

EXHIBIT

"A"



CITY OF ROUND ROCK CONTRACT FOR ENGINEERING SERVICES

FIRM: ALAN PLUMMER ASSOCIATES, INC. ("Engineer")

ADDRESS: 6300 La Calma, Suite 400, Austin, TX 78752

PROJECT: BCRWTS East WWTP Expansion

THE STATE OF TEXAS

§

§

COUNTY OF WILLIAMSON

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THIS CONTRACT FOR ENGINEERING SERVICES ("Contract") is made and entered into on this the ____ day of _____, 2017 by and between the CITY OF ROUND ROCK, a Texas home-rule municipal corporation, whose offices are located at 221 East Main Street, Round Rock, Texas 78664-5299, (hereinafter referred to as "City"), and Engineer, and such Contract is for the purpose of contracting for professional engineering services.

RECITALS:

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

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

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

NOW, THEREFORE, WITNESSETH:

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

CONTRACT DOCUMENTS

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

ARTICLE 1 **CITY SERVICES**

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

ARTICLE 2 **ENGINEERING SERVICES**

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

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

ARTICLE 3 **CONTRACT TERM**

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

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

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

ARTICLE 4 **COMPENSATION**

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

The amount payable under this Contract, without modification of the Contract as provided herein, is the sum of One Million Six Hundred Sixty-Two Thousand Five Hundred Ninety-Three and No/100 Dollars (\$1,662,593.00) 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 City.

Engineer shall prepare and submit to City 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 City 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.

ARTICLE 5 **METHOD OF PAYMENT**

Payments to Engineer shall be made while Engineering Services are in progress. Engineer shall prepare and submit to City, not more frequently than once per month, a progress report as referenced in Article 4 above. Such progress report shall state the percentage of completion of Engineering Services accomplished during that billing period and to date. Simultaneous with submission of such progress report, Engineer shall prepare and submit one (1) original and one (1) copy of a certified invoice in a form acceptable to City. This submittal shall also include a progress assessment report in a form acceptable to City.

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

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

ARTICLE 6
PROMPT PAYMENT POLICY

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

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

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

ARTICLE 7
NOTICE TO PROCEED

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

ARTICLE 8
PROJECT TEAM

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

David Freireich, P.E.
Project Manager
2008 Enterprise Drive
Round Rock, TX 78664
Office Number (512) 671-2756
Cell Number (512) 563-1121
Email Address dfreireich@roundrocktexas.gov

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

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

Stephen J. Coonan, P.E., Principal
6300 La Calma, Suite 400
Austin, TX 78752
Telephone Number (512) 452-5905
Fax Number (512) 452-2325
Email Address scoonan@apaienv.com

ARTICLE 9

PROGRESS EVALUATION

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

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

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

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

ARTICLE 10

SUSPENSION

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

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

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

ARTICLE 11

ADDITIONAL ENGINEERING SERVICES

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

ARTICLE 12

CHANGES IN ENGINEERING SERVICES

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

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

ARTICLE 13

SUPPLEMENTAL CONTRACTS

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

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

ARTICLE 14

USE OF DOCUMENTS

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

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

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

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

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

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

ARTICLE 15

PERSONNEL, EQUIPMENT AND MATERIAL

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

ARTICLE 16

SUBCONTRACTING

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

ARTICLE 17
EVALUATION OF ENGINEERING SERVICES

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

ARTICLE 18
SUBMISSION OF REPORTS

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

ARTICLE 19
VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

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

ARTICLE 20
TERMINATION

This Contract may be terminated as set forth below.

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

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

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

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

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

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

ARTICLE 21

COMPLIANCE WITH LAWS

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

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

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

ARTICLE 22

INDEMNIFICATION

Engineer shall save and hold harmless City 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 City harmless from any and all expenses, including but not limited to reasonable attorneys fees which may be incurred by City in litigation or otherwise defending claims or liabilities which may be imposed on City 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. City shall determine Engineer's responsibilities for all questions arising from design errors and/or omissions. Engineer shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the project has been completed.

ARTICLE 24

ENGINEER'S SEAL

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

ARTICLE 25

NON-COLLUSION, FINANCIAL INTEREST PROHIBITED

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

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

ARTICLE 26

INSURANCE

(1) Insurance. Engineer, at Engineer's sole cost, shall purchase and maintain during the entire term while this Contract is in effect professional liability insurance coverage in the minimum amount of One Million Dollars per claim from a company authorized to do insurance business in Texas and

otherwise acceptable to City. Engineer shall also notify City, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.

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

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

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

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

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

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

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

ARTICLE 27

COPYRIGHTS

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

ARTICLE 28
SUCCESSORS AND ASSIGNS

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

ARTICLE 29
SEVERABILITY

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

ARTICLE 30
PRIOR AGREEMENTS SUPERSEDED

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

ARTICLE 31
ENGINEER'S ACCOUNTING RECORDS

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

ARTICLE 32
NOTICES

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

City:

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

and to:

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

Engineer:

Stephen J. Coonan, P.E., Principal
6300 La Calma, Suite 400
Austin, TX 78752

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

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

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

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

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

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

ARTICLE 34
SIGNATORY WARRANTY

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

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

CITY OF ROUND ROCK, TEXAS

APPROVED AS TO FORM:

By: _____
Craig Morgan, Mayor

Stephan L. Sheets, City Attorney

ATTEST:

By: _____
Sara L. White, City Clerk

ALAN PLUMMER ASSOCIATES, INC.

By: _____
Signature of Principal
Printed Name: _____

LIST OF EXHIBITS ATTACHED

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

EXHIBIT A – CITY SERVICES
CITY OF ROUND ROCK
BRUSHY CREEK REGIONAL WASTEWATER SYSTEM
PRELIMINARY ENGINEERING PHASE

CITY SERVICES

Per the scope of work documented in Exhibit B – Engineering Service, the City of Round Rock (CITY) responsibilities will include the following:

- Provide Alan Plummer Associates, Inc. (APAI) with requested information as needed, including, but not limited to, effluent quality data and industrial pretreatment program information, previous Geotechnical reports, previous studies, record drawings, operational data, etc.
- Provide APAI with access to the CITY's facilities as needed to complete the work.
- Review materials submitted by APAI related to the project and provide comments back as requested.
- Arrange for and coordinate regular meetings of the Project Partners for the review of information provided and to receive comments.
- Conduct sampling, make provisions for sampling, and pay for all sampling/analytical costs associated with effluent analyses as recommended by APAI. (APAI is responsible for odor sampling costs.)
- Pay all permitting fees associated with the Texas Pollutant Discharge Elimination System (TPDES) permit.
- Arrange for and pay newspaper publication fees associated with the publication of the Notice of Intent to Obtain a Water Quality Permit.
- Obtain appropriate signatures on the permit application, including those from co-permittees.

EXHIBIT B

Engineering Services

Attached Behind This Page

EXHIBIT B SCOPE OF WORK

Project Understanding

The Brushy Creek Regional East Wastewater Treatment Plant (East Plant) is owned by the Brushy Creek Regional Wastewater System (BCRWWS) who are the Cities of Round Rock, Cedar Park, and Austin. The City of Leander currently contracts treatment service from the plant and plans on becoming an owner with this expansion. The City of Round Rock is the managing partner for the East Plant Expansion project. The plant is operated by the Brazos River Authority (BRA). The plant is currently operating under a phase in their permit that allows the treatment and discharge of an annual average flow of 21.5 million gallons per day (MGD) and an average two hour peak of 52,083 gallons per minute (75 MGD). The effluent quality required for the discharge in the existing TPDES permit is 10 milligrams per liter (mg/L) carbonaceous biochemical oxygen demand (CBOD), 15 mg/L total suspended solids (TSS), and 2 mg/L ammonia-nitrogen (NH₃).

The permit has a final phase that would allow a discharge of 25 MGD with a peak two hour discharge rate of 75 MGD. A Re-rating Study was completed and approved by the TCEQ, indicating that the existing treatment trains could be re-rated to 12.5 MGD each for a total capacity of 25 MGD with some improvements. However, the Partners have decided not to proceed with the improvements needed for the re-rating as a separate project but to have them considered as part of the overall expansion project.

The permit also requires that the plant monitor nitrate levels in the discharge and includes a nitrate limit of 14.6 mg/L that goes into effect on May 8, 2018. In addition, once operation under the final phase of 25 MGD is initiated, the discharge must also meet a 1 mg/L total phosphorus limit. Separate efforts are currently underway to have the permit amended to eliminate the nitrate limit before it takes effect.

The partner cities are currently experiencing rapid growth within their drainage basins. Additional treatment capacity will be required to accommodate this growth. The partner cities have evaluated their needs and have indicated that an expansion to 39 MGD is desirable. The City of Round Rock has selected the Alan Plummer Associates, Inc. (APAI) team to provide Professional Engineering Services in connection with the expansion of the East Plant. These services will be provided in a phased manner, with the first phase being the Preliminary Engineering Phase. The following is the scope of services to be provided under Phase I.

SCOPE OF SERVICES

The Engineer agrees to furnish the City with the following specific services:

BASIC ENGINEERING SERVICES

Task 1. Evaluate and determine design flow conditions.

- 1.1 Coordinate with each partner City to verify the projected flow requirements in terms of average annual flows and the projected timing of the flow requirements.
- 1.2 Coordinate with each partner City to verify the potential ultimate flow requirements to be considered for accommodating future expansions of the plant.
- 1.3 Evaluate historic data concerning peaking factors to determine appropriate factor to be used for design of the expansion for peak day and peak 2-hour, and ratio to annual average.
- 1.4 Evaluate the locations (interceptors) where the anticipated flows will enter the plant.
- 1.5 Evaluate historic influent quality data to determine appropriate organic loading rates for the expansion. Obtain and analyze two years of daily raw, wastewater data from the BRA for BOD, COD, flow, temperatures, TSS, NH₃, phosphorus, TKN, and alkalinity. Determine average, peak day, max month, and 85% loads for each parameter.
- 1.6 Develop a sampling protocol and data request summary intended for defining parameters in a process model to be developed to evaluate alternative treatment processes. The sampling protocol will identify raw wastewater and process sampling requirements. BCRWWS will perform sampling and testing.
- 1.7 Deliverables: Technical Memorandum documenting the projected flows and organic loading to be used as the basis for design.

Task 2. Determine Likely Effluent Quality Requirements

- 2.1 Obtain and review the current water quality model being used by TCEQ for permitting decisions for the receiving stream.
- 2.2 Make appropriate modifications to the model to reflect the existing and proposed conditions.
- 2.3 Utilize the current water quality model to determine the likely effluent water quality parameters for the design conditions. Two effluent sets will be developed, with one set being based on the model and a second set which includes a total nitrogen limit. Both effluent sets will be used to evaluate the process alternatives.
- 2.4 Deliverables: Technical Memorandum documenting the effluent quality requirements to be assumed for the basis of design.

Task 3. Evaluate Influent Lift Stations and Headworks

- 3.1 Evaluate the hydraulic capacity of the two existing lift stations to meet the peak flows anticipated to reach the lift stations during the design conditions. Evaluation will also include a review of the capacity of the existing interceptors into the plant.
- 3.2 Consider the potential for future expansion or flow splitting requirements when considering alternative lift station improvements.
- 3.3 Develop and evaluate alternative improvements needed to accommodate the peak design flows to the lift stations. This will include an evaluation of replacing the McNutt Lift Station as the primary plant lift station. Evaluation will also include options for grease skimming in the lift stations. Odor considerations will be addressed in Task 6.

- 3.4 Evaluate the hydraulic capacity of the existing headworks to meet the peak flows anticipated during the design conditions.
- 3.5 Consider the potential for future expansion requirements when evaluating alternative headworks improvements.
- 3.6 Develop and evaluate alternative improvements needed to accommodate the peak design flows to the headworks.
- 3.7 Evaluate three alternative screening processes for incorporation into the project and the interaction between screening process and the overall treatment process.
- 3.8 Evaluate three alternative grit removal processes for incorporation into the project and the interaction between grit removal processes and the overall treatment process.
- 3.9 Determine the requirements and a location for a septic receiving station with odor control.
- 3.10 Deliverables: Technical Memorandum documenting the evaluation of the plant hydraulics and flow split recommendations through the lift station and headworks portion of the plant.

Task 4. Evaluate Treatment Processes

The evaluation and selection of a treatment process for the expanded plant will be completed in a two phase process as follows:

- 4.1 Review and summarize the existing treatment facilities and their rated treatment capacities.
- 4.2 Identify up to ten (10) different scenarios of liquid and solids treatment processes to achieve the treatment goals. The applicability of incorporating the re-rating into each of the alternatives will be evaluated. Two example scenarios are listed below:
 - a) primary clarifier, conventional secondary treatment, chemical phosphorus removal, effluent filters, UV disinfection, sludge thickening, anaerobic digester for primary and waste activated sludge, dewatering, gas dryer, and side stream treatment for belt press filtrate.
 - b) no primary treatment, University of Cape Town BNR secondary treatment process, no filters, chlorine disinfection, sludge thickening, no digestion, sludge dewatering.
- 4.2.1 Liquid stream treatment processes may include:
 - 4.2.1.1 primary clarification (conventional primary clarifier or mechanical equipment with a similar capability),
 - 4.2.1.2 conventional activated sludge with and without biological nutrient removal processes to remove phosphorus and total nitrogen,
 - 4.2.1.3 final clarification,
 - 4.2.1.4 and disinfection (horizontal UV, vertical UV, gaseous chlorine, on-site generated liquid sodium hypochlorite, bulk delivery sodium hypochlorite, and dechlorination with sulfur dioxide or liquid sodium bisulfite).
 - 4.2.1.5 At this time it is assumed that filtration may be part of the project should it be determined they are needed to meet the anticipated permit parameters. In addition, membrane bioreactors will not be included in the evaluation.
- 4.2.2 Solids treatment processes may include:
 - 4.2.2.1 anaerobic digestion with on-site power generation (with and without outside waste streams for co-digestion),

- 4.2.2.2 aerobic digestion,
 - 4.2.2.3 thickening (gravity or mechanical), and
 - 4.2.2.4 different types of dewatering (centrifuge, belt filter press, rotary drum press).
 - 4.2.2.5 Side stream treatment requirements will also be considered at this stage. Processes may be proprietary or designed by the ENGINEER to provide the optimal level of treatment.
 - 4.2.2.6 Up to two (2) class A biosolids options will be considered if they result in operational cost savings, including lime pasteurization and a gas dryer. Market research of Class A disposal options are not included.
- 4.3 Develop a matrix of the different treatment combinations. The matrix will include a general description of the treatment scenario and provide a qualitative evaluation of each in terms of advantages and disadvantages, process performance, capital cost, O&M costs, operational complexity, maintenance requirements, reliability, and familiarity, among others.
- 4.4 Meet with Partners in a Workshop setting to discuss the alternative treatment scenarios to narrow the list down to three (3) for further evaluations.
- 4.5 Further evaluate the three selected scenarios. These evaluations will include the following:
 - 4.5.1 Identify how the scenarios will integrate into the existing facilities.
 - 4.5.2 Evaluate proposed flow splitting methods to accomplish the desired splits.
 - 4.5.3 Basic hydraulic analysis for moving flows through the various treatment trains. This will include influent, recycle, return, and side stream flows. This hydraulic analysis does not include a full hydraulic profile or the development of pump system head curves.
 - 4.5.4 Develop three (3) process alternatives from the preliminary process evaluation will be selected for modeling. Develop three (3) models for the process alternatives at steady-state. The models will be run/evaluated for the future design flow and average flow conditions. The models will include a strategy for phosphorus removal and denitrification. Operating strategies will be evaluated using the model to assess the performance of the process as it relates to effluent discharge limits, air demand, chemical feed, and pumping requirements. The operating strategies will be evaluated for each solids handling process alternative.
 - 4.5.5 Develop process flow diagrams for the three alternatives.
 - 4.5.6 Evaluate and make recommendations for improvements to plant facilities such as existing blowers or non-potable water system.
 - 4.5.7 Develop Life-Cycle cost analysis for the three alternatives.
- 4.6 Develop a matrix evaluation of the three alternatives. The matrix will include a general description of the treatment alternative and provide a quantitative evaluation of each in terms of advantages and disadvantages for items like capital cost, operational costs, maintenance requirements, reliability, and familiarity, among others.
- 4.7 Meet with Partners in a workshop setting to discuss the three alternatives and select the alternative with which to move forward.
- 4.8 Deliverables:
 - 4.8.1 Technical Memorandum identifying potential treatment processes that can be considered for the first Workshop.
 - 4.8.2 Minutes from the first Workshop.

- 4.8.3 Technical Memorandum documenting the evaluations of the three process alternatives selected for further evaluation, including the process model inputs and outputs.
- 4.8.4 Minutes from the second Workshop.

Task 5 Electrical / Instrumentation Improvements

- 5.1 Review existing electrical system.
 - 5.1.1 Evaluate existing dual-feed backup power system and provide recommendations for improvements to existing system or the use of generators.
 - 5.1.2 Assess the electric utility's power reliability based on TCEQ requirements.
 - 5.1.3 Determine necessary power system improvements based on recommended treatment process.
 - 5.1.4 Assess the feasibility of using diesel standby generators and parallel gear for the plant.
- 5.2 Review existing SCADA system
 - 5.2.1 Review existing SCADA communications.
 - 5.2.2 Develop recommendations to enable communications between the plant and the City's emergency management center.
 - 5.2.2.1 Develop recommendations for improvements to the SCADA system based on the recommended treatment alternative.
 - 5.2.2.2 Develop proposed description of SCADA Network Architecture.
 - 5.2.2.3 Develop recommendations concerning historical archiving of SCADA data.
- 5.3 Deliverables:
 - 5.3.1 Technical Memorandum on electrical and instrumentation improvements.

Task 6. Evaluate Odor Potential

- 6.1 Document existing odor control and corrosion management measures.
 - 6.1.1 Identify source, characteristics, and strength of the odor(s) currently controlled;
 - 6.1.2 Inventory the current odor control facilities, including the odor control technology, annual costs of operation, and dates of implementation;
 - 6.1.3 Summarize the annual operation and maintenance expenditures for odor and corrosion management activities;
 - 6.1.4 Based on data collection and observations, assess the qualitative and quantitative effectiveness of the odor control systems and related activities.
- 6.2 Field sampling and monitoring.
 - 6.2.1 Design a sampling and monitoring plan to provide up to six (6) sampling days with up to three (3) ENGINEER representatives per sampling day to assist City personnel in gathering data for the following tasks to identify existing odor sources and to evaluation odor treatment effectiveness:
 - 6.2.1.1 Calibrate and exercise the new air emission model described in 5.3;
 - 6.2.1.2 Assess the performance of the existing odor control treatment units:
 - 6.2.1.2.1 Biofilters 1-3

- 6.2.1.2.2 Biofilters 4-6
 - 6.2.1.2.3 Foul air collection ductwork and blowers;
 - 6.2.1.3 Characterize and quantify the foul air of selected odor sources;
- 6.2.2 Field sampling and monitoring shall include:
 - 6.2.2.1 Field grab sampling and laboratory analysis of up to fifty (50) locations for odor units (OU) and reduced sulfides analyses;
 - 6.2.2.2 Continuous monitoring of H₂S concentrations with Odalogs at up to ten (10) locations for up to one (1) weeks per location to observe diurnal variations;
 - 6.2.2.3 General odor reconnaissance;
- 6.2.3 Meet with City personnel to discuss and review implementation of the proposed sampling and monitoring plan and actions;
- 6.3 Develop an air dispersion model for existing and potential new odor sources
 - 6.3.1 Acquire and enter topography and historical atmospheric data from publicly available sources as required by the USEPA for the AERMOD model;
 - 6.3.2 Perform analysis and interpretation of data collected in 5.2.2 necessary for data entry into dispersion model;
 - 6.3.3 Perform data entry necessary for dispersion model to reflect plant-specific geometry for existing and proposed treatment units;
 - 6.3.4 Perform preliminary model runs of one-year duration using 5 minutes and one hour as the averaging time for the existing conditions;
 - 6.3.5 Plot, review and analyze the odor unit isopleths for the existing and modified conditions;
 - 6.3.6 Perform preliminary ground-verification/model refinement to verify the key model parameters;
 - 6.3.7 Perform air dispersion model adjustments based on the ground-truthing activities;
 - 6.3.8 Perform additional model runs for alternative controls evaluation;
 - 6.3.9 Review Meeting – Prepare for and conduct a review meeting to present to the City the effects of potential odor control alternatives for areas identified using the model. Presentation will include projected impact of major odor control actions on dispersion of odor units;
 - 6.3.10 Convert exhibits to Powerpoint format suitable for City personnel to present to interested groups.
- 6.4 Deliverables:
 - 6.4.1 Technical Memorandum presenting the results of field testing.
 - 6.4.2 Technical Memorandum presenting the results of the air dispersion modeling and recommendations.

Task 7. Sitework and Architectural Concepts

- 7.1 In coordination with the Partners, determine the need for any buildings not directly related to the treatment process (operation building, storage buildings, etc.).
- 7.2 Review the need for modification of the plant entrance off of US 79.

- 7.3 Evaluate the impact of the revised 100-year and 500-year flood plain on the plant site. This will include the need to protect treatment units and equipment as well as the impact on plant hydraulics.
- 7.4 Develop site plans for the three process alternatives, including treatment units, other buildings, drainage improvements and roads.
- 7.5 Conduct a workshop with the Partners to discuss architectural concepts and preferences. Include discussion on exterior wall type preferences, roof type and materials for both treatment unit-type buildings and administrative-type buildings. Discuss concepts and preferences for interior finishes of treatment unit-type buildings. In the same workshop discuss preferences for landscaping for areas to be modified by the plant expansion.
- 7.6 Deliverables:
 - 7.6.1 Minutes from the Workshop.
 - 7.6.2 Technical Memorandum summarizing the Partners' architectural preferences and results of the workshop including typical elevations for each of the three process alternatives.

Task 8. Prepare and process permit amendment.

- 8.1 Prepare and Assist with Processing of Discharge Permit Application
 - 8.1.1 Complete application forms and prepare attachments required to be submitted to the Texas Commission on Environmental Quality (TCEQ) for an amended Texas Pollutant Discharge Elimination System permit.
 - 8.1.2 Prepare copies of the draft application for partners review. Revise application as appropriate based on partners comments and finalize the application for submittal to TCEQ.
 - 8.1.3 Assist in processing the permit application through the TCEQ. Provide support during the TCEQ administrative review and technical review processes for the development of the draft permit. Prepare responses to the TCEQ review comments. Review draft permits.
- 8.2 Deliverables:
 - 8.2.1 Completed TCEQ Permit Amendment Application
 - 8.2.2 Detailed comments concerning the Draft Permit

Task 9. Prepare Preliminary Engineering Report.

- 9.1 Prepare a report summarizing the results and recommendations resulting from the tasks identified above. The report will include the following specific items.
 - 9.1.1 Document the design conditions in terms of flow and influent quality as well as the effluent quality requirements.
 - 9.1.2 Document both the liquid and solids treatment aspects of the project and the development of the recommendation for the treatment train.
 - 9.1.3 Document the process model developed for the recommended treatment train, including model inputs and outputs.
 - 9.1.4 Process flow diagram for the recommended improvements.
 - 9.1.5 Hydraulic profile for the recommended improvements.
 - 9.1.6 Recommendation concerning the incorporation of the re-rating results into the final project.
 - 9.1.7 Opinion of probable cost for the recommended improvements.

- 9.1.8 An evaluation of the benefits of phasing any improvements identified.
 - 9.1.9 Technical memoranda prepared as part of the tasks will be included as Appendices.
- 9.2 Submit ten (10) copies and one electronic copy of the Draft Report for review by the Project Partners.
- 9.3 Address comments received from the Project Participants as appropriate.
- 9.4 Prepare a final report and provide fifteen (15) copies and one electronic copy of the report for distribution to the Project Participants.
- 9.5 Deliverables:
 - 9.5.1 Draft Preliminary Engineering Report
 - 9.5.2 Final Preliminary Engineering Report

Task 10. Project Meetings.

- 10.1 Attend a project kick-off meeting at the facility to review the scope of work, discuss the work plan, verify City's requirements for the project, review the schedule for the project. Review project deliverables, workshops, and meetings.
- 10.2 Attend up to ten (10) monthly review meetings with the Project Participants to discuss the progress of the project. Prior to the meetings, send out electronic copy of an agenda.
- 10.3 Attend up to two (2) Project Workshops to discuss the alternative treatment processes to be considered and recommended. Attend up to one (1) Project Workshop to determine architectural and landscaping preferences.
- 10.4 Conduct two (2) Quality Control Review Meetings prior to distribution of the draft and final reports.
- 10.5 Conduct internal team coordination meetings as required to accomplish the work.
- 10.6 Deliverables: Meeting minutes

Task 11. Project Management.

- 11.1 Provide project management activities to properly plan the work, sequence, manage, coordinate, schedule, and monitor the scope tasks and completion of the tasks.
- 11.2 Prepare a project management plan including scope, budget, schedule, communication, project team, and file organization.
- 11.3 Provide monthly status updates to the City describing and showing the percent complete for scope tasks and the issues, budget, status, and schedule.
- 11.4 Coordinate, prepare, and review monthly invoices for payment.
- 11.5 Maintain and update on a monthly basis, an action item log, a decision log, and project change log as well as the schedule.
- 11.6 Deliverables:
 - 11.6.1 Project Management Plan
 - 11.6.2 Monthly Status Updates
 - 11.6.3 Monthly Invoices
 - 11.6.4 Monthly Logs

ADDITIONAL ENGINEERING SERVICES

Additional engineering services may be performed by the Engineer, if authorized by the City, which are not included in the above-described Basic Engineering or Supplemental Engineering Services, as described below:

1. Preparing applications and supporting documents for grants, loans, or planning advances for providing data for detailed applications.
2. Assistance with the evaluation of funding alternatives such as the Texas Water Development Board.
3. Prepare for and attend meetings with City Management, Advisory Boards, and/or City Councils to discuss/present the results of the project.
4. Accompany the City on trips to view equipment/processes under consideration for inclusion in the project. As the time requirements and travel expenses cannot be anticipated for these trips, the budget identified for this item is an allowance.
5. Assist the City in negotiations with TCEQ concerning the wastewater discharge permit amendments that will be sought for this project.
6. Providing additional copies of reports, plans, specifications, and contract documents.
7. Preparing environmental impact statements, storm water discharge permits, and 404 permit applications, except as specifically included in the Basic Engineering Services.
8. Responding to or otherwise assisting the City in replying to potential or actual protests of the Permit Amendment.
9. Appearing before regulatory agencies or courts as an expert witness in any litigation with third parties including condemnation proceedings arising from the development or construction of the Project, including the preparation of engineering data and reports for assistance to the City.
10. Investigations involving detailed consideration of operation, maintenance and overhead expenses, and the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals, evaluations, assessment schedules, and material audits for inventories required for certifications by force account performed by the City.
11. Payment of fees for permit applications and publication of notices.
12. Conduct field survey to determine the location of existing facilities and to identify existing ground contours.
13. Drilling for soil borings and specific field testing of soils.
14. Conducting additional field tests for air or water quality not specifically identified in the Basic Engineering Services.
15. Planning or designing for additional treated effluent for reuse.
16. Public relations activities and consulting services.
17. Attendance at additional meetings with the Project Participants, public, or operators not specifically identified in the Basic Engineering or Supplemental Engineering Services.
18. Site acquisition services and appraisals.
19. Any other additional services that may be required by the City for completion of the Project that are not included in the Basic Engineering Services.
20. Services known to be required for completion of the Project that the City agrees are to be furnished by the Engineer or by a subconsultant that cannot be defined sufficiently at this time to establish the maximum compensation.

SCOPE OF CONSULTANT SERVICES

ARTICLE I

PROJECT DESCRIPTION:

Preliminary Design Phase Services for the Expansion of the Brushy Creek Regional East Wastewater Treatment Plant from 25 MGD to 38.5 MGD.

PROJECT ASSUMPTIONS:

FNI shall provide electrical, structural, architectural, and HVAC/Plumbing design for the project.

BASIC SERVICES: FNI shall render the following professional services in connection with the development of the Project.

- A. PROJECT MANAGEMENT AND ADMINISTRATIVE DUTIES: Upon execution of this AMENDMENT and upon receiving a Notice to Proceed from APAI, FNI will provide the project management services for each phase as follows:

FNI shall coordinate internally and also with APAI for successful project initiation, planning, execution, monitoring/controlling and closeout. FNI shall manage scope, time, cost, quality, staff resources, communications, risk and procurements as necessary. This includes but is not limited to:

1. Consult with the APAI throughout the project to ensure the scope of services is met and verify the APAI'S requirements for the project are satisfactory.
2. Monthly Invoicing: FNI will prepare and submit monthly invoices to APAI.
3. Monthly Status Reports: FNI will prepare and submit monthly status reports to APAI with FNI's monthly invoice. Monthly status reports will comprise a one to two-page summary of the progress to date on the project, work completed during the prior month, work anticipated to be completed during the upcoming month, and discussion of any scope, schedule, or budget issues that may need to be resolved.
4. Quality Assurance / Quality Control: FNI will develop and implement a QA/QC plan for the work.
5. Meetings: FNI participate in the following meetings.
 - a. Design Team Meetings: Up to six (6)
 - i. FNI's PM – All meetings in person
 - ii. Electrical – Up to two (2) meetings in person
 - iii. Structural, architectural, HVAC/plumbing, process engineer – Attend all meetings remotely
 - b. Client Meetings: Up to six (6)
 - i. FNI's PM, architectural, structural, and electrical – All Meetings in person
 - ii. Leonard Ripley in attendance at up to two (2) process selection workshops
 - iii. Architect participation in one (1) architectural design workshop

B. PRELIMINARY PHASE1. STRUCTURAL DESIGN

- a. Review preliminary geotechnical report recommendations and provide write-up on impact to initial structural recommendations and cost.
- b. Provide write-ups and preliminary structural recommendations for the expansion of the following plant components:
 - i. Headworks (Screens and Grit Removal)
 - ii. Anoxic Basins
 - iii. Aeration Basins
 - iv. Clarifiers
 - v. UV Disinfection
 - vi. Solids Holding Tank
 - vii. Solids Handling Building
 - viii. Electrical Building
 - ix. Misc. Vaults/Structures
- c. Develop probable construction costs for structural components of design

2. ELECTRICAL DESIGN

- a. Evaluate existing dual-feed backup power system and provide recommendations for improvements to existing system or use of generators. Based on the record drawings provided, the electric utility has two separate power feeders into the plant. It doesn't distinguish if the feeders come from one or two separate substations. Our time will be researching power feed into the plant. The tasks associated with this topic include:
 - i. Assessment of the electric utility company's power reliability based on TCEQ requirements
 - ii. Determination of necessary power system improvements based on the proposed plant improvements
 - iii. Feasibility assessment of using diesel standby generators and paralleling gear for the plant
- b. Provide write-ups, basic exhibits, one-line diagrams, and preliminary recommendations for power feed and controls of expanded process components including:
 - i. Headworks
 - ii. Anoxic Basins
 - iii. Clarifiers
 - iv. UV Disinfection

- v. Sludge Holding Tank
 - vi. Solids Handling Building
 - vii. Electrical Building
 - c. Develop probable construction costs for electrical components of design
3. ARCHITECTURAL & MECHANICAL DESIGN
- a. Provide write-up and preliminary recommendations for architectural, plumbing, and HVAC design of proposed electrical building
 - b. Develop architectural 3D model of electrical building with plan view and rendering of elevations
 - c. Preparation of up to three (3) architectural renderings of architectural styles for workshop to determine preferences for new and modified facilities.
 - d. Develop probable construction costs for architectural, plumbing, and HVAC components of design
4. BIOGAS SYSTEM EVALUATION
- a. Evaluate potential production of biogas from future anaerobic digesters
 - b. Evaluate options and feasibility of cleaning biogas to power backup generators
 - c. Provide write-up and preliminary recommendations for feasibility of using biogas system.
 - d. Develop probable construction costs for biogas system evaluation including biogas cleaning system, backup generator, and appurtenances (not including anaerobic digesters).
5. OVERALL QUALITY CONTROL
- a. Provide one (1) high-level QC of process design components.
 - b. Provide QC review of the overall opinion of probable construction cost (OPCC) developed for the proposed improvements.
6. PHASE DELIVERABLES: FNI will provide electronic copies to APAI as required for the following submittals:
- a. WWTP Expansion Preliminary Engineering Report
 - i. Section Write-Ups
 - ii. Opinions of Probable Construction Cost (Structural, Electrical, Architectural, Plumbing/HVAC, Biogas))

ARTICLE II

SPECIAL SERVICES: FNI shall render the following special services in connection with the development of the Project.

1. None.

ARTICLE III

ADDITIONAL SERVICES: Additional Services to be performed by FNI, if authorized by APAI, which are not included in the above described basic services, are described as follows:

- A. Providing cost estimates, design plans, specifications, and write-ups for additional structures not specifically mentioned in Article I
- B. Field surveying required for the preparation of designs and drawings.
- C. Field layouts or the furnishing of construction line and grade surveys.
- D. GIS mapping services or assistance with these services.
- E. Making property, boundary and right-of-way surveys, preparation of easement and deed descriptions, including title search and examination of deed records.
- F. Providing services to investigate existing conditions or facilities, or to make measured drawings thereof, or to verify the accuracy of drawings or other information furnished by APAI.
- G. Providing renderings, model, and mock-ups requested by the APAI beyond those noted in Exhibit B.
- H. Making revisions to drawings, specifications or other documents when such revisions are 1) not consistent with approvals or instructions previously given by APAI or 2) due to other causes not solely within the control of FNI.
- I. Providing consultation concerning the replacement of any Work damaged by fire or other cause during the construction, and providing services as may be required in connection with the replacement of such Work.
- J. Investigations involving consideration of operation, maintenance and overhead expenses, and the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals, evaluations, assessment schedules, and material audits or inventories required for certification of force account construction performed by APAI.
- K. Preparing applications and supporting documents for government grants, loans, or planning advances and providing data for detailed applications.
- L. Providing shop, mill, field or laboratory inspection of materials and equipment. Observe factory tests of equipment at any site remote to the project or observing tests required as a result of equipment failing the initial test.
- M. Conducting pilot plant studies or tests.
- N. Preparing Operation and Maintenance Manuals or conducting operator training.

EXHIBIT B

- O. Preparing data and reports for assistance to APAI in preparation for hearings before regulatory agencies, courts, arbitration panels or any mediator, giving testimony, personally or by deposition, and preparations therefore before any regulatory agency, court, arbitration panel or mediator.
- P. Performing investigations, studies and analyses of substitutions of equipment and/or materials or deviations from the drawings and specifications.
- Q. Assisting APAI in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this Agreement. Such services, if any, shall be furnished by FNI on a fee basis negotiated by the respective parties outside of and in addition to this Agreement.
- R. Providing environmental support services including the design and implementation of ecological baseline studies, environmental monitoring, impact assessment and analyses, permitting assistance, and other assistance required to address environmental issues.
- S. Design, contract modifications, studies or analysis required to comply with local, State, Federal or other regulatory agencies that become effective after the date of this agreement.
- T. Providing basic or additional services on an accelerated time schedule. The scope of this service include cost for overtime wages of employees and consultants, inefficiencies in work sequence and plotting or reproduction costs directly attributable to an accelerated time schedule directed by the APAI.
- U. Providing services made necessary because of unforeseen, concealed, or differing site conditions or due to the presence of hazardous substances in any form.
- V. Preparing statements for invoicing or other documentation for billing other than for the standard invoice for services attached to this professional services agreement.
- W. Provide Geotechnical investigations, studies and reports.

BRUSHY CREEK REGIONAL WASTEWATER SYSTEM
BRUSHY CREEK REGIONAL EAST WASTEWATER TREATMENT PLANT
EXPANSION
SCOPE OF SERVICES

Project Understanding

The Brushy Creek Regional East Wastewater Treatment Plant (East Plant) is owned by the City of Round Rock, City of Cedar Park, City of Austin, and City of Leander, and is operated by the Brazos River Authority (BRA). The City of Leander will become a part owner as part of this project. The East Plant is an activated sludge process plant with treatment units that include bar screens, grit removal, anoxic basins, aeration basins, final clarifiers, belt filter presses, disinfection (chlorine and UV), aerobic digester, and gravity belt thickeners. The plant has an existing permit to discharge a maximum annual average flow of 21.5 million gallons per day (MGD) and an average two hour peak of 52,083 gallons per minute (75 MGD). To achieve this treatment, the plant has a total of three treatment trains, with two trains rated at 10 MGD and the third rated for 1.5 MGD. However, the East Plant is currently being rerated to increase annual average flow to 25 MGD. The peak two-hour flow will not be changed, reducing the peaking factor from 3.5 to 3.0.

The plant receives influent flow from two lift stations: the main onsite influent lift station and the City of Round Rock's McNutt Lift Station. The onsite lift station receives flow from all entities via the 54-inch Brushy Creek Interceptor, and pumps the flow to the headworks with an ultimate firm pumping capacity of 68 MGD. The McNutt Lift Station serves the City of Round Rock's McNutt wastewater basin and has a firm capacity of 11.2 MGD. Between the two lift stations, the total pumping capacity is 79.2 MGD. The McNutt Lift Station was originally designed to be a temporary system until the East Plant was expanded, at which point a new onsite lift station would be constructed and the McNutt wet well would be converted into a flow-through manhole. The use of this lift station will be evaluated as part of this project.

The existing headworks system is comprised of two mechanically cleaned bar screens, one mechanically cleaned fine screen, one manual bar screen for emergency bypassing, and two grit removal systems. Each mechanical screen channel has a capacity of 33 MGD, for a total screening capacity of 99 MGD. Each vortex grit removal system has a capacity of 32.7 MGD for a total grit removal capacity of 65.4 MGD. In previous designs, a location for a future headworks structure was reserved. The use of the existing headworks or the construction of a new structure will be analyzed during the preliminary engineering phase.

The East Plant has the capability to disinfect the effluent using both UV disinfection and chlorination. The existing UV system is the main disinfection unit and is rated for a peak flow of 45 MGD. The UV bulbs are vertical orientation, however, it has been mentioned that the plant operators would prefer horizontal bulbs. When the flow exceeds 45 MGD, the operators put the chlorination system online to disinfect the additional flow. During discussions with BRA, it was noted that the chlorination system is in good condition and the chlorine is also used for various items throughout the plant and in the City of Round Rock's reuse system. During the preliminary engineering phase, the options for expanding the disinfection will be evaluated.

The objective of this project is to expand the East Plant from 25 MGD to 38.5 MGD ADF via an additional treatment train. Alan Plummer Associates, Inc. (APAI) has requested

BRUSHY CREEK REGIONAL WASTEWATER SYSTEM
BRUSHY CREEK REGIONAL EAST WASTEWATER TREATMENT PLANT
EXPANSION
SCOPE OF SERVICES

that K Friese + Associates (KFA) be part of the Project Team as a subconsultant. KFA will provide preliminary engineering services, including:

- Work with BCRWWS entities to develop existing and future flow projections
- Interceptor sizing and expansion
- Plant access driveway improvements
- Develop plans for routing additional flows to the plant and splitting the flow to the treatment trains
- Flow equalization assessment
- Septage receiving station location evaluation
- Headworks (screening and grit removal) expansion
- Disinfection system expansion
- FEMA 100-year floodplain review and plant protection evaluation

Basic Scope of Services

Phase A – Preliminary Phase (30%)

1. Project Management and QA/QC: This task includes routine communication with the Prime; invoicing; manpower and schedule management; QA/QC reviews; and other activities associated with managing KFA's portion of the project.
2. Meetings
 - a. Kick-off Meeting: KFA will attend one kick-off meeting with the Project Team and the BCRWWS to kick off the project.
 - b. Monthly Client Meetings: KFA will attend one meeting per month with the Project Team and the BCRWWS to discuss the status of the project.
 - c. Monthly Project Team Meetings: KFA will attend one meeting per month with the Project Team to discuss the status of the project.
 - d. Owner Presentations: KFA will prepare for and attend two Owner presentations to city councils or other officials throughout the preliminary phase.
3. Data Collection
 - a. KFA will work with APAI, the BCRWWS, and the BRA plant operators to obtain available information on the existing plant equipment (operation & maintenance manuals, maintenance logs, etc.), existing flow rates, and other pertinent information. KFA will also meet with plant operators to get feedback from their perspective.
4. Flow Development
 - a. KFA will work with each of the entities of BCRWWS to determine the existing and future wastewater flows being sent to the East Plant. It is assumed that each entity will provide KFA with wastewater flow projections for milestone years.

BRUSHY CREEK REGIONAL WASTEWATER SYSTEM
BRUSHY CREEK REGIONAL EAST WASTEWATER TREATMENT PLANT
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5. Preliminary Design Criteria Development
 - a. KFA will coordinate with APAI and the Owner to identify and confirm design criteria to be used in the evaluations.
6. Plant Access Driveway
 - a. The City of Round Rock is planning to improve the railroad crossing off of US 79 that serves as the East Plant entrance as part of the Kalahari Resort project. KFA will coordinate with the City of Round Rock to identify improvements to the plant entrance to consider, which may include expanding the existing driveway, or potentially adding a new private driveway to the East Plant. KFA will coordinate with TxDOT and the Union Pacific Railroad (UPRR) to determine permitting requirements and feasibility of adding a new driveway off of US 79 and across the railroad tracks.
7. Septage Receiving Station
 - a. KFA will work with the plant operators to determine how the plant currently accepts wastewater from off-site sources that are hauled to the plant for treatment. Adding a septage receiving station at, or before, the headworks will be assessed, and up to three location options will be evaluated.
8. Hydraulic Analysis
 - a. KFA will coordinate with APAI and will assist with the hydraulic elevations and calculations of the lift stations, headworks, and disinfection system.
9. Capacity Analysis
 - a. KFA will perform a capacity analysis of the existing wastewater interceptors to compare existing interceptor capacity and projected peak wet weather flow. The analysis will consist of a static flow calculation and the results will be used in the lift station capacity analysis and expansion evaluation.
 - b. KFA will evaluate the two lift stations, headworks, and disinfection units for existing capacities to determine the amount of expansion that is required for each unit to handle the proposed peak wet weather flow. The analysis will include examining pump curves, pipe sizes and flow rates/velocities, channel capacities, and equipment capabilities, among others.
 - c. The use of flow equalization to minimize the impacts of peak loading on plant hydraulics will be assessed. Flow equalization location in the plant and basin sizing will be evaluated. KFA will coordinate with APAI on odor control considerations and treatment train hydraulics.
10. Equipment Evaluation
 - a. Equipment options for the proposed expansion will be identified. KFA will develop an evaluation that will include, but not be limited to, pros and cons, costs (capital costs and operation and maintenance costs), reliability, and operator familiarity, among others. A recommendation for

BRUSHY CREEK REGIONAL WASTEWATER SYSTEM
BRUSHY CREEK REGIONAL EAST WASTEWATER TREATMENT PLANT
EXPANSION
SCOPE OF SERVICES

the equipment best suited for this expansion will be presented to the Owner for final selection.

11. Expansion Evaluation

- a. KFA will use the capacity and equipment evaluations to present up to three expansion options for each system (lift stations, headworks, and disinfection) and will make a recommendation. The options will include expanded and/or new structures and equipment, proposed piping changes, and any other necessary features.

12. FEMA Floodplain Evaluation

- a. The most up-to-date Federal Emergency Management Agency (FEMA) Flood Insurance Study will be obtained and evaluated to determine the 100-year and 500-year flood elevations at the plant site. The elevations of existing structures and equipment will be compared to the 100-year and 500-year flood elevations to determine if any improvements are necessary to prevent inundation. KFA will also coordinate with the Project Team regarding locations and elevations of all proposed improvements that must be protected in the 100-year and 500-year floods. Up to three options will be presented for protecting or adjusting all existing and proposed equipment to prevent flooding under the 100-year and 500-year events.
- b. A hydrologic and hydraulic (H&H) analysis will be performed for all proposed improvements to the plant site to ensure that the improvements do not impact the 100-year floodplain elevation at surrounding properties. If impacts are found during the analysis, KFA will evaluate and present potential mitigation measures.

13. Deliverables:

- a. Preliminary Engineering Report (PER): Applicable PER sections will be prepared summarizing the investigation and recommendations. At a minimum the information will include:
 - i. Discussion on the findings of the various evaluations and analyses
 - ii. Exhibits showing the recommended expansion of the lift station(s), headworks, and disinfection areas, addition of flow equalization, and the flow split between the treatment trains. Exhibits will also be included that show recommended septage receiving station locations, plant entrance driveway modifications, and proposed equipment protection or modifications to prevent inundation in a 100-year floodplain.
 - iii. Class C (+/- 20%) opinion of probable cost for the recommended expansion

BRUSHY CREEK REGIONAL WASTEWATER SYSTEM
BRUSHY CREEK REGIONAL EAST WASTEWATER TREATMENT PLANT
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APAI Responsibilities

1. APAI will provide to KFA available data relating to KFA's services on the Project. KFA will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by APAI.
2. APAI will provide KFA with a template for the PER and CAD standards for all exhibits.
3. APAI will provide required data and hydraulic analysis for the secondary treatment train and odor control recommendations and costs for proposed equipment and expansion options.
4. APAI will facilitate the electrical and structural review of KFA's proposed equipment and expansion options. The electrical and structural subconsultant will provide KFA with recommendations and cost information for each option identified in the PER.
5. APAI will give prompt notice to KFA whenever APAI observes or becomes aware of any development that affects the scope or timing of KFA's services.
6. APAI shall examine information submitted by KFA and render in writing or otherwise provide comments and decisions in a timely manner.
7. APAI will provide KFA with elevations of existing plant structures and equipment.
8. APAI will evaluate plant hydraulics relative to the 100-year floodplain evaluation.

**MANPOWER/BUDGET ESTIMATE
BRUSHY CREEK REGIONAL WASTEWATER SYSTEM
EAST PLANT EXPANSION**

Task	Principal Hrs	Project Manager Hrs	QA/QC Engineer Hrs	Project Engineer Hrs	EIT Hrs	Senior Technician Hrs	Admin Hrs	Total Hrs	Labor Cost \$	Expenses \$	Total Cost \$
Phase A - Preliminary Design Phase											
1 Project Management & QA/QC	12	24	64	12			24	136	\$21,200	\$1,000	\$22,200
2 Meetings		80		92	44	16		232	\$32,660	\$1,550	\$34,210
<i>Kick-off Meeting</i>		4		4	4			12	\$1,660	\$50	\$1,710
<i>Monthly Client Meetings (12)</i>		36		36				72	\$11,520	\$600	\$12,120
<i>Monthly Project Team Meetings (12)</i>		24		36	24			84	\$11,400	\$600	\$12,000
<i>Owner Presentations (2)</i>		16		16	16	16		64	\$8,080	\$300	\$8,380
3 Data Collection		4		16	24	24		68	\$7,160		\$7,160
4 Flow Development		4		16	16			36	\$4,240		\$4,240
5 Preliminary Design Criteria Development		2		8				10	\$1,360		\$1,360
6 Plant Access Driveway		4		16	32			52	\$5,760		\$5,760
7 Septage Receiving Station		2		12	24			38	\$4,120		\$4,120
8 Hydraulic Analysis		4		16	16			36	\$4,240		\$4,240
9 Capacity Analysis		14		48	64			126	\$14,640		\$14,640
<i>Interceptor Capacities</i>		2		4	8			14	\$1,640		\$1,640
<i>Lift Stations, Headworks, and Disinfection</i>		8		32	40			80	\$9,240		\$9,240
<i>Flow Equalization</i>		4		12	16			32	\$3,760		\$3,760
10 Equipment Evaluation		22		68	76			166	\$19,780		\$19,780
<i>Meet with Plant Operators</i>		4		4	4			12	\$1,660		\$1,660
<i>Lift Stations</i>		2		8	8			18	\$2,120		\$2,120
<i>Screening</i>		4		16	16			36	\$4,240		\$4,240
<i>Grit Removal</i>		4		16	16			36	\$4,240		\$4,240
<i>Disinfection</i>		8		24	32			64	\$7,520		\$7,520
11 Expansion Evaluation		28		96	128			252	\$29,280		\$29,280
<i>Flow Splitting/Distribution</i>		8		24	32			64	\$7,520		\$7,520
<i>Lift Stations</i>		8		16	24			48	\$5,800		\$5,800
<i>Screening</i>		4		16	24			44	\$5,000		\$5,000
<i>Grit Removal</i>		4		16	24			44	\$5,000		\$5,000
<i>Disinfection</i>		4		24	24			52	\$5,960		\$5,960
12 FEMA Floodplain Evaluation		12		40	56			108	\$12,520		\$12,520
<i>Existing and Proposed Equipment Protection</i>		8		24	32				\$7,520		\$7,520
<i>H&H Analysis</i>		4		16	24				\$5,000		\$5,000
13 Preliminary Engineering Report		30		88	112	76		306	\$34,040		\$34,040
<i>Draft Report</i>		16		48	56			120	\$14,280		\$14,280
<i>Exhibits</i>		6		16	24	48		94	\$9,720		\$9,720
<i>Cost Estimating</i>		2		8	8			18	\$2,120		\$2,120
<i>Final Report</i>		6		16	24	28		74	\$7,920		\$7,920
Total	12	218	64	488	536	116	24	1458	\$178,480	\$2,550	\$193,550

EXHIBIT C

Work Schedule

Attached Behind This Page

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Exhibit D Fee Schedule

Project Name: Brushy Creek Regional Wastewater System East Plant Expansion Preliminary Engineering

Task	Total Labor Hours	Total Loaded Labor Cost	Other Direct Costs	Subconsultants	TOTALS
Taks 1: Evaluate/determine design flows	340	\$ 55,176	\$ 2,700	\$ 12,760	\$ 70,636
Task 2: Determine effluent quality goals	236	\$ 42,490	\$ 1,900	\$ -	\$ 44,390
Task 3: Evaluate influent lift station / headworks	165	\$ 34,760	\$ 1,300	\$ 14,640	\$ 50,700
Task 4: Evaluate treatment processes	2,307	\$ 393,088	\$ 21,300	\$ 250,250	\$ 664,638
Task 5: Electrical/Instrumentation	172	\$ 29,722	\$ 1,000	\$ 39,690	\$ 70,412
Task 5: Evaluate odor potential	814	\$ 129,594	\$ 52,500	\$ -	\$ 182,094
Task 6: Sitework and architectural concepts	124	\$ 21,550	\$ 1,000	\$ 26,081	\$ 48,631
Task 7: Prepare / Process permit amendment	312	\$ 49,584	\$ 2,500	\$ -	\$ 52,084
Task 8: Preliminary Engineering Report	598	\$ 96,416	\$ 8,840	\$ 31,400	\$ 136,656
Task 9: Project Meetings	918	\$ 164,296	\$ 7,300	\$ 99,700	\$ 271,296
Task 10: Project Management	334	\$ 68,356	\$ 2,700	\$ -	\$ 71,056
LUMP SUM TOTAL:	6,320	\$ 1,085,032	\$ 103,040	\$ 474,521	\$ 1,662,593

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City of Round Rock Brushy Creek Regional Wastewater System Preliminary Engineering Project No. 1											
Level 2 (Phase) No. and Description <i>Level 3 (Task) No. and Description</i>	E8/E9 (hrs)	E7 (hrs)	E6 (hrs)	E4/E5 (hrs)	E1-E4 (hrs)	T1-T4 (hrs)	A1-A4 (hrs)	QC (hrs)	Total Labor		Percent of
									Hours	Fee (\$\$\$)	Total Fee
Preliminary Engineering	340	946	650	1,686	1,870	328	268	232	6,320	\$ 1,085,032	100.0%
1 Evaluate/determine design flows	16	54	0	84	136	16	24	10	340	\$ 55,176	5.1%
1.1 Coordinate with Partners for projections	2	8		8					18	\$ 3,760	0.3%
1.2 Coordinate with Partners for ultimate flows		4		4					8	\$ 1,600	0.1%
1.3 Evaluate peaking factors	4	12		20	24				60	\$ 10,200	0.9%
1.4 Evaluate locations where flows enter plant	2	4		8	12				26	\$ 4,300	0.4%
1.5 Evaluate organic loading	4	12		20	60				96	\$ 14,700	1.4%
1.6 Sampling protocol		2		4	8				14	\$ 2,120	0.2%
1.7 Deliverables	4	12		20	32	16	24	10	118	\$ 18,496	1.7%
2 Determine Effluent Quality Goals	12	20	112	0	50	16	16	10	236	\$ 42,490	3.9%
2.1 Obtain/review water quality model	2		8						10	\$ 2,104	0.2%
2.2 Modify model for future flows	4	8	40		20				72	\$ 13,260	1.2%
2.3 Determine likely effluent limits	4	8	40		20				72	\$ 13,260	1.2%
2.4 Deliverables	2	4	24		10	16	16	10	82	\$ 13,866	1.3%
3 Influent Lift Station / Headworks	23	46	0	80	0	0	0	16	165	\$ 34,760	3.2%
3.1 Evaluate Lift Station Hydraulic Capacity	2	4		8					14	\$ 2,800	0.3%
3.2 Consider need for future expansion	1	2		4					7	\$ 1,400	0.1%
3.3 Evaluate alternative lift station improvements	4	8		12					24	\$ 4,960	0.5%
3.4 Evaluate headworks capacity	2	4		8					14	\$ 2,800	0.3%
3.5 Consider need for future expansion	1	2		4					7	\$ 1,400	0.1%
3.6 Evaluate alternative headworks expansion	4	8		12					24	\$ 4,960	0.5%
3.7 Evaluate alternative screening processes	2	4		8					14	\$ 2,800	0.3%
3.8 Evaluate alternative grit removal processes	2	4		8					14	\$ 2,800	0.3%
3.9 Determine septic dump station requirements	1	2		4					7	\$ 1,400	0.1%
3.10 Deliverables	4	8		12				16	40	\$ 9,440	0.9%
4 Evaluate Treatment Processes	95	274	436	508	776	124	20	74	2,307	\$ 393,088	36.2%
4.1 Summarize existing units	4	12		20	40				76	\$ 12,200	1.1%
4.2 Identify alternative treatment processes									0	\$ -	0.0%
4.2.1 Liquid streams								16	16	\$ 4,480	0.4%
4.2.1.1 Primary Treatment	4	12	16	16	32				80	\$ 13,648	1.3%
4.2.1.2 Activated Sludge	4	24	32	32	64				156	\$ 26,176	2.4%
4.2.1.3 Final Clarification	2	8	16	16	32				74	\$ 12,128	1.1%
4.2.1.4 Disinfection	3	16	16	16	32				83	\$ 14,328	1.3%
4.2.2 Solids treatment								16	16	\$ 4,480	0.4%
4.2.2.1 Anaerobic Digestion	4	16	24	24	48				116	\$ 19,432	1.8%
4.2.2.2 Aerobic Digestion	2	4	12	12	24				54	\$ 8,756	0.8%
4.2.2.3 Thickening	2	8	12	12	24				58	\$ 9,716	0.9%
4.2.2.4 Dewatering	4	8	12	12	24				60	\$ 10,276	0.9%
4.2.2.5 Sidestream Treatment	4	12	20	20	40				96	\$ 16,060	1.5%
4.2.2.6 Dryer and Lime Stabilization	4	12	20	20	40				96	\$ 16,060	1.5%
4.3 Develop Matrix	8	16	20	20					64	\$ 13,140	1.2%
4.4 Prepare for Workshop	2	4	4	12		12			34	\$ 5,712	0.5%
4.5.1 Evaluate three alternatives	12	24	60	60	120	60			336	\$ 52,800	4.9%
4.5.2 Evaluate flow splits	2	4		16	24				46	\$ 7,080	0.7%
4.5.3 Hydraulic analysis	2	4		20	40				66	\$ 9,720	0.9%
4.5.4 Develop/utilize process model	8	20	160	40	40				268	\$ 49,320	4.5%
4.5.5 Develop process flow diagrams	2	8		16	16	16			58	\$ 9,040	0.8%
4.5.6 Recommendations for other plant imp.	2	4	12	8					26	\$ 5,116	0.5%
4.5.7 Develop life cycle analysis	4	20		40	60				124	\$ 19,820	1.8%
4.6 Develop matrix evaluation	4	10		20	20			2	56	\$ 9,780	0.9%
4.7 Prepare for Workshop	4	8		16	16	16			60	\$ 9,600	0.9%
4.8 Deliverables	8	20		40	40	20	20	40	188	\$ 34,220	3.2%
5 Electrical / Instrumentation	8	16	54	42	32	20	0	0	172	\$ 29,722	2.7%
5.1.1 Evaluate existing system	2	2		4					8	\$ 1,680	0.2%
5.1.2 Assess reliability of power		1		2					3	\$ 560	0.1%
5.1.3 Determine if improvements are needed		1		2					3	\$ 560	0.1%
5.2.1 Review SCADA communications	2	4	30	16	16	20			88	\$ 14,370	1.3%
5.2.2 Develop SCADA recommendations	2	4	16	10	16				48	\$ 8,208	0.8%
5.3 Deliverables	2	4	8	8					22	\$ 4,344	0.4%
6 Evaluate Odor Potential	12	52	48	384	254	20	20	24	814	\$ 129,594	11.9%
6.1 Document existing odor conditions	2	4	8	4	30				48	\$ 7,454	0.7%
6.2 Field Sampling and monitoring	2	12		60	120				194	\$ 28,040	2.6%
6.3 Develop air dispersion modeling	4	20	20	260	80				384	\$ 61,380	5.7%
6.4 Deliverables	4	16	20	60	24	20	20	24	188	\$ 32,720	3.0%
7 Sitework and Architectural Concepts	10	24	0	32	34	20	0	4	124	\$ 21,550	2.0%
7.1 Determine Building Needs	4	8		8	8				28	\$ 5,320	0.5%
7.2 Plant Entrance Modifications		2		2					4	\$ 800	0.1%
7.3 Evaluate Flood Plain		2		4	4				10	\$ 1,620	0.1%

City of Round Rock Brushy Creek Regional Wastewater System Preliminary Engineering Project No. 1											
Level 2 (Phase) No. and Description <i>Level 3 (Task) No. and Description</i>	E8/E9 (hrs)	E7 (hrs)	E6 (hrs)	E4/E5 (hrs)	E1-E4 (hrs)	T1-T4 (hrs)	A1-A4 (hrs)	QC (hrs)	Total Labor		Percent of Total Fee
									Hours	Fee (\$\$\$)	
Preliminary Engineering	340	946	650	1,686	1,870	328	268	232	6,320	\$ 1,085,032	100.0%
7.4 Develop Site Plans (3)	2	6		10	10	20			48	\$ 7,350	0.7%
7.5 Architectural Workshop	4	4		4	4				16	\$ 3,220	0.3%
7.6 Deliverables		2		4	8			4	18	\$ 3,240	0.3%
8 Prepare / Process Permit Amendment	12	40	0	92	112	32	16	8	312	\$ 49,584	4.6%
8.1.1 Prepare application	4	8		40	60	24	16		152	\$ 21,604	2.0%
8.1.2 Review application	2	8		12	12	8			42	\$ 6,900	0.6%
8.1.3 Process application	4	20		40	40				104	\$ 17,320	1.6%
8.2 Deliverables	2	4						8	14	\$ 3,760	0.3%
9 Preliminary Engineering Report	28	88	0	144	160	80	74	24	598	\$ 96,416	8.9%
9.1 Prepare Draft Report	16	60		120	120	60	40	16	432	\$ 69,220	6.4%
9.2 Submit Report	2	4					6		12	\$ 2,144	0.2%
9.3 Address Comments	6	16		24	40	20	16	8	130	\$ 20,764	1.9%
9.4 Prepare Final Report	2	4					6		12	\$ 2,144	0.2%
9.5 Deliverables	2	4					6		12	\$ 2,144	0.2%
10 Project Meetings	86	180	0	272	280	0	54	46	918	\$ 164,296	15.1%
10.1 Kick-off	4	8		8	16				36	\$ 6,320	0.6%
10.2 Monthly Progress Meetings	30	60		100	100		30		320	\$ 54,420	5.0%
10.3 Project Workshops (3)	12	20		20	20				72	\$ 13,860	1.3%
10.4 Quality Control Meetings	20	20		20	20			30	110	\$ 24,500	2.3%
10.5 Internal Team Coordination Meetings	12	60		100	100			16	288	\$ 50,740	4.7%
10.6 Deliverables	8	12		24	24		24		92	\$ 14,456	1.3%
11 Project Management	38	152	0	48	36	0	44	16	334	\$ 68,356	6.3%
11.1 General Project Mgmt	32	100						16	148	\$ 37,440	3.5%
11.2 Prepare Project Mgmt Plan	2	12		12			8		34	\$ 6,192	0.6%
11.3 Monthly Status reports	4	24							28	\$ 6,880	0.6%
11.4 Prepare Monthly Invoices		8					24		32	\$ 4,416	0.4%
11.5 Maintain Project Logs		4		24	24				52	\$ 7,800	0.7%
11.6 Deliverables		4		12	12		12		40	\$ 5,628	0.5%
S Supplemental Services	0	0	0	0	0	0	0	0	0	\$ -	0.0%
1									0	\$ -	0.0%
2									0	\$ -	0.0%
TOTAL LABOR											
Total Labor Hours	340	946	650	1,686	1,870	328	268	232	6,320		
Total Labor Amount										\$ 1,085,032	100.0%
Labor Rates per Hour	\$280	\$240	\$193	\$160	\$125	\$125	\$104	\$280			
Total Amounts by Labor Category	\$ 95,200	\$ 227,040	\$ 125,450	\$ 269,760	\$ 233,750	\$ 41,000	\$ 27,872	\$ 64,960		\$ 1,085,032	
Labor Category Percent of Total Labor	8.8%	20.9%	11.6%	24.9%	21.5%	3.8%	2.6%	6.0%			100.0%
TOTAL EXPENSES (see breakdown below)											
Total Subconsultants										\$ 474,521	
Total Reimbursables										\$ 103,040	
Total Expenses										\$ 577,561	
GRAND TOTAL - Preliminary Engineering										\$ 1,662,593	
SUBCONSULTANT EXPENSES											
Code	Description	Budget (\$\$)	Markup	Fee (\$\$\$)							
CA	Architect Consultant	\$ -	1.15	\$ -							
CC	Civil Engr Consultant	\$ -	1.15	\$ -							
CE	Electrical Consultant	\$ -	1.15	\$ -							
CG	Geotechnical Consultant	\$ -	1.15	\$ -							
CM	Mechanical Consultant	\$ -	1.15	\$ -							
CO	Other Consultant	\$ -	1.15	\$ -							
CS	Structural Consultant	\$ -	1.15	\$ -							
CY	Surveying Consultant	\$ -	1.15	\$ -							
C1	Freese & Nichols	\$ 209,077	1.15	\$ 240,439							
C2	K. Friese & Associates	\$ 193,550	1.15	\$ 222,583							
C3	GPS-X	\$ 10,000	1.15	\$ 11,500							
C4		\$ -	1.15	\$ -							
C5		\$ -	1.15	\$ -							
C6		\$ -	1.15	\$ -							
TOTAL SUBCONSULTANT EXPENSES		\$ 412,627		\$ 474,521							
REIMBURSABLE EXPENSES											
Code	Description	Budget (\$\$)	Markup	Fee (\$\$\$)							
RA	Laboratory Analysis	\$ 40,000	1.15	\$ 46,000							
RC	Technology	\$ 31,600	1.15	\$ 36,340							
RH	Historical	\$ -	1.15	\$ -							
RI	In-House Reproduction	\$ 2,000	1.15	\$ 2,300							
RL	Long Distance Telephone	\$ -	1.15	\$ -							
RM	Employee Mileage	\$ 4,000	1.15	\$ 4,600							
RO	Other Expenses	\$ -	1.15	\$ -							
RP	Purchased Services	\$ -	1.15	\$ -							
RR	Reproduction	\$ 5,000	1.15	\$ 5,750							
RS	Shipping, Delivery, Postage	\$ 2,000	1.15	\$ 2,300							
RT	Travel, Meals, Lodging	\$ 2,000	1.15	\$ 2,300							
RU	Telecommunications	\$ -	1.15	\$ -							
R1	Odor Sampling Equipment	\$ 3,000	1.15	\$ 3,450							
R2		\$ -	1.15	\$ -							
TOTAL REIMBURSABLE EXPENSES		\$ 89,600		\$ 103,040							
C:\Users\steve\Documents\BCRWWS Budget 7-7-17.xls\Project 1											
										07/07/17	

EXHIBIT E

Certificates of Insurance

Attached Behind This Page



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/19/2017

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

PRODUCER McLaughlin Brunson Insurance Agency 12801 N. Central Expressway Ste. 1710 Dallas TX 75243		CONTACT NAME: Joe A Bryant PHONE (A/C, No, Ext): (214) 503-1212 E-MAIL ADDRESS: certificate@mclaughlinbrunson.com FAX (A/C, No): (214) 503-8899															
INSURED Alan Plummer Associates, Inc. 1320 S. University Drive, #300 Fort Worth TX 76107		INSURER(S) AFFORDING COVERAGE <table border="1"> <thead> <tr> <th>INSURER</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: XL Specialty Insurance Company</td> <td>37885</td> </tr> <tr> <td>INSURER B: Travelers Indemnity Co. of Am.</td> <td>25666</td> </tr> <tr> <td>INSURER C: Travelers Indemnity Company</td> <td>25658</td> </tr> <tr> <td>INSURER D: Charter Oak Fire Insurance Co.</td> <td>25615</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER	NAIC #	INSURER A: XL Specialty Insurance Company	37885	INSURER B: Travelers Indemnity Co. of Am.	25666	INSURER C: Travelers Indemnity Company	25658	INSURER D: Charter Oak Fire Insurance Co.	25615	INSURER E:		INSURER F:	
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COVERAGES

CERTIFICATE NUMBER: Cert ID 35461

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ XCU Coverage ☒ Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			6802J104180	06/15/2017	06/15/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Valuable Papers \$ 100,000
D	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			BA2003L924 No Owned Autos	06/15/2017	06/15/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000			CUP6428Y427	06/15/2017	06/15/2018	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			DPR9913754	05/09/2017	05/09/2018	Per Claim \$ 2,000,000 Annual Aggregate \$ 2,000,000

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

The claims made professional liability coverage is the total aggregate limit for all claims presented within the policy period and is subject to a deductible. Thirty(30)day notice of cancellation in favor of certificate holder on all policies.Brushy Creek Regional WW Plant Expansion Preliminary Engineering

CERTIFICATE HOLDER

CANCELLATION

City of Round Rock 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
---	---

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/19/2017

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PRODUCER Marsh Sponsored Programs a division of Marsh USA Inc. PO Box 14404 Des Moines IA 50306	CONTACT NAME: PHONE (A/C, No, Ext): 800-338-1391 E-MAIL ADDRESS: acecclientrequest@marsh.com FAX (A/C, No): 888-621-3173														
INSURED Alan Plummer and Associates, Inc. 1320 South University Drive Fort Worth, TX 76107	<table border="1"><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Sentinel Insurance Company Ltd</td><td>11000</td></tr><tr><td>INSURER B:</td><td></td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Sentinel Insurance Company Ltd	11000	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR ☐ GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMPOP AGG \$ \$ \$ \$ \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) \$ \$ \$ \$
	UMBRELLA LIAB ☐ EXCESS LIAB ☐ DED ☐ RETENTION \$ ☐ OCCUR ☐ CLAIMS-MADE						EACH OCCURRENCE AGGREGATE \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☐ N/A			84WBGIB4815	01/01/2017	01/01/2018	X WC STATU-TORY LIMITS OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT \$1,000,000 \$1,000,000 \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE: Brushy Creek WWP Expansion Preliminary Engineering. APAI# 2017-207-01.

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Brenda V. Kuntz

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