

**PROFESSIONAL SERVICES AGREEMENT
FOR
15-INCH NORTHWEST WILBARGER WASTEWATER LINE EXTENSION
(PROJECT WW2402)**

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 CP&Y, Inc. dba STV Infrastructure (“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 1* which are incorporated by reference as if written and copied herein. The terms and conditions of this Agreement shall control in the event of a conflict with any terms and conditions set forth therein.

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

Agreement, in accordance with Article VII. Termination, in whole or in part, should Consultant's work not be satisfactory to City Manager; however, City shall have no obligation to terminate and may withhold payment for any unsatisfactory work, as stated herein, even should City elect not to terminate.

IV. COMPENSATION TO CONSULTANT

4.1 In consideration of Consultant's performance in a satisfactory and efficient manner, as determined solely by City Manager, of all services and activities set forth in this Agreement, City agrees to pay Consultant an amount not to exceed Two Hundred Fifty Eight Thousand Eight Hundred Forty Seven dollars (\$258,847.00) as total compensation, to be paid to Consultant as further detailed in Attachment 1.

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

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

V. OWNERSHIP OF DOCUMENTS

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

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

VI. RECORDS RETENTION

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

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

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

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

VII. TERMINATION

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

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

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

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

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

7.4.1 Bankruptcy or selling substantially all of company's assets

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

7.4.3 Performing unsatisfactorily

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

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

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

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

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

VIII. NOTICE

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

If intended for City, to:	City of Pflugerville Attn: Jeff Dunsworth, P.E. City Engineer P.O. Box 589 Pflugerville, Texas 78660
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If intended for Consultant, to:	STV Infrastructure Attn: Ryan Owen, P.E. 13809 Research Blvd., Suite 300 Austin, Texas 78750
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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 “*NW Wilbarger Wastewater Line Extension*” in the Description of Operations block of the Certificate. The original Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept Memorandum of Insurance or Binders as proof of insurance. The original certificate(s) or form must have the agent’s original signature, including the signer’s company affiliation, title and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer’s authorized representative to the City. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the City. No officer or employee, other than the City Attorney, shall have authority to waive this requirement.

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

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

City of Pflugerville

Insurance Requirements

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

X. INDEMNIFICATION

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

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

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

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

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

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

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

XI. ASSIGNMENT AND SUBCONTRACTING

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

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

11.2 It is City's understanding and this Agreement is made in reliance thereon, that Consultant intends to use the following subcontractors in the performance of this Agreement: HVJ, Horizon Environmental. 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
CP&Y, Inc. dba STV Infrastructure

(Signature)



(Signature)

Printed Name: Sereniah Breland

Printed Name: Marisa Treviño Vergara, PE

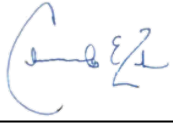
Title: City Manager

Title: Senior Vice President

Date: _____

Date: 6/25/24

APPROVED AS TO FORM:

A handwritten signature in blue ink, appearing to read 'C. E. Zech', is positioned above a horizontal line.

Charles E. Zech

City Attorney

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

**SCOPE OF SERVICES
FOR
15-INCH NORTHWEST WILBARGER WASTEWATER LINE EXTENSION
(PROJECT WW2402)**

PFLUGERVILLE, TEXAS

Background

CP&Y, Inc., dba STV Infrastructure (Engineer) will provide engineering services for the City of Pflugerville's (City's) 15-inch Northwest (NW) Wilbarger Wastewater Line Extension project, hereinafter referred to as the "Project." Engineering services will include the evaluation and subsequent alignment recommendations, design, bid and construction phase services of a wastewater line extension totaling approximately 1,900 LF from an existing connection located on the west side of SH 130 to provide service to the area northwest of the highway interchange of SH 130 and SH 45 in the Wilbarger Drainage Basin, as identified in the City's 2023 Wastewater Master Plan Update. The evaluation includes elements needed to develop the alignment and design the extension, coordination with private utility owners, environmental evaluation, geotechnical investigation, survey, and subsurface utility engineering work. The work will be done in accordance with the City's Engineering Design Manual, Construction Standards, Standard Specifications and Unified Development Code, and Texas Commission on Environmental Quality (TCEQ) Rules.

I. Basic Services

A. PROJECT MANAGEMENT

1. Project Progress Meetings: Attend, lead and document up to six (6) project progress meetings with the City at the City's Public Works Facility. Prepare meeting minutes including action item list. Meetings are anticipated to include a Project Kickoff Meeting, Alignment Review Meeting, 60% Design Review meeting, 90% Design Review meeting and progress meetings.
2. Project Administration: Internal design team meetings, coordination with subconsultants and perform project administration. Develop monthly project status report to be submitted with monthly invoices. Duration for this task is anticipated to be up to 16 months.

B. ALIGNMENT EVALUATION

1. Data Review: Review existing data within project location, including property lines, LiDAR topographic data, record drawings for utilities within the Project area. Existing record drawing data of City utilities will be provided by the City. Other data utilized in this evaluation not identified in this task will be publicly available.
2. Site Visit: Engineer will perform one (1) site visit during alignment evaluation phase to review constraints information and existing site conditions to support development of alignment evaluation.

3. Constraints Evaluation: Following desktop environmental review, subsurface utility engineering level D (SUE-D), and site visit of potential alignment routes, develop constraints exhibit and evaluate up to three (3) potential pipe routes.
4. Capacity Evaluation: Engineer will review ultimate peak wet weather flow (design flow) provided by City to confirm design pipe size and slope required to convey design flow .
5. Alignment Evaluation: Engineer will review up to three (3) potential pipe routes based on constraints evaluation, capacity evaluation, property owner impacts, state, county and city design and permit requirements. Begin and end points of the proposed wastewater line are defined in the Wastewater Master Plan.
6. Alignment Evaluation Technical Memorandum: Document the alignment evaluation and identify the recommended alignment, including any required permanent and temporary easements.

C. DESIGN PHASE SERVICES

1. Coordination and Permitting
 - a. Utility Owner Coordination:
 - i. Request existing record drawing information of potentially impacted utilities from SUE investigation and, if received, perform review for potential conflicts. If available, include timeline estimate for relocation of utilities identified as potential conflicts.
 - ii. Review preliminary plans with private utility owners for potential conflicts. Modify alignments to avoid impacts to existing utilities based on utility owner requirements. Coordination and/or review of any relocations of existing utilities is not included in this scope of work.
 - b. Right of Way/Easement Coordination
 - i. Coordination with City's Right of Way Services representative during right of entry coordination and easement acquisition process. Engineer will respond to requests from the City's Right of Way Services representative for the purpose of providing project information. Direct contact with property owners will be by City's right of way agent.
 - ii. Attend bi-weekly status calls to discuss right of entry and easement acquisition status. (0.5 hours every 2 weeks).
 - c. City of Pflugerville Permitting
 - i. Prepare and submit project design documents to City Development Services portal for review and approval. This task includes initial submittal, and response to comments.
 - d. Travis County Permitting
 - i. Schedule meeting with Travis County reviewers to discuss project and anticipated route during the alignment alternative phase.
 - ii. Prepare and submit project design documents to Travis County MyGovernmentOnline portal for review and approval. This task includes initial submittal, and response to comments.

- iii. Coordinate with Travis County reviewers during design to discuss questions, comments, and project status.
 - e. Texas Commission on Environmental Quality (TCEQ) Permitting:
 - i. Prepare and submit Summary Transmittal Letter and accompanying documentation to the TCEQ in accordance with state requirements.
 - f. Site Visits:
 - i. Engineer will perform up to two (2) site visits prior during design to verify existing conditions.
2. 60% Design
- The design phase is based on the assumption that the selected pipeline alignment will be no greater than 1,900 linear feet and not impact the pavement within Travis County Right of Way.
- a. Prepare 60% plans to include a cover sheet, project layout sheet, construction notes, plan and profile drawings of proposed water and water facilities, erosion/sedimentation control plan details, and City standard details.
 - b. Plan and profile sheets will feature right-of-way, easements, existing utilities, and topographic features and will be prepared at a scale of 1" = 40' horizontal and 1" = 4' vertical.
 - c. Assemble City of Pflugerville standard specifications Table of Contents, and special specifications anticipated for the project.
 - d. Prepare 60% Opinion of Probable Construction Cost (OPCC).
 - e. Perform internal QA/QC of plans and project documents and incorporate internal comments before submittal to City.
 - f. Submit 60% plans, specifications and OPCC to City.
3. 90% Design
- a. Respond to City's 60% review comments using comment response matrix.
 - b. Incorporate City's 60% comment responses into the 90% plans and project documents.
 - c. Prepare 90% plans to include a cover sheet, project layout sheet, construction notes, plan and profile drawings of proposed water and water facilities, erosion/sedimentation control plan and details, traffic control details, and City standard details.
 - d. Develop special details as necessary and incorporate into the plans.
 - e. Prepare construction sequencing/phasing plan for project.
 - f. Prepare City of Pflugerville project manual front-end documents and technical specifications and if necessary any Special Specifications and/or Special Provisions. Front-end documents will be based on template documents provided by the City.
 - g. Prepare 90% Opinion of Probable Construction Cost.
 - h. Perform internal QA/QC of plans and project documents and incorporate internal comments before submittal to City.

- i. Submit 90% plans, specifications and OPCC to City.
- 4. 100% Design/Permit Set
 - a. Respond to City's 90% review comments using comment response matrix.
 - b. Incorporate City's 90% comment responses into the 100% Design/Permit plans and project documents.
 - c. Perform internal QA/QC of plans and project documents and incorporate internal comments before submittal to City.
 - d. Submit 100% plans, specifications and OPCC to City, and relevant documents to permitting entities identified in Task C.1.
- 5. Issued for Bid Plans and Construction Documents
 - a. Prepare final Construction Plans and Contract Documents for Bid Phase.
 - b. Incorporate into the Construction Plans and Contract Documents responses to comments from permitting entities.
 - c. Perform internal QA/QC of plans and project documents and incorporate internal comments before submittal to City.
- D. BID PHASE SERVICES
 - 1. Coordinate with City for bid advertising on CivCast. Advertisement is anticipated to be Competitive Sealed Proposal method of evaluating offerors.
 - 2. Develop agenda for non-mandatory Pre-Bid meeting and attend pre-bid meeting with City for interested Contractors.
 - 3. Address and respond to Contractor's questions and interpretation of bid documents, and issue up to two (2) addenda to clarify bid documents.
 - 4. Review Competitive Sealed Proposals from all received proposals and coordinate with City for evaluations and determination of scoring. Past project, Contractor, and key staff references for the three (3) highest scored proposers will be reviewed in accordance with the bid documents.
 - 5. Develop Recommendation of Award of contract or other actions to be taken by City. This task includes assisting the City team with Council recommendation slides and Legistar summary.
 - 6. Prepare conformed contract documents and construction plans. Coordination with the Contractor for completion and signatures of contract documents will be performed by the City.

Construction Phase Services are anticipated to be under a separate Professional Services Supplemental Agreement (PSSA).

II. Deliverables

- A. Submit draft and final Alignment Evaluation Technical Memorandum
 - 1. One (1) PDF of the draft document will be provided to the City for review and comment.

2. One (1) PDF of the final document will be submitted.
- B. Submit 60% design documents for City's review and comment
 1. One (1) PDF each of the plans, specifications, and OPCC will be submitted to the City for review and comment.
 - C. Submit 90% design documents for City's review and comment
 1. One (1) PDF each of the plans, specifications, and OPCC will be submitted to the City for review and comment. Submittal will also include response to City's 60% comments.
 - D. Submit 100% design documents for City's review and permit coordination.
 1. Required submittals will be made electronically to permitting entities. Any required permit review fees will be paid for by the City.
 - E. Submit Issued for Bid documents
 1. One (1) PDF each of the plans, contract documents, and OPCC will be submitted to the City.

III. Special Services

Special Services identified below include the assumption that the selected pipeline alignment will be no greater than 1,900 linear feet and not impact the pavement within Travis County Right of Way.

- A. GEOTECHNICAL INVESTIGATION (HVJ Associates, Inc.)
 1. Subsurface Exploration: To investigate subsurface conditions and characterize soil at the project area, the exploration will consist of three (3) borings, ranging in depth from 30 to 40 feet below existing ground surface, for a total drilling footage of 105 feet as requested by the client. The borings will be completed with a truck-mounted rig, equipped with flight augers and sampling tools. Soil samples in particular will be collected using Shelby tubes and/or split-spoon samplers. Field-testing of soil samples will include pocket penetrometer readings in the cohesive soils and Standard Penetration Tests (SPT) in cohesionless soils. At the project site, encountering rock is not expected. However, in the event of encountering bedrock, Rock Quality Designation (RQD) and percent recovery will be determined in the field. The completed boreholes will be backfilled with soil cuttings and bentonite.
 2. Laboratory Tests: Laboratory index tests will be performed on select soil samples recovered from the test borings. The index tests will include Atterberg limits, minus 200 sieve, moisture content, and unconfined compression tests.
 3. Piezometer Installation: One (1) of the three (3) proposed 35-foot borings will be converted into piezometers.
 4. Groundwater monitoring: The piezometers will be used to monitor groundwater, with measurements taken every other month over the course of one year, resulting in a total

- of six measurements. Following completion of monitoring, piezometers will be plugged and abandoned.
5. Engineering Report: Results of the field data and laboratory data will be used to develop design and construction recommendations for the proposed pipelines. A report will be prepared by an engineer specializing in soil mechanics after reviewing available design, boring and laboratory data. In general, the following items will be included in the report:
 - a. Site vicinity map,
 - b. Geology map,
 - c. Plan of borings and piezometers,
 - d. Boring logs,
 - e. Field and Laboratory test results summary,
 - f. Recommendations for open-cut installation of the wastewater lines,
 - g. Pipe bedding and backfill recommendations,
 - h. General earthwork and select fill recommendations,
 - i. Groundwater conditions, piezometer readings and,
 - j. Piezometer CAD drawings.
- B. ENVIRONMENTAL EVALUATION (STV and Horizon Environmental Services, Inc.)
1. Threatened and Endangered Species Habitat Assessment. A habitat assessment and preliminary survey for federal Threatened and Endangered Species will be performed in the project areas.
 - a. Perform a review of data from the U.S. Fish and Wildlife Service (USFWS), Texas Parks and Wildlife Department (TPWD) Natural Diversity Database (NDD), geologic maps, topographic maps, soil data, project aeriels, and other additional resources that may indicate the presence of potentially suitable threatened and endangered species habitat.
 - b. Perform a field investigation to identify potentially suitable threatened and endangered species habitat within the project areas. Site conditions will be documented with regards to vegetation, soils, geology, and any observations of species or evidence of species in the vicinity of the project.
 2. Cultural Resource Assessment. As the proposed project represents a publicly sponsored undertaking, the project sponsor is required to provide the Texas Historical Commission (THC), which serves as the State Historic Preservation Officer (SHPO) for the state of Texas, with an opportunity to review and comment on the project's potential to adversely affect historic properties listed on or considered eligible for designation as State Antiquities Landmarks (SAL).
 - a. Perform basic archival research on the THC Texas Historic Sites Atlas and Texas Archeological Sites Atlas online databases, the Texas Archeological Research Laboratory (TARL), the General Land Office (GLO), the National Park Service's (NPS) online National Register Information System (NRIS), and/or other relevant archives for information on previous cultural resource investigations conducted in the vicinity of the project areas and previously recorded cultural resource sites and

- historic properties within and in the vicinity of the project area. Desktop archival studies will examine a 1.0-mile radius surrounding the project areas.
- b. Review the abovementioned archives; historic, geological, and soil maps; and aerial surveys and photographs prior to initiating fieldwork to evaluate the potential for encountering significant cultural resources within the project areas.
 - c. Develop and submit a consultation request letter summarizing the results of the background archival research and requesting the THC's official consultation to determine the scope of any further cultural resources investigations, such as intensive survey, that may be required to ensure the city's compliance with applicable state and federal laws. Under state law, the THC has 30 days to review and respond to consultation requests.
3. Water of the U.S. Determination. Wetlands, water bodies, regulated special aquatic sites, and other waters of the U.S. will be investigated in the project areas.
 - a. Preliminary Data Collection: Obtain and review pertinent data to identify potential waters of the U.S. within the project areas. Sources include, but are not limited to aerial photographs, soil surveys, USFWS National Wetlands Inventory (NWI) maps, U.S. Geological Survey (USGS) topographic maps and National Hydrography Dataset (NHD), and Federal Emergency Management Agency (FEMA) maps.
 - b. Field Delineation: Perform a field investigation to identify potential wetlands and other waters of the U.S. in the project areas. Delineations will be conducted in accordance with the 1987 Corps of Engineers Wetland Delineation Manual along with the 2010 Regional Supplement for the Great Plains Region. The ordinary high water mark and wetland boundary, if present, will be mapped using a Global Positioning System (GPS) unit with sub-meter accuracy. If wetlands are encountered, a minimum of one soil station inside and outside the wetland boundary will be taken. Maps will be provided of all pertinent information collected during the desktop review and field visit.
 4. Hazardous Material Initial Site Assessment. Conduct a hazardous materials initial site assessment to document the potential presence of hazardous materials and petroleum products that may pose a risk to construction of the proposed water and wastewater lines.
 - a. Obtain a regulatory database search showing the location of state and federally registered sites.
 - b. Review current and historic aerial photography to determine the potential presence of hazardous materials in the project areas.
 - c. Conduct an on-site visual inspection of the project areas to identify and assess recognized hazardous material sites.
 5. Environmental Due Diligence Report
 - a. Prepare Environmental Due Diligence Report that summarizes the results of the data collection, site visits and associated agency coordination/permitting requirements for federally listed species, cultural resources, waters of the U.S., and hazardous materials. Report will also include an overall environmental constraints

exhibit and photographs. Engineer will submit a draft report to the City for review. Engineer will address comments from the City and submit a final Environmental Due Diligence Report to the City.

C. SURVEYING (STV)

1. Boundary Surveying

- a. Research at the County Clerk's office for the property and all adjoining properties. An electronic CADD file will be created and drafted known as a deed sketch or map drawing for the purpose of conducting field work and boundary analysis. Survey field crew will be sent out onsite to verify and identify all boundary corners of the property and those that adjoin.
- b. Prepare a list of affected landowners with tract numbers.
- c. Boundary Analysis will be determined by a Texas Registered Professional Land Surveyor, reviewing the data that was brought in from recent field work, in deciding of the boundary limits.

2. Topographic Survey

- a. Utilize survey monuments as established from previous work on this project. The coordinate values will be reconciled to NAD 83 Texas State Plane Coordinates. Central Zone 4203, US Survey feet and NAVD 88 for vertical control datums.
- b. Natural ground shots on a 50-foot grid, identifying all grade breaks, slopes, channels etc. creating a contour map with 1-foot intervals.
- c. Verifying horizontal and vertical locations of existing visible above-ground utilities with depth measurements and elevations of water, wastewater, storm sewer mains, manhole inverts and rim elevations, water meters and the top nut of water valves (Excludes irrigation systems and sprinklers).
- d. Locate all above ground visible improvements on said properties and right of ways, existing fence lines, building structures, back of curbs, driveways, centerline of roads, other hard surfaced improvements, roads of access, parking, above ground visible utilities, trees 8" and up, etc.
- e. 811 Ticket will be called in for utility markings.
- f. Five temporary benchmarks will be established near the site with northing and easting coordinates for control staking if required and elevations, control sheet will be provided.
- g. Deliverables will include an AutoCAD 3D file with break-lines and associated XML file. A DTM file processed to 1.0 foot contours will be provided and the associated spot point data in ASCII format. A list of benchmarks and project control coordinates will be included.
- h. Locate horizontally and vertically up to three (3) geotechnical bore holes within the project limits.

3. Easement Documents

- a. Prepare metes and bounds descriptions with accompanying survey plats for 4 permanent easements along the project route. This scope of work assumes that Temporary Construction Easements will be referenced as adjacent to and parallel

with the described permanent easement and will be handled as a statement within the metes and bounds descriptions. Other easements that may be required will be proposed as supplemental services. This scope of work does not include title reports, appraisals, or property acquisition.

- b. Exhibits will contain Exhibit A (legal description) and Exhibit B (map showing the bearings and distances and layout of the proposed easement boundary).

D. SUBSURFACE UTILITY ENGINEERING (STV)

1. Records Research (QL-D)

- a. Perform Quality Level 'D' (QL-D) SUE in accordance with ASCE/UESI/CI 38-22 “Standard Guideline for Investigating and Documenting Existing Utilities” in the project location to assist with alignment evaluation. Locations of evaluation will be limited to Right of Way within project limits.
 - (i) Contact the applicable “one call” agency and acquire records from all available utility owners including local municipalities (cities, counties, etc.), and Client.
 - (ii) Perform in-field visual site inspection. Compare utility record information with actual field conditions. Record indications of additional utility infrastructure and visual discrepancies with record drawings.
 - (iii) Interview available utility owners for needed clarification, resolution of found discrepancies, and details not provided on the record drawings.

2. Designating & Locating Effort (QL-B)

- a. For up to 1,000 LF, perform Quality Level ‘B’ (QL-B) SUE in the project location to assist with designation effort.
 - (i) Select and employ the appropriate suite of industry standard geophysical equipment to search for existing utilities within the limits specified on the project. For metallic/conductive utilities (e.g. steel pipe, electrical cable, telephone cable) electromagnetic induction, and magnetic equipment will be employed. Engineer will attempt to designate non-metallic/non-conductive utilities using other proven methods, such as rodding and/or probing. As agreed to with the Client, this scope of work includes mapping of all utilities within the work limits. Utility service lines and irrigation lines are not included in this scope.
 - (ii) Interpret the surface geophysics and mark the indications of utilities with paint on the ground surface for subsequent depiction on deliverable utility maps.
 - (iii) Record all marks on electronic field sketches and correlate such data with utility records and above ground appurtenances obtained from visual inspection to resolve differences and discrepancies. Denote any utilities found where ownership/utility type is not available from records as “unknown” facilities.
 - (iv) Survey the existing utility designating marks and above ground utility appurtenances according to the project control and record the data for subsequent depiction on the plan deliverables.

- (v) Maintenance of traffic control for temporary lane closures is not included in the scope of work.
 - (vi) Field crews and equipment are not equipped or prepared to work in any area that possibly are or may have been contaminated with hazardous materials at any time.
3. Test Holes (QL-A)
- a. Employ vacuum excavation to verify the horizontal and vertical location of the existing utilities at two (2) test holes (Quality Level A).
 - (i) Once utility is located, Engineer will record the utility type, size, material, depth to top and general direction.
 - (ii) Each test hole will be assigned a unique ID number and will be marked with rebar/cap. A survey lath labeled with the test hole ID number and other pertinent utility information will be placed at each test hole location.
 - (iii) If rock or concrete is encountered during the excavation and Engineer is not able to excavate through our normal test hole procedures, the Client will be immediately notified of the field condition. Excavation in rock or to a depth greater than 13 feet may require additional measures, include a backhoe, shoring, etc. Engineer will contact the client to discuss other options and approaches if excavation encounters issues such as cave-ins or ground water.
 - (iv) Engineer will vacuum down to obtain the required information, and then replace material removed, mechanically-tamped in 6-inch lifts. Asphalt surfaces will be repaired with asphalt cold patch and concrete cores will be epoxied back in place, flush with surrounding surface. If restoration efforts are needed beyond what is described above Engineer shall be notified in writing prior to mobilizing to the field.
 - (v) Survey the final utility test hole locations according to the project control once all vacuum excavation field work has been completed.
 - (vi) ROW/excavation permits are anticipated for completion of test holes.
 - (vii) Maintenance of traffic for lane closures is anticipated during this phase of the project.
 - (viii) Coring of asphalt/concrete pavement is anticipated.

IV. Additional Services

- A. If it is determined during the environmental evaluation that additional work or coordination is required, the following services will be completed as additional services under a supplemental agreement:
 - 1. If it is determined that presence-absent surveys or preparation of a Biological Assessment or Biological Evaluation and Section 10 consultation with USFWS would be required, these tasks would be completed under a supplemental agreement.
 - 2. If the THC require further investigation, or determine that a cultural resources survey of the project areas is warranted based on its review of the preliminary consultation letter, further cultural resources investigations would be required and be completed under a supplemental agreement.

3. If it is determined that Waters of the U.S. are impacted such that permitting and coordination with U.S. Army Corps of Engineers (USACE) is required, these tasks would be completed under a supplemental agreement.
 4. If additional hazardous material studies are required, these tasks would be completed under a supplemental agreement.
- B. Engineer will develop at the request of the Owner any changes, alterations or modifications to the Project which appear to be advisable and feasible based on unexpected field conditions and in the best interest of the Owner.
- C. Work not described in the basic services must be approved by supplemental amendment to this Contract by the Owner before the Engineer undertakes it. If the Engineer is of the opinion that any work is beyond the scope of this Contract and constitutes additional work, the Engineer shall promptly notify the Owner of that opinion, in writing. In the event the City finds that such work does constitute additional work, then the City shall so advise the Engineer, in writing, and shall provide extra compensation to the Engineer for the additional work as provided under a supplemental amendment.

V. Owner's Responsibilities

- A. The following items are not included in the Engineer's scope. The City will provide the following in a timely manner.
1. City will provide the Engineer with all criteria and full information as to the City's requirements for the Project, including study objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which the City will require to be included in the PER, Drawings and Specifications; and furnish copies of the City's standard forms, conditions, and related documents for Engineer to include in the Bidding Documents, when applicable.
 2. City will provide proposed wastewater pipe ultimate design capacity, pipe size and slope requirements to meet capacity needs.
 3. City will provide electronic copies of available and relative information, including the following:
 - a. GIS source layers available, including utility infrastructure, streets, property lines, and easements.
 - b. Record drawings and available pipe shop drawing submittals for pipelines proposed for connection, pipelines in the project area, and downstream lift stations.
 - c. Reports identifying proposed pipe sizes.
 - d. Results of hydraulic modeling that may impact or revise the pipe size and/or alignment.
 - e. Zoning densities in the form of LUE's for the development area proposed for service, and any other relevant information from Development Services.
 - f. Known public projects and private development projects within subject area that may impact the project.
 - g. Topographic data.

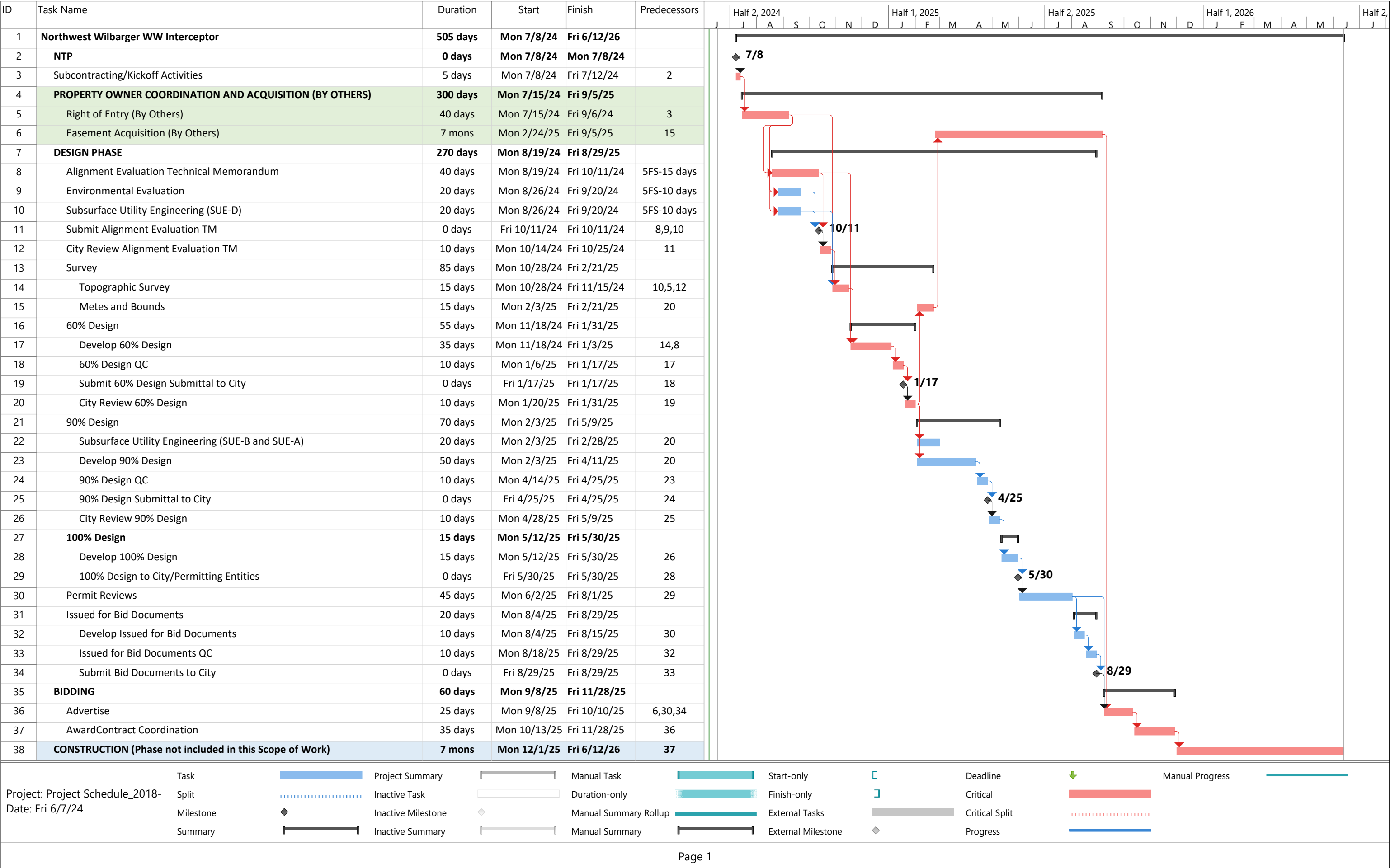
4. City will give prompt written notice to Engineer whenever the City observes or otherwise becomes aware of a hazardous environmental condition or of any other development that affects the scope or time of performance of Engineer's services, or any defect or nonconformance in Engineer's services or in the work of any Contractor.
5. City will arrange for legal access and/or right-of-entry for Engineer and Subconsultants to enter upon public and private property as required to perform services under the Agreement. Engineer will not be responsible for acquiring Right-of-Entry permits.
6. City will engage the services of a right of way agent to provide right of entry for the field work required for this project, perform any required easement negotiations, title reports, appraisals, and any other services required to support right of way/easement negotiations.
7. City will examine all alternate solutions, studies, reports, sketches, drawings, specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as City deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto. Written review comments are to be delivered to the Engineer within fourteen (14) calendar days after receipt of each submittal.
8. City will pay any permit application fees associated with the project, sign permits, and all permits will be under the City's name.

VI. Project Schedule

- A. See attached.

VII. Fee Schedule

- A. See attached.



Page 1

**City of Pflugerville
NW Wilbarger Wastewater Line Extension**

FEE SUMMARY

Task Description	CP&Y Cost	Subconsultant Cost Geotech (HVJ)	Subconsultant Cost Archeologist (Horizon)	Total Cost
BASIC SERVICES				
A. PROJECT MANAGEMENT	\$ 19,580.00	\$ -	\$ -	\$ 19,580.00
B. ALIGNMENT EVALUATION	\$ 22,765.00	\$ -	\$ -	\$ 22,765.00
C. DESIGN PHASE SERVICES	\$ 106,295.00	\$ -	\$ -	\$ 106,295.00
D. BID PHASE SERVICES	\$ 15,760.00	\$ -	\$ -	\$ 15,760.00
EXPENSES	\$ 210.00	\$ -	\$ -	\$ 210.00
SUB-TOTAL BASIC ENGINEERING SERVICES	\$ 164,610.00	\$ -	\$ -	\$ 164,610.00
SPECIAL SERVICES				
A Geotechnical Investigation	\$ 1,100.00	\$ 31,492.00	\$ -	\$ 32,592.00
B Environmental Evaluation	\$ 20,560.00	\$ -	\$ 1,500.00	\$ 22,060.00
C Surveying	\$ 23,070.00	\$ -	\$ -	\$ 23,070.00
D Subsurface Utility Engineering	\$ 16,515.00	\$ -	\$ -	\$ 16,515.00
SUB-TOTAL SPECIAL SERVICES	\$ 61,245.00	\$ 31,492.00	\$ 1,500.00	\$ 94,237.00
TOTAL (BASIC & SPECIAL SERVICES)	\$ 225,855.00	\$ 31,492.00	\$ 1,500.00	\$ 258,847.00

City of Pflugerville
NW Wilbarger Wastewater Line Extension

Fee Breakdown - CP&Y Basic Services

Project Phase	Task Description	Senior Engineer	QC Reviewer	Project Manager	Project Engineer	EIT	CAD Technician	Admin	Total Labor Hours	Total Direct Labor Costs	Total Cost by Phase
		\$265.00	\$250.00	\$260.00	\$160.00	\$130.00	\$120.00	\$90.00			
I. BASIC SERVICES											
A.	PROJECT MANAGEMENT										\$ 19,580.00
1.	Project Progress Meetings			6	12	18			36	\$ 5,820.00	
2.	Project Administration			16	16	32		32	96	\$ 13,760.00	
B.	ALIGNMENT EVALUATION										\$ 22,765.00
1.	Data Review			2	4	4			10	\$ 1,680.00	
2.	Site Visits (1)			2	2	4			8	\$ 1,360.00	
3.	Constraints Evaluation	2		2	8	8	16		36	\$ 5,290.00	
4.	Capacity Evaluation	1		2	4	4			11	\$ 1,945.00	
5.	Alignment Evaluation	2		2	6	6			16	\$ 2,790.00	
6.	Alignment Evaluation Technical Memorandum	4	4	2	16	24	12		62	\$ 9,700.00	
									275	\$ 42,345.00	\$ 42,345.00

City of Pflugerville
NW Wilbarger Wastewater Line Extension

Fee Breakdown - CP&Y Basic Services

Project Phase	Task Description	Senior Engineer	QC Reviewer	Project Manager	Project Engineer	EIT	CAD Technician	Admin	Total Labor Hours	Total Direct Labor Costs	Total Cost by Phase
		\$265.00	\$250.00	\$260.00	\$160.00	\$130.00	\$120.00	\$90.00			
I. BASIC SERVICES											
C.	DESIGN PHASE SERVICES										\$ 106,295.00
1.	Coordination and Permitting										
a.	Utility Owner Coordination			4	4	8			16	\$ 2,720.00	
b.	Right of Way / Easement Coordination			8	8	16			32	\$ 5,440.00	
c.	City of Pflugerville Permitting			2	2	8			12	\$ 1,880.00	
d.	Travis County Permitting			4	8	16			28	\$ 4,400.00	
e.	TCEQ Permitting		1	1	2				4	\$ 830.00	
f.	Site Visits (2)			4	4	6			14	\$ 2,460.00	
2.	60% Design										
a.	Cover, Layout, Notes, ESC Sheets, Details	4		2	8	10	16		40	\$ 6,080.00	
b.	Prepare 60% Plan and Profile Sheets	4		5	8	28	48		93	\$ 13,040.00	
c.	Specifications Table of Contents	1		1	2	4		2	10	\$ 1,545.00	
d.	Opinion of Probable Construction Cost	2		1	4	8			15	\$ 2,470.00	
e.	Perform/Incorporate Internal QA/QC of 60% Project Documents	2	8	2	2	8	8		30	\$ 5,370.00	
f.	Submit 60% plans, specifications, OPCC			1		2			3	\$ 520.00	
3.	90% Design										
a.	Develop 60% Comment Response Matrix			2	2	4			8	\$ 1,360.00	
b.	Incorporate 60% Comments into Project Documents			2	4	8	12		26	\$ 3,640.00	
c.	Prepare 90% Drawings	4		5	10	40	50		109	\$ 15,160.00	
d.	Prepare Standard and Special Detail Sheets	2		2	4	4	8		20	\$ 3,170.00	
e.	Prepare Construction Sequencing Plan	1		2	4	4			11	\$ 1,945.00	
f.	Prepare Project Manual/Technical Specifications	4		2	8	16		4	34	\$ 5,300.00	
g.	Opinion of Probable Construction Cost	2		1	4	6			13	\$ 2,210.00	
h.	Perform/Incorporate Internal QA/QC of 90% Project Documents	2	8	4	2	8	8		32	\$ 5,890.00	
i.	Submit 90% plans, specifications, OPCC			1		2			3	\$ 520.00	
4.	100% Design/Permit Set										
a.	Develop 90% Comment Response Matrix			2	2	4			8	\$ 1,360.00	
b.	Incorporate 90% Comments into Project Documents			2	4	8	12		26	\$ 3,640.00	
c.	Perform/Incorporate Internal QA/QC of 100% Project Documents	2	8	2	2	4	8		26	\$ 4,850.00	
d.	Submit 100% plans, specifications, OPCC to City, Submit Permitting			1		2			3	\$ 520.00	
5.	Issued for Bid Plans and Construction Documents										
a.	Prepare Plans and Contract Documents for Bidding	1		2	4	8			15	\$ 2,465.00	
b.	Incorporate Comments from Permitting Entities			2	4	8	12		26	\$ 3,640.00	
c.	Perform/Incorporate Internal QA/QC of IFB Project Documents	2	4	2	2	6	6		22	\$ 3,870.00	
D.	BID PHASE SERVICES										\$ 15,760.00
1.	Coordinate Bid Advertising			2	2	4			8	\$ 1,360.00	
2.	Pre-Bid Meeting			2	4	8			14	\$ 2,200.00	
3.	Contractor Questions and Addenda (2)	2	2	2	8	8	8	4	34	\$ 5,190.00	
4.	Review and Evaluate Proposals			2	4	8			14	\$ 2,200.00	
5.	Recommend Award of Contract		1	1	2				4	\$ 830.00	
6.	Prepare Conformed Documents		2	2	4	4	12	4	28	\$ 3,980.00	
									781	\$ 122,055.00	\$ 122,055.00

**City of Pflugerville
NW Wilbarger Wastewater Line Extension**

Fee Breakdown - Special Services

Project Phase	Task Description	Project Manager	Project Engineer	EIT	Total Labor Hours	Total STV Direct Labor Costs	Total Sub/ Discipline Cost (Breakdown Attached)	Total Cost by Phase
		\$260.00	\$160.00	\$130.00				
III. Special Services								
A.	GEOTECHNICAL INVESTIGATION							\$ 32,592.00
1.	Geotech Field Investigation - Drilling and Sampling		1	2	3	\$ 420.00	\$ 19,520.00 ¹	
2.	Laboratory Testing - Standard				0	\$ -	\$ 2,672.00 ¹	
3.	Geotechnical Engineering & Reporting	1	1	2	4	\$ 680.00	\$ 9,300.00 ¹	
B.	ENVIRONMENTAL EVALUATION							\$ 22,060.00
1.	Threatened and Endangered Species Hab Assessment			1	1	\$ 130.00	\$ 1,960.00	
2.	Cultural Resource Assessment.			1	1	\$ 130.00	\$ 2,830.00	
3.	Water of the U.S. Determination			1	1	\$ 130.00	\$ 2,320.00	
4.	Hazardous Material Initial Site Assessment			1	1	\$ 130.00	\$ 2,468.00	
5.	Environmental Due Diligence Report		1	2	3	\$ 420.00	\$ 11,542.00	
C.	SURVEYING							\$ 23,070.00
1.	Boundary Verification			1	1	\$ 130.00	\$ 2,820.00	
2.	Topographic Survey		1	4	5	\$ 680.00	\$ 5,400.00	
3.	Boundary Surveying/Metes and Bounds (4)		2	4	6	\$ 840.00	\$ 13,200.00	
D.	SUBSURFACE UTILITY ENGINEERING							\$ 16,515.00
1.	Records Research (QL-D)	1	2	2	5	\$ 840.00	\$ 5,495.00	
2.	Designating and Locating (QL-B)		1	2	3	\$ 420.00	\$ 2,047.00	
3.	QL-A Test Holes (2 total)	1	1	2	4	\$ 680.00	\$ 7,033.00	
					38	\$ 5,630.00	\$ 88,607.00	\$ 94,237.00

¹ HVJ

City of Pflugerville
NW Wilbarger Wastewater Line Extension

Expenses

Expense Item	Unit	Unit Cost	Amount	Total Cost
Mileage	mile	\$ 0.65	200	\$ 130.00
GPS Rental	day	\$ 80.00	1	\$ 80.00
TOTAL DIRECT EXPENSES				\$ 210.00

Mr. Clay Livingston, PE, PMP
June 6, 2024 (*Revised June 17, 2024*)
AG 17 10179.3

Geotechnical Investigation					
15-Inch NW Wilbarger Wastewater Line Extension					
HVJ South Central Texas - M&J, Inc.					
HVJSCTx Proposal No. AG 24 10179.3					
Geotechnical Field Investigation - Drilling and Soil Sampling					
Mobilization/Demobilization	1	@	\$700.00	per mobilization	\$700.00
Drilling & Sampling- Soils	105	@	\$30.00	per foot	\$3,150.00
Shelby Tube (Thin Wall)	15	@	\$30.00	each	\$450.00
Standard Penetration Tests (SPT)	15	@	\$25.00	each	\$375.00
Piezometer (Set 2" Schedule 40 Well)	35	@	\$18.00	per foot	\$630.00
Well Completion (2.7x2.7)	1	each	\$500.00	per piezometer	\$500.00
Plug/Abandon Observation Well	1	@	\$1,500.00	each	\$1,500.00
Piezometer Cover	1	@	\$500.00	per cover	\$500.00
Groundwater Measurements - (Six Site Visits)	6	@	\$380.00	4 hr/visit	\$2,280.00
Backfilling Soils	70	@	\$12.00	per foot	\$840.00
Street Cut Permits	1	@	\$800.00	each street	\$800.00
Traffic Control	2	@	\$2,000.00	each day	\$4,000.00
Logging/Piezometer Installation - EIT	20	hr @	\$95.00	per hour	\$1,900.00
Staking, Utility Clearance, Permit Coordination	16	hr @	\$95.00	per	\$1,520.00
Vehicle Trip	3	@	\$125.00	each	\$375.00
				Sub Total	\$19,520.00
Laboratory Testing - Standard					
Moisture Content	14	@	\$28.00	each	\$392.00
Atterberg Limits	12	@	\$90.00	each	\$1,080.00
#200 Sieve Analysis	12	@	\$65.00	each	\$780.00
Unconfined Compressive Strength Tests Soil	6	@	\$70.00	each	\$420.00
				Sub Total	\$2,672.00
Geotechnical Engineering & Reporting					
Principal, PE	4	hr @	\$275.00	hr	\$1,100.00
Senior Engineer, PE (QA/QC)	8	hr @	\$185.00	hr	\$1,480.00
Project Engineer, PE	22	hr @	\$140.00	hr	\$3,080.00
Staff Engineer II, EIT	36	hr @	\$95.00	hr	\$3,420.00
Project Administrator	4	hr @	\$55.00	hr	\$220.00
				Sub-Total	\$9,300.00
				Grand Total	\$31,492.00

**CITY OF PFLUGERVILLE NW WILBARGER WW EXTENSION PROJECT
ENVIRONMENTAL EVALUATION**

	POSITION	Environmental	Senior	Field	GIS	Admin	Subconsultant	Total	Cost
	DESCRIPTION	Manager	Biologist	Biologist	Tech		Cost	Labor hrs.	
	LABOR RATES	\$220.00	\$140.00	\$90.00	\$88.00	\$75.00			
1	Threatened and Endangered Species Habitat Assessment								
1.a	Desktop Review	1		4	4			9	\$932.00
1.b	Field Investigation	1		8	1			10	\$1,028.00
2	Cultural Resources Assessment (Horizon Environmental)								
2.a	Cultural Resources	4				6	\$ 1,500.00	10	\$1,330.00
3	Waters of the U.S. Determination								
3.a	Desktop Review	1		8	4			13	\$1,292.00
3.b	Field Delineation	1		8	1			10	\$1,028.00
4	Hazardous Materials Initial Site Assessment								
4.a	Obtain Database			2				2	\$180.00
4.b	Review Desktop Information	1		6				7	\$760.00
4.c	Field Investigation	1		8	1			10	\$1,028.00
5	Environmental Due Diligence Report								
5.a	Due Diligence Report Preparation	10	12	60	24	2		108	\$11,542.00
HOURS SUB-TOTALS		20	12	104	35	8	\$ 1,500.00	179	-
BILLABLE RATE PER HOUR (LABOR BURDEN & OVERHEAD)		\$220.00	\$140.00	\$90.00	\$88.00	\$75.00			
TOTAL		\$4,400.00	\$1,680.00	\$9,360.00	\$3,080.00	\$600.00	\$1,500.00		\$20,620.00
							TOTAL LABOR \$19,120.00 TOTAL SUBCONSULTANT COST \$1,500.00 TOTAL EXPENSES \$ 500.00 TOTAL COST \$21,120.00		



June 05, 2024

Rev June 14, 2024

Project: Pflugerville NW Wilbarger (WW2402) Option 2 only

Perform Boundary Verification and Topographic Survey for the selected alignment within affected areas of Final Plan of Pflugerville Acres II Phase I.

Phase	Survey Scope of Work	Fee
1	Boundary Verification	\$2,820.00
2	Topographic Survey	\$5,400.00
3	Easement Documentation (4)	\$1,800.00 x 4 (\$7,200.00)
4	Temporary Construction Easements (4)	\$1,500.00 x 4 (\$6,000.00)
	TOTAL Including Easements	\$21,420.00

SCHEDULE: STV will commence field work within 10business days (weather permitting) estimate 7 Business days for all field to be completed all office work will be an additional 3-4 weeks.

ADDITIONAL SERVICES NOT INCLUDED WITH THIS PROPOSAL:

As-built survey
Construction Staking
Land Title Survey
Subsurface Utility Locates



110A Roundabout Dr., Suite A
Midlothian, TX 76065
stvinc.com

ATTACHMENT "B" - FEE SCHEDULE									
Pflugerville Northwest Wilbarger Interceptor - QL A-D - STV AUSTIN									
SUE Services									
STV, Inc.									
6/18/2024									
SUE QUALITY LEVEL "D"	LABOR	ENGINEER/	Sr. PROJECT	SUE PROJECT	FIELD CREW	UTILITY	CADD	CLERICAL	TOTAL
LABOR COSTS	CLASS.	RPLS	MANAGER	MANAGER	MANAGER	TECH	TECH	SUPPORT	HOURS
		\$260.00	\$220.00	\$165.00	\$165.00	\$130.00	\$130.00	\$95.00	
Records Research		0.0	0.0	0.0	0.0	8.0	0.0	0.0	8.0
Production/Review(per ASCE 38-22) of QL"D" Plan Deliverables		1.0	0.0	5.0	0.0	0.0	12.0	0.0	18.0
Production/Review(per ASCE 38-22) of QL"B" Plan Deliverables		1.0	0.0	1.0	0.0	0.0	4.0	0.0	6.0
Project Meetings / Safety Orientation		0.0	0.0	0.0	2.0	0.0	0.0	0.0	2.0
Contract Administration		0.0	2.0	0.0	0.0	0.0	0.0	1.0	3.0
SUBTOTAL HOURS		2.0	2.0	6.0	2.0	8.0	16.0	1.0	37.0
SUBTOTAL DOLLARS		\$520.00	\$440.00	\$990.00	\$330.00	\$1,040.00	\$2,080.00	\$95.00	\$5,495.00
SUBSURFACE UTILITY ENGINEERING COSTS		QTY	QTY	RATE	UNIT	UNIT			TOTAL
Designating (2-Man Crew & Equipment) - Quality Level B			8.0	\$ 195.00	per hour	per hour			\$1,560.00
Survey of QL"B"			0.25	\$ 1,950.00	per day	per day			\$487.50
SUBTOTAL DOLLARS									\$2,047.50
TOTAL ESTIMATED QUALITY LEVEL "D" FEE									\$7,542.50
SUE QUALITY LEVEL "A"	LABOR	ENGINEER/	Sr. PROJECT	SUE PROJECT	FIELD CREW	UTILITY	CADD	CLERICAL	TOTAL
LABOR COSTS	CLASS.	RPLS	MANAGER	MANAGER	MANAGER	TECH	TECH	SUPPORT	HOURS
		\$260.00	\$220.00	\$165.00	\$165.00	\$130.00	\$130.00	\$95.00	
Records Research		0.0	0.0	0.0	0.0	2.0	0.0	0.0	2.0
Production/Review of QL"A" Deliverables		1.0	0.0	1.0	0.0	0.0	4.0	0.0	6.0
Project Meetings / Safety Orientation		0.0	0.0	0.0	2.0	0.0	0.0	0.0	2.0
Permit Coordination/Acquisition		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Contract Administration		0.0	1.0	0.0	0.0	0.0	0.0	1.0	2.0
SUBTOTAL HOURS		1.0	1.0	1.0	2.0	2.0	4.0	1.0	12.0
SUBTOTAL DOLLARS		\$260.00	\$220.00	\$165.00	\$330.00	\$260.00	\$520.00	\$95.00	\$1,850.00
Locating (Quality Level "A" - Test Holes)									
0 feet to 5.00 feet			1	\$ 1,300.00	per hole				\$1,300.00
over 5.00 feet to 8.00 feet			1	\$ 1,600.00	per hole				\$1,600.00
over 8.00 feet to 11.00 feet			0	\$ 1,900.00	per hole				\$0.00
over 11.00 feet to 14.00 feet			0	\$ 2,200.00	per hole				\$0.00
Greater than 14 ft (per foot)			0	\$ 300.00	per hole				\$0.00
Depths over 15 feet are an additional cost of \$300 per foot.									
Designating (2-Man Crew & Equipment) - Quality Level B			1.0	\$ 195.00	per hour				\$195.00
Mob-Demob Fee			1	\$ 1,000.00	each				\$1,000.00
Survey of QL"A"									
Surveying ((2-Man Crew, GPS Equipment & Processing)			0.25	\$ 1,950.00	per day				\$487.50
SUBTOTAL DOLLARS									\$4,582.50
TOTAL ESTIMATED QUALITY LEVEL "A" FEE									\$6,432.50
DIRECT EXPENSES									
Miscellaneous Items									
Asphalt/Concrete Coring & Pavement Repair			0	\$ 500.00	each				\$0.00
Permitting									
PERMIT			1	\$ 600.00	each				\$600.00
Traffic Control									
Single Lane Closure - Daily Rate (Includes Warning Signs & Cones, Arrow Board, Delivery & Pickup)			0	\$ 2,400.00	each				\$0.00
TOTAL ESTIMATED DIRECT EXPENSE DOLLARS									\$600.00
TOTAL FEE									\$14,575.00