

**PROFESSIONAL SERVICES  
SUPPLEMENTAL AGREEMENT #2  
FOR  
RECLAIMED WATER MASTER PLAN UPDATE**

**STATE OF TEXAS           §  
  §  
COUNTY OF TRAVIS       §**

This Supplemental Agreement No. 2 to a contract for Professional Services is made by and between the City of Pflugerville, Texas ("City") and Quiddity Engineering, LLC ("Consultant"). City and Consultant may be referred to herein singularly as "Party" or collectively as the "Parties."

WHEREAS, the City and Consultant executed an Agreement for Professional Services ("Agreement") on the 27th day of September, 2022 for the Reclaimed Water Master Plan Update project ("Project") in the amount of \$148,800.00 ; and

WHEREAS, the City and Consultant executed a Supplemental Agreement # 1 for Professional Services for the Project to extend the time with no change in cost; and

WHEREAS, the City and Consultant desire to enter into a Supplemental Agreement # 2 for Professional Services for the Project in the amount of \$1,062,043.00, on the September 29<sup>th</sup>, 2023 to add professional services for the Reclaimed Waterline to 1849 Park to the Agreement; and

WHEREAS, it has become necessary to amend the Agreement to modify the provisions for the Term of the Agreement, Scope of Services, Work Schedule, and Compensation; and

WHEREAS, it is necessary for the City to amend its agreements from time to time to comply with changes in state law relating to contracts of municipalities.

NOW, THEREFORE, premises considered, the City and the Consultant agree that said Agreement is amended as follows:

**I.**

Article II. Term shall be amended by changing the term of the Agreement to terminate on April 2<sup>nd</sup>, 2026, with the ratification and incorporation of the remaining terms of the Agreement.

Article III. Scope of Services and Attachment A, shall be amended as set forth in the attached addendum to Attachment A.

Article III. Work Schedule and Attachment A, shall be amended as set forth in the attached addendum to Attachment A.

Article IV. Compensation to Consultant and Attachment A (Fee Schedule), shall be amended by increasing by \$1,062,043.00 the amount payable under the Agreement for a total of \$1,210,843.00, as shown by the attached Addendum to Attachment A (Fee Schedule).

2.

Except as amended hereby and as previously amended as indicated above, the terms of the Agreement shall remain unchanged and in full force and effect.

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

**CITY OF  
PFLUGERVILLE**

**CONSULTANT**



\_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
*(Signature)*

Printed Name: Sereniah Breland

Printed Name: Kyle Kaspar

Title: City Manager

Title: Manager, VP

Date: \_\_\_\_\_

Date: October 4, 2023

APPROVED AS TO FORM:

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



September 29, 2023

Mr. Brandon Pritchett  
Public Utilities Director  
City of Pflugerville  
15500 Sun Light Near Way, #B  
Pflugerville, Texas 78660

Re: Professional Engineering Services for  
Reclaimed Waterline to 1849 Park

Dear Mr. Pritchett,

Quiddity Engineering, LLC (Quiddity) appreciates the opportunity to present this Proposal for professional engineering services in connection with the City of Pflugerville (the City) *Reclaimed Waterline to 1849 Park* project (the Project).

#### **PROJECT UNDERSTANDING**

Quiddity understands the City desires to install a reclaimed waterline from the Central Wastewater Treatment Plant to the 1849 Park as identified in the Reclaimed Water Master Plan Update, dated August 24, 2023. The reclaimed waterline will convert the 1849 Park from purchasing potable water from Manville Water Supply Company for irrigation to utilizing the City's reclaimed water (Type 1 treated water from the Central WWTP). The project consists of approximately 3,180 LF of 16" reclaimed waterline, approximately 10,020 LF of 12" reclaimed waterline, and approximately 7,000 LF of 10" reclaimed waterline by open cut and trenchless construction methods. The proposed alignment is along Sun light Near Way, within existing and proposed easements east towards SH 130, crossing SH 130, within existing and proposed easements north along SH 130 frontage road, east along E Pecan St, and east along Cameron Road as shown in **Exhibit I**. The proposed alignment begins at the existing reclaimed water pump station at the Central WWTP and will terminate at the 1849 Park irrigation pond and include details for conversion of the 1849 Park from the current supply to the proposed reclaimed water supply.

Quiddity also understands the City's desire to conduct a rate study and ordinance for reclaimed water. The City does not currently have a base or volumetric billing rate for customers purchasing reclaimed water outside of the agreement the City has with Travis County for Northeast Metro Park. This study would establish the billing rate required to recover the Reclaimed Water Capital Improvements Plan Phases 1 & 2 (projects RW-1 through RW-9) anticipated capital costs, and establish a volumetric billing rate intended to be used as an incentive for customers to utilize reclaimed water as outlined in the 2023 Reclaimed Water Master Plan.

Based on our understanding of the contract process, this Proposal will be included and referenced within the City's *Professional Supplemental Services Agreement (the Agreement)*, as a supplement to the current Professional Services Agreement for Reclaimed Water Masterplan Update between Quiddity and the City, originally dated September 27, 2022 and previously supplemented August 11, 2023. Quiddity prepared the following scope of

services, compensation proposal, and schedule for the City's consideration of approval to be referenced in the *Agreement* as **Attachment A**.

## **SCOPE OF SERVICES**

### **I. BASIC SERVICES:**

#### **A. Project Management**

1. Throughout the duration of the Project (Design, Bid, and Construction), manage project scope, schedule, quality, staff resources, communications, and project integration. Progress reports will be provided monthly with monthly invoices. Schedule updates will be provided with milestone deliverables.
2. Lead Project Kickoff Meeting (at City's office) and prepare meeting minutes.
3. Lead virtual monthly project progress meetings with the City and prepare meeting minutes. Assumed fifteen (15) monthly progress meetings with the City through Design and Bid.
4. Coordinate with stakeholders (Central WWTP construction, 1849 Park and improvement projects, Travis County, and Cameron Road re-alignment project)
5. Coordinate with the proposed developments along the alignment for land plans, future improvements, and determined necessary changes to improvements. Current known developments include Pecan Subdivision, Pecan Estates, Cameron 96, and Murchison Tract.
6. Coordinate with and manage subconsultants performing work described in Section II and III of this proposal (tunneling, geotechnical, environmental, SUE, and rate analysis).

#### **B. Preliminary Engineering**

1. Collect and review record drawings of existing utilities, research and review existing public and private utility information, collect and review plans for nearby developments, collect plans and coordinate future improvements along the proposed alignment.
2. Collect and review records from TxDOT and the Central Texas Regional Mobility Authority (CTRMA) for SH 130 crossing.
3. Collect and review existing City right-of-way and easement documents to evaluate available space for the proposed reclaimed waterline.
4. Develop and evaluate three (3) different options for the reclaimed waterline alignment and appurtenances based on review of available record drawings and private utility coordination.
5. Conduct site visit to verify existing conditions.
6. Determine the size and location(s) of permanent utility and temporary construction easements that may need to be acquired for the different alignment options.
7. Develop GIS exhibits of the proposed alignment options and easements, including aerial imagery and publicly available Travis County Appraisal District information.
8. Identify utility crossings and potential conflicts summarized in a Utility Conflict Assessment Log.
9. Incorporate Environmental Critical Issues Analysis and GIS shapefiles
10. Develop Class III Engineer's Opinion of Probable Construction Costs (OPCCs) for each alignment in accordance with the Association for the Advancement of Cost Engineering (AACE).
11. Prepare an estimate of construction duration and create overall project schedule including land acquisition and regulatory approvals (via Microsoft Project).

12. Prepare a Preliminary Engineering Report (PER). The PER will include a summary of Project considerations, including: analysis and recommendation of the proposed alignment, construction methods, and overall constructability, Class III Engineer's OPCC, potential infrastructure conflicts necessitating relocations, permitting agencies required, material consideration, and recommended easements necessary for the project.
13. Conduct internal Quality Assurance and Quality Control (QA/QC) in accordance with Quiddity's standard Quality Management Plan (QMP).
14. One (1) plan-in-hand walkthrough coordination meeting with the City to review draft PER comments and discuss design and construction considerations and necessary property easement acquisition.
15. Address City comments, document response and resolution.
16. Finalize PER for submittal to the City.

**Deliverables for Preliminary Engineering:**

- One PDF of the draft PER will be provided to the City for review and comment.
- One PDF of the final PER will be provided to the City for review and comment.

**C. Final Design**

This proposal is based on development of one (1) construction package for public bid and construction. Quiddity will provide the following services:

1. 60% Design
  - a. Arrange and coordinate topographic and boundary survey as described in Section II of this proposal in conjunction with the proposed alignment as determined and agreed to by the City from the Preliminary Engineering phase of work.
  - b. Conduct project walkthrough to verify survey, and review and integrate with the design.
  - c. With the addition of survey data, finalize recommendations to the size and location(s) of easements that will need to be acquired by the City to construct the project.
  - d. Determine the horizontal alignment, the vertical alignment at major crossings, and location of appurtenances.
  - e. Perform design calculations determined necessary such as casing/tunnel liner sizing, air release valve sizing, and restrained joint calculations.
  - f. Prepare 60% construction drawings using AutoCAD showing the alignment of the proposed utilities. Drawings will include cover sheet, project layout, construction notes, standard details (City, TxDOT, etc.), stormwater pollution prevention plans (SWPPP), and plan and profile sheets at 1:40 scale.
  - g. Develop Class II Engineer's OPCCs in accordance with AACE.
  - h. Develop project manual table of contents and identify special specifications (as applicable).
  - i. Perform internal QA/QC of 60% submittal package in accordance with Quiddity QMP prior to submittal to the City.
  - j. Submit interim construction drawings, Engineer's OPCC and Project Manual Table of Contents to the City for review and comment.



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- k. Conduct in-person review workshop with the City to discuss 60% review comments.
  - l. Provide a comment resolution document to the City detailing Quiddity's responses to comments received by all parties to date.
  - m. Initiate and coordinate subsurface utility excavation (SUE) as described in Section II and III of this proposal for utilities at crossings upon completion of City review of 60% deliverables.
  - n. Coordinate with the City's Right of Way Services representative during right of entry coordination and easement acquisition process. Provide information to the Right of Way Services group during easement negotiations led by the City.
  - o. Coordinate metes and bounds and easement acquisition for easements required along alignment as described in Section II of this proposal.
2. 90% Design
- a. Incorporate City comments from the 60% review and update plan and profile sheets.
  - b. Finalize the horizontal alignment and vertical alignment, and placement and size of appurtenances.
  - c. Finalize design calculations.
  - d. Incorporate SUE information into drawings.
  - e. Review and incorporate of Environmental Consultant deliverables (Phase I ESA, Aquatic Resource Delineation, Cultural Resource Services, Travis County ERI)
  - f. Review and incorporate draft geotechnical report and geotechnical baseline reports.
  - g. Conduct project walkthrough, and review and integrate with the design.
  - h. Prepare 90% drawings using AutoCAD that include cover sheet, project layout, survey control, construction notes, traffic control, SWPPP, standard details, special details (as needed), tree protection, and plan and profile sheets at 1:40 scale.
  - i. Prepare draft project manual that includes front end documents, bid form, and technical specifications.
  - j. Prepare construction duration for the project.
  - k. Update Class II Engineer's OPCCs in accordance with AACE.
  - l. Perform internal QA/QC of 90% submittal package in accordance with Quiddity's QMP prior to submittal to the City.
  - m. At 90% milestone, Quiddity will submit interim construction drawings, draft Project Manual, draft Design Report, and AACE Class II Engineer's OPCC to the City for review and comment.
  - n. Submit plans to local jurisdictional agencies (TxDOT, CTRMA, Travis County, private utilities, TCEQ, as applicable). Quiddity will provide a Permit Log of comments received, responses, and action items.
  - o. Conduct review workshop with the City to discuss 90% review comments.
  - p. Provide a comment resolution document to the City detailing Quiddity's responses to comments received by all parties to date.
  - q. Coordinate with the City's Right of Way Services during the easement acquisition process. Make adjustments to drawings as needed based on negotiations with property owners.
3. 100% Design
- a. Address City comments from the 90% review. Address comments from local jurisdictional agencies.



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- b. Provide a comment resolution document to the City detailing Quiddity's responses to comments received by all parties to date.
- c. Prepare final project manual.
- d. Prepare Class I Engineer's OPCC.
- e. At 100% completion, Quiddity will submit all final construction drawings, final project manual, final design report, integrated City provided contract documents and Class I Engineer's OPCC to the City for final approval prior to advertising and bidding.
- f. Submit plans to local jurisdictional agencies for approvals.

4. Deliverables for Final Design:

- 60% Submittal
  - One (1) PDF of plans, specifications table of contents, and the OPCC.
- 90% Submittal
  - One (1) PDF of plans, specifications, and the OPCC.
- 100% Submittal
  - Three (3) printed sets of half size (11x17) plans, specifications, and the OPCC.
  - One (1) PDF of plans, specifications, and the OPCC.

**D. Bidding Phase**

1. Prepare and facilitate a single project advertisement and bidding process. This scope assumes the job will be posted on CivcastUSA and published in a local newspaper.
2. Coordinate with prospective bidders, address questions, and issue Addenda (as necessary). This scope assumes a four (4) week advertisement period.
3. Prepare for and attend one (1) Pre-Proposal Meeting.
4. Open, review, and tabulate bids, including review of Contractor calculations.
5. Review statement of bidder qualifications in accordance with the bid documents.
6. Assist with Contractor interviews.
7. Issue Recommendation of Award.
8. Quiddity will review the bonds and insurance for completeness, but it is recommend the City engage its legal counsel or a knowledgeable construction insurance expert for detailed review of the bonds and insurance.
9. Prepare conformed construction contract documents, technical specifications, and plans.
10. Coordinate contract execution between the Contractor and the City.

**Deliverables for Bid Phase:**

- Recommendation of Award, including bid tabulation (PDF format).
- Digital Copies (PDF format) of the Conformed Documents to be provided to the client.

**E. Construction Phase Services**

This proposal is based on estimated construction duration of 300 calendar days. Quiddity will perform the following services:

1. Attend and lead a pre-construction meeting at the City.



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2. Provide technical review of shop plans and submittals, up to twenty (20).
3. Provide response to Contractor Requests for Information (RFI), estimated ten (10).
4. Provide review and comment to Contractor's proposed change orders (as necessary).
5. Address Contractor questions related to technical understanding of the construction drawings and technical specifications.
6. Perform monthly construction on-site meetings, led by the Engineer during construction, as necessary, to discuss and address technical questions or RFIs. This scope is budgeted at 3 hours per instance (including travel time) and assumed not to exceed 10 instances (in addition to monthly site inspections).
7. Conduct monthly site inspection and prepare Engineer's Monthly Site Visit report.
8. Additional site visits for tie-ins, bore pit inspections, etc., estimated up to five (5).
9. Review Contractor's payment applications and provide recommendation of payment.
10. Attend Substantial Completion Inspection for the Project in coordination with determination of Substantial Completion.
11. Issue a Certificate of Substantial Completion.
12. Upon construction completion, compile and submit as-built drawings based on Contractor provided red-lines and collected City and Quiddity notes.

**Deliverables for Construction Phase:**

- Digital Copies (PDF format) of the Conformed Documents to be provided to the client.
- Two (2) full size (22"x34") and three (3) half-size (11"x17") paper sets of the Construction Drawings, for the Client and Contractor, delivered at the Pre-Construction Meeting.
- Four (4) GBC Bound, (8 ½"x11") paper sets of the Conformed Contract Documents and Specifications, for the Client and Contractor, delivered at the Pre-Construction Meeting.
- Digital Copy (PDF format) of the Certificate of Substantial Completion will be provided to the Client upon completion.

**II. ADDITIONAL SERVICES**

**A. Surveying**

1. Topographic Survey - During the design phase, Quiddity will perform an on-the-ground topographic survey to establish existing ground elevations and locate visible improvements. Vertical control will be based on NAVD 88 datum and horizontal control will be based on NAD 83 datum in accordance with existing City and/or TxDOT monumentation. Quiddity will determine the apparent right-of-way (ROW), coordinate utility locates, survey geotechnical bore test holes (if applicable). Using the collected survey data, Quiddity will prepare topographic base maps of the Project alignment using surface and locatable subsurface infrastructure with elevations.
2. Boundary Survey - Quiddity will research deeds, plats and easements obtained through the County Records, a review of title reports (to be provided by others) for the proposed reclaimed waterline route that extends from the Central Wastewater Treatment Plant located on Sun Light Way to 1849 Park. Services include preparing deed property sketches based on the recorded information, a search and



survey of existing property monumentation to determine the location of property and/or road right of way lines and existing recorded easements. Services include boundary analysis for the properties and/or right of way lines based on found property monuments.

**Deliverables for Surveying:**

Digital Copies (AutoCAD file) of the topographic survey and boundary survey.

**B. Geotechnical Investigation (Scope of work to be completed by Arias & Associates)**

1. Drill nineteen (19) borings every 800 LF along the proposed alignment to 20-foot depth, and 6 borings at proposed trenchless installation locations to depths of 35-feet to 50-feet. The scope of work presented is limited to a maximum twenty-five (25) geotechnical bores totaling 620 vertical feet (VF). Borings will be drilled using a truck-mounted rig in areas clear of brush, heavy vegetation, and underground and overhead utilities. Traffic control is included for borings in existing right-of-way. Boreholes will be backfilled with a mixture of cuttings generated by drilling operations and bentonite pellets after completion of drilling. City of Pflugerville permits will be obtained. A piezometer will be installed at the boring drilled along the SH 130 crossing. Well Reports will be filed with the Texas Department of Licensing and Regulations for the piezometer, listing the City of Pflugerville as the owner. Conduct laboratory testing and issue Geotechnical Data Report and Geotechnical Design Memorandum. The geotechnical data report will include:

- Description of the field exploration program
- Description of the laboratory testing program and results
- Photographs of the soil samples recovered
- Soil boring plan that depicts borehole locations on a base map
- Profiles of soil borings along the alignment using plan and profile design information
- Soil boring logs with soil classifications based on the Unified Soil Classification System
- Generalized site stratigraphy and engineering properties developed from field and laboratory data at the explored locations
- Depth where groundwater, if encountered, at the time of drilling and immediately after drilling

The Geotechnical Design memorandum will provide the following geotechnical recommendations:

- Bedding and backfilling recommendations for trenched excavations
- Modulus of soil reaction,  $E'$ , for buried pipelines
- General recommendations for construction
- General recommendations for groundwater control

**Deliverables for Geotechnical Investigation:**

- Digital Copies (PDF format) of the Geotechnical Data Report and Geotechnical Design Memorandum.

**C. Environmental (Scope of work to be completed by SWCA Environmental)**

1. Critical Issues Analysis with Permit Matrix – Develop an environmental constraints analysis and permit matrix to identify potential development constraints from critical environmental resources that may

occur within the project. Constraints analysis will characterize key aquatic, biological, and cultural resources within and adjacent to the project. The nature of the constraints analysis will be limited to a desktop review and will rely solely on publicly and readily available data from GIS datasets, applicable regulatory agencies, in-house resources and other online resources. Using information gathered, develop a permitting matrix indicating the federal, state, and local regulatory approvals needed, responsible agency(ies), permit triggers, studies needed to support approval, and estimated costs and timeframes for obtaining approvals.

2. Phase I Environmental Site Assessment – prepare the Phase I ESA report in accordance with ASTM Standards and US EPA standards.
  - Records Review - The Phase I ESA will include records review of recent and historical aerial photography and topographic maps to identify operations or activities that may have caused the release of hazardous substances into the environment. The records review will also include review of available state and federal regulatory databases for a radius as specified in ASTM standards around the entire project area.
  - Interviews - If the project area contact and/or property owner contact information is made available, SWCA will contact the landowner via a mailed or emailed landowner questionnaire.
  - The Phase I ESA will also include site reconnaissance of the subject property to document current project site conditions. Site reconnaissance does not include activities such as collecting or analyzing soil, air, water, or other environmental samples and will not address issues such as radon, lead, or radioactivity.
  - User-Provided Information - User-provided information is an essential component of the Phase I ESA and includes items such as copies of any previous Phase I ESAs or other relevant environmental documents, a completed Phase I ESA user questionnaire, the reason why the Phase I ESA is being performed, and contact information for current or past owners or land users.
3. Aquatic Resource Delineation – Conduct an aquatic resources delineation within the project area in accordance with the appropriate U.S. Army Corps of Engineers (USACE) guidance documents and manuals. SWCA will delineate non-wetland aquatic resources (e.g., streams and ponds) by identifying the ordinary high water mark. SWCA will delineate wetland boundaries using the three required wetland parameters (i.e., hydrophytic vegetation, wetland hydrology, and hydric soils) by identifying dominant plant species and their indicator status, excavating soil pits to identify the presence or absence of hydric soils, and using both the soil pit and a visual inspection to determine the presence or absence of wetland hydrology. SWCA will document sampling results on USACE data forms and include representative photographs. Data forms will represent each given data point or areas of uniformity and/or differences between wetland and non-wetland areas.
4. Cultural Resources Services - As the City of Pflugerville (City) is a political subdivision of the State of Texas, and the proposed reclaimed waterline will be owned by the City, the investigations proposed below are designed to comply with the Antiquities Code of Texas (ACT), namely the identification of any prehistoric or historic cultural resources that may be eligible for designation as a State Antiquities Landmark (SAL).

- Scope of Work and Act Permit Application - An SWCA archaeologist will perform a review of records from the Texas Archaeological Research Laboratory available on the Texas Historical Commission's (THC) online Texas Archeological Sites Atlas (Atlas) to identify previously recorded surveys or cultural resources within one kilometer (0.6 mile) of the reclaimed waterline. An archaeologist and architectural historian will also review historical maps, aerial photographs, topographic maps, and soil survey maps to identify possible historic structures or the previous locations of structures that may now be expressed as an archaeological site within the project area. Following completion of the background review, SWCA's Principal Investigator will prepare a scope of work for the project that will include the results of the background review, and detail our proposed methods for survey, reporting, and curation. Once approved by the City, this SOW will be sent to with an ACT Permit application to the Texas Historical Commission (THC) for their review and to obtain a permit. In general, the THC will issue the permit within two weeks.
  - Cultural Resources Survey - SWCA will conduct a cultural resources survey along the reclaimed waterline corridor measuring no more than 100-feet in width. The goal of the investigation will be to locate all prehistoric and historic cultural resources within the project area, establish vertical and horizontal site boundaries to the extent feasible with consideration of access constraints, and evaluate the significance and eligibility of all recorded sites for designation as SALs. The field survey will be performed by a team of two SWCA archaeologists examining the entire tract. The survey will be of sufficient intensity to determine the nature, extent, and, if possible, potential significance of any cultural resources located within project areas. Subsurface explorations will be accomplished through shovel testing. Locations of sites, relevant features, and photograph locations will be mapped through GPS. SWCA will complete appropriate State of Texas Archaeological Site Data Forms for each site discovered and/or revisited during the investigations. Artifacts will be tabulated, analyzed, and documented in the field, but not collected. Temporally diagnostic artifacts will be described in detail and photographed in the field, then left in place.
  - Reporting and Curation - SWCA will prepare a draft report of the investigations within four weeks of completion of the field survey, which will conform to THC and Council of Texas Archeologists reporting standards. The report will document the general nature of the project area, the methodology used in the investigations, the presence and condition of any previously recorded cultural resources revealed in the records review, the general nature and extent of any resources encountered during the survey, recommendations on the need for further work, and the potential significance of the cultural resources regarding future development and SAL status.
5. Travis County Environmental Resource Inventory - According to Section 482.942 of the Travis County Land Development Code, an applicant shall submit an environmental resource inventory (ERI) for any proposed development that is a non-residential, utility, or right of way development that will disturb land of three acres or greater. SWCA will conduct a field investigation within the project area and within a 500-foot buffer around the project area for critical environmental features, potentially suitable habitat for federally and state-listed threatened and endangered species, and vegetation

community characterization. Site reconnaissance will begin within three (3) weeks from NTP and anticipates being completed within 8 days.

**Deliverables for Environmental:**

- Critical Issues Analysis with Permit Matrix – Digital Copies (PDF format) of a technical report summarizing the results and recommendations, a separate permitting matrix, and a Google Earth file (kmz) of potential constraints
- Phase I ESA – Digital Copies (PDF format) of a technical report
- Aquatic Resource Delineation – Digital Copies of a technical report (PDF format) and digital GPS data of delineation (GIS compatible)
- Cultural Resources Services – Digital Copies (PDF format) of technical report
- Travis County Environmental Resource Inventory – Electronic Shapefile or kmz file of critical environmental features, and digital copies (PDF format) of technical report

**D. Tunneling – Geotechnical Oversight (Scope of work to be completed by Balcones Geotechnical)**

1. Oversight of geotechnical borings taken at the SH 130 crossing. Quiddity will team with Balcones Geotechnical to provide this service.

**E. Rate Study and Reclaimed Water Ordinance**

1. Rate Study (Scope of work to be completed by NewGen Strategies & Solutions)
  - Determine the cost of reclaimed water service based on the first phase of the master plan (projects RW-1 – RW-9), and inclusive of operations, maintenance, transfers, reserve funding (as appropriate), and debt service. The cost for reclaimed water service will be reported in total years as well as terms of cost per 1,000 gallons of reclaimed water provided.
  - Design Rate – design a reclaimed water rate structure reflective of a balance of competing priorities such as cost recovery and adoption incentive.
  - Issue a draft report that summarizes the financial analysis, methodology, and rate recommendations. Have a conference call with City staff to discuss requested changes. Issue a final report within one week of receiving final comments from the City. Present the final report to City Council.
2. Ordinance
  - Coordinate with the City and write ordinance related to reclaimed water rates and usage guidelines.
  - Present rate study and ordinance to City Council Work Session, including preparation of presentation, and conduct/attend City Council public hearings (assumed 2).

**Deliverables for Rate Study and Ordinance:**

- Digital Copies (PDF format) of the draft and final Rate Study Report.
- Digital Copies (PDF format) reclaimed water ordinance
- Presentation including a PowerPoint to City Council

**III. SUPPLEMENTAL SERVICES****A. Geotechnical Baseline Report (Scope of work to be completed by Balcones Geotechnical)**

1. Laboratory Testing – Supplemental laboratory testing of samples obtained during the geotechnical design report by Arias & Associates for the Geotechnical Baseline Report. Supplemental testing of rock core samples may include compression strength tests with stress-strain measurements, Brazilian Tensile, Point load, slake durability, and rapid carbonate testing. Supplemental testing may include Atterberg Limits and sieve analyses of clay soil samples.
2. Provide a Geotechnical Baseline Report for the site creek, SH 130, and Weiss Lane that includes:
  - A summary of the field exploration and laboratory testing program
  - Discussion of the area geology, and findings of geologic field reconnaissance
  - Summary of subsurface information including stratigraphy and generalized subsurface conditions along the tunnel horizon, and depth to groundwater if encountered
  - Soil and rock strength and performance parameters expressed as baseline parameters
  - Shaft excavation considerations
  - Tunnel excavation considerations
  - Groundwater control considerations
  - Recommendations for construction

**Deliverables for Geotechnical Baseline Report:**

- Digital Copies (PDF format) of Geotechnical Baseline Report.

**B. Subsurface Utility Engineering (QL-A) (Scope of work to be completed by The Rios Group)**

1. The proposal includes up to twenty (20) QL-A SUE test holes at locations along the 22,000 LF reclaimed waterline alignment. The proposed reclaimed waterline alignment is adjacent to existing sanitary sewers and crosses approximately 8 known City owned waterlines, sanitary sewers and storm sewers. QL-A SUE test holes will be agreed upon and authorized on an as needed basis, with price per approximate depth. The following assumptions were made related to test hole excavations:
  - Test holes will be excavated using vacuum excavation equipment.
  - All test holes will be accessible to truck/trailer mounted vacuum excavation equipment. Any improvements required to access test hole locations will be provided by others at no cost.
  - ROW permits from the City of Pflugerville will be required.
  - Designed traffic control plans will not be required.
  - Traffic control measures will be required.
  - Pavement coring/repair will be required at up to eight (8) locations. The Rios Group can core pavement up to a depth of 12 inches. Asphalt surfaces will be repaired with an asphalt cold patch, and concrete will be epoxied in place, flush with the surrounding surface.
  - The following items are excluded from the scope of work: flowable fill for backfill of test holes, full-section pavement repair (including sidewalks)

- Due to the risk of damage, The Rios Group will not attempt to probe or excavate test holes on AC water lines unless approval is obtained from the owner in advance.
- Excavation in rock, or to a depth greater than 18 feet, is considered beyond the scope of the proposal.

**Deliverables for SUE QL-A:**

- Digital Copies (AutoCAD format) depicting all SUE data documented.
- Digital Copies (PDF format) of summary sheet of all test hole coordinate data and depth information.
- Digital Copies (PDF format) of Test Hole Data Forms for all test hole locations completed. Forms will be signed and sealed by a Professional Engineer.
- Digital Copies (PDF format) of SUE Plan Sheets depicting all SUE data documented on the project. Plans will be signed and sealed by a Professional Engineer.

**C. Reclaimed Waterline Easement Metes & Bounds**

1. Draft metes and bounds and create an exhibit for identified permanent reclaimed water easements. Metes and bounds will be on a per each basis.

**Deliverables for Reclaimed Waterline Easement Metes & Bounds:**

- Digital Copies (PDF format) of metes and bounds with attached exhibit outlining the easement, signed by Registered Professional Land Surveyor.

**D. Temporary Construction Easement Metes & Bounds**

1. Draft metes and bounds and create an exhibit for identified temporary construction easements. Metes and bounds will be on a per each basis.

**Deliverables for Temporary Construction Easement Metes & Bounds:**

- Digital Copies (PDF format) of metes and bounds with attached exhibit outlining the easement, signed by Registered Professional Land Surveyor.

**E. Supplemental Services**

1. Task if supplemental services are identified to support completion of the Design or Construction not otherwise identified in this scope of services document. Upon identifying the need of supplemental services, Quiddity will provide the City a scope and fee. The City shall give Quiddity authorization to utilize the Supplemental Services task for the scope and fee prior to initiating efforts.

**IV. EXCLUSIONS**

This proposal does not include the following items, but they may be needed for the project: treatment water quality evaluations, Phase II ESA, value engineering, multiple bidding packages or re-bidding of the work. Should any of these services be deemed necessary, Quiddity can provide additional scope, compensation, and schedule by separate authorization.



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**V. COMPENSATION**

Compensation for the SERVICES described above will be as follows and further detailed on enclosed **Exhibit II**.

<u>SERVICES</u>	<u>Type</u>	<u>Compensation</u>
<b>I. BASIC SERVICES</b>		
A. Project Management	Lump Sum	\$99,254
B. Preliminary Engineering	Lump Sum	\$84,500
C. Final Design	Lump Sum	\$291,180
D. Bidding Phase	Lump Sum	\$35,040
E. Construction Phase	Lump Sum	\$124,763
	<b>SUBTOTAL</b>	<b>\$634,737</b>
<b>II. ADDITIONAL SERVICES</b>		
A. Surveying	Lump Sum	\$67,235
B. Geotechnical Investigation	Cost + 10%	\$114,880
C. Environmental Site Assessment	Cost + 10%	\$52,965
D. Tunneling – Geotechnical Oversight	Cost + 10%	\$2,615
E. Rate Study and Ordinance	Cost + 10%	\$42,930
	<b>SUBTOTAL</b>	<b>\$280,715</b>
<b>III. SUPPLEMENTAL SERVICES</b>		
A. Geotechnical Baseline Report	Cost + 10%	\$31,856
B. Subsurface Utility Engineering (QL-A)	Cost + 10%	\$60,465
C. Reclaimed Waterline Easement Metes & Bounds	\$1023 per Each (max 15)	\$15,345
D. Temporary Construction Easement Metes & Bounds	\$595 per Each (max 15)	\$8,925
E. Supplemental Services	Lump Sum	\$30,000
	<b>SUBTOTAL</b>	<b>\$146,591</b>
	<b>TOTAL</b>	<b>\$1,062,043</b>

**VI. PROJECT SCHEDULE**

Quiddity will complete the scope of services defined herein according to the attached Project Schedule shown in **Exhibit III**. Below is a summary of the major milestones. Note that durations are in calendar days, commencing with receipt of written notice-to-proceed.



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Milestone/Deliverable	Calendar Days to Completion <sup>(1)</sup>
Preliminary Engineering	124
60% Design Submittal to City	237
90% Design Submittal to City	321
100% Design Submittal to City	397
Anticipated Project Advertisement <sup>(2)</sup>	427
Anticipated Project Bid Opening	454
Anticipated Recommendation of Award <sup>(3)</sup>	475
Anticipated Substantial Completion	840
Anticipated Construction Acceptance	873

**Notes:**

- (1) Days presented are cumulative calendar days from Notice to Proceed
- (2) Agency review and approval duration is estimated at 4 weeks, however, this is outside of Quiddity's control. It is recommended Project Advertisement is delayed until all easements are acquired and plans are fully approved by all agencies.
- (3) Total Project Duration is estimated based on agency review, approval, and easement acquisition timing as noted.

**SPECIAL CONSIDERATIONS**

This proposal is based on the following special considerations:

1. All work under this proposal shall be subject to the enclosed *Professional Services Agreement* between Quiddity Engineering, LLC and the City of Pflugerville executed on September 27, 2022 and the *Professional Services Supplemental Agreement* executed on August 11, 2023.
2. The proposed fees shall be considered in their entirety for the scope of services. Should you wish to contract with us for only a portion of the work, we reserve the right to negotiate individual scope items on their own merits.
3. This proposal shall be valid for sixty (60) days from this date and may be extended upon approval by this office.





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We thank you for the opportunity to submit this Proposal and look forward to working with you. An executed copy of this proposal will serve as our notice to proceed. Please return a signed copy to our office. Should you have any questions, please call 512.941.9493.

Sincerely,

A handwritten signature in blue ink, appearing to read "N. Alfaro".

Nieves C. Alfaro, PE  
Vice President

Sincerely,

A handwritten signature in blue ink, appearing to read "Kyle H. Kaspar".

Kyle H. Kaspar, PE  
Manager

AMM

V:\Practice Workspace\Water\Conveyance & Transmission Division\Proposals\Pflugerville Reclaimed Waterline to 1849 Park\PROPOSAL Pflugerville RW Master Plan Update.docx

Enclosure(s)

# ATTACHMENT A

## PROFESSIONAL SERVICES SUPPLEMENTAL AGREEMENT # 1 FOR RECLAIMED WATER MASTER PLAN UPDATE

STATE OF TEXAS           §  
  §  
COUNTY OF TRAVIS       §

This Supplemental Agreement No. 1 to a contract for Professional Services is made by and between the City of Pflugerville, Texas ("City") and Quiddity Engineering, LLC ("Consultant"). City and Consultant may be referred to herein singularly as "Party" or collectively as the "Parties."

WHEREAS, the City and Consultant executed an Agreement for Professional Services ("Agreement") on the 27th day of September, 2022 for the Reclaimed Water Master Plan Update project ("Project") in the amount of \$148,800.00 ; and

WHEREAS, the City and Consultant desire to enter into a Supplemental Agreement No. 1 for Professional Services for the Project to extend the time with no change in cost; and

WHEREAS, it has become necessary to amend the Agreement to modify the provisions for the Work Schedule; and

WHEREAS, it is necessary for the City to amend its agreements from time to time to comply with changes in state law relating to contracts of municipalities.

NOW, THEREFORE, premises considered, the City and the Consultant agree that said Agreement is amended as follows:

**1.**

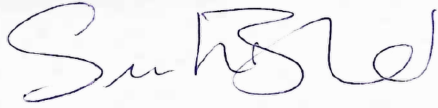
Article III. Work Schedule and Attachment A, shall be amended as set forth in the attached addendum to Attachment A.

**2.**

Except as amended hereby as indicated above, the terms of the Agreement shall remain unchanged and in full force and effect.

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

**CITY OF  
PFLUGERVILLE**



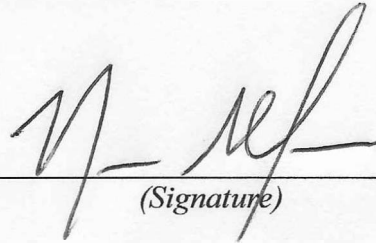
*(Signature)*

Printed Name: Sereniah Breland

Title: City Manager

Date: 8/11/2023

**CONSULTANT**



*(Signature)*

Printed Name: Nieves Alfaro

Title: Vice President

Date: 7/26/23

APPROVED AS TO FORM:



Charles E. Zech

City Attorney

DENTON NAVARRO ROCHA BERNAL & ZECH, P.C.



**PROFESSIONAL SERVICES AGREEMENT  
FOR  
RECLAIMED WATER MASTER PLAN UPDATE**

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

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

**I. DEFINITIONS**

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

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

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

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

**II. TERM**

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

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

**III. SCOPE OF SERVICES AND PROJECT SCHEDULE**

Consultant agrees to provide the services described in this Article III entitled Scope of Services and Project Schedule in exchange for the compensation described in Article IV. Compensation. Scope of Services and Project Schedule are detailed in Attachment A - Quiddity Engineering, LLC Scope, Schedule, and Compensation Proposal dated *August 10, 2022* 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 one hundred and forty-eight thousand, eight hundred dollars, and zero cents (\$148,800.00) as total compensation, to be paid to Consultant as further detailed in Attachment A.

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 and which approval will not be unreasonably withheld. 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 A. Davis, MSCE, P.E.  
City Engineer  
P.O. Box 589  
Pflugerville, Texas 78660

If intended for Consultant, to: Quiddity Engineering, LLC  
Attn: Kyle Kaspar, PE  
6330 West Loop South  
Suite 150  
Bellaire, TX 77401



## 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 *Reclaimed Water Master Plan Update* 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 (Public) Liability to include Premises/Operations	General 1,000,000 per occurrence, 2,000,000 general aggregate coverage for: Or	City to be listed as additional insured and provide 30 days' notice of cancellation or material change in coverage
Products/ Completed Operations	2,000,000 combined single coverage limit	City to be provided a waiver of subrogation
Independent Contractors		City prefers that insurer be rated B+V1 or higher by A.M. Best or A or higher by Standard & Poors
Personal Injury		
<b>Contractual Liability</b>		
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: none. Any deviation from this subcontractor list, whether in the form of deletions, additions or substitutions shall be approved by City prior to the provision of any services by said subcontractor.

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

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

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

## **XII. INDEPENDENT CONTRACTOR**

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

### **XIII. CONFLICT OF INTEREST**

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

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

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

### **XIV. AMENDMENTS**

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

### **XV. SEVERABILITY**

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

## **XVI. LICENSES/CERTIFICATIONS**

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

## **XVII. COMPLIANCE**

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

## **XVIII. NONWAIVER OF PERFORMANCE**

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

## **XIX. LAW APPLICABLE**

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

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

## **XX. LEGAL AUTHORITY**

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

## XXI. PARTIES BOUND

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

## XXII. CAPTIONS

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

## XXIII. INCORPORATION OF EXHIBITS

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

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

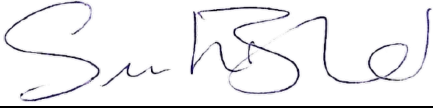
Company hereby verifies that it does not boycott Israel, and agrees that, during the term of this agreement, will not boycott Israel as this term is defined in the Texas Government Code, Section 808.001, as amended. Company hereby verifies that it does not boycott energy companies, and agrees that, during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

Further, Company hereby certifies that it is not a company identified under Texas Government Code, Section 2252.152 as a company engaged in business with Iran, Sudan, or Foreign Terrorist Organizations.

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

**CITY OF  
PFLUGERVILLE**

**CONSULTANT  
Quiddity Engineering, LLC**

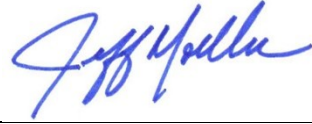


*(Signature)*

Printed Name: Sereniah Breland

Title: City Manager

Date: 09/27/2022



*(Signature)*

Printed Name: Jeff Moeller

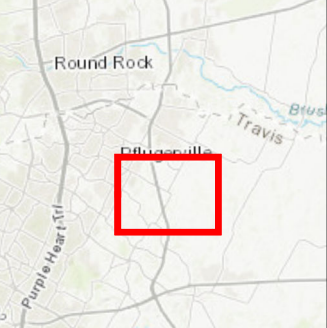
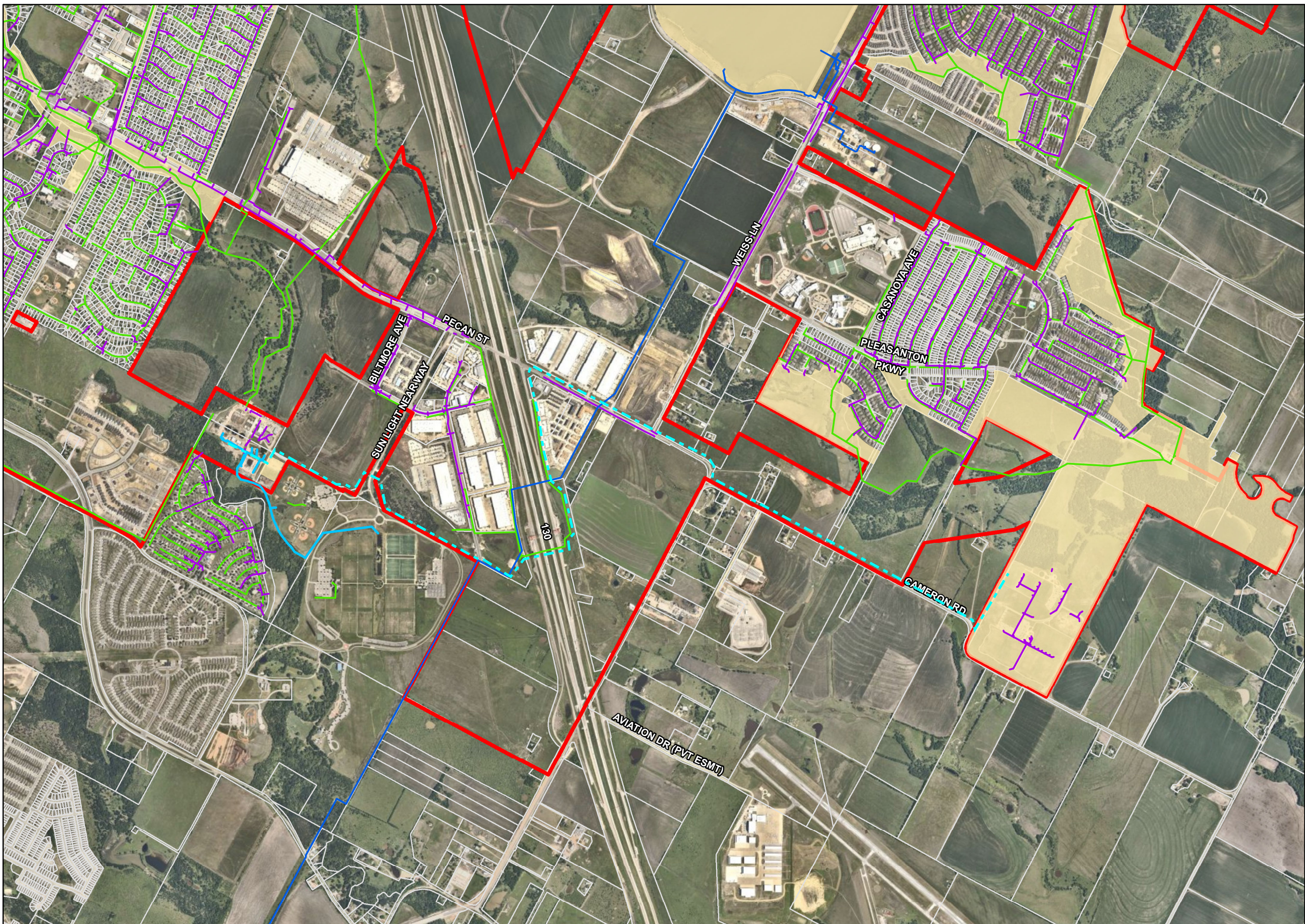
Title: Vice President

Date: 9/8/2022

APPROVED AS TO FORM:



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



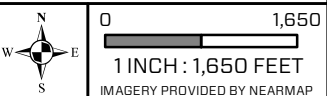
VICINITY MAP  
1 INCH = 10 MILES

- LEGEND
- Water Main
  - Sanitary Sewer Main
  - Storm Main
  - Reuse Lines
  - Public Parks
  - City Limits
  - TCAD Parcels

EXHIBIT I

RECLAIMED WATER  
MASTER PLAN UPDATE

CITY OF PFLUGERVILLE  
TRAVIS COUNTY, TEXAS



Disclaimer: This product is offered for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property, governmental and/or political boundaries or related facilities to said boundary. No express warranties are made by Quiddity Engineering concerning the accuracy, completeness, reliability, or usability of the information included within this exhibit.



Texas Board of Professional Engineers Registration No. F-23290

Date: 6/30/2023  
 Project Number: 0.6571-0002-00-0104-03  
 User Name: dca  
 Path: V:\Practice\Workspaces\Coordinate Services\GIS\Projects\0.6571-0002-00-0104-03



		Project Principal	QA/QC Manager	Project Manager	Quality Assurance	Design Lead	Drafting	Construction Manager	Field Project Representative	Proj. Admin	GIS Support	Sub-Total	Other Directs	Total Budget	Task Level Total
		PL	Prof Eng VI	Prof Eng IV	Spec II	Prof Eng I	Designer I	Const Man IV	FPR II	Admin II	GIS II				
		\$295	\$295	\$255	\$145	\$170	\$130	\$190	\$145	\$75	\$130				
<b>BASIC SERVICES</b>		Nieves A.	Kyle K.	Alan M.	Jesse P.	Jordan C.		Nathan W.	Colby P.	Brittany R.	Andrew A.				
<b>A - Project Management</b>															
1	Manage scope, schedule, quality, resources, communication, and provide monthly progress reports (assume 25 months)	6		50		25				13		\$19,781		\$19,781	
2	Lead Kickoff Meeting and prepare meeting minutes.	3		5		5						\$3,010		\$3,010	
3	Lead Virtual Monthly Progress Meetings (assume 15), agenda, meeting minutes	15		38		30						\$19,088		\$19,088	
4	Coordination with stakeholders (Central WWTP construction, 1849 Park, Travis County, Cameron Road re-alignment, developers outreach)			60		30						\$20,400		\$20,400	
5	Coordinate with proposed developments along the alignment for land plans and improvements.			30		15						\$10,200		\$10,200	
6	Coordinate with and manage subconsultants (tunneling, geotechnical, environmental, SUE, rate analysis) (assume 15 months)			75		45						\$26,775		\$26,775	
<b>Total Task A</b>															\$99,254
<b>B - Preliminary Engineering</b>															
1	Records Collection and Review			10	15	20					6	\$8,905		\$8,905	
2	TxDOT and CTRMA Records Collection and Review			2	2	2						\$1,140		\$1,140	
3	Collect and review existing City easement documents			2	4	8					4	\$2,970		\$2,970	
4	Develop and evaluate three (3) different options for the reclaimed waterline alignment	1		12	16	24						\$9,755		\$9,755	
5	Conduct site visit to verify existing conditions				10	10						\$3,150		\$3,150	
6	Determine size and location(s) of permanent utility and temporary construction easements	1		6	12	18						\$6,625		\$6,625	
7	Develop GIS exhibits of the proposed alignment options and easements					6					15	\$2,970		\$2,970	
8	Identify utility crossings and potential conflicts summarized in a Utility Conflict Assessment Log			2	6	9						\$2,910		\$2,910	
9	Incorporate Environmental Critical Issues Analysis			4		10					4	\$3,240		\$3,240	
10	Develop Class III EOPCCs for each alignment	1		4	10	15						\$5,315		\$5,315	
11	Prepare an estimate of construction duration and overall schedule			4	2	6						\$2,330		\$2,330	
12	Prepare Preliminary Engineering Report	4		20	4	36				4		\$13,280		\$13,280	
13	Conduct Internal QA/QC	6	6	6		12						\$7,110		\$7,110	
14	Plan in Hand Walkthrough with the City, discuss review comments	8		10	8	10						\$7,770		\$7,770	
15	Address City Comments			8		16				4	6	\$5,840		\$5,840	
16	Finalize PER for submittal to City			2		4						\$1,190		\$1,190	
<b>Total Task B</b>															\$84,500
<b>C - Final Design</b>															
1	<b>60% Design</b>														
a	Arrange and coordinate topographic and boundary survey			2	10	12						\$4,000		\$4,000	
b	Conduct project walkthrough to verify survey			2	10	12						\$4,000		\$4,000	
c	Finalize recommendations for size and location of easements	1	2	4	4	8						\$3,845		\$3,845	
d	Determine horizontal alignment, vertical alignment at major crossings, location of appurtenances	1	4	22	33	66						\$23,090		\$23,090	
e	Prepare preliminary drawings			15	22	79	170					\$42,460		\$42,460	
f	Design Calculations (casing sizing, air release valve, restrained joints, etc.)		1	4	8	8						\$3,835		\$3,835	
g	Develop Class II EOPCC		1	4	8	8						\$3,835		\$3,835	
h	Develop Table of Contents and identify special specifications		1	4	8	12						\$4,515		\$4,515	
i	Perform internal QA/QC of 60% submittal package	6	6	6		20						\$8,470		\$8,470	
j	Submit 60% package to City for review	1		2		4						\$1,485		\$1,485	
k	Conduct review workshop with City to discuss 60% review comments	4		6		8						\$4,070		\$4,070	
l	Provide comment resolution document to the City			2		6				4		\$1,830		\$1,830	
m	Initiate SUE for utilities at crossing			4		4						\$1,700		\$1,700	
n	Coordination with City's ROW Services for easement acquisition			6		6						\$2,550		\$2,550	



		Project Principal	QA/QC Manager	Project Manager	Quality Assurance	Design Lead	Drafting	Construction Manager	Field Project Representative	Proj. Admin	GIS Support	Sub-Total	Other Directs	Total Budget	Task Level Total	
		PL	Prof Eng VI	Prof Eng IV	Spec II	Prof Eng I	Designer I	Const Man IV	FPR II	Admin II	GIS II					
		\$295	\$295	\$255	\$145	\$170	\$130	\$190	\$145	\$75	\$130					
	o			4		6	4					\$2,560		\$2,560	\$112,245	
<b>2</b>	<b>90% Design</b>															
	a		2	16	16	24	40					\$16,270		\$16,270		
	b			16	30	44	66					\$24,490		\$24,490		
	c			4		15	20					\$6,170		\$6,170		
	d			4		10	12					\$4,280		\$4,280		
	e	2		8	4	10						\$4,910		\$4,910		
	f	2		8	4	10	6					\$5,690		\$5,690		
	g			4	10	10						\$4,170		\$4,170		
	h		2	10	12	30	39					\$15,050		\$15,050		
	i			8	4	16				2		\$5,490		\$5,490		
	j			4	6	8						\$3,250		\$3,250		
	k	1	1	4	6	8						\$3,840		\$3,840		
	l	8	8	10		20		8				\$12,190	\$8,900.00	\$21,090		
	m			2		4						\$1,190		\$1,190		
	n			10		16				2		\$5,420		\$5,420		
	o	6		8		10						\$5,510		\$5,510		
	p			2		6				4		\$1,830		\$1,830		
	q			10		20						\$5,950		\$5,950	\$134,600	
<b>3</b>	<b>100% Design</b>															
	a		6	20	20	40	40					\$21,770		\$21,770		
	b			2		6				4		\$1,830		\$1,830		
	c	2	2	16	4	24						\$9,920		\$9,920		
	d	1	1	6	4	8						\$4,060		\$4,060		
	e	1		4		8						\$2,675		\$2,675		
	f			8		12						\$4,080		\$4,080	\$44,335	
<b>Total Task C</b>															\$291,180	
<b>D - Bidding Phase</b>																
1	Prepare and facilitate a single project advertisement and bidding process.	1		8		4						\$3,015		\$3,015		
2	Coordinate with prospective bidders, address questions, and issue Addenda (as necessary)	1		8	2	16						\$5,345		\$5,345		
3	Prepare for and attend one (1) Pre-Proposal Meeting	2		6		8						\$3,480		\$3,480		
4	Open, review, and tabulate bids	1		6		8						\$3,185		\$3,185		
5	Review statement of bidder qualifications in accordance with bid documents	2		8		12						\$4,670		\$4,670		
6	Assist with Contractor interviews.	2		12		12						\$5,690		\$5,690		
7	Issue Recommendation of Award.	1		4		6						\$2,335		\$2,335		
8	Preliminary review of bonds and insurance for completeness.			1		4				2		\$1,085		\$1,085		
9	Prepare conformed construction contract documents.	1		4		8	4					\$3,195		\$3,195		
10	Coordinate contract execution between the Contractor and the City.			6		8				2		\$3,040		\$3,040		
<b>Total Task D</b>															\$35,040	
<b>E - Construction Phase</b>																
1	Attend and lead pre-construction meeting at the City	2		4								\$1,610		\$1,610		
2	Technical review of shop plans and submittals (estimated 15)			15	23	30						\$12,188		\$12,188		
3	Review and respond to RFIs (estimated 10)			15		20			10			\$8,675		\$8,675		
4	Review and respond to Change Orders (estimated 4)		4	16	12	32			8			\$13,600		\$13,600		
5	Address Contractor questions related to technical understanding			26		52						\$15,470		\$15,470		
6	Monthly On-Site Progress Meetings	6		48		60						\$24,210		\$24,210		
7	Monthly Engineer's Site Visit Reports			12		60			36			\$18,480		\$18,480		



CITY OF PFLUGERVILLE

RECLAIMED WATERLINE TO 1849 PARK

		Project Principal	QA/QC Manager	Project Manager	Quality Assurance	Design Lead	Drafting	Construction Manager	Field Project Representative	Proj. Admin	GIS Support	Sub-Total	Other Directs	Total Budget	Task Level Total	
		PL	Prof Eng VI	Prof Eng IV	Spec II	Prof Eng I	Designer I	Const Man IV	FPR II	Admin II	GIS II					
		\$295	\$295	\$255	\$145	\$170	\$130	\$190	\$145	\$75	\$130					
8	Additional Site Visits (estimated 5)			15		20			15			\$9,400			\$9,400	
9	Review Contractor's payment applications and provide recommendation.			24		24			12	12		\$12,840			\$12,840	
10	Attend Substantial Completion Inspection			8		8			8			\$4,560			\$4,560	
11	Issue Certificate of Substantial Completion			2		4				2		\$1,340			\$1,340	
12	As-Built drawings			2		8	4					\$2,390			\$2,390	
<b>Total Task E</b>																<b>\$124,763</b>
	<b>Hours Subtotal</b>	<b>100</b>	<b>47</b>	<b>871</b>	<b>349</b>	<b>1,378</b>	<b>405</b>	<b>8</b>	<b>89</b>	<b>55</b>	<b>35</b>					
<b>SUBTOTAL ALL SERVICES</b>		<b>\$ 29,574</b>	<b>\$ 13,865</b>	<b>\$ 221,978</b>	<b>\$ 50,533</b>	<b>\$ 234,175</b>	<b>\$ 52,650</b>	<b>\$ 1,520</b>	<b>\$ 12,905</b>	<b>\$ 4,088</b>	<b>\$ 4,550</b>	<b>\$625,836</b>	<b>\$8,900.00</b>	<b>\$634,736</b>	<b>\$634,736</b>	



	Project Principal	QA/QC Manager	Project Manager	Quality Assurance	Design Lead	QA/QC Surv. Mngr	Reg. Prof Surveyor	2-Person Survey Crew	Project Surveyor	Drafting	Proj. Admin	Sub-Total	Other Directs	Total Budget	Task Level Total															
	PL	Prof Eng VI	Prof Eng IV	Spec II	Prof Eng I	Sur Mngr	RPLS	Field Crew	Proj Surv III	Surv Tech II	Admin II																			
	\$295	\$295	\$255	\$145	\$170	\$225	\$195	\$195	\$145	\$110	\$75																			
<b>Additional Services</b>	Nieves A.	Kyle K.	Alan M.	Jesse P.	Jordan C.	Rex H	Rex H	Survey Crew	Thomas S	Andrea H	Brittany R.																			
<b>A - Surveying</b>																														
1	Topographic Survey and Drafting															\$50,300		\$50,300												
2	Boundary Survey Research, Survey and Drafting															\$17,025		\$17,025												
	<b>Total Task A</b>																		\$67,325											
<b>B - Geotechnical Investigation</b>																														
1	Field Work, Laboratory Soil Testing, Engineering/Report (Arias Geotechnical)															\$0	\$123,491.50	\$123,492	\$123,492											
	<b>Total Task B</b>																													
<b>C - Environmental</b>																														
1	Critical Issues Analysis with Permit Matrix															\$0	\$13,675.20	\$13,675												
2	Phase I Environmental Site Assessment															\$0	\$7,255.60	\$7,256												
3	Aquatic Resource Delineation															\$0	\$7,702.20	\$7,702												
4	Cultural Resources Services															\$0	\$15,977.50	\$15,978												
4	Travis County ERI															\$0	\$8,354.50	\$8,355												
	<b>Total Task C</b>																		\$52,965											
<b>D - Tunneling</b>																														
1	Drilling and Sampling Oversight (Balcones Geotechnical)															\$0	\$2,876.50	\$2,877	\$2,877											
	<b>Total Task D</b>																													
<b>E - Rate Study and Ordinance</b>																														
1	Rate Study (NewGen Strategies)															\$0	\$22,000.00	\$22,000												
1	Reclaimed Water Ordinance															\$12,195		\$12,195												
2	City Council Work Session, Public Hearing (max 2)															\$8,735		\$8,735												
	<b>Total Task E</b>																		\$42,930											
	<b>Hours Subtotal</b>															10	4	35	0	45	2	7	250	108	10	3				
<b>SUBTOTAL ALL SERVICES</b>																\$ 2,950	\$ 1,180	\$ 8,925	\$ -	\$ 7,650	\$ 450	\$ 1,365	\$ 48,750	\$ 15,660	\$ 1,100	\$ 225	\$88,255	\$201,333.00	\$289,588	\$166,097



		OA/QC Surv. Mngr	Reg. Prof Surveyor	2-Person Survey Crew	Project Surveyor	Drafting	Sub-Total	Other Directs	Total Budget	Task Level Total
		Sur Mngr	RPLS	Field Crew	Proj Surv III	Surv Tech II				
		\$225	\$195	\$195	\$145	\$110				
<b>Supplemental Services</b>		Rex H	Rex H	Survey Crew	Thomas S	Andrea H				
<b>A - Geotechnical Baseline Report</b>										
1	Lab Testing Program						\$0	\$6,446.00	\$6,446	
2	Geotechnical Baseline Report (QL-A)						\$0	\$31,856.00	\$31,856	
<b>Total Task A</b>										\$31,856
<b>B - Subsurface Utility Engineering</b>										
1	QL-A (Rios Group)						\$0	\$60,465.05	\$60,465	
<b>Total Task B</b>										\$60,465
<b>C - Reclaimed Waterline Easements Metes &amp; Bounds</b>										
1	Draft Metes and Bounds, Create Exhibits (per each) (max of 15)	1	1			7	\$1,023		\$1,023	
<b>Total Task C</b>										\$1,023
<b>D - Temporary Construction Easements Metes &amp; Bounds</b>										
1	Draft Metes and Bounds, Create Exhibits (per each) (max of 15)	1	1			4	\$595		\$595	
<b>Total Task D</b>										\$595
<b>E - Supplemental Services</b>										
1	Supplemental Services to be authorized by the City prior to initiation.						\$30,000		\$30,000	
<b>Total Task D</b>										\$30,000
<b>Hours Subtotal</b>		1	2	0	0	10				
<b>SUBTOTAL ALL SERVICES</b>		\$ 225	\$ 293	\$ -	\$ -	\$ 1,100	\$0	\$92,321.05	\$92,321	\$93,939





**Exhibit A - Geotechnical Cost Estimate  
City of Pflugerville Reclaimed Waterline  
Pflugerville, Texas**

Task	Item Description	Est. Qty.	Unit	Unit Price	Est. Total Price
<b>1 Field Exploration</b>					
<b>1.1 Planning and Coordination</b>					
	Engineer in Training (Drilling Plan, One-Call, Traffic Controls, Permits)	25	hr	\$ 120.00	\$ 3,000.00
	Engineering Technician (Staking of Borings, Utility Clearance)	35	hr	\$ 75.00	\$ 2,625.00
	Trip Charge	4	ea	\$ 55.00	\$ 220.00
	Excavation Permit (COP permits)	2	ea	\$ 500.00	\$ 1,000.00
	Senior Geotechnical Engineer	15	hr	\$ 175.00	\$ 2,625.00
	Principal Engineer	5	hr	\$ 210.00	\$ 1,050.00
				<b>1.1 Subtotal</b>	<b>\$ 10,520.00</b>
<b>1.2 Drilling and Sampling</b>					
	Mobilization (Truck drill rig)	2	ea	\$ 550.00	\$ 1,100.00
	Support Truck (Water truck)	10	ea	\$ 150.00	\$ 1,500.00
	Air Compressor	10	day	\$ 200.00	\$ 2,000.00
	Drill Rig Standby Time	16	hr	\$ 225.00	\$ 3,600.00
	Soil Drilling and Sampling - Up to 50 feet	600	ft	\$ 26.00	\$ 15,600.00
	Rock Coring - Up to 50 feet	20	ft	\$ 32.00	\$ 640.00
	Backfill holes	570	ft	\$ 8.00	\$ 4,560.00
	Drill Logger	100	hr	\$ 75.00	\$ 7,500.00
	Trip Charge (Arias - Logger)	10	ea	\$ 55.00	\$ 550.00
				<b>1.2 Subtotal</b>	<b>\$ 37,050.00</b>
<b>1.3 Traffic Control</b>					
	Traffic Control Services, Arrow Boards and Attenuator Trucks	5	ea	\$ 2,650.00	\$ 13,250.00
				<b>1.3 Subtotal</b>	<b>\$ 13,250.00</b>
<b>1.4 Observation Wells Construction</b>					
	Observation Well, 2"-diameter 50 ft deep	50	ft	\$ 22.00	\$ 1,100.00
	Flush Mounted Well Pad (2'8"x2'8")	1	ea	\$ 450.00	\$ 450.00
	Wells maintenance	1	ls	\$ 400.00	\$ 400.00
	Plug/Abandon Well (Minimum Daily Rig Charge), per TDLR	1	ea	\$ 1,200.00	\$ 1,200.00
				<b>1.4 Subtotal</b>	<b>\$ 3,150.00</b>
<b>1.5 Observation Well Readings and Reports (Weekly for 1 month and monthly thereafter for 1 year)</b>					
	Engineering Technician (Readings)	20	hr	\$ 75.00	\$ 1,500.00
	Trip Charge	15	ea	\$ 55.00	\$ 825.00
	Engineer in Training (Reporting)	12	hr	\$ 120.00	\$ 1,440.00
	Senior Geotechnical Engineer	4	hr	\$ 175.00	\$ 700.00
				<b>1.5 Subtotal</b>	<b>\$ 4,465.00</b>
				<b>Field Exploration TOTAL:</b>	<b>\$ 68,435.00</b>
<b>2 Laboratory Soil Testing</b>					
	Moisture Content (ASTM D2216)	84	ea	\$ 15.00	\$ 1,260.00
	Atterberg Limits (ASTM D4318)	75	ea	\$ 75.00	\$ 5,625.00
	Particle Gradation, Including No. 200 sieve (ASTM D422)	75	ea	\$ 75.00	\$ 5,625.00
	Unconfined Compressive Strength (rock or soil) (ASTM D7012 or D2166)	20	ea	\$ 65.00	\$ 1,300.00
	Controlled Pressure Swell (ASTM D4546)	3	ea	\$ 300.00	\$ 900.00
	Hydrometer Analysis (ASTM D7928)	3	ea	\$ 200.00	\$ 600.00
	Soluble Sulfate (TEX 145-E)	4	ea	\$ 80.00	\$ 320.00
	Soluble Chloride (ASTM D512)	4	ea	\$ 70.00	\$ 280.00
	Soil pH (TEX-128-E)	4	ea	\$ 65.00	\$ 260.00
	Laboratory Resistivity (ASTM G57)	4	ea	\$ 85.00	\$ 340.00
	Engineer in Training	8	hr	\$ 120.00	\$ 960.00
				<b>Laboratory Testing TOTAL:</b>	<b>\$ 17,470.00</b>
<b>3 Engineering and Reporting</b>					
<b>3.1 Geotechnical Data Report (GDR)</b>					
	Principal Engineer	6	hr	\$ 210.00	\$ 1,260.00
	Senior Geotechnical Engineer	35	hr	\$ 175.00	\$ 6,125.00
	Engineer in Training	45	hr	\$ 120.00	\$ 5,400.00
	Data Processing	15	hr	\$ 65.00	\$ 975.00
				<b>3.1 Subtotal</b>	<b>\$ 13,760.00</b>
<b>3.2 Geotechnical Data Memorandum (GDM)</b>					
	Principal Engineer	15	hr	\$ 210.00	\$ 3,150.00
	Geotechnical Project Manager	35	hr	\$ 175.00	\$ 6,125.00
	Engineer in Training	25	hr	\$ 120.00	\$ 3,000.00
	Data Processing	5	hr	\$ 65.00	\$ 325.00
				<b>3.2 Subtotal</b>	<b>\$ 12,600.00</b>
				<b>Engineering TOTAL:</b>	<b>\$ 26,360.00</b>
<b>Project Total</b>					<b>\$ 112,265.00</b>

survey within the drainages, steep slopes, and other areas where bedrock outcropping is likely. Travis County typically requires wetland CEFs to be protected against development-related impacts using setbacks of a minimum of 150 feet.

SWCA anticipates that direct access to properties occurring within 500 feet of the project area is likely to be unavailable. If that is the case, SWCA will identify potential wetlands, identify potential T&E habitat, and characterize vegetation on adjacent properties based on desktop review and field observations made from project area boundaries.

SWCA will conduct the Travis County ERI site reconnaissance within three (3) weeks from NTP and anticipates that the Travis County ERI site reconnaissance will be completed in 8 days by two SWCA biologists, including travel.

### DELIVERABLES

Within two weeks of completion of the field investigation, SWCA will provide Quiddity with an electronic shapefile or kmz file that identifies any CEFS identified during the site reconnaissance and desktop review, as well as assumed (150 feet) CEF setbacks. SWCA will provide Quiddity with a draft of the ERI report within 4 weeks of completion of the field investigation. The ERI report will describe methods used to conduct the field investigation; identify CEFs and waterways delineated in and within 400 feet of the project area as allowed by landowner access; identify any T&E habitat present in or within 500 feet of the project area; describe the topography, soils, and geology of the project area; identifies water wells present in or within 150 feet of the project area; and describe the vegetation communities identified within the project area and dominant species within each community. The ERI report will also include wetland determination data forms (if utilized), a figure that depicts any CEFs or other pertinent features identified within the project area and data point locations, and representative photographs of the project area. SWCA will submit the draft ERI in electronic format.

## COST ESTIMATE AND TIMELINE

The cost to complete the scope of services described herein and in consideration of assumptions provided below, is based on time and materials, not to exceed \$48,150 (Table 1).

**TABLE 1. TIMELINE AND COST ESTIMATE**

TASK	DESCRIPTION	LEVEL OF EFFORT/ HOURS	TIMELINE AND DETAILS	COST
Task 1	Critical Issues Analysis with Permit Matrix	85	SWCA will prepare the CIA within 8-10 weeks of receiving notice to proceed.	\$12,432
Task 2	Phase I ESA	47.50	SWCA will provide a draft Phase I ESA report to Quiddity within 3 weeks upon completion of the site reconnaissance.	\$6,596
Task 3	Aquatic Resource Delineation	50.50	SWCA will provide a draft aquatic resources delineation report to Quiddity within 4-6 weeks upon completion of the delineation.	\$7,002
Task 4	Cultural Resource Services	139	SWCA will prepare a draft report of the investigations to Quiddity within 4 weeks of completion of the field survey.	\$14,525
Task 5	Travis County ERI	57.50	SWCA will provide a draft aquatic resources delineation report to Quiddity within 3 weeks upon completion of the site visit.	\$7,595
<b>TOTAL</b>		<b>379.50</b>		<b>\$48,150</b>

## 2023 LABOR CATEGORIES AND BILLING RATES

### Environmental Consulting Services

Cultural Resources		Graphics/Media Production	
Environmental Resources		GIS/CADD Resources	
Paleontology		Technical Writing/Editing	
Scientific Resources		Training/Facilitating	
Planning Resources		Air Quality	
Technician II.....	\$60.00	Specialist VIII .....	\$150.00
Specialist I.....	\$72.00	Specialist IX.....	\$161.00
Specialist II.....	\$85.00	Specialist X .....	\$180.00
Specialist III.....	\$97.00	Specialist XI .....	\$197.00
Specialist IV.....	\$107.00	Specialist XII .....	\$215.00
Specialist V.....	\$117.00	Subject Matter Expert I .....	\$219.00
Specialist VI.....	\$130.00	Subject Matter Expert II.....	\$230.00
Specialist VII.....	\$140.00	Subject Matter Expert III .....	\$255.00
		Subject Matter Expert IV .....	\$279.00

### Engineering and Special Services (Tier 1)

Specialist IV.....	\$117.00	Specialist X .....	\$197.00
Specialist V.....	\$130.00	Specialist XI.....	\$215.00
Specialist VI .....	\$140.00	Specialist XII .....	\$230.00
Specialist VII.....	\$150.00	Subject Matter Expert I .....	\$230.00
Specialist VIII.....	\$161.00	Subject Matter Expert II.....	\$240.00
Specialist IX .....	\$180.00	Subject Matter Expert III.....	\$265.00
		Subject Matter Expert IV.....	\$280.00

Direct expenses are subject to a 15% administrative markup and subcontractor expenses are subject to a 20% administrative markup. These rates do not apply to depositions or testimonies at administrative hearings and trials. Such activities fall under our Expert Witness rates, which vary by state.

A communication/data fee is invoiced at a rate of 3% of labor to cover such expenses (i.e.: cell phones, data plans, faxes, etc.).

Overtime is invoiced at 1.2 times standard rates. All overtime must be approved in writing by client. Client shall pay overtime for all hours worked in excess of forty hours per week. Client shall not pay overtime rates for Contractor’s salaried employees.

Per Diem is billed at the GSA rate in place at the time of billing. Mileage is billed at the IRS mileage rate in place at the time of billing.

**Attachment 1 - Geotechnical Baseline Report Cost Estimate**  
**Pflugerville Reclaimed Waterline**  
**Pflugerville, TX**

Task	Item Description	Quantity	Unit	Rate	Total
<b>1</b>	<b>Field Exploration Investigation</b>				
<b>1.1 Planning and Coordination</b>					
	Project Management (Senior Geotechnical Engineer)	4	hr	\$ 225.00	\$ 900.00
				<b>1.1 Subtotal</b>	<b>\$ 900.00</b>
<b>1.2 Drilling and Sampling (Oversight)</b>					
	Field Logger (Engineering Associate III)	16	hr	\$ 95.00	\$ 1,520.00
	Transportation Cost - Trip Charge (Logger)	3	trip	\$ 65.00	\$ 195.00
				<b>1.2 Subtotal</b>	<b>\$ 1,715.00</b>
				<b>Field Exploration TOTAL:</b>	<b>\$ 2,615.00</b>
<b>2</b>	<b>Laboratory Soil Testing</b>				
<b>2.1 Lab Testing Program</b>					
	Atterberg Limits	4	ea	\$ 85.00	\$ 340.00
	UU Triaxial Compression (ASTM D2850)	4	ea	\$ 110.00	\$ 440.00
	Swell Test (ASTM D2435)	4	ea	\$ 275.00	\$ 1,100.00
	Slake Durability (ASTM D4644)	4	ea	\$ 225.00	\$ 900.00
	Point Load Index (ASTM D5731)	4	ea	\$ 85.00	\$ 340.00
	Brazilian Tensile (ASTM D3967)	4	ea	\$ 85.00	\$ 340.00
	Rapid Carbonate Content (ASTM D4373)	4	ea	\$ 160.00	\$ 640.00
	Analytical (Sol Chloride, Sulfates, pH, Box Resistivity)	2	ea	\$ 500.00	\$ 1,000.00
	Engineering Associate I (Graduate Engineer)	8	ea	\$ 95.00	\$ 760.00
				<b>Laboratory Testing TOTAL:</b>	<b>\$ 5,860.00</b>
<b>3</b>	<b>Engineering and Reporting</b>				
<b>3.1 Geotechnical Baseline Report (GBR)</b>					
	Key Personnel (J. Wooley)	20	hour	\$ 325.00	\$ 6,500.00
	Key Personnel (R. Russo)	20	hour	\$ 225.00	\$ 4,500.00
	Senior Engineer	16	hour	\$ 175.00	\$ 2,800.00
	Project Engineer	60	hour	\$ 155.00	\$ 9,300.00
				<b>3.1 Subtotal</b>	<b>\$ 23,100.00</b>
<b>3.2 Design Plans and Specifications Review</b>					
	Key Personnel (J. Wooley)	8	hour	\$ 325.00	\$ 2,600.00
	Key Personnel (R. Russo)	8	hour	\$ 225.00	\$ 1,800.00
	Senior Engineer	8	hour	\$ 175.00	\$ 1,400.00
	Project Engineer	20	hour	\$ 155.00	\$ 3,100.00
				<b>3.2 Subtotal</b>	<b>\$ 8,900.00</b>
				<b>Engineering TOTAL:</b>	<b>\$ 32,000.00</b>
				<b>Project Total</b>	<b>\$ 40,475.00</b>

of potable water restrictions, the value of reclaimed water is generally deemed to be less than potable water and, thus, it is difficult, from a marketing perspective, to charge rates reflective of the full cost of providing reclaimed water.

For convenience purposes, the rates for reclaimed water are often based on some percentage of the otherwise applicable potable water rate structure. The percentage applied ranges from 100% of the potable water rate (for utilities that do not differentiate between potable and reclaimed water rates) to 0% (for utilities that do not charge for reclaimed water). The rationale often cited for charging less for reclaimed water than for potable water is to encourage use of the reclaimed water. Some utilities recognize the benefit of reclaimed water to the potable water and/or wastewater enterprise funds and, as a result, have financial support (e.g., transfers) from these utilities to subsidize the reclaimed water service. Further, the City’s water utility may see reduced water sales from existing customers as a result of the existing customers connecting to the reclaimed water system.

Given a reclaimed water rate is highly influenced by policy input, a clear and distinct understanding of the City’s overall goals will serve as a basis for the development of the proposed reclaimed water rate.

### Phase 3 – Issue a Draft and Final Report

Upon completion of Phase 2, NewGen will issue a draft letter report that briefly summarizes our financial analysis, methodology, and rate recommendations. A conference call will be held with City staff to discuss any staff recommended changes to the draft report, with a final report issued within one week of receiving the final comments from the City. A presentation of the final report will then be made to the City Council, including a PowerPoint summarizing our findings and recommendations.

### Project Fees

The proposed study will be billed using our standard billing rates based on hours actually worked. We estimate the budget for this project in the range of **\$15,000 to \$20,000**, depending on the number of meetings required and the availability of data on which to base our analysis.

Standard billing rates associated with the team on this project are listed in the following table. Out-of-pocket expenses will be billed on a cost basis (i.e., with no mark-up).

<b>NewGen Strategies and Solutions 2023 Billing Rates</b>	
<b>Position</b>	<b>Hourly Billing Rate</b>
Partner	\$250 – \$385
Principal	\$235 – \$385
Senior Manager	\$210 – \$265
Manager	\$185 – \$210
Senior Consultant	\$160 – \$185
Consultant	\$150 – \$160
Administrative Services	\$120

Note: Billing rates are subject to change based on annual reviews and salary increases.



THE RIOS GROUP

**Estimate for Subsurface Utility Engineering**  
**City of Pflugerville**  
**Reclaimed Waterline to 1849 Park**  
**QL"A"**

**EXHIBIT A-3**

<b>Hourly Office Labor</b>	<i>Rate</i>	<i>Assumed Quantity</i>	<i>Unit of Measure</i>	<i>Sub-Total</i>
Supervisory Engineer	\$ 190.86	4	HR	\$ 763.44
SUE Project Manager	\$ 169.71	6	HR	\$ 1,018.26
Professional Engineer	\$ 165.19		HR	\$ -
Assistant Project Manager	\$ 118.30	8	HR	\$ 946.40
Engineer in Training	\$ 110.49		HR	\$ -
CADD Technician	\$ 74.84	24	HR	\$ 1,796.16
Engineering Technician	\$ 74.67	5	HR	\$ 373.35
Field Manager	\$ 127.23	8	HR	\$ 1,017.84
Administrative Specialist	\$ 81.39	2	HR	\$ 162.78
<b>Sub-Total</b>				<b>\$ 6,078.23</b>
<b>Direct Expenses</b>	<i>Rate</i>	<i>Assumed Quantity</i>	<i>Unit of Measure</i>	<i>Sub-Total</i>
ROW Permit	\$ 500.00	2	EA	\$ 1,000.00
Traffic Control (Standard)	\$ 1,000.00	3	DAY	\$ 3,000.00
Traffic Control (Intersection)	\$ 1,500.00	2	DAY	\$ 3,000.00
Survey (RPLS)	\$ 2,500.00	2	DAY	\$ 5,000.00
<b>Sub-Total</b>				<b>\$ 12,000.00</b>
<b>Test Hole Layout</b>	<i>Rate</i>	<i>Assumed Quantity</i>	<i>Unit of Measure</i>	<i>Sub-Total</i>
Test Hole Layout	\$ 160.00	20	HR	\$ 3,200.00
<b>Sub-Total</b>				<b>\$ 3,200.00</b>
<b>QL"A" SUE Test Holes</b>				
<b>Unit Rate - Depth</b>	<i>Outside Pavement Rate</i>	<i>Assumed Quantity</i>	<i>Unit Of Measure</i>	<i>Sub-Total</i>
0 - 5 feet	\$ 1,315.00	10	EA	\$ 13,150.00
5 - 8 feet	\$ 1,600.00	6	EA	\$ 9,600.00
8 - 13 feet	\$ 1,995.00	4	EA	\$ 7,980.00
13 - 20 feet	\$ 2,575.00	0	EA	\$ -
Over 20 feet	\$ 3,025.00	0	EA	\$ -
Pavement Coring	\$ 370.00	8	EA	\$ 2,960.00
Test Hole Total		20		
<b>Sub-Total</b>				<b>\$ 33,690.00</b>
<b>Total Estimated Cost</b>				<b>\$ 54,968.23</b>

## Exhibit III - Pflugerville Reclaimed Waterline to 1849 Park Contract Proposal Schedule

ID	Task Name	Duration	Start	Finish	2024												2025												2026								
					1st Quarter			2nd Quarter			3rd Quarter			4th Quarter			1st Quarter			2nd Quarter			3rd Quarter			4th Quarter			1st Quarter								
					N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M				
1	<b>1 Reclaimed Water Master Plan Update</b>	<b>884 days</b>	<b>Wed 11/1/23</b>	<b>Thu 4/2/26</b>																																	
2	<b>1.1 Project Kickoff</b>	<b>10 days</b>	<b>Wed 11/1/23</b>	<b>Fri 11/10/23</b>																																	
3	1.1.1 Notice to Proceed	1 day	Wed 11/1/23	Wed 11/1/23																																	
4	1.1.2 (QMP I.) Site Visit/Contract Scope Review Meeting	1 day	Thu 11/2/23	Thu 11/2/23																																	
5	1.1.3 Prepare Budget, EFB, Schedule, QM	5 days	Thu 11/2/23	Mon 11/6/23																																	
6	1.1.4 (QMP II.) Kick Off Meeting	4 days	Tue 11/7/23	Fri 11/10/23																																	
7	<b>1.2 Preliminary Engineering</b>	<b>115 days</b>	<b>Sat 11/11/23</b>	<b>Mon 3/4/24</b>																																	
8	1.2.1 Collect and Review Record Drawings	10 days	Sat 11/11/23	Mon 11/20/23																																	
9	1.2.2 Collect and Review Records from TxDOT and Tolling Authority	10 days	Sat 11/11/23	Mon 11/20/23																																	
10	1.2.3 Develop and Evaluate 3 Alignment Options	10 days	Tue 11/21/23	Mon 12/4/23																																	
11	1.2.4 Conduct Site Visit	5 days	Tue 12/5/23	Mon 12/11/23																																	
12	1.2.5 Determine Size and Location of Easements	5 days	Tue 12/5/23	Mon 12/11/23																																	
13	1.2.6 Develop GIS Exhibits	5 days	Tue 12/12/23	Mon 12/18/23																																	
14	1.2.7 Identify Utility Crossings	5 days	Tue 12/12/23	Mon 12/18/23																																	
15	1.2.8 Develop OPCCs	5 days	Tue 12/19/23	Mon 12/25/23																																	
16	1.2.9 Prepare Construction Duration	5 days	Tue 12/19/23	Mon 12/25/23																																	
17	1.2.10 Prepare PER	10 days	Tue 1/2/24	Mon 1/15/24																																	
18	1.2.11 Internal QA/QC	5 days	Tue 1/16/24	Mon 1/22/24																																	
19	1.2.12 Address QA/QC Comments	5 days	Tue 1/23/24	Mon 1/29/24																																	
20	1.2.13 Submit draft PER to City	0 days	Mon 1/29/24	Mon 1/29/24																																	
21	1.2.14 City Review of PER	10 days	Tue 1/30/24	Mon 2/12/24																																	
22	1.2.15 Plan-in-Hand Walk Through with City	5 days	Tue 2/13/24	Mon 2/19/24																																	
23	1.2.16 Address City Comments	10 days	Tue 2/20/24	Mon 3/4/24																																	
24	1.2.17 Submit Finalized PER to City	0 days	Mon 3/4/24	Mon 3/4/24																																	
25	<b>1.3 Final Design - 60% Design</b>	<b>89 days</b>	<b>Fri 4/19/24</b>	<b>Tue 7/16/24</b>																																	
26	1.3.1 Project Walkthrough - Verify Survey	5 days	Fri 4/19/24	Tue 4/23/24																																	
27	1.3.2 Prepare Preliminary Drawings	35 days	Wed 4/24/24	Tue 6/11/24																																	
28	1.3.2.1 Sheet Setup/ Incorporate Survey	10 days	Wed 4/24/24	Tue 5/7/24																																	
29	1.3.2.2 Horizontal Alignment Markups	8 days	Wed 5/1/24	Fri 5/10/24																																	
30	1.3.2.3 Drafting	10 days	Mon 5/13/24	Fri 5/24/24																																	
31	1.3.2.4 Post Drafting Review	5 days	Mon 5/27/24	Fri 5/31/24																																	
32	1.3.2.5 Vertical Alignment at Major Crossings	5 days	Mon 5/27/24	Fri 5/31/24																																	
33	1.3.2.6 Drafting	4 days	Mon 6/3/24	Thu 6/6/24																																	
34	1.3.2.7 Post Drafting Review	3 days	Fri 6/7/24	Tue 6/11/24																																	
35	1.3.2.8 SWPPP / TCP	5 days	Mon 6/3/24	Fri 6/7/24																																	
36	1.3.3 Determine Easement Limits	7 days	Sat 6/1/24	Fri 6/7/24																																	
37	1.3.4 Quantity Take Off & OPCC	5 days	Mon 5/13/24	Fri 5/17/24																																	
38	1.3.5 Table of Contents & Special Specifications	5 days	Mon 5/13/24	Fri 5/17/24																																	
39	1.3.6 Internal QA/QC	5 days	Wed 6/12/24	Tue 6/18/24																																	
40	1.3.7 Address Internal QA/QC Comments	5 days	Wed 6/19/24	Tue 6/25/24																																	
41	1.3.8 Submit 60% Design Package to City	0 days	Tue 6/25/24	Tue 6/25/24																																	
42	1.3.9 City Review of 60% Submittal	10 days	Wed 6/26/24	Tue 7/9/24																																	
43	1.3.10 60% Design Review Meeting with City	5 days	Wed 7/10/24	Tue 7/16/24																																	
44	<b>1.4 Final Design - 90% Design</b>	<b>142 days</b>	<b>Wed 7/17/24</b>	<b>Thu 12/5/24</b>																																	

Task		Summary		External Milestone		Inactive Summary		Manual Summary Rollup		Finish-only		Progress	
Split		Project Summary		Inactive Task		Manual Task		Manual Summary		Critical		Deadline	
Milestone		External Tasks		Inactive Milestone		Duration-only		Start-only		Critical Split			





## Exhibit III - Pflugerville Reclaimed Waterline to 1849 Park Contract Proposal Schedule

ID	Task Name	Duration	Start	Finish	2024												2025												2026		
					1st Quarter		2nd Quarter			3rd Quarter			4th Quarter				1st Quarter			2nd Quarter			3rd Quarter			4th Quarter			1st Quarter		
					N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J
88	1.6.6 Issue Recommendation of Award	5 days	Wed 2/12/25	Tue 2/18/25																											
89	<b>1.7 Construction</b>	<b>398 days</b>	<b>Tue 2/18/25</b>	<b>Mon 3/23/26</b>																											
90	1.7.1 Prepare Conformed Documents	10 days	Wed 2/19/25	Tue 3/4/25																											
91	1.7.2 Contracts	30 edays	Tue 2/18/25	Thu 3/20/25																											
92	1.7.3 Pre-Con	1 day	Fri 3/21/25	Fri 3/21/25																											
93	1.7.4 NTP Date	0 days	Wed 4/23/25	Wed 4/23/25																											
94	1.7.5 Construction (300 calendar days)	300 edays	Wed 4/23/25	Tue 2/17/26																											
95	1.7.6 Substantial Completion	1 day	Wed 2/18/26	Wed 2/18/26																											
96	1.7.7 Address Punchlist Items	30 edays	Wed 2/18/26	Fri 3/20/26																											
97	1.7.8 Final Completion	1 day	Mon 3/23/26	Mon 3/23/26																											
98	1.8 Surveying	45 days	Tue 3/5/24	Thu 4/18/24																											
99	<b>1.9 Geotechnical Investigation</b>	<b>119 days</b>	<b>Mon 2/19/24</b>	<b>Mon 6/17/24</b>																											
100	1.9.1 NTP	0 days	Mon 2/19/24	Mon 2/19/24																											
101	1.9.2 Field Investigation	10 days	Tue 3/12/24	Mon 3/25/24																											
102	1.9.3 Laboratory Testing	15 days	Tue 3/26/24	Mon 4/15/24																											
103	1.9.4 Draft Report	85 days	Tue 2/20/24	Mon 6/17/24																											
104	<b>1.10 Environmental Services</b>	<b>169 days</b>	<b>Mon 11/13/23</b>	<b>Mon 4/29/24</b>																											
105	1.10.1 Critical Issues Analysis with Permit Matr	50 days	Mon 11/13/23	Fri 1/19/24																											
106	1.10.2 Phase I ESA	30 days	Tue 3/5/24	Mon 4/15/24																											
107	1.10.2.1 Site Reconnaissance	15 days	Tue 3/5/24	Mon 3/25/24																											
108	1.10.2.2 Report	15 days	Tue 3/26/24	Mon 4/15/24																											
109	1.10.3 Aquatic Resource Delineation	40 days	Tue 3/5/24	Mon 4/29/24																											
110	1.10.3.1 Delineation	10 days	Tue 3/5/24	Mon 3/18/24																											
111	1.10.3.2 Report	30 days	Tue 3/19/24	Mon 4/29/24																											
112	1.10.4 Cultural Resource Services	40 days	Tue 3/5/24	Mon 4/29/24																											
113	1.10.4.1 Field Survey	20 days	Tue 3/5/24	Mon 4/1/24																											
114	1.10.4.2 Draft Report	20 days	Tue 4/2/24	Mon 4/29/24																											
115	1.10.5 Travis County ERI	15 days	Tue 3/5/24	Mon 3/25/24																											
116	<b>1.11 Subsurface Utility Engineering</b>	<b>37 days</b>	<b>Wed 4/24/24</b>	<b>Thu 6/13/24</b>																											
117	1.11.1 QL-A Field Work	12 days	Wed 4/24/24	Thu 5/9/24																											
118	1.11.2 QL-A Survey and Prep of Data	10 days	Fri 5/10/24	Thu 5/23/24																											
119	1.11.3 QL-A Deliverable	15 days	Fri 5/24/24	Thu 6/13/24																											
120	<b>1.12 Rate Study &amp; Ordinance</b>	<b>135 days</b>	<b>Fri 11/10/23</b>	<b>Fri 5/17/24</b>																											
121	1.12.1 Draft Rate Study	90 edays	Fri 11/10/23	Thu 2/8/24																											
122	1.12.2 Draft Ordinance	60 edays	Fri 12/22/23	Tue 2/20/24																											
123	1.12.3 City Review	15 days	Wed 2/21/24	Tue 3/12/24																											
124	1.12.4 Address City Comments & Prepare Council Presentation	25 edays	Tue 3/12/24	Sat 4/6/24																											
125	1.12.5 Present to City Council (Public Hearing	5 days	Mon 4/8/24	Fri 4/12/24																											
126	1.12.6 Present to City Council (Public Hearing	5 days	Mon 5/13/24	Fri 5/17/24																											
127	<b>1.13 Easement Acquisition</b>	<b>153 days</b>	<b>Mon 6/10/24</b>	<b>Wed 1/8/25</b>																											
128	1.13.1 Metes & Bounds	25 days	Mon 6/10/24	Fri 7/12/24																											
129	1.13.2 Appraisal	25 days	Mon 6/10/24	Fri 7/12/24																											
130	1.13.3 Negotiation/ Acquisition	180 edays	Fri 7/12/24	Wed 1/8/25																											
131	<b>1.14 Close Out</b>	<b>10 days</b>	<b>Tue 3/24/26</b>	<b>Thu 4/2/26</b>																											

Task		Summary		External Milestone		Inactive Summary		Manual Summary Rollup		Finish-only		Progress	
Split		Project Summary		Inactive Task		Manual Task		Manual Summary		Critical		Deadline	
Milestone		External Tasks		Inactive Milestone		Duration-only		Start-only		Critical Split			