

**PROFESSIONAL SERVICES AGREEMENT
FOR
TRAIL IMPROVEMENTS PROGRAM IMPLEMENTATION SUPPORT**

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 Quiddity Engineering LLC (“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- Trails Improvement Program Implementation Support, dated November 13, 2025 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. The determination made by City Manager shall be final, binding and conclusive on all Parties hereto. City shall be under no obligation to pay for any work performed by

Consultant, which is not satisfactory to City Manager. City shall have the right to terminate this Agreement, in accordance with Article VII. Termination, in whole or in part, should Consultant's work not be satisfactory to City Manager; however, City shall have no obligation to terminate and may withhold payment for any unsatisfactory work, as stated herein, even should City elect not to terminate.

IV. COMPENSATION TO CONSULTANT

4.1 In consideration of Consultant's performance in a satisfactory and efficient manner, as determined solely by City Manager, of all services and activities set forth in this Agreement, City agrees to pay Consultant an amount not to exceed Five Hundred Nine Thousand Nine Hundred Dollars (\$509,900.00) as total compensation, to be paid to Consultant as further detailed in Attachment A.

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: **Jeff Achée, CPRP**
Assistant Director
Parks and Recreation

P.O Box 589
Pflugerville, Texas 78660

If intended for Consultant, to: Quiddity Engineering, LLC
Attn: Nieves Alfaro III, PE
912 S. Capital of Texas Hwy., Suite 300
Austin, Texas 78746

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 “*Trail Improvements Program Implementation Support*” 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: Arias and Contech Engineered Solutions 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.

(Remainder of Page Intentionally Left Blank)

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

(Signature)

(Signature)

Printed Name: _____

Printed Name: Stephen Retier

Title: City Manager/Authorized Representative

Title: Vice President

Date: _____

Date: 11/13/2025

APPROVED AS TO FORM:

A handwritten signature in dark ink, appearing to read "Charles E. Zech", is written over a solid horizontal line.

Charles E. Zech

City Attorney

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

ATTACHMENT A



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November 13, 2025

Mr. Isaac Espinoza

Parks Project Manager

Parks and Recreation Department

City of Pflugerville

400 Immanuel Rd,

Pflugerville, Texas 78660

Re: Professional Engineering Services for
Trail Improvements Program Implementation Support

Dear Mr. Espinoza,

Quiddity Engineering, LLC (Quiddity) appreciates the opportunity to present this Proposal for professional services in connection with the City of Pflugerville (the City or the Owner) *Trail Improvements Program Implementation* project (the Project).

I. PROJECT UNDERSTANDING

On November 3, 2020, the City of Pflugerville held a municipal bond election that included three (3) propositions. Proposition B authorized the issuance of \$42,300,000 in bonds for parks and recreation projects, including trail improvements, neighborhood parks, land acquisition, Lake Pflugerville enhancements, 1849 Park, and Destination Playspace.

Following the election, the City executed a Professional Services Agreement (PSA) with Quiddity on December 8, 2022, and subsequently approved Supplemental Agreements Nos. 1 through 4, authorizing Quiddity on a time-and-materials basis to provide Owner's Representative and General Engineering Services for the Parks Program and Bond projects.

This proposal expands the previously authorized scope of services to support the Owner in implementing the Trail Improvements Program including the trails identified in the 2020 Bond Trails Gap Project (CIP) and the May 2025 *Pflugerville Pforward* Mobility Master Plan (MMP). A full list of currently identified projects is provided below.

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MMP & CIP Proposed Trails (All)

MAP REFERENCE	NAME	FUNCTIONAL CLASSIFICATION	LENGTH (MI)
A	Picadilly Trail	Arm	1.17
B	Grand Ave Parkway Trail (northward)	Spine	1.14
C	Grand Ave Parkway Trail (southward)	Spine	0.76
D	Railroad Trail	Spine	1.86
E	Heatherwilde Trail (Segment 1)	Spine	0.57
F	Heatherwilde Trail (Segment 2)	Spine	1.68
G	Pecan Street Trail (westward)	Spine	1.43
H	SH 45 Trail	Arm	1.94
I	Kingston Lacy Trail	Loop	2.63
J	Pecan Street Trail (eastward)	Spine	1.25
K	FM 685 Trail	Spine	4.15
L	Heritage Park Trail Extension	Spine	1.83
M	Pecan Park Trail Extension	Spine	2.61
N	Jakes Hill Trail (Segment 1 & 2)	Spine	0.90
O	Rowe Lane (Segments 1 & 2)	Spine	2.93
P	Hidden Lake Trail (Segment 1)	Spine	0.33
QA	Hidden Lake Trail (Segment 2)	Spine	1.27
QB	Hidden Lake Trail (Segment 3)	Loop	1.29
R	Panther Drive Trail	Loop	0.98
S	Black Hawk Trail	Loop	2.48
T	Gilleland Creek Trail Extension	Spine	1.69
U	Swenson Farms Trail Extension	Arm	0.02
1	Falkland Trace Shared Use Path Connection	SUP	0.17
2	Framingham Circle Shared Use Path Connection	SUP	0.42
3	Milton Cove Shared Use Path Connection	SUP	0.35
4	Pflugerville Parkway Shared Use Path Connection	SUP	0.20
5	Ollie Briar Shared Use Path Connection	SUP	0.97
6	Sotogrande Drive Shared Use Path Connection	SUP	0.23
V	Windermere Park Trail Extension	Arm	0.04
CIP 1	Brean Down Rd to Levels Trail	Arm	0.11
CIP 2	Jakes Hill & Rowe Ln	Loop	0.20
CIP 3	Aventura Ave. to Elk Horn Dr.	Arm	0.36
CIP 4	Paul St - Pfairways Trail to Pecan St	Arm	0.25
CIP 5	N. Hetherwilde Blvd-W Pflugerville Pkwy to Belterman Dr	Arm	0.10
CIP 6	Immanuel Rd-Wells Branch Pkwy to Pigeon forge Rd	Loop	0.39
CIP 7	N. Railroad Ave.-From new Trail Gaps segment E to E. Pflugerville Pkwy	Loop	0.57
CIP 8	Swenson Farms Connector to Black Locust Drive	Arm	0.02
CIP 9	Weis Ln connector	Gap	0.00
CIP 10	Kelly Ln connector	Gap	0.01
CIP11	Hodde Ln connector	Gap	0.05
CIP 12	Immanuel Rd -Dove Haeven Dr to Gatlinburg Dr	Loop	0.25
CIP 13	Golden Eagle St to E. Pflugerville Pkwy	Loop	0.17
CIP 14	Blackthorn Dr. to Gilleland Creek Trail W.	Arm	0.04
CIP 15	Wilbarger Phase 2 to Kingston Lacy	Arm	0.04
CIP 16	Rauscher Drive to Town Center Drive	Gap	0.06
CIP 17	Monrovia Ln to Kalb Rd -West of 1849	Gap	0.01
CIP 18	Mountain Creek Trail	Gap	0.03

The scope, anticipated level of effort, and schedule outlined herein are based on a preliminary prioritization analysis of the full list of projects identified in the Trails CIP and MMP. This analysis resulted in the following projects, which are anticipated to be implemented during Fiscal Years 26–27, as listed and shown below.

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FY 26-27 TRAILS

MAP REFERENCE	NAME	FUNCTIONAL CLASSIFICATION	LENGTH (MI)
CIP 1	Brean Down Rd to Levels Trail	Arm	0.11
CIP 9	Weis Ln connector	Gap	0.02
CIP 14	Blackthorn Dr. to Gilleland Creek Trail W.	Arm	0.04
CIP 15	Wilbarger Phase 2 to Kingston Lacy	Arm	0.04
CIP 16	Rauscher Drive to Town Center Drive	Arm	0.06
CIP 18	Mountain Creek Trail	Arm	0.03

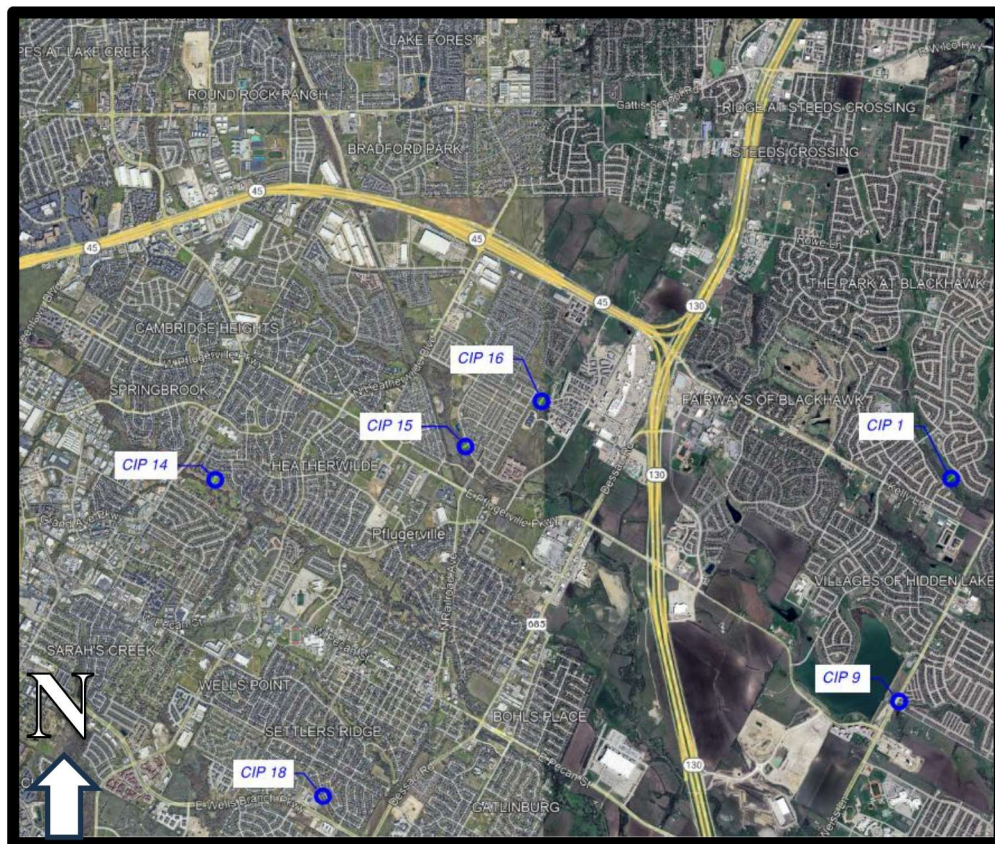


Figure 1 Fiscal Year 26-27 Proposed Trails Locations

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It is important to note that this list is preliminary and will be refined during the execution of the Basic Scope of Services.

Based on our understanding of the contract process, this proposal will be included and referenced within the City's Professional Services Agreement (the Agreement).

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II. SCOPE OF WORK

A. BASIC SERVICES

Task 1 – Trails Program Support

Quiddity will support the City in maintaining and updating the Trail Improvements Program by reviewing potential new trail locations, refining phasing strategies, and developing planning-level cost estimates. The intent is to keep the program current, actionable, and aligned with the City's priorities and available funding. Tasks include:

1. 1. Program Review and Updates

- a. Review and update the CIP and MMP trail segments, as well as evaluate any newly identified potential trail locations.
- b. Confirm and refine trail alignments, classifications, and connectivity priorities based on current conditions and opportunities.

1. 2. Constraints Evaluation

- a. Assess potential constraints such as right-of-way needs, environmental permitting requirements, utility conflicts, drainage considerations, and coordination with adjacent developments or agencies.

1. 3. Phasing Approach

- a. Refine the phasing approach to reflect updated priorities, funding availability, constructability, and community benefits.
- b. Recommend adjustments to sequencing to maintain program efficiency and alignment with the City's objectives.

1. 4. Implementation Schedule

- a. Update and maintain the implementation schedule identifying target milestones for planning, design, bidding, and construction.

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1. 5. Budget Tracking

- a. Develop and update planning-level cost estimates for proposed trail segments to assist with budget forecasting and funding strategies.

1. 6. Coordination (4 meetings)

- a. Participate in coordination meetings with Parks staff to review program status, confirm priorities, and discuss new opportunities.
- b. Coordinate with other City departments and external stakeholders to ensure consistency with ongoing projects and avoid schedule conflicts.

Task 1 -Deliverables

- a. **Trail Segments Classification/Prioritization Matrix** – A list of trail segments with descriptions and potential constraints.
- b. **Exhibits** – Exhibit/s and GIS files depicting the proposed trail locations and other relevant information.
- c. **Planning Schedule** – A schedule outlining prioritization and preliminary timelines for Design, Permitting, Construction, and Completion phases of each project.
- d. **Planning Budget** – A preliminary budget for each project or logical grouping of projects to support implementation planning and funding allocation.

Task 2 – Preliminary Engineering

Quiddity will perform preliminary engineering services for the trail segments identified as prioritized projects for Fiscal Year 26-27. It is anticipated that all segments will require detailed engineered plans based on floodplain and utility constraints identified in the preliminary assessment.

2. 1. Project Management

- a. Provide project management during the Preliminary Engineering Phase, including managing project scope, schedule, cost, quality, and staff resources.
- b. Participate in regular meetings with City staff to report on progress, discuss design decisions, and address coordination needs.
- c. Coordinate with Sub-consultants.

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2. 2. Surveying Services

- a. Perform topographic surveys of prioritized projects for Fiscal Year 26-27, including:
 - i. 100-foot topographic swath approximately centered along the proposed route at 50-cross sections.
 - ii. At least two (2) cross sections per major creek crossing.
 - iii. Locate all visible improvements and utilities (light poles, overhead electric, fencing, signs, mailboxes, etc.).
 - iv. Locate all impervious surfaces (sidewalks, culverts, driveways, curbs, retaining walls)
 - v. Provide drainage structure details with invert information.
 - vi. Perform 811 locate (a public service) and indicate location of all utilities as marked.
 - vii. Provide 1-foot contours within the project site.
 - viii. Provide TBM on or near project site with relative elevation. Reported Elevations will be relative to NAVD88 as obtained by GPS observation.
 - ix. Deliverable will be in AutoCAD.dwg format and include the associated surface files.
 - x. All trees 8" and larger ABH (at breast height) located in said 100' swath. No other trees are proposed in this scope of services.

2. 3. Hydrology and Hydraulic Analysis

- a. Perform Hydrology and Hydraulic analysis as needed to size crossings and mitigating drainage impacts. It anticipated that this analysis will be required for three (3) of the prioritized projects for Fiscal Year 26-27.
 - i. HEC-RAS modeling of proposed improvements utilizing existing hydrologic and hydraulic models provided by the City.
 - ii. Preparation of a Technical Memorandum with Exhibits to facilitate permitting through the City's floodplain administrator. Permitting coordination with other regulatory agencies is not included but can be provided as a supplemental service.

2. 4. Environmental Services

- a. Perform a **Desktop Environmental Review**, which will assess existing natural resources/features, constraints, and identify potential permitting requirements for each

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prioritized projects for Fiscal Year 26-27. For each trail segment, the following desktop review tasks will be performed:

- i. Review publicly available data sources to identify the presence of streams, waterbodies, wetlands, floodplains, soil types, vegetation types, and cultural resources.
 - ii. Review USFWS's Critical Habitat Map data and Texas Parks and Wildlife's (TPWD) Texas Natural Diversity Database (TxNDD) Element Occurrence (EO) data to identify previously documented rare, threatened, and endangered species habitat and/or observations.
 - iii. Obtain a vendor-provided regulatory due diligence radius report for each trail segment and conduct a corresponding records review.
- b. Waters of the U.S. and Wetlands Delineation (for CIP Trail 1)** - Under Section 404 of the Clean Water Act (CWA), authorization must be obtained from the USACE for discharges of dredged and fill material into jurisdictional Waters of the U.S. (WOTUS), including wetlands, and/or special aquatic sites (SAS). According to the U.S. Fish and Wildlife Service (USFWS) National Wetlands Inventory and the U.S. Geological Survey (USGS) National Hydrography Dataset, CIP Trails 1 overlays an unnamed tributaries of Wilbarger Creek.

As such, a WOTUS and wetlands delineation is recommended for each trail to determine the presence or absence of potentially jurisdictional water features. The delineation will be conducted in accordance with the 1987 Corps of Engineers Wetland Delineation Manual and the latest Regional Supplement for the Great Plains Region. Findings and conclusions will be prepared in accordance with the latest definition of WOTUS, as outlined within the Memorandum to the Field Between the U.S. Department of the Army, U.S. Army Corps of Engineers and the U.S. Environmental Protection Agency Concerning the Proper Implementation of "Continuous Surface Connection" Under the Definition of "Waters of the United States" Under the Clean Water Act (effective March 12, 2025) and the Revised Definition of "Waters of the United States", Conforming, (effective September 8, 2023; Title 33 CFR Part 328).

The report will include a summary of existing site conditions, regulatory guidance, delineation methodologies, findings, figures, and other supporting appendices and forms (developed per USACE guidance).

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2. 5. Geotechnical Services

- a. Engage the services of a Geotechnical Engineer to perform a geotechnical evaluation and provide a geotechnical report with pavement cross sections and other applicable design recommendations .

2. 6. Preliminary Design

- a. Develop 30% Construction Documents that illustrate the preliminary design for the proposed trail segments. The plans will include proposed trail alignments, typical sections, and layouts of key improvements such as crossings, drainage considerations, and connections to existing infrastructure. Supporting materials may include preliminary grading, utility coordination, and right-of-way or easement needs as applicable.

2. 7. Cost Estimates

- a. Coordinate with vendors of pre-fabricated structural component to obtain pricing as needed.
- b. Prepare an AAECE Class 3 construction cost estimates for each segment.

Task 2 – Deliverables

- a. **30% Construction Documents-** Documents including topographic information, constraints and trail alignments.
- b. **Draft and Final Desktop Environmental Review**
- c. **Draft and Final Waters of the U.S. and Wetland Delineation Report**
- d. **Geotechnical Report**
- e. **Hydrology and Hydraulic Technical Memorandum**

Task 3 – Design Phase Services

3. 1. Project Management

- a. Provide project management during Design Phase, including managing project scope, schedule, cost, quality, and staff resources.

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- b. Participate in regular meetings with City staff to report on progress, discuss design decisions, and address coordination needs.

3.2. Final Design

- a. Finalize engineering design of all the project components.
- b. Perform final hydraulic analyses to verify that the proposed configurations comply with applicable drainage criteria and local design standards.
- c. Finalize structural design of crossings as needed.
- d. Prepare AAECE Class 1 construction cost estimates for each segment.
- e. Prepare technical specifications in accordance with City and Engineer standards.

3.3. Plans

- a. Prepare one combined set of plans for all Fiscal Year 26-27 segments suitable for permitting.

Task 3 - Deliverables

- a. **One combined set of plans** for all segments prioritized suitable for permitting.
- b. **Technical specifications** in accordance with City and Engineer standards.
- c. **AAECE Class 1 construction cost estimates** for each segment

Task 4 - Permitting Phase

Quiddity will submit construction documents through the Client's permitting portal (PLL) for Planning and Development Services review and approval, and for Texas Accessibility Standards (TAS) review through a Registered Accessibility Specialist (RAS). The Consultant will coordinate with the RAS and City staff as needed to address review comments and resubmit plans, with only one round of comments anticipated.

- a. Submit construction documents through the Client's permitting portal (PLL) for Planning and Development Services review and approval as required.
- b. Submit plans for Texas Accessibility Standards (TAS) review through a Registered Accessibility Specialist (RAS) for compliance with state accessibility requirements. Coordinate with the RAS during the review process and incorporate any required revisions or clarifications to achieve project registration and final approval.

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- c. Address comments and re-submit as needed. Only one round of comments is anticipated.

Task 4 -Deliverables

- a. **Submittal/s** through the PLL permitting portal and RAS.

Task 5 - Procurement Phase Services

Prepare a complete bid package with construction documents and specifications, and provide support during the bidding process, including responding to inquiries and preparing addenda as requested.

- a. Provide a complete bid package with required construction documents and specifications.
- b. Provide general guidance and support. It is expected that The Client will manage most aspects of advertising/soliciting bids, contractor selection, and award.
- c. Assist in responding to bidder inquiries and preparing addenda, as requested.

Task 5 -Deliverables

- a. Complete **Bid Package**
- b. **Addenda** as required

Task 6- Construction Phase Services

Provide construction support services throughout the duration of each project, including coordination with the contractor and Client during meetings, review of submittals and RFIs to maintain design intent, and preparation of closeout materials and record drawings at project completion.

- a. Attend the pre-construction meetings, final walkthroughs and progress meetings for each assigned project.
- b. Respond to Requests for Information (RFIs) and review contractor submittals for conformance with design intent.
- c. Prepare and deliver required closeout documents, including record drawings as applicable.

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Task 6 -Deliverables

- a. **RFI responses**
- b. **Closeout documents**

Task 7 -Reimbursable Expenses

Reproduction expenses, plan review fees, advertising fees, delivery fees, other project expenses, and other services not performed by the Engineer including Materials Testing during construction.

B. ADDITIONAL SERVICES AT OWNER'S REQUEST

The following services may be provided by Quiddity upon written authorization from the City. These services are considered Additional Services and will be performed at the City's request.

Task 8- Supplemental Tasks

8. 1. Construction Management

- a. Provide construction management services to support the City during the active construction of trail projects. Services may include:
 - i. Conducting pre-construction conferences and progress meetings.
 - ii. Coordinating communication between the City, contractor, and testing laboratory.
 - iii. Reviewing and processing contractor submittals, RFIs, and change order requests.
 - iv. Monitoring project schedules and contractor progress.
 - v. Maintaining project records using the City's document management system.
 - vi. Preparing and submitting periodic construction progress reports to the City.
 - vii. Assisting with final inspections, punch lists, and project closeout documentation.

8. 2. Field Project Representation

- a. Assist the Client in work observation by providing Level I Field Project Representation (Periodic Part-Time Representation for Major Activities) as described in Exhibit A. Work observation will include up to 15 hours per week, including travel time, during active construction to observe construction activities and report on compliance with respect to

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accepted construction methods and the contract documents, using the City's document management system.

8.3. Community Engagement Assistance

- a. Provide research, exhibits, or other materials as specifically requested by the Client.
- b. Services exclude organizing, hosting, or leading public meetings.

8.4. General Supplemental Task

- a. This task is intended to support the Owner with supplemental services that may be required for trail projects not otherwise identified in this scope. Services may include additional design coordination, construction management, and inspection activities as requested by the Owner.

III. COMPENSATION

The estimated COMPENSATION for the SERVICES described above will be on a TIME AND MATERIALS BASIS, in accordance with the terms and conditions of the Agreement and Quiddity's Schedule of Rates subject to annual revision, with further details enclosed in **Exhibit A**.

Trails Improvements Program	
A. Basic Services Fees	TOTAL
1 Trails Program Support	\$ 30,900.00
2 Preliminary Engineering	\$ 140,430.00
3 Design Phase Services	\$ 119,980.00
4 Permitting Phase	\$ 9,310.00
5 Procurement Phase	\$ 7,250.00
6 Construction Phase Services (4 months)	\$ 26,580.00
7 Reimbursable Expenses	\$ 12,200.00
Sub-Total Basic Services Fees	\$ 346,650.00
B. Additional Services at Owner's Request	
8.1 Construction Management	\$ 35,120.00
8.2 Field Project Representation	\$ 46,080.00
8.3 Community Engagement	\$ 7,050.00
8.4 General Supplemental Task	\$ 75,000.00
Sub-Total Additional Services Fees	\$ 163,250.00
Total Basic Services + Additional Services + Expenses	\$ 509,900.00

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IV. PROJECT SCHEDULE

The duration of this Proposal is anticipated from November 30, 2025 through December 30, 2026 with further details enclosed in **Exhibit B**.

V. SPECIAL CONSIDERATIONS

This proposal is based on the following special considerations:

1. All work under this proposal shall be subject to and integrated with the *Professional Services Agreement* between Quiddity Engineering, LLC and the City of Pflugerville.
2. The proposed fees shall be considered in their entirety for the scope of services. Should you wish to contract with us for only a portion of the work, we reserve the right to negotiate individual scope items on their own merits.
3. This proposal shall be valid for sixty (60) days from this date and may be extended upon approval by this office.
4. The Owner will provide the Consultant/s with all criteria and information as to the Owner's requirements for the Project, including study objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards required to be included in the PER, Drawings and Specifications; and copies of the Owner's standard forms, construction contracts, conditions, and related documents, when applicable.
5. Owner will provide electronic copies of available and relative information, including the following:
 - GIS source layers available, including utility infrastructure, streets, property lines, and easements.
 - Record drawings and available shop drawing submittals for infrastructure proposed for the project area.
 - Reports identifying proposed improvements from other projects.
 - Results of hydraulic modeling that may impact or define floodplain boundaries.
 - Known public projects and private development projects within subject area that may impact the project.
 - Topographic survey data
6. Owner will give prompt written notice to Consultant/s whenever the owner observes or becomes aware of a hazardous environmental condition or any other development that affects the scope or time of performance of Consultant's services, or any defect or nonconformance in Consultant's

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services or in the work of any Contractor.

7. Owner will arrange legal access for Consultant/s to enter upon public and private property as required for Consultant/s to perform services under the Agreement.
8. The Owner will provide timely responses and decisions pertaining to alternate solutions, studies, reports, sketches, drawings, specifications, proposals, and other documents presented by Consultant/s (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as Owner deems appropriate with respect to such examination).
9. Owner will advise Consultant/s of the general description of services of any independent consultants employed by the Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review during any phase of each Project.
10. Owner will assist with subsurface utility exploration critical to design for the project, as needed and as requested by the Consultant/s. Owner will pay any permit application fees associated with the project. All permits will be under the Owner's name.
11. The Client will provide access to available historical documentation relevant to Quiddity's proposed due diligence effort.
12. Environmental assumes field work will be performed in one day.
13. Environmental fee includes vendor-provided regulatory due diligence radius report (\$300/trail)
14. Environmental does not include biological surveys (migratory bird nesting surveys, presence/absence surveys, etc.)
15. Environmental does not include federal/state permitting efforts; however, can be performed with a supplemental services agreement if field finding and design deemed necessary.
16. Quiddity will respond to one round of client comments.
17. The following tasks are excluded:
 - a. Construction Project Schedule Support. Basic schedule reviews and/or forensic schedule reviews utilizing Primavera P6, Claim Digger, or other similar software programs and analysis of time impact and/or delay claims are not included in this proposal.
 - b. Document Control. While project staff will maintain records utilizing cloud-based project management software, personnel dedicated to tracking and maintaining a project file system are not included in this proposal.
 - c. Start-up and Commissioning Support. Support for mechanical and operational systems start-up and commissioning is not included in this proposal.
 - d. Construction Staking.

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We thank you for the opportunity to submit this Proposal and look forward to working with you. Feel free to call Odalys Johnson at 512-685-5123 or Nieves Alfaro at 512-809-2293.

Sincerely,

Odalys Johnson, PE, CFM
Client Manager

Stephen C. Reiter, PE
Deputy Practice Leader

SCR/jch/ocj

K:\05671\Client Management\PROPOSAL Trail Gaps Program\PROPOSAL Pflugerville Trails Program_20251113.docx

Enclosure(s)

EXHIBIT A



SCHEDULE OF HOURLY RATES Effective September 2025 - Subject to Revision

ENGINEERING PERSONNEL

Graduate Engineer I	\$135
Graduate Engineer II	\$165
Professional Engineer I	\$195
Professional Engineer II	\$220
Professional Engineer III	\$250
Professional Engineer IV	\$275
Professional Engineer V	\$295
Professional Engineer VI	\$315

ELECTRICAL ENGINEERING PERSONNEL

Electrical Graduate Engineer I	\$145
Electrical Graduate Engineer II	\$175
Electrical Professional Engineer I	\$210
Electrical Professional Engineer II	\$235
Electrical Professional Engineer III	\$260
Electrical Professional Engineer IV	\$290
Electrical Professional Engineer V	\$310

STRUCTURAL ENGINEERING PERSONNEL

Structural Graduate Engineer I	\$140
Structural Graduate Engineer II	\$170
Structural Professional Engineer I	\$200
Structural Professional Engineer II	\$225
Structural Professional Engineer III	\$255
Structural Professional Engineer IV	\$280
Structural Professional Engineer V	\$300

CONSTRUCTION PERSONNEL

Construction Manager I	\$140
Construction Manager II	\$160
Construction Manager III	\$185
Construction Manager IV	\$210
Construction Manager V	\$250
Field Project Representative I	\$ 95
Field Project Representative II	\$115
Field Project Representative III	\$135
Specialist Field Project Representative I	\$150
Specialist Field Project Representative II	\$160
Senior Specialist Field Project Representative	\$170

SPECIALIST PERSONNEL

Specialist I	\$130
Specialist II	\$160
Specialist III	\$195
Specialist IV	\$230
Specialist V	\$265

PLANNING PERSONNEL

Planner I	\$115
Planner II	\$155
Planner III	\$195
Planner IV	\$265

DESIGNER/DRAFTING PERSONNEL

CAD Operator I	\$100
CAD Operator II	\$110
CAD Operator III	\$130
Designer I	\$145
Designer II	\$165
Designer III	\$185

GIS PERSONNEL

GIS I	\$105
GIS II	\$140
GIS III	\$170
GIS IV	\$230

ENVIRONMENTAL SCIENCE PERSONNEL

Environmental Scientist I	\$ 85
Environmental Scientist II	\$ 90
Environmental Scientist III	\$100
Environmental Scientist IV	\$115
Senior Scientist I	\$135
Senior Scientist II	\$155
Environmental Project Manager I	\$170
Environmental Project Manager II	\$185
Senior Environmental Project Manager I	\$200
Senior Environmental Project Manager II	\$240

OFFICE PERSONNEL

Engineer's Assistant I	\$ 85
Engineer's Assistant II	\$ 95
Admin I	\$ 85
Admin II	\$105
Admin III	\$135
Project Admin/Accountant	\$145



SCHEDULE OF HOURLY RATES
Effective September 2025 - Subject to Revision

SURVEYING PERSONNEL

1-Person Field Crew	\$160
2-Person Field Crew	\$210
3-Person Field Crew	\$255
4-Person Field Crew	\$290
Scanner Equipment	\$110
Survey Technician I	\$110
Survey Technician II	\$120
Project Surveyor I	\$125
Project Surveyor II	\$140
Project Surveyor III	\$160
Project Surveyor IV	\$195
Chief of Survey Crews	\$165
Certified Photogrammetrist	\$190
Remote Pilot	\$180
Visual Observer	\$105
LiDAR Tech	\$115
Aerial Tech	\$100
Registered Professional Land Surveyor	\$225
Survey Manager	\$265

EXHIBIT A

CoPI Trail Improvements Program													
Task No.	Description / Task	Estimated Manhours											Total Fee
		Principal	Quality Control Eng	Project Manager	Project Engineer	Project Engineer	EIT Designer	EIT Designer	Construction Engineer	Field Project Representative	Design Draftsman	Admin. (hrs)	
	Quiddity Labor Category	Prof Eng V	Prof Eng IV	Prof Eng III	Prof Eng II	Prof Eng I	Grad Eng II	Grad Eng I	Cons Man IV	FFR II	Designer I	Admin II	
	Hourly Rates Based on Rate Schedule in Contract	\$ 295.00	\$ 275.00	\$ 250.00	\$ 220.00	\$ 195.00	\$ 165.00	\$ 135.00	\$ 210.00	\$ 160.00	\$ 145.00	\$ 110.00	
Basic Services													
1	Trails Program Support												
1.1	Review	2		6	6								14 \$ 3,410.00
1.2	Constraints Evaluation	2		6	12								20 \$ 4,730.00
1.3	Phasing Approach	2		6	6								14 \$ 3,410.00
1.4	Schedule	2		6	6		6						20 \$ 4,400.00
1.5	Budget	2		6	6		6						20 \$ 4,400.00
1.6	Coordination - Work sessions and Coordination Meetings (6 meetings)	2		24			24						50 \$ 10,550.00
	Subtotal Trails Program Support	12	0	54	36	0	36	0	0	0	0	0	138 \$ 30,900.00
2	Preliminary Engineering												
2.1	Project Management	4		12	12								28 \$ 6,820.00
2.2	Surveying Services												\$ 30,000.00
2.3	H&I Analysis			24	48		200						272 \$ 49,560.00
2.4	Environmental				25		40						65 \$ 12,100.00
2.5	Geotechnical (Sub-Consultant fee allowance)												\$ 15,000.00
2.6	Preliminary Design			12	25		50						87 \$ 16,750.00
2.7	Cost Estimates			10	20		20						50 \$ 10,200.00
	Subtotal Preliminary Engineering	4	0	58	130	0	310	0	0	0	0	0	502 \$ 140,430.00
3	Design Phase Services												
3.1	Project Management	4		16	24		0						44 \$ 10,460.00
3.2	Final Design			20	42		44						106 \$ 21,500.00
3.3	H&I Analysis			4	6		12						24 \$ 4,740.00
3.4	Structural (Sub-Consultant fee allowance)												\$ 30,000.00
3.5	Cost Estimates			4	8		16						28 \$ 5,400.00
3.6	Specification			2	10		12						24 \$ 4,680.00
3.7	Plans			10	20		220						250 \$ 43,200.00
	Subtotal Design Phase Services	4	0	56	112	0	304	0	0	0	0	0	550 \$ 119,980.00
4	Permitting Phase												
4.1	Submittals			2	6		6						14 \$ 2,810.00
4.2	Addressing Comments (1 Round)			4	10								34 \$ 6,500.00
	Subtotal Permitting Phase	0	0	6	16	0	26	0	0	0	0	0	48 \$ 9,310.00
5	Procurement Phase												
5.1	Front Ends & Pre-Bid Meeting				8		16						30 \$ 5,900.00
5.2	Addenda (1 assumed) & Questions			1	2		4						7 \$ 1,350.00
	Subtotal Procurement Phase	0	0	7	10	0	20	0	0	0	0	0	37 \$ 7,250.00
6	Construction Phase Services (4 months)												
6.1	Meetings			18	45								63 \$ 14,400.00
6.2	RFIs and Submittals			4	8		8						20 \$ 4,080.00
6.3	Closeout Documents			6	12		24						42 \$ 8,100.00
	Subtotal Construction Phase	0	0	28	65	0	32	0	0	0	0	0	125 \$ 26,580.00
7	Reimbursable Expenses												
7.1	General												\$ 1,000.00
7.2	P&S Review and Inspections												\$ 1,200.00
7.2	Materials Testing (Sub-Consultant fee allowance)												\$ 10,000.00
	Subtotal Expenses	0	0	0	0	0	0	0	0	0	0	0	0 \$ 12,200.00
8	Additional Services												
8.1	Construction Management			24			24		100		26		174 \$ 35,120.00
8.2	Field Project Representation (Level I-4 months)					0				288			288 \$ 40,080.00
8.3	Community Engagement Support	2	0	10			24						36 \$ 7,050.00
8.4	General Supplemental Task												\$ 75,000.00
	Subtotal Additional Services	2	0	34	0	0	48	0	100	314	0	0	498 \$ 163,250.00
	TOTAL BASIC SERVICES	20	0	209	369	0	728	0	0	50,240	0	0	1000 \$ 346,650.00
	TOTAL	22	0	243	369	0	776	0	100	314	0	0	1824 \$ 509,900.00

EXHIBIT B

	Fiscal Year							
	26				27			
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Implementation Plan								
Preliminary Engineering								
Design Phase								
Permitting Phase								
Procurement Phase								
Construction Phase								