

**PROFESSIONAL SERVICES AGREEMENT
FOR
East Pflugerville Parkway**

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 Unless sooner terminated in accordance with the provisions of this Agreement, the term of this Agreement shall commence on September 30th, 2019 and terminate on September 3rd, 2020.

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 A* 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 **Eight Hundred twenty four thousand one hundred and sixty dollars and eleven cents (\$824,160.11)** as total compensation, to be paid to Consultant as further detailed in **Exhibit C**.

4.2 No additional fees or expenses of Consultant shall be charged by Consultant nor be payable by City. The parties hereby agree that all compensable expenses of Consultant have been provided for in the total payment to Consultant as specified in section 4.1 above. Total payments to Consultant cannot exceed that amount set forth in section 4.1 above, without prior approval and agreement of all parties, evidenced in writing and approved by the 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 Davis, P.E.
City Engineer
P.O. Box 589
Pflugerville, Texas 78691

If intended for Consultant, to: LJA Engineering
7500 Rialto Boulevard, Building II, Suite 100

Austin, TX 78735

IX. INSURANCE

9.1 Prior to the commencement of any work under this Agreement, Consultant shall furnish copies of all required endorsements and an original completed Certificate(s) of Insurance to the City, which shall be clearly labeled "*East Pflugerville Parkway*" 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 General (Public) Liability to include coverage for: Premises/Operations	1,000,000 per occurrence, 2,000,000 general aggregate Or	City to be listed as additional insured and provide 30 days' notice of cancellation or material change in coverage
Products/ Completed Operations Independent Contractors Personal Injury Contractual Liability	2,000,000 combined single coverage limit	City to be provided a waiver of subrogation City prefers that insurer be rated B+V1 or higher by A.M. Best or A or higher by Standard & Poors
Business Auto Liability	1,000,000 combined single limit	City to be provided a waiver of subrogation
Workers' Compensation & Employers Liability	Statutory Limits 1,000,000 each accident	City to be provided a waiver of subrogation
Professional Liability	1,000,000	

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: ACI Consulting, McGray and McGray Land Surveyors, Corsair, Nancy Ledbetter & Associates, and The Rios Group. 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 ventures 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 "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.

25.6 Texas Government Code Mandatory Provision. The City of Pflugerville 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; and (ii) will not boycott Israel during the term of the contract. (Texas Government Code, Chapter 2270.002) by accepting this rider, the Consultant hereby verifies that it does not boycott Israel, and agrees that, during the term of this agreement, will not boycott Israel as that term is defined in the Texas Government Code, Section 808.001, as amended. Further, the Consultant 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 Organization.

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

**CITY OF
PFLUGERVILLE**

LJA Engineering, Inc.



(Signature)
Printed Name: Sereniah Breland
Title: City Manager
Date: _____

(Signature)
Printed Name: Kenneth G. Schrock
Title: Sr. Vice President
8/30/2019
Date: _____

APPROVED AS TO FORM:



Charles E. Zech

City Attorney

DENTON NAVARRO ROCHA BERNAL & ZECH, P.C.

Exhibit A – LJA Scope of Services

SERVICES TO BE PROVIDED BY THE ENGINEER

Roadway: East Pflugerville Parkway
County: Travis
Limits: Colorado Sand to Cameron Road

General Work Description:

Develop a 30% detailed design Schematic (including Cross Sections and ROW determination) and Technical Memos for the East Pflugerville Parkway Project from Colorado Sands to Cameron Road. All work must be done in accordance and conform with the NEPA requirements.

This project has regional significance and will provide an east-west corridor that will eventually extend to Elgin. The City and County are working on an interlocal agreement assigning the City to manage design for the project limits. The City and County anticipate submitting this project to CAMPO for federal funding; therefore, TxDOT's Local Government Project Procedures (LGPP) will be followed. The intent of this scope of work is to execute the environmental tasks necessary for a project while progressing the environmental process should federal funding become available. If federal funding becomes available, the below environmental tasks will be productive in the process; however, additional environmental tasks will be required under an addendum to this scope and fee. This scope assumes that the project will include the analysis of one no-build and two build alternatives within a 1,000-foot study corridor.

The typical section will consist of a 4-lane divided urban roadway with SUP, sidewalk, trails, and/or bike lanes. Included in the project will be a reconfiguration of the Lake Pflugerville Parking, and access road to the water plant, and investigations into new intersections at Jesse Bohls and upcoming developments such as Lakeside Meadows and Melber Lane.

Standards and Specifications

Designs will be based on Texas Department of Transportation (TxDOT) 4R Design criteria and 2014 Specifications. Drainage will be done in accordance with City of Austin and Travis County Drainage design Criteria

PROJECT MANAGEMENT

Meetings

- o Kickoff with City and County which will include the initial development of a design summary report (DSR). A final DSR will be emailed for approval after the kick-off meeting.
- o Kickoff with Team - Hold initial kick-off meeting with all team members during the first week after receiving the notice to proceed.

- o Milestone Meetings - Milestone Meetings will be held for each of the following submittals: Schematic. These meetings will include City staff and the Engineer's staff and are estimated to last up to 2 hours.
- o 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 12 meetings).
- o Progress Meetings – Miscellaneous meetings with City via in person, webex, or phone
- o Engineer will provide meeting minutes for all meetings with City within 48 hours.

Invoicing and Contract Document Coordination

- o Prepare Master Contract and Sub Contracts
- o Prepare monthly invoices, schedule status, and progress report for submission to the City for all requests for payment

Manage Sub Consultants

- o Monitor and supervise sub consultant activities (staff and schedule).
- o Review and approve sub consultant invoices for inclusion into LJA's invoice to the City.

Produce Project Scheduling

- o 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 monthly progress report.

Submittals

- o Prepare Submittals for City Oversight Reviews (Tech Memos, Schematic)
- o Document control

Deliverables

- o Monthly Invoices
- o Monthly Progress Report

TOPOGRAPHICAL & BOUNDARY SURVEY

See Attached Scope and Fee –M&M

NEPA & SCHEMATIC

Prepare NEPA alternatives and schematic for the development of a roadway facility for the project limits.

- o From Colorado Sands to Becker Farm – develop 2 north bound lanes of 4-lane divided, urban with Shared Use Path, sidewalk, and shared bike lane
- o From Becker Farm to Weiss – develop a 4-lane Divided, urban with Shared Use Path, sidewalk, and shared bike lane. Will work with City to determine footprint of new lake parking and the water transmission line.
- o From Weiss to Cameron – develop a new location 4-lane divided, urban, shared bike lane, and space for future sidewalks and shared use path.

Route and Design Studies (3 NEPA Alignments)

- ◆ Data Collection
 - o 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.
 - o Obtain and review as-built drawings and documents pertinent to the project.
- ◆ Develop/Refine Proposed Horizontal Alignments
 - o Will work with the City and County to determine best locations for roadway intersections (Existing Jesse Bohls, Lake side Meadows, Melber Lane).
- ◆ Develop Plan Layouts
- ◆ Develop Proposed Vertical Alignments
- ◆ Develop Existing and Proposed Typical Sections
- ◆ Create Preliminary Cross Sections (50' for the preferred alignment)
- ◆ Develop Preliminary Retaining Wall Locations based on ROW
- ◆ Develop Additional ROW Requirements
- ◆ Develop Preliminary Utility Assignments
- ◆ Develop Opinion of Probable Construction Cost Estimates

Preliminary Drainage

- ◆ Delineate Offsite Drainage Areas
- ◆ Determine Times of Concentration
- ◆ Create a Land Use Map and determine C-values for both on-site and off-site areas
- ◆ Calculate Peak Flows at Culvert Crossings using the appropriate method
- ◆ Develop preliminary storm sewer layout and identify outfalls

- ◆ Size Proposed Cross Culverts

Perform Impact Analysis

- Determine Existing and Proposed impervious cover area values for each outfall
- Determine the increase in peak flow rates between existing conditions and proposed.
- Determine volume of runoff at each outfall location between existing conditions and proposed.
- Create existing and proposed hydrographs at each outfall for both onsite and offsite runoff
- Determine peak flows and timing of peaks on receiving streams prior to project development
- Determine peak flows and timing of peaks on receiving streams after development
- ◆ Develop detention plan to mitigate increases caused by the project at each outfall including preliminary sizing requirements. Analyze alternatives including detention ponds and in line solutions.
- ◆ Size all water quality features required and produce calculations and layout of locations.

Technical Memorandum

- ◆ Develop Tech Memo':
 - Included in Floodplain/Drainage Report
- ◆ **Deliverables**
 - See Drainage Report under H&H

Schematic

- ◆ Develop Draft and Final Schematic Roll Plot (50 Scale)
- ◆ **Deliverables**
 - Draft and Final Schematic Roll Plots – 2 Hard Copy and 1 PDF copy

HYDROLOGY AND HYDRAULICS (FEMA STUDY)

- ◆ Obtain existing records
- ◆ Analyze 3 FEMA Crossings (Unnamed Tributary A to Unnamed Tributary to Wilbarger Creek upstream of lake, Unnamed Tributary A to Unnamed Tributary to Wilbarger Creek downstream of lake, Unnamed Tributary to Wilbarger Creek at Jesse Bohls Road)
 - Coordinate with FEMA/Floodplain Administrator
 - Obtain existing hydrology and hydraulic models from applicable drainage

authorities for use in analysis and determination of the applicable storm event peak flow rates and water surface elevations along the project.

- Update current models to existing condition or create existing models from scratch if they do not currently exist
- Apply Atlas 14 rainfall depth values
- Create proposed condition model based on proposed roadway horizontal and vertical geometry.
- Analyze results and determine any mitigation required to offset impacts.
- Perform Scour Analysis using HEC-RAS & determine channel protection requirements
- Develop Stream Protection Plans

◆ **Deliverable**

- Preliminary Drainage and Floodplain report for all floodplain development including no rise certification. Report will also include water quality and detention requirements.

ENVIRONMENTAL

- ◆ See Attached Scope and Fee – ACI

Environmental Support Services

- ◆ Attend Open House (2 People)
- ◆ Coordinate and prepare Open House Exhibits with City
- ◆ Receive from NLB and assist in addressing Open house comments
- ◆ QA/QC of ACI documents

PUBLIC INVOLVEMENT

- ◆ See Attached Scope and Fee – NLB

UTILITY COORDINATION

The Engineer will provide the following:

- Initial Kick off Meeting with Utilities: Plan and conduct an initial Utility meeting and an on-site inspection (when appropriate) to ensure familiarity with existing conditions, project requirements and prepare a written report of the meeting.
- Progress Meetings (Assumes 7 utilities): The Utility Coordinator shall implement a schedule of periodic meetings with each utility company and owner or owner's representatives for coordination purposes. Such meetings shall commence as early as possible in the design process and shall continue until completion of the project. The Utility Coordinator shall notify the City at least two (2) business days in advance of

each meeting to allow the City the opportunity to participate in the meeting. The Utility Coordinator shall provide and produce meeting minutes of all meetings with said utility companies, owners or owners' representatives within seven (7) business days. The frequency of such meetings shall be appropriate to the matters under discussion with each utility owner.

- o Prepare and Maintain utility contact list: The Utility Coordinator shall prepare a list of utilities specifying the point of contact and an emergency contact for each, for the construction phase of the project. This list may contain design consultants, contractors involved, or departments of the Utility Owner that may become involved as the project progresses.
- o External Communications. The Utility Coordinator shall coordinate all activities with the City and its consultants or other contractors or representatives, as authorized by the City. Also, the Utility Coordinator shall provide the City copies of diaries, correspondence and other documentation of work-related communications between the Utility Coordinator, utility owners and other outside entities when requested by the City. The Utility Coordinator shall attend meetings and conference calls as necessary.
- o Conflict Matrix and CADD File. The Utility Coordinator shall prepare a Utility Conflict Analysis and maintain a utility layout in the latest version of Micro Station. This layout shall include all existing utilities which are to remain in place or be abandoned, and all adjusted utilities. This layout shall be utilized to monitor the necessity and evaluate alternatives.
- o As required the Utility Coordinator shall coordinate with the local utilities committees to present a footprint of the project with represented utility companies and owners. The Utility Coordinator shall also coordinate with any other utility committees which may include county, state, or other officials, if needed. This will include providing updated plans, exhibits and other relevant project material.
- o Review Plans and Permits. The Utility Engineer shall review the utility's relocation plans to assure compliance with the roadway schematic and provide the recommendations to the design team for review and concurrence. The Engineer will also evaluate alternatives in the adjustment of utilities balancing the needs of both the City and the Utility.
- o Assist the utility owners in obtaining all necessary permits from city, county, municipality, state, railroad or other jurisdiction to allow the Engineer to work within existing streets.
- o Utility Schedules. Provide detailed Utility relocation schedules to the City and design team for review and addition into the construction schedule.
- o Utility Agreements: If a utility is located within an easement, the utility company may have a compensable interest. The utility company must furnish a copy of their easement to the Utility Coordinator. The Utility Coordinator shall determine whether or not a compensable interest exists and the owner's degree of eligibility. The Utility Coordinator shall assist the utility company with adjustment plans and cost estimate for these adjustments. The Utility Coordinator shall review plans to ensure compliance with the city requirements and ensure the proposal will not conflict with roadway construction. The Utility Coordinator shall submit a copy of the easement, plans, and

estimate to the City recommending approval.

GEOTECHNICAL SERVICES

See Attached Scope and Fee – CORSAIR

STRUCTURES

The engineer will identify and analyze up to two (2) conceptual bridge alternatives showing proposed bridge structure locations for the alternatives phase of the project. The engineer will develop construction cost estimates for each conceptual schematic bridge alternative.

TRAFFIC STUDIES

The Engineer will review the delivered traffic data provided by the City, and add to the proposed schematic along with any projected counts that are necessary for the design year.

COMMENT RESOLUTION/QUALITY ASSURANCE AND QUALITY CONTROL (QA/QC) – CITY REVIEWS

- ◆ Schematic QA/QC & Comment Resolution
 - Responding to City Comments

ADDITIONAL SERVICES

The following services are supplemental to the above scope. Each additional service will require an NTP from the City prior to commencement of work. If additional quantities not already estimated by this contact are required for each below task, a supplemental will be required for the overages prior to commencement of work.

Traffic Studies

The engineer will acquire AM/PM peak hour turning movements at the following locations:

- EPP/Colorado Sand Dr
- EPP/Becker Farm Rd
- EPP/Weiss Lane
- Jesse Bohls/Cameron Rd

The engineer will acquire 24 hr counts at the following locations:

- Jesse Bohls
- EPP
- Cameron Road
- Weiss Lane

The engineer will coordinate the above traffic counts and review the delivered data

Grant Application

The engineer will assist in the preparation of the CAMPO Grant Application including exhibits, meetings, and technical writing.

Meets and Bounds Documents

Meets and Bounds - See M&M Scope & Fee Phase II

SUE SERVICES

See Attached Scope and Fee – RIOS

ROW ACQUISITION

- ◆ ROW Exhibit preparation as requested by the City or its Agent



June 13, 2019

Brian Young, P.E.
LJA Engineering
5316 W. Hwy 290, Suite 150
Austin, TX 78735
(512) 439-4731

VIA EMAIL
byoung@lja.com

RE: Fourth Revised Proposal for Surveying Services for Pflugerville Parkway Project, City of Pflugerville, Texas

Dear Mr. Young:

We appreciate the opportunity to present you with this fourth revised proposal for the above referenced project. The following represents our understanding of the area to survey, scope of services, and our fee proposal.

Area of Project:

- See Exhibit "A", areas highlighted in "Yellow".

Scope of Services:

A. Aerial Mapping

1. Establish survey control and set the panels required for an aerial flight to capture data within the area highlighted in "Yellow" on Exhibit "A".
 - The basis for project coordinates and bearings shall be the Texas Coordinate System, North American Datum of 1983 (NAD-83) (2011) (EPOCH 2010, 0000) adjustment, Central Zone 4203, with linear values in U.S. Survey Feet. Survey products shall be provided in Project Surface Coordinates, utilizing a Combined Grid-to-Surface Adjustment Factor (CAF) of 1.00011. The basis for project elevations shall be the North American Vertical Datum of 1988 (NAVD 1988). Horizontal and vertical control shall be referenced to the National Geodetic Survey (NGS) survey control network.
2. Provide an orthometric photo (rectified) that can be used for planning purposes by the client.
3. Obtain sufficient LiDAR that covers the area highlighted in "Yellow" on Exhibit "A" to create a digital topographic design file at 1-foot interval contours.

B. Design Surveying Services

1. A maximum of six (6) hydraulic creek cross sections 1000 feet wide.
2. A maximum of six (6) hydraulic cross section 600 feet wide.

***Boundary Survey (Taxable)**

- Boundary Verification: Plot record deeds and/or subdivision plats and locate sufficient monumentation to establish and approximate depiction of property lines of lots adjacent to the alignment within the survey limits. However, this will not be a full boundary survey. Plot all existing public easements within or adjacent to the alignment.
- Provide plats and descriptions (metes and bounds) for proposed parcel acquisition.
- Provide plats and descriptions (metes and bounds) for proposed easements that are immediately adjacent to the proposed right-of-way.

Fees:

Aerial Mapping Services ~ (Non-taxable):

2 Man Field Crew:	20 hrs @	\$155.00 /hr.= \$	3,100.00
2 Man GPS/RTK Field Crew:	40 hrs @	\$205.00 /hr.= \$	8,200.00
Surveyor Technician:	2 hrs @	\$90.13 /hr.= \$	180.26
Surveyor-in-Training IV:	16 hrs @	\$101.40 /hr.= \$	1,622.40
Surveyor Associate VI:	30 hrs @	\$95.77 /hr.= \$	2,873.10
RPLS VI:	4 hrs @	\$138.02 /hr.= \$	552.08
Supervisory Land Surveyor IV:	1 hrs @	\$149.28 /hr.= \$	149.28
Aerial Mapping (Subconsultant):	1 ea @	\$58,000.00 /ea.= \$	58,000.00
AERIAL MAPPING SERVICES TOTAL = \$			74,677.12

Design Surveying Services ~ (Non-taxable):

2 Man Field Crew:	10 hrs @	\$155.00 /hr.= \$	1,550.00
2 Man GPS/RTK Field Crew:	40 hrs @	\$205.00 /hr.= \$	8,200.00
Surveyor Technician:	1 hrs @	\$90.13 /hr.= \$	90.13
Surveyor-in-Training IV:	4 hrs @	\$101.40 /hr.= \$	405.60
Surveyor Associate VI:	30 hrs @	\$95.77 /hr.= \$	2,873.10
RPLS VI:	1 hrs @	\$138.02 /hr.= \$	138.02
DESIGN SURVEYING SERVICES TOTAL = \$			13,256.85

Boundary Surveying ~ (Taxable Services):

Phase I:

2 Man Field Crew:	20 hrs @	\$155.00 /hr.=	\$ 3,100.00
2 Man GPS/RTK Field Crew:	60 hrs @	\$205.00 /hr.=	\$ 12,300.00
Surveyor Technician:	6 hrs @	\$90.13 /hr.=	\$ 540.78
Surveyor-in-Training IV:	80 hrs @	\$101.40 /hr.=	\$ 8,112.00
Surveyor Associate VI:	40 hrs @	\$95.77 /hr.=	\$ 3,830.80
RPLS VI:	10 hrs @	\$138.02 /hr.=	\$ 1,380.20
Supervisory Land Surveyor IV:	10 hrs @	\$149.28 /hr.=	\$ 1,492.80

PHASE I BOUNDARY SURVEYING TOTAL = \$ 30,756.58

Phase II:

Acquisition Parcels	5 ea @	\$7,500.00 /ea=	\$ 37,500.00
Easement Parcels	10 ea @	\$2,500.00 /ea=	\$ 25,000.00

PHASE II BOUNDARY SURVEYING TOTAL = \$ 62,500.00

Summary:

Aerial Mapping Services Total =	\$ 74,677.12
Design Surveying Services Total =	\$ 13,256.85
Phase I Boundary Surveying Total =	\$ 30,756.58
Phase II Boundary Surveying Total =	\$ 62,500.00
LUMP SUM TOTAL:	\$ 181,190.55

Optional Grand Total (with 8.25% sales tax)*

Sales Tax on Boundary Surveying Fee (\$93,256.58) \$	7,693.67
GRAND TOTAL \$	188,884.22

*Since this project includes taxable services, we will need to receive a Texas Sales and Use Tax Resale Certificate for those services prior to starting the project. If one is not available, sales tax will be charged.

Electronic File Requirements:

- A. Survey shall be provided in AutoCAD (.dwg) format.
- B. The units of the drawing file shall be U.S. survey feet.
- C. Parcel plats and descriptions (metes and bounds)

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

Sincerely,



Chris Conrad, RPLS
Vice President
TBPLS Firm #10095500

Authorized to Proceed by:

Signature

Date

Print Name

Title

CIC:klr
Encl.

Services authorized:

- Aerial Mapping
- Design Surveying
- Boundary Surveying Phase I
- Boundary Surveying Phase II



June 4, 2019

Mr. Chris Conrad RPLS
Vice President
McGray & McGray Land Surveyors, Inc.
3301 Hancock Drive, Suite 6
Austin, Texas 78731

RE: Aerial survey of the E. Pflugerville Parkway Project in Travis County, Texas

Dear Mr. Conrad:

We are pleased to submit this proposal for providing aerial survey services. The location and area to be mapped is as outlined on the map provided on May 9, 2019. Please see Appendix A.

The following will be included:

Aerial Imagery

New color aerial imagery will be taken with a medium format digital camera. This aerial camera has a current calibration report. DAS shall determine a flight plan that will show the number, spacing and length of flight lines over the project area and the spacing of the photographs along the flight lines.

We will fly at an altitude sufficient to acquire imagery at 5 cm GSD to support 1" = 50' ASPRS Class 1 planimetric mapping and one (1)-foot contours.

Number of Flight Lines	Number of Exposures
5	290

LiDAR Data Collection

New LiDAR data will be collection at a point density ten (10) points per square meter.

Airborne GPS/IMU

Airborne GPS (ABGPS) will be collected during the flight. This reduces the number of GPS points required in the field. A gyro-stabilized camera mount is on board with the digital camera. Camera drift inputs to the mount are sent via the Flight Management System in conjunction with accurate measurements supplied by the Airborne Global Positioning System Applanix POS-AV with IMU. The ABGPS/IMU components are used to record accurate rotations and accelerations which are applied to the imagery during post processing. The stabilized mount, working with the IMU, allows for the acquisition of NADIR imagery.

Survey Services

McGray & McGray Land Surveyors, Inc. will provide the essential ground control surveys that are necessary to determine the elevation and horizontal position of all control points required. Horizontal and vertical control shall be established by either conventional or GPS. Such control shall comply with ASPRS Class 1 Standards. Upon completion of ground control responsibilities, please furnish DAS with a diagram of control locations, along with a list of coordinates in ASCII format, as follows: Pt# X Y Z. We will need a total of nineteen (19) control points.

Please see Appendix A. for the ground control plan.



214-349-2200



8918 Tesoro Dr., Suite 502
San Antonio, TX 78217



www.dasmaps.com

RE: Aerial survey of the E. Pflugerville Parkway Project in Travis County, Texas

Analytical Aerotriangulation

Prior to the photogrammetric map compilation, it will be necessary to expand the network of control points obtained in the field. This will be accomplished through an aerotriangulation adjustment of the aerial imagery. This will provide sufficient supplemental control for setting individual stereo-models in our softcopy photogrammetric workstations.

Map Compilation

Planimetric features to be shown will include all visible features such as roads, bridges, houses, buildings, creeks, rivers, lakes, ponds, railroads, transmission lines, power poles, fences, and group tree outlines.

LiDAR Data Processing

The LiDAR data will be calibrated to the ground control and classified to identify the bare earth. We will check the data for misclassification of features and incomplete data classification. After completion of all LiDAR data editing, we will check for the matching of LiDAR data with the adjacent blocks (i.e. edge matching), point statistics, random checking of tiles, data and products completeness. Planimetric features will be cross checked to make sure that they are accurate as per the point cloud and they are meeting the project requirement.

Contours

A digital terrain model (DTM) will be digitized in 3D, consisting of LiDAR bare earth mass points and 3-D breaklines. Contours will be generated from the resulting surface and shown at one (1)-foot contour intervals as solid lines with index contours indicated by a heavier line weight and labeled. In obscure areas contours shall be shown as dashed lines.

Digital Orthophotography

The photographic images will be ortho-rectified to produce digital imagery with a 0.25-foot (3-inch). Each image will be processed using a generated DTM. The result will be a corrected photographic image.

Deliverables

You will receive the following:

- 1"=50' scale 2D and 3D Planimetric mapping in 2D MicroStation V8I format.
- 3D DTM and 1-foot contour data in MicroStation V8I format.
- TIN data in GeoPak format file.
- 0.25-foot ground resolution digital orthophotography in ECW format.
- Bare Earth LiDAR point file in LAS format.
- Statement of Map Accuracy
- Flight Certification

Schedule

Production time will require approximately eight (8) weeks following receipt of imagery and ground control. If your schedule requires a more expedited delivery, please call to discuss.



RE: Aerial survey of the E. Pflugerville Parkway Project in Travis County, Texas

Lump Sum Fee\$58,000.00

Our terms for payment are Net 30 days. Please make arrangements to invoice your client for this portion of the job upon receipt of products from DAS. If your firm decides to seek bankruptcy relief, is purchased by another individual or firm, or ceases operation for any reason, said client is still responsible for balance owed for this contract.

We appreciate the opportunity to present this proposal. If you have any questions, please do not hesitate to give us a call. If all items and terms are acceptable, please sign below and fax to us, which will serve as our authorization to proceed. We look forward to working with you on this project.

Sincerely,



Kim Johnson
President
DAS, Inc.

KJ/cs



Authorized Signature

Type/Print Name

Title Date

A/P – Contact Name

Address

A/P – Phone # / Email Address



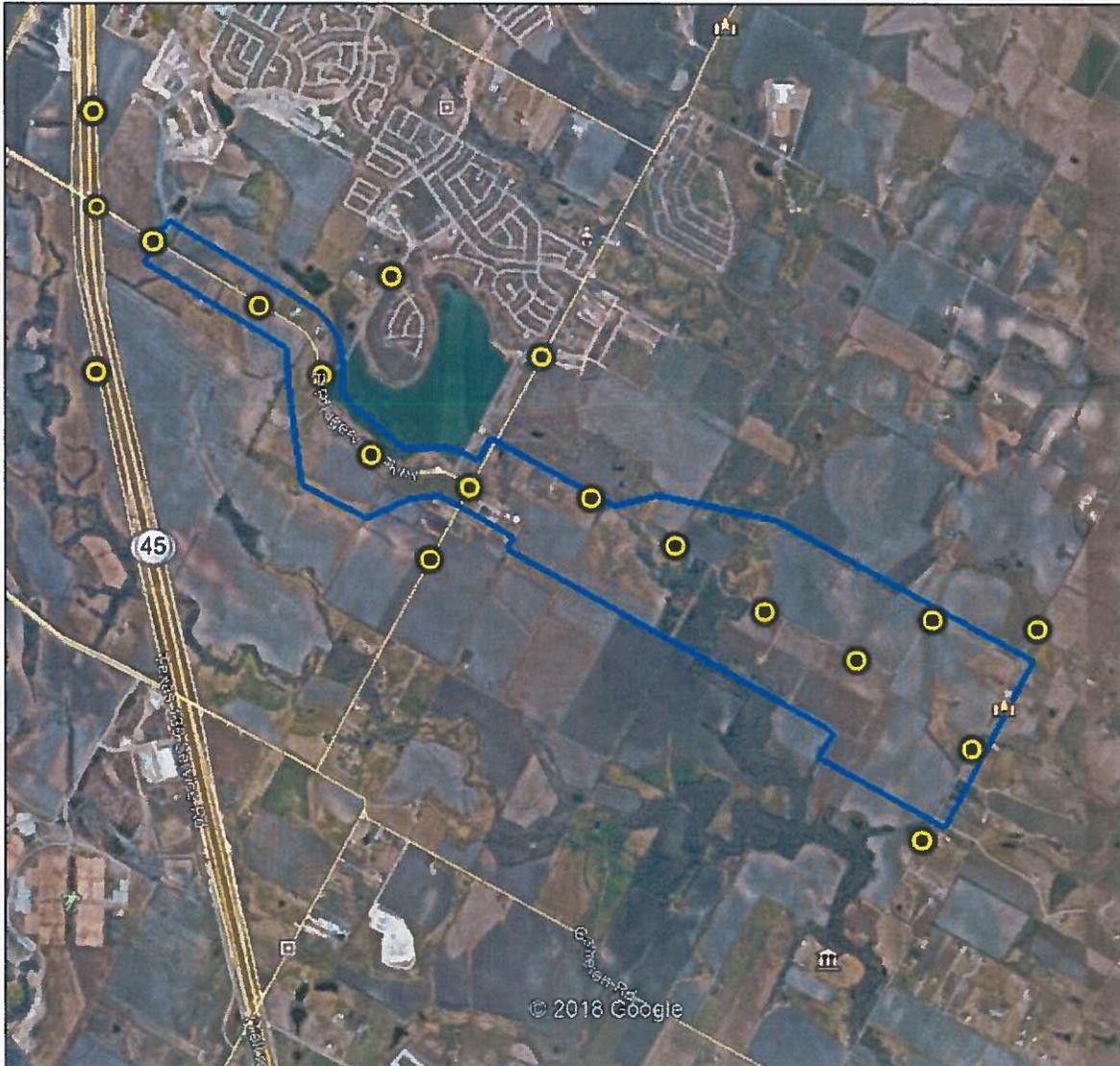
RE: Aerial survey of the E. Pflugerville Parkway Project in Travis County, Texas

Appendix A

Mapping Limits and Ground Control Plan

Blue Polygon = Mapping limits (1057.4-acres)

Yellow Circles = Proposed Aerial Ground Control Target Locations



ACI Scope

NON-TXDOT ENVIRONMENTAL SCOPE OF WORK

EAST PFLUGERVILLE PARKWAY FROM COLORADO SANDS TO CAMERON ROAD (PFLUGERVILLE, TRAVIS COUNTY, TEXAS)

JULY 2019

The following tasks are mutually dependent and independent authorization may require additional expense.

The intent of this scope of work is to execute the environmental tasks necessary for a City of Pflugerville project while progressing the environmental process should federal funding become available. If federal funding becomes available, the below environmental tasks will be productive in the process; however, additional environmental tasks will be required under an addendum to this scope and fee. This scope assumes that the project will include the analysis of one no-build and two build alternatives within a 1,000-foot study corridor (study corridor).

Task 1: Right-of-Entry Services

Perform property ownership research utilizing the Travis County Appraisal District records (Tax Maps and Ownership Records) and compile a list (Excel Spreadsheet) of landowners for distribution of right of entry letters. Obtain "right-of-entry" by signed letter from the owner of each of the subject properties. Record and report result of mailings for future action. Landowner contacts will be recorded and provided to the Client. This task includes three attempts to contact each landowner for ROE.

Task 2: Env. Constraints Analysis

2.1 Env. Constraints Data

aci consulting will conduct a desktop environmental constraints review for the proposed study area. Constraints to be identified include:

- Cemeteries,
- Parks,
- Soils,
- Properties on the National Register of Historic Places,
- Archeological sites,
- Hazardous material sites,
- Data from the Texas Parks and Wildlife Department's Natural Diversity Database,
- United States Fish and Wildlife Service's Critical Habitat Mapper,
- National Wetlands Inventory Data,
- Floodplains,
- National Hydrography Dataset, and

- Land Uses identified through aerial photo interpretation.

2.2 Field Reconnaissance (provided by aci consulting)

Conduct a field reconnaissance of the study area to verify and update the information identified through the desktop review.

2.3 Preliminary Environmental Constraints Map (provided by aci consulting)

Prepare a preliminary environmental constraints map of the study area on digital orthophotography using GIS. The map shall include information from the desktop review.

2.4 Environmental Constraints Memorandum

A memorandum describing environmental constraints within the study area will be prepared. The technical memorandum will include the above-mentioned items and the environmental constraints map will be included as an appendix. This information shall be provided to the project design team to assist in the development of alignment alternatives.

2.5 Preliminary Evaluation of Alignment Alternatives

Evaluate up to three (3) alignment alternatives developed by the design team based on environmental, engineering, and cost constraints.

Task 3: Coordination Meetings

Environmental staff shall participate in up to two coordination meetings with the City to discuss the status and/or findings of environmental investigations and studies.

Task 4: Cultural Resources

A qualified archeologist will perform a review of records from the Texas Archaeological Research Laboratory available on the Texas Historical Commission's (THC) online Texas Archeological Sites Atlas (Atlas) to identify previously recorded surveys or cultural resources within a 1-km radius of the study area. An archeologist will also review historical maps, aerial photographs, topographic maps, soil survey maps, and geologic maps to identify possible historic structures or the previous locations of structures that may now be expressed as an archeological site within the area of potential effects (APE) of the project. In addition to identifying previously recorded archaeological sites, the Atlas review will include the following types of information: NRHP properties, SALs, Official Texas Historical Markers (OTHMs), Recorded Texas Historic Landmarks (RTHLs), cemeteries, and local neighborhood surveys. Other critical factors that will be examined include the level of previous disturbances from residential and commercial development, types of soils, and archaeological potential. This background research will provide site and geographic information that will be critical to the discovery and interpretation of cultural resources within the project area. The results of that search will be developed into a consultation request letter summarizing the results of the

background archival research and requesting the THC's official consultation to determine the scope of any further cultural resources investigations, such as intensive survey, that may be required to ensure the city's compliance with applicable state and federal laws. This letter will be submitted to THC for consultation. Under state law, the THC has 30 days to review and respond to consultation requests.

Task 5: Open House

aci consulting will support the Public Involvement Lead for the public involvement process. aci consulting will prepare for and attend a preliminary coordination meeting and will attend the open meeting/public meeting for the project.

Exclusions : This scope of work does not include:

- This scope does not include coordinate with TxDOT, FHWA or other federal funding sources
- This scope does not include NEPA analysis including the development or processing or and EA or EIS
- Review of historic structures, community impacts, induced growth, noise, air quality, Section 4(f), Section 6(f), or other NEPA requirements
- Lead on the management and processing of public information and public coordination. This effort will be led by the Public Information Specialist.
- Phase II archeological testing, Phase III data recovery, and/or monitoring;
- Preparation of additional technical reports requested by TxDOT;
- Section 404 individual permit or Nationwide Permit #14 Preconstruction Notification (PCN) preparation;
- Endangered Species coordination with USFWS necessary for FEMA permitting;
- Preparation of an endangered species Biological Assessment for Section 7 consultation with USFWS;
- Survey of state-listed endangered or threatened species, specifically state-listed mussel species;
- Complete formal Section 4(f) and 6(f) evaluations;
- Hazardous materials ASTM Phase I and Phase II Environmental Site Assessments;
- Historic structure nomination packet(s);
- Preparing and distributing public notice of the public meetings;
- Texas Parks and Wildlife Chapter 26 Hearing;
- Quantitative air modeling; or
- Formal TxDOT historic standing structures survey or analysis.



**DRAFT PUBLIC INVOLVEMENT SCOPE FOR THE CITY OF PFLUGERVILLE
East Pflugerville Parkway from Colorado Sands to Cameron Road**

Open House (1)

NLA will support the efforts of the project by providing logistical and staffing support for an open house. NLA will:

- Creation and preparation of a comment form that includes the end of the comment period (15 days post-meeting) and a designee from the City to receive comments, signage)
- Provide one public involvement staff member at the open house to support the City and collect comment forms.
- Gather all comments received and returned to the City approximately 16 post-meeting to include in the comment matrix from the point of contact designated by the City.
- Develop and submit to the City a comment response matrix for the City to include in the Open House Summary Report. The comment response matrix will be consistent with the TxDOT Environmental Compliance Toolkits. (Assuming up to 30 comments per event).

Deliverables

- Draft and Final Open House comment form – one draft and one final
- Draft and Final comment response matrix to be added into the City prepared Open House Summary Report (meeting TxDOT standards) – one draft and one final version

GEOTECHNICAL BORINGS AND INVESTIGATIONS

The Engineer shall determine the location of proposed soil borings for pavement and, bridge foundation design in accordance with the latest edition of the State's Geotechnical Manual. A boring layout will be submitted by the Engineer showing the general location and depths of the proposed borings. Once the Engineer receives the city's review comments they shall perform soil borings (field work), soil testing and prepare the boring logs in accordance with the latest edition of the State's Geotechnical Manual and State District's procedures and design guidelines.

All geotechnical work shall be performed in accordance with the latest version of the State's Geotechnical Manual. All testing shall be performed in accordance with the latest version of the State's Manual of Test Procedures. American Society for Testing Materials (ASTM) test procedures can be used only in the absence of the State's procedures. All soil classification should be done in accordance with the Unified Soil Classification System.

The Engineer shall provide a signed, sealed and dated geotechnical report which contains, but is not limited to, soil boring locations, boring logs, laboratory test results, generalized subsurface conditions, ground water conditions and existing roadway section. The existing pavement design from Colorado to Weiss will be reviewed, and the pavement design will be for the entire length of this project utilizing the CAPEC design guidelines.

The Engineer shall sign, seal and date soil boring sheets to be used in the design package. The preparation of soil boring sheets must be in accordance with a State's District standards.

The Engineer shall incorporate soil boring data sheets prepared, signed, sealed, and dated by the Geotechnical Engineer. The soil boring sheets shall be in accordance with the State's WINCORE software as can be found on the Texas Department of Transportation (TxDOT) website.

The Engineer proposes seven (7) borings to a depth of 10 feet are proposed in the city's section, and nine (9) borings to a depth of 10 feet within the county's section of the proposed alignment. The borings are to be surveyed by others upon completion.

Revised June 3, 2019

Brian Young
LJA Engineering
7500 Rialto Boulevard
Building II, Suite 100
Austin, Texas 78735
512-922-7647, BYoung@lja.com

**RE: Subsurface Utility Engineering
Pflugerville Parkway – City of Pflugerville**

Dear Mr. Young:

The Rios Group, Inc. (TRG) is pleased to submit a cost proposal for Subsurface Utility Engineering (SUE) for the above referenced project. This proposal is based on information provided via email on May 7, 2019.

Introduction

TRG 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 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 project elements.

Subsurface Utility Engineering

The SUE scope of this proposal includes QL “B” SUE within the limits of the Pflugerville Parkway Project in Pflugerville, Texas. The limits of the investigation are outlined in red on Exhibit B and include portions of Pflugerville Parkway, Weiss Lane and Jesse Bohls Drive along with adjacent properties as shown in Exhibit B.

West Portion: Colorado Sands Drive to Water Treatment Plant

In general, the following scope applies to the west portion of the project including the E. Pflugerville Parkway ROW from Colorado Sand Dr to Weiss Lane, and a 200 foot wide path centered on the proposed alignment, shown in green in Exhibit B, east of Weiss Lane for 0.25 miles through the end of the water treatment plant.

TRG will attempt to designate the following utilities within the above mentioned 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. Irrigation lines are excluded from this scope of work. Additionally, TRG will perform an inventory of overhead utilities within this section of the project limits.

TRG will conduct a QL “C”/“D” SUE effort for the remaining project area outside of this existing ROW.

East Portion: Water Treatment Plant to Cameron Road

TRG assumes that the proposed alignment east of the water treatment plant through the end of the project limits at Cameron Road will coincide with 50% of the existing 2.5-mile Jesse Bohls Road ROW. The scope of this section includes QL “B” SUE services for up to 1.25-miles of existing ROW along Jesse Bohls Road, to be selected by the client pending proposed alignments.

TRG will attempt to designate the following utilities within the above mentioned 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. Irrigation lines are excluded from this scope of work. Additionally, TRG will perform an inventory of overhead utilities within this section of the project limits.

TRG will conduct a QL “C”/“D” SUE effort for the remaining project area outside of the client selected ROW scope.

The survey of SUE field markings and above ground utility features within the QL “B” scope areas for the aforementioned project areas is included in this scope of work. For the remaining QL “C”/“D” areas within the survey limits, it is assumed the Client will provide all survey data for use in preparing the final deliverable.

Any necessary Right-Of-Entry (ROE) permits, including railroad ROE, 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 SUE 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 and located utilities. These plans will be signed and sealed by a Professional Engineer and delivered to the Client in electronic PDF form.

Schedule

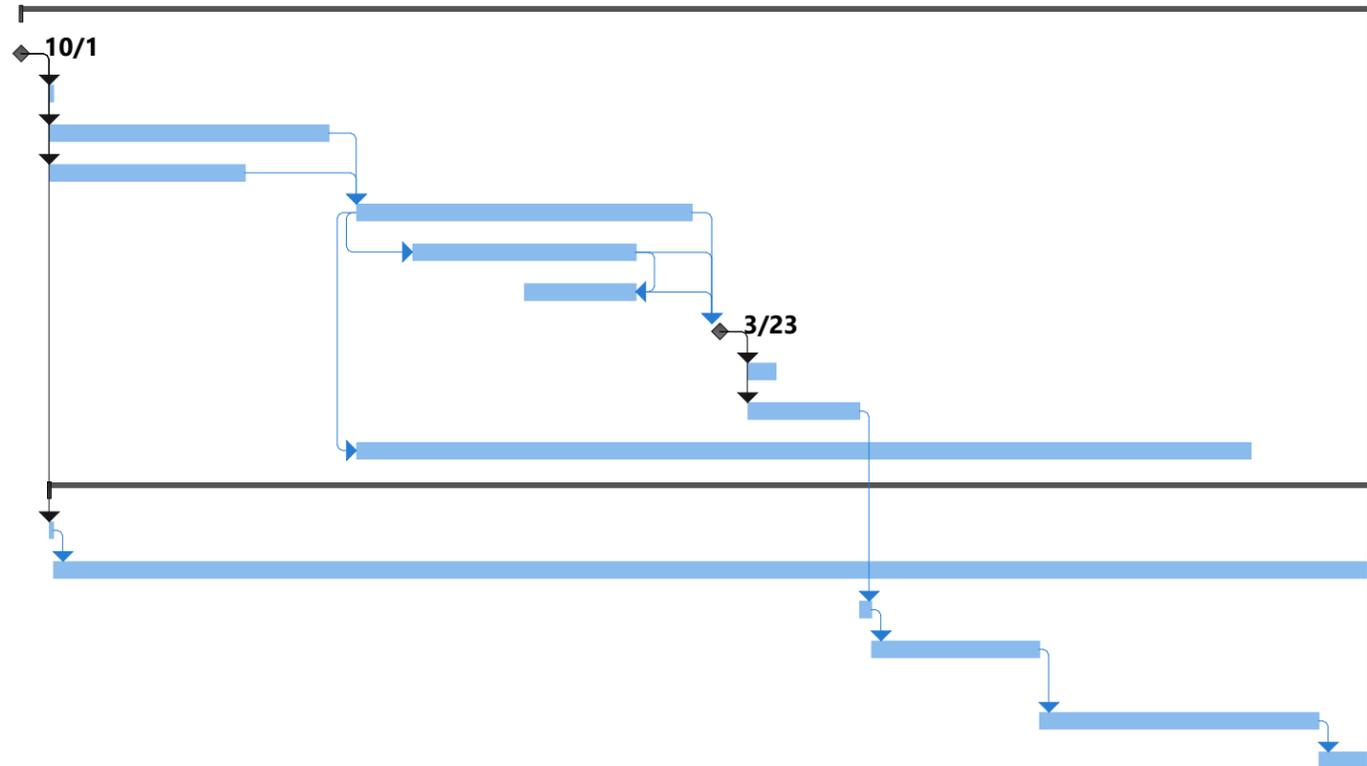
TRG estimates that the SUE work can be completed in thirty-five (35) working days, broken down as follows:

- QLB field work – 14 days
- QLB Survey and preparation of data – 7 days
- QLB (inclusive of QL C and QLD) deliverable preparation – 14 days

SERVICES TO BE PROVIDED BY THE CITY

- ◆ The City shall provide all existing CADD files and pertinent as-built plans if available
- ◆ The City shall provide all studies, TIA's, and development plans along the corridor that it has received.
- ◆ The City will attend Public Involvement Meetings (Open House)
- ◆ The City will set up and hold any Stakeholder or MAPO meetings that may be necessary
- ◆ The City will assist in securing a location for the public involvement meetings
- ◆ The City will provide timely reviews in conjunction with the agreed upon schedule
- ◆ The City will provide all right-of-way acquisition services
- ◆ The City will obtain all traffic counts
- ◆ The City will find a location for the public meeting, provide notification in accordance with TxDOT Public meeting guidelines, provide meeting sign-in, and send representatives to participate in a public meeting.
- ◆ The City will provide:
 - o Plans for Lakeside Meadows – Development south of Lake
 - o W/WW master plan identified needs for upgrading water transmission line
 - o Master plan for Lake Pflugerville
 - o Development plans for Carmel and Sorrento developments
 - o Lake Pflugerville inundation zone
 - o Cobb Fendley's design from Colorado Sand to Becker and geotechnical report

ID	Task Mode	Task Name	Duration	Start	Finish	Aug		Qtr 4, 2019			Qtr 1, 2020			Qtr 2, 2020			Qtr 3, 2020	
								Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug
1		East Pflugerville Project	243 days	Tue 10/1/19	Thu 9/3/20													
2		NTP	0 days	Tue 10/1/19	Tue 10/1/19			10/1										
3		Kickoff Meeting	1 day	Tue 10/8/19	Tue 10/8/19													
4		Survey - Study Area	50 days	Tue 10/8/19	Mon 12/16/19													
5		SUE - Study Area	35 days	Tue 10/8/19	Mon 11/25/19													
6		Route and Design Studies	60 days	Tue 12/24/19	Mon 3/16/20													
7		Preliminary Drainage	40 days	Tue 1/7/20	Mon 3/2/20													
8		Impact Analysis	20 days	Tue 2/4/20	Mon 3/2/20													
9		Open House	0 days	Mon 3/23/20	Mon 3/23/20													
10		Tech Memo	5 days	Tue 3/31/20	Mon 4/6/20													
11		Design Schematic	20 days	Tue 3/31/20	Mon 4/27/20													
12		Environmental Services	160 days	Tue 12/24/19	Mon 8/3/20													
13		Utility Coordination	238 days	Tue 10/8/19	Thu 9/3/20													
14		Utility Kick off Meeting	1 day	Tue 10/8/19	Tue 10/8/19													
15		UC and Meetings	237 days	Wed 10/9/19	Thu 9/3/20													
16		Shematic Conflcit Matrix	3 days	Tue 4/28/20	Thu 4/30/20													
17		Utilites to Research Facilites, conflcits, options	30 days	Fri 5/1/20	Thu 6/11/20													
18		Relocation plans	50 days	Fri 6/12/20	Thu 8/20/20													
19		Review Relo Plans & Permits	10 days	Fri 8/21/20	Thu 9/3/20													



Project: East Pflugerville Parkwa Date: Thu 8/29/19	Task		Project Summary		Manual Task		Start-only		Deadline	
	Split		Inactive Task		Duration-only		Finish-only		Progress	
	Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
	Summary		Inactive Summary		Manual Summary		External Milestone			

EXHIBIT C

FEE SCHEDULE - Design Services for Environmental and Schematic

PROJECT NAME: East Pflugerville Parkway

PRIME PROVIDER NAME: LJA Engineering, Inc.

	Total	Pflugerville Total	Travis County Total
EPP Project	\$ 664,600.11	\$ 304,850.11	\$ 359,750.00
Additional Services	\$ 159,560.00	\$ 85,659.45	\$ 73,900.55
GRAND TOTAL	\$ 824,160.11	\$ 390,509.56	\$ 433,650.55

EXHIBIT C: FEE SCHEDULE - Design Services for Environmental and Schematic - LUMP SUM

PROJECT NAME: East Pflugerville Parkway
 PRIME PROVIDER NAME: LJA Engineering, Inc.

Date: 7/21/19

TASK DESCRIPTION	Senior Project Manager	Senior Engineer/ Planner	Project Engineer	Senior Structural Engineer	Structural Engineer	E.I.T.	Senior Engineering Tech	CADD Operator	GIS Analyst/ Cartography	GIS Technician	Admin	Total Hours	Line Item Subtotal	Pflugerville Subtotal	Travis County Subtotal
Project Management															
Kick-off Meeting with City	4.0	4.0										8.0	\$ 1,660.00	\$ 800.95	\$ 859.05
Kick-off Meeting with Team	8.0	2.0	2.0			6.0	2.0	2.0				22.0	\$ 3,760.00	\$ 1,814.20	\$ 1,945.80
Milestone Meetings (Schematic)	2.0	2.0	2.0									6.0	\$ 1,140.00	\$ 550.05	\$ 589.95
Team Coordination Meetings (12 Meetings with PM, Sr Eng, Eng, EIT @ 1 HRS PER)	12.0	12.0	12.0			12.0						48.0	\$ 8,460.00	\$ 4,081.95	\$ 4,378.05
Progress Meetings (12 Meetings with PM, Sr Eng @ 2 HRS per)	24.0	24.0										48.0	\$ 9,960.00	\$ 4,805.70	\$ 5,154.30
Meeting Minutes (All Meetings)		24.0									48.0	72.0	\$ 7,800.00	\$ 3,763.50	\$ 4,036.50
Master Contract and Sub Consultant Contract Creation	8.0										8.0	16.0	\$ 2,400.00	\$ 1,158.00	\$ 1,242.00
Monthly Invoices	12.0										12.0	24.0	\$ 3,600.00	\$ 1,737.00	\$ 1,863.00
Manage Sub Consultants															
NLA	4.0											4.0	\$ 920.00	\$ 443.90	\$ 476.10
M&M	8.0											8.0	\$ 1,840.00	\$ 887.80	\$ 952.20
RIOS	8.0											8.0	\$ 1,840.00	\$ 887.80	\$ 952.20
CORSAIR	16.0					8.0						24.0	\$ 4,760.00	\$ 2,296.70	\$ 2,463.30
ACI	16.0	8.0										24.0	\$ 5,160.00	\$ 2,489.70	\$ 2,670.30
Project Schedule															
Schematic	12.0											12.0	\$ 2,760.00	\$ 1,331.70	\$ 1,428.30
Document Control											24.0	24.0	\$ 1,680.00	\$ 810.60	\$ 869.40
Prepare Submittals for City Oversight Reviews (Schematic)	4.0	8.0				8.0					8.0	28.0	\$ 4,040.00	\$ 1,949.30	\$ 2,090.70
HOURS SUB-TOTALS															
	138.0	84.0	16.0	0.0	0.0	34.0	2.0	2.0	0.0	0.0	100.0	376.0			
LABOR RATE PER HOUR															
	\$230	\$185	\$155	\$190	\$145	\$135	\$120	\$95	\$110	\$95	\$70				
SUBTOTAL	\$31,740	\$15,540	\$2,480	\$0	\$0	\$4,590	\$240	\$190	\$0	\$0	\$7,000	\$61,780	\$ 61,780.00	\$ 29,808.85	\$ 31,971.15

TASK DESCRIPTION	Senior Project Manager	Senior Engineer/ Planner	Project Engineer	Senior Structural Engineer	Structural Engineer	E.I.T.	Senior Engineering Tech	CADD Operator	GIS Analyst/ Cartography	GIS Technician	Admin	Total Hours	Line Item Subtotal	Pflugerville Subtotal	Travis County Subtotal
Topographical Survey															
Aerial Mapping, Design, Boundary Survey - See M&M Scope & Fee Phase 1															

TASK DESCRIPTION	Senior Project Manager	Senior Engineer/ Planner	Project Engineer	Senior Structural Engineer	Structural Engineer	E.I.T.	Senior Engineering Tech	CADD Operator	GIS Analyst/ Cartography	GIS Technician	Admin	Total Hours	Line Item Subtotal	Pflugerville Subtotal	Travis County Subtotal
NEPA & Schematic															
Route & Design Studies (3 NEPA Alignments)															
Collect Existing Data						4.0						4.0	\$ 540.00	\$ 260.55	\$ 279.45
Site Visits			24.0			24.0						48.0	\$ 6,960.00	\$ 3,358.20	\$ 3,601.80
Develop Horizontal Alignment		4.0	16.0			40.0						60.0	\$ 8,620.00	\$ 4,159.15	\$ 4,460.85
Develop Plan Layout		4.0	40.0			80.0						124.0	\$ 17,740.00	\$ 8,559.55	\$ 9,180.45
Develop Vertical Alignment		12.0	24.0			80.0						116.0	\$ 16,740.00	\$ 8,077.05	\$ 8,662.95
Develop Typical Sections		4.0	8.0			24.0						36.0	\$ 5,220.00	\$ 2,518.65	\$ 2,701.35
Develop Cross Sections/Corridor Model		4.0	16.0			80.0	120.0					220.0	\$ 28,420.00	\$ 13,712.65	\$ 14,707.35
Develop Retaining Walls Locations		2.0	8.0			24.0	40.0					74.0	\$ 9,650.00	\$ 4,656.13	\$ 4,993.88
Develop ROW		2.0	4.0			16.0						22.0	\$ 3,150.00	\$ 1,519.88	\$ 1,630.13
Develop Preliminary Utility Assignments		4.0	8.0			24.0						36.0	\$ 5,220.00	\$ 2,518.65	\$ 2,701.35
Develop Cost Estimates			4.0			16.0						20.0	\$ 2,780.00	\$ 1,341.35	\$ 1,438.65
Preliminary Drainage															
Delineate offsite drainage areas		2.0	8.0			24.0						34.0	\$ 4,850.00	\$ 2,340.13	\$ 2,509.88
Determine Time of Concentration			2.0			8.0						10.0	\$ 1,390.00	\$ 670.68	\$ 719.33
Create Land Use Map			2.0			16.0						18.0	\$ 2,470.00	\$ 1,191.78	\$ 1,278.23
Calculate Peak Flows			2.0			16.0						18.0	\$ 2,470.00	\$ 1,191.78	\$ 1,278.23
Preliminary storm sewer layout		2.0	8.0			24.0						34.0	\$ 4,850.00	\$ 2,340.13	\$ 2,509.88
Size Proposed Cross Culverts		2.0	8.0			24.0						34.0	\$ 4,850.00	\$ 2,340.13	\$ 2,509.88
Impact Analysis															
Determine Existing and Proposed Impervious Cover			2.0			16.0						18.0	\$ 2,470.00	\$ 1,191.78	\$ 1,278.23
Determine increase in peak flow rates between existing and proposed			2.0			16.0						18.0	\$ 2,470.00	\$ 1,191.78	\$ 1,278.23
Determine increase in volume of runoff between existing and proposed			12.0			12.0						24.0	\$ 3,480.00	\$ 1,679.10	\$ 1,800.90
Create existing and proposed hydrographs at each outfall		4.0	12.0									16.0	\$ 2,600.00	\$ 1,254.50	\$ 1,345.50
Determine peak flows with timing-existing condition		8.0	24.0									32.0	\$ 5,200.00	\$ 2,509.00	\$ 2,691.00
Determine peak flows with timing-proposed condition		8.0	24.0									32.0	\$ 5,200.00	\$ 2,509.00	\$ 2,691.00
Preliminary Detention Plan (Calculations and Sizing)		24.0	40.0			40.0						104.0	\$ 16,040.00	\$ 7,739.30	\$ 8,300.70
Existing/Proposed Impervious Cover Calculation			12.0			12.0						24.0	\$ 3,480.00	\$ 1,679.10	\$ 1,800.90
Preliminary Water Quality Layout and Calculations			12.0			24.0						36.0	\$ 5,940.00	\$ 2,866.05	\$ 3,073.95
Develop Schematic															
Develop Schematic Roll Plot	4.0	8.0	24.0			60.0						176.0	\$ 21,820.00	\$ 10,528.15	\$ 11,291.85
HOURS SUB-TOTALS															
	4.0	106.0	358.0	0.0	0.0	680.0	160.0	80.0	0.0	0.0	0.0	1388.0			
LABOR RATE PER HOUR															
	\$230	\$185	\$155	\$190	\$145	\$135	\$120	\$95	\$110	\$95	\$70				
SUBTOTAL	\$920	\$19,610	\$55,490	\$0	\$0	\$91,800	\$19,200	\$7,600	\$0	\$0	\$0	\$194,620	\$ 194,620.00	\$ 93,904.15	\$ 100,715.85

East Pflugerville Parkway -EXHIBIT C - LUMP SUM FEE ESTIMATE

TASK DESCRIPTION	Senior Project Manager	Senior Engineer/ Planner	Project Engineer	Senior Structural Engineer	Structural Engineer	E.I.T.	Senior Engineering Tech	CADD Operator	GIS Analyst/ Cartography	GIS Technician	Admin	Total Hours	Line Item Subtotal	Pflugerville Subtotal	Travis County Subtotal
Hydrology and Hydraulics FEMA Study															
Obtain existing records						4.0						4.0	\$ 540.00	\$ 180.00	\$ 360.00
Analyze FEMA Floodplain - 3 Crossings															
Coordinate with FEMA Floodplain Administrator		1.0	1.0									2.0	\$ 340.00	\$ 113.33	\$ 226.67
Obtain existing hydrology and hydraulic models			2.0									2.0	\$ 310.00	\$ 103.33	\$ 206.67
Obtain Dam Information to establish boundary condition			2.0									2.0	\$ 310.00	\$ 103.33	\$ 206.67
Calculate peak flow values		2.0	16.0			16.0						34.0	\$ 5,010.00	\$ 1,670.00	\$ 3,340.00
Create/update existing condition model		16.0	56.0			56.0						128.0	\$ 19,200.00	\$ 6,400.00	\$ 12,800.00
Apply Atlas 14 Data		2.0	2.0			4.0						8.0	\$ 1,220.00	\$ 406.67	\$ 813.33
Create proposed condition model		8.0	40.0			40.0						88.0	\$ 13,080.00	\$ 4,360.00	\$ 8,720.00
Analyze results and determine mitigation required		4.0	16.0			16.0						36.0	\$ 5,380.00	\$ 1,793.33	\$ 3,586.67
Perform Scour Analysis (HEC-RAS)		2.0	8.0			8.0						18.0	\$ 2,690.00	\$ 896.67	\$ 1,793.33
Develop Stream Protection Plans			8.0			8.0		8.0				24.0	\$ 3,080.00	\$ 1,026.67	\$ 2,053.33
Preliminary Drainage Report including floodplain report			8.0	40.0		40.0						88.0	\$ 13,080.00	\$ 4,360.00	\$ 8,720.00
Report Exhibits		2.0	2.0			16.0		24.0	16.0			60.0	\$ 6,880.00	\$ 2,293.33	\$ 4,586.67
HOURS SUB-TOTALS	0.0	45.0	193.0	0.0	0.0	208.0	0.0	32.0	16.0	0.0	0.0	494.0			
LABOR RATE PER HOUR	\$230	\$185	\$155	\$190	\$145	\$135	\$120	\$95	\$110	\$95	\$70				
SUBTOTAL	\$0	\$8,325	\$29,915	\$0	\$0	\$28,080	\$0	\$3,040	\$1,760	\$0	\$0	\$71,120	\$ 71,120.00	\$ 23,706.67	\$ 47,413.33

TASK DESCRIPTION	Senior Project Manager	Senior Engineer/ Planner	Project Engineer	Senior Structural Engineer	Structural Engineer	E.I.T.	Senior Engineering Tech	CADD Operator	GIS Analyst/ Cartography	GIS Technician	Admin	Total Hours	Line Item Subtotal	Pflugerville Subtotal	Travis County Subtotal
Environmental															
Environmental - See ACI Fee													\$ -	\$ -	\$ -
Environmental Support Services															
Attend Open House (2 People)	7.0	7.0										14.0	\$ 2,905.00	\$ 1,401.66	\$ 1,503.34
Coordinate and Prepare Open House Exhibits		4.0				8.0		16.0				28.0	\$ 3,340.00	\$ 1,611.55	\$ 1,728.45
Receive from NLA and assist in addressing Open house comments (Assume 30)		8.0	16.0			16.0						40.0	\$ 6,120.00	\$ 2,952.90	\$ 3,167.10
QA/QC of ACI documents	16.0	16.0										32.0	\$ 6,640.00	\$ 3,203.80	\$ 3,436.20
HOURS SUB-TOTALS	23.0	35.0	16.0	0.0	0.0	24.0	0.0	16.0	0.0	0.0	0.0	114.0			
LABOR RATE PER HOUR	\$230	\$185	\$155	\$190	\$145	\$135	\$120	\$95	\$110	\$95	\$70				
SUBTOTAL	\$5,290	\$6,475	\$2,480	\$0	\$0	\$3,240	\$0	\$1,520	\$0	\$0	\$0	\$19,005	\$ 19,005.00	\$ 9,169.91	\$ 9,835.09

TASK DESCRIPTION	Senior Project Manager	Senior Engineer/ Planner	Project Engineer	Senior Structural Engineer	Structural Engineer	E.I.T.	Senior Engineering Tech	CADD Operator	GIS Analyst/ Cartography	GIS Technician	Admin	Total Hours	Line Item Subtotal	Pflugerville Subtotal	Travis County Subtotal
Public Involvement															
Coordinate Open House Meetings, Signs, Fliers, Etc. - SEE NLA Fee															
HOURS SUB-TOTALS															
LABOR RATE PER HOUR	\$230	\$185	\$155	\$190	\$145	\$135	\$120	\$95	\$110	\$95	\$70				
SUBTOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$ -	\$ -	\$ -

TASK DESCRIPTION	Senior Project Manager	Senior Engineer/ Planner	Project Engineer	Senior Structural Engineer	Structural Engineer	E.I.T.	Senior Engineering Tech	CADD Operator	GIS Analyst/ Cartography	GIS Technician	Admin	Total Hours	Line Item Subtotal	Pflugerville Subtotal	Travis County Subtotal
Utility Coordination															
Kick off Meeting for Util	4.0	4.0				4.0						12.0	\$ 2,200.00	\$ 1,061.50	\$ 1,138.50
Progress Meetings (7 utilities x 1 individual mtg, 3 group mtg). Time includes scheduling, exhibits, travel, agenda, minutes	4.0	60.0	12.0			40.0	24.0				4.0	144.0	\$ 22,440.00	\$ 10,827.30	\$ 11,612.70
Prepare and maintain contact list						6.0					4.0	10.0	\$ 1,090.00	\$ 525.93	\$ 564.08
Communicate with City and Design Team	4.0	20.0	12.0			24.0						60.0	\$ 9,720.00	\$ 4,689.90	\$ 5,030.10
Create and Maintain Conflict List and CADD files		16.0	12.0			24.0	20.0					72.0	\$ 10,460.00	\$ 5,046.95	\$ 5,413.05
Provide updated info to all parties		8.0				16.0	12.0				4.0	40.0	\$ 5,360.00	\$ 2,586.20	\$ 2,773.80
review relo plans and assist with permits	2.0	20.0				8.0						30.0	\$ 5,240.00	\$ 2,528.30	\$ 2,711.70
provide utility relo schedules		8.0				4.0						12.0	\$ 2,020.00	\$ 974.65	\$ 1,045.35
work with City and Util to identify reimbursable costs and secure contract		24.0				8.0					2.0	34.0	\$ 5,660.00	\$ 2,730.95	\$ 2,929.05
HOURS SUB-TOTALS	14.0	160.0	36.0	0.0	0.0	134.0	56.0	0.0	0.0	0.0	14.0	414.0			
LABOR RATE PER HOUR	\$230	\$185	\$155	\$190	\$145	\$135	\$120	\$95	\$110	\$95	\$70				
SUBTOTAL	\$3,220	\$29,600	\$5,580	\$0	\$0	\$18,090	\$6,720	\$0	\$0	\$0	\$980	\$64,190	\$ 64,190.00	\$ 30,971.68	\$ 33,218.33

East Pflugerville Parkway - EXHIBIT C - LUMP SUM FEE ESTIMATE

TASK DESCRIPTION	Senior Project Manager	Senior Engineer/ Planner	Project Engineer	Senior Structural Engineer	Structural Engineer	E.I.T.	Senior Engineering Tech	CADD Operator	GIS Analyst/ Cartography	GIS Technician	Admin	Total Hours	Line Item Subtotal	Pflugerville Subtotal	Travis County Subtotal
Geotechnical															
GeoTech Engineering - SEE Corsair FEE														N/A	N/A
Structures															
Conceptual Schematic Bridge Alternatives (2 max)				8.0	12.0	24.0	16.0					60.0	\$ 8,420.00		\$ 8,420.00
Prepare Estimate					2.0							2.0	\$ 290.00		\$ 290.00
HOURS SUB-TOTALS	0.0	0.0	0.0	8.0	14.0	24.0	16.0	0.0	0.0	0.0	0.0	62.0			
LABOR RATE PER HOUR	\$230	\$185	\$155	\$190	\$145	\$135	\$120	\$95	\$110	\$95	\$70				
SUBTOTAL	\$0	\$0	\$0	\$1,520	\$2,030	\$3,240	\$1,920	\$0	\$0	\$0	\$0	\$8,710	\$ 8,710.00		\$ 8,710.00
Traffic Studies															
Projected Counts			2.0									2.0	\$ 310.00	\$ 232.50	\$ 77.50
Review Data and add to Schematic			2.0			4.0						6.0	\$ 850.00	\$ 637.50	\$ 212.50
HOURS SUB-TOTALS	0.0	0.0	4.0	0.0	0.0	4.0	0.0	0.0	0.0	0.0	0.0	8.0			
LABOR RATE PER HOUR	\$230	\$185	\$155	\$190	\$145	\$135	\$120	\$95	\$110	\$95	\$70				
SUBTOTAL	\$0	\$0	\$620	\$0	\$0	\$540	\$0	\$0	\$0	\$0	\$0	\$1,160	\$ 1,160.00	\$ 870.00	\$ 290.00
Milestone Comment Resolution (City and TxDOT)															
QA/QC Schematic City Submittal	8.0	16.0										24.0	\$ 4,800.00	\$ 2,316.00	\$ 2,484.00
Respond to City comments Schematic		8.0	12.0			24.0	8.0	24.0				76.0	\$ 9,820.00	\$ 4,738.15	\$ 5,081.85
HOURS SUB-TOTALS	8.0	24.0	12.0	0.0	0.0	24.0	8.0	24.0	0.0	0.0	0.0	100.0			
LABOR RATE PER HOUR	\$230	\$185	\$155	\$190	\$145	\$135	\$120	\$95	\$110	\$95	\$70				
SUBTOTAL	\$1,840	\$4,440	\$1,860	\$0	\$0	\$3,240	\$960	\$2,280	\$0	\$0	\$0	\$14,620	\$ 14,620.00	\$ 7,054.15	\$ 7,565.85

East Pflugerville Parkway -EXHIBIT C - LUMP SUM FEE ESTIMATE

TASK DESCRIPTION	Senior Project Manager	Senior Engineer/ Planner	Project Engineer	Senior Structural Engineer	Structural Engineer	E.I.T.	Senior Engineering Tech	CADD Operator	GIS Analyst/ Cartography	GIS Technician	Admin	Total Cost Task	Pflugerville Subtotal	Travis County Subtotal
Project Management	\$ 31,740.00	\$ 15,540.00	\$ 2,480.00	\$ -	\$ -	\$ 4,590.00	\$ 240.00	\$ 190.00	\$ -	\$ -	\$ 7,000.00	\$ 61,780.00	\$ 29,808.85	\$ 31,971.15
Topographical Survey														
NEPA & Schematic	\$920	\$19,610	\$55,490	\$0	\$0	\$91,800	\$19,200	\$7,600	\$0	\$0	\$0	\$ 194,620.00	\$ 93,904.15	\$ 100,715.85
Hydrology and Hydraulics FEMA Study	\$0	\$8,325	\$29,915	\$0	\$0	\$28,080	\$0	\$3,040	\$1,760	\$0	\$0	\$ 71,120.00	\$ 23,706.67	\$ 47,413.33
Environmental	\$5,290	\$6,475	\$2,480	\$0	\$0	\$3,240	\$0	\$1,520	\$0	\$0	\$0	\$ 19,005.00	\$ 9,169.91	\$ 9,835.09
Public Involvement	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$ -	\$ -	\$ -
Utility Coordination	\$3,220	\$29,600	\$5,580	\$0	\$0	\$18,090	\$6,720	\$0	\$0	\$0	\$980	\$ 64,190.00	\$ 30,971.68	\$ 33,218.33
Geotechnical														
Structures	\$0	\$0	\$0	\$1,520	\$2,030	\$3,240	\$1,920	\$0	\$0	\$0	\$0	\$ 8,710.00	\$ -	\$ 8,710.00
Traffic Studies	\$0	\$0	\$620	\$0	\$0	\$540	\$0	\$0	\$0	\$0	\$0	\$ 1,160.00	\$ 870.00	\$ 290.00
Milestone Comment Resolution (City and TxDOT)	\$1,840	\$4,440	\$1,860	\$0	\$0	\$3,240	\$960	\$2,280	\$0	\$0	\$0	\$ 14,620.00	\$ 7,054.15	\$ 7,565.85
SUBTOTAL LABOR EXPENSES (LUMP SUM)	\$ 43,010	\$ 83,990	\$ 98,425	\$ 1,520	\$ 2,030	\$ 152,820	\$ 29,040	\$ 14,630	\$ 1,760	\$ -	\$ 7,980	\$435,205	\$ 195,485.40	\$ 239,720
DIRECT EXPENSES	Rate	Quantity	Cost											
Meals	\$36.00	0	\$0.00									\$0	\$ -	\$ -
Mileage	\$0.58	2000	\$1,150.00									\$1,150	\$ 554.88	\$ 595.13
Courier Services (Deliveries)	\$30.00	2	\$60.00									\$60	\$ 28.95	\$ 31.05
CADD Plotting (per SQ/FT)	\$1.50	400	\$600.00									\$600	\$ 289.50	\$ 310.50
Photocopies B/W (8.5 X 11)	\$0.10	1000	\$100.00									\$100	\$ 48.25	\$ 51.75
Photocopies B/W (11 X 17)	\$0.15	500	\$75.00									\$75	\$ 36.19	\$ 38.81
Photocopies Color (8.5 X 11)	\$0.75	500	\$375.00									\$375	\$ 180.94	\$ 194.06
Photocopies Color (11 X 17)	\$1.00	500	\$500.00									\$500	\$ 241.25	\$ 258.75
Exhibit Roll Plots (Mounted Color on Bond) (SQ/FT)	\$20.00	240	\$4,800.00									\$4,800	\$ 2,316.00	\$ 2,484.00
AM/PM Peak Hour Turning Movement Counts	\$500.00	0	\$0.00									\$0	\$ -	\$ -
24 Hour Count	\$150.00	0	\$0.00									\$0	\$ -	\$ -
Interpreter (Sign Language)	\$500.00	0	\$0.00									\$0	\$ -	\$ -
SUBTOTAL DIRECT EXPENSES (LUMP SUM)												\$7,660	\$ 3,695.95	\$ 3,964.05
LJA ENGINEERING, INC. TOTAL												\$442,865.00	\$ 199,181.35	\$243,683.65
SUBCONSULTANTS														
PUBLIC INVOLVEMENT (NLB)												\$3,593.10	\$1,733.67	\$1,859.43
SURVEY (M&M)												\$118,690.55	\$57,268.19	\$61,422.36
GEOTECHNICAL (Corsair)												\$70,971.46	\$32,925.29	\$38,046.17
ENVIRONMENTAL (ACI)												\$28,480.00	\$13,741.60	\$14,738.40
TOTAL - SUB CONSULTANTS:												\$221,735.11	\$105,668.75	\$116,066.36
TOTAL												\$664,600.11	\$304,850.11	\$359,750.00

East Pflugerville Parkway - EXHIBIT C - LUMP SUM FEE ESTIMATE

EXHIBIT C
 FEE SCHEDULE - Additional Services
 PROJECT NAME: East Pflugerville Parkway
 PRIME PROVIDER NAME: LJA Engineering, Inc.

Date: 7/21/2019

East Pflugerville Parkway Project															
TASK DESCRIPTION	Senior Project Manager	Senior Engineer/ Planner	Project Engineer	Senior Structural Engineer	Structural Engineer	E.I.T.	Senior Engineering Tech	CADD Operator	GIS Analyst/ Cartography	GIS Technician	Admin	Total Hours	Line Item Subtotal	Pflugerville Subtotal	Travis County Subtotal
Traffic Studies (Lump Sum)															
Collect Counts and Review Data			2.0			4.0						6.0	\$ 850.00	\$ 637.50	\$ 212.50
HOURS SUB-TOTALS	0.0	0.0	2.0	0.0	0.0	4.0	0.0	0.0	0.0	0.0	0.0	6.0			
LABOR RATE PER HOUR	\$230	\$185	\$155	\$190	\$145	\$135	\$120	\$95	\$110	\$95	\$70				
SUBTOTAL	\$0	\$0	\$310	\$0	\$0	\$540	\$0	\$0	\$0	\$0	\$0	\$850	\$ 850.00	\$ 637.50	\$ 212.50

TASK DESCRIPTION	Senior Project Manager	Senior Engineer/ Planner	Project Engineer	Senior Structural Engineer	Structural Engineer	E.I.T.	Senior Engineering Tech	CADD Operator	GIS Analyst/ Cartography	GIS Technician	Admin	Total Hours	Line Item Subtotal	Pflugerville Subtotal	Travis County Subtotal
Grant Application (Lump Sum)															
Assist in preparation of CAMPO application	24.0	32.0	40.0			60.0		40.0			8.0	204.0	\$ 30,100.00	\$ 14,523.25	\$ 15,576.75
HOURS SUB-TOTALS	24.0	32.0	40.0	0.0	0.0	60.0	0.0	40.0	0.0	0.0	8.0	204.0			
LABOR RATE PER HOUR	\$230	\$185	\$155	\$190	\$145	\$135	\$120	\$95	\$110	\$95	\$70				
SUBTOTAL	\$5,520	\$5,920	\$6,200	\$0	\$0	\$8,100	\$0	\$3,800	\$0	\$0	\$560	\$30,100	\$ 30,100.00	\$ 14,523.25	\$ 15,576.75

TASK DESCRIPTION	Senior Project Manager	Senior Engineer/ Planner	Project Engineer	Senior Structural Engineer	Structural Engineer	E.I.T.	Senior Engineering Tech	CADD Operator	GIS Analyst/ Cartography	GIS Technician	Admin	Total Hours	Line Item Subtotal	Pflugerville Subtotal	Travis County Subtotal
Acquisition Survey (Lump Sum)															
Acquisition Survey - See M&M Scope & Fee Phase II															
HOURS SUB-TOTALS	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0			
LABOR RATE PER HOUR	\$230	\$185	\$155	\$190	\$145	\$135	\$120	\$95	\$110	\$95	\$70				
SUBTOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

TASK DESCRIPTION	Senior Project Manager	Senior Engineer/ Planner	Project Engineer	Senior Structural Engineer	Structural Engineer	E.I.T.	Senior Engineering Tech	CADD Operator	GIS Analyst/ Cartography	GIS Technician	Admin	Total Hours	Line Item Subtotal	Pflugerville Subtotal	Travis County Subtotal
Subsurface Utility Exploration (T&M)															
SUE - SEE RIOS FEE												0.0			
HOURS SUB-TOTALS	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0			
LABOR RATE PER HOUR	\$230	\$185	\$155	\$190	\$145	\$135	\$120	\$95	\$110	\$95	\$70				
SUBTOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

TASK DESCRIPTION	Senior Project Manager	Senior Engineer/ Planner	Project Engineer	Senior Structural Engineer	Structural Engineer	E.I.T.	Senior Engineering Tech	CADD Operator	GIS Analyst/ Cartography	GIS Technician	Admin	Total Hours	Line Item Subtotal	Pflugerville Subtotal	Travis County Subtotal
ROW Acquisition (T&M)															
ROW Exhibit preparation		4.0				24.0		24.0				52.0	\$ 6,260.00	\$ 3,020.45	\$ 3,239.55
HOURS SUB-TOTALS	0.0	4.0	0.0	0.0	0.0	24.0	0.0	24.0	0.0	0.0	0.0	52.0			
LABOR RATE PER HOUR	\$230	\$185	\$155	\$190	\$145	\$135	\$120	\$95	\$110	\$95	\$70				
SUBTOTAL	\$0	\$740	\$0	\$0	\$0	\$3,240	\$0	\$2,280	\$0	\$0	\$0	\$6,260	\$ 6,260.00	\$ 3,020.45	\$ 3,239.55

TASK DESCRIPTION	Senior Project Manager	Senior Engineer/ Planner	Project Engineer	Senior Structural Engineer	Structural Engineer	E.I.T.	Senior Engineering Tech	CADD Operator	GIS Analyst/ Cartography	GIS Technician	Admin	Total Cost Task	Pflugerville Subtotal	Travis County Subtotal
Traffic Studies (Lump Sum)	\$0	\$ -	\$ 310.00	\$ -	\$ -	\$ 540.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 850.00	\$ 637.50	\$ 212.50
Grant Application (Lump Sum)	\$5,520	\$ 5,920.00	\$ 6,200.00	\$ -	\$ -	\$ 8,100.00	\$ -	\$ 3,800.00	\$ -	\$0	\$ 560.00	\$ 30,100.00	\$ 14,523.25	\$ 15,576.75
Acquisition Survey (Lump Sum)												\$ -	\$ -	\$ -
Subsurface Utility Exploration (T&M)												\$ -	\$ -	\$ -
ROW Acquisition (T&M)	\$0	\$740	\$0	\$0	\$0	\$3,240	\$0	\$2,280	\$0	\$0	\$0	\$ 6,260.00	\$ 3,020.45	\$ 3,239.55

SUBTOTAL LABOR EXPENSES (LUMP SUM)													\$ 5,520	\$ 6,660	\$ 6,510	\$ -	\$ -	\$ 11,880	\$ -	\$ 6,080	\$ -	\$ -	\$ 560	\$37,210	\$ 18,181.20	\$ 19,029	
DIRECT EXPENSES													Rate	Quantity	Cost												
Meals													\$36.00	0	\$0.00								\$0	\$ -	\$ -		
Mileage													\$0.58	0	\$0.00								\$0	\$ -	\$ -		
Courier Services (Deliveries)													\$30.00	0	\$0.00								\$0	\$ -	\$ -		
CADD Plotting (per SQ/FT)													\$1.50	0	\$0.00								\$0	\$ -	\$ -		
Photocopies B/W (8.5 X 11)													\$0.10	0	\$0.00								\$0	\$ -	\$ -		
Photocopies B/W (11 X 17)													\$0.15	0	\$0.00								\$0	\$ -	\$ -		
Photocopies Color (8.5 X 11)													\$0.75	0	\$0.00								\$0	\$ -	\$ -		
Photocopies Color (11 X 17)													\$1.00	0	\$0.00								\$0	\$ -	\$ -		
Exhibit Roll Plots (Mounted Color on Bond) (SQ/FT)													\$20.00	0	\$0.00								\$0	\$ -	\$ -		
AM/PM Peak Hour Turning Movement Counts													\$500.00	4	\$2,000.00								\$2,000	\$ 1,500.00	\$ 500.00		

East Pflugerville Parkway -EXHIBIT C - LUMP SUM FEE ESTIMATE

24 Hour Count	\$150.00	4	\$600.00									\$600	\$ 450.00	\$ 150.00
Interpreter (Sign Language)	\$500.00	0	\$0.00									\$0	\$ -	\$ -
SUBTOTAL DIRECT EXPENSES (LUMP SUM)												\$2,600	\$ 1,254.50	\$ 1,345.50
LJA ENGINEERING, INC. TOTAL												\$39,810.00	\$ 19,435.70	\$20,374.30
SUBCONSULTANTS												Pflugerville Subtotal	Travis County Subtotal	
SURVEY (M&M)												\$62,500.00	\$30,156.25	\$32,343.75
SUE (RIOS) (T&M)												\$57,250.00	\$36,067.50	\$21,182.50
TOTAL - SUB CONSULTANTS:												\$119,750.00	\$66,223.75	\$53,526.25
ADD SERVICE TOTAL												\$159,560.00	\$85,659.45	\$73,900.55



June 13, 2019

Brian Young, P.E.
LJA Engineering
5316 W. Hwy 290, Suite 150
Austin, TX 78735
(512) 439-4731

VIA EMAIL
byoung@lja.com

RE: Fourth Revised Proposal for Surveying Services for Pflugerville Parkway Project, City of Pflugerville, Texas

Dear Mr. Young:

We appreciate the opportunity to present you with this fourth revised proposal for the above referenced project. The following represents our understanding of the area to survey, scope of services, and our fee proposal.

Area of Project:

- See Exhibit "A", areas highlighted in "Yellow".

Scope of Services:

A. Aerial Mapping

1. Establish survey control and set the panels required for an aerial flight to capture data within the area highlighted in "Yellow" on Exhibit "A".
 - The basis for project coordinates and bearings shall be the Texas Coordinate System, North American Datum of 1983 (NAD-83) (2011) (EPOCH 2010, 0000) adjustment, Central Zone 4203, with linear values in U.S. Survey Feet. Survey products shall be provided in Project Surface Coordinates, utilizing a Combined Grid-to-Surface Adjustment Factor (CAF) of 1.00011. The basis for project elevations shall be the North American Vertical Datum of 1988 (NAVD 1988). Horizontal and vertical control shall be referenced to the National Geodetic Survey (NGS) survey control network.
2. Provide an orthometric photo (rectified) that can be used for planning purposes by the client.
3. Obtain sufficient LiDAR that covers the area highlighted in "Yellow" on Exhibit "A" to create a digital topographic design file at 1-foot interval contours.

B. Design Surveying Services

1. A maximum of six (6) hydraulic creek cross sections 1000 feet wide.
2. A maximum of six (6) hydraulic cross section 600 feet wide.

*Boundary Survey (Taxable)

- Boundary Verification: Plot record deeds and/or subdivision plats and locate sufficient monumentation to establish and approximate depiction of property lines of lots adjacent to the alignment within the survey limits. However, this will not be a full boundary survey. Plot all existing public easements within or adjacent to the alignment.
- Provide plats and descriptions (metes and bounds) for proposed parcel acquisition.
- Provide plats and descriptions (metes and bounds) for proposed easements that are immediately adjacent to the proposed right-of-way.

Fees:

Aerial Mapping Services ~ (Non-taxable):

2 Man Field Crew:	20 hrs @	\$155.00 /hr.= \$	3,100.00
2 Man GPS/RTK Field Crew:	40 hrs @	\$205.00 /hr.= \$	8,200.00
Surveyor Technician:	2 hrs @	\$90.13 /hr.= \$	180.26
Surveyor-in-Training IV:	16 hrs @	\$101.40 /hr.= \$	1,622.40
Surveyor Associate VI:	30 hrs @	\$95.77 /hr.= \$	2,873.10
RPLS VI:	4 hrs @	\$138.02 /hr.= \$	552.08
Supervisory Land Surveyor IV:	1 hrs @	\$149.28 /hr.= \$	149.28
Aerial Mapping (Subconsultant):	1 ea @	\$58,000.00 /ea.= \$	58,000.00
AERIAL MAPPING SERVICES TOTAL = \$			74,677.12

Design Surveying Services ~ (Non-taxable):

2 Man Field Crew:	10 hrs @	\$155.00 /hr.= \$	1,550.00
2 Man GPS/RTK Field Crew:	40 hrs @	\$205.00 /hr.= \$	8,200.00
Surveyor Technician:	1 hrs @	\$90.13 /hr.= \$	90.13
Surveyor-in-Training IV:	4 hrs @	\$101.40 /hr.= \$	405.60
Surveyor Associate VI:	30 hrs @	\$95.77 /hr.= \$	2,873.10
RPLS VI:	1 hrs @	\$138.02 /hr.= \$	138.02
DESIGN SURVEYING SERVICES TOTAL = \$			13,256.85

Boundary Surveying ~ (Taxable Services):

Phase I:

2 Man Field Crew:	20 hrs @	\$155.00 /hr.=	\$ 3,100.00
2 Man GPS/RTK Field Crew:	60 hrs @	\$205.00 /hr.=	\$ 12,300.00
Surveyor Technician:	6 hrs @	\$90.13 /hr.=	\$ 540.78
Surveyor-in-Training IV:	80 hrs @	\$101.40 /hr.=	\$ 8,112.00
Surveyor Associate VI:	40 hrs @	\$95.77 /hr.=	\$ 3,830.80
RPLS VI:	10 hrs @	\$138.02 /hr.=	\$ 1,380.20
Supervisory Land Surveyor IV:	10 hrs @	\$149.28 /hr.=	\$ 1,492.80

PHASE I BOUNDARY SURVEYING TOTAL = \$ 30,756.58

Phase II:

Acquisition Parcels	5 ea @	\$7,500.00 /ea=	\$ 37,500.00
Easement Parcels	10 ea @	\$2,500.00 /ea=	\$ 25,000.00

PHASE II BOUNDARY SURVEYING TOTAL = \$ 62,500.00

Summary:

Aerial Mapping Services Total =	\$ 74,677.12
Design Surveying Services Total =	\$ 13,256.85
Phase I Boundary Surveying Total =	\$ 30,756.58
Phase II Boundary Surveying Total =	\$ 62,500.00
LUMP SUM TOTAL:	\$ 181,190.55

Optional Grand Total (with 8.25% sales tax)*

Sales Tax on Boundary Surveying Fee (\$93,256.58) \$	7,693.67
GRAND TOTAL \$	188,884.22

*Since this project includes taxable services, we will need to receive a Texas Sales and Use Tax Resale Certificate for those services prior to starting the project. If one is not available, sales tax will be charged.

Electronic File Requirements:

- A. Survey shall be provided in AutoCAD (.dwg) format.
- B. The units of the drawing file shall be U.S. survey feet.
- C. Parcel plats and descriptions (metes and bounds)

NLB Fee

TASK DESCRIPTION	PI Advisor	Project Manager	Senior PI Specialist	PI Specialist	Engineer Tech	TOTAL HRS.	TOTAL LABOR HRS. & COSTS
STAFF	Nancy	Mitzi	Annie	Lauren	Mandy		
Public Involvement							
Open House (up to 1)							
Logistics and Staffing			4			4	\$ 431.20
Draft and Final Comment Form		1		2	1	4	\$ 482.87
Draft and Final Comment Response Matrix		2		12		14	\$ 1,610.04
Project Coordination							
Coordination Meetings		2				2	\$ 377.52
Invoicing and Progress Reports	2	1		1		4	\$ 691.47
HOURS SUB-TOTALS	2	6	4	15	1	26	
CONTRACT RATE PER HOUR	\$200.00	\$188.76	\$107.80	\$102.71	\$88.69		
TOTAL LABOR COSTS	\$400.00	\$1,132.56	\$431.20	\$1,540.65	\$88.69		\$3,593.10

FEE PROPOSAL SUMMARY
SUBPROVIDER: CORSAIR CONSULTING LLC (COR)
Estimate of Engineering Services Budget

Travis County
 East Pflugerville Parkway

Corsair Consulting LLC	No. of Sheets	Sr. Project Manager	Senior Engineer	Project Engineer	Sr. Eng. Tech/EIT	Admin./ Clerical	Total Hours	Total Labor Cost
		\$177.38	\$158.50	\$146.61	\$100.61	\$60.37		
Geotechnical Engineering								
1. Perform site visit			2		2		4	\$518.22
2. Mark and Call-in Utilities					4		4	\$402.44
3. Perform Soil Borings (field work)					10		10	\$1,006.10
4. Prepare Boring Logs/Assign lab Testing			2	6	12		20	\$2,403.98
5. Preliminary Geotechnical Report		2	5	10	35		52	\$6,134.71
6. Final Geotechnical Report		2	2	5	15		24	\$2,913.96
7. Invoicing and Clerical		4				12	16	\$1,433.96
8. Project Management		10	4				14	\$2,407.80
Total - Labor Hours		18	15	21	78	12	144	
Subtotal - Labor Cost		\$3,192.84	\$2,377.50	\$3,078.81	\$7,847.58	\$724.44		\$17,221.17

\$17,221.17

	Quantity	Cost	Unit	Total
FIELD INVESTIGATION				
Mobilization - Drill truck, water truck and crew (per mobilization)	1	\$125.00	/each	\$125.00
Soil Boring/Rock Coring without TCP (< 60 ft.)	90	\$30.00	/foot	\$2,700.00
Soil Boring/Rock Coring with TCP (< 60 ft.)		\$35.00	/foot	\$0.00
Soil Boring/Rock Coring with TCP (> 60 ft.)		\$40.00	/foot	\$0.00
Construction Truck 4x4	1	\$125.00	/day	\$125.00
Traffic Control Services, Arrow Boards and Attenuator trucks	1	\$2,750.00	/day	\$2,750.00
Plugging boreholes with bentonite pellets	90	\$8.00	/foot	\$720.00
Patching boreholes with cold patch asphalt	3	\$30.00	/each	\$90.00
LABORATORY TESTING				
Particle-Size Analysis of Soils (without hydrometer)	45	\$65.00	/each	\$2,925.00
Moisture Content	45	\$12.00	/each	\$540.00
Atterberg Limits	45	\$80.00	/each	\$3,600.00
Material finer than the 200 Sieve	45	\$65.00	/each	\$2,925.00
Soluble Sulfate Content		\$120.00	/each	\$0.00
CBR	2	\$450.00	/each	\$900.00
Moisture-Density Relationship	2	\$250.00	/each	\$500.00
Unconfined Compressive Strength (Soil)	45	\$65.00	/each	\$2,925.00
Subtotal - Field and Laboratory Expenses				\$20,825.00
GRAND TOTAL				\$38,046.17

@ 10'

FEE PROPOSAL SUMMARY
SUBPROVIDER: CORSAIR CONSULTING LLC (COR)
Estimate of Engineering Services Budget

City of Pflugerville
 East Pflugerville Parkway

Corsair Consulting LLC	No. of Sheets	Sr. Project Manager	Senior Engineer	Project Engineer	Sr. Eng. Tech/EIT	Admin./ Clerical	Total Hours	Total Labor Cost
			\$177.38	\$158.50	\$146.61	\$100.61	\$60.37	
Geotechnical Engineering								
1. Perform site visit			2		2		4	\$518.22
2. Mark and Call-in Utilities					4		4	\$402.44
3. Perform Soil Borings (field work)					10		10	\$1,006.10
4. Prepare Boring Logs/Assign lab Testing			2	5	10		17	\$2,056.15
5. Preliminary Geotechnical Report		2	5	10	30		47	\$5,631.66
6. Final Geotechnical Report		2	2	5	15		24	\$2,913.96
7. Invoicing and Clerical		4				12	16	\$1,433.96
8. Project Management		10	4				14	\$2,407.80
Total - Labor Hours		18	15	20	71	12	136	
Subtotal - Labor Cost		\$3,192.84	\$2,377.50	\$2,932.20	\$7,143.31	\$724.44		\$16,370.29

\$16,370.29

	Quantity	Cost	Unit	Total
FIELD INVESTIGATION				
Mobilization - Drill truck, water truck and crew (per mobilization)	1	\$125.00	/ each	\$125.00
Soil Boring/Rock Coring without TCP (< 60 ft.)	70	\$30.00	/ foot	\$2,100.00
Soil Boring/Rock Coring with TCP (< 60 ft.)		\$35.00	/ foot	\$0.00
Soil Boring/Rock Coring with TCP (> 60 ft.)		\$40.00	/ foot	\$0.00
Construction Truck 4x4	1	\$125.00	/ day	\$125.00
Traffic Control Services, Arrow Boards and Attenuator trucks	1	\$2,750.00	/ day	\$2,750.00
Plugging boreholes with bentonite pellets	70	\$8.00	/ foot	\$560.00
Patching boreholes with cold patch asphalt	5	\$30.00	/ each	\$150.00
LABORATORY TESTING				
Particle-Size Analysis of Soils (without hydrometer)	35	\$65.00	/ each	\$2,275.00
Moisture Content	35	\$12.00	/ each	\$420.00
Atterberg Limits	35	\$80.00	/ each	\$2,800.00
Material finer than the 200 Sieve	35	\$65.00	/ each	\$2,275.00
Soluble Sulfate Content		\$120.00	/ each	\$0.00
CBR	1	\$450.00	/ each	\$450.00
Moisture-Density Relationship	1	\$250.00	/ each	\$250.00
Unconfined Compressive Strength (Soil)	35	\$65.00	/ each	\$2,275.00
Subtotal - Field and Laboratory Expenses				\$16,555.00
GRAND TOTAL				\$32,925.29

7 @ 10'



THE RIOS GROUP

Estimate for Subsurface Utility Engineering
Pflugerville Parkway
City of Pflugerville

EXHIBIT A

Hourly Office Labor	<i>Rate</i>	<i>Assumed Quantity</i>	<i>Unit of Measure</i>	<i>Sub-Total</i>
Project Manager	\$ 210.00	3	HR	\$ 630.00
Project Engineer	\$ 160.00	6	HR	\$ 960.00
Administrative	\$ 65.00	3	HR	\$ 195.00
CADD Technician	\$ 90.00	20	HR	\$ 1,800.00
Field Manager	\$ 95.00	7	HR	\$ 665.00
Sub-Total				\$ 4,250.00
Direct Expenses	<i>Rate</i>	<i>Assumed Quantity</i>	<i>Unit of Measure</i>	<i>Sub-Total</i>
Survey (RPLS)	\$ 2,250.00	8	DAY	\$ 18,000.00
Sub-Total				\$ 18,000.00
QL"B" SUE Designating	<i>Rate</i>	<i>Assumed Quantity</i>	<i>Unit of Measure</i>	<i>Sub-Total</i>
Designating Crew	\$ 2,500.00	14	Day	\$ 35,000.00
Sub-Total				\$ 35,000.00
Total Estimated Cost				\$ 57,250.00