



**EXHIBIT
"A"**

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

FIRM: CDM SMITH INC. ("Engineer")
ADDRESS: 9430 Research Boulevard, Suite 2-100, Austin, TX 78759
PROJECT: Chandler Road 36-inch Water Transmission Main

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

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THIS CONTRACT FOR ENGINEERING SERVICES ("Contract") is made and entered into on this the ____ day of _____, 2022 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 Nine Hundred Ninety-Six Thousand Seven Hundred Seventy and No/100 Dollars, (\$996,770.00). Engineer shall prepare and submit to City monthly progress reports in sufficient detail to support the progress of the work and to support invoices requesting monthly payment. Any preferred format of City for such monthly progress reports shall be identified in Exhibit B entitled "Engineering Services." Satisfactory progress of work shall be an absolute condition of payment.

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

ARTICLE 5 **METHOD OF PAYMENT**

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

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

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

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

ARTICLE 6
PROMPT PAYMENT POLICY

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

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

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

ARTICLE 7
NOTICE TO PROCEED

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

ARTICLE 8
PROJECT TEAM

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

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

Fax Number N/A

Email Address cperkins@roundrocktexas.gov

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:

Monica Stiggens

Project Manager

9430 Research Boulevard, Suite 2-100

Austin, TX 78759

Telephone Number (512) 346-1100

Fax Number N/A

Email Address stiggensml@cdmsmith.com

ARTICLE 9

PROGRESS EVALUATION

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

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

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

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

ARTICLE 10

SUSPENSION

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

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

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

ARTICLE 11

ADDITIONAL ENGINEERING SERVICES

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

ARTICLE 12

CHANGES IN ENGINEERING SERVICES

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

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

ARTICLE 13
SUPPLEMENTAL CONTRACTS

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

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

ARTICLE 14
USE OF DOCUMENTS

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

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

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

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

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

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

ARTICLE 15

PERSONNEL, EQUIPMENT AND MATERIAL

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

ARTICLE 16

SUBCONTRACTING

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

ARTICLE 17
EVALUATION OF ENGINEERING SERVICES

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

ARTICLE 18
SUBMISSION OF REPORTS

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

ARTICLE 19
VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

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

ARTICLE 20
TERMINATION

This Contract may be terminated as set forth below.

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

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

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

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

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

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

ARTICLE 21

COMPLIANCE WITH LAWS

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

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

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

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

against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. The signatory executing this Contract on behalf of the Engineer verifies Engineer does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and it will not discriminate during the term of this Contract against any firearm entity or firearm trade association.

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

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

ARTICLE 22

INDEMNIFICATION

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

ARTICLE 23

ENGINEER'S RESPONSIBILITIES

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

ARTICLE 24
ENGINEER'S SEAL

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

ARTICLE 25
NON-COLLUSION, FINANCIAL INTEREST PROHIBITED

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

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

ARTICLE 26
INSURANCE

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

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

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

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

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

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

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

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

ARTICLE 27 **COPYRIGHTS**

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

ARTICLE 28 **SUCCESSORS AND ASSIGNS**

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

ARTICLE 29 **SEVERABILITY**

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

ARTICLE 30
PRIOR AGREEMENTS SUPERSEDED

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

ARTICLE 31
ENGINEER'S ACCOUNTING RECORDS

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

ARTICLE 32
NOTICES

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

City:

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

and to:

Stephan L. Sheets
City Attorney
309 East Main Street
Round Rock, TX 78664

Engineer:

Monica Stiggins
Project Manager
9430 Research Boulevard, Suite 2-100
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

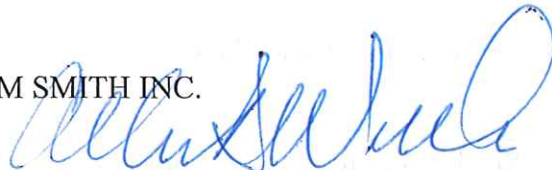
The undersigned signatory for Engineer hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Contract and that he/she has full and complete authority to enter into this Contract on behalf of the firm. The above-stated representations and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

CDM SMITH INC.

By:


Signature of Principal

Printed Name:

Allen D. Woelke

CITY OF ROUND ROCK, TEXAS

APPROVED AS TO FORM:

By: _____
Craig Morgan, Mayor

Stephan L. Sheets, 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 will furnish to the Engineer the following items/information/services:

1. Designate a person to act as City's representative with respect to the services to be performed or furnished by the Engineer. This representation will have authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to Engineer's services.
2. Provide all criteria and full information as to City's requirements for the project, including objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and furnish copies of all design and construction standards which the City will require to be included in the Project Drawings and Specifications.
3. Assist Engineer by placing all available information pertinent to the Project, including previous reports and any other data relative to the design or construction of the Project at the Engineer's disposal.
4. Furnish to Engineer, as requested for performance of basic services or as required by the Contract Documents, the following.
 - a. Provide all data available pertaining to the distribution system including, at a minimum, pipe diameter, pipe roughness, pipe length, pipe connectivity, location of PRVs, billing data, set points for pump and tank operations and fire hydrant test data. If pipe material and age are available, they will also be provided. This data will be provided in GIS format if possible.
 - b. Data prepared by or services of others, including without limitation explorations and tests of subsurface conditions at or contiguous to the site, drawings of physical conditions in or relating to existing surface of subsurface structures at or contiguous to the site, if any;
 - c. The services of an independent testing laboratory to perform all inspections, test and approvals of samples, materials and equipment;
 - d. Environmental assessments, audits, investigations and impact statements, and other relevant environmental or cultural studies as to the Project, the site and adjacent areas, if any;
 - e. Arrange for access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under this Agreement;

- f. Review of all alternate solutions, studies, reports, sketches, proposals and other documents presented by Engineer
- g. Provide such accounting, bond and financial advisory, independent cost estimating and insurance counseling services and such legal services as City may require or Engineer may reasonably request with regard to legal issues pertaining to the Project;
- h. Provide labor and safety equipment to open electrical/instrumentation cabinets, open and protect manholes and/or to operate valves and hydrants as required by the Engineer; and
- i. Give prompt notice to Engineer whenever City observes or otherwise becomes aware of any development that affects the scope or time of performance or furnishing of Engineer's services, or any defect or nonconformance in Engineer's services in the work of any Contractor.

EXHIBIT B

Engineering Services

Project: Chandler Road 36-inch Water Transmission Main. The City of Round Rock (OWNER) and City of Georgetown require a water transmission main to move water from Circleville to SH 130 in Williamson County, Texas. The overall transmission main alignment transfers finished water from the future Circleville WTP to future storage tanks at SH 130. Proposed 18,640 linear foot 36-inch water main alignment along Chandler Road in the road right-of-way (ROW) from FM-1660 to SH-130.

Project Assumptions

In developing the scope of work and associated task budgets discussed in this proposal, ENGINEER has made the assumptions outlined below:

- ENGINEER will use OWNER's front end Contract Specifications.
- ENGINEER will use ENGINEER's 6-Digit, 50 division format (CSI MasterFormat) general requirements and technical specifications as tailored to specific needs for the PROJECT.
- OWNER will secure Right-of-Entry from property owner(s) so ENGINEER and subcontractors can perform the Scope of Work.
- Filed or recorded easements for the pipeline alignment will be made available to the ENGINEER by Others.
- Construction Contractor will provide traffic control plan during construction phase.
- Schedule is based on a 10 - working day review period by OWNER for each submittal (30%, 60% and 90%).

Refer to the additional assumptions as delineated by task in the detailed scope herein.

Task 1 – Project Set-up and Administration (through Design and Bid Services)

As part of project planning and set-up, ENGINEER will develop a project management and quality plan outlining the project goals and objectives, scope of work, communications protocols, and quality review plan. A kick-off meeting will be held with OWNER to confirm key elements of the project management and quality plan, project scope objectives, baseline schedule, and initial technical items. Throughout project execution, ENGINEER will conduct monitoring and control activities to track project progress and develop monthly invoices for submittal to OWNER.

Task 1 Deliverables:

- Project Management Plan (includes Quality Control and Communication's Plan)
- Project Kick-off Meeting (Project Meeting No. 1)
- Project Kick-off Meeting Agenda and Summary (.pdf format)
- Monthly Invoices

Task 2 – Detailed Design

Subtask 2.1: ENGINEER will perform the following:

- TCEQ/Regulatory Coordination (included in Special Services)
- Topographic Surveying (included in Special Services)
- Geotechnical Borings and Report (included in Special Services)
- Hydraulic Evaluation (included in Special Services)
- Pipeline Corrosion Evaluation (included in Special Services)
- Environmental Site Assessment (included in Special Services)
- Subsurface Utility Engineering (included in Special Services)
- Geotechnical Baseline Report
- Develop 30%, 60%, 90%, and Final (100%) level of completeness drawings and specifications with an updated Opinion of Probable Construction Costs (OPCC) at the 30%, 60%, and 90% submittals for OWNER review and comment. The 30% submittal will include preliminary engineering drawings only.

Subtask 2.2: ENGINEER will address OWNER comments for the Final design submittal and develop the bid ready drawings and specifications for advertisement of the PROJECT.

The preliminary drawing list is shown in the following table for the proposed 36-in Transmission Main project.

| Sheet | Drawing # | # Sheets | Title |
|-------|--------------------|----------|---|
| 1 | G-1 | 1 | Cover Sheet |
| 2 | G-2 | 1 | Sheet Index |
| 3 | G-3 | 1 | Legend |
| 4 | G-4 | 1 | General Notes Sheet 1 of 2 |
| 5 | G-5 | 1 | General Notes Sheet 2 of 2 |
| 6 | G-6 | 1 | Sheet Layout Index I |
| 7 | G-7 | 1 | Sheet Layout Index II |
| 8 | G-8 | 1 | Sheet Layout Index III |
| 9-46 | PP-1 through PP-37 | 38 | Plan & Profile Sheets Station 00+00 to 188+00 |
| 47-56 | CZ-1 – CZ-10 | 10 | Civil Details I-V |

Prior to submitting the 30% drawings and 60% drawings and specifications to OWNER, ENGINEER will conduct an internal QC review of the drawings and specifications based on ENGINEER'S guidelines and procedures that have been established to assure the application of industry design practices. ENGINEER will conduct a submittal review workshop at the OWNER office. Review comments will be compiled in a comments log.

Upon receipt of 60% review comments from OWNER, ENGINEER will address comments and develop the 90% complete drawings and specifications for review. ENGINEER will conduct a QC check and provide responses to 90% design submittal review comments using the comments log. The Final design submittal and comments log will be submitted to OWNER and ENGINEER will conduct a final review at the OWNER office.

Task 2 Deliverables:

- **30% Deliverable.** Electronically submitted in .pdf format of 30% design drawing submittal and Class 4 OPCC.
- **60% Deliverable.** Electronically submitted in .pdf format of 60% design drawings and specifications with comments log (30% review comments and responses), Geotechnical Baseline Report and Class 3 OPCC.
- **90% Deliverable.** Electronically submitted in .pdf format of 90% design drawings and specifications with comments log (60% review comments and responses) and Class 2 OPCC.
- **100% Deliverable.** Electronically submitted in .pdf format of 100% design drawings and specifications with comments log (90% review comments and responses)
- **TCEQ Submittal.** Submittal to TCEQ
- **Bid Ready Documents.** Electronically submitted in .pdf format of Final bid ready documents.

TASK 3: Bidding Phase

Subtask 3.1: Pre-Bid Conference. ENGINEER will attend and participate in one (1) pre-bid conference. ENGINEER will prepare the agenda, lead the meeting, and provide a meeting summary.

Deliverables: Pre-bid conference with agenda and summary (.pdf format)

Subtask 3.2: Respond to Bidder Inquiries. ENGINEER will respond to bidder inquiries and manage distribution of the inquiries and responses to the bidders.

Deliverables: Response to bidder inquiries

Subtask 3.3: Develop Addenda. ENGINEER will develop addenda to address bidder inquiries and design drawing and specification clarifications. It is assumed ENGINEER will develop up to three (3) addenda.

Deliverables: Addenda

Subtask 3.4: Review and Evaluate Bids. ENGINEER will assist with the review and evaluation of bids. ENGINEER will develop bid tabs, review submitted contractor qualifications, bid values, overall compliance with requirements, and generate a summary for review as well as the recommendation for award. ENGINEER will provide a brief written summary of its review of the bid values.

Deliverables: Bid Review and Evaluation Summary

Subtask 3.5: Conformed Documents Preparation and Distribution. ENGINEER will update the drawings and specifications to incorporate addenda items and distribute conforming copies of the construction contract documents. These services will include review of contractor's bonds, furnishing the Contractor unsigned construction contract documents, and transmitting the construction contract documents to OWNER for signature and distribution.

Task 3 Deliverables:

- One (1) electronic version,
- Four (4) hard copies of half-size conformed drawings,
- Two (2) hard copies of full-size conformed drawings,
- Six (6) hard copies of the conformed specifications.

Task 4: Engineering Services during Construction (ESDC)

ENGINEER will provide construction phase support service, which will primarily consist of Engineering Services During Construction (ESDC), including submittal and RFI review, attending construction meetings, site visits, and preparing record drawings. ENGINEER's level of effort is based on support for a single construction contract for the Chandler Road 36-inch Water Transmission Main project based on the list of the assumed number of work items shown in the following table and an estimated level of effort per work item. The construction phase is assumed to be for a continuous period of twelve (12) months.

ESDC Work Item Assumptions

| Work Items | Quantity |
|--|------------------------------------|
| Meetings and Site Visits | 12 progress mtgs 10 site visits |
| Submittal Review | 40 (30 initial + 10 resubmittals) |
| RFI Review | 15 |
| Change Order Request Reviews | 8 |
| Record Drawings | Full Set |
| Substantial/Final Walk-Through Site Visits | 2 |

Subtask 4.1: Construction Meetings and Site Visits. ENGINEER will attend kickoff and monthly construction progress meetings (12 meetings) with OWNER, and Contractor for the Chandler Road 36-inch Water Transmission Main project. ENGINEER will provide one (1) person per meeting over the construction period for the project. ENGINEER will provide meeting minutes following each progress meeting. ENGINEER will also perform up to ten (10) site visits by one (1) person to observe the progress and quality of various aspects of the construction contractors' work for the project, facilitate construction coordination, and participate in substantial completion and final completion inspections. It is assumed that these meetings will last one – two hours each.

Subtask 4.2: Contractor Pay Application Review. ENGINEER will review and approve the Contractor's pay application with respect to the scope, schedule and work performed.

Subtask 4.3: Submittal Review. For technical submittals, ENGINEER will log-in, track, and distribute submittals to the various disciplines. ENGINEER will perform a technical and functional review of shop drawings and other submittals as indicated in the table above. ENGINEER will provide a copy of the submittal log at the construction progress meeting.

Subtask 4.4: RFI Review. ENGINEER will log, track, review and respond to technical RFIs submitted by the contractor and subcontractors, as indicated in the table above. ENGINEER will provide a copy of the RFI log at the construction progress meeting.

Subtask 4.5: Change Order Review. ENGINEER will log, track, review and comment on Change Order requests and initiate up to eight (8) Change Order requests when appropriate, as indicated in the table above.

Subtask 4.6: Record Drawings. ENGINEER will prepare Record Drawings for the combined drawing set for the Chandler Road 36-inch Water Transmission Main project based on the Contractor's red-line markups of the construction contractor's conformed field plans. The Record Drawings will be produced with AutoCAD. The Record Drawings will be delivered to the OWNER in electronic (.pdf format) and hard copy format.

Subtask 4.7: Substantial and Final Walk-Through Site Visits. ENGINEER will perform substantial completion site visit and prepare a Substantial Completion Checklist. Upon notification from City that Substantial Completion Checklist items have been addressed, ENGINEER will visit the site to confirm Checklist is complete. Assume up to 6 hours per site visit.

Task 4 – Deliverables

- Submittal review responses
- RFI responses
- Written reviews of change order requests
- Record Drawings; electronic (.pdf format, AutoCAD files, and GIS Shapefiles of line)
- Substantial Completion Checklist

TASK 5: SPECIAL SERVICES

The following special services shall be performed to support the design phase of the project:

Subtask 5.1: TCEQ/Regulatory Coordination. ENGINEER will communicate with the TCEQ regarding implementation of the PROJECT. The Final Design documents will be submitted to TCEQ for their information.

TCEQ/Regulatory Coordination Deliverables: Summary of TCEQ correspondence

Subtask 5.2: Survey. ENGINEER will subcontract with a local surveyor to complete a site topographic survey for use in completing the design. The topographic survey will capture the area within the 36-in transmission main existing 50-foot-wide permanent easement. Additional aspects of this task include:

- Utility coordination. Prior to commencing any topographic fieldwork, surveyor will coordinate with collect and review available public and private utility records within the project limits. The surveyor will submit a utility locate request for the project limits to Texas 811.
- Topographic survey shall be performed at the site and in areas along the route of the proposed 36-in transmission main. Survey will include cross-sections at 100-foot intervals and extend approximately 20-feet beyond the existing 50-foot-wide easement.
- Topographic Map or Survey will show both the natural and man-made features for the area. The following survey data will be obtained and applied in the development of the topographic drawing required. Data will be collected at 100-foot station intervals locating grade breaks in between for the said approximate 18,600 feet.
- Survey shall locate and tie in existing visible above-ground structures, utilities, pavement, wetlands, water features, points of access, fences, within the area discussed for design. Existing depth and elevations of water, wastewater, and storm sewer mains, within the area. Existing manhole inverts and rim elevations. All curb lines, driveways, fences, ditches, sidewalks, and other above ground features will be located. Natural ground elevations at cross-sections along the limits defined for topography and all grade breaks will be surveyed. Spot elevations as required to facilitate the generation of one-foot contours will be collected.
- Horizontal and vertical datum will be the North American Datum of 1983 (NAD83) and North American Vertical Datum of 1988 (NAVD88), respectively. SURVEYOR will provide coordinates and a control map of all points X, Y (horizontal), to the nearest 0.05 foot and Z (vertical or elevation) to the nearest 0.10 foot for all surfaces. Benchmarks will be set along the proposed corridor for future

- construction staking purposes and included with control map.
- It is assumed all work related to the PROJECT will be completed within existing OWNER easements.

Survey Deliverables: CAD file of topographic survey including existing easements and property boundaries associated with the proposed 36-in transmission main location and alignment

Subtask 5.3: Geotechnical Investigation. ENGINEER will subcontract with a geotechnical firm to complete soil bores at select locations. If the borings are drilled in native material, the borings will be backfilled using cuttings and bentonite chips. Bores will be obtained in conjunction with completing the 60% level design. Bores will generally be located in the area of the existing pipeline and boring locations will be adjusted as needed to facilitate access and to avoid existing utilities. Laboratory tests will be performed on select samples as needed to define certain engineering properties for design purposes. The actual quantity and type of tests will be controlled by the materials encountered, but typically would include the following, as directed by ENGINEER's geotechnical engineer:

- Moisture Content
- Unit Dry Weight
- Atterberg Limits
- Grain Size Analysis
- Cherchar Rock Hardness Value
- Unconfined Compressive Strength (Uc)

Geotechnical Subconsultant will compile the field and laboratory data in a report (i.e., Geotechnical Data Report) and submit to ENGINEER's geotechnical engineer for review and approval.

Geotechnical Investigation Deliverables:

- Boring Plan for up to twenty-five (25) borings
- Certified Laboratory Report Copies
- Geotechnical Data Report
- Draft and Final Geotechnical Report

Subtask 5.4: Transient Pipe Analysis – ENGINEER will subcontract with a hydraulic engineering firm to complete a comprehensive hydraulic transient (surge) analysis for the proposed 3.53 mile long and 36-in diameter potable water transmission along Chandler Road between SH 130 and FM 1660. The analysis will be undertaken during the detailed design stage and after the vertical profile for the transmission main has been set. The surge analysis will be completed via Bentley's HAMMER software package, which is based on the industry adopted/accepted method of characteristics (MOC) algorithm. A transient (surge) model would be created using a combination of existing steady-state models (e.g., from Round Rock, Georgetown, etc.), as-built drawings for the hydraulically connected transmission mains, and the design drawings for the proposed transmission main.

The primary objective of the surge analysis will be to determine the risks of surge for the proposed transmission main, and to recommend the locations and sizes of air valves for surge protection along the proposed transmission main. The results and recommendations from the surge analysis will be summarized in a draft technical memorandum, and the report will be converted from draft to final following a review by CDM Smith and/or the owner.

Assumptions

- Scope does not include any significant steady-state model updates or development.

- Scope does not include any field work or model calibration.
- Scope does not include analysis updates due to design changes, and the analysis will be undertaken at one stage of design only.
- Scope does not include the consideration of any future transmission main additions or connections, or for the detailed review of the existing surge protection at key facilities.

Subtask 5.5: Corrosion Engineering Services – ENGINEER will subcontract with a corrosion engineering firm to evaluate site conditions that could contribute to pipeline corrosion and provide recommendations for mitigation.

5.5a Corrosion Evaluation. The corrosion evaluation will include in-situ soil resistivity testing, soil analysis, foreign utility investigation, stray current investigation, and a soil corrosivity report. The corrosivity report will determine if cathodic protection is recommended.

5.5b Design, Bidding and Engineering Services during Construction. If the corrosivity report determines that cathodic protection is recommended, the corrosion engineering subconsultant will provide cathodic protection design plans and specifications for 60%, 90% and 100% design submittals. Work will also include bidding assistance, submittal and RFI review, and final system verification.

Subtask 5.6: Special Environmental Investigations and Permitting – Archaeological and Cultural Resources, Endangered Species, and Clean Water Act. ENGINEER will subcontract with a specialized environmental, cultural, and regulatory services firm (Environmental Subconsultant) to perform the following special environmental reviews and investigations and permitting services.

5.6a: Environmental Constraints Report

Environmental Subconsultant will prepare an environmental constraints report to present the results of the desktop and field reconnaissance review of the Chandler Road 36-inch Water Main (project area). The findings from 5.6b – 5.6e will also be presented in a stand-alone report. Task 404.1 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.

5.6b: Jurisdictional Waters Assessment

Environmental Subconsultant will conduct a jurisdictional waters of the United States (U.S.) assessment, based on the Environmental Protection Agency's (EPA) and U.S. Army Corps of Engineers' (USACE) Rapanos guidance, within the approximately 100-foot right-of-way (ROW) for the project area. The purpose of this assessment is to identify the location and extent of potential waters of the U.S. in accordance with Section 404 of the Clean Water Act (CWA). Environmental Subconsultant 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 project area.

5.6c: Federal Endangered Species Habitat Assessment

Environmental Subconsultant will perform an assessment of federally protected endangered and threatened species along the project alignment. A visual inspection of habitat within and immediately adjacent to the alignment ROW will be performed for listed species. All potential habitat along the proposed project area will be identified and provided in Task 304.1.

Note: According to the terms and conditions of Environmental Subconsultant's Endangered Species

Permit issued by U.S. Fish and Wildlife Service (USFWS), the findings of the habitat assessment for golden-cheeked warbler must be reported to USFWS directly by Environmental Subconsultant following assessment completion unless Environmental Subconsultant notifies the ENGINEER or OWNER of the upcoming spring survey season when a presence/absence survey may be conducted.

5.6d: Cultural Resources Investigation

5.6d.1: Scope of Work and Survey Coordination

Environmental Subconsultant will develop the scope of work (SOW) for the cultural resources survey including the requisite research design in accordance with the level of effort required by the Texas Historical Commission (THC) and Council of Texas Archaeologists (CTA). This task also includes background research at THC, the Texas Archeological Research Laboratory (TARL), and preliminary archival file searches.

5.6d.2: Cultural Resources Survey

Pedestrian survey and shovel testing of the area of potential effects (APE) will be conducted in accordance with the current minimum survey standards established by the THC and CTA. This task includes standard recording of newly discovered archeological resources and delineation of those resources in the APE. According to the soils data in the APE, backhoe trenching to determine the presence of deeply buried cultural deposits should not be necessary due to the lack of Holocene alluvium within the APE.

5.6d.3: Data Analysis and Report Preparation

This task will involve the analysis of the data collected from the field work and the production of a draft report. A draft and final report will be submitted to the client, and the THC as part of the deliverables. This will be a non-collection survey, so no artifacts will be collected as part of this effort and therefore, artifacts will not require curation.

5.6e: Hazardous Materials Screen

Environmental subconsultant will conduct the field work and prepare a Phase I ESA report in accordance with American Society for Testing Materials (ASTM) Standards 1527 – 13 and All Appropriate Inquiry (AAI). The purpose of this report is to identify the potential presence and negative impacts of hazardous materials in association with project alignment.

Subtask 5.6e 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.
- Full Phase I Environmental Site Assessments for individual parcels within the project area;
- Section 404 permitting (if necessary);
- Section 7 Consultation with USFWS for impacts to federally-listed species (if necessary);
- Presence/absence surveys for any federally listed species (such as golden-cheeked warbler, endangered karst invertebrates, Georgetown salamander, freshwater mussel species);
- Mechanical Backhoe Trenching;
- Phase II archeological testing and/or Phase III data recovery (in cases where impacts from the project are unavoidable and potentially significant archeological deposits are present); or
- The archeological recovery of any human burials, should they be discovered during the field survey.

Subtask 5.7 – Subsurface Utility Engineering

ENGINEER will subcontract with a local subsurface utility engineering (SUE) consultant to complete a determine subsurface utility conflicts for use in completing the design. The SUE will capture the elevation and location of existing utility conflicts in the proposed pipeline alignment. SUE Subconsultant will incorporate data directly into the survey file. ENGINEER will provide AutoCAD file of the survey. The utility investigation includes the following;

- 5.7a: Existing Utility Record information research (ASCE QL “D”).
- 5.7b: Site inspection and survey of visible utility appurtenances, tied to project control (ASCE QL “C”).
- 5.7c: Surface geophysical search and sweeps to identify, detect and document the horizontal alignment of existing utilities within the agreed limits of Investigation (LOI) (Utility Designating intended to achieve ASCE QL “B”).
- 5.7d: Minimally intrusive, vacuum excavation of Test Holes, at specified locations where detected utilities are in potential conflict with critical project design elements (Utility Locating, ASCE QL “A”). Scope includes up to four (4) excavations of Test Holes.
- 5.7e: Signed and sealed plans test hole data sheets documenting the results of the utility investigation.

EXHIBIT C

Work Schedule

ENGINEER will provide the basic preliminary engineering, design, bidding, general services during construction, and special services described above in Tasks 1 through 5 per the schedule below.

Task 1 – Project Set up and Administration - Concurrent with Design, Bidding and Construction Tasks

Task 2 - Preliminary and Final Design Engineering Services

| | |
|------------------|--|
| 30% Deliverable | 212 days following Notice to Proceed |
| 60% Deliverable | 91 days following 30% Deliverable Review |
| 90% Deliverable | 65 days following 60% Deliverable Review |
| 100% Deliverable | 30 days following 90% Deliverable Review |

Task 3 - Bidding Phase 90 days following Completion of Final Design

Task 4 - ESDC 365 days following Bid Phase

Task 5 - Special Services Concurrent with Design Tasks

EXHIBIT D

Fee Schedule

ENGINEER will provide the basic services described above in Tasks 1 through Task 5 for a not to exceed amount of **\$996,770**. An estimate of hours and cost by task is provided below. Invoices will be prepared based on the Billing Rate Schedule provided below and other direct charges and outside professionals passed through at ENGINEER's cost-plus five percent. ENGINEER will prepare invoices monthly based on hours by personnel category and billing rate in each of the tasks listed below. The hours and costs by task are an estimate and hours and cost by task may vary from the values provided below.

FEE SCHEDULE FOR BASIC AND SPECIAL SERVICES

The not-to-exceed fee schedule to perform Basic Services and Special Services as described in this scope of work is as follows:

| BASIC SERVICES | | | | | |
|--|--------------|------------------|-----------------|---------|------------------|
| | Hours | Labor Cost | Other Cost | 5% | |
| Task 1 – Project Setup and Administration | 562 | \$117,000 | | | \$117,000 |
| Task 2 – Detailed Design | 2,183 | \$368,600 | \$5,400 | | \$374,000 |
| Task 3 – Bidding Phase | 160 | \$29,000 | \$1,000 | | \$30,000 |
| Task 4 – ESDC | 580 | \$109,200 | \$7,800 | | \$117,000 |
| Total Basic Services | 3,485 | \$595,800 | \$14,200 | | \$638,000 |
| | | | | | |
| SPECIAL SERVICES | | | | | |
| Task 5.1 - Regulatory Coordination | 92 | \$14,180 | \$1,500 | | \$15,680 |
| Task 5.2 - Surveying | 1016 | \$131,684 | \$4,115 | \$6,790 | \$142,589 |
| Task 5.3 - Geotechnical Investigation | 58 | \$6,770 | \$47,445 | \$2,711 | \$56,926 |
| Task 5.4 – Transient Analysis | 94 | \$17,000 | | \$850 | \$17,850 |
| Task 5.5 – Pipeline Corrosion Evaluation | 241 | \$48,872 | \$1,916 | \$2,539 | \$53,327 |
| Task 5.6 - Special Environmental Investigations and Permitting | 88 | \$35,900 | | \$1,795 | \$37,695 |
| Task 5.7 – Subsurface Utility Engineering | 114 | \$25,730 | \$7,320 | \$1,653 | \$34,703 |
| Total Special Services | | | | | \$358,770 |
| | | | | | |
| PROJECT TOTAL | | | | | \$996,770 |

Billing Rate Schedule

| Personnel Category | Billing Rate (\$/Hr) |
|--------------------------|----------------------|
| Engineer 9 | 320 |
| Project Manager | 250 |
| Senior Technical Advisor | 285 |
| Engineer 8 | 245 |
| Engineer 7 | 225 |
| Engineer 6 | 210 |
| Engineer 5 | 185 |
| Engineer 4 | 165 |
| Engineer 3 | 150 |
| Project Engineer 1/2 | 135 |
| Senior Technician / CADD | 135 |
| Drafter | 120 |
| Senior Administration | 115 |
| Contract Administration | 105 |

EXHIBIT E

Certificate of Insurance

Attached behind this Page



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
08/23/2022

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

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

| | | |
|--|--|-------------------------------------|
| PRODUCER Aon Risk Services Northeast, Inc. Boston MA Office 53 State Street Suite 2201 Boston MA 02109 USA | CONTACT NAME: | |
| | PHONE (A/C. No. Ext): 866-283-7122 | FAX (A/C. No.): 800-363-0105 |
| INSURED CDM Smith Inc. 75 State Street Suite 701 Boston MA 02109 USA | E-MAIL ADDRESS: | |
| | INSURER(S) AFFORDING COVERAGE | |
| | NAIC # | |
| | INSURER A: Lloyd's Syndicate No. 2623 | AA1128623 |
| | INSURER B: Commerce & Industry Ins Co | 19410 |
| | INSURER C: | |
| INSURER D: | | |
| INSURER E: | | |
| INSURER F: | | |

COVERAGES **CERTIFICATE NUMBER:** 570094982294 **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,

Limits shown are as requested

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|----------|---|-----------|----------|--|-------------------------|-------------------------|---|-------------|
| | COMMERCIAL GENERAL LIABILITY | | | | | | | |
| | <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR | | | | | | EACH OCCURRENCE | |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | |
| | | | | | | | MED EXP (Any one person) | |
| | | | | | | | PERSONAL & ADV INJURY | |
| | | | | | | | GENERAL AGGREGATE | |
| | | | | | | | PRODUCTS - COMP/OP AGG | |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | | |
| | <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC | | | | | | | |
| | OTHER: | | | | | | | |
| | AUTOMOBILE LIABILITY | | | | | | | |
| | <input type="checkbox"/> ANY AUTO | | | | | | COMBINED SINGLE LIMIT (Ea accident) | |
| | <input type="checkbox"/> OWNED AUTOS ONLY | | | | | | BODILY INJURY (Per person) | |
| | <input type="checkbox"/> HIRED AUTOS ONLY | | | | | | BODILY INJURY (Per accident) | |
| | <input type="checkbox"/> SCHEDULED AUTOS | | | | | | PROPERTY DAMAGE (Per accident) | |
| | <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | | | | | |
| | UMBRELLA LIAB | | | | | | EACH OCCURRENCE | |
| | <input type="checkbox"/> EXCESS LIAB | | | | | | AGGREGATE | |
| | <input type="checkbox"/> DED <input type="checkbox"/> RETENTION | | | | | | | |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | | | |
| | ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory in NH) | | | | | | PER STATUTE | |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | OTHER | |
| | | | | | | | E.L. EACH ACCIDENT | |
| | | | | | | | E.L. DISEASE-EA EMPLOYEE | |
| | | | | | | | E.L. DISEASE-POLICY LIMIT | |
| A | Archit&Eng Prof | | | PSDEF2200033 Professional/Claims Made | 01/01/2022 | 01/01/2023 | Each Claim | \$1,000,000 |
| | | | | | | | Aggregate | \$1,000,000 |

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

RE: Project: City of Round Rock - Chandler Road 36-inch Water Transmission Main.

CERTIFICATE HOLDER

City of Round Rock
Attn: City Manager
221 East Main St.
Round Rock TX 78664 USA

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.

AUTHORIZED REPRESENTATIVE

Holder Identifier :

570094982294

Certificate No :



AGENCY CUSTOMER ID: 10518329

LOC #:

ADDITIONAL REMARKS SCHEDULE

Page _ of _

| | | | |
|---|-----------|---------------------------------|--|
| AGENCY Aon Risk Services Northeast, Inc. | | NAMED INSURED CDM Smith Inc. | |
| POLICY NUMBER See Certificate Numbe 570094982294 | | | |
| CARRIER See Certificate Numbe 570094982294 | NAIC CODE | EFFECTIVE DATE: | |

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Professional Liab Policy # PSDEF2200033

Beazley (Syndicates 2623/0623) - 25%
BRIT (Syndicate 2987) - 25%
Munitus (Syndicate 4242) - 12.5%
Re/Rn (Syndicate 1458) - 10%
Castelnga (Syndicate 2525) - 5%
Convex (Syndicate 1984) - 7.50%
Berkshire - 15%