

**PROFESSIONAL SERVICES AGREEMENT
FOR
“Weiss Lane Transmission Main Phase 1”**

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This Agreement is entered into by and between the City of Pflugerville, a Texas Municipal Corporation (“City”) acting by and through its City Manager, pursuant to and “Cobb, Fendley & Associates, Inc.” (“Consultant”), both of which may be referred to herein collectively as the “Parties”.

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

I. DEFINITIONS

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

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

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

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

II. TERM

2.1 Unless sooner terminated in accordance with the provisions of this Agreement, the term of this Agreement shall commence on July 29, 2015 and terminate on January 31, 2017

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

designee; however, City shall have no obligation to terminate and may withhold payment for any unsatisfactory work, as stated herein, even should City elect not to terminate.

IV. COMPENSATION TO CONSULTANT

4.1 In consideration of Consultant's performance in a satisfactory and efficient manner, as determined solely by City Manager and/or his designee, of all services and activities set forth in this Agreement, City agrees to pay Consultant an amount not to exceed three hundred five thousand one hundred nineteen dollars and ten cents (\$305,119.10) as total compensation, to be paid to Consultant as further detailed in Exhibit 1.

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

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

V. OWNERSHIP OF DOCUMENTS

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

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

VI. RECORDS RETENTION

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

6.2 Consultant shall retain any and all documents produced as a result of services provided hereunder for a period of four (4) years (hereafter referred to as "retention period") from the date

of termination of the Agreement. If, at the end of the retention period, there is litigation or other questions arising from, involving or concerning this documentation or the services provided hereunder, Consultant shall retain the records until the resolution of such litigation or other such questions. Consultant acknowledges and agrees that City shall have access to any and all such documents at any and all times, as deemed necessary by City, during said retention period. City may, at its election, require Consultant to return said documents to City prior to or at the conclusion of said retention.

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

VII. TERMINATION

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

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

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

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

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

7.4.1 Bankruptcy or selling substantially all of company's assets

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

7.4.3 Performing unsatisfactorily

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

7.6 Regardless of how this Agreement is terminated, Consultant shall affect an orderly transfer to City or to such person(s) or firm(s) as the City may designate, at no additional cost to City, all completed or partially completed documents, papers, records, charts, reports, and any other materials or information produced as a result of or pertaining to the services rendered by Consultant, or provided to Consultant, hereunder, regardless of storage medium, if so requested by City, or shall otherwise be retained by Consultant in accordance with Article VI. Records Retention. Any record transfer shall be completed within thirty (30) calendar days of a written request by City and shall be completed at Consultant's sole cost and expense. Payment of compensation due or to become due to Consultant is conditioned upon delivery of all such documents, if requested.

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

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

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

VIII. NOTICE

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

If intended for City, to:

City of Pflugerville
Attn: Thomas E. Word, Jr., P.E.
Assistant City Manager
15500 Sun Light Near Way #B/P.O. Box 589
Pflugerville, Texas 78660

If intended for Consultant, to:

Cobb, Fendley & Associates, Inc.
Attn: Julie D. Hastings, P.E.

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 Transmission Main Phase 1" in the Description of Operations block of the Certificate. The original Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept Memorandum of Insurance or Binders as proof of insurance. The original certificate(s) or form must have the agent's original signature, including the signer's company affiliation, title and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the City. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the City. No officer or employee, other than the City Attorney, shall have authority to waive this requirement.

9.2 The City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City Attorney based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will City allow modification whereupon City may incur increased risk.

9.3 A Consultant's financial integrity is of interest to the City; therefore, subject to Consultant's right to maintain reasonable deductibles in such amounts as are approved by the City, Consultant shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Consultant's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and with an A.M Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

City of Pflugerville

Insurance Requirements

Bidder/Proposer performing work on City property or public right-of-way for the City of Pflugerville shall provide the City a certificate of insurance evidencing the coverage provisions identified herein. Bidder/Proposer shall provide the City evidence that all subcontractors performing work on the project have the same types and amounts of coverage as required herein or that the subcontractors are included under the contractor's policy. The City, at its own discretion, may require a certified copy of the policy.

All insurance companies and coverage must be authorized by the Texas Department of Insurance to transact business in the State of Texas and must be acceptable to the City of Pflugerville.

Listed below are the types and amounts of insurance required. The City reserves the right to amend or require additional types and amounts of coverage or provisions depending on the nature of the work.

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

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

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

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

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

- Name the City, its officers, officials, employees, volunteers, and elected representatives as additional insured by endorsement under terms satisfactory to the

City, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;

- Provide for an endorsement that the "other insurance" clause shall not apply to the City of Pflugerville where the City is an additional insured shown on the policy;
- Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City.
- Provide thirty (30) calendar days advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

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

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

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

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

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

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

X. INDEMNIFICATION

10.1 CONSULTANT covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings,

actions, demands, causes of action, or liability resulting from the negligent or intentional acts or omissions, intellectual property infringement, or failure to pay a subcontractor or supplier of the Consultant, its employees, agents and/or assigns. The acts may include personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to CONSULTANT'S activities under this Agreement, including any negligent or intentional acts or omissions of CONSULTANT, any agent, officer, director, representative, employee, consultant or subcontractor of CONSULTANT, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT CONSULTANT AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

10.1 The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. CONSULTANT shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or CONSULTANT known to CONSULTANT related to or arising out of CONSULTANT's activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at CONSULTANT's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving CONSULTANT of any of its obligations under this paragraph.

10.2 Defense Counsel - City shall have the right to select or to approve defense counsel to be retained by CONSULTANT in fulfilling its obligation hereunder to defend and indemnify City, unless such right is expressly waived by City in writing. CONSULTANT shall retain City approved defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this Agreement. If CONSULTANT fails to retain Counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and CONSULTANT shall be liable for all costs incurred by City. City shall also have the right, at its option, to be represented by advisory counsel of its own selection and at its own expense, without waiving the foregoing. This provision is not applicable to and does not extent Professional Liability Insurance coverage held by the contractor to cover professional engineering services, if any, rendered by City employees.

10.3 Employee Litigation – In any and all claims against any party indemnified hereunder by any employee of CONSULTANT, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation herein provided shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for CONSULTANT or any subcontractor under worker's compensation or other employee benefit acts.

10.4 Force Majure - City agrees that the CONSULTANT is not responsible for damages arising from any circumstances such as strikes or other labor disputes; severe weather disruptions, natural disasters, fire or other acts of God; riots, war or other emergencies; or failure of any third

party governmental agency to act in timely manner not caused or contributed to by CONSULTANT.

XI. ASSIGNMENT AND SUBCONTRACTING

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

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

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

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

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

XII. INDEPENDENT CONTRACTOR

Consultant covenants and agrees that he or she is an independent contractor and not an officer, agent, servant or employee of City; that Consultant shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors,

subcontractors and consultants; that the doctrine of respondent superior shall not apply as between City and Consultant, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating the relationship of employer-employee, principal-agent, partners or joint venturers between City and Consultant. The parties hereto understand and agree that the City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the Consultant under this Agreement and that the Consultant has no authority to bind the City.

XIII. CONFLICT OF INTEREST

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

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

XIV. AMENDMENTS

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

XV. SEVERABILITY

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

XVI. LICENSES/CERTIFICATIONS

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

XVII. COMPLIANCE

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

XVIII. NONWAIVER OF PERFORMANCE

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

XIX. LAW APPLICABLE

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

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

XX. LEGAL AUTHORITY

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

XXI. PARTIES BOUND

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

XXII. CAPTIONS

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

XXIII. INCORPORATION OF EXHIBITS

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

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

XXIV. ENTIRE AGREEMENT

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

XXV. MISCELLANEOUS CITY CODE PROVISIONS

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

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

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

25.4 Payment of Debt or Delinquency to the State or Political Subdivision of the State. Pursuant to Chapter 38, *City of Pflugerville Code of Ordinances*, Consultant agrees that any payments owing to Consultant under the Agreement may be applied directly toward any debt or delinquency that Consultant owes the City of Pflugerville, State of Texas or any political subdivision of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.

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

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

**CITY OF
PFLUGERVILLE**


CONSULTANT
Cobb, Fendley & Associates, Inc.

(Signature)

Printed Name: Brandon E. Wade

Title: City Manager

Date: _____



(Signature)

Printed Name: Julie D. Hastings

Title: Department Manager

Date: July 23, 2015

Exhibit 1
Weiss Lane Transmission Main Phase 1
Design, Bid, and Construction Phase Scope of Services
July 17, 2015

Cobb, Fendley & Associates is pleased to present this proposal for design, bid, and construction phase services for the Weiss Lane Transmission Main project. The project will construct a 24" water transmission main from the PISD site north to Hidden Lakes. The project will be designed and constructed in two phases. Phase 1 will construct 1,000 feet of 24" waterline from the WTP south to the PISD property and 2,500 feet of 12" waterline across the PISD property. Phase 2 will construct 5,200 feet of 24" waterline north from the WTP to Hidden Lake Crossing.

The intent of this contract is for Phase 1 waterline to the PISD property to be designed, bid, and substantially complete in construction by March 1, 2016.

Below is a detailed description of the scope of services.

I. Preliminary Engineering

A. Alignment Analysis

1. Gather and analyze data including property owners, aerials, topo, and environmental information.
2. Assimilate the data and prepare alignments.
3. Develop alignment recommendations
4. Prepare preliminary alignment plan and profile

B. Coordination and Project Management

1. Attend one coordination meeting to review 30% / Preliminary Design submittal
2. Field visits and subconsultant coordination.
3. Develop project schedule.
4. Project management.

II. Design Phase

A. Plan Production. CF will submit plans for review at the 60%, 90%, and 100% completion stages for each project phase. The plans will include the following plan sheets:

1. Cover Sheet (1 sheet each Phase).
2. General Notes (1 sheet each Phase).
3. Plan and Profiles (Phase 1 – 5 sheets; Phase 2 – 11 sheets).
4. Traffic Control Plans (1 sheet each Phase). Traffic control schematic to be provided at 60% submittals. Full traffic control plans will be provided at 90% and 100% submittals. Anticipate that traffic control will only be needed for ingress/egress from the construction zones and will not actually require lane-closures.
5. Erosion and Sedimentation Control (Phase 1 – 3 sheets; Phase 2- 11 sheets). Provide E&S sheets with 90% and 100% submittals.
6. Detail sheets (1 sheet each Phase).
7. Design calculations. Perform calculations required to design waterlines.
8. Easement Map. Map showing locations and dimensions of easements.

B. Project Manual. CF will prepare the project manual and contract documents for each Phase. Front end documents will be provided by the City of Pflugerville. CF will use City of Pflugerville standard specifications where applicable and supplement with City of Austin Standard Specifications and

Special Specifications where required. A list of relevant specifications will be included with the 60% submittal. A full project manual will be included with 90% and 100% submittals.

- C. Quantity Take Off.** CF will provide a quantity take off at each design submittal with decreasing levels of contingency as design progresses.
- D. Cost Estimate.** CF will provide a cost estimate at each design submittal with decreasing levels of contingency as design progresses.
- E. QA/QC.** CF will engage senior design personnel to perform outside quality control reviews at each submittal. A Quality Assurance Manager will oversee the QA/QC program for the project.
- F. Prepare submittals.** CF will deliver 3 sets of 11"x17" plans and 3 project manuals for each submittal as well as an electronic copy in PDF format for each phase.
- G. Respond to comments.** CF prepare formal written responses to comments at each submittal.
- H. Coordination / Review Meetings.** This scope assumes that a coordination/review meeting will be attended at the conclusion of each design submittal to review progress and comments. (3 meetings for each phase).

Design Phase Support Services

Environmental. Cox|McLain will provide environmental services. Refer to the proposal for specific scope of services.

Geotechnical Investigation. Arias Engineering will provide geotechnical borings, analysis, and design recommendations. Refer to the proposal for specific scope of services.

Survey Services. CF will perform topographic survey services and prepare metes and bounds descriptions for temporary and permanent easements on an estimated 14 parcels. Refer to the attached scope of services for specifics.

- III. Bid Phase.** CF will perform each of the services below for each Phase of the project.
 - A. Advertisement.** This scope assumes that the City will prepare the advertisement, coordinate with the newspaper(s) and pay any applicable fees.
 - B. Pre-Bid Meeting.** A pre-bid meeting will not be held for these projects.
 - C. Respond to Contractor Questions.** CF will respond to Contractor questions regarding clarifications to the plans.
 - D. Addenda.** CF will prepare addenda resulting from clarification of questions from Contractors. This scope assumes up to two (2) addenda for each phase. These will be distributed by the bidding assistance center.
 - E. Bid Opening.** CF will conduct the bid opening. This includes opening, reading and verification of compliance of bids and compilation of the Pencil Bid Tabs.
 - F. Bid Tab.** CF will take compliant bids and extend the bid tabs to verify accuracy and determine the apparent low bidder.
 - G. Letter of Recommendation.** CF will check references and verify qualifications of the apparent low bidder and issue a letter for Recommendation of Award to the City. This scope does not include assistance with execution of the bid documents.

This scope assumes that a bidding assistance center will be used for bid phase and the City will be responsible for uploading plans, project manual, and addenda onto the bidding assistance center and will retain a hard copy at City offices. CF will not be responsible for plan distribution.

- IV. Construction Phase.** CF will perform each of the services below for each Phase of the project.
- A. Pre-Construction Meeting.** CF will prepare agenda and conduct the pre-construction meeting. This scope includes preparation of agenda and minutes for this meeting.
 - B. Progress Meetings.** CF will attend monthly progress meetings. This scope assumes three (3) meetings for Phase 1 and five (5) meetings for Phase 2.
 - C. Site Visits.** CF will attend monthly site visits / construction meetings. This scope assumes three (3) months for construction for Phase 1 and five (5) months for Phase 2. CF is not performing construction inspection and will be visiting the site to observe general conformance with contract documents and evaluate issues should they arise.
 - D. Review Shop Drawings.** CF will review Contractor submittals. This scope assumes that the Contractor's submittals will be in accordance with the contract documents, and that the contract documents will include the provision that submittals will only be reviewed twice. Subsequent reviews will be conducted at the expense of the Contractor. Scope assumes twenty (20) submittals for each Phase. CF will maintain the submittal log.
 - E. Pay Applications.** CF will review pay applications. City inspector will verify quantities. CF will approve pay applications based on quantities reported by the Inspector. Assumes three (3) pay applications for Phase 1 and five (5) for Phase 2.
 - F. Requests for Information.** CF will respond to Contractor requests for information. This scope assumes seven (7) requests for information for each Phase. CF will issue drawing revisions as required. Drawing revisions resulting from change of scope of project will be prepared as an additional service.
 - G. Change Orders.** CF will assist the City in evaluating and preparing change order documentation to address construction / quantity changes. Scope assumes one (1) change order for Phase 1 and two (2) change orders for Phase 2.
 - H. Final Walkthrough.** CF will attend the final walkthrough and review the final punch list prepared by the City Inspector.
 - H. Close out.** Assist City in evaluating final pay applications and project closeout documentation.
 - I. Record Drawings.** CF will prepare record drawings based on Contractor redlines as verified by the City Inspector.
 - J. Construction Materials Testing.** Refer to the attached scope of services from Arias Geoprofessionals for construction materials testing services.

These design, bid, and construction phase services can be performed at the lump sum fee as described below.

Weiss Lane Transmission Main	
Design, Bid, and Construction Phase Services	
Cobb Fendley	
Design and Bid	\$139,203.00
Survey	\$78,151.40
Construction	\$57,130.00
Cox McLain	\$13,214.70
Arias	\$15,499.00
Expenses	\$1,921.00
Total	\$305,119.10

FIELD SURVEYING AND ROW SURVEYING

General - The area will encompass topographic route survey from edge of pavement to 50 feet past edge of proposed road right-of-way. This project will consist of two (2) phases.

Phase 1 – from Pflugerville Parkway south to PISD tract, then continue cross-country to the east approximately 2500 feet for a total length of 3800 feet. Includes 2 Parcels.

Phase 2 – from Pflugerville parkway north to 300' past Hidden Lake Crossing, approximately 5400 feet. Includes 12 Parcels

1. Right of Entry will be secured by others.
2. The Engineer shall place a utility location request with “One Call” system and the City of Pflugerville Public Works, 512-990-6400, for designating of the underground utilities within the project limits.
3. The Engineer shall recover, verify, and utilize established control from work performed previously in the immediate area. The Engineer shall set primary control monuments at strategic locations at the east and west limits of the project as inter-visible pairs with no greater than 1500 feet between each monument. The values will be relative to NAD 83 Texas State Plane Coordinates, Central Zone, 4203 (scaled to surface values). A “combined scale factor” will be derived for coordinate conversion purposes based on an average CSF of all primary point coordinates. Vertical Datum will be GPS derived orthometric heights.
4. The Engineer shall establish a vertical control system for each project. A benchmark system will be established at approximately 1000' intervals along the project route. Differential level lines will be conducted for establishing the elevation at each benchmark. A list of benchmarks with coordinates (to be used for locating purposes only), descriptions, and reported elevations will be included in the project deliverables.
5. The Engineer shall collect spot elevations and grade breaks along the project route at intervals of no greater than 100' and conducive to DTM generation.
6. The Engineer shall collect topographic data that will include curbs, gutters, culverts, driveways, portions of parking areas, visible utilities and/or “one call” markings, drainage features, trees (as set forth in the City of Pflugerville, Unified Development Code, Subchapter 12. Tree Preservation Standards) and any improvements within the defined area. The Engineer shall generate a 1 foot contour interval DTM file of the project area. NOTE: reasonable attempts for measurements at silted drainage structures will be performed. Significant excavation of silt could result in seeking of additional fees for data acquisition.
7. The Engineer shall collect topographic data that will detail drainage structures, culverts, manholes, etc.
8. The Engineer shall perform sufficient research of property records from various sources to develop a “working sketch” exhibit of the record ROW and/or property configurations (deed plots) for adjoining tracts to the project. The purpose of this map is to obtain a complete understanding of the location of the proposed ROW parcels that the City is acquiring. The Engineer shall perform sufficient field work to reasonably attempt recovery of property corners, highway monuments, or

other evidence along the project route to aid in the analysis and reconstruction of the tracts for preparation of ROW acquisition packages consisting of a metes and bounds description and survey plat.

9. The Engineer will prepare two (2) parcel acquisition packages for Phase 1 and twelve (12) parcel acquisition packages for Phase 2, each consisting of a metes and bounds description for one permanent and one temporary easement and survey plat. Utilizing title abstracts as provided by the City of Pflugerville or their agent, the Engineer will address any easements that may affect the acquisition parcel. These parcels are proposed to be easements, therefore, no boundary corners will be set.
10. The Engineer shall locate core bores.
11. The Engineer shall prepare a final overall ROW plan set depicting each parcel, numbered, with areas of acquisition and remainder areas for the length of the project.
12. The Engineer shall prepare Survey Control Index Sheets and Horizontal and Vertical Control Sheets to be inserted in the design plans of the project.
13. The Engineer shall prepare Utility Contact Sheets that include the name and contact information of each utility found during the course of the survey.

Survey Deliverables

1. ASCII point file
2. AutoCad file with contours in DWG format
3. Digital Terrain Model with associated TIN file
4. Preliminary "working sketch" ROW schematic
5. One (1) set of final ROW Plan Maps
6. Two (2) sets of stamped parcel plats, metes and bounds descriptions, and QC closure sheets.
7. Horizontal and vertical control layout exhibit
8. Utility contact sheets

SERVICES TO BE PROVIDED BY THE SUBCONSULTANT TO THE ENGINEER

Cox|McLain Environmental Consulting, Inc. (hereafter CMEC), sub-consultant to **Cobb, Fendley and Associates, Inc.** (hereafter the Engineer), will provide environmental consulting services for the proposed construction of transmission mains at Weiss Lane in the City of Pflugerville in Travis County, Texas. CMEC understands the work consists of the construction of a 24" water transmission main from the PISD site north to Hidden Lakes. The project will be designed and constructed in two phases. Phase 1 will construct 1,000 feet of 24" waterline from the WTP south to the PISD property and 2,500 feet of 12" waterline across the PISD property. Phase 2 will construct 5,200 feet of 24" waterline north from the WTP to Hidden Lake Crossing. 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 both Phase 1 and Phase 2. The Environmental Technical memo is intended to document compliance with environmental regulations that are applicable to locally funded projects; 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 representative and submitted to the THC.

After a valid permit number is obtained, field investigations will be conducted within proposed easement/right-of-way. A pedestrian survey, augmented with the excavation of judgmentally placed shovel tests as needed, will be performed for the entire alignment. Although the project crosses the outlet for Lake Pflugerville, a tributary to Wilbarger Creek, the mechanical trenching is not anticipated as the Phase 2 transmission main will be located adjacent to the existing road right-of-way where the drainage has been heavily modified/channelized. 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 and the City of Pflugerville. 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. If access is not available at the time of fieldwork, a reasonable and good-faith effort will be made to document inaccessible parcels from accessible parcels and/or public right-of-way.
- Assumes one Antiquities Permit covering both phases. Although the phases may be at varying degrees of stages of design, as long as major alignment shifts are not anticipated it will be most cost-effective to bundle the phases within a single permit.
- 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 no backhoe trenching due to previous disturbance of alluvial deposits
- Assumes that a tech memo (for a project using only local {City} funds) would be adequate, and no NEPA document (federal/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);
- TxDOT coordination;
- 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, data recovery, or human burial evaluation/coordination/removal (services beyond a survey-level investigation);
- Participation in any public involvement meeting or activity by CMEC staff; and
- Litigation support.



13581 Pond Springs Road, Suite 210, Austin, Texas 78729 • Phone: (512) 428-5550 • Fax: (512) 428-5525

July 16, 2015
Arias Project No. 2015-616

VIA Email: Jhastings@cobbhendley.com

Ms. Julie Hastings, PE
Cobb, Fendley & Associates, Inc.
505 E. Huntland Drive, Suite 485
Austin, TX 78752

RE: Proposal for Geotechnical Engineering
Weiss Lane Transmission Main
Pflugerville, Texas

Dear Ms. Hastings:

Arias & Associates, Inc. (Arias) is pleased to be selected to provide geotechnical engineering services for the above-reference project. Our understanding of the project is based on information provided by Ms. Julie Hastings, PE of Cobb, Fendley & Associates, Inc. We have received the Request for Statement of Qualifications issued by the City of Pflugerville, an aerial image of the project, a preliminary exhibit, and a project schedule.

Project Information

The project will include installation of about 8,835 linear feet of new 24-inch water main. 6,335 feet of the alignment is within a utility easement east of and along Weiss Lane. The utility easement is also east of the existing overhead power lines along Weiss Lane. The remaining 2,500 feet runs eastward through a cultivated field. We also understand that the alignment includes an open-cut creek crossing.

Proposed Investigation

The site is mapped as being underlain by highly plastic, potentially expansive clays of the Taylor Group and possible high gravel deposits. Based on our understanding of the proposed construction and discussions with the project team, we propose the following drilling scope:

Borings	Boring depth, ft	No. of Borings	Total Footage
Water Line Alignment	10	4	40
	15	3	45
		Total	85

Exhibit 1-9

Borings will be advanced using augering and sampling techniques. Rock will be continuously core sampled if encountered. Arias will retain a subcontract driller to perform drilling. Arias personnel will locate the borings, direct the sampling efforts, and visually classify recovered samples.

Soils will be sampled by either pushing a thin-walled tube (ASTM D 1587) or with a split barrel sampler while performing the Standard Penetration Test (ASTM D 1586). Rotary rock coring will be performed in general accordance with ASTM D2113. This proposal assumes that a truck mounted drill rig can access the boring locations, and that site clearing of trees or brush is not required.

If groundwater is encountered, the groundwater levels within the open borehole will be recorded at the time of drilling and immediately following drilling. The boreholes will be backfilled with a mixture of cuttings generated by drilling operations and bentonite pellets after completion of drilling.

Laboratory testing will be performed on recovered samples selected by the geotechnical engineer to aid in soil classification and to measure engineering properties. Laboratory testing is expected to include moisture content, Atterberg limits, fines content (percent passing the No. 200 sieve), pressure-swell tests. The actual laboratory program will depend upon the type of soils encountered.

Reporting

We will issue an electronic copy of our formal engineering report prepared by a licensed professional engineer in the State of Texas that will include:

- Description of the field exploration program;
- Description of the laboratory testing program;
- Soil boring plan that depicts borehole locations on a base map provided by Client;
- Soil boring logs with soil classifications based on the Unified Soil Classification System (ASTM D 2487);
- Generalized site stratigraphy and engineering properties developed from field and laboratory data at the explored locations;
- Depth to groundwater, if encountered, and potential impact on construction;
- Recommendations for water line installation including comments regarding excavation potential, and bedding and backfill recommendations;
- General recommendations for earthwork and construction.

If trenchless installations of the water line are planned, this proposed investigation does not include sufficient scope or engineering fees to prepare a Geotechnical Baseline Report.

Proposed Fee

We propose that the fee for the performance of the scope of work for this project as described in this proposal be **\$5,100**. The work will be performed as outlined in the General Conditions included with this proposal. A Geotechnical Cost Breakdown is presented in the following table.

Scope Item	Cost
Mobilization and Drilling (7 borings, 85 l.f. drilling footage)	\$2,900
Laboratory Testing (soil classification, rock compression)	\$800
Engineering and Report	\$1,400
TOTAL	\$5,100

Upon completion of the field investigation, we will issue a partial invoice for the amount of **\$2,900**.

We have prepared our scope and fee with the understanding that no special access or traffic control will be required, no site clearing will required, no concrete coring will be required, and that no special permission will be needed for access. The planned boring locations may be adjusted to gain access without requiring extensive vegetation site clearing. Our drilling operations will likely leave tire ruts, and minor spoils on the site. We will make reasonable efforts to minimize our impact, but we have not included land restoration in our budget. Meetings and supplemental letters are not included in our proposed project fees. If required, these items will be billed according to the current Arias & Associates Unit Rate Schedule.

Please be advised that Arias & Associates, Inc. performs Construction Materials Engineering and Testing (CoMET) per project requirements. We will be pleased to provide a separate proposal for construction materials testing at your request.

Schedule

Upon receiving written authorization, and weather and site conditions permitting, we can perform our field investigation within 1 to 2 weeks. Drilling of the boreholes will take 2 days. Laboratory testing and reporting will take another 2 to 3 weeks. We will submit a final written report within 5 or 6 weeks of formal authorization. We will keep you verbally informed of our findings as they become available.

Delays sometime occur due to adverse weather, utility clearance requirements, and other factors outside of our control. In this event, we will communicate the nature of the delay with you and provide a revised schedule at the earliest possible date.

Proposal Acceptance

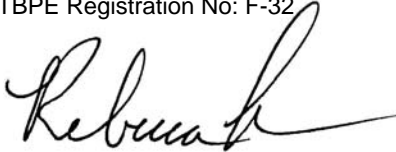
Please let us know if this proposal meets your expectations. If acceptable, the authorization table at the end of this proposal should be completed as applicable. We will begin work upon receipt of a signed copy of the proposal by an authorized representative. Please return the entire signed proposal to us by fax, mail or email to JLandwermer@AriasInc.com. If the billing address is different, include that information as well.

Should you have any questions, please do not hesitate to contact us. The undersigned will manage and perform the work. Thank you for this opportunity.

Sincerely,

ARIAS GEOPROFESSIONALS

TBPE Registration No: F-32



Rebecca A. Russo, P.E.
Senior Geotechnical Engineer



Kemp S. Lewis, E.I.T.
Staff Geotechnical Engineer

Attachments

General Conditions



13581 Pond Springs Road Austin, Texas 78729 • Phone: (512) 428-5550 • Fax: (512) 428-5525

Friday, July 17, 2015

Arias Job No: 2015-624

Proposal ID: 1

Ms. Julie Hastings, P.E., MBA
Cobb Fendley & Associates, Inc.
505 E. Huntland Drive
Suite 485
Austin, Texas 78752-5136

Via Email: jhastings@cobbfendley.com

RE: Proposal for Construction Materials Testing (CMT)
Proposed Weiss Lane Transmission Main - Construction Materials Testing
Weiss Lane
Pflugerville, Texas

Dear Ms. Hastings:

Arias & Associates, Inc. appreciates the opportunity to submit our proposal for testing services on the referenced project. The attachment presents our Estimate for providing CMT quality control services, as requested during the project by your representatives. We rely on your representatives to contact our dispatcher when our services are desired. Therefore, the quantity and frequency of testing is the responsibility of our customer.

Quality control or assurance tests serve to indicate the material quality for the specific material tested at a specific location at a particular time and date. Quality control or assurance tests do not represent the quality of any other portion of material placed, other than the portion tested and cannot in any way guarantee the quality of a final work product.

We understand that the project will consist of installation of about 8,835 linear feet of new 24-inch water main. 6,335 feet of the alignment is within a utility easement east of and along Weiss Lane. The remaining 2,500 feet runs eastward through a cultivated field. We also understand that the alignment includes an open-cut creek crossing. A line item description of our on call services that are included in the total cost estimate of this proposal are mentioned below:

- 1) Sampling subgrade, fill, and/or base materials for laboratory testing.
- 2) In-place field density testing of subgrade, fill, and/or base materials within the proposed backfill and pavement repair areas.
- 3) Sampling and testing of structural and/or pavement concrete during placement. The concrete specimens will be transported to our laboratory where they will be stored, cured, and tested for compressive strength on the specified dates.
- 4) Sampling and/or coring of asphalt for laboratory testing.
- 5) Professional service fees for project management, data processing, engineer review, and reporting.

We have prepared an estimate for our on call scope of services based on our interpretations of the schematic plans and City of Pflugerville Technical Specifications provided to Arias by you. Design drawings or a construction schedule were not available at the time this proposal was generated. Should Arias &

Associates, Inc. be awarded this project, we request that a full set of plans, specifications, and all addendums - prior to the project start date - be provided to us. Efforts will be made to maintain the testing cost within our Estimate, but we recognize that variations in construction schedules could result in differences between the actual and estimated testing cost; and that our Estimate may change depending on the means and methods utilized by the contractor. Requests for any required change orders will be made as soon as possible during the construction of the project. Services authorized by the client or their designated representative in excess of the Estimated quantities will be charged per our appropriate unit rates.

We propose that we conduct this work on a unit fee basis in accordance with the attached General Conditions. Charges will be incurred only for those services actually provided. Invoice payments are due upon receipt.

In order for us to better serve you, please fill out the attached Project Information Sheet and return at your earliest convenience; in addition please provide us with a copy of the plans and specifications applicable to our services and the project.

We look forward to assisting you towards the successful completion of this project.

John Landwermeyer, P.E. will be the manager representative for Arias & Associates, Inc. on this job. You can contact John by calling (512) 940-2598 or by emailing mlandwermeyer@ariasinc.com.

Cost Estimate

<u>Laboratory Testing (Soils)</u>	<u>Quantity</u>	<u>Price</u>		<u>Total</u>
Atterberg Limits Determination	4	68.50	each	\$ 274.00
Moisture Density Relationship	4	189.25	each	\$ 757.00
Sieve Analysis	5	73.50	each	\$ 367.50
		Sub Total:		\$ 1,398.50
<u>Soil Testing</u>	<u>Quantity</u>	<u>Price</u>		<u>Total</u>
Nuclear Gauge	20	63.00	trip	\$ 1,260.00
Technician (3 minimum)	40	40.50	hour	\$ 1,620.00
Trip Charge	20	32.00	each	\$ 640.00
		Sub Total:		\$ 3,520.00
<u>Concrete Observation and Testing</u>	<u>Quantity</u>	<u>Price</u>		<u>Total</u>
Concrete Compression Test	15	17.50	each	\$ 262.50
Technician (3 minimum)	15	40.50	hour	\$ 607.50
Trip Charge	6	32.00	each	\$ 192.00
		Sub Total:		\$ 1,062.00
<u>Asphalt Testing Services</u>	<u>Quantity</u>	<u>Price</u>		<u>Total</u>
Asphalt Coring Crew (3 minimum)	6	99.75	hour	\$ 598.50
Asphalt Extraction/Gradation	6	184.00	each	\$ 1,104.00
Asphalt Marshall/Hveem Stability Test	6	120.00	each	\$ 720.00
Asphaltic Concrete Density of Field Core	6	75.00	each	\$ 450.00
Maximum Theoretical Density Test	6	95.00	each	\$ 570.00
Trip Charge	1	32.00	each	\$ 32.00
		Sub Total:		\$ 3,474.50
<u>Professional Services</u>	<u>Quantity</u>	<u>Price</u>		<u>Total</u>
Data Processing	8	51.00	hour	\$ 408.00
Manager	8	67.00	hour	\$ 536.00
		Sub Total:		\$ 944.00
		Total:		\$ 10,399.00

Excluded Items:

- 1) Retest of failed inspections.
- 2) Work performed during overtime hours.
- 3) On site observation and testing of asphalt during laydown. Contractor will obtain bulk samples corresponding to each core location to be sampled.
- 4) Observation and testing of retaining walls and/or any associated materials.
- 5) Any and all surveying services to define locations and/or boundaries including verification of limits of the vertical and/or horizontal extent of select fill or other materials placed during construction.
- 6) Engineering services not specifically requested.

Rates for excluded items and other services quoted on request.

Minimum call-out charge for technician and equipment is 3 hours. Minimum call-out charge for material

sampling and/or sample pickup is 2 hours. Charges are accrued portal to portal. An overtime rate of 1.4 times the above quoted rates is applicable to time worked in excess of 8 hours per day Monday through Friday, hours worked before 6:00 a.m. or after 6:00 p.m., and all hours worked on Saturdays, Sundays, and holidays.