

EXHIBIT

A

STATE OF TEXAS

§

COUNTY OF WILLIAMSON

§

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

FIRM: CAROLLO ENGINEERS, INC. (“Engineer”)

ADDRESS: 10900 Stonelake Boulevard Building 2, Suite 126, Austin, TX 78759

PROJECT: Hesters Crossing and CR 172 Water System Improvements (GR-07)

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 Carollo Engineers, Inc., hereinafter called the “Engineer.”

WHEREAS, the City and Engineer executed a Contract for Engineering Services, hereinafter called the “Contract,” on the 28th day of February, 2025 for the Hesters Crossing and CR 172 Water System Improvements (GR-07) Project in the amount of \$98,937.00; 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 \$266,300.00 to a total of \$365,237.00;

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

I.

Article 1, City Services and Exhibit A, City Services shall be amended as set forth in the attached Addendum To Exhibit A.

II.

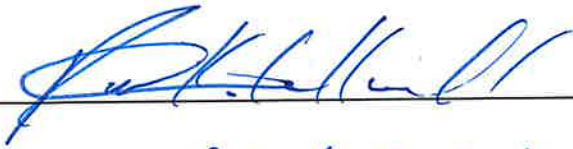
Article 2, Engineering Services and Exhibit B, Engineering Services shall be amended as set forth in the attached Addendum to Exhibit B. Exhibit C, Work Schedule shall be amended as set forth in the attached Addendum to Exhibit C.

III.

Article 4, Compensation and Exhibit D, Fee Schedule shall be amended by increasing by \$266,300.00 the maximum amount payable under the Contract for a total of \$365,237.00, as shown by the attached Addendum to Exhibit D.

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

CAROLLO ENGINEERS, INC.

By: 

Printed Name: Robert K. Collwell

Title: Vice President

Date Signed: 3/17/2026

Hani E. Michel

Hani E. Michel

Senior Vice President

3/17/2026

CITY OF ROUND ROCK

APPROVED AS TO FORM:

By: _____
Craig Morgan, Mayor

Stephanie L. Sandre, City Attorney

Date

ADDENDUM TO EXHIBIT A CITY SERVICES

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

- Designate a person to act as City's representative with respect to the services to be performed or furnished by the Engineer. This representation will have authority to transmit instructions, receive information, interpret, and define City's policies and decisions with respect to engineering services.
- City will participate in meetings and facilitate the sharing of information, provide guidance, and respond to requests for information.
- City will assist in the acquisition of Right of Entry required for surveying and geotechnical engineering services.
- City will provide relevant records and as-built drawings to the Consultant.
- City will provide timely review of deliverable. City will provide review comments on deliverables in writing within two weeks of delivery.
- Engineer assumes all legal acquisition of new easements, whether permanent or temporary for construction, will be provided by others as determined by the City.

ADDENDUM TO EXHIBIT B ENGINEERING SERVICES

CITY OF ROUND ROCK HESTER'S CROSSING AND CR172 WATER SYSTEM IMPROVEMENTS ENGINEERING SERVICES FEBURARY 2026

SCOPE OF WORK

PROJECT DESCRIPTION

Carollo Engineers (Engineer) will provide design services related to the Hester's Crossing project (GR-07) identified in the City of Round Rock's (Owner) 2023 Water Distribution System Master Plan update, dated January 2024. This project will consist of the detailed design and construction support for the design recommendations provided in the Hester's Crossing and CR172 Water System Improvements Basis of Design Report (BODR), dated October 2025. The pipeline facilities will be owned and operated by the City of Round Rock (Owner). The following tasks are included in this scope of services:

- Task 1.00 – Project Management
- Task 2.00 – Preliminary (30%) Design
- Task 3.00 – Final Design
- Task 4.00 – Bid Phase Services
- Task 5.00 – Construction Phase Support

TASK 1.00 PROJECT MANAGEMENT

Engineer will provide project management services to facilitate efficient project completion. Engineer's efforts will include the following activities, and will be based on the assumptions as stated, where applicable.

Task 1.01 – Team Project Management

Engineer will hold bi-monthly internal coordination meetings with the project team to track project deliverable progress and facilitate internal design coordination. The Engineer will prepare and maintain, in electronic PDF format, a detailed project schedule that includes all design phases of the project and the essential tasks associated with each, in order to illustrate Engineer's overall plan for the execution of the work, and its anticipated duration. Engineer will update the design project schedule in conjunction with the completion of each major project milestone.

Task 1.02 – Prepare and Submit Invoices

Engineer will prepare and submit monthly invoices to the Owner for review and processing. Invoices will be based on Time and Materials, as completed through the end of the prior month. This task assumes submission of a maximum of ten (10) status reports.

Task 1.03 – Kickoff Meeting

Engineer will conduct a kickoff meeting at the onset of the project to confirm the scope of work, review contractual responsibilities, confirm goals, and clarify questions. Scope assumes one (1) meeting with the Owner with attendance by maximum of three (3) Engineer representatives. Following the meeting, Engineer will prepare and distribute a written meeting summary, formatted to track action items, key decisions, and Owner comments, in electronic PDF format to Owner.

Task 1.04 – Monthly Status Meetings

Engineer will conduct monthly status meeting with the Owner, to be held virtually, for the purpose of updating Owner regarding project status, reviewing project deliverables, and as a forum for discussing any questions or outstanding issues identified by Owner or Engineer during the course of the work. Following the meeting, Engineer will prepare and distribute a written meeting summary, formatted to track action items, key decisions, and comments, in electronic PDF format to the Owner. Assume attendance by maximum of three (3) Engineer representatives for a maximum of ten (10) monthly meetings with Owner.

TASK 2.00 PRELIMINARY (30%) DESIGN

Engineer will conduct the preliminary design based on the BODR. The preliminary design will include the development of project alignment options and their subsequent evaluation. The Engineer will evaluate the option to reuse the existing City of Round Rock/City of Austin interconnect easement as a part of the routing evaluation. This task assumes the Engineer and Owner will have at least one (1) pre-submittal routing meeting and subsequent meetings as needed to agree upon a horizontal alignment. The Engineer assumes there will be one (1) coordination meeting with the Owner and the City of Austin for the option to reuse the interconnect easement, if selected. Additionally, the Engineer will evaluate the pipeline and PRV assembly size during the preliminary design using the modeling performed for the BODR as the baseline. It is assumed that the PRV assembly will be sized to fall within the City's standard details.

The preliminary design will consist of 30% design drawings and a 30% opinion of probable construction cost (OPCC). Engineer will perform preliminary design tasks related to anticipated major project components, including those associated with the civil, process mechanical, and structural disciplines. Anticipated project components for Engineer's consideration during the preliminary engineering design phase include:

- Connection to the existing waterline at the intersection of CR172 and Hesters Crossing Road
- Design of Approximately 2,700 LF of DI Pipe
- Pressure Reducing Valve Vault Process and Structural review based on City's standard details
- Connection to the existing waterline North of W Louis Henna Blvd near Frontera Drive.

A topographic and boundary survey will be provided during the preliminary design of the project. The meets and bounds surveys required for easement acquisition and the geotechnical engineering services will begin once the Owner has agreed with the Engineer on a horizontal alignment.

Task 2.01 – Prepare Draft Design Package

The Engineer will develop and deliver a design developed to a level of detail consistent with a 30% design milestone. The 30% design will cover plan-view routing, sizing of the pipeline, sizing of the PRV assembly, and will reflect decisions made by the Owner on planned easement and ROW use. The 30% design package will be submitted to the Owner for review and comment. The Engineer will conduct a review meeting with the Owner to review the 30% deliverables. The scope assumes one (1) review meeting with the Owner during the monthly status meeting, with attendance by maximum of three (3) Engineer's representatives.

Task 2.02 – 30% OPCC

Engineer will prepare a detailed opinion of probable construction cost for the project based on a 30% level of design. Assume opinion of probable construction cost will be developed in accordance with the accepted industry-standard practice for the State of Texas and will be consistent with Association for the Advancement of Cost Engineering (AACE) standards for a Class 3 estimate.

Task 2.03 – Quality Management Review – 30% Design Package

Engineer will perform a quality management review of the 30% deliverable prior to submission. All documents will be reviewed for clarity, completeness, consistency, cross-discipline coordination, and constructability. Engineer will retain all quality review documentation as electronic PDF files.

TASK 3.00 FINAL DESIGN

It is assumed that the final design will be delivered in a maximum of three (3) final design deliverables. These deliverables are anticipated to be:

- 60% Design Package

- 90% Design Package
- 100% Design Package

Each design package will include all necessary plans, sections, details, and notes, using electronic (CAD) software following the City CAD standards. Assume use of City's standard details, and supplement with the Engineer's standard details as needed.

Engineer's design will reference City specifications. If required, the Engineer will prepare Special Provisions specifications to modify standard City specifications. Supplemental specifications created using the Engineer's in-house standard specifications, modified to accommodate the specifics of the project, will be prepared on an as needed basis.

Engineer will conduct a detailed design, which will involve the development of project concepts as defined in the BODR and the 30% design package. Engineer will perform all design tasks related to anticipated major project components outlined in Task 2.0. Assume the contractor will provide a traffic control plan and the stormwater pollution prevention plan (SWPPP) for this project.

Task 3.01 – 60% Design Package

Based on comments received as part of the Owner's 30% design review, the Engineer will develop and deliver a design package, including drawings and specifications (as required), developed to a level of detail consistent with a 60% design milestone. The 60% design package will be submitted to the Owner for review and comment. The Engineer will conduct a review meeting with the Owner to review the 60% deliverables. The scope assumes one (1) review meeting with the Owner during the monthly status meeting, with attendance by maximum of three (3) Engineer's representatives.

Task 3.02 – 60% OPCC

Engineer will prepare a detailed opinion of probable construction cost for the project based on a 60% level of design. Assume opinion of probable construction cost will be developed in accordance with the accepted industry-standard practice for the State of Texas and will be consistent with Association for the Advancement of Cost Engineering (AACE) standards for a Class 2 estimate.

Task 3.03 - Quality Management Review – 60% Design Package

Engineer will perform a quality management review on each of the 60% deliverables prior to submission. All documents will be reviewed for clarity, completeness, consistency, cross-discipline coordination, and constructability. Engineer will retain all quality review documentation as electronic PDF files.

Task 3.04 – 90% Design Package

Based on comments received as part of the Owner's 60% design review, the Engineer will develop and deliver a design package, including drawings and specifications (as required), developed to a level of detail consistent with a 90% design milestone. The

90% design package will be submitted to the Owner for review and comment. The scope assumes one (1) review meeting with the Owner during the monthly status meeting, with attendance by maximum of three (3) Engineer's representatives.

Task 3.05 – 90% OPCC

Engineer will prepare a detailed opinion of probable construction cost for the project based on a 90% level of design. Assume opinion of probable construction cost will be developed in accordance with the accepted industry-standard practice for the State of Texas and will be consistent with Association for the Advancement of Cost Engineering (AACE) standards for a Class 1 estimate.

Task 3.06 - Quality Control Review – 90% Design Package

Engineer will perform a quality control review on each of the 90% deliverables prior to submission. The Engineer's 90% quality control review will be performed by senior engineers of the appropriate design disciplines who were not directly involved in the design of the Project. All documents will be reviewed for clarity, completeness, consistency, cross-discipline coordination, and constructability. Engineer will retain all quality review documentation as electronic PDF files.

Task 3.07 – 100% Design Package (Bid Set)

Based on comments received as part of the Owner's 90% design review, the Engineer will develop and deliver a design package, including drawings and specifications, developed to a level of detail consistent with a 100% design milestone. The 100% design package will be bid ready. The scope assumes one (1) review meeting with the Owner during the monthly status meeting, with attendance by maximum of three (3) Engineer's representatives.

Task 3.08 – Permitting Assistance

Engineer will assist the Owner in coordinating and preparing any permit applications that may be required by TCEQ and TxDOT. Specific services included in this scope include submittal assistance, submittal review, and associated technical support. Permit application fees are by others.

The scope assumes four (4) permit support meetings including two (2) meetings with TxDOT, attended by a maximum of (2) Engineer's representatives.

TASK 4.00 BID PHASE SERVICES

Engineer will assist with the administration of the project bid phase, to facilitate Owner's solicitation, receipt, and acceptance of prospective bids for project construction. Engineer's bid phase support efforts will include the following activities, and will be based on the assumptions as stated, where applicable:

Task 4.01 – Pre-Bid Conference

Engineer will assist Owner in scheduling, developing agenda, and conducting a Pre-Bid Conference for prospective bidders, to be held at the project site. Pre-Bid Meeting items

will be addressed by Engineer via addenda. Assume attendance by maximum of two (2) Engineer representatives.

Task 4.02 – Respond to Bidder Questions and Prepare Addenda

Engineer will review questions submitted by prospective bidders and develop addenda documentation in electronic PDF format, including responses, clarifications and/or modifications to the construction drawings and/or technical specifications, as deemed necessary to address questions and provide technical interpretation of the contract bid documents, prior to bid opening. Engineer will work through the Owner for receiving and answering questions and requests for additional information from prospective bidders. Assume prospective bidder question period will terminate no later than one (1) week prior to the published bid date. Assume preparation of two (2) major addenda (i.e., involving drawing or specification changes). Assume all addenda will be approved by the Owner, and the Owner will be responsible for distribution of all addenda documentation in electronic (PDF) format to all plan holders.

Task 4.03 – Conformed Documents

Engineer will prepare and submit set of conformed construction documents, incorporating all revisions made by addenda, to Owner. Assume delivery in electronic PDF format, to be utilized by Owner and selected general contractor for the execution of the construction contract. Assume Owner shall be responsible for preparing and issuing the notice to proceed, and for all contract preparations with the selected general contractor.

TASK 5.00 CONSTRUCTION PHASE SUPPORT

Engineer shall provide ongoing engineering support to the Owner through the duration of the project. This support will include submittal review, RFI support and response, periodic construction observation, and record drawings.

Task 5.01 – Submittal Review

Engineer shall review submittals including shop drawings, samples, requests for product and/or equipment substitutions, operation and maintenance manuals, warranty documentation, etc., as specified by the contract documents and technical specifications. Engineer's submittal review shall be for general compliance with the contract documents only and shall in no way relieve the selected supplier/contractor from his performance responsibility, nor guarantee that the work covered by the submittal is free of errors, inconsistencies, or omissions. Engineer shall subsequently prepare and distribute formal written review responses, in electronic format (PDF), to the Owner, and shall maintain a log to track the status of all submittals. Assume review and response to maximum of 25 submittals, including re-submittal documents.

Task 5.02 – Contractor RFI Response

At the direction of the Owner, the Engineer shall review requests for information (RFI) received from supplier/contractor. Engineer shall conduct sufficient examination of the issue(s) posed in the RFI, and shall develop a proposed interpretation of the contract documents, as they pertain to the RFI. Engineer shall inform Owner of proposed response and shall recommend action, if applicable. Engineer shall subsequently prepare and distribute formal written response, in electronic format (PDF), to Owner, and shall maintain a log to track the status of all RFIs. Assume review and response to maximum of 5 RFIs.

Task 5.03 – Change Order Support

Engineer shall review change order requests from the selected general contractor, and shall advise the Owner as to the potential impact(s) of the proposed change order. Engineer shall conduct examination of the item(s) and/or costs proposed in the change order request and shall obtain additional information as may be considered reasonably necessary to evaluate the basis for the selected general contractor's proposal. Engineer shall then develop a proposed interpretation of the contract documents, as they pertain to the proposed change order, as well as a summary of the potential cost and/or schedule implications. Engineer shall subsequently make recommendations to Owner regarding acceptability of the proposed change order. Assume review and response to maximum of one (1) change order. Assume any engineering services associated with change order evaluation and/or implementation, including claims resolution and/or litigation assistance, requested of Engineer by Owner will constitute additional services.

Task 5.04 – Periodic Construction Observation

At the request of the Owner, the Engineer shall conduct periodic on-site observation of the construction. The observation will be for the purpose of determining if the work generally conforms to the contract for construction and is consistent with the integrity of the design concept as reflected in the individual design packages. It is assumed that Owner will be responsible for overall construction management and on-site inspection. The Engineer will conduct up to four (4) site visits to support construction activities. It is anticipated that these visits will be in support of the following tasks:

- Observation of key milestones associated with the design packages.
- Final completion walkthrough with Owner.

Task 5.05 – Record Drawings

Engineer shall prepare the construction record drawings using electronic redline drawing as-built documentation provided by the contractor and/or Owner's inspectors. Engineer shall subsequently submit record drawings to the Owner. Assume an electronic copy in PDF format and CAD files in the City format.

PROJECT FEES

The fee schedule in Exhibit C lists the man-hour rates and fees that will be applied for this project. The subconsultant quotes for this project are also provided in Exhibit C. Invoices will be submitted monthly for man-hours and expenses expended in that month. The project fee, for basic services, is based on a time and materials total amount of \$266,300.

WORK SCHEDULE

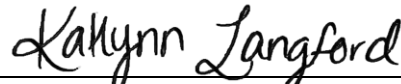
The estimated design duration is provided in Exhibit D.

Sincerely,

CAROLLO ENGINEERS, INC.



Robert Cullwell, P.E.
Vice President



Katlynn Langford, P.E.
Project Manager

ADDENDUM TO EXHIBIT C WORK SCHEDULE

The estimated design duration is approximately 10 months from notice to proceed (NTP), including surveying and geotechnical engineering services. Projections of task completion in months after NTP are estimated as follows:

Design Duration	
Task	Duration (months)
30% Design ⁽¹⁾	2.5
<i>30%-60% Client Comment Duration</i>	0.5
60% Design ⁽²⁾	3
<i>60%-90% Client Comment Duration</i>	0.5
90% Design	2
<i>90%-100% Client Comment Duration</i>	0.5
100% Design	1
Total Design Duration	10
<p><u>Notes:</u></p> <ol style="list-style-type: none"> 1. The 30% design duration includes 1 month for topographic and boundary survey. The survey duration estimate begins after the surveyors have obtained right of entry for the survey area. Land owners delaying permission to survey their land can result in schedule delays. 2. The 60% design duration includes 2 months for geotechnical engineering services. The geotechnical engineering services will begin once the Owner has decided on a horizontal alignment during the 30% design phase and right of entry for borings has been granted. 	

**ADDENDUM TO EXHIBIT D
Fee Schedule**

Attached Behind This Page



Exhibit C Fee Schedule

City of Round Rock - Hester's Crossing and CR172 Water System Improvements

Project Role - Project Team Member		Principal in Charge - Hani Michel	Technical Lead - Rob Cullwell	Project Manager / Lead Engineer - Katlynn Langford	Engineer-in-Training Support	Structural Engineering	Hydraulic Modeling - Richard Humphries	Jr. Hydraulic Modeler - Brett O' Hair	Project Level OC Team	Sr. CAD Tech	Admin and Document Processing	Total Labor (hours)	Total Labor	
Task	Sub													
1.00		Project Management	6	12	60	0	0	0	0	0	11	89	\$ 19,400.00	
1.01		Team Project Management	0	0	36	0	0	0	0	0	0	36	\$ 7,200.00	
1.02		Prepare and Submit Invoices	0	0	10	0	0	0	0	0	9	19	\$ 3,200.00	
1.03		Kickoff Meeting	2	2	4	0	0	0	0	0	2	10	\$ 2,400.00	
1.04		Monthly Status/Review Meetings	4	10	10	0	0	0	0	0	0	24	\$ 6,600.00	
2.00		Preliminary 30% Design	1	10	40	8	0	8	14	0	30	6	116.5	\$ 24,800.00
2.01		Prepare Draft Design Package	0	6	36	8	0	8	14	0	30	4	106	\$ 22,100.00
2.02		Opinion of Probable Cost - 30% Design Level	0	1	4	0	0	0	0	0	0	0	5	\$ 1,100.00
2.03		Quality Management Review - 30% Design Package	1	3	0	0	0	0	0	0	2	6	\$ 1,600.00	
3.00		Final Design	10	26	129	70	6	0	0	20	277	22	559	\$ 119,200.00
3.01		60% Design Package	2	4	56	34	4	0	0	0	119	5	224	\$ 45,800.00
3.02		Opinion of Probable Cost - 60% Design Level	1	2	6	0	0	0	0	0	0	0	0	\$ 2,200.00
3.03		Quality Management Review - 60% Design Package	2	6	0	0	0	0	0	0	4	0	12	\$ 3,200.00
3.04		90% Design Package	2	2	33	28	2	0	0	112	5	0	184	\$ 37,500.00
3.05		Opinion of Probable Cost - 90% Design Level	1	2	8	0	0	0	0	0	0	0	0	\$ 2,600.00
3.06		Quality Control Review - 90% Design Package	2	4	8	0	0	0	20	0	4	0	38	\$ 10,700.00
3.07		100% Design (Bid Set)	0	2	14	8	0	0	0	46	4	0	74	\$ 15,200.00
3.08		Permitting Assistance	0	4	4	0	0	0	0	0	0	0	8	\$ 2,100.00
4.00		Bid Phase Services	1	6	14	0	0	0	0	12	0		33	\$ 7,600.00
4.01		Pre-Bid Conference	0	2	4	0	0	0	0	0	0	0	6	\$ 1,400.00
4.02		Respond to Bidder Questions and Prepare Addenda	1	4	8	0	0	0	0	8	0	0	21	\$ 4,900.00
4.03		Conformed Documents	0	0	2	0	0	0	0	4	0	0	6	\$ 1,300.00
5.00		Construction Phase Support	4	39	64	21	4	0	0	30	6		168	\$ 38,300.00
5.01		Submittal Review	0	12	30	16	4	0	0	0	0	0	62	\$ 13,500.00
5.02		RFI Response	1	5	5	5	0	0	0	0	0	0	16	\$ 3,700.00
5.03		Change Order Review	3	4	8	0	0	0	0	0	2	0	17	\$ 4,200.00
5.04		Periodic Construction Observation	0	16	16	0	0	0	0	0	0	0	32	\$ 8,300.00
5.05		Record Drawings	0	2	5	0	0	0	0	30	4	0	41	\$ 8,600.00
		Total Hours	21	87	293	99	10	8	14	20	337	45	933	\$ 209,300.00

Expense Breakdown	Description	Quantity	Price	Markup	Total
Mileage	Personal vehicle mileage	480	\$ 0.66	0 %	\$ 316.80
Surveyor - Unitech Consulting Engineers, Inc	Topographic and Boundary Survey for Design	1	\$ 25,902	10%	\$ 28,492.20
	Survey for Easement Creation	1	\$ 5,984	10%	\$ 6,582.40
	Potholes (4 total)	1	\$ 2,400	10%	\$ 2,640.00
Geotechnical Engineer - Balcones Geotechnical		1	\$ 16,795	10%	\$ 18,474.50
Sub Expense					\$ 57,000

Total Fee \$ 266,300



UNINTECH CONSULTING ENGINEERS, INC.

STRUCTURAL • CIVIL • SURVEYING

November 14, 2025
REV: January 16, 2026

Ms. Katy Langford, PE
Carollo Engineers
10900 Stonelake Blvd., Bldg. 2, Ste. 126
Austin, TX 78759

Re: City of Round Rock – Hester’s Crossing Project

Unintech Consulting Engineers, Inc. (UCE), is pleased to submit this proposal to provide Professional Surveying Services in connection with the project cited above. The project involves the installation of a proposed pipeline and connection to a PRV. The planned pipeline corridor encompasses an area yet to be precisely determined but falls within the limits illustrated in the aerial image contained herein and the surveying services proposed herein are constrained to these limits.

UCE understands the following items constitute a description and scope of the surveying services requested and will proceed with a topographic survey consisting of the following tasks:

Topographic and Boundary Survey for Design

Task 1 – Site Research/Right-of-Entry

- Research Williamson County Appraisal District and TXDOT records to obtain property ownership information/data and boundary/limits of right-of-way.
- Research Williamson County Real Property Records to obtain record data of easements and other encumbrances located within project limits.
- Coordinate with City of Round Rock and property owners to obtain all required rights of entry necessary to perform the surveying services.
- Contract with a Subsurface Utility Engineering (SUE) firm to compile record utility location information from appropriate stakeholders as available in an effort to determine utility locations within the limits of survey.

Task 2 – Survey Control

- Primary Survey Control will be established by UCE within 300 feet of and throughout the project site.
- Secondary Control may be placed as necessary to complete the survey.
- This control will be used in collection of boundary/right-of-way, topographic, utility, and planimetric survey data and may be utilized in support of future construction.
- Control Sheets will be provided and will be signed/sealed upon survey completion

Task 3 – Data Collection

- Recover sufficient evidence (property corners, fences, existing centerlines, record information) to establish the tract boundaries, existing survey related title encumbrances (existing easements, etc.), and right-of-way within the survey limits.



Ms. Katy Langford, PE
Carollo Engineers
10900 Stonelake Blvd., Bldg. 2, Ste. 126
Austin, TX 78759

Task 3 – Data Collection (cont.)

- Planimetric: Locate all relevant, visible, man-made improvements within the survey limits
- Locate marked and above ground evidence of utilities to include applicable inverts.
- Topographic: Cross Sections along the route will be obtained at 50-foot intervals, with additional sections obtained at grade breaks. Obtain sufficient elevation positions to map existing ground conditions to create DTM which shall include break lines, etc. to develop a contour plan with a one (1) foot interval.

Task 4 – QA/QC and Project Deliverables

- UCE will employ our standard quality assurance and control measures throughout the completion of Professional Surveying Services for this project.
- Deliverables to include AUTOCAD Civil 3D Exhibit drawings detailing the results of the field survey to include the planimetric data, topographic data, and a project layout sheet including the aforementioned control data sheets.
- All deliverables will be digital files only. Digital File Copies for the Survey (.DWG & .PDF), a point file, digital photograph files, and copies of field book notes (if requested) will be provided.

We propose to provide the above described services for an estimated fee of: **\$25,902.00**

Supplemental Services To Be Approved By The Engineer:

Easement Creation

Task 1 – Preparation of Project Deliverables

- Coordinate with the project engineer following approval of the final design to determine final easement locations.
- Create signed and sealed Survey Exhibits and Metes & Bounds descriptions of Permanent and Temporary Construction Easements.

Task 2 – Easement Monumentation

- Field crew will return to the site(s) to set boundary monuments as required to meet TBPLS requirements.

The above-described services are proposed to be provided for the following estimated fees, each corresponding to the scope option selected by the Client:

- **WITHOUT inclusion/repurposing of COA easement** **Task Fee: \$5,984.00**
- **WITH inclusion/repurposing of COA easement** **Task Fee: \$4,872.00**



Ms. Katy Langford, PE
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10900 Stonelake Blvd., Bldg. 2, Ste. 126
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SUE QL 'A'/'B'

Task 1 – Data Collection

- Contract with a Subsurface Utility Engineering (SUE) firm to conduct four (4) utility pothole excavations at designated locations within survey limits.
- UCE will field locate the pothole locations once excavation, inspection, and filling are completed.

Task 2 – Preparation of Deliverables

- UCE will coordinate with said SUE contractor and Project Engineer to ensure documentation of excavation results is provided.
- UCE will update project files with pothole locations and deliver to the Project Engineer.

We propose to provide the above described services for an estimated fee of: **\$2,400.00**

Excluded (Not Proposed For):

- Geotechnical Support
- Construction Staking
- Any tasks or items not specifically listed in the Base Services and/or outside the survey limits depicted herein

Fee Proposal Notes and Assumptions:

- Right-of-Entry (ROE) permits/access to the sites will be secured before any field work is to begin. Project Engineer has indicated that the City of Round Rock will coordinate with UCE and assist with ROE acquisition attempts.
- This proposal assumes that all potholing activities will occur in locations where traffic control is not required. If traffic control becomes necessary, such services shall be deemed additional services and provided under a separate fee proposal

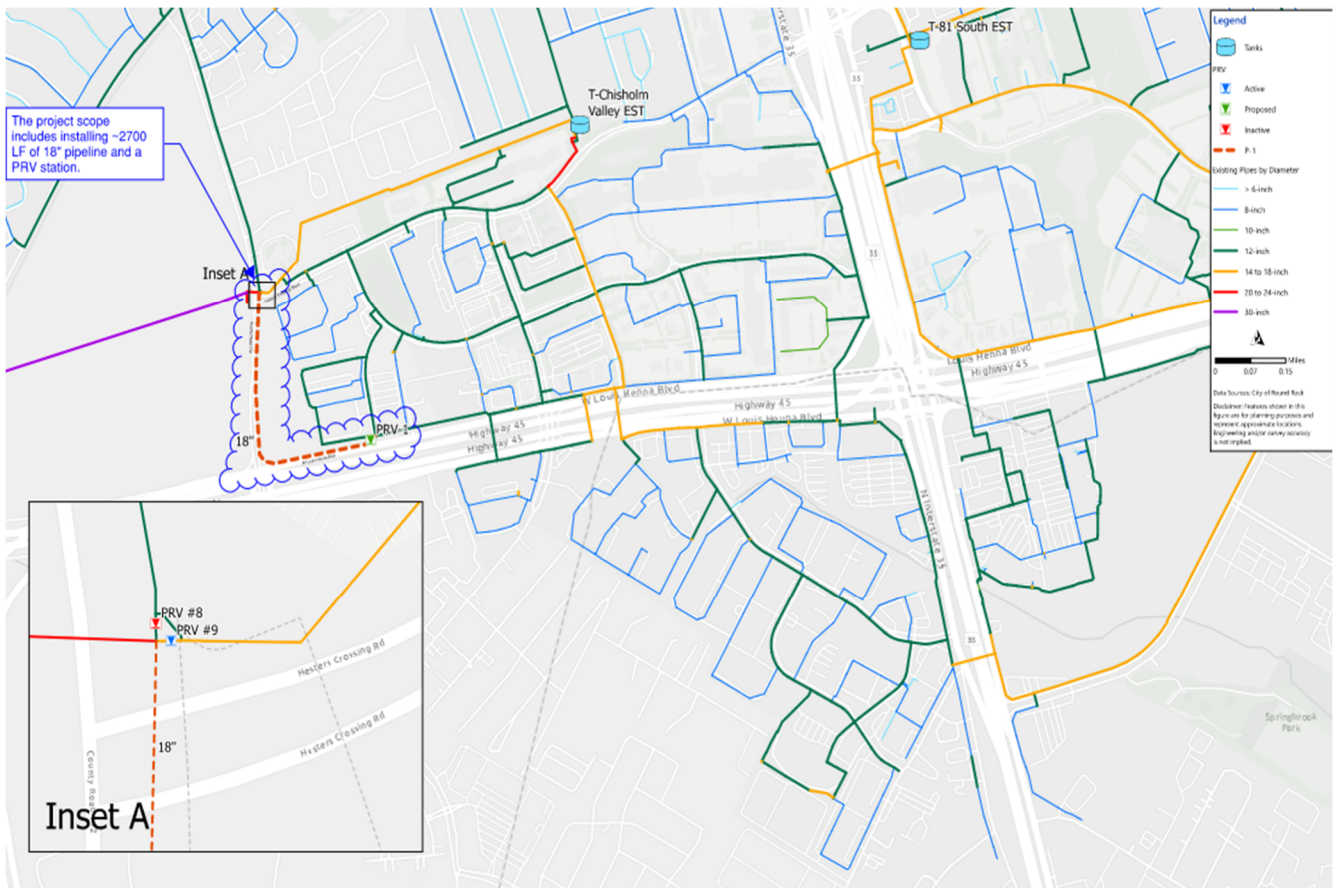


UNINTECH CONSULTING ENGINEERS, INC.

STRUCTURAL • CIVIL • SURVEYING

Ms. Katy Langford, PE
Carollo Engineers
10900 Stonelake Blvd., Bldg. 2, Ste. 126
Austin, TX 78759

PROJECT LIMITS



Any additional items requested that are not outlined in the above scope would be considered additional services and would be provided via a separate fee proposal.

Should the terms within this proposal meet with your approval, please sign where indicated, scan and return the signed copy to UCE at your convenience. We appreciate the opportunity to prepare this proposal and look forward to working with you on another site.

Thank you for this opportunity. If you have any questions or need additional information, please do not hesitate to contact me.

Sincerely,

Daniel Davis, RPLS
UNINTECH Survey Division Director



TERMS AND CONDITIONS:

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

Assignment

Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including, but not limited to, monies that are due or monies that may be due) without the prior written consent of the other party.

Access To Site:

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

Jobsite Safety

Neither the professional activities of UNINTECH, nor the presence of UNINTECH's employees and sub-consultants at a construction site, shall relieve the General Contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the Work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. UNINTECH and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. CLIENT agrees that the General Contractor is solely responsible for jobsite safety, and warrants that this intent shall be made evident in CLIENT's agreement with the General Contractor.

Dispute Resolution:

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

Indemnification:

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

Limitation of Liability:

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



Terms & Conditions, Cont.

Governing Law

The laws of the State of Texas will govern the validity of this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in the courts of the State of Texas, County of Bexar.

Third Party Beneficiaries

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either CLIENT or UNINTECH. UNINTECH's services under this Agreement are being performed solely for CLIENT's benefit, and no other entity shall have any claim against UNINTECH because of

this Agreement or the performance or nonperformance of services hereunder. CLIENT agrees to include a

provision in all contracts with contractors and other entities involved in this project to carry out the intent of this paragraph.

Certifications, Guarantees and Warranties:

UNINTECH shall not be required to execute any documents that would result in their certifying, guaranteeing or warranting the existence of conditions whose existence UNINTECH cannot ascertain. UNINTECH shall not be required to execute any documents subsequent to the signing of this Agreement that in any way might, in the sole judgment of UNINTECH, increase UNINTECH's risk or the availability or cost of his or her professional or general liability insurance.

Billings/Payments:

Invoices for the Firm's services shall be submitted, at the Firm's option, either upon completion of such services or on a monthly basis. Invoices shall be payable within 30 days after the invoice date. All such invoices are due and payable to 2431 E. Evans Road, Sa Antonio, Texas. If the invoice is not paid within 30 days the Firm may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of the service. Retainers shall be credited on the final invoice.

Late Payments:

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

Termination of Services:

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

Ownership of Documents:

All documents produced by UNINTECH under this agreement shall remain the property of UNINTECH and may not be used by CLIENT for any other endeavor without the written consent of UNINTECH. CLIENT agrees, to the fullest extent permitted by law, to defend, indemnify and hold UNINTECH harmless from any claim, liability or cost (including reasonable attorneys' fees and defense costs) arising or allegedly arising out of any unauthorized reuse or modification of the



UNINTECH CONSULTING ENGINEERS, INC.

STRUCTURAL • CIVIL • SURVEYING

Terms & Conditions, Cont.

Ownership of Documents (cont.):

construction documents by CLIENT or any person or entity that acquires or obtains the plans and specifications from or through CLIENT without the written authorization of UNINTECH.

Contract offered this 16th day of January 2026 and is valid for 30 days.

Unintech Consulting Engineers, Inc.

A handwritten signature in blue ink, appearing to read "Daniel B. Davis", written over a horizontal line.

Daniel B. Davis, RPLS

Contract accepted this _____ day of _____, 2026.

By: _____



Ms. Katy Langford, PE
Carollo
10900 Stonelake Blvd, Bldg 2, Suite 126
Austin, TX 78759

Proposal No. 0125-051
November 13, 2025

**Proposal for Geotechnical Investigation
Hesters Crossing WL and PRV
Round Rock, Texas**

Balcones Geotechnical, LLC (Balcones) is pleased to submit this proposal to perform a geotechnical investigation for the above-referenced project. Our understanding of the project is based on the information provided by you. We have the site plan showing the proposed waterline alignment being considered and the proposed PRV station. Proposed construction will include installation of approximately 2,700 LF of new 18-inch water line and a PRV station.

The geotechnical investigation and report for this project will include field, laboratory, and engineering phases. The following sections of this proposal include the scope of our services in three study phases, a cost estimate, an estimated schedule, and proposed terms and conditions.

Field Investigation

Based on geologic mapping, the project alignment will extend through a complex geologic region with mapped out cropping of the Buda limestone, Eagle Ford shale, and Georgetown limestone, with a NE-SW trending fault. Based on our understanding of the proposed construction and the anticipated geotechnical conditions, we propose to drill 6 borings to depths of 20 ft along the alignment and 25 ft at the two PRV sites. Total drilling footage will be 130 feet. A plan showing the preliminary boring locations is presented on Attachment 1.

Borings will be advanced using a truck mounted drilling rig equipped with augering and sampling techniques. The limestone stratum will be continuously core sampled where competent limestone is encountered. Soils will be sampled by either pushing a thin-walled tube (ASTM D1587) or with a split barrel sampler while performing the Standard Penetration Test (ASTM D1586). Rotary rock coring will be performed in general accordance with ASTM D2113. Some of the proposed boring locations will require traffic control. One day of traffic control has been included in the proposed scope presented herein.

Laboratory Testing

Laboratory testing will be performed on recovered soil and rock samples selected by the geotechnical engineer to aid in soil classification and to measure engineering properties. Laboratory testing is expected to include moisture content, Atterberg limits, fines content (percent



passing the No. 200 sieve), and unconfined compression strength testing of clay and limestone samples. Analytical testing will include pH, soluble sulfates, soluble chlorides and box resistivity for corrosion potential analysis by others. The actual laboratory program will depend upon the type of soils and rock encountered.

Engineering Report

The Geotechnical Report will be prepared by a professional engineer licensed in the State of Texas, and specifically, will include:

1. Description of subsurface conditions encountered in the borings, including boring logs with descriptions of strata, summaries of laboratory test results, and water levels obtained at the time of drilling;
2. Boring location plan;
3. Results of laboratory testing; and
4. General discussion of geology and groundwater conditions.
5. Geotechnical recommendations for the PRV station including allowable bearing pressures and bearing elevations, and lateral earth pressure parameters;
6. Geotechnical design parameters including modulus of soil reaction, E' , for buried pipelines, and bedding and backfilling recommendations;
7. Recommendations for OSHA temporary slopes and excavation potential; and
8. Comments regarding proposed construction and earthwork.

An electronic copy (PDF) of the report will be submitted unless otherwise requested. The undersigned will manage this project. This proposal does not include scope for a Geotechnical Baseline Report for trenchless installations.

Cost Estimate

Based on the scope of work outlined herein, our estimated fee is itemized on Attachment 2. The cost estimate is based on the following:

1. Balcones will field stake boring locations along selected alignment, based on drill rig access and utility clearance.
2. Boring locations will be accessible with a truck mounted drill rig. No site clearing of vegetation or grading of slopes is included in this scope.
3. We have included one day of traffic control consisting of a moving lane and/or shoulder closure. We anticipate that permitting to drill in the roadway right of way will require a TxDOT permit.



4. We will contact the Texas 811 at least 72 hours prior to mobilization. We request the assistance of the project team to provide existing utility site plans prior to drilling of the borings.
5. Latitude and longitude coordinates will be obtained using a hand-held GPS device at the boring locations. Actual boring locations should be surveyed by others.

The estimated fee may be exceeded if site conditions are significantly different than anticipated or changes in work are required or requested. However, the estimated maximum fee will not be exceeded without the client's prior authorization.

Schedule

Field staking and site coordination can commence immediately upon formal authorization. We anticipate that boring layout, utility clearance, and drill rig scheduling will take 2 weeks. Drilling operations will take 1 to 2 days to complete. Laboratory testing and reporting will take another 4 to 6 weeks following completion of the field exploration. The total geotechnical schedule will take 6 to 8 weeks to complete. We will keep you verbally informed of our findings as they become available.

Conditions

The attached Schedule TC-01 describes general contractual conditions including identification of client, on-site responsibilities and risks, warranty, invoicing procedures, and record and sample maintenance.

We anticipate that Carollo will issue a professional services agreement to authorize us to proceed. We appreciate the opportunity to submit this proposal and look forward to working with you on this project.

Sincerely,

**Balcones Geotechnical, LLC
TBPE Firm Reg. F-15624**

**Rebecca A. Russo, P.E.
Senior Geotechnical Engineer**

Attachments:

Attachment 1a – Proposed Boring Plan, Attachment 1b – Geologic Map
Attachment 2 – Geotechnical Cost Breakdown
Schedule TC-01

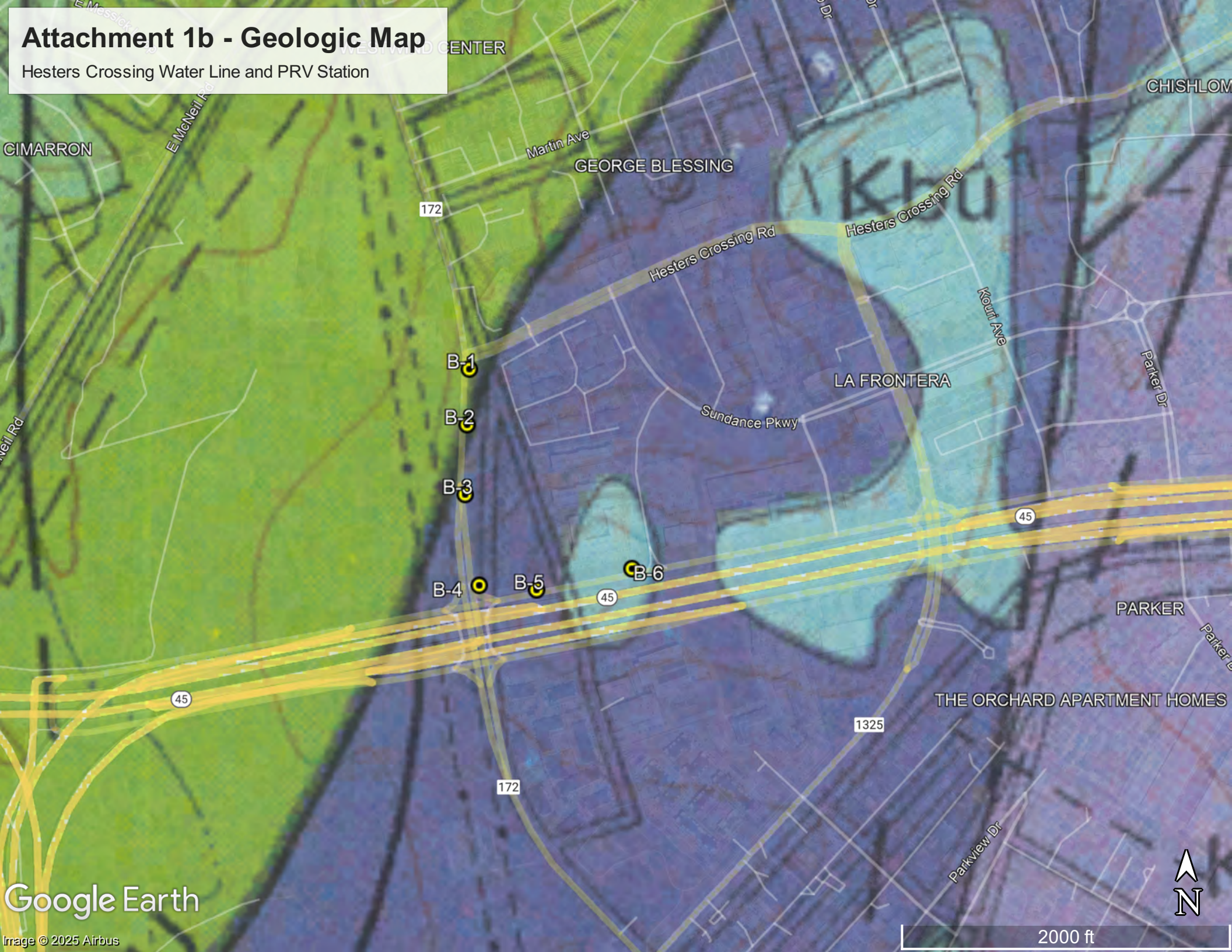
Attachment 1a - Proposed Boring Plan

Hesters Crossing Water Line and PRV Station



Attachment 1b - Geologic Map

Hesters Crossing Water Line and PRV Station



Attachment 2 - Geotechnical Investigation Cost Breakdown
Hesters Crossing WL and PRV
Round Rock, TX

1. Field Investigation		Quantity	Unit	Rate	Subtotal
1A	Field Coordination, Boring Layout, One-Call				
	Field Engineer	12	hr	\$95.00	\$1,140.00
	Trip Charge	1	ea	\$55.00	\$55.00
	Senior Geotechnical Engineer (R. Russo)	2	hr	\$225.00	\$450.00
			Task 1A Subtotal		\$1,645.00
1B	Drilling and Sampling				
	Mobilization / Demobilization	1	l.s.	\$600.00	\$600.00
	Rig Stand-by Time, move-time between borings	1	hr	\$225.00	\$225.00
	Soil Drilling and Sampling	110	ft	\$28.00	\$3,080.00
	Rock Drilling and Sampling	20	ft	\$36.00	\$720.00
	Logger	12	hr	\$75.00	\$900.00
	Trip Charge	1	ea	\$55.00	\$55.00
	Traffic Control (moving lane/shoulder closure)	1	day	\$2,250.00	\$2,250.00
			Task 1B Subtotal		\$7,830.00
			Task 1 Subtotal		\$9,475.00
2. Laboratory Investigation		Quantity	Unit	Rate	Subtotal
	Grain Size Analysis	10	each	\$75.00	\$750.00
	Atterberg Limits	10	each	\$75.00	\$750.00
	Unconfined Compression	6	each	\$75.00	\$450.00
	Corrosion (pH, Sulfates, Chlorides, box resistivity)	1	each	\$400.00	\$400.00
	Specialty Tunnel Testing (Point Load, Tensile, Cerchar, Uuw/ss)	0	each	\$1,500.00	\$0.00
	Project Coordinator	4	each	\$75.00	\$300.00
			Task 2 Subtotal		\$2,650.00
3. Engineering and Reports		Quantity	Unit	Rate	Subtotal
	Geotechnical Report				
	Project Principal (J. Wooley)	0	hour	\$350.00	\$0.00
	Senior Geotechnical Engineer (R. Russo)	6	hour	\$225.00	\$1,350.00
	Project Engineer	12	hour	\$150.00	\$1,800.00
	Graduate Engineer	16	hour	\$95.00	\$1,520.00
			Task 3 Subtotal		\$4,670.00
			Total Estimated Cost		\$16,795.00

SCHEDULE TC-01
GENERAL TERMS AND CONDITIONS FOR TECHNICAL SERVICES**1. Parties to These General Terms and Conditions**

CLIENT is the entity which authorizes performance of services by Balcones Geotechnical (CONSULTANT), its employees, officers, agents, subcontractors and sub consultants (including affiliated corporations).

2. Standard of Care

CONSULTANT will strive to perform services in a manner consistent with that level of care and skill ordinarily exercised by other members of the CONSULTANT's profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this AGREEMENT, or in any report, opinion, document, or other instrument of service.

3. Standard Procedures

Consistent with the applicable standard of care, CONSULTANT has developed and follows a variety of standard procedures intended to achieve completeness of service, appropriate quality, and prompt detection and correction of errors and omissions before instruments of service are issued to CLIENT or other parties designated by CLIENT, CONSULTANT's procedures are dynamic. The individuals applying them are empowered to institute the changes needed to accommodate their individual styles and preferences, to achieve outcomes that maintain uniform quality criteria despite the differing work styles and preferences of the professionals involved. In addition, CONSULTANT's standard procedures, including those that are individually modified, are subject to adjustment on each project or on elements of a project, as the professional applying such procedures deems fit.

4. Field Operations

- 4.1 Right-of-Entry. CLIENT shall provide for CONSULTANT's right to enter from time to time property owned by CLIENT and/or other(s) in order for CONSULTANT to fulfill the scope of service indicated hereunder. CLIENT recognizes that CONSULTANT's use of exploratory equipment may cause some damage to the grounds, and understands that the correction of such damage is not part of this AGREEMENT.
- 4.2 Hazardous Materials. CLIENT will provide CONSULTANT with all information in CLIENT's possession, control or knowledge as to the potential occurrence of hazardous materials, or Biological Pollutants at the site of the field work. If unanticipated hazardous materials or Biological Pollutants are encountered, CONSULTANT may demobilize its field operations at CLIENT's expense. Remobilization will proceed following consultation with CONSULTANT's safety coordinator and CLIENT's acceptance of proposed safety measures and fee adjustments.
- 4.3 Buried Utilities. CONSULTANT will perform research to locate utility lines and other man-made objects that may exist beneath the site's surface. CLIENT recognizes that, despite due care, CONSULTANT may be unable to identify the location of all subsurface utility lines and man-made objects, and information obtained by CONSULTANT may contain errors or be incomplete. In addition, CLIENT shall, to the fullest extent permitted by law, waive any claim against CONSULTANT, and indemnify, defend, and hold CONSULTANT harmless from any claim or liability for injury or loss arising from damage to or contact with buried utility lines or other buried man-made objects that were not called to CONSULTANT's attention or which were not properly located on drawings furnished to CONSULTANT.
- 4.4 Site Safety. CONSULTANT is not responsible for the job site safety of others, nor does CONSULTANT have stop-work authority over work by others. CONSULTANT will conduct its work in a safe, workman-like manner, and will observe the work-site safety requirements of which it is notified.
- 4.5 Safety Hazard. If CONSULTANT finds a site condition that it believes to be a safety hazard, CONSULTANT may undertake immediate action as it deems prudent or necessary.

5. Drill Cuttings and Fluids

Drill cuttings and fluids will be disposed of on-site at the completion of drilling activities. If any other disposal protocol is required by CLIENT, it will be performed at additional cost.

6. Disposal of Samples

All soil, rock water, and other samples obtained from the project site are CLIENT's property. Unless other arrangements are mutually agreed upon in writing, or unless otherwise required, CONSULTANT shall preserve such samples for no longer than forty- five (45) calendar days after CONSULTANT's issuance to the CLIENT of the initial instrument of professional service that relates data obtained from them.

7. Compliance with Codes and Standards

CONSULTANT shall observe those publicly announced federal, state, and local codes, standards, statutes, and regulations applicable at the time CONSULTANT renders service. CONSULTANT shall access the impact of any change to such code, standard, statute, or regulation and if, in CONSULTANT's professional opinion, the impact affects CONSULTANT's services, fees, expenses, anticipated completion date, or other significant concern, a changed condition will exist and shall be dealt with accordingly.

8. Governing Law

Unless otherwise provided, the substantive law of the state of Texas will govern the validity of the AGREEMENT, its interpretation and performance, and remedies for contract breach or any other claims related to this AGREEMENT.

9. Defects in Service

CLIENT and CLIENT's personnel and contractors shall promptly inform CONSULTANT of any actual or suspected defects in CONSULTANT's services, to help CONSULTANT take those prompt, effective measures that in CONSULTANT's opinion will help minimize the consequences of any such defect.



10. Termination

CLIENT or CONSULTANT may terminate this AGREEMENT without penalty. The party initiating termination shall so notify the other party, and termination shall become effective fourteen (14) calendar days after receipt of the termination notice. Irrespective of which party effects termination or the cause thereof, CLIENT shall within thirty (30) calendar days of termination pay CONSULTANT's fees for services rendered and costs incurred, in accordance with CONSULTANT's prevailing fee schedule and expense reimbursement policy. These fees and costs shall include those outstanding at the time of termination, as well as those reasonably stemming from termination and post-termination activities, including, but not limited to, demobilization, schedule modification, personnel reassignment, equipment decontamination and/or disposal, and disposal and replacement of contaminated consumables.

11. Indemnification

CONSULTANT agrees to hold harmless and indemnify CLIENT from and against liability to the extent caused by CONSULTANT's negligent performance of the services. CONSULTANT shall in no case be required to pay an amount disproportionate to CONSULTANT's negligence, nor shall CONSULTANT be required to pay any amount or sum levied against CLIENT to recognize more than actual and/or reasonable damages.

12. Hold Harmless

CLIENT agrees to hold CONSULTANT harmless to the fullest extent permitted by law under the specific circumstances indicated elsewhere in this AGREEMENT. To meet this obligation when called for, CLIENT agrees to: a) Waive any claim against CONSULTANT for the circumstances involved, with "any claim" being defined to mean "any claim in contract, tort, or statute alleging negligence, errors, omissions, strict liability, statutory liability, breach of contract, breach of warranty, negligent misrepresentation, or other acts giving rise to liability." b) Indemnify and defend CONSULTANT for any claims for injury or loss alleged to have arisen from the circumstance involved.

13. Limitation of Liability

CLIENT and CONSULTANT agree to allocate certain of the risks so that, to the fullest extent permitted by law, CONSULTANT's total aggregate liability to CLIENT is limited to \$50,000 or the CONSULTANT's fee, whichever is lower, for any and all injuries, damages, claims, losses, expenses arising out of this AGREEMENT from any cause or causes. Such causes include, but are not limited to CONSULTANT's negligence, errors, omissions, strict liability, statutory liability, breach of contract, negligent misrepresentation, or other acts giving rise to liability based upon contract, tort, or statute.

14. Severability

CLIENT and CONSULTANT have entered into this AGREEMENT to communicate mutual understandings and responsibilities to one another. Any provision of this AGREEMENT that violates a statute or regulation shall be deemed void, and all remaining provisions shall continue in force. CLIENT and CONSULTANT shall endeavor to quickly replace a voided provision with a valid substitute that expresses the intent of, or at least addresses the issues covered by the original provision.

15. Third Party Exclusion

This AGREEMENT shall not create any rights or benefits to parties other than CLIENT and CONSULTANT, except such other rights as may be specifically called for herein.

16. Consequential Damages

CLIENT shall not be liable to CONSULTANT and CONSULTANT shall not be liable to CLIENT for any consequential damages incurred by either due to the fault of the other, regardless of: the nature of the fault; or whether it was committed by CLIENT or CONSULTANT, their employees, agents, or subcontractors; or whether such liability arises in breach of contract or warranty, tort (including negligence), statute, or any other cause of action. Consequential damages include, but are not limited to, loss of use and loss of profit.

17. Independent Consultant Status

Except as may otherwise be noted herein, CONSULTANT shall serve as CLIENT's independent consultant and shall provide those services indicated herein. Irrespective of any assignability provisions, CONSULTANT may retain subcontractors to perform services CONSULTANT customarily has performed by subcontractors and, should CONSULTANT determine it appropriate or necessary to rely on a subcontractor when it is not customary to do so, CONSULTANT shall obtain prior written approval or subsequent written confirmation from CLIENT.

18. Insurance

CONSULTANT maintains worker' compensation and employer's liability insurance of a form and in the amount required by state law, general liability with an aggregate limit of two million dollars (\$2,000,000), and professional liability insurance with a limit of one million dollars (\$1,000,000). CLIENT recognizes that the insurance market can be erratic and that no consultant can guarantee an ability to maintain the coverage indicated above. CONSULTANT warrants that CONSULTANT will endeavor to do so, within a context of prudent business practices, and will notify CLIENT of any change in coverage no later than 10 calendar days after CONSULTANT becomes aware of such changes. If any of CONSULTANT's coverage is withdrawn, or if CONSULTANT decides to forgo coverage because a replacement policy will afford inadequate protection and/or will require significantly increased premium when compared to prior coverage, CONSULTANT and CLIENT will confer about alternatives available, if any, and shall bargain in good faith in an attempt to achieve conditions acceptable to both.

19. Payment

CONSULTANT's invoices will be approved by CLIENT and presented by CLIENT to Owner. CLIENT will pay CONSULTANT amounts due promptly after Owner pays CLIENT. Notwithstanding any action or inaction by Owner, CLIENT will make every attempt to assure that all CONSULTANT's un-disputed invoiced amounts will be paid within sixty (60) calendar days of the invoice.