

**PROFESSIONAL SERVICES AGREEMENT
FOR
E. PECAN ST.**

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 seven hundred and ninety-one thousand, twenty four dollars, and thirty cents (\$791,024.30) as total compensation, to be paid to Consultant as further detailed in Exhibit B.

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

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

V. OWNERSHIP OF DOCUMENTS

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

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

VI. RECORDS RETENTION

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

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

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

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

VII. TERMINATION

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

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

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

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

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

7.4.1 Bankruptcy or selling substantially all of company's assets

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

7.4.3 Performing unsatisfactorily

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

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

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

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

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

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

VIII. NOTICE

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

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

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

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

City of Pflugerville

Insurance Requirements

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

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

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

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

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

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: Halff Associates, Raba Kistner Consultants, Inc., and Cox|McLain Environmental Consulting, 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: 1/14/2021

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 be responsible for the proper, accurate and adequate design and preparation of plans, specifications, and other construction contract documents for the Project. The Project generally consists of completion of preliminary schematic design, survey, National Environmental Policy Act (NEPA) compliance, geotechnical investigation, and traffic analysis for improvements to E Pecan St from Sun Light Near Way to Weiss Lane. The Project consists of the preliminary design of approximately 4200 linear feet of E Pecan St for a six lane urban roadway consisting of three additional lanes from Sun Light Near Way (with anticipated improvements as constructed by Amazon for off-site infrastructure) to Weiss Ln and a new bridge crossing at SH 130.

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.
- Attend project coordination meetings, most will be held at the City of Pflugerville offices.
- Provide As-Built plans and design files for previous projects along E Pecan St.
- Provide timely reviews and comments on interim and milestone submittals in order for the consultant team to maintain agreed upon schedules.
- Coordinate and facilitate processing Advanced Funding Agreement (AFA) with TxDOT

SERVICES TO BE PROVIDED BY THE ENGINEER

The Engineer’s Services consist of the services specifically described in Sections 1.1 through 1.10 including the specific engineering services to be performed through the following consulting disciplines as subcontractors to the Engineer:

- (1) Halff Associates, Inc (Halff) – Survey, ROW, SUE
- (2) Cox/McLain Environmental Consulting, Inc (CMEC). – Environmental Documentation
- (3) Raba Kistner Consultants, Inc. (RKCI) – Geotechnical investigation and Pavement Engineering

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. Perform general administrative duties associated with the Project, to include monitoring/reporting, scheduling, general correspondence, office administration, and invoicing.
- 1.3. The Engineer will 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.
- 1.4. The Engineer will attend one (1) project kickoff meeting with the City. Meeting minutes and agenda will be prepared by the Engineer for the meeting.
- 1.5. The Engineer will attend up one (1) status meetings with TxDOT and one (1) status meeting with Travis County. Meeting minutes and agenda will be prepared by the Engineer for the meetings.
- 1.6. The Engineer will perform virtual bi-weekly internal project team coordination meetings estimated at one (1) hour each. Meeting minutes and agenda will be prepared by the Engineer for the meeting.
- 1.7. The Engineer will perform virtual monthly coordination Teams meetings with City estimated at one (1) hour each. Meeting minutes and agenda will be prepared by the Engineer for the meeting.

2. PROJECT DESIGN CRITERIA

The Project Design Criteria will be as follows:

- 2.1. All engineering documents released, issued, or submitted by or for a registered engineering firm, including preliminary documents, must clearly indicate the engineering firm name and registration number. Additionally, all completed documents submitted for final approval or issuance or a permit must bear the seal with signature and date adjacent thereto of a Professional Engineer licensed to practice in the State of Texas;
- 2.2. The design standards to be used will include but not be limited to the City of Pflugerville Engineering Design Manual, City of Austin Drainage Criteria Manual, TxDOT Roadway Design Manual, TxDOT Bridge Design Manual – LRFD, TxDOT Hydraulic Design Manual, Highway Capacity Manual, the American Association of State Highway and Transportation Officials (AASHTO) A Policy

on Geometric Design of Highways and Streets (Green Book), AASHTO LRFD Bridge Design Specifications, Texas Manual on Uniform Traffic Control Devices, ADA Accessibility Guidelines, Texas Pollutant Discharge Elimination System (TPDES) Guidelines, required applicable state and federal guidelines or standards; and

- 2.3. Project specifications will be developed using the latest Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges. City of Pflugerville Technical Standards and Specifications will be used as needed.

3. ENVIRONMENTAL SERVICES

The environmental documentation includes compliance with NEPA requirements via subconsultant (CMEC):

- 3.1. Work Plan Development (WPD)
 - CMEC shall provide a project description and necessary responses to the WPD to allow TxDOT to complete the WPD in ECOS for the project.
- 3.2. Draft & Final Archeological Background Study
 - CMEC shall provide a draft and final archeological background study.
- 3.3. Archeological Permit, Survey, & Draft & Final Archeological Survey Report
 - CMEC shall conduct an archeological survey and provide a draft and final archeological survey report documenting the findings.
- 3.4. Draft & Final Species Analysis Documentation
 - CMEC shall perform desktop and field analysis to support preparation of TxDOT's Species Analysis Spreadsheet and Species Analysis form. CMEC shall download the current version of the Species Analysis Spreadsheet and Species Analysis form from TxDOT-ENV's on-line toolkit. CMEC shall prepare the Species Analysis Spreadsheet and Species Analysis form in accordance with ENV's Environmental Guide Volume 2 Activity Instructions from ENV's on-line toolkit.
 - The minimum documentation requirements for this task are listed below. CMEC shall provide these items each as a separate file. Draft documents must have the word "Draft" at the beginning of the file name. If there are multiple drafts of the same file, then documents must have a sequential version number. Final documents must have the word "Final" at the beginning of the file name.
 - a. Species Analysis Spreadsheet (draft Excel, final PDF)
 - b. Species Analysis Form (Word)
 - c. Texas Natural Diversity Database (TxNDD) file, including TxNDD map at 1.5 and ten miles with table of Element of Occurrence Identification numbers (EOIDs). The minimum information in the EOID table should be EOID Number, Common Name, Scientific

Name, Listing Status, and Buffer Zone. If TPWD provided the TxNDD search, TPWD typically provides the associated Element of Occurrence Records (EORs). In this case attach this information after the map and table. (PDF)

- d. Ecological Mapping Systems of Texas (EMST) spreadsheet including tables for mapped and observed habitat types (Excel).
- e. EMST map(s) showing the project and the project's relationship to mapped EMST vegetation types. The same type of maps must be produced for observed vegetation types. All maps must be combined into a single file. (PDF)
- f. Tier I Site Assessment (form only, no attachments). Either the actual form or the documentation that a Tier I is not needed on Species Analysis Form. (PDF)
- g. TPWD Rare Threatened and Endangered Species of Texas (RTEST) county list must be obtained less than six months prior to the final deliverable (PDF)
- h. U.S. Fish and Wildlife Service Information, Planning, and Consultation (IPaC) system species list (official or non-official) must be obtained less than six months prior to the final deliverable (PDF)
- i. Project location maps (must be under Project when filed in ECOS) (PDF)
- j. Project site photos (must be under Projects when filed in ECOS). General project area photos uploaded under Project. Biology specific ones uploaded under Biology. (PDF)

3.5. Draft & Final Hazardous Materials ISA

- CMEC shall provide a draft and final hazardous materials ISA.

3.6. Draft & Final Historical Studies PCR

- CMEC shall provide a draft and final historical studies PCR.

3.7. Draft and Final Noise Analysis

- CMEC shall complete a noise analysis and document the findings in a Noise Analysis Technical Report.

3.8. Draft and Final Community Impacts Analysis

- CMEC shall complete a community impacts analysis.

Deliverables will consist of:

- Work Plan Development
- Draft and Final Archeological Background Study
- Draft and Final Archeological Survey Report
- Draft and Final Species Analysis Documentation
- Draft and Final Hazardous Materials ISA
- Draft and Final Historical Studies PCR
- Draft and Final Noise Analysis
- Draft and Final Community Impact Analysis

4. SURVEYING SERVICES

4.1. The Engineer shall coordinate with The Surveyor. The Engineer shall conduct topographic mapping for the proposed project limits via a subconsultant (Halff):

- The 2D Microstation DGN shall label the utility appurtenances within the existing ROW with the ownership information as collected in the field.
- Elevations for any overhead utilities crossing the roadways will be collected at the sag point and at the pole point on either side. Digital Terrain Model (DTM) breakline will be suitable for producing 1 foot contours.
- The culvert dimensions, number of barrels and material shall be noted for each drainage structure. The Surveyor shall include pictures of all drainage structures showing dimensions and labels of all culverts.

Design Surveys

Design Surveys include performance of surveys associated with the gathering of survey data for topography, cross-sections, and other related work in order to design a project, or during layout and staking of projects for construction.

- **PURPOSE**
 - The purpose of a design survey is to provide field data in support of transportation systems design.
- **DEFINITIONS**
 - A design survey is defined as the combined performance of research, field work, analysis, computation, and documentation necessary to provide detailed topographic (3-dimensional) mapping of a project site. A design survey may include, but need not be limited to locating existing right-of-way, cross-sections or data to create cross-sections and Digital Terrain Models (DTM), horizontal and vertical location of utilities and improvements, detailing of bridges and other structures, review of right-of-way maps, establishing control points, etc.
- **TASKS TO BE COMPLETED**
- **Design Surveys**
 - The Surveyor shall perform tasks including, but not limited to the following:
 - Obtain or collect data to create cross-sections and digital terrain models. A combination of conventional survey methods and mobile and terrestrial LiDAR will be utilized.
 - Locate surface evidence of existing utilities.
 - Locate topographical features and existing improvements.

- Provide details of existing bridge structures.
- Provide details of existing drainage features (e.g., culverts, manholes, etc.).
- Locate wetlands (if marked by others).
- Survey geotechnical borings
- Verify existing control points.
- Contact 811 (DIG-TESS) to locate utilities within the project area.
- The Surveyors shall also prepare a *Survey Control Index Sheet*, signed, sealed and dated by the responsible RPLS for insertion into the plan set. The *Survey Control Index Sheet* shows an overall view of the project control and the relationship or primary monumentation and control used in the preparation of the project.
- The following information shall be shown on the *Survey Control Index Sheet*:
 - Overall view of the project and primary control monuments set for control of the project
 - Identification of the control points
 - Baseline or centerline
 - Graphic (Bar) Scale
 - North Arrow
 - RPLS signature, seal, and date

- TECHNICAL REQUIREMENTS

- Design surveys and construction surveys must be performed under the supervision of a RPLS currently registered with the TBPLS.
- Horizontal ground control used for design surveys and construction surveys must meet the standards of accuracy required by the City.
 - Reference may be made to standards of accuracy for horizontal control traverses, as described in TSPS Manual of Practice for Land Surveying in the State of Texas, as may be applicable.
- Vertical ground control used for design surveys and construction surveys must meet the standards of accuracy required by the City.
 - Reference may be made to standards of accuracy for vertical control traverses, as described in the TxDOT Survey Manual, latest edition, or the TSPS Manual of Practice for Land Surveying in the State of Texas, as may be applicable.

- The Surveyor shall set 3 permanent primary control points similar in construction to a TxDOT Type II ROW monument within the project limits. Secondary survey control points shall be set as needed to complete the project. The horizontal coordinates for all control points shall be established using a GPS network.
 - The horizontal datum for the project shall be based on the Texas State Plane Coordinate System (NAD83), Central Zone 4203 in U.S. Survey Feet. The vertical datum for the project shall be the North American Vertical Datum (NAVD 88), Geoid 12B. Horizontal and vertical control will be referenced to the City of Pflugerville GPS control network, unless otherwise specified by client.
 - Unless otherwise specified, the county scale factor of 1.0001 will be utilized.
- ADDITIONAL REQUIREMENTS

RIGHT-OF-ENTRY

- It shall be the responsibility of the Surveyor to secure permission to enter private property for purposes of survey.

Deliverables will consist of:

- Digital Terrain Models (DTM) and the Triangular Irregular Network (TIN) files.
- Maps, plans, or sketches prepared by the Surveyor showing the results of field surveys.
- Computer printouts or other tabulations summarizing the results of field surveys.
- Digital files or media containing field survey data (ASCII Data files).
- Maps, plans, sketches, or other documents acquired from utility companies, private corporations, or other public agencies, the contents of which are relevant to the survey.
- Field survey notes, as electronic and hard copies.
- All GEOPAK GPK files.
- ASCII files of the control points at both grid and surface.
- Any pictures taken during the topographic mapping.
- Copies of signed right-of-entry forms or proof of permission to enter.

RIGHT-OF-WAY (ROW) SURVEY

- 4.2. The Surveyor shall perform a boundary survey of all existing public and adjoining private property boundaries within the project limits in order to determine all current property ownership and interests via a subconsultant (Halff):

ROW Mapping

ROW Mapping includes the performance of on the ground surveys and preparation of parcel maps and legal descriptions (metes and bounds descriptions).

- **PURPOSE**
 - The purpose of right-of-way mapping is to prepare documents suitable for the acquisition of real property interests.

DEFINITIONS

- For purposes of this Contract, the following definitions shall apply:
 - **Abstract Map (Working Sketch)** – A drawing to scale prepared from record documents depicting proposed right-of-way lines, existing right-of-way lines, easement lines, and private property lines with relevant grantee names, recording data, and recording dates.
 - **Closure/Area Calculation Sheet** – A computer generated print-out of the area and the perimeter bearings, distances, curve data, and coordinates of an individual parcel of land to be acquired.
 - **Property Description** – A document prepared as an exhibit for the conveyance of a property interest, reflecting a boundary survey, signed and sealed by a Registered Professional Land Surveyor (RPLS), attached to an acquisition deed as Exhibit A, and consists of the following two (2) parts:
 - A written metes and bounds description delineating the area and the boundary and describing the location of an individual parcel of land unique to all other parcels of land.
 - A parcel plat – An 8 ½ inch by 11 inch formatted drawing to scale depicting all the information shown on the right-of-way map regarding an individual parcel of land to be acquired.
 - **Owner** – The most current title holder of record as determined by a study of the Real Property Records.
 - **Parent Tract** – A unit or contiguous units of land under one ownership, comprising a single marketable tract of land consistent with the principle of highest and best use.
 - A parent tract may be described by a single instrument or several instruments. A single parent tract cannot be severed by a public right-of-way, easement, or separate ownership which destroys unity of use.
 - **Point of Beginning (P.O.B.)** – A corner of the parcel of land to be acquired, located on the proposed right-of-way line and being the beginning terminus of the first course of the property description.

PROCEDURE

All standards, procedures and equipment used by the Surveyor shall be such that, at a minimum, the results of the survey shall be in compliance with the “Precision and Accuracy Requirements” set forth by the latest Board Rule as promulgated by the Texas Board of Professional Land Surveying (TBPLS).

Base Map

- The Surveyor shall prepare a base map with the following information:
 - Any and all interests of public record held within the project area. Client will provide title commitments and all associated documents for the project area.
 - Record information of all properties within the project area.
 - Resolved boundaries of affected tracts within the project area.
 - All called monuments, bearings, and distances as per recorded information.

Exhibits

- The Surveyor shall prepare a Property Description for each parcel or tract consisting of two parts: (1) a metes and bounds description of the property and (2) a parcel plat. Each part of a Property Description must be signed and sealed by a RPLS. For purposes of this contract, three (3) parcels are included.
- Metes and bounds description
 - A metes and bounds description must be prepared for each parcel of land to be acquired. Metes and bounds descriptions must include, but need not be limited to, the following items of information:
 - State, County, and Survey within which the proposed parcel of land to be acquired is located.
 - A reference to unrecorded and recorded subdivisions by name, lot, block, and recording data to the extent applicable.
 - A reference by name to the grantor and grantee and recording data of the most current instrument(s) of conveyance describing the parent tract.
 - A point of beginning with the appropriate N and E surface coordinates.
 - A series of courses, identified by number and proceeding in a clockwise direction, describing the perimeter of the parcel of land to be acquired, and delineated with appropriate bearings, distances, and curve data.
 - Curve data must include the radius, delta angle, arc length, and long chord bearing and distance.
 - Each course must be identified either as a proposed right-of-way line, an existing right-of-way line, or a property line of the parent tract. Each

property line of the parent tract must be described with an appropriate adjoining call.

- A description of all monumentation set or found shall include, as a minimum, size and material.
- A reference to the source of bearings, coordinates, and datum used.

- Parcel plat
 - A parcel plat must be prepared for each parcel of land to be acquired.

GENERAL SPECIFICATIONS

- For purposes of this Contract, the following general specifications for right-of-way mapping apply:
 - Parcel plats must be submitted to the City on 8 ½ inch by 11 inch paper with respective borders of 7 ½ inches by 10 inches, positioned ½ inch from the top, bottom, and right edge of the sheet. Match lines must be used where more than one sheet is required.
 - Property descriptions shall be submitted on 8 ½ inch by 11 inch paper.

GENERAL REQUIREMENTS

- For purposes of this Contract, the following general requirements shall apply:
 - Copies of instruments of record submitted to the City must be indexed by parcel number.
 - Coordinates appearing on parcel plats and in property descriptions must be surface coordinates based on the Texas Coordinate System. The appropriate combined adjustment factors (sea level factor multiplied by the scale factor) for each zone of the coordinate system must be noted.
 - In order to obtain surface coordinates, the Surveyor shall multiply grid coordinates by the appropriate combined adjustment factor for each zone, (The Grid coordinates multiplied by the combined adjustment factor = surface coordinates).
 - Line and curve tables may be used when necessary.
 - A 1/2 inch Iron Rod with a plastic cap stamped “HALFF” (or other appropriate monument) will be set on the proposed right-of-way line.

- 4.3. The Engineer shall prepare up to three (3) Right-of-Way Justification Exhibits (RJE) for up to 3 parcels to accompany survey acquisition deliverables. The RJE’s will consist of the following information:
 - Existing Infrastructure and Proposed Infrastructure
 - Existing Utilities and Proposed Utilities

- Existing and proposed ROW/Easement Lines and adjacent property boundary lines
- Existing TCAD PID labeled on the exhibit.

Deliverables will consist of:

- A Base Map (Working Sketch) as described above in DGN format.
- Three Property Descriptions and the associated Sketches to be used for acquisition.
- RJE for up to 3 parcels

5. GEOTECHNICAL ENGINEERING SERVICES

A geotechnical investigation and roadway pavement design will be performed via a subconsultant (RKCI). RKCI will perform geotechnical services for the roadway that will require pavement design recommendations and subsurface information at the location of the overpass widening across SH 130 including drilling five (5) pavement borings (500 ft to 1000 ft spacing) to 15 ft below existing ground surface and three (3) bridge borings (less than 300 ft spacing) to 100 ft below existing ground surface. Bridge borings will be used for retaining wall analysis and recommendations as part of a future phase. RKCI will perform the following:

- 5.1. Develop soil boring layout for approval from Kimley-Horn prior to mobilization.
- 5.2. Perform a Geotechnical Investigation Report for the project evaluated by a professional geotechnical engineer Licensed in the State of Texas. The following items will be included in the geotechnical report: soil boring locations, boring logs (including Wincore logs for bridge borings), plan of borings, subsurface exploration procedures, encountered subsurface conditions, field and laboratory test results, description of surface and subsurface conditions, groundwater conditions, general earthwork recommendations, swell potential evaluations, pavement thickness design alternatives with subgrade stabilization, PVR calculations, and axial capacity curves including skin friction and point bearing for drilled shaft foundations. Based on the current phase (preliminary engineering), evaluation of external and global stability of retaining walls are not included in this scope of work.
- 5.3. RKCI will stake borings in the field utilizing tape and right angle measurements from existing benchmarks (does not include surveying of boring locations and assumes surveyor will stake roadway alignment); perform laboratory testing to characterize soils and provide pavement design recommendations for the proposed widening.
- 5.4. RKCI will perform appropriate laboratory tests on soil samples recovered from the borings.
 - Laboratory testing will include but not limited to moisture content, liquid limit, plastic limit, sulfate testing, particle size analysis tests, visual classification, dry density, unconfined compressive strength, Triaxial Compression of Disturbed Soil (Tex-117-E), and Lime Series (Tex-121-E Part III).
- 5.5. RKCI will prepare (3) pavement design options. All pavement design analyses will be performed with TxDOT software FPS-21, unless otherwise approved by the

- City.
- 5.6. RKCI will prepare a Draft Geotechnical Engineering Report and Final Geotechnical Engineering Report presenting our findings, design recommendations, and construction considerations. We understand bridge foundation and retaining wall recommendations will be part of a future phase of this project and the results of this field study will be utilized to develop these future bridge foundation and retaining wall recommendations.

The Engineer will provide the following deliverables during this task:

- One (1) electronic copy of Draft Geotechnical Engineering Report
- One (1) electronic copy of Final Geotechnical Engineering Report

6. UTILITY COORDINATION SERVICES

- 6.1. The Engineer will attend one (1) utility coordination meeting with City and utility owners within corridor to notify owners of project and begin coordination of potential conflicts and resolutions. The Engineer will provide technical assistance and prepare exhibits (including cross-sections and reference files) for use by the City and utility owners for utility coordination meeting. Engineer will prepare and distribute minutes from the utility coordination meeting.
- 6.2. Develop Utility Conflict Matrix and determine which utilities will conflict with proposed construction and make the utility company aware of these conflicts.

Deliverables will consist of:

- Exhibit showing utilities in conflict with proposed construction for use in utility coordination meeting

7. SUBSURFACE UTILITY ENGINEERING (SUE) SERVICES

Subsurface Utility Engineering will be provided along the proposed project limits via subconsultant (Halff). Quality Level B, further defined below, is included in the base services and Quality Level A test holes are considered additional services as further defined and as approved by the City:

- 7.1. Halff will perform SUE in accordance with ASCE CI/ASCE 38-02 “Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data.” This standard defines the following Quality Levels:
- Quality Level-A: Precise horizontal and vertical location of utilities obtained by the actual exposure (or verification of previously exposed and surveyed utilities) and subsequent measurement of subsurface utilities, usually at a specific point. Minimally intrusive excavation equipment is typically used to minimize the potential for utility damage. A precise horizontal and vertical location, as well as other utility attributes, is shown on plan documents.

- Quality Level-B: Information obtained through the application of appropriate surface geophysical methods to determine the existence and approximate horizontal position of subsurface utilities. Quality Level-B data should be reproducible by surface geophysics at any point of their depiction. This information is surveyed to applicable tolerances defined by the project and reduced onto plan documents.
- Quality Level-C: Information obtained by surveying and plotting visible above-ground utility features and by using professional judgment in correlating this information to Quality Level-D information.
- Quality Level-D: Information derived from existing records or oral recollections.

7.2. Quality Level-B Utility Designating:

- Halff will designate the approximate horizontal position of conductive/toneable utilities within the project limits using geophysical prospecting equipment and mark using paint and/or pin flags. We anticipate the designation of approximately 40,000 linear feet of utilities including buried communication, electric, natural gas, petroleum pipeline, traffic signal, water, waste water/sanitary sewer, and storm drain/storm sewer. Designation of irrigation lines, HDPE lines, gathering lines, asbestos concrete and/or pvc lines, as well as pvc lines without tracer wire or access are not part of this Scope of Services.
- Because of limited utility record information and the possibility of non-conductive/un-toneable utilities, Halff cannot guarantee all utilities will be found and marked within the project limits.

7.3. Quality Level-C Surveying:

- Quality Level-B Utility Designation paint markings, pin flags, and above ground utility appurtenances as well the iron rod with cap or “x-cut” for Quality Level-A Test Holes will be surveyed and tied utilizing project survey control provided by Kimley-Horn.

7.4. Quality Level-D Records Research:

- Halff will perform additional utility record research as needed to successfully complete the project.
- Because there are situations where the utility does not have a metallic composition, a metallic tracer line attached, or access to insert a tracer line, the approximate location of the utility may be determined by the use of utility records and direct correspondence with the utility owner/representative. In these areas, the information will be considered Quality Level-D, depicted according to utility record information only.

7.5. SUE Field Manager / Professional Engineer:

- A SUE Field Manager will be on-site for a portion of this project for field crew supervision, field quality control, and coordination with on-site personnel. A Professional Engineer will be responsible for QA/QC,

management of the contract, coordination with the project team and signing the final deliverables if required.

Deliverables will consist of:

- Deliverables for the Quality Level-B 2D Utility Designation will be 11-in. x 17-in. SUE plan sheets depicting the findings of the investigation.
- Electronic files will be provided in MicroStation and/or AutoCAD format along with PDFs and photos.
- Exhibit showing utilities in conflict with proposed construction

8. TRAFFIC CONTROL PLAN SERVICES

- 8.1. Conceptual Traffic Control Plan consisting of a narrative/conceptual description of anticipated traffic handling, typical sections for phased construction assuming 3 major phases.

Deliverables will consist of:

- 18” roll-plot exhibit depicting conceptual TCP
- Conceptual Traffic Control Narrative

9. ROADWAY DESIGN SERVICES

This task includes design services for the 30% preliminary schematic. The Engineer will:

- 9.1. Obtain and review available record drawings, aerial photography, and any site development plans under review by the City.
- 9.2. Perform a site visit to evaluate site and traffic characteristics, topography, utilities, and potential environmental issues.
- 9.3. Design Criteria and Design Concept Conference (DCC) Meeting
 - Attend and document a DCC meeting with the City and TxDOT to establish preliminary design criteria
 - Prepare a Design Summary Report (DSR). The DSR will be presented at the DCC meeting. Update the DSR based on decisions made at the DCC meeting. The DSR will be updated throughout project development as design progresses and provided to TxDOT for their approval and record.
- 9.4. Evaluate and design horizontal alignments for E Pecan St
- 9.5. Evaluate and design vertical profile utilizing Microstation V8 and Geopak roadway design software.
- 9.6. Prepare preliminary horizontal roadway geometrics to be included on the schematic
- 9.7. Evaluate and prepare preliminary bridge layout to be included on the schematic
- 9.8. Evaluate and prepare retaining wall layout to be included on the schematic
- 9.9. Prepare existing and proposed typical sections to be included on the schematic
- 9.10. 30% plan sheets and submittal for TxDOT Division will be included in a future contract
- 9.11. Intersection Re-configurations and Geometrics

- Evaluate and design intersection geometrics for SH 130 NB and SB frontage road
 - Evaluate and design ultimate intersection geometrics for Weiss Lane/ future Cameron road intersection
- 9.12. Prepare 3D corridor model and preliminary cross sections at a spacing no less than 100 feet and at driveways and intersections. These cross-sections will show pavement and subgrade, right-of-way limits, side slopes, pavement cross-slopes, curbs, and sidewalks.
 - 9.13. Prepare one 30% opinion of probable construction cost (OPCC)
 - 9.14. Prepare one 30% Preliminary Design Schematic roll plot. The preliminary design schematic will be limited to existing topography and utilities, horizontal alignments, vertical profile design, intersection horizontal alignments and profiles (where applicable), identified easements, roadway typical sections, existing and proposed right-of-way, existing and proposed pavement edges, proposed sidewalks, proposed lane striping, and proposed detention facilities.
 - 9.15. Prepare a preliminary construction contract timeline
 - 9.16. The Engineer will perform Quality Control/Quality Assurance on each deliverable.
 - 9.17. Attend up to one (1) Design Review meeting with the City and one (1) Design Review meeting with TxDOT for the 30% schematic roll plot. Prepare meeting minutes and distribute to project attendees. Prepare comment responses for comments received during design review submittals.

The Engineer will provide the following deliverables during this task:

- Draft 30% Preliminary Design Schematic - Two (2) copies and one (1) electronic copy of the roll plots at a scale of 1 inch = 50 feet
- Final 30% Preliminary Design Schematic - Two (2) copies and one (1) electronic copy of the roll plots at a scale of 1 inch = 50 feet
- Two (2) copies and one (1) electronic copy of the 30% Cross Sections
- One (1) copy and one (1) electronic copy of Opinions of Probable Construction Cost for 30% Preliminary Design Schematic

10. DRAINAGE DESIGN SERVICES

The Engineer will:

- 10.1. Prepare a Preliminary Drainage Design Report for Detention Pond Hydrology & Hydraulics
- 10.2. Establish Baseline (Existing) Conditions
 - Data Collection: obtain studies, models, terrain, surveys, and plans
 - Terrain: merge field survey with LiDAR for combined terrain model
 - Hydrology: define methodology, delineate basins, determine parameters, estimate existing and future urbanized land use conditions.
- 10.3. Pond Location Evaluation

- Evaluate potential detention pond locations based on expected drainage outfall locations. Engineer will prepare up to 3 conceptual exhibits (plan view only) of potential detention pond and channel locations.
- 10.4. Prepare Proposed Conditions (with project)
- Design Criteria: establish design frequency for design
 - Channelization: develop concept channel cross sections to convey runoff to offsite detention facility
 - Detention Pond Sizing: determine detention pond sizes and volumes, outfall sizes, and emergency overflow sizes for proposed conditions.
- 10.5. Develop Concept Design
- Channels: prepare concept grading and plan/profile of proposed channel improvements for proposed conditions including: typical sections and plan/profile to be included as an exhibit for the Drainage Design Report.
 - Detention Ponds: prepare prelim plan of detention pond improvements for proposed conditions including: concept grading, outfall configuration, and emergency overflow configuration.

The Engineer will provide the following deliverables during this task:

- Two (2) hard copies and one (1) electronic copy of the Preliminary Drainage Design Report summarizing H&H modeling and including exhibits described above

11. TRAFFIC, SIGNING AND PAVEMENT MARKINGS SERVICES

This task includes traffic analysis for the 30% schematic design to evaluate and confirm appropriate lane geometry along E Pecan St and at intersections with side streets along the roadway. The Engineer will:

- 11.1. Obtain existing AM and PM peak-period turning movement counts at the following intersections:
 - E Pecan St / Sunlight Near Way
 - E Pecan St / Impact Way
 - E Pecan St / SH 130 Southbound Frontage Road (SBFR)
 - E Pecan St / SH 130 Northbound Frontage Road (NBFR)
 - E Pecan St / Weiss Lane
- 11.2. Obtain 24-hour vehicle classification counts at following locations:
 - E Pecan St – between Sunlight Near Way and Impact Way
 - E Pecan St – east of SH 130 NBFR
- 11.3. Obtain existing signal timing data from the City at above mentioned signalized intersections.
- 11.4. Develop a traffic model for the corridor using Synchro software to simulate existing conditions.
- 11.5. Coordinate with the City to determine an appropriate annual traffic growth rate.
- 11.6. Project future traffic volumes along the corridor to estimate 5-year, 10-year, and

- 20-year projections.
- 11.7. Develop AM and PM peak-hour traffic models for future conditions.
 - 11.8. Evaluate intersection operations for the 5-year and 10-year models to identify appropriate intersection geometry at side streets along E Pecan St.
 - 11.9. Summarize findings and recommendations of the traffic study in a Technical Memorandum.

The Engineer will provide the following deliverables during this task:

- Technical Memorandum summarizing findings and recommendations of the traffic analysis.

12. ENVIRONMENTAL, STORM WATER MANAGEMENT PLAN, AND TREE PRESERVATION SERVICES

Task 12 is not anticipated to be a part of this current contract.

13. SUBMITTAL REQUIREMENTS

This task is for the preliminary 30% schematic design submittal.

30 Percent Submittal:

- 13.1. Provide two (2) paper copies for review of the items listed below and a PDF containing electronic copies. For the schematic, provide two (2) roll-plots at a scale of 1"=50' submitted in 36" roll paper format.
- 13.2. The submittal must include the following:
 - 30 percent design level schematic roll-plot. Include the existing and proposed horizontal and vertical geometry, aerial topography, locations of existing utilities, drainage structures, existing, and proposed typical sections;
 - 30 percent schematic cross-section roll-plot submitted in 18" roll paper format
 - Preliminary Traffic Control Plan including a narrative/conceptual description of anticipated traffic handling, typical sections for phased construction and a 18" roll-plot exhibit depicting the proposed construction phasing;
 - Draft Geotechnical Roadway Report;
 - Draft Hydrologic and Hydraulic Drainage Report;
 - A list of Right-of-Way encroachments if needed;
 - Preliminary Opinion of Probable Construction Cost;
 - Preliminary Construction Timeline

14. BID PHASE SERVICES

Task 14 is not anticipated to be a part of this current contract.

15. CONSTRUCTION PHASE SERVICES

Task 15 is not anticipated to be a part of this current contract.

16. 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.

SUE Additional Services will include the following:

16.1. Quality Level-A Utility Test Holes (Vacuum Excavation):

- Up to fifteen (15) test holes will be performed, as requested and approved by the City, on various utilities at locations specified. Halfff will cut up to a 12” square test hole, excavate down to utility, record the depth to top of utility, backfill & compact the hole, and restore the surface to its original condition. An iron rod with cap or “x-cut” will be set to mark the approximate centerline location of the utility. A jackhammer will be utilized for work to be performed in asphalt and concrete areas. This Scope of Services includes all test holes being performed under one (1) mobilization.
- If test holes are requested on non-conductive/untonable utilities depicted as Quality Level-D where the horizontal location is assumed, Halfff will coordinate with respective utility owner, on-site personnel if private property and available records to pinpoint the location to perform the test hole. Due to the concrete/ground conditions, one (1) attempt shall be made, which may or may not expose the subject utility.

Deliverables for the Quality Level-A Test Hole excavations will be a 11-in. x 17-in. Test Hole Data Form for each Test Hole performed indicating depth, size, location, and other notable characteristics of the utility.

Public Involvement Additional Services will include the following:

- 16.2. The Engineer will attend a pre-public meeting planning meeting with the City and TxDOT.
- 16.3. The Engineer will provide support and attendance for up to one (1) in-person open house and one (1) virtual public meeting.
- 16.4. The Engineer will prepare meeting handouts, agendas, name tags, sign-in sheets, comment cards, a Powerpoint presentation and speech/speaking points if necessary. The Engineer will obtain City’s and TxDOT’s approval on all materials prior to production or publication. One (1) round of comments/revisions will be completed on all public meetings materials.

- 16.5. The Engineer will coordinate with the City and City's Consultant to prepare a Public Meeting Summary Report per NEPA/TXDOT criteria via subconsultant (CMEC).
- 16.6. The Engineer will compile and prepare responses to comments at the public meetings for incorporation into the public meeting summary reports.
- 16.7. The Engineer will provide one Environmental Constraints Map via subconsultant (CMEC)

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. Traffic Signal Design services
- d. Landscaping and streetscaping services
- e. Construction Phase and Bidding Phase services
- f. Illumination design services
- g. Franchise Utility relocation design
- h. Construction inspection, construction staking, and material testing
- i. Appearing as an expert witness in any litigation for the City.
- j. Formal coordination with the USFWS
- k. Threatened and endangered species presence/absence surveys
- l. Waters of the US determination and wetland delineation
- m. Section 6(f) or 4(f) analysis
- n. Historic resources survey or archeological testing, data recovery, or construction-phase monitoring
- o. Geologic 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

**EXHIBIT B
FEE SUMMARY FOR PROFESSIONAL SERVICES**

Project Name: E Pecan St
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	CADD	Project Controller	Admin		
			\$285.00	230.00	185.00	155.00	125.00	105.00	\$100.00		
1	PROJECT ADMINISTRATION AND COORDINATION SERVICES										
	Project Schedule and Work Plan		4	8						12	
	General Administration and Schedule Maintenance	assume 10 months		10	10					30	
	Invoicing and Progress Reports			10	10			10	10	30	
	Kickoff Meeting		4	4		4				12	
	TxDOT and Travis County Status Meetings	Assume 2 total	8	8		8				24	
	Bi-weekly internal team meetings	Virtual - 20 meetings	10	20	20	10				60	
	Monthly coordination meetings with City	Virtual - 10 meetings	5	10	5	10				30	
	Prepare Meeting minutes and agendas	assume 13 meetings		7		13				20	
										0	
	Task Total (Hours)		31	77	45	45	0	10	10	218	
	Task Total (Dollars)		\$8,835	\$17,710	\$8,325	\$6,975	\$0	\$1,050	\$1,000	\$43,895.00	\$0.00
3	ENVIRONMENTAL SERVICES										
	CMEC ENV fee									0	\$39,292.00
	5% CMEC sub mark up - environmental documentation									0	\$1,964.60
	Coordination of ENV and QC/QA		4	16	16					36	
										0	
	Task Total (Hours)		4	16	16	0	0	0	0	36	
	Task Total (Dollars)		\$1,140	\$3,680	\$2,960	\$0	\$0	\$0	\$0	\$7,780.00	\$41,256.60
4	SURVEYING SERVICES										
	Half Survey Fee										\$70,865.00
	5% Half survey sub mark up - survey									0	\$3,543.25
	Coordination of survey, ROW docs and QC/QA		2	6	8	4				20	
	Right of Way Justification Exhibits	Up to 3 parcels	2	4	8	16	24			54	
										0	
	Task Total (Hours)		4	10	16	20	24	0	0	74	
	Task Total (Dollars)		\$1,140	\$2,300	\$2,960	\$3,100	\$3,000	\$0	\$0	\$12,500.00	\$74,408.25
5	GEOTECHNICAL ENGINEERING SERVICES										
	Raba Fee										\$48,155.00
	5% Raba sub mark up - geotech									0	\$2,407.75
	Geotech review and coordination			6	6					12	
										0	
	Task Total (Hours)		0	6	6	0	0	0	0	12	
	Task Total (Dollars)		\$0	\$1,380	\$1,110	\$0	\$0	\$0	\$0	\$2,490.00	\$50,562.75
6	UTILITY COORDINATION SERVICES										
	Utility Coordination Meeting	1 meeting	4	4		4				12	
	Utility Coordination Meeting exhibit preparation	Exhibits for meeting	1	2	10	16				29	
	Analyze potential conflicts and develop Utility Conflict Matrix			8	16	24				48	
										0	
	Task Total (Hours)		5	14	26	44	0	0	0	89	
	Task Total (Dollars)		\$1,425	\$3,220	\$4,810	\$6,820	\$0	\$0	\$0	\$16,275.00	\$0.00
7	SUBSURFACE UTILITY ENGINEERING (SUE) SERVICES										
	Half SUE Fee	QLB								0	\$58,590.00
	5% Half survey sub mark up - QLB									0	\$2,929.50
	Coordination of SUE and QA/QC			4	4	4				12	
										0	
	Task Total (Hours)		0	4	4	4	0	0	0	12	
	Task Total (Dollars)		\$0	\$920	\$740	\$620	\$0	\$0	\$0	\$2,280.00	\$61,519.50
8	TRAFFIC CONTROL PLAN SERVICES										
	Prepare Traffic Control Roll Plots for 3 phases of Work	assume 3 roll plots	4	16	32	40	48			140	
	Prepare Sequence of Work		1	4	8					13	
										0	
	Task Total (Hours)		5	20	40	40	48	0	0	153	
	Task Total (Dollars)		\$1,425	\$4,600	\$7,400	\$6,200	\$6,000	\$0	\$0	\$25,625.00	\$0.00

**EXHIBIT B
FEE SUMMARY FOR PROFESSIONAL SERVICES**

Project Name: E Pecan St
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	CADD	Project Controller			Admin
			\$285.00	230.00	185.00	155.00	125.00	105.00			\$100.00
9	ROADWAY DESIGN SERVICES										
	Data Collection and review		8	8	8	8			32		
	Site Visit		6	6	6	6			24		
	Prepare DSR		2	4	8	8			22		
	DCC meeting with TxDOT		4	4		4			12		
	Horizontal alignments		2	4	6	12			24		
	Design Vertical Profiles		4	12	24	40			80		
	Horizontal Geometrics for Schematic		12	24	40	80	60		216		
	Preliminary bridge evaluation and layout for schematic		4	8	24	40			76		
	Preliminary retaining wall evaluation and layout for schematic		4	8	24	40			76		
	Typical Sections for schematic		2	4	16	24			46		
	SH 130 Intersection evaluation and geometrics		4	8	24	40	24		100		
	Weiss Lane/Cameron Rd Intersection evaluation and geometrics		4	8	20	32	16		80		
	Develop 3D corridor Model		4	12	72	72	32		192		
	Develop Prelim 30% Cross Sections		4	12	32	40	40		128		
	Develop Prelim 30% OPCC		2	6	12	16			36		
	Prepare draft 30% Schematic Roll Plot		6	12	60	80	80		238		
	QA/QC of Draft 30% Submittal		8	8	8				24		
	30% Review Meeting and Comment Responses		4	6	6				16		
	Prepare Final 30% Schematic Roll Plot		2	8	24	40	40		114		
	Prepare preliminary construction timeline		2	4	8				14		
	QA/QC of Final 30% Submittal		6	6	6				18		
									0		
									0		
	Task Total (Hours)		86	172	428	582	300	0	0	1568	
	Task Total (Dollars)		\$24,510	\$39,560	\$79,180	\$90,210	\$37,500	\$0	\$0	\$270,960.00	\$0.00
10	DRAINAGE DESIGN SERVICES										
	Hydraulic data and model collection and review		4	6	10	20			40		
	Generate Existing Terrain			2	4	6			12		
	Existing Hydrology			4	8	40			52		
	Pond Location Evaluation		2	8	16	32			58		
	Proposed Hydrology			8	24	48			80		
	Channel Sizing			2	4	8			14		
	Detention Pond Sizing			4	10	24			38		
	Channel Concept Grading			4	8	24			36		
	Pond Concept Grading			4	8	48			60		
	Drainage Report		8	8	24	40		4	84		
	Task Total (Hours)		14	50	116	290	0	0	4	474	
	Task Total (Dollars)		\$3,990	\$11,500	\$21,460	\$44,950	\$0	\$0	\$400	\$82,300.00	\$0.00
11	TRAFFIC, ILLUMINATION SIGNING AND PAVEMENT MARKINGS SERVICES										
	Quality Counts Fee	traffic counts							0	\$2,180.00	
	5% Quality Counts sub mark up - traffic counts								0	\$109.00	
	Obtain and review existing traffic counts & signal timing data			1	3	6			10		
	Develop existing traffic model			1	4	10			15		
	Estimate future traffic volume projections at intersections		1	1	2	4			8		
	Develop future traffic models (5-year, 10-year)			3	6	15			24		
	Intersection analysis and determine intersection geometry		1	4	8	20			33		
	Develop Tech Memo		2	6	15	30			53		
	Task Total (Hours)		4	16	38	85	0	0	0	143	
	Task Total (Dollars)		\$1,140	\$3,680	\$7,030	\$13,175	\$0	\$0	\$0	\$25,025.00	\$2,289.00

**EXHIBIT B
FEE SUMMARY FOR PROFESSIONAL SERVICES**

Project Name: E Pecan St
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	CADD	Project Controller	Admin			
			\$285.00	230.00	185.00	155.00	125.00	105.00	\$100.00			
16	ADDITIONAL SERVICES											
	Half SUE Fee	QLA								0	\$25,924.00	
	5% Half sub mark up - QLA SUE									0	\$1,296.20	
	CMEC Public Involvement fee									0	\$5,460.00	
	5% CMEC sub mark up - PI									0	\$273.00	
	Attend pre-public meeting planning meeting with City and TxDOT		4	4	4					12		
	In-person public meeting attendance		6	6	6					18		
	Virtual Public meeting support attendance		2	2	2					6		
	Public meeting materials		4	8	16	24	40			92		
	Translate public meeting materials in Spanish				4	4				8		
	Address City/TxDOT comments on public meeting materials		1	2	6	12				21		
	Public Meeting Summary report QC		4	4						8		
	Public Meeting comment responses		2	4	12	24				42		
										0		
										0		
	Task Total (Hours)		23	30	50	64	40	0	0	207		
	Task Total (Dollars)		\$6,555	\$6,900	\$9,250	\$9,920	\$5,000	\$0	\$0	\$37,625.00	\$32,953.20	
	Reimbursable Expenses											
	Plotting and Reproduction	\$1000 LS									\$1,000.00	
	Mileage	0.56/MILE @ 500 MILES									\$280.00	
	Task Total (Dollars)										\$1,280.00	
	KIMLEY-HORN TOTAL (Hours)		176	415	785	1174	412	10	14	2986		
	KIMLEY-HORN TOTAL (Dollars)		\$50,160	\$95,450	\$145,225	\$181,970	\$51,500	\$1,050	\$1,400	\$526,755.00		
	SUBCONSULTANT (HALFF - Survey/ROW/SUE)									\$155,379.00		
	SUBCONSULTANT (CMEC - Environmental)									\$44,752.00		
	SUBCONSULTANT (Raba-Geotechnical)									\$48,155.00		
	SUBCONSULTANT (Quality Counts)									\$2,180.00		
	PRIME PROVIDER MARK UP (5%)									\$12,523.30		
	REIUMBURSABLE EXPENSES (KH)									\$1,280.00		
	GRAND TOTAL									\$791,024.30		

WORK PLAN (EXHIBIT B)

BASE SERVICES

I. DESIGNATING (UTILITY LOCATING) (QL-B)

Description	Quantity	Authorized Rate	Unit	Estimated Cost
Designating 1-Man Crew	45	\$95.00	hour	\$4,275.00
Designating 2-Man Crew	140	\$190.00	hour	\$26,600.00
QC Manager	4	\$265.00	hour	\$1,060.00
Project Manager	10	\$230.00	hour	\$2,300.00
SUE Manager	24	\$145.00	hour	\$3,480.00
SUE Field Manager	50	\$130.00	hour	\$6,500.00
CADD Tech	40	\$95.00	hour	\$3,800.00
Survey Crew 2-Man	45	\$175.00	hour	\$7,875.00
Contract Specialist	6	\$90.00	hour	\$540.00
Mileage	1000	\$0.56	mile	\$560.00
Certified Traffic Control (Provided by Others)	1	\$1,600.00	day	\$1,600.00

Subtotal: \$58,590.00

ADDITIONAL SERVICES AS AUTHORIZED

II. POT HOLING (VACUUM EXCAVATION) (QL-A)

Depth	Quantity	Authorized Rate	Unit	Estimated Cost
0.0 feet to 5 feet		\$1,250.00	each	\$0.00
Over 5.01 feet to 10 feet		\$1,500.00	each	\$0.00
Over 10.01 feet to 15 feet		\$1,800.00	each	\$0.00
Over 15.01 feet to 20 feet		\$2,450.00	each	\$0.00
Over 20 feet		\$3,500.00	each	\$0.00
All Depths	15	\$1,500.00	each	\$22,500.00
Mileage	400	\$0.56	mile	\$224.00
Certified Traffic Control (Provided by Others)	2	\$1,600.00	day	\$3,200.00

Subtotal: \$25,924.00

TOTAL \$84,514.00

Note: This is an estimate based upon the anticipated hours and personnel categories to perform Quality Level-D Utility Records Research through Quality Level-B Utility Designation and the number Quality Level-A Test Hole requested within the project limits. Due to the unknown timing of project approval and personnel availability, Halff will invoice actual hours worked and personnel categories utilized, in accordance with the attached 2021 Halff SUE Rate Schedule, and the number of test holes attempted (whether utility is located or not.) If quantities are exceeded or additional test holes are required, Halff will notify Kimley Horn for authorization and submit a supplemental agreement to increase the fee prior to proceeding with any additional work.

Halff's services will be performed in a manner consistent with that degree of skill and care ordinarily exercised by members of the same profession currently practicing under similar circumstances. Halff will make a good faith effort to locate all utilities, but shall be compensated for work performed even if the utility is not located. This proposal is valid for 30 days.

SUBPROVIDER NAME: Cox|McLain Environmental Consulting, Inc.

TASK DESCRIPTION	Project Manager	Senior Environmental Planner	Professional Scientist IV	Professional Scientist II/III	Professional Scientist I	GIS	Admin Asst. IV	TOTAL HOURS	TOTAL LABOR COST
Task A. Environmental Documentation- NEPA									
Project Management and Coordination	4	6	6				6	22	\$2,390.00
WPD 1&2	2		8	6				16	\$1,650.00
Draft and Final Arch Background Study		2	6			6	2	16	\$1,480.00
Archeological Survey & Draft & Final Archeological Survey Report	2	4	48			8	2	64	\$6,430.00
Draft and Final Species Analysis Documentation		4	18	20	10	8	2	62	\$5,490.00
Draft and Final HazMat ISA		6	20	26		6	2	60	\$5,570.00
Draft and Final Historical Studies PCR	2		4	10		4	2	22	\$2,060.00
Draft and Final Noise Analysis			40	38		2	2	82	\$7,530.00
Draft and Final Community Impact Analysis	2	2	16	26	6	8	2	62	\$5,620.00
SUBTOTAL	12	24	166	126	16	42	20		\$38,220.00
Task B. Public Involvement (Additional Services as Authorized)									
Draft Public Meeting Notices & Materials	0	0	0	0	0	0	0	0	\$0.00
Constraints Map		2	2	2	2	10		18	\$1,600.00
Attend One Public Meeting		4		8				12	\$1,160.00
Public Meeting Summary Report		4	12	12				28	\$2,700.00
SUBTOTAL	0	10	14	22	2	10	0		\$5,460.00
LOADED HOURLY RATE	\$170.00	\$120.00	\$100.00	\$85.00	\$70.00	\$85.00	\$65.00		
TOTAL COSTS									\$43,680.00
SUBTOTAL LABOR									\$43,680.00

Reimbursable Expenses	Rate	Unit	Quantity	Amount
Mileage	\$0.56	mile	250	\$140
Hazardous Materials Database Search	\$300	per search	1	\$300
TARL Archeological Site Registration	\$96	per site	1	\$96
Records-only Archeological Curation at CAS - Texas State	\$268	per inch	2	\$536
Public Meeting Legal Notices	\$400	each	0	\$0
Public Involvement Facility Rental (4 hour event)	\$750	event	0	\$0
Law Enforcement/Uniformed Officer	\$75	per hour	0	\$0
SUBTOTAL REIMBURSABLE EXPENSES				\$1,072.00

Grand Total \$44,752.00

ESTIMATE



TEX:TX

BILL TO : Kimley-Horn and Associates, Inc.
 10415 Morado Circle
 Austin, TX 78759
 (512) 418-1771

CLIENT PROJECT # KH: #####

ESTIMATE DATE : 6/23/2021

ORDER DATE : 6/23/2021

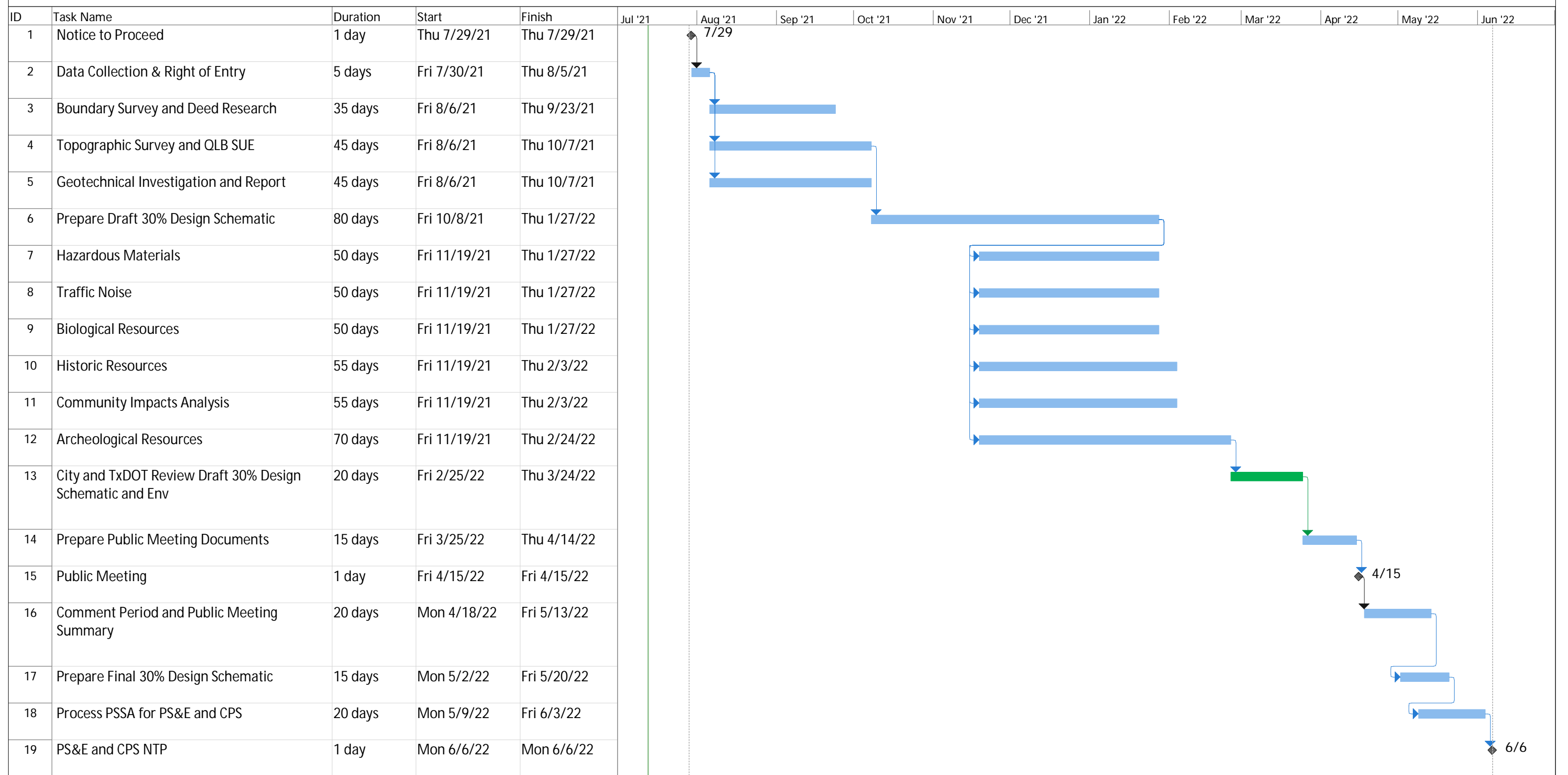
ORDER No	PROJECT NAME	PAYMENT TERMS	ORDER BY
154991	E Pecan St	PWP	Vivek Deshpande

QTY	DESCRIPTION	RATE	TOTAL
10	Standard-Turn Count	\$160.00	\$1,600.00
	5 Location(s) for time period(s): 7:00 AM -- 9:00 AM-(Midweek)		
	-Sun Light Near Wy -- E Pecan St, Pflugerville, TX		
	-Impact Wy -- E Pecan St, Pflugerville, TX		
	-TX 130 SB FR -- E Pecan St, Pflugerville, TX		
	-TX 130 NB FR -- E Pecan St, Pflugerville, TX		
	-Weiss Ln -- E Pecan St, Pflugerville, TX		
	5 Location(s) for time period(s): 4:00 PM -- 6:00 PM-(Midweek)		
	-Sun Light Near Wy -- E Pecan St, Pflugerville, TX		
	-Impact Wy -- E Pecan St, Pflugerville, TX		
	-TX 130 SB FR -- E Pecan St, Pflugerville, TX		
	-TX 130 NB FR -- E Pecan St, Pflugerville, TX		
	-Weiss Ln -- E Pecan St, Pflugerville, TX		
1	4+ Lanes-Class, Volume	\$210.00	\$210.00
	1 Location(s) for time period(s): 1 Days (Class, Volume)		
	-E Pecan St Btwn Sun ligh Near Wy & Impact Wy, Pflugerville, TX		
1	1-3 Lanes-Class, Volume	\$170.00	\$170.00
	1 Location(s) for time period(s): 1 Days (Class, Volume)		
	-E Pecan St East of TX 130 NB FR, Pflugerville, TX		
1	Standard tube setup fee	\$200.00	\$200.00
	TOTAL		\$2,180.00

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: E Pecan St Prelim Date: Tue 7/13/21	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			