

**PROFESSIONAL SERVICES AGREEMENT
FOR
TERRELL LANE EXTENSION**

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

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

I. DEFINITIONS

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

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

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

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

II. TERM

2.1 This agreement shall become effective upon execution by the City and shall remain in effect until satisfactory completion of the Scope of Work unless terminated as provided for in this Agreement.

2.2 If funding for the entire Agreement is not appropriated at the time this Agreement is entered into, City retains the right to terminate this Agreement at the expiration of each of City’s budget periods, and any subsequent contract period is subject to and contingent upon such appropriation

III. SCOPE OF SERVICES AND PROJECT SCHEDULE

Consultant agrees to provide the services described in this Article III entitled Scope of Services and Project Schedule in exchange for the compensation described in Article IV. Compensation. Scope of Services and Project Schedule are detailed in **Attachment 1** which are incorporated by reference as if written and copied herein. The terms and conditions of this Agreement shall control in the event of a conflict with any terms and conditions set forth therein.

All work performed by Consultant hereunder shall be performed to the satisfaction of the City Manager. The determination made by City Manager shall be final, binding and conclusive on all Parties hereto. City shall be under no obligation to pay for any work performed by Consultant, which is not satisfactory to City Manager. City shall have the right to terminate this Agreement, in accordance with Article VII. Termination, in whole or in part, should Consultant’s work not be satisfactory to City Manager; however, City shall have no obligation to terminate and may withhold payment for any unsatisfactory work, as stated herein, even should City elect not to terminate.

IV. COMPENSATION TO CONSULTANT

4.1 In consideration of Consultant's performance in a satisfactory and efficient manner, as determined solely by City Manager, of all services and activities set forth in this Agreement, City agrees to pay Consultant an amount not to exceed **one hundred seventy-seven thousand three hundred thirty dollars (\$177,330.00)** as total compensation, to be paid to Consultant as further detailed in **Attachment 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 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: Gabriela Jurcovan
Project Manager
P.O Box 589
Pflugerville, Texas 78660

If intended for Consultant, to: LJA Engineering, Inc.
Attn: Derek Bohls, PE
Vice President
2700 La Frontera, Suite 200
Round Rock, Texas 78681

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

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

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

City of Pflugerville

Insurance Requirements

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

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

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

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

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

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

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

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

- Name the City, its officers, officials, employees, volunteers, and elected representatives as ***additional insured by endorsement under terms satisfactory to the City***, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;
- Provide for an endorsement that the "other insurance" clause shall not apply to the City of Pflugerville where the City is an additional insured shown on the policy;
- Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City.
- Provide thirty (30) calendar days advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

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

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

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

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

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

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

X. INDEMNIFICATION

10.1 CONSULTANT covenants and agrees to INDEMNIFY and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, or liability for damages caused by or resulting from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by the CONSULTANT or the CONSULTANT's agent, CONSULTANT under contract, or another entity over which the CONSULTANT exercises control. Such acts may include personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to CONSULTANT'S activities under this Agreement, including any negligent or intentional acts or omissions of CONSULTANT, any agent, officer, director, representative, employee, consultant or subcontractor of CONSULTANT, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its elected officials, employees, officers, directors, volunteers and representatives, in instances where such negligence causes personal injury, death, or property damage. In no event shall the indemnification obligation extend beyond the date with when the institution of legal or equitable proceedings for the professional negligence would be barred by any applicable statute of repose or statute of limitations.

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

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

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

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

damages, compensation or benefits payable by or for CONSULTANT or any subcontractor under worker's compensation or other employee benefit acts.

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

XI. ASSIGNMENT AND SUBCONTRACTING

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

11.2 It is City's understanding and this Agreement is made in reliance thereon, that Consultant intends to use the following subcontractors in the performance of this Agreement: ACI Environmental 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 1 - 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; (ii) will not boycott Israel during the term of the contract; (iii) does not boycott energy companies; (iv) will not boycott energy companies during the term of the contract; (v) does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and (vi) will not discriminate during the term of the contract against a firearm entity or firearm trade association (Texas Government Code, Chapter 2271.002; 2274.002).

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

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

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

**CITY OF
PFLUGERVILLE**

**CONSULTANT
LJA ENGINEERING, INC.**

(Signature)



(Signature)

Printed Name: _____

Printed Name: **Derek Bohls, PE**

Title: City Manager/Authorized
Representative

Title: **Vice President**

Date: _____

Date: **2-23-2026**

APPROVED AS TO FORM:



Charles E. Zech
Special Counsel

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

ATTACHMENT 1 - Scope of Services**SERVICES TO BE PROVIDED BY THE ENGINEER**

Roadway: Terrell Lane Extension
City: Pflugerville
County: Travis
Location: TBD – Terrell Lane to Pfluger Farm Lane and/or E Pflugerville Pkwy;
E Pflugerville Pkwy to Pfennig Lane

General Work Description:

Analyze and evaluate three potential alignment alternatives for the Terrell Lane Extension project, connecting existing Terrell Lane to Pfluger Farm Lane and/or E Pflugerville Pkwy, and E Pflugerville Pkwy to Pfennig Lane. Prepare a Preliminary Engineering Report (PER) that documents the evaluation methodology, findings, and trade-offs, and provides a single recommended alignment selected by the consultant based on the technical analysis. The report is intended to support the City in making an informed decision on how, or whether, to proceed with the next phase of the project.

Standards and Specifications

Designs will be based on Texas Department of Transportation (TxDOT) Design Standards and Specifications including the TxMUTCD and supplemented by the City of Pflugerville Design Guide, specifications and standards where applicable.

Task 1 – Data Collection

Collect Field Data and obtain and review available data, including:

- Travel to and from project location for field visit before beginning development of preliminary PER
- Available GIS contours and aerial photography data

Task 2 – Preliminary Hydraulics/Hydrology

Prior to schematic design, provide a preliminary high-level assessment of the critical hydrologic and hydraulic components:

Preliminary study of floodplain crossing locations will include:

- Collect the latest FEMA model and data (2023 LOMR) for Wilbarger Creek
- Run latest FEMA models to obtain existing conditions with 100- and 500-year peak flows near the potential floodplain crossings(s). The 500-year flow is assumed to roughly represent the 100-year flows, with Atlas 14 precipitation taken into account. (Future schematic and design analysis will incorporate Atlas 14 data, as part of a future scope project).
- Identify location(s) for floodplain crossings.
- Prepare exhibit illustrating locations of preliminary floodplain crossings.

Preliminary study of other culvert crossing locations will include:

- Delineate overall drainage areas for the project, including identifying locations for other cross-culverts along the proposed new roadways.
- Provide existing conditions drainage area maps for each outfall from the project area and/or each cross-drainage structure location.
- Calculate existing and proposed conditions peak flows for cross-culverts in accordance with City of Pflugerville regulations.
- Provide a comparison of existing vs. proposed condition runoff patterns at each outfall from the project area.
- Prepare exhibit illustrating drainage areas and locations of preliminary culvert crossings.

High-level sizing and cost estimating will include:

- Estimate the size of potential bridges/bridge class culverts (BCC) at the floodplain crossings based on the 500-year effective flows (representative 100-year flows), velocity consistent with City drainage regulations, and the width of floodplains.
- Perform high-level culvert sizing based on calculated peak flows and target velocities consistent with City drainage regulations.
- Prepare a high-level opinion of probable costs based on estimated bridge and culvert sizing.

A summary of preliminary hydrology/hydraulics will be included in the PER.

Task 3 – Water Quality

To inform the project water quality treatment options during preliminary engineering development, an assessment of water quality requirements will be conducted, including:

- Review of current water quality requirements in the City of Pflugerville Engineering Design Manual
- Communication with City of Pflugerville to confirm the findings

Task 4 – Preliminary Environmental Constraints Evaluation

As part of the project planning process to inform the project alignment during preliminary schematic development, a natural resource desktop review to be conducted, including:

- Desktop review of the U.S. Fish and Wildlife Service (USFWS) and the Texas Parks and Wildlife Department threatened and endangered species
- Review of the likelihood of occurrence of endangered species to be found on the property using aerial photography
- Review of the National Wetland Inventory, National Hydrography Dataset, and Federal Emergency Management Agency stream data to determine potential for jurisdictional waters
- Hazardous materials database search for contamination concerns
- An Environmental Constraints Technical Memorandum to be prepared documenting potential environmental resources or concerns identified, summarizing potential permitting requirements and/or opportunities for the project, and proposing design recommendations for avoidance and minimization of environmental impacts.

Task 5 – Traffic Study

Consists of the following tasks:

- Traffic Operational Analysis:
 - Conduct a traffic study for the proposed Terrell Lane. Traffic counts will be collected as documented below:
 - 4-hours, 12-hour and 24-hour Turning Movement Counts (TMC) will be gathered at nearest intersections
 - Utilize “historical trend” and/or MPO’s TDM as relates to traffic growth.
 - Calculate forecasted volumes:
 - Obtain Base Year Volumes by collecting and processing existing traffic volumes. Sources are TxDOT STARS database, city, and vendor traffic data collection services.
 - Select Forecast Years: Typical forecast years include:
 - Base/Count Year (most recent data available)
 - Opening Year (when improvements are expected to open)
 - Design Year (usually 20 years beyond opening year)
 - Pavement Design Year (often 30 years from opening)
 - Determine Growth Rates: using linear regression on historical traffic counts and analysis of population forecasts. It’s often advisable to check multiple methods for consistency.
 - Apply Growth Rates to Existing Volumes to obtain forecasted year volume
 - Traffic Distribution
 - Project Peak Hour Volumes
 - Balance Volumes if needed
 - Traffic Operational Analysis will be performed for existing and future No Build and Build conditions. Traffic volumes for existing conditions will be based on collected traffic counts, and traffic volume projections will be developed for future conditions, AM and PM peak hours, based on expected growth rate and future developments (if any).
 - No more than three (3) alternatives will be analyzed. ICE (Intersection Control Evaluation) analysis will be conducted using CAP-X analysis for Build Year AM and PM peak hours, and SPICE spreadsheet for safety evaluation.
- Traffic Signal Warrant Study:
 - Conduct traffic signal warrant study per City of Pflugerville requirements for the nearest intersections.
 - The traffic signal warrant study will be based on the existing traffic volume data from adjacent existing intersections, projected traffic, recorded accident history, and field observations and engineering judgment.

- The traffic volume projections, traffic operational study analysis, findings, traffic signal warrant analysis, and traffic count data, along with recommendations, will be summarized as sections in the Preliminary Engineering Report. A draft report will be submitted for review and comment. Upon receipt of client comments, the report will be revised as appropriate and submitted to the City of Pflugerville. Meeting with the City of Pflugerville is included in this scope to discuss findings and to potentially speed the review process.

Notes:

- The collection of the traffic data will be subcontracted and will be billed as a Direct Expense.
- Traffic operational analysis will be performed for existing and future no build and build conditions. Synchro 11 will be used for Intersection operational analysis and SIDRA will be used for roundabout analysis.
- Three (3) alternatives, five (5) analysis conditions (Existing, No Build, Build Alternative 1, Build Alternative 2, Build Alternative 3), two (2) analysis periods (AM and PM peak hours) are included in the scope.
- Multi-modal analysis and Illumination Study are not included in the scope.

Task 6 – Preliminary Utility Research

Preliminary utility research will be conducted to determine what (if any) utilities could be affected by the project and list these in the PER.

Task 7 – Constraints Maps

This task consists of the following tasks:

- Prepare three (3) preliminary different exhibits, showing three (3) alternative alignments for Terrell Lane and connection between E. Pflugerville Parkway and Pfennig Lane.
- Prepare final constraints maps based on feedback from the City review of the preliminary constraints maps

Task 8 – Preliminary Opinion of Probable Construction Cost

Prepare Opinion of Probable Construction Cost (OPCC) for each of the three (3) alternative alignments: Terrell Lane to Pfluger Farm Lane and/or E Pflugerville Pkwy; E Pflugerville Pkwy to Pfennig Lane.

- Prepare preliminary OPCC for review by City
- Prepare final OPCC

Task 9 – Preliminary Engineering Report (PER)

Prepare PER consisting of:

- Summary of existing conditions
- Preliminary hydrology/hydraulics
- Water Quality findings
- Preliminary environmental findings
- Traffic findings
- Preliminary utility findings
- Constraints maps
- Opinion of probable construction cost
- A discussion on the merits of each of the three (3) alternative alignments, along with engineering recommendations on which route to select
- The engineer is to submit a preliminary PER for city review.
- The engineer is also to submit a final PER based on feedback from the City review

Task 10 – Project Management/Meetings/Coordination

Task related to Project Management and external coordination during the process of compiling the feasibility study. This includes:

- Communication with the client, including calls and emails related to the feasibility study, not covered by other items in this scope document
- Prepare agenda, travel to and from the City of Pflugerville meeting location, attend meeting, and prepare meeting minutes for monthly progress update meetings (assumed in person)
- Prepare agenda, travel to and from the City of Pflugerville meeting location, attend meeting, and prepare meeting minutes for preliminary PER review meeting (assumed in person)
- Travel to and from the project location for field visit before beginning development of preliminary PER (assumed on-site)
- Public Involvement
 - Stakeholder Coordination
 - Coordinate with affected local agencies, the County's consultants, and affected property owners as needed.
 - Prepare overall exhibits and maps of the project limits for stakeholder coordination meetings.
 - Public Meeting/Open House
- Prepare exhibits and resources for public viewing
- Prepare monthly invoices and progress reports (5 months assumed)

THIS PROPOSAL INCLUDES THE FOLLOWING DELIVERABLES:

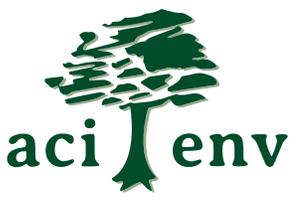
- Environmental Constraints Technical Memorandum
- 3 (three) constraint maps for three (3) alignment alternatives: Terrell Lane to Pfluger Farm Lane and/or E Pflugerville Pkwy; E Pflugerville Pkwy to Pfennig Lane.
 - Deliverables due at preliminary submittal and final submittal
- OPCC for three (3) alignment alternatives: Terrell Lane to Pfluger Farm Lane and/or E Pflugerville Pkwy; E Pflugerville Pkwy to Pfennig Lane.
 - Deliverables due at preliminary submittal and final submittal
- Preliminary Engineering Report
 - Deliverables due at preliminary submittal and final submittal
- In person meetings and site visit:
 - Monthly progress meetings
 - Preliminary submittal review meeting
 - Site visit
 - Traffic meeting with City of Pflugerville
 - Meetings are scoped as in-person meetings at the City of Pflugerville Public Works Office
- Public involvement
 - Stakeholder Coordination
 - Public Meeting/Open House

An Additional Services Request (ASR) will be prepared to define any additional tasks not listed above and specify the associated fees.

EXCLUSIONS:

The following items are not included in this work authorization:

- RIGHT-OF-WAY (ROW) MAPPING
- SURVEY SERVICES
- GEOTECHNICAL SERVICES
- UTILITY RELOCATION ESTIMATES
- SCHEMATIC DESIGN
- PLAN PREPARATION (PS&E) SERVICES
- BRIDGE LAYOUTS
- TRAFFIC CONTROL/CONSTRUCTION SEQUENCE



REVISED City of Pflugerville Terrell Lane Extension, Env. Scope of Work, Feb. 3, 2026

ATTN: Riley Sladek, LJA Engineering | 2700 La Frontera Blvd, Suite 200 | Round Rock, TX 78681

REVISED. This scope has been revised to include an extension Pfluger Farm Lane from East Pflugerville Parkway south to Pfennig Lane. aci environmental will execute the following tasks under this scope of work for the Terrell Lane Extension project in Pflugerville, Texas. This scope will review three alternate alignments north of Pflugerville Parkway and include review of the Pfluger Farm Lane connection south of Pflugerville Parkway to Pfennig Lane. The revised study area was provided to aci env. by LJA on January 29th via email.

A 50-foot buffer around these alignments will be reviewed and will collectively be known as the “Study Area”. The purpose of this study is to evaluate all possible conceptual alignment options and identify a recommended alternative based on environmental considerations. The following tasks are mutually dependent and scoped accordingly. This scope estimate is good for 90 days.

Task 1: Desktop Environmental Constraints Review

aci environmental will conduct a desktop review of the City of Pflugerville Terrell Lane Extension project (study area) provided by LJA Engineering. The desktop review will include dataset reviews of:

- potential jurisdictional waters/wetlands,
- hazardous materials,
- endangered species, and
- cultural resources.

The findings of the review will be compiled into a desktop environmental constraints report and provided to LJA Engineering. The environmental report will include comparative analysis of the alternatives provided.

aci environmental will also provide LJA Engineering any pertinent constraints located in digital format (GIS shapefile or Google Earth KMZ) so that LJA Engineering can incorporate the locations into their preliminary route development. This task includes



one round of comments from the project team. Following the comment response, a finalized digital copy (PDF format) of the report will be submitted to the Client. This scope does not include field investigations, cultural resource archival research or consultation with regulatory agencies.

Cost of Task 1: \$7,500.00

Task 2: Project Coordination and Management

aci environmental will coordinate with the Client and project engineer throughout the environmental process. Coordination includes phone and email conversations, monthly status reports and one meeting. Task 2 is anticipated for 3 months.

Cost of Task 2: \$2,000.00

Cost of Tasks 1 – 2: \$9,500.00

ATTACHMENT 1 - Fee Schedule - LJA

LJA Engineering, Inc. Terrell Lane Extension										
TASK DESCRIPTION	Project Manager	Quality Manager	Senior Engineer	Project Engineer	Engineer-In-Training	Senior Engineer Tech	CADD Operator	Admin/Clerical	TOTAL HRS.	TOTAL LABOR HRS. & COSTS
Task 1 - Data Collection										
Collect Field Data										
Field Visit	2			2	2				6	\$1,240.00
Compile and review available files and data	2	2	2	4	8	4			22	\$4,200.00
HOURS SUB-TOTALS	4	2	2	6	10	4	0	0	28	
CONTRACT RATE PER HOUR	\$260.00	\$260.00	\$240.00	\$210.00	\$150.00	\$160.00	\$140.00	\$85.00		
TOTAL LABOR COSTS	\$1,040.00	\$520.00	\$480.00	\$1,260.00	\$1,500.00	\$640.00	\$0.00	\$0.00		\$5,440.00
SUBTOTAL TASK 1	\$1,040.00	\$520.00	\$480.00	\$1,260.00	\$1,500.00	\$640.00	\$0.00	\$0.00		\$5,440.00
Task 2 - Preliminary Hydraulics/Hydrology										
Preliminary Floodplain Crossing Locations										
Collect latest models and run existing flows	1	1		4	8				14	\$2,560.00
Identify floodplain crossing locations & prepare exhibit	1	1		4	8		8		22	\$3,680.00
Preliminary Culvert Crossing Locations										
Delineate DAs and identify culvert crossing locations	1	1		4	8				14	\$2,560.00
Calculate existing and proposed peak flows	1	1		4	8				14	\$2,560.00
Prepare exhibit with DAs and culvert locations	1	1		4	8		8		22	\$3,680.00
Drainage Sizing and Cost Estimate										
Estimate bridge and BCC sizing	1	1		4	8				14	\$2,560.00
Develop preliminary culvert sizing	1	1		4	8				14	\$2,560.00
Prepare cost estimate of drainage items	2	2		4	8				16	\$3,080.00
HOURS SUB-TOTALS	9	9	0	32	64	0	16	0	130	
CONTRACT RATE PER HOUR	\$260.00	\$260.00	\$240.00	\$210.00	\$150.00	\$160.00	\$140.00	\$85.00		
TOTAL LABOR COSTS	\$2,340.00	\$2,340.00	\$0.00	\$6,720.00	\$9,600.00	\$0.00	\$2,240.00	\$0.00		\$23,240.00
SUBTOTAL TASK 2	\$2,340.00	\$2,340.00	\$0.00	\$6,720.00	\$9,600.00	\$0.00	\$2,240.00	\$0.00		\$23,240.00
Task 3 - Water Quality										
Water Quality Assessment										
Review current City WQ requirements	2	1	2	8	8				21	\$4,140.00
Discuss WQ requirement findings with City	2		2						4	\$1,000.00
HOURS SUB-TOTALS	4	1	4	8	8	0	0	0	25	
CONTRACT RATE PER HOUR	\$260.00	\$260.00	\$240.00	\$210.00	\$150.00	\$160.00	\$140.00	\$85.00		
TOTAL LABOR COSTS	\$1,040.00	\$260.00	\$960.00	\$1,680.00	\$1,200.00	\$0.00	\$0.00	\$0.00		\$5,140.00
SUBTOTAL TASK 3	\$1,040.00	\$260.00	\$960.00	\$1,680.00	\$1,200.00	\$0.00	\$0.00	\$0.00		\$5,140.00
Task 4 - Preliminary Environmental Constraints Evaluation										
Desktop Review (See ACI Fee)										
SUBTOTAL TASK 4										\$9,500.00

ATTACHMENT 1 - Fee Schedule - LJA

LJA Engineering, Inc. Terrell Lane Extension										
TASK DESCRIPTION	Project Manager	Quality Manager	Senior Engineer	Project Engineer	Engineer-In-Training	Senior Engineer Tech	CADD Operator	Admin/ Clerical	TOTAL HRS.	TOTAL LABOR HRS. & COSTS
Task 5 - Traffic Study										
Traffic Counts (see CJ Hensch fee)										\$7,200.00
Ultimate Land Use Calculations & Assumptions	1			4	16				21	\$3,500.00
Traffic Volume Forecast	1			8	8				17	\$3,140.00
Trip Generation	1			4	4				9	\$1,700.00
Trip Distribution	1			14	14				29	\$5,300.00
Traffic Operational Analysis (3 Alternatives) (8 Intersections)										
Traffic Operation Analysis for Existing, Future No Build, and Build Conditions	1		10	28	44				83	\$15,140.00
Proposed Roadway Segment Capacity	1		4	20	20				45	\$8,420.00
Traffic Signal Warrant Analysis	1		2	18	26				47	\$8,420.00
HOURS SUB-TOTALS										
	7	0	16	96	132	0	0	0	251	
CONTRACT RATE PER HOUR										
	\$260.00	\$260.00	\$240.00	\$210.00	\$150.00	\$160.00	\$140.00	\$85.00		
TOTAL LABOR COSTS										
	\$1,820.00	\$0.00	\$3,840.00	\$20,160.00	\$19,800.00	\$0.00	\$0.00	\$0.00		\$45,620.00
SUBTOTAL TASK 5										
	\$1,820.00	\$0.00	\$3,840.00	\$20,160.00	\$19,800.00	\$0.00	\$0.00	\$0.00		\$52,820.00
Task 6 - Preliminary Utility Research										
Research and provide affected utility list	2		2	4	16				24	\$4,240.00
HOURS SUB-TOTALS										
	2	0	2	4	16	0	0	0	24	
CONTRACT RATE PER HOUR										
	\$260.00	\$260.00	\$240.00	\$210.00	\$150.00	\$160.00	\$140.00	\$85.00		
TOTAL LABOR COSTS										
	\$520.00	\$0.00	\$480.00	\$840.00	\$2,400.00	\$0.00	\$0.00	\$0.00		\$4,240.00
SUBTOTAL TASK 6										
	\$520.00	\$0.00	\$480.00	\$840.00	\$2,400.00	\$0.00	\$0.00	\$0.00		\$4,240.00
Task 7 - Constraints Maps										
Develop 3 preliminary exhibits for the 3 alternatives	4	8			16	4	16		48	\$8,400.00
Develop 3 final exhibits for the 3 alternatives	4	8			16	4	16		48	\$8,400.00
HOURS SUB-TOTALS										
	8	16	0	0	32	8	32	0	96	
CONTRACT RATE PER HOUR										
	\$260.00	\$260.00	\$240.00	\$210.00	\$150.00	\$160.00	\$140.00	\$85.00		
TOTAL LABOR COSTS										
	\$2,080.00	\$4,160.00	\$0.00	\$0.00	\$4,800.00	\$1,280.00	\$4,480.00	\$0.00		\$16,800.00
SUBTOTAL TASK 7										
	\$2,080.00	\$4,160.00	\$0.00	\$0.00	\$4,800.00	\$1,280.00	\$4,480.00	\$0.00		\$16,800.00
Task 8 - Preliminary Opinion of Probable Construction Cost										
Prepare preliminary OPCC for 3 alternatives	4	4	4	8	16				36	\$7,120.00
Prepare final OPCC for 3 alternatives	2	2	2	4	8				18	\$3,560.00
HOURS SUB-TOTALS										
	6	6	6	12	24	0	0	0	54	
CONTRACT RATE PER HOUR										
	\$260.00	\$260.00	\$240.00	\$210.00	\$150.00	\$160.00	\$140.00	\$85.00		
TOTAL LABOR COSTS										
	\$1,560.00	\$1,560.00	\$1,440.00	\$2,520.00	\$3,600.00	\$0.00	\$0.00	\$0.00		\$10,680.00
SUBTOTAL TASK 8										
	\$1,560.00	\$1,560.00	\$1,440.00	\$2,520.00	\$3,600.00	\$0.00	\$0.00	\$0.00		\$10,680.00

ATTACHMENT 1 - Fee Schedule - LJA

LJA Engineering, Inc. Terrell Lane Extension										
TASK DESCRIPTION	Project Manager	Quality Manager	Senior Engineer	Project Engineer	Engineer-In-Training	Senior Engineer Tech	CADD Operator	Admin/ Clerical	TOTAL HRS.	TOTAL LABOR HRS. & COSTS
Task 9 - Preliminary Engineering Report (PER)										
Compile results into preliminary PER	4	8	4	16	24			16	72	\$12,400.00
Engineering recommendation on alternative	4	2	2						8	\$2,040.00
Develop final PER based on City comments	2	4	2	8	12			4	32	\$5,860.00
HOURS SUB-TOTALS	10	14	8	24	36	0	0	20	112	
CONTRACT RATE PER HOUR	\$260.00	\$260.00	\$240.00	\$210.00	\$150.00	\$160.00	\$140.00	\$85.00		
TOTAL LABOR COSTS	\$2,600.00	\$3,640.00	\$1,920.00	\$5,040.00	\$5,400.00	\$0.00	\$0.00	\$1,700.00		\$20,300.00
SUBTOTAL TASK 9	\$2,600.00	\$3,640.00	\$1,920.00	\$5,040.00	\$5,400.00	\$0.00	\$0.00	\$1,700.00		\$20,300.00
Task 10 - Project Management/Meetings/Coordination										
Communication with City (calls, emails, etc.)	20			20					40	\$9,400.00
Monthly in-person meetings with City (agendas, meeting minutes)	5		5	5	5			5	25	\$4,725.00
In-person preliminary PER review meeting with City	3		3	3	3				12	\$2,580.00
Public Involvement									0	\$0.00
Stakeholder Coordination (2 meetings assumed)	2			2	2				6	\$1,240.00
Public Meeting/Open House (1 meeting assumed)	5			5	5				15	\$3,100.00
Prepare exhibits and resources for meetings	4			8	16		16	4	48	\$7,700.00
Prepare monthly invoices and progress reports (5 months assumed)								5	5	\$425.00
HOURS SUB-TOTALS	39	0	8	43	31	0	16	14	151	
CONTRACT RATE PER HOUR	\$260.00	\$260.00	\$240.00	\$210.00	\$150.00	\$160.00	\$140.00	\$85.00		
TOTAL LABOR COSTS	\$10,140.00	\$0.00	\$1,920.00	\$9,030.00	\$4,650.00	\$0.00	\$2,240.00	\$1,190.00		\$29,170.00
SUBTOTAL TASK 10	\$10,140.00	\$0.00	\$1,920.00	\$9,030.00	\$4,650.00	\$0.00	\$2,240.00	\$1,190.00		\$29,170.00
GRAND TOTAL	\$23,140.00	\$12,480.00	\$11,040.00	\$47,250.00	\$52,950.00	\$1,920.00	\$8,960.00	\$2,890.00		\$177,330.00

