

**PROFESSIONAL SERVICES AGREEMENT  
FOR  
PFENNIG LANE AND PFLUGERVILLE PARKWAY TRANSMISSION MAIN  
UPGRADES AND EXTENSION PROJECT**

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 DCS Engineering, LLC (“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 September 25, 2013 and terminate on November 1, 2014.

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

**III. SCOPE OF SERVICES**

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

All work performed by Consultant hereunder shall be performed to the satisfaction of the City Manager and/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 Director, of all services and activities set forth in this Agreement, City agrees to pay Consultant an amount not to exceed one hundred and ninety-three thousand four hundred and twenty-one dollars and fifty cents (\$193,421.50) as total compensation, to be paid to Consultant as further detailed in Attachment No. 1.

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

4.3 Final acceptance of work products and services require written approval by City. The approval official shall be 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.

#### **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: DCS Engineering, LLC  
Attn: Darren C Strozewski, P.E.  
1101 S. Capital of Texas Hwy, Bldg G-100  
Austin, Texas 78746

## IX. INSURANCE

9.1 Prior to the commencement of any work under this Agreement, Consultant shall furnish copies of all required endorsements and an original completed Certificate(s) of Insurance to the City, which shall be clearly labeled "Pfennig Lane and Pflugerville Parkway Transmission Main Upgrades and Extension Project" 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.

<b>Type of Insurance</b>	<b>Amount of Insurance</b>	<b>Provisions</b>
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  Independent Contractors  Personal Injury	2,000,000 combined single coverage limit	City to be provided a waiver of subrogation  City prefers that insurer be rated B+VI or higher by A.M. Best or A or higher by Standard & Poors
<b>Contractual Liability</b>		
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, 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 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.

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.



## **XI. ASSIGNMENT AND SUBCONTRACTING**

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

11.2 It is City's understanding and this Agreement is made in reliance thereon, that Consultant intends to use the following subcontractors in the performance of this Agreement: Inland Geodetics (Surveying and Potholing) and Fugro Consultants (Geotechnical Engineering). Any deviation from this subcontractor list, whether in the form of deletions, additions or substitutions shall be approved by City of Pflugerville City Council ("City Council"), as evidenced by passage of an ordinance, prior to the provision of any services by said subcontractor.

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

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

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

## **XII. INDEPENDENT CONTRACTOR**

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

employee, principal-agent, partners or joint venturers between City and Consultant. The parties hereto understand and agree that the City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the Consultant under this Agreement and that the Consultant has no authority to bind the City.

### **XIII. CONFLICT OF INTEREST**

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

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

### **XIV. AMENDMENTS**

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

### **XV. SEVERABILITY**

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

### **XVI. LICENSES/CERTIFICATIONS**

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

#### **XVII. COMPLIANCE**

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

#### **XVIII. NONWAIVER OF PERFORMANCE**

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

#### **XIX. LAW APPLICABLE**

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

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

#### **XX. LEGAL AUTHORITY**

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

#### **XXI. PARTIES BOUND**

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

## XXII. CAPTIONS

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

## XXIII. INCORPORATION OF EXHIBITS

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

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

## XXIV. ENTIRE AGREEMENT

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

## XXV. MISCELLANEOUS CITY CODE PROVISIONS

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

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

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

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

subdivision of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.

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

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

**CITY OF  
PFLUGERVILLE**

**CONSULTANT  
DCS ENGINEERING, LLC**

\_\_\_\_\_  
(Signature)

  
\_\_\_\_\_  
(Signature)

Printed Name: Brandon E. Wade

Printed Name: **Darren Strozewski, P.E.**

Title: City Manager

Title: **President**

Date: \_\_\_\_\_

Date: 9/17/13

**ATTACHMENT No. 1**  
**City of Pflugerville**

**Pfennig Lane and Pflugerville Parkway Transmission Main Upgrades and Extension Project**

In accordance with the Professional Services Agreement for the Pfennig Lane and Pflugerville Parkway Transmission Main Upgrades and Extension Project between City and Engineer ("Agreement"), City and Engineer agree as follows:

**1. Specific Project Data**

A. Title: Pfennig Lane and Pflugerville Parkway Transmission Main Upgrades and Extension Project

B. Description:

The Project involves replacing approximately 950 feet of existing 12" asbestos cement (AC) water pipe with new 16" pipe along Pfennig Lane from Railroad Avenue to Rocky Creek Drive, installing approximately 2415' of 16" pipe along Pfennig Lane from Rocky Creek Drive to the existing 18" pipe in Pfennig Lane, installing approximately 4415' of 16" pipe along Pflugerville Parkway from the Pflugerville Community Church to the Pfennig Booster Pump Station, preparation and processing of the TXDOT permit application for work in the TXDOT right-of-way along Railroad Avenue, bidding and construction phase services as described below for these improvements.

The replacement of the 12" AC pipeline in Pfennig Lange is anticipated to be constructed using the pre-chlorinated pipe bursting method of construction, and will be confirmed during the Preliminary Engineering phase of the project. The remaining 16" pipeline work is anticipated to use open cut construction methods, with the exception of roadway crossings that will be constructed by trenchless methods. DCS anticipates coordinating with two individual tract owners, TXDOT, and the Pflugerville Independent School District for this project, and will work closely with City of Pflugerville to coordinate and support the necessary easement acquisitions for this project.

C. The Engineer's opinion of most probable construction cost is summarized as follows. The construction of new 16" waterline and replacement of 12" ACP waterline with 16" waterline equals \$1,220,000. Easement acquisition equals \$144,000. The Total Engineer's opinion of most probable construction cost is \$1,364,000, which includes open cut waterline construction, pipe-bursting waterline replacement, and easement acquisition.

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

**2. Services of Engineer**

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

- 6,830 linear feet of new 16-inch diameter waterline
- 950 linear feet of waterline replacement from 12-inch diameter to 16-inch diameter

**ITEM 1.0 - PROJECT MANAGEMENT**

**1.1 Management Plan**

The ENGINEER shall prepare a Management Plan, which shall include the project Scope of Work, organization responsibilities, communications procedures, schedule, budget, quality control process, and billing.

**1.2 Subconsultant Management**

The ENGINEER shall provide management of Subconsultants including coordination of their project services. The list of sub-consultants is included under Section 6 of this Attachment No. 1 and matches those firms listed in the Statement of Qualifications.

**ATTACHMENT No. 1**  
**City of Pflugerville**

**Pfennig Lane and Pflugerville Parkway Transmission Main Upgrades and Extension Project**

1.3 Project Meetings

The ENGINEER shall conduct project meetings to obtain input and decisions from City staff. ENGINEER shall be responsible for developing meeting agendas and shall prepare the material as needed to achieve the meeting objectives. ENGINEER shall prepare meeting minutes and submit them electronically to the City Engineer. Specific meetings planned for project management purposes are as follows:

1.3.1. Project Kickoff Meeting:

The ENGINEER shall conduct a project kickoff meeting at the City offices to introduce the project team members, review project goals and objectives, discuss project elements and responsibilities, delineate communications procedures, and review the project schedule. ENGINEER shall identify any information needed from City staff to complete the work.

1.3.2. Preliminary Design Workshop

The ENGINEER shall conduct a workshop at the City office after submittal of the 30 percent plans. Items to be discussed during the workshop may include, but not be limited to, waterline alignments, utility conflicts, technical issues, easement acquisition, decisions needed from City staff, etc.

1.3.3. 60 Percent Design Review

The ENGINEER shall conduct a 60 Percent design review at the City office after submittal and City review of the 60percent plans. The purpose of this meeting is to collect and discuss city comments on the 60 percent design plans, identify any decisions needed from City staff, etc.

1.3.4. 90 Percent Design Review

The ENGINEER shall conduct a 90 percent design review at the City office after submittal and City review of the 90 percent plans and specifications. The purpose of this meeting is to collect and discuss city comments on the 90 percent design plans, identify any decisions needed from City staff, etc.

1.4 Quality Assurance/Quality Control

The ENGINEER shall provide Quality Assurance/Quality Control by having a senior representative of the ENGINEER review the final plans and specifications with their comments addressed prior to submitting the final review plans and specifications to the City.

1.5 Project Schedule

The ENGINEER shall prepare a Project Schedule.

1.6 Engineer's Opinion of Probable Cost

The ENGINEER will prepare an "Opinion of Probable Cost" which shall include the estimated construction cost for the waterline at the conclusion of the Preliminary Design and Final Design (90 Percent) phases of work. Additional costs will be included for easements.

**ITEM 2.0 - PRELIMINARY DESIGN SERVICES**

2.1 Surveying

2.1.1 Topographic Survey – Prepare a topographic survey of the pipeline alignments as generally described in Attachment No. 1. As part of the easement and topographic survey, street and highway right of ways and property boundaries will be established as required for easement preparation. All surface features will be located along with underground utilities as marked in the field by the Texas One-Call System. This topographic survey scope of work is based on the below items:

2.1.1.1 Pflugerville Parkway Waterline Extension: Approximately 4500 linear feet comprised of approximately 50 ft wide area following the waterline alignment along Pflugerville Parkway and south to the Pfennig Lane Booster Pump Station.

2.1.1.2 Pfennig Lane Waterline Extension: This scope of work is based on using the topographic survey along Pfennig lane prepared by Walker Partners for K Friese and Associates for the Pfennig Lane Improvements Preliminary Engineering Report on

**ATTACHMENT No. 1**  
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**Pfennig Lane and Pflugerville Parkway Transmission Main Upgrades and Extension Project**

this Project. This survey information is identified to be provided by the Owner as discussed in Section 6 of this Attachment No. 1. Approximately 3100 linear feet along Pfennig Lane east from Rocky Creek Drive will have only conformation of the previously established right of ways and existing easements conducted. The Texas One-Call System will be used to mark utilities along this alignment, and they will be observed during field work by DCS.

- 2.1.2. Prepare Easements – Prepare a metes and bounds description along with an accompanying drawing of each permanent easement to be used as an attachment to each easement document (as prepared by the City’s legal counsel). This proposal is limited to the acquisition of 3 easements for the waterline. If additional easements are deemed necessary during the project, then a contract amendment will be necessary. Easement limits will not be staked in the field as part of this work.
- 2.1.3. Borehole locations from the geotechnical investigation will be surveyed at the time the topographic survey is conducted.
- 2.1.4. Temporary benchmarks shall be established for the project as needed using existing structures (i.e. bridges, inlets, headwalls, etc). The survey shall include the establishment of horizontal and vertical control points. Horizontal control shall be on the Texas State Plane Coordinate System, NAD 83, Central Zone Grid Coordinates by utilizing GPS static observations and OPUS solutions to achieve second-order accuracy. The vertical control shall be based on NAVD 88 vertical datum by utilizing GPS static observations.
- 2.1.5 Utility Potholing – Perform 9 potholes of existing utilities in unpaved areas to confirm horizontal and vertical locations. Pothole locations will be based on record drawing locations of existing wet utility lines. No dry utilities (phone, cable, gas, electric) will be potholed. The pothole locations will be surveyed by the project surveyor.
- 2.2 Geotechnical Investigation
  - 2.2.1 The ENGINEER will manage and coordinate the efforts of the Geotechnical Engineer (Fugro Consultants, LP) for the geotechnical analysis for the Project. Boreholes shall be drilled at ten (10) strategic locations to depths of 10 ft to 15 ft below natural ground along the route in order to establish the basis of design for the pipeline, trench design, embedment, backfill, and appurtenances. Six of these borings will be drilled to a 10 ft depth for the waterline. The remaining four borings will be drilled for the waterline to a depth of 15 ft at potential trenchless installation locations. Geotechnical Engineer shall provide soil data required to calculate a recommendation on pipe stiffness and embedment to be used for the various depths of bury. The pipelines are anticipated to be constructed in Austin Limestone or Clay.
- 2.3 Easement Requirements
  - 2.3.1 Easement Identification

The ENGINEER will identify the land parcels, tracts, and lots from which easements will be required. A map will be prepared identifying each affected tract of land and will include the current ownership, acreage, and recordation information based upon deed records obtained from the Travis County Appraisal District.
  - 2.3.2 Easement Width Recommendations

Based upon the preliminary plan and profile of the waterline, the ENGINEER will recommend a minimum easement width(s) required along the alignments of the Project. These easements and their corresponding widths will be clearly depicted on the preliminary plan view/layout drawings.
  - 2.3.3 Preparation of the Easement Document

The City will meet with land owners, negotiate easement terms based on DCS’s recommendations. DCS will coordinate, manage, and direct the preparation of the easement document for review, comment, approval from Pflugerville’s City Attorney. The City will submit easement documents for official filing. The ENGINEER will provide the easement



## ATTACHMENT No. 1

### City of Pflugerville

#### Pfennig Lane and Pflugerville Parkway Transmission Main Upgrades and Extension Project

- exhibit as described under 2.1 for attachment to this document. ENGINEER will attend meetings with land owners and assist the City on easement negotiations.
- 2.3.4 Preliminary Estimate of Land Values  
The City will work with their Land Appraiser to prepare a preliminary estimate of the land values and associated easement values for the Project. The ENGINEER will obtain these easement values from the City for inclusion in the project's overall cost.
- 2.3.5 Attorney Services  
During the course of the Work, the need for additional services related to the right of entry described above may be identified which require the services of a real property attorney. These potential services will be provided and paid for by the City.
- 2.3.6 Additional Services  
This proposal does not include services related to the condemnation of any of the easements. If condemnation proceedings do occur, then we will negotiate said services at the appropriate time.
- 2.4 Coordination with Regulatory Agencies, Private Utilities, and Potential Utility Customers
- 2.4.1 Regulatory Agencies  
The ENGINEER shall identify the regulatory agencies for which permitting of construction activities will be required and shall coordinate with these agencies to brief them on the particulars associated with this Project and gather permitting information which will be useful in ordinance compliance and final design. The ENGINEER will prepare and process permits required by outside agencies. The City shall be responsible for permit fees and signatures as necessary for processing.
- 2.4.2 Texas Department of Transportation  
The ENGINEER shall coordinate crossings of TxDOT highways or right-of-ways with the TxDOT Area Engineer's Office in order to brief them on the Project and to determine if they have any concerns or objections regarding the proposed construction. TxDOT's concerns will be incorporated into the preliminary and final design of the forcemain, interceptor, potable waterline, and reclaimed water lines.
- 2.4.3 Private Utility Companies (Gas, Electric, Telephone, Manville Water Service Corporation, and Cable)  
The ENGINEER shall review the existing facility information of each private utility to identify potential conflicts and determine the waterline alignment. Effort will be expended to resolve any potential conflicts as well as to arrange any coordination requirements for construction.
- 2.5 The ENGINEER shall prepare a plan and profile of the proposed waterlines based upon the horizontal alignment, topographic survey, existing easements, proposed easements, and property boundaries for review with the City. The routes will be based upon those generally described in Attachment No. 1.
- 2.6 Pipe Materials: The ENGINEER will evaluate various waterline pipe materials to indicate clearly the drawbacks and benefits involved with each alternative to the City, and clearly set forth the Engineer's recommendation. All materials shall be in accordance with the City's construction standards and specifications.
- 2.7 Pipe Pressure Rating: Based upon the preliminary plan and profile of the pipelines and available pressure plane and water modeling information, the ENGINEER will evaluate and recommend the pressure ratings required for the waterline. All materials shall be in accordance with the City's construction standards and specifications.
- 2.8 Pipe Design Considerations: The ENGINEER will evaluate and set forth recommendations for the preferred joints and joint restraints to be used in the Project.
- 2.9 The ENGINEER will evaluate and set forth recommendations for the preferred coatings, linings, wrappings, cathodic protection, etc. for the proposed waterline.
- 2.10 The ENGINEER will evaluate and set forth recommendations for installation considerations such as:

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**City of Pflugerville**

**Pfennig Lane and Pflugerville Parkway Transmission Main Upgrades and Extension Project**

- 2.10.1 Depth of cover;
- 2.10.2 Bedding and backfill;
- 2.10.3 Boring, tunneling, and/or horizontal directional drilling.
- 2.11 Preliminary plans and a preliminary Engineer's Opinion of Probable Construction Cost will be provided to the City to conclude the efforts defined under Item 2 of this Attachment A. Upon review by the City, ENGINEER will include City staff comments and move forward into the final design phase.

**ITEM 3.0 – FINAL DESIGN SERVICES**

- 3.1 ENGINEER shall evaluate testing methods and acceptance criteria and clearly set forth recommendations to be incorporated into the "Technical Specifications."
- 3.2 Prepare plans and specifications (contract documents) for construction authorized by the City. Half size drawings (i.e. 11" x 17" drawings) and project manual (i.e. specification book) will be produced for this project. Plans and specifications shall be per the City's 2011 Uniform Development Code and 2005 Engineering Design Guidelines & Construction Standards and all updates of these standards up to the time of the beginning of the bidding phase.
- 3.3 Prepare traffic control plans in those areas deemed necessary. Traffic control layouts and details will be included in the plan set(s).
- 3.4 Submit required information and/or plans and specifications to obtain approval or permits from TXDOT for the proposed waterlines.
- 3.5 Deliverables:
  - 3.5.1 60 Percent Design Submittal: The 60 Percent design submittal will include plans only.
  - 3.5.2 90 Percent Design Submittal: The 90 Percent design submittal will include plans and specifications:
  - 3.5.3 Final Submittal: The final submittal will include final plans, specifications, and Engineer's Opinion of Probable Construction Cost.

**ITEM 4.0 - BIDDING SERVICES**

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

**ITEM 5.0 - CONSTRUCTION PHASE SERVICES**

- 5.1 Coordinate and oversee the participation in a Pre-construction conference for the Project to be held at the beginning of construction at the City Engineer's office.
- 5.2 Review samples, catalog data, schedules, shop drawings, laboratory, shop and mill tests of material and equipment and other data which the contractor submits. This review is for the benefit of the City and covers only general conformance with the information given by the Contract Documents. The contractor is to review and stamp his approval on submittals prior to submitting to Engineer, and

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**City of Pflugerville**

**Pfennig Lane and Pflugerville Parkway Transmission Main Upgrades and Extension Project**

review by the Engineer does not relieve the contractor of any responsibility such as dimensions to be confirmed and correlated at the job site, appropriate safety measures to protect workers and the public, or the necessity to construct a complete and workable facility in accordance with Contract Documents.

- 5.3 Administer five monthly construction status meetings and conduct site visit on the same day. Review and recommend for approval Contractor pay request applications.
- 5.4 Conduct, in company with the City, a final inspection of the Project for compliance with the Contract Documents, and submit recommendations concerning project status, as it may affect City's final payment to the contractors.
- 5.5 Prepare record drawings and provide two copies to City. Furnish one electronic copy on CD and one 11 x 17 copy of the record drawings to the City.
- 5.6 Resident Project Representative services are specifically excluded from this scope of work. Therefore, daily or weekly inspection of the work will not be conducted by DCS. In accordance with City requirements, the City of Pflugerville's Resident Project Representatives will be performing these duties on this project.
- 5.7 DCS shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor or the safety precautions and programs incident to the work of the Contractor. DCS shall not guarantee the performance of the Contractor nor be responsible for the acts, errors, omissions or the failure of the Contractor to perform the construction work in accordance with the Contract Documents.
- 5.8 Construction staking is specifically excluded from this scope of work and shall be provided and paid for by the construction Contractor.
- 5.9 Construction Materials Testing - Construction materials testing will be performed by Fugro per the utility testing requirements included in the City's standard construction notes. A detailed description of this work is included in Attachment No. 2.

**3. Owner's Responsibilities**

- A. Owner shall provide the topographic survey along Pfennig lane prepared by Walker Partners for K Friese and Associates for the Pfennig Lane Improvements Preliminary Engineering Report. The files shall include raw survey data of any topographic information, surface features, established right-of-ways and property lines, identified utility easements, proposed right of way, proposed roadway, proposed utilities, etc. This data shall be provided in electronic format (i.e. AutoCAD).
- B. Owner shall be responsible for permit fees and signatures as necessary for processing.
- C. Per the Easement Requirements discussion in Item 2.3 above, the City will meet with land owners, negotiate easement terms based on DCS's recommendations. DCS will coordinate, manage, and direct the preparation of the easement document for review, comment, approval from Pflugerville's City Attorney. The City will submit easement documents for official filing. The City will work with their Land Appraiser to prepare a preliminary estimate of the land values and associated easement values for the Project. Services of a real property attorney, if required will be provided and paid for by the City.

**4. Times for Rendering Services**

- A. Consultant shall have those responsibilities set forth in Article II of the Professional Services Agreement.
- B. The above referenced services will be performed over fifteen months with a notice to proceed assumed to be issued by September 30, 2013 and conclude by November 1, 2014.
- C. Authorization to Proceed: Signing of this Agreement for services shall be authorization by the Owner for DCS to proceed with the work.

**ATTACHMENT No. 1**

**City of Pflugerville**

**Pfennig Lane and Pflugerville Parkway Transmission Main Upgrades and Extension Project**

**5. Payments to Engineer**

A. City shall pay Engineer for services rendered as follows:

DCS Engineering, LLC will invoice monthly for services rendered the preceding month based on the percentage of services completed. City shall pay DCS Engineering, LLC within 30 days for the services rendered and invoiced.

B. Lump Sum Fee

We propose to provide the services described above on a lump sum fee basis of \$193,421.50. Our proposed fees for the above scope of work are shown by task in the below table. The above referenced services will be performed within the duration discussed above.

**Fee Schedule**

<b>Task</b>	<b>Description</b>	<b>Lump Sum</b>
400	Preliminary Design	\$21,150
500	Final Design	\$63,450
600	Bidding	\$8,500
700	Construction Administration	\$30,000
800	Topographic Survey – Inland Geodetics	\$16,150
810	(3) Prop Easements – Inland Geodetics	\$8,803
820	Utility Potholing – Inland Geodetics	\$8,750
830	Geotechnical Engineering - Fugro	\$14,936
840	Construction Materials Testing - Fugro	\$21,682.50
	<b>Total Lump Sum Fee =</b>	<b>\$193,421.50</b>

C. The terms of payment are set forth in Article IV of the Professional Services Agreement and Attachment No. 1.

**6. SubConsultants:**

- A. Surveying – Inland Geodetics, LLC
- B. Geotechnical Engineer – Fugro Consultants, Inc.

**7. Other Modifications to Agreement:**

None

## Attachment No. 2

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# FUGRO CONSULTANTS, INC.



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

DCS Engineering, LLC  
1101 S. Capital of Texas Highway  
Building G-100  
Austin, TX 78746

Proposal No. 04.30132053  
September 16, 2013

Attention: Mr. Colin Dudley, P.E.

**Proposal for Construction Materials Testing Services  
Pfennig Lane & Pflugerville Parkway Transmission Main Upgrades & Extension Project  
Pflugerville, Texas**

## Introduction

We are pleased to submit this proposal for providing on-site construction materials testing services for the above referenced project. A project conceptual plan was available for our review.

In general, the project will replace approximately 950 feet of existing 12-inch asbestos cement (AC) water pipe with new 16-inch pipe along Pfennig Lane from Railroad Avenue to Rocky Creek Drive, install approximately 2415 feet of 16-inch pipe along Pfennig Lane from Rocky Creek Drive to the existing 18-inch pipe in Pfennig Lane, and install approximately 4415 feet of 16-inch pipe along Pflugerville Parkway from the Pflugerville Community Church to the Pfennig Booster Pump Station.

The project is located near the intersection of Pfennig Lane and North Railroad Avenue in Pflugerville, Texas. In this proposal we present a scope of services, a fee estimate and unit price schedules.

## Scope of Services

We anticipate that our scope of services will consist of:

- Earthwork Testing.

For placement and compaction of backfill and pavement base material, 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



DCS Engineering, LLC  
Mr. Colin Dudley, P.E.

September 16, 2013  
Page 2 of 5

analyses, and moisture density relationships. City of Pflugerville standard drawings require one density test per 250 LF of utility backfill per 6-inch lift.

Our Project Manager will attend the preconstruction meeting, be available for review of geotechnical and construction materials related submittals, provide consultation regarding any observed non-conformances, and provide technical oversight of our services.

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;
- Inspection of any items at off-site suppliers and fabrication plants; it is assumed that suppliers and fabrication plants employed by the contractor have their own QA/QC program to satisfy the project requirements.
- 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.

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DCS Engineering, LLC  
Mr. Colin Dudley, P.E.

September 16, 2013  
Page 3 of 5

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.

**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.

\* \* \*





DCS Engineering, LLC  
Mr. Colin Dudley, P.E.

September 16, 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

\\Austingeotech\workfile\CMT\PROPS\2013\04.30132053 Pflugerville Waterline\04.30132053.doc  
Attachments

**CLIENT:**

\_\_\_\_\_  
Authorizing Signature

\_\_\_\_\_  
Name & Title

\_\_\_\_\_  
Company

\_\_\_\_\_  
Date



DCS Engineering, LLC  
Mr. Colin Dudley, P.E.

September 16, 2013  
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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: \_\_\_\_\_

Attn: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Attn: \_\_\_\_\_ E-Mail: \_\_\_\_\_

P04.30132053



## GENERAL CONDITIONS FOR TECHNICAL SERVICES

1. Parties to This Agreement  
CLIENT as used herein is the entity who authorizes performance of services by Fugro Consultants, Inc. (FUGRO) under the conditions stated herein. FUGRO as used herein includes, Fugro Consultants, Inc., its employees and officers, and its subcontractors and sub-consultants (including affiliated corporations).
2. On-site Responsibilities and Risks
  - 2.1 Right-of-Entry. Unless otherwise agreed, CLIENT will furnish unfettered rights-of-entry and obtain permits as required for FUGRO to perform the fieldwork.
  - 2.2 Damage to Property. FUGRO will take reasonable precautions to reduce damage to land and other property caused by FUGRO's operations. However, CLIENT understands that damage may occur and FUGRO's fee does not include the cost of repairing such damage. If CLIENT desires FUGRO to repair and/or pay for damages, FUGRO will undertake the repairs and add the pre-agreed cost to FUGRO's fee.
  - 2.3 Toxic and Hazardous Materials. CLIENT will provide FUGRO with all information within CLIENT's possession or knowledge as to the potential occurrence of toxic or hazardous materials, or Biological Pollutants (as defined in 9. below) at the site being investigated. If unanticipated toxic or hazardous materials, or biological pollutants are encountered, FUGRO reserves the right to demobilize FUGRO's field operations at CLIENT's expense. Remobilization will proceed following consultation with FUGRO's safety coordinator and CLIENT's acceptance of proposed safety measures and fee adjustments.
  - 2.4 Utilities and Pipelines. While performing FUGRO's fieldwork, FUGRO will take reasonable precautions to avoid damage to subterranean and subaqueous structures, pipelines, and utilities. CLIENT agrees to defend, indemnify, and hold FUGRO harmless for any damages to such structures, pipelines, and utilities that are not called to FUGRO's attention and/or correctly shown on plans furnished to FUGRO.
  - 2.5 Site Safety. FUGRO is not responsible for the job site safety of others, nor does FUGRO have stop-work authority over work by others. However, FUGRO will conduct its work in a safe, workman-like manner, and will observe the work-site safety requirements of CLIENT that have been communicated to FUGRO in writing.
3. Standard of Care
  - 3.1 FUGRO will perform its services consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same location.
  - 3.2 CLIENT acknowledges that conditions may vary from those encountered at the location where borings, surveys, or explorations are made and that FUGRO's data, interpretations, and recommendations are based solely on the information available to FUGRO, and FUGRO is not responsible for the interpretation by others of the information developed.
4. Limitation of Remedies  
To the greatest extent permitted by law, CLIENT's sole remedy against FUGRO for claims and liabilities in any way arising out of or directly or indirectly related to FUGRO's work for CLIENT will not exceed an aggregate limit of \$50,000 or the amount of FUGRO's fee, whichever is greater, regardless of the legal theory under which remedy is sought, whether based on negligence [whether sole or concurrent, active or passive], breach of warranty, breach of contract, strict liability or otherwise. In the event CLIENT does not wish to limit FUGRO's remedy to this sum, and if CLIENT requests in writing prior to acceptance of this Agreement, FUGRO agrees to negotiate a greater remedy amount in exchange for an increase in scope and fee appropriate to the project and remedy risks involved. .
5. Invoices and Payment  
At FUGRO's discretion, invoices will be submitted at the completion of task elements, or monthly for services rendered. Payment is due upon presentation of FUGRO's invoice and is past due thirty- (30) days from invoice date. CLIENT agrees to pay a financing charge of one percent (1%) per month (or the maximum rate allowable by law, whichever is less), on past due accounts, and agrees to pay attorney's fees or other costs incurred in collecting any delinquent amount.
6. Data, Records, Work Product and Report(s), and Samples  
Data, Records, Work Product and Report(s) are FUGRO's property. All pertinent records relating to FUGRO's services shall be retained for a minimum of two (2) years after completion of the work. CLIENT shall have access to the records at all reasonable times during said period. FUGRO will retain samples of soil and rock for a minimum of 30 days after submission of FUGRO's report unless CLIENT advises FUGRO otherwise. Upon CLIENT's written request, for an agreed charge FUGRO will store or deliver the samples in accordance with CLIENT's instructions.
7. Indemnification  
FUGRO and CLIENT shall indemnify each other from any claims, damages, losses, and costs, including, but not limited to, reasonable attorney's fees and litigation costs, to the proportionate extent caused by each party's own negligence, including the negligence of the indemnifying party, and its employees, affiliated corporations, officers, and sub-tier parties in connection with the project.
8. Consequential Damages  
Notwithstanding any other provision of this Agreement, CLIENT and FUGRO waive and release any claim against the other for loss of revenue, profit or use of capital, loss of services, business interruption and/or delay, loss of product, production delays, losses resulting from failure to meet other contractual commitments or deadlines, downtime of facilities, or for any special, indirect, delay or consequential damages resulting from or arising out of this Agreement, or as a result of or in connection with the work, and whether based on negligence (whether sole or concurrent, active or passive), breach of warranty, breach of contract, strict liability or otherwise.
9. Biological Pollutants  
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. CLIENT agrees that FUGRO will have no liability for any claim regarding bodily injury or property damage alleged, arising from, or caused directly or indirectly by the presence of or exposure to any Biological Pollutants. In addition, CLIENT will defend, indemnify, and hold harmless FUGRO from any third party claim for damages alleged to arise from or be caused by the presence of or exposure to any Biological Pollutants. If CLIENT requests in writing prior to acceptance of this Agreement, FUGRO will negotiate a greater limitation amount, and remove CLIENT's responsibilities, in exchange for an increase in fee to develop an expanded scope of work to provide biological pollutant protection.
10. Acceptance of Agreement  
These GENERAL CONDITIONS have been established in large measure to allocate certain risks between CLIENT and FUGRO. FUGRO will not initiate service without formal agreement on the terms and conditions set forth in these GENERAL CONDITIONS. Acceptance or authorization to initiate services shall be considered by both parties to constitute formal acceptance of all terms and conditions of these GENERAL CONDITIONS. Furthermore, all preprinted terms and conditions on CLIENT's purchase order or purchase order acknowledgment forms are inapplicable to these GENERAL CONDITIONS and FUGRO's involvement in CLIENT's project.
11. Termination of Contract  
CLIENT and FUGRO may terminate services at any time upon ten (10) days written notice. In the event of termination, CLIENT agrees to fully compensate FUGRO for services performed including reimbursable expenses to the termination date, as well as demobilization expenses. FUGRO will terminate services without waiving any claims or incurring any liability.



**FEES FOR CONSTRUCTION MATERIALS TESTING SERVICES**

<b>1. Field Technicians</b>	<b>Regular Time<sup>(1)</sup></b>	<b>Overtime<sup>(2)</sup></b>
1.1. Technician (NICET Level I or equivalent)	\$ 43.00/hour	\$ 53.00/hour
1.2. Senior Technician (NICET Level II, TxDOT Level 1A/1B, Associate Welding Inspector, or equivalent)	\$ 48.00/hour	\$ 58.00/hour
1.3. Senior Supervising Technician (NICET Level III, TxDOT Level II, or equivalent)	\$ 85.00/hour	\$ 95.00/hour
1.4. Certified Welding Inspector	\$ 72.00/hour	\$ 82.00/hour
<b>2. Field Testing and Equipment</b>		<b>Unit Rate</b>
2.1. Transportation (Minimum \$0.60/mile).....		\$ 42.00/trip
2.2. Nuclear Density Tests (In addition to technician time) .....		\$ 14.00/test
2.3. Torque Wrench.....		\$ 20.00/day
2.4. Dye Penetrant & Magnetic Particle Supplies.....		Cost + 15%
2.5. Ultrasonic Testing Equipment .....		\$ 20.00/hour
2.6. Asphalt Coring Equipment.....		\$ 20.00/hour
2.7. Concrete Coring Equipment .....		\$ 20.00/hour
2.8. Concrete Core Bit Charges .....		+ bit charge
2.8.1 3 inch-diameter Core .....		\$ 2.00/inch
2.8.2 4 inch-diameter Core .....		\$ 3.00/inch
2.8.3 6 inch-diameter Core .....		\$ 5.00/inch
(Other sizes quoted upon request)		
2.9. Floor Flatness/Floor Levelness Equipment (ASTM E1155) .....		\$ 125.00/day
2.10. Air Content of Fresh Concrete (ASTM C173, C231).....		\$ 15.00/each
2.11. Unit Weight of Fresh Concrete (ASTM C138).....		\$ 30.00/each
2.12. Soil-Lime Field Gradation (TEX-101-E, Part III).....		\$ 30.00/each
2.13. Center-Pull Ram, Gauge and Hand Pump (pull test).....		\$ 30.00/test
<b>3. Laboratory Testing - Soil</b>		
3.1. Natural Moisture Content (TEX-103-E).....		\$ 15.00/each
3.2. Atterberg Limits (TEX-104, 105, 106, 107-E).....		\$ 65.00/each
3.3. Sieve Analysis (TEX-110-E).....		\$ 45.00/each
3.4. Percent Passing No. 200 Sieve (TEX-111-E) .....		\$ 45.00/each
3.5. Combined Sieve Analysis (TEX-110, 110-E) .....		\$ 65.00/each
3.6. Moisture Density Relationship (ASTM D 698), (ASTM D 1557), (TEX-113-E), (TEX-114-E).....		\$ 210.00/each
3.7. Texas Triaxial Compression Test on Base Material (TEX-117-E Part II).....		\$1,050.00/set of 7
3.8. Wet Ball Mill (TEX-116-E) .....		\$ 150.00/each
3.9. Permeability of Silt or Clay (ASTM D 5084).....		\$ 325.00/each
3.10. Sample Remolding .....		\$ 50.00/each
3.11. Sample Preparation (Soils with P.I. >25, or TEX-101-E) .....		\$ 50.00/sample
3.12. Soil pH (TEX-128-E) .....		\$ 55.00/each
3.13. Soil-Lime pH Series (6 points, TEX-121-E, Part III).....		\$ 195.00/set
3.14. Soluble Sulfates (TEX-145-E).....		\$ 80.00/each
3.15. Hydrometer (ASTM D422) .....		\$ 200.00/each
<b>4. Laboratory Tests - Concrete and Cement</b>		
4.1. Sodium Soundness of Aggregate (ASTM C88) .....		\$ 250.00/each
4.2. Aggregate Sieve Analysis (ASTM C136).....		\$ 65.00/each



4.3.	Specific Gravity of Aggregate (ASTM C127, 128).....	\$ 65.00/each
4.4.	Absorption of Aggregate (ASTM C127, 128) .....	\$ 65.00/each
4.5.	Unit Weight of Aggregate (ASTM C29) .....	\$ 65.00/each
4.6.	Concrete Cylinder Compressive Strength (ASTM C39).....	\$ 17.00/each
4.7.	Beam Flexural Strength (ASTM C 78) .....	\$ 45.00/each
4.8.	Mortar Cube Compressive Strength (ASTM C780).....	\$ 17.00/each
4.9.	Grout Specimen Compressive Strength (ASTM C1019).....	\$ 40.00/each
4.10.	Concrete Masonry Unit Strength (ASTM C140).....	\$ 75.00/each
4.11	Concrete Masonry Unit Prism Strength (ASTM C1314).....	\$ 175.00/each
4.12.	Drilled Core Compressive Strength (ASTM C42).....	\$ 60.00/each

**5. Laboratory Testing - Asphalt and Roofing**

5.1.	Mix Design (Hveem or Marshall Method) .....	Quoted on Request
5.2.	Molding Test Specimens, 3 per set (TEX-206-F), Bulk Density (TEX-207-F), and Stability (TEX-208-F) .....	\$ 110.00/set
5.3.	Determine Maximum Theoretical Density (TEX-227-F) .....	\$ 60.00/each
5.4	Asphalt Content & Gradation (TEX-236-F, 200-F), oven .....	\$ 200.00/each
5.5.	Asphalt Oven Correction Factors (TEX-236-F, 200-F), oven .....	\$1000.00/each
5.5.	Asphalt Content and Gradation (ASTM D2172), extraction .....	\$ 350.00/each
5.6.	Bulk Specific Gravity of Asphalt Core (TEX-207-F) .....	\$ 40.00/each
5.7.	Roof Ballast Sieve Analysis .....	\$ 50.00/each
5.8.	Oven Dried Moisture Content of Roofing Materials.....	\$ 25.00/each

**6. Laboratory Testing - Structural Steel**

6.1.	Weld Procedure and Welder Qualification Testing Rates .....	Quoted on Request
6.2.	Laboratory Density of Field Cut Fireproofing.....	\$ 40.00/each

**7. Report Preparation**

Test report preparation, review, and initial electronic distribution will be invoiced at a flat rate of 5% of total fees invoiced. Special requests for archived report retrieval, re-distribution, faxing, hard-copy mailing, and preparation of engineered reports and submittals will be invoiced at the following rates:

7.1.	Word Processing .....	\$ 50.00/hour
7.2.	Drafting.....	\$ 75.00/hour
7.3.	Reproduction .....	\$ 0.15/copy
7.4.	Postage .....	Cost

**8. Engineering Consultation**

8.1.	Senior Consultant or Project Principal.....	\$ 180.00/hour
8.2.	Project Manager .....	\$ 155.00/hour
8.3.	Project Engineer, Laboratory Manager .....	\$ 135.00/hour
8.4.	Geologist .....	\$ 125.00/hour
8.5.	Graduate Professional.....	\$ 95.00/hour

**9. Outside Services..... Cost + 15%**

Notes: (1) Minimum call-out charge for CMT technician and equipment or sample pick-up is 2 hours. Minimum call-out charge for CWI technician is 4 hours. Charges are accrued portal to portal.

(2) Overtime rates are applicable to time worked in excess of 8 hours per day, Monday through Friday; hours worked before 7:00 am and after 6:00 pm; and all hours worked on Saturdays, Sundays, and holidays.



**CONSTRUCTION MATERIALS TESTING FEE ESTIMATE  
 PFENNIG LANE & PFLUGERVILLE PARKWAY TRANSMISSION MAIN UPGRADES AND EXTENSION PROJECT  
 PFLUGERVILLE, TEXAS**

Description	Test Method	Qty	Unit Price	Extension	Subtotal
<b>Earthwork</b>					
Field Density Tests	TEX 115E, Part I	430 ea	\$14.00	\$6,020.00	
Technician		210 hr	\$43.00	\$9,030.00	
Overtime		0 hr	\$53.00		
Trip Charge		70 ea	\$42.00	\$2,940.00	\$17,990.00
<b>Laboratory Testing for Soil</b>					
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
<b>Laboratory Testing for Pavement Base</b>					
Proctor Density	TEX 113E	1 ea	\$210.00	\$210.00	
Atterberg Limits	TEX 104, 105, 106E	1 ea	\$65.00	\$65.00	
Sieve Analysis	TEX 110E, 111E	1 ea	\$65.00	\$65.00	
Triaxial	TEX 117E	0 ea	\$150.00	\$0.00	
Wet Ball	TEX 116E	0 ea	\$150.00	\$0.00	\$340.00
<b>Hot-Mix Asphaltic Concrete</b>					
Technician		0 hr	\$48.00	\$0.00	
Overtime		0 hr	\$58.00		
Asphalt Coring Equipment		0 hr	\$20.00	\$0.00	
Trip Charge		0 ea	\$42.00	\$0.00	\$0.00
<b>Laboratory Testing for Asphalt</b>					
Bulk Density/VMA	TEX 207F	0 set	\$110.00	\$0.00	
AC Content/Gradation	TEX 236F, 200F	0 ea	\$200.00	\$0.00	
Max Theoretical Density	TEX 227F	0 ea	\$60.00	\$0.00	
Specific Gravity of Asphalt core	TEX 207F	0 ea	\$42.00	\$0.00	\$0.00
<b>Project Management</b>					
Project Manager, P.E.		4 hr	\$155.00	\$620.00	
Report Production	Billed at 5% of total fees			\$1,032.50	\$1,652.50
<b>Total Estimated Project Cost</b>					<b>\$21,682.50</b>



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/03/13

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

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


<b>PRODUCER</b> <b>ACEC/MARSH</b> 701 Market St., Ste. 1100 St. Louis, MO 63101 Kevin P. Woolley	<b>800-338-1391</b> <b>888-621-3173</b>	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> <b>E-MAIL ADDRESS:</b>	<b>FAX (A/C, No):</b>
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A : Beazley Insurance Company</b>		<b>NAIC #</b> <b>37540</b>
<b>INSURED</b> <b>DCS Engineering LLC</b> <b>Bldg G-100</b> <b>1101 S. Capital of Texas Hwy</b> <b>Austin, TX 78746</b>	<b>INSURER B :</b>		
	<b>INSURER C :</b>		
	<b>INSURER D :</b>		
	<b>INSURER E :</b>		
	<b>INSURER F :</b>		

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS  <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N	N/A				WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
<b>A</b>	<b>Professional Liability</b>			<b>V127B1130201</b>	<b>04/15/13</b>	<b>04/15/14</b>	<b>Claim 1,000,000</b> <b>Aggregate 2,000,000</b>

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

<b>CERTIFICATE HOLDER</b>  <b>CITY OF</b>  <b>City of Pflugerville</b> <b>City Manager</b> <b>P.O. Box 589</b> <b>100 East Main St., Ste. 300</b> <b>Pflugerville, TX 78691-0589</b>	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  <b>AUTHORIZED REPRESENTATIVE</b> 
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**CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)  
09/03/13

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

<b>PRODUCER</b> <b>ACEC/MARSH</b> 701 Market St., Ste. 1100 St. Louis, MO 63101 Kevin P. Woolley	<b>800-338-1391</b> <b>888-621-3173</b>	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> <b>E-MAIL ADDRESS:</b>	<b>FAX (A/C, No):</b>
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> <b>DCS Engineering LLC</b> <b>Attn: Darren Strozewski, P.E.</b> <b>Bldg G-100</b> <b>1101 S. Capital of Texas Hwy</b> <b>Austin, TX 78746</b>	<b>INSURER A : Hartford Insurance Company</b>		<b>22357</b>
	<b>INSURER B :</b>		
	<b>INSURER C :</b>		
	<b>INSURER D :</b>		
	<b>INSURER E :</b>		
	<b>INSURER F :</b>		

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

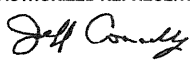
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL/SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		84SBWPA9036	04/15/13	04/15/14	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 10,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC					
A	AUTOMOBILE LIABILITY		84SBWPA9036	04/15/13	04/15/14	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
						\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR	84SBWPA9036	04/15/13	04/15/14	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$ 1,000,000
	<input type="checkbox"/> DED	<input type="checkbox"/> RETENTION \$				\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		84WEGVY4085	04/15/13	04/15/14	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

City of Plugerville, its officers, officials, employees, volunteers and elected representatives are included as additional insured for above coverages except WC. Coverage is primary and non-contributory to any other insurance carried except Umbrella. Waiver of Subrogation is included in favor of additional insureds as respects the WC.

**CERTIFICATE HOLDER****CANCELLATION**

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