

PROFESSIONAL SERVICES AGREEMENT
Kleinfelder, Inc.
PROJECT-SERVICES: Material Testing for
TR2005 East Pflugerville Parkway

This Agreement is entered into the Twenty sixth, day of June 2026 (“Effective Date”), by and between the City of Pflugerville, a Texas Municipal Corporation (“City”), acting by and through its City Manager; and Kleinfelder, Inc. (“Consultant”), both of which may be referred to herein singularly as “Party” or collectively as the “Parties.” The Parties severally and collectively agree, and by the execution hereof are bound, to the obligations, performances, and accomplishment of the tasks described.

I. DEFINITIONS

As used in this Agreement, the following terms shall have the following meanings:

“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 designee.

II. TERM

2.1 This Agreement shall become effective upon the Effective Date and shall remain in effect until the twenty sixth day of August, 2027, the day that the Scope of Services is anticipated to be complete. The Agreement may also be terminated as provided for in this Agreement.

2.2 This Agreement is subject to City’s appropriation of funds within the budget year for which they are paid. Any payment made by City to Consultant must be made solely from the annual budgeting and appropriations of City. Should City not appropriate funds in any fiscal year for the purposes of this Agreement, City will have the right to terminate this Agreement, to be effective at the end of City’s then existing fiscal year (September 30). City shall provide notice of its decision to Consultant on or before August 1 of any year.

III. SCOPE OF SERVICES

3.1 Consultant agrees to provide the services described in this Article III in exchange for the compensation described in Article IV. “Scope of Services” are detailed in **Exhibit A**, which is incorporated by reference. All work performed by

Consultant hereunder shall be performed to the satisfaction of the City Manager pursuant to the terms of this Agreement. The determination made by City Manager shall be final, binding, and conclusive on the Parties. 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, 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, should City elect not to terminate.

3.2 Consultant shall perform and pay for all labor, tools, materials, equipment, supplies, transportation, and management necessary to perform all services set forth in **Exhibit A** and all other professional services reasonably inferable from **Exhibit A** and necessary for complete performance of Consultant's obligations under this Agreement, collectively referred to herein as "Services." City may, at any time, stop Consultant from performing the Services upon giving Consultant written notice. To the extent of any conflict between the terms of this Agreement and **Exhibit A**, the terms of this Agreement will prevail. Consultant shall diligently pursue completion of its Services, provide City with periodic updates as to its review of each assignment, and promptly inform City of any anticipated delay.

3.3 The Parties acknowledge and agree that time is of the essence with respect to all dates, deadlines, and milestones set forth in this Agreement. Consultant shall commence the Services on the date specified within the Project Schedule, which is included as part of **Exhibit A**, and shall prosecute the work diligently and continuously to achieve Substantial Completion and Final Completion for the Scope of Services by the dates set forth in the Project Schedule. Any modification to the Project Schedule must be made by written amendment executed by both Parties. In the event Consultant fails to achieve any milestone or completion date set forth in the Project Schedule, and such failure is not excused pursuant to the occurrence of an extraordinary event beyond the Consultant's control that prevents performance, Consultant shall be in default under this Agreement, and City shall be entitled to exercise any and all remedies available at law or in equity, including termination of this Agreement for cause.

3.4 Consultant shall use its best efforts, skill, judgment, and abilities in performing the Services in an expeditious and timely manner consistent with the applicable professional standards of care and the orderly progress of the Services. Consultant shall provide sufficient personnel to accomplish the Services in a timely manner. Consultant shall manage the Services and coordinate other professional services as necessary for the complete performance of Consultant's obligations under this Agreement. Consultant shall periodically report the status of the Services to City as appropriate to keep City informed as to the status of the work.

3.5 Consultant shall perform the Services in compliance with all applicable federal, state, and municipal laws and any other entity having jurisdiction over the Services. In addition, Consultant shall perform the Services in a manner consistent with generally accepted standards for its profession.

3.6 Plans, drawings, specifications, and/or other reports produced by Consultant (collectively referred to herein as “Design Documents”) pursuant to the Services must be reasonably accurate and free from material errors or omissions. Consultant shall promptly correct any known or discovered error, omission, or other defect in the Design Documents without any additional cost or expense to City and notify City of same.

3.7 Consultant shall designate a representative primarily responsible for its performance of the Services and provide the name of this person to City. The designated representative shall act on behalf of Consultant with respect to all phases of the Services and shall be available as required for the benefit of the City. Consultant shall not change the designated representative without prior written approval of City, which approval may not be unreasonably withheld.

IV. COMPENSATION TO CONSULTANT

4.1 In consideration of Consultant’s performance in a satisfactory and efficient manner, as determined solely by City Manager, City shall pay Consultant an amount not to exceed One hundred thirty-eight thousand four hundred sixty-six dollars and thirteen cents (\$138,466.13) as total compensation, to be paid to Consultant as further detailed in **Exhibit B**.

4.2 The Parties agree that all compensable expenses of Consultant have been provided for in the total payment to Consultant as specified in Section 4.1. No additional fees or expenses of Consultant shall be charged by Consultant nor be payable by City without prior approval and agreement of the Parties, as evidenced in writing and approved by City.

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 Services.

V. OWNERSHIP OF DOCUMENTS

5.1 Consultant shall submit all Design Documents to City for approval. All Design Documents must be professionally sealed as required by law or by City.

5.2 Consultant shall deliver the Design Documents, together with any necessary supporting documents, to City, and City has unlimited rights, for the benefit of City, in all Design Documents, including the right to use same on any other work of City without additional cost to City. The City's use of the Design 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.

5.3 Consultant grants City a royalty-free, perpetual license and right, to survive the termination of this Agreement, to all Design Documents that Consultant may cover by copyright and to all designs as to which Consultant may assert any rights or establish any claim under the design patent or copyright laws. This license includes City's right to use and reproduce the Design Documents as necessary. Further, Consultant acknowledges that City is subject to Chapter 552, Texas Government Code, commonly known as the "Texas Public Information Act," and hereby waives and releases the City from any claims against City for providing copies of the Design Documents in compliance with that Act.

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, 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 all documents produced because of the Services 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, 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 all such documents at 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 immediately notify City in the event Consultant receives any requests for information from a third party, which pertain to the Design Documents. Consultant understands and agrees that City will process and handle all such requests.

VII. TERMINATION AND OTHER REMEDIES

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, or earlier termination pursuant to any of the provisions hereof.

7.2 City or Consultant may suspend or terminate this Agreement for cause or without cause at any time upon 15 days’ written notice to the other Party. Notice shall be provided in accordance with Article VIII. 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. In the event suspension or termination is without cause, City’s payment to Consultant, in accordance with this Agreement, will be made based on the Services reasonably determined by City to be satisfactorily performed as of the date of suspension or termination. In addition, City’s payment is subject to the Consultant’s delivery of all documents and reports reasonably required by City, to include Design Documents, invoices, statements, and accounts.

7.3 Should City require a modification to this Agreement, and in the event City and Consultant fail to agree upon such modification, either City or Consultant have the option of terminating this Agreement. Thereafter, City shall pay Consultant in accordance with this Agreement for the Services mutually agreed upon by City and Consultant to be properly performed by the Consultant prior to such termination date.

7.4 Should Consultant default in the performance of this Agreement in a manner stated in this section 7.4, 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 15 days after receipt of the written notice, in accordance with Article VIII, 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.

7.5 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 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. Any record transfer shall be completed within thirty (30) 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) days of the effective date of completion, 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) days shall negate any liability on the part of City and constitute a Waiver by Consultant of all rights or claims to collect monies that Consultant may rightfully be otherwise entitled to for the Services performed pursuant to this Agreement.

7.8 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 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 (e.g., Federal 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: Cindy Reyes_____ (name)
Project Manager_____ (title)
15500 Sun Light Near Way #6
P.O. Box 589,
Pflugerville, Texas 78691

If intended for Consultant, to:

Benjamin Baugh_____ (name)
Project Manager_____ (title)
11100 Metric Blvd., Suite 100_____ (address)
Austin, TX 78735_____ (city/state)

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 “TR 2005 – East Pflugerville Parkway”(“Project Name”) 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 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.

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 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 AM Best’s rating of no less than A- (VII), in the following types and for an amount not less than the amounts listed below:

Insurance Requirements

Consultant performing work on the City’s property or its public right-of-way shall provide the City with a certificate of insurance evidencing the coverage provisions identified herein. Consultant shall provide the City with 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. 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
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Commercial (Public) include coverage for:	General Liability to Premises/Operations	1,000,000 occurrence, general aggregate	per 2,000,000	City to be listed as additional insured and provide 30 days' notice of cancellation or material change in coverage
	Products/ Completed Operations	Or 2,000,000 single coverage limit	combined	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			
	Limited Contractual Liability			
	Business Auto Liability	1,000,000 single limit	combined	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 insurance requirements should be directed to the City's Purchasing Division [(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. 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:

- a. Name the City, its officers, officials, employees, and agents 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;

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

9.6 Within five (5) 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 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 ITS ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS, AND AGENTS, INDIVIDUALLY AND COLLECTIVELY, FROM AND AGAINST ANY AND ALL 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. 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, OR AGENTS, IN INSTANCES WHERE SUCH NEGLIGENCE CAUSES PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE.

10.2 The provisions of this indemnity are solely for the benefit of the Parties 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 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 Section 271.904(d)(1-2), Texas Local Government Code.

10.5 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 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: Rodriguez Engineering Laboratories LLC. Any deviation from this subcontractor list, whether in the form of deletions, additions or substitutions shall be approved by City 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 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.

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 Manager. As a condition of such consent, if such consent is granted, Consultant shall remain liable for completion of the Services 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 because 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 ventures 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 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 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 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, if applicable, subject to formal approval by the City Council.

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 the 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 in compliance with all applicable federal, state, and local laws.

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 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. No act or omission by a Party shall in any manner impair or prejudice any right, power, privilege, or remedy available to that Party 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 in accordance with the laws of the State of Texas.

19.2 Venue for any legal action or proceeding brought or maintained, directly or indirectly, because 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 or she has full legal authority to execute this Agreement on behalf of Consultant and to bind Consultant to all 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 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:

Exhibit A - Scope of Services

Exhibit B – Compensation Schedule

XXIV. ENTIRE AGREEMENT

This Agreement and its exhibits, if any, constitute the final and entire agreement between the Parties and contain all 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, unless same be in writing, dated after 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 Prohibition on Contracts with Companies that Boycott Israel. Where this provision is applicable, Consultant verifies the following per Section 2271.002, Texas Government Code:

- a. Consultant does not boycott Israel; and
- b. Consultant will not boycott Israel during the term of the Agreement.

25.7 Prohibition Against Business with Iran, Sudan, or Foreign Terrorist Organization. Consultant verifies that Consultant is not engaged in business with Iran, Sudan, or any company identified on the list referenced in Section 2252.152, Texas Government Code.

25.8 Prohibition on Contracts with Companies Boycotting Energy Companies. Where applicable, Consultant verifies the following per Section 2276.002, Texas Government Code:

- a. Vendor does not boycott energy companies; and
- b. Vendor will not boycott energy companies during the term of the Agreement.

25.9 Written Verification as to Firearm Entities. Where applicable, Consultant verifies the following per Section 2274.002, Texas Government Code:

- a. Consultant does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and
- b. Consultant will not discriminate against a firearm entity or firearm trade association during the term of the Agreement.

25.10 Prohibition on Contracts with Companies Related to Certain Countries. Where this Agreement pertains to “critical infrastructure,” as defined by Section 2275.0101, Texas Government Code, Consultant verifies (1) that it is not owned by or the majority of stock or other ownership interest of the company is not held or controlled by: (a) individuals who are citizens of China, Iran, North Korea, Russia, or other designated countries; or (b) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or other designated countries; or (2) headquartered in China, Iran, North Korea, Russia, or other designated countries.

25.11 Certificate of Interested Parties (TEC Form 1295). For contracts

needing 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 Section 2252.908, Texas Government Code and the rules promulgated thereunder by the TEC. Consultant understands that failure to provide said form complete with a certificate number assigned by the TEC may prohibit the City from entering the 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 may accompany the bid, or may be submitted separately, but must be provided to the City prior to the award of the Agreement. Neither the City nor its consultants have the ability to verify the information included in a TEC Form 1295, and neither have an obligation nor undertake responsibility for advising any offeror with respect to the proper completion of the TEC Form 1295.

25.12 Notice of Cybersecurity Incident. Consultant shall promptly notify City in writing, but in no event later than 48 hours, after discovering any actual or suspected cybersecurity incident, data breach, or unauthorized access that may compromise the confidentiality, integrity, or availability of City’s private, confidential, or sensitive information. The notice shall include, to the extent known at the time: (a) a summary of the nature and scope of the incident; (b) the types of data affected; (c) any remedial actions taken or planned; and (d) any recommendations for City to mitigate potential harm. Consultant shall cooperate fully with City in investigating and responding to such incidents, including providing reasonable assistance in complying with any legal or regulatory obligations arising from the breach.

(signatures begin on following page)

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

**CITY OF
PFLUGERVILLE**

CONSULTANT
Kleinfelder, Inc.

(Signature)

Printed Name: James Hartshorn

Title: City Manager

Date: _____

(Signature)

Printed Name: Kelly Daniel

Title: Senior Program Manager

Date: 7/2/2026

ATTEST:

Trista Evans, City Secretary

APPROVED AS TO FORM:



Michael C. Hayes, City Attorney

Exhibit A



June 12, 2026
Revision 1: July 2, 2026
Kleinfelder Proposal No.: AUS26P197102R1

Sindy Reyes
Project Manager
Engineering Department
City of Pflugerville, Texas

**SUBJECT: Proposal for Construction Materials Testing Services and Inspection
City of Pflugerville – TR2005 East Pflugerville Parkway
Pflugerville, Texas**

Dear Ms. Reyes:

Kleinfelder is pleased to present this proposal and fee estimate to perform testing services for the above-referenced project. The following paragraphs describe our understanding of the project, our scope of services, and cost estimate to perform requested services.

PROJECT DESCRIPTION

The East Pflugerville Parkway Improvements project consists of approximately 8,825 linear feet (1.67 miles) of roadway and drainage enhancements along an existing corridor in Pflugerville, Texas. The project includes subgrade preparation and lime stabilization, flexible base placement, asphalt paving, storm drainage systems, curb and gutter, sidewalks, ADA-compliant ramps, driveways, and associated traffic control and safety features. Construction is anticipated to occur over multiple phases along the corridor, with work activities distributed across several intersections and tie-in locations.

SCOPE OF SERVICES

We propose to provide construction materials testing services for the East Pflugerville Parkway Street and Drainage Improvements project in accordance with the project plans and applicable governing standards. The need for testing services will be identified and scheduled in coordination with the Contractor, Owner, or their designated representative.

The following documents and information form the basis of this proposal and our scope of services:

- Proposed Street and Drainage Improvements, East Pflugerville Parkway (100% Submittal), Colorado Sand Drive to Weiss Lane
- Our review of the available plan set and typical construction sequence for similar roadway improvement projects
- Assumed compliance with City of Pflugerville Standard Specifications and TxDOT Standard Specifications for Construction and Materials
- Our experience with projects of similar size, complexity, and construction activities

In the absence of a project-specific specification manual, testing frequencies and procedures have been developed based on City of Pflugerville and TxDOT requirements, as well as industry-standard practices for roadway construction.

The scope of services described herein provides the basis of our cost estimate. Services will be performed from our Austin office, with field personnel mobilized to the project site as required. Staffing and laboratory support have been structured to provide consistent coverage during active construction phases while maintaining flexibility to accommodate contractor production rates.

We are committed to providing services consistent with the applicable standard of care. Should project requirements, specifications, or scope elements vary from those assumed herein, we would be pleased to review and adjust our scope and fee accordingly.

Soils Observation and Testing

We will provide field personnel to observe and test earthwork activities including excavation, subgrade preparation, lime stabilization (if utilized), and fill placement associated with roadway construction. Our services will include in-place density and moisture content testing using the nuclear gauge method in accordance with applicable standards. Earthwork operations will be monitored to evaluate compaction effort, moisture conditioning, and overall suitability of materials, including observation for deleterious materials, oversized particles, and general compliance with project requirements.

Field personnel will document proof rolling and identify areas requiring moisture conditioning or rework as needed to achieve specified compaction. Density testing will be performed to verify that in-place soils meet the required compaction and moisture criteria.

Representative soil samples will be obtained and transported to our laboratory for testing as required, including development of moisture-density relationships (Proctors), classification testing, and lime treatment evaluation (if applicable), in accordance with the assumptions outlined in this proposal.

Structural Concrete Placement

Our services will include periodic observation, sampling, and field testing during the placement of concrete associated with roadway construction, including curb and gutter, sidewalks, driveways, ADA ramps, and intersection improvements. Field services will include sampling and testing of concrete for slump, air content, temperature, and ambient conditions in accordance with applicable standards.

Field personnel will observe placement operations for general compliance with project requirements, including verification of mixing, handling, and placement procedures. Concrete samples will be obtained and test specimens cast for determination of compressive strength.

For budgeting purposes, we have assumed sampling frequencies consistent with typical municipal and TxDOT practices based on placement type and production rates. Each sampling event will include a set of compressive strength cylinders for laboratory testing at specified intervals (typically 7-day and 28-day breaks). Additional cylinders for early-age strength testing or special testing requirements will be performed upon request for an additional fee.

Concrete test specimens will be properly cured, transported, and tested in our laboratory in accordance with applicable standards. Documentation of field testing and laboratory results will be maintained and provided in project reports.

We have assumed that the Contractor will submit appropriate material certifications and mix design submittals (including cement, aggregates, admixtures, and reinforcing steel as applicable) for review, thereby eliminating the need for material qualification testing under this scope.

Hot-Mix Asphaltic Concrete (HMAC) Placement

We will provide a technical professional to observe and coordinate field activities during Hot Mix Asphalt Concrete (HMAC) paving operations to verify general conformance with project requirements and applicable standards. Services are anticipated to include periodic observation of paving operations, coordination with the Contractor and subconsultant, and documentation of field activities.

Representative bag samples of HMAC will be collected during production for laboratory testing of mixture properties, including asphalt content, gradation, and theoretical maximum density (Rice). In addition, roadway cores will be obtained at selected locations for determination of in-place density and thickness in accordance with project requirements.

Subsurface coring and laboratory testing services will be performed by Rodriguez Engineering Laboratories, LLC, acting as a subconsultant. Coordination of sampling, testing, and reporting will be managed as part of our scope of services. Our field personnel will be present during paving operations, as scheduled, to observe work activities, verify test locations, and facilitate communication between the Contractor and laboratory.

It is assumed that the Contractor will provide approved mix designs and material certifications for hot mix asphalt in accordance with applicable specifications. This scope provides for verification testing only and does not include mix design development or source approval testing unless otherwise requested.

Project Management, Project Administration

Kleinfelder will provide a project manager to serve as coordinator for our services. Our project manager will review field and laboratory reports during the assessment and construction phases. Items that do not comply with the project requirements will be brought to the immediate attention of the construction manager for delivery to the general contractor's superintendent, designated design professionals, and your representative responsible and noted in the deviations log. The project will be managed closely to identify potential budget and schedule impacts during the project. Kleinfelder's project manager will also monitor field operations for potential out-of-scope items that may develop during the project that are not included in this proposal and cost estimate.

It should be noted that our services will not include: (1) supervision, direction, or acceptance of the contractor's work; (2) interpretation or modification of the project plans or specifications; (3) submittal of test results or reports to any regulatory agency (unless specifically requested by Client in writing); or (4) job site safety.

FEE ESTIMATE

We have estimated an approximate total budget of **\$ 138,466.13** for the project, as reflected in the attached time and material fee estimate (Table 1).

We do not anticipate using equipment that is non-standard (rebar locators, or other non-standard equipment) for this project. Our estimate is provided on a time-and-materials basis. It should be noted that our total fees on the project can fluctuate for a variety of factors beyond our control including weather conditions, the quality and performance of the construction materials used, and the contractor's team, as well as the contractor's approach and scheduling of construction sequences. Jurisdictional requirements not identified at the outset of the project, or other unpredictable events that develop during the project, can contribute to additional unplanned inspection or unanticipated engineering consultation not factored into our estimate.

In the event conditions arise which are beyond our control, were unknown at the time this proposal was prepared, were unanticipated based on the available information, or differ significantly from the assumptions below, we may need to revise our scope of work and estimated fees in order to complete the project.

ASSUMPTIONS

During our proposal preparation certain assumptions were required based on the available information (noted above), the following assumptions apply:

- Access to the site will be provided by the Client and/or Contractor.
- Work will be performed during normal business hours, typically between 7:00 AM and 6:00 PM.
- Overtime is defined as work exceeding eight (8) hours per day, weekends, and holidays, and will be billed accordingly. Overtime is excluded from this estimate.
- Re-testing, re-inspection, or additional testing resulting from failed tests, non-compliant work, or contractor rework is not included.
- Standby time, return trips, or call-out services due to the work not being ready for inspection or testing are not included.
- Sampling and testing of reinforcing steel, cement, aggregates, and other component materials for concrete are not included.
- The Contractor will provide access and any necessary equipment (e.g., scaffolding, lifts, ladders, shoring, etc.) required for inspection and sampling activities.
- In the absence of a project-specific specification manual, testing frequencies and procedures are based on City of Pflugerville and TxDOT Standard Specifications and typical industry practices.
- The estimate is based on typical contractor production rates and sequencing. Significant deviations may require additional services.
- Delays due to weather conditions, unsuitable site conditions, or moisture-related rework impacting testing frequency or field presence are not included.

LIMITATIONS

Our work will be performed in a manner consistent with that level of care and skill ordinarily exercised by other members of Kleinfelder's profession practicing in the same locality, under similar conditions and at the date the services are provided. Our conclusions, opinions, and recommendations will be based on a limited number of observations and data. It is possible that conditions could vary between or beyond the data evaluated.

This proposal was prepared specifically for the client and its designated representatives and may not be provided to others without Kleinfelder's express permission.

Materials testing, and observation services provided by Kleinfelder will be performed in accordance with generally accepted procedures practiced within the project area at the time of our services. Even with diligent monitoring, construction defects may occur. In all cases the contractor is solely responsible for the direction and quality of the work, adherence to plans and specifications, and repair of defects regardless of when they are found.

The safety of our employees is of paramount concern to Kleinfelder. You will be notified if the location of your project represents a potential safety concern to our employees. Unsafe conditions for field work will require a modification of our estimated scope of work.

TERMS OF ENGAGEMENT

Construction materials testing services will be performed in accordance with a contract to be provided by the Client. Upon receipt, we will review the agreement and execute the contract as required to proceed with services.

Execution of a mutually acceptable agreement and issuance of a written notice to proceed will serve as authorization for Kleinfelder to begin work. We are prepared to commence services upon receipt of electronic or written authorization, with formal contract execution to follow.

Any modifications to the scope of services, assumptions, or terms described in this proposal must be mutually agreed upon and may result in adjustments to the scope, schedule, or compensation.

Acceptance of this proposal indicates the Client's understanding of the anticipated scope of services, budget, and assumptions upon which this estimate is based. The terms outlined in this proposal will remain valid and applicable to the extent they are consistent with the final executed agreement and will govern the performance of services through completion of the project.

CLOSURE

We appreciate the opportunity to provide these professional services and look forward to supporting the City of Pflugerville on this project. Please contact the undersigned at 512.926.6650 if you have any questions.

Sincerely,

KLEINFELDER, INC.

Texas Registered Engineering Firm F-16438



Benjamin Baugh, EIT
Project Manager



Joel Peters, PE
Senior Project Manager

Attachments:

Table 1 – City of Pflugerville East Pflugerville Parkway TR2005 Fee Estimate
Rodriguez Engineering – Letter for HMAC Testing
Rodriguez Engineering – Cost Estimate for HMAC Testing

Exhibit B



TABLE 1
Special Inspection and Construction Materials Testing
Fee Estimate
Revision 1: 7/2/2026
City of Pflugerville - East Pflugerville Parkway
Pflugerville, Texas

Special Inspection and Construction Materials Testing

Roadway Testing East Pflugerville Parkway TR2005

Soils Observation and Testing Services

	Number of Visits (days)	Hours each visit (hours)	Total (hours)	Rate	Cost
Technician - Rough Grading	8	4	32	\$74.00	\$2,368.00
Technician - Final Subgrade	8	4	32	\$74.00	\$2,368.00
Technician - Utility Backfill	16	4	64	\$74.00	\$4,736.00
Technician - Sample Pick-up	4	2	8	\$74.00	\$592.00

			Total (each)		
Vehicle/Round Trip Charge			36	\$60.00	\$2,160.00

			Total (each)		
Nuclear Moisture/Density (per day)			36	\$56.00	\$2,016.00

Estimated Subtotal **\$14,240.00**

Soils Laboratory Testing

			Total (each)	Rate	Cost
Sieve analysis Coarse (TEX-110-F)			12	\$120.00	\$1,440.00
Sieve analysis Fine (TEX-110-F)			12	\$120.00	\$1,440.00
Sieve analysis % finer than 200 (TEX-111-E)			6	\$55.00	\$330.00
Moisture/Density (TEX-113-E or 114-E)			6	\$275.00	\$1,650.00
Atterberg Limits, Multi-Point Method (TEX-104-E / TEX-106-E)			12	\$125.00	\$1,500.00

TxDOT Lime Series Testing (TEX-121-E)

Sieve analysis Coarse (TEX-110-F)			4	\$120.00	\$480.00
Sieve analysis Fine (TEX-110-F)			4	\$120.00	\$480.00
Sieve analysis % finer than 200 (TEX-111-E)			4	\$55.00	\$220.00
Atterberg Limits, Multi-Point Method (TEX-104-E / TEX-106-E)			4	\$125.00	\$500.00
Soil PH Testing (TEX-128-E)			4	\$60.00	\$240.00
Stabilized Soil UC Strength, Set of 3			4	\$1,050.00	\$4,200.00
Eades and Grim (Lime Series)			2	\$260.00	\$520.00

Estimated Subtotal **\$13,000.00**

Reinforced Concrete Inspection and Testing Services

	Number of Visits (days)	Hours each visit (hours)	Total (hours)	Rate	Cost
Technician - Curb and Gutter	25	4	100	\$74.00	\$7,400.00
Technician - Sidewalks	12	4	48	\$74.00	\$3,552.00
Technician - Driveways and ADA Ramps	10	4	40	\$74.00	\$2,960.00
Technician - Intersections	6	4	24	\$74.00	\$1,776.00
Technician - Sample Pick-up - Concrete Cylinders	20	2	40	\$74.00	\$2,960.00

			Total (each)		
Vehicle/Round Trip Charge			53	\$60.00	\$3,180.00

Estimated Subtotal **\$21,828.00**

Reinforced Concrete Laboratory Testing

	Sets (each)	Cylinders Per Set (each)	Total (each)	Rate	Cost
Concrete Compression	66	5	330	\$28.00	\$9,240.00

Estimated Subtotal **\$9,240.00**

Asphalt Pavement Density Testing/ Sampling Services

Rodriguez Engineering Lab - Subconsultant for Asphalt Testing (Detailed Fee Proposal Attached)					Cost \$43,312.50
				Subconsultant 5% Markup	\$2,165.63

Estimated Subtotal **\$45,478.13**

Project Management, Administration and Quality Assurance

	Number of Weeks (weeks)	Hours each week (hours)	Total (each)	Rate	Cost
Principal, Project Meetings/Oversight	48	0.5	24	\$240.00	\$5,760.00
Project Manager - Meetings/Review/Quality Manager	48	1.25	60	\$215.00	\$12,900.00
Staff Professional - Review	48	1.5	72	\$110.00	\$7,920.00
Project Controls Professional	48	1	48	\$85.00	\$4,080.00
Administrator - Dispatch/Report Distribution	48	1.25	60	\$65.00	\$3,900.00
Vehicle/Round Trip Charge			2	\$60.00	\$120.00

Estimated Subtotal **\$34,680.00**

KLEINFELDER ESTIMATED FEE

\$138,466.13

Please note: Overtime services not specifically listed above will incur a multiplier of 1.50 times the rate shown and Double time will incur a multiplier of 2.0 times the rate shown.

Round trip charge includes vehicle and mileage to the project site, Technician hourly rates are based on portal to portal and are subject to a 2 hour minimum when scheduled to be on site.



June 10, 2026

Ben Baugh, E.I.T.
Staff Professional
Kleinfelder, Inc.
11100 Metric Boulevard, Suite 100
Austin, Texas 78758

RE: East Pflugerville Parkway – Proposed Street and Drainage Improvements (Asphalt Testing)
Pflugerville, Texas

Dear Mr. Baugh,

Rodriguez Engineering Laboratories LLC appreciates the opportunity to submit our proposal to provide asphalt testing services during the construction phase of the above-referenced project.

The enclosed fee estimate is based on the information provided, our current understanding of the project, and the testing frequency indicated by the project specifications. We propose handling this work for an estimated fee of \$43,312.50; a detailed fee estimate is attached. Any additional work resulting from changes in the construction schedule or scope of work, increased testing frequency, retesting due to failed tests, job cancellations, or other factors will be charged at the attached rates.

The Client should coordinate testing by calling our office at least 24 hours in advance. Our services will be provided on a call-out basis.

If you have any questions regarding the proposal, please do not hesitate to contact us. We look forward to working with you on this project.

Respectfully Submitted,

Jose Melendez, P.E.



**Basis for Cost Estimate
Construction Materials Testing
Pflugerville, Texas**

PROJECT NAME: East Pflugerville Parkway - Proposed Street and Drainage Improvements - Kleinfelder

Unit Costs					
Services To Be Provided	Test Code	Unit	Quantity	Cost	Total Cost
Item 341-7001: D-GR HMA TY-B PG 64-22 (Estimated 9 Production days)		TON	8526		
Testing of aggregate is not anticipated if material as listed on the current BRSQC and meets project specifications.					
Laboratory Testing:					
Asphalt Content by Extraction	Tex-210-F	Per ea	27	\$ 209.00	\$ 5,643.00
Gradation of Aggregate from Extraction or Ignition	Tex-200-F	Per ea	27	\$ 98.00	\$ 2,646.00
Specimen Molding by SGC (2 per set)	Tex-241-F	Per ea	27	\$ 106.50	\$ 2,875.50
Bulk Density of Compacted Specimens (2 per set)	Tex-207-F, Part I	Per ea	27	\$ 77.50	\$ 2,092.50
Maximum Theoretical Specific Gravity, Rice Method (Bag Sample)	Tex-227-F	Per ea	27	\$ 69.00	\$ 1,863.00
Field Testing:					
Field tech Time (on-site only, 2-hour minimum)	-	Per hr	40	\$ 76.00	\$ 3,040.00
Trip Charge (round-trip from REL Austin) (Vehicle or Mileage is not included)	-	Per hr	9	\$ 76.00	\$ 684.00
Vehicle	-	Per trip	9	\$ 90.00	\$ 810.00
Obtain Cores 0"-6" depth @ 6" Φ (includes patching and sample prep.)	-	Per ea	27	\$ 121.50	\$ 3,280.50
Thickness of HMA Cores by Direct Measurement	-	Per ea	27	\$ 20.50	\$ 553.50
Specific Gravity, Bulk Core	Tex-207-F, Part I	Per ea	27	\$ 34.00	\$ 918.00
Specific Gravity, Bulk Core (Vacuum Method)	Tex-207-F, Part VI	Per ea	1	\$ 88.00	\$ 88.00
Longitudinal Joint Density with Density Gauge	Tex-207-F, Part VII	Per ea	1	\$ 96.50	\$ 96.50
Mat Segregation with Density Gauge	Tex-207-F, Part V	Per ea	1	\$ 96.50	\$ 96.50
Thermal Profile	Tex-244-F	Per ea	1	\$ 217.50	\$ 217.50
Report of Asphalt Test Results (includes clerical, engineering review/seal, etc.)	-	Per ea	9	\$ 102.50	\$ 922.50
				Sub-Total =	\$ 25,827.00
Item 341-7032: D-GR HMA TY-C SAC-B PG 76-22 (Estimated 6 Production days)		TON	5355		
Testing of aggregate is not anticipated if material as listed on the current BRSQC and meets project specifications.					
Laboratory Testing:					
Asphalt Content by Extraction	Tex-210-F	Per ea	18	\$ 209.00	\$ 3,762.00
Gradation of Aggregate from Extraction or Ignition	Tex-200-F	Per ea	18	\$ 98.00	\$ 1,764.00
Specimen Molding by SGC (2 per set)	Tex-241-F	Per ea	18	\$ 106.50	\$ 1,917.00
Bulk Density of Compacted Specimens (2 per set)	Tex-207-F, Part I	Per ea	18	\$ 77.50	\$ 1,395.00
Maximum Theoretical Specific Gravity, Rice Method (Bag Sample)	Tex-227-F	Per ea	18	\$ 69.00	\$ 1,242.00
Field Testing:					
Field tech Time (on-site only, 2-hour minimum)	-	Per hr	28	\$ 76.00	\$ 2,128.00
Trip Charge (round-trip from REL Austin) (Vehicle or Mileage is not included)	-	Per hr	6	\$ 76.00	\$ 456.00
Vehicle	-	Per trip	6	\$ 90.00	\$ 540.00
Obtain Cores 0"-6" depth @ 6" Φ (includes patching and sample prep.)	-	Per ea	18	\$ 121.50	\$ 2,187.00
Thickness of HMA Cores by Direct Measurement	-	Per ea	18	\$ 20.50	\$ 369.00
Specific Gravity, Bulk Core	Tex-207-F, Part I	Per ea	18	\$ 34.00	\$ 612.00
Specific Gravity, Bulk Core (Vacuum Method)	Tex-207-F, Part VI	Per ea	1	\$ 88.00	\$ 88.00
Longitudinal Joint Density with Density Gauge	Tex-207-F, Part VII	Per ea	1	\$ 96.50	\$ 96.50
Mat Segregation with Density Gauge	Tex-207-F, Part V	Per ea	1	\$ 96.50	\$ 96.50
Thermal Profile	Tex-244-F	Per ea	1	\$ 217.50	\$ 217.50
Report of Asphalt Test Results (includes clerical, engineering review/seal, etc.)	-	Per ea	6	\$ 102.50	\$ 615.00
				Sub-Total =	\$ 17,485.50
TOTAL ESTIMATED FEE =					\$ 43,312.50

NOTE: The above cost estimate was based on the information provided by the client (Three bags and three cores per production day). The on-site inspector will be responsible for providing test locations and scheduling sampling and testing by calling our office at least 24 hours in advance. Only actual tests performed will be charged. The minimum call-out charge for technicians and equipment is 2 hours. Any additional testing will be charged using the above fee schedule.