

**PROFESSIONAL SERVICES AGREEMENT  
FOR  
GILLELAND CREEK WASTEWATER INTERCEPTOR PROJECT**

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

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

**I. DEFINITIONS**

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

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

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

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

**II. TERM**

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

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

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

Consultant agrees to provide the services described in this Article III entitled Scope of Services and Project Schedule in exchange for the compensation described in Article IV. Compensation. Scope of Services and Project Schedule are detailed in Attachment “A” 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 five-hundred-forty-two thousand seven hundred eighty seven dollars and twenty seven cents, (\$542,787.27) 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, PE  
Utilities Director  
P.O Box 589  
Pflugerville, Texas 78660

If intended for Consultant, to: K Friese & Associates, LLC.  
Attn: Tom Owens, PE  
Vice President  
1120 S Capital of Texas Highway  
Cityview 2, Suite 100  
Austin, Texas 78746

## **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 “*Gilleland Creek Wastewater Interceptor Project*” 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.

<b>Type of Insurance</b>	<b>Amount of Insurance</b>	<b>Provisions</b>
Commercial (Public) Liability to include coverage for: 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		
<b>Contractual Liability</b>		
Business Auto Liability	1,000,000 combined single limit	City to be provided a waiver of subrogation
Workers' Compensation & Employers Liability	Statutory Limits 1,000,000 each accident	City to be provided a waiver of subrogation
Professional Liability	1,000,000	

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

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

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: 4Ward Land Surveying, LLC, Arias & Associates, Inc., Stantec Consulting Services Inc. and The Rios Group, Inc. Any deviation from this subcontractor list, whether in the form of deletions, additions or substitutions shall be approved by City prior to the provision of any services by said subcontractor.

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

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

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

## **XII. INDEPENDENT CONTRACTOR**

Consultant covenants and agrees that he or she is an independent contractor and not an officer, agent, servant or employee of City; that Consultant shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and

shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of respondent superior shall not apply as between City and Consultant, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating the relationship of employer-employee, principal-agent, partners or joint venturers between City and Consultant. The Parties hereto understand and agree that the City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the Consultant under this Agreement and that the Consultant has no authority to bind the City.

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

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

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

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

### **XIV. AMENDMENTS**

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

## **XV. SEVERABILITY**

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

## **XVI. LICENSES/CERTIFICATIONS**

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

## **XVII. COMPLIANCE**

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

## **XVIII. NONWAIVER OF PERFORMANCE**

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

## **XIX. LAW APPLICABLE**

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

19.2 Venue for any legal action or proceeding brought or maintained, directly or

indirectly, as a result of this Agreement shall be heard and determined in a court of competent jurisdiction in Travis County, Texas.

## **XX. LEGAL AUTHORITY**

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

## **XXI. PARTIES BOUND**

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

## **XXII. CAPTIONS**

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

## **XXIII. INCORPORATION OF EXHIBITS**

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

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

## **XXIV. ENTIRE AGREEMENT**

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

## **XXV. MISCELLANEOUS CITY CODE PROVISIONS**

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

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

state corporation or limited liability company that is not subject to the Texas Franchise Tax, whichever is applicable.

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

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

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

**25.6 Texas Government Code Mandatory Provision.** The City of Pflugerville may not enter into a contract with a company for goods and services unless the contract contains a written verification from the company that it; (i) does not boycott Israel; (ii) will not boycott Israel during the term of the contract; (iii) does not boycott energy companies; (iv) will not boycott energy companies during the term of the contract; (v) does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and (vi) will not discriminate during the term of the contract against a firearm entity or firearm trade association (Texas Government Code, Chapter 2271.002; 2274.002).

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

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

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

**CITY OF  
PFLUGERVILLE**

**CONSULTANT**  
*K Friese & Associates, LLC*

Thomas M. Owens, P.E.

Digitally signed by Thomas M. Owens, P.E.  
DN: C=US, E=towens@kfriese.com, O="K  
Friese & Associates, Inc.", CN="Thomas  
M. Owens, P.E."  
Date: 2024.06.18 09:17:37-05'00'

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

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

Printed Name: Sereniah Breland

Printed Name: Tom Owens, PE

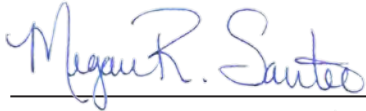
Title: City Manager

Title: Vice President

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

Date: 6/18/2024

APPROVED AS TO FORM:



\_\_\_\_\_  
Charles E. Zech

City Attorney

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



1120 S. Capital of Texas Highway  
CityView 2, Suite 100, Austin, Texas 78746  
P 512.338.1704 | kfriese.com  
TBPE Firm No. 6535

June 10, 2024

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

VIA: E-MAIL

RE: City of Pflugerville Gilleland Creek Wastewater Interceptor Project -  
Scope of Services for Design and Bid Phases

Dear Mr. Pritchett:

K Friese & Associates, LLC. (KFA) is pleased to provide the enclosed proposal for Design and Bid phase Services for the Gilleland Creek Wastewater Interceptor Project. The project generally consists of upsizing approximately 2700 linear feet of an existing 12-inch wastewater line. Attached you will find the following items:

1. Scope of Services
2. Proposed Design and Construction Schedule
3. KFA Manpower/Budget Estimates
4. Subconsultant Proposals

*Cost:* The proposed cost for the services described in the attached Scope of Services for this assignment is \$542,787.27 and will be paid on a Lump Sum basis.

*Assignment Duration:* The duration of the assignment is approximately 20 months from the time of the issuance of the Notice to Proceed through assignment completion, including Preliminary Design, Final Design and Bid/Award Execution phases.

If you have any questions or need additional information, please do not hesitate to contact me. We look forward to working with you.

Sincerely,

Shwetha Pandurangi, PE, CFM  
Central Texas Practice Manager

Attachments

**CITY OF PFLUGERVILLE  
GILLELAND CREEK WASTEWATER INTERCEPTOR PROJECT**

**SCOPE OF SERVICES**

**Project Understanding**

The work to be performed by K Friese & Associates, LLC (KFA) under this contract shall consist of providing Preliminary Engineering, Final Design and Bid Phase Services for the Gilleland Creek Wastewater Interceptor Project for the City of Pflugerville (City). Construction Phase services scope and fee will be submitted during bid phase. The project starts at the intersection of Pecan Street and Immanuel Road on the downstream end and extends northwest where it ties into the existing 12-inch along Robbins Road and Pecan Street at the upstream end. The approximate length of replacement is about 2700 linear feet. The Gilleland Interceptor project is intended to remedy insufficient capacity in the existing 12-inch wastewater line to meet projected peak flows. The project was recommended in the 2020 Wastewater Master Plan prepared by Freese and Nichols, Inc (FNI) and supports the City's Strategic Plan and Comprehensive Plan by providing a safe, reliant infrastructure. The proposed wastewater line has been preliminarily sized to be 15-inches in diameter.

**Scope of Services**

Task 1 – Preliminary (30%) Design Phase

1. Project Management and QA/QC – This task includes routine communication with the City; managing subconsultants, manpower, budgets, and schedules; invoicing; implementing and monitoring of QA/QC efforts; and other activities associated with managing the project. This task will also include coordination with other City projects, including the Immanuel Road project, that are within the project limits. One meeting with the Immanuel Road project team is expected under this effort in addition to reviewing project files and data.
2. Project Meetings
  - a. Kick-off Meeting – Meet with City Staff to discuss/review project details, work plan, and schedule. (one in person meeting has been budgeted for this task)
  - b. One project status meeting (in person) with the City has been budgeted for the Preliminary Design Phase.
  - c. PER review meeting (one hybrid meeting has been budgeted for this task).
1. Data Gathering and Base Mapping – KFA will work with the City, other entities, and their subcontractors to obtain information necessary for the Preliminary Design Phase. Specific information gathered may include as-built information, related reports, hydraulic models and mapping, design criteria, and other necessary data. A base map of the project area will be developed using available information. The base map will include aerial photography, topography, parcels, right-of-way, FEMA floodplain, and other appropriate data. The base map will be utilized by the project team during Preliminary Engineering for the project. One



**CITY OF PFLUGERVILLE  
GILLELAND CREEK WASTEWATER INTERCEPTOR PROJECT**

**SCOPE OF SERVICES**

site visit during scoping and one site visit to confirm the preliminary alignments will be conducted under this task. KFA will receive all necessary data in the City's possession relating to KFA's services on the Project. KFA will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by the City.

3. Line Sizing Confirmation – KFA will independently size the proposed gravity line and compare it to the sizing in the City's Wastewater Master Plan Update. KFA will coordinate with the City and FNI for any questions or additional information needs. The proposed gravity interceptor will be sized in accordance with TCEQ and City design criteria.
4. Gravity Sewer Route Analysis and Evaluation:
  - a. Identify three potential Candidate Alignments using the base map considering the following items:
    - Service
    - Flood Plains and Parkland Use
    - Existing Residences
    - Easement acquisition
    - Existing Utility Coordination
    - Property Impacts
    - Vegetation
    - Topography
    - Trenchless Technology
    - Use of existing sewer for future reclaimed water use(doesn't include hydraulic or alignment analysis)
  - b. Preliminary Environmental Survey: Stantec Inc. will utilize existing data and conduct additional required literature searches for sensitive natural, historic, archaeological, cultural, water and biological resources that could pose constraints to the proposed gravity sewer. Additional sources of information that will be utilized include published reports, aerial photographs, maps, and records at the Texas Natural Resources Information Systems archives. The information obtained from these efforts will be used to help identify potential permitting and alignment constraints. The results of the literature search and permitting identification will be documented in an environmental constraints memo and map. Stantec will perform the necessary environmental assessment commensurate with WIFIA funding program's Programmatic Environmental Assessment (PEA). Refer to attached scope and fee from Stantec as Exhibit D.
  - c. Biologic Assessment: Stantec, Inc. will perform a biologic assessment for the project, which includes desktop research and field investigation of protected species and their habitats. This investigation will also include evaluation of the tri-colored bat habitat. Refer to attached scope and fee from Stantec as Exhibit D.
  - d. Construction methods and materials evaluation: Identify alternate construction methods and materials and associated impact on construction costs, and operations and maintenance.

**CITY OF PFLUGERVILLE  
GILLELAND CREEK WASTEWATER INTERCEPTOR PROJECT**

**SCOPE OF SERVICES**

- e. **Workspace, Access and Easement Evaluation:** Identify and map necessary workspace and easements required for construction, maintenance, and operation for each proposed route. Evaluate and identify access for construction, and maintenance. Evaluate the use of Parkland Property and Chapter 26 takings.
5. Develop preliminary 30% estimates of probable construction cost based on the information gathered above for all three potential candidate alignments.
6. **Preliminary Engineering Report (PER):** KFA will prepare a PER summarizing the investigation and recommendations. A copy of the draft report will be submitted to the City for review and distribution. Following a meeting with the City to discuss review comments, KFA will incorporate the comments into the Final PER and submit final copy to the City in an electronic copy in portable document format (pdf). At a minimum the PER will include:
  - a. Recommended route (corridor) for the pipeline;
  - b. Interceptor sizing recommendation;
  - c. Identification of environmental constraints, including assessing the tri colored bat habitat
  - d. Permitting requirements and associated timeframes;
  - e. Identification of temporary and permanent easements, including name and contact information of landowner and area of easement per parcel;
  - f. Evaluation of and recommendations for construction methods and materials;
  - g. 30% gravity interceptor plan sheet of recommended route, showing property ownership, existing right-of-way, and proposed permanent and temporary construction easements. Sheets shall be aerial based and be at a minimum scale of 1" = 100' on 11-inch by 17-inch sheets.
  - h. Preliminary 30% opinion of probable cost for the recommended route;
  - i. A schedule for final design and construction.

**CITY OF PFLUGERVILLE  
GILLELAND CREEK WASTEWATER INTERCEPTOR PROJECT**

**SCOPE OF SERVICES**

Task 2 – Survey, Easements, and Subsurface Utility Engineering

1. Sub consultant management and QA/QC of data–This task includes coordination and communication with the City; managing subconsultants on tasks listed below and performing data review and QA/QC efforts; and other activities associated with managing the tasks listed below.
2. 4Ward, LLC will prepare a Topographic and Design Survey for the site. The survey will show the field location of all monuments necessary to determine the boundary, improvements, visible utilities, and any easement information provided, or listed in a title commitment. The topographic survey will include the topography needed (one foot contour intervals and grade breaks) to provide sufficient information for the contouring of the site. In the event that the site grades are relatively flat, spot elevations may be shown in lieu of contours. Refer to attached scope and fee from 4Ward, LLC as Exhibit D. The City will provide right of entry letters and seek permission for KFA’s sub consultants to access the properties. A tree survey will be provided as supplemental services.
3. Prepare field notes and descriptions for easement documents in accordance with City standards. 4Ward will prepare a Metes and Bounds description and sketch for easements that may be required for utilities, drainage, access, etc. for this project. In addition, 4Ward will stake the easements to facilitate the appraisal process. A total of 12 easements (6 temporary and 6 permanent) are assumed at this time for estimating purposes with one document per parcel. The City will obtain “title abstracts” for each easement parcel and coordinate with the City team for easement acquisitions.
4. The Rios Group will perform subsurface utility engineering (SUE) services for this project in accordance with the recommended practice and procedures described in ASCUESI/CI 38-22. QLB investigations will be limited to a 50-foot-wide corridor at existing roadway crossings, centered along the proposed wastewater line alignment and 7 QLA test potholes will be performed. Reference Exhibit D for additional details on scope and fee from the Rios Group.
5. Geotechnical Investigation – Arias will perform seven (7) geotechnical borings along the interceptor route with average depth of 35 feet, conduct appropriate laboratory testing; and summarize the field investigation results and recommendations in a geotechnical report as appropriate. Arias, Inc. will install a piezometer for groundwater level monitoring as outlined in the sub consultant proposal. Electronic copies of the Geotechnical Data Report (GDR) and Geotechnical Design Memorandum (GDM) will be submitted to the City. Reference Exhibit D for detailed scope and fee proposal from Arias, Inc. A Geotechnical Baseline Report (GBR) is not assumed to be prepared as a part of this request and can be provided as supplemental services. An embankment analysis will be performed as additional services should any detention embankments be disturbed as a result of the work.

**CITY OF PFLUGERVILLE  
GILLELAND CREEK WASTEWATER INTERCEPTOR PROJECT**

**SCOPE OF SERVICES**

6. Environmental and Archaeology – Stantec, Inc will provide environmental support for the project, including:
  - a. Water Resources: Delineation of waters of the U.S. and wetlands falling within the jurisdiction of the U.S. Corps of Engineers (does not including preparation of a Pre-construction Notification or Individual Permit to USACE);
  - b. Cultural resources investigations and permitting – Stantec, Inc will prepare a Texas Historic and Archaeological Resources Survey for an Antiquities Permit to be signed by the City and submit the permit to THC. After obtaining the permit a field survey will be carried out and documented as required. It is anticipated that shovel testing and backhoe testing will be required but that collection of artifacts will not be required.

Task 3 – Final Design

1. Project Management and QA/QC – This task includes routine communication with the City; managing subconsultants, manpower, budgets, and schedules; invoicing; implementing and monitoring of QA/QC efforts; and other activities associated with managing the project.
2. Project Meetings – Monthly project progress meetings have been budgeted for the Design Phase. One meeting per month with a total of 20 meetings have been accounted.
3. Plan Preparation – KFA shall prepare construction plans suitable for public bidding to include notes, plan and profile sheets, details, environmental protection, traffic control, and work and storage locations. Plan and profile sheets shall be at 1"=40' horizontal and 1"=4' vertical scale. The following sheets have been assumed in developing this proposal:
  - a. Cover, Notes, General Sheets (4)
  - b. Overall Project Layout (1)
  - c. Survey Controls and Easement Layout (2)
  - d. Erosion Control Sheets (3)
  - e. Interceptor Plan & Profile (13)
  - f. Bypass pumping plan sheets needed for tie-ins (3)
  - g. Traffic Control (5)
  - h. Civil and Miscellaneous Details (2)
  - i. Existing interceptor abandonment plan or details

The downstream tie-in location at Pecan and Immanuel Road is assumed to be made at the manhole located in the grassy areas just outside the paved lanes.

**CITY OF PFLUGERVILLE  
GILLELAND CREEK WASTEWATER INTERCEPTOR PROJECT**

**SCOPE OF SERVICES**

Therefore, the traffic control at the downstream location doesn't assume any work at the intersection. If this assumption changes during the preliminary phase, KFA will coordinate with the City to account for additional traffic control.

4. Contract Documents and Technical Specifications – KFA will develop a Project Manual consisting of the City's Standard Construction Contract Bid Documents and Technical Specifications. Special Provisions to the Standard Technical Specifications and Special Specifications will be developed if required for the project.
5. Engineer's Opinion of Probable Construction Cost –Construction cost estimates will be provided at the 60%, 90% and 100% design stages.
6. Submittals - Progress submittals will be provided at the 60%, 90% and Final design phases. 60%, 90% and 100% submittals will consist of the following:
  - 1 full size electronic plan set
  - 1 set of the Project Manual in PDF format
  - Engineer's Opinion of Probable Construction Cost
  - Project Schedule
  - Response to written review comments from previous submittal

The Final Submittal will include:

- 1 full size set of Construction Plans
  - 1 Original Project Manual
  - Engineer's Opinion of Probable Construction Cost
  - Project Schedule
7. Final Engineering Report – KFA will update the PER with final design information and include the data necessary to satisfy the Final Design Report requirements of TCEQ Chapter 217.

**Task 4 - Permitting**

1. TCEQ Chapter 217 Review – KFA will submit an Engineer's Summary Letter, Project Plans, Specifications to TCEQ describing the project and seeking approval and any variances to Chapter 217 as appropriate. KFA will provide follow-up submittals and coordination with TCEQ as requested.
2. City of Pflugerville Development Services Review – KFA will submit an Engineer's Summary Letter, Project Plans, Specifications and Engineer's Opinion of Probable Costs, describing the project and requesting approval of the submittal. KFA will provide follow-up submittals and coordination with the City as requested.
3. Parkland Use Agreement and Chapter 26 Hearing – Work and installation of piping at the City Park may require a Parkland Use Agreement. KFA will facilitate this coordination for the City by preparing presentations, exhibits

**CITY OF PFLUGERVILLE  
GILLELAND CREEK WASTEWATER INTERCEPTOR PROJECT**

**SCOPE OF SERVICES**

and handouts for the Parks Board as needed. It is assumed that KFA will not be needed to attend the meetings or hearings.

**Task 5 - Bid-Award-Execution Phase – Competitive Sealed Proposals**

1. Project Management – This task includes routine communication with the City; managing manpower, budgets, and schedules; invoicing; and other activities associated with managing the project.
2. Pre-Bid Conference - KFA will assist the City in conducting a pre-bid conference and developing the agenda. KFA will take minutes or make other provision for documenting the results of the pre-bid conference. KFA will also record all questions and requests for additional information, and coordinate with the City for issuing responses and additional information.
3. Questions/Addenda - KFA will assist the City in issuing all Addenda to the Bid Documents and distribute Addenda to the bidders. All Addenda shall be approved by the City. KFA will respond to Bidder's questions through the use of the Civcast system.
4. Bid Opening and Evaluation – KFA will assist the City in opening of bids, review all bids and evaluate them for responsiveness and bid amount. KFA will assist with the City's evaluation panel as an independent observer and provide feedback as necessary. KFA will not score the bidders to stay as an independent observer of the process. Two staff members are assumed for one evaluation panel for this effort. KFA will also check references, by telephone, of the low bidder and second low bidder. KFA will prepare a letter summarizing the review and evaluation and include recommendations for award of the contract for construction, or other action as may be appropriate. The City shall make the final decision on the award of the contract for construction and the acceptance or rejection of all bids.
5. Conformed Documents – KFA will incorporate addenda items in the Construction Plans, include addenda in the bound Project Manual, and issue a hard copy of "Conformed" set of plans for construction.

**Fee Estimate**

Please reference Exhibit B for fee estimates associated with the scope of services for the project based on a time and material not to exceed basis. The hours in Exhibit B are an estimate. The hours assigned are not exclusive to the phase or labor category which they are assigned. The total fee will not be exceeded without prior written authorization.

**Project Schedule**

Reference Exhibit C for detailed project schedule

**CITY OF PFLUGERVILLE  
GILLELAND CREEK WASTEWATER INTERCEPTOR PROJECT**

**SCOPE OF SERVICES**

**Scope Exclusions**

1. Communications between utility providers, Willimson County and other entities will be facilitated by the City in the event they are non-responsive to KFA.
2. KFA's scope of services do not include Right of Entry and Property owner communications, easements acquisitions or negotiating and purchasing land for all properties as necessary to complete construction of the project.
3. KFA's scope doesn't include permit and license fees and direct administration of public bid advertisement.
4. KFA's scope doesn't include paperwork needed to seek WIFIA funding.
5. KFA's scope of services doesn't include construction inspection services.
6. Landscape Design Services are not included in this scope.
7. Traffic Study, Traffic Signal Warrants are excluded from the scope.
8. SWPPP Manual is excluded from the scope.
9. Construction Phase is not included in KFA's Basic Services.

**EXHIBIT B  
CITY OF PFLUGERVILLE  
GILLELAND CREEK WASTEWATER INTERCEPTOR PROJECT**

Task	Principal Engineer	QA/QC Eng	Project Manager	Engineer In Training	Senior Designer	Admin	Total	KFA Labor Cost	Expenses	Survey	Subsurface Utility Eng	Geo-technical	Environmental	Total Cost	
															Hrs
<b>Task 1 - Preliminary (30%) Design Phase</b>															
1	Project Management & QA/QC		14			8	22	\$4,650	\$100					\$4,750	
2	Project Meetings (3)		10	12			22	\$4,430	\$150					\$4,580	
3	Data Gathering & Base Mapping		4	24	20		48	\$7,160						\$7,160	
4	Line Sizing Confirmation	2	4	12	4		22	\$3,920						\$3,920	
5	Gravity Sewer Route Analysis & Evaluation														
a	Identify Candidate Alignments	8	12	24	24		68	\$12,300						\$12,300	
b	Preliminary Environmental	1	2	4			7	\$1,410						\$1,410	
c	Biologic Assessment		1				1	\$275						\$275	
d	Const Methods & Materials	2	8	12			22	\$4,480						\$4,480	
e	Easement/Access Evaluation	2	8	12	4		26	\$5,020						\$5,020	
6	Cost Estimate	4	8	16			28	\$5,640						\$5,640	
7	PER & 30% plans	4	16	24	32	8	84	\$14,080						\$14,080	
<b>Subtotal Task 1</b>			23	87	140	84	16	350	\$63,365					\$63,365	
<b>Task 2 - Survey, Easements and Potholing</b>															
1	KFA Sub Management and Data Review	16	28	40	24		108	\$21,340						\$21,340	
2	Design Survey								\$26,500					\$26,500	
3	Metes and Bounds for Easements								\$30,000					\$30,000	
4	Subsurface Utility Engineering								\$2,500	\$29,339				\$31,839	
5	Geotechnical Investigation										\$52,600			\$52,600	
6	Environmental & Archaeology											\$72,783		\$72,783	
a	Water Resources														
b	Cultural Resources														
<b>Subtotal Task 2</b>			16	28	40	24	0	108	\$21,340	\$59,000	\$29,339	\$52,600	\$72,783	\$235,062	
<b>Task 3 - Final Design</b>															
1	Project Management & QA/QC		48			8	56	\$14,000						\$14,000	
2	Project Meetings	8	28	28			64	\$14,020	\$200					\$14,220	
3	Plan Preparation	64	128	344	456		992	\$164,120						\$164,120	
4	Contract Docs & Tech Specs	8	16	32			56	\$11,280						\$11,280	
5	Cost Estimates	8	12	24			44	\$9,060						\$9,060	
6	Submittal Prep	4	4	12	12	0	28	\$4,400						\$4,400	
7	Final Engineering Report	4	8	12	8		16	\$6,160						\$6,160	
<b>Subtotal Task 3</b>			100	180	400	28	508	\$228,840	\$200					\$229,040	
<b>Task 4 - Permitting</b>															
1	Williamson County Coordination						0	\$0						\$0	
2	City of Pflugerville Development Review		4	8			12	\$2,220					\$0	\$2,220	
3	Parkland Use Agreement and Chapter 26 Hearing		2	4	6		12	\$1,920						\$1,920	
<b>Subtotal Task 4</b>			2	10	20	0	0	26	\$6,960	\$500	\$0	\$0	\$0	\$7,460	
<b>Task 5 - Construction Administration</b>															
1	Project Management		4			2	6	\$1,300						\$1,300	
2	Pre-Bid Conference		4	4			8	\$1,660	\$50					\$1,710	
3	Questions/Addenda	4	8	16	4		32	\$6,180						\$6,180	
4	Bid Opening & Evaluation	1	4	8			13	\$2,520	\$50					\$2,570	
5	Conformed Documents		2	4	4		10	\$1,650	\$250					\$1,900	
<b>Subtotal Task 5</b>			5	22	32	8	2	69	\$13,310	\$350	\$0	\$0	\$0	\$13,660	
<b>Total</b>			138	391	684	592	26	1809	\$327,205	\$1,050	\$59,000	\$29,339	\$52,600	\$72,783	\$542,787.27





June 9, 2024  
Shwetha Pandurangi, PE, CFM  
K Friese & Associates  
1120 S. Capital of Texas Highway  
CityView 2, Suite 100  
Austin, Texas 78746



TBPLS Firm #10174300  
PO Box 90876  
Austin, TX 78709  
512.537.2384  
4wardls.com

Phone: (512) 338-1704  
Email: SPandurangi@kfriese.com

Re: Proposal for Surveying Services on the 15" WW Gilleland WW Interceptor Project in Pflugerville, Texas

Dear Ms. Pandurangi ("Client"):

4Ward Land Surveying, LLC ("4Ward") is pleased to submit this proposal (the "Proposal") for surveying services for the above referenced project. Please review this Proposal and its attachments and, if acceptable, sign and return to the undersigned with the retainer (if applicable).

**PROJECT INFORMATION**

Surveying services are to be performed on the following described site: Being approximately 2,700 Linear Feet along E Pecan St in Pflugerville, Texas. The limits of the survey as shown in email provided by Client to 4Ward on 4/18/2024.

**COMPENSATION SUMMARY**

Client will pay 4Ward for the following described services ("Services") in accordance with the attached Fee Schedule and Terms of Agreement. The estimated cost of the Services and basis of payment are outlined below. See the attached Scope of Services for a detailed description of services to be performed.

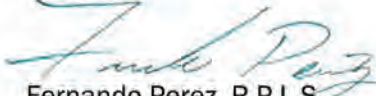
Description of Services	Basis of Payment	Not to Exceed Amount	Fee w/Tax
A. Route Topographic/Design Survey	Time & Materials	\$26,500.00	-
B. Tree Survey	Time & Materials	8,500.00	-
C. Locate Boundary Corners in order to prepare easements	Time & Materials	\$5,000.00	-
D. Temporary Easements	Time & Materials	\$2,500.00 each	-
E. Permanent Easements	Time & Materials	\$2,500.00 each	-
F. Subsurface Utility Pothole Locations	Time & Materials	\$2,500.00	-

The Client may not require all the services listed above. Individual services may be added or deleted by the mutual agreement of the Client and 4Ward.

**APPROVAL**

The following documents are attached hereto and incorporated by reference herein: Schedule A: Scope of Services; Schedule B: Fee Schedule; Schedule C: Terms and Conditions; and Schedule D: Certificate of Insurance. By signing below, Client agrees to terms and conditions set forth in this Proposal and all attached schedules. Please return to 4Ward at your earliest convenience. If you have any questions, please feel free to contact me. We appreciate the opportunity to provide this proposal and look forward to working with you.

Sincerely,

  
Fernando Perez, R.P.L.S.  
Project Manager

**Client Authorization**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

## Schedule A – Scope of Services

4Ward shall provide Client the following services:

**A. Route Topographic/Design Survey**

4Ward will prepare a Topographic and Design Survey for this site. The survey will show the field location of all monuments necessary to determine the boundary, improvements, visible utilities, and any easement information provided, or listed in a title commitment. The topographic survey will include the topography needed (one foot contour intervals completed at a 50-foot grid) to provide sufficient information for the contouring of the site. The survey will also show surface and utility features (e.g. edge of pavement, pavement striping, fences, utility boxes, grade breaks, etc. In the event that the site grades are relatively flat, spot elevations may be shown in lieu of contours. 4Ward will locate and take invert measurements of Sanitary Sewer Manholes and Storm Sewer infrastructure (curb inlets, manholes, drop inlets, grate inlets, etc.) affecting the project. Pipe flowline depths, pipe flowline elevations, pipe diameter, material (if available) and cardinal direction will be labeled on the survey. Invert information will be used to 2-dimensionally draw in the Storm and Sanitary Sewer collection systems. A Texas Registered Professional Land Surveyor (R.P.L.S) will direct all aspects of the survey.

**Deliverable: 3D TIN Surface contained in Civil 3D drawing file, and Signed/Sealed PDF Survey**

**B. Tree Survey**

4Ward will prepare an on the ground Tree Survey for the site. 4Ward will obtain the location of boundary monuments (if not previously located under a different section of this proposal), and trees on the property. The tree survey will comprise a list limited to hardwood trees 8" and larger on the site with a tag number, tree diameter, species (common name) and location. 4Ward will be responsible for performing the tree surveying services and makes no claim that 4Ward employees are certified arborists. Client may choose to select and contract with a certified arborist under separate cover from this agreement.

**C. Locate Boundary Corners in order to prepare easements**

4Ward will locate Boundary corners for the site, sufficient to allow for the preparation of an easement as described above. 4Ward will perform an on the ground survey of the site and locate any monuments necessary to reference or show on the above described easement. A full boundary survey for the site is not being performed for this task, nor is 4Ward preparing a separate boundary survey for this site. The boundary being located is for the sole purpose of referencing existing boundary monuments on the above described easement.

**D. Temporary Easements**

4Ward will prepare a Metes and Bounds description and sketch for temporary easements that may be required for construction, access, etc. for this project. 4Ward will not prepare front-end documents or process easements for recordation. Because of the varying complexity of easements, it is difficult to fix a price for this service; however, for budgeting purposes, an estimated fee per easement has been provided. 6 total easements are assumed at this time.

**E. Permanent Easements**

4Ward will prepare a Metes and Bounds description and sketch for permanent easements that may be required for wastewater, etc. for this project. 4Ward will not prepare front-end documents or process easements for recordation. Because of the varying complexity of easements, it is difficult to fix a price for this service; however, for budgeting purposes, an estimated fee per easement has been provided. 6 total easements are assumed at this time.

**F. Subsurface Utility Pothole Locations**

4Ward will perform an on the ground survey to Locate Subsurface Utility Potholes for the site. 4Ward will locate the potholes made and indicated on the ground and per discovery by Rios Group. 4Ward will coordinate with the Rios Group to locate their potholes as prescribed. 4Ward will provide Rios Group with a digital file (CAD) of the locations with elevations and point data. Any permits, and street closures required for this project will be provided by the City.

**NOTE: Approximate limits of survey are shown below.**



**Schedule B - 4Ward Land Surveying Fee Schedule**

Client shall pay 4Ward for its services pursuant to the terms below:

**Labor**

4Ward shall charge for its services at an hourly rate as set forth below. These Rates are economic and market driven and are subject to change. 4Ward reserves the right to periodically adjust this fee schedule and Client agrees to pay 4Ward’s adjusted fee schedule.

Description	Hourly Fee
Surveyor (RPLS)	\$225.00
Project Manager	\$200.00
Survey Technician	\$150.00
Two-Person Field Crew	\$250.00
Three-Person Field Crew	\$300.00
Administrative Assistant	\$50.00
Out-of-Town mileage	Current IRS Rates

**Reimbursable Expenses**

Reimbursable Expenses incurred and not applicable to general overhead shall be billed at cost plus a 10% fee for administrative and handling charges. Reimbursable Expenses include, but are not limited to, the following: Out-of-town travel and lodging (including transportation at current IRS rates); mail, delivery and courier charges; fees required by government agencies; reproduction charges; costs for sub-consultants; late fees caused by the Client; use or rental of special equipment or instruments; and other direct non-salary expenses necessary to complete the described work.

**Assumptions & Qualifications**

- This Proposal is good from the date it is sent to Client. If a signed Proposal is not received by 4Ward from remitting the same to Client, 4Ward reserves the right to withdraw its Proposal, provide a new proposal, and/or make any changes to the scope of services or the fees set forth above.
- Once the Proposal is executed, it shall become the “Agreement.” The Agreement only includes those items listed and agreed upon as described above. Any additional services requested will be billed to Client and added as an amendment to the existing Agreement.
- The fee for remaining work may be renegotiated if work is suspended for any reason for more than two months.
- The Owner shall provide access information and permission to enter adjoining properties (including gate codes, keys, combinations to locks, etc.).
- In the course of the field survey, it may be necessary for minor trimming of brush and tree limbs to provide for a clear line of sight. Owner hereby gives its consent for 4Ward to proceed with any such work.
- The Owner represents that all boundary monumentations are easily recoverable and benchmarks are adjacent to the property. The Owner further represents that there are no encroachments, overlaps, gaps, gores or other issues affecting the boundary lines. Any such discrepancies discovered will result in an amendment and potential increase in costs to this Agreement.



**Stantec Consulting Services Inc.**  
8401 Shoal Creek Boulevard Suite 100, Austin TX 78757-7621

June 6, 2024

**Attention: Shwetha Pandurangi, PE, CFM**  
K Friese + Associates  
1120 S. Capital of Texas Highway  
City View 2, Suite 100  
Austin, TX 78746

Dear Ms. Pandurangi,

**Reference: Gilleland Creek Wastewater Interceptor – Proposal for Environmental Services**

## Introduction

Stantec Consulting Services Inc. (Stantec) is pleased to submit this proposal to provide environmental services for the above reference project. Stantec understands that the City of Pflugerville (City) anticipates funding administered by the Environmental Protection Agency (EPA) through the Water Infrastructure Finance and Innovation Act (WIFIA). The funding would be applied to the Gilleland Creek 15-inch Wastewater Interceptor project (proposed project). The City has contracted with K. Friese + Associates (Engineer) to design the proposed project.

## Project Understanding

The proposed project would begin near the intersection of Pecan Street and Willow Street and end near the intersection of Pecan Street and Immanuel Road (WW2401 in the attached exhibit). The proposed project would not use other federal funding sources, including state-administered funds such as the Clean Water State Revolving Fund. The project would qualify for environmental review under the WIFIA funding program's Programmatic Environmental Assessment (PEA).

## Environmental Services

Stantec shall prepare a PEA Questionnaire for WIFIA Assistance Projects and shall conduct sufficient data collection, field investigations, and agency coordination to support the findings in the PEA Questionnaire and document compliance with applicable regulations. Anticipated investigations and agency coordination are described below.

Stantec understands that WIFIA environmental review staff will accept preliminary PEA Questionnaires and will review the progress toward and strategy to attain environmental clearance. Stantec will prepare a Preliminary Draft PEA Questionnaire for submittal with the Preliminary Engineering Report (Task 1 30% Design Phase). This preliminary version of the PEA Questionnaire will be based largely on desktop review and, depending on adequacy of design information, may include initial agency coordination documents. This preliminary version of the PEA Questionnaire will help identify environmental constraints and the pathway to regulatory compliance. Additionally, this will give the City an opportunity to elicit input from WIFIA environmental review staff.

Reference: Gilleland Creek Wastewater Interceptor – Proposal for Environmental Services

### Protected Lands

Stantec understands that the project may require “use” of previously dedicated parkland, most likely in the form of easement acquisitions. Such use would require compliance with protections enacted under Chapter 26 of the Texas Parks and Wildlife Code. Stantec will support required public involvement activities by producing exhibits related to environmental constraints. Stantec assumes that coordination and execution of public involvement events (e.g., facility identification and rental, event set up, event staffing, and event reporting) would be completed by others. All requested deliverables will be submitted in digital format.

### Historic Resources

Professional historians will review published data including the Texas Historical Sites Atlas, historical maps, and County Tax Assessor data to determine whether the project area includes built resources (e.g., houses, canals, culverts) that are listed in the National Register of Historic Places (NRHP); of historic-age based on the project let date; designated as National Historic Landmarks, State Antiquities Landmarks, Registered Texas Historic Landmarks; included in TxDOT’s previously surveyed historic districts or properties; or are historic bridges. Based on this review and their assessment of whether a survey is warranted, historians will prepare either a Summary Letter or a Survey Methodology Letter that includes an appropriate Area of Potential Effects. The letter will be submitted to the Texas Historical Commission (THC), which also serves as the State Historical Preservation Office (SHPO) for federal actions. If a survey is warranted, historians will conduct it in accordance with the methodology approved by THC. Results will be presented in letter form.

### Archeological Resources

In order to comply with the Antiquities Code of Texas and Section 106 of the national Historic Preservation Act, Stantec anticipates that an archeological resource survey will be required. Stantec Registered Professional Archeologists will conduct database and map searches for archeological resources (e.g., cemeteries, archeological sites, historical markers, and resources listed on the NRHP or as State Archeological Landmarks [SALs]) using the Texas Historical Sites Atlas, as well as historical maps and imagery of the project area. This information will be used to summarize known archeological resources in the area. This summary will be combined with field survey recommendations and submitted to the Texas Historical Commission (THC) as part of an Antiquities Permit Application.

After a valid Antiquities Permit is obtained, a field survey will be carried out and documented per THC/Council of Texas Archeologists (CTA) guidelines. Due to the depth of local soils and the lack of development in the project area, Stantec anticipates that backhoe trenching will be required in addition to shovel testing. Stantec assumes that ROW acquisition will occur after fieldwork and that collection of artifacts will not be required (collection is required only on public land); this also assumes records-only curation will be required.

### Tribal Coordination

Stantec understands that they do not have standing to initiate coordination with Native American tribes that may have an interest in activities such as the proposed project. Stantec cultural resource specialists will

Reference: Gilleland Creek Wastewater Interceptor – Proposal for Environmental Services

conduct research to determine which Native American tribes may have an interest in the proposed project. Stantec will prepare draft tribal coordination letters and submit those letters to City staff for distribution.

### **Socioeconomics and Environmental Justice**

Stantec planners will query census data and inter-census sources (e.g., American Community Survey) to determine whether minority, low-income, or other populations covered under environmental justice regulations are present in the project area. If such communities exist, the project's potential effects will be assessed and reported in the PEA.

Stantec does not anticipate the project will require specific community engagement efforts; therefore, none are provided by this scope of services.

### **Surface Water Resources**

Stantec environmental specialists will conduct desktop review and field investigations to determine whether protected water resources occur in the project site and, if so, whether they would be impacted. All resource categories and applicable regulations will be assessed. This includes potential waters of the U.S., which will be delineated through direct field investigations. In addition to items identified in the PEA questionnaire, Stantec will document the compliance commitments of applicable state, local, and regional regulations.

Stantec will assess and document potential compliance issues related to construction-phase permitting requirements (e.g., Total Maximum Daily Load) and include those in the PEA in accordance with WIFIA requirements.

The project is not anticipated to require coordination with the U. S. Army Corps of Engineers for impact authorization. Therefore, related agency coordination is not provided in this scope of services.

### **Geologic Assessment**

The project does not occur over portions of the Edwards Aquifer that are regulated by the Texas Commission on Environmental Quality under the Edwards Aquifer Rules. The project would not require preparation of an Edwards Aquifer Protection Plan. Therefore, a Geologic Assessment is not included in this scope of services.

### **Endangered Species Act Compliance**

Stantec ecologists will conduct desktop research and field investigations to determine the likely presence of protected species and their habitats. No presence/absence surveys are included in this scope of services. WIFIA compliance requires evaluation of a project's potential impact on species listed as threatened or endangered under the Endangered Species Act, those that are proposed for listing (e.g., tricolored bat) and those that are candidates for listing (e.g., monarch butterfly). Assessments will be based primarily on field observations and agency-published data including lists of threatened and endangered species. Where appropriate, anecdotal (i.e., citizen scientist) occurrence accounts will be cited. Stantec assumes that design solutions would be available such that the project would not jeopardize the continued existence of



Reference: Gilleland Creek Wastewater Interceptor – Proposal for Environmental Services

species proposed for listing or result in impacts to or take of listed species. If this is not the case, Stantec could provide required presence/absence surveys and/or agency coordination under a separate scope.

The project would occur in Karst Zone 3b. Current agency guidance recommends conducting karst-habitat surveys prior to construction in these areas. Stantec will provide permitted karst biologists to conduct the habitat survey. This scope of services does not provide for presence/absence surveys in the event that potential habitat is observed. Presence/absence surveys could be provided under a separate scope.

Gilleland Creek is classified as a Group 5 stream with respect to its potential to provide suitable habitat for freshwater mussels. Stantec understands that design goals include avoiding in-water work in Gilleland Creek; therefore, this scope of services does not provide for pre-construction presence/absence surveys for or relocation of freshwater mussels. Additionally, no construction-phase relocation services are provided. These services could be provided under a separate scope if required by design impacts.

### **Hazardous Materials**

Stantec hazardous materials specialists will contract a third party to conduct a database query and records review consistent with the search parameters of ASTM E1527-21. This information will be augmented with field investigations to determine the likelihood that the project area is contaminated with hazardous materials or petroleum products. This information would be presented in the PEA along with other assessments of the proposed project's potential to result in similar types of contamination.

### **PEA Questionnaire**

Stantec environmental specialists will complete a final PEA Questionnaire and provide sufficient information to support determinations. Stantec will incorporate comments received from the Engineer and City on the preliminary PEA Questionnaire submitted with the Preliminary Engineering Report. If the City chooses to submit the preliminary PEA Questionnaire for WIFIA review, Stantec will incorporate comments received from WIFIA staff.

Reference: Gilleland Creek Wastewater Interceptor – Proposal for Environmental Services

## Additional Exclusions and Assumptions

All services excluded here and above could be provided under a separate scope and fee, if necessary.

- Deliverables will be submitted in electronic format.
- The Engineer will provide adequate, geo-referenced files of the project area boundary that will include all existing and proposed easements, both permanent and temporary.
- Right-of-entry will be coordinated by others and will be adequate to cover the Stantec's required activities.
- No public outreach or public involvement required.
- No materials sampling or testing as part of hazardous materials investigations.
- No intensive-level archival research, NRHP nominations, HABS/HAER documentation, archeological monitoring, testing, or data recovery, required.
- No human remains evaluation/coordination/removal required.
- .

## Summary

Stantec will provide the services listed above for a fee not to exceed \$72,783.25, to be billed on a time and materials basis. The attached spreadsheet provides details of the anticipated fee distribution by staff and task.

Thank you for this opportunity to provide support for the proposed project.

Regards,

**Stantec Consulting Services Inc..**



**Walter Meitzen**  
Senior Ecologist/Project Manager  
Phone: 737 587 5831  
Fax: 512 338 2225  
walter.meitzen@stantec.com



**Emily Reed**  
Principal  
Phone: 737 587-5824  
Fax: 512 338-2225  
Emily.reed@stantec.com

Attachments:  
Alignment exhibit  
Fee estimate  
Stantec Terms and Conditions



Stantec Consulting Services Inc.  
8401 Shoal Creek Boulevard Suite 100, Austin TX 78757-7621



WW2401 shows the approximate alignment of 15" Gilleland Creek WWI



**FEE ESTIMATE - Gilleland Creek WWI**

	Project Manager	Archaeologist/PH	Archaeologist	Historic Resources/Historic Cost	Geologist	So. Planner	Soil Ecologist	Soil Ecologist	GIS Supervisor	GIS Technician	Archi	Photograph/Video	So. Historian	Soil Historian	Metaph	Resource Procurement	Graphic Designer (hour)	Business & Operational Exp. (hour)
<b>Project Billing Rate</b>	\$156.00	\$156.00	\$121.00	\$169.00	\$140.00	\$181.00	\$121.00	\$121.00	\$169.00	\$149.00	\$140.00	\$192.00	\$156.00	\$133.00	\$0.67	\$500.00	\$260.00	\$2,500.00
<b>Total Units</b>	66.00	36.00	50.00	28.00	40.00	12.00	52.00	36.00	12.00	42.00	16.00	8.00	34.00	52.00	375.00	1.00	2.00	1.00
<b>Fee (T&amp;M)</b>	\$10,296.00	\$5,616.00	\$6,050.00	\$4,732.00	\$5,600.00	\$2,172.00	\$6,292.00	\$4,356.00	\$2,028.00	\$6,298.00	\$2,240.00	\$1,152.00	\$5,304.00	\$6,916.00	\$251.25	\$500.00	\$520.00	\$2,500.00

Task Name	Units	Project Summary																	
		Hours	Labour	Expense	Subs	Total													
<b>Environmental Services</b>		<b>482.00</b>	<b>\$69,012.00</b>	<b>\$1,271.25</b>	<b>\$2,500.00</b>	<b>\$72,783.25</b>													
Chapter 28 Support	2.00						12.00	\$1,842.00	\$0.00	\$0.00	\$1,842.00								
Historic Resources	2.00						32.00	\$4,746.00	\$0.00	\$0.00	\$4,746.00								
Hist. Survey & Letter	2.00						52.00	\$7,884.00	\$50.25	\$0.00	\$7,934.25								
Antiq. Permit Application		6.00	16.00				26.00	\$3,468.00	\$0.00	\$0.00	\$3,468.00								
Ant Survey & Report		26.00	32.00				82.00	\$8,524.00	\$570.25	\$2,800.00	\$11,894.25								
Letters							12.00	\$1,842.00	\$0.00	\$0.00	\$1,842.00								
Water Resources	12.00						50.00	\$6,638.00	\$50.25	\$0.00	\$6,688.25								
Biology	12.00			24.00	20.00		92.00	\$13,196.00	\$50.25	\$0.00	\$13,246.25								
Socio Env/EJ						10.00	10.00	\$1,810.00	\$0.00	\$0.00	\$1,810.00								
Hazmat				4.00	16.00		24.00	\$3,512.00	\$550.25	\$0.00	\$4,062.25								
PEA Questionnaire	24.00	4.00	2.00	4.00	2.00	20.00	82.00	\$11,836.00	\$0.00	\$0.00	\$11,836.00								
Project Management	12.00						28.00	\$4,112.00	\$0.00	\$0.00	\$4,112.00								



13581 Pond Springs Road, Suite 210, Austin, Texas 78729 • Phone: (512) 428-5550 • Fax: (512) 428-5525

June 5, 2024  
Arias Project No. 2024-230

VIA Email: [spandurangi@kfriese.com](mailto:spandurangi@kfriese.com)

Ms. Shwetha Pandurangi, P.E., C.F.M.  
Central Texas Water Practice Manager  
K Friese + Associates  
1120 S. Capital of Texas Highway, CityView 2, Suite 100  
Austin, TX 78746

**RE: Proposal for Geotechnical Engineering Services**  
COP – Gilleland Creek 15" WW Interceptor  
Pflugerville, TX

Dear Ms. Pandurangi,

Congratulations on your selection and thank you for choosing Arias & Associates, Inc. (Arias) to join your team to provide geotechnical engineering services for the above referenced project. Our understanding of the project is based on the information provided by you, including a map of the alignment and the requested field investigation. The following sections present our understanding of the project, proposed scope of services, fee compensation requirements, and schedule.

### **Project Information**

The project will include the replacement and upsize of approximately 2,926 linear feet of an existing 12-inch wastewater interceptor to 15-inch along Gilleland Creek in Pflugerville, Texas. The project alignment starts from the intersection of East Pecan Street with Robbins Street, runs along the Gilleland Creek, crosses Dessau Road and extends until approximately 280 ft south of the intersection of East Pecan Street with Immanuel Road. The open cut method will be used across the majority of the alignment, but there is one trenchless location under Dessau Road where the line will be installed using trenchless techniques. We have assumed that the invert depth of the planned WW Interceptor will be a maximum 20-ft below existing ground.

**If any the above information is not correct, we should be notified immediately in order to revise our proposal and the depth of the planned borings as necessary.**

### **Proposed Investigation**

The proposed alignment is mapped as being underlain by Austin Group (Kau) of limestone along the alignment. A Preliminary Boring Layout is presented on attached Exhibit A. Based on our understanding of the planned construction, we propose the following drilling scope.

<b>Borings</b>	<b>No. of Borings</b>	<b>Boring Depth (ft)</b>	<b>Footage</b>
Alignment	5	30	150
Trenchless Segment	2	40	80
<b>Total</b>			<b>230</b>

The borings will be drilled using a truck-mounted rig in areas clear of brush, heavy vegetation, and underground and overhead utilities. Arias personnel will mark the boring locations and will notify Texas One-Call at least 72 hours prior to drilling. It is important to mention that the Texas One-Call system only clears public utilities. Arias requests K. Friese + Associates to provide maps of existing private utilities prior to our site mobilization. Arias will not be responsible for damaged private utilities not informed to us.

Borings are planned to be drilled in the Right of Way. Traffic control will be required for borings in existing roadway Right of Way. We will obtain permits in accordance with the City of Pflugerville program. Also, for borings B-6 and B-7 we will obtain an excavation permit in accordance with City of Pflugerville Parks and Recreation Department (PARD). Any modifications to the standard traffic control plans are beyond the scope of this proposal and will be performed by others if required.

The borings will be advanced using augering and sampling techniques. Arias personnel will locate the borings, direct the sampling efforts, and visually classify recovered samples. Soils will be sampled by either pushing a thin-walled tube (ASTM D1587) of cohesive soils, or split barrel sampler while performing the Standard Penetration Test (ASTM D1586) for cohesionless (sandy) soils. Continuous core sampling of the rock stratum (ASTM D2113) will be performed where competent shale or chalk is encountered.

Arias personnel will locate the borings, coordinate traffic control, direct sampling efforts, visually classify recovered samples, and be present during drilling. Asphalt and base material thickness will be measured and reported for borings drilled through pavements. If groundwater is encountered, the groundwater levels within the open borehole will be recorded at the time of drilling and immediately following drilling. The boreholes will be backfilled with a mixture of cuttings generated by drilling operations and bentonite pellets after completion of drilling. Borings drilled through pavements will be capped with at least 12 inches of sackrete and cold-patch asphalt to match the existing surface. Excess soil cuttings will be dispersed in the area adjacent to the borings. No other site restoration measures, in addition to backfilling the boreholes, are included in this proposal.

Laboratory testing will be performed on recovered samples selected by the geotechnical engineer to aid in soil classification and to measure engineering properties. Laboratory testing is expected to include moisture content, Atterberg limits, fines content (percent passing the No. 200 sieve),

unconfined compression strength testing, hydrometer analysis, and corrosion testing. The actual laboratory program will depend upon the type of soils encountered.

One (1) piezometer will be installed at the boring B-7P near the eastern end of the alignment, close to the Gilleland Creek Crossing. Readings of the piezometers will occur weekly for a period of one month after completion of drilling, and monthly for a duration of twelve months. If requested, we can perform additional readings on a time and material basis.

Well Reports will be filed with the Texas Department of Licensing and Regulations (TDLR) for the piezometer, listing the City of Pflugerville as the owner. We have included costs for maintenance and plugging/abandoning the piezometer per TDLR requirements.

### **Reporting**

We will issue electronic copies of the Geotechnical Data Report (GDR) and Geotechnical Design Memorandum (GDM) prepared by a licensed professional engineer in the State of Texas. Specifically, the reports will include the following:

#### **Geotechnical Data Report (GDR):**

- Description of the field exploration program;
- Description of the laboratory testing program and results;
- Photographs of the soil samples recovered;
- Soil boring plan that depicts borehole locations on a base map provided by Client;
- Profiles of soil borings along the alignment using plan and profile design information provided by others;
- Soil boring logs with soil classifications based on the Unified Soil Classification System (ASTM D 2487);
- Generalized site stratigraphy and engineering properties developed from field and laboratory data at the explored locations; and
- Depth where groundwater, if encountered, at the time of drilling and immediately after drilling.

**Geotechnical Design Memorandum (GDM):** The Geotechnical Design Memorandum will provide the following geotechnical recommendations.

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

Arias will provide a draft version of each report for review, comment, and requests for clarification, which will then be addressed in the final GDR and GDM reports.

**This proposed scope of work does not include a Geotechnical Baseline Report for trenchless installations. Arias can provide a proposal for a GBR, as design progresses.**

Please be advised that Arias & Associates, Inc. performs Construction Materials Engineering and Testing (CoMET) per project requirements. We will be pleased to provide a separate proposal for construction materials testing at your request.

### **Proposed Fee**

We propose that the fee to perform the above outline preliminary scope of services on a time and material basis not to exceed (NTE) **\$52,600.00**. A Geotechnical Cost Breakdown is presented on the attached Exhibit B. Please note that for invoicing purposes the estimated quantities in the Geotechnical Cost Breakdown may vary (increase or decrease), depending on the actual level of effort needed to perform each item, but the NTE amount will remain the same (**\$52,600.00**).

After our reports are submitted, additional engineering time required to attend teleconferences, meetings, site visits, review plans or specifications, will be charged at the hourly rates included in our Exhibit B. Additional soil borings/piezometers and lab testing can be also performed on a time and material basis at the rates included in our Exhibit B. Also, stand-by time incurred in the field due to situations out of the control of Arias (e.g. right of access issues) will be charged at **\$225.00/hour**.

We will invoice for work completed on a monthly basis. This proposal is based on the following assumptions about site access:

- Boring/piezometer locations will be clear and accessible to our truck-mounted drilling equipment. No clearing of vegetation (nor the corresponding permits and fees), trees, brush or debris is included in this proposal;
- The ground at the time of the field investigation should be dry and strong enough to support the weight of the drilling and support vehicles. Otherwise the client will be informed about the need to utilize an all-terrain vehicle to access boring locations;
- We will be provided with maps of existing known public and private utilities, and we will notify Texas 811 at least 72 hours prior to drilling;
- Some of the borings will require traffic control;
- We will obtain City of Pflugerville Right of Way and PARD permits, as appropriate, prior to drilling;
- Right of Entry (ROE) if needed, to access the boring/piezometer locations will be obtained by others prior to our mobilization; and



- Drilling will be performed Monday to Friday from 8 am to 5 pm.

### **Schedule**

Upon receiving written authorization, and weather and site conditions permitting, we can initiate our field investigation within 2 to 3 weeks. Permit submittal and approval through the City of Pflugerville Right of Way and PARD offices is expected to take 3 to 4 weeks. Drilling of the boreholes will take 3 to 4 days. Laboratory testing will take another 2 to 3 weeks. We anticipate submitting a draft report about 10 to 11 weeks following receipt of written authorization. We will keep you verbally informed of our findings as they become available.

Delays sometime occur due to adverse weather, utility clearance processing, site clearing requirements for drill rig access, obtaining Right of Entries and other factors outside of our control. In this event, we will communicate the nature of the delay with you and provide a revised schedule at the earliest possible date.

### **Proposal Acceptance**

We understand that proposal authorization and contract terms will be established per K+Friese's Subcontract for Professional Services. We will begin work upon receipt of a signed copy of the subcontract. Please attach this proposal to the subcontract and email it to [asioutis@ariasinc.com](mailto:asioutis@ariasinc.com).

Should you have any questions, please do not hesitate to contact Alexandros Sioutis, E.I.T at (512) 656-2390. We appreciate the opportunity provided and look forward to becoming an integral part of the Project Team.

Sincerely,

### **ARIAS & ASSOCIATES, INC.**

TBPE Registration No: F-32



Alexandros Sioutis, E.I.T.  
Geotechnical Engineer



John S. Landwermeyer, P.E.  
Managing Principal

#### Attachments:

- Exhibit A – Boring Location Plan
- Exhibit B – Geotechnical Cost Breakdown



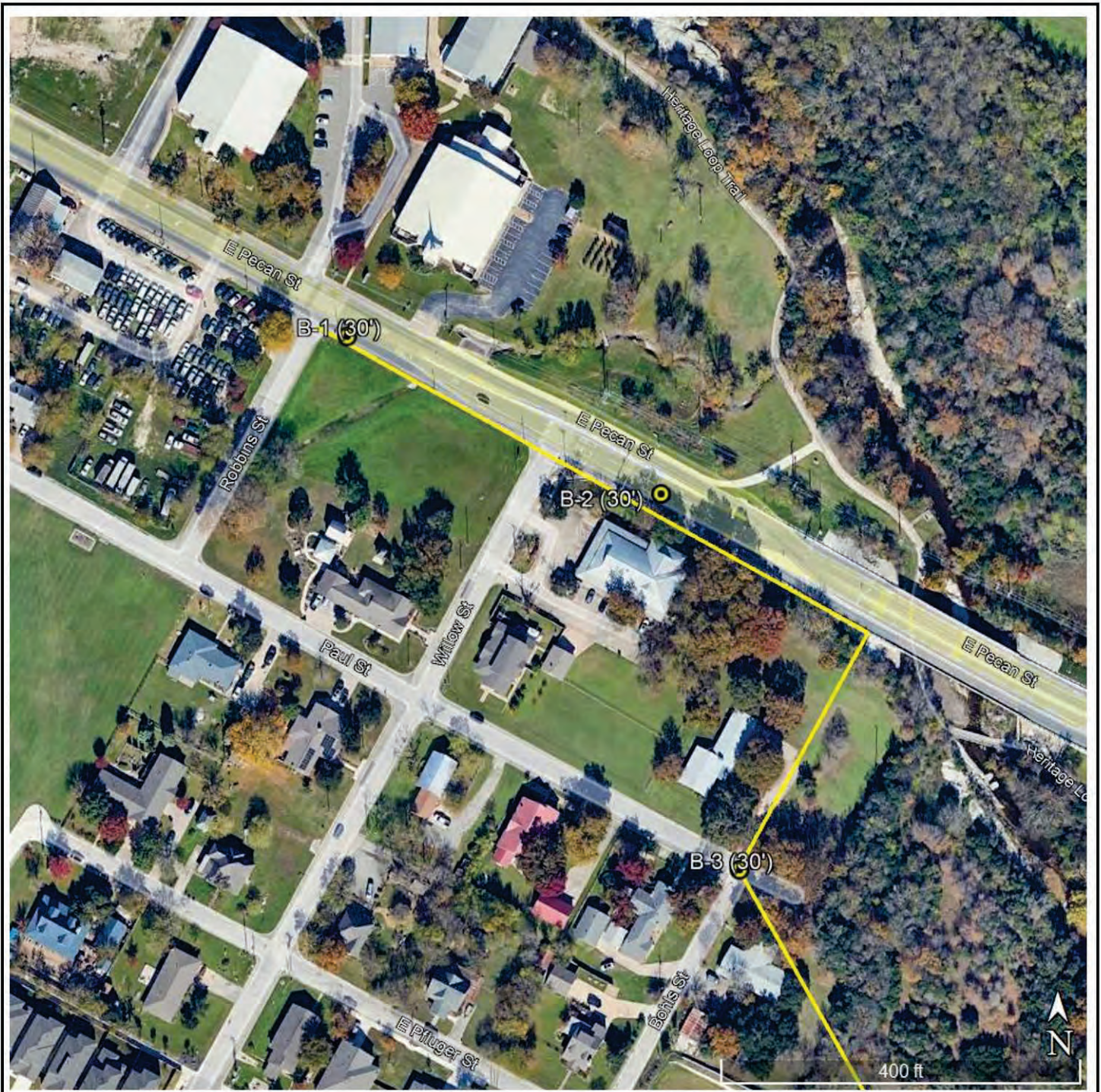
13581 Pond Springs Road, Suite 210, Austin, Texas 78729  
 Phone: (512) 428-5550 • Fax: (512) 428-5525

## BORING LOCATION PLAN

COP – Gilleland Creek 15"  
 WW Interceptor  
 Pflugerville, Texas

Date: April 29, 2024	Job No.: 2024-230
Drawn By: MU	Checked By: AS
Approved By: AS	Scale: N.T.S.

**Exhibit A-1**



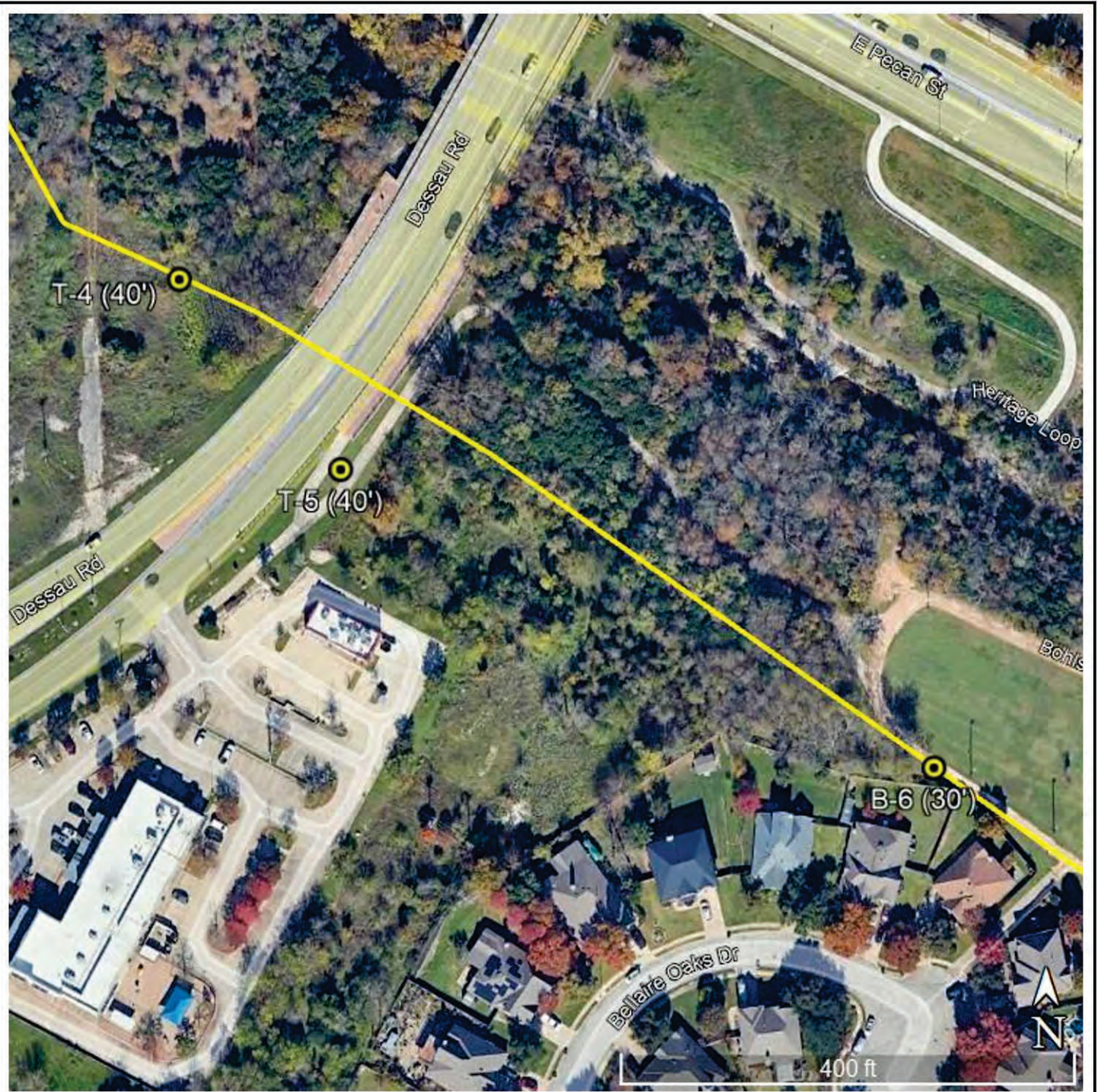
13581 Pond Springs Road, Suite 210, Austin, Texas 78729  
 Phone: (512) 428-5550 • Fax: (512) 428-5525

## BORING LOCATION PLAN

COP – Gilleland Creek 15''  
 WW Interceptor  
 Pflugerville, Texas

Date: April 29, 2024	Job No.: 2024-230
Drawn By: MU	Checked By: AS
Approved By: AS	Scale: N.T.S.

**Exhibit A-2**



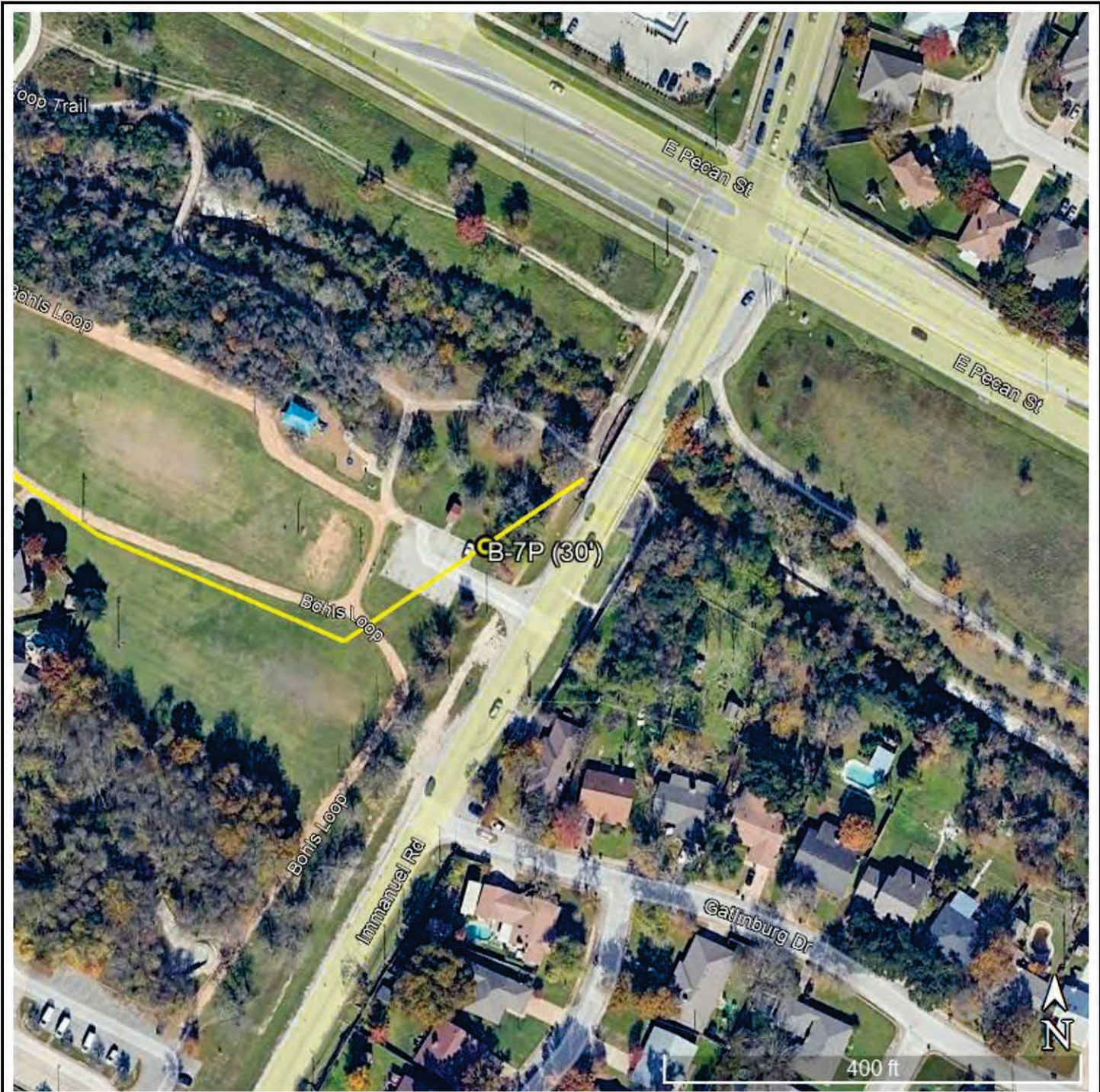
13581 Pond Springs Road, Suite 210, Austin, Texas 78729  
 Phone: (512) 428-5550 • Fax: (512) 428-5525

**BORING LOCATION PLAN**

COP – Gilleland Creek 15”  
 WW Interceptor  
 Pflugerville, Texas

Date: April 29, 2024	Job No.: 2024-230
Drawn By: MU	Checked By: AS
Approved By: AS	Scale: N.T.S.

**Exhibit A-3**



13581 Pond Springs Road, Suite 210, Austin, Texas 78729  
 Phone: (512) 428-5550 • Fax: (512) 428-5525

**BORING LOCATION PLAN**

COP – Gilleland Creek 15”  
 WW Interceptor  
 Pflugerville, Texas

Date: April 29, 2024	Job No.: 2024-230
Drawn By: MU	Checked By: AS
Approved By: AS	Scale: N.T.S.

**Exhibit A-4**



**Exhibit B - Geotechnical Cost Estimate**  
**COP - Gilleland Creek 15" WW Interceptor**  
**Pflugerville, Texas**

Task	Item Description	Est. Qty.	Unit	Unit Price	Est. Total Price
<b>1 Field Exploration</b>					
<b>1.1 Planning and Coordination</b>					
	Engineer in Training (Drilling Plan, One-Call, Traffic Controls, Permits)	20	hr	\$ 125.00	\$ 2,500.00
	Engineering Technician (Staking of Borings, Utility Clearance)	15	hr	\$ 75.00	\$ 1,125.00
	Trip Charge	2	ea	\$ 55.00	\$ 110.00
	Excavation Permit (COP & PARD permits)	2	ea	\$ 500.00	\$ 1,000.00
	Senior Geotechnical Engineer	10	hr	\$ 175.00	\$ 1,750.00
	Principal Engineer	4	hr	\$ 210.00	\$ 840.00
				<b>1.1 Subtotal</b>	<b>\$ 7,325.00</b>
<b>1.2 Drilling and Sampling</b>					
	Mobilization (Truck drill rig)	1	ea	\$ 600.00	\$ 600.00
	Support Truck (Water truck)	4	ea	\$ 175.00	\$ 700.00
	Air Compressor	4	day	\$ 250.00	\$ 1,000.00
	Drill Rig Standby Time	4	hr	\$ 225.00	\$ 900.00
	Soil Drilling and Sampling - Up to 50 feet	70	ft	\$ 26.00	\$ 1,820.00
	Rock Coring - Up to 50 feet	160	ft	\$ 32.00	\$ 5,120.00
	Backfill holes	230	ft	\$ 8.00	\$ 1,840.00
	Drill Logger	40	hr	\$ 75.00	\$ 3,000.00
	Trip Charge (Arias - Logger)	4	ea	\$ 55.00	\$ 220.00
				<b>1.2 Subtotal</b>	<b>\$ 15,200.00</b>
<b>1.3 Traffic Control</b>					
	Traffic Control Services, Arrow Boards and Attenuator Trucks	2	ea	\$ 2,800.00	\$ 5,600.00
				<b>1.3 Subtotal</b>	<b>\$ 5,600.00</b>
<b>1.4 Observation Wells Construction</b>					
	Observation Well, 2"-diameter 30 ft deep	30	ft	\$ 22.00	\$ 660.00
	Flush Mounted Well Pad (2'8"x2'8")	1	ea	\$ 450.00	\$ 450.00
	Wells maintenance	1	ea	\$ 400.00	\$ 400.00
	Plug/Abandon Well (Minimum Daily Rig Charge), per TDLR	1	ea	\$ 1,800.00	\$ 1,800.00
				<b>1.4 Subtotal</b>	<b>\$ 3,310.00</b>
<b>1.5 Observation Well Readings and Reports (Weekly for 1 month and monthly thereafter for 1 year)</b>					
	Engineering Technician (Readings)	20	hr	\$ 75.00	\$ 1,500.00
	Trip Charge	15	ea	\$ 55.00	\$ 825.00
	Engineer in Training (Reporting)	12	hr	\$ 120.00	\$ 1,440.00
	Senior Geotechnical Engineer	4	hr	\$ 175.00	\$ 700.00
				<b>1.5 Subtotal</b>	<b>\$ 4,465.00</b>
				<b>Field Exploration TOTAL:</b>	<b>\$ 35,900.00</b>
<b>2 Laboratory Soil Testing</b>					
<b>2.1 Arias Laboratory</b>					
	Moisture Content (ASTM D2216)	20	ea	\$ 15.00	\$ 300.00
	Atterberg Limits (ASTM D4318)	20	ea	\$ 85.00	\$ 1,700.00
	Particle Gradation, Including No. 200 sieve (ASTM D422)	20	ea	\$ 85.00	\$ 1,700.00
	Unconfined Compressive Strength (rock or soil) (ASTM D7012 or D2166)	12	ea	\$ 75.00	\$ 900.00
	Hydrometer Analysis (ASTM D7928)	2	ea	\$ 200.00	\$ 400.00
	Soluble Sulfate (TEX 145-E)	3	ea	\$ 80.00	\$ 240.00
	Soluble Chloride (ASTM D512)	3	ea	\$ 70.00	\$ 210.00
	Soil pH (TEX-128-E)	3	ea	\$ 65.00	\$ 195.00
	Laboratory Resistivity (ASTM G57)	3	ea	\$ 85.00	\$ 255.00
	Engineer in Training	3	hr	\$ 120.00	\$ 360.00
				<b>2.1 Subtotal</b>	<b>\$ 6,260.00</b>
				<b>Laboratory Testing TOTAL:</b>	<b>\$ 6,260.00</b>
<b>3 Engineering and Reporting</b>					
<b>3.1 Geotechnical Data Report (GDR)</b>					
	Principal Engineer	4	hr	\$ 210.00	\$ 840.00
	Senior Geotechnical Engineer	8	hr	\$ 175.00	\$ 1,400.00
	Engineer in Training	18	hr	\$ 120.00	\$ 2,160.00
	Data Processing	8	hr	\$ 65.00	\$ 520.00
				<b>3.1 Subtotal</b>	<b>\$ 4,920.00</b>
<b>3.2 Geotechnical Data Memorandum (GDM)</b>					
	Principal Engineer	6	hr	\$ 210.00	\$ 1,260.00
	Geotechnical Project Manager	15	hr	\$ 175.00	\$ 2,625.00
	Engineer in Training	12	hr	\$ 120.00	\$ 1,440.00
	Data Processing	3	hr	\$ 65.00	\$ 195.00
				<b>3.2 Subtotal</b>	<b>\$ 5,520.00</b>
				<b>Engineering TOTAL:</b>	<b>\$ 10,440.00</b>
<b>Project Total</b>					<b>\$ 52,600.00</b>

June 7, 2024  
REV 3

Shwetha Pandurangi, PE, CFM  
Central Texas Water Practice Manager  
K Friese + Associates  
1120 S Capital of Texas Highway,  
City View 2, Suite 100  
Austin, Texas 78746  
512-593-8037  
spandurangi@kfriese.com

**RE: Subsurface Utility Engineering  
City of Pflugerville – 15” WW Gilleland Interceptor  
Pflugerville, Texas**

Dear Ms. Pandurangi:

The Rios Group, Inc. (TRG) is pleased to submit a cost proposal for Subsurface Utility Engineering (SUE) for the above referenced project. This proposal is based on information provided via email on April 18, 2024 and May 15, 2024, June 5, 2024 and a conference call on May 23, 2024.

### **Introduction**

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

### **Scope of Work**

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

The scope of this proposal includes QLB and QLA SUE services.

To Include:

In general, QLB SUE services are requested within the limits of the City of Pflugerville 15” WW Gilleland Interceptor project as shown in red on Exhibit B, attached to this proposal. QLB SUE services provided will be inclusive of QLC and QLD. With the total length of the proposed wastewater alignment at over 2,700 linear feet, the client will confirm exact locations (including major ROW on Dessau Rd and Immanuel Rd) of QLB within the limits of the proposed alignment before start of work. This scope does not include a comprehensive map of utilities within the

project limits, only areas identified by the client will be investigated. The proposed alignment will be staked and marked by the client’s surveyor before TRG mobilizes. For estimating purpose, the scope of this proposal include fifty (50) hours of QLB field investigation time. TRG has made the following assumptions for the QLB SUE Services on this project:

- Any necessary Right-Of-Entry (ROE) permits and access to the site will be provided by the Client prior to the start of field work.
- TRG will perform records research and acquire available existing utility records within the project limits. This will include contacting the applicable One Call agency and associated utility owners/municipalities to request records and reviewing available utility record information obtained.
- TRG will attempt to designate the following utilities within this area: potable water, reclaimed water, chilled water, natural gas/crude oil/refined product pipelines, communication duct banks, fiber optic, cable television, telephone, traffic signal cables, street lighting, TxDOT CTMS cables, and electric.
- Wastewater and storm drain facilities will be inverted at manholes, and will be depicted as QLC information.
- TRG will attempt to designate utility service lines, however, because these lines are often non-conductive and not shown on records TRG cannot guarantee all service lines will be included in the final deliverables.
- The following facilities/items are specifically excluded from the scope of work of this proposal: private service lines, irrigation lines, overhead utilities, detailed vault investigations.
- TRG will attempt to provide Electronic Depth readings calculated by TRG’s geophysical equipment. If Electronic Depth readings can be obtained, they will be provided every 50 feet. However, due to the inconsistency with Electronic Depth readings, TRG cannot guarantee the accuracy of the information. Data will be provided for informational purposes only.

This proposal also includes up to seven (7) QLA SUE test holes at location that will be provided by the Client following a review of the QLB SUE information. TRG has made the following assumptions related to test hole excavations on this project:

- Test holes will be excavated using vacuum excavation equipment.
- All test holes will be accessible to truck/trailer-mounted vacuum excavation equipment. Any improvements required to access test hole locations (clearing, grading, mat installation, etc.) will be provided by others at no cost to TRG).
- Right-Of-Way (ROW) permits from the City of Pflugerville (City) will not be required.
- Designed traffic control plans will not be required.
- Traffic control measures will not be required.
- Pavement coring/repair will not be required.
- The following items are specifically excluded from this scope of work: flowable fill for backfill of test holes, full-section pavement repair (including sidewalks)
- Due to the risk of damage, TRG will not attempt to probe or excavate test holes on AC water lines unless approval is obtained from the owner in advance.



- Excavation in rock, or to a depth greater than 18 feet, is considered beyond the scope of this proposal.

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

### **Deliverables**

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

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

### **Schedule**

TRG can mobilize within three (3) weeks of receiving Notice-To-Proceed (NTP). TRG estimates that the QLB SUE work can be completed in twenty-five (25) working days, broken down as follows:

- QLB field work – 5 days
- QLB deliverable preparation – 20 days (following the receipt of survey data from Client)

TRG estimates that the QLA SUE work can be completed in twenty-four (24) working days following approval of the City ROW permit, broken down as follows:

- Layout test holes and QLA field work – 4 days
- QLA deliverable preparation – 20 days (following the receipt of survey data from Client)

**Estimated Fee**

The Time & Materials fee to complete the work described herein is not-to-exceed **Twenty-Nine Thousand Three Hundred Thirty-Nine Dollars and 02/100 (\$29,339.02)**. An itemized breakdown of cost is provided in Exhibit A. Please note that these pricings are based on estimated quantities, and that only actual quantities will be invoiced – up to the total Contract amount.

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

Respectfully,

**The Rios Group, Inc.**

A handwritten signature in blue ink, appearing to read 'Albert Bedia', with a large, stylized flourish extending to the left.

Albert Bedia, EIT  
Project Manager



THE RIOS GROUP

**Estimate for Subsurface Utility Engineering**  
**15" WW Gilleland Interceptor**  
**City of Pflugerville**

**EXHIBIT A**  
**REV 3**

<b>Hourly Office Labor</b>	<i>Rate</i>	<i>Assumed Quantity</i>	<i>Unit of Measure</i>	<i>Sub-Total</i>
Supervisory Engineer	\$ 190.86	2	HR	\$ 381.72
SUE Project Manager	\$ 169.71	10	HR	\$ 1,697.10
Professional Engineer	\$ 165.19		HR	\$ -
Assistant Project Manager	\$ 118.30	18	HR	\$ 2,129.40
Engineer in Training	\$ 110.49		HR	\$ -
CADD Technician	\$ 74.84	26	HR	\$ 1,945.84
Engineering Technician	\$ 74.67	2	HR	\$ 149.34
Field Manager	\$ 127.23	8	HR	\$ 1,017.84
Administrative Specialist	\$ 81.39	2	HR	\$ 162.78
<b>Sub-Total</b>				<b>\$ 7,484.02</b>
<b>QL"B" SUE Designating and Test Hole Layout</b>				
	<i>Rate</i>	<i>Assumed Quantity</i>	<i>Unit of Measure</i>	<i>Sub-Total</i>
One Designating Person	\$ 160.00	40	HR	\$ 6,400.00
Two Person Designating Crew	\$ 250.00	20	HR	\$ 5,000.00
<b>Sub-Total</b>				<b>\$ 11,400.00</b>
<b>QL"A" SUE Test Holes</b>				
<b>Unit Rate - Depth</b>	<i>Outside Pavement Rate</i>	<i>Assumed Quantity</i>	<i>Unit Of Measure</i>	<i>Sub-Total</i>
0 - 5 feet	\$ 1,315.00	4	EA	\$ 5,260.00
5 - 8 feet	\$ 1,600.00	2	EA	\$ 3,200.00
8 - 13 feet	\$ 1,995.00	1	EA	\$ 1,995.00
13 - 20 feet	\$ 2,575.00	0	EA	\$ -
Over 20 feet	\$ 3,025.00	0	EA	\$ -
Pavement Coring	\$ 370.00	0	EA	\$ -
Test Hole Total		7		
<b>Sub-Total</b>				<b>\$ 10,455.00</b>
<b>Total Estimated Cost</b>				<b>\$ 29,339.02</b>

# EXHIBIT B

## LIMITS OF SUE INVESTGATIONS

### Legend

 LIMITS OF SUE INVESTGATIONS



Google Earth

## EXHIBIT C DEFINITIONS & DATA LIMITATIONS

### Subsurface Utility Engineering (SUE) Quality Level Definitions

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

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

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

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

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

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

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

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

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

## **Acronyms and Special Definitions**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **General Data Limitations**

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

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

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



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

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

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

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