

**EXHIBIT
"A"**

STATE OF TEXAS §
 §
 COUNTY OF WILLIAMSON §

**SUPPLEMENTAL CONTRACT NO. 1
 TO CONTRACT FOR ENGINEERING SERVICES**

FIRM: KIMLEY-HORN AND ASSOCIATES, INC (“Engineer”)
ADDRESS: 10814 Jollyville Road, Campus IV, Suite 200, Austin, TX 78759
PROJECT: DB Wood Raw Waterline Relocation

This Supplemental Contract No. 1 to Contract for Engineering Services is made by and between the City of Round Rock, Texas, hereinafter called the “City” and Kimley-Horn and Associates, Inc., hereinafter called the “Engineer.”

WHEREAS, the City and Engineer executed a Contract for Engineering Services, hereinafter called the “Contract,” on the 15th day of August, 2022 for the DB Wood Raw Waterline Relocation Project in the amount of \$26,670.00; and

WHEREAS, it has become necessary to amend the Contract to modify the provisions for the scope of services and to increase the compensation by \$466,413.41 to a total of \$493,083.41;

NOW THEREFORE, premises considered, the City and the Engineer agree that said Contract is amended as follows:

I.

Article 2, Engineering Services and Exhibit B, Engineering Services shall be amended as set forth in the attached Addendum to Exhibit B. Exhibit C, Work Schedule shall be amended as set forth in the attached Addendum to Exhibit C.


II.

Article 4, Compensation and Exhibit D, Fee Schedule shall be amended by increasing by \$466,413.41 the maximum amount payable under the Contract for a total of \$493,083.41, as shown by the attached Addendum to Exhibit D.

IN WITNESS WHEREOF, the City and the Engineer have executed this Supplemental Contract in duplicate.

[signature pages follow]

KIMLEY-HORN AND ASSOCIATES, INC.

By: 
SEAN MASON

1/10/2022
Date

CITY OF ROUND ROCK

APPROVED AS TO FORM:

By: _____
Craig Morgan, Mayor

Stephanie L. Sandre, City Attorney

Date

ADDENDUM TO EXHIBIT B
Engineering Services

January 3rd, 2023

Kit Perkins, PE
City of Round Rock
221 East Main Street
Round Rock, TX 78664

Re: **Professional Services Agreement**
D B Wood Road Improvement– Round Rock’s 30-inch Waterline Relocation

Dear Mr. Perkins:

Kimley-Horn and Associates, Inc. (“Kimley-Horn” or “Consultant”) is pleased to submit this proposal to the City of Round Rock (“Client”) for providing engineering design, bid and construction phase services for the relocations of the 30” waterline at D B Wood Road in Georgetown, Texas, related appurtenances, and providing up to three (3) easement metes and bounds.

Project Assumptions

- A) The roadway improvements of D B Wood have some areas of conflict with the existing 30” Round Rock raw water main. The areas of conflict are D B Wood Proposed Dam (approximately 600LF), D B Wood Proposed Bridge (approximately 1,250LF), and D B Wood proposed culverts/headwalls (two locations, each is approximately 20LF.) An additional relocation of the 30” Waterline is also needed by the intersection of SH-29 and D B Wood due to a leak in the existing pipe (approximately 450LF). It is Kimley-Horn’s understanding that the Client is needing engineering design, bid and construction phase services for the 30” Waterline Relocations.
- B) It is assumed that the culvert/headwall relocations will take place during construction of the D B Wood Roadway improvements project, while the bridge, and dam and SH-29 relocations will be bid separately, standalone, from the roadway project. It is assumed that the standalone portion of the project will bid under two separate construction contracts, one construction contract for the waterline relocations for the SH-29 and the proposed Dam at D B Wood Road, and the other construction contract would be for the waterline relocation by the proposed Middle Fork San Gabriel Bridge.
- C) The Client requested that the scope and fee for the bridge and the dam relocation be split into separate tasks. It is assumed that these will be included in the same bidding package but are shown separately for review by the Client.
- D) The alignments for relocations required due to the D B Wood Road Improvements project was set during the Preliminary Phase. This proposal is based on the known information at the time of the study and could be subject to change by outside party changes to their design, permitting entities and other unforeseen challenges.
- E) This project does not include any coordination with ongoing developments other than the D B Wood Improvements project. If unidentified developments are encountered during design that impact the alignment or scope of work, this will be additional services.
- F) This project scope does not include any landowner coordination efforts associated with the project including right of entry, title research, appraisals, and easement negotiation. It is

assumed that the City of Round Rock will hand these efforts.

Scope of Services

Kimley-Horn will provide the services specifically set forth below.

Task 1 – Project Management

- a) Project Schedule and Work Plan – Kimley-Horn will develop the project schedule and work plan for executing the project scope of services.
- b) Invoicing and Progress Reports – Assume this project task will have an added duration of twelve (12) months for design and twelve (12) months for construction and includes monthly invoicing and progress reports.
- c) Up to twelve (12) Progress meetings – This assumes a monthly, virtual, meeting with the Client. Kimley Horn will produce meeting minutes for each progress meetings.
- d) Up to two (2) Site Visits with the owner to review the design
- e) Design Team Coordination – Monthly Project Team meetings including Kimley-Horn and Subconsultants. Assumes twelve (12) team meetings.
- f) Subconsultant Coordination – Regular coordination between the subconsultants and Kimley-Horn, including file exchanges, scope locations, scope questions, and document preparation.

Task 2 – Embankment/Dam Relocation & SH-29 Relocation

Task 2.A – 30%

- I. Preliminary Alignment for SH-29 Relocation and confirmation of the alignment for the Dam Relocation.
- II. 30% Plans after alignment confirmation
 - a. Cover Sheet -1 Sheet
 - b. Project Layout – 1 Sheet
 - c. Plan and Profile – 4 Sheets (1:40 Scale)
- III. Opinion of Probable Construction Cost (OPCC) – The Consultant will update conceptual opinions of probable construction cost to reflect changes from the Conceptual Design. The Consultant has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Consultant at this time and represent only the Consultant's judgment as a design professional familiar with the construction industry. The Consultant cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.
- IV. Specifications – Table of Contents only, including list of technical specifications, special provisions, and special specifications.
- V. Permitting requirements for final design
- VI. QA/QC and Revisions – Internal quality control check of deliverable, revisions, and documentation.
- VII. Workshop Meeting with Round Rock to discuss the design

Task Deliverables: PDF 30% Plans, OPCC, Table of Contents for Specifications and Workshop.

Task 2.B – 90%

- I. Civil Plans – prepared at 11x17 size
 - a. Cover Sheet – 1 sheet
 - b. General Notes – 1 sheet
 - c. Project Layout – 1 sheet
 - d. Traffic Control Plan & Details – 2 sheets
 - e. Erosion and Sedimentation Plan & Details – 2 sheets
 - f. Plan and Profile – 4 sheets (1:40 scale)
 - g. Standard Details – up to 4 sheets
- II. Opinion of Probable Construction Cost (OPCC) – The Consultant will update conceptual opinions of probable construction cost to reflect changes from the Conceptual Design. The Consultant has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Consultant at this time and represent only the Consultant's judgment as a design professional familiar with the construction industry. The Consultant cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.
- III. Project Manual – Kimley-Horn will provide a project manual with front end sections provided by City of Round Rock and technical specifications provided by Kimley-Horn.
- IV. QA/AC – Provide quality assurance and quality control checks prior to each milestone submittal.
- V. Revisions to QA/QC – provide revisions and comments response to the QA/QC to include acceptance, corrected, and verified documentation

Task Deliverables: PDF of the 90% Plans, OPCC, and Project Manual and Specifications.

Task 2.C – 100%

- I. Civil Plans – prepared at 11x17 size
 - a. Cover Sheet – 1 sheet
 - b. General Notes – 1 sheet
 - c. Project Layout – 1 sheet
 - d. Traffic Control Plan & Details – 2 sheets
 - e. Erosion and Sedimentation Plan & Details – 2 sheets
 - f. Plan and Profile – 4 sheets (1:40 scale)
 - g. Standard Details – up to 4 sheets
- II. Opinion of Probable Construction Cost (OPCC) – The Consultant will update conceptual opinions of probable construction cost to reflect changes from the Conceptual Design. The Consultant has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Consultant at this time and represent only the Consultant's judgment as a design professional familiar with the construction industry. The Consultant cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.
- III. Project Manual – Kimley-Horn will provide a project manual with front end sections provided by City of Round Rock and technical specifications provided by Kimley-Horn.

- IV. QA/AC – Provide quality assurance and quality control checks prior to each milestone submittal.
- V. Revisions to QA/QC – provide revisions and comments response to the QA/QC to include acceptance, corrected, and verified documentation

Task Deliverables: PDF of the 100% Plans, OPCC, and Project Manual and Specifications.

Task 3 – Culverts/Headwalls Waterline Protection

This task will be a joint bid with the Georgetown D B Wood Roadway Improvements Project.

Task 3.A – 90%:

- I. Civil Plans – prepared at 11x17 size (Will be included in the D B Wood Roadway Improvements Project. The Deliverables will also be sent out to Round Rock for approval)
 - a. General Notes – 1 sheet
 - b. Project Layout – 1 sheet
 - c. Plan and Profile – 1 sheet (1:40 scale)
 - d. Standard Details – up to 2 sheets
- II. Opinion of Probable Construction Cost (OPCC) – The Consultant will update conceptual opinions of probable construction cost to reflect changes from the Conceptual Design. The Consultant has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Consultant at this time and represent only the Consultant's judgment as a design professional familiar with the construction industry. The Consultant cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.
- III. Specifications – Kimley-Horn will provide technical specifications to be included in the D B Wood Roadway Improvements Submittal.
- IV. QA/AC – Provide quality assurance and quality control checks prior to each milestone submittal.
- V. Revisions to QA/QC – provide revisions and comments response to the QA/QC to include acceptance, corrected, and verified documentation.

Task Deliverables: PDF of the 90% Plans, OPCC, and Specifications.

Task 3.B – 100%:

- I. Civil Plans – prepared at 11x17 size (Will be included in the D B Wood Roadway Improvements Project. The Deliverables will also be sent out to Round Rock for approval)
 - e. General Notes – 1 sheet
 - f. Project Layout – 1 sheet
 - g. Plan and Profile – 1 sheet (1:40 scale)
 - h. Standard Details – up to 2 sheets
- II. Opinion of Probable Construction Cost (OPCC) – The Consultant will update conceptual opinions of probable construction cost to reflect changes from the Conceptual Design. The Consultant has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or

over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Consultant at this time and represent only the Consultant's judgment as a design professional familiar with the construction industry. The Consultant cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.

- III. Specifications – Kimley-Horn will provide technical specifications to be included in the D B Wood Roadway Improvements Submittal.
- IV. QA/AC – Provide quality assurance and quality control checks prior to each milestone submittal.
- V. Revisions to QA/QC – provide revisions and comments response to the QA/QC to include acceptance, corrected, and verified documentation.

Task Deliverables: PDF of the 100% Plans, OPCC, and Specifications.

Task 4 – Bridge Relocation

Task 4.A – 30%

- I. Preliminary Alignment Confirmation
- II. 30% Plans
 - a. Cover Sheet – Included in SH-29 and Dam Relocation
 - b. Project Layout Sheet – Included in SH-29 and Dam Relocation
 - c. Plan and Profile – 4 Sheets (1:40 Scale)
- III. Specifications – Table of Contents only, including list of technical specifications, special provisions, and special specifications.
- IV. Permitting requirements for final design
- V. QA/QC – Internal quality control check of the deliverable.
- VI. Revisions to the QA/QC

Task Deliverables: PDF 30% Plans, OPCC, Table of Contents for Specifications and Workshop.

Task 4.B – 90%

- I. Civil Plans – prepared at 11x17 size
 - d. Cover Sheet – Included in SH-29 and Dam Relocation
 - a. General Notes – Included in SH-29 and Dam Relocation
 - b. Project Layout – Included in SH-29 and Dam Relocation
 - c. Traffic Control Plan & Details – 2 sheets
 - d. Erosion and Sedimentation Plan & Details – 2 sheets
 - e. Plan and Profile – 4 sheets (1:40 scale)
 - f. Standard and Special Details – up to 6 sheets.
- II. Opinion of Probable Construction Cost (OPCC) – The Consultant will update conceptual opinions of probable construction cost to reflect changes from the Conceptual Design. The Consultant has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Consultant at this time and represent only the Consultant's judgment as a design professional familiar with the construction industry. The Consultant cannot and does not guarantee that

- proposals, bids, or actual construction costs will not vary from its opinions of probable costs.
- III. Project Manual – Kimley-Horn will provide a project manual with front end sections provided by City of Round Rock and technical specifications provided by Kimley-Horn.
- IV. QA/AC – Provide quality assurance and quality control checks prior to each milestone submittal.
- V. Revisions to QA/QC – provide revisions and comments response to the QA/QC to include acceptance, corrected, and verified documentation.

Task Deliverables: PDF of the 90% Plans, OPCC, and Project Manual and Specifications.

Task 4.C – 100%

- I. Civil Plans – prepared at 11x17 size
 - a. Cover Sheet – 1 sheet
 - b. General Notes – 1 sheet
 - c. Project Layout – 1 sheet
 - d. Traffic Control Plan & Details – 2 sheets
 - e. Erosion and Sedimentation Plan & Details – 2 sheets
 - f. Plan and Profile – 4 sheets (1:40 scale)
 - g. Standard Details – up to 6 sheets
- II. Opinion of Probable Construction Cost (OPCC) – The Consultant will update conceptual opinions of probable construction cost to reflect changes from the Conceptual Design. The Consultant has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Consultant at this time and represent only the Consultant's judgment as a design professional familiar with the construction industry. The Consultant cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.
- III. Project Manual – Kimley-Horn will provide a project manual with front end sections provided by City of Round Rock and technical specifications provided by Kimley-Horn.
- IV. QA/AC – Provide quality assurance and quality control checks prior to each milestone submittal.
- V. Revisions to QA/QC – provide revisions and comments response to the QA/QC to include acceptance, corrected, and verified documentation

Task Deliverables: PDF of the 100% Plans, OPCC, and Project Manual and Specifications.

Task 5 – Subconsultants

Task 5.a - Embankment/Dam Relocation & SH-29 Relocation

- I. Survey - Kimley-Horn has brought Inland Geodetics to provide topography services for the project. Their scope for the Dam and SH-29 relocations is attached to this document.

- II. SUE - Kimley-Horn has brought The Rio's Group to provide SUE services for the project. Their scope for the Dam and SH-29 relocations is attached to this document.
- III. Geotechnical - Kimley-Horn has brought Terracon to provide geotechnical services for the project. Their scope for the Dam and SH-29 relocations is attached to this document.
- IV. Environmental (includes Bridge Relocation as well)- Kimley-Horn has brought Terracon to provide environmental services for the project. Their scope for the Dam and SH-29 relocations is attached to this document.
- V. Dam Modeling – Terracon will also study the affects of trenching for installation of the water line around the dam embankment. See the attached scope and fee for the specific information and hours.

Task 5.b - Bridge Relocation

- I. Survey - Kimley-Horn has brought Inland Geodetics to provide topography services for the project. Their scope for the Bridge relocation is attached to this document.
- II. SUE - Kimley-Horn has brought The Rio's Group to provide SUE services for the project. Their scope for the Bridge relocation is attached to this document.
- III. Geotechnical - Kimley-Horn has brought Terracon to provide geotechnical services for the project. Their scope for the Bridge relocation is attached to this document.
- IV. Trenchless Design: Kimley-Horn has brought Schnabel Engineering to provide trenchless design services for the project. Their scope for the Bridge relocation is attached to this document.

Task 6 – Permitting

- a) Georgetown Permitting
- b) TxDOT Permitting

Kimley-Horn does not guarantee the issuance of permits or approvals. If permits are issued for this project, the conditions and expiration dates are the sole responsibility of the Client. Kimley-Horn is not responsible for extending time limited entitlements or permits. Kimley-Horn can provide services to file for extensions, if applicable, provided the Client issues a direct written request for each requested entitlement, prior to the dates of expiration.

Task 7 – Bid Phase Services

It is anticipated that this project will contain two (2) sets of Construction Documents. The Consultant will perform the following professional services for the bidding phase of the project:

- a) Notice to Bidders – The Consultant will prepare a notice to bidders and/or assist the Client with preparation.
- b) Pre-Bid Conference – The Consultant will attend a Pre-bid conference.
- c) Respond to Contractor Questions – the Consultant will respond to contractor questions regarding clarifications to the plans.

- d) Addenda – The Consultant will answer contractor questions during the bid process. The Consultant will issue up to four (6) addenda as required.
- e) Bid Opening – The Consultant will attend the bid opening, review bids and prepare a tabulation of bids, and assist with bid evaluation scoring as needed.
- f) Recommendation for Award – The Consultant will prepare a letter with a recommendation for award.
- g) Final Conformed Contract Documents – The Consultant will print and issue three (3) full size sets of plans and two (2) half size sets of plans and specifications for distribution to the Client.

Task Deliverables:

- a) Bid tabulation
- b) Recommendation for Award
- c) Conformed Documents (3 full size sets of plans and 2 half size sets of plans)

Task 8 – Construction Phase Services

Consultant will provide the limited construction phase services specifically stated below:

- a) Pre-Construction Conference. Consultant will conduct a Pre-Construction Conference prior to commencement of Work at the Site.
- b) Visits to Site and Observation of Construction. Consultant will make visits at intervals as directed by Client in order to observe the progress of the Work. For this scope of services, it is assumed that up to four (4) site visits during construction will be required. Such visits and observations by Consultant are not intended to be exhaustive or to extend to every aspect of Contractor's work. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation. Based on information obtained during such visits, Consultant will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and Consultant will keep Client informed of the general progress of the Work.
 - I. Consultant shall not, during such visits or as a result of such observations, supervise, direct, or have control over Contractor's work, nor shall Consultant have authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, nor for any failure of Contractor to comply with applicable laws and regulations. Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.
 - II. Recommendations with Respect to Defective Work. Consultant will recommend to Client that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, Consultant believes that such work will not produce a completed Project that conforms generally to Contract Documents.
- c) Monthly Project Meetings: The Consultant shall attend up to twelve (12) monthly construction meetings for the duration of construction which is anticipated to be 12 months. The construction meetings shall be with the consultant, selected contractor, owner's representative, and program

manager. The consultant shall prepare an agenda and distribute meeting minutes to all attendees.

- d) Clarifications and Interpretations. Consultant will respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents to Client as appropriate to the orderly completion of Contractor's work. Any orders authorizing variations from the Contract Documents will be made by Client. This scope of services assumes up to ten (10) RFIs during the construction phase.
- e) Change Orders. Consultant may recommend Change Orders to Client and will review and make recommendations related to Change Orders submitted or proposed by the Contractor. This scope of services assumes up to three (3) change order evaluations.
- f) Shop Drawings and Samples. Consultant will review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs. This scope of services assumes reviewing up to twenty (20) shop drawings. Each submittal shall be reviewed up to two (2) times.
- g) Substitutes and "or-equal." Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor in accordance with the Contract Documents, but subject to the provisions of applicable standards of state or local government entities. This assumes up to two (2) evaluations of equal substitutes. The Substitutes must be in compliance with the plans and specifications. If they are not within the current approved plan set, then additional services will be considered.
- h) Inspections and Tests. Consultant may require special inspections or tests of Contractor's work as Consultant deems appropriate and may receive and review certificates of inspections within Consultant's area of responsibility or of tests and approvals required by laws and regulations or the Contract Documents. Consultant's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Consultant shall be entitled to rely on the results of such tests and the facts being certified. City of Round Rock shall provide full inspection services. The Consultant can request inspection at their discretion.
- i) Disagreements between Client and Contractor. Consultant will, if requested by Client, render written decision on all claims of Client and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the progress of Contractor's work. In rendering such decisions, Consultant shall be fair and not show partiality to Client or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
- j) Substantial Completion. Consultant will, promptly after notice from Contractor that it considers the entire Work ready for its intended use, in company with Client and Contractor, conduct a site visit to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a

final punch list. If after considering any objections of Client, Consultant considers the Work substantially complete, Consultant will notify Client and Contractor.

- k) Final Notice of Acceptability of the Work. Consultant will conduct a final site visit to determine if the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list so that Consultant may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Consultant shall also provide a notice that the Work is generally in accordance with the Contract Documents to the best of Consultant's knowledge, information, and belief based on the extent of its services and based upon information provided to Consultant upon which it is entitled to rely.
- l) Record Drawings – Consultant will prepare a set of record drawings based on the contractors redlines in the field. Record drawings will be delivered in PDF and AutoCAD format.

Task Deliverables:

- Review of up to twenty (20) shop drawings and submittals
- Prepare up to two (4) site visit/ observations notes
- Attend and distribute meeting minutes for up to twelve (12) monthly meetings
- Prepare responses for up to ten (10) RFIs
- Prepare responses for up to two (2) Change Orders
- Substantial Completion Walk-Through and checklist
- Final Completion and Concurrence Letter
- Record Drawings

Additional Services

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates. Additional services we can provide include, but are not limited to, the following:

- A) Geotechnical Design outside of what has been defined in this scope.
- B) Subsurface Utility Engineering outside of what has been defined in this scope.
- C) Franchise Utility Design is not included in this proposal.
- D) This proposal does not include easement acquisition services or landowner meetings.
- E) Unavoidable relocation design and construction for utility, water, wastewater, storm sewer, or other underground structure or pipeline that would conflict with this design is not included.
- F) Providing shop, mill, field, or laboratory inspection of materials and equipment is not included.
- G) Performing investigations, studies, and analysis of work proposed by construction Contractor to correct defective work.
- H) Design, contract modifications, studies or analysis required to comply with local, state, federal, or other regulatory agencies that become effective after the date of this agreement.
- I) Services required to resolve bid protests or to rebid the project for any reason.
- J) Full time resident representation services.
- K) Tree mitigation or irrigation services.
- L) Legal Representation at hearings.
- M) Public Meetings
- N) Warranty Services
- O) Providing services to review contractor claims, provided said claims are supported by causes not within the control of Kimley Horn or associated subconsultants.
- P) Production of O&M manuals, except for those provided by the manufacturers, is not included in

the scope. If additional O&M are requested, then this will be additional services.

- Q) If the client engages a third-party review for design and constructability after the execution of this agreement, this can cause additional services.
- R) No species presence/absence surveys or coordination with USFWS or TPWD is included.

Information Provided By Client

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. The Client shall provide all information requested by Kimley-Horn during the project, including but not limited to the following:

- A) Provide Kimley-Horn with all the criteria and full information for the Project, including design objectives and constraints, design standards for use in the design and specifications, budgetary limitations, standard forms, conditions, and related documents for the engineer to include in design, bidding, and construction.
- B) All required reports, drawings, and data, that could have an impact on the design.
- C) If Right of Entry is required by the engineer, and the landowner rejects, the Client will provide all legal services related to injunctive hearings to obtain access for engineering and field services.
- D) If easement negotiations fail resulting in eminent domain, the Client will provide all legal services related to the acquisition of the subject easement.

Responsibilities of Client

In addition to other responsibilities set out in this Agreement, the Client shall:

- A) Obtaining Right of Entry
- B) Negotiating with the landowners for easements.
- C) Obtaining appraisals.
- D) Provide bidding platform for advertisement, plan distribution, and location for pre-bid meetings.
- E) Attend the pre-bid meeting, bid opening, pre-construction meeting, construction progress meetings, other job-related meetings, and substantial completion and final payment inspections.
- F) Provide inspection and monitoring services for the construction of the project.
- G) Advise Kimley-Horn of the identity and scope of services of any independent consultants employed by the City of Killeen to perform or furnish services in regard to the project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.

Fee and Expenses

Kimley-Horn will perform the services in Tasks 1 - 8 on a labor fee plus expense basis with the maximum fee shown below.

1	Project Management	\$31,860.00
2	Embankment Dam Relocation & SH-29 Relocation	\$95,720.00
3	Culvert/ Headwall Protection	\$12,910.00
4	Bridge Relocation	\$70,820.00
5a	Subconsultant Dam and SH 29	\$64,618.52
5b	Subconsultant Bridge Crossing	\$94,384.89
6	Permitting	\$9,320.00
7	Bid Phase Services	\$15,060.00
8	Construction Phase Services	\$69,720.00
	Expenses	\$2,000.00
	Total	\$466,413.41

Maximum Fee

\$ 466,413.41



1504 Chisholm Trail Road
 Suite 103
 Round Rock, TX 78681
 512-238-1200
 512-238-1251 fax
 TBPELS Firm Reg. No. 10059100

November 11, 2022
 Revised: November 16, 2022

Tara Raof, P.E.
 Kimley-Horn
 10814 Jollyville Road Campus IV, Suite 200,
 Austin, TX 78759
 Direct: 737-270-7767
 Mobile: 832-696-4485
Tara.Raof@kimley-horn.com

RE: D B Wood - Round Rock 30" Waterline Relocation

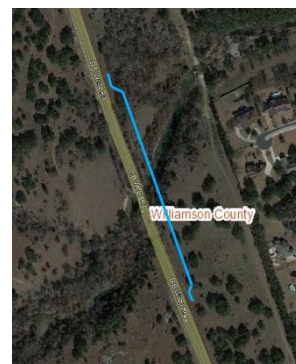
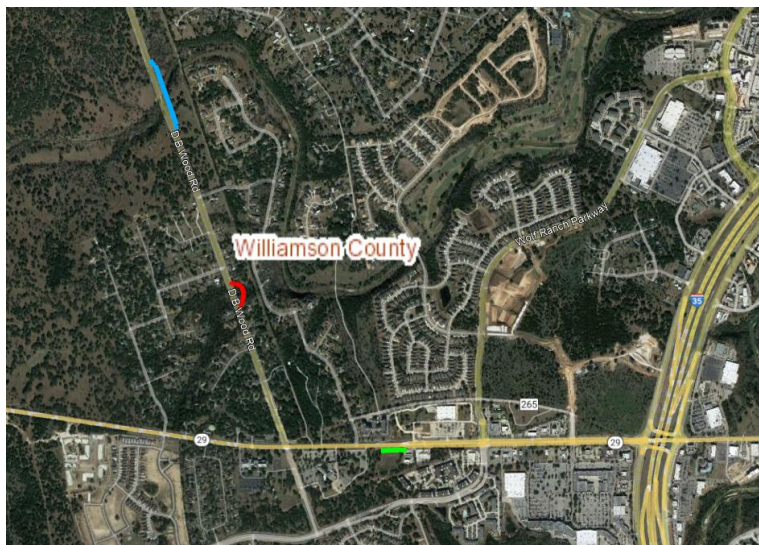
Ms. Raof:

Inland Geodetics is please to present our proposal to perform Professional Surveying Services for the above referenced project. This project involves three (3) sites: DB Wood Middle Fork Site, DB Wood Dam Site, and SH 29 Site. Each of the three (3) sites will include topographic surveying. The two DB Wood sites also include easement surveying. The SH 29 site will include right-of-way surveying. The specific scope of work is developed from email instructions dated November 4 and 7, 2022.

Inland understands that the Kimley-Horn will secure ROE for surveying activities prior to NTP and provide Inland copies with any special instructions.

SCOPE OF SERVICES

DB Wood Middle San Middle Fork site is indicated in blue below.
 DB Wood Dam site is indicated in red below.
 SH 29 site is indicated in green below.



Topographic Survey

1. Inland will utilize survey control monuments as established from previous work on this project.
2. The coordinate values will be reconciled to NAD 83 Texas State Plane Coordinates, Central Zone 4203, US Survey feet and NAVD 88 for vertical control datums. These values will be derived from GPS SmartNet VRS observations at each point that include geographic positions of northing, easting and orthometric heights.
3. Inland will contact 811 and coordinate the marking of existing utilities.
4. Inland will locate utility markings from 811.
5. Inland will collect spot elevations within the project site including edges of back of curbs, driveways, visible utilities, drainage structures, centerline of roads, trees 10" and up (per City of Georgetown Tree Ordinance), any other hard surfaced improvements within the defined area, grade breaks, flowlines of watercourses, and other significant features relevant to the project. Inland will extend the project site to the edge of pavement/back of curb along public roadways. The collected data will include spot elevations and breaklines sufficient to generate and/or merge to a 1 foot contour interval DTM for the project.
6. Inland will collect building/structure corners within the project site or route
7. Inland will locate up to four (4) Borehole locations for a total of one trip to the three (3) project sites.
8. Inland will locate up to five (5) Test Hole locations for a total of one trip to the three (3) project sites.
9. Deliverables will include an Autocad 3D file with break-lines and associated XML file. A DTM file processed to 1.0 foot contours will be provided and the associated spot point data in ASCII format. A list of benchmarks and project control coordinates will be included.

Right-of-Way Survey

1. Inland will perform sufficient research to reconstruct the existing right-of-way lines from record information.
2. Inland will perform sufficient survey field boundary surveying for the project site to locate the record boundaries developed in item 1 on the ground.
3. Inland will perform sufficient boundary analysis of the gathered field work to depict the reconstructed boundaries.
4. Deliverables will include an Autocad 2D file showing the right-of-way and adjoiner boundary lines.

Easement Survey

1. Inland shall set/recover and verify existing horizontal. The values will be relative to NAD 83 Texas State Plane Coordinates, Central Zone 4203 (scaled to surface values).
2. Inland will perform sufficient field and office tasks to generate metes and bounds description with survey plat for up to two (2) easement parcels on the described tracts.
3. Any TCEs for material laydown or construction activities will proposed on an "as-needed" basis as additional services to this proposal.
4. Inland will review title commitments provided by Client for each parcel, if the title commitment is provided prior to the signing/sealing of the easement.
5. Review of a title commitment after the signing/sealing of the easement will be considered a revision and an additional service to this proposal.
6. Deliverables will be one (1) metes and bounds description and one (1) sketch of easement, per parcel, total of two (2) parcels, both signed and sealed by a Registered Professional Land Surveyor prepared in

accordance with the rules and regulations of the Texas Board of Professional Engineers and Land Surveyors in PDF format.

Inland estimates the lump sum fees for the above services to be:

DB Wood Middle Fork Site	
Topographic Survey:	\$4,000.00 (non taxable)
Easement Survey:	\$4,500.00 (plus applicable tax)
DB Wood Dam Site	
Topographic Survey:	\$2,500.00 (non taxable)
Easement Survey:	\$3,800.00 (plus applicable tax)
SH 29 Site	
Topographic Survey:	\$4,000.00 (non taxable)
Right-of-Way Survey:	\$2,500.00 (plus applicable tax)
TOTAL:	\$21,300.00 (plus applicable tax)

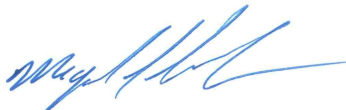
NOTE: This proposal understands that Kimley Horn will provide a VALID and CURRENT Tax Exemption/Resale Certificate for the purchase of taxable land surveying services as a component of their deliverables. A copy of this certificate will be forwarded to Inland Geodetics in lieu of incurring sales tax charges for the boundary surveying portion of this proposal.

Inland will begin work within four (4) weeks of Notice to Proceed.

The estimated fee proposed above are based on personnel time required to perform the described Scope of Services. Additional time requirements resulting from project scope changes, site/route changes, plan revisions, field recovery of or discrepancies of control provided will be considered reasonable cause for us to seek additional compensation for services not included in these amounts.

AUSTIN SURVEY COMPANY LLC DBA INLAND GEODETICS

Client:



Miguel A. Escobar, LSLs, RPLS
Chief Surveyor
1504 Chisholm Trail Road, Suite 103
Round Rock, Texas 78681
512-238-1200

Signature: _____ Date: _____
Printed Name: _____
Title: _____
Company Name: _____



November 16, 2022

Tara Raof, P.E.
Kimley-Horn
10814 Jollyville Road
Campus IV, Suite 200
Austin, Texas 78759
737-270-7767
Tara.Raof@kimley-horn.com

**RE: Subsurface Utility Engineering
City of Round Rock – DB Wood Road 30” Water Line Relocation**

Dear Ms. Raof:

The Rios Group, Inc. (TRG) is pleased to submit a cost proposal for Subsurface Utility Engineering (SUE) for the above referenced project. This proposal is based on information provided via teleconference on November 4, 2022 and via email on November 14, 2022.

Introduction

TRG will perform SUE services for this project in general accordance with the recommended practices and procedures described in ASCE publication CI/ASCE 38-02 “Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data.” As described in the publication, four levels have been established to describe and depict the quality of subsurface utility information. The four quality levels are as follows:

- Quality Level D (QL“D”) – Information obtained from existing utility records.
- Quality Level C (QL“C”) – Surveyed data depicting visible above-ground features supplemented with QL“D” information.
- Quality Level B (QL“B”) – Two-dimensional horizontal information obtained through the application and interpretation of non-destructive surface geophysical methods. Also known as “designating,” this level incorporates QL“C” information and provides horizontal positioning of subsurface utilities to within approximately 1.0 foot.
- Quality Level A (QL“A”) – Three-dimensional horizontal and vertical information obtained through non-destructive vacuum excavation equipment to expose utilities at critical points. Also known as “locating,” this level incorporates QL“B” information and provides horizontal and vertical positioning of subsurface utilities to within approximately 0.05 feet.

Scope of Work

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

The scope of this proposal includes QL“A” and QL“D” SUE services to support the design of the City of Round Rock 30” water line relocation for the DB Wood Road Phase One roadway improvement project in Georgetown, Texas. The limits of the QL“D” SUE are shown in red on Exhibit B1. TRG

will attempt to depict the following utilities within this area based on available utility records: potable water, reclaimed water, chilled water, natural gas/crude oil/refined product pipelines, communication duct banks, fiber optic, cable television, telephone, electric, wastewater and storm drain. Additionally, TRG will attempt to depict utility service lines, however, because these lines are often not shown on records TRG cannot guarantee all service lines will be included in the final deliverables. Irrigation lines and an inventory of overhead utilities are excluded from this scope of work.

This proposal also includes up to five (5) QL“A” SUE test holes at location that will be provided by the Client. For estimating purposes three test holes for the DB Wood Road bridge relocation segment, approximate locations of test holes are shown in red on Exhibit B2. Two contingency test holes are included for the embankment relocation segment. The general limits of that segment are shown on Exhibit B3. It is assumed that if needed the test holes will be complete at the tie in points on the northern and southern end of the relocation.

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

Any necessary Right-Of-Entry (ROE) permits will be provided by the Client prior to the start of field work.

TRG Procedures

QL “D” – Records Research and Surface Feature Survey

It is the responsibility of the SUE provider to perform due-diligence with regard to records research and the acquisition of available utility records. The due-diligence provided for this project will consist of contacting the applicable One Call agency and associated utility owners/municipalities, visually inspecting the work area for evidence of utilities, and reviewing available utility record information. Additional utilities not identified through these efforts will be referred to as Unknown utilities.

QL “B” – Designating

Following a review of the project scope and available utility records with the project manager, TRG field personnel will begin designating the approximate horizontal position of known subsurface utilities within the project area. A suite of geophysical equipment that includes magnetic and electromagnetic induction will be used to designate conductive utilities. Where access is available, a sonde will be inserted into non-conductive utilities to provide a medium for transmission which can then be designated using geophysical equipment. Non-conductive utilities can also be designated using other proven methods, such as rodding and probing. TRG will make a reasonable attempt to designate Unknown utilities identified during field work; however, no guarantee is made that all Unknown utilities will be designated. Utilities will be marked and labeled to distinguish type and ownership. Field data depicting the designated utilities, as well as relevant surface features, will be produced to ensure accuracy and completeness of subsequent survey data. The TRG project manager will review the collected survey data, field data, and utility records for accuracy and completeness.

QL “A” – Locating

TRG will utilize non-destructive vacuum excavation equipment to excavate test holes at the requested locations. To layout the test holes, TRG will follow the *QL “B” – Designating* procedures described above. Once each utility is located, TRG will record the size, type, material, and depth. Test holes

will be uniquely marked. Excavations will be backfilled by mechanical means with the appropriate material, and the original surface will be restored. If necessary, TRG can core pavement up to a depth of 12 inches. Asphalt surfaces will be repaired with an asphalt cold patch, and concrete cores will be epoxied in place, flush with the surrounding surface. TRG assumes that flowable fill will not be required when backfilling test holes and that full-section pavement repair (including sidewalks) will not be required to restore the original pavement surface. If requested, these services can be provided at an additional cost.

TRG will establish any necessary routine traffic control measures at no additional cost. However, if non-routine traffic control measures (lane closures, traffic detours, flagpersons, etc.) are required, this service will be invoiced as a direct expense. Due to the risk of damage, TRG will not attempt to probe or excavate test holes on AC water lines unless approval is obtained from the owner in advance. Additionally, excavation in rock, or to a depth greater than 18 feet, is considered beyond the scope of this proposal.

TRG has made the following assumptions with regard to the test holes on this project:

- All test holes will be accessible to truck-mounted vacuum excavation equipment.
- Right-Of-Way (ROW) permits of any kind will not be required.
- Designed traffic control plans will not be required.
- Non-routine traffic control measures will not be required.
- The coring of pavement will not be required.

Deliverables

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

- A utility file in CAD format depicting all QL “D” and located utilities. The Client will provide TRG with any necessary background files for use in completing the final deliverables.
- A summary sheet of all test hole coordinate data and depth information.
- 8.5” x 11” Test Hole Data Forms for all test hole locations completed. These plans will be signed and sealed by a Professional Engineer and delivered to the Client in electronic PDF form.
- 11” x 17” SUE Plan Sheets depicting all QL “D” and located utilities. These plans will be signed and sealed by a Professional Engineer and delivered to the Client in electronic PDF form.

Schedule

TRG can mobilize within three (3) weeks of receiving Notice-To-Proceed (NTP). TRG estimates that the QL “D” SUE work can be completed in twenty-five (25) working days, broken down as follows:

- Utility records research – 15 days
- Field recon – 1 day (concurrent with utility records research and deliverable preparation)
- QL “D” deliverable preparation – 10 day (following receipt of background files from Client)

TRG estimates that the QL“A” SUE work can be completed in thirteen (13) working days, broken down as follows:

- Layout test holes & QL“A” field work – 3 days
- QL“A” deliverable preparation – 10 days (following receipt of survey data from Client)

Estimated Fee

The total estimated cost to complete the QL“D” SUE work along SH29 described herein is Four Thousand Two Hundred Forty-Eight Dollars and 94/100 (\$4,248.94). An itemized breakdown of cost is provided in Exhibit A2.

The total estimated cost to complete the QL“A” SUE work at the DB Wood Road bridge described herein is Six Thousand Four Hundred Seven Dollars and 51/100 (\$6,407.51). An itemized breakdown of cost is provided in Exhibit A3.

The total estimated cost to complete the QL“A” SUE work at the DB Wood Road embankment described herein is Five Thousand Ninety-Two Dollars and 51/100 (\$5,092.51). An itemized breakdown of cost is provided in Exhibit A4.

The total estimated cost to complete all work described herein is **Fifteen Thousand Seven Hundred Forty-Eight Dollars and 96/100 (\$15,748.96)**. A summary of cost is provided in Exhibit A1. Please note that these pricings are based on an assumption of quantities, and that only actual quantities will be invoiced – up to the total Contract amount.

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

Respectfully,

The Rios Group, Inc.



Robby Hub
Project Manager



THE RIOS GROUP

Estimate for Subsurface Utility Engineering
City of Round Rock
DB Wood Road 30" Water Line Relocations
Summary

EXHIBIT A1

Phase	<i>Sub-Total</i>
SH 29 - QL"D" SUE	\$ 4,248.94
DB Wood Road Bridge - QL"A" SUE	\$ 6,407.51
DB Wood Road Embankment - QL"A" SUE	\$ 5,092.51
Total Estimated Cost	\$ 15,748.96



THE RIOS GROUP

Estimate for Subsurface Utility Engineering
City of Round Rock
DB Wood Road 30" Water Line Relocations
SH 29 - QL"D" SUE

EXHIBIT A2

Hourly Office Labor	<i>Rate</i>	<i>Assumed Quantity</i>	<i>Unit of Measure</i>	<i>Sub-Total</i>
Supervisory Engineer	\$ 190.86	1	HR	\$ 190.86
SUE Project Manager	\$ 169.71	2	HR	\$ 339.42
Professional Engineer	\$ 165.19		HR	\$ -
Assistant Project Manager	\$ 118.30	4	HR	\$ 473.20
Engineer in Training	\$ 110.49		HR	\$ -
CADD Technician	\$ 74.84	16	HR	\$ 1,197.44
Engineering Technician	\$ 74.67	6	HR	\$ 448.02
Field Manager	\$ 127.23		HR	\$ -
Administrative Specialist	\$ 81.39		HR	\$ -
Sub-Total				\$ 2,648.94
QL"D" SUE Field Recon & Test				
Hole Layout	<i>Rate</i>	<i>Assumed Quantity</i>	<i>Unit of Measure</i>	<i>Sub-Total</i>
One Designating Person	\$ 160.00	10	HR	\$ 1,600.00
Two Person Designating Crew	\$ 250.00	0	HR	\$ -
Sub-Total				\$ 1,600.00
QL"A" SUE Test Holes				
Unit Rate - Depth	<i>Outside Pavement Rate</i>	<i>Assumed Quantity</i>	<i>Unit Of Measure</i>	<i>Sub-Total</i>
0 - 5 feet	\$ 1,315.00		EA	\$ -
5 - 8 feet	\$ 1,600.00		EA	\$ -
8 - 13 feet	\$ 1,995.00	0	EA	\$ -
13 - 20 feet	\$ 2,575.00	0	EA	\$ -
Over 20 feet	\$ 3,025.00	0	EA	\$ -
Pavement Coring	\$ 370.00	0	EA	\$ -
Test Hole Total		0		
Sub-Total				\$ -
Total Estimated Cost				\$ 4,248.94



THE RIOS GROUP

Estimate for Subsurface Utility Engineering
City of Round Rock
DB Wood Road 30" Water Line Relocations
Bridge - QL"A" SUE

EXHIBIT A3

Hourly Office Labor	<i>Rate</i>	<i>Assumed Quantity</i>	<i>Unit of Measure</i>	<i>Sub-Total</i>
Supervisory Engineer	\$ 190.86	1	HR	\$ 190.86
SUE Project Manager	\$ 169.71	2	HR	\$ 339.42
Professional Engineer	\$ 165.19		HR	\$ -
Assistant Project Manager	\$ 118.30	4	HR	\$ 473.20
Engineer in Training	\$ 110.49		HR	\$ -
CADD Technician	\$ 74.84	4	HR	\$ 299.36
Engineering Technician	\$ 74.67	1	HR	\$ 74.67
Field Manager	\$ 127.23		HR	\$ -
Administrative Specialist	\$ 81.39		HR	\$ -
Sub-Total				\$ 1,377.51
QL"D" SUE Field Recon & Test				
Hole Layout	<i>Rate</i>	<i>Assumed Quantity</i>	<i>Unit of Measure</i>	<i>Sub-Total</i>
One Designating Person	\$ 160.00	5	HR	\$ 800.00
Two Person Designating Crew	\$ 250.00	0	HR	\$ -
Sub-Total				\$ 800.00
QL"A" SUE Test Holes				
Unit Rate - Depth	<i>Outside Pavement Rate</i>	<i>Assumed Quantity</i>	<i>Unit Of Measure</i>	<i>Sub-Total</i>
0 - 5 feet	\$ 1,315.00	2	EA	\$ 2,630.00
5 - 8 feet	\$ 1,600.00	1	EA	\$ 1,600.00
8 - 13 feet	\$ 1,995.00	0	EA	\$ -
13 - 20 feet	\$ 2,575.00	0	EA	\$ -
Over 20 feet	\$ 3,025.00	0	EA	\$ -
Pavement Coring	\$ 370.00	0	EA	\$ -
Test Hole Total		3		
Sub-Total				\$ 4,230.00
Total Estimated Cost				\$ 6,407.51



THE RIOS GROUP

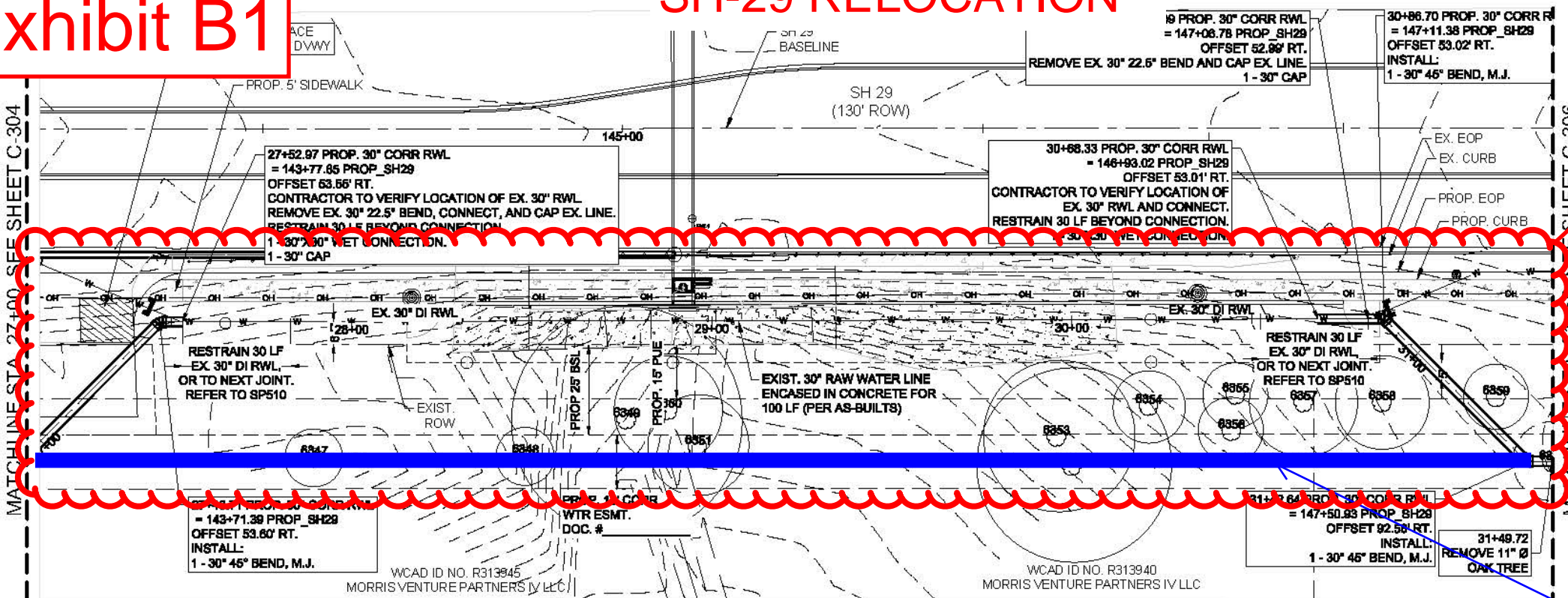
Estimate for Subsurface Utility Engineering
City of Round Rock
DB Wood Road 30" Water Line Relocations
Embankment - QL"A" SUE

EXHIBIT A4

Hourly Office Labor	<i>Rate</i>	<i>Assumed Quantity</i>	<i>Unit of Measure</i>	<i>Sub-Total</i>
Supervisory Engineer	\$ 190.86	1	HR	\$ 190.86
SUE Project Manager	\$ 169.71	2	HR	\$ 339.42
Professional Engineer	\$ 165.19		HR	\$ -
Assistant Project Manager	\$ 118.30	4	HR	\$ 473.20
Engineer in Training	\$ 110.49		HR	\$ -
CADD Technician	\$ 74.84	4	HR	\$ 299.36
Engineering Technician	\$ 74.67	1	HR	\$ 74.67
Field Manager	\$ 127.23		HR	\$ -
Administrative Specialist	\$ 81.39		HR	\$ -
Sub-Total				\$ 1,377.51
QL"D" SUE Field Recon & Test				
Hole Layout	<i>Rate</i>	<i>Assumed Quantity</i>	<i>Unit of Measure</i>	<i>Sub-Total</i>
One Designating Person	\$ 160.00	5	HR	\$ 800.00
Two Person Designating Crew	\$ 250.00	0	HR	\$ -
Sub-Total				\$ 800.00
QL"A" SUE Test Holes				
Unit Rate - Depth	<i>Outside Pavement Rate</i>	<i>Assumed Quantity</i>	<i>Unit Of Measure</i>	<i>Sub-Total</i>
0 - 5 feet	\$ 1,315.00	1	EA	\$ 1,315.00
5 - 8 feet	\$ 1,600.00	1	EA	\$ 1,600.00
8 - 13 feet	\$ 1,995.00	0	EA	\$ -
13 - 20 feet	\$ 2,575.00	0	EA	\$ -
Over 20 feet	\$ 3,025.00	0	EA	\$ -
Pavement Coring	\$ 370.00	0	EA	\$ -
Test Hole Total		2		
Sub-Total				\$ 2,915.00
Total Estimated Cost				\$ 5,092.51

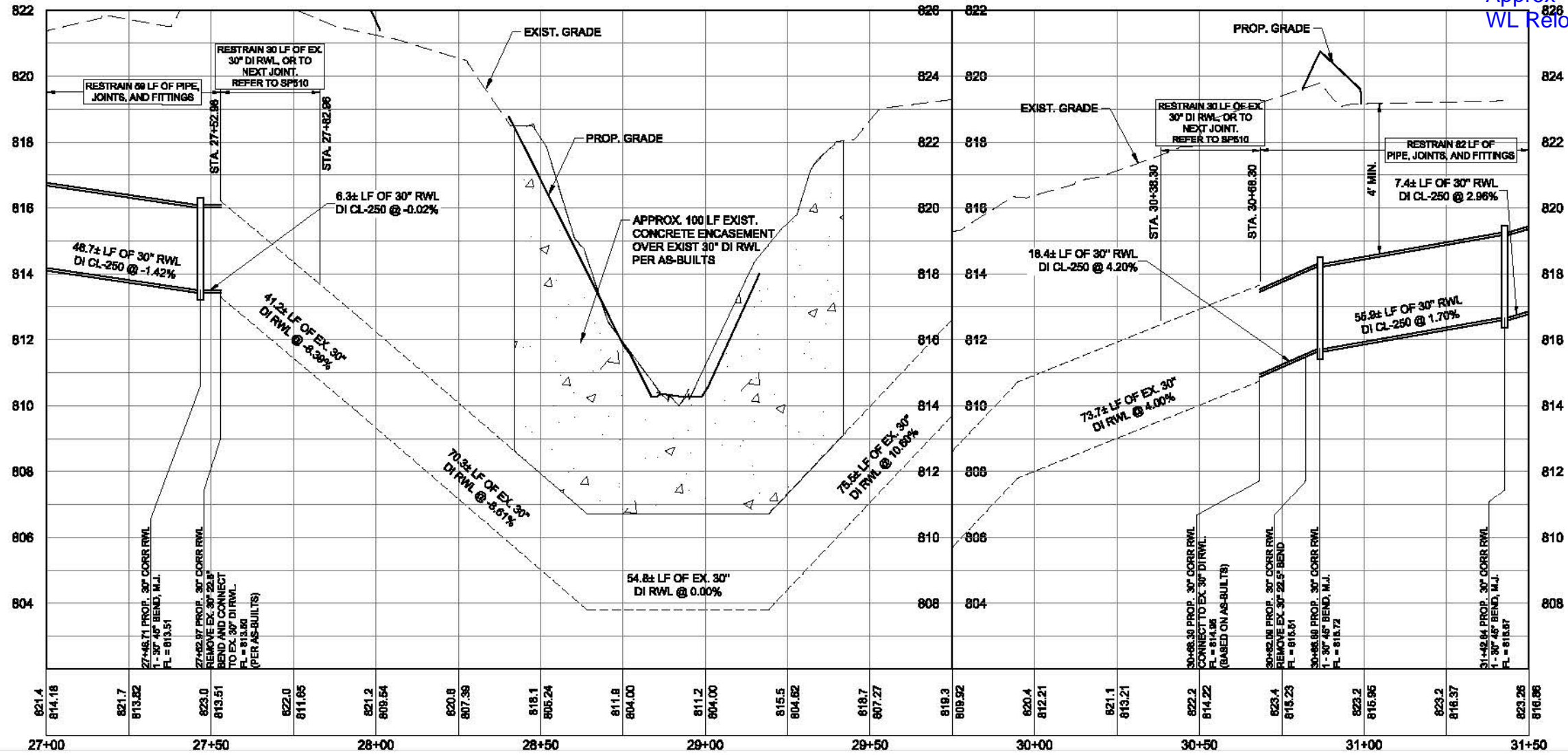
Exhibit B1

SH-29 RELOCATION



QLD SUE Limits

SH-29 Relocation
Approx 450 LF of 30\"/>



LEGEND

- PROP. WATER LINE
- PROP. ROW
- EXIST. ROW
- EASEMENT
- EXIST. EOP
- PROP. EOP
- EXIST. WATER LINE
- ABAND. WATER LINE
- EXIST. WW LINE
- SD
- SD
- STORM DRAIN
- G
- G
- EXIST. GAS LINE
- UT
- UT
- U.G. TELECOM
- FO
- FO
- FIBER OPTIC
- OE
- OE
- OVERHEAD ELECTRIC
- E
- E
- U.G. ELECTRIC
- O
- O
- CHAINLINK FENCE
- ROCK FENCE
- WIRE FENCE
- EXIST. SIDEWALK
- EXIST. TREE (TO REMAIN)
- EXIST. TREE (TO BE REMOVED)

- GENERAL NOTES:**
- THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES THAT MIGHT BE OCCASIONED BY THE FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES. WHEN THE CONTRACTOR IS USING TRENCHLESS INSTALLATION METHODS, THE CONTRACTOR SHALL LOCATE ALL UTILITIES FOR THE ENTIRE LENGTH OF THE INSTALLATION PRIOR TO ANY ACTIVITIES.
 - CONTRACTOR TO MAINTAIN 48" MINIMUM COVER OVER PROPOSED WATER LINE IN THE STREET AND 42" IN UNPAVED AREAS. CONTRACTOR TO MAINTAIN MINIMUM 18" VERTICAL AND 5' HORIZONTAL CLEARANCE BETWEEN PROPOSED AND EXISTING UTILITIES UNLESS OTHERWISE SHOWN ON THE PLANS.
 - ANY DISCREPANCIES FROM WHAT IS SHOWN SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER PRIOR TO BEGINNING WORK.
 - ALL DUCTILE IRON FITTINGS FOR PIPE LARGER THAN 24" SHALL COMPLY WITH AWWA C110 UNLESS OTHERWISE NOTED ON PLANS.
 - EXISTING RAW WATER MAINS ARE TO BE PROTECTED AND REMAIN IN SERVICE UNTIL THE NEW MAINS ARE CONSTRUCTED, TESTED, APPROVED AND SERVICE LINES RECONNECTED AND THE NEW MAIN IS PLACED IN SERVICE.
 - EXISTING RAW WATER MAINS THAT ARE TO BE ABANDONED IN PLACE AND ARE UNDER THE PROPOSED ROADWAY ARE TO BE CUT, CAPPED, AND FILLED WITH FLOWABLE FILL, SUBSIDIARY TO COST OF PIPE, NO SEPARATE PAY. EXISTING RAW WATER LINES THAT ARE TO BE ABANDONED IN PLACE AND ARE NOT UNDER THE PROPOSED ROADWAY WILL BE CAPPED.

EXISTING GRADE
976.7

FLOW LINE OF PIPE
971.79

PROFILE SCALE
1"=40' HORIZ.
1"=4' VERT.

RECORD DRAWING

THIS RECORD DRAWING HAS BEEN PREPARED IN PART BASED UPON THE ORIGINAL RECORD DRAWING AND THE ORIGINAL DRAWINGS MAY HAVE BEEN MODIFIED BY OTHERS AND CANNOT BE RELIED UPON FOR CONSTRUCTION. THE CONTRACTOR SHALL OBTAIN A COPY OF THE ORIGINAL RECORD DRAWING AND VERIFY ITS ACCURACY. THE ORIGINAL DESIGN DRAWINGS WERE SEALED BY LANCE PARRISHER ON OCTOBER 9, 2019.

CobbFendley
106221
PROFESSIONAL ENGINEER

CORR 30" RAW WATERLINE P&P
STA. 27+00 TO 31+50

DB WOODS & SH 29 30" RAW WATER RELOCATION
ROUND ROCK, TEXAS

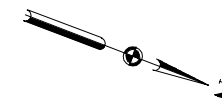
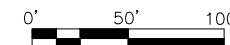
PROJ. NO. 1812-018-01
DESIGN: K. VAN HOOSIER
DRAWING: K. VAN HOOSIER
CHECK: L. PRINCE
APPR: L. PARRISHER
DATE: JULY 25, 2019

RECORD DRAWING
JULY 25, 2019
SHEET
C-305
14 of 37

Dwg info: G:\CFA\2014\0308801_Williamson_County_2013_Road_Bond\MUN\23 DB Woods at SH 29\DESIGN\C-101-WATR.dwg - Tab: 27+00-31+50 - Plotted: 7/25/2019 9:08 AM By: HOPE NEWTON

Exhibit B2

BRIDGE RELOCATION



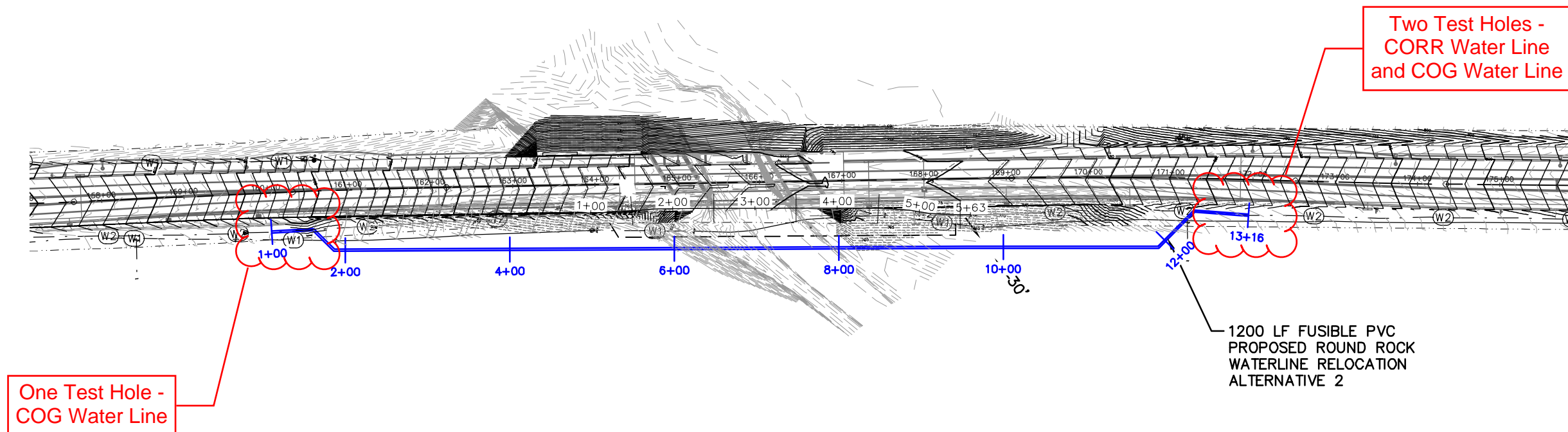
LEGEND

- CITY OF GEORGETOWN WATER
- CITY OF ROUND ROCK WATER
- PEDERNALES OVERHEAD ELECTRIC
- EXIST RIGHT OF WAY
- EXIST EASEMENT
- EXIST PROPERTY LINE
- PROPOSED RIGHT OF WAY
- PROPOSED MAJOR CONTOUR LINE
- PROPOSED MINOR CONTOUR LINE
- PROPOSED ROADWAY CENTERLINE
- PROPOSED STONE PROTECTION RIPRAP

NOTES

1. THE LOCATION OF THE EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES THAT MIGHT BE OCCASIONED BY THE FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.
2. ANY DISCREPANCIES FROM WHAT IS SHOWN SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE ENGINEER.

ROUND ROCK WATERLINE RELOCATION ALIGNMENT ALTERNATIVES



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 PLOTTED: 10/31/2022 4:18 PM

Kimley»Horn F-928

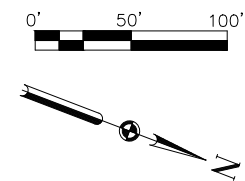


D.B. WOOD RD

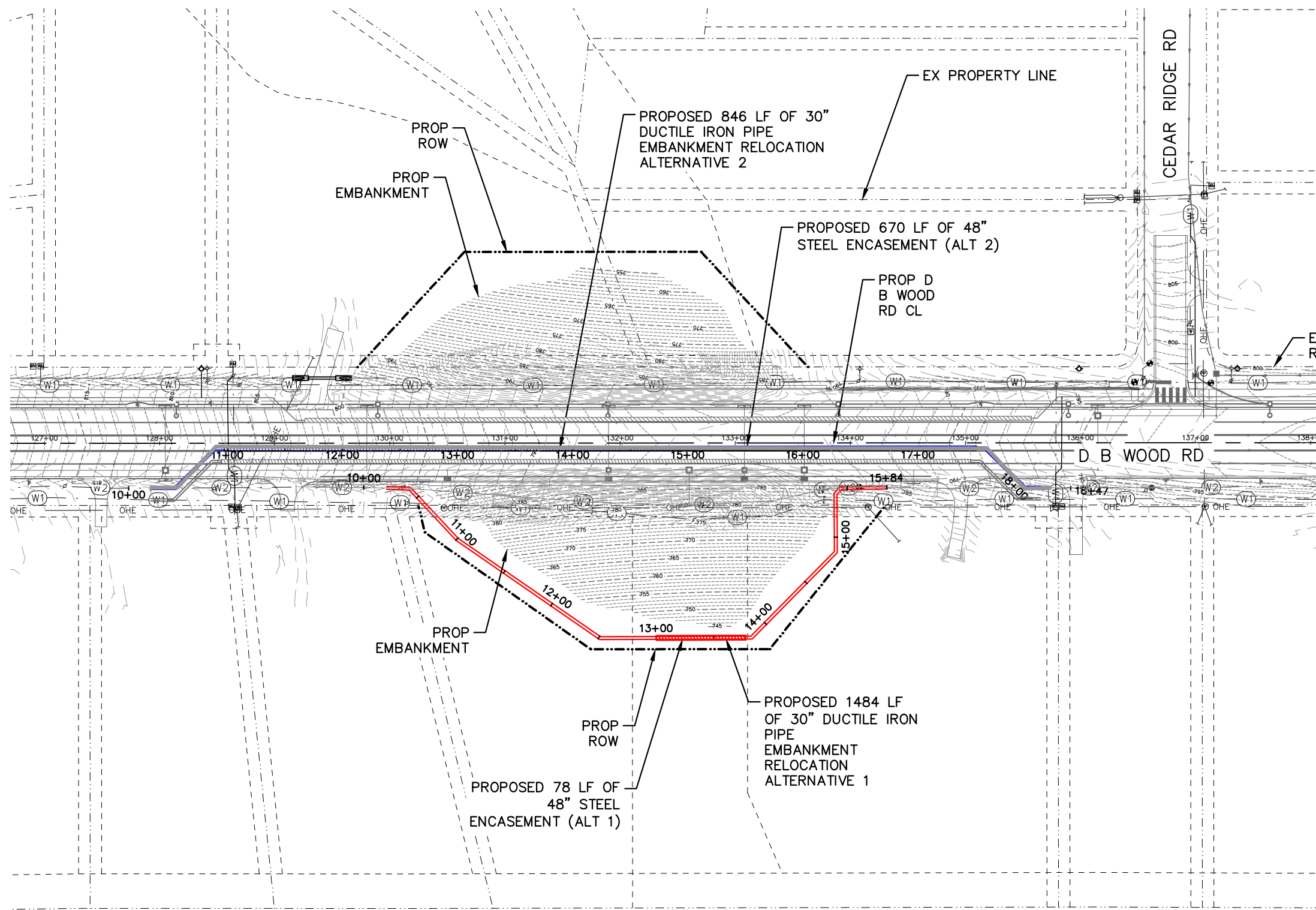
30-IN WL BRIDGE
RELOCATION ALTERNATIVES &
ALTERNATIVE 1 PROFILE

Exhibit B3

EMBANKMENT RELOCATION



ROUND ROCK 30" RAW WATER LINE EMBANKMENT RELOCATION ALTERNATIVES



LEGEND

- CITY OF GEORGETOWN WATER
- CITY OF ROUND ROCK WATER
- PEDERNALES OVERHEAD ELECTRIC
- EXIST RIGHT OF WAY
- EXIST EASEMENT
- EXIST PROPERTY LINE
- PROPOSED RIGHT OF WAY
- PROPOSED MAJOR CONTOUR LINE
- PROPOSED MINOR CONTOUR LINE
- PROPOSED ROADWAY CENTERLINE
- PROPOSED STONE PROTECTION RIPRAP

NOTES

1. THE LOCATION OF THE EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES THAT MIGHT BE OCCASIONED BY THE FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.
2. ANY DISCREPANCIES FROM WHAT IS SHOWN SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE ENGINEER.

FILENAME: K:\AUS_WR\069226619_DB_WOODS_GEORGETOWN_RELOCATIONS\CAD\PLANSHEETS\ROUND_ROCK\C-WATR-PLAN-RR.DWG
 PLOTTED: 10/10/2022 10:51 AM

Kimley»Horn

F-928

ROUND ROCK TEXAS

30-IN WATERLINE
EMBANKMENT RELOCATION
ALTERNATIVES

November 18, 2022



Kimley-Horn
10814 Jollyville Road Campus IV, Suite 200
Austin, Texas 78759

Attn: Ms. Tara Raoof, P.E.
P: (737) 270 7767
E: Tara.Raoof@kimley-horn.com

Re: Proposal for Geotechnical Engineering Services
DB Wood 30-inch-diameter WL Relocations
DB Wood Road and SH 29
Georgetown, TX
Terracon Proposal No. PAC225108 Revision 1

Dear Ms. Raoof:

We appreciate the opportunity to submit this proposal to Kimley-Horn (K-H) to provide Geotechnical Engineering services for the above referenced publicly-funded project. The following are exhibits to the Individual Purchase Order (IPO) to be issued by Kimley-Horn at a later date.

Exhibit A	Project Understanding
Exhibit B	Scope of Services
Exhibit C	Compensation and Project Schedule
Exhibit D	Site Location and Nearby Geotechnical Data
Exhibit E	Anticipated Exploration Plan

See Exhibit C for details of our fees and schedule and consideration of additional services. This proposal is offered valid for a consideration period of 90 days from the issuance of this proposal to the Client.

Your authorization for Terracon to proceed in accordance with this proposal can be issued by signing an IPO. The IPO should refer to the previously signed Master/Professional Services Agreement between Terracon and Kimley-Horn dated August 4, 2021.

Sincerely,

Terracon Consultants, Inc.

Handwritten signature of Diana Vargas-Suaza in black ink.

Diana Vargas-Suaza, P.E.
Senior Project Manager

Handwritten signature of Bryan S. Moulin in black ink.

Bryan S. Moulin, P.E.
Senior Principal, Geotechnical Department Manager

Explore with us

EXHIBIT A - PROJECT UNDERSTANDING

Our Scope of Services is based on our understanding of the project as described by K-H and the expected subsurface conditions as described below. We have not visited the project site to confirm the information provided. Aspects of the project, undefined or assumed, are highlighted as shown below. We request the design team verify all information prior to our initiation of field exploration activities.

Site Location and Anticipated Conditions

Item	Description
Site Location	The waterline relocation project is situated along DB Wood Road and SH 29 in Georgetown, TX.
Existing Improvements	Existing DB Wood roadway and bridge and SH 20 roadway.
Current Ground Cover	Soils, grass, weeds, scattered to dense trees, asphalt pavement, gravels.
Existing Topography	<ul style="list-style-type: none"> ■ Bridge Relocation: Based on topographic information provided by the client, the elevations across the relocation site vary from ~810 feet on the south side of the crossing, to ~745 feet at the bottom of San Gabriel River, to ~790 feet on the north side of the crossing. ■ Embankment Relocation: Based on topographic information provided by the client, the elevations across the embankment relocation site vary from ~796 feet on the south side of the crossing, to ~753 feet at the bottom of the slope, to ~785 feet on the north side of the crossing. ■ SH-29 Relocation: Based on topographic information provided by the client, the elevations across the embankment relocation site vary from ~796 feet on the south side of the crossing, to ~753 feet at the bottom of the slope, to ~785 feet on the north side of the crossing.
Site Access	<ul style="list-style-type: none"> ■ Bridge Relocation: Limited pathway clearing along the shoulder, or traffic control along the roadway, will be required to access the boring locations with drilling equipment. ■ Embankment Relocation: Borings drilled for previous/ongoing geotechnical investigations in this area will be used to develop recommendations; therefore, no additional exploration is needed for the embankment relocation. ■ SH-29 Relocation: Due to existing utilities, developments, and detention pond at the site, we anticipate traffic control along the roadway will be required to perform the geotechnical exploration.
Expected Subsurface Conditions	Our experience near the vicinity of the proposed development and geologic maps indicates subsurface conditions consist of surficial soils overlying near-surface Edwards Group limestone.

Proposal for Geotechnical Engineering Services

DB Wood 30-inch-diameter WL Relocations ■ Georgetown, TX

November 18, 2022 ■ Terracon Proposal No. PAC225108 Revision 1



Planned Construction

Item	Description
Information Provided	Project information and site location provided via e-mail by Ms. Tara Raof with K-H between November 1 st and November 8, 2022.
Proposed Structure	<ul style="list-style-type: none">■ The existing 30-inch-diameter Round Rock Raw Waterline will be relocated in areas adjacent to DB Wood Road and SH 29. Additional details at each relocation are listed below:■ Bridge Relocation: Approximately 1,200 LF of water line will be relocated in this area. We also understand HDD method for the installation of the pipe will be used in this area. Approximate water line elevation at the San Gabriel River will be 709 feet.■ Embankment Relocation: Approximately 600 LF of water line will be relocated in this area. We also understand open trench method for the installation of the pipe will be performed in this area. Approximate water line elevation at the bottom of the embankment is 745 feet. Stability of the dam embankment is required to be analyzed for any future maintenance activity.■ SH-29 Relocation: Approximately 450 LF of water line will be relocated in this area. Open trench method is planned for the installation of the pipe. Approximate water line elevation at the lowest level is 803 feet.
Building Construction	Water lines will consist of PVC or ductile iron.
Grading/Slopes	<ul style="list-style-type: none">■ Bridge Relocation: HDD method is anticipated; therefore, cuts are not anticipated at this location.■ Embankment Relocation: Up to 5 feet of cut and backfill will be required, based on existing grades to the east of the proposed dam reconstruction.■ SH-29 Relocation: Up to 10 feet of cut will be required based on existing grades along the shoulder.

Proposal for Geotechnical Engineering Services

DB Wood 30-inch-diameter WL Relocations ■ Georgetown, TX

November 18, 2022 ■ Terracon Proposal No. PAC225108 Revision 1



EXHIBIT B - SCOPE OF SERVICES

Our proposed Scope of Services consists of field exploration, laboratory testing, and engineering/project delivery. These services are described in the following sections.

Field Exploration

K-H prescribed the following boring locations. Proposed depths are based on our experience in the vicinity of the project area and similar projects.

Raw Water Line (RWL) Exploration Scope - Bridge Relocation		
Planned Location	Number of Borings	Planned Boring Depth (feet) ¹
Raw Waterline	1 (south entry point)	105 ²
	1 (north entry point)	80 ²
TOTAL	2	Maximum Footage of 185 feet

1. Below ground surface.

2. Based on existing grades along the roadway and within the shoulder at locations where the drill rig can position safely, boring depths were estimated with the plan to extend at least 5 feet below the bottom of the lowest pipe elevation of approximately 709 feet. Borings drilled in this area for Terracon Project No. AC205034 will also be used to provide recommendations for the bridge WL relocation.

Raw Water Line (RWL) Exploration Scope - Embankment and SH-29 Relocations		
Planned Location	Number of Borings	Planned Boring Depth (feet) ¹
Raw Waterline Embankment	1	30 ²
Raw Waterline SH-29	1	30 ³
TOTAL	2	Maximum Footage of 60 feet

1. Below ground surface.

2. For the embankment WL relocation area, borings drilled in this area for Terracon Project No. AC205034 will be used to provide recommendations for the embankment WL relocation. One proposed boring soon to be drilled will be deepened to approximately 5 feet below the bottom of the lowest pipe elevation of approximately 745 feet. Please note we will core approximately 30 additional feet at the boring location.

3. For the SH 29 relocation area, boring depth was estimated with the plan to extend at least 5 feet below the bottom of the lowest pipe elevation of approximately 803 feet.

Proposal for Geotechnical Engineering Services

DB Wood 30-inch-diameter WL Relocations ■ Georgetown, TX

November 18, 2022 ■ Terracon Proposal No. PAC225108 Revision 1



Boring Layout and Elevations: We will use handheld GPS equipment to locate borings with an estimated horizontal accuracy of +/-10 feet. Field measurements from existing site features may be utilized. If available, approximate elevations will be obtained by interpolation from a site specific, surveyed topographic map or Google Earth.

Subsurface Exploration Procedures: Our drilling subcontractor will advance soil borings with a truck-mounted drill rig using continuous flight augers (solid stem and/or hollow stem, as necessary, depending on soil conditions). Four to five samples will be obtained in the upper 10 feet of each boring and at intervals of 5 feet thereafter (unless bedrock is encountered). Soil sampling is typically performed using thin-wall tube and/or split-barrel sampling procedures. The split-barrel samplers are driven in accordance with the standard test method for standard penetration test (SPT) and split-barrel sampling of soils. Bedrock is sampled with either split-barrel-sampling spoons or continuously cored using NX wireline rock coring equipment. When sufficient bedrock is sampled, the borings are shallowed at the geotechnical engineer's discretion. The samples will be placed in appropriate containers, taken to our soil laboratory for testing, and classified by a Geotechnical Engineer. In addition, we will observe and record groundwater levels during drilling and sampling.

Our exploration team will prepare field boring logs as part of standard drilling operations including sampling depths, penetration distances, and other relevant sampling information. Field logs include visual classifications of materials encountered during drilling, and our interpretation of subsurface conditions between samples. Final boring logs, prepared from field logs, represent the Geotechnical Engineer's interpretation, and include modifications based on observations and laboratory tests.

Property Disturbance: Our drilling subcontractor will backfill borings located within the Edwards Aquifer Recharge Zone immediately with auger cuttings and/or bentonite upon completion. Pavements will be patched with cold-mix asphalt and/or ready mixed concrete, as appropriate. Our services do not include repair of the site beyond backfilling our boreholes and patching existing pavements. Excess auger cuttings will be dispersed in the general vicinity of the borehole. Because backfill material often settles below the surface after a period, we recommend boreholes to be periodically checked and backfilled, if necessary. We can provide this service, or grout the boreholes for additional fees, at your request.

Safety

Terracon is not aware of environmental concerns at this project site that would create health or safety hazards associated with our exploration program; thus, our Scope considers standard OSHA Level D Personal Protection Equipment (PPE) appropriate. Our Scope of Services does not include environmental site assessment services, but identification of unusual or unnatural materials encountered while drilling will be noted on our logs and discussed in our report.

Proposal for Geotechnical Engineering Services

DB Wood 30-inch-diameter WL Relocations ■ Georgetown, TX

November 18, 2022 ■ Terracon Proposal No. PAC225108 Revision 1



Exploration efforts require borings into the subsurface, therefore Terracon complies with local regulations to request a utility location service Texas 811 (aka One-Call). We consult with the owner/client regarding potential utilities, or other unmarked underground hazards. Based upon the results of this consultation, we consider the need for alternative subsurface exploration methods, as the safety of our field crew is a priority.

Private utilities should be marked by the owner/client prior to commencement of field exploration. Terracon will not be responsible for damage to private utilities not disclosed to us. If the owner/client is unable to accurately locate private utilities, Terracon can assist the owner/client by coordinating or subcontracting with a private utility locating services. Fees associated with the additional services are not included in our current Scope of Services and will be forwarded to our client for approval prior to initiating. The detection of underground utilities is dependent upon the composition and construction of the utility line; some utilities are comprised of non-electrically conductive materials and may not be readily detected. The use of a private utility locate service would not relieve the owner of their responsibilities in identifying private underground utilities.

Site Access: Terracon must be granted access to the site by the property owner. By acceptance of this proposal, without information to the contrary, we consider this as authorization to access the property for conducting field exploration in accordance with the Scope of Services. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to COVID-19. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes. Client acknowledges its responsibility for notifying Consultant of any circumstances that present a risk of exposure to COVID-19 or individuals who have tested positive for COVID-19 or are self-quarantining due to exhibiting symptoms associated with COVID-19.

Traffic Control: Terracon will subcontract with a firm to provide traffic control as needed for this project. We anticipate that traffic control will be required for the bridge relocation and SH-29 relocation boring locations.

Laboratory Testing

The project engineer will review field data and assign laboratory tests to understand the engineering properties of various soil and rock strata. Exact types and number of tests cannot be defined until completion of field work. The anticipated laboratory testing may include the following:

- Water content
- Unit dry weight
- Atterberg limits
- Grain size analysis
- Unconfined compressive strength

Proposal for Geotechnical Engineering Services

DB Wood 30-inch-diameter WL Relocations ■ Georgetown, TX

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Our laboratory testing program often includes examination of soil samples by an engineer. Based on the material's texture and plasticity, we will describe and classify soil samples in accordance with the Unified Soil Classification System (USCS). Samples obtained during the field exploration will be discarded 30 days after the date of the geotechnical engineering report (unless sample storage beyond the 30 days is requested by the Client and incorporated into our scope of work and fees).

If bedrock samples are obtained, rock classification will be conducted using locally accepted practices for engineering purposes; petrographic analysis (if performed) may reveal other rock types. Rock core samples typically provide an improved specimen for this classification. Boring log rock classification is determined using the Description of Rock Properties.

Engineering and Project Delivery

Results of our field and laboratory programs will be evaluated by a professional engineer. The engineer will develop a geotechnical site characterization, perform the engineering calculations necessary to evaluate foundation alternatives, and develop appropriate geotechnical engineering design criteria for earth-related phases of the project.

Your project will be delivered using our **GeoReport**[®] system. Upon initiation, we provide you and your design team the necessary link and password to access the website (if not previously registered). Each project includes a calendar to track the schedule, an interactive site map, a listing of team members, access to the project documents as they are uploaded to the site, and a collaboration portal. The typical delivery process includes the following:

- Project Planning – Proposal information, schedule and anticipated exploration plan will be posted for review and verification
- Site Characterization – Findings of the site exploration
- Geotechnical Engineering – Recommendations and geotechnical engineering report

When utilized, our collaboration portal documents communication, eliminating the need for long email threads. This collaborative effort allows prompt evaluation and discussion of options related to the design and associated benefits and risks of each option. With the ability to inform all parties as the work progresses, decisions and consensus can be reached faster. In some cases, only minimal uploads and collaboration will be required, because options for design and construction are limited or unnecessary. This is typically the case for uncomplicated projects with no anomalies found at the site.

When services are complete, we upload a printable version of our completed geotechnical engineering report, including the professional engineer's seal and signature, which documents our services. Previous submittals, collaboration and the report are maintained in our system. This allows future reference and integration into subsequent aspects of our services as the project goes through final design and construction.

Proposal for Geotechnical Engineering Services

DB Wood 30-inch-diameter WL Relocations ■ Georgetown, TX

November 18, 2022 ■ Terracon Proposal No. PAC225108 Revision 1



The geotechnical engineering report will provide the following:

- Boring logs with field and laboratory data
- Stratification based on visual soil and rock classification
- Groundwater levels observed during and after the completion of drilling
- Site Location and Exploration Plans
- Subsurface exploration procedures
- Description of subsurface conditions
- Subgrade preparation/earthwork recommendations
- Discussion of open trench excavation methods and OSHA guidelines
- Backfill material and compaction recommendations for open trench excavations
- Utility embedment and backfill recommendations
- Slope stability analysis in the Dam area attempting to model an open utility trench for any future maintenance activity.
- Tunneling comments for bridge WL relocation

Additional Services

In addition to the services noted above, the following are often associated with geotechnical engineering services. Fees for services noted above **do not** include the following:

Review of Plans and Specifications: Our geotechnical report and associated verbal and written communications will be used by others in the design team to develop plans and specifications for construction. Review of project plans and specifications is a vital part of our geotechnical engineering services. This consists of review of project plans and specifications related to site preparation, foundation, and pavement construction. Our review will include a written statement conveying our opinions relating to the plans and specifications' consistency with our geotechnical engineering recommendations.

Observation and Testing of Pertinent Construction Materials: Development of our geotechnical engineering recommendations and report relies on an interpretation of soil conditions. This is based on widely spaced exploration locations, and assuming construction methods will be performed in a manner sufficient to meet our expectations, and is consistent with recommendations made at the time the geotechnical engineering report is issued. We should be retained to conduct construction observations, and perform/document associated materials testing, for site preparation, foundation, and pavement construction. This allows a more comprehensive understanding of subsurface conditions and necessary documentation of construction, to confirm and/or modify (when necessary) the assumptions and recommendations made by our engineers.

EXHIBIT C - COMPENSATION AND PROJECT SCHEDULE

Compensation

Based upon our understanding of the site, the project as summarized in Exhibit A, and our planned Scope of Services outlined in Exhibit B, our base fee is shown in the following table:

Task	Lump Sum Fee
Subsurface Exploration, Laboratory Testing, Geotechnical Consulting & Reporting for Bridge WL Relocation	\$35,000 ¹
Subsurface Exploration, Laboratory Testing, Geotechnical Consulting & Reporting for Embankment and SH-29 WL Relocation	\$15,200
Dam Stability Analysis and Modeling due to Water Line Maintenance	\$7,800

1. Limited pathway clearing and/or traffic control are anticipated for the bridge relocation area.
2. This base cost does not include traffic control for SH-29 WL Relocation; however, we anticipate that it will most likely be needed. Thus, we recommend that the line item in the following table for Traffic Control be included in the approved budget.

Additional services not part of the base fee include the following:

Additional Services (see Exhibit B)	Lump Sum Fee	Initial for Authorization
Private Utility Locate Service	Not included	
Traffic Control - SH 29 Boring ¹	\$3,000	
Construction Materials Testing Services	\$TBD	
Piezometer Installation and Subsequent Readings ²	\$TBD	
Additional Visits to Check Groundwater (only if requested)	\$400	

1. Traffic control is anticipated for the SH 29 WL relocation area. We recommend that the line item for Traffic Control be included in the approved budget.
2. Please inform Terracon if piezometer installation is desired.

Our Scope of Services does not include services associated drilling outside normal business hours (07:00 AM through 06:00 PM on weekdays), site clearing, wet ground conditions, the use of ATV or track-mounted drilling equipment, tree or shrub clearing, or repair of damage to existing landscape. If such services are desired by the owner/client, we should be notified so we can adjust our Scope of Services.

Additional consultation (such as attendance on a project conference call, engineering analysis, review of project documents, etc.) requested will be performed on a time-and-materials basis.

Proposal for Geotechnical Engineering Services

DB Wood 30-inch-diameter WL Relocations ■ Georgetown, TX

November 18, 2022 ■ Terracon Proposal No. PAC225108 Revision 1



The fee to provide additional consultation services will be in excess of the above provided fee to complete the geotechnical services and will not be incurred without prior approval of the client.

Unless instructed otherwise, we will submit our invoice(s) to the address shown at the beginning of this proposal. If conditions are encountered that require Scope of Services revisions and/or result in higher fees, we will contact you for approval, prior to initiating services. A supplemental proposal stating the modified Scope of Services as well as its effect on our fee will be prepared. We will not proceed without your authorization.

Project Schedule

We developed a schedule to complete the Scope of Services based upon our existing availability and understanding of your project schedule. However, this does not account for delays in field exploration beyond our control, such as weather conditions, permit delays, or lack of permission to access the boring locations. In the event the schedule provided is inconsistent with your needs, please contact us so we may consider alternatives.

GeoReport® Delivery	Total Duration from Notice to Proceed ^{1, 2}
Project Planning	5 days from NTP
Mobilization of Drill Rig	6 to 8 weeks from NTP
Site Characterization (i.e., completion of field sampling and laboratory testing)	9 to 11 weeks from NTP
Geotechnical Engineering Report	13 to 16 weeks from NTP

1. Upon receipt of your notice to proceed we will activate the schedule component of our **GeoReport®** website with specific, anticipated calendar days for the three delivery points noted above as well as other pertinent events such as field exploration crews on-site, etc.
2. We will maintain a current calendar of activities within our **GeoReport®** website. In the event of a need to modify the schedule, the schedule will be updated to maintain a current awareness of our plans for delivery.

EXHIBIT D – SITE LOCATION AND NEARBY GEOTECHNICAL DATA

DB Wood 30-inch-diameter WL Relocations ■ Georgetown, TX

November 18, 2022 ■ Terracon Proposal No. PAC225108 Revision 1

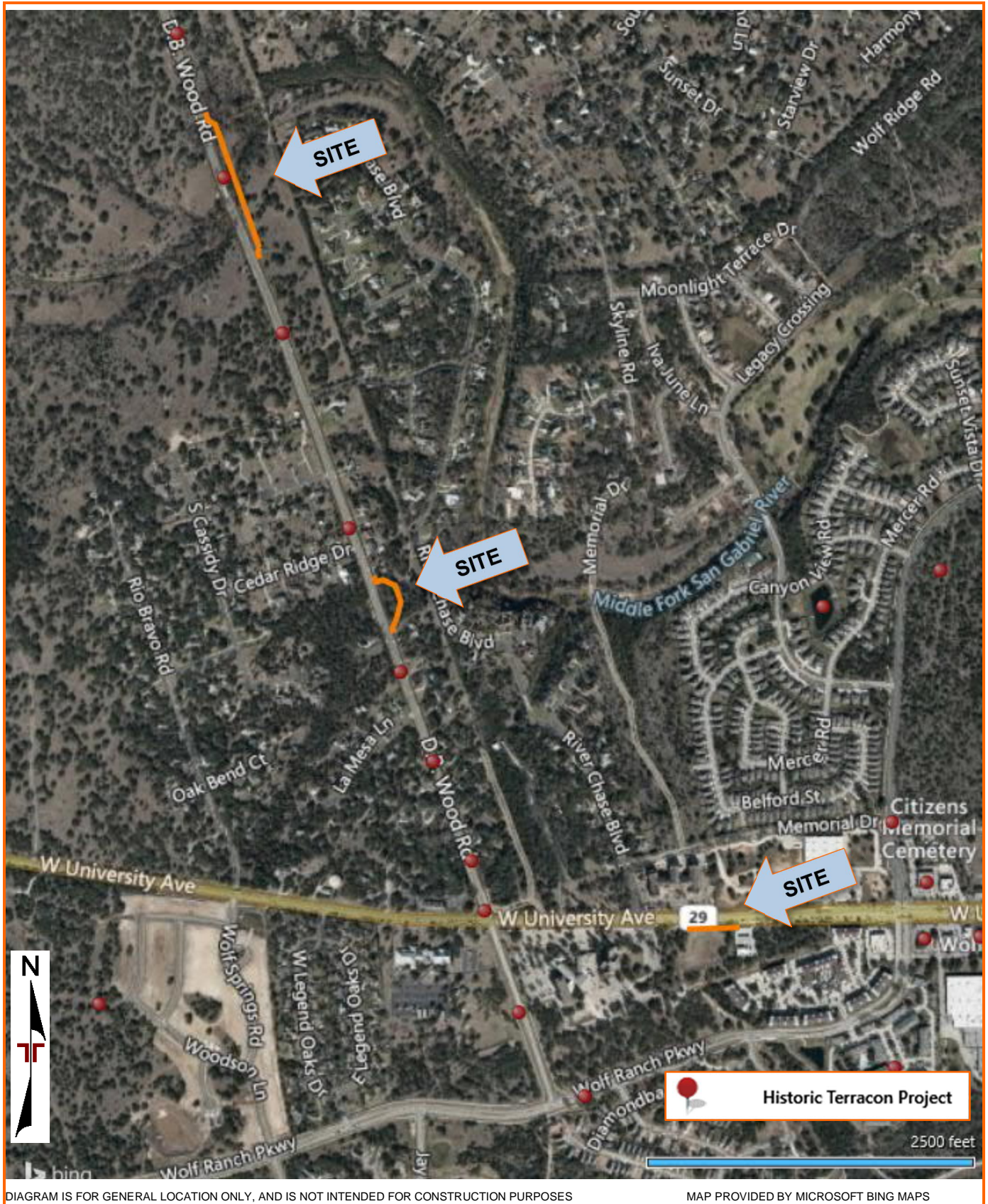


DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

MAP PROVIDED BY MICROSOFT BING MAPS

EXHIBIT E – ANTICIPATED EXPLORATION PLAN

DB Wood 30-inch-diameter WL Relocations ■ Georgetown, TX
November 18, 2022 ■ Terracon Proposal No. PAC225108 Revision 1

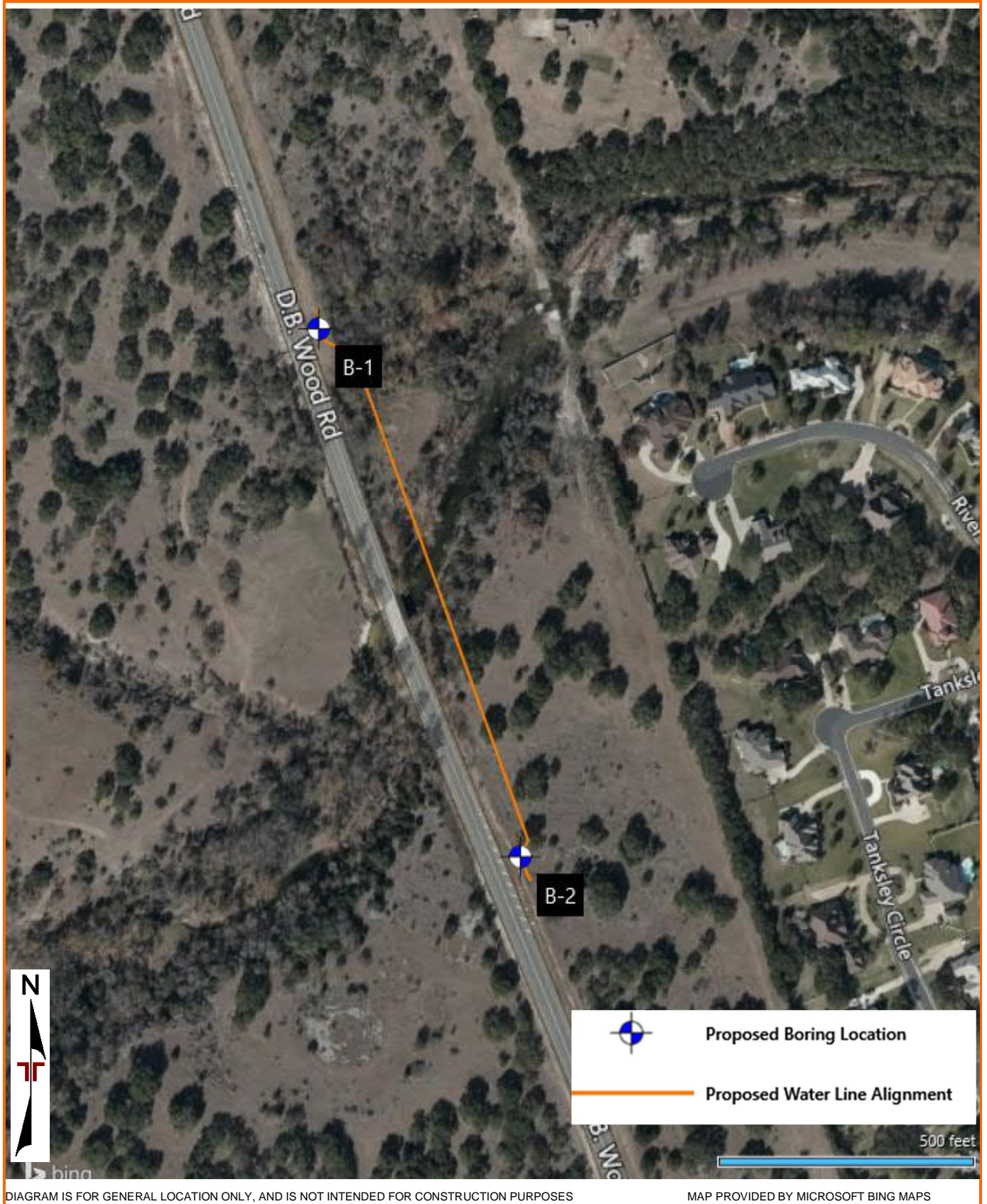


DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

MAP PROVIDED BY MICROSOFT BING MAPS

EXHIBIT E – ANTICIPATED EXPLORATION PLAN

DB Wood 30-inch-diameter WL Relocations ■ Georgetown, TX
November 18, 2022 ■ Terracon Proposal No. PAC225108 Revision 1



DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

MAP PROVIDED BY MICROSOFT BING MAPS



5307 Industrial Oaks Blvd., Ste. 160
 Austin, TX 78735
P (512) 442-1122
F (512) 442-1181
Terracon.com

November 16, 2022

Kimley-Horn & Associates Inc
 10814 Jollyville Road, Avalon IV Suite. 300
 Austin, TX 78759

Attn: Tara Raoof, P.E. (TX)
E: Tara.Raoof@kimley-horn.com

Re: Proposal for Environmental Consulting Services
 D B Wood Road Waterline Relocation
 D B Wood from Highway 29 to Oak Ridge Road
 Georgetown, Williamson County, Texas
Terracon Proposal No. P96227917

Dear Ms. Raoof:

Terracon Consultants, Inc. (Terracon) appreciates the opportunity to submit this proposal to Kimley-Horn & Associates Inc (Client) to conduct a Phase I Environmental Site Assessment (ESA), Geologic Assessment (GA), Waters of the US (Wetlands – WOTUS), Threatened/Endangered Species Assessment (T/E), and Cultural Resources/Archeology (CR) of the above-referenced site. We understand the proposed project consists of the relocation of an existing 30" City of Round Rock raw waterline, as part of roadway improvements planned for D B Wood Road. The relocation will occur at three locations, as delineated on the attached site plan:

- Relocation Site 1: Bridge crossing at the San Gabriel River, along the east side of D B Wood Road (approximately 1,200 linear feet)
- Relocation Site 2: Embankment along east side of D B Wood Road, south of Cedar Ridge Drive and north of La Mesa Lane (approximately 600 linear feet)
- Relocation Site 3: South side of West University Avenue/SH-29, east of D B Wood Road and west of Wolf Ranch Parkway (approximately 450 linear feet)

It is our understanding that this work will be conducted within existing right-of-way.

<p>Scope of Services (see Section 2.0 of attached proposal detail)</p>	<ul style="list-style-type: none"> • Phase I ESA consistent with ASTM E1527-13 – ESA (Chain of Title/Environmental Lien Search is not included in this fee) • Geologic Assessment • Waters of the US/Wetlands Assessment • Threatened/Endangered Species Habitat Assessment • Cultural Resources Assessment
<p>Schedule (see Section 2.4 of attached proposal detail)</p>	<p>15 business days from written notice to proceed for the ESA and GA, please refer to proposal text for other schedules</p>



Compensation	Phase I ESA – \$2,600 (Site 3*) Geologic Assessment – \$5,000 (Sites 1-3) WOTUS and T/E – \$4,800 (Sites 1-3) Cultural Resources – \$4,000 (Sites 1-3) Total if Sites 1-3 are authorized: \$16,400
---------------------	---

* Terracon recently completed a Phase I ESA on an approximate 7,600-linear foot alignment along DB Wood Road, from north of the intersection with Highway 29 to north of the intersection with Oak Ridge Road in Georgetown, Williamson County, Texas that included Sites 1 and 2 described above for the Client.

The terms, conditions, and limitations stated in the Master Services Agreement between Kimley-Horn (dated August 4, 2021) and Terracon, and sections of this proposal incorporated therein, shall constitute the exclusive terms and conditions and services to be performed for this project. This proposal is valid only if authorized within 90 days from the proposal date. If this proposal meets with your approval, work may be initiated upon the mutual execution of an Individual Project Order (IPO) prepared by the Client and the attached User Questionnaire to our Austin office.

We appreciate the opportunity to provide this proposal and look forward to working with you on this project. If you have any questions or comments regarding this proposal or require additional services, please give me a call.

Sincerely,

Terracon Consultants, Inc.

S. Elizabeth Valenzuela, MA
Environmental Planning Group Manager

Rhonda L. Alford
Environmental Department Manager

Attachments: ASTM E1527-13 User Questionnaire
Detailed Scope of Services
Site Plan of Proposed Project Area



Client/User Required Questionnaire

Person Completing Questionnaire	Name: Company:	Phone: Email:
Site Name	DB Wood Road Waterline Relocation	
Site Address	DB Wood Road from Highway 29 to Oak Ridge Road, Georgetown, TX	
Point of Contact for Access	Name: Company:	Phone: Email:
Access Restrictions or Special Site Requirements?	___No ___Yes (If yes, please explain)	
Confidentiality Requirements?	___No ___Yes (If yes, please explain)	
Current Site Owner	Name: Company:	Phone: Email:
Current Site Operator	Name: Company:	Phone: Email:
Reasons for ESA (e.g., financing, acquisition, lease, etc.)		
Anticipated Future Site Use		
Relevant Documents?	Please provide Terracon copies of prior Phase I or II ESAs, Asbestos Surveys, Environmental Permits or Audit documents, Underground Storage Tank documents, Geotechnical Investigations, Site Surveys, Diagrams or Maps, or other relevant reports or documents.	
ASTM User Questionnaire		
<p>In order to qualify for one of the Landowner Liability Protections (LLPs) offered by the Small Business Relief and Brownfields Revitalization Act of 2001 (the "Brownfields Amendments"), the user must respond to the following questions. Failure to provide this information to the environmental professional may result in significant data gaps, which may limit our ability to identify recognized environmental conditions resulting in a determination that "all appropriate inquiry" is not complete. This form represents a type of interview and as such, the user has an obligation to answer all questions in good faith, to the extent of their actual knowledge.</p>		
<p>1) Did a search of recorded land title records (or judicial records where appropriate) identify any environmental liens filed or recorded against the property under federal, tribal, state, or local law (40 CFR 312.25)? ___No ___Yes (If yes, explain below and send Terracon a copy of the title records or judicial records reviewed.)</p>		
<p>2) Did a search of recorded land title records (or judicial records where appropriate) identify any activity and use limitations (AULs), such as engineering controls, land use restrictions, or institutional controls that are in place at the property and/or have been filed or recorded against the property under federal, tribal, state, or local law (40 CFR 312.26)? ___No ___Yes (If yes, explain below and send Terracon a copy of the title records or judicial records reviewed.)</p>		
<p>3) Do you have any specialized knowledge or experience related to the site or nearby properties? For example, are you involved in the same line of business as the current or former occupants of the site or an adjoining property so that you would have specialized knowledge of the chemicals and processes used by this type of business (40 CFR 312-28)? ___No ___Yes (If yes, explain below)</p>		
<p>4) Do you have actual knowledge of a lower purchase price because contamination is known or believed to be present at the site (40 CFR 312.29)? ___No ___Yes ___Not applicable (If yes or Not applicable, explain below)</p>		
<p>5) Are you aware of commonly known or reasonably ascertainable information about the site that would help the environmental professional to identify conditions indicative of releases or threatened releases (40 CFR 312.30)? ___No ___Yes (If yes, explain below)</p>		
<p>6) Based on your knowledge and experience related to the site, are there any obvious indicators that point to the presence or likely presence of contamination at the site (40 CFR 312.31)? ___No ___Yes (If yes, explain below)</p>		
<u>Comments or explanations:</u>		

Please return this form with the signed authorization to proceed.

Proposal No. P96227917

DETAILED SCOPE OF SERVICES

A. PROJECT INFORMATION

We understand the proposed project consists of the relocation of an existing 30" City of Round Rock raw waterline, as part of roadway improvements planned for D B Wood Road. The relocation will occur at three locations, as delineated on the attached site plan:

- Relocation Site 1: Bridge crossing at the San Gabriel River, along the east side of D B Wood Road (approximately 1,200 linear feet)
- Relocation Site 2: Embankment along east side of D B Wood Road, south of Cedar Ridge Drive and north of La Mesa Lane (approximately 600 linear feet)
- Relocation Site 3: South side of West University Avenue/SH-29, east of D B Wood Road and west of Wolf Ranch Parkway (approximately 450 linear feet)

It is our understanding that this work will be conducted within existing right-of-way. If this is not accurate, or if you have additional useful information, please inform us as soon as possible.

B. SCOPE OF SERVICES

The proposed environmental services consist of the following four tasks to achieve environmental clearance for the project from the City of Round Rock. If additional environmental services are needed for compliance with municipal, county, or state-level requirements, a Supplemental Agreement for Services will be provided.

B.1 Environmental Technical Studies and Reports

Task 1: Base Phase I ESA Services

The ESA will be performed consistent with the procedures included in ASTM E1527-13, Standard Practice for Environmental Site Assessments: Phase I Environmental Assessment Process. The purpose of this ESA is to assist the Client in developing information to identify recognized environmental conditions (RECs - as defined below) in connection with the site as reflected by the scope of this proposal. The potential for vapor migration will be addressed as part of a Phase I ESA and will be considered by Terracon in evaluation of RECs associated with the site. If modifications to the scope of services are required, please contact us to discuss proposal revisions.

REC Definition

Recognized environmental conditions are defined by ASTM E1527-13 as "the presence or likely presence of any hazardous substances or petroleum products in, on, or at a property: 1) due to any release to the environment, 2) under conditions indicative of a release to the environment, or 3) under conditions that pose a material threat of a future release to the environment. De minimis conditions are not recognized environmental conditions."

Physical Setting

The physical setting for the site will be described based on a review of the applicable USGS topographic quadrangle map, USDA soil survey, and selected geologic reference information.



Historical Use Information

A review of selected historical sources, where reasonably ascertainable and readily available, will be conducted in an attempt to document obvious past land use of the site and adjoining properties back to 1940 or when the site was initially developed, whichever is earlier. The following selected references, depending on applicability and likely usefulness, will be reviewed for the site.

- Historical topographic maps
- Aerial photographs (approximate 10 to 15-year intervals)
- City directories (approximate 5-year intervals)
- Fire (Sanborn) insurance maps
- Property tax file information
- Building department records
- Zoning records
- Prior environmental reports, permits and registrations; or geotechnical report, if provided by the Client.
- Site title search information, if provided by Client
- Environmental liens, if provided by Client

Pursuant to ASTM E1527-13, the Client should engage a title company or title professional to undertake a review of reasonably ascertainable recorded land title records (or judicial records where appropriate) for environmental liens and activity and use limitations currently recorded against or relating to the site. If the Client is unable to provide land title records (or judicial records where appropriate), an abstract firm may be contracted by Terracon to perform a review of land title records (or judicial records where appropriate) for an additional fee. Documentation of environmental liens and activity and use limitations, if recorded, will be provided in the land title records (or judicial records where appropriate). Note, however, unless specifically requested within three days of project commencement, Terracon will rely on the Client to provide land title records (or judicial records where appropriate). **If land title records (or judicial records where appropriate) are not provided for review in a timely manner, Terracon may conclude that the absence of records represents a data gap, which must be evaluated and documented in the final report.**

The Client and the current owner or their representative will be interviewed to provide information regarding past uses of the site and information pertaining to the use of hazardous substances and petroleum products on the site. Additionally, a reasonable attempt will be made to interview past owners, operators, and occupants of the site to the extent that they are identified within the scope of the ESA and are likely to have material information that is not duplicative of information already obtained through the assessment process.

Regulatory Records Review

Consistent with ASTM E1527-13, federal, state, and tribal databases, where applicable and within ASTM-defined minimum search distances from the nearest property boundary, will be reviewed for indications of RECs. A database firm will be subcontracted to access governmental records used in this portion of the assessment. Additional federal, state, and local databases may be reviewed if provided by the database firm. Determining the location of unmapped facilities is beyond the scope of this assessment.

In addition to the database review and if customary practice for the site location, an attempt will be made to review reasonably ascertainable and useful local lists or records such as Brownfield sites, landfill/solid waste disposal sites, registered storage tanks, land records, emergency release reports, and contaminated public wells. A reasonable attempt will also be made to interview at least one staff member of any one of the following types of local government agencies: fire department, health

agency, planning department, building department, or environmental department. As an alternative, a written request for information may be submitted to the local agencies.

The scope of work proposed herein includes **up to two hours of regulatory agency file and/or records review, including Client-provided reports and files.** If the results of this initial review appear to warrant a more extensive review of applicable regulatory agency files and/or records, a cost estimate will be provided to the Client for pre-approval. Review of regulatory files and/or records, when authorized, will be for the purpose of identifying RECs. Please note that all requested files may not be available from regulatory agencies within the Client's requested project schedule.

Site and Adjoining/Surrounding Property Reconnaissance

A site reconnaissance will be conducted to identify RECs. The reconnaissance will consist of visual observations of the site from the site boundaries and selected interior portions of the site. The site reconnaissance will include, where applicable, an interview with site personnel who the Client has identified as having knowledge of the uses and physical characteristics of the site. Pertinent observations from the site reconnaissance will be documented including:

- Site description
- General site operations
- Aboveground chemical or waste storage
- Visible underground chemical or waste storage, drainage, or collection systems
- Electrical transformers
- Obvious releases of hazardous substances or petroleum products

The adjoining property reconnaissance will consist of visual observations of the adjoining/surrounding properties from the site boundaries and accessible public rights-of-way.

Report Preparation

A PDF-formatted copy of the final report will be submitted that presents the results of this assessment, based upon the scope of services and limitations described herein. The final report will be signed by an environmental professional responsible for the Phase I ESA, and the report will contain an environmental professional statement as required by 40 CFR 312.21(d). Recommendations will be developed as part of the Phase I ESA scope of services. Prior to final report issuance, the Client may request paper copies at a charge of \$75.00 per report copy.

Task 2: Geologic Assessment

According to the Texas Commission on Environmental Quality (TCEQ) Edwards Aquifer Map Viewer, the site is located over the Recharge Zone of the Edwards Aquifer. A Geologic Assessment (GA) is required by the Texas Commission on Environmental Quality for all site development activities over the Recharge Zone of the Edwards Aquifer. A GA is also required for any installation of above-ground or underground storage tank facilities within the Recharge Zone or the Transition Zone of the Edwards Aquifer. The purpose of the GA is to identify and characterize any significant geologic or manmade features, as defined in 30 TAC §213, present within the study area. These features include closed depressions, sinkholes, caves, faults, fractures, wells, borings, and excavations. Particular attention will be paid to any sensitive features, which are defined as features where rapid infiltration from the surface to the Edwards Aquifer can occur. Each feature observed will be numbered, described and measured, plotted on a site map, and tabulated. Terracon will also evaluate the site for the potential presence of springs or streams in accordance with the City of Georgetown Ordinance 2013-59.



The GA report will include the completed Geologic Assessment Table; the completed Geologic Assessment Form; a brief narrative description of any identified features and site-specific geology; and a site geologic map identifying the location of all identified features. The site geologic map will be at the same scale as the base map included in the Water Pollution Abatement Plan (WPAP), being prepared by others. A base map of the site, including current tree and topographic survey information, at the same scale used in the WPAP must be provided to Terracon prior to initiation of our field investigation. The cost estimate does not include any hand excavation of potential karst features. Hand excavation to confirm the status of a karst feature will be billed on a time and materials basis.

Task 3: Natural Resources Services

Task 3a: Preliminary WOTUS Determination/Delineation and Consultation

This task is presented in order to assist Client in complying with Section 404 of the Clean Water Act (CWA) and/or Section 10 of the Rivers and Harbors Act (RHA) during future construction activities onsite. To accomplish this task, Terracon will perform subtasks which include a desktop review, a site visit, and report preparation as described below.

Desktop Review

Prior to visiting the site, background research will be conducted and will consist of locating and reviewing pertinent maps, aerial photographs, historic topographic maps, soil surveys, plant species data, U.S. Fish and Wildlife Service (USFWS) National Wetlands Inventory (NWI) maps, Federal Emergency Management Agency (FEMA) Flood Insurance Rate Maps (FIRM), and other related data necessary for a desktop review of site conditions. This desktop review will assist Terracon in preliminarily identifying suspect aquatic resources on the site. Terracon will review topographic maps, aerial photographs, and floodplain maps to make a preliminary determination based on Terracon's opinions and experiences of the areas that could potentially be categorized as jurisdictional WOTUS and those that may not be jurisdictional. Appropriate sections of the digital topographic maps, aerial photographs, and floodplain maps, and proposed project boundaries will be projected and converted to the appropriate Geographic Information System (GIS) format that is required for the fieldwork, mapping, and report preparation.

Site Visit

A site visit will be performed to evaluate the existence and approximate locations of suspect WOTUS, including wetlands on the site following the USACE 1987 Manual and the applicable USACE regional supplement. Terracon will identify potential WOTUS, including traditional navigable waters, relatively permanent waters, non-relatively permanent waters, and wetlands that are abutting, adjacent to, or isolated from these waters. The site visit will include completion of USACE wetland determination data forms with plant identification, notation of hydrologic indicators, and excavation of shallow soil profiles, as appropriate within each different vegetative community spread throughout the Project. Potentially jurisdictional waterbodies will be identified by delineating ordinary high-water marks and then mapped using a GPS with sub-meter accuracy and the procedures required by the USACE. Following the site visit, exhibits showing the boundaries (polygons) and acreage and/or linear footage (if applicable) of all aquatic resources identified onsite during the site visit will be prepared. Terracon will provide a professional opinion regarding the likelihood for the identified aquatic resources to be considered jurisdictional and regulated by the USACE.

Report Preparation

A report will be prepared for the project documenting the results of the Preliminary WOTUS Determination/Delineation performed onsite. Terracon's comprehensive reports typically address the applicable framework, describe the assessment methodology, limitations and findings, and provide site-specific conclusions and recommendations as appropriate. The Preliminary WOTUS Delineation report will include the following information, as applicable:

- Brief description of the project, methods/sampling procedures, and results as required by the USACE;
- A preliminary determination and description of the potentially jurisdictional WOTUS and potentially non-jurisdictional aquatic resources identified in the Project;
- Acreage of the project area evaluated with boundaries indicated;
- Location of each observation point/data point/soil sample station;
- Wetland Determination Data Forms completed in accordance with USACE guidelines for each observation point/data point/soil sample station;
- Acreage and linear footage (if applicable) of each aquatic resource onsite and total potentially jurisdictional areas (suspect WOTUS) and potentially non-jurisdictional aquatic resources including polygons of aquatic resources (mapped by GPS) shown on exhibits;
- Historical information (including topographic quadrangle maps, historic aerial photographs, FEMA maps, NWI maps, and soil surveys) to document the potential limits of USACE jurisdiction for the identified aquatic resources (if applicable); and
- Professional opinions regarding the potential jurisdictional status of the identified aquatic resources with supporting documentation and rationale.

Deliverables

Terracon will provide an electronic copy of the final report to Client. The Preliminary WOTUS Delineation report will be prepared in a manner to be easily attached and serve as a supplement to additional documentation which would be submitted to the USACE for review, concurrence, and authorization if necessary. In addition to the above referenced documentation, this task will cover additional consulting tasks to include:

- Meetings with Client and City to discuss project schedule, avoidance and minimization measures, plan reviews, and construction site operations as they may pertain to environmental constraints
- Technical review of engineering plans (as it pertains to environmental permitting constraints), preparation of figures, impact calculations, and environmental database management
- Preparation of supplemental documentation to support permitting efforts as design modifications are made

Task-Specific Limitations

Wetlands are naturally evolved and evolving systems. The scope of the Preliminary WOTUS Determination/Delineation as proposed herein, effects of man-made disturbances and/or temporal variations (e.g. rainfall, season, drought), and or subjective interpretation of data may preclude assessment in conformance with USACE requirements and significantly affect findings, conclusions and recommendations.

Task 3b: Threatened and Endangered Species Assessment

It is anticipated that the project may require compliance with General Condition 18 of the 2017 Nationwide Permit Program (NWP). If the project will impact jurisdictional features on the site (inventoried as part of Task 3a), a NWP will be required. As part of the program, a NWP will not be issued if project activities are, “likely to directly or indirectly jeopardize the continued existence of a threatened or endangered species or a species proposed for such designation, as identified under the Federal Endangered Species Act (ESA), or which will directly or indirectly destroy or adversely modify the critical habitat of such species.”

To provide the information necessary to make a determination of effect, and demonstrate compliance with General Condition 18, Terracon proposes to conduct a Desktop Review of listed species for the project area. This will include a review of the U.S. Fish and Wildlife Service (USFWS) Information for Planning and Consultation (IPaC) report for the project area, a review of the USFWS critical habitat database, a review of the Texas Parks and Wildlife (TPWD) Natural Diversity Database, and a review of potentially suitable habitat utilizing the TPWD Ecological Mapping System of Texas (EMST) landcover database and aerial imagery. Additionally, information regarding landcover and dominant plant communities (collected during the wetland delineation) will be reviewed during the assessment of potentially suitable habitat and determination of effect.

Deliverables

A Threatened and Endangered Species Assessment Report for the site will be prepared including photographs, aerial imagery, Geographic Information System (GIS) mapping, and a description of the field observations with conclusions and recommendations. This report will also include information regarding compliance with the Migratory Bird Treaty Act (MBTA) and Bald and Golden Eagle Protection Act (BGEPA) as well as summarize the likelihood of affecting locally known Threatened or Endangered bird, karst or salamander species. Terracon will provide an electronic copy of the final report to Client.

Task-Specific Limitations

Readily available resources do not typically include comprehensive records of documented sightings as such information is generally not made available to the public. No determination can wholly eliminate uncertainty regarding project effects on listed species. The determinations, findings, and conclusions provided in this task should not be considered authoritative. The limited scope of this task may not allow a conclusive determination to be made. In such cases, additional assessment may be recommended. This task does not include formal presence-absence surveys which may be requested upon agency submittal.

Task 4: Cultural Resources Services

Cultural Resources comprise both historic structures and archaeological materials. Therefore, cultural resources can vary a great deal and may include such diverse items as buried artifacts of previous cultures and historic buildings or objects. In Texas, cultural resources are protected under the federal National Historic Preservation Act (NHPA) of 1966, as amended and the state Antiquities Code of Texas (ACT). The Texas Historical Commission (THC) is responsible for enforcing cultural resource compliance in Texas.

Under the Antiquities Code of Texas, projects that are undertaken by a “political subdivision” require THC coordination if the project affects a cumulative area larger than five acres or disturbs a cumulative area of more than 5,000 cubic yards, whichever measure is triggered first, or if the project is inside a designated historic district or recorded archeological site. A “political subdivision” is defined as a local governmental entity created and operating under the laws of this state, including a city,

county, school district, or special district created under Article III, Section 52(b)(1) or (2), or Article XVI, Section 59, of the Texas Constitution. Projects undertaken by State agencies or public universities are not limited by size and require THC coordination prior to any ground disturbances. The professional archeologist conducting the survey is required to receive a permit before any archeological field investigations may proceed.

It is our understanding that no federal monies or permitting, such as a NWP, will be part of this project. If this information is not accurate, please inform the undersigned as soon as possible so that a revised scope, schedule, and/or budget may be determined, as needed.

Agency Coordination with Texas Historical Commission

A Terracon cultural resources specialist will perform a desktop analysis of the subject area with emphasis on the restricted Archeological Sites Atlas database (Atlas) maintained by the THC and the Texas Archeological Research Laboratory (TARL). The effort will identify previously recorded archeological and historical resources, as well as previous cultural resource investigations, within a 0.5-mile radius of the subject area. Mapped soil types within the subject area will be examined. Soil types can be an indicator of probability of archaeological resources. Additionally, available historical maps will be reviewed for potential historic structures or objects, as well as to evaluate potential disturbances or landscape changes over time on a parcel. This task does not include a formal archaeological survey, which would require a permit. Based on the results of the desktop analysis, a short letter report will be produced to coordinate with the THC. The letter will include Terracon's professional opinion on whether a survey is warranted. The deliverable will be the short letter report presented to the Client for review prior to coordination. If Relocation Sites 1–3 are authorized together, one letter will be submitted to the THC for review and coordination. If Relocation Site 1 is authorized separately from Relocation Sites 2–3, a separate coordination letter will be drafted. Refer to *Section C – Compensation* for the summary of the fee implications of each option.

General Limitations for Task

The cultural resource services described above assume no fieldwork will be performed. This scope of work does not include monitoring, survey, testing, or data recovery levels of effort, and should such efforts be required by regulatory agencies, a separate proposal would be prepared by Terracon at the Client's request. This scope of work also does not include historic studies, records search, or archival work. No warranties, express or implied, are intended or made.

B.2 Additional Services Not Included

The following services, although not specifically required by ASTM E1527-13, may also be performed concurrently with ESAs and may be beneficial for the evaluation of environmental conditions and/or an evaluation of specific business environmental risks at the site. At your direction, these services have not been included as part of the scope of services for this ESA. Please note that this list is not all-inclusive. If you seek additional services, please contact us for a supplemental proposal and cost estimate.

- Radon Records Review
- ASTM E 2600-15 Vapor Encroachment Screen
- Regulatory Agency File Review

Terracon can also provide proposals for geotechnical investigations (proposal prepared under separate cover), geologic hazards (like growth faulting), construction materials testing, construction draw reviews and scope and budget review services.

B.3 Scope and Report Limitations

Site Access and Safety

Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, including following applicable state and local COVID related requirements, but shall not be responsible for the supervision or health and safety precautions for any third parties, including Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to the coronavirus. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes. Client acknowledges its responsibility for notifying Consultant of any circumstances that present a risk of exposure to the coronavirus or individuals who have tested positive for COVID-19 or are self-quarantining due to exhibiting symptoms associated with the coronavirus.

Report Limitations

he findings and conclusions presented in the final report will be based on the site's current utilization, the anticipated future use of the site, if provided to Terracon, and the information collected as discussed in this proposal. Please note that we do not warrant database or third-party information (such as from interviewees) or regulatory agency information used in the compilation of reports.

Phase I ESAs, such as the one proposed for this site, are of limited scope, are noninvasive, and cannot eliminate the potential that hazardous, toxic, or petroleum substances are present or have been released at the site beyond what is identified by the limited scope of this ESA. In conducting the limited scope of services described herein, certain sources of information and public records will not be reviewed. It should be recognized that environmental concerns may be documented in public records that are not reviewed. This ESA does not include subsurface or other invasive assessments, vapor intrusion assessments or indoor air quality assessments (i.e. evaluation of the presence of vapors within a building structure), business environmental risk evaluations, or other services not particularly identified and discussed herein. No ESA can wholly eliminate uncertainty regarding the potential for RECs. The limitations herein must be considered when the user of this report formulates opinions as to risks associated with the site. No warranties, express or implied, are intended or made.

An evaluation of significant data gaps will be based on the information available at the time of report issuance, and an evaluation of information received after the report issuance date may result in an alteration of our opinions and conclusions. We have no obligation to provide information obtained or discovered by us after the date of the report, or to perform any additional services, regardless of whether the information would affect any conclusions, recommendations, or opinions in the report. This disclaimer specifically applies to any information that has not been provided by the Client.

Other services or tasks not included in this scope of services are listed below. If requested or needed to complete environmental clearance of the project by the City of Round Rock, a Supplemental Agreement for Services will be prepared.

- Historic Resources Survey or Archival Research
- Hiring an abstract company for title search related to Phase I ESA
- Prepare a Section 404 USACE regional or individual permit and/or mitigation planning
- Section 4(f)/6(f) analysis



- Preparing final conditions Letter of Map Revision for FEMA (to be completed by Client)
- Preparing mitigations plans associated with Williamson County Regional Habitat Conservation Plan
- Taxonomy and/or genetic sequencing of specimens collected during presence/absence surveys
- Preparing Mitigation Plans
- USFWS Section 7 Consultation
- Preparing Biological Opinions
- Springs Study along Middle Fork San Gabriel River
- Application to Williamson County Regional Habitat Conservation Plan
- NWP 14 Application and USACE Coordination
- Cave Survey for Endangered Karst Invertebrates
- Salamander Survey
- Golden Cheek Warbler Survey

C. COMPENSATION

The lump sum fees are presented below and will be invoiced per the MSA agreement conditions or monthly.

Task	Fee	Authorized?
Base Phase I Environmental Services (Site 3)	\$2,600	<input type="checkbox"/> Yes <input type="checkbox"/> No
Geologic Assessment (Site 1)	\$2,500	<input type="checkbox"/> Yes <input type="checkbox"/> No
Geologic Assessment (Sites 2 and 3)	\$2,500	<input type="checkbox"/> Yes <input type="checkbox"/> No
Preliminary WOTUS Determination and Threatened and Endangered Species Assessment (Site 1)	\$1,200	<input type="checkbox"/> Yes <input type="checkbox"/> No
Preliminary WOTUS Determination and Threatened and Endangered Species Assessment (Sites 2 and 3)	\$3,600	<input type="checkbox"/> Yes <input type="checkbox"/> No
Cultural Resources (Site 1)	\$500 if Sites 2 & 3 authorized \$2,000 if Sites 2 & 3 are not authorized	<input type="checkbox"/> Yes <input type="checkbox"/> No
Cultural Resources (Sites 2 and 3)	\$2,000	<input type="checkbox"/> Yes <input type="checkbox"/> No

The fees are valid for 90 days from the date of this proposal and is based on the assumption that all field services will be performed under safety Level D personal protective procedures and that only one site visit will be made by Terracon personnel. The lump sum fee is based on the assumptions and conditions provided at the time of this proposal.

D. RELIANCE

Technical studies and reports will be prepared for the exclusive use and reliance of Kimley-Horn & Associates Inc., the City of Round Rock, and the City of Georgetown. Reliance by any other party is prohibited without the written authorization of the Client and Terracon.

If the Client is aware of additional parties that will require reliance on the technical studies and reports, the names, addresses, and relationship of these parties should be provided for Terracon approval prior to the time of authorization to proceed. Terracon may grant reliance on the technical studies and reports to those approved parties upon receipt of a fully executed Reliance Agreement (available upon request) and receipt of information requested in the Reliance Agreement. If, in the future, the Client and Terracon consent to reliance on the technical studies and reports by a third party, Terracon may grant reliance upon receipt of a fully executed Reliance Agreement, requested information and receipt of an additional minimum fee of \$400.00 per relying party.

Reliance on Terracon technical studies and reports by the Client and all authorized parties will be subject to the terms, conditions, and limitations stated in the Master Service Agreement, sections of this proposal incorporated therein, the Reliance Agreement, and reports. The limitation of liability defined in the Master Service Agreement is the aggregate limit of Terracon's liability to the Client and all relying parties.

Continued viability of the report is subject to ASTM E1527-13 Sections 4.6 and 4.8. If the technical studies and reports will be used by a different user (third party) than the user for whom the technical studies and reports were originally prepared, the third party must also satisfy the user's responsibilities in Section 6 of ASTM E1527-13.

E. SCHEDULE

Task 1: Phase I ESA

Services will be initiated upon receipt of the written notice to proceed. The final report for the Phase I ESA will be submitted within 15 business days after receipt of your written notice to proceed, assuming site access can be obtained within five days after the notice to proceed.

In order to comply with the proposed schedule, please provide the following items at the time of notification to proceed.

- The completed ASTM E1527-13 User Questionnaire, supplied as an attachment to this proposal.
- Right of entry to conduct the assessment, including access to building interiors.
- Notification of any restrictions or special requirements (such as confidentiality, scheduling, or on-site safety requirements) regarding accessing the site.
- An accurate legal description and/or a diagram of the site such as a surveyor's plat map or scaled architect's drawing (if such diagrams exist).
- Current site owner, property manager, occupant information (including tenant list), and contact information for persons knowledgeable about the site history including current and historical use of hazardous substances and petroleum products on site (e.g., names, phone numbers, etc.).
- Copies of environmental reports, permits and registrations, and geotechnical reports that were previously prepared for the site.



- Information relating to known or suspect environmental conditions at the site, including commonly known or reasonable ascertainable information within the local community about the site that is material to RECs in connection with the site.
- Information about environmental liens and activity and use limitations for the site, if any.
- Specialized knowledge or experience that is material to RECs in connection with the site, if any.
- Knowledge that the purchase price of the site is significantly less than the purchase price of comparable properties.
- Land title records.

Please note that requested regulatory files or other information may not be provided to Terracon by the issuance date of the report. Consideration of information not received by the issuance date of the report is beyond the scope of this ESA.

Task 2: Geologic Assessment

Services will be initiated upon receipt of the written notice to proceed (NTP). These tasks are heavily dependent on provision of plans from Client and coordination meetings with City of Round Rock. The Geologic Assessment will be completed within 15 Business days following NTP and receipt of plans showing extents of disturbed areas in project area.

Task 3: Natural Resources Services

Services will be initiated upon receipt of the NTP. These tasks are heavily dependent on provision of plans from Client and coordination meetings with City of Round Rock. The following schedule will initiate at the receipt of the above referenced documentation and written notice-to-proceed from Client.

- Preliminary WOTUS Determination/Delineation and Consultation, 30 Business days following NTP and receipt of plans showing extents of disturbed areas in project area
- Threatened and Endangered Species Assessment, 15 business days following receipt of plans and written NTP

Task 4: Cultural Resources Services

Services will be initiated upon receipt of the written NTP. A draft of the coordination letter will be submitted to the Client within 15 business days after receipt of the NTP. Once Client comments have been addressed, the draft coordination letter report will be submitted to the THC for their review and concurrence. The THC has 30 days in which to review and respond to the letter report. It is important to note that the THC will have final determination on whether a survey is necessary or not. If a survey is required by the THC, a Supplemental Agreement for Services will be prepared to conduct additional work necessary to achieve environmental clearance for the project.

F. AUTHORIZATION

The proposed Scope of Services will be conducted under the Terms and Conditions of the Master Services Agreement (MSA) between Kimley-Horn (dated August 4, 2021) and Terracon, and will commence upon the mutual execution of an Individual Project Order (IPO) prepared by the Client. Please coordinate the IPO with either Beth Valenzuela by email at Beth.Valenzuela@terracon.com or Rhonda Alford at Rhonda.Alford@terracon.com. Services will be initiated upon a mutually signed IPO.



We look forward to working with you on this project. If you have any questions or require additional information, please feel free to contact Beth Valenzuela at 512/358-9933.

Sincerely,

Terracon Consultants, Inc.

A handwritten signature in black ink that reads 'S. Elizabeth Valenzuela'.

S. Elizabeth Valenzuela, MA
Environmental Planning Group Manager

A handwritten signature in black ink that reads 'Rhonda L. Alford'.

Rhonda L. Alford
Environmental Department Manager

November 29,2022

Ms. Tara Raof
Kimley Horn
10814 Jollyville Road,
Campus IV,
Suite 200
Austin, TX 78759

**Subject: Proposal for Engineering Services for DB Wood Roadway Improvements,
Trenchless Feasibility Assessment (Schnabel Reference 22650026.00P)**

Dear Ms. Raof:

SCHNABEL ENGINEERING, LLC is pleased to submit this proposal to provide engineering services for the trenchless feasibility assessment for the D B Wood Roadway Improvements in Georgetown, Texas. Our proposal is in response to our in-person discussion dated November 18,2022, an email from you on November 21, 2022, and a video conference with your project team on November 28,2022.

PROJECT DESCRIPTION

Our understanding is that the city of Round Rock, Texas is making roadway improvements to D B Wood Road, which includes the relocation of a waterline. As part of the relocation, the waterline will pass below a San Gabriel River tributary and a bridge; therefore, trenchless installation is proposed along this alignment. Based on the plan and profile provided to us, the proposed pipe is 32-inch fusible PVC pipe. The trenchless alignment is approximately 1,200 LF.

SCOPE OF SERVICES

Our proposed scope of services for this trenchless feasibility evaluation includes:

Task 1 Trenchless Feasibility Assessment

- Review available geologic and geotechnical information provided by the client in the project area.
- Review of available site conditions regarding potential impact of trenchless installation. This will include consideration for existing structures, bridge foundations, and utilities.
- Perform one site visit during the design phase.

- Assess the feasibility of the trenchless installation, specifically the use of horizontal directional drilling (HDD) for the pipe installation under the San Gabriel River tributary. This will include assessment of geotechnical conditions relative to the proposed installation method and preliminary assessment of pipe profile geometry (depth, bend radii, etc.), frac-out potential, pull loads and stresses, and evaluation of location and size of staging areas.
- Recommendations related to the design of the trenchless crossing based on the results of the feasibility assessment.
- The feasibility assessment and design recommendations will be documented in a trenchless feasibility technical memorandum (TM).
- Review drawings related to the trenchless installation and provide drawing mark-ups related to the trenchless recommendations.
- Participate in team coordination and review calls at the start of the project and after submittal of the TM.
- Review and address comments to the TM.

Task 2 Specifications

- Prepare one trenchless installation specification for the recommended trenchless method.
- Review and address comments to the trenchless installation specification.

Task 3 Geotechnical Baseline Report (GBR)

- A GBR will be prepared for the trenchless installation. The GBR will be prepared in general accordance with *ASCE's Geotechnical Baseline Reports for Construction: Suggested Guidelines* and/or other industry accepted practice
- Summary of subsurface conditions and baseline geotechnical parameters. Interpreted subsurface profiles will be incorporated into the GBR.
- Other construction baselines and considerations as appropriate.
- The GBR will be a contract document and will have to be conformed with the drawings and specifications.
- Attendance at two virtual meetings with Kimley-Horn to discuss our subsurface data, laboratory testing results, project risks, and our recommendations.

Task 4 Bid and Construction Phase Services

- Review and provide responses to RFIs submitted by the contractor during bid and construction.
- Review and provide responses to submittals related to trenchless construction.
- Two site visits during construction.

ASSUMPTIONS AND EXCLUSIONS

- Available site information will be provided by the project team. Available online aerial imagery will be reviewed by Schnabel, but more detailed information, such as site contours, information regarding existing structures (type, construction, condition, etc.), existing infrastructure including utility or stormwater infrastructure, bridge foundation, and other existing structures or infrastructures, and other site constraints such as right-of-way, flood plains, wetlands, etc. will be provided by the project team.

Kimley Horn
B D Wood Roadway Improvements

- No subsurface investigation is included as part of this proposal. A separate proposal from Schnabel will be provided to address the subsurface investigation and geotechnical data report for this project.
- The trenchless feasibility TM will address the trenchless crossing of the San Gabriel River tributary only. Other trenchless crossings or open cut pipeline sections will not be addressed.
- Calculations and analyses performed for the trenchless feasibility TM are considered preliminary for the purposes of assessing/verifying design feasibility. The final assessment and design of the installation (i.e. final profile, frac-out potential, pull back forces, etc.) is the ultimately the responsibility of the contractor as these are influenced by the contractor’s means and methods. Requirements for the final assessments will be included in the TM recommendations and specification requirements.
- One round of review comments by Kimley-Horn will be incorporated into the trenchless feasibility TM, specifications and GBR, including a conference call for review for each deliverable.
- One specification is included for trenchless installation. No additional specifications are included.
- No cost or schedule estimation is included.
- No scope is included for bid evaluations.
- One site visit is included during design and two site visits are included during construction phase services. Additional site visits can be added for \$1,500 per site visit. A site visit is considered four to eight hours at the project site.
- For bid and construction phase services, we are assuming that we will receive and respond to four RFIs.
- For construction phase services, we are assuming that we will respond to up to four submittals, including one round of revisions per submittal.
- All design and review meetings will be virtual or remote.
- No contract drawings will be developed. The report may include figures for illustration purposes.
- No environmental studies or permitting studies are included. This also excludes any considerations of the recharge area of the Edwards Aquifer.
- Third party coordination or approvals are not included.

ESTIMATED FEE

We propose to perform the services above on a lump sum fee basis as outlined in the following table.

Task	Task Description	Task Basis	Cost
1	Trenchless Feasibility	Lump Sum	\$25,256
2	Trenchless Specifications	Lump Sum	\$4,820
3	Geotechnical Baseline Report	Lump Sum	\$12,700
4	Construction Phase Services	Lump Sum	\$11,906
		Total	\$54,682

Total is \$41,982
since GBR is not going to be needed

GENERAL

Please sign and return one copy of this proposal to our office to form our agreement or please provide a contract agreement to perform the work. This proposal is valid for 90 days from the date shown.

We appreciate the opportunity to submit our proposal for these services and are looking forward to working with you on this project. Please contact us if you have any questions regarding this proposal.

Kimley Horn
B D Wood Roadway Improvements

Sincerely,

SCHNABEL ENGINEERING, LLC

A handwritten signature in blue ink, appearing to read "James Parkes".

James Parkes, PE
Principal

SMD:AD

Attachments:

- (1) Standard Contract Terms and Conditions (2 Sheets)

Kimley Horn
B D Wood Roadway Improvements

The terms and conditions of this proposal, including the attached Standard Contract Terms and Conditions are:

ACCEPTED BY: _____ **Kimley-Horn** _____

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____ **DATE:** _____

Kimley Horn
B D Wood Roadway Improvements

Sincerely,

SCHNABEL ENGINEERING, LLC

A handwritten signature in blue ink, appearing to read "James Parkes".

James Parkes, PE
Principal

SMD:AD

Attachments:

- (1) Standard Contract Terms and Conditions (2 Sheets)

Kimley Horn
B D Wood Roadway Improvements

The terms and conditions of this proposal, including the attached Standard Contract Terms and Conditions are:

ACCEPTED BY: _____ **Kimley-Horn** _____

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____ **DATE:** _____

**SCHNABEL ENGINEERING CONSULTANTS, INC.
STANDARD CONTRACT TERMS AND CONDITIONS**

1. DEFINITIONS

- 1.1 Schnabel Engineering Consultants, Inc., the "Engineer," agrees to provide Professional Services, as delineated in the attached Proposal. "Engineer" means Engineer and its employees, and subcontractors.
- 1.2 The "Client" is the other party to this "Agreement."
- 1.3 The "Contractor" is the responsible party providing construction for the subject Project.

2. ENTIRE AGREEMENT, SCOPE OF WORK

- 2.1 The Agreement between Engineer and Client consists of the Proposal, these Standard Contract Terms and Conditions, and any other exhibits or attachments referenced in the Proposal. Together these elements will constitute the entire Agreement, superseding all prior written or oral negotiations, statements, representations, correspondence, and/or agreements. The Services to be provided by Engineer pursuant to this Agreement are described in the attached Proposal and include the Scope of Work. Both Client and Engineer must mutually acknowledge any changes to this Agreement in writing. All work performed by Engineer on or relating to the Project is subject to the terms and limitations of this Agreement.
- 2.2 If work is performed, but the parties do not reach agreement concerning modifications to the Scope of Work or compensation, then the terms and conditions of this Agreement apply to such work. Disputes concerning modifications to Scope of Work or compensation shall be resolved pursuant to Article 12, "Dispute Resolution."

3. STANDARD OF CARE, DISCLAIMER OF WARRANTIES

- 3.1 Engineer will strive to perform Services under this Agreement in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. **NO OTHER REPRESENTATION AND NO WARRANTY OR GUARANTEE, EITHER EXPRESS OR IMPLIED, IS INCLUDED OR INTENDED BY THIS AGREEMENT.**

4. SITE ACCESS, SITE CONDITIONS, SAMPLES

- 4.1 Client will provide rights of entry and access for Engineer to perform its Services.
- 4.2 Engineer will take reasonable precautions to avoid damage or injury to subterranean structures or utilities in the prosecution of his work. Client agrees to advise Engineer of known or suspected underground features in the area of the work, and Engineer will not be responsible for damage to below grade features not brought to its attention, or incorrectly shown on plans provided.
- 4.3 Client shall promptly pay and be responsible for the removal and lawful disposal of contaminated samples and cuttings, and hazardous substances, unless other arrangements are mutually agreed in writing.

5. OWNERSHIP OF DOCUMENTS, RESTRICTIONS ON REUSE

- 5.1 All documents, including opinions, conclusions, certificates, reports, drawings and specifications and other documents, prepared or furnished by Engineer and Engineer's independent professional consultants pursuant to this Agreement (collectively "Documents") are instruments of Service. Engineer retains all ownership and property interests in the Documents, including all common law, statutory and other reserved rights, including copyrights, whether or not the Project is completed. Client may make and retain copies of them for information and reference in connection with the use and occupancy of the Project; however, such copies are not intended or represented to be suitable for reuse by others, and may not be used on other projects or for additions to this Project outside the Scope of the Work.
- 5.2 At Client's request, Client may negotiate with Engineer to acquire ownership of Documents for a mutually agreed amount. If Client acquires ownership of Documents prepared by Engineer, Client agrees: a) that any subsequent reuse or modification of them by Client or any party obtaining them through Client will be at Client's sole risk and without liability to Engineer, and b) Client will defend, indemnify and hold harmless Engineer from and against any claims, damages, and liabilities arising from or related to any use, reuse or modification of Documents by Client or any party obtaining them through Client. Client agrees that Engineer may retain copies of all documents for its files.
- 5.3 Electronic communications and CADD data transferred by Email, websites or computer disks (collectively "E-Data") are provided only as an accommodation by Engineer for the benefit of Client. Signed paper prints of documents constitute the contract deliverables. Client assumes the risk that E-Data may differ from the paper deliverables. Client agrees to indemnify and hold harmless Engineer from and against claims, damages, and liabilities for defects or inappropriate use of E-Data created or transmitted by Engineer.

6. THIRD PARTY RELIANCE UPON DOCUMENTS

- 6.1 Engineer's performance of the Services, as set forth in this Agreement, is intended solely and exclusively for the Client's benefit and use. No party may claim under this Agreement as a third party beneficiary. Client agrees not to distribute, publish or otherwise disseminate Engineer's Documents, without first obtaining Engineer's prior written consent.
- 6.2 No third party may rely upon Engineer's Documents including, but not limited to, opinions, conclusions, certificates, reports, drawings and specifications unless Engineer has agreed to such reliance in advance and in writing.

7. ASSIGNMENT, SUBCONTRACTING

- 7.1 Neither Client nor Engineer may delegate, assign, sublet, or transfer all or any part of this Agreement, including its duties or interest in this Agreement without the written consent of the other party.

**SCHNABEL ENGINEERING CONSULTANTS, INC.
STANDARD CONTRACT TERMS AND CONDITIONS**

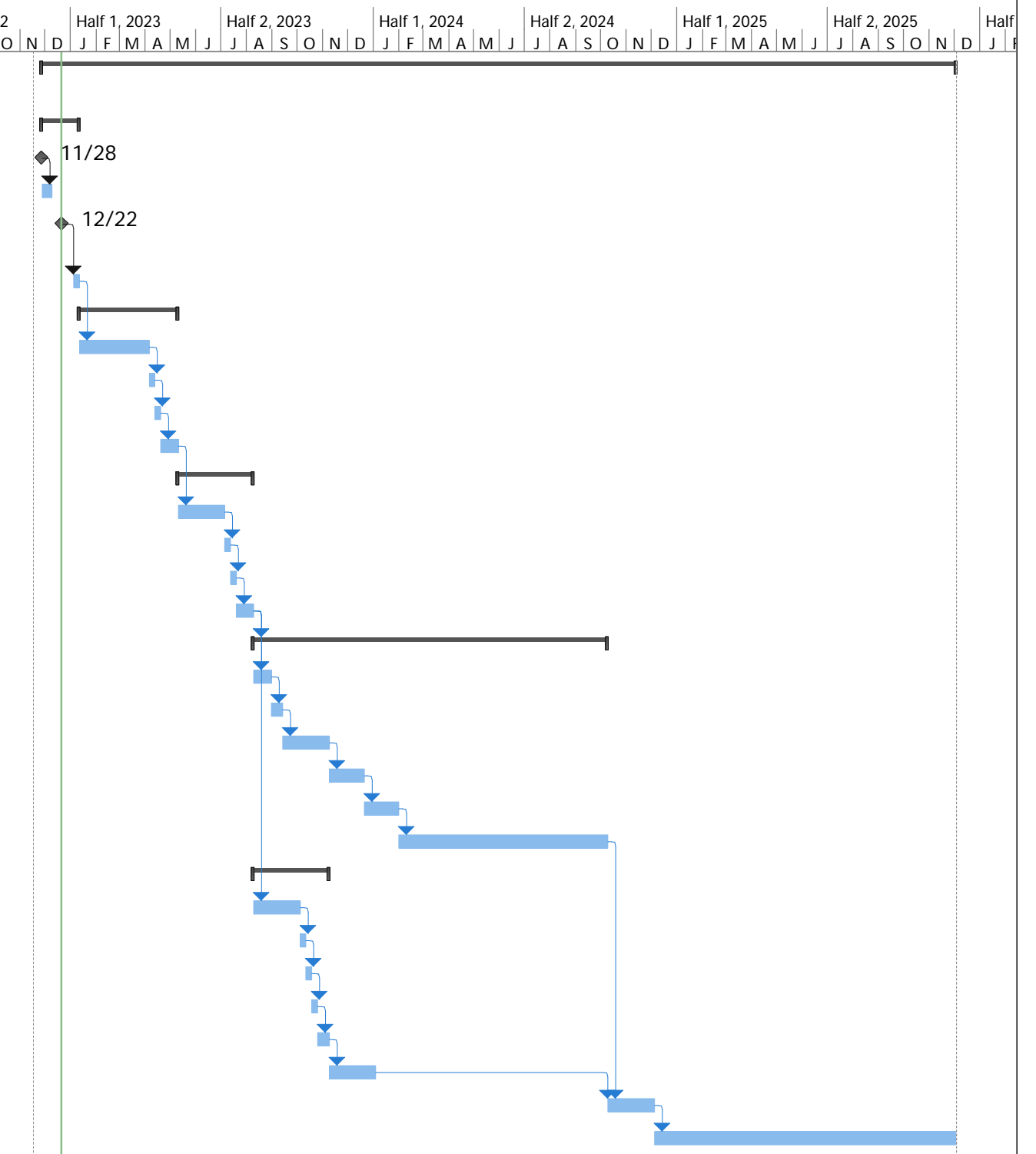
- 7.2 Notwithstanding Section 7.1, Engineer may subcontract subsurface exploration, testing, and other supplemental services and assign accounts receivable as security for financial obligations without notification or consent of Client.
8. TERMINATION, SUSPENSION
- 8.1 Either party upon 7 days' written notice may terminate this Agreement for convenience or material breach of Agreement. In the event of termination for convenience or material breach of Agreement, Engineer shall be paid for Services performed to the termination date, plus reasonable termination expenses.
9. ALLOCATION OF RISK
- 9.1 Engineer's total cumulative liability to Client (including, but not limited to, attorneys' fees and costs awarded under this Agreement) irrespective of the form of action in which such liability is asserted by Client or others, shall not exceed the total compensation received by Engineer under this Agreement or \$25,000, whichever is less. Upon Client's written request, Engineer may negotiate an increase to this limitation in exchange for an additional agreed consideration for the increased limit.
- 9.2 Client and Engineer agree to limit each's liability to the other in the following respects: Neither party will have liability to the other for any special, consequential, incidental, exemplary, or penal losses or damages including but not limited to losses, damages or claims related to the unavailability of the other party's property or facility, shutdowns or service interruptions, loss of use, lost profits or revenue, inventory or use, charges or cost of capital or claims of the other party's customer.
- 9.3 The limitations of liability of this Agreement shall survive the expiration or termination of this Agreement.
10. INDEMNIFICATION
- 10.1 Indemnification of Client. Subject to the provisions and limitations of this Agreement, Engineer agrees to indemnify and hold harmless Client, its shareholders, officers, directors, employees, and agents from and against any and all claims, suits, liabilities, damages, expenses (including without limitation reasonable attorney's fees and costs of defense) or other losses (collectively "Losses") to the extent caused by Engineer's negligent performance of its Services under this Agreement.
- 10.2 Indemnification of Engineer. Subject to the provisions and limitations of this Agreement, Client agrees to defend, indemnify and hold harmless Engineer from and against any and all claims by third parties related to services provided by Engineer under this Agreement, and against any and all Losses to the extent caused by the negligence of Client, its employees, agents and contractors. In addition, except to the extent caused by Engineer's sole negligence, Client expressly agrees to defend, indemnify and hold harmless Engineer from and against any and all Losses arising from or related to the existence, disposal, release, discharge, treatment or transportation of Hazardous Materials, or the exposure of any person to Hazardous Materials, or the degradation of the environment due to the presence, discharge, disposal, release of or exposure to Hazardous Material.
11. INVOICES, PAYMENTS
- 11.1 Payment is due without retainage upon presentation of invoice and is past due thirty (30) days from invoice date, and will not be contingent upon receipt of funds from third parties. Client agrees to pay a service charge of one and one-half percent (1-1/2%) per month or fraction thereof on past due payments under this Agreement.
- 11.2 It is further agreed that in the event a lien or suit is filed to enforce overdue payments under this Agreement, Engineer will be reimbursed by Client for all costs of such lien or suit and reasonable Attorney's fees in addition to accrued service charges, where the court of appropriate jurisdiction enters a finding in favor of Engineer.
12. DISPUTE RESOLUTION
- 12.1 Claims, disputes, and other matters in controversy between Engineer and Client caused by or any way related to this Agreement will be submitted to non-binding mediation as a condition precedent to litigation. The cost for mediation including the mediator's fees, reproduction of documents, and miscellaneous out-of-pocket expenses will be borne equally by each party to this Agreement.
- 12.2 The law of the Commonwealth of Virginia will govern the validity of these terms, their interpretation and performance. Client and Engineer agree that venue for any litigation will be in the courts of the Commonwealth of Virginia and Engineer and Client both hereby waive any right to initiate any action in, or remove any action to, any other jurisdiction.
13. SEVERABILITY
- 13.1 This Agreement reflects the entire agreement of the parties with respect to its terms and supersedes all prior agreements, whether written or oral. If any portion of this Agreement is void or voidable, such portion will be deemed stricken and the Agreement reformed to as closely approximate the stricken portions as the law allows.

ADDENDUM TO EXHIBIT C
Work Schedule

Attached Behind This Page

Exhibit C Schedule - Bridge Relocation

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	Resource Names
1		D B Wood 30" Relocation Schedule - Bridge Relocation	788 days	Mon 11/28/22	Wed 12/3/25		
2		Contract Approval	33 days	Mon 11/28/22	Wed 1/11/23		
3		Contract Submittal	0 days	Mon 11/28/22	Mon 11/28/22		
4		Review	2 wks	Mon 11/28/22	Fri 12/9/22	3	
5		Round Rock City Council Agenda	0 days	Thu 12/22/22	Thu 12/22/22		
6		Contract Signatures and NTP	1 wk	Thu 1/5/23	Wed 1/11/23	5FS+2 wks	
7		30%	85 days	Thu 1/12/23	Wed 5/10/23		
8		PS&E	3 mons	Thu 1/12/23	Wed 4/5/23	6	
9		QC	1 wk	Thu 4/6/23	Wed 4/12/23	8	
10		30% Submittal	1 wk	Thu 4/13/23	Wed 4/19/23	9	
11		Round Rock Review	3 wks	Thu 4/20/23	Wed 5/10/23	10	
12		90%	65 days	Thu 5/11/23	Wed 8/9/23		
13		PS&E	2 mons	Thu 5/11/23	Wed 7/5/23	11	
14		QC	1 wk	Thu 7/6/23	Wed 7/12/23	13	
15		90% Submittal	1 wk	Thu 7/13/23	Wed 7/19/23	14	
16		Round Rock Review	3 wks	Thu 7/20/23	Wed 8/9/23	15	
17		Easements	305 days	Thu 8/10/23	Wed 10/9/24	16	
18		Metes and Bounds	3 wks	Thu 8/10/23	Wed 8/30/23	16	
19		Round Rock Review	2 wks	Thu 8/31/23	Wed 9/13/23	18	
20		Appraisals	2 mons	Thu 9/14/23	Wed 11/8/23	19	
21		Initial Offers	30 days	Thu 11/9/23	Wed 12/20/23	20	
22		Final Offers	30 days	Thu 12/21/23	Wed 1/31/24	21	
23		Eminent Domain (if required)	9 mons	Thu 2/1/24	Wed 10/9/24	22	
24		100%	65 days	Thu 8/10/23	Wed 11/8/23		
25		PS&E	2 mons	Thu 8/10/23	Wed 10/4/23	16	
26		QC	1 wk	Thu 10/5/23	Wed 10/11/23	25	
27		90% Submittal	1 wk	Thu 10/12/23	Wed 10/18/23	26	
28		Round Rock Review	1 wk	Thu 10/19/23	Wed 10/25/23	27	
29		Final Changes	2 wks	Thu 10/26/23	Wed 11/8/23	28	
30		Permitting	2 mons	Thu 11/9/23	Wed 1/3/24	29	
31		Bidding Phase	2 mons	Thu 10/10/24	Wed 12/4/24	30,23	
32		Construction Phase	52 wks	Thu 12/5/24	Wed 12/3/25	31	

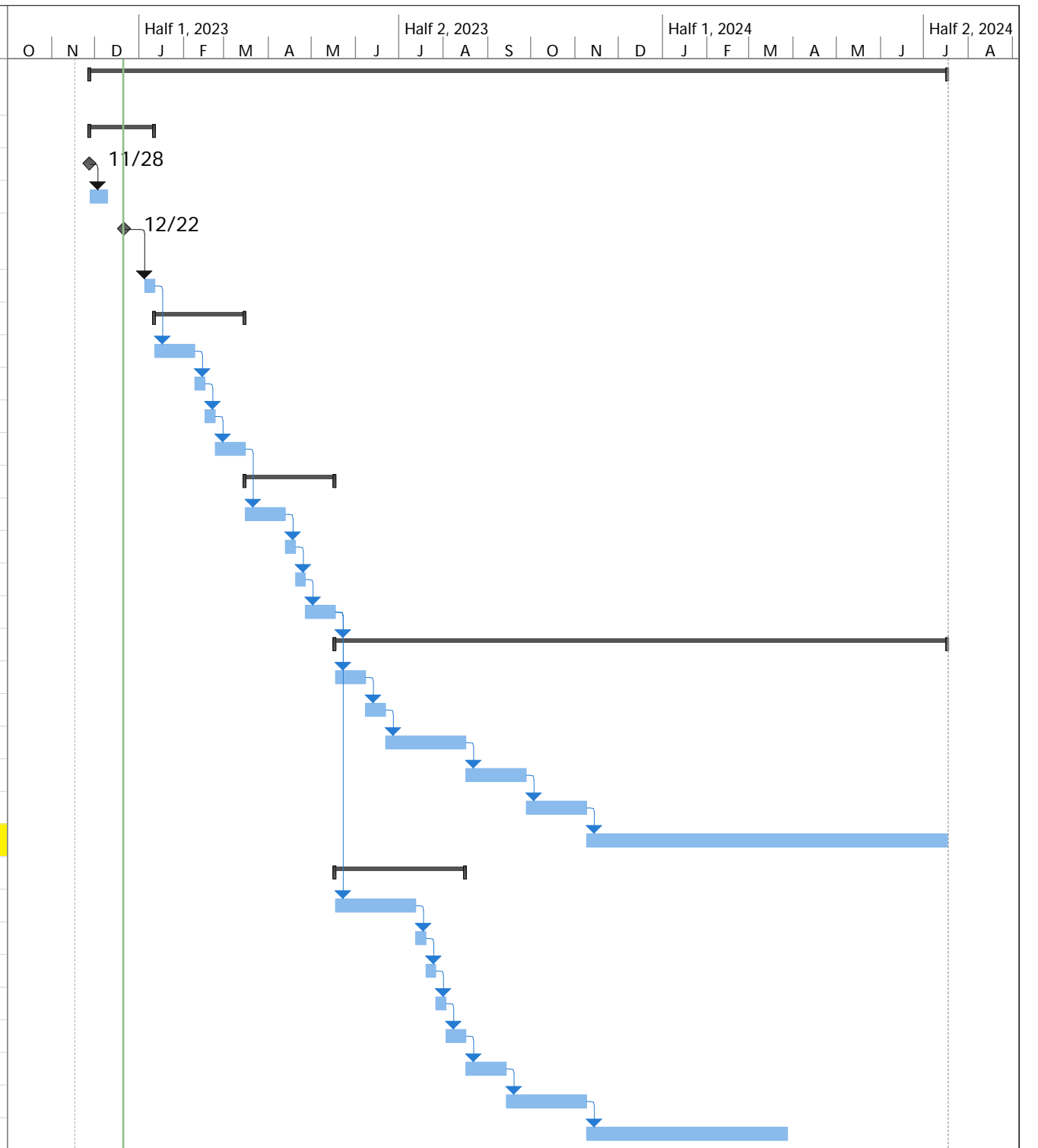


Project: Exhibit C Schedule.mpp
Date: Wed 12/21/22

Task	 Project Summary	 Manual Task	 Start-only	 Deadline	▼
Split	 Inactive Task	 Duration-only	 Finish-only	 Progress	
Milestone	 Inactive Milestone	 Manual Summary Rollup	 External Tasks	 Manual Progress	
Summary	 Inactive Summary	 Manual Summary	 External Milestone		

Exhibit C Schedule - Dam & SH-29

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	Resource Names	Half 1, 2023												Half 2, 2023					Half 1, 2024					Half 2, 2024	
								O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	
1		D B Wood 30" Relocation Schedule- Embankment & SH 29	428 days	Mon 11/28/22	Wed 7/17/24																										
2		Contract Approval	33 days	Mon 11/28/22	Wed 1/11/23																										
3		Contract Submittal	0 days	Mon 11/28/22	Mon 11/28/22																										
4		Review	2 wks	Mon 11/28/22	Fri 12/9/22	3																									
5		Round Rock City Council Agenda	0 days	Thu 12/22/22	Thu 12/22/22																										
6		Contract Signatures and NTP	1 wk	Thu 1/5/23	Wed 1/11/23	5FS+2 wks																									
7		30%	45 days	Thu 1/12/23	Wed 3/15/23																										
8		PS&E	1 mon	Thu 1/12/23	Wed 2/8/23	6																									
9		QC	1 wk	Thu 2/9/23	Wed 2/15/23	8																									
10		30% Submittal	1 wk	Thu 2/16/23	Wed 2/22/23	9																									
11		Round Rock Review	3 wks	Thu 2/23/23	Wed 3/15/23	10																									
12		90%	45 days	Thu 3/16/23	Wed 5/17/23																										
13		PS&E	1 mon	Thu 3/16/23	Wed 4/12/23	11																									
14		QC	1 wk	Thu 4/13/23	Wed 4/19/23	13																									
15		90% Submittal	1 wk	Thu 4/20/23	Wed 4/26/23	14																									
16		Round Rock Review	3 wks	Thu 4/27/23	Wed 5/17/23	15																									
17		Easements	305 days	Thu 5/18/23	Wed 7/17/24	16																									
18		Metes and Bounds	3 wks	Thu 5/18/23	Wed 6/7/23	16																									
19		Round Rock Review	2 wks	Thu 6/8/23	Wed 6/21/23	18																									
20		Appraisals	2 mons	Thu 6/22/23	Wed 8/16/23	19																									
21		Initial Offers	30 days	Thu 8/17/23	Wed 9/27/23	20																									
22		Final Offers	30 days	Thu 9/28/23	Wed 11/8/23	21																									
23		Eminent Domain (if required)	9 mons	Thu 11/9/23	Wed 7/17/24	22																									
24		100%	65 days	Thu 5/18/23	Wed 8/16/23																										
25		PS&E	2 mons	Thu 5/18/23	Wed 7/12/23	16																									
26		QC	1 wk	Thu 7/13/23	Wed 7/19/23	25																									
27		90% Submittal	1 wk	Thu 7/20/23	Wed 7/26/23	26																									
28		Round Rock Review	1 wk	Thu 7/27/23	Wed 8/2/23	27																									
29		Final Changes	2 wks	Thu 8/3/23	Wed 8/16/23	28																									
30		Permitting	1 mon	Thu 8/17/23	Wed 9/13/23	29																									
31		Bidding Phase	2 mons	Thu 9/14/23	Wed 11/8/23	30																									
32		Construction Phase	20 wks	Thu 11/9/23	Wed 3/27/24	31																									



Project: Exhibit C Schedule
Date: Wed 12/21/22

Task		Project Summary		Manual Task		Start-only		External Tasks		External Milestone		Deadline
Split		Inactive Task		Duration-only		Finish-only		Manual Progress		Progress		
Milestone		Inactive Milestone		Manual Summary Rollup		External Milestone						
Summary		Inactive Summary		Manual Summary								

ADDENDUM TO EXHIBIT D
Fee Schedule

Attached Behind This Page

Fee Schedule

Project Name: D B Wood - Round Rock WL Relocation

Prepared By: Kimley-Horn and Associates, Inc.

Task # Subtask Number	Task Name Subtask Name/Description	Assumptions/ Notes	Direct Labor (Person-Hours)						Labor Total (hours)	Sub Consultants (\$)	Misc. Direct Expense (\$)
			Senior Prof II	Senior Prof I	Prof IV	Analyst	Project Controller	Admin			
			\$315.00	280.00	190.00	170.00	95.00	\$95.00			
1	Project Management										
a	Project Schedule & Work Plan			8	4				12		
b	Invoicing	12 invoices			12		12		24		
c	Progress Meetings - Client	12 meetings		12	12	12			36		
d	Site Visit	2 site visits			6	6			12		
e	Design Team Coordination (Internal & Meetings w/ Subconsultants)			12	12	12			36		
f	Subconsultant Coordination			12	24				36		
	Task Total (Hours)		0	44	70	30	12	0	156		
	Task Total (Dollars)		\$0	\$12,320	\$13,300	\$5,100	\$1,140	\$0	\$31,860	\$0	
2	Embankment Dam Relocation & SH-29 Relocation										
2.a	30% Design								0		
i	Preliminary Alignment			4	9	12			25		
ii	30% Plans								0		
a	Cover Sheet	1 sheet		1	4	8			13		
b	Project Layout	1 sheet			4	12			16		
c	Plan and Profile	4 sheets		3	9	40			52		
ii	OPCC				2	4			6		
iv	Specifications			2	2				4		
v	Permitting Requirements				2	2			4		
vi	QA/QC and Revisions			6					6		
vii	Revisions to QA/QC				4	12			16		
vii	Workshop			2	4	4			10		
	Task Total (Hours)		0	18	40	94	0	0	152		
	Task Total (Dollars)		\$0	\$5,040	\$7,600	\$15,980	\$0	\$0	\$28,620	\$0	

Project Name: D B Wood - Round Rock WL Relocation

Prepared By: Kimley-Horn and Associates, Inc.

Task # Subtask Number	Task Name Subtask Name/Description	Assumptions/ Notes	Direct Labor (Person-Hours)					Labor Total (hours)	Sub Consultants (\$)	Misc. Direct Expense (\$)	
			Senior Prof II	Senior Prof I	Prof IV	Analyst	Project Controller				Admin
			\$315.00	280.00	190.00	170.00	95.00				\$95.00
2.b	90% Design								0		
i	Civil Plans								0		
a	Cover			1	3				4		
b	Notes			1	2				3		
c	Project Layout			4	8				12		
d	TCP	2 Sheets		4	24				28		
e	E&S	2 Sheets		4	24				28		
f	P&P	4 sheets		8	20	62			90		
g	Details			4	8				12		
ii	OPCC			4	8				12		
iii	Project Manual			4	4	8			16		
iv	QA/QC			16					16		
v	Revisions to QA/QC			8	24				32		
	Task Total (Hours)		0	28	54	171	0	0	253		
	Task Total (Dollars)		\$0	\$7,840	\$10,260	\$29,070	\$0	\$0	\$47,170	\$0	
2.c	100% Design								0		
i	Civil Plans								0		
a	Cover			1	1				2		
b	Notes			1	1				2		
c	Project Layout			1	2				3		
d	TCP	2 Sheets		2	6				8		
e	E&S	2 Sheets		2	6				8		
f	P&P	4 sheets		2	16	32			50		
g	Details			1	2				3		
ii	OPCC			2	4				6		
iii	Project Manual			2	2				4		
iv	QA/QC			8					8		
v	Revisions to QA/QC			4	9				13		
	Task Total (Hours)		0	10	32	65	0	0	107		
	Task Total (Dollars)		\$0	\$2,800	\$6,080	\$11,050	\$0	\$0	\$19,930	\$0	

Project Name: D B Wood - Round Rock WL Relocation

Prepared By: Kimley-Horn and Associates, Inc.

Task # Subtask Number	Task Name Subtask Name/Description	Assumptions/ Notes	Direct Labor (Person-Hours)					Labor Total (hours)	Sub Consultants (\$)	Misc. Direct Expense (\$)	
			Senior Prof II	Senior Prof I	Prof IV	Analyst	Project Controller				Admin
			\$315.00	280.00	190.00	170.00	95.00				\$95.00
3	Culvert/ Headwall Protection										
3.a	90% Design							0			
i	Civil Plans							0			
a	Notes			1	1			2			
b	Project Layout	1 sheet			1	2		3			
c	P&P	1 sheet			2	4		6			
d	Details				1	4		5			
ii	OPCC				1	4		5			
iv	Specifications				4	4		8			
v	QA/QC			2		0		2			
vii	Revisions to QA/QC				1	4		5			
	Task Total (Hours)		0	2	11	23	0	0	36		
	Task Total (Dollars)		\$0	\$560	\$2,090	\$3,910	\$0	\$0	\$6,560	\$0	
3.b	100% Design							0			
i	Civil Plans							0			
a	Notes			1	1			2			
b	Project Layout	1 sheet			1	1		2			
c	P&P	1 sheet			2	4		6			
d	Details				0	2		2			
ii	OPCC				1	4		5			
iv	Specifications				2	2		4			
v	QA/QC			6				6			
vii	Revisions to QA/QC				1	4		5			
	Task Total (Hours)		0	7	7	18	0	0	32		
	Task Total (Dollars)		\$0	\$1,960	\$1,330	\$3,060	\$0	\$0	\$6,350	\$0	

Project Name: D B Wood - Round Rock WL Relocation

Prepared By: Kimley-Horn and Associates, Inc.

Task # Subtask Number	Task Name Subtask Name/Description	Assumptions/ Notes	Direct Labor (Person-Hours)					Labor Total (hours)	Sub Consultants (\$)	Misc. Direct Expense (\$)	
			Senior Prof II	Senior Prof I	Prof IV	Analyst	Project Controller				Admin
			\$315.00	280.00	190.00	170.00	95.00				\$95.00
4	Bridge Relocation										
4.a	30% Design						0				
i	Preliminary Alignment		4	9	12		25				
ii	30% Plans						0				
a	Cover Sheet	1 sheet					0				
b	Project Layout	1 sheet					0				
c	Plan and Profile	4 sheets		3	12	24	39				
ii	OPCC				2	4	6				
iv	Specifications			2	2		4				
v	Permitting Requirements				2	2	4				
vi	QA/QC			6			6				
vii	Revisions to QA/QC				4	12	16				
	Task Total (Hours)		0	15	31	54	0	0	100		
	Task Total (Dollars)		\$0	\$4,200	\$5,890	\$9,180	\$0	\$0	\$19,270		
4.b	90% Design						0				
i	Civil Plans						0				
a	Cover						0				
b	Notes						0				
c	Project Layout				2	4	6				
d	TCP	2 Sheets			2	4	6				
e	E&S	2 Sheets			1	2	3				
f	P&P	4 sheets		4	12	24	40				
g	Details				8	12	20				
ii	OPCC			4	8	12	24				
iii	Project Manual			4	4	8	16				
iv	QA/QC			16			16				
v	Revisions to QA/QC				8	40	48				
	Task Total (Hours)		0	28	45	106	0	0	179		
	Task Total (Dollars)		\$0	\$7,840	\$8,550	\$18,020	\$0	\$0	\$34,410	\$0	

Project Name: D B Wood - Round Rock WL Relocation

Prepared By: Kimley-Horn and Associates, Inc.

Task # Subtask Number	Task Name Subtask Name/Description	Assumptions/ Notes	Direct Labor (Person-Hours)					Labor Total (hours)	Sub Consultants (\$)	Misc. Direct Expense (\$)	
			Senior Prof II	Senior Prof I	Prof IV	Analyst	Project Controller				Admin
			\$315.00	280.00	190.00	170.00	95.00				\$95.00
4.c	100% Design								0		
i	Civil Plans								0		
a	Cover								0		
b	Notes								0		
c	Project Layout								0		
d	TCP	2 Sheets			2	4			6		
e	E&S	2 Sheets			1	2			3		
f	P&P	4 sheets			16	24			40		
g	Details				2	6			8		
ii	OPCC				2	4			6		
iii	Project Manual				4	4			8		
iv	QA/QC			8					8		
v	Revisions to QA/QC				4	9			13		
	Task Total (Hours)		0	8	31	53	0	0	92		
	Task Total (Dollars)		\$0	\$2,240	\$5,890	\$9,010	\$0	\$0	\$17,140	\$0	
5	Subconsultants								0		
5.a	Embankment Dam Relocation & SH-29 Relocation								0		
i	Survey - Inland	Includes 5% Markup							0	\$13,440.00	
ii	SUE - The Rios Group	Includes 5% Markup							0	\$9,808.52	
iii	Geotech - Terracon	Includes 5% Markup							0	\$15,960.00	
iv	Environmental - Terracon	Includes 5% Markup							0	\$17,220.00	
v	Dam Modeling - Terracon	Includes 5% Markup							0	\$8,190.00	
5.b	Bridge Relocation								0		
i	Survey - Inland	Includes 5% Markup							0	\$8,925.00	
ii	SUE - The Rios Group	Includes 5% Markup							0	\$6,727.89	
iii	Geotech - Terracon	Includes 5% Markup							0	\$36,750.00	
iv	Trenchless Design - Schnabel Engineering	Includes 5% Markup							0	\$41,982.00	
	Task Total (Hours)		0	0	0	0	0	0	0		
	Task Total (Dollars)		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$159,003	
6	Permitting										
a	Georgetown			0	12	14			26		
b	TxDOT			0	12	14			26		
	Task Total (Hours)		0	0	24	28	0	0	52		
	Task Total (Dollars)		\$0	\$0	\$4,560	\$4,760	\$0	\$0	\$9,320	\$0	

Project Name: D B Wood - Round Rock WL Relocation

Prepared By: Kimley-Horn and Associates, Inc.

Task # Subtask Number	Task Name Subtask Name/Description	Assumptions/ Notes	Direct Labor (Person-Hours)					Labor Total (hours)	Sub Consultants (\$)	Misc. Direct Expense (\$)	
			Senior Prof II	Senior Prof I	Prof IV	Analyst	Project Controller				Admin
			\$315.00	280.00	190.00	170.00	95.00				\$95.00
7	Bid Phase Services										
a	Notice to Bidders			0	1	1		2			
b	Pre-Bid Conference			0	6	12		18			
c	Respond to Contractor Questions			0	16	16		32			
d	Addenda			0	8	8		16			
e	Bid Opening			0	2	3		5			
f	Recommendation for Award			0	2	2		4			
g	Final Conformed Documents (Assume 2 full size & 3 half size sets)			0	4	3		7			
	Task Total (Hours)			0	0	39	45	0	0	84	
	Task Total (Dollars)			\$0	\$0	\$7,410	\$7,650	\$0	\$0	\$15,060	
8	Construction Phase Services										
a	Pre-Con			0	3	3		6			
b	Site Visit and Observation - 4			4	8	16		28			
c	Monthly Project Meetings - 12			0	24	24		48			
d	RFI - 20			10	40	40		90			
e	Change Order - Assume 3			0	6	12		18			
f	Submittals			0	40	60		100			
g	Substitutes			0	2	2		4			
h	Inspections and Tests			0	1	1		2			
i	Disagreements			0	4	2		6			
j	Substantial Completion			0	8	8		16			
k	Final Completion			0	8	8		16			
l	Record Drawings			0	18	30		48			
	Task Total (Hours)			0	14	162	206	0	0	382	
	Task Total (Dollars)			\$0	\$3,920	\$30,780	\$35,020	\$0	\$0	\$69,720	
	KIMLEY-HORN TOTAL (Hours)			0	62	110	124	12	0	1625	
	KIMLEY-HORN TOTAL (Dollars)			\$0	\$17,360	\$20,900	\$21,080	\$1,140	\$0	\$305,410	
	SUBCONSULTANT TOTAL (Dollars)			\$0	\$0	\$0	\$0	\$0	\$0	\$159,003	
	Kimley Horn Expenses (Printing, Plotting, and Mileage)									\$2,000	
	GRAND TOTAL									\$466,413.41	

Project Name: D B Wood - Round Rock WL Relocation

Prepared By: Kimley-Horn and Associates, Inc.

Task # Subtask Number	Task Name Subtask Name/Description	Assumptions/ Notes	Direct Labor (Person-Hours)					Labor Total (hours)	Sub Consultants (\$)	Misc. Direct Expense (\$)	
			Senior Prof II	Senior Prof I	Prof IV	Analyst	Project Controller				Admin
			\$315.00	280.00	190.00	170.00	95.00				\$95.00
1	Project Management								\$31,860.00		
2	Embankment Dam Relocation & SH-29 Relocation								\$95,720.00		
3	Culvert/ Headwall Protection								\$12,910.00		
4	Bridge Relocation								\$70,820.00		
5a	Subconsultant Dam and SH 29								\$64,618.52		
5b	Subconsultant Bridge Crossing								\$94,384.89		
6	Permitting								\$9,320.00		
7	Bid Phase Services								\$15,060.00		
8	Construction Phase Services								\$69,720.00		
	Expenses								\$2,000.00		
	Total								\$466,413.41		