

**PROFESSIONAL SERVICES AGREEMENT  
FOR  
LIMESTONE COMMERCIAL TO PFLUGER FARM NORTH PROJECT**

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 Kimley-Horn 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 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 Attachments A and C 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 and twenty thousand, five hundred, two dollars and twenty cents (\$220,502.20) as total compensation, to be paid to Consultant as further detailed in Attachment B.

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

4.3 Final acceptance of work products and services require written approval by City. The approval official shall be the City Manager. Payment will be made to Consultant following written approval of the final work products and services by the City Manager. City shall not be obligated or liable under this Agreement to any party, other than Consultant, for the payment of any monies or the provision of any goods or services.

#### **V. OWNERSHIP OF DOCUMENTS**

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

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

#### **VI. RECORDS RETENTION**

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

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

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

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

## **VII. TERMINATION**

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

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

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

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

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

7.4.1 Bankruptcy or selling substantially all of company's assets

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

7.4.3 Performing unsatisfactorily

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



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

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

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

City of Pflugerville

### **Insurance Requirements**

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

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

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

| Type of Insurance                                                             | Amount of Insurance                                                    | Provisions                                                                                                         |
|-------------------------------------------------------------------------------|------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------|
| Commercial (Public) Liability to include coverage for:<br>Premises/Operations | General 1,000,000 per occurrence,<br>2,000,000 general aggregate<br>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<br>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: Half Associates, Inc. and Stantec Consulting Services Inc., Any deviation from this subcontractor list, whether in the form of deletions, additions or substitutions shall be approved by City prior to the provision of any services by said subcontractor.

11.3 Any work or services approved for subcontracting hereunder shall be subcontracted only by written contract and, unless specific waiver is granted in writing by the City, shall be subject by its terms to each and every provision of this Agreement. Compliance by subcontractors with this Agreement shall be the responsibility of Consultant. City shall in no event be obligated to any third party, including any subcontractor of Consultant, for performance of services or payment of fees. Any references in this Agreement to an assignee, transferee, or subcontractor, indicate only such an entity as has been approved by the City.

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

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

## **XII. INDEPENDENT CONTRACTOR**

Consultant covenants and agrees that he or she is an independent contractor and not an officer, agent, servant or employee of City; that Consultant shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of respondent superior shall not apply as between City and Consultant, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating the relationship of employer-employee, principal-agent, partners or joint ventures between City and Consultant. The Parties hereto understand and agree that the City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the Consultant under this Agreement and that the Consultant has no authority to bind the City.

### **XIII. CONFLICT OF INTEREST**

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

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

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

### **XIV. AMENDMENTS**

Except where the terms of this Agreement expressly provide otherwise, any alterations, additions, or deletions to the terms hereof, shall be effected by amendment, in writing, executed by both City and Consultant, and, if applicable, subject to formal approval by the City Council.

### **XV. SEVERABILITY**

If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Charter, City Code, or ordinances of the City of Pflugerville, Texas, then and in that event it is the intention of the Parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Agreement shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein; it is also the intention of the Parties hereto that in lieu of each clause or provision of this Agreement that is invalid, illegal,

or unenforceable, there be added as a part of the Agreement a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

#### **XVI. LICENSES/CERTIFICATIONS**

Consultant warrants and certifies that Consultant and any other person designated to provide services hereunder has the requisite training, license and/or certification to provide said services, and meets all competence standards promulgated by all other authoritative bodies, as applicable to the services provided herein.

#### **XVII. COMPLIANCE**

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

#### **XVIII. NONWAIVER OF PERFORMANCE**

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

#### **XIX. LAW APPLICABLE**

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

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

#### **XX. LEGAL AUTHORITY**

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

## **XXI. PARTIES BOUND**

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

## **XXII. CAPTIONS**

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

## **XXIII. INCORPORATION OF EXHIBITS**

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

Attachment “A” - Scope of Services, including Project Description/Scope of Services; Attachment “B” - Fee Summary for Professional Services and Attachment “C” - 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**

**KIMLEY-HORN AND ASSOCIATES,  
INC.**

\_\_\_\_\_  
(Signature)

  
\_\_\_\_\_  
(Signature)

Printed Name: Sereniah Breland

Printed Name: Trey Neal

Title: City Manager

Title: Vice President

Date: \_\_\_\_\_

Date: 10/7/2024

APPROVED AS TO FORM:

  
\_\_\_\_\_

Charles E. Zech

City Attorney

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

## **ATTACHMENT A SCOPE OF SERVICES**

### **PROJECT UNDERSTANDING**

Kimley-Horn (the “Engineer”) will be responsible for the preliminary engineering for the Town Center Drive Extension project. The Project generally consists of preliminary design and analysis for the Abbeyglen Castle Dr extension to Limestone Commercial and the intersection reconstruction of Abbeyglen Castle Dr & Limestone Commercial.

### **SERVICES TO BE PROVIDED BY THE ENGINEER**

The Engineer’s Services consist of the services specifically described below including the specific engineering services to be performed through the following consulting disciplines as subcontractors to the Engineer:

- (1) Halff Associates, Inc – Survey, ROW, SUE
- (2) Stantec Consulting Services Inc. – Environmental Documentation

### **TASK 1 – PROJECT MANAGEMENT**

The Engineer will:

- 1.1. Perform general administrative duties associated with the Project, to include monitoring/reporting, scheduling, general correspondence, office administration, and invoicing.
- 1.2. The Engineer will prepare and submit monthly status updates with updated schedule and invoices to the City for review and approval. The Engineer will prepare weekly progress updates.
- 1.3. The Engineer will lead project kickoff meeting with the City.
- 1.4. The Engineer will perform virtual monthly coordination Teams meetings with City estimated at one (1) hour each.
- 1.5. The Engineer will attend up to five project status meetings with the City and adjacent Developers. Meetings anticipated to be virtual.
- 1.6. The Engineer will attend one City Council meeting.
- 1.7. The Engineer will prepare Meeting Minutes for project and status meetings

### **TASK 2 – SURVEY AND RIGHT-OF-WAY DATA**

The Engineer will perform the following for the Abbeyglen Castle Dr Extension:

- 2.1. Topographic survey and right-of-way survey will be provided via a subconsultant (Halff) and the detailed scope of services for this work is provided in the proposal from Halff Associates, Inc dated July 10, 2024 and included in this supplemental.
- 2.2. Coordinate with subconsultant

- 2.3. Perform QA/QC of survey deliverables

### **TASK 3 - SUBSURFACE UTILITY ENGINEERING/UTILITY COORDINATION**

The Engineer will perform the following for the Abbeyglan Castle Dr Extension:

- 3.1. Subsurface Utility Engineering services will be provided via a subconsultant (Halff) and the detailed scope of services for this work is provided in the proposal from Halff Associates, Inc dated July 10, 2024 and included in this supplemental.
- 3.2. Coordinate with subconsultant
- 3.3. Perform QA/QC of survey deliverables
- 3.4. Attend an initial utility coordination meeting with all utility owners within corridor to notify owners of project and begin coordination of potential conflicts and resolutions. Prepare and distribute minutes from the utility coordination meeting.
- 3.5. Attend up to three (3) coordination meetings with individual utility owners to facilitate additional coordination of utility adjustments, conflict resolutions, and utility agreements.
- 3.6. Prepare utility conflict matrix which identifies utilities that conflict with proposed construction.

### **TASK 4 – ENVIRONMENTAL ASSESSMENT**

This task consists of preparation of an amendment to the previously submitted environmental technical memorandum to expand the environmentally studied area to include the Abbeyglan Castle Dr Extension. The Engineer will perform the following for the Abbeyglan Castle Dr Extension:

- 4.1. Environmental Assessment services will be provided via a subconsultant (Stantec) and the detailed scope of services for this work is provided in the proposal from Stantec dated July 1, 2024 and included in this supplemental.
- 4.2. Coordinate with subconsultant
- 4.3. Perform QA/QC of survey deliverables

### **TASK 5 – PRELIMINARY 30% SCHEMATIC DESIGN**

This task consists of preparing conceptual schematic for the Abbeyglan Castle Dr Extension.

The Engineer will:

- 5.1. Obtain and review available record drawings, aerial photography, and any site development plans under review by the City.
- 5.2. Perform a site visit to evaluate site and traffic characteristics, topography, utilities, and potential environmental issues.
- 5.3. Design vertical profile utilizing Microstation V8 and Geopak roadway design software.
- 5.4. Prepare preliminary horizontal roadway geometrics



- 5.5. Prepare existing and proposed typical sections
- 5.6. Prepare preliminary cross sections at a spacing no less than 100 feet and at driveways and intersections. These cross-sections will show pavement and subgrade, right-of-way limits, side slopes, pavement cross-slopes, curbs, and sidewalks.
- 5.7. Prepare one 30% OPCC
- 5.8. Prepare one 30% Preliminary Design Schematic roll plot. The preliminary design schematic will be limited to existing topography and utilities, horizontal alignments, vertical profile design, intersection horizontal alignments and profiles (where applicable), identified easements, roadway typical sections, existing and proposed right-of-way, existing and proposed pavement edges, proposed sidewalks, proposed lane striping, and proposed detention facilities.
- 5.9. The Engineer will perform Quality Control/Quality Assurance on each deliverable.
- 5.10. Attend up to one (1) Design Review meetings for the 30% schematic roll plot. Prepare meeting minutes and distribute to project attendees. Prepare comment responses for comments received during design review submittals.

The Engineer will provide the following deliverables during this task:

- One (1) electronic copy of the 30% Preliminary Design Schematic roll plots at a scale of 1 inch = 50 feet
- One (1) electronic copy of the 30% Cross Sections
- One (1) electronic copy of Opinions of Probable Construction Cost for 30% Preliminary Design Schematic

## **TASK 6 – DRAINAGE STUDY AND REPORT**

The Engineer will:

- 6.1. Establish Baseline (Existing) Conditions of Terrain: merge field survey with LiDAR for seamless terrain model
- 6.2. Establish Baseline (Existing) Conditions of Hydrology: define methodology, delineate basin, determine parameters, estimate existing and future urbanized land use conditions.
- 6.3. Prepare Proposed Conditions (with project) of Hydrology: Design Criteria: establish design frequency for design
- 6.4. Prepare a Preliminary Drainage Design Report for Hydrology & Hydraulics

The Engineer will provide the following deliverables during this task:

- Two (2) hard copies and one (1) electronic copy of the Preliminary Drainage Design Report summarizing H&H modeling and including exhibits described above

## **TASK 7 –TRAFFIC ENGINEERING**

The Engineer will:

- 7.1. Implement Intersection Control Evaluation (ICE) guidelines to evaluate roundabout and stop controlled intersection alternative for the intersection of Limestone

Commercial and the Abbeyglen Castle Dr extension; and identify preferred alternative for intersection control.

- 7.2. Prepare technical memorandum summarizing ICE findings
- 7.3. Prepare a roundabout concept footprint identifying horizontal alignment, circle size and alignment of approaches to identify needed right-of-way. The Engineer will perform design checks consisting of geometric speed assessment and space for trucks.

The following services are not included in this Agreement at present and are specifically considered to be additional services:

- a. Continuous illumination design along Abbeyglen Castle Dr
- b. Detention design along Abbeyglen Castle Dr
- c. PS&E
- d. Bidding Phase
- e. Construction Phase
- f. Formal coordination with the USFWS
- g. Threatened and endangered species presence/absence surveys
- h. Section 6(f) or 4(f) analysis
- i. Historic survey
- j. Geologic Assessment
- k. Hazardous Materials Phase I or II analysis
- l. USACE Pre-Construction Notification or Individual Permit preparation
- m. Archeological survey, monitoring, or mechanical excavation of backhoe trenches.

## ATTACHMENT B

**Project Name:** Town Center Drive Extension  
**Prepared By:** Kimley-Horn and Associates, Inc.

| Task #<br>Subtask<br>Number | Task Name<br>Subtask Name/Description                      | Assumptions       | Direct Labor (Person-Hours) |                     |         |         |        |                       |          | Labor<br>Total<br>(hours) | Misc.<br>Direct<br>Expense<br>(\$) |
|-----------------------------|------------------------------------------------------------|-------------------|-----------------------------|---------------------|---------|---------|--------|-----------------------|----------|---------------------------|------------------------------------|
|                             |                                                            |                   | Senior<br>Prof<br>II        | Senior<br>Prof<br>I | Prof    | Analyst | CADD   | Project<br>Controller | Admin    |                           |                                    |
|                             |                                                            |                   | \$325.00                    | 265.00              | 225.00  | 185.00  | 140.00 | 125.00                | \$110.00 |                           |                                    |
| <b>1</b>                    | <b>Project Management</b>                                  |                   |                             |                     |         |         |        |                       |          |                           |                                    |
| 1.1                         | General Administration and Schedule Maintenance            | Assume 6 months   |                             | 6                   |         | 6       |        |                       | 6        | 18                        |                                    |
| 1.2                         | Invoicing and Progress Reports                             | Assume 6 months   |                             | 6                   |         | 6       |        | 6                     |          | 18                        |                                    |
| 1.3                         | Kickoff Meeting                                            |                   |                             | 2                   | 2       |         |        |                       |          | 4                         |                                    |
| 1.4                         | Monthly Meeting                                            | Assume 6 months   |                             | 6                   | 6       | 6       |        |                       |          | 18                        |                                    |
| 1.5                         | City & Developer Status Meeting                            | Up to 5 meetings  | 5                           | 10                  | 10      |         |        |                       |          | 25                        |                                    |
| 1.6                         | City Council Meetings                                      | 1 meeting         |                             | 4                   | 4       |         |        |                       |          | 8                         |                                    |
| 1.7                         | Preparation of Meeting Minutes                             | Up to 12 meetings |                             |                     | 12      |         |        |                       |          | 12                        |                                    |
|                             |                                                            |                   |                             |                     |         |         |        |                       |          | 0                         |                                    |
|                             | <b>Task Total (Hours)</b>                                  |                   | 5                           | 34                  | 34      | 18      | 0      | 6                     | 6        | 103                       |                                    |
|                             | <b>Task Total (Dollars)</b>                                |                   | \$1,625                     | \$9,010             | \$7,650 | \$3,330 | \$0    | \$750                 | \$660    | <b>\$23,025.00</b>        | <b>\$0.00</b>                      |
| <b>2</b>                    | <b>Survey and ROW Data</b>                                 |                   |                             |                     |         |         |        |                       |          |                           |                                    |
| 2.1                         | Half Fee                                                   |                   |                             |                     |         |         |        |                       |          | 0                         | \$46,120.00                        |
|                             | 5% sub mark up                                             |                   |                             |                     |         |         |        |                       |          | 0                         | \$2,306.00                         |
| 2.2                         | Coordination with sub                                      |                   |                             | 2                   | 4       |         |        |                       |          | 6                         |                                    |
| 2.3                         | QC/QA                                                      |                   |                             | 4                   | 4       |         |        |                       |          | 8                         |                                    |
|                             |                                                            |                   |                             |                     |         |         |        |                       |          | 0                         |                                    |
|                             | <b>Task Total (Hours)</b>                                  |                   | 0                           | 6                   | 8       | 0       | 0      | 0                     | 0        | 14                        |                                    |
|                             | <b>Task Total (Dollars)</b>                                |                   | \$0                         | \$1,590             | \$1,800 | \$0     | \$0    | \$0                   | \$0      | <b>\$3,390.00</b>         | <b>\$48,426.00</b>                 |
| <b>3</b>                    | <b>Subsurface Utility Engineering/Utility Coordination</b> |                   |                             |                     |         |         |        |                       |          |                           |                                    |
| 3.1                         | Half Fee                                                   |                   |                             |                     |         |         |        |                       |          | 0                         | \$43,116.00                        |
|                             | 5% sub mark up                                             |                   |                             |                     |         |         |        |                       |          | 0                         | \$2,155.80                         |
| 3.2                         | Coordination with sub                                      |                   |                             | 2                   | 4       |         |        |                       |          | 6                         |                                    |
| 3.3                         | QC/QA                                                      |                   |                             | 4                   | 4       |         |        |                       |          | 8                         |                                    |
| 3.4                         | Utility kickoff meeting                                    |                   |                             | 2                   | 2       | 2       |        |                       |          | 6                         |                                    |
| 3.5                         | Utility coord meetings                                     | 3 meetings        |                             | 6                   | 6       | 6       |        |                       |          | 18                        |                                    |
| 3.6                         | Utility Conflict Matrix                                    |                   |                             | 1                   | 6       | 12      |        |                       |          | 19                        |                                    |
|                             |                                                            |                   |                             |                     |         |         |        |                       |          | 0                         |                                    |
|                             | <b>Task Total (Hours)</b>                                  |                   | 0                           | 15                  | 22      | 20      | 0      | 0                     | 0        | 57                        |                                    |
|                             | <b>Task Total (Dollars)</b>                                |                   | \$0                         | \$3,975             | \$4,950 | \$3,700 | \$0    | \$0                   | \$0      | <b>\$12,625.00</b>        | <b>\$ 45,271.80</b>                |
| <b>4</b>                    | <b>Environmental Assessment</b>                            |                   |                             |                     |         |         |        |                       |          |                           |                                    |
| 4.1                         | Stantec Fee                                                |                   |                             |                     |         |         |        |                       |          | 0                         | \$12,618.00                        |
|                             | 5% sub mark up                                             |                   |                             |                     |         |         |        |                       |          | 0                         | \$630.90                           |
| 4.2                         | Subconsultant coordination                                 |                   |                             |                     | 2       |         |        |                       |          | 2                         |                                    |
| 4.3                         | QA/QC of CE Documents                                      |                   |                             | 4                   | 4       |         |        |                       |          | 8                         |                                    |
|                             |                                                            |                   |                             |                     |         |         |        |                       |          | 0                         |                                    |
|                             | <b>Task Total (Hours)</b>                                  |                   | 0                           | 4                   | 6       | 0       | 0      | 0                     | 0        | 10                        |                                    |
|                             | <b>Task Total (Dollars)</b>                                |                   | \$0                         | \$1,060             | \$1,350 | \$0     | \$0    | \$0                   | \$0      | <b>\$2,410.00</b>         | <b>\$13,248.90</b>                 |

## ATTACHMENT B

**Project Name:** Town Center Drive Extension  
**Prepared By:** Kimley-Horn and Associates, Inc.

| Task #<br>Subtask<br>Number | Task Name<br>Subtask Name/Description       | Assumptions                                  | Direct Labor (Person-Hours) |                     |          |          |         |                       |          | Labor<br>Total<br>(hours) | Misc.<br>Direct<br>Expense<br>(\$) |
|-----------------------------|---------------------------------------------|----------------------------------------------|-----------------------------|---------------------|----------|----------|---------|-----------------------|----------|---------------------------|------------------------------------|
|                             |                                             |                                              | Senior<br>Prof<br>II        | Senior<br>Prof<br>I | Prof     | Analyst  | CADD    | Project<br>Controller | Admin    |                           |                                    |
|                             |                                             |                                              | \$325.00                    | 265.00              | 225.00   | 185.00   | 140.00  | 125.00                | \$110.00 |                           |                                    |
| <b>6</b>                    | <b>Preliminary 30% Schematic Design</b>     |                                              |                             |                     |          |          |         |                       |          |                           |                                    |
| 6.1                         | Data Collection and review                  |                                              |                             | 2                   | 2        |          |         |                       |          | 4                         |                                    |
| 6.2                         | Site Visit                                  |                                              | 4                           | 4                   |          |          |         |                       |          | 8                         |                                    |
| 6.3                         | Design Vertical Profiles                    |                                              | 1                           | 2                   | 8        |          |         |                       |          | 11                        |                                    |
| 6.4                         | Horizontal Geometrics for Schematic         |                                              | 2                           | 8                   | 16       |          |         |                       |          | 26                        |                                    |
| 6.5                         | Typical Sections                            |                                              | 1                           | 2                   | 4        |          |         |                       |          | 7                         |                                    |
| 6.6                         | Develop Prelim 30% Cross Sections and Model |                                              | 4                           | 24                  | 12       |          |         |                       |          | 40                        |                                    |
| 6.7                         | Develop Prelim 30% OPCC                     |                                              | 1                           | 2                   | 6        |          |         |                       |          | 9                         |                                    |
| 6.8                         | Prepare 30% Schematic Roll Plot             |                                              | 2                           | 6                   | 12       | 24       |         |                       |          | 44                        |                                    |
| 6.9                         | QA/QC of 30% Submittal                      |                                              | 6                           | 6                   |          |          |         |                       |          | 12                        |                                    |
| 6.10                        | 30% Review Meeting and Comment Responses    |                                              |                             | 4                   | 4        |          |         |                       |          | 8                         |                                    |
|                             |                                             |                                              |                             |                     |          |          |         |                       |          | 0                         |                                    |
|                             | <b>Task Total (Hours)</b>                   |                                              | 6                           | 25                  | 54       | 60       | 24      | 0                     | 0        | 169                       |                                    |
|                             | <b>Task Total (Dollars)</b>                 |                                              | \$1,950                     | \$6,625             | \$12,150 | \$11,100 | \$3,360 | \$0                   | \$0      | \$35,185.00               | \$0.00                             |
| <b>7</b>                    | <b>Drainage Study and Report</b>            |                                              |                             |                     |          |          |         |                       |          |                           |                                    |
| 7.1                         | Generate Existing Terrain                   |                                              |                             | 1                   | 2        | 4        |         |                       |          | 7                         |                                    |
| 7.2                         | Existing Hydrology                          |                                              |                             | 2                   | 4        | 12       |         |                       |          | 18                        |                                    |
| 7.3                         | Proposed Hydrology                          |                                              |                             | 2                   | 8        | 16       |         |                       |          | 26                        |                                    |
| 7.6                         | Drainage Report                             |                                              | 2                           | 4                   | 6        | 16       |         |                       |          | 28                        |                                    |
|                             |                                             |                                              |                             |                     |          |          |         |                       |          | 0                         |                                    |
|                             | <b>Task Total (Hours)</b>                   |                                              | 2                           | 9                   | 20       | 48       | 0       | 0                     | 0        | 79                        |                                    |
|                             | <b>Task Total (Dollars)</b>                 |                                              | \$650                       | \$2,385             | \$4,500  | \$8,880  | \$0     | \$0                   | \$0      | \$16,415.00               | \$0.00                             |
| <b>10</b>                   | <b>Traffic</b>                              |                                              |                             |                     |          |          |         |                       |          |                           |                                    |
| 10.2                        | ICE analysis                                | Abbeyglen Castle Dr                          | 2                           | 2                   | 12       | 16       |         |                       |          | 32                        |                                    |
| 10.3                        | ICE memo                                    | Abbeyglen Castle Dr                          | 2                           | 2                   | 6        | 12       |         |                       |          | 22                        |                                    |
| 10.4                        | Roundabout concept design                   | Abbeyglen Castle Dr                          | 2                           | 4                   | 12       | 24       |         |                       |          | 42                        |                                    |
|                             |                                             |                                              |                             |                     |          |          |         |                       |          | 0                         |                                    |
|                             | <b>Task Total (Hours)</b>                   |                                              | 6                           | 8                   | 30       | 52       | 0       | 0                     | 0        | 96                        |                                    |
|                             | <b>Task Total (Dollars)</b>                 |                                              | \$1,950                     | \$2,120             | \$6,750  | \$9,620  | \$0     | \$0                   | \$0      | \$20,440.00               | \$0.00                             |
|                             | <b>Reimbursable Expenses</b>                |                                              |                             |                     |          |          |         |                       |          |                           |                                    |
|                             | Mileage                                     | meetings, site visits (100 miles at \$0.655) |                             |                     |          |          |         |                       |          |                           | \$65.50                            |
|                             |                                             |                                              |                             |                     |          |          |         |                       |          |                           |                                    |
|                             | <b>Task Total (Dollars)</b>                 |                                              |                             |                     |          |          |         |                       |          |                           | \$65.50                            |
|                             | <b>KIMLEY-HORN TOTAL (Hours)</b>            |                                              | 19                          | 86                  | 152      | 178      | 24      | 6                     | 6        | 471                       |                                    |
|                             | <b>KIMLEY-HORN TOTAL (Dollars)</b>          |                                              | \$6,175                     | \$26,765            | \$39,150 | \$36,630 | \$3,360 | \$750                 | \$660    | \$113,490.00              |                                    |
|                             | <b>SUBCONSULTANT (Half)</b>                 |                                              |                             |                     |          |          |         |                       |          | \$89,236.00               |                                    |
|                             | <b>SUBCONSULTANT (Stantec)</b>              |                                              |                             |                     |          |          |         |                       |          | \$12,618.00               |                                    |
|                             | <b>REIUMBURSABLE EXPENSES (KH)</b>          |                                              |                             |                     |          |          |         |                       |          | \$65.50                   |                                    |
|                             | <b>Prime Provider Mark Up</b>               |                                              |                             |                     |          |          |         |                       |          | \$5,092.70                |                                    |
|                             | <b>GRAND TOTAL</b>                          |                                              |                             |                     |          |          |         |                       |          | \$220,502.20              |                                    |

Town Center Drive Extension  
Project Development Schedule

| ID | Task Name                         | Duration | Start        | Finish       | Predecessors | October<br>Oct | November<br>Nov | December<br>Dec | January<br>Jan | February<br>Feb | March<br>Mar | April<br>Apr | May<br>May | June<br>Jun | July<br>Jul |
|----|-----------------------------------|----------|--------------|--------------|--------------|----------------|-----------------|-----------------|----------------|-----------------|--------------|--------------|------------|-------------|-------------|
| 1  | Town Center Drive Extension       | 191 days | Tue 10/22/24 | Thu 7/31/25  |              | [Summary bar]  |                 |                 |                |                 |              |              |            |             |             |
| 2  | Preliminary Design Phase          | 131 days | Tue 10/22/24 | Tue 5/6/25   |              | [Summary bar]  |                 |                 |                |                 |              |              |            |             |             |
| 3  | Council Approval of PSA (assumed) | 1 day    | Tue 10/22/24 | Tue 10/22/24 |              | 10/22          |                 |                 |                |                 |              |              |            |             |             |
| 4  | NTP                               | 5 days   | Wed 10/23/24 | Tue 10/29/24 | 3            |                |                 |                 |                |                 |              |              |            |             |             |
| 5  | Subconsultant Coordination        | 5 days   | Wed 10/30/24 | Tue 11/5/24  | 4            |                |                 |                 |                |                 |              |              |            |             |             |
| 6  | Data Collection and ROE           | 15 days  | Wed 11/6/24  | Tue 11/26/24 | 5            |                |                 |                 |                |                 |              |              |            |             |             |
| 7  | Boundary Survey and Deed Research | 30 days  | Wed 11/6/24  | Fri 12/20/24 | 5            |                |                 |                 |                |                 |              |              |            |             |             |
| 8  | Topographic Survey and QLB SUE    | 30 days  | Wed 11/6/24  | Fri 12/20/24 | 5            |                |                 |                 |                |                 |              |              |            |             |             |
| 9  | Intersection Control Evaluation   | 30 days  | Mon 12/2/24  | Tue 1/21/25  | 8FS-15 days  |                |                 |                 |                |                 |              |              |            |             |             |
| 10 | City Review ICE                   | 10 days  | Wed 1/22/25  | Tue 2/4/25   | 9            |                |                 |                 |                |                 |              |              |            |             |             |
| 11 | ICE Comment Resolution            | 10 days  | Wed 2/5/25   | Tue 2/18/25  | 10           |                |                 |                 |                |                 |              |              |            |             |             |
| 12 | Prepare 30% Schematic             | 35 days  | Wed 2/19/25  | Tue 4/8/25   | 11           |                |                 |                 |                |                 |              |              |            |             |             |
| 13 | City Review 30% Schematic         | 10 days  | Wed 4/9/25   | Tue 4/22/25  | 12           |                |                 |                 |                |                 |              |              |            |             |             |
| 14 | 30% Comment Resolution            | 10 days  | Wed 4/23/25  | Tue 5/6/25   | 13           |                |                 |                 |                |                 |              |              |            |             |             |
| 15 |                                   |          |              |              |              |                |                 |                 |                |                 |              |              |            |             |             |
| 16 | Environmental                     | 60 days  | Wed 5/7/25   | Thu 7/31/25  |              |                |                 |                 |                |                 |              |              |            |             |             |
| 17 | Prepare tech memo amendment       | 35 days  | Wed 5/7/25   | Wed 6/25/25  | 14           |                |                 |                 |                |                 |              |              |            |             |             |
| 18 | City review tech memo amendment   | 10 days  | Thu 6/26/25  | Thu 7/10/25  | 17           |                |                 |                 |                |                 |              |              |            |             |             |
| 19 | Update tech memo amendment        | 15 days  | Fri 7/11/25  | Thu 7/31/25  | 18           |                |                 |                 |                |                 |              |              |            |             |             |
| 20 |                                   |          |              |              |              |                |                 |                 |                |                 |              |              |            |             |             |
| 21 | Utilities                         | 85 days  | Mon 12/30/24 | Tue 4/29/25  |              |                |                 |                 |                |                 |              |              |            |             |             |
| 22 | Utility Conflict Analysis         | 40 days  | Mon 12/30/24 | Tue 2/25/25  | 8            |                |                 |                 |                |                 |              |              |            |             |             |
| 23 | Utility Coordination              | 45 days  | Wed 2/26/25  | Tue 4/29/25  | 22           |                |                 |                 |                |                 |              |              |            |             |             |

Date: Tue 9/17/24

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



July 10, 2024

**Abbeyglen Castle Dr.**  
**Specific Work To Be Performed**

**DESIGN SURVEY**

The Surveyor shall conduct topographic mapping within the proposed corridor.

The mapping shall include, general topography such as tops and toes of slopes, ditch tops and bottoms, grade breaks, edge of pavement, crown of pavement structure, as well as all visible surface appurtenances such as power poles, guy anchors, overhead electric line crossings, telephone pedestals and cabinets, pipeline signs and vents, valves, manholes, roadway signs including text and inscription, mailboxes, private driveways, turnouts, intersecting graded roads, fences and drainage structures to include headwalls, wingwalls, safety end treatments, flowlines, apron and rip-rap.

The 2D Microstation DGN shall label the utility appurtenances within the existing ROW with the ownership information as collected in the field.

Elevations for any overhead utilities crossing the roadways will be collected at the sag point and at the pole point on either side. Digital Terrain Model (DTM) breakline will be suitable for producing 1 foot contours.

The culvert dimensions, number of barrels and material shall be noted for each drainage structure. The Surveyor shall include pictures of all drainage structures showing dimensions and labels of all culverts.

**Design Surveys**

Design Surveys include performance of surveys associated with the gathering of survey data for topography, cross-sections, and other related work in order to design a project, or during layout and staking of projects for construction.

1. PURPOSE

The purpose of a design survey is to provide field data in support of transportation systems design.

2. DEFINITIONS

A design survey is defined as the combined performance of research, field work, analysis, computation, and documentation necessary to provide detailed topographic (3-dimensional) mapping of a project site. A design survey may include, but need not be limited to locating existing right-of-way, cross-sections or data to create cross-sections and Digital Terrain Models (DTM), horizontal and vertical location of utilities and improvements, detailing of bridges and other structures, review of right-of-way maps, establishing control points, etc.

3. TASKS TO BE COMPLETED

a. Design Surveys

The Surveyor shall perform tasks including, but not limited to the following:

- i. Obtain or collect data to create cross-sections and digital terrain models.
- ii. Locate surface evidence of existing utilities.
- iii. Locate topographical features and existing improvements.
- iv. Provide details of existing bridge structures.
- v. Provide details of existing drainage features (e.g., culverts, manholes, etc.).
- vi. Locate wetlands (if marked by others).
- vii. Verify existing control points.

The Surveyors shall also prepare a *Survey Control Index Sheet*, signed, sealed and dated by the responsible RPLS for insertion into the plan set. The *Survey Control Index Sheet* shows an overall view of the project control and the relationship or primary monumentation and control used in the preparation of the project.

The following information shall be shown on the *Survey Control Index Sheet*:

- Overall view of the project and primary control monuments set for control of the project
- Identification of the control points
- Baseline or centerline
- Graphic (Bar) Scale
- North Arrow
- RPLS signature, seal, and date

#### 4. TECHNICAL REQUIREMENTS

- a. Design surveys and construction surveys must be performed under the supervision of a RPLS currently registered with the TBPLS.
- b. Horizontal ground control used for design surveys and construction surveys must meet the standards of accuracy required by the City.

Reference may be made to standards of accuracy for horizontal control traverses, as described in TSPS Manual of Practice for Land Surveying in the State of Texas, as may be applicable.

- c. Vertical ground control used for design surveys and construction surveys must meet the standards of accuracy required by the City.

Reference may be made to standards of accuracy for vertical control traverses, as described in the TxDOT Survey Manual, latest edition, or the TSPS Manual of Practice for Land Surveying in the State of Texas, as may be applicable.

The Surveyor shall set 3 permanent primary control points similar in construction to a TxDOT Type II ROW monument within the project limits. Secondary survey control points shall be set as needed to complete the project. The horizontal coordinates for all control points shall be established using an RTK network.



The horizontal datum for the project shall be based on the Texas State Plane Coordinate System (NAD83), Central Zone 4203 in U.S. Survey Feet. The vertical datum for the project shall be the North American Vertical Datum (NAVD 88), Geoid 18.

Unless otherwise specified, the county scale factor of 1.0001 will be utilized.



|                                       |                                                                                           |                 |          |                    |                                                 |                              |                                  |                   |                   |                   |                            |                            |                                  |                   |                  |                    |             |
|---------------------------------------|-------------------------------------------------------------------------------------------|-----------------|----------|--------------------|-------------------------------------------------|------------------------------|----------------------------------|-------------------|-------------------|-------------------|----------------------------|----------------------------|----------------------------------|-------------------|------------------|--------------------|-------------|
| Job name                              | Abbeyglen Castle Dr                                                                       |                 |          |                    |                                                 |                              |                                  |                   |                   |                   |                            |                            |                                  |                   |                  |                    |             |
| Prospect #:                           | 36819.007                                                                                 |                 |          |                    |                                                 |                              |                                  |                   |                   |                   |                            |                            |                                  |                   |                  |                    |             |
| Client:                               | Kimley-Horn                                                                               |                 |          |                    |                                                 |                              |                                  |                   |                   |                   |                            |                            |                                  |                   |                  |                    |             |
| Type of work:                         | ROW/Design Surveys & SUE                                                                  |                 |          |                    |                                                 |                              |                                  |                   |                   |                   |                            |                            |                                  |                   |                  |                    |             |
| Office or Team work is for:           |                                                                                           |                 |          |                    |                                                 |                              |                                  |                   |                   |                   |                            |                            |                                  |                   |                  |                    |             |
| Link to drawing:                      |                                                                                           |                 |          |                    |                                                 |                              |                                  |                   |                   |                   |                            |                            |                                  |                   |                  |                    |             |
|                                       |                                                                                           |                 |          |                    |                                                 |                              |                                  |                   |                   |                   |                            |                            |                                  |                   |                  |                    |             |
| Team Unit                             | Special Considerations (project standards, field accessibility, review process, schedule) | Senior RPLS/PSM | RPLS/PSM | Survey/GSP Manager | Senior Survey Tech/ SIT/ Senior Geospatial Tech | Survey Tech/ Geospatial Tech | Clerical (Includes Billing Time) | 1 man Survey crew | 2 man Survey crew | 3 man Survey crew | 1-Man Terrestrial HDS Crew | 2-Man Terrestrial HDS Crew | FAA 107 UAS Pilot Photogrammetry | UAS LIDAR Phoenix | Mobile LIDAR MX9 |                    | unit total  |
| Hourly rate                           |                                                                                           | \$245.00        | \$185.00 | \$185.00           | \$135.00                                        | \$105.00                     | \$90.00                          | \$130.00          | \$200.00          | \$265.00          | \$255.00                   | \$350.00                   | \$260.00                         | \$2,500.00        | \$3,200.00       |                    |             |
| Design Survey                         | total time per Team Unit (hours):                                                         | 13              | 16       | 24                 | 50                                              | 4                            | 4                                | 0                 | 50                | 0                 | 20                         | 0                          | 0                                | 0                 | 0                | 0                  | \$30,405.00 |
| Project Management / Meetings         |                                                                                           | 10              |          |                    |                                                 |                              | 4                                |                   |                   |                   |                            |                            |                                  |                   |                  |                    |             |
| Establish Survey Control              |                                                                                           | 1               | 4        |                    |                                                 |                              |                                  |                   | 20                |                   |                            |                            |                                  |                   |                  |                    | \$4,985.00  |
| Design Survey                         |                                                                                           | 1               | 2        | 4                  | 10                                              |                              |                                  |                   | 30                |                   | 20                         |                            |                                  |                   |                  |                    | \$13,805.00 |
| Prepare Design Survey Deliverables    |                                                                                           | 1               | 10       | 20                 | 40                                              | 4                            |                                  |                   |                   |                   |                            |                            |                                  |                   |                  |                    | \$11,615.00 |
| Right-of-Way Survey                   | total time per Team Unit (hours):                                                         | 4               | 20       | 0                  | 20                                              | 0                            | 0                                | 0                 | 30                | 0                 | 0                          | 0                          | 0                                | 0                 | 0                | 0                  | \$15,715.00 |
| Create Base Map                       |                                                                                           | 1               | 4        |                    | 10                                              |                              |                                  |                   |                   |                   |                            |                            |                                  |                   |                  |                    | \$2,335.00  |
| Boundary/ROW Survey                   |                                                                                           | 4               | 20       |                    | 20                                              |                              |                                  |                   | 30                |                   |                            |                            |                                  |                   |                  |                    | \$13,380.00 |
| SUE QL-B Utility Locating             | total time per Team Unit (hours):                                                         | 0               | 0        | 0                  | 0                                               | 0                            | 0                                | 0                 | 0                 | 0                 | 0                          | 0                          | 0                                | 0                 | 0                | 0                  | \$43,116.00 |
| UTILITY DESIGNATING (QUALITY LEVEL-B) | See Attache SUE Work Plan                                                                 |                 |          |                    |                                                 |                              |                                  |                   |                   |                   |                            |                            |                                  |                   |                  |                    | \$26,732.00 |
| UTILITY LOCATING (QUALITY LEVEL-A)    | See Attache SUE Work Plan                                                                 |                 |          |                    |                                                 |                              |                                  |                   |                   |                   |                            |                            |                                  |                   |                  |                    | \$8,250.00  |
| MISCELLANEOUS                         | See Attache SUE Work Plan                                                                 |                 |          |                    |                                                 |                              |                                  |                   |                   |                   |                            |                            |                                  |                   |                  |                    | \$8,134.00  |
| <b>TOTAL:</b>                         |                                                                                           |                 |          |                    |                                                 |                              |                                  |                   |                   |                   |                            |                            |                                  |                   |                  | <b>\$89,236.00</b> |             |

## SCOPE OF SERVICES (EXHIBIT A)

Client: Kimley-Horn

City/County Name: Pflugerville/Travis

Project: Pflugerville 2020 Bond – Abbeyglen Castle SUE

Halff will perform SUE in accordance with ASCE CI/ASCE 38-02 “Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data.” This standard defines the following Quality Levels:

**Quality Level-A:** 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.

**Quality Level-B:** Information obtained through the application of appropriate surface geophysical methods to determine the existence and approximate horizontal position of subsurface utilities. Quality Level-B data should be reproducible by surface geophysics at any point of their depiction. This information is surveyed to applicable tolerances defined by the project and reduced onto plan documents.

**Quality Level-C:** 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.

**Quality Level-D:** Information derived from existing records or oral recollections.

### **Quality Level-A Utility Test Holes (Vacuum Excavation):**

Up to five (5) test holes will be performed on various utilities at locations specified by the Client (See Attachment A). Halff will cut up to a 12-in. square test hole, excavate down to utility, record the depth to top of utility, backfill & compact the hole, and restore the surface to its original condition. An iron rod with cap or “x-cut” will be set to mark the approximate centerline location of the utility. A jackhammer will be utilized for work to be performed in asphalt and concrete areas. This Scope of Services includes all test holes being performed under one (1) mobilization.

If test holes are requested on non-conductive/non-tonable utilities depicted as Quality Level-D where the horizontal location is assumed, Halff will coordinate with the Client and respective utility owner, on-site personnel if private property and available records to pinpoint the location to perform the test hole. One (1) attempt shall be made, which may or may not expose the subject utility. Should the utility not be exposed, Halff will coordinate with the Client for direction on digging additional test holes if required and shall be compensated for each test hole dug.

**Quality Level-B Utility Designating:**

Halff will designate the approximate horizontal position of conductive/toneable utilities within the project limits using geophysical prospecting equipment and mark using paint and/or pin flags. We anticipate the designation of approximately 10,000 linear feet of utilities including buried communication, electric, natural gas, traffic signal, and water. Designation of irrigation lines, HDPE lines, gathering lines, asbestos concrete and/or pvc lines, as well as pvc lines without tracer wire or access are not part of this Scope of Services.

Because of limited utility record information and the possibility of non-conductive/un-toneable utilities, Halff cannot guarantee all utilities will be found and marked within the project limits.

**Quality Level-C Surveying:**

Quality Level-B Utility Designation paint markings, pin flags, and above ground utility appurtenances will be surveyed and tied utilizing project survey control provided by Kimley-Horn. Storm and wastewater/sanitary sewer will be designated Quality Level C.

**Quality Level-D Records Research:**

Available Records will be provided to Halff by Kimley-Horn. Halff will perform additional utility record research as needed to successfully complete the project.

Because there are situations where the utility does not have a metallic composition, a metallic tracer line attached, or access to insert a tracer line, the approximate location of the utility may be determined by the use of utility records and direct correspondence with the utility owner/representative. In these areas, the information will be considered Quality Level-D, depicted according to utility record information only.

**SUE Field Manager / Professional Engineer:**

A SUE Field Manager will be on-site for a portion of this project for field crew supervision, field quality control, and coordination with on-site personnel. A Professional Engineer will be responsible for QA/QC, management of the contract, coordination with the project team and signing the final deliverables if required.

**SUE Deliverables / CADD:**

Deliverables for the Quality Level-B 2D Utility Designation will be 11-in. x 17-in. SUE plan sheets depicting the findings of the investigation. Deliverables for the Quality Level-A Test Hole excavations will be an 8.5-in. x 11-in. Test Hole Data Form for each Test Hole performed indicating depth, size, location, and other notable characteristics of the utility. Electronic files will be provided in MicroStation and/or AutoCAD format along with PDFs, KMZ, and photos. A Utility Investigation Report will be provided in accordance with ASCE/UESI/CI 38-22 and 75-22.

**Right-of-Entry:**

Right-of-Entry is not part of this SUE Scope of Services (see Survey Scope).

**Permitting:**

Street Cut permits will be coordinated with the City of Pflugerville and/or TxDOT as required.

**Work Zone Traffic Control:**

Halff will provide standard temporary work zone traffic control consisting of cones and free-standing signage for this project in accordance with the TMUTCD. As exact test holes locations are unknown, certified traffic control such as lane closure(s), flag person(s), changeable message board(s), and/or arrow board(s), if needed or required by the City of Pflugerville/TxDOT, will be provided by a certified traffic control provider.

This Scope of Services does not include an engineered traffic control plan and if required for permit approval, Halff will notify Kimley-Horn and submit a supplemental agreement for authorization prior to proceeding with additional work.

**Schedule:**

Halff will complete the Quality Level-B Utility Designation investigation within Forty-five (45) calendar days upon receipt of written notice to proceed from the Client and approved permits from City, County, and/or TxDOT.

Halff will complete the Quality Level-A Test Hole services within Thirty (30) calendar days upon receipt of the test hole layout from the Client and approved permits from City, County, and/or TxDOT.

Due to uncontrollable factors such as ground conditions, weather, and safety hazards, Halff reserves the right to request more time to facilitate field efforts should one of these circumstances exist.

Work performed in the right-of-way shall be performed Monday through Friday, 8 am to 4 pm and Saturday and Sunday, 7 am to 7 pm barring foul weather.

**WORK PLAN (EXHIBIT B)**

**I. UTILITY DESIGNATING (QUALITY LEVEL-B)**

| Description            | Quantity | Authorized Rate | Unit | Estimated Cost |
|------------------------|----------|-----------------|------|----------------|
| Designating 1-Man Crew | 100      | \$120.00        | hour | \$12,000.00    |
| Designating 2-Man Crew | 0        | \$240.00        | hour | \$0.00         |
| QC Manager             | 1        | \$315.00        | hour | \$315.00       |
| Project Manager        | 5        | \$252.00        | hour | \$1,260.00     |
| SUE Manager            | 10       | \$163.00        | hour | \$1,630.00     |
| SUE Field Manager      | 20       | \$131.00        | hour | \$2,620.00     |
| Utility Coordinator    | 0        | \$168.00        | hour | \$0.00         |
| EIT                    | 0        | \$126.00        | hour | \$0.00         |
| RPLS                   | 1        | \$185.00        | hour | \$185.00       |
| SUE/Survey Coordinator | 8        | \$135.00        | hour | \$1,080.00     |
| Survey Tech            | 2        | \$105.00        | hour | \$210.00       |
| Sr CADD Tech           | 2        | \$131.00        | hour | \$262.00       |
| CADD Tech              | 25       | \$110.00        | hour | \$2,750.00     |
| Survey Crew 2-Man      | 20       | \$200.00        | hour | \$4,000.00     |
| Sr Contract Specialist | 2        | \$126.00        | hour | \$252.00       |
| Clerical/Admin         | 2        | \$84.00         | hour | \$168.00       |

Subtotal: \$26,732.00

**II. UTILITY LOCATING (QUALITY LEVEL-A)**

| Depth      | Quantity | Authorized Rate | Unit | Estimated Cost |
|------------|----------|-----------------|------|----------------|
| All Depths | 5        | \$1,650.00      | each | \$8,250.00     |

Subtotal: \$8,250.00

**III. MISCELLANEOUS**

| Task                                     | Quantity | Authorized Rate | Unit | Estimated Cost |
|------------------------------------------|----------|-----------------|------|----------------|
| Mileage                                  | 200      | \$0.67          | mile | \$134.00       |
| Permitting                               | 1        | \$500.00        | each | \$500.00       |
| Certified Traffic Control                | 1        | \$1,750.00      | day  | \$1,750.00     |
| Certified Traffic Control w/<br>Flaggers | 1        | \$2,750.00      | day  | \$2,750.00     |
| Concrete Coring                          | 5        | \$600.00        | each | \$3,000.00     |

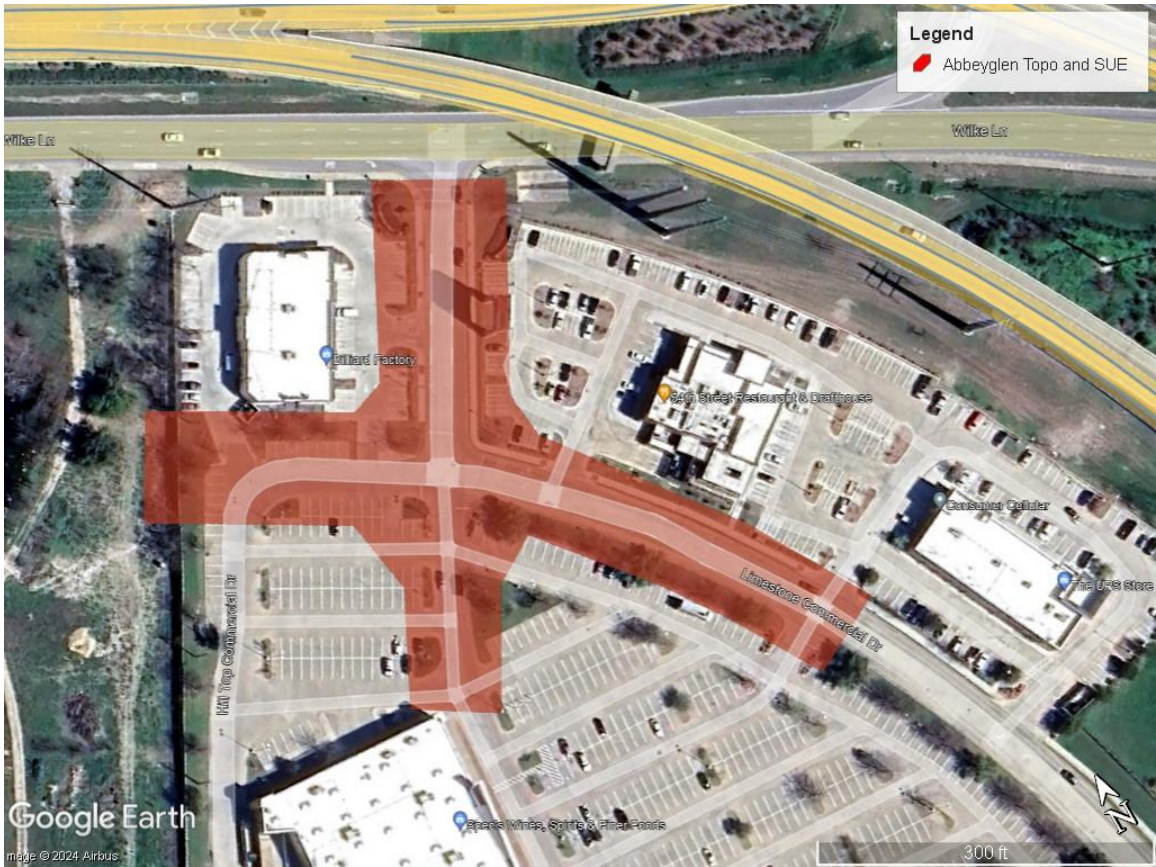
Subtotal: \$8,134.00

**TOTAL \$43,116.00**

Note: This is an estimate based upon the anticipated hours and personnel categories to perform Quality Level-D Utility Records Research through Quality Level-B Utility Designation and the number Quality Level-A Test Hole requested within the project limits. Due to the unknown timing of project approval and personnel availability, Halff will invoice actual hours worked and personnel categories utilized, in accordance with the attached 2024 Halff SUE Rate Schedule, and the number of test holes attempted (whether utility is located or not.) If quantities are exceeded or additional test holes are required, Halff will notify the Client for authorization and submit a supplemental agreement to increase the fee prior to proceeding with any additional work.

Halff's services will be performed in a manner consistent with that degree of skill and care ordinarily exercised by members of the same profession currently practicing under similar circumstances. Halff will make a good faith effort to locate all utilities, but shall be compensated for work performed even if the utility is not located. This proposal is valid for 30 days.

Attachment A



**2024 Halff SUE Rate Schedule**

**A. HOURLY RATES**

|                                                  |             |                       |
|--------------------------------------------------|-------------|-----------------------|
| 1-Man Designating (Utility Locating) (QL-B)      | \$120.00/hr | (labor and equipment) |
| 2-Man Designating (Utility Locating) (QL-B)      | \$240.00/hr | (labor and equipment) |
| 2-Man Spar Designating (Utility Locating) (QL-B) | \$300.00/hr | (labor and equipment) |
| 2-Man Potholing (Vacuum Excavation) (QL-A)       | \$340.00/hr | (labor and equipment) |
| QC Manager                                       | \$315.00/hr |                       |
| Sr. Project Manager                              | \$289.00/hr |                       |
| Project Manager                                  | \$252.00/hr |                       |
| Sr. Civil Engineer                               | \$205.00/hr |                       |
| Civil Engineer                                   | \$168.00/hr |                       |
| Jr. Civil Engineer                               | \$147.00/hr |                       |
| EIT                                              | \$126.00/hr |                       |
| Sr. Utility Coordinator                          | \$205.00/hr |                       |
| Utility Coordinator                              | \$168.00/hr |                       |
| Sr. Utility Field Inspector                      | \$137.00/hr |                       |
| Utility Field Inspector                          | \$105.00/hr |                       |
| Sr. SUE Manager                                  | \$210.00/hr |                       |
| SUE Manager                                      | \$163.00/hr |                       |
| Sr. SUE Field Manager                            | \$147.00/hr |                       |
| SUE Field Manager                                | \$131.00/hr |                       |
| Sr. RPLS                                         | \$245.00/hr |                       |
| RPLS                                             | \$185.00/hr |                       |
| SUE/Survey Coordinator                           | \$135.00/hr |                       |
| Survey Geospatial Manager                        | \$185.00/hr |                       |
| 2-Man Surveying Crew                             | \$200.00/hr | (labor and equipment) |
| 1-Man Surveying Crew                             | \$130.00/hr | (labor and equipment) |
| Sr. Survey Technician                            | \$135.00/hr |                       |
| Survey Technician                                | \$105.00/hr |                       |
| Sr. CADD Technician                              | \$131.00/hr |                       |
| CADD Technician                                  | \$110.00/hr |                       |
| Sr. Contract Specialist                          | \$126.00/hr |                       |
| Contract Specialist                              | \$100.00/hr |                       |
| Clerical/Admin                                   | \$84.00/hr  |                       |

**B. REIMBURSABLE EXPENSES AND CLARIFICATIONS**

1. Meals – Reimbursement will be the authorized rate for the specified area per [www.gsa.gov](http://www.gsa.gov).
2. Mileage / Rental Cars – Mileage for personal and company vehicles, while traveling on business at the request of Client, will be reimbursed at the current IRS rates. Rental cars will be reimbursed at cost
3. Motel / Hotel – Lodging will be paid at actual cost but not to exceed the authorized rate for the specified area per [www.gsa.gov](http://www.gsa.gov) when documented with a receipt and associated with authorized overnight travel.
4. Subcontractors – Client approved subcontract work by other firms and provided through Halff will be invoiced at cost plus ten (10%) percent. Actual subcontractor invoice shall be provided to Client.





Stantec Consulting Services Inc.

8401 Shoal Creek Boulevard Suite 100, Austin TX 78757-7621

July 1, 2024

Attention: Sam Lundquist, PE  
Kimley-Horn  
10814 Jollyville Road, Avallon IV, Suite 300  
Austin, TX 78759

**Reference: Stantec Proposed Environmental Services for Abbeyglen Castle Drive Addition to Pfluger Farm Lane Project, Pflugerville, Travis County, Texas**

Dear Mr. Lundquist,

Stantec Consulting Services Inc. (Stantec) is pleased to submit this proposal for environmental services for the Abbeyglen Castle Drive Improvements Project (Proposed Project) for the City of Pflugerville (City) in Travis County, Texas. The Proposed Project would effectively expand the project area of the previously assessed Pfluger Farm Lane Project. The additional area covers approximately 2.3 acres and is continuous with the previously assessed areas. The attached exhibit shows the anticipated project area.

Kimley-Horn (Engineer) is designing the proposed improvements. The proposed project is owned and funded by the City of Pflugerville, a political subdivision of the State of Texas. Stantec understands that there are no federal monies assigned to the project and that compliance with the National Environmental Policy Act (NEPA) is not required.

Stantec proposes preparation of an Amendment to the previously submitted Environmental Technical Memorandum. The deliverable will include impact assessments, regulatory compliance commitments, and limited agency coordination, as described below.

## Task 100: Environmental Services – Scope of Work

### Sub-Task 105: Cultural Resources

The Proposed Project is sponsored and funded by the City of Pflugerville, a political subdivision of the State of Texas. Therefore, the Antiquities Code of Texas applies. A potential water of the U.S. flows through the project area. Impacts to this feature may require permit authorization from the U.S. Army Corps of Engineers (USACE). This authorization would constitute a federal nexus, which would require compliance with Section 106 of the National Historic Preservation Act. Regardless of existence of a federal nexus, Stantec does not anticipate a requirement for pre-construction surveys for either historic (i.e., built) or archeological resources.

This scope of services provides for preparation and submittal of a project update letter to the Texas Historical Commission and completion of related coordination. The update letter and resulting agency correspondence will be submitted with the final deliverables. A summary of the coordination effort will be provided in the Environmental Technical Memorandum. If additional surveys are required by agency reviewers, Stantec could provide those services under a separate scope and fee.

### Sub-Task 110: Waters of the U.S.

Stantec environmental specialists will review readily available aerial photography and published data including U.S. Geological Survey (USGS) topographic maps, National Wetland Inventory (NWI), National Hydrography Dataset (NHD), and United States Department of Agriculture (USDA) soils maps. Published data will be supplemented with field investigations to determine whether regulated features occur in the project area. If project design is sufficiently detailed, Stantec will quantify impacts to regulated features and summarize compliance commitments. Stantec does not anticipate impacts to require coordination with the

Reference: Stantec Proposed Environmental Services for Abbeyglen Castle Drive Addition to Pflugger Farm Lane Project, Pflugerville, Travis County, Texas

USACE. If a need for coordination is identified, Stantec could provide those services under a separate scope and fee.

#### Sub-Task 115: Biological Resources

Stantec will review protected-species lists produced by the Texas Parks and Wildlife Department (TPWD) and the U.S. Fish and Wildlife Service (USFWS). Additional applicable resources will be reviewed to determine whether species or their potential habitat occur in the project area. This information will be supplemented with field investigations. The Proposed Project occurs in Karst Zone 3b; therefore, field investigations will include assessments in accordance with current USFWS guidance for assessing karst invertebrate habitat. This scope of services does not include excavation of karst features beyond removal of loose rocks and debris and shallow probing described as described by current guidance. This scope does not provide for deeper excavations or presence/absence surveys. If required, those services could be provided under a separate scope and fee.

The resulting impact investigations will be summarized in the Amendment to the Environmental Technical Memorandum. This will include summary of compliance commitments for regional, state, and federal regulations including the Endangered Species Act, The Migratory Bird Treaty Act, and the Parks and Wildlife Code. This scope does not provide for related agency coordination. If required, those services could be provided under a separate scope and fee.

#### Sub-Task 120: Biological Resources

Stantec will research public records related to known occurrence and releases of hazardous materials and petroleum products on or near the project area. These records will include a search of regulatory databases that will be procured from a third-party vendor and may include additional records procured directly from the Texas Commission on Environmental Quality. The regulatory database review would conform to the content and search buffers established by ASTM E1527-21. The review will be supplemented by field investigations. The findings will be included in the Amendment to the Environmental Technical Memorandum and all records will be submitted with the final deliverable.

This materials investigation does not include all services that are part of a Phase I Environmental Site Assessment or any of the services that are part of a Phase II or Phase III ESA. If required, those services could be provided under a separate scope and fee.

#### Sub-Task 125: Amendment to the Environmental Technical Memorandum

Stantec will submit a draft of the Amendment to the Environmental Technical Memorandum for review by the Engineer and the City, as appropriate. Stantec will respond to one round of comments from each and incorporate resulting changes into a final version of the deliverable.

### Assumptions and Exclusions

- Stantec assumes that right-of-entry (ROE) will be coordinated by others and that multiple field deployments will not be required due to restrictions in ROE.
- The Engineer will provide Stantec with digital files (kmz, dgn, dwg) of the project boundary.
- This scope assumes that the guidance documents in effect at the time of this proposal will be used to conduct the work outlined in this scope of services. If new guidance is released by any agency with jurisdiction over the proposed project, it may be necessary to amend this scope of services to account

Reference: Stantec Proposed Environmental Services for Abbeyglen Castle Drive Addition to Pflugger Farm Lane Project, Pflugerville, Travis County, Texas

for updated guidance. Stantec reserves the right to negotiate a new scope of services pending any regulatory change affecting this scope of services.

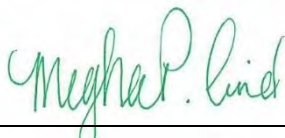
- The information provided by Stantec regarding wetland boundaries is a scientific-based analysis of the wetland and upland conditions present on a site at the time of the fieldwork. The delineation will be performed by experienced and qualified professionals using standard practices and sound professional judgment. The ultimate decision on wetland boundaries rests with the USACE and, in some cases, the state or a local unit of government. As a result, there may be adjustments to boundaries based upon review by a regulatory agency. An agency determination can vary from time to time depending on various factors including, but not limited to, the agency representative completing the review, the timeliness of the agency review, recent precipitation patterns, and season of the year. In addition, the physical characteristics of the site can change over time, depending on the weather, vegetation patterns, drainage, activities on adjacent parcels, or other events. Any of these factors can change the nature and extent of regulated features on the site.
- Assumes no surveys required for archeological or other historic resources.
- Assumes no archeological monitoring, testing (Phase II), or data recovery (Phase III), human remains evaluation/coordination/removal, NRHP nominations, HABS/HAER documentation.
- Assumes no hazardous materials investigations including Phase I, II, or III activities.
- Exclusions: All excluded services could be provided under separate scope/budget.

## ESTIMATED FEES

Stantec will provide the proposed scope of services described above. The attached fee estimate provides a summary of expected effort and staff allocation for the proposed total fee. Efforts will be billed on a time and materials basis in accordance with the Terms and Conditions outlined Master Agreement for Continuing Professional Services dated February 14, 2018. The total fee would not exceed **\$12,618.00**.

Regards,

**Stantec Consulting Services Inc.**



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**Meghan Lind**  
Principal, Senior Environmental Scientist  
Phone: 512 338 2223  
Fax: 512 338 2225  
meghan.lind@stantec.com



**Walt Meitzen**  
Senior Ecologist, Project Manager  
Phone: 512 831-6205  
Mobile: 737-587-5831  
Walter.meitzen@stantec.com

Attachment: Fee Proposal  
Project Area Exhibit



# FEE ESTIMATE - Pfluger Farm Lane - Abbeyglen Church Road Addition


|                                       | Managing Principal | Project Task Manager | Environmental Professional | Environmental Staff | Hazmat Record Procurement |
|---------------------------------------|--------------------|----------------------|----------------------------|---------------------|---------------------------|
| <b>Project Billing Rate (T&amp;M)</b> | \$192.00           | \$169.00             | \$149.00                   | \$133.00            | \$400.00                  |
| <b>Total Units (T&amp;M)</b>          | 2.00               | 16.00                | 22.00                      | 44.00               | 1.00                      |
| <b>Fee (T&amp;M)</b>                  | \$384.00           | \$2,704.00           | \$3,278.00                 | \$5,852.00          | \$400.00                  |

| Task Code  | Task Name                     | Units       |              |              |              |             |
|------------|-------------------------------|-------------|--------------|--------------|--------------|-------------|
| <b>100</b> | <b>Environmental Services</b> | <b>2.00</b> | <b>16.00</b> | <b>22.00</b> | <b>44.00</b> | <b>1.00</b> |
| 105        | Cultural Resources            |             | 1.00         | 8.00         | 4.00         |             |
| 110        | WOTUS                         |             | 1.00         | 2.00         | 8.00         |             |
| 115        | Bio Resources                 |             | 5.00         | 6.00         | 8.00         |             |
| 120        | Hazardous Materials           |             | 5.00         | 6.00         |              | 1.00        |
| 130        | Tech Memo                     | 2.00        | 4.00         |              | 24.00        |             |

| Project Summary |              | Hours              | Labour          | Expense       | Subs               | Total |
|-----------------|--------------|--------------------|-----------------|---------------|--------------------|-------|
| Entry Type      | Hours        | Labour             | Expense         | Subs          | Total              |       |
|                 | <b>84.00</b> | <b>\$12,218.00</b> | <b>\$400.00</b> | <b>\$0.00</b> | <b>\$12,618.00</b> |       |
|                 | 13.00        | \$1,893.00         | \$0.00          | \$0.00        | \$1,893.00         |       |
|                 | 11.00        | \$1,531.00         | \$0.00          | \$0.00        | \$1,531.00         |       |
|                 | 19.00        | \$2,803.00         | \$0.00          | \$0.00        | \$2,803.00         |       |
|                 | 11.00        | \$1,739.00         | \$400.00        | \$0.00        | \$2,139.00         |       |
|                 | 30.00        | \$4,252.00         | \$0.00          | \$0.00        | \$4,252.00         |       |

# Abbeyglen Church Road Addition

## Legend

 Abbeyglen Topo and SUE

