

**PROFESSIONAL SERVICES AGREEMENT
FOR
PFLUGERVILLE MAIN STREET EXTENSION**

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 Cobb, Fendley & 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 1 which are incorporated by reference as if written and copied herein.

All work performed by Consultant hereunder shall be performed to the satisfaction of the City Manager. The determination made by City Manager shall be final, binding and conclusive on all Parties hereto. City shall be under no obligation to pay for any work performed by Consultant, which is not satisfactory to City Manager. City shall have the right to terminate this Agreement, in accordance with Article VII. Termination, in whole or in part, should Consultant’s work not be satisfactory to City Manager; however, City shall have no obligation to terminate and

may withhold payment for any unsatisfactory work, as stated herein, even should City elect not to terminate.

IV. COMPENSATION TO CONSULTANT

4.1 In consideration of Consultant's performance in a satisfactory and efficient manner, as determined solely by City Manager, of all services and activities set forth in this Agreement, City agrees to pay Consultant an amount not to exceed Three hundred twenty-two thousand seven hundred sixty-four dollars and fifty-five cents (\$322,764.55) as total compensation, to be paid to Consultant as further detailed in Exhibit 1.

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

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

V. OWNERSHIP OF DOCUMENTS

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

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

VI. RECORDS RETENTION

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

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

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

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

VII. TERMINATION

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

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

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

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

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

7.4.1 Bankruptcy or selling substantially all of company's assets

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

7.4.3 Performing unsatisfactorily

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

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

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

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

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

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

VIII. NOTICE

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

If intended for City, to: City of Pflugerville
Attn: Patricia Davis, P.E.
City Engineer
P.O. Box 589
Pflugerville, Texas 78691

If intended for Consultant, to: Cobb, Fendley & Associates, Inc.
505 E. Huntland Drive, Suite 100
Austin, Texas 78752

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 “Pflugerville Main Street Extension Design Workshop” 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: Premises/Operations	General 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: Design Workshop, ACI Consulting, American StructurePoint, and Arias. 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:

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

XXIV. ENTIRE AGREEMENT

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

XXV. MISCELLANEOUS CITY CODE PROVISIONS

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

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

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

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

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

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

Cobb, Fendley & Associates, Inc.

(Signature)



(Signature)

Printed Name: Sereniah Breland

Printed Name: Dan Warth

Title: City Manager

Title: Executive Vice President

Date: _____

Date: 7/14/2021

APPROVED AS TO FORM:

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

Attachment “A”

Scope of Services

including

Project Description/Scope of Services;

Fee Summary for Professional Services

and

Proposed Project Schedule

EXHIBIT 1
CITY OF PFLUGERVILLE
Main Street Extension – Railroad Ave to Old Austin Hutto Rd
SCOPE OF SERVICES – SCHEMATIC DESIGN & PER

Project Understanding

The work to be performed by CobbFendley & Associates (CF) under this contract will consist of providing Schematic Design and Preliminary Engineering Report for the Main Street Extension project; a future two-lane urban roadway from Railroad Ave to FM 685. The project includes ROW acquisition, intersection design at Railroad Ave, and FM 685, as well as a bridge crossing of Gilleland Creek. Per direction by the City of Pflugerville, 30%, 60%, 90%, & 100% Documents and Bid and Construction Phase Services will be negotiated after the Schematic Design and PER submittal. The project consists of the following improvements:

- Alignment planning (2 alternatives), including ROW impacts, for approximately 2,400 linear feet of roadway from Railroad Avenue to FM 685
- Schematic alignment and profile for approximately 2,400 linear feet of roadway from Railroad Avenue to FM 685
- Preliminary Stormwater Analysis of the project area and drainage area
- HEC-RAS analysis and sizing of a bridge crossing of Gilleland Creek.
- Schematic layout of storm drainage system, water quality and detention opportunities.
- Preparation of Preliminary Engineering Report
- Illumination Analysis of the Project Area
- Conceptual Landscaping and Place Making
- Environmental Investigation, Survey, Geotechnical Borings and Report, and Utility Coordination
- 1 Public Meeting

Basic Scope of Services

Preliminary Engineering Report and Schematic Design

1. Project Management and QA/QC
 - a. Project Management. This task consists of effort associated with project administration, coordination with City staff, coordination, and supervision of the project team.
 - b. Update the Project Schedule
 - c. Provide Monthly Status Updates
 - d. QAQC. This task consists of quality management so that project milestones and deliverables meet schedule and budget constraints.
2. Meetings
 - a. Project Coordination Meetings, Agendas and Meeting Minutes. Four meetings have been included for the Preliminary Engineering Report Phase with the client. Two meetings have been included for the Schematic Design Phase.
 - b. Kickoff Meeting, Agendas and Meeting Minutes: One kickoff meeting has been included for the Preliminary Engineering Phase.
 - c. Public Meeting: One project meeting has been included for the Preliminary Engineering Phase. CF will provide exhibits, support, and personnel at the meeting. It is understood that outreach and coordination will be provided by the city.

- d. Council Presentations. Attend one Council meeting to present the project.
- 3. Data Collection and Review
 - a. Review Reports, studies, and drawings
 - b. Site Visits
- 4. Survey
 - a. Right of Entry – 8 Parcels
 - b. Establish Control
 - c. ROW and Boundary Survey (8 parcels) - research property ownership and ROW Information along N. Railroad Avenue and FM 685 and properties affected by the proposed alignment, create a Deed / Abstract Map based on records collected, of the parcels and the adjoining tracts. This task does not include include metes and bounds descriptions.
 - d. TSPS Category 6, Condition 4 (Rural), Topographic Survey
- 5. Development of Design Summary Report.
- 6. Schematic Design Plans are only plan and profile view of the proposed alignment (and one alternative) that shows known existing utility crossings. the existing utilities will be schematic until further verified in the field. The Schematic Plan shall be on a roll plot at 1" =40' H and 1" = 10' Vertical.
- 7. Landscape, Lighting, Hardscape, and Public Art – See attached Design Workshop Scope of Services dated June 11, 2021.
- 8. Environmental Services – See attached ACI consulting Scope of Service dated June 14, 2021.
- 9. Bridge Design - Produce bridge layouts for crossing Gilleland Creek designed to convey the 100-year rainfall event with 1-foot of freeboard, consisting of plan and profile at a 1:1 scale and a typical section sheet. Will include 2 to 3 different bridge structure options including CON/SPAN, with different columns sizes. Various columns sizes will allow landscape architect flexibility to add features to the column that can extend to beyond top of deck. Will work with landscape architect to develop architectural features to incorporate into the bridge structure like railings, pavers, decorative towers, columns and bricks.
- 10. Hydrologic Analysis – CF will determine drainage areas draining to and impacted by the new roadway corridor and perform HEC-HMS hydrologic analysis of the 2, 25, and 100 year Atlas-14 rainfall events. The hydrologic analysis efforts are defined as follows:
 - a. Project Startup
 - i. Collection, Review and Analysis of Existing Plans, H&H Data, Maps and Reports
 - ii. Perform field visit
 - iii. Meetings/Coordination with City of Pflugerville and affiliated entities
 - b. Existing Condition Analysis
 - i. Analyze LiDAR Data to determine existing condition overland sheet flow patterns
 - ii. Identify and locate existing condition outfall locations and drainage systems
 - iii. Analyze existing terrain for overland flowpaths
 - iv. Determine Existing Condition drainage areas and create drainage area map
 - v. Develop existing condition hydrologic model using HEC-HMS for the (2, 25, and 100-year Atlas-14 rainfall events)
 - c. Proposed Condition Analysis
 - i. Revise Existing Condition drainage areas where necessary to create proposed drainage area map
 - ii. Develop proposed condition hydrologic model using HEC-HMS for the (2, 25, and 100-year Atlas-14 rainfall events)
 - iii. Perform comparison between existing and proposed condition hydrology to determine mitigation storage volume required
 - d. Report Preparation
 - i. Preliminary Drainage Study Report
 - ii. Prepare Maps and Exhibits
 - e. QA/QC – Related to Hydrologic Analysis:
 - i. QA/QC Submittal
 - ii. Address Comments
- 11. Hydraulic Analysis for Gilleland Creek Crossing

All modeling will be based on the Effective HEC-RAS model and the flows contained therein. No hydrology or hydrologic calculations will be completed as part of this analysis.

- a. Obtain effective HEC-RAS model from City of Pflugerville, currently in development. Review model to verify it reflects present day conditions.
 - b. A Revised Existing condition model will be created by incorporating necessary changes to reflect present day condition and adding cross sections as needed to incorporate the proposed bridge.
 - c. A Proposed Condition model will be created by modifying the Revised Existing Condition model to incorporate the proposed bridge.
 - d. Once the proposed condition model is created, alternatives will be modeled to eliminate adverse impacts to water surface elevations resulting from the proposed bridge in the effective 500-year event (up to 3) per Section 25-7-6 of the City of Austin Land Development Code. The City's effective model has not been updated to reflect Atlas-14 rainfall data. In the event the updated model, the pre-Atlas-14 500-year event will be used to approximate the Atlas 14 100-year event.
 - e. Provide necessary information to be included as part of the overall PER being prepared.
12. Localized Roadway Hydrology and Hydraulics – CF will perform schematic drainage design to include preliminary analysis for number of inlets, size of pipe, preliminary cost estimate, and.
- a. Localized Hydrology of Proposed Roadway – Delineate roadway and local drainage areas, time of concentration, runoff coefficients, rainfall intensity, and runoff used in hydraulic analysis. This information will be used to develop preliminary cost estimates for the roadway drainage system.
 - b. Drainage Report – Assimilate findings into a technical report.
13. Illumination Study. See attached scope of services from American Structurepoint, dated June 14, 2021.
14. Traffic - Cobbfendley will perform traffic analysis and signal warrant analysis for 2 intersections located at Main Street at N. Railroad Avenue and at FM 685 at Main Street.
- a. QA/QC
 - b. Agency coordination. Attend meetings and coordinate with the City of Pflugerville and TxDOT. It is expected that all meetings can be held via WebEx or other virtual means.
 - c. Site Visit. A site visit shall be performed to survey and investigate site conditions, observe vehicular and pedestrian patterns, take photographs of all approaches and significant features, and to review general field survey information.
 - d. Intersection assessment. All site visit information will be assessed with issues identified and provide a summary of the site visit. This will be included in the engineering report.
 - e. Data collection and review. 24-hour video turning movement counts will be collected on a Tuesday, Wednesday, or Thursday with school in session for the Main Street at N Railroad Ave intersection and the FM685 at Main Street intersection. This data will be reviewed for accuracy and consistency.
 - f. Site map. A site map will be generated to show study location on an aerial with roadways identified.
 - g. Crash data analysis. Crash data will be obtained from CRIS / Police Department to determine the types and severities of crashes in order to determine patterns and trends.
 - h. Collision diagram. The crash data will be displayed graphically on an aerial to show locations of crashes at the intersections.
 - i. Existing condition diagram graphic. All site visit information will be displayed on a graphic including signs, edge of pavement, pedestrian curb ramps, curbs, pavement markings, sidewalks, obstructions, drainage inlets, visible surface utilities, landscaping, etc.
 - j. Traffic Signal Warrant Analysis. A traffic signal warrant will be performed at two (2) intersections (Main Street at N. Railroad Avenue and FM65 at Main Street) based on the guidelines from the Texas Manual on Uniform Traffic Control Devices.
 - k. Proposed intersection recommendations graphic. Utilizing all data and analysis results, a proposed intersection recommendations graphic will be generated for each intersection. This could show equipment locations for a proposed traffic signal, pedestrian curb ramp improvement and pavement marking improvements.

- l. Planning level cost estimate. A planning level cost estimate will be generated in order to determine approximate costs of proposed recommendations.
 - m. Report. Prepare a signal warrant study report which outlines all data collection, signal warrant evaluations, and recommendations. The report will include all assumptions, existing and projected condition operations. All analysis will be performed in accordance with the Texas Manual on Uniform Traffic Control Devices, the Highway Capacity Manual, Institute of Transportation Engineers (ITE) Trip Generation Manual, City Guidelines, City Standards, TxDOT Guidelines and TxDOT Standards.
- 15. Geotechnical Engineering – See attached Arias Scope of Services dated June 17, 2021.
- 16. Utility Coordination/Subsurface Utility Engineering
 - a. Develop Utility Contact List. CobbFendley establish contact with existing Utility Companies within and adjacent to the Project and create a utility contact list. This list will be maintained throughout the project.
 - b. Field Reconnaissance and Data Collection. CobbFendley shall make a field visit to verify existing utility layout drawings with field conditions.
 - c. Existing Utility Layout. CobbFendley shall create an existing utility layout in the latest version of AutoCAD using base topo/survey files correlated with as-builts provided by each Utility Owner.
- 17. Determine Easement and Land Acquisition Requirements. Prepare Exhibits for Potential Easement and ROW Requirements to be included in the PER. This does not include metes and bounds descriptions. These will be for discussion only.
- 18. Determine Project Permitting/Design Requirements – to Accompany PER. Research and evaluate permit needs for project (TxDOT, County ROW, Floodplain, TCEQ Transition Zone, THC, TPWD, UPRR (if necessary), USACE, and USF&W).
- 19. Construction Cost Estimate. Develop a preliminary opinion of probable construction cost based on the preliminary analysis. Cost estimate will include a 25% contingency.
- 20. Develop Preliminary Engineering Report (PER)
 - a. Draft PER summarizing findings described above.
 - b. Final PER incorporating City’s review comments.
- 21. Deliverables
 - a. Monthly Status Update - Assumes 3 months duration for draft PER
 - b. Design Summary Report (DSR)
 - c. Preliminary Engineering Report - Draft
 - d. Preliminary Engineering Report – Final
 - e. Schematic Design Plans - Draft
 - f. Schematic Design Plans - Final
 - g. Construction Cost Estimate
 - h. One Public Meeting – CF will send two Engineers to assist the City of Pflugerville with questions.
 - i. Public Meeting Roll Plots & Exhibits

Compensation

Refer to the attached Hourly Breakdown for compensation. This will be a time and materials contract per the attached Hourly Rate Schedule.

Schedule

The following project milestones are estimated and may require modification pending preliminary engineering results and construction timeframe constraints:

- Preliminary Engineering Report & Schematic Design Plans – 3 Months from NTP

The estimated timeframes identified do not include time for City review of submittals.

City Responsibilities

1. The City will provide to CF all data in the City's possession relating to CF's services on the Project. CF will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by the City.
2. The City will give prompt notice to CF whenever the City observes or becomes aware of any development that affects the scope or timing of CF's services.
3. The City will examine information submitted by CF and render in writing or otherwise provide comments and decisions in a timely manner.
4. The City will provide Title Reports for properties with proposed easements.
5. The City will obtain all permanent, access, and temporary construction easements, including services such as appraisal of properties, negotiations with the property owners, and actual purchase of the easements.

Additional Services

Additional Services to be performed, if authorized in writing by the City, but which are not included in the above-described Basic and Supplemental Scope of Services, and once a mutually agreed upon fee is negotiated are as follows:

1. During the PER phase, only 2 alignment alternatives and 2-3 bridge alternatives will be analyzed. Estimated construction costs will be included for these items during the PER, but no design will be submitted until Design Phase per direction from the City of Pflugerville.
2. Performing Subsurface Utility Engineering.
3. Performing title searches for easement or joint-use agreement preparation.
4. Preparation of additional easement/ boundary exhibits.
5. Preparation of platting documents and/or real property survey for site acquisition.
6. Accompanying the City when meeting with the TCEQ, U.S. Environmental Protection Agency, or other regulatory agencies during the course of the Project, beyond those meetings identified above.
7. Preparing applications and supporting documents for government grants, loans, or planning advances.
8. Appearing before regulatory agencies or courts as an expert witness in any litigation with third parties or condemnation proceedings arising from the development or construction of the Project, including the preparation of engineering data and reports for assistance to the City.
9. The scope of services does not include meetings or attendance at City Council, except as described above.

10. Providing professional services associated with the discovery of any hazardous waste or materials in the project site.
11. Logistics associated with hosting the public meetings. CF's involvement is defined in the sections above. Mailers, website development, public signage placement, and other outreach efforts are not included in this scope.
12. Traffic signal design is not included in this scope of services.
13. Dry utility design is not included in this contract other than those specified in the illumination/ photometric analysis section.
14. ROW and Easement acquisitions are to be handled by the City of Pflugerville. Additional services are required if CF is to provide services in this area.
15. It is assumed that TCEQ permitting is not required for this project. Due to the project limits being located within the Transition Zone of the Edwards Aquifer, and the runoff draining away from the Edwards Aquifer Recharge Zone, based on the TCEQ flowchart, WPAP and SCS permitting is not required by the TCEQ.
16. It is assumed the CLOMR and LOMR applications are not required on this project.
17. It is assumed that detention pond or regional storm water management is not required in this project.
18. Water Quality and LID services are only listed in the PER phase.
19. Final design plans beyond Schematic Design level are not included in this scope of services and will be handled after this submittal.
20. This assumes that CobbFendley will share design information with aci consulting, Altura Solutions, Arias Geotechnical, Design Workshop, and American Structurepoint as needed.
21. This proposal does not include any design of consulting services for structural engineering. If it is determined during the PER that structural engineering services are needed, then it will be negotiated during the final design phase.

Hourly Breakdown



2021 Standard Rate Schedule

Senior Engineer V or Principal	\$299.00/HR
Senior Engineer IV or Project Manager V	\$278.00/HR
Senior Engineer III or Project Manager IV	\$242.00/HR
Senior Engineer II or Project Manager III	\$227.00/HR
Senior Engineer I or Project Manager II	\$201.00/HR
Engineer III or Project Manager I	\$175.00/HR
Engineer II	\$155.00/HR
Engineer I	\$129.00/HR
Graduate Engineer II.....	\$118.00/HR
Graduate Engineer.....	\$108.00/HR
Project Coordinator.....	\$98.00/HR
Senior Technician III (GIS, Telecom, Utility, CAD, Field).....	\$170.00/HR
Senior Technician II (GIS, Telecom, Utility, CAD, Field).....	\$149.00/HR
Senior Technician I (GIS, Telecom, Utility, CAD, Field).....	\$129.00/HR
Technician III (GIS, Telecom, Utility, CAD, Field).....	\$103.00/HR
Technician II (GIS, Telecom, Utility, CAD, Field).....	\$84.00/HR
Technician I (GIS, Telecom, Utility, CAD, Field).....	\$62.00/HR
Licensed State Land Surveyor	\$242.00/HR
Senior Registered Professional Land Surveyor.....	\$216.00/HR
Registered Professional Land Surveyor.....	\$175.00/HR
Project Surveyor.	\$155.00/HR
Certified Photogrammetrist.	\$205.00/HR
4 Person Survey Crew.....	\$196.00/HR
3 Person Survey Crew.....	\$175.00/HR
2 Person Survey Crew.....	\$149.00/HR
1 Person Survey Crew.....	\$108.00/HR
2 Person Hy-Drone Crew.....	\$350.00/HR
2 Person UAV Drone Crew.....	\$242.00/HR
Construction Manager III.....	\$288.00/HR
Construction Manager II.....	\$237.00/HR
Construction Manager I.....	\$191.00/HR
Construction Observer III.....	\$160.00/HR
Construction Observer II.....	\$134.00/HR
Construction Observer I.....	\$113.00/HR
Sr. Right-of-Way Agent III or ROW Project Manager III.....	\$250.00/HR
Sr. Right-of-Way Agent II or ROW Project Manager II.....	\$200.00/HR
Sr. Right-of-Way Agent I or ROW Project Manager I.....	\$180.00/HR
Right-of-Way Agent III or ROW Attorney.....	\$160.00/HR
Right-of-Way Agent II.....	\$140.00/HR
Right-of-Way Agent I.....	\$110.00/HR

(Continued)

Right-of-Way Technician.....	\$100.00/HR
Administrative	\$108.00/HR
Clerical.....	\$82.00/HR
Field Data Device	\$40.00/HR/unit

SUBSURFACE UTILITY ENGINEERING

Two-Man Designating Crew (4-Hour Minimum)	\$175/HR
One-Man Designating Crew (4-Hour Minimum)	\$113/HR
Vacuum Excavation Truck with 2 Technicians (Vac 6000) (4-Hour Minimum).....	\$325/HR
Vacuum Excavation Truck with 2 Technicians (Vac 3000 & 4000) (4-Hour Minimum).....	\$304/HR
Ground Penetrating Radar with 1 Technician (4-Hour Minimum)	\$268/HR
Traffic Control Officer.....	@ Cost + 10%
Traffic Control (Lane Closures, etc.)	To Be Negotiated
Permits (Local, State, etc.).....	@ Cost + 10%
Designation, Location & Traffic Control Vehicles.....	\$6.50/Mile

REIMBURSABLE EXPENSES

Technology Fee (*)	\$3.75/HR
Consultant or Specialty Contractor (Outside Firm)	@ Cost + 5%
Courier, Special Equipment Rental	@ Cost + 10%
Reasonable Out of Town Travel Expenses (Air, Hotel, Rental, etc.)	@ Cost
Mileage (Standard Car or Truck).....	IRS Approved Rate
Per Diem for Out of Town Travel (Per Day/Person)	GSA Standard Rate/Day
Title Plant Charges	@ Cost + 10%
Other Misc. Expenses Related to the Project.....	@ Cost + 10%

In-House Reproduction:

- Copies (Up to 11" x 17").....
- Color Prints (Up to 11" x 17").....
- Color Prints (Larger than 11" x 17")
- Bluelines (All Sizes)
- Bond Prints (All Sizes)
- Mylar Prints
- Vellum Prints

(*) Technology charges added to each billable man-hour.

Subconsultant Proposals

PROJECT DESCRIPTION

The Main Street improvements will be from Railroad Avenue to Old Austin Hutto Road in Pflugerville, Texas. In 2020, the Pflugerville citizens voted on a Transportation Bond that included fees for preliminary engineering and design in accordance with the Pflugerville Downtown Action Plan. The project provides for design for a future two lane urban roadway from Railroad Avenue to Old Austin Hutto Road (~appx. 3,400 feet). Includes right-of-way acquisition, intersection design at Railroad Avenue, FM685 and Old Austin Hutto Road, for future improvements, and utility relocation. Construction of improvements not included in the \$2.2m that was approved in the bond.

DW's scope may, but not necessarily include or be limited to back of curb improvements, including street lighting, sidewalks, decorative pavement, landscaping, wayfinding, art, and gateway improvements. The PER is only included in the initial phase. Design documentation will follow at a later time.

SCOPE OF SERVICES

The following narrative describes a comprehensive list of services required to prepare a Preliminary Engineering Report for the street. Efficiently organizing the work will be essential to completing the project in a timely fashion. While the following narrative is organized in a linear manner, many of the sub-tasks may proceed in a parallel or concurrent fashion.

The scope of work to be performed by Design Workshop (DW) in connection with this agreement is as follows:

PHASE ONE: PER (PRELIMINARY ENGINEERING REPORT)

TASK 1.1 PROJECT START-UP

The general objective for this phase of the work is to develop a thorough understanding of the work that has been completed to date, become familiar with the site, and develop a preliminary understanding of the development program.

The specific tasks to be completed are as follows:

1. Review pertinent codes which may impact the site development concepts.
2. Meet with the City and consultant team to review/develop project goals, design criteria and site program.
3. Obtain understanding of target site improvement budget with the client.
4. Review the geotechnical report and topographic survey.
5. Visit the site to become familiar with the site conditions such as views, and context surrounding the site. Field-verify survey information, including the limits of existing improvements (assumed this will occur at kickoff meeting).
6. Attend one (1) Kickoff meeting.

The following products will be prepared/delivered:

1. Statement of understanding of client's budget to which project will be designed.

2. Meeting notes and written documentation from meetings and site visit.

TASK 1.2 PER

- DW will prepare up to ten (10) conceptual cross sections for the Main Street extension for the City to evaluate and determine the most appropriate for submitting to the PER. The street crosses through various different ecological and urban conditions and the back of curb condition will likely not be exactly the same the entire length of the street.
- DW will work with Cobb Fendley (CF) to help draft the PER documents. DW will provide narrative and typical section(s) for the back of curb improvements. It is understood that DW's PER contribution will be inserted into the official PER document that CF is preparing.
- DW will create a conceptual illustrative plan for the streetscape improvements, which will inform the street sections for the PER.

The specific tasks to be completed are as follows:

1. Prepare up to ten (10) cross sections.
2. PER document as described above.
3. Attend up to four (4) one hour bi-weekly meetings with the design team via web call.

The following products will be prepared/delivered:

1. Cross sections
2. PER narrative
3. Illustrative concept plan

OPTIONAL TASK: COMMUNITY MEETING FOR PER

TASK A.1 COMMUNITY ENGAGEMENT MEETING FOR PER

DW will plan for and execute a community meeting for the Main Street Extension PER effort.

The specific tasks to be completed are as follows:

1. Direct which visuals need to be created.
2. Execute the community meeting.

The following products will be prepared/delivered:

1. Graphics for the community meeting related to landscape architecture.

INITIAL INFORMATION

Cobb Fendley shall provide the following information or services as required for performance of its services. Design Workshop assumes no responsibility for the accuracy of such information or services provided by client and shall not be liable for errors or omissions therein, but may rely on the accuracy of the information provided by Client. Should Design Workshop be required to provide services in obtaining or coordinating compilation of this information, such services shall be billed as additional services.

In order to begin services, Design Workshop will require the following information:

1. Topographic field surveys of the property which include but are not limited to the property lines, easements, utilities, structures, buildings, one (1) foot contours intervals, etc.
2. A copy of soils/geology reports.
3. A copy of current architectural, structural, civil engineering, plumbing and electrical engineering, paving, lighting and interiors plans and details.

PROJECT CONDITIONS

1. Client/Client Rep. coordination may need extra time if Design Workshop has to coordinate with multiple stakeholders.
2. In case of water features and swimming pools at grade or over amenity decks, water feature design and engineering services are generally provided by specialty subconsultants which are not included in this proposal.
3. Site improvements including roads, parking areas, curbs and gutters, underground utilities, final grading and connections to the engineering drainage plan are designed and documented by Civil Engineers.
4. Design Workshop uses Autodesk Civil 3D® for design modeling and drawing production. All CAD products shall be provided to Design Workshop in AutoCAD-compatible formats and Design Workshop shall not be responsible for inaccuracies in such base data or lack of coordination of such. Therefore, BIM modeling and drawing production except in Civil 3D is excluded from Design Workshop's scope.
5. Design Workshop does not perform construction administration, but will observe progress and quality of construction, provide interpretations of design documents and advise the Client accordingly. The term "construction administration" if used in the master agreement shall not apply to Design Workshop or its subconsultants.

PROJECT EXCLUSIONS

The following exclusions are not part of Design Workshop's base scope of services and shall be considered Additional Services. Design Workshop will endeavor to solicit approval from the client prior to commencing services however failure to obtain prior approval does not inhibit Design Workshop from being compensated at Design Workshop standard hourly rates for producing the associated work.

1. Revisions to site area or project scope of work
 - a. Design and engineering scope of services required because of changes to the Project including but not limited to changes in size or location of project area, quality and complexity, schedule, program, or budget;
2. Additional Graphic Deliverables
 - a. Alternate Design directions and/or alternate solutions after the completion of the schematic design package;
 - b. Preparation of marketing, fundraising, promotional and collateral material such as renderings, graphics, etc. not listed herein;
 - c. Production of fully-rendered 3D (or physical) model or fly-through;

3. Certifications & Permits
 - a. Services in conjunction with permit submissions, applications, entitlements, and/or presentations to regulatory agencies except as defined herein;
 - b. Coordination and documentation of sustainable design requirements, e.g., LEED, Well Building, Living Building Challenge, or SITES, certification unless contracted;
4. Value Engineering
 - a. Value engineering work due to a change in budget allocation or change in budget after approval/ completion of Documents for the Phase;
 - b. Value engineering work related to delivery of the project by a Construction Manager, GC or other such Contractor of the Owner on a “shared savings” basis;
5. Meetings and Site Visits
 - a. In person, web and site meetings in addition to the number indicated in base scope of services of this agreement;
 - b. Planning for community engagement meetings.
6. Sub-Consultant Services
 - a. Only subconsultants listed herein are part of the scope of services.
 - b. Cost estimating/Opinion of Probable Construction Cost services unless included herein as a base scope of service.

SCHEDULE

Design Workshop is prepared to begin services immediately upon receipt of a signed copy of this proposal from an authorized owner's representative. DW will follow CF's established schedule.

FEES AND EXPENSES

1. BASIC SERVICES

Compensation to Design Workshop for the services described herein and in accordance with the conditions of this agreement shall be for a Time & Materials fee of \$31,500.

The estimated fees are as follows:

Phase One	Preliminary Engineering Report	\$26,000
Optional Task	Community Meeting for PER	\$4,000
<i>Estimated Reimbursables</i>		<i>\$1,500</i>
Total Professional Fees (labor only)		\$31,500 (including reimbursables)

2. REIMBURSABLE EXPENSES

Reimbursable Expenses are listed above. Reimbursable expenses incurred by Design Workshop and consultants directly related to the project such as, but not limited to, travel, photography, telephone charges, video conference charges, and printing expenses shall be billed at Design Workshop's cost plus fifteen percent (15%).

3. ADDITIONAL SERVICES

Services in addition to those described above are to be compensated on a Time and Materials basis per Design Workshop's current published rate schedule. Additional services will include (but are not limited to) redesign of previously approved work, major revisions to program and/or expansion of scope of services. Whenever practical, changes, additions, or modifications to the scope of services shall be authorized by written change request; however, the absence of such a written change order shall not act as a bar to payment of fees due Design Workshop, provided the change was in fact approved and ordered by the Client.

PAYMENT TERMS

1. This is a Time & Materials contract and will be billed monthly based on the number of hours completed for each phase of the work.
2. Invoices will be mailed from Design Workshop's office by the 10th of each month. Invoices are payable per Cobb Fendley contract provisions. Invoicing shall be specific to each major task and will describe the completed portion of the services.
3. Extensive itemized breakdowns of hourly activities or provision of detailed backup for reimbursed expenses for accounting purposes are not a normal procedure; however, at the Client's request, Design Workshop will provide this service at an hourly rate of \$65 (sixty-five dollars) per hour.

ACCEPTANCE

1. This Agreement is entered into between Design Workshop, Inc. and Cobb Fendley, owner or reputed owner of the property to be benefited by Design Workshop's services.
2. If this contract meets with your approval, please sign below and return one (1) copy for our file.

3. If this agreement is not accepted within two (2) months from the date of receipt, the offer to perform the described services may be withdrawn and Design Workshop may renegotiate this proposal.

DESIGN WORKSHOP, INC.

By: _____ Date: _____

Title: _____

APPROVED BY CLIENT:

By: _____ Date: _____

Title: _____

Main Street Pflugerville (revised)

PHASE A: PER

Task A.1: Project Startup

	Principal Hempel Billable Rate	Project Manager Billable Rate	PLA 1 Billable Rate	OPA Generic Billable Rate	
	200	150	100	100	
Total for Design Workshop					
\$4,200.00					
Deliverable 1.0: Project initiation (code review, geotech, topo)					
Hours	1	4	6		
Fee	\$200.00	\$600.00	\$600.00	\$0.00	\$1,400.00
Deliverable 1.1: Client Kickoff/site visit					
Hours	4	4			
Fee	\$800.00	\$600.00	\$0.00	\$0.00	\$1,400.00
Deliverable 1.2: Meeting followup					
Hours	1	2	1		
Fee	\$200.00	\$300.00	\$100.00	\$0.00	\$600.00
Deliverable 1.3: Project management					
Hours	1	2	1	2	
Fee	\$200.00	\$300.00	\$100.00	\$200.00	\$800.00
Total Hours	7	12	8	2	
Number of weeks for Task	2	2	2	2	
Average hours per week	3.5	6	4	1	

Task A.2: PER

\$21,800.00					
Deliverable 2.0: Cross sections (up to 10)					
Hours	8	16	40		
Fee	1600	2400	4000	0	\$8,000.00
Deliverable 2.1: PER coordination and narrative					
Hours	1	6	6		
Fee	600	1200	1600	0	\$3,400.00
Deliverable 2.2: Bi-weekly team meetings x 4					
Hours	4	8	2		
Fee	600	1800	200	0	\$2,600.00
Deliverable 2.3: Project management					
Hours		12		4	
Fee	0	1800	0	400	\$2,200.00
Deliverable 2.4: Illustratives					
Hours	2	8	40		
Fee	400	1200	4000	0	\$5,600.00
Total Hours	16	56	98	4	
Number of weeks for Task	12	12	12	12	
Average hours per week	1.333333333	4.666666667	8.166666667	0.333333333	

Project Total = \$26,000.00

TASK 1.1 TOTALS

\$4,200.00

Deliverable 1.0		Total Hours	11
		Total Fee	\$1,400.00
Deliverable 1.1		Total Hours	8
		Total Fee	\$1,400.00
Deliverable 1.2		Total Hours	4
		Total Fee	\$600.00
Deliverable 1.3		Total Hours	6
		Total Fee	\$800.00
Total Hours			29
Total Fee			\$4,200.00

TASK 1.2 TOTALS

\$21,800.00

Deliverable 2.0		Total Hours	64
		Total Fee	\$8,000.00
Deliverable 2.1		Total Hours	27
		Total Fee	\$3,400.00
Deliverable 2.2		Total Hours	17
		Total Fee	\$2,600.00
Deliverable 2.3		Total Hours	16
		Total Fee	\$2,200.00
Deliverable 2.3		Total Hours	50
		Total Fee	\$5,600.00
Total Hours			124
Total Fee			\$21,800.00



Contract Proposal 36-21-086

Proposal For	From	14 June 2021
Stanley Fees Cobb, Fendley & Associates, Inc. 320 Barnes Drive Suite 106 San Marcos, Texas 78666 P: (512) 834-9798 F: (512) 834-9553	Principal Investigator Joey O'Keefe	
	Project Title	
	CoP Main Street Improvements Project	

Project Description

aci consulting, a division of aci group, LLC is pleased to provide the following scope of services for the City of Pflugerville (CoP) Main Street Improvements Project in Travis County, Texas.

Scope of Services

aci consulting will execute the following task under this scope of work for the 0.65-mile long Main Street Improvements project from Railroad Avenue to Old Austin Hutto Road in Pflugerville, Texas. The task is mutually dependent and scoped accordingly.

Task 1: Desktop Review

aci consulting will conduct a desktop review of an alignment corridor provided by CobbFendley. The desktop review will include dataset reviews of: potential jurisdictional waters/wetlands, endangered species, hazardous materials, and cultural resources. The findings of the review will be compiled into a memorandum report and provided to CobbFendley. aci consulting will also provide CobbFendley any pertinent constraints located in digital format (GIS shapefile or Google Earth KMZ) so that CobbFendley can incorporate the locations into their preliminary route development.

Cost of Task 1: \$6,500.00

Fee and Structure		Amount
Task 1: Desktop Analysis	Fixed Fee	6,580.00
	Fee Total \$	6,580.00

Terms and Conditions

PROFESSIONAL SERVICES AGREEMENT

This is an Agreement between aci consulting, a division of aci group, LLC with its principal office located at 1001 Mopac Circle, Austin, Texas 78746-6804 ("aci") and CobbFendley, 320 Barnes Drive, Sute 106, San Marcos Texas 87666 ("Client").



RECITALS

aci and CobbFendley wish to enter into an Agreement (Contract # 36-21-086) in which aci will furnish certain professional services (“Services”) in connection with the CoP Main Street Improvements Project in Travis County, Texas (“Project”).

NOW, THEREFORE, in consideration of the mutual agreements set forth in the Agreement Documents, the parties agree as follows:

ARTICLE 1. SCOPE OF WORK

aci shall provide services, all materials, labor, and/or supplies for the tasks and shall carry out all obligations, duties and responsibilities imposed on aci by this Agreement (the “Work”).

aci shall furnish to Client upon completion of the Work one legible copy each of all laboratory, field or other notes, log book pages, technical data, computations, designs and other instruments of service prepared under the terms of this Agreement.

aci agrees that its Scope of Work is exclusive to Client for this Project, and will not separately solicit or accept any assignment from Owner directly related to the Project during the term of the Agreement without Client's written approval.

aci will maintain files containing all deliverable documentation including calculations, assumptions, interpretations of regulations, sources of information, and other raw data required in the performance of this Agreement.

Client shall provide aci with existing plans, maps, studies, reports, field notes, and other data in its possession relative to the Project at no cost to aci; however, any and all such information shall remain the property of Client.

ARTICLE 2. AGREEMENT PRICE

Client shall pay to aci for the Work and aci shall accept as full compensation the lump sum amount of \$6,580.00 (“Agreement Price”) as set forth in the attached Scope of Work.

ARTICLE 3. SCHEDULE

aci guarantees that it can and shall perform and complete the Work in accordance with the Scope of Services attached hereto. aci acknowledges that the timely performance of the Work is essential to the timely completion of the Project. aci shall commence Work upon written notice to proceed by Client.

ARTICLE 4. AGREEMENT DOCUMENTS

The Agreement Documents identified below comprise the entire agreement between Client and aci (“Agreement” or “Agreement Documents.”): Agreement Documents: Agreement, Agreed Exceptions, Change Orders, applicable Field Purchase Orders, documents and data furnished by aci after the Effective Date that are approved and accepted in writing by Client.

ARTICLE 5. PERFORMANCE OF THE WORK

5.1 SCHEDULING THE WORK. aci shall begin performance of the Work when Notified by Client to proceed, and shall abide by each Schedule as established by Client. aci shall cooperate with Client in scheduling and performing aci's



Work to avoid conflict, delay in or interference with the work of Client, other subcontractors, or Owner. aci shall coordinate its activities with Client and other subcontractors so as to promote the general progress of the entire Project.

5.2 TIMELINESS. aci shall perform the Work in a prompt, efficient, safe, and diligent manner.

5.3 SUBCONTRACTS. aci may subcontract any Work, or use a third party or broker to furnish any labor for the Work. aci shall be solely responsible for the engagement and management of its Subcontractors in the performance of the Work, for the performance of Work by its Subcontractors, and for all acts or omissions of Subcontractors.

5.4 SITE CONDITIONS. aci shall have the sole responsibility to satisfy itself concerning the nature and location of the Work, the Site, and the general and local conditions.

5.5 COMPLIANCE WITH LAWS. aci shall fully comply with all Laws applicable to aci and to the Work.

5.6 TAXES, PERMITS AND LICENSES. Except as otherwise provided in the Agreement Documents, aci shall obtain and pay for all required licenses, certificates, permits, fees, and inspections necessary to perform the Work. Except as otherwise provided herein, the Agreement Price includes all taxes, licenses, certificates, permits, inspections, and fees of every nature which may be imposed on aci or on the materials, labor, construction equipment, tools or other goods or services used or consumed in the performance of the Work or upon the transaction between Client and aci.

5.7 CHANGE ORDERS. "Change" shall mean an addition, deletion or revision in the Work. "Change Order" shall mean an agreement in writing entered into after the execution of this Agreement and pursuant to the Agreement Documents, signed by Client and aci, authorizing and approving a Change, adjustments in the Agreement Price or Schedule, adjustments in guarantees and warranties or in scheduling or other matters which change the Agreement.

A Change Order may be requested by either Client or aci in accordance with the terms of this Section. Agreement by both parties to any Change Order request shall constitute a final settlement of all matters arising out of or relating to the Change, including all direct and indirect costs related to such Change and all adjustments to the Agreement Price and Schedule. Except for Changes approved by Change Order, aci hereby waives all rights to and releases Client from, any claim of additional compensation or any extension of time to the Schedule and all other change to the Agreement Documents.

ARTICLE 6. PAYMENT

6.1 PAYMENT. Payment(s) will be made within 30 days of receipt of acceptable invoice for the rendition of services or as provided on an acceptable Field Purchase Order. You agree to pay, without further demand, the amount due on this monthly statement or invoice promptly upon receipt, which amount is due and payable at our office in Austin, Texas. After thirty days, unpaid balances accrue interest at the rate of 12% per annum, compounded monthly, but not at a rate higher than allowed by law. If you have any objection to any monthly statement or invoice, you agree to make that specific objection to us within twenty-one (21) days following the date of that monthly statement or invoice. If you do not make any objection to a monthly statement or invoice within this twenty-one (21) day period, you agree that you have received, accepted, and approved that monthly statement or invoice without objection.

In the event that Client fails to make a timely payment to aci, aci may, after ten (10) days written notice to Client cease performing any further Services for the Project. In the event that aci ceases to perform Services under this section, the schedule for completion shall not be suspended for the period of non-payment. Further, aci shall not be responsible for any damages, losses, costs or liabilities, including consequential damages resulting directly or indirectly from aci ceasing



to perform Services under this section.

If aci withdraws from its representation of Client, Client will still be responsible for all fees and costs that aci has incurred on Client's behalf, advanced to Client, or billed to Client prior to the date of aci's withdrawal.

ARTICLE 7. MISCELLANEOUS PROVISIONS

7.1 INDEPENDENT CONTRACTOR. aci and its Subcontractors shall be independent contractors with respect to the Work, and neither aci nor its Subcontractors, nor any person employed by any of them shall be deemed to be Client's employees, servants, or agents in any respect. Nothing in this Agreement shall be construed as creating a joint venture or partnership between Client and aci.

7.2 PASSAGE OF TITLE. Title to the Work shall pass to Client at the time of payment; provided, however, that aci shall retain the copyrights to all work products created by aci.

7.3 ASSIGNMENT. aci may neither assign this Agreement, in whole or in part, nor any money payable under this Agreement without Client's prior written consent. Client reserves the right to assign this Agreement at any time at its sole discretion; provided, however, that Client's assignment of this Agreement will not release Client's obligations to pay aci for any fees under this Agreement.

7.4 NON-SOLICITATION. During the Term of this Agreement and for a one (1) year period after the date of expiration or termination of this Agreement, Client and its affiliates shall not directly or indirectly solicit or directly or indirectly employ or engage (as an employee, independent contractor or otherwise) any employee, contract employee or subcontractor of aci without the prior written consent of aci. For purposes of this section, the term "Affiliate" shall include any parent, subsidiary, or sister entities to Client, partnership or joint venture in which Client is part of, any successor-in-interest, any person holding more than a ten percent ownership interest in Client, or any other entity contracting with Client with respect to the Work. The term "Indirectly employ" shall include, but not be limited to, Client or its Affiliates contracting with, or receiving services from another provider working on the Work who employs or contracts with any person who was employed or contracted with aci within the previous year. This provision shall only apply to those employees, contract employees and subcontractors to aci who performed Services for, or had material contact with Client and its Affiliates, during the Term of this Agreement. The parties agree that this section should be liberally construed to protect the interests of aci. The parties further agree that damages may not adequately compensate aci for a breach of this section and that aci shall be entitled to injunctive relief and specific performance in addition to all other remedies available in law or equity.

7.5 GOVERNING LAW. This Agreement shall be governed by, and construed and enforced in accordance with, the laws in effect in the State of Texas.

7.6 SEVERABILITY. If any provision, or any part thereof, of this Agreement is found by any court or governmental agency of competent jurisdiction to be invalid or unenforceable for any reason whatsoever, such invalidity or unenforceability shall not affect the remainder of such provision or any other provision hereof which shall remain in full force and effect.

7.7 CLIENT REPRESENTATIONS. Client understands and agrees that aci will not be responsible for the result of any incomplete or inaccurate representations or information that Client makes to aci.

7.8 ATTORNEY'S FEES. If either party to this agreement fails to fulfill any of the terms of this agreement, the



prevailing party in any litigation to recover for such failure will be entitled to all collection fees, costs, disbursements and reasonable attorneys' fees, in addition to the above fees and expenses due to aci for its representation of Client.

7.9 ENTIRE AGREEMENT AND MODIFICATION. This Agreement is the entire agreement of the parties relating the subject matter of this agreement and supersedes any prior understandings or written or oral agreements or representations between the parties regarding the subject matter of this agreement. The parties may not modify, discharge, or change this agreement in any respect except by a further agreement in writing that both parties sign. However, any consent, waiver, approval, or authorization shall be effective if the party granting or making such consent, waiver, approval, or authorization signs it.

7.10 USE OF CLIENT'S NAME. Client hereby authorizes aci to use Client's name for the purpose of providing a list of representative clients to prospective clients.

7.11 EFFECTIVE DATE. This Agreement shall become effective on the date that Client executes this Agreement and delivers the executed Agreement to aci.

If you find these terms and conditions acceptable, please sign both originals, return one to aci consulting, and keep one for your records.

Authorization and Acceptance (Acknowledgement of Concurrence with the foregoing)

Joey O'Keefe
Principal Investigator

Stanley Fees
P.E., CFM, LGPP

Date

Travis County, Texas
 CoP Road Improvements Project PER
 for Cobb, Fendley & Associates, Inc.
 aci consulting
 Base Services Manhour and Fee Estimate

Task												Fee			
	Supervisory Scientist V	Professional Scientist VI	Project Manager	Principal Investigator	Professional Scientist III	Project Archeologist I	Professional Scientist II	Archeological Technician I	Professional Scientist I	GIS Technician II	Admin II	Total	ACI	Direct Expense	Task Total
	\$167.16	\$128.73	\$120.23	\$120.23	\$115.00	\$93.00	\$89.48	\$82.50	\$75.35	\$73.78	\$58.09				
Task 1: PER															
Background Research					10	10		10	10			40	\$ 3,658.50	\$ -	\$ 3,658.50
Data collections and Report Preparation				4	10	10						24	\$ 2,560.92	\$ -	\$ 2,560.92
Technical Review and Addressing Comments				3								3	\$ 360.69	\$ -	\$ 360.69
Total				\$ 841.61	\$ 2,300.00	\$ 1,860.00		\$ 825.00	\$ 753.50			64	\$ 6,580	\$ -	\$ 6,580



American Structurepoint Scope of Services

July 12, 2021

PROJECT MANAGEMENT AND ADMINISTRATION

1. Coordinate with prime consultant

- a. Document phone calls and conference calls as required during the project to coordinate the work for various team members.
- b. Coordinate with prime consultants and share files/deliverables.

2. QA/QC

The Engineer shall provide peer review at all levels. For each deliverable, the Engineer shall provide internal review redlines and comment resolution documentation.

ILLUMINATION

1. Illumination Layout

The Engineer shall develop a preliminary illumination layout showing pole locations for the preliminary engineering report (PER). The analysis will be consistent with ASHTO's Roadway Lighting Design Guide, and both City of Pflugerville and TxDOT requirements.

2. Illumination Design for Preliminary Engineering Report

- a. Photometric Analysis – Prepare 2D Photometric Analysis with Visual Lighting 2017 software or equivalent at *Pecan Street & Weiss Lane/Proposed Cameron Road* in Pflugerville, TX to meet AASHTO Roadway Lighting Design Guide Illuminance Method for safety lighting within the project limits.
- b. Deliverables:
 - i. Photometric analysis output exhibit.
 - ii. Preliminary Engineer's Opinion of Probable Construction Costs (OPCC).
 - iii. Preliminary Engineering Report Illumination Section Draft (1-PDF, 1-DOC)
 - iv. Preliminary Engineering Report Illumination Section Final (1-PDF, 1-DOC)

ESTIMATED FEE SUMMARY
City of Pflugerville
Main Street Improvements - Illumination

Task	Sheets	Principal	QA/QC	PM	Sr Proj Eng	Proj Eng	Sr Tech	Tech	EIT	Total Hours	Total Labor
		\$250.00	\$240.00	\$190.00	\$180.00	\$140.00	\$135.00	\$95.00	\$110.00		
PRELIMINARY ENGINEERING REPORT											
PROJECT MANAGEMENT AND ADMINISTRATION		2	20	4	0	0	0	0	0	26	\$ 6,060.00
1. Coordinate with prime consultant		2		4						6	\$ 1,260.00
2. QA/QC			20							20	\$ 4,800.00
ILLUMINATION		0	0	16	0	54	0	0	58	128	\$ 16,980.00
1. Illumination Layout and PER write-up				8		30			50	88	\$ 11,220.00
2. Illumination Quantities/Preliminary OPCC				4		8			8	20	\$ 2,760.00
3. Photometric Analysis				4		16				20	\$ 3,000.00
Total ASI Direct Labor Hours		2	20	20	0	54	0	0	58	154	
Percent of Total Hours		1.3%	13.0%	13.0%	0.0%	35.1%	0.0%	0.0%	37.7%	1	
Total ASI Direct Labor (PER) Cost											\$ 23,040.00
TOTAL PROJECT COST											\$ 23,040.00



13581 Pond Springs Road, Suite 210, Austin, Texas 78729 • Phone: (512) 428-5550 • Fax: (512) 428-5525

July 12, 2021
Arias Project No. 2021-677

VIA Email: SFees@cobbfendley.com

Mr. Stanley Fees, P.E., CFM, LGPP
Cobb Fendley & Associates, Inc.
505 E. Huntland Drive, Suite 100
Austin, Texas 78752

RE: Proposal for Geotechnical Engineering Services
Pflugerville Main Street
Pflugerville, Texas

Dear Mr. Fees,

Arias & Associates, Inc. (Arias) is pleased to provide this proposal for geotechnical engineering services for the above referenced project. Our understanding of the project is based on the information provided by you, including a map of the alignment and the requested field investigation. The following sections present our understanding of the project, proposed scope of services, fee compensation requirements, and schedule.

Project Information

The project will include roadway design with storm sewer and a bridge over Gilleland Creek in Pflugerville, Texas. The project consists of new construction of approximately 2,400 linear feet of two-lane roadway from Railroad Avenue to FM 685, approximately 1,000 linear feet of two-lane roadway from FM 685 to Old Austin Hutto Road, and a single span bridge over Gilleland Creek. Right-of-way acquisition, intersection design at Railroad Avenue, FM 685 and Old Austin Hutto Road, and utility relocation are also anticipated. If any the above information is not correct, we should be notified immediately in order to revise our proposal and the depth of the planned borings as necessary.

Proposed Investigation

The proposed alignment is mapped as being underlain by Austin Group (Kau) limestone along the alignment. A Geologic map and a Preliminary Boring Layout are presented on attached Exhibit A. Based on our understanding of the planned construction, we propose the following drilling scope.

Borings	Boring depth, ft	No. of Borings	Footage (ft)
Roadway	15	4	60
Proposed Bridge	30	2	60
Total Drilling Footage			120

The borings will be drilled using a truck-mounted rig in areas clear of brush, heavy vegetation, and underground and overhead utilities. Arias personnel will mark the boring locations and will notify Texas One-Call at 72 hours prior to drilling. It is important to mention that the Texas One-Call system only clears public utilities. Arias requests Cobb Fendley & Associates, Inc. to provide maps of existing private utilities prior to our site mobilization. Arias will not be responsible for damaged private utilities not informed to us. Borings on Railroad Avenue and Old Austin Hutto Road may require traffic control and ROW permit from the City of Pflugerville.

The borings will be advanced using augering and sampling techniques. Arias personnel will locate the borings, direct the sampling efforts, and visually classify recovered samples. Soils will be sampled by either pushing a thin-walled tube (ASTM D1587) of cohesive soils, or split barrel sampler while performing the Standard Penetration Test (ASTM D1586) for cohesionless (sandy) soils. Continuous core sampling of the limestone stratum (ASTM D2113) will be performed where competent limestone is encountered.

If groundwater is encountered, the groundwater levels within the open borehole will be recorded at the time of drilling and immediately following drilling. The boreholes will be backfilled with a mixture of cuttings generated by drilling operations and bentonite pellets after completion of drilling. Excess soil cuttings will be dispersed in the area adjacent to the borings. No other site or crop restoration measures, in addition to backfilling the boreholes, are included in this proposal.

Laboratory testing will be performed on recovered samples selected by the geotechnical engineer to aid in soil classification and to measure engineering properties. Laboratory testing is expected to include moisture content, Atterberg limits, fines content (percent passing the No. 200 sieve), unconfined compression strength testing, controlled pressure swell, hydrometer analysis, and sulfate testing. The actual laboratory program will depend upon the type of soils encountered.

Reporting

We propose to issue the findings and recommendations in two reports: the Geotechnical Data Report (GDR) including all field and laboratory data collected for the project; and the Geotechnical Design Memorandum (GDM) which will include results of analyses and recommendations for pavement thickness design, and structure foundation recommendations. We will issue electronic copies of our formal engineering report(s) prepared by a licensed professional engineer in the State of Texas.

The **Geotechnical Data Report (GDR)** will include:

- Description of the field exploration program;
- Description of the laboratory testing program;
- Soil boring plan that depicts borehole locations on a base map provided by Client;
- Soil boring logs with soil classifications based on the Unified Soil Classification System (ASTM D2487);
- Generalized site stratigraphy and engineering properties developed from field and laboratory data at the explored locations; and
- Depth to groundwater, if encountered, and potential impact on construction.

We will also provide a **Geotechnical Design Memorandum (GDM)** under separate cover from the GDR, using traffic design load information provided by others. The GDM will include:

- Flexible pavement thickness design recommendations, for up to three pavement section alternatives, using the 1993 AASHTO design methodology, with each alternative checked using FPS-21, or as recommended by Pavement Design Criteria Manual and Geotechnical Roadway Report;
- Recommendations for bridge foundation design and construction including allowable bearing pressure, equivalent fluid pressures, and provisions for backfilling; and
- General recommendations for roadway earthwork and excavation conditions.

Our report will not include global stability evaluations for site slopes, retaining walls and bridge structures. We would be pleased to provide a revised proposal to include these services if desired and project conditions dictate.

Please be advised that Arias & Associates, Inc. performs Construction Materials Engineering and Testing (CoMET) per project requirements. We will be pleased to provide a separate proposal for construction materials testing at your request.

Proposed Fee

We propose that the fee to perform the above outline preliminary scope of services on a time and materials basis not to exceed (NTE) **\$16,924.00**. A Geotechnical Cost Breakdown is presented on the attached Exhibit B. Please note that for invoicing purposes the estimated quantities in the Geotechnical Cost Breakdown may vary (increase or decrease), depending on the actual level of effort needed to perform each item, but the NTE amount will remain the same (**\$16,924.00**).

We will invoice on a monthly basis. This proposal is based on the following assumptions about site access:

- Boring locations will be clear and accessible to our truck-mounted drilling equipment. No clearing of vegetation (nor the corresponding permits and fees), trees, brush or debris is included in this proposal;
- The ground at the time of the field investigation should be dry and strong enough to support the weight of the drilling and support vehicles. Otherwise the client will be informed about the need to utilize an all-terrain vehicle to access boring locations;
- We will be provided with maps of existing known public and private utilities, and we will notify Texas 811 at least 72 hours prior to drilling;
- Right of Entry (ROE) to access the boring/piezometer locations will be obtained by others prior to our mobilization; and
- Drilling will be performed during normal working hours (8 am to 5 pm), Monday to Friday. No overtime or weekend working hours are considered.

Schedule

Upon receiving written authorization, and weather, site conditions, and site access permitting, we can perform our field investigation within 2 to 3 weeks. Drilling of the boreholes will take 2 days. Laboratory testing will take 2 to 3 weeks. We anticipate submitting a draft report about 5 to 6 weeks following receipt of written authorization. We will keep you verbally informed of our findings as they become available.

Delays sometime occur due to adverse weather, utility clearance requirements, site clearing requirements for drill rig access, obtaining drilling permits, obtaining Right of Entries and other factors outside of our control. In this event, we will communicate the nature of the delay with you and provide a revised schedule at the earliest possible date.

Proposal Acceptance

We understand that proposal authorization and contract terms will be established per CobbFendley's Subcontract for Professional Services. We will begin work upon receipt of a signed copy of the subcontract. Please attach this proposal to the subcontract and email to nzhang@ariasinc.com. If the client information or billing address is different than the addressee, please include that information as well.

Should you have any questions, please do not hesitate to contact us. The undersigned will manage and perform the work. Thank you for this opportunity.

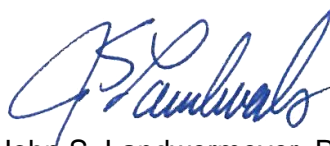
Sincerely,

ARIAS & ASSOCIATES, INC.

TBPE Registration No: F-32



Nan Zhang, Ph.D., P.E.
Project Geotechnical Engineer



John S. Landwermeyer, P.E.
Managing Principal, Austin Operations

Attachments

Exhibit A – Geologic map and Preliminary Boring Location

Exhibit B – Geotechnical Cost Estimate

General Conditions (20140214R1)

Exhibit A-1 Geologic Map

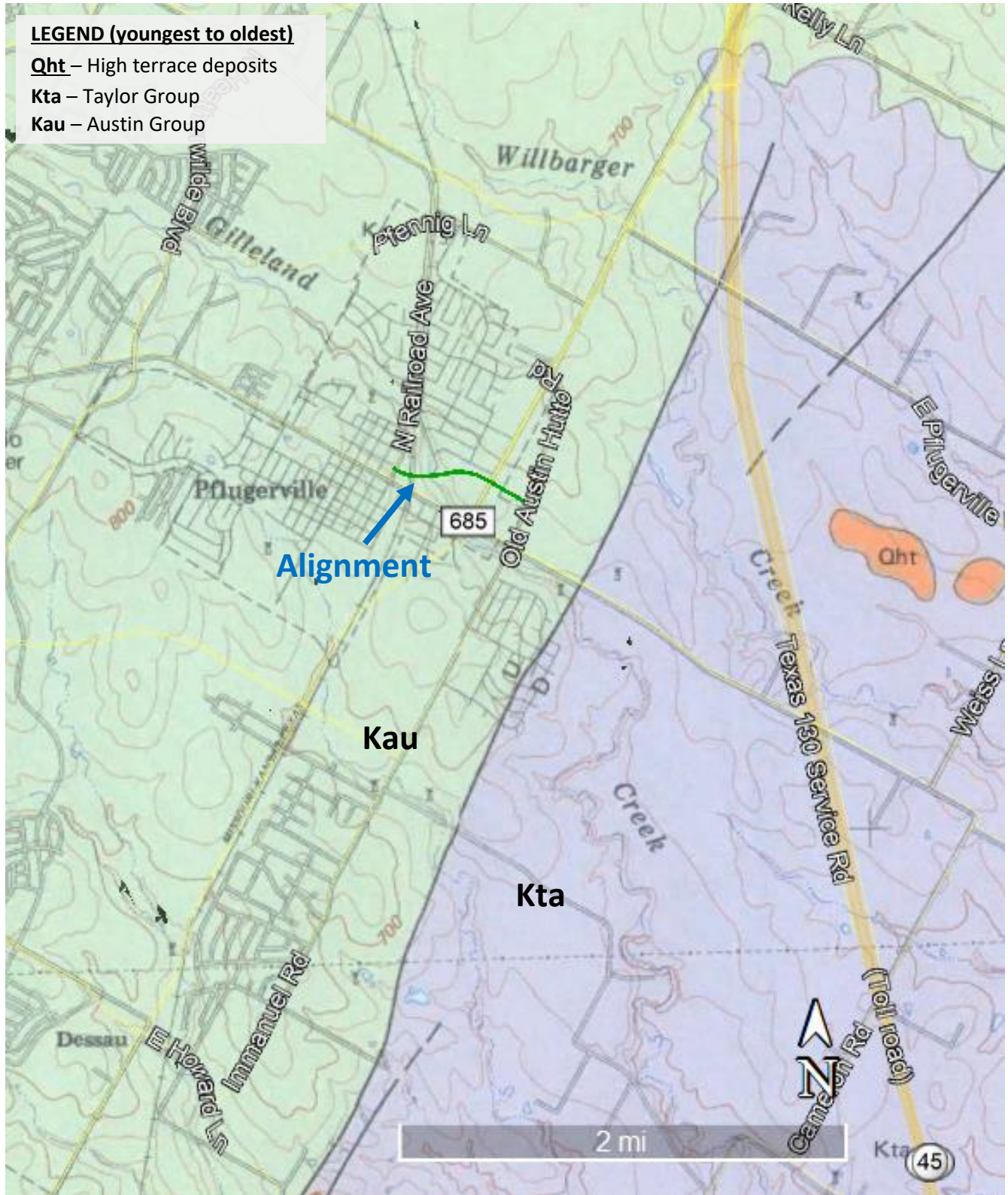


Exhibit A-2 Boring Location Map



Exhibit B - Geotechnical Cost Estimate
Pflugerville Main Street
Pflugerville, Texas



Task	Item Description	Est. Qty.	Unit	Unit Price	Est. Total Price
1 Field Exploration					
1.1 Planning and Coordination					
	Engineering Technician (Staking of Borings, One-Call, Drilling Plan)	4	hr	\$ 75.00	\$ 300.00
	Trip Charge	2	ea	\$ 36.00	\$ 72.00
	ROW permit (estimate)	1	ea	\$ 100.00	\$ 100.00
	Geotechnical Project Manager (Management)	2	hr	\$ 115.00	\$ 230.00
	Principal Engineer	1	hr	\$ 195.00	\$ 195.00
				1.1 Subtotal	\$ 897.00
1.2 Drilling and Sampling					
	Mobilization (Truck drill rig)	1	ea	\$ 550.00	\$ 550.00
	Support Truck (Water truck)	2	ea	\$ 85.00	\$ 170.00
	Air Compressor	2	day	\$ 150.00	\$ 300.00
	Drill Rig Standby Time	1	hr	\$ 175.00	\$ 175.00
	Soil Drilling and Sampling - Up to 50 feet	60	ft	\$ 20.00	\$ 1,200.00
	Rock Coring and Sampling - Up to 50 feet	60	ft	\$ 22.00	\$ 1,320.00
	Texas Cone Penetration Tests	12	ea	\$ 25.00	\$ 300.00
	Backfill holes	120	ft	\$ 5.00	\$ 600.00
	Drill Logger	20	hr	\$ 75.00	\$ 1,500.00
	Trip Charge (Arias - Logger)	2	ea	\$ 36.00	\$ 72.00
				1.2 Subtotal	\$ 6,187.00
1.3 Traffic Control					
	Outside Services (estimate, daytime drilling)	0.5	day	\$ 2,000.00	\$ 1,000.00
	Arias 5% Markup on Outside Services	5%	ls	\$ 1,000.00	\$ 50.00
				1.3 Subtotal	\$ 1,050.00
				Field Exploration TOTAL:	\$ 8,134.00
2 Laboratory Soil Testing					
	Moisture Content (ASTM D2216)	10	ea	\$ 15.00	\$ 150.00
	Atterberg Limits (ASTM D4318)	8	ea	\$ 75.00	\$ 600.00
	Particle Gradation, Including No. 200 sieve (ASTM D422)	8	ea	\$ 75.00	\$ 600.00
	Unconfined Compressive Strength (rock or soil) (ASTM D7012 or D2166)	6	ea	\$ 65.00	\$ 390.00
	Controlled Pressure Swell (ASTM D4546)	2	ea	\$ 150.00	\$ 300.00
	Hydrometer Analysis (ASTM D7928)	1	ea	\$ 200.00	\$ 200.00
	Soluble Sulfate (TEX 145-E)	2	ea	\$ 80.00	\$ 160.00
	Lab Manager	2	hr	\$ 85.00	\$ 170.00
				Laboratory Testing TOTAL:	\$ 2,570.00
3 Engineering and Reporting					
3.1 Geotechnical Data Report (GDR)					
	Principal Engineer	2	hr	\$ 195.00	\$ 390.00
	Geotechnical Project Manager	8	hr	\$ 115.00	\$ 920.00
	Engineer in Training	16	hr	\$ 95.00	\$ 1,520.00
	Data Processing	4	hr	\$ 65.00	\$ 260.00
				3.1 Subtotal	\$ 3,090.00
3.2 Geotechnical Design Memorandum (GDM)					
	Principal Engineer	2	hr	\$ 195.00	\$ 390.00
	Geotechnical Project Manager	10	hr	\$ 115.00	\$ 1,150.00
	Engineer in Training	14	hr	\$ 95.00	\$ 1,330.00
	Data Processing	4	hr	\$ 65.00	\$ 260.00
				3.2 Subtotal	\$ 3,130.00
				Engineering TOTAL:	\$ 6,220.00
Project Total					\$ 16,924.00

Schedule

City of Pflugerville
Main Street Extension
Preliminary Engineering - Draft Schedule
July 13, 2021

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	Resource Names	Qtr 3, 2021	July 2021	October 2021
1		Main Street Improvements	67 days?	Thu 7/29/21	Fri 10/29/21					
2		Preliminary Engineering	67 days?	Thu 7/29/21	Fri 10/29/21					
3		NTP/ Kickoff	1 day	Thu 7/29/21	Thu 7/29/21					
4		Internal Kick off meeting	1 day	Thu 8/5/21	Thu 8/5/21					
5		Data Collection	8.2 wks	Fri 7/30/21	Fri 9/24/21					
6		Data Collection and Review	2 wks	Fri 7/30/21	Thu 8/12/21	3				
7		Site Visits	2 wks	Fri 7/30/21	Thu 8/12/21	3				
8		Right of Entry/Establish Control	2 wks	Fri 7/30/21	Thu 8/12/21	3				
9		ROW & Boundary Survey	3 wks	Fri 7/30/21	Thu 8/19/21	3				
10		Topographic Survey	3 wks	Fri 7/30/21	Thu 8/19/21	3				
11		Landscape, Lighting, Hardscape and Public Art	30 days	Mon 8/16/21	Fri 9/24/21	3				
12		Environmental Services	30 days	Fri 7/30/21	Thu 9/9/21	3				
13		Traffic Analysis	20 days	Fri 7/30/21	Thu 8/26/21	3				
14		Utility Coordination	20 days	Fri 7/30/21	Thu 8/26/21	3				
15		Determine Project Permitting/Design Requirements	20 days	Fri 7/30/21	Thu 8/26/21	3				
16		Construction Cost Estimate	10 days	Mon 8/2/21	Fri 8/13/21					
17		Schematic Design	11.6 wks	Fri 7/30/21	Tue 10/19/21					
18		Design Summary Report	5 days	Fri 7/30/21	Thu 8/5/21	3				
19		H&H Studies	15 days	Fri 7/30/21	Thu 8/19/21	3				
20		Preliminary Bridge Design	5 wks	Fri 7/30/21	Thu 9/2/21	3				
21		Illumination Study	20 days	Fri 7/30/21	Thu 8/26/21	3				
22		Geotech Analysis	20 days	Fri 7/30/21	Thu 8/26/21	3				
23		Traffic Analysis	20 days	Fri 7/30/21	Thu 8/26/21	3				
24		Existing Utility Analysis	20 days	Fri 7/30/21	Thu 8/26/21	3				
25		Develop Draft Roadway Alternatives	2 wks	Fri 9/3/21	Thu 9/16/21	3FS-7 days,18,				
26		Determine Easement/ROW Requirements	3 days	Fri 9/17/21	Tue 9/21/21	25				
27		City of Pflugerville Review Preliminary Alternatives	10 days	Wed 9/22/21	Tue 10/5/21	26				
28		Finalize Roadway Alignment	10 days	Wed 10/6/21	Tue 10/19/21	27				
29		Public Meeting planning meeting	43 days	Thu 7/29/21	Mon 9/27/21					
30		Planning Meeting	1 day	Fri 8/27/21	Fri 8/27/21	3FS+20 days				
31		Identify/secure site	15 days	Thu 7/29/21	Wed 8/18/21					
32		Develop meeting & advertisement materials	20 days	Thu 7/29/21	Wed 8/25/21					
33		City review	10 days	Thu 8/26/21	Wed 9/8/21	32				
34		Finalize meeting materials	8 days	Thu 9/9/21	Mon 9/20/21	33				
35		Finalize Ads	2 days	Thu 9/9/21	Fri 9/10/21	33				
36		Advertise for meeting	2 wks	Mon 9/13/21	Fri 9/24/21	35				

Project: msproj11
Date: Fri 7/16/21

Task		Project Summary		Inactive Milestone		Manual Summary Rollup		Deadline	
Split		External Tasks		Inactive Summary		Manual Summary		Progress	
Milestone		External Milestone		Manual Task		Start-only		Manual Progress	
Summary		Inactive Task		Duration-only		Finish-only			

City of Pflugerville
Main Street Extension
Preliminary Engineering - Draft Schedule
July 13, 2021

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	Resource Names	Qtr 3, 2021	July 2021	October 2021
37		Hold Public Meeting	1 day	Mon 9/27/21	Mon 9/27/21	34,36				
38		PER Deliverable	58 days	Wed 8/11/21	Fri 10/29/21					
39		Draft PER	30 days	Wed 8/11/21	Tue 9/21/21	3,26FF				
40		City review	10 days	Wed 9/22/21	Tue 10/5/21	39				
41		Finalize PER	18 days	Wed 10/6/21	Fri 10/29/21	40				

Project: msproj11
Date: Fri 7/16/21

Task		Project Summary		Inactive Milestone		Manual Summary Rollup		Deadline	
Split		External Tasks		Inactive Summary		Manual Summary		Progress	
Milestone		External Milestone		Manual Task		Start-only		Manual Progress	
Summary		Inactive Task		Duration-only		Finish-only			