

**PROFESSIONAL SERVICES AGREEMENT
FOR
HELIOS WAY AND SUN LIGHT NEAR WAY PROJECT**

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This Agreement is entered into by and between the City of Pflugerville, a Texas Municipal Corporation (“City”) acting by and through its City Manager, pursuant to and Halff Associates, Inc. (“Consultant”), both of which may be referred to herein 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.

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

II. TERM

2.1 Unless sooner terminated in accordance with the provisions of this Agreement, the term of this Agreement shall commence on May 1, 2015 and terminate on November 1, 2016.

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

III. SCOPE OF SERVICES

Consultant agrees to provide the services described in this Article III entitled Scope of Services in exchange for the compensation described in Article IV. Compensation. Scope of Services are detailed in Attachment “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 or his designee. The determination made by City Manager and/or his designee 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 and/or his designee. 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

and/or his designee; 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 and/or his designee, of all services and activities set forth in this Agreement, City agrees to pay Consultant an amount not to exceed Three hundred ninety-seven thousand, three hundred ten dollars (\$397,310.00) as total compensation, to be paid to Consultant as further detailed in Exhibit 1.

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

4.3 Final acceptance of work products and services require written approval by City. The approval official shall be Director. Payment will be made to Consultant following written approval of the final work products and services by Director. 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 Consultant's receipt of written notice of 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: Dan Franz, P.E., CFM
City Engineer
P.O. Box 589
Pflugerville, Texas 78660

If intended for Consultant, to: Halff Associates, Inc.
Attn: Eric Ratzman, P.E.
4030 West Braker Lane, Suite 450
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 "*Helios Way and Sun Light Near Way Projects*" 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

Bidder/Proposer 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. Bidder/Proposer shall provide the City evidence that all subcontractors performing work on the project have the same types and amounts of coverage as required herein or that the subcontractors are included under the contractor's policy. The City, at its own discretion, may require a certified copy of the policy.

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

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

Type of Insurance	Amount of Insurance	Provisions
Commercial General (Public) Liability to include coverage for: Premises/Operations	1,000,000 per occurrence, 2,000,000 general aggregate Or	City to be listed as additional insured and provide 30 days notice of cancellation or material change in coverage
Products/ Completed Operations	2,000,000 combined single coverage limit	City to be provided a waiver of subrogation
Independent Contractors Personal Injury Contractual Liability		City prefers that insurer be rated B+V1 or higher by A.M. Best or A or higher by Standard & Poors
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. We 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 FULLY INDEMNIFY, DEFEND 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 resulting from the negligent or intentional acts or omissions, intellectual property infringement, or failure to pay a subcontractor or supplier of the Consultant, its employees, agents and/or assigns. The 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 officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT CONSULTANT AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. This section shall not be interpreted to exceed the limitations provided for professional engineering services in Texas Local Government Code §271.904(a), if such services are involved in the contract.

10.1 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 and shall see to the investigation and defense of such claim or demand at CONSULTANT's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving CONSULTANT of any of its obligations under this paragraph.

10.2 Defense Counsel - City shall have the right to select or to approve defense counsel to be retained by CONSULTANT in fulfilling its obligation hereunder to defend and indemnify City, unless such right is expressly waived by City in writing. CONSULTANT shall retain City approved defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this Agreement. If CONSULTANT fails to retain Counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and CONSULTANT shall be liable for all costs incurred by City. City shall also have the right, at its option, to be represented by advisory counsel of its own selection and at its own expense, without waiving the foregoing.

10.3 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.

10.4 Force Majeure - City agrees that the CONSULTANT is not responsible for damages arising from any circumstances such as strikes or other labor disputes; severe weather disruptions, natural disasters, fire or other acts of God; riots, war or other emergencies; or failure of any third party governmental agency to act in timely manner not caused or contributed to by CONSULTANT.

XI. ASSIGNMENT AND SUBCONTRACTING

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

11.2 It is City's understanding and this Agreement is made in reliance thereon, that Consultant intends to use the following subcontractors in the performance of this Agreement: HVJ Associates, Inc and Kimley-Horn and Associates, Inc. Any deviation from this subcontractor list, whether in the form of deletions, additions or substitutions shall be approved by City of Pflugerville City Council ("City Council"), as evidenced by passage of an ordinance, prior to the provision of any services by said subcontractor.

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

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

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

XII. INDEPENDENT CONTRACTOR

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

XIII. CONFLICT OF INTEREST

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

13.2 Pursuant to the subsection above, Consultant warrants and certifies, and this Agreement is made in reliance thereon, that it, its officers, employees and agents are neither officers nor employees of the City. Consultant further warrants and certifies that it has tendered to the City a Discretionary Contracts Disclosure Statement in compliance with the City’s Ethics Code.

XIV. AMENDMENTS

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

XV. SEVERABILITY

If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Charter, City Code, or ordinances of the City of Pflugerville, Texas, then and in that event it is the intention of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other

clause or provision hereof and that the remainder of this Agreement shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein; it is also the intention of the parties hereto that in lieu of each clause or provision of this Agreement that is invalid, illegal, or unenforceable, there be added as a part of the Agreement a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

XVI. LICENSES/CERTIFICATIONS

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

XVII. COMPLIANCE

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

XVIII. NONWAIVER OF PERFORMANCE

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

XIX. LAW APPLICABLE

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

19.2 Any legal action or proceeding brought or maintained, directly or indirectly, as a result of this Agreement shall be heard and determined in the City of Pflugerville, 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 interpreted in the order of priority as appears below:

Attachment "A" Scope of Services including Project Description/Scope of Services/Sub-consultant proposals from HVJ dated February 16, 2015 and February 20, 2015
Exhibit 1 Fee Summary for Professional Services;
Exhibit 2 Proposed Project Schedule;
Exhibit 3 Project Map

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.

EXECUTED and AGREED to as of the dates indicated below.

**CITY OF
PFLUGERVILLE**

**CONSULTANT
HALFF ASSOCIATES, INC.**

(Signature)

Printed Name: Brandon E. Wade

Title: City Manager

Date: _____



(Signature)

Printed Name: Eric J. Ratzman

Title: Project Manager

Date: 4/20/2015

ATTACHMENT “A” SCOPE OF SERVICES

PROPOSED PROJECT DESCRIPTION/SCOPE OF SERVICES

For

HELIOS WAY AND SUN LIGHT NEAR WAY PROJECTS– CITY OF PFLUGERVILLE, TEXAS

PROJECT DESCRIPTION

The proposed Scope of Services delineates the items that Halff Associates, Inc. (Engineer) will provide to the City of Pflugerville (City) for the project development of Helios Way Extension and Sun Light Near Way Roadway Improvements. Helios Way will be extended west approximately 1600 linear feet from its current intersection at Sun Light Near Way and then north approximately 1500 lf to Pecan Street, for a total of approximately 3100 linear feet of new roadway. Sun Light Near Way will be reconstructed with new pavement from Pecan Street to the intersection with Helios Way, approximately 1500 linear feet south. The engineering plans for the two roadways will be developed in two (2) separate bid packages. The services are separated into the following Tasks and described in more detail below:

Task 1: Project Management and Coordination

Task 2: Preliminary Engineering

Task 3: Design Plans and Construction Documents – Helios Way

Task 4: Design Plans and Construction Documents– Sun Light Near Way

Task 5: Construction Phase Services

TASK 1: PROJECT MANAGEMENT & COORDINATION

1.1 Progress Meetings, Reports, and Monthly Invoicing

For the work performed, Engineer will prepare Monthly Progress Reports and advise the City as to the progress of the work. These Reports will include:

- Tasks completed during the reporting period.
- Tasks planned for upcoming periods.
- Issues encountered and recommended actions to address them.
- Overall Project status and development progress, including a tabulation of Tasks showing percentage complete, and supporting documentation

1.2 Coordination and administration of work products

- Coordination - Engineer shall designate one Texas Registered Professional Engineer as the Project Manager responsible for Project management, coordination, and communications
- Administration - Engineer will manage Project activities (including sub-consultants), direct the project team/staff, attend monthly meetings with City staff, handle deliverables, and keep records of project communications / files. Note: This scope is based upon the property being incorporated into the city limits, so no permit or coordination with Travis County is anticipated. The

TASK 1 Deliverables:

- Monthly progress report and invoice

TASK 2: PRELIMINARY ENGINEERING

2.1 Geotechnical

Engineer will provide geotechnical investigations and pavement recommendations both for Helios Way extension and Sun Light Near Way. See attached scope of services by HVJ Associates, Inc.

2.2 Surveying and Platting

2.2.1 Survey Control

- Halff shall assure compliance and adherence to all rules, regulations and policies as set forth by the Texas Board of Professional Land Surveyors and Texas Society of Professional Surveyors Manual of practice for surveying.
- Halff will recover existing, or establish new survey control sufficient to complete the project. Final Horizontal coordinates will be provided in the Texas State Plane Coordinate System, Central Zone (4203) in US Survey Feet on the NAD83/93 datum.
- Vertical positions should be provided on NAVD88 datum

2.2.2 Topographic Survey of Sun Light Near Way

- Perform field survey of Sunlight Near Way, right-of-way to right-of-way, from the southern edge of pavement of East Pecan Street to the southern right-of-way of Helios Way.
- Obtain break lines and spot elevations sufficient for 1-ft contour intervals.
- Obtain line and grade on handicap ramps, crosswalks, and sidewalks.
- Field tie above ground visible improvements.
- Tie visible utility locations, including ties to above-ground features, such as power poles, valves, and other features (i.e. edges of pavement, curbs and gutter, sidewalks, building corners etc.) either found by our surveyors or located for us by utility companies and/or other agencies.

- Provide spot elevations at center point of manhole covers and access vaults.
- Provide invert elevation of manhole and elevation of pipe flowlines (if possible).
- Provide location, pipe size, (if possible) and invert elevation of existing storm drain structures.
- Field tie and tag existing trees 8-inches diameter and greater.
- Tree species and caliper size to be identified to the best of the Surveyor's ability
- Process field collected data for field survey.
- Perform quality control for survey requirements.
- Extract spot elevations and break lines into DTM.
- Extract and prepare triangulated irregular network into DTM.
- Load 1-foot contour information.

2.2.3 Topographic Survey of Helios Way Extension and ROW/easements

- Research property ownership records.
- Research existing plat information.
- Research easement information.
- Research existing rights-of-way.
- Prepare and mail right of entry letters for right-of-entry permissions.
- Establish and define property ownership interests.
- Establish and define property lines adjacent to site.
- Establish and define existing easements (title commitments to be provided by the City).
- Establish and define existing rights-of-way (ROW)
- Prepare base maps illustrating data collected above from field survey.
- Include property ownership and boundary information.
- QA/QC all base maps before delivery to the City.
- Prepare a metes & bounds and survey sketch of proposed ROW of Helios Way and public utility easements (PUEs) paralleling Helios Way.
- Prepare two (2) drainage easements required for Helios Way.
- Obtain break lines and spot elevations sufficient for 1-foot contour intervals of the proposed Helios Way right-of-way.
- Field tie above ground visible improvements (if any).
- Field tie visible utility locations (if any).
- Field tie and tag existing trees 8-inches diameter and greater.
- Tree species and caliper size identified to the best of the Surveyor's ability
- Process field collected data for field survey.
- Perform quality control for survey requirements.
- Extract spot elevations and break lines into DTM.
- Extract and prepare triangulated irregular network into DTM.
- Load 1-foot contour information

2.3 Subsurface Utility Engineering (SUE)

Provide four (4) test holes to locate tie-in points of water lines in Pecan Street and Sun Light Near Way, gas line in Pecan Street, and one additional location TBD.

2.4 Preliminary Engineering Report (PER)

2.4.1 Preliminary Engineering Report (PER) for Helios Way extension

2.4.2 Environmental due diligence site visit and memorandum documenting any issues or permits or agency coordination that would be required. Permit preparation and agency coordination is not anticipated so it is excluded from this scope of work.

2.4.3 Preliminary Sizing of a Detention Area for Helios Way extension.

2.4.4 Evaluation of roadway alignment for future extension of Helios Way (beyond the 3100 LF extension currently planned).

2.5 Traffic Study and Signal Warrant Analysis (to be provided by subconsultant, Kimley-Horn and Associates, Inc.)

- Coordinate with the City to obtain approved developments and associated traffic impact analysis (TIA) studies. Engineer will use data, analysis, and findings from the SH 130 Commerce Center TIA as the basis for this study.
- Obtain from the City land-uses and densities for vacant parcels of land on the south side of Pecan St. and to the west of proposed Helios Way.
- Use *Trip Generation 9th Edition* published by the *Institute of Transportation Engineers (ITE)* to estimate trips generated by future development.
- Distribute trips from future development on proposed Helios Way Extension and one (1) alternate alignment.
- Estimate average daily traffic volumes on the proposed Helios Way Extension. Based on assumed future land-uses, Engineer will estimate appropriate truck percentage in proposed traffic volumes. Engineer will assume an appropriate growth factor and extrapolate background traffic volumes to obtain 20-year design volumes.
- Conduct a signal warrant analysis for proposed traffic volumes and use access management criteria to identify an appropriate location for a future traffic signal on East Pecan Street.

TASK 2 Deliverables:

- Geotechnical Report with Pavement Recommendations
- Prepare surveyed Metes and Bounds with Sketches for ROW of and adjacent 10' PUEs for the Helios Way Extension, and surveyed Metes and Bounds with Sketches two (2) drainage easements for outfall channel and detention area. The City will assume all cost for applications, filing, fiscal security, etc.
- PER and schematic plans (color roll plots) for Helios Way Extension

- Schematic plans (color roll plot) of Future extension of Helios Way to a second connection point west on Pecan Street
- Schematic Plan for Sun Light Near Way (color roll plot)
- Traffic Study: Summarize the findings and recommendations of the traffic study in a technical memorandum

TASK 3: DESIGN PLANS / CONSTRUCTION DOCUMENTS - HELIOS WAY

Design shall be in accordance with Pflugerville Engineering Design Guidelines. The roadway section is anticipated to be a four lane major collector with curb & gutter, enclosed storm sewers, 6 foot sidewalks on both sides in 70 feet of ROW usual (wider at turn lane locations) for the north extension; and 10 foot wide pedestrian path on the south side of 80 feet of ROW usual (wider at turn lane locations) for the western extension.

3.1 Roadway Plans

- Typical sections: showing pavement widths, typical sections, curb and gutter, normal cross-slope, side slopes, right-of-way and easement limits
- Roadway plan/profiles with horizontal/vertical alignments
- Street light conduit and foundation locations based on standard city spacing (electrical wiring and luminaire poles are excluded from this bid set; electrical design and installation to be provided by electric company); empty conduits for future signal at Pecan Street will be included.
- Roadway cross sections at 50 foot intervals showing existing ground, proposed ground, sidewalks, pavement section, and including cut/fill earthwork calculations. Sections and calculations will be performed using MicroStation Geopak.

3.2 Drainage and Erosion Control Plans

- Drainage areas maps, runoff/inlet/conveyance calculations, and storm sewer plan/profiles
- Detention pond design including structural design of outfall structure; the pond will be designed to maintain outflow rates in accordance with the city engineering design guidelines, it does not include design of treatment facilities for water quality purposes.
- Erosion Control Plans (for use by the contractor in preparing SW3P)

3.3 Water line plans

- Design of water line plan/profile along entire length of roadway; size is anticipated to be 12" and located within the ROW line.

3.4 Signing, Pavement markings, and Traffic Control Plans

- Provide street signage and pavement marking sheets
- Utilize TxDOT standards for lane closure to perform street cuts and signal work at Pecan Street.

3.5 TDLR Project Registration and RAS review

Engineer will coordinate with the Registered Accessibility Specialist (RAS) reviewer to register the project with the Texas Department of Licensing and Regulation (TDLR) and obtain a plan review by the RAS.

TASK 3 Deliverables:

- 60% Construction Documents (11x17 plan sheets) and Estimate
- 90% Construction Documents (11x17 plan sheets), draft Project Manual, and updated Estimate
- Final Bid Set (22x34 plan sheets), Project Manual, Final Engineer's Estimate

TASK 4: DESIGN PLANS / CONSTRUCTION DOCUMENTS - SUN LIGHT NEAR WAY

Design shall be in accordance with Pflugerville Engineering Design Guidelines. The roadway section is anticipated to be a three lane, open drainage within existing ROW.

4.1 Roadway Plans

- Typical sections: showing pavement widths, typical sections, curb and gutter, normal cross-slope, side slopes, right-of-way and easement limits
- Roadway plan/profiles with horizontal/vertical alignments
- Street light conduit and foundation locations based on standard city spacing (electrical wiring and luminaire poles are excluded from this bid set; electrical design and installation to be provided by electric company)
- Roadway cross sections at 50 foot intervals showing existing ground, proposed ground, pavement section, including cut/fill earthwork calculations. Sections and calculations will be performed using MicroStation Geopak.

4.2 Drainage and Erosion Control Plans

- Drainage areas maps, runoff/conveyance calculations, swale plan/profiles
- Erosion Control Plans (for use by the contractor in preparing SW3P)

4.3 Signing, Pavement markings, and Traffic Control Plans

- Provide street signage and pavement marking sheets
- Provide detour signage plan for traffic control assuming the Helios Way pavement has been completed prior or is contained within this bid set and can be utilized as alternate route in order to close Sun Light Near Way from Helios Way to Pecan Street. The city will communicate/coordinate with Travis County regarding the temporary detour plan.

4.4 TDLR Project Registration and RAS review

Engineer will coordinate with the Registered Accessibility Specialist (RAS) reviewer to register the project with the Texas Department of Licensing and

Regulation (TDLR) and obtain a plan review by the RAS.

TASK 4 Deliverables:

- 60% Construction Documents (11x17 plan sheets) and Estimate
- 90% Construction Documents (11x17 plan sheets), draft Project Manual, and updated Estimate
- Final Bid Set (22x34 plan sheets), Project Manual, and Final Engineer's Estimate

TASK 5: CONSTRUCTION PHASE SERVICES

5.1 Bid Phase for Helios Way

- Attend pre-bid meeting at City and answer bidder questions
- Provide assistance to the City in responding to questions from contractors and prepare contract addenda as necessary
- Attend bid opening at City
- Bid evaluation and award recommendation

5.2 Construction Phase for Helios Way

- Monthly meetings – Engineer will attend monthly construction meetings and field meetings as required (6 monthly and 4 requested meetings budgeted)
- Submittal Reviews - Review Contractor submittals and shop drawings. Shop drawings will be reviewed for general conformance with the plans and specifications and will include providing stamped concurrence, exceptions or resubmittal notations to the Contractor. (15 submittals anticipated)
- Requests for Information (RFI) - Respond to Contractor RFIs and provide design clarifications, additional information, and additional data to the City as required (12 RFIs anticipated)
- RAS Inspection - coordinate final project inspection, verification by RAS, and project closeout with TDLR.

5.3 Bid Phase for Sun Light Near Way

- Attend pre-bid meeting at City and answer bidder questions
- Provide assistance to the City in responding to questions from contractors and prepare contract addenda as necessary
- Attend bid opening at City
- Bid evaluation and award recommendation

5.4 Construction Phase for Sun Light Near Way

- Monthly meetings – Engineer will attend monthly construction meetings and field meetings as required (6 monthly and 4 requested meetings budgeted)

- Submittal Reviews - Review Contractor submittals and shop drawings. Shop drawings will be reviewed for general conformance with the plans and specifications and will include providing stamped concurrence, exceptions or resubmittal notations to the Contractor. (15 submittals anticipated)
- Requests for Information (RFI) - Respond to Contractor RFIs and provide design clarifications, additional information, and additional data to the City as required (12 RFIs anticipated)
- RAS Inspection - coordinate final project inspection, verification by RAS, and project closeout with TDLR.

5.5 Construction Materials Testing (CMT)

Engineer will provide quality control testing of materials during construction. See attached scope of services to be provided by HVJ Associates, Inc.

TASK 5 Deliverables:

- Bid tabulation and recommendation for award
- CMT Test reports during construction
- Record Drawings – Two (2) CDs of electronic and four (4) sets of printed record drawings. Electronic files will include Microstation files, geopak files, and GIS files with individual components (pavement, utilities, etc) separated into individual layers.
- Engineer's concurrence letter of final completion

Any additional services required beyond those specifically identified in this proposal are beyond the scope of services to be provided under this agreement. A scope and commensurate fee for any required additional services would be negotiated and provided under a separate supplemental agreement to this contract.



Houston	4201 Freidrich Lane, Ste. 110
Austin	Austin, TX 78744-1045
Dallas	512.447.9081 Ph
San Antonio	512.443.3442 Fax
	www.hvj.com

February 16, 2015

Eric Ratzman, PE
Project Manager
HALFF Associates, Inc.
4030 West Braker Lane, Suite 450
Austin, TX 78759-5356

Re: Sun Light Near Way and Helios Way
Pavement Design and Geotechnical Investigation
City of Pflugerville, Texas
Owner: City of Pflugerville
HVJ Project No. AG1416820

Dear Eric:

HVJ Associates, Inc. (HVJ) is pleased to submit this proposal for providing a geotechnical investigation and pavement engineering services for the subject roadway improvement project. This letter outlines HVJ's proposed scope of work for providing a geotechnical investigation and pavement design for the pavement reconstruction of Sun Light Near Way and new pavement design for extension of Helios Way.

Project Description

It is understood that the project will include:: 1) reconstruct existing Sun Light Near Way (from E Pecan St to Helios Way) approximately 1,600 ft., 2) construct an extension of Helios Way approximately 2,225 ft. and 3) construct future extension of Helios Way approximately 2,850 ft.

Geotechnical Investigation Scope

HVJ proposes to drill eleven (11) soil borings for pavement to depths of 15 feet below the existing ground surface. Total drilling footage is proposed to be 165 feet.

The soil borings will be properly backfilled with bentonite chips and a single lift of cold patch asphalt where applicable. The soil samples will be obtained using Shelby tubes and/or split-spoon samplers. Field-testing of soil samples will include pocket penetrometer in the cohesive soils and Standard Penetration Test (SPT) in the cohesionless soils.

All the field sampling and laboratory tests will be performed according to typical geotechnical standards, where applicable, or with other well established procedures. HVJ will perform appropriate laboratory tests on soil samples recovered from the borings. Laboratory testing will

Eric Ratzman, PE
AG146820
February 16, 2015

include moisture content, liquid limit, plastic limit, and percent passing the #200 analysis tests. In addition, HVJ will perform pH testing, lime series, swell testing, sulfate testing, and one Texas Triaxial.

HVJ geotechnical staff will use the borings to prepare an estimate of the potential vertical rise (PVR) and Effective Plasticity Index (PI) for use in the subgrade stabilization design recommendations.

Pavement Design Scope

HVJ will design two flexible pavement section alternatives (HMAC surface over FLEX base and HMAC surface over HMAC base) to achieve a 20 year design life. HVJ proposes to collect non-destructive test (NDT) data using the Falling Weight Deflectometer (FWD) to characterize the in-situ strengths of the existing pavement and subgrade soils on Sun Light Near Way.

HVJ uses NDT on existing roadways to quickly evaluate the in-situ strengths of the existing HMAC, base, and subgrade soil layers. These tests provide good data along the existing project alignment and can be used to: 1) identify existing conditions and changes in the underlying subgrade; 2) locate and select geotechnical boring locations; and 3) determine the structural quality for both the existing pavement layers and the underlying subgrade. The analysis of this data can be used to determine the efficacy of recycling the in-situ materials as a design alternative, which can save time and money for the final construction. A recycling pavement option may replace the two alternatives identified above, if desired.

The pavement design will include consideration of traffic loads, lab test results, and borings. The TxDOT FPS21 pavement design procedure will be followed. Traffic data required includes current and projected AADT traffic counts, growth rates, truck percentages, and truck load factors. Half's subcontractor Kimley Horn will provide the traffic counts and percentage trucks for the pavement design using 2016 as the starting year and a 20 year projection of AADT to 2036. HVJ will estimate a truck load factor and establish the 20 year Equivalent Single Axle Wheel Loads (ESALs) as required for the pavement design.

It is understood that future traffic on Sun Light Near Way and Helios Way is subject to change due to growth on the City of Pflugerville and the importance of the commercial/industrial developments in this area. It is assumed that Kimley Horn will be provided any existing traffic data which the City of Pflugerville can provide concerning future development in the area for consideration in the design traffic development. This is especially true if there are any known future developments which would generate additional heavy loaded truck traffic, which HVJ will need to estimate a truck load factor.

Engineering Report Deliverables

The deliverables will include a draft geotechnical and pavement design report. The final geotechnical and pavement design report will be prepared following receipt of comments from Half and the City of Pflugerville.

In general, the following items will be included in HVJ's geotechnical and pavement design report:

- Site Vicinity map,

Eric Ratzman, PE
AG146820
February 16, 2015

- Geology map,
- Plan of borings,
- Boring logs,
- Laboratory test results summary,
- Groundwater conditions,
- Generalized subsurface conditions,
- Pavement thickness design,
- Subgrade stabilization, if determined necessary, and
- General earthwork recommendations.

Schedule

The estimated schedule for the geotechnical and pavement design work is as follows:

Task	Estimated Schedule
Field coordination and planning	1 to 2 Weeks following Notice to Proceed
Field Investigations	1 to 2 Weeks (dependent on weather)
Laboratory test assignments	1 Week after completion of field work
Laboratory Testing	2 Weeks after test assignments
Draft Report	2 Weeks after completion of laboratory testing
Final Report addressing City of Pflugerville comments	2 Weeks following receipt of comments from City of Pflugerville

Fees

Based on the scope of work and conditions as outlined in the next section, the estimated fee for HVJ services will not exceed \$26,735. A breakdown of the fee is attached.

Insurance

Insurance certificates verifying HVJ's general liability, auto, worker compensation, and errors and omissions insurance coverage, listing Halfff as a certificate holder, will be provided upon request.

Invoice

Invoices will be submitted at the end of each month based on the time spent on the work and items completed. HVJ credit terms are 30 days net. HVJ will include monthly progress reports with each invoice.

Conditions

- HVJ will be responsible for avoiding conflicts with utility facilities by contacting the One Texas calling facility.
- HVJ is assuming that no street cut permits are required to complete this project.
- HVJ has assumed flagging traffic control will be required to complete the field work for NDT and drilling.
- Traffic data for pavement designs will be provided by Kimley Horn.

Eric Ratzman, PE
AG146820
February 16, 2015

Construction Material Testing Services

For quality assurance and control, it is recommended that the pavement construction operations be monitored to aid in determining whether construction is performed in conformance with project plans and specifications. HVJ routinely provides these services and would be pleased to do so for this project. Should the City add construction administration services over the period of the construction contract HVJ can provide a fee proposal for the pavement construction related work.

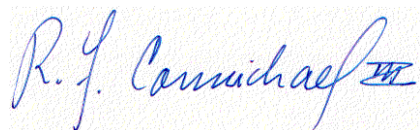
Sample Retainage

Soil samples will be retained in our laboratory for 30 days after the geotechnical investigation report has been issued.

HVJ is pleased to be of service on this project.

Sincerely,

HVJ ASSOCIATES, INC.



Frank Carmichael, PE
Austin Branch Manager
Pavement Engineering Practice Leader



Jason Schwarz, PE
Geotechnical Project Manager

JS/FC/GE

Agreed to this _____ day of _____, 20_____

By: _____

Title: _____

Firm: _____

Phone No.: (512) 777-4600

Date to Start Work: _____



Houston	4201 Freidrich Lane, Ste. 110
Austin	Austin, TX 78744-1045
Dallas	512.447.9081 Ph
	512.443.3442 Fax
San Antonio	www.hvj.com

February 20, 2015

Mr. Eric Ratzman, PE
Project Manager
Halff Associates, Inc.
4030 West Braker Lane, Suite 450
Austin, Texas 78759-5356

Re: Sun Light Near Way and Helios Way
Construction Materials Testing Scope
City of Pflugerville, Texas
Owner: City of Pflugerville
HVJ Project No. AG1416820

Dear Mr. Ratzmann:

Thank you for considering HVJ and Associates, Inc. to provide the construction materials engineering and testing services on the above-referenced project.

Project Description

It is understood that the project will include:: 1) reconstruct existing Sun Light Near Way (from E Pecan St to Helios Way) approximately 1,600 ft., and 2) construct an extension of Helios Way approximately 2,225 ft.

This proposal outlines our understanding of the general scope and presents the fees for our services.

Scope of Services

The proposed project consists of a new concrete trail. The scope of material testing services anticipated for this project is as follows:

- Hot Mix Asphaltic Concrete
- Concrete
- Special Grading, Excavation, and Filling

Cost Estimate

A **Not-To-Exceed** testing budget in the amount of \$20,000 has been estimated for this project. Our cost estimate is based on our best estimate for both the construction schedule and frequency of service requests from the client. As the schedule and frequency of requests are beyond our control, we cannot guarantee that the estimate provided would be adequate to provide the services needed throughout the entire duration of construction of this project. Advance authorization will be needed if additional funds are needed to complete testing requirements per project specification on this project. HVJ Associates, Inc. will monitor the budget as the work proceeds and will keep you or your designated representative informed.

Scheduling of our personnel for this project will be at the request of you or your designated representatives. We require at least 24 hours notice prior to providing on-call personnel to ensure

Mr. Eric Ratzman
AG1416820 Sun Light Near Way
February 20, 2015

proper scheduling of work. HVJ currently has the staff availability and will continue to have the staff availability throughout the proposed construction schedule.

Services on an hourly basis will be invoiced at the current fee schedule attached. Overtime rates of 1.5 times the regular hourly rates will be charged for time worked over 8 hours or before 6:00 AM or after 6:00 PM on Monday through Friday, and all hours worked on Saturdays, Sundays, or holidays.

The following assumptions were used in the preparation of this proposal:

- HVJ will **not** provide facilities for the initial curing of concrete test specimens in the field. HVJ will use the initial-curing facilities furnished by the contractor. HVJ can provide this service for an additional fee.
- HVJ understands that the current plans for this project have not been developed, and we have estimated quantities to base our proposal testing amounts on.

Invoicing for our services is presented on a monthly basis. Our payment terms will be net 30 days.

If this proposal meets with your approval, please sign and complete the indicated spaces below and forward a copy of the proposal to us.

HVJ Associates, Inc. is pleased to be of service on this project. Should you have any questions regarding the contents of this proposal, please contact us at 512-447-9081.

Sincerely,

HVJ ASSOCIATES, INC.



Jason Schwarz, PE
CME Manager

JS

Agreed to this _____ day of _____, 20_____

By: _____

Title: _____

Firm: _____

Phone No.: _____

Date to Start Work: _____

Attachments: Fee Schedule

**CONSTRUCTION MATERIALS TESTING FEE SCHEDULE
2015**

Consultant Name: HVJ Associates, Inc.

Hourly Rates		
Principal	Per hr	\$175.00
Senior Engineer	Per hr	\$150.00
Senior Project Manager	Per hr	\$140.00
Project Manager	Per hr	\$125.00
Project Engineer	Per hr	\$125.00
Senior Geologist	Per hr	\$105.00
Laboratory Manager	Per hr	\$105.00
Staff Engineer (Graduate)	Per hr	\$85.00
Senior Engineering Technician	Per hr	\$75.00
Administrative	Per hr	\$50.00
Materials Field Technician (2 hr. minimum)		
Soil Technician NICET Level II	Per hr	\$65.00
Concrete Technician NICET Level II or ACI Grade I	Per hr	\$55.00
Asphalt Technician		
TxDOT Certified Technician (Level IA & IB)	Per hr	\$65.00
TxDOT Certified Technician (Level II)	Per hr	\$65.00
Structural Steel Technician		
CWI	Per hr	\$75.00
NDT Level II	Per hr	\$75.00
Bolting Inspection	Per hr	\$75.00
Field Testing Equipment (2 hr. minimum, technician time not included)		
Vehicle		
Inside Travis/Williamson Counties	Per Trip	\$40.00
Outside Travis/Williamson Counties	Per Mile	\$0.45
Dye Penetrant – Magnetic Particle Supplies		
Ultrasonic Testing Equipment	Per hr	\$20.00
Concrete Coring Equipment	Per hr	\$35.00
Concrete Core Bit Charges		
3 inch diameter core	Per inch	\$3.80
4 inch diameter core	Per inch	\$4.80
6 inch diameter core	Per inch	\$6.50
Testing of Soils and Base Materials		
Bulk Sample Pick-Up		
Inside Travis/Williamson Counties	Per Trip	\$125.00
Outside Travis/Williamson Counties	Per hr	\$65.00
Field Nuclear Density [Without Technician Time (3 Minimum)]	Per ea	\$35.00
Sample Preparation (TEX-101-E)	Per ea	\$52.00
Natural Moisture Content	Per ea	\$18.00
Sieve Analysis (TEX-110-E)	Per ea	\$65.00
Atterberg Limits (Liquid and Plastic Limits) (TEX-104-E, TEX-105-E, TEX-10-E)	Per ea	\$65.00
Percent Passing No. 200 Sieve (TEX-111-E)	Per ea	\$40.00
Bar Linear Shrinkage of Soils (TEX-107-E)	Per ea	\$50.00
Moisture Density Relationship (ASTM D 698) Standard Proctor Compaction Test	Per ea	\$230.00
Moisture Density Relationship (ASTM D 1557) (Modified Proctor Compaction Test)	Per ea	\$230.00
Moisture Density Relationship (TEX-113-E) Compaction Test	Per ea	\$230.00
Moisture Density Relationship (TEX-114-E, Part I) Compaction Test	Per ea	\$230.00
Moisture Density Relationship (TEX-114-E, Part II) Compaction Test	Per ea	\$250.00
Texas Triaxial Compression Test on Base Material TEX- 117E, Part II; Including the		\$1,750.00
Molding, Curing and Testing 8 Specimens	Per ea	\$1,150.00
Sample Preparation (TEX-101-E)	Per ea	\$52.00
Sieve Analysis (TEX-110-E)	Per ea	\$65.00
Atterberg Limits (Liquid and Plastic Limits) (TEX-104-E, TEX-105-E, TEX-10-E)	Per ea	\$65.00

**CONSTRUCTION MATERIALS TESTING FEE SCHEDULE
2015**

Consultant Name: HVJ Associates, Inc.

Hourly Rates		
Principal	Per hr	\$175.00
Senior Engineer	Per hr	\$150.00
Senior Project Manager	Per hr	\$140.00
Project Manager	Per hr	\$125.00
Project Engineer	Per hr	\$125.00
Senior Geologist	Per hr	\$105.00
Laboratory Manager	Per hr	\$105.00
Staff Engineer (Graduate)	Per hr	\$85.00
Senior Engineering Technician	Per hr	\$75.00
Administrative	Per hr	\$50.00
Materials Field Technician (2 hr. minimum)		
Bar Linear Shrinkage of Soils (TEX-107-E)	Per ea	\$50.00
Moisture Density Relationship (TEX-113-E) Compaction Test	Per ea	\$230.00
Wet Ball Mill (TEX-116-E)	Per ea	\$200.00
Permeability of Silt or Clay (ASTM D 5084)	Per ea	\$300.00
Sample Remolding	Per hr	\$52.00
Soil Specific Gravity (TEX-108-E)	Per ea	\$60.00
Soil Lime Compression Test (TEX-121-E)	Per ea	\$65.00
Resistivity of Soils (TEX-129-E)	Per ea	\$85.00
Lime Series Curve (ASTM D 4318)	Per point	\$85.00
Stabilization Ability of Lime by Soil PH (TEX-121-E Part III) up to 6 Points	Per Each	\$200.00
Field Gradation of Lime Soil (1.75, 0.75, No 4 Sieve) in addition to hourly charge	Per point	\$25.00
Testing of Concrete and Cement		
Sample Pick-Up		
Inside Travis/Williamson Counties	Per Trip	\$125.00
Outside Travis/Williamson Counties	Per hr	\$55.00
Aggregate Gradation Analysis (TEX-200-F)	Per ea	\$35.00
Specific Gravity of Aggregate	Per ea	\$50.00
Absorption of Aggregate	Per ea	\$32.00
Unit Weight of Aggregate	Per ea	\$32.00
Abrasion Test (TEX-410-A)	Per ea	\$220.00
Decantation	Per ea	\$30.00
Organic Impurities	Per ea	\$45.00
Soundness, Sodium or Magnesium	Per cyc	\$62.00
Concrete Cylinder Compressive Strength (TEX-18-A)	Per ea	\$21.50
Beam Flexural Strength (TEX-420-A or TEX 448-A)	Per ea	\$35.00
Coarse Aggregate Angularity	Per ea	\$65.00
Fine Aggregate Angularity	Per ea	\$65.00
Flat, Elongated Particles	Per ea	\$65.00
Deleterious Materials (Clay Lumps/Friable Part I)	Per ea	\$60.00
Sand Equivalent (Clay Content)	Per ea	\$75.00
Testing of HMA and Liquid Asphalt		
Bag Sample Pick-up From Source, Project, or Field Office		\$125.00
Inside Travis/Williamson Counties	Per Trip	\$40.00
Outside the City of Austin ETJ (2 hrs Minimum)	Per hr	\$65.00
Obtaining Field-cut Specimens		
0" to 6" Depth & 6" Ø, including patching & sample Preparation, 3 minimum)	Per ea	\$85.00
> 6" to 10" Depth & 6" Ø, including patching & sample Preparation, 3 minimum)	Per ea	\$90.00
> 10" to 14" Depth & 6" Ø, including patching & sample Preparation, 3 minimum)	Per ea	\$125.00
> 14" Depth & 6" Ø, including patching & sample Preparation, 3 minimum)		
plus \$5 per inch beyond 14"		\$5.00
Specimen Molding, Bulk Density and Stability (3 per set)	Per ea	\$120.00

**CONSTRUCTION MATERIALS TESTING FEE SCHEDULE
2015**

Consultant Name: HVJ Associates, Inc.

Hourly Rates		
Principal	Per hr	\$175.00
Senior Engineer	Per hr	\$150.00
Senior Project Manager	Per hr	\$140.00
Project Manager	Per hr	\$125.00
Project Engineer	Per hr	\$125.00
Senior Geologist	Per hr	\$105.00
Laboratory Manager	Per hr	\$105.00
Staff Engineer (Graduate)	Per hr	\$85.00
Senior Engineering Technician	Per hr	\$75.00
Administrative	Per hr	\$50.00
Materials Field Technician (2 hr. minimum)		
Extraction (Gradation & Asphalt Content)	Per ea	\$200.00
Extraction (Asphalt Content)	Per ea	\$135.00
Maximum Theoretical Specific Gravity, Rice Method (TEX-227-F)		
Bag Sample	Per ea	\$45.00
Core Sample	Per ea	\$55.00
Specific Gravity, Bulk	Per ea	\$21.00
Sand Equivalent	Per ea	\$72.00
Abson Recovery	Per ea	\$190.00
Ductility	Per ea	\$81.00
Softening Point (Ring and Ball)	Per ea	\$81.00
Absolute Viscosity	Per ea	\$50.00
Penetration	Per ea	\$50.00
Outside Services (Reimbursables)		
		cost + 15%
Subconsultants		
		cost + 5%

- Testing shall be performed by technician certified in the appropriated testing field. test performed by a non certified technician or a certified technician of different field will not be accepted.
- Minimum call-out charge for technician and equipment is 2 hours. Charges are accrued portal to portal. Technician time over 2 hours need to be documented on the daily report.
- Transportation charges are applicable for all field testing assignments including sample pick up. but, if the technician is already at the job site, there are no sample pick up charges.
- Subconsultants' fees shall be approved previous to work beginning.
- Sundays and Federal Holidays will have overtime rates apply at 1.5 times the hourly rate.

Eric Ratzman, PE
AG146820
February 16, 2015

Pavement Design and Geotechnical Investigation for HALFF ASSOCIATES, INC.					
Sun Light Near Way (E. Pecan St to Helios Way) and Helios Way (Sun Light Near Way to E. Pecan St)					
City of Pflugerville					
HVJ Proposal No. AG1416820					
Field Investigation - Drilling and Soil Sampling	No.		Rate	Units	
Mobilization/Demobilization - Austin	1	@	\$400.00	each	\$400.00
Drilling & Sampling - Soils	165	@	\$16.00	per foot	\$2,640.00
Support Truck	1	@	\$100.00	per day	\$100.00
Plugging of soil borings	165	@	\$6.00	per foot	\$990.00
Field Technician	8	@	\$65.00	per hour	\$520.00
Vehicle Trips	2	@	\$50.00	each	\$100.00
Traffic Control	1	@	\$1,200.00	each	\$1,200.00
				Sub Total	\$5,950.00
Laboratory Testing - Standard					
Natural Moisture Content (ASTM D-2216)	33	@	\$18.00	each	\$594.00
Atterberg Limits (Liquid and Plastic Limits, ASTM D-4318)	33	@	\$65.00	each	\$2,145.00
Unconfined Compression Tests	0	@	\$50.00	each	\$0.00
No 200 Sieve (ASTM D-1140)	33	@	\$42.00	each	\$1,386.00
pH Lime Series	1	@	\$250.00	each	\$250.00
Swell Test	1	@	\$150.00	each	\$150.00
pH, Sulfates and Chlorides	6	@	\$75.00	each	\$450.00
Texas Triaxial	1	@	\$1,750.00	each	\$1,750.00
				Sub Total	\$6,725.00
FWD Testing and Traffic Counts					
Mobilization/Demobilization	1	@	\$100.00	each	\$100.00
FWD Equipment	1	@	\$2,500.00	day	\$2,500.00
Traffic Control	1	@	\$800.00	day	\$800.00
				Subtotal	\$3,400.00
Geotechnical Engineering & Reporting					
Senior Engineer, P.E.	4	@	\$150.00	hr	\$600.00
Project Engineer, P.E.	16	@	\$125.00	hr	\$2,000.00
Staff Engineer, EIT	16	@	\$85.00	hr	\$1,360.00
Clerical/Administrative	2	@	\$50.00	hr	\$100.00
				Sub-Total	\$4,060.00
Pavement Engineering & Reporting					
Senior Engineer, P.E.	7	@	\$150.00	hr	\$1,050.00
Project Engineer, P.E.	24	@	\$125.00	hr	\$3,000.00
Staff Engineer, EIT	30	@	\$85.00	hr	\$2,550.00
Clerical/Administrative	0	@	\$50.00	hr	\$0.00
				Sub-Total	\$6,600.00
				Total	\$26,735.00

TASK / DESCRIPTION		TOTAL MAN- HOURS	LABOR CHARGES	PRINTING, PLOTING	DELIV, TRAVEL & SUE	SUB CONSULTANTS	TOTAL COST FOR TASK (INCL MULT'S)
FEE SUMMARY							
TASK 1	PROJECT MANAGEMENT & COORDINATION	204	\$31,164	\$12	\$189		\$31,365
TASK 2	PRELIMINARY ENGINEERING	510	\$57,556	\$66	\$5,115	\$36,115	\$98,852
TASK 3	DESIGN PLANS AND CONSTRUCTION DOCUMENTS FOR HELIOS WAY	1326	\$146,796	\$114		\$1,850	\$148,760
TASK 4	DESIGN PLANS AND CONSTRUCTION DOCUMENTS FOR SUN LIGHT NEAR WA	564	\$62,772	\$34			\$62,806
TASK 5	CONSTRUCTION PHASE SERVICES	292	\$33,716	\$36	\$275	\$21,500	\$55,527
TOTAL HOURS		2896					
TOTAL FEE			\$332,004	\$262	\$5,579	\$59,465	\$397,310

EXHIBIT 2 PROPOSED PROJECT SCHEDULE

CITY OF PFLUGERVILLE
PROJECT: HELIOS WAY EXTENSION


	2015										2016										
PROJECT TASKS	APR	MAY	JUN	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JULY	AUG	SEPT	OCT	NOV	
NTP																					
SURVEY & GEOTECH																					
PER																					
PER REVIEW																					
60% PLANS																					
60% REVIEW																					
90% PLANS																					
90% REVIEW																					
FINAL PLANS																					
BIDDING/CONTRACTING																					
CONSTRUCTION																					
CLOSE OUT																					

EXHIBIT 3 - PROJECT MAP

