

**PROFESSIONAL SERVICES AGREEMENT
FOR
PFLUGER FARM LANE**

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

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

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

I. DEFINITIONS

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

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

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

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

II. TERM

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

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

III. SCOPE OF SERVICES

Consultant agrees to provide the services described in this Article III entitled Scope of Services in exchange for the compensation described in Article IV. Compensation. Scope of Services are detailed in *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 three hundred and forty nine thousand, nine hundred and ninety five dollars and eighty cents (\$349,995.80) as total compensation, to be paid to Consultant as further detailed in *Attachment B*.

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

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

V. OWNERSHIP OF DOCUMENTS

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

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

VI. RECORDS RETENTION

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

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

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

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

VII. TERMINATION

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

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

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

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

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

7.4.1 Bankruptcy or selling substantially all of company's assets

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

7.4.3 Performing unsatisfactorily

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

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

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

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

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

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

VIII. NOTICE

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

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|---------------------------------|--|
| If intended for City, to: | City of Pflugerville Attn: Patricia Davis, P.E. City Engineer P.O. Box 589 Pflugerville, Texas 78691 |
| If intended for Consultant, to: | Kimley-Horn and Associates, Inc. Attn: Brian Boecker, P.E. Vice President 10814 Jollyville Road, Bldg 4, Suite 200 Austin, Texas 78759 |

IX. INSURANCE

9.1 Prior to the commencement of any work under this Agreement, Consultant shall furnish copies of all required endorsements and an original completed Certificate(s) of Insurance to the City, which shall be clearly labeled “*Pfluger Farm Lane*” in the Description of Operations block of the Certificate. The original Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept Memorandum of Insurance or Binders as proof of insurance. The original certificate(s) or form must have the agent’s original signature, including the signer’s company affiliation, title and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer’s authorized representative to the City. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the City. No officer or employee, other than the City Attorney, shall have authority to waive this requirement.

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

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

City of Pflugerville

Insurance Requirements

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

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

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

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

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

9.4 The City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page and all endorsements thereto as they apply to the limits required by the City, and may require the deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the Parties hereto or the underwriter of any such policies). Consultant shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Consultant shall pay any costs incurred resulting from said changes.

City of Pflugerville
Capital Improvement Program
P.O. Box 589
Pflugerville, Texas 78691-0589

9.5 Consultant agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:

- Name the City, its officers, officials, employees, volunteers, and elected representatives as ***additional insured by endorsement under terms satisfactory to the City***, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;

- Provide for an endorsement that the “other insurance” clause shall not apply to the City of Pflugerville where the City is an additional insured shown on the policy;
- Workers’ compensation and employers’ liability policies will provide a waiver of subrogation in favor of the City.
- Provide thirty (30) calendar days advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

9.6 Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Consultant shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Consultant’s performance should there be a lapse in coverage at any time during this Agreement. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

9.7 In addition to any other remedies the City may have upon Consultant’s failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Consultant to stop work hereunder, and/or withhold any payment(s) which become due to Consultant hereunder until Consultant demonstrates compliance with the requirements hereof.

9.8 Nothing herein contained shall be construed as limiting in any way the extent to which Consultant may be held responsible for payments of damages to persons or property resulting from Consultant’s or its subcontractors’ performance of the work covered under this Agreement.

9.9 It is agreed that, excepting Professional Liability, Consultant’s insurance shall be deemed primary and non-contributory with respect to any insurance or self-insurance carried by the City of Pflugerville for liability arising out of operations under this Agreement.

9.10 It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement.

9.11 Consultant and any of its Subcontractors are responsible for all damage to their own equipment and/or property.

X. INDEMNIFICATION

10.1 CONSULTANT covenants and agrees to INDEMNIFY and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, or liability for damages caused by or resulting from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by the CONSULTANT or the CONSULTANT’s agent, CONSULTANT under contract, or another entity over which the CONSULTANT exercises control. Such acts may include personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to CONSULTANT’S activities under this Agreement, including any negligent or intentional acts or omissions of CONSULTANT, any agent, officer, director, representative, employee,

consultant or subcontractor of CONSULTANT, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its elected officials, employees, officers, directors, volunteers and representatives, in instances where such negligence causes personal injury, death, or property damage. In no event shall the indemnification obligation extend beyond the date with when the institution of legal or equitable proceedings for the professional negligence would be barred by any applicable statute of repose or statute of limitations.

10.2 The provisions of this INDEMNITY are solely for the benefit of the Parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. CONSULTANT shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or CONSULTANT known to CONSULTANT related to or arising out of CONSULTANT's activities under this AGREEMENT.

10.3 Duty to Defend – Consultant covenants and agrees to hold a DUTY TO DEFEND the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually and collectively, from and against any and all claims, liens, proceedings, actions or causes of action, other than claims based wholly or partly on the negligence of, fault of, or breach of contract by the CITY, the CITY’S agent, the CITY’S employee or other entity, excluding the CONSULTANT or the CONSULTANT’S agent, employee or sub-consultant, over which the CITY exercises control. CONSULTANT is required under this provision and fully satisfies this provision by naming the CITY and those representatives listed above as additional insured under the CONSULTANT’S general liability insurance policy and providing any defense provided by the policy upon demand by CITY.

10.4 CONSULTANT is required to perform services to the City under the standard of care provided for in Texas Local Government Code § 271.904 (d)(1-2).

10.5 Employee Litigation – In any and all claims against any Party indemnified hereunder by any employee of CONSULTANT, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation herein provided shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for CONSULTANT or any subcontractor under worker’s compensation or other employee benefit acts.

10.6 Force Majeure - City agrees that the CONSULTANT is not responsible for damages arising from any circumstances such as strikes or other labor disputes; severe weather disruptions, natural disasters, fire or other acts of God; riots, war or other emergencies; or failure of any third party governmental agency to act in timely manner not caused or contributed to by CONSULTANT.

XI. ASSIGNMENT AND SUBCONTRACTING

11.1 Consultant shall supply qualified personnel as may be necessary to complete the work to be performed under this Agreement. Persons retained to perform work pursuant to this Agreement shall be the employees or subcontractors of Consultant. Consultant, its employees or its subcontractors shall perform all necessary work.

11.2 It is City's understanding and this Agreement is made in reliance thereon, that Consultant intends to use the following subcontractors in the performance of this Agreement: Halff Associates, Professional Service Industries, Inc., and Cox|McLain Environmental Consulting. Any deviation from this subcontractor list, whether in the form of deletions, additions or substitutions shall be approved by City prior to the provision of any services by said subcontractor.

11.3 Any work or services approved for subcontracting hereunder shall be subcontracted only by written contract and, unless specific waiver is granted in writing by the City, shall be subject by its terms to each and every provision of this Agreement. Compliance by subcontractors with this Agreement shall be the responsibility of Consultant. City shall in no event be obligated to any third party, including any subcontractor of Consultant, for performance of services or payment of fees. Any references in this Agreement to an assignee, transferee, or subcontractor, indicate only such an entity as has been approved by the City.

11.4 Except as otherwise stated herein, Consultant may not sell, assign, pledge, transfer or convey any interest in this Agreement, nor delegate the performance of any duties hereunder, by transfer, by subcontracting or any other means, without the consent of the City Council, as evidenced by passage of an ordinance. As a condition of such consent, if such consent is granted, Consultant shall remain liable for completion of the services outlined in this Agreement in the event of default by the successor Consultant, assignee, transferee or subcontractor.

11.5 Any attempt to transfer, pledge or otherwise assign this Agreement without said written approval, shall be void ab initio and shall confer no rights upon any third person. Should Consultant assign, transfer, convey, delegate, or otherwise dispose of any part of all or any part of its right, title or interest in this Agreement, City may, at its option, cancel this Agreement and all rights, titles and interest of Consultant shall thereupon cease and terminate, in accordance with Article VII. Termination, notwithstanding any other remedy available to City under this Agreement. The violation of this provision by Consultant shall in no event release Consultant from any obligation under the terms of this Agreement, nor shall it relieve or release Consultant from the payment of any damages to City, which City sustains as a result of such violation.

XII. INDEPENDENT CONTRACTOR

Consultant covenants and agrees that he or she is an independent contractor and not an officer, agent, servant or employee of City; that Consultant shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of respondent superior shall not apply as between City and Consultant, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating the relationship of employer-employee, principal-agent, partners or joint ventures between City and Consultant. The Parties hereto understand and agree that the City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the Consultant under this Agreement and that the Consultant has no authority to bind the City.

XIII. CONFLICT OF INTEREST

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

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

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

XIV. AMENDMENTS

Except where the terms of this Agreement expressly provide otherwise, any alterations, additions, or deletions to the terms hereof, shall be effected by amendment, in writing, executed by both City and Consultant, and, if applicable, subject to formal approval by the City Council.

XV. SEVERABILITY

If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Charter, City Code, or ordinances of the City of Pflugerville, Texas, then and in that event it is the intention of the Parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Agreement shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein; it is also the intention of the Parties hereto that in lieu of each clause or provision of this Agreement that is invalid, illegal, or unenforceable, there be added as a part of the Agreement a clause or provision as similar in

terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

XVI. LICENSES/CERTIFICATIONS

Consultant warrants and certifies that Consultant and any other person designated to provide services hereunder has the requisite training, license and/or certification to provide said services, and meets all competence standards promulgated by all other authoritative bodies, as applicable to the services provided herein.

XVII. COMPLIANCE

Consultant shall provide and perform all services required under this Agreement in compliance with all applicable federal, state and local laws, rules and regulations.

XVIII. NONWAIVER OF PERFORMANCE

Unless otherwise specifically provided for in this Agreement, a waiver by either Party of a breach of any of the terms, conditions, covenants or guarantees of this Agreement shall not be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of either Party to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option. In fact, no waiver, change, modification or discharge by either Party hereto of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed in writing and signed by the Party to be charged. In case of City, such changes must be approved by the City Council, as described in Article XVI. Amendments. No act or omission by a Party shall in any manner impair or prejudice any right, power, privilege, or remedy available to that Party hereunder or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.

XIX. LAW APPLICABLE

19.1 THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN TRAVIS COUNTY, TEXAS.

19.2 Venue for any legal action or proceeding brought or maintained, directly or indirectly, as a result of this Agreement shall be heard and determined in a court of competent jurisdiction in Travis County, Texas.

XX. LEGAL AUTHORITY

The signer of this Agreement for Consultant represents, warrants, assures and guarantees that he has full legal authority to execute this Agreement on behalf of Consultant and to bind Consultant to all of the terms, conditions, provisions and obligations herein contained.

XXI. PARTIES BOUND

This Agreement shall be binding on and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representatives, and successors and assigns, except as otherwise expressly provided for herein.

XXII. CAPTIONS

The captions contained in this Agreement are for convenience of reference only, and in no way limit or enlarge the terms and/or conditions of this Agreement.

XXIII. INCORPORATION OF EXHIBITS

Each of the Exhibits listed below is an essential part of the Agreement, which governs the rights and duties of the Parties, and shall be incorporated herein for all purposes:

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

XXIV. ENTIRE AGREEMENT

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

XXV. MISCELLANEOUS CITY CODE PROVISIONS

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

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

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

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

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

25.6 Texas Government Code Mandatory Provision. The City of Pflugerville may not enter into a contract with a company for goods and services unless the contract contains a written verification from the company that it; (i) does not boycott Israel; and (ii) will not boycott Israel during the term of the contract. (Texas Government Code, Chapter 2270.002) by accepting this rider, the Consultant hereby verifies that it does not boycott Israel, and agrees that, during the term of this agreement, will not boycott Israel as that term is defined in the Texas Government Code, Section 808.001, as amended. Further, the Consultant hereby certifies that it is not a company identified under Texas Government Code, Section 2252.152 as a company engaged in business with Iran, Sudan, or Foreign Terrorist Organization.

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

**CITY OF
PFLUGERVILLE**

**KIMLEY-HORN AND ASSOCIATES,
INC.**

(Signature)



(Signature)

Printed Name: Sereniah Breland

Printed Name: **Brian Boecker, P.E.**

Title: City Manager

Title: **Vice President**

Date: _____

Date: **12/31/2020**

APPROVED AS TO FORM:



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

ATTACHMENT A SCOPE OF SERVICES

PROJECT UNDERSTANDING

Kimley-Horn (the “Engineer”) will be responsible for the proper, accurate and adequate design and preparation of plans, specifications, and other construction contract documents for the Project. The Project generally consists of completion of schematic design, supplemental survey, environmental documentation, TxDOT coordination, and Plans, Specifications, and Estimate (PS&E) for improvements to Pfluger Farm Lane for Segment C and D (as shown in Attachment A) from platted terminus at Lifestyle Communities to Wilke Lane. The Project consists of the design of approximately 1600 linear feet of Pfluger Farm Lane new location roadway construction, pedestrian improvements, storm sewer design and illumination. The project also consists of a right turn lane at Wilke Ln which is assumed will be coordinated with TxDOT as a Donation Agreement. Any update to the alignment of Segment C and D (as shown in Attachment A) will be considered as additional services.

RESPONSIBILITIES OF THE CITY

In conjunction with and in order for the completion of the professional services detailed below, the City of Pflugerville agrees to complete the following tasks:

- Schedule and hold a Project Kickoff Meeting and assist in developing the project stakeholders list.
- Attend project coordination meetings, most will be held at the City of Pflugerville offices.
- Provide As-Built plans, design files, Developers Agreement, and utility information acquired from the Lifestyle Communities development.
- Provide timely reviews and comments on interim and milestone submittals in order for the consultant team to maintain agreed upon schedules.

SERVICES TO BE PROVIDED BY THE ENGINEER

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

- (1) Halff Associates, Inc – Survey, ROW, SUE
- (2) Cox/McLain Environmental Consulting, Inc. – Environmental Documentation
- (3) Professional Service Industries, Inc. – Geotechnical investigation and Pavement Engineering

1. TASK 1 – PROJECT MANAGEMENT

The Engineer will:

- 1.1. Assemble a Project team comprised of the City’s representatives and the Engineer’s representatives. The Engineer will meet with the Project team at a kickoff meeting to set the production schedule and parameters for all subsequent work, to verify the components within which all Project participants must perform, and to identify all parties and significant deadlines involved in the comprehensive schedule strategy. Based on this information, the Engineer will prepare a detailed schedule of its work for the Project addressing each component of the work to be done, indicating the points of involvement of all project participants. The Engineer will maintain the schedule throughout project development.
- 1.2. Perform general administrative duties associated with the Project, to include monitoring/reporting, scheduling, general correspondence, office administration, and invoicing.
- 1.3. The Engineer will attend one (1) project kickoff meeting with the City. Meeting minutes will be prepared by the Engineer for the meeting.
- 1.4. The Engineer will prepare and submit monthly status updates with updated schedule and invoices to the City for review and approval.

2. TASK 2 – SURVEY AND RIGHT-OF-WAY DATA

The Surveyor shall conduct topographic mapping for the proposed right turn lane and connection at Wilke Lane within TxDOT ROW (not entire length of Pfluger Farm Lane alignment) via a subconsultant (Halff):

- 2.1. The Surveyor shall conduct topographic mapping within the proposed corridor.
- 2.2. The mapping shall include, general topography such as tops and toes of slopes, ditch tops and bottoms, grade breaks, edge of pavement, crown of pavement structure, as well as all visible surface appurtenances such as power poles, guy anchors, overhead electric line crossings, telephone pedestals and cabinets, pipeline signs and vents, valves, manholes, roadway signs including text and inscription, mailboxes, private driveways, turnouts, intersecting graded roads, fences and drainage structures to include headwalls, wingwalls, safety end treatments, flowlines, apron and rip-rap.
- 2.3. The 2D Microstation DGN shall label the utility appurtenances within the existing ROW with the ownership information as collected in the field.
- 2.4. Elevations for any overhead utilities crossing the roadways will be collected at the sag point and at the pole point on either side. Digital Terrain Model (DTM) breakline will be suitable for producing 1 foot contours.

- 2.5. The culvert dimensions, number of barrels and material shall be noted for each drainage structure. The Surveyor shall include pictures of all drainage structures showing dimensions and labels of all culverts.

Design Surveys

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

PURPOSE

The purpose of a design survey is to provide field data in support of transportation systems design.

DEFINITIONS

A design survey is defined as the combined performance of research, field work, analysis, computation, and documentation necessary to provide detailed topographic (3-dimensional) mapping of a project site. A design survey may include, but need not be limited to locating existing right-of-way, cross-sections or data to create cross-sections and Digital Terrain Models (DTM), horizontal and vertical location of utilities and improvements, detailing of bridges and other structures, review of right-of-way maps, establishing control points, etc.

TASKS TO BE COMPLETED

- Design Surveys
- The Surveyor shall perform tasks including, but not limited to the following:
- Obtain or collect data to create cross-sections and digital terrain models.
- Locate surface evidence of existing utilities.
- Locate topographical features and existing improvements.
- Provide details of existing bridge structures.
- Provide details of existing drainage features (e.g., culverts, manholes, etc.).
- Locate wetlands (if marked by others).
- Verify existing control points.
- Contact 811 (DIG-TESS) to locate utilities within the project area.

TECHNICAL REQUIREMENTS

Design surveys and construction surveys must be performed under the supervision of a RPLS currently registered with the TBPLS.

Horizontal ground control used for design surveys and construction surveys must meet the standards of accuracy required by the City.

Reference may be made to standards of accuracy for horizontal control traverses, as described in TSPS Manual of Practice for Land Surveying in the State of Texas, as may be applicable.

Vertical ground control used for design surveys and construction surveys must meet the standards of accuracy required by the City.

Reference may be made to standards of accuracy for vertical control traverses, as described in the TxDOT Survey Manual, latest edition, or the TSPS Manual of Practice for Land Surveying in the State of Texas, as may be applicable.

The Surveyor shall rely upon existing survey control as provided by the client.

ADDITIONAL REQUIREMENTS

RIGHT-OF-ENTRY

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

The Surveyor will prepare the following deliverables via subconsultant (Half):

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

RIGHT-OF-WAY (ROW) SURVEY

The Surveyor shall perform a boundary survey of all existing public and adjoining private

property boundaries within the project limits in order to determine all current property ownership and interests.

ROW Mapping

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

PURPOSE

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

DEFINITIONS

For purposes of this Contract, the following definitions shall apply:

Abstract Map (Working Sketch) – A drawing to scale prepared from record documents depicting proposed right-of-way lines, existing right-of-way lines, easement lines, and private property lines with relevant grantee names, recording data, and recording dates.

Closure/Area Calculation Sheet – A computer generated print-out of the area and the perimeter bearings, distances, curve data, and coordinates of an individual parcel of land to be acquired.

Property Description – A document prepared as an exhibit for the conveyance of a property interest, reflecting a boundary survey, signed and sealed by a Registered Professional Land Surveyor (RPLS), attached to an acquisition deed as Exhibit A, and consists of the following two (2) parts:

A written metes and bounds description delineating the area and the boundary and describing the location of an individual parcel of land unique to all other parcels of land.

A parcel plat – An 8 ½ inch by 11 inch formatted drawing to scale depicting all the information shown on the right-of-way map regarding an individual parcel of land to be acquired.

Owner – The most current title holder of record as determined by a study of the Real Property Records.

Parent Tract – A unit or contiguous units of land under one ownership, comprising a single marketable tract of land consistent with the principle of highest and best use.

A parent tract may be described by a single instrument or several instruments. A single

parent tract cannot be severed by a public right-of-way, easement, or separate ownership which destroys unity of use.

Point of Beginning (P.O.B.) – A corner of the parcel of land to be acquired, located on the proposed right-of-way line and being the beginning terminus of the first course of the property description.

PROCEDURE

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

Base Map

The Surveyor shall prepare a base map with the following information:

- Any and all interests of public record held within the project area.
- Record information of all properties within the project area.
- Resolved boundaries of affected tracts within the project area.
- All called monuments, bearings, and distances as per recorded information.

Exhibits

The Surveyor shall prepare a Property Description for the parcel or tract consisting of two parts: (1) a metes and bounds description of the property and (2) a parcel plat. Each part of a Property Description must be signed and sealed by a RPLS.

Metes and bounds description

A metes and bounds description must be prepared for each parcel of land to be acquired. Metes and bounds descriptions must include, but need not be limited to, the following items of information:

State, County, and Survey within which the proposed parcel of land to be acquired is located.

A reference to unrecorded and recorded subdivisions by name, lot, block, and recording data to the extent applicable.

A reference by name to the grantor and grantee and recording data of the most current instrument(s) of conveyance describing the parent tract.

A point of beginning with the appropriate N and E surface coordinates.

A series of courses, identified by number and proceeding in a clockwise direction, describing the perimeter of the parcel of land to be acquired, and delineated with appropriate bearings, distances, and curve data.

Curve data must include the radius, delta angle, arc length, and long chord bearing and distance.

Each course must be identified either as a proposed right-of-way line, an existing right-of-way line, or a property line of the parent tract. Each property line of the parent tract must be described with an appropriate adjoiner call.

A description of all monumentation set or found shall include, as a minimum, size and material.

A reference to the source of bearings, coordinates, and datum used.

Parcel plat

A parcel plat must be prepared for the parcel of land to be acquired.

GENERAL SPECIFICATIONS

For purposes of this Contract, the following general specifications for right-of-way mapping apply:

Parcel plats must be submitted to the City on 8 ½ inch by 11 inch paper with respective borders of 7 ½ inches by 10 inches, positioned ½ inch from the top, bottom, and right edge of the sheet. Match lines must be used where more than one sheet is required.

Property descriptions shall be submitted on 8 ½ inch by 11 inch paper.

GENERAL REQUIREMENTS

For purposes of this Contract, the following general requirements shall apply:

Copies of instruments of record submitted to the City must be indexed by parcel number.

Coordinates appearing on parcel plats and in property descriptions must be surface coordinates based on the Texas Coordinate System. The appropriate combined adjustment factors (sea level factor multiplied by the scale factor) for each zone of the coordinate system must be noted.

In order to obtain surface coordinates, the Surveyor shall multiply grid coordinates by the appropriate combined adjustment factor for each zone, (The Grid coordinates multiplied by the combined adjustment factor = surface coordinates).

Line and curve tables may be used when necessary.

A 1/2 inch Iron Rod with a plastic cap stamped "HALFF" (or other appropriate monument) will be set on the proposed right-of-way line.

The Surveyors shall prepare the following deliverables via subconsultant (Halff):

- A Base Map (Working Sketch) as described above in DGN format.
- One (1) Property Descriptions and the associated Sketch to be used for acquisition.

3. TASK 3 - SUBSURFACE UTILITY ENGINEERING/UTILITY COORDINATION

Utility Designation (Quality Level B) will be provided along the proposed right turn lane and connection at Wilke Lane within TxDOT ROW (not entire length of Pfluger Farm Lane alignment) via subconsultant:

- 3.1. Halff will perform Quality Level B SUE in accordance with ASCE CI/ASCE 38-02 "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data." Halff's services will be performed in a manner consistent with that degree of skill and care ordinarily exercised by members of the same profession currently practicing under similar circumstances.
- 3.2. Quality Level-B Utility Designating:
 - Halff will designate the approximate horizontal position of conductive/toneable utilities within the project limits using geophysical prospecting equipment and mark using paint and/or pin flags. Project limits are approximately 1,100 feet within the apparent existing ROW of Wilke Lane on the south side of the road. Electronic depths will be obtained on toneable utilities, which shall be deemed approximate without visual verification. Designation of irrigation lines, HDPE lines, gathering lines, asbestos concrete and/or pvc lines, as well as pvc lines without tracer wire or access are not part of this Scope of Services.
 - Because of limited utility record information and the possibility of non-conductive/un-toneable utilities, Halff cannot guarantee all utilities will be found and marked within the project limits.

Utility Coordination:

- 3.3. Attend an initial utility coordination meeting with all utility owners within corridor to notify owners of project and begin coordination of potential conflicts and

- resolutions. Prepare and distribute minutes from the utility coordination meeting.
- 3.4. Attend up to three (3) coordination meetings with individual utility owners to facilitate additional coordination of utility adjustments, conflict resolutions, and utility agreements.
 - 3.5. Determine which utilities will conflict with proposed construction and make the utility company aware of these conflicts.
 - 3.6. Update and maintain a utility layout in the Microstation V8. This layout shall include all existing utilities which are to remain in place or be abandoned, and all adjusted utilities. This layout will be utilized to monitor the necessity and evaluate alternatives. The Engineer will utilize the layout of existing utilities as prepared, and make a determination of the following:
 - Facilities in conflict with the proposed project that are to be relocated.
 - Facilities to be abandoned in place.
 - Facilities to remain in service and in place.

Deliverables will consist of:

- Existing Electronic DGN file including the Quality Level B investigation along with electronic depths. (Electronic depths shall be deemed approximate since a visual of the utility was not obtained)
- Exhibit showing utilities in conflict with proposed construction

4. TASK 4 – ENVIRONMENTAL ASSESSMENT

This Scope of Services provides for the preparation of an environmental technical memorandum, which is intended to document compliance with environmental regulations that are applicable to a City-funded project, in addition to an Archeological Survey and separate report for compliance with the Antiquities Code of Texas. CMEC would investigate the environmental considerations and prepare the environmental documentation, which would include the following:

1.4.1 Archeological Resources - Archival research will be performed in the electronic and mapping files of the Texas Historical Commission (THC) Atlas Sites database, the Texas Archeological Research Laboratory (TARL), and/or any other relevant archives for information on previous cultural resource investigations conducted and previously recorded sites and historic properties in the vicinity of the project's Area of Potential Effect (APE). The results of this research will be integrated into an application for a Texas Antiquities Permit to be signed by the City's representative and submitted to the THC. After a valid Antiquities Permit is obtained, a field survey will be carried out and documented per THC/Council of Texas Archeologists (CTA) guidelines. Shovel testing will be required; however, CMEC does not anticipate that mechanical excavations will be required. CMEC assumes that ROW acquisition of private land will occur after fieldwork and that collection of artifacts will not be required on those parcels. Collection of diagnostic artifacts may be required on the Pflugerville Independent School District property. A summary of the archeological survey results will also be included in the tech memo. In addition, a full archeological report will be produced, which will include a background study and the results of an archeological survey for compliance with the Antiquities Code of Texas.

1.4.2 Water Resources - CMEC will perform a desktop and field analysis of water resources within the project area and present the permitting and regulatory requirements for the proposed project. A wetland/waters of the US delineation is included in this scope of services. If potential waters of the US are identified, and project impacts would exceed the non-reporting Nationwide Permit thresholds then any USACE permit or pre-construction notification would be conducted under a separate scope and fee estimate.

1.4.3 Biological Resources - CMEC biologists will describe project area biological resources including vegetation communities and wildlife habitat. Ecologically sensitive resources, including potential threatened or endangered species habitat, will be identified and their potential to be affected by project construction and operation will be assessed and described in the environmental report. A wildlife habitat assessment for suitability for endangered species will be conducted by CMEC. Because much of the project area has been previously disturbed, there is a low likelihood for suitable habitat, and no presence/absence surveys are anticipated.

1.4.4 Hazardous Materials - A database search of previously recorded hazardous material sites in the project area will be conducted and a summary incorporated into the environmental report. During field visits, project environmental staff will identify sites within and near the project corridor that may pose a potential hazardous materials risk. A Phase I Environmental Site Assessment is not included in this Scope of Services.

1.4.5 Environmental Tech Memo Preparation/Comment Response - This task includes the writing and production of a complete environmental technical memorandum, as well as revisions in response to comments from the Engineer and the City of Pflugerville. Only generalized, preliminary mitigation measures will be presented where adverse impacts may potentially occur; detailed mitigation plans are not part of this Scope of Services. No Geologic Assessment is required (the project is outside the Edwards Aquifer Recharge Zone).

5. TASK 5 – TxDOT COORDINATION – DONATION AGREEMENT

This task assumes TxDOT coordination will be handled through a donation agreement for design of Eastbound right turn lane (assumed 540' full width with 100' taper) on SH 45 Frontage/Wilke Lk per Traffic Impact Analysis for Pflugerville Lifestyle Community dated 7/30/2019. This task assumes that the Donation Agreement will consist of a separate plan set for the right turn lane designed to TxDOT specifications.

- 5.1. Prepare required TxDOT forms for the Donation Agreement dependent on the providing of information from the Client.
- 5.2. Prepare Preliminary Geometric Layout and preliminary engineer's opinion of probable construction cost (OPCC) of proposed right turn lane.
 - Layout is limited to existing topography, existing utilities, horizontal alignment, roadway typical section, existing right-of-way, proposed

improvements, existing and proposed pavement edges, and proposed lane striping

- Address one (1) round of TxDOT comments and re-submit
 - Attend two (2) in-person meetings with the TxDOT and the City of Pflugerville to discuss preliminary geometric layout and Donation Agreement
- 5.3. Prepare 90% and 100% PS&E packages to be submitted to TxDOT for the Donation Agreement. Packages to include:
- Title Sheet, Index of Sheets, and a Project Layout
 - Prepare existing and proposed typical section sheets.
 - Prepare Removal Plan sheets.
 - Prepare Plan and profile sheets
 - Prepare final proposed grading cross sections at a spacing no less than 50 feet
 - Prepare Signing and Pavement Marking sheets.
 - Develop a Traffic Control Narrative and Traffic Control Plan
 - Prepare Intersection Layout at Wilke Ln and Pfluger Farm Ln
 - Prepare Storm Sewer Plan & Profile sheets. This task assumes no hydrologic or hydraulic evaluation will be performed. This task assumes existing storm drain system will stay in place with inlets shifting.
 - Develop small sign summaries and sign details for non-standard traffic signs.
 - Calculate quantities and prepare Item Summaries Sheets
 - TxDOT standard details and incorporate them into the plans
 - Prepare General Notes sheets
 - Prepare Construction Timeline Estimate
 - Prepare an opinion of probable construction costs (OPCC) at each milestone deliverable.
 - Compile a specifications list utilizing the TxDOT Standard Specifications for the Construction and Maintenance of Highways, Streets and Bridges (2014).
 - Address one (1) round of TxDOT comments of 90% PS&E
 - Attend one (1) in-person meetings with the TxDOT and the City of Pflugerville for comment resolution at 90% PS&E

The Engineer will prepare the following deliverables:

- Preliminary Geometric Layout and OPCC
- TxDOT Donation Agreement Forms
- Three (3) hard copies and a PDF of 90% and 100% Design Plans (11"x17"):
- Three (3) hard copies and a PDF of 90% and 100% cross sections
- Three (3) hard copies and a PDF of 90% and 100% OPCC

6. TASK 6 –PRELIMINARY 30% SCHEMATIC DESIGN

The Engineer will:

- 6.1. Obtain and review available record drawings, aerial photography, and any site development plans under review by the City.
- 6.2. Perform a site visit to evaluate site and traffic characteristics, topography, utilities, and potential environmental issues.
- 6.3. Design vertical profile utilizing Microstation V8 and Geopak roadway design software.
- 6.4. Prepare preliminary horizontal roadway geometrics
- 6.5. Prepare existing and proposed typical sections
- 6.6. Prepare preliminary cross sections at a spacing no less than 100 feet and at driveways and intersections. These cross-sections will show pavement and subgrade, right-of-way limits, side slopes, pavement cross-slopes, curbs, and sidewalks.
- 6.7. Prepare one 30% OPCC
- 6.8. Prepare one 30% Preliminary Design Schematic roll plot. The preliminary design schematic will be limited to existing topography and utilities, horizontal alignments, vertical profile design, intersection horizontal alignments and profiles (where applicable), identified easements, roadway typical sections, existing and proposed right-of-way, existing and proposed pavement edges, proposed sidewalks, proposed lane striping, and proposed detention facilities.
- 6.9. The Engineer will perform Quality Control/Quality Assurance on each deliverable.
- 6.10. Attend up to one (1) Design Review meetings for the 30% schematic roll plot. Prepare meeting minutes and distribute to project attendees. Prepare comment responses for comments received during design review submittals.
- 6.11. The Engineer will provide support and attendance for up to one (1) open house public meeting. The Engineer will coordinate with the City and City's Consultant to prepare a public meeting summary which will consist of information provided at the meeting, public comments, and responses to public comments.

The Engineer will provide the following deliverables during this task:

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

7. TASK 7 –DRAINAGE STUDY AND REPORT

The Engineer will:

- 7.1. Prepare a Preliminary Drainage Design Report for Detention Pond Hydrology & Hydraulics
- 7.2. Establish Baseline (Existing) Conditions
 - Terrain: merge field survey with LiDAR for seamless terrain model
 - Hydrology: define methodology, delineate basin, determine parameters, estimate existing and future urbanized land use conditions.
- 7.3. Prepare Proposed Conditions (with project)
 - Design Criteria: establish design frequency for design
 - Channelization: develop a concept channel cross section to convey runoff to offsite detention facility
 - Detention Pond Sizing: determine detention pond size and volume, outfall size, and emergency overflow size for proposed conditions.
- 7.4. Develop Concept Design
 - Channel: prepare concept grading and plan/profile of proposed channel improvements for proposed conditions including: typical sections and plan/profile to be included as an exhibit for the Drainage Design Report.
 - Detention Pond: prepare prelim plan of detention pond improvements for proposed conditions including: concept grading, outfall configuration, and emergency overflow configuration.

The Engineer will provide the following deliverables during this task:

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

8. TASK 8 FINAL ROADWAY DESIGN

The Engineer will:

- 8.1. Prepare a Title Sheet, Index of Sheets, and a Project Layout which references survey control benchmarks.
- 8.2. Prepare existing and proposed typical section sheets incorporating any unresolved comments from the Preliminary/Schematic Design Phase.
- 8.3. Develop Removal Plans identifying and quantifying removals at a scale of 1"=40'
- 8.4. Prepare Plan-Profile Sheets at a scale of 1"=40' horizontal and 1"=4' vertical.
- 8.5. Prepare miscellaneous details sheet
- 8.6. Update cross sections to final roadway design at a spacing no less than 100 feet and at driveways, cross drainage structures, utility crossings, and intersections.
- 8.7. Prepare Sequence of Work narrative and General Traffic Control Notes for construction.
- 8.8. Calculate quantities and prepare Item Summaries Sheets tabulating project quantities.

- 8.9. Incorporate TxDOT and City standard details as applicable.
- 8.10. Prepare General Notes and a Construction Timeline Estimate
- 8.11. Prepare an opinion of probable construction costs (OPCC) at each milestone deliverable.
- 8.12. Attend up to two (2) Design Review meetings including 60% and 90% PS&E design submittals. Prepare meeting minutes and distribute to project attendees. Prepare comment responses for comments received during design review submittals.

The Engineer will prepare the following deliverables during this task:

- a) Three (3) hard copies and a PDF of the following 60% Design Plans (11"x17"):
 - Title Sheet
 - Index of Sheets
 - Project Layout
 - Removal Plans
 - Roadway Plan-Profile Sheets
 - Intersection Detail Sheets
 - Drainage Area Maps
 - Hydrology/hydraulic calculation sheets
 - Drainage Plan-Profile Sheets
 - Off-Site Channel Plan-Profile Sheets
 - Off-Site Detention Pond Sheets
 - Water Line Plan-Profile Sheets
 - Three (3) hard copies and a PDF of the 60% Opinion of Probable Construction Costs
- b) Three (3) hard copies and a PDF of the following 90% Design Plans (11"x17"):
 - Title Sheet
 - Index of Sheets
 - General Notes
 - Item Summaries
 - Traffic Control Plans
 - Project Layout
 - Removal Plans
 - Plan-Profile Sheets
 - Intersection Detail Sheets
 - Intersection Grading Sheets
 - Miscellaneous Roadway Details Sheet
 - Drainage Area Maps
 - Hydrology/hydraulic calculation sheets
 - Drainage Plan-Profile Sheets
 - Miscellaneous Drainage Details Sheet

- Off-Site Channel Plan-Profile Sheets
 - Off-Site Detention Pond Sheets
 - Illumination Layout Sheets
 - Signing and Pavement Markings Sheets
 - SW3P Sheets
 - Water Line Plan-Profile Sheets
 - Water Line Details Sheets
 - Standards
 - Three (3) hard copies and a PDF of the 90% Opinion of Probable Construction Costs
 - Three (3) hard copies and a PDF of the 90% Construction Timeline
- c) Final Plans Submittal to contain:
- Three (3) hard copies and a PDF of the Final Design Plans consisting of all sheets from the 90% submittal
 - Three (3) hard copies and a PDF of the Final Opinion of Probable Construction Costs
 - Three (3) hard copies and a PDF of the Final Construction Timeline

9. TASK 9 – FINAL DRAINAGE DESIGN

- 9.1. Prepare final detention pond hydrology & hydraulics
- Update Preliminary Drainage Study Report and based on final road configuration and design
 - Deliverables: Final Drainage Report (2 hard copies and 1 electronic copy) to include report text, drainage area map, hydrologic/hydraulic computations, channel plan and profile sheets and detention pond layout sheet.
- 9.2. Storm Drain Design Drainage
- Produce exterior drainage area maps at 1"=200' scale (1 sheet estimate)
 - Produce interior drainage area maps at 1"=100' scale (2 sheets estimated)
 - Calculate run-off to each inlet and produce inlet hydraulic information using "GEOPAK Drainage" software
 - Produce storm drain calculations using GEOPAK Drainage software. Design frequency to be established in coordination with the City.
 - Provide runoff, inlet and storm drain calculation sheets
 - Produce plan and profile sheets at 1"=50' scale for the storm sewer system and include limits of trench protection and hydraulic grade line. (5 sheets estimated)
 - Produce lateral profile sheets for the storm sewer system at 1"=50' scale (2 sheets estimated)
 - Produce offsite channel plan and profile sheets at 1"=50' scale (2 sheets estimated)

- Produce offsite detention pond layout sheet at 1"=40' scale with detention pond calculations summary (2 sheet estimated)
 - Provide structural drainage detail sheet for detention pond outfall (1 sheet estimated)
 - Provide non-structural drainage detail sheet (1 sheet estimated)
- 9.3. Storm Water Pollution Prevention Plan (SW3P)
- Produce Erosion Control Sheets double banked at 1"=40' scale consisting of temporary erosion and sediment control devices.
 - Identify appropriate Erosion Control Standards

10. TASK 10 – FINAL TRAFFIC ENGINEERING

- 10.1. Prepare Signing and Pavement Marking sheets at a scale of 1"=40'. Design signing and pavement markings in accordance with the Texas Manual for Uniform Traffic Control Devices.
- 10.2. Design Continuous Roadway Illumination
- The Engineer will develop illumination plans for continuous lighting along the entire stretch of the project corridor. The Engineer will coordinate with the City to determine if proposed illumination poles need to be installed in the median or on both sides of the proposed roadway. The Engineer will also coordinate with the City to identify appropriate luminaire and height of illumination poles. The Engineer will use this information to develop a photometric model using lighting software AGi 32 to determine that minimum "Illuminance" requirements are satisfied. The Engineer will conduct electrical and voltage drop calculations to determine wire and conduit sizes, and number and details of electrical services required along the project corridor. The Engineer will coordinate with Oncor to determine locations to draw power and set electrical services.
 - The Engineer will prepare layout sheets showing location of poles, conduits, and wiring. The plans will also include conduit and wire charts, details on electrical services, and quantity summaries.

11. GEOTECHNICAL INVESTIGATION AND PAVEMENT ENGINEERING

A geotechnical investigation and roadway pavement design will be performed for Pfluger Farm Lane for Segment C and D via a subconsultant (Professional Service Industries, Inc.) including:

- 11.1. Desktop review of generally available public information, e.g., NRCS Soil Maps, Geological Maps, Google Earth Pro aerial imagery.
- 11.2. Field exploration consisting of drilling and sampling of the subsurface materials and observation of current groundwater levels at the site.
- 3 borings drilled 15' deep or 5' into rock
 - During the field activities, the subsurface conditions will be observed,

- General site development and subgrade preparation recommendations
- Estimated potential soil movements associated with collapsing, shrinking and swelling soils and methods to reduce these movements to acceptable levels;
- Recommendations for site excavation, fill compaction, and the use of on-site and imported fill material under pavements; and
- Recommendations for the design of project roadways to City of Pflugerville design criteria, if available (otherwise, City of Austin will be used).

The Engineer will provide the following deliverables during this task:

- One (1) electronic copy of the Geotechnical Engineering Report

12. ADDITIONAL SERVICES/CHANGE IN SERVICES

12.1. Since the Engineer's compensation is a not-to-exceed fee for Basic Services described in this Agreement, compensation to the Engineer for Additional Services will only be for substantial deviations from the scope of services described in this Agreement. The Engineer will submit a written estimate of fees to the City and obtain the City's authorization before initiating any additional services. The following services are not included in this Agreement at present and are specifically considered to be additional services:

- a. Right-of-Way/easement acquisition and/or condemnation assistance;
- b. Traffic Signal Design services
- c. Landscaping and streetscaping services
- d. Franchise Utility relocation design;
- e. Construction inspection, construction staking, and material testing
- f. Appearing as an expert witness in any litigation for the City.
- g. Prepare a Section 404 USACE regional or individual permit and/or mitigation planning
- h. Presence/absence surveys for endangered species or formal Section 7 Coordination under the Endangered Species Act
- i. A full Phase I (historical aerial and topography and interviews with past property owners) or Phase II (drilling and lab testing) Environmental Site Assessment for Petroleum and Hazardous Substance
- j. Section 4(f)/6(f) analysis
- k. Preparing final conditions Letter of Map Revision for FEMA
- l. Construction Phase and Bidding Phase services

ATTACHMENT B

Project Name: Pfluger Farm Lane
 Prepared By: Kimley-Horn and Associates, Inc.

| Task # Subtask Number | Task Name Subtask Name/Description | Assumptions | Direct Labor (Person-Hours) | | | | | | | Labor Total (hours) | Misc. Direct Expense (\$) |
|-----------------------------|--|-------------------------------|-----------------------------|---------------------|---------|---------|---------|-----------------------|---------|---------------------------|------------------------------------|
| | | | Senior Prof II | Senior Prof I | Prof | Analyst | CADD | Project Controller | Admin | | |
| | | | \$255.00 | 210.00 | 165.00 | 145.00 | 115.00 | 95.00 | \$95.00 | | |
| 1 | Project Management | | | | | | | | | | |
| | Project Schedule and Work Plan | | 2 | 8 | 12 | | | | | 22 | |
| | General Administration and Schedule Maintenance | | 12 | 24 | | | | 12 | 12 | 48 | |
| | Invoicing and Progress Reports | assume 6 months | | 6 | 6 | | | 12 | | 24 | |
| | Kickoff Meeting | | 2 | 2 | 4 | | | | | 8 | |
| | | | | | | | | | | 0 | |
| | Task Total (Hours) | | 16 | 40 | 22 | 0 | 0 | 12 | 12 | 102 | |
| | Task Total (Dollars) | | \$4,080 | \$8,400 | \$3,630 | \$0 | \$0 | \$1,140 | \$1,140 | \$18,390.00 | \$0 |
| 2 | Survey and ROW Data | | | | | | | | | | |
| | Half Survey Fee | | | | | | | | | | \$5,922.50 |
| | Half ROW Fee | | | | | | | | | | \$5,940.00 |
| | Coordination of survey and QC/QA | | 2 | 4 | 8 | | | | | 14 | |
| | Coordination of ROW docs and QC/QA | | 2 | 4 | 8 | | | | | 14 | |
| | | | | | | | | | | 0 | |
| | Task Total (Hours) | | 4 | 8 | 16 | 0 | 0 | 0 | 0 | 28 | |
| | Task Total (Dollars) | | \$1,020 | \$1,680 | \$2,640 | \$0 | \$0 | \$0 | \$0 | \$5,340.00 | \$11,862.50 |
| 3 | SUE/Utility Coordination | | | | | | | | | | |
| | Half SUE Fee | Level B for drainage easement | | | | | | | | 0 | \$3,210.00 |
| | Coordination of SUE | | | 2 | 4 | | | | | 6 | |
| | Utility Coordination Meetings | assume 3 | 3 | 9 | 9 | | | | | 21 | |
| | Continued Coordination w/ Franchise Utilities | | 4 | 4 | 8 | 8 | | | | 24 | |
| | Exhibit Preparation for Utility Conflicts/Meetings | | 2 | 4 | 10 | 24 | 12 | | | 52 | |
| | | | | | | | | | | 6 | |
| | Task Total (Hours) | | 9 | 19 | 31 | 32 | 12 | 0 | 0 | 109 | |
| | Task Total (Dollars) | | \$2,295 | \$3,990 | \$5,115 | \$4,640 | \$1,380 | \$0 | \$0 | \$17,420.00 | \$3,210.00 |
| 4 | Environmental Assessment | | | | | | | | | | |
| | CMEC fee | | | | | | | | | 0 | \$16,428.30 |
| | KHA coordination of ENV Documentation | | | 2 | 2 | | | | | 4 | |
| | | | | | | | | | | 0 | |
| | Task Total (Hours) | | 0 | 2 | 2 | 0 | 0 | 0 | 0 | 4 | |
| | Task Total (Dollars) | | \$0 | \$420 | \$330 | \$0 | \$0 | \$0 | \$0 | \$750.00 | \$16,428.30 |

ATTACHMENT B

Project Name: Pfluger Farm Lane
Prepared By: Kimley-Horn and Associates, Inc.

| Task # Subtask Number | Task Name Subtask Name/Description | Assumptions | Direct Labor (Person-Hours) | | | | | | Labor Total (hours) | Misc. Direct Expense (\$) | | |
|-----------------------------|--|------------------------------------|-----------------------------|---------------------|---------|----------|----------|-----------------------|---------------------------|------------------------------------|-------------|-----|
| | | | Senior Prof II | Senior Prof I | Prof | Analyst | CADD | Project Controller | | | Admin | |
| | | | \$255.00 | 210.00 | 165.00 | 145.00 | 115.00 | 95.00 | | | \$95.00 | |
| 5 | TxDOT Coordination - Donation Agreement | | | | | | | | | | | |
| | Donation Agreement Forms | | | 4 | 8 | | | | 12 | | | |
| | Preliminary Geometric Layout | | | 2 | 4 | 16 | 8 | | 30 | | | |
| | Preliminary OPCC | | | 2 | 4 | 8 | | | 14 | | | |
| | TxDOT Coordination Meetings for preliminary | 2 meetings - Prep, Attend, Minutes | 4 | 4 | 4 | | | | 12 | | | |
| | PSE Packages | | | | | | | | 0 | | | |
| | Prepare Title Sheet | | | | 1 | 2 | | | 3 | | | |
| | Prepare Index of Sheets | | | | 1 | 2 | | | 3 | | | |
| | Prepare Project Layout | | | | 2 | 6 | 4 | | 12 | | | |
| | Prepare Existing and Proposed Typical Sections Sheet | | | | 2 | 6 | | | 8 | | | |
| | Prepare Removal Plans | 1 sheet | | | 4 | 6 | | | 10 | | | |
| | Prepare Plan-Profile Sheets | 1 sheet | | 2 | 4 | 8 | | | 14 | | | |
| | Prepare Model and Cross Sections | | | 4 | 32 | 16 | | | 52 | | | |
| | Prepare signing and marking sheets | | | | 2 | 6 | | | 8 | | | |
| | Traffic Control Narrative and Plan | | | | 4 | 4 | | | 8 | | | |
| | Prepare intersection layout sheet | | | | | 2 | 8 | | 10 | | | |
| | Prepare storm sewer plan and profile | | | 8 | 12 | 24 | | | 44 | | | |
| | Prepare summary of small signs | | | | 2 | 4 | | | 6 | | | |
| | Quantity Calcs and Summary Sheets | | | | 2 | 6 | 12 | | 20 | | | |
| | Identify and Incorporate Standard Details | | | | 4 | | | | 4 | | | |
| | General Notes | | | | 2 | 4 | | | 6 | | | |
| | Construction Timeline | | | | | 4 | 8 | | 12 | | | |
| | Construction specifications list | | | | | 4 | | | 4 | | | |
| | OPCC (for each submittal) | 90% and 100% | | | 2 | 4 | 8 | | 14 | | | |
| | Prepare 90% submittal | | | | | 2 | 6 | | 8 | | | |
| | QAQC 90% Submittal | | | 4 | 4 | | | | 8 | | | |
| | 90% Review Meeting and Comment Responses | | | 2 | 2 | | 6 | | 10 | | | |
| | Prepare Final PS&E Submittal | | | | | 2 | 6 | | 8 | | | |
| | QAQC Final Submittal | | | 4 | 4 | | | | 8 | | | |
| | | | | | | | | | 0 | | | |
| | | | | | | | | | 0 | | | |
| | Task Total (Hours) | | | 14 | 46 | 118 | 158 | 12 | 0 | 0 | 348 | |
| | Task Total (Dollars) | | | \$3,570 | \$9,660 | \$19,470 | \$22,910 | \$1,380 | \$0 | \$0 | \$56,990.00 | \$0 |
| 6 | Preliminary 30% Schematic Design | | | | | | | | | | | |
| | Data Collection and review | | | | 2 | 4 | 6 | | | 12 | | |
| | Site Visit | | 4 | 4 | 4 | | | | | 12 | | |
| | Design Vertical Profiles | | | | 2 | 4 | 12 | | | 18 | | |
| | Horizontal Geometrics for Schematic | | 2 | | | 8 | 24 | | | 34 | | |
| | Typical Sections | | | 2 | 2 | 4 | 4 | | | 12 | | |
| | Develop Prelim 30% Cross Sections and Model | | | 8 | 24 | 24 | | | | 56 | | |
| | Develop Prelim 30% OPCC | | | 2 | 4 | 8 | | | | 14 | | |
| | Prepare 30% Schematic Roll Plot | | | 4 | 12 | 24 | 24 | | | 64 | | |
| | QA/QC of 30% Submittal | | | 4 | 6 | | | | | 10 | | |
| | 30% Review Meeting and Comment Responses | | | 2 | 2 | 6 | 6 | | | 16 | | |
| | Attend and Prep for One Public Meeting | | | 4 | 6 | | 12 | | | 22 | | |
| | | | | | | | | | | 0 | | |
| | Task Total (Hours) | | | 16 | 38 | 68 | 120 | 28 | 0 | 0 | 270 | |
| | Task Total (Dollars) | | | \$4,080 | \$7,980 | \$11,220 | \$17,400 | \$3,220 | \$0 | \$0 | \$43,900.00 | \$0 |

ATTACHMENT B

Project Name: Pfluger Farm Lane
Prepared By: Kimley-Horn and Associates, Inc.

| Task # Subtask Number | Task Name Subtask Name/Description | Assumptions | Direct Labor (Person-Hours) | | | | | | | Labor Total (hours) | Misc. Direct Expense (\$) | |
|-----------------------------|--|-----------------|-----------------------------|---------------------|---------|----------|----------|-----------------------|---------|---------------------------|------------------------------------|-----|
| | | | Senior Prof II | Senior Prof I | Prof | Analyst | CADD | Project Controller | Admin | | | |
| | | | \$255.00 | 210.00 | 165.00 | 145.00 | 115.00 | 95.00 | \$95.00 | | | |
| 7 | Drainage Study and Report | | | | | | | | | | | |
| | Generate Existing Terrain | | | 1 | 2 | 4 | | | | 7 | | |
| | Existing Hydrology | | | 2 | 4 | 12 | | | | 18 | | |
| | Proposed Hydrology | | | 2 | 12 | 32 | | | | 46 | | |
| | Channel Sizing | | | 1 | 2 | 8 | | | | 11 | | |
| | Detention Pond Sizing | | | 1 | 2 | 12 | | | | 15 | | |
| | Channel Concept Grading | | | 2 | 4 | 12 | | | | 18 | | |
| | Pond Concept Grading | | | 2 | 4 | 12 | | | | 18 | | |
| | Drainage Report | | | 4 | 4 | 6 | 16 | | | 30 | | |
| | | | | | | | | | | 0 | | |
| | Task Total (Hours) | | | 4 | 15 | 36 | 108 | 0 | 0 | 0 | 163 | |
| | Task Total (Dollars) | | | \$1,020 | \$3,150 | \$5,940 | \$15,660 | \$0 | \$0 | \$0 | \$25,770.00 | \$0 |
| 8 | Final Roadway | | | | | | | | | | | |
| | Prepare Title Sheet | | | | 2 | | 4 | | | 6 | | |
| | Prepare Index of Sheets | | | | 2 | | 6 | | | 8 | | |
| | Prepare Project Layout | | | | 2 | 6 | 8 | | | 16 | | |
| | Prepare Existing and Proposed Typical Sections Sheet | | | | 2 | 2 | 6 | | | 10 | | |
| | Prepare Plan-Profile Sheets | 4 sheets | | 4 | 8 | 12 | 24 | | | 48 | | |
| | Prepare Miscellaneous Details | | | 2 | 4 | 8 | 5 | | | 19 | | |
| | Prepare Cross Sections | | | 4 | 16 | 40 | 40 | | | 100 | | |
| | Identify and Incorporate Standard Details | | | | 4 | | 4 | | | 8 | | |
| | Sequence of Work | | | | 4 | | | | | 4 | | |
| | Quantity Calcs and Summary Sheets | | | 4 | 6 | 10 | 10 | | | 30 | | |
| | General Notes | | 2 | | 8 | | | | | 10 | | |
| | Construction Timeline | | | | 4 | 8 | | | | 12 | | |
| | OPCC (for each submittal) | 60%, 90%, Final | 4 | | 8 | 12 | | | | 24 | | |
| | | | | | | | | | | 0 | | |
| | Prepare 60% submittal | | | | 2 | 6 | | | | 8 | | |
| | QAQC 60% Submittal | | 4 | 6 | | | | | | 10 | | |
| | 60% Review Meeting and Comment Responses | | 4 | | 8 | | | | | 12 | | |
| | | | | | | | | | | 0 | | |
| | Prepare 90% submittal | | | | 2 | 6 | | | | 8 | | |
| | QAQC 90% Submittal | | 4 | 6 | | | | | | 10 | | |
| | 90% Review Meeting and Comment Responses | | 4 | | 8 | | | | | 12 | | |
| | | | | | | | | | | 0 | | |
| | Prepare Final PS&E Submittal | | | | 2 | 6 | | | | 8 | | |
| | QAQC Final Submittal | | 4 | 4 | | | | | | 8 | | |
| | | | | | | | | | | 0 | | |
| | Task Total (Hours) | | | 26 | 30 | 92 | 116 | 107 | 0 | 0 | 371 | |
| | Task Total (Dollars) | | | \$6,630 | \$6,300 | \$15,180 | \$16,820 | \$12,305 | \$0 | \$0 | \$57,235.00 | \$0 |

ATTACHMENT B

Project Name: Pfluger Farm Lane
 Prepared By: Kimley-Horn and Associates, Inc.

| Task # Subtask Number | Task Name Subtask Name/Description | Assumptions | Direct Labor (Person-Hours) | | | | | | | Labor Total (hours) | Misc. Direct Expense (\$) |
|-----------------------------|---|-------------|-----------------------------|---------------------|----------|----------|---------|-----------------------|---------|---------------------------|------------------------------------|
| | | | Senior Prof II | Senior Prof I | Prof | Analyst | CADD | Project Controller | Admin | | |
| | | | \$255.00 | 210.00 | 165.00 | 145.00 | 115.00 | 95.00 | \$95.00 | | |
| 9 | Final Drainage Design | | | | | | | | | | |
| | Update Offsite Channel/Detention Design | | | 6 | 10 | 25 | | | | 41 | |
| | Final Drainage Report | | | 4 | 8 | 16 | | | 4 | 32 | |
| | Offsite Channel Plan and Profile | 2 sheets | | 2 | 4 | 20 | 4 | | | 30 | |
| | Detention Pond Layout Sheet | 1 sheet | | 1 | 2 | 10 | 2 | | | 15 | |
| | Detention Pond Calculations Sheet | 1 sheet | | 1 | 2 | 10 | 2 | | | 15 | |
| | Detention Pond Outfall Detail | 1 sheet | | 1 | 2 | 15 | 2 | | | 20 | |
| | | | | | | | | | | 0 | |
| | Prepare Exterior Drainage Area Maps | | | 2 | 4 | 8 | | | | 14 | |
| | Prepare Interior Drainage Area Maps | | | 2 | 4 | 12 | 4 | | | 22 | |
| | Prepare hydrologic calculations and sheets | | 2 | 4 | 16 | 24 | | | | 46 | |
| | Prepare hydraulic calculations and sheets | | 2 | 4 | 16 | 20 | 8 | | | 50 | |
| | Prepare Storm plan and profile sheets | | | 2 | 12 | 24 | 10 | | | 48 | |
| | Prepare Storm drain design (inlets/laterals) sheets | | | 2 | 8 | 16 | 6 | | | 32 | |
| | SW3P and Erosion Control | | | 2 | 6 | 10 | | | | 18 | |
| | | | | | | | | | | | |
| | Task Total (Hours) | | 4 | 33 | 94 | 210 | 38 | 0 | 4 | 383 | |
| | Task Total (Dollars) | | \$1,020 | \$6,930 | \$15,510 | \$30,450 | \$4,370 | \$0 | \$380 | \$58,660.00 | \$0 |
| 10 | Traffic | | | | | | | | | | |
| | | | | | | | | | | 0 | |
| | Signings and Marking Sheets | 2 plan-plan | | 2 | 6 | 12 | 6 | | | 26 | |
| | | | | | | | | | | 0 | |
| | Illumination | | | | | | | | | 0 | |
| | Photometric modeling | | | 4 | 12 | 40 | | | | 56 | |
| | Electrical Calcs | | 4 | 4 | 8 | 18 | | | | 34 | |
| | Plan Sheets | | 4 | 2 | 12 | 24 | | | | 42 | |
| | | | | | | | | | | 0 | |
| | Task Total (Hours) | | 8 | 12 | 38 | 94 | 6 | 0 | 0 | 158 | |
| | Task Total (Dollars) | | \$2,040 | \$2,520 | \$6,270 | \$13,630 | \$690 | \$0 | \$0 | \$25,150.00 | \$0 |
| 11 | Geotechnical Investigation | | | | | | | | | | |
| | | | | | | | | | | | |
| | PSI Fee | | | | | | | | | | \$6,000.00 |
| | Geotech coordination | | | 4 | 4 | 2 | | | | 10 | |
| | | | | | | | | | | 0 | |
| | Task Total (Hours) | | 0 | 4 | 4 | 2 | 0 | 0 | 0 | 10 | |
| | Task Total (Dollars) | | \$0 | \$840 | \$660 | \$290 | \$0 | \$0 | \$0 | \$1,790.00 | \$6,000.00 |

ATTACHMENT B

Project Name: Pfluger Farm Lane
 Prepared By: Kimley-Horn and Associates, Inc.

| Task # Subtask Number | Task Name Subtask Name/Description | Assumptions | Direct Labor (Person-Hours) | | | | | | | Labor Total (hours) | Misc. Direct Expense (\$) |
|-----------------------------|---|-----------------------------|-----------------------------|---------------------|----------|-----------|----------|-----------------------|---------|---------------------------|------------------------------------|
| | | | Senior Prof II | Senior Prof I | Prof | Analyst | CADD | Project Controller | Admin | | |
| | | | \$255.00 | 210.00 | 165.00 | 145.00 | 115.00 | 95.00 | \$95.00 | | |
| | Reimbursable Expenses | | | | | | | | | | |
| | Plotting and Reproduction | roll plots, plans, exhibits | | | | | | | | | \$500.00 |
| | Mileage | meetings, site visits | | | | | | | | | \$500.00 |
| | Overnight Mail | | | | | | | | | | \$100.00 |
| | | | | | | | | | | | |
| | Task Total (Dollars) | | | | | | | | | | \$1,100.00 |
| | | | | | | | | | | | |
| | KIMLEY-HORN TOTAL (Hours) | | 87 | 197 | 399 | 680 | 191 | 12 | 16 | 1588 | |
| | KIMLEY-HORN TOTAL (Dollars) | | \$25,755 | \$51,030 | \$85,305 | \$121,510 | \$23,345 | \$1,140 | \$1,520 | \$311,395.00 | |
| | SUBCONSULTANT (HALFF - Survey/ROW/SUE - Task 2 & 3) | | | | | | | | | \$15,072.50 | |
| | SUBCONSULTANT (CMEC - Environmental - Task 4) | | | | | | | | | \$16,428.30 | |
| | SUBCONSULTANT (PSI - Task 11) | | | | | | | | | \$6,000.00 | |
| | Miscellaneous Direct Expenses | | | | | | | | | \$1,100.00 | |
| | GRAND TOTAL | | | | | | | | | \$349,995.80 | |

| | | | | | | | | | | | | | | | | | |
|---------------------------------------|---|-------------------------|----------------------|--------------------|-------------------|-----------------------|---|------------------------------|--------------|------------|------------|------------|----------|---------------------------------------|--------------------------------|---------------------------------------|------------|
| Job name | | | | | | | | | | | | | | | | | |
| Prospect #: | | | | | | | | | | | | | | | | | |
| Client: | | | | | | | | | | | | | | | | | |
| Type of work: | | | | | | | | | | | | | | | | | |
| Office or Team work is for: | | | | | | | | | | | | | | | | | |
| Link to drawing: | | | | | | | | | | | | | | | | | |
| | | | | | | | | | Link to KMZ: | | | | | | | | |
| Team Unit | Special Considerations (project standards, field accessibility, review process, schedule) | Senior RPLS Team Leader | RPLS Project Manager | Geospatial Manager | FAA 107 UAS Pilot | 3D Laser Scanner Tech | Senior Survey Tech/ SIT/ Senior Geospatial Tech | Survey Tech/ Geospatial Tech | CADD Drafter | 1 man crew | 2 man crew | 3 man crew | Clerical | 3D Laser Scanner (daily rate \$1,300) | UAS LIDAR (daily rate \$2,000) | UAS Photogrammetry (daily rate \$500) | unit total |
| Hourly rate | | \$225.00 | \$165.00 | \$210.00 | \$150.00 | \$170.00 | \$120.00 | \$100.00 | \$90.00 | \$130.00 | \$175.00 | \$235.00 | \$80.00 | \$162.50 | \$250.00 | \$62.50 | |
| Design Survey | total time per Team Unit (hours): | 2 | 4 | 1 | 0 | 4 | 8 | 0 | 0 | 0 | 16 | 0 | 0 | 1 | 0 | 0 | \$9,132.50 |
| Verify Survey Control | | 1 | 1 | | | | 2 | | | | 4 | | | | | | \$1,330.00 |
| Design Survey | | | 1 | | | | 2 | | | | 12 | | | 1 | | | \$2,667.50 |
| Prepare Design Survey Deliverables | | 1 | 2 | 1 | | 4 | 4 | | | | | | | | | | \$1,925.00 |
| SJE OI-B Utility Locating | | | | | | | | | | | | | | | | | \$3,210.00 |
| Right-of-Way Survey | total time per Team Unit (hours): | 1 | 4 | 0 | 0 | 0 | 16 | 0 | 0 | 0 | 12 | 0 | 0 | 0 | 0 | 0 | \$5,940.00 |
| Create Base Map | | 1 | 2 | | | | 4 | | | | | | | | | | \$1,035.00 |
| Prepare Property Description & Sketch | | 1 | 4 | | | | 16 | | | | 12 | | | | | | \$4,905.00 |
| | | | | | | | | | | | | | | | | | \$0.00 |
| TOTAL: \$15,072.50 | | | | | | | | | | | | | | | | | |

- Estimated potential soil movements associated with collapsing, shrinking and swelling soils and methods to reduce these movements to acceptable levels;
- Recommendations for site excavation, fill compaction, and the use of on-site and imported fill material under pavements; and
- Recommendations for the design of project roadways to City of Pflugerville design criteria, if available (otherwise, City of Austin will be used).

A pdf version of the geotechnical report will be prepared and submitted by email to the Client and design team. If requested by the Client, additional hard copies can be provided. The geotechnical report will be reviewed, signed, and sealed by a registered Professional Engineer.

SCHEDULE

Based on the site accessibility, drilling can commence within approximately 1 week after receipt of authorization to proceed, weather permitting. The final report will be provided within 3 to 4 weeks of written authorization. If desired, preliminary geotechnical design information can be provided to the design team once the laboratory testing and engineering analyses are complete.

Delays sometime occur due to adverse weather, utility clearance requirements, site clearing requirements for drill rig access, obtaining drilling permits, obtaining Right of Entries and other factors outside of PSI's control. In this event, PSI will communicate the nature of the delay and provide a revised schedule as soon as possible.

FEE

PSI proposes that the fee for performance of the scope of services be charged on a lump sum basis. Based on the scope of services provided in this proposal, the lump sum total fee will be **\$6,000.00**. The breakdown of the estimated fee is presented below.

TABLE 6: GEOTECHNICAL COST BREAKDOWN

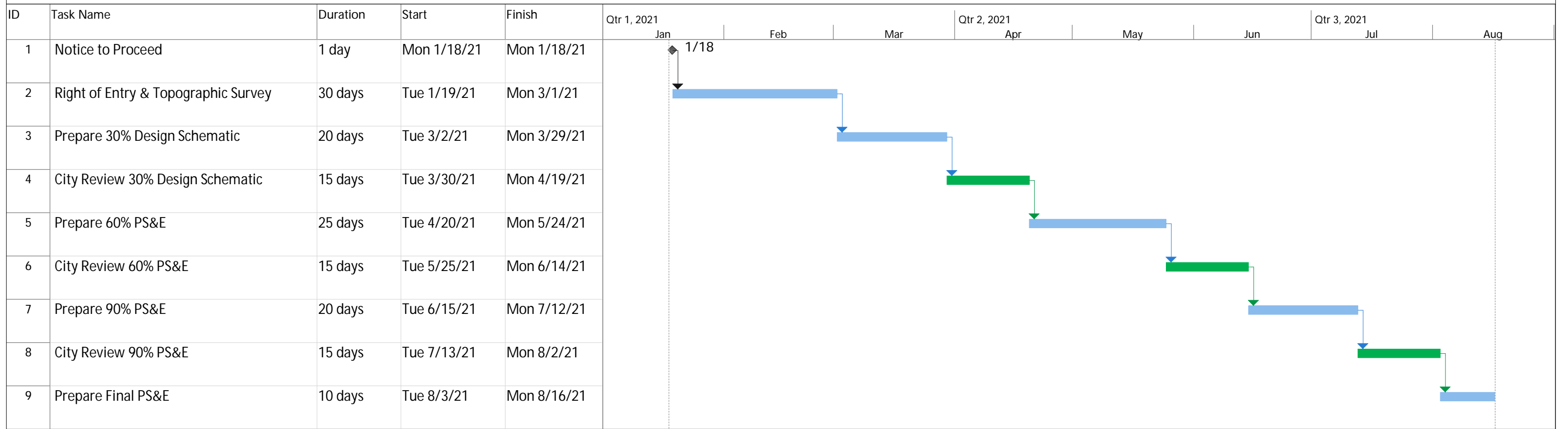
| Project Item | Amount |
|--|-------------------|
| Site Clearing, Utility Coordination and Access | \$750.00 |
| Field Exploration | \$1250.00 |
| Laboratory Testing including Sulfate Testing and Lime Series | \$2000.00 |
| Engineering Analyses and Report | \$2,000.00 |
| Estimated Total NTE Fee: | \$6,000.00 |

Depending on the size of the project and project schedule, partial billing may be performed monthly based on Project Item progress to date prior to the completion of the final report.

The estimated fee is based on the boring locations being accessible to truck mounted drilling equipment and the client obtaining and providing permission for PSI to enter and access the site. If site conditions exist such that the use of a dozer or an All-Terrain Vehicle (ATV) is required to access the site, an additional charge may be necessary. Likewise, in the event clearing of trees or debris is necessary and performed by PSI, an additional fee will be necessary. In either event, the client will be notified prior to further action on the part of PSI. If PSI needs to subcontract clearing services, this can typically be performed for



Attachment C
Pfluger Farm Lane
Project Development Schedule



Project: Pfluger Farm Lane
Date: Fri 12/18/20

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