

**PROFESSIONAL SERVICES AGREEMENT
FOR
GRAND AVENUE PARKWAY PAVEMENT REPAIR, MILL AND OVERLAY**

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 HVJ Associates, Inc. (“Consultant”), both of which may be referred to herein singularly as “Party” or collectively as the “Parties.”

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

I. DEFINITIONS

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

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

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

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

II. TERM

2.1 Unless sooner terminated in accordance with the provisions of this Agreement, the term of this Agreement shall commence on 5/10/2017 and terminate on 3/31/2018.

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 *proposal dated 5/2/2017* 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-eight thousand and sixty five dollars (78,065.00) 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:	HVJ Associates, Inc. Attn: Frank Carmichael Austin Branch Manager 4201 Friedrich Ln Austin, Texas 78744
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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 “*Grand Avenue Parkway Pavement Repair, Mill and Overlay*” 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 Products/ Completed Operations Independent Contractors Personal Injury Contractual Liability	1,000,000 per occurrence, 2,000,000 general aggregate Or 2,000,000 combined single coverage limit	City to be listed as additional insured and provide 30 days notice of cancellation or material change in coverage City to be provided a waiver of subrogation City prefers that insurer be rated B+V1 or higher by A.M. Best or A or higher by Standard & Poors
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: McGray & McGray Land Surveyors, Inc. and HVJ South Central – M&J Inc. 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**

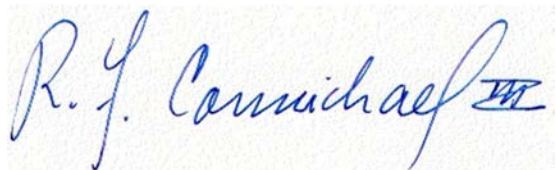
HVJ Associates, Inc.

(Signature)

Printed Name: Brandon E. Wade

Title: City Manager

Date: _____



(Signature)

Printed Name: **R.F. Carmichael III**

Title: **Austin Branch Manager**

Date: **May 2, 2017**

APPROVED AS TO FORM:

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



Houston	4201 Freidrich Lane, Ste. 110
Austin	Austin, TX 78744-1045
Dallas	512.447.9081 Ph
	512.443.3442 Fax
San Antonio	www.hvj.com

April 27, 2017, *revised May 2, 2017*

Mr. Chad A. Wood, P.E., PTOE
Senior Transportation Engineer
City of Pflugerville – Public Works
15500 Sun Light Near Way, #B
Pflugerville, Texas 78660

Subject: Grand Avenue Parkway Pavement Repair, Mill and Overlay
Owner: City of Pflugerville
HVJ Proposal No AP1710060

Dear Chad:

HVJ Associates, Inc. is pleased to submit this revised proposal for the engineering design services associated with the city's 2017 pavement maintenance program. This project is part of the City's Annual Street Maintenance Program and will provide for pavement resurfacing (asphalt overlay) of Grand Avenue Parkway (from the Southern City limits to Pflugerville Parkway) with pavement repairs as needed. Revisions include additional scope clarifications.

Scope of Work

HVJ proposes to prepare a bid package consisting of construction documents, including project manual, specifications and construction plans with reviews at 30%, 90%, and 100%. As per the original RFQ, the scope of work includes the following:

1. Prepare preliminary engineering plans including a preliminary engineer's opinion of most probable construction cost for approximately 30% Full Depth Pavement Repair, Mill & Overlay.
2. Prepare final construction plans and specifications for the project. A final engineer's opinion of most probable construction cost shall be included. Preliminary engineering and final engineering construction documents shall include but not be limited to: coordination with utility companies, project manual and any other items necessary to successfully construct this project.
3. Design this project in accordance with the City of Pflugerville's 2015 Edition of the Uniform Development Code and 2015 Edition of the Engineering Design Guidelines & Construction Standards, and other applicable federal, state and other jurisdictional entity requirements.
4. Prepare design of this project including street resurfacing and traffic control design, identification of full depth pavement repair areas, and preparation of an engineer's opinion of most probable construction cost.
5. Assist the City of Pflugerville with advertising for construction bids, opening bids, and evaluating the bids received.

Mr. Chad A. Wood, P.E., PTOE
AP1710060
May 2, 2017

6. Provide construction administration services.

HVJ's proposed scope of work for each phase of design through bid and award is detailed below. HVJ will be supported by two sub consultants: McGray & McGray Land Surveyors, Inc. and HVJ SCTx for geotechnical investigations. The work will be completed in the following phases:

Preliminary Engineering Phase

Preliminary Phase Services will include the collection of field data to isolate potential repair areas and confirm overlay design including: visual condition survey of surface distress, nondestructive deflection testing, geotechnical investigation by HVJ SCTx to confirm pavement and subgrade, and surveying by M&M. The surveys will establish the curb lines to be met, locate above ground utility manholes or valves, locate driveways, and other required features. The resulting Autocad files will be used as base files for the construction drawings.

Isolating the limits of full depth repairs, estimated as 30% of the area by the city, is critical to the performance of the proposed overlay surface. Video of pavement distress at the time of NDT Data collection will also aid in locating the full-depth repair areas. NDT data analysis will define in-situ soil conditions and existing materials to estimate the in-situ strengths of the pavement and subgrade to confirm mill and overlay requirements as well as full depth repair (FDR) design. If there are high PI soils within the project limits for any large areas of FDR, soil modifications will be considered. FDR and overlay thickness will be designed based on traffic to be obtained, incorporating special material if needed.

Preliminary construction cost estimates will be prepared, including alternatives to meet budget, if required. Based on the data collected and the pavement evaluation, alternative strategies to minimize construction costs will be reviewed and documented for the City to consider.

HVJ will prepare and submit a draft engineering memorandum as a 30% submittal for review by the City of Pflugerville. Upon receipt of review comments, HVJ will prepare a final 30% submittal of engineering memorandum that will support the Design Phase engineering.

Design Phase (90% and 100% bid document submittals)

Design Phase Services will include development of plans, specifications and updated engineers' probable construction cost estimates.

- Project Manual with bid documents and specifications
- Pavement details
- Sequencing and Traffic Control Plans
- Pavement Marking
- E/S control Plans
- City of Pflugerville General Construction Notes
- Standard Details (including Pflugerville Erosion Control and Streets and Drainage Standards as appropriate),

Mr. Chad A. Wood, P.E., PTOE
AP1710060
May 2, 2017

- Engineer's Probable Construction Cost

Bid-Award-Execution Phase Services

HVJ will provide assistance to the City preparing bid documents for advertisement, bidding and contract award. The development of quantities and the bid form are critical items that must be carefully checked in the design. In addition any bid alternatives must be clearly defined to avoid confusion and error. Requests for clarification and or information must be answered quickly and accurately so as not to delay the bid opening. All addendums must be carefully referenced to the bid documents so that there is no confusion. The following tasks are included:

- Attend Pre-Bid Meeting
- Prepare up to one addenda, if required
- Attend Bid Opening
- Summarize bids and provide award recommendations

Construction Phase Services

HVJ will provide construction phase services coincident with the construction contractor's activities. These services may include but not necessarily be limited to:

- Attend Pre-Construction Meeting
- Review & Approve Contractor submittals
- Respond to up to three Requests for Information (RFI's)
- Provide Limited site services, including up to five site visits (one by the senior engineer, two site visits by the project engineer and two site visits by the staff engineer)

Project Management (including Meetings and Progress Reports)

HVJ will attend bi-weekly meetings and/or conference calls with Public Works Project Manager. As part of the monthly project invoicing, progress reports will be provided that identifies work completed that month, work planned for the following month, and any information needed from the city.

Schedule

To meet a 60-day completion of design work, it is anticipated that there will be the following submittals: Preliminary Engineering Memorandum (30% submittal), 90% PS&E and 100% PS&E bid documents. The turnaround time for HVJ reviews and the City reviews will be critical to maintaining this tight schedule. Regular project schedule reporting is critical in the communication between the City and HVJ.

Although weather can affect field work schedules, the preliminary project schedule has field work starting the day following the expected NTP. Concurrent field work is planned. If needed, McGray has indicated they can assign extra survey crews and/or working extra hours both in the field and in the office to ensure completion of tasks critical in the schedule.

Mr. Chad A. Wood, P.E., PTOE
AP1710060
May 2, 2017

A detailed project schedule is attached with milestone dates shown below.

NTP	5/9/2017
Preliminary Engineering Report	6/5/2017
90% Design Submittal	6/21/2017
100% Final Design Submittal	6/27/2017
Final Bid Documents	7/17/2017

Fees

Based on the scope of work outlined, HVJ proposes to provide the services outlined above for a lump sum amount of \$78,065. A breakdown of these fees is provided in an attached fee estimate table with supporting sub consultant proposals.

Insurance

Insurance certificates verifying HVJ's general liability, auto, workers' compensation, and errors and omissions insurance coverage, listing City of Pflugerville as a certificate holder, will be provided with the executed contract.

Invoice

HVJ accounting procedures call for the submittal of invoices monthly in proportion to services performed within each phase of services. HVJ understands payments will be received within thirty (30) calendar days, after receipt and approval of acceptable invoice.

Conditions

HVJ has based this proposal on the following assumptions:

- A project specific Storm Water Pollution and Prevention Plan (SWPPP) is not required since the City of Pflugerville has addressed these requirements in the Standard Street Maintenance and Rehabilitation General Notes.
- No site clearance will be required to access the borehole locations
- City of Pflugerville will provide Right of Entry Permits, if necessary. No street cut permits will be necessary.
- No drainage evaluation or design is included in the scope of work.
- All design submittals will be made electronically.
- No costs are included herein for printing bidding documents for distribution to contractors since it is understood that the city will print and distribute the construction documents and advertise the project.
- No scope has been included for the preparation of as-builts or similar documents upon completion of the construction.

Mr. Chad A. Wood, P.E., PTOE
AP1710060
May 2, 2017

Attached are detailed proposals from the subconsultants, which provide details concerning their understanding of the proposed scope of work and assumptions and conditions assumed regarding their scope of work and thus estimated level of effort estimate.

HVJ Associates, Inc. is pleased to be of service on this project. HVJ looks forward to completing the negotiations and receiving a notice to proceed. Please call us if you have any questions or require additional information.

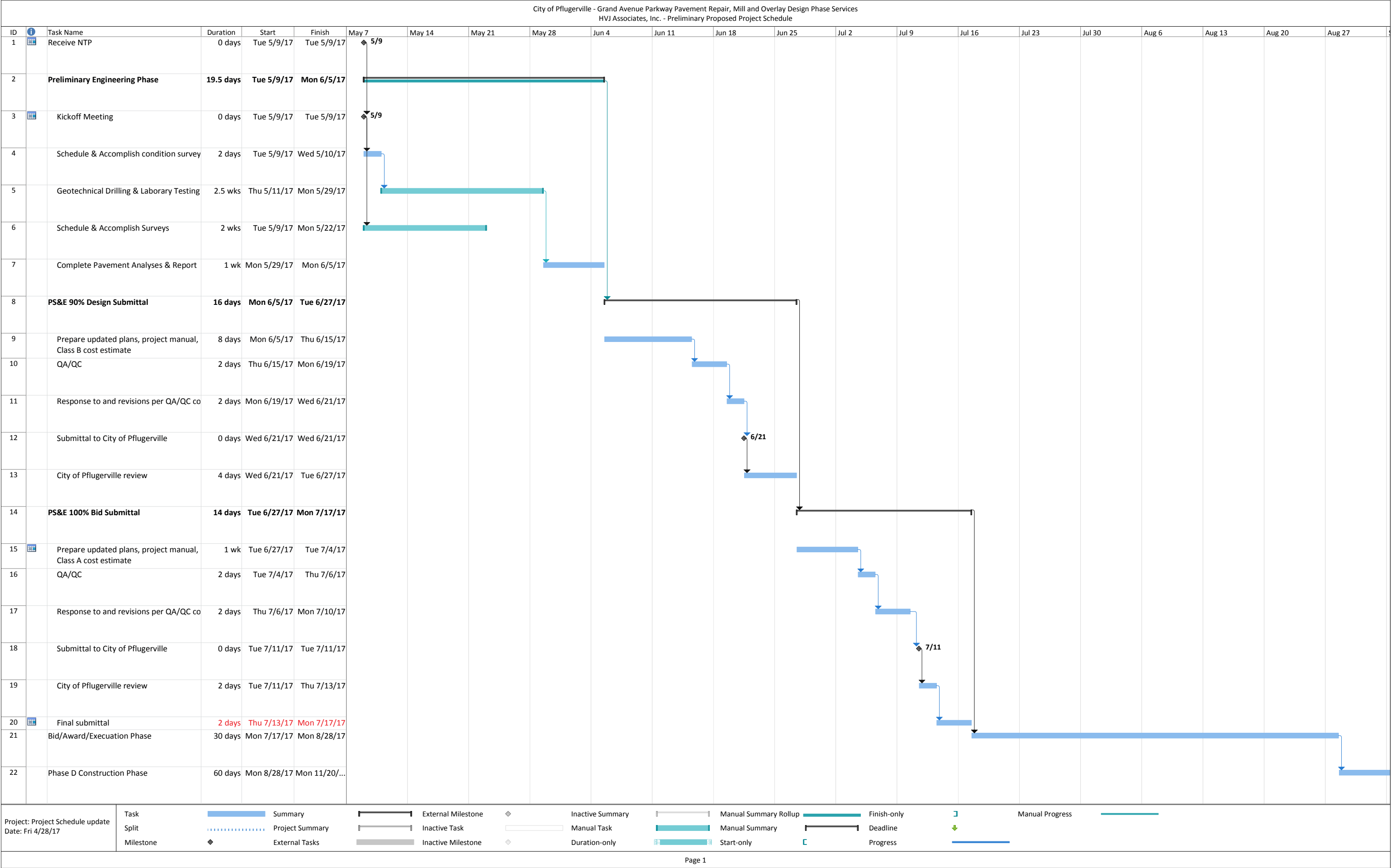
Sincerely,

HVJ ASSOCIATES, INC.

A handwritten signature in blue ink, appearing to read "Linda Barlow".

Linda Barlow, P.E.
Sr. Project Manager

cc: F. Carmichael, Austin Branch Manager



Grand Avenue Parkway Pavement Repair, Mill and Overlay
HVJ Proposal No. AP1710060

Bid-Award-Execution Phase Construction Phase													
Preliminary Engineering Phase				PS&E 90% Design Submittal		PS&E 100% Bid Submittal		Execution Phase Services		Construction Phase		Total	
Item	Unit Price	Units	Cost	Units	Cost	Units	Cost	Units	Cost	Units	Cost	Units	Cost
HVJ - Civil Engineering Labor													
Senior Engineer	\$160.00 per hr	6	\$960.00	8	\$1,280.00	6	\$960.00	2	\$320.00	2	\$320.00	24	\$3,840.00
Project Engineer	\$125.00 per hr	36	\$4,500.00	52	\$6,500.00	34	\$4,250.00	6	\$750.00	20	\$2,500.00	148	\$18,500.00
Staff Engineer II	\$95.00 per hr	26	\$2,470.00	44	\$4,180.00	14	\$1,330.00	0	\$0.00	8	\$760.00	92	\$8,740.00
Sr CAD Technician	\$80.00 per hr	6	\$480.00	84	\$6,720.00	28	\$2,240.00	2	\$160.00	0	\$0.00	120	\$9,600.00
Sr Engineering Technician	\$60.00 per hr	12	\$720.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	12	\$720.00
Clerical Support	\$55.00 per hr	10	\$550.00	16	\$880.00	14	\$770.00	4	\$220.00	2	\$110.00	46	\$2,530.00
HVJ - Civil Engineering Labor Subtotal			\$9,680.00	\$19,560.00		\$9,550.00		\$1,450.00		\$3,690.00		\$43,930.00	
HVJ - Direct Costs													
FWD Testing			\$2,600.00									\$2,600.00	
Traffic Control			\$800.00									\$800.00	
Traffic Counts			\$500.00									\$500.00	
Misc. printing/delivery			\$25.00	\$25.00		\$25.00		\$0.00		\$25.00		\$100.00	
HVJ - Direct Costs Subtotal			\$3,925.00	\$25.00		\$25.00		\$0.00		\$25.00		\$4,000.00	
TOTAL HVJ			\$13,605.00	\$19,585.00		\$9,575.00		\$1,450.00		\$3,715.00		\$47,930.00	
McGray & McGray Land Surveyors, Inc.													
			\$11,013.00									\$11,013.00	
HVJ SCTx - Geotechnical Field Investigation			\$7,975.00									\$7,975.00	
HVJ SCTx - Construction Materials Testing			\$0.00							\$9,712.00		\$9,712.00	
Sub consultant Subtotal			\$18,988.00	\$0.00		\$0.00		\$0.00		\$9,712.00		\$28,700.00	
5% Multiplier on Subs			\$949.40	\$0.00		\$0.00		\$0.00		\$485.60		\$1,435.00	
Total Fee			\$33,542.40	\$19,585.00		\$9,575.00		\$1,450.00		\$13,912.60		\$78,065.00	



4201 Freidrich Lane, Suite 110

Austin, Texas 78744

512.447.9081 Ph

512.443.3442 Fax

www.hvj.com

April 27, 2017

Ms. Linda Barlow, PE
HVJ Associates, Inc.
4201 Freidrich Lane, Suite 110
Austin, Texas 78744

Re: Grand Avenue Parkway Pavement Evaluation
Geotechnical Data Report
Travis County, Texas
HVJ Proposal No. AG1710100.1

Dear Linda:

HVJ South Central Texas – M&J Inc. (HVJ SCTx) is pleased to submit this proposal for providing geotechnical and pavement engineering services for the subject road improvements. This letter outlines HVJ's proposed scope of work for providing a geotechnical investigation and data report for the proposed pavement improvements.

Project Description

It is understood the project will improve an existing roadway primarily by mill and overlay with spot repairs as necessary.

Geotechnical Investigation Scope

HVJ proposes to drill six (6) soil borings for pavement to a depth of 6 feet below the existing ground surface for a total drilling footage of 36 feet. The soil borings will be properly backfilled with bentonite chips and a single lift of cold patch asphalt where applicable. The soil samples will be obtained using Shelby tubes and/or split-spoon samplers. Field-testing of soil samples will include pocket penetrometer in the cohesive soils and Standard Penetration Test (SPT) in the cohesionless soils.

All the field sampling and laboratory tests will be performed according to typical geotechnical standards, where applicable, or with other well established procedures. HVJ SCTx will perform appropriate laboratory tests on soil samples recovered from the borings. Laboratory testing will include moisture content, liquid limit, plastic limit, and percent passing the #200 analysis tests.

Engineering Report Deliverables

The deliverables will include a draft geotechnical and pavement design report. The final geotechnical report will be prepared following receipt of comments from the owner and HVJ Associates, Inc.

In general, the following items will be included in HVJ SCTx geotechnical report:

- Site Vicinity map,

Ms. Linda Barlow, PE
AG1710100.1
April 27, 2017

- Geology map,
- Plan of borings,
- Boring logs,
- Laboratory test results summary,
- Groundwater conditions,
- Generalized subsurface conditions,
- Current pavement thickness (HMAC and Flex Base)
- PVR for six borings
- General earthwork recommendations.

Schedule

HVJ SCTx estimates two and half weeks from receipt of Notice to Proceed and boring locations. Weather delays will be communicated to the client as arise.

Fees

Based on the scope of work outlined, the lump sum fee for geotechnical services is \$7,975.

Insurance

Insurance certificates verifying HVJ SCTx general liability, auto, worker compensation, and errors and omissions insurance coverage, listing HVJ Associates, Inc. as a certificate holder, will be provided upon request.

Invoice

Invoices will be submitted at the end of each month based on the time spent on the work and items completed. HVJ SCTx credit terms are 30 days net. HVJ SCTx will include monthly progress reports with each invoice.

Conditions

- HVJ Associates, Inc will be responsible for obtaining any required permits.
- HVJ SCTx will be responsible for avoiding conflicts with utility facilities by contacting the One Texas calling facility.
- HVJ SCTx assumes that no street cut permits are required to complete this project.

Construction Material Testing Services

For quality assurance and control, it is recommended that the pavement construction operations be monitored to aid in determining whether construction is performed in conformance with project plans and specifications. HVJ SCTx routinely provides these services and is pleased to do so for this project. A rough estimate of approx. \$10,000 has been assumed at this time for the construction materials testing. A fee proposal will be prepared based on the final design. Estimated fee/unit rates are attached.

Ms. Linda Barlow, PE
AG1710100.1
April 27, 2017

Sample Retainage

Soil samples will be retained in our laboratory for 30 days after the geotechnical investigation report has been issued. If this proposal meets with HVJ Associates, Inc approval, please sign and complete the information below in the indicated spaces and forward a copy of the proposal to us.

HVJ SCTx looks forward to working with HVJ Associates, Inc towards a successful completion of this project. Please call if you have any questions or require additional information.

Sincerely,

HVJ SOUTH CENTRAL – M&J Inc.



Jason Schwarz, PE
Vice President

Agreed to this _____ day of _____, 2017

By: _____

Title: _____

Firm: _____

Phone No. (512) 444-9081

Date to Start Work: _____

Ms. Linda Barlow, PE
AG1710100.1
April 27, 2017

Geotechnical Investigation					
Grand Avenue Parkway					
HVJ Associates, Inc					
HVJ SCTx Proposal No. AG 17 10100.1					
TABLE I					
GEOTECHNICAL INVESTIGATION BREAKDOWN					
Geotechnical Field Investigation - Drilling and Soil Sampling					
Mobilization/Demobilization - Austin	1	@	\$315.00	per mobilization	\$315.00
Coring of Pavement and Base Materials	6	@	\$100.00	each core	\$600.00
Minimum Charge for Drilling	1	ft @	\$900.00	each day	\$900.00
Traffic Control	1	@	\$1,500.00	each day	\$1,500.00
Logging/Utility Coordination- EIT	14	hr @	\$100.00	per hour	\$1,400.00
Vehicle Trip	2	@	\$45.00	each	\$90.00
				Sub Total	\$4,805.00
Laboratory Testing - Standard					
Moisture Content	6	@	\$15.00	each	\$90.00
Atterberg Limits	6	@	\$65.00	each	\$390.00
#200 Sieve Analysis	6	@	\$45.00	each	\$270.00
				Sub Total	\$750.00
Geotechnical Engineering & Reporting					
Senior Engineer, PE	2	hr @	\$170.00	hr	\$340.00
Project Engineer, PE	6	hr @	\$125.00	hr	\$750.00
Staff Engineer II, EIT	12	hr @	\$100.00	hr	\$1,200.00
Project Administrator	2	hr @	\$65.00	hr	\$130.00
				Sub-Total	\$2,420.00
				TOTAL	\$7,975.00

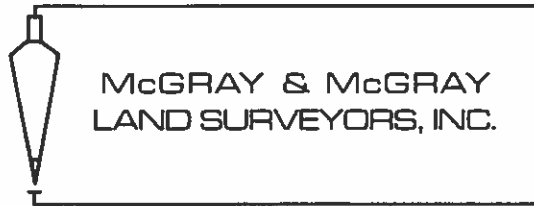
CONSTRUCTION PHASE MATERIALS TESTING FEE SCHEDULE ESTIMATE

City of Pflugerville
Grand Avenue Parkway
4/28/2017

<u>Service Description</u>	<u>Estimated Quantity</u>		<u>Unit Price</u>	<u>Estimated Total Amount</u>
<u>PROJECT MANAGEMENT</u>				
Principal/Project Manager	4	hr.	\$ 175.00	\$ 700.00
Administrative	14	hr.	\$ 60.00	\$ 840.00
			<i>Subtotal:</i>	\$ 1,540.00
<u>ENGINEERING SUPERVISION</u>				
Senior Engineer/Professional (Reporting)	2	hr.	\$ 166.00	\$ 332.00
Senior Engineering Technician (Reporting)	2	hr.	\$ 95.00	\$ 190.00
			<i>Subtotal:</i>	\$ 522.00
<u>ASPHALT SERVICES.</u>				
Laboratory Testing				
*Maximum Theoretical Specific Gravity (Rice)		ea.	\$ 45.00	\$ -
Core Weight/Thick	12	ea.	\$ 55.00	\$ 660.00
*Aggregate Gradation		ea.	\$ 135.00	\$ -
*Ignition Extraction		ea.	\$ 135.00	\$ -
*Lab Molded Density		ea.	\$ 40.00	\$ -
Field Testing				
Asphalt Services (1B)	44	hr.	\$ 75.00	\$ 3,300.00
Asphalt Services (1B) - OT	30	hr.	\$ 112.50	\$ 3,375.00
+Field Cut Cores		ea.	\$ 85.00	\$ -
Vehicle Charge (Per Trip)	7	trip	\$ 45.00	\$ 315.00
			<i>Subtotal:</i>	\$ 7,650.00
			Total Estimate:	\$ 9,712.00

* Laboratory test performed at hot mix production plant by contractor. Unit rates apply if performed in HVJ laboratory.

+ Field cut cores performed by contractor and delivered to HVJ for technician for testing.



April 28, 2017

Linda Barlow, P.E.
HVJ Associates
4201 Freidrich Lane, Suite 110
Austin, TX 78744
(512) 447-9081

VIA EMAIL
lbarlow@hvj.com

RE: Proposal for Topographic Surveying Service for Grand Parkway Curb Location for Proposed Overlay Work, City of Pflugerville, Texas

Dear Ms. Barlow:

We appreciate the opportunity to present you with this proposal for surveying services for the above referenced project. The following represents our understanding of the services being requested and our fee follows that.

Survey Limits:

Grand Parkway from the northern right-of-way line of W. Pflugerville Parkway to the southerly extension of the western right-of-way line of Viki Lynn Place.
See attached Exhibit "A"

Surveying Services:

- We will locate the horizontal positioning of the curbing using Texas State Plane NAD83 coordinate system, *no elevations will be included in the data for this project.*
- Location of the back of curb and edge of curb, where it meets the existing asphalt, at intervals not to exceed 200 feet in tangents and not to exceed 100 feet through long curves
- Location of curbing within existing medians.
- Location of curb returns for intersecting streets and driveways throughout the project. Driveways that are concrete will be located, however the linework for these driveways will be separated from the areas for the proposed asphalt overlay work.
- Location of visible manholes, valves and inlets within the survey limits.

Fee:

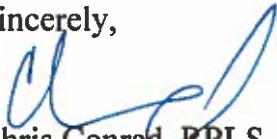
Topographic Surveying Services

2 Man Crew:	50 hrs @	\$150.00 /hr.=	\$	7,500.00
GPS Processing:	2 hrs @	\$108.00 /hr.=	\$	216.00
Field Coordinator:	3 hrs @	\$98.00 /hr.=	\$	294.00
Tech:	24 hrs @	\$82.00 /hr.=	\$	1,968.00
RPLS:	6 hrs @	\$145.00 /hr.=	\$	870.00
Project Manager:	1 hrs @	\$165.00 /hr.=	\$	165.00
TOTAL = \$				11,013.00

We will proceed as soon as we receive notice to proceed. We estimate it will take approximately 2 to 3 weeks (weekends and holidays excluded) from notice to proceed to complete this project, weather and circumstances beyond our control permitting. Please let us know if we need to accelerate this schedule.

Thank you for including us on this project. We look forward to the opportunity to work with you and the City of Pflugerville. If you think we have omitted any service you require or misinterpreted your request, please let me or Joe Webber know.

Sincerely,


Chris Conrad, RPLS
Vice President
TBPLS Firm# 10095500

Authorized to Proceed by:

Signature

Date

Print Name

Title

CIC:klr
encl.

This is an aerial map from Google Earth showing a residential neighborhood in St. Louis, Missouri. A yellow line highlights a specific route. The route begins at the top left, near Central Commerce Dr, and follows a path through several streets including Central Commerce Dr, then turns right onto a major road. The map shows various residential streets, houses, and a large industrial area on the left. The Google Earth logo is visible in the bottom left corner.

miles
km

2

