

**PROFESSIONAL SERVICES AGREEMENT
FOR
LAKE PFLUGERVILLE DAM EMERGENCY ACTION PLAN UPDATE**

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 **Walter P Moore and 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 Unless sooner terminated in accordance with the provisions of this Agreement, the term of this Agreement shall commence on **June 14, 2022** and terminate on **June 30, 2023**.

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 AND PROJECT SCHEDULE

Consultant agrees to provide the services described in this Article III entitled Scope of Services and Project Schedule in exchange for the compensation described in Article IV. Compensation. Scope of Services and Project Schedule are detailed in **Attachment A, (Consultant’s Proposal)** 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 seventy-three thousand, seven hundred dollars (\$273,700)** 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, M.S.C.E., P.E.
City Engineer
P.O. Box 589
Pflugerville, Texas 78660

If intended for Consultant, to: Walter P. Moore and Associates, Inc
Attn: Andrew C Yung, P.E, CFM
Chief Hydrologist
1780 Hughes Landing, Suite 450
The Woodlands, TX 77380

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 Dam Emergency Action Plan Update*” 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: Premises/Operations	1,000,000 per occurrence, 2,000,000 general aggregate 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: **Fugro USA Land, 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 venturers 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” – Consultants’ Proposal, including Project Description/Scope of Services; Fee Summary for Professional Services and Proposed Project Schedule

Exhibit 1 - Compensation

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

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

Further, Company hereby certifies that it is not a company identified under Texas Government Code, Section 2252.152 as a company engaged in business with Iran, Sudan, or Foreign Terrorist Organizations.

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

**CITY OF
PFLUGERVILLE**

**WALTER P. MOORE AND
ASSOCIATES, INC.**

(Signature)

Printed Name: Sereniah Breland

Title: City Manager

Date: _____

(Signature)

Printed Name: Andres A. Salazar, P.E.

Title: Director Water Resources

Date: 6/2/2022

APPROVED AS TO FORM:



Megan R. Santos

Charles E. Zech

City Attorney

DENTON NAVARRO ROCHA BERNAL & ZECH, P.C.

**EXHIBIT 1
COMPENSATION**

Compensation for the scope of work outlined in Consultant’s Proposal shall not exceed the total amount calculated in Table 1 below. Consultant shall invoice monthly based on percent complete of each task and task budget. Invoices are to be supported with a progress report.

TABLE 1 - COMPENSATION AND ESTIMATED LEVEL OF EFFORT

	Senior Principal	Principal	Sr. Diag. Engineer	Chief Hydrologist	Diag. Engineer	Sr Civil Engineer	Civil Engineer	Graduate Engineer	Senior GIS	Hours	Task Budget
Task 1: Data Collection				15			40		6	61	\$ 11,030
Task 2: PMF Analysis				10		4	74	56	24	168	\$ 26,330
Task 3: Breach Analysis				12		4	136		20	172	\$ 28,440
Task 4: Inundation Mapping				8		4	36		87	135	\$ 24,000
Task 5: Structural Assessment	6	12	16		110			130		274	\$ 46,590
Task 6: Geotechnical Assessment Coordination			6		12					18	\$ 3,630
Task 7: EAP Update & Project Manual				4		4	36		32	76	\$ 13,100
Task 8: Project Management and Coordination		8		53			148			209	\$ 38,590
TOTAL LABOR	6	20	22	102	122	16	470	186	169	1113	\$ 191,710

<u>SUMMARY BASIC SERVICES</u>	
LABOR	\$ 191,710
GEOTECHNICAL SUBCONSULTANT	\$ 36,000
PROJECT RELATED EXPENSES	\$ 5,990
TOTAL BASIC SERVICES (A)	\$ 233,700

<u>OPTIONAL ADDITIONAL SERVICES *</u>	
TOPOGRAPHIC SURVEYS	\$ 15,000
ADDITIONAL HYDRAULIC MODEL	\$ 25,000
TOTAL ADDITIONAL SERVICES (B)	\$ 40,000

TOTAL COMPENSATION NOT TO EXCEED (A+B)	\$ 273,700
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* Note: Additional Services are to be authorized in writing by the City after receiving justification and level of effort from Consultant.

ATTACHMENT A
CONSULTANT'S PROPOSAL



June 2, 2022

Mr. Brandon Pritchett, P.E., CFM
City of Pflugerville
15500 Sun Light Near Way, #B
Pflugerville, TX 78660

**Re: Proposal for Professional Services
Lake Pflugerville Emergency Action Plan Update
Walter P Moore Proposal No. 22-0611 / Project No. M20-22001-00**

Dear Mr. Pritchett:

Walter P Moore is pleased to submit this proposal to provide professional services for the Lake Pflugerville Emergency Action Plan Update (Project) for the City of Pflugerville. Walter P Moore has extensive experience conducting structural analyses, Probable Maximum Flood (PMF) analyses, and breach analyses of multiple dams across the State of Texas. Walter P Moore has teamed with Fugro multiple times to complete geotechnical analyses for dams and other structures. The team is excited to work with the City of Pflugerville.

This proposal is presented in order to establish a basis for the commencement of our scope of services for the Project. We anticipate that this Proposal will be included in a Professional Services Agreement between the City of Pflugerville and Walter P Moore, and upon approval by City Council and executed by the City, will serve as our entire Agreement unless superseded by another document signed by both parties.

This proposal is based on information received in the RFQ presented by the City of Pflugerville and further discussed in the scoping meeting on April 22, 2022. This proposal includes a **dynamic (full) breach analysis** for the Emergency Action Plan (EAP).

We very much appreciate the opportunity to provide these services and look forward to working with you on this Project.

Sincerely,

WALTER P. MOORE AND ASSOCIATES, INC.

A handwritten signature in blue ink, appearing to read "Andrew C. Yung".

Andrew C. Yung, PE, CFM, D.WRE
Principal

Attachments:
Proposal for Professional Engineering Services



PROPOSAL FOR PROFESSIONAL ENGINEERING SERVICES

Project: Lake Pflugerville Dam Emergency Action Plan Update
Client: City of Pflugerville
Client Contact: Brandon Pritchett
Proposal Date: June 2, 2022
Proposal Number: 22-0611 / M20-22001-00

Walter P. Moore and Associates, Inc. (Walter P Moore) shall provide services to City of Pflugerville (Client) for the Lake Pflugerville Emergency Action Plan Update (Project) as defined below and in accordance with the attachments listed below:

Project Description: It is our understanding that the project consists of updating the Emergency Action Plan (EAP) including the hydrologic analysis for the Probable Maximum Flood (PMF), the hydraulic analysis for the breach analysis, and the breach inundation mapping downstream of Lake Pflugerville Dam. The project also includes a structural analysis of the earthen dam and concrete spillway.

Project Parameters: Walter P Moore's fee for Basic Services is based upon the information about the Project described in the Request for Qualifications No. 22-019, Lake Pflugerville Emergency Action Plan Update. This proposal includes a full, dynamic breach analysis downstream of the dam as opposed to simplified methods. If our understanding of the project scope is inaccurate or the project scope materially changes, we understand that our compensation will be equitably adjusted.

Scope of Services: Walter P Moore's scope of Basic Services for the Project includes, based upon the Project Parameters, the services described in the attached Schedule SC09: Scope of Basic Engineering Services including the scope for Water Resources Engineering Services (WRE), Diagnostic Engineering Services (DES), and Geotechnical Engineering Services (Geotech). A non-exclusive list of services not included within Basic Services is attached as Schedule SC17: Excluded Services.

Compensation: As noted in Exhibit 1 of this Professional Services Agreement.

Additional Supplemental Services: Any additional supplemental services requested by Client or services (identified in Schedule SC17 Excluded Services) provided not described as Basic Services or required supplemental services above shall be provided without invalidating the Professional Services Agreement as Additional Services. Any Additional Supplemental Services shall be compensated in addition to compensation for Basic Services and required Supplemental Services stated above on either an agreed lump sum basis or on an hourly basis according to Schedule RC1 "Billing Rate Schedule," attached. Any Additional Services for services provided by any consultant retained by Walter P Moore shall be compensated at a multiple of 1.10 times the amount for such services billed to Walter P Moore. The Billing Rate Schedule shall be revised annually and shall replace the Hourly Invoicing Rates Schedule described above without invalidating this Agreement.

Project-Related Expenses: Miscellaneous, project-related expenses expected to be incurred by Walter P Moore in providing its services are included in the project fee. Additional expenses incurred by Walter P Moore beyond those expected to meet the proposed scope of work shall be considered additional reimbursable expenses charged at the actual cost with a multiplier of 1.10. The additional expenses will have been approved by Client with written confirmation prior to accruing.

Client's Responsibilities: Client shall provide to Walter P Moore in a timely manner full information of which the Client is aware regarding any special conditions, design criteria, reports, or special services needed, and to make

available any existing data or drawings concerning the Project and Project Site. Walter P Moore shall be entitled to rely upon the accuracy and completeness of any such information provided.

Project Schedule: Assuming City Council approval and notice to proceed on or within seven days of June 14, 2022, Walter P Moore shall submit the updated EAP to the Texas Commission on Environmental Quality (TCEQ) for their review by the end of 2022 with intermediate deliverables with each task to the Client throughout the Project schedule. Delays on City Council approvals or Notice to Proceed will extend the submittal to TCEQ by the number of days equal to the delay.

Walter P Moore's fee for Basic Services is based, in part, upon the Project being executed in a timely manner without significant delays or interruptions. We are prepared to begin work immediately after receipt of an executed copy of this agreement.

In order for Walter P Moore to proceed with its services toward accomplishment of the Project Schedule, the following information from Client shall be timely provided to Walter P Moore:

1. An approved Professional Services Agreement and a Notice to Proceed in writing.
2. All existing documentation and reports, including previous repairs, inspection reports, rules or operational procedures
3. All existing as-built plan sets of the dam and downstream roadways
4. All existing structural analyses
5. All existing geotechnical analyses and reports, including boring data
6. Most recent hydrologic and hydraulic models
7. Historical records of pool elevation and release data
8. Available survey data and bathymetry data in the vicinity of the Lake Pflugerville Dam project site
9. Current Emergency Action Plan
10. Current Operations and Maintenance Manual
11. Sorento Community plats and design plans

Client agrees to furnish Walter P Moore, in a timely manner, full information regarding any special conditions or criteria for the Project or special services needed, and to make available to Walter P Moore all pertinent, existing data concerning the Project and Project site of which Client is aware. Walter P Moore shall be entitled to rely upon the accuracy and completeness of any such information provided by Client.

Attachments: The following attachments are incorporated in this Proposal by reference as if set forth at length. In the event of a direct conflict between this Proposal and the content of the Professional Services Agreement, the Professional Services Agreement shall govern.

Schedule SC09: Scope of Basic Engineering Services
Schedule SC17: Excluded Services
Schedule RC1: Billing Rate Schedule – Walter P Moore – 2022
Estimated Schedule



Schedule SC9

SCOPE OF BASIC ENGINEERING SERVICES

Dam Evaluation and Emergency Action Planning

I. Data Collection

- A. The Walter P Moore Team (Walter P Moore and Fugro) will review information obtained from the City of Pflugerville (City) pertinent to the study including but not limited to construction and as-built plan sets; structural and geotechnical reports and analyses; hydrologic and hydraulic models; historical pool elevation and release data; USGS gage data; aerial photographs; available survey, bathymetric, and LiDAR data in the vicinity of the Lake Pflugerville Dam project site; previous inspection reports; and the existing Emergency Action Plan and Operations and Maintenance Manual.

The review will develop an overall familiarity with the dam and the construction of the reinforced concrete portion of the dam along with the history of potential concerns. Special consideration will be given to those aspects of the construction that may have a bearing on the particular problem under study.

- B. Completion of topographic surveying is excluded from the scope of work of basis services, but a contingency budget is included if such services are deemed necessary for the study after Walter P Moore's review of the documents. If surveying is recommended, Walter P Moore will present the scope and cost of these services for review and approval by the City.
- C. The Walter P Moore Team will perform one (1) cursory onsite visual observation of the existing structure. This observation will be intended to define parameters affecting the Probable Maximum Flood (PMF) and breach analyses, to visually confirm construction conditions found in the document review, and/or to obtain construction information not available in the documents. Unless agreed otherwise, the observation will be limited to those portions of the structure which are exposed and readily observable without the removal of existing finishes. The observation will be done at a time mutually acceptable to the Walter P Moore Team and the City who will provide ready access to the dam site. This proposal assumes proper coordination so that the site visit can be completed in one single trip.

On the same day of the site visit, the Walter P Moore Team will also meet with the City to discuss areas of concern based on their existing maintenance program.

- D. Walter P Moore will prepare and review a memorandum reviewing the data reviewed and the site visit.

II. Probable Maximum Flood (PMF) Analysis

- A. Walter P Moore will determine the Probable Maximum Precipitation (PMP) depth for the required storm durations utilizing the new state-specific TCEQ PMP tool. The PMP depths will be used to update the existing hydrologic model in HEC-HMS.

- B. Walter P Moore will revise the hydrologic model based on the existing watershed conditions, reservoir volumes, and dam spillway operations in accordance with TCEQ's *Hydrologic and Hydraulic Guidelines for Dams in Texas (H&H Guidelines)*. If future conditions land use data is available, the use of the future conditions in place of the existing conditions can be considered following discussions with the City and TCEQ.
- C. Walter P Moore will validate the hydrologic model with historical data and regional regression equations.
- D. Walter P Moore will evaluate the hydraulic adequacy of the Lake Pflugerville dam and emergency spillway per the TCEQ criteria and dam classification. If the spillway and outlet works are determined to be hydraulically inadequate, then Walter P Moore will prepare conceptual dam retrofit options.
- E. Walter P Moore will evaluate the capacity of the bridge at Weiss Land and the crossing at Jesse Bohls Drive. Conceptual retrofit recommendations for each structure will be prepared, if necessary.
- F. Walter P Moore will perform Quality Assurance/Quality Control (QA/QC) of the analysis, model, evaluations, and retrofit recommendations by a senior engineer.
- G. Walter P Moore will prepare and review a technical report, exhibits, and tables describing the PMF Analysis methodology, assumptions, and results of the analysis. The report will also include comparisons to previous PMF Analyses completed for Lake Pflugerville.

III. Breach Analysis

- A. Walter P Moore will create an unsteady hydraulic model in HEC-RAS including the reservoir with the dam, the channel downstream of the dam with overbank areas, bridges, and hydraulic structures. The model will be extended downstream until the difference between the PMF water surface elevation (WSEL) and the breach WSEL are within 1 ft, based on Section 8.5 of the TCEQ *H&H Guidelines*. This proposal assumes prior existing models are suitable and modeling being based on previously completed hydraulic models.
- B. Creation of a hydraulic model from no previous model is excluded from the scope of work of basis services, but a contingency budget is included if such services are deemed necessary for the study after Walter P Moore's review of the documents. If a new hydraulic model is needed, Walter P Moore will present the scope and cost of these services for review and approval by the City.
- C. Walter P Moore will update the HEC-RAS model using the 2016 Central Texas LiDAR data and provided survey data. The model will review and revise the roughness coefficients and bridge and structure geometries. Cross section layouts will be updated as appropriate to capture the full width of the breach floodplain. 1D/2D modeling may be used to capture floodplain overbank areas.
- D. Walter P Moore will validate the hydraulic model utilizing the 1% Annual Chance Exceedance (ACE; 100-year) event by comparing the results with available historical data such as reservoir releases, gage data, and high-water marks. The breach flows will be compared with a Walter P Moore developed algorithm with 10 empirical equations to ensure the releases fall within an acceptable range.

- E. Walter P Moore will analyze three (3) dam failure scenarios:
 - 1. Sunny-Day Breach
 - 2. Barely Overtopping Breach, if the dam does not successfully pass the design flood
 - 3. Design Flood Breach (defined as a fraction of the PMF)
- F. Walter P Moore will define the dam break within HEC-RAS and will perform a sensitivity analysis for the breach parameters and routing.
- G. Walter P Moore will perform QA/QC of the analysis and model by a senior engineer.
- H. Walter P Moore will prepare and review a technical report, exhibits, and tables describing the Breach Analysis methodology, assumptions, and results of the analysis. The report will also include comparisons to previous Breach Analyses completed for Lake Pflugerville Dam.

IV. Inundation Mapping & Accommodating Changes to the Surrounding Areas

- A. Walter P Moore will develop inundation mapping based on the breach analysis performed. Impacted structures and roadways will be identified and compiled into an inventory of possible damages.
- B. Walter P Moore will develop a high-risk dataset based on the depth and velocity grid including lead times for evacuation. The dataset will include areas of potential future risk based on information provided in the future conditions land use data, if available.
- C. Walter P Moore will develop emergency routes based on the impacted structures and roadways identified previously and the high-risk dataset. This information will be provided for the three dam failure scenarios evaluated.
- D. Walter P Moore will prepare and review exhibits and tables including mapping extents, timing, inundation depth, water surface elevations, and flow velocity at the City's specified locations. This information will be provided for the three dam failure scenarios evaluated.
- E. Walter P Moore will perform QA/QC of the analysis and evaluations by a senior engineer.
- F. Walter P Moore will prepare and review a memorandum, exhibits, and tables describing the emergency route development methodology, assumptions, and results of the analysis.

V. Structural Analysis

- A. Walter P Moore will conduct a structural analysis of the reinforced concrete components of the dam to determine if the expected hydraulic conditions found in the PMF study will impact the reinforced concrete components for the dam.
- B. Walter P Moore will prepare a brief letter report to document the findings of the initial evaluation and structural analysis. This report will include the following:
 - 1. A description of the scope of evaluation and structural analysis performed.

2. A description of the findings, including a statement of the probable cause or causes of the structural distress if such causes can be reasonably determined from the available information.
3. Recommendations for more in-depth evaluation, if appropriate.
4. A schematic presentation of the measures needed, if any, to correct the problems under study, as can be determined with the available information.

VI. Geotechnical Analysis

- A. Fugro, as part of the Walter P Moore team, will perform a geotechnical desktop study to review existing geotechnical information and to perform a preliminary geotechnical engineering analyses based on existing information as provided by the City.
- B. Fugro will determine the lateral earth pressures acting on the spillway training walls to be used in the preliminary structural analyses by Walter P Moore.
- C. Fugro will assess the global stability of the embankment, based on the existing information, including:
 1. Selection of soil parameters for analyses.
 2. Establishment of acceptable factors of safety for steady state and rapid drawdown conditions.
 3. Global stability analyses for steady state and rapid drawdown conditions for the embankment for current water conditions, including normal pool and existing PMF pool elevations. The analyses will be run perpendicular to the embankment using the computer program Slide. Two sections of the embankment will be analyzed. This proposal assumes the cross-sections required for the analyses will be provided by the City in the construction or other appropriate documentation.
 4. This proposal assumes the pool levels to be considered in the global stability analyses will be provided by the City.
 5. Following the Walter P Moore updated PMF analysis, the global stability analyses will be evaluated for the updated PMF pool elevations.
 6. Limitation of existing information and the need for further study, if required.
- D. Fugro will develop a geotechnical scope and cost for further studies, if required.
- E. Fugro will provide a geotechnical draft report of findings, conclusions, and recommendations.
- F. Fugro will provide general geotechnical consultation to Walter P Moore.
- G. Fugro will meet with Walter P Moore and the City to discuss findings and results of analyses.
- H. Fugro will finalize the desktop study and geotechnical report. One electronic copy of the signed and sealed report will be issued.

VII. Emergency Action Plan (EAP) Update

- A. Walter P Moore will update the existing EAP based on TCEQ's *Guidelines for Developing Emergency Action Plans for Dams in Texas* (2019). It will include the results from the PMF and breach analyses performed, results from the geotechnical and structural analyses performed, final inundation mapping, updated decision and

contact flowcharts, and technical appendices. The resulting deliverables will include a project manual, drawings, and final EAP Update for the Lake Pflugerville Dam.

- B. Walter P Moore will perform QA/QC of the report by a senior engineer.

VIII. Project Management and Coordination

- A. Walter P Moore will attend monthly meetings with two meetings taking place in-person and the remaining taking place virtually to discuss the project status. The in-person meetings will occur as part of the site visit and following the completion of the analyses to present the Walter P Moore Team's findings. Walter P Moore will prepare the agenda and meeting minutes and distribute them to all attendees.
- B. Walter P Moore will attend in-person up to two City Council meetings. The meetings to attend will be when this contract is discussed for approval as a Public Service Announcement and following the analysis of the structure if recommendations for improvements are necessary. Walter P Moore will prepare talking points to discuss with City Council members.
- C. Walter P Moore will provide monthly status updates to supplement the monthly meetings. The updates will include progress since last report, upcoming submittals, outstanding items, and an updated project schedule.
- D. Walter P Moore will coordinate all site work with the assessment team and City.
- E. Walter P Moore will coordinate the submittal of each report and memorandum with the City for their review. Walter P Moore will provide the project QA/QC plan and logs with each submittal. Walter P Moore will address any review comments and submit responses to the City for up to two review rounds for each report.
- F. Walter P Moore will coordinate the submittal and review of the EAP with TCEQ and address any review comments for up to two review rounds for the final EAP. This proposal assumes only virtual meetings and no in-person meetings with TCEQ.



Schedule SC17

EXCLUSIONS TO SCOPE OF BASIC SERVICES FOR WATER RESOURCES ENGINEERING

These services are excluded because the work is not anticipated to be required. If it becomes necessary for Walter P Moore to provide any of these or other services beyond the scope of our Basic Services and said services are authorized by the City of Pflugerville, they will be performed for an additional fee upon a fee basis established at such time as the scope of work is defined.

The following services are specifically excluded:

- A. Surveying services.
- B. Coordination of any testing and/or surveying services that Walter P Moore has recommended in Phase I and the City has agreed to provide.
- C. Field exploration and laboratory testing programs for geotechnical services.
- D. Soil borings.
- E. Installation of piezometers.
- F. Modeling efforts other than those specifically listed in the Scope of Work.
- G. Creation of alternative scenarios in modeling.
- H. Conditional Letter of Map Revision/Letter of Map Revision (CLOMR/LOMR) preparation, submittal, and/or review.
- I. Sensitivity analysis of the factors of safety for multiple PMF analysis results.
- J. Detention Design.
- K. Site grading and drainage.
- L. Assisting a contractor to develop a rough estimate of the costs required to implement the repairs or other course of action recommended.
- M. Preparation of structural design and/or construction documentation to remedy any structural deficiencies found that require correction to maintain structural integrity.
- N. Construction-related services related to the remedy of any noted structural deficiencies.
- O. Environmental studies and permitting.
- P. Attendance to and leading of public meetings beyond the two City Council meetings listed in the Scope of Services.
- Q. Legal services.



Schedule RC1

BILLING RATE SCHEDULE

2022 Standard

<u>Category</u>	<u>Rate</u>
Senior Principal/Managing Principal.....	\$ 330.00
Principal	\$ 300.00
Chief Hydrologist.....	\$ 250.00
Managing Director	\$ 260.00
Team Director	\$ 245.00
Senior Project Manager	\$ 245.00
Project Manager	\$ 180.00
Senior Structural Diagnostics Engineer.....	\$ 235.00
Structural Diagnostics Engineer	\$ 185.00
Senior Civil Engineer	\$ 190.00
Civil Engineer	\$ 155.00
Graduate Engineer	\$ 130.00
Senior Transportation Planner.....	\$ 190.00
Transportation Planner.....	\$ 150.00
Graduate Transportation Planner.....	\$ 125.00
Senior Graphic Designer	\$ 130.00
Senior GIS Specialist.....	\$ 180.00
GIS Specialist	\$ 150.00
Senior Designer	\$ 180.00
Designer	\$ 130.00
BIM Manager	\$ 195.00
CAD Manager	\$ 180.00
Senior CAD Technician	\$ 140.00
CAD Technician	\$ 105.00
Senior Field Representative	\$ 150.00
Field Representative	\$ 130.00
Engineering Intern	\$ 80.00
Project Accountant	\$ 130.00
Senior Administrative Assistant	\$ 135.00
Administrative Assistant	\$ 105.00

Notes:

1. These billing rates are effective through December 31, 2022.
2. Rates after December 31, 2022 may be adjusted by 4% annually.

