

**PROFESSIONAL SERVICES AGREEMENT
FOR
1849 Phase 2 Park 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 Kleinfelder 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 Attachment “A 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 Six hundred and six thousand eight hundred and fifty dollars and zero cents (\$606,850.00) as total compensation, to be paid to Consultant as further detailed in Exhibit 1.

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

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

V. OWNERSHIP OF DOCUMENTS

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

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

VI. RECORDS RETENTION

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

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

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

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

VII. TERMINATION

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

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

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

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

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

7.4.1 Bankruptcy or selling substantially all of company's assets

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

7.4.3 Performing unsatisfactorily

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

7.6 Regardless of how this Agreement is terminated, Consultant shall affect an orderly transfer to City or to such person(s) or firm(s) as the City may designate, at no additional cost to City, all completed or partially completed documents, papers, records, charts, reports, and any other materials or information produced as a result of or pertaining to the services rendered by Consultant, or provided to Consultant, hereunder, regardless of storage medium, if so requested by City, or shall otherwise be retained by Consultant in accordance with Article VI. Records Retention. Any record transfer shall be completed within thirty (30) calendar days of a written request by City and shall be completed at Consultant's sole cost and expense. Payment of compensation due or to become due to Consultant is conditioned upon delivery of all such documents, if requested.

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

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

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

VIII. NOTICE

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

If intended for City, to:

City of Pflugerville
Attn: **Issac Espinoza**
Project Manager
P.O Box 589
Pflugerville, Texas 78660

If intended for Consultant, to: Kleinfelder, Inc.
11100 Metric Blvd Suite 100, Austin, Texas
Attn: Kelly Daneil
Area Manager

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 "1849" 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: General Premises/Operations	1,000,000 per occurrence, 2,000,000 general aggregate Or	City to be listed as additional insured and provide 30 days' notice of cancellation or material change in coverage
Products/ Completed Operations	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.

94 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

95 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.

102 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.

103 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.

104 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).

105 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.

106 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: none. 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

191 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.

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

XX. LEGAL AUTHORITY

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

XXI. PARTIES BOUND

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

XXII. CAPTIONS

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

XXIII. INCORPORATION OF EXHIBITS

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

Attachment "A" - Scope of Services, including Project Description/Scope of Services; Fee Summary for Professional Services and Proposed Project Schedule

XXIV. ENTIRE AGREEMENT

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

XXV. MISCELLANEOUS CITY CODE PROVISIONS

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

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

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

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

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

25.6 Texas Government Code Mandatory Provision. The City of Pflugerville may not enter into a contract with a company for goods and services unless the contract contains a written verification from the company that it; (i) does not boycott Israel; (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
Kleinfelder**

(Signature)



(Signature)

Printed Name: Sereniah Breland

Printed Name: **Kelly Daniel**

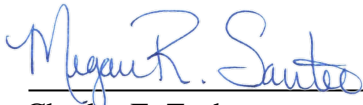
Title: City Manager

Title: **Area Manager**

Date: _____

Date: **10/10/2024**

APPROVED AS TO FORM:

 _____

Charles E. Zech

City Attorney

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

Attachment 1



7401B Highway 71 West, Suite 160
Austin, TX 78735
Office: 512.583.2600
Fax: 800.587.2817
Doucetengineers.com

July 19, 2024

Mr. Isaac Espinoza
City of Pflugerville
15500 Sun Light Near Way #B
Pflugerville, TX 78691-0589

Subject: Proposal to Provide Special Inspection and Testing Services

**Project: 1849 Phase 2 Park Project
16430 Cameron Rd, Pflugerville, Texas 78660**

Dear Mr. Espinoza,

Doucet a Kleinfelder Company is pleased to present this proposal to provide construction management and inspection services for the proposed 1849 Phase 2 Park Project, located at 16430 Cameron Road Pflugerville, Texas 78660.. We welcome the opportunity to be part of the Project Team. The following proposal presents: our understanding of the project, the scope of services we anticipate providing, an estimate of our fees, authorization, and our limitations.

Project Understanding

We understand that Doucet will serve as CMCI for two projects: 1849 Park Phase 1B AND 1849 Park- Phase II (entirety of 1849 Park.) Phase 1B will provide stormwater detention for both new and existing park amenities, along with grant-funded parking and lighting improvements. 1849 Park Phase 2 (Project ID PA2003) will significantly expand recreational facilities by adding three new baseball/softball fields, a food truck park, additional parking, restrooms, and large gathering spaces as part of Phase 2. If the project understanding is different than described, please contact us so we can adjust our scope.

Scope of services

The scope of services for this project was based on information provided by Isaac Espinoza, representing the City of Pflugerville and the RFQ on Civcast. Doucet a Kleinfelder Company will provide a project manager to coordinate and provide oversight of our field personnel for our services. The project manager and main point of contact assigned to this project is anticipated to be Sean Murphy. The project manager will receive support from Kelly Daniel our Principal in Charge. The estimated durations of services should be considered approximate and subject to change based on the methodology, work schedule, and change in scope which may result in an adjustment to our fees. The following lists the anticipated scope of services to be provided by Kleinfelder:

TASK 1 – On-site Inspection

- A.) Quality Management - Doucet will provide a full-time inspector to observe and document all construction activities completed on the project. As part of the quality management, our inspector will complete a daily work report (DWR) of all ongoing activities, inspections that were performed or witnessed if performed by a third party, quantities installed, any issues that arise, and weather conditions.

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- B.) All inspections will document that the contractor is following the plans and specifications. All delivered materials will be inspected for general conformance to the plans and specifications, noting any visible flaws and/or imperfections prior to installation and if necessary, reject any materials that does not meet the requirements of the plans and specifications. The inspector will also document that materials are properly stored on-site.
- C.) Our Team can help coordinate any necessary inspections by local city, county, or state inspectors if necessary. They will also help coordination with third party quality assurance technicians as necessary.
- D.) We can assist the city with identification and resolution of issues in the field to avoid impact to schedule and cost.
- E.) Our Senior Inspector, Construction Manager, and Project Manager will provide support and oversight to our inspector for any questions, concerns or clarifications needed on the project or in the contract documents.

Our cost estimate for these services does not include Construction Material Testing. If these services are required, Kleinfelder can submit a cost proposal for these services.

TASK 2 – Construction Management

A.) Logistic Management

We anticipated our services to include attending a pre-construction meeting as well as attendance at the weekly construction meetings. We will document all material invoices and delivery tickets, equipment on-site, rain/weather days, construction schedule, material testing results, and Liquidated Damages (LD'S). We will provide the city with a monthly construction report of work completed to date and upcoming work. Our team can assist with submittal reviews as requested both prior to and during construction.

B.) Project Scope Management

We anticipated our services to include coordinating the review and answering of all Request for Information (RFI's). We will coordinate with the contractor, engineer, and the city to ensure all parties are understanding of any changes that are made and follow direction based off the RFI/ plan revisions. Change orders will be reviewed by our team to determine their validity, correct pricing, and plans associated with each one. All RFI's and change orders will be tracked and shared with the city.

C.) Schedule Management

We anticipated our services to include oversight and review of the construction schedule to measure the contractor's timeline. The following item will be tracked:

- Critical path items
- Schedule Activities start and finish dates
- Progressing on other items per timeline
- Capture all potential contractor delays (i.e., Missing equipment, material delay, subcontractors not on-site).

- Document all rain/weather days, days that are too wet to work, and acts of God.
- Track all days associated with time extensions or subtractions based on change orders.

D.) *Cost Management*

We anticipated our services to include a detailed review of the monthly pay estimates. We will track all contract items installed daily with location, quantity and compare to the contractor's end of the month estimate. Change Orders items will be reviewed against the original bid cost and added items will receive a cost analysis. If requested, we will assist the City in negotiations of all change orders. If necessary, we can provide documentation for each change and provide the description, running cost of change order/contract, added updated plan sheets, identify each new item with an item number, and track items to prevent overrun and underruns.

TASK 3 – ADMINISTRATIVE

Our Project Control Specialist (PCS) will help with project coordination by working with the project manager on managing the project timelines, milestones, and deliverables. Providing communication among team members and client. Provide project documentation including meeting minutes, reports, and correspondence and will prepare all monthly invoicing.

TASK 4 – PROJECT MANAGEMENT

A.) *Project Management*

Items found in non-compliance with the project requirements will be brought to the immediate attention of the general contractor's construction superintendent, designated design professionals, and City's responsible representative. Our project manager will conduct periodic field visits and provide open communication to the city during the project. Upon completion of the project, we will provide a final summary report to document the inspection services conducted.

B.) *Preconstruction Meeting & Monthly Meeting/ Plan Review*

Kleinfelder's project manager will attend a preconstruction along with the biweekly field meetings. Prior to this meeting, our project manager will perform a review of the project plans, specifications, and contractor schedule in preparation for these meeting.

Compensation

Based on the scope of services provided, we have developed a Scope and Fee for time and materials not to exceed fee of \$606,850.00. Should the construction schedule require a lesser or greater amount of service than that estimated herein, the cost for construction management and inspection services would vary accordingly. Invoicing for this project will reflect the actual quantity of work performed (time and materials) on a portal-to-portal basis from our Austin-Metric Blvd office.



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 Fax: 800.587.2817
 Doucetengineers.com

Item		Fee Basis	FEE	TASK
I.	Construction Management & Inspection	NTE		
	On-site Inspection	NTE	\$365,040.00	1
	Construction Management	NTE	\$145,600.00	2
	Administrative	NTE	\$35,760.00	3
	Project Management	NTE	\$35,100.00	4
II.	Reimbursable			
		Cost	\$25,350.00	5
		Total	\$606,850.00	

Subconsultants

We have many architect connections for building work that are readily available to hire as subconsultants as necessary. There will be their fee plus 5% mark up.

While we are diligent in our review of the project schedule and plans, it may be possible for deviations to occur once the project has begun. The actual cost of our services will depend on the contractor's efficiency, schedule, and progress, as well as impact of weather and work stoppages, all of which are beyond our control. Our total fees may also fluctuate depending on the quality and performance of the construction materials used in addition to the contractor's approach and scheduling of construction sequences, work force, and jurisdictional requirements and events, which occur during the course of the project that cannot always be predicted in advance. Our vehicles will be billed portal to portal from our Metric office 11100 Metric Blvd Suite 100, Austin, Texas.

It should be noted that the fees above do not anticipate overtime work on the project. If overtime is required, the rates associated with overtime work are at 1.5 times the listed hourly rates in the table below. Overtime for our services is defined as work on the project by a single person in excess of 40 hours per week and all time on weekends and/or night shifts and/or holidays. Overtime work can significantly impact our inspection budget for the project. While we will be diligent in our attempts to keep overtime to a minimum, please be aware that contractor scheduling and performance are the primary causes for overtime work. Proficient contractor performance and scheduling minimizes additional inspection time, consequently resulting in lower total fees. In the event conditions arise which are beyond our control, were unknown at the time this proposal was prepared, unanticipated based on the available information, or differ significantly from the assumptions shown below, we may need to revise our scope of work and estimated fees in order to complete the project. Should this occur, we will contact you for authorization before exceeding the project budget.

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Schedule A
Doucet Fee Schedule (2024)

Personnel	Hourly Fee	Personnel	Hourly Fee
Senior Program Manager	\$290	Senior Construction Manager	\$180
Program Manager	\$235	Construction Manager	\$175
Senior Project Manager	\$290	Survey Crew III	\$245
Project Manager III	\$235	Survey Crew II	\$185
Project Manager II	\$210	Survey Crew I	\$140
Project Manager I	\$195	Survey Technician III	\$175
Senior Principal Professional	\$295	Survey Technician II	\$160
Principal Professional	\$280	Survey Technician I	\$130
Senior Professional	\$220	Project Administrator	\$90
Project Professional	\$165	Administrator	\$120
Professional	\$155	Expert Witness	\$550
Staff Professional II	\$150	LiDAR Scanner	\$120/hr
Staff Professional I	\$140	Drone	\$675/hr
Senior CADD Designer	\$165	Ground Targets	\$35/ea.
CADD Operator	\$145	Vehicle Charge	\$65 Day
Senior Project Controls Professional	\$190	Concrete Monuments	\$290/ea
Project Controls Professional	\$170	ATV/Boat/Sonar	\$500/dy.

Doucet a Kleinfelder Company reserves the right to periodically adjust our fee schedule.
DOU DA 2024 Rate Table A

ASSUMPTIONS

During our proposal preparation certain assumptions were required. Based on information available during our preparation of this proposal the following assumptions apply:

- It is anticipated that work will be conducted during standard construction hours (7AM – 4PM).
- The construction duration is projected to be 12 months. If this duration is extended for any reason, a Change Order for the additional time shall be required.
- We anticipate providing an Inspector on-site full time (40 Hrs./Week) for 52 weeks during construction.
- There is no overtime, night, or weekend work anticipated during construction for our staff.
- SWPPP Inspection is expected to be performed by a third party. We can provide a cost proposal for these services upon request.
- Proposal does not include sampling/testing of reinforcing steel, cement, and aggregates for concrete materials.
- Proposal does not include any testing services. We can provide a cost proposal for these services upon request
- This proposal excludes the cost of any equipment (i.e. scaffold, scissor lifts, telescopic booms, ladders, shoring, etc.) to gain access to any area requiring inspection.
- Doucet will not assume Geotechnical Engineer of Record for the project. We can provide a cost proposal these services if requested



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This proposal may be subject to modification upon receipt of an updated construction schedule, plans, and/or specifications for the project or should additional staff or equipment be required to meet adjustments to the contractors schedule or convenience.

LIMITATIONS

Our work will be performed in a manner consistent with that level of care and skill ordinarily exercised by other members of Doucet a Kleinfelder Company profession practicing in the same locality, under similar conditions and at the date the services are provided. Our conclusions, opinions, and recommendations will be based on a limited number of observations and data. It is possible that conditions could vary between or beyond the data evaluated. Doucet a Kleinfelder Company makes no guarantee or warranty, express or implied, regarding the services, communication (oral or written), report, opinion, or instrument of service provided.

This proposal was prepared specifically for the client and its designated representatives and may not be provided to others without Kleinfelder's express permission. This proposal will remain valid for 30 days unless a longer period is specifically required by the RFP in which case that time frame will apply. If a signed agreement is not received by that time, we may need to review the proposal scope, assumptions, and associated fees for performance of our services and issue a revised proposal.

Construction Management and Inspection services provided by Doucet a Kleinfelder Company will be performed in accordance with generally accepted procedures practiced within the project area at the time of our services. Even with diligent monitoring, construction defects may occur. In all cases the contractor is solely responsible for the direction and quality of the work, adherence to plans and specifications, and repair of defects regardless of when they are found.

The fees presented in this proposal are based on prompt payment for services presented in Kleinfelder's standard invoicing format. Additional charges will be applied for specialized invoicing and/or if backup documentation is needed. These special services will be charged on a time and expense basis. Late fees will be charged if payment is not received in accordance with terms contained in our contract.

The safety of our employees is of paramount concern to Doucet a Kleinfelder Company. You will be notified if the location of your project represents a potential safety concern to our employees. Unsafe conditions for field work will require a modification of our estimated scope of work and associated fees. We will advise you of the additional costs necessary to mitigate these unanticipated conditions, if applicable.

Doucet a Kleinfelder Company is committed to providing quality service to our clients, commensurate with their wants, needs, and desired level of risk. If a portion of this proposal does not meet your needs, or if those needs have changed, Doucet a Kleinfelder Company will consider appropriate modifications, subject to the standards of care to which we adhere as professionals. Modifications such as changes in scope, methodology, scheduling, and contract terms and conditions may result in changes to the risks assumed by the client, as well as adjustments to our fees.

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TERMS OF ENGAGEMENT

A signed original of the attached Master Services Agreement (MSA) and Work Order with our proposal attached returned to this office will serve as our formal authorization to proceed. The general conditions within our attached Master Services Agreement are considered an integral part of this proposal. Please note that all conditions included in this proposal and our current Master Services Agreement will be in effect during this work. If time is a critical factor, we are prepared to provide our services on a signed facsimile of the MSA and Work Order. If a facsimile is received, we will assume all conditions in this proposal are acceptable and in effect until receipt of the signed original Work Order. If a different contract is required or requested, we would be pleased to discuss this option with you; however, some delays may be incurred in order to review the agreement.

All terms and conditions indicated in the proposal and the referenced Agreement will be considered by both parties to be in effect from the effective date of the signed contract through completion of the project.

We appreciate the opportunity to provide you with this proposal and look forward to working with you on this project. If you have any questions or wish to discuss, please contact us at 512.926.6650.

Sincerely,
KLEINFELDER, INC.

A handwritten signature in blue ink that reads "Sean Murphy".

Sean Murphy
Construction Operations Lead/PM

A handwritten signature in blue ink that reads "Kelly Daniel".

Kelly Daniel, PG
Principal in Charge

Attachment:

- Exhibit 1- Project Map
- Exhibit 2- Level of Effort

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Exhibit 1

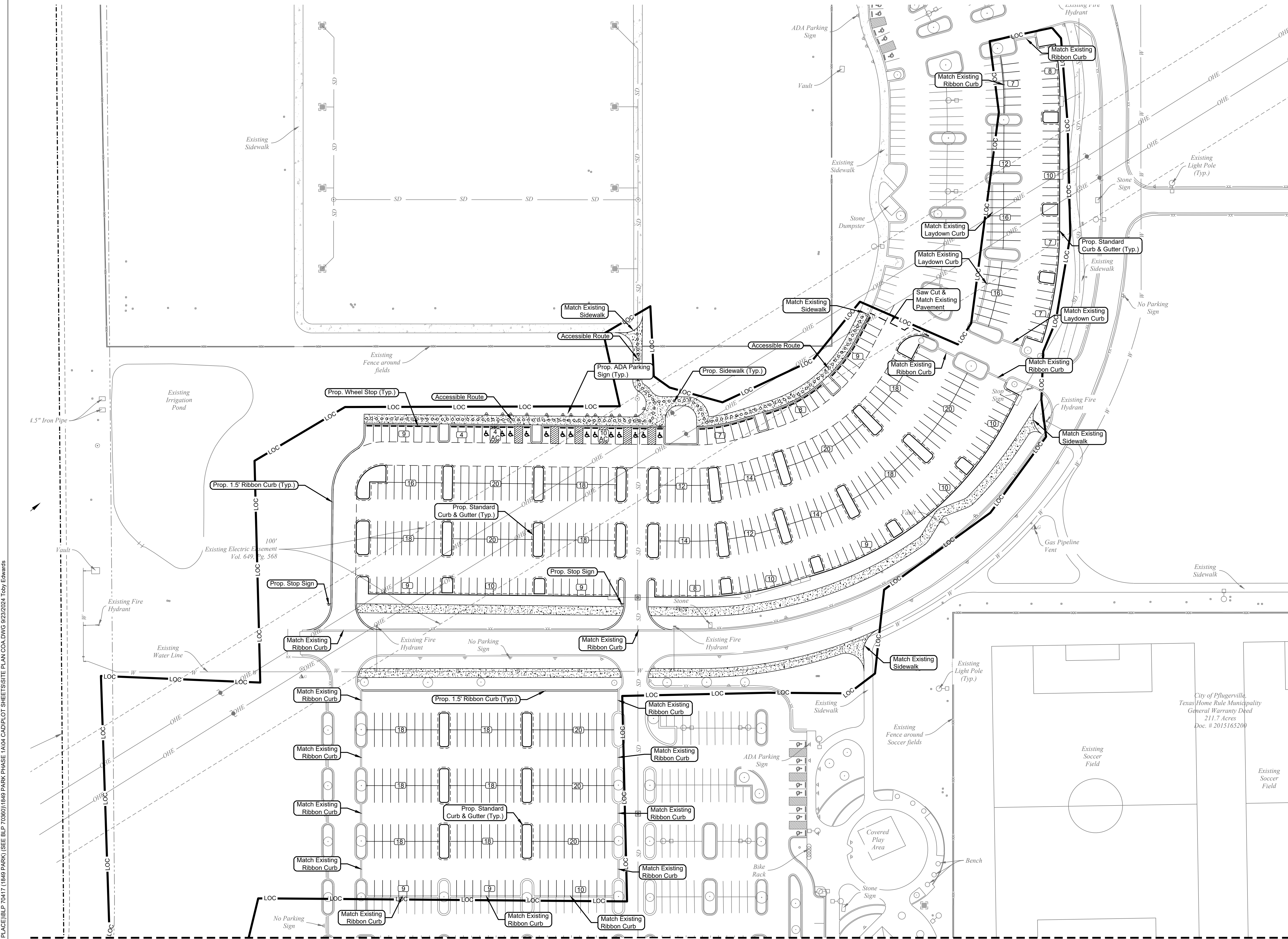
Scale 1" = 50'

Notes:

- All new electric utility infrastructure including but not limited to telephone, cable television, electric utility lateral and service lines shall be installed in accordance with the City of Pflugerville Engineering Design Manual.
- All mechanical equipment shall be screened in accordance with Subchapter 11, Section 11.8.2 of the Unified Development Code. Ground-mounted and wall-mounted mechanical equipment shall be screened in accordance with the Landscape Plan Sheet(s).
- This site plan has been submitted to the Texas Department of Licensing and Regulation for review of compliance with the Architectural Barriers Act. The reference # _____ is proof of submittal to TDLR.
- Approval of these plans by the City of Pflugerville indicates compliance with applicable City regulations only. Compliance with accessibility standards such as the 2010 Standards for Accessible Design or the 2012 Texas Accessibility Standards was not verified. The applicant is responsible for compliance with all applicable accessibility standards.
- Accessible parking spaces must be located on a surface with a slope not exceeding 1:50.
- Accessible routes must have a cross-slope no greater than 1:50.
- Slopes on accessible routes may not exceed 1:20 unless designed as a ramp.
- The maximum slope of a ramp in new construction is 1:12. The maximum rise for any ramp run is 30". The maximum horizontal projection is 30 feet for a ramp with a slope between 1:12 and 1:15, and 40 feet for a ramp with a slope between 1:16 and 1:20.
- Each accessible parking space must be identified by a sign centered at a minimum of five feet above the parking surface at the head of the parking space. The sign must include the international symbol of accessibility and state "Reserved" or equivalent language and must not be obscured by a vehicle parked in the accessible space.
- A minimum vertical clearance of 114" must be provided at accessible passenger loading zones and along vehicle access routes to such areas from site entrances. A minimum vertical clearance of 98" must be provided for van-accessible parking spaces and along the vehicular thereto.

NO.	DESCRIPTION	DATE	DWN.	CHK.
01	30% CONSTRUCTION DOCUMENTS	06-03-24		
02	60% CONSTRUCTION DOCUMENTS	06-19-24		
03	90% CONSTRUCTION DOCUMENTS	07-19-24		
04	PERMIT SET	08-05-24		

City of Pflugerville, Texas Home Rule Municipality
 General Warranty Deed
 211.7 Acres
 Doc. # 2015165200



Impervious Cover:
 Existing = 520,262 SF (7.37%) Per 1849 Park Phase One - Package 'B' As-Builts Dated 01/12/18
 Existing = 198,484 SF (2.81%) Per 1849 Park Phase II Construction Plans Dated 01/08/24
 Proposed Roadway/Parking = 216,967 SF (3.08%)
 Proposed Sidewalk = 20,425 SF (0.30%)
 Total IC = 956,138 SF (13.56%)

Site Data Table	
Zoning:	PF
Use:	Park or Playground
Lot Size:	161.9175 Acres
Setbacks:	Front = 25', Rear = 20', Side = 20'
G.F.A.	5,240 SF

The location of all existing utilities shown on these plans has been based upon record information only and may not match locations as constructed. The contractor shall contact Texas 811 for assistance in determining existing utility locations prior to beginning construction. Contractor shall field verify locations of utility crossings prior to beginning construction.

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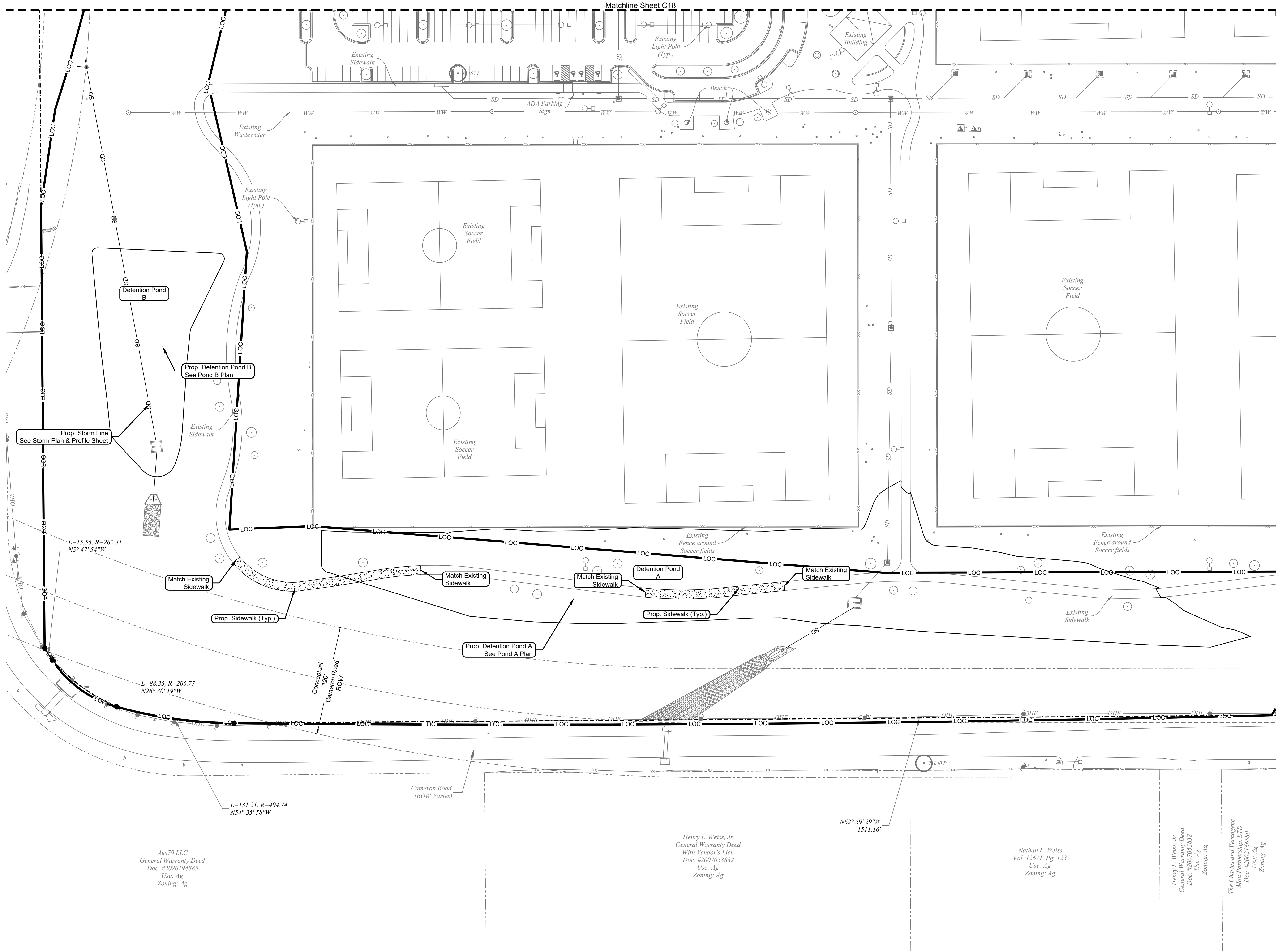
Parking Data	
Land Use:	Athletic Facility
Parking Count:	1 Space per 100 SF (No Seating)
Parking Spaces Required:	??
Parking Spaces Provided:	643
HC Parking Spaces Required:	2% of Total = 13
HC Parking Spaces Provided:	14

Benchmarks	
TBM #1	Smooth Rod City of Pflugerville Control Monument #14 Elev: 611.10'
TBM #2	Set Square Cut in Concrete Elev: 616.96'

Legal Description	
ABS 162 SUR 66 CALDWELL W 161.9175 ACRES	Zoning Park Facilities & Open Space (PF)
	Land Use Park or Playground

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Scale 1" = 50'



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Legal Description	Zoning	Land Use
ABS 162 SUR 66 CALDWELL W 161.9175 ACRES	Park Facilities & Open Space (PF)	Park or Playground

Benchmarks	
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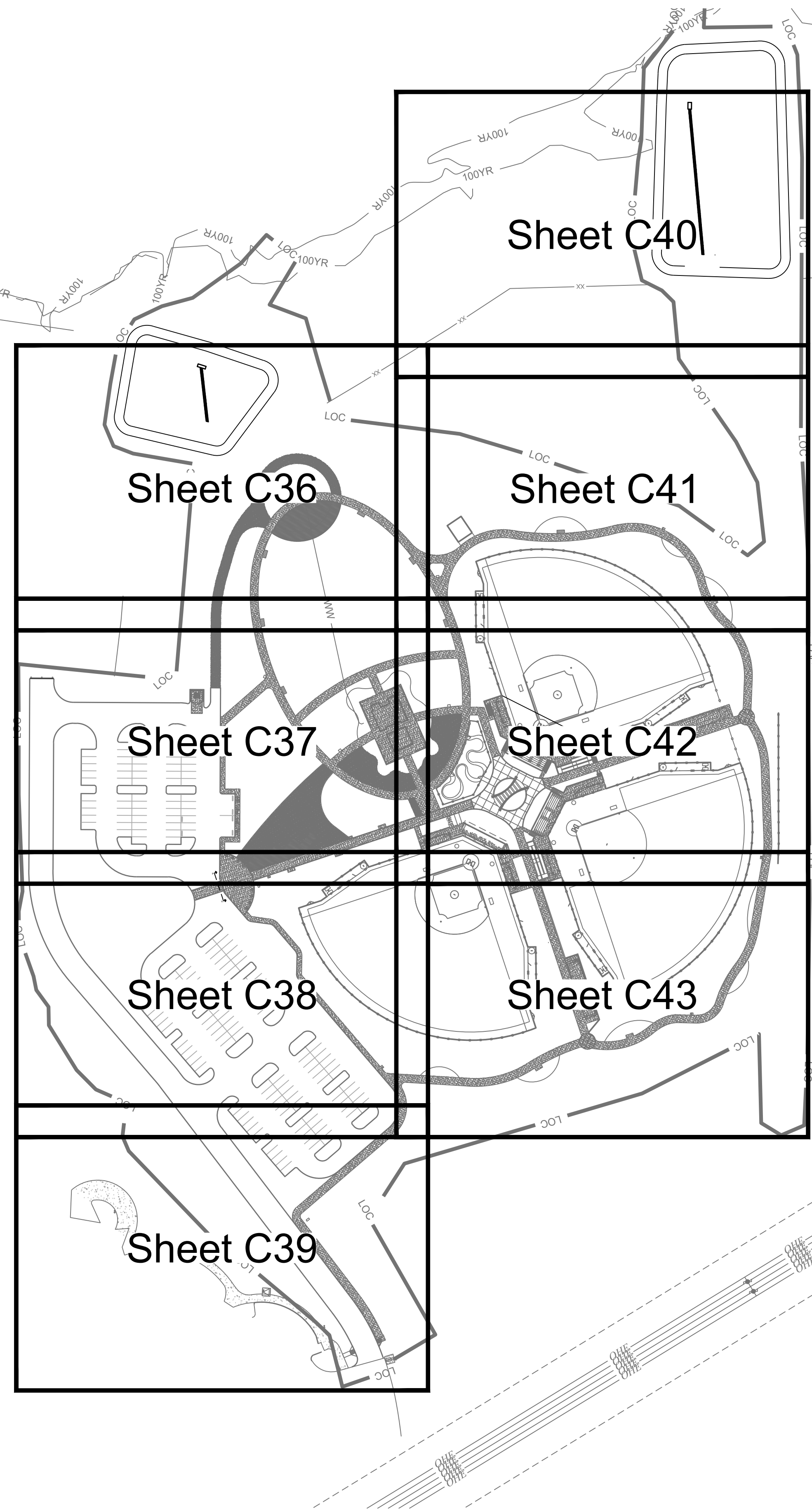
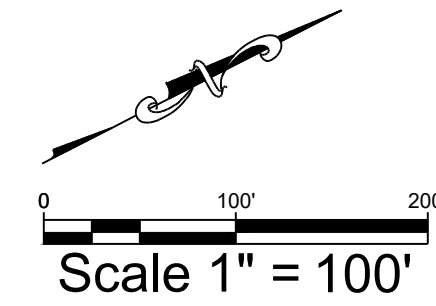
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 310 LONGSHORE ROAD, CONROE, TX 77384
 TEL: 281.758.3041 FAX: 281.539.3301

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 Texas Firm Registration No. F-678
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 www.bleylengineering.com
 AUSTIN BRYAN CONROE HOUSTON

CLEARY ZIMMERMANN ENGINEERS
 Firm No. F-9357 | ClearyZimmermann.com

DUDLEY
 GEOTECHNICAL | STRUCTURAL | ENVIRONMENTAL
 Dudley Engineering LLC dba DUDLEY
 6102 Bluebell Lane, El Paso, TX 79907
 (915) 877-0720 | TPE Firm No. F-18877



NO.	DESCRIPTION	DATE	DWN.	CHK.
1	CONFORMED SET	08/10/24		



CITY OF PFLUGERVILLE, TEXAS
 1849 PARK - PHASE 1A

Overall Grading Plan

JOB NO:	SCALE:	SHEET C35
DATE:		
DRAWN BY: TE, RH		
CHECKED BY: JS		

Benchmarks			
TBM #1 5/8" IRS KSCP-NETWORK Elevation = 629.51'	TBM #2 5/8" IRS KSCP-BM Elevation = 634.82'	TBM #3 X IN BOC SET-BM Elevation = 629.80'	TBM #4 5/8" IRS KSCP-BM Elevation = 600.84'
TBM #5 X IN MH SET-BM Elevation = 586.81'	TBM #6 5/8" IRS KSCP-BM Elevation = 628.11'	TBM #7 5/8" IRS KSCP Elevation = 613.22'	TBM #8 5/8" IRS KSCP Elevation = 637.74'

Curb Note:
Grading lines that indicate flows toward the curb shall be constructed as a catch curb. Grade lines that indicate flows away from curb shall be constructed as a spill curb.

Legal Description ABS 162 SUR 66 CALDWELL W 161.9175 ACRES	Zoning Agricultural/Development Reserve (A)	Land Use Park or Playground
--	---	---------------------------------------



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Exhibit 2

City of Pflugerville

Construction Management and inspection Services

Level of Efforts Fee Estimate

Level of Effort Man Hours

	Position	Principal in Charge	Project Principal	Quality Manager	Project Manager	Construction Manager	Sr. Construction Manager	Inspector	Project Administrator	Reimbursable	Total Hours	Total Task Fee
	Rate	\$290	\$235	\$290	\$195	\$175	\$180	\$140	\$90			
Administration		24	24	24					180		252	\$35,760
Project Management					180						180	\$35,100
Field Inspections						208	208	2080			2496	\$381,940
Construction Management						832					832	\$154,050
Total Labor Hours per Position		24	24	24	180	1,040	208	2080	180		3760	
Total Labor Fee per Position		\$6,960	\$5,640	\$6,960	\$35,100	\$182,000	\$37,440	\$291,200	\$16,200	\$25,350		\$606,850