

**PROFESSIONAL SERVICES AGREEMENT
FOR
STANDARD CONSTRUCTION SPECIFICATIONS UPDATE**

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 Kasberg, Patrick, & Associates, LP (“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 **October 1, 2018** and terminate on **May 1, 2019**.

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. Scopes of Services are detailed in the attached **Exhibit A: Scope of Services and Exhibit B: Fee Schedule** 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 **Ninety Seven Thousand Four Hundred Forty Four Dollars and No Cents (\$97,440.00)** as total compensation, to be paid to Consultant as further detailed in **Exhibit B**.

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

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

V. OWNERSHIP OF DOCUMENTS

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

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

VI. RECORDS RETENTION

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

6.2 Consultant shall retain any and all documents produced as a result of services provided hereunder for a period of four (4) years (hereafter referred to as "retention period") from the date of termination of the Agreement. If, at the end of the retention period, there is litigation or other questions arising from, involving or concerning this documentation or the services provided hereunder, Consultant shall retain the records until the resolution of such

litigation or other such questions. Consultant acknowledges and agrees that City shall have access to any and all such documents at any and all times, as deemed necessary by City, during said retention period. City may, at its election, require Consultant to return said documents to City prior to or at the conclusion of said retention.

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

VII. TERMINATION

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

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

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

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

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

7.4.1 Bankruptcy or selling substantially all of company's assets

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

7.4.3 Performing unsatisfactorily

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

7.6 Regardless of how this Agreement is terminated, Consultant shall affect an orderly transfer to City or to such person(s) or firm(s) as the City may designate, at no additional cost to City, all completed or partially completed documents, papers, records, charts,

reports, and any other materials or information produced as a result of or pertaining to the services rendered by Consultant, or provided to Consultant, hereunder, regardless of storage medium, if so requested by City, or shall otherwise be retained by Consultant in accordance with Article VI. Records Retention. Any record transfer shall be completed within thirty (30) calendar days of a written request by City and shall be completed at Consultant's sole cost and expense. Payment of compensation due or to become due to Consultant is conditioned upon delivery of all such documents, if requested.

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

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

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

VIII. NOTICE

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

If intended for City, to:	City of Pflugerville Attn: Amy Giannini, P.E., CFM City Engineer P.O. Box 589 Pflugerville, Texas 78660
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If intended for Consultant, to:	Kasberg, Patrick & Associates, LP Attn: Alvin R (Trae) Sutton III, PE, CFM 1008 South Main Street Georgetown, TX 78626
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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 “***Standard Construction Specifications Update***” 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 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. City will only accept the ACORD 25 or ISO certificate of insurance forms.

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

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

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

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

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

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

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

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

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

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

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

X. INDEMNIFICATION

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

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

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

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

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

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

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

XI. ASSIGNMENT AND SUBCONTRACTING

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

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

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

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

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

XII. INDEPENDENT CONTRACTOR

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

XIII. CONFLICT OF INTEREST

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

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

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

XIV. AMENDMENTS

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

XV. SEVERABILITY

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

intention of the Parties hereto that in lieu of each clause or provision of this Agreement that is invalid, illegal, or unenforceable, there be added as a part of the Agreement a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

XVI. LICENSES/CERTIFICATIONS

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

XVII. COMPLIANCE

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

XVIII. NONWAIVER OF PERFORMANCE

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

XIX. LAW APPLICABLE

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

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

XX. LEGAL AUTHORITY

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

XXI. PARTIES BOUND

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

XXII. CAPTIONS

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

XXIII. INCORPORATION OF EXHIBITS

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

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

XXIV. ENTIRE AGREEMENT

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

XXV. MISCELLANEOUS CITY CODE PROVISIONS

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

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

25.3 Eligibility Certification. Consultant certifies that the individual or business entity named in the Agreement is not ineligible to receive payments under the Agreement and

acknowledges that the Agreement may be terminated and payment withheld if this certification is inaccurate.

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

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


25.6 Texas Government Code Mandatory Provision. The City of Pflugerville may not enter into a contract with a company for goods and services unless the contract contains a written verification from the company that it; (i) does not boycott Israel; and (ii) will not boycott Israel during the term of the contract. (Texas Government Code, Chapter 2270.002) by accepting this rider, the Consultant hereby verifies that it does not boycott Israel, and agrees that, during the term of this agreement, will not boycott Israel as that term is defined in the Texas Government Code, Section 808.001, as amended. Further, the Consultant hereby certifies that it is not a company identified under Texas Government Code, Section 2252.152 as a company engaged in business with Iran, Sudan, or Foreign Terrorist Organization.

EXECUTED and AGREED to as of the dates indicated below.

**CITY OF
PFLUGERVILLE**

**KASBERG, PATRICK &
ASSOCIATES, LP**

(Signature)



(Signature)

Printed Name: Sereniah Breland

Printed Name: **Alvin R. (Trae) Sutton
III, PE, CFM**

Title: City Manager

Title: **Principal**

Date: _____

Date: **8-31-18**

APPROVED AS TO FORM:

Charles E. Zech

City Attorney

DENTON NAVARRO ROCHA BERNAL & ZECH, P.C.

EXHIBIT A – DETAILED PROJECT SCOPE
SERVICES PROVIDED BY ENGINEER
KASBERG, PATRICK & ASSOCIATES, LP
PFLUGERVILLE, TEXAS

Project Description:

The Standard Construction Specifications Update Project provides for the review and update of current city specifications for the City of Pflugerville. KPA will review the City of Austin Specifications and identify special specifications that maybe required to better reflect the current City of Pflugerville operations. KPA will also review TxDOT Specifications for Traffic Signals and incorporate these specifications and any special specifications needed into the updated City of Pflugerville specifications. This scope includes proposed professional services to be provided by KPA Engineers for this project.

Scope of Services:

The scope of services associated with the Standard Construction Specifications Update Project includes:

CONSTRUCTION SPECIFICATIONS UPDATE:

I. Preparation of Updated Construction Specifications:

- a. Project Review Meetings (Initial/Interim/Final)
 - i. The ENGINEER will coordinate project review meetings with City Staff at 60%, 90%, and 100% for the following Sections:
 - 1. Section I – Utilities
 - 2. Section II – Transportation/DrainageThe ENGINEER will develop a spreadsheet that categorizes the City of Austin Specifications and TxDOT Signal Specifications into one of the two sections listed above. The ENGINEER will provide this spreadsheet to City Staff for review, comment, and concurrence.
 - ii. The ENGINEER will meet with City Staff and prepare an Approved Materials List that will be included in the Updated Construction Specifications document;
 - iii. The ENGINEER will incorporate review comments prepared by City Staff into the documents.
 - iv. The ENGINEER will prepare documentation, presentation, and present at two (2) Community Stakeholder Meetings;
 - 1. Documentation will include a PowerPoint presentation outlining the specification and details update process and recommended updated specifications and details;
 - v. The ENGINEER will prepare documentation, presentation, and present at a City Council Meeting;

1. Documentation will include a PowerPoint presentation outlining the specification and details update process and recommended updated specifications and details;
- vi. The ENGINEER will prepare the final document and provide fifteen (15) copies and electronic files (PDF & Word Format) to City Staff.

II. City Standard Specifications Update

- a. Technical Specifications Review
 - i. The ENGINEER will review current City of Austin Specifications for each series listed below:
 1. 100 – Earthwork
 2. 200 – Subgrade & Base Construction
 3. 300 – Street Surface Courses
 4. 400 – Concrete Structures & Miscellaneous Concrete
 5. 500 – Pipe & Appurtenances
 6. 600 – Environmental Enhancement
 7. 700 – Incidental Construction
 8. 800 – Urban Transportation
 9. 1300 – PARD
 10. 1800 – Private Development
 11. 16000 – Electrical
 - ii. The ENGINEER will review current TxDOT Signal Specifications and Materials List for inclusion into the City Standard Specifications.
 - iii. The ENGINEER will develop a spreadsheet that identifies differences between City of Pflugerville's current construction specifications and City of Austin Specifications and TxDOT Signal Specifications.
 - iv. The ENGINEER will develop Special Specifications required for identified specific items under each City of Austin Specification Series and for current TxDOT Signal Specifications that better reflect current City of Pflugerville operations.
 - v. The ENGINEER will provide a written Summary of Special Specifications that includes purpose of recommendation of the modification to the City of Austin and/or TxDOT Specification

CONSTRUCTION DETAILS UPDATE:

I. Preparation of Updated Construction Details:

- a. Project Review Meetings (Initial/Interim/Final)
 - i. The ENGINEER will coordinate project review meetings with City Staff at 60%, 90%, and 100% for the following Sections:
 1. Section I – Utilities
 2. Section II – Transportation/Drainage

The ENGINEER will develop a spreadsheet that categorizes the City of Austin and TxDOT Traffic Signal Details into one of the two sections listed

above. The ENGINEER will provide this spreadsheet to City Staff for review, comment, and concurrence.

- ii. The ENGINEER will incorporate review comments prepared by City Staff into the documents.

II. City Standard Details Update

a. Technical Specifications Review

- i. The ENGINEER will review current City of Austin Specifications for each series listed below:
 - 1. 300 – Street Surface Courses
 - 2. 400 – Concrete Structures & Miscellaneous Concrete
 - 3. 500 – Pipe & Appurtenances
 - 4. 600 – Environmental
 - 5. 700 – Incidental Construction
 - 6. 800 – Traffic Controls
 - 7. 900 – Fire Safety
 - 8. 1000 – Typical Street Sections
 - 9. 1100 – Electrical
 - 10. 1300 – PARD
 - 11. 1800 – Private Development
 - 12. 16000 – Electrical
- ii. The ENGINEER will review current TxDOT Signal Details for inclusion into the City Construction Details Update.
- iii. The ENGINEER will develop a spreadsheet that identifies differences between City of Pflugerville's current construction details and City of Austin Details and TxDOT Signal Details.
- iv. The ENGINEER will modify identified City of Austin Details and TxDOT Signal Details that better reflect current City of Pflugerville operations.
- v. The ENGINEER will provide a written Summary of Detail Modifications that includes purpose of recommendation of the modification to the City of Austin Details and/or TxDOT Signal Details.

TEAM MEMBERS:

- a. The ENGINEER will utilize the following companies and individuals as needed during the development of the special specifications and details:
 - 1. KPA Engineers:
 - a. Alvin R Sutton III, PE – QA/QC, Earthwork, Subgrade/Base, Street Surfaces, Concrete, Environmental Enhancement, Incidental Construction, Urban Transportation, PARD, Private Development
 - b. Gail Lollis, PE - Earthwork, Subgrade/Base, Street Surfaces, Concrete, Environmental Enhancement, Incidental Construction, PARD, Private Development

- c. Ginger Tolbert, PE – Pipe & Appurtenances
 - d. Haden Mattke, EIT - Earthwork, Subgrade/Base, Street Surfaces, Concrete, Environmental Enhancement, Incidental Construction, PARD, Private Development
 - e. Sam Blumenthal, EIT – Pipe & Appurtenances
- 2. Lee Engineering
 - a. Kelly Parma – Urban Transportation, Traffic Signal, Electrical
- 3. Terracon
 - a. Bryan Moulin - Earthwork, Subgrade/Base, Street Surfaces, Concrete, Environmental Enhancement, Incidental Construction, Private Development

EXHIBIT B: FEE SCHEDULE

EXHIBIT B

Standard Construction Specification Update

Summary of Professional Services Fee Estimate

August 30, 2018

COST SUMMARY	Summary of Costs
	TOTAL
1. TOTAL FEE ESTIMATE - SPECIFICATIONS	\$ 64,007.50
2. TOTAL FEE ESTIMATE - DETAILS	\$ 33,432.50
PROJECT TOTAL	\$ 97,440.00
Subconsultants:	
LEE ENGINEERING	
TERRACON CONSULTANTS, INC.	

City of Pflugerville

Standard Construction Specification Update

EXHIBIT B: FEE SCHEDULE

August 30, 2018

Scope Items			Total	Summary of Hours					
				QA/QC	PE	EIT	CAD	Clerical	Direct Costs
				\$180.00	\$160.00	\$105.00	\$85.00	\$60.00	
SERIES	ITEM NO	ITEM							
100		EARTHWORK							
	101S	PREPARING RIGHT OF WAY	\$ 92.50		0.25	0.5			
	102S	CLEARING AND GRUBBING	\$ 92.50		0.25	0.5			
	104S	REMOVING PORTLAND CEMENT CONCRETE	\$ 92.50		0.25	0.5			
	110S	STREET EXCAVATION	\$ 92.50		0.25	0.5			
	111S	EXCAVATION	\$ 92.50		0.25	0.5			
	120S	CHANNEL EXCAVATION	\$ 92.50		0.25	0.5			
	130S	BORROW	\$ 92.50		0.25	0.5			
	132S	EMBANKMENT	\$ 92.50		0.25	0.5			
		QA/QC	\$ 240.00	1				1	
		EARTHWORK FEE	\$ 980.00	1	2	4	0	1	\$ -
200		SUBGRADE AND BASE CONSTRUCTION							
	201S	SUBGRADE PREPARATION	\$ 185.00		0.5	1			
	202S	HYDRATED LIME AND LIME SLURRY	\$ 185.00		0.5	1			
	203S	LIMETREATMENT FOR MATERIALS IN PLACE	\$ 185.00		0.5	1			
	204S	PORTLAND CEMENT TREATMENT FOR MATERIALS IN PLACE	\$ 185.00		0.5	1			
	206S	ASPHALT STABILIZED BASE	\$ 185.00		0.5	1			
	210S	FLEXIBLE BASE	\$ 185.00		0.5	1			
	211S	RECYCLING EXISTING AGGREGATE	\$ 185.00		0.5	1			
	212S	RECYCLED CONCRETE	\$ 185.00		0.5	1			
	220S	SPRINKLING FOR DUST CONTROL	\$ 185.00		0.5	1			
	230S	ROLLING (FLAT WHEEL)	\$ 185.00		0.5	1			
	232S	ROLLING (PNEUMATIC TIRE)	\$ 185.00		0.5	1			
	234S	ROLLING (TAMPING)	\$ 185.00		0.5	1			
	236S	PROOF ROLLING	\$ 185.00		0.5	1			
	281S	TERMITE CONTROL	\$ 185.00		0.5	1			
		QA/QC	\$ 660.00	3				2	
		SUBGRADE AND BASE CONSTRUCTION FEE	\$ 3,250.00	3	7	14	0	2	\$ -
300		STREET SURFACE COURSES							
	301S	ASPHALTS, OILS, AND EMULSIONS	\$ 317.50		1	1.5			
	302S	AGGREGATES FOR SURFACE TREATMENTS	\$ 185.00		0.5	1			
	306S	PRIME COAT	\$ 185.00		0.5	1			
	307S	TACK COAT	\$ 185.00		0.5	1			
	310S	EMULSIFIED ASPHALT TREATMENT	\$ 185.00		0.5	1			
	311S	EMULSIFIED ASPHALT REPAVING	\$ 185.00		0.5	1			
	312S	SEAL COAT	\$ 185.00		0.5	1			
	313S	CLEANING AND/OR SEALING JOINTS AND CRACKS (ASPHALTIC CONCRETE)	\$ 185.00		0.5	1			
	315S	MILLING ASPHALTIC CONCRETE PAVEMENT AND NON-PORTLAND CEMENT CONCRETE BASES	\$ 265.00		1	1			
	316S	POLYMERIZED ASPHALT INTERLAYER SEAL	\$ 185.00		0.5	1			
	320S	TWO COURSE SURFACE TREATMENT	\$ 185.00		0.5	1			
	340S	HOT MIX ASPHALTIC CONCRETE PAVEMENT	\$ 185.00		0.5	1			
	341S	PAVING FABRIC	\$ 185.00		0.5	1			
	350S	HEATING, SCARIFYING AND REPAVING	\$ 265.00		1	1			
	351S	RECYCLING AGENT	\$ 265.00		1	1			
	360S	CONCRETE PAVEMENT	\$ 530.00		2	2			
		QA/QC	\$ 900.00	4				3	
		STREET SURFACE COURSES FEE	\$ 4,577.50	4	11.5	17.5	0	3	\$ -
400		CONCRETE STRUCTURES AND MISCELLANEOUS CONCRETE							
	401S	STRUCTURAL EXCAVATION AND BACKFILL	\$ 265.00		1	1			
	402S	CONTROLLED LOW STRENGTH MATERIAL	\$ 265.00		1	1			
	403S	CONCRETE FOR STRUCTURES	\$ 265.00		1	1			
	404S	PNEUMATICALLY PLACED CONCRETE	\$ 265.00		1	1			
	405S	CONCRETE ADMIXTURES	\$ 265.00		1	1			
	406S	REINFORCING STEEL	\$ 265.00		1	1			
	407S	FIBROUS CONCRETE	\$ 265.00		1	1			
	408S	CONCRETE JOINT MATERIALS	\$ 265.00		1	1			
	409S	MEMBRANE CURING	\$ 265.00		1	1			
	410S	CONCRETE STRUCTURES AND MISCELLANEOUS CONCRETE	\$ 265.00		1	1			
	411S	SURFACE FINISHES FOR CONCRETE	\$ 265.00		1	1			
	413S	CLEANING AND/OR SEALING JOINTS AND CRACKS (PORTLAND CEMENT CONCRETE)	\$ 265.00		1	1			
	414S	CONCRETE RETAINING WALLS	\$ 92.50		0.25	0.5			
	416S	WATERSTOPS	\$ 185.00		0.5	1			
	420S	DRILLED SHAFT FOUNDATIONS	\$ 370.00		1	2			
	424S	PRESTRESSED CONCRETE PLANKS	\$ 370.00		1	2			
	430S	P.C. CONCRETE CURB AND GUTTER	\$ 92.50		0.25	0.5			
	431S	MACHINE LAID PORTLAND CEMENT CONCRETE CURB AND GUTTER	\$ 92.50		0.25	0.5			
	432S	PORTLAND CEMENT CONCRETE SIDEWALKS	\$ 92.50		0.25	0.5			
	433S	P.C. CONCRETE DRIVEWAYS	\$ 92.50		0.25	0.5			
	434S	P.C. CONCRETE MEDIANS AND ISLANDS	\$ 92.50		0.25	0.5			
	435S	P.C. CONCRETE STEPS	\$ 92.50		0.25	0.5			
	436S	P.C. CONCRETE VALLEY GUTTERS	\$ 92.50		0.25	0.5			
	437S	PAVER GRATE FRAMES/TREE GRATES AND FRAMES	\$ 92.50		0.25	0.5			
	438S	ELASTOMERIC MATERIALS	\$ 92.50		0.25	0.5			
	439S	PARKING LOT BUMPER CURBS	\$ 92.50		0.25	0.5			
	461S	TRASH AND LITTER COFFINS	\$ 92.50		0.25	0.5			
	470S	CURB CUTS FOR SIDEWALK RAMPS AND DRIVEWAYS	\$ 92.50		0.25	0.5			
	480S	CONCRETE PAVER UNITS FOR SIDEWALKS AND STREETSCAPE REQUIREMENTS	\$ 92.50		0.25	0.5			
	485S	CONCRETE PAVER UNITS FOR SIDEWALK RAMPS	\$ 92.50		0.25	0.5			
		QA/QC	\$ 1,200.00	6				2	
		CONCRETE STRUCTURES AND MISCELLANEOUS CONCRETE FEE	\$ 6,692.50	6	18.25	24.5	0	2	\$ -
500		PIPE AND APPURTENANCES							
	501S	JACKING OR BORING PIPE	\$ 185.00		0.5	1			
	503S	FRAMES, GRATES, RINGS AND COVERS	\$ 185.00		0.5	1			
	504S	ADJUSTING STRUCTURES	\$ 185.00		0.5	1			
	505S	CONCRETE ENCASEMENT AND ENCASEMENT PIPE	\$ 185.00		0.5	1			
	506S	MANHOLES	\$ 185.00		0.5	1			
	507S	BULKHEADS	\$ 185.00		0.5	1			
	508S	MISCELLANEOUS STRUCTURES AND APPURTENANCES	\$ 185.00		0.5	1			
	509S	EXCAVATION SAFETY SYSTEMS	\$ 185.00		0.5	1			
	510S	PIPE	\$ 185.00		0.5	1			
	511S	WATER VALVES	\$ 185.00		0.5	1			
	551	PIPE UNDERDRAINS	\$ 185.00		0.5	1			
	558	STRUCTURAL PLATE STRUCTURES	\$ 185.00		0.5	1			
	559S	PORTLAND CEMENT CONCRETE BOX CULVERTS	\$ 185.00		0.5	1			
	591S	RIPRAP FOR SLOPE PROTECTION	\$ 185.00		0.5	1			
	593S	P.C. CONCRETE RETARDS	\$ 185.00		0.5	1			
	594S	GABIONS AND REVET MATTRESSES	\$ 185.00		0.5	1			
		QA/QC	\$ 480.00	2				2	
		PIPE AND APPURTENANCES FEE	\$ 3,440.00	2	8	16	0	2	\$ -

City of Pflugerville
Standard Construction Specification Update
EXHIBIT B: FEE SCHEDULE
August 30, 2018

Scope Items			Total	Summary of Hours					
				QA/QC	PE	EIT	CAD	Clerical	Direct Costs
				\$180.00	\$160.00	\$105.00	\$85.00	\$60.00	
SERIES	ITEM NO	ITEM							
600		ENVIRONMENTAL ENHANCEMENT							
	601S	SALVAGING AND PLACING TOPSOIL	\$ 132.50		0.5	0.5			
	602S	SODDING FOR EROSION CONTROL	\$ 132.50		0.5	0.5			
	604S	SEEDING FOR EROSION CONTROL	\$ 132.50		0.5	0.5			
	605S	SOIL RETENTION BLANKET	\$ 132.50		0.5	0.5			
	606S	FERTILIZER	\$ 132.50		0.5	0.5			
	607S	SLOPE STABILIZATION APPLICATIONS FOR EROSION CONTROL	\$ 132.50		0.5	0.5			
	608S	PLANTING	\$ 132.50		0.5	0.5			
	609S	NATIVE SEEDING AND PLANTING RESTORATION	\$ 132.50		0.5	0.5			
	610S	PRESERVATION OF TREES AND OTHER VEGETATON	\$ 132.50		0.5	0.5			
	620S	FILTER FABRIC	\$ 132.50		0.5	0.5			
	621S	DIVERSION (TEMPORARY)	\$ 132.50		0.5	0.5			
	622S	DIVERSION DIKE	\$ 132.50		0.5	0.5			
	623S	DRY STACK ROCK WALL	\$ 132.50		0.5	0.5			
	624S	EARTH OUTLET SEDIMENT TRAP	\$ 132.50		0.5	0.5			
	625S	TEMPORARY GRADE STABILIZATION STRUCTURE	\$ 132.50		0.5	0.5			
	627S	GRASS-LINED SWALE	\$ 132.50		0.5	0.5			
	628S	SEDIMENT CONTAINMENT DIKES	\$ 132.50		0.5	0.5			
	630S	INTERCEPTION DIKE	\$ 132.50		0.5	0.5			
	631S	INTERCEPTOR SWALE	\$ 132.50		0.5	0.5			
	632S	STORM INLET SEDIMENT TRAP	\$ 132.50		0.5	0.5			
	633S	LANDGRADING	\$ 132.50		0.5	0.5			
	634S	LEVEL SPREADER	\$ 132.50		0.5	0.5			
	635S	PERIMETER DIKE	\$ 132.50		0.5	0.5			
	636S	PERIMETER SWALE	\$ 132.50		0.5	0.5			
	637S	PIPE SLOPE DRAIN	\$ 132.50		0.5	0.5			
	638S	PIPE OUTLET SEDIMENT TRAP	\$ 132.50		0.5	0.5			
	639S	ROCK BERM	\$ 132.50		0.5	0.5			
	640S	MORTARED ROCK WALL	\$ 132.50		0.5	0.5			
	641S	STABILIZED CONSTRUCTION ENTRANCE	\$ 132.50		0.5	0.5			
	642S	SILT FENCE	\$ 132.50		0.5	0.5			
	643S	STONE OUTLET STRUCTURE	\$ 132.50		0.5	0.5			
	646S	TIED PRECAST CONCRETE REVETMENT	\$ 132.50		0.5	0.5			
	647S	MULCH BERM	\$ 132.50		0.5	0.5			
	648S	MULCH STOCK	\$ 132.50		0.5	0.5			
	658S	VOID AND WATER FLOW MITIGATION	\$ 132.50		0.5	0.5			
	660S	BIOFILTRATION MEDIUM	\$ 132.50		0.5	0.5			
	661S	SOIL DECOMPACTION	\$ 132.50		0.5	0.5			
		QA/QC	\$ 660.00	3				2	
		ENVIRONMENTAL ENHANCEMENT FEE	\$ 5,562.50	3	18.5	18.5	0	2	\$ -
700		INCIDENTAL CONSTRUCTION							
	700S	MOBILIZATION	\$ 185.00		0.5	1			
	701S	FENCING	\$ 185.00		0.5	1			
	702S	REMOVAL AND RELOCATION OF EXISTING FENCES	\$ 185.00		0.5	1			
	703	FENCING EXCAVATIONS	\$ 185.00		0.5	1			
	704	METAL BEAM GUARD	\$ 370.00		1	2			
	705	REMOVE AND RELOCATE EXISTING METAL BEAM GUARD RAILING	\$ 185.00		0.5	1			
	706S	BRIDGE AND CULVERT RAILING	\$ 370.00		1	2			
	710S	BICYCLE RACKS	\$ 132.50		0.5	0.5			
	720S	METAL FOR STRUCTURES	\$ 370.00		1	2			
	721S	STEEL STRUCTURES	\$ 475.00		1	3			
	722S	PROTECTIVE COATINGS	\$ 475.00		1	3			
	723	STRUCTURAL WELDING	\$ 475.00		1	3			
	725S	SURVEY MARKERS	\$ 132.50		0.5	0.5			
		QA/QC	\$ 480.00	2				2	
		INCIDENTAL CONSTRUCTION FEE	\$ 4,205.00	2	9.5	21	0	2	\$ -
800		URBAN TRANSPORTATION							
	801S	CONSTRUCTING A DETOUR	\$ 92.50		0.25	0.5			
	802S	PROJECT SIGNS	\$ 92.50		0.25	0.5			
	803S	BARRICADES SIGNS AND TRAFFIC HANDLING	\$ 185.00		0.5	1			
	824S	TRAFFIC SIGNS	\$ 185.00		0.5	1			
	827S	DESIGNATED BICYCLE LANE SIGNING	\$ 92.50		0.25	0.5			
	829S	DESIGNATED BICYCLE LANE MARKINGS	\$ 92.50		0.25	0.5			
	830S	TRAFFIC SIGNAL CONTROLLER FOUNDATION	\$ 530.00		2	2			
	831S	TRAFFIC SIGNAL DRILLED SHAFT FOUNDATIONS	\$ 530.00		2	2			
	832S	VEHICULAR TRAFFIC SIGNAL INSTALLATION	\$ 530.00		2	2			
	833S	PEDESTRIAN PUSH BUTTON ASSEMBLY	\$ 530.00		2	2			
	834S	TRAFFIC SIGNAL PULL BOXES	\$ 530.00		2	2			
	835S	TRAFFIC SIGNAL CONDUIT	\$ 530.00		2	2			
	836S	TRAFFIC SIGNAL RISERS	\$ 530.00		2	2			
	837S	TRAFFIC LOOP SIGNAL DETECTORS	\$ 530.00		2	2			
	838S	PEDESTRIAN SIGNAL INSTALLATION	\$ 530.00		2	2			
	839S	TRAFFIC SIGNAL POLES	\$ 530.00		2	2			
	840S	INSTALLATION OF TRAFFIC SIGNALS	\$ 530.00		2	2			
	841S	REMOVAL OF TRAFFIC SIGNALS	\$ 530.00		2	2			
	844S	TRENCH EXCAVATION AND BACKFILL FOR TRAFFIC SIGNAL CONDUIT	\$ 530.00		2	2			
	846S	LOWERING TRAFFIC CONDUIT	\$ 530.00		2	2			
	860S	PAVEMENT MARKING PAINT	\$ 530.00		2	2			
	862S	TEMPORARY REMOVABLE PAVEMENT MARKINGS	\$ 530.00		2	2			
	863S	REFLECTORIZED PAVEMENT MARKERS	\$ 530.00		2	2			
	864S	ABBREVIATED PAVEMENT MARKINGS	\$ 530.00		2	2			
	865S	NON-REFLECTORIZED TRAFFIC BUTTONS	\$ 530.00		2	2			
	866S	JIGGLE BAR TILE	\$ 530.00		2	2			
	867S	EPOXY ADHESIVE	\$ 530.00		2	2			
	870S	WORK ZONE PAVEMENT MARKINGS	\$ 92.50		0.25	0.5			
	871S	REFLECTORIZED PAVEMENT MARKINGS	\$ 92.50		0.25	0.5			
	872S	PREFABRICATED PAVEMENT MARKINGS	\$ 92.50		0.25	0.5			
	873S	RAISED PAVEMENT MARKINGS	\$ 92.50		0.25	0.5			
	874S	ELIMINATING EXISTING PAVEMENT MARKINGS AND MARKERS	\$ 92.50		0.25	0.5			
	875S	PAVEMENT SURFACE PREPARATION FOR MARKINGS	\$ 92.50		0.25	0.5			
		QA/QC	\$ 1,320.00	6				4	
		URBAN TRANSPORTATION FEE	\$ 13,745.00	6	45.5	49	0	4	\$ -
1300		PARD							
	1301S	GRANITE GRAVEL HIKE AND BIKE TRAIL	\$ 265.00		1	1			
		QA/QC	\$ 120.00	0.5				0.5	
		PARD FEE	\$ 385.00	0.5	1	1	0	1	\$ -

City of Pflugerville
Standard Construction Specification Update
EXHIBIT B: FEE SCHEDULE
August 30, 2018

Scope Items			Total	Summary of Hours					
				QA/QC	PE	EIT	CAD	Clerical	Direct
				\$180.00	\$160.00	\$105.00	\$85.00	\$60.00	Costs
SERIES	ITEM NO	ITEM							
1800		PRIVATE DEVELOPMENT							
	1800S	CONSTRUCTION REQUIREMENTS AND PROCEDURES	\$ 370.00		1	2			
	1801S	CONTENTS	\$ 370.00		1	2			
	1802S	DEFINITION OF TERMS	\$ 370.00		1	2			
	1803S	RESPNSIBILITIES OF THE OWNER/DEVELOPER AND ENGINEER	\$ 370.00		1	2			
	1804S	GENERAL OBLIGATIONS AND RESPONSIBILITIES	\$ 370.00		1	2			
	1805S	PROTECTION OF PERSONS AND PROPERTY	\$ 370.00		1	2			
	1806S	FINAL ACCEPTANCE	\$ 370.00		1	2			
	1807S	MISCELLANEOUS	\$ 370.00		1	2			
		QA/QC	\$ 840.00	4				2	
		PRIVATE DEVELOPMENT FEE	\$ 3,800.00	4	8	16	0	2	\$ -
16000		ELECTRICAL							
	16120S	WIRING	\$ 690.00		3	2			
	16550S	STREET LIGHT STANDARD FOUNDATIONS	\$ 690.00		3	2			
		QA/QC	\$ 420.00	2				1	
		ELECTRICAL FEE	\$ 1,800.00	2	6	4	0	1	\$ -
		PREPERATION OF UPDATED CONSTRUCTION SPECIFICATIONS							
		60% Review Set and Staff Review Meetings (Utilities)	\$ 795.00		3	3			
		60% Review Set and Staff Review Meetings (Traffic/Drainage)	\$ 795.00		3	3			
		90% Review Set and Staff Review Meeting (Section 1 - Utilities)	\$ 795.00		3	3			
		90% Review Set and Staff Review Meeting (Section 2 - Traffic/Drainage)	\$ 795.00		3	3			
		100% Final Set and Staff Review Meeting (Section 1 - Utilities)	\$ 795.00		3	3			
		100% Final Set and Staff Review Meeting (Section 2 -Traffic Drainage)	\$ 795.00		3	3			
		TxDOT Traffic Signal Specifications Review	\$ 1,060.00		4	4			
		Approved Materials List	\$ 2,490.00	2	6	10		2	
		Prepare Documentation and Present at Community Stakeholder Meetings (2 Meeting Total)	\$ 2,925.00	4	6	10		2	\$ 75.00
		Prepare Documentation and Present at City Council Meeting	\$ 1,235.00	2	2	4		1	\$ 75.00
		Prepare Final Document & provide 15 Copies of approved Manual and electronic files	\$ 2,615.00	2	4	10		4	\$ 325.00
		PREPERATION OF UPDATED CONSTRUCTION SPECIFICATIONS	\$ 15,095.00	10	40	56	0	9	\$ 475.00
TOTAL LABOR COSTS									
100	--	EARTHWORK FEE	\$ 980.00	1	2	4	-	1	\$ -
200	--	SUBGRADE AND BASE CONSTRUCTION FEE	\$ 3,250.00	3	7	14	-	2	\$ -
300	--	STREET SURFACE COURSES FEE	\$ 4,577.50	4	12	18	-	3	\$ -
400	--	CONCRETE STRUCTURES AND MISCELLANEOUS CONCRETE FEE	\$ 6,692.50	6	18	25	-	2	\$ -
500	--	PIPE AND APPURTENANCES FEE	\$ 3,440.00	2	8	16	-	2	\$ -
600	--	ENVIRONMENTAL ENHANCEMENT FEE	\$ 5,562.50	3	19	19	-	2	\$ -
700	--	INCIDENTAL CONSTRUCTION FEE	\$ 4,205.00	2	10	21	-	2	\$ -
800	--	URBAN TRANSPORTATION FEE	\$ 13,745.00	6	46	49	-	4	\$ -
1300	--	PARD FEE	\$ 385.00	1	1	1	-	1	\$ -
1800	--	PRIVATE DEVELOPMENT FEE	\$ 3,800.00	4	8	16	-	2	\$ -
16000	--	ELECTRICAL FEE	\$ 1,800.00	2	6	4	-	1	\$ -
	--	PREPERATION OF UPDATED CONSTRUCTION SPECIFICATIONS	\$ 15,095.00	10	40	56	-	9	\$ 475.00
TOTAL FEE ESTIMATE - SPECIFICATIONS			\$ 64,007.50						

City of Pflugerville
Standard Construction Specification Update
EXHIBIT B: FEE SCHEDULE
August 30, 2018

Scope Items			Total	Summary of Hours					
				QA/QC	PE	EIT	CAD	Clerical	Direct
				\$180.00	\$160.00	\$105.00	\$85.00	\$60.00	Costs
SERIES	ITEM NO	ITEM							
300		STREET SURFACE COURSES							
	315S-1	HMAC PAVEMENT EDGE MILLING DETAIL	\$ 66.25		0.25	0.25			
	340S-1	HMAC TRANSVERSE CONSTRUCTION JOINT	\$ 66.25		0.25	0.25			
	370S-1	PAVER RESTRAINER SYSTEM	\$ 66.25		0.25	0.25			
		QA/QC	\$ 132.50	0.5			0.5		
		STREET SURFACE COURSES FEE	\$ 331.25	0.5	0.75	0.75	0.5	0	\$ -
400		CONCRETE STRUCTURES AND MISCELLANEOUS CONCRETE							
	406S-1	Reinforced Steel Tolerances	\$ 66.25		0.25	0.25			
	430S-1	Curb and Gutter Section	\$ 66.25		0.25	0.25			
	430S-2	Reinforced Curb and Gutter Section	\$ 66.25		0.25	0.25			
	430S-3	Curb Expansion Joint Dowel Detail	\$ 66.25		0.25	0.25			
	430S-4	Concrete Backfill Under Curb & Gutter	\$ 66.25		0.25	0.25			
	430S-5	Reinforcing Bar Detail at Existing Curb and Gutter	\$ 66.25		0.25	0.25			
	432S-1	SIDEWALK	\$ 66.25		0.25	0.25			
	432S-2A	Detectable Warning - Paver (City Property/Easements)	\$ 66.25		0.25	0.25			
	432S-2B	Detectable Warning - Paver (Private Property)	\$ 66.25		0.25	0.25			
	432S-3	Type 1 Curb Ramps - Full Intersection	\$ 66.25		0.25	0.25			
	432S-3A	Type 1 Curb Ramps - "T" Intersection	\$ 66.25		0.25	0.25			
	432S-3B	Type 1A/1B Curb Ramps - Full Intersection	\$ 66.25		0.25	0.25			
	432S-3C	Type 1A/1B Curb Ramps - "T" Intersection	\$ 66.25		0.25	0.25			
	432S-3D	Combined Curb Ramps - Full Intersection	\$ 66.25		0.25	0.25			
	432S-3E	Combined Curb Ramps - "T" Intersection	\$ 66.25		0.25	0.25			
	432S-3F	Combined Sidewalk Curb Ramp With Pavers	\$ 66.25		0.25	0.25			
	432S-3G	Combined Sidewalk Curb Ramp With Pavers Within Limited Row Only	\$ 66.25		0.25	0.25			
	432S-3H	Type 1 Ramps Within PC/PT of Curb and Gutter	\$ 66.25		0.25	0.25			
	432S-5	Type 1 Sidewalk Curb Ramp	\$ 66.25		0.25	0.25			
	432S-5A	Type 1A Sidewalk Curb Ramp With Left Flare	\$ 66.25		0.25	0.25			
	432S-5B	Type 1B Sidewalk Curb Ramp	\$ 66.25		0.25	0.25			
	432S-7A	New Trees Planted Within Sidewalk 3.6m (12') or Greater-Clay Soils	\$ 66.25		0.25	0.25			
	432S-7B	New Trees Planted Within Sidewalk 3.6m (12') or Greater-Granular Soils	\$ 66.25		0.25	0.25			
	432S-7C	Tree Well For New Trees Planted Within Concrete Sidewalk 3.6m (12') or Greater	\$ 66.25		0.25	0.25			
	432S-7D	Above Grade Tree Planters	\$ 66.25		0.25	0.25			
	432S-7E	Tree Well With Seat	\$ 66.25		0.25	0.25			
	432S-7F	Tree Well Without Grate	\$ 66.25		0.25	0.25			
	432S-7G	Galvanized Steel Tree Planter in Concrete Basin	\$ 66.25		0.25	0.25			
	432S-8A	Trash Receptacle Installation in Concrete Paver Sidewalk	\$ 66.25		0.25	0.25			
	432S-8B	Trash Receptacle Installation in Concrete Sidewalk	\$ 66.25		0.25	0.25			
	432S-8C	Furnishing Location In 12' (3.6m) or Greater Sidewalks - Trash Receptacle Siting	\$ 66.25		0.25	0.25			
	432S-9A	Bench Installation in Concrete Paver Sidewalk	\$ 66.25		0.25	0.25			
	432S-9B	Bench/Chair Installation in Sidewalks	\$ 66.25		0.25	0.25			
	432S-9C	Furnishing Location in 12' (3.6m) Wide or Greater Sidewalks - Bench Siting	\$ 66.25		0.25	0.25			
	432S-9D	Furnishing Location in >12' (3.6m) and <18' (5.4m) Wide Sidewalks - Bench Siting	\$ 66.25		0.25	0.25			
	432S-10	Mailbox Placement Detail	\$ 66.25		0.25	0.25			
	433S-1	Type I Driveway (1 & 2 Family Residential Use Only)	\$ 66.25		0.25	0.25			
	433S-1A	Flared Type I Driveway (1 & 2 Family Residential Use Only)	\$ 66.25		0.25	0.25			
	433S-1B	Type I Driveway With Paver Apron (1 & 2 Family Residential Use Only)	\$ 66.25		0.25	0.25			
	433S-1C	Type I Driveway W/Pebble Apron (1 & 2 Family Residential Use Only)	\$ 66.25		0.25	0.25			
	433S-1D	Type I Flared Dwy With Paver Apron (1 & 2 Family Residential Use Only)	\$ 66.25		0.25	0.25			
	433S-1E	Type I Flared DWY W/Pebble Apron (1 & 2 Family Residential Use Only)	\$ 66.25		0.25	0.25			
	433S-2	Type II Driveway	\$ 66.25		0.25	0.25			
	433S-2A	Type II Driveway With Paver Band	\$ 66.25		0.25	0.25			
	433S-2B	Type II Driveway With Paver Apron	\$ 66.25		0.25	0.25			
	433S-2C	Type II Driveway With Pebble Apron	\$ 66.25		0.25	0.25			
	433S-3	Temporary Driveway	\$ 66.25		0.25	0.25			
	436S-2	Concrete Valley Gutter	\$ 66.25		0.25	0.25			
	437S-1	1.8m (6') Paver Grate Frame	\$ 66.25		0.25	0.25			
	437S-2	1.8m (6') Cast Iron Tree Grate and Frame	\$ 66.25		0.25	0.25			
	439S-1	Parking Lot Bumper Curb	\$ 66.25		0.25	0.25			
	470S-1	Curb Cut For Ramp or Driveway (Optional)	\$ 66.25		0.25	0.25			
	480S-1	Sidewalk Paver Installation - Hatch Opening For Meter Vault	\$ 66.25		0.25	0.25			
	480S-2	Sidewalk Paver Installation - Water Meter Vault	\$ 66.25		0.25	0.25			
	480S-3	Sidewalk Paver Installation - Alternate Customer Cut-Off	\$ 66.25		0.25	0.25			
	480S-4	Sidewalk Paver Installation - Light Pole/Fixture & Traffic Signal Pole	\$ 66.25		0.25	0.25			
	480S-5	Sidewalk Paver Installation - Pavers Along Back of Curb	\$ 66.25		0.25	0.25			
	480S-5A	Sidewalk Paver Restraint	\$ 66.25		0.25	0.25			
	480S-6	Sidewalk Paver Installation - Exterior Stairs and Steps	\$ 66.25		0.25	0.25			
	480S-7	Concrete Paver Replacement at Utility Excavation	\$ 66.25		0.25	0.25			
	480S-8	Concrete Paver Replacement at Tree Well/Meter Box, Etc. Removal	\$ 66.25		0.25	0.25			
	480S-9	Concrete Paver Replacement at Canopy Column	\$ 66.25		0.25	0.25			
	480S-10	Concrete Paver Pavement Section	\$ 66.25		0.25	0.25			
	480S-11	Concrete Paver Installation At Interior Of Road/Street	\$ 66.25		0.25	0.25			
	480S-12	Concrete Paver Installation at Curb and Gutter	\$ 66.25		0.25	0.25			
	490S-1	Concrete Paver Installation-Streets and Roadways	\$ 66.25		0.25	0.25			
		QA/QC	\$ 700.00	2			4		
		CONCRETE STRUCTURES AND MISCELLANEOUS CONCRETE FEE	\$ 5,072.50	2	16.5	16.5	4	0	\$ -
500		PIPE AND APPURTENANCES							
	501S-1	Encasement Detail w/Casing Spacers	\$ 66.25		0.25	0.25			
	503S-1	457 mm (18") Cover and Frame	\$ 66.25		0.25	0.25			
	503S-2S	Storm Drain Manhole Ring and 610 mm (24") Cover	\$ 66.25		0.25	0.25			
	503S-2W	Manhole Ring and 610 mm (24") Cover	\$ 66.25		0.25	0.25			
	503S-3S	Bolted Storm Drain Manhole Ring and 610 mm (24") Cover	\$ 66.25		0.25	0.25			
	503S-3W	Bolted Manhole Ring and 610 mm (24") Cover	\$ 66.25		0.25	0.25			
	503S-4S	Storm Drain Manhole Ring and 813 mm (32") Cover	\$ 66.25		0.25	0.25			
	503S-4W	Manhole Ring and 813 mm (32") Cover	\$ 66.25		0.25	0.25			
	503S-5S	Bolted Storm Drain Manhole Ring and 813 mm (32") Cover	\$ 66.25		0.25	0.25			
	503S-5W	Bolted Manhole Ring and 813 mm 32" Cover	\$ 66.25		0.25	0.25			
	503S-6W	Watertight Manhole Ring and 813 mm 32" Cover	\$ 66.25		0.25	0.25			
	503S-7W	Cleanout Ring and Cover	\$ 66.25		0.25	0.25			
	504S-3	Gas Valve Casing Adjustment	\$ 66.25		0.25	0.25			
	504-4	Adjustment Detail 18" × 18" Traffic Type Pullbox	\$ 66.25		0.25	0.25			
	505S-1	Concrete Encasement	\$ 66.25		0.25	0.25			
	506S-1	Manhole Invert Plan	\$ 66.25		0.25	0.25			
	506S-1A	End Manhole On Precast Base	\$ 66.25		0.25	0.25			
	506S-2	Major Manhole Adjustment	\$ 66.25		0.25	0.25			
	506S-3	Pre-Cast Concrete Storm Drain Manhole	\$ 66.25		0.25	0.25			
	506S-4	Minor Manhole Adjustment & New Manhole Construction	\$ 66.25		0.25	0.25			
	506S-4A	Minor Manhole Height Adjustment (HDPE Rings)	\$ 66.25		0.25	0.25			
	506S-5	Typical Box Manhole 760 mm (30") & Larger Pipe	\$ 66.25		0.25	0.25			
	506S-6	Water Tight Wastewater Manhole On Precast Base	\$ 66.25		0.25	0.25			
	506S-7	Precast Manhole With Drop Inlet On Cast In Place Base	\$ 66.25		0.25	0.25			
	506S-8	Precast Manhole With Drop Inlet On Precast Base	\$ 66.25		0.25	0.25			
	506S-9	Precast Manhole On Cast In Place Base	\$ 66.25		0.25	0.25			
	506S-10	Wastewater Manhole On Precast Base	\$ 66.25		0.25	0.25			
	506S-11	Storm Drain Manhole Detail	\$ 66.25		0.25	0.25			
	506S-12	O-Ring Joint Detail Precast Manhole Section	\$ 66.25		0.25	0.25			
	506S-13	Wedge - Seal Joint Detail Precast Manhole Section	\$ 66.25		0.25	0.25			
	506S-14	Large Diameter Cleanout	\$ 66.25		0.25	0.25			
	506S-15	Abandoned Manhole	\$ 66.25		0.25	0.25			
	506S-15A	Abandon Line at Active Manhole	\$ 66.25		0.25	0.25			
	508S-3	Typical Details For Curb Inlet	\$ 66.25		0.25	0.25			
	508S-4	Curb Inlet 3 m (10') Precast Type 1 or Type 1-R	\$ 66.25		0.25	0.25			
	508S-5	Typical Details For Recessed Inlet	\$ 66.25		0.25	0.25			
	508S-9	4 Sided Area Inlet	\$ 66.25		0.25	0.25			
	508-11	Standard Drop Inlet	\$ 66.25		0.25	0.25			

City of Pflugerville
Standard Construction Specification Update
EXHIBIT B: FEE SCHEDULE
August 30, 2018

Scope Items			Total	Summary of Hours					
				QA/QC	PE	EIT	CAD	Clerical	Direct
				\$180.00	\$160.00	\$105.00	\$85.00	\$60.00	Costs
SERIES	ITEM NO	ITEM							
	508S-13	Standard Headwall and Energy Dissipaters	\$ 66.25		0.25	0.25			
	508S-15	Headwall For Filtration Ponds w/Outfall Pipe 150 mm (6") to 375 mm (15") Dia.	\$ 66.25		0.25	0.25			
	508S-16	Stormdrain Outfall Protection Pipe Discharge on Slope-Low Bank	\$ 66.25		0.25	0.25			
	508S-17	Stormdrain Outfall Protection Pipe Discharge on Terrace/Uplands	\$ 66.25		0.25	0.25			
	508S-18	Stormdrain Outfall Protection Pipe on Side Slope - High Bank	\$ 66.25		0.25	0.25			
	508S-19	Stormdrain Outfall Protection Wall Penetration	\$ 66.25		0.25	0.25			
	508S-20	Stormdrain Outfall Protection Culvert Under Roadway/Incline	\$ 66.25		0.25	0.25			
	510S-1	Concrete Trench Cap	\$ 66.25		0.25	0.25			
	510S-3	Typical Trench With Paved Surface	\$ 66.25		0.25	0.25			
	510S-4	Typical Detail For Proposed Street	\$ 66.25		0.25	0.25			
	510S-5	Typical Trench Detail With Unfinished Surface	\$ 66.25		0.25	0.25			
	510-6	Concrete Thrust Blocking	\$ 66.25		0.25	0.25			
	511-AW-01	Typical Gate Valve 4" - 16"	\$ 66.25		0.25	0.25			
	511-AW-02	Fire Hydrant	\$ 66.25		0.25	0.25			
	511-AW-03	Drain Valve	\$ 66.25		0.25	0.25			
	511-AW-04	Air Release and Air/Vacuum Valve	\$ 66.25		0.25	0.25			
	511-AW-05	Automatic Flush Valve	\$ 66.25		0.25	0.25			
	511-AW-06	2" Non-Traffic Rates, Reclaimed Blow-Off Valve	\$ 66.25		0.25	0.25			
	520-AW-01	Water Service & Wastewater Service Connection	\$ 66.25		0.25	0.25			
	520-AW-02	Water Service & Meter Installation - 1" & Smaller Meters	\$ 66.25		0.25	0.25			
	520-AW-03	Wastewater Clean-Out Frame and Lid	\$ 66.25		0.25	0.25			
	520-AW-04	1½" - 2" Meter Installation Showing Optional Bypass	\$ 66.25		0.25	0.25			
	520-AW-06	3", 4" and 6" Compound & Turbine Meter Installations	\$ 66.25		0.25	0.25			
	520S-2	Temporarily Cut and Plug of W/WW Service Lines For Demolition Permit	\$ 66.25		0.25	0.25			
	520S-17	Fire Line Meter Installation	\$ 66.25		0.25	0.25			
	520S-19A	Standard Fire Line Installation With or Without Master Meter	\$ 66.25		0.25	0.25			
	520S-19B	Standard Backflow Preventer on Fire Line With Master Meter	\$ 66.25		0.25	0.25			
	520S-19C	Standard Fire Line Installation Without Mater Meter	\$ 66.25		0.25	0.25			
	520-21	Minimum Excavation Clearance For Installation of Pressure Tap	\$ 66.25		0.25	0.25			
	551S-1	Underdrains	\$ 66.25		0.25	0.25			
	559S-1	Fabrication Tolerances For Precast Box Culvert	\$ 66.25		0.25	0.25			
	593S-1	Concrete Retard	\$ 66.25		0.25	0.25			
	594S-1	Gabions	\$ 66.25		0.25	0.25			
	594-2	Gabion Details	\$ 66.25		0.25	0.25			
		QA/QC	\$ 1,060.00	4			4		
		PIPE AND APPURTENANCES FEE	\$ 5,830.00	4	18	18	4	0	\$ -
600		ENVIRONMENTAL							
	610S-1	Tree Protection Fence Locations	\$ 66.25		0.25	0.25			
	610S-2	Tree Protection Fence Type A - Chain Link	\$ 66.25		0.25	0.25			
	610S-3	Tree Protection Fence Type B- Wood	\$ 66.25		0.25	0.25			
	610S-4	Tree Protection Fence Modified Type A - Chain Link	\$ 66.25		0.25	0.25			
	610S-5	Tree Protection Fence Modified Type B - Wood	\$ 66.25		0.25	0.25			
	610S-6	Slope Protection and Tree Wells	\$ 66.25		0.25	0.25			
	621S-1	Diversion	\$ 66.25		0.25	0.25			
	622S-1	Diversion Dike	\$ 66.25		0.25	0.25			
	623S-1	Dry Stack Rock Wall For Slope Protection	\$ 66.25		0.25	0.25			
	624S-1	Earth Outlet Sediment Trap	\$ 66.25		0.25	0.25			
	625S-1	Grade Stabilization Structure	\$ 66.25		0.25	0.25			
	625S-2A	Grade Control Riffle Structure with Embedded Toe	\$ 66.25		0.25	0.25			
	625S-2B	Grade Control Structure Rock Riffle with Preformed Scour Pool	\$ 66.25		0.25	0.25			
	625S-3A	Grade Control Structure Rock Riffle with Concrete Crest and Embedded Toe	\$ 66.25		0.25	0.25			
	625S-3B	Grade Control Structure Rock Riffle with Concrete Crest and Preformed Scour Pool	\$ 66.25		0.25	0.25			
	625S-4A	Grade Control Structure Rock Riffle with Boulder Crest and Embedded Toe	\$ 66.25		0.25	0.25			
	625S-4B	Grade Control Structure Rock Riffle with Boulder Crest and Preformed Scour Pool	\$ 66.25		0.25	0.25			
	625S-5A	Grade Control Structure Rock Riffle at Wastewater Crossing with Embedded Toe	\$ 66.25		0.25	0.25			
	625S-5B	Grade Control Structure Rock Riffle at Wastewater Crossing with Preformed Scour Pool	\$ 66.25		0.25	0.25			
	625S-6	Grade Control Structure Straight Stepped Rock Drop	\$ 66.25		0.25	0.25			
	627S-1	Grass Lined Swale	\$ 66.25		0.25	0.25			
	628S	Triangular Sediment Filter Dike	\$ 66.25		0.25	0.25			
	628S-1	Hay Bale Dike	\$ 66.25		0.25	0.25			
	630S-1	Interceptor Dike	\$ 66.25		0.25	0.25			
	631S-1	Interceptor Swale	\$ 66.25		0.25	0.25			
	632S-1	Storm Inlet Sediment Trap	\$ 66.25		0.25	0.25			
	633S-1	Land grading	\$ 66.25		0.25	0.25			
	634S-1	Level Spreader	\$ 66.25		0.25	0.25			
	635S-1	Perimeter Dike	\$ 66.25		0.25	0.25			
	636S-1	Perimeter Swale	\$ 66.25		0.25	0.25			
	637S-1	Pipe Slope Drain (Flexible)	\$ 66.25		0.25	0.25			
	637S-2	Pipe Slope Drain (Rigid)	\$ 66.25		0.25	0.25			
	639S-1	Rock Berm	\$ 66.25		0.25	0.25			
	641S-1	Stabilized Construction Entrance	\$ 66.25		0.25	0.25			
	642S-1	Silt Fence	\$ 66.25		0.25	0.25			
	643S-1	Stone Outlet Structure	\$ 66.25		0.25	0.25			
	645S-1	Mulching	\$ 66.25		0.25	0.25			
	647S-1	Mulch Berm	\$ 66.25		0.25	0.25			
	648S-1	Mulch Sock	\$ 66.25		0.25	0.25			
	658S-1	Class I - Temporary Protection of Void at Bottom of Trench	\$ 66.25		0.25	0.25			
	658S-2	Class II - Permanent Void Mitigation Measures	\$ 66.25		0.25	0.25			
	658S-3	Class III - Void Mitigation Measures	\$ 66.25		0.25	0.25			
	658S-4	Class IV - Water Flow Mitigation Measures Groundwater Within Bedding Material Depth	\$ 66.25		0.25	0.25			
	658S-5	Class V - Water Flow Mitigation Measures Groundwater Above Bedding Material Depth	\$ 66.25		0.25	0.25			
	658S-6	Modified Class V - Combination Void and Potential Water Flow Mitigation Measures	\$ 66.25		0.25	0.25			
	658S-7	Modified Concrete Retard	\$ 66.25		0.25	0.25			
	SPD 660-1	Infiltration Rain Garden W/6" Curb Typical Cross Section	\$ 66.25		0.25	0.25			
	SPD 660-2	Infiltration Rain Garden W/12" Curb Typical Cross Section	\$ 66.25		0.25	0.25			
	SPD 660-3	Rain Garden Typical Inlet Detail 1	\$ 66.25		0.25	0.25			
	SPD 660-4	Rain Garden Typical Inlet Detail 2	\$ 66.25		0.25	0.25			
	SPD 660-5	Elevated Sidewalk Detail	\$ 66.25		0.25	0.25			
	661-1	Sand Bed Filtration Configurations Using Geomembrane Liner	\$ 66.25		0.25	0.25			
	661-2	Sand Bed Filtration Configurations Using Clay Liner/No Liner Required	\$ 66.25		0.25	0.25			
	661-3	Bio filtration Bed Configurations Using Geomembrane/Clay Liner	\$ 66.25		0.25	0.25			
	661-4	Geomembrane Liner Attachment Details	\$ 66.25		0.25	0.25			
	661-5	Anchor Trenches For Geomembrane Liners	\$ 66.25		0.25	0.25			
	662S-1	Pond Pipe Gate at Ramp Detail	\$ 66.25		0.25	0.25			
	662S-2	Pond Maintenance Road Cross Section	\$ 66.25		0.25	0.25			
	662S-3	Storm Water Facility Sign	\$ 66.25		0.25	0.25			
		QA/QC	\$ 1,230.00	4			6		
		ENVIRONMENTAL FEE	\$ 5,138.75	4	14.75	14.75	6	0	\$ -
700		INCIDENTAL CONSTRUCTION							
	707S-1	Pedestrian Handrail	\$ 66.25		0.25	0.25			
	707S-2	Pedestrian Ada Handrail Option 1	\$ 66.25		0.25	0.25			
	707-3	Pedestrian Ada Handrail On Curb - Option 2	\$ 66.25		0.25	0.25			
	707-4	Pedestrian Ada Handrail On Sidewalk Option 3	\$ 66.25		0.25	0.25			
	710S-1	Class III Style Bicycle Parking	\$ 66.25		0.25	0.25			
	710S-2	Class II Style Bicycle Parking	\$ 66.25		0.25	0.25			
	710S-3	Bicycle Rack Installation In Concrete Paver Sidewalk - Alternate 1	\$ 66.25		0.25	0.25			
	710S-4	Bicycle Rack Installation in Concrete Sidewalk - Alternate 1	\$ 66.25		0.25	0.25			
	710S-5	Bicycle Rack Installation in Sidewalks - Alternate 2	\$ 66.25		0.25	0.25			
	710S-6A	Furnishing Location in 12' (3.6 m) Wide or Greater Sidewalks - Type III Bicycle Rack Siting	\$ 66.25		0.25	0.25			
	710S-6B	Furnishing Location in >12' (3.6 m) and <18' (5.4 m) Wide Sidewalks - Type III Bicycle Rack Siting	\$ 66.25		0.25	0.25			
	710S-6C	Furnishing Location in 12' Wide or Less Sidewalks - Bicycle Rack Siting	\$ 66.25		0.25	0.25			
	725S-1	Monument, Type A Survey Identification Marker	\$ 66.25		0.25	0.25			
	725S-2	Monument, Type B Survey Identification Marker	\$ 66.25		0.25	0.25			
	725S-3	Monument, Type C Survey Identification Marker	\$ 66.25		0.25	0.25			

City of Pflugerville
Standard Construction Specification Update
EXHIBIT B: FEE SCHEDULE
August 30, 2018

Scope Items			Total	Summary of Hours					
				QA/QC	PE	EIT	CAD	Clerical	Direct Costs
				\$180.00	\$160.00	\$105.00	\$85.00	\$60.00	
SERIES	ITEM NO	ITEM							
	725S-4	Monument, Type D Survey Identification Marker	\$ 66.25		0.25	0.25			
	725S-7	Survey Identification Marker, Non-Traffic Construction Detail	\$ 66.25		0.25	0.25			
	725S-10	Survey Identification Marker Roadway Construction Detail	\$ 66.25		0.25	0.25			
	725S-11	Adjustable Valve Box for Survey Monument	\$ 66.25		0.25	0.25			
		QA/QC	\$ 615.00	2			3		
		INCIDENTAL CONSTRUCTION FEE	\$ 1,873.75	2	4.75	4.75	3	0	\$ -
800		TRAFFIC CONTROLS							
	802S-1	2.4 m × 1.2 m (8' × 4') C.I.P. Building Project Sign	\$ 66.25		0.25	0.25			
	802S-1A	2.4 m × 1.2 m (8' × 4') Bond Program Building Project Sign	\$ 66.25		0.25	0.25			
	802S-1B	2.4 m × 1.2 m (8' × 4') Bond Program Building Project Sign	\$ 66.25		0.25	0.25			
	802S-2	600 mm × 900 mm (24" × 36") C.I.P. Movable Sign Type II	\$ 66.25		0.25	0.25			
	802S-2A	600 mm × 900 mm (24" × 36") Joint C.I.P. Movable Sign Type II	\$ 66.25		0.25	0.25			
	802S-2B	900 mm × 1.2 m (36" × 48 ") Bond Program Project Movable Sign Type II	\$ 66.25		0.25	0.25			
	802S-3	Clean Builder Sign	\$ 66.25		0.25	0.25			
	803S-1	Street-End Barricade	\$ 66.25		0.25	0.25			
	804S-1	Arterial One Lane Closure	\$ 66.25		0.25	0.25			
	804S-1A	Residential Road Narrows For Centerline Work	\$ 66.25		0.25	0.25			
	804S-2	Collector/Residential Street Flagging Operations	\$ 66.25		0.25	0.25			
	804S-3	Temporary Traffic Control Pavement Markings	\$ 66.25		0.25	0.25			
	804S-4	Safety Fence	\$ 66.25		0.25	0.25			
	804S-5	Channelizing Devices	\$ 66.25		0.25	0.25			
	804S-6A	Low Profile Concrete Barrier Type 1 (Portable And Precast)	\$ 66.25		0.25	0.25			
	804S-6B	Low Profile Concrete Barrier Type 2 (Portable And Precast)	\$ 66.25		0.25	0.25			
	824S-1	Standard Street-End Markers	\$ 66.25		0.25	0.25			
	824-2	Ground Mounted Traffic and Street Name Signs	\$ 66.25		0.25	0.25			
	824-3	No Parking Sign	\$ 66.25		0.25	0.25			
	829S-1A	Bicycle Lane Markings	\$ 66.25		0.25	0.25			
	829S-1B	Bicycle Lane Markings And Signing At Intersections	\$ 66.25		0.25	0.25			
	830S-1	Foundation Details For Base Mounted Controller Cabinet	\$ 66.25		0.25	0.25			
	831S-1	Traffic Signal Drilled Shaft Foundation	\$ 66.25		0.25	0.25			
	831S-2	Solar Powered Flasher Assembly	\$ 66.25		0.25	0.25			
	834S-1	Type A Traffic Bearing Pull Box	\$ 66.25		0.25	0.25			
	834S-2	Frame And Lid For Type A Pull Box	\$ 66.25		0.25	0.25			
	834S-3	Type B Pull Box	\$ 66.25		0.25	0.25			
	834S-4	Ring and Lid For Use With Type B Pull Box	\$ 66.25		0.25	0.25			
	834S-5	Type C Pull Box With Light Weight Cover	\$ 66.25		0.25	0.25			
	834S-6	Ring and Lid For Type C Pull Box	\$ 66.25		0.25	0.25			
	834S-7	Ring and Lid For Traffic Bearing Type C Pull Box	\$ 66.25		0.25	0.25			
	834S-8	Type-D Communications Pull Box and Torsion Assisted Lid	\$ 66.25		0.25	0.25			
	835S-1	Trench Detail For Traffic Signal Conduit	\$ 66.25		0.25	0.25			
	836S-1	Riser Detail For 50 mm (2") and 75 mm (3") Conduit	\$ 66.25		0.25	0.25			
	836S-2	Overhead Detector Run Detail	\$ 66.25		0.25	0.25			
	837S-1	Loop Detector Installation Details	\$ 66.25		0.25	0.25			
	837S-2	Loop Detector Lead-In Wire Detail	\$ 66.25		0.25	0.25			
	839S-1	Pedestrian and Vehicular Signal Installation Detail	\$ 66.25		0.25	0.25			
	839S-2	Wood Pole Span Wire Detail	\$ 66.25		0.25	0.25			
	839S-3	Wood Pole Span Wire Installation Detail	\$ 66.25		0.25	0.25			
	839S-4	Traffic Signal Structures Mast Arm Details	\$ 66.25		0.25	0.25			
	839S-5	Traffic Signal Structures Span Wire Details	\$ 66.25		0.25	0.25			
	841S-3	Pole Foundation	\$ 66.25		0.25	0.25			
	863S-1	Pavement Markers (Reflectorized - Type I & II)	\$ 66.25		0.25	0.25			
	865S-1	Traffic Buttons (Non-Reflectorized)	\$ 66.25		0.25	0.25			
		QA/QC	\$ 1,760.00	6			8		
		TRAFFIC CONTROLS FEE	\$ 4,741.25	6	11.25	11.25	8	0	\$ -
900		FIRE SAFETY							
	901S-3	Locations For Key Box Installations For Fire Department Access	\$ 132.50		0.5	0.5			
	901S-4	Tempered Window Sticker	\$ 132.50		0.5	0.5			
	901S-5	Restricted Zone Signs, Type I	\$ 132.50		0.5	0.5			
	901S-6	Restricted, Zone Signs, Type II	\$ 132.50		0.5	0.5			
	901S-7	Secondary Containment For Horizontal Tanks	\$ 132.50		0.5	0.5			
	901S-8	Secondary Containment For Vertical Tanks	\$ 132.50		0.5	0.5			
	901-9	Diking For Existing Floors	\$ 132.50		0.5	0.5			
	901-10	Diked Area Access	\$ 132.50		0.5	0.5			
	901-11	Elements of an Overfill Prevention System	\$ 132.50		0.5	0.5			
		QA/QC	\$ 795.00	3			3		
		FIRE SAFETY FEE	\$ 1,987.50	3	4.5	4.5	3	0	\$ -
1000		TYPICAL STREET SECTIONS							
	1000S-4	Typical Sections Alley Pavement	\$ 66.25		0.25	0.25			
	1000S-5	Alternate Urban Standard 12 m (40') Roadway	\$ 66.25		0.25	0.25			
	1000S-6	Widening For Alternate Urban Standard 12 m (40') Roadway	\$ 66.25		0.25	0.25			
	1000S-7	Bus Stop Paving	\$ 66.25		0.25	0.25			
	1000-8	Rock Trap	\$ 66.25		0.25	0.25			
	1000S-8A	Typical - R.O.W. And Front Lot Utility Assignments	\$ 66.25		0.25	0.25			
	1000S-8B	Typical Single Service Utility Assignment Details (TV, W, WW)	\$ 66.25		0.25	0.25			
	1000-8(C)	Typical Rear Lot Utility Assignments	\$ 66.25		0.25	0.25			
	1000S-10	Local Street Sections	\$ 66.25		0.25	0.25			
	1000S-11	Residential and Neighborhood Collector Street Sections	\$ 66.25		0.25	0.25			
	1000S-12	Primary Collector Street Sections	\$ 66.25		0.25	0.25			
		QA/QC	\$ 870.00	2			6		
		TYPICAL STREET SECTIONS FEE	\$ 1,598.75	2	2.75	2.75	6	0	\$ -
1100		ELECTRICAL							
	1100S-1	Casting Adjustment	\$ 132.50		0.5	0.5			
	1100S-2	Flexible Base with Asphalt Surface Trench Repair-Existing Pavement	\$ 132.50		0.5	0.5			
	1100S-3	Asphalt Overlay of Reinforced and Nonreinforced PC Pvt.-Trench Repair	\$ 132.50		0.5	0.5			
	1100S-3A	Asphalt Overlay of Nonreinforced PC Pavement-Trench Repair	\$ 132.50		0.5	0.5			
	1100S-4	Temporary Trench Repair-Asphalt Surface	\$ 132.50		0.5	0.5			
	1100S-5	Full Depth Asphaltic Concrete Pavement Trench Repair	\$ 132.50		0.5	0.5			
	1100S-6B	Excavations Parallel to the Curb	\$ 132.50		0.5	0.5			
	1100S-6D	Transverse Excavations	\$ 132.50		0.5	0.5			
	1100S-7	Street Repair Requirements	\$ 132.50		0.5	0.5			
	1100S-8A	Traffic Lane Replacement for Outer Lane Excavations	\$ 132.50		0.5	0.5			
	1100S-8B	Traffic Lane Replacement for Interior Lane Excavations	\$ 132.50		0.5	0.5			
	1100S-10A	Existing Pavement Repair for Non Trench Areas Perpendicular to Curb Alignment	\$ 132.50		0.5	0.5			
	1100S-10B	Existing Pavement Repair for Non Trench Areas Parallel to Curb Alignment	\$ 132.50		0.5	0.5			
		QA/QC	\$ 1,760.00	6			8		
		ELECTRICAL FEE	\$ 3,482.50	6	6.5	6.5	8	0	\$ -
1300		PARD							
	1301S-1	Granite Gravel Hike and Bike Trails	\$ 66.25		0.25	0.25			
		QA/QC	\$ 130.00	0.25			1		
		PARD FEE	\$ 196.25	0.25	0.25	0.25	1	0	\$ -
		PREPERATION OF UPDATED CONSTRUCTION DETAILS							
		60% Review Set and Staff Review Meetings (Utilities)	\$ 530.00		2	2			
		60% Review Set and Staff Review Meetings (Traffic/Drainage)	\$ 530.00		2	2			
		90% Review Set and Staff Review Meeting (Section 1 - Utilities)	\$ 530.00		2	2			
		90% Review Set and Staff Review Meeting (Section 2 - Traffic/Drainage)	\$ 530.00		2	2			
		100% Final Set and Staff Review Meeting (Section 1 - Utilities)	\$ 265.00		1	1			
		100% Final Set and Staff Review Meeting (Section 2 -Traffic Drainage)	\$ 265.00		1	1			
		TxDOT Traffic Signal Detail Review	\$ 530.00		2	2			
		Prepare Documentation and Present at Community Stakeholder Meetings (Included in Specifications Scope)	\$ -						
		Prepare Documentation and Present at City Council Meeting (Included in Specifications Scope)	\$ -						
		Prepare Final Document - 15 Copies and electronic files (Included in Specifications Scope)	\$ -						
		PREPERATION OF UPDATED CONSTRUCTION DETAILS	\$ 3,180.00	0	12	12	0	0	\$ -

City of Pflugerville
Standard Construction Specification Update
EXHIBIT B: FEE SCHEDULE
August 30, 2018

Scope Items			Total	Summary of Hours					
				QA/QC	PE	EIT	CAD	Clerical	Direct
				\$180.00	\$160.00	\$105.00	\$85.00	\$60.00	Costs
SERIES	ITEM NO	ITEM							
TOTAL LABOR COSTS									
300	--	STREET SURFACE COURSES FEE	\$ 331.25	1	1	1	1	-	\$ -
400	--	CONCRETE STRUCTURES AND MISCELLANEOUS CONCRETE FEE	\$ 5,072.50	2	17	17	4	-	\$ -
500	--	PIPE AND APPURTENANCES FEE	\$ 5,830.00	4	18	18	4	-	\$ -
600	--	ENVIRONMENTAL FEE	\$ 5,138.75	4	15	15	6	-	\$ -
700	--	INCIDENTAL CONSTRUCTION FEE	\$ 1,873.75	2	5	5	3	-	\$ -
800	--	TRAFFIC CONTROLS FEE	\$ 4,741.25	6	11	11	8	-	\$ -
900	--	FIRE SAFETY FEE	\$ 1,987.50	3	5	5	3	-	\$ -
1000	--	TRAFFIC CONTROLS FEE	\$ 1,598.75	2	3	3	6	-	\$ -
1100	--	FIRE SAFETY FEE	\$ 3,482.50	6	7	7	8	-	\$ -
1300	--	PARD	\$ 196.25	0	0	0	1	-	\$ -
	--	PREPERATION OF UPDATED CONSTRUCTION DETAILS	\$ 3,180.00	-	12	12	-	-	\$ -
TOTAL FEE ESTIMATE - DETAILS			\$ 33,432.50						