

**PROFESSIONAL SERVICES AGREEMENT
FOR
SURFACE WATER TREATMENT PLANT AND LAKE PUMP STATION
STANDBY GENERATOR**

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

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

I. DEFINITIONS

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

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

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

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

II. TERM

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

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

III. SCOPE OF SERVICES

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

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

work not be satisfactory to City Manager; however, City shall have no obligation to terminate and may withhold payment for any unsatisfactory work, as stated herein, even should City elect not to terminate.

IV. COMPENSATION TO CONSULTANT

4.1 In consideration of Consultant's performance in a satisfactory and efficient manner, as determined solely by City Manager, of all services and activities set forth in this Agreement, City agrees to pay Consultant an amount not to exceed six hundred fifty-two thousand, nine hundred fourteen dollars (\$652,914.00) as total compensation, to be paid to Consultant as further detailed in Exhibit 1.

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

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

V. OWNERSHIP OF DOCUMENTS

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

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

VI. RECORDS RETENTION

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

6.2 Consultant shall retain any and all documents produced as a result of services provided hereunder for a period of four (4) years (hereafter referred to as "retention period") from the date of termination of the Agreement. If, at the end of the retention period, there is litigation or other questions arising from, involving or concerning this documentation or the services provided

hereunder, Consultant shall retain the records until the resolution of such litigation or other such questions. Consultant acknowledges and agrees that City shall have access to any and all such documents at any and all times, as deemed necessary by City, during said retention period. City may, at its election, require Consultant to return said documents to City prior to or at the conclusion of said retention.

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

VII. TERMINATION

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

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

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

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

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

7.4.1 Bankruptcy or selling substantially all of company's assets

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

7.4.3 Performing unsatisfactorily

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

7.6 Regardless of how this Agreement is terminated, Consultant shall affect an orderly transfer to City or to such person(s) or firm(s) as the City may designate, at no additional cost to

City, all completed or partially completed documents, papers, records, charts, reports, and any other materials or information produced as a result of or pertaining to the services rendered by Consultant, or provided to Consultant, hereunder, regardless of storage medium, if so requested by City, or shall otherwise be retained by Consultant in accordance with Article VI. Records Retention. Any record transfer shall be completed within thirty (30) calendar days of a written request by City and shall be completed at Consultant's sole cost and expense. Payment of compensation due or to become due to Consultant is conditioned upon delivery of all such documents, if requested.

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

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

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

VIII. NOTICE

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

If intended for City, to: City of Pflugerville
Attn: Patricia Davis, P.E.
City Engineer
P.O. Box 589
Pflugerville, Texas 78691

If intended for Consultant, to: Gupta & Associates, Inc.
Attn: George Luke, P.E.
Engineering Manager
13717 Neutron Road
Dallas, Texas 75244

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

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

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

City of Pflugerville

Insurance Requirements

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

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

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

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

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

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

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

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

- Name the City, its officers, officials, employees, volunteers, and elected representatives as ***additional insured by endorsement under terms satisfactory to the City***, as respects operations and activities of, or on behalf of, the named insured

performed under contract with the City, with the exception of the workers' compensation and professional liability policies;

- Provide for an endorsement that the "other insurance" clause shall not apply to the City of Pflugerville where the City is an additional insured shown on the policy;
- Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City.
- Provide thirty (30) calendar days advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

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

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

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

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

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

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

X. INDEMNIFICATION

10.1 CONSULTANT covenants and agrees to INDEMNIFY and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, or liability for damages caused by or resulting from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by the CONSULTANT or the CONSULTANT's agent, CONSULTANT under contract, or another entity over which the CONSULTANT exercises control. Such acts may include personal or bodily injury, death and property

damage, made upon the CITY directly or indirectly arising out of, resulting from or related to CONSULTANT'S activities under this Agreement, including any negligent or intentional acts or omissions of CONSULTANT, any agent, officer, director, representative, employee, consultant or subcontractor of CONSULTANT, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its elected officials, employees, officers, directors, volunteers and representatives, in instances where such negligence causes personal injury, death, or property damage. In no event shall the indemnification obligation extend beyond the date with when the institution of legal or equitable proceedings for the professional negligence would be barred by any applicable statute of repose or statute of limitations.

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

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

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

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

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

XI. ASSIGNMENT AND SUBCONTRACTING

11.1 Consultant shall supply qualified personnel as may be necessary to complete the work to be performed under this Agreement. Persons retained to perform work pursuant to this

Agreement shall be the employees or subcontractors of Consultant. Consultant, its employees or its subcontractors shall perform all necessary work.

11.2 It is City's understanding and this Agreement is made in reliance thereon, that Consultant intends to use the following subcontractors in the performance of this Agreement: Freese and Nichols, Inc., JQ Engineering, LLP, and The Rios Group, Inc. Any deviation from this subcontractor list, whether in the form of deletions, additions or substitutions shall be approved by City prior to the provision of any services by said subcontractor.

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

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

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

XII. INDEPENDENT CONTRACTOR

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

XIII. CONFLICT OF INTEREST

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

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

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

XIV. AMENDMENTS

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

XV. SEVERABILITY

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

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

XVI. LICENSES/CERTIFICATIONS

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

XVII. COMPLIANCE

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

XVIII. NONWAIVER OF PERFORMANCE

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

XIX. LAW APPLICABLE

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

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

XX. LEGAL AUTHORITY

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

XXI. PARTIES BOUND

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

XXII. CAPTIONS

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

XXIII. INCORPORATION OF EXHIBITS

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

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

XXIV. ENTIRE AGREEMENT

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

XXV. MISCELLANEOUS CITY CODE PROVISIONS

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

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

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

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

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

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

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

CITY OF PFLUGERVILLE

GUPTA & ASSOCIATES, INC.

(Signature)



(Signature)

Printed Name: Sereniah Breland

Printed Name: **George Luke**

Title: City Manager

Title: **Vice President**

Date: _____

Date: **29 August 2020**

APPROVED AS TO FORM:



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

City of Pflugerville Surface Water Treatment Plant and Lake Pump Station Standby Generator Attachment A

Scope of Services

BACKGROUND

This project will provide the design, bidding, and construction engineering services for installing permanently installed standby electric generators at the Surface Water Treatment Plant (SWTP) and Lake Pump Station. Gupta & Associates, Inc. (GAI) will perform both the electrical distribution and controls (ED&C) and the instrumentation and controls (I&C) design as a prime consultant to the City of Pflugerville (Owner).

Site civil engineering, structural engineering, geotechnical engineering, and topographic survey services will be provided by sub-consultants to GAI.

ASSUMPTIONS

In developing the scope of work and associated task budgets discussed in this proposal, GAI has made the assumptions outlined below:

1. GAI has not included any of the following in this proposal:
 - a. Software licenses or hardware.
 - b. PLC or HMI programming.
2. The anticipated schedule for this work is:
 - a. Preliminary Study Phase: 4 Months
 - b. Final Design Phase: 9 Months
 - c. Construction Phase: 12 Months
3. CAD files of the existing SWTP and Lake Pump Station will be provided by the Owner.
4. Recent Geotechnical Reports will be provided by the Owner.
5. Opinions of Probable Construction Costs (OPCC) will be provided for each submittal. OPCCs are engineering estimates and are not warranted.

SCOPE OF WORK

BASIC SERVICES SECTION

PROJECT UNDERSTANDING

1. Surface Water Treatment Plant:
 - a. There is one utility service at 4160V for the High Service Pump Station.
 - i. The High Service Pump Station consists of a separate building from the rest of the SWTP.
 - ii. There is insufficient space in this building for any additional generator switchgear.

- b. There is a separate utility service at 480V for the balance of plant.
 - i. The Utility transformer serves a NEMA 3R outdoor switchboard (SWBD1) that serves the rest of the SWTP.
 - ii. The SWBD1 serves motor control centers in the High Service Pump Station and the Membrane Building.
- 2. Lake Pump Station:
 - a. There is one utility service at 480V for the entire pump station.
 - b. There is one 480V MCC in an electrical room that serves the entire pump station.
 - c. There is room in the electrical room that was allocated for the motor loads to be added when the pump station is expanded.
 - d. There is insufficient space in the electrical room for both the expanded motor loads and generator switchgear. The generator switchgear can go into this room now and the room can be expanded in conjunction with the pump station expansion.
- 3. Design Considerations
 - a. Generators will be required to back up both the 4160V and 480V services at the SWTP. This will likely require two separate generators.
 - b. A separate generator will be required at the Lake Pump Station.
 - c. The generators should be sized to accommodate 30MGD water production
 - i. Under the current conditions, this should be most of the existing loads
 - ii. Under future build out conditions, this should be still satisfy daily demands. The plant expansion is expected to be on line by 2023.
 - d. The project should consider the possibility of taking advantage of incentive programs such as ERS, 4CP, etc.
 - e. East Pflugerville Pkwy is to be extended along the north side of the SWTP. At that time a screening wall may be required. But there shouldn't need to be a screening wall as part of this project.
 - f. The generator will be in a sound attenuated enclosure, but not a separate building.
 - g. Required switchgear will be installed in a pre-fabricated steel building. There is no need for a masonry façade.
 - h. No new Geotech survey should be required.
- 4. Community Outreach should not be required.
- 5. Arc Flash Analysis is not required.

TASK 1.0 – PROJECT MANAGEMENT

Objective

Provide proactive project management for the work to be performed.

Methodology

Project Management:

- 1. Meetings to be conducted at the Owner's offices:
 - a. Preliminary Engineering Phase
 - i. One Project Kickoff Meeting
 - ii. Design Review Meeting following the Draft PER Submittal

- b. Design Phase
 - i. Design Review Meetings following the 30%, 60%, and 90% Submittals
 - ii. An option will be to conduct some of these meetings remotely using on-line collaborative applications such as Microsoft® Teams.
 - c. Advertisement Phase
 - i. One Pre-Bid Meeting
 - d. Construction Phase
 - i. One Pre-Construction Kickoff Meeting
 - ii. Eight Construction Progress Meetings
2. At four major milestones, GAI will submit a set of reports and/or engineering documents in PDF format for review by the Owner.
- a. These milestones are:
 - i. Draft Preliminary Engineering Report (PER) Submittal that consists of evaluations of various options, potential site/floor plans, and opinions of probable construction costs (OPCCs).
 - ii. 30% Design Review Submittal that consists of the Final PER, preliminary drawings, and a Table of Contents for the Construction Specifications.
 - iii. 60% Design Review Submittal that consists of preliminary drawings and construction specifications.
 - iv. 90% Design Review Submittal that consists of a full set of drawings, construction specifications, and front-end documents.
 - b. GAI will conduct a review of each submittal package at the Owner's office as part of the submittal process. GAI anticipates these meetings will last two hours each.
 - c. After the Owner has had time to review the submittal and provide comments, GAI will provide a written response to the Owner's design review comments. Comments from the Owner's review of the Final PER will be incorporated into the Design Phase as appropriate.
3. GAI will provide monthly invoicing to the Owner. Invoice will include a monthly project status report and updated project schedule.

Subconsultants:

- 1. GAI will utilize the services of subconsultants to provide the following services:

Firm	Project Manager	Services
Freese and Nichols, Inc. (FNI)	Kendall King	Geotechnical, Structural, and Site Civil Engineering, Permitting Coordination, and Master Planning A copy of FNI's subconsultant scope and fee are provided for reference purposes as Appendix 1

Firm	Project Manager	Services
JQ Engineering, LLP (JQ)	Sean Compton	Topographic Survey A copy of JQ's subconsultant scope and fee are provided for reference purposes as Appendix 2
The Rios Group, Inc. (TRG)	Thomas Burchett	SUE A copy of TRG's subconsultant scope and fee are provided for reference purposes as Appendix 3

2. GAI will provide all project management and quality review of work performed by subconsultants.

Deliverables

The following deliverables will be submitted to the Owner at the completion of the above listed activities:

1. A meeting agenda in advance of each scheduled meeting.
2. A written response to the City's design review comments.
3. Monthly invoicing with project status report and updated project schedule.

TASK 2.0 – DESIGN PHASE

TASK 2.1 – Geotechnical, Topographic Survey, and SUE

Objectives

Survey for design to include the general area where the generator is to go, including area involved with any roadway access modifications and site drainage.

Methodology

GAI will utilize the services of subconsultants for these functions.

Topographic Survey – To be performed by JQ Engineering, LLP (JQ):

This work will be done at the SWTP and lake pump station in the areas associated with this project.

SUE – To be performed by The Rios Group, Inc. (TRG):

A Quality Level B (QL“B”) survey is included under Basic Services. This will consist of two-dimensional horizontal information obtained through the application and interpretation of non-destructive surface geophysical methods. Also known as “designating,” this level incorporates surveyed data depicting visible above-ground features supplemented with information obtained from existing utility records and provides horizontal positioning of subsurface utilities to within approximately 1.0 foot. This work will be done at the SWTP and lake pump station in the areas associated with this project. TRG will provide QL “B” SUE designating within these areas, and TRG will attempt to designate the following utilities: potable water, reclaimed water, chilled water,

natural gas/crude oil/refined product pipelines, communication duct banks, fiber optic, cable television, telephone, and electric. Wastewater and storm drain facilities will be inverted at manholes. Irrigation lines, utility services lines, and an inventory of overhead utilities are excluded from this scope of work

An optional Quality Level A (QL "A") is included under Special Services.

Geotechnical Engineering – To be performed by Freese and Nichols, Inc.:

GAI's subconsultant will provide geotechnical investigation with up to two borings.

Deliverables

The topographic survey will be incorporated into the site plan drawings. Formal reports from the SUE surveys will be incorporated into the Construction Specifications.

TASK 2.2 – Site Visits and Investigations

Objectives

This design package will connect a new standby generator and auto-throw scheme to an existing switchgear lineup, therefore the design package must accurately reflect the existing conditions.

Methodology

This task will involve a series of site visits and discussions with the Owner to review, document, and assess the conditions of the existing site. Each site visit will focus on the detailed installation and operational preferences regarding fuel storage and delivery, controls, and switchgear interface.

Deliverables

GAI will document any recommendations given or any decisions made by Owner's personnel during these site visits.

TASK 2.3 – Preliminary Engineering Report

Objectives

This task will provide an evaluation of various options, make recommendations after review with the Owner, and define the basis of design.

Methodology

1. GAI will coordinate design efforts with subconsultants.
2. Various installation options will be evaluated regarding:
 - a. Generator sizing based upon meeting 30MGD and taking advantage of various incentive programs.
 - b. Equipment locations and required footprint sizing.
 - c. Evaluate Tier 3 versus Tier 4 rated engines.
 - d. Evaluate individual generators versus paralleling generators to accommodate load growth.
 - e. Evaluate open versus closed transition.
 - f. Coordination with the power company.
 - g. OPCCs will be provided with each option.
3. GAI will provide a Draft PER for the Owner's review.
 - a. After the Owner has a chance to review the draft report, GAI will participate in a 2-hour meeting at the Owner's facility to review the document with the Owner, answer any questions about the content, and discuss major review comments from the Owner. The Owner should provide GAI written review comments.

- b. Once GAI has received Owner's written review comments, GAI will prepare a formal response to each written comment made by the Owner. Owner-provided comments to the Draft Report will be incorporated into the Final Report. The Final Report will be issued in conjunction with a 30% design review package.

Deliverables

The following will be provided in PDF format with the Draft PER:

1. Draft PER
2. Engineering Opinion of Probable Construction Costs (OPCC)
3. PER Review Meeting Agenda
4. PER Review Comments Responses

TASK 2.4 – Design

Objectives

This task will provide the bidding documents including plans and construction specifications.

Methodology

1. GAI will coordinate design efforts with subconsultants.
2. Design will comply with the City of Pflugerville's Uniform Development Code and the Engineering Design Guidelines & Construction Standards.
3. Incorporate Owner-provided standard front-end documents into the bid documents.
4. At three major milestones, at 30%, 60%, and 90% design milestones, GAI will submit a set of engineering documents for review by the Owner.
 - a. The 30% Design Submittal will include the Final PER which will incorporate Owner-provided comments from the Draft PER submittal.
 - b. After the Owner has a chance to review each submittal, GAI will participate in a 2-hour meeting at the Owner's facility to review the submittal with the Owner, answer any questions about the content, and discuss major review comments from the Owner. The Owner should provide GAI written review comments.
 - c. Once GAI has received Owner's written review comments, GAI will prepare a formal response to each written comment made by the Owner. Owner-provided comments to the 90% Design Review Submittal will be incorporated into the final sealed and signed documents issued for bidding.

Deliverables

The following will be provided in PDF format with each submittal:

1. Final PER (with 30% Design Review Package)
2. Plan Drawings
3. Construction Specifications
4. Engineering Opinion of Probable Construction Costs (OPCC)
5. Design Review Meeting Agenda
6. Design Review Comments Responses

TASK 2.5 – Regulatory and Permitting

Objectives

Consultant will be required to file permits on behalf of the City and to coordinate with local, county, state, federal and other public utility agencies as applicable.

Methodology

GAI will provide plans and specifications to City of Pflugerville Permitting, TCEQ, etc. for review.

Deliverables

Review comments will be incorporated as appropriate.

TASK 3.0 – ADVERTISEMENT PHASE

Objectives

Solicit and evaluate sealed competitive bids.

Methodology

1. Conduct one non-mandatory pre-bid meeting for interested parties.
2. Respond to bidders' requests for information (RFIs).
3. Issue clarifications and addenda as necessary.
4. The Owner is to handle all advertisements and providing plans/specifications to interested parties.
5. Participate in bid evaluation.

Deliverables

1. Approved for bidding plans and specifications in PDF format for advertisement.
2. Conformed plans and specifications inclusive of all addenda issued for construction.
 - a. Four half-size hard copies of plans (two for Contractor, two for Owner).
 - b. Two full-size hard copies of plans (one for Contractor, one for Owner).
 - c. Four hard copies of specifications (two for Contractor, two for Owner).

TASK 4.0 – CONSTRUCTION PHASE

Objectives

Construction phase services are not included in this proposal but can be added through a supplemental agreement at a later time.

SPECIAL SERVICES SECTION

Special services will be performed if specifically authorized by the Owner. These services will be on a time and material basis to perform the following:

SUE

An optional Quality Level A (QL“A”) survey for up to four QL“A” SUE test holes at locations that will be determined by Client and TRG once the QL “B” SUE deliverable has been reviewed. This will consist of three-dimensional horizontal and vertical information obtained through non-destructive vacuum excavation equipment to expose utilities at critical points. Also known as “locating,” this level incorporates QL“B” information and provides horizontal and vertical positioning of subsurface utilities to within approximately 0.05 feet.

Exhibit 1 Compensation

FEE

The scope of work defined above is to be performed on a fixed fee basis as shown below:

Category	GAI Labor	Sub-Consultant Labor	GAI Markup (5%)	Total
Preliminary TM	\$185,196	\$67,890	\$3,395	\$256,481
SUE		\$7,118	\$356	\$7,474
Survey		\$9,317	\$466	\$9,783
GeoTech		\$15,562	\$778	\$16,340
Final Design	\$183,445	\$104,073	\$5,204	\$292,722
Advertisement	\$45,022	\$14,458	\$723	\$60,204
Special Services	\$1,793	\$7,731	\$387	\$9,911
Total	\$415,457	\$226,150	\$11,308	\$652,914

APPENDIX 1
Freese & Nichols, Inc. Subconsultant Scope
(Provided for Reference Purposes Only)

**STANDBY ELECTRIC GENERATORS AT CITY OF PFLUGERVILLE SURFACE WATER TREATMENT PLANT AND
LAKE PUMP STATION**

SCOPE OF SERVICES

PROJECT DESCRIPTION

This project will provide design and bid phase engineering services for permanently installed standby electric generators at the Surface Water Treatment Plant (SWTP) and Lake Pump Station. Gupta & Associates, Inc. (GAI) will perform both the electrical distribution and controls (ED&C) and the instrumentation and controls (I&C) design as a prime consultant to the City of Pflugerville (Owner). FNI will perform geotechnical engineering, structural, site grading and drainage, permitting coordination, master planning, and support GAI with coordination with Owner and Owner's Rep.

ASSUMPTIONS

GAI established the following assumptions in its prime agreement with Owner:

1. The anticipated schedule for this work is:
 - a. Preliminary Study Phase: 4 Months
 - b. Final Design Phase: 9 Months
 - c. Construction Phase: 12 Months
2. CAD files of the existing SWTP and Lake Pump Station will be provided by the Owner.
3. Recent Geotechnical Reports will be provided by the Owner.

FNI has made the following additional assumptions specifically relating to the services to be provided by FNI:

1. Master planning effort for estimating the required capacities of the Lake Pump Station and High Service Pump Station(s) shall be based on the approved Water Master Plan and no updates to the master plan will be made as part of this project.
2. Structural design effort assumes generator pads will be supported on drilled piers.
3. Grading and drainage designs are based on as-built conditions and shall not consider future improvements or expansions.
4. CAD standards will be based on GAI standards.
5. Front end documents (DIV 00 and DIV 01) will be based on FNI standards.

SCOPE OF SERVICES

BASIC SERVICES:

1. **Project Management, Meetings, and Permitting Coordination**
 - A. Develop project Quality Assurance/Quality Control (QA/QC) Program.

- B. Provide monthly progress reports and invoices to GAI.
- C. Assist GAI with preparation of documents for review by local and state agencies. It is expected that the following permits/review processes will be required:
 - 1) TCEQ Plan Review
 - 2) City of Pflugerville Plan Review
- D. Attend up to three (3) coordination meetings with GAI, Owner, Owner's Rep and SWTP Design Consultant.
- E. Attend monthly design coordination meetings with Owner and GAI.
- F. Attend monthly design team coordination meetings with GAI.

2. Master Planning Level Estimate of Pumping Horsepower at Build-out Conditions

- A. Utilize the hydraulic model developed for the City of Pflugerville Water Master Plan to estimate the approximate pumping horsepower for build-out conditions at the High Service Pump Station(s) at the SWTP and at the Lake Pump Station.

3. Geotechnical Services

- A. Review the geotechnical report from the original SWTP construction project to support determination of foundation requirements for the reinforced concrete equipment base slabs. Based on the previous geotech report, it is expected that base slabs will be supported on drilled piers.
- B. Coordinate with GAI's subconsultants to perform field exploration at appropriate locations for up to two additional exploratory borings based on the equipment layout developed during conceptual design.
- C. Provide a QC review of the report submitted by geotechnical subconsultant after bores are completed.
- D. Perform the geotechnical engineering analysis and prepare a technical memorandum summarizing the geotechnical investigation. The technical memorandum will include the following:
 - 1) Discussion of subsurface conditions and soil properties indicated by the field and laboratory work and the implications for design
 - 2) Foundation design recommendations for the support of various structures at the SWTP and Lake Pump Station including allowable bearing capacity of soils, suitable bearing material, lateral overturning and resistance, etc. applicable for recommended foundation options
 - 3) General discussion of expected construction-related issues
 - 4) Earthwork-related recommendations for use during development of plans and specifications

4. Develop Design/Contract Documents

Support GAI in development of construction contract documents for use by the Owner in soliciting competitive bids for construction. The planning and design work to be performed under this Agreement is anticipated to include the following:

- 4160 V generator at SWTP
- 480 V generator at SWTP
- Prefabricated metal building for electrical switch gear at SWTP
- 480 V generator at Lake Pump Station

A. Structural/foundation Design

- 1) Prepare structural design, plans, sections, and details for reinforced concrete base slabs for generators and prefabricated metal building for electrical switchgear at the HSPS at the SWTP.
- 2) Prepare foundation design for all reinforced concrete base slabs. It is anticipated that all base slabs will be supported on drilled piers, either installed to claystone subgrade, or belled piers in clay subgrade.
- 3) Support GAI in preparation of performance type specification for prefab metal building.

B. Mechanical Design

- 1) HVAC design will be limited to wall-pack air conditioning units for the prefab metal switchgear building. The A/C units will be sized and specified in a Division 23 specification, and no HVAC drawings will be provided.

C. Site Paving, Grading and Drainage Design

- 1) Grading plan and details
- 2) Establish finished elevation for each base slab, driveway, sidewalks, and other miscellaneous concrete flat work
- 3) Evaluation of site drainage for pre- and post-project conditions runoff rates
- 4) Preparation of design/sizing of onsite drainage improvements to mitigate increases in peak runoff caused by additional impervious cover (if needed)
- 5) Submittal of Conceptual, Preliminary, and Final Drainage Plans in accordance with the City's Stormwater Drainage Design Manual
- 6) Design of new or repairs of all-weather roadway surfacing to the extent required by the placement of the generators
- 7) Preparation of Stormwater Management Plan

5. Bid and Contract Documents

- A. DIV 00 and DIV 01 documents will utilize FNI standards which are based on EJCDC standard documents, previously edited for use on City of Pflugerville projects. FNI will advise and support GAI on editing and adapting the DIV 00 and DIV 01 documents to fit the current project.

6. Bid Phase

- A. Attend pre-bid conference
- B. Respond to bidders' requests for information (RFIs)
- C. Issue clarifications and addenda as necessary

D. Participate in bid evaluation

DELIVERABLES

1. Preliminary Design Report

Assist GAI with the preliminary design report leading development of sections related to master planning and design basis assumptions, geotech and foundation design, structural design requirements, grading and stormwater, and contributing to sections on site selection and water treatment process, phasing (if required), construction and constructability related issues including maintenance of plant operations during construction (MOPO).

2. For each of the following design milestones, prepare drawings, specifications, and opinion of probable construction cost (OPCC).

- A. 30% design
- B. 60% design
- C. 90% design
- D. 100% design/Issued for Bids

3. Prepare Conformed (As-Bid) Construction Contract Documents as described above.

COMPENSATION

Lump Sum: Compensation to FNI shall be the lump sum amount of TWO HUNDRED TWO THOUSAND SEVEN HUNDRED NINETYSEVEN DOLLARS (\$202,797.00). If FNI sees the Scope of Services changing so that additional services are needed, FNI will notify City for City's approval before proceeding.

A breakdown of major task items and their associated costs are as follows:

Fee Summary		
Basic Services		
Design Phase		\$195,984.00
Bid Phase		<u>\$ 6,813.00</u>
	Total Basic Services	\$202,797.00

TIME OF COMPLETION:

FNI is authorized to commence work on the Project upon execution of this Agreement and agrees to complete the services in accordance with the following schedule:

Milestone/Deliverable	Calendar Days
30% Design Phase Submittal	4 Months
60% - 100% Design Phase Submittal	9 Months
Construction Phase	12 Months

If FNI's services are delayed through no fault of FNI, FNI shall be entitled to adjust contract schedule consistent with the number of days of delay. These delays may include but are not limited to delays in City or regulatory reviews, delays on the flow of information to be provided to FNI, governmental approvals, etc.

Gupta & Associates, Inc.		Principal		Project Manager		Engineer - Senior		Engineer		Project Engineer		Designer - Senior		Designer		CAD Tech - Senior		CAD Tech		Admin		Subtotal		ODCs	SUBs	Markup	TOTAL
		Rate: \$	232	Rate: \$	216	Rate: \$	186	Rate: \$	139	Rate: \$	108	Rate: \$	145	Rate: \$	96	Rate: \$	93	Rate: \$	72	Rate: \$	75	Hours	Cost				
6.0	Advertisement & Bidding	0	\$ -	8	\$ 1,728	40	\$ 7,440	136	\$ 18,904	0	\$ -	0	\$ -	0	\$ -	36.5	\$ 3,395	0	\$ -	0	\$ -	220.5	\$ 31,467			5%	\$ 49,312
6.1	Front End Documents		\$ -		\$ -		\$ -	80	\$ 11,120		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	80	\$ 11,120	\$222	\$4,824	\$241	\$ 16,406
6.2	Pre-Bid Meeting		\$ -	8	\$ 1,728		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	16	\$ 3,216	\$64	\$824	\$41	\$ 4,146
6.3	RFI Review		\$ -		\$ -	10	\$ 2,976	24	\$ 3,336		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	40	\$ 9,312	\$128	\$3,985	\$199	\$ 10,622
6.4	Addenda		\$ -		\$ -	10	\$ 2,976	24	\$ 3,336		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	56	\$ 7,800	\$156	\$0	\$0	\$ 7,956
6.5	Bid Evaluation		\$ -		\$ -		\$ -	18	\$ 1,112		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	8	\$ 1,112	\$22	\$0	\$0	\$ 1,134
6.6			\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -	\$0	\$0	\$0	\$ -
6.7			\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -	\$0	\$0	\$0	\$ -
6.8	Conformed Drawings (ED&C)		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	18	\$ 1,674	\$5,033	\$2,003	\$100	\$ 8,811
6.9	Conformed Drawings (I&C)		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	2.5	\$ 233	\$5	\$0	\$0	\$ 237
6.10	Conformed Drawings (Civil/Mechanical/Structural)		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -	\$0	\$0	\$0	\$ -
6.11			\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -	\$0	\$0	\$0	\$ -
6.12			\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -	\$0	\$0	\$0	\$ -
6.13			\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -	\$0	\$0	\$0	\$ -
6.14			\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -	\$0	\$0	\$0	\$ -
6.15			\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -	\$0	\$0	\$0	\$ -
6.16			\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -	\$0	\$0	\$0	\$ -
7.0	Construction Phase Services	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	\$0	\$0	5%	\$0
	ED&C		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -	\$0	\$0	\$0	\$ -
7.1	Conformed Drawings		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -	\$0	\$0	\$0	\$ -
7.2	Shop Drawing Review		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -	\$0	\$0	\$0	\$ -
7.3	RFI Review		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -	\$0	\$0	\$0	\$ -
7.4	Contract Change Processing		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -	\$0	\$0	\$0	\$ -
7.5	Additional Site Visits		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -	\$0	\$0	\$0	\$ -
7.6	Final Acceptance Walk-Through and Punchlist		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -	\$0	\$0	\$0	\$ -
7.7	Record Drawings		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -	\$0	\$0	\$0	\$ -
7.8	Monthly Project Progress Meetings (Construction)		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -	\$0	\$0	\$0	\$ -
7.9	Final O&M Documentation/Closeout		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -	\$0	\$0	\$0	\$ -
	I&C		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -	\$0	\$0	\$0	\$ -
7.10	Conformed Drawings		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -	\$0	\$0	\$0	\$ -
7.11	Shop Drawing Review		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -	\$0	\$0	\$0	\$ -
7.12	RFI Review		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -	\$0	\$0	\$0	\$ -
7.13	Contract Change Processing		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -	\$0	\$0	\$0	\$ -
7.14	Additional Site Visits		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -	\$0	\$0	\$0	\$ -
7.15	Final Acceptance Walk-Through and Punchlist		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -	\$0	\$0	\$0	\$ -
7.16	Record Drawings		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -	\$0	\$0	\$0	\$ -
7.17	Monthly Project Progress Meetings (Construction)		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -	\$0	\$0	\$0	\$ -
7.18	Final O&M Documentation/Closeout		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -	\$0	\$0	\$0	\$ -
9.0	Special Services	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	\$0	\$7,731	\$387	\$ 8,118
9.1	Electrical House Witnessed Factory Test		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -	\$0	\$0	\$0	\$ -
9.2	VFD Witnessed Factory Test		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -	\$0	\$0	\$0	\$ -
9.3	Generator Witnessed Factory Test		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -	\$0	\$0	\$0	\$ -
9.4	PLC Factory Acceptance Testing		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -	\$0	\$0	\$0	\$ -
9.5	Site Startup & Commissioning		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -	\$0	\$0	\$0	\$ -
9.6	Level A SUE		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -	\$0	\$7,731	\$387	\$ 8,118
9.7			\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -	\$0	\$0	\$0	\$ -
		0	\$0	258	\$55,728	513	\$95,465	812	\$112,868	439	\$47,412	43	\$6,235	0	\$0	237	\$21,995	624	\$44,928	206	\$15,450	3132	\$400,080	\$15,377	\$226,150	\$11,308	\$ 652,914

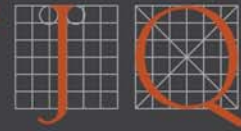
Client and Associates
Phlogeville Sanitary Generators at WTP
 8/24/2020
Detailed Cost Breakdown

Project Fee Summary
 Basic Services
 Special Services
 Total Project

Phase	Task	Basic or Special	Tasks		Expenses	
			Task Description	Tech Change	Miles	Total Expense Effort
			Project Management and Tracking	36		\$ 936
			Client Kick-off Meeting	8		\$ 68
			Internal Kick-off Meeting	11		\$ 94
			Coordination Meetings with Owner's Rep. (Glover)	20		\$ 170
			Coordination Meetings with Owner's Rep. (GAI) (12)	17		\$ 136
			Monthly Coordination Meeting with GAI (12)	36		\$ 325
			Coordination of Survey	4	40	\$ 57
			Geotech (2 Additional Bore)	30	80	\$ 301
			Site Investigation	12		\$ 102
			Master Planning for HSPS and Lake PS Damshy	44		\$ 374
			Precdesign Report	75		\$ 634
			30% Design Docs	12		\$ 102
			Structural Design	21		\$ 170
			Med Voltage Generator Foundation at WTP	20		\$ 170
			480V Generator Foundation at WTP	10		\$ 68
			Profile Bldg. Foundation at WTP	10		\$ 68
			480V Generator Foundation at Lake PS	3		\$ 26
			Details	3		\$ 26
			Specs	3		\$ 26
			Site Plan	2		\$ 17
			Grading Plan & Erosion Control Plan	3		\$ 26
			Grading Plan & Erosion Control Plan	13		\$ 102
			Grading Plan & Erosion Control Plan	18		\$ 151
			Drainage Plan	58		\$ 483
			Details	20		\$ 170
			Specs	5		\$ 43
			OPCC	5		\$ 43
			Design Review Meeting with Owner	4	80	\$ 80
			80% Design Docs	12		\$ 102
			Structural Design	12		\$ 102
			Med Voltage Generator Foundation at WTP	43		\$ 358
			480V Generator Foundation at WTP	43		\$ 358
			Profile Bldg. Foundation at WTP	33		\$ 281
			480V Generator Foundation at Lake PS	45		\$ 366
			Details	43		\$ 366
			Specs	16		\$ 132
			Site Plan	9		\$ 77
			Grading Plan & Erosion Control Plan	9		\$ 77
			Grading Plan & Erosion Control Plan	12		\$ 102
			Drainage Plan	44		\$ 374
			Details	3		\$ 26
			Specs	3		\$ 26
			OPCC	8		\$ 68
			Design Review Meeting with Owner	4	80	\$ 80
			100% Design Docs	4		\$ 34
			Structural Design	3		\$ 26
			Med Voltage Generator Foundation at WTP	27		\$ 220
			480V Generator Foundation at WTP	26		\$ 211
			Profile Bldg. Foundation at WTP	20		\$ 170
			480V Generator Foundation at Lake PS	26		\$ 211
			Details	26		\$ 211
			Specs	11		\$ 94
			Site Plan	3		\$ 26
			Grading Plan & Erosion Control Plan	3		\$ 26
			Grading Plan & Erosion Control Plan	3		\$ 26
			Drainage Plan	16		\$ 136
			Details	6		\$ 51
			Specs	4		\$ 34
			OPCC	4		\$ 34
			Design Review Meeting with Owner	4	80	\$ 80
			Support GAI with Front End Docs	24		\$ 204
			Bid Phase Services	2		\$ 17
			Attendance at Conference	2		\$ 17
			Attendance at Conference	22		\$ 187
			Attend Bid Opening	2		\$ 17
			Confirmed Drawings	12		\$ 102
			Total Hours / Quantity	1,115	360	
			Total Effort	\$ 3,425	\$ 201	\$ 8,689

APPENDIX 2
JQ Engineering, LLP Subconsultant Scope
(Provided for Reference Purposes Only)

shaping the built environment



100 GLASS STREET, DALLAS, TEXAS 75207
214 752.9098 PHONE
JQENG.COM

08.14.20

Mr. George Luke
Gupta & Associates
13717 Neutron Road
Dallas, TX 75244

Re: Proposal – Scope of Land Surveying Services and Compensation (Part I)
Pflugerville Water Treatment Plant (WTP) Expansion, Pflugerville, Texas

Dear Mr. Luke,

We are pleased to express our interest in providing land surveying services for the referenced project and offer the following proposal for your consideration.

SCOPE OF PROJECT

We understand the scope of the project to be the production of topographic surveys of two areas associated with the Pflugerville Water Treatment Plant (see Appendix 2A) site and Lake Pump Station site.

LAND SURVEYING SERVICES

Texas Land Surveying Firm Registration No. 10193718

Our land surveying services will include the following:

1. Topographic Survey
 - a. Establish a minimum of two (2) temporary control monuments (typically a 5/8-inch iron rod with yellow plastic cap stamped JQ DALLAS ENG.), provide coordinates (northing, easting, and elevation) and graphically show on the topographic surveying exhibit.
 - b. All horizontal survey data will be surveyed relative to the North American Datum of 1983 (NAD 83), Texas Coordinate System of 1983, North Central Zone-4202 (surface coordinates).
 - c. All vertical survey data will be surveyed relative to the North American Vertical Datum of 1988 (NAVD 1988).
 - d. Location of permanent improvements on and immediately adjacent to the site.
 - e. Spot elevations on a 25-foot grid or break in grade for hard surface and 50-foot grid or break in grade for natural ground.
 - f. Top of curb and gutter elevations for paving on and adjacent to the site.
 - g. Location of permanent improvements on and immediately adjacent to the site.

08.14.20

- h. Location of all sidewalks on and adjacent to the site.
- i. Location of all buildings with finish floor elevations.
- j. Location of visible utilities and appurtenances.
- k. Flowline elevations on wastewater manholes, storm drainage manholes and inlets.
- l. Contours on one-foot intervals.
- m. Location of Subsurface Utility Markings (SUE), as provided by others.

SERVICES EXCLUDED FROM BASIC SERVICES

- 1. Any scope of work not specifically stated above.
- 2. Platting, boundary, or ALTA surveys.
- 3. Utility research. It is our understanding that this information will be provided to JQ by others.
- 4. Easement documents.
- 5. Tree survey of the site.
- 6. Geotechnical investigations and material testing.
- 7. Additional site visits beyond the number required to perform the tasks listed above.
- 8. Printing of submittals for Owner review or bidding.
- 9. As-built survey for the site.
- 10. Subsurface Utility Engineering (SUE) to determine the location of existing utilities.
- 11. Update of survey of improvements after initial survey has been performed.

ALTERNATE SERVICES

- 1. Additional site visits beyond the number listed in basic services.

FEES

Validity of Proposal: The proposal shall remain open and valid for a period of at least 90 days from the designated date indicated above. Once proposal is accepted during this period, the price quoted will remain unchanged for the entire period of the resulting contract unless otherwise specified.

We propose to provide land surveying services for the following lump sum fees plus reimbursable expenses.

A. Topographic Survey \$8,500.00

ADDITIONAL SERVICE

Authorized additional services will be billed at the following hourly rates plus reimbursable expenses:

Partner	\$260.00 / hour
Principal	\$225.00 / hour
Senior Project Manager	\$185.00 / hour
Engineering Technical Lead	\$195.00 / hour
Project Manager	\$160.00 / hour
Senior Project Engineer	\$145.00 / hour
Project Engineer	\$130.00 / hour
Senior Technician	\$125.00 / hour
Technician	\$95.00 / hour
Administrative	\$80.00 / hour
Senior Registered Professional Land Surveyor	\$180.00 / hour
Registered Professional Land Surveyor	\$130.00 / hour
Survey Crew (1 Man)	\$130.00 / hour
Survey Crew (2 Man)	\$170.00 / hour

REIMBURSABLE EXPENSES

Reimbursable expenses will be invoiced at 1.10 times net cost to JQ. Reimbursable expenses include:

- Travel expenses including mileage at \$0.50 per mile.
- Reprographic and photographic services.
- Delivery service charges.
- Authorized sub-consultant fees.

PAYMENT SCHEDULE

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 in accordance with the following schedule:

Survey	100%
--------	------

If this proposal is acceptable, please sign Part I and return one copy to our office. Signature of Part I also acknowledges and accepts the terms and conditions set forth in Part II of this proposal. These documents will serve as our contract for this project unless superseded by a standard form agreement. We appreciate your consideration and look forward to working with you.

Sincerely,
JQ Engineering, LLP
Texas Registered Engineering Firm: 1294



Murali Kariyarveedu, PE
Principal

Accepted by:

Gupta & Associates

Date

JQ Engineering, LLP
PROFESSIONAL SERVICES AGREEMENT
PART II - TERMS AND CONDITIONS

WHEREAS: This Professional Services Agreement is made and entered into between **Gupta & Associates** (Client) and **JQ Engineering, LLP** (Engineer) a Texas Limited Liability Partnership. This Agreement consists of two parts: Part I - Proposal - Scope of Services and Compensation. Part II - Terms and Conditions

ARTICLE 1: PROFESSIONAL SERVICES

1.1 **Services.** In connection with the property described in the Proposal (“Property”), Engineer shall render the professional services (“Services”) for the project described in the Proposal (“Project”) as outlined in the Proposal and any Amendments.

1.2 **Agreement.** The Professional Services Agreement includes the Proposal dated August 14, 2020, Amendments to the Proposal, and these Terms and Conditions (collectively, the “Agreement”).

ARTICLE 2: PROPOSALS

2.1 **Scope.** The Proposal(s) shall identify the specific scope of Services to be performed and the amount and type of compensation for the specific services. Any services not specifically identified in the Proposal are excluded unless added as additional services with additional compensation to Engineer.

2.2 **Acceptance of Agreement.** Client shall authorize and Engineer shall commence work upon Engineer’s receipt of the properly executed and signed Proposal(s), as may be amended from time to time. If the Agreement is not executed by Client within thirty (30) days of the date tendered, it shall become invalid unless: (1) Engineer extends the time in writing; or (2) at the sole option of Engineer, Engineer accepts Client’s oral authorization to proceed with the services, in which event the terms of the oral authorization shall be presumed to include all the terms of this Agreement. Engineer’s performance of the services under the oral authorization shall be in reliance on the inclusion of all the terms of this Agreement in the oral authorization and the effective date of the Agreement is the date of the Proposal.

ARTICLE 3: CHANGES

3.1 **Changes.** The Engineer and Client may at any time, by written amendment, make changes within the general scope of individual Proposal(s) or relating to services to be performed. If such changes cause an increase or decrease in the Engineer’s cost of, or time required for, performance of any services under individual Proposals, an equitable adjustment shall be made and reflected in a properly executed Amendment.

3.2 **Regulatory Changes.** In the event that there are modifications or additions to regulatory requirements relating to the services to be performed under this Agreement after the date of execution of this Agreement, the increased or decreased cost of performance of the services provided for in this Agreement and subsequent Proposals shall be reflected in an appropriate Proposal Amendment.

ARTICLE 4: THE TERM

4.1 **Term.** Engineer shall be retained by Client as of the date Client executes the attached Proposal until the Services have been fully performed or until the Engineer’s Services are terminated under provisions of the Agreement. Engineer will pursue completion of Services in accordance with the timely completion specified in the Proposal and any amendments thereto. Engineer shall not be liable or responsible for any delays caused by circumstances beyond Engineer’s control.

ARTICLE 5: DUTIES

5.1 **Access.** Client will provide Engineer with access to the Property or to any other site as required by Engineer for performance of the Services.

5.2 **Client-furnished Data.** Client shall provide all criteria and full information as to Client’s requirements for the Project, designate a person to act with authority on Client’s behalf in respect to all aspects of the Project, examine and respond promptly to Engineer’s submissions, and give prompt written notice to Engineer whenever he observes or otherwise becomes aware of any defect in the work. Client shall also do the following and pay all costs incident thereto: Furnish to Engineer core borings, probings and subsurface exploration, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment and similar data; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; architectural or other engineering design documents, and any other information previously made available to the Client, which may be required by Engineer, all of which Engineer may rely upon the accuracy of in performing its Services.

Client shall provide such legal, accounting, independent cost estimating and insurance counseling services as may be required for the Project, any auditing service required in respect of contractor(s) applications for payment, and any inspection services to determine if contractor(s) are performing the work.

5.3 **Other Information.** Engineer will rely upon commonly used sources of data, including database searches and agency contacts. Engineer does not warrant the accuracy of the information obtained from those sources and has not been requested to independently verify such information.

5.4 **Ownership of Documents.** All designs, drawings, specifications, documents, and other work products of the Engineer (collectively, the “Documents”), whether in hard copy or electronic form, are instruments of service for the services and are owned by the Engineer regardless of whether or not services are completed. Reuse, change or alteration of the Documents by the Client or by others acting through or on behalf of the Client is not permitted without the written consent of Engineer. ANY REUSE, CHANGE OR ALTERATION OF THE DOCUMENTS BY THE CLIENT OR THIRD PARTIES IS AT THEIR OWN RISK AND CLIENT AGREES TO HOLD HARMLESS AND INDEMNIFY THE ENGINEER, ITS OFFICERS, PARTNERS, EMPLOYEES, AND SUBCONTRACTORS FROM ALL CLAIMS, DAMAGES, LOSSES, EXPENSES AND COSTS (INCLUDING ATTORNEYS’ FEES), INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR ENGINEER’S ALLEGED

08.14.20

Part II – Terms & Conditions

Page 6 of 9

NEGLIGENCE, ARISING OUT OF OR RELATED TO SUCH AUTHORIZED OR UNAUTHORIZED REUSE, CHANGE OR ALTERATION.

5.5. **Reporting Obligations.** Client has responsibility for complying with all legal reporting obligations. Nothing in the Agreement precludes Engineer from providing any notices or reports that it may be required by law to give to governmental entities.

5.6 **Laboratory Services.** In performing services, Engineer may make use of an independent testing laboratory. Certain testing or laboratory services are the responsibility of Client or third parties. Engineer will not, and Client shall not rely upon Engineer to, check the quality or accuracy of the testing laboratory's services and Engineer will rely on the accuracy of the testing or laboratory services.

5.7. **Changed Conditions.** The Client shall rely on the Engineer's judgment as to the continued adequacy of the Agreement in light of occurrences or discoveries that were not originally contemplated by or known to the Engineer. Should Engineer call for contract renegotiation, the Engineer shall identify the changed conditions necessitating renegotiation and the Engineer and the Client shall promptly and in good faith enter into renegotiation of this Agreement. If the terms cannot be agreed to, the parties agree that either party has the right to terminate the Agreement.

5.8 **Site Visit.** All conclusions, opinions and recommendations will be based upon site conditions at the Property as they existed at the time of Engineer's site visit. Any report should not be relied upon to represent conditions at a later date. This paragraph does not obligate the Engineer to perform construction administration services.

5.9 **Opinions of Cost.** Should Engineer provide any cost opinions, it is understood that those opinions are based on the experience and judgment of Engineer and are merely opinions. Engineer does not warrant that actual costs will not vary from those opinions because, among other things, Engineer has no control over market conditions.

5.10 **Construction Observation.** If construction phase services are included in the Services, the Engineer shall periodically visit the Project during construction to become generally familiar with the progress and quality of the contractors' work and to determine if the work is proceeding in general accordance with the Contract Documents. The Client has not retained the Engineer to make detailed inspections or to provide exhaustive or continuous Project review and observation services. The Engineer does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier or any other entity furnishing materials or performing any work on the Project. Engineer shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by contractor(s) or the safety precautions and programs incident to the work of contractor(s). Regardless of the inclusion of construction phase services as part of the Services, any use of the word "inspect" in any communication relating to services provided by the Engineer is understood to mean a general visual observation and not a detailed, scrutinized investigation of the site or the contractor's work.

5.11 **No Responsibility for Contractor's Work or Safety.** The Engineer does not guarantee the performance of, and shall have no

responsibility for, the acts or omissions of any contractor, subcontractor, supplier or any other entity furnishing materials or performing any work on the Project. Engineer shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by contractor(s) or the safety precautions and programs incident to the work of contractor(s). Engineer shall not be responsible for any contractor's failure to comply with any laws, regulations, standards or ordinances relating to the contractor's performance of its work.

5.12 **Permits.** Client is responsible for obtaining and complying with all required permits or other approvals of, and for giving any required notices to, all governmental and quasi-governmental authorities having jurisdiction over the Services or the Property. Before Engineer performs the Services, Client will provide Engineer evidence satisfactory to Engineer that all required permits or other approvals have been obtained and that all required notices have been given. Client will provide to Engineer copies of any such permits or any such notices, together with any other relevant information that will alert Engineer to the requirements of such permits, approvals, or notifications.

5.13 **Standard of Care.** In providing services under this Agreement, the Engineer shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality.

5.14 **Third-Part Beneficiaries.** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Engineer. The Engineer's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Engineer because of this Agreement or the performance or nonperformance of services hereunder. The Client and the Engineer agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.

5.15 **Accessibility Compliance.** Various federal and state statutes such as the Americans with Disabilities Act, Fair Housing Act and Texas Architectural Barriers Act may be applicable to the design and construction of the Project. Notwithstanding anything to the contrary in this Agreement, Engineer does not represent, warrant or guaranty that the Engineer's design will comply with all interpretations of these statutory requirements and/or requirements of other federal, state and local laws, rules, codes, ordinances and regulations as they may apply to the Project.

5.16 **Fast-Track Projects.** This clause 5.16 only applies if a fast track process is identified as part of the scope of Engineer's Services or is required due to changes in the Project after the effective date of the Agreement. In consideration of the benefits to the Client of employing the fast track process in which some of the Engineer's Services overlap the construction work and are out of sequence with the traditional project delivery method, and in recognition of the inherent risks of fast tracking, including but not limited to design conflicts and errors and omissions, Client agrees to waive all claims against the Engineer for damages or costs relating to design changes

and modification of portions of the contractor's work due to the Client's decision to employ the fast track process. Client further agrees to compensate Engineer for all Additional Services that arise as a result of the fast track process.

ARTICLE 6: COMPENSATION FOR SERVICES

6.1 **Compensation for Services.** Engineer's compensation for services shall be set forth in individual Proposal(s).

6.2 **Compensation.** Client agrees to pay Engineer for Services in accordance with the Agreement. Expenses directly related to these Services, including reproduction, travel, long distance telephone bill, express mail, special deliveries and subcontractor expenses shall include a ten percent (10%) markup on cost, unless these costs have been included in individual proposals.

6.3 **Payments.** Engineer will invoice Client monthly in accordance with the terms and conditions of the Proposal, and amendment(s) for Services and reimbursables. Client agrees to promptly pay Engineer at its office at 100 Glass Street, Dallas, Texas 75207, the full amount of each such invoice upon receipt. In no event shall Engineer's failure to bill monthly constitute default under the terms and conditions of this Agreement.

6.4 **Sales and Use Tax.** Sales Tax must be collected on Surveying Fees for the establishment of Real Property Boundaries and determining the location of structures or improvements in relation to the boundaries. Charges for prints and reproductions are also subject to the Sales Tax. Sales Tax shall be per the current applicable governing authority tax rates. In the event subsequent taxes are levied by Federal, State, or Local authorities, relating to the services in writing and such modifications as are required shall be made a part of this Agreement.

6.5 **Right to Stop Performance.** If Client does not pay any amount due to Engineer within thirty (30) days after the invoice date, Engineer may, upon three (3) additional days verbal or written notice to Client, stop performance of the Services until payment of the amount owed has been received.

6.6 **Interest.** Payments due and unpaid to Engineer under the Agreement shall bear interest at the rate of twelve percent (12%) per annum, or lesser if required by law, calculated from the date of the invoice, if the payment is not made within thirty (30) days of the date of the invoice.

6.7 **Attorney's Fees.** In the event Engineers' invoices for Services are given to any attorney for collection, or if suit is brought for collection, or if they are collected through probate, bankruptcy, or other judicial proceeding, then Client shall pay Engineer all cost of collection, including the maximum attorney's fees allowed by law and court costs, in addition to other amounts due.

6.8 **Contractual Lien.** In the event the Client is the owner, or agent of the owner, of the Property (fee and/or leasehold estate), Client grants to Engineer a contractual lien, in addition to all statutory and other liens that may exist, on the Property and improvements thereon where the Project is located to secure payment for all debts owed, now or in the future, to Engineer by Client including those arising as a result of Engineer's services provided under this Agreement. Client grants Engineer the authority and right to file a

copy of this Agreement in the public records of the county or counties where the Project is located to give notice of Engineer's lien rights.

ARTICLE 7: TERMINATION OF SERVICES

7.1 **Termination.** This Agreement may be terminated without cause at any time prior to completion of Engineer's services, either by Client or by Engineer, upon seven (7) days written notice to the other at the address of record. Upon receipt of written notice from Client to discontinue work, the Engineer shall discontinue work under this Agreement. Such termination shall release Engineer from any further obligation to provide Services to Client on this Agreement, but all obligations of Client shall continue. In the event Client terminates the Agreement based on Client's reasonable opinion the Engineer has failed or refused to prosecute the work efficiently, promptly or with diligence, the Engineer shall have ten (10) days, from the receipt of written notification by Client, to cure such failure to perform in accordance with the terms of this Agreement or Proposal(s).

Client waives any and all claims it has against Engineer arising out of termination of this Agreement by Engineer. Client waives any and all claims, causes of action, or damages that it has or may have against Engineer for failure to perform further services under this or any other Agreement with Client.

7.2 **Compensation in Event of Termination.** Upon termination by either Client or Engineer, Client shall pay Engineer with respect to all contracted Services rendered and expenses incurred before termination an amount fixed by applying the Engineer's standard hourly rates, in force at the time of termination, to all Services performed to date, in addition to termination settlement costs the Engineer reasonably incurs relating to commitments which had become firm before the termination.

ARTICLE 8: RELATIONSHIP OF PARTIES

8.1 **Independent Contractor.** It is understood that the relationship of Engineer to Client shall be that of an independent contractor at all times during the performance of this agreement and no provision or obligation expressed or implied in this Agreement shall create an employment, agency, or fiduciary relationship. Neither Engineer nor employees of Engineer shall be deemed to be employees of Client.

ARTICLE 9: LIMITATION OF LIABILITY

9.1 **Limitation of Liability.** TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY OF ENGINEER, ITS EMPLOYEES, OFFICERS, SUBCONSULTANTS AND SUBCONTRACTORS, TO CLIENT FOR ANY AND ALL INJURIES, CLAIMS, LOSSES, EXPENSES, OR DAMAGES WHATSOEVER FROM ANY CAUSE OR CAUSES, INCLUDING, BUT NOT LIMITED TO, STRICT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, OR ERRORS OR OMISSIONS SHALL NOT EXCEED THE ENGINEER'S TOTAL RECEIVED FEE NOTWITHSTANDING ANY OTHER PROVISION OF THE AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES INCURRED DUE TO THE FAULT OF THE OTHER PARTY, REGARDLESS OF THE NATURE OF THIS FAULT OR WHETHER IT WAS COMMITTED BY THE CLIENT OR BY ENGINEER, THEIR EMPLOYEES, AGENTS, SUBCONSULTANTS, OR SUBCONTRACTORS. CONSEQUENTIAL

08.14.20

Part II – Terms & Conditions

Page 8 of 9

DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, LOSS OF USE AND LOSS OF PROFIT.

9.2 **No Certification.** Engineer shall not be required to sign any documents that would result in Engineer having to certify, guarantee, or warrant the existence of conditions whose existence Engineer cannot ascertain. The Client also agrees not to make resolution of any dispute with Engineer or payments of any amount due to Engineer in any way contingent upon Engineer's signing any such certification.

9.3 **Asbestos or Hazardous Materials.** It is acknowledged by both parties that Engineer's scope of services does not include any services related to asbestos or hazardous or toxic materials. In the event Engineer or any other party encounters asbestos or hazardous or toxic materials at the Property, or should it become known in any way that such materials may be present at the Property or any adjacent areas that may affect the performance of Engineer's Services, Engineer may, at its option and without liability for consequential or other damages, suspend performance of Services on the Project until the Client retains appropriate specialist consultant(s) or contractor(s) to identify, abate, and/or remove the asbestos or hazardous or toxic materials and warrant that the Property is in full compliance with applicable laws and regulations.

9.4 **Delays.** Engineer is not responsible for delays caused by factors beyond Engineer's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of the Client to furnish timely information or approve or disapprove of Engineer's Services or work product promptly, or delays caused by faulty performance by the Client or by contractors of any level. When such delays beyond Engineer's reasonable control occur, the Client agrees Engineer is not responsible for damages, nor shall Engineer be deemed to be in default of this Agreement. In the event such delay exceeds ninety (90) days, Engineer shall be entitled to an extension of time equal to the delay and an equitable adjustment in compensation. In the event Engineer is delayed by the Client and such delay exceeds thirty (30) days, Engineer shall be entitled to an extension of time equal to the delay and an equitable adjustment in compensation.

9.5 **Project Enhancement.** If, due to Engineer's error or omission, any required item or component of the Project is omitted from Engineer's documents, Engineer shall not be responsible for paying the cost to add such item or component to the extent that such item or component would have been otherwise necessary to the Project or otherwise adds value or betterment to the Project. In no event will Engineer be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the Project.

ARTICLE 10: MISCELLANEOUS

10.1 **Entire Agreement.** The Agreement contains the entire agreement between Engineer and Client, and no oral statements or prior written matter shall be of any force or effect. The Agreement may be modified only by written document executed by both parties.

10.2 **Modifications.** No one has authority to make variations in, or additions to, the terms of this Agreement on behalf of Engineer other than one of its officers, and then only in writing.

10.3 **Governing Law.** The Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

10.4 **Venue.** Engineer and Client agree that the services will be performed or partially performed in **Dallas County, Texas**, and the venue of any action under the Agreement shall be exclusively in **Dallas County, Texas**.

10.5 **Severability.** If any provision of the Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable and the Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision is not a party hereof, and the remaining provisions shall remain in full force and effect. In lieu of any illegal, invalid or unenforceable provision, there shall be added automatically as a part of the Agreement, a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

10.6 **Construction of Agreements.** The parties acknowledge that each party and, if it so chooses, its counsel have reviewed and revised the Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of the Agreement or any amendments or exhibits.

10.7 **Successor and Assigns.** Client, for himself and partners, if any, and Engineer, for itself, each binds himself or itself and its successors, executors, administrators and assigns to the other party to this Agreement and to partners, successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement. Neither Client nor Engineer shall assign, sublet, or transfer his interest in this Agreement without the written consent of the other. Nothing herein shall be construed as giving any rights or benefits hereunder to anyone other than Client and Engineer. Client's representative signing below warrants that he or she has full authority to bind Client to this Agreement and further warrants that Client has an ownership interest in the real property that is part of the Project. Client's representative signing below agrees to indemnify, save, and hold Engineer harmless for any and all claims, causes of action, and damages that may arise against Engineer if the representations contained in this Paragraph are not correct.

Nothing in Agreement restricts Engineer's ability to hire subcontractor in connection with the Services. The Services and any report prepared under this Agreement are for the sole benefit and sole use of Client and are not for the use of any other person. Only Client may rely upon the Agreement and the Services, unless the Engineer gives Client prior and specific written approval.

10.8 **Dispute Resolution.** Any claim, dispute or other matter in question arising out of or related to the Agreement of the Services provided thereunder shall be subject to arbitration. Prior to arbitration, the parties shall endeavor to resolve all disputes by mediation. Claims, disputes and other matters in question between the parties that are not resolved by mediation shall be decided by arbitration which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Arbitration Rules of

the American Arbitration Association currently in effect. The demand for arbitration shall be filed in writing with the other party to the Agreement and with the American Arbitration Association. No arbitration arising out of or relating to the Agreement shall include, by consolidation or joinder or in any other manner, an additional person or entity not a party to this Agreement. The foregoing agreement to arbitration shall be specifically enforceable in accordance with applicable law in any court having jurisdiction. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction.

10.9 **Mediation.** Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to non-binding mediation as a condition precedent to the institution of legal proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Engineer's services, the Engineer may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or other legal proceedings.

Each party agrees to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include similar mediation provisions in all agreements with their respective subcontractors, suppliers, and subconsultants, thereby providing for mediation as the initial method for dispute resolution between the parties to all those agreements.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the county where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

10.10 **No Warranty.** Engineer makes no warranty, either expressed or implied, as to Engineer's findings, recommendations,

drawings, specifications, or professional advice. Any warranties or guarantees contained in any purchase orders, certifications, requisitions, or notices to proceed issued by the Client are specifically objected to and excluded. Client recognizes that neither Engineer nor any of Engineer's subconsultants or subcontractors owes any fiduciary responsibility to Client.

10.11 **Survival of Provisions.** Termination of the Services for any reason whatsoever shall not affect (a) any right or obligation of any party that is accrued or vested prior to such termination, and any provision of the Agreement relating to any such right or obligation shall be deemed to survive the termination of the Services or (b) any continuing obligation, liability or responsibility of Engineer and of Client which would otherwise survive termination of the Services.

10.12 **Corporate Liability.** Client understands and agrees that Engineer is a business entity that has contracted to perform services and any services provided by Engineer's employees, agents, partners, members or officers are not provided in their individual capacity. Client will not make any claim or demand against any of Engineer's employees, officers, directors, members, partners or affiliated business entities.

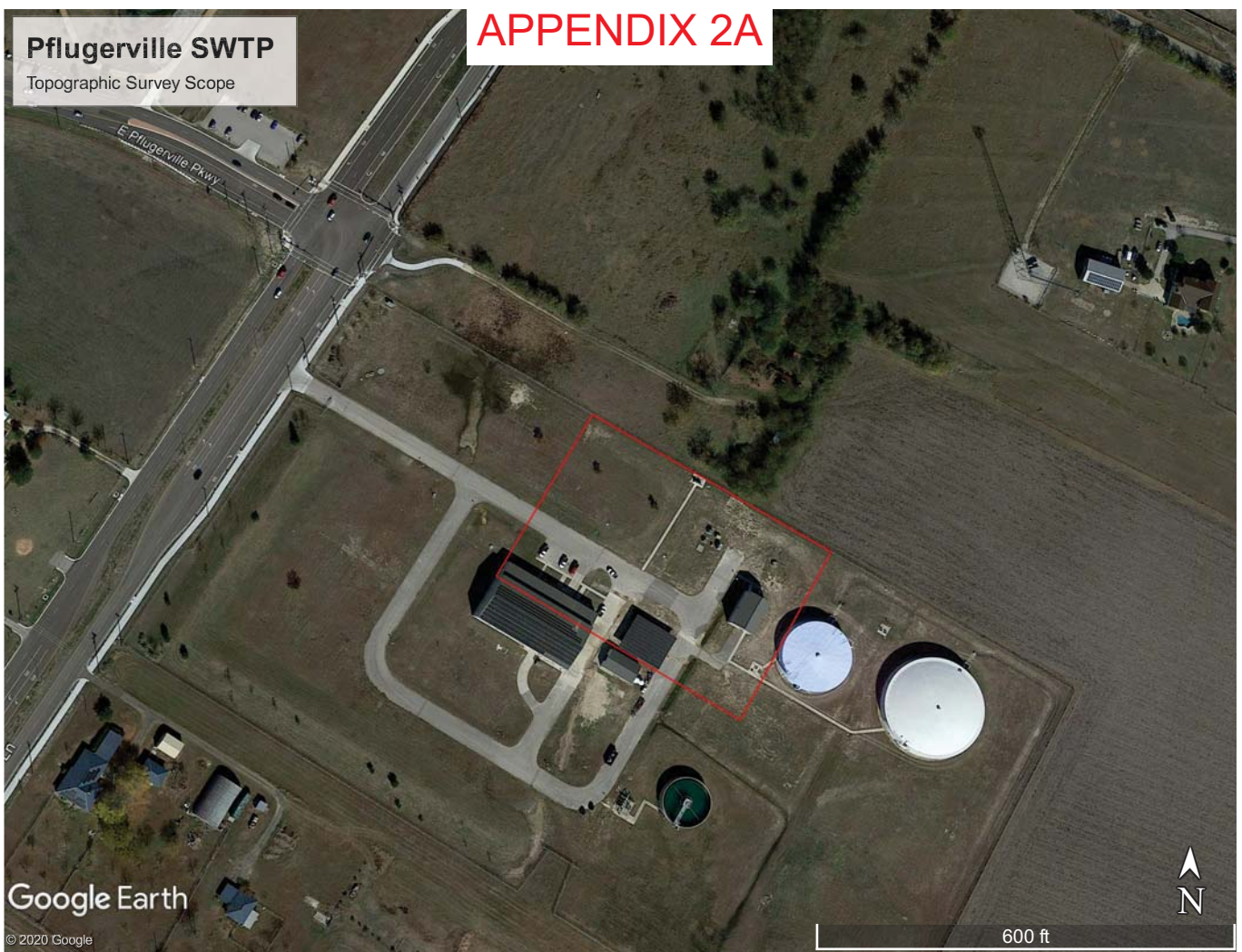
10.13 **Confidentiality.** If Client or Engineer receives information specifically designated by the other party as confidential, the receiving party shall keep such information confidential and shall not disclose it to any person, except to those who need to know such information for the Project. This section shall not apply to information in whatever form that comes into the public domain, nor shall it restrict the Client or Engineer from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency, or other authority with proper jurisdiction, or if it is reasonably necessary for the Client or Engineer to defend itself from any suit or claim.

END OF PROFESSIONAL SERVICES AGREEMENT

Pflugerville SWTP

Topographic Survey Scope

APPENDIX 2A



Google Earth

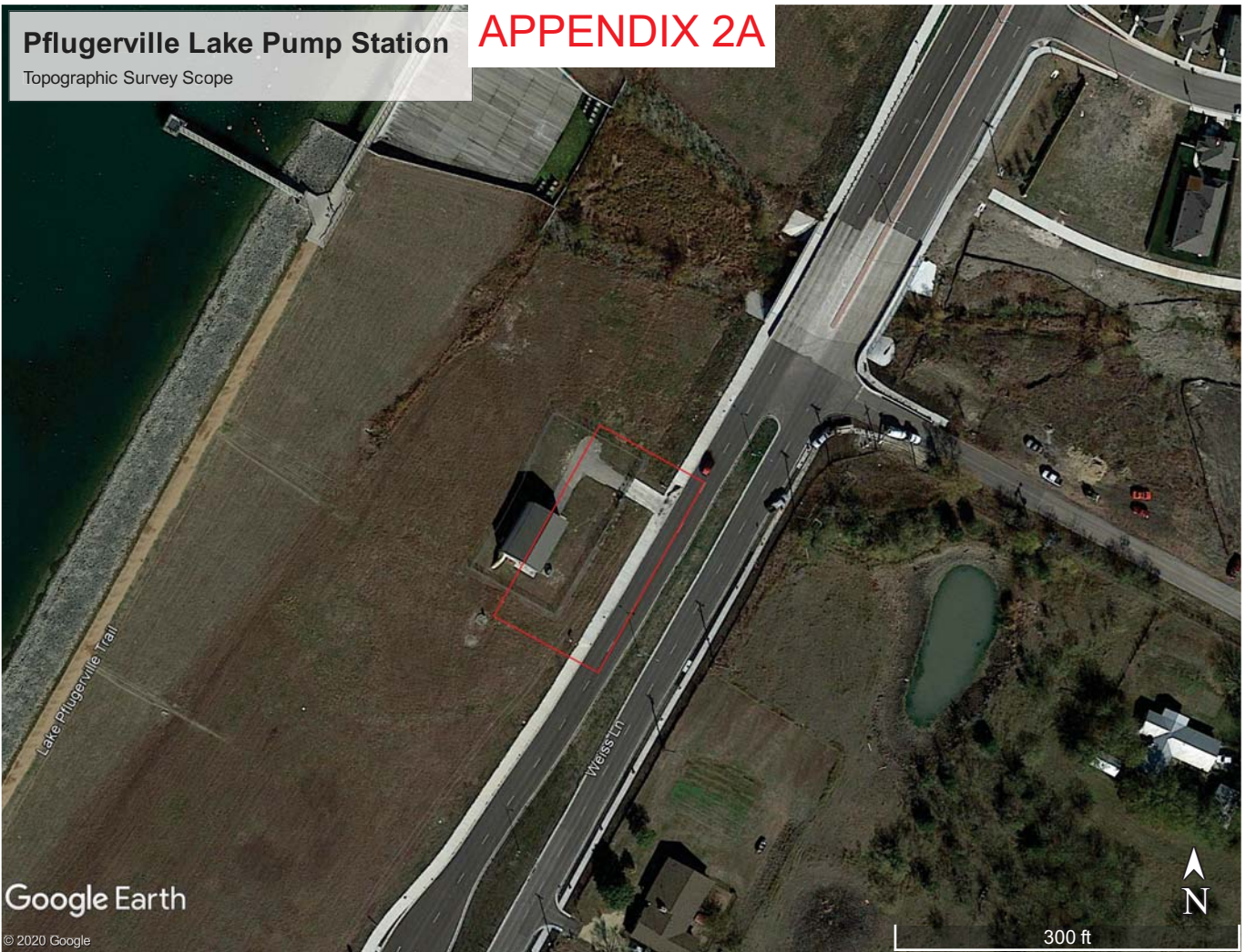
© 2020 Google

600 ft

Pflugerville Lake Pump Station

Topographic Survey Scope

APPENDIX 2A



Google Earth

© 2020 Google

300 ft



APPENDIX 3

The Rios Group, Inc. Subconsultant Scope (Provided for Reference Purposes Only)

8/12/2020

George Luke, PE
Gupta & Associates, Inc.
13717 Neutron Road
Dallas, Texas 75244
(972) 490-7661
gluke@gaiconsulting.com

**RE: Subsurface Utility Engineering
Pflugerville Surface Water Treatment Plant, Pflugerville, Texas**

Dear Mr. Luke:

The Rios Group, Inc. (TRG) is pleased to submit a cost proposal for Subsurface Utility Engineering (SUE) for the above referenced project. This proposal is based on information provided via email and teleconference on August 10, 2020.

Introduction

TRG will perform SUE services for this project in general accordance with the recommended practices and procedures described in ASCE publication CI/ASCE 38-02 “Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data.” As described in the publication, four levels have been established to describe and depict the quality of subsurface utility information. The four quality levels are as follows:

- Quality Level D (QL“D”) – Information obtained from existing utility records.
- Quality Level C (QL“C”) – Surveyed data depicting visible above-ground features supplemented with QL“D” information.
- Quality Level B (QL“B”) – Two-dimensional horizontal information obtained through the application and interpretation of non-destructive surface geophysical methods. Also known as “designating,” this level incorporates QL“C” information and provides horizontal positioning of subsurface utilities to within approximately 1.0 foot.
- Quality Level A (QL“A”) – Three-dimensional horizontal and vertical information obtained through non-destructive vacuum excavation equipment to expose utilities at critical points. Also known as “locating,” this level incorporates QL“B” information and provides horizontal and vertical positioning of subsurface utilities to within approximately 0.05 feet.

Scope of Work

Based on information provided by Gupta & Associates, Inc. (Client), TRG has developed a proposed scope for SUE services on this project. This scope may be modified, with Client and TRG concurrence, during the performance of work if warranted by changing or unexpected field conditions.

The scope of this proposal includes QL "B" SUE services and optional QL "A" SUE services at 17601 Weiss Lane in Pflugerville, Texas. The limits of the SUE investigation include areas at the surface water treatment plant and lake pump station, as outlined in red and blue on Appendix 3B. TRG will provide QL "B" SUE designating within these areas, and TRG will attempt to designate the following utilities: potable water, reclaimed water, chilled water, natural gas/crude oil/refined product pipelines, communication duct banks, fiber optic, cable television, telephone, and electric. Wastewater and storm drain facilities will be inverted at manholes, and will be depicted as QL "C" information. Irrigation lines, utility services lines, and an inventory of overhead utilities are excluded from this scope of work.

This proposal also includes optional services for up to four (4) QL "A" SUE test holes at locations that will be determined by Client and TRG once the QL "B" SUE deliverable has been reviewed.

The survey of SUE field markings is not included in this scope of work. It is assumed that the Client will provide SUE survey data for use in preparing the final deliverables.

Any necessary Right-Of-Entry (ROE) permits, including railroad ROE, will be provided by the Client prior to the start of field work.

TRG Procedures

QL "D" and "C" – Records Research and Surface Feature Survey

It is the responsibility of the SUE provider to perform due-diligence with regard to records research and the acquisition of available utility records. The due-diligence provided for this project will consist of contacting the applicable One Call agency and associated utility owners/municipalities, visually inspecting the work area for evidence of utilities, and reviewing available utility record information. Additional utilities not identified through these efforts will be referred to as Unknown utilities.

QL "B" – Designating

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

QL“A” – Locating

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

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

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

- All test holes will be accessible to truck-mounted vacuum excavation equipment.
- Right-Of-Way (ROW) permits will not be required.
- Designed traffic control plans will not be required.
- Non-routine traffic control measures will not be required.
- The coring of pavement will not be required.

Deliverables

TRG will provide the following as a final deliverable to the Client:

- A utility file in CAD format depicting all designated and located utilities. The Client will provide TRG with any necessary background files for use in completing the final deliverables.
- A summary sheet of all test hole coordinate data and depth information.
- 8.5” x 11” Test Hole Data Forms for all test hole locations completed. These plans will be signed and sealed by a Professional Engineer and delivered to the Client in electronic PDF form.
- 11” x 17” SUE Plan Sheets depicting all designated and located utilities. These plans will be signed and sealed by a Professional Engineer and delivered to the Client in electronic PDF form.

Schedule

TRG can mobilize within three (3) weeks of receiving Notice-To-Proceed (NTP). TRG estimates that the QL “B” SUE work can be completed in twelve (12) working days, broken down as follows:

- Field work – 2 days
- Deliverable preparation – 10 days (following receipt of survey data from client)

TRG estimates that the optional QL “A” SUE work can be completed in twelve (12) working days, broken down as follows:

- Field work – 2 days
- Deliverable preparation – 10 days (following receipt of survey data from client)

Estimated Fee

The total estimated cost to complete the base QL “B” SUE services is **Seven Thousand, One Hundred, Seventeen Dollars and 50/100 (\$7,117.50)**. The total estimated cost to complete the optional QL “A” SUE services is **Seven Thousand, Seven Hundred, Thirty Dollars and 87/100 (\$7,730.87)**. Itemized breakdowns of cost are provided in Appendix 3A1 and Appendix 3A2. Please note that these pricings are based on an assumption of quantities, and that only actual quantities will be invoiced – up to the total Contract amount.

We look forward to working with you on this project. If there are any questions, please do not hesitate to call at 512.580.5440.

Respectfully,

The Rios Group, Inc.



Thomas J. Burchett, P.E.
Project Manager



THE RIOS GROUP

Estimate for Subsurface Utility Engineering
Pflugerville Surface Water Treatment Plant
Base QL "B" Services

APPENDIX 3A1

Hourly Office Labor	<i>Rate</i>	<i>Assumed Quantity</i>	<i>Unit of Measure</i>	<i>Sub-Total</i>
Key Personnel - Travis Isaacson	\$ 253.22	2	HR	\$ 506.44
Professional Engineer I (4-8)	\$ 137.27	4	HR	\$ 549.08
Engineer in Training I (0-5)	\$ 91.81	6	HR	\$ 550.86
CADD Technician IV (15-20)	\$ 79.22	8	HR	\$ 633.76
Field Manager	\$ 104.72	2	HR	\$ 209.44
Administrative Specialist V (20-25)	\$ 83.96	2	HR	\$ 167.92
Sub-Total				\$ 2,617.50
QL"B" SUE Designating	<i>Rate</i>	<i>Assumed Quantity</i>	<i>Unit of Measure</i>	<i>Sub-Total</i>
Two Person Designating Crew	\$ 225.00	20	HR	\$ 4,500.00
Sub-Total				\$ 4,500.00
Total Estimated Cost				\$ 7,117.50



THE RIOS GROUP

Estimate for Subsurface Utility Engineering
Pflugerville Surface Water Treatment Plant
Optional QL "A" Test Holes



APPENDIX 3A2

Hourly Office Labor	<i>Rate</i>	<i>Assumed Quantity</i>	<i>Unit of Measure</i>	<i>Sub-Total</i>
Key Personnel - Travis Isaacson	\$ 253.22	1	HR	\$ 253.22
Professional Engineer I (4-8)	\$ 137.27	2	HR	\$ 274.54
Engineer in Training I (0-5)	\$ 91.81	3	HR	\$ 275.43
CADD Technician IV (15-20)	\$ 79.22	6	HR	\$ 475.32
Field Manager	\$ 104.72	2	HR	\$ 209.44
Administrative Specialist V (20-25)	\$ 83.96	2	HR	\$ 167.92
Sub-Total				\$ 1,655.87
QL"B" SUE Designating	<i>Rate</i>	<i>Assumed Quantity</i>	<i>Unit of Measure</i>	<i>Sub-Total</i>
One Designating Person - Test Hole Layout	\$ 145.00	5	HR	\$ 725.00
Sub-Total				\$ 725.00
QL"A" SUE Test Holes				
Unit Rate - Depth	<i>Outside Pavement Rate</i>	<i>Assumed Quantity</i>	<i>Unit Of Measure</i>	<i>Sub-Total</i>
0 - 5 feet	\$ 1,205.00	2	EA	\$ 2,410.00
5 - 8 feet	\$ 1,470.00	2	EA	\$ 2,940.00
8 - 13 feet	\$ 1,835.00	0	EA	\$ -
13 - 20 feet	\$ 2,360.00	0	EA	\$ -
Over 20 feet	\$ 2,925.00	0	EA	\$ -
Pavement Coring	\$ 350.00	0	EA	\$ -
Test Hole Total		4		
Sub-Total				\$ 5,350.00
Total Estimated Cost				\$ 7,730.87

APPENDIX 3B

TRG SUE QL "B" Investigation Area

Legend

-  Lake Pump Station
-  Surface Water Treatment Plant

