

**PROFESSIONAL SERVICES AGREEMENT
FOR
STREET RECONSTRUCTION PACKAGE 3**

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 CobbFendley & Associates, Inc. (“Consultant”), both of which may be referred to herein singularly as “Party” or collectively as the “Parties.”

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

I. DEFINITIONS

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

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

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

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

II. TERM

2.1 This agreement shall become effective upon execution by the City and shall remain in effect until satisfactory completion of the Scope of Work unless terminated as provided for in this Agreement.

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

III. SCOPE OF SERVICES

Consultant agrees to provide the services described in this Article III entitled Scope of Services in exchange for the compensation described in Article IV. Compensation. Scope of Services are detailed in 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 Five hundred twenty thousand, seven hundred fifteen dollars and sixty-one cents (\$520,715.61) as total compensation, to be paid to Consultant as further detailed in Exhibit 1.

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

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

V. OWNERSHIP OF DOCUMENTS

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

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

VI. RECORDS RETENTION

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

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

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

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

VII. TERMINATION

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

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

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

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

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

7.4.1 Bankruptcy or selling substantially all of company's assets

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

7.4.3 Performing unsatisfactorily

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

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

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

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

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

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

VIII. NOTICE

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

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

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

IX. INSURANCE

9.1 Prior to the commencement of any work under this Agreement, Consultant shall furnish copies of all required endorsements and an original completed Certificate(s) of Insurance to the City, which shall be clearly labeled “*Street Reconstruction Package 3*” 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 General (Public) Liability to include coverage for: Premises/Operations	1,000,000 per occurrence, 2,000,000 general aggregate Or	City to be listed as additional insured and provide 30 days' notice of cancellation or material change in coverage
Products/ Completed Operations	2,000,000 combined single coverage limit	City to be provided a waiver of subrogation
Independent Contractors		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: aci consulting, Altura Solutions, American Structurepoint, Inc., and Arias & Associates, Inc. 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; (ii) will not boycott Israel during the term of the contract; (iii) does not boycott energy companies; (iv) will not boycott energy companies during the term of the contract; (v) does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and (vi) will not discriminate during the term of the contract against a firearm entity or firearm trade association (Texas Government Code, Chapter 2271.002; 2274.002).


Company hereby verifies that it does not boycott Israel, and agrees that, during the term of this agreement, will not boycott Israel as this term is defined in the Texas Government Code, Section 808.001, as amended. Company hereby verifies that it does not boycott energy companies, and agrees that, during the term of this agreement, will not boycott energy companies as this term is defined in Texas Government Code, Section 809.001, as amended. Company hereby verifies that it does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association, and agrees that, during the term of this agreement, will not discriminate against a firearm entity or firearm trade association as those terms are defined in Texas Government Code, Section 2274.001, as amended.

Further, Company 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 Organizations.

EXECUTED and **AGREED** to as of the dates indicated below.

**CITY OF
PFLUGERVILLE**

CONSULTANT
CobbFendley & Associates, Inc.

<hr/> <i>(Signature)</i>	 <hr/> <i>(Signature)</i>
Printed Name: <u>Sereniah Breland</u>	Printed Name: <u>Dan Warth</u>
Title: <u>City Manager</u>	Title: <u>Executive Vice President</u>
Date: _____	Date: <u>1/6/2022</u>

APPROVED AS TO FORM:

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

Attachment “A”

Scope of Services

Fee Summary for Professional Services

Proposed Project Schedule

EXHIBIT 1

CITY OF PFLUGERVILLE

Street Reconstruction Package 3 – Algreg Street, Butler National Drive, Dalshank Street, Diablo Drive, Grand National Avenue, Mashburn Street, Option Avenue, Rowe Loop and Sullivan Street

SCOPE OF SERVICES – 60%, 90% DESIGN PLANS and FINAL PS&E, BIDDING, and CONSTRUCTION PHASE SERVICES

Project Understanding

The work to be performed by CobbFendley & Associates (CF) under this contract will consist of providing preliminary engineering, 60%, 90% design plans and final PS&E, bidding, and construction phase services for the reconstruction of Algreg Street, Butler National Drive, Dalshank Street, Diablo Drive, Grand National Avenue, Mashburn Street, Option Avenue, Rowe Loop and Sullivan Street.

The project consists of the following improvements:

- Roadway reconstruction design for Industrial and Residential streets
 1. Reclaim/Replace
 - Industrial
 - Dalshank Street from FM 685 to Mashburn Street – 670 LF
 - Option Avenue – 250 LF
 - Sullivan Street from FM 685 to Mashburn Street – 355 LF
 - Residential
 - Diablo Drive from Misty Shore Lane to Vitamoura – 930 LF
 2. Mill and Overlay/Mill, Geogrid and Overlay
 - Industrial
 - Algreg Street from Dalshank Street to Rowe Lane – 1,500 LF
 - Mashburn Street from Dalshank Street to Sullivan Street – 1,200 LF
 - Residential (Typical)
 - Butler National Avenue from Kennemer Drive to Diablo Drive – 1,200 LF
 - Diablo Drive from Misty Shore Lane to Vitamoura – 2,800 LF
 - Residential (Large Lot)
 - Rowe Loop – 5,000 LF
 3. Crack Seal/Fog Seal
 - Industrial (4,330 LF)
 - Sullivan Street from FM 685 to Mashburn Street – 355 LF
 - Residential (Typical) (6,900 LF)
 - Butler National Avenue from Kennemer Drive to Diablo Drive – 1,200 LF
 - Diablo Drive from Misty Shore Lane to Vitamoura – 1,870 LF
 - Grand National Avenue – 1,700 LF
- Environmental Investigation, Survey, Geotechnical Investigations and Report, TDLR/TAS Compliance Review/Inspections and Utility Coordination
- 4 Public Meetings

Below is a detailed description of the scope of services.

- I. Design Phase
 - A. Preliminary Engineering Phase
 1. Kickoff meetings/

- i. CF will conduct a Kickoff meeting with the client upon receipt of the Notice to Proceed
 - ii. CF will conduct an internal kickoff meeting
 - iii. CF will hold a kickoff meeting with subconsultants
 - 2. CF will perform a site visit to each roadway to evaluate each street with the assistance of the Geotech to determine the repair recommendation methods for each street.
 - 3. CF will perform a Utility Coordination (UC) investigation to determine the location of existing utilities along each street
 - 4. Geotech (Arias) with CF will review existing pavement reports (Pavement Conditions analysis Report) and others as applicable. Arias will perform a site visit with CF to review the existing pavement conditions to determine the repair recommendation method(s) (Reclaim, Replace, Crack Seal, Fog Seal, Mill and Overlay, Mill, Geogrid and Overlay) for each street, the typical pavement section(s) needed to address the recommended repair methods, and potential methods to control base and subgrade moisture.
 - 5. TDLR/TAS (Altura) will perform a site visit to review the condition of the existing sidewalks to determine if any sidewalks/ADA ramps are salvageable. Altura will make recommendations to the design team for needed remediations/upgrades to the sidewalks/ADA ramps.
 - 6. CF will conduct a Preliminary Design Workshop to review the roadway, Geotech and sidewalk recommendations to determine a rehabilitation strategy for each street with the goal of bringing each street up to the standards for a Local Road from the Pflugerville Transportation Master Plan.
 - 7. Public Outreach
 - i. CF will prepare exhibits on an aerial map showing design alternatives to present to the public and obtain input.
 - ii. CF will support City, City to facilitate conducting a Public Meeting to present the initial repair plan to the residential neighborhood associations and receive their input.
 - iii. CF will support City, City to facilitate stakeholder meeting in the industrial area with business owners to present the initial repair plan and receive stakeholder input.
 - 8. Tech Memo - CF will prepare a tech memo summarizing the findings and recommendations of the roadway design, Geotech, TDLR/TAS (Altura), UC and public involvement.
- B. Plan Production. CF will submit plans for review at the 60%, 90%, and 100% Final completion stages for each roadway. The plans will include the following plan sheets:
 - 1. Cover Sheet (1 sheet).
 - 2. General Notes (2 sheets).
 - 3. Typical Sections (2 sheets).
 - 4. Traffic Control Plans. Traffic control narrative to be provided at 60% submittals. Full traffic control plans will be provided at 90% and 100% Final submittals.
 - a. Traffic Control Plan Phasing (1 Sheet)
 - b. Traffic Control Plan Typical Sections (2 sheets per street =18 sheets)
 - c. Traffic Control Layouts - anticipate 2 phases
 - 5. Removal Plans. (18 sheets).
 - Industrial
 - i. Algreg Street (1,500 L:F) – No removal plan work for this segment of streets due to mill and overlay.
 - ii. Dalshank Street (670 LF) – 2 sheets
 - iii. Mashburn Street (1,200 LF) – No removal plan work for this segment of streets due to mill and overlay/crack seal/fog seal.

- iv. Option Avenue (250 LF) – 1 sheet
- v. Sullivan Street (710 LF) – 2 sheets

Residential (Typical)

- vi. Butler National Avenue (2,400 LF) – 6 sheets
- vii. Diablo Drive (2,800 LF) – 7 sheets
- viii. Grand National Avenue (1,700 LF) – No removal plan work for this segment of streets due to mill and overlay/crack seal/fog seal.

Residential (Large Lot)

- ix. Rowe Loop. (5,000 LF) –The design for Rowe Loop is being performed by American Structurepoint. No removal plan work for this segment of streets due to mill and overlay.

- 6. Horizontal/Vertical Alignment Data (2 sheets).
- 7. Roadway Plan Layout (1" = 50' on 11"x17") The pavement repair methods listed below are assumptions that will be verified in the preliminary phase. CF is providing plan view only with callouts and typical sections for each street, including stop bars as are existing. The design for Rowe Loop is being performed by American Structurepoint. Altura will review the plans for compliance with Chapter 469 of the Texas Government Code, State of Texas Architectural Barriers Act to verify compliance with the Texas Accessibility Standards (TAS) during the design phase.

Industrial

- i. Algreg Street (Mill and Overlay - 1,500 L:F) – No roadway plan work for this segment of streets due to mill and overlay. All roadway elements will be displayed through typical sections.
- ii. Dalshank Street (Reclaim or Replace – 670 LF) – 2 sheets
- iii. Mashburn Street (Mill and Overlay/Crack Seal/Fog Seal - 1,200 LF) – 3 sheets
- iv. Option Avenue (Reclaim or Replace – 250 LF) – 1 sheet
- v. Sullivan Street (Reclaim or Replace/Crack Seal/Fog Seal – 710 LF) – 2 sheets

Residential (Typical)

- vi. Butler National Avenue ((Mill, Geogrid and Overlay/Crack Seal/Fog Seal - 2,400 LF) – 6 sheets
- vii. Diablo Drive (Replace, Crack Seal/Fog Seal – 2,800 LF) – 7 sheets
- viii. Grand National Avenue (Crack Seal/Fog Seal – 1,700 LF) – 4 sheets

Residential (Large Lot)

- ix. Rowe Loop ((Mill and Overlay - 5,000 LF) The design for Rowe Loop is being performed by American Structurepoint. No roadway plan work for this segment of streets due to mill and overlay. All roadway elements will be displayed through typical sections.

- 8. Driveway Plan Layout with profiles – estimate 25 driveways throughout project – 13 sheets

Industrial

- i. Algreg Street (1,500 LF) - No replacement
- ii. Dalshank Street (670 LF) – No replacement
- iii. Mashburn Street (1,200 LF) - 8 of 12 replaced
- iv. Option Avenue (250 LF) – No replacement
- v. Sullivan Street (710 LF) 3 of 6 replaced

Residential (Typical)

- vi. Butler National Avenue (2,400 LF) – No replacement
- vii. Diablo Drive (2,800 LF) – 14 of 40 replaced
- viii. Grand National Avenue (1,700 LF) – No replacement

Residential (Large Lot)

- ix. Rowe Loop. (55,000 LF) – The design for Rowe Loop is being performed by American Structurepoint. – No replacement

9. Roadway Cross Sections. 50' intervals showing roadway cross-slope, grade at roadway Centerline, grade at gutter, top of curb, back of curb, and sidewalk (if existing). To be provided at 60%, 90% and 100% Final submittals.

Industrial

- i. Algreg Street (1,500 L:F) – No cross section sheets for mill and overlay work.
- ii. Dalshank Street (670 LF) – 5 sheets
- iii. Mashburn Street (1,200 LF) – No cross section sheets for mill and overlay/crack seal/fog seal work.
- iv. Option Avenue (250 LF) – 2 sheets
- v. Sullivan Street (710 LF) – 5 sheets

Residential (Typical)

- vi. Butler National Avenue (2,400 LF) – 16 sheets
- vii. Diablo Drive (2,800 LF) – 19 sheets
- viii. Grand National Avenue (1,700 LF) – No cross section sheets for mill and overlay/crack seal/fog seal work.

Residential (Large Lot)

- ix. Rowe Loop. (5,000 LF) – The design for Rowe Loop is being performed by American Structurepoint. No cross section sheets for mill and overlay work.

10. Drainage Plans. Drainage system to meet City of Pflugerville ordinances and Engineering Design Manual for reclaimed/replaced streets listed below will be prepared and the roadside ditches and driveway culverts on the industrial streets will be analyzed for the Atlas14 runoff using HY-8 or hydraflow. The culvert at Dalshank will be analyzed for the Atlas14 runoff using HY-8 or hydraflow. The residential streets will be analyzed for the Atlas14 runoff using HY-8 or hydraflow to determine the capacity of the existing drainage systems.

- a. Drainage Area Map - 1 Sheet
- b. Hydrology and Hydraulic Data Sheets as listed per Street below will be prepared and the roadside ditches and driveway culverts on the industrial streets will be analyzed for the Atlas14 runoff using HY-8 or hydraflow. The culvert at Dalshank will be analyzed for the Atlas14 runoff using HY-8 or hydraflow
- c. Culvert Layout sheet. – 1 Sheet The culvert at Dalshank will be analyzed for the Atlas14 runoff using HY-8 or hydraflow.

Industrial

- i. Dalshank Street (Reclaim or Replace – 670 LF) – 2 sheets
- ii. Option Avenue (Reclaim or Replace – 250 LF) – 1 sheet
- iii. Sullivan Street (Reclaim or Replace/Crack Seal/Fog Seal – 710 LF) – 2 sheets

Residential (Typical)

- iv. Diablo Drive (Replace, Crack Seal/Fog Seal – 2,800 LF) – 7 sheets – Due to the limited amount of replacement pavement anticipated (900 LF), no new storm sewer design is anticipated for this roadway.

11. SW3P Narrative – 1 Sheet

12. ESC Layouts - The design for Rowe Loop is being performed by American Structurepoint.

Industrial

- i. Algreg Street – 2 sheets
- ii. Dalshank Street – 2 sheets
- iii. Mashburn Street – 2 sheets
- iv. Option Avenue – 1 sheet
- v. Sullivan Street – 2 sheets

Residential (Typical)

- vi. Butler National Avenue – 2 sheets
- vii. Diablo Drive – 2 sheets

- viii. Grand National Avenue – 1 sheet
Residential (Large Lot)
 - ix. Rowe Loop. (5,000 LF) – 6 Sheets
- 13. Standard Details (2 sheets for TCP details, 2 sheets for roadway details, 1 sheet for drainage details, 2 sheets for E/S details). To be provided at 90% and 100% Final submittals.
- C. Specifications and Project Manual. CF will prepare the project manual and contract documents. Front end documents will be provided by the City of Pflugerville. CF will use City of Pflugerville standard specifications where applicable and supplement with City of Austin Standard Specifications and Special Specifications where required. A list of relevant specifications will be included with the 60% submittal. A full project manual will be included with 90% and 100% Final submittals.
- D. Quantity Take Off / Cost Estimate. CF will provide a quantity take off and cost estimate at each design submittal with decreasing levels of contingency as design progresses.
- E. TxDOT Coordination. CF will coordinate with TxDOT on the tie-in to SH130 ROW. This proposal assumes that the permit required will be a Driveway Permit.
- F. QA/QC. CF will engage senior design personnel to perform outside quality control reviews at each submittal. A Quality Assurance Manager will oversee the QA/QC program for the project.
- G. Project Coordination / Review Meetings. This scope assumes that a coordination/review meeting will be attended at the conclusion of each design submittal to review progress and comments. (4 meetings) This also includes time for monthly project management duties.
- H. Environmental Permitting. Refer to the attached scope of services from aci consulting for scope required for environmental permitting.
- I. Prepare submittals. CF will deliver 3 sets of 11"x17" plans and 3 project manuals for each submittal as well as an electronic copy in PDF format.

EXCLUSIONS

1. Signage and striping are not being addressed for all streets (except Rowe Loop) since this is a roadway reconstruction project and no signs are being impacted by the construction.
2. Logistics associated with holding the public meetings. CF's involvement is defined in the sections above. Mailers, website development, public signage placement, meeting set-up and supplies, and other outreach efforts are not included in this scope.
3. Design and analysis for new storm sewer improvements or upgrades to the existing storm sewer system are not included in this scope except as listed in 1.B.10 above.

II. SURVEY SCOPE OF SERVICES

The project is described as a proposed Topographic and Right-of-Way Survey of approximately 16,230 linear feet of right-of-Way associated with Grand National Avenue, Rowe Loop, Algreg Street, Sullivan Street, Option Avenue, Dalshank Street, Mashburn Street, Butler National Drive, and Diablo Road in the City of Pflugerville, Williamson County Texas. Project limits are within the right-of-way as shown on Exhibit "A" below.

A. SURVEY – CONTROL

1. CF will utilize the VRS system and GPS equipment to establish horizontal and vertical survey control for the project site. Survey Control will be based on the Texas State Plane Coordinate System, Central Zone, NAD 83 (2011), NAVD 88, Grid Coordinates.

2. CF will establish up to eight (8) survey control points along the proposed alignments, for construction purposes.
3. The Horizontal and Vertical Control established for this project, will be tied to any local survey control that may exist on-site and be provided by client.

B. TSPS CATEGORY 6, CONDITION 2 (Urban), TOPOGRAPHIC SURVEY

1. A field survey will be performed meeting the requirements of a **Texas Society of Professional Surveyors (TSPS), Manual of Practice for Requirements for Category 6, Condition 2 (Urban) – Topographic Survey** and the minimum survey standards promoted by the Texas Board of Professional Engineers and Land Surveyors.
2. It is anticipated data will be collected within the right-of-way limits of the areas shown on attached Exhibit "A". Survey limits for Cross Streets will extend a minimum distance of 50 feet.
3. A topographic survey will be performed which will include, but not be limited to: 1-foot contours, data will be collected on a 50' grid with natural ground, grade breaks, edge of concrete structures, overhead power, telephone or signal lines, buried cable markers or signs, above ground visible evidence of underground lines, power poles, guy anchors, and other important features / grade break points.
4. CFA will identify all visible and apparent improvements and above grade utilities within the project area.
5. CFA will collect shots at top of nut of water and gas valves.
6. CFA will collect flow line elevation data for all storm and sanitary manholes, drop inlets, and curb inlet lengths and flow lines, for all structures within the project area or associated with storm and sanitary lines crossing the project area. Manhole rim and invert elevations tied to existing control points and city benchmarks (if any) will be collected and include pipe sizes and direction of flow.
7. CFA will collect a maximum of 15 proposed Geotechnical bore hole locations.
8. A survey drawing in AutoCAD format, will be prepared depicting the data collected at time of survey.
9. The drawing will be prepared using AutoCAD and delivered in hard copy and "pdf" electronic format.

C. RIGHT-OF-WAY SURVEY

1. CFA will research parcels and rights-of-way, gather deeds, maps, plats and data relevant to project area. Abstracting and deed research will be performed to obtain any additional subdivision plats and adjoiner information pertinent to the subject rights-of-way.
2. CFA will perform on-the-ground field surveys to recover any additional property corners relevant to the subject rights-of-way.

3. A plat of survey will be prepared reflecting the results of the right-of-way survey information and will be available in electronic form (AutoCAD Civil 3D).
4. CFA will provide information on properties adjoining the ROW as identified on the Williamson County Tax Appraisal District Web Site. Information from this site and included on the deliverable will be, Current Owner, County PID number, and Lot/Block/Subdivision or Basic Legal Description of each adjoining Tract. This information will not be associated with any Boundary Survey and will be provided as informational purposes only.

D. EXCLUSIONS FROM THE SURVEY SCOPE OF SERVICES

Specific items excluded from this proposal are as follows, and CobbFendley shall have no responsibility to perform any of these services.

1. Right-of-Entry if required will be provided by the City of Pflugerville.
2. Surveyor will not provide opinions as to adequacy, on legal or title issues.
3. The survey will not address compliance or assessment of existing utilities, wetland determinations, fault lines and/or environmental assessments that are beyond the surveyor's expertise.
4. The survey will not include any references to lease agreements, oil, gas and other mineral rights or matter that are strictly contractual and items which cannot be located upon the subject tract by physical description. Those matters are given constructive notice in a title commitment and must otherwise be addressed by the parties involved and/or addressed by legal counsel.
5. Flood elevation certificates.
6. Excavation of utilities.
7. "Standard traffic control" is performed by CobbFendley and is included in our standard rates. "Standard traffic control" can be described as short-term lane closure necessary for manhole entry or access to utility features located in the roadway. Should 'non-standard' traffic control be required (lane closures, police officer present, arrow board, etc..) these services will be considered extra.
8. Subdivision platting.
9. Any other services not specifically included within the description of the Scope of Services as described above.

EXHIBIT "A" – LIMITS



III. Utility Coordination

Utility adjustment coordination includes coordinating with individual utility companies for as-built records and preparing a QL-D file exhibit of the existing utilities. All utility coordination activities will be in accordance with the City of Pflugerville Guidelines. There are seven (7) Utilities anticipated along the project corridors, including Spectrum (formerly Time Warner Cable), Pedernales Electric Cooperative (PEC), Frontier Communications, Zayo Communications, Kinder Morgan, Aqua Texas and Wimberley Water Supply Corporation.

1.1 Preliminary Engineering Phase:

1. As-builts/Record Research. CobbFendley shall make contact with all known utility providers in and adjacent to the project area and request maps and/or as-builts of their existing facilities.
2. Develop Utility Contact List. CobbFendley shall establish contact with existing Utility Companies within and adjacent to the Project and create a utility contact list. This list will be maintained throughout the project.
3. Existing Utility Layout. CobbFendley shall create an existing utility layout in the latest version of AutoCAD using base topo/survey files provide by the Client correlated with as-builts provided by each Utility Owner. This layout will be utilized to assist in conflict assessment, monitoring necessity of relocations and evaluation of alternatives.
4. Field Reconnaissance and Data Collection. CobbFendley shall make a field visit to verify existing utility layout drawings with field conditions.

1.1a 60% Design Phase:

1. 60% Conflict Assessment. CobbFendley will determine which utilities will be conflict for up to 1,900LF of roadway construction, based on the latest design plans, and make the utility companies aware of these conflicts. CobbFendley will review direct conflicts with proposed roadway improvements, constructability conflicts, and conflicts with current rules/guidelines. A detailed list will be prepared at each of the design milestones and will be communicated with the Utility Owners and design team.
2. 60% Written Notification Letters. CobbFendley will prepare and mail written notification letters to any utilities found to be in conflict for up to 1,900LF of roadway. A CD and/or USB will be included with the letter containing milestone design plan sheets (*.pdf and *.dgn format).
3. 60% Meeting with Utilities. CobbFendley shall set up one group utility coordination meeting with any utilities found to be in conflict for up to 1,900LF of roadway to discuss concepts and options for construction based on the 60% design plans. This meeting will include meeting preparation, travel time, meeting, and follow-up meeting minutes.

CobbFendley will set agenda for coordination meeting as directed by the City of Pflugerville.

One group utility meeting anticipated

1.2 90% & 100% Design:

1. 90% & 100% Conflict Assessment. CobbFendley will determine which utilities will be in conflict for up to 1,900LF of roadway construction, based on the latest design plans, and make the utility companies aware of these conflicts. CobbFendley will review direct conflicts with proposed roadway improvements, constructability conflicts, and conflicts with current rules/guidelines. A detailed list will be prepared at each of the design milestones and will be communicated with the Utility Owners and design team.
2. Existing and Proposed Utility Layout. CobbFendley shall update the existing and proposed utility layout in the latest version of AutoCAD using the base topo files and latest design files. These layouts will be utilized to assist in final conflict assessment and as a guideline for utility relocation construction if required.
3. 90% & 100% Written Notification Letters. CobbFendley will be prepare and mail written notification letters to any utilities found to be in conflict for up to 1,900LF of roadway. A CD and/or USB will be included with the letter containing milestone design plan sheets (*.pdf and *.dgn format).
4. Evaluate Relocation Alternatives & Utility Relocation Plan Review. CobbFendley will evaluate alternatives in the adjustment of utilities for up to 1,900LF of roadway construction, balancing the needs of both the City of Pflugerville and the Utility as required. CobbFendley will review utility relocation plans to ensure they are clear of proposed improvements.
5. 90% Meeting with utilities. CobbFendley shall set up one group utility coordination meeting with any utilities found to be in conflict for up to 1,900LF of roadway to discuss concepts and options for construction based on the 90% design. This meeting will include meeting preparation, travel time, meeting and follow-up meeting minutes. CobbFendley will set agenda for coordination meeting as directed by the City of Pflugerville.

IV. Environmental – aci consulting

Environmental Services will be performed by aci consulting. See attached aci consulting Scope and Fee below.

V. TDLR Coordination - Altura

TDLR Services will be performed by Altura Solutions. See attached Altura Solutions Scope and Fee below.

VI. Rowe Loop Roadway Design - American Structurepoint

Rowe Loop Roadway Design Services will be performed by American Structurepoint. See attached American Structurepoint Scope and Fee below.

VII. Geotechnical - Arias

Geotechnical Analysis will be performed by Arias & Associates. See attached Arias Scope and Fee below.

VIII. Bid Phase

- A. Advertisement. CF will assist the City in preparing the advertisement for the newspaper. This scope assumes that the City will coordinate with the newspaper(s) and pay any applicable fees.
- B. Conduct Pre-Bid Meeting. CF will prepare and conduct a pre-bid meeting. This scope includes preparation of agenda and minutes for this meeting.
- C. Respond to Contractor Questions. CF will respond to Contractor questions regarding clarifications to the plans.
- D. Addenda. CF will prepare addenda resulting in clarification questions from Contractors. This scope assumes up to two (2) addenda. These will be distributed by the bidding assistance center.
- E. Bid Opening. CF will conduct the bid opening. This includes opening, reading and verification of compliance of bids and compilation of the Pencil Bid Tabs.
- F. Bid Tab. CF will take compliant bids and extend the bid tabs to verify accuracy and determine the apparent low bidder.
- G. Letter of Recommendation. CF will check references and verify qualifications of the apparent low bidder and issue a letter for Recommendation of Award to the City. This scope does not include assistance with execution of the bid documents.
- H. Prepare Conformed Documents. Upon completion of bid phase and execution of contracts, CobbFendley will prepare a conformed set of documents incorporating any addendum that were issued during bid phase and contract documents.

This scope assumes that a bidding assistance center will be used for bid phase and the City will be responsible for uploading plans, project manual, and addenda onto the bidding assistance center and will retain a hard copy at City offices. CF will not be responsible for plan distribution.

IX. Construction Phase

- A. Public Meeting.
 - i. CF will prepare exhibits on an aerial map showing the design to present to the public and obtain input for all roadways listed in 1.B.7 above. CF will prepare the exhibits.
 - ii. Provide support to City staff. City will facilitate conducting a public Meeting to present the repair plan to the residential neighborhood associations and receive their input.
 - iii. Provide support to City staff. City will conduct a stakeholder meeting in the industrial area with business owners to present the repair plans and receive stakeholder input.
- B. Preconstruction Meeting. CF will assist the City in conducting the preconstruction meeting.
- C. Monthly Construction Progress Meeting. CF will conduct a monthly construction progress meeting. This scope includes preparation of agenda and minutes for this meeting. This scope assumes 12 – 1-hour meetings.
- D. Requests For Information (RFIs). CF will respond to Contractor Request for Information. This scope assumes 20 RFIs.

- E. Submittal Review. CF will review project material submittals for compliance with the approved PS&E. This scope assumes 20 submittals.
- F. Site Visits. CF will conduct monthly site visits. This scope assumes twelve (12) months for construction. CF is not performing construction inspection and will be visiting the site to observe general conformance with contract documents and evaluate issues should they arise.
- G. Change Orders. CF will assist the City in evaluating and preparing change order documentation to address construction / quantity changes. Scope assumes two (2) change orders.
- H. Pay Applications. CF will review pay applications. City inspector will verify quantities. CF will approve pay applications based on quantities reported by the Inspector. Assumes twelve (12) pay applications.
- I. Final Walkthrough. CF will attend the final walkthrough and review the final punch list prepared by the City Inspector.
- J. TDLR/RAS inspection. Altura will provide a final inspection of the sidewalk and ADA ramp improvements to verify the project complies with TDLR requirements.
- K. Record Drawings. CF will prepare record drawings based on Contractor redlines as verified by the City Inspector.
- L. Project Closeout.

These design, bid and construction phase services can be performed as a Time and Materials fee not to exceed as described below.

Pflugerville Street Reconstruction Package 3 – Algreg Street, Butler National Drive, Dalshank Street, Diablo Drive, Grand National Avenue, Mashburn Street, Option Avenue, Rowe Loop and Sullivan Street

Design, Bid and Construction Phase Services

Cobb Fendley	\$ 412,682.17
Design, Bid and Construction	\$318,836.17
Survey	\$49,825.00
Utility Coordination	\$44,021.00
aci consulting	\$19,700.00
Altura Solutions	\$10,523.44
American Structurepoint	\$35,360.00 (Mill & Overlay) (\$117,530.00 - Full depth reconstruction)
Arias	\$42,450.00
Total Design, Bid and Construction Phase	\$520,715.61

Hourly Breakdown

		Professional Service Description	Total Task Hours	Total Task Cost	Staff							Civil Subconsultants	Total Expense	Mileage	Printing Full Size
					Julie	Stanley	Larissa	Alfonso	EIT	Rafael	Amber				
					Project Manager V	Project Manager II	Senior Engineer II	Project Engineer III	Project Engineer I	Senior Technician III / Sr Utility Specialist	Clerical				
					\$278.00	\$201.00	\$227.00	\$175.00	\$129.00	\$170.00	\$82.00	Fee	\$ -	\$0.58	\$3.00
I		Preliminary Phase	139.0	\$ 25,469.00	20.0	34.0	7.0	33.0	43.0	0.0	2.0		\$ -		
		Site Visit and Evaluation	32.0	\$ 5,966.00	6.0	8.0		8.0	10.0						
		Coordination	10.0	\$ 2,060.00	2.0	4.0		4.0							
		Preliminary Design Workshop	12.0	\$ 2,349.00	3.0	3.0		3.0	3.0						
		Public Meetings (2)	24.0	\$ 4,698.00	6.0	6.0		6.0	6.0						
		Technical Memorandum	38.0	\$ 5,516.00		6.0		6.0	24.0		2.0				
		QA/QC	9.0	\$ 1,912.00	1.0	3.0	3.0	2.0							
		Project Coordination / Review Meetings (monthly)	14.0	\$ 2,968.00	2.0	4.0	4.0	4.0							
II		Design Phase (60%)	798.0	\$ 121,560.00	8.0	33.0	16.0	124.0	423.0	192.0	2.0		\$ -		
	B	Plan Production													
		1 Cover Sheet (1 sheet)	3.0	\$ 474.00				1.0	1.0	1.0					
		2 General Notes (2 sheets)	4.0	\$ 675.00		1.0		1.0	1.0	1.0					
		3 Typical Sections (2 sheets)	22.0	\$ 3,278.00				6.0	12.0	4.0					
		4 Traffic Control Plan													
		a Traffic Control Plan Phasing (1 sheet)	12.0	\$ 1,753.00		1.0		2.0	8.0	1.0					
		b Traffic Control Plan Typical Sections (18 Sheets)	16.0	\$ 2,484.00				2.0	6.0	8.0					
		c Traffic Control Plan Layouts (23 Sheets)	104.0	\$ 15,320.00				20.0	60.0	24.0					
		5 Removal Plans (18 Sheets)	24.0	\$ 3,628.00				8.0	12.0	4.0					
		6 Horizontal/Vertical Alignment Data (2 Sheets)	8.0	\$ 1,160.00				1.0	5.0	2.0					
		7 Roadway Plan Layout													
		a Mill & Overlay/Crack Seal/Fog Seal (20 Sheets)	78.0	\$ 11,322.00				6.0	48.0	24.0					
		b Reclaim or Replace (9 Sheets)	182.0	\$ 26,418.00				14.0	112.0	56.0					
		8 Driveway Plan Layout (13 Sheets)	72.0	\$ 11,070.00				12.0	30.0	30.0					
		9 Roadway Cross Sections (47 Sheets)	32.0	\$ 4,804.00				4.0	16.0	12.0					
		10 Drainage Plans													
		a Drainage Area Map (1 Sheet)	28.0	\$ 4,134.00				6.0	16.0	6.0					
		b Hydrology and Hydraulic Data Sheets (8 Sheets)	59.0	\$ 8,491.00		1.0		14.0	40.0	4.0					
		c Culvert Layout Sheet (1 Sheet)	9.0	\$ 1,294.00				2.0	6.0	1.0					
		11 SW3P Narrative (1 Sheet)	5.0	\$ 773.00				1.0	2.0	2.0					
		12 ESC Layouts (20 Sheets)	42.0	\$ 6,186.00				6.0	24.0	12.0					
		13 Standard Details (7 Sheets)	2.0	\$ 258.00					2.0						
	C	Specifications and Project Manual (60%)	12.0	\$ 1,876.00		2.0		4.0	6.0						
	D	Quantity Take Off and Cost Estimate (60%)	20.0	\$ 2,764.00				4.0	16.0						
	E	TxDOT Coordination (60%)	8.0	\$ 1,504.00		4.0		4.0							
	F	QA/QC (60%)	26.0	\$ 5,898.00	4.0	4.0	16.0	2.0							
	G	Project Coordination / Review Meetings (60%)	30.0	\$ 5,996.00	4.0	20.0		4.0			2.0				
		Design Phase (90%)	414.0	\$ 64,939.00	8.0	34.0	16.0	75.0	198.0	77.0	6.0		\$ -		
	B	Plan Production													
		1 Cover Sheet (1 sheet)	1.5	\$ 216.50				0.5	1.0						
		2 General Notes (2 sheets)	2.5	\$ 417.50		1.0		0.5	1.0						
		3 Typical Sections (2 sheets)	7.0	\$ 1,036.00				2.0	4.0	1.0					
		4 Traffic Control Plan													
		a Traffic Control Plan Phasing (1 sheet)	7.0	\$ 1,062.00		1.0		1.0	4.0	1.0					
		b Traffic Control Plan Typical Sections (18 Sheets)	7.0	\$ 1,031.00				1.0	4.0	2.0					
		c Traffic Control Plan Layouts (23 Sheets)	56.0	\$ 8,288.00				16.0	32.0	8.0					
		5 Removal Plans (18 Sheets)	8.0	\$ 1,206.00				2.0	4.0	2.0					
		6 Horizontal/Vertical Alignment Data (2 Sheets)	3.5	\$ 515.50				0.5	2.0	1.0					
		7 Roadway Plan Layout													
		a Mill & Overlay/Crack Seal/Fog Seal (20 Sheets)	32.0	\$ 4,722.00				4.0	18.0	10.0					
		b Reclaim or Replace (9 Sheets)	72.0	\$ 10,558.00				8.0	42.0	22.0					
		8 Driveway Plan Layout (13 Sheets)	48.0	\$ 7,380.00				8.0	20.0	20.0					
		9 Roadway Cross Sections (47 Sheets)	8.0	\$ 1,206.00				2.0	4.0	2.0					
		10 Drainage Plans													
		a Drainage Area Map (1 Sheet)	9.0	\$ 1,289.00				1.0	6.0	2.0					
		b Hydrology and Hydraulic Data Sheets (8 Sheets)	9.0	\$ 1,366.00		1.0		2.0	5.0	1.0					
		c Culvert Layout Sheet (1 Sheet)	6.0	\$ 861.00				1.0	4.0	1.0					
		11 SW3P Narrative (1 Sheet)	1.5	\$ 216.50				0.5	1.0						
		12 ESC Layouts (20 Sheets)	18.0	\$ 2,588.00				4.0	12.0	2.0					
		13 Standard Details (7 Sheets)	6.0	\$ 974.00		1.0		1.0	2.0	2.0					
	C	Specifications and Project Manual (90%)	40.0	\$ 5,628.00		4.0		8.0	24.0		4.0				
	D	Quantity Take Off and Cost Estimate (90%)	12.0	\$ 1,732.00				4.0	8.0						
	E	TxDOT Coordination (90%)	4.0	\$ 752.00		2.0		2.0							
	F	QA/QC (90%)	26.0	\$ 5,898.00	4.0	4.0	16.0	2.0							
	G	Project Coordination / Review Meetings (90%)	30.0	\$ 5,996.00	4.0	20.0		4.0			2.0				
		Design Phase (100%)	203.5	\$ 31,358.50	4.0	18.0	8.0	39.0	97.5	27.0	10.0		\$ -		
	B	Plan Production													
		1 Cover Sheet (1 sheet)	1.5	\$ 216.50				0.5	1.0						
		2 General Notes (2 sheets)	2.5	\$ 417.50		1.0		0.5	1.0						
		3 Typical Sections (2 sheets)	3.0	\$ 433.00				1.0	2.0						
		4 Traffic Control Plan													
		a Traffic Control Plan Phasing (1 sheet)	6.0	\$ 892.00		1.0		1.0	4.0						
		b Traffic Control Plan Typical Sections (18 Sheets)	5.0	\$ 773.00				1.0	2.0	2.0					
		c Traffic Control Plan Layouts (23 Sheets)	18.0	\$ 2,670.00				4.0	10.0	4.0					
		5 Removal Plans (18 Sheets)	4.0	\$ 608.00				2.0	2.0						
		6 Horizontal/Vertical Alignment Data (2 Sheets)	1.0	\$ 152.00				0.5	0.5						
		7 Roadway Plan Layout													
		a Mill & Overlay/Crack Seal/Fog Seal (20 Sheets)	13.0	\$ 1,887.00				1.0	8.0	4.0					

Subconsultant Proposals

December 27, 2021

2020 Transportation Bond Program Street Reconstruction Projects – Package 3

City of Pflugerville, Williamson County, Texas

PROJECT DESCRIPTION

The project is described as a proposed Topographic and Right-of-Way Survey of approximately 15,250 linear feet of right-of-Way associated with Grand National Avenue, Rowe Loop, Algreg Street, Sullivan Street, Option Avenue, Dalshank Street, Mashburn Street, Butler National Drive, and Diablo Road in the City of Pflugerville, Williamson County Texas. Project limits are within the right-of-way as shown on Exhibit “A” below.

SCOPE OF SERVICES

SURVEY – CONTROL

- CF will utilize the VRS system and GPS equipment to establish horizontal and vertical survey control for the project site. Survey Control will be based on the Texas State Plane Coordinate System, Central Zone, NAD 83 (2011), NAVD 88, GridCoordinates
- CF will establish up to eight (8) survey control points along the proposed alignments, for construction purposes.
- The Horizontal and Vertical Control established for this project, will be tied to any local survey control that may exist on-site and be provided by client.
- CF will coordinate as needed with TxDOT to obtain information for connecting to the TxDOT roadway system.

TSPS CATEGORY 6, CONDITION 2 (Urban), TOPOGRAPHIC SURVEY

- A field survey will be performed meeting the requirements of a **Texas Society of Professional Surveyors (TSPS), Manual of Practice for Requirements for Category 6, Condition 2 (Urban) – Topographic Survey** and the minimum survey standards promoted by the Texas Board of Professional Engineers and Land Surveyors.
- It is anticipated data will be collected within the right-of-way limits of the areas shown on attached Exhibit “A”. Survey limits for Cross Streets will extend a minimum distance of 50feet.
- A topographic survey will be performed which will include, but not be limited to: 1-foot contours, data will be collected on a 50’ grid with natural ground, grade breaks, edge of concrete structures, overhead power, telephone or signal lines, buried cable markers or signs, above ground visible evidence of underground lines, power poles, guy anchors, and other important features / grade break points.
- CF will identify all visible and apparent improvements and above grade utilities within the project area.
- CF will collect shots at top of nut of water and gas valves.

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- CF will collect flow line elevation data for all storm and sanitary manholes, drop inlets, and curb inlet lengths and flow lines, for all structures within the project area or associated with storm and sanitary lines crossing the project area. Manhole rim and invert elevations tied to existing control points and city benchmarks (if any) will be collected and include pipe sizes and direction of flow.
- CF will collect a maximum of 15 proposed Geotechnical bore hole locations.
- A survey drawing in AutoCAD format, will be prepared depicting the data collected at time of survey.
- The drawing will be prepared using AutoCAD and delivered in hard copy and “pdf” electronic format.

RIGHT-OF-WAY SURVEY

- Right-of-Way will only be surveyed for streets without existing curb and gutter. Right-of-Way survey will include Rowe Loop, Sullivan Street, Mashburn Street, Algreg Street, Option Avenue, and Dalshank Street only.
- CF will research parcels and rights-of-way, gather deeds, maps, plats and data relevant to project area. Abstracting and deed research will be performed to obtain any additional subdivision plats and adjoiner information pertinent to the subject rights-of-way.
- CF will perform on-the-ground field surveys to recover any additional property corners relevant to the subject rights-of-way.
- A plat of survey will be prepared reflecting the results of the right-of-way survey information and will be available in electronic form (AutoCAD Civil 3D).
- CF will provide information on properties adjoining the ROW as identified on the Williamson County Tax Appraisal District Web Site. Information from this site and included on the deliverable will be, Current Owner, County PID number, and Lot/Block/Subdivision or Basic Legal Description of each adjoining Tract. This information will not be associated with any Boundary Survey and will be provided as informational purposes only.

EXCLUSIONS FROM THE SCOPE OF SERVICES

Specific items excluded from this proposal are as follows, and CF shall have no responsibility to perform any of these services.

- Right-of-Entry if required will be provided by the City of Pflugerville.
- Surveyor will not provide opinions as to adequacy, on legal or title issues.
- The survey will not address compliance or assessment of existing utilities, wetland determinations, fault lines and/or environmental assessments that are beyond the surveyor’s expertise.
- The survey will not include any references to lease agreements, oil, gas and other mineral rights or matter that are strictly contractual and items which cannot be located upon the subject

tract by physical description. Those matters are given constructive notice in a title commitment and must otherwise be addressed by the parties involved and/or addressed by legal counsel.

- Flood elevation certificates.
- Excavation of utilities.
- “Standard traffic control” is performed by CobbFendley and is included in our standard rates. “Standard traffic control” can be described as short-term lane closure necessary for manhole entry or access to utility features located in the roadway. Should ‘non-standard’ traffic control be required (lane closures, police officer present, arrow board, etc..) these services will be considered extra.
- Subdivision platting.
- Any other services not specifically included within the description of the Scope of Services as described above.

BASIS OF COMPENSATION

We propose to perform the described Basic Services for the following fee:

TOTAL TIME & MATERIAL SURVEY SERVICES..... \$ 49,825.00

EXHIBIT "A" - LIMITS



SCOPE OF SERVICES

City of Pflugerville

2020 Transportation Bond Program Street Reconstruction Projects: Package 3

UTILITY COORDINATION SERVICES

The specific tasks to be performed by CobbFendley in conjunction with this project are limited to the following:

1.0 Utility Coordination

Utility adjustment coordination includes coordinating with individual utility companies on the reconstruction of approximately 1,900LF of roadway for as-built records and preparing a QL-D file exhibit of the existing utilities. All utility coordination activities will be in accordance with the City of Pflugerville Guidelines. There are seven (7) Utilities anticipated along the project corridor, including Spectrum (formerly Time Warner Cable), Pedernales Electric Cooperative (PEC), Frontier Communications, Zayo Communications, Kinder Morgan, Aqua Texas and Wimberley Water Supply Corporation.

1.1 Preliminary Engineering Phase:

1. As-builts/Record Research. CobbFendley shall make contact with all known utility providers in and adjacent to the project area and request maps and/or as-builts of their existing facilities.
2. Develop Utility Contact List. CobbFendley establish contact with existing Utility Companies within and adjacent to the Project and create a utility contact list. This list will be maintained throughout the project.
3. Existing Utility Layout. CobbFendley shall create an existing utility layout in the latest version of AutoCAD using base topo/survey files provide by the Client correlated with as-builts provided by each Utility Owner. This layout will be utilized to assist in conflict assessment, monitor necessity of relocations and evaluate alternatives.
4. Field Reconnaissance and Data Collection. CobbFendley shall make a field visit to verify existing utility layout drawings with field conditions.

1.1a 60% Design Phase:

1. 60% Conflict Assessment. CobbFendley will determine which utilities will be conflict for up to 1,900 LF of roadway construction, based on the latest design plans, and make the utility companies aware of these conflicts. CobbFendley will review direct conflicts with proposed roadway improvements, constructability conflicts, and conflicts with current rules/guidelines. A detailed list will be prepared at each of the design milestones and will be communicated with the Utility Owners and design team.
2. 60% Written Notification Letters. CobbFendley will prepare and mail written notification letters to any utilities found to be in conflict for up to 1,900LF of roadway. A CD and/or USB will be included with the letter containing milestone design plan sheets (*.pdf and *.dgn format).
3. 60% Meeting with Utilities. CobbFendley shall set up one group utility coordination meeting with any utilities found to be in conflict for up to 1,900LF of roadway to discuss concepts and options for construction based on the 60% design plans. This meeting will include meeting preparation, travel time, meeting, and follow-up meeting minutes. CobbFendley will set agenda for coordination meeting as directed by the City of Pflugerville.

One group utility meeting anticipated

1.2 90% & 100% Design:

1. 90% & 100% Conflict Assessment. CobbFendley will determine which utilities will be in conflict for up to 1,900LF of roadway construction, based on the latest design plans, and make the utility companies aware of these conflicts. CobbFendley will review direct conflicts with proposed roadway improvements, constructability conflicts, and conflicts with current rules/guidelines. A detailed list will be prepared at each of the design milestones and will be communicated with the Utility Owners and design team.
2. Existing and Proposed Utility Layout. CobbFendley shall update the existing and proposed utility layout in the latest version of AutoCAD using the base topo files and latest design files. These layouts will be utilized to assist in final conflict assessment and as a guideline for utility relocation construction if required.
3. 90% & 100% Written Notification Letters. CobbFendley will be prepare and mail written notification letters to any utilities found to be in conflict for up to 1,900LF of roadway. A CD and/or USB will be included with the letter containing milestone design plan sheets (*.pdf and *.dgn format).
4. Evaluate Relocation Alternatives & Utility Relocation Plan Review. CobbFendley will evaluate alternatives in the adjustment of utilities for up to 1,900LF of roadway construction, balancing the needs of both the City of Pflugerville and the Utility as required. CobbFendley will review utility relocation plans to ensure they are clear of proposed improvements.
5. 90% Meeting with utilities. CobbFendley shall set up one group utility coordination meeting with any utilities found to be in conflict for up to 1,900LF of roadway to discuss concepts and options for construction based on the 90% design. This meeting will include meeting preparation, travel time, meeting and follow-up meeting minutes. CobbFendley will set agenda for coordination meeting as directed by the City of Pflugerville.

EXHIBIT 1												
City of Pflugerville												
2020 Transportation Bond Program Street Reconstruction Projects - Package 3												
Utility Coordination & Engineering Services												
		Fee Summary Subprovider: Cobb, Fendley & Associates, Inc.	Total Task Hours	Staff								Task Budget
				Senior Project Manager	Senior Project Engineer	Graduate Engineer	Senior Utility Specialist	Utility Specialist	Senior Technician I	Technician II	Clerical Staff	
				\$278.00	\$201.00	\$108.00	\$175.00	\$110.00	\$103.00	\$84.00	\$108.00	
1.0		UTILITY COORDINATION	180.0	3.5	21.0	56.0	13.0	72.0	12.0	46.0	0.5	\$ 44,021.00
	1.1	60% Design Phase	180.0	3.5	21	56	13	72	12	46	0.5	\$ 26,591.00
		1.1.1 As-builts/Record Research	43.0		3	16		24				\$ 4,971.00
		1.1.2 Develop Utility Contact List	3.0				1	2				\$ 395.00
		1.1.3 Existing Utility Layout	58.0	1	3			6	12	36		\$ 5,801.00
		1.1.4 Field Reconnaissance and Data Collection	30.0		6		12	12				\$ 4,626.00
		1.1.5 60% Conflict Assessment	46.0	2	8	24		2		10		\$ 5,816.00
		1.1.6 60% Notice Letters	3.0	0.5				2			0.5	\$ 413.00
		1.1.7 60% Meeting with Utilities	41.0		1	16		24				\$ 4,569.00
	1.2	90% & 100% Design Phase	145	2.5	11	60	12	33	4	22	0.5	\$ 17,430.00
		1.2.1 90% & 100% Conflict Assessment	29	2	4	16		1		6		\$ 3,702.00
		1.2.2 Existing and Proposed Utility Layout	26			4		2	4	16		\$ 2,408.00
		1.2.3 90% & 100% Written Notification Letters	3	0.5				2			0.5	\$ 413.00
		1.2.4 Evaluate Relocation Alternatives & Utility Relocation Plan Review	54		6	24	12	12				\$ 7,218.00
		1.2.5 90% Meeting with Utilities	33		1	16		16				\$ 3,689.00
TOTAL UTILITY COORDINATION												\$ 44,021.00



Proposal For	Stanley Fees Cobb, Fendley & Associates, Inc. 320 Barnes Drive Suite 106 San Marcos, Texas 78666
Project Title	COP Road Reconstruction Project
Project Description	aci consulting, a division of aci group, LLC is pleased to provide the following scope for services for the City of Pflugerville (COP) Road Reconstruction project in Travis, County, Texas.
Scope of Services	<p>aci consulting will execute the following tasks under this scope of work. The tasks are mutually dependent and scoped accordingly.</p> <p>Task 1: Environmental Constraints Report</p> <p>aci consulting will prepare an environmental constraints report to present the results of the desktop and field reconnaissance review of the project area. The findings from Tasks 2, 3, 4, and 5 will be incorporated into this report. Task 1 includes one round of comments from the project team. Following the comment response, a finalized digital copy (PDF format) of the report will be submitted to the client.</p> <p>Cost of Task 1: \$5,500.00</p> <p>Task 2: Jurisdictional Waters Assessment</p> <p>aci consulting will conduct a jurisdictional waters of the United States assessment, based on the Environmental Protection Agency's (EPA) and U.S. Army Corps of Engineers' (USACE) Rapanos guidance, within the right-of-way (ROW) for Algleg St, Sullivan St, Mashburn St, Dalshank St, Butler National Dr, Diablo Rd, Grand National Ave, and Rowe Lp (Subject Area) (Attachment A). The purpose of this assessment is to identify the location and extent of potential waters of the United States in accordance with Section 404 of the Clean Water Act (CWA). aci consulting will perform an analysis of the most current available aerial photographs, topographic maps, National Wetlands Inventory (NWI) database, National Hydrography Dataset (NHD), and soil surveys as well as conduct appropriate field work necessary to identify the location and extent of USACE jurisdictional waters and potential wetlands within the ROW of the Subject Area. The findings of the jurisdictional waters assessment will be incorporated into the Environmental Constraints Report (Task 1).</p> <p>As part of this task, aci consulting will analyze the Subject Area to determine the potential for on-site waters to be considered protected by Section 404 under current interpretations. Should any Section 404 of the CWA permitting or coordination with federal agencies be required, those activities will be conducted under a separate task. No permitting will be completed under this scope of work.</p> <p>Cost of Task 2: \$2,800.00</p> <p>Task 3: Endangered Species Habitat Assessment</p> <p>A threatened and endangered species habitat assessment will be performed along the Subject Area. aci consulting will perform a desktop evaluation of the Subject Area for federally-listed species known to occur in Travis County, Texas, as well as a visual inspection within the Subject Area. Potential habitat for federally-listed species impacted by this project will be identified and noted during the site investigation. The findings of the endangered species review will be incorporated into the Environmental Constraints Report (Task 1).</p> <p>Cost of Task 3: \$2,200.00</p>

Task 4: Hazardous Materials Review

aci consulting will conduct a hazardous materials review for the Subject Area by completing an American Society for Testing and Materials (ASTM) standard environmental background search. This examination of the proposed environmental setting for the project will not include the ASTM 1527-05 level of review; however the findings will be incorporated into the Environmental Constraints Report (Task 1).

Cost for Task 4: \$3,200.00

Task 5: Cultural Resources Coordination

A qualified archeologist will perform a review of records from the Texas Archeological Research Laboratory (TARL) available on the Texas Historical Commission's (THC) online Texas Archeological Sites Atlas (Atlas) to identify previously recorded surveys or cultural resources within the Subject Area including alternative alignments and within a 1-km radius. An archeologist will also review historical maps, aerial photographs, topographic maps, soil survey maps, the TxDOT Austin District Hybrid Potential Archeological Liability Map (HPALM), and geological maps to identify possibly historic-age structures or the previous locations of structures that may now be expressed as an archeological site and high probability areas within the area of potential effect (APE) for the project. The findings from Tasks 2 and 4 will be used to analyze disturbances along the alignments which might affect the need for cultural survey in certain areas.

The desktop research will also be developed into a consultation request letter summarizing the results of the background archival research and requesting THC's official consultation to determine the scope of the cultural resources investigations, such as intensive survey or mechanical backhoe trenching. This letter will be submitted to THC for consultation. Under state law, the THC has 30 days to review and respond to consultation requests. Portions of the Subject Area may be currently positioned in current ROW and disturbed, therefore, a more limited intensive cultural survey may be adequate.

This task does not include drafting or obtaining a Texas Antiquities Permit nor does it include a cultural resources survey.

Cost of Task 5: \$3,800.00

Task 6: Project Coordination and Management

aci consulting will coordinate with the Client and project engineer throughout the environmental process. Coordination includes phone and email conversations and one meeting. Task 6 is anticipated for 3 months.

Cost of Task 6: \$2,200.00

Total costs for Task 1 through 6: \$19,700.00

This scope of services does not include the following:

- TxDOT or NEPA level of environmental review - including project scope, environmental justice studies, noise analysis, air analysis, direct, indirect, or cumulative impact studies, historic structure studies, or the environmental assessment document;
- Right-of-entry acquisition, organization, and coordination;
- Coordination for easements on federal or state owned/controlled lands;
- Full Phase I Environmental Site Assessments for each parcel along the alignment;
- Section 404 permitting (if necessary);
- Section 7 Consultation with USFWS for impacts to federally-listed species (if necessary);
- Presence/absence surveys for any federally listed species (such as golden-cheeked warbler, endangered karst invertebrates, Georgetown salamander, freshwater mussel species);
- Creation and submittal of Texas Antiquities Code permit application, Phase I, Phase II archeological testing and/or Phase III data recovery (in cases where impacts from the project are unavoidable and potentially significant archeological deposits are present); or
- Mechanical Backhoe Trenching;
- The archeological recovery of any human burials, should they be discovered during the field survey.

Fee and Structure

Task 1: Environmental Constraints Report	Fixed Fee	\$5,500.00
Task 2: Jurisdictional Waters Assessment	Fixed Fee	\$2,800.00
Task 3: Endangered Species Habitat Assessment	Fixed Fee	\$2,200.00
Task 4: Hazardous Materials Review	Fixed Fee	\$3,200.00
Task 5: Cultural Resources Coordination	Fixed Fee	\$3,800.00
Task 6: Project Coordination and Management	Fixed Fee	\$2,200.00
Total		\$19,700.00

PROFESSIONAL SERVICES AGREEMENT

This is an Agreement between aci consulting, a division of aci group, LLC with its principal office located at 1001 Mopac Circle, Austin, Texas 78746-6804 ("aci") and Cobb, Fendley & Associates, 320 Barnes Drive, Suite106, San Marcos, Texas 78666 ("Client").

RECITALS

aci and Cobb, Fendley & Associates wish to enter into an Agreement (Contract # 36-21-221) in which aci will furnish certain professional services ("Services") in connection with the COP Road Reconstruction Project in Travis County, Texas ("Project").

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

ARTICLE 1. SCOPE OF WORK

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

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

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

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

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

ARTICLE 2. AGREEMENT PRICE

Client shall pay to aci for the Work and aci shall accept as full compensation the Time and Materials amount of \$19,700.00 ("Agreement Price") as set forth in the attached Scope of Work.

ARTICLE 3. SCHEDULE

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

ARTICLE 4. AGREEMENT DOCUMENTS

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

ARTICLE 5. PERFORMANCE OF THE WORK

5.1 SCHEDULING THE WORK. aci shall begin performance of the Work when Notified by Client to proceed, and shall abide by each Schedule as established by Client. aci shall cooperate with Client in scheduling and performing aci's Work to avoid conflict, delay in or interference with the work of Client, other subcontractors, or Owner. aci shall coordinate its activities with Client and other subcontractors so as to

promote the general progress of the entire Project.

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

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

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

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

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

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

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

ARTICLE 6. PAYMENT

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

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

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

ARTICLE 7. MISCELLANEOUS PROVISIONS

7.1 INDEPENDENT CONTRACTOR. aci and its Subcontractors shall be independent contractors with respect to the Work, and neither aci nor its Subcontractors, nor any person employed by any of them shall be

deemed to be Client's employees, servants, or agents in any respect. Nothing in this Agreement shall be construed as creating a joint venture or partnership between Client and aci.

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

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

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

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

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

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

7.8 **ATTORNEY'S FEES.** If either party to this agreement fails to fulfill any of the terms of this agreement, the prevailing party in any litigation to recover for such failure will be entitled to all collection fees, costs, disbursements and reasonable attorneys' fees, in addition to the above fees and expenses due to aci for its representation of Client.

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

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

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

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

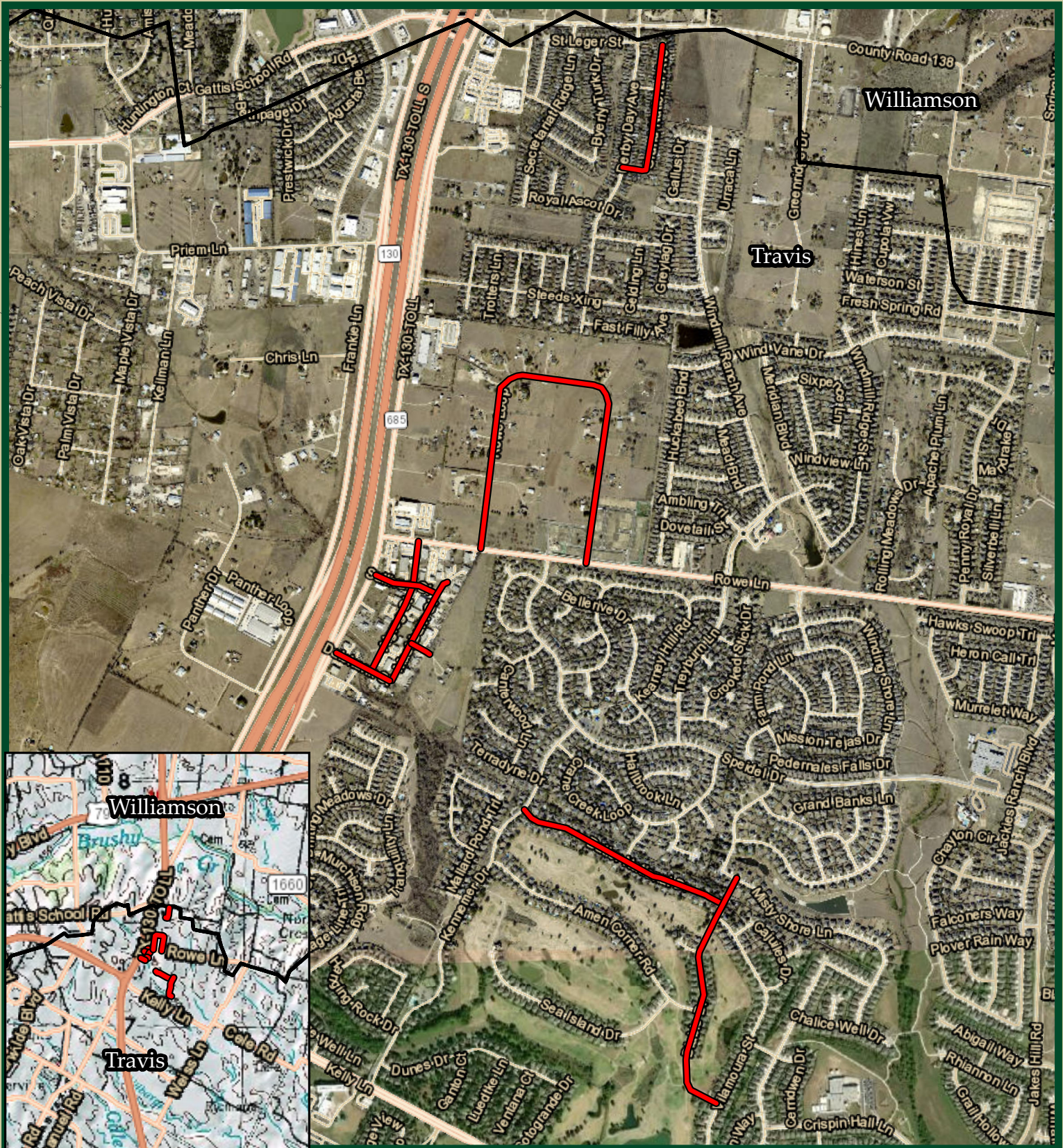
aci consulting

Joey O'Keefe | Project Manager

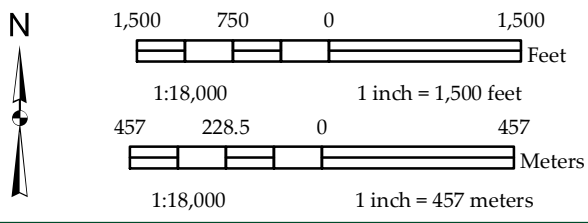
X 
Stanley Fees | P.E., CFM, LGPP

X

Date: 11/29/2021



2020 map is intended for planning purposes only. All map data should be considered preliminary. All boundaries and designations are subject to confirmation.



— Subject Area





December 1, 2021

Stanley Fees
Cobb Fendley
505 E. Huntland Drive, Suite 100
Austin, TX 78752

RE: TAS Proposal for the Pflugerville Street Reconstruction – Package 3 Project

Dear Stanley:

This is a proposal for the preliminary inspection, project registration, plan review, and final inspection of the Pflugerville Street Reconstruction – Package 3 Project in Pflugerville, Texas for compliance with Chapter 469 of the Texas Government Code, State of Texas Architectural Barriers Act, and the Texas Accessibility Standards (TAS).

Altura Solutions proposes to perform the preliminary inspection, register the project with TDLR, perform the plan review, and perform the final inspection for compliance with the TAS.

Feel free to contact us at (512) 410-7059 to answer any questions or discuss details of the proposal. Thank you for considering Altura Solutions to meet your accessibility consulting needs. We look forward to working with you on the project.

Sincerely,

A handwritten signature in black ink that reads "Jesús Lardizábal". The signature is written in a cursive style and is placed on a light gray rectangular background.

Jesús Lardizábal,
RAS #1051
Manager

PROJECT SCOPE AND DESCRIPTION

Package 3 of the 2020 Transportation Bond Program Street Reconstruction Project for the City of Pflugerville in Texas.

SCOPE OF WORK

Altura Solutions proposes to perform the following services in compliance with the Chapter 469 of the Texas Government Code, State of Texas Architectural Barriers Act to verify compliance with the Texas Accessibility Standards (TAS):

- Perform the preliminary inspection of each package
- Register the project with TDLR
- Perform plan review of the project construction documents (as provided by client)
- Perform the final inspections of the project upon completion of each package

EXCLUSIONS

The proposal excludes services to determine compliance with other federal, state, or local accessibility requirements such as Public Rights-of-Way Guidelines (PROWAG) and accessibility requirements of building and housing codes such as the International Building Code (IBC).

SCHEDULE

Altura Solutions will perform the preliminary inspection and deliver the Inspection Report within fifteen working days of receiving the signed proposal.

Altura Solutions will perform the project registration within three working days of receiving the required registration forms.

Altura Solutions will perform the plan review and provide a report of findings within fifteen working days after receiving all required documents.

Altura Solutions will perform the final inspection and deliver the Inspection Report within fifteen working days of receiving access to the facility and payment of Inspection Fee.

DELIVERABLES

The following items will be produced and delivered by Altura Solutions as part of this project:

- Altura Solutions will provide the Inspection Report detailing the elements observed during the preliminary inspection that are not in compliance with the Texas Accessibility Standards (TAS).
- Altura Solutions will provide proof of project registration via the AB Confirmation sheet.
- Altura Solutions will provide the Plan Review Report detailing the observed findings of elements that are not in compliance with the Texas Accessibility Standards (TAS).
- Altura Solutions will provide the Inspection Report detailing the observed elements that are not in compliance with the Texas Accessibility Standards (TAS).

CONSULTING FEE AND INVOICING

The following fees are proposed for the services outlined in this proposal:

- Project Registration (\$175 if self-filed directly with TDLR)\$300.00
- Preliminary Inspection Report (NTE 15 hrs. @ \$217.52/hr).....\$3,262.80
- TAS Plan Review Report (12 hrs. @ \$217.52/hr)\$2,610.24
- TAS Inspection Report (20 hrs. @ \$217.52/hr).....\$4,350.40

The total proposed consulting fee under this agreement is ten thousand five hundred twenty-three dollars and forty-four cents (\$10,523.44).

To initiate services, the following items must be provided:

- Signed agreement
- Completed TDLR Project Registration and Proof of Submission forms
- A set of construction documents
- A check for \$3,262.80 for the Preliminary Inspection Report should be made out to Altura Solutions, LLC.

The fees listed above are limited to one plan review and one hour of technical assistance/consulting, and one final inspection. Preliminary reviews, plan review revisions, meetings, site visits, re-inspections, and additional consulting will be considered additional services and will be billed in addition to the contract amount above. This consulting rate is \$195 per hour and \$250 for site visits. Plan Review fees are valid for six months from date of proposal and inspection fees are valid for twelve months from original estimated completion date, after which Altura Solutions reserves the right to propose an increased fee.

Invoices for services are due within 30 days of receipt by client.

LIMIT OF LIABILITY

Client agrees that Altura Solutions’ limit of liability for any claim against it for services performed under this contract shall be limited to the total of fees paid to Altura Solutions pursuant to this agreement, but excluding the Texas Department of Licensing and Regulation (TDLR) required project filing fees.

Altura Solutions, LLC

Client

By: _____

By: _____

Print Name: Jesus Lardizabal

Print Name: _____

Title: Manager

Title: _____

Date: _____

Date: _____



American Structurepoint Scope of Services

December 1, 2021

PROJECT MANAGEMENT AND ADMINISTRATION

1. Coordinate with prime consultant

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

2. Meetings

The Engineer shall attend all virtual and in-person meetings as required to advance the development of the project.

3. QA/QC

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

ROADWAY PS&E PLAN DEVELOPMENT (Mill and Overlay)

1. Typical Sections

The Engineer shall prepare typical sections for all proposed and existing roadways. Typical sections must include width of travel lanes, shoulders, outer separations, border widths, and ROW. The typical section must also include Proposed Profile Gradeline (PGL), centerline, pavement design, side slopes, sodding or seeding limits, station limits, existing pavement removal, riprap, limits of embankment and excavation, etc.

2. Horizontal Alignment Data

The Engineer shall develop Horizontal Alignment Data sheets.

3. Roadway Quantity Sheet

The Engineer shall compute and tabulate roadway quantities.

4. Roadway Standards

The Engineer shall select appropriate roadway standard sheets, prepare special specifications for non-standard items, and special provisions to be used.

EROSION AND SEDIMENT CONTROL (SW3P)

1. Erosion Control Layouts

The Engineer shall prepare Erosion Control Layouts (1"=50').

2. SW3P Quantity Sheet

The Engineer shall compute and tabulate SW3P quantities.

3. SW3P Standards

The Engineer shall select appropriate SW3P standard sheets.

SIGNING AND PAVEMENT MARKINGS

The Engineer perform the following tasks:

1. Design to establish required pavement markings, markers, and signing;
2. Develop the various plans and details required for plan sheets;
3. Select appropriate signing and pavement marking standards.

PS&E DELIVERABLES

In conjunction with the performance of the foregoing services, the Engineer shall provide the following draft and final documents and associated electronic files:

1. One (1) hard copy of 11"x17" plans for City review at the 60%, 90%, and 100% stages.
2. Electronic files for recreation of sheets

SCOPE EXCLUSIONS

- No drainage work will be performed with this project. There will be no analysis of existing drainage features, ditches, culverts, areas, etc.
- No roadway plan work will be performed. All roadway elements will be displayed through typical sections.
- Driveways will not be designed. All work will end at the existing roadway edge of pavement and existing driveways will remain in existing conditions.
- No cross sections or earthwork will be developed.
- No removal plans will be developed. It is assumed the only removals will be the existing pavement, which will be captured in the typical sections or small signs, which will be identified in the signing and pavement marking sheets.

ALTERNATE SCOPE

ROADWAY PS&E PLAN DEVELOPMENT (Full Depth Reconstruction)

1. Typical Sections

The Engineer shall prepare typical sections for all proposed and existing roadways. Typical sections must include width of travel lanes, shoulders, outer separations, border widths, and ROW. The typical section must also include Proposed Profile Gradeline (PGL), centerline, pavement design, side slopes, sodding or seeding limits, station limits, existing pavement removal, riprap, limits of embankment and excavation, etc.

2. Removal Plans

The Engineer shall analyze all items to be removed from the ROW. Prepare removal plan sheets and call-out all items to be removed. Calculate and summarize removal quantities.

3. Horizontal Alignment Data

The Engineer shall develop Horizontal Alignment Data sheets.

4. Plan and Profile

The Engineer shall provide roadway plan only drawings using CADD standards as required by the City of Pflugerville (City). The drawings must consist of a planimetric file of existing features and files of the proposed improvements. Existing major subsurface and surface utilities must be shown if requested and provided by the City. Existing and proposed right-of-way lines must be shown.

The plan view must contain the following design elements:

- Pavement edges for all improvements (mainlanes, cross streets, and driveways if applicable).
- Calculated roadway centerlines for mainlanes and cross streets, as applicable. Horizontal control points must be shown. The alignments must be calculated using Civil 3D.
- Lane and pavement width dimensions.
- Direction of traffic flow on all roadways. Lane lines and arrows indicating the number of lanes must also be shown.
- Drawing scale shall be 1"=50'
- ROW lines and easements.
- Limits of rip-rap, block sod, and seeding (if not shown on SW3P sheets).
- Existing utilities and structures.
- Radii call outs, curb location, Concrete Traffic Barrier (CTB), guard fence, and crash safety items, if applicable

The profile view must contain the following design elements:

- Calculated profile grade for proposed mainlanes (cite direction), and cross streets, if applicable. Vertical curve data, including "K" values must be shown.
- Existing and proposed profiles along the proposed centerline of the mainlanes,
- Drawing vertical scale to be 1"=10'.

5. Driveways

The Engineer shall develop driveway profile sheets detailing the pavement design and drainage design for up to 27 driveways.

6. Roadway Quantity Sheet

The Engineer shall compute and tabulate roadway quantities.

7. Roadway Standards

The Engineer shall select appropriate roadway standard sheets, prepare special specifications for non-standard items, and special provisions to be used.

8. Cross-Sections

The Engineer shall use Civil 3D to generate cross-sections every 50' and at culvert locations. The Engineer shall determine earthwork volumes for use in the cost estimate, and shall prepare 11"x17" sheets of the cross-sections. The Engineer shall provide all criteria and input files used to generate the design cross sections. Annotation shall include at a minimum existing and proposed ROW, side slopes (front & back), profiles, etc.

9. Earthwork

The Engineer shall develop an earthwork analysis to determine cut and fill quantities.

DRAINAGE

The City of Pflugerville Engineering Design Manual and Construction Standards will be used for drainage guidelines.

1.0 Data Collection; Site Visit

The Engineer shall provide the following data collection services:

- Conduct field inspections to observe current conditions and the outfall channels, the cross drainage structures, drainage easements, and land development projects that contribute flow to the project. Document field inspections with digital photos.
- Collect available applicable data including GIS data and maps, site survey data, construction plans, previous reports and studies, and readily available rainfall history for the area. Particular sources of data collected must include, but are not limited to, the City and Federal Emergency Management Agency (FEMA).
- Collect available Flood Insurance Rate Maps (FIRMs), Flood Insurance Study (FIS) study data, and models, if available.
- Review survey data and coordinate any additional surveying needs with the City.
- Meet with local government officials to obtain historical flood records. Interview local residents or local government employees to obtain additional high-water information if available. Obtain frequency of road closure and any additional high-water information from the Maintenance office.

2.0 Drainage Area Map

The Engineer shall prepare the drainage area map sheet for one (1) cross culvert located within the project limits and determine drainage areas for ditches.

3.0 Hydrology

The Engineer shall use the City of Pflugerville Engineering Design Manual and Construction Standards to prepare and submit the work under this task. The hydrology calculations shall have the following:

- Hydrological Method used
- Drainage Area ID to corresponding culvert or inlet number
- Size of Drainage Area
- Impervious cover of existing (i.e. include percentage of each impervious cover to arrive at C, or CN)
- Design Frequency based on the functional classification, type of roadway, and any other information noted on the City of Pflugerville Engineering Design Manual and Construction Standards. Include the intensity and/or Precipitation for 24-hr rainfall.
- Time of concentration (i.e. sheet flow, overland flow, & channel flow).
- Intensity calculations for the design frequency and 1% AEP
- Runoff calculations for the design frequency and 1% AEP

4.0 Hydraulics

The Engineer shall use the City of Pflugerville Engineering Design Manual and Construction Standards to prepare and submit the work under this task. The hydraulic calculations shall have the following:

- Determine flows for cross culvert drainage systems.
- Determine the sizing of the drainage crossings. The scope includes replacing or extending non bridge-class culvert crossing or crossings as specified in the Work Authorization.
- Develop designs that minimize the interference with the passage of traffic or cause damage to the highway and local property in accordance with the City's Hydraulic Design Manual, District criteria and any specific guidance provided by the City. Cross drainage design shall be performed using HY-8, HEC RAS or Bentley's CulvertMaster
- Description-Material, Size, & Entrance(headwall)
- Design discharges, Flow per barrel, barrel slope, and Manning n-value
- Inlet flow line, allowable headwater, roadway (shoulder) elevation, calculated inlet headwater elevation
- Outlet flow line, Tailwater for design frequency/frequencies, type of flow, critical depth, and calculated friction losses, calculated outlet water elevation
- Controlling headwater elevation, outlet velocity, and recommended countermeasures to maintain an acceptable outlet velocity.

5.0 Hydraulic Data Sheets

The Engineer shall develop Hydraulic Data Sheets.

6.0 Culvert Layout Sheets

The Engineer shall develop culvert plan/profile sheet for up to one (1) cross culverts.

7.0 Driveway/Sidestreet Culvert Design & Summary

The Engineer shall design and develop a Culvert Summary sheet for eighteen (18) driveway culverts and three (3) side street culverts (Rowe Ln, Rooster Rd, & Cornfield Dr).

8.0 Ditch Tables & Calculations

The Engineer shall design all ditches to assure the design discharge is capable of being contained within the size of the ditch and set depth and freeboard as indicated on the Roadway Design Manual, Hydraulic Manual, PS&E Preparation Manual, and other deemed necessary City-approved manuals.

9.0 Box Culvert Supplemental Sheet

The Engineer shall make calculations necessary to complete a Box Culvert Supplement Standard.

10.0 Drainage Quantity Sheet

The Engineer shall compute and tabulate drainage quantities.

11.0 Drainage Standards

The Engineer shall select appropriate drainage standard sheets.

AMERICAN STRUCTUREPOINT, INC.
ESTIMATED FEE SUMMARY
City of Pflugerville
Rowe Loop Improvements

Task	Sheets	Principal	QA/QC	PM	Sr Proj Eng	Proj Eng	EIT	Total Hours	Total Labor
		\$260.00	\$240.00	\$220.00	\$190.00	\$150.00	\$115.00		
PROJECT MANAGEMENT AND ADMINISTRATION		2	32	16	8	0	0	58	\$ 13,240.00
1. Coordinate with prime consultant		2		8	4			14	\$ 3,040.00
2. Meetings (Kickoff, review, coordination)				8	4			12	\$ 2,520.00
3. QA/QC								0	\$ -
60%			12					12	\$ 2,880.00
90%			12					12	\$ 2,880.00
Final			8					8	\$ 1,920.00
ROADWAY (Mill and Overlay)		0	0	6	2	18	36	62	\$ 8,540.00
1. Typical Sections	1			2		6	20	28	\$ 3,640.00
2. Horizontal Alignment Data	1			1		2	8	11	\$ 1,440.00
3. Roadway Quantity Sheet	1			2		10	8	20	\$ 2,860.00
4. Roadway Standards - Review				1	2			3	\$ 600.00
EROSION AND SEDIMENT CONTROL		0	0	3	6	10	50	69	\$ 9,050.00
1. Erosion Control Layouts (1"=50'; double bank)	5			1		10	48	59	\$ 7,240.00
2. SW3P Quantity Sheet	1			1	4		2	7	\$ 1,210.00
3. SW3P Standards	5			1	2			3	\$ 600.00
SIGNING AND PAVMENT MARKINGS		0	0	4	2	8	18	32	\$ 4,530.00
1. Signing and Pavement Marking Layouts (1"=50'; double bank)	5			2		4	16	22	\$ 2,880.00
2. Small sign details	1			1		4	2	7	\$ 1,050.00
3. Signing and Pavement Marking Standards	10			1	2			3	\$ 600.00
Total ASI Direct Labor Hours		2	32	29	18	36	104	221	
Percent of Total Hours		0.9%	14.5%	13.1%	8.1%	16.3%	47.1%	1	
Total ASI Direct Labor (PER) Cost									\$ 35,360.00
TOTAL PROJECT COST									\$ 35,360.00

AMERICAN STRUCTUREPOINT, INC.
ESTIMATED FEE SUMMARY
City of Pflugerville
Rowe Loop Improvements

Task	Sheets	Principal	QA/QC	PM	Sr Proj Eng	Proj Eng	EIT	Total Hours	Total Labor
		\$260.00	\$240.00	\$220.00	\$190.00	\$150.00	\$115.00		
ROADWAY (Full Depth Reconstruction Alternative)		0	0	17	41	78	342	478	\$ 62,560.00
1. Typical Sections	1			2		4	20	26	\$ 3,340.00
2. Removal plan (1"=50'; double bank)	5			2		8	24	34	\$ 4,400.00
3. Horizontal Alignment Data	1			1		2	8	11	\$ 1,440.00
4. Plan and Profile (1"=50')	10			2	16	32	90	140	\$ 18,630.00
5. Driveway Table (27 driveways)	5			2	6	20	60	88	\$ 11,480.00
6. Roadway Quantity Sheet	1			2		12	16	30	\$ 4,080.00
7. Roadway Standards	3			1	1			2	\$ 410.00
8. Cross Sections (50' Interval)	40			4	12		100	116	\$ 14,660.00
9. Earthwork				1	6		24	31	\$ 4,120.00
DRAINAGE		0	0	8	51	4	140	203	\$ 28,150.00
1. Site Visit					3		4	7	\$ 1,030.00
2. Drainage Area Map	2				4		12	16	\$ 2,140.00
3. Hydrology				1	5		16	22	\$ 3,010.00
4. Hydraulics				1	5		20	26	\$ 3,470.00
5. Hydraulic Data Sheet (1 cross-culvert)	1			1	2		12	15	\$ 1,980.00
6. Culvert Layout Sheet (1 cross-culvert)(1"=20')	1			1	2	4	16	23	\$ 3,040.00
7. Driveway/Sidestreet Culvert Design & Summary (21 culverts)	2			1	21		42	64	\$ 9,040.00
8. Ditch Tables & Calculations	2			1	4		13	18	\$ 2,475.00
9. Box Culvert Supplemental Sheet	1				1		1	2	\$ 305.00
10. Drainage Quantity Sheet	1			1	2		4	7	\$ 1,060.00
11. Drainage Standards	6			1	2			3	\$ 600.00
TOTAL PROJECT COST USING FULL DEPTH ALTERNATIVE									\$ 117,530.00



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

December 14, 2021
Arias Project No. 2021-1341

VIA Email: jhastings@cobbhendley.com

Ms. Julie Hastings, P.E., MBA
Cobb Fendley & Associates, Inc.
505 E. Huntland Drive, Suite 100
Austin, Texas 78752

RE: Proposal for Pavement Consulting
Street Reconstruction in Pflugerville – Package 3
Pflugerville, Texas

Dear Ms. Hastings,

Arias & Associates, Inc. (Arias) is pleased to provide this proposal for geotechnical engineering services for the above referenced project. Our understanding of the project is based on the information provided by you, including a Draft 2019 Pavement Condition Report prepared by Data Transfer Solutions. The following sections present our understanding of the project and the proposed investigation.

Project Information

The project consists of street improvements on multiple streets including industrial and residential streets in Pflugerville, TX. The project includes the following segments:

1. Industrial

- 670 LF along Dalshank Steet from FM685 to Mashburn Steet
- 1,200 LF along Mashburn Steet from Dalshank St to Sullivan Steet
- 1,500 LF along Algreg Steet from Dalshank Steet to Rowe Lane
- 710 LF along Sullivan Steet from FM685 to Mashburn Steet
- 250 LF along Option Avenue

2. Residential (Large Lot)

- 5,000 LF along Rowe Loop

3. Residential (Typical)

- 1,700 LF along Grand National Avenue
- 2,860 LF along Diablo Drive from Misty Shore Lane to Vilamoura

Pavement improvements and rehabilitation may include surface sealing, patching, milling, overlaying, reclamation, or replacement. The addition of curb & gutter, sidewalks, and storm water infrastructures may be considered. We understand that the design of roadway and these structures have not been finalized.

Proposed Investigation

1. FWD and GPR Testing and Analysis

Perform non-destructive testing (NDT) using Falling Weight Deflectometer (FWD) and Ground Penetrating Radar (GPR) methods. The purpose of the testing is to evaluate overall pavement uniformity on a macro scale. The analysis includes backcalculation of pavement layer moduli, pavement thickness based on GPR, and Remaining Service Life (RSL). This scope will be subconsulted to Applied Research Associates, Inc. (ARA), and is described in greater details in the attached proposal in Exhibit A.

Arias will perform 11 pavement cores on the streets to confirm pavement layer thickness, and for analyses of GPR and pavement layer moduli. Final / actual core locations will be selected in collaboration with ARA. Cores will be repaired with compacted cold patch asphalt.

2. Engineering and Reporting

Based on the findings of the NDT and coring data, traffic loads (provided by others or based on street classifications), and presumptive subsurface conditions, we will make recommendations for pavement rehabilitation and design life. Overlays, reclamation, or replacement sections will be checked using the 1993 AASHTO design methodology, with each alternative checked using FPS-21.

We will issue a draft of our report for review and comment prior to finalizing our recommendations.

3. Contingency Subsurface Drilling and Testing

In the event of unforeseen or unexplained NDT findings, we recommend a contingency plan for up to one day of subsurface drilling and testing. Such conditions may include areas of high subgrade deflection or pavement thicknesses that are inconsistent with pavement performance. The need for contingency borings, boring locations, and depths will be determined in collaboration with the project team.

Borings would be drilled using a truck-mounted rig in areas clear of underground and overhead utilities. If performed, we anticipate borings will require traffic control assistance. We will obtain an excavation permit in accordance with the City of Pflugerville permit program. Engineered traffic control plans are beyond the scope of this proposal and will be performed by others if required.

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

If groundwater is encountered, the groundwater levels within the open borehole will be recorded at the time of drilling and immediately following drilling. The boreholes will be backfilled with a mixture of cuttings generated by drilling operations and bentonite pellets; and will be finished with compacted cold patch asphalt.

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

Proposed Fee

We propose that the fee to perform the above outlined base scope of services on a time and materials basis not to exceed **\$34,460.00**. In addition, we recommend a contingency budget of **\$7,990.00**. A Geotechnical Cost Breakdown is presented on the attached Exhibit C. The work will be performed as outlined in the General Conditions included with this proposal.

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

- Mobile pavement coring operations will be performed without traffic control using a generator, water tank and drilling tools from a pickup truck. Our trucks will operate ROW beacons and traffic cones to alert drivers of our presence.
- Prior to contingency drilling operations, we will obtain excavation permits. Small traffic control will be required including signs and cones.
- Maps of existing utilities will be provided to Arias prior to our site visit. We will notify Texas 811 at least 72 hours prior to drilling to clear the location of public utilities. However, private utilities are not cleared by the Texas 811 system. Arias will not be responsible for damaged utilities that were not identified to us.
- Coring and drilling will be performed during normal working hours (8 am to 5 pm), Monday to Friday. No overtime or weekend working hours are considered.

Schedule

Upon receiving written authorization, we will perform coring operations within 1 week, and expect NDT results within 4 weeks. If required, subsurface drilling and testing will require an additional 4 weeks.

We will submit a draft GDR within 2 weeks of completion of our field investigation and testing. of formal authorization, with the draft GDM submitted within 2 to 3 weeks following the GDR. We will keep you verbally informed of our findings as they become available.

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

Proposal Acceptance

Please let us know if this proposal meets your expectations. We understand that proposal authorization and


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

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

Sincerely,

ARIAS & ASSOCIATES, INC.

TBPE Registration No: F-32



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



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

Attachments

- Exhibit A – ARA's Scope and Fee Estimate
- Exhibit B – Preliminary Core Location Map
- Exhibit C – Geotechnical Cost Estimate
- General Conditions (20140214R1)



November 30, 2021

Dr. Nan Zhang, Ph.D., P.E.
Geotechnical Engineer
ARIAS
13581 Pond Springs Rd., Suite 210
Austin, TX 78729
Office: 512-428-5550
Cell: 512-831-8363
Email: nzhang@ariasinc.com

Subject: **REF: FWD and GPR testing and analysis on Multiple Streets in The City of Pflugerville, Texas**

Dear Mr. Zhang:

Applied Research Associates (ARA), Inc. appreciates the opportunity to submit to ARIAS this proposal to perform pavement non-destructive testing (NDT) and analysis using the Falling Weight Deflectometer (FWD) and Ground Penetrating Radar (GPR) on multiple streets in the City of Pflugerville, Texas. Testing will be performed in 1 lane 1 direction only, and the analysis will include; backcalculation of pavement layer moduli, pavement thickness based on GPR and Remaining Service Life (RSL).

If you have any questions or need additional information, please do not hesitate to contact us.

Sincerely,
Applied Research Associates, Inc.
TBPE Firm Registration No. F-4631

A handwritten signature in blue ink, appearing to read "Omar Elbagalati".

Omar Elbagalati, Ph.D., P.E.
Senior Civil Engineer

A handwritten signature in blue ink, appearing to read "Michael R. Harrell".

Mike Harrell, P.E.
Principal Engineer / Division Manager

1 PROJECT UNDERSTANDING

Applied Research Associates, Inc. (ARA) understands that ARIAS requires FWD and GPR testing to be performed in 1 lane 1 direction on multiple streets at the City of Pflugerville, TX. The figure below shows the general project location with the streets to be tested highlighted in red.

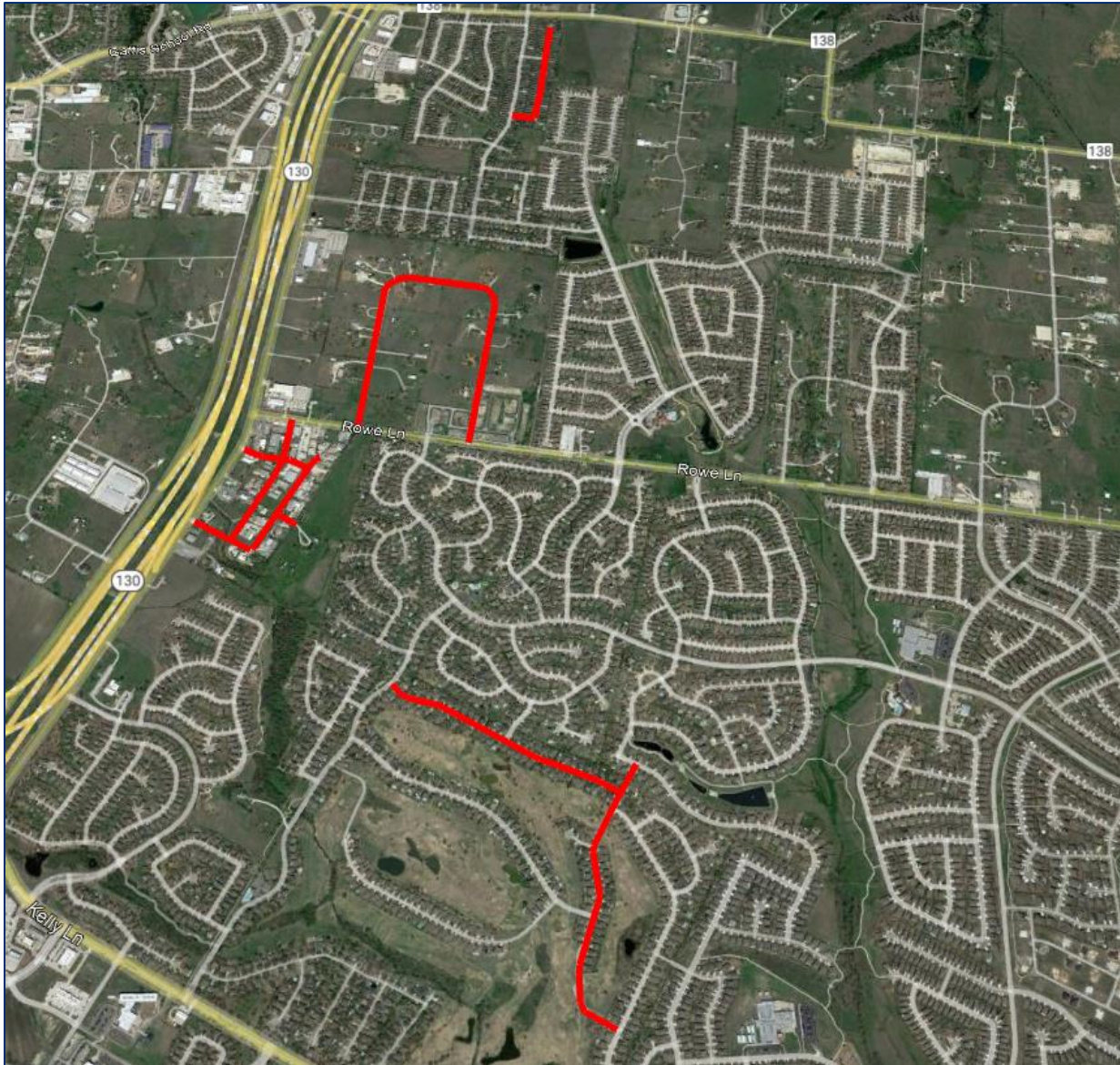


Figure 1 – General Project Location

Table 1 Testing Limits and FWD Testing Intervals

Street Name	Length (ft.)	#Directions	#Lanes	Interval (ft.)	# FWD Points
Diablo Dr.	2,860	1	1	100	29
Butler National Dr.	2,500	1	1	100	25
Dalshank St	700	1	1	100	7
Option Ave	240	1	1	100	4
Algreg St	1,600	1	1	100	16
Sullivan St	700	1	1	100	7
Mashburn St	1,300	1	1	100	13
Rowe Loop	5,000	1	1	100	50
Grand National Ave	1,700	1	1	100	17
Total					168

2 SCOPE OF SERVICES

FWD and GPR data will be collected on the streets presented above in Table 1. Our team will analyze the resulting load-deflection data and GPR data to estimate backcalculated layer moduli, pavement layer thickness and pavement RSL. It is assumed that pavement layer thicknesses from cores as well as traffic volume data will be provided by ARIAS. Also, lane closure and/or traffic control activities will be the responsibility of ARIAS.

We understand that the following deliverables are required for this task:

- Google Earth maps showing the FWD and the GPR test locations
- Raw FWD and GPR data files;
- Spreadsheets showing pavement layer thickness based on GPR
- Pavement layer moduli results;
- Remaining Service Life (RSL) analysis result;
- A report summarizing the testing activities and findings.

3 PROPOSED SCHEDULE

ARA will provide the aforementioned deliverables on the following schedule:

Deliverable/Milestone	Due Date
RAW FWD Files	2 days after data collection
Google Earth Maps of Testing Locations	2 days after data collection
Analysis Results (layer moduli, Thickness & RSL)	2 weeks after data collection and receiving layer thickness and traffic data
Report	3 weeks after data collection

4 PROJECT PRICE

The fee for this project is \$17,900, to be invoiced as percent complete of each task on a monthly basis.

Task	Fee
Item 1 - Project Management	\$1,200
Item 2 - FWD and GPR Data Collection	\$3,700
Item 3 - FWD Data Analysis	\$8,000
Item 4 - GPR Analysis	\$3,200
Item 5 - Reporting and Data Delivery	\$1,800
Total	\$17,900

ARA will provide the services noted in this proposal on a firm fixed price basis. ARA will submit one single invoice after submitting the draft report for payment to be made within 30 days of receipt of invoice (Net 30).

Should changes to the project scope be requested or required, ARA reserves the right to review and increase our fee based on the change in the level of effort. This will not be done, however, without prior approval of the client.

5 GROUND RULES AND ASSUMPTIONS

ARA's offering is based on the following ground rules and assumptions. Should any of these be adjusted during negotiations, the proposed offer, including pricing may be subject to change.

1. ARIAS will provide pavement cores information
2. ARIAS or its Client need to provide adequate traffic control during the FWD testing. Please note that our proposal does not include any costs associated with traffic control, permits, permissions or safety training/classes.

3. FWD testing requires dry weather conditions and all field testing will be performed keeping the weather forecast under consideration. Any delays caused at no fault to ARA after our personnel/equipment have mobilized may incur standby charges of \$2,000 per day plus applicable hotel/per diem expenses.

6 ACCEPTANCE OF PROPOSAL

Your signature below indicates your acceptance of this proposal in accordance with the scope, price, schedule, and the terms and conditions contained herein, and will create a binding agreement between you and ARA. This acceptance will act as a notice to proceed.

Acceptance and Authorization
Name (print)
Title
Signature:
Date:

Exhibit B-1 Geologic Map

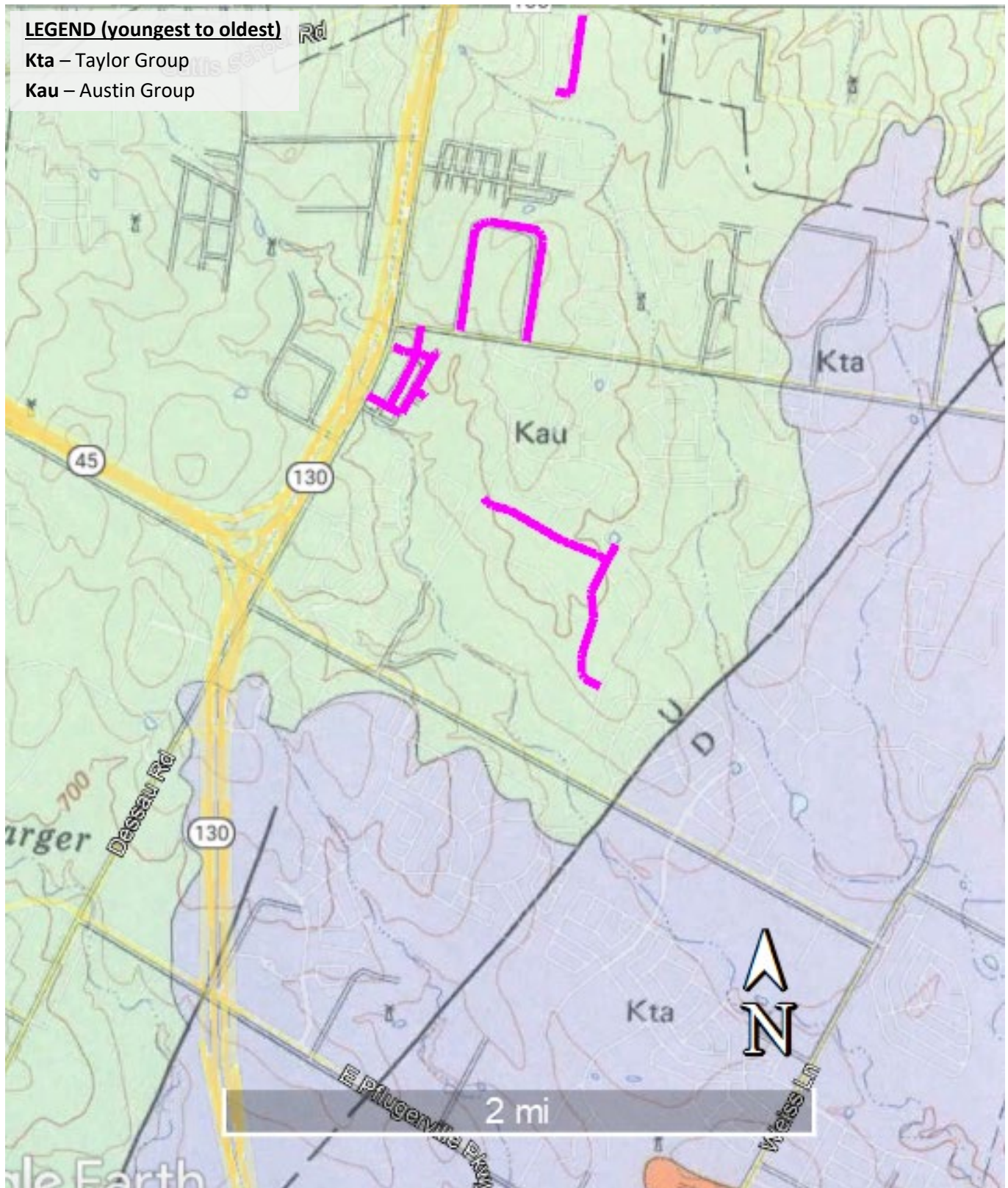
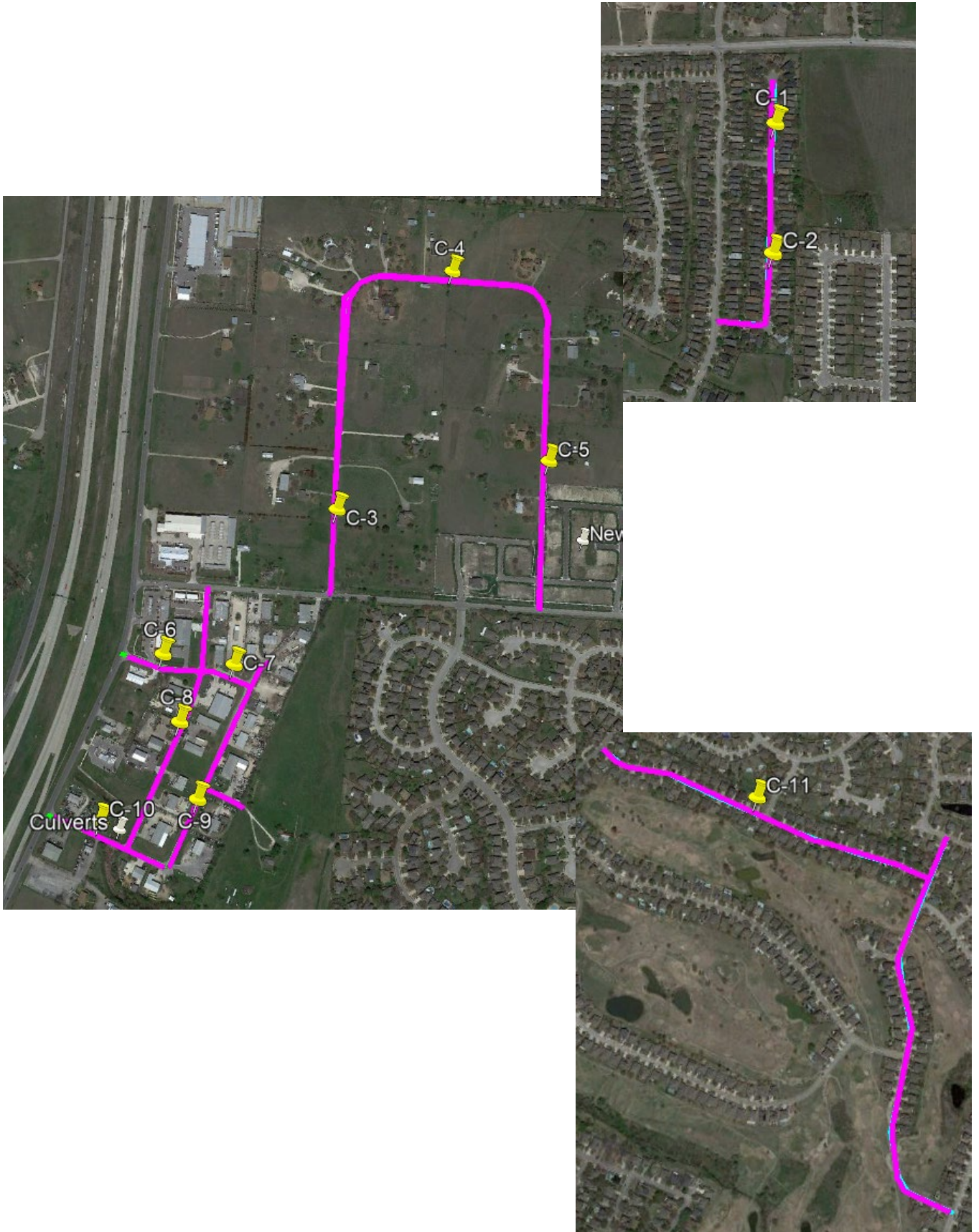


Exhibit B-2 Pave Core Location Maps





Geotechnical Cost Breakdown
Street Reconstruction in Pflugerville - Package 3
Pflugerville, Texas

Task Item Description	Est. Qty.	Unit	Unit Price	Est. Total Price
1 FWD and GPR Testing				
1.1 Planning and Coordination				
Engineering Associate (Field Coordination)	14	hr	\$ 85.00	\$ 1,190.00
Trip Charge	2	ea	\$ 50.00	\$ 100.00
Project Engineer, Project Manager	8	hr	\$ 140.00	\$ 1,120.00
Senior Geotechnical Engineer	4	hr	\$ 175.00	\$ 700.00
			1.1 Subtotal	\$ 3,110.00
1.2 Pavement Coring				
Trip Charge (round-trip)	4	ea	\$ 50.00	\$ 200.00
2-Man Coring Crew	16	hr	\$ 110.00	\$ 1,760.00
Core Equipment Charge	2	day	\$ 120.00	\$ 240.00
			1.2 Subtotal	\$ 2,200.00
1.3 Subconsultant ARA Fees				
FWD and GPR Testing, subconsultant ARA	1	ea	\$ 17,900.00	\$ 17,900.00
Arias 5% Markup on Outside Services	10%	ls	\$ 17,900.00	\$ 1,790.00
			1.3 Subtotal	\$ 19,690.00
			Field Exploration TOTAL:	\$ 25,000.00
2 Engineering and Reporting				
Senior Geotechnical Engineer	16	hr	\$ 175.00	\$ 2,800.00
Project Engineer	40	hr	\$ 140.00	\$ 5,600.00
Engineer in Training (EIT)	8	hr	\$ 100.00	\$ 800.00
Data Processing	4	hr	\$ 65.00	\$ 260.00
			Engineering TOTAL:	\$ 9,460.00
			Base TOTAL:	\$ 34,460.00
3 Contingency Drilling and Testing				
Mobilization (drill rig)	1	ea	\$ 550.00	\$ 550.00
Soil Drilling and Sampling - 1 Day Minimum Fee	8	hr	\$ 300.00	\$ 2,400.00
Traffic Control, Outside Services (Estimate)	1	day	\$ 2,000.00	\$ 2,000.00
Patch Holes - Concrete/Asphalt	3	ea	\$ 65.00	\$ 195.00
Permit	1	ea	\$ 285.00	\$ 285.00
EIT, Planning, Layout, Coord	8	hr	\$ 100.00	\$ 800.00
Drill Logger	8	hr	\$ 75.00	\$ 600.00
Moisture Content	6	ea	\$ 15.00	\$ 90.00
Atterberg Limits	6	ea	\$ 75.00	\$ 450.00
Grain Size Analysis (Includes Percent Passing #200 Sieve)	6	ea	\$ 75.00	\$ 450.00
Lab Manager	2	ea	\$ 85.00	\$ 170.00
			Contingency TOTAL:	\$ 7,990.00
Project Total				\$ 42,450.00

ARIAS & ASSOCIATES, INC.
PROFESSIONAL SERVICES AGREEMENT
GEOTECHNICAL AND ENVIRONMENTAL
GENERAL CONDITIONS
(20140214R1)

This Professional Services AGREEMENT between Arias & Associates, Inc., hereinafter defined as "ARIAS" and CLIENT includes the attached Proposal and these General Conditions which constitute the AGREEMENT. ARIAS will perform its Services under this Agreement as an independent contractor.

1. Parties. CLIENT is defined as the entity that authorizes performance of services as stated in the Proposal by ARIAS and any entity that accepts responsibility for payment as stated in these General Conditions. If the CLIENT is ordering the services on behalf of another, the CLIENT represents and warrants that the CLIENT is authorized to act on behalf of said party in ordering and directing ARIAS' services. ARIAS will provide the proposed services to and for the CLIENT. The AGREEMENT is not intended to benefit any other person or entity. CONTRACTOR is defined as the CONTRACTOR or contractors, and including its/their subcontractors of every tier, retained to perform construction Work on the Project for which ARIAS is providing Services under this AGREEMENT.
2. Work. Work is defined as the labor, materials, equipment and services of CONTRACTOR.
3. Testing. Testing is defined as the measurement, examination, performance of tests, and any other activities to determine the characteristics or performance of materials.
4. Scope of Services. The scope of services is outlined in the Proposal, which along with these General Conditions, constitutes the Agreement. "Services" means the specific analytical, testing or other service to be performed by ARIAS & ASSOCIATES INC, hereinafter referred to as ARIAS, as set forth in ARIAS' proposal, CLIENT's acceptance thereof and these General Conditions. The CLIENT has sole responsibility for determining whether the scope of ARIAS' services is adequate and sufficient based on the CLIENT's needs and budgetary constraints. The verbal or written ordering of services of ARIAS shall constitute acceptance of the terms of ARIAS' proposal and these General Conditions, regardless of the terms of any subsequently issued document. Arias has no right or responsibility to approve, accept, reject or stop work of any agent or the CLIENT, including CONTRACTOR.
5. On-Site Responsibilities and Risks. Unless otherwise agreed, CLIENT will furnish right-of-entry and obtain permits as required for ARIAS to perform the fieldwork. ARIAS will take reasonable precautions to minimize damage to land and other property caused by ARIAS's operations, but ARIAS has not included in the fee the cost of restoration of damage that may occur. If CLIENT desires ARIAS to restore the site to its former conditions and if ARIAS agrees to do so, ARIAS will undertake the repairs and add the cost to the fee.
6. Toxic and Hazardous Materials. CLIENT will provide ARIAS with all information within its possession or knowledge as to the potential occurrence of toxic or hazardous materials at the site being investigated. ARIAS is entitled to reasonably rely on all such information. If toxic or hazardous materials are encountered though not anticipated as stated in ARIAS's Proposal, ARIAS reserves the right to demobilize field operations at CLIENT's expense. Remobilization may proceed upon agreement by ARIAS and with CLIENT's acceptance of proposed safety fee adjustments.
7. Utilities and Pipelines/Subsurface Indemnification. While performing fieldwork, ARIAS will take reasonable precautions to avoid damage to sub-surface structures, pipelines and utilities. CLIENT AGREES TO DEFEND, INDEMNIFY AND HOLD ARIAS AND ITS OFFICERS, AGENTS, EMPLOYEES AND SUBCONTRACTORS HARMLESS FROM ALL CLAIMS, SUITS, LOSSES, COSTS AND EXPENSES INCLUDING REASONABLE ATTORNEY'S FEES AS A RESULT OF PERSONAL INJURY, DEATH OR PROPERTY DAMAGE OCCURRING WITH RESPECT TO THE PERFORMANCE OF ARIAS'S SERVICES AND ARISING FROM SUBSURFACE CONDITIONS WHICH ARE NOT CALLED TO ARIAS'S ATTENTION AND/OR CORRECTLY SHOWN ON PLANS FURNISHED.
8. Representations. CLIENT acknowledges that subsurface conditions may vary from those encountered at the location where borings, surveys, tests or explorations are made and that ARIAS'S data, interpretations and recommendations are based solely on the information available to ARIAS, constitutes ARIAS'S opinion based on professional judgment and should not be interpreted as representations of fact. CLIENT represents that it has disclosed to ARIAS all information about conditions at the site of which CLIENT or any representative of CLIENT is aware.
9. Use of Information by Others. ARIAS is not responsible for the interpretation by those other than the CLIENT of the information provided to our CLIENT, including the Instruments of Professional Service.
10. Limitation of Liability. THE TOTAL CUMULATIVE LIABILITY OF ARIAS, ITS SUBCONSULTANTS AND SUBCONTRACTORS, AND ALL OF THEIR RESPECTIVE SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS (COLLECTIVELY "ARIAS ENTITIES") TO CLIENT ARISING FROM SERVICES UNDER THIS AGREEMENT, INCLUDING ANY AMENDMENT HERETO, INCLUDING ANY REIMBURSEMENT OF ATTORNEY'S FEES AND/OR INDEMNITY OBLIGATION UNDER THIS AGREEMENT, WILL NOT EXCEED THE GROSS COMPENSATION RECEIVED BY ARIAS UNDER THIS AGREEMENT OR \$50,000, WHICHEVER IS GREATER. THIS LIMITATION APPLIES TO ALL LAWSUITS, CLAIMS OR ACTIONS THAT ALLEGE ERRORS OR OMISSIONS IN THE ARIAS ENTITIES'S SERVICES, WHETHER ALLEGED TO ARISE IN TORT, CONTRACT, WARRANTY OR OTHER LEGAL THEORY.
11. Invoices and Payment. An invoice will be submitted monthly or upon completion of ARIAS' scope of services. Payment is due upon receipt of invoice. CLIENT agrees to pay a finance charge of 1.5% per month or the maximum legal rate on past due accounts.
12. Credit Check. ARIAS reserves the right to inquire with third parties as to CLIENT's credit and ARIAS reserves the right to cancel this Proposal and Agreement with CLIENT if ARIAS, in its sole discretion, is not fully satisfied with such inquiry.
13. Construction Observation. ARIAS shall not supervise, direct or have control over the CONTRACTOR's Work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the CONTRACTOR. Arias is not responsible for the CONTRACTOR's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the CONTRACTOR in accordance with the Contract Documents. ARIAS shall not be responsible for any acts or omissions of the CONTRACTOR, subcontractor, or any entity performing any portions of the Work, or any agents or employees of any of them. ARIAS does not guarantee the performance of the CONTRACTOR and shall not be responsible for the CONTRACTOR's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

Observations and standardized sampling, inspection and testing procedures employed by ARIAS will indicate conditions of materials and construction activities only at the precise location and time where and when Services were performed. CLIENT recognizes that conditions of materials and construction activities at other locations may vary from those measured or observed and that conditions at one location and

time do not necessarily indicate the conditions of apparently identical materials(s) at other locations and times. Services of ARIAS, even if performed on a continuous basis, should not be interpreted to mean that ARIAS is observing, verifying, testing or inspecting all materials on the Project. ARIAS is responsible only for those data, interpretations, and recommendations regarding the actual materials and construction activities observed, sampled, inspected or tested and is not responsible for other parties' interpretations or use of the information developed. ARIAS may make certain inferences based upon the information derived from these procedures to formulate professional opinions regarding conditions in other areas.


14. Termination of Services. This Agreement may be terminated with or without cause by the CLIENT or ARIAS upon written notice. In the event of termination, the CLIENT shall pay ARIAS for all services rendered to the date of termination and all reimbursable expenses due to termination. If termination for cause is determined not to exist, then the termination will be considered a termination for convenience.
15. Changed Conditions. The CLIENT shall rely on ARIAS' judgment as to the continued adequacy of the Scope of Services of this Agreement in light of occurrences or discoveries that were not originally contemplated by or known to ARIAS. Should ARIAS call for contract renegotiation, ARIAS shall identify the changed project or subsurface conditions necessitating renegotiation and the CLIENT shall promptly and in good faith enter into renegotiation of this Agreement. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement. ARIAS reserves the right to refuse to perform services not expressly included in the scope of services outlined in the proposal.
16. Indemnification. THE CLIENT AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY, DEFEND AND HOLD HARMLESS ARIAS, ITS OFFICERS, DIRECTORS, EMPLOYEES AND SUBCONSULTANTS (COLLECTIVELY, "ARIAS ENTITIES") AGAINST ALL DAMAGES, LIABILITIES OR COSTS INCLUDING REASONABLE ATTORNEY'S FEES AND DEFENSE COSTS, ARISING OUT OF, RELATED TO OR CAUSED BY THE CLIENT'S ACTS IN CONNECTION WITH THE PROJECT AND THE ACTS OF ITS REPRESENTATIVES, CONTRACTORS, SUBCONTRACTORS, OR CONSULTANTS OR ANYONE FOR WHOM THE CLIENT IS LEGALLY LIABLE, OR THE FAILURE TO MAINTAIN OR REPAIR THE PROJECT BY ANYONE.
17. Mediation/Choice of Law & Venue. All disputes between the parties regarding this Agreement or the services performed hereunder shall be subject to mandatory mediation prior to either party instituting arbitration or litigation. All disputes shall be resolved in accordance with the laws of the State of Texas and the parties agree that the venue for any mediation, arbitration, or litigation shall be in Bexar County, Texas.
18. Duration of Offer. The rate pricing, scope, and conditions offered in this proposal will remain in force and effect for a period of 60 days from the date of this proposal. If the proposal has not been accepted by execution and returned within the 60-day period, ARIAS reserves the right to revise any rate pricing, scope or condition in the proposal as may be necessary.
19. Third-Party Beneficiaries. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or ARIAS. ARIAS' services under this Agreement are being performed solely for the CLIENT'S benefit, and no other party or entity shall have any claim against ARIAS because of this Agreement or the performance or nonperformance of services hereunder. The CLIENT and ARIAS agree to require a similar provision in all contracts with CONTRACTORS, subcontractors, subconsultants, vendors and other entities involved in the Project to carry out the intent of this provision.
20. Assignment. During the term of this AGREEMENT and following its termination for any reason, neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party. Subcontracting to subconsultants normally contemplated by ARIAS shall not be considered as an assignment for purposes of this Agreement.
21. No Personal Liability. CLIENT and ARIAS intend that ARIAS' services will not subject ARIAS' individual employees, officers or directors to any personal liability. Therefore, and notwithstanding any other provision of this Agreement, CLIENT agrees as its sole and exclusive remedy to direct or assert any claim, demand or suit only against Arias & Associates, Inc.
22. Insurance. ARIAS will maintain the following minimum coverages: Statutory Workers' Compensation/Employer's Liability Insurance; Commercial General Liability Insurance with a combined single limit of \$1,000,000; Automobile Liability Insurance, including liability for all owned, hired and non-owned vehicles with minimum limits of \$1,000,000 for bodily injury per person, \$1,000,000 property damage, and \$1,000,000 combined single limit per occurrence; and ; Professional Liability Insurance in amounts of \$1,000,000 per claim and annual aggregate. ARIAS will provide CLIENT with certificates of insurance evidencing the existence of these policies. Except for Professional Liability and Workers' Compensation Insurance, all policies required under this AGREEMENT shall contain a waiver of subrogation.
23. Integration and Severability. This AGREEMENT reflects the parties' entire Agreement with respect to its terms and limitations and supersedes all prior Agreements, written and oral. If any portion of this AGREEMENT is found void or voidable, such portion will be deemed stricken and the AGREEMENT reformed to as closely approximate the stricken portions as law allows. These terms and conditions survive the completion of the Services under and the termination of the Agreement, whether for cause or for convenience.
24. Standard of Care. In providing services under this AGREEMENT, ARIAS will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time as the Project. Upon notice to ARIAS and by mutual AGREEMENT between the parties, ARIAS will without additional compensation, correct those services not meeting this standard. ARIAS makes no warranty, express or implied, as to its professional services rendered under this AGREEMENT.
25. Consequential Damages. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the CLIENT nor ARIAS, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, delay, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including but not limited to negligence, strict liability, breach of contract and breach of strict or implied warranty.
26. Instruments of Professional Service. Instruments of Professional Service are defined as all documents and information – e.g., letters, memoranda, reports, boring logs, maps, field data, field notes, drawings and specifications and test data – prepare by ARIAS. Except as otherwise agreed to by CLIENT and ARIAS, Instruments of Professional Service are and shall remain ARIAS' property, and ARIAS has the right, in its sole discretion, to dispose of or retain the Instruments of Professional Service. CLIENT will not provide Instruments of Professional Service to any other person or entity without ARIAS' prior written consent.
27. Unauthorized Use. Any reuse or modification of the Instruments of Professional Service by CLIENT or anyone obtaining it through CLIENT will be at CLIENT'S sole risk and without liability to ARIAS. CLIENT will defend, indemnify and hold ARIAS harmless from all third

party claims, demands, actions, and expenses (including reasonable attorney's fees, expert fees, and other costs of defense) arising out of or in any way related to the reuse or modification of the Instruments of Professional Service by CLIENT or anyone obtaining the Instruments of Professional Service through CLIENT.

28. Statutes of Limitations. The Parties hereto agree that any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events no later than the date of substantial completion of ARIAS'S services hereunder.

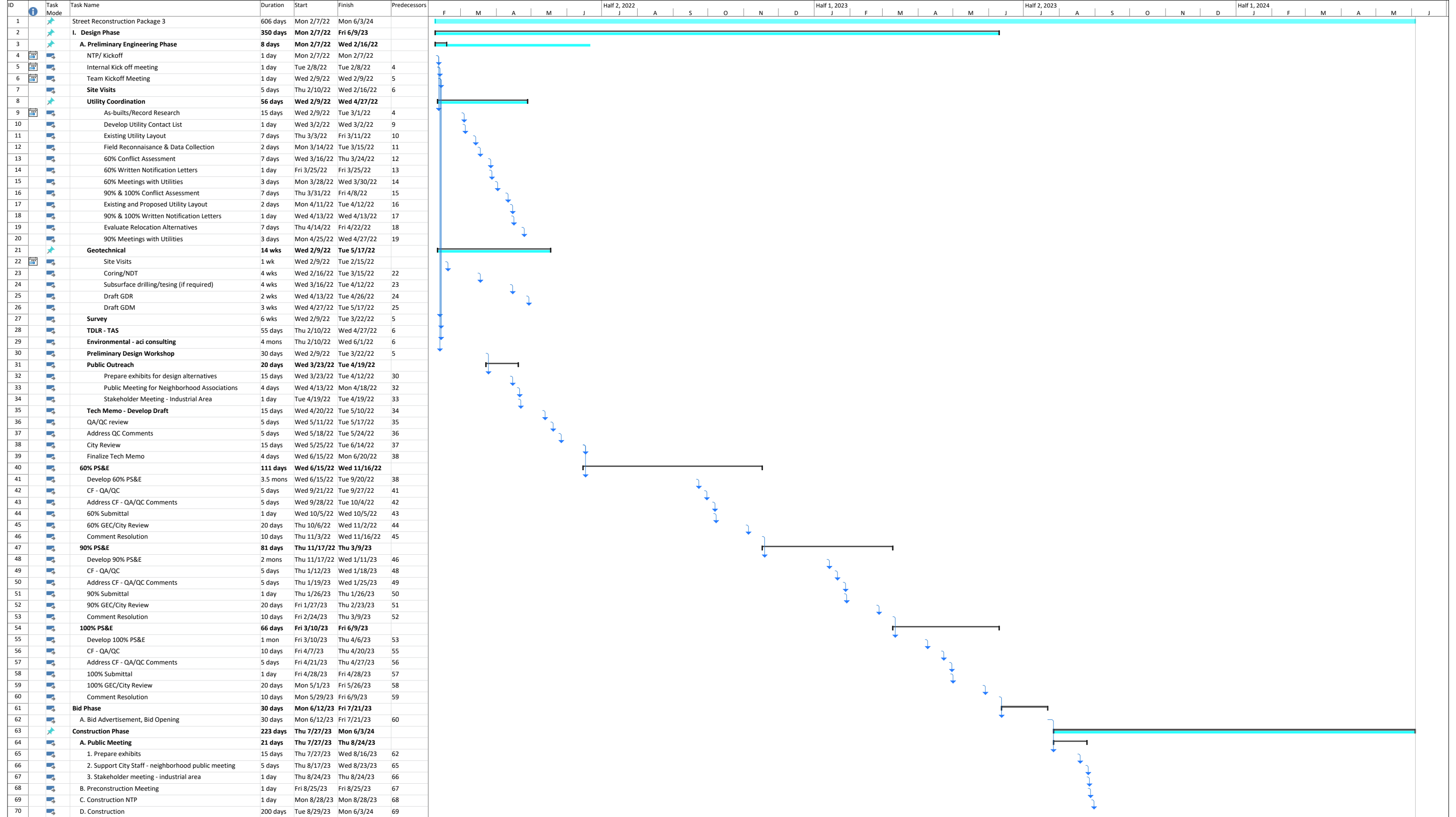
ARIAS and CLIENT hereby agree to the terms and conditions of this Proposal and have caused this AGREEMENT to be executed by their duly authorized officers and made effective as of the day and year first written above.

Consultant: **ARIAS & ASSOCIATES, INC.**

By:  Date: December 14, 2021
Printed Name: John S. Landwermeyer, P.E. Title: Managing Principal, Austin Operations
Address: 13581 Pond Springs Road, Suite 210
Austin, Texas 78729
Phone: (512) 428-5550 Fax: (512) 428-5525

CLIENT: _____
By: _____ Date: _____
Printed Name: _____ Title: _____
Address: _____
Phone: _____ Fax: _____

City of Pflugerville
Street Reconstruction Package 3
Design Schedule
December 21, 2021



Project: msproj11
Date: Tue 12/21/21

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

Page 1