

**PROFESSIONAL SERVICES AGREEMENT
FOR
SORENTO WASTEWATER INTERCEPTOR**

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 Cobb, Fendley & Associates, Inc. (“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 December 3, 2013 and terminate on December 31, 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 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 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 Four hundred three thousand, five hundred thirty seven and zero cents (\$403,537.00) 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 for Community Services
15500 Sun Light Near Way #B/P.O. Box 589
Pflugerville, Texas 78660

If intended for Consultant, to: Cobb, Fendley & Associates, Inc.
Attn: Julie Hastings, P.E.
Regional Municipal Manager
505 E. Huntland Drive, Ste 485
Austin, TX 78752

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 "*Sorento Wastewater Interceptor*" 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	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. We will only accept the ACORD 25 or ISO certificate of insurance forms.

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

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

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

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

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

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

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

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

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

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

X. INDEMNIFICATION

10.1 CONSULTANT covenants and agrees to 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 extend 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: aci consulting, Inc., and Fugro Consultants, 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

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

XXI. PARTIES BOUND

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

XXII. CAPTIONS

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

XXIII. INCORPORATION OF EXHIBITS

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

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

XXIV. ENTIRE AGREEMENT

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

XXV. MISCELLANEOUS CITY CODE PROVISIONS

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

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

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

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

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

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

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

**CITY OF
PFLUGERVILLE**

CONSULTANT
Cobb, Fendley & Associates, Inc.

(Signature)



(Signature)

Printed Name: Brandon E. Wade

Printed Name: **Julie D. Hastings, P.E.**

Title: City Manager

Title: Regional Municipal Manager

Date: _____

Date: 11-19-13

October 4, 2013
Revised October 17, 2013
Revised October 30, 2013
Revised November 12, 2013

Mr. Tom Word, PE
Assistant City Manager
City of Pflugerville
15500 Sun Light Near Way
Pflugerville, TX 78691

RE: Sorento Wastewater Interceptor Scope and Fee R3

Mr. Word:

Cobb, Fendley & Associates (CobbFendley) is excited to present this proposal for design phase services for the above referenced project. This project is proposed to install a wastewater interceptor from the southeast corner of the proposed Sorento development at Jesse Bohls Road, then south along a tributary to Wilbarger Creek approximately 6,000 linear feet, to terminate at the proposed Carmel/Sorento Lift Station located at the confluence of said tributary and Wilbarger Creek. The exact location of the connections to the Sorento Development and the Carmel/Sorento Lift Station are unknown at this time. The attached sketch gives our general understanding of the intended route for the interceptor.

This proposal assumes that the interceptor will run parallel to Jesse Bohls Road until the road intersects the tributary. At that point, it is assumed that the interceptor will turn south and parallel the creek on the west bank to the terminus point. The area around the tributary is very densely vegetated. Field crews will be required to clear brush and possibly small trees to perform survey, environmental, and geotechnical investigations.

We understand that the City desires to have the interceptor in place and operational by June of 2015. As such, this proposal encompasses preliminary engineering through construction phase in order to expedite the design process and advertise the project for bids in mid-2014. We also understand that the Carmel/Sorento design team anticipates having a decision on the lift station location by 12/6/2013. Our production schedule is based on receiving that information by that date to accommodate any adjustments in the alignment based on lift station location.

As discussed on October 24, the existing site conditions are very heavily wooded. This site condition results in additional time required in clearing for our field investigations. The attached spreadsheet shows the additional time required due to the site conditions in a separate column.

Below is a description of our proposed scope of services.

I. Preliminary Engineering Phase



As stated above, the location of this wastewater line is generally known; however, specifics of the end points and routing along the creek are undetermined. The Preliminary Engineering phase will focus on determining the optimal route for the wastewater interceptor to balance construction, property owner, and environmental concerns.

A. Route Analysis

- A1. Gather and analyze data. Download data for route analysis.
 - A1.1 Property owner information
 - A1.2 Aerial information
 - A1.3 Topographical information
 - A1.4 Environmental information
- A2. Assimilate data and prepare preliminary route options.
 - A2.1 Using ACAD Civil3D, put together preliminary base plan with all data shown.
 - A2.2 Prepare preliminary route and profile. Note – CobbFendley will evaluate several alignments from the southeast corner of the Sorento property, east along Jesse Bohls, and then south along the tributary, generally following the top of the west bank.
 - A2.3 Prepare preliminary skeletal alignment of proposed future upstream interceptors to check tie-in depth of Sorento Interceptor.
- A3. Develop a route decision matrix. CobbFendley will determine the best routing option for the wastewater interceptor based on our expertise and experience. We will perform an internal decision analysis evaluating parameters such as property owners, environmental impacts, construction costs, etc. We will make one alignment recommendation to the City based on this internal analysis. Multiple alignments and decision matrix evaluation are not included in this scope of services.
- A4. Prepare Preliminary Engineering Technical Memorandum summarizing analysis and results.
 - A4.1 Route evaluation. This brief technical memo will summarize the evaluation process and significant decision factors involved in developing the recommended route.
 - A4.2 Preliminary construction cost estimate.
 - A4.3 Permitting requirements. CobbFendley will identify required permits and initiate agency coordination.

B. Coordination and Project Management

- B1. Coordinate ROE discussions with property owners
- B2. Coordination meetings with City (assume 2)
- B3. Field visits / coordination meetings with surveyor, geotechnical, and environmental teams.
- B4. Develop project schedule.

II. Design Phase

During the Design Phase, CobbFendley will prepare contract and easement documents for the construction of the wastewater line. Below is a detailed scope of services.

- A. Plans. CobbFendley will prepare design plans for submittal to the City at 60%, 90%, and 100% completion. We anticipate the following sheets to be included in our design set.
 - A1. Cover Sheet.
 - A2. General Notes. Assemble a set of general notes using City of Pflugerville and TCEQ standards.
 - A3. Wastewater Line P&Ps. Prepare Plan & Profile Sheets for the wastewater line at a scale of 1"=20' on 22"x34" plan sheets. Assumed sheet count is 14 sheets.
 - A4. Traffic Control Sheets. Traffic control is anticipated to be required for approximately 1,000 feet along Jesse Bohls. Assume 2 sheets.



- A5. Erosion and Sedimentation Control. E&S sheets will be prepared for the alignment. Assume 7 sheets. Assume SW3P will be prepared by the contractor.
 - A6. Detail Sheets. Prepare detail sheets showing invert details, standard construction details as well as special project-specific details.
 - A7. Design calculations. Perform design calculations as necessary.
- B. Specifications. CobbFendley will assemble standard technical specifications. A table of contents will be provided with the 60% submittal and a full set of specifications will be included with the 90% and Final submittals. City of Pflugerville standard contract documents will be used for front end documents, with minor modifications necessary for this project.
- C. Quantity Take Off. CobbFendley will perform a quantity take off and prepare a bid form. A quantity take off will be performed at the 60%, 90% and 100% submittals.
- D. Cost Estimate. CobbFendley will prepare an opinion of probable construction cost for the 60% (+/- 15%), 90% (+/- 10%) and 100% (+/- 5%) submittals.
- E. QA/QC. CobbFendley will perform quality control reviews on the plans and specifications prior to each submittal to the City.
- F. Prepare 3 submittal packages. CobbFendley will assemble plans and specifications and submit to the City for review. This proposal assumes there will be a 60%, 90%, 100% and Final Bid Set submittal. We will provide six (6) sets of full size plans and specifications for each submittal.
- G. Respond to comments. CobbFendley will review comments provided by the City and review agencies and prepare a written response to the comments for inclusion with the subsequent submittal.
- H. Coordination/Review meetings. This proposal assumes there will be six (6) coordination meetings with the Owner during the design phase.
- I. Permits. Coordinate with permitting agency to obtain required permits for construction.
- J. Easement Acquisition. This proposal assumes that some time will be required from the design engineer to coordinate easement acquisition with the easement agent, whether the City chooses to perform those services or contract with CobbFendley for acquisition. Fees to perform easement acquisition are listed below under Optional Services.
- J1. ROE Letters. The City will provide a ROE form letter to CobbFendley to cover all required field activities and to include the need to clear land for survey and investigations. CobbFendley will populate the form letter with addresses of properties on which we will need access for field visits, survey, environmental and geotechnical investigations. Follow up correspondence or home visits, should they be required, will be handled by the City.
 - J2. Title Commitments. CobbFendley will order title commitments for properties requiring metes and bounds descriptions.
- K. Survey.
- K1. Topographic Survey. The topographic survey will involve a scope area of approximately 6,100 linear feet of centerline profile data and a width of a maximum of 150 feet along and coincident with the proposed centerline of said Sorento 36 Inch Wastewater Interceptor design line. We will locate data points including spot elevations at pertinent grade breaks, top of curb, gutter, street center line, top bank, centerline and grade breaks of any creeks within the scope area described above based on 100 foot cross sections along the proposed centerline. In addition, the survey will include the location and elevation of visible utility surface features (fire hydrants, manholes, utility poles, down guys, drainage inlets, culverts and other drainage structures, ditches and detention ponds within the cross-sections. This will also include box culverts, drainage structures, bridges, and roadways.
 - K1.1 Research Land Records to determine ownership of all land being crossed by the proposed construction.
 - K1.2 Set Primary Survey Control of the Alignment Route.



- K1.3 Stake the alignment for topographic survey and perform topographic land survey.
- K1.4 Prepare drawings and data.
- K1.5 Survey trees 8" diameter and larger within the proposed construction area.
- K2. Easements. Once the design centerline alignment has been finalized we will produce required Easement Exhibits which shall include Easements drawings and Legal Descriptions for each easement required from land owners. Each Easement will consist of printed, signed and sealed drawings with accompanying legal description in Metes and Bounds delineation per Texas Statutory requirements. This proposal assumes 15 permanent and temporary easements will be required.

- L. Geotechnical Investigation. Fugro Consultants will perform a geotechnical analysis, drilling soil borings for sampling approximately every 1,000' for seven (7) total borings.
 - L1. CobbFendley will coordinate with Fugro Consultants to determine the appropriate location for seven soil borings, survey in the boring locations, and incorporate the soil boring information into the contract documents.
 - L2. Refer to the attached subconsultant proposal from Fugro Consultants, dated October 2, 2013 for a detailed scope of services.
- M. Environmental Investigation. aci consulting will perform environmental investigation for the project to include Jurisdictional Waters of the U.S. Assessment, Endangered Species Habitat Evaluation, Hazardous Materials Screen, Clean Water Act Section 404 Post-construction Documentation Preparation, and Archaeological Survey.
 - M1. CobbFendley will coordinate with aci consulting, provide alignment drawings, review reports, and provide information required for permitting. For the archaeological survey, an estimate has been provided for shovel testing as well as backhoe trenching. Method to be determined upon further investigation and coordination with THC.
 - M2. Refer to the attached subconsultant proposal from aci consulting, dated September 25, 2013 for a detailed scope of services.

III. Bid Phase

CobbFendley will assist in the bidding of the project. This proposal assumes that the City will use a bidding assistance center and all contract documents will be distributed through the center. CobbFendley may retain a copy for viewing, if desired, but will not be managing the document distribution. Below is a detailed scope of services for bid phase.

- A. Assist the City in preparing the advertisement for bids. This proposal assumes that the City will coordinate with the local newspapers and pay the fee for the advertisement.
- B. Attend and conduct a pre-bid conference. Prepare the meeting agenda and meeting minutes.
- C. Respond to contractors questions during the bidding process.
- D. Prepare addenda (assume 2) to address contractor questions.
- E. Attend and conduct the bid-opening.
- F. Prepare bid tabulation and check calculations.
- G. Check Contractor References.
- H. Prepare Recommendation of Award.
- I. Assist the City in obtaining executed contract documents.
- J.

IV. Construction Phase



CobbFendley will provide construction administration and observation assistance the City. This proposal does not include inspection services. This proposal assumes a construction duration of twelve (12) months. Below is a detailed scope of services.

- A. Attend and conduct a preconstruction conference. CobbFendley will prepare the agenda, take notes, and prepare the meeting minutes.
- B. Attend periodic progress meetings. Assume monthly progress meetings for a total of twelve (12).
- C. Attend periodic site visits. Assume monthly site visits (not coincident with progress meetings) for a total of twelve (12).
- D. Review project submittals/shop drawings. CobbFendley will review each submittal twice. If the Contractor requires a third submittal, it will be reviewed as an additional service and at the Contractor's expense, as will be written in the contract documents. This proposal assumes 20 submittals.
- E. Review pay estimates. CobbFendley will coordinate with the City's inspector on accurate quantities and review the pay estimates for accuracy. Assumes twelve (12).
- F. Respond to Requests for Information (RFI). CobbFendley will coordinate with the City and Contractor on RFIs and respond with clarifications as needed. This proposal assumes ten (10) RFIs.
- G. Change Orders. CobbFendley will assist the City in negotiation and preparation of change order documents, should they be necessary. This proposal assumes three (3) change orders.
- H. Final Walk Through and Punch List. CobbFendley will attend the final walk through and coordinate with the City's inspector on the punch list items.
- I. Project Close Out. CobbFendley will assist the City on closing out the contract, reviewing the final pay application and affidavits, and preparing the Concurrence Letter.
- J. Record Drawings. CobbFendley will prepare a set of record drawings based on the Contractor's redlines in the field.
- K. Construction Materials Testing. Fugro Consultants will provide construction materials testing. Refer to the subconsultant proposal dated October 2, 2013 for the detailed scope of services.

Optional Services – Easement Acquisition

If desired by the City, CobbFendley will perform easement acquisition services. Our services include all activities required to acquire each easement including negotiating with the property owners, meeting with the property owners, gathering information concerning their property, release of liens and judgments, etc., presenting offers to property owners and negotiating final offer, and taking easement to closing. All negotiations will follow rules and regulations of SB18.

Should a property require condemnation for acquisition, CobbFendley can continue support in two ways.

- 1. Should the City retain an attorney to coordinate the condemnation proceedings, CobbFendley will provide a document package with all the property owner information required for the attorney to proceed for \$200 per parcel.
- 2. Should the City decide to retain CobbFendley for condemnation support, CobbFendley is qualified to provide support at a cost of \$6000 per parcel plus appraiser and court reporter fees. This fee does not include attorney's fees.

Below is a table summarizing our proposed fee for each phase. Attached is a detailed level of effort estimate for your reference.



Task	Fee		
	Typical Effort	Site Condition Surcharge	Total
Preliminary Engineering	\$ 19,375.00		\$ 19,375.00
Design Phase			\$ -
Contract Documents	\$ 127,722.00		\$ 127,722.00
Topographic Survey	\$ 47,009.00	\$ 21,484.00	\$ 68,493.00
Rights of Entry/Title Commitments	\$ 12,426.00		\$ 12,426.00
Metes and Bounds	\$ 22,500.00	\$ 11,250.00	\$ 33,750.00
Geotechnical Investigation	\$ 25,487.80	\$ 5,940.00	\$ 31,427.80
Environmental Investigation	\$ 26,541.00	\$ 5,208.00	\$ 31,749.00
Total Design Phase	\$ 261,685.80	\$ 43,882.00	\$ 305,567.80
Bid Phase	\$ 7,008.00		\$ 7,008.00
Construction Phase			\$ -
Construction Administration Support	\$ 51,118.00		\$ 51,118.00
Construction Materials Testing	\$ 18,972.00		\$ 18,972.00
Total Construction Phase	\$ 70,090.00		\$ 70,090.00
Expenses	\$ 1,496.20		\$ 1,496.20
Total Fee Estimate	\$ 359,655.00	\$ 43,882.00	\$ 403,537.00
Optional Easement Acquisition			
Easement Acquisition	\$5000/parcel		
Appraisal	\$4500/parcel		
Title Closing Fee	\$750/parcel		

Please feel free to contact me if you have any questions or comments. I can be reached at 512-585-7408.

Sincerely,



Julie Hastings, PE
Regional Municipal Manager

cc: Dan Franz, PE, City Engineer
James Wills, Director of Public Works
Sandee Khoury, PE, Cobb Fendley Regional Manager

Attachments





**Contract Proposal
18-13-123**

Proposal For	From	25 September 2013
Julie Hastings Cobb, Fendley & Associates, Inc. 505 E. Huntland Drive Suite 485 Austin, Texas 78752 P: (512) 834-9798 F: (512) 834-9553	Kevin Ramberg C.O.O.	
	Project Title	
	Pflugerville Sorento Wastewater Interceptor	

Project Description

REVISED October 28, 2013

aci consulting, a division of aci group, LLC is pleased to provide the following scope of services for the proposed Pflugerville Sorento Wastewater Interceptor project in Travis County, Texas.

Scope of Services

This scope is for the approximately 6,000 linear foot, 36-inch proposed Pflugerville Sorento Wastewater Interceptor. This scope assumes a 70-foot wide investigation area (20-foot permanent easement and 50-foot construction easement). Prior to field investigations, the center line will be cleared by surveyors to expedite field surveys.

This scope assumes that the proposed project will fall within the thresholds for non-reporting under Section 404 Nationwide Permit 12 for Utility Line construction activities in jurisdictional waters of the U.S. The following tasks are mutually dependent and are scoped accordingly. Executing select tasks and excluding or reducing others may require additional funding.

Task 1: Jurisdictional Waters of the U.S. Assessment

aci consulting will perform an analysis of the most currently available aerial photographs, topographical maps, National Wetlands Inventory (NWI) database information, National Hydrography Dataset (NHD) data, and soil surveys, as well as conduct appropriate field work necessary to identify the location and extent of potential U.S. Army Corps of Engineers (USACE) jurisdictional waters and wetlands within the preferred alignment. A final report including the results of the investigation will be provided to the client.

This cost has been reduced by decreasing the investigation area and clearing prior to fieldwork.

This task will only delineate the OHWM for the tribs we are crossing. jdh

Cost of Task 1: \$2,750.00

Task 2: Endangered Species Habitat Evaluation

A threatened and endangered species habitat assessment will be performed along the preferred alignment. aci consulting will perform a desktop evaluation of the preferred alignment for federally listed species known to occur in



Travis County, as well as a visual inspection within and immediately adjacent to the preferred alignment. All potential habitat impacted by this project will be identified and provided in a report to the client.

This cost has been reduced by decreasing the investigation area and clearing prior to fieldwork.

Cost of Task 2: \$2,960.00

Task 3: Hazardous Materials Screen

aci consulting will conduct a desktop hazardous materials review for the preferred alignment by completing an ASTM-standard environmental background search, with field investigation. This examination of the proposed environmental setting for the Pflugerville Sorento Wastewater Interceptor project will not include the ASTM 1527-05 level of review. A memo containing the results of the screen and the Environmental FirstSearch Report will be provided to the client. This report does not include SBA certification.

This cost has been reduced by decreasing the investigation area and clearing prior to fieldwork.

Task removed.
jdh

Cost of Task 3: \$2,550.00

Task 4: Clean Water Act Section 404 Post-construction Documentation Preparation

Based on the findings of Task 1: Jurisdictional Waters and Wetlands Investigations, aci consulting will prepare the Section 404 nationwide permit (NWP) post-construction documentation for the project files after installation of the utility line is complete. This task is based on the assumption that impacts to jurisdictional waters of the U.S. would be limited to less than 0.10 acre per crossing and will conform to all the general conditions (such as endangered species and cultural resources among others).

aci consulting will coordinate and prepare necessary documentation under NWP #12 for Utility Line Activities. The documentation will detail the impacts to jurisdictional waters of the U.S. associated with the proposed Pflugerville Sorento Wastewater Interceptor. Field reconnaissance at each crossing will be conducted before and after construction to document site conditions. The documentation does not require submittal to the USACE, but should be placed within the project reference files upon project completion.

Note: If impacts to waters of the U.S. exceed 0.10 acre at any one jurisdictional crossing or do not conform to the general conditions, submittal of a detailed preconstruction notification (PCN) under Nationwide Permit #12 would be required prior to construction. The PCN would include an alternatives analysis and mitigation plan. The PCN would be prepared under a separate scope.

Task removed. Due diligence will be performed but documentation will not be formalized in the files. jdh

Cost of Task 4: \$2,050.00

Task 5: Archeological Survey

aci consulting archeologists will prepare a Texas Historical Commission (THC) Texas Antiquities Code (TAC) permit application to perform an intensive archeological survey of the preferred alignment for the development of the proposed Pflugerville Sorento Wastewater Interceptor. The Area of Potential Effect (APE) that will be investigated is 6,000 linear feet by 70 feet in width.

The overall investigation includes pedestrian survey, subsurface testing (discretionary shovel testing/backhoe



trenching), site recording and site relocation, site photography, basic archival research and National Register of Historic Places (NRHP) and State Antiquities Landmark (SAL) eligibility assessment, data analysis, and report preparation in accordance with THC, Council of Texas Archeologists (CTA) standards, and Section 106 compliance for USACE jurisdictional waters as applicable.

Task 5A: Texas Antiquities Permit Application and Background Research

aci consulting archeologists will prepare a THC/TAC Permit application including a research design for the investigation, and coordinate any discussions or meetings with THC. This task also includes background research at THC, the Texas Archeological Research Laboratory (TARL), and preliminary archival file searches especially noting any historic age resources in the area due to the presence of Pfluger Cemetery near the proposed alignment.

Cost of Task 5A: \$2,172.50

Task 5B (OPTION 1): Intensive Archeological Survey (Survey and Shovel Testing)

aci consulting will perform an intensive pedestrian survey and discretionary shovel testing of the APE, which is defined as 6,000 feet long by 70 feet wide. A review of the soils along the creek will be conducted to determine if soils are Holocene in age. This review will indicate whether shovel testing is adequate to assess buried deposits, or whether backhoe trenching is necessary. Backhoe trenching will be necessary if soils of Holocene age, with the potential to harbor deeply buried stratified archeological deposits, are identified during pedestrian survey. This task includes recording newly discovered archeological resources, as well as site relocation and delineation of those resources known to be located in the APE.

Cost of Task 5B (OPTION 1): \$3,975.00

Task 5B (OPTION 2): Intensive Archeological Survey (Survey, Shovel Testing, and Backhoe Trenching)

aci consulting will perform an intensive pedestrian survey and discretionary shovel testing of the APE, which is defined as 6,000 feet long by 70 feet wide. A review of the soils along the creek indicates that they are deep and Holocene in age, which has the potential to harbor deeply buried stratified archeological deposits that ordinary shovel testing will not reach. Therefore, shovel testing will be at the project archeologist's discretion and the intensive field investigation will rely more heavily on pedestrian survey and backhoe trenching. This task includes recording newly discovered archeological resources, as well as site relocation and delineation of those resources known to be located in the APE. aci consulting will try to coordinate backhoe activities with clearing for geotech locations.

This cost has been reduced by decreasing the investigation area and clearing prior to fieldwork.

Cost of Task 5B (OPTION 2): \$6,015.00

Task 5C: Data Analysis, Report Preparation, and Curation

aci consulting will perform an analysis of the data collected from the field work and produce a draft report for submission to the THC for review and concurrence. A draft and final report will be submitted to the client, as well as the THC as part of the deliverables. All field documents will also be curated for submittal to TARL as is required by the Texas Antiquities permit. This will be a non-collection survey so no artifacts will be collected as part of this effort, and therefore, will not require curation.

Cost of Task 5C: \$6,133.00



Direct Costs including Curation, Mileage, Historical Documents (OPTION 1): \$500.00

Direct Costs including Curation, Mileage, Backhoe, Historical Documents (OPTION 2): \$2,800.00

Total Cost of Task 5 (OPTION 1): \$12,780.50

Total Cost of Task 5 (OPTION 2): \$17,120.50

Task 6: Project Management

aci consulting will conduct project management and, at the client's request, attend and prepare for project meetings for the duration of the project.

Cost of Task 6: ~~\$2,570.00~~ \$2,000.00

Exclusions:

This scope of services does not include:

- Right-of-entry permissions and coordination to be provided by the client;
- Nationwide Permit #12 Preconstruction Notification, if required;
- Any Section 7 consultation with USFWS for impact to federally-listed species;
- Phase II archeological investigations;
- Travis County Environmental Assessment;
- Full ASTM Phase I Site Assessment.



8613 Cross Park Drive
Austin, Texas 78754
Phone: 512-977-1800
Fax: 512-973-9966

Cobb, Fendley & Associates, Inc.
505 E. Huntland Drive, Ste 485
Austin, TX 78752
jhastings@cobbfendley.com

Proposal No. 04.30131068
Revised October 2, 2013

Attention: Ms. Julie Hastings, P.E., MBA

**Proposal for Geotechnical Investigation
Pflugerville Sorento Wastewater Interceptor
Pflugerville, Texas**

Fugro Consultants, Inc. (Fugro) is pleased to submit this proposal for geotechnical engineering services for the above referenced project. We have been provided with a conceptual alignment plan and your request for proposal dated September 18, 2013.

The project consists of approximately 6,000 LF of 36-inch diameter wastewater interceptor extending from the Sorento development along Jesse Bohls Drive to the new Carmel/Sorento Lift Station. Some of the alignment is within the flood plain of Wilbarger Creek, in Travis County, Texas, and a portion of the alignment is within the City Limits of Pflugerville, Texas. For service connection access on both sides of the creek, the line and grade of the interceptor will be maintained about 10 feet below the bottom of the creek. We anticipate that the interceptor line will be installed using conventional open cut techniques, with a possible trenchless crossing at Jesse Bohls Drive.

The project will include field, laboratory and engineering phases. The following sections of this proposal include the scope of our services in these study phases, a cost estimate, an estimated schedule, and proposed terms and conditions.

Geotechnical Investigation

Field Investigation

According to published geologic mapping, the alignment is anticipated to be underlain by Navarro and Taylor group clays and clay-shale. As requested, we will drill borings at approximately 1,000 ft intervals along the alignments as follows:

A member of the Fugro group of companies with offices throughout the world.

A handwritten signature in blue ink, appearing to be "JH", located at the bottom right of the page.



Proposed Field Investigation			
Water Line Location	Number of Borings	Depth of Boring, ft	Footage
Open Cut Locations	7	35	245
Total Footage			245

Presently, the design alignment is preliminary and subject to revision. It is our understanding that the design alignment of the interceptor will be determined and surveyed with ground surface elevations prior to our drilling operations. Therefore, the actual depth of our borings may be revised in order to maintain drilling depths of at least 10 feet below the adjacent creek elevation.

Borings will be staked and utilities located prior to drill rig mobilization. Cohesive soil will be sampled using seamless push tube samplers, while granular materials will be sampled and tested using the Standard Penetrations Test (SPT). If encountered, shale and clay shale will be sampled using core techniques. Completed open boreholes will be backfilled with a cuttings-bentonite mixture. Apparent groundwater measurements will be made at the time of boring.

Borings along Jesse Bohls Drive will be drilled off of pavement within the right of way. For the remaining borings, we understand that right of entry access will be obtained by others. We anticipate that up to three days of clearing will be required to access the boring locations within the floodplain, and have assumed that on-site mulching of all cuttings will be permissible.

Laboratory Testing

Laboratory tests (natural water content determinations, Atterberg limits, and partial gradation analyses) will be performed to classify soil strata and to evaluate plasticity and shrink/swell potential. Unconfined compression tests will be conducted on selected intact soil specimens to evaluate the compressive strength of the subsurface strata.

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Geotechnical Engineering Reports

The Geotechnical Investigation will utilize engineering analyses of the results of the field and laboratory data to develop selected geotechnical parameters for wastewater interceptor installation. Specifically, the report will include the following:

1. General subsurface conditions, discussion of site geology, boring logs with descriptions of strata and laboratory test results, and water levels obtained at the time of drilling;
2. Boring location plan;
3. Discussion of excavation potential;
4. General discussion of OSHA trench safety for preliminary cost estimation purposes (actual design, installation and performance of trench excavation safety systems are the responsibility of the contractor);
5. Discussion of anticipated groundwater conditions and potential effect on proposed construction;
6. General comments regarding trenchless installations; and
7. Recommendations for earthwork including pipe bedding and backfilling procedures.

An electronic (PDF) copy and four hard copies of the report will be submitted unless otherwise requested.

Cost Estimate

Based on the scope of work outlined above and the attached Fee Schedule G-2012, our estimated fee is presented as Attachment 1. The estimated fee is based on the following:

1. The proposed alignment of the interceptor will be surveyed and staked in the field prior to our field operations.
2. The borings along Jesse Bohls Drive will require signs and cones, but not a lane closure.



3. Based on aerial images, we anticipate that clearing of brush will be required to access some of our boring locations. Thereafter, boring locations will be readily accessible with truck-mounted drilling equipment. Right of entry will be obtained by others.
4. The presence of any onsite utilities will be made known to us. We will notify the Utility Protection Center (Texas One-Call) at least 72 hours prior to mobilization to the site.
5. The actual boring locations will be marked in the field after drilling for others to obtain locations and elevations. We will obtain latitude and longitude coordinates of the boring location using a hand-held GPS device.
6. The engineering services provided for herein do not include preparation of a Geotechnical Baseline Report (GBR).

The estimated fee may be exceeded if site conditions are significantly different than anticipated or changes in work are required or requested. However, the estimated maximum fee will not be exceeded without the client's prior authorization. Required additions to the above scope of services would be invoiced in accordance with the attached fee schedule.

Schedule

After receiving authorization to proceed, we will receive the alignment survey data and right of entry, we will establish boring locations, obtain utility clearance, and perform site clearing where needed. Once boring locations are staked, cleared of utilities, are readily accessible and weather and site conditions permitting, we can commence field operations. A summary of our proposed schedule is presented below.

Activity	Schedule
Site coordination of drill rig access, staking of borings, clearing utilities, clearing for drill rig access.	3 weeks after notice to proceed
Drilling of borings (estimated 7 borings to depths of 35)	1 week
Laboratory testing	3 weeks
Preparation of Geotechnical Report	2 to 3 weeks

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Terms and Conditions

Fees for field work, laboratory testing, and report preparation are outlined in Schedule G-2012. Schedule 40.01 describes general contractual conditions including identification of client, on-site responsibilities and risks, warranty, invoicing procedures, and record and sample maintenance. Schedules G-2012 and 40.01 are attached to this proposal.

The following statement is required by Fugro's Insurance Company. Fugro's scope of work does not include the investigation, detection, or design related to the presence of any Biological Pollutants. The term "Biological Pollutants" includes, but is not limited to, mold, fungi, spores, bacteria, and viruses, and the byproducts of any such biological organisms.

* * *

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Cobb Fendley & Associates, Inc.
Julie Hastings, P.E., MBA

Revised October 2, 2013
Page 6 of 6

To indicate acceptance of this proposal, please have the signature block below signed by a duly authorized representative of the client, and return one copy to us for our files.

We appreciate the opportunity to submit this proposal and look forward to working with you on this project. Please call us if we can be of any additional assistance.

Sincerely,

FUGRO CONSULTANTS, INC
TBPE Firm Registration No. F-299

A handwritten signature in black ink, appearing to read "John S. Landwehrmeyer".

John S. Landwehrmeyer, P.E.
Senior Project Manager

A handwritten signature in black ink, appearing to read "Peter H. Bush".

Peter H. Bush, P.E.
Vice President

JSL/PB/jsl(w/g/p/2013/04.30131068)

Attachments:

- Attachment 1 – Cost Estimate
- Schedule 40.01
- Fee Schedule G-2012

CLIENT:

Firm Name

Authorizing Signature

Typed Name & Title

Date



Attachment 1 - Cost Estimate
Geotechnical Investigation
Pflugerville Sorento Wastewater Interceptor
Pflugerville, Texas

1. Field Exploration		Quantity	Unit	Rate	Subtotal
Coordination, One Call, Mobilization, Staking of Borings, Field Logging, Traffic Control					
1.1	Mobilization / Demobilization	1	l.s.	\$300.00	\$300.00
1.3.1	Drilling and Sampling - Soil	205	feet	\$16.00	\$3,280.00
1.4	Standard Penetration Test	6	each	\$23.00	\$138.00
1.6.1	Rock Coring (soft rock)	40	feet	\$26.00	\$1,040.00
1.9	Hourly Charges for Difficult Access, Moving	6	hour	\$175.00	\$1,050.00
1.12	Site Clearing	3	day	\$1,800.00	\$5,400.00
1.18	Backfilling/Patching Boreholes	245	feet	\$8.00	\$1,960.00
3.3	Project Manager	4	hour	\$155.00	\$620.00
3.8	Senior Engineering Technician	50	hour	\$75.00	\$3,750.00
				Subtotal	\$17,538.00
2. Laboratory Investigation		Quantity	Unit	Rate	Subtotal
2.1	Moisture Contents	10	each	\$15.00	\$150.00
2.2	Atterberg Limit Determinations	10	each	\$65.00	\$650.00
2.6	Sieve Analysis	10	each	\$65.00	\$650.00
2.11	Unconfined Compression Tests, Soil	2	each	\$55.00	\$110.00
				Subtotal	\$1,560.00
3. Technical Services		Quantity	Unit	Rate	Subtotal
Logging, Laboratory Assignment, Drafting, Report Preparation and Boring Data Assembly					
3.7	Graduate Professional	6	hour	\$95.00	\$570.00
3.9	Draftsperson	6	hour	\$65.00	\$390.00
3.10	Word Processor	4	hour	\$55.00	\$220.00
				Subtotal	\$1,180.00
4. Engineering Services - Geotechnical Report		Quantity	Unit	Rate	Subtotal
3.1	Project Principal	2	hour	\$180.00	\$360.00
3.3	Project Manager	4	hour	\$155.00	\$620.00
3.4	Project Engineer	12	hour	\$135.00	\$1,620.00
3.7	Graduate Professional	8	hour	\$95.00	\$760.00
				Subtotal	\$3,360.00
				Total Estimated Cost	\$23,638.00



**FEE SCHEDULE FOR GEOTECHNICAL FIELD,
 LABORATORY AND ENGINEERING SERVICES**

1. Field Investigation

1.1.	Mobilization and demobilization, per mobilization:		
1.1.1	Drill truck, water truck and crew	\$	5.00/mile
1.1.2	All-terrain drill rig and crew		Upon Request
1.2.	All-terrain vehicle with drill rig (additional charge).....	\$	600.00/day
1.3.	Drilling and sampling:		
1.3.1	Drilling and sampling with 3-inch, thin-walled tube sampler, continuous to 10.0 ft, 5.0-ft intervals thereafter	\$	16.00/foot
1.3.2	Continuous drilling and sampling with 3-inch, thin-walled tube sampler or split-spoon sampler	\$	32.00/foot
1.4.	Standard penetration tests.....	\$	23.00/each
1.5.	TxDOT cone penetration tests.....	\$	29.00/each
1.6.	Rock coring, NQ or similar core barrel:		
1.6.1	Drilling in soft rock (Austin Chalk, Eagle Ford Shale, etc.)	\$	26.00/foot
1.6.2	Drilling in hard rock or cavitated rock (Edwards, Buda, Glen Rose, Georgetown, and Walnut Formations)	\$	32.00/foot
1.7.	Wash or auger borings drilled and logged from cuttings:		
1.7.1	Soil	\$	14.00/foot
1.7.2	Rock.....	\$	22.00/foot
1.8.	Casing of boreholes	\$	18.00/foot
1.9.	Hourly charges for boring layout, excessive time spent gaining access to boring locations, backfilling boreholes, cleaning up site, installing piezometers, and for other reasons beyond our control	\$	175.00/hour
1.10.	Rental of concrete core drilling equipment or equipment to gain site access, or traffic control devices.....		Cost + 15%
1.11.	Materials for piezometers, grouting, etc.		Cost + 15%
1.12.	Surveying or other outside contractors.....		Cost + 15%
1.13.	Traffic control.....		Upon Request
1.14.	Per diem for out-of-town assignments, per person	\$	135.00/night
1.15.	High-pressure steam cleaner	\$	400.00/day
1.16.	OVA meter		Upon Request
1.17.	Steel drums for drill cuttings (delivered)	\$	65.00/each
1.18.	Plugging boreholes with bentonite/concrete slurry.....	\$	8.00/foot
1.19.	Cone penetrometer testing	\$	3,450.00/day



2. Laboratory Tests

2.1.	Natural water content and soil classification.....	\$	15.00/each
2.2.	Plastic and liquid limits	\$	65.00/each
2.3.	Free swell test	\$	115.00/each
2.4.	Pressure swell test	\$	150.00/each
2.5.	Uniaxial pressure-strain test	\$	75.00/each
2.6.	Sieve analysis (Nos. 4, 40, and 200 sieves)	\$	65.00/each
2.7.	Percent material passing a single sieve	\$	45.00/each
2.8.	Minus No. 200 sieve	\$	45.00/each
2.9.	Hydrometer analysis	\$	200.00/each
2.10.	Unit dry weight determination and natural water content	\$	18.00/each
2.11.	Unconfined compression test, soil.....	\$	55.00/each
2.12.	Unconfined compression test, rock	\$	60.00/each
2.13.	Unconsolidated-undrained triaxial compression test	\$	65.00/each
2.14.	Standard Proctor (ASTM D-698) compaction test	\$	210.00/each
2.15.	Modified Proctor (ASTM D-1557) compaction test.....	\$	210.00/each
2.16.	TxDOT (TEX-113-E) compaction test.....	\$	210.00/each
2.17.	California Bearing Ratio (CBR).....	\$	225.00/point
2.18.	Consolidation test, 7-load increments	\$	750.00/each
	Additional load increments.....	\$	100.00/each
2.19.	Permeability of silt or clay.....	\$	325.00/each
2.20.	Specific gravity	\$	65.00/each
2.21.	Volumetric shrinkage	\$	90.00/each
2.22.	Soluble Sulfates (TEX-145-E).....	\$	80.00/each
2.23.	Chemical and analytical testing by outside laboratory		Cost + 15%

3. Engineering and Technical Personnel

3.1.	Senior Consultant/Project Principal	\$	180.00/hour
3.2.	Senior Project Manager	\$	165.00/hour
3.3.	Project Manager.....	\$	155.00/hour
3.4.	Project Engineer	\$	135.00/hour
3.5.	Laboratory Manager.....	\$	135.00/hour
3.6.	Project Geologist.....	\$	125.00/hour
3.7.	Graduate Professional	\$	95.00/hour
3.8.	Senior Engineering Technician.....	\$	75.00/hour
3.9.	Technician and Draftsperson.....	\$	65.00/hour
3.10.	Word Processor	\$	55.00/hour

4. Report Reproduction and Miscellaneous

4.1.	Outside services, printing, reproduction, etc.		Cost + 15%
4.2.	Outside technical assistance		Cost + 15%
4.3.	Transportation	\$	0.60/mile

Rates for other tests and services quoted on request.



8613 Cross Park Drive
Austin, Texas 78754
Phone: 512-977-1800
Fax: 512-973-9966

Cobb, Fendley & Associates, Inc.
505 E. Huntland Drive, Ste 485
Austin, TX 78752
jhastings@cobbfendley.com

Proposal No. 04.30132056
October 2, 2013

Attention: Ms. Julie Hastings, P.E., MBA

**Proposal for Construction Materials Testing
Pflugerville Sorento Wastewater Interceptor
Pflugerville, Texas**

We are pleased to submit this proposal for providing on-site construction materials testing services for the above referenced project. We have been provided with a conceptual alignment plan and your request for proposal dated September 18, 2013. Project design is not yet complete. Fugro will be providing geotechnical design services on this project (refer to Fugro Project No. 04.30131068).

The project consists of approximately 6,000 LF of 36-inch diameter wastewater interceptor extending from the Sorento development along Jesse Bohls Drive to the new Carmel/Sorento Lift Station. Some of the alignment is within the flood plain of Wilbarger Creek, in Travis County, Texas, and a portion of the alignment is within the City Limits of Pflugerville, Texas. For service connection access on both sides of the creek, the line and grade of the interceptor will be maintained about 10 feet below the bottom of the creek. We anticipate that the interceptor line will be installed using conventional open cut techniques, with a possible trenchless crossing at Jesse Bohls Drive.

In this proposal we present a scope of services, a fee estimate and unit price schedules.

Scope of Services

At this time, we only anticipate that our scope of services will consist of backfill compaction testing. We have not included any testing of incidental concrete improvements, roadway repairs, tunnel grouting, or other infrastructure improvements. If such items require testing, we should be contacted to revise this proposal.

A member of the Fugro group of companies with offices throughout the world.

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For placement and compaction of utility backfill, we will provide a soil technician when requested to perform required field density tests to monitor the contractor's compliance with specifications. Laboratory tests will consist of Atterberg limits, gradation analyses, and moisture density relationships.

Our field technician(s) will immediately report results of field observations directly to the on-site job superintendent and owner's representative. We will assist the superintendent in identification and correction of any observed non-compliances with project specifications. In no case will our technician direct the contractor's operations, waive specifications, or make final acceptance of the contractor's work. Written reports will be transmitted electronically.

The scope of services and estimated fee proposed herein does not include:

- Environmental or geologic oversight, including mitigation of any exposed voids, caves, karst features, groundwater, or cave invertebrate habitat;
- Standby time, trips to site for cancellations without notice, retesting, reinspection, or testing services for the contractor's convenience or internal Quality Control.
- Overtime (see footnotes of Schedule CMT-2013 for definition).

Terms and Conditions

Our general conditions for materials engineering and technical services are presented on Schedule 40.01. Construction materials testing fees are included on Fee Schedule CMT-2013. Both schedules are attached. The project will be billed monthly on the basis of this fee schedule.

Materials testing services are for quality control purposes only. In no way are our personnel responsible for the job site safety of others, nor do they have stop-work authority. However, our personnel will conduct their work in a safe, workman-like manner, and will observe work-site safety requirements.

The following statement is required by Fugro's Insurance Company. Fugro's scope of work does not include the investigation, detection, or design related to the presence of any Biological Pollutants. The term "Biological Pollutants" includes, but is not limited to, mold, fungi, spores, bacteria, and viruses, and the byproducts of any such biological organisms.



Cobb Fendley & Associates, Inc.
Julie Hastings, P.E., MBA

October 2, 2013
Page 3 of 5

Proposed Fees

Testing costs will vary depending on the construction schedule, project sequencing, overlapping of work, weather, and other factors. Our services will be provided on a call-out basis and will be billed in accordance with the attached fee schedule. For budgeting purposes, we estimate that our fees will be approximately as detailed in the attached breakdown.

This cost estimate is based on the acceptance of our terms and conditions without modification, and the use of this proposal as our sole agreement.

* * *

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Cobb Fendley & Associates, Inc.
Julie Hastings, P.E., MBA

October 2, 2013
Page 4 of 5

To indicate acceptance of our proposal, please have the signature block below signed by a duly authorized person in the spaces provided and return the attached copy to us for our files.

We appreciate the opportunity to submit this proposal and look forward to working with you on this project. If you have any questions, please call.

FUGRO CONSULTANTS, INC.

TBPE Firm Registration No. F-299

A handwritten signature in black ink, appearing to read "John S. Landwermeyer".

John S. Landwermeyer, P.E.
Senior Project Manager

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Attachments

CLIENT:

Authorizing Signature

Name & Title

Company

Date

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Document Distribution

Please indicate the addresses that you wish to have test reports distributed to.

Owner: _____ Tele: _____

Attn: _____ E-Mail: _____

Attn: _____ E-Mail: _____

Contractor: _____ Tele: _____

Attn: _____ E-Mail: _____

Attn: _____ E-Mail: _____

Architect: _____ Tele: _____

Attn: _____ E-Mail: _____

Attn: _____ E-Mail: _____

Engineer: _____ Tele: _____

Attn: _____ E-Mail: _____

Attn: _____ E-Mail: _____

Other: _____ Tele: _____

Attn: _____ E-Mail: _____

Attn: _____ E-Mail: _____

Other: _____ Tele: _____

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**Construction Materials Testing
Plugerville Sorento Wastewater Interceptor
Plugerville, Texas**

Description	Test Method	Qty	Unit Price	Extension	Subtotal
Earthwork					
Field Density Tests	TEX 115E, Part I	200 ea	\$14.00	\$2,800.00	
Technician		200 hr	\$43.00	\$8,600.00	
Overtime		0 hr	\$53.00		
Trip Charge		50 ea	\$42.00	\$2,100.00	\$13,500.00
Laboratory Testing for Soil					
Proctor Density	TEX 114E	5 ea	\$210.00	\$1,050.00	
Atterberg Limits	TEX 104, 105, 106E	5 ea	\$65.00	\$325.00	
Sieve Analysis	TEX 110E, 111E	5 ea	\$65.00	\$325.00	\$1,700.00
Project Management					
Project Manager, P.E.		8 hr	\$155.00	\$1,240.00	
Report Production	Billed at 5% of total fees			\$822.00	\$2,062.00
Total Estimated Project Cost					\$17,262.00

#REF!

Exhibit 1

Sorento Wastewater Interceptor
November 12, 2013

Task	Fee		
	Typical Effort	Site Condition Surcharge	Total
Preliminary Engineering	\$ 19,375.00		\$ 19,375.00
Design Phase			\$ -
Contract Documents	\$ 127,722.00		\$ 127,722.00
Topographic Survey	\$ 47,009.00	\$ 21,484.00	\$ 68,493.00
Rights of Entry/Title Commitments	\$ 12,426.00		\$ 12,426.00
Metes and Bounds	\$ 22,500.00	\$ 11,250.00	\$ 33,750.00
Geotechnical Investigation	\$ 25,487.80	\$ 5,940.00	\$ 31,427.80
Environmental Investigation	\$ 26,541.00	\$ 5,208.00	\$ 31,749.00
Total Design Phase	\$ 261,685.80	\$ 43,882.00	\$ 305,567.80
Bid Phase	\$ 7,008.00		\$ 7,008.00
Construction Phase			\$ -
Construction Administration Support	\$ 51,118.00		\$ 51,118.00
Construction Materials Testing	\$ 18,972.00		\$ 18,972.00
Total Construction Phase	\$ 70,090.00		\$ 70,090.00
Expenses	\$ 1,496.20		\$ 1,496.20
Total Fee Estimate	\$ 359,655.00	\$ 43,882.00	\$ 403,537.00
Optional Easement Acquisition			
Easement Acquisition	\$5000/parcel		
Appraisal	\$4500/parcel		
Title Closing Fee	\$750/parcel		