

**PROFESSIONAL SERVICES AGREEMENT
FOR
SH 45 PUMP STATION PROJECT**

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

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

I. DEFINITIONS

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

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

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

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

II. TERM

2.1 This agreement shall become effective upon execution by the City and shall remain in effect until completion of the Scope of Work in accordance with the terms and conditions of this Agreement, 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 1** 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 evaluated by the City Manager for conformity with the standards of performance set forth in this Agreement and in accordance with generally accepted professional practices applicable to the Services. The City Manager shall determine whether the Services meet these objective standards, and such determination shall be final and binding on both parties, provided it is not arbitrary or capricious. City shall be under no

obligation to pay for any work performed by Consultant, which is not consistent with the requirements set forth herein. 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 consistent with the requirements set forth herein; 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.

Subject to the Standard of Care, Consultant may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

IV. COMPENSATION TO CONSULTANT

4.1 In consideration of Consultant's performance in accordance with the Standard of Care and the terms of this Agreement, 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 **nine hundred forty-one thousand sixty-three dollars and fifty cents (\$941,063.50)** as total compensation, to be paid to Consultant as further detailed in Exhibit 1.

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

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

V. OWNERSHIP OF DOCUMENTS

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

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

VI. RECORDS RETENTION

6.1 Consultant and its subcontractors, if any, shall 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 below the Standard of Care and failing to perform under the terms of this Agreement

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: Sereniah Breland
City Manager
P.O Box 589
Pflugerville, Texas 78660

If intended for Consultant, to: **BGE, Inc.**

Attn: Brian Rice
101 W. Louis Henna Blvd.
Suite 400
Austin, Texas 78728

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 “*SH 45 Pump Station Project*” 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 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 but only to the extent caused by 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: **Fuse Architecture Studio, IMEG, Gupta & Associates, Inc., Verdantas and Balcones.** 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.

19.3 If any dispute shall arise between City and Consultant under this Agreement, the parties shall immediately attempt in good faith to settle the same by negotiation. If thirty (30) days of such negotiations are unsuccessful in resolving the dispute, then the dispute will be mediated. The completion of mediation shall be a condition precedent to further exercise of any rights at law to resolve the dispute. If mediation is unsuccessful, then the parties may exercise their rights at law.

XX. LEGAL AUTHORITY

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

XXI. PARTIES BOUND

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

XXII. CAPTIONS

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

XXIII. INCORPORATION OF EXHIBITS

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

Exhibit I - 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**

(Signature)

Printed Name: _____

Title: _____
City Manager/Authorized
Representative

Date: _____

BGE, Inc.



(Signature)

Printed Name: Joel D. Valdez

Title: _____
Director

Date: 10/02/2025

APPROVED AS TO FORM:



Charles E. Zech
City Attorney
DENTON NAVARRO RODRIGUEZ BERNAL SANTEE & ZECH, P.C.
Stan Springerley, Senior Associate Attorney



October 1, 2025

Elizabeth "Mo" Hoeft, P.E.
Public Works Utilities
City of Pflugerville
15500 Sun Light Near Way
Pflugerville, TX 78691-0589

**RE: City of Pflugerville Pump Station
Preliminary Engineering Phase Design and 30%**

Dear Ms. Hoeft:

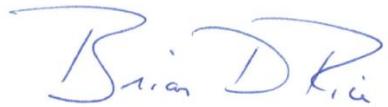
BGE, Inc. (BGE) is pleased to provide this proposal to provide professional engineering and surveying services for the SH 45 5-MGD Pump Station Project. We understand the project includes the preliminary design of a new 5-MGD pump station and 2-MG ground storage tank, electrical facilities, and site civil improvements. The project will be funded through WIFIA.

We propose to carry out the tasks outlined in the attached documents for a total amount of \$941,063.50. This includes \$698,180.50 for base services and \$242,883.00 for supplemental services. A detailed schedule and project phasing are also included in Attachment C. Additional details on the project can be found in the attached level of effort breakdown, scope of services, and subconsultant scopes of services.

PHASE	PER/30% Phase
Task 1: Project Management	\$52,420.00
Task 2: System Analysis and Site Plan Coordination	\$75,130.00
Task 3: Architectural Design Services	\$77,770.00
Task 4: Drainage Analysis	\$30,560.00
Task 5: Structural Design Services	\$47,559.00
Task 6: Electrical Distribution and Controls	\$110,321.00
Task 7: Instrumentation and Control	\$28,177.00
Task 8: HVAC and Fire Protection	\$11,852.00
Task 9: Procurement Options	\$9,360.00
Task 10: Permitting and Regulatory Compliance	\$4,440.00
Task 11: Engineer's Opinion of Probable Construction Cost	\$9,280.00
Task 12: PER and 30% Design Plans	\$105,320.00
Task 13: WIFIA Funding Support	\$8,760.00
Task 14: Survey	\$32,200.00
Task 15: Geotechnical Services	\$10,719.50
Task 16: Environmental Survey	\$84,312.00
Base Services	\$698,180.50
Supplemental Services	\$242,883.00
Total Authorization	\$941,063.50

Thank you very much for this opportunity, and we look forward to the successful completion of your Project. Please feel free to contact me should you have any questions or would like to discuss in more detail.

Respectfully,



Brice Rice, PE
Director, Public Works
BGE, Inc.

List of Attachments:

- A. Scope of Services
- B. Level of Effort
- C. Draft Schedule
- D. Fuse Architecture Studio Proposal
- E. IMEG Proposal
- F. Gupta & Associates, Inc. (GAI) Proposal
- G. Verdantas Proposal
- H. Balcones Proposal

Attachment A: Scope of Services
City of Pflugerville
SH 45 Pump Station
Preliminary Engineering Report / 30% Design

PROJECT UNDERSTANDING

The City of Pflugerville (City) plans to construct a pump station located along SH 45, to the west of the SH 130 interchange. This pump station will improve the water supply to the West 960 Pressure Zone (PZ) and increase the water supply to meet the requirement of 0.6 gallons per minute per connection, as mandated by the Texas Commission on Environmental Quality (TCEQ). The project will be funded and will comply with WIFIA (Water Infrastructure Finance and Innovation Act) funding requirements.

BGE, Inc. (Consultant) has been engaged to provide preliminary engineering design services, which will summarize the findings, analyses, and recommendations for the project's implementation into the detailed design services. The City provided the draft Pflugerville Water Master Plan, developed by Garver, during the scope kickoff meeting on August 26, 2025. The City has identified a preliminary facility that plans to install approximately 2,000 linear feet (LF) of 30-inch waterline. This installation will begin at the proposed 30-inch transmission main stub-out, which extends from the Central Pressure Zone (PZ). The waterline will pass through the proposed pump station and then extend to a proposed 30-inch stub-out for the 960 PZ distribution zone. The pump station will consist of equal-sized pumps, with an anticipated firm pumping capacity of 5-MGD at 150 feet of head. The proposed facility will also include a new 2-MG Ground Storage Tank (GST). Additionally, the site layout will consider ultimate conditions, which will include a 10-MGD pump station with firm capacity and a 2-MG elevated storage tank (EST). The City has acquired the pump station property and has requested the Consultant to rezone and plat the site.

The Consultant plans to implement the preliminary engineering phase of this project using a two-step approach. The first step will focus on primary tasks, including evaluating the proposed pump station operation, sizing the mechanical and electrical equipment, summarizing the information in a Preliminary Engineering Report (PER), and preparing 30% level designs. The second step will include accelerated field services to support the project's preliminary engineering and design phases, which will involve surveys, environmental investigations, geotechnical explorations, and land entitlements. These findings will inform project alternatives and guide design.

The proposed pump station shall include the following:

- 2-MG Ground Storage Tank (with baffles)
- 5-MGD Pump Station (Firm Capacity)
- Pump Station Building
- Electrical Building
- Site Improvements
- Site Access
- Evaluation of a hydropneumatic/surge tank
- New Access Road and Driveway
- Evaluation of Deceleration and Acceleration Lane to Site Entrance
- Drainage Improvements, including Onsite Detention considerations

The following subconsultants will be assisting the Consultant:

- Electrical Distribution and Controls – Gupta & Associates, Inc. (GAI)
- Instrumentation and Controls – GAI
- Structural – IMEG Corp. (IMEG)
- HVAC and Fire Protection – IMEG
- Architectural – Fuse Architecture Studio (Fuse)
- Geotechnical – Balcones Geotechnical, LLC (Balcones)
- Transient Analysis - Verdantas

Assumptions

The City will provide the necessary hydraulic data, a working hydraulic water model, any updates needed to the model, and flow data coming into the proposed site. The pump station will consist of vertical pumps of equal size, all motors will be on 480V, and each will be controlled with variable frequency drives (VFD). The design of the yard piping includes up to 2,000 LF of 30-inch suction and discharge water main. The GST will be prestressed concrete, and no other materials for the tank will be evaluated. It is assumed that the existing WIFIA Master Agreement can be used for this project, and the City will not need to complete a new WIFIA application.

BASIC SERVICES

TASK 1: Project Management

The project task involves managing communication and coordination among the Project Team, City, TxDOT, TCEQ, EPA, and other regulatory agencies, while conducting site visits, collecting data, and preparing reports. Key activities include participating in virtual meetings, hosting a 30% workshop, summarizing major decisions and stakeholder communications, and performing quality assurance and control through senior-level reviews.

1.1 Project Management and Coordination

This task includes preparing and hosting routine communication with the City, Project Team, TxDOT, and Regulatory Agencies; managing subconsultants, reviewing and revising manpower, budgets, and schedules. The task will also include reviewing, preparing, and submitting monthly invoices.

1.2 Project Meetings and Workshops

At the start of the project, the Consultant shall hold an in-person kick-off meeting with the City to review the project scope, schedule, and budget, as well as to identify the City's goals and objectives. The consultant shall participate in ten (10) progress meetings with the City, consisting of up to five in-person meetings and five virtual meetings. This task will include preparing the agenda, exhibits, and meeting minutes. At the end of the 30% engineering phase, the Consultant will conduct a 30% workshop in person to present the project's analyses, findings, risks, and recommendations.

1.3 Data Collection and Site Visits

The task involves conducting up to three site visits at the project location or city facilities to capture photos and coordinate with subconsultants. Each visit will include a minimum of three team members. Data collection will include gathering publicly available information, reviewing record drawings, and inventorying existing equipment.

1.4 Project Administration and Reporting

The Consultant shall summarize major decisions and document significant communications from the City, stakeholders, regulatory agencies, and project team members throughout the preliminary engineering phase. This summary will include concerns, decisions, and design notes that influenced the overall decision-making process. This information shall be recorded in a risk register and will be prepared to identify potential risks that could affect the project's timeline, budget, or outcomes, along with mitigation strategies to reduce their impact.

1.5 Project Work Plan, QA/QC, and Communication Plan

The Consultant will create a detailed project work plan with timelines and checklists to provide smooth progress and accountability throughout the project. The task will include preparing and adhering to the QA/QC Management Plan (QMP), which will focus on accuracy and completeness, utilizing senior-level staff not involved in daily operations for objectivity.

TASK 2: System Analysis and Site Plan Coordination

System Analysis will provide the City with the hydraulic parameters needed to integrate the SH 45 Pump Station Project into the 960 PZ under minimum, maximum, and fire flow demand conditions. The system evaluation shall consider transmission main velocity, distribution system pressure, and tank turnover rate. This analysis shall also verify proposed improvements and ultimate conditions. The following major tasks are assumed.

2.1 Process Overview Confirmation

This task involves confirming the overall flow process for how the pump station site will receive water, the anticipated pressures at the proposed 2-MG GST, and how the pump station will discharge into the 960 PZ. The overview will include discussions on the ultimate conditions, assuming the firm capacity of the 10-MGD pump station and the future 2-MG EST. The Consultant shall coordinate with the City, Garver, Black & Veatch, and other design consultants

Attachment A: Scope of Services
City of Pflugerville
SH 45 Pump Station
Preliminary Engineering Report / 30% Design

on these projects and create a flow diagram of the proposed interim and ultimate systems (anticipating up to two virtual meetings).

2.2 Hydraulic Analysis Evaluation and Confirmation

The Consultant shall perform an independent review and confirmation of the hydraulic analysis for the proposed pump station. The effort will include a review of available design documents, verification of hydraulic assumptions and methodologies, and confirmation of system performance under anticipated operating conditions. The analysis will evaluate pump discharge capacity, system head curves, and operational scenarios to confirm the station meets capacity, reliability, and efficiency requirements. In addition, the analysis will include confirming tank turnover rates. Garver is currently scoped with the City to perform the water modeling of the system. The Consultant will provide the proposed improvements for Garver to implement in the model. Garver will perform a chlorine residual study to confirm that no additional chlorine is needed.

2.3 Mechanical Process Design and Selection

The Consultant shall provide a preliminary design of the new pump station that will address operational flexibility, accessibility, and maintenance. The designs will evaluate integration with the proposed site and the constructability of future facilities/expansion. The following items shall be evaluated.

- Pump Station: confirming the vertical turbine pump selection, system head curve, horsepower, speed, staging, and number of units, appurtenance placement along the suction and discharge piping, and pipe material selection. Proposed pump building and maintenance considerations shall be coordinated with the City.
- Ground Storage Tank: confirm prestressed concrete dimensions, inlet/output piping locations, location of baffles, access manway positions, vent and overflow sizing and provisions, drain pipe size, appurtenances, redundancy, and site placement. The effort will include coordination with structural and civil task leads.
- Hydropneumatic Tank: Sizing of the tank, air compressor, staging, and related appurtenances. If transient analysis (S1) is authorized, coordinate with Verdantas on the findings and recommendations from the transient analysis.
- Yard Piping: Confirm sizing of the suction and discharge lines, including the type of materials used, valve specifications, redundancy provisions, bypass lines, and coatings for above-ground lines. Review the velocities, friction losses, and surge pressures under various scenarios. The Consultant should also assess the routing in relation to the site's civil designs.
- Site Valving: Based on input maintenance operations and construction sequencing, Consultant will evaluate valve type, placement, and locations.
- Miscellaneous Appurtenances: During the mechanical selection, the Consultant shall identify and make recommendations for other related appurtenances for the system for the proposed site, including cathodic protection (as needed), flow metering equipment, specialty valves, etc.

Site Plan Coordination shall include identifying the design parameters that will define the site plan layout. Once the design parameters are agreed upon, the Consultant will prepare up to three different site plan layouts for the City's consideration. The following tasks have been assumed.

2.4 Site Access Designs

The Consultant shall coordinate with TxDOT and the City on the SH 45 Pump Station Entrance (up to four meetings). The task will include evaluating the proposed driveway geometry, evaluating the need for acceleration or deceleration lanes, truck or vehicle queueing capacity, throat width, sight distance, and turning movements modeling using Autoturn (or similar programs). Based on the input from the City and TxDOT, The Consultant shall prepare a conceptual design (plan view only) for the site entrance and provide recommendations for detailed design.

Attachment A: Scope of Services
City of Pflugerville
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2.5 Landscape, Fencing/Screening, and Site Security

The Consultant shall prepare a weighted decision matrix to assist the City in the selection of the landscaping, fencing, screening, and site security elements. This task will involve assessing zoning requirements, TCEQ regulations, and the City's preferences. Alternatives will be presented in the site plan layout (Task 2.6). The following tasks have been identified:

- **Landscape:** Identify the clear zones on either side of the fence, and provide guidance on tree selections, locations, and spacing. Specify the City's preferences for irrigation and maintenance intervals for all on-site landscaping and ground coverings. Irrigation design will be provided during the detailed design phase. This task will also evaluate tree preservation and mitigation options for any onsite trees.
- **Fencing/Screening:** Determine perimeter and onsite fencing needs, including color, type, height options, intruder-resistant options, and location. Placement may also involve screening mechanical and specialty equipment.
- **Site Security:** Coordinate with the City on preliminary placement of cameras, access control badges, lighting placement, fireman's box placement, and gate type.

2.6 Site Plan Layout Alternatives (Up to three alternatives)

Consultant shall coordinate and prepare up to three site plan alternatives for the City's input. The alternatives shall include the horizontal layout of the proposed buildings, access roads, parking, storage, pedestrian and vehicle access points, and major infrastructure elements, as well as the preliminary layout of the yard piping and appurtenances, to illustrate the expected connection points to the proposed discharge and suction lines (designed by others).

The site plan coordination will include the following secondary tasks: recommendations on grading, erosion control, construction sequencing, and dimensional control.

TASK 3: Architectural

Architectural services will be provided by Fuse, as detailed in the attached proposal dated October 1, 2025 (Attachment D). Services will encompass field investigations, building code research, and the development of up to 30% design documents, including site plans and exterior elevations. The Consultant will provide up to three digital concept boards to showcase the visual representation of building materials, textures, colors, and other elements that reflect the desired style, aesthetic, and color palette of the project. The project will include digital design reviews, cost estimating for the 30% Opinion of Probable Construction Cost, and coordination with engineering disciplines.

TASK 4: Drainage Analysis

This task involves a preliminary drainage analysis using the City and TxDOT drainage criteria based on existing drainage patterns, the proposed site plan layout, and TxDOT downstream capacity analysis. This analysis will compare pre-existing, post-development, and ultimate drainage conditions to calculate flow rates at the 5, 25, and 100-year events. It is anticipated that the project will include an on-site drainage system to convey runoff to an on-site detention pond. The assessment will outline any on-site and downstream improvements.

- 4.1 The Consultant shall delineate the existing drainage patterns for the watershed around the proposed site to help identify the amount of stormwater draining through the site. The task will include delineating any drainage conveyance and easement recommendations for passing off-site stormwater draining through the site.
- 4.2 The Consultant shall prepare onsite sub-basin drainage delineation based on the approved site plan. The analysis will consider the on-site drainage network to convey water around the site to avoid ponding. The task will prepare a preliminary sizing of the drainage system.
- 4.3 It is assumed the site will include on-site detention (pond) to mitigate the increase of stormwater runoff onto the TxDOT right-of-way (ROW). The task will include the preliminary size, layout, fence protection, and outfall location. Pond will be designed for both ultimate project conditions and tank overflow/draining activities.

Attachment A: Scope of Services
City of Pflugerville
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- 4.4 The site currently drains to the TxDOT ROW. The Consultant shall coordinate with the TxDOT area engineer on strategies to connect to the TxDOT drainage system. The task will include a downstream analysis for the project to confirm the existing infrastructure capacity.
- 4.5 The Consultant shall summarize drainage analysis and recommendations in the PER.

TASK 5 Structural Considerations

Structural services will be provided by IMEG, as detailed in the attached proposal dated September 22, 2025 (Attachment E). The Consultant will conduct a summary evaluation and provide preliminary recommendations for the structural design of the various slabs and building foundations. This evaluation will generally encompass Codes and Standards, Structural Load Parameters (including Live Load, Occupancy, Seismic Load, etc.), general design criteria, over-excavation limits, and a list of special inspections, among other aspects.

The following slabs are anticipated for this project and will be included in structural services: one standby generator slab, one transformer slab, up to two Package Air Conditioning (PAC) slabs, up to one surge tank slab, and concrete supports. The GST foundation design will be provided by the tank contractor.

TASK 6 Electrical Distribution and Controls

Electrical Distribution and Controls shall be performed by GAI, as outlined in the attached proposal dated September 22, 2025 (Attachment F). The Consultant shall collaborate with local utility providers to establish new electrical service and evaluate up to three site plan alternatives, along with three electrical building layouts. The Consultant shall perform preliminary sizing of the electric generator for current and future demands, including a fuel source evaluation between diesel and natural gas. Additionally, lightning protection systems shall include a preliminary design for both the pump station building and the GST. A preliminary power study shall be conducted by GAI during the detailed design phase. The evaluations and recommendations regarding available power options will be included in the PER. This will also include suggestions for upgrading existing utility facilities to support the new pump station, discussions on a secondary utility feeder, and an assessment of diesel versus natural gas standby generators.

TASK 7 Instrumentation and Control

Instrumentation and Controls (I&C) shall be performed by GAI, as outlined in the attached proposal dated September 22, 2025 (Attachment F). The Consultant will evaluate options for providing instrumentation and control (I&C) for the proposed pump station. The Consultant assumes that a PLC-based control system for the pump station, where pumps will function on a lead/lag basis, propelled by a system pressure setpoint entered by the operator to control variable frequency drives (VFDs). The design will include level instruments for both the GST and future EST. The task will involve exploring remote communication options, which may consist of fiber optic cables alongside water pipelines and various wireless radio communication methods. Automatic sampling is not included in the basic scope of work.

TASK 8 HVAC and Fire Protection

HVAC and Fire Protection shall be performed by IMEG, as outlined in the attached proposal dated September 22, 2025 (Attachment E).

- 8.1 The Consultant shall evaluate the HVAC system for the proposed building. Pumps are likely to be installed in the same building (to be confirmed during final design), separated by a wall (non-conditioned space), or in a separate building. The Pump Station building will include forced air ventilation. This evaluation will encompass a summary of the relevant codes and standards that govern HVAC design and installation, ensuring compliance with industry requirements. Additionally, the team will outline the specific design conditions that need to be met for optimal system performance, taking into account factors such as heat load calculations, ventilation needs, and environmental considerations specific to the electrical building. The Consultant assumes a Package Air Conditioning (PAC) unit for the site to be installed as a stand-alone unit on concrete slabs. The Consultant shall provide recommendations for selecting the most suitable electrical unit heaters.

Attachment A: Scope of Services
City of Pflugerville
SH 45 Pump Station
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- 8.2 This task will include the evaluation of the Fire Protection System for the proposed electrical building and pump station building that generally includes a summary of codes and standards used, summary discussions with the Fire Marshal and city staff, and recommendations for fire protection monitoring. Fire Protection System will include smoke detectors within all rooms and will be tied to the pump station's control/alarm system. IMEG will provide up to three reviews via Bluebeam redlines of the proposed electrical building as it relates to overhead ductwork, registers, HVAC supports, condensate drainage, and related appurtenances.

TASK 9 Procurement Options

The Consultant shall review the proposed mechanical and electrical equipment and shall coordinate with vendors regarding potential lead times, storage options, and cost implications. This task includes engaging vendors to gather budgetary pricing, performance data, lead time estimates, operational requirements, and storage options. Based on the feedback received from vendors, the Consultant will provide recommendations for a procurement strategy, which may include pre-bid packages, phased delivery and staging, or traditional delivery options.

TASK 10 Permitting and Regulatory Compliance

The Consultant shall provide permitting and regulatory compliance support for the pump station and associated infrastructure by identifying the federal, state, and local permits for design, construction, and operation. This task includes researching typical review timelines, developing a permitting schedule that aligns with project milestones, and creating a major task list of permit application packages and documentation. The Consultant shall also attend up to five (5) meetings with the various regulatory agencies to clarify requirements and provide compliance with permitting considerations in the overall project planning.

TASK 11 Engineer's Opinion of Probable Construct Cost

The Consultant shall prepare a 30% Level OPCC using historic bid pricing adjusted based on vendor feedback, market trends, and Contractor coordination. The pricing shall include an inflation factor and shall be adjusted for market trends. The cost estimate shall be a Class 3 Estimate, as described in the Association of the Advancement of Cost Engineering (AACE).

TASK 12 Preliminary Engineering Report and 30% level design

- 12.1 The design consultant shall summarize the analysis, findings, and recommendations in a preliminary engineering report (PER). The Engineering report shall generally include the following discussion points:

- Introduction
- Data Review and Analysis
- System Hydraulics
- Process Mechanical
- Ground Storage Reservoir Design Criteria
- Site Civil and Landscaping Design Considerations
- Architectural and Structural Design Considerations
- Yard Piping
- Electrical Design Considerations
- Instrumentation, Controls, and SCADA Design Considerations
- Power Availability
- HVAC and Fire Protection Design Considerations
- Permitting and Regulatory Compliance
- Conclusions
- Appendix (Environmental Desktop Study & Geotechnical preliminary Investigation)

- 12.2 This task includes the preparation of the 30% level plans. The following plan sheets have been identified:

- Cover Sheet
- General Notes
- Flow Diagram
- Site Plan
- Driveway

Attachment A: Scope of Services
City of Pflugerville
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- Preliminary Grading Plan (Showing the FFE, Paving, and limited Drainage)
- Yard Piping Sheet (Layout no profiles)
- PS Building PS Plan View
- PS Section View
- GST Sheet Plan View
- GST Sheet Section View
- PI&D
- Electrical Building Plan View
- Electrical Layout

TASK 13 WIFIA Funding Support

The Consultant shall coordinate with the EPA's Water Infrastructure Finance and Innovation Act (WIFIA) program. This task shall involve evaluating whether to request funds from the existing Master Agreement or to amend the Master Agreement to include this project. No new WIFIA application is expected for this project. The Consultant will provide the City with the draft application for its review. We anticipate up to two virtual meetings with the EPA.

FIELD SERVICES

Field services will be performed to support both the preliminary engineering and detailed design phases of the project. These services include topographic, boundary, and utility surveys to establish existing conditions; environmental investigations to identify potential permitting and compliance requirements; and geotechnical explorations to evaluate subsurface conditions and provide design parameters. The results of these field services will inform project alternatives, guide design development, and confirm the project's constructability.

TASK 14 Survey

The Consultant shall provide professional survey services in support of the project's preliminary design. The following tasks have been identified:

- 14.1 ALTA Survey: Comprehensive boundary and topographic survey performed to meet ALTA/NSPS standards, including property lines, easements, rights-of-way, utilities, and improvements, suitable for title insurance and legal documentation.
- 14.2 Design Survey: Detailed site survey to support engineering design, including topography, existing structures, utilities, drainage features, existing private wells, and other elements necessary for preliminary layouts and design development.
- 14.3 Tree Survey: Inventory and mapping of significant and heritage trees on the project site, including species, size, health, and location, to support design decisions, site planning, and potential preservation or mitigation measures.

TASK 15 Preliminary Geotechnical Services

Geotechnical services shall be performed by Balcones Geotechnical, as outlined in the attached proposal dated September 19, 2025. The Consultant will conduct two preliminary boreholes, with a combined depth of up to 65 feet deep, to assess site and subsurface conditions for the initial design layout. The geotechnical investigation shall encompass fieldwork, laboratory testing, and engineering phases. The Consultant shall identify potential settlement and vertical rise, assess allowable bearing pressure, provide preliminary designs for below-grade walls, pavement, and recommendations for future borings.

ENVIRONMENTAL SERVICES

TASK 16 Environmental Summary

- 16.1 Environmental Due Diligence Memorandum

The Consultant will prepare an Environmental Due Diligence Memorandum to support the PER phase and Letter of Intent (LOI) for Water Infrastructure Finance and Innovation Act (WIFIA) funding.

Attachment A: Scope of Services
City of Pflugerville
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The scope will include a desktop review of publicly available environmental data and regulatory databases, a reconnaissance-level site visit, and preparation of a constraints map identifying potential environmental resources (e.g., wetlands, floodplains, endangered species, cultural/historic sites, hazardous materials, and parks/open space). Findings will be summarized in a memorandum with appendices of desktop data and mapping, including recommended next steps to support future NEPA compliance.

16.2 Phase 1 Environmental Site Assessment

The Consultant will conduct a Phase I ESA on the project site to constitute the appropriate inquiry to permit the City to satisfy the requirements and qualify for the innocent landowner limitations on Comprehensive Environmental, Response, Compensation and Liability Act (CERCLA) liability, with the standard and practices set forth in 40 C.F.R. Part 312.

The Consultant will conduct a Phase I ESA for the site to identify the potential for recognized environmental conditions under the processes prescribed in the American Society for Testing and Materials (ASTM) E1527-21 guidance document, Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process. A “Recognized environmental condition” (REC) is defined in ASTM E1527-21 as the (1) presence of hazardous substances or petroleum products in, on, or at a subject property due to a release to the environment; (2) the likely presence of hazardous substances or petroleum products in, on, or at the subject property due to a release or likely release to the environment; (3) the presence of hazardous substances or petroleum products in, on, or at the subject property under conditions that pose a material threat of a future release to the environment.

The Phase I ESA will include a regulatory review, one field investigation, an interview with the City and local officials, background/historical research, and a final report with findings and recommendations.

16.3 Section 404 Jurisdictional Determination

On August 29, 2023, the U.S. Environmental Protection Agency (EPA) and Department of the Army issued a final rule to amend the final “Revised Definition of ‘Waters of the United States’” rule, published in the Federal Register on January 18, 2023. This final rule conforms the definition of “waters of the United States” to the U.S. Supreme Court’s May 25, 2023, decision in the case of Sackett v EPA. The conforming rule, “Revised Definition of ‘Waters of the United States’; Conforming,” was published in the Federal Register and became effective on September 8, 2023. However, the “conforming rule” is not in effect in Texas; instead, the pre-2015 regulatory regime consistent with Sackett is recognized in the state.

The Consultant will provide a professional opinion in determining the presence or absence of jurisdictional waters on the Tract per Section 404 of the Clean Water Act and the pre-2015 regulatory regime consistent with Sackett. The Consultant will complete field reconnaissance to assess all water features on the project area per the current regulations. Any spatial field data will be collected with a GPS capable of sub-meter accuracy.

The Consultant will provide a report that includes information required per the United States Army Corps of Engineers (USACE) for a Section 404 Jurisdictional Determination Report. The Jurisdictional Determination Report will be created in accordance with the protocols established in the Corps of Engineers Wetlands Delineation Manual (1987 Manual) and the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Great Plains Region (Version 2.0), March 2010. The limits of jurisdictional water features will be provided for inclusion in the design plans in .kmz format.

16.4 Texas Antiquities Code Compliance for Cultural Resources

The Consultant will initiate consultation with the THC by providing the required project review materials and Request for SHPO Consultation form with required attachments through the electronic

Attachment A: Scope of Services
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Preliminary Engineering Report / 30% Design

THC Review and Compliance (eTRAC) system. The Area of Potential Effects (APE) will be determined and is assumed to be the +/-6.2-acre project area.

The Consultant will prepare a Project Initiation Letter, Texas Antiquities Permit Application, and Associated Scope of Work based on data collection and field reconnaissance. The Consultant will conduct a pedestrian survey and report of sufficient intensity to determine the nature, extent, and potential significance of any cultural resources located within the Area of Potential Effect (APE) in accordance with full report guidelines as outlined by the Texas Historical Commission's Rules of Practice and Procedures. The Consultant will coordinate with the Texas Historical Commission, including submitting to the Texas Historical Commission and project records to the appropriate curation facility per Texas Historical Commission requirements. The Consultant, meeting the Secretary of the Interior's Professional Qualification Standards, will complete a pedestrian survey, including shovel testing of near-surface contexts. Results of the archeological survey will be included in a Survey Report to document field findings. The Consultant will submit the report to the THC to determine if any additional steps are necessary. A finding of "adverse effects" is not anticipated. Any services required beyond a finding of "no effect" are excluded from this scope of services. Curation is excluded from this scope of services. Backhoe trenching is excluded from this scope of services.

16.5 National Environmental Policy Act (NEPA) Environmental Review and Documentation

The Consultant will prepare NEPA documentation required under the WIFIA funding program. The scope will include review of applicable federal environmental requirements and cross-cutting authorities, collection and analysis of existing environmental data, and preparation of the appropriate NEPA documentation in coordination with the U.S. Environmental Protection Agency (EPA). The Consultant will complete the technical studies and supporting materials necessary to address potential impacts to environmental resources, including biological, cultural, water, air, and socioeconomic factors, as well as alternatives analysis and mitigation measures, as applicable. Public involvement activities, including notices and comment responses, will be supported by the Consultant.

SUPPLEMENTAL SERVICES

Supplemental tasks have been outlined below and extend beyond the PER scope and schedule. These tasks may continue into the detailed design phase. These services will be initiated only upon written authorization from the City.

S1 Transient Analysis

Transient Analysis shall be performed by Verdantas, as outlined in the attached proposal dated September 18, 2025 (Attachment G). This analysis will be carried out in two phases: the first phase will involve pumping up to 5 MGD from a ground storage tank, followed by an expansion phase to 10 MGD with pumping directed to an elevated storage tank. Verdantas will utilize Bentley's WaterGEMS Hammer software for the transient analysis to evaluate the effects of various pumping scenarios, identify potential challenges, and propose enhancements. In collaboration with the Consultant, Verdantas will provide recommendations to drawings and specifications on the suggested improvements, with a particular focus on valve sizing, timing adjustments, and surge tank dimensions. The findings and recommendations will be compiled into a technical memorandum.

S2 Asbestos and Lead-based Paint Survey

The Consultant will retain a qualified subconsultant to perform an asbestos-containing materials (ACM) and lead-based paint (LBP) survey for the existing structures located on the project site. The survey will include limited sampling and laboratory analysis, conducted in accordance with applicable federal and state regulations, to identify the presence, location, and condition of ACM and LBP. The results will be summarized in a survey report identifying any required abatement, management, or regulatory considerations for future project activities. For fee purposes, it is noted that laboratory costs may vary depending on the number of samples required to characterize the site adequately.

Attachment A: Scope of Services
City of Pflugerville
SH 45 Pump Station
Preliminary Engineering Report / 30% Design

S3 Demolition Plan and Implementation

The current site includes a residential dwelling, a pool, and associated structures that conflict with the proposed geotechnical work and the future construction of the pump station. This task involves the final design of the demolition and clearing of the site to facilitate both the geotechnical work and the construction of the pump station. Limited bid phase and construction phase services are included in this work.

- A. This task includes reviewing project information and site conditions, coordinating with stakeholders, and conducting a site investigation to document existing structures and utilities. A demolition plan will then be prepared showing limits of removal, utility terminations, clearing of onsite debris, and preparing provisions for dust, noise, and erosion control measures, along with technical specifications and a restoration plan. Deliverables will include demolition plan drawings, supporting specifications, completed permit forms, and utility coordination documentation.
- B. The Consultant shall assist the City with limited bid phase services by answering contractor questions and preparing addenda as needed. The consultant will support the evaluation of bids for completeness, technical compliance, and alignment with project requirements, and will provide recommendations to the owner to facilitate the selection of a contractor. These services are limited in nature and intended to supplement the owner's procurement process without complete administration of the bidding phase.
- C. The Consultant shall provide limited construction phase services to the City, which will include biweekly meetings, review of submittals, coordination of demolition activities, invoice payment review, and progress reporting. The anticipated construction duration shall be three months. No project close-out services are anticipated.

S4 Platting

A. Minor Plat Preparation and Calculations:

The Consultant shall prepare the Minor Plat in accordance with the City of Pflugerville requirements. The task shall include delineating the Minor Plat layout, performing all necessary plat calculations, and preparing the Minor Plat for recording, including all required certifications. The Consultant shall set all property corners once, prior to construction, based on the approved Minor Plat. The Contractor shall be responsible for replacing all lot pins destroyed during construction at the Contractor's expense. The Consultant shall provide the Owner with copies of the Minor Plat and supporting engineering data needed for application for approvals from reviewing agencies. The Consultant shall be responsible for, and the Owner shall assist in, procuring these approvals by participating in submissions and negotiations with the agencies. The City shall bear the cost of all review, inspection, and recording fees.

B. Minor Plat Submittal and Permitting:

The Consultant shall submit a Minor Plat application to the City of Pflugerville. In addition, the Consultant shall coordinate comment resolution and plat amendments with the City of Pflugerville's review staff for the plat application, from approval through recordation.

S5 Re-Zoning

This task shall include preparing the Zoning Application per City of Pflugerville standards. The zoning application shall be submitted to the City of Pflugerville. The Consultant shall participate in up to two public outreach meetings and prepare the necessary presentation materials. After the completed application has been submitted, the Consultant shall respond to comments and meet with reviewers to obtain approvals for the associated zoning application.

Attachment A: Scope of Services
City of Pflugerville
SH 45 Pump Station
Preliminary Engineering Report / 30% Design

S6 Sound Abatement Study

The Consultant shall perform a sound abatement study to evaluate the existing and projected noise levels associated with the proposed project. This task includes site reconnaissance and the collection of ambient noise measurements (highway noise) at three locations on-site and up to three locations off-site. The Consultant shall coordinate with the City and stakeholders to determine the permissible increase in noise levels. The study shall assess potential noise mitigation measures, such as sound walls, building treatments, and operational modifications. Additionally, the study will present three alternatives based on cost and effectiveness in sound attenuation. The findings will be included in the appendix and incorporated into the PER. The analysis does not consider any noise from construction activities.

S7 Geotechnical Services – Detailed Study

Geotechnical services shall be performed by the Consultant, as outlined in the attached proposal dated September 19, 2025 (Attachment H). The Consultant will provide five borings within the proposed GST location (40-50 feet), four borings within the proposed pump station slab areas (25-35 feet), and two borings along the proposed pipeline and pavement area (20 feet). The total drilling footage is 370 ft. The final report will include recommendations for foundation design and construction.

S8 3D Renderings and Fly-Over Animation

The Consultant will develop preliminary 3D renderings of proposed building exterior design concepts for the proposed pump station. A 3D fly-over animation of the pump station site will be produced to provide a dynamic visual presentation of the project. These visualizations will be prepared to help convey design intent, enhance stakeholder understanding, and support decision-making throughout the coordination process.

PROJECT SCHEDULE

The schedule includes meetings, workshops, preliminary engineering design, QA/QC, and stakeholder coordination. Listed below is a summary of the major milestones of the project. See attached schedule.

Preliminary Engineering Services total 5 Months

- Preliminary Engineering Phase – 150 Days
- PER Review Phase & 30% Workshop – 30 Days

Detailed Design Services total 12 Months (Not part of scope)

- 60% Design – 4-Months
- City Review – 30 Days
- 90% Design Phase – 3-Months
- City Review – 20 Days
- 100% Design – 2-Months

Construction Phase Services total 27 Months (Not Part of Scope)

- Bid Phase Services – 3-Months
- Construction Phases – 24 Months

EXCLUSIONS

The following items are excluded from the scope of work:

- Offsite improvements extending 100 ft beyond the site (except the evaluation of the acceleration and deceleration lanes)
- Chemical feed systems
- Cathodic protection
- Design for office buildings, water, and sewer services in the site plan, separate from the pump station and electrical building

Attachment A: Scope of Services
City of Pflugerville
SH 45 Pump Station
Preliminary Engineering Report / 30% Design

- Irrigation design to be included in the Final Design
- Air Quality Study
- SUE services
- Detailed design services, including bid phase and construction phase services
- Design of excavation protection or retention systems
- Design of precast concrete vaults
- Design of prestressed concrete tanks
- Site clearing, grading, or removal of existing utilities required for bores
- Historic structure assessments
- Arch flash study
- Evaluation of fiber optic cable to the site
- Permitting fees

FEE SCHEDULE

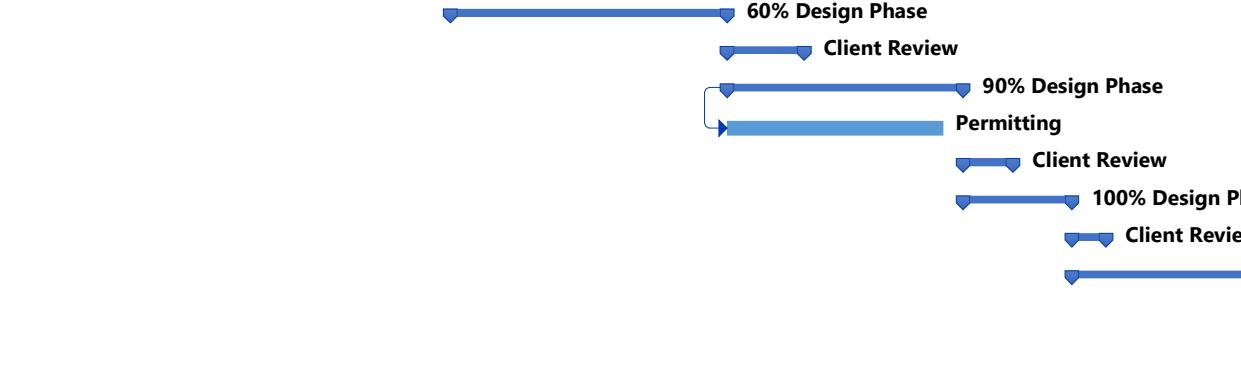
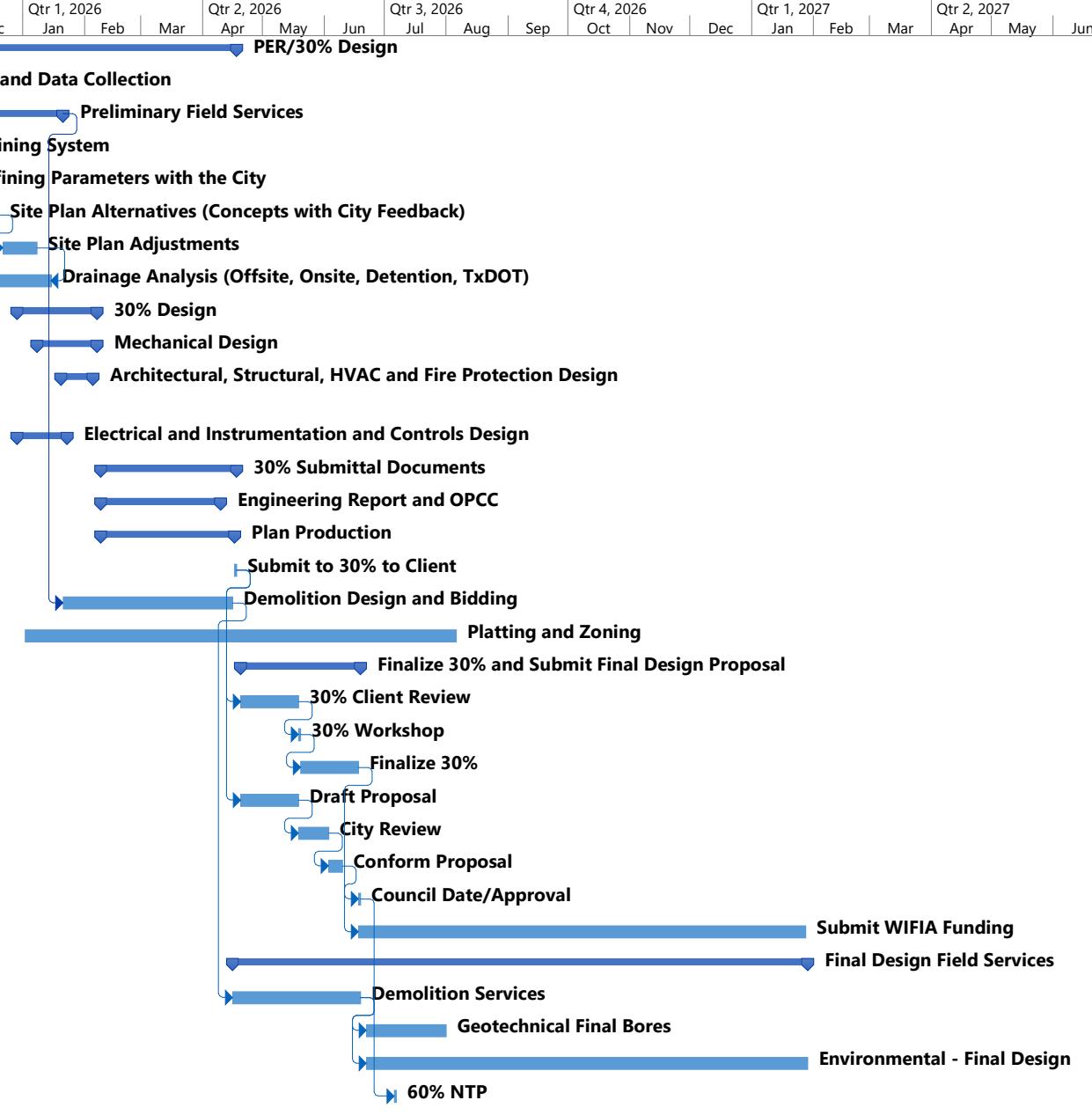
The Consultant will perform the scope of services based on the following fee table (Table 1). A detailed breakdown of the costs associated with each task is provided in Attachment B – Level of Effort.

Table 1 - Fee Schedule Summary

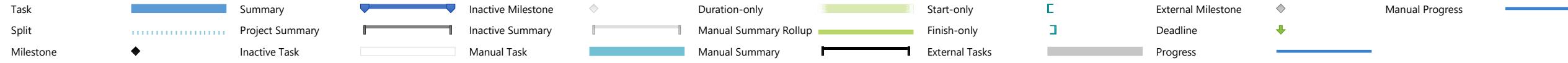
PHASE	PER/30% Phase
Task 1: Project Management	\$52,420.00
Task 2: System Analysis and Site Plan Coordination	\$75,130.00
Task 3: Architectural Design Services	\$77,770.00
Task 4: Drainage Analysis	\$30,560.00
Task 5: Structural Design Services	\$47,559.00
Task 6: Electrical Distribution and Controls	\$110,321.00
Task 7: Instrumentation and Control	\$28,177.00
Task 8: HVAC and Fire Protection	\$11,852.00
Task 9: Procurement Options	\$9,360.00
Task 10: Permitting and Regulatory Compliance	\$4,440.00
Task 11: Engineer's Opinion of Probable Construction Cost	\$9,280.00
Task 12: PER and 30% Design Plans	\$105,320.00
Task 13: WIFIA Funding Support	\$8,760.00
Task 14: Survey	\$32,200.00
Task 15: Geotechnical Services	\$10,719.50
Task 16: Environmental Survey	\$84,312.00
Base Services	\$698,180.50
Supplemental Services	\$242,883.00
Total Authorization	\$941,063.50

Attachment B
BGE Level of Effort
City of Pflugerville - SH 45 Pump Station
Initial Engineering Report/30% Design

Attachment C
City of Pflugerville
SH 45 Pump Station - Draft Schedule



Project: CoPF SH 45 PS PER Pha
Date: Mon 9/22/25



1005
EAST ST. ELMO ROAD
BUILDING 4



AUSTIN
TEXAS 78745
USA

PROFESSIONAL SERVICES AGREEMENT PART I – FEE PROPOSAL

September 19, 2025

Revised: September 19, 2025

Revised: September 22, 2025

Revised: October 01, 2025

PROJECT

City of Pflugerville Pump Station – Preliminary Design

Pflugerville, Texas

CLIENT	ARCHITECT
Brian Rice BGE, Inc. 101 West Louis Henna Blvd, Suite 400 Austin, Texas 78728 brice@bgeinc.com (512) 813-1348	Paul E. Meyer, AIA, NCARB, LEED AP Principal/ Owner Fuse Architecture Studio 1005 East St. Elmo Road Building 4 Austin, Texas 78745 (512) 771-3990 paul@fuse-arch.com

This Professional Services Agreement (PSA) includes General Terms and Conditions which are attached to, and incorporated in, this PSA. The PSA and the General Terms and Conditions are referred to as the "Agreement."

PROJECT DESCRIPTION

The City of Pflugerville plans to construct a pump station located along SH 45, to the west of the SH 130 interchange. This pump station will improve the water supply to the West 960 Pressure Zone (PZ) and increase the water supply to meet the requirement of 0.6 gallons per minute per connection, as mandated by the Texas Commission on Environmental Quality (TCEQ).

Work includes preliminary design of the single-story 5 MGD Pump Station and a single-story Electrical Building. The pump station will house at least (5) vertical pumps of equal size. All pumps will be on 480V motors and each will be controlled with VFDs.

Work will be performed as a consultant to BGE.

BASIC SCOPE OF SERVICES

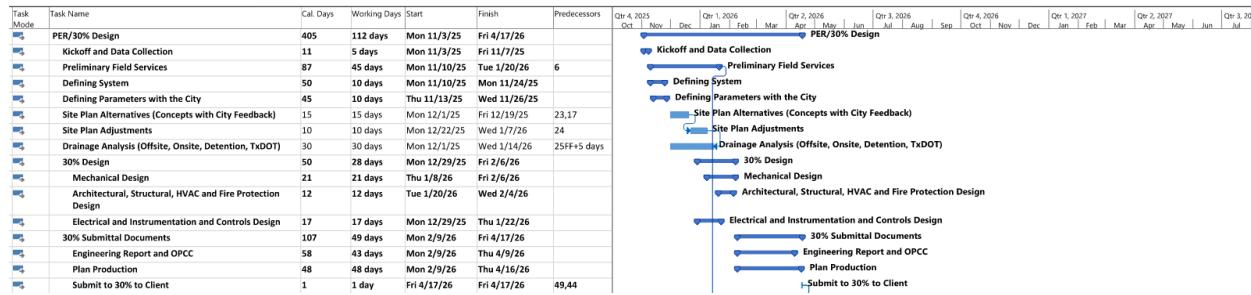
Design:

- Design services will be performed on a Hourly, Not-To-Exceed basis.
- Provide Architect of Record design services.
- Perform field investigations of existing conditions.
- Perform preliminary building code research and provide code analysis.
- Verify programming & space requirements with the Owner.
- Provide up to (3) digital reviews of the proposed Pump Station and Electrical Building.
- Provide up to (3) digital concept boards to showcase the visual representation of building materials, textures, colors, and other elements that reflect the desired style, aesthetic, and color palette of the project.
- Develop 30% Design Documents, consisting of:
 - o Architectural site plan, Floor plans.
 - o Exterior elevations.
 - o Building sections.
- Provide cost estimating for architectural scope for the 30% Opinion of Probable Construct Cost (OPCC).
- Coordinate with engineering disciplines on, but not limited to:
 - o Site layout and building locations.
 - o Equipment layout within buildings.
 - o Equipment pad and sump requirements.
 - o Piping and conduit penetrations.
 - o Building structural engineering.
 - o Mechanical, Electrical, and Plumbing Engineering.
- Attend up to (6) virtual scheduled design coordination meetings administered by BGE.
- Attend up to (2) in-person scheduled design milestone review meetings with the Owner, administered by BGE.
- Design milestones to include 30% Design review package.
 - o Additional design package milestones or reviews may require additional service fees, to be determined on a case-by-case basis with BGE.
 - o Ongoing design coordination updates may be shared to the team via email or secure file transfer on an ongoing basis.
- Provide quality-assurance reviews of Fuse scope.
- Develop design utilizing Autodesk Revit software.
- Deliverables will consist of PDF documents issued via email or secure file sharing system.
- Respond to questions or comments provided by jurisdictional plan review.

SUPPLEMENTAL SERVICES

- Provide 3D renderings of the building exteriors options.
- Provide a 3D fly-over animation (after rendering completion) – if requested.

PROPOSED DESIGN SCHEDULE



Design services will be provided in accordance with Attachment C – City of Pflugerville SH 45 Pump Station – Draft Schedule.

PROFESSIONAL FEES

Professional Fees: City of Pflugerville Pump Station	
Scope	Fees
Architecture Design	\$ 58,500.00
Cost Estimating (30% OPCC)	\$ 4,000.00
Estimate Total (Not-To-Exceed):	\$ 62,500.00

Supplemental Services	
Scope	Fees
3D Renderings	\$ 14,000.00
3D Fly-Over Animation	\$ 6,000.00

Fee Notes:

1. Work will be performed on an hourly not-to-exceed basis per the attached Fuse rate schedule.
2. We reserve the right to negotiate additional fees if the scope of work or schedule changes significantly.

REIMBURSABLE EXPENSES

Reimbursable expenses will be invoiced in addition to our Professional Fees and shall be invoiced at cost + 10%. Reimbursable Expenses may include reprographics (excluding internal plots and printing), travel, TDLR/RAS fees and other normal out-of-pocket costs directly associated with our services.

ADDITIONAL SERVICES

Any services beyond the Basic Scope of Services outlined above shall be considered Additional Services and are subject to additional compensation. Additional Services include but are not limited to the work scope items listed below:

- Final Design services (60% Design review package, 90% Design review package, Issue for Construction).
- Construction Administration services.
- Additional design, coordination, or CA not listed above.

- Project Management
- Building Information Modeling beyond LOD 300
- BIM/Model coordination
- Civil Engineering
- Structural Engineering
- MEP Engineering
- Landscape Architecture
- Geotechnical investigations
- Acoustical engineering
- Furniture, fixtures and equipment design or procurement
- Additional design deliverable submissions not included above.
- LEED design or design of other sustainability features
- Construction Administration beyond scope shown above.
- Work required due to significant changes to previously approved Documents
- Work required due to changes in applicable codes, laws, or regulations subsequent to the Client's approval of the Documents.
- Value engineering or redesign efforts to meet construction budgets.
- Life cycle cost analyses
- Permitting, permit expediting services or payment of permitting fees.
- Bidding or bid coordination.
- Work resulting from corrections or revisions required because of errors or omissions in construction by the contractor or subcontractors.
- Special inspections or material testing
- Construction sequencing
- As-Builts or Record Documents

HOURLY RATE SCHEDULES

2025-2026	
Senior Project Manager	\$225
Project Manager	\$215
Senior Architect	\$205
Project Architect	\$195
Staff Architect	\$170
Intern Architect	\$160
CAD / BIM Manager	\$135
Document Control	\$110
Executive Assistant	\$125

DELIVERY OF SERVICE

The Architect's services will be performed as expeditiously as is consistent with professional practice. Architect and Client will jointly develop a reasonable schedule for preparation of the Documents (as that term is defined in the General Terms and Conditions). This schedule shall allow an appropriate amount of time for each phase of Architect's services. Architect, however, shall not have any liability in the event of any deviations from the schedule. Architect and Client will exercise reasonable efforts to coordinate with each other and Client's other consultants for the Project in order to avoid unreasonable delay in the orderly and sequential progress of services.

ADDITIONAL PROVISIONS

The Client shall be the general administrator of the professional services for the Project and shall facilitate the exchange of information among Client's consultants, including Architect. Except as stated below, all written communications between the Architect and Owner, Contractor or Client's other consultants for the Project shall be forwarded through the Client or will include Client as a recipient of a copy of such written communications. Architect may communicate directly with Client's consultants in connection with the development of the Documents.

We appreciate the opportunity to provide professional services on the Project. If you have any questions regarding this Professional Services Agreement, please do not hesitate to contact us.

Sincerely,



Paul E. Meyer, AIA, NCARB, LEED AP
Principal/ Owner

Acceptance:

BGE, Inc.

Signature

Date

CC: Beth Guillot – Fuse, Lane Hicks – Fuse, Nick Angelo - Fuse



09.22.25 (REV2)

Makenzie Davis
Sr. Project Manager, Public Works
BGE, Inc.
7330 San Pedro Ave, Suite 301
San Antonio, TX 78216

Re: Proposal – Scope of Structural/HVAC/Fire Protection Engineering Services and Compensation
City of Pflugerville
SH-45 Pump Station Project

Dear Makenzie,

We are pleased to express our interest in providing structural, HVAC, and Fire Protection engineering services for the referenced project and offer the following proposal for your consideration.

We understand the project to be the preliminary design for a new 5 MGD pump station (firm capacity) with a new ground storage tank (GST) and related appurtenances for the City of Pflugerville. The facility will be located along SH 45 east of the SH 130 interchange. IMEG Corp. (IMEG) will perform preliminary engineering recommendations for the heating, ventilation, and air conditioning (HVAC) system, minimal fire protection improvements, and structural recommendations as a subconsultant to BGE, Inc. (BGE). All structural designs shall be performed in the detailed phase, authorized at a later date. Recommendations will make provisions for future build-out conditions, which generally include a 2 MG elevation storage tank (EST), 5 MGD pump station expansion (10 MGD Firm Capacity), and related improvements.

Design elements for the project include the preliminary design and coordination of the following primary components:

- (1) new Pump Station and Electrical building. Proposed buildings will be a pre-engineered metal building, with partial stone cladding, metal wall panels, and cast-in-place concrete foundation. Building will contain all electrical and PLC equipment and will require HVAC and limited Fire Protection; Pumps are likely to be installed in the same building (to be confirmed during final design), separated by a wall (non-conditioned space), or in a separate building. Pump Station building will include forced air ventilation. Structural scope for the new building includes foundations and supports for new vertical turbine pumps and pump can encasements.
- Accommodation for a hoist or similar crane system within the Pump Station Building.
- Air-conditioned systems are anticipated to be packaged air conditioning units (PAC). It is assumed a minimum of two units, each providing 50% of the total cooling demand, will be provided. Units will be stand-alone units installed on concrete slab(s).
- IMEG to coordinate building layout for overhead ductwork, registers, HVAC supports, and condensate drainage.
- Electrical Unit Heaters are anticipated for the electrical building and the pump station building (to be confirmed during final design).
- Fire Protection will include smoke detectors within all rooms and will be tied to the pump station's control/alarm system.

- One (GST) will be installed (up to 2 MG GST). Structural scope limited to general tank coordination and key foundation design parameters – it is anticipated the tank and foundation design will be by the contractor. IMEG will review and provide comments on the geotechnical report and will provide recommendations for future bore locations.
- One proposed hydropneumatic tank (surge tank) will be installed, requiring the design of a concrete slab and tank supports.
- The following slabs are anticipated for the project: one standby generator slab, one transformer pad, and one or up to two PAC slabs.
- All Valves will be installed in pre-cast vaults, therefore not requiring any structural design.
- No provisions for any involvement in design elements beyond this pump station fence boundary are included.
- Construction plans will be submitted through the building permit process through the City of Pflugerville.

The following provides detailed scope by phase.

PHASE I – PROJECT COORDINATION AND MANAGEMENT

IMEG will perform the following:

TASK I.A: Project Meetings, General Admin, QA/QC

IMEG will perform duties necessary to coordinate and complete the work which includes:

- Project setup
- Perform general management and coordination duties necessary to complete the work.
- Submit monthly invoicing
- Attend Owner project kickoff meeting (In Person).
- Attend up to six (6) one-hour bi-weekly internal coordination meetings via conference call.
- Attend up to one (1) Owner progress meeting (Virtual).
- Attend up to one (1) Owner review workshop (In Person).
- Geotechnical Coordination, including a redline exhibit of the proposed geotechnical bore locations as it relates to structural design.
- Perform internal QA/QC of the structural portions of the scope prior to all submittals.

PHASE II – PRELIMINARY DESIGN

IMEG will perform the following:

TASK II.A: 30% Design Submittal and PDR

- Develop structural and HVAC portions of the Preliminary Design Report for the project, and will include the following:
 - Summary of evaluation and recommendation of the HVAC system for the proposed electrical building, that generally includes summary of codes and standards used, design conditions, electrical building considerations, PAC unit recommendations, and electrical unit heater recommendations.
 - Summary of evaluation and recommendation of the Fire Protection System for the proposed electrical building that generally includes summary of codes and standards used, summary discussions with the fire marshal and city staff, and recommendations for fire protection monitoring.
 - Summary of evaluation and recommendation of structural design for the various slabs and building foundations (including vertical turbine pump supports and can

- encasements), that generally include Codes and Standards, Structural Load Parameters (Live Load, Occupancy, Seismic Load, etc..), general design criteria, over excavation limits, list of special inspections, etc..
- Develop 30% drawings for all scoped items.
 - IMEG will provide up to three reviews via Bluebeam redlines of the proposed electrical building as it relates to overhead ductwork, registers, HVAC supports, condensate drainage, and related appurtenances.
 - Provide 30% OPCC for structural, HVAC, and fire protection related costs.

PHASE III – FINAL DESIGN

No Scope

PHASE IV – BID PHASE

No Scope

PHASE V – CONSTRUCTION ADMINISTRATION

No Scope

PHASE VI – SPECIAL SERVICES

No Scope

EXCLUSIONS

Services excluded from scope:

- Materials or geotechnical testing. Any lead and asbestos testing will be performed by others.
- Architectural, mechanical, site civil, surveying, piping, or electrical design or specification services unless noted above.
- Geotechnical engineering services.
- Meetings or site visits beyond the number defined in the scope above.
- Confined space entries of any kind, unless noted otherwise above. Special services are required to accommodate any required entries identified during the course of the assessment.
- Design of excavation protection or retention systems.
- Design of precast concrete vaults.
- Design of prestressed concrete tanks
- Final Design, Bid Phase, and Construction Administration services.
- Special inspections or responsibility for special inspections as the registered design professional in responsible charge (as defined by the International Building Code).

FEES, PAYMENT AND REIMBURSABLES

We propose to provide BASIC engineering services on a TIME AND MATERIALS basis as per the table below. Special services will be performed on a time and materials basis only where authorized.

STRUCTURAL DESIGN BASIC SERVICES	
PHASE I - PROJECT COORDINATION AND MANAGEMENT	\$ 15,160
PHASE II - PRELIMINARY DESIGN	\$ 25,330
PHASE III - FINAL DESIGN	No Scope
PHASE IV - BID PHASE	No Scope
PHASE V - CONSTRUCTION ADMINISTRATION	No Scope
TOTAL STRUCTURAL DESIGN BASIC SERVICES	\$ 40,490

HVAC & FIRE PROTECTION DESIGN BASIC SERVICES	
MECHANICAL & FIRE PROTECTION DESIGN	\$ 7,520
TOTAL HVAC & FIRE PROTECTION DESIGN BASIC SERVICES	\$ 7,520

The fee development and authorized additional or special services are based on the hourly rates in Exhibit A and B.

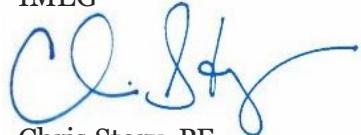
Reimbursable expenses for authorized additional services will be invoiced at 1.10 times net cost to IMEG. Reimbursable expenses include:

- Travel expenses including mileage at \$0.70 per mile.
- Reproduction

Invoices for progress payments of the basic fee will be billed each month for services performed during the prior month on a percentage of completion basis. The terms and conditions of the PRIME professional services agreement with the CITY shall apply.

We appreciate your consideration and look forward to working with you.

Sincerely,
IMEG



Chris Story, PE
Client Executive

Enclosure:
Exhibit A- Civil Hourly Rates
Exhibit B- SMEPT Hourly Rates
Exhibit C – Structural Fee Backup
Exhibit D- Mechanical & Electrical Fee Backup

Exhibit A-



2025 STANDARD HOURLY RATES - CIVIL
(rates adjusted annually)

Senior Client Executive/ Senior Market Director / VP	\$300
Client Executive / Market Director	\$295
Project Executive	\$250
Senior Project Manager 2	\$235
Senior Project Manager 1	\$210
(Engineer / Landscape Architect / Planner) of Distinction	\$235
Senior (Engineer / Landscape Architect / Planner) 3	\$225
Senior (Engineer / Landscape Architect / Planner) 2	\$205
Senior (Engineer / Landscape Architect / Planner) 1	\$190
Project (Engineer / Landscape Architect / Planner) 2	\$180
Project (Engineer / Landscape Architect/ Planner) 1	\$170
Graduate (Designer / Surveyor) 2	\$140
Graduate (Designer / Surveyor) 1	\$125
Senior Land Surveyor 3	\$185
Senior Land Surveyor 2	\$175
Senior Land Surveyor 1	\$160
Project Surveyor 2	\$150
Project Surveyor 1	\$145
Designer of Distinction	\$210
Senior (Designer / Crew Chief) 3	\$200
Senior (Designer / Coordinator / Crew Chief) 2	\$175
Senior (Designer / Coordinator / Crew Chief) 1	\$160
(Project Designer / Coordinator / Senior Technician / Crew Chief) 2	\$150
(Project Designer / Coordinator / Senior Technician / Crew Chief) 1	\$145
Designer 2 / Planner 2 / Technician 4	\$135
Designer 1 / Planner 1 / Technician 3	\$120
Design Technician 2 / Technician 2	\$110
Design Technician 1 / Technician 1 / Intern	\$100
Senior Construction Administrator	\$165
Construction Administrator	\$145
GIS System Architect	\$145
GIS Analyst	\$135
Graduate (GIS Analyst) 2	\$130
Graduate (GIS Analyst) 1	\$120
Administrative Assistant	\$95

*These rates are for staff located in the office providing the rates. Staff based in one of IMEG's other offices may have different billing rates. These rates can be provided upon request.

Exhibit B-



2025 STANDARD HOURLY RATES - SMEPT/MEQ/Cx (rates adjusted annually)

Senior Client Executive / Senior Market Director / VP	\$310
Client Executive / Market Director	\$285
Project Executive	\$265
Senior Project Manager 2	\$240
Senior Project Manager 1	\$220
Engineer of Distinction	\$250
Senior (Engineer / Planner / Consultant) 3	\$235
Senior (Engineer / Planner / Consultant) 2	\$205
Senior (Engineer / Planner / Consultant) 1	\$190
Project (Engineer / Consultant) 2	\$170
Project (Engineer / Consultant) 1	\$155
(Graduate Designer / Consultant / Planner / Authority / Analyst) 2	\$135
(Graduate Designer / Consultant / Planner / Authority / Analyst) 1	\$120
Designer of Distinction	\$215
Senior (Designer / Authority) 3	\$195
Senior (Designer / Authority) 2	\$190
Senior (Designer / Authority) 1	\$170
Project (Designer / Authority) 2	\$155
Project (Designer / Authority) 1	\$140
(Designer / Authority / Analyst) 2	\$125
(Designer / Authority / Analyst) 1	\$115
Design Technician 2	\$100
Design Technician 1 / Intern	\$90
Senior Construction Administrator	\$190
Construction Administrator	\$155
Senior Procurement Manager	\$265
Senior Procurement Specialist	\$240
Project Coordinator	\$130
Structural Inspector of Distinction	\$250
Senior Structural Inspector	\$145
Structural Inspector 3	\$130
Structural Inspector 2	\$115
Structural Inspector 1	\$100
Senior Virtual Design Coordinator 2	\$145
Senior Virtual Design Coordinator 1	\$135
Virtual Design Coordinator 2	\$130
Virtual Design Coordinator 1	\$115
Virtual Design Technician	\$100
Administrative Assistant	\$90

*These rates are for staff located in the office providing the rates. Staff based in one of IMEG's other offices may have different billing rates. These rates can be provided upon request.

FEE CALCULATION Estimate of Hours					
MECHANICAL DESIGN:	Client Exec/ Project Exec/Sr PM	Engineer	Designer	Const Admin	Virtual Design/ BIM
	\$310/Hr	\$190/Hr	\$155/Hr	\$155/Hr	\$130/Hr
Design Meetings		8	6		
Site review		6			
Design/Report		4	16		
Check and Pickup		2	2		
Subtotal Mechanical Design:	0	3800	3720	0	0

ATTACHMENT F

City of Pflugerville SH-45 Pump Station Project Electrical Engineering Project Scope

1. Overview and Understanding:

This project will provide a new pump station with a new ground storage tank and related appurtenances at a new location (Project) for the City of Pflugerville (Owner). Gupta & Associates, Inc. (GAI) will perform 30% level design and Preliminary Engineering Report (PER) for both the electrical distribution and controls (ED&C) and the instrumentation and controls (I&C) design as a subconsultant to BGE, Inc. (BGE).

1.1. Project Description

1.1.1. Pump Station

1. A new 5 MGD (firm capacity) pump station will be constructed that will consist of:
 - a. A building that houses all electrical equipment;
 - b. Pumps are likely to be installed in a separate building;
 - c. Anticipated major electrical loads for the site shall generally include:
 - i. Five pumps of equal size, all motors will be 480V, and each will be controlled with a variable frequency drive (VFD);
 - ii. Air compressor for hydropneumatics surge tank;
 - iii. HVAC systems for the electrical building;
 - iv. Valves and gates;
 - v. Minimal site and building lighting; and
 - vi. Miscellaneous other electrical loads.
2. This is a greenfield site requiring new electric service:
 - a. The power company has overhead power lines in the area, but these facilities will require upgrade;
 - b. The option of dual utility feed will be evaluated; and
 - c. A standby generator is anticipated.
3. Designs will make provisions for future build out conditions, which generally include a 2 MG elevations storage tank and 5 MGD pump station expansion (10 MGD total firm capacity).

1.1.2. Other Facilities

1. One proposed ground storage tank (GST) will be installed (up to 2 MG GST);
2. One proposed hydropneumatic tank (surge tank) will be installed
3. Provisions for a future elevated storage tank (EST) and future pumps will be incorporated;
4. No provisions for any involvement in design elements beyond this pump station fence boundary are included; and
4. No chemical injection will be incorporated.

1.2. Project Description – Basic Services

1.2.1. Electrical Distribution and Controls

1. New electrical service will be required at this location. GAI will work with the utility providers in the area to evaluate options for providing electric service (no in-person meetings anticipated for this effort);
2. Up to three site plan configurations to be evaluated:
 - a. GAI will contribute to this evaluation for consideration of the cost for ductbanks
 - b. In all cases, the one-line diagram is anticipated to remain the same.
3. Up to three electrical room layouts will be evaluated. No floor plans for the separate pump building are anticipated for this preliminary engineering report phase;
4. A standby electric generator will be provided for the pump station:
 - a. Screening walls (if required) and equipment pad for the generator will be designed by others;
 - b. A sound attenuation enclosure will be required for the generator; and
 - c. The fuel option of diesel versus natural gas to be evaluated during the preliminary engineering phase. Evaluation of the availability of a suitable natural gas supply in the area is to be done by others.
5. Lightning protection will be provided for both the pump station building and the GST;
6. GAI will perform a preliminary power study during the preliminary design phase and included the results in the preliminary engineering report. This will not include detailed protective device

City of Pflugerville SH-45 Pump Station Project
Electrical Engineering Project Scope

coordination or arc flash labeling, as that is to be done by the Construction Contractor. This preliminary study will provide:

- a. Anticipated short circuit current values based upon power company provided available fault current data; and
- b. Preliminary arc flash hazard analysis based upon generic assumed overcurrent protection.
7. Heat trace will be included on any above grade waterline 6" and smaller.

1.2.2. Instrumentation and Controls

1. The control system will be a PLC-based package;
2. The pumps at the pump station will operate as follows:
 - a. Operator will enter a system pressure setpoint and the VFDs will start/stop and modulate speed to maintain system pressure setpoint;
 - b. The pumps will operate on a lead/lag basis with the first pump started being the first pump to be commanded to stop.
3. Both the GSTs and the EST will have level instruments, but no automatic sampling;
4. The overall site plan will include where security cameras and access control badge readers will be located;
5. Valve control for GST and hydropneumatics surge tank will be defined;
6. GAI will evaluate available options for providing remote communications to this site:
 - a. Point to point radio communication;
 - b. Cellular communications; and
 - c. Fiber optic cable is not anticipated to be an option.

1.3. Work Definition

1.3.1. Design Clarifications

GAI requests the following:

1. All civil, mechanical, and structural reference files to be provided to GAI for incorporation into the preliminary design documents.
2. GAI will provide internal quality reviews prior to each submittal. However, recognizing that the input to GAI's design effort is dependent upon other disciplines, adequate time is required between modifications by other disciplines and submittal milestones to allow GAI to perform these quality reviews. A minimum of one week is requested during which no further changes to reference files, HP sizing, etc. will be incorporated.
3. Equipment load lists to be provided by BGE to include:
 - a. Motor HP sizes, control means (constant versus variable speed), and RPM.
 - b. Motorized valves HP sizes and control means (open/close versus modulating).
 - c. Which loads are to be backed up by generator including how many are expected to run on the generator at any one time.
4. Process control strategies for each process area listed above to be provided by BGE to be used as the basis for developing preliminary control narratives.
5. Process flow diagrams for each process area listed above to be provided by BGE to be used as the basis for developing preliminary P&IDs.

1.3.2. Administrative

This work will include the following administrative services:

1. This proposal is for the Preliminary Engineering Design Phase only. Any reference herein to subsequent phases is provided for reference only;
2. GAI will provide various submittals for Owner's review of the design process. These submittals are expected to be:
 - a. Draft Preliminary Engineering Report (PER) for internal review;
 - b. Draft PER for submittal to the Owner for review; and
 - c. Conformed PER for record purposes.
3. GAI will provide monthly invoicing for this work to BGE. The duration of this Project is expected to be:

a. Preliminary Design Phase (PER):	5 months
b. Design Phase:	TBD



City of Pflugerville SH-45 Pump Station Project
Electrical Engineering Project Scope

- c. Construction Phase: TBD
4. GAI will participate in a project kickoff meeting in-person;
5. GAI will participate in various design team and Owner workshops to review project progress. These include:
- a. PER Team Coordination Conference Calls (Virtual): 12
 - b. PER Phase Coordination/Progress Meeting with Owner (Virtual): 3
 - i. Building layout;
 - ii. Power service options (utility extension, backup generator, redundant feeders); and
 - iii. Miscellaneous
 - c. PER Phase Coordination Workshop with Owner (In Person): 1
6. Preliminary Opinions of Probable Construction Costs (OPCC) will be provided for each submittal.

1.3.3. Preliminary Engineering Report

The Preliminary Engineering Report (PER) will generally consist of the following:

- 1. Summary of evaluation and recommendation of available power options including:
 - a. Requirement to upgrade existing utility facilities in the area to accommodate the new pump station;
 - b. Potential of bringing in a secondary utility feeder; and
 - c. The evaluation of diesel versus natural gas as the preferred option for the standby generator.
- 2. Summary of evaluation and recommendation of available options for providing remote communications to this site;
- 3. Identification of long lead time equipment; and
- 4. A 30% Preliminary Design set of drawings, generally consisting of:
 - a. One-line diagram;
 - b. Electrical room layouts;
 - c. Overall site plans; and
 - d. Piping and Instrumentation Diagram.

1.3.4. Final Design – Plan Drawings

Not included at this time.

1.3.5. Advertising and Bidding Services

Not included at this time.

1.3.6. Construction Phase Services

Not included at this time.

2. Fee:

GAI will perform these services on a fixed fee basis, based upon the following:

Description	ED&C	I&C	Total
Preliminary Engineering Design	\$93,910	\$22,084	\$115,995
Total	\$93,910	\$22,084	\$115,995

3. Clarifications:

The following items apply to this proposal:

- 1. Opinions of Probable Construction Costs are engineering estimates and are not warranted.
- 2. GAI has not included any software licenses or hardware in this proposal.
- 3. GAI requires a process flow diagram, equipment list, and control strategy to be provided by BGE prior to beginning design.
- 4. This proposal is valid for 60 days.
- 5. This proposal is based upon a contract being issued for this scope of work that includes a set of mutually acceptable terms and conditions.

Pflugerville SH-45 Pump Station												Electrical Engineering											
Gupta & Associates, Inc.	Principal		Project Manager		Engineer - Senior		Engineer		Project Engineer		CAD Tech - Senior		CAD Tech		Accountant		Admin		Subtotal		ODCs	TOTAL	
	Rate:	\$ 309	Rate:	\$ 288	Rate:	\$ 263	Rate:	\$ 206	Rate:	\$ 173	Rate:	\$ 129	Rate:	\$ 106	Rate:	\$ 129	Rate:	\$ 88	Hours	Cost	5%	Cost	
	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost			
TASK SUMMARY - BASIC SERVICES																							
1.0 Project Management/Administration	0	\$ -	25	\$ 7,200	19	\$ 4,997	0	\$ -	0	\$ -	0	\$ -	5	\$ 645	0	\$ -	49	\$ 12,842	\$ 641	\$ 13,483			
1.1 Project Management/Administration		\$ -	3	\$ 864		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	3	\$ 864	\$ 42	\$ 906			
1.2 Invoice Processing		\$ -	3	\$ 864		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	8	\$ 1,509	\$ 75	\$ 1,584			
1.3		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -	\$ 0	\$ -			
1.4 Meetings		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -	\$ 0	\$ -			
1.5 Pre-Design Kickoff Meeting		\$ -	8	\$ 2,304	8	\$ 2,104		\$ -		\$ -		\$ -		\$ -		\$ -	16	\$ 4,408	\$ 220	\$ 4,628			
1.6 Design Progress Meetings (3 with Owner)		\$ -	3	\$ 864	3	\$ 789		\$ -		\$ -		\$ -		\$ -		\$ -	6	\$ 1,653	\$ 83	\$ 1,736			
1.7 PER Phase Coordination Workshop		\$ -	8	\$ 2,304	8	\$ 2,104		\$ -		\$ -		\$ -		\$ -		\$ -	16	\$ 4,408	\$ 220	\$ 4,628			
1.8		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -	\$ 0	\$ -			
1.9		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -	\$ 0	\$ -			
1.10		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -	\$ 0	\$ -			
2.0 Preliminary Engineering Report	0	\$ -	34	\$ 9,792	47	\$ 12,361	223	\$ 45,938	138	\$ 23,874	7	\$ 903	25	\$ 2,650	0	\$ -	24	\$ 2,112	498	\$ 97,630	\$ 4,882	\$ 102,512	
ED&C		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -	\$ 0	\$ -			
2.1 Initial Site Visit and Investigation		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -	\$ 0	\$ -			
2.2 Prepare Draft Tech Memo	0	\$ -	2	\$ 576	30	\$ 7,890	132	\$ 27,192	120	\$ 20,760	0	\$ -	0	\$ -		8	\$ 704	292	\$ 57,122	\$ 2,856	\$ 59,978		
3.2 Prepare 30% Drawings		\$ -		\$ -	6	\$ 1,578	22	\$ 4,532		\$ -	6	\$ 774	22	\$ 2,332		\$ -	56	\$ 9,216	\$ 461	\$ 9,677			
2.3 Submit Draft Tech Memo	0	\$ -	8	\$ 2,304	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -		4	\$ 352	12	\$ 2,656	\$ 133	\$ 2,789		
2.4 Tech Memo Review Meeting		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -	\$ 0	\$ -			
2.5 Prepare Final Tech Memo	0	\$ -	0	\$ -	0	\$ -	8	\$ 1,648	8	\$ 1,384	0	\$ -	0	\$ -		0	\$ -	16	\$ 3,032	\$ 152	\$ 3,184		
2.6 Submit Final Tech Memo	0	\$ -	8	\$ 2,304	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -		4	\$ 352	12	\$ 2,656	\$ 133	\$ 2,789		
2.7 Bi-Weekly Design Team Coor Meetings (Report Phase)		\$ -		\$ -	10	\$ 2,630		\$ -	10	\$ 1,730		\$ -		\$ -		\$ -	20	\$ 4,360	\$ 218	\$ 4,578			
I&C		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -	\$ 0	\$ -			
2.8 Initial Site Visit and Investigation		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -	\$ 0	\$ -			
2.9 Prepare Draft Tech Memo	0	\$ -	0	\$ -	0	\$ -	40	\$ 8,240	0	\$ -	0	\$ -	0	\$ -		40	\$ 8,240	\$ 412	\$ 8,652				
3.9 Prepare 30% Drawings		\$ -		\$ -	1	\$ 263	3	\$ 618		\$ -	1	\$ 129	3	\$ 318		\$ -	8	\$ 1,328	\$ 66	\$ 1,394			
2.10 Submit Draft Tech Memo	0	\$ -	8	\$ 2,304	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -		4	\$ 352	12	\$ 2,656	\$ 133	\$ 2,789		
2.11 Tech Memo Review Meeting		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -	\$ 0	\$ -			
2.12 Prepare Final Tech Memo	0	\$ -	0	\$ -	0	\$ -	8	\$ 1,648	0	\$ -	0	\$ -	0	\$ -		0	\$ -	8	\$ 1,648	\$ 82	\$ 1,730		
2.13 Submit Final Tech Memo	0	\$ -	8	\$ 2,304	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -		4	\$ 352	12	\$ 2,656	\$ 133	\$ 2,789		
2.14 Bi-Weekly Design Team Coor Meetings (Report Phase)		\$ -		\$ -	10	\$ 2,060		\$ -		\$ -		\$ -		\$ -		\$ -	10	\$ 2,060	\$ 103	\$ 2,163			
	0	\$ 0	59	\$ 16,992	66	\$ 17,358	223	\$ 45,938	138	\$ 23,874	7	\$ 903	25	\$ 2,650	5	\$ 645	24	\$ 2,112	547	\$ 110,472	\$ 5,523	\$ 115,995	

PROPOSAL
PROFESSIONAL ENGINEERING SERVICES
FOR
BGE, INC.



September 18, 2025

Ms. Makenzie Davis, PE
Senior Project Manager
BGE, Inc.
MDavis@bgeinc.com

Transient Analysis to support the Pflugerville SH 45 Pump Station project

Dear Ms. Davis,

BGE is designing a new pump station and storage facilities for the City of Pflugerville. This proposal is for work to support that design by modeling the expected pressure transients generated by the new station and recommended mitigation measures like air valves, control valves, or surge tanks.

Transient Analysis Approach

A Bentley WaterGEMS Hammer model will be developed for the new proposed pump station and transmission main to perform the transient analysis. The program is capable of simulating steady state and transient (unsteady) operations of liquid-carrying closed conduit systems of pipes, valves, pumps, turbines, and surge relief devices such as pressure relief valves, vacuum breaking valves, air chambers, and surge tanks etc.

To support the proposed design, recommendations from this study can then be incorporated into the final construction drawings.

Scope of Work

The work will be split up between two phases: an initial situation that includes pumping up to 5 MGD from a ground storage tank, and a future condition when the pump station is expanded to 10 MGD and pumps to elevated storage.

Specific tasks performed by Verdantas in each phase will include:

- **Modeling Studies.** Perform a transient modeling analysis using Bentley's Hammer software for each phase. This will generate expected transients being developed by the pumping scenarios, identify serious consequences, and recommend improvements to address them. This includes using
- **Design Recommendations.** Work with the BGE team to revise drawings and specifications to accommodate the recommended improvements, including valve sizing and timing, surge tank sizing, etc as needed.

- **Technical Memo.** Write a technical memo summarizing the modeling studies and design recommendations. Submit PDF copy to BGE for transmittal to Owner. Revise any comments and submit final PE Stamped PDF report.

Assumptions

Verdantas will assume the following as part of the transient modeling effort:

- The existing water distribution model provided by others is accurate, complete, and does not require additional modifications or refinement to be used.
- Verdantas to be furnished PDF design drawings and specifications of the transmission main and pump stations showing proposed line length, material, invert elevations, pumps with centerline elevations, valves, and site plan drawings. The control narrative for the pumps will also need to be furnished.
- No calibration or start-up work is included.

Fees & Schedule

Professional fees are offered for the hourly not-to-exceed fees listed below:

Phase	Modeling Study	Design Recommendations	Technical memo	Total
Phase One (Station pumping 5 MGD with 2MG Ground storage tank upstream)	\$20,000	\$10,000	\$10,000	\$40,000
Phase Two (Station pumping 10 MGD to a future elevated storage tank)	\$5,000	\$5,000	\$2,000	\$12,000
				\$52,000

Requested payment terms are invoiced monthly based on actual manhours incurred. General payment terms are net 30 days. If the project is canceled, BGE, Inc. will be invoiced for cost and expenses incurred to date at the time the cancellation notice is received.

Please feel free to contact me if you have any questions about the aforementioned scope, budget, or schedule.

Respectfully,



Dan Barr, P.E.
Senior Project Manager
Phone: 614.633.5029
Email: dbarr@ctconsultants.com

cc: Becca Hall



VERDANTAS MIDWEST AREA
2025 STANDARD BILLING RATE SCHEDULE

<u>Professional Services</u>	<u>Hourly Rate</u>	<u>Survey</u>	<u>Hourly Rate</u>
Senior Consultant I	\$250.00	Staff Surveyor I	\$120.00
Senior Consultant II	\$280.00	Staff Surveyor II	\$140.00
Senior Consultant III, AVP, Principal	\$310.00	Staff Surveyor III	\$155.00
Senior Consultant IV, VP, Sr. Principal	\$340.00	Surveyor	\$175.00
Senior Project Manager	\$235.00	Senior Surveyor	\$210.00
Project Manager	\$210.00	Survey Crew Member	\$90.00
		Survey Crew Chief	\$120.00
Staff Engineer/Architect I	\$125.00	Survey Crew	\$210.00
Staff Engineer/Architect II	\$140.00		
Staff Engineer/Architect III	\$165.00	<u>CAD/GIS/Data Management</u>	<u>Hourly Rate</u>
Engineer/Architect	\$190.00	Senior Project Designer	\$155.00
Senior Engineer/Architect, Principal, Sr. Principal	\$225.00	Project Designer	\$140.00
		CAD Designer I	\$120.00
Staff Scientist/Geologist/Ecologist I	\$120.00	CAD Designer II	\$135.00
Staff Scientist/Geologist/Ecologist II	\$135.00	CAD Technician I	\$105.00
Staff Scientist/Geologist/Ecologist III	\$150.00	CAD Technician II	\$120.00
Scientist/Geologist/Ecologist	\$165.00	CAD Technician III	\$125.00
Senior Scientist/Geologist/Ecologist, Principal, Sr. Principal	\$210.00		
		Senior GIS Analyst	\$155.00
<u>Support</u>	<u>Hourly Rate</u>	GIS Analyst I	\$125.00
Administrative//Technical Editor/Project Coordinator I	\$90.00	GIS Analyst II	\$135.00
Administrative//Technical Editor/Project Coordinator II	\$125.00	GIS Technician I	\$105.00
Technician I	\$95.00	GIS Technician II	\$120.00
Technician II	\$100.00		
Technician III	\$115.00	Senior Data Manager	\$155.00
Senior Technician	\$130.00	Data Manager	\$140.00
Construction Representative I	\$105.00		
Construction Representative II	\$115.00		
Construction Representative III	\$125.00		
Senior Construction Representative	\$135.00		

NOTES:

1. Standard Billing Rates: Our standard billing rates are reviewed no less than annually and may be adjusted at those times.
2. Expert Testimony: Litigation, expert witness, and all other legal and court related appearances will be billed at twice the standard fee schedule rate. There is a minimum eight-hour charge per day and a minimum overall fee of \$2,000.00 per case.
3. Higher Hourly Rates: Certain services, such as emergency/rapid response consulting, may be subject to higher hourly billing rates as agreed upon on a project-specific basis.
4. Overtime: Overtime for time worked on a project exceeding 8 hours per day, Holidays, and/or Sundays will be billed at 1.5 times the standard rate or as agreed upon on a project-specific basis.
5. Field Equipment and Supplies: Field equipment and in-house supplies will be billed at fixed unit prices, subject to periodic updates.
6. Subcontractors and Project Expenses: All project-related expenses are chargeable at cost plus 10% or in accordance with the specific project agreement. Subcontractor charges, costs of rental of specialized equipment, and any other costs not associated with normal overhead are billed at cost plus 15% or in accordance with the specific project agreement.
7. Mileage: The mileage for personal vehicles will be billed at the current United States Internal Revenue Service reimbursement rate.
8. General Terms and Conditions: Please refer to the General Terms and Conditions for further details.

Mr. Brian Rice, PE
 BGE, Inc.
 101 W Louis Henna Blvd, Suite 400
 Austin, TX 78728

Proposal No. 0125-041
 September 19, 2025 (revised)

**Proposal for Preliminary Geotechnical Investigation
 City of Pflugerville Pump Station at SH 45
 Pflugerville, Texas**

Balcones Geotechnical, LLC (Balcones) is pleased to submit this proposal to perform a preliminary geotechnical investigation for a proposed pump station (PS) and ground storage tank (GST) to be constructed on a 6.2-acre parcel located along SH 45, just west of SH 130 in Pflugerville, Texas. Currently, the site is occupied by a single-family farm dwelling with grassed areas, residential and barn structures, and gravel driveways.

The geotechnical scope will consist of two phases where Phase 1 will include of drilling of 2 preliminary borings for the purposes of evaluating site and subsurface conditions, and establishing preliminary design; and Phase 2 which will include 9 additional borings in the proposed GST and PS footprints for the final design.

The geotechnical investigation and report for this project will include field, laboratory, and engineering phases. The following sections of this proposal include the scope of our services in three study phases, a cost estimate, an estimated schedule, and proposed terms and conditions.

Field Investigation

Based on available geologic information, the site is mapped as being underlain surficial clay remnants and limestone of the Austin Group. The site is located about 1.8 miles west of a fault interface of Austin Group limestone and Taylor Group clay and shale. Based on our understanding of the proposed scope and preliminary stage of the project, we propose the following drilling scope:

Phase	Proposed Drilling Scope	Total Drilling Footage
1	1 boring to 40-ft in proposed GST and PS area 2 borings to 25-ft depth along proposed pipeline	65 ft
2	5 borings to 40 and 50 ft depths within proposed GST 4 borings to 25 to 35 ft depths within proposed PS area 2 borings to 20 ft depth along proposed pipeline and access drive	370 ft



Borings will be performed using a truck-mounted drilling rig equipped with augering and sampling techniques. Soils will be sampled by either pushing a thin-walled tube (ASTM D1587) or with a split barrel sampler while performing the Standard Penetration Test (ASTM D1586). Rotary rock coring will be performed in general accordance with ASTM D2113, where limestone and/or shale material is encountered. Boreholes will be backfilled with a mixture of auger cuttings and bentonite pellets.

Laboratory Testing

Laboratory index tests (natural water contents, Atterberg limits, and partial gradation analyses) will be performed to classify soil strata and evaluate plasticity. Unconfined compression tests will be conducted on selected undisturbed clay specimens to evaluate the compressive strength of the subsurface strata. We have also included corrosion testing suite consisting of soil pH, soluble sulfates, soluble chlorides, and box resistivity. Swell tests will be performed if deemed necessary. The actual lab testing program will be dependent on the soil encountered.

Engineering Report

Engineering analyses of the results of the field and laboratory data will be made to develop geotechnical parameters for foundation design and construction. A Phase 1 Preliminary Report, and a Phase 2 Final Report will be provided. Specifically, each report will include the following:

1. Description of the field investigation and laboratory testing program;
2. Boring location plan;
3. Soil boring logs with detailed descriptions and soil classifications based on the Unified Soil Classification System (ASTM D2487);
4. Discussion of area geology, and subsurface information including stratigraphy and generalized subsurface conditions;
5. Depth to groundwater, if encountered, and comments regarding potential impact on construction;
6. Foundation recommendations including type, allowable bearing pressures and bearing elevations, and associated settlement/PVR (potential vertical rise);
7. Below grade walls recommendations including equivalent fluid pressures, sliding coefficient and provisions for drainage;



8. Provide general discussion of OSHA trench safety for cost estimation purposes (actual design, installation and performance of trench excavation safety systems are the responsibility of the contractor); and
9. General earthwork and construction recommendations.

The Phase 1 Preliminary Report will provide general and presumptive foundation design and construction recommendations. The Phase 2 Final Report will include structure-specific borings and confirm foundation design and construction recommendations. An electronic copy (PDF) of each report will be submitted unless otherwise requested. The undersigned will manage this project.

Cost Estimate

Based on the Phase 1 and Phase 2 scope of work outlined herein, the estimated cost for the requested geotechnical scopes are itemized on the attached. The cost estimates are based on the following:

1. Boring locations can be accessed with a truck-mounted drill rig and no site clearing, grading, or fence dismantling is required to access boring locations.
2. Boring locations will be located using a hand-held GPS device and should be considered approximate.
3. We will notify Texas One-Call at least 72 hours prior to site mobilization of the drilling rig. We request assistance from site personnel assist to clear boring locations of existing utilities.
4. We will perform this work during the normal business hours, during the normal work week.
5. Right-of-entry and right to drill will be secured by others.

The estimated fee may be exceeded if site conditions are significantly different than anticipated or changes in work are required or requested. However, the estimated fee will not be exceeded without the client's prior authorization.

Schedule

Weather and site conditions permitting, field drilling operations can start within 1 to 2 weeks after formal authorization to proceed. Phase 1 field drilling will take 1 day to complete, and Phase 2 field drilling will take 3 to 4 days to complete.



Laboratory testing and reporting will take another 3 to 4 weeks following completion of the field exploration for Phase 1, and 4 to 6 weeks following drilling for Phase 2. We will keep you verbally informed of our findings as they become available.

* * *

Terms and Conditions

The attached Schedule TC-01 describes general contractual conditions including identification of client, on-site responsibilities and risks, warranty, invoicing procedures, and record and sample maintenance.

To indicate acceptance of this proposal, please sign the signature block to indicate your acceptance of the Terms and Conditions set out herein. We appreciate the opportunity to submit this proposal and look forward to working with you on this project.

Sincerely,

Balcones Geotechnical, LLC
TBPE Firm Reg. F-15624



Rebecca A. Russo, P.E.
Senior Geotechnical Engineer

Attachments:

Geotechnical Cost Breakdown – Phase 1
Geotechnical Cost Breakdown – Phase 2
Schedule TC-01

CLIENT:

Authorizing Signature

Typed Name & Title

Firm Name

Date

Geotechnical Investigation Cost Breakdown - Phase 1

City of Pflugerville Pump Station at SH45

Pflugerville, TX

1. Field Investigation		Quantity	Unit	Rate	Subtotal
1A	<i>Field Coordination, Boring Layout, One-Call, Permitting</i>				
	Engineer in Training	6	hr	\$95.00	\$570.00
	Trip Charge	1	ea	\$55.00	\$55.00
	Senior Geotechnical Engineer	1	hr	\$225.00	\$225.00
				Task 1A Subtotal	\$850.00
1B	<i>Drilling and Sampling - Phase 1</i>				
	Mobilization / Demobilization (Drill Rig)	1	l.s.	\$550.00	\$550.00
	Daily Mob (Drilling Support Equipment)	0	ea	\$275.00	\$0.00
	Soil Drilling and Sampling	50	ft	\$28.00	\$1,400.00
	Drilling and Sampling (Rock)	15	feet	\$36.00	\$540.00
	Field Logger	8	hr	\$75.00	\$600.00
	Trip Charge (Logger)	1	ea	\$55.00	\$55.00
	Borehole Backfilling	65	ft	\$5.00	\$325.00
				Task 1B Subtotal	\$3,470.00
				Task 1 Subtotal	\$4,320.00

2. Laboratory Investigation		Quantity	Unit	Rate	Subtotal
	Grain Size Analysis	3	each	\$75.00	\$225.00
	Atterberg Limits	3	each	\$75.00	\$225.00
	Unconfined Compression	3	each	\$75.00	\$225.00
	Consolidation/Swell Testing	2	each	\$225.00	\$450.00
	Corrosion (pH, Sulfates, Chlorides, box resistivity)	1	each	\$400.00	\$400.00
				Task 2 Subtotal	\$1,525.00

3. Engineering and Preliminary Report		Quantity	Unit	Rate	Subtotal
	Project Principal	0	hour	\$325.00	\$0.00
	Senior Geotechnical Engineer	4	hour	\$225.00	\$900.00
	Professional Engineer	16	hour	\$150.00	\$2,400.00
	Project Coordinator, Drafting	8	hour	\$75.00	\$600.00
				Task 3 Subtotal	\$3,900.00

Total Estimated Cost	\$9,745.00
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Geotechnical Investigation Cost Breakdown - Phase 2

City of Pflugerville Pump Station at SH45

Pflugerville, TX

1. Field Investigation		Quantity	Unit	Rate	Subtotal
1A	Field Coordination, Boring Layout, One-Call, Permitting				
	Engineer in Training	8	hr	\$95.00	\$760.00
	Trip Charge	1	ea	\$55.00	\$55.00
	Senior Geotechnical Engineer	2	hr	\$225.00	\$450.00
				Task 1A Subtotal	\$1,265.00
1B	Drilling and Sampling - Phase 2				
	Mobilization / Demobilization (Drill Rig)	1	l.s.	\$550.00	\$550.00
	Daily Mob (Drilling Support Equipment)	2	ea	\$275.00	\$550.00
	Soil Drilling and Sampling	265	ft	\$28.00	\$7,420.00
	Drilling and Sampling (Rock)	105	feet	\$36.00	\$3,780.00
	Field Logger	30	hr	\$75.00	\$2,250.00
	Trip Charge (Logger)	3	ea	\$55.00	\$165.00
	Borehole Backfilling	370	ft	\$5.00	\$1,850.00
				Task 1B Subtotal	\$16,565.00
				Task 1 Subtotal	\$17,830.00

2. Laboratory Investigation		Quantity	Unit	Rate	Subtotal
	Grain Size Analysis	10	each	\$75.00	\$750.00
	Atterberg Limits	10	each	\$75.00	\$750.00
	Unconfined Compression	10	each	\$75.00	\$750.00
	Consolidation/Swell Testing	4	each	\$225.00	\$900.00
	Corrosion (pH, Sulfates, Chlorides, box resistivity)	2	each	\$400.00	\$800.00
				Task 2 Subtotal	\$3,950.00

3. Engineering and Report - Phase 2		Quantity	Unit	Rate	Subtotal
	Project Principal	2	hour	\$325.00	\$650.00
	Senior Geotechnical Engineer	8	hour	\$225.00	\$1,800.00
	Professional Engineer	24	hour	\$150.00	\$3,600.00
	Project Coordinator, Drafting	12	hour	\$75.00	\$900.00
				Task 3 Subtotal	\$6,950.00

Total Estimated Cost	\$28,730.00
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