



December 19, 2024

Mr. Billy Hornung, P.E., Project Engineer
City of Seguin
205 N. River Street
Seguin, TX 78155

RE: City of Seguin, Texas: Love's Force Main Relocation Project
Final Engineering Design - Contract Amendment No. 3

Dear Mr. Hornung:

This letter presents Trihydro Corporation's (Trihydro) proposal for Subsurface Utility Investigation Services. This is to be performed as an additional service for the Love's Force Main Relocation Project Final Engineering Design Project. These services will include locating the existing 16-inch CPS Energy gas line through potholing, survey utility locations, and incorporating findings into final design documents. Additionally, we will verify location of the gas line underneath the Guadalupe River at proposed force main crossing locations and along sections where horizontal separation is less than 10-feet from the proposed force main. Listed below are tasks added to the existing scope of work.

SCOPE OF WORK

The additional scope of work includes hydro-excavation services to locate the CPS Energy gas line, additional surveying, and updating final design plans. Trihydro will subcontract with Badger Excavating for the hydro-excavation services.

The tasks below are intended to supplement the current design services provided by Trihydro on the Love's Force Main Relocation Project Final Engineering Design Project. The scope of work provided in the tasks below will be incorporated into the tasks on the current contract.

Task A100 –Surveying and Field Investigation

This task will involve collecting survey data to determine the location and elevation of the existing CPS Energy gas line. Trihydro's surveyors based in New Braunfels will accomplish this task in a half day. Data collected in the field will be integrated into the proposed force main alignment and coordinated with CPS Energy.

Task A300 – Final Design and Permitting

Trihydro will incorporate findings from the subsurface utility investigation into final design plans. For this task, Trihydro will update the plan and profile sheets to display horizontal and vertical locations of



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located CPS Energy gas line. Trihydro assumes that no major revisions to the alignment will be required as a result of the subsurface utility investigation.

Additional Task A600 – Subsurface Utility Investigation

Trihydro will coordinate with Badger Daylighting Corp (Badger) to conduct 16 potholes by method of hydro-excavation. Trihydro will coordinate pothole locations in advance of mobilization. The following will be completed under this task:

- Right of Way excavation permitting.
- Traffic control will be provided prior to pothole operation.
- Potholes will be backfilled per CPS Energy guidance.
- A 4-inch polyvinyl chloride (PVC) vertical pipe will be placed on top of each gas pothole as a survey data collection port.

The following assumptions were made for this task:

- Potholes are up to six feet in depth.
- Private property access will be provided by the City of Seguin prior to mobilization.
- This work will be complete in one mobilization.
- Work will not be performed in adverse weather conditions.

Trihydro will mobilize a survey field crew for data collection once the pothole operation is complete. The vertical pipes will be left in place. The potholing proposal provided by Badger is attached.

FEE ESTIMATE

Our estimated fee for the additional services is **\$47,014**. The design services contract will increase from \$281,010 to \$328,024. Our fee is based on the tasks outlined above, attached hourly rates, and expenses. Invoices will be prepared on a time and materials basis with a cost not to exceed the estimated amount without written authorization. The fee by task includes:

- Task A100, Additional Surveying and Field Investigation – \$1,258
- Task A300, Final Design and Permitting – \$2,383
- Additional Task A600, Subsurface Utility Investigation – \$43,373



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These services shall be governed by the terms and conditions of the Master Services Agreement between the Trihydro Corporation and City of Seguin dated June 7, 2022. Please call us at (830) 626-3588 if you have questions.

Authorized By: _____
City of Seguin

Authorized Date: _____

Sincerely,
Trihydro Corporation

Hank Crippen, P.E.
Project Manager

Jason Vreeland, P.E.
Project Director

SEGUI-023-0001

Attachments

ATTACHMENT 1

TRIHYDRO TEXAS STANDARD SCHEDULE OF CHARGES

JANUARY 1, 2019 - DECEMBER 31, 2022^{2, 3, 4}

<u>PERSONNEL</u>	<u>UNIT RATE^{1,7}</u>
Senior Principal-----	240.00/hour
Principal-----	220.00/hour
Project Principal-----	210.00/hour
Technical Specialist 4-----	250.00/hour
Technical Specialist 3-----	240.00/hour
Technical Specialist 2-----	225.00/hour
Technical Specialist 1-----	200.00/hour
Professional Level 12-----	197.00/hour
Professional Level 11-----	185.00/hour
Professional Level 10-----	178.00/hour
Professional Level 9-----	170.00/hour
Professional Level 8-----	165.00/hour
Professional Level 7-----	160.00/hour
Professional Level 6-----	155.00/hour
Professional Level 5-----	144.00/hour
Professional Level 4-----	132.00/hour
Professional Level 3-----	125.00/hour
Professional Level 2-----	115.00/hour
Professional Level 1-----	105.00/hour
Technician Level 8-----	130.00/hour
Technician Level 7-----	125.00/hour
Technician Level 6-----	115.00/hour
Technician Level 5-----	105.00/hour
Technician Level 4-----	96.00/hour
Technician Level 3-----	87.00/hour
Technician Level 2-----	78.00/hour
Technician Level 1-----	65.00/hour
Administrative 4-----	83.00/hour
Administrative 3-----	75.00/hour
Administrative 2-----	68.00/hour
Administrative 1-----	60.00/hour
 <u>EXPENSES</u>	
Subcontracts (Labor, Equipment and Services)-----	Cost + 15%
Shipping (i.e. Documents, Equipment, Supplies)-----	Cost
 <u>TRAVEL EXPENSES</u>	
Meal Per Diem ⁶ -----	\$55/day/person
Airline Tickets-----	Cost
Hotel/Motel-----	Cost
Rental Vehicle-----	Cost
 <u>FIELD EXPENSES AND EQUIPMENT</u>	
Consumable Field Supplies-----	Cost + 15%
Rental Equipment-----	Cost + 15%
Purchased Equipment-----	Cost + 15%
Company Field Instruments, Equipment, Vehicles, etc.-----	See Field Charge Sheet
Consumable Field Supplies and PPE-----	See Field Charge Sheet
Company Vehicles (daily) ⁵ -----	Project Specific
Company Vehicles (monthly)-----	Project Specific

1. The above charges include fringe benefits, overhead and profit. No multiplier is used for billing.
2. An annual escalation rate less than or equal to 5% will be applied to these rates for multi-year projects and contracts.
3. Payment of invoices shall be due within thirty days; delinquent amounts due shall accrue a late charge of 1 1/2% per month from date of invoice.
4. The rates in this Schedule of Charges are subject to change on December 31, 2022.
5. Miles are charged at the IRS reimbursement rate and are subject to change throughout the year.
6. Any International travel meal per diem will be at cost.
7. Expert testimony services, including but not limited to review and preparation of documents, preparation for and time spent in depositions, and preparation for and time spent during arbitration or trial testimony, as well as related research and evaluation, shall be charged at 2.0 times the individual's billing level.

ATTACHMENT 2



Badger Hydrovac Statement Of Work

United States

RE: Master Services Agreement

Prepared By:	Matthew Dlouhy
Email:	jhance@badgerinc.com
Phone:	512-800-1397
Date:	12/11/2024
Estimate Number:	CPQ-129933v4
Project Name:	TRIHYRO CORPORATION Gas Line Potholes in Seguin, Texas for Force Main Relocation



Statement of Work Exclusively For:
 TRIHYDRO CORPORATION
 Account #: 7086119
 John Moss EIT

Prepared By:
 jhance@badgerinc.com

JMoss@trihydro.com
 +1 (830) 626-3588

12/11/2024

This Statement of Work is entered into with reference to that certain Master Services Agreement by and between TRIHYDRO CORPORATION and Badger Daylighting Corp. Unless otherwise provided for herein, this Statement of Work shall be governed by the terms of the Master Services Agreement and the Standard Terms and Conditions referenced therein.

Scope Of Work

Badger will be potholing at the direction of Trihydro. 16 potholes estimated at a depth up to 6' deep. Badger will provide backfill to fill around a 4in pvc story pole. Badger will provide a 2 man hydro crew with an additional operator and dump truck. Water and Disposition will be provided by Badger. This project will require traffic control that Badger will also provide.

In the event the client exceeds the 8 hour agreement OT rates will apply. A 12-hour cancellation notice is required or a 4-hour minimum will be billed per unit. All work is done with ideal weather and ground conditions. Billing is port to port by the hour unless otherwise noted. Operators adhere to D.O.T. regulations, limited to 14 hours per day/operator (rotation available upon request).

- ***8HR port to port hourly quote.
 - ***Any delays onsite outside of Badger's control will be in addition to total.
 - ***Any required training will be billed at cost.
 - ***Any weekends or nightwork will be billed at the OT rates.
 - ***This estimate is for budgetary purposes, all work will be billed at T&M.
 - ***By accepting this quote you are accepting Terms and Conditions of this proposal.
- This is a multiple day job. Number of days: 5

Service Item	Item Description	Unit Cost	UOM	Quantity	Amount
BADGER HYDROVAC WITH OPERATOR	Up to 8 hours port to port	\$253.98	HR	40.0	\$10,159.20
BADGER HYDROVAC WITH OPERATOR OVERTIME	OT after 8 hours port to port	\$280.50	HR	15.0	\$4,207.50
ADDITIONAL OPERATOR	reg time up to 8 hrs port to port	\$58.34	HR	40.0	\$2,333.60
ADDITIONAL OPERATOR OVERTIME	OT after 8 hours port to port	\$84.15	HR	10.0	\$841.50
DISPOSITION	as needed	\$200.00	EA	5.0	\$1,000.00
BACKFILLING	Includes Additional Operator, Dump truck, and backfill	\$195.00	EA	7.0	\$1,365.00
CONSUMABLE MATERIALS	Per Operator/Per Day	\$28.05	EA	10.0	\$280.50
FLUCTUATING FUEL RECOVERY		\$2,741.96	EA	1.0	\$2,741.96
SUPPLY WATER	As needed	\$112.20	EA	5.0	\$561.00
REMOTE HOSE	6" Diameter	\$5.05	FT	100.0	\$505.00
ADDITIONAL SERVICE - TRAFFIC CONTROL	Traffic Control Per Day (TMA+4 man Crew)	\$2,744.14	DAY	5.0	\$13,720.70



Total	\$37,715.96
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General Notes, Conditions, & Badger Responsibilities:

1. Travel rates apply when traveling from the closest Badger Operation to the client's project site.
2. Badger will off load material at a contracted facility. Travel to and from a designated facility is considered part of the work day and charged at the hourly rate.
3. Any additional third party services provided by Badger Daylighting outside of our typical Hydrovac activities shall be charged out at cost +
4. With any Hydrovac project, there are possible additional charges that are application and site specific. For example, items such as water trucks, specialized equipment and attachments (remote hose, etc.), crew trucks, and other items may be required. Rather than provide an extensive listing of all possible considerations, this is best implemented on a project-by-project basis and evaluated at the field operations level. The information presented in this document represents the complete proposal.
5. This proposal is valid for 30 days from the date posted on this proposal document.
6. Terms of Payment - Net 30 days from date of invoice. Late invoices subject to service fees.
7. Zero (0) % retainage is withheld.
8. Taxes – tax will be added to quote pricing as required by State/Local governments.
9. All invoices will be assessed a Fluctuating Fuel Recover Fee on the entire amount of the invoice. This fee is reviewed regularly and is subject to change. Badger utilizes information from the US Department of Energy and the Canadian Department of Natural Resources when calculating the fee

Customer responsibilities include:

1. Access to the Hydrovac site, including permits and permission from property owners, utilities, and government agents.
2. Surface locates, survey marks and traffic control, if needed unless agreed to in writing prior.
3. Breaking, removal, and restoration of asphalt and or concrete unless agreed to in writing prior.
4. Establish, maintain, and remediate accessible water source and disposal site.
5. Specific direction and locations for Hydrovac excavation.
6. Backfill and site restoration unless agreed to in writing prior to completing work.
7. Materials to secure and cover the excavation unless agreed to in writing prior.
8. Shoring, maintenance, and barricading.
9. Ownership of the soil and debris removed by the Hydrovac including any soils or material contaminated or suspect.
10. Any project delays caused by others that result in downtime of Badger Hydrovac units will be billed at the hourly rates.
11. Pay for all specialized training that is required by contractor/owner/Badger to be on the site to work.
12. Notify Badger of all billing requirements and any appropriate purchase orders, job numbers, AFE, etc. that would be necessary to release payment to Badger. This must be done prior to the first day of work.
13. Notify Badger of any of the following: Certified payrolls, OCIP requirements, prevailing wage.
14. Additional insurance requirements over what Badger already has in place.

Customer Representative

Printed Name: _____
 Signature: _____
 Date: _____

Badger Representative

Printed Name: _____
 Signature: _____
 Date: _____

I am authorized to bind the Company

