

**PROFESSIONAL SERVICES AGREEMENT
FOR
PACKAGE 1 STREET RECONSTRUCTION**

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 Half 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 “EXHIBIT 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 four hundred sixty-seven thousand one hundred ninety-eight dollars and seventy-six cents. (\$467,198.76) as total compensation, to be paid to Consultant as further detailed in "EXHIBIT 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.

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:	Halff Associates, Inc Attn: Eric Ratzman, P.E. 9500 Amberglen Blvd, Bldg F, Ste 125 Austin, Texas 78729

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 “*PACKAGE 1 STREET RECONSTRUCTION*” in the Description of Operations block of the Certificate. The original Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept Memorandum of Insurance or Binders as proof of insurance. The original certificate(s) or form must have the agent’s original signature, including the signer’s company affiliation, title and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer’s authorized representative to the City. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the City. No officer or employee, other than the City Attorney, shall have authority to waive this requirement.

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

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

City of Pflugerville

Insurance Requirements

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

X. INDEMNIFICATION

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

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

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

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

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

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

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

XI. ASSIGNMENT AND SUBCONTRACTING

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

11.2 It is City's understanding and this Agreement is made in reliance thereon, that Consultant intends to use the following subcontractors in the performance of this Agreement: Raba Kistner Consultants, Inc. Any deviation from this subcontractor list, whether in the form of deletions, additions or substitutions shall be approved by City prior to the provision of any services by said subcontractor.

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

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

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

XII. INDEPENDENT CONTRACTOR

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

XIII. CONFLICT OF INTEREST

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

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

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

XIV. AMENDMENTS

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

XV. SEVERABILITY

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

XVI. LICENSES/CERTIFICATIONS

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

XVII. COMPLIANCE

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

XVIII. NONWAIVER OF PERFORMANCE

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

XIX. LAW APPLICABLE

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

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

XX. LEGAL AUTHORITY

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

XXI. PARTIES BOUND

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

XXII. CAPTIONS

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

XXIII. INCORPORATION OF EXHIBITS

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

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

XXIV. ENTIRE AGREEMENT

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

XXV. MISCELLANEOUS CITY CODE PROVISIONS

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

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

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

25.4 Payment of Debt or Delinquency to the State or Political Subdivision of the State. Pursuant to Chapter 38, *City of Pflugerville Code of Ordinances*, Consultant agrees that any payments owing to Consultant under the Agreement may be applied directly toward any debt

or delinquency that Consultant owes the City of Pflugerville, State of Texas or any political subdivision of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.

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

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

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

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

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

**CITY OF
PFLUGERVILLE**

CONSULTANT
Halff Associates, Inc.



(Signature)

(Signature)

Printed Name: Sereniah Breland

Printed Name: Eric Ratzman, P.E.

Title: City Manager

Title: Senior Project Advisor

Date: _____

Date: 01/05/2022

APPROVED AS TO FORM:

Charles E. Zech

City Attorney

DENTON NAVARRO ROCHA BERNAL & ZECH, P.C.

EXHIBIT "A"
PROPOSED SCOPE OF SERVICES
For
PACKAGE 1 STREET RECONSTRUCTION
CITY OF PFLUGERVILLE, TEXAS

The proposed Scope of Services delineates the items that Halff Associates, Inc. ("CONSULTANT") will provide to the City of Pflugerville ("CITY") for the project development of the Package 1 Street Reconstruction project. The project includes pavement rehabilitation for the nine roadways listed below totaling approximately 24,510 linear feet. Geotechnical investigation, pavement design, preliminary engineering analysis, construction documents, bid phase services, and construction phase services will be provided to the CITY. Services will be performed for the following roadways:

Roadway	From	To	Length (LF)
Applewood Drive	N Railroad Ave	FM 685	2800
Cedar Ridge Drive	Meadow Creek Dr	FM 685	1625
Kay Lane	FM 685	End	830
Meadow Creek Drive	Applewood Dr	End	1990
Mountain View Drive	Mountain View Cove	End	4335
Oak Ridge Drive	Valley View Dr	End	1860
Plumbago Drive	E Pecan St	End	3230
W. Custers Creek Bend	Oxford Dr	End	2140
10th Street	Wells Branch Pkwy	W Pecan St	5700

The services are separated into the following Tasks and described in more detail below:

- Task 1.0:** Project Administration and Coordination Services
- Task 2.0:** Surveying Services
- Task 3.0:** Geotechnical Engineering Services
- Task 4.0:** Preliminary Engineering Services
- Task 5.0:** Design Plans and Construction Documents
- Task 6.0:** Public Involvement
- Task 7.0:** Bid Phase Services
- Task 8.0:** Construction Phase Services
- Task 9.0:** Subsurface Utility Engineering (SUE) (Additional Service)

1.0 PROJECT ADMINISTRATION AND COORDINATION SERVICES

The CONSULTANT will be responsible for project oversight, daily management, and appropriate communications with the CITY.

Project Administration Services will include the following:

- 1.1 Prior to the Project Kick-Off Meeting, the CONSULTANT will designate one (1) Professional Engineer licensed to practice in the State of Texas to be the Project Manager throughout the duration of the project for project management and all communications, including billing. The CONSULTANT will not replace the designated Project Manager without the written approval of the CITY;
- 1.2 The CONSULTANT will submit to the CITY invoices of services completed and compensation due, arranged by tasks. The CONSULTANT will show the budgeted and currently authorized amounts for each task, along with the invoiced and to-date amounts. The invoice must be submitted to the CITY by the 10th calendar day of each month;
- 1.3 The CONSULTANT will update the Project Schedule and include with the submission of each invoice;
- 1.4 The CONSULTANT will submit with each invoice a monthly status report of work performed including any decisions or agreements made, and will outline unresolved or pending issues requiring CITY involvement or decision;

Project Coordination Services will include the following:

- 1.5 The CONSULTANT will attend the following meetings as needed with the City and will prepare and distribute meeting minutes within three (3) business days of the meeting;
 - a. Project kick-off meeting
 - b. Monthly progress meetings
 - c. Comment review meetings after the 60% and 90% submittals

TASK 1 Deliverables:

- Monthly progress reports, invoicing, and schedule updates
- Meeting minutes

2.0 SURVEYING SERVICES

The CONSULTANT will obtain the services of a Registered Professional Land Surveyor to perform field surveys for the Project. All survey services will comply with the latest revision of the Professional Land Surveying Practice Act of the State of Texas and will be accomplished under the direct supervision of a currently licensed State of Texas Registered Professional Land Surveyor. A ROW permit shall be submitted to the City for review and approval prior to consultant or subs engaging in any type of surveying activities.

Surveying Services will include the following:

2.1 Survey

Mobile LiDAR: Halff will utilize the Mobile LiDAR along the marked preferred routes.

Conventional: Halff will blend conventional data as necessary to supplement LiDAR data in obscure areas.

Feature Extraction:

Feature extraction for the above two items will include:

- a. Focused from Back of Curb to Back of Curb with in all the marked preferred routes
- b. Utilities- water meters, manholes, misc. valves etc within previously stated limits.
- c. Pavement-Edge of Road (including pavement types), curb & gutter, crown
- d. Drainage-Drainage features (top of rim for all sanitary and storm manholes within previously stated limits.

TASK 2 Deliverables:

- Survey files in Microstation Geopak. Distances shall be ground distances, not grid distances, all deliverables will be submitted in surface with a provided scale factor, and in grid.
- DTM Topographic Survey with minor contours at 1-foot intervals and major contours at 5-foot intervals and site planimetrics along the routes

3.0 GEOTECHNICAL ENGINEERING SERVICES

See attached scope of services to be performed by Raba Kistner Consultants, Inc. A ROW permit shall be submitted to the City for review and approval prior to subs engaging in any type of geotechnical engineering activities in the field.

4.0 PRELIMINARY ENGINEERING SERVICES

Preliminary engineering services will include the following:

- 4.1 The CONSULTANT will develop proposed typical roadway sections showing pavement design
- 4.2 The CONSULTANT will provide preliminary traffic control sequencing and phasing
- 4.3 The CONSULTANT will develop an estimate of probable construction costs of the pavement design alternatives provided by the Geotechnical Engineer, broken out per roadway
- 4.4 The CONSULTANT will field walk the streets to evaluate sidewalks, driveways and curb & gutter to determine need for removal and replacement based on sagging/ heaving/ cracking/ ponding and identify locations where accessible curb ramps need to be added or replaced. OPCC's will be prepared to have specific items for each.

TASK 4 Deliverables:

- Technical memorandum containing:
 - Curb & gutter, sidewalk, and curb ramp replacements/additions
 - Recommended pavement sections by street
 - Engineer's estimate of probable construction costs
 - Phased construction sequence

5.0 DESIGN PLANS AND CONSTRUCTION DOCUMENTS

The Project Design Criteria will be as follows:

- The design standards to be used will include but not be limited to the City of Pflugerville Engineering Design Manual, City of Austin Drainage Criteria Manual, TxDOT Roadway Design

Manual, Texas Manual on Uniform Traffic Control Devices, and ADA Accessibility Guidelines;

- Project specifications will be developed using the latest City of Pflugerville Technical Standards and Specifications and City of Austin Technical Standards and Specifications and/or the Texas Department of Transportation Standard Specifications as needed;

- 5.1 The CONSULTANT will provide the following for all Roadway design:
 - a. Typical sections: showing pavement widths based off existing curb line, centerline, pavement design, cross-slope, lane widths, sidewalk, right-of-way and station limits
 - b. Centerlines and horizontal alignment data
 - c. Limits of construction
 - d. Pavement markings and sign relocations (no separate signage & pavement markings plan)
 - e. Location of proposed ADA curb ramps
 - f. Existing valve covers and manhole lids to be adjusted
- 5.2 The CONSULTANT will provide the following for all Traffic Control design:
 - a. Detailed plan sheets, phasing, and detours for traffic control during construction, including signing, barricades and temporary paving as needed
 - b. Sequence of Work Narrative including a phase-by-phase, step-by-step written account of the proposed activities throughout the construction process
 - c. Typical Sections for each phase of construction
 - d. All erosion control measures required during construction
 - e. Advance Warning Sign Layout depicting the overall project area including side streets
- 5.3 In addition to the services above, the Construction Documents will include the following:
 - a. Title Sheet with all pertinent project information
 - b. A detailed Index of Sheets
 - c. General notes
 - d. Project Layout Sheet(s)
 - e. Miscellaneous Roadway Details as needed
 - f. City of Pflugerville, City of Austin and/or TxDOT standard details as needed
 - g. Special specifications or special provisions, as needed
 - h. Opinion of Probable Construction Cost with tabulated quantities
 - i. Project Manual
- 5.4 The CONSULTANT will coordinate with a Registered Accessibility Specialist (RAS) to review the plans and register the project with the Texas Department of Licensing and Regulation (TDLR) if pedestrian improvements exceed \$50,000 in estimated construction cost (to be determined at preliminary stage, so the budget provided in the fee summary is an estimate and will be defined after completion of the preliminary engineering)

TASK 5 Deliverables:

- One bid set/ bid package for all roadways. Quantities will be separated per roadway in the OPCC
- 90% Construction Plans (11x17 plan sheets) and OPCC, submitted electronically
- Final Construction Plans (11x17 plan sheets) OPCC, signed and sealed by a licensed Professional Engineer in the State of Texas
- Responses to 90% CITY review comments
- One Project Manual
- Bid documentation for advertisement and posting

6.0 PUBLIC INVOLVEMENT

- 6.1 The CONSULTANT will attend four (4) City of Pflugerville Public meetings: one after preliminary plans and a second meeting around the time of bid/construction, at two different locations (public notifications will be handled by the city PIO)
- 6.2 The CONSULTANT will provide up to four (4) color exhibits for use at the Public Meetings

TASK 6 Deliverables:

- Public meeting exhibits

7.0 BID PHASE SERVICES

Bid Phase Services will include the following:

- 7.1 The CONSULTANT will attend the Pre-Bid Meeting with the CITY and prospective bidders. The CONSULTANT will prepare meeting minutes and submit to the CITY within three (3) business days of the meeting;
- 7.2 The CONSULTANT will respond to Contractor questions raised during the bidding process and develop addenda to the Bid Documentation as required;
- 7.3 The CONSULTANT will attend the formal bid opening;
- 7.4 The CONSULTANT will prepare a bid tabulation, analyze Contractor bids, check references and provide a Recommendation to Award to the apparent lowest responsive responsible bidder within five (5) business days of receiving the bid documents from the CITY; and
- 7.5 The CONSULTANT will furnish a set of Final Conformed Construction Contract Documents to the awarded Contractor including all Addenda.

TASK 7 Deliverables:

- Bid tabulation for all submitted contractor bids
- Recommendation to Award letter
- Conformed construction documents

8.0 CONSTRUCTION PHASE SERVICES

Construction Phase Services will include the following:

- 8.1 The CONSULTANT will attend the following meetings as needed with the CITY and the awarded Contractor and will prepare and distribute meeting minutes within three (3) business days of the meeting;
 - a. Pre-construction meeting
 - b. Monthly progress meetings (11 meetings budgeted)
- 8.2 The CONSULTANT will review the Contractor's submittals such as Shop Drawings, Product Data and material samples. Submittals will be reviewed for general conformance with the plans and specifications
- 8.3 The CONSULTANT will respond to Contractor Requests for Information (RFI) and provide design clarifications and additional information to the City as required
- 8.4 The CONSULTANT will review monthly pay estimates and recommend approval or other appropriate action
- 8.5 The CONSULTANT will attend final walk through of the Project to observe any apparent defects in the completed construction with regard to conformance with the design concept and intent of the specifications, and provide a final Punch List
- 8.6 The CONSULTANT will prepare a set of Record Drawings for CITY's permanent file
- 8.7 The CONSULTANT will prepare the concurrence letter of final completion

TASK 8 Deliverables:

- Record drawings
- Engineer's Letter of Concurrence

9.0 SUBSURFACE UTILITY ENGINEERING (SUE) (ADDITIONAL SERVICE)

The actual locations for SUE services will be determined at the preliminary engineering stage. City approval of these services shall be obtained, and a ROW permit shall be submitted to the City for review prior to engaging in any type of subsurface engineering activities in the field. The CONSULTANT will perform SUE in accordance with ASCE CI/ASCE 38-02 "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data." This standard defines the following Quality Levels:

- Quality Level-A: Precise horizontal and vertical location of utilities obtained by the actual exposure (or verification of previously exposed and surveyed utilities) and subsequent measurement of subsurface utilities, usually at a specific point. Minimally intrusive excavation equipment is typically used to minimize the potential for utility damage. A precise horizontal and vertical location, as well as other utility attributes, is shown on plan documents.
- Quality Level-B: Information obtained through the application of appropriate surface geophysical methods to determine the existence and approximate horizontal position of subsurface utilities. Quality Level-B data should be reproducible by surface geophysics at any point of their depiction. This information is surveyed to applicable tolerances defined by the project and reduced onto plan documents.
- Quality Level-C: Information obtained by surveying and plotting visible above-ground utility

features and by using professional judgment in correlating this information to Quality Level-D information.

- Quality Level-D: Information derived from existing records or oral recollections.

9.1 Quality Level-A Utility Test Holes (Vacuum Excavation):

Up to four (4) test holes will be performed on various utilities at locations specified by the City of Pflugerville. Halff will cut up to a 12" square test hole, excavate down to utility, record the depth to top of utility, backfill & compact the hole, and restore the surface to its original condition. An iron rod with cap or "x-cut" will be set to mark the approximate centerline location of the utility. A jackhammer will be utilized for work to be performed in asphalt and concrete areas. This Scope of Services includes all test holes being performed under one (1) mobilization.

If test holes are requested on non-conductive/untonable utilities depicted as Quality Level-D where the horizontal location is assumed, Halff will coordinate with Client and respective utility owner, on-site personnel if private property and available records to pinpoint the location to perform the test hole. Due to the concrete/ground conditions, one (1) attempt shall be made, which may or may not expose the subject utility. Should the utility not be exposed, Halff will coordinate with the City of Pflugerville for direction on digging additional test holes if required and shall be compensated for each test hole dug.

9.2 Quality Level-B Utility Designating:

Halff will designate the approximate horizontal position of conductive/tonable utilities within the project limits using geophysical prospecting equipment and mark using paint and/or pin flags. We anticipate the designation of approximately 2,500 linear feet of utilities including buried communication, electric, natural gas, water, wastewater/sanitary sewer, and storm drain/storm sewer as well as identification of overhead utilities. 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.

9.3 Quality Level-C Surveying:

Quality Level-B Utility Designation paint markings, pin flags, and above ground utility appurtenances as well the iron rod with cap or "x-cut" for Quality Level-A Test Holes will be surveyed and tied utilizing project survey control provided by the City of Pflugerville.

9.4 Quality Level-D Records Research:

Available Records will be provided to Halff by the City of Pflugerville. Halff will perform additional utility record research as needed to successfully complete the project.

Because there are situations where the utility does not have a metallic composition, a metallic tracer line attached, or access to insert a tracer line, the approximate location of the utility may be determined by the use of utility records and direct correspondence with the utility owner/representative. In these areas, the information will be considered Quality Level-D, depicted according to utility record information only.

9.5 SUE Field Manager / Professional Engineer:

A SUE Field Manager will be on-site for a portion of this project for field crew supervision, field quality control, and coordination with on-site personnel. A Professional Engineer will be responsible for QA/QC, management of the contract, coordination with the project team and signing the final deliverables if required.

9.6 Traffic Control

- a. Halff will provide standard temporary work zone traffic control consisting of cones and free-standing signage for this project. This Scope of Services does not include lane closure(s), flag person(s), changeable message board(s), arrow board(s) and/or engineered traffic control plans.
- b. If an engineered traffic control plan is required for permit approval or if unique traffic control conditions exist, Halff will notify the City of Pflugerville and submit a supplemental agreement for authorization prior to proceeding with additional work.
- c. Halff will provide standard temporary work zone traffic control consisting of cones and free-standing signage for this project in accordance with the TMUTCD. As exact test holes locations are unknown, certified traffic control such as lane closure(s), flag person(s), changeable message board(s), and/or arrow board(s), if needed or required by the City of Pflugerville, will be provided by a certified traffic control provider.

Schedule:

- Halff will complete the Quality Level-B Utility Designation investigation within Thirty (30) calendar days upon receipt of written notice to proceed from the City of Pflugerville.
- Halff will complete the Quality Level-A Test Hole services within Thirty (30) calendar days upon receipt of the test hole layout from the City of Pflugerville and approved permits from the City of Pflugerville.
- Due to uncontrollable factors such as ground conditions, weather, and safety hazards, Halff reserves the right to request more time to facilitate field efforts should one of these circumstances exist.
- Work performed in the right-of-way shall be performed Monday through Friday, 9 am to 4 pm and Saturday and Sunday, 7 am to 7 pm barring foul weather.

TASK 9 Deliverables:

- Deliverables for the Quality Level-B 2D Utility Designation will be 11-in. x 17-in. SUE plan sheets depicting the findings of the investigation. Deliverables for the Quality Level-A Test Hole excavations will be a 8.5-in. x 11-in. Test Hole Data Form for each Test Hole performed indicating depth, size, location, and other notable characteristics of the utility. Electronic files will be provided in MicroStation and/or AutoCAD format along with PDFs and photos.

ITEMS EXCLUDED FROM THE SCOPE OF SERVICES

1. Right-of-Entry
2. Storm Water Pollution Prevention Plan (SWPPP)
3. Right-of-Way verification
4. Design of public and franchised utility relocations
5. Utility coordination
6. Permitting beyond city ROW permit for field work
7. Environmental services
8. Public engagement other than those specified in this proposal
9. Design of water quality or detention ponds
10. Property acquisition or negotiations
11. Preparing property parcels for acquisition
12. Traffic signal analysis or design
13. Landscaping
14. Coordination with individual property owners

Any additional services required beyond those specifically identified in this proposal are excluded from the scope of services to be provided under this agreement. A scope and commensurate fee for any required additional services would be negotiated and provided under a separate supplemental agreement.

**RABA KISTNER CONSULTANTS, INC. SCOPE OF SERVICES
PFLUGERVILLE STREET RECONSTRUCTION PACKAGE I
TRAVIS COUNTY, TEXAS**

PROJECT DESCRIPTION

Under consideration in this study is the rehabilitation of selected streets identified as Package I in the Pflugerville “2020 Transportation General Obligation Bond Street Reconstruction Projects” exhibit.

In 2019, the City of Pflugerville conducted a street condition survey of various streets within the city limits. An overall condition index (OCI) number was assigned to the streets with various condition types ranging from failed to good. This information will be utilized as a basis in understanding the current condition of the roadways being considered in Package I.

The street names being considered in Package I are identified in the table below. Additional information related to roadway length and assigned OCI has also been summarized. In general, the streets in Package I are classified as local residential streets with the exception of 10th Street, which is classified as a minor collector street.

Subdivision	Street Classification	Street Name	Approximate Lineal Feet of Roadway	Overall Condition Index	Condition Description Performance
Settlers Ridge/ Settlers Meadow	Minor Collector	10th Street (Wells Branch Pkwy to Pecan St)	5,600	37 to 81	Very poor to Satisfactory
Settlers Ridge	Local Residential	Mountain View Drive	4,200	62 to 85	Fair to Satisfactory
Settlers Meadow		W. Custers Creek Bend	3,200	56 to 74	Fair to Satisfactory
Willow Creek Section I	Local Residential	Meadow Creek Drive	2,400	45 to 77	Poor to Satisfactory
		Applewood Drive	2,800	58 to 78	Fair to Satisfactory
		Oak Ridge Drive	2,000	61 to 66	Fair
		Cedar Ridge Drive	1,600	66 to 81	Fair to Satisfactory
Warner Heights	Local Residential	Kay Lane	1,000	31	Very poor
Bohls Place		Plumbago Drive	3,200	46 to 79	Poor to Satisfactory

PROPOSED SCOPE OF WORK

Our scope of services will be to determine subsurface soil conditions at the site and develop flexible pavement design recommendations and construction guidelines for all streets identified in Package I of the Pflugerville “2020 Transportation Bond Street Reconstruction Projects” exhibit. The design 18-kip Equivalent Single Axle Loads (ESALs) will be determined by street classification and/or anticipated average daily traffic (ADT) counts for a 20-year design life for flexible pavements in general accordance with the City of Pflugerville *Engineering Design Manual & Construction Standards*.

Bridge structures, box culvert structures, retaining wall structures, and global stability analyses of retaining wall structures are beyond the scope of services for this project.

**RABA KISTNER CONSULTANTS, INC. SCOPE OF SERVICES
PFLUGERVILLE STREET RECONSTRUCTION PACKAGE I
TRAVIS COUNTY, TEXAS**

FIELD SERVICES

As part of our scope of work, RKCI will perform the following:

- Develop soil boring layout for the City of Pflugerville’s approval prior to mobilization.
- Submit a Right-of-Way Application permit for all streets associated with Package I, which is required for drilling and cut excavations within the street right-of-way. The document will include a cover letter describing the nature of our work, the number of borings and their targeted depths, proposed boring locations vetted against existing utilities (offsets), a traffic and/or pedestrian control plan in conformance with the latest TMUTCD, and a restoration plan (backfill requirements for the boreholes) in accordance with Chapter 96.51 and 96.52. A copy of our Texas 811 utility locate submission will also be included. We understand not all utilities subscribe to Texas 811; therefore, water line utilities will have their own utility locate submission for final clearance.
- The boring locations will be located in the field utilizing tape and right angle measurements from existing benchmarks or using a recreational grade Global Positioning System (GPS) device. Our scope of services does not include surveying of the boring locations.
- Subsurface soil conditions will be explored by drilling 36 borings to depths of 10 ft below the existing ground surface utilizing a truck mounted drilling rig. The following drilling scope is proposed:

Subdivision	Street Name	Approximate Lineal Feet of Roadway	Proposed Number of Borings
Settlers Ridge/Settlers Meadow	10th Street	5,600	7
Settlers Ridge	Mountain View Drive	4,200	5
Settlers Meadow	W. Custers Creek Bend	3,200	4
Willow Creek Section I	Meadow Creek Drive	2,400	3
	Applewood Drive	2,800	4
	Oak Ridge Drive	2,000	3
	Cedar Ridge Drive	1,600	3
Warner Heights	Kay Lane	1,000	3
Bohls Place	Plumbago Drive	3,200	4
TOTAL			36

Samples will be taken on 2 ft intervals. The above field work will be supervised by an graduate engineer or geologist familiar with local geology and TxDOT standards for drilling and sampling. We have assumed that the borings can be drilled during the day, right of entry is provided, and that all boring locations will be accessible to a truck-mounted drill rig.

**RABA KISTNER CONSULTANTS, INC. SCOPE OF SERVICES
PFLUGERVILLE STREET RECONSTRUCTION PACKAGE I
TRAVIS COUNTY, TEXAS**

- Perform dynamic cone penetrometer (DCP) testing at selected boring locations to evaluate subgrade stiffness.

NON-DESTRUCTIVE TESTING (Fall Weight Deflectometer Testing)

Falling Weight Deflectometer (FWD) testing will be performed on all streets within Package I, with the exception of Kay Lane. Given the very poor condition of this roadway, FWD testing has been eliminated for this street. The purpose is to determine the in-place layer moduli using back calculation techniques. This will determine the most appropriate options for rehabilitating the roadway and pinpoint the location of weak layers that warrant addressing. In order to perform the most accurate back calculations, the data must be correlated with asphalt pavement thickness information collected from drilled pavement core data.

LABORATORY TESTING

Upon completion of the subsurface exploration, a testing program will be designed to define the strength and classification characteristics of soils. The testing program may include but not limited to moisture content tests, Atterberg Limits (plasticity tests), sulfate testing, particle size analysis tests, and lime series. The type and number of tests will be based on subsurface conditions encountered in the field.

GEOTECHNICAL ENGINEERING REPORT DELIVERABLE

The results of our FWD data collection will be utilized to determine the moduli of the existing asphalt pavement section and underlying subgrade. This information will then be utilized to provide new pavement design recommendations. The geotechnical engineering report will include the following information and recommendations, if applicable:

- Geotechnical Investigation prepared by a professional geotechnical engineer with 15+ years of experience conducting roadway projects within Travis County.
- The following items will be included in the geotechnical report: soil boring locations, boring logs, plan of borings, subsurface exploration procedures, field and laboratory test results, description of surface and subsurface conditions, groundwater conditions, and estimated PVR calculations.
- Prepare 3 pavement design options for all streets within Package I. All pavement design analyses will be performed with TxDOT software FPS-21.
- A Draft Pavement Report will be submitted for all streets within Package I for design team comments and review. Comments will be incorporated in the final deliverable that will be reproduced in one electronic copy for distribution.

TENTATIVE PROJECT SCHEDULE

Based on our present workload, we anticipate that we could begin the field coordination phase immediately upon authorization. The permit process is estimated to take up to two weeks for City of Pflugerville approval. The field exploration (includes permitting, drilling and FWD Testing) and laboratory

**RABA KISTNER CONSULTANTS, INC. SCOPE OF SERVICES
PFLUGERVILLE STREET RECONSTRUCTION PACKAGE I
TRAVIS COUNTY, TEXAS**

testing phase of the study is generally expected to take approximately 15 to 20 working days to complete. Engineering analyses and preparation of the engineering report is expected to take an additional three to four weeks to complete. We will be pleased to provide the design team with verbal design information as the data becomes available.

FEE ESTIMATE:

The total fee for the task discussed above is not to exceed **\$80,468.76**.

Upon full execution of this Work Order, Raba Kistner Consultants, Inc. shall commence performance of the services defined herein in accordance with the terms as outlined in the contract between Raba Kistner Consultants, Inc. and Halff Associates, Inc. Work Order.

EXHIBIT "B"
City of Pflugerville - Street Reconstruction Projects Package 1
 (Time shown in hours, except as noted)

	PROJECT TASK	Project Principal	Project Manager	Civil Engineer III, PE	Civil Engineer I, PE	Civil Engineer, EIT	Admin	Geospatial Manager	Senior Survey Tech/ SIT/ Senior Geospatial Tech	Survey Tech/ Geospatial Tech/ GIS Tech/ CADD Drafter	2 man Survey crew	MX9 Mobile LIDAR (Lump Sum)	Designating 1-Man Crew	QC Manager	SUE Manager	SUE Field Manager	Utility Coordinator	SUE Tech	SUE Crew 1-Man	Contract Specialist	QL-A Pot Holing (Vacuum Excavation) (Each)	Certified Traffic Control (Day)	Direct and Subconsultant Expenses	TOTAL
Task 1.0:	Project Administration and Coordination Services																							
	Project management and coordination	4.0	24.0		40.0																			\$14,924.00
	Monthly invoicing, reporting and schedule updates	8.0	18.0		18.0		8.0														36.0			\$14,890.00
	Project coordination meetings		8.0		16.0																			\$5,112.00
Task 2.0:	Surveying Services																							
	Verify/Establish Control & Targets							1.0			10.0													\$1,960.00
	Supplemental Topo Collection							1.0			5.0													\$875.00
	MX9 Mobile LiDAR										5.0	1.0												\$1,085.00
	Field data processing							1.0	5.0															\$3,500.00
	Registration (LiDAR and Ortho)							2.0	20.0															\$810.00
	Extraction							14.0		140.0														\$2,820.00
	QAQC							2.0	20.0															\$16,940.00
																								\$2,820.00
Task 3.0:	Geotechnical Engineering Services																							
Task 4.0:	Preliminary Engineering Services																							
	Typical sections		2.0	8.0	32.0	16.0																		\$9,790.00
	Preliminary traffic control phasing		4.0	12.0	40.0	24.0																		\$13,584.00
	Preliminary cost estimates		2.0	8.0	40.0	20.0																		\$11,694.00
	Site visit			8.0	8.0	8.0																		\$4,008.00
Task 5.0:	Design Plans and Construction Documents																							
	Roadway design	2.0	5.0	44.0	200.0	160.0																		\$65,981.00
	Traffic Control design		5.0	44.0	180.0	100.0																		\$54,331.00
	Plan preparation			24.0	120.0	160.0																		\$46,136.00
	Quantities & estimating		2.0	24.0	40.0	24.0																		\$15,390.00
	QAQC	4.0	8.0	24.0	40.0	24.0																		\$8,084.00
	Project Manual, bid form and specifications		4.0	4.0	16.0	8.0	4.0																	\$6,068.00
	TDLR Registration and Registered Accessibility Consultant																							\$3,000.00
Task 6.0:	Public Involvement																							
	Public Meeting facilitation (4 meetings)		8.0	16.0	24.0																			\$9,688.00
	Public Meeting Exhibits (4 exhibits)		2.0		16.0	36.0	4.0																	\$8,274.00
Task 7.0:	Bid Phase Services																							
	Pre-bid meeting		2.0		4.0																			\$1,278.00
	Answer questions and prepare addenda				12.0	8.0																		\$3,112.00
	Bid opening meeting				3.0																			\$522.00
	Bid tabulation and recommendation letter			1.0	4.0	4.0																		\$1,407.00
Task 8.0:	Construction Phase Services																							
	Pre-construction meeting		2.0		4.0																			\$1,278.00
	Monthly progress meetings (12)				26.0																			\$4,524.00
	Submittal reviews			4.0	16.0	40.0																		\$8,700.00
	Respond to RFIs		2.0	4.0	32.0	16.0																		\$8,994.00
	Site visits (12)				36.0																			\$6,264.00
	Field engineered curb ramps				24.0	24.0																		\$7,248.00
	Final walk through & punch list preparation				10.0																			\$1,740.00
	Record drawings				12.0	24.0																		\$5,160.00
	Letter of concurrence		1.0		2.0																			\$639.00
Task 9.0:	Subsurface Utility Engineering (Add. Service)																							
	QL-B Utility Locating									8.0			10.0	1.0	4.0	8.0	8.0	1.0	8.0	2.0				\$6,500.00
	QL-A Pot Holing																				4.0			\$6,000.00
	Traffic Control																					1.0		\$1,600.00
TOTAL Hours		18.0	99.0	225.0	975.0	672.0	16.0	21.0	45.0	148.0	20.0	1.0	10.0	1.0	4.0	8.0	8.0	1.0	8.0	38.0	4.0	1.0	\$ 83,468.76	
TOTAL PROJECT																								\$467,198.76
HOURLY RATES		\$245	\$291	\$199	\$174	\$128	\$75	\$210	\$120	\$100	\$175	\$3,500	\$95	\$265	\$230	\$130	\$155	\$105	\$120	\$110	\$1,500	\$1,600		

PFLUGERVILLE STREET RECONSTRUCTION PACKAGE I
TRAVIS COUNTY, TEXAS

TASK	Hourly Rate:	PRINCIPAL	PROJECT	SENIOR	PROJECT	EIT	FIELD	CAD TECH/	ADMIN	Sub Total	Hr/Unit	RKCI Labor
		\$220.00	\$195.00	\$185.00	\$165.00	\$135.00	\$105.00	\$75.00	\$65.00			
Hours												
ENGINEERING/LABOR												
GEOTECHNICAL INVESTIGATION AND PAVEMENT DESIGN RECOMMENDATIONS												\$ -
PROJECT KICK OFF			1		1				0.5	3		\$ 392.50
BORING LAYOUT, DRILLING INSTRUCTION, PERMITTING			2							12		\$ 1,440.00
STAKE BORINGS										14		\$ 1,470.00
UTILITIES CLEARANCE										8		\$ 840.00
FIELD LOGGING WITH DCP										50		\$ 3,750.00
LABORATORY ASSIGNMENT						6				6		\$ 810.00
SOIL BORING LOGS					1	12				13		\$ 1,785.00
SITE PLAN					1	2				9		\$ 885.00
PAVEMENT DESIGN ANALYSIS			5		6	8				19		\$ 3,045.00
DRAFT GEOTECHNICAL REPORT PREPARATION			3		6	18			3	30		\$ 4,200.00
GEOTECHNICAL REPORT REVIEW & FINALIZATION			2		2	3			2	9		\$ 1,255.00
DESIGN MEETINGS			2							2		\$ 390.00
												\$ -
												\$ -
TOTAL HOURS:			15		17.0	49	32	56	5.5			Row Total = 175
LABOR COST:		\$ -	\$ 2,925	\$ -	\$ 2,805	\$ 6,615	\$ 3,360	\$ 4,200	\$ 358			Column Total = 175
			8.6%		9.7%	28.1%	18.3%	32.1%	3.2%			\$ 20,262.50
												\$ 20,262.50

UNIT EXPENSES - TASK I (Settlers Ridge/Settlers Meadow):		FIELD OPERATIONS								
16 Borings to 10 ft	Mobilization of Drill Rig	1	units					\$495.00 each	\$495.00	
	3" Thin-Wall Continuous Sampling or Intermittent Sampling in Granular Soils	64	ft					\$19.50 ft	\$1,248.00	
	NX Core Drilling	96	ft					\$35.00 ft	\$3,360.00	
	In-Place Pavement Core (6-in. diameter)	16	units					\$100.00 each	\$1,600.00	
	Bentonite Backfill	8	bags					\$13.86 bag	\$110.88	
	Pavement Surface Patch	16	units					\$40.00 each	\$640.00	
	Driller Cleanup	4	hrs					\$233.54 hr	\$934.16	
	LABORATORY TESTING									
	Atterberg Limits	13	units					\$105.00 each	\$1,365.00	
	Moisture Content	32	units					\$15.00 each	\$480.00	
	Sieve Analysis (passing No. 200)	6	units					\$58.00 each	\$348.00	
	Sulfate Testing	6	units					\$100.27 each	\$601.62	
	Lime Series (Tex-121-E Part III)	1	units					\$410.00 each	\$410.00	
TOTAL UNIT EXPENSES:									\$ 11,592.66	

UNIT EXPENSES - TASK II (Willow Creek Sec. 1):		FIELD OPERATIONS								
13 Borings to 10 ft	Mobilization of Drill Rig	1	units					\$495.00 each	\$495.00	
	3" Thin-Wall Continuous Sampling or Intermittent Sampling in Granular Soils	52	ft					\$19.50 ft	\$1,014.00	
	NX Core Drilling	78	ft					\$35.00 ft	\$2,730.00	
	In-Place Pavement Core (6-in. diameter)	13	units					\$100.00 each	\$1,300.00	
	Bentonite Backfill	6	bags					\$13.86 bag	\$83.16	
	Pavement Surface Patch	13	units					\$40.00 each	\$520.00	
	Driller Cleanup	3	hrs					\$233.54 hr	\$700.62	
	LABORATORY TESTING									
	Atterberg Limits	11	units					\$105.00 each	\$1,155.00	
	Moisture Content	26	units					\$15.00 each	\$390.00	
	Sieve Analysis (passing No. 200)	5	units					\$58.00 each	\$290.00	
	Sulfate Testing	5	units					\$100.27 each	\$501.35	
	Lime Series (Tex-121-E Part III)	1	units					\$410.00 each	\$410.00	
TOTAL UNIT EXPENSES:									\$ 9,589.13	

UNIT EXPENSES - TASK III (Warner Heights/Bohls Place):		FIELD OPERATIONS								
7 Borings to 10 ft	Mobilization of Drill Rig	1	units					\$495.00 each	\$495.00	
	3" Thin-Wall Continuous Sampling or Intermittent Sampling in Granular Soils	28	ft					\$19.50 ft	\$546.00	
	NX Core Drilling	42	ft					\$35.00 ft	\$1,470.00	
	In-Place Pavement Core (6-in. diameter)	7	units					\$100.00 each	\$700.00	
	Bentonite Backfill	3	bags					\$13.86 bag	\$41.58	
	Pavement Surface Patch	7	units					\$40.00 each	\$280.00	
	Driller Cleanup	2	hrs					\$233.54 hr	\$467.08	
	LABORATORY TESTING									
	Atterberg Limits	6	units					\$105.00 each	\$630.00	
	Moisture Content	14	units					\$15.00 each	\$210.00	
	Sieve Analysis (passing No 200)	3	units					\$58.00 each	\$174.00	
	Sulfate Testing	3	units					\$100.27 each	\$300.81	
	Lime Series (Tex-121-E Part III)	1	units					\$410.00 each	\$410.00	
TOTAL UNIT EXPENSES:									\$ 5,724.47	

OTHER DIRECT EXPENSES:							
Major Roads (Traffic Control Services, Arrow Boards and Attenuator Truck) Minor Roads (Moving Single-Lane Closure and Flagging)		1	days				\$2,800.00 day
		5	days				\$1,000.00 day
	FWD Testing	3	days				\$8,500.00 day
TOTAL OTHER DIRECT EXPENSES:							\$ 33,300
TOTAL PROJECT COST:							\$ 80,468.76

EXHIBIT "C"
Pflugerville Streets Reconstruction Package 1
Preliminary Schedule

