

**EXHIBIT  
A**



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

**FIRM:** HALFF ASSOCIATES, INC. (“Engineer”)  
**ADDRESS:** 1201 N. Bowser, Richardson, TX 75081  
**PROJECT:** Deep Wood Drive Extension

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

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

**RECITALS:**

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

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

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

NOW, THEREFORE, WITNESSETH:

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

## **CONTRACT DOCUMENTS**

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

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

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

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

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

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

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

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

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

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

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

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

The amount payable under this Contract, without modification of the Contract as provided herein, is the sum of Eight Hundred Thirty-One Thousand Two Hundred Twenty-Two and 77/100 Dollars (\$831,222.77) as shown in Exhibit D. The lump sum amount payable shall be revised equitably only by written Supplemental Contract in the event of a change in Engineering Services as authorized by City.

Engineer shall prepare and submit to City monthly progress reports in sufficient detail to support the progress of the Engineering Services and to support invoices requesting monthly payment. Any preferred format of City for such monthly progress reports shall be identified in Exhibit B. Satisfactory progress of Engineering Services shall be an absolute condition of payment.

The fee herein referenced may be adjusted for additional Engineering Services requested and performed only if approved by written Supplemental Contract.

#### **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:

Greg Ciaccio  
Project Manager  
3400 Sunrise Road  
Round Rock, TX 78665  
Telephone Number (737) 343-2431  
Fax Number N/A  
Email Address [gciaccio@roundrocktexas.gov](mailto:gciaccio@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:

Eric Ratzman, PE LGPP  
Vice President  
1201 N. Bowser  
Richardson, TX 75081  
Telephone Number (512) 608-3159  
Fax Number N/A  
Email Address [eratzman@halff.com](mailto:eratzman@halff.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:**

Eric Ratzman, PE LGPP  
Vice President  
1201 N. Bowser  
Richardson, TX 75081

**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 page follows]*



HALFF ASSOCIATES, INC.

By: 

Signature of Principal

Printed Name: Eric J. Ratzman

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**

**DEEP WOOD DRIVE EXTENSION  
SCHEMATIC PHASE  
FROM RM 620 TO SAM BASS RD.**

The City will furnish to the Engineer the following information and/or perform the following tasks:

- Provide a tax exemption form for the purchase of taxable goods and services.
- Post and pay for notices in local publications.
- Post and maintain project information on City website, as appropriate. Provide Engineer a project specific email address which citizens can use to direct inquires.
- Review Engineer 's plan and submittals, and cost estimates.
- Assist the Engineer in obtaining property rights-of-entry (ROE) for ground surveys and environmental investigations.
- Support project development with external stakeholders such other agencies and property owners.
- Assist the Engineer, as needed, in obtaining data and information from the State, County, and/or other franchise utility companies.
- Coordinate and communicate project items and progress to other city departments, as appropriate.
- Provide available utility records.
- Provide as-builts or record drawings, if available.
- Provide traffic data, if available.
- Acquire right-of-way parcels.

**EXHIBIT B  
ENGINEERING SERVICES**

**DEEP WOOD DRIVE EXTENSION  
SCHEMATIC PHASE  
FROM RM 620 TO SAM BASS RD.**

For the scope of services for this contract, the Engineer shall provide professional services for preliminary schematic design and initial environmental due diligence. Engineer will provide services described in further detail as follows:

**Task 1. PROJECT MANAGEMENT**

1. Project Administration

- The Project Manager shall communicate with the city project manager.
- Keep records of project correspondence and make such records available to the city as needed.

2. Monthly Progress and Invoice

- Create and submit monthly invoices with standard city invoice format/forms.
- Prepare monthly progress reports (over 12 months) for submission with the invoices to provide a written account of the progress made to date on the project. Progress reports will include tasks completed, tasks/objectives that are planned for the upcoming periods, lists or descriptions of items or decisions needed from City. Subconsultant progress will be incorporated into the monthly progress report.

3. Progress/coordination meetings and agenda preparation

- Attend a kickoff meeting and coordination/progress meetings with City and stakeholders, as necessary to communicate development of the project and design issues.
- Prepare agenda and sign-in sheets for external coordination/progress meetings.
- Prepare meeting minutes for review via email within three (3) business days of the external coordination/progress meeting.
- Conduct internal coordination meetings as required to advance the development of the project.

4. Sub-consultant Management

- Define scope, roles, and deliverables for each subconsultant.
- Prepare and execute contracts with sub-consultants.
- Manage contracts, including terms and budgets.
- Set up communication protocols and regular updates.
- Review and incorporation of sub-consultant invoices.

## 5. Project Schedule

- Prepare project schedule indicating tasks, subtasks, critical dates, milestones, and deliverables.
- Update the project schedule for any changes. Submit to City as requested.

## 6. Pursue Right of Entries (ROE)

- Support survey and geotechnical sub consultants for ROE and coordinate with the city on status and non-responsive owners. This task involves coordination with property owners who respond with specific requests for owner specific agreements, insurance requirements, review of those agreements by our legal department and coordination with the city for its review if owners insist on City signatures of their agreements.

## 7. Quality Assurance and Quality Control

- Provide continuous QA/QC throughout the duration of the scheduled services included herein to appraise both technical and business performance and provide direction for project activities.

## **Task 2. Field Surveying**

### Project Site:

- Topographic Survey Limits outlined in Red below.
- Boundary Survey Limits are ostensible properties affected by the proposed alignment (estimated 12 properties).



1. Topographic Survey Progress Meetings/Reports (Estimated 6 months).

- Inland will submit monthly progress status reports to the Engineer. Progress reports will include: deliverable table, tasks completed, tasks/objectives that are planned for the upcoming periods, lists or descriptions of items or decisions needed from the City and its representatives. Inland's progress will be incorporated into the monthly progress report.
- Inland will prepare correspondence, invoices, and progress reports on a monthly basis in accordance with current City requirements.
- Inland will attend up to 3 Monthly Progress Meetings with Engineer to discuss schedule and progress.

2. Right-of-Entry (ROE) Letters

- Inland will research current owners ostensibly affected by the project site per the Williamson County Appraisal District records (estimates 16 owners).
- Inland will create an Ownership List of the researched parcels to include name, mailing address, site address, legal address of parcel, vesting deed (if available).
- Inland will prepare and mail right-of-entry (ROE) letters per the City's standard for the project team including geotechnical and environmental. Inland will send a second follow-up letter to non-responsive property owners.
- Inland will coordinate and track received ROE letters and the responsiveness of the owners.
- Inland will notify City on non-responsive property owners.

### 3. Topographic Survey

- Inland will establish survey control monuments for this project. A minimum of six (6) benchmarks on the perimeter or within the project site will be set.
- The coordinate values will be reconciled to NAD 83 Texas State Plane Coordinates, Central Zone 4203, US Survey feet and NAVD 88 for vertical control datums. These values will be derived from GPS SmartNet VRS observations at each point that include geographic positions of northing, easting and orthometric heights.
- Inland will run spirit levels between control points.
- Inland will locate the nearest City Control Monument and reference any difference between published coordinate values and the project coordinate values.
- Locating SUE markings is not part of this project.
- Inland will collect spot elevations within the project site including edges of back of curbs, driveways, visible utilities, drainage structures, centerline of roads, any other hard surfaced improvements within the defined area, grade breaks, flowlines of watercourses, and other significant features relevant to the project. Inland will extend the project site to the edge of pavement/back of curb along public roadways.
- The collected data will include spot elevations and break lines sufficient to generate and/or merge to a 1 foot contour interval DTM for the project.
- Inland will collect building/structure corners within the project site.
- Inland will locate trees 8 inch in diameter and up (per City of Round Rock Tree Ordinance).
- Inland will obtain invert elevations and pipe sizes for manholes (storm water and wastewater) within the project site (estimated 18 manholes).
- Inland will obtain top of nut elevations on water valves within the project site.
- Inland will obtain the elevation of the 'sag' of the high-tension electric lines running across the subject area (estimated 8 Sag locations).
- This task does not include locating SUE Level A Test Holes.
- This task does not include locating Geotech Bore Holes.
- Deliverables will include a MicroStation Open Roads Designer (ORD) or AutoCAD Civil3D file with break-lines and associated XML file. A DTM file processed to 1.0 foot contours will be provided and the associated spot point data in ASCII format. A list of benchmarks and project control coordinates will be included.

### 4. Boundary Survey

- Halff Associates will perform a boundary verification survey of the subject



tract(s), which we will utilize in preparation of surveying and engineering deliverables for the project.

- Halff will perform sufficient survey field boundary surveying for the project site to locate the record boundaries.
- Halff will perform sufficient boundary analysis of the gathered field work to depict the reconstructed boundaries.
- The survey will be conducted in substantial accordance with TSPS Category 1-B, Condition II requirements. This does not include the preparation of a separate survey map suitable for title insurance purposes or for addressing Schedule B items.
- We will rely on a title commitment you provide regarding the existence of recorded easements, restrictions, and other matters of record affecting the subject property.
- The property corners of the subject tract will be recovered and flagged.
- This proposal does not include research efforts normally performed by a title company.
- Halff will plot easements that are shown on subdivision plats and easements that are listed within vesting deeds within the project area.
- Deliverables will be a MicroStation Open Roads Designer (ORD) or AutoCAD Civil3D that was reviewed by a Registered Professional Land Surveyor prepared in accordance with the rules and regulations of the Texas Board of Professional Engineers and Land Surveyors showing the results of the survey.

## 5. Parcel Survey

- Halff will prepare metes & bounds descriptions and accompanying parcel exhibits for twelve (12) acquisition parcels and five (5) easement parcels. Parcels requiring additional field work to support, including off-site parcels, will require a supplemental adjustment be made to the scope and fees.
- Individual descriptions/exhibits shall be in PDF format, and shall be sealed, signed and dated by a Registered Professional Land Surveyor.
- Halff shall verify and utilize existing control provided by client. The values will be relative to NAD 83 Texas State Plane Coordinates, Central Zone 4203 (scaled to surface values).
- Halff will find or set property corners monumenting the boundary of proposed acquisition parcels in accordance with the rules and regulations of the Texas Board of Professional Engineers and Land Surveyors.
- Deliverables will be one (1) metes and bounds description and one (1) sketch per parcel, both signed and sealed by a Registered Professional Land Surveyor prepared in accordance with the rules and regulations of the Texas Board of Professional Engineers and Land Surveyors in PDF format.

#### Assumptions:

- Sufficient boundary monumentation needed to control the survey is recoverable, and in good condition.
- Boundary field work will be gathered at one time (not multiple visits, as ROEs are obtained).
- There are no encroachments, overlaps, gores or other issues affecting the boundary lines.
- There are no complex issues involving the survey contained in the title commitments, which have not been provided to us as of this date.
- Halff will perform research of adequate thoroughness to support the determination of the location of intended boundaries of the land parcel surveyed and will obtain deeds of record for adjoining properties based upon current tax maps.
- Any subsequent right-of-way takes (recorded or contemplated), partitions, boundary agreements or other similar matters that may affect the boundaries of the subject tract that may not be reflected in the vesting deed(s) or title commitment(s).
- The client will provide any permission necessary for access on adjoining properties to gather topographic or boundary information that may be required.

#### Exclusions

The following items are excluded from this scope:

- Research efforts normally performed by a title company.
- Changes made to parcel geometry after preparation of descriptions/exhibits.
- Return trips to reset damaged control points or property corners.
- Establishing additional, or revisions to, parcels due to change(s) of ownership or to proposed right-of-way alignment.
- Field monumentation of easement parcel corners.
- Right-of-way map sheets are not included.

#### 6. Control Map

- Inland will produce a 'Control Map' showing the location of Primary Control Points set within the project site.
- The Control Map will list the Grid and Surface coordinate values, elevation, descriptions, and station/offset related to the final alignment.

### **Task 3. Geotechnical Engineering**

Geotechnical Engineering Services: (to be provided by Beyond Engineering and Testing, hereafter referred to as geotechnical engineer)

The intent of this study is to provide the engineer with specific information about the geology and subsurface soil conditions at the proposed site. The geotechnical engineer will provide a representative in the field during subsurface investigation to log subsurface materials while drilling and to direct the drill crew during all field activities.

Exploratory Boreholes:

Based on review of geological maps and our review of available geotechnical data, the site lies within an area characterized geologically by Alluvium underlain by the Limestone of Edwards Formation ( $K_{ed}$ ). Geotechnical drilling and sampling will be conducted in accordance with the latest edition of TxDOT's Geotechnical Manual and applicable sections of City of Round Rock Transportation Criteria Manual (TCM).

The following is a summary of the field exploration activities:

- Coordinate field activities with Engineer or the designated City representative.
- Perform site clearing and staking borings in field.
- Call Texas811 to initiate underground utility "clearance".
- Drill five (5) bridge boreholes (B-1 through B-5) to a depth of 70 feet along the proposed bridge alignment as shown in attached Figure 1.
- Drill two (2) retaining wall boreholes (RW-1 and RW-2) to a depth of 30 feet near each end of the bridge as shown in attached Figure 1.
- Drill two (2) pavement boreholes (P-1 and P-2) to a depth of 15 feet along the proposed roadway alignment as shown in attached Figure 1.
- Perform one (1) pavement core (C-1) at Sam Bass Road as shown in attached Figure 1.
- We will drill the boreholes using an ATV rig and truck-mounted drill rig with continuous flight augers drilling and rock coring when limestone rock is encountered.
- Cohesive soil samples will be obtained using thin wall Shelby tubes, and cohesionless soils will be sampled using split-barrel samplers.
- We will wrap or bag all recovered soil samples. All samples will be labeled and stored in core boxes.
- We will return all samples to the laboratory where the engineer will review them and select representative samples for testing. Upon completion of testing, we will store the samples for 60 days, upon which they will be discarded unless otherwise requested.
- We will make short-term observations for groundwater during the drilling operations. If groundwater is encountered, the boreholes will be left open

(though covered) to allow for end-of-day measurements.

- Backfill boreholes with bentonite chips upon completion and repair asphalt pavement section, where required.

#### Laboratory Testing:

We will perform the following tests on representative soil and bedrock samples intended to characterize the soil physical properties.

- Atterberg Limits Tests (liquid limit, plastic limit and plasticity index);
- Grain Size Analysis (sieve analysis and wash #200);
- Moisture Contents and Unit Weight;
- Unconfined compressive strength (soil/rock);
- Standard Proctor Test;
- California Bearing Ratio (CBR) Test;
- CU Triaxial Compression Test;
- CD Direct Shear Test;
- 1 Dimensional consolidation test; and
- Sulfate and Chloride content.

#### Geotechnical Report:

A geotechnical engineer will coordinate the field activities and assign laboratory testing. The Geotechnical Report will be stamped by a Professional Engineer registered in the State of Texas, and will contain the following:

- A site plan indicating borehole locations;
- Boring logs with laboratory test results, sample depths, sample methods, SPT blow counts, material descriptions, groundwater observations, and other pertinent observations;
- Presentation of all field tests with relevant parameters/results;
- Presentation of all laboratory test results;
- A discussion of site topography;
- A discussion of the geological setting as well as subsurface soil and groundwater conditions at the site;
- Discussion of corrosion potential of soils relative to concrete and steel;
- Pavement design recommendations including both flexible pavement and rigid pavement options with lime treated subgrade in accordance with Pavement Design Section of City of Round Rock TCM;
- Flexible pavement design recommendations for potential extensions or

widening of Sam Bass Road;

- Pavement core photos to assess the existing pavement section of Sam Bass Road;
- Retaining wall design analyses including bearing capacity, global stability, overturning and sliding. Settlement and lateral earth pressure will also be provided;
- Drilled shaft recommendations including side friction, end bearing capacity, lateral load design parameters and settlement;
- Construction recommendations and fill material specifications; and
- Electronic copy of the final report.

Exclusions:

The following services are excluded from the geotechnical engineer's scope:

- Private utility locating.
- All environmental services or other issues related hazardous materials, if encountered.
- Any additional boreholes not defined above.
- Land or elevation surveys.
- Obtaining any required permits related to site clearing or tree removal.

Assumptions:

- Required by Others:
  - Schematic of existing underground structures, pipelines and other known structures that can interfere with boreholes.
  - Project design criteria, loadings and drawings.
  - Proposed site layout.
- The geotechnical engineer requires engineer to provide a schematic of existing underground structures, if there are such documents.
- All meetings are assumed to be via conference calls; therefore, no travel is anticipated for attending project meetings.
- City will provide any other completed studies, reports, plans, plats, existing site topographic information, or data that may be of assistance or necessary for geotechnical engineer to perform under this scope. Geotechnical engineer has the right to rely on information contained in documents provided by the City or Engineer.
- City will be responsible for permit fee if required (none are anticipated) for borings located within TxDOT ROW.
- Geotechnical engineer will perform its services in a manner consistent with the standard of care and skill ordinarily exercised by members of the profession practicing under similar conditions in the geographic vicinity and at the time the

services will be performed.

- Engineering services, meetings and consultation, as well as special administrative task *outside of the scope specifically addressed in the proposal above*, are considered a separate item to be charged at the appropriate professional staff rate.

Subcontractors:

- Geotechnical engineer anticipates utilizing subcontractors to complete the site clearance and traffic control.

#### **Task 4. Subsurface Utility Engineering (SUE)**

Services will be performed in a manner consistent with that degree of skill and care ordinarily exercised by members of the same profession currently practicing under similar circumstances and in accordance with ASCE/UESI/CI 38-22 "Standard Guideline for Investigating and Documenting Existing Utilities."

##### 1. Quality Level C and D SUE Investigation/Deliverables

###### Quality Level D (QL-D) Records Research

- Halff will perform a SUE QL-D investigation for all utilities within the project limits
- Halff will perform additional utility record research as needed to successfully complete the project.
- We anticipate mapping buried communication, electric, natural gas, water, sanitary sewer and providing the identification of owners.

###### Quality Level C (QL-C) Appurtenance Survey

- QL-C investigation of utility appurtenances to be performed and provided to Halff by others.
- Halff will perform survey of QL-B utility designating marks.
- Based on Engineer of Record (EOR) review of the QL-C/D and if approved by the City .

##### 2. Quality Level B (QL-B) Utility Designation

- Up to one (1) day of QL-B at locations specified by the EOR if approved by the City.
- Halff will designate electronically detectable subsurface utilities and note electronic depths using geophysical prospecting equipment and mark the locations with paint and/or pin flags.
- Because of limited record information and the possibility of undetectable utilities,

Halff cannot guarantee that all utilities will be found and marked on the project.

**Traffic Control:**

- Halff will provide standard temporary work zone traffic control consisting of cones and free-standing signage for this project in accordance with the TMUTCD.

**Deliverables:**

- Findings from the QL-D Utility Investigation by Halff and QL-C appurtenance survey by others, will be provided electronically in 2D CADD format.
- Received records, utility contacts, PDFs, KMZ, and project photos/notes.
- Utility Investigation Report in accordance with ASCE/UESI/CI 38-22 and 75-22.

**Exclusions:**

- Quality Level A (Utility Locating).
- QL-B of irrigation lines, asbestos concrete and/or pvc lines, and pvc lines without tracer wire or access.
- Engineered Traffic Control Plans.
- ROW Permitting.

**Task 5. Roadway Schematic (30%, 70%, and 100% Submittals)**

1. Design Summary Report

- Submit a Design Summary Form in accordance with the latest version of City of Round Rock Design and Construction Standards and following the guidelines provided by Public Right-of-Way Accessibility Guidelines (PROWAG), and TxDOT Roadway Design Manual (if needed).

2. Site Visits

- Conduct one initial site visits to determine field conditions/constraints for the proposed alignments and three follow up visits during alignment development.
- Survey Review/Incorporate.
- Review the collected field surveying data, provide feedback, incorporate the obtained data into the Civil 3D.

3. Develop Schematic Roll Plot

- Prepare a schematic of Deep Wood Drive, from just south of the RM 620 intersection, north across Brushy Creek, following previously dedicated ROW,

where available. The roadway is anticipated to be a 4-lane facility as shown in the Transportation Master Plan. Include a layout of the Sam Bass Road intersection and roadway from approximately Meadows Drive to Westside Lane. Sam Bass is anticipated to be a 3-lane facility as shown in the Transportation Master Plan, with a potential roundabout intersection with Deep Wood Drive. Coordination with Williamson County for their planned trailhead parking lot on the west side of the intersection is included in this task. The goal will be to avoid or minimize impacts to this parking lot since it is going to construction soon. Some acquisition to widen Sam Bass Road towards the parking lot may be needed to accommodate a turn lane and/or roundabout approach lane.

- Prepare a roll plot at a 1"=100' scale illustrating two tie-in alternatives at the Sam Bass Road intersection:
  - Alt 1: Maintains the alignment within the existing ROW at the tie-in to Sam Bass Road, incorporating left-turn lanes.
  - Alt 2: Introduces a roundabout at the tie-in to Sam Bass Road.
- In addition to these alignments, the Deep Wood Drive approach south of the RM 620 intersection will be reconfigured to accommodate the extension of Deep Wood Drive and the anticipated traffic operation of this intersection. It is desirable to keep a dedicated right turn from northbound to eastbound to accommodate a right-turn the overlap signal/phase. The roll plot will serve as a preliminary schematic submittal and will include selected design criteria such as existing and proposed sections, roadway alignment plans, roadway profiles, proposed bridge and retaining wall structures, property boundaries and information, ROW and easement locations, preliminary pavement section design, tie-in locations of the existing Brushy Creek trail to the proposed roadway alignment (to both the west and east sides of the roadway, on the north side of Brushy Creek only), and identification of known utilities.

#### 4. Prepare cross sections

- Prepare roadway cross sections for Sam Bass Rd. and Deep Wood Dr., for the selected alternative. The sections will only be used to determine wall and ROW limits, they will not be printed onto sheets or annotated as a deliverable.

#### 5. Quantities and Opinion of Construction Cost Estimate (for 2 Alternatives)

- Prepare quantities and construction cost estimates for each of the two project alternatives. This task involves calculating approximate quantities for construction line items. Certain items—such as mobilization, bond and insurance, traffic control plan (TCP), stormwater pollution prevention plan (SW3P), and marking and striping—will be considered as lump sum units for this phase, although they can be detailed in later stages. All items will be based on standard TxDOT line items (or City of Round Rock items when TxDOT items do not exist), reflecting current pricing and project-specific factors. These estimates will be used to assess the feasibility and budget impact of each alternative, aiding in comparative analysis in the technical memorandum.



## 6. Technical Memorandum

Develop a Technical Memorandum organized into the following sections:

- Findings: Summarize all key findings from the preliminary engineering and survey work, including existing site conditions, geotechnical assessments, and environmental considerations.
- Discussion of Alternatives: Provide an overview of each project alternative, describing the design approach, alignment, materials, and any unique considerations for each option.
- Evaluation of Alternatives: Evaluate each alternative based on existing site conditions, geometrical constraints, safety, accessibility, stormwater impact, construction cost, and anticipated construction duration, offering a balanced comparison across these critical factors.
- Recommendations: Based on the evaluation, provide a recommended alternative and outline necessary actions for subsequent project phases, such as permitting requirements, environmental clearances, and additional studies.
- Review and address all comments provided by City on the Technical Memorandum and roll plots, incorporating feedback and making revisions as needed to align with project objectives.

Deliverables:

- Schematic design level roll plot of the proposed improvements.
- KMZ file of the selected alternative.
- Cost estimate of the selected alternative.
- Technical memorandum.

Exclusions:

- Full design/PS&E.
- Tying sidewalk into the trail on the south side of Brushy Creek or connecting to the Oaklands neighborhood
- Traffic Control Plans or Sequencing.
- Submittal to or coordination with TxDOT.
- Bidding and Construction Phase Services.

### **Task 6. Preliminary Drainage and Floodplain Analysis**

#### 1. Schematic Roadway Drainage System

- Preliminary trunk sizing for on-site drainage system utilizing peak rational method flows at regular intervals.

- Identify adjacent local drainage patterns that will be conveyed to and through the proposed ROW.
- Identify potential drainage system outfalls and associated drainage easements.
- Prepare cost estimate for schematic storm drain system.

## 2. Water Quality Analysis Needs

- Preliminary calculations for water quality measures to achieve treatment of runoff in accordance with Texas Commission on Environmental Quality (TCEQ) requirements for development within the Edwards Aquifer Recharge Zone. Determine preliminary total suspended solids (TSS) removal load required for the project.
- Identify potential size and locations for permanent Best Management Practices (BMPs) to achieve TSS removal required by TCEQ.
- Meet with city staff to discuss the findings of water quality analysis and obtain guidance from the city regarding preferred options (one meeting budgeted).
- Prepare water quality analysis documentation for the Preliminary Drainage Report and revise with City review comments (one review iteration is budgeted).

## 3. Floodplain Analysis

- Conduct a hydraulic analysis for the proposed bridge structure within the limits of the Brushy Creek floodplain. The floodplain analysis will use the latest hydrologic and hydraulic (H&H) models available from Williamson County that utilize Atlas 14 rainfall data. Engineer shall include analysis of the existing 2-, 10-, 25-, 100-, and 500-year storm events. The Williamson County Atlas 14 study currently does not include the ultimate 100-year storm event, 500-year storm event will be studied as an alternative to the City required 100-year ultimate storm event.
- The hydraulic analysis shall consist of modeling one (1) iteration for the crossing of the selected roadway alternative. The analysis may identify additional improvements necessary to the channel section to mitigate any increase in water surface elevation (WSEL) due to the proposed crossing.
- Prepare a Brushy Creek Floodplain Analysis report. A draft and a final report will be prepared to document the floodplain analysis. The H&H models and associated GIS data will be submitted along with the final floodplain analysis report.
- FEMA coordination is excluded from this scope of work. Since the proposed road will cross a FEMA regulated stream, FEMA CLOMR and LOMR are anticipated but will be conducted for the PS&E and after project construction respectively.

## 4. Detention Needs Analysis

- Perform a detention needs analysis for the proposed project utilizing the best available Atlas 14 H&H models available from Williamson County. Detention volume will be estimated for the 100-year storm events. The Williamson County Atlas 14 study currently does not include the ultimate 100-year storm event, 500-year storm event will be studied as an alternative to the City required 100-year ultimate storm event.
- It is anticipated that detention will not be required for the proposed project based on time frequencies of the proposed improvements relative to the overall basin timing for the stream. The engineer will determine if the proposed project can participate in the City's RSMP program in lieu of onsite detention facilities by performing a timing analysis and identifying adverse impacts. Since detention is not anticipated, determination of detention volumes and identifying potential locations or additional ROW for detention facilities is excluded.
- Meet with City Floodplain Administrator and Transportation staff to discuss the findings of the detention analysis and obtain guidance from the city (one meeting budgeted).
- Prepare documentation for detention needs analysis to include in draft and final floodplain analysis reports.

#### **Task 7. Structural Engineering (Aguirre & Fields)**

The proposed structural engineering effort shall include options analysis, schematic design, and preliminary plan and elevation limits for bridges.

##### 1. Structural Project Management

- Project Administration
  - Internal coordination (8 months, 2 hours/month)
  - City coordination (8 months, 1 hour/month)
- Monthly Progress and Invoice
  - Monthly progress reports and invoicing (8 months, 2 hours/invoice)

##### 2. Data Collection

- Site Visit by structural engineer
  - Evaluation of existing conditions for proposed structures

##### 3. Bridge Schematic and Preliminary Bridge Layouts

- Schematic Design and Preliminary Bridge Layouts
  - Brushy Creek impact investigation, options analysis, preliminary plan and elevation limits of bridges, preliminary schematic bridge design, and retaining wall limit investigation
- Cost Estimate
  - Area calculations and unit cost determination

## **Task 8. Environmental**

The environmental scope of work includes 1) cultural resources services, 2) a waters of the United States (WOTUS) delineation and jurisdictional assessment, 3) a threatened and endangered species and habitat (T&E) assessment, 4) a karst feature survey and geologic assessment (GA), Williamson County Regional Habitat Conservation Plan (RHCP) Enrollment, 5) services to be provided by subconsultant SWCA Environmental Consultants, and 6) direct costs:

### 1. Cultural Resources Services

- Because the project would be developed by the City of Round Rock (City), a political sub-entity of the State of Texas, it would fall under purview of the Antiquities Code of Texas (Title 9, Chapter 191 of the Texas Natural Resources Code), which requires the Texas Historical Commission (THC) to review actions that have the potential to impact archeological historic properties within the public domain. Although not anticipated, the project may require authorization pursuant to Section 404 of the Clean Water Act, which is considered a federal action requiring compliance with Section 106 of the National Historic Preservation Act (Section 106).
  - i. Desktop Review
    - Halff will perform a desktop review of the Texas Archeological Sites Atlas maintained by the THC to determine whether any archeological historic properties eligible for listing on the NRHP, SALs or cemeteries are documented within or adjacent to the project's Area of Potential Effect (APE), which consists of areas with proposed ground disturbance. Background research will also include a review of local soil, geologic and predictive modeling data to evaluate the potential for buried archeological deposits as it pertains to the horizontal and vertical footprint of the APE. Historic maps will be reviewed to identify any potential above-ground historic structures within or adjacent to the project area and characterize historic land use.
    - The results of the desktop review will be summarized in a report that concludes with recommendations pertaining to the project's potential to impact archeological and historic resources and if additional Section 106 and ACT coordination is required (e.g., cultural resources field surveys and coordination with the U.S. Army Corps of Engineers (USACE) and THC) is warranted.
  - ii. Texas Antiquities Permit Application
    - Presuming an archeological field survey is warranted, Halff will prepare a scope of work that outlines the methodology developed for an archeological resources survey of the project area and adjacent properties. The scope of work will accompany a Texas Antiquities Permit Application submitted for review and approval by the THC.
  - iii. Archeological Resources Survey

- Upon issuance of the Antiquities Permit number by THC, Halff will conduct an archeological resources survey that conforms to the THC-approved Survey Standards for Texas. The survey will be conducted by cultural resources professionals who meet the U.S. Secretary of the Interior's Professional Qualification Standards for Archeology. The archeological survey will include pedestrian reconnaissance and shovel testing within the proposed construction footprint. The investigation will be performed under purview of the ACT and Section 106.
- iv. Archeological Survey Report
- At the conclusion of the field survey, Halff will prepare and submit a draft report that provides the results of the investigation and recommendations regarding any additional ACT and Section 106 requirements. Following a period of City review and comment, the draft report will be submitted for review by the THC. After addressing any agency comments, Halff will submit a final report to the City and THC.
- v. Curation
- Pursuant to 13 Texas Administrative Code 26.17, and after acceptance of the final report by the THC, the field records, report, and photographs will be submitted for permanent curation at the Center for Archaeological Studies located at Texas State University in San Marcos, Texas.

Exclusions:

- This scope excludes a historical resources survey and architectural assessment.
- The scope of work for cultural resources services does not include evaluation of NRHP and State Antiquities Landmark eligibility for any sites documented in the APE.
- This scope and fee for cultural resources services does not include the documentation or removal of human burials encountered during the archeological survey.

2. Waters of the United States Delineation and Jurisdictional Assessment

- The project area contains floodplains and aquatic resources (e.g., Brushy Creek) which may be regulated as a WOTUS by the USACE under Section 404 of the Clean Water Act (Section 404). To facilitate avoidance of these resources, Halff will perform an on-the-ground delineation of aquatic resources (e.g., streams, creeks, wetlands, ponds, etc.) within the project limits in accordance with the USACE "Wetland Delineation Manual, Technical report Y-87-1" and the "Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Great Plains Region (Version 2.0)." Under this task, Halff will:
  - Conduct GPS survey with sub-meter accuracy per USACE guidelines to delineate the lateral extent of aquatic features in the project area. Complete necessary wetland data forms and take on-site photography for representative site features.

- Prepare a report describing the methodology and results of the investigation that will satisfy the jurisdictional determination requirement for future USACE permits, if necessary. Geographic Information System (GIS) shapefiles of the field data collected will be made available with the report upon request.

Exclusions:

- This scope of work does not include preparation a USACE Section 404 Nationwide Permit Pre-Construction Notification Application, Individual Permit Application, or a mitigation plan. Because the proposed project is partially located within Karst Zone 1, any impacts to WOTUS will require a PCN, per NWP Regional Condition 4(b).

### 3. Threatened and Endangered Species and Habitat Assessment

- To demonstrate compliance with the Endangered Species Act (ESA), Halff proposes to conduct a T&E assessment by performing a literature review of state and federally listed threatened and endangered species for Williamson County, Texas and evaluating the project area for suitable habitat for identified species. The investigation will include a search request from the Texas Natural Diversity Database (TXNDD). TXNDD is a record of occurrences for rare plant and animal resources that is based upon the best available information to Texas Parks and Wildlife Department (TPWD). Halff will obtain official species information from United States Fish and Wildlife Service (US Fish & Wildlife) Information for Planning and Consultation (IPaC). The TXNDD and IPaC data are to support determinations of potential species occurrence for the project area and provide specific information where available. Since an absence in the TXNDD data does not equate to an absence of a species within the project area, general observations during field visits will also be utilized. Under this task, Halff will:
  - Determine whether preferred habitat or designated critical habitat for any state and federally listed species is present within the project area. Determine whether any state and federally listed species are likely to be present within the project area. Determine whether development within the project area may affect or have the potential to affect state or federally listed species.
  - Prepare draft and final T&E assessment reports for state and federally listed species potentially occurring within the project area.
  - Williamson County Regional Habitat Conservation Plan (RHCP) Enrollment for Karst Invertebrates. Halff will draft a Williamson County RHCP participation application for potential impacts to Bone Cave harvestman (*Texella reyesi*) habitat within eligible portions of the project area. More specifically, RHCP participation is typically required to address potential impacts to potentially suitable habitat directly impacted by project activities occupied caves and within areas designated as Karst Zone 1 and Karst Zone 2.

Exclusions:

- The scope of work for this task does not include threatened or endangered species surveys or Section 7 (informal or formal) consultation with the USFWS under the Endangered Species Act.

#### 4. Karst Feature Survey and Geologic Assessment

- Karst Feature Survey

The proposed project is located within Karst Zone 1 which includes areas known to contain endangered karst invertebrate species. A surface karst feature survey will be conducted in accordance with United States Fish and Wildlife Service, Section 10(a)(1)(A) Scientific Permit Requirements for Conducting Presence/Absence Surveys for Endangered Karst Invertebrates in Central Texas to evaluate the potential for federally listed karst invertebrate habitat within the proposed project area.

For purposes of this scope of work, we do not anticipate finding features that require excavation beyond minor, hand reconnaissance excavating. If excavation reveals the presence of a feature that contains potential habitat for karst invertebrates, then karst fauna surveys are likely necessary to identify which, if any, listed karst invertebrates may occupy the features. Current USFWS karst invertebrate survey protocols require 14 separate visits to features to determine presence or probable absence of listed karst invertebrates. Currently, we assume that neither backhoe excavation nor biotic surveys will be required. Under this task, Halff will:

- Conduct the karst feature survey in conjunction with the GA by a Texas licensed professional geologist.
- Prepare a karst feature survey report that will be submitted to the Engineer, which will include a map with the location of any karst features present within the proposed project area.

- Geologic Assessment

The proposed project limits are located within the Edwards Aquifer Recharge Zone. According to the Edwards Aquifer rules (Title 30 Texas Administrative Code (TAC) Chapter 213), a GA must be performed to comply with Texas Commission on Environmental Quality (TCEQ) Edwards Aquifer Protection Program rules for preparation of a Water Pollution Abatement Plan (WPAP). Under this task, Halff will conduct a GA by a Texas licensed professional geologist to complete the following tasks:

- Conduct field reconnaissance of the project area to locate, identify, and document geologic and manmade features. GPS coordinates with sub-meter accuracy will be collected for any identified features.
- Assess the sensitivity of the geologic features identified and determine whether development within the project area may affect or have the potential to affect any identified features.
- Prepare Geologic Assessment Report and TCEQ Form 0585.

- RHCP enrollment is typically required to address potential impacts to potentially suitable habitat directly impacted by project activities occupied caves and within areas designated as Karst Zone 1 and Karst Zone 2. Halff will draft an RHCP participation application presuming the T&E habitat assessment (under Task 4.3) indicates a potential for the project to impact federally listed karst invertebrate species.

5. Halff's subconsultant, SWCA, will provide USFWS permitted biologists for advisory and field support for RHCP enrollment and compliance with 10(a)(1)(A) Scientific Permit requirements.
6. Direct expenses for environmental work including travel for subject matter experts, GIS Base Mapping, Texas Archeological Research Lab Fees, Archeological Records Curation. These costs will be billed on a lump sum basis.

#### Exclusions

- The scope of work for this task does not include karst feature excavation, cave mapping, ground penetrating radar (GPR), infiltrometer tests, geophysical studies, or tracer studies; karst feature biota surveys following USFWS protocols; identification, design, installation, or management of BMPs.

### **Task 9. Utility Coordination**

1. The Engineer shall assist conduct up to five (5) utility coordination meetings with external utility owners, or as required, to facilitate early utility conflict identification and resolution within the existing right of way.
2. The Engineer will review utility permits for conflicts with the schematic. The task budgets for four new permits and three rounds of review per permit.
3. The Engineer shall develop and maintain a working schematic level standard Utility Conflict Matrix (UCM) showing each utility conflict, with location, size, and recommended SUE quality level needed to further review and resolve conflicts during the PS&E phase.
4. The Engineer shall develop one draft and one final Utility Conflict Exhibit depicting the utility conflict locations within the project limits.
5. The Engineer shall conduct preliminary utility easement research to investigate any potential property interest held by utility owners impacted by the project improvements.

#### **Deliverables:**

- Final Utility Conflict Matrix along with Final Utility Conflict Exhibit. The Utility Conflict Exhibit will be on 11x17 sheets and include callouts to indicate the conflict ID#, utility owner, type of line (water, sewer, high pressure gas, etc.).

### **Task 10. Traffic Engineering**

Halff will prepare a traffic evaluation for the proposed extension of Deep Wood Drive



from RM 620 to Sam Bass Road in Round Rock. The evaluation will present projected traffic volumes on the extension and at several study intersections noted in the scope below and will provide recommendations for geometrics and lane assignments along the extension and at the intersections with RM 620 and Sam Bass Road.

## Data Collection

1. Check the latest aerial and street level imagery to identify the existing roadway conditions in the immediate area of the project site.
2. Conduct weekday 24-hour turning movement traffic counts at the following intersections (counts may be performed by a subconsultant to the Engineer):
  - Sam Bass Road / Creek Bend Road.
  - Sam Bass Road / Meadows Drive.
  - Sam Bass Road / Chisholm Trail Road.
  - RM 620 / Chisholm Trail Road.
  - RM 620 / Lake Creek Drive.
  - RM 620 / Deep Woods Drive.
  - RM 620 / Oaklands Drive.
3. Acquire the following information from the City:
  - Conceptual alignment plan showing the proposed roadway extension alignment.
  - Projected construction schedule.
  - Plans for future roadway improvements in the study area.
  - Planned or proposed developments in the study area.
  - Crash data in the study area.
  - Projected traffic growth rates in the study area.
  - Traffic signal timing plans for the signalized study intersections.
4. Acquire the current Travel Demand Model for the study area from CAMPO.
5. Identify existing weekday AM and PM peak hour volumes at the study intersections listed in Task 10.1 from the traffic count data collected in Task 10.1.
6. Develop weekday AM and PM peak hour volumes at the study intersections, assuming the Deep Woods Drive extension is in place between RM 620 and Sam

Bass Road.

7. Develop weekday AM and PM peak hour volumes at the study intersections for the roadway extension opening day and design year (opening +20) scenarios, both with and without the roadway extension in place.
8. Conduct weekday AM and PM peak hour intersection level-of-service (LOS) analyses at the study intersections for following analysis scenarios:
  - Existing conditions.
  - Opening year No-Build conditions.
  - Opening year Build conditions.
  - Design year No Build conditions.
  - Design year Build conditions.
9. Conduct weekday AM and PM peak hour roadway link LOS analyses along the Deep Woods Drive extension for the following analysis scenarios:
  - Opening year Build conditions.
  - Design year Build conditions.
10. Evaluate up to two geometric alternatives for the intersection of Sam Bass Road with the proposed Deep Wood Drive extension.
11. Evaluate up to two geometric alternatives for the intersection of RM 620 with the proposed Deep Wood Drive extension.
12. Identify other mitigation measures, as necessary, to accommodate projected traffic in the study area associated with the proposed Deep Wood Drive extension.

#### Traffic Evaluation Report

13. Prepare a preliminary draft report that documents the data collection, analyses and recommendations. Submit a PDF version of the report with a “DRAFT” stamp via electronic mail (e-mail) to the City for review and comment.
14. Coordinate with City staff to address any comments and obtain approval of the traffic evaluation report. Upon completion and approval of the report, prepare a final signed / sealed PDF version and submit via e-mail to the City for their records.

## Exclusions:

The services stipulated below are explicitly excluded from the scope of this contract. In the event additional services are required, an addendum to this contract will be required before work can proceed. Additional services include but are not limited to the following:

- Conduct any additional traffic counts for the project, other than those specifically identified in Task 10.1.
- Conduct any operational / LOS analyses of driveways, street intersections, or other roadways in the study area, other than those specifically identified in Task 10.2.
- Provide any services related to permits.
- Conduct any revisions to the traffic evaluation report caused by major changes to the overall project plan, such as the construction schedule.
- Attend more than three (3) conference calls for the project as identified in Task 10.4.
- Attend any City of Round Rock meetings, including Committee, Planning and Zoning Commission, or City Council meetings.
- Respond to more than one round of review comments from the City.

## Deliverables:

- Draft & Final Traffic Analysis Report.

## **Task 11. Public Involvement**

1. Provide project graphics in support of one (1) open house. Consultant will provide one (1) presentation board of the schematic:

- Updated schematic layout (selected among 2 proposed alignments).

## Deliverables:

- Exhibits for Open House and responses to up to 50 comments.

2. Assist with preparation of the open house meeting, attend, and prepare responses to the comments and questions received.

3. Coordination with certain properties from whom ROW acquisition is anticipated. Engineer will conduct three (3) meetings with affected property owners (MAPOs) anticipated to be:

- i. Faith Missionary Baptist Church (affected parcel on Sam Bass Rd)

- ii. T&G on Brushy Creek (primary parcel in middle of the project)
- iii. ROBJACS, LLC (significantly affected, if a roundabout is used)

Coordination with Williamson County regarding the parcel on which they are planning the trailhead will be covered in the Roadway Schematic Task 5, not Task 11. Other affected properties have less significant impacts, so meetings with them will be deferred until the PS&E stage of the project.

#### 4. Support services for Public Involvement (CD&P)

- i. **PREPARE FOR AND CONDUCT ONE (1) PUBLIC OPEN HOUSE**  
CD&P will plan logistics, facilitate, and document up to 1 public meeting. It is anticipated that the public meeting will be held in-person. Tasks may include announcing the meetings by distributing meeting information and coordinating with attendees; and conducting the public meeting. Following the meeting, CD&P will provide a meeting summary and comment response matrix.

##### Deliverables:

- Provide meeting plan noting logistics and deadlines for in-person public meeting (up to 1)
- Prepare meeting announcements and conduct outreach to promote participation (up to 1 round of post card mailers or letters to property owners, social content, email announcement, phone calls, flyers, and an advertisement developed by CD&P with placement coordinated through the City)
- Develop and produce public meeting comment form, sign in sheets, name tags
- In-person meeting facilitation
- Provide documentation for the public meeting, with comment matrix to be completed by Halff and the City
- ii. **STAKEHOLDER COMMUNICATIONS AND DATABASE MANAGEMENT**  
CD&P will create a stakeholder list. CD&P will assist the City with responses to questions and comments from stakeholders in a timely manner and maintain a communication log of all outreach efforts.

##### Deliverables:

- Stakeholder database and communications log in Excel format
- Communications and responses to two (2) stakeholders

- iii. **PUBLIC INVOLVEMENT ADMINISTRATION**  
CD&P will participate in project status and coordination meetings with the County and the Engineering team in person, by phone, or via written update. Invoicing and progress reporting will be provided monthly. For budgeting purposes, a 6-month schedule is assumed.

Deliverables:

- Attendance in coordination meetings and updates (up to 6)
- CD&P monthly invoicing and status reports (up to 6)

The Engineer will perform the services to be provided under this agreement out of the Engineer's office listed below:

Office Location

Halff Associates, Inc.  
13620 Briarwick Dr. Suite 100,  
Austin, TX 78729

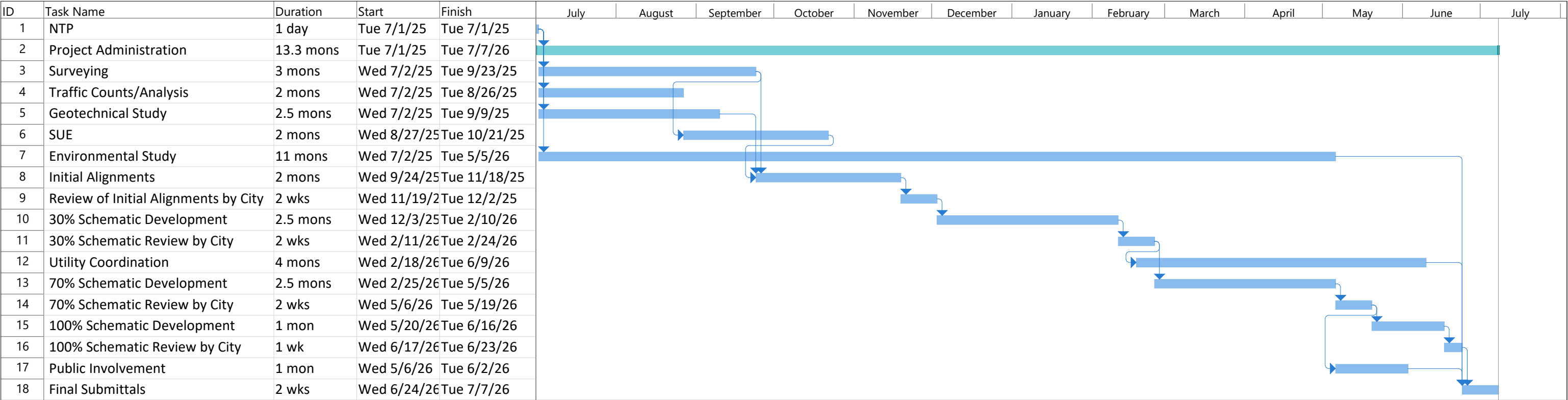
Sub-Consultants:

Aguirre & Fields, LP CD&P  
Beyond Engineering & Testing, LLC  
CD&P  
Inland Geodetics  
SWCA Environmental Consultants

**EXHIBIT C  
WORK SCHEDULE**

**DEEP WOOD DRIVE EXTENSION  
SCHEMATIC PHASE  
FROM RM 620 TO SAM BASS RD.**

A 12-month schedule is proposed, beginning July 2025 with completion in July 2026.  
A detailed critical path schedule is attached.



Project: Project1  
Date: Thu 5/15/25

Task

Split

Milestone

Summary

◆

Project Summary

Inactive Task

Inactive Milestone

Inactive Summary

◆

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

External Tasks

External Milestone

Deadline

Progress

Manual Progress

**EXHIBIT D  
FEE SCHEDULE**

**DEEP WOOD DRIVE EXTENSION  
SCHEMATIC PHASE  
FROM RM 620 TO SAM BASS RD.**

Fees to be billed on a lump sum basis monthly as a percentage of work completed to date.

TASK 1 - Project Administration	\$ 79,954.00
TASK 2 - Field Surveying	\$ 244,055.00
TASK 3 - Geotechnical Study	\$ 107,152.77
TASK 4 - Subsurface Utility Engineering	\$ 12,240.00
TASK 5 - Roadway Schematic	\$ 98,682.00
TASK 6 - Preliminary Drainage and Floodplain Analysis	\$ 59,832.00
TASK 7 - Structural Engineering	\$ 49,768.00
TASK 8 - Environmental Study	\$ 55,538.00
TASK 9 - Utility coordination	\$ 46,464.00
TASK 10 - Traffic Engineering	\$ 45,740.00
TASK 11 - Public Involvement	\$ 31,797.00
<b>TOTAL FEE</b>	<b>\$ 831,222.77</b>



EXHIBIT D  
Detailed Fee Schedule  
(Lump Sum Contract)

Deep Wood Drive Extension	Project Principal	Senior Project Manager	Sr. RPLS/Team Leader	Sr Review Engineer	Senior Engineer	RPLS	CADD Manager	Project Engineer	Junior Engineer	Senior Survey Tech	Graduate Engineer	SUE Manager	Utility Coordinator	SUE Field Crew Manager	Senior CADD Tech	SUE QLB 1-Person Crew	Survey 2-Person Crew	Survey Tech	CADD/GIS Tech	Senior Env PM/Arch PI	Professional Geologist	Environmental Manager	Env Scientist / Arch Tech	Administrative Assistant	Contract Admin Specialist	Task Hours	LABOR COSTS	SUB COSTS	DIRECT COSTS	TOTAL		
HOURLY RATES	\$299.00	\$299.00	\$245.00	\$224.00	\$195.00	\$190.00	\$178.00	\$161.00	\$135.00	\$126.00	\$215.00	\$160.00	\$100.00	\$135.00	\$125.00	\$200.00	\$110.00	\$115.00	\$195.00	\$100.00	\$135.00	\$100.00	\$90.00	\$125.00								
TASK DESCRIPTIONS																																
TASK 1 - Project Administration (ARF)																																
1.1 Project Administration and Management (for 12 Months)	36	48	12																						24	96	\$26,136.00				\$26,136.00	
1.2 Monthly Progress Reports and Invoicing (12 Reports/Invoices)		18																								42	\$7,662.00				\$7,662.00	
1.3 Progress/Coordination Meetings/Agenda Prep (12 Virtual Meetings)	12	18																								30	\$9,250.00				\$9,250.00	
1.4 Sub-Consultant Management	12	24																								36	\$9,604.00				\$9,604.00	
1.5 Project Schedule (Development and Update)	6								12																	18	\$3,486.00				\$3,486.00	
1.6 Right of Entries	8	16																								24	\$6,536.00				\$6,536.00	
1.7 Quality Assurance and Quality Control (QA/QC)	16	12		16	40																					80	\$18,280.00				\$18,280.00	
TASK 1 SUBTOTAL	80	142		16	40		0	0	12		0	0	0	0	0	0	0	0	0	0	0	0	0	0	24	326	\$79,954.00	\$0.00	\$0.00		\$79,954.00	
TASK 2 - Field Surveying (Inland and Half)																																
2.1 Progress Meetings/Reports (Inland)																											\$0.00	\$3,390.00			\$3,390.00	
2.2 ROW Letters (Inland)																											\$0.00	\$2,090.00			\$2,090.00	
2.3 Topographic Survey (Inland)			10			50				20							150	50									\$0.00	\$95,445.00			\$95,445.00	
2.4 ROW Parcel prep (Half)																											\$50,150.00				\$50,150.00	
2.5 Easement Parcel prep (Half)																											\$89,500.00				\$89,500.00	
2.6 Control Map (Inland)																											\$0.00	\$3,160.00			\$3,160.00	
2.7 Reimbursable Certified Mail (Inland)																											\$0.00	\$320.00			\$320.00	
TASK 2 SUBTOTAL	0	0	10	0	0	50	0	0	0	20	0	0	0	0	0	0	150	50	0	0	0	0	0	0	0	0	\$139,650.00	\$104,405.00	\$0.00	\$0.00	\$244,055.00	
TASK 3 - Geotechnical Study (Beyond)																																
3.1 Exploratory Boreholes, Lab Testing, Geotech Report and Pavement Design																											\$0.00	\$107,152.77			\$107,152.77	
TASK 3 SUBTOTAL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00	\$107,152.77	\$0.00	\$0.00	\$107,152.77	
TASK 4 - Subsurface Utility Engineering																																
4.1 SUE Quality Level C and D												8	8		4				24								44	\$6,300.00			\$6,300.00	
4.2 SUE Quality Level B												4		10	2	10	8		4								38	\$5,940.00			\$5,940.00	
TASK 4 SUBTOTAL	0	0		0	0		0	0	0	0	0	12	8	10	6	10	8	0	28	0	0	0	0	0	0	0	82	\$12,240.00	\$0.00	\$0.00	\$12,240.00	
TASK 5 - Roadway Schematic (90%, 70%, 100%)																																
5.1 Design Summary Report		4						8			6																12	\$2,460.00			\$2,460.00	
5.2 Site Visit (4 Visits)																											6	\$756.00		\$56.00	\$812.00	
5.3 Develop Roll Plot (roadway, bridge, typical sections, utilities, intersections)	8	16				16	160				240															440	\$68,296.00		\$56.00	\$68,296.00		
5.4 Prepare cross sections for Sam Bass Rd and Deep Wood Drive									16		24															40	\$5,600.00				\$5,600.00	
5.5 Quantities and Opinion of Construction Cost Estimate (for 2 Alternatives)					24						40															66	\$10,238.00				\$10,238.00	
5.6 Technical Memorandum		4	0	0	40	0		40			210	0	0	0	0	0	0	0	0	0	0	0	0	0	0	60	\$11,276.00				\$11,276.00	
TASK 5 SUBTOTAL	8	26	0	0	40	0	16	208	16	0	210	0	0	0	0	0	0	0	0	0	0	0	0	0	0	386	\$58,626.00	\$0.00	\$56.00	\$58,682.00		
TASK 6 - Preliminary Drainage and Floodplain Analysis																																
6.1 Schematic Roadway Drainage System		2		4				15	22		29																72	\$11,280.00				\$11,280.00
6.2 Water Quality Analysis Needs		4		6				17	24		31																82	\$13,176.00				\$13,176.00
6.3 Floodplain Analysis		8		4				16	30		52																108	\$16,800.00				\$16,800.00
6.4 Detention Needs Analysis		6		4				16	30		68																124	\$18,696.00				\$18,696.00
TASK 6 SUBTOTAL	0	18	0	18	0	0	0	64	106	0	180	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	386	\$59,632.00	\$0.00	\$0.00	\$59,632.00	
TASK 7 - Structural Engineering (ARF)																																
7.1 Project Management																												\$10,344.00			\$10,344.00	
7.2 Data Collection																												\$1,716.00			\$1,716.00	
7.3 Schematic and Environmental																												\$37,708.00			\$37,708.00	
TASK 7 SUBTOTAL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00	\$49,768.00	\$0.00	\$0.00	\$49,768.00
TASK 8 - Environmental Study																																
8.1 Cultural Resources Services																											0					
Desktop Review / Scope of Work																											47	\$6,045.00				\$6,045.00
Texas Antiquities Permit Application																											33	\$2,850.00				\$2,850.00
Archaeological Resources Survey (physical testing)																											37	\$3,930.00				\$3,930.00
Archaeological Survey Report																											34	\$4,470.00				\$4,470.00
Curation																											6	\$660.00				\$660.00
THC Coordination																											4	\$540.00				\$540.00
8.2 WOTUS Delineation and Jurisdictional Assessment																											0					
Site Reconnaissance (includes pre-recon tasks, site recon, post-recon)																											28	\$4,380.00				\$4,380.00
WOTUS Delineation Report																											37	\$5,430.00				\$5,430.00
8.3 Threatened and Endangered Species and Habitat Assessment																											0					
Database Review																											14	\$1,890.00				\$1,890.00
Prepare TAE Habitat Assessment Report																											35	\$5,160.00				\$5,160.00
Williamson County RHCP Enrollment																											28	\$4,380.00				\$4,380.00
8.4 Karst Feature Survey and Geologic Assessment																											0					
Karst Feature Survey																											18	\$2,700.00				\$2,700.00
Geologic Assessment																											37	\$5,580.00				\$5,580.00
8.5 SWCA services											</																					

## EXHIBIT E

Certificates of Insurance

Attached Behind This Page



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/2/2025

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

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

<b>PRODUCER</b> Edgewood Partners Insurance Agency 3780 Mansell Rd. Suite 370 Alpharetta GA 30022	<b>CONTACT</b> NAME: Rebecca Egan PHONE (A/C. No. Ext): 770-552-4225 E-MAIL ADDRESS: greylingcerts@greyling.com	<b>FAX</b> (A/C. No.):
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
INSURER A: National Union Fire Ins Co of Pittsburg		19445
INSURER B: The Continental Insurance Company		35289
INSURER C: New Hampshire Insurance Company		23841
INSURER D: Allied World Surplus Lines Insurance Co		24319
INSURER E:		
INSURER F:		

**COVERAGES**

CERTIFICATE NUMBER: 1824888846

REVISION NUMBER: 24-25

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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			GL5856923	8/1/2024	8/1/2025	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CA5717893	8/1/2024	8/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			7034027549	8/1/2024	8/1/2025	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	WC014195843	8/1/2024	8/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$2,000,000 E.L. DISEASE - EA EMPLOYEE \$2,000,000 E.L. DISEASE - POLICY LIMIT \$2,000,000
D	Prof Liability incl. Pollution			03113813	8/1/2024	8/1/2025	Per Claim Aggregate \$1,000,000 \$1,000,000

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

Engineering Services for the Deep Wood Drive Extension.

City of Round Rock and its officers, employees, and elected officials are named as an Additional Insureds on the above referenced liability policies with the exception of workers compensation & professional liability where required by written contract. Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, 30 days' written notice (except 10 days for nonpayment of premium) will be provided to the Certificate Holder. The above referenced liability policies with the exception of workers compensation and professional liability are primary & non-contributory where required by written contract. See Attached...

**CERTIFICATE HOLDER****CANCELLATION**

City Manager, City of Round Rock  
221 E. 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

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# ADDITIONAL REMARKS SCHEDULE

<b>AGENCY</b> Edgewood Partners Insurance Agency		<b>NAMED INSURED</b> Halff Associates, Inc. 1201 N. Bowser Richardson, TX 75081	
<b>POLICY NUMBER</b>		<b>EFFECTIVE DATE:</b>	
<b>CARRIER</b>	<b>NAIC CODE</b>		

## ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER:** 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Waiver of Subrogation in favor of Additional Insured(s) where required by written contract & allowed by law.

Deductibles:

GL - \$0

Auto - \$0 Liability, \$250 Comp, \$500 Collision

WC - \$0

PL - \$25,000

**ENDORSEMENT**

This endorsement, effective 12:01 A.M. **08/01/2025** forms a part of

Policy No. CA5717893 issued to Halff Associates, Inc.

by **NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA**

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

**ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT**

*This endorsement modifies insurance provided under the following:*

**BUSINESS AUTO COVERAGE FORM**

**SCHEDULE**

**ADDITIONAL INSURED:**

**ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE CONTRACTUALLY BOUND TO PROVIDE ADDITIONAL INSURED STATUS BUT ONLY TO THE EXTENT OF SUCH PERSON'S OR ORGANIZATIONS LIABILITY ARISING OUT OF THE USE OF A COVERED AUTO.**

**I. SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. - Who Is Insured, is amended to add:**

- d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:

- (1) The coverage and/or limits of this policy, or
- (2) The coverage and/or limits required by said contract or agreement.



AUTHORIZED REPRESENTATIVE

## ENDORSEMENT

This endorsement, effective 12:01 A.M. 08/01/2025  
forms a part of Policy No. 571-78-93  
issued to HALFF ASSOCIATES, INC.  
by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

### INSURANCE PRIMARY AS TO CERTAIN ADDITIONAL INSURED

*This endorsement modifies insurance provided under the following:*

#### BUSINESS AUTO COVERAGE FORM

**Section IV - Business Auto Conditions, B., General Conditions, 5., Other Insurance, c.,** is amended by the addition of the following sentence:

The insurance afforded under this policy to an additional insured will apply as primary insurance for such additional insured where so required under an agreement executed prior to the date of accident. We will not ask any insurer that has issued other insurance to such additional insured to contribute to the settlement of loss arising out of such accident.

All other terms and conditions remain unchanged.



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Authorized Representative or  
Countersignature (in States Where  
Applicable)

## ENDORSEMENT

This endorsement, effective 12:01 A.M. 08/01/25 forms a part of

Policy No. CA5717893 issued to Halff Associates, Inc.

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

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

### **WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

*This endorsement modifies insurance provided under the following:*

#### **BUSINESS AUTO COVERAGE FORM**

**Section IV - Business Auto Conditions, A. - Loss Conditions, 5. - Transfer of Rights of Recovery Against Others to Us**, is amended to add:

However, we will waive any right of recover we have against any person or organization with whom you have entered into a contract or agreement because of payments we make under this Coverage Form arising out of an "accident" or "loss" if:

- (1) The "accident" or "loss" is due to operations undertaken in accordance with the contract existing between you and such person or organization; and
- (2) The contract or agreement was entered into prior to any "accident" or "loss".

No waiver of the right of recovery will directly or indirectly apply to your employees or employees of the person or organization, and we reserve our rights or lien to be reimbursed from any recovery funds obtained by any injured employee.

  
\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

POLICY NUMBER: 585-69-23

COMMERCIAL GENERAL LIABILITY  
CG 20 10 12 19

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

**ADDITIONAL INSURED - OWNERS, LESSEES OR  
CONTRACTORS - SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s)</b>	<b>Location(s) Of Covered Operations</b>
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	



**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service,

maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**C.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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

## **ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### **SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s)</b>	<b>Location And Description Of Completed Operations</b>
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

**Name Of Person Or Organization:**

PURSUANT TO APPLICABLE WRITTEN CONTRACT OR AGREEMENT YOU ENTER INTO.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV - Conditions**:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

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

## **PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

### **Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your

policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

## TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective 12:01 AM 08/01/2025 forms a part of Policy No. WC 014-19-5843

Issued to HALFF ASSOCIATES, INC.

By NEW HAMPSHIRE INSURANCE COMPANY

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

### Schedule

1. ☐ Specific Waiver

Name of person or organization

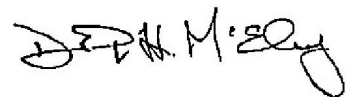
☒ Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations: ALL TEXAS OPERATIONS.

WC 42 03 04 B  
(Ed. 6-14)

Countersigned by \_\_\_\_\_



Authorized Representative

## EXHIBIT A

City Services

## EXHIBIT B

### Engineering Services

## EXHIBIT C

### Work Schedule



## EXHIBIT D

### Fee Schedule