

CONTRACT DOCUMENTS

The Contract Documents consist of this Contract and any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Contract) and all Supplemental Contracts (as defined herein in Article 13) which are subsequently issued. These form the entire contract, and all are as fully a part of this Contract as if attached to this Contract or repeated herein.

ARTICLE 1 **CITY SERVICES**

City shall perform or provide services as identified in Exhibit A entitled “City Services.”

ARTICLE 2 **ENGINEERING SERVICES**

Engineer shall perform Engineering Services as identified in Exhibit B entitled “Engineering Services.”

Engineer shall perform the Engineering Services in accordance with the Work Schedule as identified in Exhibit C entitled “Work Schedule.” Such Work Schedule shall contain a complete schedule so that the Engineering Services under this Contract may be accomplished within the specified time and at the specified cost. The Work Schedule shall provide specific work sequences and definite review times by City and Engineer of all Engineering Services. Should the review times or Engineering Services take longer than shown on the Work Schedule, through no fault of Engineer, Engineer may submit a timely written request for additional time, which shall be subject to the approval of the City Manager.

ARTICLE 3 **CONTRACT TERM**

(1) Term. The Engineer is expected to complete the Engineering Services described herein in accordance with the above described Work Schedule. If Engineer does not perform the Engineering Services in accordance with the Work Schedule, then City shall have the right to terminate this Contract as set forth below in Article 20. So long as the City elects not to terminate this Contract, it shall continue from day to day until such time as the Engineering Services are completed. Any Engineering Services performed or costs incurred after the date of termination shall not be eligible for reimbursement. Engineer shall notify City in writing as soon as possible if he/she/it determines, or reasonably anticipates, that the Engineering Services will not be completed in accordance with the Work Schedule.

(2) Work Schedule. Engineer acknowledges that the Work Schedule is of critical importance, and agrees to undertake all necessary efforts to expedite the performance of Engineering Services required herein so that construction of the project will be commenced and completed as scheduled. In this regard, and subject to adjustments in the Work Schedule as provided in Article 2 herein, Engineer shall proceed with sufficient qualified personnel and consultants necessary to fully and timely accomplish all Engineering Services required under this Contract in a professional manner.

(3) Notice to Proceed. After execution of this Contract, Engineer shall not proceed with Engineering Services until authorized in writing by City to proceed as provided in Article 7.

ARTICLE 4
COMPENSATION

City shall pay and Engineer agrees to accept the amount shown below as full compensation for all engineering services performed and to be performed under this Contract.

Engineer shall be paid on the basis of actual hours worked by employees performing work associated with this Contract, in accordance with the Fee Schedule attached hereto as Exhibit D. Payment of monies due for the Engineer's subconsultant's services shall be based on the actual amount billed to the Engineer by the subconsultant. Payment of monies due for direct cost expenses shall be based on the actual costs.

The maximum amount payable under this Contract, without modification of this Contract as provided herein, is the sum of Two Hundred Eighty-Nine Thousand Two Hundred Ninety-Eight and No/100 Dollars, (\$289,298.00). Engineer shall prepare and submit to City monthly progress reports in sufficient detail to support the progress of the work and to support invoices requesting monthly payment. Any preferred format of City for such monthly progress reports shall be identified in Exhibit B entitled "Engineering Services". Satisfactory progress of work shall be an absolute condition of payment.

The maximum amount payable herein may be adjusted for additional work requested and performed only if approved by written Supplemental Agreement.

ARTICLE 5
METHOD OF PAYMENT

Payments to Engineer shall be made while Engineering Services are in progress. Engineer shall prepare and submit to City, not more frequently than once per month, a progress report as referenced in Article 4 above. Such progress report shall state the percentage of completion of Engineering Services accomplished during that billing period and to date. Simultaneous with submission of such progress report, Engineer shall prepare and submit one (1) original and one (1) copy of a certified invoice in a form acceptable to City. This submittal shall also include a progress assessment report in a form acceptable to City.

Progress payments shall be made in proportion to the percentage of completion of Engineering Services identified in Exhibit D. Progress payments shall be made by City based upon Engineering Services actually provided and performed. Upon timely receipt and approval of each statement, City shall make a good faith effort to pay the amount which is due and payable within thirty (30) days. City reserves the right to withhold payment pending verification of satisfactory Engineering Services performed. Engineer has the responsibility to submit proof to City, adequate and sufficient in its determination, that tasks were completed.

The certified statements shall show the total amount earned to the date of submission and shall show the amount due and payable as of the date of the current statement. Final payment does not relieve

Engineer of the responsibility of correcting any errors and/or omissions resulting from his/her/its negligence.

ARTICLE 6
PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Engineer will be made within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which City receives a correct invoice for services, whichever is later. Engineer may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply in the event:

- A. There is a bona fide dispute between City and Engineer concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or
- B. The terms of a federal contract, grant, regulation, or statute prevent City from making a timely payment with federal funds; or
- C. There is a bona fide dispute between Engineer and a subcontractor or between a subcontractor and its supplier concerning supplies, materials, or equipment delivered or the Engineering Services performed which causes the payment to be late; or
- D. The invoice is not mailed to City in strict accordance with instructions, if any, on the purchase order, or this Contract or other such contractual agreement.

City shall document to Engineer the issues related to disputed invoices within ten (10) calendar days of receipt of such invoice. Any non-disputed invoices shall be considered correct and payable per the terms of Chapter 2251, V.T.C.A., Texas Government Code.

ARTICLE 7
NOTICE TO PROCEED

The Engineer shall not proceed with any task listed on Exhibit B until the City has issued a written Notice to Proceed regarding such task. The City shall not be responsible for work performed or costs incurred by Engineer related to any task for which a Notice to Proceed has not been issued.

ARTICLE 8
PROJECT TEAM

City's Designated Representative for purposes of this Contract is as follows:

Adam Levy
Project Manager
3400 Sunrise Road
Round Rock, TX 78665
Telephone Number (512) 341-3394
Fax Number N/A

Email Address alevy@roundrocktexas.gov

City's Designated Representative shall be authorized to act on City's behalf with respect to this Contract. City or City's Designated Representative shall render decisions in a timely manner pertaining to documents submitted by Engineer in order to avoid unreasonable delay in the orderly and sequential progress of Engineering Services.

Engineer's Designated Representative for purposes of this Contract is as follows:

Brittany Fairburn
Project Manager
1701 Directors Boulevard, Suite 100
Austin, TX 78744
Telephone Number (512) 879-0406
Fax Number N/A
Email Address bfairburn@bgeinc.com

ARTICLE 9

PROGRESS EVALUATION

Engineer shall, from time to time during the progress of the Engineering Services, confer with City at City's election. Engineer shall prepare and present such information as may be pertinent and necessary, or as may be requested by City, in order for City to evaluate features of the Engineering Services. At the request of City or Engineer, conferences shall be provided at Engineer's office, the offices of City, or at other locations designated by City. When requested by City, such conferences shall also include evaluation of the Engineering Services.

Should City determine that the progress in Engineering Services does not satisfy the Work Schedule, then City shall review the Work Schedule with Engineer to determine corrective action required.

Engineer shall promptly advise City in writing of events which have or may have a significant impact upon the progress of the Engineering Services, including but not limited to the following:

- (1) Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of the Work Schedule, or preclude the attainment of project Engineering Services units by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and City assistance needed to resolve the situation, if any; and
- (2) Favorable developments or events which enable meeting the Work Schedule goals sooner than anticipated.

ARTICLE 1
SUSPENSION

Should City desire to suspend the Engineering Services, but not to terminate this Contract, then such suspension may be effected by City giving Engineer thirty (30) calendar days' verbal notification followed by written confirmation to that effect. Such thirty-day notice may be waived in writing by agreement and signature of both parties. The Engineering Services may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from City to resume the Engineering Services. Such sixty-day notice may be waived in writing by agreement and signature of both parties. If this Contract is suspended for more than thirty (30) days, Engineer shall have the option of terminating this Contract.

If City suspends the Engineering Services, the contract period as determined in Article 3, and the Work Schedule, shall be extended for a time period equal to the suspension period.

City assumes no liability for Engineering Services performed or costs incurred prior to the date authorized by City for Engineer to begin Engineering Services, and/or during periods when Engineering Services is suspended, and/or subsequent to the contract completion date.

ARTICLE 11
ADDITIONAL ENGINEERING SERVICES

If Engineer forms a reasonable opinion that any work he/she/it has been directed to perform is beyond the scope of this Contract and as such constitutes extra work, he/she/it shall promptly notify City in writing. In the event City finds that such work does constitute extra work and exceeds the maximum amount payable, City shall so advise Engineer and a written Supplemental Contract will be executed between the parties as provided in Article 13. Engineer shall not perform any proposed additional work nor incur any additional costs prior to the execution, by both parties, of a written Supplemental Contract. City shall not be responsible for actions by Engineer nor for any costs incurred by Engineer relating to additional work not directly associated with the performance of the Engineering Services authorized in this Contract or any amendments thereto.

ARTICLE 12
CHANGES IN ENGINEERING SERVICES

If City deems it necessary to request changes to previously satisfactorily completed Engineering Services or parts thereof which involve changes to the original Engineering Services or character of Engineering Services under this Contract, then Engineer shall make such revisions as requested and as directed by City. Such revisions shall be considered as additional Engineering Services and paid for as specified under Article 11.

Engineer shall make revisions to Engineering Services authorized hereunder as are necessary to correct errors appearing therein, when required to do so by City. No additional compensation shall be due for such Engineering Services.

ARTICLE 13
SUPPLEMENTAL CONTRACTS

The terms of this Contract may be modified by written Supplemental Contract if City determines that there has been a significant change in (1) the scope, complexity or character of the Engineering Services, or (2) the duration of the Engineering Services. Any such Supplemental Contract must be duly authorized by the City. Engineer shall not proceed until the Supplemental Contract has been executed. Additional compensation, if appropriate, shall be identified as provided in Article 4.

It is understood and agreed by and between both parties that Engineer shall make no claim for extra work done or materials furnished until the City authorizes full execution of the written Supplemental Contract and authorization to proceed. City reserves the right to withhold payment pending verification of satisfactory Engineering Services performed.

ARTICLE 14
USE OF DOCUMENTS

All documents, including but not limited to drawings, specifications and data or programs stored electronically, (hereinafter referred to as "Instruments of Service") prepared by Engineer and its subcontractors are related exclusively to the services described in this Contract and are intended to be used with respect to this Project. However, it is expressly understood and agreed by and between the parties hereto that all of Engineer's designs under this Contract (including but not limited to tracings, drawings, estimates, specifications, investigations, studies and other documents, completed or partially completed), shall be the property of City to be thereafter used in any lawful manner as City elects. Any such subsequent use made of documents by City shall be at City's sole risk and without liability to Engineer, and, to the extent permitted by law, City shall hold harmless Engineer from all claims, damages, losses and expenses, resulting therefrom. Any modification of the plans will be evidenced on the plans and be signed and sealed by a licensed professional prior to re-use of modified plans.

By execution of this Contract and in confirmation of the fee for services to be paid under this Contract, Engineer hereby conveys, transfers and assigns to City all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in the Project designs and work product developed under this Contract. Copies may be retained by Engineer. Engineer shall be liable to City for any loss or damage to any such documents while they are in the possession of or while being worked upon by Engineer or anyone connected with Engineer, including agents, employees, Engineers or subcontractors. All documents so lost or damaged shall be replaced or restored by Engineer without cost to City.

Upon execution of this Contract, Engineer grants to City permission to reproduce Engineer's work and documents for purposes of constructing, using and maintaining the Project, provided that City shall comply with its obligations, including prompt payment of all sums when due, under this Contract. Engineer shall obtain similar permission from Engineer's subcontractors consistent with this Contract. If and upon the date Engineer is adjudged in default of this Contract, City is permitted to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the work and documents for the purposes of completing, using and maintaining the Project.

City shall not assign, delegate, sublicense, pledge or otherwise transfer any permission granted herein to another party without the prior written contract of Engineer. However, City shall be permitted to authorize the contractor, subcontractors and material or equipment suppliers to reproduce applicable portions of the Instruments of Service appropriate to and for use in their execution of the Work. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of the Instruments of Service shall be at City's sole risk and without liability to Engineer and its Engineers.

Prior to Engineer providing to City any Instruments of Service in electronic form or City providing to Engineer any electronic data for incorporation into the Instruments of Service, City and Engineer shall by separate written contract set forth the specific conditions governing the format of such Instruments of Service or electronic data, including any special limitations not otherwise provided in this Contract. Any electronic files are provided by Engineer for the convenience of City, and use of them is at City's sole risk. In the case of any defects in electronic files or any discrepancies between them and any hardcopy of the same documents prepared by Engineer, the hardcopy shall prevail. Only printed copies of documents conveyed by Engineer shall be relied upon.

Engineer shall have no liability for changes made to the drawings by other engineers subsequent to the completion of the Project. Any such change shall be sealed by the engineer making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE 15 **PERSONNEL, EQUIPMENT AND MATERIAL**

Engineer shall furnish and maintain, at its own expense, quarters for the performance of all Engineering Services, and adequate and sufficient personnel and equipment to perform the Engineering Services as required. All employees of Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Engineer who, in the opinion of City, is incompetent or whose conduct becomes detrimental to the Engineering Services shall immediately be removed from association with the project when so instructed by City. Engineer certifies that it presently has adequate qualified personnel in its employment for performance of the Engineering Services required under this Contract, or will obtain such personnel from sources other than City. Engineer may not change the Project Manager without prior written consent of City.

ARTICLE 16 **SUBCONTRACTING**

Engineer shall not assign, subcontract or transfer any portion of the Engineering Services under this Contract without prior written approval from City. All subcontracts shall include the provisions required in this Contract and shall be approved as to form, in writing, by City prior to Engineering Services being performed under the subcontract. No subcontract shall relieve Engineer of any responsibilities under this Contract.

ARTICLE 17
EVALUATION OF ENGINEERING SERVICES

City, or any authorized representatives of it, shall have the right at all reasonable times to review or otherwise evaluate the Engineering Services performed or being performed hereunder and the premises on which it is being performed. If any review or evaluation is made on the premises of Engineer or a subcontractor, then Engineer shall provide and require its subcontractors to provide all reasonable facilities and assistance for the safety and convenience of City or other representatives in the performance of their duties.

ARTICLE 18
SUBMISSION OF REPORTS

All applicable study reports shall be submitted in preliminary form for approval by City before any final report is issued. City's comments on Engineer's preliminary reports shall be addressed in any final report.

ARTICLE 19
VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

Violation of contract terms or breach of contract by Engineer shall be grounds for termination of this Contract, and any increased costs arising from Engineer's default, breach of contract, or violation of contract terms shall be paid by Engineer.

ARTICLE 20
TERMINATION

This Contract may be terminated as set forth below.

- (1) By mutual agreement and consent, in writing, of both parties.
- (2) By City, by notice in writing to Engineer, as a consequence of failure by Engineer to perform the Engineering Services set forth herein in a satisfactory manner.
- (3) By either party, upon the failure of the other party to fulfill its obligations as set forth herein.
- (4) By City, for reasons of its own and not subject to the mutual consent of Engineer, upon not less than thirty (30) days' written notice to Engineer.
- (5) By satisfactory completion of all Engineering Services and obligations described herein.

Should City terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to Engineer. In determining the value of the Engineering Services performed by Engineer prior to termination, City shall be the sole judge. Compensation for Engineering Services at termination will be based on a percentage of the Engineering Services completed

at that time. Should City terminate this Contract under Subsection (4) immediately above, then the amount charged during the thirty-day notice period shall not exceed the amount charged during the preceding thirty (30) days.

If Engineer defaults in the performance of this Contract or if City terminates this Contract for fault on the part of Engineer, then City shall give consideration to the actual costs incurred by Engineer in performing the Engineering Services to the date of default, the amount of Engineering Services required which was satisfactorily completed to date of default, the value of the Engineering Services which are usable to City, the reasonable and necessary cost to City of employing another firm to complete the Engineering Services required and the time required to do so, and other factors which affect the value to City of the Engineering Services performed at the time of default.

The termination of this Contract and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of City and Engineer under this Contract, except the obligations set forth herein in Article 21 entitled "Compliance with Laws." If the termination of this Contract is due to the failure of Engineer to fulfill his/her/its contractual obligations, then City may take over the project and prosecute the Engineering Services to completion. In such case, Engineer shall be liable to City for any additional and reasonable costs incurred by City.

Engineer shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by Engineer in support of the Engineering Services under this Contract.

ARTICLE 21

COMPLIANCE WITH LAWS

(1) Compliance. Engineer shall comply with all applicable state, federal and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Contract, including without limitation, minimum/maximum salary and wage statutes and regulations, and licensing laws and regulations. Engineer shall furnish City with satisfactory proof of his/her/its compliance.

Engineer shall further obtain all permits and licenses required in the performance of the Engineering Services contracted for herein.

(2) As required by Chapter 2271, Government Code, Engineer hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

(3) In accordance with 2274, Texas Government Code, a governmental entity may not enter into a contract with a company with at least ten (10) full-time employees for value of at least One Hundred Thousand and No/100 Dollars (\$100,000.00) unless the contract has a provision in the contract verifying that it: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a

firearm entity or firearm trade association. The signatory executing this Contract on behalf of the Engineer verifies Engineer does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and it will not discriminate during the term of this Contract against any firearm entity or firearm trade association.

(4) In accordance with 2274, Texas Government Code, a governmental entity may not enter into a contract with a company with at least ten (10) full-time employees for a value of at least One Hundred Thousand and No/100 Dollars (\$100,000.00) unless the contract has a provision in the contract verifying that it: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of this Contract. The signatory executing this Contract on behalf of Engineer verifies Engineer does not boycott energy companies, and it will not boycott energy companies during the term of this Contract.

(5) **Taxes.** Engineer will pay all taxes, if any, required by law arising by virtue of the Engineering Services performed hereunder. City is qualified for exemption pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act.

ARTICLE 22
INDEMNIFICATION

Engineer shall save and hold City harmless from all liability for damage to the extent that the damage is caused by or results from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by Engineer, Engineer's agent, or another entity over which Engineer exercises control. Engineer shall also save and hold City harmless from any and all expenses, including but not limited to reasonable attorneys' fees which may be incurred by City in litigation or otherwise defending claims or liabilities which may be imposed on City to the extent resulting from such negligent activities by Engineer, its agents, or employees.

ARTICLE 23
ENGINEER'S RESPONSIBILITIES

Engineer shall be responsible for the accuracy of his/her/its Engineering Services and shall promptly make necessary revisions or corrections to its work product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. City shall determine Engineer's responsibilities for all questions arising from design errors and/or omissions. Engineer shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the project has been completed.

ARTICLE 24
ENGINEER'S SEAL

The responsible engineer shall sign, seal and date all appropriate engineering submissions to City in accordance with the Texas Engineering Practice Act and the rules of the State Board of Registration for Professional Engineers.

ARTICLE 25
NON-COLLUSION, FINANCIAL INTEREST PROHIBITED

(1) Non-collusion. Engineer warrants that he/she/it has not employed or retained any company or persons, other than a bona fide employee working solely for Engineer, to solicit or secure this Contract, and that he/she/it has not paid or agreed to pay any company or engineer any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, City reserves and shall have the right to annul this Contract without liability or, in its discretion and at its sole election, to deduct from the contract price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

(2) Financial Interest Prohibited. Engineer covenants and represents that Engineer, his/her/its officers, employees, agents, consultants and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required for the construction of the project.

ARTICLE 26
INSURANCE

(1) Insurance. Engineer, at Engineer's sole cost, shall purchase and maintain during the entire term while this Contract is in effect professional liability insurance coverage in the minimum amount of One Million Dollars per claim from a company authorized to do insurance business in Texas and otherwise acceptable to City. Engineer shall also notify City, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.

(2) Subconsultant Insurance. Without limiting any of the other obligations or liabilities of Engineer, Engineer shall require each subconsultant performing work under this Contract to maintain during the term of this Contract, at the subconsultant's own expense, the same stipulated minimum insurance required in Article 26, Section (1) above, including the required provisions and additional policy conditions as shown below in Article 26, Section (3).

Engineer shall obtain and monitor the certificates of insurance from each subconsultant in order to assure compliance with the insurance requirements. Engineer must retain the certificates of insurance for the duration of this Contract, and shall have the responsibility of enforcing these insurance requirements among its subconsultants. City shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

(3) Insurance Policy Endorsements. Each insurance policy shall include the following conditions by endorsement to the policy:

- (a) Engineer shall notify City thirty (30) days prior to the expiration, cancellation, non-renewal in coverage, and such notice thereof shall be given to City by certified mail to:

City Manager, City of Round Rock
221 East Main Street
Round Rock, Texas 78664

- (b) The policy clause “Other Insurance” shall not apply to any insurance coverage currently held by City, to any such future coverage, or to City’s Self-Insured Retentions of whatever nature.

(4) Cost of Insurance. The cost of all insurance required herein to be secured and maintained by Engineer shall be borne solely by Engineer, with certificates of insurance evidencing such minimum coverage in force to be filed with City. Such Certificates of Insurance are evidenced as Exhibit E herein entitled “Certificates of Insurance.”

ARTICLE 27 **COPYRIGHTS**

City shall have the royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any reports developed by Engineer for governmental purposes.

ARTICLE 28 **SUCCESSORS AND ASSIGNS**

This Contract shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. Engineer may not assign, sublet or transfer any interest in this Contract, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of City.

ARTICLE 29 **SEVERABILITY**

In the event any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

ARTICLE 30 **PRIOR AGREEMENTS SUPERSEDED**

This Contract constitutes the sole agreement of the parties hereto, and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein. This Contract may only be amended or supplemented by mutual agreement of the parties hereto in writing.

ARTICLE 31
ENGINEER'S ACCOUNTING RECORDS

Records pertaining to the project, and records of accounts between City and Engineer, shall be kept on a generally recognized accounting basis and shall be available to City or its authorized representatives at mutually convenient times. The City reserves the right to review all records it deems relevant which are related to this Contract.

ARTICLE 32
NOTICES

All notices to either party by the other required under this Contract shall be personally delivered or mailed to such party at the following respective addresses:

City:

City of Round Rock
Attention: City Manager
221 East Main Street
Round Rock, TX 78664

and to:

Stephanie L. Sandre
City Attorney
309 East Main Street
Round Rock, TX 78664

Engineer:

Brittany Fairburn
Project Manager
1701 Directors Boulevard, Suite 100
Austin, TX 78744

ARTICLE 33
GENERAL PROVISIONS

(1) Time is of the Essence. The Services shall be performed expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer. Engineer understands and agrees that time is of the essence and that any failure of Engineer to complete the Engineering Services for each phase of this Contract within the agreed Work Schedule may constitute a material breach of this Contract. Engineer shall be fully responsible for his/her/its delays or for failures to use his/her/its reasonable efforts in accordance with the terms of this Contract and the Engineer's standard of

performance as defined herein. Where damage is caused to City due to Engineer's negligent failure to perform City may accordingly withhold, to the extent of such damage, Engineer's payments hereunder without waiver of any of City's additional legal rights or remedies. Any determination to withhold or set off shall be made in good faith and with written notice to Engineer provided, however, Engineer shall have fourteen (14) calendar days from receipt of the notice to submit a plan for cure reasonably acceptable to City.

(2) Force Majeure. Neither City nor Engineer shall be deemed in violation of this Contract if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

(3) Enforcement and Venue. This Contract shall be enforceable in Round Rock, Williamson County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

(4) Standard of Performance. The standard of care for all professional engineering, consulting and related services performed or furnished by Engineer and its employees under this Contract will be the care and skill ordinarily used by members of Engineer's profession practicing under the same or similar circumstances at the same time and in the same locality. Excepting Articles 25 and 34 herein, Engineer makes no warranties, express or implied, under this Contract or otherwise, in connection with the Engineering Services.

(5) Opinion of Probable Cost. Any opinions of probable project cost or probable construction cost provided by Engineer are made on the basis of information available to Engineer and on the basis of Engineer's experience and qualifications and represents its judgment as an experienced and qualified professional engineer. However, since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, Engineer does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost Engineer prepares.

(6) Opinions and Determinations. Where the terms of this Contract provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

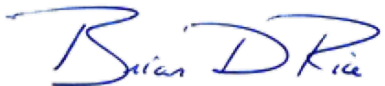
ARTICLE 34
SIGNATORY WARRANTY

The undersigned signatory for Engineer hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Contract and that he/she has full and complete authority to enter into this Contract on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing City to enter into this Contract.

IN WITNESS WHEREOF, the City of Round Rock has caused this Contract to be signed in its corporate name by its duly authorized City Manager or Mayor, as has Engineer, signing by and through its duly authorized representative(s), thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof.

[signature pages follow]

BGE, INC.

By: 

Printed Name: Brian D. Rice

Title: Director

CITY OF ROUND ROCK, TEXAS

APPROVED AS TO FORM:

By: _____
Craig Morgan, Mayor

Stephanie L. Sandre, City Attorney

ATTEST:

By: _____
Ann Franklin, City Clerk

LIST OF EXHIBITS ATTACHED

- | | |
|---------------|---------------------------|
| (1) Exhibit A | City Services |
| (2) Exhibit B | Engineering Services |
| (3) Exhibit C | Work Schedule |
| (4) Exhibit D | Fee Schedule |
| (5) Exhibit E | Certificates of Insurance |

EXHIBIT A
City Services

- City of Round Rock will provide all available digital design files used in the Hazen and Sawyer Basis of Design Report dated 2/5/2025 (BODR) for the sewershed and associated documents to the Engineer, as needed. This includes BODR Table 5-1 10 year and buildout flows.
- City of Round Rock will provide any available as-built files of existing infrastructure within the Project Limits described in the BODR.
- City of Round Rock will provide any ancillary Master Plans that may have concurrent interests with the proposed improvements as described in the BODR, such as the 2023 Transportation Master Plan and Round Rock 2030 Comprehensive Plan.
- City of Round Rock will facilitate discussions with potential developers in the sewershed, as needed.
- City of Round Rock will provide any records available which would assist in the completion of the project development within two weeks of NTP.
- City of Round Rock will provide timely reviews and decisions necessary to maintain the project work schedule.
- City of Round Rock will provide the WILCO models for Cottonwood Creek to BGE in electronic format within 8-weeks of NTP. For the interim, the lift station location will be located based on the limits of the 500-year floodplain.
- Recordation of easements shall be the responsibility of the City.

EXHIBIT B

Engineering Services

Project Background

The City of Round Rock (City) plans to construct a lift station and force main to provide wastewater service for future developments in the area bounded by TX-130 on the west, CR 100 on the east, CR 107 on the north, and CR 118 on the south. A Basis of Design Report (BODR) was performed by Hazen and Sawyer, dated February 2025, that evaluated the wastewater system in this area and provided recommendations for the lift station and force main. These recommendations included conceptual alignments for the gravity system contributing to the lift station, an 18-inch force main, and a 36.5-foot-deep triplex lift station with a 12-foot diameter wet well.

BGE, Inc. (BGE) has been engaged to provide preliminary engineering design services for the Cottonwood Lift Station and Force Main (Project). During a scoping kickoff meeting on October 31, 2025, the City directed BGE to scope the preliminary engineering phase of the Project and to review and update the size and depth recommendations provided in the BODR. BGE plans to implement the preliminary engineering phase of this project using a three-step approach. The first step will focus on evaluating the sewershed using flows received from the City and the gravity system shown in the BODR and in the 2023 Wastewater Master Plan Addendum to refine the sizes, slopes, and elevations required due to current existing utilities and topography. Survey will be performed for the creek crossings where the interceptors shown in the BODR cross the creek at two locations.

The second step will incorporate the recommendations from the first step, as well as the drainage, environmental, structural, and electrical recommendations, to evaluate the size and depth of the lift station and force main and recommend the location and layout. The City will provide the Williamson County (WILCO) models for Cottonwood Creek. The conceptual location of the lift station will be located outside of the existing 500-year floodplain until the models are received from the City. It is assumed that the models will be provided to BGE within 8-weeks of NTP. This information will be summarized in the Preliminary Engineering Report (PER).

Once the PER is finalized and the City has approved the recommended lift station and force main size and location, then the geotechnical and remaining surveying field services for the Project will be performed. At this time, BGE will coordinate with the City to develop the final design scope of services.

Scope of Services

BGE has prepared the following Scope of Services for the completion of the Project. The various tasks and deliverables are to be performed and submitted in accordance with the Project's approved schedule.

I. Preliminary Engineering Services

1. Project Management and Meetings

- a. Project Management: Communication and submittals to the City shall be directed through the team's Project Manager, unless specifically authorized otherwise. The project management activities shall include task leadership and direction, telephone and written communication, project updates and status reports, project schedule, and personnel and data management.

- b. Meetings and Site Visits: Meetings will include submittal discussions, schedule updates, and overall project coordination. BGE will supply meeting minutes within one (1) week following the meeting.
 - i. One (1) 2-hour site visit during the preliminary engineering phase is included in this task.
 - ii. It is assumed that the preliminary engineering phase will occur over a 6-month period with a monthly 1-hour virtual project meeting with City staff, for a total of six (6) meetings, held via MS Teams.
- c. Workshops: BGE will prepare exhibits and presentations for each workshop and will supply meeting minutes within one (1) week following the meeting.
 - i. One (1) 1-hour workshop with the City Planning and Development Services Department to confirm developments and timing of the developments that the City expects to contribute to the lift station and to review the gravity system analysis.
 - ii. One (1) 1-hour in-person workshop with City Operators to review the recommended lift station layout prior to submittal of the final PER.
 - iii. One (1) 2-hour in-person design review workshop with the City after submitting the PER.
- d. Coordination with existing utilities for records research, stakeholders, and sub-consultants.

2. Gravity System Analysis

Upon written Notice to Proceed (NTP) from the City, BGE shall evaluate the gravity system that will contribute flows to the lift station as described in the BODR and Wastewater Master Plan Addendum. The BODR proposed four alignments for the gravity system contributing to the lift station. These include the Northeast Alignment, Northwest Alignment, West Alignment, and Northeast and Northwest Combined Alignment. The assumptions made in the BODR will be reviewed and updated based on current conditions to evaluate the size, location, and phasing of the gravity system that will contribute to the lift station. Detailed tasks are as follows:

- a. Review and update size and depth of gravity alignments shown in the BODR based on current topography and utilities.
- b. Review of City of Round Rock's Transportation Master Plan, Wastewater Master Plan Addendum, and Round Rock Comprehensive Plan to evaluate buildout potential.
- c. Review gravity alignment sizes for initial, interim, and ultimate phasing.
- d. Deliverables:
 - i. Documentation of development and flows, pipe sizes, and phasing for each of the sub-sewersheds based on planning discussions in the form of a technical memorandum.
 - ii. One (1) exhibit that shows the configuration of the gravity alignments with sizes.

3. Preliminary Engineering

Following the workshop with the City to review the gravity system analysis, BGE will commence the Preliminary Engineering Phase with the primary goal of providing a PER. The PER shall include the recommended lift station site location and layout, force main alignment and sizing, review of

constructability, cost comparison, and list of easement needs. In addition, conceptual plans will be prepared showing plan view of the recommended lift station layout and force main alignment to be included in the PER. Detailed tasks are as follows:

- a. Lift Station Sizing and Layout
 - i. Analysis to confirm the lift station and wet well sizing required using flows received from the City.
 - ii. Evaluation of one (1) lift station alternative including evaluation of the site location and layout - Includes preparation of a conceptual overall lift station site plan showing the recommended lift station alternative.
 - iii. Recommend land acquisition required for the lift station site and force main. A list of the easements required, including sizes and the property owner information from the Williamson County Appraisal District (WCAD) shall be included in the PER.
- b. Force Main Sizing and Layout
 - i. Analysis of force main sizing, phasing, and calculation of Total Dynamic Head (TDH) using flows received from the City. Any changes to the force main sizing from the BODR shall be justified in the PER using standard hydraulic criteria.
 - ii. Evaluation of up to one (1) force main alignment to determine recommended horizontal alignment location. This includes preparation of a conceptual overall plan showing the horizontal alignment of the force main.
- c. Phasing Analysis
 - i. Phasing analysis and recommendation for the lift station since developments and gravity lines contributing to the lift station will be constructed at different times. This will include an evaluation of the number of pumps required and if Variable Frequency Drives (VFDs) will be required for phasing. Phasing plan will address initial, interim, and ultimate operations.
- d. Preparation of PER to include recommendations for the lift station site and layout, force main alignment, environmental memorandum, odor control, electrical building vs. outdoor rack, site security, lighting, land acquisition, and phasing plan for initial, interim, and ultimate operations.
- e. Development of 30% Opinion of Probable Construction Cost (OPCC) for the recommended lift station alternative and force main alignment.
- f. Deliverables:
 - i. PER in electronic format.
 - ii. 30% Lift Station Site Layout and Elevation in electronic format, 11"x17", one (1) sheet.
 - iii. 30% Lift Station Site Plan in electronic format, 11"x17", one (1) sheet.
 - iv. 30% Force Main alignment in plan view in electronic format, eleven (11) sheets.
 - v. 30% OPCC in electronic format.

4. Floodplain Analysis

The City will provide WILCO models for Cottonwood Creek to determine the draft Atlas-14 100-year floodplain delineation and its correlation with the proposed lift station. The following services shall be conducted for the Project:

- a. Review the WILCO models for Cottonwood Creek to determine the draft Atlas-14 100-year floodplain delineation, base flood elevations, and their correlation with the proposed lift station. BGE will not perform any updates or modifications to the Atlas-14 models.
- b. Determine the Minimum Finished Floor Elevation (MFFE) for the lift station site, which is assumed to be 12-inches above the base flood elevation.
- c. Deliverables:
 - i. Provide a technical memorandum documenting the 100-year floodplain delineation across the proposed lift station and recommended MFFE. The technical memorandum will be a stand-alone document, signed and sealed by a Texas PE.

5. Structural Engineering

The following structural engineering services shall be conducted for the Project:

- a. Provide preliminary recommendations for the structural design of the lift station and force main.
- b. Cost analysis for a masonry fence option and electrical building option.
- c. Deliverables:
 - i. Preliminary structural recommendations to be included in the PER.
 - ii. 30% OPCC for masonry fence and electrical building in electronic format.

6. Electrical Engineering

The following electrical engineering services shall be conducted for the Project:

- a. Meetings and Workshops
 - i. Attendance at two (2) in-person workshops.
 - ii. Attendance at two (2) 1-hour monthly project meetings with City via MS Teams.
- b. Evaluate one (1) lift station site alternative, as well as an electrical building vs. outdoor rack.
- c. Evaluation shall be for initial firm capacity, with space and allowances for a future pump. Oncor service and main electrical gear shall be sized for ultimate capacity.
- d. Perform preliminary sizing of the electric generator for ultimate capacity.
- e. The evaluations and recommendations for lighting, security, site layout, and outdoor rack vs. indoor building for electrical equipment shall be included in the PER.
- f. Prepare one (1) one-line diagram for recommended electrical configuration.
- g. One (1) utility coordination meeting with Oncor to include coordination for the route to bring power to the site and an estimate of Oncor's fees.
- h. Deliverables:
 - i. One (1) one-line diagram in electronic format.
 - ii. Electrical recommendations to be included in the PER.
 - iii. 30% OPCC in electronic format.

7. Quality Assurance and Quality Control (QA/QC)

- a. BGE will conduct QA/QC reviews of each deliverable prior to final submittal to the City.

II. Field Engineering Services

1. Environmental Engineering

The following environmental services shall be conducted for the Project:

- a. BGE shall complete an environmental constraints analysis to identify resources occurring within the proposed project area that could warrant additional consideration during design.
- b. BGE shall prepare an environmental due diligence memorandum identifying known environmental resources, applicable regulatory requirements, and a summary of next steps (if any) for the proposed project.
- c. Desktop research including a review of applicable and readily available public data including, historical aerial photographs, U.S. Fish & Wildlife's National Wetland Inventory and critical habitat, U.S. Geological Survey's National Hydrography dataset and topographic maps, Texas Commission on Environmental Quality hazardous material database and Edwards Aquifer Zones, and Texas Historical Commission Atlas data including cemeteries and known archeological sites.
- d. One (1) site visit to document existing conditions, verify the presence of mapped resources, and identify any additional constraints that may warrant additional steps. Field results shall be incorporated into the memorandum.
- e. Deliverables:
 - i. Environmental Due Diligence Memorandum to include: an outline of the findings, regulatory requirements, and recommended next steps for project planning. The memorandum shall include relevant attachments, such as an environmental constraints map, applicable figures and tables, and photographic documentation. This memorandum will be included as an appendix to the PER.

2. Surveying Services

BGE shall perform research and field surveying to provide a force main route and lift station site design survey, and locating up to five (5) bore holes. The following surveying services shall be conducted for the Project:

- a. Boundary, topographic, and tree survey along the 4,300 LF force main route (70-foot swath) and 85'x115' lift station site, from the north edge of pavement extending 50 feet north of the northerly CR 118 right-of-way, to include topography data in order to create 1-foot contours, locate improvements, marked utilities (QL-D), and locate hardwood trees in accordance with the City of Round Rock Code of Ordinances.
 - i. Texas 811 (One Call) shall be contacted at least 48 hours prior to field survey.
 - ii. BGE shall locate and survey up to five (5) geotechnical borings in the Project area.
- b. Prior to topographic survey, BGE will attempt to contact property owners of the nine (9) parcels to be impacted by the project for right of entry by sending one (1) letter by regular mail and one (1) by certified mail, and attempt to contact on premises once, if possible. BGE will notify the City of any non-responsive or access denied properties.

- c. Preparation of metes and bounds descriptions of nine (9) temporary and nine (9) permanent easements, to be signed and sealed by a registered land surveyor.
- d. Topographic survey of two creek crossings to include top of bank and bottom of channel (100-foot swath). These elevations will be necessary to define the interceptor creek crossing depths.
- e. Deliverables:
 - i. Survey showing the topography data, improvements, utilities (QL-D), and hardwood trees in accordance with City of Round Rock Code of Ordinances in electronic format (CAD file).
 - ii. Metes and bounds descriptions of easements in electronic format. Recordation of easements will be the responsibility of the City.

3. Geotechnical Engineering (Arias)

The following geotechnical engineering services shall be conducted for the Project. Reference Arias scope in Attachment A for a detailed scope of geotechnical engineering services.

- a. Field Investigation – Up to five (5) borings will be completed: one (1) at the lift station site (45-foot depth) and four (4) along the force main alignment (up to 15-foot depth).
- b. Deliverables:
 - i. Geotechnical Engineering Report in electronic format.

III. Compensation

- a. Reference Exhibit “C” for a breakdown of services.

IV. Schedule

BGE’s submittals to the City will generally follow the durations below based on NTP (assuming 4 week or less turnaround reviews from the City). Survey and Geotechnical Engineering for the lift station site and force main alignment will begin field work after the PER is finalized and while the scope of work for final design is being developed.

Task Name	Duration	Start	Finish
NTP	1 day	Wed 4/1/26	Wed 4/1/26
Gravity Analysis Memorandum	45 days	Thurs 4/2/26	Wed 6/3/26
PER	45 days	Thurs 6/4/26	Fri 8/7/26
PER CORR Review	20 days	Mon 8/10/26	Fri 9/4/26
Finalize PER	10 days	Tues 9/8/26	Mon 9/21/26

V. Assumptions

- a. Archeological professional services are not included in this scope of work.
- b. Platting and land acquisition are not included in this scope of work. It is understood that this will be included in the final design phase, to be a separate scope of work.

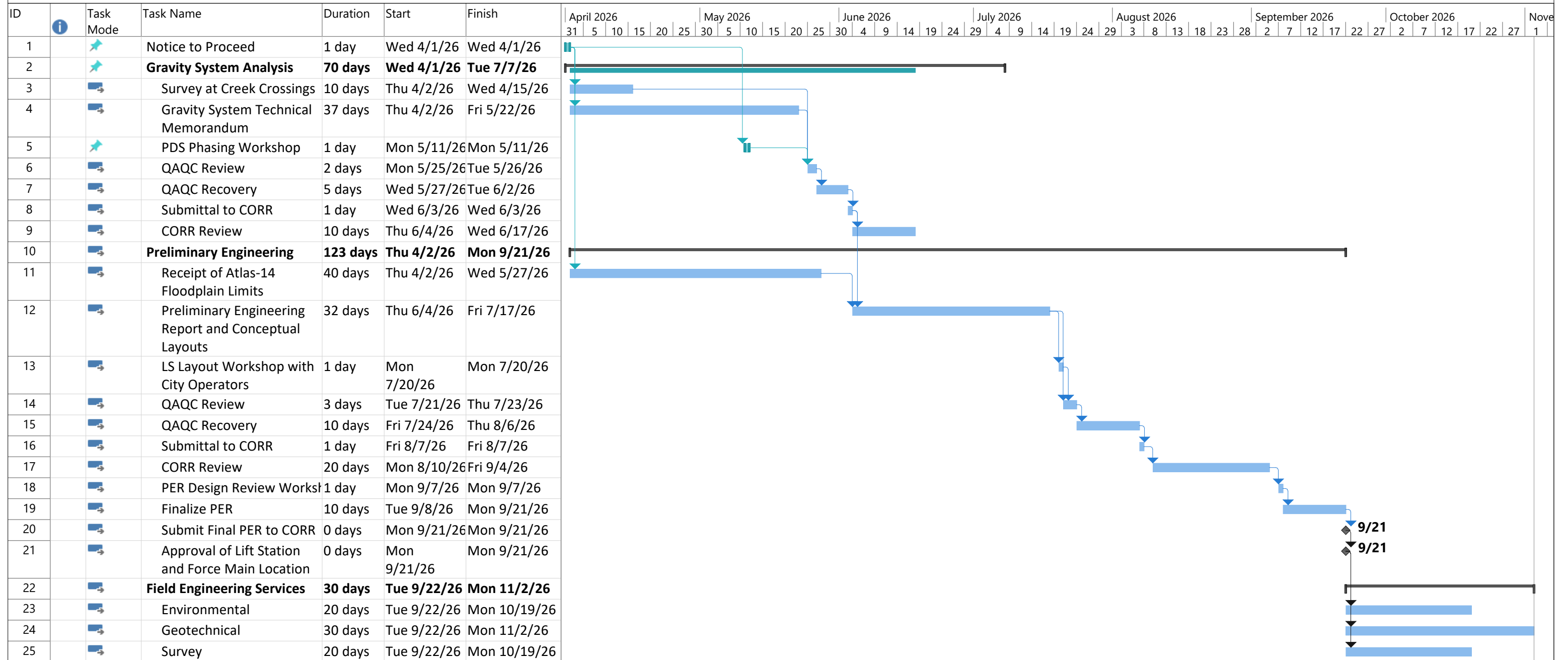
- c. The final design phase will be a separate scope of work. This scope of work will only include the preliminary design phase.
- d. Subsurface Utility Engineering (SUE) QL-D will be provided by the Survey task. Additional SUE QL-C, B, and A will be provided, as needed, during the final design phase as a separate scope of work.
- e. Public meetings with stakeholders, including property and business owners, are not part of this scope of services.
- f. BGE will prepare the design in accordance with applicable state and local codes/ordinances including, but not limited to, the City of Round Rock Utility Criteria Manual and City of Round Rock Design and Construction Standards. Where City of Round Rock criteria is incomplete, City of Austin Utility Criteria Manual and City of Austin Design and Construction Standards will be used.
- g. All environmental agency coordination and permitting, including, but not limited to USACE, TCEQ, Texas Historical Commission, Texas Parks and Wildlife Department, and/or U.S. Fish and Wildlife Service are excluded from this contract and will be included in the final design phase under separate contract.
- h. Formal environmental delineations, detailed environmental surveys, and permit-level documentation are not included in this scope.
- i. Surveys included, but not limited to protected karst species, archaeological/historical, and other threatened and endangered species (presence/absence) are excluded from this contract.
- j. The elevations of existing and potential utility conflicts with the gravity alignments are accurate as described in the BODR.
- k. A utility conflict matrix is not included in this scope of work.
- l. BGE will not re-analyze sewershed flow projects or apply new peaking or I&I methods. BGE will utilize the projected flows, gravity system routing, pipe sizes, and assumed depths developed in the Hazen Sawyer BODR (February 2025). Size and depth of the proposed gravity system will be re-evaluated by BGE based on existing available topographic survey data, available plans of existing utility crossings, and surveyed creek elevations.
- m. BGE will not provide new gravity alternative configurations.
- n. The City will provide BGE with the WILCO hydrologic and hydraulic models for Cottonwood Creek to be utilized in this analysis. BGE will not perform any H&H or floodplain modeling and mapping or make any updates or modifications to the models received. In the interim, the 500-year floodplain will be used in the conceptual location of the lift station. Once the models are received, BGE will finalize the lift station location. The models will need to be received within 8-weeks of NTP.
- o. BGE will rely upon the accuracy of the hydrologic and hydraulic models received by the City. BGE will utilize the received models as the base condition and only use the received models to determine a MFFE.

- p. BGE will rely upon existing as-built information and best available topographic data for areas adjacent to the Project area. Additional survey, outside of the agreed upon project area, via a supplemental contract will be submitted at the City's request.
- q. Services do not include the preparation and processing of a FEMA CLOMR-F or LOMR-F submittal package. If the project requires filling in the floodplain, BGE will provide CLOMR-F or LOMR-F services under a separate contract.

EXHIBIT C
Work Schedule

Attached Behind This Page

EXHIBIT C: WORK SCHEDULE



Project: 2026-01-09_Cottonwood Date: Wed 3/4/26	Task		Project Summary		Manual Task		Start-only		Deadline	
	Split		Inactive Task		Duration-only		Finish-only		Progress	
	Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
	Summary		Inactive Summary		Manual Summary		External Milestone			

EXHIBIT D
Fee Schedule

Attached Behind This Page

**Exhibit D:
FEE SCHEDULE FOR
CORR - Cottonwood Lift Station Force Main
Proposal Request**

ITEM NO.	Project Name: Cottonwood Lift Station & Force Main 12/29/2025 2025 BGE Rates Prepared By: Brittany Fairburn	Project Manager	Project Professional	Professional Engineer II	QA/QC Manager	EIT II	Sup CAD III	Surveying Manager	Survey Technician	Environmental Field Services	Environmental Manager	Admin IV	Total Hours	BGE Cost	Arias Geotechnical	Subconsultant Subtotal	BGE Total	TOTAL COST	
		\$ 190.00 Fairburn	\$ 260.00 Chanis	\$ 166.00 Lacour	\$ 320.00 King	\$ 140.00	\$ 200.00 Mock	\$ 300.00	\$ 130.00	\$ 160.00	\$ 300.00	\$ 100.00 Delgadillo							
	TASK																		
I.	Preliminary Engineering Services																		
1	Project Management and Meetings																		
1a.	Project Management	72	32	16								6	126	\$ 25,256.00		\$ -	\$ 25,256.00	\$ 25,256.00	
1b.	Meetings (prep, exhibits, and minutes)	10	12	26		26							74	\$ 12,976.00		\$ -	\$ 12,976.00	\$ 12,976.00	
1c.	Workshops (prep, exhibits, and minutes)	10	16	28		28							82	\$ 14,628.00		\$ -	\$ 14,628.00	\$ 14,628.00	
1d.	Coordination with existing utilities, stakeholders, and sub-consultants	4		16		16							36	\$ 5,656.00		\$ -	\$ 5,656.00	\$ 5,656.00	
2	Gravity System Analysis																		
2a.	Review and Update Size and Depth of Gravity Alignments	4	4	40		32							80	\$ 12,920.00		\$ -	\$ 12,920.00	\$ 12,920.00	
2b.	Review of Master Plans and Comprehensive Plans	2		8									10	\$ 1,708.00		\$ -	\$ 1,708.00	\$ 1,708.00	
2c.	Review of Gravity System Phasing	4	4	32									40	\$ 7,112.00		\$ -	\$ 7,112.00	\$ 7,112.00	
3	Preliminary Engineering																		
3a.	Lift Station Sizing and Layout (2 sheets)	8	8	16		12	12						56	\$ 10,336.00		\$ -	\$ 10,336.00	\$ 10,336.00	
3b.	Force Main Sizing and Layout (11 sheets)	8	8	88		66	66						236	\$ 40,648.00		\$ -	\$ 40,648.00	\$ 40,648.00	
3c.	Phasing Analysis	8	8	24		16							56	\$ 9,824.00		\$ -	\$ 9,824.00	\$ 9,824.00	
3d.	Preliminary Engineering Report (PER)	8	4	16		24							52	\$ 8,576.00		\$ -	\$ 8,576.00	\$ 8,576.00	
3e.	30% Opinion of Probable Construction Cost (OPCC)	4		8		8							20	\$ 3,208.00		\$ -	\$ 3,208.00	\$ 3,208.00	
4	Floodplain Analysis	4		12		24							40	\$ 6,112.00		\$ -	\$ 6,112.00	\$ 6,112.00	
5	Structural Engineering	4		24									28	\$ 4,744.00		\$ -	\$ 4,744.00	\$ 4,744.00	
6	Electrical Engineering	4		32		80							116	\$ 17,272.00		\$ -	\$ 17,272.00	\$ 17,272.00	
7	Quality Assurance and Quality Control (QA/QC)				46								46	\$ 14,720.00		\$ -	\$ 14,720.00	\$ 14,720.00	
	Sub-Total Preliminary Engineering Services	154	96	386	46	332	78	0	0	0	0	6	1098	\$ 195,696.00		\$ -	\$ 195,696.00	\$ 195,696.00	
II.	Field Engineering Services																		
1	Environmental Engineering	4		6						12	12		34	\$ 7,276.00		\$ -	\$ 7,276.00	\$ 7,276.00	
2	Surveying																		
3a.	Topographic, Tree, Boundary Survey & Locating Geotechnical Bore Holes	4		6				40	120				170	\$ 29,356.00		\$ -	\$ 29,356.00	\$ 29,356.00	
3b.	Right of Entry Coordination (11 properties)	4		4				10	18				36	\$ 6,764.00		\$ -	\$ 6,764.00	\$ 6,764.00	
3c.	Easement Metes & Bounds Descriptions (9 temporary, 9 permanent)	4		6				40	120				170	\$ 29,356.00		\$ -	\$ 29,356.00	\$ 29,356.00	
3d.	Topographic Survey of Creek Crossings (2)	2		2				4	12				20	\$ 3,472.00		\$ -	\$ 3,472.00	\$ 3,472.00	
4	Geotechnical Engineering (Arias)	8		8									16	\$ 2,848.00	\$ 14,530.00	\$ 14,530.00	\$ 2,848.00	\$ 17,378.00	
	Sub-Total Field Engineering Services	26	0	32	0	0	0	94	270	12	12	0	446	\$ 79,072.00		\$ 14,530.00	\$ 79,072.00	\$ 93,602.00	
	TOTAL FEE	180	96	418	46	332	78	94	270	12	12	6	1544	\$ 274,768.00		\$ 14,530.00	\$ 274,768.00	\$ 289,298.00	



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

November 20, 2025
Arias Project No. 2025-717

VIA Email: bfairburn@bgeinc.com

Ms. Brittany Fairburn
BGE, Inc.
1701 Directors Blvd, Suite 100
Austin, TX 78744

RE: Proposal for Preliminary Geotechnical Engineering Services
CoRR - Cottonwood West Lift Station and Force Main
Round Rock, TX

Dear Ms. Fairburn:

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

Project Information

The project will include the installation of approximately 4,307 linear feet of a new force main, and the construction of a new lift station in Round Rock, Texas. The proposed lift station is located approximately 485-ft west of the intersection of CR 118 with CR 100. The force main will run parallel to CR 118, from approximately 1,345-ft east of its intersection with SH-130 until the proposed lift station. The force main is anticipated to be installed utilizing the open cut method of installation, and the invert depth of the pipeline is anticipated to be within 10-ft of the existing grade. We understand the project is currently in a preliminary phase.

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

Proposed Investigation

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

Borings	No. of Borings	Boring Depth (ft)	Footage
Alignment	4	15	60
Lift Station	1	45	45
Total			105

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 BGE, Inc. 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.

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.

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. Excess soil cuttings will be dispersed in the area adjacent to the borings. No other site or crop 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), and unconfined compression strength testing. The actual laboratory program will depend upon the type of soils encountered.

Reporting

We will issue electronic copy of the Geotechnical Engineering Report prepared by a licensed professional engineer in the State of Texas. Specifically, the reports will include the following:

- 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;
- Bedding and backfilling recommendations for trenched excavations;
- Modulus of soil reaction, E' , for buried pipelines;
- Foundation recommendations for proposed structures including allowable bearing pressures, buoyancy consideration and bearing elevations;
- Site preparation recommendations and construction considerations to aid in mitigating expansive soils to help reduce the design PVR to 1" during and after construction;
- Below grade wall recommendations include equivalent lateral earth pressures and sliding coefficients, and drainage provisions;
- Site Class Determination based on the 2021 IBC;
- General recommendations for construction; and
- General recommendations for groundwater control.

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

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

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

Proposed Fee

We propose that the fee to perform the above outline preliminary scope of services be a lump sum of **\$14,530**. A Geotechnical Cost Breakdown is presented on the attached Exhibit B. Please note that for invoicing purposes the estimated quantities in the Geotechnical Cost Breakdown may vary (increase or decrease), depending on the actual level of effort needed to perform each item, but the lump sum fee will remain the same (**\$14,530**).

After our reports are submitted, additional engineering time required to attend teleconferences, meetings, site visits, review plans or specifications, will be charged at the hourly rates included in our Exhibit B. Additional soil borings and lab testing can be also performed on a time and material basis at the rates included in our Exhibit B. Also, stand-by time incurred in the field due to situations out of the control of Arias (e.g. right of access issues) will be charged at **\$300.00/hour**.

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

- Boring locations will be clear and accessible to our truck-mounted drilling equipment. No clearing of vegetation (nor the corresponding permits and fees), trees, brush or debris is included in this proposal;
- The ground at the time of the field investigation should be dry and strong enough to support the weight of the drilling and support vehicles. Otherwise, the client will be informed about the need to utilize an all-terrain vehicle to access boring locations;
- We will be provided with maps of existing known public and private utilities, and we will notify Texas 811 at least 72 hours prior to drilling;
- 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 1 to 2 weeks. Drilling of the boreholes will take 1 to 2 days. Laboratory testing will take another 1 to 2 weeks. We anticipate submitting a draft report about 5 to 6 weeks following 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 BGE Inc.'s Subcontract for Professional Services. We will begin work upon receipt of a signed copy of the subcontract. Please attach this proposal to the subcontract and email it to 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



Dexter Bacon, P.E.
Principal Engineer

Attachments:

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



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

BORING LOCATION PLAN
 CoRR – Cottonwood West Lift Station &
 Force Main
 Round Rock, TX

Exhibit A

Date: November 20, 2025	Job No.: 2025-717
Drawn By: HM	Checked By: MU
Approved By: MU	Scale: N.T.S.



Exhibit B - Geotechnical Cost Estimate
CoRR - Cottonwood Lift Station and Force Main
Round Rock, Texas

Task	Item Description	Est. Qty.	Unit	Unit Price	Est. Total Price
1 Field Exploration					
1.1 Planning and Coordination					
	Engineer in Training (Drilling Plan, One-Call)	8	hr	\$ 125.00	\$ 1,000.00
	Engineering Technician (Staking of Borings, Utility Clearance)	8	hr	\$ 85.00	\$ 680.00
	Trip Charge	2	ea	\$ 65.00	\$ 130.00
	Senior Geotechnical Engineer	2	hr	\$ 195.00	\$ 390.00
	Principal Engineer	1	hr	\$ 230.00	\$ 230.00
				1.1 Subtotal	\$ 2,430.00
1.2 Drilling and Sampling					
	Mobilization (Truck drill rig)	1	ea	\$ 600.00	\$ 600.00
	Air Compressor	2	day	\$ 225.00	\$ 450.00
	Soil Drilling and Sampling - Up to 50 feet	10	ft	\$ 27.00	\$ 270.00
	Rock Coring - Up to 50 feet	95	ft	\$ 33.00	\$ 3,135.00
	Backfill holes	105	ft	\$ 4.00	\$ 420.00
	Drill Logger	14	hr	\$ 85.00	\$ 1,190.00
	Trip Charge (Arias - Logger)	2	ea	\$ 65.00	\$ 130.00
				1.2 Subtotal	\$ 6,195.00
				Field Exploration TOTAL:	\$ 8,625.00
2 Laboratory Soil Testing					
2.1 Arias Laboratory					
	Moisture Content (ASTM D2216)	10	ea	\$ 20.00	\$ 200.00
	Atterberg Limits (ASTM D4318)	10	ea	\$ 85.00	\$ 850.00
	Particle Gradation, Including No. 200 sieve (ASTM D422)	10	ea	\$ 85.00	\$ 850.00
	Unconfined Compressive Strength (rock or soil) (ASTM D7012 or D2166)	6	ea	\$ 75.00	\$ 450.00
	Engineer in Training	2	hr	\$ 125.00	\$ 250.00
				2.1 Subtotal	\$ 2,600.00
				Laboratory Testing TOTAL:	\$ 2,600.00
3 Engineering and Reporting					
	Principal Engineer	3	hr	\$ 230.00	\$ 690.00
	Senior Geotechnical Engineer	5	hr	\$ 195.00	\$ 975.00
	Engineer in Training	12	hr	\$ 125.00	\$ 1,500.00
	Data Processing	2	hr	\$ 70.00	\$ 140.00
				3.1 Subtotal	\$ 3,305.00
				Engineering TOTAL:	\$ 3,305.00
Project Total					\$ 14,530.00

EXHIBIT E
Certificates of Insurance

Attached Behind This Page

DESCRIPTIONS (Continued from Page 1)

Blanket Additional Insured on all policies (except Professional Liability and Workers Compensation), is provided to the Certificate Holder, when required by written contract or written agreement between the Named Insured and the Certificate Holder, but limited to the operations of the Named Insured per policy forms CNA75079XX 03/22, including completed operations (GL); CA2048 10/13 (Auto). Coverage provided on the General and Auto Liability is primary and non-contributory if required by written contract executed prior to a loss.

Blanket Waiver of Subrogation is provided on all policies as required by written contract executed prior to a loss, except as prohibited by law, per policy form CNA74858XX 01/15 (GL); CA0444 10/13 (Auto); WC420304B 06/14 (WC); CNA75504XX 03/15 (UL), LX4204 07/13(PL).

The Umbrella Follows Form to the underlying General, Auto and Employers Liability policies.

All policies include an endorsement providing that 30 days notice of cancellation, except 10 days notice for non-payment of premium, will endeavor to be given to the Certificate Holder by the Insurance Carrier, if required by written contract.

RE: Cottonwood Lift Station and Force Main