

**PROFESSIONAL SERVICES AGREEMENT
FOR
Gilleland Creek Trail**

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, pursuant to and ***S&B Infrastructure Ltd.*** (“Consultant”), both of which may be referred to herein 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.

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

II. TERM

2.1 Unless sooner terminated in accordance with the provisions of this Agreement, the term of this Agreement shall commence on ***June 10, 2014*** and terminate on ***June 09, 2015***.

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 1* which are incorporated by reference as if written and copied herein.

All work performed by Consultant hereunder shall be performed to the satisfaction of the City Manager or his designee. The determination made by City Manager and/or his designee 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 and/or his designee. 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 and/or his designee; 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 and/or his designee, of all services and activities set forth in this Agreement, City agrees to pay Consultant an amount not to exceed \$ 49,727.07 as total compensation, to be paid to Consultant as further detailed in Exhibit 1.

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

4.3 Final acceptance of work products and services require written approval by City. The approval official shall be Director. Payment will be made to Consultant following written approval of the final work products and services by Director. 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: Thomas E. Word, Jr., P.E.
Assistant City Manager
15500 Sun Light Near Way #B/P.O. Box 589
Pflugerville, Texas 78660

TWB

If intended for Consultant, to: ***S&B Infrastructure, Ltd.***
 Attn: Roverto Chapa, P.E.
 Project Manager
 807 Brazos, St., Suite 901
 Austin, Texas 78701

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 ***Gilleland Creek Trail*** 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

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

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

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

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

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

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

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

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

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

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

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

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

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X. INDEMNIFICATION

10.1 CONSULTANT covenants and agrees to FULLY INDEMNIFY, DEFEND 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 resulting from the negligent or intentional acts or omissions, intellectual property infringement, or failure to pay a subcontractor or supplier of the Consultant, its employees, agents and/or assigns. The 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 officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT CONSULTANT AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

10.1 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 and shall see to the investigation and defense of such claim or demand at CONSULTANT's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving CONSULTANT of any of its obligations under this paragraph.

10.2 Defense Counsel - City shall have the right to select or to approve defense counsel to be retained by CONSULTANT in fulfilling its obligation hereunder to defend and indemnify City, unless such right is expressly waived by City in writing. CONSULTANT shall retain City approved defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this Agreement. If CONSULTANT fails to retain Counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and CONSULTANT shall be liable for all costs incurred by City. City shall also have the right, at its option, to be represented by advisory counsel of its own selection and at its own expense, without waiving the foregoing. This provision is not applicable to and does not extent Professional Liability Insurance coverage held by the contractor to cover professional engineering services, if any, rendered by City employees.

10.3 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.

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

XI. ASSIGNMENT AND SUBCONTRACTING

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

11.2 It is City's understanding and this Agreement is made in reliance thereon, that Consultant intends to use the following subcontractors in the performance of this Agreement: Macias & Associates Inc., Altura Solution Inc., Cox McLain Environmental Consulting, Inc. Any deviation from this subcontractor list, whether in the form of deletions, additions or substitutions shall be approved by City of Pflugerville City Council ("City Council"), as evidenced by passage of an ordinance, prior to the provision of any services by said subcontractor.

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

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

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

XII. INDEPENDENT CONTRACTOR

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

XIII. CONFLICT OF INTEREST

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

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

XIV. AMENDMENTS

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

XV. SEVERABILITY

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

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

XVI. LICENSES/CERTIFICATIONS

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

XVII. COMPLIANCE

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

XVIII. NONWAIVER OF PERFORMANCE

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

XIX. LAW APPLICABLE

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

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

XX. LEGAL AUTHORITY

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

XXI. PARTIES BOUND

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

XXII. CAPTIONS

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

XXIII. INCORPORATION OF EXHIBITS

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

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

XXIV. ENTIRE AGREEMENT

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

XXV. MISCELLANEOUS CITY CODE PROVISIONS

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

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

WCS

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

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

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

EXECUTED and AGREED to as of the dates indicated below.

**CITY OF
PFLUGERVILLE**

**CONSULTANT
S&B Infrastructure, Ltd. (S&BI)**

DRS

(Signature)

Daniel O. Rios

(Signature)

Printed Name: Brandon E. Wade

Printed Name: Daniel O. Rios

Title: City Manager

Title: Senior Vice-President

Date: _____

Date: 4/27/2014



May 02, 2014

Mr. Dan Franz, PE
City Engineer
City of Pflugerville
201-B East Pecan St.
Pflugerville, Texas 78691-0589

**RE: City of Pflugerville
Gilleland Creek Trail Proposal**

Dear Mr. Franz:

The S&B Infrastructure (S&BI) team is pleased to have the opportunity to provide The City of Pflugerville (COP) with professional engineering services. The proposal is based upon our understanding of the following:

The S&BI team will provide Project Engineering Services and Construction Phase Services for the Gilleland Creek Trail project. The sub-consultants on our team include; Macias & Associates, who will provide the surveying services and provide benchmarks, contours, and locations of existing features within the project limits. Altura Solutions will provide project registration, plan review and final inspection as required by the Texas Department of Licensing and Regulation (TDLR) for the project. Cox/McLain will provide the archeological permitting and survey for the project. The detailed scope is as follows:

Scope of Services:

1. The S&BI team will meet with the shareholders to ensure their vision is incorporated in the overall design.
2. The S&BI team will provide surveying services via team member Macias & Associates to include:
 - a. Obtain property ownership, Right-Of-Way (ROW) and Utility information.
 - b. Provide a field crew for the topographic survey and identify surface features in the boundaries provided.
 - c. Obtain the elevations for utilities and provide elevations at the bottom of the bridge girders under two bridges.
 - d. Locate trees with 8" trunks and greater.
 - e. Provided enough elevations to develop a 1.0 foot interval contours line map.
 - f. Provide an electronic base map with all the features and information obtained from the survey.
 - g. Furnish one (1) signed and sealed hard copy of the survey and a CD of the base map for the team's use.
 - h. Provide the base map to S&BI drawing standards on the project.

- i. Survey will be provided on NAVD 1988 and NAD 1983 systems.
 - j. Set vertical and horizontal control points not more than 1,500' apart for the project.
3. S&BI will review, analyze and develop the drainage design to continue conveyance of the existing culverts, channel and swales the trail will be crossing.
4. S&BI will develop the plans (no profiles) for the 10' wide concrete trail extension for approximately 0.56 miles (approx. 2957 LF), starting at the Gilleland Creek Trail West, and traveling east under the Heatherwilde Bridge (if possible), meandering with the creek and ending on the east side of the Swenson Farms Blvd. bridge and tying into the existing trail system.
5. S&BI will review and analyze the existing flood plain maps and their requirements for building on the flood plain.
6. S&BI will develop the cover sheet and general notes for the plans.
7. S&BI will create and provide a typical cross section sheet, plan sheets (no profiles) for the trails and tie-ins.
8. S&BI will develop and provide the overall proposed drainage area maps and calculation sheets.
9. S&BI will develop and provide the plans for channel and swale crossing on storm sewer system.
10. S&BI will develop and provide the erosion and sedimentation control plans.
11. S&BI will develop and provide miscellaneous detail sheets for the project.
12. S&BI will provide the technical review for ADA compliance via our subconsultant Altura Solutions which will include:
 - a. Project registration with TDLR.
 - b. Construction plan review for ADA compliance.
 - c. Perform the final inspection and acceptance upon completion of the project.
13. Archeological services via our subconsultant Cox/McLain to satisfy the Archeological Survey Standards for Texas:
 - a. Research and review information from Texas Historical Commission's Site Atlas and other data sources.
 - b. Obtain the permit on behalf of the City.
 - c. Conduct the field investigation (Phase I level)
 - d. Report the results after evaluation to comply with THC and CTA guidelines.
14. Coordination with utility providers for location identification of possible conflicts.
15. Assist the City of Pflugerville during the bid phase as follows:
 - a. Attend pre-bid meeting and assist in advertising the project for construction.
 - b. Address and respond to RFIs during the bid phase.
 - c. Assist at bid opening and evaluating bids received from contractors.
16. S&BI will provide construction administration services as follows:

- a. Attend a kickoff meeting with the client and site visits during construction (scheduled at once a month).
- b. Review of contractor submittals and shop drawings.
- c. Review and respond to Request for Information (RFI at most three).
- d. Attend construction progress meeting and prepare a bullet list of items discuss during the meeting.

Services not provided:

1. Geotechnical investigation and materials testing for design or construction.
2. It is anticipated that there will be no utilities relocations or adjustment in the area since the 10' concrete trail will not require deep excavation (greater than 2.0').
3. It is anticipated that there will be no FEMA CLOMR's or LOMR's required for the project.
4. It is anticipated that no traffic or pedestrian signals will be needed at the intersection.
5. Surface utility engineering (SUE), record drawing of the utilities and information from utilities companies will be utilized.
6. This proposal does not include incorporating contractor redlined changes for record drawings.
7. No warranties phase work or punch list development or follow up after construction.
8. Trial plans will not include profiles only plans on this project.

Deliverables:

1. The S&BI team will provide construction plans at the conceptual stage, 90%, and 100% completion milestones.
 - a. The conceptual set of plans will contain the typical cross-section and a general layout of the trail for review. The submittal will include an electronic copy of the survey. An opinion of probable construction cost with a 20% contingency included
 - b. The 90% set of plans will incorporate the comments received from the previous submittal. The team will update the plan sheets from the previous submittal with the changes and provide a general layout for the drainage ditch/channel crossings for review. The submittal will included a final copy of the Archeological Report.
 - c. The 90% submittal will also include culvert sizes and details of the drainage facilities that will include, drainage calculation sheets showing the design of the drainage, identification of identified utilities from record drawings as a background, erosion and sedimentation controls sheets, project detail sheets, specifications for the project, and an opinion of probable construction cost with a 10% contingency included.
 - d. The 100% set of plans will contain updated plans and incorporate review comments from the previous submitted plans. In addition, the submittal will finalize all plans sheets for construction documents. It will also contain the final project specifications and an updated opinion of probable construction cost with a 10% contingency.
2. S&BI will provide COP with an electronic copy of the contract documents on a CD for the client's use. Plans in microstation (dgn) and specs in PDF format.



3. S&BI will provide a list of items discuss in bullet format of the pre-construction meeting and construction meeting (one per month during construction).

Assumptions:

1. There is no geotechnical study being done for the project.
2. There are no utilities that need to be relocated.
3. No traffic control plans will be needed for the project.
4. COP will provide the as-built plans for the two bridges the trail is traversing.
5. COP will provide the as-built plans for the drainage features on the project.
6. COP will provide GIS mapping of the project site.
7. Review plans sheets will be (2) 11"x17" and the final signed seal set will be (2) 22"x34".
8. Plans will be developed using a 1"=20' scale.
9. Three sets of plans for review will be provided to COP (at each submittal 11"x17"s).
10. COP will pay for all permitting fees on the project.
11. No rights of entry will be needed since COP owns the project site.
12. One meeting for conceptual design and one for 90%.

The S&BI team proposed to provide the project engineering services, bidding and construction phase services for the cost of \$49,727.07 along with its subcontractors. A breakdown is attached for your review.

Thank you for your consideration and the opportunity to work with you and The City of Pflugerville in this project. Enclosed please find the S&BI Team cost proposal for your review and approval. Please feel free to contact me if you should have any questions or need additional information on this request.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Roerto Chapa', is written over a blue circular stamp.

Roerto Chapa, P.E.
Project Manager

Enc. Cost Proposal Spreadsheet

PROJECT: Gilleland Creek Trail
 CLIENT: The City of Pflugerville
 CSJ: NA
 COUNTY: Travis
 S & B JOB NO.: U2247

05/02/14

ATTACHMENT D -- FEE SCHEDULE

ACTIVITY CODE	FUNCTION CODE	DESCRIPTION from Attachment B	FIRM	SERVICE	Principal	QC/QA	Project Manager	Engineer (IV)	CADD Operator (VI)	Secretary	TOTAL HRS	ESTIMATED FEE	TOTALS
	101	Project Management and Coordination											
682100	1	Project Management for overall project and meetings	S & B	BASIC			8	18		8	34	\$3,776.40	
682100	2	Meeting Minutes during design	S & B	BASIC						6	6	\$321.24	
682100	3	Project Submittal meeting at Conceptual, 90% and 100%	S & B	BASIC			6	6			12	\$1,575.06	
		Sub Total (101 - Project Management and Coordination)			0	0	14	24	0	14	52		\$5,672.70
	110	Conceptual Stage Submittal of PS&Es											
681000	4	Review and analyze information obtained from COP	S & B	BASIC				2			2	\$249.60	
681000	5	Research existing utilities and obtain plans in area.	S & B	BASIC				6			6	\$748.80	
681000	6	Review survey and site visit for verification	S & B	BASIC			1	4			5	\$636.91	
681000	7	Review and analyze Hydrologic and Hydraulics for project.	S & B	BASIC				4			4	\$499.20	
681000	8	Analyze existing storm sewer system and design extension of culvert,	S & B	BASIC				10	8		18	\$1,698.80	
681000	9	Design and develop plan sheet for typical cross-section	S & B	BASIC				1	2		3	\$237.50	
681000	10	Develop exhibit sheet for presentation to COP Parks Board.	S & B	BASIC			0	0	0		0	\$0.00	
681000	11	Develop and provide a probable construction cost with a 20% contingency added.	S & B	BASIC			0.5	4	2		7	\$680.76	
		Sub Total (110 - Conceptual Stage Submittal of PS&Es)			0	0	2	31	12	0	45		\$4,751.57
	120	90% Submittal of PS&Es											
681200	12	Review and address all comments from previous submittal.	S & B	BASIC			1	4			5	\$636.91	
681200	13	Develop Cover sheet	S & B	BASIC				1	4		5	\$350.20	
681200	14	Develop General Notes sheet	S & B	BASIC				4	6		10	\$837.30	
681200	15	Develop Plans (no profiles) sheets 10' trail extension	S & B	BASIC			1	24	30		55	\$4,823.41	
681200	16	Develop drainage area maps and calculations sheets.	S & B	BASIC				16	8		24	\$2,447.60	
681200	17	Finalize modifications to the storm sewer system	S & B	BASIC				2	4		6	\$475.00	
681200	18	Develop Environmental & Sedimentation Control Plan Sheet	S & B	BASIC				2	8		10	\$700.40	
681200	19	Develop Project Details sheets	S & B	BASIC				6	12		18	\$1,425.00	
681200	20	Develop project technical specifications	S & B	BASIC				8		8	16	\$1,426.72	
681200	21	Update Probable Construction Cost with a 10% contingency added.	S & B	BASIC				4	2		6	\$611.90	
		Sub Total (120 - 90% Submittal of PS&Es)			0	0	2	71	74	8	155		\$13,734.44

PROJECT: Gilleland Creek Trail
 CLIENT: The City of Pflugerville
 CSJ: NA
 COUNTY: Travis
 S & B JOB NO.: U2247

05/02/14

ATTACHMENT D -- FEE SCHEDULE

ACTIVITY CODE	FUNCTION CODE	DESCRIPTION from Attachment B	FIRM	SERVICE	Principal	QC/QA	Project Manager	Engineer (IV)	CADD Operator (VI)	Secretary	TOTAL HRS	ESTIMATED FEE	TOTALS
	130	100% Submittal of PS&Es											
681300		22 Review and address all comments from previous submittal.	S & B	BASIC			1	2			3	\$387.31	
681300		23 Finalize Cover sheet	S & B	BASIC			0.5	1	2		4	\$306.36	
681300		24 Finalize General Notes sheet	S & B	BASIC			0.5	1	2		4	\$306.36	
681300		25 Finalize Plans (no profiles) sheets for 10' trail extension.	S & B	BASIC			0.5	4	8		13	\$1,018.86	
681300		26 Finalize drainage area maps and calculations sheets.	S & B	BASIC				2	2		4	\$362.30	
681300		27 Finalize modifications to the storm sewer system	S & B	BASIC				2	2		4	\$362.30	
681300		28 Finalize Environmental & Sedimentation Control Plan Sheet	S & B	BASIC				0.5	2		3	\$175.10	
681300		29 Finalize Project Details sheets	S & B	BASIC			0.5	4	8		13	\$1,018.86	
681300		30 finalize project technical specifications	S & B	BASIC			2	4		8	14	\$1,202.94	
681300		31 Finalize Probable Construction Cost with a 10% contingency added.	S & B	BASIC			1	2	2		5	\$500.01	
		Sub Total (130 - 100% Submittal of PS&Es)			0	0	6	23	28	8	65		\$5,640.40
	150	Field Surveying - Macias & A											
681500		32 Research, obtain ownership information, utility information from Travis County Tax Office and utility owners for project.	MA	SPECIAL									
681500		33 Field crew survey Identify all surface features, utilities, pavements, fences, sidewalks, regulatory signs, driveways, in the ROW	MA	SPECIAL									
681500		34 Obtain info on inverts, pipe sizes for manholes, inlets and the bottom of bridge girders.	MA	SPECIAL									
681500		35 Locate trees 8" trunk diameter and greater.	MA	SPECIAL									
681500		36 Elevations for creating 1.0 contours line map.	MA	SPECIAL									
681500		37 Prepare the base maps in electronic format for team use.	MA	SPECIAL									
681500		38 Drawings standards based on S&B Standards	MA	SPECIAL									
681500		39 Project based on NAVD 1988 and NAD 1983	MA	SPECIAL									
681500		40 Set and provide two horizontal and vertical control pts.	MA	SPECIAL									
681500		41 Furnish a hard copy of survey and CD with electronic maps and survey for Team's use.	MA	SPECIAL									
		Sub Total (150 - Field Surveying - Macias & A)			0	0	0	0	0	0	0		\$8,515.00
	155	ADA for TDLR - Altura											
681550		42 Register the project with TDLR	AS	SPECIAL								\$175.00	
681550		43 Plan review of overall design for ADA compliance	AS	SPECIAL								\$650.00	
681550		44 Perform final TDLR inspection for the project upon completion.	AS	SPECIAL								\$750.00	
		Sub Total (155 - ADA for TDLR - Altura)			0	0	0	0	0	0	0		\$1,575.00

PROJECT: Gilleland Creek Trail
 CLIENT: The City of Pflugerville
 CSJ: NA
 COUNTY: Travis
 S & B JOB NO.: U2247

05/02/14

ATTACHMENT D -- FEE SCHEDULE

ACTIVITY CODE	FUNCTION CODE	DESCRIPTION from Attachment B	FIRM	SERVICE	Principal	QC/QA	Project Manager	Engineer (IV)	CADD Operator (VI)	Secretary	TOTAL HRS	ESTIMATED FEE	TOTALS
	160	Archeological Investigation Cox/McLain											
681600	45	Archeological/Cultural Resources Background Search THC, NRHP, and SALs data bases.	S & B	SPECIAL									
681600	46	Research and Collect Data for maps	S & B	SPECIAL									
681600	47	Develop topo maps, soils map an aerial and other information for application	S & B	SPECIAL									
681600	48	Application for Texas Antiquities permit	S & B	SPECIAL									
681600	49	Phase 1, survey level field investigation.	S & B	SPECIAL									
681600	50	Evaluation and reporting of results to comply with Archeological survey standards for Texas.	S & B	SPECIAL									
		Sub Total (160 - Archeological Investigation Cox/McLain)			0	0	0	0	0	0	0		\$4,500.00
		Sub Total (101 - 170)			0	0	24	149	114	30	316	\$29,799.09	\$44,389.11
	300	CONSTRUCTION PHASE SERVICES											
682000	51	Attending Pre-bid Meeting	S & B	BASIC			1	2			3	\$387.31	
682000	52	Answering RFI during the bid phase	S & B	BASIC				1			1	\$124.80	
682000	53	Assist the City in bidding phase, evaluate bids, recommend	S & B	BASIC				2			2	\$249.60	
682000	54	Attend kick-off meeting and site visits during construction.	S & B	BASIC			2	8			10	\$1,273.82	
682000	55	Review and Approve Submittals and shop drawings.	S & B	BASIC				12		2	14	\$1,604.68	
682000	56	Respond RFI from Contractor's construction at most three.	S & B	BASIC			1	4		2	7	\$743.99	
682000	57	Summary of items from Bidding, Award and Construction	S & B	BASIC				2		4	6	\$463.76	
		Sub Total (300 - CONSTRUCTION PHASE SERVICES)			0	0	4	31	0	8	43		\$4,847.96
		LABOR TOTALS											
		Total Hours	MULTIPLIER		0	0	28	180	114	38	359		
		CONTRACT RATES: (\$/MAN-HOUR)			234.56	169.34	137.71	124.80	56.35	53.54			
		BASE RATES: (\$/MAN-HOUR)			87.58	63.23	51.42	46.60	21.04	19.99			
													\$49,237.07
	160	NON LABOR											
52300	a	Courier	S & B	BASIC									
50550	b	Outside reproduction	S & B	BASIC			11x17 Sheets =	252		\$ 0.50		\$126.00	
50550	c	Permits and fees reimbursable	S & B	BASIC									
50550	d	Vellum Plots Outside reproduction	S & B	BASIC			22"x34" Sheets =	42		\$ 4.50		\$189.00	
52400	e	Reports, copies, prints, bindings.	S & B	BASIC			LS=	1		\$ 175.000		\$175.00	
		Sub Total (F.C. 160)											
		NON LABOR TOTAL										\$490.00	
		BASIC SERVICE TOTAL										\$49,237.07	
		SPECIAL SERVICE TOTAL											
		PROJECT TOTAL										\$49,727.07	\$49,727.07



February 17, 2014

Roerto Chapa, P.E.
S&B Infrastructure Ltd.
807 Brazos Street, Suite 901
Austin, Texas 78701

Re: CMEC Proposal for Cultural Resource Services to Support the City of Pflugerville Gilleland Creek Trail Project, Travis County, Texas

Dear Mr. Chapa:

Cox|McLain Environmental Consulting, Inc. (CMEC) is pleased to submit this proposal to provide archeological services for the above-referenced project, which would entail the expansion of an existing trail for a length of approximately 0.56 miles. CMEC understands that the owner of the project is a subdivision of the state of Texas, the City of Pflugerville, rendering the investigations subject to the Antiquities Code of Texas (9 TNRC 191), but that the project does not have a federal nexus.

Scope of Work—Archeological Permitting and Survey

CMEC cultural resources personnel will conduct searches of the Texas Historical Commission's (THC) Sites Atlas and other data sources to identify previously documented archeological sites, cemeteries, historical markers, properties and districts listed on the National Register of Historic Places (NRHP), and State Antiquities Landmarks (SALs). Results of the search will be integrated with soil information, topographic maps, aerial photographs, and other pertinent data in an application for a Texas Antiquities Permit on behalf of the City.

After a valid permit number is obtained, field investigations will be conducted at the Phase I intensive-survey level (Category 6 under 13 TAC 26.15) by personnel meeting the Secretary of the Interior's Standards and Qualifications for Archeology and Historic Preservation. The study will be limited to pedestrian survey (with shovel testing as needed) of one alignment. No mechanical trenching is anticipated due to the shallow depth of local soils and bedrock exposures documented in projects nearby. Field methods will comply with the requirements of 13 TAC 26, as elaborated by the THC and the Council of Texas Archeologists (CTA). In addition, this investigation will evaluate archeological resources for their potential eligibility for inclusion in the NRHP per Section 106 (36 CFR 800) of the National Historic Preservation Act of 1966, as amended, or designation as a SAL under the provisions of the Texas Antiquities Code (13 TAC 26.12). Reporting of results, including preliminary NRHP/SAL evaluations of any identified archeological resources, will comply with THC and CTA guidelines and will be coordinated with the THC and the City per the terms of the approved archeological permit.



Assumptions and Exclusions

- Assumes total APE length of approximately 0.56 miles and area of less than one acre.
- Assumes trenching not required based on soils/geology/topography.
- Assumes digital archeological site registration only (discounted fee) and that no paper site form submittals would be required.
- Assumes that S&B and/or the City negotiate/provide right-of-entry such that archeological field studies could be completed in one trip. If access is not available, a reasonable and good-faith effort will be made to document inaccessible parcels from accessible parcels and/or public ROW.
- Exclusions: ecological/NEPA services, historic resources background or field study at any level, NRHP nominations, HABS/HAER documentation, archeological monitoring, testing, or data recovery, human remains evaluation/coordination/removal. All excluded services could be provided under separate scope/budget.

The archeological permitting, fieldwork, and reporting described above will be conducted for a lump-sum fee of \$4,500.

This fee proposal is valid until December 31, 2014.

CMEC greatly appreciates the opportunity to submit this proposal. Please feel free to contact me at 512-338-2223 or chris@coxmcclain.com if you have any questions.

Sincerely,

Chris Dayton, PhD, RPA
Senior Archeologist/Project Manager
Cox|McLain Environmental Consulting, Inc.

The above proposal is accepted.

S&B INFRASTRUCTURE, LTD.

By: _____

Its: _____

Date: _____

**COX | MCLAIN ENVIRONMENTAL
CONSULTING, INC.**

By:

Its: **Principal**

Date: **2.17.14**

Attachment - Cost Proposal

S&B - Gilleland Creek Trail - Archeological Field Studies
Cox|McLain Environmental Consulting, Inc.

LABOR

Description	Sr. Env. Scientist II	Env. Scientist I	Env. Prof. II/ Arch PI	Env. Prof. I/ Hist PI	Env. Staff II	Env. Staff I/ GIS/Arch PA	Env. Tech II	Env. Tech I	Admin/ Clerical/ Tech Editor	Totals
	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours
Task 1 Research Design/Permit Coordination	0	0	4	0	0	4	0	0	0	8
Task 2 Pre-field Coordination	0	0	0	0	0	2	0	0	0	2
Task 3 Field Investigations	0	0	0	0	0	8	0	0	0	8
Task 4 Draft Report Prep/Editing	1	0	6	0	0	20	0	0	2	29
Task 5 Agency Review and Comment Response	0	0	0	0	0	2	0	0	0	2
Task 6 NEPA Doc Integration and Comment Response	0	0	0	0	0	0	0	0	0	0
Task 7 Artifact Processing/Curation	0	0	0	0	0	0	0	0	0	0
Task 8 Final Report Production/Distribution	1	0	2	0	0	12	0	0	2	17
Total Labor Hours	2	0	12	0	0	48	0	0	4	66
Rate	\$126.99	\$107.80	\$80.85	\$77.75	\$64.68	\$59.29	\$48.51	\$41.77	\$53.90	
SUBTOTAL Labor Cost	\$254	\$0	\$970	\$0	\$0	\$2,846	\$0	\$0	\$216	\$4,286

EXPENSES

	Unit	Quantity	Rate	Total
Backhoe + operator (at cost)	Day	0	\$1,200.00	\$0
Mileage (Allowable IRS Rate)	Miles	38	\$0.560	\$21
Hotel (At cost)	Day	0	\$130.00	\$0
Per Diem	Day	0	\$46.00	\$0
Vehicle Rental (at cost)	Day	0	\$75.00	\$0
Airfare (at cost)	R/T	0	\$250.00	\$0
Overnight Delivery	Letter	2	\$15.00	\$30
Field Supplies (at cost)	Misc	0	\$100.00	\$0
Historic aerial(s)	LS	1	\$100.00	\$100
Color Reproduction (at cost)	Page	10	\$0.65	\$7
Copies - B&W	Page	85	\$0.10	\$9
Site registration fee (TARL; digital only)	Site	1	\$48.00	\$48
TOTAL Nonlabor Expenses				\$214

Notes/Assumptions: Assumes total ROW width of 10 ft or less for approx. 0.56 miles. Assumes no mechanical trenching required based on soils/geology/topography. Assumes that S&B and/or COP negotiates/provides right-of-entry such that arch field study could be completed in one trip. If access is not available, a reasonable and good-faith effort will be made to document inaccessible parcels from accessible parcels and/or public ROW. Assumes project area is primarily private land and that no artifacts would be collected. Exclusions: ecological/NEPA services, historic resources background or field study at any level, NRHP nominations, HABS/HAER documentation, archeological monitoring, testing, or data recovery, human remains evaluation/coordination/removal. All excluded services could be provided under separate scope/budget.

TOTAL COSTS - CMEC **\$4,500**

March 5, 2014

Roerto Chapa, P.E.
S & B Infrastructure, LTD
807 Brazos Suite 901
Austin, Texas 78701

RE: TAS Proposal for the Gilleland Creek Trail Project

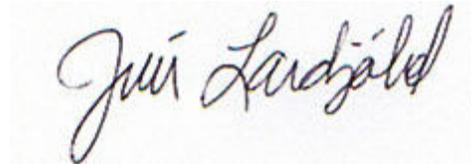
Dear Mr. Chapa,

This is a proposal for the project registration, plan review, and inspection of the Gilleland Creek Trail Project in Pflugerville, Texas for compliance with Chapter 469 of the Texas Government Code, State of Texas Architectural Barriers Act, and the Texas Accessibility Standards (TAS).

Altura Solutions proposes to perform the project registration with TDLR, perform the plan review, and inspection for compliance with the TAS.

Feel free to contact me at (512) 410-7059 or at jel@alturasolutionslp.com to answer any questions or discuss details of the proposal. Thank you for considering Altura Solutions, L.P. to meet your accessibility consulting needs. We look forward to working with you on the project.

Sincerely,

A handwritten signature in black ink that reads "Jesús Lardizábal". The signature is written in a cursive style and is positioned above the typed name and title.

Jesús Lardizábal,
R.A.S. 1051
President

PROJECT SCOPE AND DESCRIPTION

Addition of a trail system along Gilleland Creek including crossing some roadways.

SCOPE OF WORK

Altura Solutions proposes to perform the following services in compliance with the Chapter 469 of the Texas Government Code, State of Texas Architectural Barriers Act to verify compliance with the Texas Accessibility Standards (TAS):

- Register the project with TDLR
- Perform plan review of the project construction documents (as provided by client)
- Perform the final inspection of the project upon completion

EXCLUSIONS

The proposal excludes services to determine compliance with other federal, state or local accessibility requirements and accessibility requirements of building and housing codes such as the International Building Code (IBC).

SCHEDULE

Altura Solutions will perform the project registration within one working day of receiving the required documents and registration fee.

Altura Solutions will perform the plan review and provide a report of findings within ten working days after receiving all required documents.

Altura Solutions will perform the final inspection and deliver the Inspection Report within ten working days of receiving access to the facility.

DELIVERABLES

The following items will be produced and delivered by Altura Solutions as part of this project:

- Altura Solutions will provide proof of project registration via the TDLR Proof of Registration Sheet.
- Altura Solutions will provide the Plan Review Report detailing the non-compliant findings of the facility for the Texas Accessibility Standards (TAS).
- Altura Solutions will provide the Inspection Report detailing the findings of the final inspection of the facility.

CONSULTING FEE AND INVOICING

The following fees are proposed for the services outlined in this proposal:

- Project Registration \$175.00
- TAS Plan Review Report \$650.00
- TAS Inspection Report \$750.00

The total proposed consulting fee under this agreement is one thousand five hundred seventy five dollars and zero cents (\$1,575.00).

To initiate services, the following items must be provided:

- Signed agreement
- Completed TDLR forms
- A check for \$825 for the Project Registration and Plan Review fees should be made out to Altura Solutions, L.P.

The inspection fee includes travel within 90 miles of Austin, TX. Additional travel expenses may be incurred for travel outside of this area. The inspection fee may be paid up front or at the time of inspection. The fees listed above are limited to one final plan review and one subsequent revision, one hour of technical assistance/consulting. Preliminary reviews, plan review revisions, and additional consulting will be considered additional services as outlined below.

ADDITIONAL SERVICES

Altura Solutions, L.P. provides hourly technical assistance for any services outside of the deliverables listed above. Technical Assistance services include attending meetings with project officials, preliminary plan reviews, preliminary inspections, attending on-site meetings, and assisting with potential design solutions. The consulting rate is \$150.00 per hour.

Altura Solutions, L.P.

Client

By: _____

By: _____

Print Name: Jesus Lardizabal

Print Name: _____

Title: President

Title: _____

Date: _____

Date: _____



MACIAS & ASSOCIATES, L.P.
LAND SURVEYORS FIRM REG. NO. 10114100

March 18, 2014

S & B INFRASTRUCTURE, LTD.
807 Brazos Street, Suite 901
Austin, Texas 78701

ATTN: Mr. Rovertto Chapa, P.E.

RE: City of Pflugerville - Gilleland Creek Trail Project – Surveying Proposal

Mr. Chapa,

Thank you for the opportunity of submitting this proposal for professional surveying services in connection with your request to prepare a route survey for the Gilleland Creek Trail Project in Pflugerville, Texas. The limits of the project are shown as a red line in a sketch emailed to our office on February 24, 2014. The limit is approximately a 40' wide corridor. There is no sub-surface utility investigation, no easements or right of entries required for this project.

SCOPE OF SERVICES FOR ROUTE SURVEY

1. Obtain and review pertinent ownership, right of way and utility information from the Travis County Tax Office and utility owners.
2. Field locate right of way evidence, fences, sidewalks, driveways, top of water valve nut, water meters, water valves and hydrants, wastewater, storm, electric telephone/utility poles, gas and other underground and surface utilities. Also, field locate traffic signs, light poles, power poles, guide wires, electric manholes, telephone manholes, electric or telephone pull boxes, traffic pull boxes, traffic control loops, warning signs for underground utilities and other surface features within the right of way not listed. Manholes and inlets will be opened and detailed if possible. Flow line elevations will be taken at both ends of existing culverts.
3. Detail manholes, take elevation of all inverts in and out of manhole and lid elevations, and detail all upstream and downstream manholes. Take elevations at the bottom side of the existing girders of 2 bridges.
4. Locate trees 8" trunk diameter and greater, per City of Pflugerville standards.
5. Take sufficient elevations to develop a 1.0 foot interval contour line map.

6. Prepare a base map showing the above information to include owners name and legal description of adjacent lots. The base map will be prepared using ACAD V2012 and furnished in 2D and 3D format on a compact disk. A hard copy of the signed and sealed survey will also be furnished.
7. Drawing standards will be based on S&B standards if required.
8. Project will be based on NAVD 1988 and NAD 1983.
9. Set a horizontal and vertical control point not more than 1,500' apart.

BASIS FOR COMPENSATION FOR ROUTE SURVEY

We propose to provide the above scope of services on an hourly basis with a not to exceed amount of \$8,515.00 based on the following estimates:

R.P.L.S.	33 hrs. @ \$135.00 per hr.	\$4,455.00
Field Crew	28 hrs. @ \$145.00 per hr.	<u>\$4,060.00</u>
	Total	\$8,515.00

SCHEDULE

We can begin work on this project approximately 5 working days after we receive a written notice to proceed. It will take approximately 10 working days to complete the route survey. Surveying activities are weather dependent. If inclement weather occurs, this schedule will change.

The Texas Board of Professional Land Surveying regulates all Registered Professional Land Surveyors in the State of Texas: they may be contacted at 12100 Park 35 Circle, Bldg. A, Suite 156 MC- 230, Austin, Texas 78753, 512.239.5263.

If this proposal is acceptable please issue a written notice to proceed. Please call me at 442.7875 if you have any comments or questions.

Sincerely,



Carmelo L. Macias RPLS
Vice-President

CLM/cg