WORK

Altura Solutions proposes to perform the following services in compliance with the Chapter 469 of the Texas Government Code, State of Texas Architectural Barriers Act to verify compliance with the Texas Accessibility Standards (TAS):

- Register the project with TDLR
- Perform plan review of the project construction documents (as provided by client)
- Perform the final inspection of the project upon completion

EXCLUSIONS

The proposal excludes services to determine compliance with other federal, state or local accessibility requirements and accessibility requirements of building and housing codes such as the International Building Code (IBC).

SCHEDULE

Altura Solutions will perform the project registration within one working day of receiving the required documents and registration fee.

Altura Solutions will perform the plan review and provide a report of findings within ten working days after receiving all required documents.

Altura Solutions will perform the final inspection and deliver the Inspection Report within ten working days of receiving access to the facility.

DELIVERABLES

The following items will be produced and delivered by Altura Solutions as part of this project:

- Altura Solutions will provide proof of project registration via the TDLR Proof of Registration Sheet.
- Altura Solutions will provide the Plan Review Report detailing the non-compliant findings of the facility for the Texas Accessibility Standards (TAS).
- Altura Solutions will provide the Inspection Report detailing the findings of the final inspection of the facility.

CONSULTING FEE AND INVOICING

The following fees are proposed for the services outlined in this proposal:

- Project Registration (reimbursable).....\$175.00
- TAS Plan Review Report \$675.00
- TAS Inspection Report \$900.00

The total proposed consulting fee under this agreement is one thousand seven hundred fifty dollars and zero cents (\$1,750.00).

To initiate services, the following items must be provided:

- Signed agreement
- Completed TDLR forms
- Half-sized hardcopy set of drawings provided by the client.
- A check for \$850 for the Project Registration and Plan Review fees should be made out to Altura Solutions, L.P.

The fees listed above are limited to one final plan review and one hour of technical assistance/consulting, and one final inspection. Preliminary reviews, plan review revisions, meetings, site visits, re-inspections, and additional consulting will be considered additional services and will be billed in addition to the contract amount above. This consulting rate is the currently approved City of Austin rate.

LIMIT OF LIABILITY

Client agrees that Altura Solutions, L.P.'s limit of liability for any claim against it for services performed under this contract shall be limited to the total of fees paid to Altura Solutions, L.P. pursuant to this agreement, but excluding the Texas Department of Licensing and Regulation (TDLR) required project filing fees.

Altura Solutions, L.P.

Client

By: _____

By: _____

Print Name: Jesus Lardizabal

Print Name: _____

Title: President

Title: _____

Date: _____

Date: _____

**Fee Estimate for Professional Services for Railroad Avenue
- Fixed Fee (not hourly) Basis to be Billed on Monthly as a Percentage of Services Completed**

| TASK / DESCRIPTION | PRINCIPAL | PROJECT MANAGER | SR PE | PE | JR PE | E.I.T. | CADD / GIS TECH | SURVEY MANAGER RPLS | SURVEY /SUE TECH | SURVEY/ CREW | CONTRACT ADMIN | CLERICAL SUPPORT | TOTAL MAN-HOURS | LABOR CHARGES | PRINTING, PLOTTING | DELIV. TRAVEL & SUE | SUB CONSULTANTS | COST FOR TASK | | | | |
|-------------------------------|---|-----------------|----------|----------|----------|----------|-----------------|---------------------|------------------|--------------|----------------|------------------|-----------------|---------------|--------------------|---------------------|-----------------|---------------|----------|-----------|----------|-----------|
| SHEETS | | | | | | | | | | | | | | | | | | | | | | |
| TASK 1 | PROJECT MANAGEMENT & COORDINATION | | | | | | | | | | | | | | | | | | | | | |
| 1.1 | PROGRESS MEETINGS, REPORTS, AND MONTHLY INVOICING | | | | | | | | | | | | | | | | | | | | | |
| 1.2 | COORDINATION, SUB MGMT, AND ADMINISTRATION OF WORK PRODUCTS | | | | | | | | | | | | | | | | | | | | | |
| SUBTOTAL HOURS/COSTS | | 2 | 28 | | | | | | | | 16 | 8 | 54 | \$8,310 | \$18 | \$107 | | \$8,435 | | | | |
| TASK 2 | DATA ACQUISITION | | | | | | | | | | | | | | | | | | | | | |
| 2.1 | GEOTECHNICAL INVESTIGATION & REPORT | | | | | | | | | | | | | | | | | | | | | |
| 2.2 | FIELD SURVEYING | | | | | | | | | | | | | | | | | | | | | |
| 2.4 | SUE - LV 'B' DESIGNATING AT PFENNIG LN | | | | | | | | | | | | | | | | | | | | | |
| 2.5 | SUE - LV 'C' and 'D' PLANS FOR REMAINDER OF RAILROAD | | | | | | | | | | | | | | | | | | | | | |
| SUBTOTAL HOURS/COSTS | | 2 | | | 4 | | 24 | 8 | 34 | 120 | | | 192 | \$25,880 | | \$4,855 | \$19,395 | \$50,130 | | | | |
| TASK 3 | DESIGN PLANS AND CONSTRUCTION DOCUMENTS | | | | | | | | | | | | | | | | | | | | | |
| 3.1 | SCHEMATIC LAYOUT | | | | | | | | | | | | | | | | | | | | | |
| 3.2 | NB RIGHT TURN LANE EVALUATION AT PFENNIG | | | | | | | | | | | | | | | | | | | | | |
| 3.3 | ROADWAY TYPICAL SECTIONS | | | | | | | | | | | | | | | | | | | | | |
| 3.4 | ROADWAY PLANS | | | | | | | | | | | | | | | | | | | | | |
| 3.5 | PAVEMENT MARKING AND SIGNAGE LAYOUTS | | | | | | | | | | | | | | | | | | | | | |
| 3.6 | TRAFFIC CONTROL PLANS | | | | | | | | | | | | | | | | | | | | | |
| 3.7 | SIGNALIZATION SHEETS | | | | | | | | | | | | | | | | | | | | | |
| 3.8 | SIDEWALK DETAIL SHEETS | | | | | | | | | | | | | | | | | | | | | |
| 3.9 | CITY STANDARDS | | | | | | | | | | | | | | | | | | | | | |
| 3.10 | QUANTITY TABULATIONS AND SUMMARIES | | | | | | | | | | | | | | | | | | | | | |
| 3.11 | PROJECT MANUAL, BID FORM, AND SPECIFICATIONS | | | | | | | | | | | | | | | | | | | | | |
| 3.12 | TDLR PROJECT REGISTRATION AND RAS PLAN REVIEW | | | | | | | | | | | | | | | | | | | | | |
| SUBTOTAL HOURS/COSTS | | 27 | 16 | 56 | 92 | 80 | 148 | 72 | | | | | 464 | \$59,820 | \$113 | | \$850 | \$60,783 | | | | |
| TASK 4 | UTILITY COORDINATION | | | | | | | | | | | | | | | | | | | | | |
| 4.1 | UTILITY CONFLICT ANALYSIS | | | | | | | | | | | | | | | | | | | | | |
| SUBTOTAL HOURS/COSTS | | | | | | 24 | | | | | | | 24 | \$3,000 | | | | \$3,000 | | | | |
| TASK 5 | PUBLIC INVOLVEMENT | | | | | | | | | | | | | | | | | | | | | |
| 5.1 | PUBLIC OPEN HOUSE | | | | | | | | | | | | | | | | | | | | | |
| SUBTOTAL HOURS/COSTS | | | 2 | 4 | 8 | | 16 | | | | | | 30 | \$4,080 | \$45 | \$27 | | \$4,152 | | | | |
| TASK 6 | CONSTRUCTION PHASE SERVICES | | | | | | | | | | | | | | | | | | | | | |
| 6.1 | BID PHASE | | | | | | | | | | | | | | | | | | | | | |
| 6.2 | CONSTRUCTION PHASE | | | | | | | | | | | | | | | | | | | | | |
| 6.3 | CONSTRUCTION MATERIALS TESTING (CMT) | | | | | | | | | | | | | | | | | | | | | |
| SUBTOTAL HOURS/COSTS | | | | 16 | 16 | | 64 | | | | | | 96 | \$12,320 | \$51 | \$163 | \$10,900 | \$23,434 | | | | |
| FEE SUMMARY | | | | | | | | | | | | | | | | | | | | | | |
| TASK 1 | PROJECT MANAGEMENT & COORDINATION | | | | | | | | | | | | | | | | | | | | | |
| TASK 2 | DATA ACQUISITION | | | | | | | | | | | | | | | | | | | | | |
| TASK 3 | DESIGN PLANS AND CONSTRUCTION DOCUMENTS | | | | | | | | | | | | | | | | | | | | | |
| TASK 4 | UTILITY COORDINATION | | | | | | | | | | | | | | | | | | | | | |
| TASK 5 | PUBLIC INVOLVEMENT | | | | | | | | | | | | | | | | | | | | | |
| TASK 6 | CONSTRUCTION PHASE SERVICES | | | | | | | | | | | | | | | | | | | | | |
| TOTAL HOURS | | 27 | 2 | 48 | 76 | 116 | 108 | 228 | 96 | 8 | 34 | 120 | 16 | 8 | | | | 860 | | | | |
| CONTRACT RATES (\$) | | | \$275.00 | \$210.00 | \$185.00 | \$145.00 | \$125.00 | \$110.00 | \$90.00 | \$175.00 | \$100.00 | \$150.00 | \$85.00 | \$65.00 | | | | | | | | |
| BASE SALARIES & REIMB'S TOTAL | | | \$550 | \$10,080 | \$14,060 | \$16,820 | \$13,500 | \$25,080 | \$8,640 | \$1,400 | \$3,400 | \$18,000 | \$1,360 | \$520 | | | | \$113,410 | | | | |
| TOTAL BY CATEGORY | | | 0% | 9% | 12% | 15% | 12% | 22% | 8% | 1% | 3% | 16% | 1% | 0% | 100% | \$113,410 | \$227 | \$5,152 | \$31,145 | \$149,934 | | |
| TOTAL FEE | | | | | | | | | | | | | | | | | | \$113,410 | \$227 | \$5,152 | \$31,145 | \$149,934 |