

EXHIBIT
"A"



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

FIRM: AECOM TECHNICAL SERVICES, INC. (“Engineer”)
ADDRESS: 13640 Briarwick Boulevard, Austin, TX 78729
PROJECT: Water Treatment Plant Miscellaneous Improvements

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

THIS CONTRACT FOR ENGINEERING SERVICES (“Contract”) is made and entered into on this the ___ day of _____, 2023 by and between the CITY OF ROUND ROCK, a Texas home-rule municipal corporation, whose offices are located at 221 East Main Street, Round Rock, Texas 78664-5299, (hereinafter referred to as “City”), and Engineer, and such Contract is for the purpose of contracting for professional engineering services.

RECITALS:

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

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

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

NOW, THEREFORE, WITNESSETH:

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

CONTRACT DOCUMENTS

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

ARTICLE 1 **CITY SERVICES**

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

ARTICLE 2 **ENGINEERING SERVICES**

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

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

ARTICLE 3 **CONTRACT TERM**

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

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

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

ARTICLE 4
COMPENSATION

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

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

The maximum amount payable under this Contract, without modification of this Contract as provided herein, is the sum of Two Hundred Fifty-Seven Thousand Four Hundred Ninety and No/100 Dollars, (\$257,490.00). 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:

Adam Levy, P.E.
Project Manager
3400 Sunrise Road
Round Rock, TX 78665
Telephone Number (512) 341-3394
Email Address alevy@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:

John N. Buser, P.E.
Associate Vice President
13640 Briarwick Boulevard
Austin, TX 78729
Telephone Number (512) 457-7701
Fax Number N/A
Email Address John.buser@aecom.com

ARTICLE 9

PROGRESS EVALUATION

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

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

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

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

ARTICLE 10
SUSPENSION

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

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

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

ARTICLE 11
ADDITIONAL ENGINEERING SERVICES

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

ARTICLE 12
CHANGES IN ENGINEERING SERVICES

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

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

ARTICLE 13
SUPPLEMENTAL CONTRACTS

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

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

ARTICLE 14
USE OF DOCUMENTS

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

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

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

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

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

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

ARTICLE 15
PERSONNEL, EQUIPMENT AND MATERIAL

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

ARTICLE 16
SUBCONTRACTING

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

ARTICLE 17
EVALUATION OF ENGINEERING SERVICES

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

ARTICLE 18
SUBMISSION OF REPORTS

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

ARTICLE 19
VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

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

ARTICLE 20
TERMINATION

This Contract may be terminated as set forth below.

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

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

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

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

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

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

ARTICLE 21

COMPLIANCE WITH LAWS

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

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

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

(3) In accordance with 2274, Texas Government Code, a governmental entity may not enter into a contract with a company with at least ten (10) full-time employees for value of at least One Hundred Thousand and No/100 Dollars (\$100,000.00) unless the contract has a provision in the contract verifying that it: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a

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

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

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

ARTICLE 22

INDEMNIFICATION

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

ARTICLE 23

ENGINEER'S RESPONSIBILITIES

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

ARTICLE 24

ENGINEER'S SEAL

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

ARTICLE 25
NON-COLLUSION, FINANCIAL INTEREST PROHIBITED

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

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

ARTICLE 26
INSURANCE

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

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

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

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

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

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

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

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

ARTICLE 27
COPYRIGHTS

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

ARTICLE 28
SUCCESSORS AND ASSIGNS

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

ARTICLE 29
SEVERABILITY

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

ARTICLE 30
PRIOR AGREEMENTS SUPERSEDED

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

ARTICLE 31
ENGINEER'S ACCOUNTING RECORDS

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

ARTICLE 32
NOTICES

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

City:

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

and to:

Stephanie L. Sandre
City Attorney
309 East Main Street
Round Rock, TX 78664

Engineer:

John N. Buser, P.E.
Associate Vice President
13640 Briarwick Boulevard
Austin, TX 78729

ARTICLE 33
GENERAL PROVISIONS

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

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

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

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

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

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

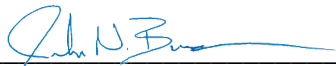
(6) Opinions and Determinations. Where the terms of this Contract provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or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

ARTICLE 34 **SIGNATORY WARRANTY**

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

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

AECOM TECHNICAL SERVICES, INC.

By:  _____
Signature of Principal
Printed Name: John N. Buser

CITY OF ROUND ROCK, TEXAS

APPROVED AS TO FORM:

By: _____
Craig Morgan, Mayor

Stephanie L. Sandre, City Attorney

ATTEST:

By: _____
Meagan Spinks, City Clerk

LIST OF EXHIBITS ATTACHED

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

EXHIBIT A

City Services

The City of Round Rock will furnish to the Engineer the following items/information:

- Designate a person to act as City's representative with respect to the services to be performed or furnished by the Engineer. This representation will have authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to engineering services.
- Provide all criteria and full information as to City's requirements for the Task, including as-builts, and any other information necessary.
- Assist Engineer by placing all available information pertinent to the Task, including previous reports and any other data relative to the ultimate project if available to the City and necessary for the Engineer to complete the task.

EXHIBIT B

Engineering Services

PROJECT BACKGROUND

The City of Round Rock owns and operates a water treatment plant, referred to herein as the Round Rock Water Treatment Plant (RRWTP), located at 5200 N. IH35 in Round Rock, Texas. The RRWTP can treat approximately 52 MGD of raw water from Lake Georgetown through three existing treatment plant phases, referenced as Phase III, Phase IV, and Phase V. Each treatment phase includes a rapid-mix section, followed by flocculation basins, sedimentation basins, filters, a combined disinfection basin, and ends at several large clearwells and pumping stations which distribute treated drinking water into the City's distribution system. Construction of the various Phases has spanned several years, beginning in 1996 and going through 2002. Additionally, multiple smaller improvement projects have been constructed on the RRWTP site over the years, providing miscellaneous improvements to various treatment, and piping components.

Currently, the RRWTP uses Alum and polymer chemical addition for coagulation during the treatment process and Chlorine Gas and Liquid Anhydrous Ammonia for disinfection and residual control. Due to the length of time and severity of service, several chemical feed lines, the Alum and polymer feed systems, various sample pipes, and other miscellaneous items have reached their useful life and are beginning to fail, causing maintenance issues throughout the treatment plant and process. The City of Round Rock has asked AECOM to review the condition of miscellaneous piping and equipment components and to develop a rehabilitation plan to replace failing components and systems within the three treatment trains of the treatment plant.

PROJECT DESCRIPTION

On February 28, 2023 AECOM and members of the City of Round Rock conducted a site visit at the RRWTP to identify components and systems associated with the chemical feed, sample lines, washdown water, and other miscellaneous components that are in need of repairs and/or replacement. Based on this site visit the following general areas require some level of rehabilitation:

- Raw and Settled Water sample lines from Phase III, IV, and V basins to the existing laboratory.
Raw Water sample line repairs from the main influent valve in the yard to the existing laboratory.
- A new Finished Water sample line from the combined filter effluent line to the existing laboratory.
A new Disinfected Water sample line from the existing Disinfection Basin to the existing laboratory.
- A new Finished Water sample line from the existing High Service Pump Stations to the existing laboratory.
Replacement of the chemical feed lines (Alum and Polymer) at the Phase III and IV treatment structures.
- Replacement of the chemical feed line (chlorine solution) and rotameter at the Phase V treatment structures.
Replacement of the bulk Alum fill and supply lines at the external Alum storage facility; including miscellaneous improvements to the piping, tanks, tank fill equipment, and minor monitoring system improvements.
- Replacement of the Alum feed system; including the day tanks piping, valves, and equipment including miscellaneous structural and instrumentation improvements inside the Phase III treatment building.
Replacement of the Polymer feed system; including piping, valves, equipment, and miscellaneous structural and instrumentation improvements inside the Phase III treatment building.
- Minor improvements within and adjacent to the existing laboratory to accommodate the new and existing sample lines and improvements to the laboratory water filtration system.
Replacement of the washdown water piping at the operating deck of the Phase V treatment facility.

- Replacement of mud valve operating stems and stem guides at the Phase V treatment facility.

Record information is available from the City of Round Rock for the existing facilities at the RRWTP and will be used as the basis for the development of rehabilitation and/or replacement plans for the piping and systems noted above. With the majority of these systems already in place, alternatives for pipe routing, material, and methods of chemical addition will not be reviewed and final design of the rehabilitation and/or replacement will move forward. It is anticipated that a complete set of construction plans will be developed to address repairs on the systems noted above, and those plans will be advertised for Bid and ultimate construction by a selected contractor. AECOM has been asked to provide Final Design and Bid Phase services for these improvements.

SCOPE OF WORK

The following paragraphs define the specific tasks associated with the Final Design and Bid Phase Services for the system and piping improvements described above.

Task 1: Project Management

1. Attend and conduct a project kick-off meeting with the Owner and other appropriate parties to review the scope of work, identify issues and challenges with the project, and establish the expectations for the project.
2. Attend routine progress meetings with the Owner and other appropriate parties to review the progress of the design phase. This task is based on the assumption that six (6) progress meetings will occur over the course of the design phase. Each meeting will be conducted virtually through Microsoft Teams and will require approximately four (4) manhours per meeting. Meeting Minutes will be produced and distributed to the appropriate parties. Milestone review meetings are separate from these meetings and are itemized elsewhere in this scope of work.
3. Prepare and submit monthly invoices and progress reports. The monthly reports will support the monthly billings. Progress Reports shall include a summary description of the tasks completed as of the progress report date and will be submitted with invoices on a monthly basis. This task is based on the assumption that monthly reports will be provided for the duration of the project, with each report and invoice requiring approximately two (2) manhours.

Task 2: Final Design

1. Collect and review available, existing data for the treatment plant, specifically the chemical feed and piping systems noted above, any underground piping and conduit, the existing electrical and instrumentation infrastructure, any survey information, and any geotechnical information. Items to review include record drawings, operation and maintenance manuals, instrumentation and control information, control narratives, etc. Identify any additional information which may be needed as a result of this review.
2. Identify and develop routing scenario for raw water and settled water sample lines and sample pumps, as needed from the Phase III, IV, and V water treatment facilities to the existing laboratory. It is anticipated that these lines will be routed within the concrete structures of the treatment facilities to the existing connection to the underground piping and thence to the existing laboratory connection. Additionally, review the installation of the existing laboratory water supply and determine the preferred location and size of the lab water processing unit. This task includes verifying the operational capacity of the existing line at the laboratory connection and includes one site visit to identify and verify pipeline routes and support needs.
3. Using the record information provided, conduct four (4) separate site visits to the RRWTP to inspect and confirm the record information and to develop repair and routing options for the various pipelines noted below. It is anticipated that each site visit will take two people approximately 8 hours to review and confirm the existing data, identify routing corridors, and identify possible replacement options.

4. Identify and develop routing scenarios for the Raw Water sample line, the Combined Effluent sample line, the Disinfected Water sample line, the Finished Water sample lines and sample pumps as needed, from the HSPS to the existing laboratory. These sample lines are located in the yard, and it is anticipated that there are no existing underground lines or routes to get the samples to the laboratory. This task includes identifying means to route the new piping into the existing laboratory. A redlined record drawing will be assembled to depict the proposed routing scenario.
5. Identify and develop routing scenarios and replacement options for the chemical feed piping within the treatment structures. It is anticipated that the Alum and Polymer chemical feed lines within Treatment Phases III and IV will be replaced. It is also anticipated that the Chlorine Solution chemical feed lines and rotameter within Treatment Phase V will be replaced. This task includes the identification of possible pipeline routes and support options within each of the treatment structures. A redlined record drawing will be assembled to depict the proposed routing scenario.
6. Identify and develop routing scenarios and replacement options for the Alum fill and supply lines at the external, bulk Alum storage facility. This task includes replacement options for piping and valves on the tank fill and drain lines as well as the addition of an external tank level sight gauge and miscellaneous electrical and I&C improvements to the monitoring instruments. It is anticipated that only the instruments and wiring between the instrument and the field panel will require repairs/replacement. A redlined record drawing will be assembled to depict the proposed routing scenario.
7. Identify and develop replacement options for the Alum chemical feed system within Treatment Phase III structure. Replacement options will include replacing the alum day tanks, the day tank fill lines, chemical feed pump suction and discharge lines, and miscellaneous repairs to the electrical and I&C facilities for the Alum feed system. In addition, protective coating and secondary containment options will be identified for use on concrete in the chemical feed area. This item does not include replacing the existing chemical feed pumps. A redlined record drawing will be assembled to depict the proposed routing scenario. Phasing of the construction will be determined during subsequent design phases (60%/90%).
8. Identify and develop replacement options for the Polymer chemical feed system within Treatment Phase III structure. Replacement options will include the chemical feed pump suction and discharge lines, miscellaneous repairs to the electrical and I&C facilities including replacement of the existing drum scales. A redlined record drawing will be assembled to depict the proposed routing scenario. Phasing of construction will be determined during subsequent design phases (60%/90%).
9. In addition to Item 8, review possible options for replacing and/or reconfiguring the polymer feed system in its entirety. Two alternatives will be reviewed and include: 1) reusing or replacing the existing fluoride feed tank with a polymer bulk tank that could feed polymer day tanks and 2) adding a lift to allow the current polymer drums to be lowered into the building or transitioning to totes all together. A short Technical Memorandum will be provided evaluating these two alternatives and will include an estimate of probable cost. In the event one of these two alternatives is selected for inclusion in the project, a separate proposal will be provided for consideration.
10. Identify and develop replacement options for the washdown water piping at the Treatment Phase III, IV, and V structures. Much of this piping was damaged during recent weather events despite being protected by insulation. This task includes a site visit to review the existing installation and develop routing and drain alternatives for the proposed piping. Much of the existing piping is located immediately above the water surface of the basins and a sequence of construction will be developed during subsequent design phases (60%/90%) to accommodate operations during the replacement. A redlined record drawing will be assembled to depict the proposed routing scenario.
11. Identify and develop replacement options for the existing mud valve operator stems and stem guides within the existing Treatment Phase V structure. It is assumed that the mud valves are in working order. There are over 40 stems to be replaced along with their associated stem guides. These stems are located within water-filled basins and a sequence of construction will be developed during subsequent design

phases (60%/90%) to accommodate operations during the replacement. A redlined record drawing will be assembled to depict the proposed location of the valves and a typical replacement detail.

12. Develop a 30% Engineers Opinion of Probable Construction Cost (EOPCC) for the improvements contemplated based on the site visits and the review of the record drawings.
13. Conduct a workshop with City of Round Rock to review and obtain comments about the proposed, conceptual routing and replacement options for each of the systems noted above. This is not a formal 30% design review meeting, rather it is intended to be a workshop where we would review the proposed routing and replacement concepts with the Owner and determine which ones can be implemented depending on adherence to the available budget. The basis for the 60% design documents will be agreed to at the conclusion of this workshop.
14. Develop the 60% Plans and the Technical Specifications Table of Contents describing the proposed improvements required to address the piping and system rehabilitation areas noted above. Plans will consist of civil, mechanical/piping, minor structural, and electrical and instrumentation improvements. It is anticipated that a single set of documents will be developed to provide the details necessary to repair or replace all of the system components noted above.
15. Develop a 60% Engineers Opinion of Probable Construction Cost (EOPCC) for the improvements shown in the plans.
16. Submit 60% Plans and EOPCC to the Owner for review and comment. After Owner has reviewed, conduct a 60% design workshop to obtain and discuss Owner's comments on the review package.
17. Based on the Owners comments, update the 60% Plans and EOPCC and develop the 90% Plans, Contract Documents, Technical Specifications, and EOPCC for the proposed improvements required to address the piping and system rehabilitation areas noted above. It is understood that the Owners Contract Documents will be used for this project but may be amended to allow a Competitive Sealed Proposal bid arrangement. Also, appropriate Owner Technical Specifications will be utilized when appropriate and available. It is anticipated that a single set of documents will be developed to provide the details necessary to repair or replace all of the system components noted above.
18. Submit the 90% Plans, Contract Documents, Technical Specifications, and EOPCC to the Owner for review and comment. After Owner has reviewed, conduct a 90% design workshop to obtain and discuss Owner's comments on the review package, identify appropriate equipment vendors, finalize a sequence of construction for each component, and develop restrictions to limit the Contractors use of the premises.
19. Based on Owner's comments, update and finalize the 100% Plans, Contract Documents, Technical Specifications, and EOPCC and submit signed and sealed package to Owner for approval and bid process. It is understood the permitting review will be conducted by Owner staff associated with previous reviews, and that the final plans will be used for both permitting and bidding purposes. It is anticipated that a single set of documents will be developed to provide the details necessary to repair or replace all of the system components noted above.

Task 3: Bid Phase Services

1. Assist the Owner in advertising the project for Bid. It is understood the Owner utilizes an electronic bid system, CiviCast USA, and that all bid documents will be provided to Owner for upload to the site in electronic, Adobe Acrobat (.pdf) format.
2. Attend a pre-bid conference and provide support to the Owner in describing the project and attending a pre-bid site visit with potential contractors.
3. Respond to questions during the Bid Phase and provide addenda to clarify responses, as needed. It is anticipated email responses to questions will be provided to the Owner for upload to the electronic bidding site, and that one (1) Addendum will be required.

4. Assist the Owner in reviewing, evaluating, and scoring the submitted Bid/CSP.
5. Prepare conformed construction Plans, Contract Documents, and Technical Specifications, incorporating all addenda and issue to selected construction contractor.

SPECIAL SERVICES

The Scope of Services and the budget presented herein do not include the following services. At such time that it is determined that these services may be required, AECOM will obtain authorization from the City of Round Rock prior to performing any work.

1. Construction Phase Services. It is anticipated that a separate proposal will be requested for this service after selection of the construction contractor.
2. Travel and subsistence required of AECOM and authorized by the Owner to points other than local governmental agencies, consultants, and project sites.
3. Expert witness testimony concerning the project or any of its elements.
4. Permitting services, including but not limited to the completion of any permit application for any regulatory agency.
5. Surveying services including control staking, establishing of benchmarks, confirmation of existing benchmarks, verification of construction installation, performance of any topographic survey, conducting a boundary survey, or conducting property boundary research.
6. Geotechnical services, including soil investigations, development of data reports and/or design memorandums, and construction materials testing. Existing geotechnical information will be used as much as possible for the design development. Construction materials testing is anticipated to be performed by others.
7. Design of an alternative polymer feed system to replace the existing feed system, as outlined in Item 9 above. If, based on the review of the Alternative Analysis Technical Memorandum, the City decides to pursue additional design of a replacement feed system, a separate proposal will be submitted for review.

DELIVERABLES

The following deliverables will be submitted within each phase of the work defined above:

1. Monthly Progress Reports and meeting minutes.
2. 30% Workshop Materials
3. Progress sets (60% / 90% / 100%) of the Plans, Contract Documents, Technical Specifications, and EOPCC.
4. Final Bid documents.
5. Bid evaluation and recommendation.

EXHIBIT C

Work Schedule

It is anticipated that the above scope of work for the Design Phase (Task2) will be completed within ten (10) months of the authorization to proceed. Task 3, Bid Phase services will be completed within two (2) months of completion and approval of the design documents.

EXHIBIT D

Fee Schedule

CITY OF ROUND ROCK

Round Rock Water Treatment Plant: Miscellaneous Improvements

AECOM Technical Services, Inc.

Labor Classifications	Principal	QA/QC	Project Manager	Sr. Engineer	Project Engineer	EIT	CADTech	Admin	
Billing Rate	\$ 335	\$ 270	\$ 270	\$ 245	\$ 145	\$ 125	\$ 150	\$ 100	

LABOR ESTIMATE

Task	Principal	QA/QC	Project Manager	Sr. Engineer	Project Engineer	EIT	CADTech	Admin	TOTAL	
TASK 1: PROJECT MANAGEMENT										
1	Attend Project Kickoff meeting			2	2				4	
2	Attend routine progress meetings (2x)			12	12				24	
3	Prepare and submit monthly invoices			12				12	24	
TASK 2: BASIS OF DESIGN										
1	Collect and review available, existing data			2	4		4		10	
2	Develop routing scenarios for raw water and settled water lines from Phase III, IV, and V to laboratory	1		4		8	24	8	45	
3	Conduct site visits (4) to inspect and confirm record information			32			32		64	
4	Develop routing scenarios for Raw water, combined effluent, disinfected water, and finished water sample lines within the yard	1		2		8	16	8	35	
5	Develop routing scenarios and replacement options for chemical feed piping within treatment structures	1		4		8	32	12	57	
6	Develop routing scenarios and replacement options for the bulk Alum storage facility	1		2	8		16	8	35	
7	Develop replacement options for the Alum chemical feed system within Phase III Treatment structure	1		4	8	8	32	12	65	
8	Develop replacement options for the polymer chemical feed system within Phase III Treatment structure	1		4	8	8	24	8	53	
9	Perform alternative analysis for changes to the polymer feed system and develop Tech Memo	1	1	4	8	8	32	8	4	66
10	Develop replacement options for washdown water piping at all treatment trains which was damaged as a result of the freeze		1	2	8		24	8	43	
11	Develop replacement options for the existing mud valve operator stems and stem guides within existing Treatment Train Phase V		1	1	4		16	8	30	
12	Develop a 30% EOPCC	1		2		8	16		27	
13	Conduct 30% Workshop with CORR and determine appropriate alternatives moving forward			4	4		4		2	14
14	Develop the 60% plans and Technical Specifications (TOC)	1	4	24	24	40	120	80	293	
15	Develop the 60% EOPCC	1		2		8	16		27	
16	Submit 60% progress submittal to CORR for review and comment. Conduct 60% review workshop to obtain and discuss comments	1		8	8		8		2	27
17	Update the 60% Plans, Specifications, and EOPCC to 90% addressing owner comments. Develop draft Contract Documents	1	4	24	24	24	80	80	237	
18	Submit the 90% Plans, Specifications, Contract Documents, and EOPCC to owner for review and comment. Conduct 90% review workshop to obtain and discuss comments.	1		8	8		8		2	27
19	Update and finalize the 100% Plans, Contract Documents, Specifications, and EOPCC and submit signed and sealed package to Owner for bidding.	1	4	24	24	24	80	80	237	
TASK 4: BID PHASE SERVICES										
1	Assist the Owner in advertising project for bid			2			4		6	
2	Attend Pre-bid conference and site visit			4	4		4		12	
3	Respond to questions; Issue 1 addendum		1	2	4	4	8	8	2	29
4	Assist owner in reviewing received bids	1		4	4		8		17	
5	Prepare conformed construction documents		1	4	4		8	8	2	27
TOTAL HOURS										
		9	23	199	170	156	616	336	26	1,535
TOTAL LABOR COSTS										
		\$3,015	\$6,210	\$53,730	\$41,650	\$22,620	\$77,000	\$50,400	\$2,600	\$257,225

OTHER DIRECT COSTS

ITEM	UNITS	QTY.	RATE	SUBTOTAL	MULT	TOTAL
Printing	LS	1	\$250	\$250	1.05	\$ 265
Total						\$265

TOTAL FEE ESTIMATE	\$257,490
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EXHIBIT E

Certificate of Insurance

Attached Behind This Page



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/25/2023

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

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


PRODUCER Marsh Risk & Insurance Services CA License #0437153 633 W. Fifth Street, Suite 1200 Los Angeles, CA 90071 Attn: LosAngeles.CertRequest@Marsh.Com CN101348564-Sign-GAUE-23-24	CONTACT NAME: Marsh Risk & Insurance Services PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: Newportbeach.CertRequest@marsh.com																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A :</td> <td>N/A</td> <td>N/A</td> </tr> <tr> <td>INSURER B :</td> <td>N/A</td> <td>N/A</td> </tr> <tr> <td>INSURER C :</td> <td>Illinois Union Insurance Co</td> <td>27960</td> </tr> <tr> <td>INSURER D :</td> <td>N/A</td> <td>N/A</td> </tr> <tr> <td>INSURER E :</td> <td></td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	N/A	N/A	INSURER B :	N/A	N/A	INSURER C :	Illinois Union Insurance Co	27960	INSURER D :	N/A	N/A	INSURER E :			INSURER F :	
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INSURER D :	N/A	N/A																			
INSURER E :																					
INSURER F :																					

COVERAGES **CERTIFICATE NUMBER:** LOS-002891220-02 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/>						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	ARCHITECTS & ENG. PROFESSIONAL LIAB.			EON G21654693 005 "CLAIMS MADE"	04/01/2023	04/01/2024	Per Claim/Agg \$1,000,000 Defense Included

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Round Rock Water Treatment Plant Miscellaneous Improvements Project

CERTIFICATE HOLDER City of Round Rock Utilities and Environmental Services Dept. 3400 Sunrise Road Round Rock, TX 78665	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 of Marsh Risk & Insurance Services 
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