

**PROFESSIONAL SERVICES AGREEMENT
FOR
Rowe Lane Corridor Study**

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This Agreement is entered into by and between the City of Pflugerville, a Texas Municipal Corporation (“City”), acting by and through its City Manager, and Binkley and Barfield, 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 Exhibit A and Exhibit C which are incorporated by reference as if written and copied herein.

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

may withhold payment for any unsatisfactory work, as stated herein, even should City elect not to terminate.

IV. COMPENSATION TO CONSULTANT

4.1 In consideration of Consultant's performance in a satisfactory and efficient manner, as determined solely by City Manager, of all services and activities set forth in this Agreement, City agrees to pay Consultant an amount not to exceed Three Hundred Thirty-Eight Thousand One Hundred Four dollars and Seventy-Five cents (\$338,104.75) as total compensation, to be paid to Consultant as further detailed in Exhibit B.

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

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

V. OWNERSHIP OF DOCUMENTS

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

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

VI. RECORDS RETENTION

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

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

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

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

VII. TERMINATION

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

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

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

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

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

7.4.1 Bankruptcy or selling substantially all of company's assets

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

7.4.3 Performing unsatisfactorily

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

7.6 Regardless of how this Agreement is terminated, Consultant shall affect an orderly transfer to City or to such person(s) or firm(s) as the City may designate, at no additional cost to City, all completed or partially completed documents, papers, records, charts, reports, and any

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

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

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

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

VIII. NOTICE

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

If intended for City, to: City of Pflugerville
Attn: Patricia A. Davis, MSCE, P.E.
City Engineer
P.O. Box 589
Pflugerville, Texas 78660

If intended for Consultant, to: Binkley and Barfield, Inc.
Attn: David Calabuig
2401 Double Creek Drive, Suite 200
Round Rock, Texas 78664

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

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

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

City of Pflugerville

Insurance Requirements

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

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

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

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

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

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

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

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

- Name the City, its officers, officials, employees, volunteers, and elected representatives as *additional insured by endorsement under terms satisfactory to the City*, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;
- Provide for an endorsement that the "other insurance" clause shall not apply to the City of Pflugerville where the City is an additional insured shown on the policy;
- Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City.
- Provide thirty (30) calendar days advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

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

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

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

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

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

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

X. INDEMNIFICATION

10.1 CONSULTANT covenants and agrees to INDEMNIFY and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually and collectively, from and against any and all

costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, or liability for damages caused by or resulting from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by the CONSULTANT or the CONSULTANT's agent, CONSULTANT under contract, or another entity over which the CONSULTANT exercises control. Such acts may include personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to CONSULTANT'S activities under this Agreement, including any negligent or intentional acts or omissions of CONSULTANT, any agent, officer, director, representative, employee, consultant or subcontractor of CONSULTANT, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its elected officials, employees, officers, directors, volunteers and representatives, in instances where such negligence causes personal injury, death, or property damage. In no event shall the indemnification obligation extend beyond the date with when the institution of legal or equitable proceedings for the professional negligence would be barred by any applicable statute of repose or statute of limitations.

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

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

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

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

10.6 Force Majeure - City agrees that the CONSULTANT is not responsible for damages arising from any circumstances such as strikes or other labor disputes; severe weather disruptions, natural disasters, fire or other acts of God; riots, war or other emergencies; or failure of any third

party governmental agency to act in timely manner not caused or contributed to by CONSULTANT.

XI. ASSIGNMENT AND SUBCONTRACTING

11.1 Consultant shall supply qualified personnel as may be necessary to complete the work to be performed under this Agreement. Persons retained to perform work pursuant to this Agreement shall be the employees or subcontractors of Consultant. Consultant, its employees or its subcontractors shall perform all necessary work.

11.2 It is City's understanding and this Agreement is made in reliance thereon, that Consultant intends to use the following subcontractors in the performance of this Agreement: Alliance Transportation Group and Stantec. Any deviation from this subcontractor list, whether in the form of deletions, additions or substitutions shall be approved by City prior to the provision of any services by said subcontractor.

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

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

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

XII. INDEPENDENT CONTRACTOR

Consultant covenants and agrees that he or she is an independent contractor and not an officer, agent, servant or employee of City; that Consultant shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of respondent superior shall not apply as between City and Consultant, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating the relationship of employer-employee, principal-agent, partners or joint venturers between City and Consultant. The Parties hereto understand and agree that the City shall not be liable for any claims which may be asserted by

any third party occurring in connection with the services to be performed by the Consultant under this Agreement and that the Consultant has no authority to bind the City.

XIII. CONFLICT OF INTEREST

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

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

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

XIV. AMENDMENTS

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

XV. SEVERABILITY

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

XVI. LICENSES/CERTIFICATIONS

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

XVII. COMPLIANCE

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

XVIII. NONWAIVER OF PERFORMANCE

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

XIX. LAW APPLICABLE

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

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

XX. LEGAL AUTHORITY

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

XXI. PARTIES BOUND

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

XXII. CAPTIONS

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

XXIII. INCORPORATION OF EXHIBITS

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

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

XXIV. ENTIRE AGREEMENT

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

XXV. MISCELLANEOUS CITY CODE PROVISIONS

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

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

state corporation or limited liability company that is not subject to the Texas Franchise Tax, whichever is applicable.

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

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

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

25.6 Texas Government Code Mandatory Provision. The City of Pflugerville may not enter into a contract with a company for goods and services unless the contract contains a written verification from the company that it; (i) does not boycott Israel; (ii) will not boycott Israel during the term of the contract; (iii) does not boycott energy companies; (iv) will not boycott energy companies during the term of the contract; (v) does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and (vi) will not discriminate during the term of the contract against a firearm entity or firearm trade association (Texas Government Code, Chapter 2271.002; 2274.002).

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

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

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

**CITY OF
PFLUGERVILLE**

CONSULTANT
*Binkley and Barfield, Inc.*_____

(Signature)



(Signature)

Printed Name: Sereniah Breland

Printed Name: **David Calabuig**

Title: City Manager

Title: **Vice President**

Date: _____

Date: 8/12/2022

APPROVED AS TO FORM:



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

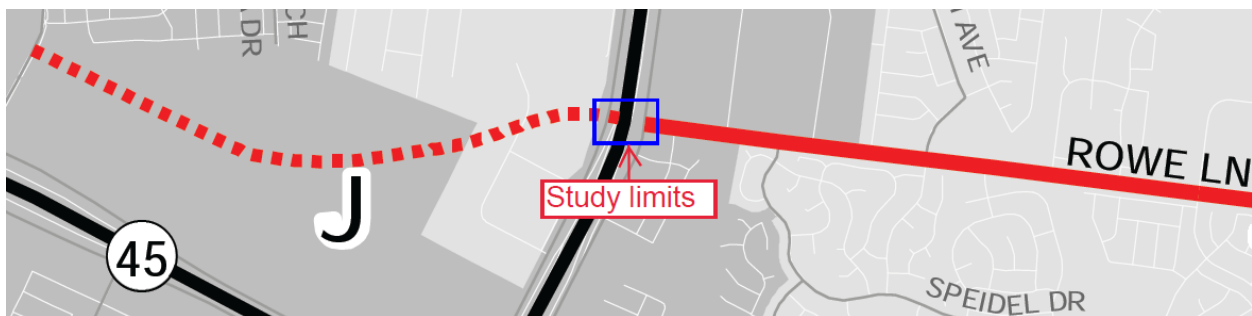
EXHIBIT A SCOPE OF WORK

City of Pflugerville Rowe Lane Corridor Study and Preliminary Engineering

Background

Based on land use, projected growth and the recommendations of the City's Transportation Master Plan, the City has identified the need for a new east-west road between Heatherwilde Boulevard, eastward to the City limits that would follow the right-of-way of the existing Rowe Lane on the east side of State Highway (SH) 130. The Rowe Lane Corridor Study will be conducted to investigate the feasibility and preferred location of a new grade separation structure (overpass or underpass) across SH130 and provide for a route analysis of Rowe Lane from Heatherwilde Boulevard to Hodde Lane. Presently Rowe Lane intersects with SH 130 and only provides for eastern travel and transverses the City of Pflugerville, Travis County and Williamson County. The corridor study will be developed to satisfy criteria set forth in the Transportation Master Plan, proposed development needs, and in coordination with landowners, TxDOT, Texas Toll Authority, Travis and Williamson Counties, and any other stakeholders, as applicable. Consequently, two build alternatives are to be considered by proposed Design Consultant Team. The study should address the following major topics: Long Range Planning, Safety, Property and Impacts and Cost.

The goal of this Corridor Study is to determine the feasibility of establishing a crossing over or under SH 130.



Project Management and Coordination

The Engineer's Project Manager and Deputy Project Manager, in coordination with the City's Project Manager, shall be responsible for directing and coordinating all activities associated with the project.

a. Progress Reports and Invoices

The Engineer shall review the project schedule and prepare monthly progress reports for review by the City's Project Manager. Invoices for all work completed during the period will be

submitted monthly (with a progress report) for work performed by THE ENGINEER. Monthly progress reports shall include:

- Standard invoice forms (provided by City of Pflugerville)
- Activities, ongoing or completed, during the reporting period
- Activities planned for the following month
- Problems encountered and actions to remedy them

b. Project Schedule

The project schedule shall include identified tasks, milestones, public involvement, and submittal deadlines. The schedule shall be updated quarterly.

c. Kick-Off Meeting

The purpose of the Kick-off Meeting is to assemble members of the City and consulting staffs to make sure the direction and coordination of the project is well- understood. The Kick-off meeting may be held virtually.

The following topics will be reviewed at the meeting:

- Introductions of City staff and Consultants
- Reporting relationships and contact information
- Goals and Objectives of the Study
- Scope and data needs/availability
- Schedule, budget, and deliverables
- Public outreach program

d. Progress Meetings

The Engineer shall conduct up to three (3) progress meetings with appropriate City staff to facilitate data collection, coordination, and in-progress reviews. The meetings will be held virtually but may be at City offices if required by the agenda.

e. Quality Control Quality Assurance

For each deliverable, the Engineer shall perform quality assurance quality control (QA/QC) reviews of all deliverables, the Engineer shall provide documentation that the QA/ QC reviews were performed by qualified staff.

Project Management Deliverables:

- Meeting minutes for each meeting attended, PDF format.
- Documentation of QA/QC reviews.
- Project Schedule, PDF format.
- Monthly Progress Report, PDF format.

Data Collection

The Engineer shall obtain appropriate data to document existing conditions as well as any proposed plans along the project limits. The Engineer shall:

- Meet with TxDOT and City of Pflugerville to establish initial work tasks consistent with

TxDOT Project Development

- Interview major stakeholders impacted by the Corridor Study

Data collection includes:

- Design data from record drawings of existing facility including County, City, and TxDOT plans where applicable
- Roadway inventory information, including the number of lanes, speed limits, pavement widths and ROW widths
- Corridor Studies, recent Master Transportation Plan (MTP) updates, and proposed roadway plans in the area
- Previously prepared drainage studies, FEMA Maps
- Adjacent land uses
- Right-of-way
- Field review of existing conditions including verification of land use, environmental setting, location of existing driveways, lane configuration assignment, and existing pedestrian and bicycle facilities
- No traffic data collection work is expected to be conducted under this work authorization. Turning movement count and 24-Hr tube count data will be collected under future project phases.
- Existing traffic data from the Toll Road Authority along SH 130
- No Crash Records Information System (CRIS) data will be collected for this work authorization. If approved under future project phases, crash data will be collected at that time.
- Existing land use in study area. Obtain current information about approved development plans and City of Pflugerville future land use plans within the project area. Develop a written summary and a tabular or graphical representation.

Data Collection Deliverable: The Engineer will provide the following deliverables related to data collection:

- The project team will develop a written summary of existing data collected and a tabular and/or graphical presentation

Develop Base Map

The Engineer will prepare a base map to include:

- Project base map (property lines, easements, alignments)
- Typical sections
- Existing ROW

The Engineer shall obtain existing ROW and property information from as-built plans and from Williamson and Travis County appraisal District tax records to prepare base map depicting the compiled information.

Analyze Existing Conditions

Using collected data and base map, the Engineer shall develop an overall analysis of the existing conditions in order to identify and develop the proposed improvements.

- a. The analysis of the existing conditions shall include:
 - o Existing typical section
 - o Existing ROW limits, driveways, and property lines
 - o Existing bicycle and pedestrian accommodations
 - o Existing intersection geometry at SH 130
- b. Traffic Analysis - Travel Demand Modeling and Traffic Projections

The Engineer shall hold a methodology meeting with the City, and participating stakeholders to discuss traffic projection methodology to support the development of schematics and the environmental process. The methodology shall include traffic projection methodology and assumptions to evaluate traffic demand and future demographics for the conceptual corridor. After the methodology meeting is complete, the Engineer shall prepare and submit for approval to the City a methodology memorandum for the projection of traffic volumes within the study corridor for the opening and horizon year.

The Engineer shall coordinate with CAMPO/the City to obtain available base year and future year traffic projection and land use/development information. The Engineer shall perform travel demand modeling (TDM) to evaluate up to two (2 (3) total conceptual corridor scenarios. The modeling for each conceptual corridor scenario shall be performed based upon approved assumptions as to corridor improvements in place in the project segment and for connecting facilities.

The Engineer shall pull and process pertinent information from the TDM and historical traffic data to develop a cohesive and comprehensive traffic forecast for the corridor that is defensible and well documented. 24-hour and peak hour volumes will be provided as line diagrams for the conceptual alternatives. Model runs conducted to support the feasibility stage of the project will be reviewed.

Identify and Analyze Two build Alternatives

The Engineer shall identify and analyze up to two (2) build alternatives. Alternatives must consider avoiding or minimizing potential environmental issues of concern, structural impediments. The Feasibility Study goals to identify build alternatives that would improve roadway operation, minimize closure of SH 130 during construction, improve safety, circulation and mobility in the area. The Engineer shall consider the following in the analysis to optimize the design:

- o Between SH 130 NBFR and SH 130 SBFR
 - o Rowe Lane crossing over SH 130
 - o SH 130 crossing over Rowe Lane extension
- o The most efficient use of the existing and proposed ROW
- o Roadway and intersection geometry, sight distance, roadside safety and appurtenances
- o Construction costs to include ROW

- a. Traffic and Operational Analysis (Synchro and VISSIM)

The analysis will include two (2) Build scenarios for opening and horizon year. Existing and No-Build operations will not be evaluated.

For the interchange at SH 130, the Engineer shall review and analyze available existing traffic data (including percent trucks, volume, and directional distribution), existing roadway features (including ramp locations, weaving sections, number of lanes, offset to obstructions, lane widths, frontage road operations, and intersection operation and geometry), traffic flow patterns, and transit and traffic operations. The Engineer shall conduct capacity analyses of study intersections using the HCM methodologies in Synchro to determine the optimum lane-use configurations and make appropriate operational recommendations. VISSIM will be used to create a traffic animation/visualization at the proposed interchange for one selected alternative as a means of illustrating the City's preferred alternative for stakeholder communications and public information purposes. These analyses and modeling efforts will focus on the following intersections:

- SH 130 Northbound Frontage Road at Rowe Lane
- SH 130 Southbound Frontage Road at Rowe Lane

Traffic analysis software shall include Synchro. The Engineer will use measures of effectiveness (MOEs) including level-of-service (LOS), delay, volume-to-capacity ratios, and 95th-percentile queue lengths to evaluate build alternatives against one another.

b. Alternatives Development and Diagrammatic Schematic

The Engineer shall develop diagram schematics for the two alternatives. The diagram schematics shall be plan view for all two alternatives and the profile view for the recommended alternative.

The diagram schematic shall contain the following design elements:

- Vicinity map
- Design speed
- The existing and proposed ROW and property information
- Existing and proposed typical sections
- Roadway alignment, pavement edges, face of curb, lane lines, and shoulder lines
- The proposed structure locations, retaining walls, and profile
- Bicycle and pedestrian accommodations
- Direction of traffic flow described by directional arrows
- Preliminary construction costs of proposed improvements

c. Develop Existing and Proposed Typical Sections

The Engineer shall develop existing and proposed typical sections that depicts the number and type of lanes, shoulders, median width, curb offsets, border width, clear zone widths, and ROW limits

d. Bicycle and Pedestrian Accommodations

The Engineer shall consider inclusion of bicycles and pedestrian facilities. Public input when applicable, as well as local and planning organization reports concerning bicycles and pedestrian accommodations must be considered

e. Preliminary Cost Estimate

The Engineer shall prepare preliminary planning level cost estimates for the two (2) build alternatives, including costs of construction. Current State unit bid prices shall be used in the preparation of the estimate.

f. Environmental Constraints Map

1. To support the alternatives analysis, The Engineer will research and map environmental constraints. For natural, social, biological, and physical resources considered, the area of investigation (“study area”) will extend 1500 feet from the existing and proposed roadway centerline but would also include the area(s) proposed for floodplain mitigation. This task includes desktop data collection using GIS to compile geospatial information from multiple sources, task also include:

- Compile information on community resources (utilities, pipelines, cemeteries, religious facilities, day-care centers, parks, and the like), and possible displacements within the alignments.
- Use the Potential Archeological Liability Map (PALM) and recorded sites obtained from the State and Texas Historical Commission (THC) to identify historic buildings and archeological resources within 500 feet of the proposed study corridor. For this feasibility study, the Area of Potential Effect (APE) would be defined by this 500-foot buffer area. Historians would consult THC’s Texas Historic Sites and Archeological Sites Atlases to identify potential cultural resources sites in the vicinity of the proposed project.
- Collect relevant environmental data from public sources considering endangered species; migratory birds; the location, presence and relative health of biological and natural ecosystems.
- Compile National Wetlands Inventory (NWI) maps to identify potential wetlands and waters of the United States within or along the project corridor.
- Collect information from the Texas Commission on Environmental Quality (TCEQ), U.S. Environmental Protection Agency (EPA), CAMPO, and the Railroad Commission of Texas (RRC) online datasets and websites concerning the location and status of potentially registered or recorded hazardous materials and/or hazardous waste sites within 500 feet of the corridor and in the area of proposed floodplain mitigation.
- Collect Texas Natural Diversity Dataset (TxNDD) and U.S. Fish and Wildlife (UFWS) Information, Planning, and Conservation System (IPaC) Webpage to collect county lists of threatened and endangered species, and project-specific official species lists.

Assumptions and Exclusions

- Field investigations will be reconnaissance-level and limited to accessible public ROW and/or properties on which the City coordinates right-of-entry.
- This task does not include wetland/WOTUS delineations.
- This task does not include an ASTM Standard Phase I Environmental Site Assessment. Phase I ESAs and Phase II investigations related to parcel acquisitions which will be completed once the alignment is finalized.

- This task does not include presence/absence surveys for threatened and endangered species.
 - This task does not include preparation of NEPA documentation or technical report.
 - This task does not include preparation of a Section 404 permit application or coordination with the USACE.
 - This task does not include cultural resource surveys.
- g. Alternatives Evaluation and Analysis
- The Engineer shall evaluate up to two (2) alternatives based on the following factors:
- Impacts to ROW, access and cost
 - Considering the purpose and need and the public involvement, identify potential issues of concern, environmental conditions or other constraints, possible avoidance of mitigation measures, and the appropriate documentation of the alternatives evaluation process and results
 - Public and stakeholder comments to determine community needs, goals, and interest as determined through the public involvement process conducted with interested local, state, and federal agencies and the local stakeholders including area residents
- The Engineer shall document the evaluation process leading to the recommendation of a preferred alternative

Geotechnical Investigation

No geotechnical investigation will be included in this scope of services

Preparation of Feasibility Report

The Engineer shall prepare a feasibility report summarizing the results of all studies completed as a part of this project. The report shall include a final discussion of the design criteria, public and agency involvement issues and environmental constraints encountered, alternatives investigated, and a preliminary cost estimate and basis of estimate.

Feasibility Studies Deliverables

In conjunction with the performance of the foregoing services, the Engineer shall provide the following draft and final documents and associated electronic files:

- One (1) draft copy of the Diagram Schematic layouts (1 inch = 100 feet) of the recommended alternative.
- One (1) final copy of the Diagram Schematic layouts (1 inch = 100 feet) of the recommended alternative.
- One (1) draft copy of the Engineering Summary Report.
- Two (2) final copies of the Engineering Summary Report
- Electronic files shall be furnished to the City.

Community Outreach Support and Public Engagement

The Engineer shall assist the City with two (2) Public Meetings, to present the alternatives and the recommended alternative. In addition, there will be up to four (4) stakeholder meetings that the Engineer shall attend.

The Engineer shall prepare and submit draft schematic roll plot and typical section board to the City for review and comment. The Engineer shall prepare final schematic roll plot and typical section board based on comments received from the City and shall bring copies of final schematic roll plot and typical section board to the Public Meeting. The Engineer shall:

- a. Arrange coordination meetings with the City to discuss and review the materials to be used prior to the public meeting.
- b. Arrange one dress rehearsal meeting for each public meeting with the City to present all exhibits and other materials to be used prior to the public meeting.
- c. Provide two (2) personnel to staff the meeting

Stakeholder Meetings

The Engineer shall participate in up to four (4) stakeholder meetings or Meeting with Affected Property Owners (MAPO) located within or near the project study area. The Engineer shall prepare a memorandum documenting each meeting.

Exceptions:

- TxDOT LGPP coordination and approval

**EXHIBIT B
FEE SCHEDULE
FEE SUMMARY**

PRIME PROVIDER NAME: Binkley & Barfield, Inc.
PROJECT NAME: Rowe Lane Corridor Study
8/2/2022

TASK NO./DESCRIPTION	TOTAL	Prime	Subconsultants	
		Binkley & Barfield	Alliance Transportation Group	Stantec
TASK 1: PROJECT MANAGEMENT AND COORDINATION				
SUBTOTAL	\$31,706.00	\$15,130.00	\$ 15,216.00	\$1,360.00
TASK 2: DATA COLLECTION				
SUBTOTAL	\$27,882.00	\$21,154.00	\$ 5,638.00	\$1,090.00
TASK 4: DEVELOP BASE MAP				
SUBTOTAL	\$11,920.00	\$11,920.00		
TASK 5: ANALYZE EXISTING CONDITIONS				
SUBTOTAL	\$37,687.00	\$14,871.00	\$ 22,816.00	
TASK 6: IDENTIFY AND ANALYZE TWO BUILD ALTERNATIVES				
SUBTOTAL	\$116,060.00	\$89,777.00	\$ 16,883.00	\$9,400.00
TASK 7: COMMUNITY OUTREACH SUPPORT AND PUBLIC ENGAGEMENT				
SUBTOTAL	\$18,040.00	\$18,040.00		\$0.00
TASK 8: PREPARE FEASIBILITY REPORT				
SUBTOTAL	\$88,966.00	\$88,966.00		\$0.00
TOTAL LABOR	\$332,261.00	\$259,858.00	\$60,553.00	\$11,850.00
PROJECT EXPENSES	\$5,843.75	\$3,550.00	\$700.00	\$1,593.75
TOTAL PROJECT COST	\$338,104.75	\$263,408.00	\$61,253.00	\$13,443.75

**EXHIBIT B
FEE SCHEDULE**

PRIME PROVIDER NAME: Binkley & Barfield, Inc.
PROJECT NAME: Rowe Lane Corridor Study

TASK DESCRIPTION	Principal	Sr. Project Manager	Sr. Project Engineer	Project Engineer	EIT II	EIT I	Engineer Tech	CADD Designer	Clerical / Admin	TOTAL for PRIME	TOTAL for SUBCONSULTANTS
	\$300.00	\$274.00	\$179.00	\$152.00	\$137.00	\$120.00	\$149.00	\$134.00	\$87.00		
TASK 1: PROJECT MANAGEMENT AND COORDINATION											
Progress Reports and Invoices (Assume 6 months)		12							6	18	
Project Schedule with two updates		12							2	14	
Kick-Off Meeting		4								4	
Progress Meetings (Assume 3)		9								9	
QA/QC of Deliverables			24							24	
SUB: Alliance Transportation Group Fee for Task 1											\$15,216.00
SUB: Stantec Fee for Task 1											\$1,360.00
TASK TOTAL (HOURS)	0	37	24	0	0	0	0	0	8	69	
TASK TOTAL (DOLLARS)	\$0.00	\$10,138.00	\$4,296.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$696.00	\$15,130.00	\$16,576.00
TASK 2: DATA COLLECTION											
Meet with TxDOT and City of Pflugerville (Assume 2 meetings)		6								6	
Meet with Major Stakeholders (Assume 2 meetings)		6								6	
Obtain and Review Record Drawings from County, City and TxDOT		2	2		8					12	
Collect Roadway Inventory Information		4	4		12					20	
Obtain and Review Corridor Studies and/or Other Studies in the Area		2	2							4	
Obtain and Review Past Drainage Studies		4	8		16					28	
Obtain and Review Current Land Use and Any Planned Development Plans in the Area			2		8					10	
Perform Site Visits (Assume 2)		4		4	4					12	
Obtain and Review Existing Traffic Data		6	8							14	
SUB: Alliance Transportation Group Fee for Task 2											\$5,638.00
SUB: Stantec Fee for Task 2											\$1,090.00
TASK TOTAL (HOURS)	0	34	26	4	48	0	0	0	0	112	
TASK TOTAL (DOLLARS)	\$0.00	\$9,316.00	\$4,654.00	\$608.00	\$6,576.00	\$0.00	\$0.00	\$0.00	\$0.00	\$21,154.00	\$6,728.00
TASK 4: DEVELOP BASE MAP											
Create Exist Typical Sections		1	4		8		4			17	
Obtain and Review ROW and Parcel Maps		1	4		8					13	
Develop Existing Alignments		1	4		6		4			15	
Create Base Map		2	4		8		16			30	
TASK TOTAL (HOURS)	0	5	16	0	30	0	24	0	0	75	
TASK TOTAL (DOLLARS)	\$0.00	\$1,370.00	\$2,864.00	\$0.00	\$4,110.00	\$0.00	\$3,576.00	\$0.00	\$0.00	\$11,920.00	\$0.00
TASK 5: ANALYZE EXISTING CONDITIONS											
Analyze Existing Typical Sections			1	2	4					7	
Analyze Existing ROW Limits, Driveways, and Property Lines		1	4	8	8					21	
Analyze Existing Bicycle and Pedestrian Accommodations		1	2	4	8					15	
Analyze Existing Intersection Geometry at SH 130		1	4	8	16					29	
Traffic Projection Methodolgy Meeting with City		2	8	12						22	
SUB: Alliance Transportation Group Fee for Task 5											\$22,816.00
TASK TOTAL (HOURS)	0	5	19	34	36	0	0	0	0	94	
TASK TOTAL (DOLLARS)	\$0.00	\$1,370.00	\$3,401.00	\$5,168.00	\$4,932.00	\$0.00	\$0.00	\$0.00	\$0.00	\$14,871.00	\$22,816.00

**EXHIBIT B
FEE SCHEDULE**

PRIME PROVIDER NAME: Binkley & Barfield, Inc.
PROJECT NAME: Rowe Lane Corridor Study

TASK DESCRIPTION	Principal	Sr. Project Manager	Sr. Project Engineer	Project Engineer	EIT II	EIT I	Engineer Tech	CADD Designer	Clerical / Admin	TOTAL for PRIME	TOTAL for SUBCONSULTANTS
	\$300.00	\$274.00	\$179.00	\$152.00	\$137.00	\$120.00	\$149.00	\$134.00	\$87.00		
TASK 6: IDENTIFY AND ANALYZE TWO BUILD ALTERNATIVES											
Develop Project Design Criteria		4		8						12	
Identify Corridor Safety Concerns		2	4	8						14	
Review Constraint Maps		2		8						10	
Evaluate Intersections		1	3	4	6					14	
Evaluate ROW use		1		2	6					9	
Prepare Build Alternative Alignments and Geometry		8	24	12	56					100	
Prepare Preliminary Cost Analysis for Alternatives		2	8		16					26	
Prepare Vertical Profiles for Alignments		6	12	8	48					74	
Create Typical Sections		1	4	6	8		16			35	
Intersection Geometrics and Control		2	2	8	16					28	
Create up to Two Diagram Schematics (roll plots)		8	24	32	48		120			232	
Create ROW Acquisition Table		1	2	4	8					15	
SUB: Alliance Transportation Group Fee for Task 6											\$16,883.00
SUB: Stantec Fee for Task 6											\$8,213.75
TASK TOTAL (HOURS)	0	38	83	100	212	0	136	0	0	569	
TASK TOTAL (DOLLARS)	\$0.00	\$10,412.00	\$14,857.00	\$15,200.00	\$29,044.00	\$0.00	\$20,264.00	\$0.00	\$0.00	\$89,777.00	\$25,096.75
TASK 7: COMMUNITY OUTREACH SUPPORT AND PUBLIC ENGAGEMENT											
Assist City with Presenting Alternatives at Public Meetings (Up to 2)		8	8							16	
Public Meeting & MAPO exhibits preparation and updates					60					60	
Attend Stakeholder/MAPO Meetings (Up to 4)		16								16	
Arrange Coordination/Rehearsal Meetings with City to Discuss Public Meeting Exhibits (Up to 2)		4	4							8	
TASK TOTAL (HOURS)	0	28	12	0	60	0	0	0	0	100	
TASK TOTAL (DOLLARS)	\$0.00	\$7,672.00	\$2,148.00	\$0.00	\$8,220.00	\$0.00	\$0.00	\$0.00	\$0.00	\$18,040.00	\$0.00
TASK 8: PREPARE FEASIBILITY REPORT											
Prepare Report											
Executive Summary		8	12						2	22	
Overview - (History, goals, needs, purpose)		4	4						2	10	
Existing Conditions		4	8						2	14	
Right-of-Way Parcel Identification		2	4		8		12		2	28	
Environmental Constraints		2	2		4		4		2	14	
Traffic Analysis		2	2						2	6	
Alternatives											
Description		2	12						2	16	
Sections		2	6		12				2	22	
Matrix		4	8		8				2	22	
Draft Diagram Schematic of Recommended Alternative (1 roll plot)		4	12	16	24	16	32			104	
Address Draft Schematic Comments from City and Stakeholders		8	12	8	24					52	
Final Diagram Schematic of Recommended Alternative (1 roll plot)		2	6	8	16	12	20			64	
Draft Feasibility Report (1 copy)		2							40	42	
Address Draft Report Comments from City and Stakeholders		16	16							32	
Final Feasibility Report (2 copies)		2							80	82	
Schematic and Report Comment Resolution Meetings (Up to 4)		8	16	16						40	
Present to Pflugerville City Council for Acceptance		4	4							8	
SUB: Stantec Fee for Task 8											\$0.00
TASK TOTAL (HOURS)	0	76	124	48	96	28	68	0	138	578	
TASK TOTAL (DOLLARS)	\$0.00	\$20,824.00	\$22,196.00	\$7,296.00	\$13,152.00	\$3,360.00	\$10,132.00	\$0.00	\$12,006.00	\$88,966.00	\$0.00

**EXHIBIT B
FEE SCHEDULE**

PRIME PROVIDER NAME: Binkley & Barfield, Inc.

PROJECT NAME: Rowe Lane Corridor Study

TASK DESCRIPTION	Principal	Sr. Project Manager	Sr. Project Engineer	Project Engineer	EIT II	EIT I	Engineer Tech	CADD Designer	Clerical / Admin	TOTAL for PRIME	TOTAL for SUBCONSULTANTS
	\$300.00	\$274.00	\$179.00	\$152.00	\$137.00	\$120.00	\$149.00	\$134.00	\$87.00		
PROJECT SUMMARY											
TASK 1: PROJECT MANAGEMENT AND COORDINATION	\$0.00	\$10,138.00	\$4,296.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$696.00	\$15,130.00	
TASK 2: DATA COLLECTION	\$0.00	\$9,316.00	\$4,654.00	\$608.00	\$6,576.00	\$0.00	\$0.00	\$0.00	\$0.00	\$21,154.00	
TASK 3: LAND SURVEYING	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
TASK 4: DEVELOP BASE MAP	\$0.00	\$1,370.00	\$2,864.00	\$0.00	\$4,110.00	\$0.00	\$3,576.00	\$0.00	\$0.00	\$11,920.00	
TASK 5: ANALYZE EXISTING CONDITIONS	\$0.00	\$1,370.00	\$3,401.00	\$5,168.00	\$4,932.00	\$0.00	\$0.00	\$0.00	\$0.00	\$14,871.00	
TASK 6: IDENTIFY AND ANALYZE TWO BUILD ALTERNATIVES	\$0.00	\$10,412.00	\$14,857.00	\$15,200.00	\$29,044.00	\$0.00	\$20,264.00	\$0.00	\$0.00	\$89,777.00	
TASK 7: COMMUNITY OUTREACH SUPPORT AND PUBLIC ENGAGEMENT	\$0.00	\$7,672.00	\$2,148.00	\$0.00	\$8,220.00	\$0.00	\$0.00	\$0.00	\$0.00	\$18,040.00	
TASK 8: PREPARE FEASIBILITY REPORT	\$0.00	\$20,824.00	\$22,196.00	\$7,296.00	\$13,152.00	\$3,360.00	\$10,132.00	\$0.00	\$12,006.00	\$88,966.00	
SUBTOTAL LABOR EXPENSES	\$0.00	\$61,102.00	\$54,416.00	\$28,272.00	\$66,034.00	\$3,360.00	\$33,972.00	\$0.00	\$12,702.00	\$259,858.00	
SUBTOTAL SUE FEE										\$0.00	
SUBCONSULTANT FEES											
Alliance Transportation Group											\$60,553.00
Stantec											\$13,443.75
OTHER DIRECT EXPENSES	COST/UNIT	Qty	Unit								
Mileage (# of miles) (current IRS rate)	\$0.625	1000	MI							\$625.00	
Photocopies B/W (11 X 17)	\$0.25	2000	EA							\$500.00	
Color Roll plot	\$4.00	200	SF							\$800.00	
Photocopies Color (8.5 X 11)	\$0.75	2000	EA							\$1,500.00	
Photocopies Color (11 X 17)	\$1.25	100	EA							\$125.00	
SUBTOTAL DIRECT EXPENSES										\$3,550.00	

SUMMARY	
TOTAL LABOR COSTS FOR PRIME ONLY	\$259,858.00
NON-SALARY (OTHER DIRECT EXPENSES) FOR PRIME ONLY	\$3,550.00
GRAND TOTAL	\$263,408.00

**Alliance Transportation Group, LLC
Rowe Lane Corridor Study & Preliminary Engineering
TRAFFIC ANALYSIS AND TRAFFIC ENGINEERING**

Task Descriptions	Principal	Sr Advisor	Project Manager	Senior Engineer	Traffic Engineer	Engineer III / IV	Engineer I / II	Engineer-in-Training	Senior Engineering Technician	Engineering Technician	Jr Engineering Technician	Travel Demand Modeler I / II	Travel Demand Modeler III	Senior Travel Demand Modeler / Planner	Project Administrator	Clerical	TASK LABOR COST	Task Hours
	\$ 303.00	\$ 287.00	\$ 258.00	\$ 252.00	\$ 214.00	\$ 179.00	\$ 153.00	\$ 128.00	\$ 153.00	\$ 112.00	\$ 67.00	\$ 144.00	\$ 191.00	\$ 252.00	\$ 128.00	\$ 90.00		
Data Collection and Processing																		
Previous corridor and major investment studies				1	1	2	2	4				2	2	2			\$ 2,816.00	16
Existing and historical traffic count data from approved TIAs			1		1	2	2	4				2	2	2			\$ 2,822.00	16
Crash Analysis (To be performed in future phases)																		
Review and analyze historical crash data																		
Review previous crash analysis information from previous studies																		
Prepare safety analysis memorandum																		
Travel Demand Modeling and Traffic Projections																		
Methodology Meeting/Coordination			1		2							2	2	2			\$ 1,860.00	9
Traffic Projections Methodology Memorandum			1		4	6	6	12				4	6	2			\$ 6,868.00	41
Travel Demand Modeling (up to 2 conceptual corridor scenarios)			1									16	10	2			\$ 4,976.00	29
24 hour traffic forecasts (up to 2 scenarios)			1		2	2	4	6				6	4	2			\$ 4,556.00	27
Peak hour traffic forecasts (up to 2 scenarios)			1		2	2	4	6				6	4	2			\$ 4,556.00	27
Traffic projections line diagrams																		
Traffic and Operational Analysis																		
SH 130 Interchange 2 Alternatives (Synchro)			2	4	8	8	16	24									\$ 10,188.00	62
SH 130 Interchange selected alternative (VISSIM)																		
Proposed Rowe Ln extension (up to 2 intersections)- (Fut Phs)																		
Bicycle and Pedestrian accommodations			1	1	1	2	1	4									\$ 1,747.00	10
Traffic Operations Report			2		4	4	8	8	4								\$ 4,948.00	30
Project Management/Administration																		
Meetings/Coordination (up to 5 proj. coord. mtgs & 1 pub. mtg)			8		8				2	4	4						\$ 4,798.00	26
Preparation of invoices/progress reports (8 mos proj. sched)			4		4										16	24	\$ 6,096.00	48
QA/QC Documentation		2	2	8	4											4	\$ 4,322.00	20
Subtotal Hours:	0	2	25	14	41	28	43	68	6	4	4	38	30	14	16	28		361
Subtotal Labor Cost:	\$ -	\$ 574.00	\$ 6,450.00	\$ 3,528.00	\$ 8,774.00	\$ 5,012.00	\$ 6,579.00	\$ 8,704.00	\$ 918.00	\$ 448.00	\$ 268.00	\$ 5,472.00	\$ 5,730.00	\$ 3,528.00	\$ 2,048.00	\$ 2,520.00	\$ 60,553.00	
		0.9%	10.7%	5.8%	14.5%	8.3%	10.9%	14.4%	1.5%	0.7%	0.4%	9.0%	9.5%	5.8%	3.4%	4.2%	100.0%	

Other Direct Expenses	Unit	Fixed Cost	Max. Cost	Quantity	Total \$
Mileage	mile	0.585			\$ -
24-Hour Automated Tube Counts - Bi-directional	per counter/day		\$192.00		\$ -
24-Hour Automated Tube Counts - Rural Main Lanes	per counter/day		\$210.00		\$ -
24-Hour Automated Tube Counts - Speed or Class	per counter/day		\$250.00		\$ -
24-Hour Automated Tube Counts - Speed or Class- Bi-directional	per counter/day		\$217.50		\$ -
24-Hour Automated Tube Counts - Volume	per counter/day		\$225.00		\$ -
24-hour Classification Count - Intersection	per camera/day		\$225.00		\$ -
24-Hour Classification Video Counts - Main Lanes	per camera/day		\$210.00		\$ -
24-Hour Volume Video Counts - Main Lanes	per camera/day		\$210.00		\$ -
2-hour Turning Movement Count, Major Intersection, Weekday	each		\$350.00	2	\$ 700.00
2-hour Turning Movement Count, Major Intersection, Weekend	each		\$425.00		\$ -
2-hour Turning Movement Count, Minor Intersection, Weekday	each		\$205.00		\$ -
2-hour Turning Movement Count, Minor Intersection, Weekend	each		\$225.00		\$ -
TOTAL ODE:					\$ 700.00

\$ 700.00 Traffic Unit Cost Total

ATG LABOR	\$ 60,553.00
ATG EXP	\$ 700.00
ATG TOTAL	\$ 61,253.00

**EXHIBIT B
FEE SCHEDULE**

SUBPROVIDER NAME: Stantec Consulting Services, Inc. (Formerly Cox|McLain Environmental Consulting, Inc.)

PROJECT NAME: Rowe Lane Corridor Study

TASK DESCRIPTION	Project Manager	Senior Environmental Planner	Professional Scientist IV	Professional Scientist II/III	Professional Scientist I	GIS	Admin Asst. IV	TOTAL HOURS	TOTAL LABOR COST
Task 1. Project Management & Coordination									
Project Management, Meetings, and Coordination with City/Client for Data	4	4					4		\$1,360.00
									\$0.00
Task 2. Data Collection									
Basic data collection for engineers	2		4			4			\$1,090.00
Task 3. Environmental Constraints Setting & Analysis									
Data Collection / Desktop Constraints Analysis	6	4	8	8	8	24	2		\$5,740.00
Field Verification of desktop constraints mapping	2		8	8		4	2		\$2,380.00
Purpose & Need									\$0.00
Alternatives evaluation									\$0.00
Constraints Analysis Report									\$0.00
Task 4. Feasibility Report Support									
Environmental Chapter Draft & Final									\$0.00
Task 5. Public Involvement Support									
Preparation of PI materials									\$0.00
Summary Report									\$0.00
MAPO Meetings (assume 2)	4		6						\$1,280.00
SUBTOTAL	18	8	26	16	8	32	8		\$11,850.00
LOADED HOURLY RATE	\$155.00	\$120.00	\$110.00	\$90.00	\$70.00	\$85.00	\$65.00		
TOTAL COSTS									\$11,850.00
SUBTOTAL LABOR									\$11,850.00

Reimbursable Expenses	Rate	Unit	Quantity	Amount
Mileage	\$0.625	mile	150	\$93.75
Hazardous Materials Database Search	\$1,500	per search	1	\$1,500
TARL Archeological Site Registration	\$96	per site	0	\$0
Records-only Archeological Curation at CAS - Texas State	\$268	per inch	0	\$0
Public Meeting Legal Notices	\$400	each	0	\$0
Public Involvement Facility Rental (4 hour event)	\$750	event	0	\$0
Law Enforcement/Uniformed Officer	\$75	per hour	0	\$0
SUBTOTAL REIMBURSABLE EXPENSES				\$1,593.75

Grand Total \$13,443.75

EXHIBIT C PROJECT SCHEDULE

Task Name	Duration	Start	Finish	2 19	Jul '22 26	Aug '22 31	Sep '22 7	Oct '22 14	Nov '22 21	Dec '22 28	Jan '23 4	Feb '23 11	Mar '23 18
Rowe Lane Corridor Study	152 days	Mon 8/1/22	Tue 2/28/23										
Notice to Proceed	0 days	Mon 8/1/22	Mon 8/1/22			8/1							
Kick off Meeting / Subcontracts	10 days	Wed 8/3/22	Tue 8/16/22										
Data Collection	20 days	Wed 8/3/22	Tue 8/30/22										
Develop Base Map	10 days	Wed 8/17/22	Tue 8/30/22										
Environmental Constraints	40 days	Wed 9/7/22	Tue 11/1/22										
Analyze Existing Conditions	20 days	Wed 8/31/22	Tue 9/27/22										
Identify and Analyze Alternatives	30 days	Wed 11/2/22	Tue 12/13/22										
Public Involvement	60 days	Wed 11/2/22	Tue 1/24/23										
Feasibility Report	54 days	Wed 12/14/22	Mon 2/27/23										
Present to City Council	0 days	Tue 2/28/23	Tue 2/28/23										2/28

