

EXHIBIT

"A"



CITY OF ROUND ROCK CONTRACT FOR ENGINEERING SERVICES

FIRM: RJN GROUP, INC. ("Engineer")
ADDRESS: 1 Chisholm Trail Road, Suite 450, Round Rock, TX 78681
PROJECT: 2016 (Year 2 – 3rd Cycle) and 2017 (Year 3 – 3rd Cycle) Wastewater Collection System Rehabilitation Inspection

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 all engineering services performed and to be performed under this Contract.

Engineer shall be paid on the basis of actual hours worked by employees performing work associated with this Contract, in accordance with the Fee Schedule attached hereto as Exhibit D. Payment of monies due for the Engineer's subconsultant's services shall be based on the actual amount billed to the Engineer by the subconsultant. Payment of monies due for direct cost expenses shall be based on the actual costs.

The maximum amount payable under this Contract, without modification of this Contract as provided herein, is the sum of Four Hundred Thirty Thousand Nine Hundred and No/100 Dollars, (\$430,900.00). Engineer shall prepare and submit to City monthly progress reports in sufficient detail to support the progress of the work and to support invoices requesting monthly payment. Any preferred format of City for such monthly progress reports shall be identified in Exhibit B entitled "Engineering Services". Satisfactory progress of work shall be an absolute condition of payment.

The maximum amount payable herein may be adjusted for additional work requested and performed only if approved by written Supplemental Agreement.

ARTICLE 5 **METHOD OF PAYMENT**

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

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

The certified statements shall show the total amount earned to the date of submission and shall show the amount due and payable as of the date of the current statement. Final payment does not relieve

Engineer of the responsibility of correcting any errors and/or omissions resulting from his/her/its negligence.

ARTICLE 6

PROMPT PAYMENT POLICY

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

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

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

ARTICLE 7

NOTICE TO PROCEED

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

ARTICLE 8

PROJECT TEAM

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

Eddie Zapata
Project Manager
2008 Enterprise Drive
Round Rock, TX 78664
Telephone Number (512) 218-6605

Fax Number (512) 218-5536
Mobile Number (512) 801-2059
Email Address ezapata@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:

Derek T. Schwanke, P.E.
Project Manager
1 Chisholm Trail Road, Suite 450
Round Rock, TX 78681
Telephone Number (682) 225-1181
Fax Number (972) 437-2707
Email Address dschwanke@rjnmail.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:

Derek T. Schwanke, P.E.
Project Manager
1 Chisholm Trail Road, Suite 450
Round Rock, TX 78681

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

RJN GROUP, 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

Sanitary Sewer Evaluation for
2017 WW Collection System Inspection in the Aquifer Zone
(3rd Cycle Year 2 & 3 Basins CC36-Z, OC26-Z, OC25-Z, OC24-Z, EW01-Z, OC29-Z, OC30-Z,
OC31-Z)

1. Designate a person to act as the Owner's representative with respect to services to be rendered under this contract. Such person shall have complete authority to transmit instructions, receive information, and interpret and define Owner/s policies and decisions.
2. Provide all criteria and full information as to the Owner's requirements for the project, including design objectives and constraints, space, capacity and performance requirements, and any budgetary limitations; and furnish copies of all, which Owner will require to be included in the project.
3. Place at the Engineer's disposal all available information including previous reports and any other data relative to the project.
4. Arrange for access to and make provisions for Engineer and their Subconsultants to enter upon public and private property as required for Engineer to perform the services under this contract.
5. Perform inspection of all manholes and provide inspection data to the Engineer.
6. Provide CCTV inspection of all sewer mains in project area and provide inspection forms and videos to Engineer.
7. Examine all studies, reports, sketches, drawings specifications, proposals and other documents presented by the Engineer, and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Engineer.
8. Furnish approvals and permits for all governmental authorities having jurisdiction over the Project and such approvals and consent from others as may be necessary for completion of the project. Pay all fees associated with approvals and permits.
9. Give prompt notice to the Engineer whenever Owner observes or otherwise becomes aware of any development that affects the scope or timing of Engineer's services.
10. Provide water to the Engineer and Engineer's Subcontractors at no cost, for use during the project.
11. Secure easements (using documents prepared by Engineer) as required for construction of the project.

EXHIBIT B

Engineering Services

2017 WW Collection System Inspection in the Aquifer Zone
(3rd Cycle Year 2 & 3 Basins CC36-Z, OC26-Z, OC25-Z, OC24-Z, EW01-Z, OC29-Z, OC30-Z,
OC31-Z)

PHASE 1– INVESTIGATION SERVICES

I. Project Administration and Management:

A. Project Administration:

Mobilize project team and prepare equipment for field testing.

Meet with CITY staff on a periodic basis, to update previous investigative work, to coordinate upcoming work, and to receive any input from staff. Meetings will be held at significant project milestones with written documentation of each meeting provided. A total of five (5) meetings are anticipated.

Perform general consultation with appointed CITY representative on an as-needed basis. Provide general overview opportunities for CITY personnel for observing regularly scheduled field inspection and testing activities.

Administer subcontracts for services to include closed-circuit television inspection.

Perform ENGINEER's internal project control procedures on a monthly basis including schedule and budget control, quality control review, and monthly progress reports.

B. Data Management/Mapping:

1. All forms used in the field will be scanned and the scanned information will be verified through quality control measures.
2. Provide all information collected during the field inspection in electronic format (ACCESS Database formatted for ArcView) and hard copy format. All photographs taken during the field activities will be tied to the field data using the access structure number or line segment designation. Quality control will be performed on all data collected.
3. Make correction to the map as differences are found during scheduled field survey activities. Provide the corrections to the CITY in both electronic

format and hard copy format. The same format will be used as used in the previous studies.

4. The final digital file will be plotted at a legible scale, and the color plot and an electronic copy of the digital file will be provided to the CITY in the same format used previously.

C. Public Relations:

1. ENGINEER will prepare and deliver notices necessary for the performance of smoke testing. Every reasonable effort will be made to distribute notices two (2) days prior to smoke testing; however, the CITY will allow the ENGINEER to distribute notices up to a minimum of one day in advance of smoke testing.
2. ENGINEER may distribute notices up to a maximum of seven (7) days prior to smoke testing. If conditions do not allow smoke testing to be performed during this period, ENGINEER will redistribute notices. If redistribution of smoke notices is required, testing may be performed within one (1) day of noticing.
3. The Fire Department and Public Works Department will be notified daily of smoke test locations. The Engineer will also assist the City by providing articles to be printed in local newspapers to inform the public of testing activities.

II. Field Survey Reconnaissance:

A. Manhole/Visual Pipe Inspection:

1. A comprehensive above ground inspection of manholes and cleanouts will be performed by the CITY in Basins CC36-Z, OC26-Z, OC25-Z, OC24-Z, OC29-Z, OC30-Z, OC31-Z, and EW01-Z. All subsurface components from the frame seal, walls, cleanout risers, and inverts are inspected. The rim to invert dimension for all connecting lines in manholes will be recorded.
2. The ENGINEER shall review the inspection data, quantify all identified defects, and enter the inspection data in the project database.

B. Rainfall Simulation:

Rainfall simulation activities will be performed in Basins CC36-Z, OC26-Z, OC25-Z, OC24-Z, OC29-Z, OC30-Z, OC31-Z, and EW01-Z only during this study.

This task will specifically identify sections of sewer lines and sources where excessive infiltration and inflow may be expected to occur during wet-weather periods including locations of stormwater transfer into the sanitary sewer

system. Work will include smoke testing and, if approved by CITY, dyed water flooding using comprehensive testing techniques developed by ENGINEER for such studies.

A dual blower intensified smoke technique will be utilized to test sewer lines in the selected basins. This enhanced method uses two smoke blowers for each test segment instead of the conventional technique of one blower, and partial plugging of the segment. The objective is to identify connections from typical sources such as catch basins, roof leaders, yard drains, area drains, and detectable main line and lateral defects. Smoke testing will be performed only during dry periods to maximize the effectiveness of the smoke testing program.

If approved by City, inflow sources will also be identified by means of dyed water flooding of storm sewer sections, stream sections, ditch sections, and ponding areas that may be contributing to inflow. The test areas will be based on results of the ENGINEER's smoke testing program. Positive dye tests are quantified for leakage rate. Field test data are input to the computerized data management system and analyzed. A water meter and water for dyed water flooding will be provided by CITY at no charge to ENGINEER.

Specific tasks to be included are the following:

- Perform dual blower smoke testing with partial plugging on adjacent manholes, secure photographs of defects, and record results on computerized data form. A total of 375,036 linear feet is anticipated in CC36-Z, OC26-Z, OC25-Z, OC24-Z, OC29-Z, OC30-Z, OC31-Z, and EW01-Z.
- Perform computerize analysis of smoke testing data and select dyed water flooding locations and estimate quantity.
- Prepare dyed water testing justification report and submit to City for approval.
- Perform dyed water flooding at selected locations and record data on computerized data forms and perform computerized analysis of data. (10 locations are anticipated.)

C. Interim Report/Cleaning and Internal Television (TV) Inspection:

1. Perform analysis of field investigations for TV inspection recommendations. Prepare a letter report summarizing the justification and location of sewers to be TV inspected with concurrent dyed water flooding. Submit and discuss the report with the CITY.
2. Perform cleaning and internal TV inspection of selected sewer lines and record findings. Sanitary sewer lines will be lightly cleaned in order to view the condition of the pipe. Light cleaning is defined as up to three

passes in each sewer segment selected for television inspection. During cleaning operations, all sludge, debris, etc. shall be removed from the sewer and disposed of properly. Concurrent dyed water flooding will be performed with TV inspection to verify locations of inflow defects. (5,000 linear feet is anticipated.)

III. Analysis and Report:

This part of the project includes performing an engineering analysis of field survey data and developing recommendations for potential exfiltration source repairs, I/I source repairs, and structural or maintenance repairs. A description of field investigations, engineering analysis, and recommended action to repair the sewer system will be included in the report.

A. Data Analysis:

1. Develop rehabilitation and improvement costs for various types of infiltration/inflow defect repairs and sewer improvements including, but not limited to:
 - a. Main Replacement
 - b. Point Repair
 - c. Inversion Lining
 - d. Expansion Lining
 - e. Manhole Rehabilitation
 - f. Manhole Replacement
 - g. Public Sector Building Lateral Repair
2. Perform analysis for an infiltration and inflow rehabilitation plan based on data collected during field investigations. Also included will be any private sector rehabilitation identified during the smoke testing activities. The rehabilitation plan will include a list of defects, preliminary repair method, estimated rehabilitation cost, and estimated I/I reduction. Final engineering design is not included.
3. Prepare and submit three (3) copies of a draft report, which includes results of the field investigations, findings, cost estimates, and recommended plan to reduce I/I. The draft report will be presented and discussed with CITY staff. After comments are received, a final report will be prepared and submitted to the CITY. ENGINEER will provide three (3) copies of the final report.

IV. Project Deliverables:

The ENGINEER shall compile all findings, reports and field cataloging into a hard copy form and computer form. The ENGINEER shall deliver to the CITY, as outlined in the Scope of Work, all information pertaining to the investigation and final analysis of the project. Computer data shall be formatted to be compatible

with MS Windows software products coordinated with the CITY prior to delivery. Mapping information will be provided to the CITY in the same format (ArcView) as provided to the ENGINEER at project initiation.

All documentation and reports shall be delivered as outlined above and herein to be accessed with MS Windows, Word, Excel, and Access (Specific versions will be coordinated with CITY prior to delivery.). Graphical/Mapping computer data shall be compatible with the format developed during the Phase I Study by RJN.

PHASE II – SANITARY SEWER LINE CLEANING AND TV INSPECTION PROGRAM- (Edwards Aquifer Program)

The scope of services consists of reviewing and evaluating the condition of the pipes for the sewer line cleaning and television inspection program performed by the City of Round Rock. The program is being performed to meet the requirements of the TCEQ's rules concerning the Edwards Aquifer and sanitary sewer systems. This part includes the cleaning, television inspection, and report of findings of all public sector, 6-inch diameter and larger sewer lines located in Basins CC36-Z, OC26-Z, OC25-Z, OC24-Z, OC29-Z, OC30-Z, OC31-Z, and EW01-Z.

I. Project Administration

Provide a management program for assisting the City to perform the program and review of the TV tapes provided by the City for all line segments 6-inch diameter and larger.

II. Tape Review, Recommendations, Report

1. Review information (logs, tapes, CDs) provided by City to verify the project is complete.
2. Review TV inspection logs and tapes provided by the City. Input the TV inspection data into CASS for quantification of defects.
3. Prepare recommendations for repair of identified defects to comply with TCEQ regulations concerning the Edwards Aquifer and submit three (3) copies of final report to the City of Round Rock.

EXHIBIT C Work Schedule

Task Name	Start	Finish	2017					2018									
			Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct
1 Project Administration And Quality Control	08/14/17	06/22/18												Project Admin and Quality Control			
2 Data Management	09/01/17	06/22/18												Data Management			
3 Public Relations	09/01/17	10/31/17															
4 Smoke Testing	09/01/17	10/31/17															
5 Dyed Water Flooding	11/15/17	11/17/17															
6 Cleaning/TV Inspection/Concurrent Dye Water Flooding	11/27/17	12/01/17															
7 Manhole Inspection (by City Staff)	08/01/17	02/13/18															
8 Manhole Inspection Data Review	09/18/17	04/13/18															
9 TV Inspection (by City Staff)	08/01/17	02/13/18															
10 Coordination/Tape Review	09/18/17	04/13/18															
11 Data Analysis	12/26/17	06/22/18															
12 Draft Report	05/22/18	05/22/18															
13 Final Report	06/22/18	06/22/18															

3rd Cycle Year 2 Basins: CC36-Z, OC26-Z, OC25-Z, OC24-Z, OC24-Z

3rd Cycle Year 3 Basins: EW01-Z, OC29-Z, OC30-Z, OC31-Z

RJN Time Line

City of Round Rock Time Line

Critical Milestone



Must receive all TV video and manhole inspection data by February 2018 to meet Jun 2018 final report completion.

EXHIBIT D

Fee Schedule

2017 WW Collection System Inspection in the Aquifer Zone
3rd Cycle Year 2 & 3 Basins CC36-Z, OC26-Z, OC25-Z, OC24-Z, EW01-Z, OC29-Z,
OC30-Z, OC31-Z

Compensation to the ENGINEER for "Basic Engineering Services" shall be made as follows:

Compensation for Basic Services provided under Exhibit B: "Services to be Performed by Engineer" shall be in accordance with the methods in this attachment and the specific amounts as set forth herein.

Compensation for the Basic Engineering Services shall be on the basis of a combination of unit costs and lump sum costs.

A. Budgetary Amount

A budgetary amount for the Basic Services set forth in Exhibit B: "Services to be Performed by Engineer" is hereby estimated below. It is also understood that the cost budgets are based upon ENGINEER's best estimate of work and level of effort required for the proposed scope of services. As the project progresses, it is possible that the level of effort and/or scope may differ up or down from that assumed. If there are no scope changes, the ENGINEER shall receive the full amount shown below. If at any time during the project it appears that the cost may be exceeded, the ENGINEER will notify the CITY as soon as possible in writing.

TASK DESCRIPTION	UNIT	UNIT COST	ESTIMATED QUANTITY	TOTAL COST
PHASE I-SSES				
MOBILIZATION AND PROJECT				
ADMINISTRATION	LS	\$22,100.00	1	\$22,100.00
DATA MANAGEMENT	LS	\$24,450.00	1	\$24,450.00
PUBLIC RELATIONS	LF	\$0.06	376,000	\$22,560.00
SMOKE TESTING	LF	\$0.45	376,000	\$169,200.00
DYED WATER FLOODING	EA	\$480.00	10	\$4,800.00
CLEANING/TV INSPECTION/ CONCURRENT DYED WATER FLOODING	LF	\$5.50	1,500	\$8,250.00
MANHOLE INSPECTION DATA REVIEW	LS	\$21,200.00	1	\$21,200.00
FINAL DATA ANALYSIS	LS	\$51,370.00	1	\$51,370.00
DRAFT AND FINAL REPORT	LS	\$24,250.00	1	\$24,250.00
TV INSPECTION				
COORDINATION/TAPE REVIEW	LF	\$0.22	376,000	\$82,720.00
TOTAL				\$430,900.00

EXHIBIT E

Certificates of Insurance

Attached Behind This Page



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 1

DATE (MM/DD/YYYY)

07/28/2017

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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
Willis of Illinois, Inc.
c/o 26 Century Blvd
P.O. Box 305191
Nashville, TN 372305191 USA

CONTACT
NAME:
PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378
E-MAIL ADDRESS: certificates@willis.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Allied World Surplus Lines Insurance Company	24319

INSURED
RJN Group, Inc.
200 West Front Street
Wheaton, IL 60187

INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES

CERTIFICATE NUMBER: W3100763

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
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)
							MED EXP (Any one person)
							PERSONAL & ADV INJURY
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG
	OTHER:						
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident)
	<input type="checkbox"/> HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB						EACH OCCURRENCE
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE
	DED <input type="checkbox"/> RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input type="checkbox"/> N/A						E.L. EACH ACCIDENT
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE
							E.L. DISEASE - POLICY LIMIT
A	Professional Liab.	N	N	03091208	08/01/2017	08/01/2018	Per Claim/Agg
	Pollution Liab.						\$3,000,000
							Per Claim/Agg
							\$3,000,000
							Retro Active Date: 08/01/1994

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

Re: 2017 WW Collection System Study (2 & 3-3rd Cycle).

CERTIFICATE HOLDER

City Manager,
City of Round Rock
221 East Main Street
Round Rock, TX 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

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ACORD 25 (2016/03)

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SR ID: 14891083

BATCH: 397347