

# EXHIBIT

## A



### CITY OF ROUND ROCK CONTRACT FOR ENGINEERING SERVICES

**FIRM:** HR GREEN, INC. (“Engineer”)  
**ADDRESS:** 5508 Highway 290 W., Suite 150, Austin, TX 78735  
**PROJECT:** SH 130 Wastewater Extension

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

THIS CONTRACT FOR ENGINEERING SERVICES (“Contract”) is made and entered into on this the \_\_\_\_ day of \_\_\_\_\_, 2025 by and between the CITY OF ROUND ROCK, a Texas home-rule municipal corporation, whose offices are located at 221 East Main Street, Round Rock, Texas 78664-5299, (hereinafter referred to as “City”), and Engineer, and such Contract is for the purpose of contracting for professional engineering services.

#### RECITALS:

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

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

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

NOW, THEREFORE, WITNESSETH:

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

## **CONTRACT DOCUMENTS**

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

### **ARTICLE 1** **CITY SERVICES**

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

### **ARTICLE 2** **ENGINEERING SERVICES**

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

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

### **ARTICLE 3** **CONTRACT TERM**

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

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

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

#### **ARTICLE 4** **COMPENSATION**

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

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

The maximum amount payable under this Contract, without modification of this Contract as provided herein, is the sum of Three Hundred Sixteen Thousand Seven Hundred Sixteen and 50/100 Dollars, (\$316,716.50). Engineer shall prepare and submit to City monthly progress reports in sufficient detail to support the progress of the work and to support invoices requesting monthly payment. Any preferred format of City for such monthly progress reports shall be identified in Exhibit B entitled "Engineering Services". Satisfactory progress of work shall be an absolute condition of payment.

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

#### **ARTICLE 5** **METHOD OF PAYMENT**

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

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

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

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

## **ARTICLE 6**

### **PROMPT PAYMENT POLICY**

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

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

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

## **ARTICLE 7**

### **NOTICE TO PROCEED**

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

## **ARTICLE 8**

### **PROJECT TEAM**

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

Kaitlyn Saucedo  
Project Manager  
3400 Sunrise Road  
Round Rock, TX 78665  
Telephone Number (512) 218-7076  
Mobile Number (512) 401-8517

Fax Number N/A

Email Address [ksaucedo@roundrocktexas.gov](mailto:ksaucedo@roundrocktexas.gov)

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

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

Leigh Thomas, PE  
Regional Manager  
5508 Highway 290 W., Suite 150  
Austin, TX 78735  
Telephone Number (512) 626-4030  
Fax Number (713) 965-4030  
Email Address [leigh.thomas@hrgreen.com](mailto:leigh.thomas@hrgreen.com)

## **ARTICLE 9**

### **PROGRESS EVALUATION**

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

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

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

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

## **ARTICLE 10**

### **SUSPENSION**

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

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

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

## **ARTICLE 11**

### **ADDITIONAL ENGINEERING SERVICES**

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

## **ARTICLE 12**

### **CHANGES IN ENGINEERING SERVICES**

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

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

### **ARTICLE 13**

#### **SUPPLEMENTAL CONTRACTS**

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

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

### **ARTICLE 14**

#### **USE OF DOCUMENTS**

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

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

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

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

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

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

## **ARTICLE 15**

### **PERSONNEL, EQUIPMENT AND MATERIAL**

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

## **ARTICLE 16**

### **SUBCONTRACTING**

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



**ARTICLE 17**  
**EVALUATION OF ENGINEERING SERVICES**

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

**ARTICLE 18**  
**SUBMISSION OF REPORTS**

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

**ARTICLE 19**  
**VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT**

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

**ARTICLE 20**  
**TERMINATION**

This Contract may be terminated as set forth below.

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

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

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

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

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

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

## **ARTICLE 21**

### **COMPLIANCE WITH LAWS**

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

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

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

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

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

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

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

## **ARTICLE 22**

### **INDEMNIFICATION**

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

## **ARTICLE 23**

### **ENGINEER'S RESPONSIBILITIES**

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

## **ARTICLE 24**

### **ENGINEER'S SEAL**

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

**ARTICLE 25**  
**NON-COLLUSION, FINANCIAL INTEREST PROHIBITED**

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

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

**ARTICLE 26**  
**INSURANCE**

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

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

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

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

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

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

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

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

## **ARTICLE 27**

### **COPYRIGHTS**

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

## **ARTICLE 28**

### **SUCCESSORS AND ASSIGNS**

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

## **ARTICLE 29**

### **SEVERABILITY**

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

## **ARTICLE 30**

### **PRIOR AGREEMENTS SUPERSEDED**

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

**ARTICLE 31**  
**ENGINEER'S ACCOUNTING RECORDS**

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

**ARTICLE 32**  
**NOTICES**

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

**City:**

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

and to:

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

**Engineer:**

Leigh Thomas, PE  
Regional Manager  
5508 Highway 290 W., Suite 150  
Austin, TX 78735

**ARTICLE 33**  
**GENERAL PROVISIONS**

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

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

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

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

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

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

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

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

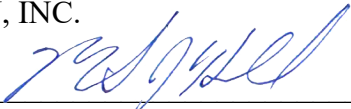
The undersigned signatory for Engineer hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Contract and that he/she has full and complete authority to enter into this Contract on behalf of the firm. The above-stated representations and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

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

*[signature pages follow]*



HR GREEN, INC.

By: 

Signature of Principal

Printed Name: Mike Halde, PE

CITY OF ROUND ROCK, TEXAS

APPROVED AS TO FORM:

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

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

**ATTEST:**

By: \_\_\_\_\_  
Ann Franklin, City Clerk

### **LIST OF EXHIBITS ATTACHED**

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

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## **EXHIBIT A CITY SERVICES**

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### **1.0 CITY RESPONSIBILITIES**

- A. The City will provide to Engineer all data in the City's possession relating to Engineer's services on the project and as requested by Engineer. Engineer will reasonably rely upon the accuracy, timeliness and completeness of the information provided by the City.
- B. The City will give prompt notice to Engineer whenever the City observes or becomes aware of any development that effects the scope or timing of Engineer's services.
- C. The City shall examine information submitted by Engineer and render in writing or other provide comments and decisions in a timely manner.
- D. The City will provide existing easement locations or property ownership, as available.
- E. The City will be responsible for pursuing temporary and permanent easements with Engineer providing the Metes and Bounds and surveyed information for the private properties as outlined in the scope. Any additional survey work and/or Metes and Bounds exhibits required outside the proposed scope will require additional services and fees to be negotiated with the City.
- F. The City will acquire rights of entry on private property and provide access to Engineer as needed to perform services under this agreement.
- G. The City will pay for all permit and license fees.
- H. The City will provide construction oversight and inspection services and notify Engineer of any issues observed. Engineers scope does not include construction oversight and inspection services for designs performed under this agreement.



**Exhibit B  
ENGINEERING SERVICES**

**For**

**SH 130 Wastewater Extension**

Kaitlyn Saucedo  
Utilities and Environmental Services  
City of Round Rock  
3400 Sunrise Road  
Round Rock, Texas 78665  
[ksaucedo@roundrocktexas.gov](mailto:ksaucedo@roundrocktexas.gov)

HR Green Project No. 2303503

July 15, 2025

## **TABLE OF CONTENTS**

1.0	SCOPE LETTER
2.0	SCOPE OF SERVICES
3.0	CITY RESPONSIBILITIES
4.0	ASSUMPTIONS IN SCOPE PREPARATION
5.0	PROFESSIONAL SERVICES FEE
6.0	PROJECT SCHEDULE



▷ 4201 W Parmer LN | Building C | Austin, TX 78727    Main 512.872.6696+ Fax 713.965.0044  
Firm F-11278

▷ [HRGreenREEN.COM](http://HRGreenREEN.COM)

July 15, 2025

Kaitlyn Saucedo, Project Manager  
Utilities and Environmental Services  
City of Round Rock  
3400 Sunrise Road  
Round Rock, Texas 78665

Re:    SH 130 Wastewater Extension  
       Scope of Services

Dear Ms. Saucedo,

HR Green, Inc (ENGINEER) is pleased to submit this scope and fee proposal to perform professional engineering services for the SH 130 Wastewater Extension Project. This scope of services is outlined on a per task basis for the above-referenced project and is proposed for time and materials (T&M) not to exceed fee as outlined in **the attached Scope of Services**.

### **Project Objectives**

This project is phase 1 of the future Cottonwood Lift Station that will eventually construct a lift station and force main on the east side of SH 130 south of Chandler Rd. This project will connect the future force main to the McNutt Interceptor. It includes the installation of approximately 1,800 LF of gravity wastewater main across SH130 and connecting to an existing wastewater manhole on the west side of SH 130.

The objective of this project is to complete design, bid and construction phase services for the extension of the SH 130 Wastewater Interceptor. The project will provide for the installation of approximately 1,800 linear feet of 18-inch wastewater line with the project limits as referenced in **Attachment A: Map Figure – SH 130 Wastewater Extension** as provided by the City of Round Rock as the basis of this proposal in advance of survey and easements and geotechnical analysis.

### **Subconsultant Participation**

HR Green will lead this project and provide overall project management, design, direction and quality assurance for this work. HR Green's team for this project includes the following subconsultants for their respective services:

- Terracon Consultants, Inc.– Geotechnical Investigations
- Halff Associates, Inc. – Subsurface Utility Engineering

### **Schedule**

A detailed project schedule is included in **Exhibit C – Work Schedule**.



### **Fee**

The total design fee for this scope of work is included in **Section 5, and by task in Exhibit D – Fee Schedule.**

### **Insurance**

A certificate of insurance is included in **Exhibit E – Certificate of Insurance.**

### **Closing**

HR Green appreciates the opportunity to provide these engineering services for the SH 130 Wastewater Extension Project. We look forward to working with you to successfully complete this project. If you have any questions regarding this scope of services and proposal, please contact me at 737-304-6896 (work) or 512-626-4030 (mobile).

Sincerely,

A handwritten signature in black ink that reads 'Leigh Thomas'.

\_\_\_\_\_  
Leigh Thomas, P.E.

\_\_\_\_\_  
July 15, 2025

\_\_\_\_\_  
Date

Regional Manager - Water  
HR Green, Inc

#### Attachments and Exhibits:

A - Map Figure: SH 130 Wastewater Extension Project Limits

Exhibit C – Work Schedule

Exhibit D – Fee Schedule

Exhibit E – Certificate of Insurance



## **2.0 SCOPE OF SERVICES**

This **AGREEMENT** is between City of Round Rock, TX (hereafter “City”) and HR GREEN, INC. (hereafter “Engineer”).

### **Project Understanding**

The City has requested the Engineer to provide preliminary design phase, final design phase, bid phase, and construction phase services for the SH 130 Wastewater Extension Project. This project will provide for the installation of approximately 1,800 linear feet of 18-inch gravity wastewater line in the City of Round Rock. The scope of services is outlined below on a per task basis based on Engineer’s understanding of the project at this stage of the project.

### **Task 1000 – Project Management, Meetings, and Preliminary Work**

- Project Management and QA/QC: This task includes routine communication with the City; managing subconsultants, staff resources, budgets and schedules; invoicing; implementing and monitoring of QA/QC efforts; and other activities associated with managing the Project. A written monthly project status update shall be distributed to the project team with monthly invoicing. The project is estimated to be completed within 15 months.
- Design Meetings:
  - Kickoff Meeting: Engineer will prepare for and attend one (1) project kickoff meeting and prepare meeting minutes.
  - 60% Design Review Workshop: Engineer will host one (1) 60% design review meeting with appropriate City personnel to review the proposed design, required project permitting and to kick off the 90% Design Phase of the Project.
  - 90% Design Review Workshop: Engineer will host one (1) design review meeting with the appropriate City personnel to review the proposed 90% design, required project permitting and intra-agency coordination, regulatory approvals and to kick off the 100% Design Phase of the Project.
  - Public Meetings: Public meetings are not included in this Scope of Services.

### **Task 2000 – Design Phase Services (30/60/90/100%)**

#### **30% Preliminary Design Phase**

- Data Collection/Review
  - Review Reports/Studies/Drawings: Engineer will obtain and review reports, studies, as-builts, and other data that is made available and incorporate appropriate findings into the project’s design. This includes all previously prepared documents developed by others associated with the pipeline provided to Engineer.

- Site Visit: One site visit will be performed during this phase to verify project conditions and familiarize the team with the project area.
- Right of Entry (ROE): The City will obtain ROEs for site access and topographic survey from identified landowners based upon available parcel data per the Map Figure: SH 130 Wastewater Extension prior to Engineer initiating any site visits topographic survey work or geotechnical investigations.
- Filed Investigations:
  - Topographic Surveying: Engineer's Registered Professional Land Surveyors (RPLS) will provide topographic surveying services through conventional ground surveying methods to produce a basemap that is cost-effective and covers the entire project extent (reference **Attachment A: Map Figure – SH 130 Wastewater Extension**). The survey services shall include:
    - Coordinate with the City to obtain right-of-entry agreements from property owners where access is required to complete the survey
    - Provide horizontal and vertical control for topographic survey
    - Locate and confirm all existing utilities and appurtenances along the Project's corridor, including accessible access features to determine pipe sizes, depths, etc.
    - Topographic survey of the project limits as identified in **Attachment A: Map Figure – SH 130 Wastewater Extension**.
    - Locate all above ground planimetric features, including existing structures, edge of roads, evidence of underground utilities, overhead utilities, fences, trees 8-inch diameter and larger, ditch flowlines and other pertinent features affecting the Project's design
    - Contact Texas 811 for location of existing utilities
    - The Topographic Survey will be provided in AutoCAD format with the triangulation network for existing surface
    - Provide a signed and sealed PDF of the completed survey
  - Identify Utility Providers: Engineer will contact utility providers to begin the utilities coordination and conflict analysis task during the Preliminary Design Phase of the Project. Engineer will identify any potential utility conflicts and identify any locations in which any design phase subsurface utility engineering (SUE) services are needed. SUE services (QLA) for two potholing locations to be identified is included in this scope of services (per scope of services by Halff Associates, Subconsultant to HR Green for SUE services).
- Preliminary Alignments
  - Using the Topographic Survey and other field data, Engineer will confirm the preliminary alignment (per Map Figure: SH 130 Wastewater Extension) for the extension of the wastewater line, with consideration to minimum separation distances, storm sewer clearances, constructability/traffic control and connections and tie into existing and planned/proposed infrastructure.
- Preliminary Easement Recommendations

- Engineer will identify private properties where permanent and temporary (construction) easements will be required for City to begin coordinating.
- It is understood that City would like to pursue full access permanent easements where feasible. Once the preliminary alignment is confirmed, Engineer will provide a recommendation on the width and location of the permanent and temporary easements.
- City will be responsible for all temporary and permanent easements with Engineer providing Metes and Bounds and any survey information needed as requested by the City and as an additional service to the scoped survey services.
- Deliverables:
  - Monthly Status Report: Engineer will prepare a monthly status report each month, providing information on work performed, issues encountered, schedule and work to be completed, with each monthly invoice.
  - The Preliminary Design Phase shall function as the data gathering and project setup phase of the Project. The identified preliminary alignment will be provided as a draft for discussion in this phase. No deliverables are included or shall be submitted for City's review at this stage.

## 60% Design Phase

- 60% Design Phase Site Visit: Design engineering staff will conduct one site visit during the 60% Design Phase to verify design data and confirm the alignment of the proposed wastewater interceptor.
- Metes and Bounds: Based on the precise property boundaries established by the Topographic Survey, Engineer's RPLS will develop four (4) Metes and Bounds Descriptions and Exhibits for the City's use as needed.
- Geotechnical Investigations: Terracon Consultants, Inc (Terracon) will provide geotechnical investigation services for the project (**reference Attachment A: Map Figure – SH 130 Wastewater Extension**). Coordination with the City to obtain right-of-entry agreements from property owners where access is required to complete geotechnical investigations.
- Geotechnical services shall include:
  - Laying out soil borings in the field and coordinating with private utility locators to identify any conflicts with drilling operations.
  - Provide all necessary equipment and manpower for drilling, logging and sampling 3 soil borings to a maximum depth of 20 feet. All bore holes will be sampled using either Shelby tubes or Split-Spoon samplers as appropriate. Groundwater level measurements will be made in open boreholes during drilling and prior to plugging.
  - Field logging includes visual classification and pocket penetrometer testing.
  - Plugging all bore holes upon completing of the drilling operations.
  - Provide traffic control during drilling.

- Laboratory testing of selected samples for Atterberg limits, moisture contents, unconfined compression tests and unit weights.
- All findings and testing results will be summarized in a Geotechnical Report prepared by a licensed professional engineer which will include boring logs and Geotechnical Engineer's design recommendations for design parameters and considerations.
- Desktop Environmental Review:
  - Engineer will conduct a desktop environmental review of environmental and natural resources mapping and databases to identify project constraints. Potential sources of information include readily available records, plans from agencies responsible for environmental resources (e.g., US Fish and Wildlife Services), published reports and geographic information systems (GIS) data.
  - The results of this baseline review will be documented in a memorandum style report for future reference and compliance with environmental due diligence.
  - Site visits or field studies related to desktop environmental reviews are not included in this scope of work. Should these services be necessary, a request for additional scope will be submitted for City's approval.
  - Resources that will be reviewed include Wetlands and Streams; Floodplains; Threatened and Endangered Species; Archeological and Historic protected areas; Parkland; Regulated Materials (Contaminated Sites); Land Use; Utilities and Right of Way Review.
- Stormwater Pollution Prevention Plan (SWPPP): Engineer will prepare one (1) SWPPP to encompass the project ROW. The SWPPP will be included in the Project Manual in accordance with TxDOT requirements.
- 60% Design Phase Deliverable: The 60% Design Deliverable will include one design package for the entire project. The 60% Design Deliverables will include:
  - 60% Design Plans – An electronic PDF set comprised of plan/profile sheets, General and TCEQ Specific Construction Notes, Traffic Control Notes and Schedule and all applicable Standard and Traffic Control Detail sheets.
    - Forty-six (46) total sheets are estimated:
      - General Sheets – 16
      - Civil Sheets – 4
      - Detail Sheets – 7
      - Traffic Control Sheets – 4
      - Traffic Control Details - 15
  - 60% Project Manual – This submittal will include the compilation of Division 02 - City of Round Rock Technical Specifications by Engineer.
  - 60% Engineer's Opinion of Probable Construction Cost (EOPCC) – The 60% EOPCC will be based on the 60% design progress with added contingency that is appropriate for this stage of the project.
  - Updated Project Schedule

## 90% Design Phase

- 90% Design Phase Deliverable: The 90% Design Deliverable will include one design package for the entire project. The 90% Design Deliverable will include:
  - 90% Design Plans – An electronic PDF set comprised of Plan/Profile sheets, General and TCEQ Specific Construction Notes, Erosion and Sedimentation Control and Tree Protection sheets, Pavement Restoration sheets, Traffic Control Plans and all associated standard and project specific details.
  - 90% Project Manual – The 90% Project manual will include the compilation of Division 02 – City of Round Rock Technical Specifications and Division 03 – Special Specifications and Provisions to Standard Specifications section by Engineer.
  - 90% EOPCC and Bid Form – An updated EOPCC with unit costs based on recent bid tabulations for other similar projects in the Round Rock and the surrounding area.

## 100% Design Phase

- Permitting and Regulatory Agency Submittals: Engineer will prepare regulatory agency approval and permitting submittals to the following entities:
  - Texas Commission on Environmental Quality (TCEQ) – A construction permit approval from TCEQ is anticipated to be required for this Project. Engineer will submit for a summary transmittal letter for approval from TCEQ.
  - TxDOT ROW Permit – Engineer will utilize TxDOT RULIS (Right of Way Utility Leasing Information System) to submit a permit application to TxDOT for City authorization to allow construction within TxDOT ROWs. Awarded contractor will be required to register with RULIS and provide required information prior to construction, allowing a minimum of 15 days for TxDOT review and approval.
- 100% Design (Final) Submittal: Engineer will provide the sealed 100% Design Deliverable to conclude the Design Phase of the Project. The final deliverable will include:
  - 100% Design Plan Set – The 100% Design Plan Set will be titled the “Bid Set” for City to advertise for bids.
  - 100% EOPCC – An updated EOPCC will be provided with 10% contingency.
  - Bid Form – A copy of the Bid Form for City to advertise for bids will be provided.
  - 100% Project Manual – A sealed project manual, consisting of both documents provided by the City and documents compiled and developed by the Engineer, as outlined in the 60% and 90% design phase tasks, for the City to advertise for bids will be provided.
  - Final Project Schedule – A final project schedule for advertisement, bidding and construction completion will be provided to highlight next steps.

### **Task 3000 – Bid Phase Services**

- Attend One (1) Pre-Bid Conference: Engineer will assist the City in conducting the pre-bid conference and developing the meeting agenda.
- Prospective Bidder Correspondence: Engineer will provide correspondence to the City regarding any questions and comments during the bid period. Responses will be uploaded to Bonfire by the City.
- Issue Addenda: Engineer will prepare two (2) addendums, if needed, to address changes to bid documents during the bid phase. Any additional addenda will be considered additional services and a request for additional scope will be submitted for City's approval.
- Attend One (1) Bid Opening Meeting (Virtual): Engineer will attend one (1) bid opening meeting virtually to support the City as the technical advisor.
- Bid Tabulation and Recommendation of Award: Engineer will review and tabulate bids for responsiveness, check references and recommend a Contractor for award of the construction contract.
- Conformed Documents Deliverables: Engineer will incorporate addenda items in the contract documents and issue a "Conformed" set of plans and project manual for construction.
  - Effort to prepare addenda assume there no changes to the project design between 100% Design and bid award that are not an error or in omission. Project changes that result from questions and resultant addenda and plan document changes, are assumed to be one plan change and impacting only the plan and profile pages.
  - Engineer will provide (1) electronic copy of the conformed documents and two (2) full size 22"x34" and printed plan sets and project manuals.

### **Task 4000 – Construction Phase Services**

- Provide on-going project management for this phase of the project. This phase is expected to be completed in approximately 7 months once the Notice-to-Proceed (NTP) is issued for construction by the Cit.
- Project Meetings
  - Pre-Construction Meeting: Engineer will attend one (1) pre-construction conference with the City, Contractor and Subcontractors, and prepare the meeting agenda and minutes.
  - Monthly Progress Site Meetings: Engineer will attend seven (7) monthly progress meetings with the City, Contractor and other parties as appropriate and prepare and distribute meeting minutes. These meetings will be virtual only.
  - Construction Site Visit and Reports: Engineer will perform three (3) site visits, a maximum of 1.5 hours each, to check construction progress and verify general



conformance with the contract documents. Engineer will prepare progress reports to document the progress of the work for each construction site visit.

- Project Administration: Engineer will act as the engineer of record liaison between the City and the Contractor and facilitate the resolution of issues that come up during construction as identified by City inspection and oversight. Engineer will provide general correspondence with Client, Contractor, Subcontractors and Suppliers throughout the Project's duration.
- Schedule of Values: Engineer will review the accuracy and appropriateness of the Contractor's schedule of values and provide recommendations on the release of progress payments based on work completed and materials and equipment utilized on site.
- Submittals and Request for Information (RFIs)
  - Submittals: Engineer will review contractor submittals (up to 20 included in project fee, 0.5 hrs per submittal max assumed) and any substitutes for general conformance with the contract documents. Such review shall not extend to means, methods, techniques, sequencing, or procedures of construction or to safety precautions and programs incidental thereto.
  - Request for Information (RFI): Engineer will review and respond to RFIs (a maximum of 5 included in project fee) and recommend corrective actions on contractor-initiated claims and change orders. Two (2) change orders are included in this scope of services; additional change orders shall be considered additional services (if needed).
- Construction Schedule and Contractor's Monthly Updates: Engineer will review the construction schedule and contractor's monthly updates for general compliance with the contract documents. Engineer's review will consist of verifying that the contractor is maintaining the construction schedule to reflect actual progress and that construction milestones are being achieved in accordance with the completion dates established by the contract.
- Horizontal and vertical control will be established by the Contractor based on project survey information on the Contract documents. Engineer has not included this effort as part of this scope.
- Substantial Completion walkthrough: Engineer will attend one (1) substantial completion walkthrough, document "punch-list" items and prepare a Certificate of Substantial Completion to initiate the warranty period for the Project.
- Final Completion Walkthrough: Engineer will attend one (1) final completion walkthrough, document "punch-list" items, ensure contract closeout conformance and recommend final payment to close-out the construction contract.
- Record Drawings: Engineer will review the Contractor's redlined as-built drawings and incorporate deviations from the Construction drawings as appropriate. Engineer will deliver one set of full-size drawings in electronic (PDF) format for City's review and approval.

### 3.0 ASSUMPTIONS IN SCOPE PREPARATION

- A. The proposed size (diameter) of the SH 130 Wastewater Extension is decided by the City and Engineer is directed to extend the existing Wastewater Interceptor by designing a maximum of 1,800 LF of new 18-inch pipe, with the scope and fee based upon the alignment depicted in **Attachment A: Map Figure – SH 130 Wastewater Extension**. This Scope of Services does not include modeling or detailed capacity analysis of any existing or proposed sewer system.
- B. No storm/drainage improvements or pavement restoration beyond the restoration of the existing pavements impacted by the Project are included in this Scope of Services.
- C. The proposed Geotechnical Scope of Services (by Terracon) is based on Engineer's current understanding of the Project. If additional Geotechnical investigations beyond what is included in this Scope of Services are required, a request for additional services will be submitted to City for approval.
- D. The proposed SUE Scope of Services (by Halff) is based on Engineer's current understanding of the Project and limited to two (2) locations. If additional SUE beyond what is included in this Scope of Services are required, a request for additional services will be submitted to City for approval.
- E. Any Environmental Site Assessments (ESA) Phase 1 and Phase 2 that may be required for the Project will be considered additional services and a request for the approval of these services will be submitted to City. This scope only includes a desktop review as scooped.
- F. Archeological Field or Karst Endangered Species Habitat Surveys are not included in this Scope of Services.
- G. For the regulatory design approval from TCEQ in accordance with Texas Administrative Code §217 Subchapter A: Administrative Requirements only, an Engineering Report is not anticipated to be required by TCEQ for approval. If TCEQ requests an Engineering Report that highlights the project design, a request for additional services will be submitted for City's approval.
- H. For TxDOT approval for construction, the RULIS online system will be utilized for all TxDOT permitting and will require both the City and awarded contractor to provide required information.
- I. Hard copies of technical and contract documents other than those defined in Bid Phase Services are not included in this Scope of Services.
- J. Property Owner Discussions are not included in this Scope of Services.
- K. Wetlands, surface or groundwater streams investigations, assessments, tests, studies and permitting are not included in this Scope of Services.
- L. Floodplain investigations, assessments, studies, permitting and reports are not included in this Scope of Services.





- M. Supplemental engineering work required to meet the requirements of regulatory or funding agencies that become effective subsequent to the date of this agreement are not included.
- N. Construction oversight or inspection services or resident construction observation is not included in this Scope of Services.

#### **4.0 PROFESSIONAL SERVICES FEE**

- A. The fee for services will be based on the Master Services Agreement (MSA) and scope of services as defined herein. Time and material basis with a fee not to exceed of **\$316,716.50, included by task in Exhibit D – Fee Schedule.**

Supplementary Services may be identified during the design process and if required will be negotiated and added separately to the above total amount.

#### **5.0 SCHEDULE**

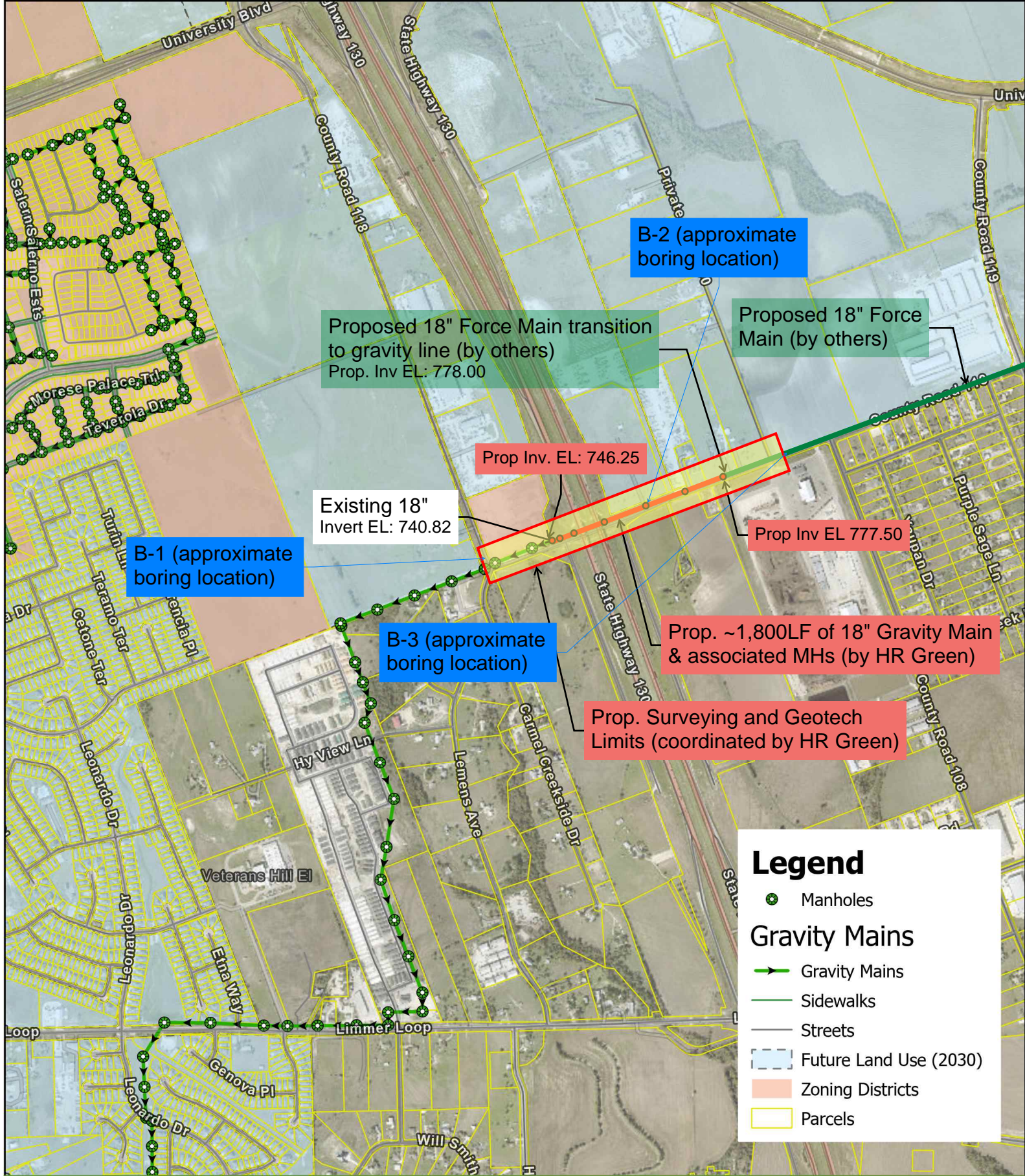
The anticipated project schedule is attached to this Scope of Services (**Exhibit C: Work Schedule**).

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**ATTACHMENT A**  
**MAP FIGURE: SH 130 Wastewater Extension**

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## Legend

● Manholes

## Gravity Mains

→ Gravity Mains

— Sidewalks

— Streets

Future Land Use (2030)

Zoning Districts

Parcels



City of Round Rock - April 2025  
SH130 WW Extension

0 1,000 2,000  
Feet



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**EXHIBIT C**  
**WORK SCHEDULE**

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# SH 130 Wastewater Extension Project

ID	Task Name	Duration	Start	Finish	Timeline																								
					2025 Aug	Sep	Qtr 4, 2025			Qtr 1, 2026			Qtr 2, 2026			Qtr 3, 2026			Qtr 4, 2026			Qtr 1, 2027			Qtr 2, 2027				
					Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May			
0	SH130 Wastewater Extension	450 days	Tue 9/2/25	Mon 5/24/27																									
1	Project Management	450 days	Tue 9/2/25	Mon 5/24/27																									
2	Design phase	180 days	Tue 9/2/25	Mon 5/11/26																									
3	30% Preliminary Design Phase	60 days	Tue 9/2/25	Mon 11/24/25																									
4	60% Design	60 days	Tue 11/25/25	Mon 2/16/26																									
5	90% Design	40 days	Tue 2/17/26	Mon 4/13/26																									
6	100% Design	20 days	Tue 4/14/26	Mon 5/11/26																									
7	Bid Phase	60 days	Tue 5/12/26	Mon 8/3/26																									
8	Bid Advertisement	22 days	Tue 5/12/26	Wed 6/10/26																									
9	Bid Award	18 days	Thu 6/11/26	Mon 7/6/26																									
10	TxDOT ROW Permit	15 days	Tue 7/14/26	Mon 8/3/26																									
11	Construction Phase	210 days	Tue 8/4/26	Mon 5/24/27																									
12	NTP to Substantial Completion	180 days	Tue 8/4/26	Mon 4/12/27																									
13	Substantial Completion to Final	30 days	Tue 4/13/27	Mon 5/24/27																									
14	Post Construction Phase	30 days	Tue 4/13/27	Mon 5/24/27																									
15	Record Drawings	30 days	Tue 4/13/27	Mon 5/24/27																									

**Note:** This schedule was prepared to include reasonable allowances for review and approval times required by the City and public authorities having jurisdiction over the project. This schedule shall be equitably adjusted as the project progresses, allowing for changes in the scope of the project requested by the Engineer or for delays or other causes beyond the control of COMPANY.

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## EXHIBIT D

### FEE SCHEDULE

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<b>Project Name:</b>		SH 130 Wastewater Extension				
		<b>Total</b>	<b>Total</b>	<b>Other</b>		
<b>Task</b>		<b>Labor Hours</b>	<b>Loaded Labor Cost</b>	<b>Direct Costs</b>	<b>Subconsultants</b>	<b>TOTALS</b>
<b>Task 1000: Project Management</b>		<b>116.00</b>	<b>\$24,008.00</b>	<b>\$520.00</b>	<b>\$0.00</b>	<b>\$24,644.00</b>
<b>Task 2000: Design Phase Services (30/60/90/100%)</b>		<b>1,080.50</b>	<b>\$186,590.50</b>	<b>\$730.00</b>	<b>\$0.00</b>	<b>\$187,320.50</b>
	30% Preliminary Design	205.50	\$37,132.00			
	60% Design	417.00	\$71,459.00			
	90% Design	341.00	\$58,010.50			
	100% Design	117.00	\$19,989.00			
	Topographic Survey Services (per Attachment A - Map Figure)		<b>\$25,000.00</b>			<b>\$25,000.00</b>
	Metes & Bounds Exhibits (4 assumed)		<b>\$8,000.00</b>			<b>\$8,000.00</b>
	Geotechnical Investigations				<b>\$10,000.00</b>	<b>\$10,000.00</b>
	Subsurface Utility Engineering (SUE)				<b>\$17,185.00</b>	<b>\$17,185.00</b>
<b>Task 3000: Bid Phase Services</b>		<b>62.00</b>	<b>\$12,836.00</b>	<b>\$383.00</b>		<b>\$13,219.00</b>
<b>Task 4000: Construction Phase Services</b>		<b>143.00</b>	<b>\$30,480.00</b>	<b>\$868.00</b>		<b>\$31,348.00</b>
<b>GRAND TOTAL:</b>		<b>1,401.50</b>	<b>\$286,914.50</b>	<b>\$2,501.00</b>	<b>\$27,185.00</b>	<b>\$316,716.50</b>

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**EXHIBIT E**  
**CERTIFICATE OF INSURANCE**

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/16/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Holmes Murphy & Associates 2727 Grand Prairie Parkway Waukegan IA 50263	<b>CONTACT NAME:</b> Sandra Molina <b>PHONE (A/C, No, Ext):</b> 319-896-7707 <b>E-MAIL ADDRESS:</b> smolina@holmesmurphy.com	<b>FAX (A/C, No):</b>
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> Travelers Property Casualty Co. America		25674
<b>INSURER B:</b> XL Specialty Insurance		37885
<b>INSURER C:</b> Zurich American Insurance Company		16535
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**COVERAGES****CERTIFICATE NUMBER:** 127226000**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			GLO373096715	1/1/2025	1/1/2026	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
C	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BAP373096815	1/1/2025	1/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP8S97473325NF	1/1/2025	1/1/2026	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	WC373096615	1/1/2025	1/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B	Professional Liability (Claims Made Coverage)			DPR5037729	1/1/2025	1/1/2026	Per Claim Aggregate 5,000,000 10,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

2303503: Round Rock, TX - General Water, SH130 Wastewater Extension, Reuse Water RFQ.  
City of Round Rock is an Additional Insured on general liability, auto liability, & umbrella liability as required by written contract with the insured, per policy terms and conditions. General liability, auto liability, & umbrella liability includes an endorsement providing 30 days' notice of cancellation 10 days' for non-payment will be furnished to the certificate holder.

**CERTIFICATE HOLDER****CANCELLATION**

City Manager City of Round Rock 221 E. Main St. Round Rock TX 78664	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>Kari Coolidge</i>
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