

**PROFESSIONAL SERVICES AGREEMENT
FOR
HIGHLAND PARK/ HIGHLAND PARK NORTH 2014 BOND 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 studio16:19,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 June 23, 2015 and terminate on June 23, 2016.

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

3.1 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. Scopes of Services are detailed in **Exhibit B** which are incorporated by reference as if written and copied herein.

3.2 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 One Hundred Fifteen Thousand Four Hundred Forty-seven Dollars & Zero Cents (\$115,447.00) as total compensation, to be paid to Consultant as further detailed in **Exhibit C**.

4.2 No additional fees or expenses of Consultant shall be charged by Consultant nor be payable by City. The parties hereby agree that all compensable expenses of Consultant have been provided for in the total payment to Consultant as specified in section 4.1 above. Total payments to Consultant cannot exceed that amount set forth in section 4.1 above, without prior approval and agreement of all parties, evidenced in writing and approved by the 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: Dan Franz, P.E., CFM
City Engineer
P.O. Box 589
Pflugerville, Texas 78660

If intended for Consultant, to: studio|16:19,LLC
Attn: Brent A. Baker, P.L.A., ASLA, CLARB
Managing Principal
P.O. Box 2190
Round Rock, Texas 78680

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 “**Highland Park/ Highland Park North 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.

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 Personal Injury Contractual Liability		City prefers that insurer be rated B+V1 or higher by A.M. Best or A or higher by Standard & Poors
Business Auto Liability	1,000,000 combined single limit	City to be provided a waiver of subrogation
Workers' Compensation & Employers Liability	Statutory Limits 1,000,000 each accident	City to be provided a waiver of subrogation
Professional Liability	1,000,000	

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

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

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

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

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

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

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

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

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

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

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

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.

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

XI. ASSIGNMENT AND SUBCONTRACTING

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

11.2 It is City's understanding and this Agreement is made in reliance thereon, that Consultant intends to use the following subcontractors in the performance of this Agreement as further detailed in Exhibit E. 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:

Exhibit "A" City Services; Exhibit "B" Consultant Scope of Services; Exhibit "C" Fee Schedule/ Compensation; Exhibit "D" Work Schedule; Exhibit "E" Proposed Consultants; Exhibit "F" Certificates of Insurance.

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**

studio|16:19, LLC

(Signature)

Printed Name: Brandon E. Wade

Title: City Manager

Date: _____

(Signature)

Printed Name: Brent A. Baker

Title: Managing Principal

Date: 6/10/2015

LIST OF EXHIBITS ATTACHED

- | | |
|----------------------|-------------------------------------|
| (1) Exhibit A | City Services |
| (2) Exhibit B | Consultant Scope of Services |
| (3) Exhibit C | Fee Schedule/ Compensation |
| (4) Exhibit D | Work Schedule |
| (5) Exhibit E | Proposed Consultants |
| (6) Exhibit F | Certificates of Insurance |

EXHIBIT A

City Services

A1.0 Design Studies and Design Criteria

- As-built plans for existing facilities adjacent to this project, if available.
- Existing geotechnical reports and data for existing facilities adjacent to this project, if available.

A2.0 Public Involvement

- Provide guidance on selecting appropriate stakeholders for public meeting(s) & public input.
- Sponsor venue and facilitate public meetings.

A3.0 Field Surveying and Photogrammetry

- Provide all available survey and photogrammetry information to date.
- Provide digital contours topography (2 foot contours)
- Provide GIS information for Dry Utility both current and archived from within the City
- Provide GIS information for Wet Utility locations for Water, Waste Water, and Sanitary Sewer
- Provide Aerial Photography
- Provide Boundary Survey or City GIS Parcel Data
- Provide MOCAN ROW and boundary information
- Provide As built Plans of Mammoth Cave Road, Kingston Lacy Blvd, & Future Roadway Extension

A4.0 Drainage

- Provide available information and studies on existing drainage areas.
- Provide hydraulic design criteria for project design.
- Provide standard details and specifications as necessary to assist design consultant.
- Provide Existing FEMA Modeling
- Provide Drainage Analysis of North Detention Pond

A5.0 Miscellaneous

- Provide direction necessary for aesthetic treatment of existing and proposed structures, amenities and landscaping.
- Provide copies of all licensing agreements, utility agreements and other legal instruments currently in place related to the project.
- Prepare and coordinate any required Licensing and/or Utility Agreements.
- Pay all filing, permit review, application, processing, and inspection fees.
- Acquire right-of-entry on any property not owned by the City should it be determined necessary to complete the scope of work identified within this agreement.
- Facilitate & Coordinate with private property owners, if deemed necessary.
- Supply current Title Commitment or Policies and/or Provide additional research beyond what is included in the title commitment if deemed necessary.
- Facilitate resolution of conflicts with private property owners, if deemed necessary.
- Coordination with the utility companies for the design and construction of electric, telephone and gas services on property or off property.
- Provide Right-of-Way or easement acquisition, if deemed necessary.
- Provide any other pertinent information to assist design consultant.

EXHIBIT B

Consultant Scope of Services

The purpose of the services proposed herein is to provide professional consulting services consisting of but not limited to landscape architecture, park planning, civil engineering, environmental consulting, public engagement, structural engineering, geotechnical engineering, MEP engineering and surveying for the development of the Highland Park/ Highland Park North 2014 Bond Project. The Project includes approx. 105 AC adjacent to the MOKAN R.O.W. as referenced in the Project Scope Map at the end of Exhibit B.

The project will be divided into two parts – “Part 1 – Preliminary Design Report” (PART 1) for master plan scope refinement, conceptual design, and opinion of probable construction costs (OPCC) verification and “Part 2 – Final Design & Construction” (PART 2). The Consultant intends to work in effective cooperation with the City and other regulatory entities to achieve an efficient and acceptable implementation of the project that is in the spirit of the existing park Master Plan.

Program

Consultant shall provide services, as later described, for the refinement & budgeting of the following general program elements:

- An Off Leash Dog Trail/ Dog Park
- Practice Sport Fields (varying sizes and quantities)
- A Community Garden/ Orchard
- A Trail Head w/ Amenities
- Loop Trail/ Nature Botanical Trail
- Various Sport Courts - potential basketball and/or tennis
- Miscellaneous sidewalks and potential Hike & Bike Shared-Use-Path Trail
- Various Play Areas, Site Amenities, Shade Structures, and Potential Rest Room Facility
- Various Parking Lots and/or Street Parking Improvements
- Associated on-site utility improvements & infrastructure
- Drainage Improvements
- Preservation of Native Vegetation & Riparian Environment
- Native Adaptive Landscape, Tall Grass Prairie Restoration, & Smart Wise Irrigation Methodology

Development Budget Goal

The City generally established a proposed development budget goal for all park program items indicated and professional services at \$2.46 million dollars. The Consultant does not guarantee that proposals, bids, or actual Project construction costs may not vary from its opinion of probable construction costs (OPCC)**.

***Opinion of Probable Construction Costs (OPCC) Disclaimer*

Opinion of probable construction costs provided by the Consultant are based on the Consultant's familiarity with the construction industry and are provided only to assist the City's budget planning; such opinions shall not be construed to provide a guarantee or warranty of the actual construction costs at the time construction bids are solicited or construction contracts negotiated. Unless expressly agreed in writing and signed by the parties, no fixed limit of construction costs is established as a condition of this Agreement by the furnishing of opinions of probable construction costs. Throughout the design process the Consultant will assist the Client in value engineering the project and making necessary adjustments in an effort to meet the project construction budget.

BASIC SERVICES

Given the above stated general project information the Consultant will provide the following scope of basic services for PART 1 as described above per the TASK listed once the City has issued an executed agreement.

The proposed basic services, which are outlined below, shall be incorporated including project management, public engagement, data collection, site assessment; programming refinement, environmental services, schematic design and master plan refinement, utility assessment and evaluation, transportation assessment, drainage assessment, and environmental services.

B1.0 TASK 1: PROJECT MANAGEMENT / COORDINATION

This task will include the following activities:

- Coordinate a kick-off meeting with the design team and City to identify project goals, schedules and projected milestones from schematic design through construction.
- Provide overall project management services including budget control, schedule control, project coordination, resource allocation, sub-consultant management and coordination and preparation & processing of invoices. Ensure timely delivery of all deliverables including electronic files, and hard copies of all pertinent information.
- Perform Quality Control | Quality Assurance reviews.
- Attend team/ site visit/meetings, City Council presentation (1 meeting), Public Outreach (1 meeting), and pre-development meeting (1 meeting).

B2.0 TASK 2: DATA CONSOLIDATION / SITE ASSESSMENT

This task will include the following activities:

Data Consolidation

Consultant's team shall define site information required to adequately accomplish the scope of services defined in this agreement. Consultant shall consolidate all City provided existing information into an overall base map to be used throughout the design process. Base map information may include, but is not limited to:

- Current City and/or State ARC/GIS/AutoCAD data sets available for the entire project area. Infrared/Aerial photography of entire project.
- Current FEMA Flood Plain and TCEQ Aquifer data of entire project area.
- Construction and as-built plans (AutoCAD format if available) for existing infrastructure related to or affected by this project.
- Existing regional topographic surveys.
- Tax map or other resource information to identify affected property owners.

Site Assessment

A preliminary site assessment with design team and City that may include but is not limited to:

- Walking the proposed park project and creating a digital photographic inventory of each area being developed so to provide as a resource of possible existing conditions, as well as serve as a visual reference.
- Identify and address opportunities and constraints.
- Identify potential sensitive and protected environmental features. Initiate environmental services as outlines in Basic Services.

- Identify tree, topographic and existing conditions boundary for survey services to adequately accomplish the design of the Project in PART 2.
- Identify potential areas for proposed site features, view sheds, and connectivity to adjacent uses based on existing developed conditions.
- Identify geotechnical testing boundary's and reporting as required for bridges, parking, trail pavement, structural retaining walls and structural slab designs to adequately accomplish the design of the Project in PART 2.

Preliminary Drainage Analysis

A preliminary drainage analysis that may include but is not limited to:

- Review of existing City provided hydrology data, models, and "As-Built" plans within the effective watershed and the affected Project area.
- Based on the existing hydrology flows, the City GIS contours for the cross section data, and record drawings to develop the bridge/culvert crossings, the Consultant will prepare an existing conditions hydraulic model using HEC-RAS.
- Based on the schematic design of the park improvements, the Consultant will prepare a proposed conditions hydraulic model to evaluate any potential adverse impacts.
- Should adverse impacts result, the Consultant will evaluate potential solutions. Such as, adding on-site detention or compensatory cuts within the floodplain will be explored.

Environmental Analysis

The Consultant will prepare an environmental technical memorandum that will document compliance with environmental regulations applicable to City-funded projects. The technical memorandum may include but is not limited to:

- **Archeological Resources** - Archival research will be performed in the electronic and mapping files of the Texas Historical Commission (THC) Atlas Sites database, the Texas Archeological Research Laboratory (TARL), and/or any other relevant archives for information on previous cultural resource investigations conducted and previously recorded sites and historic properties in the vicinity of the project's Area of Potential Effect (APE).

The results of the background research will be integrated into an application for a Texas Antiquities Permit to be signed by the City's representative and submitted to the THC. After a valid Antiquities Permit is obtained, a field survey will be carried out and documented per THC/Council of Texas Archeologists (CTA) guidelines. Although drainage to Wilbarger Creek crosses the project area, shovel testing is anticipated to be adequate for the entire site (i.e., no backhoe trenching) based on Consultant experience in the area and the underlying geology and soils in the area. Consultant understands the area to be surveyed is on both publicly and privately owned land. Collection of artifacts is required only on public land.

- **Water Resources** - Consultant will collect data on surface water streams and other existing water resources and assess the potential for pollution during construction and from the completed facility. The 100-year flood plain, as delineated by FEMA, will be identified and the impacts of the proposed project will be assessed. Potential for impacts to groundwater will be discussed; no Geologic Assessment is required (the project is outside the Edwards Aquifer Recharge, Contributing, or Transition Zones).

Consultant wetlands specialists will perform evaluations of wetlands and waters of the U.S. in all areas potentially affected by the proposed project. Wetland field delineations will be conducted and wetland data sheets will be prepared and included in the report appendix. This task will include a determination of the type of permit (if any) that will be needed from the U.S. Army Corps of Engineers (USACE). The permit determination will be summarized in the report.

- **Biological Resources** - Consultant biologists will describe project area biological resources including vegetation communities and wildlife habitat. Ecologically sensitive resources, including potential threatened or endangered species habitat, will be identified and their potential to be affected by project construction and operation will be assessed and described in the environmental report. A wildlife habitat assessment for suitability for endangered species will be conducted by the Consultant. No presence/absence surveys are anticipated.
- **Hazardous Materials** - A database search of previously recorded hazardous material sites in the project area will be conducted and a summary incorporated into the environmental report. During field visits, project environmental staff will identify sites within and near the project area that may pose a potential hazardous materials risk.

In the event that additional research or investigations are determined necessary upon completion of the initial resource assessments and as indicated, such as client-requested meetings, labor-intensive excavation, biological sampling, development of conservation areas, plans for significant features, surveying down-gradient or adjacent properties, or coordination with federal, state, or local regulatory agencies, a separate proposal and estimated cost for the additional work efforts will be provided in the Supplemental Services in "PART 2 – Final Design & Construction".

DELIVERABLE:

The information and results from the Data Collection, Site Assessment, Preliminary Drainage Analysis, and the Environmental Analysis, will be summarized in written and rendered graphic form to be included in the Final 11x17 Preliminary Design Report (PDR).

B3.0 TASK 3: PROGRAMMING / S.W.O.T. ANALYSIS

This task will include Vetting and Analysis of the existing master plan scope and program against current PARD programming, current demands, utilization trends, operations / maintenance capabilities, prior public input and potential future uses. Activities may include but is not limited to:

- Review of project goals, objectives, and budget with design team and City.
- Identify and meet with user groups, representatives and other stakeholders.
- Meet with City operations and maintenance Staff on process and procedures.
- Develop a Strength, Weakness, Opportunities, & Threats (S.W.O.T.) Matrix based on the programming input to develop a roadmap of final potential uses, facilities, and programming

DELIVERABLE:

The information and results from the Programming and S.W.O.T. Analysis will be summarized in written and tabular graphic form to be included in the Final 11x17 Preliminary Design Report (PDR).

B4.0 TASK 4: PRELIMINARY DESIGN PROCESS

Design Charrette

The Consultant will participate in a design charrette meeting. The purpose of the design charrette is to provide active, condensed, and focused participation in the design process between the Consultant design disciplines & City staff for the Project with the primary goal to establish and identify a preliminary schematic design concept in a shortened time frame for the Project that is based on the prior data gathering & program phases of the project.

The following tasks are associated with the Design Charrette:

- Participate and attend a two day design charrette with workshop participants including Consultant, design team members, and city staff as required.
- Develop an overall schematic master site plan and sketches for park improvements. The drawings will illustrate the general character, layout and essentials of the project.
- Develop overall schematic utilities plan proposed master site plan.
- Develop preliminary drainage and grading scenarios for the proposed master site plan.
- Develop preliminary pricing and budgeting scenarios based on design schematics.

Public Review & Input

Post Charrette/ Workshop, a Public Open House will be held where participants (direct citizen users) can address any issues and concerns of the proposed design concepts. It is at this meeting that citizens will report and provide input to the Consultant and City Staff on their preferences regarding the Project based on the proposed elements developed during the Design Charrette.

DELIVERABLE:

The preferred concepts and schematic designs developed and realized during the Design Charrette will be summarized in rendered graphic form (i.e. plans, sections, and perspectives) to be included in the Final 11x17 Preliminary Design Report (PDR).

B5.0 TASK 5: PRELIMINARY DESIGN REPORT DEVELOPMENT

Consultant shall refine schematic design drawings generated during the design charrette that defines the general concept of design and development a budgetary opinion of probable construction costs (OPCC) based upon the final concept. This information shall be included in a Preliminary Design Report. This process shall include:

- Attend a Predevelopment meeting with City Planning Development Services Office and Floodplain Administrator for review of proposed master plan development.
- Compile a summary of all the information generated during the data collection, site assessment, programming, analysis, design charrette, analysis of information, budgetary input including escalation factors and contingencies in order to Develop a Preliminary Design Report.
- Review Preliminary Design Report with Client and update based on comments & input.
- Present schematic design, OPCC, & Preliminary Design Report to City Council.

DELIVERABLE:

Preliminary Design Report (PDR) – An 11x17 written and rendered graphic document. The information from the PDR can be utilized in presentations and project updates as required.

B6.0 SUPPLEMENTAL SERVICES – NOT IN BASIC SERVICES

Upon the conclusion, Client review and Client consensus of PART 1 – Preliminary Design Report, the Consultant will prepare final SCOPE and FEE for the design elements and program elements identified and budgeted for in PART 1, therefore the following services and fee for such services are NOT included within the scope of Basic Services:

- PART 2 – “Final Design & Construction” including professional services and preparation of documentation for Design Development, Construction Documentation, City Permitting, Specifications Development, Bidding & Negotiation, or Construction Phase Services.

B7.0 ADDITIONAL SERVICES – NOT IN BASIC SERVICES

The following services are not included within the scope of basic services. Should Consultant be required to provide services in obtaining or coordinating the compilation of this information, such services shall be performed as Additional Services. Additional Services shall only be provided if previously authorized by the City. Additional Services may include, but not be limited to, the following:

- Preparation of Phased bid package(s) with reduced scope of items defined herein, including construction drawings and specifications.
- Rebidding of project to meet the project budget based on unforeseen construction cost, economic conditions or bidding climate.
- Preparation of a Detailed Flood Plain Analysis.
- Modeling for new hydrology watershed(s).
- Preparation or Permitting for a CLOMR and/or LOMR.
- Preparation or development of a Traffic Impact Analysis or Traffic Control Plans.
- Roadway modifications. Construction Staking. Construction Materials Testing.
- Geotechnical investigation for items not accounted for in basic scope of services.
- Bridge Design (other than pre-engineered structures) unless defined within scope of services.
- Preparation of Hazardous Site Assessments.
- Environmental services beyond those described in scope of services including but not limited to:
 - Archeological Assessment Land Acquisition services.
 - Preparation of Section 404 permit
 - Preparation Phase I Environmental Site Assessment
 - Preparation of Detailed mitigation plans
- Easement acquisition or vacation including preparation of easement documents unless defined within scope of services.
- Legal Lot Determinations unless defined within scope of services. Preparation of multi-use agreement(s) and exhibits.
- Assistance or representation in litigation concerning the property of proposed project. Conflict Resolution.
- Preparation and processing of Waivers, Variances or Exceptions. Services required after final acceptance of construction work. Permitting through Army Corp of Engineers (USACE).
- Revisions to drawings previously approved by the City and regulatory entities due to changes in: Project scope, budget, schedule, unforeseen subsurface construction conditions or when such revisions are inconsistent with written approvals or instructions previously given; enactment or revision codes, laws, or regulations subsequent to the preparation of such documents.

- Preparation of graphic materials for marketing or purposes other than in-progress approvals.
- Public or other presentations beyond those described in Basic Services.
- Provide consultation, drawings, reports and other work products related to permits, approvals and ordinances not described in scope of services.
- Providing professional services for the field selection of plant materials.
- Gas, Telephone/Communication design.
- Design of utility extension(s) to the project site.
- Preparation of record documents from contractors as-built drawings
- Providing services other than those outlined in scope of services.
- Any services related to ROW acquisition

PROJECT SCOPE MAP - NTS

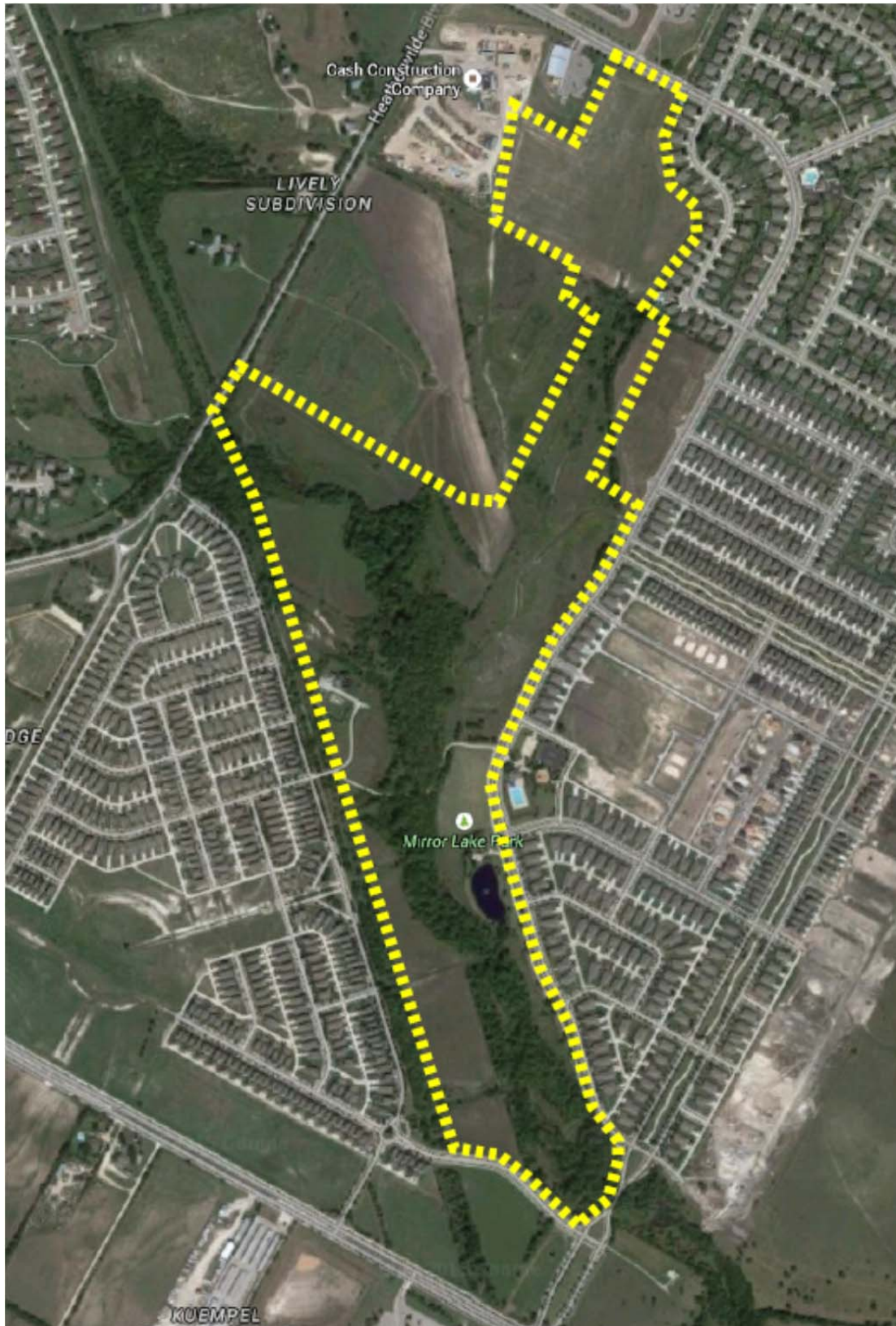


Exhibit C

Fee Schedule | Compensation

Highland Park/ Highland Park North 2014 Bond Project		
Proposed Task		Proposed Fee
TASK 1 - Project Management Coordination		\$ 8,798
1.1	Project Kick-off Meeting	\$ 968
1.2	Project Management & Coordination	\$ 2,550
1.3	Quality Assurance / Quality Control	\$ 1,880
1.4	Project Team Meetings	\$ 3,400
TASK 2 - Data Collection Site Assessment		\$ 44,169
2.1	GIS, Utility, & Base Map Data Generation	\$ 4,400
2.2	Physical Site & Existing Conditions Assessment	\$ 5,998
2.3	Preliminary Drainage Analysis & Evaluation	\$ 8,800
2.4	Environmental Analysis & Evaluation	\$ 24,972
TASK 3 - Programming S.W.O.T. Analysis		\$ 10,920
3.1	Site & Facility Programming	\$ 3,400
3.2	Stakeholder Meetings	\$ 2,900
3.3	Vetting of Existing Master Plan	\$ 2,520
3.4	SWOT Analysis Performance	\$ 2,100
TASK 4 - Design Charrette Process		\$ 26,320
4.1	Design Workshop	\$ 9,080
4.2	Preliminary Master Plan & Facilities Development	\$ 4,520
4.3	Preliminary Infrastructure, Drainage & Utility Development	\$ 5,500
4.4	Master Plan Budget Development	\$ 3,500
4.5	Public Review & Input	\$ 3,720
TASK 5 - Preliminary Design Report		\$ 20,620
5.1	Refinement of Preliminary Master Plan	\$ 3,120
5.2	Refinement of Infrastructure, Drainage & Utility Improvements	\$ 2,750
5.3	Refine Master Plan Budget & OPCC	\$ 2,700
5.4	Develop Preliminary Design Report	\$ 7,250
5.5	Staff Review Input & Preliminary Design Report Refinement	\$ 4,800
Total Professional Fee		\$ 110,827
Direct Expenses travel, reproduction, supplies, etc.		\$ 4,620
Total FEE Budget - PART 1		\$ 115,447

2015 Hourly Rates

- Principal Planner/Landscape Architect: \$ 145.00/hr.
- Associate Principal Planner / Landscape Architect: \$ 125.00/hr.
- Senior Associate Planner/ Landscape Architect: \$ 115.00/hr.
- Associate Planner/ Landscape Architect: \$ 100.00/hr
- Staff Planner/ Landscape Designer: \$ 85.00/hr.
- Administrative \$ 65.00/hr.

Exhibit D

Work Schedule

The Consultant team shall complete the Scope of Work within 180 calendar days for PART 1, commencing upon the issuance of Notice to Proceed via signed agreement, and receipt of documents to be provided by the Client as specified in EXHIBIT A.

Anticipated Schedule/ Milestones

▪ Notice to Proceed – Part 1	July 1, 2015	
▪ Data Collection Site Assessment	July - Aug 2015	30 to 45 days
▪ Programming S.W.O.T. Analysis	Aug – Sept 2015	30 to 45 days
▪ Design Charrette Process	Oct - Nov 2015	15 to 30 days
▪ Preliminary Design Report	Nov - Dec 2015	30 to 45 days
▪ Part 1 - Complete	December - 2015	

Note:

- PART 2-Schedule of 120 calendar days will be provided with Supplemental Services.
- The Consultant team will consider opportunities to accelerate the schedule where feasible.

EXHIBIT E

Proposed Consultants

Park Planning & Public Engagement

Vista Planning & Design
E. Mitchell Wright, ASLA, AICP, LEED AP
19 Sugar Shack Dr.
West Lake Hills, TX 78746
512.673.8274

Civil Engineering

Waeltz & Prete
Tony Prete, P.E.
3000 Joe Dimaggio
Blvd, Round Rock, TX 78665
512.505.8953

Environmental Consulting

COX|McLain Environmental Consulting
Ashley McLain, AICP
6010 Balcones Drive, Suite 210
Austin, Texas 78731
512.338.2223

Structural Engineering

360 Engineering
Larry Fisher, P.E.
2300 Greenhill Drive
Round Rock, TX 78664
512.244.1966

Accessibility Consultant

Altura Solutions, L.P
Jesus "Chuy" Lardizabal
1200 W. 39 1/2 Street
Austin, TX 78756
512.569.1424

Architecture (if required)

MA (Architecture)
Ryan Hansanuwat, AIA
400 W. Main Street, Suite 222
Round Rock, TX 78664
512.733.1150

M.E.P. Engineering

HCE Engineers
Byron Hendrix, P.E
115 E. Main Street
Round Rock, TX 78664
512.218.0060

Geotechnical Engineering

Raba Kistner, Inc..
Gabriel Ornelas, P.E.
12821 W. Golden Ln.
San Antonio, TX 78249
210.699.9090

Land Surveying

Inland Geodetics, LLC
Steve Truesdale, RPLS
1504 Chisholm Trail
Round Rock, TX 78681
512.238.1201

EXHIBIT F
Certificates of Insurance

(Attached Behind This Page)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/10/2015

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).

PRODUCER Watkins Insurance Group-Austin 3834 Spicewood Springs Rd, St Austin TX 78759		CONTACT NAME: Kea Miller PHONE (A/C, No, Ext): 512-452-8877 FAX (A/C, No): 512-452-0999 E-MAIL ADDRESS: kea@watkinsinsurancegroup.com	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: The Hartford	29424
		INSURER B: New Hampshire Insurance	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** 128294528**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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y	Y	65SBATB6822	10/14/2014	10/14/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
	AUTOMOBILE LIABILITY <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) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N <input type="checkbox"/> N / A						WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Professional Liability Property			44271881-03	10/14/2014	10/14/2015	Limit 1,000,000 Deductible 5,000 BPP 228,200

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

SUBJECT TO POLICY TERMS AND CONDITIONS.

Project: Highland Park/ Highland Park North Project

City of Pflugerville, its officers, officials, employees, volunteers, and elected

representatives are additional insureds on the general liability policy with waiver of subrogation, per blanket endorsements, where required by written contract.

30 day notice of cancellation endorsement applies when required by written contract.

CERTIFICATE HOLDER**CANCELLATION**City of Pflugerville
Capital Improvement Program
P.O. Box 589
Pflugerville TX 78691-0589

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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