

EXHIBIT
"A"



**BRUSHY CREEK REGIONAL UTILITY AUTHORITY
CONTRACT FOR ENGINEERING SERVICES**

FIRM: WALKER PARTNERS (“Engineer”)
ADDRESS: 804 Las Cimas Parkway, Suite 150, Austin, TX 78746
PROJECT: Underwater Pipeline Replacement

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

THIS CONTRACT FOR ENGINEERING SERVICES (“Contract”) is made and entered into on this the ____ day of _____, 2022 by and between the BRUSHY CREEK REGIONAL UTILITY AUTHORITY, a Texas local government corporation, whose offices are located at 221 East Main Street, Round Rock, Texas 78664-5299, (hereinafter referred to as “BCRUA”), 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, BCRUA and Engineer desire to contract for such professional engineering services; and

WHEREAS, BCRUA 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 BCRUA SERVICES

BCRUA shall perform or provide services as identified in Exhibit A entitled “BCRUA 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 BCRUA 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 General 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 BCRUA shall have the right to terminate this Contract as set forth below in Article 20. So long as the BCRUA 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 BCRUA 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 BCRUA to proceed as provided in Article 7.

ARTICLE 4
COMPENSATION

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

The total compensation for the Underwater Pipeline Replacement Project shall be Two Hundred Seventy-Seven Thousand Six Hundred Forty-Five and No/100 Dollars (\$277,645.00) and be paid as follows: (1) a lump sum payment of Two Hundred Fourteen Thousand Eight Hundred Fifty-Five and No/100 Dollars (\$214,855.00) for services set forth in Exhibit D, excluding Task 7.0 – Land Acquisition; and (2) an amount not-to-exceed of Sixty-Two Thousand Seven Hundred Ninety and No/100 Dollars (\$62,790.00) for time and materials services for Task 7.0 – Land Acquisition set forth in Exhibit D.

(1) Lump Sum:

The lump sum payable under this Contract, without modification of the Contract as provided herein, is the sum of Two Hundred Fourteen Thousand Eight Hundred Fifty-Five and No/100 Dollars (\$214,855.00) as shown in Exhibit D, excluding Task 7.0 – Land Acquisition. The lump sum amount payable shall be revised equitably only by written Supplemental Contract in the event of a change in Engineering Services as authorized by BCRUA.

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

The fee herein referenced in this Section (1) may be adjusted for additional Engineering Services requested and performed only if approved by written Supplemental Contract.

(2) Time and Materials:

Engineer shall be paid on the basis of actual hours worked by employees performing work associated with this Contract for Task 7.0 – Land Acquisition, in accordance with the Fee Schedule attached hereto as Exhibit D. The maximum amount payable under this Contract for time and materials services is Sixty-Two Thousand Seven Hundred Ninety and No/100 Dollars (\$62,790.00). 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.

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 reference in this Section (2) 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 BCRUA, 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 BCRUA. This submittal shall also include a progress assessment report in a form acceptable to BCRUA.

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 BCRUA based upon Engineering Services actually provided and performed. Upon timely receipt and approval of each statement, BCRUA shall make a good faith effort to pay the amount which is due and payable within thirty (30) days. BCRUA reserves the right to withhold payment pending verification of satisfactory Engineering Services performed. Engineer has the responsibility to submit proof to BCRUA, 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 BCRUA 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 BCRUA 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 BCRUA 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 BCRUA in strict accordance with instructions, if any, on the purchase order, or this Contract or other such contractual agreement.

BCRUA 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 BCRUA has issued a written Notice to Proceed regarding such task. The BCRUA 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

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

Karen Bondy
General Manager
221 E. Main
Round Rock, TX 78664
Cell Number (512) 688-0475
Work Number (512) 215-9151
Email Address kbondy@bcrua.org

BCRUA's Designated Representative shall be authorized to act on BCRUA's behalf with respect to this Contract. BCRUA or BCRUA'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:

Aaron Archer, P.E.
Project Manager
6850 Austin Center Boulevard, Suite 150
Austin, TX 78731
Telephone Number (512) 382-0021
Email Address aarcher@walkerpartners.com

ARTICLE 9
PROGRESS EVALUATION

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

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

Engineer shall promptly advise BCRUA 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 BCRUA 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 BCRUA desire to suspend the Engineering Services, but not to terminate this Contract, then such suspension may be effected by BCRUA 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 BCRUA 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 BCRUA 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.

BCRUA assumes no liability for Engineering Services performed or costs incurred prior to the date authorized by BCRUA 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 BCRUA in writing. In the event BCRUA finds that such work does constitute extra work and exceeds the maximum amount payable, BCRUA 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. BCRUA 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 BCRUA 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 BCRUA. 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 BCRUA. 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 BCRUA 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 BCRUA. 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 BCRUA authorizes full execution of the written Supplemental Contract and authorization to proceed. BCRUA reserves the right to withhold payment pending verification of satisfactory Engineering Services performed.

ARTICLE 14
OWNERSHIP OF DOCUMENTS

All data, basic sketches, charts, calculations, plans, specifications, and other documents created or collected under the terms of this Contract are the exclusive property of BCRUA and shall be furnished to BCRUA upon request. All documents prepared by Engineer and all documents furnished to

Engineer by BCRUA shall be delivered to BCRUA upon completion or termination of this Contract. Engineer, at its own expense, may retain copies of such documents or any other data which it has furnished BCRUA under this Contract.

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 BCRUA, is incompetent or whose conduct becomes detrimental to the Engineering Services shall immediately be removed from association with the project when so instructed by BCRUA. 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 BCRUA. Engineer may not change the Project Manager without prior written consent of BCRUA.

ARTICLE 16
SUBCONTRACTING

Engineer shall not assign, subcontract or transfer any portion of the Engineering Services under this Contract without prior written approval from BCRUA. All subcontracts shall include the provisions required in this Contract and shall be approved as to form, in writing, by BCRUA 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

BCRUA, 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 BCRUA 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 BCRUA before any final report is issued. BCRUA'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 BCRUA, 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 BCRUA, 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 BCRUA 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, BCRUA 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 BCRUA 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 BCRUA terminates this Contract for fault on the part of Engineer, then BCRUA 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 BCRUA, the cost to BCRUA 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 BCRUA 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 BCRUA 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 BCRUA may

take over the project and prosecute the Engineering Services to completion. In such case, Engineer shall be liable to BCRUA for any additional and reasonable costs incurred by BCRUA.

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 BCRUA 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. BCRUA 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 BCRUA 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 BCRUA harmless from any and all expenses, including but not limited to reasonable attorneys fees which may be incurred by BCRUA in litigation or otherwise defending claims or liabilities which may be imposed on BCRUA 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. BCRUA 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 BCRUA 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, BCRUA 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 BCRUA. Engineer shall also notify BCRUA, 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. BCRUA 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) Each policy shall require that thirty (30) days prior to the expiration, cancellation, non-renewal or reduction in limits by endorsement a notice thereof shall be given to BCRUA by certified mail to:

BCRUA General Manager
221 East Main Street
Round Rock, TX 78664

- (b) The policy clause “Other Insurance” shall not apply to any insurance coverage currently held by BCRUA, to any such future coverage, or to BCRUA’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 BCRUA. Such Certificates of Insurance are evidenced as Exhibit E herein entitled “Certificates of Insurance.”

ARTICLE 27
COPYRIGHTS

BCRUA 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 BCRUA.

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 BCRUA and Engineer, shall be kept on a generally recognized accounting basis and shall be available to BCRUA or its authorized representatives at mutually convenient times. The BCRUA 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:

BCRUA:

Brushy Creek Regional Utility Authority
Attention: BCRUA General Manager
221 East Main Street
Round Rock, TX 78664

and to:

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

Engineer:

Aaron Archer, P.E.
Project Manager
6850 Austin Center Boulevard, Suite 150
Austin, TX 78731

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 BCRUA due to Engineer's negligent failure to perform BCRUA may accordingly withhold, to the extent of such damage, Engineer's payments hereunder without waiver of any of BCRUA's additional legal rights or remedies.

(2) Force Majeure. Neither BCRUA 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 BCRUA to enter into this Contract.

IN WITNESS WHEREOF, the BCRUA of Round Rock has caused this Contract to be signed in its corporate name by its duly authorized BCRUA 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.

BRUSHY CREEK REGIONAL UTILITY AUTHORITY

APPROVED AS TO FORM:

By: _____
Na’Cole Thompson, BCRUA President

Stephan L. Sheets, BCRUA Attorney

ATTEST:

By: _____
Rene Flores, BCRUA Secretary

WALKER PARTNERS

By: _____
Signature of Principal
Printed Name: Aaron Archer

LIST OF EXHIBITS ATTACHED

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

EXHIBIT A
BCRUA SERVICES

In addition to the other responsibilities of Owner as set forth in this Agreement, the Owner shall at its expense:

- A. Review and comment on all deliverables in a timely manner. Owner shall provide a single set of consolidated Owner review comments on all deliverables.
- B. Assist the ENGINEER in coordinating with cooperating jurisdictional and environmental permitting agencies as needed and issue payment for required reviews, approvals, permits and mitigation.
- C. Issue payment for participation in the Balcones Canyonland Conservation Plan and any other environmental mitigation.
- D. Issue payment for land acquisition costs, power service upgrades, and easements.
- E. Participate in project meetings, workshops, and conferences as described in the scope of services.
- F. Owner is responsible for posting meetings, notices and other technical materials on the Owner website. Owner is also responsible for the public notice of meetings for which public notice is required.
- G. Provide ENGINEER in a timely manner with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Owner shall require to be included in the Drawings and Specifications; and furnish copies of Owner's standard forms, conditions, and related documents for ENGINEER to include in the Bidding Documents, when applicable.
- H. Furnish to ENGINEER any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.
- I. Provide a location for storage of boring core boxes for the life of the project that is accessible to ENGINEER for photographing and testing. Core boxes shall also be made available for a contractor core show.
- J. Following ENGINEER'S assessment of initially-available Project information and data and upon ENGINEER'S request, furnish or otherwise make available in a timely manner such additional Project related information and data as is reasonably required to enable ENGINEER to complete its Basic and Additional Services.
- K. Give prompt written notice to ENGINEER whenever Owner observes or otherwise becomes aware of the presence at the Site (Owner water treatment plant and/or Owner floating intake facilities) of any Constituent of Concern, or of any other development that affects the scope or time of performance of ENGINEER'S services, or any defect or nonconformance in ENGINEER'S services, the Work, or in the performance of any Contractor.

- L. Authorize ENGINEER to provide Additional Services as set forth in this Agreement, as required.
- M. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by ENGINEER (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- N. Provide reviews of all permits that may be necessary for completion of each phase of the Project.
- O. Provide, as required for the Project:
 - 1) Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.
 - 2) Legal services with regard to issues pertaining to the Project as Owner requires or deems appropriate, Contractor raises, or ENGINEER reasonably requests, including but not limited to the review of Contract Documents supplied by ENGINEER.
 - 3) Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the moneys paid
 - 4) Placement and payment for advertisement for Bids in appropriate publications.
- P. Advise ENGINEER of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value Engineering, and constructability review.
- Q. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof.
- R. Provide ENGINEER with the findings and reports generated by the entities providing services to Owner pursuant to this paragraph.

EXHIBIT B
ENGINEERING SERVICES

GENERAL

The Project consists of final design of a parallel pipeline from the Phase 1A underwater pipe manifold to approximately STA 14+63. The proposed pipeline will replace a portion of the Phase 1A, Contract 2 underwater 36-inch diameter ductile iron pipeline that failed in December 2020. Bidding and construction phase services shall be provided as a supplemental amendment to this Agreement.

ASSUMPTIONS

- 1) The proposed pipeline will be 36-inch diameter Ductile Iron Pipe Size (DIPS) DR9 HDPE pipe.*
- 2) The proposed pipeline will connect to the existing underwater pipe manifold and extend to approximately STA 14+63.*
- 3) The existing underwater pipeline parallel to the proposed replacement pipeline will be abandoned in place.*
- 4) No modifications will be made to the existing raw water intake barge.*
- 5) Engineer shall prepare the construction contracts as competitive sealed proposals utilizing the City of Cedar Park Division 0 documents (proposal form, agreement general conditions, and supplemental conditions) and CSI MasterFormat specifications (6-digit, 50 division).*
- 6) Fees associated with title commitments, insurance, recording fees, and title curative will be paid by Owner.*
- 7) Fees charged by financial institutions to process lien releases of title escrow fees will be paid by Owner.*
- 8) Preparing to serve or serving as a consultant or witness for OWNER in any litigation, arbitration, condemnation proceedings, or other dispute resolution process related to the Project is not included.*
- 9) Draft and final deliverables shall be provided in electronic (PDF) format and 10 printed copies shall be provided to Owner for review and filing. Drawings shall generally be produced as bound sets of half-size (11 x 17) prints. Five bound sets of full-size prints of final bidding documents shall be produced.*
- 10) Engineer shall not be required to sign any documents, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such documents.*
- 11) It is recognized that neither Engineer nor the Owner has control over the cost of labor, materials or equipment; over the Contractor's methods of determining bid prices; or over competitive bidding, market or negotiating conditions. Accordingly, ENGINEER cannot and*

does not warrant or represent that bids or negotiated prices will not vary from the Owner's Project budget or from any opinion of construction cost or evaluation prepared or agreed to by Engineer.

BASIC SCOPE OF SERVICES

Task 1.0 - Project Management, Coordination, and Meetings

1.1 Project Administration.

- 1.1.1 Project Management Plan (PMP). Develop and document the following plans and procedures to coordinate administration of the contract: team communication, quality management, risk management, health and safety, document control, change management, and cost and schedule control.
- 1.1.2 Manage and coordinate staff resources, subconsultants, and project planning. Conduct weekly team coordination meetings by teleconference.
- 1.1.3 Prepare monthly invoices and project progress reports and updates for the Owner website portal. As a minimum, monthly progress reports shall include a summary description of tasks completed as of the report date, description of activities planned for the next 60 days, financial status of the project, status of schedule for project, and identification of technical or other issues which may have an impact to the overall project budget and/or schedule.
- 1.1.4 Provide and maintain a project schedule in MS Project format that is updated and submitted monthly with each invoice.
- 1.1.5 Facilitate document control and document sharing for electronic filing of documents. Develop and coordinate drawing and graphic standards.

- 1.2 **Project Meetings.** Attend monthly progress meetings with Owner for a total of 10 meetings. Participants include staff from Owner and ENGINEER, as well as key ENGINEER subconsultant staff. ENGINEER shall prepare meeting minutes and submit for review and comment within 10 days of each meeting.

Task 1.0 Deliverables

- *Monthly invoices and project progress reports*
- *Project schedule (submitted monthly)*
- *Monthly progress meeting agendas and minutes (8)*

Task 2.0 - 60 Percent Design Submittal. Prepare drawings and specifications at a 60 percent level of completion showing the scope, extent, and character of the work to be performed by or furnished by the Contractor.

- 2.1 Prepare construction drawings to a 60 percent level of completion. This level of completion shall advance the drawings to include the following: cover sheet, sheet index, general notes, abbreviations and symbols, overall site piping plan, connection plans, and plan and profiles.

- 2.2 Prepare specifications to a 60 percent level of completion. This level of completion shall generally include the following: table of contents, select front end documents, and specifications for work related to major project elements.
- 2.3 Prepare a 60 percent design opinion of probable construction costs (OPCC). Contingency shall be set at approximately 20 percent for total project costs. The 20 percent contingency is within the recommended contingency range for a Class 2 estimate based on the guidelines set forth by the American Association of Cost Engineers for a design with 30 to 75 percent project definition level.
- 2.4 Submit 60 percent design documents to Owner for review. Incorporate Owner comments into subsequent submittals and provide written responses to review comments.

Task 2.0 Deliverables

- *60 Percent Submittal (Drawings, Specifications, Opinion of Probable Construction Costs)*

Task 3.0 - 90 Percent Design Submittal. Prepare drawings and specifications at a 90 percent level of completion showing the scope, extent, and character of the work to be performed by or furnished by the Contractor.

- 3.1 Prepare construction drawings to a 90 percent level of completion. This level of completion is a set of bid-ready documents with the exception of minor comments related to final quality control, Owner review comments, and agency review comments.
- 3.2 Prepare specifications to a 90 percent level of completion. This level of completion is a set of all contract documents with the exception of minor comments related to final quality control, Owner review comments, and agency review comments.
- 3.3 Prepare a 90 percent design OPCC. Contingency shall be set at approximately 15 percent which is within the recommended contingency range for a Class 1 estimate based on the guidelines set forth by the American Association of Cost Engineers for a design with 65 to 100 percent project definition level.
- 3.4 Submit 90 percent design documents to Owner for review. Incorporate Owner comments into subsequent submittals and provide written responses to review comments.

Task 3.0 Deliverables

- *90 Percent Submittal (Drawings, Specifications, Opinion of Probable Construction Costs)*

Task 4.0 - Final Bidding Documents. Prepare final drawings and specifications sealed and signed by a Professional Engineer registered in the State of Texas and showing the scope, extent, and character of the work to be performed by or furnished by the Contractor.

- 4.1 Prepare and furnish final drawings and specifications with incorporated compliance comments and Owner signatures.
- 4.2 Prepare an OPCC based on the final documents. Contingency shall be set at approximately 15 percent which is within the recommended contingency range for a Class 1 estimate based on the guidelines set forth by the American Association of Cost Engineers for a design with 65 to 100 percent project definition level.

Task 4.0 Deliverables

- *Final Bidding Documents (Drawings and Project Manual)*
- *Final Opinion of Probable Construction Cost*

Task 5.0 - Special Services. Prepare deliverables for the following special services required to facilitate the design of the Project and development of bidding documents.

5.1 **Transient Evaluation.**

- 5.1.1 Review project documentation and extract design information to calculate friction factor and acoustic wave speed.
- 5.1.2 Modify the existing transient analysis computer model of the system to include the new underwater pipeline.
- 5.1.3 Establish hydraulic grade line elevations for the system under steady state operation and static conditions at the raw water intake barge for operation of the pumps under the Phase 1D conditions with the replacement pipeline in place.
- 5.1.4 Evaluate the results of the transient analysis simulations and determine whether additional surge control measures are required to protect the new underwater pipeline replacement and existing pipelines from adverse pressure transients created by the loss of power, planned shutdown and startup of the pumps at the raw water intake barge under Phase 1D.
- 5.1.5 If additional surge protection is deemed necessary, determine surge control alternatives for the system. The surge control measures shall be selected to ensure that the maximum pressures do not exceed the maximum allowable pressure for the new underwater pipeline replacement and existing pipelines and to eliminate the possibility of vapor cavity formation and large magnitude negative pressures following pump power failure, planned pump shutdown and pump startup when the raw water intake barge is operating under Phase 1D conditions. Design and incorporation of unidentified additional surge protection measures into the Contract Documents, if determined to be required in the transient analysis, shall be performed as an additional service.
- 5.1.6 The transient simulations shall be performed with and without the recommended additional surge control measures in place to demonstrate the effectiveness of the additional surge protection improvements. The results of the pressure surge analyses will be included in the TM.
- 5.1.7 If necessary, modify the recommendations for safely starting and stopping the pumps at the raw water intake barge. Provide the results of the pump start and stop simulations and the recommendations for safely starting and stopping the pumps at the raw water intake barge in the TM.
- 5.1.8 Summarize the physical facilities, component data (including schematic showing the transient model with the new pipeline installed), findings of the transient simulations, plots min and max HGL envelopes and pressure head traces, and

additional surge control recommendations (if necessary) in a TM. Movies of the relevant transient analysis simulations may be included in the TM. Submit to a Draft TM to Owner, address Owner review comments, and finalize the TM.

- 5.2 **Claim Support.** Provide information or assistance needed by Owner or Owner's legal counsel in the review of Phase 1A, Contract 2 construction documents. This effort does not include preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, or other dispute resolution process related to the Project.

Task 5.0 Deliverables

- *Transient Evaluation TM*

Task 6.0 - Agency and Stakeholder Coordination.

- 6.1 **Texas Commission on Environmental Quality (TCEQ).** Coordinate with TCEQ for permitting review of the project plans and specifications.
- 6.2 **Lower Colorado River Authority (LCRA).** Coordinate with LCRA for approval of the Project which is anticipated to require a Highland Watershed Ordinance Notification of No Permit based on communication with LCRA staff.
- 6.3 **United States Army Corps of Engineers (USACE).**
- 6.3.1 Review current project information, previous communication with USACE, and the existing NWP 3 (for maintenance and replacement of currently serviceable structures) and/or NWP 58 (linear non-gas liquid pipelines) for expected Project requirements under CWA Section 404. Discuss expectations with USACE with the goal of obtaining their verbal concurrence that PCN is not required for the Project. Provide results of this review and coordination the form of a brief technical memorandum.
- 6.3.2 If USACE identifies that the project requires PCN under NWP 3 or NWP 58, prepare a PCN for the Project. The PCN shall include a description of the project, determination of project impacts, cursory cultural resources and biological resources reviews, and an evaluation of the Project's avoidance and minimization of impacts. This does not include detailed cultural or biological surveys. Although the pipeline and anchors would collectively incur more than 1/10th acre of permanent impacts to the Lake Travis lake bottom, mitigation for these impacts is not anticipated. If this assumption is incorrect and a mitigation plan is required, this document will be prepared under a separate work order authorization.

Task 6.0 Deliverables

- *Stakeholder and regulatory permitting agency meeting minutes (as required)*
- *Applications for permits and approvals (as required)*

Task 7.0 - Land Acquisition. Acquisition of land rights from three private property owners with had previous acquisitions and one acquisition of land rights from LCRA.

- 7.1 **Land Acquisition Project Administration.**

- 7.1.1 Update and maintain property owner contract list.
- 7.1.2 Provide project administration including attending progress meetings with Owner, preparing invoices and status reports.
- 7.1.3 Maintain parcel/easement documents and transfer permanent records to Owner. Maintain records of payments to property owners and copies of correspondence and contacts with property owners.
- 7.1.4 Provide support to Owner for real estate inquiries.
- 7.2 **Appraisal Services.** If negotiations are unsuccessful, prepare an appraisal report for each parcel/easement to be acquired. Reports will conform to the Uniform Standards of Professional Appraisal Practice as promulgated by the Appraisal Foundation.
- 7.3 **Land Acquisition and Right of Way.**
 - 7.3.1 Research official public records to update ownership and provide vesting deeds to surveyor.
 - 7.3.2 Submit request for authorization to make offers.
 - 7.3.3 Prepare and send the letter transmitting the Landowner's Bill of Rights by Certified Mail-Return Receipt Requested (CMRRR).
 - 7.3.4 Prepare documents required on forms approved by Owner (i.e., the initial offer letter, memorandum of agreement, instruments of conveyance).
 - 7.3.5 Maintain follow-up contacts and secure the instruments necessary for the closing upon acceptance of the offer.
 - 7.3.6 Respond to property owner inquiries verbally or in writing within two business days.
 - 7.3.7 Cause the recordation of original instruments immediately after closing at the respective County Clerk's Office, except for donations, which must be forwarded to Owner for acceptance by the Owner Board prior to recording.
 - 7.3.8 If negotiations are unsuccessful, obtain an appraisal report and send a final offer package to property owners by CMRRR.
 - 7.3.9 Prepare and provide to Owner a memo requesting condemnation proceedings using information from the Title Commitment and other available sources to join interested parties.

Task 8.0 - Bid Phase Services. Assist Owner in advertising, obtaining, and evaluating proposals for the Work. Prequalifying prime contractors and subcontractors is not included in this effort. The Bidding Phase will be considered complete upon issuance of Notice-to-Proceed to the selected Contractor or upon cessation of negotiations with prospective contractors.

- 8.1 Assist Owner in advertising for and obtaining proposals for the Work and, where applicable, maintain a record of prospective proposers to whom Bidding Documents have been issued, conduct one Pre-Proposal Conference, and attend one site visit. Owner shall pay for advertisement of the Work and make the Contract Documents available on CIVCAST.
- 8.2 Respond to Proposer questions. Issue Addenda as appropriate to clarify, correct, or modify the Bidding Documents.

- 8.3 Evaluate and determine the acceptability of "or equals" and substitution of materials and equipment proposed by prospective proposers, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement documents) prior to award of the Contract for the Work.
- 8.4 Attend the Proposal opening, prepare Bid tabulation sheets, and assist Owner in evaluating Bids or proposals including Alternate Proposals. Review the information in the proposals and advise Owner regarding the interpretation of the information provided as it relates to the selection criteria. Provide reference checks on key personnel from the information provided in the proposal and review the qualifications of key personnel offered. Report findings of the review of proposals and investigations to the Owner's selection committee. Facilitate scoring of proposals by the selection committee and assist in determining which proposal appears to provide the best value to the Owner based on proposals received.
- 8.5 Prepare conformed bidding documents. Incorporate addenda modifications into the drawings and specifications. Assist Owner in assembling the final Contract for the Work for execution by Owner and successful Proposer. Prepare stamped Engineer's recommendation of award letter and bid tabulation analysis. Furnish up to ten printed copies of the conformed bidding documents, four of which shall be provided to the Contractor.
- 8.6 Attend Owner Board and individual City council meetings to present a recommendation of award of the construction contract.
- 8.7 Consult with Owner to review contractor's certificates of insurance and other required pre-NTP submittals for conformance with the requirements of the contract documents.

EXHIBIT C
WORK SCHEDULE

The assumed overall project schedule is approximately 10 months from notice-to-proceed based on 60%, 90%, 100% design, and bid phase durations of 3 months, 3 months, 1 months, and 3 months, respectively, and subject to regulatory agency approvals.

The schedule for easement acquisition is approximately six months from notice-to-proceed.

EXHIBIT D
FEE SCHEDULE

Total compensation for Basic Services set forth in Exhibit B is estimated to be \$277,645. OWNER shall pay ENGINEER for Basic Services Tasks 1.0 through 6.0 and 8.0 set forth in Exhibit B on the basis of Lump Sum as described in Paragraph 1.0. OWNER shall pay ENGINEER for Basic Services Tasks 7.0 set forth in Exhibit B on the basis of Standard Hourly Rates as described in Paragraph 2.0. ENGINEER'S labor and fee summaries are attached as Appendix 1.

- 1.0 OWNER shall pay ENGINEER for Basic Services Task 1.0 through 6.0 and 8.0 set forth in Exhibit B as follows:
- A. A Lump Sum amount of \$214,855 based on the following estimated distribution of compensation:

1. Task 1.0 – Project Management, Coordination, and Meetings	\$28,914
2. Task 2.0 through 4.0 – Design Phase	\$111,071
3. Task 5.0 – Special Services	\$31,446
4. Task 6.0 – Agency and Stakeholder Coordination	\$18,305
5. Task 8.0 – Bid Phase Services	\$25,120
 - B. The portion of the Lump Sum amount billed for ENGINEER'S services will be based upon ENGINEER'S estimate of the percentage of the total services actually completed during the billing period for each Task described in Paragraph 1.0.A.
 - C. ENGINEER may not alter the distribution of compensation between individual phases noted herein and shall not exceed the total Lump Sum amount unless approved in writing by the OWNER.
 - D. The Lump Sum includes compensation for ENGINEER'S services and services of ENGINEER'S Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, expenses, and Consultant charges.
- 2.0 OWNER shall pay ENGINEER for Basic Services Task 7.0 – Land Acquisition set forth in Exhibit B as follows:
- A. An amount equal to the cumulative hours charged to the Project by each class of ENGINEER'S personnel times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and ENGINEER'S Consultants' charges, if any.

- B. The Standard Hourly Rates charged by ENGINEER constitute full and complete compensation for ENGINEER'S services, including labor costs, overhead, and profit; the Standard Hourly Rates do not include Reimbursable Expenses or ENGINEER'S Consultants' charges.
- C. ENGINEER'S Standard Hourly Rates are attached to this Exhibit D as Appendix 2.
- D. The total compensation for services under Paragraph 2.0 is estimated to be \$62,790.
- E. ENGINEER may not alter the distribution of compensation between individual phases of the work noted herein and shall not exceed the total estimated compensation amount unless approved in writing by OWNER.
- F. The total estimated compensation for ENGINEER'S services included in the breakdown by phases as noted in Paragraph 2.0.D incorporates all labor, overhead, profit, Reimbursable Expenses, and ENGINEER'S Consultant's charges.
- G. If it becomes apparent to ENGINEER that the compensation amount for Engineer's services will be exceeded, ENGINEER shall give OWNER written notice thereof for review of the matter.
- H. The amounts billed for ENGINEER'S services under Paragraph 2.0 will be based on the cumulative hours charged to the Project during the billing period by each class of ENGINEER'S employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and ENGINEER'S Consultants' charges.
- I. The amounts payable to ENGINEER for Reimbursable Expenses will be the Project-related internal expenses actually incurred or allocated by ENGINEER multiplied by a factor of 5%.
- J. Whenever ENGINEER is entitled to compensation for the charges of ENGINEER'S Consultants, those charges shall be the amounts billed by ENGINEER'S Consultants to Engineer times a factor of 5%.

Brushy Creek Regional Utility Authority (BCRUA) Underwater Pipeline Replacement Project 1/10/2022 Detailed Cost Breakdown	Project Fee Summary	
	Basic Services (Tasks 1.0 - 4.0)	\$139,985
	Special Services (Tasks 5.0 - 8.0)	\$137,661
	Total Project	\$277,645

Basic and Special Services														
Task	Employee	Jenkins	Archer	Noack	Christensen	Yen	Gieseke	Campbell	Total Hours	Total Labor Effort	Total Expense Effort	Total Sub Effort	Total Effort	
	Position	Principal	Project Manager	QA/QC	Senior Process Engineer	Process EIT	CAD	Admin Support						
	Tasks ↑ Current Hourly Bill Rate ↓	\$295	\$295	\$275	\$260	\$115	\$175	\$85						
1.0	Project Management, Coordination and Meetings													
1.1	Project Administration	2	50			16		8	76	\$ 17,860	\$ 141	\$ -	\$ 18,001	
1.2	Project Meetings (10)		18		16			8	42	\$ 10,390	\$ 523	\$ -	\$ 10,913	
2.0	60 Percent Design Submittal													
2.3	Construction Drawings to 60 Percent Level	2	4	4	24	80	60		174	\$ 28,810	\$ 26	\$ -	\$ 28,836	
2.4	Specifications to 60 Percent Level			4	8	24			36	\$ 5,940	\$ 26	\$ -	\$ 5,966	
2.5	OPCC to 60 Percent Level		2	2	4	16			24	\$ 4,020	\$ -	\$ -	\$ 4,020	
2.6	60 Percent Submittal and Comment Recovery		2	1	4	12	8	4	31	\$ 5,025	\$ -	\$ -	\$ 5,025	
3.0	90 Percent Design Submittal													
3.1	Construction Drawings to 90 Percent Level	1	4	4	16	40	60		125	\$ 21,835	\$ 26	\$ -	\$ 21,861	
3.2	Specifications to 90 Percent Level	1	8	4	16	60			89	\$ 14,815	\$ 26	\$ -	\$ 14,841	
3.3	OPCC to 90 Percent Level	1	2	2	4	8			17	\$ 3,395	\$ -	\$ -	\$ 3,395	
3.4	90 Percent Submittal and Comment Recovery		2	1	2	8	4	4	21	\$ 3,345	\$ -	\$ -	\$ 3,345	
4.0	Final Bidding Documents													
4.1	Final Drawings and Specifications	1	4	4	16	40	40	4	109	\$ 18,675	\$ 26	\$ -	\$ 18,701	
4.2	Final OPCC	1	2	1	8	16			28	\$ 5,080	\$ -	\$ -	\$ 5,080	
5.0	Special Services													
5.1	Transient Evaluation		2	2	8				12	\$ 3,220	\$ -	\$ 24,686	\$ 27,906	
5.2	Claim Support		12						12	\$ 3,540	\$ -	\$ -	\$ 3,540	
6.0	Agency and Stakeholder Coordination													
6.1	TCEQ		1		4	8			13	\$ 2,255	\$ -	\$ -	\$ 2,255	
6.2	LCRA		4		8	16			28	\$ 5,100	\$ -	\$ -	\$ 5,100	
6.3	USACE		2		4	8			14	\$ 2,550	\$ -	\$ 8,400	\$ 10,950	
7.0	Land Acquisition													
										\$ -	\$ -	\$ 62,790	\$ 62,790	
8.0	Bid Phase Services													
8.1	Plan Issuance and Pre-Proposal		2		8	16		4	30	\$ 4,850	\$ 636	\$ -	\$ 5,486	
8.2	Respond to Proposer Questions		2	2	8	24	8		44	\$ 7,380	\$ -	\$ -	\$ 7,380	
8.3	Substitutions Evaluation			2	4				6	\$ 1,590	\$ -	\$ -	\$ 1,590	
8.4	Proposal Opening, Bid Tabulation, Proposal Review		2		8				10	\$ 2,670	\$ 111	\$ -	\$ 2,781	
8.5	Conformed Documents, Recommendation of Award		1		4	8	8		21	\$ 3,655	\$ 525	\$ -	\$ 4,180	
8.6	Board and Council Meetings		8						8	\$ 2,360	\$ 302	\$ -	\$ 2,662	
8.7	NTP Coordination				4				4	\$ 1,040	\$ -	\$ -	\$ 1,040	
Total Basic Services Hours		9	134	33	178	408	188	24	\$ 974	\$ 179,400	\$ 2,370	\$ 95,876	\$ 277,645	
Total Basic Services Labor Effort		\$ 2,655	\$ 39,530	\$ 9,075	\$ 46,280	\$ 46,920	\$ 32,900	\$ 2,040						

Brushy Creek Regional Utility Authority (BCRUA) Underwater Pipeline Replacement Project 1/10/2022 Detailed Cost Breakdown									Project Fee Summary	
									Basic Services (Tasks 1.0 - 4.0)	\$139,985
									Special Services (Tasks 5.0 - 8.0)	\$137,661
									Total Project	\$277,645
Task	Expenses	Miles	Meals	Printing	Hotel	Travel	Other	Other	Total Exp Effort	
1.0	Project Management, Coordination and Meetings	\$ 0.560	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00				
1.1	Project Administration	150		50					\$ 141	
1.2	Project Meetings (10)	800		50					\$ 523	
2.0	60 Percent Design Submittal									
2.3	Construction Drawings to 60 Percent Level			25					\$ 26	
2.4	Specifications to 60 Percent Level			25					\$ 26	
2.5	OPCC to 60 Percent Level								\$ -	
2.6	60 Percent Submittal and Comment Recovery								\$ -	
3.0	90 Percent Design Submittal									
3.1	Construction Drawings to 90 Percent Level			25					\$ 26	
3.2	Specifications to 90 Percent Level			25					\$ 26	
3.3	OPCC to 90 Percent Level								\$ -	
3.4	90 Percent Submittal and Comment Recovery								\$ -	
4.0	Final Bidding Documents									
4.1	Final Drawings and Specifications			25					\$ 26	
4.2	Final OPCC								\$ -	
5.0	Special Services									
5.1	Transient Evaluation								\$ -	
5.2	Claim Support								\$ -	
6.0	Agency and Stakeholder Coordination									
6.1	TCEQ								\$ -	
6.2	LCRA								\$ -	
6.3	USACE								\$ -	
7.0	Land Acquisition									
8.0	Bid Phase Services									
8.1	Plan Issuance and Pre-Proposal	100	50	500					\$ 636	
8.2	Respond to Proposer Questions								\$ -	
8.3	Substitutions Evaluation								\$ -	
8.4	Proposal Opening, Bid Tabulation, Proposal Review	100	50						\$ 111	
8.5	Conformed Documents, Recommendation of Award			500					\$ 525	
8.6	Board and Council Meetings	300	120						\$ 302	
8.7	NTP Coordination								\$ -	
Total Expenses Effort		\$ 853	\$ 231	\$ 1,286	\$ -	\$ -	\$ -	\$ -	\$ 2,370	

Brushy Creek Regional Utility Authority (BCRUA) Underwater Pipeline Replacement Project 1/10/2022 Detailed Cost Breakdown									Project Fee Summary	
									Basic Services (Tasks 1.0 - 4.0)	\$139,985
									Special Services (Tasks 5.0 - 8.0)	\$137,661
									Total Project	\$277,645
Task	Subconsultants	Cobb Fendley	NHC	SWCA					Total Sub Effort	
1.0	Project Management, Coordination and Meetings									
1.1	Project Administration								\$ -	
1.2	Project Meetings (10)								\$ -	
2.0	60 Percent Design Submittal									
2.3	Construction Drawings to 60 Percent Level								\$ -	
2.4	Specifications to 60 Percent Level								\$ -	
2.5	OPCC to 60 Percent Level								\$ -	
2.6	60 Percent Submittal and Comment Recovery								\$ -	
3.0	90 Percent Design Submittal									
3.1	Construction Drawings to 90 Percent Level								\$ -	
3.2	Specifications to 90 Percent Level								\$ -	
3.3	OPCC to 90 Percent Level								\$ -	
3.4	90 Percent Submittal and Comment Recovery								\$ -	
4.0	Final Bidding Documents									
4.1	Final Drawings and Specifications								\$ -	
4.2	Final OPCC								\$ -	
5.0	Special Services									
5.1	Transient Evaluation		23,510						\$ 24,686	
5.2	Claim Support									
6.0	Agency and Stakeholder Coordination									
6.1	TCEQ								\$ -	
6.2	LCRA								\$ -	
6.3	USACE			8,000					\$ 8,400	
7.0	Land Acquisition	59,800							\$ 62,790	
8.0	Bid Phase Services									
8.1	Plan Issuance and Pre-Proposal								\$ -	
8.2	Respond to Proposer Questions								\$ -	
8.3	Substitutions Evaluation								\$ -	
8.4	Proposal Opening, Bid Tabulation, Proposal Review								\$ -	
8.5	Conformed Documents, Recommendation of Award								\$ -	
8.6	Board and Council Meetings								\$ -	
8.7	NTP Coordination								\$ -	
Total Subconsultants Effort		\$ 62,790	\$ 24,686	\$ 8,400	\$ -	\$ -	\$ -	\$ -	\$ 95,876	

EXHIBIT E

Certificates of Insurance

Attached Behind This Page



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/17/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

PRODUCER: Ward & Moore Insurance Services, PO Box 179, Gatesville, TX 76528. CONTACT NAME: Chelsi Duncan, PHONE: (254) 865-8411, FAX: (A/C, No):, E-MAIL ADDRESS: cduncan@ward-moore.com. INSURER(S) AFFORDING COVERAGE: INSURER A: The Cincinnati Casualty Company (28665), INSURER B: Texas Mutual Insurance Company (22945), INSURER C: Beazley Insurance Company Inc. (37540).

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability (EPP 0266941), Automobile Liability (EBA 0266941), Umbrella Liability (EPP 0266941), Workers Compensation and Employers' Liability (0001226901), Professional & Pollution Liability (C11CD0211101).

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Project: Underwater Pipeline Replacement Project -Additional Insured endorsement for General Liability, Auto Liability & Umbrella Liability attached.

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER: Brushy Creek Regional Utility Authority, 221 E Main Street, Round Rock, TX 78664. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: [Signature]

**ADDITIONAL REMARKS SCHEDULE**

AGENCY Ward & Moore Insurance Services		NAMED INSURED Walker Partners, LLC 823 Washington Ave, Ste 100 Waco, TX 76701-1252 McLennan	
POLICY NUMBER SEE PAGE 1		EFFECTIVE DATE: SEE PAGE 1	
CARRIER SEE PAGE 1	NAIC CODE SEE P 1		

ADDITIONAL REMARKS

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

Description of Operations/Locations/Vehicles:
Engineers Professional & Pollution Liability - Policy #C11CD0211101
Limits:
\$5,000,000 Each Claim - Includes Claims Expenses
\$5,000,000 Aggregate - Includes Claims Expenses
\$100,000 Deductible Each Claim - Includes Claims Expenses