

**Medina Valley Independent School District
Board of Trustees
Special Meeting on Wednesday, September 27, 2023 at 6:00 PM
Medina Valley ISD Central Office Board Room**

A Special Board Meeting Expressly for the Purpose of Considering the Use of Unspent 2019 Bond Proceeds of the MVISD Board of Trustees was held on Wednesday, September 27, 2023, beginning at 6:00 PM at/on Medina Valley ISD Central Office Board Room.

I. First Order of Business

- A Establish a Quorum
- B Pledge of Allegiance to the Flag followed by a moment of silence

II. Public Comment

At Regular Board Meetings the Board shall permit public comment on any topic. At all other Board Meetings public comments will be limited to items on the agenda posted with the notice of the meeting. All Public Comments are limited to 5 minutes.

III. Discussion and Possible Action Items

- A Consider Authorizing District Administration to Engage the Services of Moy Tarin Ramirez Engineers, LLC to Draft Plans to Turf the High School Football Field With Unspent 2019 Bond Funds (*Services of Engineer And New Turf of High School Football Field Was Not Part of the 2019 Bond Projects*)

2

IV. Adjournment

(Items do not have to be taken in the same order as shown on the meeting agenda.)

Medina Valley Independent School District

Agenda Item Memorandum

To: MVISD Board of Trustees

Date: 09-25-2023

RE: Consider selection of engineering firm for the Medina Valley High School Football Field Improvements project and delegate authority to the Superintendent to proceed with contract approval.

- A school district may not construct a public work involving engineering in which the public health, welfare, or safety is involved unless the engineering plans, specifications, and estimates have been prepared by an engineer, and the engineering construction is performed under the direct supervision of an engineer. Tex. Occ. Code § 1001.407.
- Architects and engineers are providers of professional services and must be selected in accordance with the Professional Services Procurement Act (PSPA) rather than on the basis of competitive bidding or another method of competitive procurement. (Tex. Educ. Code 44.031(f)).
- A school district must first select the most highly qualified provider of those services on the basis of demonstrated competence and qualifications and then attempt to negotiate a contract at a fair and reasonable price. (Tex. Gov't Code 2254.004(a)).
- The district shall first attempt to negotiate a contract with the selected firm. If an agreement cannot be reached then the district may move on to a second firm to negotiate price. Once you have moved on to the second firm you may not reengage the first firm based on price negotiation.
- A request for qualifications solicitation is not required by statute.
- Administration is recommending Moy Tarin Ramirez Engineers, LLC.



- *Engineers*
- *Surveyors*
- *Planners*

Moy Tarin Ramirez Engineers, LLC

September 13, 2023

Medina Valley Independent School District
 Attn: Mr. Juan Zamora, Assistant Superintendent of Finance & Operations
 8449 FM 471 South
 Castroville, TX 78009

Re: **Medina Valley Independent School District
 Football Field Improvements
 Professional Services Proposal**

Mr. Zamora,

Moy Tarin Ramirez Engineers, LLC (MTR) is pleased to provide a proposal for professional services for the above referenced project. The following is our understanding of the current scope of services required. Additional items may be included or removed from this scope of services at your request. The proposed services and associated fees are:

MVISD Football Field Improvements

Survey Services:

1. Subsurface Utility Engineering (subconsultant, fee budget):

The proposed services and associated fees are as follows: Reference Attached Professional Services Agreement from Underground Services Inc.

The area of the SUE locates/designates, and test holes is as shown on the attached exhibit. Limitations and exclusions as listed in the attached proposal from Underground Services Inc are hereby incorporated.

MTR will supplement the scope of services provided by Underground Services to provide survey to locate the markings provided by SUE and test holes to provide a digital survey file in dwg format. In addition, survey will include the location of utilities visible on the surface of the ground including sanitary, storm, water, telecommunications, natural gas, electric lines. Survey will locate center of pipe where determined based on SUE work where obtainable and will identify pipe sizes, material, rim elevation, invert elevations and all pipe types/sizes where accessible and visible. Manholes, cleanouts and one upstream and downstream manhole/cleanout will be located outside the project limits. All information will be provided in plan view with no profile sections being provided. It is assumed that the test hole locations will be limited to the area of the proposed project site. Fee is based on a total of 6 potholes. Fee does not include locating of existing irrigation lines.

MTR scope includes incorporation of the utility information on a final survey plan and associated digital files (.dwg format).

1. Onsite Tree, Topographic, and Improvement Survey:

Field data collection of existing onsite trees, topography, and improvements on an approximate ±7.53-acre portion of the existing MVISD Football Stadium. Services will also

include the locating of utilities visible on the surface of the ground, post processing of field data and preparation of an existing survey drawing to be used in the planning and design phase of the above project. These services do not include subsurface utility exploration (SUE). Tree surveying shall be limited to trees 6" in diameter and greater. Boundary verification/location services are included for only the portions of the school site adjacent to the boundary on the attached survey limits exhibit.

On-Site Civil Design Services:

1. Construction Documents:

- Preparation of Demolition Plans, Site Grading/Drainage Plans, Storm Water Poll. Prev. Plans, Signage Plans and Fencing Plans, to show all necessary site work demolition and design for new parking and hardscape improvements for the existing high school.
- Preparation of Dimensional Control Plans to include all necessary dimensions and northing/easting coordinates for site improvements as shown on the civil construction plans.
- Preparation of Miscellaneous Site Work Details to include curbs, sidewalks, drive approaches, curb ramps, asphalt pavement sections, concrete pavement section, concrete expansion and control joints, handicap signs and symbols, fire hydrants, concrete thrust blocks and drainage facilities, and any and all other details as necessary to define site work construction as shown on the civil construction documents.

2. Construction Specifications:

- Preparation of construction specifications for the civil portion of construction.

3. Construction Administration Services:

- Assistance answering questions during the bidding process. Upon receipt of the construction bids, we will provide assistance in analyzing the civil construction bid items.
- Assistance with any ASI, PR, CO, etc. documents related to the civil portion of work as required during the construction phase of the project.
- Review of material submittals to ensure conformance with the plans and specifications.

4. Construction Observations:

- Provide on-site construction observations at intervals appropriate to the stage of the Contractor's operations for the civil portion of the Work to 1) become generally familiar with and to keep the Owner informed about the progress and quality of the Work, 2) to endeavor to guard the Owner against defects and deficiencies in the Work, and 3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in general conformance with the contract documents. However, we shall not be required to make exhaustive or continuous on-site observations to check the quality or quantity of the Work nor shall we be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the contract documents.

Infrastructure Services:

1. TDLR Registration/Submittal/Review/Inspection:

- Submittal of the project site plans for review by the Texas Department of Licensing and Regulations (TDLR). Fees associated with this scope of work are the review and

inspection fees from TDLR. Work includes TDLR review of the project documents prior to construction and then following construction, site observations to confirm general conformance of the project with the requirements for ADA accessibility.

CONSULTANT FEES:

Survey Services:

1. Subsurface Utility Engineering:	\$ 16,880.00
2. Limited Topographic, Tree, and Improvement Survey:	\$ 18,475.00
Sub-Total:	\$ 35,355.00

Design Phase Services, Bid Phase Services, and Construction Phase Services:

1. MTR will provide the scope of work identified herein for a Fee of seven and twenty-two hundredths of a percentage of the construction cost of all items shown on the final construction documents.	
2. Overall Estimated Construction Cost:	\$ 4,500,000.00
3. Prime Consultant Fee Percentage:	7.22%
4. <u>Estimated Prime Consultant Design Fee:</u>	<u>(\$ 4,500,000)(.0722) = \$ 324,900.00</u>
Sub-Total:	\$ 324,900.00

Infrastructure Services:

1. Texas Department of Licensing & Regulation (TDLR) Registration, Plan Review and Construction Review:	\$ 1,775.00
Sub-Total:	\$ 1,775.00

TOTAL ESTIMATED FEE (Survey, Design & Infrastructure): \$ 362,030.00

Excluded from this proposal are the following items:

1. Permitting Phase Services;
2. Construction Phase Staking for Civil Improvements;
3. Public Roadway Improvements;
4. Concrete retaining wall design (greater than 4' high);
5. On-site or Off-site sanitary sewer and/or water design;
6. Environmental studies;
7. LEED or CHPS Certification design or analysis services;
8. City, County and/or State Fees.
9. Any other item not specifically stated to be included as part of the scope of services.

The attached MTR Terms and Conditions are hereby incorporated. Additional services performed for the client which are not outlined in the above description shall be compensated for on an hourly basis in accordance with the attached schedule of hourly rates or through a lump sum fee negotiated with the client. The costs of permits, fees, and construction required by utility companies, City, County and/or State regulatory agencies or departments shall be paid by client. Travel expenses, delivery charges and other incidental costs will be billed separately as reimbursable expenses. Reimbursable expenses are in addition to the above fee arrangement.

Timeline: We will proceed with the survey, design and infrastructure work immediately upon approval.

If this proposal/agreement meets with your approval, please acknowledge such by signing below and returning (by fax, scan or courier) a copy back to our office.

Thank you for the opportunity to submit this proposal/agreement for survey & engineering services. If you have any questions or require additional information, please do not hesitate to contact our office.

Attachments:

1. MTR Schedule of Hourly Rates
2. MTR Terms and Conditions
3. Underground Services Inc. Professional Services Agreement
4. Exhibit: Approximate Survey Limits

Accepted By:

Signature: _____ Title: _____

Printed Name: _____ Date: _____

CONFIDENTIAL**2023 SCHEDULE OF HOURLY RATES**

<u>POSITION</u>	<u>HOURLY RATE*</u>
ENGINEERING:	
Principal_____	\$ 230.00
Sr. Project Manager_____	\$ 210.00
Project Manager_____	\$ 190.00
Assistant Project Manager_____	\$ 165.00
Engineer IV_____	\$ 205.00
Engineer III_____	\$ 190.00
Engineer II_____	\$ 165.00
Engineer I_____	\$ 155.00
CADD Technician IV_____	\$ 125.00
CADD Technician III_____	\$ 115.00
CADD Technician II_____	\$ 110.00
CADD Technician I_____	\$ 105.00
Project Administrator_____	\$ 110.00
Administrative Assistant_____	\$ 90.00
Clerical_____	\$ 70.00
SURVEYING:	
Registered Professional Land Surveyor_____	\$ 180.00
Survey Crew - 4 Man Crew_____	\$ 230.00
Survey Crew - 3 Man Crew_____	\$ 210.00
Survey Crew - 2 Man Crew w/ Robotic TS_____	\$ 200.00
Survey Crew- 2 Man Crew _____	\$ 185.00
Survey Technician II_____	\$ 125.00
Survey Technician I _____	\$ 115.00

***Note: The above rates are subject to change at the beginning of each following calendar year.**

The above information is privileged, confidential, and/or otherwise protected from disclosure to anyone other than its intended recipient(s). Any dissemination or use of this information by persons other than the intended recipient(s) is strictly prohibited.

TERMS AND CONDITIONS

The Firm shall perform the services outlined in this agreement for the stated fee arrangement.

Access to Site:

Unless otherwise stated, the Firm will have access to the site for activities necessary for the performance of the services. The Firm will take precautions to minimize damage due to these activities, but have not included in the fee the cost of restoration of any resulting damage.

Dispute Resolution:

Any claims or disputes made during design, construction or post-construction between the Client and the Firm shall be submitted in non-binding mediation. Client and Firm agree to include a similar mediation agreement with all contractors, sub contractors, sub consultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties.

Billings/Payments:

Invoices for the Firm's services shall be submitted, at the Firm's option, either upon completion of such services or on a monthly basis. Invoices shall be payable within 30 days after the invoice date. If the invoice is not paid within 30 days, the Firm may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of the service. Retainers shall be credited on the final invoice.

Late Payments:

Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.5% (or the legal rate) on the then unpaid balance. In the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

Indemnification:

The Client shall, to the fullest extent permitted by law, indemnify and hold harmless the Firm, his or her officers, directors, employees, agents and sub consultants from and against all damage, liability and cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance by any of the parties above named of the services under this agreement, excepting only those damages, liabilities or costs attributed to the sole negligence or willful misconduct of the Firm.

Certifications, Guarantees and Warranties:

The Firm shall not be required to execute any document that would result in their certifying, guaranteeing or warranting the existence of conditions whose existence the Firm cannot ascertain.

Limitation of Liability:

In recognition of the relative risks, rewards and benefits of the project to both the Client and the Firm, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, the Firm's total liability to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement from any cause or causes, shall not exceed the total professional services fee paid to the Firm. Such causes include, but are not limited to, the Firm's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

Termination of Services:

This agreement may be terminated by the Client or the Firm should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay the Firm for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

Ownership of Documents:

All documents produced by the Firm under this agreement shall remain the property of the Firm and may not be used by the Client for any other endeavor without the written consent of the Firm.

Reimbursable Expenses:

All expenses including mileage, printing, copies, deliveries, fees paid to Jurisdictional Entities, or any other non-direct labor services will be fully reimbursable and are not included in the fee arrangement unless otherwise noted.

Nick Van Delist
Moy Tarin Ramirez Engineers, LLC
12770 Cimarron Path, Ste 100 San Antonio, TX 78249
210-535-5528
nvandelist@mtrengineers.com

March 7, 2023

USI Job #: 631170

RE: Surface/Sub-Surface Utility Locating (QL-B/QL-A)
Medina Valley - Panther Stadium
8449 FM471 S, Lacoste, TX 78039

Dear Mr. Delist,

We are pleased to provide following information regarding the referenced project. This letter and following exhibits constitute our proposal based on the scope of work outlined in Exhibit A on page 3. This agreement is valid for 90 (ninety) calendar days. Any cost estimates stated herein are subject to equitable adjustment in the event of differing site conditions, changes in applicable laws or the scope of services, unforeseeable delays or difficulties beyond the reasonable control of Underground Services, Inc.

Professional Services to be provided under this contract are as follows:

- Test Holes / Vacuum Excavation (Quality Level A)
- Utility Markouts / Designating (Quality Level B)
- Records, Research and Recon (Quality Level C & D)
- Surveying & Mapping
- Video Pipe Inspection (CCTV) / Hydro Jetting
- Concrete Slab Imaging
- Traffic Control
- Other:

For a description of the above professional services, please refer to Exhibit B on page 4 and for definitions refer to Exhibit C on Page 5.

PERFORMANCE. Underground Services, Inc. will exercise reasonable skill and judgment in providing the Services. No other warranties (express or implied) or representations of performance are given. Underground Services, Inc. does not warrant any specific results of any kind.

INVOICE AND PAYMENT TERMS. Invoices will be submitted once a month or upon completion of services with payment due within thirty (30) days of the date of the invoice. Withholding retainage is not acceptable unless specifically negotiated with an officer of Underground Services, Inc. A late charge at the rate of one and one-half percent per month, or the highest rate allowed by applicable law, whichever is lowest, will be added to all amounts outstanding after said thirty (30) days. Client shall continue to be responsible for payment of Underground Services, Inc.'s charges along with Client's other obligations hereunder, even if Client requests the invoices to be sent to a third party. Client agrees to pay any and all attorneys fees and court costs should attorneys be utilized or court proceedings initiated to collect any past due amounts arising out of this Agreement. For Credit Card Payments, a service charge of 3.5% will be added to the invoice amount.

CLIENT RESPONSIBILITIES. It is recognized that Client has superior knowledge of the job site, the access routes to the location of the job site, surface and sub-surface conditions, utilities, etc. The Client is obligated to advise Underground Services, Inc. of all or any of the conditions that may affect Underground Services, Inc.'s performance hereunder. Client agrees to provide Underground Services, Inc. with such specifications, plans, studies, documents, or other information on surface and subsurface conditions and utilities as will be reasonably required by Underground Services, Inc. for proper and timely performance of the Services. Client shall procure all entry permits and right-of-ways and hold Underground Services, Inc. harmless for claims or trespass or damage to property required in carrying out the Services, except where Underground Services, Inc. is negligent or has violated Client's specific written instructions. If the Client will be conducting its own excavations or borings to any depth on public or private property subsequent to mark-out work Underground Services, Inc. personnel, it is the Client's responsibility to notify the appropriate "811/One Call Center" so that utility owners will mark their utilities within the work zone. Underground Services, Inc. will not be liable for any claims resulting from damages to public utilities not field marked by the One Call representative because of non-notification by the Client.

SAFETY. Fieldwork will be performed only under safe conditions. Charges may be made for safety or security measures required by hazardous job conditions.

SUBPOENAS. The Client is responsible for payment of time charges and expenses, resulting from Underground Services, Inc.'s required response to subpoenas issued by any party in connection with Underground Services, Inc.'s provision of the Services hereunder. Charges will be determined in the manner set forth in Exhibit A at the rates in effect at the time the subpoena is served.

INDEMNIFICATION AND LIMITATION OF LIABILITY. Underground Services, Inc. agrees to indemnify and hold Client harmless from and against any and all claims, suits or liability of whatsoever kind or character arising, directly or indirectly, out of Underground Services, Inc.'s negligent provision of Services hereunder where such claims, suits or liability are asserted by any employee, agent, representative, supplier or subcontractor of Underground Services, Inc. employed or engaged in connection with Underground Services, Inc.'s performance hereunder; provided, however, that Underground Services, Inc. shall not be liable under the foregoing indemnity with respect to any loss or damage resulting from Client's negligence or willful misconduct. Client agrees that with respect to any other third party claims, suits or liability of whatsoever kind or nature asserted against Underground Services, Inc. as a result of or in connection with Underground Services, Inc.'s provision of Services hereunder, Client will indemnify and hold Underground Services, Inc. harmless from and against any and all costs (including reasonable attorneys' fees) and liability which Underground Services, Inc. might incur as a result thereof; provided, however, that Client shall not be liable under the foregoing indemnity with respect to any loss or damage resulting from Underground Services, Inc.'s negligence or willful misconduct. Underground Services, Inc. shall not be liable towards Client for any special, incidental or consequential damages, such as loss of use, loss of profits or revenue, claims of customers of Client, etc., whether based on contract or tort, including negligence or strict liability.

INFORMATION. Underground Services, Inc. may rely upon information supplied by Client, or its contractors or consultants, or information available from generally accepted reputable sources, without independent verification and assumes no responsibility for the accuracy thereof.

DELAYS. Underground Services, Inc. shall have no liability towards Client, or its contractors or consultants, for delays in the performance of the Services, or any part of the Services, caused by actions or occurrences, beyond Underground Services, Inc.'s reasonable control. The time of Underground Services, Inc.'s performance under this Agreement shall be enlarged to reflect such delays.

DOCUMENTS. Client may use any final reports of findings, plans, designs, engineering work, or other work performed or prepared by Underground Services, Inc. under this Agreement only in connection with project and/or location indicated on the front side hereof. Underground Services, Inc. does not warrant that the Services (or any reports or data based thereon) will be sufficient in form or substance to satisfy any required or desired regulatory agency approval. Client shall obtain proper written consent from Underground Services, Inc. for any other use of such reports or work results.

MISCELLANEOUS. The terms and conditions set forth herein constitute the entire understanding of the parties relating to the Services. All previous proposals, offers and other communications relative to the Services, oral or written, are hereby superseded, except to the extent that they have been expressly incorporated herein. Any modifications or revision of any provisions hereof or any additional provisions contained in any purchase order, acknowledgment, or other form of the Client is hereby expressly objected to by Underground Services, Inc. and shall not operate to modify this Agreement. This Agreement shall take effect upon acceptance and execution by Underground Services, Inc.

COMPLETE AGREEMENT. This Agreement, together with Exhibits A, B, C and any supplementary exhibits, drawings, specifications and documents incorporated by reference, constitute the entire contract for professional services between Underground Services, Inc. and Client.

FEES AND RATES. The Client is responsible for notifying SoftDig® (in writing) if fees and rates are to be based on Prevailing Wages. If Prevailing Wages are to apply, the fees and rates will be adjusted accordingly, and such increases will be borne by the Client, even if services are in progress or have been completed.

UTILITY HIT. Should a utility be damaged by CLIENT due to alleged erroneous reporting of QL-C/B and/or QL-A investigation by SoftDig® beyond reasonable standard of care, site conditions and equipment limitations as stated herein, the Client will: 1) notify SoftDig® Chief Operating Officer by email within 1-week of discovery 2) Follow with Time & Material estimate of repairs, name of party doing repairs, and date of repair for SoftDig® review. 3) submit detailed Time & Material invoice to SoftDig® for review within 1-week of repair.

UNDERGROUND SERVICES, INC. Corporate Headquarters:

24 Hagerty Blvd. | Suite 11 | West Chester, PA 19382 | P: 1-877-SOFTDIG (763-8344) | www.softdig.com

Operation Centers: Philadelphia | Baltimore | Boston | Houston | San Antonio

SoftDig® and SafeDig® are registered trademarks of Underground Services, Inc.

Exhibit A: Scope of Work and Fees

Underground Services, Inc.:

- A. Field mark and provide field sketches of utilities detected in area(s) shown and as directed. SoftDig® will not be liable for any claims resulting from damage to public utilities not field marked by TX-811 Utility Call Center because of non-notification by client to the Call Center subsequent to SoftDig® markouts.
- B. Not able to mark water if non-conductive without a tracer wire.
- C. Not mark irrigation and is therefore excluded from the scope.
- D. Not be able to designate utilities beneath stockpiled/stored materials/supplies or parked vehicles/trailers.
- E. Not be able to mark designated utilities on snow or wet pavement conditions.


Moy Tarin Ramirez Engineers, LLC:

- A. Provide base map showing work area(s), exact site address and site contact representative with phone number prior to SoftDig’s mobilization.

Fees

Surface Utility Locating (QL-B)	
32 Hours @ \$215.00 Per Hour.....	\$6,880.00
Sub-Surface Utility Locating (QL-B) Approx. 6 Test Holes	
20 Hours @ \$300.00 Per Hour.....	\$6,000.00

TOTAL.....\$12,880.00

Underground Services, Inc.: 

 Taylor Augustyn
 Project Manager

March 7, 2023

 Date

Client Accepted: _____

 Signature

 Printed Name

 Title

 Date

Exhibit B: Scope of Services

All work in conformance with ASCE Publication CI/ASCE 38-02, Common Ground Alliance (CGA) and American Public Works Assoc. / Utility Location and Coordination Council (APWA/ULCC)

Records Research and Reconnaissance: (Quality Level D & C)

- Meet with owner's Project Engineer to discuss specifics and requirements of the assignment.
- Research and retrieve all available utility records.
- Conduct a site reconnaissance to validate probable utilities.
- Verify the existence of survey control and plan operational procedures.
- Research permit and special insurance requirements with appropriate agencies.

Surface Locates: (Quality Level C & B)

- Designate, record and mark the approximate horizontal location (accurate within 12± in.) of existing utilities by geophysical prospecting techniques.
- SoftDig® will use its best professional expertise and geophysical prospecting techniques to designate subsurface utilities. SoftDig® does not guarantee that utilities marked constitute all utilities within the project area.
- SoftDig® uses electromagnetic equipment and GPR; however, there exists the possibility that due to circumstances beyond the control of the designating technicians utilities may be non-detectable, or the horizontal location mark is not directly over the center-line of the utility. The following factors may limit or exceed the capabilities, accuracy, and reliability of the geophysical equipment: composition of the utility structure (non-metallic), soil characteristics (mineral content, debris, rocks), the salinity of groundwater, depth of utility, surface covering, embedded structures (re-bar, wire mesh), confined spaces, and external interference (power lines, guard rails, traffic, rail lines).
- Utility depths obtained by instrument readings (only if requested by client) are not guaranteed and are not to be used for design or basis for construction. Clients relying on instrument reading of depths do so at their own risk. True depth is only obtained by exposing the utility.
- Data Management (Survey and CADD Mapping) is not included unless specifically requested and included in Exhibit A – Schedule of Fees.

Subsurface Locates: (Quality Level A)

- SoftDig® will provide routinely and normally carried cones and warning signs for Maintenance of Traffic. Traffic conditions, location of test holes in roadway and permit requirements may require other devices (T.M.A., arrowboards, etc.) and/or flaggers or police detail. Such costs will be invoiced as an expense, as stated in Exhibit A – Schedule of Fees.
- Coordinate with utility company inspectors as required by the resultant agreement and by law.
- Neatly cut and remove existing paving, with the cut area not exceeding 12 in. x 12 in. Excavate using the SoftDig® vacuum excavation system.
- Excavate test holes with care as to prevent damage to utilities, however, any damage resulting from the condition of the utility due to age, burial conditions, covering, etc. is not the responsibility of SoftDig®.
- Back-fill with excavated material and compact in 6 inch lifts.
- Furnish, install and color-code a permanent above-ground marker (e.g. P.K. nail, peg, steel pin, or hub) directly above the center-line of the structure, as well as "down the hole" color-coded plastic ribbon.
- Provide a bituminous cold patch of pavement within the limits of the original cut at the time of back-fill. Pavement restoration is guaranteed for 3 years. If the test hole is excavated in an area other than the roadway pavement, the area disturbed will be restored to the condition prior to excavation. Excluded from this provision would be any disturbance to sub soil and ground water conditions that may result in a "quick condition" or "bubbling" of water to the surface from hydro-static pressure release resulting from excavation and through no fault of SoftDig®. Also excluded is restoring pavement with hot mixed/hot laid bituminous pavement or key-holing operations.
- Provide the following test hole information:
 - Elevation of top and/or bottom of utility tied to vertical control provided, to within 0.01 ft. If control is not provided, control will be assumed.
 - Locate the test hole by swing ties to 3 physical objects.
 - Elevation of existing grade over utility at test hole to within 0.01 ft.
 - Outside diameter of pipe or width of duct banks and configuration of non-encased multi-conduit systems.
 - Utility structure material compositions, and condition when possible.
 - Pavement thickness, generalized soil type and unusual conditions.
- Should suspected hazardous material be encountered in the test hole, SoftDig® crews will immediately contact the client representative and our office. We will also comply with DOT Hazardous Material Regulation Procedures.
- Data Management (Survey and CADD Mapping) is not included unless specifically requested and included in Exhibit A – Schedule of Fees.

NOTE: Test holes shall be terminated if subsurface conditions (rock, boulders, groundwater, soil conditions, soil cave-in, trash / debris, or excessive depth) prevent advancement of excavation to expose the utility or to reach required depth.

UNDERGROUND SERVICES, INC. Corporate Headquarters:

24 Hagerty Blvd. | Suite 11 | West Chester, PA 19382 | P: 1-877-SOFTDIG (763-8344) | www.softdig.com

Operation Centers: Philadelphia | Baltimore | Boston | Houston | San Antonio

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Exhibit C: Definitions

Underground Services Inc. SoftDig® provides "Subsurface Utility Engineering", (SUE), that can reduce unforeseen conflicts between construction and underground utilities. It provides accurate information on the horizontal and vertical location of the underground utility facilities during the early development of projects. Through the use of this technology, designers can identify conflict points and design to accommodate and avoid delays and/or re-design during construction. The three main components of subsurface utility engineering [as defined by The Federal Highway Administration] are Designation, Location, and Data Management.

Designation (QL-B): The process of using a surface geophysical method or methods such as electro-magnetics and GPR to interpret the presence of a subsurface utility. The approximate horizontal location of a designated utility is marked on the ground surface with paint or other marking devices surveyed, and CADD mapped (if requested). This phase of the process allows broad-scope engineering decisions to be made early in the project.

Location (QL-A): Designation alone does not provide the high accuracy required for the detailed design of a project. Locating is the process of exposing, surveying, and recording the precise vertical and horizontal location of a subsurface utility. Factors such as utility material and condition may influence specific techniques. The typical technique for utility exposures is the use of the minimally intrusive SoftDig® air-entrainment/vacuum excavation technology, which significantly reduces the potential for damage to the structure being uncovered. This allows technicians to measure and record a utility line's precise vertical depth and horizontal position through a hole that may be no larger than 203 x 203 mm (8 x 8 in), preserving both utility and surface integrity. Vacuum excavation may also be utilized for "pilot" holes to excavate below the probable zone of underground utilities (6'± depth) for soil test borings, wells, caissons, etc.

Data Management: The key phase is Data Management/Quality Assurance which involves incorporating, correlating and reviewing information on the location and quality level of utilities - integral to the process of designing a project. Depiction of utilities from subsurface utility engineering and survey sources is usually accomplished via computer-aided design and drafting onto electronic files or other appropriate documents. Written reports, test hole summary sheets, photographs, and other data may accompany and supplement plan sheets. The earlier the data is used, the better. A project's impact on underground utilities may be a critical factor in determining a cost-effective design.

***Quality Levels:**

Work performed at a certain Quality Level is predicated on performing all lower-tiered Quality Levels. Example – for true Quality Level A work, Quality Level D through B as well as Quality Level A must be performed.

QL "D" -- Information derived from existing records or oral recollections.

QL "C" – Information obtained by surveying and plotting visible above-ground utility features and by using professional judgment in correlating this information to Quality Level D information.

QL "B" -- Information obtained through the application of appropriate surface geophysical methods to determine the existence and approximate horizontal position of subsurface utilities.

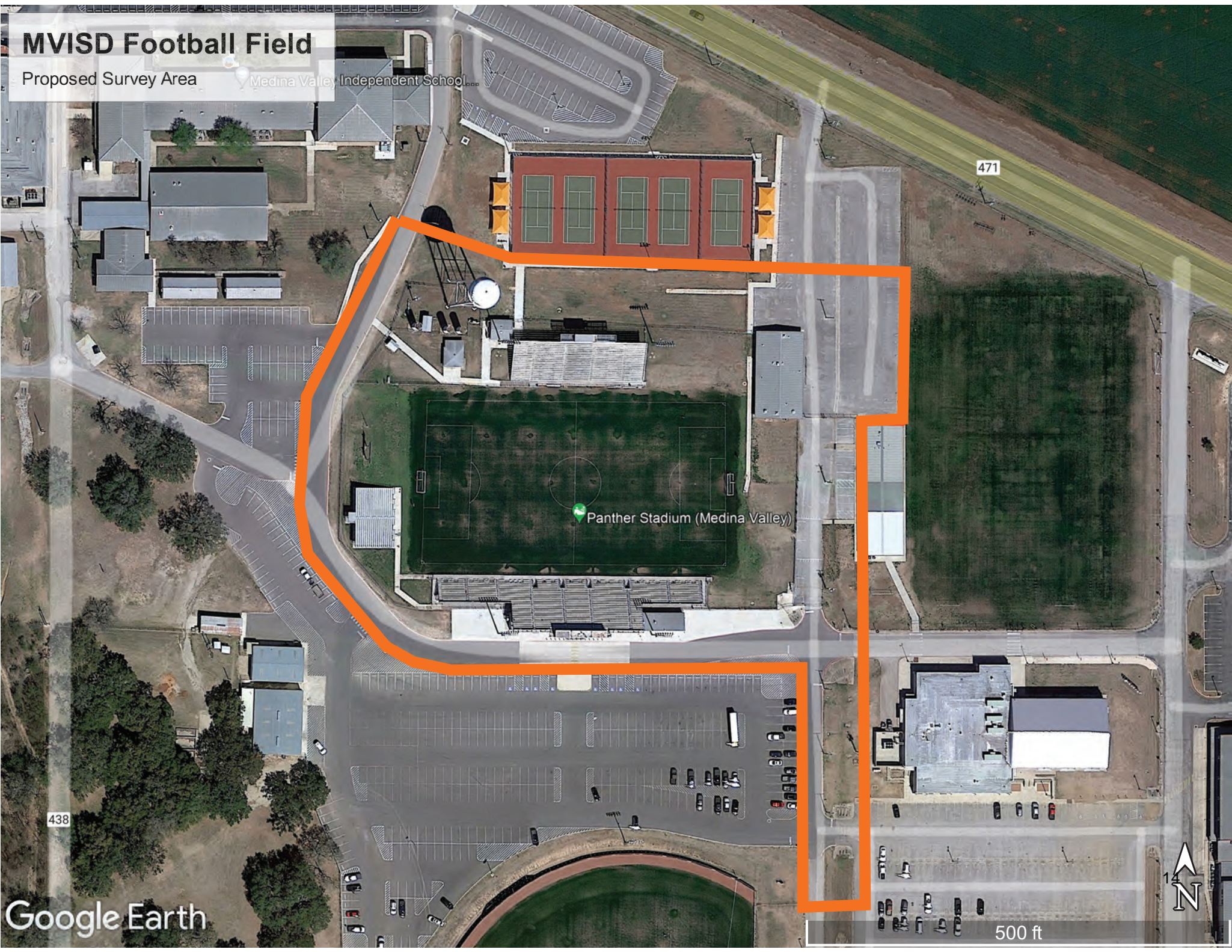
QL "A" -- Precise horizontal and vertical location of utilities obtained by the actual exposure (or verification of previously exposed and surveyed utilities) and subsequent measurement of subsurface utilities, usually at a specific point.

*Source: ASCE Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, American Society of Civil Engineers, Publication No. CI/ASCE 38-02

MVISD Football Field

Proposed Survey Area

Medina Valley Independent School...



471

Panther Stadium (Medina Valley)

438

Google Earth

500 ft

