

**PROFESSIONAL SERVICES AGREEMENT
FOR
GATLINBURG AND PFLUGERVILLE ESTATES WATERLINE REHABILITATION**

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

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

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

I. DEFINITIONS

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

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

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

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

II. TERM

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

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

III. SCOPE OF SERVICES AND PROJECT SCHEDULE

Consultant agrees to provide the services described in this Article III entitled Scope of Services and Project Schedule in exchange for the compensation described in Article IV. Compensation. Scope of Services and Project Schedule are detailed in *Attachment A* which are incorporated by reference as if written and copied herein. The terms and conditions of this Agreement shall control in the event of a conflict with any terms and conditions set forth therein.

All work performed by Consultant hereunder shall be performed to the satisfaction of the City Manager according to the standard of care. 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 according to the

standard of care. 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 Four hundred ninety nine thousand four hundred seventy nine dollars and zero cents (\$499,479.00) as total compensation, to be paid to Consultant as further detailed in Exhibit 1.

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

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

V. OWNERSHIP OF DOCUMENTS

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

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

VI. RECORDS RETENTION

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

6.2 Consultant shall retain any and all documents produced as a result of services provided hereunder for a period of four (4) years (hereafter referred to as "retention period") from the date

of termination of the Agreement. If, at the end of the retention period, there is litigation or other questions arising from, involving or concerning this documentation or the services provided hereunder, Consultant shall retain the records until the resolution of such litigation or other such questions. Consultant acknowledges and agrees that City shall have access to any and all such documents at any and all times, as deemed necessary by City, during said retention period. City may, at its election, require Consultant to return said documents to City prior to or at the conclusion of said retention, except Consultant may retain one (1) copy of the documents for archival and/or dispute-resolution purposes, or as may be required by applicable law, rule, or regulation.

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

VII. TERMINATION

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

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

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

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

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

7.4.1 Bankruptcy or selling substantially all of company's assets

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

7.4.3 Performing unsatisfactorily

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

7.6 Regardless of how this Agreement is terminated, Consultant shall affect an orderly transfer to City or to such person(s) or firm(s) as the City may designate, at no additional cost to City, all completed or partially completed documents, papers, records, charts, reports, and any other materials or information produced as a result of or pertaining to the services rendered by Consultant, or provided to Consultant, hereunder, regardless of storage medium, if so requested by City, or shall otherwise be retained by Consultant in accordance with Article VI. Records Retention. Any record transfer shall be completed within thirty (30) calendar days of a written request by City and shall be completed at Consultant's sole cost and expense. Payment of compensation due or to become due to Consultant is conditioned upon delivery of all such documents, if requested.

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

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

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

VIII. NOTICE

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

If intended for City, to:

City of Pflugerville
Attn: **Elizabeth Hoefl**
Project Manager
P.O Box 589

Pflugerville, Texas 78660

If intended for Consultant, to: Cobb, Fendley & Associates, Inc.
Attn: Kristen Van Hoosier
Project Manager
4424 West Sam Houston Pkwy N, Suite 600
Houston, Texas 77041

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 “*Gatlinburg and Pflugerville Estates Waterline Rehabilitation*” 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 (claims-made basis for Professional Liability), by companies authorized and admitted to do business in the State of Texas and with an A.M Best’s rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:
City of Pflugerville

Insurance Requirements

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

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

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

Type of Insurance	Amount of Insurance	Provisions
Commercial General (Public) Liability to include Premises/Operations	1,000,000 per occurrence, 2,000,000 general aggregate coverage for: 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 and Workers' Compensation/Employers' 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: None. Any deviation from this subcontractor list, whether in the form of deletions, additions or substitutions shall be approved by City prior to the provision of any services by said subcontractor.

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

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

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

XII. INDEPENDENT CONTRACTOR

Consultant covenants and agrees that he or she is an independent contractor and not an officer, agent, servant or employee of City; that Consultant shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of respondent superior shall not apply as between

City and Consultant, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating the relationship of employer-employee, principal-agent, partners or joint venturers between City and Consultant. The Parties hereto understand and agree that the City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the Consultant under this Agreement and that the Consultant has no authority to bind the City.

XIII. CONFLICT OF INTEREST

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

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

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

XIV. AMENDMENTS

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

XV. SEVERABILITY

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

XVI. LICENSES/CERTIFICATIONS

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

XVII. COMPLIANCE

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

XVIII. NONWAIVER OF PERFORMANCE

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

XIX. LAW APPLICABLE

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

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

XX. LEGAL AUTHORITY

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

XXI. PARTIES BOUND

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

XXII. CAPTIONS

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

XXIII. INCORPORATION OF EXHIBITS

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

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

XXIV. ENTIRE AGREEMENT

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

XXV. MISCELLANEOUS CITY CODE PROVISIONS

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

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

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

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

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

25.6 Texas Government Code Mandatory Provision. The City of Pflugerville may not enter into a contract with a company for goods and services unless the contract contains a written verification from the company that it; (i) does not boycott Israel; (ii) will not boycott Israel during the term of the contract; (iii) does not boycott energy companies; (iv) will not boycott energy companies during the term of the contract; (v) does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and (vi) will not discriminate during the term of the contract against a firearm entity or firearm trade association (Texas Government Code, Chapter 2271.002; 2274.002).

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

Further, Company hereby certifies that it is not a company identified under Texas Government Code, Section 2252.152 as a company engaged in business with Iran, Sudan, or Foreign Terrorist Organizations.

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

**CITY OF
PFLUGERVILLE**

**COBB, FENDLEY &
ASSOCIATES, INC.**

(Signature)



(Signature)

Printed Name: Sereniah Breland

Printed Name: Dan Warth

Title: City Manager

Title: Executive Vice President

Date: _____

Date: 12/23/2024

APPROVED AS TO FORM:



Charles E. Zech

City Attorney

DENTON NAVARRO RODRIGUEZ BERNAL SANTEE & ZECH, P.C.

Stan Springerley, Senior Associate Attorney

ATTACHMENT A
SCOPE OF SERVICES FOR
Proposed Scope of Services
City of Pflugerville – Gatlinburg and Pflugerville Estates Water Line Rehabilitation

Cobb, Fendley & Associates, Inc. (CobbFendley) will provide design, bid, and construction phase services for the relocation and rehabilitation of existing 8-inch and 6-inch asbestos-cement (A.C.) and PVC waterlines within the neighborhoods of Gatlinburg and Pflugerville Estates in the City of Pflugerville (City). The goal of this project is to replace all the existing 6-inch A.C. pipe within the limits shown on the modified exhibits from the August 3, 2022 “Waterline Rehabilitation System Prioritization and Evaluation” Technical Memorandum.

The construction budget for this project is \$6.3M, to be split between the 2025 and 2026 fiscal years. It is the understanding of CobbFendley that the City of Pflugerville has executed a master agreement with the EPA for Water Infrastructure Finance and Innovation Act (WIFIA) funding, and this project is being considered for inclusion.

This project includes the installation of approximately 24,200 linear feet of 8-inch and 6-inch water lines in the Gatlinburg neighborhood, and approximately 5,500 linear feet of 8-inch waterline in the Pflugerville Estates neighborhood, installed via directional drilling and open trench, required appurtenances, service connections, and connections to the existing 16-inch, 8-inch, 6-inch, and 3-inch water lines. Below is a detailed scope of services.

I. Design Phase

During the Design Phase, CobbFendley will prepare plans and compile specifications for the construction of the water utility rehabilitation and relocation as identified on the exhibits. Below is a detailed scope of services. This proposal assumes CobbFendley will prepare traffic control details and erosion controls for the water utility relocations to be included on the waterline plan sheets. The design phase assumes a 30% preliminary design workshop meeting, followed by 60% and 100% submittals to the City of Pflugerville.

A. Data Development and Preliminary (30%) Design

1. Gather and analyze data. Obtain plans and electronic files for existing utilities information and field data collection.
2. Prepare preliminary relocation plans for relocations and rehabilitation of the existing asbestos cement waterlines.
3. Prepare a preliminary cost estimate (+/- 30%).
4. QA/QC of preliminary design.
5. Coordinate with City of Pflugerville on preliminary layouts and relocations. Includes one (1) design workshop meeting with City of Pflugerville to discuss 30% plans and cost estimate. Additionally in this meeting, final scope for waterline rehabilitation will be identified to comply with the City construction budget of \$6.3M.
6. Environmental Investigation
 - i. aci consulting will perform the environmental investigation required for the WIFIA funding. Refer to Attachment B for environmental investigation proposal provided by aci, dated 12/4/2024.
 - ii. CobbFendley coordination with aci.

B. Plans. CobbFendley will prepare design plans at 60% and 100% completion. 60%, and 100% plans will be submitted to City of Pflugerville for review and approval. We anticipate the following sheets to be included in our design set.

1. Cover sheet (1 Sheet).
2. General Notes (2 Sheets). Assemble a set of general notes using City of Pflugerville standards.
3. Overall Layouts (2 Sheet). Prepare overall reference sheets to scale.
4. Water Plan Sheets (42 Sheets). Prepare plan sheets for 60% and 100% submittals for the proposed HDPE pipe water line relocations (installed via horizontal directional drilling and open trench installation), including plans for abandonment, notes referencing traffic control standard details, erosion

and sedimentation controls, and tree protection, at a scale of 1" = 40' on 11"x17" plan sheets, with a true half size. The relocation designs will be based off aerial imagery instead of topographical information. Assumptions include proposing fire hydrants spaced every 500 linear feet, salvaging existing fire hydrants per City direction, and installing isolation valves on all water intersection legs. Assumes 42 sheets.

5. Detail Sheets (5 sheets). Prepare detail sheets showing standard construction details, traffic control details, erosion control details, and special, project-specific details. Assumes 5 sheets.

Note: This scope assumes there will be no easement acquisition. This scope excludes the development of a Stormwater Pollution Prevention Plan (SWPPP). This scope excludes coordination with utility owners.

- C. Specifications. CobbFendley will assemble standard technical specifications. A list of specifications relevant to the project will be provided with the 60% submittal to City of Pflugerville. A project manual with front end/contract documents and a full set of utility specifications required will be provided with the 100% submittal. City of Pflugerville standard technical specifications will be used for this project.
 - D. Quantity Take-Off. CobbFendley will perform a quantity take off and prepare a bid form. A quantity take-off will be performed at the 60%, and 100% submittals. Bid items to be included in the bid form will be prepared by CobbFendley.
 - E. Cost Estimate. CobbFendley will prepare an opinion of probable construction cost for the 60% (+/- 10%) and 100% submittals.
 - F. QA/QC. CobbFendley will perform internal quality control reviews on the plans and specifications prior to each submittal to City of Pflugerville.
 - G. Prepare 2 submittal packages. CobbFendley will assemble plans and specifications and submit to City of Pflugerville for review. This scope assumes there will be a 60% and 100% Final Bid Set submittal. CobbFendley will electronically provide 11"x17" size plans and specifications for each submittal.
 - H. Respond to comments. CobbFendley will review comments provided by City of Pflugerville and prepare a written response to the comments for inclusion with the subsequent submittal.
 - I. Coordination/Review meetings (4). This includes scope coordination for the project and two (2) submittals to City of Pflugerville for review and approval. If the correspondence, meetings, and revisions required by the City exceeds the number of meetings listed in this scope of services, then additional services will be required.
 - J. Monthly Progress Meetings (Virtual) (6). CobbFendley will attend monthly progress meetings with the City of Pflugerville.
 - K. Approvals. Coordinate with City of Pflugerville to obtain required approvals for construction. This scope assumes that CobbFendley will not need to acquire any permits outside the City of Pflugerville approval.
 - L. Project Management. This proposal assumes a six (6) month design schedule.
- II. Existing Utility Identification
- A. The purpose of this SUE investigation is to assist in determining the presence and location of existing subsurface utilities for the Gatlinburg and Pflugerville Estates Waterline Rehab project, in Pflugerville, Texas, and includes **SUE Quality Level D**, throughout the defined project limits.
 - B. When performing this type of work CobbFendley typically follows ASCE 38-22 "Standard Guideline for Investigating and Documenting Existing Utilities"- see below.
 1. Utility Quality Levels are defined in cumulative order (least to greatest):
 - i. **Quality Level D** - Existing Records: Utilities are plotted from review of available existing records.
 - ii. **Quality Level C** - Surface Visible Feature Survey: Quality Level "D" information from existing records is correlated with surveyed surface-visible features.
 - iii. **Quality Level B** - Designate: Two-dimensional horizontal mapping. This information is obtained through the application and interpretation of appropriate non-destructive surface geophysical

methods. Utility indications may be referenced to established survey control. Additional description of services, methodology and equipment is below.

- iv. **Quality Level A - Locate (Test Hole):** Three-dimensional mapping and other characterization data. This information is obtained through exposing utility facilities through test holes and measuring and recording (to appropriate survey control) utility/environment data.

C. Utility Records Research (SUE Quality Level D)

1. Coordinate with City to schedule work. City will provide permission or permits to perform work on site, or right of entry to property and any utility easements.
2. CobbFendley will contact local municipalities, counties, utilities, pipeline operators, Texas Railroad Commission, to request available maps/records/as-builts and information. City will provide as-builts for utilities that they have gathered or received as well as any project design files needing depiction on the SUE final deliverables.
3. CobbFendley will produce and provide a **SUE Quality Level D** deliverable in CAD and PDF formats.

III. Field Data Collection

- A. CobbFendley will locate all visible above ground utilities within the project area for the Gatlinburg and Pflugerville Estates Waterline Rehab project, in Pflugerville, Texas.
- B. CobbFendley will collect flow line elevation data for all storm and sanitary manholes, drop inlets, and curb inlet lengths and flow lines, and top of nut elevations for all valves within the project area.
- C. CobbFendley will establish Survey Control Monumentation (minimum of 8) that will be referenced to the Texas State Plane Coordinate System - Central Zone, North American Datum 1983, North American Vertical Datum 1988 (Geiod 12b).
- D. All field data collection activities will be limited to the apparent rights-of-way within the project limits. No private property will be accessed for the purpose of this survey.
- E. This is not a topographic survey. Ground elevations, grade breaks, and surface improvements other than surface evidence of utilities will NOT be collected.
- F. Results of this Utility Field Data Collection will be presented in electronic form (AutoCAD Civil 3D).

IV. Bid Phase

CobbFendley will provide limited assistance in the bidding of the project. This scope assumes the Owner will utilize the BuyBoard platform for purchasing short form contract services for bidding phase. Distribution of plans is not included in this scope. Below is a detailed scope of services for bid phase. Scope assumes 2 months for bid phase.

- A. Respond to contractor's questions during bidding process.
- B. Coordination with selected Contractor for final Bid Form Contract Amount.
- C. Review bid tabs.
- D. Review contractor recommendation.

The following items are not included in bid phase services:

- A. Attend pre-bid conference.

V. Construction Phase

CobbFendley will provide construction administration and observation assistance to the project and City of Pflugerville. This scope does not include inspection services. This scope assumes construction duration of twelve (12) months. This scope assumes design revisions as a result of field findings during construction of the waterline. All scopes of services in this scope are related to water utility relocations only. Below is a detailed scope of services for construction phase:

- A. Attend preconstruction meeting.
- B. Attending monthly virtual construction progress meetings. This scope assumes twelve (12) construction progress meetings.
- C. Attending monthly site visits. This scope assumes twelve (12) site visits.
- D. Review project submittals/shop drawings. CobbFendley will review each submittal up to two (2) times. If the Contractor requires a third submittal, it will be reviewed as an additional service and at the Contractor's expense, as will be written in the contract documents. This scope assumes twenty-five (25) submittals.
- E. Respond to Requests for Information (RFI). CobbFendley will coordinate with City of Pflugerville and the Contractor on RFIs and respond with clarifications as needed. This scope assumes fifteen (15) RFIs.
- F. Change Orders. CobbFendley will assist in negotiation and preparation of change order documents, should they be necessary. This scope assumes four (4) change orders.
- G. Review of pay estimates. CobbFendley will review pay estimates for general conformance. This proposal assumes the City Inspector will be responsible for verifying quantities. Assumes twelve (12) months.
- H. Project Close Out. CobbFendley will assist with closing out the contract, reviewing final pay application and affidavits, and preparing a Concurrence Letter.
- I. Final Walk Through and Punch List. CobbFendley will attend the final walkthrough and review the final punch list prepared by the City Inspector.
- J. Record Drawings. CobbFendley will prepare a set of record drawings based on Contractor's redlines in the field. Record drawings will be provided to the City of Pflugerville electronically.
- K. Project Management. This proposal assumes a twelve (12) month construction schedule.

We propose to perform these services on a time and materials fee not to exceed, as summarized below and further detailed in Exhibit 1.

City of Pflugerville
Gatlinburg and Pflugerville Estates Waterline Rehabilitation

Task	Labor	Expense	Total Fee
Design	\$ 340,563.00	\$ 338.00	\$ 340,901.00
Existing Utility Layout	\$ 16,350.00	\$ 260.00	\$ 16,610.00
Field Data Collection	\$ 33,172.00	\$ 0.00	\$ 33,172.00
Bid	\$ 10,445.00	\$ 0.00	\$ 10,445.00
Construction	\$ 97,900.00	\$ 451.00	\$ 98,351.00
Total	\$ 498,430.00	\$ 1,049.00	\$ 499,479.00



Proposal For

Project Title

Julie Hastings
Cobb, Fendley & Associates, Inc.
9600 N. Mopac Expressway, Suite 800
Austin, Texas 78759

Gatlinburg/Pflugerville Estates Waterline Rehab

Project Description

aci environmental consulting, LLC is pleased to provide the following scope of services for the Gatlinburg/Pflugerville Estates Waterline Rehab Project in Travis County, Texas.

The proposed project would rehabilitate water supply infrastructure within the Gatlinburg and Pflugerville Estates neighborhoods (Exhibit A) located within the City of Pflugerville, the Pflugerville Extraterritorial Jurisdiction and the City of Austin Extraterritorial Jurisdiction.

Rehabilitation would include abandonment of existing waterlines in place, construction of new HDPE pipe, and reconnection of residential service and fire hydrants.

It is anticipated that the proposed project would be partially funded by federal funds allocated by the Water Infrastructure Finance and Innovation Act (WIFIA) and administered by the Environmental Protection Agency (EPA). As such, the tasks included in this proposal are scoped according to EPA WIFIA Guidance on compliance with federal NEPA requirements for projects receiving WIFIA funds.

This scope of services may not include all tasks necessary for compliance with state and local environmental rules and regulations. If state and local environmental regulations require additional review and documentation, they may require a separate scope and work authorization.

This scope of services pertains to the two project areas as depicted in Exhibit A. Should additional area be included in the proposed project, supplemental scope and work authorization may be required.

This proposed scope and associated fee is good for 90-days.

Scope of Services

aci environmental consulting, LLC will execute the following tasks under this scope of work. The tasks are mutually dependent and scoped accordingly.

WIFIA funded projects are subject to the National Environmental Policy Act (NEPA). According to EPA WIFIA federal compliance guidance, WIFIA project proponents may demonstrate NEPA Compliance through preparation of an Environmental Assessment (EA), preparation of an Environmental Impact Statement (EIS), or by demonstrating the proposed project qualifies as a Categorical Exclusion (CATEX). Alternatively, projects may comply with NEPA requirements by demonstrating that the WIFIA Programmatic Environmental Assessment (PEA) is applicable to the proposed project. The EPA issued a WIFIA PEA Questionnaire and Supporting Document Checklist that project proponents may complete in order to demonstrate NEPA coverage under the WIFIA PEA.

aci environmental consulting anticipates that the proposed project will either qualify as a CATEX or for NEPA coverage under the PEA. The following tasks are scoped to provide the necessary environmental review and documentation for the EPA to approve the project either as a CATEX or under the PEA, at the discretion of the EPA reviewer.

Task 1: Environmental Information Document (EID)

aci environmental consulting will conduct a reconnaissance level desktop review and site visit of the proposed project to collect and analyze environmental data consistent with NEPA requirements and prepare an EID to serve as supporting documentation for a PEA Questionnaire (Task 2), or to support an EPA decision that the project qualifies as a CATEX. The EID will address, as applicable, potential impacts to land use, air quality, noise impacts, geology and soils, water resources, biological resources, cultural resources, socioeconomic and environmental justice, transportation and traffic, hazardous and toxic materials and waste, human health and safety, and anticipated mitigation measures.

aci environmental does not anticipate detailed site investigations or environmental surveys will be required for any of the aforementioned resource groups; however, the project will require consultation with the Texas Historical Commission (THC)/State Historic Preservation Officer (SHPO) to comply with the National Historic Preservation Act (NHPA) and a more detailed desktop analysis to demonstrate compliance with the Endangered Species Act. Therefore, aci environmental consulting will prepare detailed analyses of the potential for project impacts to cultural resources and endangered species, which will be documented in standalone technical reports under Tasks 3 and 4. The results from Tasks 3 and 4 will be summarized in the EID.

Cost of Task 1: \$20,000

Task 2: PEA Questionnaire for WIFIA Credit Assistance Projects

aci environmental will prepare a PEA Questionnaire according to WIFIA guidance, using the results of the NEPA level review included in the EID (Task 1) as supporting documentation.

Cost of Task 2: \$2,000

Task 3: Endangered Species Habitat Assessment

aci environmental consulting will conduct a habitat assessment for all federally listed species and candidates for listing that may occur within Travis County in the vicinity of the project areas. A visual inspection of vegetation and within the project areas will be conducted and the structural and compositional elements of vegetated areas will be noted. Task 2 includes a findings report and a summary of the results will be included in the EID (Task 1). This task does not include presence/absence surveys for species, nor does it include coordination with the U.S. Fish and Wildlife Service.

Cost of Task 3: \$3,400

Task 4: Texas Historical Commission (THC) Consultation

aci environmental consulting will perform a desktop review of records from the Texas Archeological Research Laboratory (TARL) available on the Texas Archeological Sites Atlas and Texas Historical Sites Atlas databases to identify previously recorded surveys or cultural resources within the project areas and within a 1-kilometer radius. An archeologist will review historical maps, aerial photographs, topographic maps, soil survey maps, the TxDOT Austin District Hybrid Archeological Liability Map (HPALM), and geological maps.

The desktop review will assess the project areas for the potential for the proposed project to impact known and unknown cultural resources and make recommendations regarding additional investigations, if warranted. The results from Task 4 will be incorporated into a notification and consultation request package to be submitted to the THC for review and concurrence in accordance with the Antiquities Code of Texas and Section 106 of the NHPA.

This task does not include cultural resources survey. If the results of Task 4 indicate that a survey is warranted, or if survey is required by the THC, the results of Task 4 may be incorporated into an Antiquities Permit Application for cultural resources survey under a separate scope and work authorization.

The results of the desktop review and THC Consultation will be incorporated into the EID (Task 1).

Cost of Task 4: \$5,200

Task 5: Project Management and Coordination

aci environmental will manage the environmental review and coordinate with the client and engineering team via email and telephone, and at the client's request, prepare for and attend up to one project meeting.

Cost of Task 5: \$2,500

Total Cost of Tasks 1 through 5: \$33,100

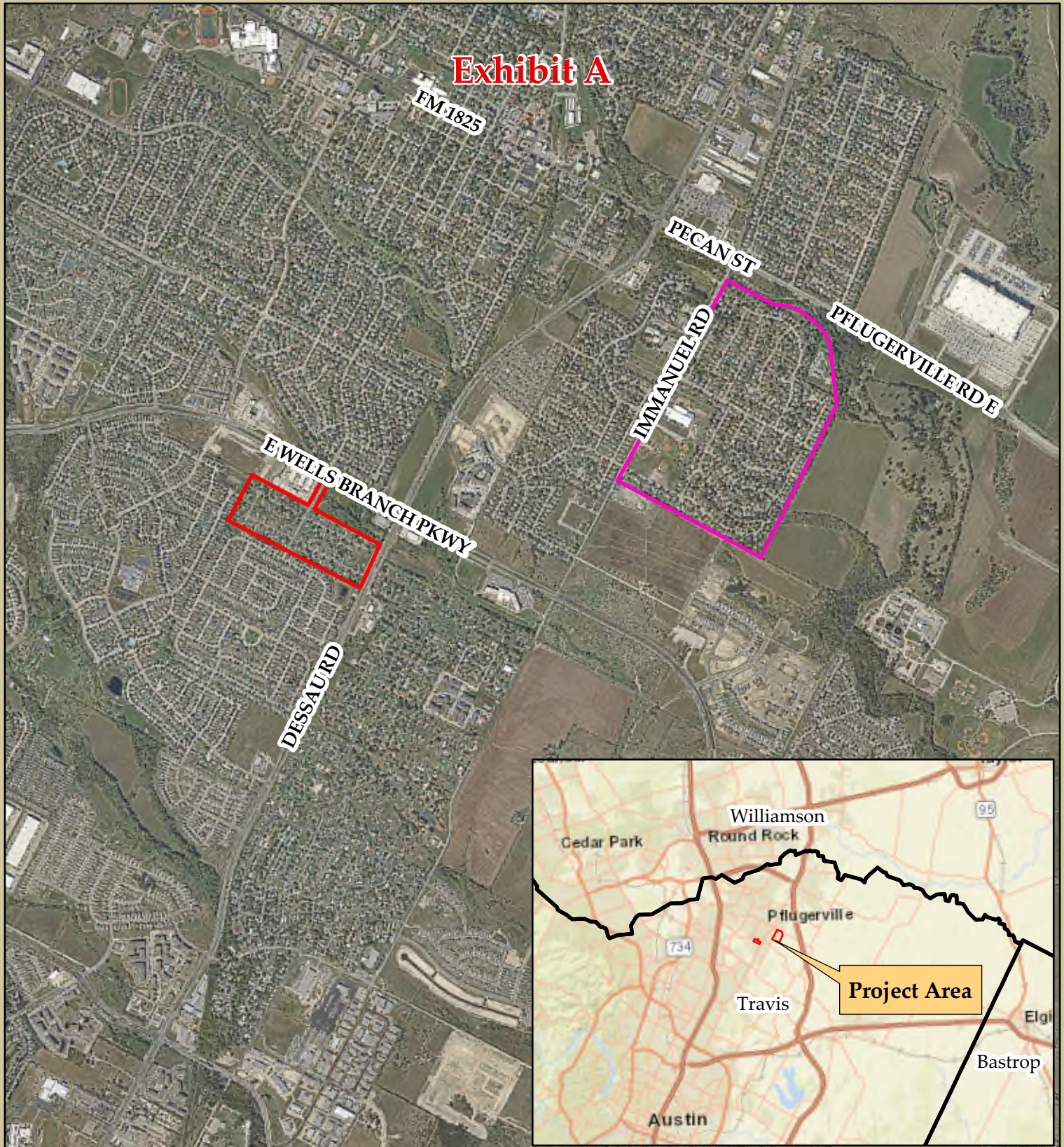
Exclusions:

- preparation of a NEPA Environmental Assessment (EA) or Environmental Impact Statement (EIS)
- additional agency coordination, including but not limited to coordination with USFWS, USACE, EPA, TPWD, TxDOT, City of Austin, City of Pflugerville, Travis County
- preparation of municipal Env. Resource Inventory (ERI) and review for Critical Environmental Features (CEFs) for City of Austin, Travis Co, or City of Pflugerville.
- detailed field investigations, including but not limited to, species surveys, cultural resources surveys, hazardous materials testing, waters of the U.S. and wetland delineation and jurisdictional determination

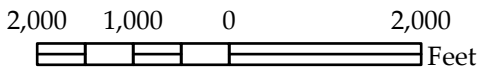
Fee and Structure

Task 1: Environmental Information Document (EID)	Fixed Fee	20,000.00
Task 2: PEA Questionnaire for WIFIA Credit Assistance Projects	Fixed Fee	2,000.00
Task 3: Endangered Species Habitat Assessmen	Fixed Fee	3,400.00
Task 4: Texas Historical Commission (THC) Consultation	Fixed Fee	5,200.00
Task 5: Project Management and Coordination	Fixed Fee	2,500.00
		<hr/>
		\$ 33,100.00

Exhibit A



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



1:24,000

1 inch = 2,000 feet

- Gatlinburg Project Area
- Pflugerville Estates Project Area



Exhibit 1
City of Pflugerville
Gatlinburg and Pflugerville Estates
Water Line Rehabilitation and Relocations - Fee
December 4, 2024

Task	Hours														Expenses		Total Hours	Total Budget	
	Project Manager IV	Senior Engineer I	Proj Mgr I	Engineer I	Graduate Engineer II	Senior Technician I	CAD Technician III	2- Person Field Crew	Project Surveyor	SUE Technician II	SUE Technician III	Senior Survey Technician II	Senior Survey Technician I	Senior Proj Coordinator	Mileage	SUE Equipment & Truck Fee			
	Julie Hastings	Larissa Prince	Kristen Van Hoosier	Luis Santos / Heather Byrne-Heye	Barrett Guinn / Caroline Convoy	Juan Morales								Amber Vandermeij					
I. Design Phase																			
A. Data Development and Preliminary (30%) Design																			
A1. Gather and analyze data.			12	20											80		32	\$5,500.00	
A2. Prepare preliminary relocation plans	4		11	32	42	8											97	\$15,525.00	
A3. Prepare preliminary cost estimate	1		4	6	16												27	\$4,305.00	
A4. QA/QC	1	8	2	2													13	\$3,095.00	
A5. Coordination and design workshop meeting with City of Pflugerville	2		4	6											80		12	\$2,366.00	
A6. Environmental Investigation																			
i. aci (See Attachment B)																		\$33,100.00	
ii. CF coordination	2		4											4			10	\$2,134.00	
B. Plans																	0		
B1. Cover (1 sheet)			1	2													3	\$509.00	
B2. General Notes (2 sheet)				2													2	\$304.00	
B3. Overall Layouts (2 sheet)				12													12	\$1,824.00	
B4. Waterline Plan Sheets (42 Sheets)	18		84	252	1008	84									160		1446	\$216,126.00	
B5. Standard Detail Sheets (5 sheets)				5	10												15	\$2,170.00	
C. Specifications			4	8	32									10			54	\$8,248.00	
D. Quantity Take-Off/Bid Form				10	21												31	\$4,481.00	
E. Cost Estimate			4	12													16	\$2,644.00	
F. QA/QC		52	26														78	\$18,746.00	
G. Submittal Packages (2)			6	8													14	\$2,446.00	
H. Respond to Comments			4	8													12	\$2,036.00	
I. Coordination/Review Meetings (4)	6		10	8											160		24	\$5,168.00	
J. Monthly Progress Meetings (Virtual) (6)	6		9	6													21	\$4,659.00	
K. Approvals				4													4	\$608.00	
L. Project Management	3		6	9													24	\$4,569.00	
Hour Sub Total	43	60	191	412	1129	92	0	0	0	0	0	0	0	20	480	0	1947		
Subtotal Labor Costs	\$13,631.00	\$15,480.00	\$39,155.00	\$62,624.00	\$159,189.00	\$13,984.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,400.00	\$321.60	\$0.00		\$340,563.00	
Subtotal Expense Costs																			\$338.00
II. Existing Utility Layout																			
A. SUE QLD			12				80			10	10			4		10	116	\$16,350.00	
Hour Sub Total	0	0	12	0	0	0	80	0	0	10	10	0	0	4	0	10	116		
Subtotal Labor Costs	\$0.00	\$0.00	\$2,460.00	\$0.00	\$0.00	\$0.00	\$10,720.00	\$0.00	\$0.00	\$1,150.00	\$1,340.00	\$0.00	\$0.00	\$680.00	\$0.00	\$260.00		\$16,350.00	
Subtotal Expense Costs																			\$260.00
III. Field Data Collection																			
A. Control																			
Field								10				1					11	\$1,828.00	
Office									2			4	4				10	\$1,820.00	
B. Data Collection																	0	\$0.00	
Field - Utilities and inverts								120					10				130	\$21,100.00	
Office - Field data Processing, CAD									6			10	30				46	\$7,640.00	
C. QA/QC									2				2				4	\$784.00	
Hour Sub Total	0	0	0	0	0	0	0	130	10	0	0	15	46	0	0	0	201		
Subtotal Labor Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$21,320.00	\$2,500.00	\$0.00	\$0.00	\$2,820.00	\$6,532.00	\$0.00	\$0.00	\$0.00		\$33,172.00	
Subtotal Expense Costs																			\$0.00
IV. Bid Phase																			
A. Respond to contractors' questions	2		4	8													14	\$2,670.00	
B. Coordination with selected contractor	3		8	14										4			29	\$5,399.00	
C. Review bid tabs			3	4										2			9	\$1,563.00	
D. Review contractor recommendation			1	4													5	\$813.00	
Hour Sub Total	5	0	16	30	0	0	0	0	0	0	0	0	0	6	0	0	57		
Subtotal Labor Costs	\$1,585.00	\$0.00	\$3,280.00	\$4,560.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,020.00	\$0.00	\$0.00		\$10,445.00	
Subtotal Expense Costs																			\$0.00

Exhibit 1
City of Pflugerville
Gatlinburg and Pflugerville Estates
Water Line Rehabilitation and Relocations - Fee
December 4, 2024

Task	Hours														Expenses		Total Hours	Total Budget
	Project Manager IV	Senior Engineer I	Proj Mgr I	Engineer I	Graduate Engineer II	Senior Technician I	CAD Technician III	2- Person Field Crew	Project Surveyor	SUE Technician II	SUE Technician III	Senior Survey Technician II	Senior Survey Technician I	Senior Proj Coordinator	Mileage	SUE Equipment & Truck Fee		
V. Construction Phase																		
A. Attend Preconstruction Meeting (1)	2		2	6											80		10	\$1,956.00
B. Attend Monthly Virtual Construction Progress Meetings (12)			12	18													30	\$5,196.00
C. Attend monthly site visits (12)			30	36											480		66	\$11,622.00
D. Review submittals (25)	3		7	25	38									3			76	\$12,054.00
E. Respond to RFIs (15)	4		30	60	30												124	\$20,768.00
F. Change orders (4)	8		40	48													96	\$18,032.00
G. Review of pay estimates (12)			3	6													9	\$1,527.00
H. Project close-out			4	8													12	\$2,036.00
I. Final walk through and punch list			8	8	8										80		24	\$3,984.00
J. Record drawings	1		4	13	52	13											83	\$12,421.00
K. Project Management.	12		12											12			36	\$8,304.00
Hour Sub Total	30	0	152	228	128	13	0	0	0	0	0	0	0	15	640	0	566	
Subtotal Labor Costs	\$9,510.00	\$0.00	\$31,160.00	\$34,656.00	\$18,048.00	\$1,976.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,550.00	\$428.80	\$0.00	\$0.00	\$97,900.00
Subtotal Expense Costs																		\$451.00



2024 Standard Rate Schedule

Senior Engineer V or Principal	\$340.00/HR
Senior Engineer IV or Project Manager V	\$324.00/HR
Senior Engineer III or Project Manager IV	\$317.00/HR
Senior Engineer II or Project Manager III	\$284.00/HR
Senior Engineer I or Project Manager II	\$258.00/HR
Engineer III or Project Manager I	\$205.00/HR
Engineer II	\$185.00/HR
Engineer I	\$152.00/HR
Graduate Engineer II.....	\$141.00/HR
Graduate Engineer.....	\$130.00/HR
Sr. Project Coordinator.....	\$170.00/HR
Project Coordinator.....	\$117.00/HR
Senior Technician III (GIS, Telecom, Utility, CAD, Field).....	\$202.00/HR
Senior Technician II (GIS, Telecom, Utility, CAD, Field).....	\$176.00/HR
Senior Technician I (GIS, Telecom, Utility, CAD, Field).....	\$152.00/HR
Technician III (GIS, Telecom, Utility, CAD, Field).....	\$134.00/HR
Technician II (GIS, Telecom, Utility, CAD, Field).....	\$115.00/HR
Technician I (GIS, Telecom, Utility, CAD, Field).....	\$89.00/HR
Licensed State Land Surveyor	\$281.00/HR
Senior Registered Professional Land Surveyor II.....	\$300.00/HR
Senior Registered Professional Land Surveyor.....	\$263.00/HR
Registered Professional Land Surveyor II	\$240.00/HR
Registered Professional Land Surveyor.....	\$209.00/HR
Project Surveyor.	\$185.00/HR
Certified Photogrammetrist.	\$242.00/HR
4 Person Survey Crew	\$233.00/HR
3 Person Survey Crew	\$208.00/HR
2 Person Survey Crew	\$176.00/HR
1 Person Survey Crew	\$128.00/HR
2 Person Hy-Drone Crew	\$415.00/HR
2 Person UAV Drone Crew	\$286.00/HR
Construction Manager III.....	\$340.00/HR
Construction Manager II.....	\$281.00/HR
Construction Manager I.....	\$219.00/HR
Construction Observer III	\$190.00/HR
Construction Observer II	\$160.00/HR
Construction Observer I	\$134.00/HR
Sr. Right-of-Way Agent III or ROW Project Manager III.....	\$284.00/HR
Sr. Right-of-Way Agent II or ROW Project Manager II.....	\$228.00/HR

(Continued)

Sr. Right-of-Way Agent I or ROW Project Manager I.....	\$205.00/HR
Right-of-Way Agent III or ROW Attorney.....	\$195.00/HR
Right-of-Way Agent II.....	\$166.00/HR
Right-of-Way Agent I.....	\$131.00/HR
Right-of-Way Technician.....	\$119.00/HR
Administrative.....	\$128.00/HR
Clerical.....	\$98.00/HR
Field Data Device	\$40.00/HR/unit

SUBSURFACE UTILITY ENGINEERING

Two-Man Designating Crew (4-Hour Minimum)	\$208/HR
One-Man Designating Crew (4-Hour Minimum)	\$134/HR
Vacuum Excavation Truck with 2 Technicians (Vac 6000) (4-Hour Minimum).....	\$385/HR
Vacuum Excavation Truck with 2 Technicians (Vac 3000 & 4000) (4-Hour Minimum).....	\$359/HR
Ground Penetrating Radar with 1 Technician (4-Hour Minimum)	\$317/HR
Traffic Control Officer.....	@ Cost + 10%
Traffic Control (Lane Closures, etc.)	To Be Negotiated
Permits (Local, State, etc.).....	@ Cost + 10%
Designation, Location & Traffic Control Vehicles.....	\$6.50/Mile

REIMBURSABLE EXPENSES

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

In-House Reproduction:

- Copies (Up to 11" x 17").....\$0.15/Each
- Color Prints (Up to 11" x 17").....\$1.50/Each
- Color Prints (Larger than 11" x 17")
- Bluelines (All Sizes).....\$1.00/Each
- Bond Prints (All Sizes).....\$2.00/Each
- Mylar Prints
- Vellum Prints

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