

**PROFESSIONAL SERVICES AGREEMENT  
FOR  
WEISS LANE/PECAN STREET WATER LINE**

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 CP&Y, 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 *Attachment 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 One Million One Hundred Fifty Four Thousand Three Hundred Eight Dollars (\$1,154,308.00) as total compensation, to be paid to Consultant as further detailed in Attachment 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: CP&Y, Inc.  
Attn: Ryan Owen, P.E.  
13809 Research Blvd., Suite 300  
Austin, TX 78750

## 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 “*Weiss Lane/Pecan Street Water Line*” 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 – To the extent allowed by law, 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: HVJ South Central Texas and Horizon Environmental Services. 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 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**

**CP&Y, INC.**

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

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

Printed Name: Sereniah Breland

Printed Name: Marisa T. Vergara

Title: City Manager

Title: Senior Vice President

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

Date: 2/27/2020

APPROVED AS TO FORM:

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

**SCOPE OF SERVICES  
FOR  
WEISS LANE/PECAN STREET WATER LINES  
  
PFLUGERVILLE, TEXAS**

**Background**

CP&Y, Inc. (Engineer) will provide engineering services for the City of Pflugerville's (City's) Weiss Lane/Pecan Street Water Line project, hereinafter referred to as the "Project." Engineering services will include the evaluation and subsequent alignment recommendations, design, bid and construction phase services of the following segments:

- Weiss Lane/Pecan Street Transmission Main: Approximately 12,700 LF of 42 and 36-inch water lines to replace and connect the existing 24-inch water line along Weiss Lane and the existing 16-inch water line along Pecan Street to the east side of State Highway 130, identified as Project Number 6 in the City's current Water Master Plan.
- Water Lines to Convert East PZ to 800' PZ: Approximately 7,700 LF of 30, 24, 20, and 16-inch water lines along Weiss Lane from Pleasanton Parkway to Via Sorento Way to convert the East Pressure Zone to the new 800' Pressure Zone, identified as Project Number 4 in the City's current Water Master Plan.

It is assumed that these projects will be designed, bid and constructed under one set of Construction Documents. The evaluation includes elements needed to develop recommended alignment and design for each segment, coordination with TxDOT and private utility owners, geotechnical and environmental engineering, and survey. The work will be done in accordance with the City's Engineering Design Manual, Construction Standards, Standard Specifications and Unified Development Code, Texas Commission on Environmental Quality (TCEQ) Rules, and Texas Department of Transportation (TxDOT) Utility Accommodation Rules current from the date of contract execution.

**I. Basic Services**

**A. PROJECT MANAGEMENT**

1. Project Progress Meetings: Attend, lead and document five (5) project meetings with the City at the City's Public Works Facility. Prepare meeting minutes including action item list. Meetings are anticipated to include a Project Kickoff Meeting, Alignment Review Meeting, PER Review Meeting, 60% Design Review meeting, and 90% Design Review meeting.
2. Project Administration: Internal design team meetings, coordination with subconsultants and perform project administration. Develop monthly project status report to be submitted with monthly invoices.
3. Project Scheduling: Develop a baseline design schedule for the Project and prepare updated design schedules for the Project on a monthly basis, to be submitted with the monthly project status report.

**Task A Deliverables:**

- Meeting Minutes
- Monthly Status Reports
- Monthly Schedule Updates

**B. PRELIMINARY ENGINEERING****1. Data Review**

- a. Review record drawings for utilities within the Project area, Water Master Plan, and existing data pertinent to the Project. Existing data to be provided by the City.

**2. Alignment Evaluation**

- a. Review property lines and surface features.
- b. Review existing topography based on available LIDAR data and existing utility connection depths to establish minimum cover and design requirements are feasible for the proposed alignments. Data to be provided by City.
- c. Recommend temporary and permanent easements for proposed alignments.
- d. Develop up to three (3) recommended alignment alternatives for Weiss Lane/Pecan Street Transmission Main based on the information gathered under this task.
- e. Develop up to two (2) alignment alternatives for Water Lines to Convert East PZ to 800' PZ based on the information gathered under this task.
  - i. Review of this item will include evaluating the repurposing of the existing 24" water line along Weiss Lane for the purposes of the pressure zone conversion. Evaluation will include review of record documents and shop drawings of existing water line, and proposed sequencing of proposed projects.
  - ii. Any hydraulic modeling required for this task shall be provided by the City and is not included in this scope of work.
- f. Recommend final alignments for each project element as noted above.

**3. Materials of Construction**

- a. Provide recommendations of pipe materials, and develop limits of open cut versus trenchless construction for each of the pipeline segments.

**4. Preliminary Engineering Report**

- a. Site Visits: Perform two (2) site visits during the Preliminary Engineering Phase to review design constraints and potential alignment conflicts.
- b. Develop Draft PER document summarizing the findings of the above tasks, including Quality Control (QC) review.
- c. Develop Final PER document incorporating City comments from Draft PER, including QC review.
- d. Development of exhibits for PER analysis and recommended alignments, including QC review. Exhibits shall be overlaid with relevant GIS reference layers as provided by the City, such as streets, pipe alignments, and appurtenances (hydrants, valves, manholes, etc.), and showing proposed water line improvements.

- e. Preliminary Opinion of Probable Construction Cost (OPCC) (Class 4 Association for the Advancement of Cost Engineers (AACE) Estimate).

**Task B Deliverables:**

- Draft and Final Preliminary Engineering Report, one (1) electronic copy in PDF format and three (3) hard copies of each.

**C. DESIGN PHASE SERVICES**

**1. Design Phase Coordination and Permitting**

**a. TxDOT and Tolling Authority Coordination and Permitting:**

- i. TxDOT Coordination Meeting: Attend, lead and document three (3) permitting coordination and plan review meetings with TxDOT North Travis County Area Office. Meetings are anticipated to include one (1) project kickoff meeting, one (1) alignment review meeting, and one (1) comment response review meeting. It is anticipated that the tolling authority will also attend these meetings.
- ii. Coordinate with TxDOT and Tolling Authority in order to satisfy TxDOT permit requirements for ROW crossings.
- iii. Provide design submittal through TxDOT's online Utility Installation Review (UIR) system. The permit will be obtained by the City of Pflugerville as the Owner.
- iv. Incorporate TxDOT review comments into bid documents.

**b. Utility Coordination:**

- i. Request existing record drawing information of potentially impacted utilities from subsurface utility engineering (SUE) investigation identified in Task II.D and, if received, perform review for potential conflicts. If available, include estimated schedule for relocation of utilities identified as potential conflicts.
- ii. Review preliminary plans with private utility owners for potential conflicts. Modify alignments to avoid impacts to existing utilities based on utility owner requirements. It is anticipated that up to six (6) utility owners will each require one (1) plan review meeting each, for a total of six (6) meetings. Coordination and/or review of any relocations of existing utilities is not included in this scope of work.

**c. Texas Commission on Environmental Quality (TCEQ) Permitting:**

- i. Prepare and submit Public Water System Plans for Review, and accompanying documentation, to the TCEQ in accordance with Texas Administrative Code, Title 30, Chapter 290, Subchapter D.



- d. Utility Easement Encroachment Permitting
  - i. Coordinate with Utility Owner to confirm requirements for crossing easement, and incorporate requirements into plan set for submittal to Utility Owner for review.
  - ii. Submit up to three (3) utility easement encroachment permits.
  - iii. Respond to the Utility Owner's comments to resolve outstanding items and obtain utility easement encroachment permit.
  
- e. Right of Way/Easement Coordination
  - i. Coordination with City's Right of Way Services representative during the easement acquisition process. Engineer will respond to requests from the City's Right of Way Services representative for the purposes of providing project information.
  
- f. Pflugerville Independent School District (ISD) Coordination
  - i. Coordinate with representatives from Pflugerville ISD regarding potential impacts to Weiss High School.
  - ii. Anticipate one (1) meeting with Pflugerville ISD to discuss potential impacts to high school and considerations during construction.
  
- g. Public Works/Parks Department Coordination
  - i. Coordination with City operations staff at the water treatment plant and pump station sites for the purpose of discussing the tie-in sequencing plan to existing facilities for the Central Zone pipelines and the 800' PZ water lines.
  - ii. Coordination with Parks Department regarding potential impacts to Lake Pflugerville Park during construction.
  - iii. Anticipate two (2) meetings with City Public Works and/or Parks Department.
  - iv. Owner shall provide requirements for shut down and tie-in procedures for connections in the vicinity of the water treatment plant for incorporation into the overall project sequencing.
  
- h. Developer Coordination
  - i. Coordinate with up to three (3) developers of properties adjacent to the project for the purpose of discussing alignment considerations.
  - ii. Anticipate two (2) meetings per developer, one (1) to discuss the alignment evaluation, and one (1) to discuss design aspects and coordination items prior to construction, for a total of six (6) meetings.
  - iii. It is anticipated that exhibits and/or drawings developed under other tasks will be utilized for this coordination task. Separate exhibits and/or drawings will not be specifically developed for the purposes of this coordination task.

## 2. 60% Plans and Construction Documents

Plans will be developed based on the information gathered from Task II and City approval of the PER.

- a. Phasing Plan Coordination with City regarding adjacent projects including Water Treatment Plant expansion, 800 PZ elevated storage tank, and pump station improvements in the project vicinity.
- b. Prepare cover sheet, project layout sheet, boundary map/project control sheet, and construction notes.
- c. Prepare 60% traffic control sheets.
- d. Prepare 60% erosion and sedimentation control sheets.
- e. Prepare 60% plan and profile sheets for the Weiss Lane/Pecan Street Water Line. Plan and profile sheets identifying right-of-way, property easement, existing utilities based on SUE information identified in Task II.D, and topographic features will be prepared at scale 1" = 40' horizontal and 1" = 4' vertical. (Assuming 28 plan and profile sheets)
- f. Prepare 60% plan and profile sheets for the Water Lines to Convert East PZ to 800' PZ. Plan and profile sheets identifying right-of-way, property easement, existing utilities, and topographic features will be prepared at scale 1" = 40' horizontal and 1" = 4' vertical. (Assuming 16 plan and profile sheets)
- g. Prepare City standard detail sheets.
- h. Identify Project Specific Details needed for large diameter pipeline components, including trenchless construction details and pipeline appurtenances.
- i. Assemble City of Pflugerville standard specifications and special technical specification Table of Contents. Prepare draft special provisions and special specifications.
- j. Prepare 60% OPCC (Class 2 AACE Estimate).
- k. Perform Internal QA/QC of plans and project documents and incorporate review comments into 60% deliverable.

## 3. 90% Plans and Construction Documents

- a. Incorporate City's 60% design comments.
- b. Prepare construction sequencing/phasing plan for project.
- c. Prepare 90% cover sheet, project layout sheet, boundary map/project control sheet, and construction notes.
- d. Prepare 90% traffic control sheets, including details.
- e. Prepare 90% erosion and sedimentation control sheets, including details.
- f. Prepare 90% plan and profile sheets for the Weiss Lane/Pecan Street Water Line.
- g. Prepare 90% plan and profile sheets for the Water Lines to Convert East PZ to 800' PZ.
- h. Prepare 90% design for two (2) trenchless pipeline crossings, one (1) under SH-130 and one (1) under Wilbarger Creek. Design will include calculations, drawings and details for proposed tunnel and shafts.

- i. Perform Scour Analysis of Wilbarger Creek to determine required buffer under and adjacent to the creek for the purposes of the anticipated trenchless design under the creek. It is assumed that the Engineer will utilize an existing design model of Wilbarger Creek for the scour analysis. If a creek model is needed, the Engineer can perform as an additional service.
  - j. Prepare City standard detail sheets.
  - k. Prepare Project Specific Details for large diameter pipeline components, including trenchless construction details and pipeline appurtenances.
  - l. Prepare City of Pflugerville project documents and technical specifications as necessary, including Special Specifications or Special Provisions.
  - m. Prepare 90% OPCC (Class 1 AACE Estimate).
  - n. Perform internal QA/QC of plans and project documents and incorporate review comments into 90% deliverable.
4. Issued for Bid Plans and Construction Documents
- a. Incorporate City's 90% comments into plans and project documents.
  - b. Prepare final Construction Plans, Specifications, and Contract Documents for Bid Phase, including plan revisions based on permitting and coordination identified in Task I.C.1.

**Task C Deliverables:**

- TxDOT, Utility Coordination, PflISD, City and Developer meeting minutes.
- 60% plans, Specification Table of Contents, Draft Special Provisions/Special Specifications, and OPCC. One (1) electronic copy in PDF format and three (3) hard copies.
- 90% plans, Technical Specifications, and OPCC. One (1) electronic copy in PDF format and three (3) hard copies.
- TCEQ Water System Plan Review documentation.
- Issued for Bid Plans and Construction Documents. One (1) electronic copy in PDF format and three (3) hard copies.

**D. BID PHASE SERVICES**

1. Provide documents to City for bid advertising on CivCast.
2. Facilitate pre-bid meeting with City for interested Contractors. Engineer will also develop the agenda and provide meeting minutes.
3. Address and respond to Contractor's questions and interpretation of bid documents, and issue addenda as required.
4. Review qualifications of low bidder and others as needed.
5. Recommend award of contract or other actions to be taken by City.
6. Prepare conformed contract documents and construction plans

**Task D Deliverables:**

- Pre-Bid meeting agenda and minutes
- Responses to Contractor questions
- Issue Addenda
- Recommendation of Award letter
- Conformed Contract Documents

**E. CONSTRUCTION PHASE SERVICES**

1. Attend one (1) pre-construction conference with the Owner and the Contractor and issue meeting minutes to the attendees.
2. Engineer will attend fifteen (15) monthly progress meetings with the Owner and the Contractor to review progress, outstanding action items and issues, and schedule. Engineer will issue meeting minutes to the attendees.
3. The Engineer will make periodic visits to the Project site and prepare site visit reports at intervals appropriate to the various stages of construction to observe the progress and quality of the Contractor's work. It is assumed for estimation purposes that the Engineer will visit the site once per month for a total of fifteen (15) months. Based on the information obtained during such visits, the Engineer will endeavor to determine if the Contractor's work is proceeding in accordance with the Contract Documents. The purpose of such project site visits, and such observations is to keep the Owner generally informed of the progress of the Contractor's work and to determine if the completed work of the Contractor conforms in general to the line and grade shown in the Construction Contract Documents. The Engineer shall not, during such visits or as a result of such observations, supervise, direct, or have control over the Contractor's work nor shall the Engineer have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, for safety precautions and programs incident to the work of the Contractor or for any failure of the Contractor to comply with rules, regulations, ordinances, codes or orders applicable to the Contractor's performance of the work. The Contractor shall have sole authority over and responsibility for:
  - a. the means, methods, techniques, sequences, and procedures of construction,
  - b. safety precautions and programs incident to the construction, and
  - c. compliance with rules, regulations, ordinances, codes and orders applicable to the construction. The Engineer neither guarantees the performance of the Contractor nor assumes any responsibility for the Contractor's failure to furnish and perform its work in accordance with the Construction Contract Documents.
4. Review Contractor's Requests for Information (RFIs) and respond accordingly. Such clarifications and interpretations will be consistent with the intent and reasonably inferable from the Construction Contract Documents. Anticipate review of up to 12 RFIs.
5. Review and make recommendations to the Owner regarding change orders as appropriate and when directed by the Owner and prepare Change Orders as reasonably

- required. Preparation of Change Orders, which result from significant changes in the scope, extent, or character of the Project designed by the Engineer, is not included in this scope of services. Anticipate preparation of up to three (3) Change Orders.
6. Review samples, catalog data, schedules, submittals, shop drawings, laboratory, shop and mill tests of material and test equipment and other data as required by the Construction Contract Documents, but only for conformance with the design concept indicated in the Construction Contract Documents. Such reviews will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto. Engineer will prepare and maintain submittal log. Anticipate review of up to sixteen (16) submittals.
  7. Review Contractor's monthly pay request as needed after review and acceptance by the Owner's field representative.
  8. Upon notice from the Contractor that the Contractor's work is ready for its intended use, conduct, in company with the Owner's representative and the Contractor, a site visit to determine if the work is substantially complete. If the Owner and the Engineer consider the work substantially complete, issue a certificate of substantial completion containing a list of required tasks for the Contractor to complete prior to issuance of certificate of final completion. Conduct a final walk through together with the Owner and the Contractor to determine if the work has reached final completion so that the Engineer may recommend final payment to the Contractor. If appropriate, make recommendations to the Owner for final payment to the Contractor.
  9. Receive, review and transmit to the Owner Close-Out Documents, including maintenance and operating instructions, warranties and guarantees, close-out checklist items, marked up record documents received from the Contractor, which reflect field changes to the conformed documents. The Engineer will review the documents to ascertain, to the best of the Engineer's knowledge and belief, that the reflected field changes are complete and correct.
  10. Prepare Project record drawings incorporating compiled change orders and field changes that are received from the Owner and the Contractor. One (1) full size sets of prints, one (1) PDF of "Record Drawings," and one AutoCAD file will be submitted by the Engineer to the Owner.

**Task E Deliverables:**

- Meeting Minutes
- Submittal Review Responses
- RFI Responses
- Change Order Documentation
- Record Drawings

## II. Special Services

### A. GEOTECHNICAL INVESTIGATION (HVJ Associates, Inc.)

1. Subsurface Exploration: Investigate subsurface conditions and characterize soil at the project area. The exploration will consist of thirty (30) test borings to depths ranging from 10 to 35 feet deep, for total drilling footage of 550 feet. The borings will be completed with a truck-mounted rig, equipped with flight augers and sampling tools. Soil samples will be collected using Shelby tubes and/or split-spoon samplers. Field-testing of soil samples will include pocket penetrometer readings in the cohesive soils and Standard Penetration Tests (SPT) in cohesionless soils. The completed boreholes will be backfilled with soil cuttings and bentonite.
2. Laboratory Tests: Laboratory index tests will be performed on select soil samples recovered from the test borings. The index tests will include Atterberg limits, minus 200 sieve, moisture content, and unconfined compression tests. Corrosivity testing consisting of pH, sulfates, chlorides and resistivity tests will also be performed on select borings.
3. Engineering Report: Results of the field data and laboratory data will be used to develop design and construction recommendations for the proposed pipelines. A report will be prepared by an engineer specializing in soil mechanics after reviewing available design, boring and laboratory data. In general, the following items will be included in the report:
  - a. Site vicinity map,
  - b. Geology map,
  - c. Plan of borings,
  - d. Boring logs,
  - e. Field and Laboratory test results summary,
  - f. Recommendations for open-cut and trenchless installation of the utility lines,
  - g. Pipe bedding and backfill recommendations,
  - h. Corrosivity testing results,
  - i. General earthwork and select fill recommendations

Engineer will submit a draft Geotechnical Engineering Report to the City for review in the form one (1) PDF electronic copy. Engineer will address comments from the City and submit a final Geotechnical Engineering Report to the City in the form of one (1) PDF electronic copy.

4. Trenchless Design Recommendations: Based on the geotechnical investigation and results described in the Engineering Report, a Trenchless Design Recommendations Technical Memorandum will be developed in coordination with the proposed trenchless design locations. The Technical Memorandum will include an evaluation of trenchless construction methods and considerations to be used during the design phase. Engineer will submit a draft Trenchless Design Recommendations Technical Memorandum to the City for review in the form one (1) PDF electronic copy. Engineer will address comments from the City and submit a final Trenchless Design

Recommendations Technical Memorandum to the City in the form of one (1) PDF electronic copy.

B. ENVIRONMENTAL EVALUATION (CP&Y and Horizon Environmental Services, Inc.)

1. Threatened and Endangered Species Habitat Assessment

A habitat assessment and preliminary survey for federal Threatened and Endangered Species will be performed in the project areas.

- a. Perform a review of data from the U.S. Fish and Wildlife Service (USFWS), Texas Parks and Wildlife Department (TPWD) Natural Diversity Database (NDD), geologic maps, topographic maps, soil data, project aeriels, and other additional resources that may indicate the presence of potentially suitable threatened and endangered species habitat.
- b. Perform a field investigation to identify potentially suitable threatened and endangered species habitat within the project areas. Site conditions will be documented with regards to vegetation, soils, geology, and any observations of species or evidence of species in the vicinity of the project.

Note: If it is determined that presence-absent surveys or preparation of a Biological Assessment or Biological Evaluation and Section 10 consultation with USFWS would be required, these tasks would be completed under a supplemental agreement.

2. Cultural Resource Assessment

As the proposed project represents a publicly sponsored undertaking, the project sponsor is required to provide the Texas Historical Commission (THC), which serves as the State Historic Preservation Officer (SHPO) for the state of Texas, with an opportunity to review and comment on the project's potential to adversely affect historic properties listed on or considered eligible for designation as State Antiquities Landmarks (SAL).

- a. Perform basic archival research on the THC Texas Historic Sites Atlas and Texas Archeological Sites Atlas online databases, the Texas Archeological Research Laboratory (TARL), the General Land Office (GLO), the National Park Service's (NPS) online National Register Information System (NRIS), and/or other relevant archives for information on previous cultural resource investigations conducted in the vicinity of the project areas and previously recorded cultural resource sites and historic properties within and in the vicinity of the project areas. Desktop archival studies will examine a 1.0-mile radius surrounding the project areas.
- b. Review the abovementioned archives; historic, geological, and soil maps; and aerial surveys and photographs prior to initiating fieldwork to evaluate the potential for encountering significant cultural resources within the project areas.
- c. Develop and submit a consultation request letter summarizing the results of the background archival research and requesting the THC's official consultation to determine the scope of any further cultural resources investigations, such as intensive survey, that may be required to ensure the city's compliance with

applicable state and federal laws. Under state law, the THC has 30 days to review and respond to consultation requests.

If the THC determines that a cultural resources survey of the project areas is warranted based on its review of the preliminary consultation letter, further cultural resources investigations would be required and be completed under a supplemental agreement.

### 3. Water of the U.S. Determination

Wetlands, water bodies, regulated special aquatic sites, and other waters of the U.S. will be investigated in the project areas.

- a. Preliminary Data Collection: Obtain and review pertinent data to identify potential waters of the U.S. within the project areas. Sources include, but are not limited to aerial photographs, soil surveys, USFWS National Wetlands Inventory (NWI) maps, U.S. Geological Survey (USGS) topographic maps and National Hydrography Dataset (NHD), and Federal Emergency Management Agency (FEMA) maps.
- b. Field Delineation: Perform a field investigation to identify potential wetlands and other waters of the U.S. in the project areas. Delineations will be conducted in accordance with the 1987 Corps of Engineers Wetland Delineation Manual along with the 2010 Regional Supplement for the Great Plains Region. The ordinary high-water mark and wetland boundary, if present, will be mapped using a Global Positioning System (GPS) unit with sub-meter accuracy. If wetlands are encountered, a minimum of one soil station inside and outside the wetland boundary will be taken. Maps will be provided of all pertinent information collected during the desktop review and field visit.

If it is determined that Waters of the U.S. are impacted such that permitting and coordination with U.S. Army Corps of Engineers (USACE) is required, these tasks would be completed under a supplemental agreement.

### 4. Hazardous Material Initial Site Assessment

Conduct a hazardous materials initial site assessment to document the potential presence of hazardous materials and petroleum products that may pose a risk to construction of the proposed water and wastewater lines.

- a. Obtain a regulatory database search showing the location of known hazardous materials.
- b. Review current and historic aerial photography to determine the potential presence of hazardous materials in the project areas.
- c. Conduct an on-site visual inspection of the project areas to identify and assess recognized hazardous material sites.

### 5. Environmental Due Diligence Report

- a. Prepare Environmental Due Diligence Report that summarizes the results of the data collection, site visits and associated agency coordination/permitting



requirements for federally listed species, cultural resources, waters of the U.S., and hazardous materials. Report will also include overall environmental constraints exhibit. Engineer will submit a draft report to the City for review in the form one (1) PDF electronic copy. Engineer will address comments from the City and submit a final Environmental Due Diligence Report to the City in the form of one (1) PDF electronic copy. The Environmental Due Diligence Report will also be included in the Draft and Final PER deliverable as an Appendix.

## C. SURVEYING (CP&Y)

### 1. Topographic Survey

- a. Establish primary survey control monuments as inter-visible pairs at strategic locations along the project route. The coordinate values will be reconciled to NAD 83 Texas State Plane Coordinates. Central Zone 4203, US Survey feet and NAVD 88 for vertical control datums. These values will be derived from GPS SmartNet VMS observations at each point that include geographic positions of northing, easting and orthometric heights. A project combined scale factor will be derived from an average of the GPS observations at the three locations surveyed.
- b. Design and establish secondary control traverse as needed for boundary and topographic data gathering tasks.
- c. Perform differential level loops for installation of a benchmark system located at strategic locations on an approximate 800-foot intervals within the project limits.
- d. Collect spot elevations along the project route at a width of approximately 60 feet, at 100 foot intervals and visible grade breaks including back of curbs, driveways, visible utilities, drainage structures, centerline of roads, trees 8” and up, and any other hard surfaced improvements within the defined area, grade breaks, flowlines of watercourses, and other significant features relevant to the project, including existing inverts of sewer lines in the survey area. The collected data will include spot elevations and breaklines sufficient to generate and/or merge to a 1-foot contour interval DTM for the project.
- e. Deliverables will include an AutoCAD Civil3D file with break-lines and associated XML file. A DTM file processed to 1.0-foot contours will be provided and the associated spot point data in ASCII format. A list of benchmarks and project control coordinates will be included.
- f. Perform a “One Call” utility contact for marking of known underground utilities at the road crossings along the project route and locate the markings for depiction in the DTM file.
- g. Locate geotechnical bore holes horizontally and vertically within the project limits. This proposal assumes a separate trip for collecting this information.

### 2. Boundary Surveying

- a. Perform sufficient research of the affected properties to reconstruct the existing boundary lines from record information. Additionally, prepare a list of affected landowners with tract numbers, legal descriptions, etc. for use by the project team.

- b. Prepare a property schematic generated from record data for the total project to include a list of property owners.
- c. Perform sufficient survey field boundary surveying for the project length to locate the record boundaries developed in items 2.a. and 2.b. on the ground.
- d. Perform sufficient boundary analysis of the gathered field work to depict the reconstructed boundaries. Prepare metes and bounds descriptions with accompanying survey plats for ten (10) permanent easements along the project route. This scope of work assumes that Temporary Construction Easements will be referenced as adjacent to and parallel with the described permanent easement and will be handled as a statement within the metes and bounds descriptions. Other easements that may be required will be proposed as supplemental services. This scope of work does not include title review or property acquisition. Additional metes and bounds descriptions needed for the project will be considered additional services.

#### D. SUBSURFACE UTILITY ENGINEERING (CP&Y)

- 1. Utility Mapping (QL-C and QL-D SUE)
  - a. Perform Quality Level 'C' and 'D' (QL-C and QL-D) SUE in accordance with ASCE Standard 38-02 in the project location to assist with alignment evaluation.
  - b. One (1) site visit for the purpose of identifying surface features indicative of existing utilities.
  - c. City to provide GIS or CAD files of existing City-owned utility infrastructure.
  - d. Based on the findings of the SUE, provide a list of potentially impacted utility owners and contact information.
- 2. Utility Designating Services (QL-B SUE)
  - a. Perform Utility Designating Services, Quality Level 'B' (QL-B) SUE in accordance with ASCE Standard 38-02 at highway and roadway crossings, and specific locations along the alignment for the detailed evaluation of pipeline alignment design.
- 3. Test Holes (QL-A SUE)
  - a. Perform twelve (12) QL-A SUE potholes by vacuum excavation to locate existing utilities. Provide pothole data showing coordinates of location, ground elevation, utility depth, size and material. Pothole will be backfilled following completion. If additional potholes are needed for design, is will be completed under a supplemental agreement.

### III. Additional Services

- A. Engineer will develop at the request of the Owner any changes, alterations or modifications to the Project which appear to be advisable and feasible based on unexpected field conditions and in the best interest of the Owner.
- B. Work not described in the basic services must be approved by supplemental amendment to this Contract by the Owner before the Engineer undertakes it. If the Engineer is of the opinion that any work is beyond the scope of this Contract and constitutes additional work,

the Engineer shall promptly notify the Owner of that opinion, in writing. In the event the City finds that such work does constitute additional work, then the City shall so advise the Engineer, in writing, and shall provide extra compensation to the Engineer for the additional work as provided under a supplemental amendment.

#### **IV. Owner's Responsibilities**

- A. The following items are not included in the Engineer's scope. The Owner will do the following in a timely manner so as not to delay the services of the Engineer and will bear all costs incident thereto.
1. Owner will provide the Engineer with all criteria and full information as to the Owner's requirements for the Project, including study objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which the Owner will require to be included in the PER, Drawings and Specifications; and furnish copies of the Owner's standard forms, conditions, and related documents for Engineer to include in the Bidding Documents, when applicable.
  2. Owner will provide electronic copies of available and relative information, including the following:
    - a. GIS source layers available, including utility infrastructure, streets, property lines, and easements.
    - b. Record drawings and available pipe shop drawing submittals for pipelines proposed for connection and pipelines in the project area.
    - c. Reports identifying proposed pipe sizes.
    - d. Results of hydraulic modeling that may impact or revise the pipe size and/or alignment.
    - e. Known public projects and private development projects within subject area that may impact the project.
    - f. Topographic data.
  3. Owner shall provide requirements for shut down and tie-in procedures for connections in the vicinity of the water treatment plant.
  4. Owner will give prompt written notice to Engineer whenever the Owner observes or otherwise becomes aware of a hazardous environmental condition or of any other development that affects the scope or time of performance of Engineer's services, or any defect or nonconformance in Engineer's services or in the work of any Contractor.
  5. Owner will arrange for legal access and/or right-of-entry for Engineer and Subconsultants to enter upon public and private property as required to perform services under the Agreement. Engineer will not be responsible for acquiring Right-of-Entry permits.
  6. Owner will be responsible for the acquisition of Right of Way and/or Easement required for the proposed water line.

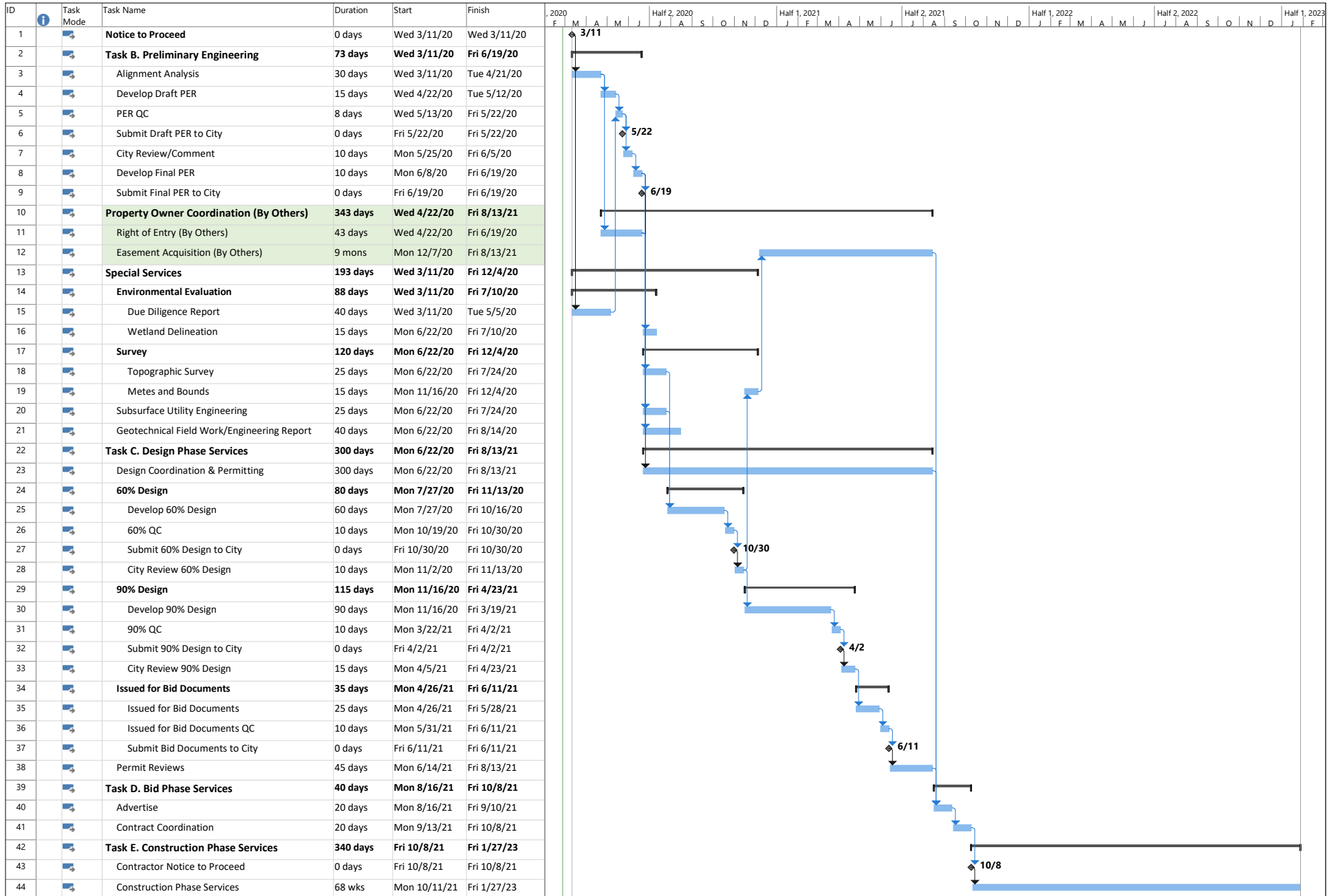
7. Owner will provide hydraulic modeling services as required for the design of the project.
8. Owner will examine all alternate solutions, studies, reports, sketches, drawings, specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto. Written review comments are to be delivered to the Engineer within fourteen (14) calendar days after receipt of each submittal.
9. Owner will advise Engineer of the general description of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review during the PER, design and construction of this Project.
10. Owner will provide necessary personnel and equipment for field verification of utility information critical to design of the project, as requested by the Engineer.
11. Owner will pay any permit application fees associated with the project. Owner will sign permits and all permits will be under the Owner's name.
12. Owner will provide construction inspection and Resident Project Representative (RPR) services.

**V. Project Schedule/Deliverables (See Attached)**

A. Notice to Proceed:	March 11, 2020
B. Environmental Due Diligence Report:	May 5, 2020
C. Draft PER Submittal:	May 22, 2020
D. Final PER Submittal:	June 19, 2020
E. Topographic Survey/SUE Complete:	July 24, 2020
F. Geotechnical Engineering Report:	August 14, 2020
G. 60% Design Submittal:	October 30, 2020
H. 90% Design Submittal:	April 2, 2021
I. Issued for Bid Documents Submittal:	June 11, 2021
J. Construction Notice to Proceed:	October 2021
K. Construction Completion:	January 2023

**VI. Fee Schedule**

- A. See attached.



Project: Weiss Lane Pecan Stree Date: Thu 2/27/20	Task	Project Summary	Manual Task	Start-only	Deadline	Progress
	Split	Inactive Task	Duration-only	Finish-only	Progress	Progress
	Milestone	Inactive Milestone	Manual Summary Rollup	External Tasks	Manual Progress	Progress
	Summary	Inactive Summary	Manual Summary	External Milestone	Manual Progress	Progress

**City of Pflugerville  
Weiss Lane/Pecan Street Water Line**

**FEE SUMMARY**

Task Description	CP&Y Cost	Subconsultant Cost - Geotech (HVJ)	Subconsultant Cost - Archeology (Horizon)	Total Cost
<b><u>I. BASIC SERVICES</u></b>				
A. PROJECT MANAGEMENT	\$ 41,252.00	\$ -	\$ -	\$ 41,252.00
B. PRELIMINARY ENGINEERING	\$ 85,526.00	\$ -	\$ -	\$ 85,526.00
C. DESIGN PHASE SERVICES	\$ 641,908.00	\$ 34,280.00	\$ -	\$ 676,188.00
D. BID PHASE SERVICES	\$ 29,066.00	\$ -	\$ -	\$ 29,066.00
E. CONSTRUCTION PHASE SERVICES EXPENSES	\$ 89,428.00 \$ 1,316.00	\$ - \$ -	\$ - \$ -	\$ 89,428.00 \$ 1,316.00
SUB-TOTAL BASIC ENGINEERING SERVICES	\$ 888,496.00	\$ 34,280.00	\$ -	\$ 922,776.00
<b><u>II. SPECIAL SERVICES</u></b>				
A. Geotechnical Engineering	\$ 7,600.00	\$ 68,210.00	\$ -	\$ 75,810.00
B. Environmental Evaluation	\$ 19,290.00	\$ -	\$ 1,000.00	\$ 20,290.00
C.1. Topographic Survey	\$ 78,112.00	\$ -	\$ -	\$ 78,112.00
C.2. Boundary Survey/Metes and Bounds Descriptions	\$ 15,800.00	\$ -	\$ -	\$ 15,800.00
D. Subsurface Utility Engineering	\$ 41,520.00	\$ -	\$ -	\$ 41,520.00
SUB-TOTAL SPECIAL SERVICES	\$ 162,322.00	\$ 68,210.00	\$ 1,000.00	\$ 231,532.00
<b>TOTAL (BASIC &amp; SPECIAL SERVICES &amp; EXPENSES)</b>				
	<b>\$ 1,050,818.00</b>	<b>\$ 102,490.00</b>	<b>\$ 1,000.00</b>	<b>\$ 1,154,308.00</b>
<b><u>ADDITIONAL SERVICES</u></b>				
A. None	\$ -	\$ -	\$ -	\$ -
SUB-TOTAL ADDITIONAL SERVICES	\$ -	\$ -	\$ -	\$ -
<b>GRAND TOTAL (BASIC, SPECIAL &amp; ADDITIONAL SERVICES, EXPENSES)</b>				
	<b>\$ 1,050,818.00</b>	<b>\$ 102,490.00</b>	<b>\$ 1,000.00</b>	<b>\$ 1,154,308.00</b>

**City of Pflugerville  
Weiss Lane/Pecan Street Water Line**

**Fee Breakdown - CP&Y Basic Services**

Project Phase	Task Description	Principal	QC Reviewer	Senior Engineer	Project Manager	Project Engineer	EIT	CAD Technician	Admin	Total Labor Hours	Total Direct Labor Costs	Sub Cost - HVJ (Breakdown Attached)	Total Cost by Phase
		\$250.00	\$200.00	\$195.00	\$180.00	\$150.00	\$120.00	\$110.00	\$66.00				
<b>I. BASIC SERVICES</b>													
<b>A.</b>	<b>PROJECT MANAGEMENT</b>												<b>\$ 41,252.00</b>
1.	Project Progress Meetings	8		20	20		20		10	78	\$ 12,560.00		
2.	Project Administration	4		24	72				18	118	\$ 19,828.00		
3.	Project Scheduling	2			34				34	70	\$ 8,864.00		
<b>B.</b>	<b>PRELIMINARY ENGINEERING</b>												<b>\$ 85,526.00</b>
1.	Data Review			4	4	4	8			20	\$ 3,060.00		
2.	Alignment Evaluation	2	4	32	24	32	48	48		190	\$ 27,700.00		
3.	Materials of Construction			8	4	4	8			24	\$ 3,840.00		
4.	Preliminary Engineering Report												
a.	Site Visits (2)			6	6		12			24	\$ 3,690.00		
b.	Draft PER	2	8	20	16	20	32		4	102	\$ 15,984.00		
c.	Final PER		2	4	4	8	12		2	32	\$ 4,672.00		
d.	PER Exhibits		4	24	8	8	24	96		164	\$ 21,560.00		
e.	Opinion of Probable Construction Cost		2	4	4	8	16			34	\$ 5,020.00		
<b>C.</b>	<b>DESIGN PHASE SERVICES</b>												<b>\$ 676,188.00</b>
1.	Design Phase Coordination and Permitting												
a.	TxDOT Permitting		2	16	24		32	16	8	98	\$ 13,968.00		
b.	Utility Coordination		2	8	24		32	16	4	86	\$ 12,144.00		
c.	TCEQ Permitting	2		4	2	4	4	4	2	22	\$ 3,292.00		
d.	Utility Easement Encroachment Permitting			8	8	16	24	4		60	\$ 8,720.00		
e.	Right of Way/Easement Coordination			8	8	16	16	4		52	\$ 7,760.00		
f.	Pflugerville ISD Coordination			4	8	4	8	4		28	\$ 4,220.00		
g.	Public Works/Parks Department Coordination			8	8	8	8	4		36	\$ 5,600.00		
h.	Developer Coordination			12	12		12			36	\$ 5,940.00		
2.	60% Plans and Construction Documents												
a.	Phasing Plan Coordination	2		16	8	16	16	8		66	\$ 10,260.00		
b.	Cover, Layout, Boundary Map, General Notes			12	8	4	16	24		64	\$ 8,940.00		
c.	Traffic Control Sheets			20	10	20	40	40		130	\$ 17,900.00		
d.	Erosion/Sedimentation Control Sheets			22	12	22	44	44		144	\$ 19,870.00		
e.	Plan and Profile Sheets - Weiss Lane/Pecan Street Water Line	4		84	112	112	224	336		872	\$ 118,180.00		
f.	Plan and Profile Sheets - Water Lines to Convert East PZ to 800 PZ	4		48	64	64	128	192		500	\$ 67,960.00		
g.	Standard Detail Sheets			4	12		12	8		36	\$ 5,260.00		
h.	Identify Project Specific Details			4	12		12	8		36	\$ 5,260.00		
i.	Specifications Table of Contents and Special Specifications Draft	2		12	4	4	20		2	44	\$ 6,692.00		
j.	Opinion of Probable Construction Cost	2		6	6	8	24			46	\$ 6,830.00		
k.	Perform Internal QA/QC of 60% Project Documents	2	24	16	8	8	16	20		94	\$ 15,180.00		
3.	90% Plans and Construction Documents												
a.	Incorporate City's 60% Design Comments			4	4		16	24		48	\$ 6,060.00		
b.	Prepare Construction Sequencing Plan	2		8	8	16	24	16		74	\$ 10,540.00		
c.	Cover, Layout, Boundary Map, General Notes			4	2	4	4	8		22	\$ 3,100.00		
d.	Traffic Control Sheets	2		8	6	16	32	32		96	\$ 12,900.00		
e.	Erosion/Sedimentation Control Sheets	2		12	8	16	24	32		94	\$ 13,080.00		
f.	Plan and Profile Sheets - Weiss Lane/Pecan Street Water Line	2		84	56	112	168	280	28	730	\$ 96,568.00		
g.	Plan and Profile Sheets - Water Lines to Convert East PZ to 800 PZ	2		48	32	64	96	160	16	418	\$ 55,396.00		
h.	Trenchless Pipeline Design	2		24	12	12	12	32		94	\$ 14,100.00	\$ 34,280.00	
i.	Scour Analysis - Wilbarger Creek			8	2	16	24			50	\$ 7,200.00		
j.	Standard Detail Sheets			4	12		12	8		36	\$ 5,260.00		
k.	Project Specific Detail Sheets	2		4	12		12	8		38	\$ 5,760.00		
l.	Technical Specifications	2		6	8		12		8	36	\$ 5,078.00		
m.	Opinion of Probable Construction Cost			2	6		16			24	\$ 3,390.00		
n.	Perform Internal QA/QC of 90% Project Documents	2	24	16	8	8	16	16		90	\$ 14,740.00		
4.	Issued for Bid Plans and Construction Documents												
a.	Incorporate 90% Comments into final documents			4	4		16	24		48	\$ 6,060.00		
b.	Prepare Plans and Contract Documents for Bidding	2	16	40	24	40	60	88		270	\$ 38,700.00		
										<b>5,474</b>	<b>\$ 768,686.00</b>	<b>\$ 34,280.00</b>	<b>\$ 802,966.00</b>

**City of Pflugerville  
Weiss Lane/Pecan Street Water Line**

**Fee Breakdown - CP&Y Basic Services**

Project Phase	Task Description	Principal	QC Reviewer	Senior Engineer	Project Manager	Project Engineer	EIT	CAD Technician	Admin	Total Labor Hours	Total Direct Labor Costs	Total Cost by Phase
		\$250.00	\$200.00	\$195.00	\$180.00	\$150.00	\$120.00	\$110.00	\$66.00			
<b>I. BASIC SERVICES</b>												
<b>D.</b>	<b>BID PHASE SERVICES</b>											<b>\$ 29,066.00</b>
1.	Coordinate Bid Advertising				2	2	4			8	\$ 1,140.00	
2.	Pre-Bid Meeting			4	4	4	8		2	22	\$ 3,192.00	
3.	Contractor Questions and Addenda	2	2	16	16	16	16	16	8	92	\$ 13,508.00	
4.	Review Low Bidder Qualifications			4	4	4	8		2	22	\$ 3,192.00	
5.	Recommend Award of Contract			2	4		4			10	\$ 1,590.00	
6.	Prepare Conformed Documents		2	4	4	4	16	16	4	50	\$ 6,444.00	
<b>E. CONSTRUCTION PHASE SERVICES</b>												
1.	Pre-Construction Conference			4	4		8		4	20	\$ 2,724.00	
2.	Monthly Progress Meetings			8	32		32		16	88	\$ 12,216.00	
3.	Site Visits			16	32		32			80	\$ 12,720.00	
4.	RFI Responses	2	4	16	16		32	16	8	94	\$ 13,428.00	
5.	Change Orders	2	4	8	8		20	24	8	74	\$ 9,868.00	
6.	Submittal Reviews	2		16	16		48			82	\$ 12,260.00	
7.	Review Monthly Pay Requests				16		16		10	42	\$ 5,460.00	
8.	Final Inspection and Recommendation	2		4	12		12		4	34	\$ 5,144.00	
9.	Contractor Close-Out Coordination			8	8		16		8	40	\$ 5,448.00	
10.	Record Drawings		8		8	8	20	32		76	\$ 10,160.00	
										<b>834</b>	<b>\$ 118,494.00</b>	<b>\$ 118,494.00</b>



**City of Pflugerville  
Weiss Lane/Pecan Street Water Line**

**Fee Breakdown - Special Services**

Project Phase	Task Description	Principal	QC Reviewer	Senior Engineer	Project Manager	Project Engineer	EIT	Senior Technician	CAD Technician	Admin	Senior Biologist	Field Biologist	2-Man SUE Crew	Total Labor Hours	Total CP&Y Direct Labor Costs	QL-A Pothole (per Each)	Sub/ Special Service Cost	Total Cost by Phase
		\$250.00	\$200.00	\$195.00	\$180.00	\$150.00	\$120.00	\$125.00	\$110.00	\$66.00	\$145.00	\$90.00	\$165.00		\$1,950.00			
<b>II. Special Services</b>																		
<b>A.</b>	<b>GEOTECHNICAL ENGINEERING</b>																	<b>\$ 75,810.00</b>
1.	Subsurface Exploration				2		4		4					10	\$ 1,280.00	\$ -	\$ 35,220.00 <sup>1</sup>	
2.	Laboratory Tests													0	\$ -	\$ -	\$ 10,570.00 <sup>1</sup>	
3.	Engineering Report		2	8	4		4							18	\$ 3,160.00	\$ -	\$ 15,380.00 <sup>1</sup>	
4.	Trenchless Design Recommendations		2	8	4		4							18	\$ 3,160.00	\$ -	\$ 7,040.00 <sup>1</sup>	
<b>B.</b>	<b>ENVIRONMENTAL EVALUATION</b>																	<b>\$ 20,290.00</b>
1.	Endangered Species Habitat Assessment				2				6		2	20		30	\$ 3,110.00	\$ -	\$ -	
2.	Cultural Resources Assessment				1					6	4			11	\$ 1,156.00	\$ -	\$ 1,000.00 <sup>2</sup>	
3.	Waters of the U.S. Determination				2				6		2	16		26	\$ 2,750.00	\$ -	\$ -	
4.	Hazardous Materials Site Assessment				1				2		4	11		18	\$ 1,970.00	\$ -	\$ -	
5.	Environmental Due Diligence Report		4		2				24	4	12	50		96	\$ 10,304.00	\$ -	\$ -	
<b>C.</b>	<b>SURVEYING</b>																	<b>\$ 93,912.00</b>
1.	Topographic Survey		2		8	4	4		4					22	\$ 3,360.00	\$ -	\$ 74,752.00 <sup>3</sup>	
2.	Boundary Surveying/Metes and Bounds (10)				10									10	\$ 1,800.00	\$ -	\$ 14,000.00 <sup>3</sup>	
<b>D.</b>	<b>SUBSURFACE UTILITY ENGINEERING</b>																	<b>\$ 41,520.00</b>
1.	Utility Mapping (QL-C and QL-D)		2		2		4	24	8					40	\$ 5,120.00	\$ -	\$ -	
2.	Utility Designating Services (QL-B)		2		4			8	20				48	82	\$ 12,240.00	\$ -	\$ -	
3.	Test Holes (QL-A) (12)		2		2									4	\$ 760.00	\$ 23,400.00	\$ -	
														<b>385</b>	<b>\$ 50,170.00</b>	<b>\$ 23,400.00</b>	<b>\$ 157,962.00</b>	<b>\$ 231,532.00</b>

<sup>1</sup> HVJ Associates, Inc. (Breakdown Attached)

<sup>2</sup> Horizon Environmental Services, Inc.

<sup>3</sup> Separate CP&Y Survey Breakdown Attached

**City of Pflugerville  
Weiss Lane/Pecan Street Water Line**

**Expenses**

Expense Item	Unit	Unit Cost	Amount	Total Cost
8 1/2" X 11" B/W Paper Copies	sheet	\$ 0.10	1,400	\$ 140.00
11" X 17" B/W Paper Copies	sheet	\$ 0.15	760	\$ 114.00
8 1/2" X 11" Color Paper Copies	sheet	\$ 0.25	200	\$ 50.00
11" X 17" Color Paper Copies	sheet	\$ 0.50	50	\$ 25.00
Express Mail (Standard)	each	\$ 15.00	2	\$ 30.00
Mileage	mile	\$ 0.58	650	\$ 377.00
GPS Rental	day	\$ 80.00	1	\$ 80.00
HazMat Database Search	each	\$ 500.00	1	\$ 500.00
<b>TOTAL DIRECT EXPENSES</b>				<b>\$ 1,316.00</b>

**Geotechnical Investigation**  
**Pflugerville Weiss Lane/Pecan Street Water Line Project**  
**CP&Y**  
**HVJ SCTx Proposal No. AG 20 10033**

**Geotechnical Field Investigation - Drilling and Soil Sampling**

Mobilization/Demobilization - Austin	1	@	\$450.00	per mobilization	\$450.00
Drilling & Sampling- Soils	520	@	\$18.00	per foot	\$9,360.00
Drilling & Sampling- Rock	50	@	\$28.00	per foot	\$1,400.00
Shelby Tube (Thin Wall)	220	@	\$20.00	each	\$4,400.00
Standard Penetration Tests (SPT)	30	@	\$20.00	each	\$600.00
Backfilling Soils	570	@	\$8.00	per foot	\$4,560.00
Traffic Control	3	@	\$1,500.00	each day	\$4,500.00
Logging EIT	80	hr @	\$95.00	per hour	\$7,600.00
Utility Clearance and Permit Coordination-EIT	20	hr @	\$95.00	per	\$1,900.00
Vehicle Trip	9	@	\$50.00	each	\$450.00
				<b>Sub Total</b>	<b>\$35,220.00</b>

**Laboratory Testing - Standard**

Moisture Content	48	@	\$20.00	each	\$960.00
Atterberg Limits	48	@	\$70.00	each	\$3,360.00
#200 Sieve Analysis	48	@	\$50.00	each	\$2,400.00
Unconfined Compressive Strength Tests Soil	30	@	\$65.00	each	\$1,950.00
Unconfined Compressive Strength Tests Rock	4	@	\$75.00	each	\$300.00
Corrosivity Testing (pH, Sulfate, Chloride and Resistivity)	4	@	\$400.00	each	\$1,600.00
				<b>Sub Total</b>	<b>\$10,570.00</b>

**Geotechnical Engineering & Reporting**

Principal, PE	4	hr @	\$220.00	hr	\$880.00
Senior Engineer, PE	8	hr @	\$155.00	hr	\$1,240.00
Project Engineer, PE	42	hr @	\$130.00	hr	\$5,460.00
Staff Engineer II, EIT	74	hr @	\$95.00	hr	\$7,030.00
Project Administrator	14	hr @	\$55.00	hr	\$770.00
				<b>Sub-Total</b>	<b>\$15,380.00</b>

**TOTAL      \$61,170.00**

<b>Trenchless Engineering Design</b>					
Principal, PE	40	hr @	\$220.00	hr	\$8,800.00
Special Consultant, PG, PE	128	hr @	\$220.00	hr	\$28,160.00
Project Engineer, PE	20	hr @	\$130.00	hr	\$2,600.00
Project Administrator	32	hr @	\$55.00	hr	\$1,760.00
				<b>Sub-Total</b>	<b>\$41,320.00</b>

**TOTAL      \$102,490.00**

## CP&Y Survey Cost Breakdown

Pecan Street and Weiss Lane Pflugerville, Texas					
Topographic Survey					
Tasks	Classification	Hours	Rate	Cost	Totals
Project management	Project Manager	8	\$200.00	\$1,600	\$1,600
Project Management	RPLS	36	\$150.00	\$5,400	\$5,400
Right-of-way analysis	RPLS	36	\$150.00	\$5,400	\$5,400
Topo review	RPLS	24	\$150.00	\$3,600	\$3,600
Right-of-way coordination	Sr. CAD Technician	12	\$126.00	\$1,512	\$1,512
Texas811	Sr. CAD Technician	4	\$126.00	\$504	\$504
Topo	Sr. CAD Technician	60	\$126.00	\$7,560	\$7,560
Right-of-way/deed research	Sr. CAD Technician	50	\$126.00	\$6,300	\$6,300
Field Check	Sr. CAD Technician	20	\$126.00	\$2,520	\$2,520
Manholes	Sr. CAD Technician	20	\$126.00	\$2,520	\$2,520
	Administrative Assist	4	\$84.00	\$336	\$336
<b>Professional Office Staff Subtotal</b>					<b>\$37,252</b>
Look for right-of-way monuments	2-man Survey Party	30	\$150.00	\$4,500	\$4,500
Look for rear corners	2-man Survey Party	30	\$150.00	\$4,500	\$4,500
Topo	2-man Survey Party	130	\$150.00	\$19,500	\$19,500
Manholes	2-man Survey Party	40	\$150.00	\$6,000	\$6,000
Set Control	2-man Survey Party	20	\$150.00	\$3,000	\$3,000
<b>Field Work Subtotal</b>					<b>\$37,500</b>
<b>Topographic Survey Total</b>					<b>\$74,752</b>
Boundary Survey	Note	Each	Rate		
Metes & Bounds Description with Sketch		10	\$1,400.00	\$14,000.00	
<b>Boundary Survey Total</b>					<b>\$14,000</b>
<b>Survey Total</b>					<b>\$88,752</b>