

**PROFESSIONAL SERVICES AGREEMENT
FOR
CAMERON ROAD REALIGNMENT**

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 K Friese + Associates, 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 A which are incorporated by reference as if written and copied herein.

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

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

IV. COMPENSATION TO CONSULTANT

4.1 In consideration of Consultant's performance in a satisfactory and efficient manner, as determined solely by City Manager, of all services and activities set forth in this Agreement, City agrees to pay Consultant an amount not to exceed Three Hundred Eighty-Nine Thousand Seven Hundred Two Dollars and Forty-Nine Cents (\$389,702.49) as total compensation, to be paid to Consultant as further detailed in Exhibit B.

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: K Friese + Associates, Inc.
Attn: Thomas Owens, P.E.
1120 South Capital of Texas Hwy
Building 2, Suite 100
Austin, Texas 78746

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 "*Cameron Road Realignment*" 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 | | |
| Contractual Liability | | |
| Business Auto Liability | 1,000,000 combined single limit | City to be provided a waiver of subrogation |
| Workers' Compensation & Employers Liability | Statutory Limits 1,000,000 each accident | City to be provided a waiver of subrogation |
| Professional Liability | 1,000,000 | |

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

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

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

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

- Name the City, its officers, officials, employees, volunteers, and elected representatives as ***additional insured by endorsement under terms satisfactory to the City***, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;
- Provide for an endorsement that the "other insurance" clause shall not apply to the City of Pflugerville where the City is an additional insured shown on the policy;
- Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City.
- Provide thirty (30) calendar days advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

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

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

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

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

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

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

X. INDEMNIFICATION

10.1 CONSULTANT covenants and agrees to INDEMNIFY and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually and collectively, from and against any and all

costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, or liability for damages caused by or resulting from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by the CONSULTANT or the CONSULTANT's agent, CONSULTANT under contract, or another entity over which the CONSULTANT exercises control. Such acts may include personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to CONSULTANT'S activities under this Agreement, including any negligent or intentional acts or omissions of CONSULTANT, any agent, officer, director, representative, employee, consultant or subcontractor of CONSULTANT, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its elected officials, employees, officers, directors, volunteers and representatives, in instances where such negligence causes personal injury, death, or property damage. In no event shall the indemnification obligation extend beyond the date with when the institution of legal or equitable proceedings for the professional negligence would be barred by any applicable statute of repose or statute of limitations.

10.2 The provisions of this INDEMNITY are solely for the benefit of the Parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. CONSULTANT shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or CONSULTANT known to CONSULTANT related to or arising out of CONSULTANT's activities under this AGREEMENT.

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

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

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

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

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

XI. ASSIGNMENT AND SUBCONTRACTING

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

11.2 It is City's understanding and this Agreement is made in reliance thereon, that Consultant intends to use the following subcontractors in the performance of this Agreement: SAM Inc.; Raba-Kistner Consultants, Inc.; American Structurepoint, Inc., The Rios Group, LLC. 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:

Exhibits A - C - Scope of Services, including Project Description/Scope of Services; Fee Summary for Professional Services and Proposed Project Schedule

XXIV. ENTIRE AGREEMENT

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

XXV. MISCELLANEOUS CITY CODE PROVISIONS

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

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

state corporation or limited liability company that is not subject to the Texas Franchise Tax, whichever is applicable.

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

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

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

25.6 Texas Government Code Mandatory Provision. The City of Pflugerville may not enter into a contract with a company for goods and services unless the contract contains a written verification from the company that it; (i) does not boycott Israel; and (ii) will not boycott Israel during the term of the contract. (Texas Government Code, Chapter 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**

K Friese + Associates, Inc.

(Signature)



(Signature)

Printed Name: Sereniah Breland

Printed Name: Thomas Owens, P.E.

Title: City Manager

Title: Executive Vice President

Date: _____

Date: 16 JUL 21

APPROVED AS TO FORM:

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

EXHIBIT A
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CAMERON ROAD REALIGNMENT

WORK SUMMARY

K Friese + Associates, Inc. (KFA) will provide the necessary engineering and technical services for the development of the geometric layout with alternatives analysis for the ultimate four-lane urban roadway for the realignment of Cameron Road from the intersection of Weiss Ln and E Pecan St to a tie in point on Cameron Road South. Upon approval of the recommended ultimate geometric layout, KFA will provide the necessary engineering and technical services for the development of the plans, specifications and estimates (PS&E) and contract. KFA will also provide construction phase services as described in the Phase III tasks. The total project length is to be determined during the Phase I Ultimate Condition Alternatives Analysis. The plans will include construction of the roadway to an interim two-lane of an ultimate four-lane minor arterial with 100-ft ultimate ROW width. The plans will incorporate intersection improvements at the north and south termini. The design will include 10-foot wide shared use paths (SUP) on both sides of Cameron Road for the ultimate condition and an SUP on one side only for the interim condition.

KFA will perform design services related to the design and plan production for this project in accordance with the latest available City of Pflugerville requirements, including the ENGINEERING DESIGN GUIDELINES & CONSTRUCTION STANDARDS, the latest UNIFIED DEVELOPMENT CODE, and City of Pflugerville Standard Details and Specifications. Special details and specifications will be developed for the projects when necessary.

KFA shall include the tasks and deliverables more fully described in the following task descriptions.

PROJECT DESIGN CRITERIA

All engineering documents released, issued, or submitted by or for a registered engineering firm, including preliminary documents, must clearly indicate the engineering firm name and registration number. Additionally, all completed documents submitted for final approval or issuance or a permit must bear the seal with signature and date adjacent thereto of a Professional Engineer licensed to practice in the State of Texas.

The design standards to be used will include but not be limited to the City of Pflugerville Engineering Design Manual, City of Austin Drainage Criteria Manual, TxDOT Roadway Design Manual, TxDOT Bridge Design Manual – LRFD, TxDOT Hydraulic Design Manual, Highway Capacity Manual, the American Association of State Highway and Transportation Officials (AASHTO) A Policy on Geometric Design of Highways and Streets (Green Book), AASHTO LRFD Bridge Design Specifications, Texas Manual on Uniform Traffic Control Devices, ADA Accessibility Guidelines, Texas Pollutant Discharge Elimination System (TPDES) Guidelines, required applicable state and federal guidelines or standards.

Project specifications will be developed using the latest City of Pflugerville Technical Standards and Specifications and when needed, City of Austin Technical Standards

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and Specifications and/or the Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges.

PROJECT MANAGEMENT (TIME & MATERIALS TASKS)

1. Overall Project Management – KFA will conduct internal meetings, schedule work, and coordinate on an ongoing basis with the City/GEC and project team. This task includes coordinating with subconsultants on field work, work products, and deliverables. This task also includes designation of PM in writing, monthly invoicing and progress reports, monthly meetings with the City, and monthly updates to the project schedule.
2. City of Pflugerville Meetings – Meetings will be conducted with the City as shown in the project schedule and after each submittal to discuss the City’s comments. Four (4) meetings have been assumed prior to the 30% submittal to review the ultimate alternatives analysis (these include the kick-off meeting and DC meeting), and following the Schematic, 60%, and 90% PS&E submittals for the selected alternative. Time is included in this task for meeting preparation and documentation of the meeting. Agendas will be distributed 24-hours in advance of each meeting and minutes will be distributed within 3 business days following each meeting.
3. Public Involvement – KFA will prepare materials and attend two (2) public in-person Open House Meetings for the project following the Schematic and the 90% phase submittals. KFA will prepare board mounted exhibits, assist City staff and be available to answer questions from the public during the open house. It is assumed that KFA will provide technical assistance only. Advertisements, public notifications, facility rentals, and catering are not included in this scope.

PHASE I – ULTIMATE CONDITION ALTERNATIVES ANALYSIS (TIME & MATERIALS TASKS)

1. **Design Survey & ROW Parcels** – Surveying and Mapping, LLC (SAM) topographic and ROW services will include several phases of surveying and the approximate limits of each phase are depicted below in **Figure 1**.

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Figure 1

- a. Project Control - SAM shall establish horizontal & vertical control including a minimum of 4 points within the survey project limits along the existing corridor. The survey control points (5/8" iron rods with aluminum caps set in concrete) will be set in locations that will likely be undisturbed by construction or maintenance. The project control will be placed on horizontal and vertical datums [NAD83/2011/NAVD88 values (Texas Coordinate System, Central Zone)]. All coordinates will be adjusted to surface by multiplying by a surface adjustment factor of 1.00011, or as provided by the Client. Elevations will be derived from GPS observations using Geoid 2012B model. SAM shall prepare 11"x17" survey control sheets, signed & sealed by an RPLS.

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- b. Right of Entry Coordination - SAM shall attempt to obtain right of entry (ROE) for up to five (5) affected properties including preparing a ROE spreadsheet with ownership information and mailing out ROE letters to the property owners. SAM anticipates that the City of Pflugerville will facilitate the resolution of any refusals to grant ROE and/or communication with land owners who are hostile with respect to the completion of this scope of services. The Surveyor will document any interactions with land owners while performing the work. Gaining ROE from all land owners in a timely manner will be critical to the success and efficiency in meeting deadlines for this project.

- c. Route Survey - SAM will obtain design survey data within the project limits at approximate 50' intervals and major grade breaks necessary to produce a one-foot interval contour DTM. This data will typically include as follows: edge of pavement/gutter & back of curb, crown (physical centerline), roadway striping , top and bottom of drainage ditches, sidewalk, fences, guardrails, signs (with text), mailboxes, retaining walls, paved areas, buildings, driveways (with type noted), driveway pipes, visible utilities and visible evidence of underground utilities only. The general corridor of the route survey will be along the proposed realignment of Cameron Road approximately 3,500' in length and will be 250' in width. Approximate limits of the route survey are depicted below in red in **Figure 2**.

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Figure 2

ii. Cameron Road Extension - SAM shall collect design survey for approximately 500 feet at the southern tie in point of the Cameron Road Realignment. In this area SAM will obtain design survey data within the project limits at approximate 50' intervals and major grade breaks necessary to produce a one-foot interval contour DTM. This data will typically include as follows: edge of pavement/gutter & back of curb, crown (physical centerline), roadway striping, top and bottom of drainage ditches, sidewalk, fences, guardrails, signs (with text), mailboxes, retaining walls, paved areas, buildings, driveways (with type noted), driveway pipes, visible utilities and visible evidence of underground utilities only. Approximate limits of the Cameron Road extension design survey are graphically depicted below in **Figure 3**.

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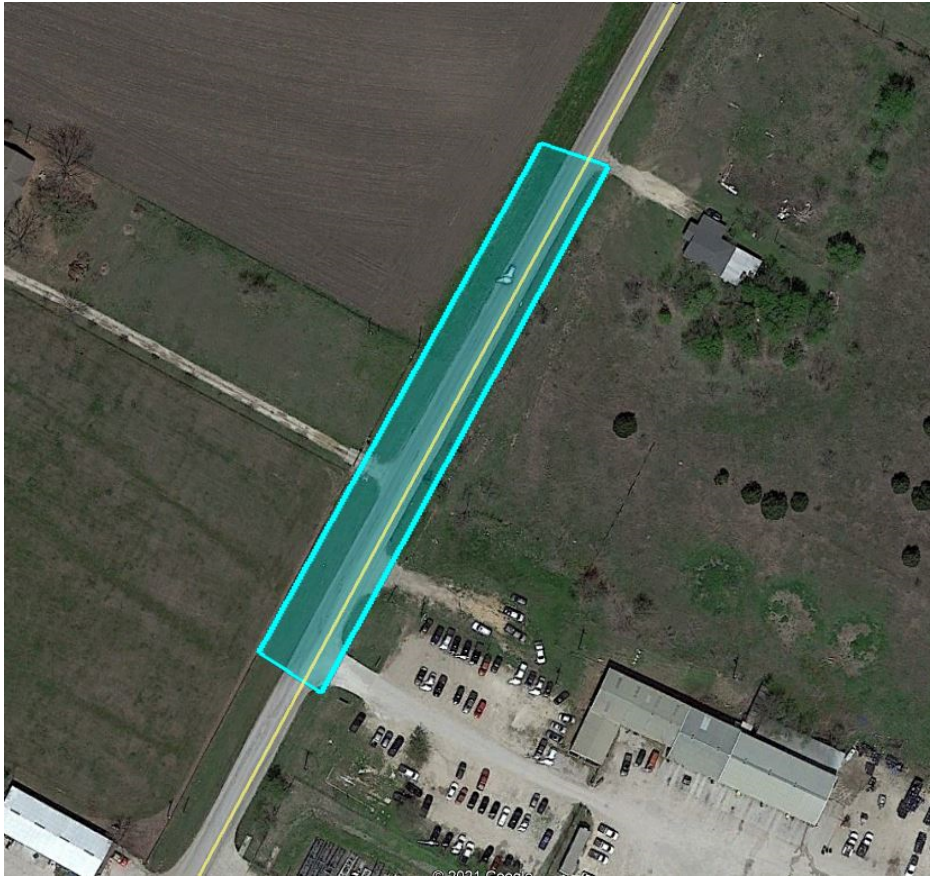


Figure 3

iii. Cross Sections - SAM shall collect cross section data for the channel that runs from Weiss Lane to the culvert on Cameron Road. The cross sections shall be collected at 50 foot intervals and will extend 50 feet past the top of bank. The general path of the channel is graphically depicted in yellow in Figure 6.

iv. Tree Survey - SAM shall locate all trees within the proposed project limits. Trees will be used for 2D location purposes only and will not be included in the overall 3D DTM.

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Figure 6

Route Survey Project Deliverables

- 2D Planimetrics & 3D DTM (Microstation V8i)
- GPK & TIN file
- 1-Foot Contour map in Microstation V8i DGN format
- PDF Field Book Copies
- ASCII file of points
- 11"x17" survey control sheets, signed & sealed by an RPLS (PDF format)
- 2D file depicting the results of the tree survey (Microstation V8i)
- Tree List (Excel Format)

d. Right of Way Survey (Up to 5 Parcels)

Records Research and Deed Study: Upon notice to proceed, SAM will conduct research in the Travis County Appraisal District offices to confirm property ownership for the 5 affected properties (subject properties). Concurrently, copies of the current deeds and any plats for all subject properties will be obtained from the County Clerks' records. SAM shall order Title Commitments from a third party provider for the 5 affected properties. SAM shall review the Title Commitments and depict any

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easements/encumbrances on the parcel plats for the 5 affected properties. No additional research shall be conducted as part of this scope of services.

Field Surveys: SAM will recover monuments marking the existing ROW lines (if any) and the front corners of the properties from which ROW is to be obtained and will tie to the project control. SAM will recover the corner or angle point monuments nearest to the proposed ROW on the side line of each of the subject properties and these corners will be tied to the project control after ROE has been granted.

Boundary Analysis: Utilizing the deed study and the data from the field survey, SAM will analyze the results of the survey and perform computations related to the analysis. Location of the existing ROW lines and the side property lines of each of the subject properties will be determined by SAM.

Preparation of Documents: Documents will be submitted in two rounds (preliminary and final). Preliminary ROW documents shall be submitted based upon found monumentation within the existing ROW. Final ROW documents shall be submitted at a later date once review comments have been received from the City.

- SAM will develop a base file showing ownership of the subject properties. Properties adjacent to the existing/proposed right of way within the project limits will be labeled with the owner's name and deed recordation information.
- Utilizing the boundary surveys performed by SAM and the proposed ROW line location provided by the Client, SAM will compute the boundaries of the ROW parcels for each of the subject properties.
- SAM will draft plats for the 5 parcels for ROW acquisition. The plats will be prepared on 8 1/2" x 11" pages at a scale dependent upon parcel size. A closure computation will be prepared for each of the plats.
- SAM will prepare a field note (metes and bounds) description for each of the 5 parcels. A closure computation will be prepared for each of the descriptions.
- To assure the accuracy of the documents, SAM will read the descriptions while all details are compared to ROW plans and parcel plats (bearings, distances, stations and offsets, deed references, etc.). Final mark-ups will be made and corrections completed.
- All of the above described survey documents (plans, property descriptions parcel plats and closure computations) will be submitted to the City for a one time review. Upon the completion of review of all ROW survey documents, SAM will make necessary corrections. The final ROW documents will then be delivered to the Client.

Monumentation: 5/8-inch iron rod with "SAM" plastic caps will be set at PCs, PTs, angle points and at no greater than 1,000 foot intervals along tangents on the proposed right-of-way line (up to 25 total).

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ROW Justification Exhibits (RJE) – KFA will prepare up to five (5) ROW justification exhibits to be used for ROW negotiations.

ROW Survey Project Deliverables

- 2D ROW Base Map (Microstation V8i)
 - Reference Deeds and Plats (PDF Format)
 - One (1) copy of each Parcel Description/Plat on 8.5"x11" paper (signed/sealed by a Texas RPLS)
 - Digital files (Microstation V8i) of all Parcel Plats
 - PDF Field Book copies
 - ASCII file of points
 - ROW Justification Exhibits
2. **Subsurface Utility Engineering (SUE)** – The Rios Group (TRG) SUE services will include QL“B” SUE to support the design of Cameron Road Realignment in Pflugerville, Texas. The limits of the SUE investigation include 500 linear feet along Cameron Road at the project’s southern terminus. The intersection of Weiss Ln and E. Pecan St. is excluded from this proposal. The precise limits of the Cameron Road phase of the SUE investigation will be determined by the Client. TRG will attempt to designate the following utilities within this area: potable water, reclaimed water, natural gas/crude oil/refined product pipelines, communication duct banks, fiber optic, cable television, telephone, electric, and wastewater. Additionally, TRG will complete an inventory of overhead utilities. Irrigation lines, utility service lines, and storm drain lines are excluded from this scope of work. Existing utility layouts will be prepared on 11"x17" sheets and CADD linework will be referenced into applicable design plans.

TRG Procedures

QL“B” – Designating

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

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Additional Services

The Additional Services require written authorization prior to the start of work. This proposal also includes up to four (4) QL“A” SUE test holes at location that will be provided by the Client and TRG team following review of the QL “B” SUE deliverables. To layout the test holes, TRG will attempt to designate 10-feet of the target utility on each side of the test hole locations.

QL“A” – Locating

TRG will utilize non-destructive vacuum excavation equipment to excavate test holes at the requested locations. To layout the test holes, TRG will follow the QL“B” – *Designating* procedures described above. Once each utility is located, TRG will record the size, type, material, and depth. Test holes will be uniquely marked. Excavations will be backfilled by mechanical means with the appropriate material, and the original surface will be restored. If necessary, TRG can core pavement up to a depth of 12 inches. Asphalt surfaces will be repaired with an asphalt cold patch, and concrete cores will be epoxied in place, flush with the surrounding surface. TRG assumes that flowable fill will not be required when backfilling test holes and that full-section pavement repair (including sidewalks) will not be required to restore the original pavement surface. If requested, these services can be provided at an additional cost.

TRG will establish any necessary routine traffic control measures at no additional cost. However, if non-routine traffic control measures (lane closures, traffic detours, flagpersons, etc.) are required, this service will be invoiced as a direct expense. Due to the risk of damage, TRG will not attempt to probe or excavate test holes on AC water lines unless approval is obtained from the owner in advance. Additionally, excavation in rock, or to a depth greater than 18 feet, is considered beyond the scope of this proposal.

TRG has made the following assumptions with regard to the test holes on this project:

- All test holes will be accessible to truck-mounted vacuum excavation equipment.
- Right-Of-Way (ROW) permits from the City of Pflugerville will be required. TRG will obtain all required City of Pflugerville permits and ensure that coordination and compliance with the City of Pflugerville is provided. It is assumed any required permits will be provided at no cost to TRG.
- Designed traffic control plans will not be required. It is assumed that City of Austin and/or Texas Department of Transportation standard traffic control details will be utilized.
- Non-routine traffic control measures will be required. TRG will acquire the services of a qualified Maintenance-Of-Traffic (MOT) Subcontractor, and ensure that adequate traffic control is provided.
- The coring of pavement will not be required.

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3. **Develop Ultimate Condition Alternative Options** – KFA Ultimate Condition Alternative Analysis will include:
- a. KFA will evaluate two (2) options for the southern terminus tie-in to existing Cameron Rd, and removal of existing pavement to reconfigure existing intersection of Cameron Rd and E Pecan St.
 - b. KFA will prepare a 1"=100' scale plan view exhibit for each alternative option.
 - c. KFA will prepare an Opinion of Probable Construction Cost for each alternative option.
4. **Develop schematic level of detail for selected Ultimate Condition Option** - Upon approval from the City, KFA will prepare a schematic roll plot of the project, displaying the ultimate divided urban minor arterial roadway, two 10-ft shared use paths, 100-ft proposed ROW and all necessary easements. KFA will produce the following documents representing a schematic level of design:
- a. Design Summary Report (DSR) – KFA will prepare a Design Summary Report in TxDOT or other City preferred format documenting all design criteria for the project
 - b. Schematic Roll Plot – KFA will prepare a roll plot for the ultimate condition reflecting a schematic level of design. The roll plot will include:
 - Horizontal Alignment
 - Vertical Profile
 - Edges of Pavement and SUP
 - Existing property lines and Proposed ROW
 - Locations of major drainage crossings (if applicable)
 - Drainage trunk lines
 - Detention facilities
 - Roadway Typical Sections
 - Horizontal Alignment Data
 - c. Schematic Cross Sections Roll Plot – KFA will prepare a roll plot with design cross-sections plotted at 100-foot intervals and at major culvert crossings
 - d. Drainage Technical Memorandum – KFA will prepare a drainage memorandum to summarize the general drainage requirements for the project. KFA will use Atlas 14 rainfall data to prepare the drainage design. The memorandum will summarize:
 - Existing and proposed drainage flows
 - Required storm sewer trunk lines and sizes for the ultimate condition
 - Required structures for drainage crossings
 - e. Preliminary Construction Schedule

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5. **Geotechnical Services** - RKCI will perform geotechnical services for the roadway that will require pavement design recommendations. This task includes drilling six (6) pavement borings (approximately 500 ft spacing) to 15 ft below existing ground surface, except for the boring located near the intersection of Pecan Street and Weiss Lane which will extend to 25 ft below existing ground surface in the event new traffic signals are considered. Dynamic Cone Penetrometer (DCP) tests will be performed adjacent to each boring location and extend to a maximum depth of 24 in. below existing ground surface. RKCI will perform the following:

- Develop soil boring layout for approval from KFA prior to mobilization.
- 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, 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, and PVR calculations.
- 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); perform laboratory testing to characterize soils and provide pavement design recommendations for the proposed re-alignment. Upon completion, the boreholes will surveyed and included in the project design topo.
- 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, dry density, Triaxial Compression of Disturbed Soil (Tex-117-E), and Lime Series (Tex-121-E Part III).
- Prepare (3) pavement design options. All pavement design analyses will be performed with TxDOT software FPS-21, unless otherwise approved by the City.
- RKCI will prepare a Draft Pavement Report and Final Pavement Report based on field testing, subsequent laboratory testing.

RKCI has also assumed that the borings can be drilled during the day, right-of-entry is provided, no site work is needed to access the boring locations, and that all boring locations will be accessible to a truck-mounted drill rig.

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6. **Environmental Due Diligence** - This proposal provides a scope of work to evaluate the project corridor and perform environmental studies related to a Phase I Environmental Site Assessment (ESA-I), Archaeological Desktop Review, Waters of the U.S. Evaluation, and Protected Species Habitat Evaluation.

a. Phase 1 Environmental Site Assessment: Raba-Kistner Consultants Inc. (RKCI) will perform the following in accordance with *The American Society for Testing and Materials (ASTM) E 1527-13, Standard Practice for Environmental Site Assessments; Phase I Environmental Site Assessment Process*.

i. Review of Records and Resource Materials: RKCI will review reasonably ascertainable pertinent records and resource materials that are practically reviewable within the cost and time constraints of the ESA-I. Federal, state, local, and facility records will be evaluated for environmentally significant information regarding the site and documented facilities or incidents within the approximate minimum search distance established by the environmental professional in accordance with the ASTM standard.

Review of Recorded Land Title Records: RKCI will review records of fee ownership, leases, land contracts, easements, liens, and other encumbrances on or of the property as provided by CLIENT or owner, for the purpose of identifying past owners or operators on the site who may have been involved in activities known or reported to include the generation, handling, or disposal of hazardous waste.

ii. Site Reconnaissance: RKCI will perform a site reconnaissance in an attempt to identify recognized environmental conditions in connection with the properties. The environmental professional shall visually and physically observe the property, and any structure(s) located on the property not obstructed by bodies of water, adjacent buildings, or other obstacles for environmental hazards and conditions related to the property. The adjoining properties, structures, and potential recognizable environmental hazards and conditions of the project area shall be observed visually from all adjacent public thoroughfares, roads, or access points, as well as the project area. The extent of the site reconnaissance is subject to limiting conditions such as weather, impassable obstacles, or access restricted by owners or occupants.

iii. Interviews: In order to comply with the AAI rules, it is mandatory for RKCI to conduct interviews with current owner(s) and occupant(s) of the project area. Should the CLIENT not wish

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RKCI to contact current or past owners or occupants, the CLIENT shall notify RKCI in writing.

Additional interviews will be conducted with parties such as current and past facility managers, past owners, operators or occupants of the property, and employees of the government, environmental regulatory personnel, fire department personnel, health department personnel, and occupants or owners of adjoining properties or operations as necessary and or practical to meet the objectives and performance factors of the AAI rule. Interviews include inquiries in person, by telephone, or by written correspondence. Information from interviews shall be documented including persons interviewed, date and time of the interview, and information provided. In the event an interview is not possible, this possible data gap will be discussed in the report.

- iv. Findings Evaluation and Report Preparation: The final report of the ESA-I will include: 1) documentation of information sources; 2) the facts and description of environmental conditions relevant to the site; 3) the identity and qualifications of the environmental professional(s) involved in the performance of the ESA-I, including signed declarations; 4) the opinion by the environmental professional of the impact of recognized environmental conditions in connection with the property; and 5) recommendations for further action if deemed warranted.

Phase 1 ESA Limitations:

- The ESA-I is a limited inquiry into the environmental characteristics of the property. It includes an opinion on the existence of regulated environmental conditions and contamination (e.g., hazardous substances and petroleum products) by an environmental professional based upon visual inspection and an examination of readily available public and facility records, interviews with people knowledgeable about the site.
- ASTM E 1527-05 defines "recognized environmental conditions" as the presence or likely presence of any hazardous substances or petroleum products on the SITE under conditions that indicate an existing release, a past release, or a material threat of a release of any hazardous substances or petroleum products into structures on the SITE or into the ground, ground water, or surface water of the SITE. This term is not intended to include de minimus conditions that generally do not present a material risk of harm to public health or the environment and that generally would not be the subject of an enforcement action if brought to the attention of appropriate governmental agencies.

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- This ESA-I does not include intrusive investigations or sampling or analyses of any kind unless authorized as additional scope considerations. Furthermore, the location or identification of undocumented buried tanks or concealed wastes, hidden conditions, and subsurface conditions are not included.
 - This ESA-I is not intended to be a detailed study to identify or quantify all potential environmental concerns. Other issues not included within the standard ESA-I scope of work, but which may be performed as additional scope services include, but are not limited to, the investigation and/or evaluation of asbestos-containing building materials (ACBM), lead-based paint, lead and other contaminants in drinking water, radon gas, indoor air quality, or ecological, cultural and historical resources (i.e., threatened or endangered species, archeological resources, sole source aquifers, etc.). Such factors could pose an additional “business environmental risk” to parties involved and can also be evaluated in conjunction with, or supplemental to the ESA-I. No additional business environmental risk considerations are proposed for the ESA-I at this time.
- b. Archaeological Desktop Review: It is assumed that the proposed project is sponsored by a political subdivision of the State of Texas (City of Pflugerville), and/or will occur on public land. As such the proposed development falls under the jurisdiction of the Texas Antiquities Code (TAC) administered by the Texas Historical Commission (Texas Natural Resource Code, Title 9, Chapter 191). It is assumed that no federal undertaking is associated with this project, and that no compliance under Section 106 of the National Historic Preservation Act is applicable.

The archaeological desktop review will consist of a comprehensive review of records that pertain to the proposed project area. Specifically, during the desktop review, an RKCI archaeologist will consult the available resources from the Texas Historical Commission (THC), site files, and maps will be examined to gather more detailed information regarding the project area and its immediate vicinity. In addition, aerial photos, topographic maps, geologic maps, and soil survey maps will also be reviewed to provide information on land use, topography, soils, vegetation, geology, and levels of development within the project vicinity. The goal of the archaeological desktop review is to determine the likelihood that the project will impact significant historic cultural resources (prehistoric and historic archeological sites). Significant historic cultural resources may consist of standing structures and/or prehistoric cultural deposits that have the potential to be listed on the National Register of Historic Places and to be formally designated as State Antiquities Landmarks.

The review will result in the production of a report, summarizing the resources consulted, the findings of the review, and recommendations

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regarding any additional field investigations that may be warranted prior to the inception of the development activities. The document will be submitted to the CLIENT to submit for review. Once the CLIENT has reviewed the report, and all comments addressed, RKCI will produce a final version of the review to submit to the THC for their review and concurrence. The THC will have final determination on the appropriate level of effort needed to comply with the ACT.

Limitations:

- This scope is based on the production of an archaeological desktop review and consultation with the THC. If cultural resources investigations are warranted, RKI will provide a new proposal and fee to address the field investigations
- c. Waters of the U.S. Evaluation: RKCI will prepare a Waters of the U.S. (WOUS) (including wetlands) determination report for the project corridor in accordance with current federal delineation methodology including the 1987 U.S. Army Corps of Engineers (USACE) Wetland Delineation Manual and 2010 Regional Supplement for the Great Plains Region. Documentation will be provided regarding the presence of potential WOUS, as defined using prescribed USACE guidance, that may be subject to Clean Water Act Section 404 jurisdiction. If features are identified, RKCI will delineate the boundaries, including special aquatic sites (e.g., wetlands), and collect a minimum of two representative wetland sample data points. If none are identified, two representative samples will be taken to document upland conditions. All identified stream/wetland boundaries will be surveyed using a survey-grade Global Positioning Satellite (GPS) system with sub-meter accuracy.

RKCI will prepare a determination report for the site complete with appropriate field data form to provide documentation of these conditions. The report will include:

- Brief description of the project, methods/sampling procedures, and results as required by the USACE;
- Boundaries of any WOUS identified in the field;
- Figure depicting the location of the wetland sample data points;
- Completed wetland data form; Area (acres) of potential jurisdictional WOUS shown on an exhibit;
- Pertinent published data (e.g., historical USGS topographic maps, historical aerial photography, Federal Emergency Management Agency maps, National Wetland Inventory Maps, and USDA soil surveys) to support the findings.

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- d. Protected Species Habitat Evaluation: RKCI will research readily available environmental information from appropriate local, state, and federal agencies relative to the project area. This will include a review of desktop resources such as USGS topographic maps, aerial photography, Texas Parks and Wildlife Department (TPWD) Natural Diversity Database (TXNDD) Element of Occurrence Records (EOR), TPWD Rare Resources by County lists, U.S. Fish & Wildlife designated critical habitat, and other available data.

A field visit will be conducted in support of the assessment. The vegetation of the project corridor will be characterized as will the ecological setting in accordance with TPWD map publications, including The Vegetation Types of Texas. This data will aid in determining the potential presence of state and federally listed species and critical habitat in the proposed project area. RKCI will report suitable and non-suitable habitat for the species potentially occurring within the project area.

RKCI will prepare a report documenting the findings, which will include:

- Executive Summary
- Introduction (Project Purpose and Location)
- Topography and Setting
- Topography and Drainage
- Aerial Photography
- Ecological Setting
- Wetlands
- Field Investigation
- Texas Parks and Wildlife Annotated List of Rare Species
- Texas Natural Diversity Database
- U.S. Fish and Wildlife Service Information Planning and Conservation System data and Critical Habitat
- Migratory Bird Treaty Act Consideration

PHASE II – PS&E DESIGN & BID PHASE FOR INTERIM CONDITION (TIME & MATERIALS TASKS)

1. **Construction Plans** – KFA will produce the following sheets (11” x 17” Full-Size) as appropriate for the selected interim two-lane roadway design. QA/QC is included in each sheet task. KFA will submit PS&E progress submittals at the 60%, 90%, and Final phases of design. The anticipated plan sheets are summarized below. In particular, each submittal will consist of the following:

60% Submittal:

- Two (2) paper copies and electronic (pdf) of the 60% plans
- Responses to schematic review comments

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- Updated Opinion of Probable Construction Cost
- Updated Construction Schedule
- Updated Project Design Schedule
- Draft ROW parcel documents
- Design exception request documentation

90% Submittal:

- Two (2) paper copies and electronic (pdf) of the 90% plans
- Responses to 60% review comments
- Updated Opinion of Probable Construction Cost
- Updated Construction Schedule
- Updated Project Design Schedule
- Draft Project Manual
- Draft SWPPP
- Updated design exception request documentation

Final Submittal:

- Two (2) original signed and sealed paper copies and electronic (pdf) of the Final Construction plans
- Two (2) original Project Manuals and Bid Documents and electronic (pdf) for advertisement and letting
- Responses to 90% review comments
- Final Opinion of Probable Construction Cost
- Final Construction Schedule
- Final Project Design Schedule
- Final SWPPP (2 originals)
- Final design exception request documentation

a. MISCELLANEOUS PLANS

- i. TITLE SHEET (1 Sheet)
- ii. INDEX OF SHEETS (1 Sheet)
- iii. QUANTITY/SUMMARY SHEETS (5 Sheets) –
 - Roadway Quantities
 - Summary of Drainage and Erosion Control
 - Summary of Pavement Markings and Traffic Controls
 - Summary of Small Signs
- iv. GENERAL NOTES (4 Sheets)
- v. HORIZONTAL ALIGNMENT DATA (1 Sheet)
- vi. SURVEY CONTROL (1 Sheet)
- vii. UTILITY LAYOUT SHEETS (3 Sheets)
- viii. TYPICAL SECTIONS (4 Sheets) – Existing and proposed typical sections containing:
 - Width of travel lanes and directional arrows
 - Width of shoulders
 - Border width

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- Curb offsets
 - ROW Width
 - Centerline
 - Profile Grade Line
 - Pavement structure (detailed layers based on Geotechnical Report)
 - Side slopes and front slopes as needed
 - Sodding/seeding limits
 - Station limits
 - Sidewalks
- ix. PROJECT LAYOUT SHEET (1 Sheet) – 1"=600' to clearly indicate the limits of the entire project
- x. ROADWAY REMOVAL SHEETS (6 Sheets) – At 1"=50' double stacked. The layouts will indicate pavement, roadway appurtenances, and other pertinent items to be removed with details and descriptions
- b. ROADWAY PLANS & GEOMETRY
- i. ROADWAY PLAN AND PROFILE SHEETS (6 Sheets) – 1"=50' H and 1"=10' V. The sheets will include coordinates, superelevation data, stations, horizontal curve data, vertical profile data, elevations of key alignment features, drainage features, utilities, and any other items required for the complete construction of the project.
- ii. INTERSECTION LAYOUT SHEETS (1 Sheet) – 1"=30' scale with spot elevations and proposed grading for the intersections. The following intersections will be included:
- Cameron Road Realignment at Pecan Street (south side of intersection only)
- iii. DRIVEWAY PLAN AND PROFILE SHEETS (2 Sheets)
- c. GRADING AND DETAILS
- CROSS-SECTIONS – (20 Sheets) KFA will complete design cross-sections at 50-foot station intervals and other locations as necessary for the determination of cut and fill quantities and to further refine the design vertical geometry.
 - ROADWAY DETAILS (6 Sheets) – KFA will include miscellaneous detail sheets for the project using applicable standard City of Pflugerville, City of Austin, or TxDOT details. KFA will prepare any required revisions to applicable standards necessary for the project.
- d. DRAINAGE PLANS – KFA will obtain current hydrologic and hydraulic as-built drawings, models, 1-foot LiDAR data, and associated data from the responsible government agencies. The hydrologic and hydraulic analyses

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will be based on the City of Pflugerville's Engineering Design Manual including the use of the latest Atlas-14 rainfall data.

- i. EXISTING & PROPOSED OFFSITE DRAINAGE AREA MAPS (2 Sheet)
 - ii. ONSITE DRAINAGE AREA MAPS (5 Sheets)
 - iii. DRAINAGE HYDROGLOGIC AND HYDRAULIC CALCULATIONS (4 Sheets)
 - iv. CULVERT LAYOUTS (4 Sheets)
 - v. CULVERT HYDRAULIC CALCULATIONS (4 Sheets)
 - vi. DETENTION POND GRADING PLANS (2 Sheets)
 - vii. STORM SEWER PLAN & PROFILE SHEETS (7 Sheets)
 - viii. STORM SEWER HYDRAULIC CALCULATIONS (2 Sheets)
 - ix. DRAINAGE DETAIL SHEETS (3 Sheets)
 - x. DRAINAGE STANDARDS (20 Sheets)
- e. TRAFFIC CONTROL PLANS
- i. TRAFFIC CONTROL PLAN NARRATIVE SHEET (1 Sheet)
 - ii. TRAFFIC CONTROL PLAN LAYOUT SHEETS (1 Sheets)
 - iii. TRAFFIC CONTROL PLAN STANDARDS (15 Sheets)
- f. SIGNING AND PAVEMENT MARKING
- i. SIGNING AND PAVEMENT MARKING LAYOUTS (4 Sheets)
 - ii. SIGNING AND PAVEMENT MARKING STANDARD SHEETS (6 Sheets)
- g. EROSION CONTROL SHEETS
- i. STORMWATER POLLUTION PREVENTION PLAN (1 Sheet)
 - ii. EROSION CONTROL PLAN SHEETS (3 Sheets)
 - iii. EROSION CONTROL STANDARD SHEETS (6 Sheets)
2. **Opinion of Probable Construction Cost** – KFA will prepare and submit an engineer's opinion of probable construction cost utilizing calculated quantities, City of Pflugerville, City of Austin, TxDOT Austin District Average unit prices in Microsoft Excel and pdf format at the schematic, 60%, 90%, 100% and Final submittals to the City.
3. **Construction Schedule** – KFA will prepare and submit a construction schedule utilizing the Critical Path Method (CPM) with appropriate software. The CPM schedule will identify the major items of work for construction of the project with durations based on available project rates for those items. The schedule will indicate tasks, subtasks, critical dates, milestones, will depict the interdependence of the various items, and will be in calendar days. Updated construction schedules will be submitted at the 60%, 90%, and Final submittals.

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4. **Contract Documents** – KFA will prepare a Project Manual including standard general provisions, instructions to bidders, bid forms, applicable prevailing wage rates, specifications, special provisions, and any other information required for complete construction of the Project. The CITY will provide the front-end documents for use by KFA.

5. **Permitting** - For purposes of this proposal, it is assumed that the final roadway and utility design will require the following permits:
 - a. TCEQ NPDES – A Contractor and Owner NOI will be prepared in conjunction with the SWPPP plans. The SWPPP will be provided to the Contractor awarded the project.

 - b. TDLR (TAS) Review – KFA will prepare and submit the required documentation for a review and approval of the pedestrian facilities in accordance with TDLR/TAS regulations.

 - c. TRAVIS COUNTY Development Permit Review – KFA will prepare and submit the required documentation for a review and approval of the roadway and drainage facilities in accordance with Travis County regulations.

6. **Utility Coordination** – The Rios Group (TRG) will perform limited UC services for this project to assist the GEC in facilitating the accommodation of existing utilities. TRG’s coordination scope will be limited to the following activities on the project:
 - a. Schedule and hold a Utility Kick off meeting with all utility owners (UOs), the City, GEC, and any other stakeholders with interest in the project. TRG, with the approval of the City, will provide the invite, agenda, exhibits, run the meeting, and submit meeting minutes with an attendance list. It is assumed that utility contact information will be provided by the City and/or the GEC.

 - b. Utility Conflict Matrix – TRG will provide a Utility Tracking Report (matrix) at the schematic, 60%, 90%, and 100% submittals. It is assumed the City and/or GEC will provide SUE data for the intersection of E. Pecan Street and Weiss Lane. The Utility Tracking Report will include the following information as applicable:
 - Owner of the facility, including the facility address and name and telephone number of the contact person at the facility;
 - Location of conflict, identified by station and offset;
 - Type of facility
 - Effect on construction;
 - Type of adjustment required;
 - Critical path item? Yes or no;
 - Consideration of shared duct bank.

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7. Bid & Award – KFA will assist the City of Pflugerville with contract administration during the bid phase of the project.
 - a. Bid Solicitation – KFA will coordinate with the City of Pflugerville to publish the Invitation for Bid and bidding documents on Civcast.
 - b. Pre-Bid Conference – KFA will attend the pre-bid conference, document any questions and responses provided at the meeting, and issue a follow-up addendum if necessary.
 - c. Addenda Preparation – KFA will interpret plans and specifications and draft addenda, as necessary, for issuance. One (1) addendum has been assumed for budgeting purposes.
 - d. Bid Opening and Review – KFA will attend the public bid opening, tabulate the bids, and perform a review of the bid tabulation and Contractor’s qualifications. KFA will issue a Recommendation for Award based on the lowest responsive bidder within five (5) business days.
 - e. Contract Award – Following award of the Contract by the City, KFA will assemble the necessary Contract Documents and coordinate with the Contractor and City for execution.
 - f. Conforming Documents – Addenda items will be incorporated into a set of “conformed” documents. We have included one (1) set of conformed documents to be issued for construction.

PHASE III – CONSTRUCTION PHASE SERVICES (TIME & MATERIALS TASKS)

1. Construction Phase Services – KFA will assist the City of Pflugerville with contract administration during the construction phase of the project. We understand the City of Pflugerville will provide required construction inspection services, and have assumed that the construction duration will be approximately sixteen (16) months. KFA’s services will include:
 - a. Pre-Construction Conference – KFA will attend a pre-construction conference with the City, Contractor, and other parties as appropriate, and prepare the meeting minutes.
 - b. Progress Meetings and Site Visits – KFA will attend monthly construction meetings with the City, Contractor, and other parties as appropriate, including preparing the meeting minutes. KFA will visit the site and conduct construction meetings approximately once a month and as needed when construction is in progress to verify that the work is generally in conformance with the plans and specifications. For budgeting purposes, we have assumed twenty-six (26) meetings/site visits.
 - c. Submittal Review – KFA will maintain a log of all Contractor submittals, track review progress, review and approve submittals, and distribute submittals to the appropriate parties. For budgeting purposes, we have assumed twenty (20) submittal reviews.
 - d. Requests for Information (RFIs) – KFA will provide answers to requests for information (RFI’s) from Contractor as related to possible conflicts and clarifications needed between plans and specifications. Ten (10) RFI’s have been assumed.

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- e. Preparation of Change Orders. KFA will provide answers, sheet revisions, and revisions to anticipated construction costs for Change Order requests from the City. Four (4) change orders (not due to errors & omissions) have been assumed.
- f. Contract Close-out. KFA will attend a final project walk-thru, document “punch list items”, and issue an Engineer’s Concurrence for Project Acceptance letter. KFA will also notify TCEQ and other jurisdictional agencies of project completion.
- g. Record Drawings. KFA will use the Contractor’s redline as-built drawings to document as-built conditions in the final record drawings. KFA will supply the City of Pflugerville with one set of reproducible record drawings and provide one set of record drawings in .pdf format.

ASSUMPTIONS MADE FOR THIS PROPOSAL

- 1. Utility relocation design and construction are not included with this proposal.
- 2. Permit review fees, including TDLR and Travis County permitting are not included in this proposal.
- 3. It is assumed that the project will add less than 10,000 square feet of additional impervious cover within the ETJ (outside Full Purpose Jurisdiction) and therefore water quality controls will not be required.
- 4. Illumination and traffic signal design are not included with this proposal.
- 5. It is assumed that the project will not require retaining walls.
- 6. This scope of work assumes local funding only. Any studies, field visits, or other activities requested by CLIENT or other parties that are not included in this proposal are excluded from this scope of work.
- 7. It is assumed the culvert crossing at the FEMA Zone A floodplain crossing will not be analyzed. The Project Limits are assumed to terminate north of this crossing location.
- 8. Construction Materials Testing and inspection is not included in this scope.
- 9. See Phase 1 Section 6 for specific limitations to Environmental Due Diligence

**City of Pflugerville - Cameron Road Realignment
Exhibit B - Budget Summary**

| TASK | SHEETS/ UNITS | KFA | SAM | RKCI | ASI | RIOS | Total Labor Cost |
|--|------------------|----------------------|---------------------|---------------------|---------------------|---------------------|--|
| PROJECT MANAGEMENT (TIME & MATERIALS) | | | | | | | PM SUBTOTAL = \$ 24,200.00 |
| 1. Overall Project Management (24 Months Anticipated) | 24 | \$ 8,160.00 | \$ 1,320.00 | \$ - | \$ - | \$ - | \$ 9,480.00 |
| 2. City of Pflugerville/GEC Meetings (7 Meetings Anticipated) | 7 | \$ 8,340.00 | \$ - | \$ - | \$ - | \$ - | \$ 8,340.00 |
| 3. Public Involvement (2 public in-person Open House Meetings) | 2 | \$ 6,380.00 | \$ - | \$ - | \$ - | \$ - | \$ 6,380.00 |
| PHASE I - ULTIMATE CONDITION ALTERNATIVES ANALYSIS (TIME & MATERIALS) | | | | | | | PHASE I SUBTOTAL = \$ 132,080.91 |
| 1. Design Survey & ROW Parcels | | | | | | | |
| a. Project Control | 1 | \$ 360.00 | \$ 5,401.00 | \$ - | \$ - | \$ - | \$ 5,761.00 |
| b. ROE Coordination | | | | | | | |
| c. Route Survey | 1 | \$ 250.00 | \$ 16,290.00 | \$ - | \$ - | \$ - | \$ 16,540.00 |
| d. Right of Way Survey (Up to 5 Parcels) | 5 | \$ 2,100.00 | \$ 24,630.00 | \$ - | \$ - | \$ - | \$ 26,730.00 |
| 2. Subsurface Utility Engineering | 1 | \$ 150.00 | \$ - | \$ - | \$ - | \$ 2,530.07 | \$ 2,680.07 |
| 3. Develop Ultimate Condition Alternative Options | | | | | | | |
| a. Develop Two (2) Alternative Options | 2 | \$ 7,995.00 | \$ - | \$ - | \$ - | \$ - | \$ 7,995.00 |
| b. Plan View Exhibit (1"=100') for Two (2) Alternatives | 2 | \$ 6,190.00 | \$ - | \$ - | \$ - | \$ - | \$ 6,190.00 |
| c. Opinion of Probable Construction Cost for Each Alternative (2 Alternatives) | 2 | \$ 2,320.00 | \$ - | \$ - | \$ - | \$ - | \$ 2,320.00 |
| 4. Schematic Level of Detail Construction Plans for Selected Ultimate Condition Option | | | | | | | |
| a. Design Summary Report | 1 | \$ 2,105.00 | \$ - | \$ - | \$ - | \$ - | \$ 2,105.00 |
| b. Schematic Roll Plot | 1 | \$ 8,450.00 | \$ - | \$ - | \$ - | \$ - | \$ 8,450.00 |
| c. Schematic Cross Sections Roll Plot | 4 | \$ 10,090.00 | \$ - | \$ - | \$ - | \$ - | \$ 10,090.00 |
| d. Drainage Technical Memorandum | 1 | \$ 12,990.00 | \$ - | \$ - | \$ - | \$ - | \$ 12,990.00 |
| e. Preliminary Construction Schedule | 1 | \$ 1,600.00 | \$ - | \$ - | \$ - | \$ - | \$ 1,600.00 |
| 5. Geotechnical Services | 1 | \$ 250.00 | \$ - | \$ 11,431.84 | \$ - | \$ - | \$ 11,681.84 |
| 6. Environmental Due Diligence | | \$ 250.00 | \$ - | \$ - | \$ - | \$ - | \$ 250.00 |
| a. Phase I Environmental Site Assessment | 1 | \$ 250.00 | \$ - | \$ 2,792.00 | \$ - | \$ - | \$ 3,042.00 |
| b. Archaeological Desktop Review | 1 | \$ 250.00 | \$ - | \$ 4,994.00 | \$ - | \$ - | \$ 5,244.00 |
| c. Waters of the US Delineation | 1 | \$ 250.00 | \$ - | \$ 4,892.00 | \$ - | \$ - | \$ 5,142.00 |
| d. Protected Species Habitat Evaluation | 1 | \$ 250.00 | \$ - | \$ 3,020.00 | \$ - | \$ - | \$ 3,270.00 |
| PHASE II - PS&E DESIGN FOR INTERIM CONDITION (TIME & MATERIALS) | | | | | | | PHASE II SUBTOTAL = \$ 163,738.96 |
| 1. Construction Plans | | | | | | | |
| a.i. TITLE SHEET | 1 | \$ 765.00 | \$ - | \$ - | \$ - | \$ - | \$ 765.00 |
| a.ii. INDEX OF SHEETS | 1 | \$ 880.00 | \$ - | \$ - | \$ - | \$ - | \$ 880.00 |
| a.iii. QUANTITY/SUMMARY SHEETS | 5 | \$ 6,320.00 | \$ - | \$ - | \$ - | \$ - | \$ 6,320.00 |
| a.iv. GENERAL NOTES | 4 | \$ 2,820.00 | \$ - | \$ - | \$ - | \$ - | \$ 2,820.00 |
| a.v. HORIZONTAL ALIGNMENT DATA | 1 | \$ 480.00 | \$ - | \$ - | \$ - | \$ - | \$ 480.00 |
| a.vi. SURVEY CONTROL | 1 | \$ 260.00 | \$ - | \$ - | \$ - | \$ - | \$ 260.00 |
| a.vii. UTILITY LAYOUT SHEETS | 3 | \$ 1,740.00 | \$ - | \$ - | \$ - | \$ - | \$ 1,740.00 |
| a.viii. TYPICAL SECTIONS | 4 | \$ 4,170.00 | \$ - | \$ - | \$ - | \$ - | \$ 4,170.00 |
| a.ix. PROJECT LAYOUT SHEET | 1 | \$ 2,110.00 | \$ - | \$ - | \$ - | \$ - | \$ 2,110.00 |
| a.x. ROADWAY REMOVAL SHEETS | 3 | \$ 1,860.00 | \$ - | \$ - | \$ - | \$ - | \$ 1,860.00 |
| b.i. ROADWAY PLAN & PROFILES | 3 | \$ 4,230.00 | \$ - | \$ - | \$ - | \$ - | \$ 4,230.00 |
| b.ii. INTERSECTION LAYOUT SHEETS | 3 | \$ 3,580.00 | \$ - | \$ - | \$ - | \$ - | \$ 3,580.00 |
| b.iii. DRIVEWAY PLAN AND PROFILE SHEETS | 2 | \$ 1,585.00 | \$ - | \$ - | \$ - | \$ - | \$ 1,585.00 |
| c.i. CROSS SECTIONS (50-FT INTERVAL) | 20 | \$ 14,580.00 | \$ - | \$ - | \$ - | \$ - | \$ 14,580.00 |
| c.ii. ROADWAY DETAILS | 6 | \$ 2,350.00 | \$ - | \$ - | \$ - | \$ - | \$ 2,350.00 |
| d.i. EXISTING & PROPOSED OFFSITE DRAINAGE AREA MAPS | 2 | \$ 2,550.00 | \$ - | \$ - | \$ - | \$ - | \$ 2,550.00 |
| d.ii. ONSITE DRAINAGE AREA MAPS | 5 | \$ 7,560.00 | \$ - | \$ - | \$ - | \$ - | \$ 7,560.00 |
| d.iii. DRAINAGE HYDRAULIC CALCULATIONS | 3 | \$ 4,060.00 | \$ - | \$ - | \$ - | \$ - | \$ 4,060.00 |
| d.iv. CULVERT LAYOUTS | 3 | \$ 5,660.00 | \$ - | \$ - | \$ - | \$ - | \$ 5,660.00 |
| d.v. CULVERT HYDRAULIC CALCULATIONS | 3 | \$ 4,750.00 | \$ - | \$ - | \$ - | \$ - | \$ 4,750.00 |
| d.vi. DETENTION POND GRADING PLANS | 2 | \$ 9,120.00 | \$ - | \$ - | \$ - | \$ - | \$ 9,120.00 |
| d.vii. STORM SEWER PLAN & PROFILE SHEETS | 7 | \$ 13,940.00 | \$ - | \$ - | \$ - | \$ - | \$ 13,940.00 |
| d.viii. STORM SEWER HYDRAULIC CALCULATIONS | 2 | \$ 3,270.00 | \$ - | \$ - | \$ - | \$ - | \$ 3,270.00 |
| d.ix. DRAINAGE DETAIL SHEETS | 3 | \$ 3,370.00 | \$ - | \$ - | \$ - | \$ - | \$ 3,370.00 |
| d.x. DRAINAGE STANDARD SHEETS | 12 | \$ 1,760.00 | \$ - | \$ - | \$ - | \$ - | \$ 1,760.00 |
| e.i. TRAFFIC CONTROL PLAN NARRATIVE | 1 | \$ 1,720.00 | \$ - | \$ - | \$ - | \$ - | \$ 1,720.00 |
| e.ii. TRAFFIC CONTROL PLAN LAYOUT SHEETS | 1 | \$ 2,055.00 | \$ - | \$ - | \$ - | \$ - | \$ 2,055.00 |
| e.vi. TRAFFIC CONTROL PLAN STANDARDS | 15 | \$ 1,740.00 | \$ - | \$ - | \$ - | \$ - | \$ 1,740.00 |
| f.i. SIGNING AND PAVEMENT MARKING LAYOUTS | 4 | \$ - | \$ - | \$ - | \$ 8,640.00 | \$ - | \$ 8,640.00 |
| f.ii. SIGNING AND PAVEMENT MARKING STANDARD SHEETS | 6 | \$ - | \$ - | \$ - | \$ 1,710.00 | \$ - | \$ 1,710.00 |
| g.i. STORMWATER POLLUTION PREVENTION PLAN | 1 | \$ - | \$ - | \$ - | \$ 2,580.00 | \$ - | \$ 2,580.00 |
| g.ii. EROSION CONTROL PLAN SHEETS | 4 | \$ - | \$ - | \$ - | \$ 8,640.00 | \$ - | \$ 8,640.00 |
| g.iii. EROSION CONTROL STANDARD SHEETS | 3 | \$ - | \$ - | \$ - | \$ 950.00 | \$ - | \$ 950.00 |
| 2. Opinion of Probable Construction Cost | 1 | \$ 5,050.00 | \$ - | \$ - | \$ - | \$ - | \$ 5,050.00 |
| 3. Construction Schedule | 1 | \$ 2,720.00 | \$ - | \$ - | \$ - | \$ - | \$ 2,720.00 |
| 4. Contract Documents | 1 | \$ 5,280.00 | \$ - | \$ - | \$ - | \$ - | \$ 5,280.00 |
| 5. Permitting | | | | | | | |
| a. TCEQ NPDES | 1 | \$ 1,920.00 | \$ - | \$ - | \$ - | \$ - | \$ 1,920.00 |
| b. TDLR Review Submittal | 1 | \$ 810.00 | \$ - | \$ - | \$ - | \$ - | \$ 810.00 |
| c. Travis County | 1 | \$ 4,240.00 | \$ - | \$ - | \$ - | \$ - | \$ 4,240.00 |
| 6. Utility Coordination | 1 | \$ - | \$ - | \$ - | \$ - | \$ 3,428.96 | \$ 3,428.96 |
| 7. Bid and Award Phase Services | | | | | | | |
| a. Bid Solicitation | 1 | \$ 755.00 | \$ - | \$ - | \$ - | \$ - | \$ 755.00 |
| b. Pre-Bid Conference (1 meeting) | 1 | \$ 1,400.00 | \$ - | \$ - | \$ - | \$ - | \$ 1,400.00 |
| c. Addenda Preparation (1 addenda) | 1 | \$ 2,690.00 | \$ - | \$ - | \$ - | \$ - | \$ 2,690.00 |
| d. Bid Opening and Review (1 meeting) | 1 | \$ 1,310.00 | \$ - | \$ - | \$ - | \$ - | \$ 1,310.00 |
| e. Contract Award | 1 | \$ 1,310.00 | \$ - | \$ - | \$ - | \$ - | \$ 1,310.00 |
| f. Conforming Documents | 1 | \$ 1,020.00 | \$ - | \$ - | \$ - | \$ - | \$ 1,020.00 |
| PHASE III - CONSTRUCTION PHASE SERVICES (TIME & MATERIALS) | | | | | | | PHASE III SUBTOTAL = \$ 36,850.00 |
| 1. Construction Phase Services | | | | | | | |
| a. Pre-Construction Conference (1 meeting) | 1 | \$ 1,400.00 | \$ - | \$ - | \$ - | \$ - | \$ 1,400.00 |
| b. Progress Meetings and Site Visits (26 meetings/visits total) | 18 | \$ 14,060.00 | \$ - | \$ - | \$ - | \$ - | \$ 14,060.00 |
| c. Submittal Reviews (20 reviews) | 20 | \$ 4,760.00 | \$ - | \$ - | \$ - | \$ - | \$ 4,760.00 |
| d. RFI Response (10 RFI responses) | 10 | \$ 4,200.00 | \$ - | \$ - | \$ - | \$ - | \$ 4,200.00 |
| e. Preparation of Change Orders (4 change orders) | 4 | \$ 5,860.00 | \$ - | \$ - | \$ - | \$ - | \$ 5,860.00 |
| f. Contract Closeout | 1 | \$ 3,010.00 | \$ - | \$ - | \$ - | \$ - | \$ 3,010.00 |
| g. Record Drawings | 1 | \$ 3,560.00 | \$ - | \$ - | \$ - | \$ - | \$ 3,560.00 |
| TIME & MATERIALS LABOR COST | | \$ 253,620.00 | \$ 47,641.00 | \$ 27,129.84 | \$ 22,520.00 | \$ 5,959.03 | \$ 356,869.87 |
| TIME & MATERIALS EXPENSES | | \$ 1,110.00 | \$ 8,977.50 | \$ 9,189.26 | \$ - | \$ 2,820.00 | \$ 22,096.76 |
| ADDITIONAL SERVICES | | \$ - | \$ - | \$ - | \$ - | \$ 10,735.86 | \$ 10,735.86 |
| TOTAL PROJECT COST | | \$ 254,730.00 | \$ 56,618.50 | \$ 36,319.10 | \$ 22,520.00 | \$ 19,514.89 | \$ 389,702.49 |

**City of Pflugerville - Cameron Road Realignment
Exhibit B - Budget Summary**

| TASK | Hourly Rate: | SHEETS/ UNITS | PRINCIPAL \$ 250.00 | PROJECT MANAGER \$200.00 | SENIOR ENGINEER \$185.00 | ENGINEER \$150.00 | EIT \$110.00 | SR. ENGR. TECH. \$110.00 | ADMIN \$90.00 | Sub Total Hours | Hr/Unit | KFA Labor Cost |
|--|--------------|------------------|------------------------|--------------------------------|--------------------------------|----------------------|------------------|--------------------------------|------------------|-----------------------------|-----------------------------|----------------------|
| | | | | | | | | | | | | |
| K Friese & Associates, Inc. | | | | | | | | | | | | |
| PROJECT MANAGEMENT (TIME & MATERIALS) | | | | | | | | | | | | |
| | | | | | | | | | | | PM SUBTOTAL = | \$ 22,880.00 |
| 1. Overall Project Management (24 Months Anticipated) | | 24 | | 24 | | 8 | | | 24 | 56 | 2.3 | \$ 8,160.00 |
| 2. City of Pflugerville/GEC Meetings (7 Meetings Anticipated) | | 7 | | 14 | | 14 | 28 | | 4 | 60 | 8.6 | \$ 8,340.00 |
| 3. Public Involvement (2 public in-person Open House Meetings) | | 2 | 2 | 8 | | 12 | 16 | | 8 | 46 | 23 | \$ 6,380.00 |
| PHASE I - ULTIMATE CONDITION ALTERNATIVES ANALYSIS (TIME & MATERIALS) | | | | | | | | | | | | |
| | | | | | | | | | | | PHASE I SUBTOTAL = | \$ 56,100.00 |
| 1. Design Survey & ROW Parcels | | | | | | | | | | | | \$ - |
| a. Project Control | | 1 | | 0.5 | | 1 | 1 | | | 2.5 | | \$ 360.00 |
| b. ROE Coordination | | | | | | | | | | | | \$ - |
| c. Route Survey | | 1 | | 0.5 | | 1 | | | | 1.5 | | \$ 250.00 |
| d. Right of Way Survey (Up to 5 Parcels) | | 5 | | 2 | | 4 | 10 | | | 16.0 | 3.2 | \$ 2,100.00 |
| 2. Subsurface Utility Engineering | | 1 | | | | 1 | | | | 1 | | \$ 150.00 |
| 3. Develop Ultimate Condition Alternative Options | | | | | | | | | | | | \$ - |
| a. Develop Two (2) Alternative Options | | 2 | 1 | 4 | 9 | 12 | 24 | 6 | 2 | 58 | | \$ 7,995.00 |
| b. Plan View Exhibit (1"=100') for Two (2) Alternatives | | 2 | | 4 | 6 | 8 | 20 | 8 | | 46 | 23 | \$ 6,190.00 |
| c. Opinion of Probable Construction Cost for Each Alternative (2 Alternatives) | | 2 | | 2 | | 4 | 12 | | | 18 | 9 | \$ 2,320.00 |
| 4. Schematic Level of Detail Construction Plans for Selected Ultimate Condition Option | | | | | | | | | | | | \$ - |
| a. Design Summary Report | | 1 | 0.5 | 1 | | 6 | 8 | | | 15.5 | 15.5 | \$ 2,105.00 |
| b. Schematic Roll Plot | | 1 | 1 | 4 | 8 | 16 | 20 | 12 | | 61 | 61 | \$ 8,450.00 |
| c. Schematic Cross Sections Roll Plot | | 4 | 1 | 4 | 8 | 24 | 32 | 4 | | 73 | 18.25 | \$ 10,090.00 |
| d. Drainage Technical Memorandum | | 1 | | 2 | 14 | 30 | 50 | | | 96 | 96 | \$ 12,990.00 |
| e. Preliminary Construction Schedule | | 1 | | 1 | 4 | | 6 | | | 11 | 11.0 | \$ 1,600.00 |
| 5. Geotechnical Services | | 1 | | 0.5 | | 1 | | | | 1.5 | 1.5 | \$ 250.00 |
| 6. Environmental Due Diligence | | 1 | | 0.5 | | 1 | | | | 1.5 | 1.5 | \$ 250.00 |
| a. Phase 1 Environmental Site Assessment | | 1 | | 0.5 | | 1 | | | | 1.5 | 1.5 | \$ 250.00 |
| b. Archaeological Desktop Review | | 1 | | 0.5 | | 1 | | | | 1.5 | 1.5 | \$ 250.00 |
| c. Waters of the US Delineation | | 1 | | 0.5 | | 1 | | | | 1.5 | 1.5 | \$ 250.00 |
| d. Protected Species Habitat Evaluation | | 1 | | 0.5 | | 1 | | | | 1.5 | 1.5 | \$ 250.00 |
| PHASE II - PS&E DESIGN FOR INTERIM CONDITION (TIME & MATERIALS) | | | | | | | | | | | | |
| | | | | | | | | | | | PHASE II SUBTOTAL = | \$ 137,790.00 |
| 1. Construction Plans | | | | | | | | | | | | \$ - |
| a.i. TITLE SHEET | | 1 | | 1 | 1 | 1 | 2 | 1 | | 6 | 5.5 | \$ 765.00 |
| a.ii. INDEX OF SHEETS | | 1 | | | | | 6 | 2 | | 8 | 8.0 | \$ 880.00 |
| a.iii. QUANTITY/SUMMARY SHEETS | | 6 | | 2 | 8 | 12 | 20 | 4 | | 46 | 7.7 | \$ 6,320.00 |
| a.iv. GENERAL NOTES | | 4 | 2 | 2 | | 4 | 8 | 4 | | 20 | 5.0 | \$ 2,820.00 |
| a.v. HORIZONTAL ALIGNMENT DATA | | 1 | | | | 1 | 2 | 1 | | 4 | 4.0 | \$ 480.00 |
| a.vi. SURVEY CONTROL | | 1 | | | | 1 | 1 | | | 2 | 2.0 | \$ 260.00 |
| a.vii. UTILITY LAYOUT SHEETS | | 3 | | 2 | 4 | 4 | | | | 10 | 3.3 | \$ 1,740.00 |
| a.viii. TYPICAL SECTIONS | | 4 | | 2 | 2 | 8 | 16 | 4 | | 32 | 8.0 | \$ 4,170.00 |
| a.ix. PROJECT LAYOUT SHEET | | 1 | 1 | 1 | 2 | 2 | 8 | 1 | | 15 | 15.0 | \$ 2,110.00 |
| a.x. ROADWAY REMOVAL SHEETS | | 3 | | 1 | 2 | 2 | 6 | 3 | | 14 | 4.7 | \$ 1,860.00 |
| b.i. ROADWAY PLAN & PROFILES | | 3 | | 1 | 2 | 9 | 18 | 3 | | 33 | 11.0 | \$ 4,230.00 |
| b.ii. INTERSECTION LAYOUT SHEETS | | 3 | | 2 | 2 | 6 | 18 | 3 | | 29 | 9.7 | \$ 3,580.00 |
| b.iii. DRIVEWAY PLAN AND PROFILE SHEETS | | 2 | | 1 | 2 | 2 | 8 | 2 | | 13 | 6.5 | \$ 1,585.00 |
| c.i. CROSS SECTIONS (50-FT INTERVAL) | | 20 | | 4 | 4 | 40 | 60 | 4 | | 112 | 5.6 | \$ 14,580.00 |
| c.ii. ROADWAY DETAILS | | 6 | 1 | 2 | | 4 | 8 | 2 | | 17 | 2.8 | \$ 2,350.00 |
| d.i. EXISTING & PROPOSED OFFSITE DRAINAGE AREA MAPS | | 2 | | | | 6 | 15 | | | 21 | 10.5 | \$ 2,550.00 |
| d.ii. ONSITE DRAINAGE AREA MAPS | | 5 | | 2 | 4 | 12 | 24 | 18 | | 60 | 12.0 | \$ 7,600.00 |
| d.iii. DRAINAGE HYDRAULIC CALCULATIONS | | 3 | | | 4 | 6 | 18 | 4 | | 32 | 10.7 | \$ 4,060.00 |
| d.iv. CULVERT LAYOUTS | | 3 | | 1 | 4 | 8 | 16 | 16 | | 45 | 15.0 | \$ 5,660.00 |
| d.v. CULVERT HYDRAULIC CALCULATIONS | | 3 | | 1 | 4 | 10 | 15 | 6 | | 36 | 12.0 | \$ 4,750.00 |
| d.vi. DETENTION POND GRADING PLANS | | 2 | | 2 | 8 | 16 | 32 | 12 | | 70 | 35.0 | \$ 9,120.00 |
| d.vii. STORM SEWER PLAN & PROFILE SHEETS | | 7 | | 2 | 8 | 32 | 48 | 18 | | 108 | 15.4 | \$ 13,940.00 |
| d.viii. STORM SEWER HYDRAULIC CALCULATIONS | | 2 | | 1 | 4 | 6 | 12 | 1 | | 24 | 12.0 | \$ 3,270.00 |
| d.ix. DRAINAGE DETAIL SHEETS | | 3 | | 1 | 2 | 4 | 12 | 8 | | 27 | 9.0 | \$ 3,370.00 |
| d.x. DRAINAGE STANDARD SHEETS | | 12 | | | | | 4 | 12 | | 16 | 1.3 | \$ 1,760.00 |
| e.i. TRAFFIC CONTROL PLAN NARRATIVE | | 1 | | 1 | 2 | 4 | 4 | 1 | | 12 | 12.0 | \$ 1,720.00 |
| e.ii. TRAFFIC CONTROL PLAN LAYOUT SHEETS | | 1 | 1 | 2 | 1 | 3 | 6 | 1 | | 14 | 14.0 | \$ 2,055.00 |
| e.vi. TRAFFIC CONTROL PLAN STANDARDS | | 15 | | | 2 | 4 | 6 | 1 | | 13 | 0.9 | \$ 1,740.00 |
| f.i. SIGNING AND PAVEMENT MARKING LAYOUTS | | 4 | | | | | | | | | | \$ - |
| f.ii. SIGNING AND PAVEMENT MARKING STANDARD SHEETS | | 6 | | | | | | | | | | \$ - |
| g.i. STORMWATER POLLUTION PREVENTION PLAN | | 1 | | | | | | | | | | \$ - |
| g.ii. EROSION CONTROL PLAN SHEETS | | 4 | | | | | | | | | | \$ - |
| g.iii. EROSION CONTROL STANDARD SHEETS | | 3 | | | | | | | | | | \$ - |
| 2. Opinion of Probable Construction Cost | | 4 | 1 | 4 | 8 | 8 | 12 | | | 33 | 8.3 | \$ 5,050.00 |
| 3. Construction Schedule | | 1 | | 1 | 4 | 6 | 8 | | | 19 | 19.0 | \$ 2,720.00 |
| 4. Contract Documents | | 4 | 2 | 4 | | 10 | 16 | | 8 | 40 | 10.0 | \$ 5,280.00 |
| 5. Permitting | | | | | | | | | | | | \$ - |
| a. TCEQ NPDES | | 1 | | 2 | 4 | 4 | | | 2 | 12 | 12.0 | \$ 1,920.00 |
| b. TDLR Review Submittal | | 1 | | | 2 | | 4 | | | 6 | 6.0 | \$ 810.00 |
| c. Travis County | | 1 | | 4 | 4 | 8 | 8 | 4 | 2 | 30 | 30.0 | \$ 4,240.00 |
| 6. Utility Coordination | | 1 | | | | | | | | | | \$ - |
| 7. Bid and Award Phase Services | | | | | | | | | | | | \$ - |
| a. Bid Solicitation | | 1 | | 1 | 1 | 1 | 2 | | | 5 | 5.0 | \$ 755.00 |
| b. Pre-Bid Conference (1 meeting) | | 1 | | 4 | | 4 | | | | 8 | 8.0 | \$ 1,400.00 |
| c. Addenda Preparation (1 addenda) | | 1 | | 2 | 2 | 4 | 12 | | | 20 | 20.0 | \$ 2,690.00 |
| d. Bid Opening and Review (1 meeting) | | 1 | | 1 | 2 | 2 | 4 | | | 9 | 9.0 | \$ 1,310.00 |
| e. Contract Award | | 1 | | 1 | 2 | 2 | 4 | | | 9 | 9.0 | \$ 1,310.00 |
| f. Conforming Documents | | 1 | | 1 | | 2 | 4 | | 2 | 9 | 8.5 | \$ 1,020.00 |
| PHASE III - CONSTRUCTION PHASE SERVICES (TIME & MATERIALS) | | | | | | | | | | | | |
| | | | | | | | | | | | PHASE III SUBTOTAL = | \$ 36,850.00 |
| 1. Construction Phase Services | | | | | | | | | | | | \$ - |
| a. Pre-Construction Conference (1 meeting) | | 1 | | 4 | | 4 | | | | 8 | 8.0 | \$ 1,400.00 |
| b. Progress Meetings and Site Visits (26 meetings/visits total) | | 18 | | 8 | 8 | 36 | 36 | | 18 | 106 | 5.9 | \$ 14,060.00 |
| c. Submittal Reviews (20 reviews) | | 20 | | 2 | 8 | 8 | 12 | | 4 | 34 | 1.7 | \$ 4,760.00 |
| d. RFI Response (10 RFI responses) | | 10 | | 4 | | 8 | 16 | 4 | | 32 | 3.2 | \$ 4,200.00 |
| e. Preparation of Change Orders (4 change orders) | | 4 | | 4 | 8 | 8 | 16 | 4 | 2 | 42 | 10.5 | \$ 5,860.00 |
| f. Contract Closeout | | 1 | 1 | 4 | | 6 | 8 | | 2 | 21 | 21.0 | \$ 3,010.00 |
| g. Record Drawings | | 1 | | 2 | | 2 | 6 | 20 | | 30 | 30.0 | \$ 3,560.00 |
| TOTALS HOURS: | | 271 | | | | | | | | Row Total = 1,882 | | |
| LABOR COST: | | | \$ 3,625 | \$ 31,400 | \$ 32,005 | \$ 71,550 | \$ 86,680 | \$ 21,340 | \$ 7,020 | Column Total = 1,882 | | |
| | | | 0.8% | 8.3% | 9.2% | 25.4% | 41.9% | 10.3% | 4.1% | | | \$ 253,620.00 |
| | | | | | | | | | | | | \$ 253,620.00 |

| TIME AND MATERIALS EXPENSES: | | Travel: | | | | | | |
|------------------------------|----------------------------|-------------|--|--|--|------------------|----------|--------------------|
| | Mileage | 1000 miles | | | | \$0.55 per mile | \$550.00 | |
| | Copies: | 1000 copies | | | | \$0.20 per copy | \$200.00 | |
| | Reproduction Media (mylar) | 12 sheets | | | | \$1.50 per sheet | \$360.00 | |
| | Misc Expenses: | | | | | | | |
| | Express delivery | 12 each | | | | \$30.00 per each | \$360.00 | |
| TOTAL EXPENSES: | | | | | | | | \$ 1,110.00 |
| TOTAL PROJECT COST: | | | | | | | | \$ 254,730 |

**City of Pflugerville - Cameron Road Realignment
Exhibit B - Budget Summary**

| TASK | Hourly Rate: | SHEETS/ UNITS | SENIOR | PROJECT | SENIOR | SURVEY | 2 PERSON | FIELD | Sub Total | Hr/Unit | SAM Labor Cost |
|--|--------------|------------------|--------------------|-----------|----------------|------------|----------------|-------------|-----------|--------------------|-------------------|
| | | | PROJECT MANAGER | MANAGER | SURVEY TECH | TECH | SURVEY CREW | COORDINATOR | | | |
| SAM | | | \$ 180.00 | \$160.00 | \$110.00 | \$98.00 | \$155.00 | \$105.00 | Hours | | |
| PROJECT MANAGEMENT (TIME & MATERIALS) | | | | | | | | | | | |
| 1. Overall Project Management (24 Months Anticipated) | | | | | | | | | | | |
| | | | 2 | 6 | | | | | 8 | | \$ 1,320.00 |
| PHASE I - ULTIMATE CONDITION ALTERNATIVES ANALYSIS (TIME & MATERIALS) | | | | | | | | | | | |
| 1. Design Survey & ROW Parcels | | | | | | | | | | | |
| a. Project Control | | | | | | | | | | | |
| | | | | 2 | 12 | 12 | 16 | 1 | 43 | | \$ 5,401.00 |
| c. Route Survey | | | | | | | | | | | |
| | | | 2 | 8 | 20 | 30 | 60 | 2 | 122 | | \$ 16,290.00 |
| d. Right of Way Survey (Up to 5 Parcels) | | | | | | | | | | | |
| | | | 4 | 12 | 60 | 60 | 60 | 2 | 198 | | \$ 24,630.00 |
| PHASE II - PS&E DESIGN FOR INTERIM CONDITION (TIME & MATERIALS) | | | | | | | | | | | |
| PHASE III - CONSTRUCTION PHASE SERVICES (TIME & MATERIALS) | | | | | | | | | | | |
| TOTALS | | 228 | | | | | | | | | |
| HOURS: | | | 8 | 28 | 92 | 102 | 136 | 5 | | Row Total = 371 | |
| LABOR COST: | | | \$ 1,440 | \$ 4,480 | \$ 10,120 | \$ 9,996 | \$ 21,080 | \$ 525 | | Column Total = 371 | \$ 47,641.00 |
| | | | 2.2% | 7.5% | 24.8% | 27.5% | 36.7% | 1.3% | | | \$ 47,641.00 |

| TIME AND MATERIALS EXPENSES: | | | | | | | | | | | |
|-------------------------------------|--|--|-------------------|--|--|------|--------|------------|-----------|------------|--------------|
| Travel: | | | Mileage | | | 1250 | miles | \$0.55 | per mile | \$687.50 | |
| Misc. Expenses | | | GPS | | | 130 | hours | \$25.00 | per hour | \$3,250.00 | |
| | | | SX-10 | | | | hours | \$35.00 | per hour | | |
| | | | Deed Copies | | | 40 | sheets | \$1.00 | per sheet | \$40.00 | |
| | | | Title Commitments | | | 5 | each | \$1,000.00 | each | \$5,000.00 | |
| TOTAL EXPENSES: | | | | | | | | | | | |
| | | | | | | | | | | | \$ 8,978 |
| TOTAL PROJECT COST: | | | | | | | | | | | |
| | | | | | | | | | | | \$ 56,618.50 |

**City of Pflugerville - Cameron Road Realignment
Exhibit B - Budget Summary**

| TASK | Hourly Rate: | SHEETS/ UNITS | PRINCIPAL \$ 260.00 | PROJECT MANAGER \$220.00 | SENIOR ENGINEER \$190.00 | ENGINEER \$150.00 | EIT \$115.00 | SR. ENG. TECH. \$140.00 | Sub Total Hours | Hr/Unit | ASI Labor Cost |
|--|--------------|------------------|------------------------|--------------------------------|--------------------------------|----------------------|-----------------|-------------------------------|--------------------|---------|-------------------|
| ASI | | | | | | | | | | | |
| PROJECT MANAGEMENT (TIME & MATERIALS) | | | | | | | | | | | |
| PHASE I - ULTIMATE CONDITION ALTERNATIVES ANALYSIS (TIME & MATERIALS) | | | | | | | | | | | |
| PHASE II - PS&E DESIGN FOR INTERIM CONDITION (TIME & MATERIALS) | | | | | | | | | | | |
| f.i. SIGNING AND PAVEMENT MARKING LAYOUTS | | 4 | | 2 | 8 | 20 | 32 | | 62 | 15.5 | \$ 8,640.00 |
| f.ii. SIGNING AND PAVEMENT MARKING STANDARD SHEETS | | 6 | | | 1 | 4 | 8 | | 13 | 2.2 | \$ 1,710.00 |
| g.i. STORMWATER POLLUTION PREVENTION PLAN | | 1 | | | 4 | 6 | 8 | | 18 | 18.0 | \$ 2,580.00 |
| g.ii. EROSION CONTROL PLAN SHEETS | | 4 | | 2 | 8 | 20 | 32 | | 62 | 15.5 | \$ 8,640.00 |
| g.iii. EROSION CONTROL STANDARD SHEETS | | 3 | | | 1 | 2 | 4 | | 7 | 2.3 | \$ 950.00 |
| PHASE III - CONSTRUCTION PHASE SERVICES (TIME & MATERIALS) | | | | | | | | | | | |
| TOTALS HOURS: | | 263 | | 4 | 22 | 52 | 84 | | Row Total = 162.0 | | |
| LABOR COST: | | | \$ - | \$ 880 | \$ 4,180 | \$ 7,800 | \$ 9,660 | \$ - | | | \$ 22,520.00 |
| | | | | 2.5% | 13.6% | 32.1% | 51.9% | | | | \$ 22,520.00 |

| TIME AND MATERIALS EXPENSES: | | | | | | | | | | | |
|-------------------------------------|--|--|--|--|--|--|--|--|--------|---------|--------------|
| Travel: | | | | | | | | | | | |
| Mileage | | | | | | | | | miles | \$0.55 | per mile |
| Copies: | | | | | | | | | | | |
| Reproduction | | | | | | | | | copies | \$0.20 | per copy |
| Media (mylar) | | | | | | | | | sheets | \$1.50 | per sheet |
| Misc Expenses: | | | | | | | | | | | |
| Express delivery | | | | | | | | | each | \$20.00 | per each |
| TOTAL EXPENSES: | | | | | | | | | | | \$ - |
| TOTAL PROJECT COST: | | | | | | | | | | | \$ 22,520.00 |

**City of Pflugerville - Cameron Road Realignment
Exhibit B - Budget Summary**

| TASK | SHEETS/ UNITS | PRINCIPAL \$ 220.00 | PROJECT MANAGER \$195.00 | SENIOR ENGINEER \$185.00 | ENGINEER \$165.00 | EIT \$135.00 | SR. ENGR. TECH. \$103.71 | ADMIN \$71.72 | Sub Total Hours | Hr/Unit | RKCI-Geo Labor Cost |
|--|------------------|------------------------|--------------------------------|--------------------------------|----------------------|-----------------|--------------------------------|------------------|---------------------|---------|------------------------|
| | | | | | | | | | | | |
| RKCI - Geotechnical | | | | | | | | | | | |
| PROJECT MANAGEMENT (TIME & MATERIALS) | | | | | | | | | | | |
| PHASE I - ULTIMATE CONDITION ALTERNATIVES ANALYSIS (TIME & MATERIALS) | | | | | | | | | | | |
| 5. Geotechnical Services | 1 | 2.5 | 4.5 | | 11.5 | 35.5 | 28.5 | 5.0 | 87.5 | | \$ 11,431.84 |
| PHASE II - PS&E DESIGN FOR INTERIM CONDITION (TIME & MATERIALS) | | | | | | | | | | | |
| PHASE III - CONSTRUCTION PHASE SERVICES (TIME & MATERIALS) | | | | | | | | | | | |
| TOTALS | 228 | | | | 12 | 36 | 29 | 5 | Row Total = 87.5 | | |
| HOURS: | | 3 | 5 | | 12 | 36 | 29 | 5 | Column Total = 87.5 | | |
| LABOR COST: | | \$ 550 | \$ 878 | \$ - | \$ 1,898 | \$ 4,793 | \$ 2,956 | \$ 359 | | | \$ 11,431.84 |
| | | 2.9% | 5.1% | | 13.1% | 40.6% | 32.6% | 5.7% | | | \$ 11,431.84 |

| TIME AND MATERIALS EXPENSES: | | | | | | | | | | | |
|--|---|--|--|--|-----|-------|--|--|--|-----------------|---------------------|
| 5 x 15 ft borings and 1 x 25 ft boring | FIELD OPERATIONS | | | | | | | | | | |
| | Mobilization of Drill Rig | | | | 1 | units | | | | \$495.00 each | \$495.00 |
| | 3" Thin-Wall Continuous Sampling | | | | 100 | ft | | | | \$19.50 ft | \$1,950.00 |
| | Field SPT | | | | 15 | units | | | | \$20.00 each | \$300.00 |
| | Bentonite Backfill | | | | 20 | bags | | | | \$13.86 bag | \$277.20 |
| | Driller Cleanup | | | | 1 | hrs | | | | \$233.54 hr | \$233.54 |
| | LABORATORY TESTING | | | | | | | | | | |
| | Atterberg Limits | | | | 12 | units | | | | \$105.00 each | \$1,260.00 |
| | Moisture Content | | | | 34 | units | | | | \$15.00 each | \$510.00 |
| | Sieve Analysis (passing No. 4, 40, 200) | | | | 6 | units | | | | \$98.04 each | \$588.24 |
| | pH | | | | 3 | units | | | | \$41.22 each | \$123.66 |
| | Sulfate Testing | | | | 6 | units | | | | \$100.27 each | \$601.62 |
| | Swell Test (ASTM D 4546 Method B) | | | | 3 | units | | | | \$200.00 each | \$600.00 |
| | Moisture-Density Test Only | | | | 1 | units | | | | \$295.00 each | \$295.00 |
| | Triaxial Compression of Disturbed Soils (Tex-117-E) | | | | 1 | units | | | | \$1,200.00 each | \$1,200.00 |
| | Lime Series (Tex-121-E Part III) | | | | 1 | units | | | | \$410.00 each | \$410.00 |
| TOTAL EXPENSES: | | | | | | | | | | | \$ 8,844.26 |
| TOTAL PROJECT COST: | | | | | | | | | | | \$ 20,276.10 |

**City of Pflugerville - Cameron Road Realignment
Exhibit B - Budget Summary**

| TASK | Hourly Rate: | SHEETS/ UNITS | PRINCIPAL | SENIOR PROJECT MANAGER | PROJECT MANAGER/ PLANNER | ENV PLANNER | HAZMAT PM | HAZMAT ENV SCIENTIST | PROJECT ARCH | ARCH | ADMIN | Sub Total Hours | Hr/Unit | RKCI-Env Labor Cost |
|--|--------------|------------------|-----------|------------------------------|--------------------------------|----------------|--------------|----------------------------|-----------------|----------|---------|--------------------|---------|------------------------|
| | | | \$ 188.00 | \$139.00 | \$108.00 | \$95.00 | \$125.00 | \$95.00 | \$140.00 | \$85.00 | \$83.00 | | | |
| RKCI - Environmental | | | | | | | | | | | | | | |
| PROJECT MANAGEMENT (TIME & MATERIALS) | | | | | | | | | | | | | | |
| PHASE I - ULTIMATE CONDITION ALTERNATIVES ANALYSIS (TIME & MATERIALS) | | | | | | | | | | | | | | |
| 6. Environmental Due Diligence | | | | | | | | | | | | | | \$ - |
| a. Phase I Environmental Site Assessment | | | | | | | 6 | 18 | | | 4 | 28 | | \$ 2,792.00 |
| b. Archaeological Desktop Review | | 1 | 1 | | | | | | 4 | 48 | 2 | 55 | | \$ 4,994.00 |
| c. Waters of the US Delineation | | 1 | 1 | 2 | 8 | 34 | | | | | 4 | 49.0 | | \$ 4,892.00 |
| d. Protected Species Habitat Evaluation | | 1 | 1 | 2 | 1 | 24 | | | | | 2 | 30.0 | | \$ 3,020.00 |
| PHASE II - PS&E DESIGN FOR INTERIM CONDITION (TIME & MATERIALS) | | | | | | | | | | | | | | |
| PHASE III - CONSTRUCTION PHASE SERVICES (TIME & MATERIALS) | | | | | | | | | | | | | | |
| TOTALS | | 228 | | | | | | | | | | | | |
| HOURS: | | | 3 | 4 | 9 | 58 | 6 | 18 | 4 | 48 | 12 | | | |
| LABOR COST: | | | \$ 564 | \$ 556 | \$ 972 | \$ 5,510 | \$ 750 | \$ 1,710 | \$ 560 | \$ 4,080 | \$ 996 | | | \$ 15,698.00 |
| | | | 1.9% | 2.5% | 5.6% | 35.8% | 3.7% | 11.1% | 2.5% | 29.6% | 7.4% | | | \$ 15,698.00 |

| TIME AND MATERIALS EXPENSES: | | | | | | | | | | | | | | |
|--|--|--|--|--|--|--|--|--|--|--|--|--|--|-------------------|
| Travel: | | | | | | | | | | | | | | |
| Mileage | | | | | | | | | | | | | | \$0.55 per mile |
| Copies: | | | | | | | | | | | | | | |
| Reproduction | | | | | | | | | | | | | | \$0.20 per copy |
| Media (mylar) | | | | | | | | | | | | | | \$1.50 per sheet |
| Misc Expenses: | | | | | | | | | | | | | | |
| Regulatory Database, Aerials, and Topographic Maps | | | | | | | | | | | | | | \$345.00 per each |
| Express delivery | | | | | | | | | | | | | | \$30.00 per each |
| TOTAL EXPENSES: | | | | | | | | | | | | | | \$ 345 |
| TOTAL PROJECT COST: | | | | | | | | | | | | | | \$ 16,043.00 |

**City of Pflugerville - Cameron Road Realignment
Exhibit B - Budget Summary**

| TASK | Hourly Rate: | SHEETS/ UNITS | Supervisory Engineer \$ 166.06 | PROJECT MANAGER \$151.93 | ASSISTANT PROJECT MANAGER \$105.89 | CADD TECH \$79.76 | FIELD MANAGER \$109.85 | SR. UTILITY COORD. \$160.00 | UTILITY COORD. \$120.00 | ADMIN \$70.80 | Sub Total Hours | Hr/Unit | ASI Labor Cost |
|--|--------------|------------------|--------------------------------------|--------------------------------|---|----------------------|------------------------------|-----------------------------------|-------------------------------|------------------|--------------------|---------|-------------------|
| RIOS GROUP | | | | | | | | | | | | | |
| PROJECT MANAGEMENT (TIME & MATERIALS) | | | | | | | | | | | | | |
| PHASE I - ULTIMATE CONDITION ALTERNATIVES ANALYSIS (TIME & MATERIALS) | | | | | | | | | | | | | |
| 2. Subsurface Utility Engineering | | | 2 | 2 | 4 | 8 | 5 | | | 4 | 25 | | \$ 2,530.07 |
| PHASE II - PS&E DESIGN FOR INTERIM CONDITION (TIME & MATERIALS) | | | | | | | | | | | | | |
| 6. Utility Coordination | | 1 | 1 | 2 | | 4 | | 6 | 14 | | 27 | | \$ 3,428.96 |
| PHASE III - CONSTRUCTION PHASE SERVICES (TIME & MATERIALS) | | | | | | | | | | | | | |
| TOTALS | | 228 | | | | | | | | | | | |
| HOURS: | | | 3 | 4 | 4 | 12 | 5 | 6 | 14 | 4 | | | |
| LABOR COST: | | | \$ 498 | \$ 608 | \$ 424 | \$ 957 | \$ 549 | \$ 960 | \$ 1,680 | \$ 283 | | | \$ 5,959.03 |
| | | | 5.8% | 7.7% | 7.7% | 23.1% | 9.6% | 11.5% | | 7.7% | | | \$ 5,959.03 |

| TIME AND MATERIALS EXPENSES: | | | | | | | | | | | | | | |
|-------------------------------------|--|--|--|--|--|--|--|--|--|--|-------------------------------|-----------|---------|------------------|
| | | | | | | | | | | | One Designating Person | \$ 150.00 | hour | |
| | | | | | | | | | | | Two Person Designating Person | \$ 235.00 | 12 hour | |
| | | | | | | | | | | | Express delivery | | each | \$20.00 per each |
| TOTAL EXPENSES: | | | | | | | | | | | | | | \$ 2,820 |
| BASE SERVICES | | | | | | | | | | | | | | \$ 8,779.03 |

| TASK | Hourly Rate: | SHEETS/ UNITS | Supervisory Engineer \$ 166.06 | PROJECT MANAGER \$151.93 | ASSISTANT PROJECT MANAGER \$105.89 | CADD TECH \$79.76 | FIELD MANAGER \$109.85 | SR. UTILITY COORD. \$160.00 | UTILITY COORD. \$120.00 | ADMIN \$70.80 | Sub Total Hours | Hr/Unit | ASI Labor Cost |
|---|--------------|------------------|--------------------------------------|--------------------------------|---|----------------------|------------------------------|-----------------------------------|-------------------------------|------------------|--------------------|---------|-------------------|
| RIOS GROUP | | | | | | | | | | | | | |
| PHASE I - ULTIMATE CONDITION ALTERNATIVES ANALYSIS (ADDITIONAL SERVICES) | | | | | | | | | | | | | |
| 2. Subsurface Utility Engineering - QL"A" | | | 2 | 4 | 6 | 8 | 4 | | | 4 | 28 | | \$ 2,935.86 |
| TOTALS | | | | | | | | | | | | | |
| HOURS: | | | 2 | 4 | 6 | 8 | 4 | | | 4 | | | |
| LABOR COST: | | | \$ 332 | \$ 608 | \$ 635 | \$ 638 | \$ 439 | \$ - | \$ - | \$ 283 | | | \$ 2,935.86 |
| | | | 7.1% | 14.3% | 21.4% | 28.6% | 14.3% | | | 14.3% | | | \$ 2,935.86 |

| TIME AND MATERIALS EXPENSES: | | | | | | | | | | | | | | |
|-------------------------------------|--|--|--|--|--|--|--|--|--|--|---------------------------------------|-------------|------------------|--------------|
| Travel: | | | | | | | | | | | Mileage | miles | \$0.55 per mile | |
| Copies: | | | | | | | | | | | Reproduction | copies | \$0.20 per copy | |
| | | | | | | | | | | | Media (mylar) | sheets | \$1.50 per sheet | |
| Misc Expenses: | | | | | | | | | | | | | | |
| Unit Rates: | | | | | | | | | | | Rate | Quantity | Unit | |
| | | | | | | | | | | | QL"A" SUE Test Hole 0-5 ft | \$ 1,250.00 | 2 each | \$2,500.00 |
| | | | | | | | | | | | QL"A" SUE Test Hole 5-8 ft | \$ 1,525.00 | 2 each | \$3,050.00 |
| | | | | | | | | | | | QL"A" SUE Test Hole 8-13 ft | \$ 1,900.00 | each | |
| | | | | | | | | | | | QL"A" SUE Test Hole 13-20 ft | \$ 2,450.00 | each | |
| | | | | | | | | | | | QL"A" SUE Test Hole Over 20 ft | \$ 3,025.00 | each | |
| | | | | | | | | | | | Pavement Coring | \$ 350.00 | each | |
| | | | | | | | | | | | One Designating Person | \$ 150.00 | 5 hour | \$750.00 |
| | | | | | | | | | | | Traffic Control (Intersection) | 1500 | 1 day | \$1,500.00 |
| | | | | | | | | | | | Express delivery | each | \$20.00 per each | |
| TOTAL EXPENSES: | | | | | | | | | | | | | | \$ 7,800 |
| ADDITIONAL SERVICES | | | | | | | | | | | | | | \$ 10,735.86 |
| TOTAL PROJECT COST | | | | | | | | | | | | | | \$ 19,514.89 |

**CITY OF PFLUGERVILLE 2020 BOND PROGRAM
CAMERON ROAD REALIGNMENT
EXHIBIT C - WORK SCHEDULE**

| ID | Task Name | Duration | Start | Finish | 2022 | | | | | | | | | | | | 2023 | | | | | | | | | | | | | | |
|----|---|-----------------|---------------------|---------------------|---------------------------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| | | | | | Jul | Aug | Sep | Oct | Nov | Dec | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep |
| 1 | Cameron Road Realignment | 565 days | Thu 7/29/21 | Wed 9/27/23 | [Gantt bar from 7/29/21 to 9/27/23] | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2 | NOTICE TO PROCEED | 0 days | Thu 7/29/21 | Thu 7/29/21 | [Gantt bar from 7/29/21 to 7/29/21] | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 3 | Phase 1 - Alternatives Analysis | 110 days | Thu 7/29/21 | Wed 12/29/21 | [Gantt bar from 7/29/21 to 12/29/21] | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 4 | Develop Ultimate Condition Alt. Options | 30 days | Thu 7/29/21 | Wed 9/8/21 | [Gantt bar from 7/29/21 to 9/8/21] | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 5 | City/GEC Review and Comment | 10 days | Thu 9/9/21 | Wed 9/22/21 | [Gantt bar from 9/9/21 to 9/22/21] | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 6 | Alternative Options Review Meeting | 0 days | Thu 9/23/21 | Thu 9/23/21 | [Gantt bar from 9/23/21 to 9/23/21] | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 7 | Topographic Survey | 30 days | Thu 9/23/21 | Wed 11/3/21 | [Gantt bar from 9/23/21 to 11/3/21] | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 8 | SUE | 30 days | Thu 9/23/21 | Wed 11/3/21 | [Gantt bar from 9/23/21 to 11/3/21] | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 9 | Geotechnical Investigation and Report | 30 days | Thu 9/23/21 | Wed 11/3/21 | [Gantt bar from 9/23/21 to 11/3/21] | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 10 | Environmental Due Diligence | 60 days | Thu 9/23/21 | Wed 12/15/21 | [Gantt bar from 9/23/21 to 12/15/21] | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 11 | Develop Schematic Roll Plot Submittal | 20 days | Thu 11/4/21 | Wed 12/1/21 | [Gantt bar from 11/4/21 to 12/1/21] | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 12 | Schematic QA/QC | 10 days | Thu 12/2/21 | Wed 12/15/21 | [Gantt bar from 12/2/21 to 12/15/21] | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 13 | SCHEMATIC SUBMITTAL | 0 days | Wed 12/15/21 | Wed 12/15/21 | [Gantt bar from 12/15/21 to 12/15/21] | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 14 | City/GEC Review and Comment | 10 days | Thu 12/16/21 | Wed 12/29/21 | [Gantt bar from 12/16/21 to 12/29/21] | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 15 | 30% Design Review Meeting | 0 days | Wed 12/29/21 | Wed 12/29/21 | [Gantt bar from 12/29/21 to 12/29/21] | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 16 | Phase II - Design and Bid Phase | 220 days | Thu 12/16/21 | Wed 10/19/22 | [Gantt bar from 12/16/21 to 10/19/22] | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 17 | Develop 60% Plans | 43 days | Thu 12/30/21 | Mon 2/28/22 | [Gantt bar from 12/30/21 to 2/28/22] | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 18 | 60% QA/QC | 7 days | Tue 3/1/22 | Wed 3/9/22 | [Gantt bar from 3/1/22 to 3/9/22] | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 19 | 60% SUBMITTAL | 0 days | Wed 3/9/22 | Wed 3/9/22 | [Gantt bar from 3/9/22 to 3/9/22] | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 20 | City/GEC Review and Comment | 10 days | Thu 3/10/22 | Wed 3/23/22 | [Gantt bar from 3/10/22 to 3/23/22] | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 21 | 60% Review Meeting | 0 days | Wed 3/23/22 | Wed 3/23/22 | [Gantt bar from 3/23/22 to 3/23/22] | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 22 | Prepare ROW Documents | 15 days | Thu 3/3/22 | Wed 3/23/22 | [Gantt bar from 3/3/22 to 3/23/22] | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 23 | Develop 90% Plans | 40 days | Thu 3/24/22 | Wed 5/18/22 | [Gantt bar from 3/24/22 to 5/18/22] | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 24 | 90% QA/QC | 7 days | Thu 5/19/22 | Fri 5/27/22 | [Gantt bar from 5/19/22 to 5/27/22] | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 25 | 90% SUBMITTAL | 0 days | Fri 5/27/22 | Fri 5/27/22 | [Gantt bar from 5/27/22 to 5/27/22] | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 26 | City/GEC Review and Comment | 10 days | Mon 5/30/22 | Fri 6/10/22 | [Gantt bar from 5/30/22 to 6/10/22] | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 27 | 90% Design Review Meeting | 0 days | Fri 6/10/22 | Fri 6/10/22 | [Gantt bar from 6/10/22 to 6/10/22] | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 28 | Develop 100% Plans | 15 days | Mon 6/13/22 | Fri 7/1/22 | [Gantt bar from 6/13/22 to 7/1/22] | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 29 | 100% QA/QC | 5 days | Mon 7/4/22 | Fri 7/8/22 | [Gantt bar from 7/4/22 to 7/8/22] | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 30 | 100% Submittal | 0 days | Fri 7/8/22 | Fri 7/8/22 | [Gantt bar from 7/8/22 to 7/8/22] | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 31 | Utility Coordination | 220 days | Thu 12/16/21 | Wed 10/19/22 | [Gantt bar from 12/16/21 to 10/19/22] | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 32 | Permitting | 60 days | Mon 6/13/22 | Fri 9/2/22 | [Gantt bar from 6/13/22 to 9/2/22] | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 33 | Bid Phase | 66 days | Mon 7/11/22 | Mon 10/10/22 | [Gantt bar from 7/11/22 to 10/10/22] | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 34 | Phase III - Construction Phase | 240 days | Tue 10/11/22 | Mon 9/11/23 | [Gantt bar from 10/11/22 to 9/11/23] | | | | | | | | | | | | | | | | | | | | | | | | | | |

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

K Friese & Associates, Inc.

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

None

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary. None

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

None

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 
Signature of vendor doing business with the governmental entity

14 JUL 21
Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/14/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | |
|---|---|--------------------------------------|
| PRODUCER Risk Strategies 12801 North Central Expy. Suite 1710 Dallas, TX 75243 | CONTACT NAME: Cameron Brown PHONE (A/C, No. Ext): (214) 323-4602 E-MAIL ADDRESS: certificatedallas@risk-strategies.com | FAX (A/C, No): (214) 503-8899 |
| | INSURER(S) AFFORDING COVERAGE | |
| INSURED K Friese & Associates, Inc. 1120 S Cap of TX Hwy Cityview 2, Suite 100 Austin TX 78746 | INSURER A: Berkshire Hathaway Specialty Ins Company | NAIC # 22276 |
| | INSURER B: Sentinel Insurance Company Ltd | 11000 |
| | INSURER C: Hartford Fire Insurance Company | 19682 |
| | INSURER D: Travelers Casualty Ins Co of America | 19046 |
| | INSURER E: | |
| | INSURER F: | |

COVERAGES

CERTIFICATE NUMBER: 62878675

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-------------------------------------|-------------------------------------|------------------|-------------------------|-------------------------|---|
| C | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | 84SBWBA7667 | 1/1/2021 | 1/1/2022 | EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$ |
| B | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | 84UEGV5448 | 1/1/2021 | 1/1/2022 | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| C | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000 | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | 84SBWBA7667 | 1/1/2021 | 1/1/2022 | EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$ |
| D | <input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | <input type="checkbox"/> | <input checked="" type="checkbox"/> | UB5P02903A | 1/1/2021 | 1/1/2022 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000 |
| A | Professional Liability | | <input checked="" type="checkbox"/> | 47-EPP-309841-02 | 1/1/2021 | 1/1/2022 | Per claim/Annual Aggregate \$5,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The claims made professional liability coverage is the total aggregate limit for all claims presented within the annual policy period and is subject to a deductible. Thirty (30) day notice of cancellation in favor of certificate holder on all policies. City of Pflugerville, Capital Improvement, its officers, officials, employees, volunteers, and elected representatives are named additional insured on the General Liability, Auto Liability and Umbrella Liability coverage as required by written contract. A waiver of subrogation is shown in favor of the additional insured on Workers Compensation as required by written contract. The General Liability coverage is primary and non-contributory.

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Cameron Brown

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ACORD 25 (2016/03)

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ADDITIONAL REMARKS SCHEDULE

| | | | |
|---------------------------|-----------|--|--|
| AGENCY Risk Strategies | | NAMED INSURED K Friese & Associates, Inc. 1120 S Cap of TX Hwy Cityview 2, Suite 100 Austin TX 78746 | |
| POLICY NUMBER | | EFFECTIVE DATE: | |
| CARRIER | NAIC CODE | (Empty) | |

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability (03/16)

HOLDER: City of Pflugerville Capital Improvement Program P.O. Box 589

ADDRESS: Pflugerville TX 78691-0589

Re: Pflugerville 2021 Bond Projects - Cameron Road Realignment.

2. Applicable To Medical Expenses Coverage

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests.

f. Products-Completed Operations Hazard

Included with the "products-completed operations hazard".

g. Business Liability Exclusions

Excluded under Business Liability Coverage.

C. WHO IS AN INSURED

1. If you are designated in the Declarations as:

- a.** An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b.** A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c.** A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d.** An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

- e.** A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Employees And Volunteer Workers

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

- (a)** To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b)** To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph **(1)(a)** above;
- (c)** For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1)(a)** or **(b)** above; or
- (d)** Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services, Paragraph **(d)** does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

(2) "Property damage" to property:

- (a)** Owned, occupied or used by,

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

e. Unnamed Subsidiary

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

b. Coverage under this provision does not apply to:

- (1) "Bodily injury" or "property damage" that occurred; or
- (2) "Personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. Operator Of Mobile Equipment

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Operator of Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written

BUSINESS LIABILITY COVERAGE FORM

contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section F. – Optional Additional Insured Coverages.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Subparagraphs (d) or (f); or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

- (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises

- (1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
 - (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

- (1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (a) In connection with your premises; or
 - (b) In the performance of your ongoing operations performed by you or on your behalf.
- (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

 - (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (b) Supervisory, inspection, architectural or engineering activities.

e. Permits Issued By State Or Political Subdivisions

- (1) Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
 - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

- (1) Any other person or organization who is not an insured under Paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (a) In the performance of your ongoing operations;
 - (b) In connection with your premises owned by or rented to you; or
 - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if
 - (i) The written contract or written agreement requires you to provide such coverage to such additional insured; and
 - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1)** The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2)** The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 K Friese + Associates
 Austin, TX United States

Certificate Number:
 2021-740720

Date Filed:
 04/20/2021

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
 City of Pflugerville

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
 RFQ #21-005
 Professional Engineering Services

| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|--------------------------|--|---------------------------------------|--------------|
| | | | Controlling | Intermediary |
| | Friese, Karen | Austin, TX United States | X | |
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5 Check only if there is NO Interested Party.


6 UNSWORN DECLARATION

My name is Thomas M. Owens, P.E., and my date of birth is 11/13/64

My address is 1120 S. Capital of Texas Highway, Austin, TX, 78746, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Travis County, State of Texas, on the 20 day of April, 2021.
(month) (year)


 Signature of authorized agent of contracting business entity (Declarant)