PROFESSIONAL SERVICES AGREEMENT
FOR
Weiss Lane 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 LJA Engineering, INC. ("Consultant"), both of which may be referred to herein collectively as the "Parties".

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

I. DEFINITIONS

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

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

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

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

II. TERM

2.1 Unless sooner terminated in accordance with the provisions of this Agreement, the term of this Agreement shall commence on July 15th, 2015 and terminate on March 13th, 2019.

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

III. SCOPE OF SERVICES

Consultant agrees to provide the services described in this Article III entitled Scope of Services in exchange for the compensation described in Article IV. Compensation. Scope of Services are detailed in *Exhibit B* which are incorporated by reference as if written and copied herein.

All work performed by Consultant hereunder shall be performed to the satisfaction of the City Manager or his designee. The determination made by City Manager and/or his designee shall be final, binding and conclusive on all Parties hereto. City shall be under no obligation to pay for any work performed by Consultant, which is not satisfactory to City Manager and/or his designee. City shall have the right to terminate this Agreement, in accordance with Article VII.

Termination, in whole or in part, should Consultant's work not be satisfactory to City Manager and/or his designee; however, City shall have no obligation to terminate and may withhold payment for any unsatisfactory work, as stated herein, even should City elect not to terminate. Nothing herein shall be construed as holding Consultant to a standard of care that is more stringent than the general accepted standard of professional skill and care ordinarily exercised by similarly situated professionals.

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 $852,286.95 as total compensation, to be paid to Consultant as further detailed in Exhibit D.

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 reuse and/or modification 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:

LJA Engineering
Attn: Kenneth G. Schrock, PE
Vice President
5316 Highway 290 West, Suite 150
Austin, Texas 78735

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

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

XI. ASSIGNMENT AND SUBCONTRACTING

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

11.2 It is City's understanding and this Agreement is made in reliance thereon, that Consultant intends to use the following subcontractors in the performance of this Agreement: AIA, Adisa, Altura, Cox Mclain, McGray & McGray, Rodrigez Engineering Laboratories. 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 – Scope of City Services
Exhibit B – Scope of Engineer Services
Exhibit C – Schedule
Exhibit D – Fee 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		**LJA ENGINEERING**	
_____ *(Signature)*		Jeff P. Collins *(Signature)*	
Printed Name:	Brandon E. Wade	Printed Name:	Jeff P. Collins, PE
Title:	City Manager	Title:	Executive Vice President
Date:	_____	Date:	06/29/15

EXHIBIT A

SERVICES TO BE PROVIDED BY CITY OF PFLUGERVILLE

Weiss Lane

1. All necessary rights-of-entry will be secured by City of Pflugerville.
2. City of Pflugerville will provide as-built drawings for developments along Weiss Lane based on availability.
3. City of Pflugerville will provide traffic information to a level that will allow for pavement design.
4. City of Pflugerville will attend all public meetings and work with the LJA Team to secure a location for the meetings.
5. The City will provide timely reviews in conjunction with the agreed upon schedule.
6. The City will pay for the contract advertisement in the newspapers and other media as required.
7. City of Pflugerville will provide all City permits necessary.
8. City will manage the project from the owners side and coordinate with Travis County as necessary.

Exhibit B - Scope of Services

SERVICES TO BE PROVIDED BY THE ENGINEER

Roadway: Weiss Lane
County: Travis
Limits: **Schematic & PS&E:** from E. Pecan Street to Cele Road

General Work Description: Develop a Schematic and PS&E set of plans for reconstructing the existing 2-lane Weiss Lane roadway, adding 4' shoulders, and replacing 2 bridges (the third bridge included within the limits is being reconstructed under another contract by Travis County).

The scope and fee also include a preliminary engineering report to perform engineering services to the extent that the ROW can be determined for an ultimate 4-lane divided arterial urban section roadway, and a future 6-lane divided arterial urban section roadway.

PROJECT MANAGEMENT AND COMMUNICATION PLAN

- Develop Project Management Plan
- Meetings
  - Kickoff with City,
  - Kickoff with Team
  - Milestone Meetings (Schematic, 60%, 90%)
- Invoicing, Contract Document Coordination, Progress Reports
  - Prepare monthly progress
  - Prepare monthly invoices
- Manage Sub Consultants
  - Monitor and supervise sub consultant activities (staff and schedule).
- Produce Project Scheduling
  - Prepare an initial critical path schedule (Microsoft Project)

BRIDGE HYDROLOGY & HYDRAULICS - INTERIM 2 LANE ROADWAY

- Obtain existing records
- Conduct site visits - two (2) site visits using two (2) personnel.
- Analyze Unnamed Tributary to Unnamed tributary of Wilbarger Creek, Unnamed Tributary to Wilbarger Creek (2 FEMA Floodplains)

- Obtain existing hydrology and hydraulic models from applicable drainage authorities for use in analysis and determination of the applicable storm event peak flow rates and water surface elevations along the project.
- Update current models to existing condition
- Create proposed condition model based on proposed roadway horizontal and vertical geometry.
- Analyze results and determine any mitigation required to offset impacts.
- Evaluate for Interim Conditions – 2 Lane Roadway
- Perform Scour Analysis using HEC-RAS & determine channel protection requirements
- Create Scour Envelope for 60% Bridge Layouts

- **Deliverable**
  - Floodplain report for Unnamed Tributary to Unnamed Tributary of Wilbarger Creek
  - Floodplain report for Unnamed Tributary to Wilbarger Creek

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ROUTE AND DESIGN STUDIES FOR TWO LANE FACILITY

- Data Collection
  - Collect existing data
- Traffic Study – **NOT PART OF CONTRACT**
  - The City of Pflugerville will provide traffic data from local studies to support the pavement design. If additional traffic analysis is required for the pavement design a supplemental agreement will be required.
    There will be no Signal Warrants conducted as part of this contract. Signal conduits will be installed but it will be assumed that no signals are required. If there is a request for Signal Warrants a supplemental will be required.
- Develop Interim Design – 2 Lane Roadway
  - Develop Interim Design
  - Develop Interim Schematic
- **Deliverable**
  - Interim Schematic

PRELIMINARY DRAINAGE

- Hydrology
  - Create Drainage areas
  - Create Models & Calculate Flows

- Hydraulics
  - Develop Ditch Design
  - Design Cross-culvert

SURVEY

- See Attached Scope and Fee – McGray & McGray

PUBLIC INVOLVEMENT

- Develop Exhibits for Stake Holder Meetings
- Attend Open House Meeting
- See Attached Scope and Fee for ADISA

UTILITIES

Not included in the scope and fee for this project is Level A & B SUE or Utility Agreements. In the event the City and County request storm sewers a supplemental will be required.

- See Attached Scope and Fee for AIA
- Attend Utility Coordination Meetings 60% & 90%

SPECIALTY SERVICES

- See Attached Scope and Fee for Cox|McLain – Environmental Services
- See Attached Scope and Fee for Rodriguez Engineering Laboratories – Geotechnical Services

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PLANS, SPECIFICATIONS, AND ESTIMATE (PS&E) DEVELOPMENT
ROADWAY

Not included in the scope and fee for this project is a curb and gutter roadway, shared use path, or sidewalks. In the event the City and County request either to be added a supplemental will be required and the sidewalks or shared use path will require RAS Review.

- Roadway
  - Title Sheet
  - Index Sheet
  - Project Layout Sheets
  - Typical Sections; existing and proposed; required for Weiss Lane.
  - Horizontal Alignment Sheets
  - Super elevation Sheets

- Roadway Plan and Profile Sheets
- Cross Sections: Develop design cross sections at 50' intervals along Weiss Lane and along each cross street for up to 200' back from the Weiss Lane centerline or whatever length is required to tie into existing.
- Preliminary Earthwork: The Engineer shall analyze the earthwork to develop cut and fill.
- Quantity Summaries
- Standards

DRAINAGE

Not included in the scope and fee for this project is a storm sewer system. In the event the City and County request storm sewers a supplemental will be required.

- Drainage
  - Drainage Area Map Sheets
  - Culvert Layout Sheets
  - Ditch Sheets
  - Quantity Summaries
  - Standards

EROSION CONTROL

- Erosion Control
  - Erosion Control Sheets, EPIC Sheet, SW3P Sheet, Standards

SIGNING & PAVEMENT MARKINGS

- Signing and Pavement Marking Plans

  Prepare signing and pavement marking layouts and Quantity Summaries of signs and markings. Proposed Layouts will include pavement markings, object markers, delineators, and proposed signs in accordance with TxDOT design standards, the Texas Manual on Uniform Traffic Control Devices (TxMUTCD), and Texas Department of Transportation Sign Crew Field Book. Prepare overhead sign layouts if required.

TRAFFIC CONTROL

- Traffic Control

  Traffic Control/Sequencing plans will be developed for Weiss Lane – Develop traffic control plans and signing plans for roadway construction, temporary pavement, overlay, transitions, temporary drainage, striping, remove striping, barricades/barrels, advanced warning signs, etc.

CONDUIT DESIGN

- Traffic Signal Conduit Design

  Develop plans, specifications and estimates for conduit design for Weiss Lane at: Pecan, East Pflugerville Parkway, Hidden Lakes, and Kelly Lane.

RETAINING WALLS

Not included in the scope and fee for this project is design of cut walls. It is assumed that cut walls will not be required for this project. In the event a cut wall would be required a supplemental will be required.

- Retaining Wall

  The Engineer will utilize geotechnical recommendations to design the proposed retaining walls. The Engineer will create proposed retaining wall sheets for each retaining wall. Proposed retaining walls will be shown in the design cross sections.

STRUCTURES

- Bridge

  All bridge structures shall be designed for **HL 93 loading.**

- Bridge Layout

  The Bridge layouts in Plan View shall contain the following information:

  - Reference line, centerline, or profile grade line (bearing, location, and station).
  - Horizontal curve information.
  - Right of way (if required).
  - Skew angle(s).
  - Bearing of centerline.
  - Include horizontal and vertical template information of all roadways or railroads crossed.
  - Approach slab and curb returns.
  - Typical bridge roadway section including preliminary proposed beam types and spacings.
  - Slope for header banks and approach fills.
  - Control stations at beginning and ending of bridge (with deck elevation).
  - Approach pavement and crown width.
  - Bridge roadway width and curbs, face of rail, shoulders or sidewalks.
  - Limits and type of riprap.
  - Proposed features under structure.
  - Location of profile grade line.
  - North Arrow.
  - Cross slope and superelevation data.
  - Minimum horizontal distances and vertical clearance points.
  - Location of soil borings (station and offset).
  - Bent stations and bearings.
  - Retaining wall locations, if applicable.

- Traffic flow directional arrows and stream flow direction (if any).
- Railing types shown.
- Joint types and seal size, if used.
- Critical horizontal clearances (location of railroad tracks, nearby structures and utilities).
- Present and projected (20 years) ADT.
- Design speed and functional classification.
- Drawing scale shall be as recommended in the bridge detailing manual.
- Show National Bridge Inventory (NBI) Number.
- Locate bridge drain and bridge lighting bracket stations on plan view, when applicable.

Bridge Layouts in Elevation View should contain the following:

- Type of foundation.
- Finished grade elevations at beginning and end of bridge.
- Overall length of structure.
- Length, type of spans and units.
- Type of railing.
- Minimum calculated vertical clearance(s).
- Existing and proposed ground lines clearly marked.
- Grid elevations and stations.
- Bent numbers encircled.
- Standard Title.
- Profile grade data.
- Type of riprap.
- Fixed/expansion condition of all bents.
- Number, size and length of foundations.
- Drawing scale shall be as recommended in the bridge detailing manual.
- Floodplain elevations.

Bridge Layouts in Typical Transverse Section should contain the following:

- Widths (overall, roadway, shoulders, sidewalks, etc.).
- Profile grade line and horizontal control line.
- Cross slope.
- Type of railing.
- Beam type and numbers (if required).

The Engineer shall develop bridge layouts after the schematic refinement is approved by the City and County and submit a 100% complete bridge layout to the City and County at the 30% submittal to provide ample review and design time. The Engineer shall not proceed with detailed design until the preliminary bridge layouts are approved by the City and County.

Description	Approx Length	Approx Width	Comments
Unnamed Tributary to Unnamed Tributary to Wilbarger Creek	80 ft	48 ft	Concrete Tx-Girder spans with two abutments
Unnamed Tributary to Wilbarger Creek	300ft	48 ft	Concrete Tx-Girder spans with multi-column bents and two abutments

- **Deliverable**
  - 60%, 90%, and Final PS&E Plans

MILESTONE COMMENT RESOLUTION

- QA/QC
  - Schematic, 60, 90, 100%
- Comment Resolution
  - Schematic, 60, 90, 100%

Area to Survey:

- Weiss Lane from East Pecan Street to Cele Road.

Scope of Services:

Horizontal & Vertical Control:

- Establish horizontal and vertical project control. The following datums and specifications will be used:
  - Horizontal – North American Datum 1983;
  - Vertical – North American Vertical Datum 1988;
  - Projection: State Plane Coordinate System, Texas Central, FIPS 4203;
  - Units of Measure: US Survey Feet;
  - Surface to Grid conversion factor: minimum of 8 decimal points.
- Establish survey monuments at 1000 – foot intervals not in conflict with proposed construction. Provide horizontal and vertical coordinates of the monuments in the required coordinate system and datum. Show the benchmarks on the survey drawing.

Design Survey:

- Contact private property owners to obtain permission to enter and survey within private properties. If we encounter an uncooperative or hostile property owner, we will consult with you and/or the City of Pflugerville for directions for resolution. There may be some properties we cannot enter.
- Cross sections shall be taken at 50 - foot intervals along with break lines as required to provide a digital topographic design file at 1 - foot interval contours from 25 feet past the east ROW to 75 feet past west ROW for a total of an approximate 175’ wide swath. Side streets, alleys and drainage ways shall be surveyed a minimum of 200-feet in each direction from the primary road unless otherwise specified. Both top of curb and gutter elevations (edge of pavement if no curb) shall be provided. Pavement elevations shall be obtained at the centerline of the roadway, edge of travel way (shoulder line) and edge of pavement. Typically top of pavement shall be obtained to the 0.01 foot accuracy and top of ground to 0.10 foot accuracy.
- Locate and identify all above ground features within the survey limits including buildings, fences, visible utilities, sidewalks, driveways, handicap ramps, guardrails, signs, manholes, water valves, telecom boxes, utility poles, mailboxes, irrigation heads, water meters, sanitary sewer clean outs, etc. The outside limits of dense tree and vegetation growth shall be identified. Trees 6-inches and larger in diameter shall be measured, identified and tagged with a point number.

- Locate all soil borings, horizontally and vertically, which typically will occur at a date later than the original boundary/topo survey.
- Show locations of existing utilities based on drawings provided by you and from field locates provided by DIGTESS.
- Locate and identify types of existing pavement surfaces for streets, alleys, sidewalks, driveways, etc. Locate and identify existing lane markings and signage in detail [color, width, words, symbols, etc.]. Locate and identify existing traffic signals including base, mast arms, and control boxes. Locate and identify any planters, mailboxes (with type) and other improvements.
- Invert elevations and size/type of utility and drainage pipes and culverts shall be identified for all manholes and culverts within the project limits. For all gravity flow utilities (i.e. storm water and sanitary sewer) tie in the manhole upstream and downstream of the last manhole within the project limits. This may result in having to tie in manholes that are outside of the project limits as defined by you. Note any relevant information (damaged, silted in, etc.).
- Provide up to 21 creek cross sections approximately 1000' in length to assist in hydraulic modeling.

Right-of-Way Mapping:

- Locate and identify property lines and property corners within the survey limits. Identify existing Right-of-Way within the survey limits. Identify property owners, business name and type, parks, cemeteries, etc., street addresses and deed recording information within the survey limits. Locate property corners to the extent necessary to provide an existing Right-of-Way file.
- Provide a roll file of the existing Right-of-Way for use as an exhibit.

Electronic File Requirements:

A. Survey shall be provided in Microstation (.dgn) and AutoCAD (.dwg) format.

B. The units of the drawing file shall be U.S. survey feet.

C. All submittals shall include all of the control points utilized for the project. All control points shall have their own unique point number, northing and easting coordinate, elevation, and point description.

D. All electronic submittals shall include a text block that states the coordinate system (horizontal and vertical) that the survey is using along with any scale factors used for GPS applications, i.e. surface to grid scale factor.

Deliverables:

A. All survey electronic deliverables shall include data for the entire project, including previously submitted data, if any. Hard copy deliverables may only

include new data; previously submitted hard copy data is not required for future submittals.

- Control Point Table with the following: point number, northing, easting, elevation, monument description, and monument location relative to nearby permanent structure

Surveying for Acquisition Services will be done as a supplemental at a later date.

We will proceed as soon as we receive notice to proceed. We estimate it will take approximately 8 to 10 weeks (weekends and holidays excluded) from notice to proceed to complete this project, weather and circumstances beyond our control permitting. Please let us know if we need to accelerate this schedule.

We will invoice time and materials actually used for this survey. As we get into this survey we may allocate our resources slightly differently, but we will not exceed the proposed fee without authorization from you.

Thank you for including us on this project. We look forward to the opportunity to work with you. If you think we have omitted any service you require or misinterpreted your request, please let me or Chris Conrad know.

Adisa Communications
13492 Research Blvd
120-631
Austin TX 78750

LJA Engineering
Kenneth Schrock
5316 Highway 290 West, Suite 150
Austin TX 78735

Estimate #	0000119
Estimate Date	April 9, 2015
PO #	Weiss Lane Project
Estimate Total	**$13,569.00 USD**

Task	Time Entry Notes	Rate	Hours	Line Total
Database Development	Create Project Database – develop a database of stakeholders. Deliverable: Database in Excel, Updates in Database	98.00	9	882.00
Communication Tools	Prepare project fact sheet – write and design an informational piece that can be used to educate the community and stakeholders on the project and intended outcomes: Deliverable: Fact Sheet Draft, Revised and Final Version	165.00	18	2,970.00
Outreach	Inform stakeholders of public meeting - Make phone calls and send emails to stakeholders to notice for meeting, and respond to inquiries from the public. Deliverable: Contact log, Distribution of Materials (doorhangers and fliers)	165.00	13	2,145.00
Event Planning	Plan meeting - Provide logistics coordination including meeting materials development, agenda, assist with presentation development, comment cards and room set up. Deliverables: Meeting Set up, Agenda, Comment Card, Draft Revised and Final	165.00	17	2,805.00
Faciltation	Facilitation of meeting	165.00	4	660.00
Reporting	Provide meeting summary highlighting public input and meeting photos Deliverable: Meeting Summary Draft	165.00	4	660.00
Meeting Notices	Create flier and yard sign materials for public meeting Deliverables: Meeting Flier and Yard Sign Draft and Final	165.00	11	1,815.00
Spanish Translation	Translation of fact sheet, comment card, meeting announcement flier and yard signs	98.00	5	490.00
Adisa Admin	Provide administrative support related to the project	38.00	12	456.00
Production	Production of materials, traffic management, coordination for print files, set up	98.00	7	686.00

Estimate Total	**$13,569.00 USD**

Terms

Thank you for the opportunity to provide an estimate for your business.

EXHIBIT B

AIA

Highway: Weiss Lane
County: Travis
Project Limits: E. Pecan St. to past Kelly Lane

The work to be performed by the ENGINEER shall consist of providing preliminary and final engineering services for the reconstruction of Weiss lane from E. Pecan St. to past Kelly Lane in Travis County. It is considered that Weiss lane will be reconstructed along the existing centerline.

Task 1: PROJECT MANAGEMENT

The ENGINEER shall:

A. Coordinate the various elements and activities associated with utility engineering and coordination.

B. Submit written monthly Progress Reports to LJA.

C. Provide ongoing quality assurance and quality control to ensure completeness of product and compliance with the City and County procedures.

D. Prepare and submit invoices.

E. Meet with the City as needed.

Task 2: UTILITY ENGINEERING INVESTIGATION

A. Utility Engineering Investigation (currently Subsurface Utility Engineering}. Utility investigations, subsurface and above ground, shall be prepared in accordance with AASHTO standards (ASCE C-1 38-02) and Utility Quality Levels defined in cumulative order (least to greatest) as follows:

1) Quality Level D - Existing Records: Utilities are plotted from review of available existing records.

2) Quality Level C - Surface Visible Feature Survey: Quality Level D information from existing records is correlated with surveyed surface-visible features. Includes Quality Level D information.

3) Quality Level B - Designate: Two-dimensional horizontal mapping. This information is obtained through the application and interpretation of appropriate non-destructive surface geophysical methods. Utility indications

are referenced to established survey control. Incorporates Quality Levels C and D information to produce Quality Level B.

4) Quality Level A - Locate (Test Hole): Three-dimensional mapping and other characterization data. This information is obtained through exposing utility facilities through test holes and measuring and recording (to appropriate survey control) utility and environment data. Incorporates quality levels B, C and D information to produce Quality Level A.

B. The ENGINEER shall perform only Quality Levels C and D utility engineering investigations within the existing right-of-way for Weiss Lane from E. Pecan St. to just past Kelley Ln. Quality Levels A & B are not included in this scope of services.

C. The ENGINEER shall:

1) Collect and review utility data previously mapped and determine what additional data is needed for Quality Level C mapping.

2) Compile "As Built" information from plans, plats and other location data as provided by the utility owners.

3) Coordinate with utility owner when utility owner's policy is to designate their own facilities at no cost for preliminary survey purposes. The ENGINEER shall examine utility owner's work to review for fatal flaws and completeness.

4) Correlate utility owner records with designating data and resolve discrepancies using professional judgment. It is understood by both the ENGINEER and the City that the line sizes of designated utility facilities shown in the plans are from the best available records. All above ground appurtenance locations must be included in the deliverable to the City.

Task 3: UTILITY ENGINEERING COORDINATION

A. This task is for utility engineering and adjustment coordination including the identification of utility conflicts, utility coordination meetings, and resolution of utility conflicts.

B. The Utility Coordinator shall perform utility coordination and liaison activities with involved utility owners, their consultants, and the City to achieve timely project notifications, formal coordination meetings, conflict analysis and resolution.

1) The Utility Coordinator shall coordinate all activities with the City, or their designee, to facilitate the orderly progress and timely completion of the design phase. The Utility Coordinator shall be responsible for the following:

a) Work Plan. Coordinate a work plan including a list of the proposed meetings and coordination activities, and related tasks to be performed and a schedule. The work plan must satisfy the requirements of the project and must be approved by the City prior to commencing work.

b) Initial Project Meeting. Attend an initial meeting and an on-site inspection (when appropriate) to ensure familiarity with existing conditions, project requirements and prepare a written report of the meeting.

c) External Communications. The Utility Coordinator shall coordinate all activities with the City. Also, the Utility Coordinator shall provide the City copies of diaries, correspondence and other documentation of work-related communications between the Utility Coordinator, utility owners and other outside entities when requested.

d) Obtain existing utility permits within the limits of the project.

e) Progress Meetings. The Utility Coordinator shall implement a schedule of periodic meetings with each utility company and owner or owner's representatives for coordination purposes. Such meetings shall be in coordination with each design milestone submittal (60% and 90% only). The Utility Coordinator shall provide and produce meeting minutes of all meetings with said utility companies, owners or owners' representatives within seven (7) business days.

3) The Utility Coordinator shall provide initial project notification letters to all affected utility companies, owners, and other concerned parties, if needed.

4) The City shall provide the Utility Coordinator a Utility Contact List for the project with all information such as: (a) Owner's Name; (b) Contact Person; (c) Telephone Numbers; (d) Emergency Contact Number; (e) E-mail addresses; (f) as well as all pertinent information concerning their respective affected utilities and facilities, including but not limited to: size, number of poles, material, and other information which readily identifies the utilities companies' facilities. The Utility Coordinator shall use the initial Utility Contact List and append it for missing utilities on the project site as needed.

5) The Utility Coordinator shall advise utility companies and owners of the general characteristics of the Project and provide an illustration of the project footprint for mark-up of the utility facility locations that occupy the project area.

C. Utility Conflict Analysis: The Engineer shall develop, maintain and update a utility conflict analysis at project initiation and update it prior to every milestone submittal including the 30%, 60%, 90%, and 100% submittals. Each utility conflict shall be documented by location of conflict (station and offset), utility company name, type of facility, utility owner contact information, nature of

conflict, potential relocation resolution and expected clearance date. The Engineer shall update the list throughout the project cycle with new SUE data and additional information from the various utility owners. This document will be deliverable for use by the project team and utility owners to identify all utility conflicts and provide resolutions as necessary.

D. The Utility Coordinator shall coordinate which utilities will conflict with roadway construction and make the utility company aware of these conflicts. All engineering drawings and permits for any relocation will be prepared by the respective utility company and/or their designated design consultant for processing through the City of Pfluggerville or Travis County.

E. Anticipated utility companies within the project area include:

1. Overhead electric
2. Overhead communication lines
3. Buried telephone
4. Water line
5. Wastewater line
6. Gas pipeline

F. Deliverables

1. Work Plan
2. Utility Owner Contact List
3. Copies of Correspondence, Diaries, and Meeting Notes

SERVICES TO BE PROVIDED BY THE SUBCONSULTANT TO THE ENGINEER

Cox|McLain Environmental Consulting, Inc. (hereafter CMEC), sub-consultant to **LJA Engineering, Inc.** (hereafter the Engineer), will provide environmental consulting services for the proposed reconstruction of Weiss Lane in the City of Pflugerville in Travis County, Texas. CMEC understands the ultimate plan is for Weiss Lane to be six lanes and that the first phases of the project will include the construction of a two-lane roadway to the west of the existing roadway, prior to the removal of the existing roadway. This Scope of Services provides for the preparation of an Environmental Technical memo and an Archeological Survey, both of which will consider the project area for the ultimate six-lane roadway. The Environmental Technical memo is intended to document compliance with environmental regulations that are applicable to a City- and County-funded project; the Archeological Survey will comply with the Antiquities Code of Texas.

A. Investigate Environmental Considerations; Report Preparation

A.1 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 this research will be integrated into an application for a Texas Antiquities Permit to be signed by the City's and/or County's representative(s) and submitted to the THC for each of the project phases.

After a valid permit number is obtained, field investigations will be conducted within proposed pavement/right-of-way. A pedestrian survey, augmented with the excavation of shovel tests, will be performed for the entire alignment. The excavation of mechanical trenches is anticipated at creek crossings based on the deep soils present in the area. All field methods will comply with the requirements of 13 TAC 26, as established by the Council of Texas Archeologists (CTA) and approved by the THC. CMEC assumes that right-of-way acquisition will occur after fieldwork and that collection of artifacts will not be required (collection is required only on public land). As no artifacts are anticipated to be collected, curation of records and photographs only is expected. Records and photographs will be curated at the Center for Archaeological Studies (CAS) at Texas State University in San Marcos, Texas. CMEC will create digital versions of records, therefore the discounted CAS curation rate will apply.

A.2 Water Resources

CMEC will collect data on surface water streams and other existing water resources and 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).

CMEC 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. Any 404 permit preparation would be carried out under an additional scope and budget.

A.3 Biological Resources

CMEC 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 CMEC. Because much of the project area has been previously disturbed, there is a low likelihood for suitable habitat, and no presence/absence surveys are anticipated.

A.4 Hazardous Materials

CMEC will perform an ASTM E1527-compliant database search for potential hazardous materials sites within the proposed project footprint and regulatory radii.

A.5 Environmental Tech Memo Preparation/Comment Response

This task includes the writing and production of a complete environmental technical memorandum, as well as revisions in response to comments from the Engineer, the City of Pflugerville, and Travis County. Only generalized, preliminary mitigation measures will be presented where adverse impacts may potentially occur; detailed mitigation plans are not part of this Scope of Services. This task includes the submittal of five (5) unbound copies of the draft environmental tech memo (the Engineer/City of Pflugerville review) and 5 unbound copies of the revised final tech memo.

B. Assumptions

- All necessary rights-of-entry will be secured by the Engineer/surveyor.
- This scope assumes that no formal public involvement opportunities will be held for the proposed improvements.
- Assumes digital archeological site registration only (discounted fee) and the no paper site form submittals would be required.
- Assumes curation of archeological records only (no artifacts) to CAS at discounted rate (digital versions will be created)
- Assumes that a tech memo (for a project using only local {City} funds) would be adequate, and no NEPA document (TxDOT review) would be required.

C. Exclusions

The following tasks are not covered in this scope of work and may or may not be necessary. If deemed necessary, these tasks could be conducted under a separate or supplemental work authorization.

- Preparation of a NEPA document (CatEx, Environmental Assessment, or EIS);
- Formal Section 10(a) Endangered Species Act consultation, including preparation of a stand-alone Biological Assessment;
- Presence/absence surveys for endangered species;
- Construction phase services, including preparation of Environmental Permits, Issues and Commitments (EPIC) sheets;
- Work extending beyond the specified limits of the project at the time of this work order;
- Any Section 404 permit preparation or agency correspondence;
- Hazardous materials Phase I & Phase II ESAs;
- Reconnaissance or intensive historic structures surveys or assessments of eligibility, or management recommendations for any historic structures;
- Archeological site testing, or data recovery (services beyond a survey-level investigation);
- Participation in any public involvement meeting or activity by CMEC staff; and
- Litigation support.

EXHIBIT B - REL

SCOPE OF WORK

It is our understanding from information provided by LJA Engineering, Inc. (Design Engineer) that the proposed Weiss Lane project will consist of the reconstruction of Weiss Lane from East Pecan Street to Cele Road. The project consists of design and construction of a new pavement structure, drainage, and utility improvements. This project is comprised of approximately 4,300 linear feet within Pflugerville, Texas, and 11,700 linear feet within Travis County, Texas.

The roadway project will be a rural section 2-lane facility with 4'-wide shoulders constructed west of the exiting. The proposed road is expected to be constructed as a flexible pavement structure. Exploratory borings will be included for 2 bridges approximately 80 feet and 300 feet in length.

The scope of work for the geotechnical investigation to be performed by Rodriguez Engineering Laboratories at the above referenced project was reduced from 45 pavement borings to 12 pavement borings. Care must be taken during construction to be sure that if material differs from the material encountered in our investigation more testing must be performed and reevaluation of the recommendations may be necessary. Bore holes will need to be 20 to 25 feet in order to determine PVR values. The scope of work for the geotechnical investigation includes the following:

FIELD SAMPLE COLLECTION:

1. Rodriguez Engineering Laboratories will contact Texas One Call services for utilities location prior to starting any drilling. Selecting boring locations, staking, and legal access to the boring locations will be handled by the Design Engineer. Clearing will be charged at cost of materials plus labor if needed. Borings may need to be extended in cut areas; this will be based on survey data and will need to be determined by the Design Engineer prior to drilling.

2. Obtain soil samples from the areas to be evaluated. Ten borings to a depth of 10 feet, 6 borings to a depth of 20 feet, and four borings to a depth of 60 feet were proposed as follows:

    2.1. Drill twelve borings to a depth of 10 feet along the existing Weiss Lane alignment. A boring log will be recorded for each of these borings to document material field description and thickness of every soil strata.
        2.1.1 Obtain soil samples to determine material properties. Approximately 2 soil samples per every 5 feet of drilling or one soil sample per each type of material.
        2.1.2 Obtain subgrade samples to perform Texas triaxial test, CBR, soluble sulfate content, and lime stabilization effectiveness by pH method.
        2.1.3 The soil samples will be properly sealed and protected from moisture evaporation.
        2.1.4 All borings will be properly backfilled after completion.

    2.3 Drill four borings to a depth of 60 feet for proposed bridge foundations. A boring log will be recorded to document material field description and thickness of every soil strata.
        2.2.1 Obtain soil samples to determine material properties. Approximately two soil samples per every 5 feet of drilling or one soil sample per each type of material.
        2.2.2 Perform a Texas Cone Penetrometer Test (Tex-132-E) per every 5-feet of drilling.
        2.2.3 The soil samples will be properly sealed and protected from moisture evaporation.
        2.2.4 The borings will be properly backfilled after completion.

EXHIBIT B - REL

SCOPE OF WORK

LABORATORY TESTING:

1. A testing program will be conducted on the soil and subgrade samples to aid in classification and evaluation of the engineering properties required for analysis.

2. Each of the estimated 76 soil samples will be tested for the following properties:
   2.1. Determining Moisture Content of Soil Materials (Tex-103-E)
   2.2. Determining Atterberg Limits of Soils (Tex-104, 105, & 106-E)
   2.3. Determining Sieve Analysis of Soils (Tex-110-E)
   2.4. Determining the Amount of Material in Soils Finer than No. 200 Sieve (Tex-111-E)
   2.5. Laboratory Classification of Soils for Engineering Purposes (Tex-142-E)

3. Subgrade samples will be obtained from the project to perform the following tests:
   3.1. Texas Triaxial Test (Tex-117-E), 1 test
   3.2. Determining Lime Stabilization Effectiveness by pH Method (Tex-121-E, Part III), 4 tests
   3.3. Determining Water Soluble Sulfate Content (Tex-145-E), 16 tests
   3.4. Unconfined Compressive Strength of Soils (ASTM D2166), 8 tests
   3.5. Hydrometer Analysis (ASTM D-422) for Scour Analysis, 4 tests

GEOTECHNICAL REPORT:

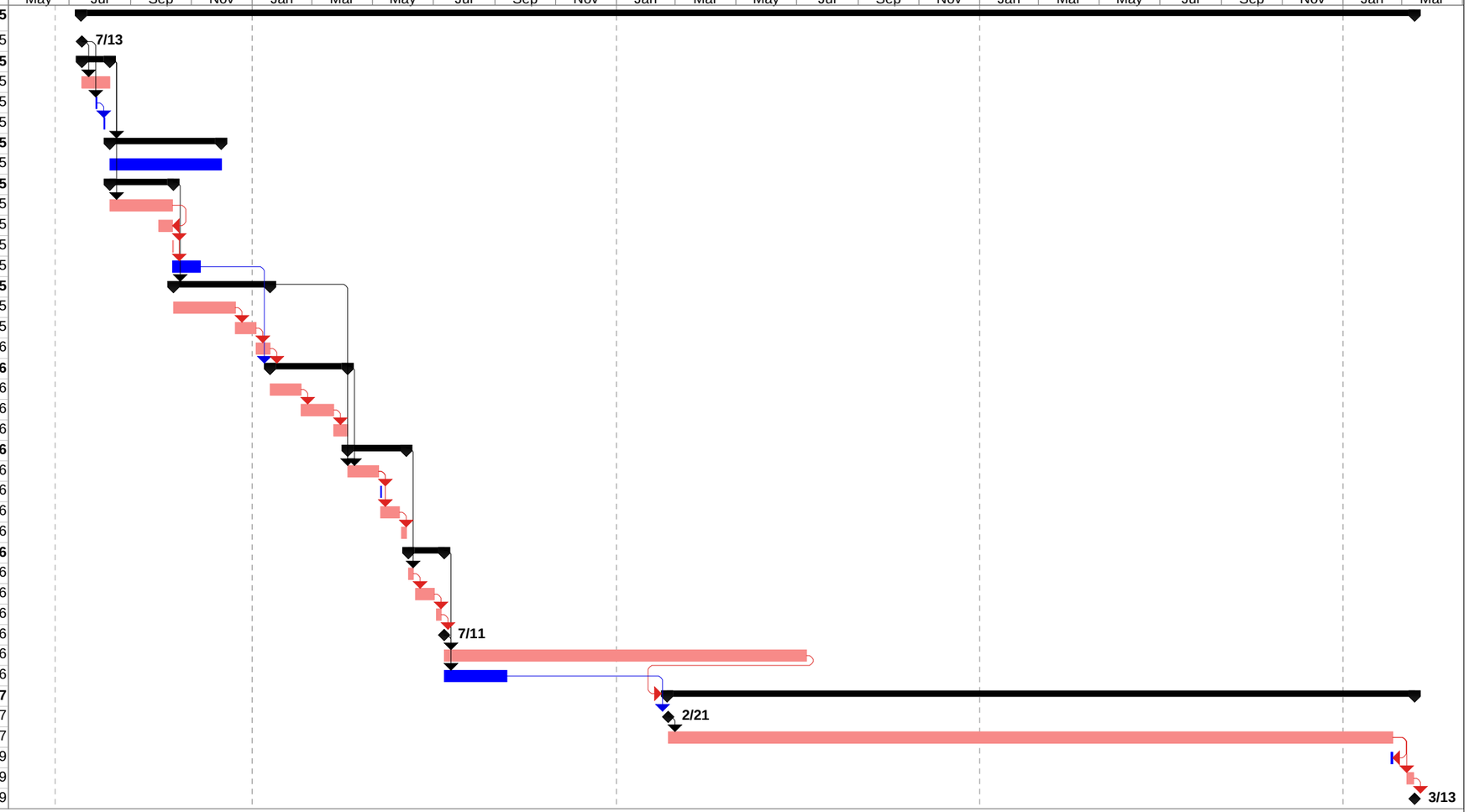
1. The geotechnical investigation report will include the following:

   1.1. A summary of field and laboratory test results will be provided.
   1.2. Three Flexible pavement design recommendations satisfying the requirements of the City of Pflugerville's May 2005 Edition of the Engineering Design Guidelines & Construction Standards, AASHTO Design Criteria, or TxDOT Roadway Design Criteria will be provided. Additional information will be required in order to determine the recommended pavement section. The boring depth will need to be increased in order to determine PVR.
   1.3. Soil stabilization will be recommended if needed.
   1.4. Foundation recommendations for the proposed Bridges will be provided.

Exhibit C

Weiss Lane Roadway Improvements

ID	Task Name	Duration	Start
1	**Weiss Lane**	**958 days**	**Mon 7/13/15**
2	Notice to Proceed	1 day	Mon 7/13/15
3	**Data Collection**	**20 days**	**Tue 7/14/15**
4	Field Survey	20 days	Tue 7/14/15
5	Initial Field Visit	1 day	Tue 7/28/15
6	Design Concept Conference	1 day	Wed 8/5/15
7	**Environmental Studies & Documents**	**80 days**	**Tue 8/11/15**
8	Technical Memorandum	80 days	Tue 8/11/15
9	**Route & Design Studies**	**46 days**	**Tue 8/11/15**
10	Weiss Lane Schematic	45 days	Tue 8/11/15
11	Preliminary Engineering Report	10 days	Tue 9/29/15
12	Public Meeting	1 day	Tue 10/13/15
13	**Geotechnical Investigations**	20 days	Tue 10/13/15
14	**30% PS&E**	**69 days**	**Wed 10/14/15**
15	30% Design	44 days	Wed 10/14/15
16	30% Review City and County	15 days	Tue 12/15/15
17	30% Comment Resolution	10 days	Tue 1/5/16
18	**60% PS&E**	**56 days**	**Tue 1/19/16**
19	60% Design	23 days	Tue 1/19/16
20	60% Review City and County	23 days	Fri 2/19/16
21	60% Comment Resolution	10 days	Wed 3/23/16
22	**90% PS&E**	**43 days**	**Wed 4/6/16**
23	90% Design	23 days	Wed 4/6/16
24	90% TDLR Review	1 day	Mon 5/9/16
25	90% Review City and County	15 days	Mon 5/9/16
26	90% Comment Resolution	5 days	Mon 5/30/16
27	**100 % PS&E**	**26 days**	**Mon 6/6/16**
28	100% Plans	5 days	Mon 6/6/16
29	100% Review City and County	15 days	Mon 6/13/16
30	100% Comment Resolution	5 days	Mon 7/4/16
31	100% Signed and Sealed Plans	1 day	Mon 7/11/16
32	Utility Relocations	260 days	Tue 7/12/16
33	**Bid Phase**	45 days	Tue 7/12/16
34	**Construciton Phase**	**537 days**	**Tue 2/21/17**
35	Construciton NTP	1 day	Tue 2/21/17
36	Constrcution Phase Services	520 days	Wed 2/22/17
37	TDLR Walkthrough and Close Out	2 days	Mon 2/18/19
38	As Built Documents	5 days	Wed 3/6/19
39	Project Close Out	1 day	Wed 3/13/19



Project: Design-Construction Schedule
Date: Wed 6/17/15

Task	External Tasks	Duration-only	External Tasks	Deadline
Split	External Milestone	Manual Summary Rollup	External Milestone	
Milestone	Inactive Milestone	Manual Summary	Critical	
Summary	Inactive Summary	Start-only	Critical Split	
Project Summary	Manual Task	Finish-only	Progress	

EXHIBIT C
FEE SCHEDULE - Design Services for PS&E, Bidding & Construction Phase Services - LUMP SUM
PROJECT NAME: Weiss Lane
PRIME PROVIDER NAME: LJA Engineering, Inc. **Date: 6/17/2015**

WEISS LANE PROJECT

TASK DESCRIPTION	Senior Project Manager	Senior Engineer/ Planner	Project Engineer	E.I.T.	Senior Engineering Tech	CADD Operator	GIS Analyst/ Cartography	GIS Technician	Admin	Total	Number of Sheets	Hours/Sheet
Project Management												
Prepare Project Management Plan	2.0		2.0							4.0	N/A	N/A
Kick-off Meeting with City and County	3.0	3.0								6.0	N/A	N/A
Kick-off Meeting with Team	1.0	1.0	3.0							5.0	N/A	N/A
Email Updates (12)	18.0									18.0	N/A	N/A
Milestone Meetings (Schematic, 30%, 60%, 90%)	8.0		16.0							24.0	N/A	N/A
Prepare Sub Contracts	8.0								4.0	12.0	N/A	N/A
Monthly Progress Reports	12.0								12.0	24.0	N/A	N/A
Monthly Invoices	12.0								12.0	24.0	N/A	N/A
Coordination Meetings	8.0		8.0							16.0	N/A	N/A
Coordination Meeting Exhibits				32.0		32.0				64.0	N/A	N/A
Manage Cox|McLain	8.0									8.0	N/A	N/A
Manage REL	8.0									8.0	N/A	N/A
Manage AIA	16.0									16.0	N/A	N/A
Manage McGray & McGray	8.0									8.0	N/A	N/A
Manage Adisa	8.0									8.0	N/A	N/A
Manage Altura	1.0									1.0	N/A	N/A
Project Schedule		4.0	16.0							20.0	N/A	N/A
Prepare Project Specific QA/QC Plan	1.0	4.0								5.0	N/A	N/A
Document Control					40.0					40.0	N/A	N/A
Prepare Submittals for City and County Oversight Reviews (Sch, 30%, 60%, 90%, 100%)	8.0				16.0					24.0	N/A	N/A
HOURS SUB-TOTALS	130.0	12.0	45.0	32.0	56.0	32.0	0.0	0.0	28.0	335.0		
LABOR RATE PER HOUR	$215	$175	$145	$130	$110	$80	$110	$95	$70			
SUBTOTAL	$27,950	$2,100	$6,525	$4,160	$6,160	$2,560	$0	$0	$1,960	$51,415		

TASK DESCRIPTION	Senior Project Manager	Senior Engineer/ Planner	Project Engineer	E.I.T.	Senior Engineering Tech	CADD Operator	GIS Analyst/ Cartography	GIS Technician	Admin	Total	Number of Sheets	Hours/Sheet
Bridge Hydrology & Hydraulics - Interim 2 Lane Roadway												
Obtain existing records				4.0						4.0	N/A	N/A
Site Visits (2)			8.0	8.0						16.0	N/A	N/A
Analyze 2 FEMA Floodplain - For Interim Design Only											N/A	N/A
Coordinate with FEMA Floodplain Administrator			1.0							1.0	N/A	N/A
Unnamed Tributary to Unnamed Tributary of Wilbarger Creek											N/A	N/A
Obtain existing hydrology and hydraulic models			2.0							2.0	N/A	N/A
Obtain Dam Information to establish boundary condition			2.0							2.0	N/A	N/A
Verify peak flow values			4.0	8.0						12.0	N/A	N/A
Update current models to existing condition			12.0	40.0						52.0	N/A	N/A
Create proposed condition model for Interim Condition		4.0	24.0	32.0						60.0	N/A	N/A
Analyze results and determine any mitigation required for interim condition		2.0	8.0	16.0						26.0	N/A	N/A
Perform Scour Analysis (HEC-RAS)			4.0							4.0	N/A	N/A
Create Scour Envelope for 60% Bridge Layouts			1.0			2.0				3.0	N/A	N/A
Develop Stream Protection Plans			4.0			8.0				12.0	N/A	N/A
Unnamed Tributary to Wilbarger Creek											N/A	N/A
Obtain existing hydrology and hydraulic models			2.0							2.0	N/A	N/A
Verify peak flow values			4.0	8.0						12.0	N/A	N/A
Update current models to existing condition			12.0	40.0						52.0	N/A	N/A
Create proposed condition model for Interim Condition		4.0	24.0	32.0						60.0	N/A	N/A
Analyze results and determine any mitigation required for interim condition		8.0	16.0	16.0						40.0	N/A	N/A
Perform Scour Analysis (HEC-RAS)			4.0							4.0	N/A	N/A
Create Scour Envelope for 60% Bridge Layouts			1.0			2.0				3.0	N/A	N/A
Develop Stream Protection Plans			4.0			8.0				12.0	N/A	N/A
Preliminary Drainage Report including floodplain report		8.0	24.0	40.0						72.0	N/A	N/A
Report Exhibits				16.0			16.0			32.0	N/A	N/A
Respond to City & Travis County Comments			8.0	16.0		16.0				40.0	N/A	N/A
HOURS SUB-TOTALS	0.0	26.0	169.0	276.0	0.0	36.0	16.0	0.0	0.0	523.0		
LABOR RATE PER HOUR	$215	$175	$145	$130	$110	$80	$110	$95	$70			
SUBTOTAL	$0	$4,550	$24,505	$35,880	$0	$2,880	$1,760	$0	$0	$69,575		

WEISS LANE - LUMP SUM FEE ESTIMATE

TASK DESCRIPTION		Senior Project Manager	Senior Engineer/ Planner	Project Engineer	E.I.T.	Senior Engineering Tech	CADD Operator	GIS Analyst/ Cartography	GIS Technician	Admin	Total	Number of Sheets	Hours/Sheet
Route & Design Study - 2 Lane													
	Develop Interim Typical Sections			1.0	8.0						9.0	N/A	N/A
	Create Interim Horizontal Alignment			1.0	8.0						9.0	N/A	N/A
	Create Interim Vertical Alignment			4.0	16.0						20.0	N/A	N/A
	Create Interim Cross Sections			4.0	40.0						44.0	N/A	N/A
	Determine Preliminary Retaining Walls Locations for Interim Schematic				8.0	4.0					12.0	N/A	N/A
	Interim Schematic Sheet	4.0		24.0	40.0		40.0				108.0	N/A	N/A
	QA/QC Schematic Sheet	4.0	16.0								20.0	N/A	N/A
	Respond to City & Travis County Comments			8.0	40.0		40.0				88.0	N/A	N/A
	Interim Cost Estimate			4.0	8.0						12.0	N/A	N/A
HOURS SUB-TOTALS		8.0	16.0	46.0	168.0	4.0	80.0	0.0	0.0	0.0	322.0		
LABOR RATE PER HOUR		$215	$175	$145	$130	$110	$80	$110	$95	$70			
SUBTOTAL		$1,720	$2,800	$6,670	$21,840	$440	$6,400	$0	$0	$0	$39,870		

TASK DESCRIPTION		Senior Project Manager	Senior Engineer/ Planner	Project Engineer	E.I.T.	Senior Engineering Tech	CADD Operator	GIS Analyst/ Cartography	GIS Technician	Admin	Total	Number of Sheets	Hours/Sheet
Preliminary Drainage - 2 Lane													
	Delineate offsite drainage areas			4.0	16.0			4.0	4.0		28.0	N/A	N/A
	Delineate internal drainage areas			4.0	16.0						20.0	N/A	N/A
	Determine existing and future land use values			1.0	8.0		4.0				13.0	N/A	N/A
	Determine Time of Concentration			1.0	8.0						9.0	N/A	N/A
	Create hydrologic models & Calculate peak flows			8.0	24.0						32.0	N/A	N/A
	Locate and size cross culverts			8.0	16.0						24.0	N/A	N/A
	Perform preliminary ditch design			24.0	80.0		80.0				184.0	N/A	N/A
HOURS SUB-TOTALS		0.0	0.0	50.0	168.0	0.0	84.0	4.0	4.0	0.0	310.0		
LABOR RATE PER HOUR		$215	$175	$145	$130	$110	$80	$110	$95	$70			
SUBTOTAL		$0	$0	$7,250	$21,840	$0	$6,720	$440	$380	$0	$36,630		

TASK DESCRIPTION		Senior Project Manager	Senior Engineer/ Planner	Project Engineer	E.I.T.	Senior Engineering Tech	CADD Operator	GIS Analyst/ Cartography	GIS Technician	Admin	Total	Number of Sheets	Hours/Sheet
Topographical Survey													
	Design Survey - **See McGray & McGray Scope & Fee**											N/A	N/A
	ROW Mapping - **See McGray & McGray Scope & Fee**											N/A	N/A
	Acquisition Survey - **See McGray & McGray Scope & Fee**											N/A	N/A

TASK DESCRIPTION		Senior Project Manager	Senior Engineer/ Planner	Project Engineer	E.I.T.	Senior Engineering Tech	CADD Operator	GIS Analyst/ Cartography	GIS Technician	Admin	Total	Number of Sheets	Hours/Sheet
Public Involvement													
	Develop Exhibits for Open House Meeting (1 meeting)			8.0	24.0		40.0				72.0	N/A	N/A
	Attend Open House and Present Findings	4.0	4.0								8.0	N/A	N/A
	Coordinate Open House Meetings, Signs, Fliers, Etc. - **SEE ADISA TAB**											N/A	N/A
HOURS SUB-TOTALS		4.0	4.0	8.0	24.0	0.0	40.0	0.0	0.0	0.0	80.0		
LABOR RATE PER HOUR		$215	$175	$145	$130	$110	$80	$110	$95	$70			
SUBTOTAL		$860	$700	$1,160	$3,120	$0	$3,200	$0	$0	$0	$9,040		

TASK DESCRIPTION		Senior Project Manager	Senior Engineer/ Planner	Project Engineer	E.I.T.	Senior Engineering Tech	CADD Operator	GIS Analyst/ Cartography	GIS Technician	Admin	Total	Number of Sheets	Hours/Sheet
Utilities													
	Utility Coordination - **SEE AIA TAB**											N/A	N/A
	Attend Utility Coordination Meetings - 60% Meeting	4.0		4.0							8.0	N/A	N/A
	Attend Utility Coordination Meetings - 90% Meeting	4.0		4.0							8.0	N/A	N/A
HOURS SUB-TOTALS		8.0	0.0	8.0	0.0	0.0	0.0	0.0	0.0	0.0	16.0		
LABOR RATE PER HOUR		$215	$175	$145	$130	$110	$80	$110	$95	$70			
SUBTOTAL		$1,720	$0	$1,160	$0	$0	$0	$0	$0	$0	$2,880		

TASK DESCRIPTION		Senior Project Manager	Senior Engineer/ Planner	Project Engineer	E.I.T.	Senior Engineering Tech	CADD Operator	GIS Analyst/ Cartography	GIS Technician	Admin	Total	Number of Sheets	Hours/Sheet
Specialty Services													
	ENV DOCUMENT - S**EE CMEC TAB**											N/A	N/A
	GeoTch Engineering - **SEE REL TAB**											N/A	N/A

TASK DESCRIPTION		Senior Project Manager	Senior Engineer/ Planner	Project Engineer	E.I.T.	Senior Engineering Tech	CADD Operator	GIS Analyst/ Cartography	GIS Technician	Admin	Total	Number of Sheets	Hours/Sheet
PS&E Roadway													
	Title Sheet				8.0		8.0				16.0	1.0	16.0
	Index Sheet				2.0		4.0				6.0	1.0	6.0
	Project Layouts Sheets			8.0	16.0		16.0				40.0	3.0	13.3
	Typical Sections Sheets			2.0	16.0	8.0					26.0	2.0	13.0
	TCP Sheets			32.0	160.0		160.0				352.0	17.0	20.7
	Horizontal Alignment Sheets				4.0		8.0				12.0	1.0	12.0
	Roadway Plan and Profile			16.0	80.0		80.0				176.0	14.0	12.6
	Cross Sections				8.0	40.0					48.0	32.0	1.5
	Earthwork Sheet				4.0	8.0					12.0	1.0	12.0
	Quantity Summaries				8.0		4.0				12.0	1.0	12.0
	Standards				4.0		4.0				8.0		
HOURS SUB-TOTALS		0.0	0.0	58.0	310.0	56.0	284.0	0.0	0.0	0.0	708.0		
LABOR RATE PER HOUR		$215	$175	$145	$130	$110	$80	$110	$95	$70			
SUBTOTAL		$0	$0	$8,410	$40,300	$6,160	$22,720	$0	$0	$0	$77,590		

TASK DESCRIPTION	Senior Project Manager	Senior Engineer/ Planner	Project Engineer	E.I.T.	Senior Engineering Tech	CADD Operator	GIS Analyst/ Cartography	GIS Technician	Admin	Total	Number of Sheets	Hours/Sheet
PS&E Drainage												
External Drainage Area Sheets			4.0	16.0		16.0				36.0	2.0	18.0
Internal Drainage Area Sheets			8.0	40.0		40.0				88.0	14.0	6.3
Culvert Cross Sections				2.0	8.0					10.0		
Culvert Layout Sheets			4.0	16.0		8.0				28.0	1.0	28.0
Ditch Sheets			8.0	60.0		60.0				128.0	14.0	9.1
Quantity Summaries				4.0		4.0				8.0	1.0	8.0
Standards				4.0		4.0				8.0		
HOURS SUB-TOTALS	0.0	0.0	24.0	142.0	8.0	132.0	0.0	0.0	0.0	306.0		
LABOR RATE PER HOUR	$215	$175	$145	$130	$110	$80	$110	$95	$70			
SUBTOTAL	$0	$0	$3,480	$18,460	$880	$10,560	$0	$0	$0	$33,380		

TASK DESCRIPTION	Senior Project Manager	Senior Engineer/ Planner	Project Engineer	E.I.T.	Senior Engineering Tech	CADD Operator	GIS Analyst/ Cartography	GIS Technician	Admin	Total	Number of Sheets	Hours/Sheet
PS&E Erosion Control												
Erosion Control Sheets			24.0	40.0		40.0				104.0	15.0	6.9
EPIC Sheet			1.0	8.0						9.0	1.0	9.0
SW3P Sheet			1.0	8.0						9.0	1.0	9.0
Standards				4.0		4.0				8.0		
HOURS SUB-TOTALS	0.0	0.0	26.0	60.0	0.0	44.0	0.0	0.0	0.0	130.0		
LABOR RATE PER HOUR	$215	$175	$145	$130	$110	$80	$110	$95	$70			
SUBTOTAL	$0	$0	$3,770	$7,800	$0	$3,520	$0	$0	$0	$15,090		

TASK DESCRIPTION	Senior Project Manager	Senior Engineer/ Planner	Project Engineer	E.I.T.	Senior Engineering Tech	CADD Operator	GIS Analyst/ Cartography	GIS Technician	Admin	Total	Number of Sheets	Hours/Sheet
PS&E Signage & Pavement Markings												
Signage Sheets			8.0	24.0		40.0				72.0	15.0	4.8
Pavement Marking Sheets			8.0	16.0		24.0				48.0	14.0	3.4
Standards				4.0		4.0				8.0		
HOURS SUB-TOTALS	0.0	0.0	16.0	44.0	0.0	68.0	0.0	0.0	0.0	128.0		
LABOR RATE PER HOUR	$215	$175	$145	$130	$110	$80	$110	$95	$70			
SUBTOTAL	$0	$0	$2,320	$5,720	$0	$5,440	$0	$0	$0	$13,480		

TASK DESCRIPTION	Senior Project Manager	Senior Engineer/ Planner	Project Engineer	E.I.T.	Senior Engineering Tech	CADD Operator	GIS Analyst/ Cartography	GIS Technician	Admin	Total	Number of Sheets	Hours/Sheet
PS&E Traffic Signal Conduit Design												
Signal Conduit Design and Sheets at Pecan			2.0	4.0		2.0				8.0	1.0	8.0
Signal Conduit Design and Sheets at East Pflugerville Parkway			2.0	4.0		2.0				8.0	1.0	8.0
Signal Conduit Design and Sheets at Hidden Oaks			2.0	4.0		2.0				8.0	1.0	8.0
Signal Conduit Design and Sheets Kelly Lane			2.0	4.0		2.0				8.0	1.0	8.0
HOURS SUB-TOTALS	0.0	0.0	8.0	16.0	0.0	8.0	0.0	0.0	0.0	32.0		
LABOR RATE PER HOUR	$215	$175	$145	$130	$110	$80	$110	$95	$70			
SUBTOTAL	$0	$0	$1,160	$2,080	$0	$640	$0	$0	$0	$3,880		

TASK DESCRIPTION	Senior Project Manager	Senior Engineer/ Planner	Project Engineer	E.I.T.	Senior Engineering Tech	CADD Operator	GIS Analyst/ Cartography	GIS Technician	Admin	Total	Number of Sheets	Hours/Sheet
PS&E Retaining Wall												
Ret Wall Design & Sheets			16.0	80.0		80.0				176.0	12.0	14.7
Standards				4.0		4.0				8.0		
HOURS SUB-TOTALS	0.0	0.0	16.0	84.0	0.0	84.0	0.0	0.0	0.0	184.0		
LABOR RATE PER HOUR	$215	$175	$145	$130	$110	$80	$110	$95	$70			
SUBTOTAL	$0	$0	$2,320	$10,920	$0	$6,720	$0	$0	$0	$19,960		

TASK DESCRIPTION		Senior Project Manager	Senior Engineer/ Planner	Project Engineer	E.I.T.	Senior Engineering Tech	CADD Operator	GIS Analyst/ Cartography	GIS Technician	Admin	Total	Number of Sheets	Hours/Sheet
PS&E Bridge Design													
	Bridge Layouts - Unnamed Trib to Unnamed Trib to Wilbarger Ck (80 ft span)												
	Bridge Layout	2.0	12.0		40.0	40.0					94.0	1.0	50.0
	Typical Section		1.0		4.0	6.0					11.0	1.0	50.0
	Bridge Layouts - Unnamed Tributary to Wilbarger Ck (3 - 100 ft spans)												
	Bridge Layout	2.0	24.0		40.0	80.0					146.0	1.0	40.0
	Typical Section		1.0		4.0	6.0					11.0	1.0	9.0
	Bridge Design - Unnamed Trib to Unnamed Trib to Wilbarger Ck (80 ft span)												
	Estimated Quantities and Bearing Seat Elevations	1.0	8.0		20.0	20.0					49.0	1.0	39.0
	Abutment No. 1 Plan and Elevation	1.0	6.0		14.0	14.0					35.0	1.0	39.0
	Abutment No. 2 Plan and Elevation		4.0		10.0	10.0					24.0	1.0	24.0
	Abutment Details		4.0		8.0	12.0					24.0	1.0	24.0
	Girder Layout	1.0	6.0		12.0	16.0					35.0	1.0	41.0
	Slab Plan and Section	1.0	4.0		16.0	8.0					29.0	1.0	35.0
	Prestressed Concrete I-Girder Designs	2.0	12.0		16.0						30.0	1.0	29.0
	Bridge Design - Unnamed Tributary to Wilbarger Ck (3 - 100 ft spans)												
	Estimated Quantities and Bearing Seat Elevations	1.0	10.0		24.0	40.0					75.0	1.0	43.0
	Abutment No. 1 Plan and Elevation	1.0	6.0		16.0	24.0					47.0	1.0	39.0
	Abutment No. 4 Plan and Elevation		4.0		16.0	16.0					36.0	1.0	24.0
	Abutment Details		4.0		16.0	16.0					36.0	1.0	24.0
	Interior Bent No. 2 Plan and Elevation	1.0	6.0		32.0	32.0					71.0	1.0	39.0
	Interior Bent No. 3 Plan and Elevation		4.0		24.0	24.0					52.0	1.0	28.0
	Girder Layout	1.0	4.0		40.0	24.0					69.0	1.0	49.0
	Slab Plan and Section	1.0	6.0		28.0	28.0					63.0	1.0	41.0
	Prestressed Concrete I-Girder Designs	1.0	6.0		40.0	40.0					87.0	1.0	35.0
	TxDOT Bridge Standard Details	1.0	2.0		16.0	16.0					35.0	15.0	1.3
HOURS SUB-TOTALS		17.0	134.0	0.0	436.0	472.0	0.0	0.0	0.0	0.0	1059.0		
LABOR RATE PER HOUR		$215	$175	$145	$130	$110	$80	$110	$95	$70			
SUBTOTAL		$3,655	$23,450	$0	$56,680	$51,920	$0	$0	$0	$0	$135,705		

TASK DESCRIPTION		Senior Project Manager	Senior Engineer/ Planner	Project Engineer	E.I.T.	Senior Engineering Tech	CADD Operator	GIS Analyst/ Cartography	GIS Technician	Admin	Total	Number of Sheets	Hours/Sheet
Milestone Comment Resolution													
	QA/QC Schematic	8.0	24.0								32.0	N/A	N/A
	QA/QC 60%	8.0	24.0								32.0	N/A	N/A
	QA/QC 90%	8.0	24.0								32.0	N/A	N/A
	QA/QC 100%	8.0	24.0								32.0	N/A	N/A
	Respond to city/county comments Schematic			24.0	40.0		40.0				104.0	N/A	N/A
	Respond to city/county comments 60%			16.0	24.0		24.0				64.0	N/A	N/A
	Respond to city/county comments 90%			8.0	16.0		16.0				40.0	N/A	N/A
	Respond to city/county comments 100%			8.0	8.0		8.0				24.0	N/A	N/A
HOURS SUB-TOTALS		32.0	96.0	56.0	88.0	0.0	88.0	0.0	0.0	0.0	360.0		
LABOR RATE PER HOUR		$215	$175	$145	$130	$110	$80	$110	$95	$70			
SUBTOTAL		$6,880	$16,800	$8,120	$11,440	$0	$7,040	$0	$0	$0	$50,280		

WEISS LANE - LUMP SUM FEE ESTIMATE

TASK DESCRIPTION	Senior Project Manager	Senior Engineer/ Planner	Project Engineer	E.I.T.	Senior Engineering Tech	CADD Operator	GIS Analyst/ Cartography	GIS Technician	Admin	Total Cost Task
Project Management	130.0	12.0	45.0	32.0	56.0	32.0	0.0	0.0	28.0	$49,455
Bridge Hydrology & Hydraulics - Interim 2 Lane Roadway	0.0	26.0	169.0	276.0	0.0	36.0	16.0	0.0	0.0	$69,575
Preliminary Drainage	0.0	0.0	50.0	168.0	0.0	84.0	4.0	4.0	0.0	$36,630
Route & Design Study	8.0	16.0	46.0	168.0	4.0	80.0	0.0	0.0	0.0	$39,870
Topographical Survey	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	$0
Public Involvement	4.0	4.0	8.0	24.0	0.0	40.0	0.0	0.0	0.0	$9,040
Utilities	8.0	0.0	8.0	0.0	0.0	0.0	0.0	0.0	0.0	$2,880
Specialty Services	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	$0
Roadway	0.0	0.0	58.0	310.0	56.0	284.0	0.0	0.0	0.0	$77,590
Drainage	0.0	0.0	24.0	142.0	8.0	132.0	0.0	0.0	0.0	$33,380
Erosion Control	0.0	0.0	26.0	60.0	0.0	44.0	0.0	0.0	0.0	$15,090
Signage & Pavement Markings	0.0	0.0	16.0	44.0	0.0	68.0	0.0	0.0	0.0	$13,480
Traffic Signal Conduit Design	0.0	0.0	8.0	16.0	0.0	8.0	0.0	0.0	0.0	$3,880
Retaining Wall Sheets	0.0	0.0	16.0	84.0	0.0	84.0	0.0	0.0	0.0	$19,960
Bridge Design	17.0	134.0	0.0	436.0	472.0	0.0	0.0	0.0	0.0	$135,705
Milestone Comment Resolution	32.0	96.0	56.0	88.0	0.0	88.0	0.0	0.0	0.0	$50,280
SUBTOTAL LABOR EXPENSES	199	288	530	1,848	596	980	20	4	28	**$556,815**
DIRECT EXPENSES	Rate	Quantity	Cost							
Meals	$36.00	12	$432.00							$432
Mileage	$0.58	1440	$828.00							$828
Courier Services (Deliveries)	$30.00	3	$90.00							$90
CADD Plotting (per SQ/FT)	$1.50	240	$360.00							$360
Photocopies B/W (8.5 X 11)	$0.10	600	$60.00							$60
Photocopies B/W (11 X 17)	$0.15	2500	$375.00							$375
Photocopies Color (8 X 10)	$0.75	50	$37.50							$38
Photocopies Color (11 X 17)	$1.00	50	$50.00							$50
Plots (Color on Bond)	$2.00	200	$400.00							$400
Court Reporter	$500.00	1	$500.00							$500
SUBTOTAL DIRECT EXPENSES			$3,132.50							$3,133
LJA ENGINEERING, INC. TOTAL										**$3,132.50**
Milestone Comment Resolution										
PUBLIC INVOLVEMENT (ADISA)										**$13,569.00**
SURVEY (MCGRAY & MCGRAY)										**$98,122.00**
ENVIRONMENTAL (COX|McLAIN)										**$29,231.21**
UTILITY COORDINATION (AIA)										**$107,306.24**
GEOTECHNICAL (REL)										**$44,111.00**
TOTAL - SUB CONSULTANTS:										**$292,339.45**
GRAND TOTAL										**$852,286.95**