

**EXHIBIT**

**"A"**



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

**FIRM:** PLUMMER ASSOCIATES, INC. (“Engineer”)  
**ADDRESS:** 6300 La Calma Drive, Suite 400, Austin, TX 78752  
**PROJECT:** BCRWWS East WWTP Tertiary Filters Preliminary Engineering Report (PER)

**THE STATE OF TEXAS** §  
§  
**COUNTY OF WILLIAMSON** §

THIS CONTRACT FOR ENGINEERING SERVICES (“Contract”) is made and entered into on this the \_\_\_\_ day of \_\_\_\_\_, 2022 by and between the 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 Five Hundred Six Thousand Six Hundred Seventy-Two and No/100 Dollars, (\$506,672.00). 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:

David Freireich, PE  
Project Manager  
3400 Sunrise Road  
Round Rock, TX 78665  
Telephone Number (512) 671-2756

Mobile Number (512) 563-1121  
Fax Number N/A  
Email Address [dfreireich@roundrocktexas.gov](mailto:dfreireich@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:

Perran Hutton, PE  
Project Manager  
6300 La Calma Drive, Suite 400  
Austin, TX 78752  
Telephone Number (512) 687-2170  
Fax Number N/A  
Email Address [phutton@plummer.com](mailto:phutton@plummer.com)

## **ARTICLE 9**

### **PROGRESS EVALUATION**

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

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

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

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

**ARTICLE 10**  
**SUSPENSION**

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

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

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

**ARTICLE 11**  
**ADDITIONAL ENGINEERING SERVICES**

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

**ARTICLE 12**  
**CHANGES IN ENGINEERING SERVICES**

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

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

**ARTICLE 13**  
**SUPPLEMENTAL CONTRACTS**

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

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

**ARTICLE 14**  
**USE OF DOCUMENTS**

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

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

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

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

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

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

**ARTICLE 15**  
**PERSONNEL, EQUIPMENT AND MATERIAL**

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

**ARTICLE 16**  
**SUBCONTRACTING**

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



**ARTICLE 17**  
**EVALUATION OF ENGINEERING SERVICES**

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

**ARTICLE 18**  
**SUBMISSION OF REPORTS**

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

**ARTICLE 19**  
**VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT**

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

**ARTICLE 20**  
**TERMINATION**

This Contract may be terminated as set forth below.

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

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

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

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

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

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

## **ARTICLE 21**

### **COMPLIANCE WITH LAWS**

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

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

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

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

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

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

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

## **ARTICLE 22**

### **INDEMNIFICATION**

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

## **ARTICLE 23**

### **ENGINEER'S RESPONSIBILITIES**

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

**ARTICLE 24**  
**ENGINEER'S SEAL**

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

**ARTICLE 25**  
**NON-COLLUSION, FINANCIAL INTEREST PROHIBITED**

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

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

**ARTICLE 26**  
**INSURANCE**

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

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

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

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

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

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

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

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

**ARTICLE 27**  
**COPYRIGHTS**

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

**ARTICLE 28**  
**SUCCESSORS AND ASSIGNS**

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

**ARTICLE 29**  
**SEVERABILITY**

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

**ARTICLE 30**  
**PRIOR AGREEMENTS SUPERSEDED**

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

**ARTICLE 31**  
**ENGINEER'S ACCOUNTING RECORDS**

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

**ARTICLE 32**  
**NOTICES**

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

**City:**

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

and to:

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

**Engineer:**

Perran Hutton, PE  
Project Manager  
6300 La Calma Drive, Suite 400  
Austin, TX 78752

**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]*



PLUMMER ASSOCIATES, INC.

By: \_\_\_\_\_  
Signature of Principal  
Printed Name: \_\_\_\_\_

CITY OF ROUND ROCK, TEXAS

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Craig Morgan, Mayor

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

**ATTEST:**

By: \_\_\_\_\_  
Meagan Spinks, City Clerk

**LIST OF EXHIBITS ATTACHED**

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

## **Exhibit A**

### **City Services**

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

- Attend kickoff meeting and progress meetings as needed.
- Designate a person to act as City's representative with respect to the services to be performed or furnished by the Engineer. This representation will have authority to transmit instructions, receive information, interpret, and define City's policies and decisions with respect to engineering services.
- Provide all criteria and full information as to City's requirements for the project, including objectives and constraints and furnish copies of all standards which City will require to be included in the project.
- Assist Engineer by placing all available information pertinent to the Project, including previous information and any other data relative to the Project at the ENGINEER's disposal.
- Provide digital design files or any records available which would assist in the completion of the project development.
- Timely review and comment on the draft Report.

## **Exhibit B**

### **Engineering Services**

Engineering Services to be provided:

#### **Background**

The Brushy Creek East Regional Wastewater Treatment Plant (Plant) is owned by the Brushy Creek Regional Wastewater System (BCRWWS) who are the Cities of Round Rock, Cedar Park, and Austin (Owner). The City of Leander will become a part owner on completion of the current 10 MGD expansion project to the Plant. The engineering team, led by Prime consultant Plummer Associates, consultants Freese & Nichols, and K. Friese & Associates (Engineer) designed the most recent 10 MGD expansion, which is currently in the construction phase. As part of this expansion the Plant will gain the ability to filter close to one-quarter of the average daily final effluent (prior to disinfection) flow.

The purpose of this scope of services is to prepare a preliminary engineering report (PER), to review the associated design and construction work components required to add full 30 MGD (average flow) filtration capacity to the Plant effluent, prior to disinfection. Therefore, giving the Owner additional tertiary treatment capabilities, providing a physical barrier post biological treatment to enhance the effluent quality and robustness of the current treatment process.

#### **Task 0 – Technical Memorandum and Support during TCEQ Meetings**

Plummer to assist the Owner in developing conceptual options moving forward to help address current concerns with creek water quality. Due to excessive flows arriving at the Plant, in conjunction with loss of some automation and altered treatment flow paths during construction activities, the Plant's biological process has become upset resulting in some effluent failures Requiring additional engineering support as follows:

- Collection and review of Plant water quality and flow data
- Preparing two (2) presentations for the Owner (Partner Cities) outlining the current issues, the benefits of additional effluent filtration, preparing conceptual layouts and opinion of probable construction costs.
- Coordination with filter equipment vendors.
- Two (2) visits to the Plant site and creek to support the Owner in discussions with the TCEQ enforcement division.
- Preparation of a technical memorandum presenting data and alternatives on filtration as well as creek remediation actions.

#### ***Deliverable:***

- Powerpoint Presentation x 2
- Electronic copy of Technical Memorandum

#### **Task 1 – Project Management, Coordination and Quality Control**

- Attend a project kickoff coordination meeting with Owner and subconsultants.
- Provide a project schedule outlining major task dates and durations, deliverables, and review.
- Regular coordination meetings between disciplines and engineering sub consultants
- Perform general project management activities including invoicing, correspondence, filing,

quality assurance and quality control.

- Quality control and review of design layouts and calculations for all disciplines.

**Assumptions:**

- Kickoff meetings and workshop to be held at the CORR offices.
- CORR with coordinate the Owner attendance.
- Engineer to provide agenda and facilitate the meeting.

**Meetings/Workshops:** One kickoff meeting and one workshop on completion of a draft report

**Deliverable:** Meeting notes, and project schedule in PDF format.

**Task 2 – Evaluate Effluent Solids Loading data**

Provide a list of data needs to include, but not necessarily be limited to, the types of data listed below. Review the data provided.

- Existing Plant effluent total suspended solids and BOD5 from existing trains (5 years) – to ignore periods of plant upset in late 2021 and 2022.
- Review final effluent flow data (5 years), plot against total suspended solids (TSS) and biological oxygen demand (BOD5) for loading calculations – as above
- Design and Initiate sampling plan with Owner assistance to sample the new treatment train to compare expected effluent quality at final build out
- Review existing UVT or turbidity data available from the Plant (5 years), prepare and gather UVT data from Train 3 BNR process (1 month). Include allowance by modeling for new chemical (alum) addition effects on effluent.
- Determine the loadings and expected percent removal required to meet more stringent permit limits (this will inform work with vendor(s))
- Review impacts of increased backwash effluent to existing process

**Deliverable:** Data and calculations included in final report production.

**Task 3 – Hydraulic Model Update & Scenarios**

Understanding the hydraulics are key to achieving the Owners goals for the project listed below;

- Providing an effluent filtration design that would work at the 30 MGD average daily flow (hydraulics) as well as allowing expansion at the future 40 MGD permit final phase.
- Filtration would allow the Owner to meet a theoretic permit limit of (average daily) 5mg/L TSS.
- Avoid significant modifications to structures already in place.
- Meet the TCEQ requirements for any new treatment unit design with the current 100-year flood elevation.
- Reduced O&M costs by utilizing gravity flow of effluent for as many conditions as possible.
- The preferred option for any required pumping or lift-station would be to limit its footprint and overall size as much as possible. Then to add some form of multifunctionality so it has a greater benefit to the plant.
- Phasing the construction of an effluent pump station to a later date if possible.

A hydraulic model was developed as part of the previous engineering work for the 10 MGD expansion. This task requires creating a new set of conditions within the existing model to account for the head loss incurred from additional filter equipment, and the associated conveyance components. It will also review how new filter capacity for the future design flow (40 MGD), located next to the existing filters, within their own basin could receive flow and how filtered effluent can proceed to UV disinfection and be utilized for the City reuse system.

The engineer will run scenarios of how much flow can be filtered, with all current units located at their existing elevation by gravity pipe flow to a new filter structure, and then to UV disinfection. Determine at what flows and creek level this is possible and if conveyance improvements can aide this.

The engineer understands that gravity flow will not work for all future flow scenarios, so will explore the option of re-lifting flow prior to, or post effluent filtration (when gravity hydraulics no longer work). The engineer will look at the hydraulics of utilizing or re-purposing the current effluent filter re-lift station as well as the NPW pump location at the end of the UV and CCB.

The final task will be to conduct a review meeting with the Owner to discuss the hydraulic model scenario outcomes prior to proceeding forward with Tasks 4-7.

***Assumptions:***

- The hydraulic model will be in the form of equations within Excel sheets.
- The existing expansion design model and finished elevations will be constructed as shown in the conformed drawings.
- The model will work to analyze a future average daily flow of 40 MGD to be filtered and disinfected.
- The work will assume the current peaking factor of 3 x.
- The existing flood elevation as set in 2020 will be assumed to be valid for the current and future 40 MGD condition.

***Deliverable:***

- Review meeting with the Owner to discuss hydraulic model outcomes.
- Profile images as PDF figures.
- Summary of the findings within the draft and final reports.

**Task 4 – Evaluate Filter Equipment Options & Layouts**

The engineer will review the filter equipment required for 30 MGD and 40 MGD expansion design, determine a footprint and corresponding basin sizing for all associated equipment. A minimum of two (2) manufacturers will be included should the Owner wish to have a competitively bid pre-purchase phase. Conceptual yard piping arrangements will also be shown for evaluation.

The filter elevations and yard piping (conveyance) requirements will also be determined by the outcomes of Task 3.

***Assumptions:***

- All proposed filtration equipment will go into a new concrete basin constructed for that specific design. It will be located in close proximity to the existing filters to use space efficiently.
- The existing filter equipment and basins will remain in place and can become part of the ultimate filtration capacity design (unless Task 3 determines this is not hydraulically possible)
- Any design will need to be protected against the 100-year flood event (plus 1'-0").
- Yard piping and conveyance schematic layouts.
- Create an electrical load schedule for the additional filters, compare this to existing power capacity available.
- Review the control systems requirements and prepare preliminary P&IDs and control narratives for review discussion at a workshop.

***Deliverable:***

- Figures showing plan view layouts and piping schematics for 2 options.
- Package and review technical data received from vendors.
- Summary and figures included within the draft and final PER

**Task 5 – Evaluate Process Options for Plant Hydraulics**

Some conceptual work was performed reviewing an effluent pumping station in the 2018 PER for the current 10 MGD expansion project. This work needs to be revisited based on the hydraulic analysis and scope in Task 3. The previous hydraulic profile (downstream of the UV reactor currently under construction), while considering the new flood elevation which has since come into effect. An analysis of re-lift pump station options, alongside using existing infrastructure will be developed based on work in task 3 and task 4, to ensure that filtered and disinfected effluent can exit the plant under peak flow conditions with a 100-year flood event. Discussions with the Owner after the hydraulics (Task 3) will enable more detailed concepts;

- Develop system curves and conceptual pump types and sizing for layout purposes.
- Conceptual layout (plan view) of re-lift pump station and/or conveyance considering future expansion requirements.

***Assumptions:***

- Only 100-year floodplain will be reviewed and evaluated
- Impacts of new structures or modifications to existing structures to the floodplain are not included in this scope
- Design of additional UV disinfection capacity is not included in this scope

***Deliverable:***

- PER report to include conceptual layouts.
- Recommendations for detailed design.



### **Task 6 – Opinion of Probable Construction Costs Comparison**

Develop an OPCC for the above described project and options:

- Evaluate and develop an AACE Class 5 Cost Opinion for the below options;
  - 2 different filter layouts
  - Cost of new basin and other civil construction
  - Yard Piping and conveyance
  - Cost of other hydraulic improvements required (pumping)
  - EI&C to cover generic options above

**Deliverable:** Tables detailing Class 5 breakdown of costs options, included in the PER as its own chapter.

### **Task 7 – Draft & Final Report Production**

Preliminary Engineering Report (PER): Applicable PER sections will be prepared summarizing the investigation and recommendations. At a minimum the information will include:

- Discussion on the findings of the various evaluations and analyses
- Exhibits showing the conceptual layouts and schematics
- Tables summarizing calculations and key data used to make engineering decisions
- Conclusion and recommendations.
- Workshop presentation of options to the client, feedback incorporated prior to Final Report

**Deliverable:** Presentation for all Partners, electronic copy of the draft and final report and any appendices (including engineering seal on final)

### **Task 8 – Detailed Design and Bidding Documentation Initiation**

*[Proposing \$200,000]*

Due to the accelerated project timeline the owner wishes to finish the PER and make a fast decision on the preferred option. By including additional budget to cover this scope the Engineer can be released to work on any of the following tasks before a contract amendment can go through the Owner City Council approval. The Engineer will require a separate written authorization from the Owner to proceed with this task. This amount will be deducted from the future detailed design and bidding assistance contract between the Owner and the Engineer.

- Preselection Specifications and PIDs for bidding filter and associated equipment
- Quality Control and Assurance review
- Assistance to the Owner in reviewing bids and selecting vendors
- 30% detailed design for the preferred filter layout (all disciplines)

**Deliverable:** *Sealed electronic specifications, sealed PID 11 x17 electronic drawings, [start working on detailed design 3D CAD models for the filtration]*

## **Exhibit B Scope of Services**

This Exhibit A is part of the Agreement between Freese and Nichols, Inc. and Plummer for the project generally described as:

### **Brushy Creek Regional Wastewater Treatment System East Plant (BCE) Effluent Filter Project – PER Phase Design Phase Services**

#### ***Introduction***

The scope is to provide the following structural engineering services:

#### **Task 1 – Project Management, Coordination and Quality Control**

- Attend a project kickoff coordination meeting with Owner and subconsultant
  - FNI's structural design engineer to attend 1 (one) kickoff meeting virtually.
- Regular coordination meetings between disciplines and engineering sub consultants
  - FNI structural engineer and project manager to attend up to 2 (two) coordination meetings with Plummer and other subconsultants. Attendance at these meetings will be virtual.
- Attend a workshop on completion of the draft report
  - FNI's structural design engineer and project manager will virtually attend 1 (one) workshop.
- Perform general project management activities including invoicing, correspondence, filing, quality assurance and quality control.

#### **Task 4 – Evaluate Filter Equipment Options and Layouts**

- Review structural considerations for a new basin based on layouts provided by Plummer and the previous Geotechnical Report from the 10 MGD Expansion Project
  - FNI's effort will be limited to determining the structural viability and initial wall and foundation thicknesses of no more than 2 (two) layouts of a new effluent filter facility based on layout drawings provided by Plummer.
- Deliverables
  - Determine initial wall and foundation thicknesses for proposed structures to house the tertiary filters in a new concrete structure
  - Provide a write up of recommendations to be included in the Preliminary Engineering Report

#### **Task 6 – Opinion of Probable Construction Costs (OPCC) Comparison**

- Develop an OPCC for the for the structural elements of the above described project and options'
  - Provide tan OPCC for the construction of each of the two new concrete basin concepts to house the filters. The configuration of the basins used in the cost estimate will be provided by Plummer.
  - Structural cost to include new basin construction vs modifications to existing CCB
- Deliverable
  - Table detailing Class 5 breakdown of structural options costs and associated writeup to include in the PER.

## Task 9 – Draft and Final Report Production

- FNI will prepare the PER report sections related to construction of a new basin to house the tertiary filters. Writeup will include:
  - Discussion of the findings of the various evaluations and analyses
  - Exhibits as needed based on layouts provided by Plummer
  - Tables summarizing calculations and key data used to make engineering decisions
  - Conclusion and recommendations related to the structural portion of the report
- Deliverables:
  - Structural writeups, exhibits and tables described above for the draft and final Preliminary Engineering Report

## Compensation

### Basic Services of Consultant

Engineer shall pay Consultant for Basic Services rendered under the Agreement, as supplemented by this Exhibit. Fees shall be paid per the Agreement.

Compensation for the following Services actually completed shall be paid on a lump sum basis:

<b>Description</b>	<b>Lump Sum Amount</b>	
Preliminary Engineering Services	\$	\$16,900
<b>TOTAL LUMP SUM AMOUNT</b>	<b>\$</b>	<b>\$16,900</b>

Cost reimbursable compensation shall be based on Consultant's personnel time at Consultant's hourly labor rates. All direct expenses, including mileage, travel and lodging expenses, but excluding subcontract expenses, applied to the Basic Services of Consultant, shall be paid at invoice or internal office cost plus a fifteen percent (15%) service charge. Subcontract expenses shall be paid at direct cost plus a fifteen percent (15%) service charge. All sales, use, value added, business transfer, gross receipts, or other similar taxes will be added to Consultant's compensation when invoicing Engineer.

**MANPOWER/BUDGET ESTIMATE  
BRUSHY CREEK REGIONAL WASTEWATER TREATMENT FACILITY - EAST PLANT  
EFFLUENT FILTER ADDITION PROJECT**

Task	Principal Hrs	Project Manager Hrs	QA/QC Engineer Hrs	Senior Engineer Hrs	Project Engineer Hrs	EIT Hrs	Senior Technician Hrs	Admin Hrs	Total Hrs	Labor Cost \$	Expenses \$	Total Cost \$	% Total Fee
1 Project Management, Coordination, and Quality Control	4	36	24	8	20	20	0	4	116	\$21,760	\$100	\$21,860	20%
1.1 Project Management	4	16						4	24	\$4,360		\$4,360	
1.2 QA/QC			24						24	\$6,600		\$6,600	
1.3 Meetings		20		8	20	20			68	\$10,800	\$100	\$10,900	
4 Evaluate Filter Equipment Options and Layouts	0	8	0	0	16	24	24	0	72	\$9,440	\$0	\$9,440	9%
4.1 Yard Piping and Conveyance Schematic Layouts (3 options)		8			16	24	24		72	\$9,440		\$9,440	
5 Evaluate Effluent Pumping Station Options and Impacts to Disinfection	0	28	0	4	56	84	40	0	212	\$29,100	\$0	\$29,100	26%
5.1 Re-lift Pump Station (1 option)		8			12	16			36	\$5,200		\$5,200	
5.2 Floodplain Evaluation		4		4	8	12			28	\$4,300		\$4,300	
5.3 System and Pump Curves		4			12	16			32	\$4,500		\$4,500	
5.4 Conceptual Layouts		12			24	40	40		116	\$15,100		\$15,100	
6 Opinion of Probable Construction Costs Comparison	0	6	0	0	10	16	0	0	32	\$4,550	\$0	\$4,550	4%
6.1 Yard Piping and Conveyance		2			4	8			14	\$1,950		\$1,950	
6.2 Relift Pumping		4			6	8			18	\$2,600		\$2,600	
7 Draft & Final Report Production	0	16	0	4	20	36	12	0	88	\$12,520	\$0	\$12,520	11%
7.1 Draft Report		12		2	12	24	8		58	\$8,230		\$8,230	
7.2 Final Report		4		2	8	12	4		30	\$4,290		\$4,290	
8 Detailed Design and Bidding Documentation Initiation	0	20	20	0	44	88	52	0	224	\$32,320	\$100	\$32,420	30%
8.1 Preselection Specifications		4			12	24			40	\$5,500		\$5,500	
8.2 QA/QC			8						8	\$2,200		\$2,200	
8.3 Bid Review and Selection Assistance		4			8	12			24	\$3,400	\$100	\$3,500	
8.2 30% Detailed Design - Yard Piping		4	4		8	20	20		56	\$7,700		\$7,700	
8.3 30% Detailed Design - Re-lift Pump Station		8	8		16	32	32		96	\$13,520		\$13,520	
<b>Total</b>	<b>4</b>	<b>108</b>	<b>44</b>	<b>16</b>	<b>156</b>	<b>252</b>	<b>128</b>	<b>4</b>	<b>712</b>	<b>\$105,140</b>	<b>\$200</b>	<b>\$105,340</b>	

## EXHIBIT C

Work Schedule

Attached Behind This Page

## Proposed Effluent Filter PER Schedule

WBS	Name	Dur...	Units	Start	Finish	P	August 2022					September 2022					October 2022					November 2022					December 2022				
							4	31	7	14	21	28	4	11	18	25	2	9	16	23	30	6	13	20	27	4	11	18	25		
1	0982-011-01	216.00	days	5/30/2022	1/1/2023																										
	☐ Stand in Project																														
2	0982-011-01:0	7.00	weeks	5/30/2022	7/18/2022																										
3	0982-011-01:1	13.00	weeks	8/1/2022	10/31/2022		Project Management, Coordination & QAQC																								
4	0982-011-01:2	2.00	weeks	7/31/2022	8/14/2022		Evaluate E																								
5	0982-011-01:3	3.00	weeks	7/31/2022	8/21/2022		Hydraulic Model I																								
6	0982-011-01:4	5.00	weeks	8/7/2022	9/11/2022		Filter Equipment Options																								
7	0982-011-01:5	5.00	weeks	9/11/2022	10/16/2022		Structural Feasibility Review																								
8	0982-011-01:6	5.00	weeks	8/28/2022	10/2/2022		Effluent Pump Station Options																								
9	0982-011-01:7	2.00	weeks	9/12/2022	9/26/2022		OPCC Corr																								
10	0982-011-01:8	16.00	days	10/16/2022	11/1/2022		<div style="text-align: right; margin-right: 10px;"> </div>																								
	☐ Preliminary Engineering Report Production																														
11	0982-011-01:8:a	2.00	weeks	10/16/2022	10/30/2022		Document																								
12	0982-011-01:8:b	0.00	weeks	11/1/2022	11/1/2022		◆ 11/1/2022																								
13	0982-011-01:9	8.00	weeks	11/6/2022	1/1/2023		Detailed Design & Bid Document Initiation																								

EXHIBIT D

Fee Schedule

Attached Behind This Page

**City of Round Rock Brushy  
Creek East Plant Effluent Filter  
Project PER  
Project No. 1**

Level 2 (Phase) No. and Description <i>Level 3 (Task) No. and Description</i>	Principal (hrs)	Sr. Elec Eng. (hrs)	Proj Mgr (hrs)	Proj Engr (hrs)	EIT (hrs)	Technician (hrs)	Clerical (hrs)	Total Labor		Percent of Total Fee
								Hours	Fee (\$\$\$)	
<b>Effluent Filter Project PER</b>	<b>66</b>	<b>56</b>	<b>244</b>	<b>364</b>	<b>416</b>	<b>64</b>	<b>8</b>	<b>1,218</b>	<b>\$ 402,566</b>	<b>79.5%</b>
<b>A 0 Technical Memorandum &amp; TCEQ Support</b>	14	0	36	60	30	0	0	140	\$ 24,856	6.2%
<i>0.1 Work Already Performed</i>	14	0	36	60	30	0	0	140	\$ 24,856	6.2%
<b>B 1 Project Management, Coordination &amp; QA-QC</b>	52	16	40	8	26	0	0	142	\$ 33,902	8.4%
<i>1.1 Meetings &amp; Coordination</i>	16	0	16	0	18	0	0	50	\$ 10,634	2.6%
<i>1.2 Project Management, Invoicing and Tracking</i>	0	0	24	0	0	0	0	24	\$ 4,680	1.2%
<i>1.3 QA-QC</i>	36	16	0	8	8	0	0	68	\$ 18,588	4.6%
<b>C 2 Evaluate Effluent Solids Loading</b>	0	0	8	24	24	0	0	56	\$ 8,352	2.1%
<i>2.1 Data analysis and calculation</i>	0	0	8	24	24	0	0	56	\$ 8,352	2.1%
<b>D 3 Hydraulic Model Update</b>	0	0	28	52	24	0	0	104	\$ 16,676	4.1%
<i>3.1 Calculations</i>	0	0	20	36	24	0	0	80	\$ 12,588	3.1%
<i>3.2 Document Production and writeup</i>	0	0	8	16	0	0	0	24	\$ 4,088	1.0%
<b>E 4 Filter Equipment Options</b>	0	24	64	104	176	40	0	408	\$ 62,232	15.5%
<i>4.1 Mechanical Equipment sizing and layouts</i>	0	0	40	60	80	0	0	180	\$ 27,280	6.8%
<i>4.2 Yard piping</i>	0	0	16	36	40	0	0	92	\$ 13,808	3.4%
<i>4.3 EI&amp;C</i>	0	24	0	0	40	0	0	64	\$ 11,720	2.9%
<i>4.4 CAD and document production</i>	0	0	8	8	16	40	0	72	\$ 9,424	2.3%
<b>G 5 Process Option for Plant Hydraulics</b>	0	0	40	60	80	24	0	204	\$ 30,040	7.5%
<i>5.1 Hydraulic calculation coordination/input &amp; layouts</i>	0	0	40	60	80	24	0	204	\$ 30,040	7.5%
<b>H 6 OPCC Comparison</b>	0	8	4	16	40	0	0	68	\$ 10,548	2.6%
<i>6.1 Create cost schedules</i>	0	8	4	16	40	0	0	68	\$ 10,548	2.6%
<b>I 7 PER Production</b>	0	8	24	40	16	0	8	96	\$ 15,960	4.0%
<i>7.1 Report</i>	0	8	24	40	16	0	8	96	\$ 15,960	4.0%
<b>I 8 Detailed Design and Bid Document Prep</b>	0	0	0	0	0	0	0	0	\$ 200,000	49.7%
	0	0	0	0	0	0	0	0	\$ 200,000	201.3%
<b>Labor Rates per Hour</b>	\$329	\$280	\$195	\$158	\$125	\$115	\$90			
<b>Total Amounts by Labor Category</b>	\$ 21,714	\$ 15,680	\$ 47,580	\$ 57,512	\$ 52,000	\$ 7,360	\$ 720		\$ 402,566	
<b>Labor Category Percent of Total Labor</b>	5.4%	3.9%	11.8%	14.3%	12.9%	1.8%	0.2%			50.3%
<b>TOTAL EXPENSES (see breakdown below)</b>										
<b>Total Subconsultants</b>									\$ 103,807	
<b>Total Reimbursables</b>									\$ 299	
<b>Total Expenses</b>									\$ 104,106	
<b>GRAND TOTAL - Effluent Filter Project PER</b>									<b>\$ 506,672</b>	

**SUBCONSULTANT EXPENSES**

Code	Description	Budget (\$\$)	Markup	Fee (\$\$\$)
CA	Architect Consultant	\$ -	1.10	\$ -
CC	Civil Engr Consultant	\$ -	1.10	\$ -
CE	Electrical Consultant	\$ -	1.10	\$ -
CG	Geotechnical Consultant		1.10	\$ -
CM	Mechanical Consultant	\$ -	1.10	\$ -
CO	Other Consultant	\$ -	1.10	\$ -

**REIMBURSABLE EXPENSES**

Code	Description	Budget (\$\$)	Markup	Fee (\$\$\$)
	Reproduction		1.15	\$ -
	Technology		1.00	\$ -
	Employee Mileage		1.15	\$ -
	Travel, Meals, \$ 260		1.15	\$ 299
	Telecommunications		1.00	\$ -
	Shipping, Delivery, Postage		1.15	\$ -



CS	Structural Consultant	\$ -	1.10	\$ -
CY	Surveying Consultant		1.10	\$ -
C1	KFA	\$ 77,470	1.10	\$ 85,217
C2	FNI	\$ 16,900	1.10	\$ 18,590
C3			1.10	\$ -
C4		\$ -	1.10	\$ -
C5		\$ -	1.10	\$ -
C6		\$ -	1.10	\$ -
<b>TOTAL SUBCONSULTANT EXPENSES</b>		<b>\$ 94,370</b>		<b>\$ 103,807</b>

	Other Expenses		1.15	\$ -
	Purchased Services		1.15	\$ -
	Projectmates		1.15	\$ -
			1.15	\$ -
			1.15	\$ -
			1.15	\$ -
		\$ -	1.15	\$ -
<b>TOTAL REIMBURSABLE EX</b>		<b>\$ 260</b>		<b>\$ 299</b>

## EXHIBIT E

Certificates of Insurance

Attached Behind This Page

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/18/2022

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

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

<b>PRODUCER</b> Risk Strategies 12801 North Central Expy. Suite 1725 Dallas, TX 75243	<b>CONTACT NAME:</b> Joe Bryant <b>PHONE (A/C, No, Ext):</b> (214) 323-4602 <b>FAX (A/C, No):</b> (214) 503-8899 <b>E-MAIL ADDRESS:</b> certificatedallas@risk-strategies.com
<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURER A:</b> XL Specialty Insurance Company	NAIC # 37885
<b>INSURER B:</b> Hartford Underwriters Insurance Company	30104
<b>INSURER C:</b> Hartford Accident and Indemnity Company	22357
<b>INSURER D:</b> Hartford Insurance Co of the Midwest	37478
<b>INSURER E:</b>	
<b>INSURER F:</b>	

**COVERAGES**

**CERTIFICATE NUMBER:** 69784616

**REVISION NUMBER:**

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

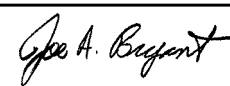
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU Coverage <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	84SBWAH8X07	9/30/2021	9/30/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Valuable Papers \$ 500,000
C	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	84UEGAC4597	9/30/2021	9/30/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	84SBWAH8X07	9/30/2021	9/30/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
D	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	<input checked="" type="checkbox"/>	84WEGAS4E8D	5/13/2022	5/13/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	<input type="checkbox"/> Professional Liability <input type="checkbox"/> Pollution Liability		<input checked="" type="checkbox"/>	DPR9993421	5/9/2022	5/9/2023	Per Claim \$ 3,000,000 Annual Aggregate \$ 3,000,000

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

The claims made professional liability coverage is the total aggregate limit for all claims presented within the annual policy period and is subject to a deductible. Thirty (30) day notice of cancellation in favor of certificate holder on all policies.  
 RE: Plummer #0982-011-01 Brushy Creek East Regional WWTP Effluent Filter Project – PER Phase

**CERTIFICATE HOLDER**

**CANCELLATION**

City of Round Rock 221 E. Main St Round Rock TX 78664	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <div style="text-align: right;">                       Joe Bryant                 </div>
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