

**PROFESSIONAL SERVICES AGREEMENT  
FOR  
HEATHERWILDE BOULEVARD AND PFENNING LANE &  
HEATHERWILDE BOULEVARD AND BLACK LOCUST DRIVE  
TRAFFIC SIGNAL DESIGNS**

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 Stantec Consulting Services 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 Unless sooner terminated in accordance with the provisions of this Agreement, the term of this Agreement shall commence on September 28, 2016 and terminate on September 28, 2018.

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 1 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 Seventy-Six Thousand, Nine Hundred Thirty Dollars (\$76,930.00) as total compensation, to be paid to Consultant as further detailed in Exhibit 1.

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

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 day's 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: Tom Word Assistant City Manager P.O. Box 589 Pflugerville, Texas 78660
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If intended for Consultant, to:	Stantec Consulting Services Inc. Attention: Jennifer Butcher Senior Associate 777 Main Street, Suite 600 Fort Worth, Texas. 76102
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## **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 "Heatherwilde Boulevard and Pfenning Lane & Heatherwilde Boulevard and Black Locust Drive Traffic Signal Designs" 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:	1,000,000 per occurrence, 2,000,000 general aggregate	City to be listed as additional insured and provide 30 days notice of cancellation or material change in coverage
Premises/Operations	Or	
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. We 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 Majure - 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. Any deviation from this subcontractor list, whether in the form of deletions, additions or substitutions shall be approved by City of Pflugerville City Council ("City Council"), as evidenced by passage of an ordinance, 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 Council.

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 has tendered to the City a Discretionary Contracts Disclosure Statement in compliance with the City’s Ethics Code.

### **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 subject to approval by the City Council, as evidenced by passage of an ordinance.

### **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 Any legal action or proceeding brought or maintained, directly or indirectly, as a result of this Agreement shall be heard and determined in the City of Pflugerville, 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 interpreted in the order of priority as appears below:

Attachment “A” Scope of Services including Project Description/Scope of Services; Fee Summary for Professional Services and Proposed Project Schedule.

## XXIV. ENTIRE AGREEMENT

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

## XXV. MISCELLANEOUS CITY CODE PROVISIONS

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

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

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

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

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

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

**CITY OF  
PFLUGERVILLE**

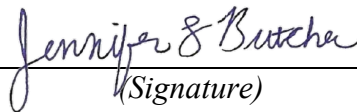
**STANTEC CONSULTING  
SERVICES INC.**

\_\_\_\_\_  
(Signature)

Printed Name: Brandon E. Wade

Title: City Manager

Date: \_\_\_\_\_

  
\_\_\_\_\_  
(Signature)

Printed Name: Jennifer Butcher

Title: Senior Associate

Date: 9/20/16

APPROVED AS TO FORM:

\_\_\_\_\_  
George Hyde  
City Attorney  
DENTON NAVARRO ROCHA BERNAL HYDE & ZECH, P.C.



**Exhibit 1**  
**Heatherwilde Blvd. and Pfenning Lane &**  
**Heatherwilde Blvd. and Black Locust Drive**  
**Traffic Signal Designs**  
**Design, Bid, and Construction Phase Scope of Services**  
**September 8, 2016**

Stantec is looking forward to the opportunity to serve your traffic engineering needs. The following details our proposal for designing two traffic signals in Pflugerville, Texas.

## Scope of Services

Stantec will provide traffic engineering services to the City of Pflugerville ("CITY") as detailed below. The scope is based on our understanding of what will be required by the City to design the traffic signals, provide construction services support, and develop turn-on signal timing. It is assumed for this scope of work that the signal designs will be developed using Texas Department of Transportation ("TxDOT") standards and specifications. Any change to the scope of work based on additional requirements by the CITY may result in an increase in the fee associated with the project.

We understand that the two traffic signals included in this scope of work are:

- Heatherwilde Boulevard at Pfenning Lane
- Heatherwilde Boulevard at Black Locust Drive

The following tasks will be completed as part of this effort:

### Task A – Signal Design and Modification

1. Project management: The Stantec project manager will perform the following activities as part of the project.
  - A. Lead, manage and direct design team activities
  - B. Ensure quality control is practiced in performance of the work
  - C. Communicate internally among team members
  - D. Task and allocate team resources
  - E. Coordinate with subconsultants
2. Site Survey: Halff Associates (SURVEYOR) will provide all site survey. The final base files from the survey will be provided in Microstation format. The survey will include 150' in each direction of the intersection. The following surveying tasks are included:
  - A. Survey Control
    - The survey will be performed in Texas State Plane, Central Zone, NAD83, Geoid12A.
    - No permanent survey control will be established.
  - B. Design Survey

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**Reference: Heatherwilde & Pfenning and Heatherwilde & Black Locust Traffic Signal Designs**

- Perform field survey of existing street intersections.
  - Locate the following street features: curb lines, driveway locations, and ramps, (if applicable).
  - Locate the following waterline features: valves, valve nut elevations, meters, manholes, hydrants, and sprinklers (if applicable).
  - Locate the following wastewater features: manholes, manhole rim elevations, manhole invert details, pump structure details, cleanouts, and cleanout inverts (if applicable).
  - Locate the following storm sewer features: manholes, manhole rim elevations, manhole invert details, inlet structures, inlet details, and outlet structures (if applicable).
  - Locate the following additional features: signs, utility poles, guy anchors, overhead power lines, electric facilities, traffic control facilities, telecom facilities, telecom markers, gas valves, gas line markers, gas line vents, bore holes, and one-call markings (if applicable).
  - Surveyors will collect all utility information including utilities from the entities of Suddenlink, Manville, Southwest Water, and other utility providers in the area.
  - Process field collected data for field survey.
  - 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)
  - Level D (Records Research) Halff will coordinate with the utility owners within the project limits to obtain available record information. Anticipated utility owners within the project limits include: AT&T, Atmos Energy, City of Pflugerville, Grande Communications, Oncor, and Time Warner Cable. This information will be used to depict the utilities in addition to the above ground appurtenances. If records are not available or will not be provided by a respective utility owner, Halff will notify Stantec for direction on depicting the utility.
  - Perform quality control for survey requirements.
- C. Apparent ROW/Boundary
- Establish and define apparent property ownership interests.
  - Establish and define apparent property lines adjacent to site.
  - Establish and define apparent existing rights-of-way.
  - Research property ownership records.
  - Research existing plat information.
3. Attend one (1) pre-design kickoff meeting with City staff to discuss key signal design requirements. A site visit will be performed to verify roadway and utility information provided by the SURVEYOR as base files. Information verified will include lane configurations, utility locations, and driver behavior patterns.





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**Reference: Heatherwilde & Pfenning and Heatherwilde & Black Locust Traffic Signal Designs**

4. Prepare schematic 60% signal design plans:

- A. Stantec will register the project with the Texas Department of Licensing and Regulation (TDLR) since the total construction fees for pedestrian related items on the 2 signals will exceed \$50,000.
- B. Coordinate with the City and electric service provider to locate transformers to be utilized for future power locations.
- C. Develop plan sheets for permanent traffic signals based on survey files provided by the SURVEYOR.
- D. The 60% traffic signal design plans will detail location of poles and foundations, signal cabinet, power source, signal heads, vehicle detectors, and emergency vehicle pre-emption.
- E. Develop 60% traffic design plan sheets that will be submitted to the CITY for review in electronic PDF format on 11" x 17" size as well as two (2) 11"x17" hard copies.
- F. Develop a preliminary opinion of probable cost.
- G. A utility coordination meeting may be held at the City offices to discuss any utility lines that may need to be relocated to accommodate the signal poles. This meeting would occur the same day as the 60% design review meeting.

5. Prepare preliminary 90% construction plans:

- A. Receive comments from the CITY on the schematic 60% plans.
- B. Incorporate review comments into 90% plans.
- C. Prepare the following plan sheets for the preliminary (90%) design plans:
  - Cover Page
  - General notes
  - Summary of estimated quantities
  - Existing conditions and removals plan sheet
  - Traffic signal design plan sheet for each intersection
  - ADA ramp upgrade sheets for each intersection
  - Signing and pavement marking sheet for each intersection
  - Signal design summary tables and charts for each intersection
  - City and/or TxDOT standard detail sheets
- D. Assemble standard construction contract documents and modify special technical specifications, if needed, for the project (if any).
- E. Prepare an estimate of construction quantities and update the preliminary opinion of probable construction costs.
- F. Submit 90% plan set to the City in electronic PDF format on 11" x 17" size as well as two (2) 11"x17" hard copies.
- G. Attend one (1) review coordination meeting with the City to discuss the details of the traffic signal design.



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**Reference: Heatherwilde & Pfenning and Heatherwilde & Black Locust Traffic Signal Designs**

- H. Receive and discuss comments from City staff on preliminary plans, quantities, special conditions, bid documents and opinion of construction cost.
6. Prepare Final 100% construction plans:
- A. Revise preliminary 90% plans, incorporating comments from the CITY.
  - B. Final plans will be reviewed by a Registered Accessibility Specialist (RAS) before they are issued for construction.
  - C. Finalize construction contract documents including special technical specifications and special conditions (if any).
  - D. Prepare estimates of final construction quantities and final opinions of construction cost.
  - E. Create sealed proof set of plans (100% plans), specifications, bid documents and estimates for CITY approval.
  - F. Once approved, submit:
    - A PDF copy of the signed/sealed design plans, specifications, bid documents, and estimates to the CITY
    - Two (2) 11"x17" hard copies of the signed/sealed plans, specifications, and bid documents.

**Deliverables for Task A:**

1. 60% schematic design package in electronic format as well as two (2) 11"x17" hard copies.
2. 90% preliminary design package in electronic format as well as two (2) 11"x17" hard copies.
3. Report of findings on plans from RAS in electronic format.
4. Final (100%) design package in electronic format as well as two (2) 11"x17" hard copies.
5. A quantity opinion of probable cost spreadsheet, delivered with the final design package in electronic and hard copy format.

## **Task B – Construction Phase Services**

1. Stantec engineers will attend one (1) utility coordination meeting as needed and provide plans to utility providers as needed to inform them of the project and any utilities that may need to move.
2. Stantec engineers will provide two (2) hard copies of the final plan set to the City during the bidding phase and up to seven (7) hard copies of the final design plan set to be delivered to the City upon selection of the lowest, responsible bidder (contractor).
3. Bidding Phase Services will include attendance at pre-bid meeting, bid tabulation, and pre-construction meeting as requested by the City.



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**Reference: Heatherwilde & Pfenning and Heatherwilde & Black Locust Traffic Signal Designs**

4. Stantec engineers will be available to respond via phone and email to any contractor request for information (RFI) relating to traffic signals.
5. Stantec engineers will be available to assist with preparation or processing of change orders.
6. It is assumed that two field visits may be necessary to meet a contractor in the field to discuss any design issues that may occur during construction and review the progress.
7. Stantec engineers will contract a RAS to complete the Texas Accessibility Standards (TAS) inspection and report.
8. Geotechnical services during construction phase will include:
  - A. Pier Observation – Includes full-time monitoring during pier hole drilling to verify bearing strata, depth of penetration, pier depth, pier shaft diameter, bell size (if applicable), verification of rebar size and number of bars, cleanliness and plumbness of hole, groundwater observations, time of concrete placement and making concrete test cylinders. This includes site visits for each pier drilled.
  - B. Concrete Testing – Includes an observation of concrete during placement including slump tests, air content, temperature and making test cylinders. Test cylinders will be made at each 50 cubic yards or fraction thereof on each day's pour or as specified in the plans. Test cylinders will be picked up and transported to the testing laboratory the following day after concrete is placed and cylinders broke at 7 days and 28 days or as specified in the plans. Unless job control is specified, concrete that is delivered to the job and is out of specifications will not be accepted or rejected by the engineering technician. The Contractor will be notified of deficiencies immediately and it will be his/her responsibility to accept or reject. If job control is specified, then the technician will take responsibility of accepting or rejecting the delivered concrete which includes controlling the amount of water added to the concrete truck.
9. After construction is complete, Stantec will receive redline markups from the Contractor and/or the City. Stantec will generate a set of record drawing plans which will incorporate these markups. The record drawings will not be signed and sealed, instead, they will bear a stamp explaining that the plans were constructed per the 100% design plans, except as otherwise noted. Stantec will not perform a field visit to verify the redline markups.
10. Stantec will deliver the record drawings to be delivered electronically in PDF format with one (1)-11" X 17" paper copy and one (1)-22" X 34" paper plan set to the CITY.

## **Task C – Traffic Signal Timing**

Stantec engineers will develop traffic signal timing turn-on data for the two intersections within the City. Timing plans for each intersection will be developed for the signal to run as a stand-alone intersection all day.

**Design with community in mind**



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**Reference: Heatherwilde & Pfenning and Heatherwilde & Black Locust Traffic Signal Designs**

1. **Project Meetings:** We anticipate one project meeting for this task to discuss how timing plans have been generated. A preliminary report will be submitted to the City detailing the initial timings.
2. **Data Collection:** Stantec staff will conduct a detailed field review of the study intersections collecting sample data at each intersection, identifying signal phasing, pedestrian treatments, number of lanes, lane assignments, speed limits, detection, and other operational impacts that will affect traffic operations.
3. **Timing Plan Development:**
  - A. Stantec engineers shall utilize data and measurements collected during the site visit, supplemented by electronic photogrammetry, to calculate yellow clearance, red clearance, and pedestrian clearance intervals for each signal-controlled movement for each of the two (2) project intersections. The clearance intervals will be based on the Texas Manual on Uniform Traffic Control Devices (TxMUTCD) requirements and the guidelines in the NCHRP 731. Stantec staff shall also identify minimum green times and pedestrian walk times for all signal-controlled movements at all project intersections. This information will be summarized in tabular format to be included in the final report. The information will also be incorporated into the proposed timing plan Synchro™ models.
  - B. Stantec staff will prepare a draft preliminary report that will provide details on existing operational details of the intersections, proposed timing plans with a schedule of operation, and signal turn-on data to be implemented.
  - C. After the City has reviewed the report, Stantec engineers will meet with City staff to discuss any concerns or issues. We will incorporate any changes based on the discussion into the draft preliminary report and provide a final preliminary report to the City.
  - D. Stantec engineers will validate the timing plans in the controllers when the contractor has completed signal construction, controller programming and the intersection is ready for signal turn-on.
4. **In-field Fine Tuning:** Stantec engineers will conduct fine-tuning of the stand-alone intersections. For signal turn-ons on the isolated intersections, a Stantec staff member will be present to help program the signal controller and check the equipment operation. We will also verify the controller operation to check items such as gap time, passage, time and maximum green times during an AM or PM field observation.



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**Reference: Heatherwilde & Pfenning and Heatherwilde & Black Locust Traffic Signal Designs**

5. **Final Report:** A report will be prepared that will build on the preliminary report and include the final, fine-tuned timing plans. The final report will be submitted to the City for review.

## Task D – Direct Expenses

This task includes the following expenses that will be billed on a time and materials basis.

- 1) Level C and D survey for 2 intersections
- 2) RAS plan review and inspection services
- 3) Materials testing and observation services
- 4) Mileage based on federal required mileage rate
- 5) Hotel Room during implementation – assumed 3 nights
- 6) Per diem for overnight stays – assumed 3 nights
- 7) Plan deliveries

## Assumptions and Exclusions

This scope of services includes only the items specifically described above. In addition, the following items are specifically excluded from the scope of services:

- *Temporary traffic signal design.*
- *Traffic signal warrant study.*
- *Illumination design, except for one luminaire on each signal pole (as applicable).*
- *Traffic signal communication design.*
- *Preparation of right-of-way or easement exhibit outside of those prepared by the SURVEYOR.*
- *Application and Permitting fees and special insurance premiums.*
- *As-built surveys of constructed improvements.*
- *Public hearings or CITY Council/Commission meetings.*
- *Preparation or processing of change orders.*
- *Coordination with TxDOT or any other agency for approval or permitting.*
- *Any additional meetings not listed in the scope of services.*

If these items are required, they may be added for an additional fee.

## Schedule

The schedule below will begin after NTP and each task will follow based on the allotted time.

Kick-off meeting and begin survey work	2 weeks
Complete Survey Work	4 weeks

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**Reference: Heatherwilde & Pfenning and Heatherwilde & Black Locust Traffic Signal Designs**

60% Plans	5 weeks
City Review	2 weeks
90% Plans	4 weeks
City Review	2 weeks
100% Plans	4 weeks
Construction Services	assumed 3 months
Traffic Signal Timing (will begin during construction services)	
Field reviews	1 week
Initial timing Plans	1 week
Fine-tuning (after signal turn-on)	1 week
Project Wrap-up (final reports and documentation)	3 weeks

## Fee

The services described above will be provided for the following fees:

<b>Task A: Signal Design</b>	<b>\$ 36,750.00 lump sum</b>
<b>Task B: Construction Phase Services</b>	<b>\$16,800.00 time and materials</b>
<b>Task C: Traffic Signal Timing</b>	<b>\$7,230.00 lump sum</b>
<b>Task D: Direct Expenses</b>	<b>\$16,150.00 time and materials</b>

**Select 2016 Standard Hourly Rates are as follows:**

Principal	\$216.00
Senior Project Manager	\$186.00
Project Manager	\$173.00
Engineer IV	\$161.00
Engineer III	\$148.00
Engineer II	\$137.00
Engineer I	\$127.00
Engineer In Training	\$118.00

Any tasks completed that are outside the above defined scope will be performed on an hourly basis, and an upset limit will be established. The upset limit is the amount of money that may be billed without further authorization and a best estimate of what is realistic to complete the task with the information available. You may choose to authorize an increase should you feel that the scope warrants a change.

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**Reference: Heatherwilde & Pfenning and Heatherwilde & Black Locust Traffic Signal Designs**

jlb v:\1981\business\_development\city of pflugerville\scoping documents\pfluggerville signal design and timing\_scope 1\_final\_08232016.docx

19 May 2016  
Revised: 19 August 2016

Stantec  
Attn: Ms. Jennifer Butcher, P.E.  
777 Main Street, Suite 600  
Fort Worth, Texas 76102

Re: Pflugerville Traffic Signals  
Heatherwilde Boulevard & Pfenning Lane and  
Heatherwilde Boulevard & Black Locust Drive  
Pflugerville, Texas

Dear Ms. Butcher:

As per your request we are providing a cost estimate for a Geotechnical Investigation for the proposed traffic signals at the above referenced sites. The purpose of the investigation is to determine subsurface soil conditions at the site and obtain samples for laboratory testing in order to provide foundation recommendations. It is our understanding the project will consist of installing four traffic signal poles at two intersections.

We plan to investigate the site by drilling, logging and sampling four soil borings to a depth of 20 feet to 30 feet each. The number and depth of the borings will be dependent on actual soil conditions encountered. If unusual or varying soils conditions are encountered then the borings may need to be deeper or additional borings may be needed. Laboratory testing will be performed on selected samples and data obtained will be used to determine the engineering characteristics of the soil. Our engineering report will include boring logs, boring location plan, laboratory test results, description of soil conditions and foundation recommendations for the proposed traffic signals.

The cost for the above work will be on the order of \$5,535.00. This cost is based on the site being accessible for our drill rig. An itemized cost estimate is attached. If these costs are satisfactory, please sign and return a copy to us for our files.

It should be noted the Texas ONE-CALL system for locating underground utilities will not typically mark utilities on private property. Holt will make a reasonable effort to locate underground utilities; however, if a utility should be breached it is the property owner's responsibility for repairs.

We appreciate the opportunity to offer our services. If we can answer any questions concerning the above, please do not hesitate to call.

Sincerely,



Linda D. Holt, P.E.  
Principal Engineer  
Holt Engineering, Inc.  
TBPE Firm Registration No. F-430



**GEOTECHNICAL INVESTIGATION  
FOR  
PFLUGERVILLE TRAFFIC SIGNALS  
HEATHERWILDE BOULEVARD & PFENNING LANE  
HEATHERWILDE BOULEVARD & BLACK LOCUST DRIVE  
PFLUGERVILLE, TEXAS**

**COST ESTIMATE**

1.	Drilling Coordinator Time to Layout Borings/Locate Utilities 2 Trips @ 3 Hrs/Trip; 6 Hrs. @ \$85.00/Hr:.....	\$ 510.00
2.	Rig Mobilization:.....	600.00
3.	Drilling, Logging, and Sampling: 4 Soil Borings @ 20-30 Ft/Ea.; 120 L.F. @ \$20.00/Ft.....	2,400.00*
4.	Laboratory Testing (Atterberg Limits, Unconfined Compression Tests, Minus #200 Sieve Tests, Moisture Contents, etc.) .....	425.00
5.	Engineering Report with Foundation Recommendations:.....	1,600.00
<b>TOTAL ESTIMATED COST.....</b>		<b>\$ 5,535.00</b>

\*Note: Cost will be based on actual footage drilled.

**CLIENT INFORMATION:** (Responsible Billing Party)

This information must be filled out before the geotechnical investigation can be scheduled. The undersigned agrees to the above scope of work and is responsible for payment.

Company Name (if applicable): \_\_\_\_\_ Date: \_\_\_\_\_  
Printed Name/Title: \_\_\_\_\_ Signature: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
Email: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Please let us know if you would like an electronic copy (pdf file) of the report sent to the Architect, Structural Engineer, Contractor, etc. Thank you.

(1) \_\_\_\_\_  
(2) \_\_\_\_\_  
(3) \_\_\_\_\_  
Name Email Address (if known)

**THE ATTACHED COST ESTIMATE IS BASED ON THE FOLLOWING CONDITIONS:**



2220 Barton Skyway - Austin, Texas - 78704 - Ph. (512) 447-8166 - Fax (512) 447-0852

1. Holt will make a reasonable effort to avoid underground utilities; however, if a utility should be breached it is the property owner's responsibility for repairs.
2. Our estimate is based on the site being cleared and accessible for our truck mounted drill rig.
3. The attached cost estimate will change based on changes or alterations to the scope of services. Additional costs may be incurred for engineering consultation with the Architect, Structural Engineer, and/or Contractor. A review of the structural drawings is not included in this scope of work.
4. The cost estimates included herein are guaranteed for 90 days from the date of this proposal.
5. Payment is due within 30 days Net from date of invoice. Clients with outstanding balances past 30 days are subject to a late fee. It is the client's responsibility to report billing errors immediately upon receipt. Holt Engineering, Inc. is not responsible for billing errors not reported within 30 days of billing.
6. This is an agreement between the parties, whose names appear above, and no one else. Further, this agreement is not intended for any other person's benefit. The parties agree that there are no express or implied warranties applicable to the professional services provided under this agreement; instead, performance under this agreement will be measured by the standards of care applicable to licensed professional engineers in Texas.

We appreciate the opportunity to submit this proposal and look forward to working with you on this project. Please call us if we can be of any additional assistance.

**Services to be performed by the Surveyor  
City of Pflugerville, Intersection Survey**

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This Scope of Services includes field and office surveying services for traffic signal design at four intersections: Heatherwilde and Cheyenne Valley, Grand Avenue and Black Locust, Heatherwilde and Black Locust, & Heatherwilde and Pfenning Lane.

The limits of shall include 150' in each direction at each intersection.

Halff will provide a final set of Microstation drawings (scale to be specified by client).

The Following Surveying Services Tasks are included in this Scope of Services:

**1. Survey Control**

- The survey will be performed in Texas State Plane, Central Zone, NAD83, Geoid12A.
- No permanent survey control will be established.

**2. Design Survey**

- Perform field survey of existing street intersections.
- Locate the following street features: curb lines, driveway locations, and ramps, (if applicable).
- Locate the following waterline features: valves, valve nut elevations, meters, manholes, hydrants, and sprinklers (if applicable).
- Locate the following wastewater features: manholes, manhole rim elevations, manhole invert details, pump structure details, cleanouts, and cleanout inverts (if applicable).
- Locate the following storm sewer features: manholes, manhole rim elevations, manhole invert details, inlet structures, inlet details, and outlet structures (if applicable).
- Locate the following additional features: signs, utility poles, guy anchors, overhead power lines, electric facilities, traffic control facilities, telecom facilities, telecom markers, gas valves, gas line markers, gas line vents, bore holes, and one-call markings (if applicable).
- Process field collected data for field survey.
- 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)
- Level D (Records Research) Halff will coordinate with the utility owners within the project limits to obtain available record information. Anticipated utility owners within the project limits include: AT&T, Atmos Energy, City of Pflugerville, Grande Communications, Oncor, and Time Warner Cable. This information will be used to depict the utilities in addition to the above ground appurtenances. If records are not available or will not be provided by a respective utility owner, Halff will notify Stantec for direction on depicting the utility.
- Perform quality control for survey requirements.

**3. Apparent ROW/Boundary**

- Establish and define apparent property ownership interests.
  - Establish and define apparent property lines adjacent to site.
  - Establish and define apparent existing rights-of-way.
  - Research property ownership records.
  - Research existing plat information.
-

#### **4. Deliverables**

- Prepare base maps illustrating data collected above from field survey.
- Include property ownership and boundary information.
- Deliverables will include a Microstation file containing the horizontal locations of the utilities that provided record information. The utilities will be overlaid onto the base / seed file provided by Stantec.
- Deliverables will include a map of the project areas, drawings prepared to scale specified by client.
- Electronic files for all survey information defined above to be provided on CD-ROM in Microstation format.
- Delivered CADD file will be in grid coordinates.
- Provide text file for all survey points (PNEZD) and list of feature codes used with associated descriptions in grid format.
- Aerial maps, tax plats, subdivision plats, and deeds of the project area will be provided if applicable.

Intersection Design Survey  
City of Pflugerville  
(All time shown in hours)

PROJECT TASK	RPLS	SURVEY TECHNICIAN	CADD TECHNICIAN	SUE MANAGER	2-MAN SURVEY CREW	GPS EQUIPMENT	DIRECT COSTS	TOTAL
<b>Heatherwilde &amp; Black Locust</b>								
Design Survey	0.5	1.0		2.0	8.0			\$1,522.50
Apparent ROW	4.0				4.0			\$1,200.00
Deliverables	2.0	4.0	4.0					\$1,070.00
<b>TOTAL Heatherwilde &amp; Black Locust</b>	<b>6.5</b>	<b>5.0</b>	<b>4.0</b>	<b>2.0</b>	<b>12.0</b>			<b>\$3,792.50</b>
<b>Heatherwilde &amp; Pfenning Ln</b>								
Design Survey	0.5	1.0		2.0	8.0			\$1,522.50
Apparent ROW	4.0				4.0			\$1,200.00
Deliverables	2.0	4.0	4.0					\$1,070.00
<b>TOTAL Heatherwilde &amp; Pfenning Ln</b>	<b>6.5</b>	<b>5.0</b>	<b>4.0</b>	<b>2.0</b>	<b>12.0</b>			<b>\$3,792.50</b>
<b>TOTAL PROJECT</b>								<b>7,585.00</b>
<b>HOURLY RATES</b>	\$165	\$100	\$85	\$130	\$135	\$30.00		

August 23, 2016

Jennifer Butcher, PE  
Stantec

**RE: TAS Proposal for the *Heatherwilde* Project**

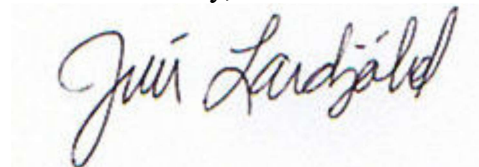
Dear Ms. Butcher,

This is a proposal for the project registration, plan review, and inspection of the *Heatherwilde* Project in Pflugerville, Texas for compliance with Chapter 469 of the Texas Government Code, State of Texas Architectural Barriers Act, and the Texas Accessibility Standards (TAS).

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

Feel free to contact me at (512) 410-7059 or at [jel@alturalp.com](mailto:jel@alturalp.com) to answer any questions or discuss details of the proposal. Thank you for considering Altura Solutions, L.P. to meet your accessibility consulting needs. We look forward to working with you on the project.

Sincerely,

A handwritten signature in dark ink, reading "Jesús Lardizábal". The signature is fluid and cursive, with the first name "Jesús" and last name "Lardizábal" clearly distinguishable.

Jesús Lardizábal,  
R.A.S. 1051  
President

### **PROJECT SCOPE AND DESCRIPTION**

Alterations to the following four intersections including ADA ramps, pedestrian heads, and push buttons:

- Heatherwilde Boulevard at Pfennig Lane
- Heatherwilde Boulevard at Black Locust Drive

### **SCOPE OF WORK**

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

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

### **EXCLUSIONS**

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

### **SCHEDULE**

Altura Solutions will perform the project registration within one working day of receiving the required documents and registration fee.

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

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

### **DELIVERABLES**

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

- Altura Solutions will provide proof of project registration via the TDLR Proof of Registration Sheet.
- Altura Solutions will provide the Plan Review Report detailing the non-compliant findings of the facility for the Texas Accessibility Standards (TAS).
- Altura Solutions will provide the Inspection Report detailing the findings of the final inspection of the facility.

### CONSULTING FEE AND INVOICING

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

• Project Registration .....	\$175.00
• TAS Plan Review Report .....	\$475.00
• TAS Inspection Report .....	\$550.00

The total proposed consulting fee under this agreement is one thousand two hundred dollars and zero cents (\$1,200.00).

To initiate services, the following items must be provided:

- Signed agreement
- Completed TDLR forms
- Half-sized hardcopy set of drawings provided by the client.
- A check for \$650 for the Project Registration and Plan Review fees should be made out to Altura Solutions, L.P.

The inspection fee includes travel within 90 miles of Austin, TX. Additional travel expenses may be incurred for travel outside of this area. The inspection fee may be paid up front or at the time of inspection. The fees listed above are limited to one final plan review and one hour of technical assistance/consulting. Preliminary reviews, plan review revisions, and additional consulting will be considered additional services as outlined below.

### ADDITIONAL SERVICES

Altura Solutions, L.P. provides hourly technical assistance for any services outside of the deliverables listed above. Technical Assistance services include attending meetings with project officials, preliminary plan reviews, preliminary inspections, attending on-site meetings, and assisting with potential design solutions. The consulting rate is \$175.00 per hour.

**Altura Solutions, L.P.**

**Client**

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: Jesus Lardizabal

Print Name: \_\_\_\_\_

Title: President

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_