

**PROFESSIONAL SERVICES AGREEMENT
FOR
STREET RECONSTRUCTON PROJECTS, PACKAGE 2**

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 Lockwood, Andrews & Newnam, Inc. (“Consultant”), both of which may be referred to herein singularly as “Party” or collectively as the “Parties.”

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

I. DEFINITIONS

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

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

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

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

II. TERM

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

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

III. SCOPE OF SERVICES

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 four-hundred twenty-three thousand two-hundred ninety-four dollars (\$423,294.00) as total compensation, to be paid to Consultant as further detailed in *Exhibit B*.

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

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

V. OWNERSHIP OF DOCUMENTS

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

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

VI. RECORDS RETENTION

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

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

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

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

VII. TERMINATION

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

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

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

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

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

7.4.1 Bankruptcy or selling substantially all of company's assets

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

7.4.3 Performing unsatisfactorily

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

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

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

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

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

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

VIII. NOTICE

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

If intended for City, to: City of Pflugerville
Attn: Patricia Davis, P.E.
City Engineer
P.O. Box 589
Pflugerville, Texas 78691

If intended for Consultant, to: Lockwood, Andrews & Newnam, Inc.
Attn: Travis Michel, P.E.
8911 N. Capital of Texas Hwy, Bldg.2, Ste. 2300
Austin, TX 78759

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 “*Street Reconstruction Projects, Package 2*” in the Description of Operations block of the Certificate. The original Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept Memorandum of Insurance or Binders as proof of insurance. The original certificate(s) or form must have the agent’s original signature, including the signer’s company affiliation, title and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer’s authorized representative to the City. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the City. No officer or employee, other than the City Attorney, shall have authority to waive this requirement.

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

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

City of Pflugerville

Insurance Requirements

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

X. INDEMNIFICATION

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

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

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

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

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

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

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

XI. ASSIGNMENT AND SUBCONTRACTING

11.1 Consultant shall supply qualified personnel as may be necessary to complete the work to be performed under this Agreement. Persons retained to perform work pursuant to this

Agreement shall be the employees or subcontractors of Consultant. Consultant, its employees or its subcontractors shall perform all necessary work.

11.2 It is City's understanding, and this Agreement is made in reliance thereon, that Consultant intends to use the following subcontractors in the performance of this Agreement: *Rock Engineering & Testing Laboratories; McGray & McGray Land Surveyors, Inc.; Nancy Ledbetter & Associates; Cox|McLain Environmental Consultants; Altura Solutions, Inc.; The Rios Group*. 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" - Fee Summary for Professional Services and Exhibit "C" - Proposed Project Schedule.

XXIV. ENTIRE AGREEMENT

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

XXV. MISCELLANEOUS CITY CODE PROVISIONS

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

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

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

25.4 Payment of Debt or Delinquency to the State or Political Subdivision of the State. Pursuant to Chapter 38, *City of Pflugerville Code of Ordinances*, Consultant agrees that any payments owing to Consultant under the Agreement may be applied directly toward any debt

or delinquency that Consultant owes the City of Pflugerville, State of Texas or any political subdivision of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.

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

25.6 Texas Government Code Mandatory Provision. The City of Pflugerville may not enter into a contract with a company for goods and services unless the contract contains a written verification from the company that it; (i) does not boycott Israel; (ii) will not boycott Israel during the term of the contract; (iii) does not boycott energy companies; (iv) will not boycott energy companies during the term of the contract; (v) does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and (vi) will not discriminate during the term of the contract against a firearm entity or firearm trade association (Texas Government Code, Chapter 2271.002; 2274.002).

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

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

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

**CITY OF
PFLUGERVILLE**

**CONSULTANT
LOCKWOOD, ANDREWS &
NEWNAM, INC.**



(Signature)

(Signature)

Printed Name: Sereniah Breland

Printed Name: Travis Michel, P.E.

Title: City Manager

Title: Associate-Team Leader

Date: _____

Date: 1/6/2022

APPROVED AS TO FORM:

Charles E. Zech
City Attorney
DENTON NAVARRO ROCHA BERNAL & ZECH, P.C.

EXHIBIT A

SCOPE OF SERVICES

The City of Pflugerville ("CITY") is proposing to reconstruct or rehabilitate the following as part of the *Neighborhood Streets Reconstruction Project, Package 2*:

1. Segment of Bushmills Road between Picadilly Drive and Bushmills Court (375 LF).
2. Segment of Edgemere Drive between Grand Avenue Parkway and the Gilleland Creek Trail access (4,070 LF).
3. Segment of Great Basin Avenue between N. Heatherwilde Boulevard and E. Pflugerville Parkway (3,975 LF).
4. Segment of Picadilly Drive between Central Commerce Drive and Grand Avenue Parkway (5,960 LF).
5. Segment of W. Pflugerville Loop between Central Commerce Drive and Edgemere Drive (1,635 LF).
6. Segment of Windermere Drive between W. Pecan Street and Edgemere Drive (3,045 LF), and
7. Segment of Yellow Sage Street between W. Pecan Street and Bellemeade Boulevard (1,795 LF).

The work to be performed under this Professional Services Agreement by Lockwood, Andrews and Newnam, Inc. ("CONSULTANT") will consist primarily of the preparation of Plans, Specifications, and Estimate ("PS&E"), the preparation of Bidding Documents, and performing Construction Administration Services. The CITY will be represented by Freese and Nichols, Inc. acting as the General Engineering Consultant ("GEC").

1.0 PROJECT ADMINISTRATION AND COORDINATION SERVICES

The CONSULTANT Project Manager and Task Leaders will be responsible for project oversight and the daily management of the project. Frequent and appropriate communications will be maintained between the CONSULTANT and CITY in an effort to expedite completion of the PS&E, Bid Documents, and performance of Construction Administration Services.

Project Administration Services will include the following:

- 1.1 Prior to the Project Kick-Off Meeting, the CONSULTANT will designate in writing, one (1) Professional Engineer licensed to practice in the State of Texas to be the Project Manager throughout the duration of the project for project management and all communications, including billing. The CONSULTANT will not replace the designated Project Manager without the written approval of the CITY.
- 1.2 The CONSULTANT will submit to the CITY its invoices of services completed and compensation due, arranged by tasks. The CONSULTANT will show the budgeted and currently authorized amounts for each task, along with the invoiced and to-date amounts. The invoice must be submitted to the CITY by the 10th calendar day of each month. In addition, the CONSULTANT's first invoice must include a schedule of anticipated monthly invoice amounts for the duration of the project. The invoice schedule must match the authorized contract amount.
- 1.3 Each month, and included with the submission of each invoice, the CONSULTANT will update the Project Schedule and related documents in accordance with the Project Schedule.
- 1.4 Each month, and included with the submission of each invoice, the CONSULTANT will submit a monthly report of the status of work performed through the end of the previous month. The CONSULTANT will summarize decisions or agreements made and will outline unresolved or pending issues requiring CITY involvement or decision.

Project Coordination Services will include the following:

- 1.5 The CONSULTANT will attend a Project Kick-Off Meeting with the CITY. The CONSULTANT will prepare and distribute meeting minutes within three (3) business days of the meeting.

EXHIBIT A

- 1.6 The CONSULTANT will meet with CITY monthly. The CONSULTANT will prepare and distribute the monthly meeting agenda twenty-four (24) hours before the meeting. The CONSULTANT will prepare and distribute meeting minutes within three (3) business days of each meeting.
- 1.7 The CONSULTANT will attend a Design Concept Meeting with the CITY. At this meeting, the project design criteria will be compiled and documented into a Design Summary Report format which the CONSULTANT will prepare. The CONSULTANT will prepare and distribute meeting minutes within three (3) business days of the meeting; and
- 1.8 The CONSULTANT will attend Comment Resolution Meetings after the Windshield/Preliminary Study phase, 60 percent, and 90 percent submittals to discuss review comments. The CONSULTANT will respond in writing to reviewer comments for each submittal. Responses will include explanations for any items in disagreement. The CONSULTANT will prepare and distribute meeting minutes within three (3) business days of each meeting.

2.0 PROJECT DESIGN CRITERIA

The Project Design Criteria will be as follows:

- 2.1 All engineering documents released, issued, or submitted by or for a registered engineering firm, including preliminary documents, must clearly indicate the engineering firm name and registration number. Additionally, all completed documents submitted for final approval or issuance or a permit must bear the seal with signature and date adjacent thereto of a Professional Engineer licensed to practice in the State of Texas.
- 2.2 The design standards to be used will include but not be limited to the City of Pflugerville Engineering Design Manual, City of Austin Drainage Criteria Manual, TxDOT Roadway Design Manual, TxDOT Bridge Design Manual – LRFD, TxDOT Hydraulic Design Manual, Highway Capacity Manual, the American Association of State Highway and Transportation Officials (AASHTO) A Policy on Geometric Design of Highways and Streets (Green Book), AASHTO LRFD Bridge Design Specifications, Texas Manual on Uniform Traffic Control Devices, ADA Accessibility Guidelines, Texas Pollutant Discharge Elimination System (TPDES) Guidelines, required applicable state and federal guidelines or standards; and
- 2.3 Project specifications will be developed using the latest City of Pflugerville Technical Standards and Specifications and when needed, City of Austin Technical Standards and Specifications and/or the Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges.

3.0 ENVIRONMENTAL SERVICES

Environmental Services will include the following:

- 3.1 Compliance with Construction Stormwater General Permit (TPDES).

4.0 SURVEYING SERVICES

The CONSULTANT will obtain the services of a Registered Professional Land Surveyor to perform field surveys for the Project. All survey services will comply with the latest revision of the Professional Land Surveying Practice Act of the State of Texas and will be accomplished under the direct supervision of a currently licensed State of Texas Registered Professional Land Surveyor.

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Surveying Services will include the following:

- 4.1 The CONSULTANT will establish control for the site in NAD 83 horizontal datum, Texas State Plane Coordinate System surface coordinates and NAVD 88 vertical datum.
- 4.2 The CONSULTANT will perform a topographic survey of the site. Topography elements within the existing ROW, including but not limited to surface features such as pavement edges, concrete curb, driveways, sidewalks and ramps, handrails, fences, street signs, trees, ground boxes, fire hydrants, manholes, valves, meters, utility risers, utility poles, mailboxes, etc.
- 4.3 The CONSULTANT will collect survey data of existing driveways adjacent to the Project within the existing ROW.
- 4.4 The CONSULTANT will survey elevations at key points, pipe sizes, and the locations of structures at all existing driveways.
- 4.5 The CONSULTANT will survey existing visible utility facilities (e.g., manholes, valve boxes, any available ground markings showing horizontal location, etc.).
- 4.6 The CONSULTANT will contact Texas One-Call, other Utility providers for City of Pflugerville, Manville Water Supply Corporation (MWSC), and Southwest Water Company to mark underground utilities and then survey the existing utilities as located.
- 4.7 The CONSULTANT will locate all trees with trunk diameter eight inches or greater, within the existing ROW for the purpose of protecting during construction.
- 4.8 The CONSULTANT will locate all soil/rock borings as drilled and any environmental features.
- 4.9 The CONSULTANT will prepare in MicroStation V8 or V8i or Civil3D, 2D drawing files with an ASCII file, along with .tin and .dat files for the DTM model in GEOPAK; and
- 4.10 The CONSULTANT will prepare Survey Control layout sheets in 11"x17" tabloid paper format, including but not limited to illustrating in graphical format the Project Limits to include monument locations, control recovery sketches detailing pertinent physical features, permanent and temporary Horizontal Control/Vertical Control Benchmarks (three-point tie details). Survey Control layout sheets must be signed and sealed by the Registered Professional Land Surveyor responsible for the survey. Survey Control layout sheets will become part of the Final Construction Contract Documents.

5.0 GEOTECHNICAL ENGINEERING SERVICES

Geotechnical Engineering Services will include the following:

- 5.1 The CONSULTANT will perform soil/rock borings using the TxDOT Cone Penetrometer method and conventional auger or air-rotary drilling methods. The CONSULTANT will perform soil/rock borings per the City's revised Pavement Design Standards in the Engineering Design Manual.
- 5.2 Samples of the encountered earth materials will be obtained, and groundwater observations will be made and recorded during the drilling operations. Borings must be backfilled in accordance with City of Pflugerville or applicable regulatory requirements. Areas that contain solution features in the boring will be identified.

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- 5.3 Prior to selecting locations for cores and borings, the CONSULTANT must conduct a brief visual condition survey of the existing pavements. This information will be used to help determine test locations. The CONSULTANT will coordinate utility clearances in locating the borings.
- 5.4 The CONSULTANT will coordinate with CITY to obtain a Right-of-Way Permit prior to performing any drilling activities.
- 5.5 Traffic control measures will be implemented during drilling activities that are anticipated to include partial or full lane closures with appropriate signage in accordance with the Texas Manual on Uniform Traffic Control Devices (TMUTCD);
- 5.6 The CONSULTANT will characterize the subsurface soils in accordance with their physical and engineering characteristics. Soil testing will be performed according to the Pavement Design Standards in the CITY's Engineering Design Manual.
- 5.7 If high plasticity or unstable subgrade soils are encountered in the borings, the CONSULTANT will perform testing to determine the recommended amount of lime or cement required to treat or stabilize the subgrade soils for the new pavement. Pavement design alternatives will consider whether or not to include subgrade stabilization and benefits for each or determination of soil replacement.
- 5.8 The CONSULTANT will describe and assess the site and general soil conditions encountered.
- 5.9 The CONSULTANT will provide appropriate site preparation, fill, backfill and placement criteria necessary to construct the Project.
- 5.10 The CONSULTANT will make up to four (4) recommendations for flexible pavement in accordance the City of Pflugerville's Pavement Design Criteria Manual.
- 5.11 The CONSULTANT will submit the results of the scope of work in a formalized Geotechnical Roadway Report prepared by a Professional Engineer licensed by the State of Texas.

6.0 UTILITY COORDINATION SERVICES

Utility Coordination Services will include the following:

- 6.1 The CONSULTANT will gather utility location information using available records from known local utilities in the area as well as Texas One-Call locates provided by survey. The CONSULTANT will correlate the record information with utility features surveyed to determine any potential conflicts.
- 6.2 The CONSULTANT will attend one (1) independent utility coordination meeting with the CITY, and utility owners. Additional utility coordination meetings which will be combined with design review meetings/progress meetings shall be implemented. The CONSULTANT will provide technical assistance and prepare meeting exhibits (including cross-sections and reference files) for use by the CITY and utility owners.
- 6.3 The CONSULTANT will provide a Utility Tracking Report (matrix) at the 60 percent design phase submittal and an updated Utility Tracking Report at the 90, and 100 percent design phase submittals. The Utility Tracking Report will include the following information as applicable:
 - a. Owner of the facility, including the facility address and the name and telephone number of the contact person at the facility.

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- b. Location of Conflict, identified by station and offset.
- c. Type of facility.
- d. Expected clearance date.
- e. Status.
- f. Effect on construction.
- g. Type of adjustment required.
- h. Critical path item? Yes or no.
- i. Cost of Relocation to City.
- j. Exclusive/Non-Exclusive easement? Yes or no, maintain exclusivity yes or no; and
- k. Consideration of shared duct bank.

6.4 The CONSULTANT will review proposed utility alignments for additional conflicts, however, constructability and conformance to utility regulations is the responsibility of each utility owner.

6.5 The CONSULTANT will reference in proposed utility lines as background if electronic CAD files are provided and received prior to the submittal of final construction contract document plan sheets; and

6.6 The CONSULTANT will develop existing utility layouts.

7.0 SUBSURFACE UTILITY ENGINEERING (SUE) SERVICES (ADDITIONAL SERVICE - IF NEEDED)

SUE Services will include the following and will be employed when warranted by the proposed design:

7.1 The CONSULTANT will obtain services of a SUE sub-consultant to perform a Level "B" SUE service. The Level "B" SUE will be performed per the standard of care guideline, Standard Guideline for the Collection and Depiction of Existing Utility Data, ASCE/CI 38-02.

- a. As part of the Records Research effort the CONSULTANT will perform the following:
 - i. Contact Texas One-Call, other Utility providers for City of Pflugerville, Manville Water Supply Corporation (MWSC), Southwest Water Company and acquire records from all available utility owners including local municipalities (cities, counties, etc.).
 - ii. Perform in-field visual site inspection. Compare utility record information with actual field conditions. Record indications of additional utility infrastructure and visual discrepancies with record drawings; and
 - iii. Interview available utility owners for needed clarification, resolution of found discrepancies, and details not provided on the record drawings.

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- b. As part of the Designating Effort the CONSULTANT will perform the following:
- i. Select and employ the appropriate suite of industry standard geophysical equipment to search for existing utilities within the limits specified on the project. For metallic/conductive utilities (e.g. steel pipe, electrical cable, telephone cable) electromagnetic induction, and magnetic equipment will be employed. The CONSULTANT will attempt to designate non-metallic/non-conductive utilities using other proven methods, such as rodding, probing, and Ground Penetrating Radar (GPR). This scope of work includes mapping of the following utilities: water, wastewater, natural gas, gas/oil pipelines, electric, telephone, fiber, duct banks, cable TV, and storm sewer. Unless specifically requested, utility service lines and irrigation lines are not included in this scope.
 - ii. Interpret the surface geophysics and mark the indications of utilities with paint or pin flags on the ground surface for subsequent depiction on deliverable utility maps.
 - iii. Record all marks on electronic field sketches and correlate such data with utility records and above ground appurtenances obtained from visual inspection to resolve differences and discrepancies. Denote any utilities found where ownership/utility type is not available from records as “unknown” facilities.
 - iv. Provide field sketch for survey of the existing utility designating marks and above ground utility appurtenances according to the project control and record the data for subsequent depiction on the plan deliverables. Review survey data of the existing utility designating marks and above ground utility appurtenances provided and record the data for subsequent depiction on the plan deliverables; and
 - v. The CONSULTANT will ensure that adequate traffic control is provided during this phase of the project.

8.0 TRAFFIC CONTROL PLAN SERVICES

- 8.1 The CONSULTANT will prepare a Traffic Control Plan (TCP), at a 1"=50' scale double stacked, a Detour Plan if required and a Sequence of Work Narrative which must include a removal strategy describing the steps required to safely remove traffic control devices and the work zone. The Traffic Control Plan will be developed in accordance with the most recent version of the Texas Manual of Uniform Traffic Control devices (TMUTCD). The TCP will identify work areas, temporary paving, temporary shoring, signing, detour alignment, barricades, temporary drainage structures, temporary retaining walls and other TCP related items as required.
- 8.2 The CONSULTANT will prepare Advance Warning Sign Layouts depicting the overall project area including side streets. Spacing, longitudinal and lateral offsets must be included for each sign. The sheets will locate the advance warning signs that will be in place throughout the construction process.
- 8.3 The CONSULTANT will prepare TCP Typical Sections for each Phase of construction as required.
- 8.4 The CONSULTANT will prepare a Sequence of Work Narrative and submit to the CITY for review and incorporation into the plans. The narrative will include a phase-by-phase, step-by-step written account of the proposed activities throughout the construction process. This is intended to be a narrative account of the proposed activities shown in the TCP.

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8.5 The CONSULTANT will obtain the most current applicable City of Pflugerville, City of Austin and/or TxDOT standards as needed for inclusion in all plan submittals. Standards that require modification will be modified and sealed by a Professional Engineer licensed by the State of Texas. All standards will have the title blocks filled out with the applicable project data; and

8.6 The CONSULTANT will calculate quantities for all items and prepare a quantity Summary Sheet(s).

9.0 ROADWAY DESIGN SERVICES

The tasks performed for the roadway design will include, but are not limited to the following:

9.1 The CONSULTANT will develop a Design Summary Report (DSR) documenting all design criteria for the Project.

9.2 The CONSULTANT will develop preliminary roadway typical sections for review and approval by the CITY. The existing and proposed typical sections will be shown with the 60% submittal.

9.3 The CONSULTANT will develop horizontal and vertical geometry.

9.4 The CONSULTANT, in conjunction with the CITY, will determine the appropriate pavement section for the proposed roadway reconstruction in accordance with the City's Pavement Design Criteria Manual.

9.5 The CONSULTANT will prepare a Title Sheet which will include pertinent project information.

9.6 The CONSULTANT will prepare a detailed Index of Sheets that shows each sheet's location in the plan set and corresponding sheet number.

9.7 The CONSULTANT will prepare Project Layout Sheets at a 1" = 100' scale double stacked that clearly indicate the limits of the entire project.

9.8 The CONSULTANT will prepare Existing and Proposed Typical Section Sheets from the schematic preliminary roadway typical sections. The existing typical sections will include the current roadway characteristics (pavement section, pavement width, ROW, etc.). The proposed typical sections will include all pertinent information for the proposed roadway construction. Typical sections will be required for all proposed and existing roadways, including side streets, with the best available information. The proposed typical sections must include the following:

- a. Width of travel lanes and directional arrows.
- b. Width of shoulders.
- c. Approximate order width.
- d. Curb offsets.
- e. Approximate ROW width.
- f. Centerline.
- g. Profile grade line.

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- h. Pavement structure (detailed layers shown based on Geotechnical Report).
 - i. Side Slopes and front slopes as needed.
 - j. Sodding/seeding limits.
 - k. Station limits.
 - l. Sidewalks (locations, widths).
 - m. Vertical barriers, etc.; and
 - n. Median widths.
- 9.9 The CONSULTANT will prepare Removal Layouts at a 1" = 50' scale double stacked. The layouts will indicate pavement, roadway appurtenances, and other pertinent items to be removed with details and descriptions to ensure the intent is clear.
- 9.10 The CONSULTANT will develop Horizontal Alignment Data Sheets that will include all horizontal alignment data.
- 9.11 The CONSULTANT will develop Roadway Plan and Profile Sheets at a scale of 1" = 50' H and 1" = 10' V. The sheets will include coordinates, superelevation data, stations, horizontal curve data, vertical profile data, elevations of key alignment features, drainage features, utilities, and any other items required for the complete construction of the Project.
- 9.12 The CONSULTANT will develop Intersection Layout Sheets at a 1" = 30' scale with spot elevations and proposed grading for the intersections. The following intersections will be included:
- a. None.**
- 9.13 The CONSULTANT will prepare Miscellaneous Roadway Details which will include all necessary details not included in standard City of Pflugerville, City of Austin and/or TxDOT detail sheets necessary to fully construct all portions of the Project.
- 9.14 The CONSULTANT will prepare cross-sections at a scale of 1" = 20' H and 1" = 10' V to be included in the plan set. The cross-sections will be created along the proposed centerline alignment at 50-foot intervals, culvert locations, intersections, existing driveways, and proposed driveways. The cross-sections will show the proposed roadway, roadside features, existing ground, proposed grading, existing ROW, proposed ROW, and easements. The horizontal alignment, pavement cross-slope, existing ROW and proposed ROW must all be labeled. Utilities and storm sewers, if required, will be shown on the cross-sections.
- 9.15 The CONSULTANT will obtain the most current applicable City of Pflugerville, City of Austin and/or TxDOT standards for inclusion in all plan submittals. Standards that require modification will be modified and sealed by a Professional Engineer licensed by the State of Texas. All standards will have the title blocks filled out with the applicable project data.
- 9.16 The CONSULTANT will calculate quantities for all items and prepare a quantity Summary Sheet(s).

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- 9.17 The CONSULTANT will prepare any required special specifications or special provisions and identify the applicable CITY general notes.
- 9.18 The CONSULTANT will prepare a request for any design exceptions, including all information necessary to support the request, and submit them to the CITY for review and approval.
- 9.19 The CONSULTANT will prepare an Opinion of Probable Construction Cost utilizing calculated quantities, City of Pflugerville, City of Austin, TxDOT Austin District average unit prices, and TxDOT Statewide average unit prices as appropriate based on the judgment of the CONSULTANT.
- 9.20 The CONSULTANT will prepare a construction schedule utilizing the Critical path Method (CPM) with appropriate software. The CPM schedule will identify the major items of work for construction of the project with durations based on available production rates for those items. The schedule will indicate tasks, subtasks, critical dates, milestones, will depict the interdependence of the various items, and will be in calendar days; and
- 9.21 The CONSULTANT will prepare a Project Manual including standard general provisions, instructions to bidders, bid forms, applicable prevailing wage rates, specifications, special provisions and any other information required for complete construction of the Project. The CITY will provide the front-end documents for use by the CONSULTANT.

10.0 DRAINAGE DESIGN SERVICES (*NOT USED*)

11.0 TRAFFIC, SIGNING AND PAVEMENT MARKINGS SERVICES

The tasks performed for the traffic, signing and pavement marking design will include, but are not limited to the following:

- 11.1 The CONSULTANT will prepare proposed signing layouts, and proposed pavement marking and delineation layouts on the same sheets at a scale of 1" = 50'. The layouts will identify the various types of proposed signing, striping, and delineation. Signing and striping will be in accordance with the latest version of the TMUTCD or applicable City of Pflugerville, City of Austin and/or TxDOT standards.
- 11.2 The CONSULTANT will assign a unique number to each sign that will relate that sign to the sign summary sheet.
- 11.3 The CONSULTANT will prepare pavement marking details for instances in which standards do not apply or are not appropriate.
- 11.4 The CONSULTANT will prepare the Summary of Small Signs table utilizing the most current applicable City of Pflugerville, City of Austin and/or TxDOT standards. No large guide signs are anticipated.
- 11.5 The CONSULTANT will calculate quantities for all items and prepare a quantity Summary Sheet(s); and
- 11.6 The CONSULTANT will obtain the most current applicable City of Pflugerville, City of Austin and/or TxDOT standards for inclusion in all plan submittals. Standards that require modification will be modified and sealed by a Professional Engineer licensed by the State of Texas. All standards will have the title blocks filled out with the applicable project data.

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12.0 ENVIRONMENTAL, STORM WATER MANAGEMENT PLAN, AND TREE PRESERVATION SERVICES

The tasks performed for the Environmental, Storm Water Management Plan, and Tree Preservation will include, but are not limited to the following:

- 12.1 The CONSULTANT will develop a Storm Water Pollution Prevention Plan (SW3P) Narrative sheet that will include information such as the project description, project location, and indicate SW3P structural practices to be provided along the Project. The SW3P will be prepared for the length of the Project.
- 12.2 The CONSULTANT will prepare SW3P Layouts to include the necessary controls to minimize the runoff of sediment during construction. The layouts will include information presented in the WPAP and include permanent storm water features as appropriate. The SW3P control measures will be prepared and designed in accordance with the proposed phasing of construction. The layouts will be at a scale of 1" = 50' double stacked.
- 12.3 The CONSULTANT will calculate quantities for all items and prepare a quantity Summary Sheet(s).
- 12.4 The CONSULTANT will obtain the most current applicable City of Pflugerville, City of Austin and/or TxDOT standards for inclusion in all plan submittals. Standards that require modification will be modified and sealed by a Professional Engineer licensed by the State of Texas. All standards will have the title blocks filled out with the applicable project data.
- 12.5 The CONSULTANT will prepare a Storm Water Pollution Prevention Plan (SW3P) and Best Management Practices Plan in full compliance with the most current TPDES General Permit for control of erosion during and after construction (For sites greater than 1 acre of disturbed area).
- 12.6 The CONSULTANT will use City standard Tree Protection Details when warranted.

13.0 SUBMITTAL REQUIREMENTS

Project Design Services Submittals will include the following:

13.1 Submittal and Review Meetings:

- a. Preliminary Study, 60, 90 and 100 percent submittals will be required; and
- b. The CONSULTANT will attend Preliminary Study, 60, and 90 percent submittal review meetings. Comments and revisions will be incorporated into the deliverables for the next submittal. The CONSULTANT will prepare meeting minutes of each review meeting and submit to the CITY within three (3) business days after the meeting date.

13.2 Windshield Survey/Preliminary Study Submittal:

- a. Provide two (2) paper copies for review of the items listed below and a PDF containing electronic copies.
- b. The submittal must include the following:
 - i. A list of Right-of-Way encroachments if needed.

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- ii. Preliminary Opinion of Probable Construction Cost based upon preliminary study findings.
- iii. Updated Project Design Schedule.
- iv. Perform windshield survey of the entire project limits using the City's current pavement conditions assessments/reports. Make observations of each roadway including photo documentation to substantiate each roadway's assessment of need for:
 - a) Reconstruction or mill and overlay (M&O) type repairs.
 - b) Recommended base repair or removal limits.
 - c) Replacement of curb and gutter segments.
- v. Mark and measure limits of proposed base repairs on each street. Prepare exhibit(s) documenting base repair locations.
- vi. Prepare Windshield Survey/Preliminary Study report identifying the needed types of reconstruction for each roadway, or portion thereof, including removal limits. Pavement sections for replacement will be assumed to be the existing roadway cross-section from record drawings of each roadway. Mill and overlay (M&O) sections will assume the top 2-inches of the roadway are to be removed and replaced with a surface course asphaltic material. Any base repairs in the M&O segments will be assumed to be replaced with a black base section of appropriate depth for the roadway type.

13.3 60 Percent Submittal:

- a. Provide two (2) paper copies for review of the items listed below and a PDF containing electronic copies. Plan sheets and cross-sections will be prepared and submitted in 11"x17" tabloid paper format.
- b. The submittal must include the following:
 - i. 60 percent plan sheets.
 - ii. Responses to Windshield Survey/Preliminary Study review comments.
 - iii. Updated Opinion of Probable Construction Cost.
 - iv. Construction Schedule.
 - v. Updated Project Design Schedule.
 - vi. Utility Tracking Report, and
 - vii. Final signed and sealed Geotechnical Roadway Report.

13.4 90 Percent Submittal:

- a. Provide two (2) paper copies for review of the items listed below and a PDF containing electronic copies. Plan sheets and cross-sections must be prepared and submitted in 11"x17" tabloid paper format.
- b. The submittal must include the following:

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- i. 90 percent plan sheets.
- ii. Responses to 60 percent review comments.
- iii. Updated Opinion of Probable Construction Cost.
- iv. Updated Construction Schedule.
- v. Updated Project Design Schedule.
- vi. Updated Utility Tracking Report.
- vii. Draft Project Manual; and
- viii. Draft Storm Water Pollution Prevention Plan for Construction.

13.5 100 Percent Submittal:

- a. The submittal must include the following:
 - i. Responses to 90 percent review comments.
 - ii. Two (2) original signed (electronic signatures allowed) and sealed 11"x17" tabloid paper sets of the Final Construction Plans.
 - iii. Two (2) original Project Manuals and Bid Documentation for advertisement and letting.
 - iv. Two (2) original Storm Water Pollution Prevention Plan for Construction; and
 - v. PDFs of the 100 percent submittal documents.

14.0 BID PHASE SERVICES

Bid Phase Services will include the following:

- 14.1 The CONSULTANT will attend the Pre-Bid Meeting with the CITY and prospective bidders. The CONSULTANT will prepare meeting minutes and submit to the CITY within three (3) business days of the meeting.
- 14.2 The CONSULTANT will respond to Contractor questions raised during the bidding process and develop addenda to the Bid Documentation as required.
- 14.3 The CONSULTANT will attend the formal bid opening.
- 14.4 The CONSULTANT will prepare a bid tabulation, analyze Contractor bids, check references and provide a Recommendation to Award to the apparent lowest responsive responsible bidder within five (5) business days of receiving the bid documents from the CITY; and

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14.5 The CONSULTANT will furnish a set of Final Conformed Construction Contract Documents including plan sheets, Project Manual and Storm Water Pollution Prevention Plan to the awarded Contractor including all Addenda.

15.0 CONSTRUCTION PHASE SERVICES

Construction Phase Services will include the following:

15.1 The CONSULTANT will attend the Pre-Construction Meeting with the CITY and the awarded Contractor. The CONSULTANT will prepare meeting minutes and submit to the CITY within three (3) business days of the meeting.

15.2 The CONSULTANT will attend monthly status meetings (up to 15 meetings) at the Project location with the CITY and the Contractor. The CONSULTANT will prepare meeting minutes and submit to the CITY within three (3) business days of the meeting.

15.3 The CONSULTANT will make periodic visits (up to 16 visits) to the site to observe as an experienced and qualified design professional the progress and quality of the executed work, and to determine in general if the work is proceeding in accordance with the plans and specifications and submit brief, monthly written reports relating to such visits. The CONSULTANT will not be required to make continuous on-site inspections to check the quality or quantity of the work. The CONSULTANT will not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by the Contractor or the safety precautions and programs incident to the work of the Contractor. However, the CONSULTANT will report to the CITY any deficiencies in the work actually detected by the CONSULTANT.

15.4 The CONSULTANT will review the Contractor's submittals such as Shop Drawings, Product Data and samples and take appropriate action (approve, approve with modifications, reject, etc.), but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such action will be taken with reasonable promptness to minimize delay. Reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.

15.5 CITY will require the Contractor to submit to the CONSULTANT any necessary requests for additional information (RFI). The CONSULTANT will review and deliver to the CITY its written recommendation regarding the RFI. It is anticipated that there will be ten (10) RFI's during the Project. RFIs deemed to be due to inconsistencies in the Contract Documents will not be counted in the estimated number of RFI's in the contract.

15.6 The CONSULTANT will receive and review certificates of inspections, testing (to include Field, Laboratory, Shop and Mill testing of materials), and approvals required by laws, rules, regulations, ordinances, codes, orders or the specifications to determine generally that the results certified do substantially comply with the specifications. The CONSULTANT will also recommend to the CITY special inspection or testing when deemed necessary to ensure that materials, products, assemblages, and equipment conform to the design concept and the specifications.

15.7 The CONSULTANT will review monthly pay estimates and recommend approval or other appropriate action on such estimates.

EXHIBIT A

- 15.8 The CONSULTANT will perform with CITY representative(s) a final inspection of the Project to observe any apparent defects in the completed construction with regard to conformance with the design concept and intent of the specifications, assist the CITY in consultation and discussions with the Contractor concerning such deficiencies, and make recommendations as to replacement or correction of the defective work.
- 15.9 After completion of the work, and before final payment to the Contractor, it will be CITY responsibility to require a set of "Record Drawings" from the Contractor, who has control of the work and who is in a position to know how the Project was constructed. The CONSULTANT, after receiving this information, will transfer the information to a set of "Record Drawings" or "As-Builts" for CITY's permanent file. The CONSULTANT will provide the As-Builts in PDF format.
- 15.10 The CONSULTANT will review and deliver to the CITY manufacturer's warranties or bonds on materials and equipment incorporated in the Project for which such warranties or bonds were required by the specifications provided by the Contractor: and

16.0 PUBLIC INVOLVEMENT SERVICES

Public Involvement Services will include the following:

- 16.1 The CONSULTANT will assist in the preparation and conducting of four (4) public meetings the project to be held upon approval by City of Pflugerville. These meetings are intended to be virtual and will focus on distributing information rather than gathering feedback for scope of improvements, traffic control, schedule, etc.
- 16.2 The CONSULTANT will prepare meeting handouts (FAQ's and fact sheets), agendas, a PowerPoint presentation, and speech/speaking points if necessary. The CONSULTANT will obtain CITY's approval on all materials prior to production or publication.
- 16.3 The CONSULTANT will arrange meetings with the CITY prior to each public meeting to review all exhibits and other materials.
- 16.4 One (1) round of comments/revisions will be completed on all public meetings materials; and
- 16.5 The CONSULTANT will provide staff to attend the public meetings including administrative and engineering staff to assist in making presentations, and answer questions.

17.0 ADDITIONAL SERVICES

The following additional services will only be implemented if required and with prior approval from the CITY. If additional services not specified herein are determined necessary by the CITY, those services will be negotiated at that time and approved by the CITY prior to commencing work.

SUE Additional Services will include the following:

- 17.1 The CONSULTANT will obtain services of a SUE sub-consultant to perform a Level "A" SUE service. The Level "A" SUE will be performed per the standard of care guideline, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, ASCE/CI 38-02. The CONSULTANT will provide no more than eighteen (18) test holes at potential conflict locations. SUE level "A" services include the following:

EXHIBIT A

- a. As part of the Locating Effort, the CONSULTANT will perform the following:
- i. Employ vacuum excavation to verify the horizontal and vertical location of the existing utilities at the eighteen (18) test hole locations estimated on the project at ARMA approved locations. Once each utility is located, the CONSULTANT will record the utility type, size, material, depth to top and general direction. Each test hole will be assigned a unique ID number and will be marked with rebar/cap. Test hole numbers will be painted in the field next to each completed test hole. A survey lath labeled with the test hold ID number and other pertinent utility information will be placed at each test hole location. If rock or concrete is encountered during the excavation and the CONSULTANT is not able to excavate through normal test hole procedures, then CITY will be immediately notified of the field condition. Excavation in rock or to a depth greater than fifteen (15) feet is considered beyond the scope of this proposal. The CONSULTANT will vacuum down to obtain the required information, and then replace material removed, mechanically tamped in six (6) inch lifts. Asphalt surfaces will be repaired with asphalt cold patch and concrete cores will be epoxied back in place, flush with surrounding surface. If restoration efforts are needed beyond what is described above the CONSULTANT will be notified in writing prior to mobilizing to the field.
 - ii. The CONSULTANT will provide a field sketch for survey of the final utility vacuum excavation locations once all vacuum excavation field work has been completed. The CONSULTANT will review survey of the final utility test hole locations provided once all vacuum excavation field work has been completed.
 - iii. The CONSULTANT will ensure that adequate traffic control is provided during this phase of the project; and
 - iv. If required, the CONSULTANT will provide labor and equipment to core the pavement to a depth of eight (8) inches and will ensure backfill and pavement repair are completed in compliance with TxDOT standards.

EXCLUSIONS

1. 30% Submittal is not a part of this scope. A windshield study and preliminary report addressing the findings of this assessment will be made including preliminary estimate of probable construction cost. This study will make recommendations regarding need for full depth reconstruction of each street or portion thereof, and/or the need for mill and overlay only.
2. No utility design tasks are scoped or budgeted for completion. Any City utilities (water/wastewater/storm drain) that are found in the design phase to require modification or replacement will budgeted on an 'as needed' basis and submitted separately as an additional service.
3. Any needed SUE services associated with the project will be performed by The Rios Group as a subconsultant to CONSULTANT. No services are budgeted at this stage for either Level B or Level A location of utilities. These will be budgeted on an 'as needed' basis and submitted separately as an additional service.
4. The design services tasks and budgets assume a total of two (2) roadways require full depth reconstruction (W. Pflugerville Loop and Yellow Sage Dr.). The remaining five (5) roadways (Picadilly Dr.; Bushmills Rd.; Edgemere Dr.; Great Basin Ave., and; Yellow Sage St.) are assumed to be mill and overlay only.
5. Profiles are to be provided for streets to be reconstructed for the purpose of re-establishing grades along curb lines where failures have occurred. No attempt is to be made to reset profiles to compliant grades or vertical curves associated with design or posted speeds.
6. No drainage design tasks are scoped or budgeted for completion. All drainage facilities are intended to remain in the current condition. Any drainage facilities that are found in the design phase to require

EXHIBIT A

modification or replacement will budgeted on an 'as needed' basis and submitted separately as an additional service.

7. Intersection Layout sheets assessing ADA compliance of crosswalks will be provided only for streets requiring full depth reconstruction and portion(s) of intersection(s) currently marked and/or striped as a crosswalk. These locations are identified in Section 9.15.

**EXHIBIT B
LEVEL OF EFFORT/
FFF SPREADSHEET**

Task Number	LAN Project No. 130-11085-000	Total Task Hours	Project Principal	Quality Manager	Sr. Project Manager/Engineer	Project Engineer	EIT	Sr. CAD/GIS	CAD/GIS	Administrative	Subconsultants	Total Task Cost
			\$ 265.00	\$ 235.00	\$ 210.00	\$ 190.00	\$ 110.00	\$ 140.00	\$ 115.00	\$ 85.00		
1.0 - Project Coordination Services												
1.1 - 1.4	Project Admin. Services/Project Mgmt.	103	0	0	80	20	0	0	0	3		\$ 20,855
1.5	Project KO Mtg. Attend/Prep/Distrib Mtg. Minutes	8	0	0	3	4	0	0	0	1		\$ 1,475
1.6	Monthly Mtg./Prep Agenda/Prep/Distrib Mtg. Minutes (assume 12)	75	0	0	24	48	0	0	0	3		\$ 14,415
1.7	Design Concept Mtg. - Attend/Prep Dsgn Smry Rpt/Prep/Distrib Mtg. Mins	16	0	1	3	6	4	1	0	1		\$ 2,670
1.8	Comment Resolution Mtgs (Dsgn Rpt/60/90)	36	1	1	10	12	8	2	0	2		\$ 6,210
Subtotal		238	1	2	120	90	12	3	0	10	\$ -	\$ 45,625
2.0 - Project Design Criteria (NO TASKS)												
3.0 - Environmental Services (CMEC - AS NEEDED)												
3.1	TPDES - Compliance Constr. Stmwtr. Gen. Pmt. (see 12.0)	0	0	0	0	0	0	0	0	0		\$ -
Subtotal		0	0	0	0	0	0	0	0	0	\$ -	\$ -
4.0 Surveying Services (Sub - McGray)												
4.1 - 10	Survey Services	10	0	0	2	2	4	2	0	0	\$ 40,900	\$ 44,465
Subtotal		10	0	0	2	2	4	2	0	0	\$ 40,900	\$ 44,465
5.0 Geotechnical Services (Sub - Rock ETL)												
5.1 - 11	Geotechnical Services (incl. Geotech. Rcnd. Rpt.)	14	0	0	2	8	4	0	0	0	\$ 39,686	\$ 44,050
5.3	Visual Condition Survey	19	0	0	1	16	2	0	0	0		\$ 3,470
Subtotal		33	0	0	3	24	6	0	0	0	\$ 39,686	\$ 47,520
6.0 Utility Coordination Services												
6.1	Gather Utility Location Info - add to base utility file	26	0	0	2	2	16	4	2	0		\$ 3,350
6.2	Attend Util Coord Mtg w/ City & Utility Owners	8	0	0	0	2	4	0	2	0		\$ 1,050
6.3	Prep/Maintain Utility Tracking Report (matrix - Stdy/60/90/100)	50	0	0	2	4	40	4	0	0		\$ 6,140
6.4 - 6	Utility Layouts (2 streets - Ylw. Sage/W. Pflug. Lp.)	31	0	1	2	4	6	16	2	0		\$ 4,545
Subtotal		115	0	1	6	12	66	24	6	0	\$ -	\$ 15,085
7.0 Subsurface Utility Engineering (SUE) Services (Sub - Rios Grp. [AS NEEDED])												
7.1	Perform Level 'B' SUE service (AS NEEDED)	0	0	0	0	0	0	0	0	0		\$ -
Subtotal		0	0	0	0	0	0	0	0	0	\$ -	\$ -
8.0 Traffic Control Plan Services												
8.1	Prep TCP (1" = 50' - Dbl. Stack)/Dtr. Plans/SOW Nar (2 St. - 4s)	68	1	1	6	10	30	20	0	0		\$ 9,760
8.2	Prepare Adv. Warning Sign Lyts. - 7 Streets (W. Pflug. Lp.; Ylw. Sage St.; Wndmr. Dr.; Pcdly.)(13 shts)	93	0	1	2	6	36	48	0	0		\$ 12,475
8.3	TCP Typ Sec's. each Phase	44	0	0	2	6	24	12	0	0		\$ 5,880
8.4	Prep Sequence of Work Narrative	31	0	1	4	20	6	0	0	0		\$ 5,535
8.5	TCP Standards (City/TxDOT)	11	0	0	1	2	4	4	0	0		\$ 1,590
8.6	Quantity Calculations/Summary Sht.	8	0	0	0	2	4	2	0	0		\$ 1,100
Subtotal		255	1	3	15	46	104	86	0	0	\$ -	\$ 36,340
9.0 Roadway Design Services												
9.1	Develop Design Summary Report	72	1	1	4	24	32	8	0	2		\$ 10,710
9.2	Develop Prelim. Typ. Sections (est. 11 - 2 shts)	37	0	0	1	6	10	18	2	0		\$ 5,200
9.5	Title Sheet	17	0	0	1	2	6	8	0	0		\$ 2,370
9.6	Index of Sheets	12	0	0	0	2	4	6	0	0		\$ 1,660
9.7	Project Layout Sheets (1"=100')(6 shts)	55	0	1	4	6	16	24	4	0		\$ 7,795
9.8	Exist. & Prop. Typical Sections (7 shts)	43	0	0	1	6	14	20	2	0		\$ 5,920
9.9a	Removal Layouts (1" = 50')(Dbl Stk - 4 shts)(2 streets)(Reconstr.)	60	0	0	4	8	20	24	4	0		\$ 8,380
9.9b	Removal Layouts (1" = 50')(Dbl Stk - 6 shts)(5 streets)(M&O)	88	0	0	6	8	36	32	6	0		\$ 11,910
9.10	Horiz. Align. Data Sheets (2 Shts) (2 Streets: W. Pflug Lp./Ylw. Sg)	27	0	0	1	6	8	8	4	0		\$ 3,810
9.11	Roadway P&P Sheets (1" = 50' H, 1" = 10' V) (8 P&P)	114	1	1	8	16	24	64	0	0		\$ 16,820
9.12	Intersection Layout Sheets (1" = 30')(None anticipated)	0	0	0	0	0	0	0	0	0		\$ -
9.13	Roadway Details (2 shts)	18	0	0	2	4	4	8	0	0		\$ 2,740
9.14	Cross section sheets (10 shts)	52	0	0	2	6	12	32	0	0		\$ 7,360
9.15	TxDOT, CoAustin, CoPflug Standards	17	0	0	1	4	8	4	0	0		\$ 2,410
9.16	Quantities & Quantity Summary Sheet	27	0	0	3	6	12	6	0	0		\$ 3,930
9.17	General Notes & Special Specifications	23	0	1	2	8	8	4	0	0		\$ 3,615
9.18	Design Exceptions (assume 1)	11	0	1	2	6	2	0	0	0		\$ 2,015
9.19	Opinion of Probable Constr. Cost (ea. Phase - 4)	25	0	1	4	16	4	0	0	0		\$ 4,555
9.20	Construction Schedule using CPM (MS Project)	12	1	1	2	8	0	0	0	0		\$ 2,440
9.21	Prepare Project Manual	39	0	1	4	12	18	2	0	2		\$ 5,785
	Expenses: Reproduction/Courier/Mileage/Travel/etc.											\$ 1,368
Subtotal		749	3	8	52	154	238	268	22	4	\$ -	\$ 110,793
10.0 - Drainage Design Tasks (NOT USED)												
11.0 - Traffic Signing and Pavement Marking												
11.1	Signing and Pavement Marking Layouts (7 shts)	65	0	1	4	12	32	16	0	0		\$ 9,115
11.2 & 4	Sign numbering & Summary of Small Signs	15	0	0	1	4	6	4	0	0		\$ 2,190
11.5	Calculate quantities & Summary Sheet	11	0	0	1	2	6	2	0	0		\$ 1,530
11.6	TxDOT, CoAustin, CoPflug Standards	7	0	0	0	1	4	2	0	0		\$ 910
Subtotal		98	0	1	6	19	48	24	0	0	\$ -	\$ 13,745
12.0 - Environmental, Storm Water Mgmt. Plan & Tree Preservation Svc's.												
12.1	SWPPP Narrative Sheet	16	0	0	2	4	10	0	0	0		\$ 2,280
12.2	Prepare SWPPP layouts (7 shts - dbl bank)	76	0	1	3	8	28	36	0	0		\$ 10,505
12.3	Calculate quantities & Summary Sheet	11	0	0	1	4	4	2	0	0		\$ 1,690
12.4	TxDOT, CoAustin, CoPflug Standards	7	0	0	0	1	4	2	0	0		\$ 910
Subtotal		110	0	1	6	17	46	40	0	0	\$ -	\$ 15,385
13.0 - Submittal Requirements												
13.1	Submittal and Rvw. Mtgs. (see 1.8)	0										\$ -
13.2	Windshield Study of roads (see 9.1 - 9.2)	0								0		\$ -
13.2.a	Calculation of Base Repair Limits (see 9.1 - 9.2)	0								0		\$ -
13.2.b	Preliminary Assessment of Need for reconstruction (see 9.1 - 9.2)	0								0		\$ -
13.2.c	Draft Windshield Study Report	11	0	1	1	6	2	0	0	1		\$ 1,890
13.3	60% Submittal (sbmtl items, updated sched., util. trkg rpt.)	15	0	0	2	4	6	2	0	1		\$ 2,205
13.4	90% Submittal (sbmtl items, updated sched., util. trkg rpt.)	15	0	0	2	4	6	2	0	1		\$ 2,205
13.5	100% Submittal (sbmtl items)	13	0	0	2	4	4	2	0	1		\$ 1,985
	Expenses: Reproduction/Courier/Mileage/Travel/etc.											\$ 250
Subtotal		54	0	1	7	18	18	6	0	4	\$ -	\$ 8,535
14.0 - Bid Phase Services												
14.1	Attend Pre-Bid Mtg./Prep. Minutes	8	0	0	2	4	1	1	0	0		\$ 1,430
14.2	Respond Bidder Questions/Prep Addenda (assume 2)	24	0	0	4	6	8	4	0	2		\$ 3,590
14.3	Attend Bid Opening	4	0	0	0	2	2	0	0	0		\$ 600
14.4	Prep Bid Tab/Analyze Bids/Check Refs/Prep Recomm. Award	13	1	0	2	4	6	0	0	0		\$ 2,105
14.5	Prep Conformed Documents	11	0	0	2	2	4	2	0	1		\$ 1,605
	Expenses: Reproduction/Courier/Mileage/Travel/etc.											\$ 125
Subtotal		60	1	0	10	18	21	7	0	3	\$ -	\$ 9,455
15.0 - Construction Phase Services												
15.1	Attend Pre-Constr. Mtg./Prep. Minutes	22	0	0	2	14	5	0	0	1		\$ 3,715
15.2	Attend Monthly Constr. Status Mtg's. (up to 15 mtgs.)/Prep Mins.	56	0	0	10	38	8	0	0	0		\$ 10,200
15.3	Bi-weekly site visits (up to 16)/prep monthly status reports (up to 15)	58	0	0	8	24	24	0	0	2		\$ 9,050
15.4	Rvw. Shop Dwg. Sbmtils/Product Data (assume 20) - prep log	60	0	0	4	18	36	0	0	2		\$ 8,390
15.5	Rvw. & Respond to RFI's (assume 10)	35	0	0	4	10	20	0	0	1		\$ 5,025
15.6	Rvw. Test Rpts.	35	0	0	2	24	8	0	0	1		\$ 5,945
15.7	Rvw. Monthly Pay Applications (Assume 15, incl. Final)	40	0	0	5	22	12	0	0	1		\$ 6,635
15.8	Final Inspection and Report	26	0	0	2	10	14	0	0	0		\$ 3,860
15.9 - 10	Prep. Record Dwgs./Warranties & Bonds	42	0	1	3	8	10	20	0	0		\$ 6,285
	Expenses: Reproduction/Courier/Mileage/Travel/etc.											\$ 1,064
Subtotal		374	0	1	40	168	137	20	0	8	\$ -	\$ 60,169
16.0 - Public Involvement Services												
16.1 - 5	Public Involvement Assistance to City PIO (NLA)(4 mtgs.)	68	0	0	12	16	16	20	0	4	\$ 5,088	\$ 15,802
	Expenses: Reproduction/Courier/Mileage/Travel/etc.											\$ 375
Subtotal		68	0	0	12	16	16	20	0	4	\$ 5,088	\$ 16,177
TOTAL FEE (BASE SERVICES):		2,186	6	18	281	598	721	500	28	34	\$ 85,674	\$ 423,294



December 28, 2021

Steve Widacki, P.E.
LAN, Inc.
8911 N. Capital of Texas Hwy
Bldg. 2, Suite 2300
Austin, TX 78759
(512) 338-4212

VIA EMAIL:
SDWidacki@lan-inc.com

**RE: Second Revised Proposal for Topographic Surveying Services for the
Pflugerville 2020 Transportation Reconstruction Projects, Pflugerville, Texas**

Dear Mr. Widacki:

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.

Areas to Survey:

1. Between the right-of-way lines of the following streets which are highlighted in "Green" on attached Exhibits "A & B".
 - W. Pflugerville Loop (1,635 L.F.)
 - Yellow Sage Street (1,795 L.F.)

Survey Control:

- We will use the City of Pflugerville Monumentation with all data being based on the Texas State Plane, Horizontal data being based on NAD83, and Vertical data based on NAVD88 coordinate system, Central Zone, with all coordinates in Grid. A Grid to Surface Scale factor will be noted.

Scope of Services:

Design Survey:

- A. Elevations shall be obtained at of a maximum of 50-foot intervals, along with break lines as required, to provide a digital topographic design file at 1-foot contour intervals.
- B. Locate and identify all above ground features within the survey limits including buildings, fences, mailboxes, sidewalks, driveways, guardrails, signs, telecom boxes, visible utilities, utility poles, manholes, water valves and water meters.

- C. Identify types of existing pavement surfaces for streets, sidewalks and driveways. Locate and identify existing traffic signals including base, street signs and control boxes.
- D. Trees that are 8-inches, and larger, in diameter shall be located and measured. No identification or tag number will be provided.

Deliverables:

- A. A MicroStation (.dgn) drawing file.
- B. The units of the drawing file shall be U.S. survey feet.
- C. Approximate Boundary lines will not be provided.

Fees:

Design Survey (Non-taxable) – W. Pflugerville Loop:

2 Man Crew:	54 hrs @	\$165.00 /hr.=	\$	8,910.00
Field Coordinator:	3 hrs @	\$98.00 /hr.=	\$	294.00
Sr. Tech:	36 hrs @	\$96.00 /hr.=	\$	3,456.00
Tech:	70 hrs @	\$90.00 /hr.=	\$	6,300.00
RPLS:	8 hrs @	\$145.00 /hr.=	\$	1,160.00
Project Manager:	2 hrs @	\$165.00 /hr.=	\$	330.00
TOTAL =				\$ 20,450.00

Design Survey (Non-taxable) – Yellow Sage Street:

2 Man Crew:	54 hrs @	\$165.00 /hr.=	\$	8,910.00
Field Coordinator:	3 hrs @	\$98.00 /hr.=	\$	294.00
Sr. Tech:	36 hrs @	\$96.00 /hr.=	\$	3,456.00
Tech:	70 hrs @	\$90.00 /hr.=	\$	6,300.00
RPLS:	8 hrs @	\$145.00 /hr.=	\$	1,160.00
Project Manager:	2 hrs @	\$165.00 /hr.=	\$	330.00
TOTAL =				\$ 20,450.00

Summary:

Design Surveying - W. Pflugerville Loop Total	\$	20,450.00
Design Surveying - Yellow Sage St. Total	\$	20,450.00
GRAND TOTAL	\$	40,900.00

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,



for Chris I. Conrad, RPLS
Vice President
TBPELS Survey Firm #10095500

Authorized to Proceed by:

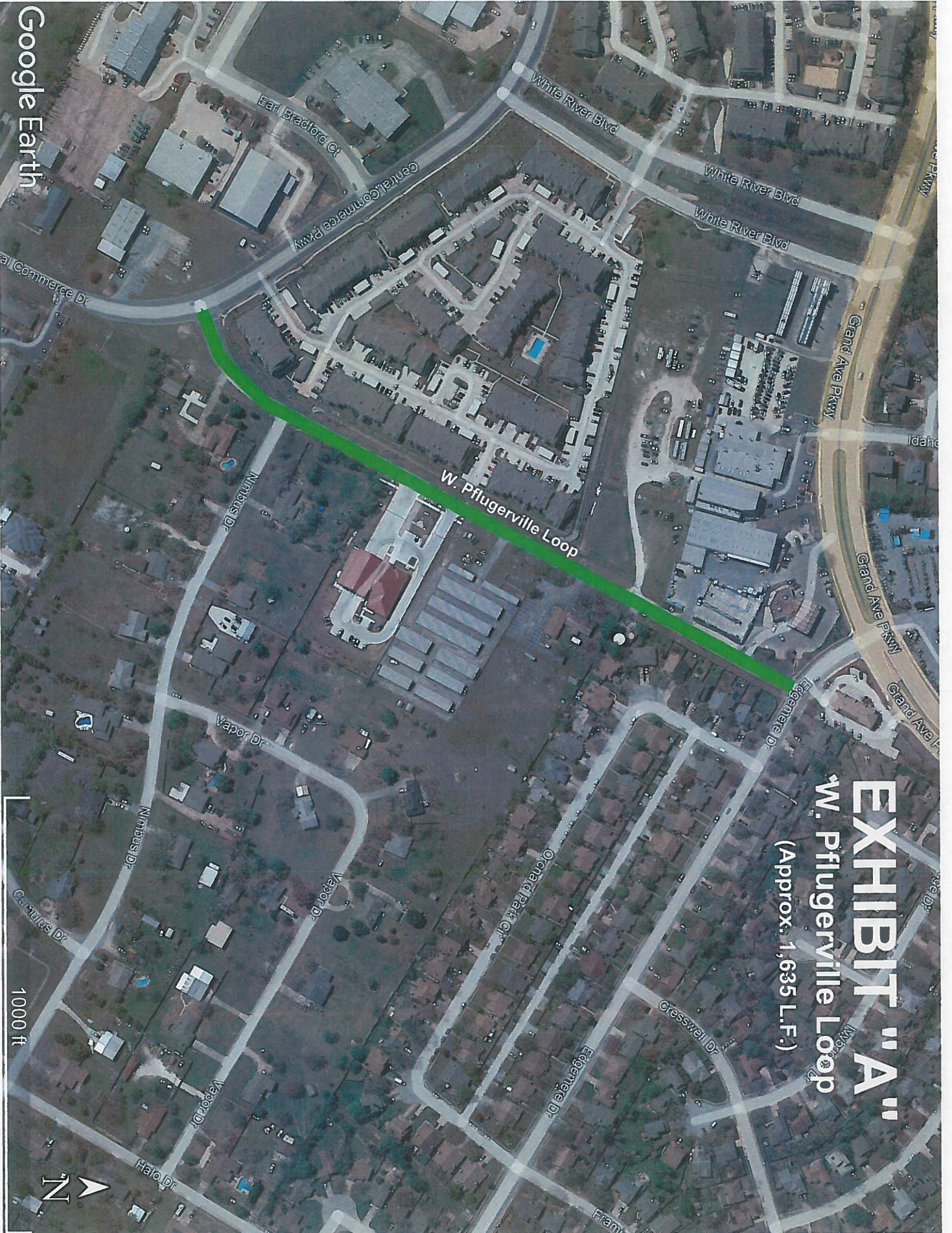
Signature

Date

Print Name

Title

CIC:JDW:pft
Encl.



Google Earth

EXHIBIT "A"

W. Pflugerville Loop
(Approx. 1,635 L.F.)

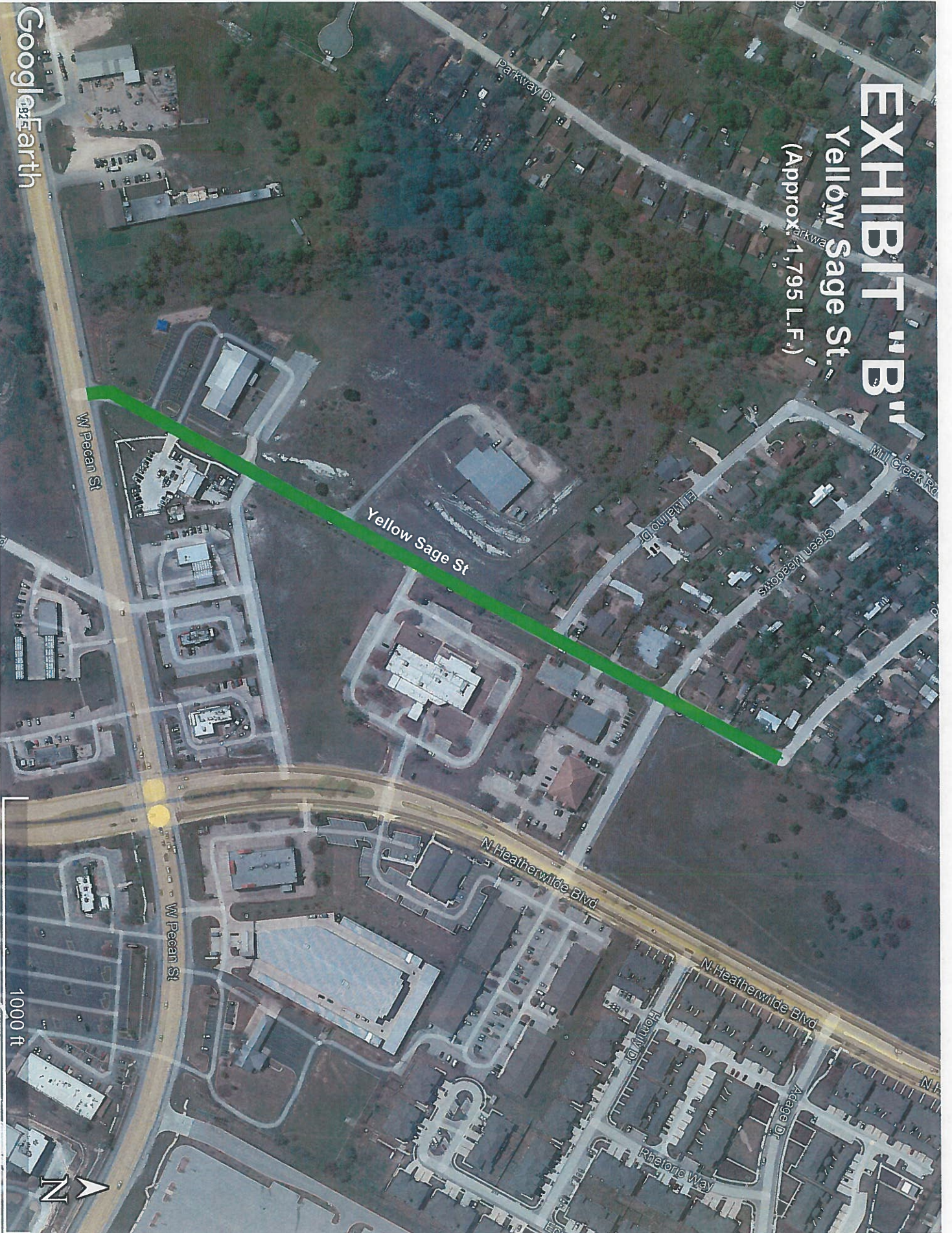
1000 ft



EXHIBIT "B"

Yellow Sage St.

(Approx. 1,795 L.F.)



Google Earth

1000 ft





- GEOTECHNICAL ENGINEERING
- CONSTRUCTION MATERIALS ENGINEERING & TESTING
- SOILS • ASPHALT • CONCRETE

December 28, 2021

LAN

8911 N. Capital of Texas Hwy, Building 2, Suite 2300
Austin, Texas 78759

Attention: Steven D. Widacki, P.E.
SDWidacki@lan-inc.com

**SUBJECT: PROPOSAL - GEOTECHNICAL ENGINEERING SERVICES
PROPOSED PFLUGERVILLE STREET RECONSTRUCTION
PACKAGE 2
PFLUGERVILLE, TEXAS
RETL Proposal Number: RGP112221AR1**

Dear Mr. Widacki, P.E.;

Introduction

As you requested in emails dated November 22, 2021 and November 23, 2021 and December 28, 2021, Rock Engineering & Testing Laboratory, Inc. (RETL) is pleased to submit this revised proposal to provide Geotechnical Engineering Services for the proposed Pflugerville Street Reconstruction – Package 2 project located in Pflugerville, Texas. Our services will be performed to determine the subsurface conditions along the roadway alignments and to provide pavement design recommendations for the proposed project.

Project Information

Based on review of the information presented in the referenced emails, RETL understands that the proposed project may include the full depth reconstruction of the following streets:

- W Pflugerville Loop
 - Approximately 1,653 LF
- Yellow Sage Street
 - Approximately 1,795 LF

It is understood that further evaluation will be performed to determine if the streets listed will need a geotechnical investigation. The recommendations for the proposed streets will be based on CAPEC Design guidance along with other items in the City's Engineering Design Manual and Construction Standards (Adopted 11/2014).

Scope of Services

RETL's Scope of Services for the subject project will include the following:

Subsurface Investigation - RETL proposes to investigate the subsurface soil and groundwater conditions at the subject site by drilling and sampling test borings utilizing truck-mounted drilling equipment. RETL proposes to perform test borings as shown in the following table:

PROPOSED TEST BORINGS	
Street	Borings
W Pflugerville Loop	4 @ 15
Yellow Sage Street	4 @ 15

The depths noted will be measured from the existing ground surface elevation at the test boring locations. Due to anticipated subsurface lithologies to be encountered at the subject site, RETL will complete the test borings to the depths noted utilizing solid stem auger and air rotary drilling. RETL will coordinate with LAN to locate the test borings at the subject site.

RETL will obtain Right-of-Way permits from the City of Pflugerville prior to drilling. Prior to the commencement of the drilling operations, RETL will contact the Texas 811 System to locate underground utilities within the vicinity of the test boring locations. RETL will coordinate traffic control for test borings requiring partial or full lane closures. During the drilling operations, an RETL representative will be present at the site to coordinate the drilling and sampling activities, as well as prepare field Logs of Boring. Samples will be obtained at 2-foot intervals to 10-feet and at 5-foot intervals thereafter, unless subsurface conditions warrant additional sampling. Groundwater readings will be obtained during drilling and immediately upon completion of the drilling operations. The boreholes will be backfilled with materials generated during the drilling operations.

Laboratory Testing Services - The laboratory-testing program may consist of the following:

- Supplementary visual classification (ASTM D2487)
- Moisture content (ASTM D2216)
- Atterberg limits (ASTM D4318)
- Percent material finer than the #200 sieve (ASTM D1140)
- Unconfined compressive strength (ASTM D2166)
- One-dimensional swell (ASTM D4546)
- pH tests (TEX-128-E)
- Sulfate content (TEX-145-E)
- Moisture Density Relationship (TEX-113-E or TEX-114-E)
- California Bearing Ratio (ASTM D1663)
- Triaxial Compression for Disturbed Soils and Base Materials (TEX-117-E)

The phases of the laboratory-testing program will be performed in general accordance with applicable ASTM or TxDOT Specifications. The results of the laboratory testing will be included on the Logs of Boring or presented in the completed report.

Geotechnical Engineering Services - In addition to the field and laboratory testing, a geotechnical engineering report will be prepared and reviewed by a Professional Engineer licensed in the State of Texas. The geotechnical report will include the following:

- Subsurface and groundwater conditions encountered at the test boring locations
- Subgrade compaction recommendations
- Recommendations for fill materials, placement, and compaction
- Flexible pavement section thickness recommendations in accordance with City of Pflugerville requirements
- General excavation considerations
- Test Boring Location Plan
- Logs of Boring

Fee and Limitations

An estimated cost breakdown for each street is included as an attachment. Our final report can be ready approximately three (3) weeks after the completion of the field work. RETL can consult with the client as field and laboratory test results become available.

Services provided by RETL under this Agreement will be performed in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. The Client shall provide for RETL's right to enter the site and that the test boring locations are accessible to truck-mounted drilling equipment and clear of underground utilities in order for RETL to fulfill the Scope of Services included hereunder.

In addition, and notwithstanding any other provisions of this Agreement, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless RETL, his or her officers, directors, employees, agents and sub consultants from and against all damage, liability or cost, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with this project or the performance by any of the above named parties of the services under this Agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of RETL.

The Parties to this agreement agree that if any claim is made that RETL failed to comply with any term of this agreement or that it failed to perform its work and/or duties under this agreement properly, the client, upon proof that there was some failure to comply or some mistake in the performance of the work, shall not be entitled to recover any sum greater than the amount paid by the client to RETL for the service performed by RETL.

Either the Client or RETL may terminate this Agreement at any time with or without cause upon giving the other party 10-calendar days prior written notice. The Client shall within 10-calendar days of termination pay RETL for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provisions of this contract.

Closing

If you are in agreement with our proposed scope of work and fees, please provide authorization to proceed signing below and returning one copy of this proposal to us. Thank you for your consideration of our firm to assist you with this project. If you have any questions, or comments, please call our office.

Sincerely,

A handwritten signature in blue ink that reads "Brian Geiger".

Brian Geiger, P.E.
Geotechnical Project Manager

A handwritten signature in blue ink that reads "Arnie K. Hammock".

Arnie K. Hammock, P.E.
Vice President – Round Rock

Attachment: Project Cost Breakdowns

Prime Provider: LAN
 Sub Provider: Rock Engineering & Testing
 Project: W Pflugerville Loop

TASK DESCRIPTION	PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	EIT	SENIOR ENGINEERING TECH	ENGINEERING TECH	SENIOR GEOLOGIST	GEOLOGIST	CADD OPERATOR	ADMIN/CLERICAL	TOTAL LABOR HR AND COST
GEOTECHNICAL STUDIES												
Geotechnical Studies and Investigations		2	10				25					37
HOURS SUB-TOTALS	0	2	10	0	0	0	25	0	0	0	0	37
HOURLY CONTRACT RATE		\$185.64	\$147.33				\$65.00					
TOTAL LABOR COSTS	\$0.00	\$371.28	\$1,473.30	\$0.00	\$0.00	\$0.00	\$1,625.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,469.58

SUBTOTAL	\$3,469.58
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TASK DESCRIPTION	PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	EIT	SENIOR ENGINEERING TECH	ENGINEERING TECH	SENIOR GEOLOGIST	GEOLOGIST	CADD OPERATOR	ADMIN/CLERICAL	TOTAL LABOR HR AND COST
GENERAL PROJECT MANAGEMENT												
a. General Management		2	2									4
b. Project Coordination Meetings		2	8									10
c. Quality Assurance/Quality Control		2	2									4
HOURS SUB-TOTALS	0	6	12	0	0	0	0	0	0	0	0	18
HOURLY CONTRACT RATE		\$185.64	\$147.33									
TOTAL LABOR COSTS	\$0.00	\$1,113.84	\$1,767.96	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,881.80

SUBTOTAL	\$2,881.80
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OTHER DIRECT EXPENSES	QTY	UNIT	RATE	COST
Soil Boring (< 60 ft.)	60	LF	\$25.25	\$1,515.00
Core/drill operator/technician and coring equipment used to drill flexible and rigid pavement (2-man crew)	1	Trip	\$400.00	\$400.00
(a) 4-in. diameter cores	32	Inch	\$7.25	\$232.00
Construction Truck (Includes operation, and maintenance costs; Insurance costs will not be reimbursed)	2	day	\$80.00	\$160.00
Street Cut Permit	1	each	\$200.00	\$200.00
Traffic Control Services, Arrow Boards and Attenuator trucks - Large Project (Includes labor, equipment and fuel)	2	day	\$1,950.00	\$3,900.00
Lodging/Hotel - Taxes and Fees	2	day	\$30.00	\$60.00
Lodging/Hotel (Taxes/fees not included)	2	day	\$102.00	\$204.00
Meals	2	day	\$56.00	\$112.00
Mileage	202	mile	\$4.85	\$979.70
Moisture Content	24	each	\$15.00	\$360.00
Atterberg Limits	8	each	\$90.00	\$720.00
Minus No 200 Sieve	8	each	\$45.25	\$362.00
Sieve Analysis	0	each	\$89.90	\$0.00
CBR	1	each	\$425.00	\$425.00
Sulfate Content	4	each	\$50.00	\$200.00
Lime Series	1	each	\$242.00	\$242.00
Unconfined Compressive Strength (Soil)	4	each	\$80.00	\$320.00
Texas Triaxial (Subgrade Soil)	1	each	\$2,500.00	\$2,500.00
One Dimensional Swell, Method C	2	each	\$300.00	\$600.00
SUBTOTAL DIRECT EXPENSES				\$13,491.70

SUBTOTAL	\$13,491.70
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SUMMARY COSTS - FUNCTION CODES	
GEOTECHNICAL STUDIES	\$3,469.58
GENERAL PROJECT MANAGEMENT	\$2,881.80
OTHER DIRECT EXPENSES	\$13,491.70
TOTALS	\$19,843.08

Prime Provider: LAN
 Sub Provider: Rock Engineering & Testing
 Project: Yellow Sage Street

TASK DESCRIPTION	PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	EIT	SENIOR ENGINEERING TECH	ENGINEERING TECH	SENIOR GEOLOGIST	GEOLOGIST	CADD OPERATOR	ADMIN/CLERICAL	TOTAL LABOR HR AND COST
GEOTECHNICAL STUDIES												
Geotechnical Studies and Investigations		2	10				25					37
HOURS SUB-TOTALS	0	2	10	0	0	0	25	0	0	0	0	37
HOURLY CONTRACT RATE		\$185.64	\$147.33				\$65.00					
TOTAL LABOR COSTS	\$0.00	\$371.28	\$1,473.30	\$0.00	\$0.00	\$0.00	\$1,625.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,469.58

SUBTOTAL	\$3,469.58
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TASK DESCRIPTION	PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	EIT	SENIOR ENGINEERING TECH	ENGINEERING TECH	SENIOR GEOLOGIST	GEOLOGIST	CADD OPERATOR	ADMIN/CLERICAL	TOTAL LABOR HR AND COST
GENERAL PROJECT MANAGEMENT												
a. General Management		2	2									4
b. Project Coordination Meetings		2	8									10
c. Quality Assurance/Quality Control		2	2									4
HOURS SUB-TOTALS	0	6	12	0	0	0	0	0	0	0	0	18
HOURLY CONTRACT RATE		\$185.64	\$147.33									
TOTAL LABOR COSTS	\$0.00	\$1,113.84	\$1,767.96	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,881.80

SUBTOTAL	\$2,881.80
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OTHER DIRECT EXPENSES	QTY	UNIT	RATE	COST
Soil Boring (< 60 ft.)	60	LF	\$25.25	\$1,515.00
Core/drill operator/technician and coring equipment used to drill flexible and rigid pavement (2-man crew)	1	Trip	\$400.00	\$400.00
(a) 4-in. diameter cores	32	Inch	\$7.25	\$232.00
Construction Truck (Includes operation, and maintenance costs; Insurance costs will not be reimbursed)	2	day	\$80.00	\$160.00
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Meals	2	day	\$56.00	\$112.00
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Texas Triaxial (Subgrade Soil)	1	each	\$2,500.00	\$2,500.00
One Dimensional Swell, Method C	2	each	\$300.00	\$600.00
SUBTOTAL DIRECT EXPENSES				\$13,491.70

SUBTOTAL	\$13,491.70
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SUMMARY COSTS - FUNCTION CODES	
GEOTECHNICAL STUDIES	\$3,469.58
GENERAL PROJECT MANAGEMENT	\$2,881.80
OTHER DIRECT EXPENSES	\$13,491.70
TOTALS	\$19,843.08



PUBLIC INVOLVEMENT SCOPE FOR THE CITY OF PFLUGERVILLE

Project Mailing List

NLA will compile, maintain and update a mailing list of adjacent property owners, elected officials that represent the area, agencies with jurisdiction over the areas, and other interested stakeholders and citizens. NLA will:

- Obtain and compile stakeholder contact information from the Travis County Appraisal District for current study area residents.
- Identify and add to the stakeholder database associated elected and public officials, neighborhood organizations affiliated with the study area.

Deliverable

- Project Mailing List

Total proposed fee: \$5088.00

LAN

Bond 2 Package City of Pflugerville

	Staff	Mitzi Ellison	Heather Parscal	Patricia Kelly	Liza Ross	Ivonne Valdivia	Lauren Canales
Item	Task	Project Manager	Deputy Project Manager	Sr. Public Involvement Specialist	Public Involvement Specialist	Public Involvement Specialist	Graphic Designer
1	Project Management						
	Coordination meetings with the City and LAN	4					
	Progress Reporting and Invoicing (12 months)	4		4	4		
2	Public Involvement						
	Stakeholder Database	2	2		20		
	Total	10	2	4	24	0	0
	Rate	\$188.92	\$166.24	\$114.96	\$100.29	\$100.29	\$86.45
		\$1,889	\$332	\$460	\$2,407	\$0	\$0
	SUBTOTAL	\$5,088					

