

**PROFESSIONAL SERVICES AGREEMENT
FOR
THE CLUB WASTEWATER INTERCEPTOR PROJECT**

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

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

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

I. DEFINITIONS

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

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

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

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

II. TERM

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

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

III. SCOPE OF SERVICES AND PROJECT SCHEDULE

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

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

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

IV. COMPENSATION TO CONSULTANT

4.1 In consideration of Consultant's performance in a satisfactory and efficient manner, as determined solely by City Manager, of all services and activities set forth in this Agreement, City agrees to pay Consultant an amount not to exceed \$831,960.29 as total compensation, to be paid to Consultant as further detailed in Attachment A.

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

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

V. OWNERSHIP OF DOCUMENTS

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

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

VI. RECORDS RETENTION

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

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

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

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

VII. TERMINATION

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

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

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

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

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

7.4.1 Bankruptcy or selling substantially all of company's assets

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

7.4.3 Performing unsatisfactorily

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

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

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

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

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

VIII. NOTICE

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

If intended for City, to:

City of Pflugerville
Attn: **City Manager**

P.O Box 589
Pflugerville, Texas 78660

If intended for Consultant, to: H. W. Lochner, Inc.
Attn: Tom Owens, PE, Operations Manager
1120 S. Capital of Texas Highway
CityView 2, Suite 100
Austin, TX 78746

IX. INSURANCE

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

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

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

City of Pflugerville

Insurance Requirements

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

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

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

Type of Insurance	Amount of Insurance	Provisions
Commercial General (Public) Liability to include Premises/Operations	1,000,000 per occurrence, 2,000,000 general aggregate coverage for: Or	City to be listed as additional insured and provide 30 days' notice of cancellation or material change in coverage
Products/ Completed Operations	2,000,000 combined single coverage limit	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: Capital Surveying, The Rios Group, Arias Geotechnical Services, Stantec Consulting Services Inc. Any deviation from this subcontractor list, whether in the form of deletions, additions or substitutions shall be approved by City prior to the provision of any services by said subcontractor.

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

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

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

XII. INDEPENDENT CONTRACTOR

Consultant covenants and agrees that he or she is an independent contractor and not an officer, agent, servant or employee of City; that Consultant shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of respondent superior shall not apply as between City and Consultant, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating the relationship of employer-employee, principal-agent, partners or joint venturers between City and Consultant. The Parties hereto

understand and agree that the City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the Consultant under this Agreement and that the Consultant has no authority to bind the City.

XIII. CONFLICT OF INTEREST

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

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

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

XIV. AMENDMENTS

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

XV. SEVERABILITY

If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Charter, City Code, or ordinances of the City of Pflugerville, Texas, then and in that event it is the intention of the Parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or

provision hereof and that the remainder of this Agreement shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein; it is also the intention of the Parties hereto that in lieu of each clause or provision of this Agreement that is invalid, illegal, or unenforceable, there be added as a part of the Agreement a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

XVI. LICENSES/CERTIFICATIONS

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

XVII. COMPLIANCE

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

XVIII. NONWAIVER OF PERFORMANCE

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

XIX. LAW APPLICABLE

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

19.2 Venue for any legal action or proceeding brought or maintained, directly or indirectly, as a result of this Agreement shall be heard and determined in a court of competent jurisdiction in Travis County, Texas.

XX. LEGAL AUTHORITY

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

XXI. PARTIES BOUND

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

XXII. CAPTIONS

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

XXIII. INCORPORATION OF EXHIBITS

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

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

XXIV. ENTIRE AGREEMENT

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

XXV. MISCELLANEOUS CITY CODE PROVISIONS

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

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

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

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

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

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

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

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

EXECUTED and AGREED to as of the dates indicated below.

**CITY OF
PFLUGERVILLE**

CONSULTANT
H. W. Lochner, Inc.

Thomas M. Owens

Digitally signed by Thomas M. Owens
DN: C=US, E=towens@hwlochner.com,
O=H W Lochner, OU="K Friese +
Associates", CN=Thomas M. Owens
Date: 2025.10.06 16:43:23-05'00'

(Signature)

(Signature)

Printed Name: _____

Printed Name: **Thomas M. Owens, P. E.**

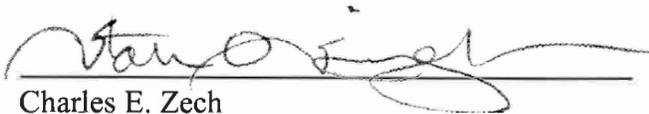
Title: City Manager/Authorized
Representative

Title: **Operations Manager**

Date: _____

Date: **05 OCT 2025**

APPROVED AS TO FORM:



Charles E. Zech

City Attorney

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

Stan Springerley, Senior Associate Attorney

ATTACHMENT A

October 1, 2025

Brandon Pritchett
Director of Public Works
City of Pflugerville
15500 Sun Light Near Way, 6B
Pflugerville, TX 78660

Via: E-mail

Re: City of Pflugerville Club Wastewater Interceptor Project – Scope of Services for Design and Bid Phases

Dear Mr. Pritchett:

Lochner, An Egis Company is pleased to provide the enclosed proposal for Design and Bid phase Services for the Club Wastewater Interceptor Project. The project generally consists of installing approximately 6500 linear feet of 12-inch wastewater line from the existing Club Lift Station to the existing downstream tie-in at Wells Branch Parkway and 10th Street. Attached you will find the following items:

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

Cost: The proposed cost for the services described in the attached Scope of Services for this assignment is \$831,960.29 to be paid on a time and material basis.

Assignment Duration: The duration of the assignment is approximately 21 months from the time of the issuance of the Notice to Proceed through assignment completion, including Preliminary Design, Final Design and Bid/Award Execution phases.

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

Sincerely,



Shwetha Pandurangi, PE, CFM
Central Texas Practice Manager

Attachments

**CITY OF PFLUGERVILLE
CLUB WASTEWATER INTERCEPTOR PROJECT**

SCOPE OF SERVICES

Project Understanding

The work to be performed by Lochner, An Egis Company under this contract shall consist of providing Preliminary Engineering, Final Design and Bid Phase Services for the Club Wastewater Interceptor Project for the City of Pflugerville (City). Construction Phase services scope and fee will be submitted during bid phase. The project consists of installing a new 12-inch interceptor connecting the area served by the Club Lift Station to the existing 8-inch interceptor along Wells Branch Parkway. The scope will also consist of decommissioning the existing lift station after completion of the proposed interceptor. The project is expected to start at the upstream end at the influent line of Club Lift Station and connect downstream near Well Branch Parkway and 10th Street for an approximate 6,500 linear feet of pipe. The downstream connection to the existing system along with the size of the proposed interceptor, and its alignment, will be assessed further during preliminary engineering. The Club Wastewater Interceptor project is intended to improve system reliability and insufficient firm pumping capacity to meet existing peak flows. The project was recommended in the 2021 Wastewater Master Plan CIP Update Memorandum and supports the City's Strategic Plan and Comprehensive Plan by providing a safe, reliant infrastructure.

Scope of Services

Task 1A – Preliminary (30%) Design Phase

1. Project Management and QA/QC: This task includes routine communication with the City; managing subconsultants, manpower, budgets, and schedules; invoicing; implementing and monitoring of QA/QC efforts; and other activities associated with managing the project. This task will also include coordination with other City projects and Travis County (if required), City of Austin projects that are within the project limits.
2. Project Meetings
 - a. Kick-off Meeting: Meet with City Staff to discuss/review project details, work plan, and schedule. (one in person meeting has been budgeted for this task)
 - b. One project status meeting (in person) with the City has been budgeted for the Preliminary Design Phase.
 - c. PER review meeting (one virtual meeting has been budgeted for this task). The PER will consist of a Preliminary Engineering Report along with 30% plan set with horizontal alignments.
3. Data Gathering and Base Mapping: Lochner will work with the City, other entities, and their subcontractors to obtain information necessary for the Preliminary Design Phase. Specific information gathered may include as-built information, related reports, hydraulic models and mapping, design criteria, and other necessary data. A base map of the project area will be developed using

**CITY OF PFLUGERVILLE
CLUB WASTEWATER INTERCEPTOR PROJECT**

SCOPE OF SERVICES

available information. The base map will include aerial photography, topography, parcels, right-of-way, FEMA floodplain, Extraterritorial Jurisdiction (ETJ) and other appropriate data. The base map will be utilized by the project team during Preliminary Engineering for the project. One site visit during scoping and one site visit to confirm the preliminary alignments will be conducted under this task. Lochner will receive all necessary data in the City's possession relating to Lochner's services on the Project. Lochner will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by the City.

4. **Line Sizing and Downstream Tie-In Confirmation:** Lochner will independently size the proposed gravity line and compare it to the sizing in the City's Wastewater Master Plan Update. Lochner will coordinate with the City and the City's model developer STV, Inc to receive peak flows for full buildout conditions for the Club Interceptor sewershed. Lochner will coordinate with City for any questions or additional information needs with respect to capacity and sizing. The proposed gravity interceptor will be sized in accordance with TCEQ and City design criteria. In addition, Lochner will identify potential viable downstream tie-in point for the wastewater interceptor. It is assumed that the City or STV, Inc will confirm system capacity downstream of the identified tie-in point.
5. **Route Analysis and Evaluation:** Using the identified downstream tie-in, Lochner will identify three potential Candidate Alignments using the base map considering the following items:
 - Existing Services
 - Property Impacts
 - Trees
 - Topography
 - Trenchless Technology
 - Easement Acquisition
 - Permitting Requirements
 - ETJ, Travis County and City of Austin Environmental Approvals
 - Existing Utility Coordination
 - Floodplains and Critical Water Quality Zone encroachment
 - Biological Factors
6. **Preliminary Engineering (30%) Reporting**
 - a. **Construction methods and materials evaluation:** Identify alternate construction methods and materials and associated impact on construction costs, and operations and maintenance.
 - b. **Workspace, Access and Easement Evaluation:** Identify and map necessary workspace and permanent easements required for construction, maintenance, and operation for each proposed route. Evaluate and identify access for construction and maintenance.
 - c. **Permitting evaluation:** Conduct a pre-development meeting with the City of Austin Development Services Department and Watershed Protection Department to discuss the feasibility of constructing the interceptor along the proposed alignment. Much of the three alignments is located in the Water Quality Transition Zone and Critical Water Quality Zone of Wells

**CITY OF PFLUGERVILLE
CLUB WASTEWATER INTERCEPTOR PROJECT**

SCOPE OF SERVICES

Branch drainage feature. Lochner will coordinate with Travis County as needed for preliminary route analysis.

- d. Cost Estimates: Develop preliminary 30% estimates of probable construction cost based on the information gathered above for all three potential candidate alignments.
- e. Preliminary Engineering Report (PER): Lochner will prepare a PER summarizing the investigation and recommendations. A copy of the draft report will be submitted to the City for review and distribution. Following a meeting with the City to discuss review comments, Lochner will incorporate the comments into the Final Engineering Report and submit final copy to the City in an electronic copy in portable document format (pdf). At a minimum the PER will include:
 - Recommended route (corridor) for the pipeline;
 - Interceptor sizing recommendation;
 - Identification of environmental constraints, including assessing the tri-colored bat habitat;
 - Permitting requirements and associated timeframes;
 - Identification of temporary and permanent easements, including name and contact information of landowner and area of easement per parcel;
 - Evaluation of and recommendations for construction methods and materials;
 - 30% gravity interceptor plan sheet of recommended route, showing property ownership, existing right-of-way, and proposed permanent and temporary construction easements. Sheets shall be aerial based and be at a minimum scale of 1" = 100' on 11-inch by 17-inch sheets;
 - Preliminary 30% opinion of probable cost for all three recommended routes;
 - A schedule for final design and construction.
 - A kmz file of the selected route

Task 1B – Preliminary Survey, Easements, and Subsurface Utility Engineering

1. Subconsultant management and QA/QC of data: This task includes coordination and communication with the City; managing subconsultants on tasks listed below and performing data review and QA/QC efforts; and other activities associated with managing the tasks listed below.
2. Preliminary Design Survey: Capital Surveying will perform a preliminary topographic and design survey for the site. The survey will show critical field location of all monuments necessary, visible utilities, and any easement information provided, or listed in a title commitment (provided by Client), needed to determine and confirm the optimal route alternatives. Refer to attached scope and fee from Capital Surveying as Exhibit D.
3. Preliminary Subsurface Utility Engineering: The Rios Group will perform critical subsurface utility engineering (SUE) services for this project in accordance with the recommended practice and procedures described in ASCUESI/CI 38-22,

**CITY OF PFLUGERVILLE
CLUB WASTEWATER INTERCEPTOR PROJECT**

SCOPE OF SERVICES

needed to determine and confirm the optimal route alternatives. During the preliminary phase, QLC and QLD data along with limited QLB investigations will be limited to a 60-foot-wide corridor at existing roadway crossings, centered along the proposed wastewater line alignment and a total of 5 QLA test potholes will be performed. Reference Exhibit D for additional details on scope and fee from the Rios Group.

4. Preliminary Environmental Survey: Stantec Inc. will utilize existing data and conduct additional required literature searches for sensitive natural, historic, archaeological, cultural, water and biological resources that could pose constraints to the proposed gravity sewer. Additional sources of information that will be utilized include published reports, aerial photographs, maps, and records at the Texas Natural Resources Information Systems archives. The information obtained from these efforts will be used to help identify potential permitting and alignment constraints. The results of the literature search and permitting identification will be documented in an environmental constraints memo and map. Stantec will perform the necessary environmental assessment commensurate with WIFIA funding program's Programmatic Environmental Assessment (PEA). Refer to attached scope and fee from Stantec as Exhibit D.
5. Preliminary Biologic Assessment: Stantec, Inc. will perform a biologic assessment for the project, which includes desktop research and field investigation of protected species and their habitats. This investigation will also include evaluation of the jurisdictional waters of the US. Refer to attached scope and fee from Stantec as Exhibit D.

Task 2A – Final Design

1. Project Management and QA/QC: This task includes routine communication with the City; managing subconsultants, manpower, budgets, and schedules; invoicing; implementing and monitoring of QA/QC efforts; and other activities associated with managing the project.
2. Project Meetings: Monthly project progress meetings have been budgeted for the Design Phase. One meeting per month with a total of 15 virtual meetings have been accounted.
3. Plan Preparation: Lochner shall prepare construction plans suitable for public bidding to include notes, plan and profile sheets, details, environmental protection, traffic control, and work and storage locations. Plan and profile sheets shall be at 1"=40' horizontal and 1"=4' vertical scale. The following sheets have been assumed in developing this proposal:
 - a. Cover, Notes, General Sheets (4)
 - b. Overall Project Layout (1)
 - c. Survey Controls and Easement Layout and Parcel Map (2)
 - d. Erosion Control Sheets (8)

**CITY OF PFLUGERVILLE
CLUB WASTEWATER INTERCEPTOR PROJECT**

SCOPE OF SERVICES

- e. Interceptor Plan & Profile (17)
 - f. Bypass pumping plan sheets needed for tie-ins (3)
 - g. Traffic Control (16)
 - h. Civil and Miscellaneous Details (6)
 - i. Existing lift station abandonment plan or details (2)
4. Contract Documents and Technical Specifications: Lochner will develop a Project Manual consisting of the City's Standard Construction Contract Bid Documents and Technical Specifications. Special Provisions to the Standard Technical Specifications and Special Specifications will be developed if required for the project.
5. Engineer's Opinion of Probable Construction Cost Estimates: Construction cost estimates will be provided at the 60%, 90% and 100% design stages.
6. Submittals: Progress submittals will be provided at the 60%, 90% and 100% design phases. 60%, 90% and 100% submittals will consist of the following:
- 1 full size electronic plan set
 - 1 set of the Project Manual in PDF format
 - Engineer's Opinion of Probable Construction Cost
 - Project Schedule
 - Response to written review comments from previous submittal

The Final Submittal will include electronic PDF copies with:

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

Task 2B – Final Survey, Easements, and Subsurface Utility Engineering

1. Subconsultant management and QA/QC of data for final design: This task includes coordination and communication with the City; managing subconsultants on tasks listed below and performing data review and QA/QC efforts; and other activities associated with managing the tasks listed below.
2. Final Design Survey: Capital Surveying will prepare a Topographic and Design Survey for the site. The survey will show the field location of all monuments necessary to determine the boundary, improvements, visible utilities. The topographic survey will include the topography needed (one foot contour intervals and grade breaks) to provide sufficient information for the contouring of

**CITY OF PFLUGERVILLE
CLUB WASTEWATER INTERCEPTOR PROJECT**

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the site. In the event that the site grades are relatively flat, spot elevations may be shown in lieu of contours. Refer to attached scope and fee from Capital Surveying as Exhibit D. The City will provide right of entry letters and seek permission for Lochner's subconsultants to access the properties. A tree survey will be provided as supplemental services.

3. **Metes and Bounds for Easements:** Prepare field notes and descriptions for easement documents in accordance with City standards: Capital Surveying will prepare a Metes and Bounds description and sketch for easements that may be required for utilities, drainage, access, etc. for this project. In addition, Capital will stake the easements to facilitate the appraisal process. A total of 10 easements or as necessary are assumed at this time for estimating purposes with one document per parcel. The City will obtain "title abstracts" for each easement parcel and coordinate with the City team for easement acquisitions.
4. **Final Subsurface Utility Engineering:** The Rios Group will perform subsurface utility engineering (SUE) services for this project in accordance with the recommended practice and procedures described in ASCUESI/CI 38-22. QLB investigations will be limited to a 60-foot-wide corridor at existing roadway crossings, centered along the proposed wastewater line alignment and additional 5 QLA test potholes will be performed. Reference Exhibit D for additional details on scope and fee from the Rios Group.
5. **Geotechnical Investigation:** Arias will perform ten (10) geotechnical borings or as necessary along the interceptor route with average depth of 40 feet, conduct appropriate laboratory testing; and summarize the field investigation results and recommendations in a geotechnical report as appropriate. Arias, Inc. will install a piezometer for groundwater level monitoring as outlined in the sub consultant proposal. Electronic copies of the Geotechnical Data Report (GDR) and Geotechnical Design Memorandum (GDM) will be submitted to the City. Reference Exhibit D for detailed scope and fee proposal from Arias, Inc. A Geotechnical Baseline Report (GBR) is not assumed to be prepared as a part of this request and can be provided as supplemental services. An embankment analysis will be performed as an additional service should any detention embankments be disturbed as a result of the work.
6. **Environmental and Archaeology Evaluation:** Stantec, Inc will provide environmental support for the project, including:
 - a. **Water Resources:** Delineation of waters of the U.S. and wetlands falling within the jurisdiction of the U.S. Corps of Engineers (does not including preparation of a Pre-construction Notification or Individual Permit to USACE);
 - b. **Cultural resources investigations and permitting –** Stantec, Inc will prepare a Texas Historic and Archaeological Resources Survey for an Antiquities Permit to be signed by the City and submit the permit to THC. After obtaining the permit a field survey will be carried out and documented as required. It is anticipated that shovel testing and

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backhoe testing will be required but that collection of artifacts will not be required.

Task 3 - Permitting

1. TCEQ Chapter 217 Review: Lochner will submit an Engineer's Summary Letter, Project Plans, Specifications to TCEQ (as requested) describing the project and seeking approval and any variances to Chapter 217 as appropriate. Lochner will provide follow-up submittals and coordination with TCEQ as requested.
2. City of Pflugerville Development Services Review: Lochner will submit an Engineer's Summary Letter, Project Plans, Specifications and Engineer's Opinion of Probable Costs, describing the project and requesting approval of the submittal. Lochner will provide follow-up submittals and coordination with the City as requested.
3. City of Austin and Travis County Permitting: Lochner will submit project plans and specifications along with a letter describing the project to the City of Austin Development Services Department, Watershed Protection department and City of Austin Transportation and Public Works department and variance requests to the Watershed ordinance. Lochner will address comments to plan and resubmit for approval. A total of three submittals are anticipated for this project. Lochner will coordinate with Travis County if needed on plan review and submittal. One review is assumed for this task.

Task 4 - Bid-Award-Execution Phase – Competitive Sealed Proposals

1. Project Management: This task includes routine communication with the City; managing manpower, budgets, and schedules; invoicing; and other activities associated with managing the project.
2. Pre-Bid Conference: Lochner will assist the City in conducting a pre-bid conference and developing the agenda. Lochner will take minutes or make other provision for documenting the results of the pre-bid conference. Lochner will also record all questions and requests for additional information, and coordinate with the City for issuing responses and additional information.
3. Questions/Addenda: Lochner will assist the City in issuing all Addenda to the Bid Documents and distribute Addenda to the bidders. All Addenda shall be approved by the City. Lochner will respond to Bidder's questions through the use of the Civcast system.
4. Bid Opening and Evaluation: Lochner will assist the City in opening of bids, review all bids and evaluate them for responsiveness and bid amount. Lochner will assist with the City's evaluation panel as an independent observer and provide feedback as necessary. Lochner will not score the bidders to stay as an independent observer of the process. Two staff members are assumed for one evaluation panel for this effort. Lochner will also check references, by telephone, for the selected contractor. Lochner will prepare a letter summarizing

**CITY OF PFLUGERVILLE
CLUB WASTEWATER INTERCEPTOR PROJECT**

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the review and evaluation and include recommendations for award of the contract for construction, or other action as may be appropriate. The City shall make the final decision on the award of the contract for construction and the acceptance or rejection of all bids.

5. **Conformed Documents:** Lochner will incorporate addenda items in the Construction Plans, include addenda in the bound Project Manual, and issue a hard copy of "Conformed" set of plans for construction. Assist with Council documents as required.

Fee Estimate

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

Project Schedule

Reference Exhibit C for detailed project schedule

Scope Exclusions

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

EXHIBIT B
CITY OF PFLUGERVILLE
CLUB WASTEWATER INTERCEPTOR PROJECT

Task	Principal Engineer (QC)	Project Manager	Design Engineer	Engineer In Training	Senior Designer	Admin	Total	KFA Labor Cost	Expenses	Survey Capital Surveying	Subsurface Utility Eng	Geotechnical	Environmental	Total Cost
Hourly Rates	\$325.00	\$310.00	\$200.00	\$145.00	\$150.00	\$115.00								
	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	\$	\$	(T&M)	TRG (T&M)	Arias (T&M)	Stantec (T&M)	\$
Task 1A - Preliminary (30%) Design Phase														
1	Project Management & QA/QC	6	6			6	18	\$3,750.00	\$120.00					\$3,870.00
2	Project Meetings (3)	6	6	6			18	\$3,930.00	\$175.00					\$4,105.00
3	Data Gathering & Base Mapping	4	8	24	32		68	\$11,120.00						\$11,120.00
4	Line Sizing Confirmation & Downstream Connection	8	12	16	20	4	60	\$13,020.00						\$13,020.00
5	Gravity Sewer Route Analysis & Evaluation	8	12	16	20	12	68	\$14,220.00						\$14,220.00
6	Preliminary Engineering Reporting	8	18	40	72	32	174	\$31,420.00						\$31,420.00
a	Construction Methods and material evaluation	2	4	8			14							
b	Workspace, access and Easement Evaluation	2	4	8			14							
c	Permitting Evaluation	4	2	4	8		18							
d	Cost Estimate	4	4	12	24		40							
e	Preliminary Engineering Report	8	8	16	24	32	88							
Task 1B - Preliminary Survey, Easements and Subsurface Utility Engineering														
1	KFA Sub Management and Data Review	12	16	20	12		60	\$11,620.00						\$11,620.00
2	Preliminary Design Survey							\$0.00	\$21,500.00					\$21,500.00
3	Preliminary Subsurface Utility Engineering							\$0.00		\$25,231.26				\$25,231.26
4	Preliminary Environmental Survey							\$0.00				\$13,572.00		\$13,572.00
5	Preliminary Biologic Assessments							\$0.00						\$0.00
Subtotal Task 1														
		24	70	108	162	92	466	\$89,080.00	\$295.00	\$21,500.00	\$25,231.26	\$0.00	\$13,572.00	\$149,678.26
Task 2A - Final Design														
1	Project Management & QA/QC	8	15			8	31	\$6,400.00						\$6,400.00
2	Project Meetings (15)	8	15	15			38	\$7,855.00	\$200.00					\$7,855.00
3	Plan Preparation	52	118	236	616	820	1842	\$313,000.00						\$313,000.00
4	Contract Docs & Tech Specs	12	8	16	32		68	\$14,220.00						\$14,220.00
5	Cost Estimates	8	8	12	24		52	\$10,960.00						\$10,960.00
6	Submittals			4	12	12	0	28	\$4,340.00					\$4,340.00
7	Final Engineering Report	4	4	8	12	8	16	\$7,080.00						\$7,080.00
Task 2B - Survey, Easements and Potholing														
1	KFA Sub Management and Data Review	8	16	24	32	36	116	\$22,400.00						\$22,400.00
2	Final Design Survey								\$33,500.00					\$33,500.00
3	Metes and Bounds for Easements (5 perm and 5 temp)								\$25,000.00					\$25,000.00
4	Final Subsurface Utility Engineering								\$30,000.00	\$36,347.53				\$66,347.53
5	Geotechnical Investigation										\$65,075.00			\$65,075.00
6	Environmental & Archaeology Evaluation											\$69,864.50		\$69,864.50
Subtotal Task 2														
		84	170	330	743	876	2191	\$386,055.00	\$200.00	\$88,500.00	\$36,347.53	\$65,075.00	\$69,864.50	\$846,042.03
Task 3 - Permitting														
1	TCEQ Chapter 217		4	8	12		24	\$4,580.00	\$500.00					\$5,080.00
2	City of Pflugerville Development Review		0	4	8		12	\$1,960.00						\$1,960.00
3	City of Austin and Travis County Permitting	4	10	20	28	20	82	\$15,460.00						\$15,460.00
Subtotal Task 3														
		4	14	32	48	20	118	\$22,000.00	\$500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,500.00
Task 4 - Bid-Award-Execution Phase														
1	Project Management		0	4	2		8	\$1,320.00						\$1,320.00
2	Pre-Bid Conference		0	4	4		8	\$1,380.00	\$70.00					\$1,450.00
3	Questions/Addenda	4	4	8	16	4	36	\$7,060.00						\$7,060.00
4	Bid Opening & Evaluation		0	4	8		12	\$1,960.00	\$70.00					\$2,030.00
5	Confirmed Documents		0	2	4	4	10	\$1,580.00	\$300.00					\$1,880.00
Subtotal Task 4														
		4	4	22	34	8	74	\$13,300.00	\$440.00	\$0.00	\$0.00	\$0.00	\$0.00	\$13,740.00
Total														
		116	258	492	987	996	2,849	\$510,435.00	\$1,435.00	\$110,000.00	\$61,578.79	\$65,075.00	\$83,436.50	\$831,960.29



ID	Task Name	Duration	Start	Finish	Predecessors	Approved Status
1	Club Wastewater Infiltration	90 wks	Wed 10/15/23	Mon 11/21/27		
2	Notice to Proceed	0 wks	Mon 10/20/23	Mon 10/20/23		
3	Task 1A, Preliminary 30% Design Phase	25 wks	Mon 10/20/23	Tue 4/14/26		
4	Project Management and QA/QC	25 wks	Mon 10/20/23	Tue 4/14/26		
5	Project Meetings	1 wk	Wed 10/21/23	Tue 10/28/23		
6	Project Team Kick-off Meeting	0.5 wks	Wed 10/20/23	Fri 10/21/23		
7	Phase Calibrating and Field Spins	3 wks	Mon 10/20/23	Fri 11/17/23		
8	Bare Mapping	2 wks	Mon 11/20/23	Fri 11/24/23		
9	Line Slope Confirmation and Downstream Connection	4 wks	Mon 11/10/23	Tue 12/9/23		
10	Route Analysis and Evaluation	9 wks	Mon 11/20/23	Tue 1/13/26		
11	Task 1B, Preliminary Survey, Estimates and SUE	12 wks	Mon 10/20/23	Tue 1/13/26		
12	Subcontractor management and QA/QC of data	5 wks	Mon 11/20/23	Tue 1/29/25		
13	Preliminary Design Survey	3 wks	Mon 11/20/23	Tue 1/29/25		
14	Preliminary Subsurface Utility Engineering	4 wks	Mon 11/20/23	Tue 1/29/25		
15	Preliminary Firm Survey	5 wks	Mon 11/20/23	Tue 1/29/25		
16	Preliminary Biologic Assessment	5 wks	Mon 11/20/23	Tue 1/29/25		
17	Task 1C, Preliminary Engineering Reporting	18.5 wks	Wed 1/14/26	Fri 5/22/26		
18	Construction Methods and Materials Evaluation	1 wk	Wed 1/14/26	Tue 1/20/26		
19	Workspace, Access and Easement Evaluation	2 wks	Wed 1/14/26	Tue 1/27/26		
20	Permitting Evaluation	5 wks	Wed 1/14/26	Tue 2/17/26		
21	Cost Estimates	2 wks	Wed 2/18/26	Tue 3/9/26		
22	PER	4 wks	Wed 3/9/26	Tue 3/31/26		
23	QA/QC	3 wks	Wed 4/1/26	Tue 4/21/26		
24	PER, Submittal to City	0.2 wks	Wed 4/22/26	Wed 4/22/26		
25	City Review	3 wks	Thu 4/23/26	Wed 5/13/26		
26	PER Review Meeting	1 wk	Thu 5/14/26	Wed 5/20/26		
27	Task 2, Survey, Estimates and SUE	51 wks	Thu 5/21/26	Fri 5/14/27		
28	Subcontractor management and QA/QC of data	12 wks	Thu 5/21/26	Wed 8/12/26		
29	Final Design Survey	12 wks	Thu 5/21/26	Wed 8/12/26		
30	Notes and Bounds	3 wks	Mon 4/26/27	Fri 5/14/27		
31	Final Subsurface Utility Engineering	5 wks	Wed 6/10/26	Tue 7/14/26		
32	Geotechnical Investigation	8 wks	Thu 5/21/26	Wed 7/15/26		
33	Environmental and Archiblog Evaluation	12 wks	Thu 5/21/26	Wed 8/12/26		
34	Task 3, Final Design	96.2 wks	Wed 4/15/26	Fri 2/18/28		
35	Project Management and QA/QC	50 wks	Wed 4/15/26	Thu 4/1/27		
36	60% Phase	18 wks	Thu 8/23/26	Fri 12/18/26		
37	60% Design	11 wks	Thu 8/23/26	Wed 10/28/26		
38	Plan Sheets, Cost Estimates and Specs	9 wks	Thu 8/23/26	Wed 10/14/26		
39	PDR Review and Comments	2 wks	Thu 10/15/26	Wed 10/28/26		
40	ITR Review and Address Comments	3 wks	Thu 10/29/26	Wed 11/18/26		
41	60% Submittal to COP	0 wks	Wed 11/18/26	Wed 11/18/26		
42	COP Review	3 wks	Thu 11/19/26	Fri 12/11/26		
43	Review COP comments	1 wk	Mon 12/14/26	Fri 12/18/26		
44	90% Phase	17 wks	Mon 12/21/26	Fri 4/16/27		
45	90% Design	16 wks	Mon 12/21/26	Fri 4/16/27		
46	Plan Sheets, Cost Estimates and Specs	8 wks	Mon 12/21/26	Fri 2/12/27		
47	PDR Review and Comments	2 wks	Mon 2/15/27	Fri 2/28/27		
48	ITR Review and Address Comments	3 wks	Mon 3/1/27	Fri 3/19/27		
49	90% Submittal to COP	0 wks	Fri 3/19/27	Fri 3/19/27		
50	COP Review	3 wks	Mon 3/22/27	Fri 4/9/27		
51	Review COP comments	2 wks	Mon 4/12/27	Fri 4/23/27		
52	100% Phase	14 wks	Mon 4/28/27	Fri 7/30/27		
53	Final Design	13 wks	Mon 4/28/27	Fri 7/30/27		
54	Plan Sheets, Cost Estimates and Specs	6 wks	Mon 4/28/27	Fri 6/4/27		
55	PDR Review and Address Comments	2 wks	Mon 6/7/27	Fri 6/19/27		
56	ITR Review and Address Comments	3 wks	Mon 6/21/27	Fri 7/9/27		
57	Final Submittal to COP	0 wks	Fri 7/9/27	Fri 7/9/27		
58	COP Final Review and Approval	3 wks	Mon 7/12/27	Fri 7/30/27		
59	Statement Acquisition	28 wks	Mon 6/14/27	Fri 11/26/27		
60	Field Utility Verification and Markers and Boundaries	2 wks	Mon 5/17/27	Fri 5/28/27		
61	Estimate Acquisition	26 wks	Mon 5/23/27	Fri 11/26/27		
62	Permitting and Approvals	20 wks	Mon 4/28/27	Fri 9/10/27		
63	City of Pilgrimage - Permitting	15 wks	Mon 4/28/27	Fri 8/6/27		
64	TCEQ 217 Permitting	6 wks	Mon 8/22/27	Fri 9/10/27		
65	City of Austin Permitting	15 wks	Mon 4/28/27	Fri 8/6/27		
66	BBP Phase	13 wks	Mon 11/29/27	Fri 2/1/28		
67	Advertise & Bid	4 wks	Mon 11/29/27	Fri 12/24/27		
68	Review Bids	2 wks	Mon 12/27/27	Fri 1/7/28		
69	City Council	4 wks	Mon 1/10/28	Fri 2/4/28		
70	Execution	2 wks	Mon 3/1/28	Fri 3/18/28		

Fri 9/15/23





August 29, 2025

K. Friese + Associates
Shwetha Pandurangi
1120 S. Capital of Texas Highway, CityView 2, Suite 100
Austin, TX

Re: Proposal for Land Surveying Services on **City of Pflugerville Club Interceptor**

Dear Ms. Pandurangi:

Please find below my proposal for providing Land Surveying services on the **City of Pflugerville Club Interceptor Project** located at **Wells Branch Parkway, Pflugerville, TX**. Possible routes shown on sheet 3. The scope of services included in this proposal is as follows:

Preliminary Design Survey

Capital Surveying will prepare an on the ground Preliminary Design Survey for the site, sufficient to allow for preliminary design and route analysis. Capital Surveying will locate any monuments necessary to determine the boundary and existing easement information, obtain the location of improvements, utilities and topographical information on the property, as needed. Capital Surveying will review a title commitment provided by the client, address and note Schedule B items and plot the relevant easements that affect the tract on the existing survey. The Preliminary Design Survey may include the location of specified wastewater manholes, gathering invert data, locating drainage structures and any other necessary topographic information for route analysis. This information will be displayed graphically on a survey map. A Texas Registered Professional Land Surveyor (R.P.L.S.) will direct all aspects of the survey. **The total estimated cost to complete the work described herein is \$21,500.00 (tax not applicable). Please note that these pricings are based on estimated quantities, and that only actual quantities (based on time & materials) will be invoiced – up to the total contract amount.**

Final Alignment Topographic, Improvement & Design Survey

Capital Surveying will prepare an on the ground Topographic and Improvement Survey for the site, sufficient to allow for the preparation of a survey map and supplemental legal descriptions, if required. Capital Surveying will locate any monuments necessary to determine the boundary, obtain the location of improvements, utilities and topographical information on the property. Capital Surveying will review a title commitment provided by the client, address and note Schedule B items and plot the relevant easements that affect the tract on the existing survey. The topographic survey will include the topography needed (one foot contour intervals and grade breaks) to provide sufficient information for the contouring of the site. In the event that the site grades are relatively flat, spot elevations may be shown in lieu of contours This information will be displayed graphically on a survey map. The survey will also show encroachments across boundary lines, if any. A Texas Registered Professional Land Surveyor (R.P.L.S.) will direct all aspects of the survey. **The total estimated cost to complete the work described herein is \$33,500.00 (tax not applicable). Please note that these pricings are based on estimated quantities, and that only actual quantities (based on time & materials) will be invoiced – up to the total contract amount.**

Tree Survey

Capital Surveying will prepare an on the ground Tree Survey for the site. The tree survey will comprise a list limited to hardwood trees 8” and larger on the site with a tag number, tree diameter, species (common name) and location. Capital Surveying will be responsible for performing the tree surveying services and makes no claim that Capital Surveying employees are certified arborists. Client may choose to select and contract with a certified arborist under separate cover from this agreement. **The total estimated cost to complete the work described herein is \$8,000.00 (tax not applicable). Please note that these pricings are based on estimated quantities, and that only actual quantities (based on time & materials) will be invoiced – up to the total contract amount.**

Subsurface Utility Marking Location

Capital Surveying will prepare an on the ground survey to Locate Subsurface Utility Markings for the site. Capital Surveying will locate the markings made and indicated on the ground and per research discovery by Rios Group. Capital Surveying will coordinate with the Rios Group to locate their marks as prescribed. Capital Surveying will provided Rios Group with a digital file (CAD) of the locations with elevations and point data. Any permits, and street closures required for this project will be provided by the Rios Group. **The total estimated cost to complete the work described herein is \$8,000.00 (tax not applicable). Please note that these pricings are based on estimated quantities, and that only actual quantities (based on time & materials) will be invoiced – up to the total contract amount.**

Easement(s)

Capital Surveying will prepare a Metes and Bounds description and sketch for easements that may be required for utilities, drainage, access, etc. for this project. Capital Surveying will not prepare front-end documents or process easements for recordation. Because of the varying complexity of easements, it is difficult to fix a price for this service; however, for budgeting purposes, an estimated fee per easement has been provided. **The total estimated cost to complete the work described herein is \$2,500.00 (tax not applicable) per easement. Please note that these pricings are based on estimated quantities, and that only actual quantities (based on time & materials) will be invoiced – up to the total contract amount.**

Possible Routes



By signing below, Client agrees to the attached terms and conditions and authorizes work to commence. Please return to Capital Surveying at your earliest convenience.

Thank you for the opportunity to be of service. Should you have any questions, please feel free to call me directly at: (936) 238-9744.

Sincerely,



Fernando Perez, RPLS
Principal & CEO

Client Acceptance & Notice to Proceed

By:

Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Date: Click or tap to enter a date.

Schedule B - Capital Surveying Fee Schedule

Client shall pay Capital Surveying for its services pursuant to the terms below:

Labor

Capital Surveying shall charge for its services at an hourly rate as set forth below. These Rates are economic and market driven and are subject to change. Capital Surveying reserves the right to periodically adjust this fee schedule and Client agrees to pay Capital Surveying's adjusted fee schedule. *Two (2) hour minimum.

Description	Hourly Fee
Surveyor (RPLS)	\$225.00
Project Manager	\$200.00
Survey Technician	\$150.00
Two-Person Field Crew	\$250.00
Three-Person Field Crew	\$300.00
Administrative Assistant	\$100.00
Out-of-Town mileage	Current IRS Rates
Reproduction costs	\$0.20 per sq ft
Reimbursable Expenses	Cost plus a 10% fee

Reimbursable Expenses

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

September 3, 2025
Rev1

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

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

Dear Ms. Pandurangi:

The Rios Group, Inc. (TRG) is pleased to submit a revised cost proposal for Subsurface Utility Engineering (SUE) for the above referenced project. This revised proposal is based on information provided via email on August 22, 2025, and on September 2, 2025, as well as the August 26, 2025, project meeting.

Introduction

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

Scope of Work

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

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

To Include:

In general, SUE services are requested within the limits of the City of Pflugerville WW Club Interceptor project as shown in purple, orange, and blue on Exhibit B, attached to this revised proposal. The SUE will take place in two phases, preliminary engineering report (PER) and final design.

Preliminary Engineering Report

TRG will provide QLD SUE services along all three proposed alignments. The limits include a 60' wide corridor, centered on each of the proposed alignment routes. Additionally, TRG will complete up to 20 hours of QLB designating at specific conflict points identified by the Client during the PER Phase.

Final Design Phase

For the Final Phase of the project, TRG will provide full QLB SUE services along the selected alignment. The QLB SUE will be inclusive of QLC and QLD. The limits of the QLB SUE investigation include a 60' wide corridor along the selected alignment. For estimating purposes, TRG assumed the most complex alignment will be selected.

TRG has made the following assumptions for the SUE Services on this project:

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

This proposal also includes up to ten (10) QLA SUE test holes at location that will be provided by the Client following a review of the QLB SUE information. Five (5) QLA locations are included in the PER phase, five (5) QLA locations are included in the Final Design phase. TRG has made the following assumptions related to test hole excavations on this project:

- Test holes will be excavated using vacuum excavation equipment.
- All test holes will be accessible to truck/trailer-mounted vacuum excavation equipment. Any improvements required to access test hole locations (clearing, grading, mat installation, etc.) will be provided by others at no cost to TRG).
- Right-Of-Way (ROW) permits from the City of Pflugerville (City) will be required. TRG will obtain all required City permits and ensure that coordination and compliance with the City is provided.
- Designed traffic control plans will not be required.
- Traffic control measures will be required. TRG will acquire the services of a qualified Maintenance-Of-Traffic (MOT) Subcontractor, and ensure that adequate traffic control is provided.
- Pavement coring/repair will be required at up to five (5) locations. TRG can core pavement up to a depth of 12 inches. Asphalt surfaces will be repaired with an asphalt cold patch, and concrete cores will be epoxied in place, flush with the surrounding surface.
- The following items are specifically excluded from this scope of work: flowable fill for backfill of test holes, full-section pavement repair (including sidewalks)
- Due to the risk of damage, TRG will not attempt to probe or excavate test holes on AC water lines unless approval is obtained from the owner in advance.
- Excavation in rock, or to a depth greater than 18 feet, is considered beyond the scope of this proposal.

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

Deliverables

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

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

otherwise conveyed in other project deliverables, and recommendations to address data deficiencies.

Schedule

Preliminary Engineering Report

TRG can mobilize within three (3) weeks of receiving Notice-To-Proceed (NTP). TRG estimates that the QLD SUE work for the PER phase can be completed in thirty-five (35) working days, broken down as follows:

- Utility records research – 15 days
- QLD deliverable preparation – 20 days (following receipt of design survey from the Client)

TRG estimates that the QLB SUE work for the PER phase can be completed in seventeen (17) working days, broken down as follows:

- QLB field work – 2 days
- QLB deliverable preparation – 15 days (following receipt of survey data from the Client)

TRG estimates that the QLA SUE work for the PER phase can be completed in nineteen (19) working days, broken down as follows:

- Layout test holes – 1 day
- QLA field work – 3 days
- QLA deliverable preparation – 15 days (following receipt of survey data from the Client)

Final Design Phase

TRG estimates that the QLB SUE work for the final design phase can be completed in twenty-seven (27) working days, broken down as follows:

- QLB field work – 7 days
- QLB deliverable preparation – 20 days (following receipt of survey data from the Client)

TRG estimates that the QLA SUE work for the Final Design phase can be completed in nineteen (19) working days, broken down as follows:

- Layout test holes – 1 day
- QLA field work – 3 days
- QLA deliverable preparation – 15 days (following receipt of survey data from the Client)

Estimated Fee

The estimated cost for the PER phase described in this proposal is Twenty-Five Thousand Two Hundred Thirty-One Dollars and 26/100 (\$25,231.26). An itemized breakdown of cost is shown in Exhibit A2. The estimated cost for the Final Design phase described in this proposal is Thirty-Six Thousand Three Hundred Forty-Seven Dollars and 53/100. (\$36,347.53). An itemized breakdown of cost is shown in Exhibit A3. The total estimated cost to complete all work described herein is **Sixty-One Thousand Five Hundred Seventy-Eight Dollars and 79/100 (\$61,578.79)**. A summary of cost is provided in Exhibit A1. Please note that these pricings are based on estimated quantities, and that only actual quantities will be invoiced – up to the total Contract amount.

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

Respectfully,

The Rios Group, Inc.



Michael Andrews
Project Manager



THE RIOS GROUP

Estimate for Subsurface Utility Engineering
City of Pflugerville WW Club Interceptor
Summary
Pflugerville, Texas

EXHIBIT A1

PER Phase Cost Estimate	\$ 25,231.26
Final Design Phase Cost Estimate	\$ 36,347.53
Total Estimated Cost	\$ 61,578.79



THE RIOS GROUP

Estimate for Subsurface Utility Engineering
City of Pflugerville WW Club Interceptor
PER Phase
Pflugerville, Texas

EXHIBIT A2

Hourly Office Labor	<i>Rate</i>	<i>Assumed Quantity</i>	<i>Unit of Measure</i>	<i>Sub-Total</i>
Supervisory Engineer	\$ 199.62	2	HR	\$ 399.24
Senior SUE Project Manager	\$ 194.19	2	HR	\$ 388.38
SUE Project Manager	\$ 159.76	8	HR	\$ 1,278.08
Professional Engineer	\$ 171.76		HR	\$ -
Assistant Project Manager	\$ 112.02	12	HR	\$ 1,344.24
Engineer in Training	\$ 114.77		HR	\$ -
CADD Technician	\$ 80.81	60	HR	\$ 4,848.60
Senior CADD Technician	\$ 102.37		HR	\$ -
Engineering Technician	\$ 64.59	8	HR	\$ 516.72
Field Manager	\$ 125.75	8	HR	\$ 1,006.00
Administrative Specialist	\$ 90.72		HR	\$ -
Sub-Total				\$ 9,781.26
Direct Expenses				
	<i>Rate</i>	<i>Assumed Quantity</i>	<i>Unit of Measure</i>	<i>Sub-Total</i>
ROW Permit	\$ 750.00	1	EA	\$ 750.00
Signs/Barricades	\$ 1,500.00	1	DAY	\$ 1,500.00
Sub-Total				\$ 2,250.00
QL"B" SUE Designating				
	<i>Rate</i>	<i>Assumed Quantity</i>	<i>Unit of Measure</i>	<i>Sub-Total</i>
One Designating Person	\$ 168.00	25	HR	\$ 4,200.00
Two Person Designating Crew	\$ 262.00	0	HR	\$ -
Sub-Total				\$ 4,200.00
QL"A" SUE Test Holes				
Unit Rate - Depth	<i>Outside Pavement Rate</i>	<i>Assumed Quantity</i>	<i>Unit Of Measure</i>	<i>Sub-Total</i>
0 - 5 feet	\$ 1,380.00	2	EA	\$ 2,760.00
5 - 8 feet	\$ 1,680.00	2	EA	\$ 3,360.00
8 - 13 feet	\$ 2,100.00	1	EA	\$ 2,100.00
13 - 20 feet	\$ 2,700.00	0	EA	\$ -
Over 20 feet	\$ 3,200.00	0	EA	\$ -
Pavement Coring	\$ 390.00	2	EA	\$ 780.00
Test Hole Total		5		
Sub-Total				\$ 9,000.00
Total Estimated Cost				\$ 25,231.26



THE RIOS GROUP

Estimate for Subsurface Utility Engineering
City of Pflugerville WW Club Interceptor
Final Design Phase
Pflugerville, Texas

EXHIBIT A3

Hourly Office Labor	<i>Rate</i>	<i>Assumed Quantity</i>	<i>Unit of Measure</i>	<i>Sub-Total</i>
Supervisory Engineer	\$ 199.62	2	HR	\$ 399.24
Senior SUE Project Manager	\$ 194.19	2	HR	\$ 388.38
SUE Project Manager	\$ 159.76	8	HR	\$ 1,278.08
Professional Engineer	\$ 171.76		HR	\$ -
Assistant Project Manager	\$ 112.02	16	HR	\$ 1,792.32
Engineer in Training	\$ 114.77		HR	\$ -
CADD Technician	\$ 80.81	40	HR	\$ 3,232.40
Senior CADD Technician	\$ 102.37		HR	\$ -
Engineering Technician	\$ 64.59	4	HR	\$ 258.36
Field Manager	\$ 125.75	5	HR	\$ 628.75
Administrative Specialist	\$ 90.72		HR	\$ -
Sub-Total				\$ 7,977.53
Direct Expenses				
	<i>Rate</i>	<i>Assumed Quantity</i>	<i>Unit of Measure</i>	<i>Sub-Total</i>
ROW Permit	\$ 750.00	2	EA	\$ 1,500.00
Signs/Barricades	\$ 1,500.00	2	DAY	\$ 3,000.00
Sub-Total				\$ 4,500.00
QL"B" SUE Designating				
	<i>Rate</i>	<i>Assumed Quantity</i>	<i>Unit of Measure</i>	<i>Sub-Total</i>
One Designating Person	\$ 168.00	55	HR	\$ 9,240.00
Two Person Designating Crew	\$ 262.00	20	HR	\$ 5,240.00
Sub-Total				\$ 14,480.00
QL"A" SUE Test Holes				
Unit Rate - Depth	<i>Outside Pavement Rate</i>	<i>Assumed Quantity</i>	<i>Unit Of Measure</i>	<i>Sub-Total</i>
0 - 5 feet	\$ 1,380.00	2	EA	\$ 2,760.00
5 - 8 feet	\$ 1,680.00	2	EA	\$ 3,360.00
8 - 13 feet	\$ 2,100.00	1	EA	\$ 2,100.00
13 - 20 feet	\$ 2,700.00	0	EA	\$ -
Over 20 feet	\$ 3,200.00	0	EA	\$ -
Pavement Coring	\$ 390.00	3	EA	\$ 1,170.00
Test Hole Total		5		
Sub-Total				\$ 9,390.00
Total Estimated Cost				\$ 36,347.53

Exhibit B

Proposed Alignment
Routes



EXHIBIT C DEFINITIONS & DATA LIMITATIONS

Subsurface Utility Engineering (SUE) Quality Level Definitions

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

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

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

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

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

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

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

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

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

Acronyms and Special Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

General Data Limitations

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

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

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

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

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

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

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



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

September 4, 2025
Arias Project No. 2025-546

VIA Email: adensler@KFriese.com

Ms. Allison Densler, PE
Project Engineer
K Friese + Associates
1120 S. Capital of Texas Highway, CityView 2, Suite 100
Austin, TX 78746

RE: Proposal for Geotechnical Engineering Services
City of Pflugerville CIP Project #WW2602 – 12-Inch Club Wastewater Interceptor
Pflugerville, TX

Dear Ms. Densler,

Arias & Associates, Inc. (Arias) is pleased to provide this proposal for geotechnical engineering services for the above-referenced project. Our understanding of the project is based on the information provided by you, including a map of potential alignments and the requested field investigation. The following sections present our understanding of the project, proposed scope of services, fee compensation requirements, and schedule.

Project Information

The project will include the design and construction of a 12" Wastewater Interceptor from the existing lift station at 1201 S. Heatherwilde Blvd to East Wells Branch Parkway east of 10th Street in Pflugerville, Texas. We understand the project is in preliminary stages and is considering three alignment options ranging from approximately 5,500 to 6,500 LF.

The open cut method will be used across the majority of the alignment. We anticipate that trenchless installations will be utilized at one to three locations. We have assumed that the invert depth of the planned Wastewater Interceptor will be a maximum 15-ft below existing ground.

Proposed Investigation

The proposed alignment is mapped as being underlain by Austin Chalk (Kau) along the alignment. Based on our understanding of the planned construction, we propose the following drilling scope.

Borings	No. of Borings	Boring Depth (ft)	Footage
Alignment	10	40	400
Total			400

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

Borings are planned to be drilled inside private properties and in the Right of Way. Traffic control will be required for borings in existing roadway Right of Way. We will obtain permits in accordance with City of Pflugerville program. Any modifications to the standard traffic controls plans are beyond the scope of this proposal and will be performed by others if required.

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

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

Laboratory testing will be performed on recovered samples selected by the geotechnical engineer to aid in soil classification and to measure engineering properties. Laboratory testing is expected to include moisture content, Atterberg limits, fines content (percent passing the No. 200 sieve), unconfined compression strength testing, hydrometer analysis, and corrosion testing. The actual laboratory program will depend upon the type of soils encountered.

One (1) piezometer will be installed at one boring location which is yet to be determined. Readings of the piezometer will occur weekly for a period of one month after completion of drilling, and monthly for a duration of twelve months. If requested, we can perform additional readings on a time and material basis.

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

Reporting

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

Geotechnical Data Report (GDR):

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

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

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

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

This proposed scope of work does not include a Geotechnical Baseline Report (GBR) for trenchless installations. GBR will be prepared by others if necessary. It is also understood that in case of any disturbance to the existing detention embankments along the alignment during the fieldwork for the proposed scope, an embankment analysis will be performed as an additional service.

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

Proposed Fee

We propose that the fee to perform the above outline preliminary scope of services be on a time and material basis not to exceed (NTE) **\$65,075.00**. A Geotechnical Cost Breakdown is presented on the attached Exhibit A. Please note that for invoicing purposes the estimated quantities in the Geotechnical Cost Breakdown may vary (increase or decrease), depending on the actual level of effort needed to perform each item, but the NTE amount will remain the same (**\$65,075.00**).

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

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

- Some borings will require traffic control. We will obtain a right of way permit prior to drilling.
- Boring/piezometer locations will be clear and accessible to our truck-mounted drilling equipment. No cost of clearing or the corresponding permit fees for clearing of vegetation, trees, brush or debris is included in this proposal;
- The ground at the time of the field investigation should be dry and strong enough to support the weight of the drilling and support vehicles. Otherwise, the client will be informed about the need to utilize an all-terrain vehicle to access boring locations;
- We will be provided with maps of existing known public and private utilities, and we will notify Texas 811 at least 72 hours prior to drilling;
- We will obtain City of Pflugerville Right of Way permits, as appropriate, prior to drilling;
- Right of Entry (ROE) to access the boring locations will be obtained by others prior to our mobilization; and
- Drilling will be performed Monday to Friday from 8 am to 5 pm.

Schedule

Upon receiving written authorization and ROE, and weather and site conditions permitting, we can initiate our field investigation within 2 weeks. Permit submittal and approval through the City of Pflugerville Right of Way office is expected to take 2 to 3 weeks. Drilling of the boreholes will take up to 1 week. Laboratory testing will take another 2 weeks. We anticipate submitting a draft report within 7 weeks of receipt of written authorization and ROE. We will keep you verbally informed of our findings as they become available.

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

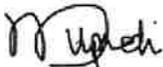
Proposal Acceptance

We understand that proposal authorization and contract terms will be established per K Friese + Associates' Subcontract for Professional Services. We will begin work upon receipt of a signed copy of the subcontract. Please attach this proposal to the subcontract and email it to mahima.upreti@ariasinc.com.

Should you have any questions, please do not hesitate to contact Mahima Upreti, E.I.T at (512) 457-9708. We appreciate the opportunity provided and look forward to becoming an integral part of the Project Team.

Sincerely,

ARIAS & ASSOCIATES, INC.
TBPE Registration No: F-32



Mahima Upreti, E.I.T.
Geotechnical Engineer



John S Landwermeyer, P.E.
Managing Principal Austin Operations

Attachments:

Exhibit A – Geotechnical Cost Breakdown



**Exhibit A - Geotechnical Cost Breakdown
City of Pflugerville Wastewater Interceptor
Pflugerville, Texas**

Task	Item Description	Est. Qty.	Unit	Unit Price	Est. Total Price
1 Field Exploration					
1.1 Planning and Coordination					
	Engineer in Training I (One-Call, Drilling Plan)	10	hr	\$ 125.00	\$ 1,250.00
	Engineering Technician I (Geo. Logger) (Staking Borings, Clearing Utilities)	12	hr	\$ 85.00	\$ 1,020.00
	Support Truck (Arias)	3	ea	\$ 65.00	\$ 195.00
	Excavation Permit (COP permits)	2	ea	\$ 500.00	\$ 1,000.00
	Principal Engineer	2	hr	\$ 225.00	\$ 450.00
	1.1 Subtotal				\$ 3,915.00
1.2 Drilling and Sampling					
	Rig Mobilization, Truck-mounted Rig	2	ea	\$ 550.00	\$ 1,100.00
	Soil Drilling 0 to 35 ft	50	ft	\$ 24.00	\$ 1,200.00
	Rock Coring 0 to 40 ft	350	ea	\$ 32.00	\$ 11,200.00
	Drilling Support Truck	7	day	\$ 175.00	\$ 1,225.00
	Drilling Standby	0	hr	\$225	\$ -
	Engineering Technician I (Geo Logger)	56	hr	\$ 85.00	\$ 4,760.00
	Truck (Arias - Logger)	7	ea	\$ 65.00	\$ 455.00
	1.2 Subtotal				\$ 19,940.00
1.3 Traffic Control					
	Traffic Control Services, Arrow Boards and Attenuator Trucks	5	ea	\$ 2,800.00	\$ 14,000.00
	1.3 Subtotal				\$ 14,000.00
1.4 Observation Wells Construction					
	Observation Well, 2"-diameter 40 ft deep	40	ft	\$ 22.00	\$ 880.00
	Flush Mounted Well Pad (2'8"x2'8")	1	ea	\$ 450.00	\$ 450.00
	Wells maintenance	1	ea	\$ 400.00	\$ 400.00
	Plug/Abandon Well (Minimum Daily Rig Charge), per TDLR	1	ea	\$ 1,800.00	\$ 1,800.00
	1.4 Subtotal				\$ 3,530.00
1.5 Observation Well Readings and Reports (Weekly for 1 month and monthly thereafter for 1 year)					
	Engineering Technician (Readings)	20	hr	\$ 85.00	\$ 1,700.00
	Trip Charge	15	ea	\$ 65.00	\$ 975.00
	Engineer in Training (Reporting)	12	hr	\$ 125.00	\$ 1,500.00
	Principal Engineer	2	hr	\$ 225.00	\$ 450.00
	1.5 Subtotal				\$ 4,625.00
	Field Exploration TOTAL:				\$ 46,010.00
2 Laboratory Soil Testing					
2.1 Arias Laboratory					
	Moisture Content (ASTM D2216)	20	ea	\$ 20.00	\$ 400.00
	Atterberg Limits (ASTM D4318)	20	ea	\$ 80.00	\$ 1,600.00
	Particle Gradation, Including No. 200 sieve (ASTM D422)	20	ea	\$ 80.00	\$ 1,600.00
	Unconfined Compressive Strength (rock or soil) (ASTM D7012 or D2166)	10	ea	\$ 75.00	\$ 750.00
	Hydrometer Analysis (ASTM D7928)	6	ea	\$ 200.00	\$ 1,200.00
	Soluble Sulfate (TEX 145-E)	2	ea	\$ 80.00	\$ 160.00
	Soluble Chloride (ASTM D512)	2	ea	\$ 70.00	\$ 140.00
	Soil pH (TEX-128-E)	2	ea	\$ 65.00	\$ 130.00
	Laboratory Resistivity (ASTM G57)	2	ea	\$ 85.00	\$ 170.00
	Engineer in Training	4	hr	\$ 125.00	\$ 500.00
	2.1 Subtotal				\$ 6,650.00
	Laboratory Testing TOTAL:				\$ 6,650.00
3 Engineering and Reporting					
3.1 Geotechnical Data Report (GDR)					
	Principal Engineer	4	hr	\$ 225.00	\$ 900.00
	Project Geotechnical Engineer	16	hr	\$ 185.00	\$ 2,960.00
	Engineer in Training I	24	hr	\$ 125.00	\$ 3,000.00
	Administrative Assistant I	5	hr	\$ 75.00	\$ 375.00
	3.2 Subtotal				\$ 7,235.00
3.2 Geotechnical Data Memorandum (GDM)					
	Principal Engineer	2	hr	\$ 210.00	\$ 420.00
	Geotechnical Project Manager	14	hr	\$ 175.00	\$ 2,450.00
	Engineer in Training	18	hr	\$ 120.00	\$ 2,160.00
	Administrative Assistant I	2	hr	\$ 75.00	\$ 150.00
	3.2 Subtotal				\$ 5,180.00
	Engineering TOTAL:				\$ 12,415.00
Project Total					\$ 65,075.00



August 29, 2025

Attention: Shwetha Pandurangi, PE, CFM
Lochner
1120 S. Capital of Texas Highway
City View 2, Suite 100
Austin, TX 78746

Dear Ms. Pandurangi,

Reference: 12-inch Club Wastewater Interceptor – Proposal for Environmental Services

Stantec Consulting Services Inc. (Stantec) is pleased to submit this proposal to provide environmental services for the above-referenced project.

Project Understanding

The proposed project would install a 12-inch wastewater interceptor line beginning near the existing lift station on South Heatherwilde Boulevard and ending near the intersection of Wells Branch Parkway and 10th Street. There are currently three routes under consideration. The approximate alignment of each is depicted in the attached exhibit.

Stantec understands that the project area is in the Extraterritorial Jurisdiction of the City of Austin and is subject to the City of Austin's permitting process. Additionally, Stantec understands the City of Pflugerville intends to request Water Infrastructure and Innovation Act (WIFIA) funding and that the project will require compliance with the WIFIA program's Programmatic Environmental Assessment (PEA). Because the WIFA is administered by the Environmental Protection Agency (EPA), the project would be subject to the National Environmental Policy Act and the National Historic Preservation Act.

This proposal is structured to provide services in two phases: a preliminary and final design phase. Services in the preliminary phase will cover the three alternative routes and will consist of desktop research into potential environmental constraints and regulatory compliance commitments. An Environmental Constraints Analysis Report will be produced that summarizes applicable local, regional, state, and federal regulations. The report will pay particular attention to compliance with WIFIA requirements. The Environmental Constraints Analysis Report will also include a comparison of the three alternative routes and the environmental compliance commitments of each.

Preliminary Phase – Environmental Constraints Analysis

Stantec will review published sources to determine the likely presence of regulated environmental resources in the project area. Sources will include, but are not limited to, the Historic Sites Atlas administered by the Texas Historical Commission, the Travis County's Central Appraisal District, historic aerial imagery and topographic maps, Travis County soil survey data, the Geologic Database of Texas, the National Wetlands Inventory, the National Hydrography Dataset, protected species lists developed by the U.S. Fish and Wildlife Service and the Texas Parks and Wildlife Department, hazardous materials databases administered by the Texas Commission on Environmental Quality and the U.S. Environmental Protection Agency, and City of Austin environmental resource databases.

Stantec will prepare an Environmental Constraints Analysis Report that will summarize the findings and likely environmental commitments associated with the project and the three alternative routes. Stantec will assist with identification of construction buffers identified in the Land Development Code including Critical Environmental Feature and Critical Water Quality Zone buffers.

Design Phase – PEA Questionnaire and City of Austin ERI

Environmental Resource Inventory

Stantec natural resource specialists will collect desktop and field data to determine the presence of Critical Environmental Features and other regulated areas that are reviewed as part of an Environmental Resource Inventory. Field investigations will accommodate the 150-foot study area buffer where feasible and allowed by right-of-entry. Areas that are not physically accessible will be assessed through desktop research and observation from nearby accessible areas.

This scope of work does not provide for variance applications or completion of functional assessments.

PEA Questionnaire and Checklist

Historic Resources

Professional historians will review published data including the Texas Historical Sites Atlas, historical maps, and County Tax Assessor data to determine whether the project area includes built resources (e.g., houses, canals, culverts) that are listed in the National Register of Historic Places (NRHP); are of historic-age based on the project let date; designated as National Historic Landmarks, State Antiquities Landmarks, Registered Texas Historic Landmarks; included in TxDOT's previously surveyed historic districts or properties; or are historic bridges. Historians will prepare either a Summary Letter to be submitted to the Texas Historical Commission (THC), which also serves as the State Historical Preservation Office (SHPO) for federal actions. This scope assumes that there are no historic-age properties in the APE requiring survey. If a survey is required, this investigation could be conducted under a separate scope and fee.

Archaeological Resources

In order to comply with the Antiquities Code of Texas §26.4 and Section 106 of the National Historic Preservation Act, as amended, Stantec anticipates that an Intensive Archaeological Resource Survey will be required. All archaeological staff for this project meet or exceed the qualifications set forth in the Secretary of the Interior's *Professional Qualifications Standards for Archaeology* and supervised by an archaeologist who meets the Professional Qualifications and Requirements listed in the Texas Administrative Code (TAC) §26.4 and who is approved by the Texas Historical Commission (THC) as a Principal Investigator. Stantec archaeologists will conduct database and map searches for archaeological resources (e.g., cemeteries, archeological sites, historical markers, and resources listed on the NRHP or as State Archeological Landmarks [SALs]) using the *Restricted Texas Archaeological Sites Atlas*, as well as historical maps and imagery of the project area. This information will be used to summarize known archaeological resources in the area. This summary will be combined with field survey recommendations and submitted to the THC as part of a Texas Antiquities Permit Application (TAP).

After a valid TAP is obtained, an Intensive Archaeological Survey will be carried out and documented per THC and Council of Texas Archaeologists (CTA) guidelines. Due to the depth of local soils and the lack of development in the project area, Stantec anticipates that backhoe trenching will be required in addition to shovel testing. Stantec assumes that right-of-way and/or easement acquisition will occur after fieldwork and that collection of artifacts will not be required, and all artifacts will be photographed and documented in the field then returned to their original locations; this also assumes records-only curation will be required.

Tribal Coordination

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

Reference: 12-inch Club Wastewater Interceptor – Proposal for Environmental Services

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

Socioeconomics

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

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

Surface Water Resources

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

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

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

Geologic Assessment

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

Endangered Species Act Compliance

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

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

Reference: 12-inch Club Wastewater Interceptor – Proposal for Environmental Services

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

Hazardous Materials

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

PEA Questionnaire

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

Additional Exclusions and Assumptions

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

- Deliverables will be submitted in electronic format.
- The Engineer will provide adequate, geo-referenced files of the project area boundary that will include all existing and proposed easements, both permanent and temporary.
- Right-of-entry will be coordinated by others and will be adequate to cover the Stantec's required activities.
- No public outreach or public involvement required.
- No materials sampling or testing as part of hazardous materials investigations.
- No intensive-level archival research, NRHP nominations, HABS/HAER documentation, archeological monitoring, testing, or data recovery, required.
- No human remains evaluation/coordination/removal required.
- No Phase I, II, or III Environmental Site Assessments.
- No presence/absence surveys for protected species.
- No construction-phase services (including archeological monitoring).

Reference: 12-inch Club Wastewater Interceptor – Proposal for Environmental Services

Summary

Stantec will provide the services listed above for a fee not to exceed \$83,436.50, to be billed on a time and materials basis.

The Preliminary Phase services would be provided for a fee not to exceed \$13,572.00

The Design Phase services would be provided for a fee not to exceed \$69,864.50.

The attached spreadsheet provides details of the anticipated fee distribution by staff and task.

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

Regards,

Stantec Consulting Services Inc..



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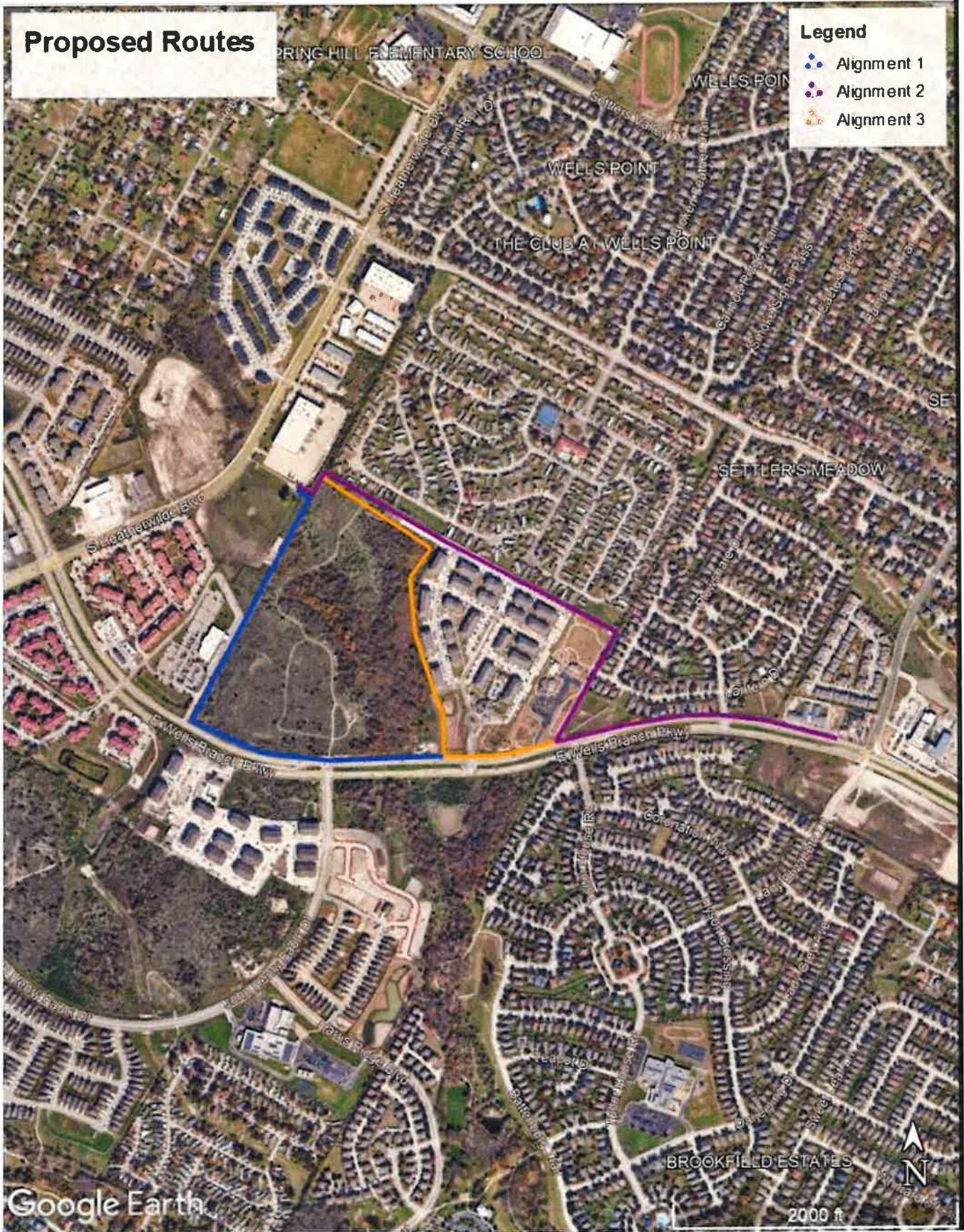
Emily Reed
Principal
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Attachments:
Alignment exhibit
Fee estimate

Proposed Routes

Legend

- Alignment 1
- Alignment 2
- Alignment 3





FEE ESTIMATE - 12-inch Club Wastewater Interceptor

Task Name	Units	Supervising Principal	Project Manager	Archaeological PI	Archaeologist	Geologist	Environmental Scientist II	Ecologist II	Ecologist I	GIS Manager	GIS Analyst	Administrative Assistant	Managing Historian	Historian	Records Procurement	Messenger	Curator (per drawer-inch)	Backhoe & Operator (per day)
Project Billing Rate (T&M)	\$200.00	\$163.00	\$172.00	\$130.00	\$146.00	\$155.00	\$130.00	\$126.00	\$176.00	\$155.00	\$130.00	\$163.00	\$146.00	\$650.00	\$0.70	\$260.00	\$2,500.00	
Total Units (T&M)	8.00	48.00	42.00	60.00	50.00	72.00	150.00	38.00	2.00	29.00	16.00	8.00	28.00	1.00	375.00	2.00	1.00	
Fee (T&M)	\$1,600.00	\$7,824.00	\$7,224.00	\$7,800.00	\$7,300.00	\$11,160.00	\$19,500.00	\$4,788.00	\$352.00	\$4,340.00	\$2,224.00	\$1,304.00	\$4,088.00	\$650.00	\$282.50	\$520.00	\$2,500.00	

Task Name	Units	94.00	40.00	20.00	16.00	4.00	16.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00
Preliminary Phase Services		16.00	2.00	12.00	10.00	8.00	30.00	2.00	2.00	4.00								

Design Phase Services	Units	2.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00
Historic Resources	2.00																	
Archaeological Resources			36.00	48.00														
Tribal Coordination Letters			4.00															
Water Resources																		
Biology						8.00	24.00	16.00										
Socioeconomics						16.00	20.00	16.00										
Herzmal						8.00	4.00											
PEA Questionnaire	2.00	20.00				20.00	24.00											

COA Env. Resrc. Inventory	Units	8.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00
Field/Desktop Data Collection	8.00																	
ERI Prep	4.00																	
Project Management	4.00																	

Project Summary	Hours	Labour	Expense	Subs	Total
Preliminary Phase	94.00	\$13,572.00	\$0.00	\$0.00	\$13,572.00
Design Phase	496	\$65,932.00	\$1,432.50	\$2,500.00	\$69,864.50
TOTAL	590.00	\$79,504.00	\$1,432.50	\$2,500.00	\$83,436.50

Task Type	Hours	Labour	Expense	Subs	Total
Preliminary Phase - Total	94.00	\$13,572.00	\$0.00	\$0.00	\$13,572.00
Design Phase - Total	352.00	\$50,908.00	\$1,432.50	\$2,500.00	\$54,840.50

Design Phase Sub-Task	26.00	\$4,008.00	\$52.50	\$0.00	\$4,060.50
Design Phase Sub-Task	88.00	\$13,052.00	\$572.50	\$2,500.00	\$16,124.50
Design Phase Sub-Task	12.00	\$1,856.00	\$0.00	\$0.00	\$1,856.00
Design Phase Sub-Task	52.00	\$6,996.00	\$52.50	\$0.00	\$7,048.50
Design Phase Sub-Task	76.00	\$10,600.00	\$52.50	\$0.00	\$10,652.50
Design Phase Sub-Task	8.00	\$1,040.00	\$0.00	\$0.00	\$1,040.00
Design Phase Sub-Task	20.00	\$2,856.00	\$702.50	\$0.00	\$3,558.50
Design Phase Sub-Task	70.00	\$10,500.00	\$0.00	\$0.00	\$10,500.00

COA ERI - Total	84.00	\$12,000.00	\$0.00	\$0.00	\$12,000.00
COA ERI - Sub-Task	44.00	\$6,484.00	\$0.00	\$0.00	\$6,484.00
COA ERI - Sub-Task	40.00	\$5,516.00	\$0.00	\$0.00	\$5,516.00
Project Management	20.00	\$3,024.00	\$0.00	\$0.00	\$3,024.00

44.00
40.00
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94.00