

**PROFESSIONAL SERVICES AGREEMENT  
FOR  
FM 685 CORRIDOR STUDY**

STATE OF TEXAS           §  
  §  
COUNTY OF TRAVIS       §

This Agreement is entered into by and between the City of Pflugerville, a Texas Municipal Corporation (“City”), acting by and through its City Manager, and Kimley-Horn and Associates, Inc. (“Consultant”), both of which may be referred to herein singularly as “Party” or collectively as the “Parties.”

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

**I. DEFINITIONS**

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

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

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

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

**II. TERM**

2.1 This agreement shall become effective upon execution by the City and shall remain in effect until satisfactory completion of the Scope of Work unless terminated as provided for in this Agreement.

2.2 If funding for the entire Agreement is not appropriated at the time this Agreement is entered into, City retains the right to terminate this Agreement at the expiration of each of City’s budget periods, and any subsequent contract period is subject to and contingent upon such appropriation.

**III. SCOPE OF SERVICES**

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 *Exhibit A* 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 one million and twenty-five thousand dollars and zero cents (\$1,025,000.00) as total compensation, to be paid to Consultant as further detailed in Exhibit B.

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

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

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

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

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

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

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

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

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

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

## VII. TERMINATION

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

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

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

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

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

7.4.1 Bankruptcy or selling substantially all of company's assets

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

7.4.3 Performing unsatisfactorily

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

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

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

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

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

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

## VIII. NOTICE

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

If intended for City, to: City of Pflugerville  
Attn: Emily Barron, AICP  
Planning & Development Services Director  
P.O. Box 589  
Pflugerville, Texas 78691

If intended for Consultant, to: Kimley-Horn and Associates, Inc. Attn: Brian  
Boecker, P.E.  
Vice President  
10814 Jollyville Road, Bldg 4, Suite 200 Austin,  
Texas 78759

## 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 “*FM 685 Corridor Study*” in the Description of Operations block of the Certificate. The original Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept Memorandum of Insurance or Binders as proof of insurance. The original certificate(s) or form must have the agent’s original signature, including the signer’s company affiliation, title and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer’s authorized representative to the City. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the City. No officer or employee, other than the City Attorney, shall have authority to waive this requirement.

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

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

City of Pflugerville

### **Insurance Requirements**

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

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

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

Type of Insurance	Amount of Insurance	Provisions
Commercial (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		
<b>Contractual Liability</b>		
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: McGray & McGray Land Surveyors, Inc, The Rios Group, Inc, Rifeline, Stantec Consulting Services, Inc, Cambridge Systematics, TXP, Inc., and Quality Counts, LLC Any deviation from this subcontractor list, whether in the form of deletions, additions or substitutions shall be approved by City prior to the provision of any services by said subcontractor.

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

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

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

## **XII. INDEPENDENT CONTRACTOR**

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

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

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

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

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

### **XIV. AMENDMENTS**

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

### **XV. SEVERABILITY**

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

terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

## **XVI. LICENSES/CERTIFICATIONS**

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

## **XVII. COMPLIANCE**

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

## **XVIII. NONWAIVER OF PERFORMANCE**

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

## **XIX. LAW APPLICABLE**

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

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

## **XX. LEGAL AUTHORITY**

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

## XXI. PARTIES BOUND

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

## XXII. CAPTIONS

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

## XXIII. INCORPORATION OF EXHIBITS

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

Exhibit "A" - Scope of Services, including Project Description/Scope of Services; Exhibit "B" - Fee Summary for Professional Services and Exhibit "C" - Proposed Project Schedule.

## XXIV. ENTIRE AGREEMENT

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

## XXV. MISCELLANEOUS CITY CODE PROVISIONS

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

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

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

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

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

**25.6 Texas Government Code Mandatory Provision.** The City of Pflugerville may not enter into a contract with a company for goods and services unless the contract contains a written verification from the company that it; (i) does not boycott Israel; and (ii) will not boycott Israel during the term of the contract. (Texas Government Code, Chapter 2271.002) by accepting this rider, 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**

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

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

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

Printed Name: Sereniah Breland

Printed Name: **Brian Boecker, P.E.**

Title: City Manager

Title: **Senior Vice President**

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

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

APPROVED AS TO FORM:

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

## **EXHIBIT A SCOPE OF SERVICES**

### **PROJECT UNDERSTANDING**

Kimley-Horn (the “Engineer”) will perform a corridor study for FM 685 (the “Project”) with the objective to provide safe and efficient mobility for all users and the goal of being competitive for grant funding for construction. The Project generally consists of completion of survey, traffic analysis, alternatives analysis, fiscal impact analysis, development of a preferred alternative, pre-NEPA environmental review to determine if concepts are likely to be a CE-D or EA in environmental scoping, and conceptual improvements for improvements to FM 685 from Wells Branch Parkway to SH 130. The Project will deliver a preferred FM 685 concept that will enable the City to develop a schematic, begin environmental scoping with TxDOT to eventually obtain NEPA clearance, prepare right-of-way acquisition, and relocate utilities. The end product from the Project will have project-specific information from the preferred concept to support application for grant funding.

### **RESPONSIBILITIES OF THE CITY**

In conjunction with and in order for the completion of the professional services detailed below, the City of Pflugerville agrees to complete the following tasks:

- Schedule and hold a Project Kickoff Meeting and assist in developing the project stakeholders list and Technical Committee.
- Attend project coordination meetings, most will be held virtually.
- Attend Technical Committee meetings, most will be held virtually.
- Attend public meetings and business stakeholder meetings, held at facilities within the City of Pflugerville
- Cover the cost of advertising fees, obtain facilities for public involvement activities, and other direct costs associated with holding public meetings
- Provide approved development plans and previous project information along FM 685 at project inception and one update prior to Feasibility Analysis in Task 10.2.
- Provide timely reviews and comments on interim and milestone submittals in order for the consultant team to maintain agreed upon schedules
- Coordinate and facilitate developing an AFA and Control-Section-Job (CSJ) number for review purposes with TxDOT
- Provide survey data between Town Center Drive and SH 130 on FM 685 and at Pflugerville Parkway and FM 685 from Intersections II project
- Provide Synchro™ modeling files related to interim improvements to FM 685 at Pflugerville Parkway, Town Center Drive, and SH 130 in the Intersections II project

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

The Engineer's Services consist of the services specifically described in Sections 1 through 11 including the specific engineering services to be performed through the following consulting disciplines as subcontractors to the Engineer:

- (1) Rifeline – Public Involvement
- (2) McGray & McGray Land Surveyors, Inc. (McGray) – LiDAR Survey, Establish Existing FM 685 ROW
- (3) The Rios Group (TRG) – SUE Survey
- (4) Stantec Consulting Services, Inc. (Stantec). – Environmental Due Diligence
- (5) Cambridge Systematics – Travel Demand Modeling
- (6) Quality Counts, LLC (QC) – Data Collection
- (7) TXP, Inc. (TXP) – Fiscal Impact Analysis

### **1. PROJECT ADMINISTRATION AND COORDINATION SERVICES**

The Engineer will:

- 1.1. Assemble a Project team comprised of the City's representatives and the Engineer's representatives. The Engineer will meet with the Project team at a kickoff meeting to set the production schedule and parameters for all subsequent work, to verify the components within which all Project participants must perform, and to identify all parties and significant deadlines involved in the comprehensive schedule strategy. Based on this information, the Engineer will prepare a detailed schedule of its work for the Project addressing each component of the work to be done, indicating the points of involvement of all project participants. The Engineer will maintain the schedule throughout project development.
- 1.2. Develop a Project Management Plan, inclusive of a Project charter, communications plan, Project deliverables, risk response plan, change control plan, document control plan, quality plan, schedule, and budget. The Project Management Plan will be updated monthly to coincide with coordination meetings.
- 1.3. Perform general administrative duties associated with the Project, to consist of monitoring/reporting, scheduling, general correspondence, office administration, and invoicing.
- 1.4. Prepare and submit monthly status updates with updated schedule and invoices to the City for review and approval. The Engineer will prepare weekly progress updates.
- 1.5. Conduct nine (9) virtual monthly coordination meetings with City estimated at one (1) hour each for the duration of the Project. Meeting minutes and agenda will be prepared by the Engineer for each meeting.
- 1.6. Conduct up to five (5) virtual Technical Committee meetings estimated at two (2) hours each for the duration of the Project. The Technical Committee is anticipated to consist of membership from TxDOT, CAMPO, Travis County, and the City, to

be identified in coordination with the City, to present technical content developed as part of the Corridor Study and work towards consensus on a preferred alternative. Meeting minutes and agenda will be prepared by the Engineer for each meeting.

- 1.7. Coordinate with other consultants to share data on concurrent studies in the project vicinity. The following are anticipated:
  - a) Sharing of travel demand modeling and other traffic data with the SH 130 Corridor Study consultant and Rowe Lane Corridor Study consultant
  - b) Coordination for traffic data projections from the Kelly Lane Major Investment Study (MIS) consultant
  - c) Coordination with the Comprehensive Plan Aspire 2040 consultant for future land use and demographic projection assumption data
  - d) Coordination with the General Engineering Consultant (GEC) Right-of-Way agent for right-of-entry to properties along the Project and for survey and borings within the Right-of-Way to be coordinated by the City

## **2. PUBLIC INVOLVEMENT SERVICES**

Public Involvement on the Project is intended to include two phases with an initial phase with information gathering and needs assessment and a final phase to present recommendations for feedback. Public involvement activities will include the following:

- 2.1. The Engineer or its subconsultant shall develop and maintain the FM 685 Public Involvement Plan (PIP) for project-level development activities and procedures applicable from the beginning of the corridor study up to environmental clearance. Rifeline shall maintain public involvement procedures in accordance with current City and State code, regulations and guidance. Rifeline shall develop and apply performance metrics to analyze the success of the procedures, activities and tools outlined in the PIP and provide recommendations based upon the findings. Deliverables will include the following:
  - Draft and Final PIP
  - Public Involvement performance evaluation
- 2.2. The Engineer or its subconsultant shall update and maintain a project contact mailing list that includes the following stakeholders:
  - Potentially affected property owners and businesses (including all adjacent owners)
  - Elected officials with constituents in the project area
  - Coordinating jurisdictions staff
  - Other stakeholders as identified over the course of the project
- 2.3. The Engineer will develop, host, and maintain a project website on Social Pinpoint to include the following tools for engagement virtually:
  - Digital survey
  - Online interactive map tool
  - Document library with copies of public meeting boards and interim project deliverables
- 2.4. The Engineer will host two (2) public meetings to gather input and feedback during



the project, anticipated to occur during on a weekday and include three (3) team members from the Engineer and two (2) members of its subconsultant. The Engineer will be responsible for developing presentation materials to include boards, activities, comment cards, surveys, and supplies for involvement activities. It is anticipated that up to four (4) City or GEC staff will be present to assist in facilitating the meeting.

- 2.5. The Engineer will host a business stakeholder meeting with business owners with addresses on FM 685 in the Project limits to gather input on concerns about mobility and access along the corridor. The Engineer will prepare an agenda, meeting notes, a presentation on the Project scope, and rollplot maps of the corridor for location-specific comments and comment cards for general comments.
- 2.6. The Engineer will host up to two (2) pop-up meetings at businesses along corridor for up to four (4) hours each with one (1) member of the Engineer, one (1) member of a subconsultant, and one (1) City staff or General Engineering Consultant (GEC) member present. Interviews conducted and feedback received will be documented and summarized in a report for each meeting.
- 2.7. A subconsultant will analyze where Environmental Justice populations live along the corridor and develop content to engage historically underrepresented populations for use by the City in targeted advertisements sufficient to meet and exceed NEPA, CAMPO, and TxDOT requirements.
- 2.8. The Engineer or its subconsultant will coordinate, support, make presentations or facilitate, prepare handouts, and document outreach for various groups up to seven (7) stakeholder meetings, including but not limited to:
  - Small groups of internal stakeholders, agencies, local jurisdictional entities and public officials (generally under 10 external attendees).
  - Small groups of external stakeholders such as community groups and seminars/industry events (generally under 30 attendees).
  - Large-groups such as community associations, business groups, or other entities at table-top and town hall type meetings (30-100 external attendees).
- 2.9. Advertising content will be developed by a subconsultant for use by the City to promote involvement in the project, and includes the following in both English and Spanish:
  - Public meeting notices for each meeting in Task 2.4 for a newspaper, 15 days prior to the meeting
  - Project overview handouts on 8.5” x 11” format for each public meeting in Task 2.4
  - Project fact sheets (up to 2)
  - E-mail blasts (up to 3)
  - Media releases (up to 3)
  - Social media posts (up to 25)
  - Direct mail postcards (up to 2)
- 2.10. The Engineer or its subconsultant will document all engagement metrics, photos of

events, and develop a report of each public meeting and stakeholder meeting to be included in the draft and final report in Task 11 as an appendix to the overall corridor study report. The report documentation will include all notices, attendance metrics, and content required to satisfy NEPA requirements for engagement as documentation for future environmental clearance in future Project phases.

### **3. ENVIRONMENTAL SERVICES**

The environmental due diligence includes investigation of environmental features, assessment of environmental impacts for likely NEPA classification of alternatives (including Environmental Assessment (EA) or Categorical Exclusion (CE)), and advance preparation for compliance with NEPA requirements for a future phase of work by Stantec after selection of a preferred alternative. This scope of services is in support of alternatives evaluation pre-NEPA to inform decisions in Task 10 when prioritizing and selecting a preferred alternative:

- 3.1. This task includes the preparation of a desktop review and analysis on the proposed corridor, which may include up to three alternatives. The investigations are designed to identify potential impacts due to endangered species/habitat, karst, hazardous materials, and flood plain (waters of the US) issues that may exist. Stantec will recommend additional required field investigation based on the findings of the desktop review. This analysis will also include desktop investigations designed to identify any previously documented prehistoric or historic cultural resources which may be affected by the project that are designated as a State Antiquities Landmarks (SAL), local landmarks, listed in the National Register of Historic Places (NRHP) or otherwise previously designated or evaluated.
- 3.2. Stantec will conduct a site visit to confirm the presence of identified constraints, collect site photographs, and familiarize the project team with the corridor and surrounding area. The results of the desktop constraints analysis will be summarized in a Technical Report, which includes creation of an environmental constraints figure and ArcGIS dataset.

### **4. SURVEYING SERVICES**

Engineer will use the boundary survey to determine delineation of ROW and where needs are proposed by the project. The following is the understanding of the area to survey in Task 4.1:

- Approximately 16,930 L.F. of FM 685 from Wells Branch Parkway to Town Center Drive, as highlighted in “RED” below in Exhibit “A”. This excludes the area in “BLUE” near Pflugerville Parkway (previously surveyed by others).
- Approximately 1,160 L.F. of FM 685 from Town Center Drive to the Southbound feeder road of SH 130 (previously surveyed by others), as highlighted in “YELLOW” below in Exhibit “A”.
- Approximately 550 L.F. of FM 685 from the southbound feeder road for SH 130 to the northbound feeder road of SH 130” as highlighted in “RED” below in Exhibit “A”.

The following are assumed to be the survey controls for all deliverables in Task 4.1:

- Horizontal Control: The survey will be provided in Texas State Plane, NAD 83, Grid coordinates with a note defining the Grid to Surface Scale factor.
- Vertical Control: Elevations will be obtained using NAVD 88 and at least four (4) benchmarks will be established onsite and descriptions will be provided on the drawing.



4.1. McGray shall conduct topographic mapping for the proposed project limits in Area #1 including the following scope of services:

- Provide a digital topographic design file at 1-foot contour intervals, for the areas highlighted in "RED" on Exhibit "A". The use of a Leica Mobile Mapping unit will be used to obtain this data.
- Locate and identify all above ground features within the survey limits including buildings, fences, visible utilities, sidewalks, driveways, guardrails, signs, telecom boxes, utility poles, mailboxes, manholes, water valves and water meters, for the areas highlighted in "RED" on Exhibit "A".
- Identify types of existing pavement surfaces for streets, sidewalks and

driveways. Locate and identify existing traffic signals including base, street signs and control boxes, for the areas highlighted in "RED" on Exhibit "A".

- Locate sufficient boundary to show the right-of-way lines graphically for the areas highlighted in "RED & YELLOW" on Exhibit "A". ***The right-of-way locations are not intended to be used for land sale or acquisition.***
- Confirm the data and positional integrity of a previous survey, to be provided to McGray & McGray by Kimley-Horn, of the areas in "YELLOW" and "BLUE" on Exhibit "A".

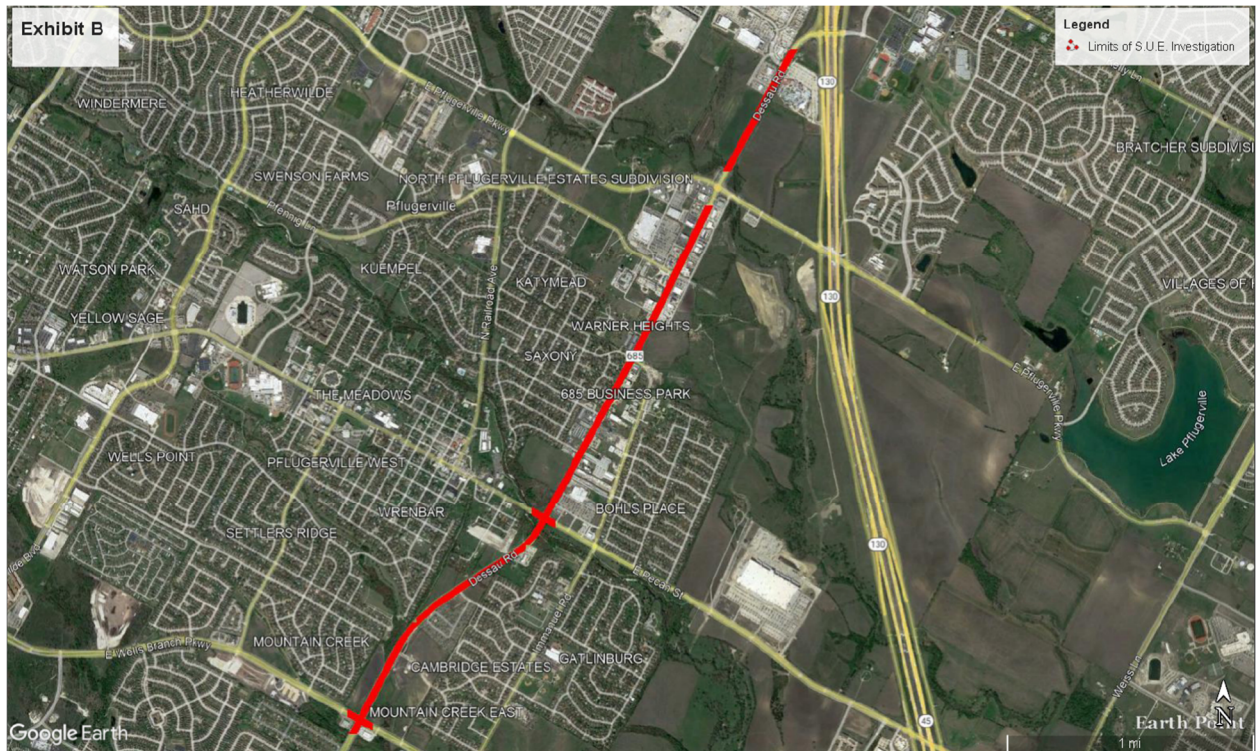
#### Task 4.1 Deliverables:

- MicroStation (.dgn) version V8i format.
- The units of the drawing file shall be U.S. survey feet.

4.2. The Rios Group (TRG) will perform SUE services for this project in general accordance with the recommended practices and procedures described in ASCE publication CI/ASCE 38-02 "Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data." As described in the publication, four levels have been established to describe and depict the quality of subsurface utility information. The four quality levels are as follows:

- Quality Level D (QL"D") – Information obtained from existing utility records.
- Quality Level C (QL"C") – Surveyed data depicting visible above-ground features supplemented with QL"D" information.
- Quality Level B (QL"B") – Two-dimensional horizontal information obtained through the application and interpretation of non-destructive surface geophysical methods. Also known as "designating," this level incorporates QL"C" information and provides horizontal positioning of subsurface utilities to within approximately 1.0 foot.

The scope of this proposal includes QL"B" SUE services within the public ROW along FM 685 from SH 130 to 250' south of Wells Branch Parkway in Pflugerville, Texas. Additionally, TRG will complete QL"B" SUE for 50' along each minor cross street at their intersection with FM 685 and for 250' east and west along East Pecan Street and Wells Branch Parkway from FM 685. The approximate limits of the SUE investigation are shown in red on Exhibit B. The intersections of FM 685 / Pflugerville Parkway and FM 685 / SH 130 are excluded from this scope of work.



TRG will attempt to designate the following utilities within this area: potable water, reclaimed water, chilled water, natural gas/crude oil/refined product pipelines, communication duct banks, fiber optic, cable television, telephone, and electric. Wastewater and storm drain facilities will be inverted at manholes, and will be depicted as QL“C” information. TRG will obtain an inventory of overhead utilities. Additionally, TRG will attempt to designate utility service lines, however, because these lines are often non-conductive and not shown on records TRG cannot guarantee all service lines will be included in the final deliverables. Irrigation lines are excluded from this scope of work. The survey of SUE field markings is also included in this scope of work.

#### QL“D” and “C” – Records Research and Surface Feature Survey

It is the responsibility of the SUE provider to perform due diligence with regard to records research and the acquisition of available utility records. The due diligence provided for this project will consist of contacting the applicable One Call agency and associated utility owners/municipalities, visually inspecting the work area for evidence of utilities, and reviewing available utility record information. Additional utilities not identified through these efforts will be referred to as Unknown utilities.

#### QL“B” – Designating

Following a review of the project scope and available utility records with the project manager, TRG field personnel will begin designating the approximate horizontal position

of known subsurface utilities within the project area. A suite of geophysical equipment that includes magnetic and electromagnetic induction will be used to designate conductive utilities. Where access is available, a sonde will be inserted into non-conductive utilities to provide a medium for transmission which can then be designated using geophysical equipment. Non-conductive utilities can also be designated using other proven methods, such as rodding and probing. TRG will make a reasonable attempt to designate Unknown utilities identified during field work; however, no guarantee is made that all Unknown utilities will be designated. Utilities will be marked and labeled to distinguish type and ownership. Field data depicting the designated utilities, as well as relevant surface features, will be produced to ensure accuracy and completeness of subsequent survey data. TRG will review the collected survey data, field data, and utility records for accuracy and completeness.

Task 4.3 Deliverables:

- A utility file in CAD format depicting all designated utilities.
- 11" x 17" SUE Plan Sheets depicting all designated utilities. These plans will be signed and sealed by a Professional Engineer and delivered in electronic PDF form.

## 5. TRAFFIC DATA COLLECTION SERVICES

QC will perform the following traffic data collection services:

- 5.1. Obtain existing AM (7-9AM), Midday (11AM-1PM) and PM (4PM-6PM) peak-period turning movement counts for cars, bicycles, and pedestrians at the following intersections:
  - FM 685 at Copper Mine Drive Overpass (northbound and southbound)
  - FM 685 at Town Center Drive
  - FM 685 at Pflugerville Parkway
  - FM 685 at Pfennig Lane
  - FM 685 at Old Austin-Hutto Rd
  - FM 685 at Pecan St
  - FM 685 at Oxford Dr
  - FM 685 at Olympic Dr (verify if open to traffic, recent build)
  - FM 685 at Wells Branch Parkway
- 5.2. Obtain 24-hour vehicle classification counts for 3 consecutive weekdays at following locations:
  - FM 685 North of Town Center Drive
  - FM 685 North of Pflugerville Parkway
  - FM 685 North of Old-Austin Hutto
  - FM 685 North of Pecan St
  - FM 685 South of Pecan St (across bridge)
  - FM 685 North of Wells Branch Parkway
- 5.3. Obtain 13-hour (6AM-7PM) pedestrian and bike counts for 2 consecutive days at the following locations:

- Heritage Loop Trail N of Split Oak Dr
- Heritage Loop Trail E of FM 685 (south of Pecan)
- Settlers Valley Trail (W of Wuthrich Park)

## **6. TRAVEL DEMAND MODELING SERVICES**

The Engineer or its subconsultant (CS) will perform the following on the existing and future year models. Model run scenarios on the City's travel demand model will be used for development of growth rates and forecast year changes in volumes resulting from new connections parallel or near corridor in the alternatives analysis in Task 10. Model run scenarios on the CAMPO 2045 model will be based on the preferred alternative concept in support of future grant applications:

- 6.1. CS will run a total of five (5) scenarios on the Existing and Forecast Year models and extract performance measures for each run. The scenarios will include:
  - Updated baseline forecast model run with updated demographics from the CAMPO Comprehensive Plan update on the City's travel demand model developed during the TMP
  - Up to two (2) forecast year model runs representing alternative build scenarios for the FM 685 corridor on the City's travel demand model developed during the TMP.
  - One (1) forecast year model run representing no-build conditions using the CAMPO 2045 model for support of a grant application in a future phase of the Project.
  - One (1) forecast year model run representing build conditions in the preferred scenario using the CAMPO 2045 model for support of a grant application in a future phase of the Project.
- 6.2. The Engineer will develop exhibits illustrating model volumes for the FM 685 corridor for the five (5) scenarios to present to the Technical Committee at one of the recurring meetings in Task 1.

Deliverables will consist of:

- Post-processed assigned volumes and performance measures from up to five (5) scenarios for Forecast Years.
- ESRI shapefile and TransCAD files of the loaded networks from the five (5) model runs.
- Exhibits illustrating resulting model volumes for the Technical Committee

## **7. FISCAL IMPACT MODELING SERVICES**

TXP will provide fiscal impact analysis along the proposed project limits and include the following services:

- 7.1. Progress Meetings
  - TXP will attend up to 3 City of Pflugerville planning and zoning meetings to provide input and findings related to the project.

- TXP will also attend up to 4 meetings with the City of Pflugerville staff to provide status reports and preliminary findings.
  - Under this task, TXP might also meet with landowners and stakeholders active within the FM 685 corridor.
- 7.2. Fiscal Impact of Different Land Uses
- Building upon the future land use map assumptions and fiscal impact model developed as part of the ongoing comprehensive plan update, TXP will estimate changes in population, employment, and land value. First, TXP will gather existing land use information by parcel within ½ mile on both sides of the corridor. Second, TXP will estimate existing population and employment within the ½ mile buffer. Third, TXP will use the density assumptions per acre by land use in the Aspire 2040 Comprehensive Plan to project changes in employment and population for up to 3 scenarios. Last, TXP will estimate the property tax value changes between the existing conditions (baseline) and up to 3 scenarios.
- 7.3. Comparable corridors analysis
- To refine the findings of Task 2, TXP will work with other consulting team members and City staff to identify up to 3 comparable corridors that reflect what is likely to be built within the FM 685 corridor (ex. Westheimer Road in Houston). TXP will then gather land use data (ex. property values and land use categories) for these areas. TXP will then refine the build out forecast for the FM 685 corridor.
- 7.4. Reporting & Coordination
- TXP will prepare a written report of its findings including a summary of plausible revenue change (ad valorem and sales tax projections) from changes likely to occur from redevelopment within a 20 year period.
  - TXP will hold meetings to collaborate and share information with other consulting team members as part of this task.

## **8. CORRIDOR VISION AND GOALS**

This task is intended to develop the purpose and need for the Project, establish context zones on the corridor for segmentation of evaluations, and determine goals and performance measures for evaluation of alternative concepts for the corridor. The Engineer will:

- 8.1. Give input towards development of a Purpose and Need statement for the Project in coordination with the Technical Committee and environmental due diligence identified in Task 3.3.
- 8.2. Evaluation of context zones and determination of meeting NEPA requirements for segmentation. Context zones will be established with a graphical layout map to delineate boundaries. A summary of observations of the common characteristics of each zone will be documented along with example pictures of each zone for use in the Existing Conditions Report in Task 9 and in support of Public Meeting #1.
- 8.3. Up to 6 goals for the corridor will be developed with up to 10 performance measures for evaluation of and ranking of alternatives for each segment and major



intersection along the corridor. It is anticipated that Transportation Master Plan prioritization tool performance measures and goals will be updated based on project-specific goals and performance measures identified as well as performance measures that make the project competitive for grant funding through CAMPO and TxDOT.

Deliverables will consist of:

- Context zones observations summary (in Task 9 deliverable)
- Prioritization Tool for Alternatives Analysis in Task 10

## **9. EXISTING CONDITIONS ANALYSIS**

This task consists of evaluation of existing conditions as a baseline for alternatives development and evaluation. Once data needs and sources are identified, the Engineer shall contact the appropriate agencies and organizations to obtain the data.

The Engineer will perform the following services:

### **9.1 Transportation System Data for the Corridor**

Detailed existing data will be collected from the public entity stakeholders where available, such as:

- a. Lane assignments and traffic control operations. Lane assignments will be collected for the corridor. Traffic signal operational features will be verified in the field for the corridor for input to the Synchro model (features to be verified will include vehicle and pedestrian signal head indications, protected/permissive left turn operation, phasing sequence, overlap movements, vehicle detection, pedestrian pushbuttons)
- b. Traffic signal timings and/or plans will be obtained and analyzed for input into the Synchro model
- c. Access to adjacent land uses
- d. Adjacent land use (plats, classifications, acreage by type)
- e. Roadway plans and past studies — County, City, TXDOT, CAMPO, TIP, RTP (where applicable)
- f. GIS data with utility information

### **9.2 Traffic Data Processing**

Engineer shall process data collected in Task 5, calculate peak hour volumes and peak hour factors for analysis for AM, Midday, and PM peak periods for input into Synchro models for evaluation split by cars, pedestrians, and bicycles.

Deliverable:

- ◆ Prepare tabular and graphical summaries of the count data for the corridor, suitable for stakeholder meetings and public outreach exhibits.

### **9.3 Transportation Plans**

Engineer will review most current transportation plans from TxDOT, CapMetro, CAMPO, the City of Austin, City of Round Rock, and Travis County to include committed improvements and travel forecasts as well as bicycle and pedestrian plans. Plans will be reviewed and a summary of any improvements planned or forecasted on or within 1 mile of the corridor by other agencies. A summary of recommendations from the City of Pflugerville Transportation Master Plan for roadway, bicycle, and pedestrian improvements will also be provided separately to compare and note any conflicts.

### **9.4 Utilities**

Obtain pertinent data on existing major utilities, including the limits of the abandoned MoKan corridor.

### **9.5 Aerial Photography**

Obtain most recent digital aerial orthophotography of the study area via NearMap and used in all materials.

### **9.6 Crash Information**

Obtain crash information from 2019-2021 from the TxDOT Crash Records Information System (CRIS) database and summarize and report crash frequency, severity, involvement of pedestrian or bikes, collision type, and contributing factors. Crashes will be converted into crash frequencies per 100 million VMT and described in the mem in Task 9.9. Patterns or significant findings will be described for potential safety countermeasures and incorporation into alternatives development in Task 10 as well as for potential grant applications in a future phase of the Project.

### **9.7 Land Use/Master Plans**

Obtain mapping showing existing land use, existing building footprints, major utilities, ROW, drainage areas based on topographic information, floodplains (Atlas 14), and street names from the City of Pflugerville. Obtain existing development guidelines and restrictions, development densities, design standards, base district zoning regulations, etc. for the study corridor. Obtain current information about approved development plans within the project area.

### **9.8 Develop Existing Conditions Peak Hour Traffic Operations Model**

Engineer shall develop existing conditions SYNCHRO/SimTraffic peak hour traffic operations models of the corridor including the AM, Midday, and PM peak hour and include all intersections where turning movement counts are collected in Task 5.1. The

Engineer may break up the development of the traffic simulation model into logical or representative segments as needed.

- a. Using existing geometric and traffic volume information described herein, code the AM, Midday, and PM peak hour Synchro models to reflect transportation network configurations for existing (2022) traffic conditions.
- b. Run and calibrate the SYNCHRO networks to reflect existing real-world traffic conditions.
- c. Videos of the model analysis from SIMTraffic will be prepared for presentation at the Technical Committee and recurring progress meetings with City.

### **9.9 Existing Conditions Technical Memorandum**

Summarize results of the analysis in a technical memorandum and address the following for the AM and PM peak hours for existing conditions (year 2022):

- a. Delay and Level of Service (LOS) by intersection
- b. Network Delay
- c. Network Fuel Consumption
- d. Network Emissions

#### Deliverables

- The memorandum and summary of conditions to be provided to the City for a Draft Existing Conditions Analysis Report, with comments to be provided by the City and GEC.
- A final Report will be provided after all comments are received, documented in a comment log, and addressed.

## **10. ALTERNATIVES ANALYSIS**

The Engineer will review and evaluate the following items to determine how each will be considered to develop, evaluate, prioritize alternatives for each segment and major intersection identified in Task 8 and ultimately select a preferred alternative for future schematic design, NEPA documentation, and PS&E:

- 10.1. Identify and Define Alternate Context-Sensitive Improvement Concepts
  - Review mobility data, crash data, and observed issues from field review and identify up to 3 alternative concepts for each segment to include access management treatments, streetscape improvements, pedestrian, bicycle, and

auto capacity or safety improvements. In addition, concepts will include potential additional parallel or near corridor connections for improvements to the street network and supportive of a connected grid for development and redevelopment of an urban boulevard. It is anticipated that these alternatives will be presented during one of the monthly meetings and reviewed prior to the alternative analysis.

- The Engineer will prepare context sensitive improvement sketch-level concepts to address the corridor issues for the segments and major intersections, consisting of:
  - Intersection Geometric Improvements (turn lanes, innovative intersections, grade separations);
  - Median Opening Modifications (closures and consolidations);
  - Access Control Modifications (driveway consolidations and closures, superstreet concepts, landscaping and streetscape options);
  - Traffic Signal Modifications (timings, coordination, and emergency preemption);
  - Potential transit stop locations and amenities, if a future service is implemented to complement adjacent developments and points of interest along the corridor;
  - Intelligent Transportation System Improvements (driver information systems, changeable message signs, and alternate route notification with real time traffic signal adjustments);
  - Travel Demand Management Programs (carpool/vanpools, telecommuting, parking management, employer trip reduction programs, and transit incentives);
  - Up to two Alternative Corridor Improvements (transportation system improvements along alternative parallel corridors which would assist in reducing demand); and,

#### 10.2. Feasibility Analysis of Alternatives

- Alternatives will be checked for feasibility by determining if certain concepts would be cost-prohibitive, involve significant displacement, substantial utility relocation, floodplain and drainage impacts, and environmental impacts.

#### 10.3. Alternatives Evaluation

- Feasible alternatives from Task 10.2 will be evaluated based on AM, Midday, and PM peak Synchro network volumes for a 2045 study year to align with the current CAMPO travel demand model and project evaluation process for grants in future calls for projects. Volumes for the 2045 study year will be grown from existing data collected in Task 5 by using a growth factor developed from evaluations in Task 6.1 on the City's existing and forecast year travel demand models, inclusive of any new street connections that may reduce volumes on FM 685. Study year volumes will be calibrated based on real-world capacities of streets similar to FM 685 in the build condition and scaled appropriately, including turning movements. A no-

build alternative will also be evaluated for determination of level of improvement for each alternative.

- Intersections that include innovative intersections will be modeled using VISSIM microsimulation software for adequate analysis
- Fiscal impacts and planning level costs will be determined for each feasible alternative. Fiscal impact model analysis is included in Task 7. Fiscal impact analysis results of alternatives will be presented to the planning and zoning commission for feedback on concepts that impact potential adjacent land uses.

#### 10.4. Alternatives Prioritization

- Operational performance outputs as well as qualitative safety outputs, anticipated utility relocations or adjustments, anticipated right-of-way impacts, anticipated environmental impacts, and other identified impacts will be input into a Prioritization Tool developed in Task 8 and scored and ranked. Goal weights will be developed by adjusting weights from the Transportation Master Plan project prioritization process with input from the Technical Committee, City staff, and the GEC to reflect the City's mobility goals and be balanced with the goal of the project being competitive for grant funding
- Results of the prioritization exercise will be presented to the Technical Committee for selection of a preferred alternative corridor concept

#### 10.5. Preferred Concept

- After a preferred alternative is selected a corridor concept will be laid out horizontal. This will serve as a starting point for the schematic.
- Based on the alternative analysis and sketch-level concept a 3D model of the corridor will be developed for presentation at the 2<sup>nd</sup> Public Meeting. The 3D model will be built in AutoCAD Civil 3D and rendered.
- Identification of comments addressed in the first phase of engagement will be included with how comments were addressed to close the feedback loop
- A planning level cost estimate of improvements, broken out by segment and major intersection will be developed and displayed in table format with major cost components. Right of way costs will be estimated based on the Engineer's current understanding of conditions in the study area at the time of report writing in Task 11. The Engineer has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided are based on the information known to Consultant at this time and represent only the Engineer's judgment as a design professional familiar with the construction industry. The Engineer cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.

The Engineer will provide the following deliverables during this task:

- Alternative concept project sheets including scope information and sketch-level conceptual layouts
- Alternatives Analysis Technical Report compliant with NEPA requirements
- Prioritization results
- Preferred Concept horizontal layout
- Preferred Concept 3D model

## **11. REPORT DOCUMENTATION AND PRESENTATION**

This task includes documentation and presentation of results . The Engineer will:

- 11.1. A corridor study plan document will be prepared to summarize and document the analysis and recommendations. The plan will define the visions for the corridor and needed multi-modal transportation infrastructure. Stakeholder feedback will be incorporated into this document. An executive summary not longer than 10 pages will be included that can be shared as a standalone document summarizing the results in a concise format.
- 11.2. A final corridor study plan document will be revised based on one (1) round of comments combined from the City, GEC, and Technical Committee.
- 11.3. A PowerPoint presentation will be prepared suitable for presentation to boards, commissions and city council (assume 2 presentations).
- 11.4. Consultant will attend up to eight (8) meetings with a City committee, board, commission, external agencies separate from the Technical Committee, and/or City Council for presentation of results.

The Engineer will provide the following deliverables during this task:

- Corridor study plan document (draft and final)
- PowerPoint presentation of results for presentation to City Council

## **12. ADDITIONAL SERVICES**

The following additional services will only be implemented if required and with prior approval from the City. If additional services not specified herein are determined necessary by the City, those services will be negotiated at that time and approved by the City prior to commencing work.

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

- a. PS&E services
- b. Right-of-Way/easement acquisition and/or condemnation assistance;
- c. Landscaping and streetscaping services
- d. Construction Phase and Bidding Phase services

- e. Illumination design services
- f. Franchise Utility relocation design
- g. Construction inspection, construction staking, and material testing
- h. Appearing as an expert witness in any litigation for the City.
- i. Formal coordination with the USFWS
- j. Threatened and endangered species presence/absence surveys
- k. Waters of the US determination and wetland delineation
- l. Section 6(f) or 4(f) analysis
- m. Historic resources survey or archeological testing, data recovery, or construction-phase monitoring
- n. Geologic Assessment
- o. Geotechnical assessment
- p. Hazardous Materials Phase I or II analysis
- q. USACE Pre-Construction Notification or Individual Permit preparation
- r. Preparing final conditions Letter of Map Revision for FEMA
- s. Existing travel time runs
- t. Field-based resource studies, including but not limited to formal delineation of waters of the U.S., habitat assessments, presence/absence surveys, cultural resource surveys, or hazardous materials inspections

**EXHIBIT B  
FEE SUMMARY FOR PROFESSIONAL SERVICES**

Project Name: FM 685  
Prepared By: Kimley-Horn and Associates, Inc.

Task # Subtask Number	Task Name Subtask Name/Description	Assumptions	Direct Labor (Person-Hours)							Misc. Direct Expense (\$)	
			Senior Prof II	Senior Prof I	Prof	Analyst	Senior Designer	Project Controller	Admin		Labor Total (hours)
			\$285.00	230.00	185.00	155.00	165.00	105.00	\$100.00		
<b>1</b>	<b>PROJECT ADMINISTRATION AND COORDINATION SERVICES</b>										
1.1	Project Schedule and Kickoff Meeting		4	12		4				20	
1.2	Project Management Plan	update monthly		12		4				16	
1.3	Invoicing and Correspondence	assume 9 months		18	9			9		36	
1.4	Progress Reports			9				9		18	
1.5	Monthly coordination meetings with City	9 meetings virtual	3	9		9				21	
1.6	Technical Committee Meetings	5 meetings virtual	4	15	4	15				38	
1.7	Coordination with Other Consultants		5	10	5	20				40	
	Contingency	If in-person meetings	2	4		4				10	
	<b>Task Total (Hours)</b>		18	89	18	56	0	9	9	199	
	<b>Task Total (Dollars)</b>		\$5,130	\$20,470	\$3,330	\$8,680	\$0	\$945	\$900	\$39,455.00	\$0.00
<b>2</b>	<b>PUBLIC INVOLVEMENT SERVICES</b>										
2.1	Public Involvement Plan		2	4						6	
2.2	Stakeholder Mailing List			4		2				6	
2.3	Project Website Development and Maintenance			8	32	48				88	
2.4	Public Meetings (2 Total)	3 KH staff, 2 Rifeline staff	8	20	16	72				116	
2.5	Business Stakeholder Meeting	2 KH staff, 1 Rifeline staff		8	8					16	
2.6	Pop-Up Meetings (2)	1 KH staff, 2 Rifeline staff			12					12	
2.7	Environmental Justice Outreach			4						4	
2.8	Stakeholder Meetings (7)	1 KH staff, 2 Rifeline staff		14						14	
2.9	Advertising Content			4	12					16	
2.10	Documentation of Involvement			4	8					12	
	Rifeline Public Involvement fee										\$80,462.00
	5% Rifeline sub mark up - public involvement									0	\$4,023.10
	<b>Task Total (Hours)</b>		10	70	88	122	0	0	0	290	
	<b>Task Total (Dollars)</b>		\$2,850	\$16,100	\$16,280	\$18,910	\$0	\$0	\$0	\$54,140.00	\$84,485.10
<b>3</b>	<b>ENVIRONMENTAL SERVICES</b>										
	Stantec ENV fee									0	\$22,346.00
	5% Stantec sub mark up - environmental documentation									0	\$1,117.30
	Coordination of ENV and QC/QA		2	6						8	
	<b>Task Total (Hours)</b>		2	6	0	0	0	0	0	8	
	<b>Task Total (Dollars)</b>		\$570	\$1,380	\$0	\$0	\$0	\$0	\$0	\$1,950.00	\$23,463.30
<b>4</b>	<b>SURVEYING SERVICES</b>										
4.1	McGray Survey Fee Full LiDAR & Right-of-Way Establishmen										\$144,980.63
4.3	TRG SUE Survey QLB, QL C/D for areas outside Intersections II project										\$269,762.50
	5% McGray sub mark up - survey										\$7,249.03
	5% RIOS sub mark up - SUE										\$13,488.13
	Coordination of survey, ROW docs, SUE and QC/QA		4	12	16	8				40	
	<b>Task Total (Hours)</b>		4	12	16	8	0	0	0	40	
	<b>Task Total (Dollars)</b>		\$1,140	\$2,760	\$2,960	\$1,240	\$0	\$0	\$0	\$8,100.00	\$435,480.29
<b>5</b>	<b>TRAFFIC DATA COLLECTION SERVICES</b>										
	QC Fee									0	\$11,900.00
	5% QC sub mark up - counts									0	\$595.00
	Coordination and QC/QA			4		4				8	
	<b>Task Total (Hours)</b>		0	4	0	4	0	0	0	8	
	<b>Task Total (Dollars)</b>		\$0	\$920	\$0	\$620	\$0	\$0	\$0	\$1,540.00	\$12,495.00
<b>6</b>	<b>TRAVEL DEMAND MODELING SERVICES</b>										
6.1	CS Fee	Five (5) scenarios								0	\$51,181.00
	5% QC sub mark up - geotech									0	\$2,559.05
6.2	Exhibits for 5 scenarios			5		30				35	
	<b>Task Total (Hours)</b>		0	5	0	30	0	0	0	35	
	<b>Task Total (Dollars)</b>		\$0	\$1,150	\$0	\$4,650	\$0	\$0	\$0	\$5,800.00	\$53,740.05



**EXHIBIT B  
FEE SUMMARY FOR PROFESSIONAL SERVICES**

Project Name: FM 685  
Prepared By: Kimley-Horn and Associates, Inc.

Task # Subtask Number	Task Name Subtask Name/Description	Assumptions	Direct Labor (Person-Hours)							Labor Total (hours)	Misc. Direct Expense (\$)
			Senior Prof II	Senior Prof I	Prof	Analyst	Senior Designer	Project Controller	Admin		
			\$285.00	230.00	185.00	155.00	165.00	105.00	\$100.00		
<b>7</b>	<b>FISCAL IMPACT ANALYSIS SERVICES</b>										
	TXP Fiscal Impact Analysis Fee	3 scenarios & 1 comparison corridor							0		\$31,900.00
	5% TXP sub mark up - Fiscal Impact Analysis								0		\$1,595.00
	Review and Coordination of Results			4	8				12		
	<b>Task Total (Hours)</b>		0	4	8	0	0	0	12		
	<b>Task Total (Dollars)</b>		\$0	\$920	\$1,480	\$0	\$0	\$0	\$0	<b>\$2,400.00</b>	<b>\$33,495.00</b>
<b>8</b>	<b>CORRIDOR VISION AND GOALS</b>										
8.1	Purpose and Need Statement	Led by Stantec	4	4					8		
8.2	Context Zones Map & Documentation	Included in Report Task 9	2	4	8	30			44		
8.3	Goal and Performance Measure Evaluation Tool		4	10	20	40			74		
	<b>Task Total (Hours)</b>		10	18	28	70	0	0	126		
	<b>Task Total (Dollars)</b>		\$2,850	\$4,140	\$5,180	\$10,850	\$0	\$0	\$0	<b>\$23,020.00</b>	<b>\$0.00</b>
<b>9</b>	<b>EXISTING CONDITIONS ANALYSIS</b>										
9.1	Corridor Data			8	8	20			36		
9.2	Traffic Data Processing			8	20	60			88		
9.3	Transportation Plans Review			4	16	8			28		
9.4	Utilities			4		8			12		
9.5	Aerial Photography			2		8			10		
9.6	Crash Information & Processing			8	12	40			60		
9.7	Land Use/Master Plans			2	4	10			16		
9.8	Peak Hour Traffic Operations Model	3 Peaks Synchro, VISSIM Innovative		12	12	60			84		
9.9	Existing Conditions Technical Memorandum	1 Round of Review		12	40	40			92		
	<b>Task Total (Hours)</b>		0	60	112	254	0	0	426		
	<b>Task Total (Dollars)</b>		\$0	\$13,800	\$20,720	\$39,370	\$0	\$0	\$0	<b>\$73,890.00</b>	<b>\$0.00</b>
<b>10</b>	<b>ALTERNATIVES ANALYSIS</b>										
10.1	Identification		12	20	40	120			192		
10.2	Feasibility		10	10	20	10			50		
10.3	Evaluation	4 alts for 3 peaks, 2 VISSIM locations	12	20	40	120			192		
10.4	Prioritization		8	16	8	40			72		
10.5	Preferred Concept	Horizontal and 3D Layout	4	16	32	100	80		232		
	<b>Task Total (Hours)</b>		46	82	140	390	80	0	738		
	<b>Task Total (Dollars)</b>		\$13,110	\$18,860	\$25,900	\$60,450	\$13,200	\$0	\$0	<b>\$131,520.00</b>	<b>\$0.00</b>
<b>11</b>	<b>REPORT DOCUMENTATION AND PRESENTATION</b>										
11.1	Draft Document		4	12	24	40			80		
11.2	Final Document	1 round of comments	2	4	16	24			46		
11.3	Presentation development	2 presentations	2	10	4				16		
11.4	Preferred Concept Presentations / Meetings	8 meetings	8	16	8				32		
	<b>Task Total (Hours)</b>		16	42	52	64	0	0	174		
	<b>Task Total (Dollars)</b>		\$4,560	\$9,660	\$9,620	\$9,920	\$0	\$0	\$0	<b>\$33,760.00</b>	<b>\$0.00</b>

**EXHIBIT B  
FEE SUMMARY FOR PROFESSIONAL SERVICES**

Project Name: FM 685  
Prepared By: Kimley-Horn and Associates, Inc.

Task # Subtask Number	Task Name Subtask Name/Description	Assumptions	Direct Labor (Person-Hours)							Labor Total (hours)	Misc. Direct Expense (\$)
			Senior Prof II	Senior Prof I	Prof	Analyst	Senior Designer	Project Controller	Admin		
			\$285.00	230.00	185.00	155.00	165.00	105.00	\$100.00		
	<b>Reimbursable Expenses</b>										
	Plotting and Reproduction	\$2,000 LS									\$2,000.00
	Project Website Fee	\$1,500 LS									\$1,500.00
	Mileage	0.56/MILE @ 500 MILES									\$280.00
	Travel (4 trips with airfare or mileage from DFW and hotel for 1 night each)	\$500 LS per trip									\$2,000.00
	<b>Task Total (Dollars)</b>										<b>\$5,780.00</b>
	<b>KIMLEY-HORN TOTAL (Hours)</b>		106	392	462	998	80	9	9	2056	
	<b>KIMLEY-HORN TOTAL (Dollars)</b>		<b>\$30,210</b>	<b>\$90,160</b>	<b>\$85,470</b>	<b>\$154,690</b>	<b>\$13,200</b>	<b>\$945</b>	<b>\$900</b>	<b>\$375,575.00</b>	
	<b>SUBCONSULTANT (McGray- Survey/ROW)</b>									<b>\$144,980.63</b>	
	<b>SUBCONSULTANT (The Rios Group - SUE)</b>									<b>\$269,762.50</b>	
	<b>SUBCONSULTANT (Stantec - Environmental)</b>									<b>\$22,346.00</b>	
	<b>SUBCONSULTANT (Cambridge Systematics - Modeling)</b>									<b>\$51,181.00</b>	
	<b>SUBCONSULTANT (TXP - Financial)</b>									<b>\$31,900.00</b>	
	<b>SUBCONSULTANT (Rifeline - Public Involvement)</b>									<b>\$80,462.00</b>	
	<b>SUBCONSULTANT (Quality Counts)</b>									<b>\$11,900.00</b>	
	<b>PRIME PROVIDER MARK UP (5%)</b>									<b>\$30,626.61</b>	
	<b>REIMBURSABLE EXPENSES (KH)</b>									<b>\$5,780.00</b>	
	<b>GRAND TOTAL</b>									<b>\$1,025,000.00</b>	

**Primary Control (Non-taxable):**

3 Man Crew:	24 hrs @	\$195.00 /hr.= \$	4,680.00
Sr. Tech:	10 hrs @	\$97.95 /hr.= \$	979.50
Tech:	20 hrs @	\$92.51 /hr.= \$	1,850.20
RPLS:	6 hrs @	\$136.05 /hr.= \$	816.30
Project Manager:	1 hrs @	\$163.26 /hr.= \$	163.26
<b>TOTAL = \$</b>			<b>8,489.26</b>

**Secondary Control (Non-taxable):**

2 Man Crew:	90 hrs @	\$165.00 /hr.= \$	14,850.00
Sr. Tech:	20 hrs @	\$97.95 /hr.= \$	1,959.00
Tech:	40 hrs @	\$92.51 /hr.= \$	3,700.40
RPLS:	10 hrs @	\$136.05 /hr.= \$	1,360.50
Project Manager:	2 hrs @	\$163.26 /hr.= \$	326.52
<b>TOTAL = \$</b>			<b>22,196.42</b>

**Field Utility Collection, Etc. (Non-taxable):**

2 Man Crew:	50 hrs @	\$165.00 /hr.= \$	8,250.00
Sr. Tech:	10 hrs @	\$97.95 /hr.= \$	979.50
Tech:	20 hrs @	\$92.51 /hr.= \$	1,850.20
RPLS:	3 hrs @	\$136.05 /hr.= \$	408.15
Project Manager:	1 hrs @	\$163.26 /hr.= \$	163.26
<b>TOTAL = \$</b>			<b>11,651.11</b>

**Design Survey (Non-taxable):**

Tech:	140 hrs @	\$92.51 /hr.= \$	12,951.40
LiDAR Technician:	210 hrs @	\$99.32 /hr.= \$	20,857.20
Mobile Mapper:	1 dys @	\$9,000.00 /hr.= \$	9,000.00
RPLS:	14 hrs @	\$136.05 /hr.= \$	1,904.70
Project Manager:	5 hrs @	\$163.26 /hr.= \$	816.30
<b>TOTAL = \$</b>			<b>56,004.06</b>

**Boundary Survey (\*Taxable):**

2 Man Crew:	80 hrs @	\$165.00 /hr.= \$	13,200.00
Administrative:	2 hrs @	\$68.02 /hr.= \$	136.04
Abstractor:	40 hrs @	\$81.63 /hr.= \$	3,265.20
Sr. Tech:	50 hrs @	\$97.95 /hr.= \$	4,897.50
Tech:	250 hrs @	\$92.51 /hr.= \$	23,127.50
RPLS:	10 hrs @	\$136.05 /hr.= \$	1,360.50
Project Manager:	4 hrs @	\$163.26 /hr.= \$	653.04
<b>TOTAL = \$</b>			<b>46,639.78</b>

**Summary:**

Primary Control \$	8,489.26
Secondary Control \$	22,196.42
Field Utility Collection, Etc. \$	11,651.11
Design Survey \$	56,004.06
*Boundary Survey \$	46,639.78
<b>GRAND TOTAL: \$</b>	<b>144,980.63</b>

\*Taxable boundary services are non-taxable due to the receipt of a Texas Sales and Use Tax Exemption Certificate for this project.



THE RIOS GROUP

**Estimate for Subsurface Utility Engineering**  
**City of Pflugerville**  
**FM 685 Corridor Study**

**EXHIBIT A**  
**Rev1**

<b>QL"B" SUE Designating</b>	<i>Rate</i>	<i>Assumed Quantity</i>	<i>Unit of Measure</i>	<i>Sub-Total</i>
QL"B" - Unit Rate	\$ 1.55	137750	LF	\$ 213,512.50
QL"D" - Unit Rate	\$ 0.50	112500	LF	\$ 56,250.00
One Designating Person	\$ 150.00		HR	\$ -
Two Person Designating Crew	\$ 235.00		HR	\$ -
<b>Sub-Total</b>				<b>\$ 269,762.50</b>
<b>Total Estimated Cost</b>				<b>\$ 269,762.50</b>

**SUBPROVIDER NAME: Cox|McLain Environmental Consulting, Inc. now Stantec**

TASK DESCRIPTION	Project Manager	Senior Environmental Planner	Professional Scientist IV	Professional Scientist II/III	Professional Scientist I	GIS	Admin Asst. IV	TOTAL HOURS	TOTAL LABOR COST
<b>Task 1. Purpose &amp; Need - Phase I</b>									
Project Management and Coordination with City/Client for Data	2	2							\$550.00
Purpose & Need, supporting facts Report	1	8	4		4	4			\$2,175.00
<b>Task 2. Desktop Constraints Analysis - Phase I</b>									
Project Management and Coordination	6		3						\$1,260.00
Progress Meetings	6		3						\$1,260.00
Data Collection / Desktop Constraints Analysis (3 alternatives)	2	4	8	8	8	24	2		\$5,120.00
Constraints Analysis Report	2	2	8	40	24	16	4		\$8,330.00
Field Verification of Report Findings	1		8	8		4			\$2,095.00
<b>SUBTOTAL</b>	<b>17</b>	<b>6</b>	<b>30</b>	<b>56</b>	<b>32</b>	<b>44</b>	<b>6</b>		<b>\$20,790.00</b>
<b>LOADED HOURLY RATE</b>	<b>\$155.00</b>	<b>\$120.00</b>	<b>\$110.00</b>	<b>\$90.00</b>	<b>\$70.00</b>	<b>\$85.00</b>	<b>\$65.00</b>		
<b>TOTAL COSTS</b>									<b>\$20,790.00</b>
<b>SUBTOTAL LABOR</b>									<b>\$20,790.00</b>

Reimbursable Expenses	Rate	Unit	Quantity	Amount
Mileage	\$0.56	mile	100	\$56
Hazardous Materials Database Search	\$1,500	per search	1	\$1,500
TARL Archeological Site Registration	\$96	per site	0	\$0
Records-only Archeological Curation at CAS - Texas State	\$268	per inch	0	\$0
Public Meeting Legal Notices	\$400	each	0	\$0
Public Involvement Facility Rental (4 hour event)	\$750	event	0	\$0
Law Enforcement/Uniformed Officer	\$75	per hour	0	\$0
<b>SUBTOTAL REIMBURSABLE EXPENSES</b>				<b>\$1,556.00</b>

**Grand Total \$22,346.00**

Name	Labor Category	Rate	Project Management and Meetings		Technical Committee Meetings Support		Model Application		Total	
			Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars
Rachel Copperman	Principal in Charge	\$308.00	8	\$2,464	4	\$1,232	12	\$3,696	24	\$7,392
Zeina Wafa	Project Manager	\$188.22	24	\$4,517	8	\$1,506	32	\$6,023	64	\$12,046
Shaghayegh Shabaniyan	Senior Modeler	\$193.52	0	\$0	8	\$1,548	64	\$12,385	72	\$13,933
Vivek Yadav	Junior Modeler	\$159.02	0	\$0	12	\$1,908	100	\$15,902	112	\$17,810
<b>TOTAL PRICE</b>			<b>32</b>	<b>\$6,981</b>	<b>32</b>	<b>\$6,194</b>	<b>208</b>	<b>\$38,006</b>	<b>272</b>	<b>\$51,182</b>

**SUBCONSULTANT FEES (TXP, INC.):**

Task	Hours
Task 1 – Public Engagement & Client Progress Meetings	16
Task 2 – Fiscal Impact of Different Land Uses	40
Task 3 – Comparable Corridors Analysis	40
Task 4 – Written Report of Findings & Collaboration with Other Consultants	20
Total Hours	116
Hourly Rate	\$275
Total Fee	\$31,900



TASK					TOTAL
	Program Manager	Sr. Public Involvement Specialist	Public Involvement Specialist	Administration	
	\$ 180.00	\$ 175.00	\$ 165.00	\$ 55.00	
<b>Invoice (9)</b>		5		9	\$ 1,370.00
<b>Public Involvement Plan (1)</b>	5	25	10		\$ 6,925.00
<b>Progress Meetings (4)</b>	4	4			\$ 1,420.00
<b>Contact List (1)</b>		3	30		\$ 5,475.00
<b>Open House Meeting (2)</b>	10	15	5		\$ 5,250.00
Open House Notice (4)		4	15		\$ 3,175.00
Project Handout (2)		3	3		\$ 1,020.00
Meeting Report (2)	4	14	40		\$ 9,770.00
<b>Stakeholder Meetings (10)</b>	10	20	30		\$ 10,250.00
Meeting Summaries (10)		10	30		\$ 6,700.00
Presentations (5)	5	10	25		\$ 6,775.00
Listening Log (1)			40		\$ 6,600.00
Web page content/updates (10)			15		\$ 2,475.00
Fact sheet (2)	1	2	5		\$ 1,355.00
Email blasts (3)		2	6		\$ 1,340.00
Media Release (3)	3	6			\$ 1,590.00
Social media posts (25)		5	10		\$ 2,525.00
Direct mail (2)	1	5	10		\$ 2,705.00
				<b>Total:</b>	<b>\$ 76,720.00</b>
<b>Direct Expenses</b>	<b>Unit</b>	<b>Rate</b>	<b>No.</b>	<b>Cost</b>	
Paid Social Media	per campaign	\$1,000.00	2	\$2,000.00	
8.5 x 11 paper - color	each	\$0.75	1000	\$750.00	
8.5 x 11 paper - b&w	each	\$0.10	500	\$50.00	
11 x 17 paper - color	each	\$1.20	500	\$600.00	
11 x 17 paper - b&w	each	\$0.70	250	\$175.00	
Mileage	per mile (federal rate)	\$0.59	250	\$146.25	
Thumb Drive	each	\$5.00	10	\$50.00	
			<b>Total:</b>	<b>\$3,771.25</b>	
<b>TOTAL (LABOR + EXPENSES)</b>					<b>\$ 80,491.25</b>

# ESTIMATE



TEX:TX

BILL TO : Kimley-Horn and Associates, Inc.  
 10814 Jollyville Road , Avallon IV, Suite 200  
 Austin, TX 78759  
 (512) 418-4514

CLIENT PROJECT # :

ESTIMATE DATE : 2/2/2022

ORDER DATE : 2/2/2022

ORDER No	PROJECT NAME	PAYMENT TERMS	ORDER BY
157008	FM 685 Corridor	PWP	Jake Gutekunst

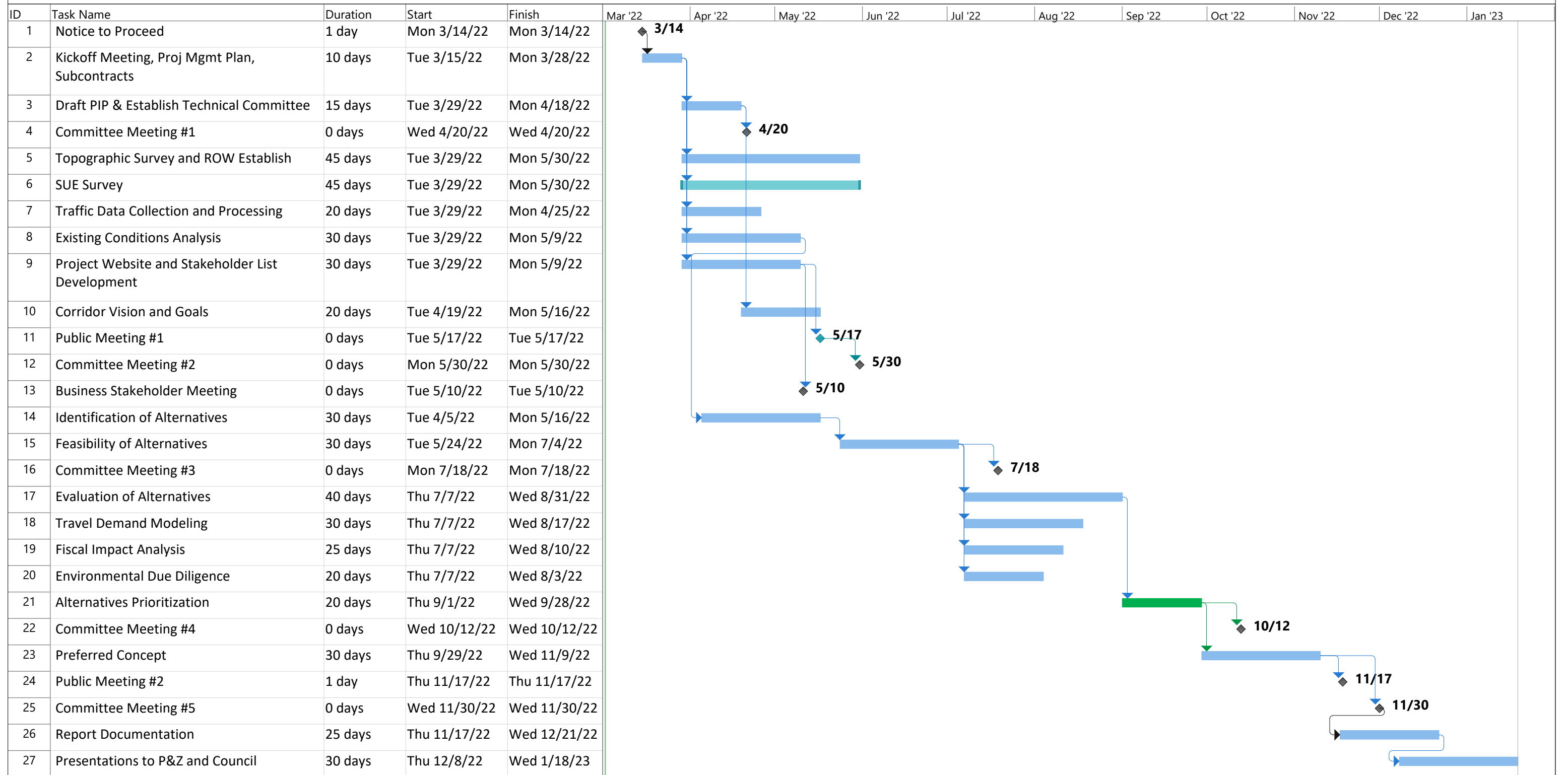
QTY	DESCRIPTION	RATE	TOTAL
<b>15</b>	<b>Standard-Turn Count</b>	\$160.00	\$2,400.00
	5 Location(s) for time period(s): 7:00 AM -- 9:00 AM-(Midweek) - 2 Hrs.		
	-NB TX 130 Service Rd -- FM 685/Copper Mine Dr, Pflugerville, TX		
	-SB TX 130 Service Rd -- FM 685, Pflugerville, TX		
	-FM 685 -- Split Oak Dr/Old Austin Hutto Rd, Pflugerville, TX		
	-FM 685 -- E Oxford Dr, Pflugerville, TX		
	-FM 685 -- Olympic Dr, Pflugerville, TX		
	5 Location(s) for time period(s): 11:00 AM -- 1:00 PM-(Midweek) - 2 Hrs.		
	-NB TX 130 Service Rd -- FM 685/Copper Mine Dr, Pflugerville, TX		
	-SB TX 130 Service Rd -- FM 685, Pflugerville, TX		
	-FM 685 -- Split Oak Dr/Old Austin Hutto Rd, Pflugerville, TX		
	-FM 685 -- E Oxford Dr, Pflugerville, TX		
	-FM 685 -- Olympic Dr, Pflugerville, TX		
	5 Location(s) for time period(s): 4:00 PM -- 6:00 PM-(Midweek) - 2 Hrs.		
	-NB TX 130 Service Rd -- FM 685/Copper Mine Dr, Pflugerville, TX		
	-SB TX 130 Service Rd -- FM 685, Pflugerville, TX		
	-FM 685 -- Split Oak Dr/Old Austin Hutto Rd, Pflugerville, TX		
	-FM 685 -- E Oxford Dr, Pflugerville, TX		
	-FM 685 -- Olympic Dr, Pflugerville, TX		
<b>15</b>	<b>High Volume-Turn Count</b>	\$250.00	\$3,750.00
	5 Location(s) for time period(s): 7:00 AM -- 9:00 AM-(Midweek) - 2 Hrs.		
	-FM 685 -- Town Center Dr, Pflugerville, TX		
	-FM 685 -- E Pflugerville Pkwy, Pflugerville, TX		
	-FM 685 -- Pfennig Ln, Pflugerville, TX		
	-FM 685 -- Pecan St, Pflugerville, TX		
	-FM 685 -- Wells Branch Pkwy, Pflugerville, TX		
	5 Location(s) for time period(s): 11:00 AM -- 1:00 PM-(Midweek) - 2 Hrs.		
	-FM 685 -- Town Center Dr, Pflugerville, TX		
	-FM 685 -- E Pflugerville Pkwy, Pflugerville, TX		

QTY	DESCRIPTION	RATE	TOTAL
	-FM 685 -- Pfennig Ln, Pflugerville, TX		
	-FM 685 -- Pecan St, Pflugerville, TX		
	-FM 685 -- Wells Branch Pkwy, Pflugerville, TX		
	<b>5</b> Location(s) for time period(s): 4:00 PM -- 6:00 PM-(Midweek) - 2 Hrs.		
	-FM 685 -- Town Center Dr, Pflugerville, TX		
	-FM 685 -- E Pflugerville Pkwy, Pflugerville, TX		
	-FM 685 -- Pfennig Ln, Pflugerville, TX		
	-FM 685 -- Pecan St, Pflugerville, TX		
	-FM 685 -- Wells Branch Pkwy, Pflugerville, TX		
<b>6</b>	<b>Bi-Directional 4+ Lanes-Volume</b>	<b>\$365.00</b>	<b>\$2,190.00</b>
	<b>6</b> Location(s) for time period(s): 3 Days (Volume)		
	-FM 685 north of Town Center Dr, Pflugerville, TX		
	-FM 685 north of E Pflugerville Pkwy, Pflugerville, TX		
	-FM 685 north of Split Oak Dr/Old Austin Hutto Rd, Pflugerville, TX		
	-FM 685 north of Pecan St, Pflugerville, TX		
	-FM 685 south of Pecan St, Pflugerville, TX		
	-FM 685 north of Wells Branch Pkwy, Pflugerville, TX		
<b>6</b>	<b>-Survey Count-Pedestrian and Bike Counts</b>	<b>\$560.00</b>	<b>\$3,360.00</b>
	<b>3</b> Location(s) for time period(s): 13Hr. 6:00 AM -- 7:00 PM-(Midweek)		
	-Heritage Loop Trl north of Split Oak Dr, Pflugerville, TX		
	-Heritage Loop Trl east of FM 685 and south of W Pecan St, Pflugerville, TX		
	-Settlers Valley Trl west of Wuthrich Park, Pflugerville, TX		
	<b>3</b> Location(s) for time period(s): 13Hr. 6:00 AM -- 7:00 PM-(Midweek)		
	-Heritage Loop Trl north of Split Oak Dr, Pflugerville, TX		
	-Heritage Loop Trl east of FM 685 and south of W Pecan St, Pflugerville, TX		
	-Settlers Valley Trl west of Wuthrich Park, Pflugerville, TX		
<b>1</b>	Standard tube setup fee	<b>\$200.00</b>	<b>\$200.00</b>
		<b>TOTAL</b>	<b>\$11,900.00</b>

Balances unpaid by end of Payment term (listed above) will be charged 1.5% interest per month

Quality Counts, LLC  
15615 SW 74th Ave #100  
Tigard, OR 97224  
(877) 580-2212  
qualitycounts.net

Exhibit C - Proposed Project Schedule



Project: FM 685 Corridor Study Date: Wed 3/2/22	Task		Project Summary		Manual Task		Start-only		Deadline	
	Split		Inactive Task		Duration-only		Finish-only		Progress	
	Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
	Summary		Inactive Summary		Manual Summary		External Milestone			

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY  
CERTIFICATION OF FILING**

Certificate Number:  
2022-855743

Date Filed:  
03/01/2022

Date Acknowledged:

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
Kimley-Horn and Associates, Inc.  
Dallas, TX United States

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**  
City of Pflugerville

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**  
022822  
FM 685 Corridor Study

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	McEntee, David L	Dallas, TX United States	X	
	Lefton, Steve	Dallas, TX United States	X	
	Flanagan, Tammy	Dallas, TX United States	X	
	Cook, Richard N	Dallas, TX United States	X	

**5 Check only if there is NO Interested Party.**

**6 UNSWORN DECLARATION**

My name is SARAH MEZA, and my date of birth is 05/14/1981.

My address is 13455 NOEL ROAD, SUITE 700, DALLAS, TX, 75240, US.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in DALLAS County, State of TEXAS, on the 1ST day of MARCH, 20 22.  
(month) (year)

Signature of authorized agent of contracting business entity  
(Declarant)