

**PROFESSIONAL SERVICES AGREEMENT
FOR
BOHLS PLACE WASTEWATER INTERCEPTOR**

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This Agreement is entered into by and between the City of Pflugerville, a Texas Municipal Corporation (“City”), acting by and through its City Manager, and Huitt-Zollars, Inc. (“Consultant”), both of which may be referred to herein singularly as “Party” or collectively as the “Parties.”

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

I. DEFINITIONS

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

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

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

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

II. TERM

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

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

III. SCOPE OF SERVICES 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” 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 four-hundred six thousand five-hundred eleven dollars and eight cents (\$406,511.08) 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. 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.
Assistant CIP Director/City Engineer
P.O Box 589
Pflugerville, Texas 78660

If intended for Consultant, to: Huitt-Zollars, Inc.
Attn: Rey Gonzalez, P.E.
Vice President
9600 N. Mopac Expressway, Suite 420
Austin, Texas 78759

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

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

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

City of Pflugerville

Insurance Requirements

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

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

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

Type of Insurance	Amount of Insurance	Provisions
Commercial General (Public) Liability to include Premises/Operations	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	
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: The Rios Group, B&G Surveying, Intertek PSI. 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
Huitt-Zollars, Inc.

(Signature)



(Signature)

Printed Name: Sereniah Breland

Printed Name: Rey Gonzalez

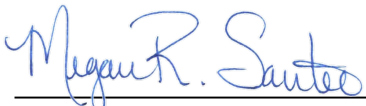
Title: City Manager

Title: Vice President

Date: _____

Date: 6/7/24

APPROVED AS TO FORM:



Charles E. Zech

City Attorney

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



June 7, 2024

Mr. Brandon Pritchett
Public Utility Director
City of Pflugerville
15500 Sun Light Near Way, Building 6
Pflugerville, TX 78660
Office: (512)-990-6402
Cell: (512)-750-5307
brandonp@pflugervilletx.gov

Reference: Bohls Place Wastewater Interceptor
Pflugerville, Texas

Subject: Proposal for Professional Services

Dear Mr. Pritchett,

Huitt-Zollars, Inc. (HZ) appreciates the opportunity to provide this proposal for professional services to the City of Pflugerville (City) for design, bid, and construction phase services associated with the Bohls Place Wastewater Interceptor located at the northeast corner of the Bohls Place Subdivision in Pflugerville, Texas. This projects involves the installation of approximately 2,300 linear feet of 8” wastewater line that will intercept flow prior to entering the Bohls Place Lift Station and convey it to the an existing 36” wastewater line just west of SH 130 near Wilbarger Creek. This will then allow for the Bohls Place Lift Station to be decommissioned.

According to current City of Pflugerville (City) maps, the project lies within the city limits, and are therefore under the full jurisdiction of the City. A portion of the project lies within the 100-year floodplain according to FEMA maps.

Given the above, it is our understanding that the site will be subject to the following reviews and permit approvals:

- City of Pflugerville Public Works
- City of Pflugerville Engineering
- City of Pflugerville Site Development permit

Our proposal is based upon the following scope of services and compensation.

SCOPE OF SERVICES:

1.0 Basic Services:

A. Design Phase (Work Products 1-4: Preliminary Engineering Report/30%, 60%, 90%, 100% Design Submittals)

1. Obtain topographic and tree survey information associated with the wastewater line improvements, including all SUE Quality Level B markings. It is understood that a tree survey is not required for City utility projects, however it is highly recommended as the property owners may not want to not remove certain trees.
2. Perform Subsurface Utility Engineering (SUE) Level B services (designating and mapping of all existing utilities) along the proposed wastewater pipeline work. (see attached proposal for details).
3. Produce all construction drawings for the construction of the improvements described above:
 - a. First, a Preliminary Engineering Report (PER) in the form of a Technical Memorandum including a 30% / schematic level design plans will be produced in order to get agreement on the placement and alignments of all proposed lines. The 30% design will be prepared once all surveying and SUE Level B services are complete.

This phase will also include reviewing the City's wastewater model and verifying the proposed 8" wastewater line size, in addition to all environmental constraints, investigations, and documentation.

- b. Once the wastewater line alignments are agreed upon at the 30% design level, construction drawings are to be produced at the 60%, 90%, and 100% design stages.
4. Prepare a project manual with City of Pflugerville front end documents and all technical specifications necessary for the project at the 60%, 90%, and 100% design stages.
5. Prepare and update cost estimate at the 30%/schematic, 60%, 90%, and 100% design stages.
6. Attend design review meetings (up to 3), as well as a public outreach meeting (up to 1).
7. Geotechnical Engineering: Obtain soil borings and produce geotechnical data report (borings spaced no more than 500' apart, up to 6 borings, one (1) boring 25' deep near lift station, 5 borings 20' deep in vicinity of proposed alignment are included)(see attached proposal for details).
8. WIFIA Related Environmental Services: Perform environmental services required for Federal compliance funding under the U.S. Environmental Protection Agency (EPA) Water Infrastructure Finance and Innovation Act (WIFIA) Program. Services include National Environmental Policy Act (NEPA) Review and Phase I Environmental Site Assessment (ESA). Please note that the Phase I ESA meets the requirements of a Preliminary Environmental Review (PER). Although not specified in WIFIA funding requirements, the

evaluation of potential habitat and presence of Tri-Color Bats is included as requested by the City (see attached proposal for details).

9. Aid City with WIFIA quarterly reports by providing supporting design related information.
10. Aid City with TxDOT coordination.
11. City of Pflugerville (City) Site Development Permit (typically submitted at the 90% design level):
 - a. Prepare the City application including current tax maps, tax certificates, and other miscellaneous forms required by the City.
 - b. Reproduce and submit the permitting package to the City, consisting of the plans, application documents, and all required information.
 - c. The City has a formal administrative “completeness check” process, which takes approximately 1-2 weeks to complete before the permitting package can be submitted formally. We will address any comments generated by this completeness check review.
 - d. After completeness check, reproduce and formally submit permitting package to the City for review.
 - e. Coordinate with City staff to address comments. It is anticipated that at least one and possibly two revisions will be required to address City comments for this project even if no client generated changes are made after submittal to the City.
 - f. After addressing City comments, the site plan permit approval can be granted administratively provided no variances are required.
 - g. Changes made after submittal to the reviewing agencies (i.e., City) typically require a substantial amount of time to address. In addition, they result in additional comments, which must then be addressed. Changes beyond our control generated after submittal to the reviewing agencies are not included in this fee but can be performed as an additional service at the Client’s request.
12. Texas Commission on Environmental Quality (TCEQ) Permitting (submit at the 90% design level):
 - a. Prepare TCEQ application and other miscellaneous forms required by TCEQ.
 - b. Reproduce and submit the permitting package to TCEQ, consisting of the plans, application documents, and all required information.
 - c. TCEQ has a formal administrative “completeness check” process, which takes approximately 1-2 weeks to complete before the permitting package can be submitted formally. We will address any comments generated by this completeness check review.

- d. After completeness check, reproduce and formally submit permitting package to TCEQ for review.
 - e. Coordinate with TCEQ staff to address comments. It is anticipated that at least one and possibly two revisions will be required to address TCEQ comments for this project even if no client generated changes are made after submittal to TCEQ.
 - f. After addressing TCEQ comments, the permit approval can be granted administratively provided no variances are required.
 - g. Changes made after submittal to the reviewing agencies (i.e., TCEQ) typically require a substantial amount of time to address. In addition, they result in additional comments, which must then be addressed. Changes beyond our control generated after submittal to the reviewing agencies are not included in this fee but can be performed as an additional service at the Client's request.
10. It is our understanding that it will be the contractor's responsibility to prepare the Stormwater Pollution Prevention Plan (SWPPP). Note: Erosion/Sedimentation Control Plans and a Drainage Sheet will be included in the construction drawings.
 11. Prepare survey easement documents for permanent and temporary construction easements to consist of field notes and sketches by a Registered Professional Land Surveyor (RPLS) licensed in the state of Texas. (see attached proposal for details)
- B. Bid Phase (Work Product 5) - After acceptance by the City and TCEQ of the 100% final bid ready design documents and the most recent opinion of probable construction cost, Huitt-Zollars will:
1. Attend the pre-bid meeting.
 2. Issue addenda as appropriate to clarify the bidding documents and provide answers to any questions from bidders.
 3. Attend the bid opening, prepare the bid tabulation and prepare a recommendation of contract award letter. It is understood that the project is to be bid via competitive sealed proposals.

COMPENSATION:

Our estimated budget for the Basic Services is \$406,511.08 (billed at an hourly rate, not to exceed). A level of effort summary is provided below and supporting spreadsheets are attached:

GRAND TOTAL SUMMARY			
WORK PRODUCT	DESCRIPTION	ITEM TOTAL	TOTAL COST
WP No. 1-5	Labor Expenses		
	Huitt-Zollars, Inc. (Wastewater Line Improvements/Lift Station Decommissioning)	\$324,135.00	
	Subtotal	\$324,135.00	\$324,135.00
WP No. 1-5	Reimbursable Consultant Expenses		
	Surveying (Topographic & Tree Survey)	\$30,000.00	
	SUE Level B	\$11,076.08	
	Geotechnical Engineering	\$7,200.00	
	Environmental	\$11,100.00	
	Survey Easement Documents to Consist of Field Notes and Sketches by a RPLS Licensed in the State of Texas (Up to 4 Permanent and 4 Temporary Construction Easements)	\$22,000.00	
	Subtotal	\$81,376.08	\$81,376.08
WP No. 1-5	Non-Labor Expenses		
	Huitt-Zollars, Inc.		
	Reimbursables	\$1,000.00	
	Subtotal	\$1,000.00	\$1,000.00
		Grand Total	\$406,511.08

Reimbursable/Non-Labor Expenses

Note, reimbursable/non-labor expenses include mileage for automobile travel such as for design meetings, site visits, bid opening, etc. They do not include reimbursable expenses such as reproduction of documents, shipping and mailing expenses, and any other disbursements, etc., made on behalf of the Client. Items such as these will be billed accordingly as necessary.

ASSUMPTIONS

In preparing this proposal, we have made the following assumptions (note, some of the services indicated may be added upon request):

- No right of way (ROW) or easement acquisition. The City, and their consultant 7Arrows, is to perform all necessary ROW and easement acquisition.

- The City, and their consultant 7Arrows, shall provide all necessary right of entries to perform the required services (i.e., surveying, geotechnical soil borings, environmental services, etc.)
- The City shall provide the latest FEMA floodplain information.
- The City shall provide all available as-built or other record data of the applicable existing wastewater system (i.e., gravity wastewater lines, Bohls Place lift station, SH 130 interceptor, etc.).
- The City wishes for all wastewater manholes to be polymer concrete.
- The City and their General Engineering Consultant shall perform all wastewater modeling and verification of the proposed wastewater line size.
- No zoning or rezoning.
- No platting.
- No phasing of the project. All improvements will be designed, permitting, and constructed as a single phase.
- No construction phase services at this time. It is expected that construction phase services will be added with a future Professional Services Supplemental Agreement (PSSA).
- All design and permit submittals shall be electronic.
- No application fees or other fees from reviewing agencies.
- No road, driveway, sidewalk, storm sewer, culvert, or other associated design plan or profiles. Any existing roads, driveways, sidewalks, storm sewers, and/or culverts, that are impacted by the proposed wastewater line improvements, are to be replaced in-kind with like materials at their existing grades without the need for construction drawings (i.e., plan or profiles).
- No relocation of existing water or wastewater lines. It is presumed that the proposed wastewater lines will be placed within available area within the ROW without the need to relocate existing water or wastewater lines.
- No relocation of dry utilities (i.e., fiber, gas, telecom, internet, etc.) beyond adjustment of handhole and manholes to finished grade. It is presumed that the proposed wastewater lines will be placed within available area within the ROW without the need to relocate existing dry utilities.
- The project is at least partially funded through the U.S. EPA Water Infrastructure Finance and Innovation Act (WIFIA) and must comply with all required reporting and documentation (i.e., quarterly reporting, thorough environmental investigations including migratory bird act, wetlands delineation, etc.).
- The stormwater pollution prevent plan (SWPPP) will be prepared and submitted by the Construction Contractor. Note: Erosion/Sedimentation Control Plans and a Drainage Sheet will be included in the construction drawings.

- No modification or relocation of any neighborhood or business signs.
- No landscape architecture, irrigation design, or other services not specifically stated.
- The project is to be bid via competitive sealed proposals.

Please note that the above fees are based on a smooth project implementation and have assumed no major changes by the Client or reviewing agencies (i.e., City). Work provided outside the above scope of services will be billed as an additional service. The Client will be notified prior to any additional services being performed.

AUTHORIZATION:

Should this proposal meet with your approval, please provide written authorization via email to rg@huitt-zollars.com . We will schedule the above services as soon as we receive your written authorization. If you have any questions, please contact me.

Respectfully submitted,
Huitt-Zollars, Inc.

A handwritten signature in blue ink, appearing to read 'R Gonzalez'.

Rey Gonzalez, P.E.
Vice President

Enclosure

**FEE SCHEDULE
SPECIFIED RATE PAYMENT BASIS
Prime: HUITT-ZOLLARS
Project: Bohls Place Wastewater Interceptor**

SUMMARY

WORK PRODUCT	DESCRIPTION	ITEM TOTAL	TOTAL COST
WP No. 1	30 % Design (Estimated 90 Calendar Days) - Labor Expenses		
	Huitt-Zollars, Inc. (Wastewater Line Improvements/Lift Station Decommissioning)	\$60,670.00	
	Subtotal	\$60,670.00	\$60,670.00
WP No. 1	Reimbursable Consultant Expenses		
	Surveying (Topographic & Tree Survey)	\$30,000.00	
	SUE Level B	\$11,076.08	
	Geotechnical Engineering	\$0.00	
	Environmental	\$11,100.00	
	Survey Easement Documents to Consist of Field Notes and Sketches by a RPLS Licensed in the State of Texas (Up to 4 Permanent and 4 Temporary Construction Easements)	\$22,000.00	
	Subtotal	\$74,176.08	\$74,176.08
WP No. 1	Non-Labor Expenses		
	Huitt-Zollars, Inc. Reimbursables	\$200.00	
	Subtotal	\$200.00	\$200.00
Design Subtotal (Work Product 1)			\$135,046.08

WORK PRODUCT	DESCRIPTION	ITEM TOTAL	TOTAL COST
WP No. 2	60 % Design (Estimated 60 Calendar Days) - Labor Expenses		
	Huitt-Zollars, Inc. (Wastewater Line Improvements/Lift Station Decommissioning)	\$81,780.00	
	Subtotal	\$81,780.00	\$81,780.00
WP No. 2	Reimbursable Consultant Expenses		
	Surveying (Topographic & Tree Survey)	\$0.00	
	SUE Level B	\$0.00	
	Geotechnical Engineering	\$7,200.00	
	Environmental	\$0.00	
	Survey Easement Documents to Consist of Field Notes and Sketches by a RPLS Licensed in the State of Texas (Up to 4 Permanent and 4 Temporary Construction Easements)	\$0.00	
	Subtotal	\$7,200.00	\$7,200.00
WP No. 2	Non-Labor Expenses		
	Huitt-Zollars, Inc. Reimbursables	\$200.00	
	Work Product No. 2 Non-Labor Expenses Subtotal	\$200.00	\$200.00
Design Subtotal (Work Product 2)			\$89,180.00

WORK PRODUCT	DESCRIPTION	ITEM TOTAL	TOTAL COST
WP No. 3	90 % Design (Estimated 60 Calendar Days) - Labor Expenses		
	Huitt-Zollars, Inc. (Wastewater Line Improvements/Lift Station Decommissioning)	\$101,270.00	
	Subtotal	\$101,270.00	\$101,270.00
WP No. 3	Reimbursable Consultant Expenses		
	Surveying (Topographic & Tree Survey)	\$0.00	
	SUE Level B	\$0.00	
	Geotechnical Engineering	\$0.00	
	Environmental	\$0.00	
	Survey Easement Documents to Consist of Field Notes and Sketches by a RPLS Licensed in the State of Texas (Up to 4 Permanent and 4 Temporary Construction Easements)	\$0.00	
	Subtotal	\$0.00	\$0.00
WP No. 3	Non-Labor Expenses		
	Huitt-Zollars, Inc.		
	Reimbursables	\$200.00	
	Subtotal	\$200.00	\$200.00
Design Subtotal (Work Product 3)			\$101,470.00

WORK PRODUCT	DESCRIPTION	ITEM TOTAL	TOTAL COST
WP No. 4	100 % Design (Estimated 30 Calendar Days) - Labor Expenses		
	Huitt-Zollars, Inc. (Wastewater Line Improvements/Lift Station Decommissioning)	\$68,045.00	
	Subtotal	\$68,045.00	\$68,045.00
WP No. 4	Reimbursable Consultant Expenses		
	Surveying (Topographic & Tree Survey)	\$0.00	
	SUE Level B	\$0.00	
	Geotechnical Engineering	\$0.00	
	Environmental	\$0.00	
	Survey Easement Documents to Consist of Field Notes and Sketches by a RPLS Licensed in the State of Texas (Up to 4 Permanent and 4 Temporary Construction Easements)	\$0.00	
	Subtotal	\$0.00	\$0.00
WP No. 4	Non-Labor Expenses		
	Huitt-Zollars, Inc.		
	Reimbursables	\$200.00	
	Subtotal	\$200.00	\$200.00
Design Subtotal (Work Product 4)			\$68,245.00

WORK PRODUCT	DESCRIPTION	ITEM TOTAL	TOTAL COST
WP No. 5	Bidding and Negotiation Phase (Estimated 30 Calendar Days) - Labor Expenses		
	Huitt-Zollars, Inc.	\$12,370.00	
	Subtotal	\$12,370.00	\$12,370.00
WP No. 5	Non-Labor Expenses		
	Huitt-Zollars, Inc.		
	Reimbursables	\$200.00	
	Subtotal	\$200.00	\$200.00
Design Subtotal (Work Product 5)			\$12,570.00

GRAND TOTAL SUMMARY			
WORK PRODUCT	DESCRIPTION	ITEM TOTAL	TOTAL COST
WP No. 1-5	Labor Expenses		
	Huitt-Zollars, Inc. (Wastewater Line Improvements/Lift Station Decommissioning)	\$324,135.00	
	Subtotal	\$324,135.00	\$324,135.00
WP No. 1-5	Reimbursable Consultant Expenses		
	Surveying (Topographic & Tree Survey)	\$30,000.00	
	SUE Level B	\$11,076.08	
	Geotechnical Engineering	\$7,200.00	
	Environmental	\$11,100.00	
	Survey Easement Documents to Consist of Field Notes and Sketches by a RPLS Licensed in the State of Texas (Up to 4 Permanent and 4 Temporary Construction Easements)	\$22,000.00	
	Subtotal	\$81,376.08	\$81,376.08
WP No. 1-5	Non-Labor Expenses		
	Huitt-Zollars, Inc.		
	Reimbursables	\$1,000.00	
	Subtotal	\$1,000.00	\$1,000.00
	Grand Total		\$406,511.08

FEE SCHEDULE - ROLLUP OF TASKS
Prime: HUITT-ZOLLARS
Project: Bohls Place Wastewater Interceptor

SPECIFIED RATE PAYMENT BASIS

Prime: HUITT-ZOLLARS	No. of Sheets	Principal In-Charge	QA Manager	Sr. Project Manager	Project Manager	Sr. Civil Engineer	Civil Engineer	Sr. Structural Engineer	Structural Engineer	EIT	Sr. Designer	Designer	Sr. CAD Technician	CAD Technician	Sr Project Support	Project Support	Total Hours	Total Labor Cost
Work Product No. 1 - 30 % Design (Estimated 60 Calendar Days ~ 3 Months)																		
1. Project Kickoff Meeting				2		2											4	\$1,100.00
2. Site Visit / Field Reconnaissance				2		2											4	\$1,100.00
3. Initiate & Coordinate Survey Design Studies / Services				2													2	\$600.00
4. Attend Design Concept Conference with City Public Works to Present Design Alternatives				4		4											8	\$2,200.00
5. Review, Analyze, Run, Existing City Wastewater Model to Verify Proposed Line Size (Existing & Proposed Condition) (Infoworks Model) (To Be Done By City/GEC)																	0	\$0.00
6. 30% Design and Plan Development																	0	\$0.00
a. Develop Preliminary Design Summary Form				2		2				2							6	\$1,410.00
b. Develop 30% Plans																	0	\$0.00
1. Cover sheet indicating project name and number						1				2			4				7	\$1,200.00
2. Preliminary Notes				0.5		1				2			4				7.5	\$1,350.00
3. Preliminary Overall Wastewater Line Project Layout Sheets				0.5		1				2			4				7.5	\$1,350.00
4. Preliminary Wastewater Line Plan View/Layout - Sheet 1 (Sta. 0+00 to 4+50) (could be more than 1 alignment alt.)				1		4				4			8				17	\$3,200.00
5. Preliminary Wastewater Line Plan View/Layout - Sheet 2 (Sta. 4+50 to 9+00) (could be more than 1 alignment alt.)				1		4				4			8				17	\$3,200.00
6. Preliminary Wastewater Line Plan View/Layout - Sheet 3 (Sta. 9+00 to 13+50) (could be more than 1 alignment alt.)				1		4				4			8				17	\$3,200.00
7. Preliminary Wastewater Line Plan View/Layout - Sheet 4 (Sta. 13+50 to 18+00) (could be more than 1 alignment alt.)				1		4				4			8				17	\$3,200.00
8. Preliminary Wastewater Line Plan View/Layout - Sheet 5 (Sta. 18+00 to 22+50) (could be more than 1 alignment alt.)				1		4				4			8				17	\$3,200.00
9. Preliminary Wastewater Details				0.5		1				2			4				7.5	\$1,350.00
c. Preliminary Engineering Tech Memo (approx. 2-5 Pages)				2		8				12			8				30	\$5,740.00
d. Preliminary (30%) Engineers Estimate of Construction Cost				2		4				4			2				12	\$2,540.00
7. QA/QC Review for 30% Design and Design Package			1	1		4				4			4				14	\$2,860.00
8. Work Product #1 - Submittal																	0	\$0.00
a. Prepare & Submit Work Product Deliverables to City Public Works for Review				1		2				2			2				7	\$1,430.00
9. Address City Public Works Review Comments (up to 2 occurrences)				2		4				8			16				30	\$5,400.00
a. Prepare and Submit Final Work Product (30%) Deliverables for Approval				1		2				2			2				7	\$1,430.00
10. Track and Report Project Progress																	0	\$0.00
a. Provide Monthly Progress Report (3 Reports)				3													3	\$900.00
11. Environmental Services Coordination				4		4				4			4				16	\$3,460.00
12. Survey Easement Document Coordination (up to 4 permanent and 4 temporary construction easements)				8		8				8			8				32	\$6,920.00
13. Aid City with TxDOT Coordination of Planned Project (Focused on Access/Expected Construction Activity)				4		2				2			2				10	\$2,330.00
Labor Hours - Subtotal	0	0	1	46.5	0	72	0	0	0	76	0	0	104	0	0	0	299.5	\$60,670.00
Labor Hour Cost		\$325.00	\$300.00	\$300.00	\$275.00	\$250.00	\$200.00	\$270.00	\$200.00	\$155.00	\$175.00	\$140.00	\$160.00	\$110.00	\$115.00	\$90.00		
Work Product No. 1 - Subtotal		\$0.00	\$300.00	\$13,950.00	\$0.00	\$18,000.00	\$0.00	\$0.00	\$0.00	\$11,780.00	\$0.00	\$0.00	\$16,640.00	\$0.00	\$0.00	\$0.00		\$60,670.00

Project: Bohls Place Wastewater Interceptor

SPECIFIED RATE PAYMENT BASIS

Prime: HUITT-ZOLLARS	No. of Sheets	Principal In-Charge	QA Manager	Sr. Project Manager	Project Manager	Sr. Civil Engineer	Civil Engineer	Sr. Structural Engineer	Structural Engineer	EIT	Sr. Designer	Designer	Sr. CAD Technician	CAD Technician	Sr Project Support	Project Support	Total Hours	Total Labor Cost
Work Product No. 3 - 90 % Design (Estimated 60 Calendar Days ~ 2 Months)																		
1. Prepare Work Product No. 3: (90%) Design & Plan Development, Deliverables																	0	\$0.00
a. Develop 90% Plans:																	0	\$0.00
1. Cover sheet indicating project name and number						1				2			4				7	\$1,200.00
2. 90% General Construction Notes				0.5		1				2			4				7.5	\$1,350.00
3. 90% Overall Wastewater Line Project Layout Sheets				0.5		1				2			4				7.5	\$1,350.00
4. 90% Wastewater Line Plan & Profile - Sheet 1 (Sta. 0+00 to 4+50)				1		4				4			8				17	\$3,200.00
5. 90% Wastewater Line Plan & Profile - Sheet 2 (Sta. 4+50 to 9+00)				1		4				4			8				17	\$3,200.00
6. 90% Wastewater Line Plan & Profile - Sheet 3 (Sta. 9+00 to 13+50)				1		4				4			8				17	\$3,200.00
7. 90% Wastewater Line Plan & Profile - Sheet 4 (Sta. 13+50 to 18+00)				1		4				4			8				17	\$3,200.00
8. 90% Wastewater Line Plan & Profile - Sheet 5 (Sta. 18+00 to 22+50)				1		4				4			8				17	\$3,200.00
9. 90% Lift Station Decommissioning/Abandonment Plan				0.5		2				4			8				14.5	\$2,550.00
10. 90% Wastewater Details				0.5		1				2			4				7.5	\$1,350.00
11. 90% Traffic Control Plans				0.5		8				16			32				56.5	\$9,750.00
12. 90% Sidewalk Closure Plans				0.5		4				8			16				28.5	\$4,950.00
13. 90% Traffic Control and Sidewalk Closure Details				0.5		2				4			8				14.5	\$2,550.00
14. 90% Erosion Control Plans				0.5		2				4			8				14.5	\$2,550.00
15. 90% Erosion Control Details				0.5		1				2			4				7.5	\$1,350.00
b. 90% Project Manual, Standard Specifications, Special Specifications and Special Provisions				1		8				8							17	\$3,540.00
d. 90% Design Report						2											2	\$500.00
e. 90% Engineers Estimate of Construction Cost				1		8				16							25	\$4,780.00
2. QA/QC Review for 90% Design and Design Package			1	1		4				4			4				14	\$2,860.00
3. Work Product #3 - Submittal																	0	\$0.00
a. Prepare & Submit Work Product Deliverables to City Public Works for Review				1		2				2			2				7	\$1,430.00
b. Prepare Site Development Permit Application & Submit Items to City Development Services for Review				2		4				4			2				12	\$2,540.00
c. Prepare TCEQ Permit Application & Submit Items to TCEQ for Review				2		2				4			2				10	\$2,040.00
4. Address City Public Works Review Comments (up to 2 occurrences)				8		8				16			32				64	\$12,000.00
a. Submit Final Work Product (90%) Deliverables for Approval				1		2				2			2				7	\$1,430.00
5. Address City Development Services Review Comments (up to 1 occurrence)				4		12				24			48				88	\$15,600.00
6. Address TCEQ Review Comments (up to 1 occurrence)				2		6				12			24				44	\$7,800.00
7. Track and Report Project Progress																	0	\$0.00
a. Provide Monthly Progress Report (2 Reports)				2													2	\$600.00
b. Maintain Project Schedule (Monthly Submittal)(2 Updates)				4													4	\$1,200.00
Labor Hours - Subtotal	0	0	1	38.5	0	101	0	0	0	158	0	0	248	0	0	0	546.5	\$101,270.00
Labor Hour Cost		\$325.00	\$300.00	\$300.00	\$275.00	\$250.00	\$200.00	\$270.00	\$200.00	\$155.00	\$175.00	\$140.00	\$160.00	\$110.00	\$115.00	\$90.00		
Work Product No. 3 - Subtotal		\$0.00	\$300.00	\$11,550.00	\$0.00	\$25,250.00	\$0.00	\$0.00	\$0.00	\$24,490.00	\$0.00	\$0.00	\$39,680.00	\$0.00	\$0.00	\$0.00		\$101,270.00

Project: Bohls Place Wastewater Interceptor

SPECIFIED RATE PAYMENT BASIS

Prime: HUITT-ZOLLARS	No. of Sheets	Principal In-Charge	QA Manager	Sr. Project Manager	Project Manager	Sr. Civil Engineer	Civil Engineer	Sr. Structural Engineer	Structural Engineer	EIT	Sr. Designer	Designer	Sr. CAD Technician	CAD Technician	Sr Project Support	Project Support	Total Hours	Total Labor Cost
Work Product No. 4 - 100 % Design (Estimated 30 Calendar Days ~ 1 Month)																		
1. Prepare Work Product No. 4: (100%) Design & Plan Development, Deliverables																	0	\$0.00
a. Final 100% Plans																	0	\$0.00
1. Cover sheet indicating project name and number						0.5				1			2				3.5	\$600.00
2. 100% General Construction Notes				0.25		0.5				1			2				3.75	\$675.00
3. 100% Overall Wastewater Line Project Layout Sheets				0.25		0.5				1			2				3.75	\$675.00
4. 100% Wastewater Line Plan & Profile - Sheet 1 (Sta. 0+00 to 4+50)				0.5		2				2			4				8.5	\$1,600.00
5. 100% Wastewater Line Plan & Profile - Sheet 2 (Sta. 4+50 to 9+00)				0.5		2				2			4				8.5	\$1,600.00
6. 100% Wastewater Line Plan & Profile - Sheet 3 (Sta. 9+00 to 13+50)				0.5		2				2			4				8.5	\$1,600.00
7. 100% Wastewater Line Plan & Profile - Sheet 4 (Sta. 13+50 to 18+00)				0.5		2				2			4				8.5	\$1,600.00
8. 100% Wastewater Line Plan & Profile - Sheet 5 (Sta. 18+00 to 22+50)				0.5		2				2			4				8.5	\$1,600.00
9. 100% Lift Station Decommissioning/Abandonment Plan				0.25		1				2			4				7.25	\$1,275.00
10. 100% Wastewater Details				0.25		2				3			3				7.75	\$1,395.00
11. 100% Traffic Control Plans				0.25		2				4			8				14.25	\$2,475.00
12. 100% Sidewalk Closure Plans				0.25		2				4			8				14.25	\$2,475.00
13. 100% Traffic Control and Sidewalk Closure Details				0.25		2				4			8				14.25	\$2,475.00
14. 100% Erosion Control Plans				0.25		2				4			8				14.25	\$2,475.00
15. 100% Erosion Control Details				0.25		0.5				1			2				3.75	\$675.00
b. Final Project Manual, Standard Specifications, Special Specifications and Special Provisions				1		8				8							17	\$3,540.00
c. Final Design Report						16				2							18	\$4,310.00
d. Final Engineers Estimate of Construction Cost				1		8				8							17	\$3,540.00
e. Prepare bid items and quantities for Bid Form				1		4				8							13	\$2,540.00
2. QA/QC Review for Design and Design Package			1	1		4				4			4				14	\$2,860.00
3. Work Product #4 - Submittal																	0	\$0.00
a. Prepare & Submit Work Product Deliverables to City Public Works for Review				1		2				2			2				7	\$1,430.00
4. Address City Public Works Review Comments (up to 2 occurrences)				2		2				4			8				16	\$3,000.00
a. Submit Final Work Product (100%) Deliverables for Approval				1		2				2			2				7	\$1,430.00
5. Address City Development Services Review Comments (up to 1 occurrence)				2		8				16			24				50	\$8,920.00
a. Submit Final Plans to City Development Services for Final Signatures and Permit Issuance				2		2				2			2				8	\$1,730.00
6. Address TCEQ Review Comments (up to 1 occurrence)				2		8				16			24				50	\$8,920.00
a. Submit Final Plans to TCEQ for Final Signatures and Permit Issuance				2		2				2			2				8	\$1,730.00
7. Track and Report Project Progress																	0	\$0.00
a. Provide Monthly Progress Report (1 Report)				1													1	\$300.00
b. Maintain Project Schedule (Monthly Submittal)(1 Updates)				2													2	\$600.00
Labor Hours - Subtotal	0	0	1	23.75	0	88.5	0	0	0	109	0	0	135	0	0	0	357.25	\$68,045.00
Labor Hour Cost		\$325.00	\$300.00	\$300.00	\$275.00	\$250.00	\$200.00	\$270.00	\$200.00	\$155.00	\$175.00	\$140.00	\$160.00	\$110.00	\$115.00	\$90.00		
Work Product No. 4 - Subtotal		\$0.00	\$300.00	\$7,125.00	\$0.00	\$22,125.00	\$0.00	\$0.00	\$0.00	\$16,895.00	\$0.00	\$0.00	\$21,600.00	\$0.00	\$0.00	\$0.00		\$68,045.00

April 8, 2024

Rey Gonzalez, P.E.
Huitt-Zollars
9600 N. MoPac Expressway
Suite 420
Austin, Texas 78759
rg@Huitt-Zollars.com
512.231.1119 x10409

**RE: Subsurface Utility Engineering
City of Pflugerville Bohls Place WW Interceptor
Pflugerville, Texas**

Dear Mr. Gonzalez:

The Rios Group, Inc. (TRG) is pleased to submit a cost proposal for Subsurface Utility Engineering (SUE) for the above referenced project. This proposal is based on information provided via email on April 5, 2024.

Introduction

TRG will perform SUE services for this project in general accordance with the recommended practices and procedures described in ASCE publication ASCE/UESI/CI 38-22 “Standard Guideline for Investigating and Documenting Existing Utilities”. SUE Quality Level definitions and data limitations are included in Exhibit C, attached to this proposal.

Scope of Work

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

The scope of this proposal includes QLB SUE services.

To Include:

In general, QLB SUE services are requested within the limits of the City of Pflugerville Bohls Place WW Interceptor project as shown in red on Exhibit B, attached to this proposal. QLB SUE services provided will be inclusive of QLC and QLD. TRG has made the following assumptions for the QLB SUE Services on this project:

- Any necessary Right-Of-Entry (ROE) permits and access to the site will be provided by the Client prior to the start of field work.

- TRG will perform records research and acquire available existing utility records within the project limits. This will include contacting the applicable One Call agency and associated utility owners/municipalities to request records and reviewing available utility record information obtained.
- TRG will attempt to designate the following utilities within this area: potable water, reclaimed water, chilled water, natural gas/crude oil/refined product pipelines, communication duct banks, fiber optic, cable television, telephone, traffic signal cables, street lighting, TxDOT CTMS cables, and electric.
- Wastewater and storm drain facilities will be inverted at manholes, and will be depicted as QLC information.
- TRG will attempt to designate utility service lines, however, because these lines are often non-conductive and not shown on records TRG cannot guarantee all service lines will be included in the final deliverables.
- The following facilities/items are specifically excluded from the scope of work of this proposal: private service lines, irrigation lines, detailed vault investigations.
- TRG will attempt to provide Electronic Depth readings calculated by TRG's geophysical equipment. If Electronic Depth readings can be obtained, they will be provided every 25 feet. However, due to the inconsistency with Electronic Depth readings, TRG cannot guarantee the accuracy of the information. Data will be provided for informational purposes only.

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

Deliverables

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

- A utility file in CAD format depicting all SUE data documented on the project. The Client will provide TRG with any necessary background files for use in completing the final deliverables.
- 11" x 17" SUE Plan Sheets depicting all SUE data documented on the project. These plans will be signed and sealed by a Professional Engineer and delivered to the Client in electronic PDF form;
- A Utility Report containing metadata (e.g. scope of work, work limits, dates of performance, survey control, etc.), information about the Utility Investigation not otherwise conveyed in other project deliverables, and recommendations to address data deficiencies.

Schedule

TRG can mobilize within three (3) weeks of receiving Notice-To-Proceed (NTP). TRG estimates that the QLB SUE work can be completed in twenty-four (24) working days, broken down as follows:

- QLB field work – 4 days
- QLB deliverable preparation – 20 days (following receipt of survey data from Client)

Estimated Fee

The total estimated cost to complete the work described herein is **Eleven Thousand Seventy-Six Dollars and 08/100 (\$11,076.08)**. An itemized breakdown of cost is provided in Exhibit A. Please note that these pricings are based on estimated quantities, and that only actual quantities will be invoiced – up to the total Contract amount.

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

Respectfully,

The Rios Group, Inc.



Michael Andrews
Project Manager



THE RIOS GROUP

Estimate for Subsurface Utility Engineering
City of Pflugerville Bohls Place WW Interceptor
Pflugerville, Texas

EXHIBIT A

Hourly Office Labor	<i>Rate</i>	<i>Assumed Quantity</i>	<i>Unit of Measure</i>	<i>Sub-Total</i>
Supervisory Engineer	\$ 190.86	2	HR	\$ 381.72
SUE Project Manager	\$ 169.71	4	HR	\$ 678.84
Assistant Project Manager	\$ 118.30	6	HR	\$ 709.80
CADD Technician	\$ 74.84	20	HR	\$ 1,496.80
Field Manager	\$ 127.23	4	HR	\$ 508.92
Sub-Total				\$ 3,776.08
QL"B" SUE Designating	<i>Rate</i>	<i>Assumed Quantity</i>	<i>Unit of Measure</i>	<i>Sub-Total</i>
One Designating Person	\$ 160.00	30	HR	\$ 4,800.00
Two Person Designating Crew	\$ 250.00	10	HR	\$ 2,500.00
Sub-Total				\$ 7,300.00
Total Estimated Cost				\$ 11,076.08

Exhibit B



EXHIBIT C DEFINITIONS & DATA LIMITATIONS

Subsurface Utility Engineering (SUE) Quality Level Definitions

The Rios Group (TRG) performs SUE services in general accordance with the recommended practices and procedures described in ASCE publication ASCE/UESI/CI 38-22 “Standard Guideline for Investigating and Documenting Existing Utilities”. The core aspect of this standard is affixing a professionally judged value (a Utility Quality Level) to buried and hidden Utility Segments and Utility Features that identify the reliability and nonquantifiable locational uncertainty of documented Utility infrastructure data. The four quality levels, as defined in the standard, are:

- **Utility Quality Level D (QLD)** – A value assigned to a Utility Segment or Utility Feature not visible at the ground surface whose estimated position is judged through Utility records, information from others, or from visual clues such as pavement cuts, obvious trenches, or existence of service.

A QLD data attribute is assigned to a Utility Segment or Utility Feature after review and compilation of existing records, oral recollections, One-Call or “private-locate” markings, managed data repositories, context with other achieved Utility Quality Levels, and/or other evidence of existence. QLD data is more uncertain than QLC, QLB, and QLA. QLD data is less uncertain than utilities documented without any Utility Quality Level barring a Professional’s statement of fact to the contrary.

- **Utility Quality Level C (QLC)** – A value assigned to a Utility Segment not visible at the ground surface whose estimated position is judged through correlating Utility records or similar evidence to Utility Features, visible aboveground and/or underground. The Utility Anchor Point on the Utility Features shall be tied to the Project Survey Datum with an accuracy of 0.2 ft (60 mm) horizontal.

A QLC value judgement is assigned to a Utility Segment by using visible Utility Features to approximate the position of a Utility Segment between or in proximity to the visible Utility Features and in context with other achieved Utility Quality Levels. QLC only pertains to the underground Utility Segment(s), not the Utility Feature(s). QLC data is more certain than QLD and is more uncertain than QLB and QLA

- **Utility Quality Level B (QLB)** – A value assigned to a Utility Segment or Subsurface Utility Feature whose existence and horizontal position is based on Geophysical Methods combined with professional judgement and whose location is tied to the Project Survey Datum.

A QLB value is assigned to a Utility Segment when the following conditions are met: (1) the Utility Segment was detected through the application of appropriate Geophysical Methods; (2) the geophysical signal was judged to be reliable. (3) the interpreted position was judged based on knowledge and use of geophysical science, Utility design and installation practices, available records, visual features, and influence of site conditions; and (4) the source Designation has been tied to the Project Survey Datum with an accuracy of 0.2 ft (60mm) horizontally. QLB is more uncertain than QLA and more certain than QLC or QLD.

- **Utility Quality Level A (QLA)** – A value assigned to that portion (x-, y-, and z-geometry) of a Utility Segment or subsurface Utility Feature that is directly exposed and measured and whose location and dimensions are tied to the Project Survey Datum. The Utility Segment or subsurface Utility Feature shall be tied to Project Survey Datum with an accuracy of 0.1 ft (30 mm) vertical and to 0.2 ft (60 mm) horizontal for measurements of the outside limits of the Utility Feature or Utility Segment that is exposed.

Other measurable, observable, and judged Utility Attributes are also recorded. If obtained by means of a Test Hole observation, a verification effort is made, and professional judgement is used to assert that the exposed infrastructure is indeed the sought target. The assignment of QLA conveys the lowest level of relative (nonquantifiable) uncertainty of measurable and judged Attributes and locations. QLA is more certain than QLB, QLC, or QLD.

Acronyms and Special Definitions

3D	three-dimensional
CAD	Computer-Aided Design
EOI	End of Information
GIS	geographic information system
GPR	ground penetrating radar
ROE	Right of Entry
ROW	Right of Way
SAF	Surface Adjustment Factor

Anchor Point: A defined point on a Utility Feature or a Utility Segment. (ASCE 38-22)

Attribute: A defined characteristic of a Utility Feature, Utility Segment, or of a singular point on a Utility Feature or Utility Segment. (ASCE 38-22)

Deliverable: The sealed results from a Subsurface Utility Engineering investigation that typically includes a Utility Report, Utility Drawings, and other relevant Utility data for inclusion in digital or paper formats, and/or within databases and/or three-dimensional models. (ASCE 38-22)

Designating: The application and interpretation of shallow earth Geophysical Methods to infer (with or without surface markings) the existence and the approximate horizontal position and,

when possible and part of the Scope of Work, Depth of a subsurface Utility Segment and/or Utility Feature. (ASCE 38-22)

Electronic Depth (ED): Depth obtained by electromagnetic receiver that has a varying level of accuracy based on many factors including soil conditions, connection type, overhead interference, etc. ED reports to the center of the induced magnetic field.

Encasement: A structure that encloses and protects utility facilities and surrounding infrastructure, environment, and the public. E.G. Concrete cap, casing pipe, tile, ducts, tunnel.

Geophysical Method: Application of an established shallow-earth Geophysical Method (such as seismic, acoustic, gravitational, magnetic, electrical, and electromagnetic) to observe the physical response of the subsurface Utility infrastructure and cultural features, as well as anomalies within those responses. (ASCE 38-22)

Locating: The process of exposing and verifying a Utility for purposes of determining its function, type, position, outside dimensions, and other observable Attributes at its exposed points. (ASCE 38-22)

Low Wire Sag: Lowest elevation on the lowest wire at a crossing overhead utility.

Overhead attachment point: Elevation where overhead line is attached to above ground structure such as a pole.

Subsurface Utility Engineering (SUE): The specialty practice of civil engineering's Utility Engineering branch that includes the investigation, analysis, judgment, and documentation of existing Utility networks. (ASCE 38-22)

Test Hole: A small, limited excavation, made to determine, measure, and record data about a buried Utility Segment or Utility Feature. (ASCE 38-22)

Utility: A privately, publicly, or cooperatively owned pipeline, cable(s), and/or conduits, facility, or system for producing, transmitting, or distributing communications, traffic control cables and structures, cable television, power, electricity, light, heat, gas, oil, crude products, water, steam, waste, stormwater, or any other similar commodity, including any fire or police signal system or street lighting system. The term Utility shall also mean the Utility owner/operator inclusive of any wholly owned or controlled subsidiary. (ASCE 38-22)

Utility Feature: A physical component of a Utility. Examples include valves, hydrants, reducers, switches, thrust blocks, vaults, and transformers. (ASCE 38-22)

Utility Investigation: Any or all of a variety of office and field activities undertaken to understand and document the existence of, location, and Attributes of existing Utility facilities within the project limits. (ASCE 38-22)

Utility Quality Level: The value, assigned by the Professional, of a Utility Segment or subsurface Utility Feature that identifies the relative (nonquantifiable) uncertainty of a Utility Segment's or subsurface Utility Feature's existence and actual location to that of its documented location. (ASCE 38-22)

Utility Report: A report or sufficient notes contained within a Utility Drawing, sealed by a Professional, that (1) contains information about the Utility Investigation that might otherwise not be conveyed, (2) assists the end user in understanding the subsurface Utility landscape and risks, (3) provides recommendations to address data deficiencies, and (4) complements the Utility Drawing Deliverables. (ASCE 38-22)

Utility Segment: A continuous portion of a Utility for which the Utility Quality Level is constant, and the Attributes, other than Depth, are substantially identical. (ASCE 38-22)

Vault: A concrete box underground that is used for utility purpose.

General Data Limitations

SUE services are performed in accordance with ASCE/UESI/CI 38-22 guideline, generally accepted engineering principles and practices at the time of service. However, a possibility exists that abandoned, forgotten, non-detectable, undocumented, or newly installed utilities may not get mapped using standard records research and surface geophysical survey procedures. While the ASCE 38-22 standard guidelines mitigate these issues, utilities possessing characteristics mentioned below can be missed while following standard Utility Designating and Locating procedures:

1. Utilities lacking apparent available records and without apparent surface features.
2. Utilities with record information which is illegible, misleading, or incomplete.
3. Utilities which are inaccurately reported or inaccurately represented by the utility owner as being a significant distance from the true position.
4. Abandoned utilities without apparent surface features.
5. Utilities buried excessively deep, beyond detection limits of standard utility designating equipment.
6. Non-conductive utilities buried in clay soil without apparent surface features.
7. Non-conductive lines buried away from the tracer wire (e.g., HDPE Gas)
8. Facilities installed after the SUE effort has been completed.

A common problem occurs when the project involves facility owners and operators with insufficient records and non-conductive buried facilities (a situation often encountered with public works installations), infrastructure for oil and natural gas wells installed prior to 1960, and irrigation systems that utilize non-conductive water mains. Facilities mapped under these circumstances are often depicted as QLD during the utility designating field effort to keep operations and budgets at a practical level. As the design project progresses, some depicted facilities may have to be upgraded to a higher quality level through more advanced geophysical prospecting and utility locating methods to properly identify and assess utility conflicts for design and construction.

Designers, utility coordinators, and contractors must realize the CI/ASCE 38-22 utility mapping effort is an iterative acquisition and interpretation process. Unless subsequent endeavors are made to upgrade designated quality levels, facilities depicted at lower quality levels, such as QLD, may be completely in error. In addition, depicted facilities and corresponding data are pertinent at the time in which field investigation operations are completed and are subject to change.

Final utility plans and data are for design purposes only and reflect utility conditions at the time surveyed. The SUE consultant cannot be held responsible for utility scenario changing after completion of field operations.

Users of this data set must understand and adhere to the limitations associated with the designated quality levels assigned to the depicted facilities. QLC and QLD depictions are based on interpolations, extrapolations, and available record data; this data can be erroneous and should not be used alone for design development and bidding purposes. Additional utility designating and locating field efforts to upgrade data to QLB and QLA are strongly recommended for areas where accurate final design and construction planning and bidding is required.

It is strongly recommended that users of this data, especially project engineers-of-record, become familiar with the ASCE 38-22 standard guidelines and the corresponding data limitations inferred by the designated quality levels prior to employing the data set for design purposes. In addition, a utility report should always accompany the existing utility CADD file to ensure proper interpretation and usage of the data set. Any questions regarding the SUE data or utility report should be directed to the SUE professional engineer-of-record.



May 8th, 2024

Huitt-Zollars, Inc.
9600 N. MoPac Expressway
Suite 420
Austin, TX 78759

Rey Gonzalez, P.E.
Vice President/Senior Project Manager

RE: Bohls Place Wastewater Interceptor

Thank you for allowing us to provide a proposal for survey work. The scope of professional services is to include the following:

- Hardwood trees 8" and up if done at the same time as topography \$11,250.00
- Topography on true elevation datum of outlined area if done at the same time as the trees \$11,250.00
- .Topography on true elevation datum of outlined area done without trees will be \$14,000.00
- Hardwood trees 8" and up if done without topography will be \$14,000.00
- As-built of cul-de-sac, lift station and manholes with flow lines \$2,500.00
- Partial boundary where necessary out of 7 tracts \$10,000.00
- Sketch and field notes per easement \$1,500.00

There will be a \$5000.00 interest payment in addition to the totals above if payment is not received within 90 days.

If the above is satisfactory, please sign below and email back to us along with payment arrangements. Please note that there is a 3% surcharge with all credit card payments. To avoid the fee, you can mail or drop off a check to 1404 W. North Loop Blvd. Austin, TX 78756.

Please call or email with any questions you may have.

Approved and accepted by:

Date:

June 4, 2024

Huitt-Zollars, Inc.
 9600 N. Mopac Expressway, Suite 420
 Austin, Texas 78759

Attn: Mr. Rey Gonzales, P.E.
 Email: rg@huitt-zollars.com
 Phone: (512)-689-2341

Re: Proposal for Geotechnical Engineering Services – Revision 2
Bohls Place Wastewater Interceptor
East of Sweet William Lane
Pflugerville, Texas
 PSI Proposal No. 423127 – R2

Dear Mr. Gonzales:

Professional Service Industries, Inc. (PSI), an Intertek company, is pleased to submit a proposal to conduct a geotechnical exploration for the project referenced above. PSI thanks you for the opportunity to propose these geotechnical services and looks forward to being part of the design team. A review of project information, along with a proposed scope of services, schedule and fee are provided below.

PROJECT UNDERSTANDING

Project information was provided by Mr. Rey Gonzales with Huitt-Zollars, Inc. The geotechnical exploration will be performed for the proposed lift station and wastewater line development. Aerial imagery of the proposed site obtained from Google Earth is provided below, as well as details of the current site conditions and the proposed project in the following tables.

TABLE 1: SITE DESCRIPTION

Site Location	Latitude: 30.4418°; Longitude: -97.6023°
Site History	Part of the projects will be on the cul-de-sac of Sweet William Lane, an existing detention pond and private property
Existing Site Ground Cover	Pavement, Covered with Grass
Existing Site Features	Pond, Pavement
Existing Grade/Elevation Changes	General decline to the pond
Site Boundaries	North: Undeveloped Land East: Undeveloped Land South: Boysenberry Lane West: Sweet William Lane
Ground Support Capability or Access Issues	Firm enough for field equipment if dry



TABLE 2: PROJECT DESCRIPTION

Project Description	(1) Lift station Approximately 2,000 linear feet, 8 inches wastewater pipeline
Structure Construction Type	Unknown or Not Specified in RFP
Existing Grade Change within Lift Station Pad	± 10 Feet Estimated (Google Earth Estimate)
Existing Grade Change within Project Site	± 20 Feet Estimated (Google Earth Estimate)
Finished Floor Elevations	Not available at this time
Anticipated Foundation Types	Mat foundation systems and below-grade wall systems
Pipeline Invert Depths	Not provided; Anticipated to be 5 to 10 Feet below existing site grades



FIGURE 1: PROPOSED BORING LOCATION PLAN

Should the above information or assumptions be inconsistent with planned construction, the Client should contact the PSI office and allow necessary modifications to be made to the proposal.

SCOPE OF SERVICES

The geotechnical engineering scope of services will include the following items.

- Desktop review of generally available public information, e.g., NRCS Soil Maps, Geological Maps, Google Earth Pro aerial imagery.
- Field exploration consisting of drilling and sampling of the subsurface materials and observation of current groundwater levels at the site.



- Laboratory testing of the subsurface materials.
- Engineering analysis and geotechnical recommendations in written report format for the proposed project.

Field Exploration

PSI proposes that the subsurface conditions be explored by soil borings following the provided PSI drilling program. The table below summarizes the proposed exploratory boring program.

TABLE 3: SUMMARY OF BORINGS

Design Element	Number of Borings	Boring Depths (feet)	Drilling Footage (feet)
Lift Station (B-1)	1	25	25
Wastewater Line (B-2, B-3, B-4, B-5 and B-6)	5	20	100
TOTAL:	6	---	125

Note: Samples will be logged by PSI personnel.

The boring locations will be identified in the field using available natural landmarks or GPS coordinates. Surveying of the boring locations to obtain surface coordinates and elevations is beyond the scope of work. References to elevations or depths of various subsurface strata will be based on depths below existing grade at the time of drilling.

- During the field activities, the subsurface conditions will be observed, logged, and visually classified. Field notes will be maintained to summarize soil types and descriptions, water levels, changes in subsurface conditions, and drilling conditions.
- Final depths of the borings may be extended or reduced depending on the subsurface materials identified during field activities.
- PSI Texas One Call/Dig Tess, etc. or other public utility clearance companies prior to the start of drilling activities. It is our experience that these companies do not mark the locations of privately-owned utilities. This proposal is based on private utility lines and other subsurface appurtenances are located in the field by others prior to field activities.
- PSI will exercise reasonable caution to avoid damages to underground utilities by contacting local utility companies prior to the field activities. However, private utility locations are often unknown by public utility companies and by the utility owners. Therefore, PSI will not be responsible for damage to the site or any buried utilities that are not made known to us.
- Some damage to the ground surface may result from the drilling operations near the work areas and along ingress/egress pathways. The field crew will attempt to limit such damage, but no restoration other than backfilling the borings is included in this proposal. Excess auger cuttings and drilling spoils would be spread on the site.



TABLE 4: ANTICIPATED FIELD EXPLORATION DESCRIPTION

Drilling Equipment	Truck-Mounted Drilling Equipment
Drilling Methods	Continuous Flight Augers Wet Rotary Air Rotary
Field Testing	Hand Penetrometer Standard Penetration Testing (ASTM D1586) Shelby Tube Sampling (ASTM D1587)
Sampling Procedure	ASTM D1587/1586
Sampling Frequency	Continuously to a Depth of 10 Feet and at 5-foot Intervals Thereafter
Groundwater Measurement Frequency	During and After Drilling
Boring Backfill Procedures	Soil Cuttings, Bentonite Pellets, Asphalt Patching
Sample Transportation Procedure	General Accordance with ASTM D4220

The field exploration program will be performed in general accordance with the designated ASTM procedures considering local and regional standard of care practices.

Laboratory Testing

Representative soil samples obtained during the field exploration program will be transported to the PSI laboratory for testing. The nature and extent of this laboratory testing program will be dependent upon the subsurface conditions identified during the field exploration program. The laboratory program will be performed in general accordance with the applicable ASTM procedures considering local and regional standard of care practices. The laboratory program may include the following tests.

TABLE 5: LABORATORY TESTING GENERAL PROCEDURES

Laboratory Test	Applicable ASTM Procedures
Visual Classification	ASTM D2488
Moisture Content	ASTM D2216
Atterberg Limits	ASTM D4318
Material Finer than No. 200 Sieve	ASTM D1140
Unconfined Compression Strength	ASTM D2166

Portions of any samples that are not altered or consumed by laboratory testing will be retained for 30 days after the issuance of the geotechnical report and will then be discarded.

Engineering Analyses and Report

The results of the field exploration and laboratory testing will be used in the engineering analysis and in the formulation of the recommendations. The results of the subsurface exploration, including the recommendations and the data on which they are based, will be presented in a written geotechnical report. The geotechnical report may include the following items:

- General site development and subgrade preparation recommendations;



- Estimated potential soil movements associated with collapsing, shrinking and swelling soils and methods to reduce these movements to acceptable levels;
- Recommendations for site excavation, fill compaction, and the use of on-site and imported fill material under pipelines;
- Recommendations for lift station pad preparation for ground supported slabs having a maximum movement potential, due to heave or settlement, of 1-inch;
- Recommendations for the design of foundations for supporting the proposed structures, which includes a mat foundation systems and below-grade wall systems;
- Seismic design site classification per the 2018 International Building Code; and
- Recommendations for proposed utility trenches including lateral earth pressure and groundwater considerations for the utility construction.

A pdf version of the geotechnical report will be prepared and submitted by email to the Client and design team. If requested by the Client, additional hard copies can be provided. The geotechnical report will be reviewed, signed, and sealed by a registered Professional Engineer.

SCHEDULE

Based on the site accessibility, drilling can commence within approximately 1 to 2 weeks after receipt of authorization to proceed, weather permitting. The final report will be provided within 3 to 4 weeks of written authorization. If desired, preliminary geotechnical design information can be provided to the design team once the laboratory testing and engineering analyses are complete.

Delays sometime occur due to adverse weather, utility clearance requirements, site clearing requirements for drill rig access, obtaining drilling permits, obtaining Right of Entries and other factors outside of PSI's control. In this event, PSI will communicate the nature of the delay and provide a revised schedule as soon as possible.

FEE

PSI proposes that the fee for performance of the scope of services be charged on a lump sum basis. Based on the scope of services provided in this proposal, the lump sum total fee will be

Project Item	Amount
Geotechnical Services and Report	\$7,200.00
Total Estimated Cost	\$7,200.00
Additional Items if requested	
Piezometer Well Installation at 20 ft Depth	\$800.00/each
Piezometer Well Installation at 25 ft Depth	\$850.00/each
Standpipe Piezometer Readings and Related Analysis (Monthly)	\$800.00/trip
Final Analysis Piezometer Report	\$2,000.00

Depending on the size of the project and project schedule, partial billing may be performed monthly based on Project Item progress to date prior to the completion of the final report.



The estimated fee is based on the boring locations being accessible to truck mounted drilling equipment and the client obtaining and providing permission for PSI to enter and access the site. If site conditions exist such that the use of a dozer or an All-Terrain Vehicle (ATV) is required to access the site, an additional charge may be necessary. Likewise, in the event clearing of trees or debris is necessary and performed by PSI, an additional fee will be necessary. In either event, the client will be notified prior to further action on the part of PSI. If PSI needs to subcontract clearing services, this can typically be performed for \$3,500/day (permitting not included). If PSI needs to subcontract private utility locating services to clear the proposed boring locations, this can typically be performed for \$1000.00/half day.

It should be noted that fees associated with locating private underground utilities, reviewing construction drawings, executing traffic control services, preparing construction specifications, attending special conferences, providing environmental consulting, and any other work requested after submittal of the report is not included in the proposed fee.

This proposal is valid for 30 calendar days, after which PSI reserves the right to modify the fees and/or schedule.

AUTHORIZATION

PSI will proceed with the work based on written authorization. The work will be performed pursuant to the attached General Conditions, enclosed and incorporated into this proposal.

Please sign and return one copy of this proposal. When returning the proposal, please complete the attached Project Data Sheet, and provide a scaled site plan so that PSI may best serve the project. By executing this authorization, permission is being provided for PSI to access the project site.

CLOSING

We at PSI appreciate the opportunity to offer professional services for this project and look forward to being part of the design team. If there are any questions, please feel free to contact us at your convenience.

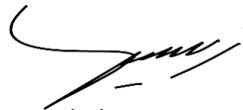
Respectfully submitted,

Professional Service Industries, Inc.

Texas Board of Professional Engineers Certificate of Registration # F003307



Dexter Bacon, P.E.
Chief Engineer
dexterbconsulting@gmail.com
dexter.bacon@intertek.com



Zaid Al-Omary
Graduate Engineer
zaid.alomary@intertek.com

Attachments: Proposal Authorization and Payment Instructions
Project Data Sheet
General Conditions



Proposal Authorization & Payment Instructions

Authorization

To execute this proposal, please sign and complete the authorization information below, along with applicable payment instructions, and return one copy of the authorized proposal to the PSI office.

_____		_____	
Authorized By (please print)		Signature	
_____		_____	
Title		Firm	

Address			

City	State	Zip Code	Telephone
_____	_____	_____	_____
Email Address	Date	Purchase Order No. / Project Tracking No. (if applicable)	
_____	_____	_____	

Payment Instructions

If invoice payment is to be made by a party other than the authorizing party above, please provide the following information for whom the invoices are to be billed:

_____		_____	
Firm		Attention	
_____		_____	
Address		Title	

City	State	Zip Code	Telephone
_____	_____	_____	_____

Authorizing Party's Relationship to Invoice Payment Party			

If invoices are to be approved other than by the payment party above, please provide the following information for whom the invoices are to be mailed for approval:

_____		_____	
Firm		Attention	
_____		_____	
Address		Title	

City	State	Zip Code	Telephone
_____	_____	_____	_____

Authorizing Party's Relationship to Invoice Approval Party			



Project Data Sheet

Please complete the following Project Data Sheet so that PSI may best serve your project.

Project Name

Architect

Project Manager

Phone Number

Structural Engineer

Project Manager

Phone Number

Civil Engineer

Project Manager

Phone Number

Construction Type

Plan Area

Number of Floors

Interior Column Spacing

Exterior Column Spacing

Exterior Column Load

Live

Dead

Interior Column Load

Live

Dead

Floor Slab Load

Slab-on-Grade

Basement/Depth

Will Elevation of site be raised by filling

How much?

Septic Tank

Storm Water Drainage

Pavement Type

Traffic Load

Traffic Type

Other pertinent Information/Subsurface Information



GENERAL CONDITIONS

1. **PARTIES AND SCOPE OF WORK:** Professional Service Industries Inc. ("PSI") shall include said company or its particular division, subsidiary or affiliate performing the work. "Work" means the specific service to be performed by PSI as set forth in PSI's proposal, Client's acceptance thereof and these General Conditions. Additional work ordered by Client shall also be subject to these General Conditions. "Client" refers to the person or business entity ordering the work to be done by PSI. If Client is ordering the work on behalf of another, Client represents and warrants that it is the duly authorized agent of said party for the purpose of ordering and directing said work. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the work ordered by the client is adequate and sufficient for Client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom Client transmits any part of PSI's work. PSI shall have no duty or obligation to any third party greater than that set forth in PSI's proposal, Client's acceptance thereof and these General Conditions. The ordering of work from PSI, or the reliance on any of PSI's work, shall constitute acceptance of the terms of PSI's proposal and these General Conditions, regardless of the terms of any subsequently issued document.
2. **TESTS AND INSPECTIONS:** Client shall cause all tests and inspections of the site, materials and work performed by PSI or others to be timely and properly performed in accordance with the plans, specifications and contract documents and PSI's recommendations. No claims for loss, damage or injury shall be brought against PSI by Client or any third party unless all tests and inspections have been so performed and unless PSI's recommendations have been followed. Client agrees to indemnify, defend and hold PSI, its officers, employees and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney's fees in the event that all such tests and inspections are not so performed or PSI's recommendations are not so followed.
3. **PREVAILING WAGES:** This proposal specifically excludes compliance with any project labor agreement, labor agreement, or other union or apprenticeship requirements. In addition, unless explicitly agreed to in the body of this proposal, this proposal specifically excludes compliance with any state or federal prevailing wage law or associated requirements, including the Davis Bacon Act. It is agreed that no applicable prevailing wage classification or wage rate has been provided to PSI, and that all wages and cost estimates contained herein are based solely upon standard, non-prevailing wage rates. Should it later be determined by the Owner or any applicable agency that in fact prevailing wage applies, then it is agreed that the contract value of this agreement shall be equitably adjusted to account for such changed circumstance. Client will reimburse, defend, indemnify and hold harmless PSI from and against any liability resulting from a subsequent determination that prevailing wage regulations cover the Project, including all costs, fines and attorney's fees.
4. **SCHEDULING OF WORK:** The services set forth in PSI's proposal and Client's acceptance will be accomplished by PSI personnel at the prices quoted. If PSI is required to delay commencement of the work or if, upon embarking upon its work, PSI is required to stop or interrupt the progress of its work as a result of changes in the scope of the work requested by Client, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the direct reasonable control of PSI, additional charges will be applicable and payable by Client.
5. **ACCESS TO SITE:** Client will arrange and provide such access to the site and work as is necessary for PSI to perform the work. PSI shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its work or the use of its equipment.
6. **CLIENT'S DUTY TO NOTIFY ENGINEER:** Client warrants that it has advised PSI of any known or suspected hazardous materials, utility lines and pollutants at any site at which PSI is to do work, and unless PSI has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits, Client agrees to defend, indemnify and save PSI harmless from all claims, suits, losses, costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to PSI's performance of its work and resulting to or caused by contact with subsurface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof were not revealed to PSI by Client.
7. **RESPONSIBILITY:** PSI's work shall not include determining, supervising or implementing the means, methods, techniques, sequences or procedures of construction. PSI shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare. PSI's work or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with the contract documents. Client agrees that it shall require subrogation to be waived against PSI and for PSI to be added as an Additional Insured on all policies of insurance, including any policies required of Client's contractors or subcontractors, covering any construction or development activities to be performed on the project site. PSI has no right or duty to stop the contractor's work.
8. **SAMPLE DISPOSAL:** Test specimens will be disposed immediately upon completion of the test. All drilling samples will be disposed sixty (60) days after submission of PSI's report.
9. **PAYMENT:** The quantities and fees provided in this proposal are PSI's estimate based on information provided by Client and PSI's experience on similar projects. The actual total amount due to PSI shall be based on the actual final quantities provided by PSI at the unit rates provided herein. Where Client directs or requests additional work beyond the contract price it will be deemed a change order and PSI will be paid according to the fee schedule. Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause in writing within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law), until paid. Client agrees to pay PSI's cost of collection of all amounts due and unpaid after thirty (30) days, including court costs and reasonable attorney's fees. PSI shall not be bound by any provision or agreement requiring or providing for arbitration of disputes or controversies arising out of this agreement, any provision wherein PSI waives any rights to a mechanics' lien, or any provision conditioning PSI's right to receive payment for its work upon payment to Client by any third party. These General Conditions are notice, where required, that PSI shall file a lien whenever necessary to collect past due amounts. Failure to make payment within 30 days of invoice shall constitute a release of PSI from any and all claims which Client may have, whether in tort, contract or otherwise, and whether known or unknown at the time.

GENERAL CONDITIONS

10. **ALLOCATION OF RISK:** CLIENT AGREES THAT PSI'S SERVICES WILL NOT SUBJECT PSI'S INDIVIDUAL EMPLOYEES, OFFICERS OR DIRECTORS TO ANY PERSONAL LIABILITY, AND THAT NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, CLIENT AGREES THAT ITS SOLE AND EXCLUSIVE REMEDY SHALL BE TO DIRECT OR ASSERT ANY CLAIM, DEMAND, OR SUIT ONLY AGAINST PSI.
- SHOULD PSI OR ANY OF ITS EMPLOYEES BE FOUND TO HAVE BEEN NEGLIGENT IN THE PERFORMANCE OF ITS WORK, OR TO HAVE MADE AND BREACHED ANY EXPRESS OR IMPLIED WARRANTY, REPRESENTATION OR CONTRACT, CLIENT, ALL PARTIES CLAIMING THROUGH CLIENT AND ALL PARTIES CLAIMING TO HAVE IN ANY WAY RELIED UPON PSI'S WORK AGREE THAT THE MAXIMUM AGGREGATE AMOUNT OF THE LIABILITY OF PSI, ITS OFFICERS, EMPLOYEES AND AGENTS SHALL BE LIMITED TO \$25,000.00 OR THE TOTAL AMOUNT OF THE FEE PAID TO PSI FOR ITS WORK PERFORMED ON THE PROJECT, WHICHEVER AMOUNT IS GREATER. IN THE EVENT CLIENT IS UNWILLING OR UNABLE TO LIMIT PSI'S LIABILITY IN ACCORDANCE WITH THE PROVISIONS SET FORTH IN THIS PARAGRAPH, CLIENT MAY, UPON WRITTEN REQUEST OF CLIENT RECEIVED WITHIN FIVE DAYS OF CLIENT'S ACCEPTANCE HEREOF, INCREASE THE LIMIT OF PSI'S LIABILITY TO \$250,000.00 OR THE AMOUNT OF PSI'S FEE PAID TO PSI FOR ITS WORK ON THE PROJECT, WHICHEVER IS THE GREATER, BY AGREEING TO PAY PSI A SUM EQUIVALENT TO AN ADDITIONAL AMOUNT OF 5% OF THE TOTAL FEE TO BE CHARGED FOR PSI'S SERVICES. THIS CHARGE IS NOT TO BE CONSTRUED AS BEING A CHARGE FOR INSURANCE OF ANY TYPE, BUT IS INCREASED CONSIDERATION FOR THE GREATER LIABILITY INVOLVED. IN ANY EVENT, ATTORNEY'S FEES EXPENDED BY PSI IN CONNECTION WITH ANY CLAIM SHALL REDUCE THE AMOUNT AVAILABLE, AND ONLY ONE SUCH AMOUNT WILL APPLY TO ANY PROJECT.
- NEITHER PARTY SHALL BE LIABLE TO THE OTHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND BREACH OF STATUTORY DUTY) OR OTHERWISE FOR LOSS OF PROFIT (WHETHER DIRECT OR INDIRECT) OR FOR ANY INDIRECT, CONSEQUENTIAL, PUNITIVE, OR SPECIAL LOSS OR DAMAGE, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, REVENUE, BUSINESS, OR ANTICIPATED SAVINGS (EVEN WHEN ADVISED OF THEIR POSSIBILITY).
- NO ACTION OR CLAIM, WHETHER IN TORT, CONTRACT, OR OTHERWISE, MAY BE BROUGHT AGAINST PSI, ARISING FROM OR RELATED TO PSI'S WORK, MORE THAN TWO YEARS AFTER THE CESSATION OF PSI'S WORK HEREUNDER, REGARDLESS OF THE DATE OF DISCOVERY OF SUCH CLAIM.
11. **INDEMNITY:** Subject to the above limitations, PSI agrees not to defend but to indemnify and hold Client harmless from and against any and all claims, suits, costs and expenses including reasonable attorney's fees and court costs to the extent arising out of PSI's negligence as finally determined by a court of law. Client shall provide the same protection to the extent of its negligence. In the event that Client or Client's principal shall bring any suit, cause of action, claim or counterclaim against PSI, the Client and the party initiating such action shall pay to PSI the costs and expenses incurred by PSI to investigate, answer and defend it, including reasonable attorney's and witness fees and court costs to the extent that PSI shall prevail in such suit.
12. **TERMINATION:** This Agreement may be terminated by either party upon seven days' prior written notice. In the event of termination, PSI shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses.
13. **EMPLOYEES/WITNESS FEES:** PSI's employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay PSI's legal expenses, administrative costs and fees pursuant to PSI's then current fee schedule for PSI to respond to any subpoena. For a period of one year after the completion of any work performed under this agreement, Client agrees not to solicit, recruit, or hire any PSI employee or person who has been employed by PSI within the previous twelve months. In the event Client desires to hire such an individual, Client agrees that it shall seek the written consent of PSI, and shall pay PSI an amount equal to one-half of the employee's annualized salary, without PSI waiving other remedies it may have.
14. **FIDUCIARY:** PSI is not a financial advisor, does not provide financial advice or analysis of any kind, and nothing in our reports can create a fiduciary relationship between PSI and any other party.
15. **RECORDING:** Photographs or video recordings of the Client's own project may be taken by and used for the Client's own internal purposes. Photographs or video recordings may not be used for marketing or publicity, or distributed to a third party or otherwise published without PSI's prior review and consent in writing. Taking photographs of other Clients' samples, test setups, or facilities, or recording in any manner any test specimen other than the test specimen related to the Client's project is prohibited; and the Client agrees to hold in strict confidence and not use any proprietary information disclosed either advertently or inadvertently. The Client shall defend, hold harmless, and indemnify PSI for any breach of this clause.
16. **CHOICE OF LAW AND EXCLUSIVE VENUE:** All claims or disputes arising or relating to this agreement shall be governed by, construed, and enforced in accordance with the laws of Illinois. The exclusive venue for all actions or proceedings arising in connection with this agreement shall be either the Circuit Court in Cook County, Illinois, or the Federal Court for the Northern District of Illinois.
17. **PROVISIONS SEVERABLE:** The parties have entered into this agreement in good faith, and it is the specific intent of the parties that the terms of these General Conditions be enforced as written. In the event any of the provisions of these General Conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.
18. **ENTIRE AGREEMENT:** This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.



Proposal Number: 0633-423590REV
June 5, 2024

Professional Service Industries, Inc.
1909 10th Street, Suite 100, Plano, Texas 75074
Tel: +1 469 814 0687

Rey Gonzalez, P.E.
Vice President/Senior Project Manager
Huitt-Zollars, Inc.
9600 N. MoPac Expressway, Suite 420
Austin, TX 78759
Phone: 512.231.1119 x10409
rg@Huitt-Zollars.com

Re: **Proposal for Environmental Consulting Services**
Bohls Place Wastewater Interceptor
City of Pflugerville
Pflugerville, TX

Dear Mr. Gonzalez:

Professional Service Industries, Inc. (PSI), an Intertek company, is pleased to submit this proposal for a National Environmental Policy Act (NEPA) Review and Phase I Environmental Site Assessment (ESA). Please note that the Phase I ESA meets the requirements of a Preliminary Environmental Review (PER) as detailed below. These services are required for Federal compliance funding under the U.S. Environmental Protection Agency (EPA) Water Infrastructure Finance and Innovation Act (WIFIA) Program.

PROJECT INFORMATION AND BACKGROUND

PSI understands that the subject property is comprised of six land parcels, which are owned by four individual land-owners (four) and the City of Pflugerville (2). The client will obtain access for these parcels prior to PSI performing a site visit.

Based on PSI's review of the Preliminary ER requirements, the guidance appears to be under the U.S. Department of Interior Office of Environmental Policy & Compliance (OPEC) Preliminary Environmental Assessment (PA-ESA), dated October 12, 2016. Please note that the PA-EA references the former ASTM Standard (E1527-13), which was recognized by the EPA until February 13, 2024 and is no longer recognized by the EPA as satisfying the All Appropriate Inquiry Rule (AAI) to support a defense to CERCLA (Comprehensive Environmental Response, Compensation, and Liability Act) liability. As such, PSI proposes to follow the current ASTM standard (E1527-21) for the Phase I ESA and follow the guidance for the EPA WIFIA Program.

PSI was provided a Master Plan Graphic and an aerial photograph showing the property area. Based on review of the provided information, PSI understands that the area to be assessed is located along an approximately 15 feet wide right-of-way (ROW) for a wastewater line that will extend from a lift station in a residential neighborhood cul-de-sac (Parcel 506161) to the east through a detention pond, vacant agricultural land, and across a creek. The linear line appears to be approximately 2,230 feet long from west to east.





Presented below is a review of provided project information, the proposed scope of services, requested services, information about User responsibilities, our proposed schedule, and fee.

PURPOSE OF SERVICES

PSI understands that a Phase I ESA with an Environmental Lien and Activity/Use Limitation (AUL) is required performed is to satisfy one of the requirements to qualify for the innocent landowner, contiguous property owner, or bona fide prospective purchaser limitations (hereinafter called the landowner liability protections or LLPs) in the CERCLA for Pre-Acquisition ESA. The purpose of the EPA WIFIA Program (November 2022) is to identify potential environmental impacts prior to obtaining funding.

The scope of services presented below is intended to satisfy this purpose.

ER (PHASE I ESA AND ENVIRONMENTAL LIEN/AUL SCOPE OF SERVICES)

PSI proposes to perform the Phase I ESA in general accordance with ASTM E1527-21 *Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process* (ASTM E1527-21).

PSI will perform the assessment under the supervision of an environmental professional (EP) as defined in 40 Code of Federal Regulations (CFR) 312.10. The scope of services generally will include:

- Regulatory records review;
- Historical records review;
- Site reconnaissance;
- Interviews;
- Vapor Encroachment Screen (VES) in general accordance with ASTM E2600-22;
- Environmental lien and AUL for six parcels for title records between 1980 and the present; and
- Preparation of a written report.

The ASTM standard and All Appropriate Inquiry (AAI) Rule require that a search be performed to identify environmental liens or activity use limitations (AULs) that are recorded against the subject property. This search is typically on a per parcel basis. You may engage a title company to perform the search for each subject property parcel and report the results to PSI, or we can arrange to conduct the search for each subject property parcel on your behalf. Please note on the Project Authorization and Payment Instructions This proposal includes a fee of \$1,200 for PSI to obtain the environmental lien/AUL search of the six parcels from a third-party. If additional parcels are added, the fee per parcel is \$200 each.

The NEPA and various environmental crosscutting authorities fall under the Environmental Authorities listed in the WIFIA regulations at 40 CFR Part 35 Subpart Q.

The NEPA of 1969, 42 U.S.C. § 4321, *et seq.* mandates that federal agencies consider the effects of their actions, including programs, regulations, policies, and grant-funded specific projects, on the quality of the human environment. The issuance of a loan under the WIFIA program constitutes an action that triggers an environmental review of the project scope covered by the loan. The status of NEPA determinations for WIFIA's loans is listed on the [WIFIA closed loan web page](#) under the environmental review status column.

Prior to issuing a loan, the WIFIA program must review the environmental impacts of the project and make



an independent determination under NEPA. The Council of Environmental Quality has established NEPA implementing regulations at 40 CFR part 1500 for meeting these requirements and the WIFIA program is guided by EPA's implementing regulations at 40 CFR Part 6. The WIFIA program's ER considers project impacts and mitigation measures across various environmental crosscutting authorities, including but not limited to:

- Archaeological and Historic Preservation Act, as amended (54 U.S.C. §§ 312501-312508)
- Archaeological Resources Protection Act (16 U.S.C. § 470AA-MM)
- Bald and Golden Eagle Protection Act (16 U.S.C. §§ 668-668C)
- Cleans Water Act (Section 404)
- Clean Air Act Conformity (42 U.S.C. § 7506(C))
- Coastal Zone Management Act (16 U.S.C. §§ 1451-1466)
- Coastal Barrier Resources Act (16 U.S.C. §§ 3501-3510)
- Endangered Species Act (16 U.S.C. §§ 1531-1599)
- Environmental Justice (Executive Order 12898)
- Essential Fish Habitat Consultation Process under the Magnuson-Stevens Fishery Conservation and Management Act (16 U.S.C. §§ 1801-1891)
- Farmland Protection Policy Act (7 U.S.C. §§ 4201-4209)
- Fish and Wildlife Coordination Act (16 U.S.C. § 661, *et seq.*)
- Flood Plain Management (Executive Order 11988, as amended by Executive Order 12148)
- Marine Mammal Protection Act (16 U.S.C. §§ 1361-1407)
- Migratory Bird Treaty Act (16 U.S.C. §§ 703-712)
- National Historic Preservation Act (NHPA), as amended (54 U.S.C. § 300101, *et seq.*)
- Native American Graves Protection and Repatriation Act (25 U.S.C. § 3001, *et seq.*)
- Protection of Wetlands (Executive Order 11990, as amended by Executive Order 12608)
- Rivers and Harbors Act (Section 10)
- Safe Drinking Water Act (42 U.S.C. § 300F-300J-26)
- Wild and Scenic Rivers Act (16 U.S.C. §§ 1271-1287)
- Wilderness Act (16 U.S.C. § 1131, *et seq.*)

The list of items above was obtained from the EPA WIFIA Program Borrower Guide to Federal Requirements (November 2022) document. PSI is not aware of additional NEPA items. If there are additional NEPA ER items not listed herein, the client is required to provide those items to PSI. A site visit by a qualified person in habitats may conduct a site visit for use verification. A certified Archaeologist will review available documents online for some of these items. Otherwise, the NEPA list is considered to be a Desktop Environmental Review without a required site visit.

YOUR RESPONSIBILITIES

ASTM E1527-21 and E2600-22 make it your responsibility as the user of the Phase I ESA to conduct the inquiries and provide information (if available) to PSI. We have attached an **ESA User Questionnaire** to assist you in providing this information. We understand that you may have only limited knowledge of the property, but please complete the questionnaire to the best of your ability, given your current knowledge of the property. PSI also asks that you complete the attached **Contact Information** sheet.



REPORTING

PSI will prepare two Final reports of our findings and provide an electronic (.pdf format) copy; one for the Phase I ESA with Environmental Lien/AUL and one for the NEPA items. Unless specifically requested on the attached Proposal Authorization & Payment Instructions Form, recommendations will be included in the reports. Hardcopy reports can be provided upon request at an additional fee listed below.

THIRD PARTY RELIANCE

The report will be provided for reliance by **Huitt-Zollars, Inc.** If other parties are to rely on the reports, please provide that information to PSI on the Proposal Authorization and Payment Instructions page, or in writing prior to PSI's issuance of the report.

Third party reliance letters may be issued upon request. All third parties relying on PSI's reports, by such reliance, agree to be bound by this proposal and PSI's General Conditions. No reliance by any party is permitted without such agreement, regardless of the content of the reliance letter itself.

SCHEDULE

PSI proposes to deliver the Phase I ESA with Environmental Lien/AUL report within **15 business days** of client authorization and with access onto the property. PSI proposes to deliver the NEPA report within approximately **60 business days (estimate)** of client authorization and with access onto the property. Note: In the past, several of the NEPA items listed above require approximately 30 day review process if not more.

FEES

The following is proposed for the Phase I ESA and six parcels for the Environmental Lien/AUL search and NEPA item list.

- | | |
|---|-------------------|
| • ER (Phase I ESA) | \$2,400.00 |
| • Environmental Lien/AUL (six land parcels) | \$1,200.00 |
| • NEPA including the tri-color bat, an opinion on likelihood occurrence | \$7,500.00 |

PROJECT TOTAL \$11,100.00

Please note that the following efforts are not included in this price:

- Fees for Findings of No Significant Impact (FONSI) notices, if required;
- Fees for additional Federal searches, if any, are not included in this proposal;
- Expedited report preparation fees (if desired, please see options provided below);
- Draft report submittal cycles;
- Consultation (beyond clarifications of information presented in the Phase I ESA report);
- In-process report edits needed to incorporate required information not provided at the inception of the project or after the report issuance;
- Extraordinary or additional research that is requested after the report is delivered and/or to address data gaps;
- File review requiring travel to a regulatory agency or depository of information that is not local to the PSI assessor's office or the subject property;



- Review of voluminous prior reports or regulatory file documents, whether they may be relevant or not;
- Payment of fees charged by regulatory agencies for file-copying services, or processing of Freedom of Information Act (FOIA) or equivalent requests.

Due to the need to collect records and historical data from multiple governmental and private resources, our standard turnaround for a Phase I ESA is typically approximately fifteen business days. It should be noted that, in some cases, it might not be possible to obtain all the required records within the project time frame. In these cases, we will note and evaluate the data gap in our report and, if an evaluation of the received data appears to alter the findings, conclusions and/or recommendations of the report, we will deliver the additional data in the form of an addendum to the report. Due to the increased costs, we will charge an additional fee for RUSH delivery of the report as listed under Optional Items for Additional fees.

Please indicate whether an expedited report delivery is required by checking the appropriate box on the Proposal Authorization and Payment Instructions page.

Any other additional work will be conducted on a time and materials basis in accordance with the following unit rates:

- Chief/Regional Scientist or Engineer, per hour \$200.00
- Principal Consultant, per hour \$160.00
- Senior Personnel, per hour \$150.00
- Project Personnel, per hour \$125.00
- Staff Personnel, per hour \$100.00
- Clerical Personnel, per hour \$50.00
- Mileage, per mile \$0.95
- Report Hardcopies, each \$500.00
- Environmental Lien/AUL search, each parcel \$200.00

PSI will not perform any additional services until written approval from the client has been received.

This proposal is valid for 30 calendar days, after which PSI reserves the right to modify the fees and/or schedule.

AUTHORIZATION

To authorize our services, please sign and complete the attached Proposal Authorization & Payment Instructions form and return one complete copy of the authorized proposal to our office. We will proceed with the work upon receipt of proposal authorization. PSI will perform the work in accordance with the attached General Conditions, which are incorporated into and made a part of this proposal.



CLOSING

Please call with any questions you may have, or if PSI can be of additional service. We look forward to working with you on this and future projects.

Respectfully Submitted,
PROFESSIONAL SERVICE INDUSTRIES, INC.

A handwritten signature in purple ink that reads "Brian Reeser".

Brian Reeser
Department Manager Environmental Services

A handwritten signature in blue ink that reads "Vicki B. Lewis".

Vicki B. Lewis, LEP, REPA
Principal Consultant

Attachments: Proposal Authorization & Payment Instructions
 PSI General Conditions
 Services Flyer



ATTACHMENTS



PROPOSAL AUTHORIZATION & PAYMENT INSTRUCTIONS

Authorization

To execute this proposal, please sign and complete the authorization information below along with applicable payment instructions, and return one copy of the authorized proposal to our office.

_____		_____	
Authorized By (please print)		Signature	
_____		_____	
Title		Firm	

Address			
_____		_____	
City	State	Zip Code	Telephone
_____		_____	
Date		Purchase Order No. / Project Tracking No. (if applicable)	

Payment Instructions

If invoice payment is to be made by a party other than the authorizing party above, please provide the following information for whom the invoices are to be billed:

_____		_____	
Firm		Attention	
_____		_____	
Address		Title	
_____		_____	
City	State	Zip Code	Telephone

Authorizing Party's Relationship to Invoice Payment Party			



CONTACT INFORMATION SHEET

Please provide contact information for the parties below (if known) and return to PSI along with the signed and completed Proposal Authorization & Payment Instructions and User Questionnaire.

PRIMARY USER CONTACT

 Name

 Address

 City/State/Zip

 Phone

SECONDARY USER CONTACT (if any)

 Name

 Address

 City/State/Zip

 Phone

CURRENT OWNER

 Name

 Address

 City/State/Zip

 Phone

KEY SITE MANAGER

 Name

 Address

 City/State/Zip

 Phone

CURRENT FACILITY OPERATOR

 Name

 Address

 City/State/Zip

 Phone

PAST OWNER OR OPERATOR

 Name

 Address

 City/State/Zip

 Phone

OTHER PARTIES LIKELY TO HAVE MATERIAL INFORMATION REGARDING PROPERTY OR VES

 Name

 Address

 City/State/Zip

 Phone

 Name

 Address

 City/State/Zip

 Phone



GENERAL CONDITIONS

1. **PARTIES AND SCOPE OF WORK:** Professional Service Industries Inc. ("PSI") shall include said company or its particular division, subsidiary or affiliate performing the work. "Work" means the specific service to be performed by PSI as set forth in PSI's proposal, Client's acceptance thereof and these General Conditions. Additional work ordered by Client shall also be subject to these General Conditions. "Client" refers to the person or business entity ordering the work to be done by PSI. If Client is ordering the work on behalf of another, Client represents and warrants that it is the duly authorized agent of said party for the purpose of ordering and directing said work. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the work ordered by the client is adequate and sufficient for Client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom Client transmits any part of PSI's work. PSI shall have no duty or obligation to any third party greater than that set forth in PSI's proposal, Client's acceptance thereof and these General Conditions. The ordering of work from PSI, or the reliance on any of PSI's work, shall constitute acceptance of the terms of PSI's proposal and these General Conditions, regardless of the terms of any subsequently issued document.
2. **TESTS AND INSPECTIONS:** Client shall cause all tests and inspections of the site, materials and work performed by PSI or others to be timely and properly performed in accordance with the plans, specifications and contract documents and PSI's recommendations. No claims for loss, damage or injury shall be brought against PSI by Client or any third party unless all tests and inspections have been so performed and unless PSI's recommendations have been followed. Client agrees to indemnify, defend and hold PSI, its officers, employees and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney's fees in the event that all such tests and inspections are not so performed or PSI's recommendations are not so followed.
3. **PREVAILING WAGES:** This proposal specifically excludes compliance with any project labor agreement, labor agreement, or other union or apprenticeship requirements. In addition, unless explicitly agreed to in the body of this proposal, this proposal specifically excludes compliance with any state or federal prevailing wage law or associated requirements, including the Davis Bacon Act. It is agreed that no applicable prevailing wage classification or wage rate has been provided to PSI, and that all wages and cost estimates contained herein are based solely upon standard, non-prevailing wage rates. Should it later be determined by the Owner or any applicable agency that in fact prevailing wage applies, then it is agreed that the contract value of this agreement shall be equitably adjusted to account for such changed circumstance. Client will reimburse, defend, indemnify and hold harmless PSI from and against any liability resulting from a subsequent determination that prevailing wage regulations cover the Project, including all costs, fines and attorney's fees.
4. **SCHEDULING OF WORK:** The services set forth in PSI's proposal and Client's acceptance will be accomplished by PSI personnel at the prices quoted. If PSI is required to delay commencement of the work or if, upon embarking upon its work, PSI is required to stop or interrupt the progress of its work as a result of changes in the scope of the work requested by Client, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the direct reasonable control of PSI, additional charges will be applicable and payable by Client.
5. **ACCESS TO SITE:** Client will arrange and provide such access to the site and work as is necessary for PSI to perform the work. PSI shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its work or the use of its equipment.
6. **CLIENT'S DUTY TO NOTIFY ENGINEER:** Client warrants that it has advised PSI of any known or suspected hazardous materials, utility lines and pollutants at any site at which PSI is to do work, and unless PSI has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits, Client agrees to defend, indemnify and save PSI harmless from all claims, suits, losses, costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to PSI's performance of its work and resulting to or caused by contact with subsurface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof were not revealed to PSI by Client.
7. **RESPONSIBILITY:** PSI's work shall not include determining, supervising or implementing the means, methods, techniques, sequences or procedures of construction. PSI shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare. PSI's work or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with the contract documents. Client agrees that it shall require subrogation to be waived against PSI and for PSI to be added as an Additional Insured on all policies of insurance, including any policies required of Client's contractors or subcontractors, covering any construction or development activities to be performed on the project site. PSI has no right or duty to stop the contractor's work.
8. **SAMPLE DISPOSAL:** Test specimens will be disposed immediately upon completion of the test. All drilling samples will be disposed sixty (60) days after submission of PSI's report.
9. **PAYMENT:** The quantities and fees provided in this proposal are PSI's estimate based on information provided by Client and PSI's experience on similar projects. The actual total amount due to PSI shall be based on the actual final quantities provided by PSI at the unit rates provided herein. Where Client directs or requests additional work beyond the contract price it will be deemed a change order and PSI will be paid according to the fee schedule. Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause in writing within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law), until paid. Client agrees to pay PSI's cost of collection of all amounts due and unpaid after thirty (30) days, including court costs and reasonable attorney's fees. PSI shall not be bound by any provision or agreement requiring or providing for arbitration of disputes or controversies arising out of this agreement, any provision wherein PSI waives any rights to a mechanics' lien, or any provision conditioning PSI's right to receive payment for its work upon payment to Client by any third party. These General Conditions are notice, where required, that PSI shall file a lien whenever necessary to collect past due amounts. Failure to make payment within 30 days of invoice shall constitute a release of PSI from any and all claims which Client may have, whether in tort, contract or otherwise, and whether known or unknown at the time.



GENERAL CONDITIONS

10. **ALLOCATION OF RISK:** CLIENT AGREES THAT PSI'S SERVICES WILL NOT SUBJECT PSI'S INDIVIDUAL EMPLOYEES, OFFICERS OR DIRECTORS TO ANY PERSONAL LIABILITY, AND THAT NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, CLIENT AGREES THAT ITS SOLE AND EXCLUSIVE REMEDY SHALL BE TO DIRECT OR ASSERT ANY CLAIM, DEMAND, OR SUIT ONLY AGAINST PSI.

SHOULD PSI OR ANY OF ITS EMPLOYEES BE FOUND TO HAVE BEEN NEGLIGENT IN THE PERFORMANCE OF ITS WORK, OR TO HAVE MADE AND BREACHED ANY EXPRESS OR IMPLIED WARRANTY, REPRESENTATION OR CONTRACT, CLIENT, ALL PARTIES CLAIMING THROUGH CLIENT AND ALL PARTIES CLAIMING TO HAVE IN ANY WAY RELIED UPON PSI'S WORK AGREE THAT THE MAXIMUM AGGREGATE AMOUNT OF THE LIABILITY OF PSI, ITS OFFICERS, EMPLOYEES AND AGENTS SHALL BE LIMITED TO \$25,000.00 OR THE TOTAL AMOUNT OF THE FEE PAID TO PSI FOR ITS WORK PERFORMED ON THE PROJECT, WHICHEVER AMOUNT IS GREATER. IN THE EVENT CLIENT IS UNWILLING OR UNABLE TO LIMIT PSI'S LIABILITY IN ACCORDANCE WITH THE PROVISIONS SET FORTH IN THIS PARAGRAPH, CLIENT MAY, UPON WRITTEN REQUEST OF CLIENT RECEIVED WITHIN FIVE DAYS OF CLIENT'S ACCEPTANCE HEREOF, INCREASE THE LIMIT OF PSI'S LIABILITY TO \$250,000.00 OR THE AMOUNT OF PSI'S FEE PAID TO PSI FOR ITS WORK ON THE PROJECT, WHICHEVER IS THE GREATER, BY AGREEING TO PAY PSI A SUM EQUIVALENT TO AN ADDITIONAL AMOUNT OF 5% OF THE TOTAL FEE TO BE CHARGED FOR PSI'S SERVICES. THIS CHARGE IS NOT TO BE CONSTRUED AS BEING A CHARGE FOR INSURANCE OF ANY TYPE, BUT IS INCREASED CONSIDERATION FOR THE GREATER LIABILITY INVOLVED. IN ANY EVENT, ATTORNEY'S FEES EXPENDED BY PSI IN CONNECTION WITH ANY CLAIM SHALL REDUCE THE AMOUNT AVAILABLE, AND ONLY ONE SUCH AMOUNT WILL APPLY TO ANY PROJECT.

NEITHER PARTY SHALL BE LIABLE TO THE OTHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND BREACH OF STATUTORY DUTY) OR OTHERWISE FOR LOSS OF PROFIT (WHETHER DIRECT OR INDIRECT) OR FOR ANY INDIRECT, CONSEQUENTIAL, PUNITIVE, OR SPECIAL LOSS OR DAMAGE, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, REVENUE, BUSINESS, OR ANTICIPATED SAVINGS (EVEN WHEN ADVISED OF THEIR POSSIBILITY).

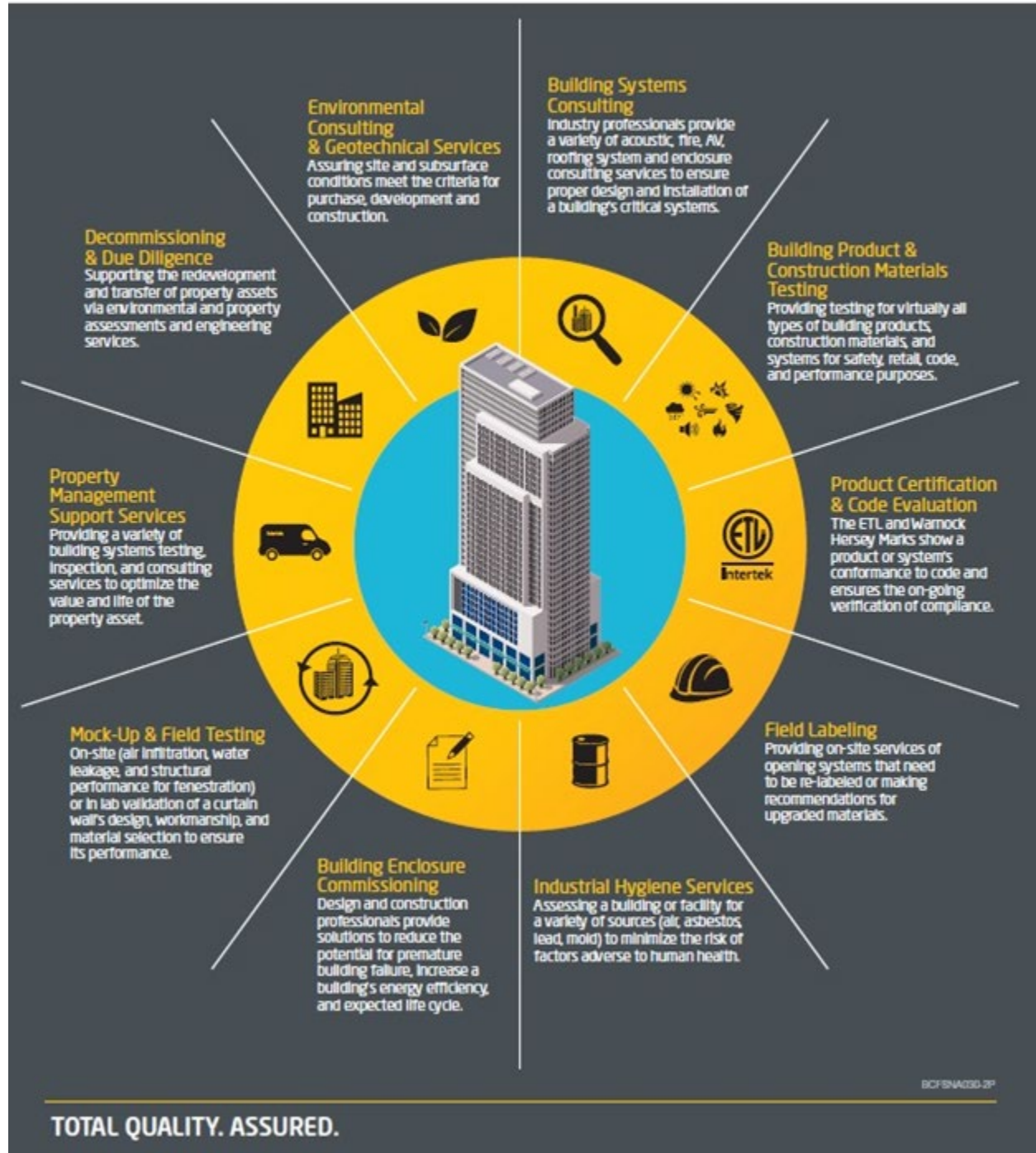
NO ACTION OR CLAIM, WHETHER IN TORT, CONTRACT, OR OTHERWISE, MAY BE BROUGHT AGAINST PSI ARISING FROM OR RELATED TO PSI'S WORK, MORE THAN TWO YEARS AFTER THE CESSATION OF PSI'S WORK HEREUNDER, REGARDLESS OF THE DATE OF DISCOVERY OF SUCH CLAIM.

11. **INDEMNITY:** Subject to the above limitations, PSI agrees not to defend but to indemnify and hold Client harmless from and against any and all claims, suits, costs and expenses including reasonable attorney's fees and court costs to the extent arising out of PSI's negligence as finally determined by a court of law. Client shall provide the same protection to the extent of its negligence. In the event that Client or Client's principal shall bring any suit, cause of action, claim or counterclaim against PSI, the Client and the party initiating such action shall pay to PSI the costs and expenses incurred by PSI to investigate, answer and defend it, including reasonable attorney's and witness fees and court costs to the extent that PSI shall prevail in such suit.
12. **TERMINATION:** This Agreement may be terminated by either party upon seven days' prior written notice. In the event of termination, PSI shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses.
13. **EMPLOYEES/WITNESS FEES:** PSI's employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay PSI's legal expenses, administrative costs and fees pursuant to PSI's then current fee schedule for PSI to respond to any subpoena. For a period of one year after the completion of any work performed under this agreement, Client agrees not to solicit, recruit, or hire any PSI employee or person who has been employed by PSI within the previous twelve months. In the event Client desires to hire such an individual, Client agrees that it shall seek the written consent of PSI, and shall pay PSI an amount equal to one-half of the employee's annualized salary, without PSI waiving other remedies it may have.
14. **FIDUCIARY:** PSI is not a financial advisor, does not provide financial advice or analysis of any kind, and nothing in our reports can create a fiduciary relationship between PSI and any other party.
15. **RECORDING:** Photographs or video recordings of the Client's own project may be taken by and used for the Client's own internal purposes. Photographs or video recordings may not be used for marketing or publicity, or distributed to a third party or otherwise published without PSI's prior review and consent in writing. Taking photographs of other Clients' samples, test setups, or facilities, or recording in any manner any test specimen other than the test specimen related to the Client's project is prohibited; and the Client agrees to hold in strict confidence and not use any proprietary information disclosed either advertently or inadvertently. The Client shall defend, hold harmless, and indemnify PSI for any breach of this clause.
16. **CHOICE OF LAW AND EXCLUSIVE VENUE:** All claims or disputes arising or relating to this agreement shall be governed by, construed, and enforced in accordance with the laws of Illinois. The exclusive venue for all actions or proceedings arising in connection with this agreement shall be either the Circuit Court in Cook County, Illinois, or the Federal Court for the Northern District of Illinois.
17. **PROVISIONS SEVERABLE:** The parties have entered into this agreement in good faith, and it is the specific intent of the parties that the terms of these General Conditions be enforced as written. In the event any of the provisions of these General Conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.
18. **ENTIRE AGREEMENT:** This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.



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