

**PROFESSIONAL SERVICES AGREEMENT
FOR
PS&E DEVELOPMENT FOR EAST PFLUGERVILLE PARKWAY
FROM COLORADO SAND DRIVE TO WEISS LANE**

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This Agreement is entered into by and between the City of Pflugerville, a Texas Municipal Corporation (“City”), acting by and through its City Manager, and LJA Engineering, Inc. (LJA) (“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 **April 21, 2021** and terminate on **September 30, 2022**.

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

III. SCOPE OF SERVICES

Consultant agrees to provide the services described in this Article III entitled Scope of Services in exchange for the compensation described in Article IV. Compensation. Scope of Services are detailed in **Exhibit A** 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 **(\$799,886.36) Seven Hundred Ninety-Nine Thousand Eight Hundred Eighty-Six and 36/100 Dollars** as total compensation, to be paid to Consultant as further detailed in **Exhibit C**.

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

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

V. OWNERSHIP OF DOCUMENTS

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

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

VI. RECORDS RETENTION

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

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

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

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

VII. TERMINATION

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

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

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

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

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

7.4.1 Bankruptcy or selling substantially all of company's assets

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

7.4.3 Performing unsatisfactorily

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

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

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

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

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

VIII. NOTICE

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

If intended for City, to:	City of Pflugerville Attn: Patricia Davis, P.E. City Engineer P.O. Box 589 Pflugerville, Texas 78691
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If intended for Consultant, to: LJA Engineering, Inc,
Brian Young, P.E.
Vice President
7500 Rialto Boulevard, Building II, Suite 100
Austin, TX 78735

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 “**PS&E DEVELOPMENT FOR EAST PFLUGERVILLE PARKWAY- FROM WEISS LANE TO EAST CITY LIMITS**” 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 (Public) Liability to include coverage for: Premises/Operations	General 1,000,000 per occurrence, 2,000,000 general aggregate Or	City to be listed as additional insured and provide 30 days' notice of cancellation or material change in coverage
Products/ Completed Operations	2,000,000 combined single coverage limit	City to be provided a waiver of subrogation
Independent Contractors		City prefers that insurer be rated B+V1 or higher by A.M. Best or A or higher by Standard & Poors
Personal Injury		
Contractual Liability		
Business Auto Liability	1,000,000 combined single limit	City to be provided a waiver of subrogation
Workers' Compensation & Employers Liability	Statutory Limits 1,000,000 each accident	City to be provided a waiver of subrogation
Professional Liability	1,000,000	

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

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

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

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

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

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

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

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

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

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

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

X. INDEMNIFICATION

10.1 CONSULTANT covenants and agrees to INDEMNIFY and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually and collectively, from and against any and all

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

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

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

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

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

10.6 Force Majeure - City agrees that the CONSULTANT is not responsible for damages arising from any circumstances such as strikes or other labor disputes; severe weather disruptions, natural disasters, fire or other acts of God; riots, war or other emergencies; or failure of any third

party governmental agency to act in timely manner not caused or contributed to by CONSULTANT.

XI. ASSIGNMENT AND SUBCONTRACTING

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

11.2 It is City's understanding, and this Agreement is made in reliance thereon, that Consultant intends to use the following subcontractors in the performance of this Agreement: **aci consulting, McGray & McGray Land Surveyors, Inc., and The Rios Group, Inc.** Any deviation from this subcontractor list, whether in the form of deletions, additions or substitutions shall be approved by City prior to the provision of any services by said subcontractor.

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

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

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

XII. INDEPENDENT CONTRACTOR

Consultant covenants and agrees that he or she is an independent contractor and not an officer, agent, servant or employee of City; that Consultant shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of respondent superior shall not apply as between City and Consultant, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating the relationship of employer-employee, principal-agent, partners or joint ventures between City and Consultant. The Parties hereto

understand and agree that the City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the Consultant under this Agreement and that the Consultant has no authority to bind the City.

XIII. CONFLICT OF INTEREST

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

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

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

XIV. AMENDMENTS

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

XV. SEVERABILITY

If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Charter, City Code, or ordinances of the City of Pflugerville, Texas, then and in that event it is the intention of the Parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Agreement shall be construed as if such invalid,

illegal or unenforceable clause or provision was never contained herein; it is also the intention of the Parties hereto that in lieu of each clause or provision of this Agreement that is invalid, illegal, or unenforceable, there be added as a part of the Agreement a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

XVI. LICENSES/CERTIFICATIONS

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

XVII. COMPLIANCE

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

XVIII. NONWAIVER OF PERFORMANCE

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

XIX. LAW APPLICABLE

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

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

XX. LEGAL AUTHORITY

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

XXI. PARTIES BOUND

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

XXII. CAPTIONS

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

XXIII. INCORPORATION OF EXHIBITS

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

Exhibit A - Scope of Services, including Project Description/Scope of Services;

Exhibit B - Proposed Project Schedule

Exhibit C - Fee Summary for Professional Services

XXIV. ENTIRE AGREEMENT

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

XXV. MISCELLANEOUS CITY CODE PROVISIONS

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

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

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

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

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

25.6 Texas Government Code Mandatory Provision. The City of Pflugerville may not enter into a contract with a company for goods and services unless the contract contains a written verification from the company that it; (i) does not boycott Israel; and (ii) will not boycott Israel during the term of the contract. (Texas Government Code, Chapter 2271) by accepting this rider, the Consultant hereby verifies that it does not boycott Israel, and agrees that, during the term of this agreement, will not boycott Israel as that term is defined in the Texas Government Code, Section 808.001, as amended. Further, the Consultant hereby certifies that it is not a company identified under Texas Government Code, Section 2252.152 as a company engaged in business with Iran, Sudan, or Foreign Terrorist Organization.

EXECUTED and AGREED to as of the dates indicated below.

**CITY OF
PFLUGERVILLE**

LJA Engineering, Inc.



(Signature)

(Signature)

Printed Name: Sereniah Breland

Printed Name: **Brian Young**

Title: City Manager

Title: **Vice-President**

Date: _____

Date: 4-6-21

APPROVED AS TO FORM:

Charles E. Zech
City Attorney

DENTON NAVARRO ROCHA BERNAL & ZECH, P.C.

EXHIBIT A – SCOPE OF SERVICES

SERVICES TO BE PROVIDED BY THE ENGINEER

Roadway: East Pflugerville Parkway
County: Travis County
Limits: Colorado Sand Drive to Weiss Lane

General Work Description: Develop 60%, 90% and 100% plans, specifications, and estimates (PS&E) for the East Pflugerville Parkway Widening and Reconstruction project (the Project). The typical section will consist of a 4-lane divided roadway with raise median. The Project will build off the preliminary designs from the previous schematic phase and will produce construction plans, probable construction cost estimates and schedules, and all permitting and bidding documents required to advertise for bids.

Standards and Specifications

Designs will be based on the latest version of City of Pflugerville (the CITY) Design Standards and Specifications supplemented by Texas Department of Transportation (TxDOT) items where necessary.

FC 120 – ENVIRONMENTAL STUDIES

1. SEE ACI CONSULTING SCOPE AND FEE IN ATTACHMENT A

FC 145 - PROJECT MANAGEMENT AND COMMUNICATION PLAN

1. Develop Project Management Plan
 - a. Develop a Project Management Plan that will establish all the responsibilities and roles of the team members, including the prime firm and subs. The plan will also detail the procedure process for all submittals. A project specific QA/QC plan will be submitted within 30 days of NTP for approval which will detail the QA/QC process that will be followed.
2. Develop Project Specific QA/QC Plan
3. Meetings
 - a. Kickoff with City which will include the initial development of a design summary. A final design summary document will be emailed for approval after the kick-off meeting.
 - b. Kickoff with Team - Hold initial kick-off meeting with all team members during the first week after receiving the notice to proceed.
 - c. Milestone Meetings - Milestone Meetings will be held for each of the following submittals: 60%, 90%, and 100%. These meetings will include City staff and the Engineer's staff and are estimated to last up to 2 hours each.

- d. Team Coordination Meetings - Hold bi-weekly staff/team meetings at the Engineers office beginning the second week of the project. The staff attending will be appropriate based upon the current assignments (up to 20 meetings)
 - e. Engineer will provide meeting minutes for all meetings with City.
4. Invoicing and Contract Document Coordination
 - a. Prepare Master Contract and Subcontracts
 - b. Prepare monthly progress reports for invoicing
 - c. Prepare monthly invoices for submission to the City for all requests for payment
 5. Manage Sub Consultants
 - a. Monitor and supervise sub consultant activities (staff and schedule).
 - b. Review and approve sub consultant invoices.
 6. Produce Project Scheduling
 - a. Prepare an initial critical path schedule in Microsoft Project format for approval by the City indicating tasks, milestones, major meetings, and reviews. Update schedule with each milestone deliverable.
 7. Submittals and QA/QC
 - a. QA/QC of all documents prior to milestone submittals (60%, 90%, 100%). Detailed Check Review for all designs, Inter-discipline coordination review, detailed plan and construction reviews.
 - b. Prepare Submittals for City Oversight Reviews (60%, 90%, 100%)
 - c. Document control
 8. Deliverables
 - a. QA/QC Plan
 - b. Final Design Summary Report
 - c. Meeting Minutes
 - d. Monthly Progress Reports
 - e. Monthly Invoices
 - f. Project Schedule Updates

FC 150 - TOPOGRAPHICAL & BOUNDARY SURVEY

1. SEE McGRAY & McGRAY SCOPE AND FEE IN ATTACHMENT B

**FC 160 - PLANS, SPECIFICATIONS, AND ESTIMATE (PS&E) DEVELOPMENT
ROADWAY**

Roadway Design: The Engineer shall use Bentley's 3D design technology in the design and preparation of the roadway plan sheets.

The Engineer shall provide roadway plan and profile drawings using CADD standards as required by the City. The drawings will consist of a planimetric file of existing features and files of the proposed improvements. The roadway base map shall contain line work that depicts existing surface features obtained from the schematic drawing. Existing subsurface and surface utilities will be shown. Existing

and proposed ROW lines will be shown. Plan and Profile must be shown on separate or same sheets.

The plan view will contain but is not limited to the following design elements. Elements shall be included as needed to provide clarity of intent and design.

1. Calculated roadway centerlines, horizontal control points must be shown. The alignments will be calculated using GeoPak OpenRoads software.
2. Pavement edges for all improvements (proposed lanes, cross streets, retaining walls, and driveways).
3. Lane and pavement width dimensions.
4. Proposed structure locations, lengths, and widths (if applicable).
5. Direction of traffic flow on all roadways. Lane lines and arrows indicating the number of lanes will also be shown.
6. Drawing horizontal scale shall be 1 inch = 50 feet
7. Control of access lines, ROW lines and easements.
8. Begin and end superelevation transitions and cross slope changes.
9. Limits of riprap, block sod, and seeding.
10. Existing utilities and structures.
11. Benchmark information.
12. Radii call outs, curb location, Concrete Traffic Barrier (CTB), guard fence, crash safety items and American with Disabilities Act Accessibility Guidelines (ADAAG) compliance items.

The profile view will contain but is not limited to the following design elements:

1. Calculated profile grade for proposed roadway, cross streets and frontage roads, if applicable. Vertical curve data, including "K" values will be shown.
2. WSELs at major stream crossings for design and 100 year storms.
3. Drawing vertical scale to be 1 inch = 5 feet.

Typical Sections: The Engineer shall prepare typical sections for all proposed and existing roadways and structures. Typical sections must include width of travel lanes, shoulders, outer separations, border widths, curb offsets, managed lanes, and ROW. The typical section will also include Proposed Profile Grade Line (PGL), centerline, pavement design, longitudinal joints, side slopes, concrete traffic barriers and sidewalks, station limits, common proposed and existing structures including retaining walls, existing pavement removal, riprap, limits of embankment and excavation, and other relevant details.

Cross Streets and Side Streets: The Engineer shall provide an intersection layout detailing the pavement and drainage designs at the intersection of each cross street and side street. The layout will include horizontal and vertical alignments, curb returns, geometrics, transition length, stationing, pavement, drainage details, and ADAAG compliance items. The Engineer shall design for full pavement width, widening, overlay, or any combination thereof, and provide a transition to existing roadways.

Cut and Fill Quantities: The Engineer shall develop an earthwork analysis to determine cut and fill quantities and provide final design cross sections on 11"x17"

sheets at 50 foot intervals along corridor and along each cross street for up to 200' from the corridor centerline or to existing tie-in length. Cross sections will include existing pavement removals and annotation of existing and proposed ROW and easements, cross slopes, offset/elevation callouts of key points, side slopes, profiles (centerline and/or baseline PGL locations), existing longitudinal utilities to be removed, relocated, or remain, and proposed utilities. The Engineer shall provide all templates, corridors and surfaces files to generate the design cross sections.

TDLR Coordination: The Engineer shall coordinate with the Texas Department of Licensing and Regulation (TDLR) regarding compliance with the Texas Accessibility Standards (TAG) and completing Registered Accessibility Specialist (RAS) review and approval processes

Deliverables:

Produce the following PS&E Sheets:

1. Title Sheet and Index Sheet
2. Project Layout Sheets
3. Typical Sections; existing and proposed
4. Horizontal Alignment Sheets
5. Removal Sheets
6. Roadway Plan and Profile Sheets (50 Scale)
7. Cross Street Plan and Profile Sheets
8. Intersection Grading Sheets
9. Miscellaneous Roadway Detail Sheets
10. Driveway P&P Sheets
11. Cross Sections
12. Earthwork: The Engineer shall analyze the earthwork to develop cut and fill
13. Quantity Summaries
14. Standards
15. Cost Estimate

FC 161 - DRAINAGE

Storm Drains: The Engineer shall provide the following services:

1. Design and analyze storm drains using Geopak Drainage software.
2. Size inlets, laterals, trunk lines and outfalls. Develop designs that minimize the interference with the passage of traffic and minimize the likelihood to incur damage to the highway and local property in accordance with the City's design criteria.
3. Determine hydraulic grade line (HGL) for the design storm starting at the outfall channel for each storm drain design. Use the design WSEL of the outfall as the starting basis (tailwater) for the design of the proposed storm sewer system.
4. Calculate manhole and junction head losses. Compute manhole head losses as per FHWA's Hydraulic Engineering Circular-22 (HEC-22).
5. Identify areas requiring trench protection, excavation, shoring, and dewatering.
6. Include proposed drainage structures in the 3D model. The Engineer shall use Bentley's 3D design technology in the design and preparation of the 3D model.

Cross-Drainage Structures: The Engineer shall provide the following services:

1. Finalize drainage areas, times of concentration, runoff coefficients, and flows for cross culvert drainage systems based on Atlas 14 rainfall data.
2. Prepare Culvert Cross sections and identify each cross section's station location
3. Determine the sizes of the drainage crossings, including extending, adjusting or replacing non bridge-class culvert crossings. Develop designs that minimize the interference with the passage of traffic and minimize the likelihood to incur damage to the highway and local property in accordance with the City's design criteria.
4. The Engineer shall evaluate the existing erosion and proposed erosion potential upstream and downstream of each structure and provide erosion control recommendations and design as necessary.
5. Design detention facilities at outfalls designated in schematic (1) including grading, outlet structure, and outfall channel.
6. Update the H&H analyses performed in the schematic as needed based on the proposed design to verify the project results in no adverse impacts.

Deliverables:

Produce the following PS&E Sheets:

1. Existing Drainage Area Map Sheets
2. Proposed Drainage Area Map Sheets
3. Culvert Layout Sheets
4. Drainage Plan & Profile Sheets (50 Scale)
5. Storm Sewer Lateral Profile Sheets
6. Hydraulic Data Sheets – Culverts
7. Hydraulic Data Sheets – Drainage Areas
8. Hydraulic Data Sheets – Inlets
9. Hydraulic Data Sheets – Links
10. Hydraulic Data Sheets – Ditches
11. Detention Pond Detail Sheets
12. Special Details
13. Quantity Summaries
14. Standards

FC 162.1 - SIGNING & PAVEMENT MARKINGS

- ◆ Signing and Pavement Marking Plans - Proposed Layouts will include pavement markings, object markers, delineators, and proposed roadside signs in accordance with the Texas Manual on Uniform Traffic Control Devices (TxMUTCD), and the TxDOT Sign Crew Field Book.
 - Signing and Pavement Marking Sheets (50 Scale)
 - Small Sign Summary Sheets
 - Standards
 - Quantity Summaries

FC 162.3 - TRAFFIC SIGNALS

- ◆ No traffic signal design or engineering analysis work is included in this scope of work. If such services become necessary, LJA can provide traffic studies, reports, design, and construction assistance as needed under separate authorization or under an amendment to this agreement.

FC 163.1 - RETAINING WALLS

No retaining walls are currently expected to be used in the proposed PS&E project limits. As such, this scope of services does not include any retaining wall designs or calculations. However, if the need arises, the Engineer will utilize previous geotechnical recommendations to design proposed retaining walls, create proposed plan and profile retaining wall layout sheets, and include proposed retaining walls in the design cross sections. Specific Scope and Fees for retaining wall designs will be covered under separate authorization or under an amendment to this agreement.

FC 163.3 - TRAFFIC CONTROL & EROSION CONTROL

- ◆ LJA will design a Construction Phasing and Traffic Control Plan (TCP) for the reconstruction of E. Pflugerville Pkwy in accordance with City design criteria, the TxMUTCD, and TxDOT design standards. It is anticipated that the construction of the project can be accomplished in 3 major phases with additional minor steps at the transitions and intersections. The phasing plan will show barricade and channelization locations, spacing, work zone areas, temporary pavement, temporary pavement markings and temporary signage necessary to safely construct the project and control traffic progression through the work zones. TCP cross-sections will be developed for each phase and transition area. These cross-sections will be provided in a separate 11in x 17in plan set. The following TCP Sheets will be produced:
 - Phasing Typical Sections
 - Phasing Narrative
 - Phase 1 Layouts (50 Scale)
 - Phase 2 Layouts (50 Scale)
 - Phase 3 Layouts (50 Scale)
 - Intersection Phasing Details
 - Detour Layouts
 - Standards
 - Quantity Summaries
- ◆ The temporary erosion control measures will be shown on the Traffic Control Layouts and quantity summaries per phase.
- ◆ A Construction Time Duration Schedule will be produced using Microsoft Project to estimate the construction duration.

FC 163.5 - ILLUMINATION

The engineer will prepare plans for continuous lighting along E. Pflugerville Pkwy. The engineer will provide foundation design and details for all illumination elements as necessary. Engineer will coordinate electric service details with electric service provider. Tasks not included in the scope and fee for this project include lighting design for street signs, guide signs, wayfinding signs, or neighborhood marquee signs.

- Illumination Model & Analysis
- Illumination Schematic
- Illumination Layout Sheets (50 scale)
- Electrical Details Sheets
- Circuit Diagram Sheets
- Electrical Service Sheets
- Conductor Sizing and Voltage Drop Calculations
- Standards
- Quantity Summaries

FC 163.6 –SUBSURFACE UTILITIES

1. SEE THE RIOS GROUP SCOPE AND FEE IN ATTACHMENT C

FC 163.15 - CONTRACT TIME DETERMINATION

The engineer shall prepare a detailed graphic construction contract time estimate utilizing Microsoft Project to determine the approximate time required in calendar and working days (based on the City’s standard definitions of calendar and working days) at the 90%, and Final PS&E milestone submittals. The contract time estimate will follow the TCP sequence of construction and include average weather conditions, tasks, subtasks, critical dates, any joint-bid utilities, milestones, deliverables, production rates, review and inspection requirements, and adjacent construction projects in a format which depicts the interdependence of the various items.

FC 163.17 - COMMENT RESOLUTION AND QUALITY ASSURANCE/QUALITY CONTROL (QA/QC)

- ◆ PS&E QA/QC & Comment Resolution at 60, 90, 100%
 - QA/QC of 60/90/100% Submittals
 - Responding to/Addressing City Comments

FC 160’S MILESTONE SUBMITTALS

- ◆ 60%, 90% PS&E – 3 Sets of Hard Copies, 1 PDF
- ◆ 100% PS&E – 2 Sets of Hard Copies, 1 PDF
- ◆ Final PS&E and Project Manual, 2 Signed and Sealed originals, 1 PDF
- ◆ 60, 90, 100% – Preliminary and Final Construction Cost Estimates
- ◆ 90, 100% – Preliminary and Final Construction Schedules

SERVICES ASSUMED TO BE PROVIDED BY THE CITY OF PFLUGERVILLE

- ◆ Provide a City Project Manager to serve as the primary point of contact for the consultant
- ◆ The City shall provide all existing CADD files and pertinent as-built plans
- ◆ The City will provide timely reviews in conjunction with the agreed upon schedule
- ◆ The City will provide payment for necessary permitting fees, including TCEQ, TDLR, etc.

ATTACHMENT A

**ACI CONSULTING
SCOPE OF SERVICES**

ENVIRONMENTAL STUDY AND DOCUMENTATION



Contract Proposal 21-21-019

Proposal For	From	24 February 2021
Brian Young LJA Engineering, Inc. 7500 Rialto Blvd. Bldg II, Ste 100 Austin, TX 78735 P: (512) 439-4744	Project Manager Katie Canavan Project Title East Pflugerville Parkway (EPP) Colorado Sand Drive to Weiss Lane	

Project Description

aci consulting, a division of aci group, LLC is pleased to provide the following scope of services for the approximately 1.7-mile East Pflugerville Parkway (EPP) section from Colorado Sand Drive to Weiss Lane in Travis County, Texas.

Scope of Services

aci consulting will execute the following tasks under this scope of work. The tasks are mutually dependent and scoped accordingly

Task 1: Jurisdictional Waters Assessment, Endangered Species Habitat Assessment, and Phase I Environmental Site Assessment (ESA)

Jurisdictional Waters Assessment

aci consulting will conduct a jurisdictional waters of the United States assessment for the proposed project area for the EPP section from Colorado Sand Drive to Weiss Lane. The purpose of this assessment is to identify the location and extent of potential waters of the United States in accordance with Section 404 of the Clean Water Act (CWA).

aci consulting will perform an analysis of the most current available aerial photographs, topographic maps, National Wetlands Inventory (NWI) database, National Hydrography Dataset (NHD), and soil surveys as well as conduct appropriate field work necessary to identify the location and extent of USACE jurisdictional waters and potential wetlands within the proposed project area. The findings of the jurisdictional waters assessment will be incorporated into the Environmental Constraints Report under Task 4.

Endangered Species Habitat Assessment

Additionally, **aci consulting** will conduct a habitat assessment for all federally listed species and candidates for listing under the Endangered Species Act (ESA) that may occur within the Travis County within the proposed project area. A visual inspection of habitat within the project area will be conducted threatened and endangered species habitat assessment along the study area. Any potential habitat for federally listed species impacted by this project will be incorporated into the Environmental Constraints Report under Task 4.

Phase I Environmental Site Assessment

aci consulting will conduct the field work and prepare a Phase I Environmental Site Assessment (ESA) report in accordance with American Society for Testing and Materials (ASTM) Standards 1527-13 and All Appropriate Inquiry



(AAI). The findings will be presented in the Phase I Report under Task 2.

Cost of Task 1: \$1,750.00

Task 2: Phase I Report

The purpose of this report is to identify the potential presence and negative impacts of hazardous materials in association with the property and present the findings from the Phase I ESA. An electronic copy of the report including all findings will be provided to the client as a stand alone appendix in the Environmental Constraints Report. This report does not include SBA certification.

Cost of Task 2: \$1,800.00

Task 3: Cultural Resources Survey

aci consulting will conduct a cultural resources survey of the proposed project area that has not been previously surveyed for cultural resources. This task includes the preparation of a Texas Historical Commission (THC) Antiquities Code permit application. The THC permit application process includes a review of the Texas Archeological Sites Atlas and any necessary background research at the THC and the Texas Archeological Research Laboratory (TARL) to prepare the requisite research design in accordance with the level of effort required by the THC. The permit application will be provided to the client for review, comment, and signature prior to submission to the reviewer at the THC.

The cultural resources survey will include shovel testing, site photography, site recording, National Register and State Antiquities Landmark eligibility assessments, data analysis, and report preparation in accordance with THC and Council of Texas Archaeologists (CTA) standards. The reporting will involve the analysis of the data collected from the field work and the production of a draft report submitted to the client and to the THC for approval and concurrence. The final approved report will be produced and distributed to repositories as a requirement of the THC permit. This will be a non-collection survey so no artifacts will be collected as part of this effort and therefore no artifact curation will be required. All field documents and photographs will be curated for submittal to TARL, as curation is required by the THC Antiquities permit.

Cost of Task 3: \$11,200.00

Task 4: Environmental Constraints Report

aci consulting will prepare an Environmental Constraints Report to present the results of the desktop and field reconnaissance review of the study area. The findings from Tasks 1 will be incorporated into this report, and the results of Task 2 and Task 3 will be included as an appendices. This task includes one round of comments from the project team. Following the comment response a finalized digital copy (PDF format) of the report will be submitted to the Client.

Cost of Task 5: \$2,825.00

Task 5: Project Coordination and Management

aci consulting will coordinate with the Client and project engineer throughout the environmental process. Coordination includes phone and email conversations and one meeting.



Cost of Task 5: \$2,000.00

Cost of Tasks 1 through 5: \$19,575.00

Fee and Structure		Amount
Task 1: Jurisdictional Waters Assessment, Endangered Species Habitat Assessment, and Phase I Environmental Site Assessment	Fixed Fee	1,750.00
Task 2: Phase 1 Report	Fixed Fee	1,800.00
Task 3: Cultural Resources Survey	Fixed Fee	11,200.00
Task 4: Environmental Constraints Report	Fixed Fee	2,825.00
Task 5: Project Coordination and Management	Fixed Fee	2,000.00
	Fee Total \$	19,575.00

ATTACHMENT B

**McGRAY & McGRAY LANDSURVEYORS, INC
SCOPE OF SERVICES**

ADDITIONAL SURVEY



March 2, 2021

Brian Young, P.E.
LJA Engineering
5316 W. Hwy 290, Suite 150
Austin, TX 78735
(512) 439-4731

VIA EMAIL
byoung@lja.com

RE: Second Revised Proposal for Additional Surveying Services for Pflugerville Parkway Project, City of Pflugerville, Texas

Dear Mr. Young:

We appreciate the opportunity to present you with this second revised proposal for the above referenced project. The following represents our understanding of the area to survey and scope of services. Our fee proposal follows.

Survey Limits:

- Survey limits are as shown on Exhibit "A".

Scope of Services:

Design Surveying Services

- Provide a topographic survey with 1-foot contours within the survey limits.

Electronic File Requirements:

- Survey shall be provided in AutoCAD (.dwg) format.
- The units of the drawing file shall be U.S. survey feet.

Fees:

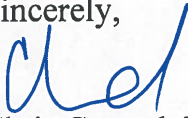
Design Surveying

2 Man Crew:	12 hrs @	\$165.00 /hr.=	\$	1,980.00
Field Coordinator:	1 hrs @	\$98.00 /hr.=	\$	98.00
Sr. Tech:	8 hrs @	\$96.00 /hr.=	\$	768.00
Survey Tech:	20 hrs @	\$90.00 /hr.=	\$	1,800.00
RPLS:	2 hrs @	\$145.00 /hr.=	\$	290.00
Project Manager:	1 hrs @	\$165.00 /hr.=	\$	165.00
Seafloor UAV	1 unit @	\$2,500.00 /unit =	\$	2,500.00
			TOTAL = \$	7,601.00

Once we receive notice to proceed, we will visit with you to establish a schedule for this project.

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

Sincerely,



Chris Conrad, RPLS
Vice President
TBPELS Survey Firm #10095500

Authorized to Proceed by:

Signature

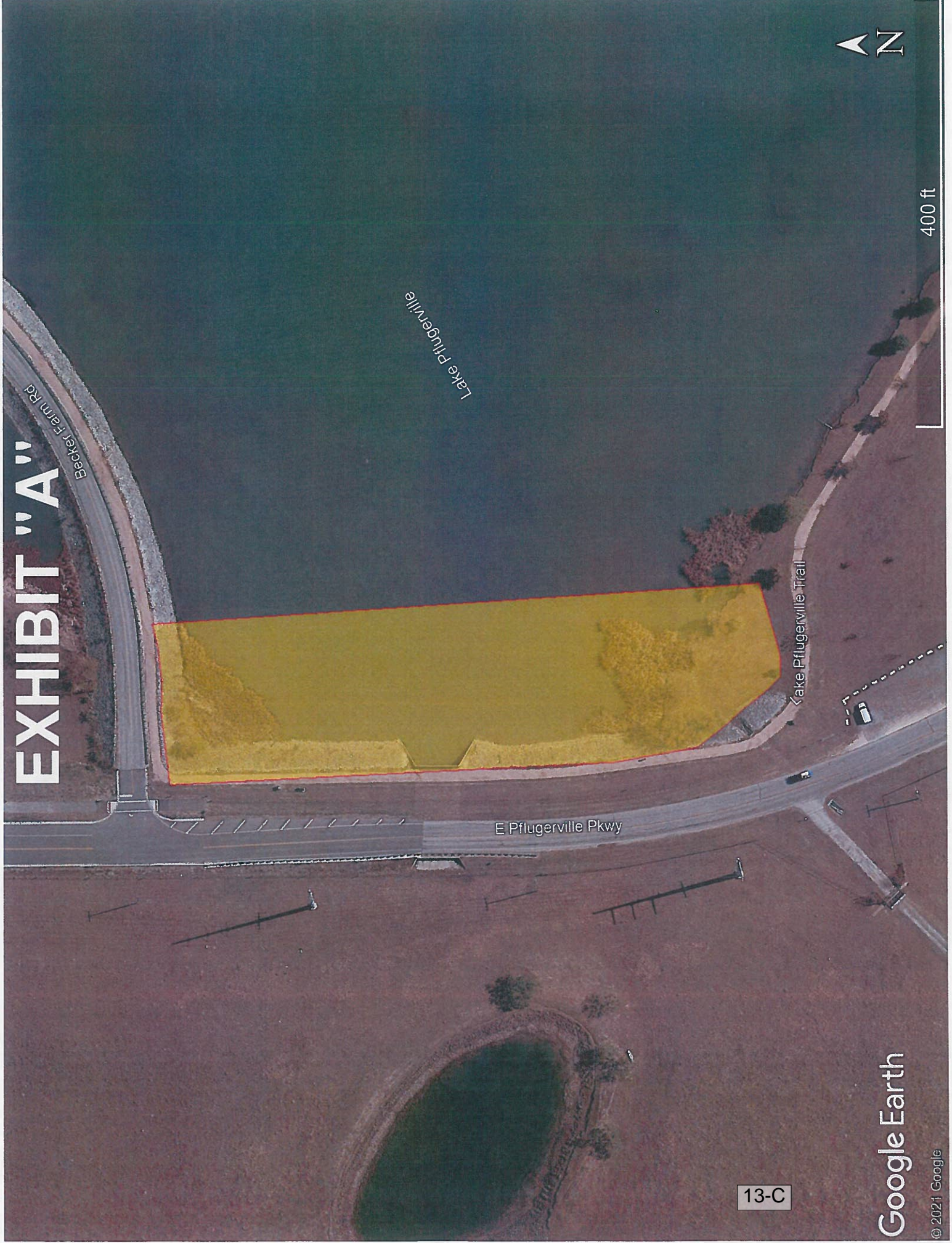
Date

Print Name

Title

CIC:pft

EXHIBIT "A"



Becker Farm Rd

Lake Pflugerville

Lake Pflugerville Trail

E Pflugerville Pkwy

400 ft



13-C

Google Earth

© 2021 Google

ATTACHMENT C

**THE RIOS GROUP
SCOPE OF SERVICES**

SUBSURFACE UTILITY ENGINEERING

February 19, 2021

Brian Young
Vice President
LJA Engineering
7500 Rialto Boulevard
Building II, Suite 100
Austin, Texas 78735
512-922-7647
BYoung@lja.com

**RE: Subsurface Utility Engineering
City of Pflugerville – East Pflugerville Parkway Test Holes**

Dear Mr. Young:

The Rios Group, Inc. (TRG) is pleased to submit a cost proposal for Subsurface Utility Engineering (SUE) for the above referenced project. This proposal is based on information provided via email on February 18, 2021.

Introduction

TRG will perform SUE services for this project in general accordance with the recommended practices and procedures described in ASCE publication CI/ASCE 38-02 “Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data.” As described in the publication, four levels have been established to describe and depict the quality of subsurface utility information. The four quality levels are as follows:

- Quality Level D (QL“D”) – Information obtained from existing utility records.
- Quality Level C (QL“C”) – Surveyed data depicting visible above-ground features supplemented with QL“D” information.
- Quality Level B (QL“B”) – Two-dimensional horizontal information obtained through the application and interpretation of non-destructive surface geophysical methods. Also known as “designating,” this level incorporates QL“C” information and provides horizontal positioning of subsurface utilities to within approximately 1.0 foot.
- Quality Level A (QL“A”) – Three-dimensional horizontal and vertical information obtained through non-destructive vacuum excavation equipment to expose utilities at critical points. Also known as “locating,” this level incorporates QL“B” information and provides horizontal and vertical positioning of subsurface utilities to within approximately 0.05 feet.

Scope of Work

Based on information provided by LJA Engineering (Client), TRG has developed a proposed scope for SUE services on this project. This scope may be modified, with Client and TRG concurrence, during the performance of work if warranted by changing or unexpected field conditions.

The scope of this proposal includes up to nine (9) QL“A” SUE test holes along East Pflugerville Parkway in Pflugerville, Texas. The test hole locations are shown in exhibits B-1 through B-4. To layout the test hole, TRG will attempt to designate the target utility 10-foot either side of the proposed test hole. No other utility designation or investigation is included in this scope of work.

The survey of SUE field markings is also included in this scope of work. It is assumed that the Client will provide the necessary survey control information.

Any necessary Right-Of-Entry (ROE) permits, including railroad ROE, will be provided by the Client prior to the start of field work.

TRG Procedures

QL“B” – Designating

To layout test holes, TRG will utilize a suite of geophysical equipment that includes magnetic and electromagnetic induction to designate conductive utilities. Where access is available, a sonde will be inserted into non-conductive utilities to provide a medium for transmission, which can then be designated using geophysical equipment. Non-conductive utilities can also be designated using other proven methods, such as rodding and probing.

QL“A” – Locating

TRG will utilize non-destructive vacuum excavation equipment to excavate test holes at the requested locations. Once each utility is located, TRG will record the size, type, material, and depth. Test holes will be uniquely marked. Excavations will be backfilled by mechanical means with the appropriate material, and the original surface will be restored. If necessary, TRG can core pavement up to a depth of 12 inches. Asphalt surfaces will be repaired with an asphalt cold patch, and concrete cores will be epoxied in place, flush with the surrounding surface. TRG assumes that flowable fill will not be required when backfilling test holes and that full-section pavement repair (including sidewalks) will not be required to restore the original pavement surface. If requested, these services can be provided at an additional cost.

TRG will establish any necessary routine traffic control measures at no additional cost. However, if non-routine traffic control measures (lane closures, traffic detours, flagpersons, etc.) are required, this service will be invoiced as a direct expense. Due to the risk of damage, TRG will not attempt to probe or excavate test holes on AC water lines unless approval is obtained from the owner in advance. Additionally, excavation in rock, or to a depth greater than 18 feet, is considered beyond the scope of this proposal.

TRG has made the following assumptions with regard to the test holes on this project:

- All test holes will be accessible to truck-mounted vacuum excavation equipment.
- Right-Of-Way (ROW) permits from the City of Pflugerville (COP) will not be required. If the City requires TRG to acquire a permit, it is assumed that it will be provided to TRG at no cost.
- Designed traffic control plans will not be required.
- Non-routine traffic control measures will not be required.

- The coring of pavement will not be required.

Deliverables

TRG will provide the following as a final deliverable to the Client:

- A utility file in CAD format depicting all located utilities. The Client will provide TRG with any necessary background files for use in completing the final deliverables.
- A summary sheet of all test hole coordinate data and depth information.
- 8.5” x 11” Test Hole Data Forms for all test hole locations completed. These plans will be signed and sealed by a Professional Engineer and delivered to the Client in electronic PDF form.

Schedule

TRG can mobilize within three (3) weeks of receiving Notice-To-Proceed (NTP). TRG estimates that the QL“A” SUE work can be completed in eighteen (18) working days, broken down as follows:

- Test hole layout – 1 day
- QL“A” field work – 5 days
- Survey and preparation of data – 5 days
- Deliverable preparation – 7 days

Estimated Fee

The total estimated cost to complete the work described herein is **Eighteen Thousand Four Hundred Twenty-Five Dollars and 36/100 (\$18,425.36)**. An itemized breakdown of cost is provided in Exhibit A. Please note that these pricings are based on an assumption of quantities, and that only actual quantities will be invoiced – up to the total Contract amount.

We look forward to working with you on this project. If there are any questions, please do not hesitate to call at 512.580.5440.

Respectfully,

The Rios Group, Inc.



Robby Hub
Project Manager



THE RIOS GROUP

Estimate for Subsurface Utility Engineering
City of Pflugerville
East Pflugerville Parkway Test Holes

EXHIBIT A

Hourly Office Labor	<i>Rate</i>	<i>Assumed Quantity</i>	<i>Unit of Measure</i>	<i>Sub-Total</i>
Supervisory Engineer IV (15-20)	\$ 158.60	2	HR	\$ 317.20
Project Manager / Professional Engineer I (4-8)	\$ 137.27	4	HR	\$ 549.08
Engineering Associate II (5-10)	\$ 97.73		HR	\$ -
Engineer in Training I (0-5)	\$ 91.81	8	HR	\$ 734.48
CADD Technician IV (15-20)	\$ 79.22	8	HR	\$ 633.76
Field Manager	\$ 104.72		HR	\$ -
Administrative Specialist V (20-25)	\$ 83.96	4	HR	\$ 335.84
Sub-Total				\$ 2,570.36
Direct Expenses				
	<i>Rate</i>	<i>Assumed Quantity</i>	<i>Unit of Measure</i>	<i>Sub-Total</i>
Survey (RPLS)	\$ 2,500.00	1	DAY	\$ 2,500.00
Sub-Total				\$ 2,500.00
Test Hole Layout				
	<i>Rate</i>	<i>Assumed Quantity</i>	<i>Unit of Measure</i>	<i>Sub-Total</i>
One Designating Person	\$ 145.00	10	HR	\$ 1,450.00
Two Person Designating Crew	\$ 225.00	0	HR	\$ -
Sub-Total				\$ 1,450.00
QL"A" SUE Test Holes				
Unit Rate - Depth	<i>Outside Pavement Rate</i>	<i>Assumed Quantity</i>	<i>Unit Of Measure</i>	<i>Sub-Total</i>
0 - 5 feet	\$ 1,205.00	5	EA	\$ 6,025.00
5 - 8 feet	\$ 1,470.00	4	EA	\$ 5,880.00
8 - 13 feet	\$ 1,835.00	0	EA	\$ -
13 - 20 feet	\$ 2,360.00	0	EA	\$ -
Over 20 feet	\$ 2,925.00	0	EA	\$ -
Pavement Coring	\$ 350.00	0	EA	\$ -
Test Hole Total		9		
Sub-Total				\$ 11,905.00
Total Estimated Cost				\$ 18,425.36

Exhibit B-1 UTILITY TYPES

- PROPOSED UTILITY UNKNOWN UTILITY
- COMMUNICATIONS
- AT&T (TELE)
AT&T (FO/DUCT)
- AT&T (TELE)
AT&T (FO/DUCT)

- ELECTRIC / POWER
- ONCOR
- ONCOR
- GAS / PETROLEUM
- ATMOS ENERGY
ATMOS ENERGY
FLINT HILLS
- ATMOS ENERGY
ATMOS ENERGY
FLINT HILLS

- QL "B" E1
- QL "C"/QL "D" E1
- QL "B" G1
- QL "C"/QL "D" PL1
- QL "C"/QL "D" PL2
- QL "C"/QL "D" G1
- QL "C"/QL "D" PL1
- QL "C"/QL "D" PL2

- SANITARY SEWER
- CITY OF PFLUGERVILLE
- WASTEWATER LINE
- FORCE MAIN
- SLUDGE LINE
- CITY OF PFLUGERVILLE
- WASTEWATER LINE
- FORCE MAIN
- SLUDGE LINE

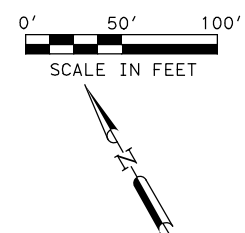
- QL "B" WW1
- QL "B" WW2
- QL "B" WW3
- QL "C"/QL "D" WW1
- QL "C"/QL "D" WW2
- QL "C"/QL "D" WW3

- WATER
- CITY OF PFLUGERVILLE
- TRANSMISSION MAIN
- WATER LINE
- RAW WATER LINE
- MANVILLE WSC
- CITY OF PFLUGERVILLE
- TRANSMISSION MAIN
- WATER LINE
- RAW WATER LINE
- MANVILLE WSC

- QL "B" W1
- QL "B" W2
- QL "B" W3
- QL "B" W4
- QL "C"/QL "D" W1
- QL "C"/QL "D" W2
- QL "C"/QL "D" W3
- QL "C"/QL "D" W4

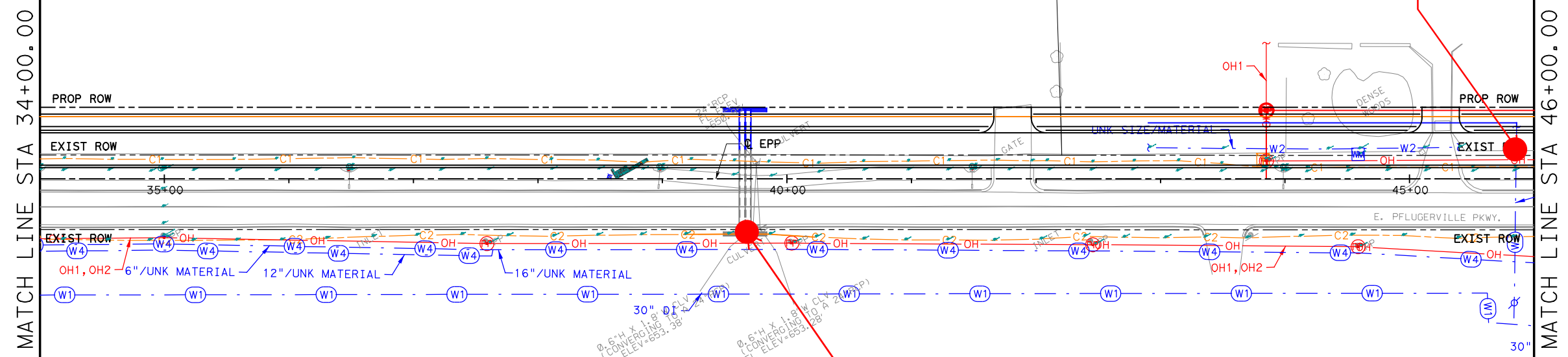
- TRAFFIC SIGNALS
- TXDOT
- TXDOT
- OVERHEAD UTILITY
- OH1 - ONCOR (DISTRIBUTION)
- OH2 - ONCOR (TRANSMISSION)
- OH3 - AT&T (TELE)
- OH4 - AT&T (FIBER)
- OH5 - GRANDE (FIBER)
- OH6 - SUDDENLINK (FIBER)
- OH7 - LCRA (TRANSMISSION)
- OH8 - SPECTRUM

- QL "B" TS1
- QL "C"/QL "D" TS1
- QL "C"/QL "D" OH



LEGEND OF UTILITY SYMBOLS

END CAP	E
QUALITY LEVEL CHANGE	Q
TEST HOLE	T
UTILITY CONTINUATION	U
CATV CABINET	C1
CATV HANDHOLE	C
CATV PEDESTAL	C2
FIBER HANDHOLE	F
TELEPHONE CABINET	T1
TELEPHONE HANDHOLE (VAULT)	T
TELEPHONE MANHOLE	T2
TELEPHONE PEDESTAL	T3
TELEPHONE POLE	TP
TELEPHONE POLE W/RISER	TPR
ELECTRIC HANDHOLE	E
ELECTRIC JUNCTION BOX (CABINET)	E1
ELECTRIC MANHOLE	E2
ELECTRIC POLE (POWER)	EP
ELECTRIC POLE W/RISER	EPR
LIGHT POLE	LP
SIGNAL POLE	SP
SIGNAL HANDHOLE/BOX	SB
TRANSMISSION POLE	TP
GAS METER	GM
GAS TEST STATION	TS
GAS VALVE	G
GAS VENT PIPE (GAS RISER)	GVR
STORM INLET	SI
STORM OUTFALL	SO
STORM MANHOLE	SM
WASTE WATER CLEANOUT	WC
WASTE WATER MANHOLE	WM
FIRE HYDRANT	FH
WATER MANHOLE	WM
WATER METER	WM
WATER VALVE	WV
WATER VAULT	WV



TH 01 to locate AT&T FO duct.

TH 02 to locate COP water line.

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LEGEND OF PROPOSED UTILITY TYPES

- ELECTRIC OH UTILITY
- ELECTRIC UG UTILITY
- CABLE/FIBER OPTIC UG UTILITY
- WATER UTILITY
- UNKNOWN UG UTILITY



EAST PFLUGERVILLE PARKWAY EXISTING AND PROPOSED UTILITIES

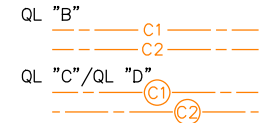
SCALE HORIZONTAL: 100'
VERTICAL: SHEET 3 OF 3

DESIGN	FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.	SHEET NO.
DESIGN			18
DRAWN	STATE	DIST. NO.	COUNTY
DRAWN	TX	6	TRAVIS
CHECK	CONTROL	SECTION	JOB
CHECK			HIGHWAY NO.
			Highway

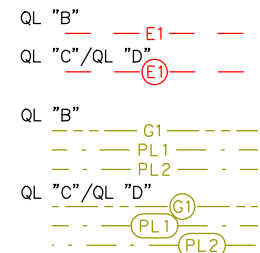
14-E

Exhibit B-2 UTILITY TYPES

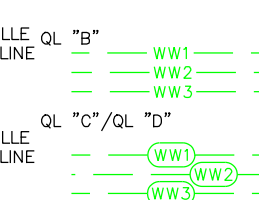
PROPOSED UTILITY UNKNOWN UTILITY COMMUNICATIONS AT&T (TELE) AT&T (FO/DUCT) AT&T (TELE) AT&T (FO/DUCT)



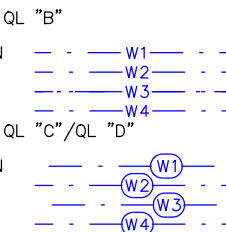
ELECTRIC / POWER ONCOR ONCOR GAS / PETROLEUM ATMOS ENERGY ATMOS ENERGY FLINT HILLS ATMOS ENERGY ATMOS ENERGY FLINT HILLS



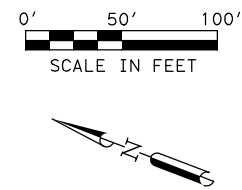
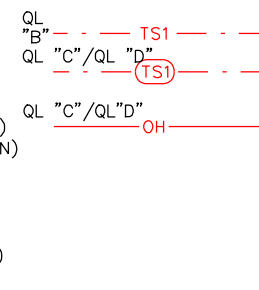
SANITARY SEWER CITY OF PFLUGERVILLE CITY OF PFLUGERVILLE CITY OF PFLUGERVILLE



WATER CITY OF PFLUGERVILLE CITY OF PFLUGERVILLE CITY OF PFLUGERVILLE MANVILLE WSC

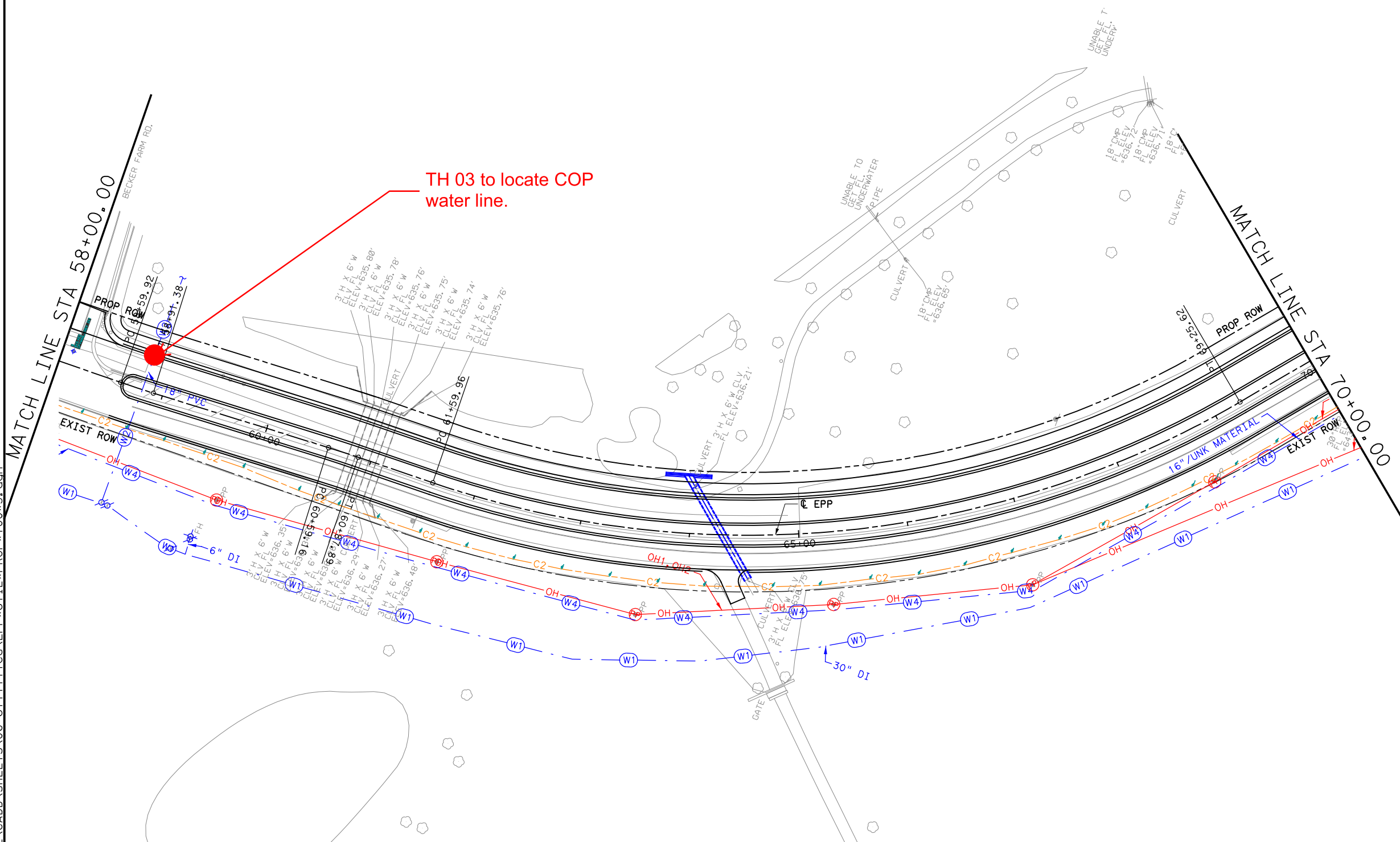


TRAFFIC SIGNALS TXDOT TXDOT OVERHEAD UTILITY



LEGEND OF UTILITY SYMBOLS

END CAP	E
QUALITY LEVEL CHANGE	Q
TEST HOLE	T
UTILITY CONTINUATION	U
CATV CABINET	C
CATV HANDHOLE	C
CATV PEDESTAL	C
FIBER HANDHOLE	F
TELEPHONE CABINET	T
TELEPHONE HANDHOLE (VAULT)	T
TELEPHONE MANHOLE	T
TELEPHONE PEDESTAL	T
TELEPHONE POLE	T
TELEPHONE POLE W/RISER	T
ELECTRIC HANDHOLE	E
ELECTRIC JUNCTION BOX (CABINET)	E
ELECTRIC MANHOLE	E
ELECTRIC POLE (POWER)	E
ELECTRIC POLE W/RISER	E
LIGHT POLE	L
SIGNAL POLE	S
SIGNAL HANDHOLE/BOX	S
TRANSMISSION POLE	T
GAS METER	G
GAS TEST STATION	G
GAS VALVE	G
GAS VENT PIPE (GAS RISER)	G
STORM INLET	S
STORM OUTFALL	S
STORM MANHOLE	S
WASTE WATER CLEANOUT	W
WASTE WATER MANHOLE	W
FIRE HYDRANT	F
WATER MANHOLE	W
WATER METER	W
WATER VALVE	W
WATER VAULT	W



TH 03 to locate COP water line.

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LEGEND OF PROPOSED UTILITY TYPES



14-F



EAST PFLUGERVILLE PARKWAY EXISTING AND PROPOSED UTILITIES

SCALE HORIZONTAL: 100'		SHEET 5 OF 5	
VERTICAL:			
DESIGN	FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.	SHEET NO.
DESIGN			18
DRAWN	STATE	DIST. NO.	COUNTY
DRAWN	TX	6	TRAVIS
CHECK	CONTROL	SECTION	JOB
CHECK			HIGHWAY NO.
			Highway

Exhibit B-3

UTILITY TYPES

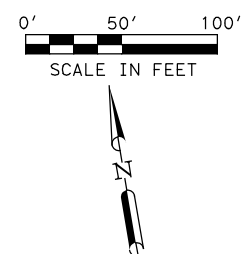
PROPOSED OVERHEAD UTILITY	UNKNOWN UTILITY	COMMUNICATIONS	AT&T (TELE)	AT&T (FO/DUCT)	AT&T (TELE)	AT&T (FO/DUCT)
QL "B"	QL "C"/QL "D"	QL "B"	C1	C2	C1	C2

ELECTRIC / POWER	ONCOR	ONCOR	ONCOR	GAS / PETROLEUM	ATMOS ENERGY	ATMOS ENERGY	FLINT HILLS	ATMOS ENERGY	ATMOS ENERGY	FLINT HILLS
QL "B"	QL "C"/QL "D"	QL "B"	QL "C"/QL "D"	QL "B"	QL "C"/QL "D"	QL "C"/QL "D"	QL "C"/QL "D"	QL "C"/QL "D"	QL "C"/QL "D"	QL "C"/QL "D"
E1	E1	G1	PL1	G1	PL1	PL1	PL2	G1	PL1	PL2

SANITARY SEWER	CITY OF PFLUGERVILLE	WASTEWATER LINE	FORCE MAIN	SLUDGE LINE	QL "B"	QL "C"/QL "D"	QL "B"	QL "C"/QL "D"
WW1	WW2	WW3	WW1	WW2	WW3	WW1	WW2	WW3

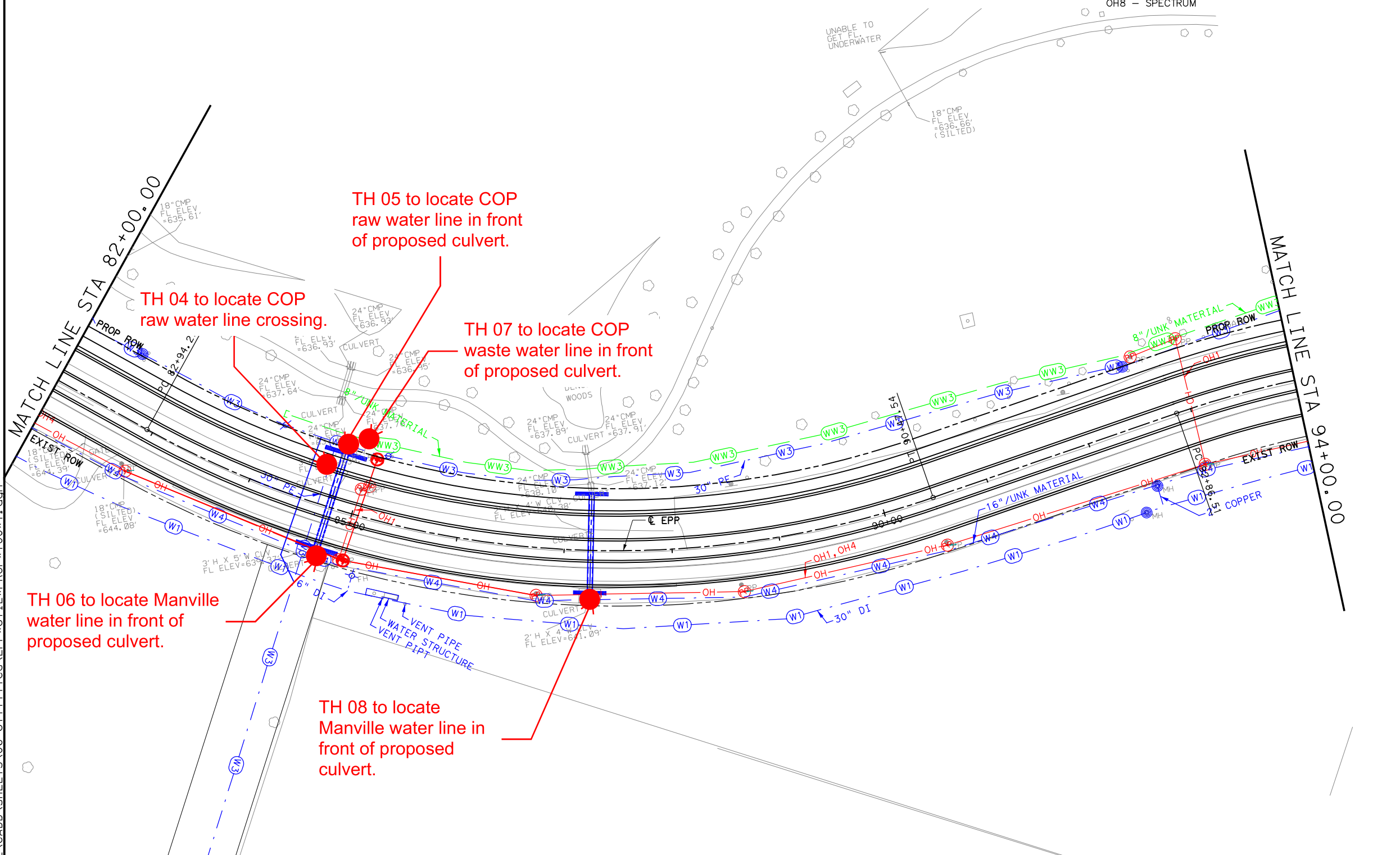
WATER	CITY OF PFLUGERVILLE	TRANSMISSION MAIN	WATER LINE	RAW WATER LINE	MANVILLE WSC	QL "B"	QL "C"/QL "D"	QL "B"	QL "C"/QL "D"
W1	W2	W3	W4	W1	W2	W3	W4	W1	W2

TRAFFIC SIGNALS	TXDOT	TXDOT	OVERHEAD UTILITY	OH1	OH2	OH3	OH4	OH5	OH6	OH7	OH8
TS1	TS1	TS1	OH	OH	OH	OH	OH	OH	OH	OH	OH



LEGEND OF UTILITY SYMBOLS

END CAP	QUALITY LEVEL CHANGE	TEST HOLE	UTILITY CONTINUATION	CATV CABINET	CATV HANDHOLE	CATV PEDESTAL	FIBER HANDHOLE	TELEPHONE CABINET	TELEPHONE HANDHOLE (VAULT)	TELEPHONE MANHOLE	TELEPHONE PEDESTAL	TELEPHONE POLE	TELEPHONE POLE W/RISER	ELECTRIC HANDHOLE	ELECTRIC JUNCTION BOX (CABINET)	ELECTRIC MANHOLE	ELECTRIC POLE (POWER)	ELECTRIC POLE W/RISER	LIGHT POLE	SIGNAL POLE	SIGNAL HANDHOLE/BOX	TRANSMISSION POLE	GAS METER	GAS TEST STATION	GAS VALVE	GAS VENT PIPE (GAS RISER)	STORM INLET	STORM OUTFALL	STORM MANHOLE	WASTE WATER CLEANOUT	WASTE WATER MANHOLE	FIRE HYDRANT	WATER MANHOLE	WATER METER	WATER VALVE	WATER VAULT
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TH 05 to locate COP raw water line in front of proposed culvert.

TH 04 to locate COP raw water line crossing.

TH 07 to locate COP waste water line in front of proposed culvert.

TH 06 to locate Manville water line in front of proposed culvert.

TH 08 to locate Manville water line in front of proposed culvert.

LEGEND OF PROPOSED UTILITY TYPES

ELECTRIC OH UTILITY	ELECTRIC UG UTILITY	CABLE/FIBER OPTIC UG UTILITY	WATER UTILITY	UNKNOWN UG UTILITY
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EAST PFLUGERVILLE PARKWAY EXISTING AND PROPOSED UTILITIES

SCALE HORIZONTAL: 100' VERTICAL: SHEET 7 OF 7

DESIGN	FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.	SHEET NO.
DESIGN	STATE	DIST. NO.	COUNTY
DRAWN	TX	6	TRAVIS
CHECK	CONTROL	SECTION	JOB
CHECK			HIGHWAY NO.

14-G

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Exhibit B-4 UTILITY TYPES

PROPOSED UTILITY UNKNOWN UTILITY COMMUNICATIONS AT&T (TELE) AT&T (FO/DUCT) AT&T (TELE) AT&T (FO/DUCT)

ELECTRIC / POWER ONCOR ONCOR GAS / PETROLEUM ATMOS ENERGY ATMOS ENERGY FLINT HILLS ATMOS ENERGY ATMOS ENERGY FLINT HILLS

QL "B" E1 QL "C"/QL "D" E1 QL "B" G1 QL "C"/QL "D" G1 QL "C"/QL "D" PL1 QL "C"/QL "D" PL2

SANITARY SEWER CITY OF PFLUGERVILLE CITY OF PFLUGERVILLE CITY OF PFLUGERVILLE CITY OF PFLUGERVILLE

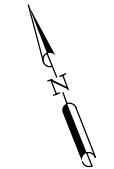
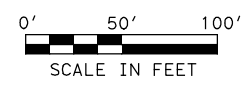
QL "B" WW1 QL "C"/QL "D" WW1 QL "B" WW2 QL "C"/QL "D" WW2 QL "B" WW3 QL "C"/QL "D" WW3

WATER CITY OF PFLUGERVILLE CITY OF PFLUGERVILLE CITY OF PFLUGERVILLE CITY OF PFLUGERVILLE MANVILLE WSC

QL "B" W1 QL "C"/QL "D" W1 QL "B" W2 QL "C"/QL "D" W2 QL "B" W3 QL "C"/QL "D" W3 QL "B" W4 QL "C"/QL "D" W4

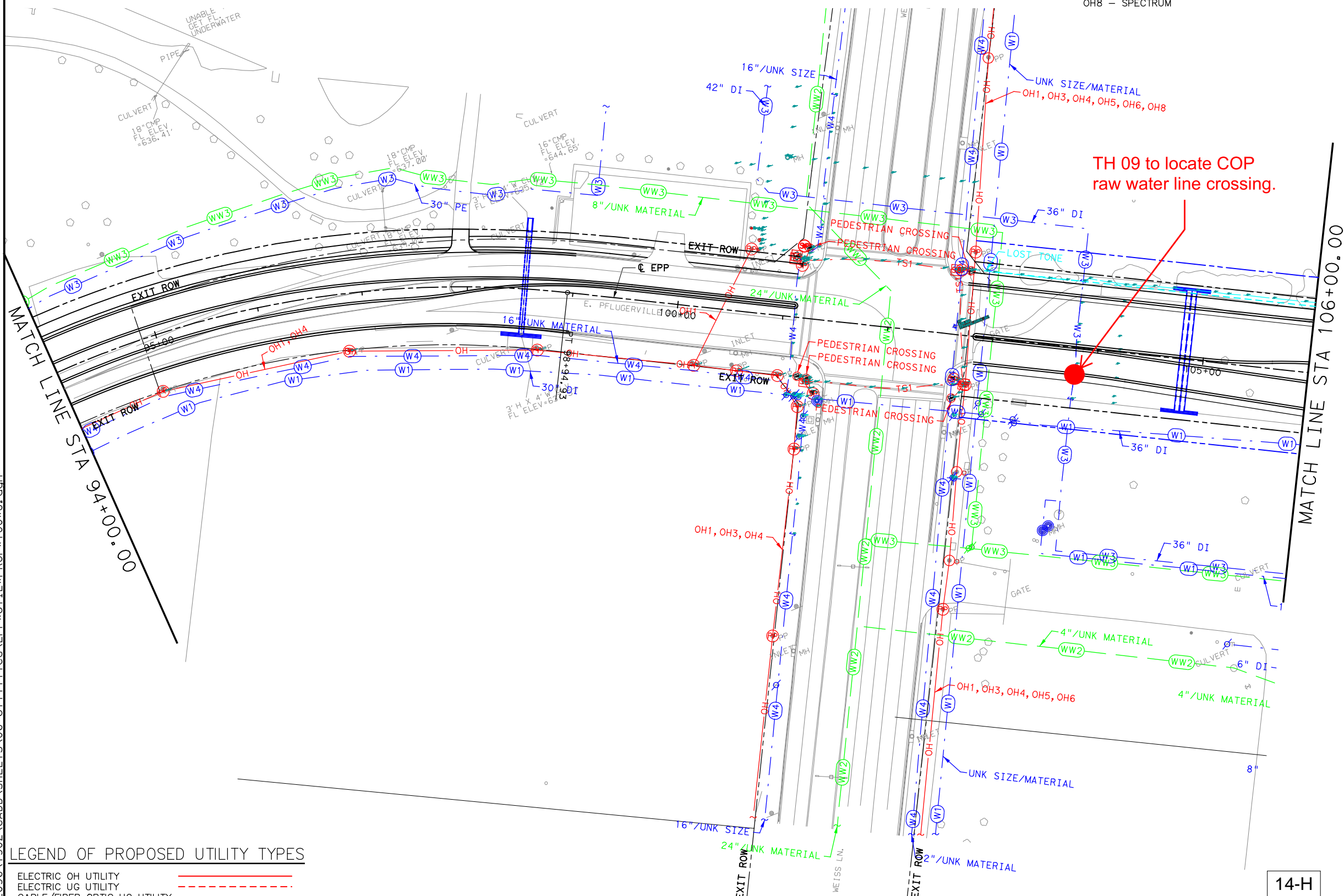
TRAFFIC SIGNALS TXDOT TXDOT OVERHEAD UTILITY OH1 - ONCOR (DISTRIBUTION) OH2 - ONCOR (TRANSMISSION) OH3 - AT&T (TELE) OH4 - AT&T (FIBER) OH5 - GRANDE (FIBER) OH6 - SUDDENLINK (FIBER) OH7 - LCRA (TRANSMISSION) OH8 - SPECTRUM

QL "B" TS1 QL "C"/QL "D" TS1 QL "C"/QL "D" OH



LEGEND OF UTILITY SYMBOLS

- END CAP
- QUALITY LEVEL CHANGE
- TEST HOLE
- UTILITY CONTINUATION
- CATV CABINET
- CATV HANDHOLE
- CATV PEDESTAL
- FIBER HANDHOLE
- TELEPHONE CABINET
- TELEPHONE HANDHOLE (VAULT)
- TELEPHONE MANHOLE
- TELEPHONE PEDESTAL
- TELEPHONE POLE
- TELEPHONE POLE W/RISER
- ELECTRIC HANDHOLE
- ELECTRIC JUNCTION BOX (CABINET)
- ELECTRIC MANHOLE
- ELECTRIC POLE (POWER)
- ELECTRIC POLE W/RISER
- LIGHT POLE
- SIGNAL POLE
- SIGNAL HANDHOLE/BOX
- TRANSMISSION POLE
- GAS METER
- GAS TEST STATION
- GAS VALVE
- GAS VENT PIPE (GAS RISER)
- STORM INLET
- STORM OUTFALL
- STORM MANHOLE
- WASTE WATER CLEANOUT
- WASTE WATER MANHOLE
- FIRE HYDRANT
- WATER MANHOLE
- WATER METER
- WATER VALVE
- WATER VAULT



LEGEND OF PROPOSED UTILITY TYPES

- ELECTRIC OH UTILITY
- ELECTRIC UG UTILITY
- CABLE/FIBER OPTIC UG UTILITY
- WATER UTILITY
- UNKNOWN UG UTILITY



EAST PFLUGERVILLE PARKWAY EXISTING AND PROPOSED UTILITIES

SCALE HORIZONTAL: 100' VERTICAL: SHEET 8 OF 8

DESIGN	FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.	SHEET NO.
DESIGN	STATE	DIST. NO.	18
DRAWN	TX	6	TRAVIS
CHECK	CONTROL	SECTION	JOB
CHECK			HIGHWAY NO.

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14-H

Exhibit B - E. Pflugerville Pkwy PS&E

ID	Task Name	Duration	Start	Finish	Predecessors	Qtr 2, 2021			Qtr 3, 2021			Qtr 4, 2021			Qtr 1, 2022		
						Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar
1	E. Pflugerville Pkwy PS&E: Colorado Sand to Weiss	219 days	Fri 4/23/21	Wed 2/23/22													
2	NTP	1 day	Fri 4/23/21	Fri 4/23/21													
3	Kickoff Meeting	1 day	Wed 4/28/21	Wed 4/28/21	2FS+2 days												
4	Finalize Roadway Design/Model	15 days	Mon 5/3/21	Fri 5/21/21	3FS+2 days												
5	Finalize Drainage Design/Model	15 days	Mon 5/17/21	Fri 6/4/21	4SS+10 days												
6	60% Plans Development	50 days	Mon 5/24/21	Fri 7/30/21	4												
7	60% Plans Review	15 days	Mon 8/2/21	Fri 8/20/21	6												
8	60% C/R Meeting	1 day	Wed 9/1/21	Wed 9/1/21	7FS+7 days												
9	90% Development	42 days	Thu 9/2/21	Fri 10/29/21	8												
10	90% Plans Review	15 days	Mon 11/1/21	Fri 11/19/21	9												
11	90% C/R Meeting	1 day	Fri 12/3/21	Fri 12/3/21	10FS+9 days												
12	100% Plans Development	35 days	Mon 12/6/21	Fri 1/21/22	11												
13	100% Plans Review	15 days	Mon 1/24/22	Fri 2/11/22	12												
14	100% C/R Meeting	1 day	Fri 2/18/22	Fri 2/18/22	13FS+4 days												
15	Final PS&E Submittal	3 days	Mon 2/21/22	Wed 2/23/22	14												

Project: East Pflugerville Parkwa Date: Thu 4/1/21	Task		Project Summary		Manual Task		Start-only		Deadline	
	Split		Inactive Task		Duration-only		Finish-only		Progress	
	Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
	Summary		Inactive Summary		Manual Summary		External Milestone			

**E. PFLUGERVILLE PKWY
FEE ESTIMATE**

EXHIBIT C

FEE SCHEDULE - Design Services for Plans, Specifications and Estimates

PROJECT NAME: E. Pflugerville Pkwy from Colorado Sand Dr to Weiss Ln

PRIME PROVIDER NAME: LJA Engineering, Inc.

Date: 4/6/2021

E. PFLUGERVILLE PKWY PROJECT									
TASK DESCRIPTION	Senior PM	Senior Engineer	Project Engineer	E.I.T.	Utility Coordinator	Senior Eng Tech	CADD Operator	Admin	Total
FC 120 - Environmental Studies									
See aci consulting Fee Schedule in Exhibit A									\$19,575

TASK DESCRIPTION	Senior PM	Senior Engineer	Project Engineer	E.I.T.	Utility Coordinator	Senior Eng Tech	CADD Operator	Admin	Total
FC 145 - Project Management									
Prepare Project Management Plan	12.0	10.0							22.0
Prepare Project Specific QA/QC Plan	5.0	10.0							15.0
Kick-off Meeting with City	2.0	2.0	2.0						6.0
Kick-off Meeting with Team	3.0	2.0	2.0	2.0		2.0	2.0	3.0	16.0
Milestone Meetings (3)	8.0	8.0	8.0	12.0					36.0
Team Coordination Meetings (20)	15.0	15.0	15.0	15.0		15.0		20.0	95.0
Meeting Minutes (All Meetings)	6.0		20.0					40.0	66.0
Master Contract and Sub Consultant Contract Creation	4.0	10.0						16.0	30.0
Monthly Invoices	20.0							40.0	60.0
Manage Sub Consultants									0.0
aci	5.0	8.0	16.0						29.0
McGray	5.0	8.0	16.0						29.0
Rios	5.0	8.0	16.0						29.0
Project Schedule		4.0	12.0						16.0
Document Control		4.0	8.0	12.0				16.0	40.0
Prepare Submittals	2.0	8.0		10.0				20.0	40.0
HOURS SUB-TOTALS	92.0	97.0	115.0	51.0	0.0	17.0	2.0	155.0	529.0
LABOR RATE PER HOUR	\$230	\$180	\$160	\$135	\$122	\$120	\$85	\$70	
SUBTOTAL	\$21,160	\$17,460	\$18,400	\$6,885	\$0	\$2,040	\$170	\$10,850	\$76,965

**E. PFLUGERVILLE PKWY
FEE ESTIMATE**

EXHIBIT C

FEE SCHEDULE - Design Services for Plans, Specifications and Estimates

PROJECT NAME: E. Pflugerville Pkwy from Colorado Sand Dr to Weiss Ln

PRIME PROVIDER NAME: LJA Engineering, Inc.

Date: 4/6/2021

E. PFLUGERVILLE PKWY PROJECT									
TASK DESCRIPTION	Senior PM	Senior Engineer	Project Engineer	E.I.T.	Utility Coordinator	Senior Eng Tech	CADD Operator	Admin	Total
FC 150 - Topographical Survey									
See McGray/McGray Fee Schedule in Exhibit A									\$7,601

TASK DESCRIPTION	Senior PM	Senior Engineer	Project Engineer	E.I.T.	Utility Coordinator	Senior Eng Tech	CADD Operator	Admin	Total
FC 160 - PS&E Roadway Design									
Finalize Horizontal Alignments	1.0	4.0	8.0	12.0					25.0
Finalize Vertical Profiles		4.0	8.0	12.0					24.0
Title Sheet		2.0	4.0	8.0			12.0		26.0
Index Sheet			4.0	8.0			8.0		20.0
Project Layouts Sheets		2.0	8.0	16.0			8.0		34.0
Typical Sections Sheets		4.0	12.0	30.0			40.0		86.0
Horizontal Alignment Sheets		1.0	4.0	8.0			4.0		17.0
Roadway Plan and Profile Sheets (50 scale)	1.0	30.0	56.0	160.0		32.0	160.0		439.0
Cross Street Plan and Profile Sheets		10.0	24.0	40.0		10.0	40.0		124.0
Intersection Layout/Grading Sheet	1.0	10.0	20.0	40.0		20.0	20.0		111.0
Miscellaneous Roadway Detail Sheets		4.0	16.0	24.0		12.0	12.0		68.0
Driveway Plan and Profile Sheets (2 Per Page)		12.0	20.0	40.0		20.0	20.0		112.0
Proposed Cross Section Sheets	1.0	16.0	40.0	80.0		40.0	40.0		217.0
Earthwork Determination		2.0	12.0	40.0					54.0
Quantity Summaries		2.0	16.0	32.0			20.0		70.0
Cost Estimate (60, 90, 100%)	1.0	5.0	16.0	40.0					62.0
Standards		2.0	4.0	8.0			8.0		22.0
Prepare Contract documents and create project manual	1.0	5.0	20.0	40.0					66.0
HOURS SUB-TOTALS	6.0	115.0	292.0	638.0	0.0	134.0	392.0	0.0	1577.0
LABOR RATE PER HOUR	\$230	\$180	\$160	\$135	\$122	\$120	\$85	\$70	
SUBTOTAL	\$1,380	\$20,700	\$46,720	\$86,130	\$0	\$16,080	\$33,320	\$0	\$204,330

**E. PFLUGERVILLE PKWY
FEE ESTIMATE**

EXHIBIT C

FEE SCHEDULE - Design Services for Plans, Specifications and Estimates

PROJECT NAME: E. Pflugerville Pkwy from Colorado Sand Dr to Weiss Ln

PRIME PROVIDER NAME: LJA Engineering, Inc.

Date: 4/6/2021

E. PFLUGERVILLE PKWY PROJECT									
TASK DESCRIPTION	Senior PM	Senior Engineer	Project Engineer	E.I.T.	Utility Coordinator	Senior Eng Tech	CADD Operator	Admin	Total
FC 161 - PS&E Drainage Design									
Finalize Exterior Drainage Areas		4.0	8.0	8.0					20.0
Finalize Culvert Design	2.0	24.0	24.0	24.0					74.0
Produce Culvert Cross Sections				20.0		16.0			36.0
Delineate Interior Drainage Areas		8.0	8.0	24.0					40.0
Place Inlets		8.0	16.0	24.0					48.0
Design Storm Sewer System		16.0	16.0	24.0					56.0
Design Roadside Ditches			4.0	20.0					24.0
Design Detention Facilities		4.0	8.0	16.0					28.0
Existing Drainage Area Map Sheets		1.0	1.0	16.0			16.0		34.0
Proposed Drainage Area Map Sheets		2.0	2.0	40.0			40.0		84.0
Culvert Layout Sheets		4.0	16.0	40.0		40.0	40.0		140.0
Drainage Plan & Profile Sheets (34 Sheets) (50 scale)		24.0	72.0	160.0			180.0		436.0
Storm Sewer Lateral Profile Sheets			4.0	32.0			40.0		76.0
Hydraulic Data Sheets – Culverts		2.0	4.0	8.0			9.0		23.0
Hydraulic Data Sheets – Drainage Areas		2.0	4.0	8.0			9.0		23.0
Hydraulic Data Sheets – Inlets		2.0	4.0	8.0			9.0		23.0
Hydraulic Data Sheets – Links		2.0	4.0	8.0			9.0		23.0
Hydraulic Data Sheets – Ditches			2.0	2.0			6.0		10.0
Detention Pond Details		2.0	8.0	16.0			16.0		42.0
Quantity Summaries		2.0	16.0	56.0					74.0
Drainage Standards						8.0			8.0
HOURS SUB-TOTALS	2.0	107.0	221.0	554.0	0.0	64.0	374.0	0.0	1322.0
LABOR RATE PER HOUR	\$230	\$180	\$160	\$135	\$122	\$120	\$85	\$70	
SUBTOTAL	\$460	\$19,260	\$35,360	\$74,790	\$0	\$7,680	\$31,790	\$0	\$169,340

TASK DESCRIPTION	Senior PM	Senior Engineer	Project Engineer	E.I.T.	Utility Coordinator	Senior Eng Tech	CADD Operator	Admin	Total
FC 162.1 - Signing and Pavement Markings									
Signing & Pavement Marking Sheets (50 scale)		10.0	48.0	90.0			150.0		298.0
Small Sign Summary		4.0	16.0	40.0			10.0		70.0
Standards		2.0	4.0	6.0			4.0		16.0
Quantity Summaries		2.0	8.0	16.0			12.0		38.0
HOURS SUB-TOTALS	0.0	18.0	76.0	152.0	0.0	0.0	176.0	0.0	422.0
LABOR RATE PER HOUR	\$230	\$180	\$160	\$135	\$122	\$120	\$85	\$70	
SUBTOTAL	\$0	\$3,240	\$12,160	\$20,520	\$0	\$0	\$14,960	\$0	\$50,880

**E. PFLUGERVILLE PKWY
FEE ESTIMATE**

EXHIBIT C

FEE SCHEDULE - Design Services for Plans, Specifications and Estimates

PROJECT NAME: E. Pflugerville Pkwy from Colorado Sand Dr to Weiss Ln

PRIME PROVIDER NAME: LJA Engineering, Inc.

Date: 4/6/2021

E. PFLUGERVILLE PKWY PROJECT									
TASK DESCRIPTION	Senior PM	Senior Engineer	Project Engineer	E.I.T.	Utility Coordinator	Senior Eng Tech	CADD Operator	Admin	Total
FC 163.3 - Traffic Control and Erosion Control									
TCP Typical Sections		4.0	8.0	12.0			24.0		48.0
TCP Narrative	1.0	4.0	8.0	24.0			4.0		41.0
TCP Phase 1 Layouts (50 Scale)		12.0	16.0	36.0			60.0		124.0
TCP Phase 2 Layouts (50 Scale)		12.0	20.0	60.0			60.0		152.0
TCP Phase 3 Layouts (50 Scale)		12.0	20.0	60.0			60.0		152.0
TCP Cross-Sections by Phase	1.0	8.0	32.0	80.0			40.0		161.0
Intersection Phasing Details (1 location)		6.0	8.0	16.0			16.0		46.0
Detour Layout		6.0	8.0	16.0			16.0		46.0
Design of Temporary Erosion Control Measures	1.0	12.0	40.0	80.0					133.0
Inclusion of Temporary Erosion Control Measures on TCP Layouts (50 Scale)			10.0	16.0			60.0		86.0
TCP Standards		2.0	4.0	4.0			4.0		14.0
TCP Quantity Summary		2.0	4.0	36.0			8.0		50.0
Temporary Erosion Control Standards		2.0	4.0	4.0			4.0		14.0
Temporary Erosion Control Quantity Summary		2.0	4.0	36.0			8.0		50.0
HOURS SUB-TOTALS	3.0	84.0	186.0	480.0	0.0	0.0	364.0	0.0	1117.0
LABOR RATE PER HOUR	\$230	\$180	\$160	\$135	\$122	\$120	\$85	\$70	
SUBTOTAL	\$690	\$15,120	\$29,760	\$64,800	\$0	\$0	\$30,940	\$0	\$141,310

TASK DESCRIPTION	Senior PM	Senior Engineer	Project Engineer	E.I.T.	Utility Coordinator	Senior Eng Tech	CADD Operator	Admin	Total
FC 163.5 - Illumination									
Illumination Design & Analysis	1.0	15.0	40.0	40.0					96.0
Illumination Schematic		6.0	8.0	16.0			24.0		54.0
Illumination Layout Sheets (50 Scale)		20.0	30.0	50.0			100.0		200.0
Electrical Details Sheets		5.0	4.0	8.0			8.0		25.0
Circuit Diagram Sheets		6.0	8.0	40.0			24.0		78.0
Electrical Service Sheet		6.0	8.0	12.0			8.0		34.0
Voltage Drop Calculations		6.0	12.0	24.0					42.0
Coordination with ONCOR (including site visit)	1.0	8.0	8.0	8.0			8.0		33.0
Standards		2.0	4.0	8.0			8.0		22.0
Quantity Summaries		2.0	4.0	16.0			10.0		32.0
HOURS SUB-TOTALS	2.0	76.0	126.0	222.0	0.0	0.0	190.0	0.0	616.0
LABOR RATE PER HOUR	\$230	\$180	\$160	\$135	\$122	\$120	\$85	\$70	
SUBTOTAL	\$460	\$13,680	\$20,160	\$29,970	\$0	\$0	\$16,150	\$0	\$80,420

**E. PFLUGERVILLE PKWY
FEE ESTIMATE**

EXHIBIT C

FEE SCHEDULE - Design Services for Plans, Specifications and Estimates

PROJECT NAME: E. Pflugerville Pkwy from Colorado Sand Dr to Weiss Ln

PRIME PROVIDER NAME: LJA Engineering, Inc.

Date: 4/6/2021

E. PFLUGERVILLE PKWY PROJECT									
TASK DESCRIPTION	Senior PM	Senior Engineer	Project Engineer	E.I.T.	Utility Coordinator	Senior Eng Tech	CADD Operator	Admin	Total
FC 163.6 - Subsurface Utilities									
See The Rios Group Fee Schedule in Exhibit A									\$18,425

TASK DESCRIPTION	Senior PM	Senior Engineer	Project Engineer	E.I.T.	Utility Coordinator	Senior Eng Tech	CADD Operator	Admin	Total
FC 163.15 - Contract Time Determination									
Prepare Construction Schedule 90%	1.0	4.0	16.0						21.0
Prepare Construction Schedule 100%	1.0	2.0	8.0						11.0
HOURS SUB-TOTALS	2.0	6.0	24.0	0.0	0.0	0.0	0.0	0.0	32.0
LABOR RATE PER HOUR	\$230	\$180	\$160	\$135	\$122	\$120	\$85	\$70	
SUBTOTAL	\$460	\$1,080	\$3,840	\$0	\$0	\$0	\$0	\$0	\$5,380

TASK DESCRIPTION	Senior PM	Senior Engineer	Project Engineer	E.I.T.	Utility Coordinator	Senior Eng Tech	CADD Operator	Admin	Total
FC 163.17 - Comment Resolution and QA/QC									
QA/QC 60% Submittal	4.0	24.0	12.0						40.0
QA/QC 90% Submittal	4.0	16.0	8.0						28.0
QA/QC 100% Submittal	4.0	16.0	8.0						28.0
Respond to City comments 60%	1.0	2.0	4.0	12.0			8.0		27.0
Respond to City comments 90%	1.0	1.0	2.0	4.0			4.0		12.0
Respond to City comments 100%	1.0	1.0	2.0	4.0			4.0		12.0
HOURS SUB-TOTALS	15.0	60.0	36.0	20.0	0.0	0.0	16.0	0.0	147.0
LABOR RATE PER HOUR	\$230	\$180	\$160	\$135	\$122	\$120	\$85	\$70	
SUBTOTAL	\$3,450	\$10,800	\$5,760	\$2,700	\$0	\$0	\$1,360	\$0	\$24,070

**E. PFLUGERVILLE PKWY
FEE ESTIMATE**

EXHIBIT C

FEE SCHEDULE - Design Services for Plans, Specifications and Estimates

PROJECT NAME: E. Pflugerville Pkwy from Colorado Sand Dr to Weiss Ln

PRIME PROVIDER NAME: LJA Engineering, Inc.

Date: 4/6/2021

E. PFLUGERVILLE PKWY PROJECT									
TASK DESCRIPTION	Senior PM	Senior Engineer	Project Engineer	E.I.T.	Utility Coordinator	Senior Eng Tech	CADD Operator	Admin	Total
FC 120 - Environmental Studies	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$ -
FC 145 - Project Management	\$21,160	\$17,460	\$18,400	\$6,885	\$0	\$2,040	\$170	\$10,850	\$ 76,965.00
FC 150 - Topographical Survey	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$ -
FC 160 - PS&E Roadway Design	\$1,380	\$20,700	\$46,720	\$86,130	\$0	\$16,080	\$33,320	\$0	\$ 204,330.00
FC 161 - PS&E Drainage Design	\$460	\$19,260	\$35,360	\$74,790	\$0	\$7,680	\$31,790	\$0	\$ 169,340.00
FC 162.1 - Signing and Pavement Markings	\$0	\$3,240	\$12,160	\$20,520	\$0	\$0	\$14,960	\$0	\$ 50,880.00
FC 163.3 - Traffic Control and Erosion Control	\$690	\$15,120	\$29,760	\$64,800	\$0	\$0	\$30,940	\$0	\$ 141,310.00
FC 163.5 - Illumination	\$460	\$13,680	\$20,160	\$29,970	\$0	\$0	\$16,150	\$0	\$ 80,420.00
FC 163.6 - Subsurface Utilities	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$ -
FC 163.15 - Contract Time Determination	\$460	\$1,080	\$3,840	\$0	\$0	\$0	\$0	\$0	\$ 5,380.00
FC 163.17 - Comment Resolution and QA/QC	\$3,450	\$10,800	\$5,760	\$2,700	\$0	\$0	\$1,360	\$0	\$ 24,070.00
SUBTOTAL LABOR EXPENSES	\$ 28,060	\$ 101,340	\$ 172,160	\$ 285,795	\$ -	\$ 25,800	\$ 128,690	\$ 10,850	\$752,695.00
DIRECT EXPENSES	Rate	Quantity	Cost						
Mileage	\$0.58	500	\$287.50						\$287.50
Courier Services (Deliveries)	\$30.00	6	\$180.00						\$180.00
CADD Plotting (per SQ/FT)	\$1.50	50	\$75.00						\$75.00
Photocopies B/W (8.5 X 11)	\$0.10	100	\$10.00						\$10.00
Photocopies B/W (11 X 17)	\$0.15	3000	\$450.00						\$450.00
Photocopies Color (8 X 10)	\$0.75	50	\$37.50						\$37.50
Photocopies Color (11 X 17)	\$1.00	90	\$90.00						\$90.00
TDLR Plan Review and Registration (to be paid by City directly)	\$0.00	1	\$0.00						\$0.00
Outside Reproduction (Bid Sets)	\$200.00	2	\$400.00						\$400.00
Postage	\$3.00	20	\$60.00						\$60.00
Exhibit Roll Plots (Mounted Color on Bond)	\$100.00	0	\$0.00						\$0.00
SUBTOTAL DIRECT EXPENSES									\$1,590.00
LJA ENGINEERING, INC. TOTAL									\$754,285.00
SUBCONSULTANTS									
ENV STUDIES (aci consultants)									\$19,575.00
SURVEY (McGRAY & McGRAY)									\$7,601.00
SUE TEST HOLES (THE RIOS GROUP)									\$18,425.36
TOTAL - SUB CONSULTANTS:									\$45,601.36
GRAND TOTAL									\$799,886.36