

**PROFESSIONAL SERVICES AGREEMENT
FOR
DRAINAGE MASTER PLAN AND DRAINAGE UTILITY FEE STUDY**

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 **Halff Associates, Inc.** (“Consultant”), both of which may be referred to herein singularly as “Party” or collectively as the “Parties.”

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

I. DEFINITIONS

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

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

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

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

II. TERM

2.1 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 1** 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 two hundred forty-seven thousand two hundred and fifteen dollars (\$247,215.00) as total compensation, to be paid to Consultant as further detailed in *Exhibit 1*.

4.2 No additional fees or expenses of Consultant shall be charged by Consultant nor be payable by City. The parties hereby agree that all compensable expenses of Consultant have been provided for in the total payment to Consultant as specified in section 4.1 above. Total payments to Consultant cannot exceed that amount set forth in section 4.1 above, without prior approval and agreement of all parties, evidenced in writing and approved by the 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: Halff Associates, Inc.
Attn: Paul Morales, PE, CFM, CPESC
9500 Amberglen Blvd., Bldg. F, Ste. 125
Austin, Texas 78729

IX. INSURANCE

9.1 Prior to the commencement of any work under this Agreement, Consultant shall furnish copies of all required endorsements and an original completed Certificate(s) of Insurance to the City, which shall be clearly labeled “*City of Pflugerville – Drainage Master Plan*” 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 General (Public) Liability to include coverage for:	1,000,000 per occurrence, 2,000,000 general aggregate	City to be listed as additional insured and provide 30 days' notice of cancellation or material change in coverage
Premises/Operations	Or	
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: NewGen Strategies. 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**

HALFF ASSOCIATES, INC.

(Signature)



(Signature)

Printed Name: Sereniah Breland

Printed Name: Cindy Engelhardt, PE, CFM

Title: City Manager

Title: Director of Water
Resources - Austin

Date: _____

Date: 9/16/2020

APPROVED AS TO FORM:



Charles E. Zech

City Attorney

DENTON NAVARRO ROCHA BERNAL & ZECH, P.C.



EXHIBIT 1

CITY OF PFLUGERVILLE COMPREHENSIVE DRAINAGE MASTER PLAN AND DRAINAGE UTILITY FEE STUDY SCOPE OF WORK

September 11, 2020

Revised September 16, 2020

Project Introduction

The goal for the Comprehensive Drainage Master Plan is to address critical drainage problems, provide an effective tool to manage future development and produce a list of capital improvement projects for implementation to address drainage issues. In addition, the Drainage Utility Fee Study to be developed in support as a funding mechanism for implementation of the CIP projects as noted in the Drainage Master Plan as well provide funding for maintenance of storm drains and waterways. The study will determine the need for a Drainage Utility Fee and if warranted the amount of the fee.

To more effectively plan drainage improvements aimed at minimizing local flooding concerns, the City is taking a proactive approach. As such, the City has asked Halff Associates, Inc. (Halff) to prepare a Comprehensive Drainage Master Plan that will extend to the City limits and the Extra-Territorial Jurisdiction (ETJ). The services and products resulting from the study shall be referred to as the ***City of Pflugerville Drainage Master Plan (DMP) and Drainage Utility Fee Study Report.***

Background

Pflugerville is a home-rule city with an incorporated 2019 (2020) population of approximately 68,301 (71,347). The City encompasses approximately 25.57 square miles and is in the Austin metropolitan area in Northeast Travis County. Pflugerville is experiencing rapid growth, adding approximately 900 residents a year over the last five years. This growth is a combination of residential and commercial development, which has resulted in a significant increase in drainage infrastructure that the City operates and maintains. Residents within the City enjoy great schools, great parks, excellent public safety, recreational trails and facilities, access to entertainment as well enjoy Pfun activities and events.

Since 2000, Pflugerville has been among other cities as fastest growing in the state of Texas largely attributed to its proximity to Austin and proximity to Interstate 35, State Highway 45 and State Highway 130 corridors. Pflugerville also experienced significant flooding result of the Halloween flooding 2013 and 2015, as well the Memorial Day flooding in 2015. There were a number of structures flooded throughout the City in varying degrees. Several major roads and other infrastructure were also flooded.

Project Purpose

The purpose and goal of the DMP is to develop a comprehensive evaluation of the existing drainage conditions throughout the City by developing an accurate and current understanding of the drainage



infrastructure. This understanding will include a comprehensive inventory of existing data, accurate simulation using best available data, flooding problem area identification, and conceptual flood mitigation solutions. Riverine analysis will include Gilleland Creek and Wilbarger Creek watersheds. This Drainage Master Plan will ensure both riverine as well as local flood problem areas are addressed. The flood problem areas will be identified using City staff and community input. Flood mitigation solutions will be developed to create a drainage Capital Improvement Project (CIP) plan that will be prioritized using a scoring matrix. Using the drainage CIP projects, Halff and NewGen Strategies will conduct a drainage utility rate study for the City to implement a Drainage Utility Fee to assist in funding drainage CIP projects and maintenance.

Project Scope

Task 1: Project Management and Coordination

Halff project management activities shall include task leadership and direction, telephone and written communication, project status reports, project progress meetings, project invoicing, and personnel and data management among other general project management activities. Specific meetings beyond staff management coordination and regular communication include the following:

a. Project Meetings

- i. Attend one (1) project kickoff meeting with staff from the City. The meeting will be coordinated by the Halff Project Manager and is intended to discuss key items such as project schedule, budget, and any specific directives. Halff will provide a preliminary schedule of tasks.
- ii. Attend up to five (5) progress meetings over the course of the project schedule, to discuss specific tasks such as data collection and inventory, model evaluation, field verification, ranking criteria, etc.
- iii. Attend one (1) City Council meeting to provide an overview of the project.
- iv. Meeting minutes shall be submitted to the City Project Manager within five (5) working days after each meeting.

b. Administration

- i. Monthly project status reports shall be provided to the City with the monthly invoice. Progress may include notes regarding work completed in the preceding billing cycle, work expected to be completed in the next cycle, and any outstanding questions or issues for discussion.

Task 2: Obtain and Review Local Data

Data collection and model inventory tasks will generally include gathering, organizing, and reviewing of all data provided, both hard copy and digital format. Data shall be provided by the City, as well as from other sources such as Travis County, FEMA, and other consultants, if necessary. Data review tasks will generally include assessment of models, reports, record drawings, and GIS information to determine the impact of each on the larger study. Specific tasks relating to data collection include the following:

a. GIS Data

- i. Data requests will be directed to the City with additional requests made to outside entities, if necessary.
- ii. Halff will collect and catalogue relevant GIS data including, but not limited to, storm drain network, terrain (LiDAR) data, land use/zoning, FEMA (both mapping and loss data), planimetrics, political boundaries, development and subdivisions, detention pond locations, utility information, parcel information, etc.
- iii. All GIS data gathered will be organized in Geodatabase format for use during the DMP process and will be provided to the City.

b. Hydrologic and Hydraulic Models

- i. Hydrologic and hydraulic (H&H) models prepared as part of the Bastrop County Flood Protection Planning (FPP) study, currently being prepared by Halff, for Wilbarger Creek, will be utilized. Halff will also utilize its study of Gilleland Creek Modeling and Mapping Study prepared for the City of Austin. These hydraulic models will be leveraged and utilized to ensure riverine flood mitigation solutions within the DMP area do not adversely impact adjacent properties.
- ii. Additional local models developed within the project boundary will also be requested by Halff. These may include models developed for regional detention pond projects, channel improvement projects, large scale developments, etc. A cursory review of the models will be performed to determine relevance and can be considered the best available data.
- iii. Halff will consider the drainage patterns and determine if the modeling tools utilized are appropriate or if other tools, including Unsteady 1D or 2D hydraulic modeling are recommended for complex local drainage problem areas.

c. Local Drainage Reports and Record Drawings

- i. Drainage reports developed for major development projects or capital projects, including detention, channel improvement, and storm sewer improvement, will be requested from the City.
- ii. Record or “As-Built” drawings will be requested from the City for improvements including, but not limited to, creek improvements, detention ponds, storm drainage networks, major developments, and subdivisions.
- iii. Conduct an evaluation of the LOMRs, CLOMRs, and drainage reports for regional detention, channel improvements or major developments. A cursory assessment of other drainage reports provided by the City will be conducted to determine if the information provided affects the larger study.

d. Master Plan and CIP Plan Review

- i. Review the current City master plans including:
 - a. Comprehensive Plan
 - b. Transportation Master Plan
 - c. Parks and Recreation Master Plan
 - d. Gilleland Creek Implementation Plan for Water Quality
- ii. Records of local drainage complaints received by City staff.

Task 3: Drainage Problem Identification

Halff will compile a list of drainage problem area “hot spots” identified based on the data collected in the previous task and City staff input. Flood and drainage issues will be identified using the best available existing information, local and riverine drainage complaints, and City known areas of flooding. The following sub-tasks to be conducted for this task include the following.

a. Prepare Hydrologic and Hydraulic Models

- i. Utilize existing riverine H&H models for the 2-, 10-, 25-, 50-, 100-, and 500-year storm events. Gilleland Creek is modeled using USGS rainfall and will be updated with Atlas 14 rainfall up to the 100-year storm event. Current development in the watershed that impacts the riverine analysis will be incorporated. Wilbarger Creek is currently being studied using Atlas 14 rainfall. This riverine analysis of the studied streams within the City limits and City ETJ will be used as boundary conditions for the 2D hydraulic analysis.
- ii. Perform high level, rain-on-mesh 2D hydraulic analysis rapid assessment to determine local “hot spot” locations in the urban core of the city based on the 25- and 100-year return events with a 24-hour storm utilizing Atlas 14 rainfall. This analysis will focus on overland flow and will not include detailed modeling of initial conditions or peak water surface elevations. The rapid assessment will identify local overland flooding areas and will not include storm drain pipes or systems, culverts, or other drainage infrastructure and is intended primarily to identify low lying areas with a probability of flooding based on existing watershed conditions.
- iii. Utilize best available studies and modify hydrologic and hydraulic parameters as necessary to assess drainage issues.

b. Identify Drainage Problems

Halff will identify local (2D rapid assessment) and riverine (H&H models) drainage problems by reviewing the rapid assessment and H&H models and information based on City and community input. The identified drainage problems may include:

- i. Local flooding
 - a. Street flooding
 - b. Subdivision (lot) flooding
- ii. Riverine flooding
 - a. Road overtopping
 - b. Building flooding
- iii. Stream erosion
 - a. Roads threatened
 - b. Buildings threatened
 - c. Utility infrastructure threatened

Task 4: Develop Drainage Solutions

a. Flood Mitigation Solutions

Halff will conduct an H&H analysis of the identified drainage problem areas. Halff will utilize the models to develop conceptual level proposed riverine flood mitigation solutions. To develop local flood mitigation solutions, Halff will utilize standard rational method to determine flows and Manning's equations to compute pipe and ditch conveyance. If necessary, updates may include the use of more advanced modeling techniques such as Unsteady 1D and 2D modeling for complex drainage areas. **Conceptual drainage mitigation solutions will be limited to 11 identified drainage problem areas.** Flood protection measures may include the following structural and non-structural measures as independent or combination solutions:

- i. Structural Alternatives:
 - a. Storm drain system improvements
 - b. Road crossing improvements
 - c. Channel improvements
 - d. Detention and Retention Ponds
- ii. Non-Structural Alternatives:
 - a. Identify flood areas and depths
 - b. Require new buildings to be elevated
 - c. Buyout of buildings most prone to flooding
 - d. Hazard classification for low water crossings

The scope of work for each of the 11 drainage problem areas includes conceptual H&H modeling to identify one mitigation solution, probable cost of construction estimation, and development of a CIP project sheet. Detailed analysis, modeling, analysis of multiple alternatives, and site-specific City coordination in excess one coordination meeting is not included.

b. Ranking and Categorizing Projects

Using a systematic process, Halff will rank and categorize each evaluated drainage project. The projects may be classified as Large CIP (regional), Small CIP (local), and O&M (small projects) which will be defined with City staff input. When scoring is complete, Halff will provide a draft drainage matrix for solutions developed for City review. The draft solutions will include a one-page project summary that will include the project description, conceptual flood mitigation solution, and probable cost estimate. Benefit-Cost Analysis (BCA) will not be included since City does not anticipate Federal funding for project implementation.

c. CIP Prioritization

Halff will meet with City staff to review the project classifications and confirm objectives and assumptions for the CIP prioritization. The prioritization of the drainage CIP projects will likely be evaluated based on criteria that may include Public Safety, Structures Benefited, Economic Impact, Environmental Impact, and Project Timing among others. Each of the criteria developed will have a description and scoring values.

Task 5a: Initial Drainage Utility Fee Study

Halff and Newgen Strategies will conduct a rate study for the potential of a drainage utility fee which funds drainage and maintenance projects. This task is phased between the City's fiscal year 2020 and fiscal year 2022. Halff and NewGen Strategies will coordinate to determine what anticipated crews, equipment, and staff that will maintain and manage stormwater infrastructure for the City. The rate study will also include the need for funding of maintenance and drainage CIP projects. The evaluation of the fee analysis will be based on the drainage CIP projects developed in Task 4 of this proposal. Specific tasks for the Initial Drainage Utility Fee Study include the following:

- i. Conduct meeting with City staff to establish goals of the rate study.
- ii. Obtain and review GIS data available for rate study.
- iii. Review utility billing systems and conduct determinants analysis. This task includes hours for our financial and engineering experts to construct a billing dataset, including calculation of impervious area for the City's commercial customers via use of GIS data, and the establishment of the appropriate Equivalent Residential Unit basis from a statistically significant sampling of Residential properties.
- iv. Utilize the billing data and determinants analysis to develop the initial stormwater utility fee. To the extent that the billing basis lends itself to alternative fee development, the Project Team will consider up to three (3) alternative fee structures both within and between classes as well as the impact of potential discretionary exemptions from the fee.

Task 6: Prepare Drainage Master Plan

The DMP submittal will include the project deliverables; a detailed narrative discussing the data collection and inventory process, compilation of all the data collected and evaluated, updated digital information, including GIS, H&H models, photos, conceptual solutions, schematic renderings, and a prioritized drainage CIP plan associated probable cost estimates, and drainage utility rate study results. Specific tasks relating to the submittal preparation include the following:

a. Report Deliverable

- i. Prepare a detailed DMP report, including a narrative discussing the procedures and findings of each task, relevant figures and tables, a log of project decisions, conceptual drainage project solutions, probable cost estimate, prioritized drainage CIP plan, and drainage utility rate study. Copies of the digital information will be included on thumb drive with the report.

b. Digital Data Deliverable

- i. Prepare DMP digital database for submittal. The digital data will include the data used to support and develop the DMP deliverables such as a model inventory, report/plan inventory, field data collected (notes and photos), H&H models, basin delineations, land use, soils, hydraulic centerlines, cross-sections, stream floodplains (existing condition 25-yr and 100-year), and other relevant digital data.

Task 7: Quality Assurance/Quality Control

Each task will be subjected to internal QA/QC by an independent water resources engineer at Halff (typically by another office or team). Associated QC documentation will be provided upon request. Specific tasks relating to the QA/QC process include the following:

a. QA/QC Procedures

- i. The QA/QC program will include a multi-level approach to ensure that senior members review, comment, and approve the completed work. Quality control checklists shall be created for the data collection, model development, and final report elements of the work. Each checklist will include milestone reviews that describe the items to be reviewed and include documentation of the comments by the reviewer and responses from the design engineer. Deliverables to the City will be accompanied by a certification that they have been reviewed for quality.
- ii. The ENGINEER shall retain all work products generated and information gathered and used during the project including, but not limited to, base data and intermediate work products.

Deliverables

- Drainage Master Plan report to include key flood problem areas and flood mitigation solutions, probable cost estimate, prioritized CIP drainage projects, and funding opportunities
- Project summary sheet for each drainage CIP projects identified
- Drainage Utility Fee Study report summarizing findings, conclusions, and recommendations of the stormwater utility fee study
- Drainage Master Plan and Drainage Utility Fee Study digital data that will include models and supporting project information



Proposed Fee Schedule

The fees for Task 1 through 7, established above, shall be considered **Time and Materials not to exceed** fees unless otherwise noted. Our services will be invoiced monthly based on the percentage of work completed. Costs incurred will be carefully monitored during the progress of this project and the fees will not be exceeded without prior approval from the City. **An hourly rate schedule is included in Attachment A.**

Task 1: Project Management and Coordination	\$ 20,090
Task 2: Obtain and Review Local Data	\$ 12,500
Task 3: Drainage Problem Identification	\$ 80,200
Task 4: Develop Drainage Solutions	\$ 60,300
Task 5a: Initial Drainage Utility Rate Study	\$ 40,175
Task 6: Prepare Drainage Master Plan	\$ 20,625
Task 7: Quality Assurance / Quality Control.....	\$ 13,325

TOTAL ENGINEERING SERVICES

\$ 247,215

Proposed Project Schedule

Halff can commence work on this project within 4 weeks after notice-to-proceed (NTP) is received from the City of Pflugerville. Halff will complete the effort and submittal of deliverables within 14 months of NTP. A detailed project schedule outlining task effort and milestones will be developed when the project begins.

FISCAL YEAR 2022 ACTIVITIES

As noted above, the Drainage Utility Fee Study is phased between the City’s fiscal year 2020 and fiscal year 2022. The Task 5a, Initial Drainage Utility Fee Study, activities are incorporated into the fiscal year 2020 scope of work and associated budget as outlined above. The Final Drainage Utility Fee Study activities and associated budget will require authorization in the future.

Task 5b: Final Drainage Utility Fee Study - \$35,000 (anticipated study cost)

Halff and Newgen Strategies will advance the Initial Drainage Utility Fee Study to finalize the rate study for a drainage utility fee which funds drainage and maintenance projects. The utility rate study does not include drainage utility fee implementation into the City’s billing system. Specific anticipated tasks for the Final Drainage Utility Fee Study will include the following:

- i. Utilize drainage CIP projects and drainage maintenance needs developed in previous tasks to develop the financial forecast and estimate of the cost of service.

- ii. Prepare a comparison of the City's proposed stormwater utility fee to the other municipalities in the geographical area. In doing so, the Project Team will work with the City to identify specific entities which the City desires to be included in the analysis.
- iii. Develop an electronic copy of the draft report summarizing findings, conclusions, and recommendations of the stormwater utility fee study.
- iv. Provide a conceptual plan of the public awareness, education, and involvement process including groups that should be involved.

OPTIONAL SUPPLEMENTAL SERVICES:

The following services are excluded from this scope of work; however, following coordination with the City and identification of drainage problem areas, the following services may be added as supplemental services.

- Ground survey
- Field reconnaissance
- Right-of-entry
- Environmental permitting coordination
- Updates to the hydrologic or hydraulic riverine models in the Gilleland Creek watershed for the analysis of the 500-year storm event, updates to incorporate LOMRs, or updates to incorporate current LiDAR.
- Public outreach
- Assistance with grant funding opportunities
- Benefit-Cost Analysis (BCA) for drainage CIP projects
- FEMA coordination or submittals
- Billing system implementation of a Drainage Utility Fee

CITY OF PFLUGERVILLE - DRAINAGE MASTER PLAN

Fee Summary

Summary of Hours by Task

TASK	Project Manager	Professional Engineer III	Professional Engineer I	Engineer In Training (EIT)	QA/QC Manager	GIS	Admin	Total	Total	Material	Mileage	Subtotal	Total Prime	Subconsultants	TOTAL BUDGET
	\$250.00	\$175.00	\$130.00	\$115.00	\$175.00	\$95.00	\$90.00	Hours	Labor	Supplies	Travel	Other			
Task 1: Project Management and Coordination	55	0	35	0	0	0	16	106	\$19,740	\$80	\$270	\$350	\$20,090	\$0	\$20,090
1.a Project Meetings	40		35					75	\$14,550	\$80	\$270	\$350	\$14,900		\$14,900
1.b Administration	15						16	31	\$5,190	\$0	\$0	\$0	\$5,190		\$5,190
Task 2: Data Collection	4	2	35	45	0	15	0	101	\$12,500	\$0	\$0	\$0	\$12,500	\$0	\$12,500
2.a GIS Data				10		15		25	\$2,575	\$0	\$0	\$0	\$2,575		\$2,575
2.b Hydrologic and Hydraulic Models		2	10	15				27	\$3,375	\$0	\$0	\$0	\$3,375		\$3,375
2.c Drainage Report and Record Drawings			15	10				25	\$3,100	\$0	\$0	\$0	\$3,100		\$3,100
2.d Master Plan and CIP Plan Review	4		10	10				24	\$3,450	\$0	\$0	\$0	\$3,450		\$3,450
Task 3: Drainage Problem Identification	25	50	210	280	0	60	0	625	\$80,200	\$0	\$0	\$0	\$80,200	\$0	\$80,200
3.a Prepare Hydrologic and Hydraulic Models	10	30	110	240		30		420	\$52,500	\$0	\$0	\$0	\$52,500		\$52,500
3.b 2D rapid assessment	5	10	80	40		10		145	\$18,950	\$0	\$0	\$0	\$18,950		\$18,950
3.c Identify Drainage Problems	10	10	20	20		20		60	\$8,750	\$0	\$0	\$0	\$8,750		\$8,750
Task 4: Develop Drainage Solutions	20	105	145	130	0	15	0	435	\$60,300	\$0	\$0	\$0	\$60,300	\$0	\$60,300
4.a Flood Mitigation Solutions	10	70	120	130		15		365	\$48,425	\$0	\$0	\$0	\$48,425		\$48,425
4.b Ranking and Categorizing Projects		15	10					25	\$3,925	\$0	\$0	\$0	\$3,925		\$3,925
4.c CIP Prioritization	10	20	15					45	\$7,950	\$0	\$0	\$0	\$7,950		\$7,950
Task 5a: Initial Drainage Utility Fee Study	5		20	20		95		140	\$15,175	\$0	\$0	\$0	\$15,175	\$25,000	\$40,175
Task 6: Prepare Drainage Master Plan	15	0	60	40	0	45	0	160	\$20,425	\$200	\$0	\$200	\$20,625	\$0	\$20,625
7.a Report Deliverable	15		40	20		30		105	\$14,100	\$160	\$0	\$160	\$14,260		\$14,260
7.b Digital Data Deliverable			20	20		15		55	\$6,325	\$40	\$0	\$40	\$6,365		\$6,365
Task 9: Quality Assurance / Quality Control		5	15		60			80	\$13,325	\$0	\$0	\$0	\$13,325	\$0	\$13,325
TOTAL	119	162	500	495	60	135	16	1,507	\$206,490	\$280	\$270	\$550	\$207,040	\$25,000	\$247,215



ATTACHMENT A
CITY OF PFLUGERVILLE
DRAINAGE MASTER PLAN

	2020 Loaded Hourly Rates
Engineering Technician I (1-5)	\$70.00
Engineering Technician II (5-10)	\$80.00
Engineering Technician III (10-15)	\$105.00
Engineering Technician IV (15-20)	\$125.00
Engineer in Training	\$115.00
Professional Engineer I (4-8)	\$130.00
Professional Engineer II (8-10)	\$150.00
Professional Engineer III (10-15)	\$175.00
Professional Engineer IV (15-20)	\$200.00
Professional Engineer V (20-25)	\$220.00
Supervisory Engineer I (8-10)	\$185.00
Supervisory Engineer II (10-12)	\$205.00
Supervisory Engineer III (12-15)	\$230.00
Supervisory Engineer IV (15-20)	\$250.00
Supervisory Engineer V (20-25)	\$265.00
Professional Planner I (4-8)	\$100.00
Professional Planner II (8-10)	\$125.00
Professional Planner III (10-15)	\$135.00
Professional Planner IV (15-20)	\$155.00
Professional Landscape Architect I (4-8)	\$100.00
Professional Landscape Architect II (8-10)	\$120.00
Professional Landscape Architect III (10-15)	\$135.00
Professional Landscape Architect IV (15-20)	\$155.00
Professional Landscape Architect V (20-25)	\$190.00
CADD Technician I (1-5)	\$65.00
CADD Technician II (5-10)	\$80.00
CADD Technician III (10-15)	\$105.00
CADD Technician IV (15-20)	\$125.00
CADD Technician V (20-25)	\$135.00
GIS Analyst I (1-5)	\$80.00
GIS Analyst II (5-10)	\$95.00
GIS Analyst III (10-15)	\$115.00
Jr. Computer Programmer/Developer	\$115.00
Computer Programmer/Developer	\$140.00
Sr. Computer Programmer/Developer	\$190.00



ATTACHMENT A
CITY OF PFLUGERVILLE
DRAINAGE MASTER PLAN

	2020 Loaded Hourly Rates
Scientist in Training I (0-5)	\$75.00
Scientist Associate II (5-10)	\$95.00
Scientist Associate III (10-15)	\$110.00
Professional Scientist IV (15-20)	\$130.00
Professional Scientist V (20-25)	\$165.00
Professional Scientist VI (25+)	\$195.00
Supervisory Scientist V (20-25)	\$205.00
Surveyor Technician I (1-5)	\$80.00
Surveyor Technician II (5-10)	\$90.00
Surveyor Technician III (10-15)	\$105.00
Survey in Training I (0-5)	\$90.00
Survey in Training II (5-10)	\$105.00
Survey in Training III (10-15)	\$115.00
Survey Crew - 2 Person	\$185.00
Survey Crew - 3 Person	\$220.00
Registered Professional Land Surveyor I (4-8)	\$115.00
Registered Professional Land Surveyor II (8-10)	\$145.00
Registered Professional Land Surveyor III (10-15)	\$165.00
Registered Professional Land Surveyor IV (15-20)	\$175.00
Registered Professional Land Surveyor V (20-25)	\$185.00
Supervisory Land Surveyor IV (15-20)	\$200.00
SUE in Training I (0-5)	\$80.00
SUE in Training II (5-10)	\$90.00
SUE in Training III (10-15)	\$105.00
SUE Crew - 2 Person	\$185.00
Administrative Assistant	\$60.00
Contract Admin Specialist IV	\$90.00

SUBCONSULTANT PROPOSALS



275 W. Campbell Road
Suite 440
Richardson, TX 75080
Phone: (972) 680-2000

September 16, 2020

Mr. Paul Morales, PE, CFM, CPESC
Halff Associates, Inc.
9500 Amberglenn Blvd.
Bldg. F, Suite 125
Austin, TX 78729-1102

Subject: Proposal to Calculate Drainage Utility Fees for the City of Pflugerville

Dear Mr. Morales:

Based on our conversations, NewGen Strategies and Solutions, LLC. ("NewGen") is pleased to provide this proposal to assist Halff Associates, Inc. ("Halff") and your client, the City of Pflugerville ("City"), in support of the City's Development of Comprehensive Drainage Master Plan and Feasibility Drainage Fee Study ("Study").

Firm Overview

NewGen was created by a group of senior consultants who have previously worked together in regional and national firms. The NewGen name is an abbreviation for a *new generation* of consultants with the business objective and purpose of providing high quality management and economic consulting services to the municipal utility industry. Our team includes nationally recognized experts that offer financial, economic, strategy, and due diligence services to our clients.

Our tag line, "Thoughtful Decision Making for Uncertain Times," succinctly describes our capability to provide our clients solutions and recommendations tempered with our keen insight into the growing role of stakeholders, resource availability, environmental concerns, cost of providing utility services, and economic conditions.

Project Work Plan

The Project Team for this effort will be led by Mr. Matthew Garrett.

Per our understanding of the project, NewGen's support will include the following tasks, generally referred to as Tasks 5a and 5b in the broader project. Once notice to proceed is provided, the Project Team will work with you and City staff to refine and finalize the proposed work plan.

Phase I

- 1. Conduct kickoff meeting with City staff to establish goals of the rate study.**
- 2. Review utility billing systems and conduct determinants analysis.** This task includes constructing a billing dataset, including ultimate inclusion of Halff's calculation of impervious area for the City's commercial customers via use of GIS data, and the establishment of the appropriate Equivalent Residential Unit basis from a statistically significant sampling of residential properties.

Mr. Paul Morales
 September 16, 2020
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3. **Utilize the billing data and determinants analysis to develop the initial stormwater utility fee.** To the extent that the billing basis lends itself to alternative fee development, the Project Team will consider up to three (3) alternative fee structures both within and between classes, as well as the impact of potential discretionary exemptions from the fee.

Phase II

1. **Continuance and completion of any pending items in Phase I.**
2. **Utilize drainage CIP projects and drainage maintenance needs developed in Phase I to develop the financial forecast and estimate of the cost of service.**
3. **Prepare a comparison of the City's proposed stormwater utility fee to other municipalities in the geographical area.** The Project Team will work with the City to identify specific entities which the City desires to be included in the analysis.
4. **Develop the rate study content outlining the methodology and resulting fees for inclusion in the final electronic copy of the draft report summarizing findings, conclusions, and recommendations of the stormwater utility fee study.**
5. **Participate in proposing a conceptual plan of the public awareness, education, and involvement process, including groups that should be involved during plan implementation.**

Cost of Services

As a subconsultant to Halff for this project, NewGen will perform the services described above for the following not-to-exceed fees, inclusive of out-of-pocket expenses incurred at cost:

- Phase I \$25,000
- Phase II \$25,000
- **Total:** **\$50,000**

NewGen proposes to bill Halff based on time and expenses incurred at our then applicable hourly billing rates, as well as expenses based on actual costs incurred. Our current hourly billing rates, which will remain in effect through December 31, 2020, are as follows:

NewGen Strategies and Solutions 2020 Billing Rates	
Position	Hourly Billing Rate
President/CEO	\$345
Managing Director/Executive Vice President	\$290 - \$345
Director/Vice President/Executive Consultant	\$215 - \$290
Senior Consultant	\$185 - \$215
Staff Consultant	\$165 - \$185
Analyst	\$130 - \$165
Administrative Assistant	\$100

Mr. Paul Morales
September 16, 2020
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If this proposal is accepted, the resulting agreement is subject to cancellation with thirty (30) days prior written notice provided to NewGen. In the event of cancellation, all labor and expense charges incurred by the Project Team through the date of cancellation will be considered due at the time notice of cancellation is delivered, regardless of work product and/or engagement status.

Additionally, you agree that the services rendered by NewGen will be performed in accordance with instructions or specifications received by Halff and/or the City and will be provided with the degree of skill and judgment exercised by recognized professionals performing services of similar nature and consistent with the applicable industry best practices.

All payments made under this engagement should be remitted to:

NewGen Strategies and Solutions, LLC
275 W. Campbell Road, Suite 440
Richardson, Texas 75082

Conclusion

Again, we appreciate Halff's consideration of our Firm to assist in performing this important engagement for the City. If you have any questions regarding this letter and/or require additional information please feel free to contact Matthew Garrett at (972) 675-7699 or via e-mail at mgarrett@newgenstrategies.net. We thank you for this opportunity and look forward to assisting you.

Sincerely,

NewGen Strategies and Solutions, LLC

DocuSigned by:

Matthew B. Garrett

B23EEBEF79E64D1...

Matthew B. Garrett

Director, Environmental Practice