



**EXHIBIT**  
**"A"**

**CITY OF ROUND ROCK  
CONTRACT FOR ENGINEERING SERVICES**

**FIRM:** FREESE & NICHOLS, INC. (“Engineer”)  
**ADDRESS:** 10431 Morado Circle, Suite 300, Austin, TX 78759  
**PROJECT:** Addition of a 2<sup>nd</sup> Electric Utility Feed to the Reuse Facility

**THE STATE OF TEXAS** §  
§  
**COUNTY OF WILLIAMSON** §

THIS CONTRACT FOR ENGINEERING SERVICES (“Contract”) is made and entered into on this the \_\_\_ day of \_\_\_\_\_, 2023 by and between the CITY OF ROUND ROCK, a Texas home-rule municipal corporation, whose offices are located at 221 East Main Street, Round Rock, Texas 78664-5299, (hereinafter referred to as “City”), and Engineer, and such Contract is for the purpose of contracting for professional engineering services.

**RECITALS:**

WHEREAS, V.T.C.A., Government Code §2254.002(2)(A)(vii) under Subchapter A entitled “Professional Services Procurement Act” provides for the procurement by municipalities of services of professional engineers; and

WHEREAS, City and Engineer desire to contract for such professional engineering services; and

WHEREAS, City and Engineer wish to document their agreement concerning the requirements and respective obligations of the parties;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable considerations, and the covenants and agreements hereinafter contained to be kept and performed by the respective parties hereto, it is agreed as follows:

## **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 Three Hundred Seven Thousand One and No/100 Dollars, (\$307,001.00). 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:

David Freireich, PE  
Project Manager  
3400 Sunrise Road  
Round Rock, TX 78665  
Telephone Number (512) 563-1121

Fax Number N/A  
Email Address [dfreireich@roundrocktexas.gov](mailto:dfreireich@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:

Anne Hoskins, PE  
Project Manager  
10431 Morado Circle, Suite 300  
Austin, TX 78759  
Telephone Number (512) 617-3125  
Fax Number N/A  
Email Address [Anne.Hoskins@freese.com](mailto:Anne.Hoskins@freese.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 10**  
**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:**

Anne Hoskins, PE  
Project Manager  
10431 Morado Circle, Suite 300  
Austin, TX 78759

**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.

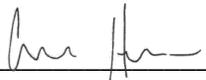
**ARTICLE 34**  
**SIGNATORY WARRANTY**

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 page follows]*

FREESE & NICHOLS, INC.

By:  \_\_\_\_\_

Signature of Principal

Printed Name:  Anne Hoskins

CITY OF ROUND ROCK, TEXAS

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Craig Morgan, Mayor

\_\_\_\_\_  
Stephanie L. Sandre, City Attorney

**ATTEST:**

By: \_\_\_\_\_  
Meagan Spinks, 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

The City of Round Rock will furnish to the Engineer the following items/ information as well as services:

1. Record drawings and documents pertaining to projects in the area, including existing record drawings.
2. Reuse model information including system curves.
3. Reuse customer information as needed.
4. Meet with FNI for project kickoff and preliminary site visit.
5. Meet with FNI for conceptual design and 90% design Review Meetings.
6. City of Round Rock Standard Bid and Contract Documents.
7. Advertise and distribute Bid Documents.
8. Setup and manage construction document portal.
9. The City of Round Rock will be responsible for environmental compliance with all local, state, and federal laws.
10. The City of Round Rock will aid in acquisition of the second electrical meter and will be responsible setting up the new account for the meter.

## EXHIBIT B

### Engineering Services

#### **Project Understanding**

The City of Round Rock (City) desires to conduct final design, bid phase, and construction phase services to add a second electric utility feed for the existing City owned and operated reuse pump station. The existing reuse pump station currently has a single electric utility feed from the local utility Oncor. The City also desires to add a fourth pump, motor and VFD to the reuse pump station and to modify current pump station controls. Based on discussions with the City, this design project will include the following major work elements as part of the Basic Services:

1. Coordinate with the local utility, Oncor, regarding the addition of a second utility service to the site. The second utility service will include a second pad mount transformer located on pump station property. The primary electric utility line and the utility transformer will be sized for all equipment fed from the existing pump station motor control center.
2. Design an open transition automatic transfer switch (ATS) to automatically transfer power from one utility service to the other upon loss of power. The ATS will be located after the utility transformers and before the existing pump station motor control center.
3. Design any power modifications to the existing pump station motor control center as needed to power the motor control center from the automatic transfer switch.
4. Coordinate with the City's consultant on overall reuse system hydraulics to coordinate changes to pump controls programming.
5. Use system curves provided by the City's consultant to select options for an additional pump at the reuse pump station.
6. Prepare design documents for a new pump, motor and VFD, with associated electrical improvements, to match existing pumps at the reuse pump station.
7. Perform upgrades to existing Reuse SCADA system to improve system hydraulics. Improvements will include control narrative development, PLC and HMI programming and commissioning and checkout. Upgrades will integrate pumping operating with automatic control via pump level, and also include pressure sustaining pump control utilizing an existing discharge pressure transmitter as the alternate process variable to the system.

#### **ARTICLE I**

##### **Basic Services:**

##### **Project Management Services:**

1. Internal Kickoff Meeting
2. External Kickoff Meeting and Site Visit
3. Develop Quality Assurance & Quality Control Plan for the Project
4. Conduct Quality Control and Quality Assurance Reviews
5. Periodic Internal Meetings
6. Periodic City Meetings ( three (3) virtual meetings assumed)

7. Monthly Status Reports (One Page Reports)
8. Maintain Scope, Budget, and Schedule
9. Periodic Communication with City

### Design Phase

FNI shall provide professional services in this phase as follows:

1. Prepare drawings, specifications, Construction Contract Documents and design for the addition of the second utility feed and pump.
2. Prepare an opinion of probable construction cost at each design milestone.
3. Prepare bidder's proposal forms of the improvements to be constructed.
4. Provide design submittals at Conceptual, 90% and 100% design milestones.

### Conceptual Design

1. Conduct one (1) on-site project Kick-Off meeting with the City to review the scope of services and verify the City's expectations and requirements for the project. Perform site investigation to confirm existing conditions and collect available site data.
2. Conduct two (2) coordination meetings with the City's consultant to discuss reuse system hydraulics and obtain system curves.
3. Perform topographic and boundary survey (BY SUBCONSULTANT).
4. Prepare memorandum documenting revised pump control recommendations and preliminary pump selection.
5. Provide conceptual drawings (11"x17") for review.
6. Provide Specification list for review.
7. Prepare conceptual design Opinion of Probable Construction Cost
8. Incorporate conceptual design comments in specifications and plans.
9. All conceptual design deliverables will be provided as PDFs (no hard copies).
10. Conduct a conceptual design review meeting with the City at the City's facility.

### Pre-Purchase Package for Long Lead Equipment

1. Accelerate and separate out drawings and specifications for long-lead equipment if needed for desired project completion date.
2. Incorporate comments on specifications and plans to produce Issued for Bid documents signed, sealed and suitable for bidding.

### 90% Design

1. Provide 90% drawings (11"x17") for review.
2. Provide Specifications for review.
3. Prepare 90% Opinion of Probable Construction Cost
4. Incorporate 90% comments in specifications and plans.
5. All 90% deliverables will be provided as PDFs (no hard copies).
6. Conduct a 90% review meeting with the City at the City's facility.

### 100% Design

1. Provide 100% drawings (11"x17") for review.
2. Provide 100% Specifications for review.
3. Prepare 100% Opinion of Probable Construction Cost
4. Incorporate 100% comments in specifications and plans.
5. All 100% deliverables will be provided as PDFs (no hard copies).
6. The 100% set will be signed and sealed, suitable for bidding.

### Bidding Phase

Upon completion of the design services and approval of "Final" drawings and specifications by the City, FNI shall provide professional services in this phase as follows. The following scope items will include pre-purchase phase for procurement of long-lead equipment if needed to achieve desired project delivery date. All scope items will be performed twice to account for two bid phases

1. Assist the City in securing bids. Issue a Notice to Bidders to prospective contractors and vendors listed in FNI's database of prospective bidders. Provide a copy of the notice to bidders for the City to use in notifying construction news publications and publishing appropriate legal notice. The cost for publications shall be paid by City.
2. Maintain information on entities that have been issued a set of bid documents. Distribute information on plan holders to interested contractors and vendors on request.
3. Assist City by responding to questions and interpreting bid documents. Prepare and issue addenda to the bid documents to plan holders if necessary.
4. At the City's request, FNI will assist the City in the opening, tabulating, and analyzing the bids received. Review the qualification information provided by the apparent low bidder to determine if, based on the information available, they appear to be qualified to construct the project. Recommend award of contracts or other actions as appropriate to be taken by City. Pre-qualification of all prospective bidders and issuing a list of eligible bidders prior to the bid opening is an additional service.
5. Assist the City in conducting and attend a pre-bid conference for the construction project and coordinate responses with City. Response to the pre-bid conference will be in the form of addenda issued after the conference. Attend the tour of the project site after the pre-bid conference.
6. Assist City in the preparation of Construction Contract Documents for construction contracts. Provide five (5) sets of Construction Contract Documents which include information from the apparent low bidders bid documents, legal documents, and addenda bound in the documents for execution by the City and construction contractor. Distribute one (1) copy of these documents to the contractor with a notice of award that includes directions for the execution of these documents by the construction contractor. Provide City with the remaining copies of these documents for use during construction. Additional sets of documents can be provided as an Additional Service.
7. Furnish contractor copies of the drawings and specifications for construction pursuant to the General Conditions of the Construction Contract.

### Construction Phase

Upon completion of the bid or negotiation phase services, FNI will proceed with the performance of construction phase general representation services as described below.

In performing these services, it is understood that FNI does not guarantee the Contractor's performance, nor is FNI responsible for the supervision of the Contractor's operation and employees. FNI shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, or any safety precautions and programs relating in any way to the condition of the premises, the work of the Contractor or any Subcontractor. FNI shall not be responsible for the acts or omissions of any person (except its own employees or agents) at the Project site or otherwise performing any of the work of the Project.

If General Conditions other than FNI's standard are used, the Client agrees to include provisions in the General Conditions that require Contractor to include FNI: (1) as an additional insured and in any waiver of subrogation rights with respect to such liability insurance purchased and maintained by Contractor for the Project (except workers' compensation and professional liability policies); and (2) as an indemnified party in the Contractor's indemnification provisions where the Client is named as an indemnified party.

1. Assist Client in conducting pre construction conference(s) with the Contractor(s), review construction schedules prepared by the Contractor(s) pursuant to the requirements of the construction contract, and prepare a proposed estimate of monthly cash requirements of the Project from information provided by the Construction Contractor.
2. Establish communication procedures with the Client and contractor. Submit monthly reports of construction progress. Reports will describe construction progress in general terms and summarize project costs, cash flow, construction schedule and pending and approved contract modifications.
3. Establish and maintain a project documentation system consistent with the requirements of the construction contract documents. Monitor the processing of contractor's submittals and provide for filing and retrieval of project documentation. Produce monthly reports indicating the status of all submittals in the review process. Review contractor's submittals, including, requests for information, modification requests, shop drawings, schedules, and other submittals in accordance with the requirements of the construction contract documents for the projects. Monitor the progress of the contractor in sending and processing submittals to see that documentation is being processed in accordance with schedules.
4. Review submittals associated with the project (12 submittals max).
5. Review RFI's associated with the project (4 RFI's max).
6. Based on FNI's observations as an experienced and qualified design professional and review of the Payment Requests and supporting documentation submitted by Contractor, determine the amount that FNI recommends Contractor be paid on monthly and final estimates, pursuant to the General Conditions of the Construction Contract.
7. Make monthly visits (assumed three) to the construction to observe the progress and the quality of work and to attempt to determine in general if the work is proceeding in accordance with the Construction Contract Documents. In this effort FNI will endeavor to protect the Client against defects and deficiencies in the work of Contractors and will report any observed deficiencies to Client. Visits to the site in excess of the specified number are an Additional Service.
8. Notify the Client of non-conforming work observed on site visits. Review quality related documents provided by the contractor such as test reports, equipment installation reports or other documentation required by the Construction contract documents.
9. Interpret the drawings and specifications for Client and Contractor(s). Investigations, analyses, and studies requested by the Contractor(s) and approved by Client, for substitutions of equipment and/or materials or deviations from the drawings and specifications is an additional service.

10. Establish procedures for administering constructive changes to the construction contracts. Process contract modifications and negotiate with the contractor on behalf of the Client to determine the cost and time impacts of these changes. Prepare change order documentation for approved changes for execution by the Client. Documentation of field orders, where cost to Client is not impacted, will also be prepared. Investigations, analyses, studies or design for substitutions of equipment or materials, corrections of defective or deficient work of the contractor or other deviations from the construction contract documents requested by the contractor and approved by the Client are an additional service. Substitutions of materials or equipment or design modifications requested by the Client are an additional service.
11. Prepare documentation for contract modifications required to implement modifications in the design of the project. Receive and evaluate notices of contractor claims and make recommendations to the Client on the merit and value of the claim on the basis of information submitted by the contractor or available in project documentation. Endeavor to negotiate a settlement value with the Contractor on behalf of the Client if appropriate. Providing these services to review or evaluate construction contractor(s) claim(s), supported by causes not within the control of FNI are an additional service.
12. Attend site visit related to pump startup for maximum one day. Prepare documentation of recorded head curve.
13. Conduct, in company with Client's representative, a final review of the Project for conformance with the design concept of the Project and general compliance with the Construction Contract Documents. Prepare a list of deficiencies to be corrected by the contractor before recommendation of final payment. Assist the City in obtaining legal releases, permits, warranties, spare parts, and keys from the contractor. Review and comment on the certificate of completion and the recommendation for final payment to the Contractor(s). Visiting the site to review completed work in excess of one (1) trips are an Additional Service.
14. Revise the construction drawings in accordance with the information furnished by construction Contractor(s) reflecting changes in the Project made during construction. Furnish Client three (3) sets of printed copies and one (1) electronic copy (.pdf format) of "Record Drawings."

## ARTICLE II

### **Additional Services:**

Any services performed by FNI that are not included in the Basic Services described above are Additional Services. Additional Services to be performed by FNI, if authorized by City, are described as follows:

1. Modification to existing pump equipment or pump motor controllers.
2. Addition of process mechanical equipment to the pump station.
3. Field layouts or the furnishing of construction line and grade surveys.
4. Geotechnical drilling, investigations, and reports.
5. GIS mapping services or assistance with these services.
6. Making property, boundary, and right-of-way surveys, preparation of easement and deed descriptions, including title search and examination of deed records.
7. Providing services to investigate existing conditions or facilities, or to make measured drawings thereof, or to verify the accuracy of drawings or other information furnished by City.
8. Revisions to drawings, specifications, or other documents when such revisions are 1) not consistent with approvals or instructions previously given by City or 2) due to other causes not solely within the control of FNI.



- B. Designate in writing a person to act as Client's representative with respect to the services to be rendered under this Agreement. Such person shall have contract authority to transmit instructions, receive information, interpret and define Client's policies and decisions with respect to FNI's services for the Project.
- C. Provide all criteria and full information as to Client's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Client will require to be included in the drawings and specifications.
- D. Assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
- E. Arrange for access to and make all provisions for FNI to enter upon public and private property as required for FNI to perform services under this Agreement.
- F. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by FNI, obtain advice of an attorney, insurance counselor and other consultants as Client deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay, or cause rework in, the services of FNI.
- G. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- H. Client shall make or arrange to have made all subsurface investigations, including but not limited to borings, test pits, soil resistivity surveys, and other subsurface explorations. Client shall also make or arrange to have made the interpretations of data and reports resulting from such investigations. All costs associated with such investigations shall be paid by Client.
- I. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as Client may require or FNI may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as Client may require to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract, and such inspection services as Client may require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.
- J. If Client designates a person to serve in the capacity of Resident Project Representative who is not FNI or FNI's agent or employee, the duties, responsibilities and limitations of authority of such Resident Project Representative(s) will be set forth in an Attachment attached to and made a part of this Agreement before the Construction Phase of the Project begins. Said attachment shall also set forth appropriate modifications of the Construction Phase General Representation services as defined in Attachment SC, Article I, D, together with such adjustment of compensation as appropriate.

- K. Attend the pre-bid conference, bid opening, preconstruction conferences, construction progress and other job-related meetings and substantial completion inspections and final payment inspections.
- L. Give prompt written notice to FNI whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of FNI's services, or any defect or nonconformance of the work of any Contractor.
- M. Furnish, or direct FNI to provide, Additional Services as stipulated in Attachment SC, Article II of this Agreement or other services as required.
- N. Bear all costs incident to compliance with the requirements of this Article IV.

#### ARTICLE V

**DESIGNATED REPRESENTATIVES:** FNI and Client designate the following representatives:

Client's Designated Representative – **[Name and contact information]**

Client's Accounting Representative – **[Name and contact information]**

FNI's Designated Representative – **Michael Lafferty, P.E.**

FNI's Accounting Representative – **Marissa Mendoza**

## EXHIBIT C

Work Schedule

Attached Behind This Page

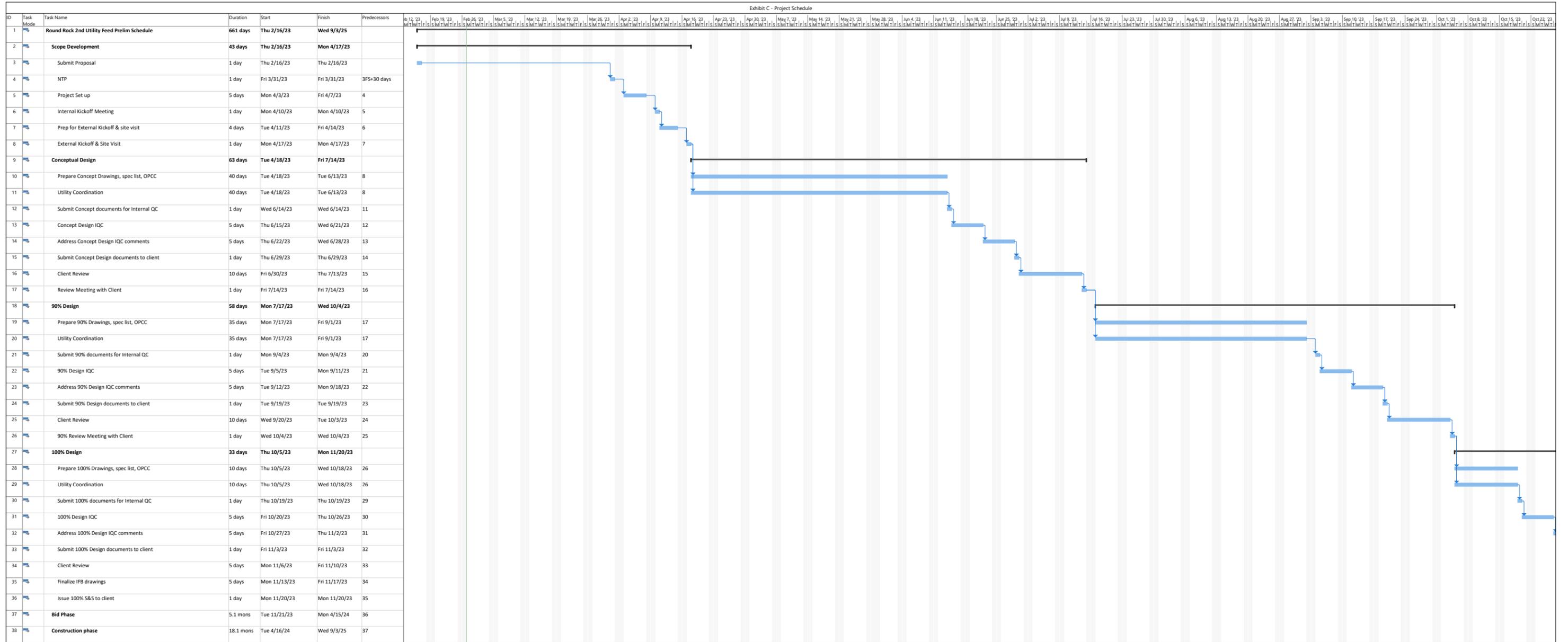


Exhibit C - Project Schedule

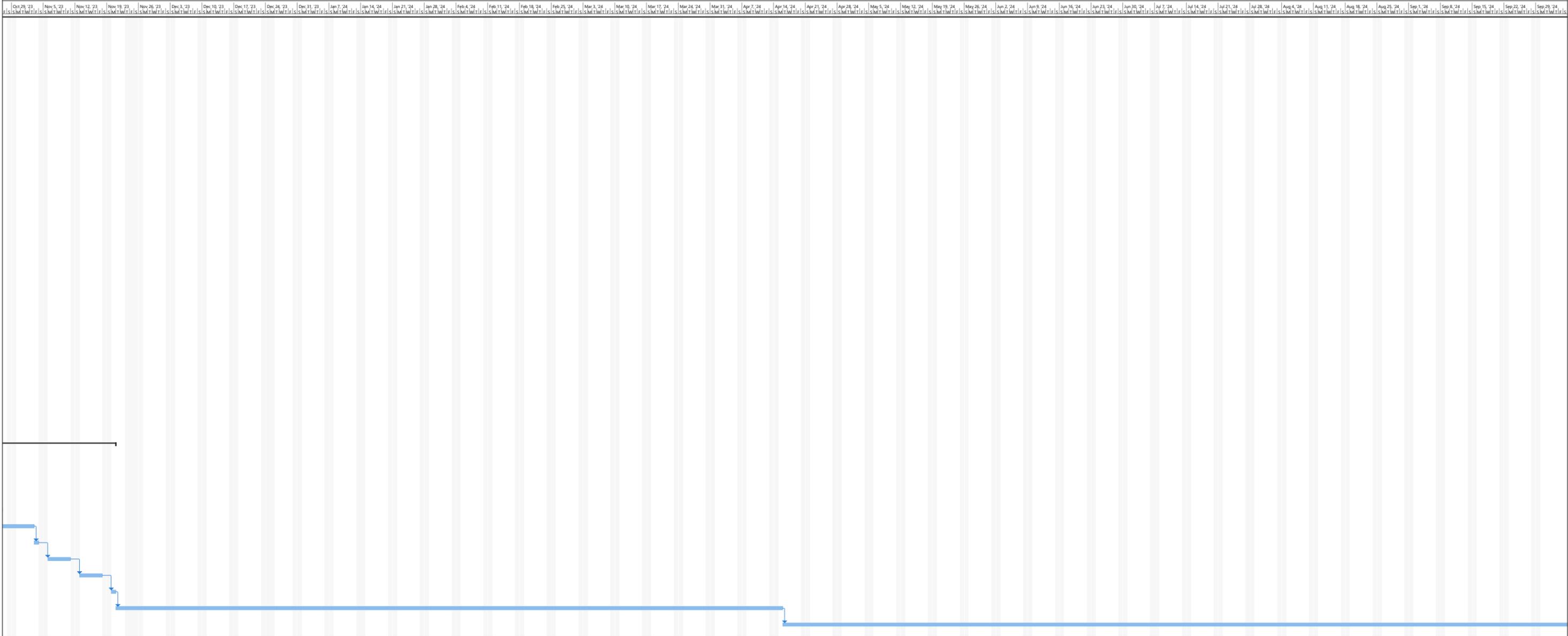
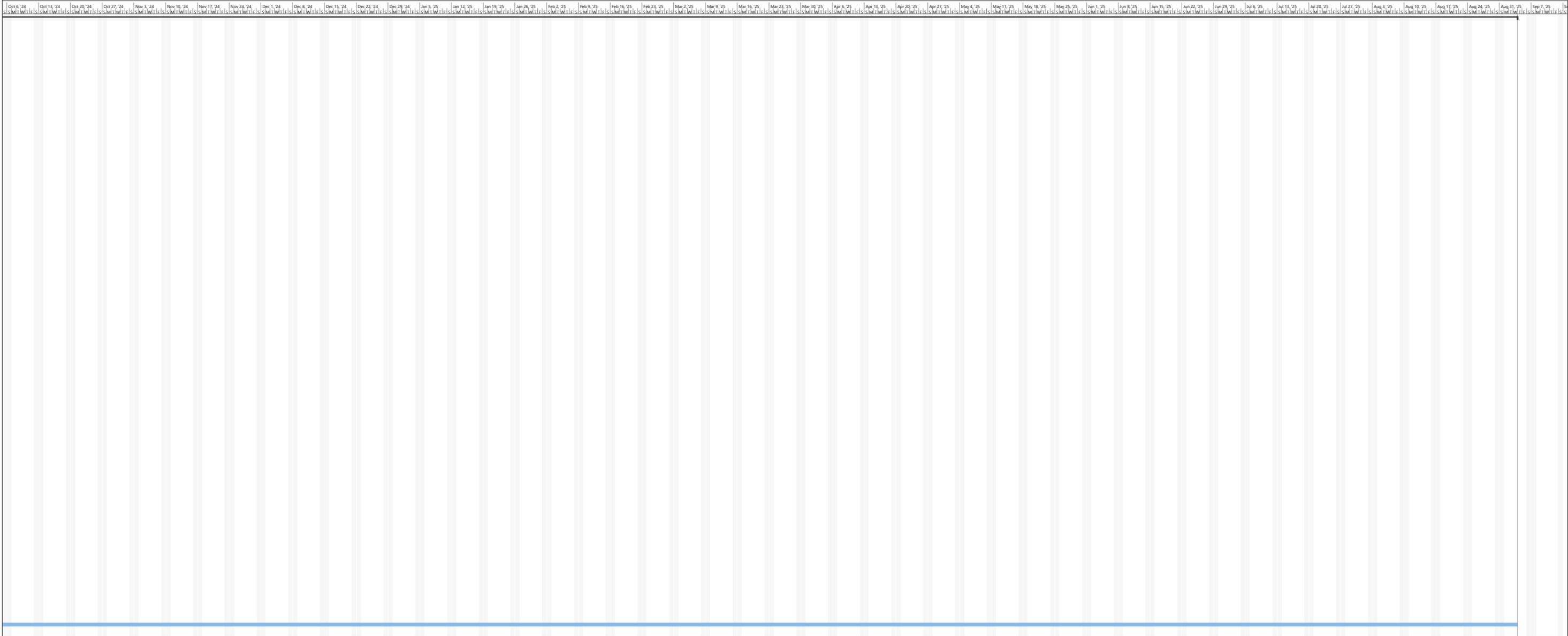


Exhibit C - Project Schedule



**EXHIBIT D**

Fee Schedule

Attached Behind This Page



**City of Round Rock**  
**Reuse Pump Station 2nd Utility Feed and Pump Add**  
**2/8/2023**

**Detailed Cost Breakdown**

|    |         |
|----|---------|
| \$ | 307,001 |
| \$ | -       |
| \$ | 307,001 |

| Phase               | Task | Activity | Basic or Special | Task Description | Tasks            |                 |                  |                  |                  |                 |                 |                 |                 |                 |               |
|---------------------|------|----------|------------------|------------------|------------------|-----------------|------------------|------------------|------------------|-----------------|-----------------|-----------------|-----------------|-----------------|---------------|
|                     |      |          |                  |                  | Project Manager  | Electrical QC   | Electrical PE    | Electrical EIT   | Electrical CAD   | HVAC QC         | HVAC PE         | Structural PE   | Structural QC   | Structural CAD  | CAD QC        |
|                     |      |          |                  |                  | \$187            | \$252           | \$219            | \$144            | \$161            | \$219           | \$164           | \$219           | \$252           | \$101           | \$161         |
| <b>Total Effort</b> |      |          |                  |                  | <b>\$ 53,317</b> | <b>\$ 5,796</b> | <b>\$ 49,328</b> | <b>\$ 60,814</b> | <b>\$ 12,635</b> | <b>\$ 2,628</b> | <b>\$ 1,968</b> | <b>\$ 8,659</b> | <b>\$ 1,134</b> | <b>\$ 4,343</b> | <b>\$ 564</b> |

**City of Round Rock**  
**Reuse Pump Station 2nd Utility Feed and Pump Add**  
**2/8/2023**  
**Detailed Cost Breakdown**

| Phase | Task | Activity        | Basic or Special | Task Description                                                                            | Cost Estimating | Contract | Accounting | Project Senior Advisor | Quality Assurance | Water EIT | Water CAD | Water QC | Total Hours | Total Labor Effort |
|-------|------|-----------------|------------------|---------------------------------------------------------------------------------------------|-----------------|----------|------------|------------------------|-------------------|-----------|-----------|----------|-------------|--------------------|
|       |      |                 |                  |                                                                                             | \$219           | \$117    | \$155      | \$252                  | \$252             | \$144     | \$161     | \$252    |             |                    |
|       |      | PM / Production |                  | <b>Project Management (30 months design and construction)</b>                               |                 |          |            |                        |                   |           |           |          |             | \$ -               |
|       |      | PM / Production |                  | Project Set up                                                                              |                 |          |            |                        |                   |           |           |          | 2           | \$ 374             |
|       |      | PM / Production |                  | Maintain and monitor scope / schedule / budget (2 hours/month)                              |                 |          |            |                        |                   |           |           |          | 60          | \$ 11,220          |
|       |      | PM / Production |                  | One Page Reports / Periodic client communications (1 hr/month)                              |                 |          |            |                        |                   |           |           |          | 30          | \$ 5,610           |
|       |      | PM / Production |                  | Corporate Support (Operations Analyst, Accounting Specialist, Contract Administrator) (1hr) |                 | 1        | 15         |                        |                   |           |           |          | 16          | \$ 2,442           |
|       |      | PM / Production |                  | Develop quality management plan                                                             |                 |          |            |                        |                   |           |           |          | 1           | \$ 187             |
|       |      | PM / Production |                  | PM Senior Advisor meetings (.5 hr/mth)                                                      |                 |          |            | 3                      |                   |           |           |          | 18          | \$ 3,561           |
|       |      | PM / Production |                  | Coordination with subconsultants                                                            |                 |          |            |                        |                   |           |           |          | 2           | \$ 374             |
|       |      | Quality Control |                  | Quality Control Reviews (3 reviews)                                                         | 4               |          |            | 3                      |                   |           |           |          | 13          | \$ 2,754           |
|       |      | SA / QA         |                  | Quality Assurance reviews (3 reviews)                                                       |                 |          |            |                        | 3                 |           |           |          | 6           | \$ 1,317           |
|       |      | Quality Control |                  | Constructability Review (1 review at final design stage)                                    | 4               |          |            |                        |                   |           |           |          | 4           | \$ 876             |
|       |      | PM / Production |                  | Project Closeout                                                                            |                 |          |            |                        |                   |           |           |          | 1           | \$ 187             |
|       |      |                 |                  | <b>Conceptual Design (3 Months)</b>                                                         |                 |          |            |                        |                   |           |           |          |             | \$ -               |
|       |      | PM / Production |                  | Internal kickoff meeting (1 hr virtual)                                                     |                 |          |            | 1                      |                   | 1         |           |          | 10          | \$ 1,916           |
|       |      | PM / Production |                  | External kickoff meeting and initial site investigation (In person)                         |                 |          |            |                        |                   | 3         |           |          | 19          | \$ 3,540           |
|       |      | SA / QA         |                  | Technical Senior Advisor meeting                                                            |                 |          |            |                        |                   |           |           |          | 1           | \$ 236             |
|       |      | PM / Production |                  | Periodic internal meetings (1 hr Monthly)                                                   |                 |          |            |                        |                   |           |           |          | 7           | \$ 1,437           |
|       |      | PM / Production |                  | Periodic client meetings (1 hr Monthly)                                                     |                 |          |            | 1                      |                   | 6         |           |          | 16          | \$ 2,991           |
|       |      | PM / Production |                  | Design Drawings and Utility Coordination                                                    | 1               |          |            |                        |                   |           |           |          | 93          | \$ 14,346          |
|       |      | PM / Production |                  | Load flow review                                                                            |                 |          |            |                        |                   |           |           |          | 3           | \$ 657             |
|       |      | PM / Production |                  | Specification list                                                                          |                 |          |            |                        |                   |           |           |          | 7           | \$ 1,308           |
|       |      | PM / Production |                  | HVAC Evaluation                                                                             |                 |          |            |                        |                   |           |           |          | 24          | \$ 4,596           |
|       |      | PM / Production |                  | Hydraulic Analysis/Pump Evaluation                                                          |                 |          |            |                        |                   | 8         |           |          | 14          | \$ 2,274           |
|       |      | PM / Production |                  | Coordination with City's modeling consultant                                                |                 |          |            |                        |                   | 4         |           |          | 8           | \$ 1,324           |
|       |      | PM / Production |                  | Preparation of 30% layouts/spec list                                                        |                 |          |            |                        |                   | 12        | 24        |          | 44          | \$ 7,088           |
|       |      | PM / Production |                  | OPCC                                                                                        |                 |          |            |                        |                   |           |           |          | 6           | \$ 1,014           |
|       |      | Quality Control |                  | Internal QC                                                                                 |                 |          |            |                        |                   |           |           |          | 24          | \$ 4,533           |
|       |      | PM / Production |                  | Compile and Submit conceptual design documents (PDF)                                        |                 |          |            |                        |                   |           |           |          | 10          | \$ 1,583           |
|       |      | PM / Production |                  | Client Review Meeting (In Person) + meeting minutes                                         |                 |          |            |                        |                   | 3         |           |          | 17          | \$ 3,102           |
|       |      |                 |                  | <b>90% Design (2 Months)</b>                                                                |                 |          |            |                        |                   |           |           |          |             | \$ -               |
|       |      | PM / Production |                  | Periodic internal meetings (1 hr Monthly)                                                   |                 |          |            |                        |                   | 2         | 2         |          | 14          | \$ 2,510           |
|       |      | PM / Production |                  | Periodic client meetings (1 hr Monthly)                                                     |                 |          |            |                        |                   | 2         | 2         |          | 10          | \$ 1,860           |
|       |      | PM / Production |                  | Design Drawings and Utility Coordination                                                    | 1               |          |            |                        |                   | 24        | 80        |          | 209         | \$ 33,359          |
|       |      | PM / Production |                  | Specifications                                                                              |                 |          |            |                        |                   | 12        |           |          | 107         | \$ 17,155          |
|       |      | PM / Production |                  | OPCC                                                                                        |                 |          |            |                        |                   | 12        |           |          | 20          | \$ 3,116           |
|       |      | Quality Control |                  | Internal QC                                                                                 |                 |          |            |                        |                   | 4         |           | 8        | 33          | \$ 7,218           |
|       |      | PM / Production |                  | Compile and Submit 90% documents (PDF)                                                      |                 |          |            |                        |                   | 4         |           |          | 14          | \$ 2,190           |
|       |      | PM / Production |                  | Client Review Meeting (In Person) + meeting minutes                                         |                 |          |            |                        |                   | 4         |           |          | 18          | \$ 3,246           |
|       |      |                 |                  | <b>100% Design (1 Month)</b>                                                                |                 |          |            |                        |                   |           |           |          |             | \$ -               |
|       |      | PM / Production |                  | Periodic internal meetings (1 hr Monthly)                                                   |                 |          |            |                        |                   | 1         | 1         |          | 8           | \$ 1,512           |
|       |      | PM / Production |                  | Periodic client meetings (1 hr Monthly)                                                     |                 |          |            |                        |                   | 1         |           |          | 5           | \$ 988             |
|       |      | PM / Production |                  | Design Drawings and Utility Coordination                                                    |                 |          |            |                        |                   | 12        | 26        |          | 74          | \$ 11,734          |
|       |      | PM / Production |                  | Specifications                                                                              |                 |          |            |                        |                   | 8         |           |          | 51          | \$ 7,741           |
|       |      | PM / Production |                  | Final OPCC                                                                                  |                 |          |            |                        |                   | 6         |           |          | 13          | \$ 2,065           |
|       |      | PM / Production |                  | Internal QC                                                                                 |                 |          |            |                        |                   | 2         |           | 6        | 22          | \$ 4,538           |
|       |      | PM / Production |                  | Compile and Submit Final documents (PDF)                                                    |                 |          |            |                        |                   | 2         | 4         |          | 16          | \$ 2,483           |
|       |      |                 |                  | <b>SUBCONSULTANTS</b>                                                                       |                 |          |            |                        |                   |           |           |          |             | \$ -               |
|       |      |                 |                  | Surveying                                                                                   |                 |          |            |                        |                   | 4         |           |          | 4           | \$ 576             |
|       |      |                 |                  | SCADA Programming (PLC and Top End)                                                         |                 |          |            |                        |                   | 4         |           |          | 4           | \$ 576             |
|       |      |                 |                  | <b>Bid Phase (3 Months)</b>                                                                 |                 |          |            |                        |                   |           |           |          |             | \$ -               |
|       |      |                 |                  | Assist City in securing bids, maintain info on entities                                     |                 |          |            |                        |                   | 4         |           |          | 12          | \$ 2,200           |
|       |      |                 |                  | Respond to RFIs                                                                             |                 |          |            |                        |                   | 8         |           |          | 42          | \$ 6,970           |
|       |      |                 |                  | Prep and issue addenda                                                                      |                 |          |            |                        |                   | 8         | 8         |          | 42          | \$ 6,707           |
|       |      |                 |                  | Prebid conference & site tour (2)                                                           |                 |          |            |                        |                   | 8         |           |          | 25          | \$ 4,619           |
|       |      |                 |                  | Conform Drawings                                                                            |                 |          |            |                        |                   | 8         | 8         |          | 27          | \$ 4,193           |
|       |      |                 |                  | <b>Construction Phase (18 Months)</b>                                                       |                 |          |            |                        |                   |           |           |          |             | \$ -               |
|       |      |                 |                  | Pre-Construction Conference (2)                                                             |                 |          |            |                        |                   | 6         |           |          | 24          | \$ 4,565           |
|       |      |                 |                  | Monthly Construction Meetings (1 hr every month, Virtual)                                   |                 |          |            |                        |                   |           |           |          | 36          | \$ 7,600           |
|       |      |                 |                  | Site Visits (4)                                                                             |                 |          |            |                        |                   | 12        |           |          | 60          | \$ 11,160          |
|       |      |                 |                  | Submittal Review                                                                            |                 |          |            |                        |                   | 32        |           |          | 152         | \$ 24,580          |
|       |      |                 |                  | RFI's                                                                                       |                 |          |            |                        |                   | 4         |           |          | 15          | \$ 2,570           |
|       |      |                 |                  | Contraction Modifications (RCP's, FO's, CO's)                                               |                 |          |            |                        |                   | 12        | 12        |          | 44          | \$ 7,243           |
|       |      |                 |                  | Pump Startup                                                                                |                 |          |            |                        |                   | 8         |           |          | 24          | \$ 4,400           |
|       |      |                 |                  | Punchlist Walkthrough                                                                       |                 |          |            |                        |                   | 6         |           |          | 22          | \$ 4,109           |
|       |      |                 |                  | Record Drawings                                                                             |                 |          |            |                        |                   | 4         | 12        |          | 27          | \$ 4,484           |

**City of Round Rock**  
**Reuse Pump Station 2nd Utility Feed and Pump Add**  
**2/8/2023**  
**Detailed Cost Breakdown**

| Phase               | Task | Activity | Basic or Special | Task Description |                 |               |                 |                        |                   |                  |                  | Total Hours     | Total Labor Effort |          |
|---------------------|------|----------|------------------|------------------|-----------------|---------------|-----------------|------------------------|-------------------|------------------|------------------|-----------------|--------------------|----------|
|                     |      |          |                  |                  | Cost Estimating | Contract      | Accounting      | Project Senior Advisor | Quality Assurance | Water EIT        | Water CAD        |                 |                    | Water QC |
|                     |      |          |                  |                  | \$219           | \$117         | \$155           | \$252                  | \$252             | \$144            | \$161            |                 |                    | \$252    |
| <b>Total Effort</b> |      |          |                  |                  | <b>\$ 2,190</b> | <b>\$ 117</b> | <b>\$ 2,325</b> | <b>\$ 2,016</b>        | <b>\$ 756</b>     | <b>\$ 38,022</b> | <b>\$ 28,974</b> | <b>\$ 3,528</b> | <b>\$ 279,113</b>  |          |

**City of Round Rock**  
**Reuse Pump Station 2nd Utility Feed and Pump Add**  
**2/8/2023**  
**Detailed Cost Breakdown**

| Project Fee Summary  |                |
|----------------------|----------------|
| Basic Services       | 307,001        |
| Special Services     | -              |
| <b>Total Project</b> | <b>307,001</b> |

| Phase | Task | Activity        | Basic or Special | Task Description                                                                            | Expenses    |       |       |       | Total Expense Effort |
|-------|------|-----------------|------------------|---------------------------------------------------------------------------------------------|-------------|-------|-------|-------|----------------------|
|       |      |                 |                  |                                                                                             | Tech Charge | Miles | Meals | Hotel |                      |
|       |      | PM / Production |                  | <b>Project Management (30 months design and construction)</b>                               |             |       |       |       | \$ -                 |
|       |      | PM / Production |                  | Project Set up                                                                              | 2           |       |       |       | \$ -                 |
|       |      | PM / Production |                  | Maintain and monitor scope / schedule / budget (2 hours/month)                              | 60          |       |       |       | \$ -                 |
|       |      | PM / Production |                  | One Page Reports / Periodic client communications (1 hr/month)                              | 30          |       |       |       | \$ -                 |
|       |      | PM / Production |                  | Corporate Support (Operations Analyst, Accounting Specialist, Contract Administrator) (1hr) | 16          |       |       |       | \$ -                 |
|       |      | PM / Production |                  | Develop quality management plan                                                             | 1           |       |       |       | \$ -                 |
|       |      | PM / Production |                  | PM Senior Advisor meetings (.5 hr/mth)                                                      | 18          |       |       |       | \$ -                 |
|       |      | PM / Production |                  | Coordination with subconsultants                                                            | 2           |       |       |       | \$ -                 |
|       |      | Quality Control |                  | Quality Control Reviews (3 reviews)                                                         | 13          |       |       |       | \$ -                 |
|       |      | SA / QA         |                  | Quality Assurance reviews (3 reviews)                                                       | 6           |       |       |       | \$ -                 |
|       |      | Quality Control |                  | Constructability Review (1 review at final design stage)                                    | 4           |       |       |       | \$ -                 |
|       |      | PM / Production |                  | Project Closeout                                                                            | 1           |       |       |       | \$ -                 |
|       |      |                 |                  | <b>Conceptual Design (3 Months)</b>                                                         |             |       |       |       | \$ -                 |
|       |      | PM / Production |                  | Internal kickoff meeting (1 hr virtual)                                                     | 10          |       |       |       | \$ -                 |
|       |      | PM / Production |                  | External kickoff meeting and initial site investigation (In person)                         | 19          |       |       |       | \$ -                 |
|       |      | SA / QA         |                  | Technical Senior Advisor meeting                                                            | 1           |       |       |       | \$ -                 |
|       |      | PM / Production |                  | Periodic internal meetings (1 hr Monthly)                                                   | 7           |       |       |       | \$ -                 |
|       |      | PM / Production |                  | Periodic client meetings (1 hr Monthly)                                                     | 16          |       |       |       | \$ -                 |
|       |      | PM / Production |                  | Design Drawings and Utility Coordination                                                    | 93          |       |       |       | \$ -                 |
|       |      | PM / Production |                  | Load flow review                                                                            | 3           |       |       |       | \$ -                 |
|       |      | PM / Production |                  | Specification list                                                                          | 7           |       |       |       | \$ -                 |
|       |      | PM / Production |                  | HVAC Evaluation                                                                             | 24          |       |       |       | \$ -                 |
|       |      | PM / Production |                  | Hydraulic Analysis/Pump Evaluation                                                          | 14          |       |       |       | \$ -                 |
|       |      | PM / Production |                  | Coordination with City's modeling consultant                                                | 8           |       |       |       | \$ -                 |
|       |      | PM / Production |                  | Preparation of 30% layouts/spec list                                                        | 44          |       |       |       | \$ -                 |
|       |      | PM / Production |                  | OPCC                                                                                        | 6           |       |       |       | \$ -                 |
|       |      | Quality Control |                  | Internal QC                                                                                 | 24          |       |       |       | \$ -                 |
|       |      | PM / Production |                  | Compile and Submit conceptual design documents (PDF)                                        | 10          |       |       |       | \$ -                 |
|       |      | PM / Production |                  | Client Review Meeting (In Person) + meeting minutes                                         | 17          |       |       |       | \$ -                 |
|       |      |                 |                  | <b>90% Design (2 Months)</b>                                                                |             |       |       |       | \$ -                 |
|       |      | PM / Production |                  | Periodic internal meetings (1 hr Monthly)                                                   | 14          |       |       |       | \$ -                 |
|       |      | PM / Production |                  | Periodic client meetings (1 hr Monthly)                                                     | 10          |       |       |       | \$ -                 |
|       |      | PM / Production |                  | Design Drawings and Utility Coordination                                                    | 209         |       |       |       | \$ -                 |
|       |      | PM / Production |                  | Specifications                                                                              | 107         |       |       |       | \$ -                 |
|       |      | PM / Production |                  | OPCC                                                                                        | 20          |       |       |       | \$ -                 |
|       |      | Quality Control |                  | Internal QC                                                                                 | 33          |       |       |       | \$ -                 |
|       |      | PM / Production |                  | Compile and Submit 90% documents (PDF)                                                      | 14          |       |       |       | \$ -                 |
|       |      | PM / Production |                  | Client Review Meeting (In Person) + meeting minutes                                         | 18          |       |       |       | \$ -                 |
|       |      |                 |                  | <b>100% Design (1 Month)</b>                                                                |             |       |       |       | \$ -                 |
|       |      | PM / Production |                  | Periodic internal meetings (1 hr Monthly)                                                   | 8           |       |       |       | \$ -                 |
|       |      | PM / Production |                  | Periodic client meetings (1 hr Monthly)                                                     | 5           |       |       |       | \$ -                 |
|       |      | PM / Production |                  | Design Drawings and Utility Coordination                                                    | 74          |       |       |       | \$ -                 |
|       |      | PM / Production |                  | Specifications                                                                              | 51          |       |       |       | \$ -                 |
|       |      | PM / Production |                  | Final OPCC                                                                                  | 13          |       |       |       | \$ -                 |
|       |      | PM / Production |                  | Internal QC                                                                                 | 22          |       |       |       | \$ -                 |
|       |      | PM / Production |                  | Compile and Submit Final documents (PDF)                                                    | 16          |       |       |       | \$ -                 |
|       |      |                 |                  | <b>SUBCONSULTANTS</b>                                                                       |             |       |       |       | \$ -                 |
|       |      |                 |                  | Surveying                                                                                   | 4           |       |       |       | \$ -                 |
|       |      |                 |                  | SCADA Programming (PLC and Top End)                                                         | 4           |       |       |       | \$ -                 |
|       |      |                 |                  | <b>Bid Phase (3 Months)</b>                                                                 |             |       |       |       | \$ -                 |
|       |      |                 |                  | Assist City in securing bids, maintain info on entities                                     | 12          |       |       |       | \$ -                 |
|       |      |                 |                  | Respond to RFIs                                                                             | 42          |       |       |       | \$ -                 |
|       |      |                 |                  | Prep and issue addenda                                                                      | 42          |       |       |       | \$ -                 |
|       |      |                 |                  | Prebid conference & site tour (2)                                                           | 25          |       |       |       | \$ -                 |
|       |      |                 |                  | Conform Drawings                                                                            | 27          |       |       |       | \$ -                 |
|       |      |                 |                  | <b>Construction Phase (18 Months)</b>                                                       |             |       |       |       | \$ -                 |
|       |      |                 |                  | Pre-Construction Conference (2)                                                             | 24          |       |       |       | \$ -                 |
|       |      |                 |                  | Monthly Construction Meetings (1 hr every month, Virtual)                                   | 36          |       |       |       | \$ -                 |
|       |      |                 |                  | Site Visits (4)                                                                             | 60          |       |       |       | \$ -                 |
|       |      |                 |                  | Submittal Review                                                                            | 152         |       |       |       | \$ -                 |
|       |      |                 |                  | RFI's                                                                                       | 15          |       |       |       | \$ -                 |
|       |      |                 |                  | Contraction Modifications (RCP's, FO's, CO's)                                               | 44          |       |       |       | \$ -                 |
|       |      |                 |                  | Pump Startup                                                                                | 24          |       |       |       | \$ -                 |
|       |      |                 |                  | Punchlist Walkthrough                                                                       | 22          |       |       |       | \$ -                 |
|       |      |                 |                  | Record Drawings                                                                             | 27          |       |       |       | \$ -                 |

City of Round Rock  
 Reuse Pump Station 2nd Utility Feed and Pump Add  
 2/8/2023  
 Detailed Cost Breakdown

| Project Fee Summary  |                |
|----------------------|----------------|
| Basic Services       | 307,001        |
| Special Services     | -              |
| <b>Total Project</b> | <b>307,001</b> |

| Phase | Task | Activity | Basic or Special | Task Description    | Expenses    |       |       |       |                      |
|-------|------|----------|------------------|---------------------|-------------|-------|-------|-------|----------------------|
|       |      |          |                  |                     | Tech Charge | Miles | Meals | Hotel | Total Expense Effort |
|       |      |          |                  | <b>Total Effort</b> | \$ -        | \$ -  | \$ -  | \$ -  | \$ -                 |

**City of Round Rock**  
**Reuse Pump Station 2nd Utility Feed and Pump Add**  
**2/8/2023**  
**Detailed Cost Breakdown**

| Project Fee Summary  |                |
|----------------------|----------------|
| Basic Services       | 307,001        |
| Special Services     | -              |
| <b>Total Project</b> | <b>307,001</b> |

| Phase | Task | Activity        | Basic or Special | Task Description                                                                            | Subconsultants |         |            |            |              | Total Sub Effort | Total     |
|-------|------|-----------------|------------------|---------------------------------------------------------------------------------------------|----------------|---------|------------|------------|--------------|------------------|-----------|
|       |      |                 |                  |                                                                                             | Inland         | Plummer | Sub Name 3 | Sub Name 4 | Total Effort |                  |           |
|       |      | PM / Production |                  | <b>Project Management (30 months design and construction)</b>                               |                |         |            |            |              | \$ -             | \$ -      |
|       |      | PM / Production |                  | Project Set up                                                                              |                |         |            |            |              | \$ -             | \$ 374    |
|       |      | PM / Production |                  | Maintain and monitor scope / schedule / budget (2 hours/month)                              |                |         |            |            |              | \$ -             | \$ 11,220 |
|       |      | PM / Production |                  | One Page Reports / Periodic client communications (1 hr/month)                              |                |         |            |            |              | \$ -             | \$ 5,610  |
|       |      | PM / Production |                  | Corporate Support (Operations Analyst, Accounting Specialist, Contract Administrator) (1hr) |                |         |            |            |              | \$ -             | \$ 2,442  |
|       |      | PM / Production |                  | Develop quality management plan                                                             |                |         |            |            |              | \$ -             | \$ 187    |
|       |      | PM / Production |                  | PM Senior Advisor meetings (.5 hr/mth)                                                      |                |         |            |            |              | \$ -             | \$ 3,561  |
|       |      | PM / Production |                  | Coordination with subconsultants                                                            |                |         |            |            |              | \$ -             | \$ 374    |
|       |      | Quality Control |                  | Quality Control Reviews (3 reviews)                                                         |                |         |            |            |              | \$ -             | \$ 2,754  |
|       |      | SA / QA         |                  | Quality Assurance reviews (3 reviews)                                                       |                |         |            |            |              | \$ -             | \$ 1,317  |
|       |      | Quality Control |                  | Constructability Review (1 review at final design stage)                                    |                |         |            |            |              | \$ -             | \$ 876    |
|       |      | PM / Production |                  | Project Closeout                                                                            |                |         |            |            |              | \$ -             | \$ 187    |
|       |      |                 |                  | <b>Conceptual Design (3 Months)</b>                                                         |                |         |            |            |              | \$ -             | \$ -      |
|       |      | PM / Production |                  | Internal kickoff meeting (1 hr virtual)                                                     |                |         |            |            |              | \$ -             | \$ 1,916  |
|       |      | PM / Production |                  | External kickoff meeting and initial site investigation (In person)                         |                |         |            |            |              | \$ -             | \$ 3,540  |
|       |      | SA / QA         |                  | Technical Senior Advisor meeting                                                            |                |         |            |            |              | \$ -             | \$ 236    |
|       |      | PM / Production |                  | Periodic internal meetings (1 hr Monthly)                                                   |                |         |            |            |              | \$ -             | \$ 1,437  |
|       |      | PM / Production |                  | Periodic client meetings (1 hr Monthly)                                                     |                |         |            |            |              | \$ -             | \$ 2,991  |
|       |      | PM / Production |                  | Design Drawings and Utility Coordination                                                    |                |         |            |            |              | \$ -             | \$ 14,346 |
|       |      | PM / Production |                  | Load flow review                                                                            |                |         |            |            |              | \$ -             | \$ 657    |
|       |      | PM / Production |                  | Specification list                                                                          |                |         |            |            |              | \$ -             | \$ 1,308  |
|       |      | PM / Production |                  | HVAC Evaluation                                                                             |                |         |            |            |              | \$ -             | \$ 4,596  |
|       |      | PM / Production |                  | Hydraulic Analysis/Pump Evaluation                                                          |                |         |            |            |              | \$ -             | \$ 2,274  |
|       |      | PM / Production |                  | Coordination with City's modeling consultant                                                |                |         |            |            |              | \$ -             | \$ 1,324  |
|       |      | PM / Production |                  | Preparation of 30% layouts/spec list                                                        |                |         |            |            |              | \$ -             | \$ 7,088  |
|       |      | PM / Production |                  | OPCC                                                                                        |                |         |            |            |              | \$ -             | \$ 1,014  |
|       |      | Quality Control |                  | Internal QC                                                                                 |                |         |            |            |              | \$ -             | \$ 4,533  |
|       |      | PM / Production |                  | Compile and Submit conceptual design documents (PDF)                                        |                |         |            |            |              | \$ -             | \$ 1,583  |
|       |      | PM / Production |                  | Client Review Meeting (In Person) + meeting minutes                                         |                |         |            |            |              | \$ -             | \$ 3,102  |
|       |      |                 |                  | <b>90% Design (2 Months)</b>                                                                |                |         |            |            |              | \$ -             | \$ -      |
|       |      | PM / Production |                  | Periodic internal meetings (1 hr Monthly)                                                   |                |         |            |            |              | \$ -             | \$ 2,510  |
|       |      | PM / Production |                  | Periodic client meetings (1 hr Monthly)                                                     |                |         |            |            |              | \$ -             | \$ 1,860  |
|       |      | PM / Production |                  | Design Drawings and Utility Coordination                                                    |                |         |            |            |              | \$ -             | \$ 33,359 |
|       |      | PM / Production |                  | Specifications                                                                              |                |         |            |            |              | \$ -             | \$ 17,155 |
|       |      | PM / Production |                  | OPCC                                                                                        |                |         |            |            |              | \$ -             | \$ 3,116  |
|       |      | Quality Control |                  | Internal QC                                                                                 |                |         |            |            |              | \$ -             | \$ 7,218  |
|       |      | PM / Production |                  | Compile and Submit 90% documents (PDF)                                                      |                |         |            |            |              | \$ -             | \$ 2,190  |
|       |      | PM / Production |                  | Client Review Meeting (In Person) + meeting minutes                                         |                |         |            |            |              | \$ -             | \$ 3,246  |
|       |      |                 |                  | <b>100% Design (1 Month)</b>                                                                |                |         |            |            |              | \$ -             | \$ -      |
|       |      | PM / Production |                  | Periodic internal meetings (1 hr Monthly)                                                   |                |         |            |            |              | \$ -             | \$ 1,512  |
|       |      | PM / Production |                  | Periodic client meetings (1 hr Monthly)                                                     |                |         |            |            |              | \$ -             | \$ 988    |
|       |      | PM / Production |                  | Design Drawings and Utility Coordination                                                    |                |         |            |            |              | \$ -             | \$ 11,734 |
|       |      | PM / Production |                  | Specifications                                                                              |                |         |            |            |              | \$ -             | \$ 7,741  |
|       |      | PM / Production |                  | Final OPCC                                                                                  |                |         |            |            |              | \$ -             | \$ 2,065  |
|       |      | PM / Production |                  | Internal QC                                                                                 |                |         |            |            |              | \$ -             | \$ 4,538  |
|       |      | PM / Production |                  | Compile and Submit Final documents (PDF)                                                    |                |         |            |            |              | \$ -             | \$ 2,483  |
|       |      |                 |                  | <b>SUBCONSULTANTS</b>                                                                       |                |         |            |            |              | \$ -             | \$ -      |
|       |      |                 |                  | Surveying                                                                                   | 2,500          |         |            |            |              | \$ 2,625         | \$ 3,201  |
|       |      |                 |                  | SCADA Programming (PLC and Top End)                                                         |                | 24,060  |            |            |              | \$ 25,263        | \$ 25,839 |
|       |      |                 |                  | <b>Bid Phase (3 Months)</b>                                                                 |                |         |            |            |              | \$ -             | \$ -      |
|       |      |                 |                  | Assist City in securing bids, maintain info on entities                                     |                |         |            |            |              | \$ -             | \$ 2,200  |
|       |      |                 |                  | Respond to RFIs                                                                             |                |         |            |            |              | \$ -             | \$ 6,970  |
|       |      |                 |                  | Prep and issue addenda                                                                      |                |         |            |            |              | \$ -             | \$ 6,707  |
|       |      |                 |                  | Prebid conference & site tour (2)                                                           |                |         |            |            |              | \$ -             | \$ 4,619  |
|       |      |                 |                  | Conform Drawings                                                                            |                |         |            |            |              | \$ -             | \$ 4,193  |
|       |      |                 |                  | <b>Construction Phase (18 Months)</b>                                                       |                |         |            |            |              | \$ -             | \$ -      |
|       |      |                 |                  | Pre-Construction Conference (2)                                                             |                |         |            |            |              | \$ -             | \$ 4,565  |
|       |      |                 |                  | Monthly Construction Meetings (1 hr every month, Virtual)                                   |                |         |            |            |              | \$ -             | \$ 7,600  |
|       |      |                 |                  | Site Visits (4)                                                                             |                |         |            |            |              | \$ -             | \$ 11,160 |
|       |      |                 |                  | Submittal Review                                                                            |                |         |            |            |              | \$ -             | \$ 24,580 |
|       |      |                 |                  | RFI's                                                                                       |                |         |            |            |              | \$ -             | \$ 2,570  |
|       |      |                 |                  | Contraction Modifications (RCP's, FO's, CO's)                                               |                |         |            |            |              | \$ -             | \$ 7,243  |
|       |      |                 |                  | Pump Startup                                                                                |                |         |            |            |              | \$ -             | \$ 4,400  |
|       |      |                 |                  | Punchlist Walkthrough                                                                       |                |         |            |            |              | \$ -             | \$ 4,109  |
|       |      |                 |                  | Record Drawings                                                                             |                |         |            |            |              | \$ -             | \$ 4,484  |

**City of Round Rock**  
**Reuse Pump Station 2nd Utility Feed and Pump Add**  
**2/8/2023**  
**Detailed Cost Breakdown**

| Project Fee Summary  |                |
|----------------------|----------------|
| Basic Services       | 307,001        |
| Special Services     | -              |
| <b>Total Project</b> | <b>307,001</b> |

| Phase | Task | Activity | Basic or Special | Task Description    | Subconsultants |           |            |            |                  | Total        |
|-------|------|----------|------------------|---------------------|----------------|-----------|------------|------------|------------------|--------------|
|       |      |          |                  |                     | Inland         | Plummer   | Sub Name 3 | Sub Name 4 | Total Sub Effort | Total Effort |
|       |      |          |                  | <b>Total Effort</b> | \$ 2,625       | \$ 25,263 | \$ -       | \$ -       | \$ 27,888        | \$ 307,001   |

**EXHIBIT E**

Certificates of Insurance

Attached Behind This Page





**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **NOTICE OF CANCELLATION OR NONRENEWAL TO DESIGNATED GOVERNMENTAL ENTITY**

|                                                                                                                                                   | <b>SCHEDULE</b>                                                                                                                                   |
|---------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Number of Days Notice:</b><br><br>Part A: <u>  30  </u><br><br>Part B: <u>  10  </u><br><br>Part C: <u>  30  </u><br><br>Part D: <u>  30  </u> | <b>Name of Governmental Entity:</b><br>CITY OF ROUND ROCK, TX<br><br><br><b>Mailing Address:</b><br>221 E. MAIN STREET<br>ROUND ROCK, TEXAS 78664 |

This policy is subject to the following additional Conditions when a number of days are shown in the Schedule for any of the above Parts.

- A.** If this policy is cancelled by the Company, other than for nonpayment of premium, or if coverages or limits are reduced below the minimum level contractually required by the governmental entity, notice of such cancellation or reduction in coverage will be provided to the governmental entity in the Schedule, at least the number of days in advance of the cancellation effective date, as shown in Part A.
- B.** If this policy is cancelled by the Company for nonpayment of premium, notice of such cancellation will be provided to the governmental entity in the Schedule within the number of days notice of the cancellation effective date, as shown in Part B.
- C.** If this policy is cancelled by the insured, notice of such cancellation will be provided to the governmental entity in the Schedule, within the number of days notice of the cancellation effective date, as shown in Part C.

- D.** If this policy is nonrenewed by the Company, notice of such nonrenewal will be provided to the governmental entity in the Schedule, at least the number of days in advance of the nonrenewal effective date, as shown in Part D.

If notice is mailed, proof of mailing notice to the governmental entity's mailing address as shown in the Schedule will be sufficient proof of notice. If the number of days notice in the Schedule for any Part is left blank or is shown as zero, no notice will be provided to the Scheduled governmental entity under that Part.

Any notification rights provided by this endorsement apply to the governmental entity in the Schedule so long as it was issued a certificate of insurance applicable to this policy's term.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **NOTICE OF CANCELLATION OR NONRENEWAL TO DESIGNATED GOVERNMENTAL ENTITY**

|                                                                                                                                   | <b>SCHEDULE</b>                                                                                                                               |
|-----------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Number of Days Notice:</b><br><br>Part A: <u>30</u><br><br>Part B: <u>10</u><br><br>Part C: <u>30</u><br><br>Part D: <u>30</u> | <b>Name of Governmental Entity:</b><br>CITY OF ROUND ROCK, TX<br><br><b>Mailing Address:</b><br>221 E. MAIN STREET<br>ROUND ROCK, TEXAS 78664 |

This policy is subject to the following additional Conditions when a number of days are shown in the Schedule for any of the above Parts.

- A.** If this policy is cancelled by the Company, other than for nonpayment of premium, or if coverages or limits are reduced below the minimum level contractually required by the governmental entity, notice of such cancellation or reduction in coverage will be provided to the governmental entity in the Schedule, at least the number of days in advance of the cancellation effective date, as shown in Part A.
- B.** If this policy is cancelled by the Company for nonpayment of premium, notice of such cancellation will be provided to the governmental entity in the Schedule within the number of days notice of the cancellation effective date, as shown in Part B.
- C.** If this policy is cancelled by the insured, notice of such cancellation will be provided to the governmental entity in the Schedule, within the number of days notice of the cancellation effective date, as shown in Part C.

- D.** If this policy is nonrenewed by the Company, notice of such nonrenewal will be provided to the governmental entity in the Schedule, at least the number of days in advance of the nonrenewal effective date, as shown in Part D.

If notice is mailed, proof of mailing notice to the governmental entity's mailing address as shown in the Schedule will be sufficient proof of notice. If the number of days notice in the Schedule for any Part is left blank or is shown as zero, no notice will be provided to the Scheduled governmental entity under that Part.

Any notification rights provided by this endorsement apply to the governmental entity in the Schedule so long as it was issued a certificate of insurance applicable to this policy's term.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**TEXAS NOTICE OF  
MATERIAL CHANGE ENDORSEMENT**

**Policy Number:** 42 WB OL6H3F

**Endorsement Number:** 9

**Effective Date:** 10/23/23

Effective hour is the same as stated on the Information Page of the policy.

**Named Insured and Address:** FREESE AND NICHOLS, INC.  
801 CHERRY ST STE 2800  
FORT WORTH TX 76102

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

In the event of cancellation or other material change of the policy, we will mail advance notice to the person or organization named in the Schedule. The number of days advance notice is shown in the Schedule.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

**SCHEDULE**

1. Number of days advance notice: 30
2. Notice will be mailed to:

City of Round Rock, TX

221 E. Main Street, Round Rock, Texas 78664

Countersigned by \_\_\_\_\_  
Authorized Representative



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **NOTICE OF CANCELLATION OR NONRENEWAL TO DESIGNATED GOVERNMENTAL ENTITY**

|                               | <b>SCHEDULE</b> |                                       |
|-------------------------------|-----------------|---------------------------------------|
| <b>Number of Days Notice:</b> |                 | <b>Name of Governmental Entity:</b>   |
| Part A: <u>30</u>             |                 | CITY OF ROUND ROCK, TX                |
| Part B: <u>10</u>             |                 |                                       |
| Part C: <u>30</u>             |                 | <b>Mailing Address:</b>               |
| Part D: <u>30</u>             |                 | 221 E MAIN ST<br>ROUND ROCK, TX 78664 |

This policy is subject to the following additional Conditions when a number of days are shown in the Schedule for any of the above Parts.

- A.** If this policy is cancelled by the Company, other than for nonpayment of premium, or if coverages or limits are reduced below the minimum level contractually required by the governmental entity, notice of such cancellation or reduction in coverage will be provided to the governmental entity in the Schedule, at least the number of days in advance of the cancellation effective date, as shown in Part A.
- B.** If this policy is cancelled by the Company for nonpayment of premium, notice of such cancellation will be provided to the governmental entity in the Schedule within the number of days notice of the cancellation effective date, as shown in Part B.
- C.** If this policy is cancelled by the insured, notice of such cancellation will be provided to the governmental entity in the Schedule, within the number of days notice of the cancellation effective date, as shown in Part C.

- D.** If this policy is nonrenewed by the Company, notice of such nonrenewal will be provided to the governmental entity in the Schedule, at least the number of days in advance of the nonrenewal effective date, as shown in Part D.

If notice is mailed, proof of mailing notice to the governmental entity's mailing address as shown in the Schedule will be sufficient proof of notice. If the number of days notice in the Schedule for any Part is left blank or is shown as zero, no notice will be provided to the Scheduled governmental entity under that Part.

Any notification rights provided by this endorsement apply to the governmental entity in the Schedule so long as it was issued a certificate of insurance applicable to this policy's term.



NOTICE ENDORSEMENT - CANCELLATION, NON-RENEWAL OR REDUCTION IN LIMITS

It is understood and agreed that the Section of the Policy entitled **CONDITIONS**, the condition entitled Cancellation/Non-Renewal is amended by the addition of the following:

Notwithstanding anything to the contrary in the Policy, this Policy will not be:

- 1. cancelled by the Insurer until the Insurer provides at least:
  - a. 10 days prior written notice if the Insurer cancels the Policy for non-payment of Premium;
  - b. \_\_\_ days prior written notice if the Insurer cancels the Policy for the following reasons:  
  
\_\_\_\_\_
  - c. 30 days prior written notice if the Insurer cancels the Policy for any other reason not specifically addressed above;to the person or entity named below;
- 2. non-renewed by the Insurer until at least 30 days prior written notice is given to the person or entity named below; or
- 3. amended by Endorsement to reduce the **Insured's** Limits of Liability as set forth in the Item on the Declarations entitled **LIMITS OF LIABILITY** until at least 30 days prior written notice is given to the person or entity named below.

Person or Entity:

City of Round Rock, TX  
221 E. Main Street  
Round Rock, TX 78664

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.