

**PROFESSIONAL SERVICES AGREEMENT
FOR
WEISS LANE RECLAIMED WATER PIPELINE**

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

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

I. DEFINITIONS

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

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

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

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

II. TERM

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

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

III. SCOPE OF SERVICES AND PROJECT SCHEDULE

Consultant agrees to provide the services described in this Article III entitled Scope of Services and Project Schedule in exchange for the compensation described in Article IV Compensation to Consultant. Scope of Services and Project Schedule are detailed in *Attachment I* which are incorporated by reference as if written and copied herein. The terms and conditions of this Agreement shall control in the event of a conflict with any terms and conditions set forth therein.

All work performed by Consultant hereunder shall be performed to the satisfaction of the City Manager. The determination made by City Manager shall be final, binding and conclusive on all Parties hereto. City shall be under no obligation to pay for any work performed by Consultant, which is not satisfactory to City Manager. City shall have the right to terminate this Agreement, in accordance with Article VII. Termination, in whole or in part, should Consultant’s

work not be satisfactory to City Manager; however, City shall have no obligation to terminate and may withhold payment for any unsatisfactory work, as stated herein, even should City elect not to terminate.

IV. COMPENSATION TO CONSULTANT

4.1 In consideration of Consultant's performance in a satisfactory and efficient manner, as determined solely by City Manager, of all services and activities set forth in this Agreement, City agrees to pay Consultant an amount not to exceed Six Hundred Ninety-Nine Thousand, Nine Hundred Sixty-Eight Dollars and Zero Cents (\$699,968.00) as total compensation, to be paid to Consultant as further detailed in Attachment 1.

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

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

V. OWNERSHIP OF DOCUMENTS

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

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

VI. RECORDS RETENTION

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

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

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

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

VII. TERMINATION

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

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

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

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

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

7.4.1 Bankruptcy or selling substantially all of company's assets

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

7.4.3 Performing unsatisfactorily

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

7.6 Regardless of how this Agreement is terminated, Consultant shall affect an orderly transfer to City or to such person(s) or firm(s) as the City may designate, at no additional cost to

City, all completed or partially completed documents, papers, records, charts, reports, and any other materials or information produced as a result of or pertaining to the services rendered by Consultant, or provided to Consultant, hereunder, regardless of storage medium, if so requested by City, or shall otherwise be retained by Consultant in accordance with Article VI. Records Retention. Any record transfer shall be completed within thirty (30) calendar days of a written request by City and shall be completed at Consultant's sole cost and expense. Payment of compensation due or to become due to Consultant is conditioned upon delivery of all such documents, if requested.

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

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

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

VIII. NOTICE

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

If intended for City, to: City of Pflugerville
Attn: Jeff Dunsworth, P.E.
City Engineer
P.O. Box 589
Pflugerville, Texas 78660

If intended for Consultant, to: STV, Inc.
Attn: Ryan Owen, P.E.
13809 Research Blvd., Suite 300
Austin, Texas 78750

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

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

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

City of Pflugerville

Insurance Requirements

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

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

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

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

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

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

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

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

- Name the City, its officers, officials, employees, volunteers, and elected representatives as ***additional insured by endorsement under terms satisfactory to the City***, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;

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

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

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

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

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

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

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

X. INDEMNIFICATION

10.1 CONSULTANT covenants and agrees to INDEMNIFY and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, or liability for damages caused by or resulting from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by the CONSULTANT or the CONSULTANT’s agent, CONSULTANT under contract, or another entity over which the CONSULTANT exercises control. Such acts may include personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to CONSULTANT’S activities under this Agreement, including any negligent or intentional acts or omissions of CONSULTANT, any agent, officer, director, representative, employee,

consultant or subcontractor of CONSULTANT, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its elected officials, employees, officers, directors, volunteers and representatives, in instances where such negligence causes personal injury, death, or property damage. In no event shall the indemnification obligation extend beyond the date with when the institution of legal or equitable proceedings for the professional negligence would be barred by any applicable statute of repose or statute of limitations.

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

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

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

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

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

XI. ASSIGNMENT AND SUBCONTRACTING

11.1 Consultant shall supply qualified personnel as may be necessary to complete the work to be performed under this Agreement. Persons retained to perform work pursuant to this Agreement shall be the employees or subcontractors of Consultant. Consultant, its employees or its subcontractors shall perform all necessary work.

11.2 It is City's understanding and this Agreement is made in reliance thereon, that Consultant intends to use the following subcontractors in the performance of this Agreement: HVJ South Central Texas – M&J Inc. and Horizon Environmental Services. 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.

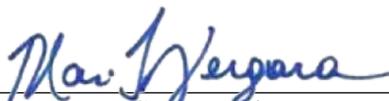
Further, Company hereby certifies that it is not a company identified under Texas Government Code, Section 2252.152 as a company engaged in business with Iran, Sudan, or Foreign Terrorist Organizations.

EXECUTED and AGREED to as of the dates indicated below.

**CITY OF
PFLUGERVILLE**

CONSULTANT
STV, Inc.

(Signature)



(Signature)

Printed Name: _____

Printed Name: Marisa Treviño Vergara, PE

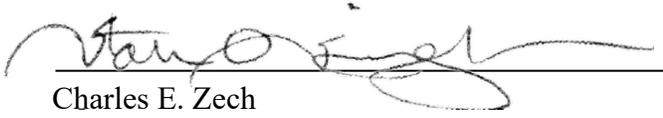
Title: City Manager/ Authorized Representative

Title: Senior Vice President

Date: _____

Date: 10/13/2025

APPROVED AS TO FORM:

A handwritten signature in black ink, appearing to read "Charles E. Zech", is written over a horizontal line.

Charles E. Zech

City Attorney

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

Stan Springerley, Senior Associate Attorney

**SCOPE OF SERVICES
FOR
WEISS LANE RECLAIMED WATER PIPELINE

PFLUGERVILLE, TEXAS**

Background

STV, Inc. (Engineer) will provide engineering services for the City of Pflugerville's (City's) Weiss Lane Reclaimed Water Pipeline project, hereinafter referred to as the "Project." Engineering services will include the evaluation and subsequent alignment recommendations, design, bid and construction phase services for approximately 12,000 LF of 10-inch reclaimed water pipeline to provide treated reclaimed water generated from the City's wastewater treatment plant located on Sun Light Near Way, to be used for irrigation by large users located along the project corridor.

It is anticipated that this project will be funded using Water Infrastructure Finance and Innovation Act (WIFIA) resources, and the requirements for an Engineering Feasibility Report (EFR) and Environmental Information Document (EID) submittals in compliance with TDWB guidance are included in this scope of work.

The evaluation and design include elements needed to develop recommended alignment and design, coordination with private utility owners, geotechnical and environmental engineering, and survey. The work will be done in accordance with the City's Engineering Design Manual, Construction Standards, Standard Specifications and Unified Development Code, and Texas Commission on Environmental Quality (TCEQ) Rules current from the date of contract execution.

I. Basic Services

A. PROJECT MANAGEMENT

1. Project Progress Meetings: Attend, lead and document seven (7) project planning and design phase meetings with the City to be conducted in person and/or via an online teleconferencing platform. Prepare meeting minutes including action item list. Meetings are anticipated to include a Project Kickoff Meeting, Alignment Review Meeting, PER Review Meeting, 60% Design Review meeting, and 90% Design Review meeting, and two (2) additional project progress meetings.
2. Project Administration: Internal design team meetings, coordination with subconsultants and perform project administration. Develop monthly project status report to be submitted with monthly invoices.
3. Project Scheduling: Develop a baseline design schedule for the Project and prepare updated design schedules for the Project on a monthly basis, to be submitted with the monthly project status report.

Task A Deliverables:

- Meeting Minutes

- Monthly Status Reports
- Monthly Schedule Updates

B. PRELIMINARY ENGINEERING

1. Data Review

- a. Review record drawings for utilities within the Project area, including available Master Plan documents for reclaimed water, reclaimed record drawings, studies/reports, and existing data pertinent to the Project. Existing data to be provided by the City.
- b. Request record drawings from utility companies anticipated to have existing facilities within the project area.

2. Alignment Evaluation

- a. Review property lines and surface features.
- b. Review existing topography based on available survey data and existing utility connection depths to establish minimum cover and design requirements are feasible for the proposed alignments. Data to be provided by City.
- c. Recommend temporary and permanent easements for proposed alignments.
- d. Develop up to two (2) alignment alternatives based on the information gathered under this task.
- e. Using hydraulic software, confirm hydraulic requirements for the reclaimed water pipeline and recommend the necessary pipe diameter. The extents of the proposed pipeline hydraulic assessment will be limited to the new reclaimed water pipeline, beginning at Pleasanton Parkway and ending approximately 3,500 LF east of Weiss Lane on the north side of the Sorrento Development. For purposes of the hydraulic assessment, STV will obtain from the City the required upstream system pressures and flows information of the existing reclaimed water system to which the new 10” pipeline will tie.
- f. Coordinate with the TCEQ on anticipated design exceptions/variances for proposed deviations from Texas Administrative Code design standards.
- g. Identify preliminary service connection locations (taps) along the pipeline alignment.
- h. Recommend final alignment.

3. Materials of Construction

- a. Provide recommendations of pipe materials (up to two, PVC and ductile iron), and develop limits of open cut versus trenchless construction throughout the pipeline alignment. Recommendations will be based on application, constructability, and cost, presented in a narrative description format.

4. Preliminary Engineering Report

- a. Site Visits: Perform two (2) site visits during the Preliminary Engineering Phase to review design constraints and potential alignment conflicts.

- b. Develop Draft PER document summarizing the findings of the above tasks, including Quality Control (QC) review.
- c. Develop Final PER document incorporating City comments from Draft PER, including QC review.
- d. Development 30% plan and profile exhibits showing recommended alignment, including QC review. Exhibits shall be overlaid with relevant GIS reference layers as provided by the City, such as streets, existing pipe alignments and utility features, appurtenances (hydrants, valves, manholes, etc.), and showing proposed pipeline improvements.
- e. Preliminary Opinion of Probable Construction Cost (OPCC) (Class 4 Association for the Advancement of Cost Engineers (AACE) Estimate).
- f. Develop and submit the PER to the City.

Task B Deliverables:

- Draft and Final Preliminary Engineering Report, one (1) electronic copy in PDF format and three (3) hard copies of each.
- Submit the Preliminary Engineering Report to the City.

C. DESIGN PHASE SERVICES

1. Design Phase Coordination and Permitting

- a. U.S. Environmental Protection Agency:
 - i. Prepare and submit Plans, Specifications and accompanying documentation to the USEPA in accordance with WIFIA funding requirements.
 - ii. Submit the TCEQ Summary Transmittal Letter and Construction Documents to TCEQ for approval.

- b. Utility Coordination:
 - i. Request existing record drawing information of potentially impacted utilities from subsurface utility engineering (SUE) investigation identified in Task II.D and, if received, perform review for potential conflicts. If available, include estimated schedule for relocation of utilities identified as potential conflicts.
 - ii. Review preliminary plans with private utility owners for potential conflicts. Modify alignments to avoid impacts to existing utilities based on utility owner requirements. Coordination and/or review of any relocations of existing utilities is not included in this scope of work.

- c. Utility Easement Encroachment Permitting
 - i. Coordinate with Utility Owner to confirm requirements for crossing easement, and incorporate requirements into plan set for submittal to Utility Owner for review.
 - ii. STV anticipates that the majority of the reclaimed water pipeline will be contained within the City roadway right of way, thus minimizing crossing

franchise utility easements. In the event of required easement crossings, STV will submit up to two (2) utility easement encroachment permits.

iii. Respond to the Utility Owner's comments to resolve outstanding items and obtain utility easement encroachment permit.

d. Right of Way/Easement Coordination

i. Coordinate with City's Right of Way Services representative during the right of entry and easement acquisition process. Engineer will respond to requests from the City's Right of Way Services representative for the purposes of providing project information.

e. Public Works/Operations Coordination

i. Coordinate with City operations staff to discuss the Weiss Lane Reclaimed Water Pipeline, known and anticipated service connection locations and requirements, and pressure/capacity requirements.

ii. Anticipate two (2) meetings with City Public Works.

iii. Owner shall provide requirements for tie-in requirements and/or procedures for connection to the existing reclaimed water distribution main(s) for incorporation into the overall project sequencing.

2. 60% Plans and Design Documents

Plans will be developed based on the information gathered from Task II and City approval of the PER recommendation, which may include combined segment for new pipe design (open cut and/or trenches), as well as slip lining (abandoned 24" force main).

a. Prepare cover sheet, project layout sheet, boundary map/project control sheet, and construction notes.

b. Prepare 60% traffic control sheets.

c. Prepare 60% erosion and sedimentation control sheets.

d. Prepare 60% plan and profile sheets for the 10" reclaimed water pipeline. Plan and profile sheets identifying right-of-way, property easement, existing utilities based on SUE information identified in Task II.D, and topographic features will be prepared at scale 1" = 40' horizontal and 1" = 4' vertical. (Assuming 18 plan and profile sheets)

e. Prepare City standard detail sheets.

f. Identify Project Specific Details needed for the reclaimed pipeline components, including trenchless construction details and pipeline appurtenances, and connection/metering structures.

g. Assemble City of Pflugerville standard specifications and special technical specification Table of Contents.

h. Prepare 60% OPCC (Class 2 AACE Estimate).

i. Perform Internal QA/QC of plans and project documents and incorporate review comments into 60% deliverable.

3. 90% Plans and Design Documents
 - a. Incorporate City's 60% design comments.
 - b. Prepare construction sequencing/phasing plan for project.
 - c. Prepare 90% cover sheet, project layout sheet, boundary map/project control sheet, and construction notes.
 - d. Prepare 90% traffic control sheets, including details.
 - e. Prepare 90% erosion and sedimentation control sheets, including details.
 - f. Prepare 90% plan and profile sheets for 10" reclaimed water pipeline.
 - g. Prepare City standard detail sheets.
 - h. Prepare Project Specific Details for the reclaimed pipeline components, including trenchless construction details and pipeline appurtenances, and connection/metering structures.
 - i. Prepare City of Pflugerville project documents and technical specifications as needed for the project, including Special Specifications or Special Provisions.
 - j. Prepare 90% OPCC (Class 1 AACE Estimate).
 - k. Perform internal QA/QC of plans and project documents and incorporate review comments into 90% deliverable.

4. Issued for Bid Plans and Construction Documents
 - a. Incorporate City's 90% comments into plans and project documents.
 - b. Prepare final Construction Plans, Specifications, and Contract Documents for Bid Phase, including plan revisions based on permitting and coordination identified in Task I.C.1.

Task C Deliverables:

- Utility Coordination and City meeting minutes.
- 60% plans, Specification Table of Contents and Standard Specifications, and OPCC. One (1) electronic copy in PDF format and three (3) hard copies.
- 90% plans, Technical Specifications, and OPCC. One (1) electronic copy in PDF format and three (3) hard copies.
- TCEQ Plans and Specification submittal documentation.
- Issued for Bid Plans and Construction Documents. One (1) electronic copy in PDF format and three (3) hard copies.

D. BID PHASE SERVICES

1. Provide documents to City for bid advertising on CivCast.
2. Facilitate pre-bid meeting with City for interested Contractors. Engineer will also develop the agenda and provide meeting minutes.
3. Address and respond to Contractor's questions and interpretation of bid documents, and issue addenda as required.
4. Review qualifications of low bidder and others as needed.

5. Recommend award of contract or other actions to be taken by City.
6. Prepare conformed contract documents and construction plans

Task D Deliverables:

- Pre-Bid meeting agenda and minutes
- Responses to Contractor questions
- Issue Addenda
- Recommendation of Award letter
- Conformed Contract Documents

II. Special Services

A. GEOTECHNICAL INVESTIGATION (HVJ Associates, Inc.)

1. Subsurface Exploration: Investigate subsurface conditions and characterize soil at the project area. The exploration will consist of three (3) test borings to a depth 15 feet deep, for total drilling footage of 45 feet. This will supplement the existing 14 existing borings collected by the Engineer on previous projects. The new borings will be completed with a truck-mounted rig, equipped with flight augers and sampling tools. Soil samples will be collected using Shelby tubes and/or split-spoon samplers. Field-testing of soil samples will include pocket penetrometer readings in the cohesive soils and Standard Penetration Tests (SPT) in cohesionless soils. If encountered, bedrock will be continuously cored and Rock Quality Designation (RQD) and percent recovery will be determined in the field. The completed boreholes will be backfilled with soil cuttings and bentonite.
2. Laboratory Tests: Laboratory index tests will be performed on select soil samples recovered from the test borings. The index tests will include Atterberg limits, minus 200 sieve, moisture content, and unconfined compression tests.
3. Engineering Report: Results of the field data and laboratory data will be used to develop design and construction recommendations for the proposed pipelines. A report will be prepared by an engineer specializing in soil mechanics after reviewing available design, boring and laboratory data. In general, the following items will be included in the report:
 - a. Site vicinity map,
 - b. Geology map,
 - c. Plan of borings,
 - d. Boring logs,
 - e. Field and Laboratory test results summary,
 - f. Recommendations for open-cut installation of the utility lines,
 - g. Pipe bedding and backfill recommendations,
 - h. Corrosivity testing results,
 - i. General trenchless construction recommendations,
 - j. General earthwork and select fill recommendations

Engineer will submit a draft Geotechnical Engineering Report to the City for review in the form one (1) PDF electronic copy. Engineer will address comments from the City and submit a final Geotechnical Engineering Report to the City in the form of one (1) PDF electronic copy.

B. ENVIRONMENTAL EVALUATION (STV, Inc. and Horizon Environmental Services, Inc.)

The below scope of services is designed to provide the required services for the Weiss Lane Reclaimed Water Pipeline Project, as funded through the City's Water Infrastructure Finance and Innovation Act (WIFIA) funding effort. Resources from previous studies could also be utilized as background information and used to the extent possible in reporting.

1. Programmatic Environmental Assessment

- a. As part of the City's Water Infrastructure Finance and Innovation Act (WIFIA) funding effort, a Programmatic Environmental Assessment (PEA) will be completed based on desktop research and field investigations and will be suitable for submission to the EPA for environmental NEPA clearance.

2. Natural Resource Report

- a. Prepare Natural Resources Report that summarizes the results of the data collection, site visits and associated agency coordination/permitting requirements for federally listed species and waters of the U.S. Report will include exhibits and photographs. Engineer will submit a draft report to the City for review. Engineer will address comments from the City and submit a final Natural Resources Report to the City.
- b. Threatened and Endangered Species Habitat Assessment.
 - (i) A habitat assessment and preliminary survey for federal Threatened and Endangered Species will be performed in the project areas.
 - (ii) Perform a review of data from the U.S. Fish and Wildlife Service (USFWS), Texas Parks and Wildlife Department (TPWD) Natural Diversity Database (NDD), geologic maps, topographic maps, soil data, project aerials, and other additional resources that may indicate the presence of potentially suitable threatened and endangered species habitat.
 - (iii) Perform a field investigation to identify potentially suitable threatened and endangered species habitat within the project areas. Site conditions will be documented with regards to vegetation, soils, geology, and any observations of species or evidence of species in the vicinity of the project.
- c. Water of the U.S. Determination.
 - (i) Wetlands, water bodies, regulated special aquatic sites, and other waters of the U.S. will be investigated in the project areas.
 - (ii) Preliminary Data Collection: Obtain and review pertinent data to identify potential waters of the U.S. within the project areas. Sources include, but are not limited to aerial photographs, soil surveys, USFWS National Wetlands

Inventory (NWI) maps, U.S. Geological Survey (USGS) topographic maps and National Hydrography Dataset (NHD), and Federal Emergency Management Agency (FEMA) maps.

- (iii) Field Delineation: Perform a field investigation to identify potential wetlands and other waters of the U.S. in the project areas. Delineations will be conducted in accordance with the 1987 Corps of Engineers Wetland Delineation Manual along with the 2010 Regional Supplement for the Great Plains Region. The ordinary high-water mark and wetland boundary, if present, will be mapped using a Global Positioning System (GPS) unit with sub-meter accuracy. If wetlands are encountered, a minimum of one soil station inside and outside the wetland boundary will be taken. Maps will be provided of all pertinent information collected during the desktop review and field visit.

3. Phase I Environmental Site Assessment

- a. Conduct a Phase I Environmental Site Assessment (ESA) which meets ASTM E1527-21 standards to document the potential presence of hazardous materials and petroleum products that may pose a risk to construction of the proposed water and wastewater lines.
- b. Obtain a regulatory database search showing the location of state and federally registered sites. Review current and historic aerial photography to determine the potential presence of hazardous materials in the project area.
- c. Conduct an on-site visual inspection of the project areas to identify and assess recognized hazardous material sites.
- d. Prepare a Phase I ESA to meeting ASTM E1527-21 reporting requirements and standards.

4. Cultural Resource Assessment

- a. As the proposed project represents a publicly sponsored undertaking, the project sponsor is required to provide the Texas Historical Commission (THC), which serves as the State Historic Preservation Officer (SHPO) for the state of Texas, with an opportunity to review and comment on the project's potential to adversely affect historic properties listed on or considered eligible for designation as State Antiquities Landmarks (SAL).
- b. Perform basic archival research on the THC Texas Historic Sites Atlas and Texas Archeological Sites Atlas online databases, the Texas Archeological Research Laboratory (TARL), the General Land Office (GLO), the National Park Service's (NPS) online National Register Information System (NRIS), and/or other relevant archives for information on previous cultural resource investigations conducted in the vicinity of the project areas and previously recorded cultural resource sites and historic properties within and in the vicinity of the project area. Desktop archival studies will examine a 1.0-mile radius surrounding the project areas.
- c. Review the abovementioned archives; historic, geological, and soil maps; and aerial surveys and photographs prior to initiating fieldwork to evaluate the potential for encountering significant cultural resources within the project areas.

- d. Develop and submit a consultation request letter summarizing the results of the background archival research and requesting the THC's official consultation to determine the scope of any further cultural resources investigations, such as intensive survey, that may be required to ensure the city's compliance with applicable state and federal laws. Under state law, the THC has 30 days to review and respond to consultation requests.
- e. Assumptions:
 - (i) It is assumed that rights-of-entry (ROE) will be provided for environmental surveys and will be provided by the City's contracted land agent.
 - (ii) If it is determined that presence-absent surveys or preparation of a Biological Assessment or Biological Evaluation and Section 10 consultation with USFWS would be required, these tasks are considered additional and can be completed under a supplemental agreement and fee.
 - (iii) If it is determined that Waters of the U.S. are impacted such that permitting and coordination with U.S. Army Corps of Engineers (USACE) is required, these tasks are considered additional and can be completed under a supplemental agreement and fee.
 - (iv) If additional hazardous material studies are required, these tasks are considered additional and can be completed under a supplemental agreement and fee.

C. SURVEYING (STV, Inc.)

1. Topographic Survey

- a. Establish primary survey control monuments as inter-visible pairs at strategic locations along the project route. The coordinate values will be reconciled to NAD 83 Texas State Plane Coordinates. Central Zone 4203, US Survey feet and NAVD 88 for vertical control datums. These values will be derived from GPS SmartNet VMS observations at each point that include geographic positions of northing, easting and orthometric heights. A project combined scale factor will be derived from an average of the GPS observations at the three locations surveyed.
- b. Design and establish secondary control traverse as needed for boundary and topographic data gathering tasks.
- c. Perform differential level loops for installation of a benchmark system located at strategic locations on an approximate 800-foot intervals within the project limits.
- d. Collect spot elevations along the project route at a width of approximately 175 feet (ROW width), at 100 foot intervals and visible grade breaks including back of curbs, driveways, visible utilities, drainage structures, centerline of roads, trees 8" and up, and other hard surfaced improvements within the defined area, grade breaks, flowlines of watercourses, and other significant features relevant to the project, including existing inverts of sewer lines in the survey area. The collected data will include spot elevations and break-lines sufficient to generate and/or merge to a 1-foot contour interval DTM for the project.

- e. Deliverables will include an AutoCAD Civil3D file with break-lines and associated XML file. A DTM file processed to 1.0-foot contours will be provided and the associated spot point data in ASCII format. A list of benchmarks and project control coordinates will be included.
 - f. Perform a “One Call” utility contact for marking of known underground utilities at the road crossings along the project route and locate the markings for depiction in the DTM file.
 - g. Locate geotechnical bore holes horizontally and vertically within the project limits.
2. Boundary Surveying
- a. Perform sufficient research of the affected properties to reconstruct the existing boundary lines from record information. Additionally, prepare a list of affected landowners with tract numbers, legal descriptions, etc. for use by the project team.
 - b. Prepare a property schematic generated from record data for the total project to include a list of property owners.
 - c. Perform sufficient survey field boundary surveying for the project length to locate the record boundaries developed in items 2.a. and 2.b. on the ground.

III. Additional Services

The following Additional Services, if required, shall only commence upon written approval from the Owner:

A. ARCHEOLOGICAL SURVEY AND ASSESSMENT

If the Texas Historical Commission (THC) and/or other regulatory agencies determine further archeological survey fieldwork is required, the following tasks will be required:

- 1. Archaeological Survey Field Work (Shovel Testing)
 - a. Apply for and obtain a Texas Antiquities Permit from the THC. The application for a Texas Antiquities Permit requires the signature of the project sponsor and/or landowner, as appropriate, as well as the archeological Principal Investigator. The Texas Antiquities Permit must be issued by the THC prior to the initiation of any cultural resources field activities.
 - b. Perform an intensive archeological survey, consisting of pedestrian walkover with surface inspection and systematic shovel testing at a level of intensity sufficient to meet or exceed the Texas State Minimum Archeological Survey Standards (TSMASS) and guidelines established by the CTA unless field conditions warrant excavation of more or fewer shovel tests.
 - c. Document any cultural resources encountered to a sufficient degree to make preliminary recommendations of the significance of the resources in terms of their eligibility for inclusion in the National Register of Historic Places (NRHP) and/or for designation as State Antiquities Landmarks (SALs), as appropriate. Inspect the locales of any previously recorded archeological sites within the project area, assess their current condition, and document the sites to a sufficient degree to make preliminary recommendations of the significance of the resources in terms of their eligibility for inclusion in the NRHP and/or for designation as SALs, as appropriate.

- d. Develop a draft technical report detailing the project background, environmental and cultural setting of the project area, research goals and survey methods, survey results, recommendations for any cultural resources documented during the survey, and a bibliography of references cited suitable for review by the THC and any other applicable regulatory agencies.
 - e. Prepare project records for curation at TARL per the requirements of the Antiquities Code of Texas and TARL's Stipulations and Procedures for the Preparation of Archeological Records and Photographs, Curation Supplies, and Sources and/or Stipulations and Procedures for the Preparation of Archeological Material Collections, as appropriate.
 - f. If cultural resources are encountered during the survey, each archeological site, historic-age object, and/or isolated occurrence, as appropriate, can be recorded for an additional fee not to exceed \$2,500 per site for prehistoric/protohistoric sites or \$3,500 per site for historic-age archeological sites. These tasks are considered additional and can be completed under a supplemental agreement and fee. Note that these estimated fees apply to small to moderate-sized sites that can be recorded in approximately a half day or less. Large, deep, or unusually complex sites may require additional time to record and incur additional charges.
- B. METES AND BOUNDS SERVICES (for easement acquisition)
1. Perform sufficient boundary analysis of the gathered field work to depict the reconstructed boundaries. Prepare metes and bounds descriptions with accompanying survey plats for ten (10) permanent easements along the project route. This scope of work assumes that Temporary Construction Easements will be referenced as adjacent to and parallel with the described permanent easement and will be handled as a statement within the metes and bounds descriptions. This scope of work does not include title review or property acquisition. Additional metes and bounds descriptions needed for the project will be considered additional services.
- C. SUBSURFACE UTILITY ENGINEERING (STV, Inc.)
1. Test Holes (QL-A SUE)
 - a. Perform ten (10) QL-A SUE test holes by vacuum excavation to locate existing utilities. Provide pothole data showing coordinates of location, ground elevation, utility depth, size and material. Test hole will be backfilled following completion. If additional test holes are needed for design, is will be completed under a supplemental agreement.
- D. Other work not described in the basic services must be approved by supplemental amendment to this Contract by the Owner before the Engineer undertakes it. If the Engineer is of the opinion that any work is beyond the scope of this Contract and constitutes additional work, the Engineer shall promptly notify the Owner of that opinion, in writing. In the event the City finds that such work does constitute additional work, then the City shall so advise the Engineer, in writing, and shall provide extra compensation to the Engineer for the additional work as provided under a supplemental amendment.

IV. Project Schedule/Deliverables

A. Notice to Proceed:	November 17, 2025
B. Draft PER Submittal:	April 24, 2026
C. Final PER Submittal:	May 29, 2026
D. Topographic Survey/SUE Complete:	July 24, 2026
E. 60% Design Submittal:	November 13, 2026
F. 90% Design Submittal:	April 27, 2027
G. Issued for Bid Documents Submittal:	June 25, 2027
H. Construction Notice to Proceed:	November 2027
I. Construction Completion:	February 2029

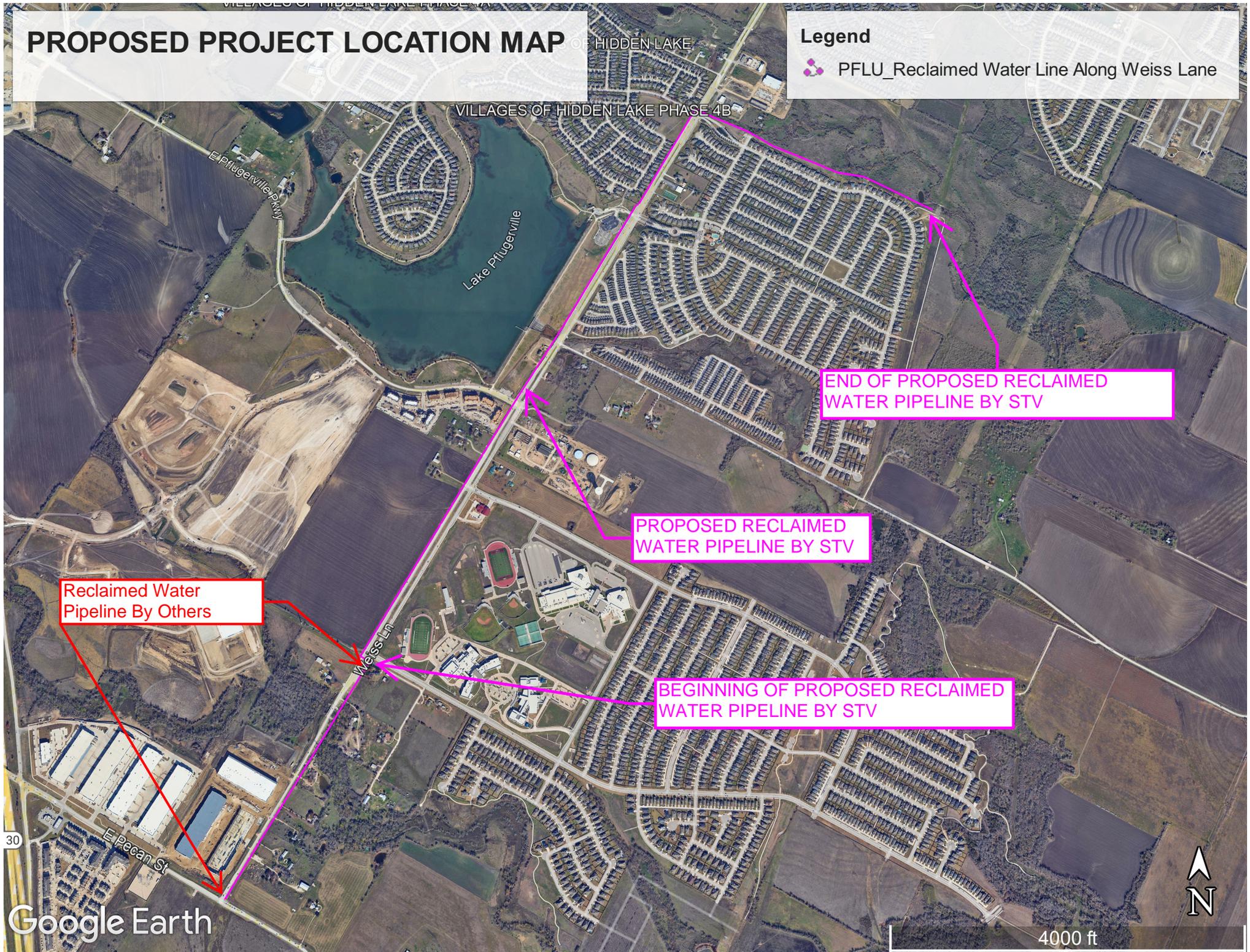
V. Fee Schedule

- A. See attached.

PROPOSED PROJECT LOCATION MAP

Legend

 PFLU_Reclaimed Water Line Along Weiss Lane



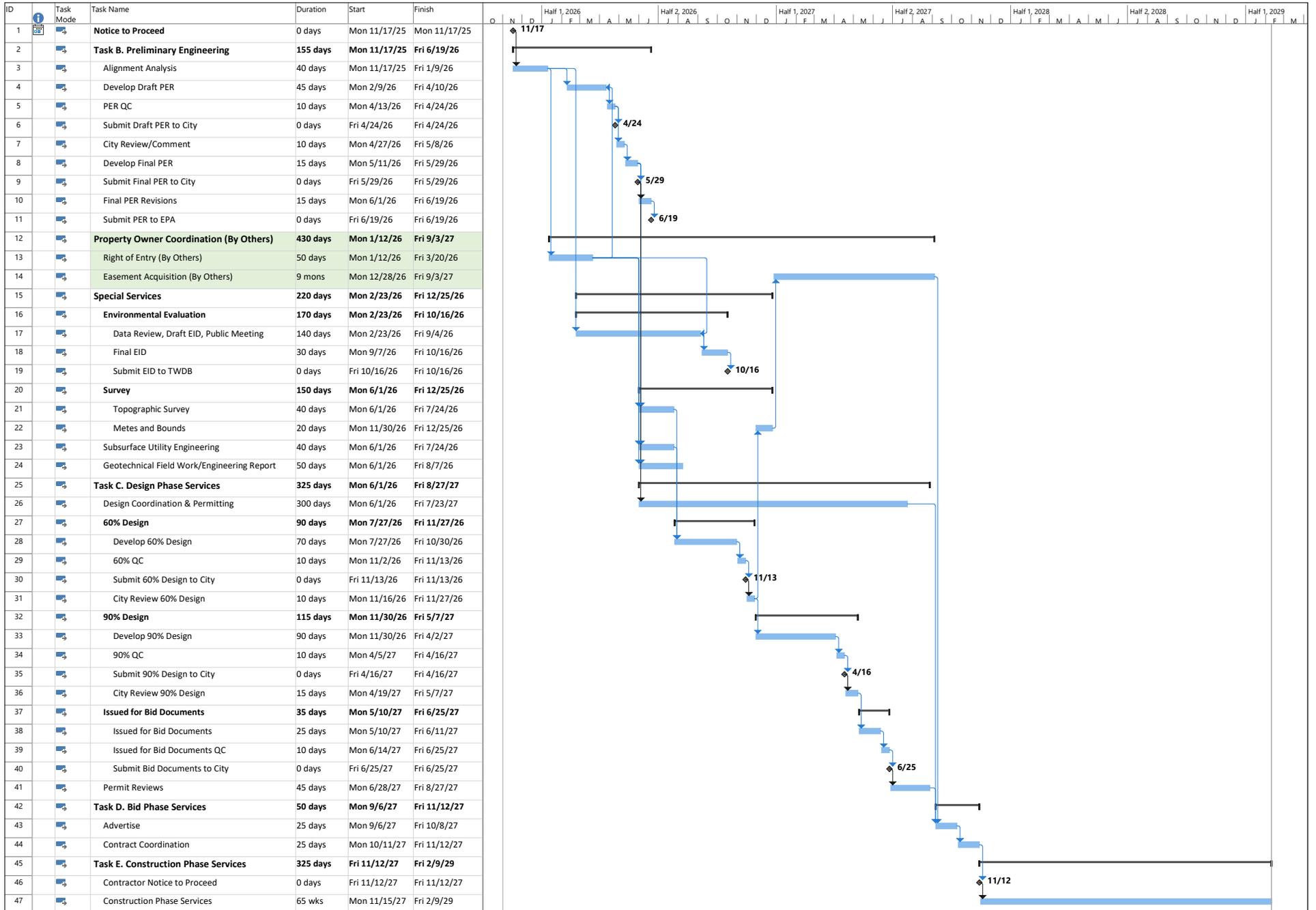
END OF PROPOSED RECLAIMED WATER PIPELINE BY STV

PROPOSED RECLAIMED WATER PIPELINE BY STV

Reclaimed Water Pipeline By Others

BEGINNING OF PROPOSED RECLAIMED WATER PIPELINE BY STV





Project: Weiss Lane Pecan Street
 Date: Wed 10/1/25

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

**City of Pflugerville
Weiss Lane Reclaimed Water Pipeline**

FEE SUMMARY

Task Description	STV Engineering Cost	Subconsultant Cost - Geotech (HVJ)	STV Cost - Environmental (STV)	Subconsultant Cost - Archeology (Horizon)	STV Cost - Surveying (STV)	STV Cost - SUE (STV)	Total Cost
I. BASIC SERVICES							
A. PROJECT MANAGEMENT	\$ 41,045.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 41,045.00
B. PRELIMINARY ENGINEERING	\$ 86,310.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 86,310.00
C. DESIGN PHASE SERVICES	\$ 383,040.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 383,040.00
D. BID PHASE SERVICES	\$ 24,360.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 24,360.00
E. CONSTRUCTION PHASE SERVICES EXPENSES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ 1,452.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,452.00
SUB-TOTAL BASIC ENGINEERING SERVICES	\$ 536,207.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 536,207.00
II. SPECIAL SERVICES							
A. Geotechnical Engineering	\$ 2,610.00	\$ 15,886.00	\$ -	\$ -	\$ -	\$ -	\$ 18,496.00
B. Environmental Permits & Approvals	\$ 2,055.00	\$ -	\$ 24,995.00	\$ 1,500.00	\$ -	\$ -	\$ 28,550.00
C. Topographic Survey	\$ 1,140.00	\$ -	\$ -	\$ -	\$ 26,910.00	\$ -	\$ 28,050.00
SUB-TOTAL SPECIAL SERVICES	\$ 5,805.00	\$ 15,886.00	\$ 24,995.00	\$ 1,500.00	\$ 26,910.00	\$ -	\$ 75,096.00
TOTAL (BASIC & SPECIAL SERVICES)	\$ 542,012.00	\$ 15,886.00	\$ 24,995.00	\$ 1,500.00	\$ 26,910.00	\$ -	\$ 611,303.00
ADDITIONAL SERVICES							
A. Archeological Field Survey and Assessment	\$ 1,245.00	\$ -	\$ -	\$ 15,800.00	\$ -	\$ -	\$ 17,045.00
B. Metes and Bounds Survey (10)	\$ 2,130.00	\$ -	\$ -	\$ -	\$ 35,000.00	\$ -	\$ 37,130.00
B. Subsurface Utility Engineering	\$ 1,300.00	\$ -	\$ -	\$ -	\$ -	\$ 33,190.00	\$ 34,490.00
SUB-TOTAL ADDITIONAL SERVICES	\$ 4,675.00	\$ -	\$ -	\$ 15,800.00	\$ 35,000.00	\$ 33,190.00	\$ 88,665.00
GRAND TOTAL (BASIC, SPECIAL & ADDITIONAL SERVICES)	\$ 546,687.00	\$ 15,886.00	\$ 24,995.00	\$ 17,300.00	\$ 61,910.00	\$ 33,190.00	\$ 699,968.00

**City of Pflugerville
Weiss Lane Reclaimed Water Pipeline**

Fee Breakdown - STV Basic Services

Project Phase	Task Description	QC Reviewer	Senior Engineer	Project Manager	Project Engineer	EIT	CAD Technician	Admin	Total Labor Hours	Total Direct Labor Costs	Total Cost by Phase
		\$300.00	\$195.00	\$240.00	\$165.00	\$135.00	\$120.00	\$95.00			
I. BASIC SERVICES											
A.	PROJECT MANAGEMENT										\$ 41,045.00
1.	Project Progress Meetings		14	14		28		10	66	\$ 10,820.00	
2.	Project Administration		15	60				30	105	\$ 20,175.00	
3.	Project Scheduling			30				30	60	\$ 10,050.00	
B.	PRELIMINARY ENGINEERING										\$ 86,310.00
1.	Data Review		4	4	4	8			20	\$ 3,480.00	
2.	Alignment Evaluation	2	16	12	30	30	40		130	\$ 20,400.00	
3.	Materials of Construction		4	2	4	8			18	\$ 3,000.00	
4.	Preliminary Engineering Report										
a.	Site Visits (2)		6	6		12			24	\$ 4,230.00	
b.	Draft PER	8	16	12	16	32		4	88	\$ 15,740.00	
c.	Final PER	2	6	4	8	12		2	34	\$ 5,860.00	
d.	30% Plan and Profile Exhibits	4	16	8	24	24	80		156	\$ 23,040.00	
e.	Opinion of Probable Construction Cost		4	4	8	16			32	\$ 5,220.00	
f.	Submit PER	2	4	2	8	16			32	\$ 5,340.00	
C.	DESIGN PHASE SERVICES										\$ 383,040.00
1.	Design Phase Coordination and Permitting										
a.	USEPA Coordination		4	8	8	16	8		44	\$ 7,140.00	
b.	Utility Coordination		4	4	8	16	8		40	\$ 6,180.00	
c.	Utility Easement Encroachment Permitting		4	4	8	16	4		36	\$ 5,700.00	
d.	Right of Way/Easement Coordination		4	8	8	16	4		40	\$ 6,660.00	
e.	Public Works/Operations Coordination		4	4	8	8			24	\$ 4,140.00	
2.	60% Plans and Construction Documents										
a.	Cover, Layout, Boundary Map, General Notes		4	2	4	8	16		34	\$ 4,920.00	
b.	Traffic Control Sheets		24	8		80	80		192	\$ 27,000.00	
c.	Erosion/Sedimentation Control Sheets (13 sheets)		8	4	16	16	40		84	\$ 12,120.00	
d.	Plan and Profile Sheets for 10" RWL (18 Sheets)		48	54	124	148	296		670	\$ 98,280.00	
e.	Standard Detail Sheets		4	2	4	4	12		26	\$ 3,900.00	
f.	Identify Project Specific Details		2	2	4	4	8		20	\$ 3,030.00	
g.	Specifications Table of Contents and Special Specifications Draft		8	4	12	48			72	\$ 10,980.00	
h.	Opinion of Probable Construction Cost		6	4	8	16			34	\$ 5,610.00	
i.	Perform Internal QA/QC of 60% Project Documents	12	2	4			8		26	\$ 5,910.00	
3.	90% Plans and Construction Documents										
a.	Incorporate City's 60% Design Comments		4	4		24	24		56	\$ 7,860.00	
b.	Prepare Construction Sequencing Plan		4	8	4	16	16		48	\$ 7,440.00	
c.	Cover, Layout, Boundary Map, General Notes		4	2	8	12	12		38	\$ 5,640.00	
d.	Traffic Control Sheets & Details		12	8	24	48	48		140	\$ 20,460.00	
e.	Erosion/Sedimentation Control Sheets (13 sheets)		4	4	8	8	16		40	\$ 6,060.00	
f.	Plan and Profile Sheets for 10" RWL (18 Sheets)		42	36	68	86	172		404	\$ 60,300.00	
g.	Standard Detail Sheets		2	2		4	4		12	\$ 1,890.00	
h.	Project Specific Detail Sheets		4	2	4	4	8		22	\$ 3,420.00	
i.	Technical Specifications		12	8	8	38			66	\$ 10,710.00	
j.	Opinion of Probable Construction Cost		4	4	8	8			24	\$ 4,140.00	
k.	Perform Internal QA/QC of 90% Project Documents	12	2	4			8		26	\$ 5,910.00	
4.	Issued for Bid Plans and Construction Documents										
a.	Incorporate 90% Comments into final documents		4	4		16	24		48	\$ 6,780.00	
b.	Prepare Plans and Contract Documents for Bidding	12	32	24	40	60	88		256	\$ 40,860.00	
									3,287	\$ 510,395.00	\$ 510,395.00

**City of Pflugerville
Weiss Lane Reclaimed Water Pipeline**

Fee Breakdown - Special Services

Project Phase	Task Description	QC Reviewer \$300.00	Senior Engineer \$195.00	Project Manager \$240.00	Project Engineer \$165.00	EIT \$135.00	Senior Technician \$125.00	CAD Technician \$120.00	Admin \$95.00	Env. Project Manager \$255.00	Total Labor Hours	Total STV Direct Labor Costs	Sub/ Special Service Cost	Total Cost by Phase
II. Special Services														
A.	GEOTECHNICAL ENGINEERING													\$ 18,496.00
1.	Subsurface Exploration			2		2		2			6	\$ 990.00	\$ 7,760.00 ¹	
2.	Laboratory Tests			2							2	\$ 480.00	\$ 2,651.00 ¹	
3.	Engineering Report		2	2		2					6	\$ 1,140.00	\$ 5,475.00 ¹	
B	ENVIRONMENTAL PERMITS & APPROVALS													\$ 45,595.00
1.	Programmatic Environmental Assessment				2						2	\$ 330.00	\$ 5,885.00 ²	
2.	Natural Resources Report				2						2	\$ 330.00	\$ 10,300.00 ²	
3.	Phase I ESA			3							3	\$ 720.00	\$ 7,760.00 ²	
4.	Cultural Resources Desktop Review				1				2		3	\$ 675.00	\$ 1,500.00 ³	
5.	Environmental Expenses										0	\$ -	\$ 1,050.00 ²	
6.	ADDITIONAL SERVICES: Cultural Field Invest.			2						3	5	\$ 1,245.00	\$ 15,800.00 ³	
C.	SURVEYING													\$ 65,180.00
1.	Topographic Survey		2	2		2					6	\$ 1,140.00	\$ 26,910.00 ⁴	
2.	ADDITIONAL SERVICES: Metes and Bounds (10)			2	10						12	\$ 2,130.00	\$ 35,000.00 ⁴	
D.	SUBSURFACE UTILITY ENGINEERING													\$ 34,490.00
1.	ADDITIONAL SERVICES: QL-A (10)			1		6	2				9	\$ 1,300.00	\$ 27,290.00 ⁵	
2.	ADDITIONAL SERVICES: Expenses										0	\$ -	\$ 5,900.00 ⁵	
											56	\$ 10,480.00	\$ 153,281.00	\$ 163,761.00

¹ HVJ Associates, Inc. (Breakdown Attached)
² STV, Inc., Environmental (Breakdown Attached)
³ Horizon Environmental Services, Inc. (Breakdown Attached)
⁴ STV, Inc., Survey (Breakdown Attached)
⁵ STV, Inc., SUE (Breakdown Attached)

**City of Pflugerville
Weiss Lane Reclaimed Water Pipeline**

Expenses

Expense Item	Unit	Unit Cost	Amount	Total Cost
8 1/2" X 11" B/W Paper Copies	sheet	\$ 0.10	1,400	\$ 140.00
11" X 17" B/W Paper Copies	sheet	\$ 0.15	540	\$ 81.00
8 1/2" X 11" Color Paper Copies	sheet	\$ 0.25	200	\$ 50.00
11" X 17" Color Paper Copies	sheet	\$ 0.50	50	\$ 25.00
Express Mail (Standard)	each	\$ 20.00	2	\$ 40.00
Mileage	mile	\$ 0.70	880	\$ 616.00
HazMat Database Search	each	\$ 500.00	1	\$ 500.00
TOTAL DIRECT EXPENSES				\$ 1,452.00



4201 Freidrich Lane, Suite 110

Austin, Texas 78744

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www.hvi.com

September 22, 2025 (*Revised October 8, 2025*)

Mr. Scott Wetzels, PE
Vice President, Water Practices
STV Inc.
5750 Genesis Ct,
Frisco, TX 75034

Re: City of Pflugerville - New Weiss Lane Reclaimed Water Line
Geotechnical Investigation Report
Owner: City of Pflugerville
HVJ Proposal No. AGT 21 10180.2

Dear Scott:

HVJ South Central Texas, M&J, Inc. (HVJSCTx) is pleased to submit this proposal to provide a geotechnical investigation for the above referenced project to STV Inc. (STV). This proposal has been revised to reflect a reduction in scope from 15 to 3 borings at the request of STV.

HVJSCTx understands the project includes installing approximately 12,000 LF of at least a 10" diameter reclaimed water line along the Weiss Lane corridor from Pleasonton Parkway to just north of Aventura Avenue and then east to the edge of the Sorento Development. The reclaimed water line will likely traverse both, the street/ROW, as well as be located outside of the ROW in private easements, depending on what obstacles are encountered during design. We also understand the water line will have invert depths of 5 feet and will be installed via open cut methods. It is further understood that, there are no trenchless crossings and a Geotechnical Baseline Report (GBR) is not desired.

HVJSCTx previously drilled borings along the entire proposed alignment of 12,000 LF, except for a 1,700-foot section on Weiss Lane between the intersection of Via Sorento Way and Aventura Avenue, as part of STV Inc.'s projects "HVJSCTx Project No. AGT 20 10033 Pflugerville Weiss Lane/Pecan Street Water Line Project," dated March 19, 2021" and "HVJSCTx Project No. AG 18 10350.1 City of Pflugerville Sorento Wastewater Interceptor Phase 2 Project, dated September 20,2022". As such, additional drilling for this previously studied alignment is not included in this proposal. Instead, HVJSCTx will utilize the existing boring data from the aforementioned Geotechnical studies to develop geotechnical recommendations for entire project alignment of 12,000 LF. A plan of borings for the previous study and proposed borings has been included in the appendix of this proposal for reference.

Scott Wetzel, PE
September 22, 2025
AGT 21 10180.2

Scope of Work

As requested by the client (STV), HVJSCTx will drill 3 additional borings, supplementing the 19 borings previously completed. These borings will be spaced at approximately 500-foot intervals and drilled to a depth of 15 feet below existing grade, for a total of 75 linear feet.

Soil samples will be obtained using Shelby tubes and/or split-spoon samplers at 2-foot intervals to a depth of 1 foot and at 5-foot intervals thereafter. Soil samples will be collected in accordance with ASTM D1587 (Standard Practice for Thin-Walled Tube Sampling of Soils) for cohesive soils and ASTM D1586 (Standard Method for Penetration Test and Split-Barrel Sampling of Soils) for granular soils, dry hard cohesive soils, and weathered rock. Pocket penetrometer tests will be conducted in cohesive soils to estimate the undrained shear strength, and standard penetration test (SPT) blow counts (N-values) will be recorded in granular soils. Upon encountering bedrock, continuous coring will be performed in 5-foot core runs following ASTM D2113 (Standard Practice for Rock Core Drilling and Sampling of Rock for Site Exploration). Core recovery and Rock Quality Designation (RQD) values will be measured and documented on the boring logs in accordance with ASTM D6032 (Standard Test Method for Determining Rock Quality Designation). The soil borings will be properly backfilled with a soil cuttings and bentonite chips upon completion.

Laboratory index tests will be performed on select soil samples recovered from the test borings. The tests will include Atterberg limits, minus 200 sieve, moisture content, chlorides, resistivity and unconfined compression tests.

Engineering Report Deliverables

The field and laboratory data from the previous and current studies will be used to develop design and construction recommendations for the proposed pipelines. A report of HVJSCTx's study will be prepared by an engineer specializing in soil mechanics after reviewing available design, boring and laboratory data. In general, the following items will be included in the geotechnical investigation report:

- Site vicinity map,
- Geology map,
- Plan of borings,
- Boring logs for new borings and previously drilled borings,
- Field and Laboratory test results summary,
- Recommendations for open-cut installation of the utility lines,
- Pipe bedding and backfill recommendations,
- Corrosivity testing results,
- General earthwork and select fill recommendations.

Assumptions

The following assumptions were made in developing the scope and fee estimate for this project:

- No site clearing will be required to access the borehole locations,
- Boring locations will be mutually agreed upon by the STV, Inc. and HVJSCTx,

Scott Wetzel, PE
September 22, 2025
AGT 21 10180.2

- Right of Entry Permits will be provided by the STV Inc.,
- HVJSCTx will only be responsible for calling 811-one call for utility markings,
- Street cut permits will be obtained through City of Pflugerville,
- Client shall provide HVJSCTx with an electronic site map,
- Surveying of the boring locations will be done by others, if required.

Fee

Based on the scope of work outlined, the fee for our services will be lump sum of \$15,886.00. A cost breakdown is attached to this proposal. If anomalous soil conditions are encountered, or if the project configuration changes significantly, additional work may be required. HVJSCTx will recommend such additional work when and if it is deemed necessary.

Schedule

We propose to initiate project scheduling and coordination, including any street cut permitting process, immediately upon receiving notice-to-proceed. We subsequently expect to complete the test borings approximately two weeks after receiving any permits and required right-of-entries. Laboratory testing, evaluation of test results, engineering analyses and report preparation will take approximately 3-4 weeks after completion of the fieldwork.

Sample Retainage

Soil samples will be retained in our laboratory for 30 days after the geotechnical investigation.

Insurance

Insurance certificates verifying HVJSCTx's general liability, auto, workers' compensation, and errors and omissions insurance coverage, listing STV, Inc. as a certificate holder, will be provided upon request.

Invoices

Invoices will be submitted at the end of each month based on the time spent on the work and items completed by the last Saturday of each month, or based on an invoice schedule provided by owner.

If this proposal meets with your approval, please sign and complete the indicated spaces below and forward a copy of the proposal to us. Thank you for this opportunity. We appreciate your business.

Sincerely,

HVJ SOUTH CENTRAL TEXAS – M&J INC



Bhupendra Chand, PE
Project Manager

BC/lr/mm

Scott Wetzel, PE
September 22, 2025
AGT 21 10180.2

Attachment: A. Cost Breakdown Table
Attachment: B. Boring Plan of Previously Drilled Borings

Agreed to this _____ day of _____, 2025

By: _____

Title: _____

Firm: _____

Telephone: _____

Date to Start Work: _____

Scott Wetzel, PE
September 22, 2025
AGT 21 10180.2

Geotechnical Investigation					
City of Pflugerville - New Weiss Lane Reclaimed Water Line					
HVJ South Central Texas - M&J, Inc.					
HVJSCTx Proposal No. AGT 21 10180.2 (Revised 10-7-2025)					
Geotechnical Field Investigation - Drilling and Soil Sampling					
Mobilization/Demobilization - Austin	1	@	\$800.00	per mobilization	\$800.00
Drilling & Sampling- Soils	45	@	\$30.00	per foot	\$1,350.00
Shelby Tube (Thin Wall)	12	@	\$30.00	each	\$360.00
Standard Penetration Tests (SPT)	12	@	\$25.00	each	\$300.00
Backfilling Soils	45	@	\$12.00	per foot	\$540.00
Logging EIT	10	@	\$95.00	per hour	\$950.00
Utility Clearance, Marking, Drilling and ROE Coordination-EIT	8	@	\$95.00	per	\$760.00
Traffic Control	1	@	\$1,800.00	per	\$1,800.00
Driller Standby	2	@	\$250.00	per hour	\$500.00
Support Truck	1	@	\$150.00	per day	\$150.00
Vehicle Trip	2	@	\$125.00	each	\$250.00
				Sub Total	\$7,760.00
Laboratory Testing - Standard					
Moisture Content	12	@	\$28.00	each	\$336.00
Atterberg Limits	9	@	\$90.00	each	\$810.00
#200 Sieve Analysis	9	@	\$65.00	each	\$585.00
Unconfined Compressive Strength Tests Soil	6	@	\$70.00	each	\$420.00
Corrosion (Resistivity, pH, sulfate, chloride)	1	@	\$500.00	each	\$500.00
				Sub Total	\$2,651.00
Geotechnical Engineering & Reporting					
Principal, PE	1	hr @	\$275.00	hr	\$275.00
Senior Engineer, PE (QA/QC)	2	hr @	\$185.00	hr	\$370.00
Project Engineer, PE	12	hr @	\$140.00	hr	\$1,680.00
Staff Engineer II, EIT	32	hr @	\$95.00	hr	\$3,040.00
Project Administrator	2	hr @	\$55.00	hr	\$110.00
				Sub-Total	\$5,475.00
				Grand Total	\$15,886.00

New Weiss Lane Reclaimed Water Line

HVJ Proposal No. AGT 21 10180.2

Legend

-  PFLU_Reclaimed Water Line Along Weiss Lane
-  Previously Drilled Borings
-  Proposed Borings



**City of Pflugerville Weiss Reclaimed Water Line Project
ENVIRONMENTAL PERMITS AND APPROVALS**

POSITION DESCRIPTION	Environmental Prj. Manager	Assistant Env PM	Field Biologist II	Environmental Specialist	GIS Tech	SubConsultant Cost	Total Labor hrs.	Cost
LABOR RATES	\$255.00	\$135.00	\$115.00	\$85.00	\$95.00			
1 Programmatic Environmental Assessment								
a Programmatic Environmental Assessment Report	5	14		32			51	\$5,885.00
Programmatic Environmental Assessment Hours Subtotal	5	14	0	32	0		51	
Programmatic Environmental Assessment Cost Subtotal	\$1,275.00	\$1,890.00	\$0.00	\$2,720.00	\$0.00	\$ -		\$5,885.00
2 Natural Resources Report								
a Desktop Review	1	6	12		2		21	\$2,635.00
b Field Work	1	3	14		6		24	\$2,840.00
c Report Preparation	4	8	40		8		60	\$7,460.00
Natural Resources Report Hours Subtotal	5	11	54	0	14		84	
Natural Resources Cost Subtotal	\$1,275.00	\$1,485.00	\$6,210.00	\$0.00	\$1,330.00	\$ -		\$10,300.00
3 Phase I ESA								
a Desktop Review				6	2		4	\$700.00
b Field Work		2	4	4			4	\$1,070.00
c Report Preparation	4	6		40	8		44	\$5,990.00
Phase I ESA Hours Subtotal	4	8	4	50	10		52	
Phase I ESA Cost Subtotal	\$1,020.00	\$1,080.00	\$460.00	\$4,250.00	\$950.00			\$7,760.00
4 Cultural Resources Desktop Review								
a Cultural Resources Field Work	4					\$ 1,500.00	4	\$1,020.00
Cultural Resources Field Hours Subtotal	4	0	0	0	0		4	
Cultural Resources Field Cost Subtotal	\$1,020.00	\$0.00	\$0.00	\$0.00	\$0.00	\$ 1,500.00		\$1,020.00
HOURS SUB-TOTALS	18	33	58	82	24		191	-
BILLABLE RATE PER HOUR (LABOR BURDEN & OVERHEAD)	\$255.00	\$135.00	\$115.00	\$85.00	\$95.00			
TOTAL	\$4,590.00	\$4,455.00	\$6,670.00	\$6,970.00	\$2,280.00	\$ 1,500.00		\$24,965.00

TOTAL LABOR	\$24,965.00
TOTAL EXPENSES \$	1,050.00
TOTAL SUBCONSULTANT \$	1,500.00
TOTAL EFFORT	\$27,515.00

SUPPLEMENTAL SERVICES

5 Cultural Resources Field Investigation								
a Field survey & Technical Report	3					\$ 9,800.00	3	\$765.00
Cultural Resources Hours Subtotal	3	0	0	0	0		3	
Cultural Resources Cost Subtotal	\$765.00	\$0.00	\$0.00	\$0.00	\$0.00	\$ 9,800.00		\$765.00
HOURS SUB-TOTALS	3	0	0	0	0		3	-
BILLABLE RATE PER HOUR (LABOR BURDEN & OVERHEAD)	\$255.00	\$135.00	\$115.00	\$85.00	\$95.00			
TOTAL	\$765.00	\$0.00	\$0.00	\$0.00	\$0.00	\$ 9,800.00		\$765.00

TOTAL LABOR	\$765.00
TOTAL SUBCONSULTANT EXPENSES \$	6,000.00
TOTAL SUBCONSULTANT \$	9,800.00
TOTAL EFFORT	\$16,565.00

EXPENSES

DESCRIPTION	ASSUMPTIONS	UNITS	COST PER	TOTAL COST
Airfare	Trip		\$ 350.00	\$ -
Mileage	Miles		\$ 0.66	\$ -
Lodging	Nights / Trip / Person	1	\$ 145.00	\$ 145.00
Meals/Per Diem	Day / Trips / Persons	2.5	\$ 60.00	\$ 150.00
Car Rental	Day / Trip	2	\$ 150.00	\$ 300.00
Photographs	Prints		\$ 0.40	\$ -
Postage	Each		\$ 0.39	\$ -
Express Mail/Courier	Each		\$ 15.00	\$ -
Haz Mat Database Search	Each	1	\$ 350.00	\$ 350.00
Historic Aerials Package	Each		\$ 250.00	\$ -
8.5 x 11 Copies	Each		\$ 0.10	\$ -
11 x 17 Copies	Each		\$ 0.25	\$ -
Color Laser Copies	Each		\$ 1.00	\$ -
GPS	/ Day	1	\$ 80.00	\$ 80.00
Field Supplies	/ Day	1	\$ 25.00	\$ 25.00
Prehistoric/Prohistoric Cultural Resource Recording	Each	1	\$ 2,500.00	\$ 2,500.00
Historic-age Cultural Resource Recording	Each	1	\$ 3,500.00	\$ 3,500.00
			TOTAL DIRECT COSTS	\$ 1,050.00

September 24, 2025

Amy Esguerra
Senior Associate | Environmental Planning & Permitting Manager
One Countryside Place
12500 San Pedro Avenue, Suite 450
San Antonio, Texas 78216

Re: Scope of Services and Fixed Price Cost Estimate for

- 1) Cultural Resources Desktop Research & Agency Consultation**
- 2) Intensive Cultural Resources Survey & Assessment**

**Proposed PFLU Weiss Lane Water Line Project
Pflugerville, Travis County, Texas**

Dear Amy:

Horizon Environmental Services (Horizon, a branch of LJA Environmental Services, LLC) appreciates the opportunity to present this scope of services and fixed-price cost estimate to STV, Inc. to provide cultural resources services for the proposed PLFU Weiss Lane Water Line Project in Pflugerville, Travis County, Texas. The project area would consist of a linear corridor extending northeastward along Weiss Lane from its intersection with Cameron Road on the south to Aventura Avenue, at which point it would depart the Weiss Lane eastward and run along the northern margin of the Sorento residential subdivision. For purposes of the cultural resources study, the project area is assumed to consist of a linear project corridor measuring approximately 2.9 miles in length by a maximum of 100.0 feet in width.

Regulatory Jurisdiction

The proposed undertaking would be sponsored by the city of Pflugerville, a political subdivision of the state of Texas; as such, the project would fall under the regulatory jurisdiction of the Antiquities Code of Texas. As the proposed project represents a publicly sponsored undertaking, the project sponsor is required to provide the Texas Historical Commission (THC), which serves as the State Historic Preservation Office (SHPO) for the state of Texas, with an opportunity to review and comment on the project's potential to adversely affect historic properties listed on or considered eligible for listing on the National Register of Historic Places (NRHP) and/or for designation as State Antiquities Landmarks (SAL). At this time, no other federal or state jurisdiction has been identified for the project. If any additional regulatory triggers are identified as the project moves forward, Horizon will evaluate whether or not any additional, out-of-scope cultural studies or agency coordination may be required.

Scope of Services

The cultural resources study would consist of desktop archival research, an intensive archeological field survey, and production of a report suitable for review by the SHPO in accordance with the THC's Rules of Practice and Procedure, Chapter 26, Section 26, and the Council of Texas Archeologists' (CTA) Guidelines for Cultural Resources Management Reports.

Task 1—Desktop Archival Research and Agency Coordination

Prior to initiating fieldwork, Horizon will:

- Perform basic archival research at the THC, the General Land Office (GLO), the National Park Service's (NPS) online National Register Information System (NRIS), and/or other relevant archives for information on previous cultural resources investigations conducted in the vicinity of the project area and previously recorded archeological sites and historic properties within and in the vicinity of the project area. Desktop archival studies will examine a 1.0-mile radius surrounding the project area.
- Review the abovementioned archives; historical, geological, topographic, and soil maps; and aerial photographs prior to initiating fieldwork to evaluate the potential for encountering significant cultural resources within the project area.
- Prepare a written letter summarizing the results of the desktop research, evaluating the potential of the project area to contain documented and/or undocumented cultural resources of prehistoric and/or historic age, and offering recommendations on further cultural resources investigations potentially needed in compliance with the Antiquities Code of Texas. The letter would be submitted to the client for initial review and, with the client's permission, to the THC for review and comment.

If the THC determines that no further investigations, such as a cultural resources survey, are required, the client would be in full compliance with the Antiquities Code of Texas at that point, Horizon's scope of work would be considered complete, and the subsequent tasks would not be enacted.

Task 2—Archeological Survey Fieldwork

If an archeological survey is required, Horizon will:

- Define the Area of Potential Effect (APE) of the proposed project based on applicable federal and state agency guidelines, taking into account the horizontal extent of the construction footprint, the vertical depth of ground-disturbing impacts, and potential indirect (e.g., viewshed) effects beyond the construction footprint.
- Apply for and obtain a Texas Antiquities Permit from the THC (required for any project that falls under the jurisdiction of the Antiquities Code of Texas). The application for a Texas Antiquities Permit requires the signature of the project sponsor and/or landowner, as appropriate, as well as the archeological Principal Investigator. The Texas Antiquities Permit must be issued by the THC prior to the initiation of any cultural resources field activities.
- Perform an intensive archeological survey, consisting of pedestrian walkover with surface inspection and systematic shovel testing at a level of intensity sufficient to meet or exceed the Texas State Minimum Archeological Survey Standards (TSMASS) and guidelines established by the CTA unless field conditions warrant excavation of more or fewer shovel tests.
- Document any cultural resources encountered to a sufficient degree to make recommendations of the significance of the resources in terms of their eligibility for inclusion in the NRHP and/or for designation as SALs, as appropriate.
- Inspect the locales of any previously recorded archeological sites within the project area, assess their current condition, and document the sites to a sufficient degree to make recommendations of the significance of the resources in terms of their eligibility for inclusion in the NRHP and/or for designation as SALs, as appropriate.

Task 3—Technical Report

Following completion of the archeological survey (if required), Horizon will:

- Complete and submit *State of Texas Archeological Site Data Forms* (for new archeological sites) or *State of Texas Archeological Site Update Forms* (for previously recorded archeological sites) to the Texas Archeological Research Laboratory (TARL). Permanent site trinomials will be obtained from TARL for any new archeological sites documented within the project area during the survey.
- Assess the significance of any cultural resources within the project area in terms of their potential eligibility for inclusion in the NRHP and/or for designation as SALs, as appropriate.
- Develop a draft technical report detailing the project background, environmental and cultural setting of the project area, research goals and survey methods, survey results, recommendations for any cultural resources documented during the survey, and a bibliography of references cited suitable for review by the THC and any other applicable regulatory agencies.
- Submit a preliminary review copy of the archeological draft report describing the results of the survey in electronic (PDF) format to the client or review. Following approval of the draft report by the client, Horizon will submit an electronic copy of the report to the THC and any other applicable regulatory agencies for review and comment. Horizon will coordinate review with the regulatory agencies unless the client would prefer to coordinate agency review directly.
- Respond to any comments on the draft report offered by the THC and any other applicable regulatory agencies and produce a final report.
- Submit the final report to the client and the THC.

Task 4—Records Curation

Upon receiving agency concurrence with the technical report, Horizon will:

- Prepare project records for curation at TARL per the requirements of the Antiquities Code of Texas and TARL's *Stipulations and Procedures for the Preparation of Archeological Records and Photographs, Curation Supplies, and Sources* and/or *Stipulations and Procedures for the Preparation of Archeological Material Collections*, as appropriate.

Cost Estimate

Horizon proposes to conduct cultural resources desktop research and prepare the agency consultation letter described in Task 1 of this proposal on a fixed-price basis of **\$1,500**. If the THC determines that a cultural resources survey is not required, Horizon's scope of work would be considered complete and the following tasks would not be activated.

If a cultural resources survey is determined to be necessary, the survey, technical reporting, and records curation would be completed on a fixed-price basis of **\$9,800**, as itemized in the table below, assuming that the survey is negative for cultural resources. If cultural resources are encountered during the survey, each archeological site, historic-age object, and/or isolated occurrence, as appropriate, will be recorded for an additional fee not to exceed **\$2,500 per site** for prehistoric/protohistoric sites or **\$3,500 per site** for historic-age archeological sites. Note that these estimated fees apply to small to moderate-sized sites that can be recorded in approximately a half day or less. Large, deep, or unusually complex sites may require additional time to record and incur additional charges.

ARCHEOLOGICAL SURVEY AND ASSESSMENT		
Proposed PFLU Weiss Lane Water Line Project		
Pflugerville, Travis County, Texas		
Task	Description	Estimated Cost
1	Desktop Archival Research and Agency Coordination	\$1,500
2	Archeological Field Survey (includes pedestrian walkover with shovel testing) (assumes survey is negative for cultural resources)	\$4,300
3	Technical Report (includes preparation of draft and final technical report and coordination of agency review)	\$3,500
4	Records Curation (includes preparation of project records for curation and curation facility fees)	\$2,000
Total		\$11,300
<i>Additional Itemized Costs Not Included in Cost Estimates Presented Above*</i>		
Additional Fee per Prehistoric/Protohistoric Cultural Resource Recorded (includes extra field recording time, site form filing fee, mapping, and reporting)		\$2,500
Additional Fee per Historic-age Cultural Resource Recorded (includes extra field recording time, site form filing fee, mapping, and reporting, and historical/archival research)		\$3,500

** Note: Site recording fees pertain to small to moderate-sized sites that can be recorded in approximately a half day or less. Large, deep, or unusually complex sites may require additional time to record and incur additional charges.*

Upon the client's request, Horizon will reduce or enlarge the scope of services and associated cost estimate to accommodate any existing or perceived changes to project needs and budgetary constraints. Horizon will proceed with authorized out-of-scope tasks with prior written consent from the client on a time-and-materials basis utilizing Horizon's standard rates.

Schedule

Horizon will complete archival research and prepare the agency consultation letter within two weeks of receiving the client's notice to proceed provided that a project description and digital files of project area boundaries are provided. Horizon will submit the letter to the client for initial review and, with the client's approval, to the THC for review and approval. Under state law, the THC has 30 days to review all submissions.

If a cultural resources survey is determined to be necessary, Horizon will initiate the process of applying for the Texas Antiquities Permit within 48 hours of receiving the client's notice to proceed. Note that the Texas Antiquities Permit must be issued by the THC before field activities can commence. Horizon will complete the cultural resources survey fieldwork within 30 days of receiving the Texas Antiquities Permit. Barring inclement weather conditions, access restrictions, or other unusual circumstances, Horizon anticipates that cultural resources survey fieldwork will take no more than two days to complete, inclusive of round-trip travel between Horizon's corporate headquarters in Austin, Texas, and the project area.

The draft report of the cultural resources survey will be completed within 30 days of the completion of the fieldwork and submitted for preliminary review to the client. Horizon will respond to the client's comments and submit the draft report to the THC and other regulatory agencies, as appropriate, for review unless the client would prefer to coordinate agency review directly. Under state law, the THC has 30 days to review technical reports for cultural resources surveys. Federal agency review timeframes are often tied to the overall permitting process and may take longer.

Assumptions

- All cultural resources investigations are supervised by an archeological Principal Investigator who meets the Secretary of the Interior's (SOI) Professional Qualification Standards for Archeology, and all architectural history investigations are supervised by an architectural history Principal Investigator who meets the SOI's Professional Qualifications for Architectural History.
- The project area consists only of the proposed project facilities described in this proposal. This proposal does not provide for surveys of reroutes, alternate alignments, or additional or ancillary locations that fall outside the boundaries of the project area as described herein.
- The client will secure right-of-entry (ROE) for all segments of the project area to be surveyed, and ROE to the entire project area will be available to Horizon upon receiving notice to proceed with field activities. Any portions of the project area to which ROE is not available will not be surveyed and may be subject to future survey-level investigations not covered under the terms of this proposal.
- This proposal assumes that no more than one field mobilization would be required to complete the cultural resources survey. Any extra mobilizations or special client requests, such as appointments to survey tracts under emergency limited access agreements (e.g., temporary restraining orders [TRO], writs of possession), reroutes, or on-call requests, will be billed as out-of-scope activities on a time-and-materials basis using Horizon's standard rate schedule.
- The base cost estimate assumes that the cultural resources survey will be negative for cultural resources. In the event that cultural resources are encountered within the project area, an additional fee not to exceed **\$2,500** per prehistoric/protohistoric resource or **\$3,500** per historic-age resource will be incurred, which is inclusive of additional site recording time in the field, site form filing fees, and additional mapping and reporting requirements. In addition, for historic-age resources, the extra fee covers historical/archival research required under the state's survey guidelines. Note that these estimated fees apply to small to moderate-sized sites that can be recorded in approximately a half day or less. Large, deep, or unusually complex sites may require additional time to record and incur additional charges. As Horizon is required to record any archeological sites encountered during fieldwork, this is not considered an out-of-scope cost and will be incurred automatically if archeological sites are found. Depending on the number, type, and specific characteristics of the sites, the full fee may not be required for each site. Horizon will notify the client within 48 hours of completion of the archeological field survey as to how many archeological sites were recorded and the scale of additional fees anticipated to be necessary.
- This cost estimate does not include provisions for mechanical excavations, such as backhoe trenching in areas of deep alluvium or Gradall stripping adjacent to cemeteries, if such are encountered during the survey fieldwork. Mechanical operations are required by the state's survey guidelines in areas with a moderate to high probability to contain cultural resources buried more deeply than standard shovel testing is capable of reaching (i.e., about 1.0 meter [3.3 feet] below ground surface depending on soil type). Due to the physiographic setting of the project area, backhoe trenching is anticipated to be unnecessary for this project, though it is possible that any stream crossings or areas of intact alluvium

may require mechanical excavations. In the event that mechanical excavations are determined to be necessary based on the results of the pedestrian survey, a supplemental work authorization may need to be executed to cover any additional fieldwork.

- In the event mechanical excavations are required, such as backhoe trenching in areas of deep alluvium, this proposal assumes Horizon's archeological staff would perform all mechanical excavations. This proposal does not include costs for subcontracting a professional geoaarcheologist, which is sometimes required by regulatory agencies for projects involving mechanical excavations in complex depositional environments, such as anastomosed stream systems, wide floodplains, or complex alluvial terrace structures. If the involvement of a professional geoaarcheologist is required by a regulatory agency, a supplemental work authorization for the specialized services would need to be developed.
- This proposal includes a limited review of existing literature, site files, and online map sources to determine the estimated time period of occupation of any historic-age archeological sites and/or construction dates of historic-age structures or engineering features that may be encountered during the survey. If extensive historical research is required to more fully develop the context of historic-age resources, such as architectural evaluations; detailed reviews of historic records, deed records, genealogical records; or library or museum collections, a supplemental work authorization may need to be initiated.
- Horizon will employ a non-collection policy to the maximum extent practicable. Diagnostic (i.e., time- or culturally sensitive) and non-diagnostic artifacts will be sketched and photodocumented in the field, and notes will be recorded on their provenience and apparent cultural and chronological affiliation. In the event that any cultural materials are collected during the survey, they will be temporarily housed at Horizon's laboratory facilities in Austin, Texas, and processed for analysis. Any cultural materials collected from private land would be returned to the landowner. Any artifacts collected from public land during the survey may need to be curated at an approved curational facility according to the guidelines of the THC and the curation facility. This scope of work does not cover the costs of processing artifacts for curation, the negotiation of a curation agreement with an approved curation facility, or curation fees.
- This proposal includes provisions for curating cultural resources survey records (e.g., field forms, field notes, digital photographs, photo sheets, official agency correspondence), which is required for all held-in-trust projects conducted under the Antiquities Code of Texas, at an approved curation facility, including Horizon's charges for preparing project records for curation as well as the curation facility's fees for permanently housing the project records. TARL charges a minimum fee for records-only curation for project records that occupy less than 1.5 inches of drawer space. This proposal assumes that 1.5 inches or less of drawer space would be required. In the event that more than 1.5 inches of drawer space is required or if TARL's records policies or fees change prior to submission of project records for curation, additional curation fees may be incurred that are not covered under the terms of this proposal.
- This proposal does not include provisions for conducting surveys for Traditional Cultural Properties or Traditional Cultural Plants. Information regarding these cultural resources is typically restricted within federally recognized tribes and not available to archeological contractors.
- This proposal covers only a Phase I cultural resources inventory. In the event that potentially significant prehistoric and/or historic-age resources are present within the project area, additional investigations may be required, such as significance testing and/or mitigation studies, that are not covered in this proposal.

- One technical report will be written describing the results of the cultural resources survey of the project area. This proposal does not provide for generating multiple or supplemental technical reports.
- This proposal provides for responding to two (2) rounds of comments, including one initial set of client comments and one (1) set of agency comments. Additional rounds of comments may not be covered under the terms of this proposal and may be billed as out-of-scope activities on a T&M basis using Horizon's standard rate schedule.
- Title 13, Part 2, Chapter 26, Subchapter C, Rule 16.16 of the Texas Administrative Code requires the holder of a Texas Antiquities Permit to submit a technical report presenting the results of the permitted investigation to the THC for review. Horizon will provide the client with a reasonable opportunity to review, comment upon, and approve the technical report prior to submission to the THC. Horizon can delay initiating the review process within reasonable limits given project scheduling needs but must allow for sufficient time to complete the entire review process prior to the expiration date of the Antiquities Permit. This requirement applies even if the development of the project is postponed or canceled. Horizon will invoice the client for report preparation and records curation charges as described in this proposal pursuant to fulfillment of the conditions of the permit.
- This proposal and cost estimate are valid for 90 days.

Please feel free to contact me at (512) 328-2430 or at jowens@horizon-esi.com if you have any questions or require additional information. General Conditions for Services included herein as Attachment A will apply to this agreement. Also attached is Horizon's Standard Billing Rate Schedule. If this proposal is acceptable, please sign and return a copy as Horizon's Notice to Proceed.

Sincerely,



Jesse Owens
Cultural Resources Director
Horizon Environmental Services

Accepted:

Signature

Date

Printed Name

Organization

E-mail Address

Billing Address

Phone

City, State, ZIP

Billing Rate Schedule

Effective 7/25/2025

<u>Personnel</u>	<u>Hourly Billing Rate</u>
Sr. Vice President	\$ 290
Principal In Charge	\$ 275
Vice President	\$ 200-240
Project Director	\$ 220
Sr. Project Manager	\$ 170-210
Project Manager	\$ 120-160
Project Coordinator	\$ 105-165
Project Leader	\$ 130-140
Field Leader	\$ 115-125
Field Tech	\$ 85-110
GIS Manager	\$ 155
GIS Analyst	\$ 110
Editor	\$ 115
Admin	\$ 85-110

Purchased Goods and Services

Generally, all purchased goods and services are invoiced at actual cost plus a 12% handling charge. These may include, but are not limited to, subconsultants, rented or leased equipment, permit fees, and expendable supplies.

Travel and Subsistence

Generally, all travel and subsistence expenses are invoiced at actual cost plus a 12% handling charge. Use of company-owned or employee-owned vehicles will be charged at the current IRS mileage rate. For certain field-related work activities, a subsistence rate of \$68 per day will be invoiced when overnight stay is required. Lodging will be invoiced at cost plus a 12% handling charge.

STV Survey Cost Breakdown

Weiss Lane Reclaimed Water Pipeline Pflugerville, Texas					
Topographic Survey					
Tasks	Classification	Hours	Rate	Cost	Totals
Project management	Project Manager	0	\$225.00	\$0	\$0
Project Management	RPLS	1	\$200.00	\$200	\$200
Review topo	RPLS	1	\$200.00	\$200	\$200
Review structures / terrain / breaklines	RPLS	1	\$200.00	\$200	\$200
Analyze deeds	RPLS	1	\$200.00	\$200	\$200
Texas811	Sr. CAD Technician	2	\$140.00	\$280	\$280
Process topo	Sr. CAD Technician	40	\$140.00	\$5,600	\$5,600
Right-of-way/deed research	Sr. CAD Technician	4	\$140.00	\$560	\$560
Visible structures / terrain / breaklines	Sr. CAD Technician	4	\$140.00	\$560	\$560
Process geotech bores	Sr. CAD Technician	4	\$140.00	\$560	\$560
Tree Survey	Sr. CAD Technician	15	\$140.00	\$2,100	\$2,100
Professional Office Staff Subtotal					\$10,460
Boundaries / Right-of-way / Monuments	2-man Survey Party	30	\$175.00	\$5,250	\$5,250
Topo for 14,000 LF - 120-150 feet wide +/-	2-man Survey Party	40	\$175.00	\$7,000	\$7,000
Visible structures / terrain / breaklines	2-man Survey Party	4	\$175.00	\$700	\$700
Set Control	2-man Survey Party	4	\$175.00	\$700	\$700
Geotech bore locations	2-man Survey Party	4	\$175.00	\$700	\$700
Tree Survey	2-man Survey Party	12	\$175.00	\$2,100	\$2,100
Field Work Subtotal					\$16,450
Topographic Survey Total					\$26,910
Boundary Survey	Note	Each	Rate		
Metes & Bounds Description w/Sketch PUE		10	\$2,500.00	\$25,000.00	
Metes & Bounds Description w/Sketch TCE		10	\$1,000.00	\$10,000.00	
Boundary Survey Total					\$35,000
Survey Total					\$61,910



October 9, 2025

Scott Wetzel, P.E.
STV Inc.
O) 254.399.7153
scott.wetzel@stvinc.com

Project: Subsurface Utility Engineering (SUE) Services for The City of Pflugerville-Weiss Lane Reclaimed Water Line Project.

Dear Mr. Wetzel,

STV Incorporated (STV) is pleased to submit our proposal for Subsurface Utility Engineering Services for the above referenced project to STV-San Antonio (Client). This proposal was developed based on scoping information provided via email on 9/13/25 between Mr. Scott Wetzel, PE (Client) and Mr. Rich Krog (STV).

Scope of Services

Using the information provided in the email, STV has developed a general scope of work required for this project. The scope of work may be modified, with the Clients concurrence, so long as there are mutual gains during the performance of the work, if warranted by actual field findings. All SUE services provided by STV for this project will be completed in conformance with the ASCE/UESI/CI 38-22 "Standard Guideline for Investigating and Documenting Existing Utilities".

Based upon our understanding of the project requirements the general description of the scope of work involves STV **researching available existing utility records and excavating up to ten (10) test holes (Quality Level A)** with the objective of finding and mapping the horizontal and vertical location of **existing utility facilities**. The purpose of this investigation is to identify existing utility facilities within the limits of a proposed Reclaimed Water line adjacent to Weiss Lane from E. Pecan St. to just north of Aventura Avenue in Pflugerville, TX. The area being investigated is identified as shown on the Exhibit included as Attachment "A" to this proposal. To accomplish this scope of work STV will perform the following tasks.

I. As part of the Records Research effort STV will perform the following:

- Contact the applicable "one call" agency and acquire records from all available utility owners including local municipalities (cities, counties, etc.), and Client.
- Perform in-field visual site inspection. Compare utility record information with actual field conditions. Record indications of additional utility infrastructure and visual discrepancies with record drawings.



- Interview available utility owners for needed clarification, resolution of found discrepancies, and details not provided on the record drawings.

II. As part of the Locating Effort STV will perform the following:

- Employ vacuum excavation to verify the horizontal and vertical location of the existing utilities at the **ten (10) test holes (Quality Level A)** within the project at Client provided locations.
 - Once each utility is located, STV will record the utility type, size, material, depth to top and general direction.
 - Each test hole will be assigned a unique ID number and will be marked with rebar/cap. A survey lath labeled with the test hole ID number and other pertinent utility information will be placed at each test hole location.
 - If rock or concrete is encountered during the excavation and STV is not able to excavate through our normal test hole procedures, the client will be immediately notified of the field condition. Excavation in rock or to a depth greater than 13 feet may require additional measures, include a backhoe, shoring, etc. STV will contact the client to discuss other options and approaches if excavation encounters issues such as cave ins or ground water.
 - STV will vacuum down to obtain the required information, and then replace material removed, mechanically-tamped in 6-inch lifts. Asphalt/concrete surfaces will be cored, and the cores will be epoxied back in place, flush with surrounding surface. If restoration efforts are needed beyond what is described above STV shall be notified in writing prior to mobilizing to the field.
- We anticipate ROW/excavation permits will be required for completion of test holes on this project and cost for this service is included. If it is determined that no permit is required, no charge for this item will be included.
- We anticipate maintenance of traffic for lane closures during this phase of the project. (See note above for detail related to traffic control)
- We anticipate coring of asphalt/concrete pavement will be required if any proposed testholes are identified in hard-surface areas and costs are included for this line item. No charges for this will be incurred if all proposed testhole locations fall outside of the pavement/sidewalk areas.
- STV's field crews and equipment are not equipped or prepared to work in any area that possibly are or may have been contaminated with hazardous materials at any time.



Deliverable(s)

STV will provide the following as final Deliverables to the Client:

- One (1) electronic AutoCAD file depicting all located utilities.
- Photographs and field data sheets signed and sealed by a Professional Engineer registered in the State of Texas, showing all relevant test hole information obtained upon location of the utility.
- Paint and test hole markers will be placed on the ground marking utility locations at the site.

Client Shall Provide the Following

- The Client shall provide STV access to the job site for our equipment and personnel including Right of Entry letters, permits or any other pertinent documentation, if needed. Any construction or clearing activities required for access to perform field services will be considered beyond the scope of this proposal.
- Client will provide a **project number**, a **copy of any construction and/or utility records**, a **CAD file** and **survey control within 500'** of the site and specify if the coordinates are in **grid/state plane or surface w/ appropriate scale factor**.
- Assuming all utility structures are accessible.
- Anticipated utilities that will be investigated are to be determined.

Schedule

It will take an estimated **ten (10) business days** for the field services described above to be completed. However, the schedule may be modified due to unforeseen circumstances due to the following: inclement weather, waiting for information from client, subcontractor availability, etc. In the event the schedule needs to change, STV will notify the Client and provide an updated schedule.

Basis for Compensation



STV proposes to perform **research (QL “D”) and performing ten (10) test holes (QL”A”)** utilizing our standard rates for an estimated fee of **\$27,290.00**. STV proposes additional direct expenses on this project to capture, pavement coring, traffic control, field staff per diem and lodging for a total cost of **\$5,900.00** The combined total fee for this project is **\$33,190.00**. STV’s estimate for this project can be seen in the attached Fee Schedule (Attachment “B”). All prices offered shall remain firm for sixty (60) calendar days from the date of this proposal.

Limitation of Warranty & Standard of Care:

STV conducts utility investigations in accordance with ASCE/UESI/CI 38-22: Standard Guideline for Investigating and Documenting Existing Utilities. Identifying and mapping underground utilities is a result of gathering evidence and therefore exact utility locations are not guaranteed unless visually exposed and surveyed, and then only at those specific exposed locations. STV warrants only that the services provided under this proposal will meet the prevailing standard of care and does not guarantee that all utilities can or will be identified, detected, or precisely mapped.

STV looks forward to working with you on this very important project. We are confident that our services will be a great benefit to you and keep your project on schedule and on budget. If you agree to this proposal, please sign and date below and return to us by email. Your signature below will also serve as written acceptance of the proposal. If you have any questions or require additional information, please feel free to contact us at any time.

Sincerely,

Accepted on: **Month**_____ **Day**_____ **Year**_____

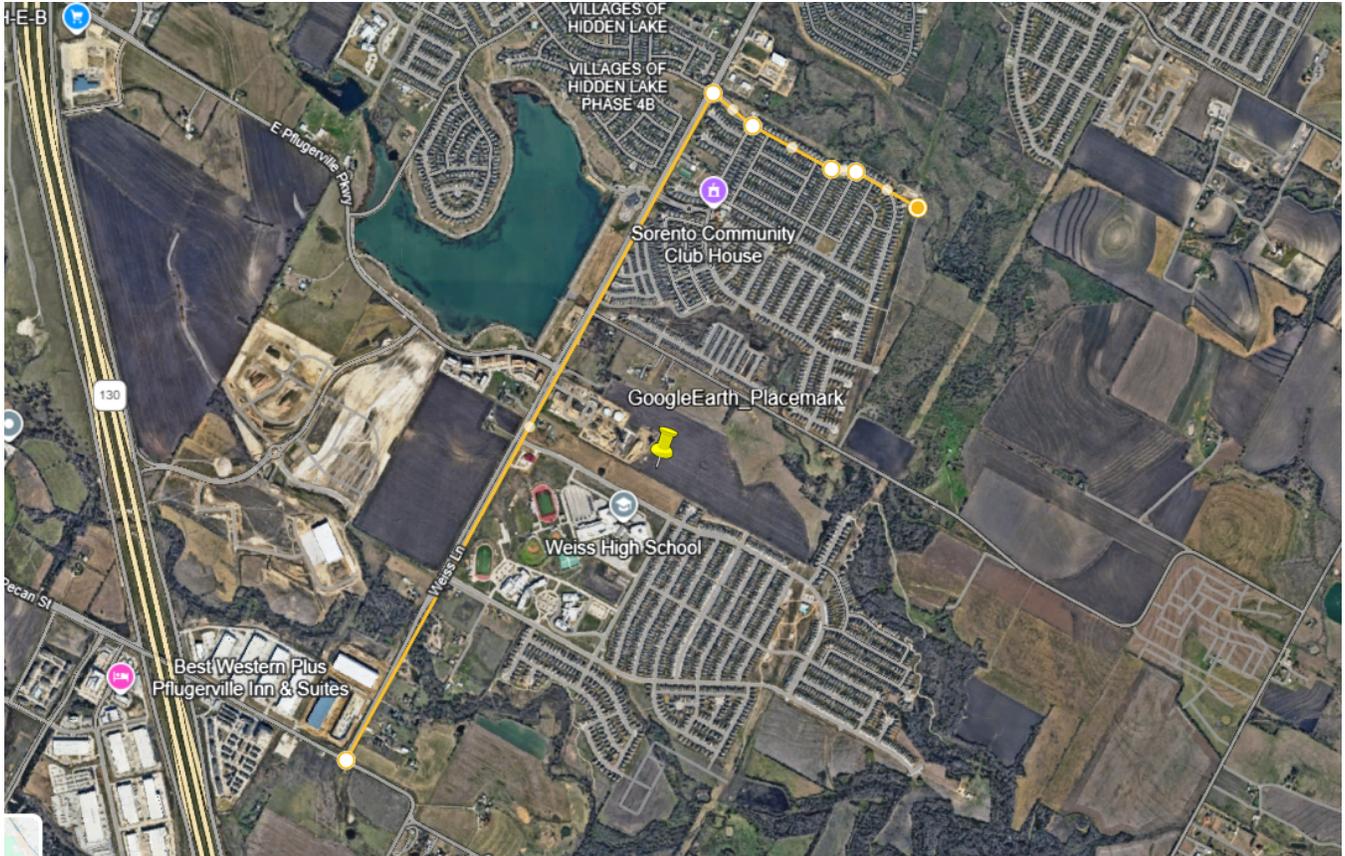
Company_____

Print Name_____

Signature _____

Title _____

ATTACHMENT "A"





1820 Regal Row, Suite 200
 Dallas, TX 75235
 o. 214.638.0500 | f. 214.638.3723
 stvinc.com

ATTACHMENT B

ATTACHMENT "B" - FEE SCHEDULE									
Weiss Lane- Pflugerville, TX									
SUE Services									
STV, Inc.									
10/8/2025									
LABOR COSTS	CLASS.	MANAGER	MANAGER	MANAGER	MANAGER	TECH	TECH	SUPPORT	HOURS
		\$260.00	\$220.00	\$165.00	\$165.00	\$130.00	\$130.00	\$95.00	
Records Research		0.0	0.0	0.0	0.0	2.0	0.0	0.0	2.0
Production/Review of QL"A" Deliverables		8.0	8.0	4.0	4.0	0.0	16.0	0.0	32.0
Project Meeting / Safety Orientation		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Permit Coordination/Acquisition		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Contract Administration		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUBTOTAL HOURS		8.0	8.0	4.0	4.0	2.0	16.0	0.0	34.0
SUBTOTAL DOLLARS		\$2,020.00	\$1,760.00	\$660.00	\$660.00	\$260.00	\$2,020.00	\$0.00	\$7,500.00
Locating (Quality Level "A" - Test Holes)									
0 feet to 5.00 feet			5	\$ 1,300.00	per hole				\$6,500.00
over 5.00 feet to 8.00 feet			3	\$ 1,600.00	per hole				\$4,800.00
over 8.00 feet to 11.00 feet			2	\$ 1,900.00	per hole				\$3,800.00
over 11.00 feet to 14.00 feet			0	\$ 2,200.00	per hole				\$0.00
Designing (2-Man Crew & Equipment) - Quality Level A			8.0	\$ 205.00	per hour				\$1,640.00
Mark-Demol Fee			1	\$ 1,000.00	each				\$1,000.00
Survey of QL"A"									
Surveying ((2-Man Crew, GPS Equipment & Processing)			1.00	\$ 2,050.00	per day				\$2,050.00
SUBTOTAL DOLLARS									\$19,790.00
TOTAL ESTIMATED QUALITY LEVEL "A" FEE									\$27,280.00
DIRECT EXPENSES									
Miscellaneous Items									
Asphalt/Concrete Curing & Pavement Repair			2	\$ 500.00	each				\$1,000.00
Remove/Install Concrete Sidewalk			0	\$ 4,500.00	each				\$0.00
Permitting									
PERMIT			1	\$ 800.00	each				\$800.00
Traffic Control									
Single Lane Closure - Daily Rate (Includes Warning Signs & Cones, Arrow Board, Delivery & Pickup)			1	\$ 2,500.00	each				\$2,500.00
Per Diem			4	\$ 100.00	per day				\$400.00
Hotels			4	\$ 300.00	each				\$1,200.00
TOTAL ESTIMATED DIRECT EXPENSE DOLLARS									\$5,900.00
TOTAL COMBINED ESTIMATED FEE									\$33,190.00