

**PROFESSIONAL SERVICES AGREEMENT
FOR
FM 685 NBSR & SBSR at Kelly Lane**

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, and **LJA Engineering, Inc.** (“Consultant”), both of which may be referred to herein singularly as “Party” or 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.

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

II. TERM

2.1 This agreement shall become effective upon execution by the City and shall remain in effect until satisfactory completion of the Scope of Work unless terminated as provided for in this Agreement.

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 AND PROJECT SCHEDULE

Consultant agrees to provide the services described in this Article III entitled Scope of Services and Project Schedule in exchange for the compensation described in Article IV. Compensation. Scope of Services and Project Schedule are detailed in **Attachment 1** which are incorporated by reference as if written and copied herein.

All work performed by Consultant hereunder shall be performed to the satisfaction of the City Manager. The determination made by City Manager 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. 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; however, City shall have no obligation to terminate and

may withhold payment for any unsatisfactory work, as stated herein, even should City elect not to terminate.

IV. COMPENSATION TO CONSULTANT

4.1 In consideration of Consultant's performance in a satisfactory and efficient manner, as determined solely by City Manager, of all services and activities set forth in this Agreement, City agrees to pay Consultant an amount not to exceed three hundred forty-six thousand, sixty-nine dollars and thirty-seven cents (**\$346,069.37**) as total compensation, to be paid to Consultant as further detailed in **Attachment 1**.

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

4.3 Final acceptance of work products and services require written approval by City. The approval official shall be the City Manager. Payment will be made to Consultant following written approval of the final work products and services by the City Manager. City shall not be obligated or liable under this Agreement to any party, other than Consultant, for the payment of any monies or the provision of any goods or services.

V. OWNERSHIP OF DOCUMENTS

5.1 Any and all writings, documents or information in whatsoever form and character produced by Consultant pursuant to the provisions of this Agreement is the exclusive property of City; and no such writing, document or information shall be the subject of any copyright or proprietary claim by Consultant.

5.2 Consultant understands and acknowledges that as the exclusive owner of any and all such writings, documents and information, City has the right to use all such writings, documents and information as City desires, without restriction. Any use of such writings, documents and information on extensions of this project or on any other project without specific adaptation by Consultant shall be at the City's sole risk and without liability to the Consultant.

VI. RECORDS RETENTION

6.1 Consultant and its subcontractors, if any, shall properly, accurately and completely maintain all documents, papers, and records, and other evidence pertaining to the services rendered hereunder (hereafter referred to as "documents"), and shall make such materials available to the City at their respective offices, at all reasonable times and as often as City may deem necessary during the Agreement period, including any extension or renewal hereof, and the record retention period established herein, for purposes of audit, inspection, examination, and making excerpts or copies of same by City and any of its authorized representatives.

6.2 Consultant shall retain any and all documents produced as a result of services provided hereunder for a period of four (4) years (hereafter referred to as "retention period") from the date of termination of the Agreement. If, at the end of the retention period, there is litigation or other questions arising from, involving or concerning this documentation or the services provided hereunder, Consultant shall retain the records until the resolution of such litigation or other such

questions. Consultant acknowledges and agrees that City shall have access to any and all such documents at any and all times, as deemed necessary by City, during said retention period. City may, at its election, require Consultant to return said documents to City prior to or at the conclusion of said retention.

6.3 Consultant shall notify City, immediately, in the event Consultant receives any requests for information from a third party, which pertain to the documentation and records referenced herein. Consultant understands and agrees that City will process and handle all such requests.

VII. TERMINATION

7.1 For purposes of this Agreement, "termination" of this Agreement shall mean termination by expiration of the Agreement term as stated in Article II. Term, or earlier termination pursuant to any of the provisions hereof.

7.2 *Termination Without Cause.* This Agreement may be terminated by either Party upon 15 calendar days' written notice, which notice shall be provided in accordance with Article VIII. Notice.

7.3 *Termination For Cause.* Upon written notice, which notice shall be provided in accordance with Article VIII. Notice, City may terminate this Agreement as of the date provided in the notice, in whole or in part, upon the occurrence of one (1) or more of the following events, each of which shall constitute an Event for Cause under this Agreement:

7.3.1 The sale, transfer, pledge, conveyance or assignment of this Agreement without prior approval, as provided in Article XII. Assignment and Subcontracting.

7.4 *Defaults With Opportunity for Cure.* Should Consultant default in the performance of this Agreement in a manner stated in this section 7.4 below, same shall be considered an event of default. City shall deliver written notice of said default specifying such matter(s) in default. Consultant shall have fifteen (15) calendar days after receipt of the written notice, in accordance with Article VIII. Notice, to cure such default. If Consultant fails to cure the default within such fifteen-day cure period, City shall have the right, without further notice, to terminate this Agreement in whole or in part as City deems appropriate, and to contract with another consultant to complete the work required in this Agreement. City shall also have the right to offset the cost of said new Agreement with a new consultant against Consultant's future or unpaid invoice(s), subject to the duty on the part of City to mitigate its losses to the extent required by law.

7.4.1 Bankruptcy or selling substantially all of company's assets

7.4.2 Failing to perform or failing to comply with any covenant herein required

7.4.3 Performing unsatisfactorily

7.5 *Termination By Law.* If any state or federal law or regulation is enacted or promulgated which prohibits the performance of any of the duties herein, or, if any law is interpreted to prohibit such performance, this Agreement shall automatically terminate as of the effective date of such prohibition.

7.6 Regardless of how this Agreement is terminated, Consultant shall affect an orderly transfer to City or to such person(s) or firm(s) as the City may designate, at no additional cost to City, all completed or partially completed documents, papers, records, charts, reports, and any

other materials or information produced as a result of or pertaining to the services rendered by Consultant, or provided to Consultant, hereunder, regardless of storage medium, if so requested by City, or shall otherwise be retained by Consultant in accordance with Article VI. Records Retention. Any record transfer shall be completed within thirty (30) calendar days of a written request by City and shall be completed at Consultant's sole cost and expense. Payment of compensation due or to become due to Consultant is conditioned upon delivery of all such documents, if requested.

7.7 Within forty-five (45) calendar days of the effective date of completion, or termination or expiration of this Agreement, Consultant shall submit to City its claims, in detail, for the monies owed by City for services performed under this Agreement through the effective date of termination. Failure by Consultant to submit its claims within said forty-five (45) calendar days shall negate any liability on the part of City and constitute a **Waiver** by Consultant of any and all right or claims to collect monies that Consultant may rightfully be otherwise entitled to for services performed pursuant to this Agreement.

7.8 Upon the effective date of expiration or termination of this Agreement, Consultant shall cease all operations of work being performed by Consultant or any of its subcontractors pursuant to this Agreement.

7.9 *Termination not sole remedy.* In no event shall City's action of terminating this Agreement, whether for cause or otherwise, be deemed an election of City's remedies, nor shall such termination limit, in any way, at law or at equity, City's right to seek damages from or otherwise pursue Consultant for any default hereunder or other action.

VIII. NOTICE

Except where the terms of this Agreement expressly provide otherwise, any election, notice or communication required or permitted to be given under this Agreement shall be in writing and deemed to have been duly given if and when delivered personally (with receipt acknowledged), or three (3) days after depositing same in the U.S. mail, first class, with proper postage prepaid, or upon receipt if sending the same by certified mail, return receipt requested, or upon receipt when sent by a commercial courier service (such as Federal Express or DHL Worldwide Express) for expedited delivery to be confirmed in writing by such courier, at the addresses set forth below or to such other address as either Party may from time to time designate in writing.

If intended for City, to: City of Pflugerville
Attn: Patricia A. Davis, MSCE, PE
City Engineer
P.O. Box 589
Pflugerville, Texas 78660

If intended for Consultant, to: LJA Engineering, Inc.
Attn: Ken Schrock, P.E.,
Senior Vice President
2700 La Frontera Blvd. Suite 150
Round Rock, Texas 78681

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 “**FM 685/Kelly Lane**” 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

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

Questions regarding this insurance should be directed to the City of Pflugerville (512) 990-6100. A contract will not be issued without evidence of Insurance. City 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 INDEMNIFY 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 for damages caused by or resulting from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by the CONSULTANT or the CONSULTANT’s agent, CONSULTANT under contract, or another entity over which the CONSULTANT exercises control. Such 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 elected officials, employees, officers, directors, volunteers and representatives, in instances where such negligence causes personal injury, death, or property damage. In no event shall the indemnification obligation extend beyond the date with when the institution of legal or equitable proceedings for the professional negligence would be barred by any applicable statute of repose or statute of limitations.

10.2 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.

10.3 Duty to Defend – Consultant covenants and agrees to hold a DUTY TO DEFEND the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually and collectively, from and against any and all claims, liens, proceedings, actions or causes of action, other than claims based wholly or partly on the negligence of, fault of, or breach of contract by the CITY, the CITY’S agent, the CITY’S employee or other entity, excluding the CONSULTANT or the CONSULTANT’S agent, employee or sub-consultant, over which the CITY exercises control. CONSULTANT is required under this provision and fully satisfies this provision by naming the CITY and those representatives listed above as additional insured under the CONSULTANT’S general liability insurance policy and providing any defense provided by the policy upon demand by CITY.

10.4 CONSULTANT is required to perform services to the City under the standard of care provided for in Texas Local Government Code § 271.904 (d)(1-2).

10.5 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.

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

XI. ASSIGNMENT AND SUBCONTRACTING

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

11.2 It is City's understanding and this Agreement is made in reliance thereon, that Consultant intends to use the following subcontractors in the performance of this Agreement: Blanton & Associates, Inc. Any deviation from this subcontractor list, whether in the form of deletions, additions or substitutions shall be approved by City 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.

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 will comply with the City’s Ethics Code.

13.3 Certificate of Interested Parties (TEC Form 1295). For contracts needing City Council approval, or any subsequent changes thereto requiring City Council approval, the City may not accept or enter into a contract until it has received from the Consultant a completed, signed, and notarized TEC Form 1295 complete with a certificate number assigned by the Texas Ethics Commission (“TEC”), pursuant to Texas Government Code § 2252.908 and the rules promulgated thereunder by the TEC. The Consultant understands that failure to provide said form complete with a certificate number assigned by the TEC may prohibit the City from entering into this Agreement. Pursuant to the rules prescribed by the TEC, the TEC Form 1295 must be completed online through the TEC’s website, assigned a certificate number, printed, signed and notarized, and provided to the City. The TEC Form 1295 must be provided to the City prior to the award of the contract. The City does not have the ability to verify the information included in a TEC Form 1295, and does not have an obligation or undertake responsibility for advising Consultant with respect to the proper completion of the TEC Form 1295.

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, if applicable, subject to formal approval by the City Council.

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 Venue for any legal action or proceeding brought or maintained, directly or indirectly, as a result of this Agreement shall be heard and determined in a court of competent jurisdiction in 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 incorporated herein for all purposes:

Attachment 1 - Scope of Services, including Project Description/Scope of Services; Fee Summary for Professional Services and Proposed Project Schedule

XXIV. ENTIRE AGREEMENT

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

XXV. MISCELLANEOUS CITY CODE PROVISIONS

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

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

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

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

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

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

25.6 Texas Government Code Mandatory Provision. When applicable, the City may not enter into a contract with a company for goods and services unless the contract contains a written verification from the company that it; (i) does not boycott Israel; (ii) will not boycott Israel during the term of the contract; (iii) does not boycott energy companies; (iv) will not boycott energy companies during the term of the contract; (v) does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and (vi) will not discriminate during the term of the contract against a firearm entity or firearm trade association (Texas Government Code, Chapter 2271.002; 2274.002).

Contractor hereby verifies that it does not boycott Israel, and agrees that, during the term of this agreement, will not boycott Israel as this term is defined in the Texas Government Code, Section 808.001, as amended. Contractor hereby verifies that it does not boycott energy companies, and agrees that, during the term of this agreement, will not boycott energy companies as this term is defined in Texas Government Code, Section 809.001, as amended. Contractor hereby verifies that it does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association, and agrees that, during the term of this agreement, will not discriminate against a firearm entity or firearm trade association as those terms are defined in Texas Government Code, Section 2274.001, as amended.

Further, Contractor hereby certifies that it is not a company identified under Texas Government Code, Section 2252.152 as a company engaged in business with Iran, Sudan, or Foreign Terrorist Organizations.

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

**CITY OF
PFLUGERVILLE**

LJA ENGINEERING, INC.

(Signature)



(Signature)

Printed Name: Sereniah Breland

Printed Name: Kenneth G. Schrock, P.E.

Title: City Manager

Title: Senior Vice President

Date: _____

Date: 6/6/2022

APPROVED AS TO FORM:

Charles E. Zech

City Attorney

DENTON NAVARRO ROCHA BERNAL & ZECH, P.C.

ATTACHMENT 1 - Scope of Services**SERVICES TO BE PROVIDED BY THE ENGINEER**

Roadway: Kelly Lane/FM 685
City: Pflugerville
County: Travis
Location: FM 685 NBSR & SBSR at Kelly Lane

General Work Description: The work to be performed by the Engineer shall consist of providing preliminary engineering services for development of alternative intersection designs for Northbound Left-turn and U-turn lane improvements at NB Frontage Road and Kelly Lane in the project titled (NB 685/ Kelly Lane), and Southbound Left-turn and Right-turn Lane improvements at Southbound Frontage Road at Kelly Lane. Other services to be performed by the Engineer during this phase shall consist of development of design schematic, environmental studies and documentation, data collection analysis, drainage, conceptual traffic control, traffic projections, traffic engineering and operations analysis, 3-D modeling, surveying and mapping, utility coordination and subsurface utility engineering (SUE), and geotechnical services.

Standards and Specifications

Designs will be based on Texas Department of Transportation (TxDOT) Design Standards and Specifications including the TxMUTCD and supplemented by the City of Pflugerville Design Guide, specifications and standards where applicable.

TASK 1 - PROJECT MANAGEMENT AND COMMUNICATION PLAN

- Develop a Project Management Plan that will establish all the responsibilities and roles of the team members, including the prime firm and subs. The plan will also detail the procedure process for all submittals. A project specific QA/QC plan will be submitted within 30 days of NTP for approval which will detail the QA/QC process that will be followed.
- Develop Project Specific QA/QC Plan
- Meetings
 - Prep for, attend, and document project kick-off meeting, progress meetings, calls, or updates (assume up to 6 meetings)
 - Kickoff with City which will include the initial development of a design summary. A final design summary document will be emailed for approval after the kick-off meeting.
 - Kickoff with Team - Hold initial kick-off meeting with all team members during the first week after receiving the notice to proceed.

- Milestone Meetings - A milestone meeting will be held after the Draft Schematic/PER submittal. This meeting will include City of Pflugerville staff and the Engineer's staff and are estimated to last up to 2 hours.
- Team Coordination Meetings - Hold staff/team meetings at the Engineers office beginning with the second week of the project. The staff attending will be appropriate based upon the current assignments (up to 6 meetings)
- Engineer will provide meeting minutes for all meetings with City.
- Invoicing and Contract Document Coordination
 - Prepare Master Contract and Sub Contracts
 - Prepare monthly invoices for submission to the City for all requests for payment
- Manage Sub Consultants
 - Monitor and supervise sub consultant activities (staff and schedule).
 - Review and approve sub consultant invoices.
- Produce Project Scheduling
 - Prepare an initial critical path schedule in Microsoft Project format for approval by the City indicating tasks, milestones, major meetings, and reviews. Update schedule with each milestone deliverable.
- ◆ Submittals
 - Prepare Submittals for City Oversight Reviews
 - Document control
- ◆ Deliverables
 - Monthly Invoices

TASK 2 – ROUTE AND DESIGN STUDIES

Data Collection

The Engineer shall gather, review, and catalog existing data, reports, existing plans, other pertinent information previously assembled, including:

- Previously prepared drainage studies and reports
- Adopted land use maps, zoning, and other land-use planning documents
- Identify Existing Transportation Features & Committed Improvements
- Traffic count data at intersection of SH130/Kelly Lane, and other close-by intersections
- Available bicycle, pedestrian, and transit data.
- Aerial photos and available planimetric mapping
- Major Public and private utility record information (trunk lines, pipelines, transmission lines, etc.).
- At various times throughout the schematic design process, the Engineer will conduct site visits to collect data on geometry, drainage issues, and other engineering aspects, and collect additional photography of existing conditions.

- Obtain and review as-built drawings and documents pertinent to the project from City/TxDOT/Other entities.
- Read, review, understand all aspects and goals of the Transportation Master Plan (TMP) Element and other plans, as these plans pertaining information of street system classifications and functionality and the expected performance.

Intersection Traffic Analysis

- Operational Analysis to include MOE's and LOS Analysis – Existing Conditions
- Operational Analysis to include MOE's and LOS Analysis – Proposed Conditions
- Traffic Analysis Summary Memo

Conceptual Design Layouts

- Preliminary Geometric Design
- Prepare Draft Conceptual Layouts
- Prepare Final Conceptual Layouts
- Exhibits for Public Involvement

TASK 3 – PLAN PREPARATION (PS&E) SERVICES

Prepare submittal requirements including cost estimate, checklists, CAD files, comment responses, design waivers/exceptions, general notes, quantities, specifications, updated design schedule, construction time determination. The engineer will develop and submit these Plans, Specifications & Estimates (PS&E) at 90%, and 100% Final Design.

- Roadway/General:
 - Title Sheet
 - Prepare a project title sheet as required for the construction plans, utilizing the template provided by TxDOT.
 - Index of Sheets
 - Prepare an index sheet(s) that shows each sheets location in the plan set.
 - Project Layout
 - Prepare a project layout sheet(s) that clearly indicates the limits of the entire project.
 - Typical Sections
 - Prepare typical section(s) for all proposed and existing roadways and cross streets.
 - General Notes
 - Prepare general notes for applicable project-specific items, utilizing the master general notes provided by TxDOT.
 - Survey data

- Prepare benchmark layout sheet(s) that clearly indicate the benchmark locations and associated control information.
- Horizontal Alignment Data
- Prepare horizontal alignment data sheet(s) that depict the horizontal geometric information for the roadways to be included in the construction plan set.
- Summary Sheets
- Prepare summary sheet(s) that tabulate, combine, and summarize quantities of the various construction items.
- Removal Plans
- Prepare removal sheet(s) that clearly identify any items to be removed.
- Roadway Plan & Profiles
- Prepare roadway plan and profile sheets that depict the proposed construction.
- Miscellaneous
- Develop miscellaneous roadway detail sheets for the project that depict details required, which are not defined in standard detail sheets.
- Cross Sections
- Develop cross sections at 50-foot stations and other locations as necessary for the determination of cut and fill quantities. These sections will also be used to further refine the design vertical geometry.
- Traffic Control:
 - Traffic Control Plans (TCP)
 - Prepare traffic control typical section(s) for each stage of the construction sequence to clearly delineate the position of the existing traffic with respect to the proposed construction.
 - Prepare a detailed narrative for the sequence of construction and traffic control general notes utilizing the sequence approved during the schematic phase. Any changes to the sequence of construction will be approved by TxDOT prior to developing detailed TCP layouts.
 - Construction sequence plan and temporary drainage plan will be analyzed and described in narrative, typical sections, and standards. Layout sheets will only be provided at intersections.
 - Prepare detailed TCP intersection staging plans for each phase in accordance with the Texas Manual on Uniform Traffic Control Devices (TMUTCD).
 - Develop traffic control detail(s) for items not covered by TxDOT standard details, including providing safe access to each property along the proposed route during all phases of construction.
 - Include TxDOT standard details in the PS&E package as appropriate.

- Compute an Engineer's opinion of construction schedule in order to determine an approximate duration for each of the phases of construction.
- Drainage:
 - Drainage Area Maps
 - Develop existing and proposed external drainage area maps to show the overall project and drainage basin divides.
 - Culvert Layout Sheets
 - Develop culvert layout sheets at all the major crossing locations.
 - Hydraulic Data Sheets
 - Drainage Area Maps Develop a hydraulic data sheet at all the major crossing locations and applicable detention locations.
 - Culvert Standards and Detail Sheets
 - Select culvert standards based on headwall configuration and fill conditions. Develop details as needed for non-standard headwalls, special grading at upstream and downstream transitions and energy dissipation.
 - Roadside Ditch Design
 - Prepare a tabular ditch layout schedule that depicts pertinent information about the roadside ditch geometry and design. This table will include station, offset, flow line elevation, velocity, ditch lining material, as well as ditch bottom width. The tables will be shown on the hydraulic data sheets.
- Signing and Pavement Markings Layouts:
 - Prepare signing and pavement marking layouts.
 - Prepare pavement marking details for non-standard conditions.
 - Prepare detail sheets for small signs for non-standard signs.
- Traffic Signals
 - Signal Design and/or modifications to existing signal at SH 130 Northbound Frontage Road at Kelly Lane
 - Signal Design and/or modifications to existing signal at SH 130 Southbound Frontage Road at Kelly Lane
- Stormwater Pollution Prevention Plan (SW3P):
 - Develop SW3P narrative in conformance with the TCP to minimize potential impacts to receiving waterways and prepare the TxDOT SW3P information sheet.
 - Prepare Temporary Erosion Control Layouts to minimize potential impact to receiving waterways
 - Include TxDOT standard details in the PS&E package as appropriate.

Deliverables:

- 90% & 100% Final PS&E Submittals

TASK 4 - SURVEY**Survey Control:**

- The surveyor will attempt to obtain existing horizontal control points. Additional control will be established to adequately position horizontal control points as needed for project design activities and plan notations thereof. Control points will be established with significant conformance to current TxDOT specifications for primary control. Where possible, reference ties to permanent features will be provided for each established horizontal control point. Data for the horizontal control will be based on Texas State Plane, Central Zone, NAD 83 (93) derived from OPUS solutions and verified by other measurement technologies.
- Vertical control will be established via differential level loops from known project control reconciled to projects within the immediate vicinity. Benchmarks will be established approximately at 1000-foot intervals for future reference on the plans.

Scope of Services:**Topographic Survey for Engineering Design and Hydraulic analysis:**

- A. Topographic information will include the limits of the existing concrete riprap upstream, beneath, and downstream of the existing drainage features to the project limits, collect spot elevations along the project route including edges of back of curbs, driveways, visible utilities, drainage structures, centerline of roads, significant trees (8" and up), any other hard surfaced improvements within the defined area, grade breaks, flowlines of watercourses, and other significant features relevant to the project (MH inverts, if any). The collected data will include spot elevations and breaklines sufficient to generate and/or merge to a 1-foot contour interval DTM for the project.
- B. Profiles of intersecting driveways within the project limits will extend a sufficient distance beyond the existing right of way to ensure adequate data is available to determine tie-ins with proposed vertical alignment changes.
- C. Field surveys will provide the locations of all small signs, mailboxes, and other visible surface features. Sign text, color, dimensions, and standard sign design will be provided in accordance with the TMUTCD.
- D. Field surveys will provide an elevation and a horizontal tie to the soil boring locations or converted from data provided by the geotechnical subconsultant.
- E. Survey shots will be assigned a unique point number which provides a positive identification of the point. Each point will be assigned a feature number or feature name using the TxDOT's standard feature table.
- F. Surveyor will coordinate with SUE provider to survey the designated markings of underground utilities along the project route. Surveyor will perform basic line

connectivity of the marked line in the field and depict them within the deliverable files.

Surveying Services to Locate S.U.E. Designation Marks:

- Locate QL-B designation marks to be established by The Rios Group (TRG) and provide the data to TRG for reconciliation. The fee of **\$14,000.00** for this service is based 15 days of utility designating performed by the TRG.

Deliverables:

- A. An ASCII points file and a hard copy print out will be provided. Each line of the output data shall contain in this order: the point number, northing, easting, elevation, and the descriptive feature code.
- B. Survey data will be provided in Microstation compatible 2D and 3D files, TIN file, and Geopak DTM file. The survey shot point attributes will appear on separate levels.
- C. The units of the drawing file shall be U.S. survey feet.

TASK 5 – SUE

Will perform SUE services for this project in general accordance with the recommended practices and procedures described in ASCE publication CI/ASCE 38-02 “Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data.” As described in the publication, four levels have been established to describe and depict the quality of subsurface utility information. The four quality levels are as follows:

- Quality Level D (QL“D”) – Information obtained from existing utility records.
- Quality Level C (QL“C”) – Surveyed data depicting visible above-ground features supplemented with QL“D” information.
- Quality Level B (QL“B”) – Two-dimensional horizontal information obtained through the application and interpretation of non-destructive surface geophysical methods. Also known as “designating,” this level incorporates QL“C” information and provides horizontal positioning of subsurface utilities to within approximately 1.0 foot.
- Quality Level A (QL“A”) – Three-dimensional horizontal and vertical information obtained through non-destructive vacuum excavation equipment to expose utilities at critical points. Also known as “locating,” this level incorporates QL“B” information and provides horizontal and vertical positioning of subsurface utilities to within approximately 0.05 feet.

Scope of Work

Based on information provided by LJA Engineering (Client), TRG has developed a proposed scope for the SUE services on this project. This scope may be modified, with Client and TRG concurrence, during the performance of work if warranted by changing or unexpected field conditions.

The scope of this proposal includes QL“B” SUE services at the SH 130 / SH 45 / Kelly Lane interchange in Pflugerville, Texas. The limits of the SUE investigation are outlined in red in the attached Exhibit B. TRG will attempt to designate the following utilities within this area: potable water, reclaimed water, chilled water, natural gas/crude oil/refined product pipelines, communication duct banks, fiber optic, cable television, telephone, and electric. Wastewater and storm drain facilities will be inverted at manholes, and will be depicted as QL“C” information. Additionally, TRG will attempt to designate utility service lines, however, because these lines are often non-conductive and not shown on records TRG cannot guarantee all service lines will be included in the final deliverables. Irrigation lines and an inventory of overhead utilities are excluded from this scope of work.

The survey of SUE field markings is not included in this scope of work. It is assumed that the Client will provide SUE survey data for use in preparing the final deliverables.

Any necessary Right-Of-Entry (ROE) permits will be provided by the Client prior to the start of field work.

TRG Procedures

QL“D” and “C” – Records Research and Surface Feature Survey

It is the responsibility of the SUE provider to perform due-diligence with regard to records research and the acquisition of available utility records. The due-diligence provided for this project will consist of contacting the applicable One Call agency and associated utility owners/municipalities, visually inspecting the work area for evidence of utilities, and reviewing available utility record information. Additional utilities not identified through these efforts will be referred to as Unknown utilities.

QL“B” – Designating

Following a review of the project scope and available utility records with the project manager, TRG field personnel will begin designating the approximate horizontal position of known subsurface utilities within the project area. A suite of geophysical equipment that includes magnetic and electromagnetic induction will be used to designate conductive utilities. Where access is available, a sonde will be inserted into non-conductive utilities to provide a medium for transmission which can then be designated using geophysical equipment. Non-conductive utilities can also be designated using other proven methods, such as rodding and probing. TRG will make a reasonable attempt to designate Unknown utilities identified during field work; however, no guarantee is made that all Unknown utilities will be designated. Utilities will be marked and labeled to distinguish type and ownership. Field data depicting the

designated utilities, as well as relevant surface features, will be produced to ensure accuracy and completeness of subsequent survey data. The TRG project manager will review the collected survey data, field data, and utility records for accuracy and completeness.

Deliverables

TRG will provide the following as a final deliverable to the Client:

- A utility file in CAD format depicting all designated utilities. The Client will provide TRG with any necessary background files for use in completing the final deliverables.
- 11" x 17" SUE Plan Sheets depicting all designated utilities. These plans will be signed and sealed by a Professional Engineer and delivered to the Client in electronic PDF form.

Schedule

TRG can mobilize within three (3) weeks of receiving Notice-To-Proceed (NTP). TRG estimates that the QL"B" SUE work can be completed in thirty (30) working days, broken down as follows:

- QL"B" field work – 15 days
- Deliverable preparation – 15 days (after receipt of survey data)

TASK 6 – ENVIRONMENTAL STUDIES

1. Social, Economic and Environmental Studies

- a. An environmental constraints map will be prepared to document environmental resources that may be present within in the study area. Constraint information will be collected and mapped for land use/land cover, National Wetland Inventory Features, 100-year floodplains, previously recorded archeological sites, properties listed on the National Register of Historic Places, and database search/findings of previously recorded hazardous materials. In addition, a review of Texas Parks and Wildlife's Natural Diversity Database and the USFWS IPaC system will be conducted. Constraints information will be collected through desktop analysis as well as limited inspection from public right of way. Constraint maps and GIS files shall be provided to the Engineer and City.
 - i. Assumptions
 - a. It is assumed that the proposed project is 100 percent funded by local monies. If federal funds or further involvement with the Texas Department of Transportation are necessary, then a separate scope of services would be required to address the TxDOT process.

- b. The engineer shall provide the existing and proposed ROW footprints and easements for the project site (i.e., project footprint)..
- c. The project engineer shall provide the anticipated depth of impacts
- d. The scope of services does not include an archeological survey, testing or mitigation efforts. If needed, these would be covered under a separate scope and budget
- e. Right of entry onto state owned right of way or private properties would be secured by others.
- f. .
- g. Right of entry onto state owned right of way or private properties would be secured by others.

EXCLUSIONS:

The following items are not included in this work authorization:

- PUBLIC INVOLVEMENT OTHER THAN PROVIDING EXHIBITS TO THE CITY
- RIGHT-OF-WAY (ROW) MAPPING.
- GEOTECHNICAL SERVICES.
- UTILITY COORDINATION OR RELOCATION ESTIMATES.
- CONSTRUCTION INSPECTIONS, CONSTRUCTION PHASE SERVICES, MATERIALS TESTING

Kelly Lane/FM 685 ATTACHMENT 1 - FEE SCHEDULE SUMMARY

FEE SUMMARY		
Summary	Firm	Labor
Tasks 1 Project Management	LJA Engineering	\$24,426.00
Task 2 Route & Design Study	LJA Engineering	\$56,164.00
Task 3 PS&E	LJA Engineering	\$147,749.00
Task 4 Survey	McGray & McGray	\$62,488.00
Task 5 SUE	The Rios Group (TRG)	\$36,795.37
Task 6 Environmental	Blanton	\$ 16,415.50
Total Labor:		\$ 344,037.87
LJA	Non-Labor	\$ 2,031.50
Total:		\$ 346,069.37

ATTACHMENT 1 - Fee Schedule - LJA

LJA Engineering, Inc. Kelly Lane - FM 685										
TASK DESCRIPTION	Project Manager	Quality Manager	Senior Engineer	Project Engineer	Engineer-In-Training	Senior Engineer Tech	CADD Operator	Admin/Clerical	TOTAL HRS.	TOTAL LABOR HRS. & COSTS
Task 1 - Project Management and Communication Plan										
1. 1. Project Management and Quality Plans									0	\$0.00
1. 1. 1. Project Management Plan	2	0	2	0	0			2	6	\$960.00
1. 1. 2. Quality Assurance/Quality Control Plan	4	4	2	2	4			4	20	\$3,212.00
1. 2. Meetings									0	\$0.00
1. 2. 1. Kick Off Meeting w/City	2			2					4	\$780.00
1. 2. 2. Kick Off Meeting w/Team	2	2	2	2	2	2	2		14	\$2,216.00
1. 2. 3. Milestone Meetings	4	4		4	4				16	\$2,892.00
1. 2. 4. Team Coordination Meetings	3		3	2	2				10	\$1,820.00
1. 2. 5. Meeting Minutes	2			2	2			6	12	\$1,470.00
1. 3. Invoicing & Contract Document Coordination									0	\$0.00
1. 3. 1. Prepare Master Contract & Subcontracts	2							24	26	\$2,140.00
1. 3. 2. Prepare Monthly invoices	4							24	28	\$2,600.00
1. 4. Manage Subconsultants									0	\$0.00
1. 4. 1. Monitor & Supervise Subconsultant Activities (Staff & Schedule)	2		2						4	\$820.00
1. 4. 2. Review & Approve Subconsultant Invoices	2			2				12	16	\$1,620.00
1. 5. Project Scheduling	2		2						4	\$820.00
1. 6. Submittals									0	\$0.00
1. 6. 1. Prepare Submittals for City Reviews	2	2			4				8	\$1,396.00
1. 6. 2. Document Control								24	24	\$1,680.00
HOURS SUB-TOTALS	33	12	13	16	18	2	2	96	192	384
CONTRACT RATE PER HOUR	\$230.00	\$198.00	\$180.00	\$160.00	\$135.00	\$120.00	\$85.00	\$70.00		
TOTAL LABOR COSTS	\$7,590.00	\$2,376.00	\$2,340.00	\$2,560.00	\$2,430.00	\$240.00	\$170.00	\$6,720.00		\$24,426.00
SUBTOTAL TASK 1	\$7,590.00	\$2,376.00	\$2,340.00	\$2,560.00	\$2,430.00	\$240.00	\$170.00	\$6,720.00		\$24,426.00

ATTACHMENT 1 - Fee Schedule - LJA

LJA Engineering, Inc. Kelly Lane - FM 685										
TASK DESCRIPTION	Project Manager	Quality Manager	Senior Engineer	Project Engineer	Engineer-In-Training	Senior Engineer Tech	CADD Operator	Admin/Clerical	TOTAL HRS.	TOTAL LABOR HRS. & COSTS
Task 2 - Route and Design Studies										
2 1 Data Collection										
2 1. 1. Previously prepared drainage studies and reports	1		1	1						\$570.00
2 1. 2. Adopted land use maps, zoning, and other land-use planning documents	1		1	1						\$570.00
2 1. 3. Traffic Count	1		1	1	2					\$840.00
2 1. 4. Available bicycle, pedestrian, and transit data	1		1	1	2					\$840.00
2 1. 5. Aerial photos and available planimetric mapping			1	1	2					\$610.00
2 1. 6. Major Public and private utility record information			1	4	8					\$1,900.00
2 1. 7. Site Visit	2		2	2	2					\$1,410.00
2 1. 8. As-built drawing (obtain & Review)			1	4	8					\$1,900.00
2 1. 9. Transportation Master Plans (Obtain & Review)	1		1	4						\$1,050.00
2 2 LOS Analysis										
2 2. 1. LOS Analysis - Existing Conditions	1	1	2	16	16				36	\$5,508.00
2 2. 2. LOS Analysis - Proposed Conditions	1	1	2	16	16				36	\$5,508.00
2 2. 3. LOS Traffic Summary Memo	2	1	4	8					15	\$2,658.00
2 3 Conceptual Design Layouts										
2 3. 1. Preliminary Geometric Design	2	2	16	24	24				68	\$10,816.00
2 3. 2. Prepare Draft Conceptual Layouts	1	1	8	24	32		40		106	\$13,428.00
2 3. 3. Prepare Final Conceptual Layouts	1	1	4	8	8		36		58	\$6,568.00
2 3. 4. Exhibits for Public Involvement	1	1	2	2	4		4		14	\$1,988.00
HOURS SUB-TOTALS	16	8	48	117	124	0	80	0	393	393
CONTRACT RATE PER HOUR	\$230.00	\$198.00	\$180.00	\$160.00	\$135.00	\$120.00	\$85.00	\$70.00		
TOTAL LABOR COSTS	\$3,680.00	\$1,584.00	\$8,640.00	\$18,720.00	\$16,740.00	\$0.00	\$6,800.00	\$0.00		\$56,164.00
SUBTOTAL TASK 2	\$3,680.00	\$1,584.00	\$8,640.00	\$18,720.00	\$16,740.00	\$0.00	\$6,800.00	\$0.00		\$56,164.00

ATTACHMENT 1 - Fee Schedule - LJA

LJA Engineering, Inc. Kelly Lane - FM 685										
TASK DESCRIPTION	Project Manager	Quality Manager	Senior Engineer	Project Engineer	Engineer-In-Training	Senior Engineer Tech	CADD Operator	Admin/Clerical	TOTAL HRS.	TOTAL LABOR HRS. & COSTS
TASK 3 – PLAN PREPARATION (PS&E) SERVICES										
3 1 Roadway/General Sheets										
3 1 1 Title Sheet	1	1	1	2	2	2	2		11	\$1,608.00
3 1 2 Index of Sheets	1	1	1	4	8	4	4		23	\$3,148.00
3 1 3 Project Layout	1	1	1	4	8	4	2		21	\$2,978.00
3 1 4 Typical Sections	1	1	4	12	8	4	4		34	\$4,968.00
3 1 5 General Notes	1	1	4	12	8	2	2		30	\$4,558.00
3 1 6 Survey Data	1	1	1	4	2	2	2		12	\$1,748.00
3 1 7 Horizontal Alignment Data	1	1	1	4	4	1	1		13	\$1,993.00
3 1 8 Roadway Plan & Profile Sheets	1	1	1	16	16	16	16		67	\$8,608.00
3 1 9 Miscellaneous Details	1	1	1	4	8	8	8		31	\$3,968.00
3 1 10 Cost Estimate	1	1	1	8	8				19	\$2,968.00
3 1 11 Cross Sections	1	1	8	48	40	16	16		130	\$18,228.00
3 2 Traffic Control										
3 2 1 TCP Intersection Staging Plans	1	1	2	12	24	2	2		44	\$6,358.00
3 2 2 TCP Details	1	1	2	12	24	2	2		44	\$6,358.00
3 2 3 TCP Standard Details	1	1	1	6	6	2	2		19	\$2,788.00
3 3 Drainage										
3 3 1 Drainage Area Maps	1	1	2	8	16	4	4		36	\$5,048.00
3 3 2 Hydraulic Data Sheets	1	1	2	8	8	4	4		28	\$3,968.00
3 3 3 Culvert Layout Sheets	1	1	2	12	16	4	4		40	\$5,688.00
3 3 4 Culvert Standards and Detail Sheets	1	1	2	8	4	4	4		24	\$3,428.00
3 3 5 Drainage Computation Sheets	1	1	2	8	16	4	4		36	\$5,048.00
3 3 6 Roadside Ditch Design and Calculation Sheets	1	1	4	16	24	4	4		54	\$7,768.00
3 4 Signing and Pavement Markings Layout										
3 4 1 Prepare signing and pavement marking layouts	1	1	2	12	24	8	8		56	\$7,588.00
3 4 2 Prepare pavement marking details for non-standard conditions	1	1	1	6	24	4	4		41	\$5,628.00
3 4 3 Prepare detail sheets for small signs for non-standard signs	1	1	1	6	8	4	4		25	\$3,468.00
3 5 Traffic Signals										
3 5 1 Design/Modifications - NBFR @ Kelly Ln	1	1	4	12	32	2	2		54	\$7,798.00
3 5 2 Design/Modifications - SBFR @ Kelly Ln	1	1	4	12	32	2	2		54	\$7,798.00
3 6 Stormwater Pollution Prevention Plan (SW3P)										
3 6 1 SW3P Information Sheet	1	1	2	12	20	2	2		40	\$5,818.00
3 6 2 Erosion Control Layout Sheets	1	1	2	12	20	4	4		44	\$6,228.00
3 6 3 Erosion Control Standard Details	1	1	1	4	4	2	2		15	\$2,198.00
HOURS SUB-TOTALS	28	28	59	284	414	117	115	0	1045	1045
CONTRACT RATE PER HOUR	\$230.00	\$198.00	\$180.00	\$160.00	\$135.00	\$120.00	\$85.00	\$70.00		
TOTAL LABOR COSTS	\$6,440.00	\$5,544.00	\$10,620.00	\$45,440.00	\$55,890.00	\$14,040.00	\$9,775.00	\$0.00		\$147,749.00
SUBTOTAL TASK 3	\$6,440.00	\$5,544.00	\$10,620.00	\$45,440.00	\$55,890.00	\$14,040.00	\$9,775.00	\$0.00		\$147,749.00
TASK 4 - Survey										
See McGray Fee for Details										
Task 5 - SUE										
See TRG Fee for Details										

ATTACHMENT 1 - Fee Schedule - LJA

LJA Engineering, Inc. Kelly Lane - FM 685										
TASK DESCRIPTION	Project Manager	Quality Manager	Senior Engineer	Project Engineer	Engineer-In-Training	Senior Engineer Tech	CADD Operator	Admin/Clerical	TOTAL HRS.	TOTAL LABOR HRS. & COSTS
Task 6 - Environmental Studies										
See Blanton Fee for Details										
Total Project Labor Hours (LJA)	77	48	120	417	556	119	197	96	1630	
Project Labor Totals (LJA)	\$ 17,710	\$9,504.00	\$21,600.00	\$66,720.00	\$75,060.00	\$14,280.00	\$16,745.00	\$6,720.00		\$228,339.00
DIRECT EXPENSES (LJA)	Rate	Quantity	Cost							
Mileage	\$0.58	100	\$57.50							\$57.50
Courier Services (Deliveries)	\$30.00	2	\$60.00							\$60.00
Traffic Counts	\$1,000.00	1	\$1,000.00							\$1,000.00
CADD Plotting (per SQ/FT)	\$1.50	120	\$180.00							\$180.00
Photocopies B/W (8.5 X 11)	\$0.10	200	\$20.00							\$20.00
Photocopies B/W (11 X 17)	\$0.15	60	\$9.00							\$9.00
Photocopies Color (8 X 10)	\$0.75	60	\$45.00							\$45.00
Photocopies Color (11 X 17)	\$1.00	60	\$60.00							\$60.00
Outside Reproduction (Reports)	\$200.00	1	\$200.00							\$200.00
Exhibit Roll Plots (Mounted Color on Bond)	\$100.00	4	\$400.00							\$400.00
SUBTOTAL DIRECT EXPENSES										\$2,031.50
GRAND TOTAL										\$230,370.50

Fees:

Design Survey (Non-taxable):

2 Man Crew:	100 hrs @	\$165.00 /hr.=	\$ 16,500.00
Field Coordinator:	6 hrs @	\$98.00 /hr.=	\$ 588.00
Sr. Tech:	50 hrs @	\$98.00 /hr.=	\$ 4,900.00
Survey Tech:	100 hrs @	\$92.00 /hr.=	\$ 9,200.00
Mobile Mapper:	1 dys @	\$9,000.00 /dy.=	\$ 9,000.00
LiDAR Tech:	60 hrs @	\$98.00 /hr.=	\$ 5,880.00
RPLS:	8 hrs @	\$145.00 /hr.=	\$ 1,160.00
Project Manager:	4 hrs @	\$165.00 /hr.=	\$ 660.00
Mobile Targets:	20 ea @	\$30.00 /ea.=	\$ 600.00
		TOTAL =	\$ 48,488.00

Summary:

Design Surveying Services Total:	\$ 48,488.00
SUE Locating Services Total:	\$ 14,000.00
LUMP SUM TOTAL:	\$ 62,488.00

SUE
 KELLY LANE/FM 685

ATTACHMENT 1 - FEE SCHEDULE - TRG

Hourly Office Labor	Rate	Assumed Quantity	Unit of Measure	Sub-Total
Supervisory Engineer	\$ 166.06	4	HR	\$ 664.24
SUE Project Manager	\$ 151.93	8	HR	\$ 1,215.44
Professional Engineer	\$ 143.73		HR	\$ -
Assistant Project Manager	\$ 105.89	16	HR	\$ 1,694.24
Engineer in Training	\$ 96.48		HR	\$ -
CADD Technician	\$ 79.76	40	HR	\$ 3,190.40
Engineering Technician	\$ 66.85	8	HR	\$ 534.80
Field Manager	\$ 109.85	25	HR	\$ 2,746.25
Sub-Total				\$ 10,045.37
QL "B" SUE Designating	Rate	Assumed Quantity	Unit of Measure	Sub-Total
One Designating Person	\$ 150.00	100	HR	\$ 15,000.00
Two Person Designating Crew	\$ 235.00	50	HR	\$ 11,750.00
Sub-Total				\$ 26,750.00
Total Estimated Cost				\$ 36,795.37

ENVIRONMENTAL

FM 685 at Kelly Lane

FUNCTION CODE / TASK DESCRIPTION	Project Manger	Sr Env Professional	Staff Scientist II	Staff Scientist I	GIS Analyst/ Cartography	GIS Tech	Clerical/ Admin	TOTALS	TOTAL COST
Draft/Final Constraints Identification and Mapping	12			40	8	64		124	
Meetings with City/Team	8	8						16	
								0	
								0	
								0	
								0	
								0	
								0	
FC170 SUBTOTAL	20	8	0	40	8	64	0	140	
TOTAL HOURS	20	8	0	40	8	64	0	140	
BASE RATE	\$ 170.00	\$ 140.00	\$ 130.00	\$ 120.00	\$ 100.00	\$ 80.00	\$ 60.00		
TOTAL DIRECT LABOR	\$ 3,400.00	\$ 1,120.00	\$ -	\$ 4,800.00	\$ 800.00	\$ 5,120.00	\$ -		\$ 15,240.00

DIRECT EXPENSES		UNIT	UNIT COST	QTY	COST
Mileage	300	Mile	0.585	0	\$ 175.50
Backhoe Rental		DAY	1,400.00		\$ -
Rental Truck		DAY	120.00		\$ -
Gas for Rental Truck		DAY	20.00		\$ -
Standard Postage		Each	0.49	0	\$ -
Photocopies B/W (8 1/2" X 11")		Each	0.10		\$ -
Photocopies B/W (11" X 17")		Each	0.20	0	\$ -
Photocopies Color (8 1/2" X 11")		Each	0.50	0	\$ -
Plots (Color on Bond)		SF	1.75	0	\$ -
Newspaper Advertisement		per publication	6,000.00		\$ -
Law Enforcement/Uniform Officer (including Vehicle		Hour	50.00		\$ -
Translator (English to Spanish) for Public Involvement		Event	500.00		\$ -
Custodian for Public Involvement		Hour	30.00		\$ -
Public Involvement Facility Rental		Event	1,000.00		\$ -
Hazardous Materials Database Radius Report	1	Each	1,000.00		\$ 1,000.00
Curatorial Repository Fee		Event	200.00		\$ -
Site Form Fee		Event	96.00		\$ -
Deliveries		EA	15.00		\$ -
TOTAL EXPENSES					\$ 1,175.50
					\$ 1,175.50
					TOTAL COST TASK C \$ 16,415.50

