

**PROFESSIONAL SERVICES AGREEMENT
FOR
2020 TRANSPORTATION BOND PROGRAM GENERAL ENGINEERING
CONSULTANT**

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

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

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

I. DEFINITIONS

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

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

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

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

II. TERM

2.1 This agreement shall become effective upon execution by the City and shall remain in effect until satisfactory completion of the Scope of Work unless terminated as provided for in this Agreement.

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

III. SCOPE OF SERVICES

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

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

work not be satisfactory to City Manager; however, City shall have no obligation to terminate and may withhold payment for any unsatisfactory work, as stated herein, even should City elect not to terminate.

IV. COMPENSATION TO CONSULTANT

4.1 In consideration of Consultant's performance in a satisfactory and efficient manner, as determined solely by City Manager, of all services and activities set forth in this Agreement, City agrees to pay Consultant an amount not to exceed one million, five hundred seventy-four thousand, five hundred seventy-four dollars (\$1,574,574.00) as total compensation, to be paid to Consultant as further detailed in Exhibit B.

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

V. OWNERSHIP OF DOCUMENTS

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

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

VI. RECORDS RETENTION

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

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

hereunder, Consultant shall retain the records until the resolution of such litigation or other such questions. Consultant acknowledges and agrees that City shall have access to any and all such documents at any and all times, as deemed necessary by City, during said retention period. City may, at its election, require Consultant to return said documents to City prior to or at the conclusion of said retention.

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

VII. TERMINATION

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

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

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

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

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

7.4.1 Bankruptcy or selling substantially all of company's assets

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

7.4.3 Performing unsatisfactorily

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

7.6 Regardless of how this Agreement is terminated, Consultant shall affect an orderly transfer to City or to such person(s) or firm(s) as the City may designate, at no additional cost to

City, all completed or partially completed documents, papers, records, charts, reports, and any other materials or information produced as a result of or pertaining to the services rendered by Consultant, or provided to Consultant, hereunder, regardless of storage medium, if so requested by City, or shall otherwise be retained by Consultant in accordance with Article VI. Records Retention. Any record transfer shall be completed within thirty (30) calendar days of a written request by City and shall be completed at Consultant's sole cost and expense. Payment of compensation due or to become due to Consultant is conditioned upon delivery of all such documents, if requested.

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

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

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

VIII. NOTICE

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

If intended for City, to:

City of Pflugerville
Attn: Patricia Davis, P.E.
City Engineer
P.O. Box 589
Pflugerville, Texas 78691

If intended for Consultant, to: Freese and Nichols, Inc.
Attn: John New, P.E.
Vice-President
10431 Morado Cir #300
Austin, TX 78759

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 “2020 Transportation Bond Program General Engineering Consultant” in the Description of Operations block of the Certificate. The original Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept Memorandum of Insurance or Binders as proof of insurance. The original certificate(s) or form must have the agent’s original signature, including the signer’s company affiliation, title and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer’s authorized representative to the City. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the City. No officer or employee, other than the City Attorney, shall have authority to waive this requirement.

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

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

City of Pflugerville

Insurance Requirements

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

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

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

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

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

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

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

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

- Name the City, its officers, officials, employees, volunteers, and elected representatives as ***additional insured by endorsement under terms satisfactory to***

the City, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;

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

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

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

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

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

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

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

X. INDEMNIFICATION

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

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

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

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

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

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

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

XI. ASSIGNMENT AND SUBCONTRACTING

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

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

11.2 It is City's understanding and this Agreement is made in reliance thereon, that Consultant intends to use the following subcontractors in the performance of this Agreement:

- 7Arrows Land Staff, LLC
- The Rios Group, Inc.
- Rock Engineering and Testing Laboratory, Inc.
- Gorron dona & Associates, 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 each and every provision of this Agreement. Compliance by subcontractors with this Agreement shall be the responsibility of Consultant. City shall in no event be obligated to any third party, including any subcontractor of Consultant, for performance of services or payment of fees. Any references in this Agreement to an assignee, transferee, or subcontractor, indicate only such an entity as has been approved by the City.

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

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

XII. INDEPENDENT CONTRACTOR

Consultant covenants and agrees that he or she is an independent contractor and not an officer, agent, servant or employee of City; that Consultant shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of respondent superior shall not apply as between City and Consultant, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating the relationship of employer-employee, principal-agent, partners or joint 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 to be performed by the Consultant under this Agreement and that the Consultant has no authority to bind the City.

XIII. CONFLICT OF INTEREST

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

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

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

XIV. AMENDMENTS

Except where the terms of this Agreement expressly provide otherwise, any alterations, additions, or deletions to the terms hereof, shall be effected by amendment, in writing, executed by both City and Consultant, and, 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 said services, and meets all competence standards promulgated by all other authoritative bodies, as applicable to the services provided herein.

XVII. COMPLIANCE

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

XVIII. NONWAIVER OF PERFORMANCE

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

XIX. LAW APPLICABLE

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

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

XX. LEGAL AUTHORITY

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

XXI. PARTIES BOUND

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

XXII. CAPTIONS

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

XXIII. INCORPORATION OF EXHIBITS

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

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

XXIV. ENTIRE AGREEMENT

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

XXV. MISCELLANEOUS CITY CODE PROVISIONS

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

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

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

25.4 Payment of Debt or Delinquency to the State or Political Subdivision of the State. Pursuant to Chapter 38, *City of Pflugerville Code of Ordinances*, Consultant agrees that any payments owing to Consultant under the Agreement may be applied directly toward any debt or delinquency that Consultant owes the City of Pflugerville, State of Texas or any political subdivision of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.

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

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

EXECUTED and AGREED to as of the dates indicated below.

**CITY OF
PFLUGERVILLE**

CONSULTANT
Freese and Nichols, Inc. _____

(Signature)



(Signature)

Printed Name: Sereniah Breland

Printed Name: John New

Title: City Manager

Title: Vice-President

Date: _____

Date: March 18, 2021

APPROVED AS TO FORM:

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

SCOPE OF SERVICES

PROJECT UNDERSTANDING

On November 3, 2020 the City of Pflugerville held a municipal bond election with three (3) propositions on the ballot. The first Proposition (Prop A) included issuance of \$101,700,000.00 bonds by the City of Pflugerville, Texas, for City neighborhood street reconstruction, Immanuel Road, FM 685 Corridor improvements, SH 45 frontage roads, Kelly Lane Phase 3, Pfluger Farm Lane North, Main Street, Central Commerce Drive, Picadilly Drive, Weiss Lane Extension/realignment with Cameron Road, East Pflugerville Parkway and Pecan Street.

The City has retained Freese and Nichols, Inc. (FNI) to provide General Engineering Consultant Program Management services to support management and implementation of the City's 2020 Transportation Bond Program. The City of Pflugerville's 2020 Transportation Bond Program (the Project) will include planning, design, and construction of multiple capital improvement projects (CIP) as approved by the voters in November 2020. FNI will provide a variety of services to support the City in execution of the bond program including program and project management oversight, design management and oversight, bid phase assistance, and construction phase assistance. FNI's services may also include, if requested by the City, on-site representation during construction, site/civil, structural, storm water, environmental, GIS, or other general engineering services that may be needed to support the timely execution of the program. It is envisioned the program will require approximately five (5) years to achieve completion of all identified projects.

This scope and associated fee will be for the initial term (18 months) of the program including the remainder of FY 21 and FY 22. The initial scope will be for completion of the current fiscal year with a focus on the next 18-month development window. It is assumed that for the first six months of the initial term, program start up tasks and procurement of design consultants will occur followed by 12 months of program and project management services. FNI will collaborate with City staff and focus on early priority projects to initiate design activities as quickly as possible with the goal to commence construction activities in year one of the program. Services for FY23, FY-24 and FY-25 will be addressed at a later date. Project management services will include preparing three Requests for Qualifications (RFQs) for selection of design consultants as detailed below, and the subsequent design management services:

1. RFQ for selection of multiple design consultants. Six design consultants will be selected to perform Plans, Specifications, and Estimate (PS&E) design services for the following projects:
 - a. Cameron Road Re-Alignment
 - b. City Intersection Improvements – Includes E. Pflugerville Parkway at FM 685, FM 685 at Copper Mine Overpass, SH 130 at CR 138
 - c. E. Pecan Street Improvements
 - d. Immanuel Road Improvements
 - e. Kelly Lane Phase 3 Improvements
 - f. Main Street Improvements
2. RFQ for FM 685 Corridor Improvements

3. RFQ for Street Reconstruction. Three design consultants will be selected to perform PS&E design services for the following bid packages:
 - a. Bid Package 1 - Kay Lane, Applewood Drive, Oak Ridge Drive, Cedar Ridge Drive, Meadow Creek Drive, Mountain View Drive, 10th Street, W. Clusters Creek Bend, and Plumbago Drive.
 - b. Bid Package 2 - Great Basin Avenue, Bushmills Road, Picadilly Drive, Pflugerville Loop, Edgemere Drive, Windmere Drive, and Yellow Sage Street.
 - c. Bid Package 3 - Grand National Avenue, Rowe Loop, Sullivan Street, Dalshank Street, Algreg Street, Mashburn Street, Option Avenue, and Diablo Drive.

ARTICLE I

BASIC SERVICES: FNI shall render the following professional services in connection with the development of the Project:

- A. PROGRAM MANAGEMENT: FNI shall provide professional services as follows:
 1. Develop a CIP Transportation Bond Program management organizational structure, including organization chart roles and responsibilities, etc., and collaborate with City for feedback as necessary.
 2. Program Level Planning and Reporting

Develop workflows, standards, and communication protocols for the following processes:

 - a. Preliminary program schedule and budget development. Microsoft Project will be used to develop the preliminary program schedule.
 - b. Project management and technical resource identification and allocation.
 - c. Project Management Information System (PMIS). A PMIS will be developed to store information and data about each project in the program. The PMIS will be developed using Microsoft Excel to store information such as project descriptions, key personnel or firms, schedule (baseline and actual), project status, details regarding public meetings, external stakeholder coordination (ie. private utilities, permits, etc.), land acquisition needs, milestone decisions, key issues, and project impacts. Data such as project cost estimates (design, right-of-way, construction, construction management & inspection), actual project costs, and change orders will also be stored and managed in the PMIS. The PMIS will facilitate development of monthly cash flow projections based on the schedule for each project.

A business intelligence platform (Microsoft Power BI) will connect to, model, and visualize data stored in the PMIS. The business intelligence platform will access various data sets in the PMIS and create graphs, charts, tables, and diagrams to report on, and summarize important project-related performance metrics for key stakeholders and the public which will be displayed on dashboard.
 - d. Cash flow analysis.
 - e. Program level progress reports to provide budget projections and monitor expenditure forecast targets monthly/quarterly.
 - f. Collaborate with the City to provide monthly, quarterly, and as needed, program progress reporting in a dashboard format. Monthly check to verify status and updates as needed for City Council.

- g. Update scope, schedule and budgets for projects for future years at approximately month 16 of this contract to allow for financial planning and estimates of future program management support effort.
3. Project Controls
- Develop workflows, standards, and communication protocols for the following processes:
- a. Program schedule development and maintenance. Microsoft Project will be used to develop and maintain the program schedule.
 - b. Document control. Microsoft Sharepoint will be used to store all documents associated with the Project. Sharepoint is a shared file system used as a file repository with documents stored on the Microsoft Cloud. Sharepoint will not be used to manage workflows.
 - c. Budget development and maintenance. Program budget will be monitored in PMIS by tracking all major project expenditures (design costs, construction costs, land acquisition, etc.).
4. Project Execution Process Tracking
- a. Analyze project progress against execution processes to address conflicts, bottlenecks, or other issues causing miscommunication, rework, or other problems impacting schedule, budget, quality or efficiency.
5. Meeting Support (Refer to Exhibit B for information regarding number of Meetings)
- a. Schedule and conduct recurring internal bi-weekly program team meetings, up to 36 meetings. Assume three-quarters of meetings are virtual.
 - b. Schedule and conduct recurring monthly program management meetings with City, up to 18 meetings. Assume three-quarters of meetings are virtual.
 - c. Schedule and conduct periodic/special meetings as needed, up to 18 meetings. Assume all meetings are virtual.
 - d. Prepare agenda/minutes for all meetings within three (3) business days.
 - e. Development of and follow-up on action items database tracking within each project.
6. Project Status Tracking and Reporting
- a. Develop standard project reporting format for design consultants for monthly/quarterly/annual reporting for City projects.
 - b. Develop format for design consultant monthly invoices.
 - c. Develop a naming nomenclature for Bond Program projects to coordinate with City CIP project numbers.
 - d. Prepare and analyze progress reports for adherence to the standard format.
 - e. Forecast completion dates and develop recovery plans when critical path project tasks as identified in the design consultant prepared project schedules are behind.
7. Contract Documents

- a. Manage contract documents, coordinating forms and information with Design Consultants and provide package for Professional Services Agreements (PSA) and Professional Services Supplemental Agreements (PSSA) to the City for processing.
 - b. Review and make recommendations on changes to contract documents to address use of document control system, incentives/disincentives, and liquidated damages. The City will be responsible for incorporating any changes into contract documents.
- B. DESIGN MANAGEMENT AND OVERSIGHT: It is anticipated that detailed design services for each project will be performed by other design consultants. Services provided by FNI will be for the general oversight and management of outside design consultants. FNI shall provide professional services as follows:
- 1. Design Consultant Selection Process
 - a. Prepare design consultant Requests for Qualifications (RFQs) and administer the process for City staff to select design consultants.
 - b. Assist City in the contract negotiations and prepare necessary items for City Council approval.
 - c. Prepare/confirm consultant contract forms/documents upon approval of City Council approval as administrative support to City Team.
 - d. Prepare and administer kick-off meetings with design consultants.
 - 2. Review and make recommendations to City on monthly invoice pay requests and proposed design contract change requests.
 - 3. Coordinate with design consultants on a regular basis to verify project schedule adherence.
 - 4. Coordinate any needs and action items from the consultants they may have of the City or other entities.
 - 5. Attend monthly design progress meetings with Design Consultants.

Track the progress for design approval with outside entities (when required) and participate in required meetings (TxDOT, ISDs, County, TCEQ, Toll Operations Division (TOD), Texas Historic Commission (THC), other City Departments, FEMA, USACE, etc.). Ensure Texas Department of Licensing and Regulations (TDLR) and Americans with Disability Act (ADA) reviews are documented and monitored for projects as required.
 - 6. Review and prepare comments on all submitted studies, schematics, plans, specifications and cost estimates at 30%, 60%, and 90% milestones for conformance with City and regulatory agency design requirements and standards. Coordinate any required reviews with additional City departments.
 - 7. Perform constructability reviews at the 60% and 90% design milestones.
- C. BID OR NEGOTIATION PHASE: Upon completion of the design management and oversight services provided by FNI under paragraph B. above and approval of "Final" drawings and specifications by the City, FNI shall provide professional services in this phase as follows:

1. Coordinate with design consultants in securing bids by coordinating issuance of Notice to Bidders to prospective contractors and vendors utilizing Civcast. Project bidding registration cost for Civcast will be paid by the City.
2. Coordinate with design consultants to conduct a pre-bid conference for the construction projects and coordinate responses to contractor questions by the design consultant. Response to the pre-bid conference will be in the form of addenda issued by the design consultant after the conference.
3. Coordinate with the design consultants for the design consultant's tabulating and analyzing of the bids received. Recommendation of award will be prepared by the design consultants.
4. Prepare necessary items for City Council award.
5. Prepare notice of award of contract to successful contractor.
6. Coordinate with the design consultants for furnishing the awarded contractor copies of the drawings and specifications for construction pursuant to the General Conditions of the Construction Contract.

D. RIGHT-OF-WAY (ROW) MANAGEMENT: FNI shall provide professional services as follows:

1. Develop and manage acquisition tracking/status spreadsheet for all projects requiring easements to ensure rights-of-way (ROW) are acquired to keep projects on schedule.
2. Meet with City's selected ROW consultants, as assigned, design consultants, and City staff/legal bi-weekly or as required based on individual project needs.
3. Review funding requirements/processes for land acquired on projects with outside funds.
4. Advise ROW acquisition teams on negotiation strategies, monitor Senate Bill 18 requirements, and receipt of executed/recorded easement documents/title policies.
5. Review files wherein eminent domain will be exercised before submission to City staff/legal.
6. Develop a standard process for ROW consultants for bi-weekly/monthly/quarterly reporting.
7. Determine Reporting format for ROW Acquisitions data monthly/quarterly reports to City Council.

E. UTILITY COORDINATION: FNI shall provide professional services as follows:

1. Project Management and Coordination: The Utility Coordinator (UC), in association with the FNI Project Manager assigned to the project shall be responsible for managing, directing, and coordinating all utility activities associated with the 2020 Transportation Bond Program projects to comply with City's policies and procedures. The UC shall be accountable for applying and ensuring appropriate quality control processes, procedures, and conformance is occurring across the team to ensure the highest quality products are delivered to the City at every stage of preliminary, draft, and final product. The UC shall:

- a. Attend regularly scheduled internal Program meetings with the City to review utility status for all active and upcoming Program projects.
 - b. Project Meetings – Attend utility progress meetings for individual projects. This may also include conference calls or online meetings to understand the status and direction of the utility owners as well as to provide important project information.
 - c. Conduct regularly scheduled external program meetings to discuss the City’s Program projects and schedules with the local utility owners. For all meetings, UC to develop and attendee list for all utility providers, consultants, program management team, and the City personnel. Generate monthly and quarterly status reports.
 - d. Distribute meeting minutes including documentation of attendees, decisions, and action items within three (3) business days of each meeting.
 - e. Assemble and maintain all records and files related to the project throughout the duration of the project. The project files shall be delivered to the City prior to start of Construction and again at project closeout or as directed by the City.
 - f. Provide monthly overall utility status report and utility schedule to the City for all associated Program projects.
 - g. Work with the utility owners to provide any cost requirements which the City is to be responsible for, in the event of relocations with property interests possessed by the utility owner.
2. Utility Coordination Oversight: The UC shall perform utility coordination and liaison activities with involved utility owners, their consultants, and the City to achieve timely project notifications, formal coordination meetings, conflict analysis and resolution. The UC shall continue coordination with all utility owners up to the project letting and prior to beginning of construction. The UC shall be responsible for the following:
- a. Communications – The UC shall coordinate all activities with the City, its design consultants, other contractors or representatives, as authorized by the City. The UC shall provide City copies of correspondence and other documentation of work-related communications between the UC, utility owners and other outside entities when requested. The UC shall develop a project naming nomenclature for each project related to utility relocations, assignments, etc. The UC shall provide updated status reports and schedules on a monthly basis.
 - b. Permits – The UC is to provide oversight of City permit requests within the limits of active projects to ensure compliance with the proposed project improvements. The UC will work with the City’s permit team to provide necessary information and speed approvals.
 - c. Standard Agreements – The UC shall develop standard utility relocation agreements and coordinate with the City’s legal team for review and approval.

F. PUBLIC INVOLVEMENT SUPPORT: FNI shall provide professional services as follows:

- 1. Prepare and provide information to the City’s PIO as needed regarding public information meeting planning and facilitation. It is assumed that any required public meetings would be virtual. If public meetings are held in-person and require attendance by FNI this will be authorized as an additional service if requested by the City.

2. Coordinate with the City's PIO and develop information to be provided on the City's website for status updates of the Program. Updates may be monthly, quarterly, and/or as needed for release of information to the media.
3. Identify projects for ground-breaking and ribbon cutting events. Coordinate with the City's PIO for final determination of events. Prepare materials and information as needed for identified events.
4. Prepare required information as requested by the City's PIO for use by the City on social media.
5. Prepare required information as requested by the City's PIO for use by the City for media relations support.
6. Prepare analytical information as requested by the City's PIO for monthly, quarterly and annual reporting.

ARTICLE II

ADDITIONAL SERVICES: Any services performed by FNI that are not included in the Basic Services described above are Additional Services. Additional Services to be performed by FNI, if authorized by the City, are described as follows:

- A. CONSTRUCTION PHASE OVERSIGHT: Upon completion of the bid or negotiation phase services, and if requested by the City through an additional work authorization, FNI will proceed with the performance of construction phase oversight services as described below:
 1. FNI will coordinate with the design consultants for the design consultant to conduct pre-construction conference(s) with the Contractor(s), and the design consultants review of construction schedules prepared by the Contractor(s) pursuant to the requirements of the construction contract. FNI will prepare a proposed estimate of monthly cash requirements of the Project from information provided by the Construction Contractor.
 2. Establish communication procedures with the contractor. Submit monthly reports of construction progress. Reports will describe construction progress in general terms and summarize project costs, cash flow, construction schedule and pending and approved contract modifications.
 3. Establish and maintain a project documentation system consistent with the requirements of the construction contract documents. Monitor the processing of contractor's submittals and provide for filing and retrieval of project documentation. Produce monthly reports indicating the status of all submittals in the review process. Review contractor's submittals, including, requests for information, modification requests, shop drawings, schedules, and other submittals in accordance with the requirements of the construction contract documents for the projects. Monitor the progress of the contractor in sending and processing submittals to see that documentation is being processed in accordance with schedules.
 4. Based on FNI's general observations and review of the Payment Requests and supporting documentation submitted by Contractor, determine the amount that FNI recommends Contractor be paid on monthly and final estimates, pursuant to the General Conditions of the Construction Contract.

5. Make site visits appropriate to the stage of construction (as distinguished from the continuous services of a Resident Project Representative) to observe the progress and the quality of work and to attempt to determine in general if the work is proceeding in accordance with the Construction Contract Documents. In this effort FNI will endeavor to protect the City against defects and deficiencies in the work of Contractors and will report any observed deficiencies to City.
6. FNI will coordinate with the design consultants to notify the City of non-conforming work observed on site visits. FNI will monitor the design consultant's review of quality related documents provided by the contractor such as test reports, equipment installation reports or other documentation required by the Construction contract documents.
7. FNI will coordinate the selection of testing laboratories and inspection bureaus required for the testing or inspection of materials, witnessed tests, factory testing, etc. for quality control of the Project. The cost of such quality control shall be paid by the City and is not included in the services to be performed by FNI.
8. FNI will coordinate with the design consultants to establish procedures for administering constructive changes to the construction contracts. FNI will coordinate with the design consultant to process contract modifications and negotiate with the contractor on behalf of the City to determine the cost and time impacts of these changes. FNI will review design consultant's prepared change order documentation for approved changes for execution by the City. Documentation of field orders, where cost to City is not impacted, will also be reviewed by FNI.
9. FNI will review design consultant prepared documentation for contract modifications required to implement modifications in the design of the project. FNI will receive and evaluate notices of contractor claims and make recommendations to the City on the merit and value of the claim on the basis of information submitted by the contractor or available in project documentation. Endeavor to negotiate a settlement value with the Contractor on behalf of the City if appropriate.
10. Conduct, in company with the consultants and City representatives, a final review of the Project for conformance with the design concept of the Project and general compliance with the Construction Contract Documents. The design consultant will prepare a list of deficiencies to be corrected by the contractor before recommendation of final payment. Assist the City in obtaining legal releases, permits, warranties, spare parts, and keys from the contractor. Review and comment on the certificate of completion and the recommendation for final payment to the Contractor(s).
11. FNI will endeavor to protect the City in providing these services however, it is understood that FNI:
 - a. does not guarantee the Contractor's performance
 - b. is not responsible for supervision of the Contractor's operation and employees
 - c. is not responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor
 - d. is not responsible for any safety precautions and programs relating in any way to the condition of the premises, the work of the Contractor or any Subcontractor.

- e. Is not responsible for the acts or omission of any person (except its own employees and agents) at the project site or otherwise performing any of the work on the project.
12. City agrees to include provisions in the General Conditions that require Contractor to include FNI: (1) as an additional insured and in any waiver of subrogation rights with respect to such liability insurance purchased and maintained by Contractor for the Project (except workers' compensation and professional liability policies); and (2) as an indemnified party in the Contractor's indemnification provisions where the City is named as an indemnified party.
- B. CONSTRUCTION PHASE RESIDENT PROJECT REPRESENTATION (RPR): Upon completion of the bid or negotiation phase services, and if requested by the City through an additional work authorization, FNI will proceed with the performance of construction phase RPR services to supplement the general representation services noted above. as described below:
1. Conduct and document in a daily construction report (including photographs) daily observations of the Work in progress to determine that the Work is in general proceeding in accordance with the Contract Documents.
 2. Report to design consultant any Work that does not appear to conform generally to the Contract Documents or that will impact the integrity of the design concept of the completed Project.
 3. Verify that tests, equipment and systems start-up and operating and maintenance training are conducted in the presence of appropriate personnel, and the Contractor maintains adequate records thereof; and observe record and report to design consultant appropriate details relative to the test procedures and start-ups.
 4. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to design consultant.
 5. Maintain orderly files of all project documentation.
 6. Verify monthly quantities of work completed with Contractor prior to Contractor's submission of monthly payment request.
 7. Facilitate and assist with final inspection of the project by design consultant and City.
 8. RPR is City's agent at the site, will act as directed by and under the supervision of FNI, and will confer with FNI management regarding RPR's actions. Resident Project Representative's dealings in matters pertaining to the on-site Work shall in general be with Design Consultant and Contractor, keeping Client advised as necessary. Resident Project Representative's dealings with Subcontractors shall only be through or with full knowledge and approval of Contractor. Paragraphs A.11 and A.12 in this Article II apply to these RPR services.
- C. MATERIAL TESTING SERVICES: If requested by the City through an additional work authorization, FNI will proceed with the performance of quality assurance material testing services as described below:
1. FNI will provide quality assurance material testing services during construction. Testing schedule will be based on the specification requirements of individual projects.

- D. DRONE AND REMOTE SENSING SERVICES: If requested by the City through an additional work authorization, FNI will proceed with the performance of drone and remote sensing services as described below:

The use of Unmanned Aerial Vehicle Applications on engineering projects has emerged as the norm within the industry. UAV or drones are being used to collect visual reconnaissance information, erosion analysis, land use analysis, volumetric analysis, time-lapsed photography documenting the project lifecycle, collect as-built Building Information Modeling (BIM) data, 3D Mapping point clouds with ground control points (GCP) for centimeter grade vertical accuracy, live-video streams to be viewed by stakeholders, asset management, and, most important, lowering cost for field data acquisition. Drone collected data can be processed to integrate with current industry software like Microstation, Civil 3D, and a Geographic Information System (GIS). FNI has a fleet of drones and FAA 107 licensed pilots to provide drone services and modeling to enhance understanding of project needs for clients. If requested by the City through an additional work authorization, FNI will proceed with the performance of drone and remote sensing services as described below:

1. FNI will utilize a DJI Phantom 4 and/or Mavic 2 Pro drone to obtain geotagged photographs from a maximum of 400 feet above ground surface. Photographs are taken at an interval of every two seconds, geotagged, and post-processed to create an orthomosaic map of the project area. The orthomosaic map will be geo-rectified using surveyed ground control targets, and a digital surface model (3D) will be created. If ground control points (GCP) are necessary, a Trimble grade GPS R8 antenna with a TSC7 controller will be used to obtain real-time GPS locations. The Pix4D software and/or ESRI Site Scan software will be used to post process drone data to stitch together photos creating a 2D high resolution orthomosaic image, 3D point cloud, and Digital Surface Model for mapping projects only. Single isolated imagery will be captured at intersection locations as well as video. Longer linear corridors with a distance over one-mile in length, will use video to document pre- and post-project completion as-builts.
2. All drone missions require a pilot-in-command who has a current FAA 107 license. A visual observer is required so a human set of eyes can always locate the drone. Drone missions located within restricted airspace will be required to obtain permission from the airport for the mission to proceed. FNI will use the Airmap online coordination flight planning software to request these specific permissions; if permission is granted, FNI can only then proceed to fly the mission.

- E. GIS WEB MAP TOOL: If requested by the City through an additional work authorization, FNI will proceed with the performance of the GIS web map tool services as described below:

Using base maps provided by the City, an ArcGIS WebMap will be created for the program. The WebMap will graphically show the location and limits of each project in the program and include attributes that provide basic project information and details intended for use by the general public and the City's Public Information Office.

ARTICLE IV

TIME OF COMPLETION: FNI is authorized to commence work on the Project upon execution of this Agreement and agrees to complete the services in accordance with the schedule presented in Exhibit C.

If FNI's services are delayed through no fault of FNI, FNI shall be entitled to adjust contract schedule consistent with the number of days of delay. These delays may include but are not limited to delays in City or regulatory reviews, delays on the flow of information to be provided to FNI, governmental approvals, etc. These delays may result in an adjustment to compensation as outlined on the face of this Agreement and in Exhibit B.

ARTICLE V

RESPONSIBILITIES OF CITY: The City shall perform the following in a timely manner so as not to delay the services of FNI:

- A. Give prompt written notice to FNI whenever City observes or otherwise becomes aware of any development that affects the scope or timing of FNI's services, or any defect or nonconformance of the work of any Design Consultants or Contractor.
- B. Furnish, or direct FNI to provide, Additional Services as stipulated in Exhibit A, Article III of this Agreement or other services as required.

ARTICLE VI

DESIGNATED REPRESENTATIVES: FNI and City designate the following representatives:

Client's Designated Representative – Derek Klenke, P.E.
(512) 990-6333
derekk@pflugervilletx.gov
P O BOX 589
Pflugerville, TX 78691-0589

OR

Patricia A. Davis, MSCE, P.E.
(512) 990-6342
patriciad@pflugervilletx.gov
P O BOX 589
Pflugerville, TX 78691-0589

City's Accounting Representative – Abby Morrison
(512) 990-6406
abbym@pflugervilletx.gov
P O BOX 589
Pflugerville, TX 78691-0589

FNI's Designated Representative – Christopher Trevino, PE, CCM
(210) 298-3817
chris.trevino@freese.com
10431 Morado Circle
Building 5, Suite 300

Austin, Texas 78759

FNI's Accounting Representative –

Marissa Mendoza
(512) 381-1837
10431 Morado Circle
Building 5, Suite 300
Austin, Texas 78759

City of Pflugerville 2020 Transportation Bond Program GEC 3/18/2021 Detailed Cost Breakdown		Project Fee Summary	
Basic Services	\$	1,574,574	
Special Services	\$	-	
Total Project	\$	1,574,574	

Phase	Task	Basic or Special	Tasks Task Description	Labor												Total Hours	Total Labor Effort	
				John New	Drew Hardin	Chris Trevino	Giancarlo Patino	Michael Brown	Garrett Johnston	David Paine	Liz Palasota	Will Huff	Megan Flanagan	Brent Millar	Chuck Gilman			Derek Gianan
				\$240	\$240	\$240	\$178	\$240	\$209	\$178	\$156	\$178	\$137	\$240	\$240			\$148
		Basic	Project Management															
		Basic	Internal kickoff meeting	2	2	2	2	2	2	2	2	2	2		2		22	
		Basic	Maintain and monitor scope / schedule / budget			18											18	
		Basic	One Page Reports / Periodic client communications			18											18	
		Basic	Corporate Support (Scheduler)			18											18	
		Basic	Corporate Support (Operations Analyst)			18										36	54	
		Basic	Quality Management														18	
		Basic	Develop quality management plan	2	2	2	4										10	
		Basic	Senior Advisor (2 hr per month)		36												36	
		Basic	Quality Control reviews		8	8											16	
		Basic	Quality Assurance reviews	16		8											24	
		Basic	A. Program Management Support															
		Basic	1. Develop CIP Organizational Chart		1	2	4										7	
		Basic	2. Program Level Planning and Reporting															
		Basic	a. Develop Preliminary Program Schedule and Budget		2	2	4	2	2	2	2	2					18	
		Basic	b. Project Mgmt. and Tech. Resource Assignment (2 hr per mo, 18 months)			36											36	
		Basic	c. Develop PMIS (Initial development plus maintenance)			10	10							120	112		252	
		Basic	d. Cash Flow Analysis			18	36										54	
		Basic	e. Program Level Progress Reports			2	2								16	40	60	
		Basic	f. Update Program Level Progress Reports (18 months)			18	54						18				90	
		Basic	g. Update Scope, Schedule, and Budget for FY 23		1	2	8										11	
		Basic	3. Project Controls															
		Basic	a. Monthly Program Schedule Update (18 months)			18	36										54	
		Basic	b. Document Control			18	18						36		36		108	
		Basic	c. Budget Development and Maintenance		4	4	26										34	
		Basic	4. Project Execution Process Tracking															
		Basic	a. Analyze Project Progress			18	36										54	
		Basic	5. Meeting Support															
		Basic	a. Recurring Program Team Meetings (Bi-Weekly, 36 meetings, 1 hr per meeting)(Assume three quarter virtual)			72	36	36	36	36	36	36	36	36			324	
		Basic	b. Recurring Program Management Meetings (Monthly, 18 meetings, 2 hr per meeting) (Assume three quarter virtual)			72	36	36	36	36	36	36	36	36			324	
		Basic	c. Periodic/Special Meetings (12 meetings, 1 hr per meeting)(Assume virtual, no mileage)			12	12	12	12	12	12	12	12				96	
		Basic	d. Prepare Agenda/Minutes (66 meetings)			33	33	33	33	33	33	33	66				297	
		Basic	e. Action Item Follow Up (66 meetings, 0.5 hr per meeting)			33	33	33	33	33	33	33	33				264	
		Basic	6. Project Status Tracking and Reporting															
		Basic	a. Develop Standard Project Reporting Format			2	4										6	
		Basic	b. Develop Monthly Design Consultant Invoice			4	8										12	
		Basic	c. Develop Naming Nomenclature for Bond Projects			2	2										4	
		Basic	d. Prepare Progress Reports (2 hr per month per project, 12 months)			12	48	72	72	48	24	48	12				336	
		Basic	e. Recovery Plans (1 hr per month per project, SH 45 not included, 12 months)			12	24	24	36	24	12	24	12				168	
		Basic	7. Contract Documents															
		Basic	a. Manage Consultant PSA and PSSA (Assume 4 hr per project, SH 45 not included)			12	8	8	12	8	4	8	12				72	
		Basic	b. Review and Provide Recommendations to Const. Contract Docs.			2	2		4					4			12	
		Basic	B. Design Management and Oversight															
		Basic	1. Design Consultant Selection															
		Basic	a. Prepare RFQ and Administer Selection Process (3 RFQs)			48	72						24				144	
		Basic	b. Assist with Contract Negotiations and Prepare Council Items (40 hr per project, SH 45 and ongoing not included)			39	80	80	120	80		40	26				465	
		Basic	c. Provide Administrative Contract Support (4 hr per project, SH 45 and ongoing not included)			13	34	8	12	8		4	13				92	
		Basic	d. Kick-Off Meetings (4 hr per project)			26	8	12	12	8	4	8					78	
		Basic	2. Review Pay Requests and Contract Amendments (2 hr per project per month, SH 45 not included, 12 months)			12	48	48	72	48	24	48	12				312	
		Basic	3. Design Consultant Schedule Monitoring (1 hr per project per month, SH 45 not included, 12 months)			12	24	24	36	24	12	24					156	
		Basic	4. Action Items/Decision Log (2 hrs per project per month, 12 months)			12	48	72	72	48	24	48					324	
		Basic	5. Attend Monthly Design Progress Meetings (2 per project per month for 12 months)			24	48	72	72	48	24	48	24				360	
		Basic	6. Regulatory and Stakeholder Approval Tracking (2 hr per project per month, 12 months)			12	48	72	72	48	24	48					324	
		Basic	7. Review Design Consultant Submittals (30,60,90) (4 hr per submittal per project)			12	20	28	44	20	12	16					152	
		Basic	8. Constructability Reviews (60,90) (4 hr per review)											92			92	
		Basic	C. Bid or Negotiation Phase															
		Basic	1. Coordinate Notice to Bidders (2 hr per project)				6	2	10	2	2						22	
		Basic	2. Coordinate and Attend Pre-Bid Conference (4 hr per project)				12	4	20	4	4						44	
		Basic	3. Coordinate Bid Tabulation and Recommendation of Award (2 hr per project)				6	2	10	2	2						22	
		Basic	4. Prepare Council Award Items (4 hr per project)				12	4	20	4	4						44	
		Basic	5. Prepare Notice of Award (1 hr per project)				3	1	5	1	1						11	
		Basic	6. Coordinate Issued for Construction Plans and Specs. (1 hr per project)				3	1	5	1	1						11	
		Basic	D. Right-of-Way Management See sub-consultant proposal)				36	36									72	
		Basic	E. Utility Coordination (See sub-consultant proposal)				36	36									72	
		Basic	F. Public Involvement Support															
		Basic	1. Coordinate with PIO for Public Meetings (4 hr per project)				12	8	12	12	8	4	8	12			76	
		Basic	2. Coordinate with PIO for Website Updates (4 hr per project)				12	8	12	12	8	4	8	12			76	
		Basic	3. Coordinate with PIO for Ground-breaking and Ribbon Cutting Events (4 hr per project)				12	8	12	12	8	4	8	12			76	
		Basic	4. Coordinate with PIO for Social Media Support (4 hr per project)				12	8	12	12	8	4	8	12			76	
		Basic	5. Coordinate with PIO for Media Relations Support (4 hr per project)				12	8	12	12	8	4	8	12			76	
		Basic	6. Prepare Project Information for PIO (4 hr per project)				12	8	12	12	8	4	8	12			76	
		Special	A. Construction Phase General Representation (Not included this fee)															
		Special	B. Construction Phase Resident Project Representation (Not included this fee)															
		Special	C. Material Testing Services (Not included this fee)															
		Special	D. Drone and Remote Sensing Services (Not included this fee)															
		Special	E. GIS Web Map Tool Services (Not included this fee)															
Total Hours / Quantity				20	56	862	1,078	760	932	628	356	566	446	96	174	188	6,162	
Total Effort				\$ 4,800	\$ 13,440	\$ 206,880	\$ 191,884	\$ 182,400	\$ 194,788	\$ 111,784	\$ 55,536	\$ 100,748	\$ 61,102	\$ 23,040	\$ 41,760	\$ 27,824	\$ 1,215,986	

**City of Pflugerville
2020 Transportation Bond Program GEC
3/18/2021
Detailed Cost Breakdown**

Tasks			Expenses				Subconsultants			Total		
Phase	Task	Basic or Special	Task Description	Tech Charge	Miles	Meals	Other	Total Expense Effort	The Rios Group	7Arrows	Total Sub Effort	Total Effort
		Basic	Project Management				9000	\$ 9,900			\$ -	\$ 9,900
		Basic	Internal kickoff meeting	22				\$ 187			\$ -	\$ 4,659
		Basic	Maintain and monitor scope / schedule / budget	18				\$ 153			\$ -	\$ 4,473
		Basic	One Page Reports / Periodic client communications	18				\$ 153			\$ -	\$ 4,473
		Basic	Corporate Support (Scheduler)	54				\$ 459			\$ -	\$ 10,107
		Basic	Corporate Support (Operations Analyst)	18				\$ 153			\$ -	\$ 4,473
		Basic	Quality Management					\$ -			\$ -	\$ -
		Basic	Develop quality management plan	10				\$ 85			\$ -	\$ 2,237
		Basic	Senior Advisor (2 hr per month)	36				\$ 306			\$ -	\$ 8,946
		Basic	Quality Control reviews	16				\$ 136			\$ -	\$ 3,976
		Basic	Quality Assurance reviews	24				\$ 204			\$ -	\$ 5,964
		Basic	A. Program Management Support					\$ -			\$ -	\$ -
		Basic	1. Develop CIP Organizational Chart	7				\$ 60			\$ -	\$ 1,492
		Basic	2. Program Level Planning and Reporting					\$ -			\$ -	\$ -
		Basic	a. Develop Preliminary Program Schedule and Budget	18				\$ 153			\$ -	\$ 3,747
		Basic	b. Project Mgmt. and Tech. Resource Assignment (2 hr per mo, 18 months)	36				\$ 306			\$ -	\$ 8,946
		Basic	c. Develop PMIS (Initial development plus maintenance)	252				\$ 2,142			\$ -	\$ 51,698
		Basic	d. Cash Flow Analysis	54				\$ 459			\$ -	\$ 11,187
		Basic	e. Program Level Progress Reports	60				\$ 510			\$ -	\$ 11,106
		Basic	f. Update Program Level Progress Reports (18 months)	90				\$ 765			\$ -	\$ 17,163
		Basic	g. Update Scope, Schedule, and Budget for FY 23	11				\$ 94			\$ -	\$ 2,238
		Basic	3. Project Controls					\$ -			\$ -	\$ -
		Basic	a. Monthly Program Schedule Update (18 months)	54				\$ 459			\$ -	\$ 11,187
		Basic	b. Document Control	108				\$ 918			\$ -	\$ 22,014
		Basic	c. Budget Development and Maintenance	34				\$ 289			\$ -	\$ 6,837
		Basic	4. Project Execution Process Tracking					\$ -			\$ -	\$ -
		Basic	a. Analyze Project Progress	54				\$ 459			\$ -	\$ 11,187
		Basic	5. Meeting Support					\$ -			\$ -	\$ -
		Basic	a. Recurring Program Team Meetings (Bi-Weekly, 36 meetings, 1 hr per meeting)(Assume three quarter virtual)	324	2,280	1,200		\$ 5,351			\$ -	\$ 68,567
		Basic	b. Recurring Program Management Meetings (Monthly, 18 meetings, 2 hr per meeting) (Assume three quarter virtual)	324	1,140			\$ 3,392			\$ -	\$ 66,608
		Basic	c. Periodic/Special Meetings (12 meetings, 1 hr per meeting)(Assume virtual, no mileage)	96				\$ 816			\$ -	\$ 19,008
		Basic	d. Prepare Agenda/Minutes (66 meetings)	297				\$ 2,525			\$ -	\$ 57,074
		Basic	e. Action Item Follow Up (66 meetings, 0.5 hr per meeting)	264				\$ 2,244			\$ -	\$ 52,272
		Basic	6. Project Status Tracking and Reporting					\$ -			\$ -	\$ -
		Basic	a. Develop Standard Project Reporting Format	6				\$ 51			\$ -	\$ 1,243
		Basic	b. Develop Monthly Design Consultant Invoice	12				\$ 102			\$ -	\$ 2,486
		Basic	c. Develop Naming Nomenclature for Bond Projects	4				\$ 34			\$ -	\$ 870
		Basic	d. Prepare Progress Reports (2 hr per month per project, 12 months)	336				\$ 2,856			\$ -	\$ 69,084
		Basic	e. Recovery Plans (1 hr per month per project, SH 45 not included, 12 months)	168				\$ 1,428			\$ -	\$ 33,924
		Basic	7. Contract Documents					\$ -			\$ -	\$ -
		Basic	a. Manage Consultant PSA and PSSA (Assume 4 hr per project, SH 45 not included)	72				\$ 612			\$ -	\$ 14,460
		Basic	b. Review and Provide Recommendations to Const. Contract Docs.	12				\$ 102			\$ -	\$ 2,734
		Basic	B. Design Management and Oversight					\$ -			\$ -	\$ -
		Basic	1. Design Consultant Selection					\$ -			\$ -	\$ -
		Basic	a. Prepare RFQ and Administer Selection Process (3 RFQs)	144				\$ 1,224			\$ -	\$ 28,848
		Basic	b. Assist with Contract Negotiations and Prepare Council Items (40 hr per project, SH 45 and ongoing not included)	465				\$ 3,953			\$ -	\$ 96,755
		Basic	c. Provide Administrative Contract Support (4 hr per project, SH 45 and ongoing not included)	92				\$ 782			\$ -	\$ 18,299
		Basic	d. Kick-Off Meetings (4 hr per project)	78				\$ 663			\$ -	\$ 17,187
		Basic	2. Review Pay Requests and Contract Amendments (2 hr per project per month, SH 45 not included, 12 months)	312				\$ 2,652			\$ -	\$ 63,120
		Basic	3. Design Consultant Schedule Monitoring (1 hr per project per month, SH 45 not included, 12 months)	156				\$ 1,326			\$ -	\$ 32,178
		Basic	4. Action Items/Decision Log (2 hrs per project per month, 12 months)	324				\$ 2,754			\$ -	\$ 67,338
		Basic	5. Attend Monthly Design Progress Meetings (2 per project per month for 12 months)	360				\$ 3,060			\$ -	\$ 73,812
		Basic	6. Regulatory and Stakeholder Approval Tracking (2 hr per project per month, 12 months)	324				\$ 2,754			\$ -	\$ 67,338
		Basic	7. Review Design Consultant Submittals (30,60,90) (4 hr per submittal per project)	152				\$ 1,292			\$ -	\$ 31,928
		Basic	8. Constructability Reviews (60,90) (4 hr per review)	92				\$ 782			\$ -	\$ 22,862
		Basic	C. Bid or Negotiation Phase					\$ -			\$ -	\$ -
		Basic	1. Coordinate Notice to Bidders (2 hr per project)	22				\$ 187			\$ -	\$ 4,493
		Basic	2. Coordinate and Attend Pre-Bid Conference (4 hr per project)	44				\$ 374			\$ -	\$ 8,986
		Basic	3. Coordinate Bid Tabulation and Recommendation of Award (2 hr per project)	22				\$ 187			\$ -	\$ 4,493
		Basic	4. Prepare Council Award Items (4 hr per project)	44				\$ 374			\$ -	\$ 8,986
		Basic	5. Prepare Notice of Award (1 hr per project)	11				\$ 94			\$ -	\$ 2,247
		Basic	6. Coordinate issued for Construction Plans and Specs. (1 hr per project)	11				\$ 94			\$ -	\$ 2,247
		Basic	D. Right-of-Way Management See sub-consultant proposal)	72				\$ 612		120,000	\$ 126,000	\$ 141,660
		Basic	E. Utility Coordination (See sub-consultant proposal)	72				\$ 612	159,120		\$ 167,076	\$ 182,736
		Basic	F. Public Involvement Support					\$ -			\$ -	\$ -
		Basic	1. Coordinate with PIO for Public Meetings (4 hr per project)	76				\$ 646			\$ -	\$ 15,454
		Basic	2. Coordinate with PIO for Website Updates (4 hr per project)	76				\$ 646			\$ -	\$ 15,454
		Basic	3. Coordinate with PIO for Ground-breaking and Ribbon Cutting Events (4 hr per project)	76				\$ 646			\$ -	\$ 15,454
		Basic	4. Coordinate with PIO for Social Media Support (4 hr per project)	76				\$ 646			\$ -	\$ 15,454
		Basic	5. Coordinate with PIO for Media Relations Support (4 hr per project)	76				\$ 646			\$ -	\$ 15,454
		Basic	6. Prepare Project information for PIO (4 hr per project)	76				\$ 646			\$ -	\$ 15,454
		Special	A. Construction Phase General Representation (Not included this fee)					\$ -			\$ -	\$ -
		Special	B. Construction Phase Resident Project Representation (Not included this fee)					\$ -			\$ -	\$ -
		Special	C. Material Testing Services (Not included this fee)					\$ -			\$ -	\$ -
		Special	D. Drone and Remote Sensing Services (Not included this fee)					\$ -			\$ -	\$ -
		Special	E. GIS Web Map Tool Services (Not included this fee)					\$ -			\$ -	\$ -
Total Hours / Quantity				6,162	3,420	1,200	9,000		\$ 159,120	\$ 120,000		
Total Effort				\$ 52,377	\$ 1,915	\$ 1,320	\$ 9,900	\$ 65,512	\$ 167,076	\$ 126,000	\$ 293,076	\$ 1,574,574

COMPENSATION

ATTACHMENT CO

Compensation to FNI for Basic Services in Exhibit A shall be computed on the basis of the following Schedule of Charges, but shall not exceed One Million Five Hundred Seventy Four Thousand Five Hundred Seventy Four Dollars (\$1,574,574).

If FNI sees the Scope of Services changing so that Additional Services are needed, including but not limited to those services described as Additional Services in Exhibit A, FNI will notify OWNER for OWNER's approval before proceeding. Additional Services shall be computed based on the following Schedule of Charges.

<u>Position</u>	<u>Hourly Rate</u>
Professional 1	113
Professional 2	137
Professional 3	156
Professional 4	178
Professional 5	209
Professional 6	240
Construction Manager 1	91
Construction Manager 2	117
Construction Manager 3	138
Construction Manager 4	173
CAD Technician/Designer 1	96
CAD Technician/Designer 2	126
CAD Technician/Designer 3	153
Corporate Project Support 1	92
Corporate Project Support 2	111
Corporate Project Support 3	148
Intern / Coop	57
Senior Advisor	175

Rates for In-House Services and Equipment

<u>Mileage</u>	<u>Bulk Printing and Reproduction</u>		<u>Equipment</u>	
Standard IRS Rates		<u>B&W</u>	<u>Color</u>	Valve Crew Vehicle (hour) \$75
	Small Format (per copy)	\$0.10	\$0.25	Pressure Data Logger (each) \$200
<u>Technology Charge</u>	Large Format (per sq. ft.)			Water Quality Meter (per day) \$100
\$8.50 per hour	Bond	\$0.25	\$0.75	Microscope (each) \$150
	Glossy / Mylar	\$0.75	\$1.25	Pressure Recorder (per day) \$100
	Vinyl / Adhesive	\$1.50	\$2.00	Ultrasonic Thickness Gauge (per day) \$275
				Coating Inspection Kit (per day) \$275
	Mounting (per sq. ft.)	\$2.00		Flushing / Cfactor (each) \$500
	Binding (per binding)	\$0.25		Backpack Electrofisher (each) \$1,000
				<u>Survey Grade</u> <u>Standard</u>
				Drone (per day) \$200 \$100
				GPS (per day) \$150 \$50

OTHER DIRECT EXPENSES:

Other direct expenses are reimbursed at actual cost times a multiplier of 1.10. They include outside printing and reproduction expense, communication expense, travel, transportation and subsistence away from the FNI office. For other miscellaneous expenses directly related to the work, including costs of laboratory analysis, test, and other work required to be done by independent persons other than staff members, these services will be billed at a cost times a multiplier of 1.05. For Resident Representative services performed by non-FNI employees and CAD services performed In-house by non-FNI employees where FNI provides workspace and equipment to perform such services, these services will be billed at cost times a multiplier of 2.0. This markup approximates the cost to FNI if an FNI employee was performing the same or similar services.

City of Pflugerville
Scope of Work – Right of Way Management

- C. RIGHT-OF-WAY (ROW) MANAGEMENT: FNI shall provide professional services as follows:
1. Develop and manage acquisition tracking/status spreadsheet for all projects requiring easements to ensure rights-of-way (ROW) are acquired to keep projects on schedule.
 2. Meet with City’s selected ROW consultants, as assigned, design consultants, and City staff/legal bi-weekly or as required based on individual project needs.
 3. Review funding requirements/processes for land acquired on projects with outside funds.
 4. Advise ROW acquisition teams on negotiation strategies, monitor Senate Bill 18 requirements, and receipt of executed/recorded easement documents/title policies.
 5. Review files wherein eminent domain will be exercised before submission to City staff/legal.
 6. Develop a standard process for ROW consultants for bi-weekly/monthly/quarterly reporting.
 7. Determine Reporting format for ROW Acquisitions data monthly/quarterly reports to City Council.

Level of Effort: Up to 15 hours per week x 52 weeks

Schedule: Land Acquisition Management – April 2021 to April 2022
(12months) *

Estimated Cost: 800 hours x \$150.00 = \$120,000.00

* Can adjust timeline as needed since contract is time and materials.

Submitted by:
7Arrows Land Staff, LLC

Accepted by:
Freese & Nichols, Inc.

Nicole Costanza

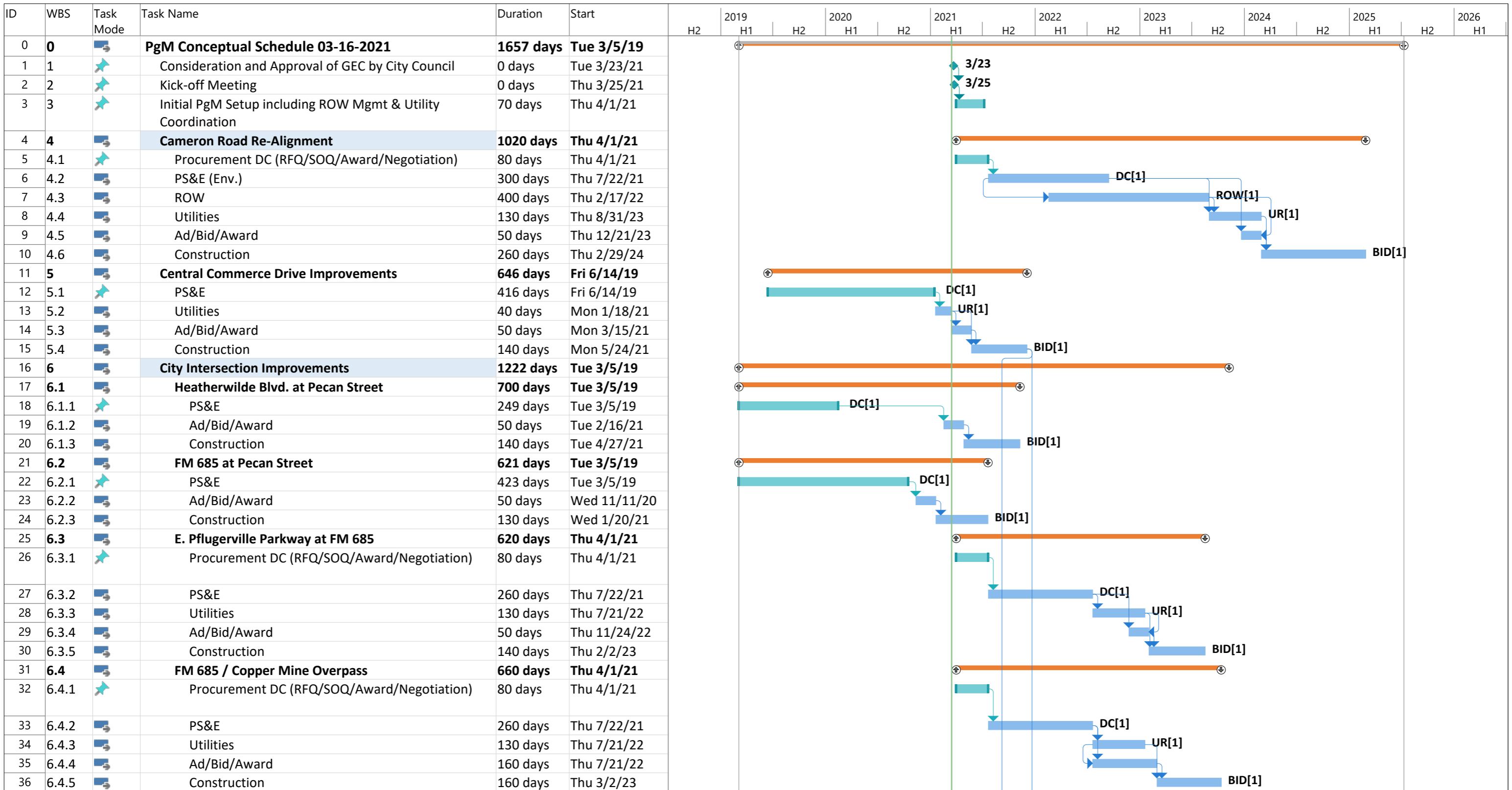
Date: March 17, 2021

Date:

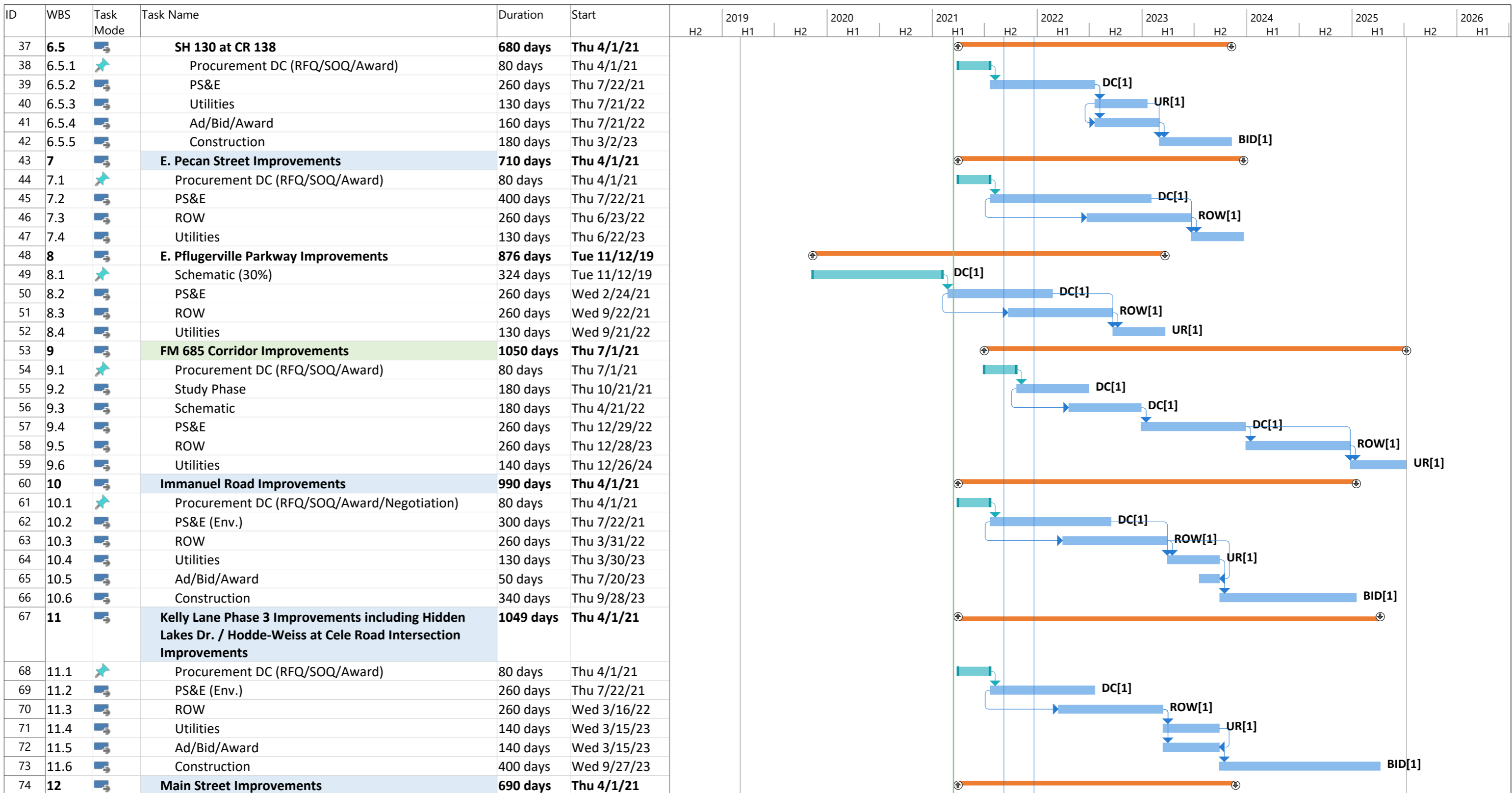
Roadway: Pflugerville Utility Coordination GEC - Bond Program
 County: Travis
 Prime Provider: Freese & Nichols, Inc.
 Sub Provider: The Rios Group, Inc.

BASIS SERVICES		\$ 210.00	\$ 105.00	\$ 90.00	\$ 65.00	\$ 160.00	\$ 120.00		
Task #	Task Descriptions	Project Manager	Assistant Project Manager/EIT	Senior CADD Operator	Admin / Clerical	Senior Utility Coordinator	Utility Coordinator	Total Hours	Total Cost
UTILITY COORDINATION									
Project Management and Coordination									
E 1.a.	Program and Monthly Coordination meetings with the City	12	8		20	60	20	120	\$ 16,660.00
E 1.b.	Coordination and Meetings with Each Project Team		12	20		180	60	272	\$ 39,060.00
E 1.c.	Conduct formal meetings with Utility Owners individually and Groups			24	20	80	40	164	\$ 21,060.00
E 1.d.	Distribute meeting minutes and attendee documentation				8	40	12	60	\$ 8,360.00
E 1.e.	Assemble and maintain all records and files related to the project					40	8	48	\$ 7,360.00
E 1.f.	Provide regular status reports for each associated program project				8	80	24	112	\$ 16,200.00
E 1.g.	Work with Utility Owners to provide cost estimates expected to be City responsibility			8		48	16	72	\$ 10,320.00
Utility Coordination Oversight									
E 2.a.	Communication with the City and other outside entities	8		20		90	40	158	\$ 22,680.00
E 2.b.	Assist with Permit approvals for program projects - Oversight					32	12	44	\$ 6,560.00
E 2.c.	Standard Agreements - UC to work with the City's legal team to develop relocation agreements	6				60		66	\$ 10,860.00
Totals		20	20	72	56	650	232	1050	\$ 159,120.00

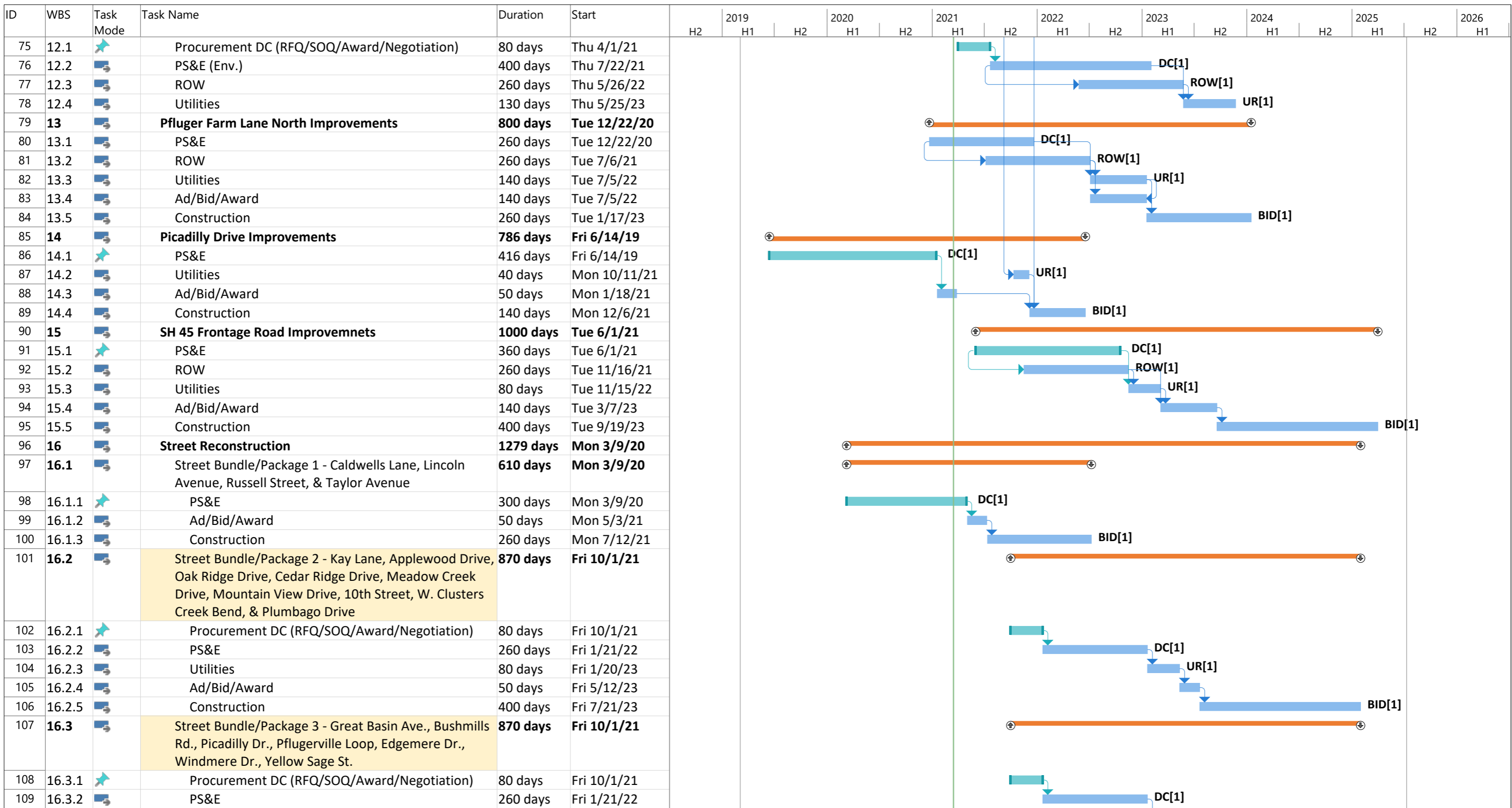
Exhibit C



Project: PgM Conceptual Schedule Date: Tue 3/16/21	Task		Project Summary		Manual Task		Start-only		Deadline	
	Split		Inactive Task		Duration-only		Finish-only		Progress	
	Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
	Summary		Inactive Summary		Manual Summary		External Milestone			



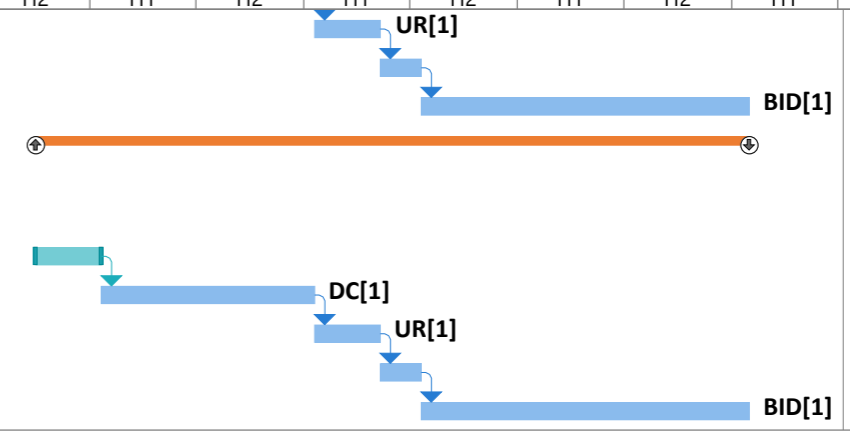
Project: PgM Conceptual Schedule Date: Tue 3/16/21	Task		Project Summary		Manual Task		Start-only		Deadline	
	Split		Inactive Task		Duration-only		Finish-only		Progress	
	Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
	Summary		Inactive Summary		Manual Summary		External Milestone			



Project: PgM Conceptual Schedule
Date: Tue 3/16/21

Task		Project Summary		Manual Task		Start-only		Deadline	
Split		Inactive Task		Duration-only		Finish-only		Progress	
Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
Summary		Inactive Summary		Manual Summary		External Milestone			

ID	WBS	Task Mode	Task Name	Duration	Start	2019		2020		2021		2022		2023		2024		2025		2026	
						H2	H1	H2	H1	H2	H1	H2	H1	H2	H1	H2	H1	H2	H1	H2	
110	16.3.3		Utilities	80 days	Fri 1/20/23																
111	16.3.4		Ad/Bid/Award	50 days	Fri 5/12/23																
112	16.3.5		Construction	400 days	Fri 7/21/23																
113	16.4		Street Bundle/Package 4 - Grand National Ave., Rowe Loop, Sullivan St., Dalshank St., Algreg St., Mashburn St., Option Ave., Diablo Dr.	870 days	Fri 10/1/21																
114	16.4.1		Procurement DC (RFQ/SOQ/Award/Negotiation)	80 days	Fri 10/1/21																
115	16.4.2		PS&E	260 days	Fri 1/21/22																
116	16.4.3		Utilities	80 days	Fri 1/20/23																
117	16.4.4		Ad/Bid/Award	50 days	Fri 5/12/23																
118	16.4.5		Construction	400 days	Fri 7/21/23																



Project: PgM Conceptual Schedule Date: Tue 3/16/21	Task		Project Summary		Manual Task		Start-only		Deadline	
	Split		Inactive Task		Duration-only		Finish-only		Progress	
	Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
	Summary		Inactive Summary		Manual Summary		External Milestone			