

**STANDARD GOVERNMENTAL CONTRACT AND PURCHASING RIDER
FOR CONTRACTS WITH THE CITY OF PFLUGERVILLE, TEXAS**
(Version 2024)

1. Application. This Governmental Rider applies to, is part of, and takes precedence over any conflicting provision in or attachment to the Contract (Contract) (attached hereto) of WSB LLC, (Vendor)(collectively, the “Parties”). The Contract involved in this Rider is described as follows:

Title of Contract: Bond Committee Consultant Services

2. Payment Provisions. The City’s payments under the Contract, including the time of payment and the payment of interest on overdue amounts, are subject to Chapter 2251, Texas Government Code. City reserves the right to modify any amount due to contractor presented by invoice to the city if necessary to conform the amount to the terms of the contract.

____. When denoted as applicable, the City has identified that time is of the essence in the performance of this contract and the City will suffer financial loss if the contract is not completed within the times specified in the contract herein referenced, plus any extensions mutually agreed to by the Parties. The Parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by City if the contract is not completed on time. Accordingly, instead of requiring such proof, the Parties hereby agree that as liquidated damages for delay, but expressly acknowledged herein as not being a penalty, **Vendor shall pay City N/A (\$ N/A) for each day that expires after the time specified in the contract for completion.**

3. Multiyear Contracts. If the City’s city council does not appropriate funds to make any payment for a fiscal year after the City’s fiscal year in which the contract becomes effective and there are no proceeds available for payment from the sale of bonds or other debt instruments, then the Contract automatically terminates at the beginning of the first day of the successive fiscal year. (Section 5, Article XI, Texas Constitution). It is understood and agreed the City shall have the right to terminate the agreement at the end of any City fiscal year if the governing body of the City does not appropriate funds sufficient to continue the contract, as determined by the City’s budget for the fiscal year in question. The City may execute such termination by giving contractor a written notice of termination at the end of its then current fiscal year.

4. Best Value Determination. All competitive bids or proposals received shall be evaluated based on the best value for the City. Best value shall be determined any relevant criteria specifically listed in the solicitation and by considering all or part of the criteria listed below:

- a. Bid price.
- b. Reputation of the bidder and of bidder’s goods and services.
- c. The quality of the bidder’s goods or services.
- d. The extent to which the goods or services meet the City’s needs.
- e. Bidder’s past relationship with the City. All vendors shall be evaluated on their past performance and prior dealings with the City to include, but not limited to, failure to meet specifications, poor quality, poor workmanship, and late delivery.

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5. Local Preference. The City Council supports the local preference option for purchasing. In accordance with Chapter 271.9051 of the State of Texas Local Government Code, the City Council may choose to award a competitive bid to a bidder whose principal place of business is in the City limits, provided that this bid is within 5% of the lowest bid price received.

6. No Ex-Parte Communications during Competitive Bidding Period. To insure the proper and fair evaluation of a response, the City prohibits ex parte communication (e.g., unsolicited) initiated by the proposed contractor to a City official or employee evaluating or considering the responses prior to the time a formal decision has been made. Questions and other communication from vendors will be permissible until 5:00 pm on the day specified as the deadline for questions. Any communication between responder and the City after the deadline for questions will be initiated by the appropriate City official or employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the response. Ex parte communication may be grounds for disqualifying the offending responder from consideration or award of the solicitation then in evaluation, or any future solicitation.

7. Abandonment or Default. A contractor who abandons or defaults the work on the contract and causes the City to purchase the services elsewhere may be charged for any increased cost of goods, materials and/or services related thereto and shall be considered disqualified in any re-advertisement of the service and may not be considered in future bids for the same type of work for a period of three years for the same scope of work, goods or services.

8. Disclosure of Litigation. Each contractor shall include in its proposal a complete disclosure of any civil or criminal litigation or investigation pending which involves the respondent or which has occurred in the past in which the respondent has been judged guilty or liable by a competent court regardless of whether the Court Order or Judgment is final or on appeal.

9. Cancellation. The City reserves the right to cancel the contract without penalty by providing 30 days prior written notice to the contracting party. Termination under this paragraph shall not relieve the contractor of any obligation or liability that has occurred prior to cancellation. **NOTE: This contract is subject to cancellation, without penalty, at any time the City deems the vendor to be non-compliant with contractual obligations.**

10. Annual Vendor Performance Review. The City reserves the right to review the vendor's performance at the end of each twelve month contract period and to cancel all or part of the agreement (without penalty) or continue the contract through the next period.

11. Compliance with other laws and certification of eligibility to contract. Any offer to contract with the City shall be considered an executed certification that the contractor will shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, (as amended during the contracting period) and any orders and decrees of any court or administrative bodies or tribunals in any matter affecting the performance of the resulting agreement, including without limitation, immigration laws, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. *Additionally, such offer shall indicate that the contractor has fully read and understood the terms and conditions for eligibility to contract with the City pursuant to*

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Chapter 38 of the City's Ordinances and certifies they are in compliance with those local requirements. When requested, the contractor shall furnish the City with satisfactory proof of its compliance within 10 days or any contract with the City is void.

12. Compliance with all Codes, Permitting and Licensing Requirements. The successful contractor shall comply with all national, state and local standards, codes and ordinances as well as any other authorities that have jurisdiction pertaining to equipment and materials used and their application. None of the terms or provisions of the specification shall be construed as waiving any rules, regulations or requirements of these authorities. The successful bidder shall be responsible for obtaining all necessary permits, certificates and/or licenses to fulfill contractual obligations.

13. 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; (ii) will not boycott Israel during the term of the contract; (iii) does not boycott energy companies; (iv) will not boycott energy companies during the term of the contract; (v) does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and (vi) will not discriminate during the term of the contract against a firearm entity or firearm trade association (Texas Government Code, Chapter 2271.002; 2274.002).

Contractor hereby verifies that it does not boycott Israel, and agrees that, during the term of this agreement, will not boycott Israel as this term is defined in the Texas Government Code, Section 808.001, as amended. Contractor hereby verifies that it does not boycott energy companies, and agrees that, during the term of this agreement, will not boycott energy companies as this term is defined in Texas Government Code, Section 809.001, as amended. Contractor hereby verifies that it does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association, and agrees that, during the term of this agreement, will not discriminate against a firearm entity or firearm trade association as those terms are defined in Texas Government Code, Section 2274.001, as amended.

Further, Contractor 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 Organizations.

14. Liability and Indemnity of City. Any provision of the Contract is void and unenforceable if it: (1) limits or releases either party from liability that would exist by law in the absence of the provision; (2) creates liability for either party that would not exist by law in the absence of the provision; or (3) waives or limits either party's rights, defenses, remedies, or immunities that would exist by law in the absence of the provision.. (Section 5, Article XI, Texas Constitution)

15. Indemnity and Independent Contractor Status of Contractor. Contractor shall indemnify, save harmless and defend the City, its officers, agents, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, reasonable attorney's fees and any and all other costs or fees (whether grounded in Constitutional law, Tort, Contract, or Property Law, or raised pursuant to local, state or federal statutory provision), arising out of the performance of the resulting agreement

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and/or arising out of a willful or negligent act or omission of the contractor, its officers, agents, and employees. It is understood and agreed that the contractor and any employee or sub-contractor of contractor shall not be considered an employee of the City. The contractor shall not be within protection or coverage of the City's workers' compensation insurance, health insurance, liability insurance or any other insurance that the City from time to time may have in force and effect. City specifically reserves the right to reject any and all contractor's employees, representatives or sub-contractors and/or their employees for any cause, should the presence of any such person on City property or their interaction with City employees be found not in the best interest of the City, harassing, or is found to interfere with the effective and efficient operation of the City's workplace.

16. Liens. Contractor agrees to and shall indemnify and save harmless the City against any and all liens and encumbrances for all labor, goods and services which may be provided under the resulting agreement. At the City's request the contractor or subcontractors shall provide a proper release of all liens, or satisfactory evidence of freedom from liens shall be delivered to the City.

17. Confidentiality. Any provision in the Contract that attempts to prevent the City's disclosure of information that is subject to public disclosure under federal or Texas law or regulation, or court or administrative decision or ruling, is invalid. (Chapter 552, Texas Government Code)

18. Tax Exemption. The City is not liable to Vendor for any federal, state, or local taxes for which the City is not liable by law, including state and local sales and use taxes (Section 151.309 and Title 3, Texas Tax Code) and federal excise tax (Subtitle D of the Internal Revenue Code). Accordingly, those taxes may not be added to any item. Texas limited sales tax exemption certificates will be furnished upon request. Vendors shall not charge for said taxes. If billed, the City will remit payment less sales tax.

19. Contractual Limitations Period. Any provision of the Contract that establishes a limitations period that does not run against the City by law or that is shorter than two years is void. (Sections 16.061 and 16.070, Texas Civil Practice and Remedies Code)

20. Sovereign Immunity. Any provision of the Contract that seeks to waive the City's immunity from suit and/or immunity from liability is void unless agreed to by specific acknowledgement of the provision within the contract.

21. Governing Law and Venue. Texas law governs this Contract and any lawsuit on this Contract must be filed in a court that has jurisdiction in Travis County, Texas.

22. 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 Contractor 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 Contractor understands that failure to provide said form complete with a certificate number assigned by the TEC may prohibit the City from entering the Contract.

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,

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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 contract. 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 bidder with respect to the proper completion of the TEC Form 1295.

CITY OF PFLUGERVILLE, TEXAS

VENDOR

By: _____

Assistant City Manager


Jay Kennedy, PE

Title: Vice President

Date: _____

Date: 1-19-26

PRINT

Exhibit A
January 13, 2026

Bond Committee Consultant Services
City of Pflugerville, Texas

I. Project Description

WSB's bond committee services will include the following. Services shall be provided at City discretion when effort is mutually deemed to be of value to the program without duplicating services of contracted consultants or City Staff. WSB will serve as a facilitator, technical advisor, and compile a prioritized list of projects to present in the bond package along with a bond amount to support bond projects.

II. Scope of Services

1. Task 1 – Program Planning

- A. Internal project management, invoicing, progress reporting, and workload management.
- B. Quality Control (QC) Efforts – WSB will implement internal quality control measures throughout the duration of the project to ensure accuracy, completeness, and consistency of all deliverables. QC efforts will include:
 - 1) Document Review: All reports, presentations, and communication materials will undergo internal peer review prior to submission.
 - 2) Data Verification: Validate project data, maps, and financial projections for accuracy and alignment with City-provided information.
 - 3) Meeting Materials QC: Review agendas, presentations, and committee input tools for clarity and correctness before each Bond Advisory Committee meeting and Public Open House.
 - 4) Final Deliverable QC: Conduct a comprehensive review of the final report and recommendations to confirm compliance with agreed-upon criteria and objectives.
- C. Information Gathering
 - 1) Meet with City Staff to obtain Capital Improvement Plan (CIP) projects and department project requests for bond-funded projects.
 - 2) Gather available information for Bond Advisory Committee meetings to consider projects.
- D. Develop criteria for Bond Advisory Committee evaluation.
- E. Develop program-wide financial projections, potential timelines/schedules for projects and the program.
- F. Meet with Staff/City Leadership for Staff input and recommendations.

2. Task 2 – Bond Advisory Committee Meetings

- A. Prepare for and facilitate four (4) bond advisory committee meetings. WSB will prepare presentations, map boards, PowerPoint slides, and committee input platforms for the meetings. WSB will serve as facilitators for the following meetings.
- B. The goal of the meetings would be as follows:
 - 1) Mtg 1. Kick off and discuss transportation projects
 - a. Objective: Set the expectations of the Bond Advisory Committee and present all transportation projects to the committee.
 - b. Present the expectations and goals of the Bond Advisory Committee and facilitate the meeting.
 - c. Present criteria for evaluation.
 - d. Prepare the materials for Staff to present projects to the Committee.
 - e. Assist the Committee in evaluating projects against the criteria and advising strategy and execution of projects.
 - f. Result: Facilitate committee input verbally, written, or by polling, report on input received.
 - 2) Mtg 2. Discuss Downtown, facilities, and parks projects
 - a. Objective: Present all downtown, facilities, and parks projects to the committee.
 - b. Present the expectations and goals of the Bond Advisory Committee and facilitate the meeting.
 - c. Prepare the materials for Staff to present projects to the Committee.
 - d. Present criteria for evaluation.
 - e. Result: Facilitate committee input verbally, written, or by polling, report on input received.

- 3) Mtg 3. Discuss financial implications and prioritization
 - a. Objective: Work alongside the City's financial advisor and support their presentation and evaluation of the financial implications, communicate financial implications and gain input for prioritization of projects.
 - b. Present the expectations and goals of the Bond Advisory Committee and facilitate the meeting.
 - c. Prepare supporting project materials for presentation to the Committee.
 - d. Assist in the prioritization of projects based on experience, knowledge of projects, technical, and strategic planning.
 - e. Result: Facilitate committee input verbally, written, or by polling, report on input received.
- 4) Mtg 4. Discuss final recommendations
 - a. Objective: Present findings and layout final recommendations for Committee input and adoption.
 - b. Present the expectations and goals of the Bond Advisory Committee and facilitate the meeting.
 - c. Compile all input, considerations, and recommendations from the Committee and Staff. Prioritize projects and draft preliminary proposition(s).
 - d. Prepare the materials for the Committee.
 - e. Result: Facilitate committee recommendation of draft proposition(s).
 - f. Continue working alongside the City's financial advisor when requested.
- 5) Final report on input received, advisory committee recommendations, and facilitation summary.

3. Task 3 – Proposition Communications

- A. Provide strategic communications support. Assist the City in developing a strategic communications plan to garner support for the bond. This includes identifying key stakeholders, engaging them effectively, creating visually compelling and plain-language project materials, and leveraging third-party voices and partners to disseminate information to community members. WSB will directly assist in outreach and engage stakeholders in coordination with the City.
- B. Develop Proposition Educational Material
 - 1) Create website content for City's use
 - 2) Develop informational brochures, coordinate printing, and delivery
 - 3) Develop a social media plan and content
 - 4) Develop FAQs
 - 5) Develop press releases
 - 6) Develop content for presentations and meetings with local civic organizations
- C. Open House Materials
 - 1) Support the Staff-lead open house with scaled and printed educational material.
 - 2) Develop, host, and publish a survey for in-person and virtual/online community input.
- D. City Council Presentation
 - 1) Prepare the materials for the City Council meeting to adopt the draft propositions or modification thereto.
 - 2) Present the Committee's recommendation with background on the process, input received, criteria utilized, and prioritization.

III. Compensation

Hourly NTE and Expenses

Compensation for the scope of services will be rendered as described below, on an hourly basis and not-to-exceed the amount as detailed except for the tasks noted in the fee schedule.

Task 1 – Program Planning	\$52,568
Task 2 – Bond Advisory Committee.....	\$49,390
Task 3 – Proposition Communications.....	\$50,128
Expenses	\$4,050
TOTAL.....	\$156,136

IV. Assumptions

1. WSB would not perform financial analysis, debt capacity, or projected tax impacts.
2. WSB would not facilitate or be involved in ballot language, polling coordination, voting processes, election scheduling, or related activities.
3. WSB would not prepare materials for Council to adopt or consider voting results.
4. City has accurate construction cost estimates for recommended bond projects.
5. WSB would not create or host a separate website.
6. WSB would not attend the open house.
7. City would coordinate all notices, set up, easels, pens, prints, and materials for the open house.

V. Exclusions

1. The following items are excluded from this Agreement; however, WSB or WSB's subconsultants can provide these services for additional compensation by an Amendment for Additional Services (AAS).
 - A. Design services
 - B. Construction Cost estimation
 - C. Land acquisition
 - D. Title work
 - E. Environmental permitting
 - F. Individual property owner meetings
 - G. TxDOT coordination, permits, or approvals
 - H. 3D visualization
 - I. Still renderings
 - J. Animated videos
 - K. Interactive, real-time simulations

wsb