

**PROFESSIONAL SERVICES AGREEMENT
FOR
WEST SH-130 INTERCEPTOR PHASE I AND II**

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

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

I. DEFINITIONS

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

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

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

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

II. TERM

2.1 Unless sooner terminated in accordance with the provisions of this Agreement, the term of this Agreement shall commence on October 25, 2016 and terminate on December 31, 2018.

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

III. SCOPE OF SERVICES

Consultant agrees to provide the services described in this Article III entitled Scope of Services in exchange for the compensation described in Article IV. Compensation. Scope of Services are detailed in Attachment No. 1 which are incorporated by reference as if written and copied herein.

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

obligation to terminate and may withhold payment for any unsatisfactory work, as stated herein, even should City elect not to terminate.

IV. COMPENSATION TO CONSULTANT

4.1 In consideration of Consultant's performance in a satisfactory and efficient manner, as determined solely by City Manager, of all services and activities set forth in this Agreement, City agrees to pay Consultant an amount not to exceed one million five hundred and seventy-six thousand five hundred and fifty-nine dollars (\$1,576,559.00) as total compensation, to be paid to Consultant as further detailed in Attachment No. 1.

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

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

V. OWNERSHIP OF DOCUMENTS

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

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

VI. RECORDS RETENTION

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

6.2 Consultant shall retain any and all documents produced as a result of services provided hereunder for a period of four (4) years (hereafter referred to as "retention period") from the date of termination of the Agreement. If, at the end of the retention period, there is

litigation or other questions arising from, involving or concerning this documentation or the services provided hereunder, Consultant shall retain the records until the resolution of such litigation or other such questions. Consultant acknowledges and agrees that City shall have access to any and all such documents at any and all times, as deemed necessary by City, during said retention period. City may, at its election, require Consultant to return said documents to City prior to or at the conclusion of said retention.

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

VII. TERMINATION

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

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

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

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

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

7.4.1 Bankruptcy or selling substantially all of company's assets

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

7.4.3 Performing unsatisfactorily

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

7.6 Regardless of how this Agreement is terminated, Consultant shall effect an orderly transfer to City or to such person(s) or firm(s) as the City may designate, at no additional cost to City, all completed or partially completed documents, papers, records, charts, reports, and any other materials or information produced as a result of or pertaining to the services rendered by Consultant, or provided to Consultant, hereunder, regardless of storage medium, if so requested by City, or shall otherwise be retained by Consultant in accordance with Article VI. Records Retention. Any record transfer shall be completed within thirty (30) calendar days of a written request by City and shall be completed at Consultant's sole cost and expense. Payment of compensation due or to become due to Consultant is conditioned upon delivery of all such documents, if requested.

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

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

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

VIII. NOTICE

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

If intended for City, to:

City of Pflugerville
Attn: Tom Word
Assistant City Manager
P.O. Box 589
Pflugerville, Texas 78660

If intended for Consultant, to: DCS Engineering, LLC
Attn: Darren C Strozewski, P.E.
1101 S. Capital of Texas Hwy, Bldg G-100
Austin, Texas 78746

IX. INSURANCE

9.1 Prior to the commencement of any work under this Agreement, Consultant shall furnish copies of all required endorsements and an original completed Certificate(s) of Insurance to the City, which shall be clearly labeled "*West SH-130 Interceptor Phase I and II*" in the Description of Operations block of the Certificate. The original Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept Memorandum of Insurance or Binders as proof of insurance. The original certificate(s) or form must have the agent's original signature, including the signer's company affiliation, title and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the City. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the City. No officer or employee, other than the City Attorney, shall have authority to waive this requirement.

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

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

City of Pflugerville

Insurance Requirements

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

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

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

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

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

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

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

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

- Name the City, its officers, officials, employees, volunteers, and elected representatives as ***additional insured by endorsement under terms satisfactory to the City***, as respects operations and activities of, or on behalf of, the named insured

performed under contract with the City, with the exception of the workers' compensation and professional liability policies;

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

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

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

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

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

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

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

X. INDEMNIFICATION

10.1 CONSULTANT covenants and agrees to INDEMNIFY and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, or liability for damages caused by or resulting from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by the CONSULTANT or the CONSULTANT's agent, CONSULTANT under contract, or another entity over which the CONSULTANT

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

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

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

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

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

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

XI. ASSIGNMENT AND SUBCONTRACTING

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

11.2 It is City's understanding and this Agreement is made in reliance thereon, that Consultant intends to use the following subcontractors in the performance of this Agreement: Inland Geodetics (surveying, potholing, easement exhibits, boundary), Arias (geotechnical engineering and materials testing); Integrated Environmental Solutions (environmental, archeological, Corps of Engineers permitting); and Jones-Heroy & Associates, Inc. (Jones-Heroy). Any deviation from this subcontractor list, whether in the form of deletions, additions or substitutions shall be approved by City of Pflugerville City Council ("City Council"), as evidenced by passage of an ordinance, prior to the provision of any services by said subcontractor.

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

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

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

XII. INDEPENDENT CONTRACTOR

Consultant covenants and agrees that he or she is an independent contractor and not an officer, agent, servant or employee of City; that Consultant shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of respondent superior

shall not apply as between City and Consultant, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating the relationship of employer-employee, principal-agent, partners or joint venturers between City and Consultant. The Parties hereto understand and agree that the City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the Consultant under this Agreement and that the Consultant has no authority to bind the City.

XIII. CONFLICT OF INTEREST

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

13.2 Pursuant to the subsection above, Consultant warrants and certifies, and this Agreement is made in reliance thereon, that it, its officers, employees and agents are neither officers nor employees of the City. Consultant further warrants and certifies that it has tendered to the City a Discretionary Contracts Disclosure Statement in compliance with the City’s Ethics Code.

XIV. AMENDMENTS

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

XV. SEVERABILITY

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

XVI. LICENSES/CERTIFICATIONS

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

XVII. COMPLIANCE

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

XVIII. NONWAIVER OF PERFORMANCE

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

XIX. LAW APPLICABLE

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

19.2 Any legal action or proceeding brought or maintained, directly or indirectly, as a result of this Agreement shall be heard and determined in the City of Pflugerville, Travis County, Texas.

XX. LEGAL AUTHORITY

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

XXI. PARTIES BOUND

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

XXII. CAPTIONS

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

XXIII. INCORPORATION OF EXHIBITS

Each of the Exhibits listed below is an essential part of the Agreement, which governs the rights and duties of the Parties, and shall be interpreted in the order of priority as appears below:

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

XXIV. ENTIRE AGREEMENT

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

XXV. MISCELLANEOUS CITY CODE PROVISIONS

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

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

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

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

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

EXECUTED and AGREED to as of the dates indicated below.

CITY OF
PFLUGERVILLE

CONSULTANT
DCS ENGINEERING, LLC

(Signature)



(Signature)

Printed Name: Brandon E. Wade

Printed Name: Darren Strozewski, P.E.

Title: City Manager

Title: President

Date: _____

Date: 10/18/16

APPROVED AS TO FORM:

George Hyde

City Attorney

DENTON NAVARRO ROCHA BERNAL HYDE & ZECH, P.C.

ATTACHMENT No. 1
City of Pflugerville
West SH-130 Interceptor Phase I and II

In accordance with the Professional Services Agreement for the West SH-130 Interceptor Phase I and II Project between City and Engineer ("Agreement"), City and Engineer agree as follows:

1. Specific Project Data

A. Title: West SH-130 Interceptor Phase I and II

Description:

The Project involves installation of approximately 16,000 feet of 36" to 42" sanitary sewer interceptor pipe along Wilbarger Creek and Gilleland Creek beginning at the intersection of FM 685 and Pflugerville Parkway (i.e. Pflugerville Parkway Lift Station) to the Central WWTP using open cut or 70 ft deep tunneling construction methods; installation of approximately 1,000 feet of 24" sanitary sewer under SH 130 to the east side of SH 130 via bore and jack; and demolition of the Pflugerville Parkway Lift Station. The engineering process will include work needed to evaluate the wastewater interceptor sizing and ultimate service area. Surveying, environmental evaluations of the route, geotechnical, flood plain delineation, permitting, design (civil, structural, electrical, traffic control), bidding, construction administration, and geotechnical materials testing services for the proposed wastewater lines are included in the attached scope of services.

DCS anticipates easement acquisition as part of this project since the majority of the work is anticipated to be outside existing easements, City owned land, or within existing public rights of way. Coordination is included for easements across eleven tracts, two temporary access easements, TXDOT, Travis County, and Toll Road Authority for this project. DCS will work closely with City of Pflugerville to coordinate and support the necessary easement acquisitions for this project.

The engineer's opinion of most probable construction cost for the facilities differ from those presented in the 2013 Wastewater Master Plan. DCS's estimate reflects current market conditions and the conceptual design's scope of construction work required to implement the project. The below project costs will be confirmed in the first step of the below project so that the City can finalize its decision on the exact infrastructure it desires to be constructed. The total engineer's opinion of most probable construction cost including 15% contingency for the interceptors and tunneling, bore and jack of SH 130, temporary lift station, and lift station decommissioning (as outlined in this scope of work) equals \$14,427,000. This construction cost excludes the costs for easement acquisition and their associated professional services which is estimated to add an additional \$800,000 for a construction and easement project cost of \$15,227,000.

B. Number of Construction Contracts: This project is anticipated to be constructed under a single construction contract.

2. Services of Engineer

The Engineer shall provide the following scope of work related to the engineering design of:

- 13,500 linear feet of 36-inch and 42-inch sanitary sewer interceptor by open cut construction or bore and jack
- 2,500 linear feet of 42-inch sanitary sewer interceptor by tunneling with about five 30 ft diameter access shafts.
- 1,000 linear feet of 24-inch sanitary sewer including boring and jacking SH 130
- Reroute 200 linear feet of 24" Southside Interceptor/36" Gilleland Interceptor to proposed junction manhole on end of proposed 42" Wilbarger Creek Interceptor with one gravity line exiting the proposed manhole to the proposed permanent on-site lift station (by others)
- Seven (7) 8-inch to 15" sanitary sewer stub-outs (each 20 ft in length)
- One temporary 1,000 gpm lift station and temporary force main to the Central WWTP Headworks
- Demolition/decommissioning of the Pflugerville Parkway Lift Station and associated 12" forcemain

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ITEM 1.0 - PROJECT MANAGEMENT

- 1.1 **Management Plan**
The ENGINEER shall prepare a Management Plan, which shall include the project Scope of Work, organization responsibilities, communications procedures, schedule, budget, quality control process, and billing.
- 1.2 **Subconsultant Management**
The ENGINEER shall provide management of Subconsultants including coordination of their project services. The list of sub-consultants is included under Section 6.
- 1.3 **Project Meetings**
The ENGINEER shall conduct project meetings to obtain input and decisions from City staff. ENGINEER shall be responsible for developing meeting agendas and shall prepare the material as needed to achieve the meeting objectives. ENGINEER shall prepare meeting minutes and submit them electronically to the City Engineer. Specific meetings planned for project management purposes are as follows:
 - 1.3.1 **Project Kickoff Meeting:** The ENGINEER shall conduct a project kickoff meeting at the City offices to introduce the project team members, review project goals and objectives, discuss project elements and responsibilities, delineate communications procedures, and review the project schedule. ENGINEER shall identify any information needed from City staff to complete the work.
 - 1.3.2 **Preliminary Design Workshop:** The ENGINEER shall conduct a workshop at the City office after submittal of the 30 percent plans. Items to be discussed during the workshop may include, but not be limited to, sanitary sewer alignments, utility conflicts, technical issues, easement acquisition, decisions needed from City staff, etc.
 - 1.3.3 **60 Percent Design Review:** The ENGINEER shall conduct a 60 Percent design review at the City office after submittal and City review of the 60percent plans. The purpose of this meeting is to collect and discuss city comments on the 60 percent design plans, identify any decisions needed from City staff, etc.
 - 1.3.4 **90 Percent Design Review:** The ENGINEER shall conduct a 90 percent design review at the City office after submittal and City review of the 90 percent plans and specifications. The purpose of this meeting is to collect and discuss city comments on the 90 percent design plans, identify any decisions needed from City staff, etc.
 - 1.3.5 **Monthly Status Meetings:** The ENGINEER shall conduct monthly status meetings at the City office during the course of the work. Items to be discussed during the monthly meeting may include, but not be limited to, progress reports, technical issues, policy interpretations, anticipated challenges, decisions needed from City staff, goals, invoices, etc. The City Engineer shall schedule the meetings and may cancel or call for additional meetings as needed.
- 1.4 **Quality Assurance/Quality Control**
The ENGINEER shall provide Quality Assurance/Quality Control by having a senior representative of the ENGINEER review the final plans and specifications with their comments addressed prior to submitting the final review plans and specifications to the City.
- 1.5 **Project Schedule**
The ENGINEER shall prepare a Project Schedule in order to identify the critical path(s) and challenges within the implementation of the Project.
- 1.6 **Engineer's Opinion of Most Probable Cost**
The ENGINEER will prepare an "Opinion of Most Probable Cost" which shall include the estimated construction cost for the interceptor, temporary lift station, and temporary force main at the conclusion of the Preliminary Design, 90% Plan Submittal, and Final Submittal of work. Additional costs will be included for easements and "soft" costs (engineering fees, surveying fees, legal fees, permitting fees, etc.) associated with the final design and easement acquisition.

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ITEM 2.0 - STUDY AND REPORT SERVICES

- 2.1 Rights of Entry shall be performed by the City's third party representative under separate contract. DCS will develop letters and submit them to the third party firm who will establish contact to arrange entry and coordinate easement acquisitions. DCS will research the ownership and mailing address of each property owner along the proposed route(s). The City's third party representative will inform each property owner (prior to mailing the letters) about the importance of gaining access onto their properties in order to conduct field investigations, surveys, soil sampling, etc. through the duration of the engineering work. We have found that when the right of entry is personally discussed with each property owner (in lieu of merely sending them a "form" letter), the property owners are much more amenable to granting the entrance rights. We desire for the City to secure rights of entry as soon as possible after authorization to begin work is given to DCS.
- 2.2 Floodplain Delineation
 - 2.2.1 Cross-Section Determination
 - 2.2.1.1 Survey Cross-Sections at Road Crossings and Creek Flow lines: The ENGINEER will provide surveyed cross-sections at each roadway crossing (with a bridge or culvert structure) in accordance with the guidelines set forth in the Corps of Engineers' "HEC-RAS Manual." This Manual prescribes four cross-sections to be done at each roadway crossing and a roadway profile in order to model the constrictions of the drainage structures. The proposed interceptor includes three (3) roadway crossings (i.e. FM 685, Pflugerville Parkway, and SH 130) that lie within the FEMA 100-year floodplain. At the SH 130 and Wilbarger Creek crossing, there are a total of four bridges to accommodate the two access roads and two main highway lanes. Thus, a total of 6 bridges and 30 cross-sections will be taken to model the road crossings. The average length of each of the cross-sections will be approximately 1,600 feet. At the bridges, topographic information will extend past the abutments and include the bridge deck elevation on both sides of the bridge, deck thickness, centerline of road elevation, pier locations, and pier thickness.
 - 2.2.1.2 Cross-Sections along Channel:
 - 2.2.1.2.1 Surveyed Channel Sections: The ENGINEER will provide surveyed cross-sections along the 11,000 ft length of Wilbarger Creek channel at approximately 1,000 ft intervals between road crossings or at major changes in channel section. The width of each surveyed cross section shall be an average of 1,500 ft. Since the channel is being surveyed along the side of the proposed interceptor, these additional cross-sections will only require data on the side opposite the interceptor at each cross-section location. In addition, the surveyed cross-sections will provide sufficient data to meet FEMA requirements for locating channel cross-sections. It is anticipated that 12 cross-sections will be taken.
 - 2.2.1.2.2 LIDAR Overbank Sections: The ENGINEER is proposing to utilize the CAPCOG LiDAR data for determining the overbank cross-section elevations that will be used to supplement the surveyed channel cross-sections.
 - 2.2.1.3 Channel Profile: The ENGINEER will provide surveyed flow line elevations along the creek at all changes in profile, if present, between the above mentioned 1,000 ft interval cross-sections mentioned in section 2.2.1.2.
 - 2.2.2 Hydrologic Model: The ENGINEER shall calculate the stormwater runoff in Wilbarger Creek for the 100-year storm event utilizing the Corps of Engineers' HEC-HMS computer software. One model will be generated to simulate the 100-year runoff from the existing land use within the drainage basin and one model will be generated to reflect the "ultimate" build-out land use conditions. Land uses will be obtained from the City's existing land use planning maps.

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- 2.2.3 Hydraulic Model: The ENGINEER shall delineate the preliminary 100-year floodplain based upon computations performed using the Corps of Engineers' Hydrologic Engineering Center (HEC) River Analysis Systems (RAS) software.
 - 2.2.4 100-Year Water Surface Profile: Based upon the completion of tasks 2.2.1, 2.2.2, and 2.2.3, above, the ENGINEER shall prepare a profile of the ultimate (i.e. fully developed drainage area condition) 100-year water surface elevation for the approximate 11,000 ft of the main Wilbarger Creek channel which will be used to establish the manhole rim and vent elevations along the proposed interceptor route. Tributaries of Wilbarger Creek will not have elevations established. The beginning of each leg of the tributary from Wilbarger Creek's main channel shall define the limits of the study. ENGINEER will also create a second model which includes the conceptual design for channelizing Wilbarger Creek to remove the various oxbows so that the creek's conveyance and capacity is made more efficient; and thereby allow adjacent acreage to be removed from the future ultimate floodplain. These 100-year water surface elevations will be transposed on top of the first 100-year model run and utilized to establish the horizontal location of the proposed interceptor.
 - 2.2.5 Engineer shall prepare and submit a Letter of Map Revision (LOMR) including requisite supporting documentation and electronic model to the Federal Emergency Management Agency (FEMA) for review and approval of the existing (i.e. existing developed drainage area conditions) 100-year water surface elevation. This LOMR shall cover the area starting approximately 500 ft to the west of FM 685 and end approximately 500 ft to the east SH 130. The FIRM Map Numbers 484530280J and 484530290J shall be updated accordingly once approved by FEMA for Wilbarger Creek from the west side of FM 685 to the east side of SH 130 along Wilbarger Creek. Smaller contributing tributaries along the route will not be included in the LOMR. As development occurs in the Wilbarger Creek watershed, future LOMRs will have to be submitted by others to update the maps to reflect the ultimate 100-year water surface elevations and the tributary 100-year water surface elevations of Wilbarger Creek between FM 685 to SH 130.
 - 2.2.6 A hydraulics and hydrology report will not be produced to document the findings or this work effort as part of this task, other than what is required to obtain the above mentioned LOMR. Electronic files of the models will be conveyed to the City for their use and files.
- 2.3 Wastewater Flows
- 2.3.1 Growth projections, updated land use plan, and living unit equivalent (LUE) densities will be used from City maps. This information will be used in various portions of the proposed engineering effort including ultimate wastewater demands for the proposed 36" and 42" sanitary sewer interceptor and floodplain impervious cover calculations. This project does not include the development of a City land use plan.
 - 2.3.2 The wastewater analysis will include work needed to evaluate the wastewater interceptor sizing, location, service area stub-outs/flow injection points, and entire interceptor service area including the existing developed area and undeveloped areas that will contribute flow during the lifetime of the interceptor. The undeveloped area east of SH 130 which is north and along Pflugerville Parkway and/or served by Falcon Point Lift Station (approximately 430 acres); and the acreage south of this abutting SH 130 (approximately 500 acres) will be evaluated to be conveyed to the Wilbarger Creek Interceptor via the proposed 24" SH 130 interceptor crossing. The ENGINEER shall update the geographic limits and associated wastewater flows (for interceptor sizing/design purposes related to temporary or permanent capacity) that were included in the Wastewater Master Plan dated March 2008. Land uses will be used from the City's current land use maps. Land uses with densities will be confirmed with the City along the SH 130 and SH 45 corridors to include potential multi-story office buildings. The update will be based on changes in the data and other considerations originally used in the above report. The updated wastewater flows will be modeled to calculate the capacity for the proposed wastewater interceptors at critical points along the route to the Central WWTP to confirm pipe size, depth,

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- and slope are adequate to serve the sub-basins. Updated subbasin GIS shape files will be supplied to the City upon completion of this task.
- 2.3.3 The City will electronically convey the geographic information system (GIS) shape files containing the above information for use by ENGINEER.
- 2.4 **Route Wastewater Interceptor and Temporary Lift Station/Forcemain**
- 2.4.1 The ENGINEER will research and obtain applicable documents for ownership, deeds, utility or other easements within subject parcels, and public right-of-ways for use in establishing the routes of the interceptor.
- 2.4.2 The ENGINEER will prepare a schematic map of the proposed routes utilizing CAPCOG aerial photographs, City of Pflugerville Lidar data, City GIS data, FEMA floodplain delineation, parcel maps, preliminary design considerations, and record drawings of previous infrastructure projects in the vicinity. Based on this work, the ENGINEER and City will define routes for the interceptors and sewer stub-outs.
- 2.4.3 Utilizing the latitude and longitude coordinates obtained from above, the ENGINEER will hike the alignments using a handheld GPS, and field stake the recommended alignments for review with each property owner. ENGINEER will make adjustments to the field staked alignment based upon field observations and property owner input. The ENGINEER will document the alignment with digital photographs for future reference.
- 2.4.4 The ENGINEER shall coordinate with the official maps for the Edwards Aquifer Recharge and Transition Zones located at TCEQ and the Edwards Underground Water District.
- 2.4.5 The ENGINEER shall coordinate the interceptor design with plans and specifications (design completed or underway by others) to serve the southeast corner of the SH 130 and Pflugerville Parkway. City shall provide ENGINEER with one copy of the plans and specifications for this project so that it can be served by a proposed 24" sanitary sewer to be installed via bore and jack under SH 130 as part of this interceptor project.
- 2.5 **Reclaimed Waterline Easement Evaluation**
- 2.5.1 The ENGINEER will evaluate the proposed interceptor alignments for the cost/benefit to the City for expanding the easement width (today) to accommodate a future parallel reclaimed water line to serve the Pecan Street, SH 130, FM 685, Pflugerville Parkway, and Pfluger Farm Lane corridors.
- 2.5.2 If the interceptor route meets the needs of a future Reclaimed Water System waterline and the City elects, the final design of the proposed interceptor easement will be expanded to accommodate a future reclaimed waterline.
- 2.5.3 The design of a reclaimed waterline including any bore and jacking of existing right of ways is specifically excluded from this proposal. If the City elects at a future date to add this to the scope of work, a separate scope and fee will be developed. For efficiency, the City may consider adding this waterline to the interceptor plans and bidding the reclaimed waterline as an add alternate item in the interceptor project.
- 2.6 **Temporary Lift Station and Interceptor Activation Plan**
- 2.6.1 The ENGINEER will evaluate alternatives to provide temporary lift station pumping capacity to convey flows into the Central WWTP from the proposed interceptor prior to the new proposed permanent on-site lift station being activated. This effort will include routing a temporary forcemain to the existing and/or proposed headworks of the Central WWTP without restricting access for WWTP construction or plant operations. Alternatives will be discussed with the City and the ENGINEER's recommendation clearly provided.
- 2.6.2 The ENGINEER will evaluate alternatives to decommission the Pflugerville Parkway Lift Station, 12" forcemain, and demolition of site improvements while maintaining wastewater service. Equipment, piping, valving, or appurtenances in good condition will be identified for salvaging and retention by the City for future use. City shall provide O&M manuals, record drawings, equipment submittals, and pump curves for this lift station to DCS. Alternatives will be discussed with the City and the ENGINEER's recommendation clearly provided.

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- 2.6.3 ENGINEER shall incorporate into the Technical Memorandum and Final Design the measures required to serve developments which come on-line and require wastewater service prior to the completion of the interceptor and/or new on-site permanent lift station. Infrastructure, phasing, and a sequence of construction plan to accommodate the selected scenario will be identified in the technical memorandum under Item 2 of this Task Order. The plan will also identify activation time frames for new systems to come on-line and begin operating; and identify specific details requiring attention for a smooth transition.
- 2.7 Technical Memorandum
- 2.7.1 The ENGINEER shall prepare a Technical Memorandum summarizing the findings and alternatives for the proposed 36" and 42" interceptor including approximately 2,500 ft of up to about 75 ft deep tunneling, 8" to 15" sanitary sewer stub-outs, service to the southeast corner of SH 130 and Pflugerville Parkway with associated ultimate service area, temporary lift station at the Central WWTP site on the end of the proposed interceptor, temporary forcemain, decommissioning of the Pflugerville Parkway Lift Station, and reclaimed waterline easement provisions. Potential challenges and recommendations for the implementation of the Project with respect to the existing wastewater facilities will be identified.
- 2.7.2 The Technical Memorandum will include the evaluation of the wastewater interceptor sizing and specifically defining the ultimate service area for this interceptor with its associated LUE capacity using 270 gpd/LUE. The ENGINEER shall update the service area's geographic limits and associated wastewater flows (for interceptor sizing/design purposes) that were originally included in the March 2008 Wastewater Master Plan. The updated wastewater interceptor alignment and associated flows down to the Central WWTP will include pipe size, depth, and slopes adequate to serve this service area's sub-basins.
- 2.7.3 For each of the facilities to be constructed under this project and Item 2.0, the Engineer shall prepare and submit conceptual alignments clearly illustrating the facilities proposed, site locations and layouts contemplated. The technical memorandum shall include the selected route and an Engineer's Opinion of Probable Cost for each facility. Upon inclusion of comments from City staff, ENGINEER shall complete the technical memorandum based on the comments, then submit ten (10) copies of the final memorandum. ENGINEER shall prepare a power point presentation (up to 15 slides) summarizing the findings for presentation by City Staff to City Council at one council meeting.

ITEM 3.0 - PRELIMINARY DESIGN SERVICES

- 3.1 Surveying
- 3.1.1 Topographic Survey – Prepare a topographic survey of the adjusted routes as defined in the Technical Memorandum, Item 2.7. As part of the easement and topographic survey, street, and highway right of ways; and property boundaries will be established as required for easement preparation. All surface features will be located along with underground utilities as marked in the field by the Texas One-Call System. This survey scope of work is based on the below items:
- a. Wastewater Interceptor to Central WWTP: 16,000 linear feet comprised of a 150 ft width for the entire route. Obtaining the top bank on only the east side of Wilbarger Creek along the entire route of the interceptor from the Pflugerville Parkway Lift Station to the west side bridges at SH 130 is included. This effort includes surveying the existing Pflugerville Parkway Lift Station site for decommissioning continuously along the route to the Northwest corner of the Central WWTP site in proximity of the existing on-site lift station. The full width of Pflugerville Parkway (along the interceptor route) will be surveyed due to the congestion of exist wet and dry utilities in this area.
 - b. Sanitary Sewer to Southeast Corner of SH 130 and Pflugerville Parkway: 1,000 linear feet with a 150 ft width for the entire route across SH 130.
 - c. Sanitary Sewer Stub-outs: Topographic surveying of these future extensions is specifically excluded from this proposal. The ENGINEER shall use City Lidar data in his preliminary

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design of these stub-outs to confirm ample depth is provided to achieve service to the far reaches of the individual sub-basins of the interceptor's service area that the stub-outs are intended to serve.

- 3.1.2 Prepare Easements – Prepare a metes and bounds description along with an accompanying drawing of each temporary and permanent easement to be used as an attachment to each easement document (as prepared by the City's legal counsel and/or easement acquisition firm). This proposal is limited to the acquisition of a total of 13 easements for the interceptor, sanitary sewer stub-outs, and construction access. If additional easements are deemed necessary for the project, then additional scopes and fees will be prepared for the quantity of additional easements that are required. Temporary and permanent easement limits will not be staked in the field as part of this work.
 - 3.1.3 Borehole locations from the geotechnical investigation will be surveyed at the time the topographic survey is conducted.
 - 3.1.4 Three permanent benchmarks shall be established for the project using existing structures (i.e. bridges, inlets, headwalls, etc) or set in new poured concrete posts that are approximately eight feet deep. The locations will be coordinated and agreed to with the City during this phase of the work. These permanent bench marks shall be used in proposed and future construction projects. Horizontal control shall be on the Texas State Plane Coordinate System, NAD 83, Central Zone Grid Coordinates by utilizing GPS static observations and OPUS solutions to achieve second-order accuracy. The vertical control shall be based on NAVD 88 vertical datum by utilizing GPS static observations. A brass survey cap including permanent magnet, a minimum of 2" diameter, shall be cast, epoxied, or grouted into the top of the structure. The following information shall be stamped into the survey cap: a) precise northing and easting marking the point being monumented, b) registration number of the surveyor in charge, and c) monument number assigned by the City.
 - 3.1.5 The survey shall also include the establishment of temporary benchmarks with horizontal and vertical control points using the same coordinate system.
 - 3.1.6 Bridge and stream cross sections shall be obtained as described under Item 2.2 above.
 - 3.1.7 A tree survey shall be conducted in accordance with the City of Pflugerville standard requirements for 8" diameter trees and larger. For areas where the interceptor work will be in proximity to, but will not have the potential to demolish existing trees, the brush lines/tree line shall be obtained.
 - 3.1.8 Utility Potholing – Potholing of existing utilities in unpaved areas to confirm horizontal and vertical locations is specifically excluded from this scope of work. If potholing is deemed necessary during the project, then a contract amendment will be necessary. If potholing is performed, locations will be based on record drawing locations of existing wet utility lines. No dry utilities (phone, cable, gas, electric) will be potholed. The pothole locations will be surveyed by the project surveyor.
 - 3.1.9 The topographic surveying work scope and fee have been based on field work occurring between November 1, 2016 and April 1, 2017 to take advantage of the reduced effort to conduct surveying activities during the fall/winter when vegetation is defoliated or dormant (i.e. prior to the spring 2017 leaf-out). If the field work for the topographic surveying falls outside this timeframe, then a contract amendment will be necessary for the increased field labor required to perform the work.
- 3.2 Geotechnical Investigation
- 3.2.1 The ENGINEER will manage and coordinate the efforts of the Geotechnical Engineer (Arias & Associates, Inc.) for the geotechnical analysis for the Project. Boreholes shall be drilled at eighteen (18) strategic locations to a depth of up to 80 ft below natural ground along the route in order to establish the basis of design for the pipeline, trench design, embedment, backfill, manholes, tunneling operations, and bore & jack operations across SH-130, and appurtenances. Three (3) of these borings will be drilled to a 20 ft depth; three (3) to a depth of 25 ft; six (6) to a

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depth of 30 ft; three (3) to a depth of 60 ft; and three (3) to a depth of 80 ft for the interceptor spaced at about 1,000 foot intervals. Total drilled depth is 730 ft. Geotechnical Engineer shall provide soil data required to calculate a recommendation on pipe stiffness and embedment to be used for the various depths of bury. The pipelines are anticipated to be constructed in Austin Limestone or Taylor Clay. Groundwater depths and cave in depths will be recorded and included in the report for all the bores.

- 3.2.2 One of the above borings for the interceptor will be located at the location of the proposed temporary lift station (located in an interceptor manhole) and drilled to a depth of 50 ft.
- 3.2.3 The Geotechnical Engineer shall provide recommendations for precast concrete manholes and fiberglass reinforced manholes via open cut construction on the interceptor. The last manhole shall be utilized as a temporary lift station.
- 3.2.4 An approximate 700 ft SH-130 bore & jack construction; and an approximate 2,500 ft of tunneling construction are anticipated as part of this project. The Geotechnical Engineer shall prepare three (3) separate reports for use in the design and construction of the interceptor which will further detail the soil conditions for the basis of design, bidding, and construction. The three reports include: a Geotechnical Design Memorandum (GDM), a Geotechnical Data Report (GDR), and a Geotechnical Baseline Report (GBR) as detailed in the City of Austin's "Requirements for Geotechnical Investigations for Pipeline Projects" which is included here by reference in its entirety.

3.3 Environmental Considerations

The ENGINEER shall conduct environmental evaluations of the proposed interceptor route related to Section 404 permitting, endangered species, and archeology.

3.3.1 Section 404 Permitting

The ENGINEER shall determine the impacts to jurisdictional areas and regulatory permitting requirements as a result of the proposed interceptor. An on-site investigation will be required to conduct a jurisdictional determination for the presence of waters of the U.S. regulated under Section 404 of the Clean Water Act. The purpose of the jurisdictional determination is to identify waters of the U.S. as outlined in the U.S. Army Corps of Engineers' (USACE) Regulatory Program Regulations Section 33 CFR 328.2 that may be potentially impacted by the proposed facility.

ENGINEER shall provide a preliminary jurisdictional determination (PJD) report identifying any jurisdictional water of the U.S. To provide the PJD report, ENGINEER will perform the following subtasks:

- a. Investigate the proposed project routes and delineate all waters of the U.S. including their adjacent wetlands;
- b. Locate all jurisdictional waters and adjacent wetlands and delineate with a handheld GPS device;
- c. Prepare a PJD report including maps of delineated jurisdictional areas;
- d. Identify and quantify potential impacts to waters of the U.S. including wetlands;
- e. Provide a summary letter detailing Section 404 permitting options, if potential impacts to jurisdictional areas are identified.
- f. ENGINEER shall coordinate Section 404 permitting with the USACE, if notification to the USACE for a 404 permit is required for the project. This project is expected to be permitted under *Nationwide Permit No. 12 – Utility Line Activities*. IES will prepare a pre-construction notification for submittal to the U.S. Army Corps of Engineers (USACE), if necessary. This task will include coordination with the USACE in order to obtain the 404 nationwide permit, which would include compliance with the general conditions for nationwide permits such as archaeological survey, coordination with other state and federal review agencies as necessary, and a mitigation plan detailing compensatory mitigation proposed for impacts to jurisdictional waters of the U.S., if necessary.

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- g. If an Individual 404 Permit is required, additional budget requirements will be identified and covered by a contract amendment.
- 3.3.2 **Endangered Species**
The ENGINEER shall manage and direct the Environmental Consultant to provide to the City of Pflugerville a letter report of an assessment for any potential threatened or endangered species as listed by the U.S. Fish and Wildlife Service and state natural resources as defined by the Texas Parks and Wildlife Department .
- 3.3.3 **Archeological Survey**
The ENGINEER shall manage and direct the Environmental Consultant to perform an archeological survey along the route and at the lift station site in compliance the Texas Antiquities Code and the National Historic Preservation Act..
- 3.3.4 **City/County Ordinances and Regulations**
The ENGINEER shall review the ordinances, guidelines, and regulations of the City of Pflugerville and Travis County to determine and/or verify that the proposed interceptor is in compliance with such rules and regulations. The pipeline corridors will be surveyed for the presence of unusual soil discoloration, vegetation anomalies, or unusual odors from the proposed easement and adjacent tracts that could indicate hazardous materials contamination. Should any of these conditions be observed during the survey, the ENGINEER may recommend that a Phase I Environmental Site Assessment be conducted according to current standards of ASTM International under separate scope and budget.
- 3.4 **Easement Requirements**
 - 3.4.1 **Easement Identification**
The ENGINEER will identify the land parcels, tracts, and lots from which easements will be required. A map will be prepared identifying each affected tract of land with a unique identifier and will include the current ownership, acreage, and recordation information based upon deed records obtained from the Travis County Appraisal District.
 - 3.4.2 **Easement Width Recommendations**
Based upon the preliminary plan and profile of the interceptor and potential reclaimed waterline following the alignment of interceptor, the ENGINEER will recommend minimum easement widths required along the alignments of the Project. These easements and their corresponding widths will be clearly depicted on the preliminary plan view/layout drawings.
 - 3.4.3 **Preparation of the Easement Document**
The City or its third party representative will meet with land owners, negotiate easement terms, coordinate, manage, and direct the preparation of the easement document for review, comment, approval from Pflugerville's City Attorney, and submit easement documents for official filing. The ENGINEER will provide the easement exhibit as described in this scope of work for attachment to this document.
 - 3.4.4 **Preliminary Estimate of Land Values**
The City will work with their Land Appraiser to prepare a preliminary estimate of the land values and associated easement values for the Project. The ENGINEER will obtain these easement values from the City for inclusion in the project's overall cost.
 - 3.4.5 **Landowner Meetings**
The City or its third party representative will meet with each affected property owner along the route of the interceptor to discuss the merits or concerns of the alignment. ENGINEER will incorporate results of these meetings into design of the project.
 - 3.4.6 **Interceptor Route Adjustments**
Based upon the outcome of the landowner meetings described in 3.4.5, appropriate alignment adjustments may be made where deemed possible and/or practical to accommodate the property owners.

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- 3.4.7 Attorney Services
During the course of the Work, the need for additional services related to the right of entry described above may be identified which require the services of a real property attorney. These potential services will be provided and paid for by the City.
- 3.4.8 Additional Services
This proposal does not include services related to the condemnation of any of the easements. If condemnation proceedings do occur, then we will negotiate said services at the appropriate time.
- 3.5 Coordination with Regulatory Agencies, Private Utilities, and Potential Utility Customers
- 3.5.1 Regulatory Agencies
The ENGINEER shall identify the regulatory agencies for which permitting of construction activities will be required and shall meet with, and coordinate with these agencies to brief them on the particulars associated with this Project and gather permitting information which will be useful in ordinance compliance and final design. The ENGINEER will prepare and process permits required by outside agencies. The City shall be responsible for permit fees and signatures as necessary for processing. Travis County, TXDOT, SH 130 Toll Road Authority, TCEQ, Manville WSC, and the City of Pflugerville will be coordinated with for work within right of ways regarding proposed interceptor.
- 3.5.2 Travis County
The ENGINEER shall coordinate crossings of Travis County right-of-ways with the Area Engineer in order to brief them on the Project and to determine if they have any concerns or objections regarding the proposed construction. The County's concerns will be incorporated into the preliminary and final design of the interceptor.
- 3.5.3 Texas Department of Transportation and Toll Road Authority
The ENGINEER shall coordinate crossings of TxDOT and Toll Road Authority highways with the Area Engineer's Office in order to brief them on the Project and to determine if they have any concerns or objections regarding the proposed construction. Concerns will be incorporated into the preliminary and final design of the interceptor.
- 3.5.4 Private Utility Companies (Gas, Electric, Telephone, and Cable)
The ENGINEER shall review the preliminary interceptor plans with each private utility to clearly set forth the project objectives and to determine if any utility has any concerns or objections. Effort will be expended to resolve any potential conflicts as well as to absolve the concerns and/or objections.
- 3.5.5 Potable Water Providers
The ENGINEER shall review the preliminary interceptor plans with Manville WSC to clearly set forth the project objectives and to determine if there are any concerns or objections. Effort will be expended to resolve any potential conflicts as well as to absolve the concerns and/or objections.
- 3.5.6 Developments Adjacent to Proposed Interceptor
The ENGINEER will coordinate with the Owners of proposed developments along the interceptor route for desired service by the proposed interceptor.
- 3.6 Interceptor and Sanitary Sewer Stub-out Preliminary Design
- 3.6.1 The ENGINEER shall prepare a plan and profile of the proposed interceptor based upon the horizontal alignment, topographic survey, existing easements, proposed easements, and property boundaries for review with the City. The route will be based upon the one established under Item 2 of this scope.
- 3.6.2 The ENGINEER shall prepare a plan and profile of the sanitary sewer stub-out to the edge of the 100-year floodplain furthest away from the interceptor at seven (7) locations along the route of the proposed interceptor based upon the horizontal alignment, topographic survey, Lidar data (for areas beyond the limits of the survey), existing easements, proposed easements, and property boundaries for review with the City. The stub-out locations will be based upon those

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City of Pflugerville
West SH-130 Interceptor Phase I and II

- established under Item 2 of this scope. It should be noted here that only a 20 ft pipe stub-out will be included in the construction plans with a plug.
- 3.6.3 Utilizing the criteria set forth in City Design Standards and compliant with the TCEQ's Chapter 217, "Design Criteria for Domestic Wastewater Systems," the ENGINEER will verify pipe diameter(s) required for each segment of the interceptor as established under Item 2 of this Task Order.
 - 3.6.4 The ENGINEER will evaluate various possible pipe and manhole materials including an analysis of the pros and cons involved with each alternative used to establish the Engineer's recommendation.
 - 3.6.5 The ENGINEER shall evaluate various alternatives and set forth recommendations for the following:
 - 3.6.5.1 Trench design
 - 3.6.5.2 Embedment and backfill materials and methods
 - 3.6.5.3 Jacking, boring, tunneling, and horizontal drilling operations
 - 3.6.6 The ENGINEER shall perform calculations to determine the pipe stiffness(es) recommended for pipe material(s) based upon bury depth, trench configuration, and embedment method.
 - 3.6.7 The ENGINEER shall evaluate testing methods and acceptance criteria used to establish recommendations to be incorporated into the "Technical Specifications."
 - 3.6.8 The ENGINEER shall prepare an outline of the "Technical Specifications" and prepare a summary/briefing of the specifications recommended for the Project.
- 3.7 Temporary Lift Station and Forcemain Preliminary Design
The ENGINEER shall prepare a site plan layout for one temporary 1,000 gpm lift station with temporary forcemain. Lift station services will include design of civil, structural, and electrical engineering plans and specifications. The lift station location and forcemain route will be based upon those established under Item 2 of this scope.
- 3.8 Preliminary plans and profiles, preliminary details, preliminary technical specifications, and a preliminary Engineer's Opinion of Probable Cost will be provided to the City to conclude the efforts defined under Item 3. Upon review by the City, ENGINEER will include City staff comments and move forward into the final design phase.

ITEM 4.0 - FINAL DESIGN SERVICES

- 4.1 ENGINEER shall evaluate testing methods and acceptance criteria and clearly set forth recommendations to be incorporated into the "Technical Specifications."
- 4.2 Prepare plans and specifications (contract documents) for construction of facilities enumerated in the above Technical Memorandum under Item 2.0 and Preliminary Design under Item 3.0 as authorized by the City. Half size drawings (i.e. 11" x 17" drawings) and project manual (i.e. specification book) will be produced for this project. Plans and specifications shall be per the City's Uniform Development Code (latest edition) and Engineering Design Guidelines & Construction Standards (latest edition) and all updates of these standards up to the time of the beginning of the bidding phase.
- 4.3 Prepare traffic control plans in those areas deemed necessary. Traffic control layouts and details will be included in the plan set(s).
- 4.4 Submit required information and/or plans and specifications to obtain approval or permits from TXDOT, Corps of Engineers, Federal Emergency Management Agency, TCEQ (wastewater department) Travis County, Manville WSC, and City of Pflugerville for the proposed sanitary sewer line.
- 4.5 Scope includes the effort to coordinate with the Central WWTP expansion project's engineer for the termination of the proposed interceptor and associated rerouting of existing interceptors into the proposed interceptor which ultimately terminates at the new permanent lift station.
- 4.6 Deliverables:
 - 4.6.1 60 Percent Design Submittal: The 60 Percent design submittal will include plans only.

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West SH-130 Interceptor Phase I and II

- 4.6.2 90 Percent Design Submittal: The 90 Percent design submittal will include plans, specifications, and 90% Engineer's Opinion of Probable Construction Cost.
- 4.6.3 Final Submittal: The final submittal will include final plans, specifications, and Engineer's Opinion of Probable Construction Cost.

ITEM 5.0 - BIDDING SERVICES

- 5.1 Assist the City in receiving bids from General Contractors for this project. Work will include conducting a prebid meeting with the Contractors to review the scope of work as presented on the contract documents described above. Addenda to the bid documents shall be generated as required to address Contractor comments or questions. Additional costs for advertising are not included in this fee proposal and will be billed separately, if required.
- 5.2 The bid documents will be structured to have one bid for the Project.
- 5.3 Civcast will be utilized to maintain the plan holder and distribution lists. Civcast will provide bid packages to the Contractors at no cost. DCS will provide PDF copies of the plans and specification book to Civcast for their use.
- 5.4 Assist the City in the opening and tabulation of bids for construction of the Project, and consult with the City as to the proper action to be taken, based on the engineering considerations involved.
- 5.5 Assist in the preparation of formal Contract Documents, perform the bid tabulation, and letter of recommendation of award for Contractor.

ITEM 6.0 - CONSTRUCTION PHASE SERVICES

- 6.1 Coordinate and oversee the participation in a Pre-construction conference for the Project to be held at the beginning of construction at the City Engineer's office. Oversee
- 6.2 Review samples, catalog data, schedules, shop drawings, laboratory, shop and mill tests of material and equipment and other data which the contractor submits. This review is for the benefit of the City and covers only general conformance with the information given by the Contract Documents. The contractor is to review and stamp his approval on submittals prior to submitting to Engineer, and review by the Engineer does not relieve the contractor of any responsibility such as dimensions to be confirmed and correlated at the job site, appropriate safety measures to protect workers and the public, or the necessity to construct a complete and workable facility in accordance with Contract Documents.
- 6.3 Administer monthly construction status meetings and conduct site visit on the same day. Review and recommend for approval Contractor pay request applications. Perform construction management duties for overall project that normally arise during daily construction activities.
- 6.4 Conduct, in company with the City, a final inspection of the Project for compliance with the Contract Documents, and submit recommendations concerning project status, as it may affect City's final payment to the contractors.
- 6.5 Prepare record drawings and provide two copies to City. Furnish one electronic copy on CD and one 11 x 17 copy of the record drawings to the City.
- 6.6 Resident Project Representative services are specifically excluded from this scope of work. Therefore, daily or weekly inspection of the work will not be conducted by DCS. In accordance with City requirements, the City of Pflugerville's Resident Project Representatives will be performing these duties on this project.
- 6.7 DCS shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor or the safety precautions and programs incident to the work of the Contractor. DCS shall not guarantee the performance of the Contractor nor be responsible for the acts, errors, omissions or the failure of the Contractor to perform the construction work in accordance with the Contract Documents.
- 6.8 Construction Staking – Temporary and permanent easement limits will not be staked in the field as part of this work. Construction layout, cut sheets, and staking for line and grade are specifically excluded from this scope of work and shall be provided and paid for by the construction contractor.

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City of Pflugerville
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6.9 Construction Materials Testing - Construction materials testing will be performed by Arias & Associates, Inc per the utility testing requirements included in the City's standard construction notes. The costs for all failing tests will be paid for by the Contractor. Construction materials testing will be performed per the utility testing requirements included in the City's standard construction notes.

3. Owner's Responsibilities

- A. Owner shall provide the topographic survey obtained for the Central WWTP plant expansion. The files shall include raw survey data of any topographic information, surface features, established property lines, identified utility easements, existing underground piping and electrical duct banks, proposed facilities, proposed piping and electrical duct banks, etc. This data shall be provided in electronic format (i.e. AutoCAD) for use in coordinating the location of the end of the proposed sanitary sewer interceptor being designed by DCS.
- B. Owner shall be responsible for permit fees and signatures as necessary for processing.
- C. Owner shall provide record drawings and geotechnical reports for City roadways and utilities in proximity to or which the proposed project crosses.
- D. Per the Easement Requirements discussion in Item 2.1 above, the City or its third party representative will meet with land owners, negotiate easement terms based on DCS's recommendations. DCS will coordinate, manage, and direct the preparation of the easement document for review, comment, approval from Pflugerville's City Attorney. The City will submit easement documents for official filing. The City will work with their Land Appraiser to prepare a preliminary estimate of the land values and associated easement values for the Project. Services of a real property attorney, if required will be provided and paid for by the City.
- E. City or its third party representative shall obtain permission from the land owners for the right of entry to the properties to conduct the activities outlined in this proposal. DCS shall prepare the right of entry letter(s) outlining the easement and/or proposed scope of work which will be sent by the City to the land owner(s).

4. Times for Rendering Services

- A. Consultant shall have those responsibilities set forth in Article II of the Professional Services Agreement.
- B. Authorization to Proceed: Signing of this Agreement for services shall be authorization by the Owner for DCS to proceed with the work.
- C. The timeline is based on receiving the notice to proceed by November 1, 2016. Construction will reach substantial completion by September 1, 2018 and a final completion date by October 1, 2018 which includes the average number of rain days per month experienced in Central Texas. Substantial completion will be defined in the bid documents to the Contractor as the interceptor and temporary lift station being capable of safely, reliably and consistently conveying raw sewage into the headworks of the Central WWTP.
- D. The services for the study and report phase (two months), preliminary design (two months), final design (5 months), client review and response to comments (two months), bidding and award (two months), and construction (ten months) will be performed over a total of 23 months with completion dates as noted below.

• Notice to Proceed	Issued by November 1, 2016
• Study and Report Phase	Complete by January 1, 2017
• Preliminary Design	Complete by March 1, 2017
• Final Design – 90% Design Submittal	Complete by August 1, 2017
• Client 90% Design Review	Comments to DCS by September 1, 2017
• Final Design – 100% Design Submittal	Complete by October 1, 2017
• Advertisement	October 1, 2017
• Bid Opening	November 1, 2017
• Award	December 1, 2017
• Contractor's Notice to Proceed	December 5, 2017
• Substantial Construction Completion	September 1, 2018

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City of Pflugerville
West SH-130 Interceptor Phase I and II

- Final Construction Completion/Close-out October 1, 2018

5. Payments to Engineer

- A. City shall pay Engineer for services rendered as follows: DCS Engineering, LLC will invoice monthly for services rendered the preceding month based on the percentage of services completed. City shall pay DCS Engineering, LLC within 30 days for the services rendered and invoiced.
- B. Lump Sum Fee: We propose to provide the services described above on a lump sum or time and material fee basis as identified in the attached Table No. 1 – Schedule of Fees.
- C. The terms of payment are set forth in Article IV of the Professional Services Agreement and Attachment No. 1.

6. SubConsultants:

- A. Surveying – Inland Geodetics, LLC
- B. Geotechnical Engineer – Arias & Associates, Inc.
- C. Floodplain Delineation – Jones-Heroy & Associates, Inc.
- D. Environmental & Archeological – Integrated Environmental Solutions, LLC.

7. Other Modifications to Agreement:

None

Table No. 1 - Schedule of Fees
West SH-130 Interceptor Phase I and II
City of Pflugerville

DCS Task No.	Scope Item	Proposed Fees						Compensation for Services
		DCS	Inland Geodetics	Arias	Integrated Environmental Solutions	Jones-Heroy	Compensation Method	
1.0	Project Management							
	1.1 Management Plan	2,500	-	-	-	-	-	2,500
	1.2 Subconsultant Management	25,000	-	-	-	-	-	25,000
	1.3 Project Meetings							
	1.3.1 Project Kickoff Meeting	3,500	-	-	-	-	-	3,500
	1.3.2 Preliminary Design Workshop	7,500	-	-	-	-	-	7,500
	1.3.3 60 Percent Design Review	3,500	-	-	-	-	-	3,500
	1.3.4 90 Percent Design Review	3,500	-	-	-	-	-	3,500
	1.3.5 Monthly Status Meetings	31,000	-	-	-	-	-	31,000
	1.4 Quality Assurance/Quality Control	9,500	-	-	-	-	-	9,500
	1.5 Project Schedule	1,500	-	-	-	-	-	1,500
	1.6 Engineer's Opinion of Most Probable Cost							
	Sub-Total	87,500	-	-	-	-	-	87,500
2.0	Study and Report Services							
	2.1 Rights of Entry for Anticipated Easements	6,500	450	-	-	-	-	6,950
	2.2 Floodplain Delineation	3,500	-	-	-	3,640	-	7,140
	2.2.1 Cross-Section Determination	-	9,408	-	-	4,480	-	13,888
	2.2.2 Hydrologic Model: Stormwater	-	2,320	-	-	9,760	-	12,080
	2.2.3 Hydraulic Model: 100-year Floodplain	-	-	-	-	17,120	-	17,120
	2.2.4 100-Year Water Surface Profile	-	-	-	-	6,880	-	6,880
	2.2.5 Engineer shall prepare and submit a Letter of Map Revision (LOMR)	-	-	-	-	15,120	-	15,120
	2.3 Wastewater Flows							
	2.3.1 Growth Projections	42,500	-	-	-	-	-	42,500
	2.3.2 The wastewater interceptor sizing, location, service area stub-outs	40,600	-	-	-	-	-	40,600
	2.3.3 Deliver GIS Files	2,500	-	-	-	-	-	2,500
	2.4 Route Wastewater Interceptor and Temporary Lift Station/Force-main							
	2.4.1 Land Ownership and Easement Research	1,500	-	-	-	-	-	1,500
	2.4.2 Schematic Map of Proposed Route	3,500	-	-	-	-	-	3,500
	2.4.3 Field Staking of Alignments	-	-	-	-	-	-	-
	2.4.4 Edwards Aquifer Coordination	1,750	-	-	-	-	-	1,750
	2.4.5 Coordination of Interceptor Tie-ins East side of SH 130	3,500	-	-	-	-	-	3,500
	2.5 Reclaimed Waterline Easement Evaluation							
	2.5.1 Easement Evaluation for Future Reclaimed Water	1,250	-	-	-	-	-	1,250
	2.5.2 Easement Expansion	750	-	-	-	-	-	750
	2.5.3 Exclusion of Reclaimed Water Line Design	-	-	-	-	-	-	-
	2.6 Temporary Lift Station and Interceptor Activation Plan							
	2.6.1 Temporary Lift Station Alternative Analysis	4,500	-	-	-	-	-	4,500
	2.6.2 Pflugerville Parkway Lift Station Decommissioning Analysis	5,500	-	-	-	-	-	5,500
	2.6.3 Temporary Lift Station Activation Plan and Construction Sequencing	3,000	-	-	-	-	-	3,000
	2.7 Technical Memorandum							
	2.7.1 Findings and Alternatives for Proposed WW Lines	16,500	-	-	-	-	-	16,500
	2.7.2 Evaluation of WW Interceptor Sizing and Service Area	5,500	-	-	-	-	-	5,500
	2.7.3 Engineer's Opinion of Probable Cost for each facility	13,500	-	-	-	-	-	13,500
	Sub-Total	156,350	12,178	-	-	57,000	-	225,528
3.0	Preliminary Design Services							
	3.1 Surveying							
	3.1.1 Topographic Survey	-	3,528	-	-	-	-	3,528
	3.1.2 Prepare Easements	-	89,386	-	-	-	-	89,386
	3.1.3 Borehole Locations	-	34,916	-	-	-	-	34,916
	3.1.4 Permanent Benchmarks	-	2,176	-	-	-	-	2,176
		-	7,600	-	-	-	-	7,600

Table No. 1 - Schedule of Fees
West SH-130 Interceptor Phase I and II
City of Pflugerville

DCS Task No.	Scope Item	Proposed Fees						
		DCS	Inland Geodetics	Arias	Integrated Environmental Solutions	Jones-Heroy	Compensation Method	Compensation for Services
	3.1.5 Temporary Benchmarks	-	13,488	-	-	-	-	13,488
	3.1.6 Bridge and Stream Cross Sections	-	8,972	-	-	-	-	8,972
	3.1.7 Tree Survey per City of Pflugerville Standards	-	-	-	-	-	-	-
	3.1.8 Utility Potholing	-	-	-	-	-	-	-
	3.1.9 Surveying Prior to Leaf-out	-	-	-	-	-	-	-
	3.2 Geotechnical Investigation	-	-	-	-	-	-	-
	3.2.1 Management of Geotechnical Activities	-	-	2,800	-	-	-	2,800
	3.2.2 Borings along Interceptor and at Temporary Lift Station Location	-	-	27,250	-	-	-	27,250
	3.2.3 Manhole and Lift Station Geotech Recommendations	-	-	6,970	-	-	-	6,970
	3.2.4 Geotechnical Engineer Reports: GDM, GDR and GBR	-	-	22,160	-	-	-	22,160
	3.3 Environmental Considerations	-	-	-	-	-	-	-
	3.3.1 Section 404 Permitting	-	-	-	6,500	-	-	6,500
	3.3.2 Endangered Species	-	-	-	3,500	-	-	3,500
	3.3.3 Archeological Survey	-	-	-	20,000	-	-	20,000
	3.3.4 City/County Ordinances and Regulations	-	-	-	-	-	-	-
	3.4 Easement Requirements	-	-	-	-	-	-	-
	3.4.1 Easement Identification	1,650	26,795	-	-	-	-	28,445
	3.4.2 Easement Width Recommendations	1,750	-	-	-	-	-	1,750
	3.4.3 Preparation of the Easement Document	-	-	-	-	-	-	-
	3.4.4 Preliminary Estimate of Land Values	-	-	-	-	-	-	-
	3.4.5 Landowner Meetings	-	-	-	-	-	-	-
	3.4.6 Interceptor Route Adjustments	3,500	-	-	-	-	-	3,500
	3.4.7 Attorney Services	-	-	-	-	-	-	-
	3.4.8 Additional Services	-	-	-	-	-	-	-
	3.5 Coordination with Regulatory Agencies, Private Utilities, and Potential Utility Customers	4,500	-	-	-	-	-	4,500
	3.5.1 Regulatory Agencies	3,500	-	-	-	-	-	3,500
	3.5.2 Travis County	1,250	-	-	-	-	-	1,250
	3.5.3 Texas Department of Transportation and Toll Road Authority	3,500	-	-	-	-	-	3,500
	3.5.4 Private Utility Companies (Gas, Electric, Telephone, and Cable)	1,250	-	-	-	-	-	1,250
	3.5.5 Potable Water Providers	1,250	-	-	-	-	-	1,250
	3.5.6 Developments Adjacent to Proposed Interceptor	2,250	-	-	-	-	-	2,250
	3.6 Interceptor and Sanitary Sewer Stub-out Preliminary Design	57,500	-	-	-	-	-	57,500
	3.6.1 Preparation of Plan & Profile of Interceptor	12,500	-	-	-	-	-	12,500
	3.6.2 Preparation of Plan & Profile of Sewer Stub-outs	1,250	-	-	-	-	-	1,250
	3.6.3 Verification of Pipe Diameter as defined by City Design Standards and TCEQ Chapter 217	7,250	-	-	-	-	-	7,250
	3.6.4 Materials Evaluation	9,750	-	-	-	-	-	9,750
	3.6.5 Evaluate and Recommend Alternatives	6,500	-	-	-	-	-	6,500
	3.6.6 Calculations for Pipe Stiffness	4,250	-	-	-	-	-	4,250
	3.6.7 Evaluate and Recommendation of Testing Methods and Criteria	7,500	-	-	-	-	-	7,500
	3.6.8 Technical Specifications Recommendations Outline	6,500	-	-	-	-	-	6,500
	3.7 Temporary Lift Station and Forcemain Preliminary Design	137,400	186,861	59,160	30,000	-	-	413,441
	3.8 Engineer's Opinion of Probable Cost	-	-	-	-	-	-	-
	Sub-Total	137,400	186,861	59,160	30,000	-	-	413,441
	4.0 Final Design Services	-	-	-	-	-	-	-
	4.1 Testing Methods and Acceptance Criteria	13,560	-	-	-	-	-	13,560
	4.2 Prepare Plans and Specifications (contract documents) for Construction	499,689	-	-	-	-	-	499,689
	4.3 Prepare Traffic Control Plans	6,850	-	-	-	-	-	6,850
	4.4 TXDOT, Corps of Engineers, FEMA, TCEQ, Travis County, Manville WSC, and City Approvals	16,450	-	-	-	-	-	16,450
	4.5 Coordination with Central WWTP Expansion Design	3,750	-	-	-	-	-	3,750
	4.6 Deliverables:	-	-	-	-	-	-	-
	4.6.1 60 Percent Design Submittal with Engineer's Opinion of Probable Construction Cost	6,500	-	-	-	-	-	6,500



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/06/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

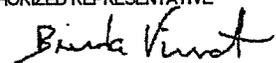
PRODUCER Marsh Sponsored Programs a division of Marsh USA Inc. PO Box 14404 Des Moines IA 50306	CONTACT NAME: PHONE (A/C, No, Ext): 800-338-1391 FAX (A/C, No): 888-621-3173 E-MAIL ADDRESS: acecclientrequest@marsh.com	
	INSURER(S) AFFORDING COVERAGE	NAIC#
INSURED DCS Engineering LLC 1101 S Capital of TX Hwy, G-100 Austin, TX 78746	INSURER A: Sentinel Insurance Company Ltd	11000
	INSURER B: Hartford Underwriters Insurance Co	30104
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y	Y	Prof. Liab. Excl.	04/15/2016	04/15/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPROP AGG \$2,000,000 S
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS	Y	Y		04/15/2016	04/15/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) S BODILY INJURY (Per accident) S PROPERTY DAMAGE (Per accident) S S
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTIONS 10,000				04/15/2016	04/15/2017	EACH OCCURRENCE \$1,000,000 AGGREGATE S S
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A		04/15/2016	04/15/2017	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER EL EACH ACCIDENT \$1,000,000 EL DISEASE - EA EMPLOYEE \$1,000,000 EL DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 City of Pflugerville, its officers, officials, employees, volunteers and elected representatives are included as additional insured for above referenced policies when required by written contract. Coverage is primary and non-contributory to any other insurance carried except Umbrella. Waiver of Subrogation is included in favor of additional insureds as respects the WC when required by written contract.

CERTIFICATE HOLDER City of Pflugerville Attn: City Manager 100 East Main Street, Ste 300 PO Box 589 Pflugerville, TX 78691-0589	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/06/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh Sponsored Programs a division of Marsh USA Inc. PO Box 14404 Des Moines IA 50306	CONTACT NAME: PHONE (A/C, No, Ext): 800-338-1391 FAX (A/C, No): 888-621-3173 E-MAIL ADDRESS: aceclientrequest@marsh.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED DCS Engineering LLC 1101 S Capital of TX Hwy, G-100 Austin TX 78746	INSURER A: Beazley Insurance Company, Inc. 37540	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <hr/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/POP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTIONS					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			04/15/2016	04/15/2017	Each Claim \$1,000,000 Aggregate \$2,000,000 Deductible \$5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Policy is not project specific.

CERTIFICATE HOLDER City of Plugerville City Manager PO Box 589 100 East Main St. Suite 300 Pflugerville, TX 78691-0589	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 