



**EXHIBIT**  
**A**

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

**FIRM:** H.W. LOCHNER, INC. (“Engineer”)  
**ADDRESS:** 1120 South Capital of Texas Highway, CityView 2, Suite 100, Austin, TX 78746  
**PROJECT:** McNutt Lift Station Improvements

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

THIS CONTRACT FOR ENGINEERING SERVICES (“Contract”) is made and entered into on this the \_\_\_ day of \_\_\_\_\_, 2026 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 Four Hundred Sixty-Six Thousand One Hundred Twenty-Six and 34/100 Dollars, (\$466,126.34). 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:

Rebecca Vento, P.E.  
Project Manager  
3400 Sunrise Road  
Round Rock, TX 78665  
Telephone Number (512) 341-3129  
Mobile Number (737) 340-7270

Fax Number N/A

Email Address [rvento@roundrocktexas.gov](mailto:rvento@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:

Greg Blackburn, P.E.

Project Manager

1120 South Capital of Texas Highway, CityView 2, Suite 100

Austin, TX 78746

Telephone Number (512) 338-1704

Fax Number N/A

Email Address [gblackburn@hwlochner.com](mailto:gblackburn@hwlochner.com)

## **ARTICLE 9** **PROGRESS EVALUATION**

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

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

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

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

**ARTICLE 10**  
**SUSPENSION**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**ARTICLE 16**  
**SUBCONTRACTING**

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

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

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

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

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

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

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

**ARTICLE 20**  
**TERMINATION**

This Contract may be terminated as set forth below.

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

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

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

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

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

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

## **ARTICLE 21**

### **COMPLIANCE WITH LAWS**

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

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

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

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

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

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

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

**ARTICLE 22**  
**INDEMNIFICATION**

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

**ARTICLE 23**  
**ENGINEER'S RESPONSIBILITIES**

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

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

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

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

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

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

**ARTICLE 26**  
**INSURANCE**

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

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

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

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

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

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

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

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

**ARTICLE 27**  
**COPYRIGHTS**

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

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

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

**ARTICLE 29**  
**SEVERABILITY**

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

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

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

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

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

**ARTICLE 32**  
**NOTICES**

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

**City:**

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

and to:

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

**Engineer:**

Greg Blackburn, P.E.  
Project Manager  
1120 South Capital of Texas Highway, CityView 2, Suite 100  
Austin, TX 78746

**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.

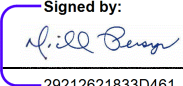
#### **ARTICLE 34** **SIGNATORY WARRANTY**

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 pages follow]*

**H.W. LOCHNER, INC.**

**By:**  \_\_\_\_\_  
29212621833D461...

**Printed Name:** Michael R Persyn \_\_\_\_\_

**Title:** Vice President \_\_\_\_\_

CITY OF ROUND ROCK, TEXAS

APPROVED AS TO FORM:

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

\_\_\_\_\_  
Stephanie L. Sandre, City Attorney

**ATTEST:**

By: \_\_\_\_\_  
Ann Franklin, 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 |

McNutt Lift Station Rehabilitation

**EXHIBIT A  
CITY SERVICES**

The City of Round Rock (City) will provide the following information and other assistance to H.W. Lochner, Inc. (Engineer) that the City deems appropriate and necessary.

1. Any readily available pertinent existing information relating to the services to be performed by the Engineer; the City will provide one copy of such information in a format chosen by the City.
2. Clear direction and/or response to questions or requests made by the Engineer in the course of the Engineer's performance of services.
3. Timely review of deliverables that have been properly completed and submitted by the Engineer, and timely provision of comments, if any, to the Engineer resulting from said reviews.



**CITY OF ROUND ROCK MCNUTT LIFT STATION REHABILITATION  
EXHIBIT B  
ENGINEERING SERVICES**

The City of Round Rock (City) identified the McNutt Lift Station (LS) for rehabilitation and has retained Lochner for the professional engineering services for this project. The McNutt LS is located on the Brushy Creek East Regional Wastewater Treatment Facility (BCE) site but is owned and operated solely by the City. The LS was constructed in 2008 with the installation of two 125 horsepower (hp) submersible pumps and an extra pump slot for a future pump. The LS receives flow from the City's McNutt wastewater basin and pumps to the BCE preliminary treatment unit (PTU) through a 24-inch diameter PVC force main that was recently installed.

The proposed rehabilitation includes the replacement of two (2) submersible pumps, discharge elbows, level transducer, discharge valves, air release valves, wet well safety hatches, PLC control cabinet contents (except the PLC), dismantling joint hardware with stainless steel, and discharge pressure gauges. The existing variable frequency drives (VFDs) will be evaluated for compatibility with the proposed pumps and replaced, if necessary, the valve vault drain piping will be modified to minimize the flow of wet well gases to the valve vault, and the existing jib crane will be refurbished or replaced. In addition to the rehabilitation of the existing LS, this project includes the addition of a third submersible pump and associated discharge elbow and VFD, stilling wells for the level transducer and floats, a new slide gate on the upstream end of the LS for flow isolation, a new isolation gate valve on the existing force main, and a new SCADA network fiber optic line from the LS to the existing blower building.

The following details Lochner's scope of services, schedule, fee, and assumptions for the Project.

**SCOPE OF SERVICES:**

**Preliminary Design Phase**

1. Project Management – This task includes routine communication and coordination with the City; managing subconsultants, manpower, budgets, and schedules; monthly invoicing and status reports; implementing and monitoring of QA/QC efforts; and other activities associated with managing the project.
2. Quality Management – A project specific Quality Control Plan will be developed and executed for this assignment. Lochner will conduct Project Design Team (PDT) and Independent Technical Review Team (ITRT) QA/QC reviews for all materials to be submitted to the City.
3. Meetings – Schedule, prepare materials, agendas and minutes, track action items and decisions made for the following anticipated meetings:
  - a. Project kick-off meeting with the City and sub-consultants to review scope of services, schedule, communications, and work plan. It is assumed that this meeting will be held virtually.
  - b. Monthly coordination calls with the Design Team.
  - c. Progress meeting with the City. It is assumed that there will be one (1) virtual progress meeting.
  - d. Design workshop to review the Basis of Design Report (BODR) with the City before proceeding into detailed design. It is assumed that this meeting will be held virtually.
4. Site Visit – Lochner will conduct one (1) site visit during the preliminary design phase to inspect the existing infrastructure and evaluate proposed scope items.



5. Data Collection – Lochner will develop and submit a list of data needs for the project, including:
  - a. Operation and Maintenance (O&M) manuals for all existing equipment
  - b. Existing flow data, including pump run times
  - c. Future flow projections
6. Lift Station Hydraulic Review – Lochner will develop a system curve for the LS based on the existing wet well, discharge piping, and force main characteristics to evaluate the ultimate capacity of the LS. No pump selections will be made during the preliminary design phase.
7. Preliminary Electrical and I&C – JRSA Engineering, Inc (JRSA) will be a subconsultant to Lochner to support on the scope items related to electrical engineering and instrumentation and controls (I&C). During the preliminary design phase, JRSA will evaluate the existing electrical system, instrumentation, and controls and document the items that will be included in the scope of the rehabilitation. Additionally, JRSA will evaluate the existing power supply to the LS to determine the maximum pump horsepower that can be accommodated.
8. Preliminary Structural Engineering – Frank Lam & Associates, Inc. (FLA) will be a subconsultant to Lochner to support on the scope items related to structural design or rehabilitation. During the preliminary design phase, FLA will evaluate the existing structures to document any concerns with attaching the isolation slide gate and stilling well to the wet well structure, evaluate the replacement of the access hatches for the wet well and valve vault, and evaluate the foundation of the existing jib crane and potential replacement lifting mechanisms.
9. Reporting – Prepare and submit Basis of Design Report (BODR), consisting of:
  - a. Summary of the data collection
  - b. Summary of existing LS hydraulics
  - c. Summary of scope items for final design
  - d. Engineers Opinion of Probable Construction Cost (EOPCC) with 30% contingency. The EOPCC will be developed in general conformance with the guidelines developed by the Association for the Advancement of Cost Engineering (AACE) for a Class 3 Estimate.
  - e. Exhibits showing the LS layout and recommended improvements

### **Final Design Phase**

1. Project Management – This task includes routine communication and coordination with the City; managing subconsultants, manpower, budgets, and schedules; monthly invoicing and status reports; implementing and monitoring of QA/QC efforts; and other activities associated with managing the project.
2. Quality Management – Lochner will conduct Project Design Team (PDT) and Independent Technical Review Team (ITRT) QA/QC reviews for all materials to be submitted to the City.
3. Meetings – Schedule, prepare materials, agendas and minutes, track action items and decisions made for the following anticipated meetings:
  - a. Monthly coordination calls with the Design Team.
  - b. Progress meeting with the City. It is assumed that there will be one (1) virtual progress meeting.
  - c. Design workshops to review the 60%, 90%, and 100% deliverables with the City before proceeding to the next phase. It is assumed that all meetings will be held virtually
4. Site Visit – Lochner will conduct one (1) site visit during the final design phase to verify that the proposed design is compatible with the existing LS and spacing from the existing BCE infrastructure.
5. Lift Station Hydraulics & Pump Selection – Lochner will finalize the LS system curve and coordinate with pump manufacturers to select pumps that will accommodate the existing wet well configuration, existing available power supply to the LS, and maximize the LS capacity.



6. Isolation Slide Gate – Lochner will evaluate locations and options for installing an isolation slide gate upstream of the wet well to allow operators to isolate flows for maintenance. The recommended location will be evaluated for constructability, bypass pumping requirements, and structural design of the existing structures to accommodate the slide gate. Plan sheets and details will be provided for this installation.
7. Isolation Gate Valve – Lochner will design the installation of a new isolation gate valve to be installed on the existing 24-inch force main between the valve vault and the PTU in order for plant operators to be able to isolate the McNutt LS from the PTU.
8. FOG Mitigation – Lochner will evaluate the condition of the existing bubbler system that is used for FOG mitigation in the wet well and determine if the existing system can be rehabilitated, or if a new system will be installed.
9. Bypass Pumping – Lochner will evaluate the necessary bypass pumping to be utilized by the contractor during the construction phase of the project. Lochner will obtain flow data from the City to use as the basis for the bypass pumping design.
10. Electrical and I&C Design – JRSA will provide electrical design for the proposed improvements, as detailed above. This includes the following: the replacement of two existing submersible pumps, addition of a third submersible pump, the replacement of the wet well instruments, the replacement of the PLC cabinet (PLC will either be salvaged or relocated to new panel), addition of a slide gate valve, and fiber connection to from the existing lift station to the existing blower building. JRSA will provide process and instrumentation diagram sheets for the lift station.
11. Structural Design – FLA will provide structural design for the slide gate connection to the wet well wall, replacement of hatches on the wet well and valve vault top slabs, foundation for the jib crane. A full scope of services for FLA is attached.
12. Permitting – Lochner will coordinate with external regulatory and permitting agencies. Documents will be submitted to the Texas Commission on Environmental Quality (TCEQ) for review and approval.
13. Prepare Construction Plans – The Lochner team will prepare construction plans suitable for public bidding to include notes, plan and profile sheets showing necessary improvements, details, environmental protection, and work and storage locations.
14. Contract Documents and Technical Specifications – The Lochner team will develop a Project Manual consisting of the City's Standard Construction Contract Bid Documents and Technical Specifications. Special Provisions to the Standard Technical Specifications and Special Specifications will be developed, as necessary.
15. Engineer's Opinion of Probable Construction Cost – Prepare and submit an estimate at each design phase as outlined below.
  - a. 60% - AACE Class 3 cost estimate with a 20% contingency.
  - b. 90% - AACE Class 2 cost estimate with a 15% contingency.
  - c. 100% - AACE Class 2 cost estimate with a 10% contingency.
  - d. Final - AACE Class 1 cost estimate with a 5% contingency.
16. Submittals – Progress submittals will be provided at the 60%, 90%, 100%, and Final phases, and will consist of the following documents:
  - a. Plan set;
  - b. Project Manual (TOC, Special Provisions, and Special Specifications at 60%, full document at 90%, 100%, and Final);
  - c. Engineer's Opinion of Probable Construction Cost;
  - d. Project schedule;
  - e. Response to written review comments from previous submittal; and
  - f. Electronic copy of all files in Portable Document Format.



17. Final Design Report – Lochner will document the final design in a report to be submitted to the City and TCEQ.
18. Pump Pre-Purchase Solicitation and Bid Review – Lochner will assist the City with the pre-purchasing of the submersible pumps through a Competitive Sealed Proposal (CSP) process. Lochner will assist the City in responding to technical questions received from bidders, preparing and issuing one (1) Addenda to the bidders, attend the pre-purchase bid opening, perform a bid tabulation, review bids, perform reference checks, assist with scoring the proposals, and make an award recommendation. The City will prepare all contract documents required for the pre-purchase solicitation, and Lochner will prepare a pump specification and drawings necessary for the pre-purchase solicitation.

### **Bid Phase**

This project will be bid through a CSP process. Lochner will provide the following bid phase services:

1. Project Management – This task includes routine communication and coordination with the City; managing subconsultants, manpower, budgets, and schedules; monthly invoicing and status reports; implementing and monitoring of QA/QC efforts; and other activities associated with managing the project.
2. Pre-bid Conference – Lochner will assist the City in conducting one pre-bid conference and developing the agenda. Lochner will attend the pre-bid and present the project and assist in answering questions.
3. Bid Questions & Addenda – Lochner will assist the City in responding to technical questions received from bidders during the bid phase of the project and in preparing and issuing required Addenda to the bidders. Preparation and issuance of two (2) Addenda has been assumed for budgeting purposes.
4. Bid Opening, CSP Scoring, & Award Recommendation – Lochner will attend the bid opening and perform all bid tabulation, review of bids, reference checks, scoring the proposals, and make an award recommendation. A CSP scoring workshop with the City is included.

### **Construction Phase**

1. Project Management – This task includes routine communication and coordination with the City; managing subconsultants, manpower, budgets, and schedules; monthly invoicing and status reports; implementing and monitoring of QA/QC efforts; and other activities associated with managing the project.
2. Conformed Documents – Lochner will incorporate addenda items in the construction plans as appropriate and reproduce and distribute the documents.
3. Pre-Construction Conference – Lochner will attend a pre-construction conference with the City, Contractor, and other parties as appropriate, and prepare the meeting minutes. It is assumed that this meeting will occur in person at BCE.
4. Construction Meetings – Lochner will attend monthly construction meetings with the City, Contractor, and other parties as appropriate, including preparing the meeting minutes. For budgeting purposes, we have assumed 12 in-person meetings at BCE. Meetings will also have a virtual option.
5. Site Visits – Lochner will visit the site to check the progress of the work and verify general conformance with the project plans and technical specifications. For budgeting purposes, we have assumed that Lochner will make site visits following each on-site construction meeting, and 12 additional site visits. A total of 24 site visits have been assumed.
6. Submittal Reviews – Lochner will maintain a log of all Contractor submittals, track review progress, review and approve submittals, and distribute submittals to the appropriate parties.



- For budgeting purposes, we have assumed 25 submittals and 10 resubmittal reviews.
7. Pay Application Reviews – Lochner will review the Contractor's pay estimates after approval by the City's on-site Inspector and make recommendations for payment. For budgeting purposes, we have assumed 12 pay application reviews.
  8. Change Orders – Lochner will review all Contractor's requests for Change Orders and prepare Change Orders as appropriate. For budgeting purposes, we have assumed two (2) change orders.
  9. Requests for Information (RFIs) – Lochner will review and respond to RFIs from Contractor as related to possible conflicts and clarifications needed between plans and specifications. For budgeting purposes, we have assumed 20 RFIs.
  10. Startup and Testing / O&M Review – Lochner will be present for startup and testing of the LS and equipment. Lochner will review the O&M manuals for the LS equipment submitted by the Contractor for conformance with the plans and specifications.
  11. Contract Close-out – Lochner will attend a final project walk-thru, document "punch list items", and issue an Engineer's Concurrence for Project Acceptance letter. Lochner will also notify TCEQ and other jurisdictional agencies of project completion. One (1) onsite meeting is assumed.
  12. Record Drawings – Lochner will use the Contractor's redline as-built drawings to document as-built conditions in the final record drawings and will supply the City with one set of record drawings in electronic format.

#### **SCHEDULE:**

Lochner proposes completing each phase of the project as follows:

- Notice to Proceed (assumed) – May 2026
- Preliminary Engineering – August 2026
- Final Design – May 2027
- Bid Phase – September 2027
- Construction Phase – October 2028

A detailed schedule is attached.

#### **FEE:**

The estimated fee for the basic services described above is a lump sum of \$466,126.34. A fee breakdown by task and subconsultant proposals are included herein.

#### **ASSUMPTIONS:**

- The following items were evaluated by the City and are deemed to be in good condition and are not included in the scope of this project: level floats, PLC, discharge piping, and pump guide rails.
- The slide gate will be installed inside the wet well. Other installation locations (a new vault on the influent line for instance) will require additional services.
- JRSA will provide an evaluation for the existing generator, automatic transfer switch, and motor control center. Design for replacing these equipment items is not included in the proposed fee.
- Public involvement is not included within this proposal. Any public involvement will be considered an Additional Service.
- The City will provide to Lochner all available data in the City's possession relating to



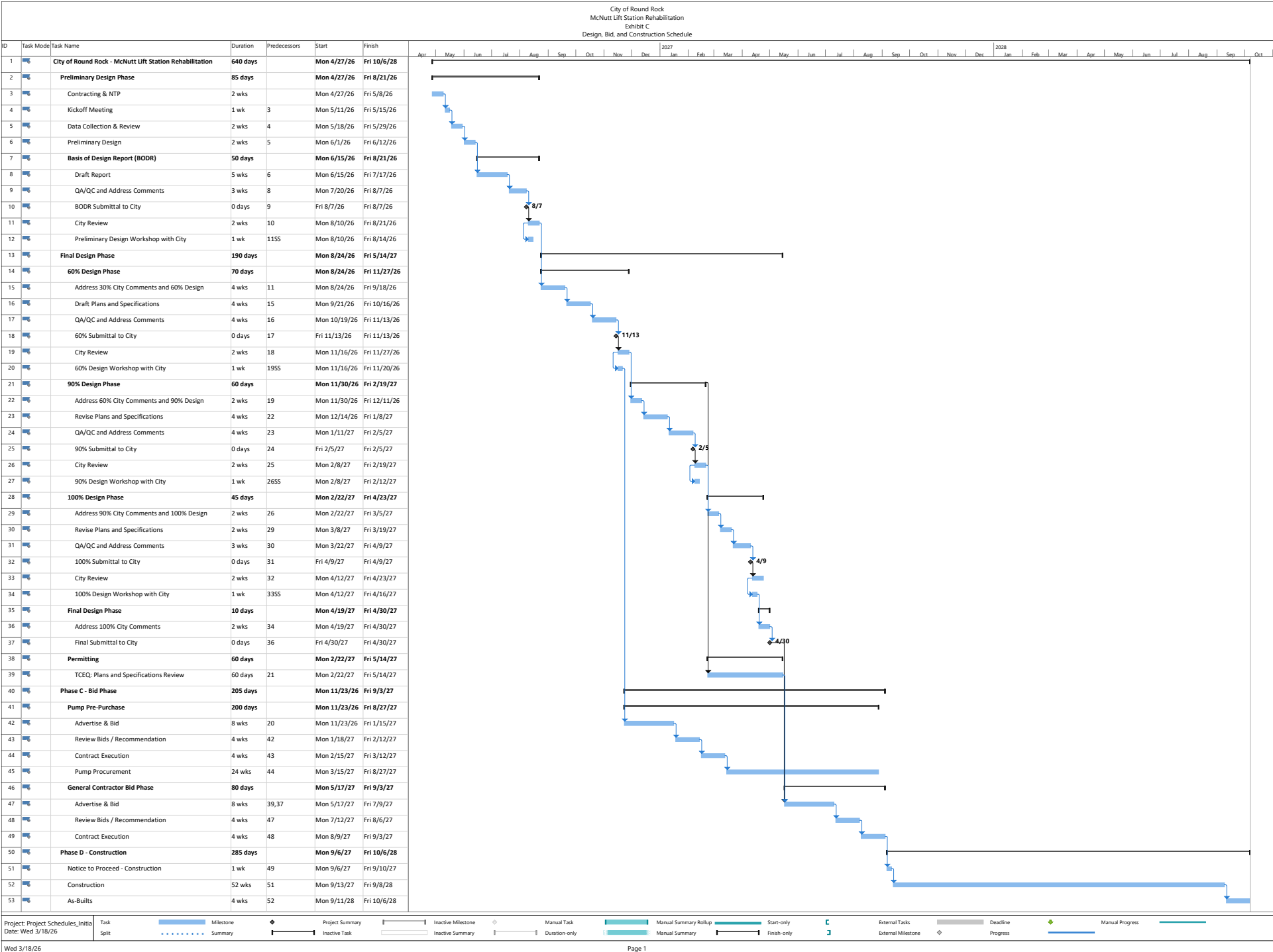
Lochner's services on the Project. Lochner will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by the City.

- The City will give prompt notice to Lochner whenever the City observes or becomes aware of any development that affects the scope or timing of Lochner's services.
- The City shall examine information submitted by Lochner and provide written comments and decisions in a timely manner.
- All governmental review fees, submittal fees, recordation fees, and other fees associated with the project shall be paid for directly by the City.
- The City will perform bid advertising and printing/distribution of bid documents.
- The project will be performed in a continuous manner without significant work stoppages or delays.
- The area to be disturbed by construction is less than one (1) acre; therefore, a Stormwater Pollution Prevention Plan (SWPPP) will not be required.
- The following professional services are not included in this phase of work: Geotechnical investigations, environmental assessments, architectural design, and subsurface utility investigations.

**EXHIBIT C**

**WORK SCHEDULE**

**Attached Behind This Page**



**EXHIBIT D**

**FEE SCHEDULE**

**Attached Behind This Page**

CITY OF ROUND ROCK - MCNUTT LIFT STATION REHABILITATION  
EXHIBIT D  
FEE SCHEDULE

Task	Principal		Technical		Project		QA/QC		Project		Senior		Admin		Total Labor Hrs	Labor Cost \$	Subconsultants			Total Subs	Expenses	Total Cost	
	Hrs	\$	Hrs	\$	Hrs	\$	Hrs	\$	Hrs	\$	Hrs	\$	Hrs	\$			Frank Lam	JRSA	Survey				\$
<b>Preliminary Design Phase</b>																							
1 Project Management	1				12				6		2			8	21	\$3,840.00					\$0.00	\$0.00	\$3,840.00
2 Quality Management	1		4		9		7		2						24	\$5,735.00					\$0.00	\$0.00	\$5,735.00
Quality Management Plan															5	\$1,175.00					\$0.00	\$0.00	\$1,175.00
PDT Review			2		2										4	\$1,030.00					\$0.00	\$0.00	\$1,030.00
PDT Review Meeting			1		1				1		1				4	\$815.00					\$0.00	\$0.00	\$815.00
ITRT Review			1		1		4								4	\$1,100.00					\$0.00	\$0.00	\$1,100.00
ITRT Review Meeting			1		1		1		1		1				5	\$1,090.00					\$0.00	\$0.00	\$1,090.00
Quality Assurance	1				1										2	\$225.00					\$0.00	\$0.00	\$225.00
3 Meetings			5		11				8		4				28	\$5,785.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$5,785.00
Kick-off Meeting			1		2				2						5	\$1,070.00					\$0.00	\$0.00	\$1,070.00
CAD Kickoff Meeting			1		1				1		4				6	\$930.00					\$0.00	\$0.00	\$930.00
Internal Project Team Meetings			2		4				2						8	\$1,810.00					\$0.00	\$0.00	\$1,810.00
Progress Meeting			1		2				1						4	\$925.00					\$0.00	\$0.00	\$925.00
30% Workshop			1		2				2						5	\$1,070.00					\$0.00	\$0.00	\$1,070.00
4 Site Visit					2				2						4	\$780.00					\$100.00	\$0.00	\$880.00
5 Data Collection					2				4						6	\$1,110.00					\$0.00	\$0.00	\$1,110.00
6 Lift Station Hydraulic Review			2		8			8	28					46	\$9,200.00					\$0.00	\$0.00	\$9,200.00	
7 Preliminary Electrical and I&C (JRSA)															0	\$0.00		\$25,500.00		\$25,500.00	\$0.00	\$25,500.00	
8 Preliminary Structural Engineering (FLA)															0	\$0.00	\$8,300.38		\$0.00	\$8,300.38	\$0.00	\$8,300.38	
9 Reporting			3		14				28		24				69	\$11,880.00	\$0.00	\$0.00	\$0.00		\$0.00	\$11,880.00	
Draft Report					8				16						24	\$8,020.00					\$0.00	\$0.00	\$8,020.00
Exhibits					1				8		24				36	\$5,460.00					\$0.00	\$0.00	\$5,460.00
Final Report					2				4						7	\$1,400.00					\$0.00	\$0.00	\$1,400.00
<b>Total Preliminary Design</b>	2		14		56		14		70		30			194	\$37,550.00	\$8,300.38	\$25,500.00	\$0.00	\$33,800.38	\$0.00	\$0.00	\$71,350.38	
<b>Final Design Phase</b>																							
1 Project Management	4				24				12						40	\$7,860.00					\$0.00	\$0.00	\$7,860.00
2 Quality Management	3		24		30		55		6		6				124	\$31,535.00					\$0.00	\$0.00	\$31,535.00
PDT Review			18		18				36						36	\$9,270.00					\$0.00	\$0.00	\$9,270.00
90% PDT Review			8		8				16						16	\$4,120.00					\$0.00	\$0.00	\$4,120.00
100% PDT Review			6		6				12						12	\$3,090.00					\$0.00	\$0.00	\$3,090.00
PDT Review Meeting			3		4				3		3				8	\$2,060.00					\$0.00	\$0.00	\$2,060.00
60% PDT Review Meeting			1		1				1		1				3	\$2,445.00					\$0.00	\$0.00	\$2,445.00
90% PDT Review Meeting			1		1				1		1				4	\$815.00					\$0.00	\$0.00	\$815.00
100% PDT Review Meeting			1		1				1		1				4	\$815.00					\$0.00	\$0.00	\$815.00
ITRT Review									52						52	\$14,300.00					\$0.00	\$0.00	\$14,300.00
60% ITRT Review									24						24	\$6,600.00					\$0.00	\$0.00	\$6,600.00
90% ITRT Review									16						16	\$4,400.00					\$0.00	\$0.00	\$4,400.00
100% ITRT Review									12						12	\$3,300.00					\$0.00	\$0.00	\$3,300.00
ITRT Review Meeting			3		3				3		3				15	\$3,270.00					\$0.00	\$0.00	\$3,270.00
60% ITRT Review Meeting			1		1				1		1				5	\$1,090.00					\$0.00	\$0.00	\$1,090.00
90% ITRT Review Meeting			1		1				1		1				5	\$1,090.00					\$0.00	\$0.00	\$1,090.00
100% ITRT Review Meeting			1		1				1		1				5	\$1,090.00					\$0.00	\$0.00	\$1,090.00
Quality Assurance			3												9	\$2,250.00					\$0.00	\$0.00	\$2,250.00
60% QA			1		2				2						3	\$750.00					\$0.00	\$0.00	\$750.00
90% QA			1		2				2						3	\$750.00					\$0.00	\$0.00	\$750.00
100% QA			1		2				2						3	\$750.00					\$0.00	\$0.00	\$750.00
3 Meetings			12		16				16						44	\$9,720.00					\$0.00	\$0.00	\$9,720.00
Internal Project Team Meetings			8		8				8						24	\$5,440.00					\$0.00	\$0.00	\$5,440.00
Progress Meeting			1		2				2						5	\$1,070.00					\$0.00	\$0.00	\$1,070.00
60% Workshop			2		2				2						5	\$1,070.00					\$0.00	\$0.00	\$1,070.00
90% Workshop			1		2				2						5	\$1,070.00					\$0.00	\$0.00	\$1,070.00
100% Workshop			1		2				2						5	\$1,070.00					\$0.00	\$0.00	\$1,070.00
4 Site Visit			2		2				2						6	\$1,960.00					\$100.00	\$0.00	\$1,460.00
5 Lift Station Hydraulics & Pump Selection			2		4		4		12						22	\$4,560.00					\$0.00	\$0.00	\$4,560.00
6 Isolation Gate Valve			2		4				12						18	\$3,460.00					\$0.00	\$0.00	\$3,460.00
7 Isolation Gate Valve			1		2				4						6	\$555.00					\$0.00	\$0.00	\$555.00
8 FOG Mitigation			1		4				12						17	\$3,170.00					\$0.00	\$0.00	\$3,170.00
9 Bypass Pumping			2		8				20						30	\$5,680.00					\$0.00	\$0.00	\$5,680.00
10 Electrical and I&C Design (JRSA)															0	\$0.00		\$55,000.00		\$55,000.00	\$0.00	\$55,000.00	
11 Structural Design (FLA)															0	\$0.00	\$28,873.00		\$0.00	\$28,873.00	\$0.00	\$28,873.00	
12 Permitting			2		4				8						14	\$2,800.00					\$0.00	\$0.00	\$2,800.00
13 Prepare Construction Plans			8		36		64		128						236	\$38,260.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$38,260.00
60% Phase			4		18		32		64						116	\$18,680.00					\$0.00	\$0.00	\$18,680.00
90% Phase			2		12		16		32						62	\$10,240.00					\$0.00	\$0.00	\$10,240.00
100% Phase			2		8		16		32						58	\$9,340.00					\$0.00	\$0.00	\$9,340.00
14 Contract Documents and Technical Specifications			14		64				104						182	\$35,620.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$35,620.00
60% Phase			8		24				40						72	\$14,320.00					\$0.00	\$0.00	\$14,320.00
90% Phase			4		20				32						56	\$10,940.00					\$0.00	\$0.00	\$10,940.00
100% Phase			2		20				32						54	\$10,360.00					\$0.00	\$0.00	\$10,360.00
15 Engineer's Opinion of Probable Construction Cost			5		10				20						35	\$7,000.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$7,000.00
60% Submittal			2		4				8						14	\$2,800.00					\$0.00	\$0.00	\$2,800.00
90% Submittal			1		2				4						7	\$1,400.00					\$0.00	\$0.00	\$1,400.00
100% Submittal			1		2				4						7	\$1,400.00					\$0.00	\$0.00	\$1,400.00
16 Submittals									12		6				24	\$4,140.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$4,140.00
60% Design									4		2				8	\$1,380.00					\$0.00	\$0.00	\$1,380.00
90% Design									4		2				8	\$1,380.00					\$0.00	\$0.00	\$1,380.00
100% Design									4		2				8	\$1,380.00					\$0.00	\$0.00	\$1,380.00
17 Final Design Report			4		8				16						28	\$5,600.00					\$0.00	\$0.00	\$5,600.00
18 Pump Pre-Purchase Solicitation and Bid Review			4		8				12						24	\$4,940.00					\$0.00	\$0.00	\$4,940.00
<b>Total</b>																							

**EXHIBIT E**

**CERTIFICATES OF INSURANCE**

**Attached Behind This Page**

