

**PROFESSIONAL SERVICES AGREEMENT
FOR
12-inch Looping Improvements in Central Pressure Zone**

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 Binkley & Barfield, 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. The terms and conditions of this Agreement shall control in the event of a conflict with any terms and conditions set forth therein.

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

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

IV. COMPENSATION TO CONSULTANT

4.1 In consideration of Consultant's performance in a satisfactory and efficient manner, as determined solely by City Manager, of all services and activities set forth in this Agreement, City agrees to pay Consultant an amount not to exceed Six hundred fifty-two thousand, one hundred sixty-six dollars and zero cents (\$652,166.00) as total compensation, to be paid to Consultant as further detailed in Attachment A.

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

4.3 Final acceptance of work products and services require written approval by City. 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: Brandon Pritchett
Public Utility Director
P.O Box 589
Pflugerville, Texas 78660

If intended for Consultant, to: Binkley & Barfield, Inc.
Attn: Steve Albert, PE, CFM
1710 Seamist Drive
Houston, Texas 77008

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

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

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

City of Pflugerville

Insurance Requirements

Consultant performing work on City property or public right-of-way for the City of Pflugerville shall provide the City a certificate of insurance evidencing the coverage provisions identified herein. Consultant shall provide the City evidence that all subcontractors performing work on the project have the same types and amounts of coverage as required herein or that the subcontractors

are included under the contractor's policy. The City, at its own discretion, may require a certified copy of the policy.

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

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

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

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

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

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

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

- Name the City, its officers, officials, employees, volunteers, and elected representatives as ***additional insured by endorsement under terms satisfactory to the City***, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;
- Provide for an endorsement that the "other insurance" clause shall not apply to the City of Pflugerville where the City is an additional insured shown on the policy;
- Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City.
- Provide thirty (30) calendar days advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

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

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

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

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

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

9.11 Consultant and any of its Subcontractors are responsible for all damage to their own

equipment and/or property.

X. INDEMNIFICATION

10.1 CONSULTANT covenants and agrees to INDEMNIFY and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, or liability for damages 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: Raba Kistner, Inc., Baseline Corporation. 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**

Binkley & Barfield, Inc.

(Signature)



(Signature)

Printed Name: Sereniah Breland

Printed Name: Steve Albert, PE, CFM

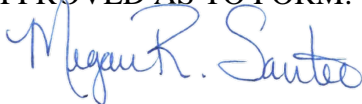
Title: City Manager

Title: Vice President - Infrastructure

Date: _____

Date: 6/18/2024

APPROVED AS TO FORM:



Charles E. Zech
City Attorney

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

June 12, 2024

Via: E-Mail

Brandon Pritchett
City of Pflugerville
Public Utility Director
15500 Sun Light Near Way, #B
Pflugerville, TX 78660

**Re: City of Pflugerville - RFQ #24-002
12-inch Looping Improvements in Central Pressure Zone**

Dear Mr. Pritchett:

Binkley & Barfield | DCCM (Engineer) is pleased to present our proposal to provide professional engineering services for the referenced project to the City of Pflugerville (City). The Scope of Services is outlined below.

Basic Services

Design, Bid, and Limited Construction Phase Services shall be by Attachment A – Scope of Services, Basic Services. Engineering services will include preliminary engineering (evaluation and alignment recommendations), final design, and bid phase services for a 12-inch water line totaling about 14,600 linear feet.

The proposed route extends from the intersection of Pleasanton Parkway and Weiss Lane south to Weiss Lane and East Pecan Street, from there, it runs east on Pecan Street and continues east along Cameron Road. At the edge of 1849 Park, it extends north along the proposed Melber Lane and ends at Pleasanton Parkway.

The Engineer shall prepare the water line plans at 1:20 horizontal and 1:2 vertical scales. The City shall provide the construction contract and front-end documents and the Technical Specifications to the Engineer.

Special Services

Special Services shall be per Attachment A—Scope of Engineering Services, Special Services. The Special Services to be performed by the Engineer are listed below.

1. Geotechnical Engineering
2. Environmental Evaluation
3. Topographic Surveying
4. Subsurface Utility Engineering (SUE)

The City will provide the following documents and information to assist the Engineer in the design effort.

1. The latest construction plans for public projects and private development projects within the project area which may impact the project, if available.
2. Tie-in location record drawings and CADD files, if available.
3. Water line easement and temporary construction easement acquisitions, as required.

The Engineer proposes to perform the Basic Services of Preliminary Engineering, Final Design, and Bid Phase Services on a time and materials basis not to exceed the fees outlined below. Fees are billable monthly based on the percentage of work completed. A Level of Effort is attached to substantiate the estimated fee.

| Phase | Basic Services Task Description | Service Cost |
|--|--|---------------------|
| 1 | Preliminary Engineering - 30% Design Phase | \$ 90,931 |
| 2 | 60% Design Phase | 125,179 |
| 3 | 90% Design Phase | 89,865 |
| 4 | 100% Design Phase | 13,402 |
| 5 | Advertise / Bid / Award | <u>\$ 12,486</u> |
| Total Fees for Basic Services | | \$ 331,863 |

The design will be completed and ready to advertise within 12 months of the Notice to Proceed. Construction is anticipated to take 11 months.

We propose to perform the Scope of Services identified in Special Services for the following fees for a lump sum, billable monthly, based on the percentage of work completed. These items of work will be performed when authorized by the City.

The following is a summary of the Special Services and their estimated costs:

| Phase | Task Description | Service Cost |
|--|--------------------------|---------------------|
| 1 | Geotechnical Engineering | \$ 60,025 |
| 2 | Environmental Evaluation | 27,668 |
| 3 | Surveying | 185,000 |
| 4 | SUE | <u>\$ 47,610</u> |
| Total Fees for Special Services | | \$ 320,303 |
| Total Fees for Basic and Special Services | | \$ 652,166 |

Jerod Mott, P.E., CFM, will be the Project Manager and point of contact. Chris Campbell, Managing Director, will provide Quality Control, oversight, and technical assistance to Jerod and his team.

We appreciate the opportunity to present this proposal to the City. If you need additional information to support it, please contact us.

Regards,

Binkley & Barfield, Inc.



Jerod Mott, P.E., CFM
Project Manager



Steven F. Albert, P.E., CFM
Vice President - Infrastructure

Attachments:

Attachment A – Scope of Engineering Services
Basic Services Level of Effort
Special Services Level of Effort
Preliminary and Design Phase Schedule
Raba Kistner Geotechnical Engineering Study Proposal
Raba Kistner Environmental Services Proposal
Baseline Corporation Proposal for Surveying Services
Binkley & Barfield Proposal for SUE QL-A and B Services

File Name: A:\Infrastructure\92 - PRE-NTP PROJECTS\CO Pflugerville\Pflugerville 12 Water Line\Revised Submittal 2024-06-12\Pflugerville 12 Waterline Proposal Cover Letter 2024-06-012.docx

ATTACHMENT A
SCOPE OF SERVICES
FOR
12-inch Looping Improvements in Central Pressure Zone

Binkley & Barfield | DCCM (Engineer) will provide engineering services for the City of Pflugerville (City) 12-inch Looping Improvements in Central Pressure Zone project, referred to as the “Project.” Engineering services will include preliminary engineering (evaluation and alignment recommendations), final design, bid, and limited construction phase services for a 12-inch water line totaling approximately 14,600 linear feet.

The proposed route extends from the intersection of Pleasanton Parkway and Weiss Lane south to Weiss Lane and East Pecan Street, from there, it runs east on Pecan Street and continues east along Cameron Road. At the edge of 1849 Park, it extends north along the proposed Melber Lane and ends at Pleasanton Parkway.



It is assumed that this project will be designed, bid and constructed under one set of construction documents. The evaluation includes elements needed to develop recommended alignment and design, coordination with stakeholders and private utility owners, geotechnical and environmental engineering, and survey. The work will be done according to the City’s Engineering Design Manual, Construction Standards, Standard Specifications, and Unified Development Code, Texas Commission on Environmental Quality (TCEQ) Rules from the contract execution date.

Basic Services

1. Preliminary Engineering - 30% Design Phase

- a. Project Progress Meetings: Attend, lead, and document project meetings. The Preliminary Engineering Report Review meeting will be in person at the city office. All other meetings will be virtual. Prepare meeting minutes, including an action item list. Meetings are anticipated to include a Project Kickoff Meeting and a Preliminary Engineering Report Review Meeting.
- b. Project Administration: Conduct internal design team meetings, coordinate with subconsultants, and perform project administration. Develop a monthly project status report to be submitted with monthly invoices. A quarterly summary will be provided for WIFIA compliance.
- c. Project Scheduling: Develop a baseline design schedule for the project and prepare updated design schedules monthly, to be submitted with the monthly project status report.
- d. Data Collection and Review
 1. Gather readily available data from the City.
 2. Request CAD files from roadway projects/developments along the route.
- e. Utility Coordination
 1. Request existing record drawing information of utilities within the proposed route. If received, review for potential conflicts. If available, include an estimated schedule for relocation of utilities identified as potential conflicts.
 2. Review preliminary plans with private utility owners for potential conflicts. Modify alignments to avoid impacts to existing utilities based on utility owner requirements. It is anticipated that up to 3 utility owners will each require 1 virtual plan review meeting for a total of 3 meetings. Coordination and review of any relocations of existing utilities are not included in this scope of work.
- f. Alignment Evaluation
 1. Review property lines and surface features.
 2. Review existing topography based on available LIDAR data and existing utility connection depths to establish whether minimum cover and design requirements are feasible for the proposed alignments. The city will provide the Data.
 3. Recommend temporary and permanent easements for proposed alignments.
 4. Develop 1 alignment alternative.
 5. Recommend final alignment.
- g. Design Standards and Materials
 1. Provide recommendations for pipe materials
 2. develop limits of open cut versus trenchless construction.
- h. Preliminary Engineering Report (PER)
 1. During the preliminary engineering phase, perform 1 site visit to review design constraints and potential alignment conflicts.
 2. Develop a draft PER summarizing the findings of the preliminary engineering study.
 3. Prepare a final PER incorporating City comments

4. Create exhibits of the recommended alignment to include in the PER. The exhibits will be overlaid with GIS reference layers provided by the city and any CAD data supplied by roadway projects/developments along the route.
5. Draft a preliminary opinion of probable construction cost (OPCC)
6. Engage with City ROW consultant and City ROW Manager on easements planned.

Deliverables include:

- Draft Preliminary Engineering Report (including exhibits and OPCC)
- Final Engineering Report (including exhibits and OPCC)
- Meeting Minutes
- Monthly Status Reports
- Monthly Schedule Updates

2. **60% Design Phase**

- a. Project Progress Meetings: Attend, lead, and document virtual project meetings. Prepare meeting minutes, including an action item list. Meetings are anticipated to include one 60% Design Review meeting.
- b. Project Administration: Conduct internal design team meetings, coordinate with subconsultants, and perform project administration. Develop a monthly project status report to be submitted with monthly invoices.
- c. Project Scheduling: Develop a baseline design schedule for the project and prepare updated design schedules monthly, to be submitted with the monthly project status report.
- d. Developer Coordination
 1. Request the latest plans/CAD files of adjacent developments. If received, review potential conflicts.
 2. Review preliminary plans for potential conflicts. Modify alignments to avoid impacts to proposed conflicts.
- e. Travis County Coordination
 1. Coordinate project alignment with Travis County, as a portion of the project is located outside the city limits and is within Travis County jurisdiction.
 2. Anticipate 1 virtual meeting with Travis County to discuss project and County requirements.
- f. TxDOT Project Coordination
 1. Coordinate project alignment with TxDOT, as a portion of the project will go through TxDOT project.
 2. Anticipate 1 virtual meeting with TxDOT to discuss project.
- g. Pflugerville ISD Coordination, as necessary (City to lead effort)
 1. Coordinate with representatives from Pflugerville ISD regarding potential impacts on Weiss High School.
 2. Anticipate 1 virtual meeting with Pflugerville ISD to discuss potential impacts on the high school and considerations during construction.
- h. Right of Way/Easement Coordination
 1. Coordinate with the City's Right of Way Services representative during the easement acquisition process. Respond to requests from the City's Right of Way Services representative to provide project information.

- i. Incorporate Survey Data, Record Drawings, and into a 60% construction set
- j. Prepare 60% Title Sheet and Vicinity Map
- k. Prepare 60% Index of Drawings
- l. Prepare 60% Legend
- m. Prepare 60% Key Notes Legend
- n. Gather and prepare Utility and General Construction Notes
- o. Prepare a 60% Erosion Control Plan. Plans will be prepared at a scale of 1" = 50'.
(Assumes 15 plan sheets)
- p. Prepare 60% waterline plan and profile sheets. Sheets will identify right-of-way, property easements, existing utilities, and topographic features. Plans will be prepared at a scale of 1" = 20' horizontal and 1"=2' vertical (Assumes 30 sheets)
- q. Prepare standard detail sheets
- r. Prepare preliminary construction phasing plans
- s. Assemble 60% standard specifications
- t. Prepare a 60% Opinion of Probable Construction Cost (OPCC)
- u. Perform internal QA/QC of plans and project documents and incorporate review comments into deliverable

Deliverables include:

- Construction Plans marked 60% Review Set (pdf)
- 60% OPCC (pdf)
- 60% standard specifications (pdf)
- Meeting Minutes
- Monthly Status Reports
- Monthly Schedule Updates
- Metes & Bounds Easements (to be provided prior to 60% submittal)

3. 90% Design Phase

- a. Project Progress Meetings: Attend, lead, and document project meetings. Meetings will be virtual. Prepare meeting minutes, including an action item list. Meetings are anticipated to include one 90% Design Review meeting.
- b. Project Administration: Conduct internal design team meetings, coordinate with subconsultants, and perform project administration. Develop a monthly project status report to be submitted with monthly invoices.
- c. Project Scheduling: Develop a baseline design schedule for the project and prepare updated design schedules monthly, to be submitted with the monthly project status report.
- d. Incorporate the City's 60% review comments into a 90% construction set and provide a comment response log.
- e. TCEQ Permitting
 1. Prepare and submit Public Water System Plans for Review and accompanying documentation to the TCEQ following Texas Administrative Code, Title 30, Chapter 290, Subchapter D.
- f. Construction Coordination
 1. Coordinate with the City Utility Construction Management Team on the proposed design.
- g. Prepare 90% Title Sheet and Vicinity Map

- h. Prepare 90% Index of Drawings
- i. Prepare 90% Legend
- j. Prepare 90% Key Notes Legend
- k. Prepare 90% Erosion Control Plans. Plans will be prepared at a scale of 1" = 50'.
(Assumes 16 plan sheets)
- l. Prepare 90% waterline plan and profile sheets. Sheets will identify right-of-way, property easements, existing utilities, topographic features, Plans will be prepared at a scale of 1" = 20' horizontal and 1"=2' vertical (Assumes 30 sheets).
- m. Prepare standard detail sheets
- n. Assemble standard specifications and project documents.
- o. Prepare a 90% Opinion of Probable Construction Cost (OPCC)
- p. Prepare draft bid documents for City Legal review
- q. Perform internal QA/QC of plans and project documents and incorporate review comments into deliverable

Deliverables include:

- Comment Response Log
- Construction Plans marked 90% Review Set (pdf)
- 90% OPCC (pdf)
- 90% standard specifications (pdf)
- Draft bid documents (pdf)
- Meeting Minutes
- Monthly Status Reports
- Monthly Schedule Updates

4. **100% Design Phase**

- a. Incorporate City 90% review comments into the 100% construction set
- b. Prepare final Construction Plans, Specifications, and Contract Documents for the Bid Phase.
- c. Obtain permit approvals

Deliverables include:

- Construction Plans marked 100% For Construction Set (pdf)
- 100% OPCC (pdf)
- 100% standard specifications (pdf)

5. **Advertise / Bid / Award**

- a. Provide documents to the City for bid advertising on CivCast.
- b. Facilitate a pre-bid meeting with the City for interested Contractors.
- c. Address and respond to Contractor's questions and interpretation of bid documents, and issue addenda as required.
- d. Review qualifications of low bidder and others as needed.
- e. Recommend award of contract or other actions to be taken by City.
- f. Prepare conformed contract documents and construction plans

Deliverables include:

- Pre-bid meeting agenda and minutes

- Responses to Contractor questions
- Issue Addenda
- Recommendation of Award letter
- Conformed Contract Documents

Special Services

1. **Geotechnical Engineering - Raba Kistner, Inc. (RKI)**
See the attached Proposal for scope.
2. **Environmental Engineering - Raba Kistner, Inc. (RKI)**
See the attached Proposal for scope.
3. **Surveying – Baseline Corporation (Surveyor)**
See the attached Proposal for scope.
4. **Subsurface Utility Engineering (SUE) – Binkley & Barfield, Inc. (Engineer)**
See the attached Proposal for scope.

Additional Services

The engineer will develop, at the owner's request, any changes, alterations, or modifications to the Project that appear to be advisable and feasible based on unexpected field conditions and in the owner's best interest.

Work not described in the basic services must be approved by supplemental amendment to this Contract by the Owner before the Engineer undertakes it. If the Engineer is of the opinion that any work is beyond the scope of this Contract and constitutes additional work, the Engineer shall promptly notify the Owner of that opinion in writing. In the event the City finds that such work does constitute additional work, then the City shall advise the Engineer in writing and shall provide extra compensation to the Engineer for the additional work as provided under a supplemental amendment.

Owner's Responsibilities

The following items are not included in the Engineer's scope. The Owner will do the following in a timely manner so as not to delay the services of the Engineer and will bear all costs incident thereto.

1. Owner will provide the Engineer with all criteria and full information as to the Owner's requirements for the Project, including study objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which the Owner will require to be included in the PER, Drawings and Specifications; and furnish copies of the Owner's standard forms, conditions, and related documents for Engineer to include in the Bidding Documents, when applicable.
2. The owner will provide electronic copies of available and relevant information, including the following:
 - a. GIS source layers available, including utility infrastructure, streets, property

- lines, and easements.
 - b. Record drawings for pipelines proposed for connection and pipelines in the project area.
 - c. Results of hydraulic modeling that may impact or revise the pipe size and/or alignment.
 - d. Known public projects and private development projects within subject area that may impact the project.
 - e. Topographic data.
3. The owner shall provide requirements for tie-in procedures for connections in the vicinity of the water treatment plant.
 4. The owner will give prompt written notice to the Engineer whenever the Owner observes or otherwise becomes aware of a hazardous environmental condition or of any other development that affects the scope or time of performance of the Engineer's services or any defect or nonconformance in the Engineer's services or in the work of any Contractor.
 5. Owner will arrange for legal access and/or right-of-entry for Engineer and Subconsultants to enter upon public and private property as required to perform services under the Agreement. The engineer will not be responsible for acquiring Right-of-entry permits.
 6. Owner will be responsible for the acquisition of Right of Way and/or Easement required for the proposed water line.
 7. Owner will be responsible for hydraulic modeling services as required for the design of the project.
 8. Owner will examine all alternate solutions, studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the Engineer (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
 9. Owner will advise Engineer of the general description of services of any independent consultants employed by Owner to perform or furnish services regarding the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review during the PER, design and construction of this Project.
 10. The owner will provide necessary personnel and equipment for field verification of utility information critical to the project's design, as requested by the Engineer, with at least 48 hours notice.
 11. The owner will pay any permit application fees associated with the project. The owner will sign the permits, and all permits will be in the Owner's name.
 12. Owner will provide construction inspection and Resident Project Representative (RPR) services.

Project Schedule/Deliverables

See attached.

Fee Schedule

See attached.

Binkley & Barfield, Inc.

2024 Billable Rates by Classification

| Classification | Unit | Billable Rate |
|---|------|---------------|
| Principal | Hour | \$344.00 |
| Sr. Project Manager | Hour | \$314.00 |
| Project Manager | Hour | \$243.00 |
| Structural Engineer | Hour | \$243.00 |
| Construction Manager | Hour | \$243.00 |
| Sr. Project Engineer | Hour | \$206.00 |
| Project Engineer | Hour | \$174.00 |
| Field Engineer | Hour | \$189.00 |
| Electrical & Instrumentation Engineer | Hour | \$206.00 |
| Engineer Technician | Hour | \$171.00 |
| EIT II | Hour | \$157.00 |
| Graduate Engineer/EIT I | Hour | \$138.00 |
| Structural Inspector | Hour | \$157.00 |
| Construction Observer/Sr. Inspector III | Hour | \$157.00 |
| Construction Observer/Inspector II | Hour | \$146.00 |
| Construction Observer/Inspector I | Hour | \$119.00 |
| Sr. Designator | Hour | \$132.00 |
| Designator | Hour | \$114.00 |
| Sr. Utility Coordinator | Hour | \$191.00 |
| Utility Coordinator | Hour | \$167.00 |
| Production Manager | Hour | \$256.00 |
| Production Technician | Hour | \$107.00 |
| Sr. Electrical Designer | Hour | \$179.00 |
| Sr. CADD/Designer | Hour | \$170.00 |
| CADD/Designer | Hour | \$154.00 |
| CADD Technician | Hour | \$127.00 |
| GIS Manager | Hour | \$162.00 |
| GIS Analyst | Hour | \$116.00 |
| Sr. Clerical/Administrator/Document Specialist/Recordkeeper | Hour | \$108.00 |
| Clerical/Administrator | Hour | \$100.00 |
| 3D Modeling | Day | \$1,032.00 |

**These rates are subject to a Consumer Price Index (CPI) adjustment.*

Direct Expenses

1. Subconsultant, reproduction, delivery, and other associated expenses shall be reimbursed at cost plus 10%.
2. Mileage shall be reimbursed at the current federal rate as published by the IRS.

City of Pflugerville
12-Inch Water Line
Project Schedule
Preliminary and Design Phases

| ID | Task Name | Duration | Start | Finish | Jun | Qtr 3, 2024 Jul | Aug | Sep | Qtr 4, 2024 Oct | Nov | Dec | Qtr 1, 2025 Jan | Feb | Mar | Qtr 2, 2025 Apr | May | | | | | |
|----|---|-----------------|--------------------|--------------------|-----|--------------------|-----|-----|--------------------|-----|-----|--------------------|-----|-----|--------------------|-----|--|--|--|--|--|
| 1 | PRELIMINARY DESIGN | 76 days | Wed 6/26/24 | Wed 10/9/24 | | | | | | | | | | | | | | | | | |
| 2 | NOTICE TO PROCEED | 0 days | Wed 6/26/24 | Wed 6/26/24 | | | | | | | | | | | | | | | | | |
| 3 | UTILITY RESEARCH | 14 days | Wed 6/26/24 | Mon 7/15/24 | | | | | | | | | | | | | | | | | |
| 4 | DRAFT ENVIRONMENTAL SITE ASSESSMENT I | 6 wks | Wed 6/26/24 | Tue 8/6/24 | | | | | | | | | | | | | | | | | |
| 5 | DRAFT PRELIMINARY ENGINEERING REPORT | 3 mons | Wed 6/26/24 | Tue 9/17/24 | | | | | | | | | | | | | | | | | |
| 6 | SUBMIT PER TO CITY | 1 day | Wed 9/18/24 | Wed 9/18/24 | | | | | | | | | | | | | | | | | |
| 7 | CITY REVIEW OF PRELIMINARY ENGINEERING REPORT | 2 wks | Thu 9/19/24 | Wed 10/2/24 | | | | | | | | | | | | | | | | | |
| 8 | PREPARE FINAL PER (1 wk) | 1 wk | Thu 10/3/24 | Wed 10/9/24 | | | | | | | | | | | | | | | | | |
| 9 | SUBMIT FINAL PER TO CITY | 0 days | Wed 10/9/24 | Wed 10/9/24 | | | | | | | | | | | | | | | | | |
| 10 | FINAL DESIGN | 160 days | Wed 10/9/24 | Wed 5/21/25 | | | | | | | | | | | | | | | | | |
| 11 | NOTICE TO PROCEED | 0 days | Wed 10/9/24 | Wed 10/9/24 | | | | | | | | | | | | | | | | | |
| 12 | SURVEYING | 2 mons | Thu 10/10/24 | Wed 12/4/24 | | | | | | | | | | | | | | | | | |
| 13 | GEOTECHNICAL INVESTIGATION | 9 wks | Thu 10/10/24 | Wed 12/11/24 | | | | | | | | | | | | | | | | | |
| 14 | PREPARATION OF 60% PLANS, SPECS, AND COST ESTIMATE | 3 mons | Thu 12/5/24 | Wed 2/26/25 | | | | | | | | | | | | | | | | | |
| 15 | SUBMIT 60% DOCUMENTS TO CITY | 0 days | Wed 2/26/25 | Wed 2/26/25 | | | | | | | | | | | | | | | | | |
| 16 | CITY REVIEW OF 60% PLANS AND SPECS | 2 wks | Thu 2/27/25 | Wed 3/12/25 | | | | | | | | | | | | | | | | | |
| 17 | PREPARATION OF 90% PLAN, SPECS, AND COST ESTIMATE | 2 mons | Thu 2/27/25 | Wed 4/23/25 | | | | | | | | | | | | | | | | | |
| 18 | SUBMIT 90% DOCUMENTS TO CITY | 0 days | Wed 4/23/25 | Wed 4/23/25 | | | | | | | | | | | | | | | | | |
| 19 | CITY REVIEW OF 90% PLANS AND SPECS | 2 wks | Thu 4/24/25 | Wed 5/7/25 | | | | | | | | | | | | | | | | | |
| 20 | PREPARATION OF FINAL SUBMITTAL OF PLANS (MYLAR) AND SPECS | 1 mon | Thu 4/24/25 | Wed 5/21/25 | | | | | | | | | | | | | | | | | |
| 21 | SUBMIT BID READY DRAWINGS AND SPECS | 0 days | Wed 5/21/25 | Wed 5/21/25 | | | | | | | | | | | | | | | | | |

Project: Simple Project Plan
Date: Fri 6/7/24

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

PFLUGERVILLE 12" WATERLINE LOOPING IMPROVEMENTS IN CENTRAL PRESSURE ZONE - LEVEL OF EFFORT (LOE) FEE ESTIMATE

12-inch water lines along Weiss Lane, East Pecan Street, and Cameron Road in the southern part of the 800' Pressure Zone.

Binkley & Barfield, Inc.

| Fee Breakdown | | | | | | | | | | |
|---------------|--|---------------------|-----------------|----------------------|------------------|-------------------|---------------|------------------------|-------------|------------|
| Phase | Task Description | Sr. Project Manager | Project Manager | Sr. Project Engineer | Project Engineer | Graduate Engineer | CADD Designer | Clerical/Administrator | Total Hours | Total Cost |
| | | \$ 314 | \$ 243 | \$ 206 | \$ 174 | \$ 138 | \$ 154 | \$ 100 | | |
| | BASIC SERVICES | | | | | | | | | |
| 1 | Preliminary Engineering - 30% Design Phase | | | | | | | | | |
| 0.01 | Project Milestone Meetings | 2 | 2 | 7 | 7 | | | | 18 | \$ 3,774 |
| 0.02 | Project Administration | 1 | 3 | 6 | | | | | 10 | \$ 2,279 |
| 0.03 | Project Scheduling and Status Report, WIFIA Summary | | 3 | 6 | 7 | 7 | 0 | 1 | 24 | \$ 4,249 |
| 0.04 | Data collection and review | 1 | 2 | 4 | 4 | 10 | 20 | | 41 | \$ 6,780 |
| 0.05 | Utility Coordination | | 2 | 6 | 6 | 10 | | | 24 | \$ 4,146 |
| 0.06 | Alignment Evaluation | 1 | 4 | 6 | 20 | 20 | 30 | | 81 | \$ 13,382 |
| 0.07 | ROW Consultant Coordination | | 2 | 2 | 2 | 4 | 4 | | 14 | \$ 2,414 |
| 0.08 | Design Standards and Materials | | 1 | 2 | 2 | 4 | 4 | | 13 | \$ 2,171 |
| 0.09 | Site Visit (1) | | | 4 | 4 | 6 | 8 | | 22 | \$ 3,580 |
| 0.10 | Draft PER | | 4 | 10 | 40 | 18 | | 8 | 80 | \$ 13,276 |
| 0.11 | Final PER | 1 | 2 | 6 | 16 | 16 | | 8 | 49 | \$ 7,828 |
| 0.12 | Layout Exhibits | 1 | 4 | 12 | 8 | 16 | 80 | | 121 | \$ 19,678 |
| 0.13 | Opinion of Probable Construction Costs | | 2 | 4 | 8 | 16 | 16 | | 46 | \$ 7,374 |
| | | 7 | 31 | 75 | 124 | 127 | 162 | 17 | 543 | \$ 90,931 |
| 2 | 60% Design Phase | | | | | | | | | |
| 2.01 | Project Milestone Meetings | 1 | 1 | 3 | 3 | | | | 8 | \$ 1,697 |
| 2.02 | Project Administration | 1 | 3 | 6 | | | | | 10 | \$ 2,279 |
| 2.03 | Project Scheduling and Status Report, WIFIA Summary | | 3 | 3 | 7 | 4 | | | 17 | \$ 3,117 |
| 2.04 | Subconsultant Coordination | | 2 | 6 | 14 | 20 | 12 | | 54 | \$ 8,766 |
| 2.05 | Developer Coordination | | 1 | 2 | 4 | 4 | | | 11 | \$ 1,903 |
| 2.06 | Travis County Coordination | | 1 | 2 | 2 | | | | 5 | \$ 1,003 |
| 2.07 | TXDOT Project Coordination | | 1 | 2 | 2 | | | | 5 | \$ 1,003 |
| 2.08 | Pflugerville ISD Coordination | | 1 | 2 | 2 | | | | 5 | \$ 1,003 |
| 2.09 | Incorporate Survey Data, Record Drawings, and Proposed Plans | | 2 | 2 | 8 | 16 | 30 | | 58 | \$ 9,118 |
| 2.10 | 60% Title Sheet and Vicinity Map | | | 1 | 1 | 1 | 4 | | 7 | \$ 1,134 |
| 2.11 | Index of Drawings | | | 1 | 1 | 4 | 4 | | 10 | \$ 1,548 |
| 2.12 | Legend | | | 1 | 1 | 4 | 4 | | 10 | \$ 1,548 |
| 2.13 | Key Notes Legend | | 1 | 1 | 2 | 4 | 4 | | 12 | \$ 1,965 |
| 2.14 | Utility and General Construction Notes | | 1 | 2 | 2 | 4 | 4 | | 13 | \$ 2,171 |
| 2.15 | Erosion Control Plan (16 sheets) | | 1 | 1 | 6 | 6 | 32 | | 46 | \$ 7,249 |
| 2.16 | Waterline Plan & Profile (30 sheets) | 1 | 8 | 20 | 30 | 60 | 106 | | 225 | \$ 36,202 |
| 2.17 | Standard Details | | 1 | 2 | 4 | 4 | 4 | | 15 | \$ 2,519 |
| 2.18 | Preliminary Construction Phasing plans (16 sheets) | | 2 | 4 | 8 | 12 | 32 | | 58 | \$ 9,286 |
| 2.19 | 60% Standard Specifications | | 2 | 4 | 8 | 20 | | 4 | 38 | \$ 5,862 |
| 2.20 | 60% Quantity Take-offs & Cost Estimate | 1 | 4 | 6 | 18 | 16 | 20 | | 65 | \$ 10,942 |
| 2.21 | 60% Quality Assurance / Quality Control | 2 | 8 | 12 | 20 | 8 | 34 | | 84 | \$ 14,864 |

PFLUGERVILLE 12" WATERLINE LOOPING IMPROVEMENTS IN CENTRAL PRESSURE ZONE - LEVEL OF EFFORT (LOE) FEE ESTIMATE

12-inch water lines along Weiss Lane, East Pecan Street, and Cameron Road in the southern part of the 800' Pressure Zone.

Binkley & Barfield, Inc.

| Fee Breakdown | | | | | | | | | | |
|---------------|---|---------------------|-----------------|----------------------|------------------|-------------------|---------------|------------------------|-------------|------------|
| Phase | Task Description | Sr. Project Manager | Project Manager | Sr. Project Engineer | Project Engineer | Graduate Engineer | CADD Designer | Clerical/Administrator | Total Hours | Total Cost |
| | | \$ 314 | \$ 243 | \$ 206 | \$ 174 | \$ 138 | \$ 154 | \$ 100 | | |
| | | 6 | 43 | 83 | 143 | 187 | 290 | 4 | 756 | \$ 125,179 |
| 3 | 90% Design Phase | | | | | | | | | |
| 3.01 | Project Milestone Meetings | 1 | 1 | 3 | 3 | | | | 8 | \$ 1,697 |
| 3.02 | Project Administration | 1 | 2 | 4 | | | | | 7 | \$ 1,624 |
| 3.03 | Project Scheduling and Status Report, WIFIA Summary | | 2 | 4 | 5 | 3 | | | 14 | \$ 2,594 |
| 3.04 | Review and Address 60% Comments | 1 | 4 | 8 | 8 | 16 | 20 | | 57 | \$ 9,614 |
| 3.05 | TCEQ permitting | | 2 | 2 | 4 | 6 | | | 14 | \$ 2,422 |
| 3.06 | Right of Way/Easement Coordination | | 2 | 4 | 8 | 4 | | | 18 | \$ 3,254 |
| 3.07 | Title Sheet and Vicinity Map | | | 1 | 1 | 2 | 4 | | 8 | \$ 1,272 |
| 3.08 | Index of Drawings | | | 1 | 1 | 4 | 4 | | 10 | \$ 1,548 |
| 3.09 | Legend | | | 1 | 1 | 4 | 4 | | 10 | \$ 1,548 |
| 3.10 | Key Notes Legend | | 1 | 1 | 2 | 4 | 4 | | 12 | \$ 1,965 |
| 3.11 | Utility and General Construction Notes | | 1 | 2 | 2 | 4 | 4 | | 13 | \$ 2,171 |
| 3.12 | Erosion Control Plan (16 sheets) | | 1 | 2 | 4 | 10 | 16 | | 33 | \$ 5,195 |
| 3.13 | Waterline Plan & Profile (30 sheets) | 1 | 4 | 16 | 24 | 20 | 64 | | 129 | \$ 21,374 |
| 3.14 | Standard Details | | | | 1 | 1 | 2 | | 4 | \$ 620 |
| 3.15 | Construction Phasing/Traffic Control Plan (16 sheets) | | 2 | 4 | 8 | 10 | 16 | | 40 | \$ 6,546 |
| 3.16 | Project specific details | | 2 | 2 | 8 | 8 | 12 | | 32 | \$ 5,242 |
| 3.17 | Wilbarger Creek Crossing Calcs | | 2 | 6 | 8 | 2 | | | 18 | \$ 3,390 |
| 3.18 | Specifications Manual | | 2 | 2 | 8 | 10 | | 4 | 26 | \$ 4,070 |
| 3.19 | 90% Quantity Take-offs & Cost Estimate | 1 | 1 | 4 | 4 | 8 | | | 18 | \$ 3,181 |
| 3.20 | 90% Quality Assurance / Quality Control | 2 | 6 | 12 | 16 | 12 | 10 | | 58 | \$ 10,538 |
| | | 7 | 35 | 79 | 116 | 128 | 160 | 4 | 529 | \$ 89,865 |
| 4 | 100% Design Phase | | | | | | | | | |
| 4.01 | Project Administration | 1 | 1 | 2 | | | | | 4 | \$ 969 |
| 4.02 | Project Scheduling and Status Report, WIFIA Summary | | 1 | 2 | 3 | 1 | | | 7 | \$ 1,315 |
| 4.03 | Review and Address 90% Comments | | 1 | 2 | 4 | 4 | 8 | | 19 | \$ 3,135 |
| 4.04 | 100% Quantity Take-offs & Cost Estimate | | 1 | 2 | 2 | 4 | 4 | | 13 | \$ 2,171 |
| 4.05 | 100% Quality Assurance / Quality Control | 1 | 1 | 2 | 6 | 6 | | | 16 | \$ 2,841 |
| 4.06 | Preparation and Submittal of 100% Package | | 1 | 4 | | 8 | | 8 | 21 | \$ 2,971 |
| | | 2 | 6 | 14 | 15 | 23 | 12 | 8 | 80 | \$ 13,402 |
| 5 | Advertise / Bid / Award | | | | | | | | | |
| 5.01 | Contractor Questions and Addenda | | 2 | 4 | 4 | 2 | 4 | 4 | 20 | \$ 3,298 |
| 5.02 | Evaluate Bids and Prepare Bidtabs and Recommendation Letter | | 1 | 4 | 2 | | | 4 | 11 | \$ 1,815 |
| 5.03 | Construction Contract Award Analysis | 1 | 2 | 2 | | | | | 5 | \$ 1,212 |
| 5.04 | Pre-Bid Meeting | | 1 | 4 | 4 | | | | 9 | \$ 1,763 |
| 5.05 | Provide Conformed Documents | | | 4 | 4 | 8 | | 4 | 20 | \$ 3,024 |
| 5.06 | Provide CADD Files | | | 1 | | 4 | 4 | | 9 | \$ 1,374 |

PFLUGERVILLE 12" WATERLINE LOOPING IMPROVEMENTS IN CENTRAL PRESSURE ZONE - LEVEL OF EFFORT (LOE) FEE ESTIMATE

12-inch water lines along Weiss Lane, East Pecan Street, and Cameron Road in the southern part of the 800' Pressure Zone.

Binkley & Barfield, Inc.

| Fee Breakdown | | | | | | | | | | |
|---------------|--------------------------|---------------------|-----------------|----------------------|------------------|-------------------|---------------|-------------------------|-------------|------------|
| | | Sr. Project Manager | Project Manager | Sr. Project Engineer | Project Engineer | Graduate Engineer | CADD Designer | Clerical/ Administrator | Total Hours | Total Cost |
| Phase | Task Description | \$ 314 | \$ 243 | \$ 206 | \$ 174 | \$ 138 | \$ 154 | \$ 100 | | |
| | | 1 | 6 | 19 | 14 | 14 | 8 | 12 | 74 | \$ 12,486 |
| | | | | | | | | | | |
| | TOTAL DESIGN PHASE HOURS | 23 | 121 | 270 | 412 | 479 | 632 | 45 | 1982 | |
| | TOTAL DESIGN PHASE FEES | \$ 7,222 | \$ 29,403 | \$ 55,620 | \$ 71,688 | \$ 66,102 | \$ 97,328 | \$ 4,500 | | \$ 331,863 |
| | | | | | | | | | | |
| | | | | | | | | | | |

| PFLUGERVILLE 12" WATERLINE LOOPING IMPROVEMENTS IN CENTRAL PRESSURE ZONE - LEVEL OF EFFORT (LOE) FEE ESTIMATE | | |
|---|--|----------------------|
| 12-inch water lines along Weiss Lane, East Pecan Street, and Cameron Road in the southern part of the 800' Pressure Zone. | | |
| Binkley & Barfield, Inc. | | |
| Fee Breakdown | | |
| Phase | Task Description | Special Service Cost |
| SPECIAL SERVICES | | |
| 1 | Geotechnical Engineering | |
| 1.01 | Drilling / Field Operations | \$ 24,070 |
| 1.02 | Field Coordination / Staking / Utilities / Logging / Traffic Control | \$ 17,355 |
| 1.03 | Laboratory Testing | \$ 12,850 |
| 1.04 | Project Management, Engineering, and Report Preparation | \$ 5,750 |
| | | \$ 60,025 |
| 2 | Environmental Evaluation | |
| 2.01 | Environmental Due Diligence Report | \$ 4,077 |
| 2.02 | Waters of the U.S. Delineation | \$ 5,983 |
| 2.03 | Protected Species Habitat Evaluation | \$ 5,983 |
| 2.04 | Cultural Resources Desktop Survey | \$ 5,770 |
| 2.05 | Phase I Environmental Site Assessment | \$ 4,610 |
| 2.06 | Expenses | \$ 1,245 |
| | | \$ 27,668 |
| 3 | Surveying | |
| 3.01 | Survey Control | \$ 19,180.00 |
| 3.02 | ROE Coordination | \$ 10,650.00 |
| 3.03 | Abstract and ROW Mapping | \$ 54,250.00 |
| 3.04 | Topographic Design Survey | \$ 25,250.00 |
| 3.05 | Aerial Mapping | \$ 18,040.00 |

PFLUGERVILLE 12" WATERLINE LOOPING IMPROVEMENTS IN CENTRAL PRESSURE ZONE - LEVEL OF EFFORT (LOE) FEE ESTIMATE

12-inch water lines along Weiss Lane, East Pecan Street, and Cameron Road in the southern part of the 800' Pressure Zone.

Binkley & Barfield, Inc.

| Fee Breakdown | | |
|---------------|---|----------------------|
| Phase | Task Description | Special Service Cost |
| | | |
| 3.06 | Easement Descriptions (lump sum per parcel, assumes 20) | \$ 52,000.00 |
| 3.07 | Subsurface Utility Survey | \$ 5,630.00 |
| | | \$ 185,000 |
| 4 | Subsurface Utility Engineering | |
| 4.01 | SUE QL-B Designation | \$ 12,365 |
| 4.02 | SUE QL-A Test Hole Services | \$ 35,245 |
| | | \$ 47,610 |
| | | |
| | TOTAL DESIGN PHASE FEES | \$ 320,303 |



Raba Kistner, Inc.

8100 Cameron Road, Suite B-150

Austin, TX 78754

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F-3257

Proposal No. PAA24-095-00

May 2, 2024

Mr. Jerod Mott, P.E., CFM
Project Manager
Binkley & Barfield | DCCM
190 South Seguin Avenue
New Braunfels, Texas 78130

**RE: Proposal for Geotechnical Engineering Study
Pflugerville 12-Inch Water Line
Pflugerville, Texas**

Dear Mr. Mott:

RABA KISTNER Consultants, Inc. (RKCI) is pleased to submit this proposal for Geotechnical Engineering Services for the above referenced project. The broad objectives of our study will be to determine soil conditions at the site and to develop design recommendations and construction guidelines for construction of a water line in Pflugerville, Texas. Described in this proposal are:

- our understanding of pertinent project characteristics;
- our proposed scope for field and laboratory study;
- our proposed scope for engineering evaluation and reporting;
- our tentative project schedule; and
- our not-to-exceed fee for this study.

Project Description

Under consideration in this study is a new 12-inch diameter water line, to extend from Weiss Lane at its intersection with Pleasanton Parkway, south along Weiss Lane and east along Pecan Street and Cameron Road to the west end of 1849 Park, then north to Wilbarger Creek in Pflugerville, Texas. The total alignment is anticipated to be about 14,130 linear feet.

It is our understanding that a majority of the pipeline replacement alignments will consist of cut and cover construction. Trenchless construction is anticipated at critical waterway crossings along the proposed alignment.

Field Study

As requested by Binkley & Barfield, RKCI will explore the subsurface soil and depth-to-water conditions at the site by drilling 30 borings to depths ranging from 10 to 35 feet below existing grades. A total drilling footage of 550 lineal feet is included in this proposal. The approximate locations of the borings are presented on the attached Preliminary Boring Location Map.

Samples will be taken using conventional Shelby Tube and split-spoon sampling techniques. The borings will be located in the field utilizing a recreation grade hand-held GPS device. Our scope of service does not include surveying in the boring location. The boring will be backfilled utilizing auger cuttings generated during drilling activities and/or bentonite.

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May 2, 2024

For conditions where borings are advanced through concrete and/or asphalt surfaces, the boreholes will be backfilled with auger cuttings and bentonite and then patched with similar coverings.

Water level readings will be recorded for the open boreholes during drilling and at drilling completion. If free water is encountered during drilling, the RKCI geologist will temporarily suspend drilling operations and obtain water level measurements in the open borehole at 5-minute intervals over a 15-minute time period. Water level measurements will also be recorded at completion of drilling prior to backfilling the boreholes with the auger cuttings and spoils generated during the drilling operations.

Samples collected will be retained in our laboratory for 30 days after submittal of the final geotechnical report.

Laboratory Testing

Upon completion of the subsurface exploration, a testing program will be designed to define the strength and classification characteristics of the subgrade soils. The laboratory testing program is anticipated to include moisture content tests, Atterberg Limits (plasticity) tests, unconfined compression tests, grain size analyses, and corrosivity tests. However, the actual type and number of laboratory tests will be based on the subsurface conditions encountered in the borings. The laboratory testing will be performed in general accordance with applicable ASTM standards.

Engineering Report

The results of the field and laboratory phases of the study will be reviewed by our staff of engineers and geologists. The results of our review, together with the supporting field and laboratory data, will be presented in a written, engineering report. The Geotechnical Engineering Report will include the following information and recommendations, if applicable:

- A site location map, geology map, and boring location map;
- Boring logs;
- A summary of the field and laboratory sampling and testing program,
- A summary of the laboratory test results;
- A review of general site conditions including descriptions of the site, the subsurface stratigraphy, groundwater conditions, and the presence and condition of fill materials, if encountered;
- Open cut trench and construction considerations to include trenching, cut excavation, and pipe bedding and backfill recommendations in accordance with the City of Pflugerville guidelines and/or other governing entity;
- Soil corrosion potential;
- General discussion on jack and bore installation; and
- Other applicable recommendations for earthwork and select fill.

Our scope of work does not include a geologic fault study, nor does it include conducting test pits at the site. Also, we understand that detailed trenchless design recommendations are not required for this project due to the relatively small size of the pipeline.

The final report will be produced in a digital PDF and delivered via email.

Proposal No. PAA24-095-00

May 2, 2024

Tentative Project Schedule

Based on our present workload and weather permitting, we anticipate that we could begin the field exploration phase of this study within 7 to 10 working days of receiving your written authorization, provided the site is accessible to our truck-mounted drill rig and the Client has supplied us with available information regarding existing utilities and below grade structures on site (if any). This also assumes prompt response from the city with regard to street use permitting that may be required. The field exploration and laboratory testing phase of the study is expected to take approximately 12 to 18 working days to complete. Engineering analyses and preparation of the engineering report is expected to take an additional two to three weeks to complete. We will be pleased to provide the design team with verbal design information as the data becomes available, once drilling has been completed.

Recently central Texas has experienced several weeks of consistent rain events thus contributing to wet and very soft ground surfaces, which have created conditions that prohibit drilling access. The provided timeline above is based on immediate accessibility and does not take into account weather delays and/or accessibility due to inclement weather. RKCI will have better understanding of existing site conditions and accessibility of a drilling rig once we have had an opportunity to visit and stake the site.

Project Cost

The cost for the study scope outlined herein is not to exceed **\$60,025.00**. A breakdown of the anticipated cost per project task is presented in the table below. In addition, a detailed cost breakdown, including units, quantities, and unit rates, is provided as an attachment to this proposal.

| | |
|--|-------------|
| Drilling / Field Operations | \$24,070.00 |
| Field Coordination / Staking / Utilities / Logging / Traffic Control | \$17,355.00 |
| Laboratory Testing | \$12,850.00 |
| Project Management, Engineering, and Report Preparation | \$5,750.00 |

Should unusual soil conditions be encountered in the field that indicates the desirability of significantly broadening the scope of the study, we will contact you to receive authorization before proceeding with any additional work. Additional services will be billed on a unit basis in accordance with our standard fees as indicated on the attached Schedule of Fees for Professional Services.

If available, we request that the Client provide RKCI with a recent plat of the project site, a drawing illustrating existing and proposed construction locations, and preliminary pipeline depths prior to the start of our field exploration services.

Also, it is our understanding that the Client will provide access to all boring locations for a conventional, truck-mounted drilling rig and that the Client will provide underground utility clearance. RKCI will assist in locating underground utilities, provided the Client submits documentation of existing utility locations. RKCI will take all precautions to prevent damage to property; however, RKCI cannot be responsible for tire rutting, or damage of landscaping.

Proposal No. PAA24-095-00
May 2, 2024

It should be noted that our study scope and project cost does not include professional time and travel expenses for participation in design team meetings. Furthermore, our estimate does not include professional time for plan review to determine whether the drawings comply with the intent of the geotechnical recommendations.

Acceptance

We appreciate the opportunity of submitting this contract and look forward to working with you in the development of this project, which will be carried out in accordance with this letter and the following attachments:

| <u>Attachment</u> | <u>Description</u> |
|-------------------|---------------------------------|
| I | Standard Terms and Conditions |
| II | Schedule of Fees |
| III | Geotechnical Estimate Sheet |
| IV | Preliminary Boring Location Map |

Please return one signed copy of this letter proposal to provide written authorization for our firm to complete work on the services outlined herein. Our invoices are due and payable upon receipt at P.O. Box 971037, Dallas, Texas 75397-1037.

RKCI considers the data and information contained in this proposal to be proprietary. This statement of qualifications and any information contained herein shall not be disclosed and shall not be duplicated or used in whole or in part of any purpose other than to evaluate this proposal.

Very truly yours,

RABA KISTNER CONSULTANTS, INC.

Accepted
By:



Richard T. Shimono, P.E.
Project Manager

Signature



Orlando L. Boscan, P.E.
Geotechnical Department Manager

Typed or Printed Name

Title

RTS/OLB;mg
Attachments I, II, III & IV
Copies Submitted: Above (1)

Date



STANDARD TERMS AND CONDITIONS

1. DEFINITIONS.

1.1 **RK.** Raba Kistner, Inc., and / or one of its subsidiaries (Project Control of Texas, Inc. or PC Sports, Inc.) that is being engaged to provide the services to CLIENT in connection with the delivery of the proposal to which these Standard Terms and Conditions relate.

1.2 **CLIENT.** Person, entity or organization for which RK is rendering services regarding the Project.

1.3 **PROJECT.** The activity, venture, plan, building, site or investigation for which CLIENT has engaged RK to provide professional services.

1.4 **CONTRACTOR.** Person, entity or organization providing construction services, including labor and material for the Project.

1.5 **SERVICES.** The professional services to be performed by RK as set forth in the proposal or Agreement to which the Standard Terms and Conditions are attached.

1.6 **AGREEMENT.** RK's proposal accepted by CLIENT and these Standard Terms and Conditions which are incorporated into and made a part of the Agreement.

2. **SERVICES.** RK is being engaged by the CLIENT to render professional services ("Services") involving only RK's advice, judgment and opinion. RK may subcontract all or a portion of the Services performed hereunder. RK shall apply professional judgment in determining the extent to which RK complies with any given standard identified in RK's instruments of professional services. CLIENT expressly acknowledges that RK makes no warranties or guarantees, expressed or implied, regarding the Services.

3. **INFORMATION PROVIDED BY CLIENT.** CLIENT may provide or direct RK to utilize or rely upon certain information ("CLIENT Information") in the performance of RK's services. RK shall be entitled to rely upon such CLIENT Information. RK will not conduct an independent evaluation of the accuracy or completeness of such CLIENT Information and shall not be responsible for any errors or omissions in such information. RK's report, as well as any recommendations, findings, and conclusions made by RK, are dependent on information received from CLIENT. Changes or modifications to the information provided by CLIENT can affect RK's evaluation, recommendations, findings and conclusions, and CLIENT agrees—as a material term of this Agreement—to notify RK immediately, in writing, if CLIENT becomes aware of any such changes or modifications, including changes to the size, scope, location, or other material characteristics of CLIENT's project. The CLIENT shall be responsible for providing

the location of all underground utilities and other structures in the vicinity of RK borings or excavations. RK will not accept responsibility and will not be liable for affecting or damaging any underground utility, underground storage tank, or other subsurface condition not previously identified and located, or improperly located, by the CLIENT, a utility, or a utility locating agency.

4. **SITE ACCESS AND SITE SAFETY.** CLIENT shall provide right-of-entry to the buildings and sites which are the subjects of RK's services. CLIENT represents that it possesses authority for such right-of-entry and that the building/site operator(s) possess the necessary permits and licenses for current activities at the site. RK shall be responsible for supervision and site safety measures of its own employees and subconsultants, but shall not be responsible for the supervision or health and safety precautions of any other parties, including CLIENT, CLIENT's contractors, subcontractors, or other parties present at the site.

5. **SUBSURFACE EXPLORATIONS.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. CLIENT understands RK's layout of boring and test locations is approximate and that RK may deviate a reasonable distance from those locations. RK will take reasonable precautions to reduce damage to the site when performing services; however, CLIENT accepts that invasive services such as drilling, or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the scope of services.

6. **CHANGED CONDITIONS.** If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to RK are uncovered or revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, RK may require renegotiation of appropriate portions of this Agreement. RK shall notify the CLIENT of the changed conditions necessitating renegotiation, and RK and the CLIENT shall promptly and in good faith attempt to renegotiate the terms of the agreement affected by the changed conditions. If changes cannot be agreed to with respect to the changed conditions, the parties shall utilize the Dispute Resolution/Litigation procedures in this Agreement.

7. **TESTING AND OBSERVATIONS.** CLIENT understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. RK will provide test results and opinions based on tests and field observations only for the work tested. CLIENT understands that testing and observation are not continuous or exhaustive and are conducted to reduce – not eliminate – project risk. CLIENT agrees to the level or amount of testing performed and the associated risk. CLIENT is responsible (even if CLIENT delegates such responsibility to Contractor) for notifying and scheduling RK to perform these services. RK shall not be responsible for the quality and completeness of contractor's work or Contractor's adherence to the project plans, specifications and other related documents. RK's performance of testing and observation services shall not relieve Contractor in any way from responsibility for defects discovered in Contractor's work or create a

warranty or guarantee on the part of RK. CLIENT acknowledges that RK will not supervise or direct the work performed by Contractor or its subcontractors and is not responsible for their means and methods.

8. **ESTIMATE OF FEES FOR SERVICES.** If included as part of RK's proposal, RK will, to the best of its ability, perform the scope of services within the proposed fee estimate provided by RK. RK's proposal fees are based upon an estimate of the services required to meet the specifications for the project and following generally accepted engineering practices. The CLIENT recognizes that unforeseen circumstances along with changes in scope and project/contractor's schedules can influence the successful completion of the scope of services within the estimated proposed fees. Because Contractor has sole control over the project and determines the means and methods used to build/construct the project, RK's service fees are estimates and not lump sum or guaranteed maximum fees. The CLIENT is fully responsible for payment for all services provided, including retests of areas or samples that failed to meet Project specifications. The Estimate of Fees is valid for a period of 60 days after RK's proposal is submitted to CLIENT. If RK's proposal is not accepted by CLIENT within 60 days after it is submitted to CLIENT, RK may modify the Estimate of Fees.
9. **REPORTS.** RK may provide CLIENT with written reports in connection with the Services performed. Such reports will present such findings and conclusions as RK may reasonably make with the information gathered while performing its services and provided by CLIENT. The reports may be copied for inclusion in other documents related to the project provided they are reproduced in their entirety. Reports and other instruments of service are prepared for, and made available for, the sole use of the CLIENT, and the contents thereof may not be used or relied upon by others without the express written authorization of RK. Any unauthorized use or distribution of RK's reports shall be at the CLIENT's sole risk and without liability to RK.
10. **TOXIC AND HAZARDOUS MATERIALS.** CLIENT shall provide RK with all information within CLIENT's possession or knowledge related to the potential or presence of toxic or hazardous materials or pollutants at the Project site. CLIENT agrees that RK neither created nor contributed to the creation or existence of any toxic or hazardous materials or pollutants. In no event shall RK be required to sign a hazardous waste manifest or take ownership of any toxic or hazardous materials or pollutants. If unanticipated toxic or hazardous materials or pollutants are encountered while RK is performing its services, RK reserves the right to stop field operations and notify CLIENT and CLIENT assumes responsibility to notify appropriate regulatory agencies. RK and CLIENT must mutually agree to remobilize.
11. **NO THIRD-PARTY BENEFICIARIES.** The services and any report(s) prepared under this Agreement are for the sole benefit and sole use of CLIENT and are not for the use of any other party or person. Only CLIENT may rely upon the services and any report or work product. Nothing in this Agreement, or any subsequent amendments or modifications, or in any report issued under this Agreement, shall create a contractual relationship with or a cause of action in the favor of any third party against either RK or CLIENT. If CLIENT provides a copy of any report prepared by RK to others, it shall advise the recipient that the information contained in the report is provided for information only and is not to be relied upon by third parties.
12. **LEED PROJECTS.** Unless specifically addressed elsewhere in this agreement, RK has no responsibility or liability, including duty to defend or duty to indemnify, any party (including but not limited to CLIENT, owner, owner's agents, architects, engineers, contractors, construction managers, subcontractors) for the LEED certification process including: developing, producing, or retaining any documentation relating to the calculation of LEED points; and attainment of LEED certification points or LEED ratings.
13. **STANDARD OF CARE.** RK shall perform its professional services in accordance with the standard of care and diligence normally practiced by professional firms in performing services of a similar nature, in the same locality, under similar circumstances. CLIENT expressly acknowledges that RK makes no other warranties or guarantees, expressed or implied, regarding its professional services or its work product.
14. **RISK ALLOCATION.** RK will be responsible only for its own work, and that of its sub-consultants, and not for defects in the work designed or built by others.
15. **LIMITATION OF LIABILITY.** CLIENT AND RK HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING RK'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS SO, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF RK (AND ITS RELATED ENTITIES, EMPLOYEES, OWNERS, AGENTS, AND REPRESENTATIVES) TO CLIENT (AND THIRD PARTIES GRANTED RELIANCE ON RK'S WORK PRODUCT, OR OTHERWISE SEEKING RECOVERY UNDER THIS AGREEMENT) IS LIMITED TO THE GREATER OF \$100,000 OR THE FEE PAID RK UNDER THIS AGREEMENT, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF RK'S SERVICES OR THIS AGREEMENT REGARDLESS OF CAUSE(S) OR THE THEORY OF LIABILITY.
16. **CONSEQUENTIAL DAMAGES.** Neither CLIENT nor RK will be liable to the other for any special, consequential, indirect, incidental or penal losses or damages of any kind, nor will CLIENT or RK be liable to the other for losses, damages, or claims, regardless of how defined, related to: lost profits; unavailability of property or facilities; shutdowns or service interruptions; loss of use, revenue, opportunity, or inventory; use charges, carrying costs, cost of substitute facilities, goods, or services; cost of capital, or claims of any other party and/or its customers.
17. **SUSPENSION OF SERVICES.** If CLIENT fails to make payments when due or otherwise is in breach of this Agreement, RK may suspend performance of services upon seven (7) calendar days' notice to CLIENT. RK shall have no liability whatsoever to CLIENT for any costs or damages as a result of such suspension. Upon payment in full by CLIENT, RK may resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for RK to resume performance. Payment of invoices shall not be subject to any discounts or set-offs by CLIENT unless agreed to in writing by RK. Payment to RK for services rendered and expenses incurred will be due and payable regardless of any subsequent suspension or termination of this Agreement by either party. CLIENT shall not make any changes to RK's banking and deposit information or payment instructions unless CLIENT

communicates the requested changes to RK orally and in writing and obtains written confirmation from an RK officer that the requested changes are legitimate and authorized by RK. If CLIENT makes a payment to a third party instead of to RK based on an unauthorized request to CLIENT for a change to RK's banking and deposit information or payment instructions and without obtaining written confirmation of the change from RK, CLIENT will remain liable to RK for payment of the amount of the unauthorized payment.

18. **WAIVER OF SUBROGATION.** To the extent damages are covered by property insurance, or any other available insurance coverage, CLIENT and RK waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages. CLIENT agrees that CLIENT shall procure or cause to be procured builder's risk insurance or other property insurance for its project. RK and CLIENT waive all rights against each other and any of their consultants, contractors, subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, flood, or other causes of loss to the extent covered by CLIENT's or CLIENT's Contractor's builder's risk insurance, or other available insurance coverage. The policies shall provide waivers of subrogation by endorsement or otherwise. CLIENT shall require of its contractors, consultants, agents and employees similar waivers in favor of RK and its subconsultants. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.
19. **OWNERSHIP OF DOCUMENTS.** RK's reports, drawings, plans, specifications, and other documents and deliverables are instruments of professional service ("Instruments of Service") developed by RK in contemplation of a wide array of project-specific variables, including how the documents will be used and by whom. RK shall be the author, owner and custodian of the Instruments of Service, and shall retain all common law, statutory, and other reserved rights, including copyright. By execution of this Agreement, RK grants to CLIENT a limited, nonexclusive license to use the Instruments of Service for purposes of constructing, using, and maintaining the project for which the services are performed, provided CLIENT substantially performs its obligations, including prompt payment of all sums when due, under this agreement.

Upon completion of the services, and payment in full of all monies due RK, CLIENT may retain copies of all such documents. **THE INSTRUMENTS OF SERVICE ARE NOT INTENDED NOR REPRESENTED TO BE SUITABLE FOR REUSE ON EXTENSIONS, MODIFICATIONS, OR ADAPTATIONS OF THE PROJECT, OR ANY OTHER PROJECT. ANY REUSE OF SUCH DOCUMENTS, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY RK FOR THE SPECIFIC PURPOSE INTENDED, WILL BE AT CLIENT'S SOLE RISK WITHOUT LIABILITY OR LEGAL EXPOSURE TO RK. CLIENT AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY, DEFEND, AND HOLD HARMLESS RK, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND CONSULTANTS AGAINST ALL CLAIMS,**

DAMAGES, LOSSES, AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES, DEFENSE COSTS, AND COURT COSTS) ARISING FROM, OR ALLEGEDLY ARISING FROM, OR IN ANY WAY CONNECTED WITH, THE UNAUTHORIZED REUSE OR MODIFICATION OF THE DOCUMENTS BY CLIENT OR ANY PERSON OR ENTITY THAT ACQUIRES OR OBTAINS THE DOCUMENTS FROM OR THROUGH CLIENT WITHOUT THE WRITTEN AUTHORIZATION OF RK REGARDLESS OF WHETHER SUCH CLAIMS, DEMANDS, OR ACTIONS ARE FOUNDED IN WHOLE OR IN PART UPON ALLEGED NEGLIGENCE OF RK, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR CONSULTANTS.

Parties other than CLIENT and RK may apply to use an instrument, using a form prepared by RK for that purpose. Others' use of an instrument shall be permitted only when CLIENT and RK both so agree; either shall have the right to forbid use by others. In addition, RK shall make its permission contingent upon the satisfaction of certain conditions when, in RK's professional judgment, such a contingency is necessary.

20. **DISPUTE RESOLUTION/LITIGATION.** All claims, disputes, and other controversies between RK and CLIENT arising out of, or in any way related to, the services provided by RK shall be submitted to mediation, before and as a condition precedent to, other remedies provided by law. Any litigation related to the Agreement or RK's performance of its professional services shall be commenced in a court in Bexar County, Texas. CLIENT consents to personal jurisdiction in the State of Texas and agrees that venue of any litigation shall be in Bexar County, the county where RK's principal place of business is located. CLIENT waives any objection to personal jurisdiction in Texas or to venue in Bexar County. The prevailing party in such litigation will be entitled to recover all court costs, attorneys' fees, and other legally recoverable claim-related expenses. As a condition precedent to mediation and / or litigation related to any claim arising out of the services provided under this Agreement, CLIENT shall obtain a written affidavit from a registered, independent, and reputable professional engineer describing any error, omission or other act by RK that allegedly failed to comply with the professional standard of care applicable to RK's performance of services and provide such affidavit to RK. The affidavit shall comply with the requirements of Texas Civil Practice & Remedies Code Chapter 150.
21. **TERMINATION OF CONTRACT.** CLIENT and RK may terminate RK's services at any time upon ten (10) calendar days' written notice. In the event of termination, CLIENT agrees to fully compensate RK for services performed including reimbursable expenses through the termination date, as well as reasonable demobilization expenses. RK will terminate its services without waiving any claims against or incurring any liability to CLIENT.
22. **STATUTE OF LIMITATIONS.** Any applicable statute of limitations will commence to run and any cause of action shall be deemed to have accrued not later than the earlier of the following: (1) the date of the report issued by RK giving rise to the cause of action; (2) the date on which RK issues its last report under this Agreement; or (3) if RK is retained to perform construction observation, the date of substantial completion of the project.
23. **FORCE MAJEURE.** Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control ("Force Majeure") including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected. Force Majeure may not be claimed as a cause for delay in payment of money due and payable hereunder.

24. **NO ASSIGNMENT.** Neither RK nor CLIENT shall assign or transfer its interest in this Agreement without the express written consent of the other.
25. **SEVERABILITY.** Each provision of this Agreement is intended to be severable. If any terms or provisions of this agreement shall be held to be invalid, illegal, or unenforceable for any reason whatsoever, the validity, legality, and enforceability of the remaining provisions hereof shall remain in full force and effect and shall not in any way be affected or impaired thereby. Moreover, to the maximum extent allowed by law, the Parties hereto stipulate that any offending provisions will be modified or altered, as necessary, so as to give such provisions the maximum permissible effect and application intended.
26. **ENTIRE AGREEMENT.** This Agreement, and all of its attachments, constitutes the entire, integrated Agreement between the Parties to it, and this Agreement supersedes all other Agreements, oral or written between the Parties, concerning the subject set forth in this Agreement. This Agreement may not be amended except in writing, with that amendment being signed by both Parties.



SCHEDULE OF FEES FOR PROFESSIONAL SERVICES

PERSONNEL:

| | |
|---|---------------------|
| Principal..... | \$135 to \$250/hour |
| Professional..... | \$70 to \$200/hour |
| Auto Cad Operator..... | \$65 to \$110/hour |
| Technical/Clerical/Administrative | \$40 to \$80/hour |

The specific hourly rate within each classification listed above depends on the experience, special training, and qualifications of the personnel needed for the project. For projects requiring work at any hazardous waste site, there will be a \$10 per hour surcharge added to the normal billing rate for all personnel. Consultants to Raba Kistner (RK) will be charged according to their professional classification.

EXPENSES: Use of company automobiles will be charged at \$1.00 per mile. Automobiles and light trucks assigned to field sites will be charged at \$70.00 per day, plus \$1.00 per mile over 50 miles per day. Copies will be charged at \$0.25 per page.

Other project specific charges for use of RK equipment or for RK testing will be in accordance with established fee schedules. All other project specific, third-party costs will be charged at cost plus 15 percent.

Invoices will be submitted monthly for work in progress in our standard format. They are due and payable upon receipt and become past due 30 days after the billing date. Past due invoices may be subject to late charges at the rate of 1-1/2 percent per month (18 percent per annum). In the event that the State of Texas legislates a sales tax on Professional Services, the amount of the tax will be PAYMENT added to the appropriate service rate charged. Our invoices are due and payable upon receipt at P.O. Box 971037, Dallas, Texas 75397-1037.

Preparation of non-standard invoice will be charged on a time and materials basis in accordance with the rates in this fee schedule.

CONDITIONS: Services will be performed in accordance with our Standard Terms and Conditions.

The proposal to which this schedule is an attachment is valid for 90 days from the date of the proposal.

GEOTECHNICAL ESTIMATE SHEET

PROPOSAL #: PAA24-095-00
 PROJECT TITLE: Pflugerville 12-in. Water Line

PREP BY: RTS/OLB
 DATE: 05/01/24

PROPOSED FIELD EXPLORATION SUMMARY

| Boring Type | No. | Depth, ft | Soil, ft | Rock | Soil, ft | Rock, ft |
|---------------|-----------|-----------|----------|------|------------|----------|
| Water Line | 11 | 10 | 10 | 0 | 110 | 0 |
| | 15 | 20 | 20 | 0 | 300 | 0 |
| | 4 | 35 | 35 | 0 | 140 | 0 |
| | | | | | 0 | 0 |
| | | | | | 0 | 0 |
| | | | | | 0 | 0 |
| Totals | 30 | 65 | | | 550 | 0 |

DRILLING/ FIELD OPERATIONS

| | QUANTITY | UNIT | RATE | TOTAL |
|--|---------------------------|------|----------|--------------------|
| Mobilization of Drill Rig (Min Charge) | 1 | l.s. | \$600.00 | \$600.00 |
| Support Truck | 7 | day | \$100.00 | \$700.00 |
| Standard Soil Sampling (0-50 ft) | 550 | l.f. | \$28.00 | \$15,400.00 |
| Bentonite Backfill | 360 | ft | \$7.00 | \$2,520.00 |
| Pavement Core Patch | 19 | each | \$150.00 | \$2,850.00 |
| Driller Cleanup | 8 | hrs. | \$250.00 | \$2,000.00 |
| | Drilling Subtotal: | | | \$24,070.00 |

FIELD LOGGING/COORDINATION

| | QUANTITY | UNIT | RATE | TOTAL |
|---|--|------|------------|--------------------|
| Utility Locating | 2 | day | \$1,250.00 | \$2,500.00 |
| Traffic Control (Full Day Lane Closure) | 5 | day | \$1,875.00 | \$9,375.00 |
| | Other Direct Expenses Subtotal: | | | \$11,875.00 |

STAKING/LOGGING/COORDINATION

| | QUANTITY | UNIT | RATE | TOTAL |
|---|--------------------------|------|----------|-------------------|
| Staking | 14 | hrs. | \$100.00 | \$1,400.00 |
| Logging (Geotechnical Logger/Geologist) | 48 | hrs. | \$85.00 | \$4,080.00 |
| | Logging Subtotal: | | | \$5,480.00 |

LABORATORY TESTING

| | QUANTITY | UNIT | RATE | TOTAL |
|--|--------------------------|------|----------|--------------------|
| Atterberg Limits | 40 | ea. | \$125.00 | \$5,000.00 |
| Moisture Content (at 5 ft intervals) | 200 | ea. | \$15.00 | \$3,000.00 |
| Minus 200-mesh Sieve | 20 | ea. | \$62.50 | \$1,250.00 |
| Unconfined Compression (Soil) | 15 | ea. | \$60.00 | \$900.00 |
| Corrosivity Test (Chloride, pH, Resistivity) | 15 | ea. | \$180.00 | \$2,700.00 |
| | Testing Subtotal: | | | \$12,850.00 |

ENGINEERING AND REPORTING



| | QUANTITY | UNIT | RATE | TOTAL |
|----------------------------|------------------------------|------|----------|-------------------|
| Vice President | 1 | hrs. | \$205.00 | \$205.00 |
| Group Manager | 4 | hrs. | \$195.00 | \$780.00 |
| Project Manager | 6 | hrs. | \$175.00 | \$1,050.00 |
| Graduate Engineer | 25 | hrs. | \$135.00 | \$3,375.00 |
| Drafter (CADD Operator) | 2 | hrs. | \$100.00 | \$200.00 |
| Administrative Coordinator | 2 | hrs. | \$70.00 | \$140.00 |
| | Engineering Subtotal: | | | \$5,750.00 |

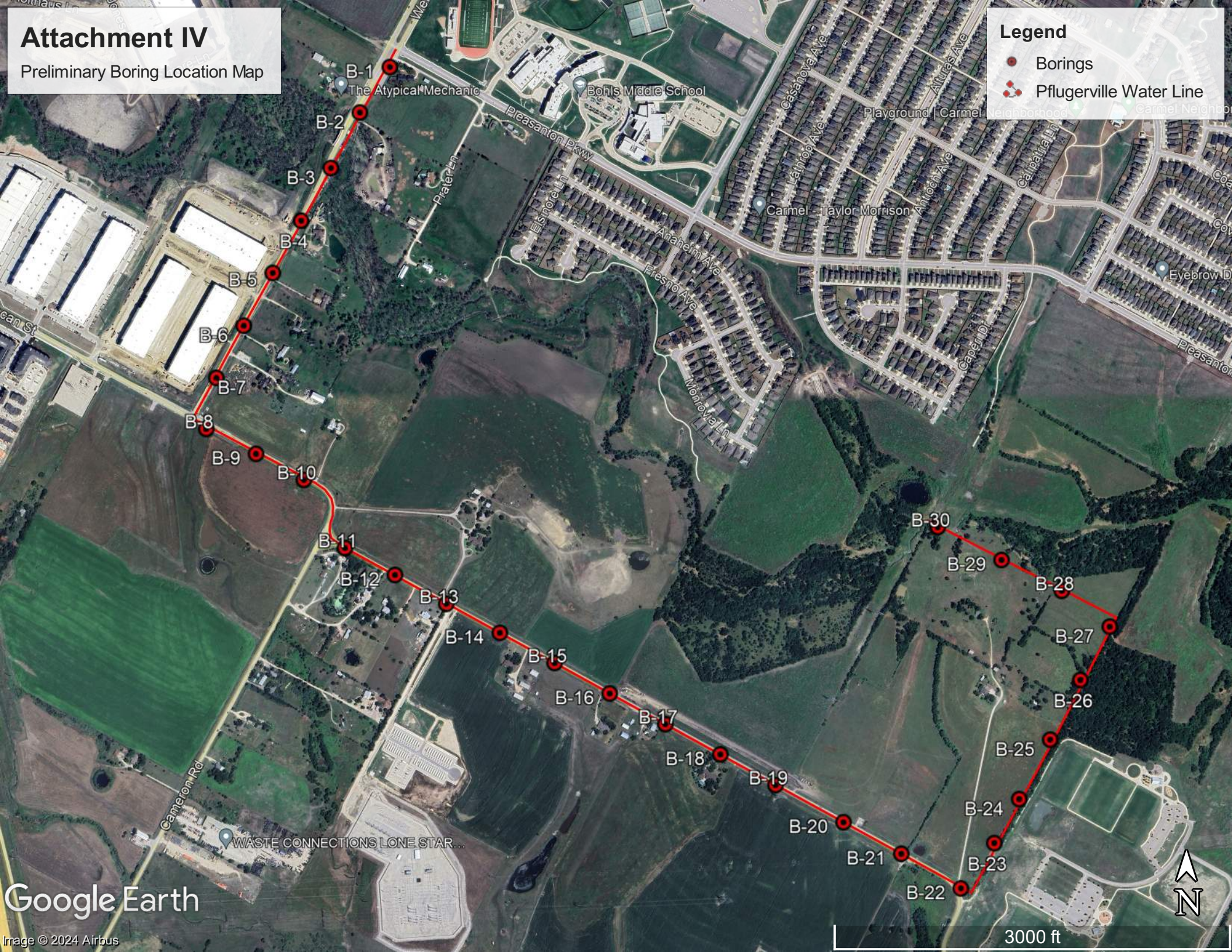
TOTAL: \$60,025.00

Attachment IV

Preliminary Boring Location Map

Legend

-  Borings
-  Pflugerville Water Line



Proposal No. PSF24-166-00
June 4, 2024



12821 W. Golden Lane
San Antonio, TX 78249

Mr. Jerod Mott, PE, CFM
Binkley & Barfield
190 South Seguin Avenue
New Braunfels, Texas 78130

PO Box 690287
San Antonio, TX 78269

P 210.699.9090
F 210.699.6426
TBPE Firm F-3257

**RE: Environmental Services
Pflugerville Waterline
Pflugerville, Travis County, Texas
30.414546°, -97.571124°**

WWW.RKCI.COM

Dear Mr. Mott:

Pursuant to your request, **Raba Kistner, Inc. (RKI)** is pleased to submit this scope of work to Binkley & Barfield (CLIENT) for the above-referenced project in the City of Pflugerville, Travis County, Texas. **RKI** understands that project consists of the installation of approximately 14,730 linear feet of waterline.

I. SCOPE OF WORK

STANDARD SERVICES

Task 1 Environmental Due Diligence Report

RKI will review desktop resources and conduct a site visit and prepare one draft environmental constraints map for each project location using GIS. Available GIS coverage for the project area will be acquired from various public data sources and used to prepare the map. Any GIS data used will be combined with desktop interpretations and coordination with design engineers to provide the available and necessary information for the planning phases of the project. This data will be prepared in exhibit format to facilitate completion of this work authorization.

A limited field investigation will be conducted to observe site conditions and to verify data resulting from desktop reviews. **RKI** will prepare an Environmental Constraints Analysis (ECA) report, which will summarize the desktop and limited field investigation reviews of environmental, cultural, and social considerations. In addition, the report will discuss project funding and will outline potential compliance activities linked to funding type(s).

The ECA Reports will include the following sections.

- Introduction
- Need and Purpose
- Community Features and Demographics
 - Land Use
 - Community Profile
 - Demographics

- Cultural Resources
 - Previous Archeological Investigations and Known Cultural Resources
 - Findings and Recommendations
- Hazardous Materials
 - Regulatory Databases
 - Historic Topographic Maps
 - Historical Aerial Photography
 - Windshield Survey
- Biological Resources (including potential karst)
- Water Resources
 - Surface Waters and Wetlands
- Other Considerations
 - Important/Prime Farmlands
 - National Environmental Policy Act Compliance
- Recommendations
- References
- Acronyms

This report may be used for planning purposes and may be referenced in documentation prepared for future phases of these projects.

Task 2 Waters of the U.S. Delineation

RKI will conduct one (1) field investigation and prepare a Waters of the U.S. (WOUS) (including wetlands) determination and delineation report in accordance with current federal delineation methodology including the 1987 USACE Wetland Delineation Manual and 2010 Regional Supplement for the Atlantic and Gulf Coastal Plains. A determination will be made regarding the presence of potential WOUS, as defined using prescribed USACE guidance, that may be subject to Clean Water Act Section 404 jurisdiction. Should any potential jurisdictional features be identified, **RKI** will identify and delineate the boundaries, including special aquatic sites (e.g., wetlands), and collect a minimum of two representative wetland sample data points. If no surface water features are identified, two Wetland Determination Data Forms will be completed to document negative findings. Any identified stream/wetland boundaries will be surveyed using a survey-grade Global Positioning Satellite (GPS) system with sub-meter accuracy.

RKI will prepare a delineation report for the site complete with appropriate field data forms to provide documentation of these conditions. The report will include:

- Brief description of the project, methods/sampling procedures, and results as required by the USACE;
- Boundaries of any waters of the U.S. identified in the field;
- Figure depicting the location of each wetland sample data point;
- Completed wetland data forms;
- Area (acres) of potential jurisdictional waters of U.S. shown on an exhibit;

- Pertinent published data (e.g., historical USGS topographic maps, historical aerial photography, Federal Emergency Management Agency maps, National Wetland Inventory Maps, and USDA soil surveys) to support the findings.

Task 3 Protected Species Habitat Evaluation

This task includes an assessment of habitat for rare, threatened, and endangered species and U.S. Fish & Wildlife designated critical habitat. **RKI** will research readily available environmental information from appropriate local, state, and federal agencies relative to the project area. This will include a review of desktop resources such as USGS topographic maps, aerial photography, Texas Parks and Wildlife Department (TPWD), Natural Diversity Database (TXNDD) Element of Occurrence Records (EOR), and TPWD Rare Resources by County lists. A U.S. Fish & Wildlife designated critical habitat field visit will be conducted in support of the assessment. The vegetation of the project area will be characterized, as will the ecological setting in accordance with TPWD map publications, including *The Vegetation Types of Texas*. This field data will aid in determining the potential presence habitat suitable for state and federally listed species and critical habitat in the proposed project area. **RKI** will prepare a report documenting the findings, including any recommendations for additional activities or implementation of best management practices during construction.

Task 4 Cultural Resources Desktop Survey

RKI will conduct an in-depth archaeological desktop study for the proposed undertaking for planning and development purposes. The review will examine a variety of historical and archaeological resources including, but not limited to, historic-age aerial photography, historical plat and road maps, newspapers, the THC's Texas Archeological Sites Atlas, city and county archives, and genealogical records. The purpose of the review will be to determine land use and development of the Project Area overtime, and to determine the likelihood of encountering significant cultural deposits within the project boundaries that may have the potential to be listed on the National Register of Historic Places (NRHP) or may be formally designated as State Antiquities Landmarks (SALs). The results of the review will help to pinpoint high-probability areas within the Project Area that will require intensive archaeological investigations.

Following the archaeological desktop study, **RKI** Archaeologists will produce a letter report of the findings and recommendations for additional work (i.e., intensive archaeological investigations). The letter report will be submitted to the CLIENT for review. Upon approval, **RKI** will submit copies of the letter report to the THC Archaeological Division for consultation. Consultation with the CLIENT and the THC will determine the level of effort required for the undertaking prior to construction.

Task 5 Phase I Environmental Site Assessment

RKI will conduct a Phase I Environmental Site Assessment (ESA) in general accordance with ASTM E1527-21 Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process (ASTM E1527-21). The Phase I ESA will satisfy one of the requirements to qualify for the innocent landowner, contiguous property owner, or bona fide prospective purchaser limitations in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA). **RKI** will assess 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 accordance with ASTM E2600-22; and
- Preparation of a written report.

Items to be provided by client:

- Property Access (i.e. right-of-entry)
- Project footprint file (CAD, kml, shapefile, or .pdf)

Limitations:

- Additional Studies:
 - Any studies, field visits, or other activities that may be requested by CLIENT or other parties and are not specifically referenced in this proposal are excluded from this scope of work. These may include, but are not limited to, Section 404 permitting, impact evaluations, stream or wetland mitigation, or others. Unless noted otherwise, no state or local permits will be obtained (i.e. Floodplain, etc.).

II. COST AND DURATION

We will provide the above scope of work on a **Hourly, Not to Exceed** basis, based on the table below:

| Standard Services | |
|--|--------------------|
| Task 1 Environmental Due Diligence Report | \$4,077.00 |
| Task 2 Waters of the U.S. Delineation | \$5,983.00 |
| Task 3 Protected Species Habitat Evaluation | \$5,983.00 |
| Task 4 Cultural Resources Desktop Survey | \$5,770.00 |
| Task 5 Phase I Environmental Site Assessment | \$4,610.00 |
| Expenses | \$1,245.00 |
| Total Standard Services | \$27,668.00 |

We are prepared to initiate this project immediately and anticipate Tasks 1-4 can be completed and submitted to the CLIENT within 35 business days after we receive written authorization to proceed and all items to be provided by CLIENT. Following approval by CLIENT, **RKI** will summarize the information for Task 1.

III. ACCEPTANCE

This proposal and the attachments listed below constitute the contract between us. Please sign below as your acceptance of this contract and to authorize **RKI** to proceed with this project.

| <u>Attachment</u> | <u>Description</u> |
|-------------------|--|
| I | Standard Terms and Conditions |
| II | Schedule of Fees for Professional Services |

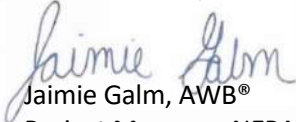
Our invoices are due and payable upon receipt at P.O. Box 971037, Dallas, Texas 75397-1037. All parties hereby agree that this contract upon acceptance will be performable in Travis County, Texas.

RKI considers the data and information contained in this proposal to be proprietary. This statement of qualifications and any information contained herein shall not be disclosed and shall not be duplicated or used in whole or in part for any purpose other than to evaluate this proposal.

We appreciate the opportunity of submitting this proposal and look forward to working with you in the development of this project.


Very truly yours,

RABA KISTNER, INC.



Jaimie Galm, AWB®

Project Manager, NEPA/Natural Resources



Brady O'Neal
Assistant Director, EP&P

Accepted By _____
(Signature)

(Typed or Printed Name)

(Title)

Date _____

JG/BON/srw

Attachments:

- I – Standard Terms and Conditions
- II – Schedule of Fess for Professional Services

Copies Submitted: Above (1 Electronic PDF Copy)



STANDARD TERMS AND CONDITIONS

1. DEFINITIONS.

1.1 **RK.** Raba Kistner, Inc., and / or one of its subsidiaries (Project Control of Texas, Inc. or PC Sports, Inc.) that is being engaged to provide the services to CLIENT in connection with the delivery of the proposal to which these Standard Terms and Conditions relate.

1.2 **CLIENT.** Person, entity or organization for which RK is rendering services regarding the Project.

1.3 **PROJECT.** The activity, venture, plan, building, site or investigation for which CLIENT has engaged RK to provide professional services.

1.4 **CONTRACTOR.** Person, entity or organization providing construction services, including labor and material for the Project.

1.5 **SERVICES.** The professional services to be performed by RK as set forth in the proposal or Agreement to which the Standard Terms and Conditions are attached.

1.6 **AGREEMENT.** RK's proposal accepted by CLIENT and these Standard Terms and Conditions which are incorporated into and made a part of the Agreement.

2. **SERVICES.** RK is being engaged by the CLIENT to render professional services ("Services") involving only RK's advice, judgment and opinion. RK may subcontract all or a portion of the Services performed hereunder. RK shall apply professional judgment in determining the extent to which RK complies with any given standard identified in RK's instruments of professional services. CLIENT expressly acknowledges that RK makes no warranties or guarantees, expressed or implied, regarding the Services.

3. **INFORMATION PROVIDED BY CLIENT.** CLIENT may provide or direct RK to utilize or rely upon certain information ("CLIENT Information") in the performance of RK's services. RK shall be entitled to rely upon such CLIENT Information. RK will not conduct an independent evaluation of the accuracy or completeness of such CLIENT Information and shall not be responsible for any errors or omissions in such information. RK's report, as well as any recommendations, findings, and conclusions made by RK, are dependent on information received from CLIENT. Changes or modifications to the information provided by CLIENT can affect RK's evaluation, recommendations, findings and conclusions, and CLIENT agrees—as a material term of this Agreement—to notify RK immediately, in writing, if CLIENT becomes aware of any such changes or modifications, including changes to the size, scope, location, or other material characteristics of CLIENT's project. The CLIENT shall be responsible for providing

the location of all underground utilities and other structures in the vicinity of RK borings or excavations. RK will not accept responsibility and will not be liable for affecting or damaging any underground utility, underground storage tank, or other subsurface condition not previously identified and located, or improperly located, by the CLIENT, a utility, or a utility locating agency.

4. **SITE ACCESS AND SITE SAFETY.** CLIENT shall provide right-of-entry to the buildings and sites which are the subjects of RK's services. CLIENT represents that it possesses authority for such right-of-entry and that the building/site operator(s) possess the necessary permits and licenses for current activities at the site. RK shall be responsible for supervision and site safety measures of its own employees and subconsultants, but shall not be responsible for the supervision or health and safety precautions of any other parties, including CLIENT, CLIENT's contractors, subcontractors, or other parties present at the site.

5. **SUBSURFACE EXPLORATIONS.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. CLIENT understands RK's layout of boring and test locations is approximate and that RK may deviate a reasonable distance from those locations. RK will take reasonable precautions to reduce damage to the site when performing services; however, CLIENT accepts that invasive services such as drilling, or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the scope of services.

6. **CHANGED CONDITIONS.** If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to RK are uncovered or revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, RK may require renegotiation of appropriate portions of this Agreement. RK shall notify the CLIENT of the changed conditions necessitating renegotiation, and RK and the CLIENT shall promptly and in good faith attempt to renegotiate the terms of the agreement affected by the changed conditions. If changes cannot be agreed to with respect to the changed conditions, the parties shall utilize the Dispute Resolution/Litigation procedures in this Agreement.

7. **TESTING AND OBSERVATIONS.** CLIENT understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. RK will provide test results and opinions based on tests and field observations only for the work tested. CLIENT understands that testing and observation are not continuous or exhaustive and are conducted to reduce – not eliminate – project risk. CLIENT agrees to the level or amount of testing performed and the associated risk. CLIENT is responsible (even if CLIENT delegates such responsibility to Contractor) for notifying and scheduling RK to perform these services. RK shall not be responsible for the quality and completeness of contractor's work or Contractor's adherence to the project plans, specifications and other related documents. RK's performance of testing and observation services shall not relieve Contractor in any way from responsibility for defects discovered in Contractor's work or create a

warranty or guarantee on the part of RK. CLIENT acknowledges that RK will not supervise or direct the work performed by Contractor or its subcontractors and is not responsible for their means and methods.

8. **ESTIMATE OF FEES FOR SERVICES.** If included as part of RK's proposal, RK will, to the best of its ability, perform the scope of services within the proposed fee estimate provided by RK. RK's proposal fees are based upon an estimate of the services required to meet the specifications for the project and following generally accepted engineering practices. The CLIENT recognizes that unforeseen circumstances along with changes in scope and project/contractor's schedules can influence the successful completion of the scope of services within the estimated proposed fees. Because Contractor has sole control over the project and determines the means and methods used to build/construct the project, RK's service fees are estimates and not lump sum or guaranteed maximum fees. The CLIENT is fully responsible for payment for all services provided, including retests of areas or samples that failed to meet Project specifications. The Estimate of Fees is valid for a period of 60 days after RK's proposal is submitted to CLIENT. If RK's proposal is not accepted by CLIENT within 60 days after it is submitted to CLIENT, RK may modify the Estimate of Fees.
9. **REPORTS.** RK may provide CLIENT with written reports in connection with the Services performed. Such reports will present such findings and conclusions as RK may reasonably make with the information gathered while performing its services and provided by CLIENT. The reports may be copied for inclusion in other documents related to the project provided they are reproduced in their entirety. Reports and other instruments of service are prepared for, and made available for, the sole use of the CLIENT, and the contents thereof may not be used or relied upon by others without the express written authorization of RK. Any unauthorized use or distribution of RK's reports shall be at the CLIENT's sole risk and without liability to RK.
10. **TOXIC AND HAZARDOUS MATERIALS.** CLIENT shall provide RK with all information within CLIENT's possession or knowledge related to the potential or presence of toxic or hazardous materials or pollutants at the Project site. CLIENT agrees that RK neither created nor contributed to the creation or existence of any toxic or hazardous materials or pollutants. In no event shall RK be required to sign a hazardous waste manifest or take ownership of any toxic or hazardous materials or pollutants. If unanticipated toxic or hazardous materials or pollutants are encountered while RK is performing its services, RK reserves the right to stop field operations and notify CLIENT and CLIENT assumes responsibility to notify appropriate regulatory agencies. RK and CLIENT must mutually agree to remobilize.
11. **NO THIRD-PARTY BENEFICIARIES.** The services and any report(s) prepared under this Agreement are for the sole benefit and sole use of CLIENT and are not for the use of any other party or person. Only CLIENT may rely upon the services and any report or work product. Nothing in this Agreement, or any subsequent amendments or modifications, or in any report issued under this Agreement, shall create a contractual relationship with

or a cause of action in the favor of any third party against either RK or CLIENT. If CLIENT provides a copy of any report prepared by RK to others, it shall advise the recipient that the information contained in the report is provided for information only and is not to be relied upon by third parties.

12. **LEED PROJECTS.** Unless specifically addressed elsewhere in this agreement, RK has no responsibility or liability, including duty to defend or duty to indemnify, any party (including but not limited to CLIENT, owner, owner's agents, architects, engineers, contractors, construction managers, subcontractors) for the LEED certification process including: developing, producing, or retaining any documentation relating to the calculation of LEED points; and attainment of LEED certification points or LEED ratings.
13. **STANDARD OF CARE.** RK shall perform its professional services in accordance with the standard of care and diligence normally practiced by professional firms in performing services of a similar nature, in the same locality, under similar circumstances. CLIENT expressly acknowledges that RK makes no other warranties or guarantees, expressed or implied, regarding its professional services or its work product.
14. **RISK ALLOCATION.** RK will be responsible only for its own work, and that of its sub-consultants, and not for defects in the work designed or built by others.
15. **LIMITATION OF LIABILITY.** CLIENT AND RK HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING RK'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS SO, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF RK (AND ITS RELATED ENTITIES, EMPLOYEES, OWNERS, AGENTS, AND REPRESENTATIVES) TO CLIENT (AND THIRD PARTIES GRANTED RELIANCE ON RK'S WORK PRODUCT, OR OTHERWISE SEEKING RECOVERY UNDER THIS AGREEMENT) IS LIMITED TO THE GREATER OF \$100,000 OR THE FEE PAID RK UNDER THIS AGREEMENT, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF RK'S SERVICES OR THIS AGREEMENT REGARDLESS OF CAUSE(S) OR THE THEORY OF LIABILITY.
16. **CONSEQUENTIAL DAMAGES.** Neither CLIENT nor RK will be liable to the other for any special, consequential, indirect, incidental or penal losses or damages of any kind, nor will CLIENT or RK be liable to the other for losses, damages, or claims, regardless of how defined, related to: lost profits; unavailability of property or facilities; shutdowns or service interruptions; loss of use, revenue, opportunity, or inventory; use charges, carrying costs, cost of substitute facilities, goods, or services; cost of capital, or claims of any other party and/or its customers.
17. **SUSPENSION OF SERVICES.** If CLIENT fails to make payments when due or otherwise is in breach of this Agreement, RK may suspend performance of services upon seven (7) calendar days' notice to CLIENT. RK shall have no liability whatsoever to CLIENT for any costs or damages as a result of such suspension. Upon payment in full by CLIENT, RK may resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for RK to resume performance. Payment of invoices shall not be subject to any discounts or set-offs by CLIENT unless agreed to in writing by RK. Payment to RK for services rendered and expenses incurred will be due and payable regardless of any subsequent suspension or termination of this Agreement by either party. CLIENT shall not make any changes to RK's banking and deposit information or payment instructions unless CLIENT

communicates the requested changes to RK orally and in writing and obtains written confirmation from an RK officer that the requested changes are legitimate and authorized by RK. If CLIENT makes a payment to a third party instead of to RK based on an unauthorized request to CLIENT for a change to RK's banking and deposit information or payment instructions and without obtaining written confirmation of the change from RK, CLIENT will remain liable to RK for payment of the amount of the unauthorized payment.

18. **WAIVER OF SUBROGATION.** To the extent damages are covered by property insurance, or any other available insurance coverage, CLIENT and RK waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages. CLIENT agrees that CLIENT shall procure or cause to be procured builder's risk insurance or other property insurance for its project. RK and CLIENT waive all rights against each other and any of their consultants, contractors, subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, flood, or other causes of loss to the extent covered by CLIENT's or CLIENT's Contractor's builder's risk insurance, or other available insurance coverage. The policies shall provide waivers of subrogation by endorsement or otherwise. CLIENT shall require of its contractors, consultants, agents and employees similar waivers in favor of RK and its subconsultants. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

19. **OWNERSHIP OF DOCUMENTS.** RK's reports, drawings, plans, specifications, and other documents and deliverables are instruments of professional service ("Instruments of Service") developed by RK in contemplation of a wide array of project-specific variables, including how the documents will be used and by whom. RK shall be the author, owner and custodian of the Instruments of Service, and shall retain all common law, statutory, and other reserved rights, including copyright. By execution of this Agreement, RK grants to CLIENT a limited, nonexclusive license to use the Instruments of Service for purposes of constructing, using, and maintaining the project for which the services are performed, provided CLIENT substantially performs its obligations, including prompt payment of all sums when due, under this agreement.

Upon completion of the services, and payment in full of all monies due RK, CLIENT may retain copies of all such documents. **THE INSTRUMENTS OF SERVICE ARE NOT INTENDED NOR REPRESENTED TO BE SUITABLE FOR REUSE ON EXTENSIONS, MODIFICATIONS, OR ADAPTATIONS OF THE PROJECT, OR ANY OTHER PROJECT. ANY REUSE OF SUCH DOCUMENTS, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY RK FOR THE SPECIFIC PURPOSE INTENDED, WILL BE AT CLIENT'S SOLE RISK WITHOUT LIABILITY OR LEGAL EXPOSURE TO RK. CLIENT AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY, DEFEND, AND HOLD HARMLESS RK, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND CONSULTANTS AGAINST ALL CLAIMS,**

DAMAGES, LOSSES, AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES, DEFENSE COSTS, AND COURT COSTS) ARISING FROM, OR ALLEGEDLY ARISING FROM, OR IN ANY WAY CONNECTED WITH, THE UNAUTHORIZED REUSE OR MODIFICATION OF THE DOCUMENTS BY CLIENT OR ANY PERSON OR ENTITY THAT ACQUIRES OR OBTAINS THE DOCUMENTS FROM OR THROUGH CLIENT WITHOUT THE WRITTEN AUTHORIZATION OF RK REGARDLESS OF WHETHER SUCH CLAIMS, DEMANDS, OR ACTIONS ARE FOUNDED IN WHOLE OR IN PART UPON ALLEGED NEGLIGENCE OF RK, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR CONSULTANTS.

Parties other than CLIENT and RK may apply to use an instrument, using a form prepared by RK for that purpose. Others' use of an instrument shall be permitted only when CLIENT and RK both so agree; either shall have the right to forbid use by others. In addition, RK shall make its permission contingent upon the satisfaction of certain conditions when, in RK's professional judgment, such a contingency is necessary.

20. **DISPUTE RESOLUTION/LITIGATION.** All claims, disputes, and other controversies between RK and CLIENT arising out of, or in any way related to, the services provided by RK shall be submitted to mediation, before and as a condition precedent to, other remedies provided by law. Any litigation related to the Agreement or RK's performance of its professional services shall be commenced in a court in Bexar County, Texas. CLIENT consents to personal jurisdiction in the State of Texas and agrees that venue of any litigation shall be in Bexar County, the county where RK's principal place of business is located. CLIENT waives any objection to personal jurisdiction in Texas or to venue in Bexar County. The prevailing party in such litigation will be entitled to recover all court costs, attorneys' fees, and other legally recoverable claim-related expenses. As a condition precedent to mediation and / or litigation related to any claim arising out of the services provided under this Agreement, CLIENT shall obtain a written affidavit from a registered, independent, and reputable professional engineer describing any error, omission or other act by RK that allegedly failed to comply with the professional standard of care applicable to RK's performance of services and provide such affidavit to RK. The affidavit shall comply with the requirements of Texas Civil Practice & Remedies Code Chapter 150.
21. **TERMINATION OF CONTRACT.** CLIENT and RK may terminate RK's services at any time upon ten (10) calendar days' written notice. In the event of termination, CLIENT agrees to fully compensate RK for services performed including reimbursable expenses through the termination date, as well as reasonable demobilization expenses. RK will terminate its services without waiving any claims against or incurring any liability to CLIENT.
22. **STATUTE OF LIMITATIONS.** Any applicable statute of limitations will commence to run and any cause of action shall be deemed to have accrued not later than the earlier of the following: (1) the date of the report issued by RK giving rise to the cause of action; (2) the date on which RK issues its last report under this Agreement; or (3) if RK is retained to perform construction observation, the date of substantial completion of the project.
23. **FORCE MAJEURE.** Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control ("Force Majeure") including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected. Force Majeure may not be claimed as a cause for delay in payment of money due and payable hereunder.

24. **NO ASSIGNMENT.** Neither RK nor CLIENT shall assign or transfer its interest in this Agreement without the express written consent of the other.
25. **SEVERABILITY.** Each provision of this Agreement is intended to be severable. If any terms or provisions of this agreement shall be held to be invalid, illegal, or unenforceable for any reason whatsoever, the validity, legality, and enforceability of the remaining provisions hereof shall remain in full force and effect and shall not in any way be affected or impaired thereby. Moreover, to the maximum extent allowed by law, the Parties hereto stipulate that any offending provisions will be modified or altered, as necessary, so as to give such provisions the maximum permissible effect and application intended.
26. **ENTIRE AGREEMENT.** This Agreement, and all of its attachments, constitutes the entire, integrated Agreement between the Parties to it, and this Agreement supersedes all other Agreements, oral or written between the Parties, concerning the subject set forth in this Agreement. This Agreement may not be amended except in writing, with that amendment being signed by both Parties.



SCHEDULE OF FEES FOR PROFESSIONAL SERVICES

PERSONNEL:

| | |
|---|---------------------|
| Principal..... | \$135 to \$250/hour |
| Professional..... | \$70 to \$200/hour |
| Auto Cad Operator..... | \$65 to \$110/hour |
| Technical/Clerical/Administrative | \$40 to \$80/hour |

The specific hourly rate within each classification listed above depends on the experience, special training, and qualifications of the personnel needed for the project. For projects requiring work at any hazardous waste site, there will be a \$10 per hour surcharge added to the normal billing rate for all personnel. Consultants to Raba Kistner (RK) will be charged according to their professional classification.

EXPENSES: Use of company automobiles will be charged at \$1.00 per mile. Automobiles and light trucks assigned to field sites will be charged at \$70.00 per day, plus \$1.00 per mile over 50 miles per day. Copies will be charged at \$0.25 per page.

Other project specific charges for use of RK equipment or for RK testing will be in accordance with established fee schedules. All other project specific, third-party costs will be charged at cost plus 15 percent.

Invoices will be submitted monthly for work in progress in our standard format. They are due and payable upon receipt and become past due 30 days after the billing date. Past due invoices may be subject to late charges at the rate of 1-1/2 percent per month (18 percent per annum). In the event that the State of Texas legislates a sales tax on Professional Services, the amount of the tax will be PAYMENT added to the appropriate service rate charged. Our invoices are due and payable upon receipt at P.O. Box 971037, Dallas, Texas 75397-1037.

Preparation of non-standard invoice will be charged on a time and materials basis in accordance with the rates in this fee schedule.

CONDITIONS: Services will be performed in accordance with our Standard Terms and Conditions.

The proposal to which this schedule is an attachment is valid for 90 days from the date of the proposal.

April 30, 2024
Revised June 4, 2024

Survey Scope & Fee
City of Pflugerville – Cameron Rd 12” Waterline
Travis County, Texas

Baseline Corporation (Surveyor) appreciates the opportunity to provide professional surveying services for Cameron Road 12-inch Waterline (Project) for the City of Pflugerville. The Project site is located east of SH 130 in the city of Pflugerville and consists of a 200-foot wide corridor extending approximately 2.8 miles. The survey limits begin at the intersection of Pleasanton Parkway with Weiss Lane and continue southwest, within private property, centered roughly 15 feet offset from the east right-of-way of Weiss Lane, approximately 0.6-mile to the intersection with East Pecan Street, continuing southeast within private property adjoining the north right-of-way of East Pecan Street approximately 0.3-mile to the intersection with Cameron Road, continuing southeast within private property adjoining the north right-of-way of Cameron Road approximately 1-mile, and continuing northeast approximately 0.5-mile along Travis CAD Parcel ID 755091, and continuing northeast approximately 0.4-mile to the intersection of Melber Lane with Pleasanton Parkway, according to the revised alignment *Pflugerville Water Line Route 24-05-29.kmz* received via email on 5/30/2024. It is our understanding that the surveying tasks for this project include horizontal and vertical control, right-of-entry coordination, abstract and right-of-way mapping, topographic design surveying, aerial mapping, easement descriptions, and subsurface utility surveying.

Scope of Services:

Horizontal & Vertical Control

Surveyor shall contact Texas 811 for utility locates to confirm utilities are clear in the areas of proposed survey control. Surveyor shall set a total of 10 horizontal and vertical primary control points using a 1/2-inch rebar 18 inches long with cap. Primary control points shall be set in inter-visible pairs at an approximate spacing of 800 feet, away from possible disturbance from construction activity, spaced evenly throughout the project. Primary control points shall be used as the primary horizontal and vertical control for the project and as benchmarks for the project. Horizontal and vertical data for primary control shall be based on Static RTK observations using the Leica Smartnet Network. The horizontal datum shall be based on NAD83 (2011) using the Texas Coordinate System, Central Zone (4203), using either the client-provided existing project surface adjustment factor, or a site-specific surface adjustment factor determined at time of survey. The vertical datum shall be based on NAVD88 using Geoid 18 established using digital differential levelling. Secondary control points shall be set as necessary for conventional ground surveying and aerial mapping. Deliverable will be a Survey Control Index Sheet in .pdf format showing all project control, signed and sealed by a Registered Professional Land Surveyor.

Right-of-Entry Coordination

Surveyor shall perform necessary research to obtain ownership records for properties affected by the project limits. Surveyor shall prepare a project ownership spreadsheet and perform right-of-entry (ROE) coordination by issuing ROE request letters for site access from property owners to secure access for locating rear property corners and topographic design surveying within the survey limits. Surveyor assumes 20 properties will be included in the ROE coordination task. Platted subdivision lots will not be affected. Unresponsive properties will be issued a certified letter after three weeks and site visits will be performed to secure in person. If properties are still unresponsive after three additional weeks, they will be considered non-responsive and will require additional

coordination by the client. Deliverable will be an ownership spreadsheet in .xlsx format and copies of all ROE letters received in .pdf format.

Abstract & Right-of-Way Mapping

Surveyor will perform necessary research to acquire right-of-way (ROW) maps and record ROW deeds, current adjoining property deeds and subdivision plats for properties affected by the project limits. Field boundary reconnaissance will be performed to locate found subject property and adjoining property corner monumentation. Rear property corners will be located on properties that grant ROE access. Results will be compared, and boundary resolutions determined for affected rights-of-way and properties adjoining the project limits. Title reports will be secured for each property and existing easements of record discovered during abstracting will be shown on the survey. A Texas Registered Professional Land Surveyor will direct all aspects of the survey. Deliverable will be PDF copies of property research and a CAD file showing established ROW lines, adjoining property lines, found easements and record property ownership information.

Topographic Design Surveying

Surveyor shall provide design level topographic survey data within the project survey limits. The survey will be performed on the ground utilizing a combination of technologies including UAV-based imagery and lidar fused with traditional GPS-based and conventional field observation methods. The survey will locate found visible features, both horizontally and vertically, including existing on-site structures, drainage features, adjacent and onsite sidewalks, curb lines, pavement, roadway paint striping, driveways, fences, and visible above-ground utility appurtenances within the survey limits. Flowline elevations of found storm water and sanitary sewer manhole inlet structures immediately adjoining the site will be identified. The survey will obtain topographic field elevations throughout the project site for aerial mapping validation and for use in developing a digital terrain model. The survey will field-locate found protected trees 6 inches or greater in trunk diameter measured at breast height, in accordance with municipal code. Trees will be tagged in the field and shown on the survey noting trunk diameter, species, and canopy size. Surveyor will perform one separate mobilization to locate up to twenty geotechnical bore holes. Survey deliverable will be a CAD file in .dwg format showing trees, topographic points, features and 1ft contours, accompanied by a points file in .csv format and digital terrain model in .xml format.

Aerial Mapping

Surveyor will facilitate FAA clearance and perform aerial mapping of the above referenced Project site, limited to a 200-foot wide swath centered on the project corridor limits. Aerial mapping will be based on the project datum referenced above. The Survey will be performed utilizing UAV lidar and imagery and will integrate traditional on the ground surveying performed during the topographic design surveying task. Lidar will be calibrated to ground targets installed at time of survey, validated by ground survey, and classified to bare earth throughout the project site for use in developing a digital terrain model. Aerial mapping deliverables will be a bare-earth classified point cloud in .las format, and half-foot per pixel Ortho-mosaic imagery in .tif format.

Easement Descriptions

Surveyor will use the right-of-way and adjoining property boundary determinations in conjunction with proposed easement geometry received by the client's engineer to prepare metes and bounds legal descriptions with accompanying parcel plats for up to 20 easements within the project limits. Surveying will conform to TSPS standards and specifications for a Category 1B, Condition 2 Standard Land Survey. Easement staking and monumentation is specifically excluded from this proposal and the easement surveys will be prepared on a lump sum per parcel basis.

Unusual boundary circumstances including necessary research beyond that furnished by a title company, if a title commitment is received, and extensive analysis required due to discrepancies in property descriptions between subject and adjoining property deeds and where inadequate/insufficient monumentation exists on the ground to meet mandated standards for boundary resolution, or where tracts for which gaps or gore determinations are required, or applicability of archaic, vague or poorly documented descriptions can cause delay and added effort to resolve and requires approval of a supplemental services agreement to address.

Subsurface Utility Surveying

Surveyor will coordinate with the subsurface utility engineering (SUE) provider for utility locates. Markings placed by the SUE provider will be located during one separate mobilization. Surveyor assumes approximately 5000 linear feet of QL-B subsurface utility marks and up to 10 QL-A test holes.

Schedule:

Design Survey deliverables shall be submitted within 60 days of receipt of notice-to-proceed. Easement Description deliverables shall be submitted within 30 days of receipt of notice-to-proceed and approved proposed easement linework.

Compensation:

The above Scope of Services shall be completed for the following estimated hourly not-to-exceed fees*:

| | |
|---|----------|
| Horizontal & Vertical Control – | \$19,180 |
| Right-of-Entry Coordination – | \$10,650 |
| Abstract & Right-of-Way Mapping – | \$54,250 |
| Topographic Design Surveying – | \$25,250 |
| Aerial Mapping – | \$18,040 |
| Easement Descriptions (lump sum per parcel, assumes 20) – | \$52,000 |
| Subsurface Utility Surveying – | \$ 5,630 |

The total estimated fee for surveying is \$185,000

**SUBSURFACE UTILITY ENGINEERING
SCOPE OF SERVICES**

SUBSURFACE UTILITY ENGINEERING (SUE)

Subsurface Utility Engineering (SUE) is the Management of Risk regarding utilities. It is performed pursuant to the American Society of Civil Engineers (ASCE) Standards Number CI-38-22. Under these Standards, four Quality Levels are defined that establish the various accuracy in the X,Y,Z position of a utility.

- ❖ QL-D Records Research – Collection of available utility records.
- ❖ QL-C Surface Feature Survey – Drawing of utility surface features (manholes, fire hydrants, marker post, etc.) with the data tied to the QL-D research.
- ❖ QL-B Designation – Crews visit the field and utilize multiple types of electromagnetic equipment to directly hook to utilities and designate their horizontal (X,Y) position.
- ❖ QL-A Test Holes – Expose the utility by use of vacuum excavation and establish the horizontal and vertical position (X,Y,Z).

PROJECT OVERVIEW

The Subsurface Utility Engineering Department (SUE) of Binkley & Barfield, Inc. (BBI) proposes to provide SUE Quality Level B Designation (QL-B) and SUE Quality Level A Test Holes (QL-A) for the City of Pflugerville's 12" Waterline project, as shown in the picture below.



1.0 PROJECT UNDERSTANDING

This SUE scope of services and associated fee estimate has been prepared taking into consideration the following understanding. If the Scope of Services is revised the fee will likewise be revised.

- 1.1 Client will provide to BBI any utility records that were previously collected for the project area.
- 1.2 Only utilities made of ferrous materials can be designated (plastic pipes cannot be designated).
- 1.3 Client will provide a topographical or other planimetric drawing as a background for the SUE QL-B/A Data to be drawn onto
- 1.4 SUE QL-B will be performed on selected utility locations as required by the design engineers within limits of the 12" proposed water line as shown in the above picture.
 - The exact locations and quantities of work are currently undetermined.
 - 5,000 LF of QL-B is budgeted for this work.
 - No work to be performed in the street or on private property.
- 1.5 SUE QL-A test holes will be performed on specific utilities as selected by the design engineers within 12" proposed water line limits as shown in the above picture.
 - A budget amount for 10 QL-A Test Holes is budgeted for this work.
- 1.6 It is recommended that SUE QL-B Designation be performed first and then decisions about SUE QL-A Test Holes be made after analyzing the data.
- 1.7 CAD and survey have not been included for the SUE QL-B Designation and SUE QL-A Test Holes.

2.0 SCOPE OF SERVICES

BBI will perform the following Services for this Project:

2.2 Quality Level B (QL-B) Designation

Quality Level B (QL-B) is to indicate by marking with paint, the presence and approximate horizontal location of subsurface utilities by use of geophysical prospecting techniques including, without limitations, electromagnetic, sonic, and acoustical techniques. BBI will provide the following designating services to aid the Client in the location of existing utilities:

- a. Provide all equipment, personnel and supplies required for performing designating services. BBI shall determine which equipment, personnel and supplies are required to perform designating services.
- b. Designate the approximate horizontal location of existing utilities within the project limits as described above, by use of Electromagnetic Equipment.
- c. Mark the utility locations on the ground pursuant to the utility identification color as prescribed by APWA, survey utility marks and map collected data.

- d. Markings on the ground are to be used for design and verification purposes and not for construction excavation purposes. The use of information provided does not relieve any contractor from the duty to comply with applicable utility damage prevention laws and regulations, including, but not limited to, giving notification to utility owners or “One-Call Notification Centers” before excavation.
- f. The accuracy of subsurface data can be influenced by factors beyond our control, such as conductivity of materials and their surroundings, soil moisture content, proximity of other underground utilities or structures, depth of utility, etc. Therefore, only the accuracy of data obtained by actual physical verification (through vacuum or hydro excavation or otherwise) can be guaranteed to applicable engineering and/or surveying standards.

2.3 Quality Level A (QL-A) Test Hole Services

Quality Level A (QL-A) Test Hole Services are the location and accurate horizontal and vertical position of subsurface utilities by excavating a test hole using vacuum excavation techniques and equipment that is non-destructive to utilities. In performing locating (test hole) services, BBI will:

- a. Provide all equipment, personnel and supplies required to perform locating services. BBI shall determine which equipment, personnel and supplies are required to perform such services.
- b. Conduct appropriate investigation of site conditions and utilize the Plan Sheets provided by the Client to establish conditions and understand the utility locations.
- c. Excavate test holes at Client selected locations to expose the utility to be measured in such a manner that ensures the safety of the excavation and the integrity of the utility to be measured. In performing such excavations, BBI shall comply with applicable utility damage prevention laws.
- d. Excavations will be performed using specially developed vacuum excavation equipment that is non-destructive to existing facilities. If contaminated soils are discovered during the excavation process, BBI will so notify the Client.
- e. Investigate, evaluate, measure and record:
 - 1. Actual depth to top of utility referenced to a survey marker installed directly above the centerline of the exposed utility structure and
 - 2. Outside diameter of utility and configuration of non-encased, multi-conduit systems.
- f. Furnish and install survey markers directly above the centerline of utility structure.
- g. Backfill around the exposed facility using pea gravel in the roadways.
- h. Evaluate and compare field information with utility information described in utility records and resolve conflicts.

2.4 Standard of Care

BBI will provide all SUE services to the prevailing standard of care applicable to the standard guidelines of ASCE C-1 38-22 circular for “Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data”.

2.5 Data Management

BBI will analyze and correlate all the SUE field-collected information with provided Plan Sheets for ensuring continuity of the information collected.

3.0 PROJECT DELIVERABLES

3.1 The Project Deliverables will consist of the following:

- a. Survey File of the SUE QL-B locations.
- b. Survey File of the SUE QL-A locations.

4.0 FEE ESTIMATE

BBI will provide the previously described Subsurface Utility Engineering QL-B Designation and QL-A Test Hole services on a Time and Material Basis as estimated below:

SUE QL-B Designation

| DESCRIPTION | QUANTITY | UNIT | RATE | AMOUNT |
|-------------------------|----------|------------------|----------|--------------------|
| QL-B Designation | | | | |
| SUE Project Manager | 3 | Hrs. | \$243.00 | \$729.00 |
| EIT II | 4 | Hrs. | \$157.00 | \$628.00 |
| SUE Sr. Designator | 4 | Hrs. | \$132.00 | \$528.00 |
| SUE Two Person Crew | 38 | Hrs. | \$230.00 | \$8,740.00 |
| Per Diem and Lodging | 10 | Unit. | \$174.00 | \$1,740.00 |
| | | QL-B Designation | | \$12,365.00 |

SUE QL-A Test Hole services

| DESCRIPTION | QUANTITY | UNIT | RATE | AMOUNT |
|--------------------------------|----------|--|------------|--------------------|
| QL-A Test Hole Services | | | | |
| SUE Project Manager | 5 | Hrs. | \$243.00 | \$1,215.00 |
| EIT II | 10 | Hrs. | \$157.00 | \$1,570.00 |
| SUE Sr. Designator | 5 | Hrs. | \$132.00 | \$660.00 |
| SUE Two Person Crew | 36 | Hrs. | \$230.00 | \$8,280.00 |
| Vacuum Excavation | 2 | Day | \$6,930.00 | \$13,860.00 |
| Per Diem and Lodging | 10 | Unit. | \$174.00 | \$1,740.00 |
| Traffic Control | 2 | Day | \$2,640.00 | \$5,280.00 |
| Coring | 5 | Unit | \$528.00 | \$2,640.00 |
| | | QL-B Designation & QL-A Test Hole Services | | \$35,245.00 |

This fee is based upon the estimated effort of providing the previously described SUE Services on a time and materials basis. The Client will be invoiced for the actual amount.

3.0 SCHEDULE

Upon receiving the Notice to Proceed, SUE work will begin within 3 weeks for each tasks.



Binkley & Barfield, Inc.
2024 Billable Rates by Classification

| Classification | Unit | Billable Rate |
|---|------|---------------|
| Principal | Hour | \$344.00 |
| Sr. Project Manager | Hour | \$314.00 |
| Project Manager | Hour | \$243.00 |
| Structural Engineer | Hour | \$243.00 |
| Construction Manager | Hour | \$243.00 |
| Sr. Project Engineer | Hour | \$206.00 |
| Project Engineer | Hour | \$174.00 |
| Field Engineer | Hour | \$189.00 |
| Electrical & Instrumentation Engineer | Hour | \$206.00 |
| Engineer Technician | Hour | \$171.00 |
| EIT II | Hour | \$157.00 |
| Graduate Engineer/EIT I | Hour | \$138.00 |
| Structural Inspector | Hour | \$157.00 |
| Construction Observer/Sr. Inspector III | Hour | \$157.00 |
| Construction Observer/Inspector II | Hour | \$146.00 |
| Construction Observer/Inspector I | Hour | \$119.00 |
| Sr. Designator | Hour | \$132.00 |
| Designator | Hour | \$114.00 |
| Sr. Utility Coordinator | Hour | \$191.00 |
| Utility Coordinator | Hour | \$167.00 |
| Production Manager | Hour | \$256.00 |
| Production Technician | Hour | \$107.00 |
| Sr. Electrical Designer | Hour | \$179.00 |
| Sr. CADD/Designer | Hour | \$170.00 |
| CADD/Designer | Hour | \$154.00 |
| CADD Technician | Hour | \$127.00 |
| GIS Manager | Hour | \$162.00 |
| GIS Analyst | Hour | \$116.00 |
| Sr. Clerical/Administrator/Document Specialist/Recordkeeper | Hour | \$108.00 |
| Clerical/Administrator | Hour | \$100.00 |
| 3D Modeling | Day | \$1,032.00 |

**These rates are subject to a Consumer Price Index (CPI) adjustment.*

Direct Expenses

1. Subconsultant, reproduction, delivery, and other associated expenses shall be reimbursed at cost plus 10%.
2. Mileage shall be reimbursed at the current federal rate as published by the IRS.