

**PROFESSIONAL SERVICES AGREEMENT  
FOR  
PARKWAY DRIVE STREET IMPROVEMENTS**

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 Colliers Engineering & Design (“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 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 & A3 which are incorporated by reference as if written and copied herein. The terms and conditions of this Agreement shall control in the event of a conflict with any terms and conditions set forth therein.

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 Sixty-Nine Thousand Nine Hundred Ninety-Six Dollars and Thirty-Five cents (\$269,996) as total compensation, to be paid to Consultant as further detailed in Attachment A, A1, A2, A3.

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: **Michael Patroski – Senior Planner**  
P.O Box 589  
Pflugerville, Texas 78660

If intended for Consultant, to: Colliers Engineering & Design  
3421 Paesanos Parkway  
San Antonio, Tx 78231

## 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 "*PARKWAY DRIVE STREET IMPROVEMENTS*" 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.

<b>Type of Insurance</b>	<b>Amount of Insurance</b>	<b>Provisions</b>
Commercial (Public) Liability to include coverage for: General 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 Independent Contractors Personal Injury Contractual Liability	2,000,000 combined single coverage limit	City to be provided a waiver of subrogation  City prefers that insurer be rated B+V1 or higher by A.M. Best or A or higher by Standard & Poors
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: Innovative Environmental Technologies, Inc. and Geotechnical Testing Services. 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", "A1", "A2", "A3" - 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; (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).

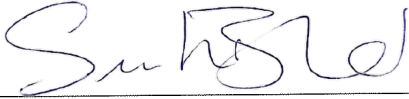
Company hereby verifies that it does not boycott Israel, and agrees that, during the term of this agreement, will not boycott Israel as this term is defined in the Texas Government Code, Section 808.001, as amended. Company hereby verifies that it does not boycott energy companies, and agrees that, during 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**

**COLLIERS ENGINEERING &  
DESIGN**



(Signature)

Printed Name: Sereniah Breland

Title: City Manager

Date: 7/9/2024



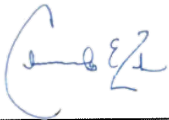
(Signature)

Printed Name: Chris Otto, P.E., C.F.M

Title: Regional Discipline  
Leader – Municipal

Date: 5/31/24

APPROVED AS TO FORM:



Charles E. Zech

City Attorney

DENTON NAVARRO RODRIGUEZ BERNAL SANTEE & ZECH, P.C.

3421 Paesanos Pkwy  
San Antonio, TX 78231  
Main: 201 979 8444

Attachment A



May 28, 2024

City of Pflugerville  
Attn: Michael Patroski  
100 E. Main St.  
Pflugerville, Texas 78660

Proposal for Professional Geotechnical Services  
Parkway Drive Pavement Reconstruction  
Colliers Engineering & Design Proposal No.: 24002851P

Dear Mr. Patroski,

Colliers Engineering & Design, Inc. is pleased to submit this proposal to provide professional services for Parkway Drive Street Improvements including right-of-way and topographic survey, storm drain analysis, subsurface utility engineering, geotechnical investigation, pavement design, street design with curb and gutter, sidewalk and streetlamp accommodation for future installations. We understand the project comprises the reconstruction of Parkway Drive in the City of Pflugerville, Travis County, Texas. The roadway is approximately 3,200 linear feet.

This proposal is divided into four sections as follows:

- Section I** – Scope of Services
- Section II** – Business Terms and Conditions
- Section III** – Technical Staff Hourly Rate Schedule and Reimbursable Expenses
- Section IV** – Client Contract Authorization

The order in which the following scope of services are presented generally follows the sequence in which the project will be accomplished; however, depending on the project, the various authorized services contained in this proposal may be performed in a sequence as deemed appropriate by Colliers Engineering & Design to meet project schedules.

## Section I – Scope of Services

Based on our conversations and information noted above, we propose to complete the following:

### TASK 1: Survey Services

#### a. Topographic & Improvement Survey

CED will perform a topographical survey on the ground in a 50-foot grid, plus additional grade breaks. CED will locate improvements, including, but not limited to, existing buildings, concrete rip-rap, driveways, fences, and visible utilities. To locate underground utilities, a One-Call request for utility location will be placed. The survey will identify the location of the paint marks from the One-Call locations. Apparent right-of-way, if applicable, will be identified using found monumentation.

#### Deliverables

Topographic and improvement survey will be provided as a DWG file to be incorporated into the Construction Plans.

#### b. Boundary and ROW Survey

For this task, CED will field locate the existing boundary pins, verify the existing boundary, and reset boundary pins where required. CED will prepare a base file to use for future platting on this phase including the property boundary of the tract and easements that we have been made aware of through research and from the Title Commitment provided by the Client.

#### Deliverables

Boundary and ROW DWG file with property information, easements, and ROW to be incorporated into the Construction Plans.

#### c. Tree Survey

A tree survey will be conducted in accordance with the current City of Pflugerville Tree Ordinance. Surveyed trees will be tagged and catalogued

#### Deliverables

Tree Survey DWG file will be provided as a DWG file to be incorporated into the Construction Plans.

#### d. SUE Level Services

CED proposes to provide the following professional Subsurface Utility Engineering Investigation Services in support of the above-named project in accordance with the project limits as indicated in Exhibit A, to the standard of care applicable in the SUE profession. The services will meet the standard guidelines of ASCE C-I 38-22 circular for "Standard Guideline for investigating and documenting Existing Utilities". The following table describes the standards for subsurface utility investigations.



SERVICE	DESCRIPTION
<u>QL-D</u> <i>Utility Records Research</i>	Conduct comprehensive utility records research and collect applicable utility owner records to assist in identifying utility owners that may have facilities on or be affected by the project. Includes interfacing with utility owners/operators to ascertain the availability and completeness of record documents and to obtain verbal or historical information on existing subsurface facilities and operational status.
<u>QL-C</u> <i>Surface Feature Survey</i>	Prerequisite: Perform QL-D Tasks.  Information obtained by surveying and plotting visible above-ground utility features and by using professional judgment in correlating this information to quality level D information.
<u>QL-B</u> <i>Utility Designation and Survey</i>	Prerequisite: Perform QL-D & QL-C Tasks.  Information obtained through the application of appropriate surface geophysical methods to determine the existence and approximate horizontal position of subsurface utilities. This information is surveyed to applicable tolerances defined by the project and reduced onto plan documents.
<u>QL-A</u> <i>Utility Exposure and Identification of Precision Horizontal and Vertical Position</i>	Precise horizontal and vertical location of utilities obtained by the actual exposure (or verification of previously exposed and surveyed utilities) and subsequent measurement of subsurface utilities, usually at a specific point. Minimally intrusive excavation equipment is typically used to minimize the potential for utility damage. A precise horizontal and vertical location, as well as other utility attributes, is shown on plan documents. Accuracy is typically set to 15-mm vertical and to applicable horizontal survey and mapping accuracy as defined or expected by the project owner.

**a. Quality Service Level D (QL-D) Research and Collection of Existing Utility Records**

Initiate 811 ticket to ascertain contact information for identified facility owners. Research to ascertain information on existing utilities within the project limits and request applicable utility owner records for assistance in identifying utility owners that may have facilities on, within, or potentially affected by the project.

Colliers will attempt to contact utility providers identified through collected utility easement information, One-Call systems, and via vehicle reconnaissance and inventory of utility marker posts along the scoped area and adjacent roadways. We will attempt to ascertain the ownership, type, size, encasement, and composition of the existing utilities through coordination with owners/representatives.

The QL-D data that is collected including a list of known utility providers in the project limits can be provided at the request of the Client as well as utility contact information, as available.

**b. Quality Service Level C (QL-C) – Surveying and Plotting Visible Above-Ground Utility Features**

Field surveying to obtain accurate horizontal position of visible utility surface features associated with suspected underground utility systems located within the project limits.

- Identify surface features on the plan and ground surface that are surface appurtenances of existing subsurface utilities.
- Survey features and determine accuracy and completeness for applicability with the existing project and by using professional judgment in correlating this information to quality level B information.

**c. Quality Level B (QL-B) Designating Service (Horizontal Location of Utilities)**

Designating is to indicate, by marking with paint, the presence and approximate horizontal location of subsurface utilities using geophysical prospecting techniques including, electromagnetic, sonic, and acoustical techniques. Colliers will provide the following designating services to aid the Client:

- Provide all equipment, personnel and supplies required for performing designating services. Colliers shall determine which equipment, personnel and supplies are required to perform these services.
- Designate the existing underground utility facilities within the identified project area as shown in Exhibit A.
- Conduct appropriate investigation of site conditions.
- Mark the utilities on the ground with spray paint to be surveyed by Colliers.
- Create field sketch drawings of the designated utilities.
- CED will perform the survey of the QL-C utility surface features and QL-B designating field marks.

For this project, CED assumed that no aerial (poles) nor irrigation lines will be needed. Also, CED assumed that the wastewater and storm drain will be mapped through records and will obtain rim elevations and flowline.

**Optional Service**

**d. Quality Level A (QL-A) Designating Service (*Utility Exposure and Identification of Precision Horizontal and Vertical Position*) - (Per unit with Mapping included)**

- Locating (Test Hole) Services. Locating services is to locate the accurate horizontal and vertical position of subsurface utilities by excavating a test hole using vacuum excavation techniques and equipment that is non-destructive to utilities. Locating services will be performed at the specific location identified by the client on requested utilities. CED will seek to obtain horizontal and vertical utility information through the test process. Test hole locations will be identified by the Project Owner or Client and transmitted to Colliers Engineering & Design for performance of field work and data collection.
- Provide equipment, personnel and supplies required to perform locating services. Colliers Engineering & Design shall determine which equipment, personnel and supplies are required to perform such services.
- Excavate test holes to expose the utility to be measured in such a manner that ensures the safety of the excavation and the integrity of the utility to be measured. In performing such excavations, Colliers Engineering & Design shall comply with applicable utility damage

prevention laws. Excavations will be performed using specially developed vacuum excavation equipment that is non-destructive to existing facilities. If contaminated soils are discovered during the excavation process, Colliers Engineering & Design will so notify the Client.

- Locate and identify the precise horizontal and vertical position of existing facilities. Positive identification includes the determination or confirmation of facility type, size, depth, and material composition.
- Backfill around the exposed facility using the excavated materials compacted in six-inch lifts.
- In grass and landscape areas, restoration shall be as reasonably possible to the condition that existed prior to excavation.
- In pavement areas, restoration shall be with asphaltic cold mix or other pre-approved methods as required. It is anticipated there will be vacuum excavation in paved areas required for Test Holes on this project.
- In areas inaccessible by excavation truck or other equipment, electronic depths may be provided on designated utilities in lieu of test holes.
- Collect swing ties from existing physical features for the client to recover locations.
- To be mapped by Colliers Engineering and Design.

For this project, CED will perform utility investigation (Quality Level B SUE) within the area provided in Exhibit A. with the optional Test Holes (Quality Level A) per the client's request at the rate stated below.

### **Deliverables**

Colliers Engineering & Design will provide a Field sketch detailing the SUE information. Utilities will be surface designated, painted and surveyed. Utility Field Sketches will be performed of locate services performed. The Field Sketches will be color coded according to the American Public Works Association standards. Field sketches and QL-D records information can be provided to the Client at no additional cost and per the Client's request.

## **TASK 2: Geotechnical Investigation**

### **a. Geotechnical Exploration Program and Report**

We will perform a geotechnical exploration program in accordance with sound engineering practice, and state/local regulations, to evaluate subsurface conditions for the proposed roadway reconstruction.

#### **Program Scope**

##### *Test Borings*

We will coordinate with a subcontractor to mobilize truck-mounted drilling equipment to perform Standard Penetration Test (SPT) borings along the roadway alignment to visually classify the subsurface soils and obtain soil samples for laboratory testing. We will perform up to seven (7) borings, which will be advanced to depths of up to  $\pm 15$  feet below the ground surface (BGS), unless subsurface conditions dictate alternate depths, such as shallow bedrock or unsuitable bearing soils. We have allotted up to one (1) day of drilling to explore the site.



#### *Field Observation*

The subsurface exploration program will be performed under the full-time observation of a geotechnical specialist, who will observe and log the explorations, collect soil samples, and will be acting under the direction of a licensed Professional Geotechnical Engineer. Explorations will be field located by our representative by measuring from existing site features using conventional taping methods.

#### *Duration*

**This proposal considers up to one (1) day to perform the test borings.**

#### *General Laboratory Soil Testing*

Representative samples obtained from the explorations will be subjected to limited laboratory testing to evaluate general engineering characteristics. Such testing will likely include moisture contents, grain-size analysis, Atterberg Limits, California Bearing Ratio, soluble sulfate content and lime series testing.

#### **Geotechnical Report**

We will prepare a geotechnical report summarizing the subsurface conditions encountered at the site. The report will include the results of the subsurface exploration programs and laboratory testing, and geotechnical recommendations including:

- Observation of existing pavement condition
- Individual core profiles (asphalt and base thicknesses)
- Typical pavement sections for new pavement
- Considerations for construction, such as subgrade preparation

#### **Schedule**

We will proceed with scheduling the proposed exploration program upon receiving a signed contract. Depending on availability and necessary drilling permits, our subcontractors are typically able to mobilize in about two to four weeks from receiving a signed contract and related documents.

We anticipate our geotechnical report to be submitted in approximately four weeks from the conclusion of our exploration program if special soil testing is not required.

#### **b. Post-Report Engineering Consultation, Meetings, Etc.**

This section of the proposal will be to provide additional engineering consultation beyond the scope of Task G600 in this proposal. This includes providing report revisions, additional engineering input, including participation in meetings and teleconferences, as ownership decides future courses of action.

Because it is impossible to anticipate the amount of time necessary for these services, this Task will be billed on an hourly basis in accordance with our Fee Schedule. For planning purposes, we recommend an estimated budget of \$1,500.

### TASK 3: Transportation Calming Assessment (Excluded)

### TASK 4: Engineering Services

#### Road & Drainage Design and Permitting

This task will include the preparation of design drawings and details, construction specifications, an opinion of probable construction costs (OPCC), storm drain design (no adverse impact), and coordination with Utility companies as necessary for the proposed road improvements. This phase will include the following sub-phases:

- *Data Collection and Design Support* – This sub-phase will include the required effort to gather available information to establish existing conditions in the project area.
- *Civil Engineering Design* – This sub-phase will include the required effort to perform the calculations and analysis necessary for the design of the proposed roads and associated drainage (no adverse impact). The design and calculations will include the horizontal and vertical roadway layout, and storm sewer design.
- *Drawing Preparation* – This sub-phase will include the required effort to produce a full set of construction plans for the proposed roads and associated drainage. The drawing will generally include an overall project layout, typical road cross sections, plan and profile sheets, drainage design sheets, proposed signage and striping plans, traffic control plans, sheets addressing Stormwater Pollution Prevention Plan (SWPPP) requirements, Street Lighting Location, and driveway design.
- *Opinion of Probable Construction Costs (OPCC)* – This sub-phase will include the preparation quantity take-offs per the proposed design, determination of unit prices for each quantity line item, and an estimate of the construction cost for each item. The total sub-costs for each item will be tallied and totaled providing an estimate of the total construction cost for the proposed road improvements.
- *Project Manual* – This sub-phase will include the required effort to complete a set of construction specifications for the proposed improvements. The specifications will identify construction standards which will define the quality of proposed improvements.
- *QA/QC* - Quality assurance and quality control processes will be integral to this phase involving systematic review and testing of design elements to ensure compliance with standards, accuracy, and safety, while also identifying and rectifying any errors or inconsistencies in the design process.
- *Permitting* – This item refers to prepare forms and procedures for permitting a new road adjacent to an existing TxDOT highway and existing utilities. We will identify relevant local and state regulatory requirements then, compile and complete necessary forms, including detailing road design, environmental impacts, and utility integration, followed by submitting them for construction approval.
- *Bid Phase Services* – CED will prepare a bid package and assist the Program Manager in advertising the project for award to a contractor. CED will prepare the bid documents, attend a pre-bid conference and provide written responses from bidders for Addenda, as necessary. CED will answer questions from the contractors and issue addenda where needed. CED will

evaluate the submitted bids for completion and accuracy. CED will also compare the bid against the OPCC to identify any bid items that appear to be significantly higher or lower than anticipated and evaluate potential rational for these bid items. CED will then prepare a bid tabulation summarizing bid results. CED will provide a recommendation to award to the most qualified bidder whose package was deemed responsive. CED will provide a bid tabulation and recommendation of award for the contract.

### Deliverables

Road and Drainage Construction Plans (30%,60%, 90%, Final), Specifications Manual, and Opinion of Probable Construction Costs.

### TASK 5: Environmental Review

CED will complete all necessary studies to comply with the HUD Statutory Checklist in order to receive a “project converts to exempt” finding as a Categorical Excluded per 24 CFR 58.35(a). In order to complete this checklist, CED will complete and initial site visit with personnel to verify compliance with the various categories required, should at any time CED determine that a formal Environmental Assessment be required we will notify the Responsible Entity and develop a scope and fee to address these specific concerns.

### Schedule of Fees

For your convenience, we have broken down the total estimated cost of the project into the categories identified within the scope of services.

Task Name	Fee
<b>TASK 1.0 Survey Services</b>	
a. Topographic and Improvements	\$15,140
b. Boundary and ROW Survey	\$9,640
c. Tree Survey	\$5,300
d. SUE QL-D through QL-A (Budget)	\$9,600
<b>TASK 2.0 Geotechnical Investigation</b>	
a. Exploration and Report	\$5,510
b. Post-Report Construction and Meetings	\$1,860
<b>TASK 3.0 Traffic Calming Assessment (Excluded)</b>	
<b>TASK 4.0 Engineering Services</b>	
a. Data Collection and Design Support	\$19,980
b. Civil Engineering Design	\$25,600
c. Drawing Preparation	\$119,660
d. Opinion of Probable Construction Cost (OPCC)	\$9,480
e. Project Manual	\$9,960
f. QA/QC	\$3,720
g. Permitting	\$1,240

h. Bid Phase Services	\$11,640
<hr/>	
<b>TASK 5.0 Environmental</b>	
a. Data Collection & Design Support	\$1,760
b. Categorical Exclusion	\$5,780
<hr/>	
<b>Reimbursable Expenses</b>	<b>\$5,000</b>
<b>Subconsultant (Cost +10%)</b>	<b>\$9,126</b>
<hr/>	
<b>TOTAL</b>	<b>\$269,996</b>
<hr/>	

### Exclusions and Understandings

Services relating to the following items are not anticipated for the project or cannot be quantified at this time. Therefore, any service associated with the following items is specifically excluded from the scope of professional services within this agreement.

- Services not specifically outlined above in Section I;

If an item listed herein, or otherwise not specifically mentioned within this agreement, is deemed necessary, Colliers Engineering & Design may prepare an addendum to this agreement for your review, outlining the scope of additional services and associated professional fees regarding the extra services.



### Technical Staff Rates 2024

Billing Titles	Hourly Rates
Executive Principal	350.00
Senior Principal	335.00
Principal	310.00
Senior Technical Director	285.00
Senior Project Manager	260.00
Technical Director	225.00
Project Manager	210.00
Senior Project Specialist	195.00
Project Specialist	185.00
Technical Professional	175.00
Technical Specialist	165.00
Specialist	155.00
Senior Data Technician	145.00
Senior Technical Assistant	135.00
Technical Assistant	120.00
Field Technician	110.00
Data Technician	110.00
Survey Crew – 1 Person w/Robotic Equipment	190.00
Additional Survey Crew Member	80.00
SUE Crew (designating) – 1 Person	155.00
Additional (designating) Member	80.00
SUE Crew (locating) – 2 Person	210.00
Additional (locating) Member	80.00
Expert Witness	410.00
Sr. LSRP	320.00
LSRP	275.00

### Reimbursable Expenses

General Expenses	Cost + 15%
Travel (Hotel, Airfare, Meals)	Cost + 15%
Sub-Consultants/Sub-Contractors	Cost + 20%
Plotting	4.50 / Each
Computer Mylars / Color Plots	100.00 / Each
Photocopies	0.19 / Each
Color Photocopies	2.05 / Each
Document Binding	4.05 / Each
Portable Media	100.00 / Each
Exhibit Lamination (24" x 36" or larger)	90.00 / Each
Initial Digital Signature	300.00
Additional Digital Signatures	75.00 / Each
Mileage Reimbursement*	0.655 / Per Mile
	Field Vehicle 0.75 / Per Mile

\*Mileage reimbursement subject to change based upon IRS standard mileage rate.



## Section IV – Client Contract Authorization

I hereby declare that I am duly authorized to sign binding contractual documents. I also declare that I have read, understand, and accept this contract.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

If you find this proposal acceptable, please sign where indicated above in Section IV, and return one signed copy to this office. Payment terms are **NET30 of receipt of invoice**. This proposal is valid until 60 days per business terms.

We very much appreciate the opportunity of submitting this proposal and look forward to performing these services for you.

Sincerely,

Colliers Engineering & Design, Inc.



Chris Otto, P.E., C.F.M.

Regional Discipline Leader – Municipal  
Bryan, Texas

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rive Pavement Reconstruction Proposal.docx

Attachment A1

Task Order:

<b>SUMMARY:</b>			
<b>PROJECT NAME:</b>	Pflugerville - Parkway Drive		
<b>Vendor NAME:</b>	KFW dba Colliers Engineering & Design		
<b>CLIENT NAME:</b>	City of Pflugerville		
<b>PAYMENT SOURCE:</b>	Professional Services Agreement		
<b>Task NO.</b>	<b>Task Description</b>	<b>Hours</b>	<b>Costs</b>
1	Survey	256	\$ 39,680
2	Geotechnical	44	\$ 7,370
3	Transportation	0	\$ -
4	Engineering Services	1138	\$ 201,280
5	Environmental	62	\$ 7,540
<b>Subtotal</b>		1499.5	\$ 255,870
	Expenses		\$ 5,000
	Sub-Consultant (Cost+10%)		\$ 9,126
<b>TOTAL</b>			\$ 269,996

Vendor hereby certifies that the above estimate of hours and cost is made in good faith and is intended to cover the cost of performing the Tasks identified above in a timely manner within the agreed schedule:



Date: 5 / 31 / 24

Vendor Representative



**Project Name:**  
City of Pflugerville  
Parkway Drive Street Improvements



Month	June				July			August			September			October			November			December			January													
	7	14	21	28	5	15	19	26	2	9	16	23	30	6	13	20	27	4	11	18	25	1	8	15	22	29	6	13	20	27	3	10	17	24	31	
Week																																				
Survey & SUE																																				
Geotechnical																																				
Environmental																																				
Schematic Design																																				
City Review																																				
Design Submittal																																				
City Review																																				
PS&E Design																																				
Bid Phase																																				



## COST ESTIMATE

**From:** Randall Cutter  
 Innovative Environmental Technologies  
 2701-A Ludelle St.  
 Fort Worth, TX 761056  
 Ph./Fax: 214-382-9005 / 828-228-1695  
 Email: [randallcutter@iet-inc.net](mailto:randallcutter@iet-inc.net)

**To:** Bobby Lehmann  
 Colliers Engineering  
 3421 Paesanos Parkway  
 San Antonio, TX 78231  
  
[bobby.lehmann@collierseng.com](mailto:bobby.lehmann@collierseng.com)

**Date:** Thursday, April 25, 2024

**Project:** Parkway Dr.  
**Location:** Pflugerville, TX  
**GPS Coordinates:**

**Proposal No.:** 1461.0424

Project#

*Scope: 7 borings to 15' Continuous SPT sampling for the first 10 ft. Total 105'.*

Work Description:	Quantity	Price	Total
<b>Truck rig</b>			
Mobe / Demob Rig	1	\$ 1,445.00	\$1,445.00
Rig Mobilization fuel surcharge (each)	1	\$ 227.59	\$227.59
<b>Auger borings with 5' center split spoons</b>			
0' - 40' (per foot) (split spoons included in top 5')	105	\$ 15.00	\$1,575.00
40' - 80' (per foot)		\$ 16.00	\$0.00
Shelby Tubes, 3" by 30" (thin wall non extracted w/wax & caps)	7	\$ 115.00	\$805.00
TCP/SPT 0' - 40' (ea)	14	\$ 20.00	\$280.00
Concrete/Asphalt Coring (each)	7	\$ 75.00	\$525.00
Concrete/Asphalt patch (each)	7	\$ 35.00	\$245.00
Crew Per Diem, 2 Man Crew (per day)	1	\$ 500.00	\$500.00
Hole Plug (per bag)		\$ 22.00	\$0.00
<b>Subtotal</b>			<b>\$5,602.59</b>
<b>Estimated Total: (quantities are estimated, invoice would reflect actual usage)</b>			
<b>Contingency</b>			
Workers comp Waiver of Subrogation (per year)		\$250.00	as needed
Out of scope Activities, Difficult Access, Standby time, site training (hr.)		\$250.00	as needed

*IET is not responsible for any drilling permits.*

*IET is not responsible for any utility or obstacle locating.*

Thank you very much for considering IET for this project. A complete statement of our qualifications, including experience and projects, is available for your review on our websites ([iet-inc.net](http://iet-inc.net)).

Please contact me with any questions.

Respectfully Submitted,  
 Innovative Environmental Tech

*Randall Cutter*

Randall Cutter  
 Operations Manager





# GEOTECHNICAL TESTING SERVICES

A TRI ENVIRONMENTAL COMPANY

## 2023 FEE SCHEDULE

Ben Schultz - Laboratory Manager

bschultz@gts-labs.com

412-771-5340

Effective: 4/21/2023

Authorization to proceed and/or acceptance of TRI testing results indicates Client acceptance to payment terms of Net 30 unless the payment terms were already specified in a Master Services Agreement that covers this engagement.

SOIL CLASSIFICATION		
Water Content	\$20	ASTM D2216 / AASHTO T265
Atterberg Limits (Liquid & Plastic)	\$70	ASTM D4318 / AASHTO T89 & T90
Sieve Analysis	\$65	ASTM D6913
% Passing #200 Sieve Only	\$45	ASTM D1140
Hydrometer	\$70	ASTM D7928
Particle Size Analysis (Sieve and Hydrometer)	\$135	ASTM D422 / AASHTO T88
USCS Classification (Sieve and Atterberg Included)	\$135	ASTM D2487
USDA Classification (Sieve and Hydrometer Included)	\$135	USDA
Specific Gravity	\$75	ASTM D854 / AASHTO T100
Loss On Ignition	\$55	ASTM D2974 / AASHTO T267
Water Displacement Method (Wax Density)	\$75	ASTM D7263 "A"
Lab Determination of Density (Unit Weight)	\$55	ASTM D7263 "B"
SOIL COMPACTION		
Standard Proctor	\$150	ASTM D698 / AASHTO T99
Standard Proctor - 1 Point	\$60	ASTM D698 / AASHTO T99
Modified Proctor	\$175	ASTM D1557 / AASHTO T180
Modified Proctor - 1 Point	\$70	ASTM D1557 / AASHTO T180
Oversize Rock Correction	\$55	ASTM D4718
PADOT Proctor (Oversize Material Replacement)	\$150	PTM 106
Cement Amended Proctor (Std or Mod)	\$200	ASTM D558 / AASHTO T134
Lime Amended Proctor (Std or Mod)	\$250	Industry Practice
Relative Density (Minimum & Maximum)	\$400	ASTM D4254 / ASTM D4253
SOIL SHEAR		
California Bearing Ratio - 1 Point	\$200	ASTM D1883 / AASHTO T193
California Bearing Ratio - 3 Points	\$600	ASTM D1883 / AASHTO T193
California Bearing Ratio - 1 Point (Cement Amended)	\$250	ASTM D1883 mod / AASHTO T193 mod
Direct Shear (Remolded - Bulk Sample)	\$450 ASTM / \$500 AASHTO	ASTM D3080 / AASHTO T236
Direct Shear (Remolded - Split Spoon Samples)	\$600 ASTM / \$650 AASHTO	ASTM D3080 / AASHTO T236
Direct Shear (Intact)	\$425 ASTM / \$475 AASHTO	ASTM D3080 / AASHTO T236
Residual Direct Shear (Remolded)	\$1,175	ACOE IXA (ASTM Shear Speed)
Residual Direct Shear (Intact)	\$1,100	ACOE IXA (ASTM Shear Speed)
Residual Direct Shear (Remolded)	\$1,675	ACOE IXA
Residual Direct Shear (Intact)	\$1,600	ACOE IXA
UC - Unconfined Compressive Strength - 1 Point (Remolded)	\$125	ASTM D2166 / AASHTO T208
UC - Unconfined Compressive Strength - 1 Point (Intact)	\$100	ASTM D2166 / AASHTO T208
UC Cement Amended - Unconfined Compressive Strength - 3 Points (Per Percentage)	\$325	ASTM D1632 / D1633 mod
UC Lime Amended - Unconfined Compressive Strength - 3 Points (Per Percentage)	\$525	Industry Practice
UU - Unconsolidated Undrained Triaxial - 1 Point (Remolded)	\$225	ASTM D2850 / AASHTO T296
UU - Unconsolidated Undrained Triaxial - 1 Point (Intact)	\$125	ASTM D2850 / AASHTO T296
CU Triaxial with P.P. Measurements - 3 Points (Remolded)	\$1,350	ASTM D4767
CU Triaxial with P.P. Measurements - 3 Points (Intact)	\$1,200	ASTM D4767
SOIL PERMEABILITY		
Flex Wall Permeability (Hydraulic Conductivity) (Remolded)	\$350	ASTM D5084
Flex Wall Permeability (Hydraulic Conductivity) (Intact)	\$300	ASTM D5084
SOIL CONSOLIDATION / SWELL		
Consolidation - Remolded (24hr)	\$1,050	ASTM D2435 "A" / AASHTO T216 "A"
Consolidation - Intact (24hr)	\$900	ASTM D2435 "A" / AASHTO T216 "A"
Consolidation - Remolded (100% Primary)	\$725	ASTM D2435 "B" / AASHTO T216 "B"
Consolidation - Intact (100% Primary)	\$450	ASTM D2435 "B" / AASHTO T216 "B"
One-Dimensional Swell or Collapse - 4 points	\$1,000	ASTM D4546 "A"
One-Dimensional Swell or Collapse - 1 point	\$225	ASTM D4546 "B"
One-Dimensional Swell or Collapse - 1 point with D2435	\$500	ASTM D4546 "C"
Expansion Index	\$450	ASTM D4829
THERMAL RESISTIVITY		
Single Point Test	\$150	ASTM D5334
Multi-Point Test with Dry Out Curve	\$750	ASTM D5334
SOIL CORROSION		
Resistivity	\$160	ASTM G187 / AASHTO T288
pH	\$15	G51 / ASTM D4972 / AASHTO T289
Chloride	\$55	AASHTO T291
Sulfate	\$185 / \$55	ASTM C1580 / AASHTO T290
Sulfide	\$55	AWWA 4500, A.4C
Oxidation-Reduction Potential (ORP)	\$55	ASTM G200
Total Sulfur	\$80	ASTM D4239
Pyrite (Forms of Sulfur)	\$100	ASTM D2492



# GEOTECHNICAL TESTING SERVICES

A TRI ENVIRONMENTAL COMPANY

## 2023 FEE SCHEDULE

Ben Schultz - Laboratory Manager

bschultz@gts-labs.com

412-771-5340

Authorization to proceed and/or acceptance of TRI testing results indicates Client acceptance to payment terms of Net 30 unless the payment terms were already specified in a Master Services Agreement that covers this engagement.

Effective: 4/21/2023

WATER CORROSION		
Resistivity & Conductivity	\$135	ASTM D1125
pH	\$25	ASTM D1293
Chloride	\$75	ASTM D512
Sulfate	\$75	ASTM D516
FIRE RESISTIVE MATERIALS		
Material Density <i>(Specimens provided by Client)</i>	\$100	ASTM E605
CEMENT PRODUCTS		
Chloride Permeability - 3 Points	\$850	ASTM C1202 / AASHTO T277
Compressive Strength of Concrete	\$18 / Sample	ASTM C39
Compressive Strength of Grout	\$18 / Sample	ASTM C39 / ASTM C109
Compressive Strength of Mortar	\$18 / Sample	ASTM C109
Compressive Strength of Cores - 1 specimen	\$75	ASTM C42 / C39
Coring Fee <i>(2" bit &amp; 4" bit)</i>	\$100	Industry Practice
Density, Absorption, and Voids in Hardened Concrete	\$250	ASTM C642
AGGREGATES / GRAVEL / SAND		
Carbonate Content	\$325	ASTM D3042
Rigid Wall Permeability <i>(3" &amp; 6" Diameter)</i>	\$250	ASTM D2434
Sieve Analysis	\$105	PTM 616 / ASTM C136 / AASHTO T27
Percent Passing #200 Sieve	\$70	PTM 100 / ASTM C117 / AASHTO T11
Sodium Sulfate Soundness	\$500	PTM 510 / ASTM C88 / AASHTO T104
Magnesium Sulfate Soundness	\$500	ASTM C88 / AASHTO T104
Clay Lumps and Friable Particles in Aggregates	\$200	ASTM C142 / AASHTO T112
Los Angeles Abrasion - Small-Size Coarse Aggregate	\$400	ASTM C131 / AASHTO T96
Los Angeles Abrasion - Large-Size Coarse Aggregate	\$400	ASTM C535
Flat and Elongate Particles	\$450	ASTM D4791
Specific Gravity and Absorption - Fine	\$125	ASTM C128 / AASHTO T84
Specific Gravity and Absorption - Coarse	\$75	ASTM C127 / AASHTO T85
STEEL & BLAST FURNACE SLAG		
Bulk Density of Aggregates - Blast Only <i>(Rodding Method)</i>	\$65	ASTM C29 "A" / AASHTO T19 Sec 10
Potential Expansion of Steel Slags - 1 Point <i>(PTM Proctor not Included)</i>	\$525	PTM 130
PennDOT Proctor <i>(required for Expansion)</i>	\$150	PTM 106
GEOSYNTHETICS		
Peel & Shear Testing <i>(Some Day - 24 hours)</i>	\$50	ASTM D6392 / GRI GM19a
Peel & Shear Testing <i>(received after 5 PM or Weekends)</i>	\$65	ASTM D6392 / GRI GM19a
FLY ASH / BOTTOM ASH		
Moisture Content	\$30	ASTM C311
Sieve Analysis	\$80	ASTM C311
Hydrometer	\$85	ASTM C311
Loss on Ignition	\$70	ASTM C311
Standard Proctor	\$300	ASTM D698 / AASHTO T99
Standard Proctor - 1 Point	\$120	ASTM D698 / AASHTO T99
Modified Proctor	\$350	ASTM D1557 / AASHTO T180
Modified Proctor - 1 Point	\$140	ASTM D1557 / AASHTO T180
Rigid Wall Permeability <i>(3" &amp; 6" Diameter) bottom ash only</i>	\$350	ASTM D2434
Flex Wall Permeability <i>(Hydraulic Conductivity) fly ash only</i>	\$450	ASTM D5084
ROCK CORE		
Mohs Hardness of Rock	\$50	Industry Practice
Unconfined Compressive Strength of R.C.	\$120	ASTM D7012 "C"
Modulus of Elasticity <i>(includes UCS on companion), NQ,NX</i>	\$250	ASTM D7012 "D"
Modulus of Elasticity & Poisson's Ratio <i>(includes UCS), NQ,NX</i>	\$375	ASTM D7012 "D"
Point Load - Per Point	\$55	ASTM D5731
Point Load - 10 Points	\$325	ASTM D5731
Splitting Tensile - Per Point	\$55	ASTM D3967
Splitting Tensile - 10 Points	\$325	ASTM D3967
Slake Durability	\$200	ASTM D4644
OTHER		
Sample Pickup Mileage Round Trip <i>(after 50 miles)</i>	\$2.72	No Hourly Charge
Rush Testing Surcharge <i>(&lt;1 Week)</i>		Call
Contamination Surcharge		Call