

**PROFESSIONAL SERVICES AGREEMENT
FOR
PECAN STREET INTERSECTION IMPROVEMENTS PROJECT**

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

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

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

I. DEFINITIONS

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

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

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

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

II. TERM

2.1 Unless sooner terminated in accordance with the provisions of this Agreement, the term of this Agreement shall commence on February 27, 2019 and terminate on October 2, 2020.

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

III. SCOPE OF SERVICES

Consultant agrees to provide the services described in this Article III entitled Scope of Services in exchange for the compensation described in Article IV. Compensation. Scope of Services are detailed in Attachment A which are incorporated by reference as if written and copied herein.

All work performed by Consultant hereunder shall be performed to the satisfaction of the City Manager. 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 two hundred and thirteen thousand, six hundred and fifty dollars (\$213,650.00) as total compensation, to be paid to Consultant as further detailed in Exhibit 1.

4.2 No additional fees or expenses of Consultant shall be charged by Consultant nor be payable by City. The parties hereby agree that all compensable expenses of Consultant have been provided for in the total payment to Consultant as specified in section 4.1 above. Total payments to Consultant cannot exceed that amount set forth in section 4.1 above, without prior approval and agreement of all parties, evidenced in writing and approved by the 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: Amy Giannini, P.E., CFM
City Engineer
P.O. Box 589
Pflugerville, Texas 78660

If intended for Consultant, to: Mark A. Pacheco, P.E., R.P.L.S.
President
Pacheco Koch Consulting Engineers, Inc.
7557 Rambler Road, Suite 1400
Dallas, Texas 75231
972.235.3031 (Office)
mpacheco@pkce.com

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 "*Pecan Street Intersection Improvements Project*" 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:	1,000,000 per occurrence, 2,000,000 general aggregate	City to be listed as additional insured and provide 30 days' notice of cancellation or material change in coverage
Premises/Operations	Or	
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: CJ Hensch & Associates 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 venturers between City and Consultant. The Parties hereto understand and agree that the City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the Consultant under this Agreement and that the Consultant has no authority to bind the City.

XIII. CONFLICT OF INTEREST

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

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

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

XIV. AMENDMENTS

Except where the terms of this Agreement expressly provide otherwise, any alterations, additions, or deletions to the terms hereof, shall be effected by amendment, in writing, executed by both City and Consultant, and, 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 2270.002) 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**

**PACHECO KOCH
CONSULTINGENGINEERS, INC.**

(Signature)



(Signature)

Printed Name: Sereniah Breland

Printed Name: Mark A. Pacheco, P.E., R.P.L.S.

Title: City Manager

Title: President

Date: _____

Date: 02/19/2019

APPROVED AS TO FORM:

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

Attachment A

PECAN STREET INTERSECTION IMPROVEMENTS PROJECT

Task 1: Pecan Street Corridor Analysis and Traffic Signal Design

This task will include the analysis of Pecan Street from Biltmore to SH 130 southbound service road. The following items will be included in the scope.

1A: CORRIDOR STUDY: Pacheco Koch will perform a study to assess traffic conditions of the corridor from Biltmore to SH 130.

Included in this item:

- Conduct an AM and PM field review of the subject corridor to observe existing traffic conditions in the vicinity of the site.
- Collect classification turning movement counts for peak periods (6AM to 8PM) on a typical weekday and a Saturday at each of the intersections listed below.
 - Pecan Street at Biltmore
 - Pecan Street at Sun Light Near Way
 - Pecan Street at Impact Way
 - Pecan Street at SH 130 southbound service road
 - Pecan Street at SH 130 northbound service road
- Historical traffic volumes will be analyzed to determine a background traffic growth that will be applied to the future year designated by CITY staff. It is currently planned to study 10 years beyond base year.
- Review traffic studies from developments in the area as well as the previous corridor study along Pecan Street within the study area.
- Develop future study year volumes based on historical growth and planned improvements.
- Analyze the existing and future traffic operations during AM, PM and Saturday peak hours and evaluate the corridor operations for the no-build scenario.
- Study median corridor configurations to determine the most effective median opening locations at Sun Light Near Way and Impact Way with a signalized intersection at Biltmore.
- Provide a written memorandum documenting the corridor analysis and proposed operational plan for the interim design. The report recommendations will include proposed turn bay locations and length of storage lane needed for each turn bay. The report findings will be used for the schematic design.

1B: Field Survey

- Establish Survey Control
 - Establish survey control along Pecan street or intersecting streets as necessary. These control points will be established based on and tied to established City horizontal and vertical control points. The horizontal control for each street in the PROJECT will be established on the State Plane Coordinate System (NAD'83 Surface Coordinates) from CITY monumentation. These control points will be established using GPS and conventional surveying methods.
- Benchmark Loop
 - A benchmark circuit will be established, based on the vertical control points provided. These benchmarks will be located outside of the construction limits and put in such a place so that they may be easily found for future use. Benchmarks will be located at about 1,000' intervals. Benchmarks shall be looped in accordance with good surveying practice prior to field surveys.
- Existing Streets, Driveways and Right-of-Way

- Existing streets, driveways and right-of-way will be profiled and cross-sectioned at 50' intervals and to a point at least 20' outside of the Right-of-Way line. Low points, high points and other unique features will be noted. Pavement surfacing will be determined by visual inspection only. Intersecting streets will be profiled and cross-sectioned to a point at least 50' beyond the roadway being replaced.
- Existing Drainage Channels and Drainage Area Verification
 - Existing drainage channels and swales will be profiled and cross sectioned within the immediate vicinity of the PROJECT, 100' upstream and downstream. Low points, high points and any other unique features will be noted. Additional surveying may be necessary to verify the limits of drainage areas.
- Existing Underground and/or Overhead Utilities
 - Utility owner's will be contacted through the Texas811 One-Call Utility Marking System at the beginning of field operations, and requested to assist in locating existing utilities identified for the PROJECT. This includes no more than two trips to located underground utility markings by others (Digtess). Above ground features of existing utilities within the proposed Right-of-Way for the limits of the PROJECT will be field located, including elevations of sanitary and storm sewer manhole flowlines and water valve stems. The location of utilities between above ground features will be determined from visual inspection, utility records, and/or from locations determined by the respective utility companies. The utilities will be tied to the PROJECT control points and depths determined in sufficient detail to identify potential conflicts with proposed construction. The excavation and other costs required to expose or probe the underground utilities will be the responsibility of others.
- Right-of-Way
 - Right-of-Way lines along the PROJECT will be located. This information will be included on the PROJECT's plan sheets.
- Existing Storm Sewers and Culverts
 - The size of existing culverts will be measured and tied along with existing headwalls, channels and aprons. The size, length, and flowline elevation of existing storm sewers will be surveyed. Drainage areas contributing to the PROJECT or conveying water from the PROJECT will be determined through field investigations and available topographic mapping.
- Temporary Signs, Traffic Control, Flags, Safety Equipment, Etc.
 - The Surveyor will exercise care in completing this surveying assignment by using traffic control devices, flags and safety equipment when necessary.

1C: TRAFFIC SIGNAL DESIGN and PAVEMENT MARKING DESIGN SERVICES: Pacheco Koch will provide Traffic Signal Design Services (based on the previous warrant study completed) in accordance with requirements of the approving agency. The signal design will consider the future fourth leg of the intersection and pavement marking plans will be created to modify the existing eastbound markings between Biltmore and Sun Light Near way.

Included in this item:

- Coordination with local electric service provider to obtain transformer location for proposed traffic signal.
- Site visit to review existing conditions and location specific constraints.
- CITY will coordinate the driveway access for the north leg.
- Develop a set of traffic signal construction plans for the intersection of Biltmore and Pecan Street. The plan set will include:

- The type, location, and quantity summary of the traffic signal poles, mast arms, controller cabinets, detection equipment, conduit runs, wiring, signal head types, pedestrian components, etc.
- Any existing underground equipment will be utilized to the extent possible.
- Future design sheet for pedestrian improvements when the northside of Pecan Street is developed.
- Pavement marking plans for the eastbound approach of Pecan Street between Biltmore and Sun Light Near Way will be developed to change the current lane taper design.
- Prepare construction plans that will include the following sheets at the engineering scale indicated:
 - Cover Sheet
 - General Notes
 - Quantity Sheet
 - Traffic Signal Layout Sheet
Scale 1" = 40'
 - Traffic Signal Summary Charts
 - ADA Ramp Layout Sheet
 - Pavement Markings Sheet(s)
 - Detail sheets
- Assemble CITY's standard construction contract documents and modify special technical specifications, if needed, for the project (if any).
- Prepare an estimate of construction quantities and develop the preliminary opinion of probable construction costs with a 15% contingency.
- Submit four (4) half sized 11"x17", four (4) sets of preliminary construction contract documents, PDF of plans and construction contract documents, special conditions (if any) and preliminary opinion of probable construction costs to the CITY for review.
- Submittals to the approving agency include:
 - 60% submittal to review pole and crosswalk locations
 - 95% plan set
 - Final (100%) plan set

Task 2: Pecan Street Corridor Roadway Design Services

This task will include the design of Pecan Street from west of Sun Light Near Way to SH 130 southbound service road. Travis County (COUNTY) will review plans submitted by the CITY and CONSULTANT will address AGECCNY and COUNTY comments. The following items will be included in the scope.

2A: Preliminary Design (60% Submittal):

- Data Collection
 - In addition to data obtained from the CITY, CONSULTANT will research proposed improvements in conjunction with any other planned future improvements known by the CITY that may influence the project.
 - The CONSULTANT will also identify and seek to obtain data for existing conditions that may impact the project including but not limited to; utilities, agencies (TxDOT and USCOE), CITY Master Plans, and property ownership as available from the Tax Assessor's office.
 - The data collection efforts will also include conducting special coordination meetings with affected property owners and businesses as necessary to develop the design.
- Prepare preliminary construction plans that will include the following sheets at the engineering scale indicated:

- Cover Sheet
- General Notes
- Quantity Sheet
- Project Layout & Control Sheet
- Roadway plan and profile sheets.
Scale 1" = 20' Horizontal; 1" = 2' Vertical
- Cross Section Sheets.
Scale 1" = 20' Horizontal; 1" = 4' Vertical
- Drainage plan and profile sheets.
Scale 1" = 20' Horizontal; 1" = 2' Vertical
- Erosion Control Plans
- Traffic Control Plan Sheet(s)
- Pavement Markings Sheet(s)
- Detail sheets

Information required can be combined on sheets if the information can be clearly shown and is approved by CITY's project manager.

Construction plan sheets identified above may require additional sheets, which would be mutually agreed upon prior to addition.

- Assemble CITY's standard construction contract documents and modify special technical specifications, if needed, for the project (if any).
- Prepare an estimate of construction quantities and develop the preliminary opinion of probable construction costs with a 15% contingency.
- Submit four (4) half sized 11"x17", four (4) sets of preliminary construction contract documents, PDF of plans and construction contract documents, special conditions (if any) and preliminary opinion of probable construction costs to the CITY for review.

2B: Final Design (90% & 100% Submittals):

- Revise preliminary plans incorporating comments from the CITY and COUNTY.
- Submit four (4) half sized 11"x17" of 90% plans, four (4) set of 90% construction contract documents and 90% opinion of probable construction costs for CITY review along with PDF of above plans and construction contract documents.
- Incorporate final CITY review comments into the plans and construction contract documents to finalize construction plans for proposed improvements.
- Finalize construction contract documents including CITY standard specifications, special technical specifications and special conditions (if any).
- Estimate of final construction quantities and final opinions of construction cost with a 10% contingency.
- Submit five (5) half sized sealed 11"x17", five (5) sets of sealed construction contract documents, PDF of plans and construction contract documents, special conditions (if any) and preliminary opinion of probable construction costs to the CITY for review.

Task 3: Pecan Street/FM 1825 and Dessau Road/FM 685 Intersection Analysis

This task will include the analysis of Pecan Street at Dessau Road. The following items will be included in the scope.

3A: Intersection Study: Pacheco Koch will perform a study to determine the optimal intersection configuration for the intersection of Pecan Street at Dessau Road. This study will include analyzing ways to improve safety and efficiency. Due to the location of adjacent intersections, the surrounding intersections will be included to determine network impacts due to intersection changes.

Included in this item:

- Conduct an AM and PM field review of the subject intersection and network impacts to observe existing traffic and pedestrian patterns surrounding the intersection.
- Obtain and review all crash data within the last 3 years from City, State, and County databases.
- Collect classification turning movement counts for peak periods (6AM to 8PM) on a typical weekday at each of the intersections listed below.
 - Pecan Street at Dessau Road (count will include pedestrian data)
 - Pecan Street at HEB Western Driveway
 - Pecan Street at HEB Central Driveway
 - Pecan Street at Immanuel Road
 - Dessau Road at HEB Southern Driveway
 - Dessau Road at HEB Northern Driveway
- Historical traffic volumes will be analyzed to determine a background traffic growth that will be applied to the future year designated by CITY staff.
- Review any traffic impact studies completed for developments near the study intersection.
- Develop one future year peak-hour (AM, Midday, PM) traffic volumes for the study intersection.
- Utilize the FHWA CAP-X program to evaluate alternative intersections for the intersection of Pecan Street at Dessau Road.
- Analyze the existing and future traffic operations during AM, Midday, and PM peak hours and evaluate the corridor operations based upon the accident history. The study intersection will be analyzed as up to three (3) intersection alternatives to determine the best operation for the area in terms of safety and traffic flow.
- Provide a written memorandum documenting the intersection analysis and proposed operational design. Cost estimates to compare up to two (2) alternative intersection designs will also be presented along with a cost/benefit analysis. The report findings will be used for the schematic design.

Task 4: Pecan Street at Heatherwilde Boulevard

This task will include adding northbound and southbound turn lanes, which will require traffic signal and roadway lighting modifications as well as a gateway relocation and re-design. All roadway will be added in the median and existing ADA ramps will not be modified.

4A: Turn Lane Design (90% Submittal):

- Data Collection
 - In addition to data obtained from the CITY, CONSULTANT will research proposed improvements in conjunction with any other planned future improvements known by the CITY that may influence the project.
 - The CONSULTANT will also identify and seek to obtain data for existing conditions that may impact the project including but not limited to; utilities, agencies (TxDOT and USCOE), CITY Master Plans, and property ownership as available from the Tax Assessor's office.
 - The data collection efforts will also include conducting special coordination meetings with affected property owners and businesses as necessary to develop the design.
- Prepare construction plans that will include the following sheets at the engineering scale indicated:
 - Cover Sheet

- General Notes
- Quantity Sheet
- Project Layout & Control Sheet
- Roadway plan and profile sheets.
Scale 1" = 20' Horizontal; 1" = 2' Vertical
- Cross Section Sheets.
Scale 1" = 20' Horizontal; 1" = 4' Vertical
- Drainage plan and profile sheets.
Scale 1" = 20' Horizontal; 1" = 2' Vertical
- Erosion Control Plans
- Traffic Control Plan Sheet(s)
- Pavement Markings Sheet(s)
- Detail sheets

Information required can be combined on sheets if the information can be clearly shown and is approved by CITY's project manager.

Construction plan sheets identified above may require additional sheets, which would be mutually agreed upon prior to addition.

- Assemble CITY's standard construction contract documents and modify special technical specifications, if needed, for the project (if any).
- Prepare an estimate of construction quantities and develop the preliminary opinion of probable construction costs with a 15% contingency.
- Submit four (4) half sized 11"x17", four (4) sets of preliminary construction contract documents, PDF of plans and construction contract documents, special conditions (if any) and preliminary opinion of probable construction costs to the CITY for review.

4B: Final Design (100% Submittals):

- Revise 90% plans incorporating comments from the CITY.
- Submit four (4) half sized 11"x17" of 90% plans, four (4) set of 90% construction contract documents and 90% opinion of probable construction costs for CITY review along with PDF of above plans and construction contract documents.
- Incorporate final CITY review comments into the plans and construction contract documents to finalize construction plans for proposed improvements.
- Finalize construction contract documents including CITY standard specifications, special technical specifications and special conditions (if any).
- Estimate of final construction quantities and final opinions of construction cost with a 10% contingency.
- Submit five (5) half sized sealed 11"x17", five (5) sets of sealed construction contract documents, PDF of plans and construction contract documents, special conditions (if any) and preliminary opinion of probable construction costs to the CITY for review.

4C: TRAFFIC SIGNAL MODIFICATION SERVICES: Pacheco Koch will provide Traffic Signal Modification Services in accordance with requirements of the approving agency. The signal modifications are required due to the additional turn lanes.

Included in this item:

- Signal design utilizing existing transformer location.
- Site visit to review existing conditions and location specific constraints.
- Develop a set of traffic signal construction plans. The plan set will include:

- The type, location, and quantity summary of the traffic signal poles, mast arms, controller cabinets, detection equipment, conduit runs, wiring, signal head types, pedestrian components, etc.
- Any existing underground equipment will be utilized to the extent possible.
- Appropriate construction details and specifications
- Bid documents will be incorporated with the roadway design plans.
- Submittals to the approving agency include:
 - 60% submittal to review pole and crosswalk locations
 - 95% plan set
 - Final (100%) plan set

4D: Field Survey

- Establish Survey Control
 - Establish survey control along Pecan street or intersecting streets as necessary. These control points will be established based on and tied to established City horizontal and vertical control points. The horizontal control for each street in the PROJECT will be established on the State Plane Coordinate System (NAD'83 Surface Coordinates) from CITY monumentation. These control points will be established using GPS and conventional surveying methods.
- Benchmark Loop
 - A benchmark circuit will be established, based on the vertical control points provided. These benchmarks will be located outside of the construction limits and put in such a place so that they may be easily found for future use. Benchmarks will be located at about 1,000' intervals. Benchmarks shall be looped in accordance with good surveying practice prior to field surveys.
- Existing Streets, Driveways and Right-of-Way
 - Existing streets, driveways and right-of-way will be profiled and cross-sectioned at 50' intervals and to a point at least 20' outside of the Right-of-Way line. Low points, high points and other unique features will be noted. Pavement surfacing will be determined by visual inspection only. Intersecting streets will be profiled and cross-sectioned to a point at least 50' beyond the roadway being replaced.
- Existing Drainage Channels and Drainage Area Verification
 - Existing drainage channels and swales will be profiled and cross sectioned within the immediate vicinity of the PROJECT, 100' upstream and downstream. Low points, high points and any other unique features will be noted. Additional surveying may be necessary to verify the limits of drainage areas.
- Existing Underground and/or Overhead Utilities
 - Utility owner's will be contacted through the Texas811 One-Call Utility Marking System at the beginning of field operations, and requested to assist in locating existing utilities identified for the PROJECT. This includes no more than two trips to located underground utility markings by others (Digtess). Above ground features of existing utilities within the proposed Right-of-Way for the limits of the PROJECT will be field located, including elevations of sanitary and storm sewer manhole flowlines and water valve stems. The location of utilities between above ground features will be determined from visual inspection, utility records, and/or from locations determined by the respective utility companies. The utilities will be tied to the PROJECT control points and depths determined in sufficient detail to identify potential conflicts with proposed construction. The excavation and other costs required to expose or probe the underground utilities will be the responsibility of others.
- Right-of-Way

- Right-of-Way lines along the PROJECT will be located. This information will be included on the PROJECT's plan sheets.
- Existing Storm Sewers and Culverts
 - The size of existing culverts will be measured and tied along with existing headwalls, channels and aprons. The size, length, and flowline elevation of existing storm sewers will be surveyed. Drainage areas contributing to the PROJECT or conveying water from the PROJECT will be determined through field investigations and available topographic mapping.
- Temporary Signs, Traffic Control, Flags, Safety Equipment, Etc.
 - The Surveyor will exercise care in completing this surveying assignment by using traffic control devices, flags and safety equipment when necessary.

Task 5: Pecan and Heatherwilde Gateway Monument

5A: LANDSCAPE ARCHITECTURE – GATEWAY MONUMENT FEATURE: Pacheco Koch will provide Landscape Architectural Design services for a city gateway monument.

Included in this item:

- Coordination of City review and approval of plans prepared as part of this item.
- Schematic Design: Two (2) schematic options submitted for client review and coordination. One (1) board depicting critical sections, elevations or three-dimensional aspects of the design necessary to demonstrate design intent. Following team review, one (1) revision of the selected Schematic Design to incorporate client comments. An opinion of probable construction cost will be provided.

Not included in this item:

- Design Development
- Construction documents
- Retaining wall design for walls over 36" in total height, or with surcharges.
- Vehicular pavement design and grading (beyond what is included in Task 5). Paving enhancement design for vehicular areas, if any, will be provided to the civil engineer in the design development phase for incorporation into the vehicular paving plans.
- Fountain, pond or specialty water feature design. If one of these should be requested, it can be provided as an additional service.
- Electrical plans for site/monument lighting.
- Geotechnical engineering.
- Structural engineering.
- Bidding or construction administration services.
- Planting or irrigation design.

Task 6: Meetings & Hearings

This task will include up to four (4) in person meetings along with any review and preparation time. Any meetings held over the phone are included in the tasks above. The following items will be included in the scope.

MEETINGS & HEARINGS: Pacheco Koch will assist the Client in addressing matters related to studies or other services previously prepared by Pacheco Koch at meetings or hearings.

Included in this item:

- Upon request, attend any in person review meetings based up on submittals.

- Upon request, attend neighborhood meetings, public hearings, and/or any other assembly pertaining to the Project to assist the Client in addressing matters related to prior studies or services provided by Pacheco Koch.
- Upon request, provide technical information that may be used in presentations or in response to inquiries related to traffic, transportation, or parking.

GENERAL NOTES:

- The Client shall provide to Pacheco Koch specific, reliable, and sufficient information about the project as necessary to complete the scope of services defined herein. Changes to the project information once studies are underway may require revisions and commensurate additional fees.
- In addition to general civil engineering, surveying and landscape architecture services, Pacheco Koch is able to provide other traffic/parking services to the Client for additional fees but are not included in this Scope of Services. Such services may include:
 - Traffic Impact Analysis
 - Traffic Management Plan
 - Traffic Signal Warrant Analysis
 - Traffic Signal Timing Services (to be included in a future construction phase scope)
 - VISSIM Analysis
 - Conceptual roundabout for Pecan at FM 685
 - PS&E construction plans (beyond any signal design or temporary roundabout stated in the scope)
 - Bidding and construction phase services
 - Record drawings (to be included with construction phase services)
 - Roadway Illumination Plans (beyond any modifications needed from the temporary roundabout)
 - TxDOT Engineering Study for Site Access
 - Code Parking Review
 - Parking Demand Analysis
 - Shared Parking Analysis
 - Application for any grant money for construction based upon study findings
 - Site Plan Review

ITEMS PROVIDED BY THE CITY:

- Survey files for any roadways within study areas.
- Any traffic studies within the study corridors including TIA for development on north leg of Biltmore and corridor roundabout analysis
- Crash data within the last three years for all study locations

Exhibit 1 Compensation to Consultant

City agrees to pay Consultant for all services outlined in Attachment A in accordance with the following:

Task 1: Pecan Street Corridor Analysis and Traffic Signal Design	\$73,003.00	Lump Sum
Task 2: Pecan Street Corridor Roadway Design Services	\$37,482.00	Lump Sum
Task 3: Pecan Street/FM 1825 and Dessau Road/FM 685 Intersection Analysis	\$23,879.50	Lump Sum
Task 4: Pecan Street at Heatherwilde Boulevard	\$59,169.50	Lump Sum
Task 5: Pecan and Heatherwilde Gateway Monument	\$ 6,512.50	Lump Sum
Task 6: Meetings & Hearings	\$13,603.50	Time and Materials, not to exceed
Total	\$213,650.00	Not To Exceed

Project No.: 0100
 Client: City of Pflugerville
 Project Title: Pecan Street Corridor Analysis and Traffic Signal Design - Task 1

FEE BUDGET ESTIMATE
BASIC DESIGN & CONSTRUCTION SERVICES

February 13, 2019

DESCRIPTION OF WORK TASK	BASIS OF EFFORT ESTIMATE		LEVEL OF EFFORT BY CLASSIFICATION								TOTAL MH'S PER TASK	TOTAL FEE PER TASK	
	QNTY	UNIT	PRINCIPAL	ASSOC. PRIN.	SR. PROJECT MGR	PROJECT MGR	SENIOR TECH	PROJECT ENGR/EIT	TECH. CADD	QA/QC REVIEW			ADMIN ASST.
			\$225.00	\$205.00	\$165.00	\$125.00	\$115.00	\$100.00	\$85.00	\$205.00			\$75.00
I. ROADWAY DESIGN													
PROJECT MANAGEMENT	8	MTH		8.0								8.0	\$ 1,640.00
1A: CORRIDOR STUDY													
AM and PM field review	2	PK HR		12.0								12.0	\$ 2,460.00
Review Historical Traffic data and order traffic counts	5	INT					4.0					4.0	400.00
Review previous traffic studies and collision data				4.0			4.0					8.0	1,220.00
Develop 10 yr projected traffic volumes	5	INT		2.0			8.0					10.0	1,210.00
Analyze AM, PM, Saturday existing scenario	5	INT		2.0			15.0					17.0	1,910.00
Analyze AM, PM, Saturday Future scenario with signals	5	INT		2.0			15.0					17.0	1,910.00
Memorandum				2.0		6.0	4.0	4.0	1.0			17.0	2,105.00
Phone Review meetings	2	Mtg		2.0			2.0					4.0	610.00
												SUB-TOTAL =	\$ 13,465.00
1C: TRAFFIC SIGNAL DESIGN SERVICES													
Coordination with local electric company				3.0			4.0					7.0	\$ 1,015.00
Site visit (travel included with corridor study)	1	Visit		2.0								2.0	410.00
Pavement Marking Plans	1200	LF		1.0	2.0		20.0	24.0				47.0	4,575.00
60% plans	1	INT		4.0	2.0		20.0	40.0				66.0	6,550.00
95% Plans	1	INT		3.0	2.0		10.0	30.0				45.0	4,495.00
100% Plans	1	INT		3.0			4.0	20.0	4.0	1.0		32.0	3,610.00
Bid Documents and OPCC	1	INT		4.0		8.0	4.0					16.0	2,220.00
												SUB-TOTAL =	\$ 22,875.00
HOURS SUB-TOTALS			0.0	54.0	6.0	14.0	0.0	114.0	118.0	5.0	1.0	312.0	\$ 36,340.00
TOTAL LABOR COSTS			-	11,070.00	990.00	1,750.00	-	11,400.00	10,030.00	1,025.00	75.00	\$ 36,340.00	
% OF TOTAL HOURS			0.0%	17.3%	1.9%	4.5%	0.0%	36.5%	37.8%	1.6%	0.3%	100.0%	

PRINTING & REPRODUCTION EXPENSES				QUANTITY	UNIT PRICE	AMOUNT	
PRINTING - 11 X 17 PLANS (REVIEW SETS)	16	SETS	15	PLOTS/SET	240	1.00	240.00
PLOTTING - 22 X 34 PAPER PLOTS	0	SETS	15	PLOTS/SET		3.00	-
PRINTING - 22 X 34 PLANS (BID SETS)	2	SETS	15	PLOTS/SET	30	1.50	45.00
PRINTING - 11 X 17 PLANS (BID SETS)	8	SETS	15	PLOTS/SET	120	1.00	120.00
PDF PREPARATION	1	SETS	15	PLOTS/SET		8.00	-
SPECIFICATIONS - 8.5 X 11 PAPER COPIES	6	SETS	100	COPIES/SET		0.10	-
SPECIFICATIONS - 8.5 X 11 PAPER COPIES (BID SETS)	1	SETS	100	COPIES/SET		0.10	-
TOTAL PRINTING & REPRODUCTION EXPENSES							\$ 405.00
DIRECT EXPENSES							
PLOTTING - 11 X 17 PAPER PLOTS	3	SETS	15	PLOTS/SET		1.00	-
REPRODUCTION - 8.5 X 11 PAPER COPIES	250	COPIES			30	0.10	3.00
DELIVERY SERVICE	5	PKGS			5	15.00	75.00
PER DIEM	2	DAY			2	50.00	100.00
HOTEL	1	NIGHT			1	150.00	150.00
AUTO EXPENSE	1	TRIPS	400	MI /TRIP	400	0.55	220.00
TOTAL PER PHASE DIRECT EXPENSES							\$ 548.00

ENGINEERING		
LABOR COSTS:		\$ 36,340.00
DIRECT EXPENSES		953.00
TOTAL ENGINEERING (Basic Services)		\$ 37,293.00
OTHER DIRECT COSTS - (Special Services)		
J. DATA COLLECTION		7,400.00
1B: FIELD SURVEY		\$ 28,310.00
TOTAL ENGINEERING (Special Services)		\$ 35,710.00
TOTAL DESIGN FEE		\$ 73,003.00

Project No.: 0100
 Client: City of Pflugerville
 Project Title: Pecan Street Corridor Roadway Design Services - Task 2

FEE BUDGET ESTIMATE
BASIC DESIGN & CONSTRUCTION SERVICES

February 13, 2019

DESCRIPTION OF WORK TASK	BASIS OF EFFORT ESTIMATE		LEVEL OF EFFORT BY CLASSIFICATION								TOTAL MH'S PER TASK	TOTAL FEE PER TASK	
			PRINCIPAL	ASSOC. PRIN.	SR. PROJECT MGR	PROJECT MGR	SENIOR TECH	PROJECT ENGR/EIT	TECH. CADD	QA/QC REVIEW			ADMIN ASST.
			QNTY	UNIT	\$225.00	\$205.00	\$165.00	\$125.00	\$115.00	\$100.00			\$85.00
I. ROADWAY DESIGN													
PROJECT MANAGEMENT	8	MTH		8.0								8.0	\$ 1,640.00
2A: PRELIMINARY DESIGN (60% SUBMITTAL)													
COVER SHEET / INDEX	1	SHEET					1.0	2.0				3.0	\$ 270.00
PROJECT LAYOUT / LEGEND / CONTROL / QTY SHEET	1	SHEET					1.0	4.0				5.0	440.00
GENERAL NOTES SHEET	1	SHEET				1.0	2.0	2.0				5.0	495.00
DETAIL SHEETS	2	SHEET				1.0	2.0	2.0				5.0	495.00
PAVING PLAN SHEETS	3	SHEET	1.0			2.0	16.0	24.0	1.0			44.0	4,320.00
CROSS SECTION SHEETS	4	SHEET	1.0			1.0	10.0	16.0	0.5			28.5	2,812.50
DRAINAGE AREA MAP / CALCULATION SHEET	2	SHEET	1.0			2.0	6.0	10.0	1.0			20.0	2,130.00
STORM DRAIN PLAN & PROFILE SHEETS	1	SHEET					1.0	4.0	0.5			5.5	542.50
EROSION CONTROL PLAN SHEETS	1	SHEET					1.0	4.0				5.0	440.00
CONSTRUCTION PHASING / TCP SHEETS	2	SHEET	0.5				2.0	4.0	1.0			7.5	857.50
PAVEMENT MARKING SHEET	2	SHEET	1.0				2.0	6.0	0.5			9.5	1,037.50
QUANTITY TAKE-OFF AND OPINION OF COST	N/A	N/A	0.5				4.0	3.0	1.0			8.5	972.50
SPECIFICATIONS	1	BOOK				16.0	20.0			4.0		40.0	4,300.00
SITE VISITS / CLIENT CONFERENCE/REVIEW MEETING	2	EACH	4.0	2.0	4.0	4.0						14.0	2,470.00
												SUB-TOTAL =	\$ 21,582.50
2B: FINAL DESIGN (90% & 100% SUBMITTAL)													
COVER SHEET / INDEX	1	SHEET					1.0	2.0				3.0	\$ 270.00
PROJECT LAYOUT / LEGEND / CONTROL / QTY SHEET	1	SHEET					1.0	4.0				5.0	440.00
GENERAL NOTES SHEET	1	SHEET					1.0	2.0				3.0	270.00
DETAIL SHEETS	2	SHEET					1.0	1.0	0.5			2.5	287.50
PAVING PLAN SHEETS	3	SHEET		1.0		1.0	4.0	8.0	1.0			15.0	1,615.00
CROSS SECTION SHEETS	4	SHEET	0.5			1.0	2.0	4.0	0.5			8.0	880.00
DRAINAGE AREA MAP / CALCULATION SHEET	2	SHEET		1.0		1.0	2.0	6.0	1.0			11.0	1,245.00
STORM DRAIN PLAN & PROFILE SHEETS	1	SHEET					1.0	2.0	0.5			3.5	372.50
EROSION CONTROL PLAN SHEETS	1	SHEET					1.0	2.0				3.0	270.00
CONSTRUCTION PHASING / TCP SHEETS	2	SHEET	0.5				2.0	4.0	1.0			7.5	857.50
PAVEMENT MARKING SHEET	2	SHEET	1.0				2.0	6.0	0.5			9.5	1,037.50
QUANTITY TAKE-OFF AND OPINION OF COST	N/A	N/A	0.5				4.0	3.0	1.0			8.5	972.50
SPECIFICATIONS	1	BOOK				16.0	20.0			4.0		40.0	4,300.00
SITE VISITS / CLIENT CONFERENCE/REVIEW MEETING	2	EACH	4.0	2.0	4.0	4.0						14.0	2,470.00
												SUB-TOTAL =	\$ 15,287.50
PROJECT COMPLETION													
												0.0	-
												SUB-TOTAL =	\$ -
HOURS SUB-TOTALS			15.5	14.0	8.0	50.0	0.0	110.0	125.0	11.5	8.0	342.0	\$ 36,870.00
TOTAL LABOR COSTS			3,487.50	2,870.00	1,320.00	6,250.00	-	11,000.00	10,625.00	2,357.50	600.00	\$ 38,510.00	
% OF TOTAL HOURS			4.5%	4.1%	2.3%	14.6%	0.0%	32.2%	36.5%	3.4%	2.3%	100.0%	

PRINTING & REPRODUCTION EXPENSES				QUANTITY	UNIT PRICE	AMOUNT	
PRINTING - 11 X 17 PLANS (REVIEW SETS)	6	SETS	15	PLOTS/SET	8	1.00	8.00
PRINTING - 22 X 34 PLANS (REVIEW SETS)	0	SETS	15	PLOTS/SET		1.50	-
PRINTING - 22 X 34 PLANS (UTILITY CLEARANCE SETS)	0	SETS	15	PLOTS/SET		1.50	-
PLOTTING - 22 X 34 PAPER PLOTS	0	SETS	15	PLOTS/SET		3.00	-
PRINTING - 22 X 34 PLANS (BID SETS)	0	SETS	15	PLOTS/SET	2	1.50	3.00
PRINTING - 11 X 17 PLANS (BID SETS)	1	SETS	15	PLOTS/SET	8	1.00	8.00

ENGINEERING		
LABOR COSTS:		\$ 36,870.00
DIRECT EXPENSES		612.00
TOTAL ENGINEERING (Basic Services)		\$ 37,482.00
OTHER DIRECT COSTS - (Special Services)		

Project No.: 0100
 Client: City of Pflugerville
 Project Title: Pecan Street/FM 685 - Task 3

FEE BUDGET ESTIMATE
 BASIC DESIGN & CONSTRUCTION SERVICES

February 13, 2019

DESCRIPTION OF WORK TASK	BASIS OF EFFORT ESTIMATE		LEVEL OF EFFORT BY CLASSIFICATION								TOTAL MH'S PER TASK	TOTAL FEE PER TASK	
			PRINCIPAL	ASSOC. PRIN.	SR. PROJECT MGR	PROJECT MGR	SENIOR TECH	PROJECT ENGR/EIT	TECH. CADD	QA/QC REVIEW			ADMIN ASST.
	QNTY	UNIT	\$225.00	\$205.00	\$165.00	\$125.00	\$115.00	\$100.00	\$85.00	\$205.00			\$75.00
I. ROADWAY DESIGN													
PROJECT MANAGEMENT	8	MTH		8.0								8.0	\$ 1,640.00
3A: INTERSECTION STUDY													
AM and PM field review (coordinated with Task 1)	2	PK HR		4.0								4.0	\$ 820.00
Review Historical Traffic data and order counts	6	INT					4.0					4.0	400.00
Review previous traffic studies and collision data				4.0			4.0					8.0	1,220.00
Develop 10 yr projected traffic volumes	3	INT		1.0			4.0					5.0	605.00
Utilize CAP-X spreadsheet	1	INT					2.0					2.0	200.00
Analyze AM, Midday, and PM existing scenario	6	INT		3.0			16.0					19.0	2,215.00
Analyze AM, Midday, and PM Future scenario with signal	6	INT		4.0			16.0					20.0	2,420.00
Analyze AM, Midday, and PM Future scenario with roundabout	6	INT		4.0			18.0					22.0	2,620.00
Cost comparison up to 2 alternatives	2	INT		6.0			8.0	10.0				32.0	3,800.00
Memorandum				2.0		4.0	12.0	4.0	1.0			23.0	2,655.00
Phone Review Meetings	2	Mtg		2.0			2.0					4.0	610.00
												SUB-TOTAL =	\$ 19,205.00
HOURS SUB-TOTALS			0.0	38.0	0.0	4.0	8.0	86.0	14.0	1.0	0.0	151.0	\$ 19,205.00
TOTAL LABOR COSTS			-	7,790.00	-	500.00	920.00	8,600.00	1,190.00	205.00	-	\$ 19,205.00	
% OF TOTAL HOURS			0.0%	25.2%	0.0%	2.6%	5.3%	57.0%	9.3%	0.7%	0.0%	100.0%	

PRINTING & REPRODUCTION EXPENSES	QTY	UNIT	PLANS	PLOTS/SET	QUANTITY	UNIT PRICE	AMOUNT
PRINTING - 11 X 17 PLANS (REVIEW SETS)	6	SETS	15	PLOTS/SET	8	1.00	8.00
PRINTING - 22 X 34 PLANS (REVIEW SETS)	0	SETS	15	PLOTS/SET		1.50	-
PRINTING - 22 X 34 PLANS (UTILITY CLEARANCE SETS)	0	SETS	15	PLOTS/SET		1.50	-
PLOTTING - 22 X 34 PAPER PLOTS	0	SETS	15	PLOTS/SET		3.00	-
PRINTING - 22 X 34 PLANS (BID SETS)	0	SETS	15	PLOTS/SET	2	1.50	3.00
PRINTING - 11 X 17 PLANS (BID SETS)	1	SETS	15	PLOTS/SET	8	1.00	8.00
PRINTING - 22 X 34 PLANS (AS-BUILT SETS)	0	SETS	15	PLOTS/SET		3.00	-
PRINTING - 11 X 17 PLANS (AS-BUILT SETS)	0	SETS	15	PLOTS/SET		1.00	-
MYLAR PREPARATION	0	SETS	15	PLOTS/SET		4.00	-
PDF PREPARATION	1	SETS	15	PLOTS/SET		8.00	-
SPECIFICATIONS - 8.5 X 11 PAPER COPIES	6	SETS	100	COPIES/SET		0.10	-
SPECIFICATIONS - 8.5 X 11 PAPER COPIES (BID SETS)	1	SETS	100	COPIES/SET		0.10	-
TOTAL PRINTING & REPRODUCTION EXPENSES							\$ 19.00
DIRECT EXPENSES							
PLOTTING - 11 X 17 PAPER PLOTS	3	SETS	15	PLOTS/SET		1.00	-
REPRODUCTION - 8.5 X 11 PAPER COPIES	250	COPIES			30	0.10	3.00
DELIVERY SERVICE	5	PKGS			5	15.00	75.00
PER DIEM	2	DAY			2	50.00	100.00
HOTEL	1	NIGHT			1	150.00	150.00
AUTO EXPENSE	1	TRIPS	50	MI /TRIP	50	0.55	27.50
TOTAL PER PHASE DIRECT EXPENSES							\$ 355.50

ENGINEERING	
LABOR COSTS:	\$ 19,205.00
DIRECT EXPENSES	374.50
TOTAL ENGINEERING (Basic Services)	\$ 19,579.50
OTHER DIRECT COSTS - (Special Services)	
J. DATA COLLECTION	4,300.00
TOTAL ENGINEERING (Special Services)	\$ 4,300.00
TOTAL DESIGN FEE	\$ 23,879.50

Project No.: 0100
 Client: City of Pflugerville
 Project Title: Pecan Street at Heatherwilde - Task 4

FEE BUDGET ESTIMATE
BASIC DESIGN & CONSTRUCTION SERVICES

February 13, 2019

DESCRIPTION OF WORK TASK	BASIS OF EFFORT ESTIMATE		LEVEL OF EFFORT BY CLASSIFICATION									TOTAL MH'S PER TASK	TOTAL FEE PER TASK
			PRINCIPAL	ASSOC. PRIN.	SR. PROJECT MGR	PROJECT MGR	SENIOR TECH	PROJECT ENGR/EIT	TECH. CADD	QA/QC REVIEW	ADMIN ASST.		
	QNTY	UNIT	\$225.00	\$205.00	\$165.00	\$125.00	\$115.00	\$100.00	\$85.00	\$205.00	\$75.00		
I. ROADWAY DESIGN													
PROJECT MANAGEMENT	8	MTH		8.0								8.0	\$ 1,640.00
4A: PRELIMINARY DESIGN (90% SUBMITTAL)													
COVER SHEET / INDEX	1	SHEET					1.0	2.0				3.0	\$ 270.00
PROJECT LAYOUT / LEGEND / CONTROL / QTY SHEET	1	SHEET					1.0	4.0				5.0	440.00
GENERAL NOTES SHEET	1	SHEET					1.0	2.0				3.0	270.00
DETAIL SHEETS	2	SHEET					2.0	4.0	1.0			7.0	745.00
PAVING PLAN SHEETS	4	SHEET		1.0		8.0	20.0	30.0	1.0			60.0	5,960.00
CROSS SECTION SHEETS	3	SHEET				2.0	12.0	16.0	1.0			31.0	3,015.00
DRAINAGE AREA MAP / CALCULATION SHEET	2	SHEET		2.0		2.0	10.0	8.0	1.0			23.0	2,545.00
EROSION CONTROL PLAN SHEETS	1	SHEET					1.0	2.0				3.0	270.00
CONSTRUCTION PHASING / TCP SHEETS	2	SHEET	0.5				2.0	4.0	1.0			7.5	857.50
PAVEMENT MARKING SHEET	2	SHEET	1.0				2.0	6.0	1.0			10.0	1,140.00
QUANTITY TAKE-OFF AND OPINION OF COST	N/A	N/A	0.5				4.0	3.0	1.0			8.5	972.50
SPECIFICATIONS	1	BOOK				16.0	20.0			4.0		40.0	4,300.00
SITE VISITS / CLIENT CONFERENCE/REVIEW MEETING	1	EACH		4.0	2.0							6.0	1,150.00
												SUB-TOTAL =	\$ 21,935.00
4B: FINAL DESIGN (100% SUBMITTAL)													
COVER SHEET / INDEX	1	SHEET						1.0				1.0	\$ 85.00
PROJECT LAYOUT / LEGEND / CONTROL / QTY SHEET	1	SHEET						1.0				1.0	85.00
GENERAL NOTES SHEET	1	SHEET						1.0				1.0	85.00
DETAIL SHEETS	2	SHEET						1.0				1.0	85.00
PAVING PLAN SHEETS	4	SHEET				1.0	2.0	4.0	1.0			8.0	870.00
CROSS SECTION SHEETS	3	SHEET				1.0	2.0	4.0	1.0			8.0	870.00
DRAINAGE AREA MAP / CALCULATION SHEET	2	SHEET				2.0	4.0	4.0	1.0			7.0	855.00
EROSION CONTROL PLAN SHEETS	1	SHEET					1.0	1.0				2.0	185.00
CONSTRUCTION PHASING / TCP SHEETS	2	SHEET					1.0	2.0				3.0	270.00
PAVEMENT MARKING SHEET	2	SHEET						2.0				2.0	170.00
QUANTITY TAKE-OFF AND OPINION OF COST	N/A	N/A	0.5				4.0	3.0	1.0			8.5	972.50
SPECIFICATIONS	1	BOOK	1.0				2.0			4.0		7.0	725.00
												SUB-TOTAL =	\$ 5,257.50
4C: TRAFFIC SIGNAL DESIGN SERVICES													
Kick-off meeting	1	MTG		8.0								8.0	\$ 1,640.00
Site visit (travel included with kick-off meeting)	1	Visit		2.0								2.0	410.00
60% plans	1	INT		4.0	2.0		20.0	40.0				66.0	6,550.00
95% Plans	1	INT		3.0	2.0		10.0	30.0				45.0	4,495.00
100% Plans	1	INT		3.0			4.0	20.0	4.0	1.0		32.0	3,610.00
Bid Documents	1	INT		2.0		8.0						10.0	1,410.00
												0.0	-
												SUB-TOTAL =	\$ 18,115.00
HOURS SUB-TOTALS			3.5	37.0	6.0	40.0	0.0	126.0	191.0	15.0	9.0	427.5	\$ 46,947.50
TOTAL LABOR COSTS			787.50	7,585.00	990.00	5,000.00	-	12,600.00	16,235.00	3,075.00	675.00	\$ 46,947.50	
% OF TOTAL HOURS			0.8%	8.7%	1.4%	9.4%	0.0%	29.5%	44.7%	3.5%	2.1%	100.0%	

PACHECO KOCH CONSULTING ENGINEERS, Inc.

Project No.: 0100
 Client: City of Pflugerville
 Project Title: Pflugerville Gateway Monument Sign - Task 5

FEE BUDGET ESTIMATE
BASIC DESIGN & CONSTRUCTION SERVICES

February 13, 2019

DESCRIPTION OF WORK TASK	BASIS OF EFFORT ESTIMATE		LEVEL OF EFFORT BY CLASSIFICATION									TOTAL MH'S PER TASK	TOTAL FEE PER TASK	
	QNTY	UNIT	PRINCIPAL	ASSOC PRIN	SR PROJECT MGR	PROJECT MGR	PROJECT LANDSCAPE ARCH	LANDSCAPE TASK LEAD	TECH CADD	QA/QC REVIEW	ADMIN ASST			
			\$225.00	\$205.00	\$165.00	\$125.00	\$115.00	\$100.00	\$85.00	\$205.00	\$75.00			
I. MONUMENT SIGN DESIGN														
PROJECT MANAGEMENT	4	MTH		2.0		4.0							6.0	\$ 910.00
TASK 5A: LANDSCAPE ARCHITECTURE														
SCHEMATIC DESIGN (100% SUBMITTAL)														
OPTION 1 DESIGN	1	SHEET		1.0		4.0		12.0		0.5			17.5	2,007.50
OPTION 2 DESIGN	1	SHEET		1.0		4.0		12.0		0.5			17.5	2,007.50
REVISIONS TO CLIENT PREFERRED OPTION	1	SHEET				2.0		6.0		1.0			9.0	1,055.00
QUANTITY TAKE-OFF AND OPINION OF COST	1	SHEET				2.0				1.0			3.0	455.00
SITE VISITS / CLIENT CONFERENCE/REVIEW MEETING	1	MNH											0.0	-
													SUB-TOTAL =	\$ 5,525.00
													SUB-TOTAL =	\$ 6,435.00
HOURS SUB-TOTALS			0.0	4.0	0.0	16.0	0.0	30.0	0.0	3.0	0.0		53.0	\$ 6,435.00
TOTAL LABOR COSTS			-	820.00	-	2,000.00	-	3,000.00	-	615.00	-		\$ 6,435.00	
% OF TOTAL HOURS			0.0%	7.5%	0.0%	30.2%	0.0%	56.6%	0.0%	5.7%	0.0%		100.0%	

PRINTING & REPRODUCTION EXPENSES				QUANTITY	UNIT PRICE	AMOUNT	
PRINTING - 11 X 17 PLANS (REVIEW SETS)	6	SETS	4	PLOTS/SET	24	1.00	24.00
PRINTING - 22 X 34 PLANS (REVIEW SETS)	0	SETS	4	PLOTS/SET	0	1.50	-
PRINTING - 22 X 34 PLANS (UTILITY CLEARANCE SETS)	0	SETS	4	PLOTS/SET	0	1.50	-
PLOTTING - 22 X 34 PAPER PLOTS	0	SETS	4	PLOTS/SET	0	3.00	-
PRINTING - 22 X 34 PLANS (BID SETS)	0	SETS	4	PLOTS/SET	0	1.50	-
PRINTING - 11 X 17 PLANS (BID SETS)	1	SETS	4	PLOTS/SET	4	1.00	4.00
PRINTING - 22 X 34 PLANS (AS-BUILT SETS)	0	SETS	4	PLOTS/SET	0	3.00	-
PRINTING - 11 X 17 PLANS (AS-BUILT SETS)	0	SETS	4	PLOTS/SET	0	1.00	-
MYLAR PREPARATION	0	SETS	4	PLOTS/SET	0	4.00	-
PDF PREPARATION	1	SETS	4	PLOTS/SET	4	8.00	32.00
SPECIFICATIONS - 8.5 X 11 PAPER COPIES	6	SETS	25	COPIES/SET	150	0.10	15.00
SPECIFICATIONS - 8.5 X 11 PAPER COPIES (BID SETS)	1	SETS	25	COPIES/SET	25	0.10	2.50
TOTAL PRINTING & REPRODUCTION EXPENSES							\$ 77.50
DIRECT EXPENSES							
PLOTTING - 11 X 17 PAPER PLOTS	0	SETS		PLOTS/SET		1.00	-
REPRODUCTION - 8.5 X 11 PAPER COPIES	0	COPIES		COPIES/SET		0.10	-
DELIVERY SERVICE	0	PKGS				15.00	-
PER DIEM	0	DAY				50.00	-
HOTEL	0	NIGHT				150.00	-
AUTO EXPENSE	0	TRIPS		MI /TRIP		0.55	-
TOTAL PER PHASE DIRECT EXPENSES							\$ -

LANDSCAPE ARCHITECTURE	
LABOR COSTS:	\$ 6,435.00
DIRECT EXPENSES	77.50
TOTAL DESIGN (Basic Services)	\$ 6,512.50

PACHECO KOCH CONSULTING ENGINEERS, Inc.

Project No.: 0100
 Client: City of Pflugerville
 Project Title: Meetings and Hearings - Task 6

FEE BUDGET ESTIMATE
 BASIC DESIGN & CONSTRUCTION SERVICES

February 13, 2019

DESCRIPTION OF WORK TASK	BASIS OF EFFORT ESTIMATE		LEVEL OF EFFORT BY CLASSIFICATION									TOTAL MH'S PER TASK	TOTAL FEE PER TASK
	QNTY	UNIT	PRINCIPAL	ASSOC. PRIN.	SR. PROJECT MGR	PROJECT MGR	SENIOR TECH	PROJECT ENGR/EIT	TECH. CADD	QA/QC REVIEW	ADMIN ASST.		
			\$225.00	\$205.00	\$165.00	\$125.00	\$115.00	\$100.00	\$85.00	\$205.00	\$75.00		
I. MONUMENT SIGN DESIGN													
PROJECT MANAGEMENT	18	MTH										0.0	\$ -
TASK 6: MEETINGS AND HEARINGS													
IN PERSON MEETINGS	4	MTGS		32.0								32.0	6,560.00
MEETING PREP TIME	4	MTGS		4.0		8.0		16.0	24.0			52.0	5,460.00
												0.0	-
												0.0	-
												0.0	-
												SUB-TOTAL =	\$ 12,020.00
												SUB-TOTAL =	\$ 12,020.00
HOURS SUB-TOTALS			0.0	36.0	0.0	8.0	0.0	16.0	24.0	0.0	0.0	84.0	\$ 12,020.00
TOTAL LABOR COSTS			-	7,380.00	-	1,000.00	-	1,600.00	2,040.00	-	-	\$ 12,020.00	
% OF TOTAL HOURS			0.0%	42.9%	0.0%	9.5%	0.0%	19.0%	28.6%	0.0%	0.0%	100.0%	

PRINTING & REPRODUCTION EXPENSES					QUANTITY	UNIT PRICE	AMOUNT
PRINTING - 11 X 17 PLANS (REVIEW SETS)		SETS	4	PLOTS/SET	0	1.00	-
PRINTING - 22 X 34 PLANS (REVIEW SETS)	0	SETS	4	PLOTS/SET	0	1.50	-
PRINTING - 22 X 34 PLANS (UTILITY CLEARANCE SETS)	0	SETS	4	PLOTS/SET	0	1.50	-
PLOTTING - 22 X 34 PAPER PLOTS	0	SETS	4	PLOTS/SET	0	3.00	-
PRINTING - 22 X 34 PLANS (BID SETS)	0	SETS	4	PLOTS/SET	0	1.50	-
PRINTING - 11 X 17 PLANS (BID SETS)	1	SETS	4	PLOTS/SET	4	1.00	4.00
PRINTING - 22 X 34 PLANS (AS-BUILT SETS)	0	SETS	4	PLOTS/SET	0	3.00	-
PRINTING - 11 X 17 PLANS (AS-BUILT SETS)	0	SETS	4	PLOTS/SET	0	1.00	-
MYLAR PREPARATION	0	SETS	4	PLOTS/SET	0	4.00	-
PDF PREPARATION	1	SETS	4	PLOTS/SET	4	8.00	32.00
SPECIFICATIONS - 8.5 X 11 PAPER COPIES	6	SETS	25	COPIES/SET	150	0.10	15.00
SPECIFICATIONS - 8.5 X 11 PAPER COPIES (BID SETS)	1	SETS	25	COPIES/SET	25	0.10	2.50
TOTAL PRINTING & REPRODUCTION EXPENSES							\$ 53.50
DIRECT EXPENSES							
PLOTTING - 11 X 17 PAPER PLOTS	0	SETS		PLOTS/SET		1.00	-
REPRODUCTION - 8.5 X 11 PAPER COPIES	0	COPIES		COPIES/SET		0.10	-
DELIVERY SERVICE		PKGS				15.00	-
PER DIEM	4	DAY				50.00	200.00
HOTEL	3	NIGHT				150.00	450.00
AUTO EXPENSE	4	TRIPS	400	MI /TRIP		0.55	880.00
TOTAL PER PHASE DIRECT EXPENSES							\$ 1,530.00

LANDSCAPE ARCHITECTURE	
LABOR COSTS:	\$ 12,020.00
DIRECT EXPENSES	1,583.50
TOTAL DESIGN (Basic Services)	\$ 13,603.50