

EXHIBIT
"A"



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

FIRM: COBB FENDLEY & ASSOCIATES, INC. (“Engineer”)
ADDRESS: 4424 West Sam Houston Parkway N, Suite 600, Houston, TX 77041
PROJECT: SH 45 and A.W. Grimes Wastewater Line Upsize

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

THIS CONTRACT FOR ENGINEERING SERVICES (“Contract”) is made and entered into on this the ____ day of _____, 2024 by and between the CITY OF ROUND ROCK, a Texas home-rule municipal corporation, whose offices are located at 221 East Main Street, Round Rock, Texas 78664-5299, (hereinafter referred to as “City”), and Engineer, and such Contract is for the purpose of contracting for professional engineering services.

RECITALS:

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

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

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

NOW, THEREFORE, WITNESSETH:

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

CONTRACT DOCUMENTS

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

ARTICLE 1 **CITY SERVICES**

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

ARTICLE 2 **ENGINEERING SERVICES**

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

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

ARTICLE 3 **CONTRACT TERM**

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

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

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

ARTICLE 4
COMPENSATION

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

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

The maximum amount payable under this Contract, without modification of this Contract as provided herein, is the sum of Two Hundred Seventy Thousand Five Hundred Ninety-Eight and No/100 Dollars, (\$270,598.00). Engineer shall prepare and submit to City monthly progress reports in sufficient detail to support the progress of the work and to support invoices requesting monthly payment. Any preferred format of City for such monthly progress reports shall be identified in Exhibit B entitled “Engineering Services”. Satisfactory progress of work shall be an absolute condition of payment.

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

ARTICLE 5
METHOD OF PAYMENT

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

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

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

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

ARTICLE 6
PROMPT PAYMENT POLICY

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

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

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

ARTICLE 7
NOTICE TO PROCEED

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

ARTICLE 8
PROJECT TEAM

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

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

Fax Number N/A
Email Address ksaucedo@roundrocktexas.gov

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:

Kristen Van Hoosier, P.E.
Team Lead, Project Manager
4424 West Sam Houston Parkway N, Suite 600
Houston, TX 77041
Telephone Number (832) 657-9084
Fax Number N/A
Email Address kvanhoosier@cobbhendley.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:

Kristen Van Hoosier, P.E.
Team Lead, Project Manager
9600 N. MoPac Expressway, Suite 800
Austin, TX 78759

ARTICLE 33
GENERAL PROVISIONS

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

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

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

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

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

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

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


ARTICLE 34
SIGNATORY WARRANTY

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

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

[signature pages follow]

COBB FENDLEY & ASSOCIATES, INC.

By: 

Signature of Principal

Printed Name: Dan Warth

CITY OF ROUND ROCK, TEXAS

APPROVED AS TO FORM:

By: _____
Craig Morgan, Mayor

Stephanie L. Sandre, City Attorney

ATTEST:

By: _____
Meagan Spinks, City Clerk

LIST OF EXHIBITS ATTACHED

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

EXHIBIT A

City Services

The City of Round Rock (City) will provide the following information and other assistance to the Engineer that the City deems appropriate and necessary:

1. Any readily available pertinent existing information relating to the services to be performed by the Engineer; the City will provide one copy of such information in a format chosen by the City.
2. Clear direction and/or response to questions or requests made by the Engineer in the course of the Engineer's performance of services.
3. Timely review of deliverables that have been properly completed and submitted by the Engineer; and timely provisions of comments, if any, to the Engineer resulting from said reviews.
4. Meet with the Engineer on an as-needed basis to facilitate performance of the Work Authorization.

EXHIBIT B

Engineering Services

Attached Behind This Page

4/2/2024
Revised 4/4/2024
Revised 5/24/2024
Revised 7/26/2024

Ms. Kaitlyn Saucedo
Engineer Associate
City of Round Rock

RE: SH45 Wastewater Line Upsize
Proposal for Design, Bid, and Construction Phase Services

Ms. Saucedo:

CobbFendley is pleased to present this proposal to provide design, bid, and construction phase services for the upsize of a wastewater line crossing SH 45 west of AW Grimes Boulevard.

A recent report for the City of Round Rock (City), "Fairfield at Round Rock Multifamily Wastewater Analysis", found the existing 12-inch wastewater line crossing SH 45 from WWMH BC072468 to WWMH BC07211 to need an upsize to 15-inches minimum to support future demand in the sewershed. This project includes the installation of approximately 650 linear feet of 15-inch wastewater pipe in 30-inch steel casing across SH 45 via jack/bore installation, abandonment of the existing 12-inch wastewater line in place, replacement of start and end manholes, reconnections to existing wastewater line connections, and abandonment of an 8-inch lateral for Texas Department of Transportation (TxDOT).

The following is a summary of the services CobbFendley will provide.

A. Preliminary Phase

1. Preliminary Design Engineering.
 - i. CobbFendley will prepare preliminary alignment locations for the wastewater line and coordinate with the City of Round Rock before progressing with 30% plans.
 - ii. Coordination meetings with City. Includes two (2) meetings with the City to verify alignments prior to moving forward to 30% design phase.
 - iii. Coordination with TxDOT to identify need for reconnection to/replacement of 8-inch lateral connected to the wastewater line being relocated.
2. Survey. CobbFendley will provide survey services.
 - i. CATEGORY 6 TOPOGRAPHIC SURVEY – Terrestrial LiDAR
Terrestrial Lidar / Topographic Survey / 1' Contour Mapping

CobbFendley will establish approximately four (4) primary control points within the project area. Survey control will be based on the Texas State Plane Coordinate System, Central Zone, NAD 83 (2011), NAVD 88, Grid Coordinates.

If available, the Horizontal and Vertical Control established for this project will be tied to any local survey control that may exist on-site as provided by the client.

A topographic survey of a proposed 200'x700' corridor crossing SH-45 will be performed which will include, but not be limited to: 1-foot contours, data will be collected on a 20' grid with grade breaks, edge of concrete structures, curb and gutter, overhead power, telephone or signal lines, buried utility markers or signs, above ground visible evidence of utilities, power poles, guy anchors and other important features / grade break points, and all existing visible surface improvements within the project area.

CobbFendley will utilize Terrestrial LiDAR to capture bridge features including pier locations and deck and beam locations and clearance's.

The survey will include locating trees 8-inches in diameter and larger within the project corridor limits.

Combining aerial and on the ground surveying to prepare mapping of 1' contours.

The deliverable shall be in AutoCAD Civil3D format.

EXCLUSIONS FROM SURVEY THE SCOPE OF SERVICES

Specific items excluded from this proposal are as follows:

- Right-of-entry. The City will provide right of entry to private property and utility easements (if required).
 - Surveyor will not provide opinions as to adequacy, on legal or title issues.
 - The survey will not address compliance or assessment of existing utilities, wetland determinations, fault lines and/or environmental assessments that are beyond the surveyor's expertise.
 - The survey will not include any references to lease agreements, oil, gas and other mineral rights or matter that are strictly contractual and items which cannot be located upon the subject tract by physical description. Those matters are given constructive notice in a title commitment and must otherwise be addressed by the parties involved and/or addressed by legal counsel.
 - Flood elevation certificates.
 - Excavation of utilities.
 - "Standard traffic control" is performed by CobbFendley and is included in our standard rates. "Standard traffic control" can be described as short-term lane closure necessary for manhole entry or access to utility features located in the roadway. Should 'non-standard' traffic control be required (lane closures, police officer present, arrow board, etc...) these services will be considered extra.
 - Subdivision platting.
 - Any other services not specifically included within the description of the Scope of Services as described above.
3. Existing Utility Identification. CobbFendley will provide utility identification and notification services to assist with route analysis and to avoid potential utility conflicts. There are six (6) utilities anticipated along the project corridor, including the City of Round Rock (water), Brightspeed (telecom), Pedernales Electric

- Coop (electric), Oncor Electric Distribution (electric), Wink to Webster Pipeline (gas), and Whitewater Midstream (gas). CobbFendley will provide the following services for utility identification and notification:
- i. Records Research and Data Collection
 - a. Perform Texas One Call and review the Railroad Commission database to assist with identifying all utilities in and adjacent to the project area;
 - b. Contact local municipalities, known utility providers, and pipeline operators to request available maps, records, as-builts and information regarding their existing facilities in and adjacent to the project area;
 - c. Make a field visit to verify existing utility information with field conditions;
 - d. Survey identified visible utility surface features according to the project survey control and reconcile collected utility record facility locations against surveyed visible utility surface features.
 - ii. Existing Utility Layout
 - a. Create an existing utility layout in the latest version of AutoCAD C3D using base topo/survey files correlated with as-builts provided by each Utility Owner. This layout will be utilized to assist in route analysis, evaluation of alternatives, and identification of potential conflict locations.
 - b. Color-coded composite existing utility layout will differentiate styles by utility type, utility owner, and line sizes. Information is based on the best available records.
 - iii. Utility Contact List. Establish contact with existing utility companies within and adjacent to the project and develop a utility contact list. This list will be maintained throughout the project.
 - iv. Initial Notification Letters. Prepare and mail written notification letters to known utility owners within and adjacent to the project site, notifying them of overall project scope and schedule, assist with confirmation Utility Owner point of contact, existing utility facilities and potential high risk utilities in the corridor.
4. Geotechnical – GDR and GDM. CobbFendley will coordinate with Arias Geoprosessionals (Arias) for geotechnical services, including a geotechnical data report (GDR) and geotechnical design memorandum (GDM). See attached proposal from Arias dated July 22, 2024.
 5. Geotechnical – GBR. CobbFendley will coordinate with Balcones Geotechnical, LLC (Balcones) for geotechnical services, including a geotechnical baseline report (GBR). See attached proposal from Balcones dated March 28, 2024.
- B. Design Phase.** CobbFendley will prepare design plans for the SH 45 Wastewater for submittal to City of Round Rock at 30%, 60%, 90% and 100% completion. We anticipate the following sheets to be included in our design set.
1. Design Plans
 - i. Cover sheet. (1 Sheet)
 - ii. General Notes. Assemble a set of general notes using City of Round Rock and TCEQ standards. (2 Sheets)
 - iii. Survey Sheet. (1 Sheet)
 - iv. Overall Layout Sheet (1 Sheet). Prepare an overall reference sheet to scale.
 - v. Traffic Control Sheets (2 sheets). Prepare 11"x17" traffic control plan sheets at 90% and 100% submittals. Assumes 2 sheets.

- vi. Erosion and Sedimentation Control Sheets (2 sheets). Prepare 11"x17" erosion and sedimentation control plan sheets at 90% and 100% submittals. Assumes 2 sheets.
 - vii. Plan and Profile (3 Sheets) - CORR Wastewater Line. Prepare plan sheets at 30% submittal and plan and profile sheets at 60%, 90%, and 100% submittals for the proposed wastewater lines at a scale of 1" = 40' on 11"x17" plan sheets, with a true half size. These sheets will show the wastewater line crossing SH 45 at AW Grimes Blvd. Assumes 3 sheets.
 - viii. Abandonment Plan (1 Sheet) - TxDOT Wastewater Line. Prepare an abandonment plan sheet at 30%, 60%, 90%, and 100% submittals for the abandonment of an 8-inch lateral for TxDOT at a scale of 1" = 50' on 11"x17" plan sheets, with a true half size. Assumes 1 sheet.
 - ix. Manhole Invert Sheet (1 Sheet). Prepare a sheet for proposed manhole inverts at 90% and 100% submittals. Assumes 1 sheet.
 - x. Detail Sheets (6 sheets). Prepare detail sheets showing standard construction details and special, project-specific details. Includes standard details, erosion control details, and traffic control details. Assumes 6 sheets.
 - xi. Design calculations. Perform Q,V,D calculations.
2. Front end documents and Specifications. A table of contents (TOC) that includes anticipated front-end documents, standard technical specifications, and special specifications and special provisions will be provided with the 60% submittal. A full set of utility specifications, special specifications, and special provisions required will be provided with the 90% and 100% submittals. City of Round Rock and City of Austin standard technical specifications will be used for this project.
 3. Quantity Take-Off/Bid Form/ Cost Estimate. CobbFendley will perform a quantity take off and prepare a bid form. A quantity take-off will be performed at the 30%, 60%, 90%, and 100% submittals. CobbFendley will also prepare an opinion of probable construction cost for the 30% (+/- 25%), 60% (+/- 20%), 90% (+/- 10%), and 100% submittals. A bid form will be provided with the 100% submittal to be included in the project manual.
 4. QA/QC. CobbFendley will perform internal quality control reviews on the plans and specifications prior to each submittal to City of Round Rock.
 5. Prepare 4 submittal packages. CobbFendley will assemble plans and specifications and submit to City of Round Rock for review. This proposal assumes there will be a 30%, 60%, 90%, and 100% Final Bid Set submittal. CobbFendley will electronically provide 11"x17" size plans and specifications for each submittal.
 6. Respond to comments. CobbFendley will review comments provided by the City of Round Rock and prepare a written response to the comments for inclusion with the subsequent submittal.
 7. Coordination/Review meetings (4). This includes scope coordination for the project and four (4) submittals to City of Round Rock for their approval.
 8. Permits and Approvals. This includes acquisition of any permits necessary to be approved for construction, including RULIS permit. This also includes preparation of exhibits required for RULIS review.
 9. Coordination with TxDOT. This includes coordination with TxDOT for RULIS.
 10. Project Management. This includes coordination with subconsultant teams and overall project management, monthly status updates to the City, and project schedule maintenance. Assumes 10 months.

C. Bid Phase. CobbFendley will assist in the bidding of the SH 45 Wastewater Line project. This proposal assumes that the City will engage a bidding assistance center and all contract documents will be distributed through the center. CobbFendley may retain a copy for viewing, if desired, but will not be managing the document distribution. Below is a detailed scope of services for bid phase.

1. Pre-bid conference. CobbFendley will attend and conduct a pre-bid conference, including preparation of the meeting agenda and meeting minutes.
2. Respond to contractors' questions during the bidding process.
3. Prepare addenda (assume 2) to address contractors' questions.
4. Attend and conduct the bid-opening.
5. Prepare bid tabulation and check calculations. Proposal assumes a low-bid contract and does not include time to evaluate competitive proposals.
6. Check Contractor References.
7. Prepare Recommendation of Award.
8. Prepare Conformed Documents. CobbFendley will prepare a set of conformed documents integrating any revisions to the plans or project manual that resulted from bid phase addenda. Provide 3 sets of conformed documents (project manual and 11"x17" plans) to City and Contractor.
9. Project Management for 3 months.

D. Construction Phase. CobbFendley will provide construction administration and observation assistance to the City for the SH 45 Wastewater Line project. This proposal does not include inspection services. This proposal assumes a construction duration of six (6) months. Below is a detailed scope of services.

1. Attend and conduct a preconstruction conference. CobbFendley will prepare the agenda, take notes, and prepare the meeting minutes.
2. Attend progress meetings. Assume monthly progress meetings for a total of six (6).
3. Attend periodic site visits. Assume monthly site visits (not coincident with progress meetings) for a total of six (6).
4. Review project submittals/shop drawings. CobbFendley will review each submittal twice. If the Contractor requires a third submittal, it will be reviewed as an additional service and at the Contractor's expense, as will be written in the contract documents. This proposal assumes twenty-five (25) submittals.
5. Respond to Requests for Information (RFI). CobbFendley will coordinate with the City and Contractor on RFIs and respond with clarifications as needed. This proposal assumes eight (8) RFIs.
6. Change Orders. CobbFendley will assist the City in negotiation and preparation of change order documents, should they be necessary. This proposal assumes two (2) change orders.
7. Final Walk Through and Punch List. CobbFendley will attend the final walk through and coordinate with the City's inspector on the punch list items.
8. Project Close Out. CobbFendley will assist the City on closing out the contract, reviewing the final pay application and affidavits, and preparing the Concurrence Letter.
9. Record Drawings. CobbFendley will prepare a set of record drawings based on the Contractor's redlines in the field.
10. Project Management for 8 months.

We propose to perform these services for the lump sum fees as summarized below.

**SH 45 Wastewater Line Upsize
City of Round Rock**

Task	Labor	Expense	Total Fee
SH45 Wastewater Line			
Preliminary Phase	\$99,633.50		\$99,633.50
Preliminary Design	\$6,900.00		\$6,900.00
CobbFendley Topo Survey	\$30,855.00		\$30,855.00
CobbFendley Title Reports (Existing Easements)	\$800.00		\$800.00
CobbFendley Utility Identification	\$15,186.00		\$15,186.00
Geotechnical GDR and GDM (Arias)	\$28,824.00		\$28,824.00
Geotechnical GBR (Balcones)	\$17,068.50		\$17,068.50
Design Phase	\$103,685.00	\$175.00	\$103,860.00
Bid Phase	\$7,365.50	\$132.00	\$7,497.50
Construction Phase	\$58,995.00	\$612.00	\$59,607.00
SH45 Wastewater Line Total	\$269,679.00	\$919.00	\$270,598.00

If you have any questions or comments, please contact me or Julie Hastings at jhastings@cobbfendley.com or (512) 834-9798. We look forward to working on this project with you.

Sincerely,



Dan Warth, PE
Executive Vice President

cc: Julie Hastings, Principal | Project Manager



Contract Proposal | **09-24-049**
Date | 28 Mar 2024

Proposal For

Project Title

Amber Vandermey
Cobb, Fendley & Associates, Inc.
505 E. Huntland Drive
Suite 485
Austin, Texas 78752

CoRR SH-45 Wastewater Line Upsize

Project Description

aci environmental consulting, LLC is pleased to provide the following scope of services for the City of Round Rock, SH-45 Wastewater Line Upsize Project in Williamson County, Texas.

The City of Round Rock is proposing to upgrade approximately 650 feet of existing 12" wastewater line to 15" wastewater line near the intersection of SH-45 and A.W. Grimes Boulevard. This scope of services is for a 100-foot wide study area along the proposed alignment as depicted in Exhibit A. Should the proposed alignment be altered significantly, or additional area of review be requested, a separate work authorization would be required.

Scope of Services

aci environmental consulting, LLC will execute the following tasks under this scope of work. The tasks are mutually dependent and scoped accordingly.

Task 1: Environmental Constraints Report

aci environmental consulting will prepare an environmental constraints report to present the results of a desktop and field reconnaissance review of the study area. The findings from Tasks 2, 3, 4, will be incorporated into this report. This task includes one round of comments from the project team. Following the comment response a finalized digital copy (PDF format) of the report will be submitted to the client.

Cost of Task 1: \$4,200

Task 2: Jurisdictional Waters Assessment

aci environmental consulting will conduct a jurisdictional waters of the United States assessment, based on the Environmental Protection Agency's (EPA) and U.S. Army Corps of Engineers' (USACE) current guidance, within a 100-foot corridor along the proposed alignment. The purpose of this assessment is to identify the location and extent of potential waters of the United States in accordance with Section 404 of the Clean Water Act (CWA). aci consulting will perform an analysis of the most current available aerial photographs, topographic maps, National Wetlands Inventory (NWI) database, National Hydrography Dataset (NHD), and soil surveys as well as conduct appropriate field work necessary to identify the location and extent of USACE jurisdictional waters and potential wetlands within the ROW of the alignment.

cost of Task 2: \$1,400

Task 3: Federal Endangered Species Habitat Assessment

aci environmental consulting will perform an assessment of the potential for federally protected endangered and threatened species along the proposed project alignment. A visual inspection of habitat within and immediately adjacent to the alignment will be performed for listed species. All potential habitat along the proposed project alignment will be identified and the findings will be incorporated into the Environmental Constraints Report.

Cost of Task 3: \$1,400

Task 4: Hazardous Materials Screen

aci environmental consulting will conduct a hazardous materials screen for the project alignment by completing an ASTM environmental background search and site visit. The results of the screen will be incorporated into the Environmental Constraints Report. This task does not include preparation of a Phase I Environmental Site Assessment or ASTM E1527-05 or E1527-21 level of review.

Cost of Task 4: \$ 1,800

Task 5: Project Management and Coordination

aci environmental consulting will conduct project management and client coordination, and at the client's request, prepare for and attend up to two project meetings.

Cost of Task 5: \$1,000

Total Cost of Tasks 1-5: \$9,800

This scope of services makes the following assumptions:

- The proposed project will not involve federal, funding, permitting, and or approval
- The proposed project will not occur on federally owned or controlled lands
- The proposed project will not involve five or more acres of ground disturbance; 5,000 or more cubic yards of earth moving; occur in a historic district or other designated historic site; or affect a recorded archeological site.

*If any of the above assumptions are not met, Cultural Resource review and notification to the Texas Historical Commission would be required, and archeological survey and/or historic resources survey may be required. Those tasks would require an additional work authorization.

This scope of services does not include the following:

- Right-of-entry acquisition, organization, and coordination;
- coordination for easements on federal or state owned/controlled lands
- Phase I Environmental Site Assessments
- Section 404 permitting
- Section 7 Consultation with USFWS for impacts to federally-listed species
- presence/absence surveys for any federally listed species
- Cultural Resources review and survey, and coordination/consultation with the Texas Historical Commission.

Fee and Structure

Task 1: Environmental Constraints Report	Fixed Fee	4,200.00
Task 2: Jurisdictional Waters Assessment	Fixed Fee	1,400.00
Task 3: Federal Endangered Species Habitat Assessment	Fixed Fee	1,400.00
Task 4: Hazardous Materials Screen	Fixed Fee	1,800.00
Task 5: Project Management and Coordination	Fixed Fee	1,000.00
		<hr/>
		\$ 9,800.00

Terms and Conditions

PROFESSIONAL SERVICES AGREEMENT

This is an Agreement between aci environmental consulting, LLC with its principal office located at 1001 Mopac Circle, Austin, Texas 78746-6804 ("aci") and Cobb Fendley & Associates, Inc, 505 E Huntland Dr #100, Austin, Texas 78752 ("Client").

RECITALS

aci and Cobb Fendley & Associates wish to enter into an Agreement (Contract # 09-24-049) in which aci will furnish certain professional services ("Services") in connection with the SH-45 Wastewater Line Upsize project in Williamson County, Texas ("Project").

NOW, THEREFORE, in consideration of the mutual agreements set forth in the Agreement Documents, the parties agree as follows:

ARTICLE 1. SCOPE OF WORK

aci shall provide services, all materials, labor, and/or supplies for the tasks and shall carry out all obligations, duties and responsibilities imposed on aci by this Agreement (the "Work").

aci shall furnish to Client upon completion of the Work one legible copy each of all laboratory, field or other notes, log book pages, technical data, computations, designs and other instruments of service prepared under the terms of this Agreement.

aci agrees that its Scope of Work is exclusive to Client for this Project, and will not separately solicit or accept any assignment from Owner directly related to the Project during the term of the Agreement without Client's written approval.

aci will maintain files containing all deliverable documentation including calculations, assumptions, interpretations of regulations, sources of information, and other raw data required in the performance of this Agreement.

Client shall provide aci with existing plans, maps, studies, reports, field notes, and other data in its possession relative to the Project at no cost to aci; however, any and all such information shall remain the property of Client.

ARTICLE 2. AGREEMENT PRICE

Client shall pay to aci for the Work and aci shall accept as full compensation the lump sum amount of \$9,800.00 ("Agreement Price") as set forth in the attached Scope of Work.

ARTICLE 3. SCHEDULE

aci guarantees that it can and shall perform and complete the Work in accordance with the Scope of Services attached hereto. aci acknowledges that the timely performance of the Work is essential to the timely completion of the Project. aci shall commence Work upon written notice to proceed by Client.

ARTICLE 4. AGREEMENT DOCUMENTS

The Agreement Documents identified below comprise the entire agreement between Client and aci ("Agreement" or "Agreement Documents."): Agreement Documents: Agreement, Agreed Exceptions, Change Orders, applicable Field Purchase Orders, documents and data furnished by aci after the Effective Date that are approved and accepted in writing by Client.

ARTICLE 5. PERFORMANCE OF THE WORK

5.1 SCHEDULING THE WORK. aci shall begin performance of the Work when Notified by Client to proceed, and shall abide by each Schedule as established by Client. aci shall cooperate with Client in scheduling and performing aci's Work to avoid conflict, delay in or interference with the work of Client, other subcontractors, or Owner. aci shall coordinate its activities with Client and other subcontractors so as to promote the general progress of the entire Project.

5.2 TIMELINESS. aci shall perform the Work in a prompt, efficient, safe, and diligent manner.

5.3 SUBCONTRACTS. aci may subcontract any Work, or use a third party or broker to furnish any labor for the Work. aci shall be solely responsible for the engagement and management of its Subcontractors in the performance of the Work, for the performance of Work by its Subcontractors, and for all acts or omissions of Subcontractors.

5.4 SITE CONDITIONS. aci shall have the sole responsibility to satisfy itself concerning the nature and location of the Work, the Site, and the general and local conditions.

5.5 COMPLIANCE WITH LAWS. aci shall fully comply with all Laws applicable to aci and to the Work.

5.6 TAXES, PERMITS AND LICENSES. Except as otherwise provided in the Agreement Documents, aci shall obtain and pay for all required licenses, certificates, permits, fees, and inspections necessary to perform the Work. Except as otherwise provided herein, the Agreement Price includes all taxes, licenses, certificates, permits, inspections, and fees of every nature which may be imposed on aci or on the materials, labor, construction equipment, tools or other goods or services used or consumed in the performance of the Work or upon the transaction between Client and aci.

5.7 CHANGE ORDERS. "Change" shall mean an addition, deletion or revision in the Work. "Change Order" shall mean an agreement in writing entered into after the execution of this Agreement and pursuant to the Agreement Documents, signed by Client and aci, authorizing and approving a Change, adjustments in the Agreement Price or Schedule, adjustments in guarantees and warranties or in scheduling or other matters which change the Agreement.

A Change Order may be requested by either Client or aci in accordance with the terms of this Section. Agreement by both parties to any Change Order request shall constitute a final settlement of all matters arising out of or relating to the Change, including all direct and indirect costs related to such Change and all adjustments to the Agreement Price and Schedule. Except for Changes approved by Change Order, aci hereby waives all rights to and releases Client from, any claim of additional compensation or any extension of time to the Schedule and all other change to the Agreement Documents.

ARTICLE 6. PAYMENT

6.1 PAYMENT. Payment(s) will be made within 30 days of receipt of acceptable invoice for the rendition of services or as provided on an acceptable Field Purchase Order. You agree to pay, without further demand, the amount due on this monthly statement or invoice promptly upon receipt, which amount is due and payable at our office in Austin, Texas. After thirty days, unpaid balances accrue interest at the rate of 12% per annum, compounded monthly, but not at a rate higher than allowed by law. If you have any objection to any monthly statement or invoice, you agree to make that specific objection to us within twenty-one (21) days following the date of that monthly statement or invoice. If you do not make any objection to a monthly statement or invoice within this twenty-one (21) day period, you agree that you have received, accepted, and approved that monthly statement or invoice without objection.

In the event that Client fails to make a timely payment to aci, aci may, after ten (10) days written notice to Client cease performing any further Services for the Project. In the event that aci ceases to perform Services under this section, the schedule for completion shall not be suspended for the period of non-payment. Further, aci shall not be responsible for any damages, losses, costs or liabilities, including consequential damages resulting directly or indirectly from aci ceasing to perform Services under this section.

If aci withdraws from its representation of Client, Client will still be responsible for all fees and costs that aci has incurred on Client's behalf, advanced to Client, or billed to Client prior to the date of aci's withdrawal.

ARTICLE 7. MISCELLANEOUS PROVISIONS

7.1 INDEPENDENT CONTRACTOR. aci and its Subcontractors shall be independent contractors with respect to the Work, and neither aci nor its Subcontractors, nor any person employed by any of them shall be deemed to be Client's employees, servants, or agents in any respect. Nothing in this Agreement shall be construed as creating a joint venture or partnership between Client and aci.

7.2 PASSAGE OF TITLE. Title to the Work shall pass to Client at the time of payment; provided, however, that aci shall retain the copyrights to all work products created by aci.

7.3 ASSIGNMENT. aci may neither assign this Agreement, in whole or in part, nor any money payable under this Agreement without Client's prior written consent. Client reserves the right to assign this Agreement at any time at its sole discretion; provided, however, that Client's assignment of this Agreement will not release Client's obligations to pay aci for any fees under this Agreement.

7.4 NON-SOLICITATION. During the Term of this Agreement and for a one (1) year period after the date of expiration or termination of this Agreement, Client and its affiliates shall not directly or indirectly solicit or directly or indirectly employ or engage (as an employee, independent contractor or otherwise) any employee, contract employee or subcontractor of aci without the prior written consent of aci. For purposes of this section, the term "Affiliate" shall include any parent, subsidiary, or sister entities to Client, partnership or joint venture in which Client is part of, any successor-in-interest, any person holding more than a ten percent ownership interest in Client, or any other entity contracting with Client with respect to the Work. The term "Indirectly employ" shall include, but not be limited to, Client or its Affiliates contracting with, or receiving services from another provider working on the Work who employs or contracts with any person who was employed or contracted with aci within the previous year. This provision shall only apply to those employees, contract employees and subcontractors to aci who performed Services for, or had material contact with Client and its Affiliates, during the Term of this Agreement. The parties agree that this section should be liberally construed to protect the interests of aci. The parties further agree that damages may not adequately compensate aci for a breach of this section and that aci shall be entitled to injunctive relief and specific performance in addition to all other remedies available in law or equity.

7.5 GOVERNING LAW. This Agreement shall be governed by, and construed and enforced in accordance with, the laws in effect in the State of Texas.

7.6 SEVERABILITY. If any provision, or any part thereof, of this Agreement is found by any court or governmental agency of competent jurisdiction to be invalid or unenforceable for any reason whatsoever, such invalidity or unenforceability shall not affect the remainder of such provision or any other provision hereof which shall remain in full force and effect.

7.7 CLIENT REPRESENTATIONS. Client understands and agrees that aci will not be responsible for the result of any incomplete or inaccurate representations or information that Client makes to aci.

7.8 ATTORNEY'S FEES. If either party to this agreement fails to fulfill any of the terms of this agreement, the prevailing party in any litigation to recover for such failure will be entitled to all collection fees, costs, disbursements and reasonable attorneys' fees, in addition to the above fees and expenses due to aci for its representation of Client.

7.9 ENTIRE AGREEMENT AND MODIFICATION. This Agreement is the entire agreement of the parties relating the subject matter of this agreement and supersedes any prior understandings or written or oral agreements or representations between the parties regarding the subject matter of this agreement. The parties may not modify, discharge, or change this agreement in any respect except by a further agreement in writing that both parties sign. However, any consent, waiver, approval, or authorization shall be effective if the party granting or making such consent, waiver, approval, or authorization signs it.

7.10 USE OF CLIENT'S NAME. Client hereby authorizes aci to use Client's name for the purpose of providing a list of representative clients to prospective clients.

7.11 EFFECTIVE DATE. This Agreement shall become effective on the date that Client executes this Agreement and delivers the executed Agreement to aci.

If you find these terms and conditions acceptable, please sign both originals, return one to aci consulting, and keep one for your records.

Authorization and Acceptance

(Acknowledgement of Concurrence with the foregoing)

aci environmental consulting, LLC

Jeffrey Hall | Senior Project Manager

X



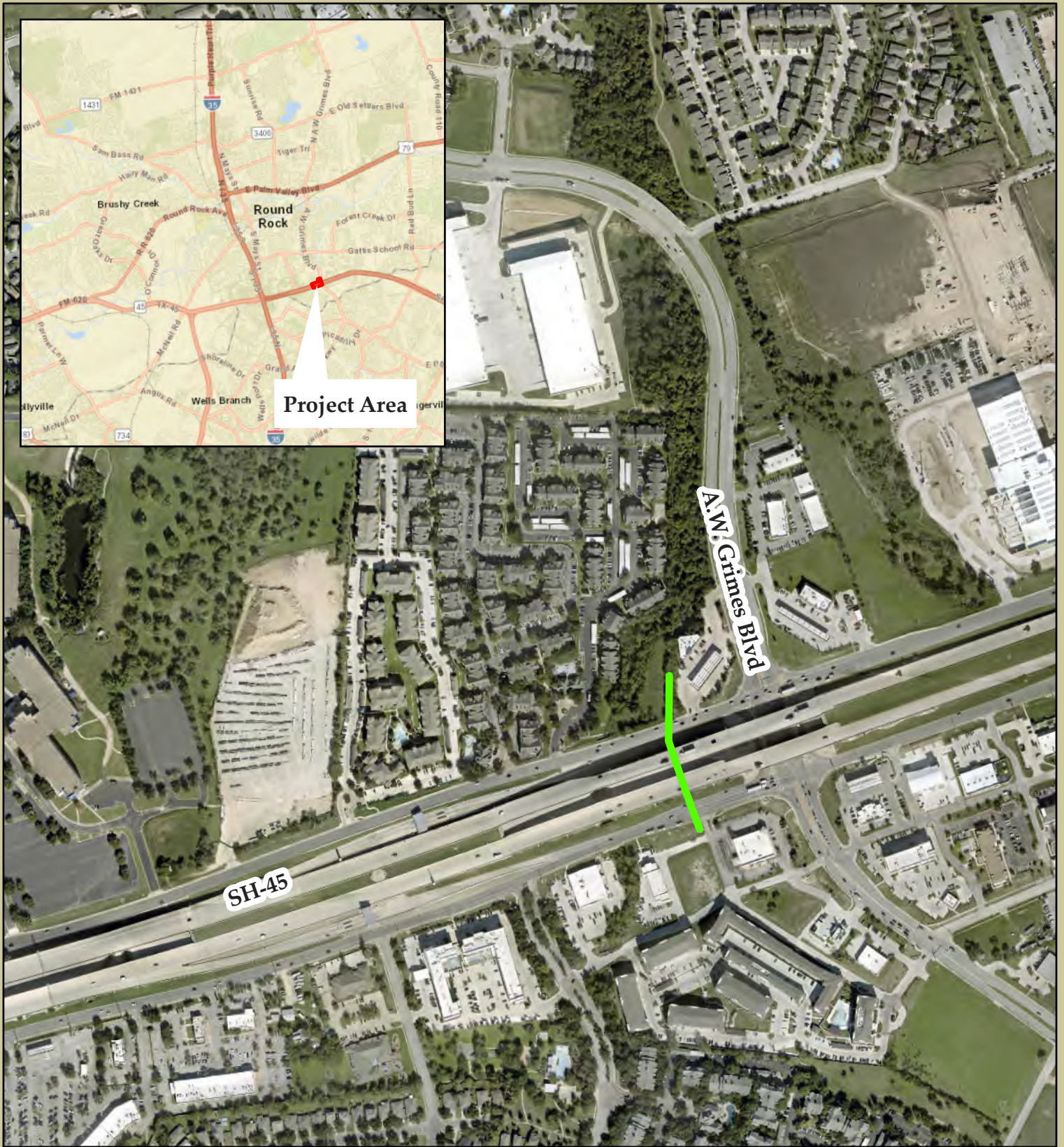
03-28-2024

Cobb, Fendley & Associates, Inc.

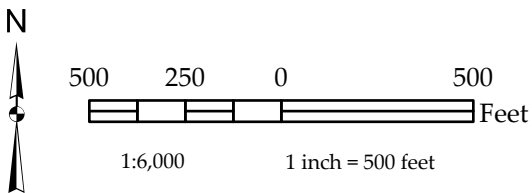
Amber Vandermeij | Municipal Senior Project Coordinator

X

Date



This map is intended for planning purposes only. All map data should be considered preliminary. All boundaries and designations are subject to confirmation.



 Proposed Project Alignment





13581 Pond Springs Road, Suite 210, Austin, Texas 78729 • Phone: (512) 428-5550 • Fax: (512) 428-5525

July 22, 2024
Arias Project No. 2024-169

VIA Email: KVanHoosier@cobbhendley.com

Ms. Kristen Van Hoosier, P.E.
Municipal Project Manager | Team Lead
Cobb Fendley
505 E. Huntland Drive, Suite 100
Austin, Texas 78752

RE: Proposal for Geotechnical Engineering Services
City of Round Rock SH-45 Wastewater Line Upsize
Round Rock, Texas

Dear Ms. Van Hoosier:

Arias & Associates, Inc. (Arias) is pleased to provide this proposal for geotechnical engineering services for the above-referenced project. Our understanding of the project is based on the information provided by you, including a map of the existing alignment and the requested field investigation. The following sections present our understanding of the project, proposed scope of services, fee compensation requirements, and schedule.

Project Information

The project consists of the replacement and upsize of approximately 650 linear feet of an existing 12-inch diameter wastewater line to 15-inch. The project alignment crosses State Highway 45 about 350 feet west from the intersection with A W Grimes Blvd in Round Rock, Texas. The proposed wastewater line is planned to be installed via jack and bore installation methods. The depth of the proposed wastewater line will be approximately 20-ft below existing grade.

If any of the above information is not correct, we should be notified immediately in order to revise our proposal and the depth of the planned borings as necessary.

Proposed Investigation

Based on published geologic and nearby project experience, the site is mapped as being underlain by Austin Group (Kau) formation. Based on our understanding of the planned construction, and from your request the drilling scope is presented in the following table:

Borings	Boring depth, ft	No. of Borings	Footage
Wastewater Line	50	2	100
Total			100

A preliminary boring location map is presented on attached Exhibit A. The borings along the alignment will be drilled using a truck-mounted rig in areas clear of brush, heavy vegetation, and underground and overhead utilities. Arias personnel will mark the boring locations and will notify Texas One-Call at least 72 hours prior to drilling. Arias requests Cobb Fendley to provide maps of existing utilities prior to our site mobilization. Arias will not be responsible for damaged utilities not informed to us.

Due to limited site constraints to drill rig access within the roadway, we anticipate borings will require traffic control with various setups that will be determined once a boring location plan has been finalized and the permitting process has begun. We will obtain an excavation permit in accordance with TxDOT and the City of Round Rock permit program, as appropriate. Any modifications to the standard traffic control plans are beyond the scope of this proposal and will be performed by others if required.

The borings will be advanced using augering and sampling techniques, using either push-tube sampling (ASTM D1587) or split barrel sampler while performing the Standard Penetration Test (ASTM D1586). Continuous core sampling of the rock stratum (ASTM D2113) will be performed where competent limestone is encountered.

Arias personnel will locate the borings, coordinate traffic control, direct the sampling efforts, visually classify recovered samples, and be present during drilling. Asphalt and base material thickness will be measured and reported for borings drilled through pavements. If groundwater is encountered, the groundwater levels within the open borehole will be recorded at the time of drilling and immediately following drilling. Each borehole will be backfilled with auger cuttings and bentonite. Borings drilled through pavements will be capped with at least 12 inches of sackrete and cold-patch asphalt to match existing surface elevation. No other site restoration measures, in addition to backfilling the boreholes, are included in this proposal.

We will obtain boring coordinates using a hand-held GPS device accurate to about 3 horizontal meters. Elevations will be provided by others, either by surveying or by estimation from project plan and profile drawings provided to us.

Laboratory testing will be performed on recovered samples selected by the geotechnical engineer to aid in soil classification and to measure engineering properties. Laboratory testing is expected to include moisture content, Atterberg limits, and fines content (percent passing the No. 200 sieve), unconfined compressive strength testing, and corrosion testing. The actual laboratory program will depend upon the type of soil and/or rock encountered.

A specialty laboratory testing is proposed by Balcones Geotechnical of soil/rock material within the trenchless installation. The specialty laboratory testing will include Slake Durability, Cherchar Abrasivity, Indirect Tensile, and Point Load testing. Specialty tests not performed by Arias will be sent to TRI Environmental, Inc. for testing.

Reporting

We will issue electronic copies of the Geotechnical Data Report (GDR) and Geotechnical Design Memorandum (GDM) prepared by a licensed professional engineer in the State of Texas. Specifically, the report will include the following:

Geotechnical Data Report (GDR):

- Description of the field exploration program;
- Description of the laboratory testing program and results;
- Soil boring plan that depicts borehole locations on a base map provided by Client;
- Profiles of soil borings along the alignment using plan and profile design information provided by others;
- Soil boring logs with soil classifications based on the Unified Soil Classification System (ASTM D 2487);
- Generalized site stratigraphy and engineering properties developed from field and laboratory data at the explored locations; and
- Depth where groundwater, if encountered, at the time of drilling and immediately after drilling.

Geotechnical Design Memorandum (GDM): The Geotechnical Design Memorandum will provide the following geotechnical recommendations.

- Bedding and backfilling recommendations for trenched excavations;
- Modulus of soil reaction, E' , for buried pipelines;
- Below grade wall recommendations include equivalent lateral earth pressures and sliding coefficients, and drainage provisions;
- General recommendations for construction; and
- General recommendations for groundwater control.

Arias will provide draft reports for review, comment, and requests for clarification, which will then be addressed in the final reports.

The scope of this proposal does not include a Geotechnical Baseline Report (GBR) for trenchless installations. The GBR will be provided by Balcones Geotechnical.

Please be advised that Arias & Associates, Inc. performs Construction Materials Engineering and Testing (CoMET) per project requirements. We will be pleased to provide a separate proposal for construction

materials testing at your request.

Proposed Fee

We propose that the fee to perform the above outline preliminary scope of services be a lump sum of **\$26,280.00**. Please note that for invoicing purposes the estimated quantities in the Geotechnical Cost Breakdown may vary (increase or decrease), depending on the actual level of effort needed to perform each item, but the lump sum fee will remain the same (**\$26,280.00**).

Should it be necessary to expand our services beyond those outlined in this proposal, we will notify the PM, send a supplemental proposal stating the additional services and fee, and will not proceed without written authorization. We will invoice only for the authorized services.

We will invoice for work completed on a monthly basis. This proposal is based on the following assumptions about site access:

- Boring locations will be clear and accessible to our truck-mounted drilling equipment. No clearing of vegetation (nor the corresponding permits and fees), trees, brush or debris is included in this proposal;
- We will be provided with existing maps of known utilities, and we will notify Texas 811 at least 72 hours prior to drilling;
- Right of Entry (ROE) to access the boring locations will be obtained by others prior to our mobilization;
- Boring locations will require traffic control;
- We will obtain a TxDOT and City of Round Rock permit, as appropriate, prior to drilling; and
- Drilling will commence during normal daytime working hours (8 am to 5 pm, Monday to Friday). If drilling hour limitations increase the number of days required for our field investigation, or if after hours or weekend drilling is required, we will need to discuss adjustments to our proposed fee.

Schedule

Upon receiving written authorization, and weather and site conditions permitting, we can initiate our field investigation within 1 to 2 weeks. Permit submittal and approval is expected to take 1 to 2 weeks. Drilling of the boreholes will take about one to two days. Laboratory testing will take 3 to 4 weeks. We anticipate submitting draft reports about 10 to 12 weeks following receipt of written authorization. We will keep you verbally informed of our findings as they become available.

Delays sometime occur due to adverse weather, utility clearance requirements, site clearing requirements for drill rig access, obtaining ROW permits to drill, obtaining right-of-entry, and other factors

outside of our control. In this event, we will communicate the nature of the delay with you and provide a revised schedule at the earliest possible date.

Proposal Acceptance

We understand that proposal authorization and contract terms will be established per Cobb Fendley's subcontract for Professional Services. We will begin work upon receipt of a signed copy of the subcontract. Please attach this proposal to the subcontract and email it to asioutis@ariasinc.com.

Should you have any questions, please do not hesitate to contact Alexandros Sioutis, P.E. on his direct line at (737) 220-014 or on his cell phone at (512) 698-5518. We appreciate the opportunity provided and look forward to becoming an integral part of the Project Team.

Sincerely,

ARIAS & ASSOCIATES, INC.

TBPE Registration No: F-32



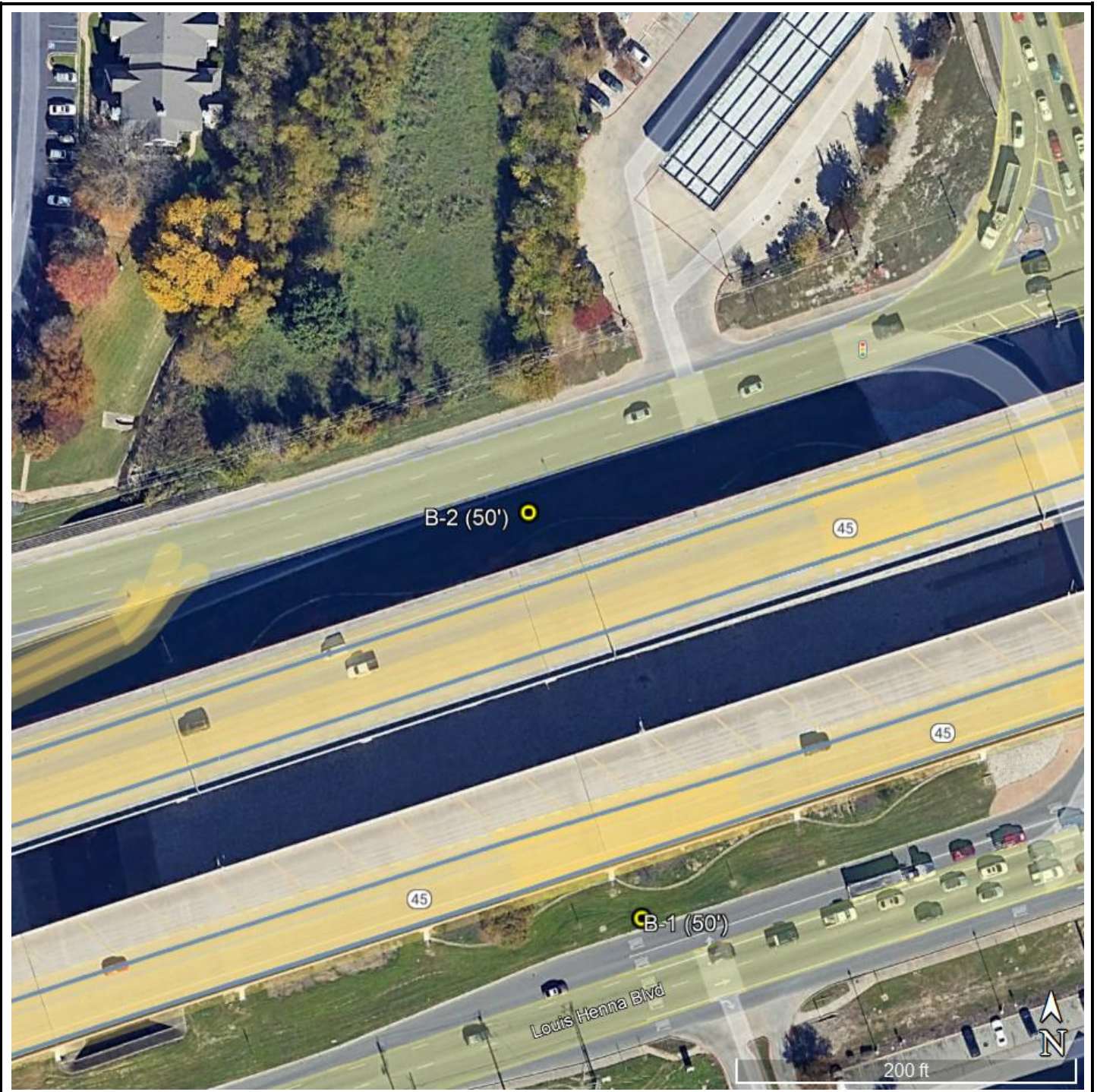
Alexandros Sioutis, P.E.
Geotechnical Department Manager



Tanvir Imtiaz, Ph.D., P.E.
Geotechnical Engineer

Attachments:

- Exhibit A – Boring Location Plan
- Exhibit B – Geotechnical Cost Breakdown



13581 Pond Springs Road, Suite 210, Austin, Texas 78729
 Phone: (512) 428-5550 • Fax: (512) 428-5525

BORING LOCATION PLAN

City of Round Rock SH-45
 Wastewater Line Upsize
 Round Rock, Texas

Date: July 22, 2024	Job No.: 2024-169
Drawn By: TI	Checked By: AS
Approved By: AS	Scale: N.T.S.

Exhibit A



Exhibit B - Geotechnical Cost Estimate
City of Round Rock SH-45 Wastewater Line Upsize
Round Rock, Texas

Task	Item Description	Est. Qty.	Unit	Unit Price	Est. Total Price
1 Field Exploration					
1.1 Planning and Coordination					
	Engineer in Training (One-Call, Drilling Plan)	8	hr	\$ 120.00	\$ 960.00
	Engineering Technician (Staking Borings)	10	hr	\$ 75.00	\$ 750.00
	Support Truck (Arias)	2	ea	\$ 55.00	\$ 110.00
	Engineer in Training (Excavation Permitting)	6	hr	\$ 120.00	\$ 720.00
	Geotechnical Department Manager	5	hr	\$ 175.00	\$ 875.00
	Principal Project Manager	3	hr	\$ 210.00	\$ 630.00
				1.1 Subtotal	\$ 4,045.00
1.2 Drilling and Sampling					
	Rig Mobilization, Truck-mounted Rig only	1	ea	\$ 650.00	\$ 650.00
	Air Compressor	2	day	\$ 250.00	\$ 500.00
	Soil Drilling - Up to 50 feet	20	ft	\$ 26.00	\$ 520.00
	Rock Coring - Up to 50 feet	80	ft	\$ 32.00	\$ 2,560.00
	Backfill Borings	100	ft	\$ 8.00	\$ 800.00
	Support Truck (Water Truck)	2	day	\$ 200.00	\$ 400.00
	Engineering Technician (Drilling Logger)	14	hr	\$ 75.00	\$ 1,050.00
	Support Truck (Arias - Logger)	2	ea	\$ 55.00	\$ 110.00
				1.2 Subtotal	\$ 6,590.00
1.3 Traffic Control					
	Traffic Control Services, Arrow Boards and Attenuator Trucks	1.5	ea	\$ 2,000.00	\$ 3,000.00
				1.3 Subtotal	\$ 3,000.00
				Field Exploration TOTAL:	\$ 13,635.00
2 Laboratory Soil Testing					
2.1 Arias Laboratory					
	Moisture Content	18	ea	\$ 15.00	\$ 270.00
	Atterberg Limits	8	ea	\$ 75.00	\$ 600.00
	Particle Gradation, Including No. 200 sieve	8	ea	\$ 75.00	\$ 600.00
	Unconfined Compressive Strength (soil)	10	ea	\$ 65.00	\$ 650.00
	pH, Chloride, Electrical Resistivity, Soluble Sulfate	2	ea	\$ 300.00	\$ 600.00
	Engineering in Training	1	hr	\$ 120.00	\$ 120.00
				2.1 Subtotal	\$ 2,840.00
2.2 Outside Laboratory					
	Indirect Tensile (ASTM D3967)	2	ea	\$ 75.00	\$ 150.00
	Slake Durability (ASTM D4644)	2	ea	\$ 200.00	\$ 400.00
	Point Load (ASTM D5731)	2	ea	\$ 75.00	\$ 150.00
	Cherchar Abrasivity Index (ASTM D7625)	2	ea	\$ 200.00	\$ 400.00
	Arias 5% Markup on Outside Services	5%	ls	\$ 1,100.00	\$ 55.00
	Engineering Technician (Drilling Logger)	2	hr	\$ 75.00	\$ 150.00
	Support Truck (Arias - Logger)	1	ea	\$ 55.00	\$ 55.00
				2.2 Subtotal	\$ 1,360.00
				Laboratory Testing TOTAL:	\$ 4,200.00
3 Engineering and Reporting					
3.1 Geotechnical Data Report (GDR)					
	Principal Project Manager	3	hr	\$ 210.00	\$ 630.00
	Geotechnical Department Manager	8	hr	\$ 175.00	\$ 1,400.00
	Engineer in Training I	15	hr	\$ 120.00	\$ 1,800.00
	Administrative Assistant I	5	hr	\$ 65.00	\$ 325.00
				3.1 Subtotal	\$ 4,155.00
3.2 Geotechnical Data Report (GDM)					
	Principal Project Manager	4	hr	\$ 210.00	\$ 840.00
	Geotechnical Department Manager	10	hr	\$ 175.00	\$ 1,750.00
	Engineer in Training I	12	hr	\$ 120.00	\$ 1,440.00
	Administrative Assistant I	4	hr	\$ 65.00	\$ 260.00
				3.2 Subtotal	\$ 4,290.00
				Engineering TOTAL:	\$ 8,445.00
Project Total					\$ 26,280.00



Ms. Kristen Van Hoosier, PE
Cobb, Fendley & Associates, Inc.
505 E. Huntland Drive, Suite 100
Austin, TX 78752

Project No. 0124-007
March 28, 2024

**Proposal for Geotechnical Baseline Report
SH45 Wastewater Line Crossing
Round Rock, Texas**

Balcones Geotechnical, LLC (Balcones) is pleased to prepare this proposal for a Geotechnical Baseline Report for the above-referenced project. Our understanding of the project is based on the information provided by you. We have received the site plan showing the proposed project alignment and discussed the project with you.

The project will consist of approximately 650 LF of new 15-inch diameter wastewater line to replace an existing 12-inch line. The installation will use trenchless methods beneath SH 45 and frontage roads, about 350 ft west of AW Grimes Blvd. The wastewater line will be about 20 ft below existing grade.

The geotechnical investigation and report for this project are being performed by Arias. We understand that Balcones has been requested to provide a Geotechnical Baseline Report (GBR) for this trenchless crossing beneath SH 45.

Engineering Baseline Report

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

1. A summary of site and subsurface conditions encountered in the Geotechnical Data Report (GDR) prepared by Arias.
2. Boring plan and subsurface profile using design files provided by others at the trenchless crossings;
3. Discussion of area geology, and subsurface information including stratigraphy and generalized subsurface conditions along the tunnel horizon, and depth to groundwater, if encountered;
4. Soil and rock strength and performance parameters expressed as baseline parameters;
5. Shaft excavation considerations;



6. Tunnel excavation considerations;
7. Groundwater control considerations; and
8. Recommendations for construction.

One electronic copy (PDF) will be submitted unless otherwise requested.

Cost Estimate

Based on the scope of work outlined herein, the lump sum fee is itemized on Attachment 1. The cost is based on the following:

1. Borings and laboratory testing will be performed by Arias.
2. We will be provided with CAD files of the trenchless crossings by the civil designer.
3. This proposed scope does not include preparation of design plans and/or specifications for the trenchless crossing. It does include engineering time associated with review and coordination of design plans and specifications for the trenchless crossing prepared by others.
4. The Geotechnical Baseline Report will be prepared in general accordance with the City of Austin, Utilities Criteria Manual, Section 2.9.5.

This lump sum fee may be exceeded if site conditions are significantly different than anticipated or changes in work are required or requested. However, the fee will not be exceeded without the client's prior authorization. This proposed scope does not include preparation of design plans and/or specifications for trenchless installations.

Schedule

The GBR can be prepared once drilling and lab testing (performed by Arias) are complete, and a draft Geotechnical Data Report (GDR) is submitted to Balcones. Once we receive the draft GDR (with completed lab data) and the CAD files provided by the civil designer, we can prepare the GBR in 2 to 4 weeks. We will coordinate with Arias during the field investigation and laboratory test assignment phases as the work progresses.

Terms and Conditions

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



If you find this proposal agreeable, we anticipate formal authorization will include issuance of a purchase order to authorize us to proceed. Please do not hesitate to contact us with any questions or comments.

Sincerely,

Balcones Geotechnical, LLC
TBPE Firm Reg. F-15624

Rebecca A. Russo, PE
Senior Geotechnical Engineer

Attachments:

Attachment 1 – Geotechnical Cost Breakdown
TC-01

Attachment 1 - Geotechnical Investigation Cost Breakdown
SH 45 Wastewater Line Crossing
Round Rock, TX

1. Field Investigation		Quantity	Unit	Rate	Balcones
	Field Coordination				
	Graduate Engineer	4	hr	\$95.00	\$380.00
	Project Manager (Russo)	4	hr	\$225.00	\$900.00
				Task 1 Subtotal	\$1,280.00
2. Laboratory Investigation		Quantity	Unit	Rate	
	Project Manager (Russo)	2	hr	\$225.00	\$450.00
	Graduate Engineer	2	hrs	\$95.00	\$190.00
				Task 2 Subtotal	\$640.00
3. Engineering and Reporting		Quantity	Unit	Rate	
3A	Geotechnical Baseline Report				
	Principal (Wooley)	6	hour	\$325.00	\$1,950.00
	Project Manager (Russo)	8	hour	\$225.00	\$1,800.00
	Senior Engineer	30	hour	\$175.00	\$5,250.00
	Graduate Engineer	8	hour	\$150.00	\$1,200.00
				Task 3B Subtotal	\$10,200.00
3A	Project Meetings, Plan and Specifications Review				
	Principal (Wooley)	4	hour	\$325.00	\$1,300.00
	Project Manager (Russo)	10	hour	\$225.00	\$2,250.00
				Task 3B Subtotal	\$3,550.00
				Task 3 Subtotal	\$13,750.00
				Total Estimated Cost	\$15,670.00

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

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

2. Standard of Care

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

3. Standard Procedures

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

4. Field Operations

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

5. Drill Cuttings and Fluids

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

6. Disposal of Samples

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

7. Compliance with Codes and Standards

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

8. Governing Law

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

9. Defects in Service

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

10. Termination

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

11. Indemnification

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

12. Hold Harmless

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

13. Limitation of Liability

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

14. Severability

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

15. Third Party Exclusion

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

16. Consequential Damages

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

17. Independent Consultant Status

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

18. Insurance

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

19. Payment

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

EXHIBIT C

Work Schedule

Attached Behind This Page

EXHIBIT D

Fee Schedule

Attached Behind This Page

EXHIBIT E

Certificates of Insurance

Attached Behind This Page

CERTIFICATE OF LIABILITY INSURANCE

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 any rights to the certificate holder in lieu of such endorsement(s).

Table with 2 main columns: PRODUCER (USI Southwest) and INSURED (Cobb, Fendley & Associates, Inc.). Includes contact information for Tami Melton and a list of insurers (Phoenix Insurance Company, Travelers Property Cas. Co. of America, Farmington Casualty Company, Endurance American Specialty Ins Co, Travelers Indemnity Company) with their NAIC numbers.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

Main table listing insurance coverages: A (Commercial General Liability), E (Automobile Liability), B (Umbrella Liability), C (Workers Compensation and Employers' Liability), and D (Professional Liability). Each row includes policy number, effective/expiration dates, and specific limits.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The General Liability and Automobile Liability policies include an automatic Additional Insured endorsement that provides Additional Insured status to the Certificate holder, only when there is a written contract or written agreement between the named insured and the certificate holder that requires such status, and only with regard to work performed on behalf of the named insured (GL: CGD2460419 ; AL: CAT4740216).
(See Attached Descriptions)

Table with 2 columns: CERTIFICATE HOLDER (City of Round Rock) and CANCELLATION (Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. Includes authorized representative signature).

DESCRIPTIONS (Continued from Page 1)

The General, Automobile, and Umbrella Liability policies contain a special endorsement with "Primary and Noncontributory" wording (GL: CGD8840420; AL: CAT4740216 ; UL: EU0001 7/16).

The General Liability, Automobile, Workers Compensation, and Professional Liability policies provide a Blanket Waiver of Subrogation when required by written contract (GL: CG24041219 ; AL: CA04441013 ; WC: WC00031300).

The General Liability, Automobile, Workers Compensation, Umbrella Liability, and Professional Liability policies include an endorsement providing that 30 days notice of cancellation for reasons other than non-payment of premium and 10 days notice of cancellation for nonpayment of premium will be given to the Certificate Holder by the Insurance Carrier.

The Umbrella Liability policy contains Excess Follows Form (EU0001 7/16). The Umbrella policy sits over the General, Auto, and Employers Liability coverages.

RE: SH 45 Wastewater Line Upsize

City of Round Rock is included as additional insured on the general liability and auto liability policies when required by written contract.