

PROFESSIONAL SERVICES AGREEMENT
FIRM: TETRA TECH, INC.
PROJECT-SERVICES: DOWNTOWN MOBILITY IMPROVEMENTS –
PRELIMINARY ENGINEERING REPORT (PER)

This Agreement is entered into the _____, day of _____, 2026 (“Effective Date”), by and between the City of Pflugerville, a Texas Municipal Corporation (“City”), acting by and through its City Manager; and Tetra Tech, 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 28 day of February, 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 Six Hundred Twenty-Three Thousand Five Hundred Ninety-Two dollars and Twenty-Three cents (\$623,592.23) 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: Gabriela Jurcovan
Assistant Director
Transportation Engineering Department
P.O. Box 589
Pflugerville, Texas 78691

If intended for Consultant, to:

Kevin J. Hoffman
Regional Director of Transportation
4801 Southwest Pkwy, Pkwy 1, Ste 185
Austin, Texas 78735

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 “Downtown Mobility Improvements Preliminary Engineering Report (PER)” (“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
Commercial General (Public) Liability to include coverage for: Premises/Operations	1,000,000 per occurrence, 2,000,000 general aggregate	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 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 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, 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:

- 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: SAM, Inc. 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
TETRA TECH, INC.**

(Signature)

Printed Sereniah Breland
Name: _____

Title: City Manager

Date: _____

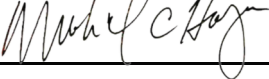
(Signature)

Printed Kevin J. Hoffman
Name: _____

Title: Regional Director
of Transportation

Date: 6/29/2026

APPROVED AS TO FORM:



Michael C. Hayes, City Attorney

4801 Southwest Parkway,
Parkway 1, Suite 185
Austin TX 78735
T +1 512 328 5771

June 26, 2026

Gabriela Jurcovan
Project Manager - Transportation
Engineering Department
City of Pflugerville, TX
512-990-6447
GabrielaJ@pflugervilletx.gov

Dear Mrs. Jurcovan,

RE: Fee Proposal for Downtown Mobility Improvement Project – Preliminary Engineering Report (PER) for segment on Pecan Street, W. Main Street, and Railroad Avenue, City of Pflugerville, Texas

INTRODUCTION

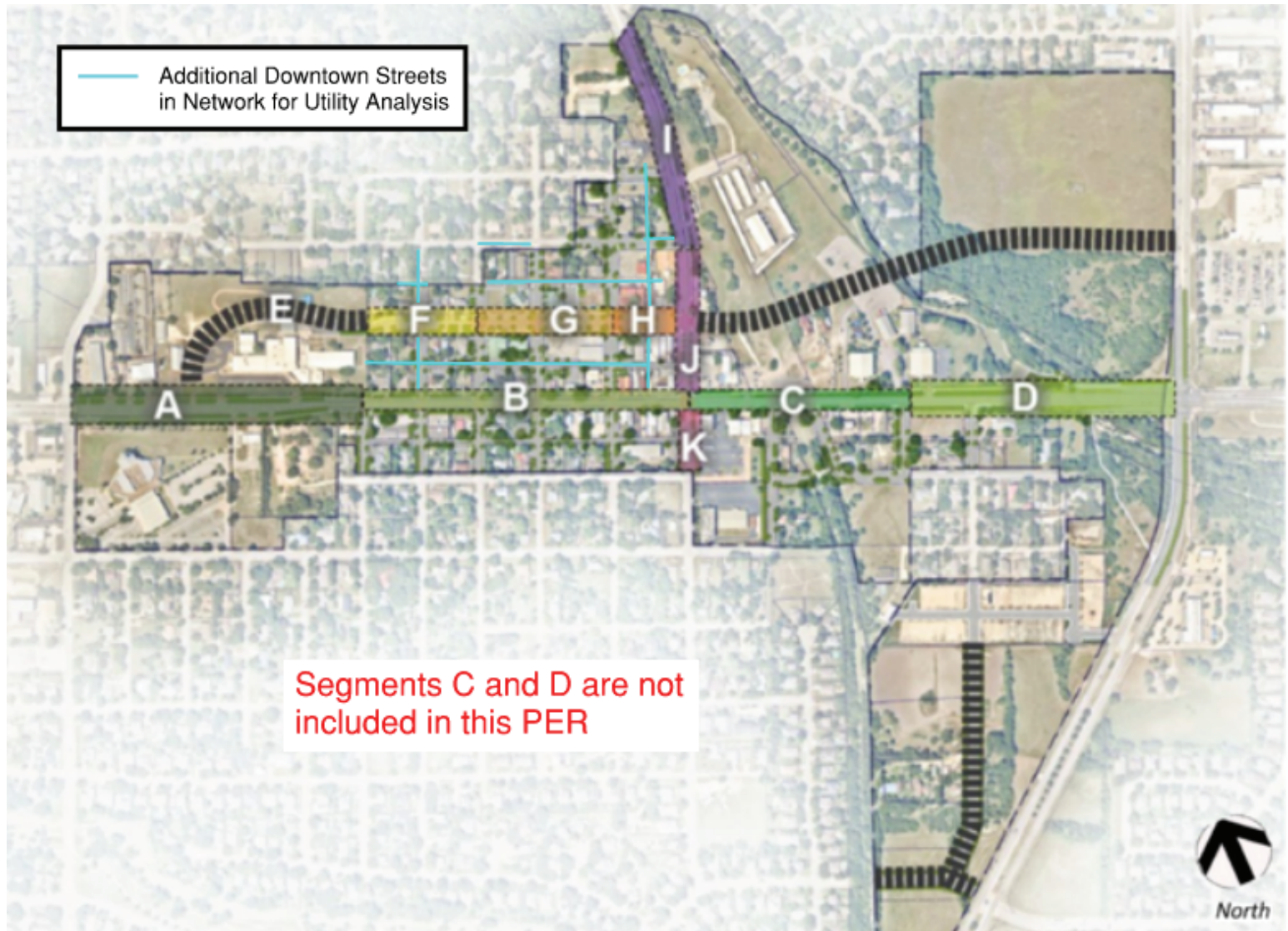
Thank you for the opportunity to submit Tetra Tech's proposal to prepare a Preliminary Engineering Report (PER) for Downtown Pflugerville.

Below are the details of the scope of services, deliverables, fee, and schedule to complete the work. The scope reflects the discussion during the scoping and follow-up meetings on March 24th, April 14th, April 21st, and April 30th, 2026. The goals of this project include:

- Establish existing conditions and identify key constraints across all segments
- Evaluate and determine the best-fit alignment including intersection configuration at selected key intersections, contingent upon traffic analysis findings.
- Perform high-level hydrologic and hydraulic (H&H), traffic, and utility assessments
- Develop preliminary Opinions of Probable Construction Cost (OPCC) for evaluated segments
- Identify potential overhead-to-underground utility conversion impacts where specified by the City of Pflugerville
- Recommend a phasing and construction packaging strategy for implementation

The areas of study include the following street segments, as shown in the study area map

- Pecan Street from east of Meadow Lane/10th Street to east of N. Railroad Avenue
 - including the intersection of Pecan Street and N. Railroad Avenue
 - excluding the segment of Pecan Street from east of N. Railroad Avenue to Railroad Ave (Segment C or Segment D not included)
- W. Main Street from the existing western terminus to N. Railroad Avenue
- Railroad Avenue from south of Heritage Loop Trail to north of Hall Street



The Scope of Work includes seven (8) tasks:

- Task 1 – Project Management & Coordination
- Task 2 – Roadway Concept Development
- Task 3 – Traffic Mobility and Safety Analyses
- Task 4 – Drainage Analysis
- Task 5 – Planning-Level Utility & Water/Wastewater Analysis
- Task 6 – Public Engagement Materials
- Task 7 – Grant Application Support
- Task 8 – Architectural Rendering

1. PROJECT MANAGEMENT & COORDINATION

Tetra Tech will perform project management including:

- Coordination with City of Pflugerville Staff
- Project Progress Meetings (up to 12 meetings including kick-off meeting)
- Appropriate project documentation (Meeting Notes, QA/QC Records, Project Deliverables)
- QA/QC
- Monthly invoicing
- Coordination with TxDOT - Tetra Tech will coordinate with the Texas Department of Transportation (TxDOT) throughout the preliminary study to address project elements along Pecan Street that may interface with or approach the TxDOT right-of-way along FM 685. This coordination will include attending meetings with TxDOT staff to review proposed sidewalk and roadway improvements, confirm right-of-way limits, and identify any design considerations or permitting requirements associated with work near TxDOT limits. Tetra Tech will work collaboratively with TxDOT to ensure that all proposed improvements are compatible with TxDOT standards and expectations.
- Workshop prior to the finalization - Tetra Tech will conduct a workshop with City staff to review outputs of the analysis and review concepts. This workshop will be conducted prior to the finalization of analysis output and the development of the final technical report and drawings. The workshop will be a working session to ensure alignment of traffic, utility and drainage analyses with the proposed corridors.

2. ROADWAY CONCEPT DEVELOPMENT

Tetra Tech will develop a preferred corridor design concept that balances ROW constraints, multimodal mobility, traffic assessment, safety, the City's Downtown Streetscape vision and City selection of the executive summary report (Segments A-K). Segments C and D will be excluded.

In general, the City's Downtown Streetscape cross sections are aggressive in areas with the size of pedestrian walkways and tree wells. Identification of conflicts and recommendations will be provided to mitigate impacts to trees, stairs, front parking, and to maintain connections to existing businesses.

2.1 EXISTING ROADWAY & SIDEWALK DATA COLLECTION

Review Existing Data

Tetra Tech will review available topographic survey and ROW information for Pecan Street, Main Street, Railroad Avenue, and all context-sensitive streets accumulated from previous studies. Attention will be given to constrained ROW segments, proposed cross-section transitions, and areas where sidewalk widening or shared-use paths are recommended.

Existing Tree Review and Coordination

Tetra Tech will review existing trees identified in any existing survey/as-built that the City will provide to Tetra Tech. Tetra Tech will verify their locations and general conditions in the field to assess potential impacts on the proposed ADA sidewalk layout, streetscape elements, and drainage improvements. This effort will include evaluating sidewalk alignment, widths, grades, and cross-slopes to maintain ADA compliance while minimizing impacts on tree root zones. Trees that present unavoidable conflicts due to accessibility, safety, or infrastructure constraints will be identified and documented, and coordination will be performed with the project team and the City of Pflugerville to support design decisions and required mitigation as the project proceeds.

Conduct Field Inspection

Tetra Tech will perform field inspections to document existing pavement conditions, sidewalk gaps, ADA deficiencies, driveway configurations, curb and gutter conditions, and pedestrian circulation patterns. Photographs will be taken to document notable deficiencies and opportunities for streetscape enhancements.

In supplement to the field inspection, Tetra Tech will evaluate pavement conditions along all study corridors to determine rehabilitation needs that support lane narrowing, shared-use paths, curb extensions, and streetscape improvements. Tetra Tech will map existing sidewalks and identify where widening, reconstruction, or shared-use paths are required. This includes 10-foot shared-use paths on Railroad Avenue, sidewalk extensions through the PACE campus on Main Street, and context-appropriate sidewalk widths (6' residential, 10' commercial) on local streets.

Tetra Tech will evaluate all curb ramps for ADA compliance, including slopes, landing dimensions, detectable warnings, and alignment with crosswalks. Locations requiring reconstruction to support decorative pavement or expanded pedestrian zones will be identified.

Tetra Tech will identify gaps in the pedestrian network and opportunities for improved connectivity, including mid-block crossings, pedestrian islands, plaza spaces, and expanded pedestrian areas at key intersections such as Pecan Street & Railroad Avenue and Main Street & 1st Street.

Tetra Tech will assess existing crosswalks for visibility, condition, and compliance with City and MUTCD standards. Decorative pavement and enhanced crossings will be evaluated for Pecan Street, Main Street, and Railroad Avenue.

Review Adjacent Projects

Tetra Tech will review nearby and overlapping projects and Downtown streetscape plans to ensure consistent cross-sections, pedestrian facilities, and roadway tie-ins. Tetra Tech will review City of Pflugerville design criteria, ADA/PROWAG requirements, and TxDOT Roadway Design Manual standards applicable to Pecan Street and other TxDOT-influenced corridors.

2.2 ROADWAY & SIDEWALK CUSTOMIZATION

Roadway & Streetscape Rehabilitation Configuration

Tetra Tech will evaluate roadway and streetscape improvements needed to support the proposed multimodal corridor concept. This effort will include assessing pavement rehabilitation requirements

associated with lane narrowing, curb extensions, shared-use path installation, and upgraded traffic control at key intersections.

In coordination with the City’s Downtown Parking Study, Tetra Tech will incorporate recommendations related to loading zones, including their location, configuration, and operational considerations, to ensure compatibility with corridor design and adjacent land uses. The evaluation will also be expanded to include select north–south streets within the Downtown Core commercial areas.

In parallel, Tetra Tech will identify curb and gutter modifications necessary to achieve ADA-compliant sidewalk grades, integrate landscape and plaza areas, and improve surface drainage performance.

Recommendations will be documented through conceptual schematic layouts and planning-level cost estimates for inclusion in the Preliminary Engineering Report for the following streets:

- Main Street – from the western extent of Main Street to Railroad Avenue
- Pecan Street – from east of 10th Street to Railroad Avenue
- Railroad Avenue – from Gilleland Creek to Hall Street
- Select north–south Downtown Core streets – within commercial areas (limits to be refined in coordination with the City)

Sidewalk Alignment & Width Configuration

Tetra Tech will evaluate sidewalk and shared-use path alignments based on ROW constraints, utility conflicts, and streetscape goals. This includes 10-foot shared-use paths on Railroad Avenue, widened sidewalks on Main Street, and context-sensitive sidewalk widths on local streets.

Although the City of Pflugerville has provided typical sections as part of the Executive Summary, existing corridor constraints mean that a single, uniform cross section will not fit throughout each roadway. Tetra Tech will document existing lane widths, curb locations, medians, shoulders, and parking configurations to understand where the recommended cross sections - such as 80-, 100-, and 120-foot sections on Pecan Street; 48- and 100-foot sections on Main Street; and 64- to 76-foot sections on Railroad Avenue can reasonably be applied. Tetra Tech anticipates developing up to two (2) typical section options to support evaluation of preferred alternatives; however, the final number of variations may depend on site-specific constraints and the level of customization required to maintain access, preserve existing features, and accommodate operational needs.

Intersection Improvement Configuration

Tetra Tech will evaluate enhancements at major intersections, including decorative pavement, curb bulb-outs, expanded pedestrian spaces, pedestrian-scale lighting, and improved traffic control at the following intersections:

- Main Street & Railroad Avenue
- Pecan Street & Railroad Avenue

Tetra Tech will use the results of the traffic operations analysis to identify the optimal configuration at selected key intersections. Alternatives will be developed where necessary to support selection of a single preferred corridor-wide design concept.

Parking Configuration Sidewalk Tie-in

Tetra Tech will evaluate on-street parking needs and configurations, including parallel parking in residential areas, angled parking in commercial areas, and removal of parallel parking on Railroad Avenue where ROW expansion is recommended.

Tetra Tech will evaluate existing storefront and parking lot elevations at each right-of-way tie-in and analyze where the proposed roadway and sidewalk grades create steep or impractical transitions. The team will develop grading refinements and design recommendations to ensure safe, functional access for vehicles and pedestrians, and will coordinate with affected property owners and city staff to confirm acceptable approaches.

Tetra Tech will evaluate four (4) distinct parking opportunities within the Downtown District.

- Main Street – 1st Street Plaza and On-street parking zone through western extent of Main Street
- Railroad Avenue – Pecan Street to Main Street
- Downtown Alleys – Additional parking for business owners
- Context-Sensitive Commercial blocks (1st Street, 2nd Street, 3rd Street, 4th Street)

Coordination with Parking Demand Analysis by Others

Tetra Tech will include coordination with the City of Pflugerville’s parking demand analysis that is available provided by the city as part of the scope for the preliminary study. Tetra Tech will evaluate the parking needs associated with the proposed development based on land-use characteristics. The city will be providing information to support the parking demand analysis. Tetra Tech will coordinate closely with the City to ensure all parties are working from consistent site data and development assumptions. Tetra Tech will ensure that the parking concept developed through the analysis is fully incorporated into the site layouts, including accommodations for staff location parking needs within the preliminary study.

Considering Impacts on Trees

Existing trees within and adjacent to the project corridor present notable constraints to the proposed roadway and sidewalk improvements. Many of these trees are located within the public right-of-way (ROW) and may conflict with the ultimate roadway section, grading limits, sidewalk alignment, and utility placements.

Tetra Tech will review existing trees using available sources that won’t be from survey, assess potential conflicts with the proposed roadway and sidewalk improvements, and recommend preservation or removal options based on survey data and local ordinances that can be incorporated into the PS&E phase.

2.3 RIGHT-OF-WAY (ROW) & EASEMENT REVIEW

ROW Verification

Tetra Tech will verify existing ROW widths using existing GIS data along all corridors to determine where recommended cross-sections and sidewalk improvements can be implemented. Tetra Tech will identify locations requiring temporary construction easements or minor ROW acquisition, including targeted acquisition on Pecan Street (5th Street to Railroad Avenue), Railroad Avenue (east side), and areas where sidewalk widening or landscape buffers are constrained by existing structures.

2.4 CORRIDOR CONCEPT DELIVERABLES

Tetra Tech will evaluate the roadway conditions and streetscape opportunities along Pecan Street, Main Street, Railroad Avenue, and the surrounding local streets within the Downtown District. Using the City's established segmentation (A–K), we will review existing right-of-way constraints, adjacent land uses, pedestrian needs, and opportunities for streetscape enhancements. Based on this assessment, we will develop a set of high-level roadway recommendations for each corridor, including updated cross sections, sidewalk and shared-use path improvements, intersection enhancements, landscaping, lighting, and opportunities for underground utility conversion. Planning-level Opinions of Probable Construction Cost (OPCC) will be prepared using typical unit costs from comparable local projects, recent bid data, and allowances for paving, concrete, lighting, landscaping, and traffic control. Because design is preliminary, the OPCC includes appropriate contingencies to account for unknown conditions, utility relocations, and potential right-of-way needs. These costs are intended to provide the City of Pflugerville with a general understanding of the magnitude of investment required and to support future decisions regarding project phasing, funding, and detailed design.

Roadway and Sidewalk Cost Estimating

Tetra Tech will prepare planning-level cost estimates for roadway and sidewalk improvements across all corridors, including pavement rehabilitation, sidewalk construction, shared-use paths, decorative pavement, curb extensions, pedestrian lighting, landscaping, and parking modifications. Tetra Tech will evaluate cost impacts related to ROW acquisition, utility undergrounding, streetscape elements, pedestrian islands, and enhanced intersections.

Corridor Concept Design & Report

Tetra Tech will prepare a PER-level narrative and exhibits for all study corridors, including recommended cross-sections, sidewalk and shared-use path layouts, plaza concepts, and streetscape enhancements for the recommended concept.

Tetra Tech will provide MicroStation Files, Excel Cost Estimate Spreadsheets, and concept layout exhibits for all corridors. Plan production will include roll plots for Pecan Street (Segments A & B), Main Street (Segments F-G-H), Railroad Avenue (Segments I-J-K), and typical sections for proposed roadway and sidewalk configurations.

Tetra Tech will develop roll plots for each segment that balances ROW constraints, multimodal mobility, traffic assessment, safety, the City's Downtown Streetscape vision and City selection of the executive summary report (Segments A-K). Segments C and D will be excluded.

3. TRAFFIC MOBILITY AND SAFETY ANALYSES

3.1 TRAFFIC DATA COLLECTION

Tetra Tech will collect the following data to develop a fact base for analysis of the future traffic operations within the project area.

Collect Existing Traffic Data

Tetra Tech will conduct weekday 14-hour (6:00 AM – 8:00 PM) turning movement counts including pedestrians and truck percentages at the following intersections. The video-image-based collection will record high-definition video of an intersection, which is then uploaded to the cloud and processed by software to classify and track vehicles and pedestrians.

- Pecan Street at Railroad Avenue (signalized)
- Pecan Street at Rock Gym Driveway (unsignalized)
- E. Main Street at N. Railroad Avenue (unsignalized)
- Pecan Street at Meadow Lane/10th Street (signalized, outside the study area for geometric recommendation but useful as key context information for the modeling)
- Pecan Street at Dessau Road/FM 685 (signalized, outside the study area for geometric recommendation but useful as key context information for the modeling)

A bi-directional 24-hour tube-based speed count will be collected on Pecan Street near 5th Street. The speed counts will be collected using pneumatic tube traffic counters.

Collect & Review Traffic Signal Timing

Tetra Tech will coordinate with the City and conduct field work as needed to obtain the existing traffic signal timings for the signalized intersections listed **above**. The Engineer will confirm operations at all signalized intersections to best inform corridor model development.

Collect & Review Historical Traffic Volumes

The Engineer will collect and review historical traffic volumes provided by the City to assess historical changes to travel patterns. The existing Traffic Impact Analysis for Downtown East Development included counts collected April 2023 at intersections at Pecan Street/Railroad Avenue, Pecan Street/Dessau Road, and Railroad Avenue/Main Street.

Historical data collection will also include all historical volumes over the past 10 years available in *TPP Statewide Traffic Count Map*. The data included in the existing *FM 685 Traffic Study Update* (by Halff) will be reviewed as part of this task.

Collect and Review Traffic Crash Data

Tetra Tech will collect traffic data for the previous five years available from the following sources, where available:

- TxDOT CRIS database
- Pflugerville Police Department collision reports

Tetra Tech will use the crash data to identify hot spots, if any, along the corridors for an enhanced review to help identify countermeasures to include with corridor design to mitigate crash frequency in these locations. Tetra Tech will also look for common crash types and patterns in the data. This information will also inform elements and treatments to be used in the proposed corridor concepts.

Travel Time Runs

Tetra Tech will collect the existing corridor travel times on Pecan Street from west of Meadow Lane to east of Dessau Road for five (5) runs in each direction.

3.2 INTERSECTION CAPACITY ANALYSIS

The purpose of this task is to ensure the proposed concept and configurations of the studied streets and intersections will enable reasonable/improved traffic operations and maintain/improve the signal progression along the traffic signals on Pecan Street.

Traffic Volume Projection

Tetra Tech will project the intersection turning movement counts in the planning year at the intersections studied. The projected planning-year volumes will need to aggregate three components

- the collected data
- calculated growth rate, and
- background-development-generated trips

Traffic Model Development

Tetra Tech will develop traffic capacity analysis models for the studied corridor during the AM and PM peak hours for the intersections listed in **Task 3.1**. The analysis will be conducted in accordance with the procedures in the Highway Capacity Manual (HCM) using Synchro/SimTraffic software.

Existing condition models will be developed using data collected as well as field observations and roadway characteristics. Future condition models will be developed using projected planning-year volumes and proposed conditions as proposed by the concept alternatives.

Five (5) study intersections will be evaluated across two scenarios: No-Build (Background) and Build during both AM and PM peak hours. The AM peak hour and PM peak hour will be evaluated for each studied intersection. Corridor travel time will be reported for Pecan Street between Meadow Lane/10th Street and Dessau Road/FM 685.

Alternative Comparisons

Tetra Tech will evaluate up to three (3) intersection configuration alternatives at the key intersections of Pecan Street at Railroad Avenue (signalized), contingent upon traffic analysis findings.

We understand that Segment E tie-in at Pecan Street (unsignalized) is not a priority of the City or may be pursued in 20-30 years based on the other improvement priorities in Downtown. The study will include one concept for the unsignalized access for general planning purposes for the City's information.

While the following intersections are not included in the project limit, these intersections will be included into the models such the proposed intersection configurations will coordinate with the existing geometric and operations at

- Pecan Street at Meadow Lane/10th Street (signalized)
- Pecan Street at Dessau Road/FM 685 (signalized)

Model Calibration

The existing-condition models will be calibrated with the field-collected travel time data along Pecan Street between Meadow Lane and Dessau Road. The variations of the model-estimated travel times and the field-observed travel times will be controlled within an acceptable (less than $\pm 10\%$) range. Model calibration is a key task to develop project corridor travel times.

Summarize Capacity Analysis Outputs

Tetra Tech will evaluate each study intersection for both the AM and PM peak hours for existing conditions and future conditions. SimTraffic will be utilized to develop assessments of corridor travel times along Pecan Street and propose recommendations for Pecan signal progression improvements.

The following results will be output from the Synchro/SimTraffic models:

- No-Build (Background) and Build (preferred alternative only) intersection delay and level-of-service for the five (5) intersections using Synchro HCM reports.
- Existing and future (preferred alternative only- Build) corridor travel times will be reported from the SimTraffic models to estimate the comparative impacts of the proposed conditions. This will be compared with the existing field data to quantify the improvements.
- Tetra Tech will use the traffic modeling to support the roadway concept development and develop preliminary signal timing (cycle, splits, offset) and phasing for the AM peak, mid-day peak and PM peak during a typical weekday based on the data.

3.3 MID-BLOCK CROSSINGS EVALUATION

Tetra Tech will review the spacing between existing controlled pedestrian crossings along the study segments. Tetra Tech will provide recommendations for additional controlled pedestrian crossings, if desired. The recommendations for proposed crossing locations will also be based on the existing and planned Downtown foot traffic generators.

Pedestrian volumes at mid-block locations will not be collected for use as an input into crossing evaluation.

Tetra Tech will present recommended crossings with City staff. Recommendations to include locations, crossing treatments, and planning-level cost estimates. All mid-block crossing recommendations will be summarized within the technical memorandum.

3.4 TRAFFIC DELIVERABLES

Traffic Documentation & Reporting: A traffic study technical memorandum will be submitted. The contents will be used as part of the PER report.

Traffic Electronic Files: Relevant traffic counts, timing, and models.

Traffic Opinion of Probable Construction Cost (OPCC): Tetra Tech will summarize and calculate the traffic infrastructure improvements and the traffic-associated Opinion of Probable Construction Cost (OPCC).

4. DRAINAGE ANALYSIS

4.1 DRAINAGE DATA COLLECTION

Review Survey

Tetra Tech will review LIDAR survey data of the Gilleland Creek watershed and identify any additional field surveying required for the preliminary drainage analysis and design.

Conduct Field Inspection

Tetra Tech will conduct field inspections to observe current site conditions, outfall channels, cross drainage structures, drainage easements, and water quality facilities. The Engineer will prepare photos of scour holes, erosion, or other maintenance issues encountered.

Collect Historical Flood Record

Tetra Tech will meet with City of Pflugerville government officials to obtain historical flood records. Interview local residents or local government employees as necessary to obtain and document additional high-water information, if available.

Collect FEMA Floodplain Model

Tetra Tech will collect latest effective FEMA floodplain models and incorporate that in the H&H analysis.

Review Standalone Projects

Tetra Tech will review the adjacent standalone projects (FM 685, and Main St from N Railroad Ave to FM 685) As-Builts/Plans/Reports to capture the latest changes in the existing drainage pattern.

Review City of Pflugerville Capital Improvement Plan

Tetra Tech will review the City of Pflugerville Capital Improvement Plan for potential regional detention facility information.

4.2 HYDROLOGIC ANALYSIS

Select Rainfall Data

Tetra Tech will utilize the latest NOAA Atlas 14, Volume 11 Precipitation-Frequency Atlas of the United States, Texas data. Discharges will be calculated using appropriate hydrologic methods and as approved by the Authority.

Analyze Offsite Drainage

Offsite/cross drainage structure hydrologic studies will continue to use the current best available HEC-HMS models. The best available models will be updated with Atlas 14 precipitation depths determined at the Project baseline. No other parameters for basins not directly modified by the Project will be adjusted.

Delineate Overall Drainage Area Map

The Engineer will determine offsite contributing drainage areas and prepare an offsite drainage area map at a scale acceptable to the Authority. The Engineer will show structure locations and, for large drainage basins, will indicate pertinent hydraulic information on these sheets in the report.

Hydrologic Impact Assessment

Tetra Tech will identify pre-construction and post-construction conditions in the hydrologic study. The Engineer will prepare existing vs. proposed impervious coverage and flow comparisons at each outfall for each alternative typical section. The analysis will include the full range of frequencies (50%, 10%, 4%, 2%, 1%, and 0.2% AEP).

4.3 HYDRAULIC ANALYSIS

Culvert Analysis

Tetra Tech will perform a hydraulic analysis for all non-bridge class culverts located within the Project. The analysis for non-bridge class culverts will be performed using FHWA HY-8. The Engineer will prepare roadway overtopping analysis for storm events up to and including the Atlas 14 100-year event.

Hydraulic Impact Assessment

Tetra Tech will prepare pre-condition vs. post-condition analysis for peak flow rates and water surface elevations for all cross-drainage structures. The Engineer will coordinate with the local floodplain administrator and identify acceptable peak stage increases. At a minimum, the Engineer must demonstrate no adverse impacts upstream or downstream of the Project corridor. Adverse impacts are an assessment of risks, including no rise in water surface elevations at adjacent structures, and/or containment of flows within existing defined channels.

Layout Storm Sewer System

Tetra Tech will layout high level storm sewer system for cost estimates. The Engineer will summarize assumptions used to prepare cost estimates for storm sewer systems anticipated with the project.

4.4 MITIGATION MEASURES

Check Detention Requirement

Hydrologic impact will be reviewed and mitigation measures (i.e. detention pond/in-line detention) will be recommended where it is needed to reduce downstream peak flow impacts to show no adverse impacts at all project outfalls for the 100-year event.

Analyze Floodplain Impact

Tetra Tech will calculate net floodplain fill and recommend mitigation measures if necessary.

4.5 WATER QUALITY

Recommend Water Quality BMPs

Tetra Tech will perform an impact analysis and size preliminary water quality facilities in accordance with the guidance set forth by the jurisdictional authority and show preliminary plan layout on the schematic drawing and discuss in the report. The engineer will recommend suitable BMPs based on the TSS loading calculations.

4.6 DRAINAGE ANALYSIS DELIVERABLES

Drainage Documentation & Reporting: Drainage writeup, analysis results in addition to the exhibits will be submitted as part of the PER report.

Drainage Electronic Files: Relevant GIS, HEC-HMS, HY-8, HEC-RAS, CADD, Spreadsheet, and KMZ files will be submitted as part of the delivery.

Drainage Opinion of Probable Construction Cost (OPCC): Proposed storm sewer system and BMPs will cost approximately 2 million USD. This covers inlets, manholes, RCPs, BMPs. The cost will be more if discharge point is at the Gilleland Creek instead of the ROW.

5. PLANNING-LEVEL UTILITY & WATER/WASTEWATER ANALYSIS

The assumptions and limitations for the Utility Analysis task include the following:

- Services are limited to planning-level utility coordination suitable for a Preliminary Engineering Report.
- Subsurface Utility Engineering (SUE), potholing, and field verification are not included for non water and wastewater utilities.

- No detailed utility relocation design/relocation cost or preparation of construction plans is included.
- Utility coordination is limited to up to one (1) interaction per utility provider.
- Overhead-to-underground evaluation is conceptual and does not include detailed engineering, service-level design, relocation cost or franchise agreement negotiations.
- Utility information is based on records provided by others and may not reflect exact field conditions.
- This analysis will be completed using utility information that was provided by the city in prior projects. No survey of non water and wastewater utilities will be included as part of the report.
- Any relocation cost will be estimated; this analysis will not include a detailed breakdown.

5.1 UTILITY DATA COLLECTION & RECORD REVIEW

Tetra Tech will collect and compile available utility information for eight (8) segments. This task includes identifying utility providers such as electric, gas, telecommunications, water, wastewater, and other utilities; requesting and obtaining available utility records and as-built information; reviewing City data and prior studies; and compiling the information into a unified dataset. The deliverable for this task will be a Utility Data Inventory organized by segment.

5.2 WATER AND WASTEWATER UTILITY INVESTIGATIONS

SAM proposes to provide utility investigation services in support of the City of Pflugerville's existing water and wastewater infrastructure inventory within the Downtown Pflugerville study area. The investigation encompasses approximately 9,262 linear feet of roadway corridor along portions of N Railroad Avenue, W Main Street, W Walnut Street, W Pecan Street, N 1st Street, and adjacent Downtown streets. The utility investigation will provide existing utility information to assist the City with future infrastructure planning and utility mapping efforts. Please see the attached detailed scope of services from SAM.

5.3 EXISTING UTILITY MAPPING

Tetra Tech shall develop planning-level composite utility mapping based on available information. This task includes preparing base mapping that identifies major existing utilities, both overhead and underground, as well as identifying key corridors, crossings, and areas of utility congestion. Exhibits will be developed and organized by segment and/or corridor to support evaluation efforts. Mapping will be based solely on available records, and no field verification or Subsurface Utility Engineering (SUE) will be performed of non water and wastewater utilities.

5.4 UTILITY COORDINATION (PLANNING-LEVEL)

Tetra Tech shall conduct planning-level coordination with utility providers to support the PER analysis. This includes distributing project information and mapping to utility providers and requesting input regarding existing facilities, known constraints, and potential conflicts with proposed improvements. The Consultant will perform up to one (1) coordination touchpoint per utility provider, which may include emails or meetings. This task does not include iterative design coordination, preparation of utility agreements, or utility relocation design.

5.5 UTILITY CONFLICT IDENTIFICATION (BY SEGMENT)

Tetra Tech will identify and document major utility conflicts associated with proposed improvements across A-F segments, excluding segments C and D. This includes evaluating potential conflicts related to roadway widening, intersection improvements, and drainage infrastructure. A Utility Conflict Matrix will be developed to summarize utility type, conflict type, and relative risk level (low, medium, high). The deliverable will include the Utility Conflict Matrix organized by segment.

5.6 OVERHEAD-TO-UNDERGROUND CONVERSION ASSESSMENT

Tetra Tech shall evaluate the potential impacts of converting overhead utilities to underground systems at a planning level. This task includes identifying segments and corridors with overhead utilities and including major constraints such as right-of-way limitations, utility congestion, and drainage conflicts. This task does not include pole-by-pole analysis, service-level design, or coordination regarding ownership or cost responsibility agreements.

5.7 CONCEPTUAL UTILITY RELOCATION ASSESSMENT

Tetra Tech shall develop planning-level utility relocation impacts for the proposed improvements. This includes identifying likely relocation strategies such as relocation or adjustment.

5.8 UTILITY COORDINATION FOR PHASING & IMPLEMENTATION

Tetra Tech shall support the development of the project phasing and implementation strategy. This includes identifying utilities that may influence construction sequencing, highlighting constraints that affect segment prioritization, and providing input on the packaging of construction phases.

5.9 DOCUMENTATION & REPORTING

Tetra Tech shall prepare utility coordination documentation for inclusion in the Preliminary Engineering Report. This includes a summary of utility constraints by segment, conflict mapping and exhibits, a summary of coordination efforts, and identification of key risks and recommendations. The deliverable will be a Utility Coordination Technical Memorandum suitable for incorporation into the PER.

6. PUBLIC ENGAGEMENT MATERIALS

6.1 PUBLIC ENGAGEMENT MATERIALS

Tetra Tech will develop project materials such as a project fact sheet, and messaging that explains the project background, current project development process, timeline, and design considerations. All materials will be approved by the City prior to distribution, and Tetra Tech will identify the best formats to share information over the course of the project. The deliverable will include a fact sheet and project messaging with up to two (2) rounds of updates.

6.2 SUPPORT CITY IN RESPONDING TO PUBLIC MEETING INQUIRIES

Tetra Tech will attend up to one (1) public meeting. Tetra Tech will support the City in responding to public meeting inquiries when the City crafts response to the stakeholders for up to one (1) public meeting. For instance, the construction will negatively affect the stakeholders along the route and their business access. Tetra Tech may support the City respond to the inquiry regarding the interruptions.

6.3 CITY COUNCIL UPDATES

Tetra Tech will provide support for materials and summaries for up to two (2) updates to the City Council.

7. GRANT APPLICATION SUPPORT

Tetra Tech will support the City in identifying grant funding opportunities through the Preliminary Engineering Phase to help fund current or future design and construction tasks. Tetra Tech will provide support, resources, and direction to the City of Pflugerville to help strengthen grant applications and increase opportunities for success.

This scope of services does not include full grant application development and processing services. We will not take a lead on preparation or filing the application but provide information to support the application and review the grant package.

8. ARCHITECTURAL RENDERING

8.1 BASE MODEL DEVELOPMENT

Tetra Tech will create a 3D Model, upon which Diagrammatic Sections, 3D Renderings and Animation will be based.

8.2 DIAGRAMMATIC SECTIONS

Tetra Tech will prepare street cross section 2D rendering based on provided sectional drawings/concept by the study with color, vegetation, people, cars, and surrounding buildings/structures. Notes:

1. Final images will be provided as JPG or PDF format (or other common graphic file types, if preferred) that are suitable for websites and digital or printed media.
2. The images will not be suitable for poster size reproductions.
3. Images will be based on section plans provided by the client or created by the Tetra Tech report.
4. Images will only contain information based on the provided section plans. Certain additional information can be added or removed by request.
5. Sections may contain in addition to the line drawing section provided: people, cars, trees, general material/colors, and underground utilities. section will be represented two-dimensionally. existing and new buildings/structures will be represented by white massing models. labelling such as dimensions, items, street names, etc.

6. An initial draft will be submitted for review. If any revisions are needed, one more draft will be provided before the final product.

The deliverables will include 9 Diagrammatic Sections. Suggested locations include Railroad & Pecan (3 images), Main Street at selected spots (3 images), Railroad at selected spots (3 images).

8.3 3D RENDERINGS

Tetra Tech will prepare 3D renderings showcasing areas of interest (Sections A, B, E, F, G, H, I, J and K). Views may be either isometric or street level view.

Notes:

1. Renderings will be based on drawings of the intended design provided by Tetra Tech report.
2. Existing and new buildings/structures will be represented by white massing models.
3. Materials can be based on surrounding features unless otherwise noted.
4. Roadway and pedestrian features such as curbs, sidewalks, and roadway line striping may be added.
5. Underground utilities will not be included.
6. Elements that may be shown, including people, trees, vehicles, street furniture, streetlights, street signage (commercial signage will not be included)
7. Landscaping will be representational rather than based on landscaping plans. Plants chosen will be native to the area.
8. Final renderings will be provided as JPG or PDF format (or other common graphic file types, if preferred) that are suitable for websites and digital or printed media.
9. Suggested views will be based on client or Tt preference.
10. Street level renderings may be photo-matched if acceptable photographs are provided.
11. Isometric renderings will be representational of proposed design and existing sites.
12. Section E proposed design concept may require additional information to be provided by client or Tetra Tech report.
13. For development of renderings, additional information such as photography and video regarding sections of interest may be requested.
14. An initial draft will be submitted for review. If any revisions are needed, one more draft will be provided before the final product.

The deliverables will include 9 of the 3D Renderings. The suggested locations include Railroad & Pecan (3 images), Main Street at selected spots (3 images), Railroad at selected spots (3 images).

8.4 ANIMATIONS/ FLYBYS

Tetra Tech will prepare 3D rendered flyby showcasing areas of interest (Sections A, B, E, F, G, H, I, J and K).

Notes:

1. Flyby will be based on drawings of the intended design provided by Tetra Tech report.
2. Existing and new buildings/structures will be represented by white massing models.
3. Materials can be based on surrounding features unless otherwise noted.
4. Roadway and pedestrian features such as curbs, sidewalks, and roadway line striping may be added.

5. Underground utilities will not be included.
6. Elements that may be shown, including people, trees, vehicles, street furniture, streetlights, street signage (commercial signage will not be included)
7. Landscaping will be representational rather than based on landscaping plans. Plants chosen will be native to the area.
8. Length of flyby will be 2-5 minutes in duration. Shorter animations may be collected from the final rendered animation.
9. Final rendered animation will be 1920x1080 and in a MP4 format.
10. Final rendered animation will include titles, music, and general labeling. Animation will not include sound effects, narration, or subtitles.
11. Suggested flyby would include general flight path over project area with 3-5 focused project highlights.
12. Section E proposed design concept may require additional information to be provided by client or Tt.
13. For development of renderings, additional information such as photography and video regarding sections of interest may be requested.
14. An initial draft will be submitted for review. If any revisions are needed, one more draft will be provided before the final product.

The deliverables will include: one video of Master Animation. Additional short form animations can be added as an additional service.

9. ADDITIONAL SERVICES

Though not all-inclusive, the following items are considered additional services and are not a part of the fee:

- Roadway/Drainage/Utility Relocation PS&E design,
- Pedestrian volumes at mid-block locations,
- Temporary/Permanent traffic signal and traffic infrastructure PS&E design,
- Bid Phase Services,
- Construction Phase Services,
- Data-driven safety assessment or Site Constraints and Right-of-Way assessment is not included.
- Changes in scope requested by the Client or any other agency,
- Coordination with any agency beyond the City of Pflugerville and TxDOT,
- Any organizing/attending Public Engagement Plan, Stakeholder Database, Stakeholder Meetings & Communications,
- Any analysis and/or design beyond the listed tasks,
- Revisions to design standards,
- Fees required by reviewing agencies,
- Advertising for Bid,
- Signal timing for periods other than AM peak, PM peak and mid-day for typical weekday,
- Utility Modifications,
- Any other item not specifically listed in the Scope of Services,
- Reimbursable expenses associated with any additional services provided.

- Bridge openings will be assumed to follow the downstream bridge openings, and separate HEC-RAS models for determining the bridge opening will not be created in this PER.
- Creating HEC-RAS models for the downstream impact assessment is not scope of this PER.
- Storm sewer GEOPAK/ORD DU models for the existing and proposed systems are not part of this scope and will require additional efforts.
- Analysis of the existing and proposed ditch capacities are not part of this scope and will require additional efforts.
- Analysis of the existing and proposed detention facilities are not part of this scope and will require additional efforts.
- Coordination with the floodplain administrators to demonstrate the adverse impacts will require additional efforts.
- Subsurface Utility Engineering (SUE), potholing, and field verification outside of SAM's scope are not included.
- No detailed utility relocation design or preparation of construction plans is included.
- Full grant application development and processing services
- The cost analysis for relocation utility will not include a detailed breakdown but just a general estimate based on segments.

10. SUMMARY OF SCHEDULE & COST

Tetra Tech anticipates providing a detailed schedule using a Gantt chart once the tasks and scopes are finalized and accepted by the City. We understand the actual schedule will be also contingent on review turnaround times.

Tetra Tech anticipates the following turnaround timeframes. The actual finish time will be also contingent on review times.

Tasks	Expected Duration of Working on Tasks
Data Collection and Existing Analysis	August – September 2026
Concept Development (Roadway, Traffic, Drainage, Utilities)	September – December 2026
Draft Concept Review	December 2026 – January 2027
Public Engagement	January 2027
Final Concept and OPCC	January – February 2027

The proposed fees are based on a lump-sum budget for this project. The estimated fees to complete the outlined task will be **\$623,592.23**.

If this letter agreement satisfactorily sets forth your understanding of our approach, please sign the attached task order and return a copy to me. If you have any questions regarding this proposal, you may contact me at (713) 307-2956 or sammy.chen@tetrattech.com. This proposal is valid for 45 days from the date of this letter.

Sincerely,



PHD, PE, PTOE, PTP

Sammy Chen, Ph.D., PE, PTOE, PTP
Discipline Leader - Traffic & Planning



Surveying And Mapping, LLC
4801 Southwest Parkway, Building Two, Suite 100, Austin, TX 78735
Ofc 512.447.0575 Fax 512.326.3029
info@sam.biz www.sam.biz

Delivery Method: Via Email: Kevin.Hoffman@tetrattech.com

June 25, 2026

Kevin Hoffman
Regional Director of Transportation
Tetra Tech
4801 Southwest Parkway Parkway 1,
Suite 185, Austin TX 78735

**RE: Pflugerville Utility Investigation
SAM Project # - 1026111629**

Mr. Hoffman,

Surveying And Mapping, LLC (SAM) appreciates the opportunity to provide this proposal for utility investigation services to Tetra Tech (hereafter referred to as "The Client") in support of the City of Pflugerville Downtown Utility Investigation project. Based on the information provided by the Client, we have prepared the following proposed Scope of Services.

Thank you very much for the opportunity to provide this proposal. If you have any questions or comments regarding the attached scope of services or fee, please do not hesitate to give me a call.

Sincerely,

Surveying And Mapping, LLC

A handwritten signature in blue ink, appearing to read 'Sangay Bhutia', is written over a light blue horizontal line.

Sangay Bhutia, PE
Project Manager
Surveying And Mapping, LLC (SAM)
512.296.0968
sangay.bhutia@sam.biz



1.0 Project Description

SAM proposes to provide utility investigation services in support of the City of Pflugerville's existing water and wastewater infrastructure inventory within the Downtown Pflugerville study area shown in Exhibit A1. The investigation encompasses approximately 9,262 linear feet of roadway corridor along portions of N Railroad Avenue, W Main Street, W Walnut Street, W Pecan Street, N 1st Street, and adjacent downtown streets.

The utility investigation will provide existing utility information to assist the City with future infrastructure planning and utility mapping efforts.

2.0 Scope of Services

2.1 Utility Investigation Services

SAM will provide utility investigation services to support the City of Pflugerville's existing water and wastewater utility inventory within the project limits shown in Exhibit A. The investigation will consist of utility locating, GPS data collection, wastewater manhole investigation, and CCTV inspection to obtain available utility information for future planning and GIS updates.

Utility investigation services for this project include:

- Reviewing available utility records and City GIS information to support field planning and utility correlation.
- Establishing project control required to support the field investigation.
- Designating and mapping existing water and wastewater facilities utilizing available utility records, surface observations, geophysical methods, and CCTV observations where applicable.
- Collecting available field data at accessible wastewater manholes within the project limits, including rim elevations, invert elevations, flowline information, and other observable utility attributes where practical.
- Recording utility information including, where observable:
 - Pipe size
 - Pipe material
 - Utility alignment
 - Approximate utility depth
 - Manhole rim elevations
 - Invert elevations
 - Flowline directions
- Designating and marking utilities using an appropriate suite of surface geophysical methods. Typical equipment utilized includes:
 - Electromagnetic Locators



- Ground Penetrating Radar (GPR)
- Camera Rodder and Sonde Equipment
- GPS Survey Equipment
- Marking utility alignments at appropriate intervals and changes in direction for survey collection.
- Surveying utility markings and collected utility features to establish horizontal positions consistent with the project survey control.
- Preparing utility mapping in AutoCAD and KMZ format.

CCTV observations are intended to support utility inventory and mapping. While obvious defects or obstructions encountered during the investigation may be documented, this scope does not include structural pipe condition assessments, PACP coding, rehabilitation recommendations, or asset management evaluations.

- SAM will utilize a subcontractor to provide specialized traffic control necessary to safely access up to approximately eleven (11) wastewater manholes located within active travel lanes for the purpose of collecting field observations and performing CCTV inspections. SAM will obtain the traffic control permits required for the proposed lane closures associated with this scope of work.
- Traffic control will consist of temporary lane closures utilizing MUTCD-compliant traffic control devices appropriate for short-duration utility investigation activities.

3.0 Cost Proposal

SAM, LLC proposes to complete the above described scope of services for the Lump Sum cost indicated in **Table 1** below. If additional services are provided outside of the scope outlined, the work will be billed on a time and material basis.

Table 1
Cost Breakdown

Task	Total
Utility Investigation Services	\$61,700.00
Traffic Control & Permits (upto 11 manhole locations)	\$10,670.00
Total Fee:	\$72,370.00

This cost estimate is based on our current understanding described in the project description, the scope of services, and the assumptions listed below. In the event these items change in the course of this project, the SAM project manager will be in touch concerning changes to the project cost and schedule.



4.0 Assumptions

Proposal

- This proposal is valid for a period of 90 days.

Required by Client

- Access
 - The Client will be the liaison for SAM field crews to access the Project Work Area.
 - SAM Personnel will have unrestricted access to the work areas on a ten (10) hour per day basis for each day approved to perform work, unless there are site access restrictions or limitations otherwise outlined
- Notification and Coordination
 - Client will notify local property owners of the work activities and schedule.
 - Client will facilitate coordination with the site owners to the extent required.
- Records
 - Available utility records, GIS data, previous utility investigations, and other pertinent project information will be provided by the Client prior to commencement of field activities.
 - Utility records and GIS information will be used for planning and correlation purposes only and are assumed to be incomplete.

Utility Investigation Services

- The proposed fee is based on investigation of the existing water and wastewater utilities located within the project limits shown in Exhibit A1. All test hole locations will be accessible to truck-mounted vacuum excavation equipment.
- No more than 6 pothole locations will be performed with this scope of work.
- The proposed fee assumes investigation of approximately twenty (20) accessible wastewater manholes based on available GIS information.
- The proposed fee assumes CCTV inspection of accessible wastewater mains connected to the accessible wastewater manholes identified within the project limits.
- Utility locating services are limited to the capabilities of the equipment utilized. Non-metallic utilities, including PVC water mains, may not be directly detectable using conventional electromagnetic locating methods. Utility alignments will be established where practical using available records, surface features, geophysical methods, CCTV observations, and professional judgment.
- Utility information, including pipe size, material, alignment, and depth, will be documented only where reasonably observable during the investigation.
- Wastewater manholes are assumed to be structurally accessible and safe to open using standard industry practices.
- Standing water, debris, sediment, roots, collapsed pipe, or other obstructions may limit the ability to obtain utility information during CCTV inspection. Sewer cleaning, obstruction removal, bypass pumping, and re-inspection are not included in this scope.



- Structural pipe condition assessments, PACP coding, rehabilitation recommendations, and asset management evaluations are not included.
- Limits of Technology:
 - The accuracy of subsurface data can be influenced by factors beyond our control such as conductivity of materials and their surroundings, soil moisture content, proximity of other underground utilities or structures, depth of utility, etc. Therefore, physical verification (through vacuum excavation or otherwise) is the only subsurface utility data that is collected to applicable engineering and/or surveying standards.
- Traffic Control and Permitting
 - The proposed fee assumes temporary lane closures associated with short-duration utility investigation activities.
 - The proposed fee includes obtaining traffic control permits required for the proposed work within the project limits.
 - Permit application fees assessed by the permitting agency are not included unless specifically noted herein.
 - Permit review durations are outside of SAM's control and may affect the project schedule.
 - Additional traffic control requirements, including extended lane closures, night work, police officers, flaggers, roadway closures, or revised traffic control plans requested by the permitting agency or governing jurisdiction are not included and may require a scope and fee adjustment.
- Work Product/ Deliverables:
 - Utility linework will represent SAM's interpretation of available records, field observations, utility locating, and CCTV observations. Utility alignments between confirmed points represent professional judgment and should not be interpreted as continuous verified locations.
 - Paint markings placed on the ground by SAM are to be used for design purposes only and not for construction. The use of this information does not relieve any contractor or the Client from the duty to comply with applicable utility damage prevention laws and regulations, including, but not limited to, providing notification to utility owners or One-Call centers before excavation.
 - Deliverables will consist of utility mapping in AutoCAD (DWG) and KMZ format together with raw video files of the CCTV inspection.
 - CAD and KMZ deliverables will be provided for incorporation into the City's GIS by others. Development, editing, or population of the City's GIS database is not included.
- Additional Services
 - Utility investigation requested outside the project limits shown in Exhibit A or beyond the assumptions stated herein shall be considered additional services.
 - If actual field conditions or investigation quantities differ materially from those assumed for this proposal, SAM reserves the right to negotiate an equitable adjustment to the scope, schedule, and fee prior to performing the additional work.

5.0 Schedule of Services

Based on a written agreement, receipt of Notice to Proceed (NTP), and approval of all required permits, we will mobilize within five (5) business days of NTP. It is anticipated that the services described will be completed within two (2) business days. The final deliverable will be submitted no more than five (5) business days following field completion. The project manager for SAM will keep the client apprised of the progress and any project delays that occur.

EXHIBIT A1 SITE MAP



EXHIBIT B

Price Proposal

**pflugerville Downtown Pecan/W.
Main/Railroad PER**

Preliminary Engineering Report

Submitted to: City of Pflugerville (Attn: Gabriela Jurcovan)

Contract Type: T&M

T&E Price Proposal										Price Summary / Totals									
Pflugerville Downtown Pecan/W. Main/Railroad PER Preliminary Engineering Report										Task Pricing Totals									
Submitted to: City of Pflugerville (Attn: Gabriela Jurcovan)										Specify Add'l Fees on Setup Technology Use Fee									
Contract Type: T&M										Total Price 623,592.23									
Project Phases / Tasks										Pricing by Resource									
Labor Hrs										Task Pricing Totals									
3,147										623,592.23									
1 Project Management & Coordination										36,441.31									
1.1 Coordination with City of Pflugerville										4,241.30									
1.2 Project Progress Meetings										6,868.01									
1.3 Project Documentation										2,768.68									
1.4 OACQ										5,970.00									
1.5 Monthly Invoicing										3,086.01									
1.6 Meeting Workshops for Analysis										8,549.31									
1.7 T&DOT coordination										5,558.01									
2 Roadway Concept Development										149,530.82									
2.1 Existing Roadway & Sidewalk Data Collection										39,764.81									
2.1.1 Review Existing Data										3,541.65									
2.1.2 Existing Tree Review and Coordination										8,365.51									
2.1.3 Conduct Field Inspection										24,023.03									
2.1.4 Review Adjacent Projects										3,814.62									
2.2 Roadway & Sidewalk Customization										67,174.40									
2.2.1 Roadway Rehabilitation Configuration										16,989.38									
2.2.2 Sidewalk Alignment & Width Configuration										14,644.77									
2.2.3 Intersection Improvement Configuration										17,921.37									
2.2.4 Parking Configuration Sidewalk Tie-in										5,626.98									
2.2.5 Review and Coord with the City Parking Study										9,471.22									
2.2.6 Considering Impacts on Trees										2,516.68									
2.3 Right of Way (ROW) & Easement Review										2,926.14									
2.3.1 ROW Verification										2,926.14									
2.4 Alternative Concept Deliverables										30,663.47									
2.4.1 Roadway and Sidewalk Cost Estimating										9,363.32									
2.4.2 Alternative Concept Design & Report										30,400.16									
3 Traffic Mobility & Safety Analyses										103,212.83									
3.1 Traffic Data Collection										15,007.22									
3.1.1 Collect Existing Traffic Data										1,570.80									
3.1.2 Collect & Review Traffic Signal Timing										2,044.53									
3.1.3 Collect & Review Traffic Volumes										2,676.18									
3.1.4 Collect and Review Traffic Crash Data										2,044.53									
3.1.5 Travel Time Runs										2,996.18									
3.2 Intersection Capacity Analysis										59,970.09									
3.2.1 Traffic Volume Projection										7,708.54									
3.2.2 Traffic Model Development										16,900.91									
3.2.3 Model Calibration										9,558.25									
3.2.4 Alternative Comparisons										16,057.09									
3.3 Mid-Block Crossing Evaluation										11,814.31									
3.3.1 Summarize Capacity Analysis Outputs										9,645.26									
3.3.2 Mid-Block Crossing Evaluation										11,814.31									
3.4 Traffic Deliverables										20,196.26									
3.4.1 Documentation & Reporting										13,111.01									
3.4.2 Traffic CPCQ										7,085.25									
4 Drainage Analysis										99,691.31									
4.1 Drainage Data Collection										13,226.43									
4.1.1 Review Survey										2,023.84									
4.1.2 Conduct Field Inspection										3,115.73									
4.1.3 Collect Historical Flood Record										1,263.84									
4.1.4 Collect FEMA Floodplain Model										1,263.84									
4.1.5 Review Standalone Projects										2,023.84									
4.2 Hydrologic Analysis										3,535.35									
4.2.1 Review City Capital Improvement Plan										3,535.35									

