



## **CONTRACT DOCUMENTS**

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

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

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

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

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

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

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

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

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

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

**ARTICLE 4**  
**COMPENSATION**

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

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

The maximum amount payable under this Contract, without modification of this Contract as provided herein, is the sum of Three Hundred Thirty-Eight Thousand Eighty-Four and No/100 Dollars, (\$338,084.00). 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:

Adam Levy  
Project Manager  
3400 Sunrise Road  
Round Rock, TX 78665  
Telephone Number (512) 341-3394  
Mobile Number (512) 218-5555

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

Michael Lafferty  
Project Manager  
10431 Morado Circle, Suite 300  
Austin, TX 78759  
Telephone Number (512) 643-0821  
Fax Number N/A  
Email Address [michael.lafferty@freese.com](mailto:michael.lafferty@freese.com)

## **ARTICLE 9**

### **PROGRESS EVALUATION**

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

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

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

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

**ARTICLE 10**  
**SUSPENSION**

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

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

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

**ARTICLE 11**  
**ADDITIONAL ENGINEERING SERVICES**

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

**ARTICLE 12**  
**CHANGES IN ENGINEERING SERVICES**

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

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

**ARTICLE 13**  
**SUPPLEMENTAL CONTRACTS**

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

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

**ARTICLE 14**  
**USE OF DOCUMENTS**

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

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

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

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

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

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

#### **ARTICLE 15** **PERSONNEL, EQUIPMENT AND MATERIAL**

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

#### **ARTICLE 16** **SUBCONTRACTING**

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

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

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

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

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

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

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

**ARTICLE 20**  
**TERMINATION**

This Contract may be terminated as set forth below.

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

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

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

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

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

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

## **ARTICLE 21**

### **COMPLIANCE WITH LAWS**

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

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

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

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

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

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

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

**ARTICLE 22**  
**INDEMNIFICATION**

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

**ARTICLE 23**  
**ENGINEER'S RESPONSIBILITIES**

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

**ARTICLE 24**  
**ENGINEER'S SEAL**

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

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

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

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

**ARTICLE 26**  
**INSURANCE**

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

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

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

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

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

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

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

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

**ARTICLE 27**  
**COPYRIGHTS**

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

**ARTICLE 28**  
**SUCCESSORS AND ASSIGNS**

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

**ARTICLE 29**  
**SEVERABILITY**

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

**ARTICLE 30**  
**PRIOR AGREEMENTS SUPERSEDED**

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

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

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

**ARTICLE 32**  
**NOTICES**

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

**City:**

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

and to:

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

**Engineer:**

Michael Lafferty  
Project Manager  
10431 Morado Circle, Suite 300  
Austin, TX 78759

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

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

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

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

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

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

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

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

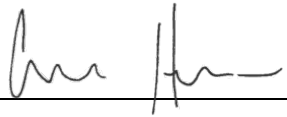
#### **ARTICLE 34** **SIGNATORY WARRANTY**

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

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

*[signature pages follow]*

**FREESE AND NICHOLS, INC.**

By: 

Printed Name: Anne Hoskins

Title: Principal

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 as well as services:

1. Meet with FNI for workshops to discuss proposed changes to the criteria manuals, standard details, and standard specifications.
2. List of proposed changes to existing DACS and standard details that were identified by City staff in MS Excel format.
3. City of Round Rock Standard Design Details in PDF and DWG formats.
4. City of Round Rock Standard Design Specifications in MS Word and PDF formats.
5. City of Round Rock Standard Construction Notes in MS word format.

## EXHIBIT “B” ENGINEERING SERVICES

### ARTICLE I

**BASIC SERVICES:** Freese & Nichols, Inc. (FNI) shall render the professional services described in this contract attachment.

### PROJECT UNDERSTANDING

As described herein, the City of Round Rock (City) has engaged FNI to revise the City’s adopted Design and Construction Standards (DACs), consistent with public improvement engineering design and construction standards, procedures, and best management practices in Central Texas (the “Project”). This Project generally includes updating the water, wastewater, reclaimed water, and drainage sections of the DACs. This includes updates to the design manual sections, construction specifications, and standard details.

As part of their analysis of the existing DACs, FNI will review the following sources as part of their research to develop recommendations to present at the workshops:

- A) TCEQ Updates
- B) Technical Updates (ASTM)
- C) Code of Ordinances
- D) Industry Best Practices
- E) City of Austin (COA) Specifications
- F) TxDOT
- G) FEMA
- H) NOAA Atlas 14 – Round Rock Rain
- I) NRCS TR-55 / HEC-HMS / HEC-RAS

Execution of the Project contract by all parties shall constitute FNI’s Notice to Proceed. Tasks prepared as part of the Project effort may occur concurrently or sequentially where appropriate, or in some cases may deviate from the general sequence of activities provided in this Scope of Services.

### **Task 1: Project Management & Quality Control**

Perform general Project management and control Project quality, progress, and budget for the contract period of performance, including monthly reporting and invoicing, status meetings with City staff, and other administrative efforts.

#### Deliverables:

- i. Project Schedule, updated as needed
- ii. Monthly One-Page Reports and Invoices

## **Task 2: Engagement and Project Meetings**

FNI will prepare an engagement plan for approval by the City, consistent with the following:

A. Project Initiation / Internal Kickoff Meeting

A conference call or virtual meeting will be held by FNI's Project Team to familiarize all disciplines with the Project scope, schedule, initiation, resourcing, data needs, invoicing, communication, key stakeholders, and other significant considerations advantageous to understand before formal Project kick-off.

B. External Kick-off Meeting

Attend one (1) kick-off meeting on-site (in person) with the City. The purpose of the meeting will be to build upon discussions of the staff initiation conference call.

C. Internal Project Meetings

Twenty Six (26) virtual meetings will be held by FNI's Project Team to maintain all disciplines aware of the Project scope, schedule, resourcing, data needs, invoicing, communication, key stakeholders, and other significant considerations advantageous to continue to progress the manual on budget and schedule.

D. Client Check-In Meetings

FNI will meet with City staff monthly throughout the Project to discuss task progress, key action items and responsibilities, and the overall Project schedule. These meetings will take place through standing conference calls (up to 6 virtual meetings). The Project's progress and status will be provided through monthly updates that summarize progress and document upcoming tasks. The monthly status updates will outline any upcoming key decisions which may require input from or discussion with the City.

E. Transportation DACS Coordination Meetings

FNI will meet with City staff and the City's consultant for the Transportation DACS update to discuss updates to the water, wastewater, and stormwater DACS and coordinate changes between the documents to provide consistency across the City's standards. These meetings will take place through conference calls (up to 2 virtual meetings) at a time determined by the City after both projects are underway.

F. City Council Meeting

Two (2) in-person meetings with the City Council for the required public hearing and DACS adoption

### Deliverables:

- i. Task B: In-person setting with summary of engagement activity
- ii. Task D: Virtual setting with summary of engagement activity

### **Task 3: Water and Reuse Standards Updates**

#### A. Diagnostic Analysis

An analysis of the City's Design and Construction Standards for Water and Reuse Waer infrastructure as noted below will be conducted as a basis for discussion of proposed updates with City staff. FNI will identify issues common with code users/stakeholders and recommend updates based on industry best practices, overall utility policy in the Central Texas area, and identify conflicts between City codes and the DACS. Revisions to the code of ordinances is not included in the scope of this contract, but any recommendations for revisions will be communicated to City staff. FNI recommendations will be captured in spreadsheet format. It is FNI's understanding that City staff have prepared a spreadsheet list of recommended changes to the existing DACS. FNI will combine this list with FNI identified changes and present findings at workshops with staff to discuss proposed changes prior to making revisions to design criteria, standard details, and standard specifications.

1. Design and Construction Standards – Water & Reuse Design Criteria
  - a. Section 1.1.0 – General [1/4 page]
  - b. Section 1.2.0 – Private Plumbing [1/4 page]
  - c. Section 1.3.0 – Construction Plan Information and Submittal Requirements (water and reuse related sections) [3 pages]
  - d. Section 1.4.0 – Construction Inspection and City Acceptance [1 pages]
  - e. Section 1.6.2 – Water Systems [6 1/2 pages]
  - f. Section 1.6.4 – Reuse Water Systems [4-1/2 pages]
  - g. Section 2 – Utility Management Process [10 pages]
  - h. Section 3 – Work in City Controlled Property [15 pages]
  
2. Design and Construction Standards – Water Standard Details
  - a. WT-01 – Water Service Casing Detail
  - b. WT-02 – Single 5/8", 3/4" or 1" Water Meter Detail
  - c. WT-03 – Single 1 1/2" or 2" Water Meter Detail
  - d. WT-04 – Dual 5/8", 3/4" or 1" Water Meter Detail
  - e. WT-05 – Fire Hydrant Assembly Detail
  - f. WT-06 – Valve Box Assembly Detail
  - g. WT-07 – Waterline Bedding and Surface Repair Detail (Existing Paved Surface)
  - h. WT-08 – Waterline Bedding and Surface Repair Detail (Non-Paved and Proposed Paved Surface)
  - i. WT-09 – Waterline and Storm Sewer Line Crossing Detail (Type 1)
  - j. WT-10 – Waterline and Storm Sewer Line Crossing Detail (Type 2)
  - k. WT-11 – Vertical Valve Installation Detail
  - l. WT-14 – 1" Thru 2" Air Release Valve Installation Detail (Developed Areas)
  - m. WT-15 – 1" Thru 2" Air Release Valve Installation Detail (Undeveloped Areas)
  - n. WT-16 – Pipe Encasement Detail
  - o. WT-17 – Pressure Reducing Valve Vault Layout Details
  - p. WT-18 – Manhole and Vault Ladder Detail

- q. WT-20 – 3” to 10” Water Meter Assembly Details
  - r. WT-21 – 2” to 4” Combination Air and Vacuum Release Valve (CAV) Vault and Piping Detail
  - s. WT-22 – Gate Valve Detail
  - t. WT-23 – Butterfly Valve Detail
  - u. WT-24 – Dead End Line Blow-Off Valve Detail
  - v. WT-25 – Thrust Block Detail
  - w. WT-26 – Waterline and Dry Utility Line Crossing Detail
  - x. WT-27 – Water Valve Sign Detail
  - y. WT-28 – Bolted Water Manhole Cover and Frame Detail
  - z. WT-29 – Drain Valve Detail
3. Design and Construction Standards – Water Standard Specifications
- a. 501 – Jacking or Boring Pipe (water/reuse related sections) [6 pages]
  - b. 502 – Tunneling (water/reuse related sections) [20 pages]
  - c. 503 – Frames, Grates, Rings and Covers (water/reuse related sections) [3 pages]
  - d. 504 – Adjusting Structures (water/reuse related sections) [3 pages]
  - e. 505 – Concrete Encasement and Encasement Pipe [3 pages]
  - f. 506 – Manholes (water/reuse related sections) [11 pages]
  - g. 510 – Pipe (water/reuse related sections) [61 pages]
  - h. 511 – Water Valves (water/reuse related sections) [11 pages]
  - i. 593 – P.C. Concrete Retards [3 pages]
4. COA 500-Series Specifications for Comparison
- a. 501 Jacking or Boring Pipe (water/reuse related sections) [5 pages]
  - b. 503 – Frames, Grates, Rings and Covers (water/reuse related sections) [3 pages]
  - c. 504S – Adjusting Structures (water related sections) [3 pages]
  - d. 505S – Concrete Encasement and Encasement Pipe [3 pages]
  - e. 506 – Manholes (water/reuse related sections) [11 pages]
  - f. 509S – Excavation Safety Systems (water/reuse related sections) [6 pages]
  - g. 510 – Pipe (water/reuse related sections) [52 pages]
  - h. 511 – Water Valves (water/reuse related section) [8 pages]
  - i. 512 – Precast Water Utility Vaults [4 pages]
  - j. 513 – HDPE Pipe and Fittings AWWA C906 (water/reuse related sections) [12 pages]
  - k. 593S – P.C. Concrete Retards (water/reuse related sections) [3 pages]
5. Design and Construction Standards – Water Standard Notes
6. Meter-Equivalency Tables from the following municipalities:
- a. City of Austin
  - b. City of Cedar Park
  - c. City of Georgetown
  - d. City of Leander
  - e. City of Pflugerville
  - f. City of Round Rock

## B. Workshop Preparation Meetings

The following 1-hr, virtual, workshop prep meetings for alignment between the City PM and FNI for the Water DACS are anticipated:

1. Criteria Manual Workshop – discuss City and FNI proposed changes to the water criteria with Development Services, Utility and Environmental Services, Water Operations, and Construction Inspection
2. Water Standard Details Workshop – discuss City and FNI proposed changes to the water standard details with Utility and Environmental Services, Water Operations, and Construction Inspection
3. Water, Wastewater and Reuse Standard Specifications Workshop – discuss City and FNI proposed changes to the water and wastewater specifications with Utility and Environmental Services.

## C. Staff Workshops

The following 3-hour, in-person, planning workshops for the Water DACS are anticipated:

1. Criteria Manual Workshop – discuss City and FNI proposed changes to the Water criteria with Development Services, Utility and Environmental Services, Water Operations, and Construction Inspection
2. Water Standard Details Workshop – discuss City and FNI proposed changes to the water standard details with Utility and Environmental Services, Water Operations, and Construction Inspection
3. Water, Wastewater, and Reuse Standard Specifications Workshop – discuss City and FNI proposed changes to the water specifications with Utility and Environmental Services

Criteria manual and standard details workshops for the Reuse Water DACS will be conducted with the Wastewater DACS.

## D. Prepare Revised Water DACS

Using the feedback from task 3C, FNI will prepare DACS components as noted below.

1. Water Criteria Manual
  - a. Revisions to existing section
  - b. New section on zero lot-line development
  - c. Evaluation of locating tape w/ RFID sensors

2. Water Standard Details
  - a. Revisions to existing details delineated in Task 3A
  - b. Draft of 2 new details for:
    - FDC Backflow
    - Locating Tape
  - c. Draft of 2 new water miscellaneous details per staff request
  - d. Draft of 1 miscellaneous reuse water detail per staff request
3. Water and Reuse Water Standard Specifications
  - a. Revisions to existing standard specifications delineated in Task 3A
  - b. Draft of new HDPE pipe specification based on COA Item 513 "Polyethylene (HDPE) Pipe and Fittings AWWA C906, 4-Inch and Larger."
  - c. Draft of 1 miscellaneous water specification per staff request
  - d. Draft of 1 miscellaneous reuse water specification per staff request
4. Consistency Verification
  - a. FNI will coordinate changes made to the Water DACS with the wastewater and reuse criteria, drainage criteria, and 500-series specifications.

E. Water Meter Equivalency Analysis

1. Draft a technical memorandum that compares the meter equivalency table published by City of Round Rock to AWWA standards and the neighboring municipalities listed in section 3.A.6 by meter type and providing recommendations for adjustments to the LUE equivalents.

Deliverables:

- i. One (1) compiled set of recommendations for updates to the Water Design Standards
- ii. Three (3) summaries of workshop activity (pdf)
- iii. One (1) technical memorandum for the LUE - water meter equivalency evaluation
- iv. Revised water design criteria (MS Word and pdf)
- v. Revised water standard details (26 details) in ACAD and PDF
- vi. New water standard details (4 details) in ACAD and PDF
- vii. New reuse water standard detail (1 detail) in ACAD and PDF
- viii. Revised water standard specifications (9 specifications) in MS Word and PDF
- ix. New water standard specifications (2 specifications) in MS Word and PDF
- x. New reuse water standard specification (1 specification) in MS Word and PDF
- xi. Revised water standard construction notes in MS Word and PDF.

**Task 4: Wastewater Standards Updates**

A. Diagnostic Analysis

An analysis of the City's Design and Construction Standards for Wastewater infrastructure as noted below will be conducted as a basis for discussion of proposed updates with City staff. FNI will identify issues common with Code users/stakeholders and recommend updates based on industry best practices, overall utility policy in the Central Texas area, updates to the City of Austin 500-series specifications, and identify conflicts between City

codes and the DACS. Revisions to the code of ordinances are not included in the scope of this contract, but any recommendations for revisions will be communicated to City staff. FNI recommendations will be captured in spreadsheet format. It is FNI's understanding that City staff have prepared a spreadsheet list of recommended changes to the existing DACS. FNI will combine this list with FNI identified changes and present findings at workshops with staff to discuss proposed changes prior to making revisions to design criteria, standard details, and standard specifications.

1. Design and Construction Standards – Wastewater & Reuse Design Criteria
  - a. Section 1.1.0 – General (1/4 page)
  - b. Section 1.2.0 – Private Plumbing [1/4 page]
  - c. Section 1.3.0 – Construction Plan Information and Submittal Requirements (WW Sections) [ 2-1/2 pages]
  - d. Section 1.4.0 – Construction Inspection and City Acceptance [1 page]
  - e. Section 1.6.3 – Wastewater Systems [22 pages]
  - f. Section 2 – Utility Management Process [10 pages]
  - g. Section 3 – Work in City Controlled Property [15 pages]
  
2. Design and Construction Standards – Wastewater & Reuse Standard Details
  - a. WW-01 – Precast Concrete Wastewater Manhole Detail
  - b. WW-02 – Precast Concrete Wastewater Manhole with Drop Connection Detail
  - c. WW-03 – Precast Concrete Wastewater Manhole with Drop Service Detail
  - d. WW-04 – Cast-in-Place Base for Concrete Wastewater Manhole Detail
  - e. WW-05 – Manhole Vent for Below Ground Installation Detail (Developed Areas)
  - f. WW-06 – Manhole Vent for Above Ground Installation Detail (Undeveloped Areas)
  - g. WW-07 – Bolted Wastewater Manhole Cover and Frame Detail
  - h. WW-08 – Non-Bolted Wastewater Manhole Cover and Frame Detail
  - i. WW-09 – Precast 48" Concentric Concrete Cone Section Detail
  - j. WW-10 – Flexible "Seal Boot" Resilient Connector Detail
  - k. WW-11 – Wastewater Flow Patterns for Invert Channels Detail
  - l. WW-12 – Wastewater Service Detail
  - m. WW-13 – Wastewater Service Clean-Out Detail (Paved Surface)
  - n. WW-14 – Wastewater Service Clean-Out Detail (Non-Paved Surface)
  - o. WW-15 – Wastewater Manhole Abandonment Detail
  - p. WW-16 – Wastewater Lateral Connection to Existing Wastewater Main Detail
  - q. WW-17 – Wastewater Line Bedding and Surface Repair Detail (Existing Paved Surface)
  - r. WW-18 – Wastewater Line Bedding and Surface Repair Detail (Non-Paved and Proposed Paved Surface)
  - s. WW-19 – Manhole Marker Signage Detail
  - t. WW-20 – Concrete Trench Cap Detail
  - u. WW-21 – Existing Wastewater Manhole Connection Detail

3. Design and Construction Standards – Wastewater & Reuse Standard Specifications
  - a. 501 – Jacking or Boring Pipe (WW related sections) [6 pages]
  - b. 502 – Tunneling (WW related sections) [20 pages]
  - c. 503 – Frames, Grates, Rings and Covers (WW related sections) [3 pages]
  - d. 504 – Adjusting Structures (WW related sections) [3 pages]
  - e. 505 – Concrete Encasement and Encasement Pipe (WW related sections) [3 pages]
  - f. 506 – Manholes (WW related sections) [11 pages]
  - g. 510 – Pipe (WW related sections) [61 pages]
  - h. 511 – Water Valves (WW related sections) [11 pages]
  - i. 593 – P.C. Concrete Retards (WW related sections) [3 pages]
  
4. COA 500-Series Specifications for Comparison
  - a. 501 Jacking or Boring Pipe (WW related sections) [5 pages]
  - b. 503 – Frames, Grates, Rings and Covers (WW related sections) [3 pages]
  - c. 504S – Adjusting Structures (WW related sections) [3 pages]
  - d. 505S – Concrete Encasement and Encasement Pipe (WW related sections) [3 pages]
  - e. 506 – Manholes (WW related sections) [11 pages]
  - f. 509S – Excavation Safety Systems (WW related sections) [6 pages]
  - g. 510 – Pipe (WW related sections) [52 pages]
  - h. 511 – Water Valves (WW related sections) [8 pages]
  - i. 513 – HDPE Pipe and Fittings AWWA C906 (WW related sections) [12 pages]
  - j. 593S – P.C. Concrete Retards (WW related sections) [3 pages]
  
5. Design and Construction Standards – Wastewater Standard Notes

B. Workshop Preparation Meetings

The following 1-hr, virtual, workshop prep meetings for alignment between the City PM and FNI for the Wastewater DACS are anticipated:

1. Criteria Manual Workshop – discuss City and FNI proposed changes to the Wastewater and Reuse Water criteria with Development Services, Utility and Environmental Services, Wastewater and Reuse Operations, and Construction Inspection
  
2. Wastewater and Reuse Standard Details Workshop – discuss City and FNI proposed changes to the wastewater and reuse standard details with Utility and Environmental Services, Wastewater and Reuse Operations, and Construction Inspection
  
3. Water & Wastewater Standard Specifications Workshop – discuss City and FNI proposed changes to the wastewater & reuse specifications with Utility and Environmental Services

### C. Staff Workshops

The following 3-hour, in-person, planning workshops for the Wastewater and Reuse DACS are anticipated:

1. Criteria Manual Workshop – discuss City and FNI proposed changes to the wastewater and reuse criteria with Development Services, Utility and Environmental Services, Wastewater & Reuse Operations, and Construction Inspection
2. Wastewater Standard Details Workshop – discuss City and FNI proposed changes to the wastewater standard details with Utility and Environmental Services, Water Operations, and Construction Inspection
3. Water, Wastewater, and Reuse Standard Specifications Workshop – discuss City and FNI proposed changes to the wastewater and water specifications with Utility and Environmental Services and Water Operations

### D. Prepare Revised Wastewater DACS

Using the feedback from task 4C, FNI will prepare DACS components as noted below.

1. Wastewater Criteria Manual
  - a. Revisions to existing sections
  - b. New section on zero lot-line development – address utility requirements and assignment in dense urban areas where no public utility easements are available.
2. Wastewater Standard Details
  - a. Revisions to existing details delineated in Task 4A
  - b. Draft of new details for:
    - Minor and Major Manhole Adjustments
    - Fiberglass Manholes
    - New Service Lines on Existing Mains
    - Wastewater Encasement Pipe
    - Dry Utility Crossings
    - Concrete Encasement
  - c. Draft of 1 miscellaneous details per staff request
3. Wastewater and Reuse Standard Specifications
  - a. Revisions to existing standard specifications delineated in Task 4A
  - b. Draft of a new specification for Bypass Pumping
  - c. Draft of a new specification for Fiberglass manholes
4. Consistency Verification
  - a. FNI will coordinate changes made to the Wastewater DACS with the water criteria, reuse water criteria, drainage criteria, and 500-series specifications.

Deliverables:

- xii. One (1) compiled set of recommendations for updates to the Wastewater and Reuse Design Standards
- xiii. Three (3) summaries of workshop activity (pdf)
- xiv. Revised wastewater and reuse design criteria (MS Word and pdf)
- xv. Revised wastewater standard details (21 details) in ACAD and PDF
- xvi. New wastewater standard details (8 details) in ACAD and PDF
- xvii. Revised wastewater standard specifications (9 specifications) in MS Word and PDF
- xviii. New wastewater standard specifications (2 specifications) in MS Word and PDF
- xix. Revised wastewater construction notes in MS Word and PDF.

**Task 5: Drainage Standards Updates**

A. Diagnostic Analysis

An analysis of the City's Design and Construction Standards for Drainage as noted below will be conducted as a basis for discussion of proposed updates with City staff. FNI will identify issues common with Code users/stakeholders and recommend updates based on industry best practices, overall drainage policy in the Central Texas area, and identify conflicts between City codes and the DACS. Revisions to the code of ordinances are not included in the scope of this contract, but any recommendations for revisions will be communicated to City staff. FNI recommendations will be captured in spreadsheet format. It is FNI's understanding that City staff have prepared a spreadsheet list of recommended changes to the existing DACS. FNI will combine this list with FNI identified changes and present findings at workshops with staff to discuss proposed changes prior to making revisions to design criteria, standard details, and standard specifications.

- 1. Design and Construction Standards – Drainage Design Criteria
  - a. Section 1 – Policy [9 pages]
  - b. Section 2 – Determination of Storm Runoff [20 pages]
  - c. Section 3 – Street Flow [8 pages]
  - d. Section 4 – Inlets [9 pages]
  - e. Section 5 – Storm Drains [16 pages]
  - f. Section 6 – Open Channel [15 pages]
  - g. Section 7- Culverts [17 pages]
  - h. Section 8 – Stormwater Management [7 pages]
  - i. Section 9 – Erosion and Sedimentation Control [4 pages]
  - j. Appendix A [12 pages]
  - k. Appendix B [62 pages]
  - l. Appendix C [95 pages]
  
- 2. Design and Construction Standards – Drainage Standard Details
  - a. DR-01 – Storm Sewer Line Bedding Detail, existing paved surface
  - b. DR-02 – Storm Sewer Line Bedding Detail, non-paved surface
  - c. DR-03 – Concrete Trickle Channel Detail
  - d. DR-04 – French Drain Detail, existing paved surface
  - e. DR-05 – Storm Sewer Manhole Cover and Frame Detail, bolted
  - f. DR-06 – Storm Sewer Manhole Cover and Frame Detail, non-bolted
  - g. DR-07 – Storm Sewer Inlet Cover and Frame Detail

h. ST-29 – Standard 10’ and 15’ Curb Inlet

3. Design and Construction Standards – Drainage Standard Specifications

The following items will be reviewed for the Stormwater scope. Other 500 Series specifications will be reviewed through the water/wastewater scope.

- a. 503 – Frames, Grates, Rings and Covers [3 pages]
- b. 506 – Manholes (stormwater related sections) [11 pages]
- c. 507 – Bulkheads [2 pages]
- d. 508 – Miscellaneous structures and Appurtenances [5 pages]
- e. 510 – Pipe (stormwater related sections) [61 pages]
- f. 558 – Structural Plate Structures [7 pages]
- g. 559 – Portland Cement Concrete Box Culverts [7 pages]
- h. 591 – Riprap for Slope Protection [6 pages]
- i. 594 – Gabions and Revet Mattresses [14 pages]

4. COA 500-Series Specifications for Comparison

- a. 501 Jacking or Boring Pipe (stormwater related sections) [5 pages]
- b. 503 – Frames, Grates, Rings and Covers (stormwater related sections) [3 pages]
- c. 504S – Adjusting Structures (stormwater related sections) [3 pages]
- d. 505S – Concrete Encasement and Encasement Pipe (stormwater related sections) [3 pages]
- e. 506 – Manholes (stormwater related sections) [11 pages]
- f. 509S – Excavation Safety Systems (stormwater related sections) [6 pages]
- g. 510 – Pipe (stormwater related sections) [52 pages]
- h. 551 – Pipe Underdrains (stormwater related sections) [4 pages]
- i. 558 – Structural Plate Structures (stormwater related sections) [6 pages]
- j. 559S – Concrete Box Culverts (stormwater related sections) [8 pages]
- k. 591S – Riprap for Slope Protection (stormwater related sections) [10 pages]
- l. 593S – P.C. Concrete Retards (stormwater related sections) [3 pages]

5. Design and Construction Standards – Streets and Drainage Standard Notes

B. Workshop Preparation Meetings

The following 1-hr, virtual, workshop prep meetings for alignment between the City PM and FNI for the Drainage DACS are anticipated:

- 1. Criteria Manual Workshop – discuss City and FNI proposed changes to the Drainage criteria with Development Services, Stormwater Engineering, Drainage Operations, and Construction Inspection
- 2. Drainage Standard Details Workshop – discuss City and FNI proposed changes to the drainage standard details with Stormwater Engineering, Drainage Operations, and Construction Inspection
- 3. Drainage Standard Specifications Workshop – discuss City and FNI proposed changes to the drainage specifications with Stormwater Engineering

### C. Staff Workshops

The following 3-hour, in-person, planning workshops for the Drainage DACS are anticipated:

1. Criteria Manual Workshop – discuss City and FNI proposed changes to the drainage criteria with Development Services, Stormwater Engineering, Drainage Operations, and Construction Inspection
2. Drainage Standard Details Workshop – discuss City and FNI proposed changes to the drainage standard details with Stormwater Engineering, Drainage Operations, and Construction Inspection
3. Drainage Standard Specifications Workshop – discuss City and FNI proposed changes to the drainage specifications with Stormwater Engineering

### D. Prepare Revised Drainage DACS

Using the feedback from task 5C, FNI will prepare DACS components as noted below.

1. Drainage Criteria Manual
  - a. Revisions to existing sections
  - b. Key updates to Drainage DACS based on the City's RAI<sub>n</sub> (Rainfall Application Instructions (Aug 2020) guidance, the City of Austin Drainage Criteria Manual (DCM), and current industry standards (NOAA Atlas 14, NRCS TR-55, and USACE HEC-HMS/HEC-RAS) to align DACS Drainage Policy with current hydrologic standards, ensure transparency in rainfall data sources, and close traceability gaps between DACS, RAI<sub>n</sub>, and external design manuals.
  - c. Formally reference the RAI<sub>n</sub> document by name and date in DACS §1.1.0 or §1.2.2: "Rainfall inputs and hydrologic method limits shall follow the City of Round Rock RAI<sub>n</sub> – Rainfall Application Instructions for Hydrologic Analyses and Designs (Aug 2020), as amended."
  - d. Reference the Brushy Creek and Lake Creek watershed rainfall tables from RAI<sub>n</sub> as the standard data source unless a site-specific Atlas 14 derivation is approved.
  - e. Include optional Curve Number (CN) climatic adjustments per TxDOT 0-2104 with the RAI<sub>n</sub> guardrails ( $\pm 15$  max adjustment, not below 40 if CN > 40).
  - f. Clarify the 100-year peak discharge policy to specify whether it must be matched, reduced, or simply conveyed safely without adverse impacts when RSMP participation is used.
  - g. The DCM does not include all the storm events for providing detention and does not match the CoRR Code of Ordinances (Sec 4-86 (a))
2. Drainage Standard Details
  - a. Revisions to existing details delineated in Task 5A
  - b. Revise TxDOT standard storm drain inlet details for internal use on City Capital Improvement Projects as needed. Replace inlet lids with the City of

Round Rock standard lid and update details to meet or align with the City of Round Rock Drainage Criteria Manual.

- c. Draft of new storm sewer manhole detail
  - d. Draft of 5 miscellaneous details per staff request
3. Drainage Standard Specifications
- a. Revisions to existing standard specifications delineated in Task 5A
  - b. New special provision for TxDot Inlets
  - c. Draft of 5 miscellaneous specification per staff request

4. Consistency Verification

FNI will coordinate changes made to the Drainage DACS with the water criteria, wastewater and reuse criteria, and 500-series specifications.

Deliverables:

- xx. One (1) compiled set of recommendations for updates to the Drainage Design Standards
- xxi. Three (3) summaries of workshop activity (pdf)
- xxii. Revised drainage design criteria (MS Word and pdf)
- xxiii. Revised drainage standard details (8 details) in ACAD and PDF
- xxiv. New drainage standard details (3 details) in ACAD and PDF
- xxv. Revised drainage standard specifications (9 specifications) in MS Word and PDF
- xxvi. New drainage standard specifications (1 specification) in MS Word and PDF
- xxvii. Revised water standard construction notes in MS Word and PDF.

ARTICLE II

**TIME OF COMPLETION:** FNI is authorized to commence work on the Project upon execution of this Agreement and agrees to complete the basic services within **twelve (12) months of the notice to proceed (Exhibit C)**.

If FNI's services are delayed through no fault of FNI, FNI shall be entitled to adjust the contract TIME OF COMPLETION consistent with the number of days of delay. These delays may include, but are not limited to, delays in City or regulatory reviews, delays in the flow of information to be provided to FNI, regulatory body approvals, etc. These delays may result in an adjustment to compensation as outlined in the Agreement and will be based upon rates outlined in Attachment C.

ARTICLE III

**RESPONSIBILITIES OF CITY:** City shall perform the following in a timely manner so as not to delay the services of FNI:

- A. Provide meeting space and coordinate equipment needs, room set up, and logistics for meetings outlined in Article I.
- B. Provide information from all previous and current studies and projects (as available) that may affect the outcome of the Project. This information will be provided in digital format when possible and available.

- C. Provide any identified Code deficiencies or issues known to City staff.
- D. Provide any map data that may be required for the Project. These data will be in a file type native to ESRI ArcGIS.
- E. Examine and provide prompt feedback on all submittals, draft reports, sketches, drawings, and other documents presented by FNI within a reasonable time (per schedule in Exhibit C) so as not to delay the services of FNI. City comments should be consolidated with clear and concise edits, preferably typed for legibility.
- F. Designate in writing a person to act as City's representative with respect to Project services to be rendered under this Agreement. Such person shall have contract authority to transmit instructions, receive information, interpret, and define City's policies and decisions with respect to FNI's services for the Project.
- G. Arrange for access to and make all provisions for FNI's Project Team members to enter upon public and private property as required for FNI to perform services under this Agreement.
- H. Bear all costs incident to compliance with the requirements of this Article III.

ARTICLE IV

**DESIGNATED REPRESENTATIVES:** FNI and City designate the following Project representatives:

Client's Project Representative	Name: Adam Levy, PE E-mail: <a href="mailto:alevy@roundrocktexas.gov">alevy@roundrocktexas.gov</a> Phone: (512) 341-3394 Address: <u>3400 Sunrise Road, Round Rock, Texas 78665</u>
Client's Accounting Representative	Name: E-mail: Phone: Address:
FNI's Project Representative	Name: <u>Michael Lafferty, PE</u> E-mail: <a href="mailto:michael.lafferty@freese.com">michael.lafferty@freese.com</a> Phone: (512) 643 0821 Address: <u>10431 Morado Circle, Suite 300 Austin Texas 78759</u>
FNI's Accounting Representative	Name: Ashley O'Neil E-mail: <a href="mailto:Ashley.ONeil@freese.com">Ashley.ONeil@freese.com</a> Phone: 512 737 2051 Address: <u>10431 Morado Circle, Suite 300 Austin Texas 78759</u>

EXHIBIT "C"  
WORK SCHEDULE

Attached Behind This Page

ID	Task Name	Duration	Start	Finish	Predecessors	Timeline																		
						Mar	Qtr 2, 2026			Qtr 3, 2026			Qtr 4, 2026			Qtr 1, 2027								
						Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar						
1	<b>City of Round Rock - 2026 DACS Update</b>	0 days	Mon 3/2/26	Mon 3/2/26		3/2																		
2	Project Kickoff (Client Meeting)	0 days	Mon 3/2/26	Mon 3/2/26	1	3/2																		
3	<b>Task 3 - Water Standards Updates</b>	<b>129 days</b>	<b>Mon 3/2/26</b>	<b>Thu 8/27/26</b>		→												8/27						
4	Criteria Diagnostic Analysis - FNI	15 days	Mon 3/2/26	Fri 3/20/26	2																			
5	Water Design Criteria Workshop	3 days	Mon 3/23/26	Wed 3/25/26	4																			
6	Draft Revised Criteria	25 days	Thu 3/26/26	Wed 4/29/26	5																			
7	Revised Criteria - Quality Control	5 days	Thu 4/30/26	Wed 5/6/26	6																			
8	Submit Revised Criteria for City Review	5 days	Thu 5/7/26	Wed 5/13/26	7																			
9	Review Period (Water Criteria)	20 days	Thu 5/14/26	Wed 6/10/26	8																			
10	Incorporate Final Criteria Comments (Water)	20 days	Thu 6/11/26	Wed 7/8/26	9																			
11	Water Standard Details - FNI Evaluation	15 days	Thu 5/14/26	Wed 6/3/26	8																			
12	Water Standard Details Workshop	3 days	Thu 6/4/26	Mon 6/8/26	11																			
13	Draft Revised Details	25 days	Tue 6/9/26	Mon 7/13/26	12																			
14	Draft Revised Details - Internal Quality Control	6 days	Tue 7/14/26	Tue 7/21/26	13																			
15	Submit Revised Details for City Review	7 days	Wed 7/22/26	Thu 7/30/26	14																			
16	Review Period (Water Standard Details)	20 days	Fri 7/31/26	Thu 8/27/26	15																			
17	Incorporate Final Details Comments (Water)	15 days	Thu 6/11/26	Wed 7/1/26	9																			
18	<b>Task 4 - Wastewater and Reuse Standards Updates</b>	<b>195 days</b>	<b>Thu 6/11/26</b>	<b>Wed 3/10/27</b>		→												3/10						
19	Criteria Diagnostic Analysis - FNI	15 days	Thu 6/11/26	Wed 7/1/26	9																			
20	Wastewater and Reuse Design Criteria Workshop	3 days	Thu 7/2/26	Mon 7/6/26	19																			
21	Draft Revised Criteria	20 days	Tue 7/7/26	Mon 8/3/26	20																			
22	Revised Criteria - Quality Control	6 days	Tue 8/4/26	Tue 8/11/26	21																			
23	Submit Revised Criteria for City Review	6 days	Wed 8/12/26	Wed 8/19/26	22																			
24	Review Period (Wastewater and Reuse Criteria)	20 days	Thu 1/21/27	Wed 2/17/27	23,30,37																			
25	Incorporate Final Criteria Comments (WW and Reuse)	15 days	Thu 2/18/27	Wed 3/10/27	24																			
26	WW and Reuse Standard Details - FNI Evaluation	15 days	Thu 8/20/26	Wed 9/9/26	23																			
27	WW and Reuse Standard Details Workshop	3 days	Thu 9/10/26	Mon 9/14/26	26																			
28	Draft Revised and New Details	20 days	Tue 9/15/26	Mon 10/12/26	27																			
29	Draft Revised Details - Internal Quality Control	6 days	Tue 10/13/26	Tue 10/20/26	28																			
30	Submit Revised Details for City Review	6 days	Wed 10/21/26	Wed 10/28/26	29																			
31	Review Period (WW and Reuse Standard Details)	20 days	Thu 10/29/26	Wed 11/25/26	30																			
32	Incorporate Final Details Comments (WW and Reuse)	20 days	Thu 11/26/26	Wed 12/23/26	31																			
33	W, WW and Reuse Standard Specifications - FNI Evaluation	20 days	Thu 10/29/26	Wed 11/25/26	30,15																			
34	W, WW and Reuse Standard Specifications Workshop	3 days	Thu 11/26/26	Mon 11/30/26	33																			
35	Draft Revised & New Specifications	25 days	Tue 12/1/26	Mon 1/4/27	34																			

Project: 2026 DACS Update  
Date: Thu 1/15/26

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

ID	Task Name	Duration	Start	Finish	Predecessors	Timeline												
						Mar	Qtr 2, 2026			Qtr 3, 2026			Qtr 4, 2026			Qtr 1, 2027		
						Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar
36	Draft Revised Specifications - Internal Quality Control	6 days	Tue 1/5/27	Tue 1/12/27	35													
37	Submit Revised Specifications for City Review	6 days	Wed 1/13/27	Wed 1/20/27	36													
38	Review Period (W, WW and Reuse Standard Specifications)	30 days	Thu 1/21/27	Wed 3/3/27	37													
39	Incorporate Final Specifications Comments (W, WW and Reuse)	15 days	Thu 2/18/27	Wed 3/10/27	24													
40	<b>Task 5 - Drainage Standards Updates</b>	<b>249 days</b>	<b>Mon 3/2/26</b>	<b>Thu 2/11/27</b>		→ 2/11												
41	Diagnostic Analysis - FNI	30 days	Mon 3/2/26	Fri 4/10/26	2													
42	Drainage Design Criteria Workshop	3 days	Mon 4/13/26	Wed 4/15/26	41													
43	Draft Revised Criteria	30 days	Thu 4/16/26	Wed 5/27/26	42													
44	Revised Criteria - Quality Control	6 days	Thu 5/28/26	Thu 6/4/26	43													
45	Submit Revised Criteria for City Review	10 days	Fri 6/5/26	Thu 6/18/26	44													
46	Review Period (Drainage Criteria)	20 days	Fri 6/19/26	Thu 7/16/26	45													
47	Incorporate Final Criteria Comments (Drainage)	15 days	Fri 7/17/26	Thu 8/6/26	46													
48	Drainage Standard Details - FNI Evaluation	20 days	Fri 6/19/26	Thu 7/16/26	45													
49	Drainage Standard Details Workshop	3 days	Fri 7/17/26	Tue 7/21/26	48													
50	Draft Revised and New Details	20 days	Wed 7/22/26	Tue 8/18/26	49													
51	Draft Revised Details - Internal Quality Control	6 days	Wed 8/19/26	Wed 8/26/26	50													
52	Submit Revised Details for City Review	11 days	Thu 8/27/26	Thu 9/10/26	51													
53	Review Period (Drainage Standard Details)	20 days	Fri 9/11/26	Thu 10/8/26	52													
54	Incorporate Final Details Comments (Drainage)	20 days	Fri 10/9/26	Thu 11/5/26	53													
55	Drainage Standard Specifications - FNI Evaluation	30 days	Fri 9/11/26	Thu 10/22/26	52													
56	Drainage Standard Specifications Workshop	3 days	Fri 10/23/26	Tue 10/27/26	55													
57	Draft Revised & New Specifications	25 days	Wed 10/28/26	Tue 12/1/26	56													
58	Draft Revised Specifications - Internal Quality Control	6 days	Wed 12/2/26	Wed 12/9/26	57													
59	Submit Revised Specifications for City Review	11 days	Thu 12/10/26	Thu 12/24/26	58													
60	Review Period (Drainage Standard Specifications)	20 days	Fri 12/25/26	Thu 1/21/27	59													
61	Incorporate Final Specifications Comments (Drainage)	15 days	Fri 1/22/27	Thu 2/11/27	60													
62	Deliver Final Combined DACS	10 days	Fri 2/12/27	Thu 2/25/27	10,17,25,32,39,47,54,61													

Project: 2026 DACS Update  
Date: Thu 1/15/26

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

EXHIBIT "D"  
FEE SCHEDULE

Attached Behind This Page

City of Round Rock: 2026 DACS Update  
Exhibit D - Fee Breakdown  
Task and Discipline Summary

Task Description	Effort	Participation by Discipline
Task 1 - Project Management	\$ 26,096	
Task 2 - Engagement and Project Meetings	\$ 28,714	
Task 3 - Water and Reuse Standards Updates	\$ 88,169	31%
Task 4 - Wastewater Standards Update	\$ 73,508	26%
Task 5 - Drainage Standards Update	\$ 121,597	43%

**Total Effort: \$ 338,084**

City of Round Rock 2026 Design and Construction Standards Update  
2/26/2026  
Detailed Cost Breakdown

Project Fee Summary	
Basic Services	\$ 338,084
Special Services	\$ -
Additional Services	\$ -
<b>Total Project</b>	<b>\$ 338,084</b>

Tasks				Labor												Total Hours	
BST Task (for Project Setup)	Basic, Special or Additional	Task	Task Description	Anne Hoskins	Michael Lafferty	Cristian Ortuno Reintsch	Daniel Stoutenburg	Elena Lopez	Sarah West	Samhitha Japa	Jay Scanlon	Charles Crowell	Noe Ortiz	John New	Dave Christiansen		Haley Rosales
				Senior Advisor	PM / Util Lead	Util Engineer	Util QC	Util CAD	SW Lead	SW Production	Tech Advisor/SA	QC Reviewer	CAD	QA	WMP SA		WMP EIT
	Basic		<b>Task 1 - Project Management</b>														
	Basic		Maintain and monitor scope / schedule / budget		24												24
	Basic		One Page Reports / Periodic client communications		6	12											18
	Basic		Project Setup		3												3
	Basic		Project Closeout		3												3
	Basic		Develop quality management plan		1	2											3
	Basic		Senior Advisor Check-Ins & Assistance (monthly)	12	12				12		12						48
	Basic		Quality Assurance reviews (3)		5									3			8
			<b>Task 2 - Engagement and Project Meetings</b>														
	Basic		Internal kickoff meeting (virtual)	1	1	1			1	1							5
	Basic		External kickoff meeting (in person)		2	3			10								15
	Basic		Periodic internal meetings (assumed 30 minute biweekly meetings for 12 months)	2	13	13	2		13	13	2	2					60
	Basic		Client Check-In meetings (6x - virtual)		6	12											18
	Basic		City Council Meeting (2x)		8												8
	Basic		Transportation DACS Coordination Meetings (2x - virtual)		6	6			6	6							24
			<b>Task 3 - Water and Reuse Standards Updates</b>														
	Basic		A. Diagnostic Analysis														
	Basic		Water and Reuse Specifications (40 pages)		6	6											12
	Basic		Water Standard Details (26 details)		13	13											26
	Basic		Water Standard Specifications (121 pages)		12	12											24
	Basic		COA 500 Series Review (110 pages)		6	6											11
	Basic		Water Standard Notes (1 page)		1	2											3
	Basic		B. Workshop Preparation Meetings														
	Basic		Water Criteria Manual Workshop		1	2											3
	Basic		Water Standard Details		1	2											3
	Basic		Water and Wastewater Standard Specifications		1	2											3
	Basic		C. Staff Workshops														
	Basic		Water Criteria Manual Workshop	1	4	8											13
	Basic		Water Standard Details	1	4	8											13
	Basic		Water and Wastewater Standard Specifications	1	2	4											7
	Basic		D. Prepare Revised DACS														
	Basic		Revised Water Criteria Manual Sections	4	6	12	8										30
	Basic		Revised Water and Reuse Standard Details (26 details)	4		26	8	52									90
	Basic		New Water Details (2 + 2 Misc.)		4	8	4	32									48
	Basic		New Reuse Detail (1x Misc.)		1	2	1	8									12
	Basic		Revised Water Standard Specifications (121 pages)	4	12	24	8										48
	Basic		New HDPE Pipe Specification		3	8	2										13
	Basic		New Water Specification (1x)		3	8	2										13
	Basic		New Reuse Specification (1x)		2	8	2										12
	Basic		Revised water standard notes			2											2
	Basic		Consistency Check for water sections vs UCM/DCM/500 Series			6											6
	Basic		E. LUE Meter Equivalency Evaluation														
	Basic		AWWA Flow Rate Comparison												2	8	10
	Basic		Neighboring Utility comparison												4	16	20
	Basic		Draft Technical Memorandum												4	16	20
	Basic		Final Technical Memorandum												2	8	10
			<b>Task 4 - Wastewater Standards Upd.</b>														
	Basic		A. Diagnostic Analysis														
	Basic		Wastewater Specifications (52 pages)		6	6											12
	Basic		Wastewater Standard Details (21 details)		11	11											21
	Basic		Wastewater Standard Specifications (118 pages)		12	12											24
	Basic		COA 500 Series Review (106 pages)		5	5											11
	Basic		Wastewater Standard Notes (1 page)		1	2											3
	Basic		B. Workshop Preparation Meetings														
	Basic		Wastewater & Reuse Criteria Manual Workshop		1	2											3
	Basic		Wastewater & Reuse Standard Details Workshop		1	2											3
	Basic		Water and Wastewater Standard Specifications		1	2											3
	Basic		C. Staff Workshops														
	Basic		Wastewater & Reuse Criteria Manual Workshop	1	6	8											15
	Basic		Wastewater & Reuse Standard Details Workshop	1	6	8											15
	Basic		Water and Wastewater Standard Specifications	1	2	4											7
	Basic		D. Prepare Revised DACS														
	Basic		Revised Wastewater Criteria Manual Sections	4	6	12											30



**City of Round Rock 2026 Design and Construction Standards Update  
2/26/2026  
Detailed Cost Breakdown**

Tasks				
BST Task (for Project Setup)	Basic, Special or Additional	Task	Task Description	Total Labor Effort
	Basic		<b>Task 1 - Project Management</b>	\$ -
	Basic		Maintain and monitor scope / schedule / budget	\$ 5,424
	Basic		One Page Reports / Periodic client communications	\$ 3,456
	Basic		Project Setup	\$ 678
	Basic		Project Closeout	\$ 678
	Basic		Develop quality management plan	\$ 576
	Basic		Senior Advisor Check-Ins & Assistance (monthly)	\$ 13,236
	Basic		Quality Assurance reviews (3)	\$ 2,048
				\$ -
	Basic		<b>Task 2 - Engagement and Project Meetings</b>	\$ -
	Basic		Internal kickoff meeting (virtual)	\$ 1,147
	Basic		External kickoff meeting (in person)	\$ 3,627
	Basic		Periodic internal meetings (assumed 30 minute biweekly meetings for 12 months)	\$ 13,217
	Basic		Client Check-In meetings (6x - virtual)	\$ 3,456
	Basic		City Council Meeting (2x)	\$ 1,808
	Basic		Transportation DACS Coordination Meetings (2x - virtual)	\$ 5,046
				\$ -
	Basic		<b>Task 3 - Water and Reuse Standards Updates</b>	\$ -
	Basic		A. Diagnostic Analysis	\$ -
	Basic		Water and Reuse Specifications (40 pages)	\$ 2,406
	Basic		Water Standard Details (26 details)	\$ 5,213
	Basic		Water Standard Specifications (121 pages)	\$ 4,852
	Basic		COA 500 Series Review (110 pages)	\$ 2,206
	Basic		Water Standard Notes (1 page)	\$ 576
	Basic		B. Workshop Preparation Meetings	\$ -
	Basic		Water Criteria Manual Workshop	\$ 576
	Basic		Water Standard Details	\$ 576
	Basic		Water and Wastewater Standard Specifications	\$ 576
	Basic		C. Staff Workshops	\$ -
	Basic		Water Criteria Manual Workshop	\$ 2,610
	Basic		Water Standard Details	\$ 2,610
	Basic		Water and Wastewater Standard Specifications	\$ 1,458
	Basic		D. Prepare Revised DACS	\$ -
	Basic		Revised Water Criteria Manual Sections	\$ 6,800
	Basic		Revised Water and Reuse Standard Details (26 details)	\$ 16,214
	Basic		New Water Details (2 + 2 Misc.)	\$ 8,484
			New Reuse Detail (1x Misc.)	\$ 2,121
	Basic		Revised Water Standard Specifications (121 pages)	\$ 10,314
	Basic		New HDPE Pipe Specification	\$ 2,608
	Basic		New Water Specification (1x)	\$ 2,608
			New Reuse Specification (1x)	\$ 2,382
	Basic		Revised water standard notes	\$ 350
	Basic		Consistency Check for water sections vs UCM/DCM/500 Series	\$ 1,050
	Basic		E. LUE Meter Equivalency Evaluation	\$ -
	Basic		AWWA Flow Rate Comparison	\$ 1,930
	Basic		Neighboring Utility comparison	\$ 3,860
	Basic		Draft Technical Memorandum	\$ 3,860
	Basic		Final Technical Memorandum	\$ 1,930
				\$ -
	Basic		<b>Task 4 - Wastewater Standards Upd.</b>	\$ -
	Basic		A. Diagnostic Analysis	\$ -
	Basic		Wastewater Specifications (52 pages)	\$ 2,406
	Basic		Wastewater Standard Details (21 details)	\$ 4,211
	Basic		Wastewater Standard Specifications (118 pages)	\$ 4,732
	Basic		COA 500 Series Review (106 pages)	\$ 2,125
	Basic		Wastewater Standard Notes (1 page)	\$ 576
	Basic		B. Workshop Preparation Meetings	\$ -
	Basic		Wastewater & Reuse Criteria Manual Workshop	\$ 576
	Basic		Wastewater & Reuse Standard Details Workshop	\$ 576
	Basic		Water and Wastewater Standard Specifications	\$ 576
	Basic		C. Staff Workshops	\$ -
	Basic		Wastewater & Reuse Criteria Manual Workshop	\$ 3,062
	Basic		Wastewater & Reuse Standard Details Workshop	\$ 3,062
	Basic		Water and Wastewater Standard Specifications	\$ 1,458
	Basic		D. Prepare Revised DACS	\$ -
	Basic		Revised Wastewater Criteria Manual Sections	\$ 4,680

**City of Round Rock 2026 Design and Construction Standards Update**  
**2/26/2026**  
**Detailed Cost Breakdown**

Tasks				
BST Task (for Project Setup)	Basic, Special or Additional	Task	Task Description	Total Labor Effort
	Basic		Revised Wastewater Standard Details (21 details)	\$ 13,992
	Basic		New Wastewater & Reuse Details (6x + 1x Misc.)	\$ 14,847
	Basic		Revised Wastewater & Reuse Standard Specifications (118 pages)	\$ 10,314
			New Bypass Pumping Specification	\$ 2,382
	Basic		New Fiberglass Manhole Specification (1x)	\$ 2,382
	Basic		Revised WW Standard Notes	\$ 350
	Basic		Consistency Check for wastewater sections vs UCM/DCM/500 Series	\$ 1,050
				\$ -
	Basic		<b>Task 5 - Drainage Standards Update</b>	\$ -
	Basic		A. Diagnostic Analysis	\$ -
	Basic		Drainage Specifications (274 pages)	\$ 12,056
	Basic		Drainage Standard Details (8 details)	\$ 1,760
	Basic		Drainage Standard Specifications (116 pages)	\$ 5,104
	Basic		COA 500 Series Review (117 pages)	\$ 2,574
	Basic		Drainage Standard Notes	\$ 615
	Basic		B. Workshop Preparation Meetings	\$ -
	Basic		Drainage Criteria Manual Workshop	\$ 841
	Basic		Drainage Standard Details Workshop	\$ 841
	Basic		Drainage Standard Specifications	\$ 841
	Basic		C. Staff Workshops	\$ -
	Basic		Drainage Criteria Manual Workshop	\$ 5,445
	Basic		Drainage Standard Details Workshop	\$ 5,219
	Basic		Drainage Standard Specifications	\$ 4,519
	Basic		D. Prepare Revised DACS	\$ -
	Basic		Convert Stormwater DACS & Specifications from PDF to Word	\$ 5,620
	Basic		Revised Drainage Criteria Manual Sections	\$ 17,220
	Basic		Revised Drainage Standard Details (8 details)	\$ 6,250
	Basic		New Drainage Details (5x)	\$ 21,475
			New Storm Drain Manhole Detail (1x)	\$ 4,295
	Basic		Revised TxDOT Inlet Detail (1x)	\$ 1,660
	Basic		Revised Drainage Standard Specifications (116 pages)	\$ 9,254
	Basic		New Special Provision for TxDOT Inlets	\$ 2,195
	Basic		New Drainage Specification (5x)	\$ 10,975
	Basic		Revised Drainage Standard Notes	\$ 350
	Basic		Consistency Check for Stormwater sections vs UCM/DCM/500 Series	\$ 1,400
				\$ -
				\$ -
				\$ -
<b>Total Hours / Quantity</b>				
<b>Total Effort</b>				<b>\$ 336,431</b>

City of Round Rock 2026 Design and Construction Standards Update  
2/26/2026  
Detailed Cost Breakdown

Basic Services
Special Services
Additional Services
Total Project

Tasks				Expenses		
BST Task (for Project Setup)	Basic, Special or Additional	Task	Task Description	Tech Charge	Miles	Total Expense Effort
	Basic		<b>Task 1 - Project Management</b>	-		\$ -
	Basic		Maintain and monitor scope / schedule / budget	24		\$ -
	Basic		One Page Reports / Periodic client communications	18		\$ -
	Basic		Project Setup	3		\$ -
	Basic		Project Closeout	3		\$ -
	Basic		Develop quality management plan	3		\$ -
	Basic		Senior Advisor Check-Ins & Assistance (monthly)	48		\$ -
	Basic		Quality Assurance reviews (3)	8		\$ -
				-		\$ -
	Basic		<b>Task 2 - Engagement and Project Meetings</b>	-		\$ -
	Basic		Internal kickoff meeting (virtual)	5		\$ -
	Basic		External kickoff meeting (in person)	15	500	\$ 363
	Basic		Periodic internal meetings (assumed 30 minute biweekly meetings for 12 months)	60		\$ -
	Basic		Client Check-In meetings (6x - virtual)	18		\$ -
	Basic		City Council Meeting (2x)	8	70	\$ 51
	Basic		Transportation DACS Coordination Meetings (2x - virt)	24		\$ -
				-		\$ -
	Basic		<b>Task 3 - Water and Reuse Standards Updates</b>	-		\$ -
	Basic		A. Diagnostic Analysis	-		\$ -
	Basic		Water and Reuse Specifications (40 pages)	12		\$ -
	Basic		Water Standard Details (26 details)	26		\$ -
	Basic		Water Standard Specifications (121 pages)	24		\$ -
	Basic		COA 500 Series Review (110 pages)	11		\$ -
	Basic		Water Standard Notes (1 page)	3		\$ -
	Basic		B. Workshop Preparation Meetings	-		\$ -
	Basic		Water Criteria Manual Workshop	3		\$ -
	Basic		Water Standard Details	3		\$ -
	Basic		Water and Wastewater Standard Specifications	3		\$ -
	Basic		C. Staff Workshops	-		\$ -
	Basic		Water Criteria Manual Workshop	13		\$ -
	Basic		Water Standard Details	13		\$ -
	Basic		Water and Wastewater Standard Specifications	7		\$ -
	Basic		D. Prepare Revised DACS	-		\$ -
	Basic		Revised Water Criteria Manual Sections	30		\$ -
	Basic		Revised Water and Reuse Standard Details (26 details)	90		\$ -
	Basic		New Water Details (2 + 2 Misc.)	48		\$ -
			New Reuse Detail (1x Misc.)	12		\$ -
	Basic		Revised Water Standard Specifications (121 pages)	48		\$ -
	Basic		New HDPE Pipe Specification	13		\$ -
	Basic		New Water Specification (1x)	13		\$ -
			New Reuse Specification (1x)	12		\$ -
	Basic		Revised water standard notes	2		\$ -
	Basic		Consistency Check for water sections vs UCM/DCM/500 Series	6		\$ -
	Basic		E. LUE Meter Equivalency Evaluation	-		\$ -
	Basic		AWWA Flow Rate Comparison	10		\$ -
	Basic		Neighboring Utility comparison	20		\$ -
	Basic		Draft Technical Memorandum	20		\$ -
	Basic		Final Technical Memorandum	10		\$ -
				-		\$ -
	Basic		<b>Task 4 - Wastewater Standards Upd.</b>	-		\$ -
	Basic		A. Diagnostic Analysis	-		\$ -
	Basic		Wastewater Specifications (52 pages)	12		\$ -
	Basic		Wastewater Standard Details (21 details)	21		\$ -
	Basic		Wastewater Standard Specifications (118 pages)	24		\$ -
	Basic		COA 500 Series Review (106 pages)	11		\$ -
	Basic		Wastewater Standard Notes (1 page)	3		\$ -
	Basic		B. Workshop Preparation Meetings	-		\$ -
	Basic		Wastewater & Reuse Criteria Manual Workshop	3		\$ -
	Basic		Wastewater & Reuse Standard Details Workshop	3		\$ -
	Basic		Water and Wastewater Standard Specifications	3		\$ -
	Basic		C. Staff Workshops	-		\$ -
	Basic		Wastewater & Reuse Criteria Manual Workshop	15	70	\$ 51
	Basic		Wastewater & Reuse Standard Details Workshop	15	70	\$ 51
	Basic		Water and Wastewater Standard Specifications	7	70	\$ 51
	Basic		D. Prepare Revised DACS	-		\$ -
	Basic		Revised Wastewater Criteria Manual Sections	22		\$ -



**City of Round Rock 2026 Design and Construction Standards Update  
2/26/2026  
Detailed Cost Breakdown**

Tasks				Total
BST Task (for Project Setup)	Basic, Special or Additional	Task	Task Description	Total Effort
	Basic		<b>Task 1 - Project Management</b>	\$ -
	Basic		Maintain and monitor scope / schedule / budget	\$ 5,424
	Basic		One Page Reports / Periodic client communications	\$ 3,456
	Basic		Project Setup	\$ 678
	Basic		Project Closeout	\$ 678
	Basic		Develop quality management plan	\$ 576
	Basic		Senior Advisor Check-Ins & Assistance (monthly)	\$ 13,236
	Basic		Quality Assurance reviews (3)	\$ 2,048
				\$ -
	Basic		<b>Task 2 - Engagement and Project Meetings</b>	\$ -
	Basic		Internal kickoff meeting (virtual)	\$ 1,147
	Basic		External kickoff meeting (in person)	\$ 3,990
	Basic		Periodic internal meetings (assumed 30 minute biweekly meetings for 12 months)	\$ 13,217
	Basic		Client Check-In meetings (6x - virtual)	\$ 3,456
	Basic		City Council Meeting (2x)	\$ 1,859
	Basic		Transportation DACS Coordination Meetings (2x - virtual)	\$ 5,046
				\$ -
	Basic		<b>Task 3 - Water and Reuse Standards Updates</b>	\$ -
	Basic		A. Diagnostic Analysis	\$ -
	Basic		Water and Reuse Specifications (40 pages)	\$ 2,406
	Basic		Water Standard Details (26 details)	\$ 5,213
	Basic		Water Standard Specifications (121 pages)	\$ 4,852
	Basic		COA 500 Series Review (110 pages)	\$ 2,206
	Basic		Water Standard Notes (1 page)	\$ 576
	Basic		B. Workshop Preparation Meetings	\$ -
	Basic		Water Criteria Manual Workshop	\$ 576
	Basic		Water Standard Details	\$ 576
	Basic		Water and Wastewater Standard Specifications	\$ 576
	Basic		C. Staff Workshops	\$ -
	Basic		Water Criteria Manual Workshop	\$ 2,610
	Basic		Water Standard Details	\$ 2,610
	Basic		Water and Wastewater Standard Specifications	\$ 1,458
	Basic		D. Prepare Revised DACS	\$ -
	Basic		Revised Water Criteria Manual Sections	\$ 6,800
	Basic		Revised Water and Reuse Standard Details (26 details)	\$ 16,214
	Basic		New Water Details (2 + 2 Misc.)	\$ 8,484
			New Reuse Detail (1x Misc.)	\$ 2,121
	Basic		Revised Water Standard Specifications (121 pages)	\$ 10,314
	Basic		New HDPE Pipe Specification	\$ 2,608
	Basic		New Water Specification (1x)	\$ 2,608
			New Reuse Specification (1x)	\$ 2,382
	Basic		Revised water standard notes	\$ 350
	Basic		Consistency Check for water sections vs UCM/DCM/500 Series	\$ 1,050
	Basic		E. LUE Meter Equivalency Evaluation	\$ -
	Basic		AWWA Flow Rate Comparison	\$ 1,930
	Basic		Neighboring Utility comparison	\$ 3,860
	Basic		Draft Technical Memorandum	\$ 3,860
	Basic		Final Technical Memorandum	\$ 1,930
				\$ -
	Basic		<b>Task 4 - Wastewater Standards Upd.</b>	\$ -
	Basic		A. Diagnostic Analysis	\$ -
	Basic		Wastewater Specifications (52 pages)	\$ 2,406
	Basic		Wastewater Standard Details (21 details)	\$ 4,211
	Basic		Wastewater Standard Specifications (118 pages)	\$ 4,732
	Basic		COA 500 Series Review (106 pages)	\$ 2,125
	Basic		Wastewater Standard Notes (1 page)	\$ 576
	Basic		B. Workshop Preparation Meetings	\$ -
	Basic		Wastewater & Reuse Criteria Manual Workshop	\$ 576
	Basic		Wastewater & Reuse Standard Details Workshop	\$ 576
	Basic		Water and Wastewater Standard Specifications	\$ 576
	Basic		C. Staff Workshops	\$ -
	Basic		Wastewater & Reuse Criteria Manual Workshop	\$ 3,113
	Basic		Wastewater & Reuse Standard Details Workshop	\$ 3,113
	Basic		Water and Wastewater Standard Specifications	\$ 1,509
	Basic		D. Prepare Revised DACS	\$ -
	Basic		Revised Wastewater Criteria Manual Sections	\$ 4,680

City of Round Rock 2026 Design and Construction Standards Update  
2/26/2026  
Detailed Cost Breakdown

Tasks				Total
BST Task (for Project Setup)	Basic, Special or Additional	Task	Task Description	Total Effort
	Basic		Revised Wastewater Standard Details (21 details)	\$ 13,992
	Basic		New Wastewater & Reuse Details (6x + 1x Misc.)	\$ 14,847
	Basic		Revised Wastewater & Reuse Standard Specifications (118 pages)	\$ 10,314
			New Bypass Pumping Specification	\$ 2,382
	Basic		New Fiberglass Manhole Specification (1x)	\$ 2,382
	Basic		Revised WW Standard Notes	\$ 350
	Basic		Consistency Check for wastewater sections vs UCM/DCM/500 Series	\$ 1,050
				\$ -
	Basic		<b>Task 5 - Drainage Standards Update</b>	\$ -
	Basic		A. Diagnostic Analysis	\$ -
	Basic		Drainage Specifications (274 pages)	\$ 12,056
	Basic		Drainage Standard Details (8 details)	\$ 1,760
	Basic		Drainage Standard Specifications (116 pages)	\$ 5,104
	Basic		COA 500 Series Review (117 pages)	\$ 2,574
	Basic		Drainage Standard Notes	\$ 615
	Basic		B. Workshop Preparation Meetings	\$ -
	Basic		Drainage Criteria Manual Workshop	\$ 841
	Basic		Drainage Standard Details Workshop	\$ 841
	Basic		Drainage Standard Specifications	\$ 841
	Basic		C. Staff Workshops	\$ -
	Basic		Drainage Criteria Manual Workshop	\$ 5,808
	Basic		Drainage Standard Details Workshop	\$ 5,582
	Basic		Drainage Standard Specifications	\$ 4,882
	Basic		D. Prepare Revised DACS	\$ -
	Basic		Convert Stormwater DACS & Specifications from PDF to Word	\$ 5,620
	Basic		Revised Drainage Criteria Manual Sections	\$ 17,220
	Basic		Revised Drainage Standard Details (8 details)	\$ 6,250
	Basic		New Drainage Details (5x)	\$ 21,475
			New Storm Drain Manhole Detail (1x)	\$ 4,295
	Basic		Revised TxDOT Inlet Detail (1x)	\$ 1,660
	Basic		Revised Drainage Standard Specifications (116 pages)	\$ 9,254
	Basic		New Special Provision for TxDOT Inlets	\$ 2,195
	Basic		New Drainage Specification (5x)	\$ 10,975
	Basic		Revised Drainage Standard Notes	\$ 350
	Basic		Consistency Check for Stormwater sections vs UCM/DCM/500 Series	\$ 1,400
				\$ -
				\$ -
				\$ -
<b>Total Hours / Quantity</b>				
<b>Total Effort</b>				<b>\$ 338,084</b>

<u>Position</u>	<u>Hourly Rate</u>
Professional 1	143
Professional 2	175
Professional 3	199
Professional 4	226
Professional 5	265
Professional 6	306
Construction Manager 1	124
Construction Manager 2	155
Construction Manager 3	168
Construction Manager 4	209
Construction Manager 5	252
Construction Manager 6	290
Construction Representative 1	111
Construction Representative 2	124
Construction Representative 3	155
Construction Representative 4	168
CAD Technician/Designer 1	122
CAD Technician/Designer 2	160
CAD Technician/Designer 3	195
Corporate Project Support 1	117
Corporate Project Support 2	141
Corporate Project Support 3	187
Intern / Coop	79

**Rates for In-House Services and Equipment**

<u>Mileage</u>	<u>Bulk Printing and Reproduction</u>		<u>Equipment</u>		
Standard IRS Rates		<u>B&amp;W</u>	<u>Color</u>	Valve Crew Vehicle (hour)	\$75
	Small Format (per copy)	\$0.10	\$0.25	Pressure Data Logger (each)	\$500
	Large Format (per sq. ft.)			Water Quality Meter (per day)	\$100
	Bond	\$0.25	\$0.75	Microscope (each)	\$150
	Glossy / Mylar	\$0.75	\$1.25	Ultrasonic Thickness Gauge (per day)	\$275
	Vinyl / Adhesive	\$1.50	\$2.00	Coating Inspection Kit (per day)	\$275
				Flushing / Cfactor (each)	\$500
	Mounting (per sq. ft.)	\$2.00		Backpack Electrofisher (each)	\$1,000
	Binding (per binding)	\$0.25			
					<u>Survey Grade</u>
			Drone (per day)	\$200	\$100
			GPS (per day)	\$150	\$50

**OTHER DIRECT EXPENSES:**

Other direct expenses are reimbursed at actual cost times a multiplier of 1.05. They include outside printing and reproduction expense, communication expense, travel, transportation and subsistence away from the FNI office. For other miscellaneous expenses directly related to the work, including costs of laboratory analysis, test, and other work required to be done by independent persons other than staff members, these services will be billed at a cost times a multiplier of 1.05. For Resident Representative services performed by non-FNI employees and CAD services performed In-house by non-FNI employees where FNI provides workspace and equipment to perform such services, these services will be billed at cost times a multiplier of 2.0. This markup approximates the cost to FNI if an FNI employee was performing the same or similar services.

**These ranges and/or rates will be adjusted annually in February. Last updated 2026.**

EXHIBIT "E"  
CERTIFICATES OF INSURANCE

Attached Behind This Page



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/11/2026

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

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

<b>PRODUCER</b> <b>Ames &amp; Gough</b> 8300 Greensboro Drive Suite 980 McLean, VA 22102	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): <b>(703) 827-2277</b>	FAX (A/C, No): <b>(703) 827-2279</b>
	<b>E-MAIL ADDRESS:</b> <b>admin@amesgough.com</b>	
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b>  <b>Freese and Nichols, Inc.</b> 801 Cherry Street, Suite 2800 Fort Worth, TX 76102	<b>INSURER A :</b> <b>National Fire Insurance Company of Hartford A(XV)</b>	<b>20478</b>
	<b>INSURER B :</b> <b>Valley Forge Insurance Company A(XV)</b>	<b>20508</b>
	<b>INSURER C :</b> <b>Continental Insurance Company A+ (XV)</b>	<b>35289</b>
	<b>INSURER D :</b> <b>Travelers Casualty and Surety Company A++ .XV</b>	<b>19038</b>
	<b>INSURER E :</b>	
	<b>INSURER F :</b>	

### COVERAGES

### CERTIFICATE NUMBER:

### REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>Contractual Liab.</b>			7063394194	10/23/2025	10/23/2026	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 15,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			7063394177	10/23/2025	10/23/2026	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
							\$	
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			7063394180	10/23/2025	10/23/2026	EACH OCCURRENCE	\$ 10,000,000
							AGGREGATE	\$ 10,000,000
								\$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> <input checked="" type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			7063394213	10/23/2025	10/23/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
D	<b>Professional Liab.</b>			107930947	10/23/2025	10/23/2026	Per Claim	5,000,000

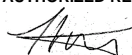
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
PROFESSIONAL LIABILITY AGGREGATE LIMIT: \$10,000,000

Project Name: 2026 DACS Update

City of Round Rock and its officers, employees, and elected officials are included as Additional Insured with respect to General Liability, Auto Liability, and Umbrella Liability when required by written contract. General Liability, Auto Liability and Umbrella Liability are primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and when required by written contract. General Liability, Auto Liability, SEE ATTACHED ACORD 101

### CERTIFICATE HOLDER

### CANCELLATION

City of Round Rock 221 East Main Street Round Rock, TX 78664	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

**ADDITIONAL REMARKS SCHEDULE**

AGENCY <b>Ames &amp; Gough</b>		NAMED INSURED <b>Freese and Nichols, Inc. 801 Cherry Street, Suite 2800 Fort Worth, TX 76102</b>	
POLICY NUMBER <b>SEE PAGE 1</b>			
CARRIER <b>SEE PAGE 1</b>	NAIC CODE <b>SEE P 1</b>	EFFECTIVE DATE: <b>SEE PAGE 1</b>	

**ADDITIONAL REMARKS**

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

**Description of Operations/Locations/Vehicles:**

**Umbrella Liability and Workers Compensation policies include a Waiver of Subrogation in favor of the Additional Insured where permissible by state law and when required by written contract. 30-day Notice of Cancellation will be issued for the General Liability, Auto Liability, Umbrella Liability, Workers Compensation and Professional Liability policies in accordance with policy terms and conditions.**



Changes - Notice of Cancellation or Material Restriction Endorsement

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- EMPLOYEE BENEFITS LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- RAILROAD PROTECTIVE LIABILITY COVERAGE PART
- STOP GAP LIABILITY COVERAGE PART
- TECHNOLOGY ERRORS AND OMISSIONS LIABILITY COVERAGE PART
- SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY – NEW YORK DEPARTMENT OF TRANSPORTATION

SCHEDULE	
Number of days notice (other than for nonpayment of premium):	030
Number of days notice for nonpayment of premium:	10
Name of person or organization to whom notice will be sent:	PER SCHEDULE ON FILE
Address:	PER SCHEDULE ON FILE  PER SCHEDULE ON FILE  XX 00000

If no entry appears above, the number of days notice for nonpayment of premium will be 10 days.

It is understood and agreed that in the event of cancellation or any material restrictions in coverage during the policy period, the Insurer also agrees to mail prior written notice of cancellation or material restriction to the person or organization listed in the above Schedule. Such notice will be sent prior to such cancellation in the manner prescribed in the above Schedule.

All other terms and conditions of the Policy remain unchanged.

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

20020009470633941940219





NOTICE OF CANCELLATION OR MATERIAL CHANGE ENDORSEMENT- GOVERNMENT INSTALLATION

This endorsement modifies insurance provided under the following:

- PARAMOUNT EXCESS AND UMBRELLA LIABILITY POLICY
- PARAMOUNT UMBRELLA LIABILITY POLICY
- PARAMOUNT EXCESS LIABILITY POLICY

It is understood and agreed as follows:

- I. In the event of cancellation or material change that reduces or restricts the insurance afforded by this Policy, (other than the reduction of aggregate limits through payment of **claims**), the Insurer agrees to send prior written Notice of Cancellation or Material Change to the Contracting Officer scheduled below in compliance with the following insurance requirements for federal contractors under Federal Acquisition Regulations (FAR).

Notice of Cancellation or Material Change will be sent to the Contracting Officer scheduled below:

- 1. 30 days prior to the date of cancellation or material change; or
- 2. In compliance with certificate-holder notice requirements prescribed in the state where the contract is to be performed;

whichever period is longer.

**SCHEDULE**

**1. Name of Government Installation:**

CITY OF ROUND ROCK, TX

**2. Name and Address of Contracting Officer:**

221 E MAIN STREET  
ROUND ROCK, TX 78664

**SCHEDULE**

**1. Name of Government Installation:**

**2. Name and Address of Contracting Officer:**

Form No: CNA75521XX (03-2015)

Endorsement Effective Date:

Endorsement No: 2; Page: 1 of 4

Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606

Endorsement Expiration Date:

Policy No: CUE 7063394180

Policy Effective Date: 10/23/2025

Policy Page: 55 of 68



NOTICE OF CANCELLATION OR MATERIAL CHANGE - GOVERNMENT INSTALLATION

It is understood and agreed that this endorsement amends the **WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY** as follows:

In the event of cancellation or material change that reduces or restricts the insurance afforded by this Policy, (other than the reduction of aggregate limits through payment of claims), we agree to send prior written Notice of Cancellation or Material Change to the Contracting Officer scheduled below in compliance with the following insurance requirements for federal contractors under Federal Acquisition Regulations (FAR).

Notice of Cancellation or Material Change will be sent to the Contracting Officer scheduled below:

- a. 30 days prior to the date of cancellation or material change; or
- b. In compliance with certificate-holder notice requirements prescribed in the state where the contract is to be performed;

whichever period is longer.

**SCHEDULE**

**1. Name of Government Installation:**

CITY OF ROUND ROCK, TX

**2. Name and Address of Contracting Officer:**

221 E MAIN STREET  
ROUND ROCK, TX 78664

All other terms and conditions of the policy remain unchanged.

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

