

EXHIBIT

"A"



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

FIRM: WALKER PARTNERS ("Engineer")
ADDRESS: 6850 Austin Center Boulevard, Suite 150, Austin, TX 78731
PROJECT: Phase 1C Water Treatment Plant Expansion and Phase 2 Land Rights
and Stakeholder Coordination

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

THIS CONTRACT FOR ENGINEERING SERVICES ("Contract") is made and entered into on this the ____ day of _____, 2017 by and between the BRUSHY CREEK REGIONAL UTILITY AUTHORITY, a Texas local government corporation, whose offices are located at 221 East Main Street, Round Rock, Texas 78664-5299, (hereinafter referred to as "BCRUA"), and Engineer, and such Contract is for the purpose of contracting for professional engineering services.

RECITALS:

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

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

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

NOW, THEREFORE, WITNESSETH:

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

CONTRACT DOCUMENTS

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

ARTICLE 1 **BCRUA SERVICES**

BCRUA shall perform or provide services as identified in Exhibit A entitled “BCRUA Services.”

ARTICLE 2 **ENGINEERING SERVICES**

Engineer shall perform Engineering Services as identified in Exhibit B entitled “Engineering Services.” As described in Exhibit B, Engineering Services are divided into two major work efforts, *Phase 1C Water Treatment Plant (WTP) Expansion* and *Phase 2 Land Rights and Stakeholder Coordination*.

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

ARTICLE 3 **CONTRACT TERM**

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

(2) Work Schedule. Engineer acknowledges that the Work Schedule is of critical importance, and agrees to undertake all necessary efforts to expedite the performance of Engineering Services required herein so that construction of the project will be commenced and completed as scheduled. In this regard, and subject to adjustments in the Work Schedule as provided in Article 2 herein, Engineer

shall proceed with sufficient qualified personnel and consultants necessary to fully and timely accomplish all Engineering Services required under this Contract in a professional manner.

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

ARTICLE 4 **COMPENSATION**

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

(1) Phase 1C Water Treatment Plant (WTP) Expansion

The amount payable for Phase 1C Engineering Services under this Contract, without modification of the Contract as provided herein, is the sum of One Million Seven Hundred Sixty-Three Thousand Nine Hundred and No/100 Dollars (\$1,763,900.00) as shown in Exhibit D. The lump sum amount payable shall be revised equitably only by written Supplemental Contract in the event of a change in Engineering Services as authorized by BCRUA.

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

The fee herein referenced may be adjusted for additional Engineering Services requested and performed only if approved by written Supplemental Contract.

(2) Phase 2 Land Rights and Stakeholder Coordination

Engineer shall be paid for Phase 2 Engineering Services 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 for Phase 2 Engineering Services under this Contract, without modification of this Contract as provided herein, is the sum of Two Million Twelve Thousand Six Hundred and No/100 Dollars, (\$2,012,600.00). 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 BCRUA, not more frequently than once per month, a progress report as referenced in Article 4 above. Such progress report shall state the percentage of completion of Engineering Services accomplished during that billing period and to date. Simultaneous with submission of such progress report, Engineer shall prepare and submit one (1) original and one (1) copy of a certified invoice in a form acceptable to BCRUA. This submittal shall also include a progress assessment report in a form acceptable to BCRUA.

Progress payments shall be made in proportion to the percentage of completion of Engineering Services identified in Exhibit D. Progress payments shall be made by BCRUA based upon Engineering Services actually provided and performed. Upon timely receipt and approval of each statement, BCRUA shall make a good faith effort to pay the amount which is due and payable within thirty (30) days. BCRUA reserves the right to withhold payment pending verification of satisfactory Engineering Services performed. Engineer has the responsibility to submit proof to BCRUA, adequate and sufficient in its determination, that tasks were completed.

The certified statements shall show the total amount earned to the date of submission and shall show the amount due and payable as of the date of the current statement. Final payment does not relieve Engineer of the responsibility of correcting any errors and/or omissions resulting from his/her/its negligence.

ARTICLE 6

PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Engineer will be made within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which BCRUA receives a correct invoice for services, whichever is later. Engineer may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply in the event:

- A. There is a bona fide dispute between BCRUA and Engineer concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or
- B. The terms of a federal contract, grant, regulation, or statute prevent BCRUA from making a timely payment with federal funds; or
- C. There is a bona fide dispute between Engineer and a subcontractor or between a subcontractor and its supplier concerning supplies, materials, or equipment delivered or the Engineering Services performed which causes the payment to be late; or
- D. The invoice is not mailed to BCRUA in strict accordance with instructions, if any, on the purchase order, or this Contract or other such contractual agreement.

BCRUA shall document to Engineer the issues related to disputed invoices within ten (10) calendar days of receipt of such invoice. Any non-disputed invoices shall be considered correct and payable per the terms of Chapter 2251, V.T.C.A., Texas Government Code.

ARTICLE 7

NOTICE TO PROCEED

The Engineer shall not proceed with any task listed on Exhibit B until the BCRUA has issued a written Notice to Proceed regarding such task. The BCRUA shall not be responsible for work performed or costs incurred by Engineer related to any task for which a Notice to Proceed has not been issued.

ARTICLE 8

PROJECT TEAM

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

Tom Gallier
General Manager
221 E. Main Street
Round Rock, TX 78664
Cell Number (512) 788-2036
Fax Number (512) 218-7097
Email Address tgallier@bcrua.org

BCRUA's Designated Representative shall be authorized to act on BCRUA's behalf with respect to this Contract. BCRUA or BCRUA's Designated Representative shall render decisions in a timely manner pertaining to documents submitted by Engineer in order to avoid unreasonable delay in the orderly and sequential progress of Engineering Services.

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

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

ARTICLE 9

PROGRESS EVALUATION

Engineer shall, from time to time during the progress of the Engineering Services, confer with BCRUA at BCRUA's election. Engineer shall prepare and present such information as may be pertinent and necessary, or as may be requested by BCRUA, in order for BCRUA to evaluate features of the

Engineering Services. At the request of BCRUA or Engineer, conferences shall be provided at Engineer's office, the offices of BCRUA, or at other locations designated by BCRUA. When requested by BCRUA, such conferences shall also include evaluation of the Engineering Services.

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

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

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

ARTICLE 10 **SUSPENSION**

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

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

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

ARTICLE 11 **ADDITIONAL ENGINEERING SERVICES**

If Engineer forms a reasonable opinion that any work he/she/it has been directed to perform is beyond the scope of this Contract and as such constitutes extra work, he/she/it shall promptly notify BCRUA in writing. In the event BCRUA finds that such work does constitute extra work and exceeds

the maximum amount payable, BCRUA shall so advise Engineer and a written Supplemental Contract will be executed between the parties as provided in Article 13. Engineer shall not perform any proposed additional work nor incur any additional costs prior to the execution, by both parties, of a written Supplemental Contract. BCRUA shall not be responsible for actions by Engineer nor for any costs incurred by Engineer relating to additional work not directly associated with the performance of the Engineering Services authorized in this Contract or any amendments thereto.

ARTICLE 12

CHANGES IN ENGINEERING SERVICES

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

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

ARTICLE 13

SUPPLEMENTAL CONTRACTS

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

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

ARTICLE 14

OWNERSHIP OF DOCUMENTS

All data, basic sketches, charts, calculations, plans, specifications, and other documents created or collected under the terms of this Contract are the exclusive property of BCRUA and shall be furnished to BCRUA upon request. All documents prepared by Engineer and all documents furnished to Engineer by BCRUA shall be delivered to BCRUA upon completion or termination of this Contract. Engineer, at its own expense, may retain copies of such documents or any other data which it has furnished BCRUA under this Contract.

ARTICLE 15
PERSONNEL, EQUIPMENT AND MATERIAL

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

ARTICLE 16
SUBCONTRACTING

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

ARTICLE 17
EVALUATION OF ENGINEERING SERVICES

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

ARTICLE 18
SUBMISSION OF REPORTS

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

ARTICLE 19
VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

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

ARTICLE 20

TERMINATION

This Contract may be terminated as set forth below.

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

Should BCRUA terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to Engineer. In determining the value of the Engineering Services performed by Engineer prior to termination, BCRUA shall be the sole judge. Compensation for Engineering Services at termination will be based on a percentage of the Engineering Services completed at that time. Should BCRUA terminate this Contract under Subsection (4) immediately above, then the amount charged during the thirty-day notice period shall not exceed the amount charged during the preceding thirty (30) days.

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

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

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

ARTICLE 21
COMPLIANCE WITH LAWS

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

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

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

ARTICLE 22
INDEMNIFICATION

Engineer shall save and hold harmless BCRUA and its officers and employees from all claims and liabilities due to activities of his/her/itself and his/her/its agents or employees, performed under this Contract, which are caused by or which result from the negligent error, omission, or negligent act of Engineer or of any person employed by Engineer or under Engineer's direction or control.

Engineer shall also save and hold BCRUA harmless from any and all expenses, including but not limited to reasonable attorneys fees which may be incurred by BCRUA in litigation or otherwise defending claims or liabilities which may be imposed on BCRUA as a result of such negligent activities by Engineer, its agents, or employees.

ARTICLE 23
ENGINEER'S RESPONSIBILITIES

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

ARTICLE 24
ENGINEER'S SEAL

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

ARTICLE 25
NON-COLLUSION, FINANCIAL INTEREST PROHIBITED

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

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

ARTICLE 26
INSURANCE

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

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

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

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

- (a) Each policy shall require that thirty (30) days prior to the expiration, cancellation, non-renewal or reduction in limits by endorsement a notice thereof shall be given to BCRUA by certified mail to:

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

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

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

ARTICLE 27

COPYRIGHTS

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

ARTICLE 28

SUCCESSORS AND ASSIGNS

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

ARTICLE 29

SEVERABILITY

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

ARTICLE 30

PRIOR AGREEMENTS SUPERSEDED

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

ARTICLE 31
ENGINEER'S ACCOUNTING RECORDS

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

ARTICLE 32
NOTICES

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

BCRUA:

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

and to:

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

Engineer:

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

ARTICLE 33
GENERAL PROVISIONS

(1) Time is of the Essence. Engineer understands and agrees that time is of the essence and that any failure of Engineer to complete the Engineering Services for each phase of this Contract within the agreed Work Schedule may constitute a material breach of this Contract. Engineer shall be fully responsible for his/her/its delays or for failures to use his/her/its reasonable efforts in accordance with the terms of this Contract and the Engineer's standard of performance as defined herein. Where damage

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

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

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

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

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

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

ARTICLE 34 **SIGNATORY WARRANTY**

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

IN WITNESS WHEREOF, the BCRUA of Round Rock has caused this Contract to be signed in its corporate name by its duly authorized BCRUA Manager or Mayor, as has Engineer, signing by

and through its duly authorized representative(s), thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof.

BRUSHY CREEK REGIONAL UTILITY AUTHORITY

APPROVED AS TO FORM:

By: _____
Jon Lux, President

Stephan L. Sheets, BCRUA Attorney

ATTEST:

By: _____
Ron Abruzzese, BCRUA Secretary

WALKER PARTNERS

By: _____
Signature of Principal
Printed Name: _____

LIST OF EXHIBITS ATTACHED

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

EXHIBIT A

BCRUA Services

Attached Behind This Page

EXHIBIT A
OWNER SERVICES

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

- A. Review and comment on all deliverables in a timely manner. OWNER will provide a single set of consolidated OWNER review comments on all deliverables.
- B. Coordinate with cooperating jurisdictional and environmental permitting agencies as needed and issue payment for required reviews, approvals, and permits.
- C. Participate in project meetings, workshops, and conference as described in the scope of services.
- D. OWNER is responsible for posting meetings and other technical materials on the OWNER website.
- E. Provide ENGINEER in a timely manner with all criteria and full information as to OWNER'S requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the Drawings and Specifications; and furnish copies of OWNER'S standard forms, conditions, and related documents for ENGINEER to include in the Bidding Documents, when applicable.
- F. Furnish to ENGINEER any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.
- G. Following ENGINEER'S assessment of initially-available Project information and data and upon ENGINEER'S request, furnish or otherwise make available in a timely manner such additional Project related information and data as is reasonably required to enable ENGINEER to complete its Basic and Additional Services.
- H. Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of the presence at the Site (OWNER water treatment plant and/or OWNER floating intake facilities) of any Constituent of Concern, or of any other development that affects the scope or time of performance of ENGINEER'S services, or any defect or nonconformance in ENGINEER'S services, the Work, or in the performance of any Contractor.
- I. Authorize ENGINEER to provide Additional Services as set forth in this Agreement as required.
- J. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by ENGINEER (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as OWNER deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- K. Provide reviews of all permits that may be necessary for completion of each phase of the Project.

- L. Provide, as required for the Project:
 - 1) Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.
 - 2) Legal services with regard to issues pertaining to the Project as OWNER requires or deems appropriate, Contractor raises, or ENGINEER reasonably requests, including but not limited to the review of Contract Documents supplied by ENGINEER.
 - 3) Such auditing services as OWNER requires to ascertain how or for what purpose Contractor has used the moneys paid
 - 4) Placement and payment for advertisement for Bids in appropriate publications.
- M. Advise ENGINEER of the identity and scope of services of any independent consultants employed by OWNER to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.
- N. Attend the construction progress and other job related meetings, and Substantial Completion and final payment inspections.
- O. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of Samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of OWNER, prior to their incorporation into the Work with appropriate professional interpretation thereof.
- P. Provide ENGINEER with the findings and reports generated by the entities providing services to OWNER pursuant to this paragraph.

EXHIBIT B ENGINEERING SERVICES

GENERAL

The Project consists of the following major work efforts:

1) Phase 1C Water Treatment Plant (WTP) Expansion

Phase 1C consists of an expansion of the Phase 1A floating raw water intake and WTP from approximately 21 million gallons per day (MGD) to 30 MGD. Phase 1C also includes modifications and improvements to the existing raw water pipeline and elevated storage tank. Basic services for Phase 1C include design and bidding phase services. Construction phase services will be provided as an additional service as a supplemental amendment to this Agreement.

2) Phase 2 Land Rights and Stakeholder Coordination

Phase 2 includes acquisition of easements and land rights for the 144.7 MGD Phase 2 Deep Water Intake including easements for the intake, intake and transmission tunnels, and electrical service upgrades. Phase 2 also includes stakeholder coordination, public outreach, and select engineering activities to facilitate project development.

The purpose of this Exhibit is to describe engineering and professional services for completion of the Phase 1C and Phase 2 Projects. The primary tasks and major subtasks of this agreement include:

1.0 Phase 1C WTP Expansion

1.1 Project Management, Coordination and Meetings

1.2 Design Phase

1.2.1 Preliminary Engineering

1.2.2 Final Engineering

1.3 Bidding Phase

1.4 Agency and Stakeholder Coordination

1.5 Special Services

2.0 Phase 2 Land Rights and Stakeholder Coordination

2.1 Project Management, Coordination and Meetings

2.2 Land Acquisition and Right of Way

2.2.1 Prioritization Plan and Property Research

2.2.2 New Overhead Electric Easement Evaluation

2.2.3 Nameless Substation Expansion Evaluation

2.2.4 Right-of-Entry

2.2.5 Surveying and Mapping

2.2.6 Real Estate Appraisal and Negotiation Services

2.3 Agency and Stakeholder Coordination

2.4 Preliminary Design Updates

3.0 Additional Services

GENERAL ASSUMPTIONS

ENGINEER'S general assumptions apply to all tasks set forth in this Exhibit. Assumptions specific to Phase 1C and Phase 2 are provided in the Basic Scope of Services.

- 1. OWNER shall furnish ENGINEER with information pertinent to the Project including CAD files prepared by others for the Phase 1A Water Treatment Plant Project and CAD and parcel files for the Phase 2 Preliminary Engineering Project.*
- 2. Draft and final deliverables will be provided in electronic (PDF) format and 10 printed copies will be provided to OWNER for review and filing. Drawings will generally be produced as bound sets of half-size prints. Five bound sets of full-size prints of final bidding and conformed documents shall be produced.*

BASIC SCOPE OF SERVICES

Task 1.0 - Phase 1C WTP Expansion

Task 1.0 shall include design and bidding of the following project elements and facilities:

- Expansion of the Phase 1A floating raw water intake barge. The expansion will be designed by ENGINEER and not completed as a bid allowance to Marine Dynamics as performed in Phase 1A.
- Three additional raw water pumps similar in design and performance to the existing 4160V, 700 horsepower vertical turbine pumps. One pump will have a VFD and the other two pumps will include soft starts.
- New raw water intake ancillary appurtenances including raw water discharge hoses, anchoring systems, and marine power and control conductors.
- Improvements to the existing raw water electrical building to improve ventilation and air handling.
- Implementation of surge control modifications to the existing raw water transmission main to mitigate Phase 2 transient events as described in the Phase 2 Raw Water Pump Station Hydraulic Transient Analysis by Northwest Hydraulic Consultants (Strategy 1).
- Raw water transmission main piping improvements at the WTP to facilitate the future addition of two raw water head tanks.
- Expansion of the treatment structure to add a new treatment train. Project facilities include a new raw water meter vault, hydraulic rapid mix, two flocculation trains, flocculated water channel, sedimentation basin inlet channel, sedimentation basin, sludge collection equipment, basin outlet channel, settled water channel, sludge vault, and filter underdrain and media for two existing filter bays.

- Upgrades to the polymer chemical delivery system.
- Sludge thickener.
- Re-coating of the WTP elevated storage tank interior.
- Replacement of non-functional manually operated valves on the filter-to-waste system with new manually operated valves.
- Security and access control improvements including a new camera at the main entrance of the WTP administration building and access control improvements to link cameras and call buttons to mobile devices.

The following assumptions have been made in preparing the scope of services for Task 1.0 – Phase 1C WTP Expansion:

- The capacity of the floating raw water intake and WTP after Phase 1B and 1C is approximately 21 MGD and 30 MGD, respectively.
- The Phase 1C floating raw water intake and WTP expansion shall be bid as two separate construction contracts.
- The Phase 1C construction contracts shall be bid as competitive sealed proposals utilizing the City of Cedar Park front end documents and CSI MasterFormat (6-digit, 50 division).
- SCADA integration shall be performed by OWNER'S SCADA Integrator, TMT Solutions, Inc., as a bid allowance.
- Electronic AutoCAD record drawings of the Phase 1A floating pump station and WTP projects will be made available by OWNER. Re-drawing of existing structures to be considered an additional service.
- It is understood that the rerated capacity of the OWNER system after completion of Phase 1B is likely to be lower than contemplated during design of Phase 1A. The capacity shortfall will not affect the ability to deliver a minimum of 30 MGD from Phase 1C; however, the capacity of Phase 1D and subsequent WTP expansions will be lower than anticipated during Phase 1A thereby resulting in a reduced ultimate WTP capacity. Various alternatives exist to address this shortfall and maintain an ultimate WTP capacity of 106 MGD. Since the capacity of this expansion will not be significantly impacted by the final approved rerate conditions from Phase 1B, this scope of services will expand the raw water intake and WTP facilities as originally envisioned during design of Phase 1A and does not include an investigation of alternatives to correct this issue. It is recommended that this matter be resolved during final design of Phases 1D and 2.
- No additional borings are required based on a current understanding of the 2008 geotechnical report prepared by Fugro and the facility layout and foundation configuration.
- ENGINEER shall not be required to sign any documents, no matter by whom requested, that would result in the ENGINEER having to certify, guarantee, or warrant the existence of conditions whose existence the ENGINEER cannot ascertain. OWNER agrees not to make resolution of any dispute with the ENGINEER or payment of any amount due to the ENGINEER in any way contingent upon the ENGINEER signing any such documents.
- It is recognized that neither ENGINEER nor the OWNER has control over the cost of labor, materials or equipment; over the Contractor's methods of determining bid prices; or over

competitive bidding, market or negotiating conditions. Accordingly, ENGINEER cannot and does not warrant or represent that bids or negotiated prices will not vary from the OWNER'S Project budget or from any opinion of construction cost or evaluation prepared or agreed to by ENGINEER.

1.1 **Project Management, Coordination and Meetings**

1.1.1 **Project Administration.**

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

1.1.2 **Project Meetings.** Participants include staff from OWNER and ENGINEER, as well as key ENGINEER subconsultant staff. ENGINEER will prepare meeting minutes and submit for review and comment within 10 days of each meeting.

- 1.1.2.1 Attend a project kickoff meeting with OWNER.
- 1.1.2.2 Attend a project review meeting with OWNER and Wiss Janney Elstner Associates to review the Phase 1A site visit reports that may potentially impact design of Phase 1C. It is assumed that the project kickoff meeting and project review meeting will be scheduled on the same day.
- 1.1.2.3 Attend monthly progress meetings with OWNER for a total of 12 meetings.
- 1.1.2.4 Attend up to two meetings with the OWNER'S Board to provide a presentation on the background and status of the Project and provide regular progress and status updates.

Task 1.1 Project Management Deliverables

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

- *Monthly progress meeting agendas and minutes (12)*
- *Board presentations (2)*

1.2 **Design Phase.** The purpose of this task is to prepare final drawings and specification for the Project that indicates the scope, extent and character of Work to be performed and furnished by a Contractor. The Design Phase will be considered complete at the date when final bidding documents have been delivered to the OWNER.

1.2.1 **Preliminary Engineering.** The purposes of this subtask are to establish the major project design criteria and constraints to clearly identify the design concepts and address major conflicts.

1.2.1.1 Land acquisition and field reconnaissance.

1.2.1.1.1 Acquire temporary construction easements on Trails End Road for the placement of six new combination air-vacuum (CAV) valves on the existing raw water transmission main.

1.2.1.1.1.1 Obtain rights of entry for survey of temporary construction easements.

1.2.1.1.1.2 Perform field survey and prepare field notes from temporary construction easements.

1.2.1.1.1.3 Provide land acquisition real estate appraisal and negotiation services to convey required land rights and deliver payment to property owners. Send final offer package. Provide condemnation support services as an additional service if negotiations are unsuccessful.

1.2.1.1.2 Research and field verify size and space constraints in 10 existing CAV vaults that require a surge check feature on the inlet of the existing CAV as documented in the Phase 2 Raw Water Pump Station Hydraulic Transient Analysis by Northwest Hydraulic Consultants (Strategy 1).

1.2.1.2 Geotechnical investigation.

1.2.1.2.1 Review the 2008 Phase 1A geotechnical report prepared by Fugro and perform a site visit to review existing site conditions including wall and column locations and the locations and extent of excess fill placement.

1.2.1.2.2 Prepare a Geotechnical Technical Memorandum addressing the suitability of the 2008 recommendations for the new facilities that can be included with the 2008 Phase 1A geotechnical report prepared by Fugro in the Phase 1C project manual. Submit draft and final versions of the Technical Memorandum. Attach the Geotechnical Technical Memorandum as an Appendix to the Basis of Design Report.

- 1.2.1.3 Hydraulic transient analysis. Perform a hydraulic transient analysis using TransAM transient analysis software to analyze the Phase 1C floating pump station expansion and improvements of the Phase 1A Contract 1 raw water transmission main.
 - 1.2.1.3.1 Modify the existing Phase 2 transient analysis computer model to include the Phase 1A Contract 3 floating intake and Phase 1A Contract 2 underwater pipeline.
 - 1.2.1.3.2 Define the critical operating scenarios for the system and establish hydraulic grade line elevations for the raw water transmission pipeline under steady state operation and static conditions.
 - 1.2.1.3.3 Perform hydraulic transient analysis simulations including pump power failure, planned pump shutdown, and pump startup for the critical operating scenarios.
 - 1.2.1.3.4 Assess whether surge control measures are required to protect the floating intake and Phase 1A Contract 1 and 2 pipelines from adverse pressure transients (e.g., over-pressurization, vapor cavity formation, and large magnitude negative pressures). If surge control measures are advisable, recommend surge protection measures for the system.
 - 1.2.1.3.5 Prepare a Hydraulic Transient Analysis Technical Memorandum. Submit draft and final versions of the Technical Memorandum. Attach the Hydraulic Transient Analysis Technical Memorandum as an Appendix to the Basis of Design Report.
- 1.2.1.4 Basis of Design Report. The purpose of the Basis of Design Report is to document and communicate the scope, design criteria, and details of the project. The Report includes the following evaluations and information for improvements to the floating raw water intake, raw water transmission main, and WTP. Prepare and submit draft and final versions of the Report.
 - 1.2.1.4.1 Design criteria. Define design criteria and major assumptions used in the evaluation and design of equipment, structures, and alternatives.
 - 1.2.1.4.2 Site layouts. Develop site layouts of the proposed improvements.
 - 1.2.1.4.3 Hydraulic profiles. Prepare hydraulic profiles of the raw water system and WTP.
 - 1.2.1.4.4 Primary system P&IDs. Develop major process P&IDs.
 - 1.2.1.4.5 Process flow diagrams.
 - 1.2.1.4.6 Facility water balance. Update the facility water balance prepared for Phase 1A and 1B based on anticipated OWNER operation strategies.

- 1.2.1.4.7 Preliminary raw water transmission main CAV upgrades and retrofit plan and schematics.
- 1.2.1.4.8 Floating pump station layout and sections. Evaluation includes the review of two expansion alternatives including fixed expansion of the existing barge and separate parallel expansion.
- 1.2.1.4.9 Process structural layouts and sections with main piping and valves.
- 1.2.1.4.10 Major equipment list.
- 1.2.1.4.11 Disinfection CT study update.
- 1.2.1.4.12 Supporting utility requirements.
- 1.2.1.4.13 Raw water pump station electrical building space load simulation and HVAC improvements to improve cooling.
- 1.2.1.4.14 HVAC mechanical load simulation of space loads at the WTP to confirm existing cooling capacity is sufficient given new electrical equipment density.
- 1.2.1.4.15 Instrumentation and control system architecture.
- 1.2.1.4.16 Electrical one-line diagrams.
- 1.2.1.4.17 Power system study to verify voltage dip and load flow.
- 1.2.1.4.18 Site electrical plans.
- 1.2.1.4.19 Security and access improvements. Evaluate security and access control improvements including a new camera at the main entrance of the WTP administration building and access control improvements to link viewing and operation of cameras and call buttons at the WTP gate and administrative building main door to mobile devices.
- 1.2.1.4.20 Codes and standards and site development permitting summaries. Develop codes, standards, and permitting requirements that guide selection of alternatives, layouts, and equipment.
- 1.2.1.4.21 Preliminary opinion of probable construction costs.
- 1.2.1.4.22 Preliminary project schedule.

1.2.2 **Final Engineering.** The purpose of this subtask is to finalize major design decisions and prepare final construction plans, specifications, and an opinion of probable construction costs for bidding.

1.2.2.1 60 Percent Design.

- 1.2.2.1.1 Prepare construction drawings to a 60 percent level of completion. This level of completion will generally include the following: cover sheet, sheet index, general notes, abbreviations and symbols, site plans, yard piping plan, grading plan, plans and sections of major facilities, key details, structural design of major facilities, P&IDs, key electrical and instrumentation diagrams.

- 1.2.2.1.2 Prepare specifications to a 60 percent level of completion. This level of completion will generally include the following: table of contents, front end documents, and specifications for major equipment.
- 1.2.2.1.3 Adjust and update the opinion of probable construction cost as required.
- 1.2.2.1.4 Submit 60 percent design documents to OWNER for review. Incorporate OWNER comments into subsequent submittals and provide written responses to review comments.
- 1.2.2.2 90 Percent Design
 - 1.2.2.2.1 Prepare construction drawings to a 90 percent level of completion. This level of completion is a set of bid-ready documents with the exception of minor comments related to final quality control, OWNER review comments, and agency review comments.
 - 1.2.2.2.2 Prepare specifications to a 90 percent level of completion. This level of completion is a set of bid-ready documents with the exception of minor comments related to final quality control, OWNER review comments, and agency review comments.
 - 1.2.2.2.3 Prepare a 90 percent design opinion of probable construction costs.
 - 1.2.2.2.4 Submit 90 percent design documents to OWNER for review. Incorporate OWNER comments into subsequent submittals and provide written responses to review comments.
- 1.2.2.3 Final Bidding Documents
 - 1.2.2.3.1 Prepare and furnish final drawings and specifications with incorporated compliance comments and OWNER signatures.
 - 1.2.2.3.2 Prepare an opinion of probable construction costs based on the final documents.

Task 1.2 Design Phase Deliverables

- *Temporary construction easements along Trails End Road for new CAV valves.*
- *Geotechnical Technical Memorandum*
- *Hydraulic Transient Analysis Technical Memorandum*
- *Basis of Design Report*
- *60 Percent Submittal (Drawings, Specifications, Opinion of Probable Construction Costs)*
- *90 Percent Submittal (Drawings, Specifications, Opinion of Probable Construction Costs)*
- *Final Bidding Documents (Drawings and Project Manual)*
- *Final Opinion of Probable Construction Cost*

- 1.3 **Bidding Phase.** Assist OWNER in advertising, obtaining, and evaluating proposals for the Work. Phase 1C floating raw water intake and WTP expansion shall be bid as two separate construction contracts. The Bidding Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors.
- 1.3.1 Assist OWNER in advertising for and obtaining proposals for the Work and, where applicable, maintain a record of prospective proposers to whom Bidding Documents have been issued, conduct one pre-Bid conference for each construction contract, and receive and process contractor deposits or charges for the Bidding Documents. OWNER shall pay for advertisement of the Work.
 - 1.3.2 Issue Addenda as appropriate to clarify, correct, or change the Bidding Documents.
 - 1.3.3 Consult with OWNER to evaluate the acceptability of substitute materials and equipment proposed by potential contractor(s) when substitution prior to the award of contracts is allowed by the Contract Documents.
 - 1.3.4 Provide information or assistance needed by OWNER in the course of any negotiations with prospective contractors.
 - 1.3.5 Consult with OWNER as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the Work as to which such acceptability is required by the Bidding Documents. Prequalifying prime contractors and subcontractors is not included in this effort.
 - 1.3.6 Attend the Bid opening, Prepare Bid tabulation sheets, and assist OWNER in evaluating Bids or proposals and in assembling and awarding OWNER for the Work. Prepare stamped ENGINEER'S recommendation letter and bid tabulation analysis.
 - 1.3.7 Prepare conformed bidding documents. Incorporate addenda modifications into the drawings and specifications.

Task 1.3 Bidding Phase Deliverables

- *Addenda as required*
- *Pre-bid Conference Agenda and Meeting Minutes (2)*
- *Award Recommendation Letter (2)*
- *Conformed construction drawings and specifications (2)*

- 1.4 **Agency and Stakeholder Coordination.** Coordinate with jurisdictional, regulatory, permitting, and external utility agencies.
- 1.4.1 **Travis County.** Coordinate with Travis County to discuss construction activities and the use of Travis County right-of-way along the raw water transmission main to construct six new CAV valves and retrofit 10 existing CAV valves. Support preparation of applications for required permits and approvals. Attend up to two meetings with Travis County.

- 1.4.2 **City of Jonestown.** Coordinate with the City of Jonestown to discuss construction activities along Trails End Road. Support preparation of applications for required permits and approvals. Attend up to two meetings with City of Jonestown.
- 1.4.3 **Pedernales Electric Cooperative (PEC).** Coordinate electrical power requirements with PEC for upgrading infrastructure to serve the project facilities at the floating intake and WTP sites. Prepare and submit an Electric Service Data Form. Attend up to two meetings with PEC.
- 1.4.4 **Lower Colorado River Authority (LCRA).** Coordinate with LCRA for review and approval of the floating raw water intake expansion. Support preparation of applications for required permits and approvals. It is anticipated that a Buoy Permit and Utility Permit may be required.
- 1.4.5 **Texas Commission on Environmental Quality (TCEQ).** Coordinate with TCEQ for permitting review. Attend up to two meetings with TCEQ.
- 1.4.6 **Texas Water Development Board (TWDB).** Support OWNER coordination with TWDB.

Task 1.4 Agency and Stakeholder Coordination Deliverables

- *Stakeholder coordination meeting minutes (as required)*
- *Applications for permit and approvals (as required)*

1.5 **Special Services.** If authorized in writing by OWNER, ENGINEER shall perform the following Special Services.

1.5.1 **Evaluation of Velocity Conditions in Existing Sedimentation Basins.**

- 1.5.1.1 Utilize acoustic Doppler survey of an existing sedimentation basin at average demand and peak flow conditions. Profile up to six transects along the length of one sedimentation basin. It is assumed that the WTP can sustain a peak capacity condition of approximately 11 MGD or at a flow to obtain a basin velocity at or above 0.5 cm/second through one basin for at least three consecutive hours. Prepare and submit a technical memorandum on the findings of the evaluation.
- 1.5.1.2 Based on the recommendations of the velocity profiling identified in the preceding Task and the potential identification of non-uniform velocity conditions, provide computation fluid dynamics (CFD) modeling to evaluate potential improvements to the sedimentation basin design. ANSYS Fluent software will be used to conduct CFD modeling. The inlet and downstream extent of the model will be the flocculator basin gates entering the flocculated water channel (TSC-SLG-FLX02). The outlet of the downstream extent of the model will be the sedimentation basin outlet channel gate (TSC-SLG-SBX02). Conduct up to six simulations including two simulations to confirm the velocity profile measurements conducted in the preceding Task. The model will be conducted at steady-state with a fixed water surface and single-phase flow (water

only). For each modeled scenario, a conservative tracer will be simulated using the model. Flocculated particles will not be modeled. Model results will be presented to OWNER for validation and selection of improvements and modifications to be modeled. A technical memorandum presenting the simulation model results (validation and modification) will be submitted and presented. OWNER comments will be addressed and the technical memorandum will be finalized and incorporated in the Basis of Design Report.

- 1.5.2 **Raw Water Pump Station Power Factor Evaluation.** Evaluate the type and size of power factor correction required to correct the power factor at the floating pump station site to meet Pedernales Electric Cooperative's power factor requirements. Prepare a Technical Memorandum describing options for correcting power factor and opinions of probable construction cost for OWNER review and approval. Design of a power factor correction capacitor is not included.

Task 1.5 Special Services Deliverables

- *Sedimentation Basin Hydraulic Evaluation Technical Memorandum*
- *Power Factor Correction Technical Memorandum*

Task 2.0 - Phase 2 Land Rights and Stakeholder Coordination

Task 2.0 shall include the following efforts related to the Phase 2 Deep Water Intake:

- Acquisition of easements and land rights for the Phase 2 project including easements for the intake, intake tunnel, transmission tunnel, and electrical service upgrades.
- Stakeholder coordination and public outreach.
- Limited preliminary design updates to support project development.

The following assumptions have been made in preparing the scope of services for Task 2.0 – Phase 2 Land Rights and Stakeholder Coordination:

- The Phase 2 Preliminary Engineering Report dated June 1, 2016 and prepared by HDR is the source document for easement and right of way alignments and widths.
- Preliminary engineering electronic AutoCAD drawings, GIS files, parcel files, and groundwater well inventory database related to design and land rights aspects of the Phase 2 project prepared by HDR and subconsultants to HDR will be made available by OWNER.
- Fees associated with title commitments, insurance, recording fees, and title curative will be paid by OWNER.
- Fees charged by financial institutions to process lien releases or title escrow fees will be paid by OWNER.
- Presentation and discussion of property owner counteroffers will occur during monthly progress meetings with OWNER.

2.1 Project Management, Coordination and Meetings

2.1.1 Project Administration.

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

2.1.2 Project Meetings. Participants include staff from OWNER and ENGINEER, as well as key ENGINEER subconsultant staff. ENGINEER will prepare meeting minutes and submit for review and comment within 10 days of each meeting.

- 2.1.2.1 Attend a project kickoff meeting with OWNER.
- 2.1.2.2 Attend monthly progress meetings with OWNER for a total of 17 meetings.
- 2.1.2.3 Attend up to two meetings with the OWNER'S Board to provide a presentation on the background and status of the Project and provide regular progress and status updates.

Task 2.1 Project Management Deliverables

- *Monthly invoices and project progress reports*
- *Project schedule (submitted monthly)*
- *Kickoff meeting agenda and minutes*
- *Monthly progress meeting agendas and minutes (24)*
- *Board presentations (2)*

- 2.2 **Land Acquisition and Right of Way.** Support acquisition of easements and land rights for the Phase 2 Deep Water Intake project. The total number of parcels/easements for Task 2.2 is 106 including 1 fee simple, 4 temporary easements, 53 permanent easements, and 48 rights of entry for locating existing groundwater wells along the intake tunnel alignment as described in Task 2.4.1 Well Mapping, Monitoring, and Mitigation Plan.
- 2.2.1 **Land Acquisition Prioritization.** Develop a land acquisition prioritization plan to rank the relative order of importance of the acquisition of each easement/parcel and document the plan in a brief memorandum. The purpose of this plan is to guide the strategic acquisition of easement and right of way should the costs of acquiring easements and right of way exceed the amount budgeted by OWNER.
- 2.2.2 **New Overhead Electric Easement Evaluation.** Confirm power distribution routes and land requirements documented in the 2016 Preliminary Engineering Report. For segments of new overhead electric distribution lines from the Nameless substation to the proposed Phase 2 pump station location, identify additional easement requirement for guy wires beyond the standard 20 feet wide easement required by PEC. This evaluation does not include an evaluation of upgrades to existing overhead electric facilities and any additional easement requirements associated with these requisite upgrades.
- 2.2.2.1 Determine Guy Wire Easement Requirements. Identify additional easement requirement for guy wires beyond the standard 20 feet wide easement required by PEC. Document findings and recommendations in a Technical Memorandum. Attend up to four meetings with PEC.
- 2.2.2.2 Environmental Constraints Review. Perform an environmental review of the new easements required to extend power from the PEC Nameless substation to the Phase 2 pump station site on Lime Creek Road. The review includes desktop and field reconnaissance review of approximately two miles of “new build” overhead electric power supply. Specific tasks are as follows. The review does not include the assessment “rebuild” portions of the recommended route wherein existing overhead electric in existing easements will be rebuilt and improved to serve the Phase 2 project. An Environmental Constraints Report will be submitted and presented. OWNER comments will be addressed and the Report will be finalized.
- 2.2.2.2.1 Jurisdictional Waters Assessment. Identify the location and extent of potential waters of the U.S. in accordance with Section 404 of the Clean Water Act. Utilize aerial photographs, topographical maps, National Wetlands Inventory database, National Hydrography Dataset, soil surveys, and conduct the appropriate field work.
- 2.2.2.2.2 Hazardous Materials Review. Conduct a hazardous materials review of the study area by completing an American Society for Testing and Materials (ASTM) standard environmental background search and site reconnaissance. The study does not include a complete ASTM 1527-05 level of review.

- 2.2.2.2.3 Endangered Songbird Review. Perform a habitat assessment for golden-cheeked warbler and black-capped vireo. The task includes visual inspection within the proposed alignment easements and does not include habitat evaluation outside of the project alignment in adjacent areas.
- 2.2.2.2.4 Cultural Resources Investigations. Prepare a Texas Historical Commission (THC) permit application to perform a cultural resources study. The work includes a pedestrian survey, shovel testing, site photography, site recording, preliminary archival research, National Register eligibility assessment, data analysis, and report preparing and curation in accordance with THC and the Council of Texas Archaeologists standards. The findings of the cultural survey will be prepared as a stand-alone report.
- 2.2.3 **Nameless Substation Expansion Evaluation.** Coordinate with PEC and perform required evaluations to determine the land requirements for expansion of the Nameless substation. Summarize the channel diversion and environmental review findings in a technical memorandum.
 - 2.2.3.1 Channel Diversion Analysis. An existing ephemeral stream crosses the proposed substation expansion site. Prepare a conceptual level channel diversion plan to accommodate the substation expansion plan proposed by PEC. Complete a topographic and tree survey of the approximate one acre expansion tract using one foot interval contours. The survey will include locating all improvements and visible utilities. The tree survey will include trees 8-inch diameter and larger. Provide a hydrologic and hydraulic analysis for the 2-year through 100-year storm events. Determine the size, typical cross-section and alignment of the proposed channel diversion around the expansion area. Determine the area of likely disturbance and approximate cut and fill quantities. Propose the channel lining and energy dissipation options, if necessary, and erosion control measures for the period during and after construction of the diversion.
 - 2.2.3.2 Environmental Review. Review the substation expansion and channel diversion plans generated in the preceding task for impacts to waters of the US and permitting implications.
- 2.2.4 **Rights of Entry.** Prepare and mail introduction letter with request for right to enter property. Communicate and coordinate with property owners to secure rights of entry. A total of 106 rights of entry are anticipated inclusive of rights of entry for locating existing groundwater wells along the intake tunnel alignment as described in Task 2.4.1 Well Mapping, Monitoring, and Mitigation Plan. Property owner participation for inventorying existing groundwater wells is voluntary. Task 2.4.1 defines the objectives and approach to development of the well inventory.
- 2.2.5 **Surveying and Mapping.** Perform surveying services for a total of 48 acquisitions.

- 2.2.5.1 Verify and recover existing project control points. Horizontal and vertical datums for project control will remain on NAD83/NAVD88 Texas State Plane, Central Zone.
- 2.2.5.2 Field survey. Perform boundary survey and prepare exhibits and field notes of parcels to be conveyed. The anticipated number of parcels to be surveyed for easements for each project component is as follows.
 - 2.2.5.2.1 Electrical upgrade easements. Survey a portion of 27 parcels for required for power distribution upgrades and relocation of existing electric facilities at the pump station site. The estimated area of the substation site is 1.25 acres. The assumed width of new electrical distribution easements is 20 feet. Additional easement width may be required as determined in Task 2.4.2 for guy wires.
 - 2.2.5.2.2 Subsurface easements. Survey 27 parcels for subsurface easements. The assumed width of subsurface easements for tunnels is 50 feet. Perform a profile survey every 100 linear feet and at grade breaks along the centerline of the intake tunnel alignment (not including submerged areas). Locate building and homes within the proposed tunnel easements.
 - 2.2.5.2.3 Drop shaft easements. Stake two proposed drop shaft locations and survey a portion of three parcels and road right of way for the proposed drop shaft easements. The location, size and configuration of these easements is described in Exhibit 2 of Technical Memorandum 6-2 in the 2016 Phase 2 Preliminary Engineering Report.
- 2.2.5.3 Groundwater well locates. Locate existing groundwater wells along an 800 foot corridor centered on the intake tunnel alignment using X, Y, and Z coordinates. Contingent on the voluntary participation of property owners, it is anticipated that up to 48 existing groundwater wells may be located along this corridor.
- 2.2.5.4 Monitoring well locates. Stake four monitoring well locations in Village of Volente right of way along Lime Creek Road using X, Y, and Z coordinates. Locate the monitoring wells as placed and drilled.
- 2.2.6 **Real Estate Appraisals and Land Plan.**
 - 2.2.6.1 Notices.
 - 2.2.6.1.1 Prepare and conduct personal pre-appraisal contact with interest owners or their designated representatives for each parcel/easement and offer an opportunity to accompany the Appraiser on the inspection of the subject property.
 - 2.2.6.1.2 Secure written permission from the property owner or their designated representative to enter the subject property. If, after diligent effort, the Appraiser is unable to secure written permission

from the property owner, a written waiver must be obtained from BCRUA.

- 2.2.6.2 Appraisal Report. Prepare an appraisal report for each parcel/easement to be acquired. Reports will conform to the Uniform Standards of Professional Appraisal Practice as promulgated by the Appraisal Foundation.
- 2.2.6.3 Land Plan. Prepare a land plan for the Attwood property. Consider the location and depth of the tunnel and review property owner's master plan in relationship to the proposed tunnel. Prepare schematic plans, exhibits, and a land plan report. Review findings with Village of Volente staff to evaluate feasibility. Prepare a remainder plan with required alterations to the property owner's master plan.

2.2.7 Negotiation Services.

- 2.2.7.1 Analyze preliminary Title Commitment report to identify potential title problems and prepare a title curative plan outlining methods to cure title deficiencies.
- 2.2.7.2 Secure Title Commitment updates in accordance with insurance rules and requirements for parcel/easement payment submissions.
- 2.2.7.3 Analyze appraisal report and confirm OWNER approved value prior to making offer for each parcel/easement.
- 2.2.7.4 Prepare and send the letter transmitting the Landowner's Bill of Rights by Certified Mail-Return Receipt Requested (CMRRR).
- 2.2.7.5 Prepare documents required on forms approved by OWNER (i.e., the initial offer letter, memorandum of agreement, instruments of conveyance).
- 2.2.7.6 Send the written offer and appraisal report to each property owner or the property owner's designated representative by CMRRR.
- 2.2.7.7 Maintain follow-up contacts and secure the instruments necessary for the closing upon acceptance of the offer.
- 2.2.7.8 Respond to property owner inquiries verbally or in writing within two business days.
- 2.2.7.9 The curative services necessary to provide a clear title to OWNER are the responsibility of ENGINEER and thus are part of ENGINEER'S fee for Negotiation Services and Condemnation Support Services.
- 2.2.7.10 ENGINEER performs closing services in conjunction with the Title Company and will be required to attend closings. In the event of a closing by mail, title work will be reviewed prior to the closing by mail and again prior to recording of the instrument.
- 2.2.7.11 Cause the recordation of original instruments immediately after closing at the respective County Clerk's Office, except for donations, which

must be forwarded to OWNER for acceptance by the OWNER Board prior to recording.

- 2.2.7.12 If negotiations are unsuccessful, send a final offer package to property owners by CMRRR.
- 2.2.7.13 Prepare and provide to OWNER a memo requesting condemnation proceedings using information from the Title Commitment and other available sources to join interested parties.

Task 2.2 Land Acquisition and Right of Way Deliverables

- *Land Acquisition Prioritization Memo*
- *PEC Nameless Circuit Guy Wire Evaluation Technical Memorandum*
- *Environmental Constraints Report for New Build Overhead Electric Power Supply*
- *Cultural Survey Report for New Build Overhead Electric Power Supply*
- *Nameless Substation Expansion Plan Technical Memorandum*
- *Land Plan for the Attwood property*
- *Recorded conveyance documents and title policy for successful negotiations*
- *Memo requesting condemnation proceedings including a copy of the final project file for unsuccessful negotiations*

2.3 **Agency and Stakeholder Coordination.**

2.3.1 **Village of Volente (Village).**

2.3.1.1 Meetings.

- 2.3.1.1.1 Develop and present one town-hall style presentation to provide a project update to the Village.
- 2.3.1.1.2 Meet with OWNER and Village quarterly for a total of five meetings to provide project progress updates and coordinate future activities.

2.3.1.2 Coordination and communication. Support ongoing OWNER coordination and communication with the Village. Prepare and submit project figures and exhibits for use and display by the Village including a general project layout, an overall project schedule, a detailed schedule of activities included in this scope of services that will in occur in and around the Village, and summary updates of upcoming activities. Coordinate activities within the Village corporate limits with OWNER and the Village.

2.3.1.3 Interlocal Agreement (ILA) Support. Support OWNER development of an ILA with the Village.

- 2.3.1.3.1 Assist OWNER in defining project requirements to be included in the ILA and responding to Village key issues including construction impacts, spoils handling, intake tunnel concrete drop shaft

requirements, traffic and hauling, roadway assessment and repair, and O&M activities for the proposed maintenance building.

2.3.1.3.2 Attend up to four meetings with OWNER and Village to support development of the ILA.

2.3.2 **Travis County.** Coordinate with Travis County to discuss the use of Travis County right-of-way along the recommended tunnel and electrical upgrade alignments. Attend up to two meetings with Travis County.

2.3.3 **Lower Colorado River Authority.** Attend up to three meetings with LCRA to provide an overview of the project requirement, land acquisition process, and technical concepts and layouts for the intake and intake tunnel.

Task 2.3 Agency and Stakeholder Coordination Deliverables

- *Village of Volente town-hall presentation*
- *Stakeholder coordination meeting minutes (as required)*

2.4 **Preliminary Design Updates.** Perform the following task related to updating information in the Phase 2 Preliminary Engineering Report (June 1, 2016) to support OWNER planning and agency and stakeholder coordination.

2.4.1 **Well Mapping, Monitoring, and Mitigation Plan.** Prepare a supplemental update to Technical Memorandum 6-3 (Preliminary Well Mapping, Monitoring, and Mitigation Plan) from the Phase 2 Preliminary Engineering Report. The primary objectives of this task are to expand the well mapping database within the recommended horizontal offset from the subsurface tunnels and to implement well monitoring recommendations through the construction of new monitoring wells and water level and water quality monitoring of the existing piezometers and proposed monitoring wells. Information obtained in this task will be used to baseline groundwater conditions and proactively categorize and identify groundwater wells that may potentially be vulnerable to impacts.

2.4.1.1 Update the existing well mapping database.

2.4.1.1.1 Add new wells to the database as required from the Texas Water Development Board and TCEQ digital databases and file records.

2.4.1.1.2 Inventory existing wells in the 800 feet offset of the tunnel alignment from information obtained under Task 2.2.4.3. Coordinate with land agent and surveyor to collect additional information on specific wells of interest including well depth, position of the well screen, pump setting, and static water level.

2.4.1.2 Perform groundwater monitoring.

2.4.1.2.1 Install four monitoring wells adjacent to the land boring sites LB-2 and LB-4 as proposed in TM 6-3 (attached to the 2016 Phase 2 Preliminary Engineering Report). The well construction program includes construction of the wells, oversight and verification of the

drilling operation, geologic logging, well completion diagrams, stratigraphic logs, and transducer installation and documentation.

2.4.1.2.2 Obtain groundwater well level and water quality information.

2.4.1.2.2.1 Download continuous monitoring data from the proposed monitoring wells monthly.

2.4.1.2.2.2 Sample water levels in the existing land borings completed during Phase 2 Preliminary Engineering monthly.

2.4.1.2.2.3 Collect monthly manual well level measurements from up to 10 privately owned wells along the tunnel alignment and within the 800 feet offset.

2.4.1.2.2.4 Collect monthly groundwater water quality samples from the four monitoring wells and up to six privately owned wells along the tunnel alignment and within the 800 feet offset.

2.4.1.3 Reporting.

2.4.1.3.1.1 Prepare a supplemental update to TM 6-3 to document the updated well mapping database and water monitoring information.

2.4.1.3.1.2 Develop a web-GIS application for well owners that provides project monitoring data. The monitoring data will include well-specific data including well logs and completion information as available in addition to water level monitoring and water quality data.

2.4.2 **Phasing and Capacity.** Update the phasing and capacity summary from the Phase 2 Preliminary Engineering Report based on updated future water demand projections from the three partner cities. The purpose of this update is to estimate the when the initial Phase 2 project and subsequent capacity expansions may be required. The projections do not represent an officially accepted forecast of future water demands by OWNER or the three partner cities. Summarize the findings in a brief Technical Memorandum.

2.4.3 **Project Schedule.** Update the Phase 2 project implementation schedule from the Preliminary Engineering Report and include the schedule in the Phasing and Capacity Technical Memorandum.

2.4.4 **Pumping System Research.** Consult with pumps suppliers identified during Phase 2 preliminary engineering and Southern Nevada Water Authority (SNWA) to assess the performance of submersible pumps installed at SNWA for performance testing. Document relevant information and findings in a memorandum.

Task 2.4 Preliminary Design Updates Deliverables

- *Well Mapping, Monitoring, and Mitigation Plan Technical Memorandum*
- *Phasing and Capacity Technical Memorandum (includes Phase 2 Project Implementation Schedule)*
- *Pumping System Memorandum*

Task 3.0 - Additional Services

The following Additional Services are not included in the Scope of Services and will not be performed unless specifically authorized by the OWNER:

- 3.1 Preparing to serve or serving as a consultant or witness for OWNER in any litigation, arbitration, or other dispute resolution process related to the Project including obtaining easements.
- 3.2 Providing information or assistance needed by OWNER or OWNER'S legal counsel to prepare for easement proceedings.
- 3.3 Construction Phase Services. After acceptance by OWNER of the Phase 1C Final Bidding Documents and upon written authorization, construction phase services shall be provided. Work tasks for construction phase services will be defined in a future scope of services.
- 3.4 Performing bench-scale or outside laboratory water quality studies.
- 3.5 Environmental, biological, historical, and cultural field investigations for efforts other than those associated with the study of the route for the proposed new electrical distribution service lines.
- 3.6 Coordination with other regulatory including but not limited to Texas Parks & Wildlife Department (TPWD), U.S. Fish & Wildlife Service (USFWS), Balcones Canyonland Conservation Plan, and U.S. Environmental Protection Agency (USEPA).
- 3.7 Site clearing and grading for monitoring well drilling equipment to access the proposed monitoring well locations and site restoration activities beyond the removal of boring spoils.
- 3.8 Bathymetric surveying and mapping services.
- 3.9 Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
- 3.10 Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by OWNER or others.
- 3.11 Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by ENGINEER or its design requirements including, but not limited to, changes in size, complexity, OWNER'S schedule, character of construction, or

method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of this Agreement or are due to other causes beyond ENGINEER'S control.

- 3.12 Services required as a result of OWNER'S providing incomplete or incorrect Project information to ENGINEER.
- 3.13 Services required due to delays or other causes beyond ENGINEER'S control.
- 3.14 Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules, and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing, and assisting OWNER in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by OWNER.
- 3.15 Furnishing services of Consultants for other than Basic Services.
- 3.16 Services attributable to assisting the OWNER in prequalifying prime contractors and/or subcontractors/suppliers for this Project.
- 3.17 Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by OWNER; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.
- 3.18 Providing assistance in responding to the presence of any Constituent of Concern at the Site, in compliance with current Laws and Regulations.
- 3.19 Providing more extensive services required to enable ENGINEER to issue notices or certifications requested by OWNER.
- 3.20 Preparation of comprehensive operation and maintenance manuals beyond that required to be supplied by the Contractor within the Construction Contract.
- 3.21 Preparing additional Bidding Documents or Contract Documents for alternate bids or prices requested by OWNER for the Work or a portion thereof.
- 3.22 Assistance in connection with Bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.
- 3.23 Providing construction surveys and staking to enable Contractor to perform its work,
- 3.24 Other services performed or furnished by ENGINEER not otherwise provided for in this Agreement.

EXHIBIT C

WORK SCHEDULE

A detailed project work schedule is attached to this Exhibit C as Appendix 1. The assumed primary Task durations are as follows. Specific sub-task dates and durations contained in Appendix 1 are anticipated to vary.

- Task 1.0 – WTP Expansion: 14 months (12 month Design Phase and 2 month Bidding Phase)
- Task 2.0 – Land Rights and Stakeholder Coordination: 17 months

Appendix 1 to Exhibit C
Detailed Work Schedule

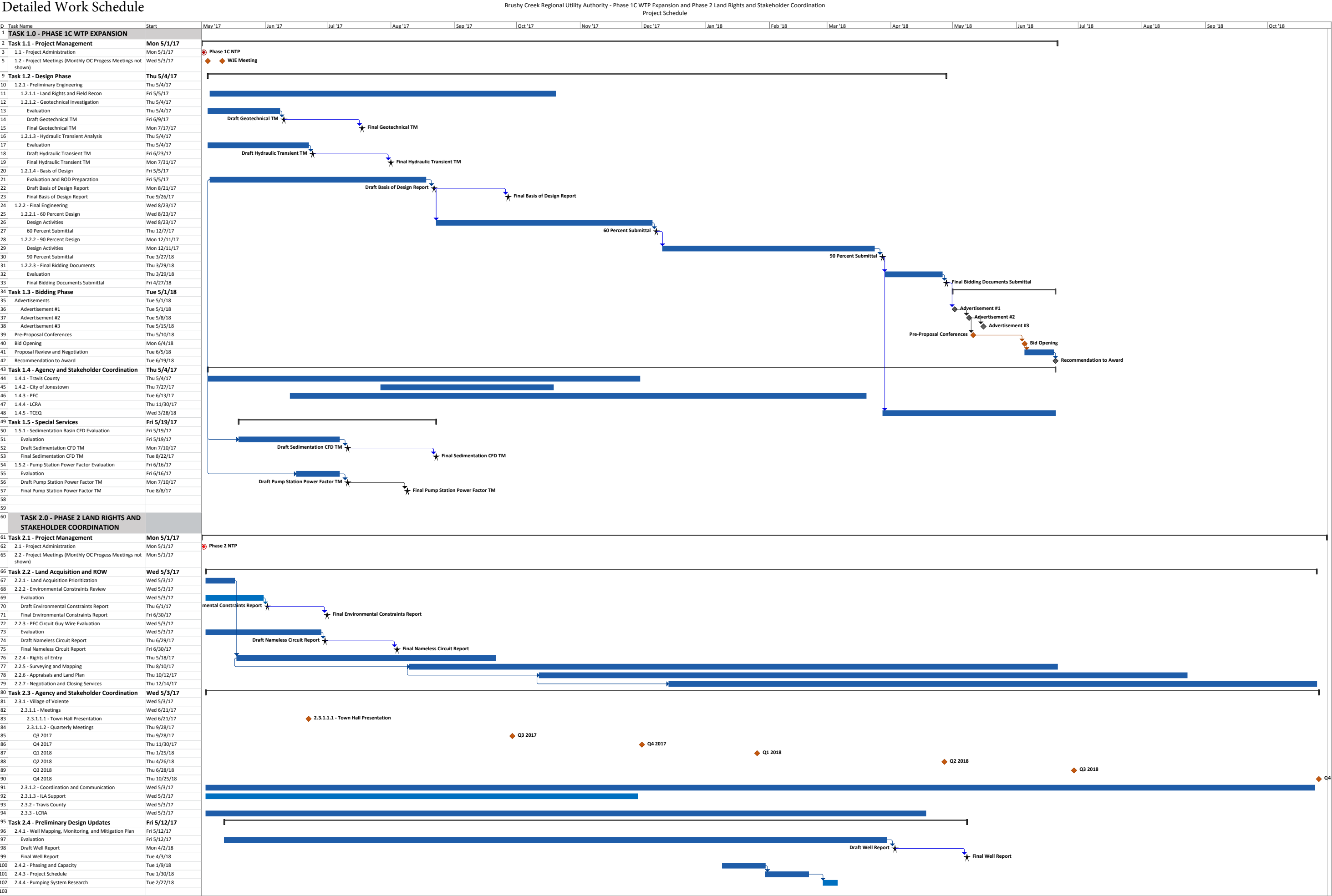


EXHIBIT D

Fee Schedule

Attached Behind This Page

EXHIBIT D COMPENSATION

Total compensation for Basic Services set forth in Exhibit B is estimated to be \$3,776,500. OWNER shall pay ENGINEER for Basic Services Task 1.0 – Phase 1C Water Treatment Plant Expansion set forth in Exhibit B on the basis of Lump Sum as described in Paragraph 1.0. OWNER shall pay ENGINEER for Basic Services Tasks 2.0 – Phase 2 Land Rights and Stakeholder Coordination set forth in Exhibit B on the basis of Standard Hourly Rates as described in Paragraph 2.0. ENGINEER’S labor and fee summaries are attached as Appendix 1.

1.0 OWNER shall pay ENGINEER for Basic Services Task 1.0 – Phase 1C Water Treatment Plant Expansion set forth in Exhibit B as follows:

A. A Lump Sum amount of \$1,763,900 based on the following estimated distribution of compensation:

1. Task 1.1 – Project Management, Coordination, and Meetings	\$207,400
2. Task 1.2 – Design Phase	\$1,376,300
3. Task 1.3 – Bidding Phase	\$76,400
4. Task 1.4 – Agency and Stakeholder Coordination	\$31,700
5. Task 1.5 – Special Services	\$72,100

B. The portion of the Lump Sum amount billed for ENGINEER’S services will be based upon ENGINEER’S estimate of the percentage of the total services actually completed during the billing period for each Task described in Paragraph 1.0.A.

C. ENGINEER may not alter the distribution of compensation between individual phases noted herein and shall not exceed the total Lump Sum amount unless approved in writing by the OWNER.

D. The Lump Sum includes compensation for ENGINEER’S services and services of ENGINEER’S Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, expenses, and Consultant charges.

2.0 OWNER shall pay ENGINEER for Basic Services Task 2.0 – Phase 2 Land Rights and Stakeholder Coordination set forth in Exhibit B as follows:

A. An amount equal to the cumulative hours charged to the Project by each class of ENGINEER’S personnel times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and ENGINEER’S Consultants’ charges, if any.

- B. The Standard Hourly Rates charged by ENGINEER constitute full and complete compensation for ENGINEER'S services, including labor costs, overhead, and profit; the Standard Hourly Rates do not include Reimbursable Expenses or ENGINEER'S Consultants' charges.
- C. ENGINEER'S Standard Hourly Rates are attached to this Exhibit D as Appendix 2.
- D. The total compensation for services under Paragraph 2.0 is estimated to be \$2,012,600 based on the following distribution of compensation:
 - 1. Task 2.1 – Project Management, Coordination, and Meetings \$229,500
 - 2. Task 2.2 – Land Acquisition and Right of Way \$1,464,300
 - 3. Task 2.3 – Agency and Stakeholder Coordination \$137,100
 - 4. Task 2.4 – Preliminary Design Updates \$181,700
- E. ENGINEER may not alter the distribution of compensation between individual phases of the work noted herein and shall not exceed the total estimated compensation amount unless approved in writing by OWNER.
- F. The total estimated compensation for ENGINEER'S services included in the breakdown by phases as noted in Paragraph 2.0.D incorporates all labor, overhead, profit, Reimbursable Expenses, and ENGINEER'S Consultant's charges.
- G. If it becomes apparent to ENGINEER that the compensation amount for Engineer's services will be exceeded, ENGINEER shall give OWNER written notice thereof for review of the matter.
- H. The amounts billed for ENGINEER'S services under Paragraph 2.0 will be based on the cumulative hours charged to the Project during the billing period by each class of ENGINEER'S employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and ENGINEER'S Consultants' charges.
- I. The amounts payable to ENGINEER for Reimbursable Expenses will be the Project-related internal expenses actually incurred or allocated by ENGINEER multiplied by a factor of 5%.

3.0 Other Provisions Concerning Payment

- A. Whenever ENGINEER is entitled to compensation for the charges of ENGINEER'S Consultants, those charges shall be the amounts billed by ENGINEER'S Consultants to Engineer times a factor of 5%.

Brushy Creek Regional Utility Authority

Phase 1C WTP Expansion and Phase 2 Land Rights and Stakeholder Coordination

Labor Summary

	Walker Partners Labor Classifications and Hours											Walker Partners Total Hours
	Project Principal	Project Manager	Senior QA/QC Reviewer	Senior Process Engineer	Project Engineer	EIT	Senior Designer	Admin Support	Survey RPLS	3 Man Survey Crew	Survey Technician	
TASK DESCRIPTION												
TASK 1.0 - PHASE 1C WTP EXPANSION												
1.1 Project Management, Coordination, and Meetings												
1.1.1 Project Administration	8	120	8		40			80				256
1.1.2 Project Meetings												
1.1.2.1 Kickoff Meeting	2	4	1	8				4				19
1.1.2.2 WJE Meeting	2	4	1	8				4				19
1.1.2.3 Monthly Progress Meetings	4	50	8	50	16		8	16				152
1.1.2.4 BCRUA Board Updates	2	24	4		16		16	16				78
SUBTOTAL	18	202	22	66	72		24	120				524
1.2 Design Phase												
1.2.1 Preliminary Engineering												
1.2.1.1 Land Acquisition and Field Reconnaissance												
1.2.1.1.1 TER TCEs		4		8		12		8	15	40	38	125
1.2.1.1.2 Existing CAV Field Measurements		2		4	8	16						30
1.2.1.2 Geotechnical Investigation		4	2	4				4				14
1.2.1.3 Hydraulic Transient Analysis	2	10	2	24	40			4				82
1.2.1.4 Basis of Design Report	22	82	21	164	132	144	216	32				813
1.2.2 Final Engineering												
1.2.2.1 60 Percent Design												
1.2.2.1.1 Construction Drawings to 60% Level	4	60	12	100	120	160	240	4				700
1.2.2.1.2 Specifications to 60% Level	4	16	8	24	60	40		24				176
1.2.2.1.3 OPCC to 60% Level	4	8	8	24	24	40	40	4				152
1.2.2.1.4 60% Submittal and Comment Recovery	4	4		8	16	16	40	8				96
1.2.2.2 90 Percent Design												
1.2.2.2.1 Construction Drawings to 90% Level	4	60	12	100	160	200	240					776
1.2.2.2.2 Specifications to 90% Level	4	16	8	80	120	100		80				408
1.2.2.2.3 OPCC to 90% Level	4	8	8	16	16							52
1.2.2.2.4 90% Submittal and Comment Recovery	4	4		8	24		24	24				88
1.2.2.3 Final Bidding Documents												
1.2.2.3.1 Final Drawings and Specifications	4	8	8	40	80	80	80	80				380
1.2.2.3.2 Final OPCC	4	8	8	16	24							60
SUBTOTAL	64	294	97	620	824	808	880	272	15	40	38	3,952
1.3 Bidding Phase												
1.3.1 Plan Issuance and Pre-Bid Conference	2	4		12				40				58
1.3.2 Issue Addenda	2	4	4	40			60	16				126
1.3.3 Substitutions Evaluation			2	8								10
1.3.4 Negotiation		4		8								12
1.3.5 Proposal Review	2	4		8				8				22
1.3.6 Bid Tab and Recommendation		1		4				4				9
1.3.7 Conformed Documents		2		8			24	24				58
SUBTOTAL	6	19	6	88			84	92				295
1.4 Agency and Stakeholder Coordination												
1.4.1 Travis County	2	16			24			8				50
1.4.2 City of Jonestown		8				12		4				24
1.4.3 Pedernales Electric Cooperative		8		16				4				28
1.4.4 Lower Colorado River Authority		4		8				4				16
1.4.5 Texas Commission on Environmental Quality		2		4	8			4				18
1.4.6 Texas Water Development Board		12			12			8				32
SUBTOTAL	2	50		28	44	12		32				168
1.5 Special Services												
1.5.1 Sedimentation Basin CFD Evaluation												
1.5.1.1 Doppler Survey		2	1		4			4				11
1.5.1.2 CFD Modeling	1	2	2		4			4				13
1.5.2 Pump Station Power Factor Evaluation		2	2		4			4				12
SUBTOTAL	1	6	5		12			12				36
TASK 1.0 TOTAL HOURS	91	571	130	802	952	820	988	528	15	40	38	4,975
Task 2.0 - Phase 2 Land Rights and Stakeholder Coordination												
2.1 Project Management, Coordination, and Meetings												
2.1.1 Project Administration	12	120	8		40			40				220
2.1.2 Project Meetings												
2.1.2.1 Kickoff Meeting	2	4			8			4				18
2.1.2.2 Monthly Progress Meetings	4	50	8	24		24	24	16				150
2.1.2.3 BCRUA Board Updates	2	24	4		16		16	16				78
SUBTOTAL	20	198	20	24	64	24	40	76				466
2.2 Land Acquisition and Right of Way												
2.2.1 Prioritization Plan and Property Research		2					2		2			6
2.2.2 New Overhead Electric Easement Evaluation	3	42	8	16		20		28				117
2.2.3 Nameless Substation Expansion Evaluation	1	8	2		50		16		4	10	12	103
2.2.4 Rights of Entry	2	8			24			8				42
2.2.5 Surveying and Mapping	4	28	16		24	36	40	40	252	676	936	2,052
2.2.6 Real Estate Appraisals and Land Plan	1	8	2	16	24			24				75
2.2.7 Negotiation Services	1	8	2		8			16				35
SUBTOTAL	12	104	30	32	130	56	58	116	258	686	948	2,430
2.3 Agency and Stakeholder Coordination												
2.3.1 Village of Volente												
2.3.1.1 Meetings												
2.3.1.1.1 Town Hall Presentation	4	40	4	24	24		40	16				152
2.3.1.1.2 Quarterly Meetings		40					16	16				72
2.3.1.2 Coordination and Communication	2	40	4	16	24		24	16				126
2.3.1.3 ILA Support	2	24	4	24	50		24	16				144
2.3.2 Travis County	1	4	2	16			8	4				35
2.3.3 Lower Colorado River Authority	1	12	2	24			24	8				71
SUBTOTAL	10	160	16	104	98		136	76				600
2.4 Preliminary Design Updates												
2.4.1 Well Mapping, Monitoring, Mitigation Plan	2	8	2	40			32	8				92
2.4.2 Phasing and Capacity	2	4	2	8	16			2				34
2.4.3 Project Schedule	2	2		4				4				12
2.4.4 Pumping System Research	8	8	8									24
SUBTOTAL	14	22	12	52	16		32	14				162
TASK 2.0 TOTAL HOURS	56	484	78	212	308	80	266	282	258	686	948	3,658
TOTAL HOURS	147	1,055	208	1,014	1,260	900	1,254	810	273	726	986	8,633

<div>Brushy Creek Regional Utility Authority</div> <div>Phase 1C WTP Expansion and Phase 2 Land Rights and Stakeholder Coordination</div> <div>Fee Summary</div>											
TASK DESCRIPTION	Walker Partners Total Cost	Subconsultant Cost									Total Fee
		CLS	FNI	Schnabel	Intera	NHC	Portier Group	David Dial	M&S	aci	
TASK 1.0 - PHASE 1C WTP EXPANSION											
1.1 Project Management, Coordination, and Meetings											
1.1.1 Project Administration	\$49,178		\$58,561								\$107,739
1.1.2 Project Meetings											
1.1.2.1 Kickoff Meeting	\$4,059		\$12,387								\$16,446
1.1.2.2 WJE Meeting	\$4,101										\$4,101
1.1.2.3 Monthly Progress Meetings	\$33,405		\$26,086								\$59,491
1.1.2.4 BCRUA Board Updates	\$14,683										\$14,683
Sub Management Fee	\$4,900										\$4,900
SUBTOTAL	\$110,324		\$97,034								\$207,400
1.2 Design Phase											
1.2.1 Preliminary Engineering											
1.2.1.1 Land Acquisition and Field Reconnaissance											
1.2.1.1.1 TER TCEs	\$18,476	\$30,920									\$49,396
1.2.1.1.2 Existing CAV Field Measurements	\$4,285							\$500			\$4,785
1.2.1.2 Geotechnical Investigation	\$2,863			\$12,800							\$15,663
1.2.1.3 Hydraulic Transient Analysis	\$16,125					\$25,855					\$41,980
1.2.1.4 Basis of Design Report	\$140,737		\$106,644			\$1,945	\$5,000	\$3,820			\$258,146
1.2.2 Final Engineering											
1.2.2.1 60 Percent Design											
1.2.2.1.1 Construction Drawings to 60% Level	\$113,309		\$197,096				\$2,500	\$2,320			\$315,225
1.2.2.1.2 Specifications to 60% Level	\$28,585		\$6,248								\$34,833
1.2.2.1.3 OPCC to 60% Level	\$24,686		\$8,688								\$33,374
1.2.2.1.4 60% Submittal and Comment Recovery	\$14,923		\$6,248								\$21,171
1.2.2.2 90 Percent Design											
1.2.2.2.1 Construction Drawings to 90% Level	\$123,268		\$183,675				\$2,500	\$2,320			\$311,763
1.2.2.2.2 Specifications to 90% Level	\$60,975		\$7,412								\$68,387
1.2.2.2.3 OPCC to 90% Level	\$11,646		\$8,970								\$20,616
1.2.2.2.4 90% Submittal and Comment Recovery	\$13,683		\$14,388								\$28,071
1.2.2.3 Final Bidding Documents											
1.2.2.3.1 Final Drawings and Specifications	\$53,563		\$62,383					\$1,000			\$116,946
1.2.2.3.2 Final OPCC	\$13,266		\$7,701								\$20,967
Sub Management Fee	\$35,000										\$35,000
SUBTOTAL	\$675,388	\$30,920	\$609,453	\$12,800		\$27,800	\$10,000	\$9,960			\$1,376,300
1.3 Bidding Phase											
1.3.1 Plan Issuance and Pre-Bid Conference	\$8,120		\$3,895								\$12,015
1.3.2 Issue Addenda	\$22,075		\$16,704								\$38,779
1.3.3 Substitutions Evaluation	\$2,350										\$2,350
1.3.4 Negotiation	\$2,840										\$2,840
1.3.5 Proposal Review	\$4,083										\$4,083
1.3.6 Bid Tab and Recommendation	\$1,506										\$1,506
1.3.7 Conformed Documents	\$8,365		\$5,204								\$13,569
Sub Management Fee	\$1,300										\$1,300
SUBTOTAL	\$50,639		\$25,803								\$76,400
1.4 Agency and Stakeholder Coordination											
1.4.1 Travis County	\$9,520										\$9,520
1.4.2 City of Jonestown	\$3,653										\$3,653
1.4.3 Pedernales Electric Cooperative	\$6,184										\$6,184
1.4.4 Lower Colorado River Authority	\$3,291										\$3,291
1.4.5 Texas Commission on Environmental Quality	\$3,218										\$3,218
1.4.6 Texas Water Development Board	\$5,787										\$5,787
Sub Management Fee											
SUBTOTAL	\$31,653										\$31,700
1.5 Special Services											
1.5.1 Sedimentation Basin CFD Evaluation											
1.5.1.1 Doppler Survey	\$1,838		\$7,176								\$9,014
1.5.1.2 CFD Modeling	\$2,404		\$40,768								\$43,172
1.5.2 Pump Station Power Factor Evaluation	\$2,113		\$14,626								\$16,739
Sub Management Fee	\$3,100										\$3,100
SUBTOTAL	\$9,455		\$62,570								\$72,100
TASK 1.0 TOTAL FEE	\$877,458	\$30,920	\$794,860	\$12,800		\$27,800	\$10,000	\$9,960			\$1,763,900
Task 2.0 - Phase 2 Land Rights and Stakeholder Coordination											
2.1 Project Management, Coordination, and Meetings											
2.1.1 Project Administration	\$47,865	\$112,875									\$160,740
2.1.2 Project Meetings											
2.1.2.1 Kickoff Meeting	\$3,304	\$1,500									\$4,804
2.1.2.2 Monthly Progress Meetings	\$29,528	\$13,300									\$42,828
2.1.2.3 BCRUA Board Updates	\$14,683										\$14,683
Sub Management Fee	\$6,400										\$6,400
SUBTOTAL	\$101,779	\$127,675									\$229,500
2.2 Land Acquisition and Right of Way											
2.2.1 Prioritization Plan and Property Research	\$1,220	\$400									\$1,620
2.2.2 New Overhead Electric Easement Evaluation	\$21,743	\$4,628						\$60,000	\$17,600		\$103,971
2.2.3 Nameless Substation Expansion Evaluation	\$17,459								\$2,700		\$20,159
2.2.4 Rights of Entry	\$7,309	\$133,400									\$140,709
2.2.5 Surveying and Mapping	\$292,128			\$5,000							\$297,128
2.2.6 Real Estate Appraisals and Land Plan	\$12,411	\$342,000									\$354,411
2.2.7 Negotiation Services	\$5,542	\$481,280		\$6,800							\$493,622
Sub Management Fee	\$52,700										\$52,700
SUBTOTAL	\$410,511	\$961,708		\$11,800					\$60,000	\$20,300	\$1,464,300
2.3 Agency and Stakeholder Coordination											
2.3.1 Village of Volente											
2.3.1.1 Meetings											
2.3.1.1.1 Town Hall Presentation	\$30,448	\$3,157									\$33,605
2.3.1.1.2 Quarterly Meetings	\$14,395										\$14,395
2.3.1.2 Coordination and Communication	\$25,015										\$25,015
2.3.1.3 ILA Support	\$26,578	\$10,000									\$36,578
2.3.2 Travis County	\$7,090	\$1,157									\$8,247
2.3.3 Lower Colorado River Authority	\$13,716	\$4,628									\$18,344
Sub Management Fee	\$900										\$900
SUBTOTAL	\$118,141	\$18,942									\$137,100
2.4 Preliminary Design Updates											
2.4.1 Well Mapping, Monitoring, Mitigation Plan	\$17,988				\$138,327						\$156,315
2.4.2 Phasing and Capacity	\$7,071										\$7,071
2.4.3 Project Schedule	\$2,301										\$2,301
2.4.4 Pumping System Research	\$9,158										\$9,158
Sub Management Fee	\$6,900										\$6,900
SUBTOTAL	\$43,416				\$138,327						\$181,700
TASK 2.0 TOTAL FEE	\$673,847	\$1,108,325		\$11,800	\$138,327				\$60,000	\$20,300	\$2,012,600
TOTAL FEE	\$1,551,305	\$1,139,245	\$794,860	\$24,600	\$138,327	\$27,800	\$10,000	\$9,960	\$60,000	\$20,300	\$3,776,500

Appendix 2 to Exhibit D
Standard Hourly Rates Schedule

Standard Hourly Rates are subject to annual review and adjustment. Hourly rates for services in effect on the date of the Agreement are:

Managing Principal	\$275/hour
Manager III	\$260/hour
Manager II	\$225/hour
Manager I	\$195/hour
Senior Engineer III	\$275/hour
Senior Engineer II	\$225/hour
Senior Engineer I	\$200/hour
Survey Manager	\$200/hour
Senior Project Manager	\$165/hour
Project Manager	\$150/hour
Senior Design Engineer	\$150/hour
Project Engineer III	\$130/hour
Project Engineer II	\$120/hour
Project Engineer I	\$110/hour
Senior Project Surveyor	\$130/hour
Project Surveyor III	\$110/hour
Project Surveyor II	\$95/hour
Project Surveyor I	\$85/hour
Professional IV	\$95/hour
Professional III	\$90/hour
Professional II	\$85/hour
Professional I	\$80/hour
Technician XI	\$150/hour
Technician X	\$130/hour
Technician VII	\$110/hour
Technician VI	\$95/hour
Technician V	\$90/hour
Technician IV	\$80/hour
Technician III	\$75/hour
Technician II	\$60/hour
Technician I	\$50/hour
Support Staff III	\$80/hour
Support Staff II	\$70/hour
Support Staff I	\$60/hour
4-Man Crew	\$170/hour
3-Man Crew	\$160/hour
2-Man Crew	\$135/hour
1-Man Crew	\$115/hour

Land Agent Project Manager	\$200/hour
Senior Land Agent	\$140/hour
Acquisition Agent	\$125/hour
Title Agent	\$100/hour
GIS, VROW & ROW Technician	\$85/hour
Administrative Agent	\$75/hour
Land Planner	\$200/hour
Researcher/Planner	\$150/hour
Land Planner Technician	\$110/hour
Lead Appraiser	\$250/hour

EXHIBIT E

Certificates of Insurance

Attached Behind This Page

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

3/28/2017

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 be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Ward & Moore Ins Services LP P. O. Box 179 Gatesville, TX 76528 254 865-8411		CONTACT NAME: Eva Limmer PHONE (A/C, No, Ext): 254 865-8411 E-MAIL ADDRESS: elimmer@ward-moore.com FAX (A/C, No): 254 865-8414	
INSURED Walker Partners, LLC 600 Austin Ave, Ste 20 Waco, TX 76701		INSURER(S) AFFORDING COVERAGE	
		INSURER A : The Cincinnati Casualty Co	
		INSURER B : Texas Mutual Ins Co	
		INSURER C : Beazley Insurance Co Inc	
		INSURER D :	
		INSURER E :	
INSURER F :		NAIC # 28665 22945	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			EPP0266941	07/30/2016	07/30/2017	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 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			EBA0266941	07/30/2016	07/30/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$0			EPP0266941	07/30/2016	07/30/2017	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	0001226901	07/30/2016	07/30/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Professional & Engineers Profes-sional & Pollution			V11CD0160601	07/30/2016	07/30/2017	5,000,000 Each Claim 5,000,000 Aggregate 100,000 Ded. Each Claim

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

Project: Phase 1C Water Treatment Plant Expansion and Phase 2 Land Rights and Stakeholder Coordination

Additional Insured endorsement for General Liability, Auto Liability & Umbrella Liability attached.

Waiver of Subrogation endorsement for General Liability, Auto Liability & Workers' Compensation attached.

30 Day Notice of Cancellation endorsement for General Liability, Auto Liability, Umbrella Liability & Workers' Compensation policies attached.

(See Attached Descriptions)

CERTIFICATE HOLDER**CANCELLATION**

BCRUA General Manager
221 East Main Street
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

