

**PROFESSIONAL SERVICES AGREEMENT
FOR
CITY INTERSECTION IMPROVEMENTS II**

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 Burns & McDonnell Engineering Company, Inc. (“Consultant”), both of which may be referred to herein singularly as “Party” or collectively as the “Parties.”

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

I. DEFINITIONS

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

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

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

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

II. TERM

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

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

III. SCOPE OF SERVICES

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

All work performed by Consultant hereunder shall be performed to the satisfaction of the City Manager. 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 two hundred twenty-four thousand, three hundred thirty-five and 13/100 dollars (\$224,335.13) as total compensation, to be paid to Consultant as further detailed in Exhibit 2.

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: Burns & McDonnell Engineering Company, Inc.
Attn: Jonathan Tronson, P.E.
8911 N. Capital of Texas Highway #3100
Austin, TX 78759

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 "*City Intersection Improvements II*" 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	2,000,000 combined single coverage limit	City to be provided a waiver of subrogation
Independent Contractors		City prefers that insurer be rated B+V1 or higher by A.M. Best or A or higher by Standard & Poors
Personal Injury		
<hr/> Contractual Liability <hr/>		
Business Auto Liability	1,000,000 combined single limit	City to be provided a waiver of subrogation
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Workers' Compensation & Employers Liability	Statutory Limits 1,000,000 each accident	City to be provided a waiver of subrogation
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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: Raba Kistner, Inc., The Rios Group, Inc., and Peloton Land Solutions, Inc. Any deviation from this subcontractor list, whether in the form of deletions, additions or substitutions shall be approved by City prior to the provision of any services by said subcontractor.

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

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

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

XII. INDEPENDENT CONTRACTOR

Consultant covenants and agrees that he or she is an independent contractor and not an officer, agent, servant or employee of City; that Consultant shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of respondent superior shall not apply as between City and Consultant, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating the relationship of employer-employee, principal-agent, partners or joint 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:

- Exhibit 1 - Proposal for Engineering Services
- Exhibit 2 - Fee
- Exhibit 3 - Limits of Survey Exhibits
- Exhibit 4 - Schedule
- Exhibit 5 - Conflict of Interest Questionnaire
- Exhibit 6 - Certificate of Insurance

XXIV. ENTIRE AGREEMENT

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

XXV. MISCELLANEOUS CITY CODE PROVISIONS

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

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

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

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

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

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 2271.002) 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**

**BURNS & MCDONNELL
ENGINEERING COMPANY, INC.**

(Signature)



(Signature)

Printed Name: Sereniah Breland

Printed Name: **Andrew Reid**

Title: City Manager

Title: **Principal**

Date: _____

Date: **July 15, 2021**

APPROVED AS TO FORM:

Charles E. Zech
City Attorney
DENTON NAVARRO ROCHA BERNAL & ZECH, P.C.

Pflugerville Intersection Improvements – Exhibit 1

Proposal for Engineering Services

July 15, 2021

Scope of Services

PROJECT LOCATION AND GENERAL DESCRIPTION OF THE WORK:

The project includes conceptual engineering design, analysis and opinion of probable construction costs for the improvements to the intersections of SH130 (Copper Mine Overpass) and FM 685, and E. Pflugerville Parkway and FM 685. The proposed improvements in general include turn lane additions, replacing dated traffic signal equipment and modifying signalization, geometric and safety improvements, sidewalk, and ADA Improvements.

Design Standards

The project will utilize the following design standards:

- City Design Criteria, Standard specifications and drawings
- Texas Department of Transportation (TxDOT) Design Criteria
- AASHTO Standards and Policies
- FHWA Policies and Criteria
- Texas Manual on Uniform Traffic Control Devices (TMUTCD)

Work to be Performed

- Task 1. Design Management
- Task 2. Conceptual 30% Design
- Task 3. Preliminary Design
- Task 4. Final Design
- Task 5. Bid Phase Services
- Task 6. Construction Phase Services
- Task 7. ROW/Easement Services
- Task 8. Survey and Subsurface Utility Engineering Services
- Task 9. Permitting
- Task 10. Plan and Submittal Checklists
- Task 11. Quality Control/Quality Assurance

TASK 1. DESIGN MANAGEMENT

Burns & McDonnell Engineering Company, Inc.'s team (ENGINEER) will manage the work outlined in this scope to provide efficient and effective use of ENGINEER's and City of Pflugerville's (CITY's) time and resources. ENGINEER will manage change, communicate effectively, coordinate internally and externally as needed, and proactively address issues with the CITY's Project Manager as necessary to make progress on the work.

1.1. Managing the Team

- Lead, manage and direct design team activities
- Provide quality control in performance of the work
- Communicate internally among team members
- Task and allocate team resources

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1.2. Communications and Reporting

- Attend one (1) project design review meeting with CITY staff. This includes one milestone review meeting for the revised layout concept.
- Conduct and document monthly design team meetings.
- Revise baseline Project Schedule and prepare monthly updates as required in Attachment D to this Standard Agreement and according to the City of Pflugerville's Schedule Guidance Document.
- Prepare and submit monthly progress reports in the format provided by the respective CITY Department.
- Prepare invoices, in accordance with Attachment B to this Standard Agreement and submit monthly in the format requested by the CITY.

PROJECT DETAILS

- Work associated with the task order is to last through development of the 30% plans to be completed by 4/8/2022.
- Coordination meetings with CITY include preparation and follow up meeting minutes/notes.

DELIVERABLES

- A. Meeting summaries with action items for milestone plan review meetings.
- B. Monthly invoices
- C. Monthly progress reports
- D. Revised baseline design schedule (30%)
- E. Review comment responses (30%)
- F. Monthly schedule updates with schedule narrative describing any current or anticipated schedule changes.

TASK 2. CONCEPTUAL DESIGN and SCHEMATIC (30%)

The Conceptual Design shall be submitted to CITY per the approved Project Schedule shown in Exhibit 4.

The purpose of the conceptual design is for the ENGINEER to identify, develop, communicate through the defined deliverables, and recommend the design concept that successfully addresses the design problem, and to obtain the CITY's endorsement of this concept. ENGINEER will utilize concepts and criteria contained in the current CITY *Engineering Design Manual & Construction Standards* and the *TxDOT Roadway Design Manual* and standards where applicable.

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ENGINEER will develop the conceptual 30% design of the infrastructure as follows.

2.1. Data Collection

- In addition to data obtained from the CITY, ENGINEER will also identify and seek to obtain data for existing conditions that may impact the project including utilities, agencies (TxDOT and adjacent cities and county), CITY Master Plans, and property ownership as available from the Tax Assessor's office. ENGINEER will develop a design summary report (DSR) for use on the project.

2.2. Subsurface Utility Engineering (Refer to Section 8.3)**2.3. The Conceptual Design Package shall include the following:****2.3.1 Roadway Design**

- The ENGINEER shall prepare up to 3 interim concept level roadway design alternative for the E. Pflugerville Parkway and FM 685 intersection and up to 2 interim concept level roadway design alternatives for SH130 (Copper Mine Overpass) and FM 685 intersections. ENGINEER with the CITY will then review and approve the alternative for each location to advance to 30% design. Alternatives will be plan view ONLY and evaluated for performance criteria based on the following categories:
 - Safety – Crash history and conflict movements.
 - Mobility – LOS.
 - Implementation – Constructability and cost.
 - Environmental – Can improvements be mitigated and a Categorical Exclusion (CE) be obtained.
 - Impacts to Existing and Planned Development – Is reasonable access maintained and ROW required.
- The ENGINEER shall prepare a schematic level roadway design (30%) alternative for each intersection location based off the chosen concept. The ENGINEER shall present the alternative to the CITY for approval prior to starting the 60% Preliminary Design.

2.3.2 Traffic Engineering

- The ENGINEER will conduct a traffic study at each intersection location to determine movement level of service (LOS) and the intersection LOS.
- The ENGINEER will conduct a signal analysis to determine benefits of synchronization and enhanced phasing.
 - 1) Traffic Data Collection will be performed for the time period from 6:00AM-7:00 PM at the following locations:
 - i. SH130 and FM 685 (Copper Mine Overpass) NB and SB Frontage Road intersections

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- ii. E. Pflugerville Parkway and FM 685 intersection
 - iii. Town Center Drive and FM 685
- 2) Opening Year Traffic Forecast - Trip generation data will be reviewed to determine an area growth rate to be utilized to evaluate opening year traffic conditions. The CITY will provide an assessment of adjacent undeveloped land to determine any immediate area land use changes.
 - 3) Traffic Analysis:
 - Existing Year (2021) Analysis – An existing year analysis will be performed by evaluating the existing study area operating conditions using the obtained traffic data and existing roadway geometry. This will be the baseline for comparison of future year analysis scenarios.
 - Opening Year Analysis (2023) – Opening year build and no build analyses will be performed by applying a to be determined area growth rate to existing volumes.
 - Traffic Study – A traffic study will be performed to determine a lane configuration. The study will evaluate the signalized intersections for each location.
 - Interim Conditions
 - The ENGINEER shall assess near-term geometric improvements as a part of this project in coordination with roadway tasks.
 - A total of three (3) interim alternatives will be analyzed for SH130 and FM 685 and two (2) interim alternatives will be analyzed for E. Pflugerville Parkway and FM 685.
 - 4) Summary of Findings – The ENGINEER shall prepare a memorandum of findings to document all performed analysis. The report will contain a tabulation of operating conditions to include level of service, delay, capacity and 95th percentile queue length. Each alternative will also be assessed for vulnerable users/pedestrian and bike accommodation. Safety Analysis will include historical crash analysis and predictive crash analysis.

2.3.3 Conceptual Drainage Study and Analysis – Not included**2.3.4 Conceptual Drainage Design**

ENGINEER will prepare and submit Conceptual Design Plans to the CITY for review and comment. This plan set will include:

- Existing right-of-way, easement, boundary, and topographic survey information
- Preliminary drainage areas map and calculations
- Conceptual storm water improvements

2.4. Conceptual Construction Cost Opinion

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The ENGINEER shall prepare an opinion of probable construction cost based on the revised conceptual design described in Activity 2.3.1.2.6. Environmental:

2.5 Environmental

ENGINEER to coordinate with TxDOT district to determine level of NEPA documentations.

See additional services.

PROJECT DETAILS

- ENGINEER shall not proceed with Preliminary Design activities without written approval by the CITY of the Conceptual Design plans.
- Construction cost opinions will use ONLY standard CITY and TxDOT bid items.

Roadway

- CITY and TxDOT unit costs (if available) will be used for this cost opinion.
- The roadway exhibit will include proposed horizontal roadway alignment, proposed/existing profile, existing and proposed ROW, existing and proposed sidewalks and driveways, and proposed lane dimensions and lane arrows.
- Once conceptual design is approved the 30% schematic will be developed.

Environmental

- Archeological survey or any additional cultural resource services or additional information requested by the THC and/or other agencies are not included in this scope and fee estimate. If requested, ENGINEER would provide a scope and fee estimate for these services.
- Project impacts to WOTUS will be authorized under Nationwide Permit (NWP) 14, with impacts below the established notification thresholds. If notification thresholds are exceeded, a supplemental fee estimate would be submitted for approval to prepare and submit a PCN to the USACE.
- The TCEQ has conditionally certified that activities authorized under NWP 14 should not result in a violation of established Texas Surface Water Quality Standards as required under Section 401 of the Federal Clean Water Act; therefore, an individual Section 401 Water Quality Certification is not required.
- Minimal ROW required for a C-List CE. CE requiring technical reports will be additional services.
- ENGINEER assumes that the entire project area will be accessible at the time of the field investigation.

Traffic Engineering

- Traffic analysis will be performed using Trafficware's Synchro and Sidra analysis software for intersection analysis evaluation. The analysis will be performed in

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accordance with the evaluation criteria of the Highway Capacity Manual (HCM), 6th Edition.

DELIVERABLES

- A. Conceptual 30% Design Package
 - Conceptual Traffic and Safety Technical Memos
 - Opinion of probable construction costs
- B. 30% level schematic design roll plot
 - Two (2) paper copies of schematic roll plots with electronic PDF.
 - i. 1"=50' scale on 24" roll (up to 6')
 - Two (2) paper copies of schematic cross section roll plots with electronic PDF.
 - i. 1"=50' scale on 24" roll (up to 6')
 - Up to four (4) construction phases for TCP are assumed for construction of the project.
 - Draft Geotechnical Report
 - Draft Drainage Report
 - Preliminary Construction Schedule
- C. Cultural Resources Background Review Letter
- D. Request for Consultation: Antiquities Code of Texas form
- E. Drainage Exhibits
 - a. Proposed Project Area (Survey Corridor Evaluated)
 - b. Data Sheets
- F. Technical memorandum including exhibits, tables, and narrative description.

ACTIVITY 3. PRELIMINARY DESIGN (60 PERCENT)**3.2. Geotechnical Investigation/Pavement Design**

- Soil investigations, including field and laboratory tests, borings, related engineering analysis and recommendations for determining subsurface conditions at the intersections will be made. The following borings will be drilled:

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Intersection	Number of Borings	Boring Depth (ft)	Total Depth (ft)
East Pflugerville Parkway at FM 685	1	25	25
FM 685 at Copper Mine Overpass	2	25	50

- As part of this work, the ENGINEER shall:
- a. Conduct a brief visual conditions survey of the existing pavements to determine boring locations
 - b. Coordinate with CITY to obtain Right-of-Way Permit including submission of a Soil Boring Plan and Traffic Control Plan
 - c. Stake borings in the field utilizing tape and right angle measurements from existing benchmarks (does not include surveying of boring locations and assumes surveyor will stake roadway alignment)
 - d. Coordinate utility locating within a 25 ft radius of the boring locations including an 811 “One Call” and notification to local utility companies.
 - e. Drilling coordination, logging, and pavement coring
- Perform a Geotechnical Investigation Report for the project evaluated by a professional geotechnical engineer Licensed in the State of Texas. The following items will be included in the geotechnical report:
 - soil boring locations,
 - boring logs (Wincore format),
 - plan of borings,
 - subsurface exploration procedures,
 - encountered subsurface conditions,
 - field and laboratory test results,
 - description of surface and subsurface conditions,
 - groundwater conditions,
 - general earthwork recommendations,
 - swell potential evaluations,
 - pavement thickness design alternatives with subgrade stabilization,
 - PVR calculations,
 - axial capacity curves including skin friction and point bearing for use in design of traffic signal drilled shaft foundations.
 - We will perform appropriate laboratory tests on soil samples recovered from the borings. Laboratory testing will include but not limited to moisture content, liquid limit, plastic limit, sulfate testing, particle size analysis tests, visual classification, unconfined compressive strength, dry density, and Lime series

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(Tex-121-e Part III).

- Present one (1) TxDOT standard pavement design option and one (1) pavement design alternative for each intersection. The TxDOT standard pavement design analysis will be performed with TxDOT software FPS-21 or Pavement Designer, unless otherwise approved by the City. The Texas Triaxial Class of the subgrade will be estimated based on soil classification and plasticity index.
- Submit a Draft Geotechnical Engineering Report and Final Geotechnical Engineering Report presenting findings, design recommendations, and construction considerations. The three intersections will be included in one report.

3.5. Utility Clearance

- ENGINEER will perform limited Utility Clearance (UC) services for this project to assist the GEC TEAM in facilitating the accommodation of existing utilities. ENGINEER's coordination scope will be limited to the following activities on the project:
 - Schedule and hold a Utility Kick off meeting with all utility owners (UOs), the CITY, General Engineering Consultant (GEC), and any other stakeholders with interest in the project. With the approval of the CITY, will provide the invite, agenda, exhibits, run the meeting and submit meeting minutes with an attendance list.
 - Utility Conflict Matrix – ENGINEER will review existing utilities, identify potential conflicts, and prepare a utility conflict matrix summarizing conflicts. A CADD file will be created to correlate with and be submitted with the matrix.
 - Design Meetings – Utility ENGINEER will attend, via internet or by phone, monthly design meetings run by the Design Team to keep updated on current revisions in design and schedule (assume 12).

PROJECT DETAILS

- ENGINEER shall not proceed with Final Design activities without written approval by the CITY of the Preliminary Design plans.

Geotechnical Investigation/Pavement Design

- Borings will be taken with truck mounted drill rig. Borings may be taken with ATV rig for additional fee if site/weather conditions warrant and if approved by CITY.
- Borings can be drilled during the day.

Utility Coordination

- Up to twelve (12) monthly design meetings

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DELIVERABLES

- Draft and Final Geotechnical Report
- Utility Conflict Matrix and Tracking Report

ACTIVITY 4. FINAL DESIGN (90 PERCENT) & FINAL CONSTRUCTION DOCUMENTS (100 PERCENT)

Reserved for future use

ACTIVITY 5. BID PHASE SERVICES

Reserved for future use

ACTIVITY 6. CONSTRUCTION PHASE SERVICES

Reserved for future use

ACTIVITY 7. ROW/EASEMENT SERVICES

ENGINEER will support and perform activities related to ROW and land as outlined below, per scoping direction and guidance from the CITY's Project Manager.

7.1. Right-of-Way Research

- The ENGINEER shall determine rights-of-way, easements needs for construction of the project. Required temporary and permanent easements will be identified based on available information and recommendations will be made for approval by the CITY.
- ENGINEER will recover existing ROW monuments and property corners.
- ENGINEER will update prior research regarding ownership information.

PROJECT DETAILS

- Right-of-Entry notifications will be prepared for survey access by the CITY. The CITY shall prepare, mail and obtain Temporary Right of Entries from landowners. The CITY shall track responses and compile a return list.
- A working sketch on the project will be prepared and used for field locating the property monumentation and as a preliminary route map.
- For the Right-of-Way Verification, the most recent Boundary Survey, record documents, and existing surveys available will be provided by the CITY or TxDOT. Any research performed by the surveyor will be considered additional services and billed hourly per rate schedule. The surveyor assumes all corners are in place and accessible.

DELIVERABLES

- A. Updated ROW/Easement CAD base map and sheets.
- B. Right-of-Way Acquisition and Easement Exhibits

ACTIVITY 8. SURVEY AND SUBSURFACE UTILITY ENGINEERING SERVICES.

ENGINEER will provide survey support as follows.

8.1. Design Survey

- ENGINEER will perform field surveys to collect horizontal and vertical elevations and other information needed by ENGINEER in design and preparation of plans for the project. Information gathered during the survey shall include topographic data, elevations of all sanitary and adjacent storm sewers, rim/invert elevations, location of buried utilities, structures, and other features relevant to the final plan sheets for the limits shown in Exhibit 3. Existing drainage at intersections will be verified by field surveys. Spot elevations will be shown on intersection layouts with cross slope to fit intersecting grade lines. The minimum survey information to be provided on the plans shall include the following:
 - A Project Control Sheet, showing **ALL** Control Points, used or set while gathering data.
 - The following information about each Control Point;
 - a. Identified (Existing. CITY Monument #8901, PK Nail, 5/8" Iron Rod)
 - b. X, Y and Z Coordinates, in an identified coordinate system, and a referred bearing base. Z coordinate on CITY Datum only.
 - c. Descriptive Location (Ex. Set in the centerline of the inlet in the South curb line of North Side Drive at the East end of radius at the Southeast corner of North Side Drive and North Main Street).
 - Coordinates on all P.C.'s, P.T.'s, P.I.'s, Manholes, Valves, etc., in the same coordinate system, as the Control.
 - No less than two horizontal benchmarks, per line or location.
 - Bearings given on all proposed centerlines, or baselines.
 - Station equations relating utilities to paving, when appropriate.

8.2. Temporary Right of Entry Preparation and Submittal

- Right-of-Entry notifications will be prepared for survey access by the CITY. The CITY shall prepare, mail and obtain Temporary Right of Entries from landowners. The CITY shall track responses and compile a return list.

8.3. Subsurface Utility Engineering

ENGINEER will perform SUE services for this project in general accordance with the recommended practices and procedures described in ASCE publication

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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

- Conduct appropriate investigations (e.g., owner records, TxDOT/County/CITY records, personal interviews, visual inspections, etc.), to help identify utility owners that may have facilities within the project limits or that may be affected by the project.
- Collect applicable records (e.g., utility owner base maps, “as built” or record drawings, permit records, field notes, geographic information system data, oral histories, etc.) on the existence and approximate location of existing involved utilities.
- Review records for: evidence or indication of additional available records; duplicate or conflicting information; need for clarification.
- Develop SUE plan sheets and transfer information on all involved utilities to appropriate design plan sheets, electronic files, and/or other documents as required. Exercise professional judgment to resolve conflicting information. For information depicted, indicate: utility type and ownership; date of depiction; quality level(s); end points of any utility data; line status (e.g., active, abandoned, out of service); line size and condition; number of jointly buried cables; and encasement.

Quality Level C (includes tasks as described for Quality Level D)

- Identify surface features, from project topographic data and from field observations, that are surface appurtenances of subsurface utilities.
- Include survey and correlation of aerial or ground-mounted utility facilities in Quality Level C tasks.
- Survey surface features of subsurface utility facilities or systems, if such features have not already been surveyed by a professional surveyor. If previously surveyed, check survey data for accuracy and completeness.
- The survey shall also include (in addition to subsurface utility features visible at the ground surface): determination of invert elevations of any manholes and vaults; sketches showing interior dimensions and line connections of such manholes and vaults; any surface markings denoting subsurface utilities, furnished by utility owners for design purposes.
- Exercise professional judgment to correlate data from different sources, and to resolve conflicting information.
- Update (or prepare) plan sheets, electronic files, and/or other documents to reflect the integration of Quality Level D and Quality Level C information.
- Recommend follow-up investigations (e.g., additional surveys, consultation with utility owners, etc.) as may be needed to further resolve discrepancies.
- Provide Quality Level C to identify overhead utilities on the project and provide the overhead utility information on the SUE plan sheets.

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Level B (includes tasks as described for Quality Level C)

- Select and apply appropriate surface geophysical method(s) to search for and detect subsurface utilities within the project limits, and/or to trace a particular utility line or system to within approximately 1.0 feet.
- Based on an interpretation of data, mark the indications of utilities on the ground surface for subsequent survey. Utilize paint or other method acceptable for marking of lines.
- Unless otherwise directed, mark centerline of single-conduit lines, and outside edges of multi-conduit systems.
- Resolve differences between designated utilities and utility records and surveyed appurtenances.
- Recommend additional measures to resolve differences if they still exist. Recommendations may include additional or different surface geophysical methods, exploratory excavation, or upgrade to Quality Level A data.
- As an alternative to the physical marking of lines, the ENGINEER may, with CITY's approval, utilize other means of data collection, storage, retrieval, and reduction, that enables the correlation of surface geophysical data to the project's survey control.

Quality Level A

- Expose and locate utilities at specific locations.
- Tie horizontal and vertical location of utility to survey control.
- Provide utility size and configuration.
- Provide paving thickness and type, where applicable.
- Provide general soil type and site conditions and such other pertinent information as is reasonably ascertainable from each test hole site.

ENGINEER to include QL "B" SUE services at two intersections within the City of Pflugerville: E. Pflugerville Parkway at FM 685, FM 685 at Copper Mine Overpass. The limits of the SUE investigations are outlined in red in Attachment B. ENGINEER will provide QL "B" SUE designating within the areas, and will attempt to designate the following utilities within this area: potable water, reclaimed water, chilled water, natural gas/crude oil/refined product pipelines, communication duct banks, fiber optic, cable television, telephone, and electric. Wastewater and storm drain facilities will be inverted at manholes, and will be depicted as QL "C" information. ENGINEER will attempt to designate utility servicelines, however, because services are often non-toneable, and often not depicted on records, these lines may not be shown in the final SUE data, Wastewater and storm drain facilities will be inverted at manholes and will be depicted as QL "C" information. Additionally, during this phase, ENGINEER will perform an inventory of overhead utilities within the entire project limits. Irrigation lines are excluded from this scope of work.

Utility Procedure:

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

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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 utility project manager, 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. Utility staff 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 provide accuracy and completeness of subsequent survey data. The utility project manager will review the collected survey data, field data, and utility records for accuracy and completeness.

PROJECT DETAIL**Design Survey**

- **Property Corner Ties:** All corners found will be located using either GPS/RTK or conventional methods.
- All new **monumentation** set will be 5/8-inch iron rods with yellow plastic cap stamped PELOTON or PK Nails with washer stamped PELOTON unless otherwise directed. If directed to set other identifying markers, those markers will be supplied or will be acquired by Peloton at an additional cost.
- **Traffic Control:** Signs will be placed at the beginning of the project and the end of the project each day. If the vehicle cannot be parked off street, then it will be placed in the most unobtrusive location and cones will be set out.
- All areas of Topography will be accessible to the surveyor. Any special equipment needed will be billed per rate schedule.
- All existing utilities will have been marked by SUE. All markings and pothole locates will be collected and identified on the survey. Only visible above ground utilities will be located by the surveyor.
- For horizontal and vertical control, all work will be referenced to existing TxDOT control as shown on existing plans by others. If no TxDOT control is available, all work will be referenced to the Texas State Plane Coordinate System, NAD 83, Central Zone. A minimum of 2 benchmarks will be set for each intersection.

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Subsurface Utility

- Non-routine traffic control measures will be required. ENGINEER will acquire the services of a qualified Maintenance-Of-Traffic (MOT) Subcontractor, provide adequate traffic control.
- The coring of pavement will be required at up to two (2) locations.

DELIVERABLES

- A. Copies of field survey data and notes signed and sealed by a licensed surveyor.
- B. Drawing of the project layout with dimensions and coordinate list.
- C. SUE Data
 - a. Utility base map CADD file depicting the type, and horizontal location of the existing/designated utilities. The size of each utility will be presented in the utility file if this information is indicated on available record drawings.
 - b. 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.

ACTIVITY 9. PERMITTING

Reserved for future use

ACTIVITY 10. PLAN SUBMITTAL CHECKLISTS

Engineer shall complete and submit Plan Submittal Checklists in accordance with the following table:

PLAN SUBMITTAL CHECKLIST REQUIREMENTS

Attachment “A” Type	Storm Water 30%
Street	X
Storm Water	X
Water / Sewer	

*If included in street project

ADDITIONAL SERVICES NOT INCLUDED IN THE EXISTING SCOPE OF SERVICES

Additional Services not included in the existing Scope of Services – CITY and ENGINEER agree that the following services are beyond the Scope of Services described in the tasks above. However, ENGINEER can provide these services, if needed, upon the CITY’s written request. Any additional amounts paid to the ENGINEER as a result of any material change to the Scope of the Project shall be agreed upon in writing by both parties before the services are performed. These additional services include the following:

- Negotiation of easements or property acquisition.

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- Services related to development of the CITY's project financing and/or budget.
- Services related to disputes over pre-qualification, bid protests, bid rejection and re-bidding of the contract for construction.
- Construction management and inspection services.
- Construction Staking or As-Built Surveying.
- Environmental delineation services and technical reports.
- Ultimate alternative analysis
- Bridge and Landscape design and construction services.
- Performance of materials testing or specialty testing services.
- Design of floodplain enhancements and channel improvements.
- Services necessary due to the default of the Contractor.
- Services related to damages caused by fire, flood, earthquake or other acts of God.
- Services related to warranty claims, enforcement and inspection after final completion.
- Services to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by the CITY.
- Performance of miscellaneous and supplemental services related to the project as requested by the CITY.
- Level A SUE
- Public Meetings and materials

ACTIVITY 11. QUALITY CONTROL/QUALITY ASSURANCE.

ENGINEER to provide to the CITY a Quality Control/ Quality Assurance Plan (QC/QA Plan) outlining the ENGINEER's method of ensuring the highest levels of design and accuracy are incorporated into the calculations, plans, specifications, and estimates.

ENGINEER is responsible for and shall coordinate all subconsultant activity to include quality and consistency of plans. If, at any time, during the course of reviewing a submittal of any item it becomes apparent to the CITY that the submittal contains errors, omissions, and inconsistencies, the CITY may cease its review and return the submittal to the ENGINEER immediately for appropriate action. A submittal returned to the ENGINEER for this reason may be rejected by the CITY Project Manager

11.1. QC/QA of Survey and SUE Data

- The ENGINEER's Surveyor shall perform Quality Control/ Quality Assurance on all procedures, field surveys, data, and products prior to delivery to the CITY. The CITY may also require the ENGINEER's Surveyor to perform a Quality Assurance review of the survey and/or subsurface utility engineering (SUE) work performed by other surveyors and SUE providers.
- ENGINEER's Surveyor shall certify in writing via a letter that the survey information provided has undergone a Quality Control/ Quality Assurance process.
- ENGINEER's Subsurface Utility Engineering provider shall certify in writing via a letter that the SUE information provided has undergone a Quality Control/ Quality Assurance process.

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PROJECT DETAILS

- Limited to locations provided.

11.2. QC/QA of Design Documentation

- ENGINEER shall perform a QC/QA review of all documents being submitted for review at all stages of the design including the 30%, 60%, and 90% and Final Document design review submittals. QA should be performed by an individual within the firm who is not on the design team.
- The documentation of a QC/QA review includes (1) a copy of the color-coded, original marked-up document (or “checkprint”) developed during the QA checking process and/or review forms which sequentially list documents and associated comments; and (2) a QC sign-off sheet with signatures of the personnel involved in the checking process. Mark-ups may also be documented using the Comment Resolution Log.
- Evidence of the QC/QA review will be required to accompany all submittals. Documentation shall include, but is not limited to, the following items:
 - PDF of the completed Detailed Checklists
 - PDF of the QC/QA checkprint of the calculations, plans, specifications, and estimates demonstrating that a review has been under taken;
 - PDF of previous review comments (if any) and the ENGINEER’s responses to those comments in the Comment Resolution Log
 - If any of the above information is missing, is incomplete or if any comments are not adequately addressed; the CITY may contact the ENGINEER and request the missing information. If the ENGINEER does not respond to the request within 24 hours, the CITY shall reject the submittal. No additional time will be granted for a returned submittal.
- If the ENGINEER has not adequately addressed the comments, the submittal shall be rejected and returned to the ENGINEER immediately to address the issues.

PROJECT DETAILS

- All submittals to the CITY will be Quality checked prior to submission.

DELIVERABLES

- A. QC/QA Documentation.

**Level of Effort Spreadsheet
TASK/HOUR BREAKDOWN
Design Services for
Pflugerville Intersections - Task Order 1
Burns & McDonnell Engineering Company, Inc.
7/15/2021**

Activity No.	Task Description	Labor (hours)								Total Hours	Total Labor Cost	Discipline		Expense		Total Expense Cost	Task Sub Total
		Project Manager	Senior Engineer	Project Engineer	Designer	Sr Technician	EIT	Project Controls Specialist	Admin			Subs	Traffic	Travel	Directs		
		\$213.00	\$201.00	\$183.00	\$183.00	\$183.00	\$111.00	\$132.00	\$132.00								
1.0	Project Management	54	0	14	10	4	4	0	4	90	\$17,598	\$3,760	\$1,644	\$60	\$0	\$60	\$23,062
1.1	Managing the Team	40								40	\$8,520		\$1,644			\$0	\$10,164
1.1.1	Team/Resource management, design development direction			4	4				4	12	\$1,992	\$440		\$60		\$60	\$2,492
1.2	Communications and Reporting									0	\$0	\$440				\$0	\$440
	Design Review Meeting (8 months, 3 Mtgs.)			2	2					4	\$732	\$840				\$0	\$1,572
	Monthly Design Team Meetings (8 Mtgs)			4	4	4	4			16	\$2,640	\$740				\$0	\$3,380
	Revise Baseline Schedule and monthly updates (8 months)	4		4						8	\$1,584	\$420				\$0	\$2,004
	Prepare Monthly Progress Reports	5								5	\$1,065	\$440				\$0	\$1,505
	Prepare Monthly Invoice	5								5	\$1,065	\$440				\$0	\$1,505
2.0	Conceptual 30% Design	58	24	40	35	41	36	0	4	238	\$42,930	\$13,070	\$32,911	\$60	\$100	\$160	\$89,071
2.1	Data Collection	8		10	10	6	6			40	\$7,128	\$1,560	\$32,911			\$0	\$41,599
2.2	Subsurface Utility Engineering (Ref. 8.3)	6	8							14	\$2,886					\$0	\$2,886
2.3	Conceptual Design Package										\$0				\$100	\$100	\$100
2.3.1	Roadway Design (30%)	8	16	20		20	20			84	\$14,460					\$0	\$14,460
2.3.2	Traffic Engineering (Study)	6								6	\$1,278					\$0	\$1,278
2.3.3	Conceptual Drainage Study and Analysis	6								6	\$1,278	\$0				\$0	\$1,278
2.3.4	Conceptual Drainage Design (30%)	6								6	\$1,278	\$9,690				\$0	\$10,968
2.4	Conceptual/Construction Estimate (1 Total)	8		10			10			28	\$4,644	\$1,820				\$0	\$6,464
2.6	Environmental								4	4	\$528					\$0	\$528
2.6.1	Natural Resource Investigation									0	\$0			\$60		\$60	\$60
2.6.2	Cultural Resource Investigation (Antiquities Form & Review Letter)	10			25	15				50	\$9,450					\$0	\$9,450
3.0	Preliminary Design (60 Percent)	0	0	0	0	0	0	0	0	0	\$0	\$27,748	\$0	\$0	\$0	\$0	\$27,748
3.1	Preliminary Drawings and Specifications									0	\$0		\$0			\$0	\$0
3.1.1	Roadway Design									0	\$0					\$0	\$0
3.1.2	Traffic Engineering									0	\$0					\$0	\$0
	Traffic Signal Design									0	\$0					\$0	\$0
3.1.3	Traffic Control Plan									0	\$0					\$0	\$0
3.1.4	Illumination Plans									0	\$0					\$0	\$0
3.1.5	Drainage Design Plans									0	\$0	\$0				\$0	\$0
3.1.6	Removal Plans									0	\$0					\$0	\$0
3.1.7	Preliminary Landscape Design									0	\$0					\$0	\$0
3.1.8	Preliminary Water & Wastewater Line Relocation Design									0	\$0					\$0	\$0
3.2	Geotechnical Investigation/Pavement Design									0	\$0	\$21,857				\$0	\$21,857
3.3	Constructability Review									0	\$0	\$0				\$0	\$0
3.5	Utility Clearance									0	\$0	\$0				\$0	\$0
	Utility Clearance Coordination									0	\$0	\$5,891				\$0	\$5,891
3.6	Construction Estimate									0	\$0	\$0				\$0	\$0

**Level of Effort Spreadsheet
TASK/HOUR BREAKDOWN
Design Services for
Pflugerville Intersections - Task Order 1
Burns & McDonnell Engineering Company, Inc.
7/15/2021**

Activity No.	Task Description	Labor (hours)								Total Hours	Total Labor Cost	Discipline		Expense		Total Expense Cost	Task Sub Total
		Project Manager	Senior Engineer	Project Engineer	Designer	Sr Technician	EIT	Project Controls Specialist	Admin			Subs	Traffic	Travel	Directs		
		\$213.00	\$201.00	\$183.00	\$183.00	\$183.00	\$111.00	\$132.00	\$132.00								
4.0	Final Design (90 Percent) and Final Construction Documents (100 Percent)	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0	
4.1	Final Draft (90%) Plans and Specifications									0	\$0		\$0			\$0	
4.1.1	Roadway Design (list Sheets)									0	\$0					\$0	
4.1.2	Traffic Engineering									0	\$0					\$0	
	Traffic Signal Design									0	\$0					\$0	
4.1.3	Traffic Control Plan									0	\$0					\$0	
4.1.4	Illumination Design and Plans									0	\$0					\$0	
4.1.5	Drainage Design Plans									0	\$0	\$0				\$0	
	Drainage Specifications									0	\$0	\$0				\$0	
4.1.6	Final Removal Plans									0	\$0					\$0	
4.1.8	Final Water & Wastewater Line Relocation Design									0	\$0					\$0	
4.2	Final (100%) Plans and Specifications									0	\$0	\$0				\$0	
	Drainage Specifications									0	\$0	\$0				\$0	
	Final Stormwater Report									0	\$0	\$0				\$0	
4.3	Project Decision Logs (90% and 100%)									0	\$0	\$0				\$0	
4.4	Construction Estimates (90% and 100%)									0	\$0	\$0				\$0	
5.0	Bid Phase	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0	
5.1	Bid Support									0	\$0					\$0	
5.1.1	Contract Documents and Maintain Plan Holders List									0	\$0	\$0				\$0	
5.1.2	Issue Addenda									0	\$0	\$0				\$0	
5.1.3	Attend Pre-bid Conference									0	\$0	\$0				\$0	
5.1.4	Attend Bid Opening									0	\$0	\$0				\$0	
5.1.5	Tabulate Bids and Recommend Award									0	\$0	\$0				\$0	
5.1.6	Issue Conformed Contract Documents									0	\$0	\$0				\$0	
5.2	Final Design Drawings									0	\$0	\$0				\$0	
6.0	Construction Phase Services	0	0	0	0	0	0	0	0	0	\$0	\$200	\$0	\$0	\$0	\$200	
6.1	Construction Support									0	\$0					\$0	
6.1.1	Attend Preconstruction Conference									0	\$0	\$0				\$0	
6.1.3	Site Visits & Constr Mtngs (1.5 hr, 1 per month for 6 months)									0	\$0	\$200				\$200	
6.1.4	Submittal Review (Assume 4)									0	\$0	\$0				\$0	
6.1.5	Request for Information/Change Order Review									0	\$0	\$0				\$0	
6.1.6	Prepare Monthly Progress Reports with Schedule (8)									0	\$0	\$0				\$0	
6.1.8	Prepare Monthly Invoice (8)									0	\$0	\$0				\$0	
6.1.9	Final Walk Through and Punch List									0	\$0	\$0				\$0	
6.2	Record Drawings									0	\$0	\$0				\$0	

**Level of Effort Spreadsheet
TASK/HOUR BREAKDOWN
Design Services for
Pflugerville Intersections - Task Order 1
Burns & McDonnell Engineering Company, Inc.
7/15/2021**

Activity No.	Task Description	Labor (hours)								Total Hours	Total Labor Cost	Discipline		Expense		Total Expense Cost	Task Sub Total
		Project Manager	Senior Engineer	Project Engineer	Designer	Sr Technician	EIT	Project Controls Specialist	Admin			Subs	Traffic	Travel	Directs		
		\$213.00	\$201.00	\$183.00	\$183.00	\$183.00	\$111.00	\$132.00	\$132.00								
7.0	ROW/Easement Services	0	0	0	0	0	0	0	0	0	\$0	\$11,290	\$0	\$0	\$0	\$11,290	
7.1	Right-of-Way Research (2 developer plats, etc.)									0	\$0	\$9,490			\$0	\$9,490	
7.2	Right-of-Way Documents (6 ROW takes)									0	\$0	\$0			\$0	\$0	
7.2.1	Coordination Meetings with Real Property									0	\$0	\$0			\$0	\$0	
7.3	Temporary Right of Entry Submittal									0	\$0	\$1,800			\$0	\$1,800	
7.4	Right-of-Way Misc.									0	\$0	\$0			\$0	\$0	
8.0	Survey Services	4	4	16	0	8	0	0	8	40	\$7,104	\$57,555	\$0	\$0	\$0	\$64,659	
8.1	Design Survey		4			8				12	\$2,268	\$33,960			\$0	\$36,228	
8.2	Temporary Right of Entry Submittal	2		8					8	18	\$2,946	\$0			\$0	\$2,946	
8.3	Subsurface Utility Engineering (QL-A, B, C, & D)	2		8						10	\$1,890	\$23,595			\$0	\$25,485	
8.4	Construction Survey (Control & Staking)									0	\$0				\$0	\$0	
9.0	Permitting	4	2	3	0	0	0	0	0	9	\$1,803	\$970	\$1,781	\$0	\$3,751	\$3,751	
9.1	TPDES/SWPPP									0	\$0				\$0	\$0	
9.1.1	Checklist (Prelim thru Final)									0	\$0				\$0	\$0	
9.1.2	Letter of Map Revision (LOMR)									0	\$0				\$0	\$0	
9.2	TDLR									0	\$0				\$0	\$0	
9.3	TxDOT Permit									0	\$0				\$0	\$0	
10	PLAN SUBMITTAL CHECKLISTS (30%, 60%, 90%)			3						3	\$549				\$0	\$549	
11	QUALITY CONTROL/QUALITY ASSURANCE									0	\$0				\$0	\$0	
11.1	QC/QA of Survey and SUE Data	2	1							3	\$627	\$970			\$0	\$1,597	
11.2	QC/QA of Design Documentation	2	1							3	\$627				\$0	\$627	
	Technology charges (\$9.95/Hr)									0	\$0		\$1,781	\$3,751	\$3,751	\$5,532	
										0	\$0				\$0	\$0	
	Totals	120	30	73	45	53	40	0	16	377	\$69,435	\$114,593	\$36,336	\$120	\$3,851	\$3,971.00	

Level of Effort Spreadsheet Notes:

Project Summary	
Total Hours	377
Total Labor	\$69,435.00
Total Expense	\$3,971.00
Subconsultant	\$114,593.08
Traffic	\$36,336.05
0% Sub Markup	\$0.00
Total Project Cost	\$224,335.13

Firm	Total Cost	Percent Participation
Peloton	\$63,250.00	28.19%
TRG	\$29,485.82	13.14%
RABA	\$21,857.26	9.74%
Total Sub	\$114,593.08	51.08%
BMCD	\$109,742.05	48.92%
Total	\$224,335.13	100.00%

**Level of Effort Spreadsheet
TASK/HOUR BREAKDOWN
Design Services for
Pflugerville Intersections
Burns & McDonnell Engineering Company, Inc.
Traffic Signal and Study**

Activity No.	Task Description	Labor (hours)								Total Hours	Total Labor Cost	Expense		Task Sub Total
		Project Manager	Senior Engineer	Project Engineer	Designer	Sr Technician	EIT	Project Controls Specialist	Admin			Directs	Total Expense Cost	
		\$213.00	\$201.00	\$183.00	\$183.00	\$183.00	\$111.00	\$132.00	\$132.00					
1.0	Project Management - N/A	6	0	0	2	0	0	0	0	8	\$1,644	\$0	\$0	\$1,644
1.1.1	Team/Resource management, design development direction	4								4	\$852		\$0	\$852
1.2	Communications and Reporting (xx Months)									0	\$0		\$0	\$0
	Design Development Coordination Meeting (2 Calls)	2								2	\$426		\$0	\$426
	Prepare Monthly Invoice				2					2	\$366		\$0	\$366
2.0	Conceptual Design	16	36	64	35	10	0	0	10	171	\$31,911	\$1,000	\$1,000	\$32,911
2.3.2	Traffic Engineering									0	\$0		\$0	\$0
	Safety Analysis	3	6	15	8					32	\$6,054	\$1,000	\$1,000	\$7,054
	Data Collection		2	2						4	\$768		\$0	\$768
	Design Year Traffic Forecast		8	10						18	\$3,438		\$0	\$3,438
	Traffic Analysis	8	20	20	15	10				73	\$13,959		\$0	\$13,959
	Summary of Findings	5		17	12				10	44	\$7,692		\$0	\$7,692
2.4	Conceptual/Construction Estimate (1 Total)									0	\$0		\$0	\$0
2.5	1st Public Meeting (1 Mtg)									0	\$0		\$0	\$0
3.0	Preliminary Design (60 Percent)	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0
3.1	Preliminary Drawings and Specifications										\$0		\$0	\$0
3.1.2	Traffic Engineering									0	\$0		\$0	\$0
	Traffic Signal Design									0	\$0		\$0	\$0
	Base file set up									0	\$0		\$0	\$0
	Traffic signal design									0	\$0		\$0	\$0
	Plan sheet preparation									0	\$0		\$0	\$0
	Signal design detail									0	\$0		\$0	\$0
	QA/QC									0	\$0		\$0	\$0
4.0	Final Design (90 Percent) and Final Construction Documents (100 Percent)	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0
4.1	Final Draft (90%) Construction Plans and Specifications										\$0		\$0	\$0
4.1.1	Roadway Design (list Sheets)										\$0		\$0	\$0
4.1.2	Traffic Engineering									0	\$0		\$0	\$0
4.2	Final (100%) Plans and Specifications										\$0		\$0	\$0
4.3	Project Decision Logs (90% and 100%)										\$0		\$0	\$0
4.4	Construction Estimates (90% and 100%)										\$0		\$0	\$0
4.5	Utility Relocation Inspection										\$0		\$0	\$0
5.0	Bid Phase - N/A	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0
6.0	Construction Phase Services	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0

**Level of Effort Spreadsheet
TASK/HOUR BREAKDOWN
Design Services for
Pflugerville Intersections
Burns & McDonnell Engineering Company, Inc.
Traffic Signal and Study**

Activity No.	Task Description	Labor (hours)								Total Hours	Total Labor Cost	Expense		Task Sub Total
		Project Manager	Senior Engineer	Project Engineer	Designer	Sr Technician	EIT	Project Controls Specialist	Admin			Directs	Total Expense Cost	
		\$213.00	\$201.00	\$183.00	\$183.00	\$183.00	\$111.00	\$132.00	\$132.00					
7.0	ROW/Easement Services - N/A	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0
8.0	Survey Services - N/A	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0
9.0	Permitting - N/A	0	0	0	0	0	0	0	0	0	\$0	\$1,781	\$1,781	\$1,781
9.2	TDLR										\$0		\$0	\$0
	Technology charges (\$9.95/Hr)										\$0	\$1,781	\$1,781	\$1,781
	Totals	22	36	64	37	10	0	0	10	179	\$33,555	\$2,781	\$2,781	\$36,336

Project Summary	
Total Hours	179
Total Labor	\$33,555
Total Expense	\$2,781
MBE/SBE Subconsultant	\$0
Non-MBE/SBE Subconsultant	\$0
0% Sub Markup	\$0
Total Project Cost	\$36,336.05

**Level of Effort Spreadsheet
TASK/HOUR BREAKDOWN
Design Services for
Pflugerville Intersections - Task Order 1
The Rios Group, Inc.
7/15/2021**

Activity No.	Task Description	Labor (hours)											Total Hours	Total Labor Cost	Expense			Total Expense Cost	Task Sub Total		
		SUE Designation (1 person)	SUE Designation (2 person)	Field Manager	Supervisor	SUE PM	Assistant Project Manager	Senior Utility Coordinator	CADD Technician	EIT	Utility Coordinator	Admin Specialist			Admin	Travel	Reproduction			Directs	
		Average of 2020 and 2021 Rates	\$150.00	\$235.00	\$109.85	\$166.06	\$151.93	\$105.89	\$160.00	\$79.76	\$96.48	\$120.00			\$70.80						\$79.04
1.0	Project Management	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
1.1	Managing the Team																				
1.2	Communications and Reporting																				
2.0	Conceptual Design	0	70	10	4	8	8	0	20	12	0	8	0	140	\$23,594.66	\$0	\$0	\$0	\$0	\$0	\$23,595
2.1	Data Collection													0	\$0						\$0
2.2	Subsurface Utility Engineering (Ref. 8.3)			10	4	8	8		20	12		8		70	\$7,144.66						\$7,145
2.2.1	QL B SUE (1 person)													0	\$0						\$0
2.2.2	QL B SUE (2 person)		70											70	\$16,450						\$16,450
2.2.3	0-5 feet (5 each)													0	\$0						\$0
2.2.4	5-8 feet (5 each)													0	\$0						\$0
2.2.5	8-13 feet (2 each)													0	\$0						\$0
2.2.6	13-20 feet													0	\$0						\$0
2.2.7	Over 20 feet													0	\$0						\$0
2.2.8	Pavement Core (3 each)													0	\$0						\$0
2.2.9	Traffic Control (3 days)													0	\$0						\$0
2.3	Conceptual Design Package													0	\$0						\$0
2.4	Conceptual/Construction Estimate (1 Total)													0	\$0						\$0
2.5	1st Public Meeting (1 Mtg)													0	\$0						\$0
2.6	Environmental													0	\$0						\$0
3.0	Preliminary Design (60 Percent)	0	0	0	2	0	0	8	4	0	33	0	0	47	\$5,891.16	\$0	\$0	\$0	\$0	\$0	\$5,891
3.1	Preliminary Drawings and Specifications													0	\$0						\$0
3.2	Geotechnical Investigation/Pavement Design													0	\$0						\$0
3.3	Constructability Review													0	\$0						\$0
3.4	2nd Public Meeting													0	\$0						\$0
3.5	Utility Clearance													0	\$0						\$0
3.5.1	Create a Utility Contact list and communicate Project Scope													0	\$0						\$0
3.5.2	Initial Utility Kick off Meeting for Utilities							2						18	\$2,240.00						\$2,240.00
3.5.3	Utility Progress Meetings (assume 10 Utils X 1 mtg @6 hrs/mtg., & 1 group meeting @12hrs/mtg) Time includes: scheduling, exhibits, travel, agenda, mtg time, minutes...													0	\$1,931						\$1,931
3.5.4	Complete and maintain a Utility Conflict Matrix and CADD file				2			2	4		8			16	\$1,720						\$1,720
3.5.5	Attend Online Design Progress Meetings (assume 12 monthly meetings)							4			9			13	\$0						\$0
3.5.6	Communicate with the utilities, design team, the GEC and the City. Provide project info, documents, exhibits, plans and work to provide options for adjustment													0	\$0						\$0
3.5.7	Review relocation plans (assume 2 reviews for 10 Utils @ 2 hrs ea + QC) Assist with permits													0	\$0						\$0
3.5.8	Assist team to provide schedules, attend Pre-construction meeting, work with UOs to provide construction starts and expected completions													0	\$0						\$0
3.6	Construction Estimate													0	\$0						\$0
4.0	Final Design (90 Percent) and Final Construction Documents (100 Percent)	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
5.0	Bid Phase	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
6.0	Construction Phase Services	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
7.0	ROW/Easement Services	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
8.0	Survey Services	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
9.0	Permitting	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
10	PLAN SUBMITTAL CHECKLISTS (30%, 60%, 90%)													0	\$0						\$0
11	QUALITY CONTROL/QUALITY ASSURANCE													0	\$0						\$0
	Totals	0	70	10	6.00	8.00	8.00	8.00	24.00	12.00	33.00	8.00	0.00	187.00	\$29,485.82	\$0	\$0	\$0	\$0	\$0	\$29,485.82

Level of Effort Spreadsheet Notes:

Project Summary	
Total Hours	187
Total Labor	\$29,485.82
Total Expense	\$0.00
Subconsultant	\$0.00
Traffic	\$0.00
0% Sub Markup	\$0.00
Total Project Cost	\$29,485.82

COUNTY: Travis
 PROJECT NAME: Pflugerville Intersections
 LIMITS:
 Method of Payment: Specified Rate

SUBPROVIDER NAME: Raba Kistner

TASK DESCRIPTION	PRINCIPAL	PROJECT MANAGER	SENIOR ENGINEER	ENGINEER	EIT	SENIOR ENGR. TECHNICIAN	ADMIN/CLERICAL	TOTAL LABOR HRS. & COSTS	COST PER TASK	NO OF DWGS	LABOR HRS PER SHEET
CONTRACT RATE PER HOUR	\$220.00	\$195.00	\$185.00	\$165.00	\$135.00	\$103.71	\$71.72				
ROUTE & DESIGN STUDIES											
A. Geotechnical Report											
Project Kickoff	0.5	0.5		0.5	0.5		1	3	\$ 429.22	N/A	N/A
Brief Visual Pavement Condition Survey				3				3	\$ 495.00	N/A	N/A
Prepare Boring Layout, Drilling Instructions & Coordination				1		3		4	\$ 476.13	N/A	N/A
Right-of-Way Permitting and Traffic Control Plan					0.5	2	1	3.5	\$ 346.64	N/A	N/A
Stake Borings						3		3	\$ 311.13	N/A	N/A
Utilities Clearance						3		3	\$ 311.13	N/A	N/A
Field Logging						14		14	\$ 1,451.94	N/A	N/A
Laboratory Assignment				1	2			3	\$ 435.00	N/A	N/A
Soil Boring Logs (WINCORE)					3			3	\$ 405.00	N/A	N/A
Site Plan				1	1	2		4	\$ 507.42	N/A	N/A
Pavement Design Analysis		1		2	10			13	\$ 1,875.00	N/A	N/A
Draft Geotech Report Preparation	1	2		4	14		2	23	\$ 3,303.44	N/A	N/A
Geotechnical Report Review & Finalization	1	1		2	4		2	10	\$ 1,428.44	N/A	N/A
HOURS SUB-TOTALS	2.5	4.5	0	14.5	35	27	6	89.5		0	
contract which includes base hourly rate, overhead and	\$220.00	\$195.00	\$185.00	\$165.00	\$135.00	\$103.71	\$71.72				
TOTAL LABOR COSTS	\$550.00	\$877.50	\$0.00	\$2,392.50	\$4,725.00	\$2,800.17	\$430.32	\$11,775.49			
SUBTOTAL								\$11,775.49	\$11,775.49		

OTHER DIRECT/UNIT EXPENSES	Quantity	UNIT	Rate	Total
Field Operations				
Mobilization	1	units	\$495.000	\$495.00
3" Thin-Wall Continuous Sampling or Intermittent Sampling in Granular Soils	75	ft	\$19.500	\$1,462.50
Texas Cone Penetration (TCP) at 5 ft intervals	15	units	\$20.00	\$300.00
In-Place Pavement Core (6-in. diameter)	3	units	\$100.00	\$300.00
Bentonite Backfill	15	bags	\$13.86	\$207.90
Pavement Surface Patch	3	units	\$40.00	\$120.00
Driller Cleanup	2	hrs	\$233.54	\$467.08
Traffic Control Services, Arrow Boards and Attenuator Truck (Small Project)	2	days	\$2,000.00	\$4,000.00
Laboratory Testing				
Atterberg Limits	6	units	\$105.00	\$630.00
Moisture Content	20	units	\$15.00	\$300.00
Sieve Analysis (passing No. 4, 40, 200)	6	units	\$98.04	\$588.24
Lime Series (Tex-121-E Part III)	2	units	\$410.00	\$820.00
Sulfate Testing	3	units	\$100.27	\$300.81
Unconfined Compressive Strength (Soil)	3	units	\$30.08	\$90.24

	SUBTOTAL DIRECT EXPENSES				\$10,081.77

SUMMARY

	LABOR COST (include multiplier)	\$11,775.49
	NON-SALARY (OTHER DIRECT EXPENSES)	\$10,081.77
	TOTAL (Labor and Direct Expenses)	\$21,857.26

Level of Effort Spreadsheet
TASK/HOUR BREAKDOWN
 Design Services for
Pflugerville Intersection - Task Order 1
PELTON LAND SOLUTIONS
 7/15/2021

Activity No.	Task Description	Labor (hours)											Total Hours	Total Labor Cost	Expense		Total Expense Cost	Task Sub Total	
		Project Principal	Project Manager	Senior Engineer	Project Engineer	EIT	Admin	Sr. RPLS	RPLS	Sr Survey Tech	Survey Tech	Survey 2-Man Crew			Survey 1-Man Crew	Reproduction			Directs
Peloton 2020 Rates		\$265.00	\$220.00	\$170.00	\$150.00	\$130.00	\$75.00	\$235.00	\$140.00	\$125.00	\$105.00	\$175.00	\$125.00						
1.0	Project Management	2	15	0	5	0	0	0	0	0	0	0	0	22	\$4,580	\$0	\$150	\$150	\$4,730
1.1	Managing the Team																		
1.1.1	Team/Resource management, design development direction	0	2											2	\$440			\$0	\$440
1.1.2	QA/QC (Schematic Documents)	2	2											4	\$970			\$0	\$970
1.2	Communications and Reporting (9 Months)		2											2	\$440			\$0	\$440
	Design Development Coordination Meeting (2 Mtgs.)		2		2									4	\$740		\$100	\$100	\$840
	Periodic Design Team Conference Calls (12 Calls)		2		2									4	\$740			\$0	\$740
	Concept Design Peer Review Meeting (1 Mtg.)		1		1									2	\$370		\$50	\$50	\$420
	Prepare Monthly Progress Reports		2											2	\$440			\$0	\$440
	Prepare Monthly Invoice		2											2	\$440			\$0	\$440
2.0	Conceptual Design	2	8	4	24	50	0	0	0	0	0	0	0	88	\$13,070	\$0	\$0	\$0	\$13,070
2.1	Data Collection (new data since beginning of project)		2		4	4								10	\$1,560			\$0	\$1,560
2.2	Subsurface Utility Engineering													0	\$0			\$0	\$0
2.3	Conceptual Design Package														\$0			\$0	\$0
2.3.1	Roadway Design													0	\$0			\$0	\$0
2.3.2	Traffic Engineering													0	\$0			\$0	\$0
2.3.3	Conceptual Drainage Study and Analysis													0	\$0			\$0	\$0
2.3.4	Conceptual Drainage Design (30%)	2	4	4	16	40								66	\$9,690			\$0	\$9,690
2.3.5	Traffic Control Design													0	\$0			\$0	\$0
2.4	Conceptual/Construction Estimate (1 Total)		2		4	6								12	\$1,820			\$0	\$1,820
3.0	Preliminary Design (60 Percent)	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0
3.1	Preliminary Drawings and Specifications													0	\$0			\$0	\$0
3.1.5	Drainage Design Plans													0	\$0			\$0	\$0
3.2	Geotechnical Investigation/Pavement Design													0	\$0			\$0	\$0
3.3	Constructability Review													0	\$0			\$0	\$0
3.4	2nd Public Meeting													0	\$0			\$0	\$0
3.5	Utility Clearance													0	\$0			\$0	\$0
3.6	Construction Estimate													0	\$0			\$0	\$0
3.7	Utility Relocation Inspection													0	\$0			\$0	\$0
4.0	Final Design (90 Percent) and Final Construction Documents (100 Percent)	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0
4.1	Final Draft (90%) Construction Plans and Specifications													0	\$0			\$0	\$0
4.1.1	Roadway Design (list Sheets)													0	\$0			\$0	\$0
4.1.2	Traffic Engineering													0	\$0			\$0	\$0
4.1.3	Traffic Control Plan													0	\$0			\$0	\$0
4.1.4	Illumination Design and Plans													0	\$0			\$0	\$0
4.1.5	Drainage Design Plans													0	\$0			\$0	\$0
4.1.5a	Specifications													0	\$0			\$0	\$0
4.1.6	Final Landscape Plans													0	\$0			\$0	\$0
4.2	Final (100%) Plans and Specifications													0	\$0			\$0	\$0
4.2.1	Specifications													0	\$0			\$0	\$0
4.2.2	Final Stormwater Report													0	\$0			\$0	\$0
4.3	Project Decision Logs (90% and 100%)													0	\$0			\$0	\$0
4.4	Construction Estimates (90% and 100%)													0	\$0			\$0	\$0
4.5	Utility Relocation Inspection													0	\$0			\$0	\$0
5.0	Bid Phase	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0.00
5.1	Bid Support													0	\$0			\$0	\$0
5.1.1	Sell Contract Documents and Maintain Plan Holders List													0	\$0			\$0	\$0
5.1.2	Issue Addenda													0	\$0			\$0	\$0
5.1.3	Attend Pre-bid Conference													0	\$0			\$0	\$0
5.1.4	Attend Bid Opening													0	\$0			\$0	\$0
5.1.5	Tabulate Bids and Recommend Award													0	\$0			\$0	\$0
5.1.6	Issue Conformed Contract Documents													0	\$0			\$0	\$0
5.2	Final Design Drawings													0	\$0			\$0	\$0
6.0	Construction Phase Services	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$200	\$200	\$200.00

6.1	Construction Support													0	\$0			\$0	\$0
6.1.1	Attend Preconstruction Conference													0	\$0			\$0	\$0
6.1.2	Attend Public Meeting													0	\$0			\$0	\$0
6.1.3	Project Site Visits (8 Visits)													0	\$0	\$200		\$200	\$200
6.1.4	Submittal Review (Assume 4)													0	\$0			\$0	\$0
6.1.5	Request for Information/Change Order Review													0	\$0			\$0	\$0
6.1.6	Prepare Monthly Progress Reports with Schedule (18)													0	\$0			\$0	\$0
6.1.7	Prepare Monthly MBE/SBE Reports (18)													0	\$0			\$0	\$0
6.1.8	Prepare Monthly Invoice (18)													0	\$0			\$0	\$0
6.1.9	Final Walk Through and Punch List													0	\$0			\$0	\$0
6.2	Record Drawings													0	\$0			\$0	\$0
7.0	ROW/Easement Services	0	2	0	3	0	4	6	16	12	0	28	0	71	\$11,240	\$0	\$50	\$50	\$11,290
7.1	Right-of-Way Research (2 developer plats, etc.)							6	12	12		28		58	\$9,490			\$0	\$9,490
7.2	Right-of-Way Documents (16 ROW/Easements)													0	\$0			\$0	\$0
7.2.1	Coordination Meetings with Real Property													0	\$0			\$0	\$0
7.3	Temporary Right of Entry Submittal		2		3		4		4					13	\$1,750	\$50	\$50	\$1,800	
8.0	Survey Services	0	6	0	0	0	0	8	24	16	40	120	0	214	\$33,760	\$0	\$200	\$200	\$33,960
8.1	Design Survey		6					8	24	16	40	120		214	\$33,760	\$200	\$200	\$33,960	
8.2	Temporary Right of Entry Submittal													0	\$0			\$0	\$0
8.3	Subsurface Utility Engineering (QL-A, B, C, & D)													0	\$0			\$0	\$0
8.4	Construction Survey (Control & Staking)													0	\$0			\$0	\$0
9.0	Permitting	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0
9.1	TPDES/SWPPP													0	\$0			\$0	\$0
9.1.1	Stormwater Checklist (30/60/90/100); Floodplain Permit													0	\$0			\$0	\$0
9.1.2	Letter of Map Revision (LOMR)													0	\$0			\$0	\$0
9.2	TDLR													0	\$0			\$0	\$0
Totals		4	31	4	32	50	4	14	40	28	40	148	0	395	\$62,650	\$0	\$600	\$600	\$63,250

Project Summary	
Total Hours	395
Total Labor	\$62,650
Total Expense	\$600
0% Sub Markup	\$0
Total Project Cost	\$63,250.00

Schedule of Hourly Professional Service Billing Rates

<u>Position Classification</u>	<u>Classification Level</u>	<u>Hourly Billing Rate</u>
General Office *	5	\$56.00
Technician *	6	\$71.00
Assistant *	7	\$83.00
	8	\$111.00
	9	\$132.00
Staff *	10	\$150.00
	11	\$165.00
Senior	12	\$183.00
	13	\$201.00
Associate	14	\$213.00
	15	\$214.00
	16	\$216.00
	17	\$220.00

NOTES:

1. Position classifications listed above refer to the firm's internal classification system for employee compensation. For example, "Associate", "Senior", etc., refer to such positions as "Associate Engineer", "Senior Architect", etc.
2. For any nonexempt personnel in positions marked with an asterisk (*), overtime will be billed at 1.5 times the hourly labor billing rates shown.
3. A charge will be applied at a rate of \$9.95 per labor hour for technology usage, software, hardware, printing & reprographics, shipping and telecommunications. Specialty items are not included in the technology charge.
4. Monthly invoices will be submitted for payment covering services and expenses during the preceding month. Invoices are due upon receipt. A late payment charge of 1.5% per month will be added to all amounts not paid within 30 days of the invoice date.
5. The services of contract/agency and/or any personnel of a Burns & McDonnell subsidiary or affiliate shall be billed to Owner according to the rate sheet as if such personnel is a direct employee of Burns & McDonnell.
6. The rates shown above are effective for services through December 31, 2021, and are subject to revision thereafter.



Pflugerville Intersection Improvements – Exhibit 3

Proposal for Engineering Services

June 25, 2021

Limits of Survey Exhibits

Legend

- Limits of Survey
- 2-ft Contours
- Ex. Stormwater_Line
- Wastewater_Manhole
- Ex. Gravity_Sewer_Line
- Ex. Forcemain
- Ex. Water_Transmission_Main
- Ex. Water_Distribution_Main
- Streets
- Parcels

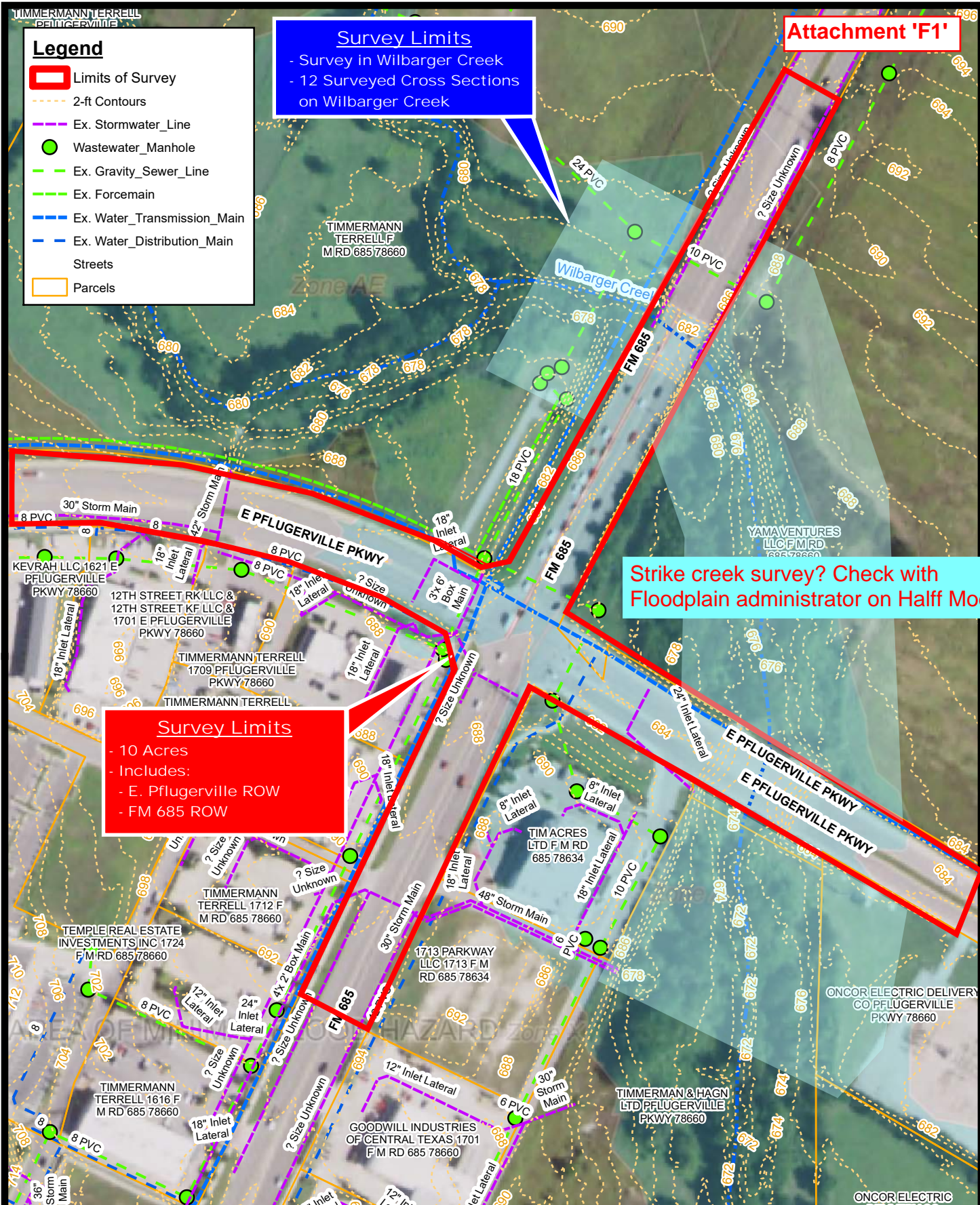
Survey Limits

- Survey in Wilbarger Creek
- 12 Surveyed Cross Sections on Wilbarger Creek

Strike creek survey? Check with Floodplain administrator on Half Model

Survey Limits

- 10 Acres
- Includes:
- E. Pflugerville ROW
- FM 685 ROW



0 100 200 Feet

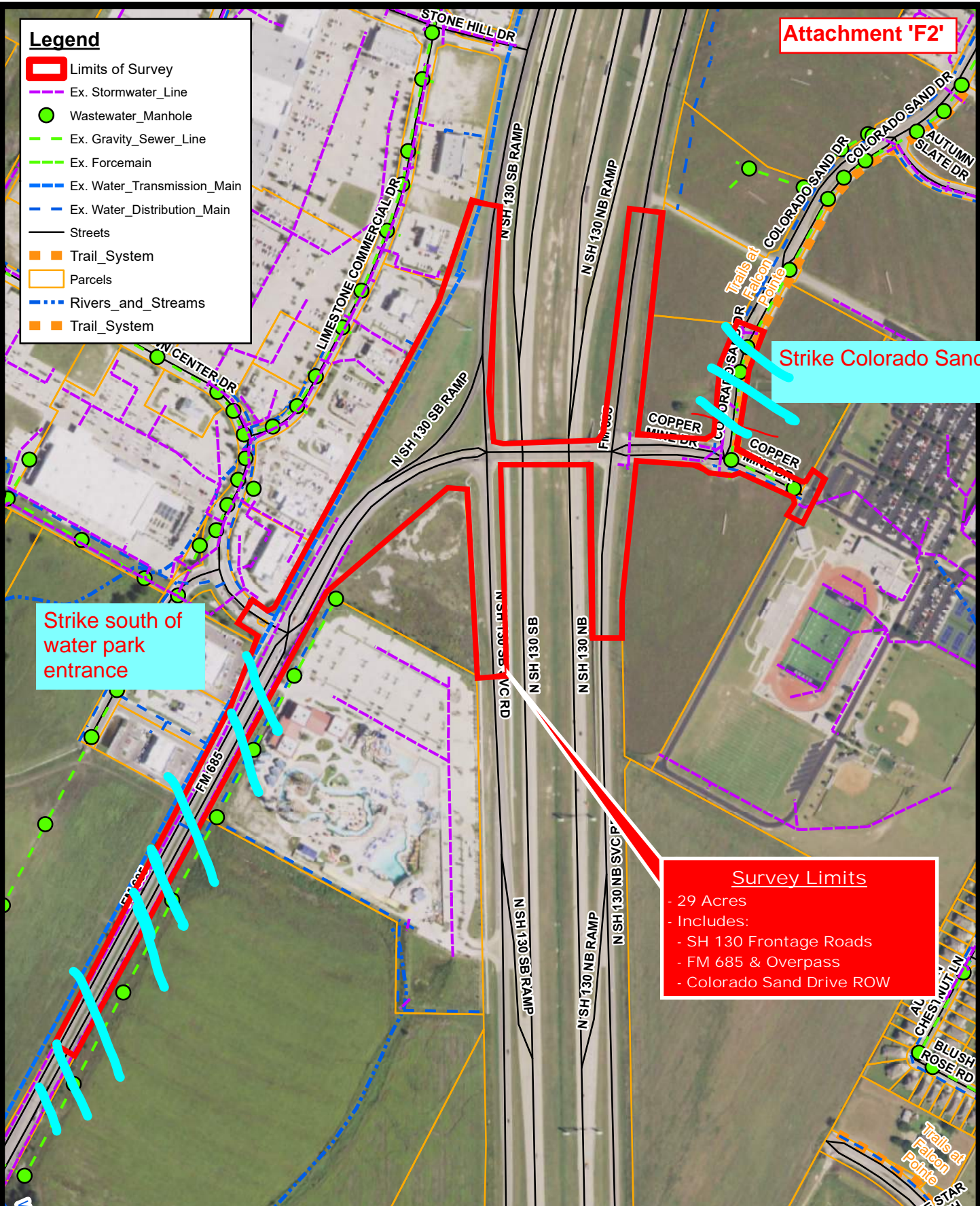
Graphic Scale

June 2021



Legend

- Limits of Survey
- Ex. Stormwater_Line
- Wastewater_Manhole
- Ex. Gravity_Sewer_Line
- Ex. Forcemain
- Ex. Water_Transmission_Main
- Ex. Water_Distribution_Main
- Streets
- Trail_System
- Parcels
- Rivers_and_Streams
- Trail_System



Strike Colorado Sand Dr

Strike south of water park entrance

Survey Limits

- 29 Acres
- Includes:
- SH 130 Frontage Roads
- FM 685 & Overpass
- Colorado Sand Drive ROW



Exhibit 4

Burns and McDonnell Engineering Company, Inc						CITY OF PFLUGERVILLE INTERSECTIONS - SCHEDULE						Mon 7/19/21	
ID	Task Name	Duration	Start	Finish	Predecessors	Aug	Sep	Oct	Nov	Dec	2022 Jan	Feb	
1	Start Date (08/01/2021)	0 days	Sun 8/1/21	Sun 8/1/21		8/1							
2	Project Startup Activities	45 days	Mon 8/2/21	Fri 10/1/21									
3	Prepare Project Management Plan and Attend Kickoff	5 days	Mon 8/2/21	Fri 8/6/21	1								
4	2.1, 2, 8.0 - Data Collection, Utility Identification, Develop Base Maps, Survey	45 days	Mon 8/2/21	Fri 10/1/21	1								
5	2.3, 7.0 - Analyze Existing Conditions incl. Traffic & Crash Analysis, Develop ROW Base Map	30 days	Mon 8/9/21	Fri 9/17/21	3								
6	Alternatives Analysis / 30% Design	145 days	Mon 8/9/21	Fri 2/25/22									
7	2.3 - Preliminary Design/Criteria	20 days	Mon 8/9/21	Fri 9/3/21	3								
8	2.3.1 - Develop Conceptual Schematic Alternatives & Env Constraints Map	30 days	Mon 9/6/21	Fri 10/15/21	7								
9	TxDOT Coordination On Concept Alternatives	5 days	Mon 10/18/21	Fri 10/22/21	8								
10	2.3.2 - Existing Traffic and Operational Analysis	30 days	Mon 8/9/21	Fri 9/17/21	3								
11	2.3 - Complete Alternative Analysis	20 days	Mon 10/18/21	Fri 11/12/21	8								
12	1st Alternative Analysis Recommendation Completion/Meeting	15 days	Mon 11/15/21	Fri 12/3/21	11								
13	2.3 - 30% - Develop Conceptual Design Schematic (Preferred Option) - Plan and Profile, TCP	25 days	Mon 12/6/21	Fri 1/7/22	12								
14	Utility Coordination	5 days	Mon 1/10/22	Fri 1/14/22	13								
15	Geotech	25 days	Mon 1/10/22	Fri 2/11/22	13								
16	2.3 - Safety Study	15 days	Mon 8/9/21	Fri 8/27/21	3								
17	2.3.2 - Proposed Traffic and Operational Analysis	10 days	Mon 12/6/21	Fri 12/17/21	12								
18	2.3.3 - Existing Drainage Study (Conceptual)	20 days	Mon 12/6/21	Fri 12/31/21	12								
19	2.3.4 - Proposed Drainage Study	25 days	Mon 1/10/22	Fri 2/11/22	13								
20	2.0 - Schematic 30% City Review & Resolution	10 days	Mon 2/14/22	Fri 2/25/22	19								