

**PROFESSIONAL SERVICES AGREEMENT
FOR
ROWE 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, pursuant to and Klotz Associates, Inc. ("Consultant"), both of which may be referred to herein collectively as the "Parties".

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

I. DEFINITIONS

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

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

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

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

II. TERM

2.1 Unless sooner terminated in accordance with the provisions of this Agreement, the term of this Agreement shall commence on June 23rd, 2015 and terminate on December 31st, 2016.

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 B* which are incorporated by reference as if written and copied herein.

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

Termination, in whole or in part, should Consultant's work not be satisfactory to City Manager and/or his designee; however, City shall have no obligation to terminate and may withhold payment for any unsatisfactory work, as stated herein, even should City elect not to terminate. Nothing herein shall be construed as holding Consultant to a standard of care that is more stringent than the general accepted standard of professional skill and care ordinarily exercised by similarly situated professionals.

IV. COMPENSATION TO CONSULTANT

4.1 In consideration of Consultant's performance in a satisfactory and efficient manner, as determined solely by City Manager and/or his designee, of all services and activities set forth in this Agreement, City agrees to pay Consultant an amount not to exceed Two Hundred Seventy Eight Thousand Four Hundred Forty Eight Dollars and Thirteen Cents (\$278,448.13) as total compensation, to be paid to Consultant as further detailed in Exhibit 1.

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

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

V. OWNERSHIP OF DOCUMENTS

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

5.2 Consultant understands and acknowledges that as the exclusive owner of any and all such writings, documents and information, City has the right to use all such writings, documents and information as City desires, without restriction. Any reuse and/or modification 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: Dan Franz, P.E., CFM
City Engineer
P.O. Box 589
Pflugerville, Texas 78660

If intended for Consultant, to: Klotz Associates, Inc.
Attn: Ricardo Zamarripa, P.E.
Vice President
901 S. Mopac, Bldg. V, Ste. 220
Austin, Texas 78746

IX. INSURANCE

9.1 Prior to the commencement of any work under this Agreement, Consultant shall furnish copies of all required endorsements and an original completed Certificate(s) of Insurance to the City, which shall be clearly labeled "*Rowe 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

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

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

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

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

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

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

P.O. Box 589
Pflugerville, Texas 78691-0589

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

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

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

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

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

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

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

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

X. INDEMNIFICATION

10.1 CONSULTANT covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, or liability resulting from the negligent or intentional acts or omissions, intellectual property infringement, or failure to pay a subcontractor or supplier of the Consultant, its employees, agents and/or assigns. The acts may include personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to CONSULTANT'S activities under this Agreement, including any negligent or intentional acts or omissions of CONSULTANT, any agent, officer, director, representative, employee, consultant or subcontractor of CONSULTANT, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT CONSULTANT AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. This section is to be interpreted as to not obligate the engineer beyond that allowed by Texas Local Government Code Section 271.904.

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

10.2 Defense Counsel – Except for Professional Liability claims, City shall have the right to select or to approve defense counsel to be retained by CONSULTANT in fulfilling its obligation hereunder to defend and indemnify City, unless such right is expressly waived by City in writing. CONSULTANT shall retain City approved defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this Agreement. If CONSULTANT fails to retain Counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and CONSULTANT shall be liable for all costs incurred by City. City shall also have the right, at its option, to be represented by advisory counsel of its own selection and at its own expense, without waiving the foregoing.

10.3 Employee Litigation – In any and all claims against any party indemnified hereunder by any employee of CONSULTANT, any subcontractor, anyone directly or indirectly employed

by any of them or anyone for whose acts any of them may be liable, the indemnification obligation herein provided shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for CONSULTANT or any subcontractor under worker's compensation or other employee benefit acts.

10.4 Force Majure - City agrees that the CONSULTANT is not responsible for damages arising from any circumstances such as strikes or other labor disputes; severe weather disruptions, natural disasters, fire or other acts of God; riots, war or other emergencies; or failure of any third party governmental agency to act in timely manner not caused or contributed to by CONSULTANT.

XI. ASSIGNMENT AND SUBCONTRACTING

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

11.2 It is City's understanding and this Agreement is made in reliance thereon, that Consultant intends to use the following subcontractors in the performance of this Agreement: HVJ Associates, Inc., Chaparral Professional Land Surveying, Inc., Cox McLain Environmental Consulting, DCS Engineering, LLC, and Unintech Consulting Engineers, Inc. Any deviation from this subcontractor list, whether in the form of deletions, additions or substitutions shall be approved by City of Pflugerville City Council ("City Council"), as evidenced by passage of an ordinance, prior to the provision of any services by said subcontractor.

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

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

11.5 Any attempt to transfer, pledge or otherwise assign this Agreement without said written approval, shall be void ab initio and shall confer no rights upon any third person. Should Consultant assign, transfer, convey, delegate, or otherwise dispose of any part of all or any part of its right, title or interest in this Agreement, City may, at its option, cancel this Agreement and all rights, titles and interest of Consultant shall thereupon cease and terminate, in accordance with Article VII. Termination, notwithstanding any other remedy available to City under this Agreement. The violation of this provision by Consultant shall in no event release Consultant

from any obligation under the terms of this Agreement, nor shall it relieve or release Consultant from the payment of any damages to City, which City sustains as a result of such violation.

XII. INDEPENDENT CONTRACTOR

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

XIII. CONFLICT OF INTEREST

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

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

XIV. AMENDMENTS

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

XV. SEVERABILITY

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

XVI. LICENSES/CERTIFICATIONS

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

XVII. COMPLIANCE

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

XVIII. NONWAIVER OF PERFORMANCE

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

XIX. LAW APPLICABLE

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

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

XX. LEGAL AUTHORITY

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

XXI. PARTIES BOUND

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

XXII. CAPTIONS

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

XXIII. INCORPORATION OF EXHIBITS

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

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

XXIV. ENTIRE AGREEMENT

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

XXV. MISCELLANEOUS CITY CODE PROVISIONS

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

25.2 Franchise Tax Certification. A corporate or limited liability company Consultant certifies that it is not currently delinquent in the payment of any Franchise Taxes due under Chapter 171

of the *Texas Tax Code*, or that the corporation or limited liability company is exempt from the payment of such taxes, or that the corporation or limited liability company is an out-of-state corporation or limited liability company that is not subject to the Texas Franchise Tax, whichever is applicable.

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

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

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

EXECUTED and AGREED to as of the dates indicated below.

**CITY OF
PFLUGERVILLE**

CONSULTANT
Klotz Associates, Inc.

(Signature)



(Signature)

Printed Name: Brandon E. Wade

Printed Name: **Scott Dukette, P.E.**

Title: City Manager

Title: **Vice President**

Date: _____

Date: 6-10-2015

EXHIBIT A
SERVICES TO BE PROVIDED BY THE
CITY OF PFLUGERVILLE

ROWE LANE
CITY OF PFLUGERVILLE, TEXAS

From: SH 130
To: Martin Lane
Length: 1.5 miles
County: Travis

The existing facility is two lane with no shoulders and open ditch drainage. The proposed widening will maintain two lanes and open ditch drainage but add shoulders and turn lanes at locations to be determined during design. The project length is approximately 1.5 miles. No additional right-of-way (ROW) is anticipated for the project.

In conjunction with the services to be provided by the ENGINEER, as described in Exhibit B, the CITY shall provide the following, as available:

I. ROUTE AND DESIGN STUDIES

1. Provide background information for design including:
 - a. Proposed typical sections for all roadways (including cross streets)
 - b. Proposed pavement sections/design if available
 - c. As-built drawings if available

II. RIGHT-OF-WAY DATA

1. The CITY shall provide previous dedicated Rights-of-Way (ROW) parcel sketches, field notes for existing ROW (if available).
2. The CITY shall provide existing plans for CITY owned utilities within the project limits.

III. FIELD SURVEYING

1. Surveying - The CITY shall provide all existing surveys (if available) available to the ENGINEER.

IV. ROADWAY DESIGN CONTROLS

1. Estimate and Quantity Sheets and General Notes - The CITY will supply current specification and general notes if any for review by the ENGINEER. The ENGINEER will incorporate into the PS&E CITY specifications and general notes, as applicable.

VI. MISCELLANEOUS

1. Agreements – With direction and coordination provided by the CITY, the ENGINEER shall be responsible for securing necessary agreements pertaining to the utilities and traffic signals as necessary.
2. CITY shall provide copies of appropriate and applicable Standard sheets.
3. CITY shall relay approvals for local, regional, state and federal agencies and provide assistance, as necessary, to obtain necessary data, information, and approvals from the various agencies.
4. CITY shall provide reviews according to the following design plan review schedule:

PLAN REVIEW TURN-AROUND TIMES

Schematic Layout Review: 10 Business Days

PS&E Review: 10 Business Days

EXHIBIT B

SERVICES TO BE PROVIDED BY THE ENGINEER

ROWE LANE CITY OF PFLUGERVILLE, TEXAS

From: SH 130
To: Martin Lane
Length: 1.5 miles
County: Travis

The services to be provided by the ENGINEER include preparation of construction documents and a Technical Memo environmental document for the proposed construction of a widening of Rowe Lane from SH 130 to Martin Lane in Pflugerville, Texas. The existing facility is two lane with no shoulders and open ditch drainage. The proposed widening will maintain two lanes and open ditch drainage but add shoulders and turn lanes at locations to be determined during design. The project length is approximately 1.5 miles. No additional right-of-way (ROW) is anticipated for the project.

All work on the project shall conform to the applicable requirements of the City of Pflugerville and Travis County. All work to be performed under this work authorization shall be subject to review and approval by City of Pflugerville and Travis County.

The work required is described below according to each task to be performed.

SCHEMATIC AND PRELIMINARY STUDIES

- A. Data Collection** - The ENGINEER shall collect, review, and evaluate available data described below.
- a. Record Drawing plans, right-of-way maps, existing planimetric mapping, existing channel and drainage easement data, existing traffic counts, accident data, current unit bid price information, current special provisions, special specifications, and standard drawings.
 - b. Documents for existing and proposed development along proposed route from local municipalities and local ordinances related to project development.
 - c. Utility plans and documents from the City and appropriate municipalities and agencies.
 - d. Readily available flood plain information and studies from the Federal Emergency Management Agency (FEMA), the U. S. Army Corps of Engineers, local municipalities and other governmental agencies.
- B. Field Reconnaissance** - The ENGINEER shall conduct field reconnaissance and collect data including a photographic record of notable existing features.

C. Establish Project Criteria - Project specific criteria and information shall be documented by the ENGINEER. In general the project criteria shall follow relevant Texas Department of Transportation (TxDOT) criteria, per City request. The ENGINEER, in cooperation with the City and County, shall plan, attend, and document a criteria adoption meeting prior to the 30% milestone submittal at City offices. The meeting will provide for a brainstorming session in which decision makers, stakeholders and technical personnel shall discuss and agree on:

1. Roadway and drainage design parameters
2. Engineering and environmental constraints
3. Project development schedule
4. Other issues as identified by the City
5. Preliminary construction cost estimate

D. Geotechnical Report - The ENGINEER shall provide the field and design services necessary to provide a geotechnical report for the project. The ENGINEER will drill a total of sixteen (16) soil borings for pavement to depths of seven (7) feet below the existing ground surface approximately every 500 feet along the alignment. Total drilling footage is 112 feet.

The soil borings will be properly backfilled with bentonite chips and a single lift of cold patch asphalt where applicable. The soil samples will be obtained using Shelby Tubes and/or split-spoon samplers. Field-testing of soil samples will include pocket penetrometer in the cohesive soils and Standard Penetration Test (SPT) in the cohesionless soils.

All the field sampling and laboratory tests will be performed according to typical geotechnical standards, where applicable, or with other well established procedures. The ENGINEER will perform appropriate laboratory tests on soil samples recovered from the borings. Laboratory testing will include moisture content, liquid limit, plastic limit, unconfined compression, texas triaxials, and sieve analysis tests. In addition, the ENGINEER will test for sulfate content of the subgrade samples.

The ENGINEER will provide geotechnical analysis needed for pavement design. Additional detail regarding pavement design scope follows.

Pavement Design - The TxDOT pavement design procedure will be followed for the pavement design, using the FPS21 analysis program. The pavement design will include consideration of traffic loads to be estimated by The ENGINEER and The ENGINEER's geotechnical borings and lab testing results. The traffic data required includes current and projected traffic counts and truck percentages, for which the ENGINEER will obtain a current 24-hour traffic count on the roadway, including a breakdown by vehicle classification.

The ENGINEER will conduct Nondestructive Deflection Testing (NDT) with the Falling Weight Deflectometer (FWD) along the existing roadway (which corresponds to the proposed alignment) to calculate existing subgrade design parameters, as per TxDOT requirements. This data will also be used to finalize boring locations so that geotechnical data is collected based on changes in subgrade conditions identified in deflection profile plots of the NDT data.

The ENGINEER proposes to prepare three Asphalt Concrete Pavement design alternatives considering Flexible Base, HMAC Base, and Lime treated subgrade. Special attention to the high P.I. soil within the project limits is required. The latest Capital Area Pavement Engineering Council (CAPEC) design concepts and guidelines will be incorporated into the review of the expected high plasticity clay subgrades.

The ENGINEER will review the construction documents at the various submittal phases to confirm the pavement design recommendations are properly addressed and incorporated into the design.

Geotechnical Report Deliverables

The ENGINEER anticipates providing geotechnical and pavement design report including the following items:

- Site Vicinity map,
- Geology map,
- Plan of borings,
- Boring logs,
- Laboratory test results summary,
- Groundwater conditions,
- Generalized subsurface conditions,
- Pavement thickness design(s), and
- General earthwork recommendations.

E. Conceptual Schematic – The ENGINEER shall prepare a conceptual schematic in lieu of 30% plan sheets. The schematic shall show preliminary roadway and drainage features, as well as existing right of way and easements. The schematic will have readily available aerial photography as a background. The schematic will show plan view only, no roadway profile will be shown on the schematic. Preliminary typical sections will be shown on the schematic.

F. Environmental Studies

1. Investigate Environmental Considerations; Technical Memo Preparation

a. Archeological Resources

Archival research will be performed in the electronic and mapping files of the Texas Historical Commission (THC) Atlas Sites database, the Texas Archeological Research Laboratory (TARL), and/or any other relevant archives for information on previous cultural resource investigations conducted and previously recorded sites and historic properties in the vicinity of the project's Area of Potential Effect (APE). The results of this research will be integrated into the Environmental Technical Memo.

b. Water Resources

The ENGINEER will collect data on surface water streams and other existing water resources and the potential for pollution during construction and from the completed facility. The 100-year flood plain, as delineated by FEMA, will be identified and the impacts of the proposed project will be assessed. Potential for impacts to groundwater

will be discussed; no Geologic Assessment is required (the project is outside the Edwards Aquifer Recharge, Contributing, or Transition Zones).

Wetlands specialists will perform evaluations of wetlands and waters of the U.S. in all areas potentially affected by the proposed project. Wetland field delineations will be conducted and wetland data sheets will be prepared and included in the report appendix. This task will include a determination of the type of permit (if any) that will be needed from the U.S. Army Corps of Engineers (USACE). The permit determination will be summarized in the memo. Any 404 permit preparation would be carried out under an additional scope and budget.

c. Biological Resources

Biologists will describe project area biological resources including vegetation communities and wildlife habitat. Ecologically sensitive resources, including potential threatened or endangered species habitat, will be identified and their potential to be affected by project construction and operation will be assessed and described in the environmental report. A wildlife habitat assessment for suitability for endangered species will be conducted by THE ENGINEER. Because much of the project area has been previously disturbed, there is a low likelihood for suitable habitat, and no presence/absence surveys are anticipated.

d. Hazardous Materials

The ENGINEER will perform an ASTM E1527-compliant database search for potential hazardous materials sites within the proposed project footprint and regulatory radii.

e. Environmental Tech Memo Preparation/Comment Response

This task includes the writing and production of a complete Environmental Technical Memorandum, as well as revisions in response to comments from the City of Pflugerville, and Travis County. Only generalized, preliminary mitigation measures will be presented where adverse impacts may potentially occur; detailed mitigation plans are not part of this Scope of Services. This task includes the submittal of five (5) unbound copies of the draft environmental tech memo (the Engineer/City of Pflugerville review) and 5 unbound copies of the revised final tech memo.

2. Assumptions

- Any necessary rights-of-entry will be secured by the ENGINEER/surveyor.
- This scope assumes that no formal public involvement opportunities will be held for the proposed improvements as part of the environmental approval process.
- Assumes that a tech memo (for a project using only local {City} funds) would be adequate, and no NEPA document would be required.

3. Exclusions

The following tasks are not covered in this scope of work and may or may not be necessary. If deemed necessary, these tasks could be conducted under a separate or supplemental work authorization.

- Preparation of a NEPA document (CatEx, Environmental Assessment, or EIS);
- Formal Section 10(a) Endangered Species Act consultation, including preparation of a stand-alone Biological Assessment or Regional Habitat Conservation Plan participation agreement;

- Presence/absence surveys for endangered species;
- Construction phase services, including preparation of Environmental Permits, Issues and Commitments (EPIC) sheets;
- Work extending beyond the specified limits of the project at the time of this work order;
- Any Section 404 permit preparation or agency correspondence;
- Hazardous materials Phase I & Phase II ESAs;
- Reconnaissance or intensive historic structures surveys or assessments of eligibility, or management recommendations for any historic structures;
- Archeological site survey, testing, or data recovery services;
- Litigation support.

RIGHT OF WAY DATA AND UTILITY DESIGN

- A. Utility Layouts** – The ENGINEER will prepare existing utility plan view exhibits to be included in the PS&E submittal based on survey information and available as built data. The ENGINEER shall prepare drawings early in the design phase (60 %) to be used as exhibits in utility agreements. The exhibits shall be prepared using English units.

The ENGINEER shall show existing utilities, including those in conflict with construction on this project. The ENGINEER shall prepare plans to avoid or minimize utility adjustments, where feasible.

- B. Utility Conflict List** - The ENGINEER shall compile, maintain and update a Utility Conflict List. The ENGINEER shall provide the most current copy of the conflict list to the City at each milestone submittal, and shall assist the City in the coordination with utility companies to resolve conflicts. The Utility Conflict List shall identify the owner of the facility, the contact person (with address and telephone number), location of conflict (station and offset), type of facility, expected clearance date, status, effect on construction and type of adjustment necessary.

The ENGINEER will arrange and attend one utility coordination meeting.

No Subsurface Utility Engineering (SUE) data is anticipated with this project.

No Right of Way acquisition is anticipated with this project.

SURVEYING AND PHOTOGRAMMETRY

1. Horizontal and Vertical Control.

Establish primary and secondary horizontal and vertical control. Horizontal control will be based on State plane coordinates, Central Zone adjusted to surface using the TxDOT Travis County Combined Surface Adjustment Factor (1.0001). Horizontal control will be based on NAD 83 (CORS). Vertical control will be based on NAVD 88 (Geoid 09 or Geoid 12). All control work will be established using GPS (static / RTK / VRS) and conventional methods.

2. Apparent Right-of-Way

- a. Perform limited research of current tax rolls, plats, right-of-way (ROW) maps and deeds in order to compile record ROW documents. References to adjoining properties will be based upon current tax rolls.
- b. Perform a survey for fence corners, monuments, iron pins, etc. within the existing ROW and analyze to establish existing apparent right-of-way.
- c. Provide a preliminary base map in *.dgn format containing apparent ROW and adjoining tracts, which will be used by the ENGINEER to develop proposed improvements and its position relative to the existing and any proposed ROW. This preliminary base map will show approximate lot or property lines and land ownership data per Travis County Appraisal District Records.

3. Topographic and Improvement Survey

- a. Perform a topographic survey including cross sections at 50-foot intervals within the existing apparent right-of-way and 25 feet either side when easily accessible, ± 100 feet along side street intersections, ± 100 feet upstream and downstream at existing culvert crossings.
- b. Prepare a Digital Terrain Model (DTM). The DTM will contain all break lines such as: edge of pavement, curbs, retaining walls, centerline of roadway, apparent right-of-way, ditches, culverts, driveways, rip-rap, changes of slope or grade breaks and spot shot elevations as needed to ensure that the model represents the terrain and adequately maps existing features.
- c. In addition to the DTM, the following will be performed to provide a 2D topographic mapping file:
 - Submit locate requests and locate utilities identified by Texas811 (DigTess).
 - Locate improvements within the existing right-of-way, including drive entrances, lane striping, x, y and z locations of accessible existing sanitary sewer and storm sewer lines, visible surface evidence of utilities, and signs (including text) within the existing ROW along project limits.
 - Locate trees 8" diameter and larger within the ROW. Critical root zones (tree circles) will be shown in accordance with COA standards, unless other local or specific standards are provided to us. City understands that certain species of trees may be difficult to identify, particularly in winter months

No underground utility connections will be shown.

4. Survey Deliverables

The ENGINEER will deliver the following for this project:

- List of adjoining property owner names and addresses based upon current tax rolls.
- Control drawing on 11"x17" opaque mylar sheet(s) identifying the horiz/vertical control points and horiz/vert datum used. Drawing will be signed and sealed by a RPLS.
- Provide MicroStation V8i, 2D and 3D drawing files with an ASCII file, along with *.tin and *.dat files for the DTM model.
- Provide a pdf exhibit with ROW limits and adjacent owner information.

Survey Assumptions

- The ENGINEER will perform research of adequate thoroughness to support the determination of the location of the existing ROW and, and will obtain subdivision plats or deeds of record for adjoining properties based upon current tax maps. The ENGINEER will not perform research to identify and obtain existing easement documents, except those shown on recorded subdivision plats.
- Sufficient Right-of-Way / boundary monumentation needed to control the survey is recoverable, and in good condition.
- There are no encroachments, overlaps, gores or other issues affecting the Right-of-Way / boundary lines.
- The City will assist, as needed, in securing permission necessary for access on adjoining properties to gather topographic or boundary information that may be required.
- Chainsaw or machete use may be necessary for site-line clearing, and the client authorizes cutting of underbrush and small trees (less than 8 inches in diameter) within the existing ROW for this purpose. This statement will be included in all ROE documents. For those properties, if any, that do not allow trimming, additional services may be required to complete the survey.

ROADWAY DESIGN

- A. Typical Sections** - The ENGINEER shall refine the typical sections from the schematic for inclusion into the PS&E. The ENGINEER shall use the Design Speed, the Funding Category, Average Daily Traffic (ADT), Roadway Classification, Location Type, and the appropriate Design Criteria to refine the typical sections as set forth in the Roadway Design Manual. The existing typical section should be shown with current roadway (pavement, right of way, etc.) characteristics. The proposed typical sections shall be shown with all related pertinent information (pavement section, right of way, etc.) for the proposed roadway construction.
- B. Project Layout** at 1" = 200' scale
- C. Roadway Design** - The ENGINEER shall provide the design of Rowe Lane as described in the project limits and as shown on the schematic. The design shall be consistent with the project criteria determined in the preliminary phase. The ENGINEER shall provide roadway plan and profile drawings using CADD standards as required by the City. The drawings shall consist of a planimetric file of existing features and files of the proposed improvements. The roadway base map shall contain line work that depicts existing surface features obtained from the topographic file updated by the ENGINEER. Existing major subsurface and surface utilities shall be shown. Existing and proposed right-of-way lines shall be shown.
- D. Intersection Layouts** – The ENGINEER shall prepare Intersections layout at a scale of 1" = 50 feet horizontal detailing the geometric design at all street intersections (10 locations). The layouts shall include the pavement returns, geometrics, transition length, stationing, spot elevations, and pavement details.
- E. Driveway Details** – The ENGINEER will prepare Driveway Details for each driveway along the project corridor (eight locations). When possible these driveways will be defined in a tabular format. Unique driveways will require individual details defining their construction. The ENGINEER will also develop Driveway Profiles as required for the project. These

profiles will be developed to show driveway tie-back slopes, as well as limits for contractor's information.

- F. Cross Sections and Cut/Fill Quantities** - The ENGINEER shall develop an earthwork analysis to determine cut and fill quantities. The ENGINEER shall provide final design cross-sections (station interval: 100 feet). Cross-sections shall be delivered in standard Geopak format on 11"x17" sheets and electronic files. Cross sections and quantities shall consider existing pavement removals.
- G. Plan Preparation** - The ENGINEER shall prepare roadway plans, profiles and typical sections for the proposed improvements. This scope of services and the corresponding cost proposal are based on the ENGINEER preparing plans for a roadway widening. The following plans sheets shall be included as a minimum:
- a. Title Sheet
 - b. Project Layout (with Benchmarks)
 - c. Typical Sections
 - d. General Notes
 - e. Quantity Sheets
 - f. Traffic Control & Construction Sequence
 - g. Traffic Control Standards & Details
 - h. Plan Sheets
 - i. Roadway Standards & Details
 - j. Drainage Plans
 - k. Drainage Standards & Details
 - l. Existing Utility Layout
 - m. Utility Standards & Details
 - n. Pavement Markings and Signing Plans
 - o. Pavement Markings and Signing Standards & Details
 - p. EPIC Sheet
 - q. Erosion Control
 - r. Erosion Control Standards & Details
 - s. Cross Sections (submitted separately)

DRAINAGE DESIGN

- A. Drainage Area Maps** – The ENGINEER shall prepare drainage area maps that identify the offsite drainage area that drains to each cross drainage structure within the project limits. The drainage area maps shall include the acreage, calculated peak flows, and other pertinent hydrologic information.
- B. Culvert Analysis** - The ENGINEER shall analyze five (5) existing cross culverts using either HY-8. Bridge class culverts are not anticipated. The City will provide any existing HEC-RAS models available. The ENGINEER shall analyze the existing and proposed culverts for the design storm with a 100-year analysis check. It is assumed that the existing structures will be extended to meet the new roadway width, with no new additional barrels or replacement.

- C. **Ditch Design-** The ENGINEER shall design roadside ditches for the entirety of the project. The ENGINEER will determine drainage areas for each ditch segment and provide hydrologic, hydraulic and grading information data in a table. The ditches will attempt to design the ditches to keep the 100-year water surface elevation below the pavement structure where possible.
- D. **Culvert Layouts** – Culvert Layout Sheets will show the location of culvert, roadway alignment, utilities, and channel improvements as required. Profile information for the culvert will include size, slope, proposed and existing ground lines above the culvert, and hydraulic data. Five (5) cross culverts are estimated for this project. It is assumed that the existing structures will be extended only.
- E. **Floodplain Coordination** – The ENGINEER shall coordinate with the City and County Floodplain administrators on all floodplain related issues. Rowe Lane currently contains one area of Zone A near Texas Meadows Drive. No Map Revisions are anticipated with this project.
- F. **Storm Water Pollution Prevention Plan (SW3P)** - A SW3P will be developed for inclusion in the plans. Trees 8” or greater that will be removed will be identified on the SW3P.
- G. **E&S Control Specifications** - The ENGINEER will develop Erosion and Sediment Control Sheets.

SIGNING, MARKING AND SIGNALIZATION

- A. **Signing** - The ENGINEER shall prepare drawings, specifications, and details for all signs. Sign detail sheets shall be prepared for signs showing dimensions, lettering, shields, borders and corner radii. The ENGINEER shall provide a summary of small signs. The proposed signs shall be illustrated and numbered on plan sheets. Sign foundation shall be selected from TxDOT Standards.
 - 1. Signing and Marking Layout – All signing and pavement marking will be shown on plan sheets in accordance with TxMUTCD.
 - 2. Inventory – The ENGINEER shall inventory existing roadway signs.
 - 3. Summary of Small Signs Sheet – The ENGINEER shall complete the SOSS sheet.
 - 4. Sign Details – The ENGINEER shall detail non-standard signs required for this project per TxDOT standards
- B. **Pavement Markings** - The ENGINEER shall detail permanent and temporary pavement markings and channelization devices on plan sheets. Pavement markings shall be selected from the latest TxDOT standards.

MISCELLANEOUS

- A. **Title Sheet** – The ENGINEER shall prepare a title sheet formatted by the City to be used for the construction plans.

- B. Index of Sheets** – The ENGINEER will complete a detailed Index of Sheets that identifies each sheet location in the plan set, as well as its corresponding sheet number. The ENGINEER will update the Index of Sheets throughout the submittal process to allow for easier reference during the review process.
- C. Traffic Control Plan, Detours, and Sequence of Construction** - The ENGINEER shall prepare Traffic Control Plans (TCP) for the project. A detailed TCP shall be developed in accordance with the latest edition of the *Texas Manual on Uniform Traffic Control Devices*. The ENGINEER is to implement the current Barricade and Construction (BC) standards. The ENGINEER shall use Austin District standards.
1. The ENGINEER shall provide a written narrative of the construction sequencing and work activities per phase and determine the existing and proposed traffic control devices (e.g., regulatory signs, warning signs, guide signs, route markers, construction pavement markings, barricades, flag personnel, and temporary traffic signals) to be used to handle traffic during each construction sequence. The ENGINEER shall show proposed traffic control devices at grade intersections during each construction phase (e.g., stop signs, flag person, and signals). The ENGINEER shall show temporary roadways, ramps, structures, and detours required to maintain lane continuity throughout the construction phasing. Where detours are required, the ENGINEER shall develop typical cross-sections, calculate quantities, and show horizontal and vertical alignment information.
 2. Continuous, safe access to all properties during all phases of construction is mandatory.
 3. Existing bike and pedestrian access to be maintained during construction.
 4. The ENGINEER shall provide continuous and all weather access to property owners during construction.
- D. Estimate** - The ENGINEER shall prepare an estimate of probable construction cost. The estimate shall be prepared for the project at 30%, 60% and 90% and Final using MS Excel program. The MS Excel spreadsheet shall include columns with Austin District and statewide average low bid unit prices as well as the ENGINEER's unit price for each item.
- E. Specifications and General Notes** - The ENGINEER shall develop the list of standard specifications with the appropriate reference items from the estimate. The project will utilize the 2014 TxDOT Specification Book as a basis. The ENGINEER shall also identify the need for any special specifications, and special provisions. The ENGINEER shall prepare General Notes from the City and County master list of general notes.
- F. Construction Time Determination** - The ENGINEER shall prepare a construction contract time determination using either Microsoft Excel or Project at the 90% and Final submittal.

PROJECT DELIVERABLES

1. Geotechnical Report
2. Topographic Survey
3. Environmental Technical Memorandum
4. 30% Conceptual Schematic

5. 60%, 90% and Final Plan sets – Final Submittal to include two (2) full size and two (2) half size sets

BIDDING PHASE SERVICES

- A. Attend Pre-bid Meeting and Furnish Documents** – The ENGINEER will be present at the pre-bid meeting and furnish construction documents to prospective bidders.
- B. Respond to Bidder's Questions** - During the bid period all questions submitted to the ENGINEER will be answered.
- C. Prepare and Distribute Addenda** – The ENGINEER will produce an agenda and will distribute it too all bidders.
- D. Prepare Bid Tab and Letter of Recommendation** – The ENGINEER will analyze contractor bids, prepare bid tabulation, check references, and make recommendation for award to the apparent low bidder.

PROJECT MANAGEMENT

The ENGINEER will coordinate with the City and Travis County to complete the project. The ENGINEER shall conduct regular coordination meetings with the City. The ENGINEER shall prepare monthly invoices, bi-weekly progress reports, and updated schedules at relevant dates. The ENGINEER shall implement a QA/QC program throughout the project and will provide documentation of QC reviews upon request.

The ENGINEER will attend review meetings after receipt of all plan comments for each work product submittal at the 30%, 60% and 90% stages.

The ENGINEER will assist in the planning and preparation of the public open house and attend the meeting as a representative to the City and its staff. No formal presentation is anticipated at the open house.

ADDITIONAL SERVICES UPON REQUEST AND APPROVAL

CONSTRUCTION PHASE SERVICES

- A. Pre-Construction Meeting** – The ENGINEER will attend a pre-construction meeting to answer any questions the contractor may have at that time.
- B. Review construction submittals** – The ENGINEER will review shop drawings.
- C. Meetings** – The ENGINEER will attend monthly construction progress meetings.
- D. Site Visits** - The ENGINEER will visit the site prior to the monthly construction meetings.

- E. Requests for Information** – The ENGINEER will respond to RFI's during construction. RFI's shall be submitted to The ENGINEER in written format.
- F. Change Orders** - The ENGINEER will prepare change orders for City and Contractor approval.
- G. Final Walk-through/Punch List** – The ENGINEER will accompany the City on a final walk-through after substantial completion of the project is finished and develop a punch list of items to be completed.
- H. As-Built Plans** – The ENGINEER will prepare and submit final plans that reflect all field changes, change orders and contractor mark-ups.

CONSTRUCTION MATERIALS TESTING

The scope of material testing services anticipated for this project is as follows:

- Hot Mix Asphaltic Concrete
- Concrete
- Special Grading, Excavation, and Filling

The following assumptions were used in the preparation of this proposal:

- ENGINEER will not provide facilities for the initial curing of concrete test specimens in the field.
- ENGINEER will use the initial-curing facilities furnished by the contractor. ENGINEER can provide this service for an additional fee.
- The current plans for this project have not been developed, and quantities are estimated to base our proposal testing amounts on.

EXHIBIT C

Design Schedule

