

## AGREEMENT FOR CAPACITY, OPERATION, MAINTENANCE, AND CAPITAL IMPROVEMENTS TO THE LAKE CREEK COLLECTION SYSTEM

THIS AGREEMENT (the "Agreement") is dated and entered into as of the 22<sup>nd</sup> day of May, 2014, by the City of Austin, Texas ("Austin") and the City of Round Rock, Texas ("Round Rock") both home-rule municipalities and political subdivisions of Texas (individually, the "City;" collectively, the "Cities").

### RECITALS

1. Austin and Round Rock each own and operate extensive water and wastewater utility systems providing utility service to customers in Williamson and Travis Counties.
2. Austin and Round Rock recognize that substantial benefits are derived from joint cooperation with each other in the planning, financing, construction and provisions of utilities in the region served by both parties.
3. Austin and Round Rock are interested in continuing to join together to design, construct, and operate a regional wastewater collection system to transport wastewater to the Brushy Creek Regional Wastewater Treatment Plants. Austin and Round Rock's shared collection system is a component of the Brushy Creek Regional Wastewater System ("BCRWWS"). The BCRWWS is owned by the cities of Austin, Round Rock, Cedar Park, and Leander. The shared collection system between Austin and Round Rock consists of the South Interceptor, the Southwest Interceptor, and the Lake Creek Interceptor (collectively the "Lake Creek Collection System"), as shown on **Exhibit A**.
4. The BCRWWS is currently operated and maintained by the Brazos River Authority ("BRA").
5. Austin and Round Rock both need additional conveyance capacity in the Lake Creek Collection System to provide for future development.
6. Austin and Round Rock desire to set forth their agreement regarding the Lake Creek Collection System.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the sufficiency of which are hereby conclusively acknowledged, and subject to the terms and conditions here set forth, the Cities mutually agree as follows:

### **ARTICLE 1** **DEFINITIONS**

**Section 1.1 Definitions.** In addition to the terms defined above, the terms below will have the following meanings:

- (a) "BCRWWS" means, collectively, the land interests and the improvements of the Brushy Creek Regional Wastewater System described in the Master Contract. Without limitation the BCRWWS includes the facilities, mains, lift stations, and other appurtenances as described in the Master Contract.

SouthwestInterceptorILA\_CC5 22 14.docx

- (b) "Austin's Dry Weather Flow or DWF" means 1,036,840 million gallons per day which is applicable to only the Southwest Interceptor.
- (c) "Austin's Peak Wet Weather Flow or PWWF" means 4,147,360 million gallons per day which is applicable to only the Southwest Interceptor.
- (d) "Effective Date" means the last date shown of execution of this Agreement by the Cities.
- (e) "EPA" means the United States Environmental Protection Agency.
- (f) "Hard Construction Costs" mean the costs for excavation, purchase and installation of pipe and appurtenances, equipment and appurtenances for the provision of electricity and water, and construction site restoration.
- (g) "LUE" means Living Unit Equivalent, a capacity of 245 gallons per day (average daily flow) and a calculated instantaneous peak wet weather flow (average daily flow multiplied by four) of 980 gallons for a single-family residence. Average daily flow is the amount of Wastewater flow averaged over a 24-hour period.
- (h) "Master Contract" means collectively the Amended and Restated Master Contract for the Financing, Construction, Ownership, and Operation of the Brushy Creek Regional Wastewater System (the "Contract") dated June 4, 2010 by and among the cities of Austin, Cedar Park, Leander, and Round Rock, and the First Amendment to the Amended and Restated Master Contract for the Financing, Construction, Ownership, and Operation of the Brushy Creek Regional Wastewater System dated August 1, 2011;
- (i) "Metering Facility" means the Wastewater flow meter, meter vault, and all metering and telemetering equipment, and telecommunication and electrical appurtenances required to measure the amount of wastewater delivered to the System by Austin. A Metering Facility that will record multiple readings averaged over 15-minute intervals (the frequency to be determined by Austin and Round Rock).
- (j) "Node" means a specific manhole in the interceptors that make up the System.
- (k) "Pipe Segment" means that portion of the System measured from one Node to another Node as shown in **Exhibit B**.
- (l) "Point of Entry" means a point at which Wastewater from each City enters the System.
- (m) "Reserved Capacity" means the total quantity of Wastewater that a City is entitled to deliver into the System.

- (n) "Service Area" means the area within the City's corporate limits or extraterritorial jurisdiction served by its wastewater utility as it may exist from time to time.
- (o) "Significant Industrial Users" has the meaning for that term as defined by 40 Code of Federal Regulations 403.3(v).
- (p) "Soft Costs" mean the costs for preliminary engineering reports, surveying, geotechnical studies, acquisition of easements (or rights of way or fee simple title), permitting, design, project management of the construction and installation of infrastructure, governmental fees (including inspection fees), and any other consultant fees related to construction.
- (q) "System" means the Lake Creek Collection System consisting of the Lake Creek Interceptor 1, Lake Creek Interceptor 2, the South Interceptor and the Southwest Interceptor as shown on **Exhibit A**.
- (r) "State" means the State of Texas.
- (s) "TCEQ" means the Texas Commission on Environmental Quality or its successor agency.
- (t) "Wastewater" means liquid and water-carried waste discharged from sanitary conveniences of dwellings, business buildings, institutions and the like including garbage which has been shredded to such degree that all particles will be carried freely under flow conditions normally prevailing in public sewers, with no particle greater than one-half (1/2) inch in any dimension and the liquid wastes from industrial processes, and includes any infiltration water that has migrated from the ground into the System, or inflow water from above the ground entering the System.

## **ARTICLE II**

### **PURPOSE AND DESCRIPTION OF THE LAKE CREEK COLLECTION SYSTEM**

**Section 2.1 Purpose of this Agreement.** The purpose of this Agreement is to set forth the terms and conditions under which the Cities will finance, acquire, construct, own, maintain, and operate the System. The System will be used for receiving and transporting of Wastewater from the Cities generated within each City's respective Service Area. The Cities will design, acquire, construct, expand, extend, enlarge, improve, and repair the System from time to time. If there are any conflicts between this Agreement and the Master Contract or other agreements related to the System executed prior to this Agreement's Effective Date, this Agreement will prevail.

### **ARTICLE III**

#### **RESERVED CAPACITIES**

**Section 3.1 Reserved Capacities.** Each City's respective capacity in the System is as shown in **Exhibit B**. Each City will have the exclusive right to its Reserved Capacity in each Pipe Segment.

**Section 3.2 Transfer of Reserved Capacity.** Each City may transfer any portion of its Reserved Capacity to the other City, in exchange for mutually agreed upon consideration.

**Section 3.3 Exceeding Reserved Capacity.** If either City exceeds its Reserved Capacity, such City will be solely responsible for any expenses necessary to adhere to its Reserved Capacity and to proceed with due diligence using its reasonable efforts to remedy the situation. Regardless of the foregoing, Round Rock agrees to solely be responsible for all Wastewater overflows and the reporting, fines, fees, findings, judgments, engineering and compliance reports, costs, and all other expenses related to the System as long as Austin does not exceed its Reserved Capacity in the System, unless said costs are attributable to actual defects (i.e. deteriorated, broken, or cracked mains or manholes) in the System or Austin's negligence. If said costs are attributable to actual defects in the System, then those costs will be shared in accordance with Reserved Capacities identified in **Exhibit D**.

**Section 3.4 Verification of Flows into the Southwest Interceptor.** Austin, at its sole cost, will be responsible for verifying, through Wastewater flow monitoring, that its actual Wastewater flows do not exceed its Reserved Capacity in the Southwest Interceptor. Austin's Wastewater flows into the Southwest Interceptor will be measured by the difference in flows measured from a meter on the Round Rock Wastewater main located along FM 1325 Node LC453856 and a meter installed within Austin's service area near the Service Area boundary on the north side of State Highway 45 at Node LC453876. With the exception of Round Rock's existing Wastewater main connecting at Node LC45001 (at corner of Southwest Interceptor System and 12-inch wastewater main), the Wastewater flows between Node LC45001 and LC453876 are currently generated by Austin customers. The actual PWWF will be measured through a Metering Facility at or near Node LC453876.

### **ARTICLE IV**

#### **GENERAL**

**Section 4.1 Wholesale Contracts.** In the event that Wastewater service is sold by a City to another entity located within the City's Service Area that will contribute Wastewater to the System, the City selling the Wastewater service is solely responsible for said entities' quantity and quality of Wastewater entering the System and for all rights and obligations stated herein.

**Section 4.2 Title to Wastewater.** Title to and interest in each City's Wastewater will remain with each City, respectively, at all times. Neither City will acquire any right or title to



the other City's respective Wastewater interests by virtue of this Agreement and nor will otherwise assert any ownership interest in the other City's Wastewater rights.

**Section 4.3 Point(s) of Entry.** Each City will have the sole responsibility, at its own cost, for providing additional pipelines and other facilities required for transporting its own Wastewater to one or more Points of Entry in the System. If Round Rock connects to any Pipe Segment of the Southwest Interceptor between Node LC45001 and Node LC453876, then Round Rock agrees, at its sole cost, to design and construct a Metering Facility at this new Point of Entry, or other mutually agreed upon method to reasonable and accurately measure Round Rock's flows. Round Rock and Austin must agree to such new Point of Entry and Metering Facility prior to Round Rock's installation or introduction of new applicable Wastewater flows into this portion of the Southwest Interceptor.

**Section 4.4 Inflow and Infiltration.** Each City will use reasonable efforts to minimize inflow and infiltration into the System. The cost of repair or replacement of portions of Austin's or Round Rock's Wastewater infrastructure prior to entry into the System, attributable to inflow and infiltration, will be borne by the applicable City. The cost of repair or replacement of portions of the System because of inflow and infiltration attributable to defects in the System will be shared proportionally for each Pipe Segment based upon the City's Reserved Capacity of such as shown in **Exhibit B**.

**Section 4.5 Discharge Quality.** The Cities will have the right to discharge Wastewater into the System meeting the requirements of quality as set forth in the pretreatment program approved by EPA and TCEQ for the System and of which the System is capable of handling. Each City agrees to implement and enforce the BCRWWS pretreatment program for its Service Area. Each City also covenants that it will have in effect and will enforce a sewer use ordinance in accordance with EPA and TCEQ's regulations or regulations of other governmental agencies having jurisdiction to set standards for waste discharges. Furthermore, each City will, at any reasonable time upon request by the other City, produce pretreatment program records for its Service Area for review. Each City also agrees that no new Significant Industrial User will be allowed to connect to the City's sewer system within its Service Area without prior notification of the intent to connect being given by the City as required in the Master Contract. All Significant Industrial Users that are customers of a City and located within its Service Area and outside the City's corporate limits will also be required to obtain a sewer use permit.

## **ARTICLE V** **OPERATION AND MAINTENANCE**

**Section 5.1 Expenses.** Operational and maintenance expenses, not related to Wastewater overflows or the control of inflow and infiltration of the System, will be shared proportionally for each Pipe Segment based upon the City's Reserved Capacity in accordance with **Exhibit B**. Replacement expenses of Pipe Segment(s) or Nodes (i.e. through slip lining, pipe bursting, coating, or a new wastewater main or manhole, etc.) due only to the age of the pipe and associated aging conditions of the System (i.e. a replacement not caused by the need for additional capacity) will be shared proportionally for each Pipe Segment based upon the City's Reserved Capacity in accordance with **Exhibit D**.

## **ARTICLE VI**

### **IMPROVEMENTS TO THE SYSTEM**

**Section 6.1 General.** Improvements, other than those stated herein, will be in accordance with the Master Contract using the proportionate Reserved Capacity stated in this Agreement as a means to identify each City's cost. The improvements stated herein derive from Austin and Round Rock projecting their respective population for the year 2050 in order to estimate the amount of additional capacity each City needs in the System.

**Section 6.2 System Improvements' Design and Construction.** The Cities will jointly fund, in accordance with their Reserved Capacity, and make decisions concerning the design and construction of improvements to the System as described herein and through any engineering reports related to such improvements. Engineering reports may be amended and updated from time to time, to reflect final design and construction changes in the System and to reflect further actions and understandings of the Cities. The Cities agree that they will cooperate to facilitate timely municipal plan review and permitting, and other matters for construction related to the System located in the City's regulatory jurisdiction. Design specifications will be in accordance with the Master Contract. Both Cities, at their respective cost, must approve the design plans of improvements to the System. The Cities will use the bidding process as required in the Master Contract.

**Section 6.3 Inspection.** For improvements to the System that are solely the responsibility of one of the Cities, that City may inspect its improvements so long as the inspection is in accordance with the Master Contract. For other improvements to the System, the Cities will conduct inspections and determine whether the completion of the improvements is in accordance with the approved design plans.

**Section 6.4 As-Built Plans.** Each City and the contracted operator of the BCRWWS will be provided a copy of as-built plans within 30 days of final acceptance of the improvement.

**Section 6.5 Improvements to the Southwest Interceptor.** Austin, at its cost, in order to access its Reserved Capacity in the Southwest Interceptor will design, bid, and construct upsized Pipe Segments between Nodes LC45013 and LC45001. When Austin's actual flows exceed 80% of its 30-day average DWF Reserved Capacity or 100% instantaneously PWWF Reserved Capacity, as measured through a Metering Facility, then Austin will reevaluate its Reserved Capacity at that time. If upon such reevaluation Austin determines that it needs additional capacity in the Southwest Interceptor between these Nodes, then Austin will initiate the design and construction of necessary improvements. Austin agrees to provide written notice of such to Round Rock. Austin agrees to complete any necessary improvements within 24 months after the Austin exceeds 80% of its 30-day average DWF Reserved Capacity or 100% instantaneous PWWF Reserved Capacity, as measured through a Metering Facility.

After Austin has provided such written notice to Round Rock, Round Rock will evaluate whether to begin the design and construction of improvements between Node LC15112 and Node

LC1522A in order for Round Rock to ensure Austin's full use of its Reserved Capacity so that PWWFs within the Southwest Interceptor will not exceed two feet from the top of any manhole. If upon such reevaluation Round Rock determines that additional capacity is needed, then Round Rock will initiate the design and construction of the necessary improvements. Round Rock agrees to provide written notice of such to Austin and will complete such improvements within 27 months of Austin's notice to Round Rock.

Austin, at its sole discretion, may phase the required improvements between Nodes so long as Austin does not exceed its Reserved Capacity in those Nodes not improved. Such phasing will not modify or extend the required due date of Round Rock's improvements to the Southwest Interceptor as described above.

If upon reevaluation Austin determines that it does not need additional capacity in the Southwest Interceptor between Nodes LC45013 and LC45001, and Round Rock determines that it needs to make improvements to these Nodes for its Reserved Capacity needs, Austin will not be required to cost participate in those improvements.

**Section 6.6 Improvements to the Lake Creek Interceptor.** Austin and Round Rock will jointly hire one or more third parties to bid, design, and construct improvements to the Lake Creek Interceptor portion of the System to allow Austin and Round Rock to utilize their respective Reserved Capacity. Austin and Round Rock will take such actions in a timely manner immediately after the Effective Date of this Agreement. The estimated completion date of the Lake Creek Interceptor improvements is April 2016.

The Cities will share the costs of the improvements in the following manner:

- (a) Costs will include all Hard Construction Costs and Soft Costs;
- (b) Soft Costs will be calculated for each Pipe Segment at an average cost per foot by dividing the total Soft Costs by the total number of feet of all improved Pipe Segments;
- (c) Hard Construction Costs will be calculated for each Pipe Segment at an average cost per foot by dividing the total Hard Construction Costs by the total number of feet for each size of improved Pipe Segment. For example, a Pipe Segment increased from 15 inches to 18 inches will have a separate calculated average cost per foot than a Pipe Segment increased from 18 inches to 24 inches;
- (d) For the Pipe Segments in the Lake Creek 2, each City's share of the Soft Costs and Hard Construction Costs will be calculated by each Pipe Segment as shown on **Exhibit C**. As shown on **Exhibit C**, Austin's share of the cost is 31.2% and Round Rock's share of the cost is 68.8%.

**Section 6.7 How, When and Where Payments are to be Made.** If either City incurs costs related to shared improvements to the System, the other City agrees to pay its share of the cost within 30 days of receipt of invoice from the other City.

## **ARTICLE VII**

### **GENERAL PROVISIONS**

**Section 7.1 Participation by the Cities.** Each City represents to the other that it is empowered by law to participate in the acquisition, construction, and financing of the System improvements, and to execute this Agreement and other agreements and documents as are or may hereafter be required to accomplish the same; that its execution of this Agreement has been duly authorized by action of its governing body at a meeting conducted in accordance with the Texas Open Meetings Act, as amended, Chapter 551, Texas Government Code. Each City agrees to execute the contracts and other agreements as the other City may reasonably request, and to take and perform such other and further actions and execute such other agreements and documents as may be reasonably required to carry out the provisions of this Agreement.

**Section 7.2 Force Majeure.** If by reason of "Force Majeure", either City is rendered unable wholly or in part to carry out its obligations under this Agreement, and if that City gives notice and full particulars of such "Force Majeure" in writing to the other City within a reasonable time after occurrence of the event or cause relied on, the obligation of the City giving such notice will be suspended during the continuance of the inability then claimed, but for no longer period, and such City will endeavor to remove or overcome such inability with all reasonable dispatch. The term "Force Majeure" as employed herein will mean acts of God, strikes, lockouts or other industrial disturbances, acts of public enemy, orders of any kind of the United States or the State or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, partial or entire failure of Wastewater systems or water supply and inability on the part of such City to provide water necessary for operation of its water and Wastewater system hereunder, and impossibility by operation of law. It is understood and agreed that the settlement of strikes and lockouts will be entirely within the discretion of the City having the difficulty and that the above requirement that any Force Majeure will be remedied with all reasonable dispatch will not require the settlement of strikes and lockouts by acceding to the demands of the opposing City when such settlement is unfavorable in the judgment of the City having the difficulty.

**Section 7.3 Term of Contract.** This Agreement will be effective upon the day and year recited above, and will continue until the Master Contract is terminated.

**Section 7.4 Amendment and Modification.** This Agreement will not be amended except in writing by the authorized representatives of the Cities hereto. Any future modifications to this Agreement, including the exhibits, will show any change of Nodes or the name of a Node, or any other change to the System. No change, amendment, or modification of this Agreement, including the exhibits, will be made or be effective which will affect adversely the prompt

payment when due of all money required to be paid by each City under the terms of this Agreement and no such change, amendment, or modification will be made or be effective which would cause a violation of any provisions of any bond resolution of the other City.

**Section 7.5 Addresses and Notice.** Unless otherwise provided herein, any notice, communication, request, reply, or advice (collectively, "Notice") hereunder provided or permitted to be given, made, or accepted by any party to the other City must be in writing and may be given or be served by depositing the same in the United States mail postpaid and registered or certified and addressed to the City to be notified, with return receipt requested, or by delivering the same to an officer of such City, or by prepaid telegram when appropriate, addressed to the City to be notified. Notice deposited in the mail in the manner herein described will be conclusively deemed to be effective, unless otherwise stated herein, from and after the expiration of three days after it is so deposited. Notice given in any other manner will be effective only when received by the City to be notified. For the purposes of notice, the addresses of the Cities will, until changed as herein provided, be as follows:

If to Austin:  
Director, Austin Water Utility  
P.O. Box 1088  
Austin, Texas 78767

If to Round Rock:  
City Manager  
221 E. Main St.  
Round Rock, Texas 78664

The Cities hereto will have the right from time to time and at any time to change their respective addresses and each will have the right to specify as its address any other address by at least 15 days' written notice to the other City.

**Section 7.6 Severability.** The Cities specifically agree that in case any part of this Agreement or the application of such part to any situation or circumstance should be held to be invalid or unconstitutional, under the laws or constitutions of the State or the United States of America, or in contravention of any such laws or constitutions, such invalidity, unconstitutionality, or contravention will not affect any other part of this Agreement or the application of such part to any other situation or circumstance, and it is intended that this Agreement will be severable and will be construed and applied as if any such invalid or unconstitutional part had not been included herein, and the rights and obligations of the Cities hereto will be construed and remain in force accordingly.

**Section 7.7 Remedies Upon Default.** It is not intended hereby to specify an exclusive remedy for any default, but all such other remedies (other than termination) existing at law or in equity may be availed of by either City hereto and will be cumulative. Recognizing that failure in the performance of the Cities' obligations hereunder could not be adequately compensated in money damages alone, each City agrees in the event of any default on its part that the other City will have available to them the remedies of mandamus and specific performance in addition to

any other legal or equitable remedies (other than termination) which may also be available to them. Notwithstanding anything to the contrary contained in this Agreement, any right or remedy or any default hereunder will be deemed to be conclusively waived unless asserted by a proper proceeding at law or in equity within two years plus one day after the occurrence of such default. No waiver of any breach or default by either City hereto or of the performance by either City of any duty or obligation hereunder will be deemed a waiver thereof in the future, nor will any such waiver be deemed or construed to be a waiver of subsequent breaches or defaults of any kind under any circumstances.

**Section 7.8 Venue.** All amounts due under this Agreement, including, but not limited to, payments due under this Agreement or damages for the breach of this Agreement, will be paid and be due in Williamson County, Texas. It is specifically agreed among the Cities that Williamson County, Texas, is the place of performance of this Agreement; and in the event that any legal proceeding is brought to enforce this Agreement or any provision hereof, the same will be brought in Williamson County, Texas.

**Section 7.9 Statutory Authority.** In entering into this Agreement and performing all duties and obligations hereunder, the Cities exercise their authority under and in accordance with the State Constitution and laws including, but not limited to, Chapter 1371 and 1502, as amended, Texas Government Code; each City's respective Home Rule Charter; and all other laws which may authorize this Contract, all of which provisions and laws, cited or not cited herein, will cumulatively provide the authority for this Agreement.

**Section 7.10 Agreement for Benefit of the Cities.** This Agreement is made for the exclusive benefit of the Cities only, and not for any third party or parties, and such third parties may not assert any rights or remedies under or by reason of this Agreement.

**Section 7.11 Succession and Assignment.** This Agreement is binding on and inures to the benefit of the Cities hereto and their respective successors, representatives, and assigns. This Agreement may not be assigned by either City hereto without (i) complying with any provisions relating to the right of a City to assign this Agreement and (ii) prior written notice to and approval by the other City, which consent may not be unreasonably withheld or delayed.

**Section 7.12 Incorporation of Preamble Recitals.** The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Agreement for all purposes and are adopted as a part of the judgment and findings of the Cities.

**Section 7.13 Entire Agreement.** This Agreement constitutes the entire agreement among the Cities with respect to the matters described herein.

**Section 7.14 Applicable Law.** This Agreement will be governed by and construed in accordance with the laws of the State, and the obligations, rights, and remedies of the Cities

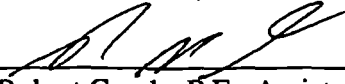
hereunder will be determined in accordance with such laws without reference to the laws of any other state or jurisdiction, except for applicable federal laws, rules, and regulations.

**Section 7.15 Multiple Counterparts.** This Agreement may be executed in multiple counterparts, each of which will be an original and all of which together will constitute but one and the same instrument.

IN WITNESS WHEREOF, the Cities hereto acting under authority of their respective governing bodies has caused this Agreement to be duly executed as of the day and year first above written.

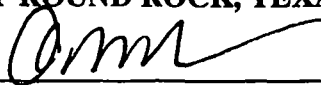
**\*\* SIGNATURE PAGES TO FOLLOW \*\***

**CITY OF AUSTIN, TEXAS**

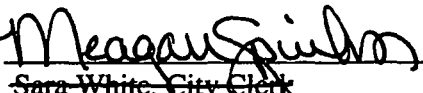
By:   
Robert Goode, P.E., Assistant City Manager



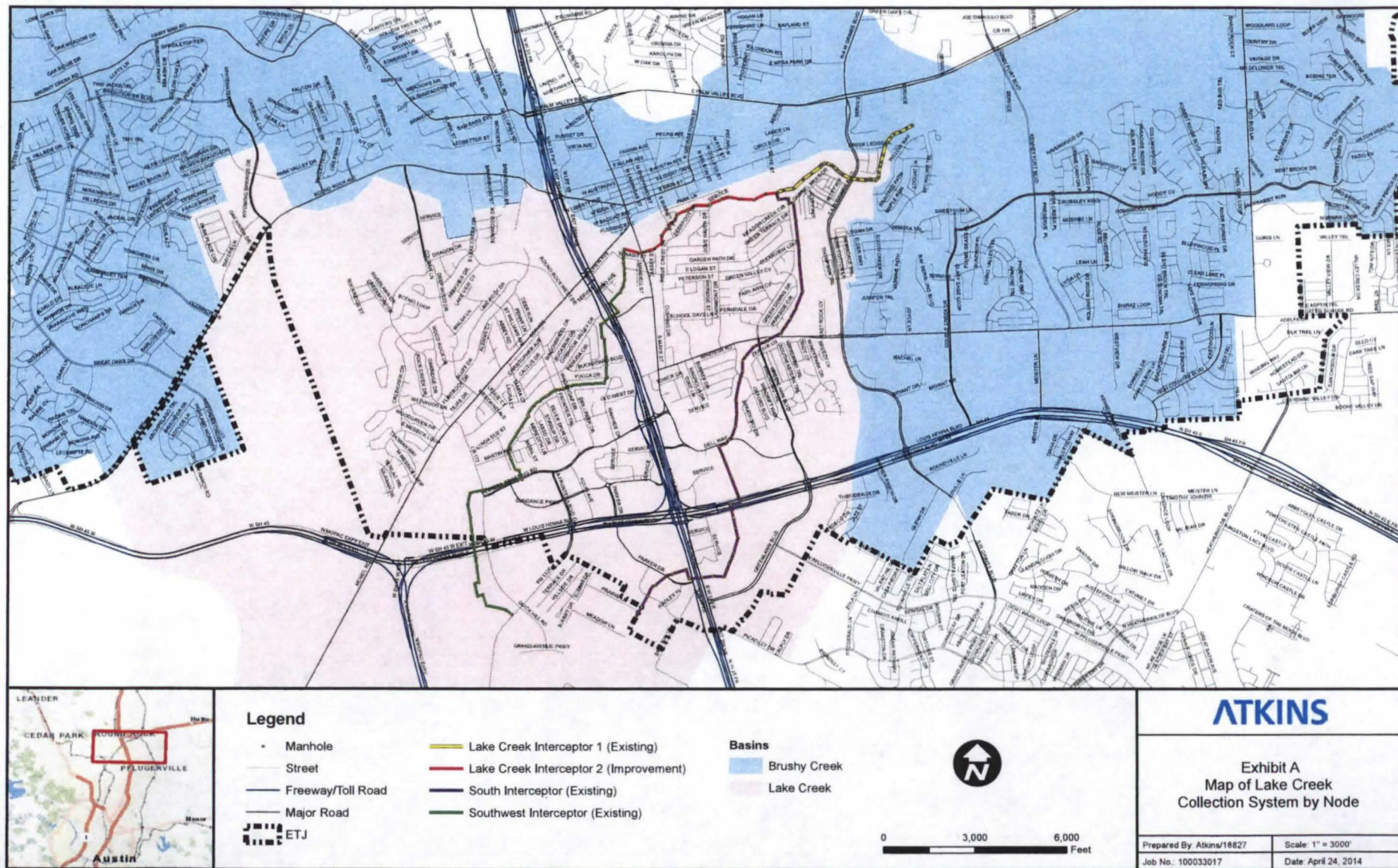
CITY OF ROUND ROCK, TEXAS

By:   
Alan McGraw, Mayor

Attest:

By:   
~~Sara White, City Clerk~~  
Meagan Spinks, Deputy City Clerk

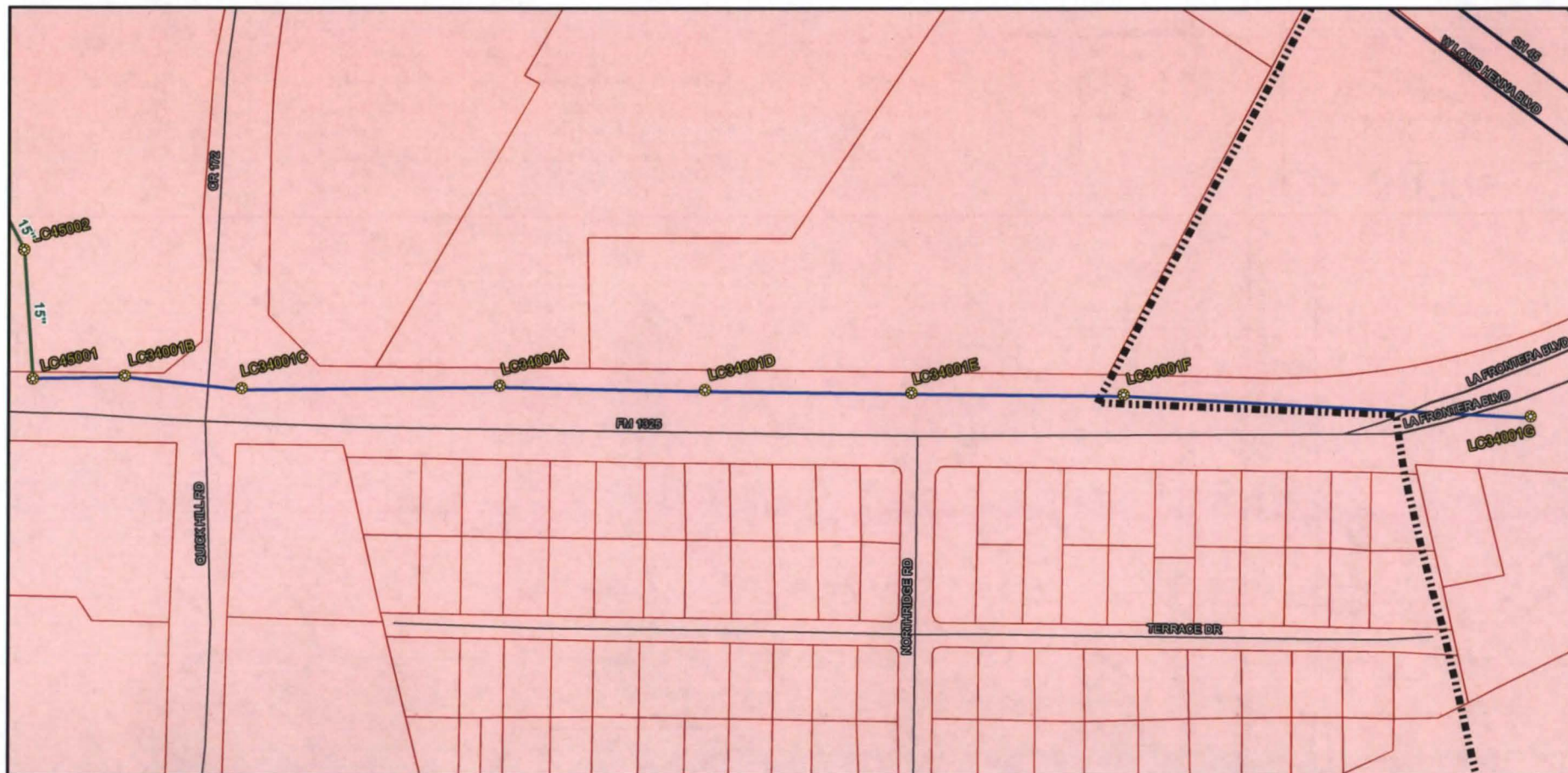
**EXHIBIT A**  
**MAP OF OVERALL SYSTEM**



**EXHIBIT B**

**DETAILED MAP OF PIPE SEGMENTS FROM NODE TO NODE**





### Legend

- Manhole
- Street
- Freeway/Toll Road
- Major Road
- Parcel Boundary
- ETJ
- Lake Creek Interceptor 1 (Existing)
- Lake Creek Interceptor 2 (Improvement)
- South Interceptor (Existing)
- Southwest Interceptor (Existing)
- Round Rock Main (Existing)

### Basins

- Brushy Creek
- Lake Creek



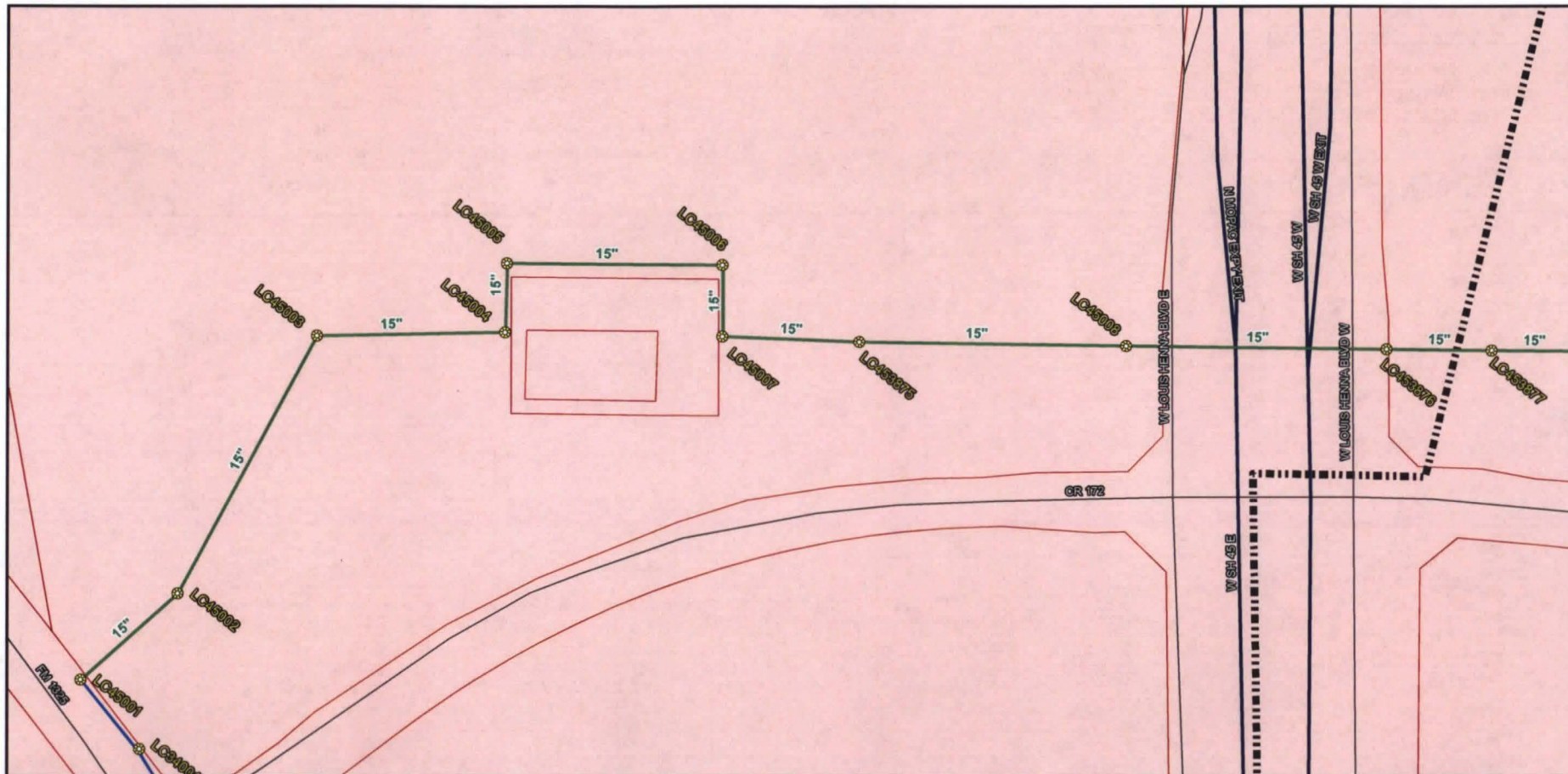
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**ATKINS**

Exhibit B  
Map of Lake Creek  
Collection System by Node  
Sheet 1 of 16

Prepared By: Atkins/18827  
Job No.: 100033017

Scale: 1" = 200'  
Date: April 28, 2014



### Legend

- Manhole
- Street
- Freeway/Toll Road
- Major Road
- Parcel Boundary
- ETJ

- Lake Creek Interceptor 1 (Existing)
- Lake Creek Interceptor 2 (Improvement)
- South Interceptor (Existing)
- Southwest Interceptor (Existing)
- Round Rock Main (Existing)

### Basins

- Brushy Creek
- Lake Creek

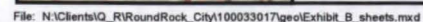


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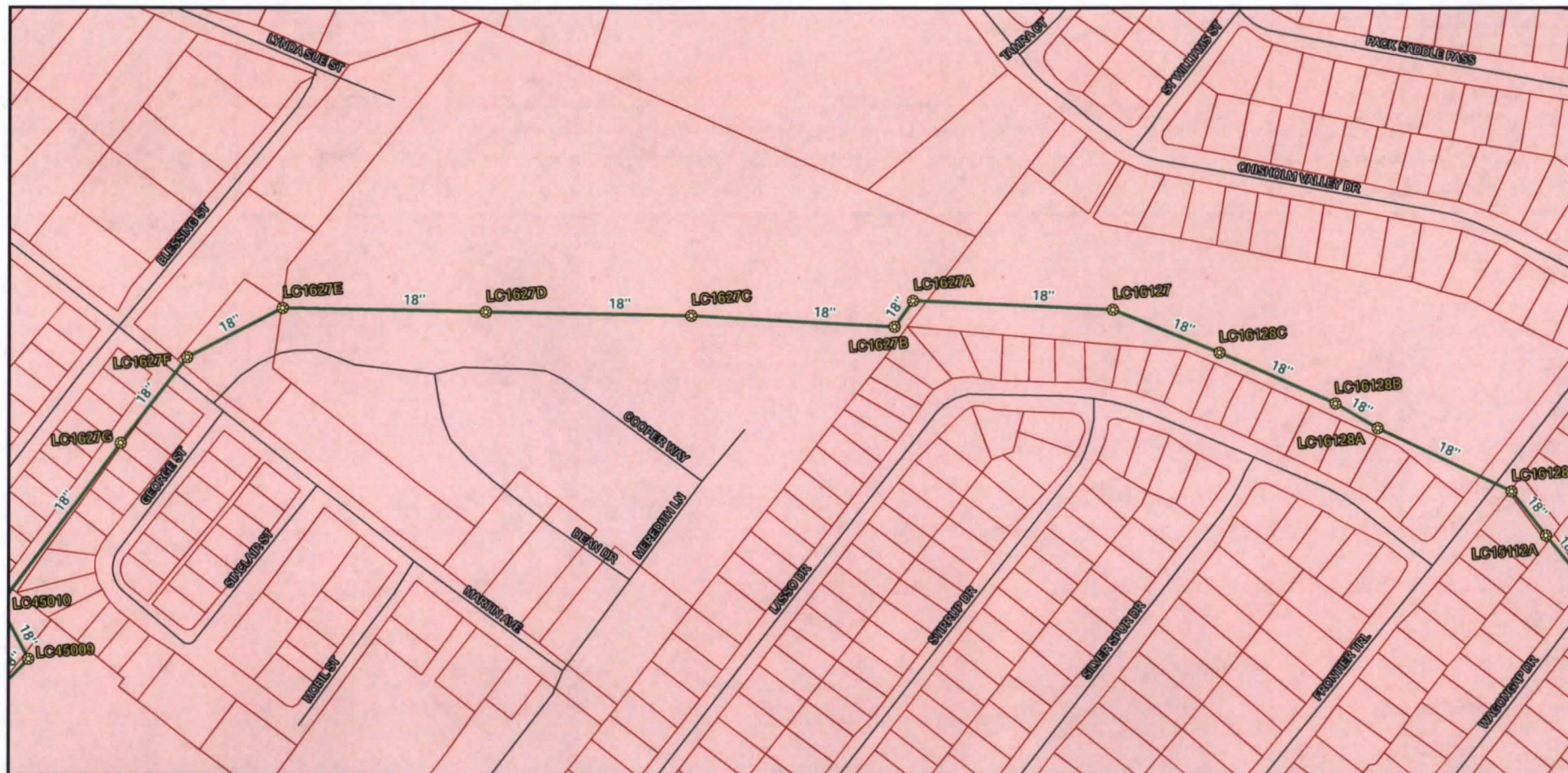
### Exhibit B Map of Lake Creek Collection System by Node Sheet 2 of 16

Prepared By: Atkins/18827	Scale: 1" = 200'
Job No.: 100033017	Date: May 5, 2014









#### Legend

- Manhole
- Street
- Freeway/Toll Road
- Major Road
- Parcel Boundary
- ETJ

- Lake Creek Interceptor 1 (Existing)
- Lake Creek Interceptor 2 (Improvement)
- South Interceptor (Existing)
- Southwest Interceptor (Existing)

#### Basins

- Brushy Creek
- Lake Creek



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Feet

**ATKINS**

#### Exhibit B Map of Lake Creek Collection System by Node

Sheet 4 of 16

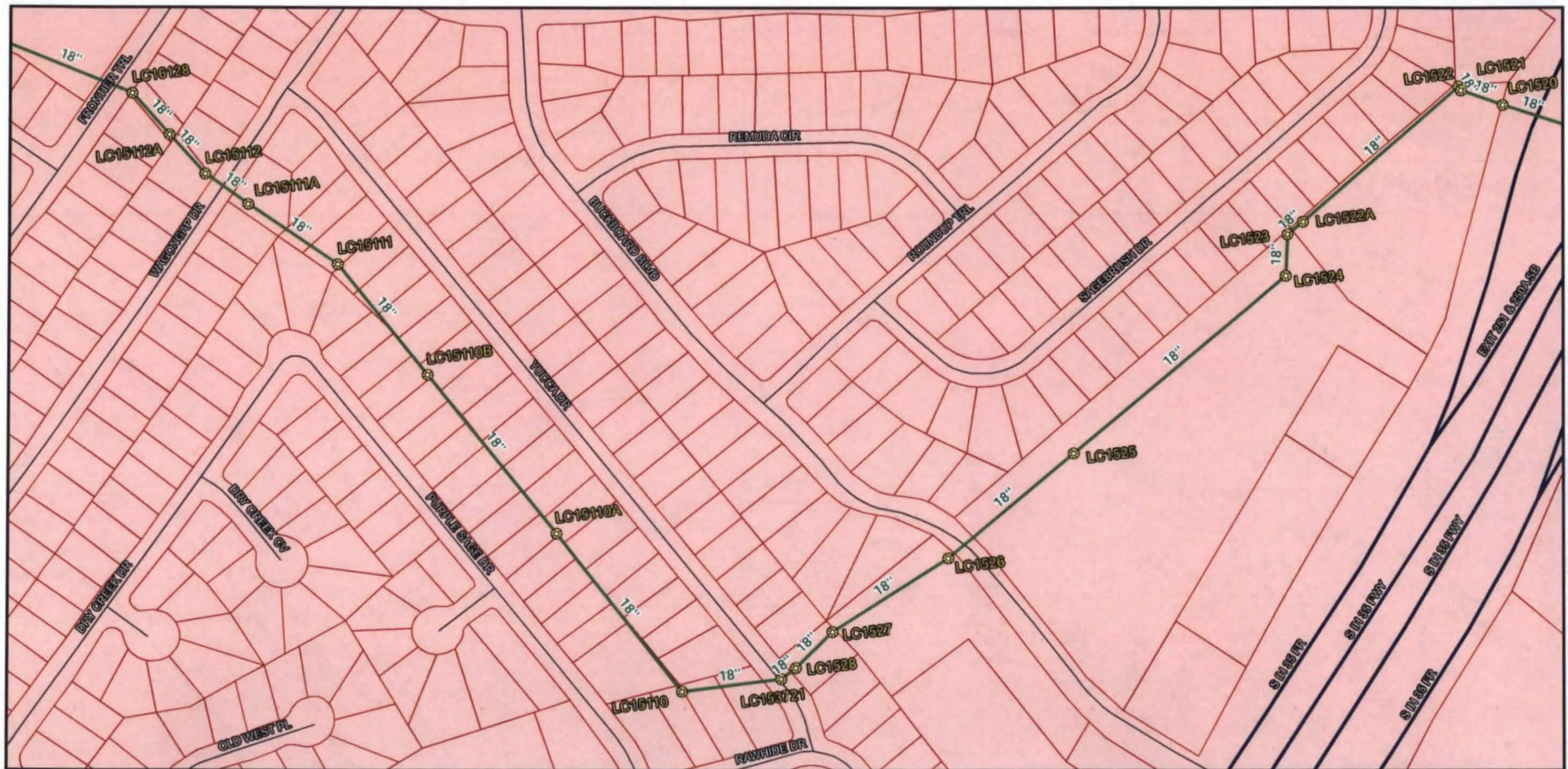
Prepared By: Atkins/18827

Scale: 1" = 200'

Job No.: 100033017

Date: April 28, 2014





#### Legend

- Manhole
- Street
- Freeway/Toll Road
- Major Road
- Parcel Boundary
- ETJ
- Lake Creek Interceptor 1 (Existing)
- Lake Creek Interceptor 2 (Improvement)
- South Interceptor (Existing)
- Southwest Interceptor (Existing)

#### Basins

- Brushy Creek
- Lake Creek



0 200 400  
Feet

**ATKINS**

Exhibit B  
Map of Lake Creek  
Collection System by Node  
Sheet 5 of 16

Prepared By: Atkins/18827  
Job No.: 100033017

Scale: 1" = 200'  
Date: April 28, 2014









#### Legend

- Manhole
- Street
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- ETJ
- Lake Creek Interceptor 1 (Existing)
- Lake Creek Interceptor 2 (Improvement)
- South Interceptor (Existing)
- Southwest Interceptor (Existing)

#### Basins

- Brushy Creek
- Lake Creek



0 200 400  
Feet

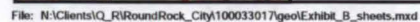
**ATKINS**

Exhibit B  
Map of Lake Creek  
Collection System by Node  
Sheet 7 of 16

Prepared By: Atkins/18827  
Job No.: 100033017

Scale: 1" = 200'  
Date: April 28, 2014

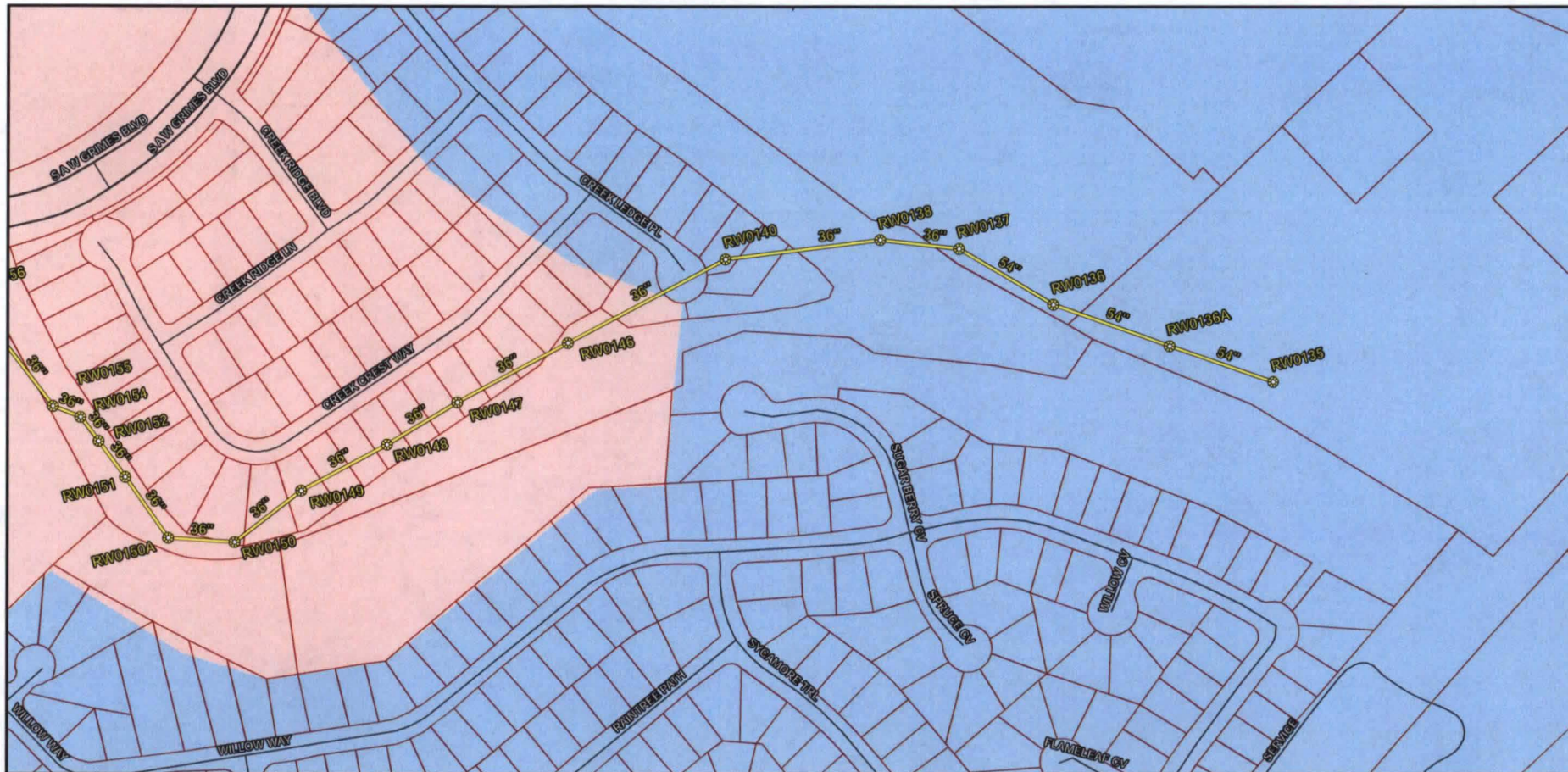












### Legend

- Manhole
- Street
- Freeway/Toll Road
- Major Road
- Parcel Boundary
- ETJ

- Lake Creek Interceptor 1 (Existing)
- Lake Creek Interceptor 2 (Improvement)
- South Interceptor (Existing)
- Southwest Interceptor (Existing)

### Basins

- Brushy Creek
- Lake Creek



0 200 400  
Feet

**ATKINS**

Exhibit B  
Map of Lake Creek  
Collection System by Node  
Sheet 10 of 16

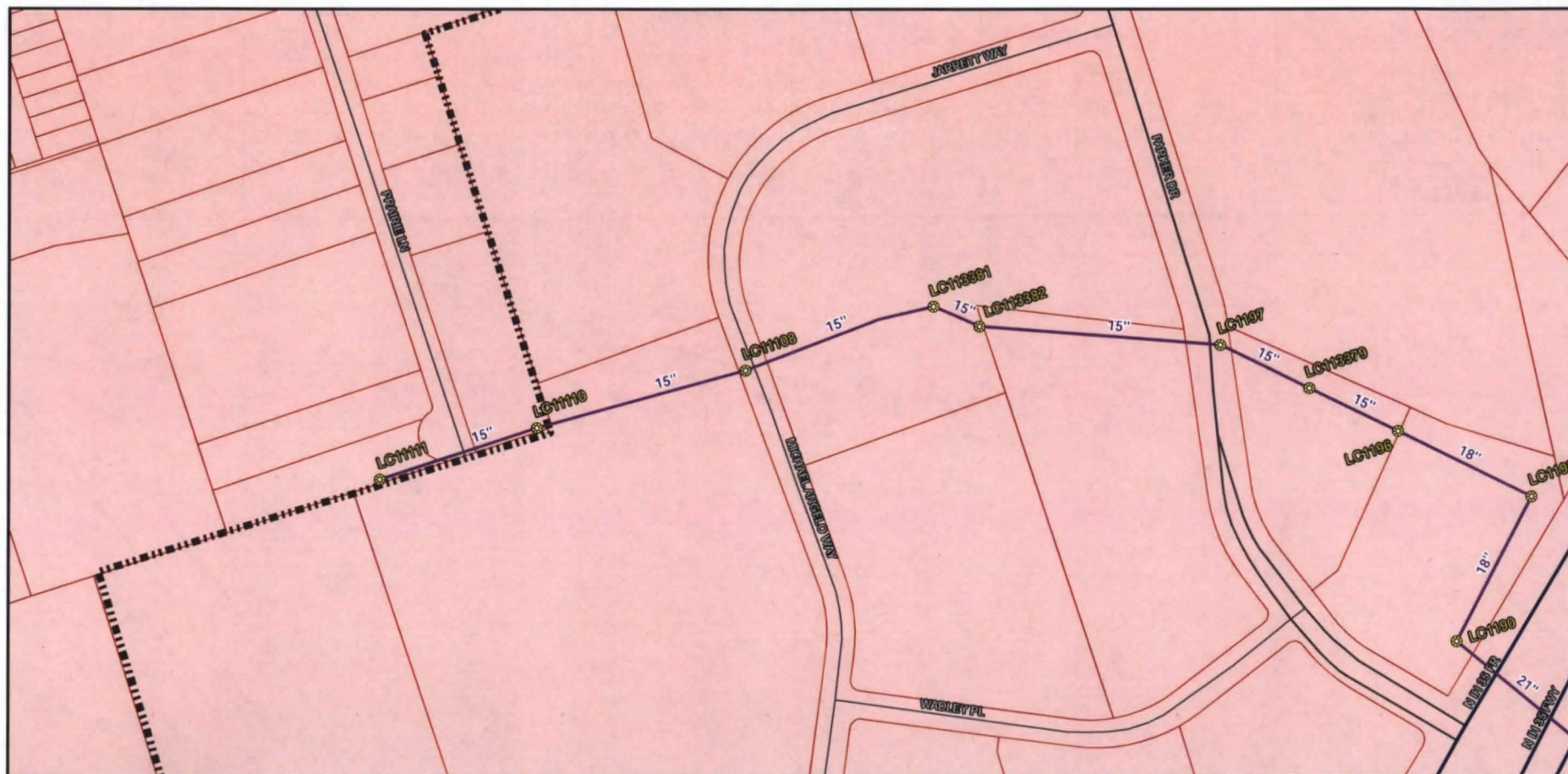
Prepared By: Atkins/18827

Scale: 1" = 200'

Job No.: 100033017

Date: April 28, 2014





#### Legend

- Manhole
- Street
- Freeway/Toll Road
- Major Road
- ETJ
- Lake Creek Interceptor 1 (Existing)
- Lake Creek Interceptor 2 (Improvement)
- South Interceptor (Existing)
- Southwest Interceptor (Existing)

#### Basins

- Brushy Creek
- Lake Creek



**ATKINS**

#### Exhibit B Map of Lake Creek Collection System by Node Sheet 11 of 16

Prepared By: Atkins/18827  
Job No.: 100033017

Scale: 1" = 200'  
Date: April 28, 2014





Date: April 28, 2014





Date: April 28, 2014









#### Legend

- Manhole
- Street
- Freeway/Toll Road
- Major Road
- Parcel Boundary
- ETJ
- Lake Creek Interceptor 1 (Existing)
- Lake Creek Interceptor 2 (Improvement)
- South Interceptor (Existing)
- Southwest Interceptor (Existing)

#### Basins

- Brushy Creek
- Lake Creek



0 200 400 Feet

**ATKINS**

Exhibit B  
Map of Lake Creek  
Collection System by Node  
Sheet 15 of 16

Prepared By: Atkins/18827  
Job No.: 100033017

Scale: 1" = 200'  
Date: April 28, 2014





**EXHIBIT C**

**COST PARTICIPATION METHODOLOGY AND ESTIMATED COSTS**



Exhibit C  
Cost Participation Methodology and Estimated Costs

Start Node	Stop Node	Diameter (in)	Upgrade Diameter (in)	Unit Cost (\$/LF)	Length (ft)	COA Additional LUEs Required for 2050	CoRR Additional LUEs Required	COA % of Additional LUEs	CoRR % of Additional LUEs	Total Project Cost	COA % of Project Cost Based on Additional LUEs required	CoRR % of Project Cost Based on Additional LUEs Required
6525: SWPHB-03	6524: SWPHB-02	30	36	595	402.7	2215	0	20%	80%	\$ 239,606.50	\$ 47,921.30	\$ 191,685.20
6526: SWPHB-04	6525: SWPHB-03	30	36	595	438.3	2215	4715	32%	68%	\$ 260,788.50	\$ 83,357.11	\$ 177,431.39
6527: SWPHB-05	6526: SWPHB-04	30	36	595	467.8	2215	3633	38%	62%	\$ 278,341.00	\$ 105,422.67	\$ 172,918.33
6528: SWPHB-06	6527: SWPHB-05	30	36	595	314.4	2215	2194	50%	50%	\$ 187,068.00	\$ 93,972.55	\$ 93,095.45
6529: SWPHB-07	6528: SWPHB-06	30	36	595	304.6	2215	7000	24%	76%	\$ 181,237.00	\$ 43,561.21	\$ 137,675.79
5698: LC0914A	6529: SWPHB-07	30	36	595	299	2215	1715	56%	44%	\$ 177,905.00	\$ 100,276.62	\$ 77,628.38
5699: LC0915	5698: LC0914A	24	36	673	87.2	2215	8756	20%	80%	\$ 58,685.60	\$ 11,848.74	\$ 46,836.86
5691: LC09100	5699: LC0915	24	36	673	548.7	2215	9847	18%	82%	\$ 369,275.10	\$ 67,808.70	\$ 301,466.40
5692: LC09101	5691: LC09100	24	36	673	181.5	2215	9725	19%	81%	\$ 122,149.50	\$ 22,659.92	\$ 99,489.58
5693: LC09102	5692: LC09101	24	36	673	199.9	2215	9194	19%	81%	\$ 134,532.70	\$ 26,117.81	\$ 108,414.89
5746: LC0991	5693: LC09102	24	36	594	390.4	2215	8358	21%	79%	\$ 231,897.60	\$ 48,582.95	\$ 183,314.65
5747: LC0991A	5746: LC0991	24	36	594	153.7	2215	6531	25%	75%	\$ 91,297.80	\$ 23,121.58	\$ 68,176.22
5748: LC0992	5747: LC0991A	24	36	594	138.4	2215	6653	25%	75%	\$ 82,209.60	\$ 20,532.49	\$ 61,677.11
5718: LC0959	5748: LC0992	24	36	594	301.6	2215	6715	25%	75%	\$ 179,150.40	\$ 44,437.43	\$ 134,712.97
5719: LC0960	5718: LC0959	24	36	594	180.7	2215	1796	55%	45%	\$ 107,335.80	\$ 59,268.88	\$ 48,066.92
5720: LC0961	5719: LC0960	24	30	555	265.2	2215	868	72%	28%	\$ 147,186.00	\$ 105,754.52	\$ 41,431.48
5721: LC0962	5720: LC0961	24	30	555	313.5	2215	7602	23%	77%	\$ 173,992.50	\$ 39,255.40	\$ 134,737.10
5722: LC0963	5721: LC0962	24	30	555	273.1	2215	7766	22%	78%	\$ 151,570.50	\$ 33,637.26	\$ 117,933.24
5723: LC0963A	5722: LC0963	24	30	555	133.6	2215	3021	42%	58%	\$ 74,148.00	\$ 31,367.81	\$ 42,780.19
5724: LC0964	5723: LC0963A	24	30	555	133.6	2215	4511	33%	67%	\$ 74,148.00	\$ 24,419.46	\$ 49,728.54
6530: SWPHC-01	5724: LC0964	24	30	555	419	2215	4511	33%	67%	\$ 232,545.00	\$ 76,584.97	\$ 155,960.03
<b>Construction Cost</b>										<b>\$ 3,555,070.10</b>	<b>\$ 1,109,909.37</b>	<b>\$ 2,445,160.73</b>
<b>10% Engineering</b>										<b>\$ 355,507.01</b>	<b>\$ 110,990.94</b>	<b>\$ 244,516.07</b>
<b>Total Cost</b>										<b>\$ 3,910,577.11</b>	<b>\$ 1,220,900.30</b>	<b>\$ 2,689,676.81</b>
<b>Cost Participation %</b>											<b>31.2%</b>	<b>68.8%</b>

Percent by flow, not by additional LUEs required





#### Legend

- Manhole
- Existing Manhole
- Existing Pipe Network
- Lake\_Creek\_Interceptor 2

- Street
- Freeway/Toll Road
- Major Road
- Parcel Boundary

#### Basins

- Brushy Creek
- Lake Creek



0 200 400 Feet

**ATKINS**

#### Exhibit C Map of Lake Creek 2 Interceptor Improvements

Sheet 1 of 2

Prepared By: Atkins/18827

Scale: 1" = 200'

Job No.: 100033017

Date: March 31, 2014







**EXHIBIT D**

**OWNERSHIP OF CAPACITY BY PIPE SEGMENT**

Exhibit D

Ownership of Capacity by Each City by Pipe Segment

Start Node	Stop Node	Diameter (in)	Flow (Maximum) (MGD)	Length (ft)	Segment	COA Peak Wet Weather Flow (MGD)	CoRR Peak Wet Weather Flow (MGD)	COA LUEs	CoRR LUEs	COA Estimated Cost Participation (COA % Flow)	CoRR Estimated Cost Participation (CoRR % Flow)
RW0136A	RW0135	54	27.99	213	Lake Creek Interceptor 1	6.32	21.67	6447	22114	23%	77%
RW0136	RW0136A	54	27.99	240	Lake Creek Interceptor 1	6.32	21.67	6447	22114	23%	77%
RW0137	RW0136	54	27.99	214	Lake Creek Interceptor 1	6.32	21.67	6447	22114	23%	77%
RW0138	RW0137	36	27.99	153	Lake Creek Interceptor 1	6.32	21.67	6447	22114	23%	77%
RW0140	RW0138	36	27.99	303	Lake Creek Interceptor 1	6.32	21.67	6447	22114	23%	77%
RW0146	RW0140	36	27.89	347	Lake Creek Interceptor 1	6.32	21.57	6447	22012	23%	77%
RW0147	RW0146	36	27.89	244	Lake Creek Interceptor 1	6.32	21.57	6447	22012	23%	77%
RW0148	RW0147	36	27.89	160	Lake Creek Interceptor 1	6.32	21.57	6447	22012	23%	77%
RW0149	RW0148	36	27.89	189	Lake Creek Interceptor 1	6.32	21.57	6447	22012	23%	77%
RW0150	RW0149	36	27.89	163	Lake Creek Interceptor 1	6.32	21.57	6447	22012	23%	77%
RW0150A	RW0150	36	27.89	129	Lake Creek Interceptor 1	6.32	21.57	6447	22012	23%	77%
RW0151	RW0150A	36	27.89	145	Lake Creek Interceptor 1	6.32	21.57	6447	22012	23%	77%
RW0152	RW0151	36	27.82	87	Lake Creek Interceptor 1	6.32	21.50	6447	21941	23%	77%
RW0154	RW0152	36	27.82	59	Lake Creek Interceptor 1	6.32	21.50	6447	21941	23%	77%
RW0155	RW0154	36	27.82	58	Lake Creek Interceptor 1	6.32	21.50	6447	21941	23%	77%
RW0156	RW0155	36	27.82	255	Lake Creek Interceptor 1	6.32	21.50	6447	21941	23%	77%
RW0157	RW0156	36	27.82	211	Lake Creek Interceptor 1	6.32	21.50	6447	21941	23%	77%
RW0158	RW0157	36	27.82	310	Lake Creek Interceptor 1	6.32	21.50	6447	21941	23%	77%
RW0159	RW0158	36	27.54	127	Lake Creek Interceptor 1	6.32	21.22	6447	21655	23%	77%
RW0160	RW0159	36	27.55	126	Lake Creek Interceptor 1	6.32	21.23	6447	21665	23%	77%
RW0162	RW0160	36	27.55	168	Lake Creek Interceptor 1	6.32	21.23	6447	21665	23%	77%
RW011402	RW0162	36	27.55	82	Lake Creek Interceptor 1	6.32	21.23	6447	21665	23%	77%
RW0163	RW011402	36	27.55	166	Lake Creek Interceptor 1	6.32	21.23	6447	21665	23%	77%
RW0164	RW0163	36	27.54	127	Lake Creek Interceptor 1	6.32	21.22	6447	21655	23%	77%
RW0165	RW0164	36	27.54	95	Lake Creek Interceptor 1	6.32	21.22	6447	21655	23%	77%
RW0166	RW0165	36	27.55	349	Lake Creek Interceptor 1	6.32	21.23	6447	21665	23%	77%
RW0167	RW0166	36	27.55	347	Lake Creek Interceptor 1	6.32	21.23	6447	21665	23%	77%
RW0168	RW0167	36	27.55	439	Lake Creek Interceptor 1	6.32	21.23	6447	21665	23%	77%
RW169	RW0168	36	27.55	337	Lake Creek Interceptor 1	6.32	21.23	6447	21665	23%	77%
LC093738	RW169	36	27.55	184	Lake Creek Interceptor 1	6.32	21.23	6447	21665	23%	77%
LC091738	LC093738	36	27.55	18	Lake Creek Interceptor 1	6.32	21.23	6447	21665	23%	77%
LC091	LC091738	36	20.25	403	Lake Creek Interceptor 2	4.15	16.10	4232	16431	20%	80%
LC092A	LC091	36	20.25	438	Lake Creek Interceptor 2	4.15	16.10	4232	16431	20%	80%
LC093	LC092A	36	20.25	468	Lake Creek Interceptor 2	4.15	16.10	4232	16431	20%	80%
LC094	LC093	36	20.25	314	Lake Creek Interceptor 2	4.15	16.10	4232	16431	20%	80%
LC095	LC094	36	19.08	305	Lake Creek Interceptor 2	4.15	14.93	4232	15238	22%	78%
LC0914A	LC095	36	19.08	299	Lake Creek Interceptor 2	4.15	14.93	4232	15238	22%	78%
LC093737	LC0914A	36	19.08	67	Lake Creek Interceptor 2	4.15	14.93	4232	15238	22%	78%
LC0917	LC093737	36	17.88	450	Lake Creek Interceptor 2	4.15	13.73	4232	14013	23%	77%
LC0918	LC0917	36	17.88	181	Lake Creek Interceptor 2	4.15	13.73	4232	14013	23%	77%
LC0919	LC0918	36	17.88	152	Lake Creek Interceptor 2	4.15	13.73	4232	14013	23%	77%
LC0920	LC0919	36	17.88	389	Lake Creek Interceptor 2	4.15	13.73	4232	14013	23%	77%
LC0923C	LC0920	36	16.13	95	Lake Creek Interceptor 2	4.15	11.98	4232	12227	26%	74%
LC0923B	LC0923C	36	16.13	109	Lake Creek Interceptor 2	4.15	11.98	4232	12227	26%	74%
LC0923A	LC0923B	36	16.13	115	Lake Creek Interceptor 2	4.15	11.98	4232	12227	26%	74%
LC0923	LC0923A	36	16.13	130	Lake Creek Interceptor 2	4.15	11.98	4232	12227	26%	74%
LC0924	LC0923	36	16.13	113	Lake Creek Interceptor 2	4.15	11.98	4232	12227	26%	74%
LC0925	LC0924	36	16.13	116	Lake Creek Interceptor 2	4.15	11.98	4232	12227	26%	74%

**Exhibit D**  
**Ownership of Capacity by Each City by Pipe Segment**

Start Node	Stop Node	Diameter (In)	Flow (Maximum) (MGD)	Length (ft)	Segment	COA Peak Wet Weather Flow (MGD)	CoRR Peak Wet Weather Flow (MGD)	COA LUEs	CoRR LUEs	COA Estimated Cost Participation (COA % Flow)	CoRR Estimated Cost Participation (CoRR % Flow)
LC0926A	LC0925	36	16.13	231	Lake Creek Interceptor 2	4.15	11.98	4232	12227	26%	74%
LC0926	LC0926A	36	16.13	20	Lake Creek Interceptor 2	4.15	11.98	4232	12227	26%	74%
LC0961	LC0926	30	16.13	259	Lake Creek Interceptor 2	4.15	11.98	4232	12227	26%	74%
LC0962	LC0961	30	16.13	318	Lake Creek Interceptor 2	4.15	11.98	4232	12227	26%	74%
LC0963	LC0962	30	16.13	268	Lake Creek Interceptor 2	4.15	11.98	4232	12227	26%	74%
LC0963	LC0963	30	16.13	104	Lake Creek Interceptor 2	4.15	11.98	4232	12227	26%	74%
LC0963A	LC0963	30	15.56	142	Lake Creek Interceptor 2	4.15	11.41	4232	11646	27%	73%
LC0964	LC0963A	30	15.56	13	Lake Creek Interceptor 2	4.15	11.41	4232	11646	27%	73%
LC0965	LC0964	30	15.56	480	Lake Creek Interceptor 2	4.15	11.41	4232	11646	27%	73%
LC153695	LC0965	24	8.77	288	Southwest Interceptor	4.15	4.62	4232	4717	47%	53%
LC163A	LC153695	24	8.77	195	Southwest Interceptor	4.15	4.62	4232	4717	47%	53%
LC151	LC163A	24	8.77	166	Southwest Interceptor	4.15	4.62	4232	4717	47%	53%
LC153711	LC151	24	7.16	184	Southwest Interceptor	4.15	3.01	4232	3074	58%	42%
LC153A	LC153711	24	7.17	180	Southwest Interceptor	4.15	3.02	4232	3084	58%	42%
LC154	LC153A	24	7.17	270	Southwest Interceptor	4.15	3.02	4232	3084	58%	42%
LC155	LC154	24	7.16	219	Southwest Interceptor	4.15	3.01	4232	3074	58%	42%
LC158	LC155	24	7.11	476	Southwest Interceptor	4.15	2.96	4232	3023	58%	42%
LC1510	LC158	18	7.11	372	Southwest Interceptor	4.15	2.96	4232	3023	58%	42%
LC1519	LC1510	18	7.11	45	Southwest Interceptor	4.15	2.96	4232	3023	58%	42%
LC1519A	LC1519	18	6.86	94	Southwest Interceptor	4.15	2.71	4232	2768	60%	40%
LC1520	LC1519A	18	6.86	480	Southwest Interceptor	4.15	2.71	4232	2768	60%	40%
LC1521	LC1520	18	6.86	80	Southwest Interceptor	4.15	2.71	4232	2768	60%	40%
LC1522	LC1521	18	6.86	20	Southwest Interceptor	4.15	2.71	4232	2768	60%	40%
LC1522A	LC1522	18	6.86	455	Southwest Interceptor	4.15	2.71	4232	2768	60%	40%
LC1523	LC1522A	18	6.86	40	Southwest Interceptor	4.15	2.71	4232	2768	60%	40%
LC1524	LC1523	18	6.86	81	Southwest Interceptor	4.15	2.71	4232	2768	60%	40%
LC1525	LC1524	18	6.86	543	Southwest Interceptor	4.15	2.71	4232	2768	60%	40%
LC1526	LC1525	18	6.86	322	Southwest Interceptor	4.15	2.71	4232	2768	60%	40%
LC1527	LC1526	18	6.86	268	Southwest Interceptor	4.15	2.71	4232	2768	60%	40%
LC1528	LC1527	18	6.86	106	Southwest Interceptor	4.15	2.71	4232	2768	60%	40%
LC153721	LC1528	18	6.86	37	Southwest Interceptor	4.15	2.71	4232	2768	60%	40%
LC15110	LC153721	18	5.58	192	Southwest Interceptor	4.15	1.43	4232	1462	74%	26%
LC15110A	LC15110	18	5.58	400	Southwest Interceptor	4.15	1.43	4232	1462	74%	26%
LC15110B	LC15110A	18	5.59	400	Southwest Interceptor	4.15	1.44	4232	1472	74%	26%
LC15111	LC15110B	18	5.59	287	Southwest Interceptor	4.15	1.44	4232	1472	74%	26%
LC15111A	LC15111	18	5.59	200	Southwest Interceptor	4.15	1.44	4232	1472	74%	26%
LC15112	LC15111A	18	5.59	111	Southwest Interceptor	4.15	1.44	4232	1472	74%	26%
LC15112A	LC15112	18	5.59	101	Southwest Interceptor	4.15	1.44	4232	1472	74%	26%
LC16128	LC15112A	18	5.61	100	Southwest Interceptor	4.15	1.46	4232	1493	74%	26%
LC16128A	LC16128	18	5.61	299	Southwest Interceptor	4.15	1.46	4232	1493	74%	26%
LC16128B	LC16128A	18	5.61	100	Southwest Interceptor	4.15	1.46	4232	1493	74%	26%
LC16128C	LC16128B	18	5.61	236	Southwest Interceptor	4.15	1.46	4232	1493	74%	26%
LC16127	LC16128C	18	5.61	236	Southwest Interceptor	4.15	1.46	4232	1493	74%	26%
LC1627A	LC16127	18	5.61	378	Southwest Interceptor	4.15	1.46	4232	1493	74%	26%
LC1627B	LC1627A	18	5.61	62	Southwest Interceptor	4.15	1.46	4232	1493	74%	26%
LC1627C	LC1627B	18	5.61	400	Southwest Interceptor	4.15	1.46	4232	1493	74%	26%
LC1627D	LC1627C	18	5.61	400	Southwest Interceptor	4.15	1.46	4232	1493	74%	26%
LC1627E	LC1627D	18	5.63	396	Southwest Interceptor	4.15	1.48	4232	1513	74%	26%

## Exhibit D

## Ownership of Capacity by Each City by Pipe Segment

Start Node	Stop Node	Diameter (in)	Flow (Maximum) (MGD)	Length (ft)	Segment	COA Peak Wet Weather Flow (MGD)	CoRR Peak Wet Weather Flow (MGD)	COA LUEs	CoRR LUEs	COA Estimated Cost Participation (COA % Flow)	CoRR Estimated Cost Participation (CoRR % Flow)
LC1627F	LC1627E	18	5.49	221	Southwest Interceptor	4.15	1.34	4232	1370	76%	24%
LC1627G	LC1627F	18	5.5	212	Southwest Interceptor	4.15	1.35	4232	1380	75%	25%
LC45010	LC1627G	18	5.5	390	Southwest Interceptor	4.15	1.35	4232	1380	75%	25%
LC45009	LC45010	18	5.5	117	Southwest Interceptor	4.15	1.35	4232	1380	75%	25%
LC453855	LC45009	18	5.5	326	Southwest Interceptor	4.15	1.35	4232	1380	75%	25%
LC45013	LC453855	18	5.51	413	Southwest Interceptor	4.15	1.36	4232	1391	75%	25%
LC45013A	LC45013	15	5.51	201	Southwest Interceptor	4.15	1.36	4232	1391	75%	25%
LC45013B	LC45013A	15	4.53	188	Southwest Interceptor	4.15	0.38	4232	391	92%	8%
LC45013C	LC45013B	15	4.55	291	Southwest Interceptor	4.15	0.40	4232	411	91%	9%
LC45013D	LC45013C	15	4.55	170	Southwest Interceptor	4.15	0.40	4232	411	91%	9%
LC45013E	LC45013D	15	4.55	222	Southwest Interceptor	4.15	0.40	4232	411	91%	9%
LC453879	LC45013E	15	4.55	407	Southwest Interceptor	4.15	0.40	4232	411	91%	9%
LC453878	LC453879	15	4.56	391	Southwest Interceptor	4.15	0.41	4232	421	91%	9%
LC45008B	LC453878	15	4.56	401	Southwest Interceptor	4.15	0.41	4232	421	91%	9%
LC453877	LC45008B	15	4.56	401	Southwest Interceptor	4.15	0.41	4232	421	91%	9%
LC453876	LC453877	15	4.57	199	Southwest Interceptor	4.15	0.42	4232	431	91%	9%
LC45008	LC453876	15	4.57	419	Southwest Interceptor	4.15	0.42	4232	431	91%	9%
LC453875	LC45008	15	4.57	519	Southwest Interceptor	4.15	0.42	4232	431	91%	9%
LC45007	LC453875	15	4.58	266	Southwest Interceptor	4.15	0.43	4232	442	91%	9%
LC45006	LC45007	15	4.59	133	Southwest Interceptor	4.15	0.44	4232	452	90%	10%
LC45005	LC45006	15	4.59	419	Southwest Interceptor	4.15	0.44	4232	452	90%	10%
LC45004	LC45005	15	4.59	133	Southwest Interceptor	4.15	0.44	4232	452	90%	10%
LC45003	LC45004	15	4.59	363	Southwest Interceptor	4.15	0.44	4232	452	90%	10%
LC45002	LC45003	15	4.58	323	Southwest Interceptor	4.15	0.43	4232	442	91%	9%
LC45001	LC45002	15	4.58	454	Southwest Interceptor	4.15	0.43	4232	442	91%	9%
LC099	LC091738	36	8.97	24	South Interceptor	2.17	6.80	2215	6938	24%	76%
LC098	LC099	36	8.97	25	South Interceptor	2.17	6.80	2215	6938	24%	76%
LC091737	LC098	24	8.97	183	South Interceptor	2.17	6.80	2215	6938	24%	76%
LC091736	LC091737	24	8.97	308	South Interceptor	2.17	6.80	2215	6938	24%	76%
RW0175	LC091736	24	7.22	171	South Interceptor	2.17	5.05	2215	5152	30%	70%
LC111	RW0175	24	7.22	151	South Interceptor	2.17	5.05	2215	5152	30%	70%
LC112	LC111	24	7.22	579	South Interceptor	2.17	5.05	2215	5152	30%	70%
LC111530	LC112	24	7.22	322	South Interceptor	2.17	5.05	2215	5152	30%	70%
LC113	LC111530	24	7.22	323	South Interceptor	2.17	5.05	2215	5152	30%	70%
LC114	LC113	24	7.22	316	South Interceptor	2.17	5.05	2215	5152	30%	70%
LC115	LC114	24	7.22	410	South Interceptor	2.17	5.05	2215	5152	30%	70%
LC116	LC115	24	7.22	530	South Interceptor	2.17	5.05	2215	5152	30%	70%
LC117	LC116	24	7.22	471	South Interceptor	2.17	5.05	2215	5152	30%	70%
LC118	LC117	24	7.22	617	South Interceptor	2.17	5.05	2215	5152	30%	70%
LC1110	LC118	24	7.22	387	South Interceptor	2.17	5.05	2215	5152	30%	70%
LC1110A	LC1110	24	5.42	298	South Interceptor	2.17	3.25	2215	3316	40%	60%
LC11116	LC1110A	24	5.42	257	South Interceptor	2.17	3.25	2215	3316	40%	60%
LC11117	LC11116	24	5.43	486	South Interceptor	2.17	3.26	2215	3326	40%	60%
LC11118	LC11117	24	4.93	140	South Interceptor	2.17	2.76	2215	2816	44%	56%
LC11119	LC11118	24	4.93	352	South Interceptor	2.17	2.76	2215	2816	44%	56%
LC11120	LC11119	24	4.93	426	South Interceptor	2.17	2.76	2215	2816	44%	56%
LC121079	LC11120	24	4.93	173	South Interceptor	2.17	2.76	2215	2816	44%	56%
LC11122	LC121079	24	4.93	345	South Interceptor	2.17	2.76	2215	2816	44%	56%

**Exhibit D**  
**Ownership of Capacity by Each City by Pipe Segment**

Start Node	Stop Node	Diameter (in)	Flow (Maximum) (MGD)	Length (ft)	Segment	COA Peak Wet Weather Flow (MGD)	CoRR Peak Wet Weather Flow (MGD)	COA LUEs	CoRR LUEs	COA Estimated Cost Participation (COA % Flow)	CoRR Estimated Cost Participation (CoRR % Flow)
LC1160	LC11122	24	4.93	370	South Interceptor	2.17	2.76	2215	2816	44%	56%
LC1161	LC1160	24	4.93	416	South Interceptor	2.17	2.76	2215	2816	44%	56%
LC1162	LC1161	24	4.93	240	South Interceptor	2.17	2.76	2215	2816	44%	56%
LC1163	LC1162	24	4.93	401	South Interceptor	2.17	2.76	2215	2816	44%	56%
LC1163A	LC1163	24	4.93	197	South Interceptor	2.17	2.76	2215	2816	44%	56%
LC1168A	LC1163A	24	4.93	235	South Interceptor	2.17	2.76	2215	2816	44%	56%
LC1169	LC1168A	24	4.93	345	South Interceptor	2.17	2.76	2215	2816	44%	56%
LC1169A	LC1169	24	4.93	146	South Interceptor	2.17	2.76	2215	2816	44%	56%
LC1175	LC1169A	24	4.93	147	South Interceptor	2.17	2.76	2215	2816	44%	56%
LC111572	LC1175	24	4.93	259	South Interceptor	2.17	2.76	2215	2816	44%	56%
LC11571	LC111572	24	4.07	280	South Interceptor	2.17	1.90	2215	1938	53%	47%
LC1177	LC11571	24	4.07	281	South Interceptor	2.17	1.90	2215	1938	53%	47%
LC1178	LC1177	24	4.07	545	South Interceptor	2.17	1.90	2215	1938	53%	47%
LC1179	LC1178	24	4.07	609	South Interceptor	2.17	1.90	2215	1938	53%	47%
LC1180	LC1179	24	4.07	265	South Interceptor	2.17	1.90	2215	1938	53%	47%
LC1181	LC1180	24	4.07	341	South Interceptor	2.17	1.90	2215	1938	53%	47%
LC1182	LC1181	24	4.07	425	South Interceptor	2.17	1.90	2215	1938	53%	47%
LC1182A	LC1182	24	3.61	344	South Interceptor	2.17	1.44	2215	1469	60%	40%
LC1183	LC1182A	24	3.61	345	South Interceptor	2.17	1.44	2215	1469	60%	40%
LC1185	LC1183	24	3.61	497	South Interceptor	2.17	1.44	2215	1469	60%	40%
LC1185A	LC1185	24	3.61	201	South Interceptor	2.17	1.44	2215	1469	60%	40%
LC1186	LC1185A	24	3.61	202	South Interceptor	2.17	1.44	2215	1469	60%	40%
LC1186A	LC1186	24	3.61	218	South Interceptor	2.17	1.44	2215	1469	60%	40%
LC1187	LC1186A	24	3.61	218	South Interceptor	2.17	1.44	2215	1469	60%	40%
LC1188	LC1187	21	3.61	377	South Interceptor	2.17	1.44	2215	1469	60%	40%
LC1189	LC1188	21	3.61	341	South Interceptor	2.17	1.44	2215	1469	60%	40%
LC1190	LC1189	21	3.61	444	South Interceptor	2.17	1.44	2215	1469	60%	40%
LC1195	LC1190	18	3.61	318	South Interceptor	2.17	1.44	2215	1469	60%	40%
LC1196	LC1195	18	3.61	291	South Interceptor	2.17	1.44	2215	1469	60%	40%
LC113379	LC1196	15	3.61	193	South Interceptor	2.17	1.44	2215	1469	60%	40%
LC1197	LC113379	15	3.61	193	South Interceptor	2.17	1.44	2215	1469	60%	40%
LC113382	LC1197	15	3.54	470	South Interceptor	2.17	1.37	2215	1397	61%	39%
LC113381	LC113382	15	3.54	97	South Interceptor	2.17	1.37	2215	1397	61%	39%
LC11108	LC113381	15	3.54	387	South Interceptor	2.17	1.37	2215	1397	61%	39%
LC11110	LC11108	15	3.54	421	South Interceptor	2.17	1.37	2215	1397	61%	39%
LC11111	LC11110	15	3.54	321	South Interceptor	2.17	1.37	2215	1397	61%	39%

### Capacity Reservations in Brushy Creek Regional Wastewater System

System Component			Cedar Park	Austin	Round Rock	Brushy Creek MUD	Fern Bluff MUD
Node	From	To					
Brushy Creek Interceptor - Upstream Collection System							
A	C1-30	C1-17	100.00%	0.00%	0.00%	0.00%	0.00%
B	C1-17	C2-31	100.00%	0.00%	0.00%	0.00%	0.00%
C	C2-31	C2-23	90.78%	9.22%	0.00%	0.00%	0.00%
D	C2-23	C2-16	90.90%	9.10%	0.00%	0.00%	0.00%
E	C2-16	C2-9	87.30%	12.70%	0.00%	0.00%	0.00%
F	C2-9	C2-1B	86.11%	13.89%	0.00%	0.00%	0.00%
G	C2-1B	C3-22	83.38%	16.62%	0.00%	0.00%	0.00%
H	C3-22	C3-18	87.16%	12.84%	0.00%	0.00%	0.00%
I	C3-18	C3-13	86.09%	12.68%	0.31%	0.00%	0.92%
J	C3-13	C3-1	82.66%	12.18%	1.25%	3.02%	0.89%
Brushy Creek Interceptor - Downstream Collection System							
K	C3-1	C20-28	72.73%	10.73%	11.40%	2.73%	2.41%
L	C20-28	C20-8	71.88%	10.60%	12.43%	2.70%	2.39%
M	C20-8	C21-1	45.23%	35.60%	12.02%	5.50%	1.64%
N	C21-1	C6-12A	40.27%	31.71%	21.09%	5.45%	1.48%
O	C6-12A	C6-1	38.84%	30.59%	23.86%	5.28%	1.43%
P	C6-1	C9-1	35.16%	27.73%	30.96%	4.83%	1.32%
Q	C9-1	C6A-21	34.17%	26.94%	32.91%	4.70%	1.28%
R	C6A-21	C6A-12	33.26%	26.25%	34.65%	4.59%	1.25%
S	C6A-12	C6A-1	32.61%	25.72%	35.93%	4.51%	1.23%
Onion Creek Interceptor			0.00%	0.00%	81.63%	18.37%	0.00%
Onion Creek Relief Interceptor			0.00%	0.00%	81.63%	18.37%	0.00%
Southwest Interceptor			0.00%	44.05%	55.95%	0.00%	0.00%
South Interceptor			0.00%	44.05%	55.95%	0.00%	0.00%
Lake Creek Interceptor			0.00%	44.05%	55.95%	0.00%	0.00%
Treatment Facilities							
Percent of Treatment Facilities Capacity			14.61%	3.43%	72.17%	7.55%	2.24%
Avg Daily Flow Capacity Through Treatment Facilities in MGD			3.58	0.84	17.68	1.85	0.55
Total Plant Capacity in MGD			24.50				

EXHIBIT

"F"

**RESOLUTION NO. R-2019-0324**

**WHEREAS**, the City of Round Rock desires to retain engineering services for the South Interceptor Manhole Rehabilitation Project, and

**WHEREAS**, CAS Consulting & Services, Inc. has submitted a Contract for Engineering Services to provide said services, and

**WHEREAS**, the City Council desires to enter into said contract with CAS Consulting & Services, Inc., Now Therefore

**BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROUND ROCK, TEXAS,**

That the Mayor is hereby authorized and directed to execute on behalf of the City a Contract for Engineering Services with CAS Consulting & Services, Inc. for the South Interceptor Manhole Rehabilitation Project, a copy of said contract being attached hereto as Exhibit "A" and incorporated herein for all purposes.

The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

**RESOLVED** this 8th day of August, 2019.

  
\_\_\_\_\_  
CRAIG MORGAN, Mayor  
City of Round Rock, Texas

ATTEST:

  
\_\_\_\_\_  
SARA L. WHITE, City Clerk





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

**FIRM:** CAS CONSULTING & SERVICES, INC. ("Engineer")  
**ADDRESS:** 7908 Cameron Road, Austin, TX 78754  
**PROJECT:** South Interceptor Manhole Rehabilitation

**THE STATE OF TEXAS**

§

**COUNTY OF WILLIAMSON**

§

§

THIS CONTRACT FOR ENGINEERING SERVICES ("Contract") is made and entered into on this the 04<sup>th</sup> day of August, 2019 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 Eighty-Seven Thousand Six Hundred Eighty and No/100 Dollars (\$87,680.00). 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:

Eddie Zapata  
Project Manager  
2008 Enterprise Drive  
Round Rock, TX 78664  
Telephone Number (512) 218-6605

Mobile Number (512) 801-2059  
Fax Number (512) 218-5536  
Email Address [ezapata@roundrocktexas.gov](mailto:ezapata@roundrocktexas.gov)

City's Designated Representative shall be authorized to act on City's behalf with respect to this Contract. City or City's Designated Representative shall render decisions in a timely manner pertaining to documents submitted by Engineer in order to avoid unreasonable delay in the orderly and sequential progress of Engineering Services.

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

Michael Meriwether, PE  
Project Manager  
7908 Cameron Road  
Austin, TX 78754  
Telephone Number (512) 222-1253  
Fax Number (512) 836-4515  
Email Address [Michael.Meriwether@casengineers.com](mailto:Michael.Meriwether@casengineers.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 indemnify, defend and hold harmless Engineer from all claims, damages, losses and expenses, including but not limited to attorneys fees, resulting therefrom.

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 federal, state 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) **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 harmless City and its officers and employees from all claims and liabilities due to activities of his/her/itself and his/her/its agents or employees, performed under this Contract, which are caused by or which result from the negligent error, omission, or negligent act of Engineer or of any person employed by Engineer or under Engineer's direction or control.

Engineer shall also save and hold City harmless from any and all expenses, including but not limited to reimbursement of reasonable attorney's fees which may be incurred by City in litigation or otherwise defending claims or liabilities which may be imposed on City as a result of 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 or any material change 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:

Michael Meriwether, PE  
Project Manager  
7908 Cameron Road  
Austin, TX 78754

### **ARTICLE 33**

### **GENERAL PROVISIONS**

(1) **Time is of the Essence.** 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.

(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.

CITY OF ROUND ROCK, TEXAS

By: \_\_\_\_\_

Craig Morgan, Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
Stephan L. Sheets, City Attorney

**ATTEST:**

By: \_\_\_\_\_

Sara L. White, City Clerk

CAS CONSULTING & SERVICES, INC.

By: \_\_\_\_\_

Signature of Principal

Printed Name: Jesse Penn, COO



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

1. Provide existing reports or data the City has on file concerning the project, if available.
2. Provide any available as-built plans for previous facility projects impacting the project.
3. Provide any available as-built plans for any utility lines that are near to, tie into or might affect the design of the project.
4. Provide any available utility, parcel and/or topographic mapping information of the project area.
5. Assist the Engineer, as necessary, in obtaining any required data and information from the State, County, neighboring Cities and/or other franchise utility companies.
6. Assist the Engineer by requiring appropriate utility companies to expose underground utilities within the right-of-way, when required.
7. Give prompt written notice to the Engineer whenever the City observes or otherwise becomes aware of any development that affects the scope of the Engineer's services.
8. Meet on an as needed basis to answer questions, provide guidance and offer comment.
9. Pay all fees associated with approvals and/or permits from entities when such approvals and/or permits are necessary as determined by the City.
10. Assist with property owner coordination for Right-of Entry.
11. Secure easements (using documents prepared by Engineer) as required for construction of improvements described in Engineer's final design plans.
12. Obtain necessary permits, including TxDOT permits, as required for performing work and installing water lines in the state right-of-way.
13. Pay for costs associated with newspaper public notice for bid advertisement.
14. Provide construction inspection and construction testing services including coordination and scope of services.
15. Review the Application for Payment and supporting documentation submitted by the Contractor.

## **EXHIBIT B**

### **Engineering Services**

The City of Round Rock has retained CAS to provide limited evaluation and manhole rehabilitation construction documents for approximately 55 manholes east of I35 and north of TX-45 in Round Rock, Texas. Up to two weeks of field work is assumed to review and document manhole conditions. CAS will prepare a basis of design memo and present rehabilitation recommendations for each manhole. The memo will identify manholes planned for cementitious repairs, fiberglass manhole liner inserts, or full replacement (if required). Full replacement design, including surveying, erosion control, and other services can be added to the scope as additional services if desired. The preferred method of rehabilitation is fiberglass manhole liner inserts. CAS will prepare construction documents (plans, specifications, opinion of probable cost (OPCC), and schedule).

#### **SCOPE OF WORK**

##### **Project Management**

1. **Project Controls and Reporting:** CAS will prepare monthly Project Summary Reports and submit with monthly invoice. For the five (5) month design phase duration, the reporting will include the following elements unless otherwise noted:
  - a) Project Budget Summary
  - b) Summary of Work Completed to Date
  - c) Upcoming Project ActivitiesItems a, b, and c to be included in the monthly email update.
2. **Design Meetings**
3. **Monthly Invoicing and Administration**

##### **Manhole Review & Rehabilitation Design**

The following specific tasks and deliverables will be prepared and submitted as part of 60%, 90%, and 100% deliverables:

1. One to two weeks of field work to review and document manhole conditions.
2. 60% Basis of Design Memo, OPCC, Sheet List, Specification List, Construction Schedule
3. TxDOT Utility Permit Support
4. 90% Plans, OPCC, Specifications, Construction Schedule
5. 100% Plans, OPCC, Specifications, Construction Schedule

##### **Bid Phase Services**

The following tasks are included for bid phase services:

1. Attendance at bid opening meeting.
2. Review bids for completeness with respect to the scopes of work for which CAS is responsible.

##### **Construction Phase Services**

The following tasks are included for construction phase services:

1. Attendance at monthly construction meetings (6).
2. Conduct two (2) site visits.
3. Review construction submittals for conformance with construction documents.



**Assumptions**

All submittals will be provided to the City of Round Rock digitally for reproduction. City of Round Rock staff will provide access, transportation, and staff for field work.

**CAS Scope excludes:**

- Survey
- Right of entry is not required (the project is accessible)
- Odor control services
- SUE/potholing services
- Full manhole replacement is not included in this scope of work
- Traffic control plan
- Payment application review
- Rights of entry
- Preparation of drawings and documents for any permits other than the TxDOT Utility Permit

**Fee**

See Exhibit D for the proposed lump sum fee schedule. Field work will be performed on a not-to-exceed time and materials basis. CAS appreciates the opportunity to work with the City of Round Rock on this project. Should you have any questions or need additional information please do not hesitate to contact our office.

**EXHIBIT C**  
**Work Schedule**

<b>Task</b>	<b>Duration</b>	<b>Completion Date</b>
Notice to Proceed	N/A	8/15/2019
Field Work	4 weeks	9/12/2019
60% Basis of Design Memo	3 weeks	10/3/2019
Review / Meeting	1 week	10/11/2019
90% Submittal	1 month	11/11/2019
Review / Meeting	2 weeks	11/25/2019
100% Submittal	4 weeks	12/20/2019
Advertise	1 month	2/3/2020
Bid & Award	2 months	4/3/2020
Construction	5 months	9/21/2020

# **Exhibit D** **Fee Schedule**

**Project Name: South Round Rock Interceptor Manhole Rehabilitation**

Task	Total Labor Hours	Total Loaded Labor Cost	Other Direct Costs	Subconsultants	TOTALS
Task 1: Project Management	18	\$2,140.00	\$0.00	\$0.00	\$2,140.00
Task 2: Design Services	568	\$72,780.00	\$0.00	\$0.00	\$72,780.00
Task 3: Bid Phase Services	26	\$3,860.00	\$0.00	\$0.00	\$3,860.00
Task 4: Construction Phase Services	62	\$8,900.00	\$0.00	\$0.00	\$8,900.00
<b>GRAND TOTAL:</b>	<b>674</b>	<b>\$87,680.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$87,680.00</b>