

**EXHIBIT**  
**A**



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

**FIRM:** CDM SMITH INC. (“Engineer”)  
**ADDRESS:** 8310-1 N Capital of Texas Hwy, Suite 250, Austin, TX 78731  
**PROJECT:** 2027 Water and Wastewater Master Plan Update

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

THIS CONTRACT FOR ENGINEERING SERVICES (“Contract”) is made and entered into on this the \_\_\_ day of \_\_\_\_\_, 2026 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 Five Hundred Forty-Seven Thousand Two Hundred and No/100 Dollars, (\$547,200.00). Engineer shall prepare and submit to City monthly progress reports in sufficient detail to support the progress of the work and to support invoices requesting monthly payment. Any preferred format of City for such monthly progress reports shall be identified in Exhibit B entitled "Engineering Services". Satisfactory progress of work shall be an absolute condition of payment.

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

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

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

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

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

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

**ARTICLE 6**  
**PROMPT PAYMENT POLICY**

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

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

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

**ARTICLE 7**  
**NOTICE TO PROCEED**

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

**ARTICLE 8**  
**PROJECT TEAM**

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

Christopher Perkins, PE  
Project Manager  
3400 Sunrise Road  
Round Rock, TX 78665  
Telephone Number (512) 341-3145  
Fax Number N/A

Email Address [cperkins@roundrocktexas.gov](mailto:cperkins@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:

Kimberly Chanslor, PE, PMP  
Senior Project Manager  
8310-1 N Capital of Texas Hwy, Suite 250  
Austin, TX 78731  
Telephone Number (713) 423-7353  
Fax Number N/A  
Email Address [chanslorkm@cdmsmith.com](mailto:chanslorkm@cdmsmith.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:**

Kimberly Chanslor, PE, PMP  
Senior Project Manager  
8310-1 N Capital of Texas Hwy, Suite 250  
Austin, TX 78731

**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]*

CDM SMITH INC.

By: 

Printed Name: Allen D. Woelke

Title: Vice President

CITY OF ROUND ROCK, TEXAS

APPROVED AS TO FORM:

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

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

**ATTEST:**

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

**LIST OF EXHIBITS ATTACHED**

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

EXHIBIT A  
City Services

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.
- Provide all criteria and full information as to City's requirements for the Task, including as-builts, and any other information necessary.
- Assist Engineer by placing all available information pertinent to the Task, including previous reports and any other data relative to the ultimate project if available to the City and necessary for the Engineer to complete the task.

## **EXHIBIT B**

### **Engineering Services**

#### **City of Round Rock Water and Wastewater Master Plan Update**

The City of Round Rock (City) wishes to update their year 2023 water and wastewater master plan to identify capital improvement projects to serve planned growth and provide information for the City's impact fee update. The update will correlate with water demand projections developed during the Water Supply Study and develop an updated water and wastewater capital improvement plan, including identification of 10-Year, 20-Year and buildout projects and conceptual level costs.

The scope of the water and wastewater master plan update is presented below.

#### **Task 1. Project and Quality Management**

Engineer will provide project management for the project team, including scheduling, cost control, document control, progress and financial reporting, to facilitate successful performance as measured by quality, cost, and schedule. The work for this task will include preparing a work plan and project updates, progress monitoring and reporting, staff oversight and efficiency monitoring, scheduling, office administration, meetings, general correspondence, accounting, and invoicing. Regular contact with the City's project manager and supporting staff will be maintained to incorporate decisions and input regarding the direction of the project.

Engineer will keep the City informed on relevant aspects of the Project; participate in progress conference calls; direct and coordinate the efforts of the Engineer Project Team members; review work progress; monitor scope, schedule, and budget; and prepare monthly progress reports and invoices.

Engineer will provide QA/QC for the work associated with this scope. The Draft Water and Wastewater Master Plan will be submitted to the internal Engineer Technical Review Committee (TRC) for review. The TRC will be comprised of senior level engineers with appropriate master planning experience but not specifically involved with the project. An internal review meeting will be conducted to discuss the project and associated TRC comments.

#### **Task 2 Project Meetings**

Several meetings are required to ensure the project is meeting the objectives and expectations of the City. Meetings anticipated for the project include the following:

- Meeting 1a - Project Initiation: In-person meeting with City and Engineer project staff. Duration of approximately two (2) hours to review scope and gather information.
- Meeting 1b - Water SCADA/Calibration Discussion and Observation: In-person meeting with City's operators and Engineer, water modelers, and key project staff to discuss and observe operations for the purpose of developing improved operational rules in the model to reflect

changes since last master plan. To occur immediately after the project initiation meeting. Allow for a total of two (2) hours.

- Meeting 2 – Water Demands and Wastewater Flows Review: Virtual meeting with City and Engineer’s key project staff to discuss comments regarding the draft flow projections and evaluation criteria memorandums. Duration of approximately two (2) hours.
- Meeting 3 – Discussion of Operational Water and Wastewater Model Results: Virtual meeting with City and ENGINEER water and wastewater modelers and key project staff to discuss the results of the existing conditions operational model run to determine if additional calibration is needed. Duration of approximately three (3) hours.
- Meeting 4 – 10-Year Capital Improvements Plan (CIP) Discussion: Virtual meeting with OWNER and ENGINEER project staff to discuss the projects proposed for the water and wastewater CIPs. Duration of approximately six (6) hours.

Engineer’s project manager will attend, principal-in-charge, task leads and other key Engineer members may participate via virtual meeting.

Engineer will conduct progress meetings/conference calls for the expected 12-month water and wastewater master plan update process. The progress meetings will be held monthly and will last approximately one hour. Ad hoc meetings may also be held to discuss specific topics if a regularly scheduled progress meeting is not an appropriate venue. The expected project workshops will be a kickoff workshop, the draft report review workshop, and two additional project workshops defined in this scope.

*Work Product:* Meeting agendas and meeting summaries.

### Task 3 Data Collection

Engineer will build upon the data collected during previous master planning efforts and as part of the recent water supply study. The water supply development and growth projections will serve as a basis for the water master plan and overlapping areas of the wastewater service area. Data from City and online sources will need to be collected including GIS, water billing, water production, SCADA, existing and future land use, development, and growth data. A brief memorandum will be produced that outlines any data gaps. ENGINEER will review the data and follow-up with OWNER regarding our understanding of the data or any missing data. This task also includes appropriate organization of the data and developing necessary databases.

*Work Product:* Data requests memorandum / table

### Task 4 Water Demand and Wastewater Flows Updates

Engineer will utilize and build on the population projections and water demands develop as part of the water supply study. Population projections, water demand and wastewater flows will be updated from new billing data to be collected encompassing the period through the end of 2025. Water billing data will be collected by meter so that multiple meters can be assigned appropriate patterns (for example, domestic use versus irrigation use). Engineer will use 2025 as the basis for

peak demands. The City has stated that 2025 summer showed lower peak demand than 2024. Where the water and wastewater service area do not overlap, flows will be estimated based on available data including available wastewater flow metering data and information from available water service provider.

Prior geocoded water billing data will be combined with new geocoded accounts to update the existing water demand distribution. This distribution (location, customer type and annual average use) will be loaded into the water model as customer meters. Geocoded customer meters will be overlaid on wastewater catchments to distribute metered wastewater flow in the wastewater model.

Future demands are proposed to be developed and distributed using the same method as the most recent master plan and water supply study projects. Specifically, City will provide an estimate of connection growth over the planning period, by year. City and Engineer will jointly determine appropriate years for interim water system and wastewater simulation scenarios. The population resulting from the connection projections will then be used to match the population resulting from known or anticipated developments at each planning horizon, except buildout for wastewater, which will be based on full development of the intended service area. Projections will utilize and follow the City's future land use plan and evaluate impact of the new downtown zoning. Density of undeveloped land will be reviewed as developments in and around the City are becoming denser than previously planned.

The water demand and wastewater flow planning horizons to be included in the modeling include water and wastewater CCNs and ETJ for Year 2026 (base), Year 2036 (10-year), Year 2046 (20-Year) and buildout.

A technical memorandum on the water demand and wastewater flow future projections methodology will be produced and included as an appendix to both the water and wastewater master plan reports.

Meeting 2, as described in Task 2, will be a discussion of the comments from City regarding drafts of the following deliverables.

*Work Products:*

- Water demand and wastewater flow modeling and evaluation criteria technical memorandum
- Water demand and wastewater flow future projections methodology technical memorandum

## **Task 5 Water Model Updates and System Evaluation**

**5.1 Update the Existing Base Model:** The existing water distribution system hydraulic model, WaterGEMS by Bentley, will be updated to reflect current conditions. This task includes adding/updating key pipes based on updates to the GIS data, planned projects, especially capital projects that are moving forward since the last master plan. The model will be updated to include all piping in the City GIS as of May 30, 2026. The project team will need to determine whether this task would be best accomplished by local modifications where changes have occurred or by replacing

most of the model features from GIS, while retaining the key operational features with controls such as tanks, pumps and pressure reducing valves (PRVs).

**5.2 Existing Model Base Operational Enhancements:** This task will involve using the lessons learned in the operational meeting and witnessing actual system operations to improve model operational rules, especially for high demand days. Different operational rules will be applied for average conditions versus maximum day conditions. City and Engineer also need to discuss and incorporate intended future operational changes such as whether new water supplies will be incorporated.

**5.3 Distribute Geocoded Demands:** This task will allocate each new customer geocoded demand point to a single junction in the model. Geocoded points outside of the service area will first be researched and corrected (Engineer may request City assistance for a small number of accounts). Also, large accounts, the top 25 accounts, will be manually checked to verify the assigned location. Demands will be loaded directly into the model as customer meter features and assigned to junctions directly in the model using Load Builder. This will include allocation of non-revenue water (NRW), proposed to be included as a percentage of base demand. The 2026 base demands and customer meters will be held constant across all future scenarios by reconfiguring the model scenario tree to force inheritance.

**5.4 Debug Model and Produce Operational Summaries:** Engineer will run the updated model for base conditions (2026 average day and 2026 maximum day) and conduct a meeting with OWNER's operators to provide feedback as to how well the model is simulating actual experience. Engineer and Owner will then determine whether additional data is needed and if additional adjustments need to be made to the model.

Meeting 3 described in Task 2 covers the discussions between Owner and Engineer regarding this task.

**5.5 Develop "Near-term" Conditions Model:** This task will combine existing and incremental annual demands with planned City improvements within the next 2-3 years (projects in construction or under design) to be able to provide more flexibility for evaluating proposed developments.

**5.6 Develop Future Models:** Demand projections for each planning horizon will be added to existing demands to produce future demand scenarios. Each scenario will be produced sequentially so that it will start with the demands from the previous scenario. Demands will only be updated for average day scenarios. Maximum day scenarios will use factors times average day, with varied factors by customer type. These factors will be determined as part of Task 3. Maximum day scenarios may also use different patterns for certain customers, but the base demands will be the same as average day.

**5.7 Evaluate Existing and Near-term System:** This task will determine whether any existing or near-term issues exist. Evaluations for this scenario will include average day, maximum day/peak hour, and maximum day plus fire flow. Early needs will be identified as 5-year projects.

**5.8 Evaluate Long-term System:** This task will determine where projects are needed for the years 2036 (10-year CIP), 2046 (20-year) and buildout. Evaluations for this scenario will be limited to maximum day/peak hour analyses while maintaining 40 psi across the system. The 20-year projects (recommended for 20-year horizon but not needed for 10-year CIP) will be considered conceptual.

**5.9 Red Bud Lane and Jack Rabbit to Gattis School Road:** This task will specifically look at the area along Red Bud Lane and Jack Rabbit to Gattis School Road and extend service to this area outside the CCN but inside the City ETJ.

**5.10 Evaluate Supply, Storage, Pumping, and Treatment Needs:** This task will document ultimate supply requirements based on the Water Supply Study and evaluate ultimate water treatment requirements based on Task 3 demand projections and the planning scenarios. This task will use the demand projections distributed by pressure zone and compare demands to TCEQ requirements to determine long-term supply, storage and pumping needs per zone. TCEQ results will be displayed in both graphical and tabular form for ease of interpretation.

**5.11 Water Age Evaluation:** Engineer will use the water model to perform water age analysis under average day demand conditions for an extended period (at least one week, but long enough for equilibrium to be reached in the system). Engineer will utilize the water age analysis to check water age in tanks and water mains throughout the system to identify problematic areas that may experience chlorine residual issues. Engineer will make recommendations for potential control of tank and system water age issues such as changing operational practices, tank connectivity, or making system piping changes to promote improved flow. Note that the water modeling software handles tank mixing using one of a few simplified methods and does not perform computational fluid dynamics (CFD) calculations. Recommendations involving mechanical mixing are best supported by CFD analysis, which is not part of this scope of work.

**5.12 Evaluate Downtown Redevelopment Impacts:** Engineer will evaluate impacts of up to three concepts for downtown redevelopment, as provided by the City. City and Engineer will agree on demand assumptions for each alternative, and any special considerations, such as a higher minimum pressure or higher fire flow needs. Engineer will determine additional impacts of downtown redevelopment alternatives beyond the base demand projections.

**5.13 Evaluate Northeast Area Pressure Planes:** The northeast portion of the system is starting to develop and currently is partly served by the 1031 pressure plane and partly by the 890 pressure plane. Due to the large difference in pressure, Engineer will review topography and recommend establishing new pressure planes as necessary to deliver pressure between 40 psi (minimum) and 80 psi across the area.

**5.14 Southeast Ground Storage Tank Well:** Engineer will evaluate the benefit of installing a well at the Southeast ground storage tank (GST) site to help fill the tank during peak demand periods. Currently, when the tank is refilled, the fill rate required causes a large drop in pressure within the supply zone. Engineer will evaluate if the well would improve water age in the worst locations (high country EST) as well as provide pressure benefits.

City and Engineer will agree on anticipated well capacity prior to this evaluation.

**5.15 I-35 Crossover:** Engineer will evaluate needs to mitigate the impacts of a break on the Barton Hill single feed water main.

## **Task 6 Wastewater Model Updates and System Evaluation**

**6.1 Update the Physical Components of the Existing System Model:** The wastewater model, developed in SewerGEMS by Bentley, will be updated as needed for the master plan. This subtask includes updating the physical components of the model to include all pipes 10-inches and larger according to available GIS data except the main Brushy Creek Regional Wastewater System (BCRWWS) interceptor. The model will be updated to include regional wastewater lines with the assumption of regional partners fully utilizing their capacity during the evaluation.

**6.2 Update Subcatchments:** The subcatchments contain all the necessary information for producing the wastewater flows in the model. The delineation of the wastewater subcatchments for the existing condition and buildout planning horizon will be reviewed and updated based on recent information regarding developments. Delineating subcatchments according to planned developments (where possible) allows for efficient tracking of how the wastewater flows are developed. Once the subcatchment delineation is updated, the subcatchments will be identified for each planning horizon and the information from Task 3 will be used to update the flow parameters for each planning horizon.

**6.3 Existing System Verification:** The existing system model will be verified based on existing flow data provided for the City's existing flow meters and pumping records and available rain gauge data from online public available rain gauge data. The verification will also include an operational review of model performance with the City operations team to verify the existing system model performance. The operational review will be part of Meeting 3.

**6.4 Existing System Evaluation and Identification of Improvements:** The updated existing system (year 2026 planning horizon) model will be evaluated according to TCEQ and available City criteria. Deficiencies will be identified, and projects may be proposed to address the deficiencies. Some deficiencies may not be critical enough to require improvements, but the deficiencies will be identified for City's consideration.

Meeting 3 described in Task 2 covers the discussions between City and Engineer regarding this task.

**6.5 Future Conditions Evaluation and Identification of Improvements:** The future conditions system (Years 2036, 2046 and buildout planning horizons) models will be updated and evaluated according to TCEQ and available City criteria. Deficiencies will be identified, and proposed projects from the previous master plan may be updated or additional improvements may be added to address the deficiencies. Some deficiencies may not be critical enough to require improvements, but the deficiencies will be identified for OWNER's consideration.

**6.6 Red Bud Lane and Jack Rabbit to Gattis School Road:** This task will specifically look at the area along Red Bud Lane and Jack Rabbit to Gattis School Road and extend service to this area outside the CCN but inside the City ETJ.

**6.7 Evaluate Treatment Needs:** This task will evaluate ultimate wastewater treatment requirements based on Task 4 flow projections and the planning scenarios.

## Task 7 Reuse System Evaluation

The existing reuse model, developed in WaterGEMS by Bentley, will be updated to confirm pipe sizing based on the water supply study. The reuse system evaluation will include the following analyses:

- Development of a map to identify the location of large irrigation users to help guide future reuse connections.
- Determination of a recommended minimum target for reuse pressure.
- Evaluation of the need for a second elevated tank on the south side of City and whether it would ideally operate as a split system or combined system.
- Evaluation of new reuse extensions on the north side of City

Reuse recommendations will be incorporated into the water capital improvements plan (CIP).

## Task 8 Capital Improvement Plans

Meeting 4 covers the discussions for this task which will include a review of deficiencies/issues identified for both the water and wastewater systems and discussion of alternatives to meet level-of-service goals. The methodology for developing cost estimates will also be discussed and unit costs will be decided upon.

For the water system, Engineer will include alternatives to address downtown rezoning, pressure planes in the northeast, chlorine residual recommendations, addition of the Edwards well at the Southeast Ground Storage Tank, and I-35 crossover requirements. The overall water capital improvements recommendations will align with the Water Supply Study.

For the wastewater system, Engineer will include alternatives to address the downtown rezoning, will include updates based on current ongoing projects including the CR118 project, Briggs wastewater project, Cottonwood feasibility study, and lift stations in Forest Creek.

Based on comments from City at Meeting 4 the water and wastewater projects will be sized and phased for the interim planning horizons. The 10-year projects will be incorporated into the CIPs and coordinated with the impact fee consultant as part of Task 10.

Next, Engineer will prepare the water and wastewater CIPs for the twenty years and buildout that address the capacity needs of the City water and wastewater systems. This includes ACCE Class 5 conceptual cost estimates with individual cost sheets for each project and an approximate phasing

plan based on specific input from the City. These plans will be included in the overall master plan reports including a summary table and map for each of the water and wastewater CIPs.

### Task 9 Water and Wastewater Master Plan Reports

A draft report will be prepared for the water and wastewater systems master plans individually. The draft reports will be delivered electronically, and City will provide comments electronically within 30 days. Following receipt of comments from City, the final water and wastewater master plans will be prepared. The master plan reports will include a full size map for water, wastewater and reuse identifying proposed CIP projects.

#### *Deliverables:*

- Draft Water Master Plan in MS Word for review.
- Draft Wastewater Master Plan in MS Word for review.
- Final Water Master Plan in PDF format
- Final Wastewater Master Plan in PDF format

### Task 10 Water and Wastewater Impact Fee Assistance

Engineer will assist City and its impact fee consultant in development of an updated impact fee. Engineer assistance includes explanation of the land use projections and CIP, assessing capacities of the water and wastewater system, and providing conceptual information and ACCE Class 5 OPCC for proposed improvements.

#### **Project Assumptions:**

- Permitting activities are not included in this scope of work.
- Engineer to provide assistance in the preparation of the impact fee. Preparation of the actual Impact Fee including committee meetings and is not in this scope of work.
- Wastewater flow monitoring for model calibration is not included in this scope of work.
- Water system pressure testing for calibration is not included in this scope of work.
- The purchase of modeling software and licenses is not included in this scope of work.

## EXHIBIT C Work Schedule

### Schedule:

Upon receipt of notice to proceed. Engineer shall schedule a kickoff meeting and begin the master plan update defined in this scope of work. The Draft Water and Wastewater Master Plan Reports deliverables associated with Task 9 are expected to be complete within 300 days of notice to proceed. The Final Water Supply Study Report is expected to be completed within 30 days of receiving City comments on the draft report. An estimated task level schedule breakdown is provided below:

Task Name	June-26	July-26	Aug-26	Sept-26	Oct-26	Nov-26	Dec-26	Jan-27	Feb-27	Mar-27	Apr-27	May-27	June-27	July-27	Aug-27
Task 1 – Project and Quality Management	[Blue bar spanning all months]														
Task 2 – Project Meetings	[Blue bar spanning all months]														
Task 3 – Data Collection	[Blue bar]														
Task 4 – Water Demands/WW Flows	[Blue bar]														
Task 5 – Water Model Updates & System Evaluation				[Blue bar]											
Task 6 – Wastewater Model Updates & System Evaluation				[Blue bar]											
Task 7 -Reuse System Evaluation				[Blue bar]			[Blue bar]								
Task 8 - Capital Improvements Plan							[Blue bar]								
Task 9 - Water & Wastewater Master Plan Reports										[Blue bar]					
Task 10 – Impact Fee Assistance												[Blue bar]			
												[Yellow star icon]			

## EXHIBIT D Fee Schedule

**Fee:**

Engineer will provide the services described above in Tasks 1 through 10 for a not to exceed amount of \$547,200.00. An estimated cost by task is provided below. Invoices will be prepared based on the Billing Rate Schedule provided below and other direct charges passed through at Engineer's cost. Engineer will prepare invoices monthly based on hours by personnel category and bill rate in each of the tasks listed below. The costs by task are an estimate and may vary from the values below.

**Table 1: Project Schedule and Fee Breakdown**

Task	Labor Costs	Other Costs	Total Fee
Task 1 – Project and Quality Management	\$35,800.00	\$500.00	\$36,300.00
Task 2 – Project Meetings	\$32,000.00	\$4,500.00	\$36,500.00
Task 3 –Data Collection	\$7,500.00	\$0.00	\$7,500.00
Task 4 – Water Demands/WW Flows	\$31,200.00	\$0.00	\$31,200.00
Task 5 – Water Model Updates & System Evaluation	\$151,000.00	\$0.00	\$151,000.00
Task 6 – Wastewater Model Updates & System Evaluation	\$107,300.00	\$0.00	\$107,300.00
Task 7 -Reuse System Evaluation	\$13,500.00	\$0.00	\$13,500.00
Task 8 - Capital Improvements Plan	\$58,600.00	\$0.00	\$58,600.00
Task 9 - Water & Wastewater Master Plan Reports	\$78,000.00	\$0.00	\$78,000.00
Task 10 – Impact Fee Assistance	\$27,300.00	\$0.00	\$27,300.00
<b>TOTAL</b>	<b>\$542,200.00</b>	<b>\$5,000.00</b>	<b>\$547,200.00</b>

**Billing Rate Schedule:**

<b>Personnel Category</b>	<b>Billing Rate (\$/hour)</b>
Officer-in Charge	350
Project Manager	325
Technical Specialist	350
Senior Technical Advisor	325
Engineer 8	290
Engineer 7	255
Engineer 6	235
Engineer 5	215
Engineer 4	190
Engineer 3	165
Project Engineer 1/2	150
GIS Specialist	175
Senior Designer	170
Intermediate Designer	160
Junior Designer	140
Senior Administration / Technical Editor	175
Administration	150
Contract Administration	125
Clerical	115
Estimator	165

EXHIBIT E

Certificates of Insurance

Attached Behind This Page



**ADDITIONAL REMARKS SCHEDULE**

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED CDM Smith Inc.	
POLICY NUMBER See Certificate Number: 570120985777			
CARRIER See Certificate Number: 570120985777	NAIC CODE	EFFECTIVE DATE:	

**ADDITIONAL REMARKS****THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

01.01.26 - 01.01.27 Professional

Policy: PSDEF2600033

Beazley (Syndicates 2623/0623) - 25%

BRIT (Syndicate 2987) - 25%

Lloyd's Syndicates 4242, 457, 5555, 4711, 1686 - 11.333%

Convex Insurance UK Limited - 6.334%

Arch Insurance (UK) Limited - 3.833%

Lloyds Syndicates 5555, 4472, 1955, 4444, 1686, 5623, 510, 2232, 3000, 2001 - 28.5%



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

## **NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)**

This policy is subject to the following additional Conditions:

- A.** If this policy is cancelled by the Company, other than for nonpayment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.
- B.** If this policy is cancelled by the Company for nonpayment of premium, or by the insured, notice of such cancellation will be provided within (10) days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.



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

## **NOTICE OF CANCELLATION TO DESIGNATED CERTIFICATE HOLDER**

### **SCHEDULE**

**Number of Days Notice:**

Part A:   30  

Part B:   10  

Part C:   30  

**Name of Certificate Holder:**

BLANKET AS REQUIRED BY WRITTEN CONTRACT

**Mailing Address:**

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

- A.** If this policy is cancelled by the Company, other than for nonpayment of premium, notice of such cancellation will be provided to the certificate holder in the Schedule, at least the number of days in advance of the cancellation effective date, as shown in Part A.
- B.** If this policy is cancelled by the Company for nonpayment of premium, notice of such cancellation will be provided to the certificate holder in the Schedule within the number of days notice of the cancellation effective date, as shown in Part B.

- C.** If this policy is cancelled by the insured, notice of such cancellation will be provided to the certificate holder in the Schedule, within the number of days notice of the cancellation effective date, as shown in Part C.

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

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.





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

**NOTICE OF CANCELLATION TO DESIGNATED CERTIFICATE HOLDER**

**Policy Number:** 08 WN QU4160 **Endorsement Number:**  
**Effective Date:** 01/01/26 Effective hour is the same as stated on the Information Page of the policy.  
**Named Insured and Address:** CDM SMITH, INC.

75 STATE ST STE 701  
BOSTON MA 02109

This policy is subject to the following additional Conditions when a number of days are shown in the schedule for any of the below Parts:

- A. If this policy is cancelled by the Company, other than for non-payment of premium, notice of such cancellation will be provided to the certificate holder in the schedule, at least the number of days in advance of the cancellation effective date, as shown in Part A.
- B. If this policy is cancelled by the Company for non-payment of premium, notice of such cancellation will be provided to the certificate holder in the schedule within the number of days notice of the cancellation effective date, as shown in Part B.
- C. If this policy is cancelled by the insured, notice of such cancellation will be provided to the certificate holder in the schedule, within the

number of days notice of the cancellation effective date, as shown in Part C.

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

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the company or its agents or representatives.

**Schedule**

**Number of Days Notice:**

Part A: 90  
Part B: 90  
Part C: 90

**Name and Mailing Address of Certificate Holder**

BLANKET AS REQUIRED BY WRITTEN CONTRACT



**EARLIER NOTICE OF CANCELLATION PROVIDED BY US**

Named Insured CDM Smith, Inc.			Endorsement Number 009
Policy Symbol XEU	Policy Number G28194687 010	Policy Period 01/01/2026 to 01/01/2027	Effective Date of Endorsement 01/01/2026
Issued By (Name of Insurance Company) ACE Property and Casualty Insurance Company			

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

**This endorsement modifies insurance provided under the following:  
ENHANCED COMMERCIAL UMBRELLA LIABILITY POLICY**

The policy is amended as follows:

For any statutorily permitted reason, the number of days required for notice of cancellation by us, as provided in the Cancellation Condition or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in the Schedule below.

**SCHEDULE**

**Notice (Non-Payment of Premium): 90 Days**

**Notice (All Other Permitted Reasons): 10 Days**

All other terms and conditions of the policy remain unchanged.

---

Authorized Representative

**MEMORANDUM ELEVEN**

**BLANKET JOINT VENTURE**

With effect from inception, Exclusion 7 of this Policy is deleted in its entirety and coverage hereunder extends, subject to all other policy terms and conditions, to include YOUR liability resulting from any Joint Venture involving the NAMED ASSURED.

However, in the event of the existence of any separate valid and collectible insurance applying to such 'Joint Venture,' this insurance shall apply for the benefit of YOU only in excess of any such other insurance, and if the insuring agreements of the separately issued 'Joint Venture' Policy are more restrictive, this Policy shall cover, for the benefit of YOU only, any and all differences in the insuring agreements.

Nothing herein contained shall be held to vary, alter, waive or extend any of the Schedule, Insuring Agreements, Exclusion, Conditions, or Provisions of this Policy, other than as stated herein.

Notwithstanding any of the foregoing, OUR Limit of the Liability shall not be increased and shall not exceed the limit for each claim nor for all claims in the aggregate, as set forth in this Policy.

For purposes of this Memorandum 'Joint Venture' is defined as any 'teaming' arrangement including, but not limited to those set up as a partnership, limited liability corporation (LLC), limited liability partnership (LLP), corporation or otherwise.

**MEMORANDUM TWELVE**

**MANILA WATER SUPPLY**

With regard to the Metropolitan Waterworks and Sewerage System (MWSS), Manila, Philippines for the Manila Water Supply I and Manila Water Supply II projects, it is agreed that to the extent that DCCD Engineering Corporation signs and seals construction plans and drawings for the benefit of YOU, that for purposes of this insurance, the signatures and seals appearing on all construction plans and drawings prepared pursuant to contract with the Metropolitan Waterworks and Sewerage System (MWSS) shall be insured "PROFESSIONAL SERVICES" under this policy.

**MEMORANDUM THIRTEEN**

**LIMITED AUTHORITY TO ISSUE CERTIFICATES OF INSURANCE**

In consideration of the premium charged, it is hereby understood and agreed as follows:

1. WE authorize Aon the ("Certificate Issuer") to issue Certificates of Insurance at YOUR request or direction. It is expressly understood and agreed that, subject to Paragraph (2) below, any Certificate of Insurance so issued shall not confer any rights upon the Certificate Holder, create any obligation on the part of US, or purport to, or be construed to, alter, extend, modify, amend, or otherwise change the terms or conditions of this Policy in any manner whatsoever. In the case of any conflict between the description of the terms and conditions of this Policy contained in any Certificate of Insurance on the one hand, and the terms and conditions of this Policy as set forth herein on the other, the terms and conditions of this Policy as set forth herein shall control.
2. Notwithstanding Paragraph (1) above, such Certificates of Insurance as are authorized under this endorsement may provide that in the event WE cancel or non-renew this Policy or in the event of a Material Change to this Policy, WE shall mail written notice of such cancellation, non-renewal, or Material Change to such Certificate Holder 30 days prior to the effective date of cancellation, non-renewal, or a Material Change, but 10 days prior to the effective date of cancellation in the event YOU have failed to pay a premium when

due. YOU shall provide written notice to US of all such Certificate Holders, if any, specified in each Certificate of Insurance (i) at inception of this Policy, (ii) 90 days prior to expiration of this Policy, and (iii) within 10 days of receipt of a written request from US. Underwriters' obligation to mail notice of cancellation, non-renewal, or a Material Change as provided in this paragraph shall apply solely to those Certificate Holders with respect to whom the Assured has provided the foregoing written notice to the Underwriters.

3. It is further understood and agreed that OUR authorization of the Certificate Issuer under this memorandum is limited solely to the issuance of Certificates of Insurance and does not authorize, empower, or appoint the Certificate Issuer to act as an agent for US or bind US for any other purpose. The Certificate Issuer shall be solely responsible for any errors or omissions in connection with the issuance of any Certificate of Insurance pursuant to this memorandum
4. As used in this memorandum:
  - (i) Certificate of Insurance means a document issued for informational purposes only as evidence of the existence and terms of this Policy in order to satisfy YOUR contractual obligation.
  - (ii) Material Change means an endorsement or memorandum to or amendment of this Policy after issuance of this Policy by US that restricts the coverage afforded to YOU.

#### **MEMORANDUM FOURTEEN                      DESIGN BUILD**

It is hereby understood and agreed that on Projects for which the NAMED ASSURED, a subsidiary of the NAMED ASSURED, a subcontractor to the NAMED ASSURED, an entity under common ownership, or an entity that owns the NAMED ASSURED, performs PROFESSIONAL SERVICES and construction, erection, fabrication, installation, assembly, manufacture, or the supply of equipment or materials incorporated therein, the following Extensions and Exclusions shall apply.

1. **Mitigation of Loss Extension**

This Policy is extended to indemnify YOU in respect of reasonable costs and expenses necessarily incurred in respect of any action taken prior to hand-over of the contract, excess of the Self-Insured Retention, to mitigate a loss or potential loss arising out of an act, error or omission which otherwise would have been the subject of a CLAIM under this Policy.

The onus of proving a claim under this memorandum shall be upon YOU who will be obliged:

- a. to give written notice to US during the Policy period of the intention to take actions that will incur such reasonable costs and expenses excess of the Self-Insured Retention, and
- b. to obtain written agreement from US prior to incurring such reasonable costs and expenses, payment of which shall be at OUR sole discretion.

However, this extension shall not apply to contracts where YOU are the ultimate owner of the building and/or facility, unless specifically agreed by US.

2. Provided however this Policy shall not cover any CLAIM based upon or arising out of:
  - a. the acquisition of any real estate or the securing of financing for the acquisition of any real estate;