



**EXHIBIT
"A"**

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

FIRM: TETRA TECH (“Engineer”)
ADDRESS: 8911 N. Capital of Texas Highway, Suite 2310, Austin, TX 78759
PROJECT: University Boulevard Waterline Extension

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

THIS CONTRACT FOR ENGINEERING SERVICES (“Contract”) is made and entered into on this the ___ day of _____, 2020 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 One Hundred Thirty-Five Thousand Four Hundred Eighty-Three and No/100 Dollars, (\$135,483.00). 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:

Jeff Bell
Project Manager
3400 Sunrise Road
Round Rock, TX 78665
Telephone Number (512) 218-7076

Mobile Number (512) 801-4461
Fax Number (512) 218-5536
Email Address jbelle@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:

Don Burger, P.E.
Project Manager
8911 N. Capital of Texas Highway, Suite 2310
Austin, TX 78759
Telephone Number (512) 338-1667
Mobile Number (210) 919-2553
Fax Number (512) 338-1331
Email Address don.burger@tetrattech.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 federal, state and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Contract, including without limitation, minimum/maximum salary and wage statutes and regulations, and licensing laws and regulations. Engineer shall furnish City with satisfactory proof of his/her/its compliance.

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

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

(3) As required by Chapter 2270, 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.

ARTICLE 22
INDEMNIFICATION

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

ARTICLE 23
ENGINEER'S RESPONSIBILITIES

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

ARTICLE 24
ENGINEER'S SEAL

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

ARTICLE 25
NON-COLLUSION, FINANCIAL INTEREST PROHIBITED

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

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

ARTICLE 26
INSURANCE

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

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

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

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

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

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

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

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

ARTICLE 27
COPYRIGHTS

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

ARTICLE 28
SUCCESSORS AND ASSIGNS

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

ARTICLE 29
SEVERABILITY

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

ARTICLE 30
PRIOR AGREEMENTS SUPERSEDED

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

ARTICLE 31
ENGINEER'S ACCOUNTING RECORDS

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

ARTICLE 32
NOTICES

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

City:

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

and to:

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

Engineer:

Don Burger, P.E.
Project Manager
8911 N. Capital of Texas Highway, Suite 2310
Austin, TX 78759

ARTICLE 33
GENERAL PROVISIONS

(1) Time is of the Essence. The Services shall be performed expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer. Engineer understands and agrees that time is of the essence and that any failure of Engineer to complete the Engineering Services for each phase of this Contract within the agreed Work Schedule may constitute a material breach of this Contract. Engineer shall be fully responsible for his/her/its delays or for failures to use his/her/its reasonable efforts in accordance with the terms of this Contract and the Engineer's standard of performance as defined herein. Where damage is caused to City due to Engineer's negligent failure to perform City may accordingly withhold, to the extent of such damage, Engineer's payments hereunder without waiver of any of City's additional legal rights or remedies. Any determination to withhold or set off shall be made in good faith and with written notice to Engineer provided, however, Engineer shall have fourteen (14) calendar days from receipt of the notice to submit a plan for cure reasonably acceptable to City.

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

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

This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

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

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

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

ARTICLE 34
SIGNATORY WARRANTY

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

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

[signature page follows]

CITY OF ROUND ROCK, TEXAS

APPROVED AS TO FORM:

By: _____
Craig Morgan, Mayor

Stephan L. Sheets, City Attorney

ATTEST:

By: _____
Sara L. White, City Clerk

TETRA TECH

By: Leslie Turner

Signature of Principal

Printed Name: Leslie Turner/Operations Manager

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

Attached Behind This Page

City Services

Round Rock will provide Tetra Tech with information and other services as required herein to facilitate the provision of Engineer's Services by Tetra Tech.

1.0 DATA

Round Rock will provide Tetra Tech with existing data regarding the project including all record drawings of water and wastewater facilities adjacent to the project, maps, right-of-way and easement documents,

1.1 DELIVERABLE REVIEW AND DECISIONS

Round Rock will provide a timely review of each of the project deliverables defined in the Engineer's Services within a reasonable time to avoid extending the project schedule.

1.1.1 Review Workshops

Round Rock will provide staff knowledgeable of the project and representatives of various departments potentially affected by the project to attend review workshops with Tetra Tech. Participation in the workshops is vital to the success of the project so that Tetra Tech has a solid understanding of Round Rock's goals, preferences, and decisions regarding the design and construction.

1.1.2 Review Comments

Round Rock will provide Tetra Tech with written review comments on deliverables and coordinate with Tetra Tech for resolution.

1.1.3 Decisions

Round Rock will not delay the project without adjustments to the schedule to make needed decisions regarding the design of the project as requested by Tetra Tech.

1.2 RECORD DRAWINGS

Round Rock will provide record drawings of existing water facilities in the vicinity of the project, especially for the 36-inch water main to which the new main will connect. Round Rock will also provide record drawings and plans for roadway improvements on University Blvd. and County Road 110.

1.3 UTILITY RECORDS

Round Rock will provide records of other utilities in University Blvd and County Road 110 that are currently in Round Rock's possession or that can be obtained through interagency or intergovernmental contacts. Utilities that have been granted assignments within these rights-of-way shall be disclosed.

1.4 TAX EXEMPTION CERTIFICATES

Round Rock will provide tax exempt certificates to Tetra Tech for all taxable goods and services provided by Tetra Tech and its subconsultants on the project. Specifically, a Tax Exempt Certificate is required for boundary

surveying. Round Rock will provide certificates for other items as requested by Tetra Tech and allowable under rules established by the Texas Comptroller.

2.0 SERVICES

2.1 RIGHT-OF-WAY ACQUISITION

Round Rock will provide right-of-way acquisition services through in-house or third parties to facilitate the acquisition of easements and right-of-way for the project. Tetra Tech will support the acquisition process as described in the Engineer's Services. Negotiation, title research, boundary surveying, title insurance and other services required to complete property acquisition will be provided by Round Rock.

2.2 INTERGOVERNMENTAL COORDINATION

Round Rock will provide coordination with various internal departments affected by the project as well as external governmental and quasi-governmental agencies that are affected by the project. Round Rock will facilitate input on the project design when appropriate from these parties and provide the input to Tetra Tech. Round Rock will collect needed data from these parties as requested by Tetra Tech to facilitate the design process.

2.3 PROPERTY OWNER COORDINATION

Round Rock will provide coordination with property owners affected by the project. When access to private property is required for surveying, geotechnical investigation, observation, photographs, construction or other purposes, Round Rock will procure the needed rights of entry, easements and rights of way as appropriate to the activity being performed by Tetra Tech and its subconsultants.

EXHIBIT B

Engineering Services

Attached Behind This Page

Engineering services

1.0 PRELIMINARY ENGINEERING (30% DESIGN)

Tetra Tech will provide schematic level design information for the project for Round Rock review prior to proceeding with more detailed design. The preliminary engineering effort will include preparation of 30% plans for the water main to address route issues, identify right-of-way needs, utility conflicts, drainage conflicts, pavement conflicts and other potential design hurdles. The 30% plans will be a plan view only that shows the proposed alignment with preliminary locations of major components including stubouts and the metering vault.

1.1 PROJECT MANAGEMENT

Tetra Tech will provide professional management of the project. The Project Manager will schedule resources, assign tasks, develop schedules, set deadlines, monitor costs and prepare invoices for the project. A Project Assistant will provide administrative and accounting services to facilitate management of the project. This task also includes coordination between the design team and the Round Rock project manager to provide updates and solicit input throughout the design process.

1.2 SURVEY

Tetra Tech will engage a Professional Land Surveyor to provide topographic surveys of the route including right-of-way location. Topographic surveying will use survey control monuments established for previous work along the project route. The coordinate values will be reconciled to NAD 83 Texas State Plane Coordinates, Central Zone 4203, US Survey Feet and NAVD 88 for vertical control datums. The Surveyor will design and establish primary and secondary control traverse as needed for boundary and topographic data gathering procedures. The Surveyor will perform differential level loops for installation of a benchmark system with marks located at strategic locations on an approximate 800 foot interval within the project limits. The Surveyor will collect spot elevations along the project route including the edges of pavement, back of curbs, driveways, visible utilities, drainage structures, centerline of roads, trees 8" and up (if any), any other hard surfaced improvements within the defined area, grade breaks, flowlines of watercourses, and other significant features relevant to the project (Manhole inverts, if any). The collected data will include spot elevations and breaklines sufficient to generate and/or merge to a 1 foot contour interval DTM for the project. The Surveyor will perform a "One Call" utility contact for marking of known underground utilities at any road crossings along the project route and attempt to locate the markings for depiction in the DTM file. The Surveyor will also locate geotechnical boreholes within the project limits.

The survey will also provide property boundary information. The Surveyor will perform sufficient research of the affected properties to reconstruct the existing boundary lines from record information. The Surveyor will prepare a property schematic generated from the record data for the total project and will include a list of property owners. The Surveyor will perform sufficient boundary surveying work for the project length to locate the record boundaries on the ground. The Surveyor will perform sufficient boundary analysis of the gathered field work to depict the reconstructed boundaries. The Surveyor will prepare metes and bounds descriptions with accompanying survey plats for 2 permanent easements along the project route. Temporary easements will be referenced as adjacent to and parallel with the described permanent easement. Any TCEs for material laydown or construction activities will be proposed on an "as-needed" basis as additional services. A proposal from the Surveying firm is attached for reference.

1.3 ROUTE ANALYSIS

Tetra Tech will make recommendations for right-of-way and land acquisition needs for an alignment on private property parallel to the University Blvd. right-of-way. The route analysis will offer recommendations for pipeline location within the easement and identify potential obstacles and conflicts with structures, utilities, fences and pavements. In addition, the analysis will review alternatives for locating the metering structure at the end of the pipeline.

1.4 DESIGN CONSTRAINTS

The 30% design will identify design constraints for the project. The analysis will include identification of regulatory issues with the Texas Commission on Environmental Quality (TCEQ), and local requirements for environmental controls during construction, traffic controls, permits required and coordination with other entities. Tetra Tech will analyze the need for lay-down areas, construction sequencing, project stormwater controls, traffic control, and other potential constraints on design and construction.

1.5 METERING STRUCTURE

The project is to include a flow metering structure at the end of the pipeline for the delivery of water to another utility. The flow metering structure needs to be piped to accurately meter the flow to the other utility for billing purposes with a Round Rock standard meter. It is anticipated that the metering structure will be below ground and housed in a vault per Round Rock standards. Tetra Tech will provide a site layout for the structure.

1.6 ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST

Tetra Tech will prepare an Engineer's Opinion of Probable Construction Cost (OPCC) using a unit price format consistent with Round Rock specifications and typical unit prices. The OPCC will be prepared in accordance with the AACE International guidelines for a Class 3 estimate.

1.7 DELIVERABLES

Tetra Tech will provide 30% design drawings showing the water main in plan view on half size (11-inch by 17-inch) sheets. The drawings will be provided in electronic Portable Document Format (PDF) transmitted electronically by email or Microsoft OneDrive via shared folders. A maximum of five paper copies will be provided if requested.

1.7.1 Drawing Scales

The drawings will be prepared for full size sheet plotting on 22-inch by 34-inch sheets. Full size scales will be one-inch equals 20-feet for full size plan views of the pipeline and structures. An overall plan view may be prepared at a full size scale of one-inch equals 100-feet.

1.8 QUALITY ASSURANCE

Tetra Tech will provide Quality Assurance and Quality Control services throughout the preliminary design phase of the project. Senior engineers experienced in the work will provide guidance to junior engineers at the beginning of the project when work tasks are assigned. The same engineer will be available for questions and other guidance as tasks are performed. The same senior engineer will review the work product of the junior engineers. Engineers performing calculations will have those calculations reviewed and checked by other engineers. A senior engineer, who is not involved in the project on a daily basis, will provide a review of all deliverables prior to submittal.

1.9 REVIEW

Following submittal of the 30% design drawings, Tetra Tech will schedule with Round Rock a review workshop to review the design, discuss issues and make decisions on which to base the next phase of design. Tetra Tech will collect comments from Round Rock and prepare a log of the comments and actions that result from each. Tetra Tech will also prepare minutes of the workshop for distribution to attendees to document discussions and decisions.

2.0 DESIGN DEVELOPMENT (60% DESIGN)

This phase of design includes the development of many of the remaining details. The route chosen in the Preliminary Engineering Phase will be further developed to include profile information, materials information, draft specifications, property acquisition exhibits, and permitting requirements. This task also includes coordination between the design team and the Round Rock project manager to provide updates and solicit input throughout the design process.

2.1 PROJECT MANAGEMENT

Tetra Tech will provide professional management of the project. The Project Manager will schedule resources, assign tasks, develop schedules, set deadlines, monitor costs and prepare invoices for the project. A Project Assistant will provide administrative and accounting services to facilitate management of the project.

2.2 GEOTECHNICAL INVESTIGATION

Tetra Tech will review existing geotechnical investigations made in close proximity to the project for design of the pipeline for a description of soils information to inform the design.

2.3 DESIGN DRAWINGS

Tetra Tech will prepare 60% design drawings with plan and profile to show the pipeline route and proposed depth of construction. The drawings will identify conflicts with existing structures, pavements and utilities with proposed resolutions for each. The drawings will include preliminary layouts of the metering system, piping and other components. A preliminary erosion and sedimentation control plan will also be included. Drawings anticipated include those listed in **Table 1**.

Table 1 - Design Development Sheets

| Sheet No. | Title | Sheet No. | Title |
|-----------|--|-----------|---|
| G-001 | Cover Sheet | G-002 | General Notes and Legend |
| G-003 | Overall Site Plan | C-001 | Erosion and Sedimentation Control |
| C-101 | Water Main Plan and Profile Sta. 10+00 to Sta 15+00 | C-102 | Water Main Plan and Profile Sta 15+00 to Sta 20+00 |
| C-103 | Water Main Plan and Profile Sta 20+00 to Sta 25+00 | C-104 | Water Main Plan and Profile Sta 25+00 to Sta 30+00 |
| C-105 | Water Main Plan and Profile Sta 30+00 to Sta 35+00 | C-106 | Water Main Plan and Profile Sta 35+00 to Sta 40+00 |

| Sheet No. | Title | Sheet No. | Title |
|-----------|---|-----------|---|
| C-107 | Water Main Plan and Profile Sta 40+00 to Sta 45+00 | C-108 | Water Main Plan and Profile Sta 45+00 to Sta 50+00 |
| C-109 | Water Main Plan and Profile Sta 50+00 to Sta 45+00 | C-201 | Metering Plan and Sections |
| C-202 | Metering Details | C-501 | Round Rock Standard Water Details |
| C-502 | Round Rock Standard Water Details | C-503 | Standard Civil Details |
| E-101 | Electrical Site Plan, One-Line Diagram, Panel Elevations | E-501 | Standard Electrical Details |

2.3.1 Drawing Scales

The drawings for 60% design will be prepared for full size plotting on 22-inch by 34-inch sheets. Full size scales for plan views of the pipeline will be at one-inch equals 20-feet and profile views will be at one-inch equals 20-feet horizontally and one-inch equals five-feet vertically. An overall plan view will be included at a full size scale of one-inch equals 100-feet. Structure plan views showing layout of the metering structure and connections will be drawn at a full size scale of one-inch equals 20-feet or larger scale if needed to show detail. Details for various components of the project will be drawn at architectural scales that are at least as large as 1/8-inch equals one-foot.

2.4 SPECIFICATIONS

Tetra Tech will review and evaluate the applicable sections of the Round Rock Standard Specifications as the sections apply to the work under design. Tetra Tech will provide supplementary specifications for any work not included in the Round Rock Standard Specifications. Tetra Tech will also, identify any modifications or deviations from the Round Rock Standard Specifications that might be needed because of special project conditions or to enhance some aspect of the project.

2.5 ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST

Tetra Tech will update the OPCC for the project based on information developed in the 60% phase of design. A more detailed quantity take off will be used to prepare the update to the OPCC in accordance with AACE International guidelines for a Class 2 estimate.

2.6 DELIVERABLES

Tetra Tech will provide a submittal of 60% design drawings and a project manual for review by Round Rock. The submittal will be provided in two separate PDF files electronically via email or Microsoft Onedrive. Up to five paper copies of the submittal will be printed and delivered if requested.

2.7 QUALITY ASSURANCE

Tetra Tech will provide Quality Assurance and Quality Control services throughout Design Development phase of the project. Engineers performing calculations will have those calculations reviewed and checked by other engineers. Senior engineers experienced in the work will provide guidance to junior engineers as various design tasks are performed. A senior engineer, who is not involved in the project on a daily basis, will provide a review of all deliverables prior to submittal.

2.8 REVIEW

Following submittal of the 60% design drawings and draft Project Manual, Tetra Tech will schedule with Round Rock a review workshop to review the design, discuss issues outstanding and make decisions on which to base the next phase of design. Tetra Tech will collect comments from Round Rock and prepare a log of the comments and actions that result from each. Tetra Tech will also prepare minutes of the workshop for distribution to attendees to document discussions and decisions.

3.0 FINAL DESIGN (100%)

This phase of design includes the finalization of project drawings and the project manual in preparation for the bidding phase of the project. The remaining issues and details of design will be resolved and the drawings and specifications will reflect the decisions made for resolution of same. This task also includes coordination between the design team and the Round Rock project manager to provide updates and solicit input throughout the design process.

3.1 PROJECT MANAGEMENT

Tetra Tech will provide professional management of the project. The Project Manager will schedule resources, assign tasks, develop schedules, set deadlines, monitor costs and prepare invoices for the project. A Project Assistant will provide administrative and accounting services to facilitate management of the project.

3.2 DESIGN DRAWINGS

Tetra Tech will prepare final design drawings with plan and profile to show the pipeline route and proposed depth of construction. The drawings will include design resolution of conflicts with existing structures, pavements and utilities. The drawings will include final plan views and details of the metering system, piping and other components. Drawings anticipated include those listed in **Table 2**.

Table 2 - Final Design Drawings

| Sheet No. | Title | Sheet No. | Title |
|-----------|--|-----------|--|
| G-001 | Cover Sheet | G-002 | General Notes and Legend |
| G-003 | Overall Site Plan with Construction staging and sequencing | C-001 | Erosion and Sedimentation Control Plan |
| C-002 | Storm Water Pollution Prevention Plan Sheet | C-003 | Erosion and Sedimentation Control Details |
| C-101 | Water Main Plan and Profile Sta. 10+00 to Sta 15+00 | C-102 | Water Main Plan and Profile Sta 15+00 to Sta 20+00 |
| C-103 | Water Main Plan and Profile Sta 20+00 to Sta 25+00 | C-104 | Water Main Plan and Profile Sta 25+00 to Sta 30+00 |
| C-105 | Water Main Plan and Profile Sta 30+00 to Sta 35+00 | C-106 | Water Main Plan and Profile Sta 35+00 to Sta 40+00 |
| C-107 | Water Main Plan and Profile Sta 40+00 to Sta 45+00 | C-108 | Water Main Plan and Profile Sta 45+00 to Sta 50+00 |

| Sheet No. | Title | Sheet No. | Title |
|-----------|---|-----------|---|
| C-109 | Water Main Plan and Profile Sta 50+00 to Sta 45+00 | C-201 | Metering Plan and Sections |
| C-202 | Metering Details | C-501 | Round Rock Standard Water Details |
| C-502 | Round Rock Standard Water Details | C-503 | Standard Civil Details |
| C-504 | Vault Details | C-505 | Concrete Flat Work Details |
| E-001 | Electrical Legend Sheet | E-101 | Electrical Site Plan, One-Line Diagram, Panel Elevations |
| E-501 | Standard Electrical Details | E-502 | Electrical Details |

3.2.1 Drawing Scales

The drawings for final design will be prepared for full size plotting on 22-inch by 34-inch sheets. Full size scales for plan views of the pipeline will be at one-inch equals 20-feet and profile views will be at one-inch equals 20-feet horizontally and one-inch equals five-feet vertically. An overall plan view will be included at a full size scale of one-inch equals 100-feet. Structure plan views showing layout of the metering structure and connections will be drawn at a full size scale of one-inch equals 20-feet or larger scale if needed to show detail. Details for various components of the project will be drawn at architectural scales that are at least as large as 1/8-inch equals one-foot.

3.3 PROJECT MANUAL

3.3.1 Specifications

Tetra Tech will review and evaluate the applicable sections of the Round Rock Standard Specifications as the sections apply to the work under design. Tetra Tech will provide supplementary specifications for any work not included in the Round Rock Standard Specifications. Tetra Tech will also, identify any modifications or deviations from the Round Rock Standard Specifications that might be needed because of special project conditions or to enhance some aspect of the project.

3.3.2 Bidding and Contract Documents

The Project Manual will be completed by the addition of contracting documents prepared by Round Rock. Tetra Tech will prepare an original bid form for inclusion in the contracting documents. The bid form will include unit price items for all of the work in the 100% design documents. The unit price items will be based on the Round Rock Standard Specifications. If unit price items are needed that are not included in the Round Rock Standard Specifications, Tetra Tech will add to the bid form and include technical specifications in the Project Manual with the appropriate descriptions of those unit price items.

3.4 TCEQ REVIEW

Tetra Tech will prepare a submittal package for a TCEQ plan review of the facilities required for approval of the interconnection with another water utility. The TCEQ plan review submittal will not be made until the 100% design deliverables are approved by Round Rock.

3.5 ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST

Tetra Tech will update the OPCC for the project based on information developed in the 100% phase of design. A detailed quantity take off will be used to prepare the update to the OPCC in accordance with AACE International guidelines for a Class 1 estimate using the unit price items included in the bid form.

3.6 DELIVERABLES

Tetra Tech will provide a submittal of 100% draft design drawings, Project Manual, and OPCC for review by Round Rock. The submittal will be provided in two separate PDF files electronically via email or Microsoft Onedrive. Up to five paper copies of the submittal will be printed and delivered if requested.

3.7 QUALITY ASSURANCE

Tetra Tech will provide Quality Assurance and Quality Control services throughout the final design phase of the project. Engineers performing calculations will have those calculations reviewed and checked by other engineers. Senior engineers experienced in the work will provide guidance to junior engineers throughout this phase of design. A senior engineer, who is not involved in the project on a daily basis, will provide a review of all deliverables prior to submittal.

3.8 REVIEW

Following submittal of the 100% design drawings, Project Manual and OPCC, Tetra Tech will schedule with Round Rock a review workshop to review the design and collect any final comments on the design from the city. Tetra Tech will prepare a log of the comments collected and actions that result from each. Tetra Tech will also prepare minutes of the workshop for distribution to attendees to document discussions.

3.9 FINAL DELIVERABLES

Tetra Tech will prepare final deliverables for the project after addressing the comments provided by Round Rock. The final set of deliverables will be properly signed and sealed by the appropriate design professionals and made ready for bidding and submittal to TCEQ. The final drawings, Project Manual and OPCC will be submitted to Round Rock in PDF format electronically via email or Microsoft Onedrive. This final submittal will be suitable for bidding.

4.0 BIDDING PHASE SERVICES

The bidding phase will be deemed to begin when the City of Round Rock posts the Final Deliverables for bidding with the appropriate advertisements. Tetra Tech will provide Engineer of Record services to support the City of Round Rock through the bidding phase. This task also includes coordination between the design team and the Round Rock project manager to provide updates and solicit input throughout the bidding process.

4.1 PROJECT MANAGEMENT

Tetra Tech will provide professional management of the project. The Project Manager will schedule resources, assign tasks, develop schedules, set deadlines, monitor costs and prepare invoices for the project. A Project Assistant will provide administrative and accounting services to facilitate management of the project.

4.2 BIDDER QUESTIONS AND ADDENDA

Tetra Tech understands that the project bid documents will be distributed on www.civcastusa.com, which includes a means for bidders and other interested parties to ask questions regarding the bidding documents. Tetra Tech will periodically during the bidding period review the site and answer the appropriate questions. Tetra Tech will advise Round Rock of the need for addenda based upon the questions received to clarify or amend the bidding documents. Tetra Tech will prepare the technical documents needed for such addenda and submit to Round Rock for inclusion in addenda issued on www.civcastusa.com.

4.3 PRE-BID CONFERENCE AND SITE VISIT

Tetra Tech generally recommends that project Owners conduct a pre-bid conference and site visit with prospective bidders, subcontractors and suppliers to allow all to have an opportunity to address the design team and view the site in person. If such a conference and/or site visit is scheduled by Round Rock, Tetra Tech will attend and support Round Rock in collecting questions presented by attendees and providing responses suitable for upload to www.civcastusa.com.

4.4 BID OPENING

A Tetra Tech representative will attend the bid opening for the project and collect information read aloud during the opening. Tetra Tech will assist Round Rock, if requested, during the bid opening by checking the completeness of each bid prior to its being read. After the bids are opened, Tetra Tech will create a tabulation of the bids to include the various unit price items and pricing provided by each bidder based on copies of the bids supplied to Tetra Tech.

4.5 RECOMMENDATION FOR AWARD

After preparing the bid tabulation, Tetra Tech will review the qualifications of the apparent low bidder and if needed the second low bidder in an effort to determine if the bidders are qualified to perform the work and to verify that bids are reasonable and appropriate to the work. If the low bidder is deemed sufficiently qualified to perform the work based upon the research performed by Tetra Tech, Tetra Tech will prepare a letter recommending that Round Rock award the contract to that bidder. If Tetra Tech finds concerns or a lack of qualifications regarding the low bidder, Tetra Tech will notify Round Rock of same and if approved by Round Rock begin investigating the qualifications of the second low bidder. After that investigation, Tetra Tech will provide a recommendation regarding the award of the contract or possible re-bidding to secure bids from qualified contractors.

5.0 CONSTRUCTION PHASE SERVICES

Construction Phase services will begin when the City of Round Rock has executed a contract with a successful bidder and scheduled a date for the work to proceed. Tetra Tech will support Round Rock by providing services typical of the Engineer of Record as described herein. This task also includes coordination between the design team and the Round Rock project manager to provide updates and solicit input throughout the construction process.

5.1 PROJECT MANAGEMENT

Tetra Tech will provide professional management of the project. The Project Manager will schedule resources, assign tasks, develop schedules, set deadlines, monitor costs and prepare invoices for the project. A Project Assistant will provide administrative and accounting services to facilitate management of the project.

5.2 PRECONSTRUCTION CONFERENCE

A knowledgeable representative of Tetra Tech will attend the preconstruction conference. The representative will take notes and prepare minutes of the conference for Round Rock and other attendees.

5.3 PROJECT SUBMITTALS

5.3.1 Conformed Documents

Tetra Tech will prepare a set of Conformed Drawings and Project Manual to reflect any changes made by addenda during the bidding process. The Conformed Drawings and Project Manual will be delivered to Round Rock and the Contractor in PDF format electronically by email or Microsoft Onedrive. Three full size sets of the drawings will be printed and delivered to Round Rock.

5.3.2 Shop Drawings and Product Data

Tetra Tech will review shop drawings and product data submittals for conformance to the Contract Documents and general suitability to the project. The reviews will not be exhaustive in nature and require that the Contractor be responsible for coordination of products, materials and fabrications. For this project, Tetra Tech anticipates up to 16 submittals of shop drawings and/or product data reviewed once with no more than four submittals requiring a second submittal. Additional reviews may require additional compensation.

5.3.3 Requests for Information and Interpretation (RFI's)

Tetra Tech will support Round Rock during construction by providing interpretations of the Contract Documents as requested by the Contractor. In addition, Tetra Tech will provide additional technical information requested by Contractor if Tetra Tech possesses that information. For this project, the scope of services anticipates no more than 10 RFIs.

5.3.4 Requests for Deviation (RFD's)

Requests for deviation will be reviewed by Tetra Tech and when appropriate approved. If approved, Tetra Tech will itemize the effect of the deviation on the quantities of Unit Price items and report the change to Round Rock. For this project, the scope of services anticipates no more than 6 RFDs.

5.4 FIELD SUPPORT SERVICES

5.4.1 Monthly Progress Meetings and Site Visits

A knowledgeable representative of Tetra Tech will attend each monthly progress meeting conducted during the construction of the project. Tetra Tech will take notes during the meetings and provide minutes of the meetings to be distributed to attendees.

Tetra Tech will make site visits that coincide with the Monthly Progress Meetings. The purpose of the site visits will be to observe the overall progress of construction, assist in resolving construction issues, and see that construction is generally in conformance with the Contract Documents. Site visits will be documented with photographs.

5.4.2 Substantial and Final Completion Inspections

Tetra Tech will attend a Substantial Completion Inspection to assist Round Rock in developing a punch list of items for the Contractor to complete. The inspection will seek to determine if Contractor is substantially complete

as claimed, the extent of remaining work to be performed, and if work completed generally conforms to the requirements of the Contract Documents. When Contractor notifies Round Rock that the punch list items are complete and the project is ready for a final inspection in preparation of the release of final payment, Tetra Tech will attend the Final Completion Inspection to verify that punch list items are complete, all work is complete, and that the work generally conforms to the Contract Documents.

After each inspection, Tetra Tech will provide Round Rock with a report including a list of punch list items that need to be corrected, if any, and photographs taken during the inspections.

5.5 RECORD DRAWINGS

Upon submittal by the Contractor of the Contractor's redline drawings made during construction, Tetra Tech will revise the conformed drawings to the construction records. These drawings will be stamped "Record Drawings" and delivered to Round Rock electronically in PDF format. In addition, Tetra Tech will provide the AutoCAD drawing files of the Record Drawings for Round Rock's records.



1504 Chisholm Trail Road
Suite 103
Round Rock, TX 78681
512-238-1200
512-238-1251 fax
TBPELS Firm Reg. No. 10059100

3 June 2020

Kenneth Nichols, P.E.
Tetra Tech
8911 N. Capital of Texas Highway, Suite 2310
Austin, TX 78759

RE: Engineering Design Surveying
Project: City of Round Rock – University Blvd 16 inch Waterline Extension

Mr. Nichols:

Inland Geodetics, LLC (Inland) is pleased to submit our proposal for professional land surveying services related to the above referenced project.

SCOPE OF SERVICES

Limits: A route survey 100 feet in width for approx. 4500 LF south of the southerly ROW of University Blvd beginning at junction with existing WL thence easterly to CR 110. There will be a widened area of topo at the SW quadrant of CR 110 with University Blvd for installation of a vault. This proposal is based on an email exhibit from Mr. Nichols dated 21 May 2020 and ensuing phone briefings. We have prepared the following scope of services and estimated fees for the required land surveying services.

Topographic Surveying

1. Inland understands that the City of Round Rock will secure ROE for surveying activities prior to NTP and provide Inland copies with any special instructions.
2. Inland will utilize survey control monuments established for previous work along the project route. The coordinate values will be reconciled to NAD 83 Texas State Plane Coordinates, Central Zone 4203, US Survey feet and NAVD 88 for vertical control datums.
3. Design and establish primary and secondary control traverse as needed for boundary and topographic data gathering procedures.
4. Inland will perform differential level loops for installation of a benchmark system and located at strategic locations on an approximate 800 foot interval within the project limits.
5. Collect spot elevations along the project route including edges of pavement, back of curbs, driveways, visible utilities, drainage structures, centerline of roads, trees 8" and up (if any), any other hard surfaced improvements within the defined area, grade breaks, flowlines of watercourses, and other significant features relevant to the project (MH inverts, if any). The collected data will include spot elevations and breaklines sufficient to generate and/or merge to a 1 foot contour interval DTM for the project.
6. Deliverables will include an Autocad 3D file with break-lines and associated XML file. A DTM file processed to 1.0 foot contours will be provided and the associated spot point data in ASCII format. A list of benchmarks and project control coordinates will be included.

7. Inland will perform a "One Call" utility contact for marking of known underground utilities at any road crossings along the project route and attempt to locate the markings for depiction in the DTM file. 811 does not locate on private property.
8. Inland will locate and process up to 5 geotechnical boreholes within the project limits. This proposal assumes a separate mission for collecting this information but is included in the field survey estimates.

The estimated T&M fee for topographic surveying is: **\$ 16,388.00**

Boundary Surveying

1. Inland will perform sufficient research of the affected properties to reconstruct the existing boundary lines from record information.
2. Inland will prepare a property schematic generated from record data for the total project and will include a list of property owners.
3. Inland will perform sufficient field boundary surveying work for the project length to locate the record boundaries developed in items 1 and 2 on the ground.
4. Inland will perform sufficient boundary analysis of the gathered field work to depict the reconstructed boundaries. Inland will prepare metes and bounds descriptions with accompanying survey plats for 2 permanent easements along the project route. This proposal assumes that Temporary Construction Easement will be referenced as adjacent to and parallel with the described permanent easement. Any TCEs for material laydown or construction activities will be proposed on an "as-needed" basis as additional services to this proposal.

The estimated T&M fee for Boundary surveying is: **\$ 9,004.00**

NOTE: This proposal understands that Tetra Tech will provide a VALID and CURRENT Tax Exempt Resale Certificate issued from the City of Round Rock for the purchase of taxable land surveying services as a component of their deliverables. A copy of this certificate will be forwarded to Inland Geodetics, LLC in lieu of incurring sales tax charges for the boundary surveying portion of this proposal.

Inland will begin work within one week of Notice to Proceed.

The estimated fee proposed above are based on personnel time required to perform the described Scope of Services. Additional time requirements resulting from project scope changes, route changes, plan revisions, field recovery of or discrepancies of control provided will be considered reasonable cause for us to seek additional compensation for services not included in these amounts.

Respectfully Submitted,



Steve Truesdale, RPLS, LSLs
Inland Geodetics, LLC
TBPLS Firm Registration # - 10059100

EXHIBIT C

Work Schedule

Attached Behind This Page

Work Schedule

1.0 PRELIMINARY ENGINEERING (30% DESIGN)

Preliminary Engineering deliverables will be submitted to Round Rock for review within 45 calendar days of issuance of notice to proceed by Round Rock.

The Preliminary Engineering review workshop will be scheduled as soon as practical after the submittal of deliverables. The workshop will be scheduled no sooner than 7 calendar days after submittal and no later than 21 calendar days after submittal.

Within 14 calendar days of receipt of all comments from Round Rock, Tetra Tech will provide the completed comment log including responses and descriptions of how comments will be addressed in the next phase of design.

2.0 DESIGN DEVELOPMENT (60% DESIGN)

Design Development deliverables will be submitted to Round Rock for review within 45 calendar days from receipt of all comments from Round Rock on the Preliminary Engineering deliverables and authorization by Round Rock to continue with Design Development.

The Design Development review workshop will be scheduled as soon as practical after the submittal of deliverables. The workshop will be scheduled no sooner than 7 calendar days after submittal and no later than 21 calendar days after submittal.

Within 7 calendar days of receipt of all comments from Round Rock, Tetra Tech will provide the completed comment log including responses and descriptions of how comments will be addressed in the next phase of design.

3.0 FINAL DESIGN (100% DESIGN)

Draft Final Design deliverables will be submitted to Round Rock for review within 45 calendar days from receipt of all comments from Round Rock on the Design Development deliverables and authorization by Round Rock to continue with Final Design.

The Final Design review workshop will be scheduled as soon as practical after the submittal of deliverables. The workshop will be scheduled no sooner than 7 calendar days after submittal and no later than 21 calendar days after submittal.

Within 14 calendar days of receipt of all comments from Round Rock, Tetra Tech will provide the revised Final Design deliverables, and completed comment log including responses and descriptions of how comments were addressed in the bidding documents.

4.0 BIDDING PHASE

Tetra Tech will support Round Rock during the bidding phase of the project. Tetra Tech will answer questions received at www.civcastUSA.com twice per week during the bidding phase of the project. Questions submitted less than five calendar days prior to the bid opening, may not be answered. Tetra Tech will issue addenda promptly as required to give the prospective bidders time to review prior to preparing their bids. No addenda will

be issued less than 48 hours prior to the bid opening unless Round Rock wishes to extend the bid opening to provide time for bidders to receive and review the addenda. For the purposes of estimating completion dates, Tetra Tech estimates that the bidding phase will take about 90 calendar days.

5.0 CONSTRUCTION PHASE

Tetra Tech's construction services anticipate a Contract Time for the Construction Contractor of about 180 calendar days. Tetra Tech will provide services during that construction scheduled as required. Submittal reviews will be processed on average within 10 calendar days of receipt. Tetra Tech's goal is to complete most submittal reviews within 7 calendar days of receipt. However, some submittals may be more complex and take more effort to review, thus these reviews will typically be completed within 21 days of receipt. RFIs and RFDs will be reviewed promptly and a response issued as quickly as possible. Again, Tetra Tech's goal is to respond to these within 7 calendar days, but more complex questions or deviations may require more effort and thus a longer time for a response. Some may require input from Round Rock prior to response. Tetra Tech's goal in providing services during construction is to be prompt to help the project move forward.

EXHIBIT D

Fee Schedule

Attached Behind This Page

Fee Schedule

Tetra Tech will provide the services described in Exhibit B Engineer's Services for the compensation proposed herein. Compensation will be provided on a Time and Materials basis invoiced in accordance with the following.

1.0 RATE SCHEDULE

Tetra Tech will base invoices for the time spent by various employees engaged in the project on the following hourly rate schedule. The rate schedule for the project includes hourly rates charged based upon the role in the project:

| Role | Hourly Rate |
|-------------------------|-------------|
| Senior Project Manager | \$ 250.00 |
| Project Manager | \$ 210.00 |
| Senior Project Engineer | \$ 225.00 |
| Project Engineer 1 | \$ 150.00 |
| Project Engineer 2 | \$ 175.00 |
| Engineer 1 | \$ 95.00 |
| Engineer 2 | \$ 120.00 |
| Engineer 3 | \$ 135.00 |
| CAD Technician | \$ 95.00 |
| CAD Designer | \$ 110.00 |
| Senior CAD Designer | \$ 135.00 |
| Project Assistant | \$ 75.00 |
| Project Administrator | \$ 95.00 |

2.0 EXPENSES

Project expenses including travel cost, mileage, printing, delivery fees and other direct expenses incurred by Tetra Tech in the performance of the work and for provision of deliverables will be reimbursed to Tetra Tech at the cost incurred plus a 15% markup.

3.0 SUBCONSULTANTS

Fees charged to Tetra Tech by subconsultants to Tetra Tech for services rendered on the project will be reimbursed by Round Rock at the cost invoiced to Tetra Tech plus a 15% markup for Tetra Tech's effort expended to engage the subconsultant, manage subconsultant, process invoices, and review work by subconsultant.

4.0 COMPENSATION LIMITS

4.1 TETRA TECH COMPENSATION

Unless authorized in writing by Round Rock, the maximum compensation for services invoiced under 1.0 and 2.0 above will not exceed the following:

| | |
|--|--------------|
| Design Phase including Preliminary Design, Design Development and Final Design: | \$ 68,317.00 |
| Bidding and Construction Phase Services: | \$ 37,965.00 |

4.2 SUBCONSULTANT SERVICES COMPENSATION

Unless authorized in writing by Round Rock, the maximum compensation for services invoiced under 3.0 above will not exceed the following

| | |
|---|--------------|
| Topographic and right-of-way surveying: | \$ 29,201.00 |
|---|--------------|

4.3 TOTAL COMPENSATION

The total compensation from 4.1 and 4.2 above is \$135,483.00 is the maximum amount to be invoiced for the scope of services included in Exhibit B without written amendment to the contract.

5.0 WORK BREAKDOWN STRUCTURE

See attached Price Proposal spreadsheet for the work breakdown used to estimate hours to determine the total compensation indicated above. The actual hours charged will differ from the hours shown to accommodate the needs of the project during the execution of the project. Other costs estimated on the project are also indicated and include subconsultants, travel, materials & equipment, and Other Direct Costs (ODCs). ODCs include printing, deliveries, postage, and other costs directly attributable to the project.

Price Proposal

University Blvd Water Main Extension

An extension of a 16-inch water main along University Blvd to CR 110, ending in a metering vault.

Submitted to: City of Round Rock (Attn: Jeff Bell)

Contract Type: T&M

| Project Phases / Tasks | | | | | | | Schedule | | Work Days Off | Work Days | Total Labor Hrs | Labor Plan | | | | | | | | Price Summary / Totals | | | | | |
|--|----------|----------|-----|----|-----|-----|-------------|---|---------------|-----------|-----------------|------------|------------|----|----------------------------|-----------------------------|----------------|--------|----------------|------------------------|---------------------|--------|--|--|--|
| | | | | | | | From | Thru | | | | Months | 8 Resource | | | | | | | | Task Pricing Totals | | | | |
| | | | | | | | Bill Rate > | 250.00 225.00 225.00 120.00 150.00 175.00 110.00 75.00 | | | | | | | | Specify Add'l Fees on Setup | | 0 | | | | | | | |
| | | | | | | | Proj Area > | Project Manager Sr. Project Engineer QA/QC Civil Civil Electrical CADD Administration | | | | | | | | Technology Use Fee | | | | | | | | | |
| | | | | | | | | | | | | | | | Total Price | | 135,483 | | | | | | | | |
| | | | | | | | | | | | | | | | Pricing by Resource | | | | | | | | | | |
| | | | | | | | | | | | | | | | Labor Rate Esc. | Labor | Subs | Travel | Mat'ls & Equip | ODCs | Task Pricing Totals | | | | |
| | | | | | | | | | | | | | | | 0.00% | 103,235 | 29,201 | 2,300 | - | 748 | 135,483 | | | | |
| Task 1 Preliminary Engineering (30% Design) | 07/01/20 | 09/05/20 | 2.1 | 5 | 43 | 130 | 12 | 11 | 8 | 12 | 23 | - | 56 | 8 | | 18,925 | 29,201 | 345 | - | 58 | 48,528 | | | | |
| Project Management | 07/01/20 | 09/05/20 | 2.1 | 5 | 43 | 8 | 4 | | | | | | | 4 | | 1,300 | | | | 58 | 1,358 | | | | |
| Surveying | 07/01/20 | 09/05/20 | 2.1 | 5 | 43 | - | | | | | | | | | | | 29,201 | | | | | 29,201 | | | |
| Route Analysis | 07/01/20 | 09/05/20 | 2.1 | 5 | 43 | 62 | | 2 | | 4 | 16 | | | 40 | | 7,730 | | 230 | | | | 7,960 | | | |
| Metering Structure | 07/01/20 | 09/05/20 | 2.1 | 5 | 43 | 20 | | 2 | | 4 | 2 | | | 12 | | 2,550 | | | | | | 2,550 | | | |
| OPCC | 07/01/20 | 09/05/20 | 2.1 | 5 | 43 | 10 | | 2 | | 4 | 4 | | | | | 1,530 | | | | | | 1,530 | | | |
| Deliverables | 07/01/20 | 09/05/20 | 2.1 | 5 | 43 | 8 | | 1 | | | 1 | | | 4 | 2 | 965 | | | | | | 965 | | | |
| QA/QC | 07/01/20 | 09/05/20 | 2.1 | 5 | 43 | 12 | 4 | | 8 | | | | | | | 2,800 | | | | | | 2,800 | | | |
| Review Workshop | 07/01/20 | 09/05/20 | 2.1 | 5 | 43 | 10 | 4 | 4 | | | | | | | 2 | 2,050 | | 115 | | | | 2,165 | | | |
| Task 2 Design Development (60% Design) | 09/06/20 | 11/10/20 | 2.1 | 5 | 42 | 164 | 13 | 17 | 8 | 26 | 23 | - | 64 | 13 | | 23,460 | - | 345 | - | 58 | 23,863 | | | | |
| Project Management | 09/06/20 | 11/10/20 | 2.1 | 5 | 42 | 8 | 4 | | | | | | | 4 | | 1,300 | | | | 58 | 1,358 | | | | |
| Design Drawings | 09/06/20 | 11/10/20 | 2.1 | 5 | 42 | 94 | | 4 | | 10 | 20 | | | 60 | | 11,700 | | 230 | | | | 11,930 | | | |
| Specifications | 09/06/20 | 11/10/20 | 2.1 | 5 | 42 | 20 | | 4 | | 12 | | | | 4 | | 2,640 | | | | | | 2,640 | | | |
| OPCC | 09/06/20 | 11/10/20 | 2.1 | 5 | 42 | 10 | | 4 | | 4 | 2 | | | | | 1,680 | | | | | | 1,680 | | | |
| Deliverables | 09/06/20 | 11/10/20 | 2.1 | 5 | 42 | 11 | 1 | 1 | | | 1 | | | 4 | 4 | 1,365 | | | | | | 1,365 | | | |
| QA/QC | 09/06/20 | 11/10/20 | 2.1 | 5 | 42 | 12 | 4 | | 8 | | | | | | | 2,800 | | | | | | 2,800 | | | |
| Review Workshop | 09/06/20 | 11/10/20 | 2.1 | 5 | 42 | 9 | 4 | 4 | | | | | | | 1 | 1,975 | | 115 | | | | 2,090 | | | |
| Task 3 Final Design (100% Design) | 11/11/20 | 01/15/21 | 2.1 | 5 | 42 | 172 | 16 | 16 | 8 | 26 | 25 | - | 68 | 13 | | 24,725 | - | 345 | - | 58 | 25,128 | | | | |
| Project Management | 11/11/20 | 01/15/21 | 2.1 | 5 | 42 | 8 | 4 | | | | | | | 4 | | 1,300 | | | | 58 | 1,358 | | | | |
| Design Drawings | 11/11/20 | 01/15/21 | 2.1 | 5 | 42 | 94 | | 4 | | 10 | 20 | | | 60 | | 11,700 | | 230 | | | | 11,930 | | | |
| Project Manual | 11/11/20 | 01/15/21 | 2.1 | 5 | 42 | 21 | 2 | 4 | - | 12 | - | - | - | 3 | | 3,065 | - | - | - | - | | 3,065 | | | |
| Specifications | 11/11/20 | 01/15/21 | 2.1 | 5 | 42 | 13 | 1 | 2 | | 8 | | | | 2 | | 1,810 | | | | | | 1,810 | | | |
| Bidding and Contract Documents | 11/11/20 | 01/15/21 | 2.1 | 5 | 42 | 8 | 1 | 2 | | 4 | | | | 1 | | 1,255 | | | | | | 1,255 | | | |
| TCEQ Submittal | 11/11/20 | 01/15/21 | 2.1 | 5 | 42 | 7 | | 1 | | 2 | | | | 2 | 2 | 835 | | | | | | 835 | | | |
| OPCC | 11/11/20 | 01/15/21 | 2.1 | 5 | 42 | 5 | | 1 | | 2 | 2 | | | | | 765 | | | | | | 765 | | | |
| Deliverables | 11/11/20 | 01/15/21 | 2.1 | 5 | 42 | 8 | 1 | 1 | | | 2 | | | 2 | 2 | 1,145 | | | | | | 1,145 | | | |
| QA/QC | 11/11/20 | 01/15/21 | 2.1 | 5 | 42 | 12 | 4 | | 8 | | | | | | | 2,800 | | | | | | 2,800 | | | |
| Review Workshop | 11/11/20 | 01/15/21 | 2.1 | 5 | 42 | 9 | 4 | 4 | | | | | | | 1 | 1,975 | | 115 | | | | 2,090 | | | |
| Final Deliverables | 01/16/21 | 01/29/21 | 0.4 | 1 | 9 | 8 | 1 | 1 | | | 1 | | | 1 | | 1,140 | | | | | | 1,140 | | | |
| Task 4 Bidding Phase | 01/30/21 | 04/29/21 | 2.9 | 7 | 57 | 38 | 5 | 10 | 2 | 16 | - | - | - | 5 | | 6,245 | - | 230 | - | 29 | 6,504 | | | | |
| Project Management | 01/30/21 | 04/29/21 | 2.9 | 7 | 57 | 4 | 2 | | | | | | | 2 | | 650 | | | | 29 | | 679 | | | |
| Bidder Questions and Addenda | 01/30/21 | 04/29/21 | 2.9 | 7 | 57 | 16 | | 4 | 2 | 8 | | | | 2 | | 2,460 | | | | | | 2,460 | | | |
| Pre-bid conference and site visit | 01/30/21 | 04/29/21 | 2.9 | 7 | 57 | 4 | 2 | 2 | | | | | | | | 950 | | 115 | | | | 1,065 | | | |
| Bid opening | 01/30/21 | 04/29/21 | 2.9 | 7 | 57 | 2 | | 2 | | | | | | | | 450 | | 115 | | | | 565 | | | |
| Recommendation for Award | 01/30/21 | 04/29/21 | 2.9 | 7 | 57 | 12 | 1 | 2 | | 8 | | | | 1 | | 1,735 | | | | | | 1,735 | | | |
| Task 5 Construction Phase | 04/30/21 | 10/26/21 | 5.8 | 13 | 115 | 185 | 33 | 38 | 4 | 58 | 12 | - | 12 | 28 | | 29,880 | - | 1,035 | - | 546 | 31,461 | | | | |
| Project Management | 04/30/21 | 10/26/21 | 5.8 | 13 | 115 | 12 | 6 | | | | | | | 6 | | 1,950 | | | | 173 | | 2,123 | | | |
| Preconstruction Conference | 04/30/21 | 10/26/21 | 5.8 | 13 | 115 | 6 | 2 | 2 | | | | | | 2 | | 1,100 | | 115 | | | | 1,215 | | | |
| Conformed Documents | 04/30/21 | 10/26/21 | 5.8 | 13 | 115 | 9 | | 1 | | 2 | 2 | | | 4 | | 1,205 | | | | 374 | | 1,579 | | | |
| Project Submittals | 04/30/21 | 10/26/21 | 5.8 | 13 | 115 | 72 | - | 14 | 4 | 40 | - | - | - | 14 | | 9,900 | - | - | - | - | | 9,900 | | | |
| Shop Drawings and Product Data | 04/30/21 | 10/26/21 | 5.8 | 13 | 115 | 40 | | 8 | 4 | 20 | | | | 8 | | 5,700 | | | | | | 5,700 | | | |
| RFIs | 04/30/21 | 10/26/21 | 5.8 | 13 | 115 | 20 | | 4 | | 12 | | | | 4 | | 2,640 | | | | | | 2,640 | | | |

EXHIBIT E

Certificates of Insurance

Attached Behind This Page



ZURICH[®]

Additional Insured – Owners, Lessees Or Contractors – Ongoing Operations – Scheduled

| Policy No. | Eff. Date of Pol. | Exp. Date of Pol. | Eff. Date of End. | Producer No. | Add'l. Prem | Return Prem. |
|----------------|-------------------|-------------------|-------------------|--------------|-------------|--------------|
| GLO 1817406-01 | 10/01/2019 | 10/01/2020 | 10/01/2019 | 75272000 | N/A | N/A |

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

SCHEDULE

| Name of Person or Organization: | Location and Description of Ongoing Operations: | Additional Premium: |
|---|--|----------------------------|
| Any person or organization to whom or to which you are required to provide additional insured status in a written contract or written agreement executed prior to the loss, except where such contract or agreement is prohibited by law. | Any location or project, other than a wrap-up or other consolidated insurance program location or project for which insurance is otherwise separately provided to you by a wrap-up or other consolidate insurance program. | N/A |

A. Section II – Who Is An Insured is amended to include as an insured any person or organization shown in the Schedule of this endorsement, but only with respect to liability arising out of your ongoing operations performed for that insured at or from the corresponding location designated and described in the Schedule.

However, if you have entered into a construction contract with an additional insured person or organization shown in the Schedule of this endorsement, the insurance afforded to such additional insured only applies to the extent permitted by law.

B. With respect to the insurance afforded to any additional insured shown in the Schedule of this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

All other terms and conditions of this policy remain unchanged.



ZURICH®

Additional Insured – Owners, Lessees Or Contractors – Completed Operations – Scheduled

| Policy No. | Eff. Date of Pol. | Exp. Date of Pol. | Eff. Date of End. | Producer No. | Add'l. Prem | Return Prem. |
|----------------|-------------------|-------------------|-------------------|--------------|-------------|--------------|
| GLO 1817406-01 | 10/01/2019 | 10/01/2020 | 10/01/2019 | 75272000 | N/A | N/A |

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

SCHEDULE

| Name of Person or Organization: | Location and Description of Completed Operations: | Additional Premium: |
|---|--|---------------------|
| Any person or organization to whom or to which you are required to provide additional insured status in a written contract or written agreement executed prior to the loss, except where such contract or agreement is prohibited by law. | Any location or project, other than a wrap-up or other consolidated insurance program location or project for which insurance is otherwise separately provided to you by a wrap-up or other consolidate insurance program. | N/A |

Section II – Who Is An Insured is amended to include as an insured any person or organization shown in the Schedule of this endorsement, but only with respect to liability arising out of "your work" at or from the corresponding location designated and described in the Schedule performed for that insured and included in the "products-completed operations hazard".

However, if you have entered into a construction contract with an additional insured person or organization shown in the Schedule of this endorsement, the insurance afforded to such additional insured only applies to the extent permitted by law.

All other terms and conditions of this policy remain unchanged.

Other Insurance Amendment – Primary And Non-Contributory



| Policy No. | Eff. Date of Pol. | Exp. Date of Pol. | Eff. Date of End. | Producer No. | Add'l. Prem | Return Prem. |
|----------------|-------------------|-------------------|-------------------|--------------|-------------|--------------|
| GLO 1817406-01 | 10/01/2019 | 10/01/2020 | 10/01/2019 | 75272000 | N/A | N/A |

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: Tetra Tech, Inc.

Address (including ZIP Code):

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

1. The following paragraph is added to the Other Insurance Condition of Section IV – Commercial General Liability Conditions:

This insurance is primary insurance to and will not seek contribution from any other insurance available to an additional insured under this policy provided that:

- a. The additional insured is a Named Insured under such other insurance; and
- b. You are required by a written contract or written agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of Section IV – Commercial General Liability Conditions:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

| |
|------------------------------------|
| Named Insured: |
| Endorsement Effective Date: |

SCHEDULE

| |
|--|
| <p>Name Of Person(s) Or Organization(s): ANY PERSON OR ORGANIZATION TO WHOM OR WHICH YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS OR ADDITIONAL INSURED STATUS ON A PRIMARY, NON-CONTRIBUTORY BASIS, IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO LOSS, EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW.</p> |
| <p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p> |

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.