

**PROFESSIONAL SERVICES AGREEMENT
FOR
MELBER LANE**

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

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

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

I. DEFINITIONS

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

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

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

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

II. TERM

2.1 Unless sooner terminated in accordance with the provisions of this Agreement, the term of this Agreement shall commence on March 30, 2020 and terminate on August 31, 2022.

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

III. SCOPE OF SERVICES

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

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

IV. COMPENSATION TO CONSULTANT

4.1 In consideration of Consultant's performance in a satisfactory and efficient manner, as determined solely by City Manager, of all services and activities set forth in this Agreement, City agrees to pay Consultant an amount not to exceed Six Hundred Twenty-One Thousand, Eight Hundred Forty-Nine Dollars and One Cent (\$621,849.01) as total compensation, to be paid to Consultant as further detailed in Exhibit 1.

4.2 No additional fees or expenses of Consultant shall be charged by Consultant nor be payable by City. The parties hereby agree that all compensable expenses of Consultant have been provided for in the total payment to Consultant as specified in section 4.1 above. Total payments to Consultant cannot exceed that amount set forth in section 4.1 above, without prior approval and agreement of all parties, evidenced in writing and approved by the 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: CP&Y, Inc.
Attn: Leah J. Collier, P.E.
13809 Research Blvd., Suite 300
Austin, TX 78750

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

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

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

City of Pflugerville

Insurance Requirements

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

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

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

Type of Insurance	Amount of Insurance	Provisions
Commercial 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: Cobb-Fendley & Associates, Inc; Corsair Consulting, LLC; and Horizon Environmental Services. Any deviation from this subcontractor list, whether in the form of deletions, additions or substitutions shall be approved by City prior to the provision of any services by said subcontractor.

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

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

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

XII. INDEPENDENT CONTRACTOR

Consultant covenants and agrees that he or she is an independent contractor and not an officer, agent, servant or employee of City; that Consultant shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of respondent superior shall not apply as between City and Consultant, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating the relationship of employer-employee, principal-agent, partners or joint ventures between City and Consultant. The Parties hereto understand and agree that the City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the Consultant under this Agreement and that the Consultant has no authority to bind the City.

XIII. CONFLICT OF INTEREST

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

13.2 Pursuant to the subsection above, Consultant warrants and certifies, and this Agreement is made in reliance thereon, that it, its officers, employees and agents are neither officers nor employees of the City. Consultant further warrants and certifies that it will comply with the City’s Ethics Code.

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

XIV. AMENDMENTS

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

XV. SEVERABILITY

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

or unenforceable, there be added as a part of the Agreement a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

XVI. LICENSES/CERTIFICATIONS

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

XVII. COMPLIANCE

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

XVIII. NONWAIVER OF PERFORMANCE

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

XIX. LAW APPLICABLE

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

19.2 Venue for any legal action or proceeding brought or maintained, directly or indirectly, as a result of this Agreement shall be heard and determined in a court of competent jurisdiction in Travis County, Texas.

XX. LEGAL AUTHORITY

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

XXI. PARTIES BOUND

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

XXII. CAPTIONS

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

XXIII. INCORPORATION OF EXHIBITS

Each of the Exhibits listed below is an essential part of the Agreement, which governs the rights and duties of the Parties, and shall be incorporated herein for all purposes:

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

XXIV. ENTIRE AGREEMENT

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

XXV. MISCELLANEOUS CITY CODE PROVISIONS

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

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

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

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

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

25.6 Texas Government Code Mandatory Provision. The City of Pflugerville may not enter into a contract with a company for goods and services unless the contract contains a written verification from the company that it; (i) does not boycott Israel; and (ii) will not boycott Israel during the term of the contract. (Texas Government Code, Chapter 2270.002) by accepting this rider, the Consultant hereby verifies that it does not boycott Israel, and agrees that, during the term of this agreement, will not boycott Israel as that term is defined in the Texas Government Code, Section 808.001, as amended. Further, the Consultant hereby certifies that it is not a company identified under Texas Government Code, Section 2252.152 as a company engaged in business with Iran, Sudan, or Foreign Terrorist Organization.

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

**CITY OF
PFLUGERVILLE**

**CONSULTANT
CP&Y, Inc.**

(Signature)



(Signature)

Printed Name: Sereniah Breland

Printed Name: Andrew A. Atlas, AICP

Title: City Manager

Title: Senior Vice President

Date: _____

Date: March 10, 2020

APPROVED AS TO FORM:

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

EXHIBIT 1 SCOPE OF SERVICES

MELBER LANE

Cameron Road (Pecan Street) to Cele Road (Alignment Study) Cameron Road (Pecan Street) to Pleasanton Parkway (Schematic Phase) Cameron Road to Park 1849 Driveway; Realignment of Cameron Road (PS&E)

SERVICES TO BE PERFORMED BY THE ENGINEER

This project includes

- an alignment study for proposed Melber Lane from Cameron Road near the City's 1849 Park to its existing intersection at Cele Road,
- preliminary engineering (30% design) with cross-sections at 50' intervals for the ultimate four-lane divided section of Melber Lane from Cameron Road to Pleasanton Parkway and the realignment of existing Cameron Road at its proposed intersection with Melber Lane, and
- development of plans, specifications and estimate (PS&E) for the realignment of Cameron Road and one-half (two lanes) of the ultimate four lanes of Melber Lane from Cameron Road to the first entrance to the 1849 Park.

The Engineer shall provide the necessary engineering and technical services for the completion of environmental studies, public involvement, surveying and mapping, and traffic studies for development of the project. Design will be performed in accordance with the latest available City of Pflugerville, City of Austin, Travis County and TxDOT manuals, guidelines and standards, as applicable. This project will be developed utilizing Microstation V8i and OpenRoads.

Agency abbreviations are as follows:

City of Pflugerville (City), Travis County (County), Texas Department of Transportation (TxDOT), Texas Department of Transportation Environmental Division (TxDOT-ENV), Federal Highway Administration (FHWA), Capital Area Metropolitan Planning Organization (CAMPO), Environmental Protection Agency (EPA), Texas Historical Commission (THC), National Register of Historical Places (NRHP), Federal Emergency Management Agency (FEMA), and Texas Commission on Environmental Quality (TCEQ).

The tasks and products are more fully described in the following TASK OUTLINE.

TASK OUTLINE

I. ROUTE AND DESIGN STUDIES

A. DATA COLLECTION *(provided by CP&Y, Inc.)*

1. Perform field investigations of the project. These investigations will include site visits to the project site and adjacent area to gather pertinent information relating to the corridor. Field investigations will also be performed to review individual property locations and the impacts of the alignment to that property.
2. Develop a photo inventory of the project site for reference in project meetings, discussions with stakeholders and discussions with developers, etc. during the project development.
3. Gather and review information from the City and other available sources including existing Melber Lane, Cameron Road, Cele Road, 1849 Park and Carmel subdivision plans, project files, automated road inventory sheets, PMIS data, existing geometric conditions, existing typical sections, existing drainage facilities, existing bridge and culvert data and traffic data. Gather and review related existing and draft studies from TxDOT and the City, including feasibility, route, traffic signal, corridor, MIS/Environmental and Value Engineering studies in the project vicinity. Gather and review information from various planning documents such as the CAMPO 2040 plan, Texas Transportation Plan, Transportation Improvement Plan and the City master street/road plans impacting the project. Obtain FEMA Flood insurance maps and corresponding studies relating to the project corridor.

3/10/2020

B. ALIGNMENT STUDY (provided by CP&Y, Inc)

1. The Engineer shall develop the project design criteria to be used for the project.
2. Develop three (3) alternative geometric configurations for Melber Ln from Cameron Road to the intersection with Cele Rd to satisfy the project goals of the City. Prepare conceptual cost estimates for these configurations.
3. Produce three (3) exhibits depicting the above geometric configurations to a detail level sufficient for City review.

C. GEOTECHNICAL INVESTIGATIONS (provided by Corsair Consultants, Inc.)

1. The Engineer shall determine the location of proposed soil borings for pavement thickness design, in accordance with the latest edition of the State's Geotechnical Manual. The City of Pflugerville will review and provide comments for a boring layout submitted by the Engineer showing the general location and depths of the proposed borings. Once the Engineer receives the City's review comments they shall perform soil borings (field work), soil testing and prepare the boring logs in accordance with the latest edition of the State's Geotechnical Manual and Cities procedures and design guidelines.
2. All geotechnical work should be performed in accordance with the latest version of the State's Geotechnical Manual. All testing shall be performed in accordance with the latest version of the State's Manual of Test Procedures. American Society for Testing Materials (ASTM) test procedures can be used only in the absence of the State's procedures. All soil classification should be done in accordance with the Unified Soil Classification System.
3. Soil Borings – Geotechnical and Falling Weight Deflectometer (FWD) Testing
 - (a) Perform seven (7) borings spaced along the Melber Ln alignment and Cameron Rd realignment, alternating the drilling location between the edges of right-of-way.
 - (b) If expansive soils are encountered (PVR > 2") and a lime stabilized subgrade option is desired, additional borings may be needed. Drill these borings to a minimum depth of ten (10) feet to map geology and collect PI information if soils are expansive for PVR calculation.
4. Laboratory testing will be performed to determine the soil's plasticity and strength characteristics, including:
 - (a) NRCS Soil Classification
 - (b) Atterberg Limits Tests
 - (c) Sieve Analysis
 - (d) Soluble Sulfate Content
 - (e) Moisture Content
 - (f) Unconfined Compressive Strength
 - (g) Resilient Modulus Testing of the subgrade
 - (h) Eades and Grim (ASTM D6276) pH/lime series
5. The Engineer will coordinate with locator service to determine existing utility locations.
6. The Engineer will provide pavement thickness design recommendations for the development of Melber Lane extending from Cameron Rd to Pleasanton Pkwy and the realignment of Cameron Rd. The pavement design will follow the recommendations outlined in the CAPEC Phase 3 Final report developed by HVJ dated July 28, 2017. The pavement design will assume up to 20% truck traffic and utilize the use of vertical moisture barriers within the design.
7. The Engineer will prepare a pavement design report that will present recommendations for the design of the roadway pavement sections. The pavement design report will include:
 - (a) Site vicinity and geology map.
 - (b) Generalized subsurface conditions, as well as groundwater conditions encountered during drilling operations.
 - (c) Laboratory testing results.
 - (d) Three (3) pavement thickness design options for the proposed roadways.

D. SCHEMATIC LAYOUT DEVELOPMENT (provided by CP&Y, Inc.)

1. Prepare calculated horizontal geometrics for the project roadways.
2. Prepare calculated vertical geometrics for the project roadway.
3. Develop existing and proposed typical sections for inclusion on project schematics.
4. Develop preliminary schematic cross sections at 50' intervals. These cross sections will be for estimation of ROW needs and cut and fill quantities, as well as determining retaining wall locations and heights.

5. Determine retaining wall limits for the project roadway.
6. Assume standard illumination spacing (for cost estimating purposes).
7. Develop pavement edges for the selected configuration that will be shown on the schematic layout.
8. Finalize Engineer's opinion of probable cost for the selected configuration.
9. Prepare project schematic plots for the project corridor. Plots will include required elements suitable for submission to the City and Travis County. The roll plot will not exceed 10' in length with a 1"=50' horizontal scale and 1"=10' vertical scale. Depict the following on the project layout plot:
 - (a) The horizontal alignments will show bearings in the tangent sections and curve data including delta angles, PI stations, tangent lengths, length of curve, and radii. The plan views will show the centerline, edge of pavement, striping, lane widths, shoulder widths, cross slopes, superelevations with transitions, direction of traffic flow, and layouts for speed change lanes.
 - (b) The vertical alignment will show existing and proposed elevations at 100-foot intervals, vertical curve VPI stations, curve lengths, superelevation rates and transitions, design speeds, and "K" values.
 - (c) The existing apparent ROW limits and proposed ROW limits.
 - (d) Anticipated retaining wall locations (if any).
 - (e) Proposed striping and lane numbers, and proposed signal pole locations. Small signs will not be developed at the project layout phase.
 - (f) Current and projected traffic volumes as developed by the traffic data collection and analysis task and proposed design speed.
 - (g) Existing utility locations in plan emphasizing those, which are in conflict with the proposed construction. Proposed utilities will not be shown.
 - (h) Significant drainage structures (existing and proposed) as determined by Hydrologic and Hydraulic report.

E. TRAFFIC DATA COLLECTION, ANALYSIS AND REVIEW *(NOT INCLUDED)*

F. HYDROLOGY AND HYDRAULIC ANALYSIS *(provided by CP&Y, Inc.)*

- (a) Survey Coordination
The Engineer will coordinate the acquisition of survey along the route at crossings not already studied and to verify FEMA cross section geometry.
- (b) Data Collection
The Engineer will (i) acquire available H&H files and mapping shapes from LOMR 18-06-0800P-481026 from FEMA and (ii) conduct field investigations to observe existing channel characteristics and bridge/culvert structures. The Engineer will assess channel and overbank roughness values using field notes and photographs.
- (c) Hydrology
For the crossing at Wilbarger Creek the hydrologic analysis will be performed using HEC-HMS software performing the NRCS Unit Hydrograph method, or other accepted hydrologic methods. The effective City of Pflugerville Engineering Design Manual (COP EDM) criteria at time of contract execution will be used as best available data. Existing land use condition will be assumed for drainage areas outside the proposed ROW. The loss, routing and precipitation methodologies used in the COP EDM will be used for these subdivided areas. Existing and proposed flows for the 2-year (50 % AEP), 10-year (10% AEP), 25-year (4% AEP) 100-year (1% AEP) and 500-year (0.2% AEP) frequency storms will be computed using the Atlas 14 precipitation depths for Pflugerville.
- (d) Hydraulics
The design criteria for this crossing will be based on the City of Pflugerville EDM Drainage Specification Requirements. A summary of this criteria will be prepared and reviewed with the City. The hydraulic analysis will be performed using HEC-RAS. Tailwater assumptions will be based on a normal depth assumption if unknown.

Crossing Structure Hydrology and Hydraulic Analysis (Schematic layout Phase)

Perform preliminary hydrologic and hydraulic analysis/design to determine location and sizes of major cross drainage structures not to exceed 2 crossings.

Anticipated structures are:

- (i) 1 Crossings at upper reaches of Wilbarger Creek
 - (ii) 1 outlet at Melber Lane and Cameron Rd intersection (South end).
- (e) Drainage Report (Prelim)
 Prepare a preliminary drainage report that includes a section summarizing the findings of the above analysis. This section of the report will include:
- (i) Determination if any proposed drainage easements are required to adequately drain the proposed facility.
 - (ii) Summary of methodology used for hydrology and hydraulics.
 - (iii) Tabular summary and comparison of results for Effective, Pre-project, and Proposed conditions.
 - (iv) Summary of impacts and mitigation.
 - (v) Recommendations for easements (if needed).

Hydrology

The Engineer will expand upon the hydrology developed with the crossing structures above in order to assess the hydrologic impact of the proposed improvements. The change in flow due to the proposed project will be at a minimum quantified at the Wilbarger Creek crossing. Hydrologic analysis of the two (2) crossings listed in section H. (d) will be provided in the report.

Hydraulics

The Engineer will analyze existing and proposed conditions hydraulics as a result of the proposed improvements using HEC-RAS for the 2 Wilbarger Creek crossings. HY-8 will be used for Cameron Rd crossing in the PS&E portion of the project. The Engineer will summarize the relative impacts to computed water surface elevations between existing and proposed conditions for the two (2) Wilbarger Crossings.

- (f) Drainage Report (Final)
 The Engineer will prepare preliminary hydraulic reports that includes a section summarizing the methodology and results used in the hydrologic and hydraulic impact analyses. This section of the report will include:
- (i) Determination if any proposed drainage easements are required.
 - (ii) Summary of methodology used for hydrology and hydraulics

Based on the current effective FEMA floodplain delineation (February 11, 2019) preparation of a Conditional Letter of Map Revision (CLOMR) and/or Letter of Map Revision (LOMR) are not anticipated and are not included in this scope of services to determine the ROW requirements for the proposed road. A determination if this work will be needed based of a decision by the local floodplain administrator after the impacts have been assessed and the project moves toward PS&E.

- (g) Additional Services not included in scope:
- (i) Layouts and exhibits for crossings
 - (ii) Any crossings needed beyond those identified in this scope.

B. WATER QUALITY

This project is not contained in the Edwards Aquifer Recharge, Contributing or Transition Zone. TCEQ BMP design and coordination is not included in this scope of services.

II. SOCIAL, ECONOMIC & ENVIRONMENTAL STUDIES AND PUBLIC INVOLVEMENT

Environmental services will consist of a constraints analysis for the portions of Melber Lane from Cameron Road to Pleasanton Parkway. It is assumed that no state or federal funding would be required and therefore coordination with Texas Department of Transportation is not required.

A. ENVIRONMENTAL SERVICES

1. ENVIRONMENTAL CONSTRAINTS ANALYSIS *(provided by CP&Y, Inc.)*

(a) OBTAIN EXISTING ENVIRONMENTAL CONSTRAINTS DATA

Perform a desktop review of environmental constraints of the proposed study area. Constraints to be identified include:

- (i) Cemeteries

- (ii) Parks
 - (iii) Soils
 - (iv) Properties on the National Register of Historic Places
 - (v) Archeological sites
 - (vi) Hazardous material sites
 - (vii) Data from the Texas Parks and Wildlife Department's Natural Diversity Database
 - (viii) United States Fish and Wildlife Service's Critical Habitat Mapper
 - (ix) National Wetlands Inventory Data
 - (x) Floodplains
 - (xi) National Hydrography Dataset
 - (xii) Land Uses identified through aerial photo interpretation
- (b) FIELD RECONNAISSANCE (provided by CP&Y, Inc.)
- Conduct a field reconnaissance of the study area to verify and update the information identified through the desktop review.
- (c) PRELIMINARY ENVIRONMENTAL CONSTRAINTS MAP (*provided by CP&Y, Inc.*)
- Prepare a preliminary environmental constraints map of the study area on digital orthophotography using GIS. The map shall include information from the desktop review.
- (d) ENVIRONMENTAL CONSTRAINTS MEMORANDUM (*provided by CP&Y, Inc.*)
- A memorandum describing environmental constraints within the study area will be prepared. The technical memorandum will include the above-mentioned items and the environmental constraints map will be included as an appendix. This information shall be provided to the project design team to assist in the development of alignment alternatives.
- (e) PRELIMINARY EVALUATION OF ALIGNMENT ALTERNATIVES (*provided by CP&Y, Inc.*)
- Evaluate up to three (3) alignment alternatives developed by the design team based on environmental, engineering, and cost constraints.
- (f) COORDINATION MEETINGS (provided by CP&Y, Inc.)
- Environmental staff shall participate in up to two coordination meetings with the City to discuss the status and/or findings of environmental investigations and studies.

2. Cultural Resources

The investigations proposed below (Task 3.a) are designed to comply with the Antiquities Code of Texas (and the National Historic Preservation Act if there will be a federal permit), namely the identification of any prehistoric or historic cultural resources which may be affected by the project that may be eligible for designation to the National Register of Historic Places (NRHP) or as State Antiquities Landmark (SAL).

(a) Cultural Resources Background Records Search

A qualified archaeologist will perform a review of records from the Texas Archaeological Research Laboratory available on the Texas Historical Commission's (THC) online Texas Archeological Sites Atlas (Atlas) to identify previously recorded surveys or cultural resources within a 1-mile radius of the study area. An archaeologist will also review historical maps, aerial photographs, topographic maps, soil survey maps, and geologic maps to identify possible historic structures or the previous locations of structures that may now be expressed as an archaeological site within the area of potential effects (APE) of the project. In addition to identifying previously recorded archaeological sites, the Atlas review will include the following types of information: NRHP properties, SALs, Official Texas Historical Markers (OTHMs), Recorded Texas Historic Landmarks (RTHLs), cemeteries, and local neighborhood surveys. Other critical factors that will be examined include the level of previous disturbances from residential and commercial development, types of soils, and archaeological potential. This background research will provide site and geographic information that will be critical to the discovery and interpretation of cultural resources within the project area. The results of that search will be developed into a consultation request letter summarizing the results of the background archival research and requesting the THC's official consultation to determine the scope of any further cultural resources investigations, such as intensive survey, that may be required to ensure the city's compliance with applicable state and federal laws. This letter will be submitted to THC for consultation. Under state law, the THC has 30 days to review and respond to consultation requests.

B. PUBLIC INVOLVEMENT (provided by CP&Y, Inc.)

1. Compile, maintain and update a mailing list of people, agencies and organizations interested in the project. The City shall provide relevant data available, as available. The Engineer shall provide property owner contact information to the City.
2. Help conduct one (1) open house format public meeting by providing personnel to attend and support meeting.
 - (a) Prepare hand out materials for the public meeting including a fact sheet, project location map, and comment card.
 - (b) Prepare exhibits for the public meeting including up to five (5) 28"x36" exhibit boards, roll plot schematics, sign in sheets, directional signage, and comment station materials.
 - (c) Prepare a public meeting summary report and associated response to comments document.
3. Help conduct two (2) meetings with affected property owners (MAPOs) by providing personnel to attend and support meeting.
 - (a) Prepare hand out materials for the MAPOs including a fact sheet and project location map.
 - (b) Prepare summary report at conclusion of both MAPOs.

III. PLANS, SPECIFICATIONS & ESTIMATE

The engineer will develop and submit Plans, Specifications & Estimates (PS&E) plans at levels consistent with and required for City 60%, 90%, and final 100% plans.

A. ROADWAY DESIGN CONTROLS (provided by CP&Y, Inc.)

1. Miscellaneous Plans
 - (a) A project title sheet will be prepared as required for the construction plans.
 - (b) A detailed index of sheets will be prepared that shows each sheets location in the plan set, as well as its corresponding sheet number. This index will be updated throughout the submittal process to allow for easier reference during the review process.
 - (c) Project layout sheets will be prepared at a scale of 1"=200' that clearly indicates the limits of the entire project.
 - (d) Benchmark layout sheets will be completed at a scale of 1"=200' that clearly indicate the benchmark locations and associated control information. These sheets will later be sealed by a RPLS for submittal.
2. Roadway Plans & Geometry
 - (a) Existing typical sections will be completed depicting the existing conditions of Cameron Rd.
 - (b) Proposed typical sections will be completed depicting Melber Ln and Cameron Rd. The proposed typical sections are intended to show the general cross-sectional configuration of the roadway in logical sections, and will be prepared to the appropriate level of detail and limits to convey that general information.
 - (c) A horizontal alignment data sheet will be prepared depicting the horizontal geometric information for the project roadways to be included in the construction plan set.
 - (d) Melber Ln plan and profile sheets shall be completed depicting the proposed construction. The plan and profile sheets will be prepared at a scale of 1"=100' H and 1"=10' V.
 - (e) Cameron Rd plan and profile sheets shall be completed depicting the proposed construction. The plan and profile sheets will be prepared at a scale of 1"=100' H and 1"=10' V.
 - (f) Supplemental grading sheets will be prepared at a scale of 1"=50' for areas of the project that require additional grading information for construction or review purposes.
 - (g) The Engineer shall provide plan sheets of removals at a scale of 1"=100'. Removal sheets shall clearly identify the disposition of roadway appurtenances. Description of removal items, including material, shall be included.
 - (h) Miscellaneous roadway detail sheets will be developed for the project. The sheets will depict details required that are not defined in standard detail sheets.
3. Grading and Details
 - (a) Design cross sections will be completed at 50-foot stations and other locations as necessary for the determination of cut and fill quantities. These sections will also be used to further refine the design vertical geometry. Cut and fill quantities determined from the design cross sections will be shown on the plan/profile sheets. Cross sections will not be developed as a deliverable for phased TCP.
 - (b) The Engineer shall complete intersection layouts for one (1) intersection/location. The intersection layout will include the design of the pavement layouts, as well as other pertinent details not discernable elsewhere in the plans.

- (c) Driveway details will be prepared for each driveway along the project limits. When possible these driveways will be defined in a tabular format. Non-typical driveways may require special details.
- (d) The Engineer will develop driveway profiles as required for the project. These profiles will be developed to show driveway tie-back slopes, as well as limits for the contractor's information.

B. SIGNING AND PAVEMENT MARKINGS (provided by CP&Y, Inc.)

1. Small Signing and Pavement Markings

- (a) Signing and Pavement marking layouts will be prepared at a scale of 1"=100'. Road signs and markings will be shown all on the same plan sheet. These layouts will depict striping and delineator type and location, as well as MBGF location, lengths, and end treatments. Each sign will have a corresponding number for cross-reference to the sign summaries.
- (b) Pavement marking details will be prepared for non-standard conditions.
- (c) Detail sheets for small signs will be prepared for non-standard signs. This sheet is intended to show the overall dimensions of the signs by determining letter size and spacing. Details will not be to scale.

C. MISCELLANEOUS ROADWAY (provided by CP&Y, Inc.)

1. Traffic Control Plan

- (a) Traffic control typical sections will be prepared for each stage of the construction sequence to clearly delineate the position of the existing traffic with respect to the proposed construction. Temporary traffic barriers and pavement markings will also be shown and dimensioned.
- (b) The Engineer will develop overview plans for each stage of traffic control. These plans will act as key maps for each phase of TCP and shall be developed at a 1"=400' scale.
- (c) The Engineer will prepare 1"=400' plan layouts of all advance warning signs for Cameron Rd.
- (d) A detailed narrative for the sequence of construction and traffic control general notes will be prepared and submitted to the City for review and incorporation into the plans. The narrative will include a phase-by-phase, step-by-step written account of the proposed activities throughout the construction process. This is intended to be a narrative account of the activities shown in the traffic control plan layouts.
- (e) Detailed traffic control plans will be prepared at a scale of 1"=100'. This plan will describe the maintenance of traffic and sequence of work for each phase of the proposed construction. Detour alignments, location of work areas, temporary paving, temporary shoring, signing, barricades and other details will be required to describe the traffic control plan. The Engineer will be required to ensure that proper drainage can be maintained during each phase of construction.
- (f) Traffic control details will be developed for items not covered by City of Pflugerville or TxDOT standard details.
- (g) An Engineer's opinion of construction schedule will be computed in order to determine an approximate duration for each of the phases of construction. The schedule will be prepared using Microsoft Project.

D. QUANTITIES AND SUMMARY SHEETS (provided by CP&Y, Inc.)

1. Quantities

Quantities will be tabulated for each of the following and as necessary to bid this project:

- (a) Traffic Control (per each phase)
- (b) Earthwork
- (c) Roadway
- (d) Removal
- (e) Drainage (not included)
- (f) Culverts (not included)
- (g) Small Signs
- (h) Pavement Markings
- (i) Utilities
- (j) Erosion Control and SW3P

2. Summary Sheets

Quantities that are calculated will be tabulated on individual summary sheets for inclusion in the construction plan set:

- (a) Traffic Control (per each phase)
- (b) Earthwork

- (c) Roadway
- (d) Removal
- (e) Small Signs
- (f) Pavement Markings
- (g) Utilities
- (h) Erosion Control and SW3P

E. STANDARDS, SPECIFICATIONS, ESTIMATES AND BID DOCS *(provided by CP&Y, Inc.)*

1. Standards, Specifications and Estimate

- (a) The Engineer will download the appropriate standards for the project from the City of Pflugerville and TxDOT's web site. Standards that require modification will be corrected and sealed by the Engineer. All other standards will have their title blocks filled out with the applicable project data and printed for inclusion in the final plan set.
- (b) A tabulation of applicable specifications, special specifications and special provisions will be prepared for submission with the final PS&E package.
- (c) The Engineer will review general notes provided by the City for applicability to the project. The Engineer will mark-up a set and return it to the City for their inclusion in the final plan set. The Engineer will work with the City to complete the basis of estimate prior to beginning quantity calculations.
- (d) An opinion of probable construction cost will be prepared at the 30%, 90% and prior to final PS&E submittal, and supplied to the City in Microsoft Excel format. Opinion of probable cost will also be broken out for each bridge class structure.

2. Bid Documents

- (a) The Engineer will prepare contract bid documents and proposals and make them available in electronic format (PDF) as well as hard copy for the City's use.

IV. SURVEYING SERVICES

A. PROJECT CONTROL SERVICES *(provided by CP&Y, Inc.)*

The Surveyor will attempt to recover and utilize City of Pflugerville NAD-83/93 (HARN) NAVD 88 datum, Texas State Plane Coordinate System, Texas Central Zone primary control monuments for this project unless requested to use another source of datum. In the case that the control has been destroyed the Client will be notified immediately. This scope and fee do not include effort to re-establish destroyed control. A Global Positioning System (GPS) and conventional land surveying methods will be used to establish additional project control if needed. These methods will also be used to perform the various tasks of this project.

B. Data Collection and Property Research *(provided by CP&Y, Inc.)*

The Engineer will do the necessary research in order to obtain all of the deeds and plats along the proposed project to help us establish the applicable boundaries or right-of-way.

C. DESIGN SERVICES *(provided by CP&Y, Inc.)*

- 1. The Surveyor shall generate, recover, and/or verify existing horizontal and vertical project primary control at the site, if any, and reconcile the control to known existing intersecting projects.
- 2. The Surveyor shall establish or densify additional secondary control as needed for the project to collect data along the length of the project.
- 3. The Surveyor shall, at their discretion, use 5/8" iron rods with distinguishing caps, cotton spindles (paved areas) or other durable entities for the project control as applicable. The surveyor shall set two (2) brass discs for GPS points at both ends of the project.
- 4. The Surveyor shall perform differential leveling through the project control (primary and secondary) to establish or extend vertical control for the project.
- 5. The project limits for surveying shall be the proposed alignment of Melber Ln to from Cameron Road to Pleasanton Parkway (approx. 5000-LF) and the realignment of Cameron Road (approx. 4000-LF).

6. The Surveyor shall perform a topographic/design survey within the project limits. The topographic/design survey includes, but is not necessarily limited to: roadway, ditches, major grade breaks, culverts, culvert types and sizes, metal beam guard fence, fences, driveways, mailboxes, traffic and other signs, striping, and visible above ground utilities.
7. The Surveyor shall survey side streets within the project limits to a distance of 100' from the intersection road or far enough to establish drainage.
8. The Surveyor shall survey driveways within the project limits to a distance of 20' from the proposed alignment or far enough to establish drainage.
9. The Surveyor shall provide digital photograph of each end of each cross road drainage structures located within the project limits.
10. The Surveyor shall process the collected information into a 1 foot contour DTM file utilizing Geopak V8i.
11. The Surveyor shall locate right-of-way monumentation and other evidence to reestablish the existing right-of-way lines for Melber Ln and Cameron Road and intersecting roads and adjacent parcels within the limits of survey. This is not to be construed as boundary surveying at this time nor is it considered taxable for the purposes intended at this time.
12. The Surveyor shall set project control (N, E, Elev.) in such manner to reasonably assure the control will survive construction.
13. The Surveyor shall locate trees that 8 inches in diameter and larger, and note the size, species and canopy area if different than a standard canopy area.

D. GEOTECHNICAL LOCATIONS *(provided by CP&Y, Inc.)*

1. The Surveyor will stake prior to boring and locate after boring seven (7) geotechnical locations. The Engineer is to provide the locations for the borings.

E. DELIVERABLES *(provided by CP&Y, Inc.)*

1. The Surveyor shall provide:
 - (a) 2D MicroStation V8 planimetric file.
 - (b) 3D MicroStation V8 DTM file including break-lines and 1 foot contours.
 - (c) Geopak V8i DTM (tin) file.
 - (d) ASCII point file.
 - (e) Two CD-ROM containing the specified files.
 - (f) PDF file of each Surveyor's project field book.
 - (g) Spreadsheet of landowners for right-of-entry letters

F. ASSUMPTIONS *(provided by CP&Y, Inc.)*

1. The Surveyor shall notify the client prior to performing the work if:
 - (a) Sufficient right-of-way monumentation cannot be found to re-establish the existing alignments and associated right-of-way lines along the project corridor.
 - (b) Traffic Control cannot be managed by the Surveyor's personnel.
 - (c) The work is delayed due to weather or other circumstances beyond the Surveyor's direct control.
 - (d) Existing Project Control cannot be recovered or verified.

G. UTILITIES

1. Subsurface Utility Engineering (SUE) *(provided by CP&Y, Inc.)*
 - (a) The project consists of providing Quality Level (QL)-B on the existing utilities. QL-C and QL-D services are inclusive with the QL-B product.
 - (b) Provide QL-B services for the various utilities noted on the site visit for preparing this scope of services with associated fees. The various utilities noted are: water, natural gas pipelines, telephone communications (cable and fiber optic) and electrical. This scope of services is based upon the effort to provide SUE services for these utility systems: approximately 12,700 LF of underground utilities and 5,000 of overhead electric (distribution and transmission).

- (c) Utility services from the main utility to the right-of-way to service a lot or structure are not included within this scope of service nor the estimated utility linear footage previously shown.
 - (d) Identify and map the existing utility facilities located on existing utility poles within the project limits.
 - (e) Definitions:
 - (i) Quality Service Level D (QL-D) – This level of service consists of collecting existing utility record information (as-built) from utility purveyors, municipalities, counties and other agency suppliers within the area of investigation. Contact the TxDOT Permit Office to obtain available records of any utility crossing IH 35 within the project limits.
 - (ii) Quality Service Level C (QL-C) –This level of service consists of surveying and obtaining accurate horizontal position of visible utility surface features associated with the project area to be designated by the Engineer.
 - (iii) Quality Service Level B (QL-B Designating Services) – Designate is to indicate, by marking with paint, the presence and approximate horizontal location of subsurface utilities using geophysical prospecting techniques, including, without limitations, electromagnetic, sonic, and acoustical techniques.
 - (iv) Quality Service Level A (QL-A Locating (Test Hole) Services) – Locating services is to locate the accurate horizontal and vertical position of subsurface utilities by excavating a test hole using vacuum excavation techniques and equipment that is non-destructive to utilities.
2. The Engineer will develop a contact list of the affected utility owners in the project corridor.
 3. The Engineer will contact each utility company and meet individually with them to review their assumed utility locations developed from the SUE process. The Engineer shall attend the City monthly coordination meetings, as necessary for coordination. It is assumed up to three (3) meetings.
 4. The Engineer will prepare scroll plots indicating researched utility locations to provide to utility companies / owners for their review and comment.
 5. Utility Coordination (*provided by Cobb, Fendley & Associates*)
 - (a) Preliminary Engineering – Schematic Design – Melber Lane from Cameron to Cele Road
 - (i) Project Team Meeting. Utility Coordinator shall attend project team meeting to assist in identify utility risks and discuss alternatives. These meetings will include meeting preparation, travel time, and meeting.
 - (ii) Review & Analyze As-builts/Records. Utility Coordinator shall review and analyze utility as-builts secured by CP&Y for SUE phase
 - (iii) Create Existing Utility Layout. Utility Coordinator shall create an existing utility layout in the latest version of MicroStation V8 or AUTOCAD using base topo and proposed roadway and SUE files provided by CP&Y. This layout shall be in a strip map format (1"=100') and include all existing utilities in relation to proposed roadway alignment to assist in conflict assessment, monitor necessity of relocation and evaluate alternatives.
 - (iv) Preliminary Conflict Assessment. Utility Coordinator will perform a preliminary conflict assessment on the selected schematic configuration to determine utility conflicts within the proposed roadway alignment and itemize in *.xls format. A conflict strip map will be generated to correspond to conflict matrix.
 - (v) Initial Project Notification Letters. Utility Coordinator will prepare and mail written notification letters to all known Utility Owners within and adjacent to the project site for the selected configuration.
 - (b) Preliminary Engineering - 30% Design Phase – Melber Lane from Cameron to Pleasanton Parkway & Realignment of Cameron Road at intersection with Melber Lane
 - (i) Project Team Meeting. Utility Coordinator shall attend a project team meeting to identify utilities and assist in minimizing utility impacts. This meeting will include meeting preparation, travel time, and meeting minutes.
 - (ii) Updates to Existing Utility Layouts. Utility Coordinator shall update the existing utility layout in the latest version of Microstation V8 using the base topo files and 30% design files provided by CP&Y. This layout will be utilized to assist in conflict assessment, monitor necessity of relocations and evaluate alternatives.
 - (iii) 30% Conflict Assessment. Utility Coordinator shall update the preliminary conflict assessment and determine which utilities will conflict with roadway construction and City or County guidelines based on the 30% design plans and make the utility company aware of these conflicts. Utility Coordinator will be reviewing direct conflicts with proposed roadway improvements, constructability conflicts, and conflicts with current rules/guidelines.
 - (iv) Evaluate Relocation Alternatives. Utility Coordinator will evaluate alternatives in the adjustment of utilities balancing the needs of both the City and the Utility. Evaluation will include preparing high-level estimate of reimbursable utility adjustments anticipated on the project

- (v) Utility Coordination Meetings (Kick-Off Meeting and up to 4 Individual Utility Meetings). Utility Coordinator shall establish contact with existing utility companies within and adjacent to the Project and set up a Project Kick-Off Utility Coordination Meeting to discuss proposed roadway alignment. This meeting will include meeting preparation, travel time, meeting and follow-up meeting minutes. Utility Coordinate will set agenda for all coordination meeting as directed by the City and CP&Y. Utility Coordinator shall schedule individual follow-up meetings with up to four (4) utility owners within the project corridor with the most anticipated impacts, to discuss conflicts, mitigation measures, anticipated costs and schedule. These meetings will include meeting preparation, travel time, meeting and follow-up meeting minutes. Utility Coordinate will set agenda for all coordination meeting as directed by the City and CP&Y.
 - (vi) Coordinate Reimbursable and Non-Reimbursable Adjustment Forms. If a utility is located within an easement, the utility company may have a compensable interest. The utility company must furnish a copy of their easement document. Utility Coordinator will coordinate with the City to determine appropriate agreement forms and permits to be used on this project for both reimbursable and non-reimbursable utility adjustments. The relevant project information will be filled in on the agreed upon forms and forwarded on to each respective utility impacted on the project to review/use.
- (c) PS&E - 60% Design Phase – Realignment of Cameron at intersection with Melber Lane and Melber Lane from Cameron Road to first entrance to 1849 Park
- (i) Project Team Meeting. Utility Coordinator shall attend project team meeting to assist in minimizing utility impacts and discuss alternatives. This meeting will include meeting preparation, travel time, and meeting minutes.
 - (ii) Updates to Existing Utility Layouts. Utility Coordinator shall update the existing utility layout in the latest version of Microstation V8 using the base topo files and 60% design files provided by CP&Y. This layout will be utilized to assist in conflict assessment, monitor necessity of relocations and evaluate alternatives.
 - (iii) 60% Conflict Assessment. Utility Coordinator shall update the 30% conflict assessment and determine which utilities will conflict with roadway construction and City or County guidelines based on the 60% design plans and make the utility company aware of these conflicts. Utility Coordinator will be reviewing direct conflicts with proposed roadway improvements, constructability conflicts, and conflicts with current rules/guidelines.
 - (iv) Evaluate Relocation Alternatives. Utility Coordinator will evaluate alternatives in the adjustment of utilities balancing the needs of both the City and the Utility. Evaluation will include updating estimate of reimbursable utility adjustments anticipated on the project
 - (v) Utility Coordination Meetings (60% Utility Coordination Group Meeting and up to 4 Individual Utility Meetings). Utility Coordinator shall establish contact with existing utility companies within and adjacent to the Project and set up a 60% Utility Coordination Meeting to discuss proposed 60% PS&E Design. This meeting will include meeting preparation, travel time, meeting and follow-up meeting minutes. Utility Coordinate will set agenda for all coordination meeting as directed by the City and CP&Y. Utility Coordinator shall schedule individual follow-up meetings with up to four (4) utility owners within the project corridor with the most anticipated impacts, to discuss conflicts, mitigation measures, anticipated costs and schedule. These meetings will include meeting preparation, travel time, meeting and follow-up meeting minutes. Utility Coordinate will set agenda for all coordination meeting as directed by the City and CP&Y.
 - (vi) Coordinate Reimbursable and Non-Reimbursable Adjustments. Utility Coordinator will continue coordination with Utility Owners on required designs and agreement forms/permits for both reimbursable and non-reimbursable utility adjustments.
- (d) PS&E - 90% Design Phase – Realignment of Cameron at intersection with Melber Lane and Melber Lane from Cameron Road to first entrance to 1849 Park
- (i) Project Team Meeting. Utility Coordinator shall attend project team meetings to discuss utility relocation design and schedules to assist in project scheduling and sequencing. This meeting will include meeting preparation, travel time, and meeting minutes.
 - (ii) Updates to Existing Utility Layouts. Utility Coordinator shall update the existing utility layout in the latest version of Microstation V8 using the base topo files and 90% design files provided by CP&Y. This layout will be utilized to assist in conflict assessment, monitor necessity of relocations and evaluate alternatives.

- (iii) 90% Conflict Assessment. Utility Coordinator shall update the 60% conflict assessment and confirm which utilities will conflict with roadway construction and City or County guidelines based on the 90% design plans and make the utility company aware of these conflicts. Utility Coordinator will be reviewing direct conflicts with proposed roadway improvements, constructability conflicts, and conflicts with current rules/guidelines.
 - (iv) Review Utility Relocation Plans/Cost Estimates (up to 6). Utility Coordinator will review utility relocation plans and estimates to confirm all conflicts have been cleared and design meets City or County guidelines.
 - (v) Coordinate Reimbursable and Non-Reimbursable Adjustment Forms. Utility Coordinator will continue coordination with Utility Owners on relocation designs, required agreement forms/permits for both reimbursable and non-reimbursable utility adjustments and relocation schedule.
- (e) PS&E - 100% Design Phase – Realignment of Cameron at intersection with Melber Lane and Melber Lane from Cameron Road to first entrance to 1849 Park
- (i) Project Team Meeting. Utility Coordinator shall attend project team meetings to discuss utility relocation status and clearance date to assist in project bidding. This meeting will include meeting preparation, travel time, and meeting minutes.
 - (ii) Updates to Existing Utility Layouts. Utility Coordinator shall update the existing utility layout in the latest version of Microstation V8 using the base topo files and 100% design files provided by CP&Y. This layout will be utilized to assist in conflict assessment, monitor necessity of relocations and evaluate alternatives.
 - (iii) 100% Conflict Assessment. Utility Coordinator shall update the 90% conflict assessment and confirm no new conflicts with roadway construction and City or County guidelines based on the 100% design plans and make the utility company aware of any new conflicts. Utility Coordinator will be reviewing direct conflicts with proposed roadway improvements, constructability conflicts, and conflicts with current rules/guidelines.
 - (iv) Coordinate Reimbursable and Non-Reimbursable Adjustment Forms. Utility Coordinator will continue coordination with Utility Owners to review and secure required designs, agreement forms/permits for both reimbursable and non-reimbursable utility adjustments, and construction schedules.
- (f) Construction Phase
- (i) Utility Coordinator shall assist the *City & CP&Y* with addressing utility questions during construction
- (g) Project Management
- (i) Utility Coordinator shall prepare and submit bi-weekly progress summary reports itemizing Utility Coordination activities completed during that period and upcoming tasks (up to 20 email updates)
 - (ii) Utility Coordinator shall prepare monthly summary report and invoice (up to 10 months)

Excluded Services: The following services are not included with this proposal. If requested, they can be performed as an additional service.

- Survey and Subsurface Utility Engineering services
- Utility relocation design services
- Review and processing Utility Payment Requests
- Utility adjustment monitoring and verification

V. PROJECT MANAGEMENT

A. PROJECT MANAGEMENT *(provided by CP&Y, Inc.)*

1. Create and submit monthly invoices suitable for payment by the City.
2. Prepare monthly progress reports for submission with the monthly invoices to provide a written account of the progress made to date on the project.
3. Meet formally once a month with the City to review project progress.
4. Prepare project meeting summaries for applicable meetings during the project development process.
5. The Engineer will have internal meetings with the consultant design team every two weeks for the length of the project. It is assumed that these meetings will include key personnel from each discipline and will be required to discuss and resolve project issues.

6. The Engineer shall prepare and execute contracts with sub-consultants, monitor sub-consultants activities (staff and schedule), complete monthly reports and review and recommend approval of sub-consultant invoices.
7. Coordinate and review subconsultant work activities and submittals. The Engineer will review and coordinate work of sub-consultants to ensure quality products are delivered to the City. The Engineer will also be responsible for the consistency and coordination between plans developed by each sub-consultant on the design team.
8. The Engineer shall formally close out the project and perform a documented archive process.

VI. BID AND CONSTRUCTION PHASE SERVICES

A. BID PHASE SERVICES

1. The Engineer will coordinate with the City and TxDOT in all aspects of the Bid Package including but not limited to answering prospective bidder questions and preparing addenda as necessary.
2. The Engineer will attend one pre-bid meeting.
3. The Engineer will assist the City at contract bid opening.
4. The Engineer will tabulate the bids, research low bidder and make a recommendation of award to the City.

B. CONSTRUCTION PHASE SERVICES

1. Create and submit monthly invoices suitable for payment by the City.
2. The Engineer shall attend the pre-construction meeting.
3. The Engineer shall attend up to six (6) construction meetings as requested by the City.
4. The Engineer shall provide Construction Support Services at the written request of the City project manager. The written request shall include a description of the work requested, a mutually agreed upon time limit, a mutually agreed upon level of effort, a defined deliverable and any special instructions for coordination and submittal. These services shall include, but are not limited to the following:
 - Responding to requests for information (RFIs)
 - Providing redesign as directed by the City for Change orders and documentation
 - Other project related tasks in support of the City during construction

The Engineer shall provide minor redesign as requested by the City project manager. In the event that revisions are requested, and the work is considered to be additional to that set forth on the original contract or scopes of work, the Engineer shall prepare a budget and a schedule for the additional work requested. The Engineer shall not commence work on a task prior to receiving written approval by the City.

5. Review the Application for Payment and supporting documentation submitted by the Contractor, recommended to the Owner the amount that the Contractor is to be paid on monthly estimates as required by the Construction Contract. A fifteen (15) month construction schedule is assumed.

Such recommendation for payment to the Contractor shall not be a representation that the Engineer:

- (a) has made exhaustive or continuous on-site observations to check the quality or quantity of the Contractor's work,
- (b) has reviewed construction means, methods, techniques, sequences, or procedures,
- (c) has reviewed copies of invoices received from subcontractors, material suppliers or other data requested by the Owner to substantiate the Contractor's right to payment,
- (d) has ascertained how or for what purpose the Contractor has used monies previously paid by the Owner, or
- (e) has determined that title to any of the Contractor's work has passed to the Owner free and clear of any liens, claims, security interests or encumbrances.

6. Upon notice from the Contractor that the Contractor's work is ready for its intended use, conduct, in company with the Owner's representative and the Contractor, an inspection to determine if the work is substantially complete. If the Owner and the Engineer consider the work substantially complete, issue a certificate of substantial completion containing a list of required tasks for the Contractor to complete prior to issuance of certificate of final completion. Conduct a final inspection together with the Owner and the Contractor to determine if the work has reached final completion so that the Engineer may recommend final payment to the Contractor. If appropriate, make recommendations to the Owner for final payment to the Contractor.
7. Provide shop drawing review. The shop drawing submittals will be limited to those specifically called for in the construction contract documents (plans, standard specifications, special provisions to the standard specifications and special specifications). Such reviews will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto.
8. An engineer's concurrence letter and 11"x17" record drawings (one hard copy and a digital copy on CD) will be submitted to the Public Works Department. The Engineer and Contractor shall verify that all final revisions and changes have been made to the Mylar and digital copy prior to City submittal. Record construction drawings shall be provided to the City in digital format as AutoCAD ".dwg" files, MicroStation ".dgn" files or ESRI ".shp" files as well as PDF ".pdf" on CD. The set of Record Drawings, which are stamped by the Engineer, shall be the sole documents relied upon by the Owner as a reflection of the condition of the project location after completion of the construction activities.

VII. ADDITIONAL / OPTIONAL SERVICES (to be initiated via separate Notice to Proceed (NTP))

A. ROW Documents *(provided by CP&Y, Inc.)*

1. Develop the final ROW documents. The Surveyor will prepare up to eleven (11) parcel plats with metes and bounds descriptions signed and sealed by a Texas Registered Professional Land Surveyor for additional right-of-way acquisition along either side of the existing right-of-way corridor. The actual acquisition area will be delineated from information provided by the owner and verified in conjunction with Item IV.B. Additionally, the Surveyor will prepare parcel plats and metes and bounds for up to eleven (11) temporary construction easements contiguous with the previously stated right-of-way acquisition parcels. These parcels will also be delineated from information provided by the owner or prime consultant and verified in conjunction with Item IV.B.
2. The Surveyor will set monuments along the proposed additional right-of-way acquisition line as determined in Item VII.A.1. The Surveyor shall, at their discretion, use 5/8" diameter iron rods with aluminum caps stamped "Pflugerville ROW" or other durable entities for the monumentation as applicable. Aluminum caps will be provided to the Surveyor.

B. OPTIONAL ENVIRONMENTAL SERVICES *(provided by CP&Y, Inc.)*

1. Prepare a historic resource reconnaissance survey report (HRSR), including identification, evaluation, and documentation tasks, and an architectural survey report in accordance with the provisions of the Secretary of the Interior's Standards for the Identification, Evaluation, and Documentation (48 FR Parts 44716- 42). This scope of services includes surveys, research, and documentation efforts carried out in accordance with the Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation (Volume 48 of the Federal Register, 44716) to comply with Section 106 (Title 16, United States Code §470f) of the National Historic Preservation Act of 1966, as amended, and other state and federal historic preservation related laws and regulations. Although the Area of Potential Effect (APE) to be surveyed will be determined in consultation with the State, this scope of work anticipates the APE to include the project area and all parcels intersected by the Project. The HRSR will include the following:
 - (a) Prepare a Research Design to include a literature review to establish appropriate historical and cultural contexts for the project area, determine information requirements and direct the survey effort. The report will include discussion of previously designated historic properties within 1,300 feet of the project area to foster development of appropriate contextual analysis;
 - (b) Conduct a reconnaissance survey of each historic-age resource up to a maximum of 20 resources in the APE;

- (c) Photographic documentation for each historic resource. Each surveyed historic resource shall be recorded on an individual property survey sheet and contain: project name, address of resource, latitude-longitude of the property, direction of the photograph, style and type of resource, physical description of the property, recommendation of NRHP eligibility with Criteria, justification as to how the property meets or fails to meet the threshold for significance and integrity, resource integrity issues, a project ID number keyed to the project map, and any photography limitations;
 - (d) Completed HRSR will be suitable for THC submittal and will include preliminary assessment of whether any resources meet standards for inclusion in the NRHP, either individually or as part of a potential historic district. Report will include a comprehensive inventory of historic-age properties identified in the project APE, photographs and mapped locations of these historic-age properties and other documentation of sufficient detail and clarity to provide the State with a basis for making determinations of NRHP eligibility without requiring submission of additional documentation, or alternatively, make recommendations concerning the scope of the intensive survey if necessary to finalize NRHP determinations.
 - (e) Upon approval from City, the HRSR will be submitted to THC for review and approval and CP&Y will respond to any additional requests or inquiries from THC.
2. Based on II.3.a (Task 3.a) and resulting coordination with THC, the following cultural resource task would be prepared in compliance with the Antiquities Code of Texas (and the National Historic Preservation Act if there will be a federal permit). *(provided by CP&Y, Inc.)*
- (a) Antiquities Permit Application
 - (b) Archaeological Survey

An archaeological field survey of locations within the project area/APE recommended for survey will be conducted to meet THC survey standards. For the purposes of this proposal, several assumptions have been made regarding the fieldwork (see below). Subsurface explorations will be accomplished through shovel testing only. The placement and quantity of these excavations will depend on the level of disturbance within the proposed project boundary and the nature of the soils, geology, and topography.

If sites are encountered, a minimum of six shovel tests will be excavated per site. Shovel tests will be excavated to the depth of project impacts, to the bottom of Holocene-age sediments with the potential to contain subsurface archeological resources, or to the maximum depth practicable.

If an archaeological site is discovered during the investigations, it will be explored as much as possible with consideration to land access constraints. All discovered sites will be assessed in regard to potential significance so that recommendations can be made for proper management (avoidance, non-avoidance, or further work). Additional subsurface investigations will be conducted per THC standards at discovered sites to define horizontal and vertical boundaries. Appropriate State of Texas Archeological Site Data Forms will be filled out for each site discovered during the investigations. A detailed plan map of each site will be produced and locations will be plotted on U.S. Geological Survey 7.5-minute topographic maps and relevant project maps.

Artifacts will be tabulated, analyzed, and documented in the field, but not collected (except as noted below). Temporally diagnostic artifacts will be described in detail and photographed in the field. Only especially rare artifacts or discoveries will be collected. This policy will reduce curation costs once the fieldwork is concluded; however, as per the stipulations of the Antiquities Permit, all paperwork and photographs generated during field investigations must be curated at an approved repository

- (c) Assumptions/Considerations
 - (i) A maximum of two archaeological sites will be identified during the survey. If additional sites are encountered, the additional effort associated with investigating, documenting and recording these additional sites will be subject to a supplemental work authorization.
 - (ii) Backhoe trenching is not included in this cost proposal. The survey will determine if the project area contains the potential for deeply buried cultural deposits that would require backhoe trenching. If the survey finds that mechanical excavations are required to assess deeply buried cultural deposits, the additional effort will be subject to a supplemental work authorization.
 - (iii) Any reroutes resulting from the identification of significant cultural resources or changes in engineering design plans, which subsequently will require additional fieldwork, are not part of this cost proposal.
 - (iv) This scope does not include testing or data recovery excavations of sites discovered during the investigations.
- (d) Cultural Resources Report Preparation

Once reviews and fieldwork have been completed, the archeologist/Principal Investigator will prepare a draft report of the investigations. The archaeological report will conform to THC, NHPA, and Council of Texas Archeologists reporting standards.

(e) Cultural Resources Records Curation

Following acceptance of draft report by applicable regulatory agencies, project records will be prepared for permanent curation at the Texas Archeological Research Laboratory per the requirements of the Antiquities Code of Texas and TARL's *Stipulations and Procedures for the Preparation of Archeological Records and Photographs, Curation Supplies, and Sources*.

3. Waters of the U.S./Wetlands/Floodplains (provided by CP&Y, Inc.)

The Engineer will conduct due diligence investigations and perform a field survey to confirm the presence and extent of potentially jurisdictional waters and potentially jurisdictional wetlands within the project area. Investigation findings and survey results will be documented in a Jurisdictional Determination Report. Wetland delineations will be conducted using the three-parameter approach as outlined in the U.S. Army Corp of Engineers (USACE) Wetlands Delineation Manual (1987) and Regional Supplement to the Wetland Delineation Manual for the Great Plains Region (2010). *Preparation of an Individual Permit or a Pre-Construction Notification (PCN) to the USACE, including preparation of Preliminary Jurisdiction Determination Forms, is not included in this scope of work, and if required, would be completed under a supplemental work authorization.*

The draft Jurisdictional Determination Report will be submitted to the City for review. The Engineer will respond to up to two (2) rounds of review comments from the City. After addressing the City's review comments, a final report will be submitted to the City for inclusion in the project record.

4. Threatened and Endangered Species Habitat Assessment (provided by CP&Y, Inc.)

A survey of the project area will be conducted to identify potentially-suitable habitat for state and federally-listed threatened, endangered, and candidate plant and animal species. A Habitat Assessment Technical Report summarizing the habitat survey findings will be prepared. The technical report will include an analysis of the potential for project-related impacts to threatened and endangered species and to designated critical habitat. *Presence/absence surveys, Section 7 or 10 consultation, and coordination with the USFWS are not included in this scope of work. Should Section 7 or 10 consultation be required, a supplemental work authorization with an additional scope of work and budget will be needed.*

A draft Habitat Assessment Technical Report will be submitted to the City for review. The Engineer will respond to up to two (2) rounds of review comments from the City. After addressing the City's review comments, a final report will be submitted to the City for inclusion in the project record

5. Hazardous Materials Initial Site Assessment (provided by CP&Y, Inc.)

A database search and visual inspection will be conducted to assess the potential for encountering hazardous materials/contaminated materials within the project area. The results of the database search/visual inspection will be documented in a Hazardous Materials Initial Site Assessment Technical Report. The technical report will contain, if warranted, recommendations for further investigation and/or testing. *Should the City concur with the recommendation for testing and/or the preparation of a Phase I Environmental Site Assessment, the additional effort would be subject to a supplemental work authorization with an additional scope of work and budget.*

A draft Hazardous Materials Initial Site Assessment Technical Report will be submitted to the City for review. The Engineer will respond to up to two (2) round of review comments from the City. After addressing the City's review comments, a final report will be submitted to the City for inclusion in the project record.

EXHIBIT 1 - FEE SUMMARY FOR PROFESSIONAL SERVICES

Lump Sum Basis

Melber Lane Cameron Road to Pleasanton Parkway City of Pflugerville
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Task Description		Total Cost
TOTAL LABOR COSTS		
I. ROUTE AND DESIGN STUDIES		
Data Collection; Alignment Study; Schematic Project Layout	CP&Y	\$ 152,420.00
Geotechnical Services; Pavement Design	Corsair	\$ 35,869.46
Traffic Data Collection & Analysis	Not Included	\$ -
Hydrology & Hydraulics; Water Quality	CP&Y	\$ 52,380.00
I. ROUTE AND DESIGN STUDIES Subtotal		\$ 240,669.46
II. SOCIAL, ECONOMIC & ENVIRONMENTAL STUDIES AND PUBLIC INVOLVEMENT'		
Environmental Studies & Public Involvement	CP&Y	\$ 34,085.00
II. SOCIAL, ECONOMIC & ENVIRONMENTAL STUDIES AND PUBLIC INVOLVEMENT' Subtotal		\$ 34,085.00
III. PS&E		
Roadway Design Controls	CP&Y	\$ 48,890.00
Signing and Pavement Markings	CP&Y	\$ 14,810.00
Miscellaneous Roadway	CP&Y	\$ 20,710.00
Quantities and Summary Sheets	CP&Y	\$ 30,785.00
Standards, Specifications, Estimates and Bid Docs	CP&Y	\$ 21,440.00
III. PS&E Subtotal		\$ 136,635.00
IV. SURVEYING SERVICES		
Ground Survey; Project Controls	CP&Y	\$ 43,376.00
SUE	CP&Y	\$ 14,676.00
Utility Coordination	Cobb Fendley	\$ 42,750.00
IV. SURVEYING SERVICES Subtotal		\$ 100,802.00
V. PROJECT MANAGEMENT		
	CP&Y	\$ 53,460.00
V. PROJECT MANAGEMENT Subtotal		\$ 53,460.00
VI. Bid and Construction Phase Services		
	CP&Y	\$ 44,290.00
VI. Bid and Construction Phase Services Subtotal		\$ 44,290.00
SUBTOTAL LABOR EXPENSES		\$ 609,941.46
TOTAL EXPENSES		
	CP&Y	\$ 8,722.50
	Cobb Fendley	\$ 646.90
	Corsair	\$ 2,538.15
		0.00
SUBTOTAL EXPENSES		\$ 11,907.55
SUMMARY		
	CP&Y	\$ 540,044.50
	Cobb Fendley	\$ 43,396.90
	Corsair	\$ 38,407.61
	Kimley-Horn	0.00
	Horizon Environmental Services	\$ -
GRAND TOTAL - Lump Sum Services		\$ 621,849.01

ADDITIONAL / OPTIONAL SERVICES (to be initiated via separate Notice to Proceed (NTP))		
II. SOCIAL, ECONOMIC & ENVIRONMENTAL STUDIES AND PUBLIC INVOLVEMENT'		
Historic Reconnaissance Survey	CP&Y	\$ 21,090.00
Archeological Pedestrian Survey	Horizon Environmental Services	\$ 1,390.00
Waters of the US/Wetlands/Floodplains	CP&Y	\$ 6,822.00
Threatened and Endangered Species Habitat Assessment	CP&Y	\$ 5,982.00
Hazardous Materials Initial Site Assessment	CP&Y	\$ 4,077.00
II. SOCIAL, ECONOMIC & ENVIRONMENTAL STUDIES AND PUBLIC INVOLVEMENT' Subtotal		\$ 39,361.00
III. SURVEYING SERVICES		
ROW Boundary Analysis	CP&Y	\$ 3,000.00
ROE	CP&Y	\$ -
Review and Sign 11 Parcels / 11 TCE	CP&Y	\$ 8,000.00
Deed Research	CP&Y	\$ 3,150.00
Prepare 11 Parcels	CP&Y	\$ 16,500.00
Prepare 11 TCE	CP&Y	\$ 8,250.00
Look for Monuments	CP&Y	\$ 5,250.00
Set 30 Monuments	CP&Y	\$ 3,000.00
III. SURVEYING SERVICES Subtotal"		\$ 47,150.00
GRAND TOTAL - Additional / Optional Services (to be initiated via separate NTP)		\$ 86,511.00

EXHIBIT 1 - FEE SUMMARY FOR PROFESSIONAL SERVICES

Lump Sum Basis

Melber Lane Cameron Road to Pleasanton Parkway City of Pflugerville										
Fee Schedule/Budget for CP&Y, Inc.										
Task Description	Project Manager	Senior Engineer	Design Engineer	E.I.T.	Chief Hydrologist	CADD Operator	GIS Specialist	Environ Manager	Total Labor Hours	Total Direct Labor Costs
	\$210.00	\$170.00	\$130.00	\$110.00	\$205.00	\$130.00	\$105.00	\$195.00		
<i>I. ROUTE AND DESIGN STUDIES</i>										
A Data Collection										
A1 Site visits of project corridor and surrounding areas	6		12	16					34	\$ 4,580.00
A2 Develop photo inventory of project site for coordination				6					6	\$ 660.00
A3 Gather and review existing information	2	4	8	8					22	\$ 3,020.00
									62	\$ 8,260.00
B Alignment Study										
B1 Develop design criteria	1	3		4					8	\$ 1,160.00
B2 Develop three (3) alternative geometric configurations	12	40	60	100		24			236	\$ 31,240.00
Cost estimate development		2	8	40					50	\$ 5,780.00
B3 Produce three (3) exhibits depicting alternatives for review	4	8	16	32		40			100	\$ 13,000.00
									394	\$ 51,180.00
C Geotechnical Investigations										
Services to be provided by Corsair										\$ -
									0	\$ -
D Schematic Layout Development										
D0 Develop roadway design criteria and compile spreadsheet	1	1	2						4	\$ 640.00
D1 Calculate horizontal geometrics for project roadways	2	8	40	60		12			122	\$ 15,140.00
D2 Calculate vertical geometrics for project roadways	1	6	24	60		12			103	\$ 12,510.00
D3 Develop existing and proposed typical sections	1	4	12	16		12			45	\$ 5,770.00
D4 Develop schematic cross sections at 100' intervals	1	12	40	80					133	\$ 16,250.00
D5 Determine retaining wall limits	1	3	8	16					28	\$ 3,520.00
D7 Develop conceptual traffic control plan	2	8	12	24		12			58	\$ 7,540.00
D8 Develop proposed pavement edges	1	4	30	40		12			87	\$ 10,750.00
D9 Develop engineer's opinion of probable cost	2	4	8	24					38	\$ 4,780.00
D10 Prepare Schematic Layout plots of corridor	4	8	16	60		40			128	\$ 16,080.00
									746	\$ 92,980.00
E Traffic Data Collection, Analysis and Review										
NOT INCLUDED										\$ -
									0	\$ -
F Hydrology and Hydraulic Analysis										
a Hydrology - survey coordination		1	8	16					25	\$ 2,970.00
bi Hydrology - data collection - LOMR acquisition from FEMA		4		8					12	\$ 1,560.00
bii Site Visits / Field Observations (3)		9		9					18	\$ 2,520.00
c Hydrology - HMS - Update to Atlas 14 flows (2 crossings)		3	20	40					63	\$ 7,510.00
d Hydraulics										\$ -
di Wilbarger Crossings (1 crossings) (2 iterations each)		8	24	60					92	\$ 11,080.00
dii Outlet at Melber and Cameron Rd (1 crossing) (2 iterations each)		8	16	32					56	\$ 6,960.00
e Prelim Report										\$ -
Technical Write up		4	12	24					40	\$ 4,880.00
Determine Easements		8	20	40					68	\$ 8,360.00
Assess grading for Wilbarger segments (1 crossing)		2	8	16					26	\$ 3,140.00
f Final Report										\$ -
Technical Write up		4	4	20					28	\$ 3,400.00
									428	\$ 52,380.00
I. - SUBTOTALS										
HOURS SUB-TOTALS	41	166	408	851	0	164	0	0	1,630	\$ 204,800.00
SUBTOTAL	\$ 8,610.00	\$ 28,220.00	\$ 53,040.00	\$ 93,610.00	\$ -	\$ 21,320.00	\$ -	\$ -		\$204,800.00

EXHIBIT 1 - FEE SUMMARY FOR PROFESSIONAL SERVICES

Lump Sum Basis

Melber Lane Cameron Road to Pleasanton Parkway City of Pflugerville
Fee Schedule/Budget for Corsair Consulting LLC

TASK DESCRIPTION	SENIOR ENGINEER	DESIGN ENGINEER	ENGINEER IN TRAINING	ADMIN CLERICAL	TOTAL LABOR HRS.	TOTAL LABOR COST
FUNCTION CODE 102(110) – FEASIBILITY STUDIES						
ROUTE AND DESIGN STUDIES						
GEOTECHNICAL BORINGS AND INVESTIGATIONS						
Coordinate Soil Bore Locations/Utility Call-ins		2	4		6	\$684.52
Field Personnel During Drilling		10	15		25	\$2,899.70
Sample Classification, Laboratory Coordination and Boring Log Generation	5	10	15		30	\$3,866.25
Analysis and Design of Pavements	5	10	30		45	\$5,434.95
Analysis and Design of Bridges						
Preliminary Report Generation	10	15	0		25	\$3,929.60
Final Report Generation	10	10	10		30	\$4,309.90
Prepare Boring Log Sheets for Plan Set and Stamp	2		6		8	\$1,014.10
Invoicing/Admin	4			10	14	\$1,470.44
HOURS SUB-TOTALS	36	57	80	10	183	
CONTRACT RATE PER HOUR	\$193.31	\$133.10	\$104.58	\$69.72		
TOTAL LABOR COSTS	\$6,959.16	\$7,586.70	\$8,366.40	\$697.20		\$23,609.46
SUBTOTAL (FC 102(110))						\$23,609.46

UNIT COSTS	QUANTITY	RATE	UNIT			
Soil Boring/Rock Coring without TCP (<60 ft.)	70	\$32.00	LF			\$2,240.00
Soil Boring/Rock Coring with TCP (<60 ft.)	0	\$35.00	LF			\$0.00
Soil Boring/Rock Coring with TCP (>60 ft.)	0	\$40.00	LF			\$0.00
Borehole Grouting - Bentonite Chips	70	\$10.00	LF			\$700.00
Mobilization of Drilling Rig	1	\$350.00	EACH			\$350.00
Soluble Sulfate Content	14	\$50.00	EACH			\$700.00
Atterberg Limits Tests	35	\$70.00	EACH			\$2,450.00
Particle Size Analysis of Soils	35	\$75.00	EACH			\$2,625.00
California Bearing Ratio	2	\$300.00	EACH			\$600.00
Standard Proctor Test	2	\$210.00	EACH			\$420.00
Moisture Content of Soil	35	\$10.00	EACH			\$350.00
Unconfined Compressive Strength (Soil)	5	\$50.00	EACH			\$250.00
Determining the Amount of Material in Soils Finer than the 78 micrometer (No. 200) sieve	35	\$45.00	EACH			\$1,575.00
SUBTOTAL UNIT COSTS						\$12,260.00

7 Borings @ 10'

TOTAL	\$35,869.46
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EXHIBIT 1 - FEE SUMMARY FOR PROFESSIONAL SERVICES

Lump Sum Basis

Melber Lane From Cameron Road to Pleasonton Parkway City of Pflugerville											
Fee Schedule/Budget for CP&Y, Inc.											
Task Description	Project Manager	Senior Engineer	Environ Manager	Senior Environ Specialist	Environ Specialist	Senior Architectural Historian	Biologist	GIS Specialist	Admin / Clerical	Total Labor Hours	Total Direct Labor Costs
	\$210.00	\$170.00	\$235.00	\$138.00	\$120.00	\$135.00	\$105.00	\$100.00	\$95.00		
II. SOCIAL, ECONOMIC & ENVIRONMENTAL STUDIES AND PUBLIC INVOLVEMENT											
A A. ENVIRONMENTAL SERVICES											
A1 Environmental Constraints Analysis											
a) Obtain, review, and organize existing environmental constraints data.			1	1	1	2	2	6		13	\$ 1,573.00
b) Field Reconnaissance					4		4	2		10	\$ 1,100.00
c) Prepare a preliminary environmental constraints map using GIS			2	1		1	1	8		13	\$ 1,648.00
d) Prepare technical memorandum describing environmental constraints			2	2	6					10	\$ 1,466.00
e) Prepare preliminary evaluation of alignment alternatives			2	6			6			14	\$ 1,928.00
f) Coordination meetings			4	4						8	\$ 1,492.00
										68	\$ 9,207.00
A2 Cultural Resources (Provided by Horizon)			2			2				4	\$ 740.00
										4	\$ 740.00
B PUBLIC INVOLVEMENT											
B1 Compile, maintain, update stakeholder list	1		1					4	8	14	\$ 1,605.00
B2 Conduct one (1) open house public meeting											
Internal prep meeting	1		1	1		1	1	1	1	7	\$ 1,018.00
Attend public meeting	4	4	4		4		4			6	\$ 3,930.00
Prepare Fact Sheet	1		2	1						6	\$ 1,388.00
Prepare Location Map			1					2		3	\$ 435.00
Prepare Exhibit Boards	2		2					5	12	21	\$ 2,530.00
Prepare Miscellaneous Meeting Material									12	12	\$ 1,140.00
Prepare public meeting summary report	4		4	4					12	24	\$ 3,472.00
B3 Conduct two (2) MAPOs											
Prepare Miscellaneous Meeting Material	4		4						12	20	\$ 2,920.00
Attend MAPOs	6	6	6						6	24	\$ 4,260.00
MAPO summary report	1		2						8	11	\$ 1,440.00
										172	\$ 24,138.00
II. - SUBTOTALS											
HOURS SUB-TOTALS	24	10	40	20	15	6	18	28	83	244	\$ 34,085.00
SUBTOTAL	\$ 5,040.00	\$ 1,700.00	\$ 9,400.00	\$ 2,760.00	\$ 1,800.00	\$ 810.00	\$ 1,890.00	\$ 2,800.00	\$ 7,885.00		\$ 34,085.00
	Loaded Rates	\$ 682.27	\$ 552.31	\$ 448.35	\$ 389.87	\$ 438.60	\$ 341.13	\$ 324.89	\$ 308.65		
C OPTIONAL SERVICES											
C1 Historic Reconnaissance Survey	3		3			68		25	85	184	\$ 21,090.00
C2 Archeological Pedestrian Survey (Provided by Horizon)		5				4				9	\$ 1,390.00
C3 Waters of the US/Wetlands/Floodplains			2	4	10		40	4		60	\$ 6,822.00
C4 Threatened and Endangered Species Habitat Assessment			2	4	10		32	4		52	\$ 5,982.00
C5 Hazardous Materials Initial Site Assessment			1	4	24		2	2		33	\$ 4,077.00
										193	\$ 39,361.00
OPTIONAL SUBTOTALS											
HOURS SUB-TOTALS	3	5	8	12	44	72	74	35	85	338	\$ 39,361.00
SUBTOTAL	\$ 630.00	\$ 850.00	\$ 1,880.00	\$ 1,656.00	\$ 5,280.00	\$ 9,720.00	\$ 7,770.00	\$ 3,500.00	\$ 8,075.00		\$ 39,361.00

EXHIBIT 1 - FEE SUMMARY FOR PROFESSIONAL SERVICES

Melber Lane From Cameron Road to Pleasanton Parkway City of Pflugerville										
Fee Schedule/Budget for CP&Y, Inc.										
Task Description	Project Manager	Senior Engineer	Design Engineer	E.I.T.	Chief Hydrologist	Senior CADD Operator	CADD Operator	GIS Specialist	Total Labor Hours	Total Direct Labor Costs
	\$210.00	\$170.00	\$135.00	\$105.00	\$210.00	\$120.00	\$105.00	\$85.00		
III. PLANS, SPECIFICATIONS AND ESTIMATE										
A Roadway Design Controls										
A1 Miscellaneous Plans	-	-	-	-	-	-	-	-		\$ -
a Title Sheet	1	-	1	4	-	-	-	-	6	\$ 765.00
b Index of Sheets	1	-	1	6	-	-	-	-	8	\$ 975.00
c Project Layout 1"=200'	1	-	4	4	-	-	-	-	9	\$ 1,170.00
d Benchmark Layout 1"=200'	2	-	2	4	-	-	-	-	8	\$ 1,110.00
A2 Roadway Plans & Geometry	-	-	-	-	-	-	-	-		\$ -
a Existing Typical Sections	-	-	1	4	-	-	-	-	5	\$ 555.00
b Proposed Typical Sections	1	2	2	4	-	6	-	-	15	\$ 1,960.00
c Horizontal Data Sheet	1	-	1	2	-	-	-	-	4	\$ 555.00
d Melber Ln Plan & Profile Sheets 1"=100' H and 1"=10' V	2	4	10	28	-	8	4	-	56	\$ 6,770.00
e Cameron Rd Plan & Profile Sheets 1"=100' H and 1"=10' V	2	8	12	60	-	28	8	-	118	\$ 13,900.00
f Supplemental Grading Sheets 1"=40'	1	4	4	8	-	8	-	-	25	\$ 3,230.00
g Removal Sheets 1"=100'	-	1	4	6	-	-	-	-	11	\$ 1,340.00
A3 Grading and Details	-	-	-	-	-	-	-	-		\$ -
a 50-ft cross sections	2	4	16	60	-	-	-	-	82	\$ 9,560.00
b Intersection layouts (1 location) 1"=40'	1	1	2	8	-	8	4	-	24	\$ 2,870.00
c Driveway Details	-	1	1	4	-	-	-	-	6	\$ 725.00
d Driveway Profiles	-	1	1	4	-	-	-	-	6	\$ 725.00
e Miscellaneous roadway details	2	2	4	4	-	8	-	-	20	\$ 2,680.00
									403	\$ 48,890.00
B Signing, Markings and Signalization										
B1 Site visits of project and surrounding areas	-	-	-	-	-	-	-	-		\$ -
a Small Signing & Pavement marking layouts 1"=100'	4	6	12	30	-	16	24	-	92	\$ 11,070.00
b Pavement Marking Details	2	4	-	8	-	-	-	-	14	\$ 1,940.00
c Detail sheets for small signs	2	-	4	8	-	-	-	-	14	\$ 1,800.00
									120	\$ 14,810.00
C Miscellaneous Roadway										
C1 Traffic Control Plan	-	-	-	-	-	-	-	-		\$ -
a TCP Typical	2	2	-	10	-	16	-	-	30	\$ 3,730.00
b TCP Overview	-	1	-	10	-	8	-	-	19	\$ 2,180.00
c TCP Advanced Warning Layouts 1"=400'	-	2	-	6	-	-	4	-	12	\$ 1,390.00
d TCP Narrative for Sequence of Construction	2	6	-	-	-	-	-	-	8	\$ 1,440.00
e TCP Plans Sheets 1"=100'	4	8	16	28	-	12	8	-	76	\$ 9,580.00
f TCP Details - Non Standard	-	1	-	4	-	-	-	-	5	\$ 590.00
c Detail sheets for small signs	2	-	4	8	-	-	-	-	14	\$ 1,800.00
									164	\$ 20,710.00
D Quantities and Summary Sheets										
D1 Quantities	-	-	-	-	-	-	-	-		\$ -
a Traffic Control	-	-	2	4	-	-	4	-	10	\$ 1,110.00
b Earthwork	2	2	2	8	-	-	-	-	14	\$ 1,870.00
c Roadway	1	2	2	6	-	-	8	-	19	\$ 2,290.00
d Removal	-	1	1	8	-	-	8	-	18	\$ 1,985.00
e Drainage	1	2	-	4	-	4	-	-	11	\$ 1,450.00
f Culverts	1	2	-	4	-	4	-	-	11	\$ 1,450.00
g Signs	-	1	2	8	-	-	8	-	19	\$ 2,120.00
h Pavement Markings	1	2	-	8	-	-	8	-	19	\$ 2,230.00
i Erosion Control and SW3P	2	2	4	4	-	8	-	-	20	\$ 2,680.00
D2 Summary Sheets	-	-	-	-	-	-	-	-		\$ -
a Traffic Control	1	-	-	2	-	-	2	-	5	\$ 630.00
b Earthwork	-	-	-	2	-	-	2	-	4	\$ 420.00
c Roadway	1	1	-	2	-	-	2	-	6	\$ 800.00
d Removal	-	-	-	2	-	-	2	-	4	\$ 420.00
e Drainage	1	2	4	6	-	12	-	-	25	\$ 3,160.00
f Culvert Layouts	2	4	8	12	-	24	-	-	50	\$ 6,320.00
g Signs	-	-	-	2	-	-	2	-	4	\$ 420.00
h Pavement Markings	1	-	-	2	-	-	2	-	5	\$ 630.00
i Erosion Control and SW3P	1	1	-	2	-	-	2	-	6	\$ 800.00
									250	\$ 30,785.00
E Standards, Specifications, Estimates and Bid Docs										
E1 Standards, Specifications and Estimate	-	-	-	-	-	-	-	-		\$ -
a Download, Prepare and Modify Standards	1	2	-	16	-	-	-	-	19	\$ 2,230.00
b Specifications	4	16	-	4	-	-	-	-	24	\$ 3,980.00
c General Notes	4	12	-	2	-	-	-	-	18	\$ 3,090.00
d Preliminary Cost Estimate and item price identification	8	8	-	16	-	-	-	-	32	\$ 4,720.00
E2 Prepare contract bid documents and proposals	4	8	20	24	-	-	-	-	56	\$ 7,420.00
									149	\$ 21,440.00
HOURS SUB-TOTALS	71	126	147	470	0	170	102	0	1,086	\$ 136,635.00
SUBTOTAL	\$ 14,910.00	\$ 21,420.00	\$ 19,845.00	\$ 49,350.00	\$ -	\$ 20,400.00	\$ 10,710.00	\$ -		\$ 136,635.00

EXHIBIT 1 - FEE SUMMARY FOR PROFESSIONAL SERVICES

Melber Lane Pflugerville, Texas					
IV. SURVEYING SERVICES (A., B., C., and D.)					
Tasks	Classification	Hours	Rate	Cost	Totals
Project management	Project Manager	4	\$200.00	\$800	\$800
Project management	RPLS	50	\$150.00	\$7,500	\$7,500
Review	RPLS	20	\$150.00	\$3,000	\$3,000
Process control	Sr. CAD Technician	5	\$126.00	\$630	\$630
Process topo	Sr. CAD Technician	40	\$126.00	\$5,040	\$5,040
Manholes	Sr. CAD Technician	4	\$126.00	\$504	\$504
Field Check	Sr. CAD Technician	6	\$126.00	\$756	\$756
Right-of-entries	Sr. CAD Technician	0	\$126.00	\$0	\$0
Texas811	Sr. CAD Technician	1	\$126.00	\$126	\$126
Right-of-entries	Administrative Assist	0	\$84.00	\$0	\$0
Project Open and Invoice	Administrative Assist	5	\$84.00	\$420	\$420
Professional Office Staff Subtotal					\$18,776
Set control and 2 brass discs	2-man Survey Party	20	\$150.00	\$3,000	\$3,000
Topo	2-man Survey Party	45	\$150.00	\$6,750	\$6,750
Manholes	2-man Survey Party	4	\$150.00	\$600	\$600
Locate 7 bores	2-man Survey Party	8	\$150.00	\$1,200	\$1,200
Topo thickly wooded area	3-man Survey Party	40	\$180.00	\$7,200	\$7,200
Cross-sections - 4	3-man Survey Party	20	\$180.00	\$3,600	\$3,600
Cross-sections - 6	2-man Survey Party	15	\$150.00	\$2,250	\$2,250
Field Work Subtotal					\$24,600
Professional Services Total				\$43,376	\$43,376
Base Services Total					\$43,376
V. ADDITIONAL / OPTIONAL SERVICES (ROW DOCUMENTS)					
Optional Services	Classification	Hours	Rate	Cost	Totals
Right-of-way/Boundary Analysis	RPLS	20	\$150.00	\$3,000	\$3,000
Right-of-entry 11 Parcels	RPLS	0	\$150.00	\$0	\$0
Review and sign 11 parcels 11 TCE	RPLS	16	\$500.00	\$8,000	\$8,000
Deed Research	Sr. CAD Technician	25	\$126.00	\$3,150	\$3,150
Prepare 11 parcels (w/address comment)	Sr. CAD Technician	11	\$1,500.00	\$16,500	\$16,500
Prepare 11 TCE	Sr. CAD Technician	11	\$750.00	\$8,250	\$8,250
Look for monuments	2-man Survey Party	35	\$150.00	\$5,250	\$5,250
Set monuments (30)	2-man Survey Party	20	\$150.00	\$3,000	\$3,000
Optional Services Total					\$47,150

EXHIBIT 1 - FEE SUMMARY FOR PROFESSIONAL SERVICES

Lump Sum Basis

Melber Lane Cameron Road to Pleasanton Parkway City of Pflugerville											
Fee Schedule/Budget for CP&Y, Inc.											
Task Description	Project Manager	RPLS	Design Engineer	Sr. CADD Tech	3-Person Survey Crew	2-Person Survey Crew	Survey Crew with GPS	E.I.T.	Admin / Clerical	Total Labor Hours	Total Direct Labor Costs
	\$210.00	\$170.00	\$130.00	\$130.00	\$180.00	\$165.00	\$150.00	\$110.00	\$104.00		
IV. SURVEYING SERVICES											
H Utilities - SubSurface Utility Engineering											
Provide QL B SUE (~12,700 LF UG)						40				40	\$ 6,600.00
Provide QL B/C/D SUE (~5,000 LF OH)						8				8	\$ 1,320.00
Survey Data Collection							20			20	\$ 3,000.00
CAD				16						16	\$ 2,080.00
3 Project Management/Meetings/Admin	6								4	10	\$ 1,676.00
										40	\$ 14,676.00
III. - SUBTOTALS											
HOURS SUB-TOTALS	6	0	0	16	0	48	20	0	4	94	\$ 14,676.00
SUBTOTAL	\$ 1,260.00	\$ -	\$ -	\$ 2,080.00	\$ -	\$ 7,920.00	\$ 3,000.00	\$ -	\$ 416.00		\$14,676.00

EXHIBIT 1 - FEE SUMMARY FOR PROFESSIONAL SERVICES

Lump Sum Basis

MELBER LANE Preliminary Engineering (Schematic), Preliminary Engineering (30%) & PS&E Design (60%, 90% & 100%) City of Pflugerville							
Fee Schedule/Budget for Cobb-Fendley							
Task Description	Project Manager 1	Project Engineer 1	Utility Specialist	Senior Technician	Admin / Clerical	Total Labor Hours	Total Direct Labor Costs
	\$220.00	\$125.00	\$145.00	\$125.00	\$80.00		
IV. SURVEYING SERVICES							
5 UTILITIES - CobbFendley							
Preliminary Engineering - Schematic Design (Selected Configuration) Melber Lane from Cameron Road near the City's 1849 Park to its existing intersection at Cele Road							
5(a)(i) Project Team Meetings (up to 1)	2	2	2			6	\$ 980.00
5(a)(ii) Review & Analyze As-Built/Record Information			2			2	\$ 290.00
5(a)(iii) Create Existing Utility Layouts, using CP&Y roadway design and SUE files		2		10		12	\$ 1,500.00
5(a)(iv) Preliminary Conflict Assessment & Strip Map	2	16	2	10		30	\$ 3,980.00
5(a)(v) Initial Project Notification Letters			4		4	8	\$ 900.00
Preliminary Engineering - 30% Design Phase Ultimate four-lane divided section of Melber Lane from Cameron Road (Pecan Street) to Pleasanton Parkway and the realignment of existing Cameron Road at its proposed intersection with Melber Lane							
5(b)(i) Project Team Meeting (Up to 1)	2	2	2			6	\$ 980.00
5(b)(ii) Update Existing Utility Layouts		2		4		6	\$ 750.00
5(b)(iii) 30% Conflict Assessment & Strip Map	1	12	1	2		16	\$ 2,115.00
5(b)(iv) Evaluate Relocation Alternatives/High Level Cost Estimate	2	6	6		2	16	\$ 2,220.00
5(b)(v) Utility Coordination Meetings (Kick-Off Meeting and up to 4 individual meetings with utility owners with most significant impacts)	2	12	12		4	30	\$ 4,000.00
5(b)(vi) Coordination - Reimbursable and Non-Reimbursable Adjustment Forms			4			4	\$ 580.00
PS&E - 60% Design Phase Realignment of Cameron Road and one-half (two lanes) of the ultimate four lanes of Melber Lane from Cameron Road to the first entrance to the 1849 Park							
5(c)(i) Project Team Meeting (Up to 1)	2	2	2			6	\$ 980.00
5(c)(ii) Update Existing Utility Layouts		1		3		4	\$ 500.00
5(c)(iii) 60% Conflict Assessment & Strip Map	1	10	1	2		14	\$ 1,865.00
5(c)(iv) Evaluate Relocation Alternatives	1	4	4	2	1	12	\$ 1,630.00
5(c)(v) 60% Utility Coordination meeting (1 group meeting and up to 4 individual meetings with utility owners with most significant impacts)	2	12	12		4	30	\$ 4,000.00
5(c)(vi) Coordination - Reimbursable and Non-Reimbursable Adjustments			8			8	\$ 1,160.00
PS&E - 90% Design Phase Realignment of Cameron Road and one-half (two lanes) of the ultimate four lanes of Melber Lane from Cameron Road to the first entrance to the 1849 Park							
5(d)(i) Project Team Meeting (Up to 1)	2	2	2			6	\$ 980.00
5(d)(ii) Update Existing Utility Layouts		1		2		3	\$ 375.00
5(d)(iii) 90% Conflict Assessment & Strip Map	1	8	1	2		12	\$ 1,615.00
5(d)(iv) Review Relocation Plans/Detailed Cost Estimate (up to 6 utility relocations)	2	6	6		2	16	\$ 2,220.00
5(d)(v) Coordination - Reimbursable and Non-Reimbursable Adjustments		4	6			10	\$ 1,370.00
100% Design Phase							
5(e)(i) Project Team Meeting (Up to 1)	2	2	2			6	\$ 980.00
5(e)(ii) Update Existing Utility Layouts		1		1		2	\$ 250.00
5(e)(iii) 100% Conflict Assessment & Strip Map	1	4	1	2		8	\$ 1,115.00
5(e)(iv) Final Coordination - Reimbursable and Non-Reimbursable Adjustments/Construction		3	6		1	10	\$ 1,325.00
Construction Phase							
5(f)(i) Address utility questions during construction		8	4		2	14	\$ 1,740.00
Project Management							
5(g)(i) Prepare Bi-Weekly Progress Updates (20 email updates)		10				10	\$ 1,250.00
5(g)(ii) Prepare Monthly Summary Reports & Invoicing (10 months)	5					5	\$ 1,100.00
III. - SUBTOTALS							
HOURS SUB-TOTALS	30	132	90	40	20	312	\$ 42,750.00
DIRECT LABOR COSTS	\$ 6,600.00	\$ 16,500.00	\$ 13,050.00	\$ 5,000.00	\$ 1,600.00		
OVERHEAD AT PROVISIONAL RATE (0.00%)	\$ -	\$ -	\$ -	\$ -	\$ -		
TOTAL LABOR COSTS	\$ 6,600.00	\$ 16,500.00	\$ 13,050.00	\$ 5,000.00	\$ 1,600.00		
FIXED FEE (0.00%)	\$ -	\$ -	\$ -	\$ -	\$ -		
SUBTOTAL	\$ 6,600.00	\$ 16,500.00	\$ 13,050.00	\$ 5,000.00	\$ 1,600.00		\$ 42,750.00

EXHIBIT 1 - FEE SUMMARY FOR PROFESSIONAL SERVICES

Lump Sum Basis

Melber Lane Cameron Road to Pleasanton Parkway City of Pflugerville									
Fee Schedule/Budget for CP&Y, Inc.									
	Task Description	Project Manager	Senior Engineer	Design Engineer	E.I.T.	Admin / Clerical	Environ Manager	Total Labor Hours	Total Direct Labor Costs
		\$210.00	\$170.00	\$130.00	\$110.00	\$100.00	\$195.00		
	<u>V. PROJECT MANAGEMENT</u>								
A	Project Management (12 months)								
	A1 Create and submit monthly invoices	18	-			18		36	\$ 5,580.00
	A2 Prepare monthly progress reports	9	4					13	\$ 2,570.00
	Prepare schedule	4	-	6				10	\$ 1,620.00
	A3 Meet with City once a month	36	30				4	70	\$ 13,440.00
	A4 Prepare project meeting summaries	24	12	10			12	58	\$ 10,720.00
	A5 Meet with property owners, stakeholders, and City	12	12				12	36	\$ 6,900.00
	A6 Internal Design Team Meetings	12	12	10	10			44	\$ 6,960.00
	A7 Monitor and Review Sub-consultant invoices	8	-			4	2	14	\$ 2,470.00
	A8 Coordinate and Review Sub-consultant work products	6	2					8	\$ 1,600.00
	A9 Project Closeout	2	-	6		4		12	\$ 1,600.00
								301	\$ 53,460.00
	V.- SUBTOTALS								
	HOURS SUB-TOTALS	131	72	32	10	26	30	301	\$ 53,460.00
	SUBTOTAL	\$ 27,510.00	\$ 12,240.00	\$ 4,160.00	\$ 1,100.00	\$ 2,600.00	\$ 5,850.00		\$ 53,460.00

EXHIBIT 1 - FEE SUMMARY FOR PROFESSIONAL SERVICES

Melber Lane From Cameron Road to Pleasanton Parkway City of Pflugerville										
Fee Schedule/Budget for CP&Y, Inc.										
	Task Description	Project Manager	Senior Engineer	Design Engineer	E.I.T.	Admin / Clerical	Environ Manager	Total Labor Hours	Total Direct Labor Costs	
		\$210.00	\$170.00	\$135.00	\$105.00	\$104.00	\$195.00			
<u>VI. Bid and Construction Phase Services</u>										
A Bid Phase										
	A1	Coordinate with City during Bid Package	4	-	10	5	-	-	19	\$ 2,715.00
	A2	Attend pre-bid meeting	3	3	-	-	-	-	6	\$ 1,140.00
	A3	Assist City at contract bid opening	2	-	-	1	-	-	3	\$ 525.00
	A4	Tabulate bids, research low bidder, make recommendation	1	5	-	4	-	-	10	\$ 1,480.00
									38	\$ 5,860.00
B Construction Phase										
	B1	Create and submit monthly invoices (15 months)	6	-	-	-	10	-	16	\$ 2,300.00
	B2	Prepare for and attend pre-construction meeting	4	-	-	2	-	-	6	\$ 1,050.00
	B3	Attend up to 6 construction meetings	12	40	-	-	-	-	52	\$ 9,320.00
	B4	Respond to RFI's, make updates as agreed	8	-	20	60	-	-	88	\$ 10,680.00
	B5	Review Contractor Pay Applications (15 months)	6	-	20	-	-	-	26	\$ 3,960.00
	B6	Conduct final site visit for substantial completion	6	4	-	2	-	-	12	\$ 2,150.00
	B7	Provide shop drawing review	1	4	-	12	-	-	17	\$ 2,150.00
	B8	Develop as-builts	1	8	-	50	-	-	59	\$ 6,820.00
									260	\$ 36,130.00
VI. Bid and Construction Phase Services- SUBTOTAL										
	HOURS SUB-TOTALS		54	64	50	136	10	0	314	\$ 44,290.00
	SUBTOTAL		\$ 11,340.00	\$ 10,880.00	\$ 6,750.00	\$ 14,280.00	\$ 1,040.00	\$ -		\$ 44,290.00

EXHIBIT 1 - FEE SUMMARY FOR PROFESSIONAL SERVICES

Lump Sum Basis

Melber Lane Cameron Road to Pleasanton Parkway City of Pflugerville				
Expenses for CP&Y, Inc.				
Expense Item	Unit	Unit Cost	Amount	Total Cost
CADD Plotting	sf	\$1.50	4,500	\$ 6,750.00
Mylar Plots	lf	\$6.00		\$ -
Digital Ortho Plotting	lf	\$2.00		\$ -
11" X 17" Mylar	sheet	\$1.00		\$ -
8 1/2" X 11" B/W Paper Copies	sheet	\$0.10	500	\$ 50.00
11" X 17" B/W Paper Copies	sheet	\$0.15	200	\$ 30.00
8 1/2" X 11" Color Paper Copies	sheet	\$1.00	200	\$ 200.00
11" X 17" Color Paper Copies	sheet	\$1.80	200	\$ 360.00
Fax Copies	sheet	\$0.10		\$ -
Film and Development	roll	\$8.00		\$ -
4 X 6 Digital Color Prints	picture	\$0.50		\$ -
Oversized Digital Color Prints	picture	\$50.00		\$ -
Standard Postage	letter	\$0.44	50	\$ 22.00
Express Mail (Standard)	each	\$15.00	10	\$ 150.00
Express Mail (Oversized)	each	\$30.00	10	\$ 300.00
Deliveries	each	\$25.00	3	\$ 75.00
Airfare	each	\$200.00		\$ -
Rental Car	day	\$80.00		\$ -
Lodging	day	\$85.00		\$ -
Meals	day	\$36.00		\$ -
Mileage	mile	\$0.58	400	\$ 230.00
GPS Rental	day	\$80.00	3	\$ 240.00
HazMat Database Search	each	\$250.00	1	\$ 250.00
Deeds	each	\$1.00	40	\$ 40.00
Postage and Delivery	each	\$0.85	30	\$ 25.50
SUBTOTAL DIRECT EXPENSES				\$ 8,722.50

EXHIBIT 1 - FEE SUMMARY FOR PROFESSIONAL SERVICES

MELBER LANE				
From Cameron Road to Pleasanton Parkway				
City of Pflugerville				
Expense Item - Cobb-Fendley	Unit	Unit Cost	Amount	Total Cost
CADD Plotting	sf	\$ 1.50	150	\$ 225.00
Mylar Plots	lf	\$ 6.00	0	\$ -
Digital Ortho Plotting	lf	\$ 2.00	0	\$ -
11" X 17" Mylar	sheet	\$ 1.00	0	\$ -
8 1/2" X 11" B/W Paper Copies	sheet	\$ 0.10	50	\$ 5.00
11" X 17" B/W Paper Copies	sheet	\$ 0.15	100	\$ 15.00
8 1/2" X 11" Color Paper Copies	sheet	\$ 1.00	0	\$ -
11" X 17" Color Paper Copies	sheet	\$ 1.80	100	\$ 180.00
Fax Copies	sheet	\$ 0.10	0	\$ -
Film and Development	roll	\$ 8.00	0	\$ -
4 X 6 Digital Color Prints	picture	\$ 0.50	0	\$ -
Oversized Digital Color Prints	picture	\$ 50.00	0	\$ -
Standard Postage	letter	\$ 0.44	10	\$ 4.40
Express Mail (Standard)	each	\$ 15.00	0	\$ -
Express Mail (Oversized)	each	\$ 30.00	0	\$ -
Deliveries	each	\$ 25.00	1	\$ 25.00
Airfare	each	\$ 200.00	0	\$ -
Rental Car	day	\$ 80.00	0	\$ -
Lodging	day	\$ 85.00	0	\$ -
Meals	day	\$ 36.00	0	\$ -
Mileage	mile	\$ 0.550	350	\$ 192.50
GPS Rental	day	\$ 80.000	0	\$ -
HazMat Database Search	each	\$ 250.000	0	\$ -
				\$ -
Miscellaneous Project Related Expenses	NA	at cost	NA	\$ -
				\$ -
SUBTOTAL DIRECT EXPENSES				\$ 646.90

EXHIBIT 1 - FEE SUMMARY FOR PROFESSIONAL SERVICES

Lump Sum Basis

**Melber Lane
Cameron Road to Pleasanton Parkway
City of Pflugerville**

Fee Schedule/Budget for Corsair Consulting LLC

OTHER DIRECT EXPENSES - CORSAIR	QUANTITY	RATE	UNIT			
Lodging/Hotel - Taxes and Fees		\$35.00	day/person			\$0.00
Lodging/Hotel (Taxes/fees not Included)		\$94.00	day/person			\$0.00
Meals (Excluding alcohol & tips) (Overnight stay required)		\$55.00	day/person			\$0.00
Mileage	70	\$0.545	Mile			\$38.15
Traffic Control Services, Arrow Boards and Attenuator trucks - Medium Project	1	\$2,500.00	day			\$2,500.00
SUBTOTAL DIRECT EXPENSES						\$2,538.15

TOTAL \$2,538.15

Meibler Lane
Work Schedule

ID	Task Name	Duration	Start	Finish	Predecessors
0	Meibler Lane	633 days	Mon 3/30/20	Wed 8/31/22	
1	Start Date (Execution Date)		Mon 3/30/20		
2	Plans, Specifications & Estimates	266 days	Mon 3/30/20	Mon 4/5/21	
3	Preliminary Engineering	146 days	Mon 3/30/20	Mon 10/19/20	
4	Topographic / SUE Survey	37 days	Mon 4/6/20	Tue 5/26/20	1FS+1 wk
5	Alignment Study to Cele Road	61 days	Mon 3/30/20	Mon 6/22/20	
6	Environmental Services / Contraints Map & Memo	30 days	Tue 6/2/20	Mon 7/13/20	5FF+3 wks
7	30% Schematic Design to Pleasanton Pkwy	70 days	Tue 6/23/20	Mon 9/28/20	
8	Existing utility Layouts / Conflict Assessment / Strip Map	36 days	Mon 8/31/20	Mon 10/19/20	
9	30% Schematic Design Review	10 days	Tue 9/29/20	Mon 10/12/20	
10	Hydraulics/Hydrology/Final Drainage Memo	60 days	Tue 7/28/20	Mon 10/19/20	7FF+3 wks
11	ROW/Easement Acquisition	120 days	Tue 10/20/20	Mon 4/5/21	
12	60% PS&E	64 days	Tue 10/13/20	Fri 1/8/21	
13	60% Plan Development	39 days	Tue 10/13/20	Fri 12/4/20	
14	Evaluate Relocation Alternatives / Reimbursable and Non-Reimbursable Adjustment Coordination	35 days	Tue 10/20/20	Mon 12/7/20	
15	60% Internal QAQC	10 days	Mon 12/7/20	Fri 12/18/20	
16	60% City submittal	0 days	Fri 12/18/20	Fri 12/18/20	
17	60% City Review	3 wks	Mon 12/21/20	Fri 1/8/21	
18	90% PS&E & Final Plans	61 days	Mon 1/11/21	Mon 4/5/21	
19	90% Plan Development	26 days	Mon 1/11/21	Mon 2/15/21	
20	90% Internal QAQC	10 days	Tue 2/16/21	Mon 3/1/21	
21	90% City submittal	0 days	Mon 3/1/21	Mon 3/1/21	
22	90% City Review	2 wks	Tue 3/2/21	Mon 3/15/21	
23	Final Plans	3 wks	Tue 3/16/21	Mon 4/5/21	
24	Final Utility Adjustments	10 days	Mon 3/22/21	Fri 4/2/21	
25	Final Plan submittal	0 days	Mon 4/5/21	Mon 4/5/21	
26	Bid and Award Phase	39 days	Tue 4/6/21	Fri 5/28/21	
27	Bid and Award Phase Services	39 days	Tue 4/6/21	Fri 5/28/21	
28	Construction	326 days	Tue 6/1/21	Wed 8/31/22	
29	Issue NTP	0 days	Tue 6/1/21	Tue 6/1/21	
30	Substantial Completion	260 days	Wed 6/2/21	Tue 5/31/22	
31	Final Completion	66 days	Wed 6/1/22	Wed 8/31/22	

