

**PROFESSIONAL SERVICES AGREEMENT
FOR
SH 130 AND SH 45 WATER AND WASTEWATER EXTENSIONS**

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 CP&Y, Inc. (“Consultant”), both of which may be referred to herein singularly as “Party” or collectively as the “Parties.”

The Parties hereto severally and collectively agree, and by the execution hereof are bound, to the mutual obligations herein contained and to the performance and accomplishment of the tasks hereinafter described.

I. DEFINITIONS

As used in this Agreement, the following terms shall have meanings as set out below:

“City” is defined in the preamble of this Agreement and includes its successors and assigns.

“Consultant” is defined in the preamble of this Agreement and includes its successors.

“City Manager” shall mean the City Manager and/or his designee.

II. TERM

2.1 Unless sooner terminated in accordance with the provisions of this Agreement, the term of this Agreement shall commence on October 16, 2017 and terminate on August 30, 2019.

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

Consultant agrees to provide the services described in this Article III entitled Scope of Services in exchange for the compensation described in Article IV. Compensation. Scope of Services are detailed in *Attachment 1* 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 Sixty Six Thousand Six Hundred and Thirty One Dollars (\$366,631.00) as total compensation, to be paid to Consultant as further detailed in Attachment 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 Pflugerville City Council by passage of an ordinance therefore.

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: Tom Word
Assistant City Manager
P.O. Box 589
Pflugerville, Texas 78660

If intended for Consultant, to: CP&Y, Inc.
Attn: Ryan Owen
13809 Research Blvd., Ste. 300
Austin, TX 78750

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 “*SH 130 and SH 45 Water and Wastewater Extensions*” 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 Premises/Operations	General 1,000,000 per occurrence, 2,000,000 general aggregate coverage for: 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: HVJ Associates, Inc, Inland Geodetics, LLC and Horizon Environmental Services. Any deviation from this subcontractor list, whether in the form of deletions, additions or substitutions shall be approved by City of Pflugerville City Council ("City Council"), as evidenced by passage of an ordinance, 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 Council.

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 subject to approval by the City Council, as evidenced by passage of an ordinance.

XV. SEVERABILITY

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

XVI. LICENSES/CERTIFICATIONS

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

XVII. COMPLIANCE

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

XVIII. NONWAIVER OF PERFORMANCE

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

XIX. LAW APPLICABLE

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

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

XX. LEGAL AUTHORITY

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

XXI. PARTIES BOUND

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

XXII. CAPTIONS

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

XXIII. INCORPORATION OF EXHIBITS

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

Attachment “1” 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/STATE 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.

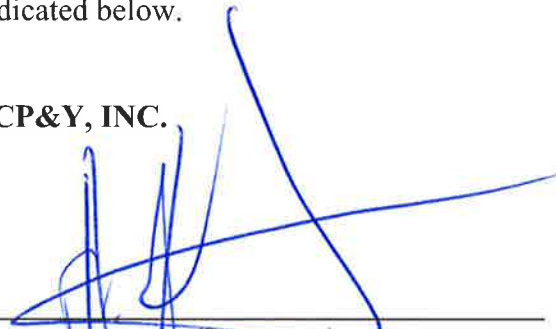
25.6 Texas Government Code Mandatory Provision. The City of Pflugerville may not enter into a contract with a company for goods and services unless the contract contains a written verification from the company that it; (i) does not boycott Israel; and (ii) will not boycott Israel during the term of the contract. (Texas Government Code, Chapter 2270.002) by accepting this Agreement, the Consultant hereby verifies that it does not boycott Israel, and agrees that, during the term of this Agreement, will not boycott Israel as that term is defined in the Texas Government Code, Section 808.001, as amended. Further, the Consultant 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 Organization.

EXECUTED and AGREED to as of the dates indicated below.

**CITY OF
PFLUGERVILLE**

CP&Y, INC.

(Signature)



(Signature)

Printed Name: Brandon E. Wade

Printed Name: James J. Roohms

Title: City Manager

Title: Chief Operating Officer

Date: _____

Date: September 29, 2017

APPROVED AS TO FORM:

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

**SCOPE OF SERVICES
FOR
SH 130 AND SH 45 WATER AND WASTEWATER EXTENSIONS

PFLUGERVILLE, TEXAS**

Background

CP&Y, Inc. (Engineer) will provide engineering services for the City of Pflugerville's (City's) SH 130 and SH 45 Water and Wastewater Extensions project, hereinafter referred to as the "Project." Engineering services will include the evaluation and subsequent alignment recommendations, design, bid and construction phase services of three (3) wastewater line extensions totaling approximately 6,500 LF and one (1) water line extension of approximately 800 LF from existing connections under SH 130 and SH 45 to provide service to the area northwest of the highway interchange. The evaluation includes elements needed to develop recommended size, alignment and design for each utility extension, coordination with TxDOT and private utility owners, geotechnical and environmental engineering, and survey. It is assumed that existing conditions will be such that bore and jack construction can be utilized for each trenchless segment. The work will be done in accordance with the City's Engineering Design Manual, Construction Standards, Standard Specifications and Unified Development Code, Texas Commission on Environmental Quality (TCEQ) Rules, and Texas Department of Transportation (TxDOT) Utility Accommodation Rules.

I. Basic Services

A. PROJECT MANAGEMENT

1. Project Progress Meetings: Attend, lead and document Five (5) project meetings with the City at the City's Public Works Facility. Prepare meeting minutes including action item list. Meetings are anticipated to include a Project Kickoff Meeting, Alignment Review Meeting, PER Review Meeting, 60% Design Review meeting, and 90% Design Review meeting.
2. Project Administration: Internal design team meetings, coordination with subconsultants and perform project administration. Develop monthly project status report to be submitted with monthly invoices.

B. PRELIMINARY ENGINEERING

1. Data Review
 - a. Review record drawings and shop drawings for utilities within the Project area. Existing data to be provided by the City.
2. Wastewater Capacity Analysis
 - a. Review 2015 "State Highway 45 Wastewater Service Capacity" Report assumptions, calculations and results for Project area to review and confirm proposed wastewater pipe size and review available capacity of existing wastewater pipe and lift station immediately downstream of connections. Updated development

densities and corresponding Living Unit Equivalent (LUE) for the proposed Project service area will be provided by the City.

- b. Hydraulic modeling and/or sizing analysis for the water line extension will be performed by the City, and is excluded from this scope of work.
3. Materials of Construction
 - a. Provide recommendations of pipe materials, and develop limits of open cut versus trenchless construction for each of the four (4) utility extensions.
 4. Alignment Evaluation
 - a. Review property lines and surface features.
 - b. Review existing topography based on available LIDAR data and existing utility connection depths to establish minimum cover and slope requirements are feasible for the proposed alignments. Topographic data to be provided by City.
 - c. Recommend temporary and permanent easements for proposed alignments.
 - d. Develop up to three alignments for each water and wastewater extension based on the information gathered under this task.
 - e. Recommend final alignments for each water and wastewater extension.
 5. Preliminary Engineering Report
 - a. Develop Draft PER document summarizing the findings of the above tasks, including Quality Control (QC) review.
 - b. Develop Final PER document incorporating COA comments from Draft PER, including QC review.
 - c. Development of Exhibits for PER analysis and recommended alignments, including QC review. Exhibits shall be overlaid with relevant GIS reference layers as provided by the City, such as streets, pipe alignments, and points (hydrants, valves, manholes, etc.), and showing proposed water and wastewater improvements.
 - d. Preliminary Opinion of Probable Construction Cost.

C. DESIGN PHASE SERVICES

1. Utility Coordination and Permitting
 - a. TxDOT and Tolling Authority Coordination:
 - i. TxDOT Coordination Meeting: Attend, lead and document three (3) permitting coordination and plan review meetings with TxDOT North Travis County Area Office. Meetings are anticipated to include one (1) project kickoff meeting, one (1) alignment review meeting, and one (1) comment response review meeting. It is anticipated that the tolling authority will also attend these meetings.
 - ii. Coordinate with TxDOT and Tolling Authority in order to satisfy TxDOT permit requirements for ROW crossings.
 - iii. Provide design submittal through TxDOT's online Utility Installation Review (UIR) system. The permit will be obtained by the City of Pflugerville as the Owner.

- iv. Incorporate TxDOT review comments into 90% design documents.
 - b. Utility Owner Coordination:
 - i. Request existing record drawing information of potentially impacted utilities from SUE investigation and, if received, perform review for potential conflicts. If available, include timeline estimate for relocation of utilities identified as potential conflicts.
 - ii. Review preliminary plans with private utility owners for potential conflicts. Modify alignments to avoid impacts to existing utilities based on utility owner requirements. It is anticipated that up to four (4) utility owners will require plan review meetings. Coordination and/or review of any relocations of existing utilities is not included in this scope of work.
2. 60% Plans and Construction Documents
- a. Prepare cover sheet, project layout sheet, construction notes, preliminary traffic control, and preliminary erosion/sedimentation control sheets.
 - b. Incorporate City's comments from the PER, and prepare plan and profile sheets of the water and wastewater lines. Plan and profile sheets identifying right-of-way, property easement, existing utilities, and topographic features will be prepared at scale 1" = 40' horizontal and 1" = 4' vertical.
 - c. Prepare City standard detail sheets.
 - d. Assemble City of Pflugerville standard specifications Table of Contents.
 - e. Prepare 60% Opinion of Probable Construction Cost.
 - f. Perform Internal QA/QC of plans and project documents.
3. 90% Plans and Construction Documents
- a. Prepare 90% cover sheet, project layout sheet, construction notes, traffic control, and erosion/sedimentation control sheets.
 - b. Incorporate City's 60% comments and prepare 90% plan and profile sheets of the water and wastewater lines.
 - c. Prepare construction sequencing/phasing plan for project.
 - d. Prepare City standard details and special details, if required.
 - e. Prepare City of Pflugerville project documents and technical specifications as necessary, including Special Specifications or Special Provisions.
 - f. Prepare 90% Opinion of Probable Construction Cost.
 - g. Perform internal QA/QC of plans and contract documents.
4. Issued for Bid Plans and Construction Documents
- a. Incorporate City's 90% comments into Plans and Contract Documents.
 - b. Prepare final Construction Plans and Contract Documents for Bid Phase.

D. BID PHASE SERVICES

1. Coordinate with City for bid advertising on CivCast.
2. Attend pre-bid meeting with City for interested Contractors.
3. Address and respond to Contractor's questions and interpretation of bid documents, and issue addenda as required.
4. Review qualifications of low bidder and others as needed.
5. Recommend award of contract or other actions to be taken by City.
6. Prepare conformed contract documents and construction plans

E. CONSTRUCTION PHASE SERVICES

1. Attend one (1) pre-construction conference with the Owner and the Contractor and issue meeting minutes to the attendees.
2. Engineer will attend nine (9) monthly progress meetings with the Owner and the Contractor to review progress, outstanding action items and issues, and schedule. Engineer will issue meeting minutes to the attendees.
3. The Engineer will make periodic visits to the Project site and prepare site visit reports at intervals appropriate to the various stages of construction to observe the progress and quality of the Contractor's work. It is assumed for estimation purposes that the Engineer will visit the site once per month for a total of ten (10) months. Based on the information obtained during such visits, the Engineer will endeavor to determine if the Contractor's work is proceeding in accordance with the Contract Documents. The purpose of such project site visits and such observations is to keep the Owner generally informed of the progress of the Contractor's work and to determine if the completed work of the Contractor conforms in general to the line and grade shown in the Construction Contract Documents. The Engineer shall not, during such visits or as a result of such observations, supervise, direct, or have control over the Contractor's work nor shall the Engineer have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, for safety precautions and programs incident to the work of the Contractor or for any failure of the Contractor to comply with rules, regulations, ordinances, codes or orders applicable to the Contractor's performance of the work. The Contractor shall have sole authority over and responsibility for:
 - a. the means, methods, techniques, sequences, and procedures of construction,
 - b. safety precautions and programs incident to the construction, and
 - c. compliance with rules, regulations, ordinances, codes and orders applicable to the construction. The Engineer neither guarantees the performance of the Contractor nor assumes any responsibility for the Contractor's failure to furnish and perform its work in accordance with the Construction Contract Documents.
4. Review Contractor's Requests for Information (RFIs) and respond accordingly. Such clarifications and interpretations will be consistent with the intent and reasonably inferable from the Construction Contract Documents.
5. Review and make recommendations to the Owner regarding change orders as appropriate and when directed by the Owner, and prepare Change Orders as reasonably required. Preparation of Change Orders, which result from significant changes in the scope, extent, or character of the Project designed by the Engineer, is not included in this scope of services.

6. Review samples, catalog data, schedules, submittals, shop drawings, laboratory, shop and mill tests of material and test equipment and other data as required by the Construction Contract Documents, but only for conformance with the design concept indicated in the Construction Contract Documents. Such reviews will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto. Engineer will prepare and maintain submittal log.
7. Review Contractor's monthly pay request as needed after review and acceptance by the Owner's field representative.
8. Upon notice from the Contractor that the Contractor's work is ready for its intended use, conduct, in company with the Owner's representative and the Contractor, a site visit to determine if the work is substantially complete. If the Owner and the Engineer consider the work substantially complete, issue a certificate of substantial completion containing a list of required tasks for the Contractor to complete prior to issuance of certificate of final completion. Conduct a final walk through together with the Owner and the Contractor to determine if the work has reached final completion so that the Engineer may recommend final payment to the Contractor. If appropriate, make recommendations to the Owner for final payment to the Contractor.
9. Receive, review and transmit to the Owner Close-Out Documents, including maintenance and operating instructions, warranties and guarantees, close-out checklist items, marked up record documents received from the Contractor, which reflect field changes to the conformed documents. The Engineer will review the documents to ascertain, to the best of the Engineer's knowledge and belief, that the reflected field changes are complete and correct.
10. Prepare Project record drawings incorporating compiled change orders and field changes that are received from the Owner and the Contractor. One (1) full size sets of prints, one (1) PDF of "Record Drawings," and one AutoCAD file will be submitted by the Engineer to the Owner.

II. Deliverables

- A. Submit Draft and Final PER and Preliminary Opinion of Probable Construction Cost (OPCC).
 1. Five (5) hard copies of the draft and final PER, and one PDF of PER will be submitted to the City.
- B. Submit 60% plans and specification documents for City's review and comments.
 1. Three sets of half size plans, three sets of specifications and one PDF of plans and specifications will be submitted to the City for review and comments.
- C. Submit 90% plans and contract documents for City's review and comments.
 1. Three sets of half size plans, three sets of specifications and one PDF of plans and specifications will be submitted to the City for review and comments.
- D. Submit Issued for Bid plans and contract documents for City's review and comments.
 1. Three sets of half size plans, three sets of specifications and one PDF of plans and specifications will be submitted to the City.

III. Special Services

A. GEOTECHNICAL INVESTIGATION (HVJ Associates, Inc.)

1. Subsurface Exploration: Investigate subsurface conditions and characterize soil at the project area. The exploration will consist of twelve (12) test borings to depths ranging from 15 to 35 feet deep, for total drilling footage of 330 feet. The borings will be completed with a truck-mounted rig, equipped with flight augers and sampling tools. Soil samples in particular will be collected using Shelby tubes and/or split-spoon samplers. Field-testing of soil samples will include pocket penetrometer readings in the cohesive soils and Standard Penetration Tests (SPT) in cohesionless soils. The completed boreholes will be backfilled with soil cuttings and bentonite.
2. Laboratory Tests: Laboratory index tests will be performed on select soil samples recovered from the test borings. The index tests will include Atterberg limits, minus 200 sieve, moisture content, and unconfined compression tests.
3. Engineering Report: Results of the field data and laboratory data will be used to develop design and construction recommendations for the proposed pipelines. A report will be prepared by an engineer specializing in soil mechanics after reviewing available design, boring and laboratory data. In general, the following items will be included in the report:
 - a. Site vicinity map,
 - b. Geology map,
 - c. Plan of borings,
 - d. Boring logs,
 - e. Field and Laboratory test results summary
 - f. Recommendations for open-cut and trenchless installation of the utility lines
 - g. Pipe bedding and backfill recommendations
 - h. General earthwork and select fill recommendations
 - i. General trenchless section
4. It is assumed that existing conditions will be such that bore and jack construction will be utilized for each trenchless segment. If additional investigation, reporting (Geotechnical Baseline Report), or engineering recommendations are needed it will be as a supplementary agreement. Traffic control and traffic control plans are not included in the geotechnical scope of work.

B. ENVIRONMENTAL EVALUATION (CP&Y and Horizon Environmental Services, Inc.)

1. Threatened and Endangered Species Habitat Assessment

A habitat assessment and preliminary survey for federal Threatened and Endangered Species will be performed in the project areas.

- a. Perform a review of data from the U.S. Fish and Wildlife Service (USFWS), Texas Parks and Wildlife Department (TPWD) Natural Diversity Database (NDD), geologic maps, topographic maps, soil data, project aerials, and other additional

resources that may indicate the presence of potentially suitable threatened and endangered species habitat.

- b. Perform a field investigation to identify potentially suitable threatened and endangered species habitat within the project areas. Site conditions will be documented with regards to vegetation, soils, geology, and any observations of species or evidence of species in the vicinity of the project.

Note: If it is determined that presence-absent surveys or preparation of a Biological Assessment or Biological Evaluation and Section 10 consultation with USFWS would be required, these tasks would be completed under a supplemental agreement.

2. Cultural Resource Assessment

As the proposed project represents a publicly sponsored undertaking, the project sponsor is required to provide the Texas Historical Commission (THC), which serves as the State Historic Preservation Officer (SHPO) for the state of Texas, with an opportunity to review and comment on the project's potential to adversely affect historic properties listed on or considered eligible for designation as State Antiquities Landmarks (SAL).

- a. Perform basic archival research on the THC Texas Historic Sites Atlas and Texas Archeological Sites Atlas online databases, the Texas Archeological Research Laboratory (TARL), the General Land Office (GLO), the National Park Service's (NPS) online National Register Information System (NRIS), and/or other relevant archives for information on previous cultural resource investigations conducted in the vicinity of the project areas and previously recorded cultural resource sites and historic properties within and in the vicinity of the project areas. Desktop archival studies will examine a 1.0-mile radius surrounding the project areas.
- b. Review the abovementioned archives; historic, geological, and soil maps; and aerial surveys and photographs prior to initiating fieldwork to evaluate the potential for encountering significant cultural resources within the project areas.
- c. Develop and submit a consultation request letter summarizing the results of the background archival research and requesting the THC's official consultation to determine the scope of any further cultural resources investigations, such as intensive survey, that may be required to ensure the city's compliance with applicable state and federal laws. Under state law, the THC has 30 days to review and respond to consultation requests.

If the THC determines that a cultural resources survey of the project areas is warranted based on its review of the preliminary consultation letter, further cultural resources investigations would be required and be completed under a supplemental agreement.

3. Water of the U.S. Determination

Wetlands, water bodies, regulated special aquatic sites, and other waters of the U.S. will be investigated in the project areas.

- a. Preliminary Data Collection: Obtain and review pertinent data to identify potential waters of the U.S. within the project areas. Sources include, but are not limited to aerial photographs, soil surveys, USFWS National Wetlands Inventory (NWI) maps, U.S. Geological Survey (USGS) topographic maps and National Hydrography Dataset (NHD), and Federal Emergency Management Agency (FEMA) maps.
- b. Field Delineation: Perform a field investigation to identify potential wetlands and other waters of the U.S. in the project areas. Delineations will be conducted in accordance with the 1987 Corps of Engineers Wetland Delineation Manual along with the 2010 Regional Supplement for the Great Plains Region. The ordinary high water mark and wetland boundary, if present, will be mapped using the Collector application for iPad and Geneq SXBlue II Global Positioning System (GPS) unit with sub-meter accuracy. If wetlands are encountered, a minimum of one soil station inside and outside the wetland boundary will be taken. Maps will be provided of all pertinent information collected during the desktop review and field visit.

If it is determined that Waters of the U.S. are impacted such that permitting and coordination with U.S. Army Corps of Engineers (USACE) is required, these tasks would be completed under a supplemental agreement.

4. Hazardous Material Initial Site Assessment

Conduct a hazardous materials initial site assessment to document the potential presence of hazardous materials and petroleum products that may pose a risk to construction of the proposed water and wastewater lines.

- a. Obtain a regulatory database search showing the location of known hazardous materials.
- b. Review current and historic aerial photography to determine the potential presence of hazardous materials in the project areas.
- c. Conduct an on-site visual inspection of the project areas to identify and assess recognized hazardous material sites.

5. Environmental Due Diligence Report

- a. Prepare Environmental Due Diligence Report that summarizes the results of the data collection, site visits and associated agency coordination/permitting requirements for federally listed species, cultural resources, waters of the U.S., and hazardous materials. Report will also include overall environmental constraints exhibit. Engineer will submit a draft report to the City for review. Engineer will address comments from the City and submit a final Environmental Due Diligence Report to the City.

C. SURVEYING (Inland Geodetics, LLC)

1. Topographic Survey

- a. Establish 6 primary survey control monuments as inter-visible pairs at strategic locations along the project route. The coordinate values will be reconciled to NAD 83 Texas State Plane Coordinates. Central Zone 4203, US Survey feet and NAVD 88 for vertical control datums. These values will be derived from GPS SmartNet VMS observations at each point that include geographic positions of northing, easting and orthometric heights. A project combined scale factor will be derived from an average of the GPS observations at the three locations surveyed.
- b. Design and establish secondary control traverse as needed for boundary and topographic data gathering tasks.
- c. Perform differential level loops for installation of a benchmark system located at strategic locations on an approximate 800 foot intervals within the project limits.
- d. Collect spot elevations along the project route including back of curbs, driveways, visible utilities, drainage structures, centerline of roads, trees 8” and up, and any other hard surfaced improvements within the defined area, grade breaks, flowlines of watercourses, and other significant features relevant to the project (MH inverts, if any). The collected data will include spot elevations and breaklines sufficient to generate and/or merge to a 1 foot contour interval DTM for the project.
- e. Deliverables will include an AutoCAD 3D file with break-lines and associated XML file. A DTM file processed to 1.0 foot contours will be provided and the associated spot point data in ASCII format. A list of benchmarks and project control coordinates will be included.
- f. Perform a “One Call” utility contact for marking of known underground utilities at the road crossings along the project route and locate the markings for depiction in the DTM file.
- g. Locate horizontally and vertically up to twelve (12) geotechnical bore holes within the project limits. This proposal assumes a separate trip for collecting this information.

2. Boundary Surveying

- a. Perform sufficient research of the affected properties to reconstruct the existing boundary lines from record information. Additionally, prepare a list of affected landowners with tract numbers, legal descriptions, etc. for use by the project team.
- b. Prepare a property schematic generated from record data for the total project to include a list of property owners.
- c. Perform sufficient survey field boundary surveying for the project length to locate the record boundaries developed in items 2.a. and 2.b. on the ground.
- d. Perform sufficient boundary analysis of the gathered field work to depict the reconstructed boundaries. Prepare metes and bounds descriptions with accompanying survey plats for 14 permanent easements along the project route. This scope of work assumes that Temporary Construction Easements will be referenced as adjacent to and parallel with the described permanent easement and

will be handled as a statement within the metes and bounds descriptions. Other easements that may be required will be proposed as supplemental services. This scope of work does not include title review or property acquisition.

D. SUBSURFACE UTILITY ENGINEERING (CP&Y)

1. Preliminary SUE Investigation (QL-D SUE)

- a. Perform Quality Level 'D' (QL-D) SUE in accordance with ASCE Standard 38-02 in the project location to assist with alignment evaluation. QL-D is the most basic level of information for utility locations, and comes solely from existing utility records or verbal recollections. QL-D is useful primarily for project planning and route selection activities.
- b. One (1) site visit for the purpose of identifying surface features indicative of existing utilities.
- c. QL-D SUE information will be shown on the exhibits as part of the PER. City to provide GIS or CAD files of existing City-owned utility infrastructure.
- d. Based on the findings of the SUE, provide a list of potentially impacted utility owners and contact information.

2. Potholing (QL-A SUE)

- a. Perform four (4) QL-A SUE potholes by vacuum excavation to locate existing utilities. Provide pothole data showing coordinates of location, ground elevation, utility depth, size and material. Pothole will be backfilled following completion. If additional potholes are needed for design, is will be completed under a supplemental agreement.

IV. Additional Services

- A. Engineer will develop at the request of the Owner any changes, alterations or modifications to the Project which appear to be advisable and feasible based on unexpected field conditions and in the best interest of the Owner.
- B. Work not described in the basic services must be approved by supplemental amendment to this Contract by the Owner before the Engineer undertakes it. If the Engineer is of the opinion that any work is beyond the scope of this Contract and constitutes additional work, the Engineer shall promptly notify the Owner of that opinion, in writing. In the event the City finds that such work does constitute additional work, then the City shall so advise the Engineer, in writing, and shall provide extra compensation to the Engineer for the additional work as provided under a supplemental amendment.

V. Owner's Responsibilities

- A. The following items are not included in the Engineer's scope. The Owner will do the following in a timely manner so as not to delay the services of the Engineer and will bear all costs incident thereto.
 1. Owner will provide the Engineer with all criteria and full information as to the Owner's requirements for the Project, including study objectives and constraints, space, capacity

- and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which the Owner will require to be included in the PER, Drawings and Specifications; and furnish copies of the Owner's standard forms, conditions, and related documents for Engineer to include in the Bidding Documents, when applicable.
2. Owner will provide electronic copies of available and relative information, including the following:
 - a. GIS source layers available, including utility infrastructure, streets, property lines, and easements.
 - b. Record drawings and available pipe shop drawing submittals for pipelines proposed for connection, pipelines in the project area, and downstream lift stations.
 - c. Reports identifying proposed pipe sizes.
 - d. Results of hydraulic modeling that may impact or revise the pipe size and/or alignment.
 - e. Zoning densities in the form of LUE's for the development area proposed for service, and any other relevant information from Development Services.
 - f. Known public projects and private development projects within subject area that may impact the project.
 - g. Topographic data.
 3. Owner will give prompt written notice to Engineer whenever the Owner observes or otherwise becomes aware of a hazardous environmental condition or of any other development that affects the scope or time of performance of Engineer's services, or any defect or nonconformance in Engineer's services or in the work of any Contractor.
 4. Owner will arrange for legal access and/or right-of-entry for Engineer and Subconsultants to enter upon public and private property as required to perform services under the Agreement. Engineer will not be responsible for acquiring Right-of-Entry permits.
 5. Owner will examine all alternate solutions, studies, reports, sketches, drawings, specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto. Written review comments are to be delivered to the Engineer within fourteen (14) calendar days after receipt of each submittal.
 6. Owner will advise Engineer of the general description of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review during the PER, design and construction of this Project.
 7. Owner will provide necessary personnel and equipment for field verification (exposing) of sub-surface utility information critical to design for the project, as requested by the Engineer.
 8. Owner will pay any permit application fees associated with the project. Owner will sign permits and all permits will be under the Owner's name.

VI. Project Schedule

A. Notice To Proceed:	October 16, 2017
B. Preliminary Engineering Submittal:	January 31, 2018
C. 60% Design Submittal:	April 27, 2018
D. 90% Design Submittal:	August 3, 2018
E. Issued for Bid Documents Submittal:	September 14, 2018
F. Advertise/Bidding Completion:	November 9, 2018
G. Substantial Construction Completion:	August 30, 2019

VII. Fee Schedule

- A. See attached.

City of Pflugerville
SH 130 and SH 45 Water and Wastewater Extensions

FEE SUMMARY

Task Description	CP&Y Cost	Subconsultant Cost - Geotech (HVJ)	Subconsultant Cost - Survey (Inland Geodetics)	Subconsultant Cost - Archeology (Horizon)	Total Cost
BASIC SERVICES					
A. PROJECT MANAGEMENT	\$ 14,894.00	\$ -	\$ -	\$ -	\$ 14,894.00
B. PRELIMINARY ENGINEERING	\$ 32,994.00	\$ -	\$ -	\$ -	\$ 32,994.00
C. DESIGN PHASE SERVICES	\$ 133,076.00	\$ -	\$ -	\$ -	\$ 133,076.00
D. BID PHASE SERVICES	\$ 11,037.00	\$ -	\$ -	\$ -	\$ 11,037.00
E. CONSTRUCTION PHASE SERVICES	\$ 56,776.00	\$ -	\$ -	\$ -	\$ 56,776.00
EXPENSES	\$ 1,264.00	\$ -	\$ -	\$ -	\$ 1,264.00
SUB-TOTAL BASIC ENGINEERING SERVICES	\$ 250,041.00	\$ -	\$ -	\$ -	\$ 250,041.00
SPECIAL SERVICES					
A. Geotechnical Engineering	\$ 1,674.00	\$ 28,555.00	\$ -	\$ -	\$ 30,229.00
B. Environmental Evaluation	\$ 10,658.00	\$ -	\$ -	\$ 500.00	\$ 11,158.00
C.1. Topographic Survey	\$ 1,334.00	\$ -	\$ 20,314.00	\$ -	\$ 21,648.00
C.2. Boundary Survey/Metes and Bounds Descriptions	\$ 2,387.00	\$ -	\$ 39,630.00	\$ -	\$ 42,017.00
D. Subsurface Utility Engineering	\$ 11,538.00	\$ -	\$ -	\$ -	\$ 11,538.00
SUB-TOTAL SPECIAL SERVICES	\$ 27,591.00	\$ 28,555.00	\$ 59,944.00	\$ 500.00	\$ 116,590.00
TOTAL (BASIC & SPECIAL SERVICES & EXPENSES)	\$ 277,632.00	\$ 28,555.00	\$ 59,944.00	\$ 500.00	\$ 366,631.00
ADDITIONAL SERVICES					
A. None	\$ -	\$ -	\$ -	\$ -	\$ -
SUB-TOTAL ADDITIONAL SERVICES	\$ -	\$ -	\$ -	\$ -	\$ -
GRAND TOTAL (BASIC, SPECIAL & ADDITIONAL SERVICES, EXPENSES)	\$ 277,632.00	\$ 28,555.00	\$ 59,944.00	\$ 500.00	\$ 366,631.00

City of Pflugerville
SH 130 and SH 45 Water and Wastewater Extensions

Fee Breakdown - CP&Y Basic Services

Project Phase	Task Description	Principal	QC Reviewer	Senior Engineer	Project Manager	EIT	Senior Technician	CAD Technician	Admin	Sr. Environ. Planner	Environ. Planner II	Total Labor Hours	Total Direct Labor Costs	Total Cost by Phase
		\$245.00	\$185.00	\$174.00	\$156.00	\$94.00	\$90.00	\$76.00	\$66.00	\$120.00	\$78.00			
I. BASIC SERVICES														
A.	PROJECT MANAGEMENT													\$ 14,894.00
1.	Project Progress Meetings			10	15	10						35	\$ 5,020.00	
2.	Project Administration	2		8	36				36			82	\$ 9,874.00	
B.	PRELIMINARY ENGINEERING													\$ 32,994.00
1.	Data Review				4	4						8	\$ 1,000.00	
2.	Wastewater Capacity Analysis	2	2	4	12	16		8				44	\$ 5,540.00	
3.	Materials of Construction			2	8	8						18	\$ 2,348.00	
4.	Alignment Evaluation	2	2	6	16	16		24				66	\$ 7,728.00	
5.	Preliminary Engineering Report													
a.	Draft PER	2	4	8	16	16			4			50	\$ 6,886.00	
b.	Final PER		2	2	4	8			2			18	\$ 2,226.00	
c.	PER Exhibits		4		8	8		32				52	\$ 5,172.00	
d.	Opinion of Probable Construction Cost		2	2	4	8						16	\$ 2,094.00	
C.	DESIGN PHASE SERVICES													\$ 133,076.00
1.	Utility Coordination and Permitting													
a.	TxDOT Permitting		2	4	24	24		16	8			78	\$ 8,810.00	
b.	Utility Owner Coordination		2	2	32	16		16	4			72	\$ 8,694.00	
2.	60% Plans and Construction Documents													
a.	Cover, Layout, Notes, Traffic Control & ESC Sheets			5	14	21		28				68	\$ 7,156.00	
b.	Prepare 60% Plan and Profile Sheets	2		38	57	76		152				325	\$ 34,690.00	
c.	Prepare Standard Detail Sheets			4	12	12		8				36	\$ 4,304.00	
d.	Specifications Table of Contents			1	2	4			1			8	\$ 928.00	
e.	Opinion of Probable Construction Cost	1		2	6	12						21	\$ 2,657.00	
f.	Perform Internal QA/QC of 60% Project Documents		16		2	4		2				24	\$ 3,800.00	
3.	90% Plans and Construction Documents													
a.	Cover, Layout, Notes, Traffic Control & ESC Sheets			5	7	14		21				47	\$ 4,874.00	
b.	Prepare 90% Plan and Profile Sheets	2		38	38	57		114				249	\$ 27,052.00	
c.	Prepare Construction Sequencing Plan			2	4	8		4				18	\$ 2,028.00	
d.	Prepare Standard and Special Detail Sheets	1		4	12	12		8				37	\$ 4,549.00	
e.	Technical Specifications	1		6	12	24			8			51	\$ 5,945.00	
f.	Opinion of Probable Construction Cost			2	6	12						20	\$ 2,412.00	
g.	Perform Internal QA/QC of 90% Project Documents		16		2	4		2				24	\$ 3,800.00	
4.	Issued for Bid Plans and Construction Documents													
a.	Incorporate 90% Comments into final documents	1	6	8	19	19		38				91	\$ 10,385.00	
b.	Prepare Plans and Contract Documents for Bidding				2	4		4				10	\$ 992.00	
												1,568	\$ 180,964.00	\$ 180,964.00

City of Pflugerville
SH 130 and SH 45 Water and Wastewater Extensions

Fee Breakdown - CP&Y Basic Services

Project Phase	Task Description	Principal	QC Reviewer	Senior Engineer	Project Manager	EIT	Senior Technician	CAD Technician	Admin	Sr. Environ. Planner	Environ. Planner II	Total Labor Hours	Total Direct Labor Costs	Total Cost by Phase
		\$245.00	\$185.00	\$174.00	\$156.00	\$94.00	\$90.00	\$76.00	\$66.00	\$120.00	\$78.00			
I. BASIC SERVICES														
D.	BID PHASE SERVICES													\$ 11,037.00
1.	Coordinate Bid Advertising				2	2						4	\$ 500.00	
2.	Pre-Bid Meeting			2	4	4						10	\$ 1,348.00	
3.	Contractor Questions and Addenda	1	2	2	8	8		8				29	\$ 3,571.00	
4.	Review Low Bidder Qualifications				4	4						8	\$ 1,000.00	
5.	Recommend Award of Contract			2	4	4						10	\$ 1,348.00	
6.	Prepare Conformed Documents		2	2	4	8		12	4			32	\$ 3,270.00	
E.	CONSTRUCTION PHASE SERVICES													\$ 56,776.00
1.	Pre-Construction Conference			2	4	8						14	\$ 1,724.00	
2.	Monthly Progress Meetings			12	20	20			4			56	\$ 7,352.00	
3.	Site Visits				40	20						60	\$ 8,120.00	
4.	RFI Responses	2	4	4	12	16		16				54	\$ 6,518.00	
5.	Change Orders	2	4	4	8	16		16	4			54	\$ 6,158.00	
6.	Submittal Reviews			12	32	48						92	\$ 11,592.00	
7.	Review Monthly Pay Requests				10	10			10			30	\$ 3,160.00	
8.	Final Inspection and Recommendation			2	12	12			4			30	\$ 3,612.00	
9.	Contractor Close-Out Coordination			4	8	16			8			36	\$ 3,976.00	
10.	Record Drawings		4		8	8		24				44	\$ 4,564.00	
												563	\$ 67,813.00	\$ 67,813.00

City of Pflugerville
SH 130 and SH 45 Water and Wastewater Extensions

Fee Breakdown - Special Services

Project Phase	Task Description	Principal	QC Reviewer	Senior Engineer	Project Manager	EIT	Senior Technician	CAD Technician	Admin	Sr. Environ. Planner	Environ. Planner II	Total Labor Hours	Total CP&Y Direct Labor Costs	QL-A Pothole (per Each)	Total Sub Cost (Breakdown Attached)	Total Cost by Phase
		\$245.00	\$185.00	\$174.00	\$156.00	\$94.00	\$90.00	\$76.00	\$66.00	\$120.00	\$78.00			\$1,850.00		
III. Special Services																
A.	GEOTECHNICAL ENGINEERING															
1.	Subsurface Exploration				2	4		4				10	\$ 992.00	\$ -	\$ 16,420.00 ¹	\$ 30,229.00
2.	Laboratory Tests											0	\$ -	\$ -	\$ 3,660.00 ¹	
3.	Engineering Report		2		2							4	\$ 682.00	\$ -	\$ 8,475.00 ¹	
B.	ENVIRONMENTAL EVALUATION															\$ 11,158.00
1.	Endangered Species Habitat Assessment				2			2		4	14	22	\$ 2,036.00	\$ -	\$ -	
2.	Cultural Resources Assessment									4		4	\$ 480.00	\$ -	\$ 500.00 ²	
3.	Waters of the U.S. Determination				1			4		12	16	33	\$ 3,148.00	\$ -	\$ -	
4.	Hazardous Materials Site Assessment				1			2		6	12	21	\$ 1,964.00	\$ -	\$ -	
5.	Environmental Due Diligence Report		2		1			8		8	12	31	\$ 3,030.00	\$ -	\$ -	
C.	SURVEYING															\$ 63,665.00
1.	Topographic Survey		2		4	2		2				10	\$ 1,334.00	\$ -	\$ 20,314.00 ³	
2.	Boundary Surveying/Metes and Bounds		7		7							14	\$ 2,387.00	\$ -	\$ 39,630.00 ³	
D.	SUBSURFACE UTILITY ENGINEERING															\$ 11,538.00
1.	Preliminary SUE Investigation		1		2	4	24	8				39	\$ 3,641.00	\$ -	\$ -	
2.	Potholing (4)		1		2							3	\$ 497.00	\$ 7,400.00	\$ -	
												191	\$ 20,191.00		\$ 88,999.00	\$ 116,590.00

¹ HVJ Associates, Inc.

² Horizon Environmental Services, Inc.

³ Inland Geodetics, LLC

Note: Inland Geodetics, LLC amount assumes City will provide Sales and Use Tax Exemption Certification

City of Pflugerville
SH 130 and SH 45 Water and Wastewater Extensions

Expenses

Expense Item	Unit	Unit Cost	Amount	Total Cost
8 1/2" X 11" B/W Paper Copies	sheet	\$ 0.10	2,600	\$ 260.00
11" X 17" B/W Paper Copies	sheet	\$ 0.15	410	\$ 61.50
8 1/2" X 11" Color Paper Copies	sheet	\$ 0.25	200	\$ 50.00
11" X 17" Color Paper Copies	sheet	\$ 0.50	50	\$ 25.00
Express Mail (Standard)	each	\$ 15.00	2	\$ 30.00
Mileage	mile	\$ 0.55	650	\$ 357.50
GPS Rental	day	\$ 80.00	1	\$ 80.00
HazMat Database Search	each	\$ 400.00	1	\$ 400.00
TOTAL DIRECT EXPENSES				\$ 1,264.00

Mr. Ryan Owen, PE

August 22, 2017 (Revised August 24, 2017, September 18, 2017, September 25, September 26, 2017)

AG1710179

City of Pflugerville SH 130 and SH 45 Water and Wastewater Extensions					
HVJ Associates, Inc					
HVJ SCTx Proposal No. AG 17 10179					
Geotechnical Field Investigation - Drilling and Soil Sampling					
Mobilization/Demobilization - Austin	1	@	\$400.00	per mobilization	\$400.00
Drilling & Sampling- Soils	120	@	\$16.00	per foot	\$1,920.00
Drilling & Sampling- Rock	210	@	\$26.00	per foot	\$5,460.00
Shelby Tube (Thin Wall)	36	@	\$20.00	each	\$720.00
Standard Penetration Tests (SPT)	12	@	\$20.00	each	\$240.00
Backfilling Soils	330	@	\$7.00	per foot	\$2,310.00
Logging EIT	50	hr @	\$85.00	per hour	\$4,250.00
Utility Clearance and Permit Coordination-EIT	10	hr @	\$85.00	per	\$850.00
Vehicle Trip	6	@	\$45.00	each	\$270.00
				Sub Total	\$16,420.00
Laboratory Testing - Standard					
Moisture Content	20	@	\$18.00	each	\$360.00
Atterberg Limits	20	@	\$65.00	each	\$1,300.00
#200 Sieve Analysis	20	@	\$45.00	each	\$900.00
Unconfined Compressive Strength Tests	22	@	\$50.00	each	\$1,100.00
				Sub Total	\$3,660.00
Geotechnical Engineering & Reporting					
Senior Engineer, PE	4	hr @	\$150.00	hr	\$600.00
Project Engineer, PE	30	hr @	\$125.00	hr	\$3,750.00
Staff Engineer II, EIT	45	hr @	\$85.00	hr	\$3,825.00
Project Administrator	6	hr @	\$50.00	hr	\$300.00
				Sub-Total	\$8,475.00
				TOTAL	\$28,555.00



Environmental Services, Inc.

ARCHEOLOGICAL SURVEY AND ASSESSMENT		
City of Pflugerville SH 130 & SH 45 Water-Wastewater Extension Project		
Task	Description	Estimated Cost
1	Desktop Archival Research and SHPO Consultation Letter (including desktop archival research and agency coordination)	\$500

CITY OF PFLUGERVILLE
SH 130/45 W-WWL PROJECTS
INLAND GEODETICS, LLC

SERVICE	2 CREW	3 CREW	4 CREW	ADD	PM	RPLS	1GPS	TECH	GPS TECH	ADMIN	TOTAL	GPS REC. (\$15/Unit/Hour)	VEHICLES (\$60/Unit/Day)	ATVs (\$55/Unit/Day)	TOTAL		
RATE / HOUR	\$138	\$160	\$183	\$42	\$136	\$132	\$118	\$98	\$98	\$54		# of Units	# of Hours	# of Units	# of Days	# of Units	# of Days
ADMIN/MOBILIZATION/811	2 HRS				2 HRS	2 HRS		2 HRS		2 HRS	\$ 1,116.00						\$ 1,116.00
PRIMARY PROJ CNTL (6 PTS)	12 HRS					2 HRS	4 HRS				\$ 2,392.00						\$ 2,392.00
LEVELS		16 HRS				1 HRS		1 HRS			\$ 2,790.00						\$ 2,790.00
ROE COORDINATION					1 HRS	2 HRS				1 HRS	\$ 454.00						\$ 454.00
PROJECT CNTLS	14 HRS	16 HRS	0 HRS	0 HRS	3 HRS	7 HRS	4 HRS	3 HRS	0 HRS	3 HRS	\$ 6,752.00		0 HRS		0 DAYS		0 DAYS
150' RTE SURVEY ~8K LF	16 HRS				1 HRS	2 HRS	48 HRS			2 HRS	\$ 8,380.00						\$ 8,380.00
											\$ -						\$ -
											\$ -						\$ -
											\$ -						\$ -
											\$ -						\$ -
											\$ -						\$ -
DATA PROCESSING					1 HRS	2 HRS	32 HRS			4 HRS	\$ 4,392.00						\$ 4,392.00
QA/QC						2 HRS	4 HRS			1 HRS	\$ 790.00						\$ 790.00
											\$ -						\$ -
											\$ -						\$ -
											\$ -						\$ -
TOPO ROUTE SURVEYS	16 HRS	0 HRS	0 HRS	0 HRS	2 HRS	6 HRS	84 HRS	0 HRS	0 HRS	7 HRS	\$ 13,562.00		0 HRS		0 DAYS		0 DAYS
DEED RESEARCH					1 HRS	2 HRS		8 HRS		1 HRS	\$ 1,238.00						\$ 1,238.00
WORKING PROPERTY SKETCH						1 HRS		16 HRS			\$ 1,700.00						\$ 1,700.00
INITIAL FIELD BNDY SURVEYS	16 HRS				2 HRS	8 HRS	24 HRS			2 HRS	\$ 6,476.00						\$ 6,476.00
BOUNDARY ANALYSIS						4 HRS		16 HRS		2 HRS	\$ 2,204.00						\$ 2,204.00
SECDRY FIELD BNDY SURVEYS						2 HRS	4 HRS	4 HRS			\$ 1,128.00						\$ 1,128.00
											\$ -						\$ -
											\$ -						\$ -
											\$ -						\$ -
											\$ -						\$ -
											\$ -						\$ -
											\$ -						\$ -
BOUNDARY SURVEYS	16 HRS	0 HRS	0 HRS	0 HRS	3 HRS	17 HRS	28 HRS	44 HRS	0 HRS	5 HRS	\$ 12,746.00		0 HRS		0 DAYS		0 DAYS
EASEMENT PARCEL DOCS (14)					2 HRS	14 HRS		232 HRS		4 HRS	\$ 25,072.00						\$ 25,072.00
											\$ -						\$ -
											\$ -						\$ -
											\$ -						\$ -
QA/QC						4 HRS		12 HRS		2 HRS	\$ 1,812.00						\$ 1,812.00
											\$ -						\$ -
											\$ -						\$ -
											\$ -						\$ -
											\$ -						\$ -
											\$ -						\$ -
EASEMENT DOCUMENTS	0 HRS	0 HRS	0 HRS	0 HRS	2 HRS	18 HRS	0 HRS	244 HRS	0 HRS	6 HRS	\$ 26,884.00		0 HRS		0 DAYS		0 DAYS
SUB-TOTAL	46 HRS	16 HRS	0 HRS	0 HRS	10 HRS	48 HRS	116 HRS	291 HRS	0 HRS	21 HRS	\$ 59,944.00	TOTAL	0 HRS	TOTAL	0 DAYS	TOTAL	0 DAYS