

EXHIBIT

"A"



CITY OF ROUND ROCK CONTRACT FOR ENGINEERING SERVICES

FIRM: CAROLLO ENGINEERS, INC. ("Engineer")
ADDRESS: 8911 N. Capital of Texas Highway, Suite 2200, Austin, TX 78759
PROJECT: AWIA Evaluation 2019

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 _____, 2019 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 One Hundred Twenty-Five Thousand Eight Hundred Twenty-Three and No/100 Dollars, (\$125,823.00). 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:

Juan Martinez
Project Manager
2008 Enterprise Drive
Round Rock, TX 78664
Telephone Number (512) 341-3332

Mobile Number (512) 567-7146
Fax Number (512) 218-5563
Email Address jmartinez@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:

David Sobeck
Senior Vice President
8911 N. Capital of Texas Highway, Suite 2200
Austin, TX 78759
Telephone Number (512) 453-5383
Fax Number (512) 453-0101
Email Address Dsobeck@carollo.com

ARTICLE 9

PROGRESS EVALUATION

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

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

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

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

ARTICLE 10

SUSPENSION

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

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

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

ARTICLE 11

ADDITIONAL ENGINEERING SERVICES

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

ARTICLE 12

CHANGES IN ENGINEERING SERVICES

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

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

ARTICLE 13

SUPPLEMENTAL CONTRACTS

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

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

ARTICLE 14

USE OF DOCUMENTS

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

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

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

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

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

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

ARTICLE 15

PERSONNEL, EQUIPMENT AND MATERIAL

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

ARTICLE 16

SUBCONTRACTING

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

ARTICLE 17
EVALUATION OF ENGINEERING SERVICES

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

ARTICLE 18
SUBMISSION OF REPORTS

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

ARTICLE 19
VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

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

ARTICLE 20
TERMINATION

This Contract may be terminated as set forth below.

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

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

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

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

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

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

ARTICLE 21

COMPLIANCE WITH LAWS

(1) Compliance. Engineer shall comply with all applicable 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.

(3) As required by Chapter 2270, Government Code, Engineer hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

ARTICLE 22

INDEMNIFICATION

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

ARTICLE 23

ENGINEER'S RESPONSIBILITIES

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

Engineer shall not be responsible for acts and decisions of third parties, including governmental agencies, other than Engineer's subconsultants, that impact project completion and/or success.

ARTICLE 24

ENGINEER'S SEAL

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

ARTICLE 25

NON-COLLUSION, FINANCIAL INTEREST PROHIBITED

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

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

ARTICLE 26 **INSURANCE**

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

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

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

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

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

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

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

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

ARTICLE 27
COPYRIGHTS

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

ARTICLE 28
SUCCESSORS AND ASSIGNS

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

ARTICLE 29
SEVERABILITY

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

ARTICLE 30
PRIOR AGREEMENTS SUPERSEDED

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

ARTICLE 31
ENGINEER'S ACCOUNTING RECORDS

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

ARTICLE 32
NOTICES

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

City:

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

and to:

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

Engineer:

David Sobeck
Senior Vice President
8911 N. Capital of Texas Highway, Suite 2200
Austin, TX 78759

ARTICLE 33
GENERAL PROVISIONS

(1) Time is of the Essence. The Services shall be performed expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer. Engineer understands and agrees that time is of the essence and that any failure of Engineer to complete the Engineering Services for each phase of this Contract within the agreed Work Schedule may constitute a material breach of this Contract. Engineer shall be fully responsible for his/her/its delays or for failures to use his/her/its reasonable efforts in accordance with the terms of this Contract and the Engineer's standard of performance as defined herein. Where damage is caused to City due to Engineer's negligent failure to perform City may accordingly withhold, to the extent of such damage, Engineer's payments hereunder without waiver of any of City's additional legal rights or remedies. Any determination to withhold or set off shall be made in good faith and with written notice to Engineer provided, however, Engineer shall have fourteen (14) calendar days from receipt of the notice to submit a plan for cure reasonably acceptable to City.

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

(3) Enforcement and Venue. This Contract shall be enforceable in Round Rock, Williamson County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or

all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

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

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

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

(7) Third Parties. The services to be performed by Engineer are intended solely for the benefit of City.

ARTICLE 34 **SIGNATORY WARRANTY**

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

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

[signature page follows]

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

CAROLLO ENGINEERS, INC.

By:  _____
Signature of Principal
Printed Name: _____ Dave Sobeck, Senior VP


Hani E. Michel, Vice President

LIST OF EXHIBITS ATTACHED

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

EXHIBIT A

City Services

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

- Designate a person to act as City's representative with respect to the services to be performed or furnished by the Engineer. This representation will have authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to engineering services.
- Provide all criteria and full information as to City's requirements for the Task, including as-builts, and any other information necessary.
- Assist Engineer by placing all available information pertinent to the Task, including previous reports and any other data relative to the ultimate project if available to the City and necessary for the Engineer to complete the task, which Engineer shall be entitled to use and rely upon in accordance with the standard of care.
- City shall arrange for access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services hereunder.

EXHIBIT B

Engineering Services

RISK AND RESILIENCE AND EMERGENCY RESPONSE PLAN PER THE REQUIREMENTS OF AMERICA'S WATER INFRASTRUCTURE ACT (AWIA) OF 2018 AUGUST 2019

ROUND ROCK CITY PROFILE

The City of Round Rock (City) has a population estimated over 120,000 with approximately 33,000 water connections. The City owns and operates a 52 mgd water treatment plant (WTP) and is a part-owner of two other WTP's, including the Stillhouse Hollow Raw Water Pump Station (42 mgd) and Brushy Creek Regional Authority (BCRUA) WTP (32 mgd). In addition, the City owns and operates 1 active well site, equipped with 3 wells with an average flow of 1-2 mgd. The primary source of water for the City's residents is surface water from Georgetown Lake, Stillhouse Hollow Lake, and Lake Travis. The City also operates and maintains ground and elevated storage reservoirs, booster pump stations, as well as the potable water system piping.

SCOPE OF WORK

This scope of work outlines Carollo Engineer's (Carollo) proposed approach to complete a risk and resiliency assessment (RRA) for the City. This effort is being undertaken to assist the City in complying with the first part of the requirements of the 2018 America's Water Infrastructure Act (AWIA). Note that in order to achieve full compliance, the City will have to complete a subsequent Emergency Response Plan (ERP) update, based on the results of the RRA. The ERP update is not included in this scope of work.

The AWIA 2018 emphasizes a holistic approach to risk and emergency planning that evaluates all aspects of a water system to provide resiliency for all-hazards, including malevolent acts and natural hazards. As such, this assessment shall consider the physical security, operational procedures, water system configuration, cybersecurity, and other relevant factors that contribute to the overall reliability and resiliency of the City and its water system assets. Note that the cyber security evaluation will be coordinated with the on-going Communications System Master Plan Project being completed by Alan Plummer.

Conducting a comprehensive resiliency assessment is critical to ensuring a safe and reliable drinking water supply for the communities served by the City. Ultimately, the EPA will require a certification letter from the City stating that your comprehensive RRA is completed by March 2020. The work completed under this scope will provide the City with the documentation required to meet the deadline associated with the RRA. Note that subsequent ERP updates will be required to be completed by September 2020.

The RRA will build upon the City's existing planning documents as well as information obtained from site visits and collaboration with utility management, operations, maintenance, IT, and emergency response personnel. The intent is to update and build upon previously identified vulnerabilities, conduct additional analyses to identify other vulnerabilities, and develop updated mitigation and resiliency strategies.

The effort encompasses several tasks. The subsequent sections provide additional detail for each task.

- Task 1 – Project Management and Meetings
- Task 2 – Data Collection and Site Visits
- Task 3 – Risk and Resilience Assessment
- Task 4 – AWWA G430 Standard Analysis
- Task 5 – Generate Documentation for EPA to Support Compliance

Our team recognizes the need to collaborate with the City's staff in the execution and development of the RRA and ERP assessment and planning documents. Our previous experience has proven that the process of creating and implementing a plan is often as important and beneficial to the organization as the actual plan itself. The City's staff and other critical project stakeholders will need to be heavily involved throughout the project to give guidance, share expertise, provide historical perspectives, validate assumptions, and confirm that the direction of the assessment is consistent with the long term direction of the utility.

Task 1 – Project Management and Meetings

Carollo will conduct project management activities and coordinate project meetings and workshops to support the successful delivery of the water system RRA. A variety of meetings and workshops will be required as part of the project. Initial efforts will focus on site visits and meetings with key stakeholders (i.e. utility management, operations, IT, etc.). As the project progresses, the focus will transition to draft document review. Carollo will coordinate meetings, prepare agendas, and conduct the meetings, as well as document the decisions and action items. Note that quantity, duration, and location of the proposed meetings are subject to change based on the project progress and other ancillary factors.

Task 1.1 – Project Management

This task includes project management activities, submittal of monthly progress reports, and overall coordination and assistance. In addition to production and implementation of the project plan and management of the project schedule and budget, this task also includes preparation and submittal of monthly progress reports showing current project status and identifying key issues or elements of the project that will need to be addressed in the proceeding weeks. The monthly progress reports will be presented, in person or via conference call, and a copy will be submitted electronically via email (PowerPoint or MS Word).

Task 1.2 – Kickoff/Visioning/Facility Prioritization Workshop

Carollo will facilitate a Project Kickoff/Visioning Meeting with City staff. The meeting will be designed to accomplish several objectives:

- Ensure the entire team has a thorough understanding of the key project goals and performance expectations, as well as the AWIA requirements.
- Confirm the schedule milestones and any required coordination with other on-going and/or future planning, design or construction efforts.
- Review the City's existing security, emergency response, and emergency/disaster planning approaches, and discuss desired enhancements as it relates to the water system.
- Discuss each of the existing system assets to better understand the specific materials, processes, information, and equipment that are to be protected and the operational priorities of each.
- Present the methodology for the efforts to be completed for the remainder of the project.
- Identify key project stakeholders.

Task 1.3 – Monthly Progress Meetings

Carollo will conduct monthly progress meetings to discuss the project status including plan development, required decisions, upcoming activities, budget status, and overall project schedule. Meetings will typically be conducted via teleconference, Skype or Webex, unless the meeting can be coordinated with another on-site project related meeting to promote efficiency. Up to five (5) meetings are planned as part of this task.

Task 1.4 – Stakeholder Meetings

As part of the kick-off meeting, the team will work with the City to schedule subsequent meetings with other key project stakeholders that may have critical input into the recommendations developed as part of the planning effort. These groups may include operations, IT, local law enforcement/first responders, and DHS. In addition, the team will facilitate meetings with elements of the critical dependencies as required to characterize and quantify the associated risks. Carollo will distribute an agenda prior to each meeting and will provide meeting minutes to all participants within 48 hours of the meeting. Carollo will attempt to schedule these meetings in conjunction with other project meetings or site visits to promote efficiency.

Task 1 Deliverables

- ☪ Monthly progress reports (electronic)
- ☪ Meeting agendas, materials, and minutes (electronic PDFs)

Task 2 – Data Collection and Site Visits

Task 2.1 – Data Collection

Carollo will submit an initial data request in advance of the project kick-off meeting. The request will include all available documentation related to security, emergency, and disaster response planning, including, but not limited to:

- Vulnerability Assessments
- Threat Assessments
- Communications System Master Plan
- Emergency Response Plans
- Cyber Security Plans
- Business Continuity Plans
- Contracts
- Security Policy
- Documented Procedures
- Utility and/or Departmental requirements
- Existing operational documentation
- Existing master planning or resiliency related documentation

The initial data request will be discussed during the kickoff meeting, and will likely lead to follow-up discussions and additional data requests. This information will be critical to promoting efficiency and facilitating discussion with key project stakeholders.

Task 2.2 – Site Visits

As part of the kick-off meeting and goal setting activities outlined in Task 2, Carollo will work with the City to develop a schedule to visit each of the facilities/assets that are part of the system. The intent is to visit each asset with utility personnel to better understand the assets being protected, their operational value, and any anecdotal information that may assist in the completion of the subsequent planning efforts. Carollo will document the results of each visit (including site photos) for use in the subsequent assessment effort.

Task 2 Deliverables

- Data request log (1 electronic PDF)

Task 3 – Risk and Resiliency Assessment

As part of this task, Carollo will conduct an RRA of the City's water system. The efforts will also include determination of potential threats and consequences which will serve as the baseline for the future update of the existing ERP (by others). The assessment will cover critical water system assets, including people, equipment, systems, materials, supplies, and records. AWWA has recently issued draft updated guidelines that provide some additional information and direction on the threat basis to be used in the evaluations. The RRA for the City will be based on this currently available information/direction. Per our conversations with EPA, any subsequent modifications to the guidelines would not require updates to previously completed RRAs.

A prioritization of threats, assets, and vulnerabilities of the system will also be included. The information gathered as part of Tasks 1 and 2 will serve as the baseline for the evaluation and any subsequent recommendations. The following infrastructure will be included in the evaluation.

- City of Round Rock WTP
- Stillhouse Hollow Lake Pump Station
- BCRUA WTP
- Booster Pump Stations (3)
- Ground (1) and Elevated Storage Reservoirs (7)
- Ground water wells and affiliated pumps - 3 wells (one site)/one inactive site
- Water system piping (including PRVs)

The general methodology for the effort is outlined in the following series of subtasks – each serving an important role in identifying the existing threat, existing level of security/resiliency, desired level of security/resiliency and the potential gap between the two. The intent of the effort will be to provide the City with the information needed to comply with the American Water Works Association (AWWA) J100 and G430 requirements, as well as other applicable industry accepted standards provided by the American National Standards Institute (ANSI) and AWWA. Note that these documents are currently identified by AWWA as the best available standards for compliance with the AWIA requirements. If future updates to AWIA modify this requirement, additional scope or fee may be required.

Task 3.1 – Characterize Assets

The goal of this task is to confirm and characterize the City's water system assets. In addition to the system assets listed above, the team will work with the City to identify any changes that may occur in the system over the next 5 to 10 years, which may impact the current operation or the ultimate recommendations of the plan. These changes may be associated with a new or modified asset, or may reflect changes in the operational approach which could impact the criticality of an asset.

AWIA focuses on a system's most critical assets. As such, this task also includes evaluation regarding which facilities to include in the analysis process. These determinations are based on the consequences that losing a facility or asset would have on the primary mission and functions of the organization. The intent of this effort is to determine which assets, if compromised by malevolent or natural hazards would result in:

- Lengthy or widespread inability to complete the organization's mission.
- Injuries, fatalities, or detrimental economic impacts to the City or associated communities.

Based on the limited number of assets in the City's system, it is likely that a majority of the facilities will be characterized as critical infrastructure and included in the subsequent evaluation. The asset characterization step includes multiple stages, such as the initial screening of sites and assessing specific assets within those sites, where necessary.

Throughout the process, the team will leverage and verify existing information including any previous Vulnerability Assessments, Risk Evaluations, ERPs, and other security related information/documentation.

Significant input would be expected from City personnel, both operators and management, in order to complete this task. Carollo will facilitate up to three (3) workshops to obtain necessary input from stakeholders.

Task 3.2 – Characterize Threats

This task facilitates decision making regarding what threats and hazards to consider and specifying these threats/hazards in enough detail to drive the risk/resilience analysis. Evaluations will be based on an all-hazards approach, which includes internal and external threats, such as disgruntled employees or employees engaged in criminal activities, cyber and financial related threats, as well as potential threats associated with natural disasters. The AWWA J100 methodology will be employed to define threat-asset pairs, which are reference threats paired together with system assets. Note that the cyber security evaluation will be coordinated with the on-going Communications System Master Plan Project being completed by Alan Plummer.

Task 3.3 – Identify and Analyze Consequences

Consequence analysis estimates the losses that result from each specific threat or hazard when exposed to each critical asset. The intent of this task is to estimate the human losses, economic losses, and service denials associated with each threat-asset pair identified for analysis in the previous task.

To accomplish this, the process involves making a worst reasonable case assumption - i.e. what is the worst number of fatalities or injuries that could occur from a reasonable threat, based on a particular threat-asset pair? What is the potential financial loss for that pair? What could the service denial be? The answers are provided via "Consequence Bins," which are frequently estimates that must be determined through discussion with local personnel.

Task 3.4 – Vulnerability Analysis

This task provides an estimation of the likelihood that a threat or hazard, given it occurs, will cause the consequences estimated in the previous task. The vulnerability analysis will include both malevolent threats and natural hazards in the likelihood estimations. The analysis is conducted for each threat-asset pair, by asking the following questions:

- What existing security and resilience features are available?
- What gaps exist in the existing security or resilience profile that could be exploited?
- What weaknesses within the system would result in system failure because of a natural hazard?

- What is the expected probability or frequency of these consequences?

Since the methodology above considers only the most critical sites, a series of sub-steps are necessary for each high priority site. This task will consider the following sub-steps:

- Review of existing security and resilience profile, per site.
- Analysis of the vulnerabilities.
- Documentation of the methodology and results.
- Recording of the vulnerability estimates as point estimates.

Task 3.5 – Analyze Threats

As part of this task, Carollo will estimate the likelihood that a specific threat or hazard will occur for a given asset. This analysis will consider the historical frequency of both natural and man-made hazards. For natural hazards, the frequency can be estimated with readily available data from annexes to the AWWA J100 documentation. The malevolent hazard information is collected using several available measures, one of which represents a best estimate from a knowledgeable and qualified team (i.e. the Carollo team working in concert with City staff).

Task 3.6 – Risk and Resilience Analysis

This task includes a calculation of both risk and resilience for specific threat-asset pairs. Carollo will use formulas taken from the AWWA J100 standard to establish a quantifiable level of risk and resilience for each asset pair. The outcome of this task is a numerical aggregation of risk and resilience factors for each threat-asset pair, which assumes that all the threats and hazards have been included and are mutually exclusive (i.e. no two will happen in the same year).

Note that this task also includes the risk to, and resiliency of:

- Current monitoring practices of the system.
- Operations and maintenance of the system.
- Overall financial infrastructure.
- Source water assets.
- Pipes, constructed conveyances, and other distribution system assets characterized as part of Task 3.1.

Task 3.7 – Risk and Resilience Management

Carollo will use the information from previous tasks and work closely with the City to determine opportunities to reduce risks and enhance system resilience. This task will include workshops and discussions with stakeholders to:

- Decide whether the estimated levels of risk and resilience are acceptable.
- Define countermeasures, consequence mitigation and resilience options.
- Evaluate options for net benefits and cost-benefit ratios.
- Select specific options (based on previous prioritization efforts) for planning and budgeting.

This task provides an overall management approach to the process that involves recalculating risk with a reduced number of vulnerability quantifiers based on the mitigation options selected. One (1) workshop is planned as part of this task.

Task 3.8 – Staff Training

Before completing the RRA, Carollo will provide training to support knowledge transfer to City staff on the specifics of the assessment and the role of the stakeholders in completing the project. This training is assumed to be completed in two sessions over one (1) day

Task 3.9 – Risk and Resilience Assessment Report

Using the information generated during the previous tasks, Carollo will develop a Risk and Resiliency Report. The Risk and Resiliency Report is anticipated to have the following chapters:

EXECUTIVE SUMMARY		Summarizes the key points of all RRA sections
INTRODUCTION		Outlines the City's RRA goals and the planning methodology used for the risk and resilience assessment.
CHARACTERIZE ASSETS		Includes initial screening and asset prioritization for each water system asset based on security and operational risks.
CHARACTERIZE THREATS		Summarizes the threat characteristics of an attack or event, including goals, objectives, attack vectors, tactics, etc. for each asset. The profile will take an all-hazards approach, assessing internal, external, and natural hazards.
IDENTIFY AND ANALYZE CONSEQUENCES		Estimates the human and economic losses and service denial associated with each threat-asset pair identified in the threat characterization chapter.
VULNERABILITY ANALYSIS		Presents an analysis of existing security and resiliency features, any gaps that exist in the security profile, weaknesses in the system, and probability of expected consequences.
ANALYZE THREATS		Provides an estimate of the likelihood each specific threat or hazard will occur for a given asset. This is the last element of the risk and resilience piece that drives the methodology.
RISK AND RESILIENCE ANALYSIS		Provides steps for calculating both risk and resilience for specific threat-asset pairs.
RISK AND RESILIENCE MANAGEMENT		Provides an overview of the management approach to the assessment process, which involves recalculating risk with a reduced number of vulnerability quantifiers based on the mitigation options selected.

The draft report will be submitted to the City for review. One additional workshop is planned to review the draft report and receive comments from the City. Comments will be incorporated into the final RRA Report.

Task 3 Deliverables

- RRA Review Meeting agenda, materials, and minutes, and comment log (1 electronic PDF for each).
- Draft RRA Report (1 electronic PDF and 10 hardcopies).
- Final RRA Report with Appendices (1 electronic PDF and 10 hardcopies).

Task 4 – AWWA 430 Standard Analysis

The AWWA G430 standard outlines the minimum requirements for a security program promoting protection of employees, public safety, health, and confidence. The intent of this task is to step through each of the fourteen components of the G430 standard and provide a compliance narrative based on the previous tasks as well as an evaluation of existing City practices. A great deal of the information required for the G430 analysis is organizational material. Consequently, this evaluation will be highly collaborative, involving a variety of City staff.

Task 4.1 – Evaluation of Existing City Practices

Carollo will obtain a majority of the required information associated with existing practices from prior tasks, but will likely require additional information related to the City's practices across the organization. The intent of this task is to fill in any gaps from the previous tasks and create a better picture of the City's AWWA G340 compliance.

Task 4.2 – Compliance Narratives

Carollo will evaluate each of the fourteen requirements under G340 and provide compliance narratives based on the previous RRA assessment task. The narratives will be compiled into a tech memo and will be submitted to the City for review. One (1) additional workshop is planned to review the draft memo and receive comments. Comments will be incorporated into the final AWWA G430 Assessment Tech Memo.

Task 4 Deliverables

- ☪ AWWA G430 Assessment Review Meeting agenda, materials, and minutes, and comment log (1 electronic PDF for each).
- ☪ Draft AWWA G430 Assessment Tech Memo (1 electronic PDF and 10 hardcopies).
- ☪ Final AWWA G430 Assessment Tech Memo (to be added as an appendix to the RRA Report).

Task 5 – Generate Documentation for EPA to Support Compliance

Task 5.1 – Generate Documentation for EPA to Support Compliance

The intent of this task is to develop the documentation for the City to meet the requirements for compliance with RRA component of AWIA 2018. The letters confirming RRA compliance shall be completed prior to the AWIA completion deadline. However, Carollo recommends that the City postpone submitting the associated letter until the March 31, 2020 deadline as the 5 year update clock starts upon submittal. The letter will be provided to the City for approval and comment prior to finalization.

Task 5 Deliverables

- ☪ RRA compliance letter for submittal to EPA.

ASSUMPTIONS

The scope and fee for this planning effort is based on the following assumptions:

1. The City will provide electronic copies of all existing security, risk management, emergency response, and disaster planning information, as well as all other requested data to Carollo within 10 business days of the kick-off meeting.
2. The City will provide site plans of all assets for use in creating figures to support the planning reports in native or .PDF format.
3. The City will assist Carollo in scheduling meetings with all relevant project stakeholders.
4. The City staff will escort Carollo staff on all site visits.
5. The City staff will provide comments on all draft documents within 10 business days of receipt.
6. Carollo will establish a secure file transfer system for document management for the project.
7. The ERP updates required by AWIA 2018 are not included in this scope. The City will be required to complete the ERP updates by September 2020 in order to ensure compliance with the regulations.
8. A Continuity of Operations Plan (COOP) update is not included in this scope of services.
9. The proposed cyber security assessment will be coordinated with the on-going Communications System Upgrade Project being completed by Alan Plummer.
10. The cyber security scope associated with this effort is intended to meet the requirements of AWIA only. A full cyber security evaluation will not be performed as part of this scope.

EXHIBIT C

Work Schedule

The estimated total project duration is approximately 200 calendar days based on a notice to proceed date of September 4, 2019. This is inclusive of two-week City review periods for each project submittal outlined in the above Scope of Work, and submittal of the Final RRA Report and EPA compliance letter by March 1, 2020.

EXHIBIT D

Fee Schedule

Attached Behind This Page

Project Role Labor Category Project Team Member Firm		LABOR HOURS											Firm				
		Principal in Charge	Project Manager	Quality Manager	Project Engineer	Financial Evaluations	Cybersecurity Assessment	Resiliency Evaluations	Security Engineer	CAD/ Graphics	Technical Editor						
		Principal Professional	Principal Professional	Senior Professional	Lead Professional	Senior Professional	Senior Professional	Project Professional	Professional	Sr. CAD Tech	Document Processing						
		Hani Michal	Dave Sobock	Rob Culwell	Brenna Wagner	Kevin Tice	Norm Andersen	Rene Aguilar	George Whitten	Teresa Linka	Shana Woody						
		Carollo	Carollo	Carollo	Carollo	Carollo	Carollo	Carollo	Carollo	Carollo	Carollo						
Task #	Task Description											LABOR TOTAL		Carollo Other Direct Costs	Enterprise Protection Associates	TOTAL OF EXPENSES	TOTAL LABOR & EXPENSES
		Hours	Dollars														
TASK 1 - PROJECT MANAGEMENT AND MEETINGS																	
1.1	Project Management	2	8	0	0	0	0	0	0	0	0	86	\$ 17,244	\$ 5,400	\$ 7,669	\$ 30,504	
1.2	Kickoff/Visioning/Facility Prioritization Workshop	2	6	0	4	0	0	0	0	0	0	10	\$ 2,882	\$ -	\$ -	\$ 2,882	
1.3	Monthly Progress Meetings	2	6	4	8	4	4	4	4	0	0	36	\$ 7,074	\$ 3,000	\$ 1,969	\$ 12,043	
1.4	Stakeholder Meetings (Operations, IT, local first responders, DHS, etc.)	0	6	0	8	0	4	4	4	0	0	36	\$ 4,724	\$ 2,400	\$ 3,740	\$ 10,864	
TASK 2 - DATA COLLECTION AND SITE VISITS																	
2.1	Data Collection	1	2	0	4	0	4	4	4	2	2	33	\$ 3,993	\$ 0	\$ 1,380	\$ 5,373	
2.2	Site Visits	0	8	0	8	0	0	0	8	0	0	34	\$ 4,232	\$ 2,400	\$ 4,130	\$ 10,762	
TASK 3 - RISK AND RESILIENCY ASSESSMENT																	
3.1	Characterize Assets	1	1	0	3	0	2	6	4	0	0	17	\$ 3,039	\$ 0	\$ 3,039	\$ 6,069	
3.2	Characterize Threats (1100 methodology to define threat-asset pairs)	0	1	0	3	0	0	2	8	4	0	18	\$ 3,124	\$ 0	\$ 3,810	\$ 5,934	
3.3	Identify and Analyze Consequences	1	1	0	3	4	2	6	4	0	0	21	\$ 3,938	\$ 0	\$ 3,810	\$ 7,748	
3.4	Vulnerability Analysis	1	2	0	3	4	2	6	4	0	0	22	\$ 4,193	\$ 0	\$ 3,810	\$ 8,003	
3.5	Analyze Threats	1	2	0	3	0	4	6	4	0	0	20	\$ 3,743	\$ 0	\$ 3,039	\$ 6,772	
3.6	Risk and Resiliency Analysis	1	2	0	3	4	4	6	4	0	0	26	\$ 5,093	\$ 0	\$ 4,980	\$ 9,993	
3.7	Risk and Resilience Management	1	2	0	3	4	4	6	4	0	0	26	\$ 5,093	\$ 0	\$ 5,760	\$ 10,763	
3.8	Staff Training	0	2	0	4	0	0	0	4	0	0	10	\$ 1,709	\$ 400	\$ 2,260	\$ 4,369	
3.9	Risk and Resilience Assessment Report	1	2	6	5	2	4	6	4	4	6	42	\$ 7,313	\$ 0	\$ 2,250	\$ 9,563	
TASK 4 - AWWA Q430 STANDARD ANALYSIS																	
4.1	Evaluation of Existing District Practices	1	2	0	3	0	0	0	0	0	0	6	\$ 1,143	\$ 0	\$ 1,560	\$ 2,703	
4.2	Compliance Narratives	0	2	4	3	0	0	0	0	4	4	17	\$ 2,888	\$ 0	\$ 1,560	\$ 4,368	
TASK 5 - GENERATE DOCUMENTATION FOR EPA TO SUPPORT COMPLIANCE																	
5.1	Generate Documentation for EPA to Support Compliance	0	2	2	3	0	0	0	0	0	2	8	\$ 1,628	\$ 0	\$ 390	\$ 1,918	
TOTAL		15	57	16	71	22	36	72	58	6	14	367	\$68,003	\$8,200	\$49,820	\$125,823	

EXHIBIT E

Certificates of Insurance

Attached Behind This Page



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/29/2019

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 Risk Strategies Company 2040 Main Street, Suite 450 Irvine, CA 92614	CONTACT NAME: Risk Strategies Company PHONE (A/C, No, Ext): 949-242-9240 E-MAIL ADDRESS: syoung@risk-strategies.com FAX (A/C, No):														
www.risk-strategies.com	CA DOI License No. 0F06675														
INSURED Carollo Engineers, Inc. 2700 Ygnacio Valley Road, #300 Walnut Creek CA 94598	INSURER(S) AFFORDING COVERAGE <table border="1"><thead><tr><th>INSURER</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: Continental Insurance Company</td><td>35289</td></tr><tr><td>INSURER B: American Casualty Company of Reading, PA</td><td>20427</td></tr><tr><td>INSURER C: Valley Forge Insurance Company</td><td>20508</td></tr><tr><td>INSURER D: Continental Casualty Company</td><td>20443</td></tr><tr><td>INSURER E: National Fire Insurance Co of Hartford</td><td>20478</td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>	INSURER	NAIC #	INSURER A: Continental Insurance Company	35289	INSURER B: American Casualty Company of Reading, PA	20427	INSURER C: Valley Forge Insurance Company	20508	INSURER D: Continental Casualty Company	20443	INSURER E: National Fire Insurance Co of Hartford	20478	INSURER F:	
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INSURER F:															

COVERAGES**CERTIFICATE NUMBER: 50866535****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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Deductible \$0 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		6050490317	12/31/2018	12/31/2019	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ \$1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ \$1,000,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ \$25,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$ \$1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ \$2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ \$2,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ \$1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ \$1,000,000	MED EXP (Any one person)	\$ \$25,000	PERSONAL & ADV INJURY	\$ \$1,000,000	GENERAL AGGREGATE	\$ \$2,000,000	PRODUCTS - COMP/OP AGG	\$ \$2,000,000		\$
EACH OCCURRENCE	\$ \$1,000,000																			
DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ \$1,000,000																			
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PERSONAL & ADV INJURY	\$ \$1,000,000																			
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PRODUCTS - COMP/OP AGG	\$ \$2,000,000																			
	\$																			
E	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		6050490267	12/31/2018	12/31/2019	<table border="1"><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$ \$1,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr><tr><td>Ded: Comp/Collision</td><td>\$ \$1,000</td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$ \$1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$	Ded: Comp/Collision	\$ \$1,000				
COMBINED SINGLE LIMIT (Ea accident)	\$ \$1,000,000																			
BODILY INJURY (Per person)	\$																			
BODILY INJURY (Per accident)	\$																			
PROPERTY DAMAGE (Per accident)	\$																			
Ded: Comp/Collision	\$ \$1,000																			
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$</td></tr><tr><td>AGGREGATE</td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$	AGGREGATE	\$		\$								
EACH OCCURRENCE	\$																			
AGGREGATE	\$																			
	\$																			
B C	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 N/A	6050490270 6050490298	12/31/2018 12/31/2018	12/31/2019 12/31/2019	<table border="1"><tr><td><input checked="" type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER</td><td>Deductible: \$0</td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$ \$1,000,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$ \$1,000,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$ \$1,000,000</td></tr></table>	<input checked="" type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER	Deductible: \$0	E.L. EACH ACCIDENT	\$ \$1,000,000	E.L. DISEASE - EA EMPLOYEE	\$ \$1,000,000	E.L. DISEASE - POLICY LIMIT	\$ \$1,000,000						
<input checked="" type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER	Deductible: \$0																			
E.L. EACH ACCIDENT	\$ \$1,000,000																			
E.L. DISEASE - EA EMPLOYEE	\$ \$1,000,000																			
E.L. DISEASE - POLICY LIMIT	\$ \$1,000,000																			
D	Professional Liability Unlimited Prior Acts		AEH288354410	7/4/2019	7/4/2020	<table border="1"><tr><td>Each Claim:</td><td>\$1,000,000</td></tr><tr><td>Aggregate:</td><td>\$1,000,000</td></tr><tr><td>Deductible:</td><td>\$400,000</td></tr></table>	Each Claim:	\$1,000,000	Aggregate:	\$1,000,000	Deductible:	\$400,000								
Each Claim:	\$1,000,000																			
Aggregate:	\$1,000,000																			
Deductible:	\$400,000																			

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

Projects as on file with the insured including but not limited to: AWIA Evaluation 2019
Carollo Project #: not yet assigned.

CERTIFICATE HOLDER**CANCELLATION**

City of Round Rock
City Manager
221 East Main St.
Round Rock TX 78664

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

AUTHORIZED REPRESENTATIVE

Michael Christian

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NOTICE OF CANCELLATION TO CERTIFICATEHOLDERS

It is understood and agreed that:

If you have agreed under written contract to provide notice of cancellation to a party to whom the Agent of Record has issued a Certificate of Insurance, and if we cancel a policy term described on that Certificate of Insurance for any reason other than nonpayment of premium, then notice of cancellation will be provided to such Certificateholders at least 30 days in advance of the date cancellation is effective.

If notice is mailed, then proof of mailing to the last known mailing address of the Certificateholder on file with the Agent of Record will be sufficient to prove notice.

Any failure by us to notify such persons or organizations will not extend or invalidate such cancellation, or impose any liability or obligation upon us or the Agent of Record.

City of Round Rock
City Manager
221 East Main St.
Round Rock TX 78664



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Any failure by us to notify such persons or organizations will not extend or invalidate such cancellation, or impose any liability or obligation upon us or the Agent of Record.

All other terms and conditions of the policy remain unchanged,

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: CC68021A (02-2013)

Endorsement Effective Date: 12/31/2018

Endorsement No:

Underwriting Company: American Casualty Company of Reading, PA
Valley Forge Insurance Company

6050490270

Policy No: 6050490298

Policy Effective Date: 12/31/2018

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Workers Compensation



For All the Commitments you Make

PROFESSIONAL LIABILITY AND POLLUTION
INCIDENT LIABILITY INSURANCE POLICY

INSURED: Carollo Engineers, Inc.

Policy AEH288354410

Effective 7/4/2019

Endorsement Number

NOTICE ENDORSEMENT -
CANCELLATION OR NON-RENEWAL

We agree with **you** that **your** Policy is amended to include the following additional provisions.

1. **Your** Policy will not be:

XX Cancelled by us until we provide at least:

10 days prior written notice if we cancel **your** Policy for
Non-payment of Premium;

30 days prior written notice if we cancel **your** Policy for
The following reasons:

Any reason other than non-payment of premium.

 Non-renewed by us until at least days prior written notice
is given to the person or entity named in 2. below.

2. Person or Entity:

City of Round Rock
City Manager
221 East Main St.
Round Rock TX 78664

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown above.

By Authorized Representative James F. Willging
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)

James F. Willging

Countersigned by Authorized Representative

256423

(Ed. 10/05)