

**PROFESSIONAL SERVICES AGREEMENT
FOR
LOWER NEW SWEDEN WASTEWATER INTERCEPTOR**

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 Miller Gray, LLC (“Consultant”), both of which may be referred to herein singularly as “Party” or collectively as the “Parties.”

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

I. DEFINITIONS

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

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

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

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

II. TERM

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

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

III. SCOPE OF SERVICES AND PROJECT SCHEDULE

Consultant agrees to provide the services described in this Article III entitled Scope of Services and Project Schedule in exchange for the compensation described in Article IV. Compensation. Scope of Services and Project Schedule are detailed in **Exhibit A** which are incorporated by reference as if written and copied herein. The terms and conditions of this Agreement shall control in the event of a conflict with any terms and conditions set forth therein.

All work performed by Consultant hereunder shall be performed to the satisfaction of the City Manager. The determination made by City Manager shall be final, binding and conclusive

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

IV. COMPENSATION TO CONSULTANT

4.1 In consideration of Consultant's performance in a satisfactory and efficient manner, as determined solely by City Manager, of all services and activities set forth in this Agreement, City agrees to pay Consultant an amount not to exceed **Two Hundred Forty Nine Thousand Five Hundred Sixty Two Dollars and Zero Cents (\$249,562.00)** as total compensation, to be paid to Consultant as further detailed in **Exhibit B**.

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

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

V. OWNERSHIP OF DOCUMENTS

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

5.2 Consultant understands and acknowledges that as the exclusive owner of any and all such writings, documents and information, City has the right to use all such writings, documents and information as City desires, without restriction. Any use of such writings, documents and information on extensions of this project or on any other project without specific adaptation by Consultant shall be at the City's sole risk and without liability to the Consultant.

VI. RECORDS RETENTION

6.1 Consultant and its subcontractors, if any, shall properly, accurately and completely maintain all documents, papers, and records, and other evidence pertaining to the services rendered hereunder (hereafter referred to as "documents"), and shall make such materials available to the City at their respective offices, at all reasonable times and as often as City may deem necessary during the Agreement period, including any extension or renewal hereof, and the record retention period established herein, for purposes of audit, inspection, examination, and making excerpts or copies of same by City and any of its authorized representatives.

6.2 Consultant shall retain any and all documents produced as a result of services provided hereunder for a period of four (4) years (hereafter referred to as "retention period") from the date of termination of the Agreement. If, at the end of the retention period, there is litigation or other questions arising from, involving or concerning this documentation or the services provided hereunder, Consultant shall retain the records until the resolution of such litigation or other such questions. Consultant acknowledges and agrees that City shall have access to any and all such documents at any and all times, as deemed necessary by City, during said retention period. City may, at its election, require Consultant to return said documents to City prior to or at the conclusion of said retention.

6.3 Consultant shall notify City, immediately, in the event Consultant receives any requests for information from a third party, which pertain to the documentation and records referenced herein. Consultant understands and agrees that City will process and handle all such requests.

VII. TERMINATION

7.1 For purposes of this Agreement, "termination" of this Agreement shall mean termination by expiration of the Agreement term as stated in Article II. Term, or earlier termination pursuant to any of the provisions hereof.

7.2 *Termination Without Cause.* This Agreement may be terminated by either Party upon 15 calendar days' written notice, which notice shall be provided in accordance with Article VIII. Notice.

7.3 *Termination For Cause.* Upon written notice, which notice shall be provided in accordance with Article VIII. Notice, City may terminate this Agreement as of the date provided in the notice, in whole or in part, upon the occurrence of one (1) or more of the following events, each of which shall constitute an Event for Cause under this Agreement:

7.3.1 The sale, transfer, pledge, conveyance or assignment of this Agreement without prior approval, as provided in Article XII. Assignment and Subcontracting.

7.4 *Defaults With Opportunity for Cure.* Should Consultant default in the performance of this Agreement in a manner stated in this section 7.4 below, same shall be considered an event of default. City shall deliver written notice of said default specifying such matter(s) in default. Consultant shall have fifteen (15) calendar days after receipt of the written notice, in accordance with Article VIII. Notice, to cure such default. If Consultant fails to cure the default within such fifteen-day cure period, City shall have the right, without further notice, to terminate this Agreement in whole or in part as City deems appropriate, and to contract with another consultant to complete the work required in this Agreement. City shall also have the right to offset the cost of said new Agreement with a new consultant against Consultant's future or unpaid invoice(s), subject to the duty on the part of City to mitigate its losses to the extent required by law.

7.4.1 Bankruptcy or selling substantially all of company's assets

7.4.2 Failing to perform or failing to comply with any covenant herein required

7.4.3 Performing unsatisfactorily

7.5 *Termination By Law.* If any state or federal law or regulation is enacted or promulgated which prohibits the performance of any of the duties herein, or, if any law is interpreted to prohibit such performance, this Agreement shall automatically terminate as of the effective date of such prohibition.

7.6 Regardless of how this Agreement is terminated, Consultant shall affect an orderly transfer to City or to such person(s) or firm(s) as the City may designate, at no additional cost to City, all completed or partially completed documents, papers, records, charts, reports, and any other materials or information produced as a result of or pertaining to the services rendered by Consultant, or provided to Consultant, hereunder, regardless of storage medium, if so requested by City, or shall otherwise be retained by Consultant in accordance with Article VI. Records Retention. Any record transfer shall be completed within thirty (30) calendar days of a written request by City and shall be completed at Consultant's sole cost and expense. Payment of compensation due or to become due to Consultant is conditioned upon delivery of all such documents, if requested.

7.7 Within forty-five (45) calendar days of the effective date of completion, or termination or expiration of this Agreement, Consultant shall submit to City its claims, in detail, for the monies owed by City for services performed under this Agreement through the effective date of termination. Failure by Consultant to submit its claims within said forty-five (45) calendar days shall negate any liability on the part of City and constitute a **Waiver** by Consultant of any and all right or claims to collect monies that Consultant may rightfully be otherwise entitled to for services performed pursuant to this Agreement.

7.8 Upon the effective date of expiration or termination of this Agreement, Consultant shall cease all operations of work being performed by Consultant or any of its subcontractors pursuant to this Agreement.

7.9 *Termination not sole remedy.* In no event shall City's action of terminating this Agreement, whether for cause or otherwise, be deemed an election of City's remedies, nor shall such termination limit, in any way, at law or at equity, City's right to seek damages from or otherwise pursue Consultant for any default hereunder or other action.

VIII. NOTICE

Except where the terms of this Agreement expressly provide otherwise, any election, notice or communication required or permitted to be given under this Agreement shall be in writing and deemed to have been duly given if and when delivered personally (with receipt acknowledged), or three (3) days after depositing same in the U.S. mail, first class, with proper postage prepaid, or upon receipt if sending the same by certified mail, return receipt requested, or upon receipt when sent by a commercial courier service (such as Federal Express or DHL Worldwide Express) for expedited delivery to be confirmed in writing by such courier, at the addresses set forth below or to such other address as either Party may from time to time designate in writing.

If intended for City, to:

City of Pflugerville
Attn: Brandon Pritchett
Utility Director
P.O Box 589
Pflugerville, Texas 78691

If intended for Consultant, to: Miller Gray LLC
Attn: Rachel Gray, MA, CFM
President/CEO
P.O. Box 303130
Austin, Texas 78703

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 “*Lower New Sweden Wastewater Interceptor*” 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: Hicks & Company. 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 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 will comply with the City’s Ethics Code.

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

XIV. AMENDMENTS

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

XV. SEVERABILITY

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

XVI. LICENSES/CERTIFICATIONS

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

XVII. COMPLIANCE

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

XVIII. NONWAIVER OF PERFORMANCE

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

XIX. LAW APPLICABLE

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

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

XX. LEGAL AUTHORITY

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

XXI. PARTIES BOUND

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

XXII. CAPTIONS

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

XXIII. INCORPORATION OF EXHIBITS

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

Exhibits "A-D" - 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; (ii) will not boycott Israel during the term of the contract; (iii) does not boycott energy companies; (iv) will not boycott energy companies during the term of the contract; (v) does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and (vi) will not discriminate during the term of the contract against a firearm entity or firearm trade association (Texas Government Code, Chapter 2271.002; 2274.002).

Company hereby verifies that it does not boycott Israel, and agrees that, during the term of this agreement, will not boycott Israel as this term is defined in the Texas Government Code, Section 808.001, as amended. Company hereby verifies that it does not boycott energy companies, and agrees that, during the term of this agreement, will not boycott energy companies as this term is defined in Texas Government Code, Section 809.001, as amended. Company hereby verifies that it does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association, and agrees that, during the term of this agreement, will not discriminate against a firearm entity or firearm trade association as those terms are defined in Texas Government Code, Section 2274.001, as amended.

Further, Company 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 Organizations.

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

**CITY OF
PFLUGERVILLE**

MILLER GRAY LLC

(Signature)

(Signature)

Printed Name: Sereniah Breland

Printed Name: Rachel Gray, MA, CFM

Title: City Manager

Title: President/CEO

Date: _____

Date: October 23, 2025

APPROVED AS TO FORM:



Charles E. Zech
City Attorney

DENTON NAVARRO RODRIGUEZ BERNAL SANTEE & ZECH, P.C.

Stan Springerley, Senior Associate Attorney



October 22, 2025

Jeff L. Dunsworth, PE, CFM, *Asst. Dir/City Eng.*
CIP Engineering Department
City of Pflugerville
P.O. Box 589
Pflugerville, TX 78691

Delivered via email at JeffD@pflugervilletx.gov

**Re: Proposal for Professional Engineering Services for
Lower New Sweden Wastewater Interceptor Project
Preliminary Engineer Report**

Dear Mr. Dunsworth,

Miller Gray LLC (MG) appreciates the opportunity to provide the City of Pflugerville with this proposal for preliminary engineering services for the Lower New Sweden Wastewater Interceptor project. The scope of services and fee estimate have been revised per your comments.

Please review the attached revised scope of services and fee estimate at your earliest convenience. If you have any questions or would like to discuss any aspect of the proposal, please contact us.

We look forward to working with you and the City on this endeavor.

Sincerely,

MillerGRAY

TBPE Firm Reg. No. F-16302

A handwritten signature in blue ink that reads "Rachel Gray".

Rachel Gray, MA, CFM
President/CEO

Attachments Scope of Services
 Fee Estimate
 Location Map
 Environmental Scope of Services

Cc: Brandon Pritchett, *Public Utility Director* – City of Pflugerville
 Romulus Atanasiu, *Sr. Project Manager* – City of Pflugerville
 Dale W. Gray, PE, *Principal* – Miller Gray
 Travis Wilson, PE, *Principal* – Miller Gray
 Elise Budd, PE, *Project Engineer* – Miller Gray

EXHIBIT A – SCOPE OF SERVICES
Lower New Sweden Wastewater Interceptor Project
City of Pflugerville

Project Understanding

Miller Gray understands that the City of Pflugerville, Texas (City) intends to install approximately 12,000 linear feet of 36-inch wastewater interceptor to serve growth and development within the upper Cottonwood West basin and allow for the decommissioning of the Cele Lift Station. This Preliminary Engineering Report (PER) will include alignment alternative analysis to be used to validate the proposed recommended alignment, confirm sizing of the proposed project, and provide a summary of potential conflicts and Risks.

Basic Services

Task 001 – Project Management

1. Project Management: Prepare project invoicing, schedule updates, and status reports.
2. Meetings: Miller Gray to provide agendas & meeting minutes. Meetings include submittal discussions, schedule updates, and overall project coordination, One (1) kickoff meeting, and up to seven (7) monthly progress meetings are included in this task.

Task 002 – Quality Assurance / Quality Control – Constructability

As part of Miller Gray's internal Quality Assurance (QA) protocol, MG and its subconsultants will provide Quality Control and Constructability (QC-C) in accordance with MG's internal policy and applicable City of Pflugerville policies. All formal work products including communications (excluding emails), reports, calculations, plans, cost estimates, and other deliverables will undergo review to ensure completeness and accuracy.

Task 003 – Preliminary Engineering Report

1. Data Gathering
 - a) *Collect and review record drawings of existing utilities, research and review existing public and private utility information, plats, property owners, and collect and review plans for nearby developments.*
 - b) *Collect and review GIS data provided by the City (topo and parcel info).*
 - c) *Collect plans and coordinate with other improvement projects along the alignment.*
 - d) *Conduct site visit.*
 - e) *Collect available USGS data.*
 - f) *Review Thoroughfare Plans from City and County and evaluate for potential conflicts.*
 - g) *FEMA 100 year-floodplain and buffers. MG will base floodplains on draft Atlas 14 floodplain restudies provided by Travis County.*
 - h) *Prepare base files with constraints identified.*
 - i) *Incorporate environmental constraints, including all Travis County environmental and waterway setbacks.*
 - j) *Gather existing Geotech info from City and nearby developments.*

2. Review Interceptor Sizing

- a) *Review the City's 2025 Wastewater Master Plan and the projected flows through the interceptor.*
- b) *Recalculate and project the interceptor flows based on the City's established criteria and known developments.*
- c) *Size the line based on flows and slopes, accounting for constraints including City of Pflugerville and Travis County Transportation Master Plans.*
- d) *Confirm sewershed boundaries.*

3. Utility/Stakeholder Coordination

- a) *Identify anticipated affected stakeholders and prepare parcel map for project area property owners for each alternative.*
- b) *Identify utility crossings and potential conflicts summarized in a Utility Conflict Assessment Log.*
- c) *Identify potentially required federal, state, and local requirements.*
- d) *Summary of permitting requirements prepared as a permitting log/timetable.*

4. Alignment Evaluation

- a) *Identify up to three (3) alternative interceptor alignments, including connections from interceptor to each lift station.*
- b) *Calculate interceptor depths and confirm gravity conveyance from within sewershed boundaries (access points).*
- c) *Prepare permanent and temporary construction easement recommendations for each alternative summarize easements recommended for each alternative.*
- d) *Prepare a Class 4 preliminary Engineer's Opinion of Probable Construction Cost (OPCC) for each alignment in accordance with the Association for the Advancement of Cost Engineering (AACE).*
- e) *Develop GIS exhibits including the proposed alignment options and easements, aerial imagery, other utilities and infrastructure within the area, and publicly available Travis County Appraisal District information.*
- f) *Provide a schedule for final design and construction with suggested phasing.*
- g) *Identify maintenance and construction access points to establish continuous vehicle routes for future maintenance activities.*
- h) *Evaluate construction methods with recommendations including trenchless (tunneling) methods anticipated under creeks (waterways) & roadways.*
- i) *Evaluate pipeline material types with recommendations including costs considerations.*

5. Risk Matrix

Identify potential risks based on likelihood and severity rankings which can impact the project's schedule, cost, health, safety, utility encroachment approvals, or permitting delays and submit for interim approval.

6. PER

- a) *Submit Table of Contents to the City for interim approval.*
- b) *Prepare a Preliminary Engineering Report (PER) summarizing the findings and recommendations of the sewer line sizing, proposed alignment, construction methods, conflicts, permitting agencies required, and recommended easements needed for the project.*
- c) *Conduct one (1) draft PER review workshop with City Staff (with Powerpoint).*
- d) *Finalize PER for submittal to City with response to comments.*

Deliverables

Digital copies (PDFs) of the Table of Contents – Interim
Digital copies (PDFs) of the Risk Matrix
Digital copies (PDFs) of the Preliminary Engineering Report – Draft
Digital copies of Powerpoint Presentation
Digital copies (PDFs) of the Preliminary Engineering Report - Final

Special Services

Environmental Services (Hicks & Company)

Work will involve conducting a desktop environmental constraints evaluation to determine potential impacts from the proposed project to any protected ecological and cultural resources, including archeological and historic resources, as well as hazardous materials sites, and to identify potential environmental permitting requirements that could apply. The environmental services would include the tasks outlined below.

- Antiquities Code of Texas Compliance, including desktop studies to identify historical structures and/or features
- Endangered Species Act Compliance
- Waters of the U.S. Desktop Review
- Hazardous Materials Desktop Initial Site Assessment
- Constraints Evaluation Technical Memorandum with recommendations for completing Section 106 SHPO & WIFIA PEA documentation for future WIFIA funding

Additional subconsultants identified through the execution of the tasks described above will be provided under a separate Additional Service Request.

Special Conditions

In preparing this proposal, MG has made the following assumptions:

1. Client will provide all criteria and full information as to the City's requirements for the Project, including constraints, space, and capacity requirements; and furnish copies of all design and construction standards which the City will require to be included in the PER.
2. Client will provide known public projects and private development projects within subject area that may impact the project.
3. MG's attendance at public hearings, meetings, or presentations is not required.

The following items are not included in this proposal:

1. Final engineering design and construction documents, and/or permitting other than described above.
2. Right of Entry, easement acquisition and negotiation, and property owner communications.
3. Federal permitting: Section 404 Permitting for Waters of the US or FEMA permitting services (CLOMR, LOMR, etc.)
4. Floodplain modeling – it is assumed Travis County will provide a copy of the draft Cottonwood Creek FEMA Remapping study and MG will use that data to approximate the Atlas 14 floodplain.
5. Environmental Phase 1 site assessments or Geological studies.
6. Other professional services: Land Surveying, Geotechnical Investigations, Subsurface Utility Engineering (SUE).

The preceding items may be provided under a separate Additional Service Request, if found to be necessary or are requested by the Client.

Compensation

The scope of services will be provided for the estimated fee amount of \$249,527 including subconsultants and subconsultant markup, and a reimbursable expense allowance for Hicks & Company of \$35 for a **Total Estimate Fee of \$249,562**. Estimated fee by task is shown in the Fee Estimate included as Attachment B. All time will be billed on an Hourly Not-to-Exceed basis in accordance with the provisions of the Professional Services Agreement.

Project Schedule

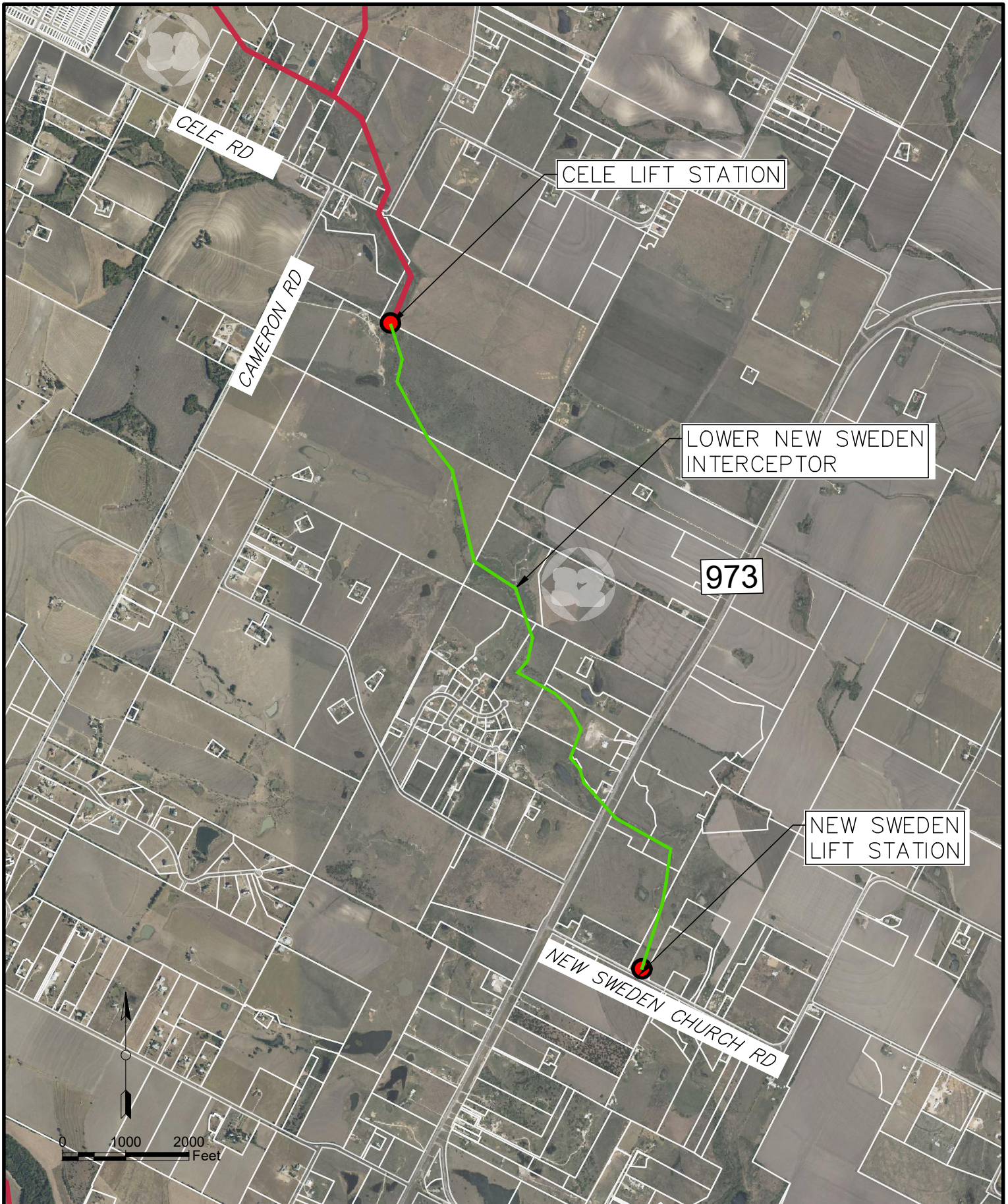
Professional work will be completed 270 days from authorization. A draft report will be available for review by the City 210 days from authorization. A detailed project schedule in Microsoft Project will be provided with clearly identified milestones following authorization.

City of Pflugerville
Lower New Sweden Wastewater Interceptor
Exhibit B - FEE ESTIMATE
10/22/2025



Task No.	Task or Work Product Description	Sr. Project Manager / Engineer	Project Manager / Engineer	Engineering Staff (EIT)	Sr. CAD Designer	CAD Designer	CAD Technician	Administrative	Miller Gray Labor Cost	Subconsultant	Subconsultant Markup	Total Task Cost
		\$275	\$200	\$130	\$140	\$115	\$100	\$85			5%	
I. Basic Services												
1.0	Project Management											
1.1	Project Management	8	16					6	\$ 5,910	\$ -	\$ -	\$ 5,910
1.2	Meetings (assume 8)	8	24	16					\$ 9,080	\$ -	\$ -	\$ 9,080
	Task 1.0 Subtotal	16	40	16	0	0	0	6	\$ 14,990	\$ -	\$ -	\$ 14,990
2.0	Quality Assurance/Quality Control-Constructability											
2.1	QC Reviews	40							\$ 11,000	\$ -	\$ -	\$ 11,000
	Task 2.0 Subtotal	40	0	0	0	0	0	0	\$ 11,000	\$ -	\$ -	\$ 11,000
3.0	Preliminary Engineering Report											
3.1	Data Gathering											
3.1.1	Collect and review record drawings		8	8	8				\$ 3,760	\$ -	\$ -	\$ 3,760
3.1.2	Collect and review GIS data	2	2	2	4				\$ 1,770	\$ -	\$ -	\$ 1,770
3.1.3	Coordinate with other improvement projects		4	4					\$ 1,320	\$ -	\$ -	\$ 1,320
3.1.4	Conduct site visit	6	6	16					\$ 4,930	\$ -	\$ -	\$ 4,930
3.1.5	Collect USGS data		2	4					\$ 920	\$ -	\$ -	\$ 920
3.1.6	Review Thoroughfare Plan (CoPf & Travis County)	2	8	8					\$ 3,190	\$ -	\$ -	\$ 3,190
3.1.7	FEMA 100-year floodplain (TC Atlas14 Restudy Data)		2	8					\$ 1,440	\$ -	\$ -	\$ 1,440
3.1.8	Prepare Base Files		20	40	80				\$ 20,400	\$ -	\$ -	\$ 20,400
3.1.9	Incorporate Environmental Constraints		4	24					\$ 3,920	\$ -	\$ -	\$ 3,920
3.1.10	Gather existing Geotech info (limited data)		8	12					\$ 3,160	\$ -	\$ -	\$ 3,160
3.2	Review Interceptor Sizing											
3.2.1	Review the City's 2025 Wastewater Master Plan	2	8	16	8				\$ 5,350	\$ -	\$ -	\$ 5,350
3.2.2	Recalculate and project the interceptor flows	2	12	24					\$ 6,070	\$ -	\$ -	\$ 6,070
3.2.3	Size the line based on flows and slopes	1	4	8					\$ 2,115	\$ -	\$ -	\$ 2,115
3.2.4	Confirm Sewershed boundaries	1	4	12					\$ 2,635	\$ -	\$ -	\$ 2,635
3.3	Utility/Stakeholder Coordination											
3.3.1	Identify anticipated affected stakeholders	2	16	16					\$ 5,830	\$ -	\$ -	\$ 5,830
3.3.2	Identify utility crossings and potential conflicts	4	48	48					\$ 16,940	\$ -	\$ -	\$ 16,940
3.3.3	Identify federal, state, and local requirement	2	16	16					\$ 5,830	\$ -	\$ -	\$ 5,830
3.3.4	Permitting log/timetable	2	8	16					\$ 4,230	\$ -	\$ -	\$ 4,230
3.4	Alignment Evaluation											
3.4.1	Identify up to three (3) alternative alignments	4	60	60	16				\$ 23,140	\$ -	\$ -	\$ 23,140
3.4.2	Calculate depths and confirm gravity conveyance	2							\$ 550	\$ -	\$ -	\$ 550
3.4.3	Easement Recommendations	6	8	16					\$ 5,330	\$ -	\$ -	\$ 5,330
3.4.4	Class 4 EOPCC	2	6	12					\$ 3,310	\$ -	\$ -	\$ 3,310
3.4.5	GIS Exhibits		8	8	80				\$ 13,840	\$ -	\$ -	\$ 13,840
3.4.6	Project schedule (incl. const. rates & schedules)	4	12	24					\$ 6,620	\$ -	\$ -	\$ 6,620
3.4.7	Identify maintenance & const. access points	2	12	12	8				\$ 5,630	\$ -	\$ -	\$ 5,630
3.4.8	Evaluate construction methods	2	16	24					\$ 6,870	\$ -	\$ -	\$ 6,870
3.4.9	Evaluate material types	2	16	24					\$ 6,870	\$ -	\$ -	\$ 6,870
3.5	Risk Matrix	2	8	12					\$ 3,710	\$ -	\$ -	\$ 3,710
3.6	Preliminary Engineering Report											
3.6.1	Submit Table of Contents	1	2	4					\$ 1,195	\$ -	\$ -	\$ 1,195
3.6.2	Prepare a PER	8	80	160					\$ 39,000	\$ -	\$ -	\$ 39,000
3.6.3	Draft PER review workshop	2	8	8					\$ 3,190	\$ -	\$ -	\$ 3,190
3.6.4	Finalize PER	2	16	24	6			4	\$ 8,050	\$ -	\$ -	\$ 8,050
	Task 3.0 Subtotal	65	432	670	210	0	0	4	\$ 221,115	\$ -	\$ -	\$ 221,115
II. Special Services												
1.0	Environmental Services (Hicks & Company)											
1.1	Constraints Evaluation								\$ -	\$ 11,681	\$ 584	\$ 12,265
1.2	Site Walk								\$ -	\$ 1,102	\$ 55	\$ 1,157
	Task 1.0 Subtotal	0	0	0	0	0	0	0	\$ -	\$ 12,783	\$ 639	\$ 13,422
TOTAL ALL TASKS (BASE SERVICES)												
		81	472	686	210	0	0	10	\$ 236,105	\$ 12,783	\$ 639	\$ 249,527
Reimbursable Expense Allowance (Hicks & Company)												\$ 35
TOTAL FEE												\$ 249,562

M:\01106 City of Pflugerville\006 WW3504 Lower New Sweden Interceptor\05_CADD\Exhibits\Scope Exhibit.dwg 10/16/2025 11:01 AM



MillerGRAY Consulting.
Engineering.
Infrastructure.

7320 NORTH MOPAC EXPRESSWAY, SUITE 310, AUSTIN, TEXAS 78731
WWW.MILLER-GRAY.COM • PHONE: (512) 861-5300 • TBPELS FIRM REG. NO. F-16302

EXHIBIT C - SITE MAP

LOWER NEW SWEDEN WASTEWATER INTERCEPTOR
PFLUGERVILLE, TRAVIS COUNTY, TEXAS

1504 WEST 5TH STREET AUSTIN, TEXAS 78703 TEL: 512 / 478.0858 FAX: 512 / 474.1849



October 21, 2025

Adan Rangel, P.E.
Miller Gray
7320 N Mopac Expressway, Suite 310
Austin, TX 78731

RE: Scope of Services and Fee for Evaluation of Environmental Constraints for the City of
Pflugerville's Lower New Sweden Wastewater Interceptor Line, Travis County, Texas

Dear Mr. Rangel,

Please find attached a Scope of Environmental Services and fee estimate for work to be performed by Hicks & Company for the proposed City of Pflugerville Lower New Sweden Wastewater Interceptor Line Project located in Travis County, Texas. We appreciate the opportunity to provide services to Miller Gray. If you have any questions or need further assistance, please contact me at (512) 478-0858 (office), 512-227-7680 (cell), or at bhuch@hicksenv.com.

Sincerely,

A handwritten signature in blue ink, which appears to read "Robert F. Huch", is positioned above the printed name.

Robert F. Huch, P.G., CPESC
Senior Environmental Scientist
Hicks & Company

Attachments:

Scope of Services
Fee Estimate
Proposed Project Alignment Map

SCOPE OF SERVICES
City of Pflugerville Lower New Sweden Wastewater Interceptor Line
October 21, 2025

General Understanding of the Project

Miller Gray has been contracted by the City of Pflugerville (the City) to provide design services for a 36-inch diameter wastewater interceptor line along Cottonwood Creek in eastern Travis County, Texas. The proposed 2.34-mile interceptor line extends from approximately 0.44 miles south-southeast of the intersection of Cele Road and Cameron Road to the south-southeast along Cottonwood Creek to New Sweden Church Road. The general alignment of the proposed line along Cottonwood Creek is shown in the attached map. Depth of construction is expected to range from 11 to 20 feet below the ground surface.

This Scope of Environmental Services (Scope of Services) was prepared in response to a request for environmental services from Miller Gray on September 30, 2025. The services were requested to support Miller Gray's Preliminary Engineer Report (PER) for the project.

General Description of Environmental Services

Work will involve conducting a desktop environmental constraints evaluation to determine potential impacts from the proposed project to any protected ecological and cultural resources, including archeological and historic resources, as well as hazardous materials sites, and to identify potential environmental permitting requirements that could apply. The environmental services would include the tasks outlined below.

Antiquities Code of Texas Compliance

As portions of the project will occur on city-owned land or easements, it falls under purview of the Antiquities Code of Texas (ACT) (Title 9, Chapter 191 of the Texas Natural Resources Code), which requires the Texas Historical Commission (THC) to review actions that have the potential to impact archeological and historic properties within the public domain.

Archeological Resources

Hicks & Company will complete a desktop archeological background review to identify known archeological resources within or near the proposed project corridor. To conduct the review, a search for site files, records, and maps from the Texas Archeological Research Laboratory (TARL) and the THC, available on their online Texas Archeological Sites Atlas, will be completed. The review will include a database search for all previously recorded archeological surveys and sites located in or near the proposed project corridor. Other resources to be reviewed in the database include properties listed on the National Register of Historic Places (NRHP), State Antiquities Landmarks (SALs), Recorded Texas Historic Landmarks (RTHLs), cemeteries, and Official Texas Historical Markers (OTHM). A summary of the desktop review will be provided in the Constraints Evaluation Technical Memorandum.

Historical Resources

Hicks & Company will conduct a desktop background and literature review to identify previously documented and designated historic resources within the proposed project corridor. Hicks & Company

will search the THC Historic Sites Atlas and Texas Department of Transportation's (TxDOT's) Historic Resources Aggregator for properties listed or eligible for listing in the NRHP. A summary of the desktop review will be provided in the Constraints Evaluation Technical Memorandum.

Endangered Species Act Compliance

The proposed project corridor will be evaluated for potential habitat for species protected under the federal Endangered Species Act (ESA). Information will be obtained and reviewed from databases maintained by the U.S. Fish and Wildlife Service (USFWS) and Texas Parks & Wildlife Department (TPWD) to determine county occurrence and the nearest known locations of potentially occurring species that are listed as threatened, endangered, proposed for listing, or are candidates for listing. A summary of the desktop review will be provided in the Constraints Evaluation Technical Memorandum.

Waters of the U.S. (Including Wetlands)

The proposed project corridor will be evaluated for the potential presence of waters of the U.S., including wetlands, subject to Federal Regulation under Section 404 of the Clean Water Act. The National Hydrography Dataset (NHD), National Wetland Inventory (NWI) maps, Federal Emergency Management Agency (FEMA) floodplain maps, topographic maps, soil survey reports, and aerial photography will be reviewed. A summary of the desktop review will be provided in the Constraints Evaluation Technical Memorandum.

Hazardous Materials Desktop Initial Site Assessment

The project corridor will be evaluated for potential hazardous materials impacts. Hicks & Company will review appropriate publicly-available databases provided by the Environmental Protection Agency (EPA), Texas Commission on Environmental Quality (TCEQ), and the Railroad Commission of Texas (RRC). Results of the hazardous materials desktop review will be documented in the Constraints Evaluation Technical Memorandum.

Constraints Evaluation Technical Memorandum

A Constraints Evaluation Technical Memorandum with supporting tables and maps will be prepared that will document the results of the desktop evaluations, potential environmental permitting requirements, and future documentation requirements for Section 106 State Historic Preservation Office (SHPO) coordination and U.S. EPA Water Infrastructure Finance and Innovation Act (WIFIA) Programmatic Environmental Assessment (PEA) documentation.

Site Visit

Hicks & Company will complete one site visit with the Miller Gray project team. The purpose of the visit will be to observe the overall project area and preliminary identification of potential waters of the U.S. or other environmental features that may impact the proposed location of the wastewater interceptor.

This Scope of Services does not include the services listed below. If needed or required, such services would be performed under a supplemental scope of services.

1. ASTM compliant Phase I Environmental Site Assessment.
2. Field investigations excluding the one general site visit with the Miller Gray project team.
3. Agency coordination.

Study Area

The study area will be designated by construction zone limits shown on geo-referenced digital shapefiles, KMZ, and/or PDF files provided by Miller Gray.

Deliverables

- Constraints Evaluation Technical Memorandum

Schedule

Deliverables will be submitted according to a schedule mutually determined by Miller Gray and Hicks & Company.

Other Assumptions

1. This phase of the project will not require state or federal funding.
2. This phase of the project will not require NEPA environmental documentation.
3. Design maps and plans will be provided in a Geographic Information System (GIS)-compatible format by Miller Gray.
4. Costs are included for estimating projected fees; billing will be based on the attached fee estimate.

HICKS & COMPANY ENVIRONMENTAL/ARCHEOLOGICAL CONSULTANTS
FEE ESTIMATE
October 21, 2025
City of Pflugerville Lower New Sweden Wastewater Interceptor Line

LABOR	Sr. Program Manager \$175.00	Sr. Envl Scientist III \$161.51	Sr. Envl Scientist II \$153.96	Sr. Envl Scientist I \$138.87	Envl Scientist III \$126.03	Envl Scientist II \$121.64	Envl Scientist I \$110.19	Envl Prof III \$102.59	Envl Prof II \$96.72	Envl Staff \$77.74	TOTAL
TASK 1 - Constraints Evaluation											
Desktop Review and Mapping		8		4		16	12	4	6	4	54.0
Technical Memorandum Preparation	2	10	2	2		12	6	2	4		40.0
Task 1 Labor Hours	2.0	18.0	2.0	6.0	0.0	28.0	18.0	6.0	10.0	4.0	94.0
Task 1 Subtotal	\$ 350.00	\$ 2,907.18	\$ 307.92	\$ 833.22	\$ -	\$ 3,405.92	\$ 1,983.42	\$ 615.54	\$ 967.20	\$ 310.96	\$ 11,681.36
TASK 2 - Site Walk											
Site Walk and Travel							10				10.0
Task 2 Labor Hours	0.0	0.0	0.0	0.0	0.0	0.0	10.0	0.0	0.0	0.0	10.0
Task 2 Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,101.90	\$ -	\$ -	\$ -	\$ 1,101.90
Category Total Labor Hours	2.0	18.0	2.0	6.0	0.0	28.0	28.0	6.0	10.0	4.0	104.0
Category Total Labor Cost	\$ 350.00	\$ 2,907.18	\$ 307.92	\$ 833.22	\$ -	\$ 3,405.92	\$ 3,085.32	\$ 615.54	\$ 967.20	\$ 310.96	\$ 12,783.26
TOTAL LABOR											\$ 12,783.26
DIRECT EXPENSES		Unit	Rate		Quantity						TOTAL
Mileage		mile	\$0.70		50						\$ 35.00
TOTAL DIRECT EXPENSES											\$ 35.00
TOTAL COST											\$ 12,818.26

COST WILL BE INVOICED ON A NOT-TO-EXCEED TIME AND MATERIALS BASIS.

Proposed Project Alignment



Proposed Project Alignment