

**EXHIBIT**  
**"A"**



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

**FIRM:** ALAN PLUMMER ASSOCIATES, INC. (“Engineer”)  
**ADDRESS:** 6300 La Calma, Suite 400, Austin, TX 78752  
**PROJECT:** BCRWWS East WWTP Expansion (Construction Phase Services)

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

THIS CONTRACT FOR ENGINEERING SERVICES (“Contract”) is made and entered into on this the \_\_\_\_ day of \_\_\_\_\_, 2020 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 Million Nine Hundred Thirty-One Thousand Eight Hundred Forty-Six and No/100 Dollars, (\$4,931,846.00). 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:

David Freireich, P.E.  
Project Manager  
3400 Sunrise Road  
Round Rock, TX 78665  
Telephone Number (512) 671-2756

Mobile Number (512) 563-1121  
Fax Number N/A  
Email Address [dfreireich@roundrocktexas.gov](mailto:dfreireich@roundrocktexas.gov)

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

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

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

## **ARTICLE 9**

### **PROGRESS EVALUATION**

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

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

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

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

## **ARTICLE 10**

### **SUSPENSION**

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

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

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

## **ARTICLE 11**

### **ADDITIONAL ENGINEERING SERVICES**

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

## **ARTICLE 12**

### **CHANGES IN ENGINEERING SERVICES**

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

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

### **ARTICLE 13**

#### **SUPPLEMENTAL CONTRACTS**

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

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

### **ARTICLE 14**

#### **USE OF DOCUMENTS**

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

## **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:**

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

**ARTICLE 33**  
**GENERAL PROVISIONS**

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

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

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

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

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

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

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

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

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

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

*[signature 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

ALAN PLUMMER ASSOCIATES, INC.

By: \_\_\_\_\_  
Signature of Principal  
Printed Name: \_\_\_\_\_



### **LIST OF EXHIBITS ATTACHED**

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

**EXHIBIT A**  
**City Services**

**CITY OF ROUND ROCK**  
**BRUSHY CREEK REGIONAL WASTEWATER SYSTEM**  
**CONSTRUCTION PHASE SERVICES**

**CITY SERVICES**

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

- Provide Plummer & Associates with requested information as needed, including, but not limited to as-built plans and specifications, previous Geotechnical reports, previous studies, record drawings, operational data, etc.
- Provide APAI with access to the CITY's facilities as needed to complete the work.
- Review materials submitted by APAI related to the project and provide comments back as requested.
- Arrange for and coordinate regular meetings of the Project Partners for the review of information provided and to receive comments.
- Conduct sampling make provisions for sampling, and pay for all sampling/analytical costs associated with effluent analyses as recommended by APAI. (APAI is responsible for odor sampling costs.)
- Pay all State and local fees associated with the Expansion Project.
- Provide assistance to the on-site personnel provided by consultant under this project as needed.
- Obtain appropriate signatures on paperwork, including those from co-permittees as needed.



## EXHIBIT B

### Engineering Services

This Exhibit is part of the Agreement between Plummer Associates, Inc. (Plummer) (the “Engineer”) and the City of Round Rock (the “City”) for the project generally described as:

### **Brushy Creek Regional Wastewater Treatment System East Plant (BCE) Expansion to 30 MGD Construction Phase Services**

#### ***Introduction***

The scope of this amendment is to provide services required for HMI design as well as services during construction. Services include the following:

#### Task 1. Engineering Services During Construction

- Services provided by the engineer to support construction activities

#### Task 2. Onsite Construction Management and Administration and RPR Services

- Services provided by the onsite construction manager and RPR to support construction activities

#### Task 3. Post-Construction Services

- Services provided to support plant startup, O&M Manual and Record Drawings

#### Task 4. Project Management and Quality Assurance

- Services provided to monitor and control project scope, schedule and budget and provide quality assurance of services.

## **1 Engineering Services During Construction**

The Construction Administration Services will commence with the execution of the Construction Contract for the Project and will terminate upon the Original Scheduled Final Completion Date of the Construction Contract. Engineer shall be entitled to an equitable increase in compensation if Construction Administration Services are required after the Original Scheduled Final Completion Date as set forth in the Construction Contract.

Upon successful completion of the Bid Phase, and upon written authorization from Owner, Engineer shall initiate Construction Administration Services. Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor or Supplier, or other individuals or entities performing or furnishing any of the Contractor's Work, for safety or security at the Site, or for safety precautions and programs incident to Contractor's Work, during the Construction Phase or otherwise. Engineer shall not be responsible for the failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer as assigned in the Construction Contract shall not be modified, except as Engineer may otherwise agree in writing.

- 1.1. Pre-construction Meeting: Project Manager to attend project pre-construction conference prior to the commencement of the Project Work.
- 1.2. Site Visits: Design engineer shall make monthly visits to the construction site. One-hour duration is assumed.
- 1.3. Construction Progress Meetings: The Engineer will participate in up to thirty-six (36) 2-hour monthly construction progress meetings for the Brushy Creek Expansion. Additional meetings will be an Additional Service. It is assumed that one engineer and engineer-in-training may attend each construction progress meeting.
- 1.4. Quality Assurance
  - 1.4.1. Assist Owner in the selection of an independent testing laboratory to perform the services identified as to be provided by Owner in the Construction Contract.
  - 1.4.2. Engineer will provide special engineering inspections required by the contract documents. This does not include inspections conducted by permitting agencies (ex: Building/Fire/TCEQ) or by independent testing laboratories (ex: concrete).
  - 1.4.3. Surveyor will reset benchmarks prior to construction.
  - 1.4.4. Geotechnical Engineer will visit site to observe excavations and provide comment on in situ conditions compared to geotechnical testing bore results.
- 1.5. Schedule Review: Engineer will review initial schedule and coordinate with construction manager on any additional periodic reviews requested by the CM.
- 1.6. Pre-selected Equipment Coordination: Assist the Contractor and City with issues arising from the preselected equipment vendors regarding terms and conditions, such as delivery, payment, scope changes, and coordination with RFIs.
- 1.7. Submittal Review: Review and take other appropriate action with respect to Submittals, Shop Drawings, Catalog Data, Samples, Test Reports, and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Up to 550 Submittals and resubmittals and 115 O&M Manuals are

assumed to be submitted. Additional services shall be requested if additional submittals are submitted.

- 1.8. Substitutions Review: Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor. Up to 20 substitutions requests are assumed to be submitted. Additional Services shall be requested if additional substitution requests are submitted.
- 1.9. RFI Review: Engineer shall respond to Contractor's request for information (RFI). Up to 550 RFI's are assumed to be submittal. Additional services shall be requested if a significant amount of additional RFI's are submitted.
- 1.10. Clarifications and Field Orders: Work with the Construction Manager to issue clarifications and interpretations of the Contract Documents. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Subject to any limitations in the Contract Documents, Engineer may draft or review Construction Manager's Field Orders authorizing minor variations in the Work from the requirements of the Contract Documents. Up to 100 Clarifications and 10 Field Orders are assumed to be submitted. Additional services shall be requested if additional Clarifications and Field Orders are required.
- 1.11. Change Orders: Engineer shall review Proposed Contractor Change Orders and Owner requested changes. Engineers shall prepare technical documents supporting Proposed Construction Modifications for Owner review and Construction Manager processing. Up to 10 change orders are assumed to be submitted. Additional services shall be requested if additional change orders are required.
- 1.12. Rejection of Work: Engineer shall work with the onsite construction manager in an event causing the need to reject work. Work may be rejected, if on the basis of Engineer's observations, Engineer believes that such Work (a) is defective under the standards set forth in the Contract Documents, (b) will not produce a completed Project that conforms to the Contract Documents, or (c) will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. It is assumed that the engineer will provide minimal administrative support for documentation of rejection.
- 1.13. Substantial and Final Completion Review:
  - 1.13.1. The Engineer will participate, with the Construction Manager and City's representative, in a substantial completion review at each milestone of the project for conformance with the design concept of the project and general compliance with the contract documents and work with the Construction managers to provide a list of deficiencies to the contractor.
  - 1.13.2. The Engineer will participate, with the Construction Manager and City's representative, in a final review of the project for conformance with the design concept of the project and general compliance with the contract documents. Engineer shall work with the Construction Manager to verify that items identified on the deficiency list from the substantial completion review have been completed and make recommendation for final payment to the contractor.

## **2 Onsite Construction Administration, Management and RPR Services**

During construction of the Brushy Creek Regional Wastewater Treatment System East Plant Expansion to 30 MGD (Brushy Creek Expansion), the Engineer shall provide a Construction Manager (CM) and onsite Resident Project Representative (RPR), in accordance with the Engineer's recommendations, who shall review the work of the construction contractor and report to the Engineer, City, and the construction contractor opinions of the contractor's fulfillment of these recommended actions and adherence to the plans and specifications. The Engineer's project representatives shall endeavor to protect the City against defects and deficiencies in the work and to assure the work is carried out in conformance with the plans and specifications. However, the Construction Manager/Resident Project Representative neither guarantees

the performance of the contractor nor assumes responsibility for the contractor's failure to perform work in accordance with the contract documents.

The Construction Manager's responsibility to provide Basic Services, as set forth herein, for the Construction Phase of the Project under this Agreement commences with the award of the Contract for Construction and terminates at the end of the construction period for the project including associated testing and startup services identified in this Contract.

Construction Phase duties, responsibilities, and limitations of the Construction Manager shall not be restricted, modified, or extended without agreement of the City and Construction Manager in writing.

The Construction Manager shall be a representative of and shall advise and consult the City during construction. The Construction Manager shall have the authority to act on behalf of the City only to the extent provided in this Agreement unless otherwise modified by written instrument.

The City's approval, acceptance, use of, or payments for all or any part of Construction Manager's services hereunder or the project itself shall in no way alter the Construction Manager's obligations or the City's rights hereunder.

The presence and duties of Engineer's personnel at a construction site, whether as onsite representative or otherwise, do not make the Engineer or its personnel in any way responsible for those duties that belong to the City and/or construction contractors or other entities, and do not relieve the construction contractors or any other entity from their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the contract documents and any health and/or safety precautions by such construction work.

Engineer and its personnel have no authority to exercise any control over any construction contractor or any other entity or their employees in connections with their work or any health and/or safety precautions related to such work and have no duty for inspecting, noting, observing, correcting, or reporting on health and/or safety deficiencies of the construction contractors or other persons at the site except Engineer's own personnel.

The presence of the Engineer's personnel at a construction site is for the purpose of providing the Engineer and the City a greater degree of confidence that the completed work will conform generally to the contract documents and that the integrity of the design concept, as reflected in the contract documents, has been implemented and preserved. The Engineer neither guarantees the performance of any construction contractor nor assumes responsibility for contractor's failure to perform the work in accordance with the contract documents.

- 2.1 The CM will be the primary point of contact and communications for all parties on the project. The CM and RPR shall have access to the Work whenever it is in preparation or progress. Construction work is generally not 8-hour activity 5 days a week, as such there may be time after hours and weekends when only one staff is onsite. Staff schedules will be adjusted to accommodate after normal working hours work. The onsite project representatives shall be provided as described below:
  - 2.1.1 Construction Manager shall be onsite an average of 40 hours per week, for duration of 162 weeks and (6500 CM hours).
  - 2.1.2 RPR shall on site an average of 40 hours per week, for a duration of 162 Weeks (6500 RPR hours).
  - 2.1.3 Electrical Engineer will be on site for 40 hours per week for a duration of 5 weeks (200 RPR hours).
  - 2.1.4 City Project Manager shall review qualifications of CM and RPR proposed by the Engineer for the project and shall have the right to reject individuals. City Project Manager also has

the right to request RPR be removed from the site and request alternative personnel be provided.

2.1.5 The City of Round Rock to provide a project administrator familiar with document control to support the above to individuals.

2.1.6 If additional time is required beyond that stated above to manage the contractor, Additional Services may be requested or relief by supplemental City staff may be requested.

## 2.2 Pre-construction Conference

2.2.1 The Construction Manager shall conduct one (1) pre-construction conference for the Project. Meeting shall be conducted with the City, Engineer, and contractor at the City's facility. Construction Manager shall provide written documentation of meeting in the form of minutes and notes to the Owner and Contractor. At a minimum, the following items shall be discussed at the pre-construction conferences:

2.2.1.1 The construction schedules prepared by the contractor.

2.2.1.2 Schedule of Values and Payment Procedures and Schedules.

2.2.1.3 Designation of key personnel and their duties.

2.2.1.4 Procedures for the construction administration of the project.

## 2.3 Site Visits

2.3.1 The Construction Manager will coordinate with the design engineers and their representatives to make periodic visits to the construction site, when construction is in progress, to become familiar with the progress and quality of the work and to determine if the work is being performed in a manner that indicates that the work, when completed, will be in accordance with the contract documents.

2.3.2 On-site Observation Reporting: Construction Manager shall document the progress and quality of the work and shall exercise reasonable care and due diligence in discovering and promptly reporting any defects or deficiencies of the contractor or any subcontractor. Construction Manager shall notify the Contractor and the City of non-conforming work observed on site visits.

## 2.4 Construction Progress Meetings

2.4.1 The Construction Manager will participate in up to thirty-six (36) monthly construction progress meetings for the Brushy Creek Expansion. Additional meetings beyond those listed will be an Additional Service.

2.4.2 The Construction Manager will prepare and distribute agendas and meeting notes for each meeting.

2.5 Quality Assurance: Coordinate the work of testing laboratories and observation bureaus required for the testing or observation of materials, witnessed tests, factory testing, etc. for quality assurance of the Project which is not the same as the quality control testing performed by the Contractor.

2.6 Owner Provided Equipment/Materials: Assist in the transfer of and acceptance by the construction contractor of any City furnished equipment or materials and spare parts by the construction contractor to the City.

## 2.7 Internet-based Construction Management

2.7.1 The Construction Manager will use Engineer's internet-based construction management system.

2.7.2 Establish and maintain the project construction management system consistent with the requirements of the construction contract documents. Monitor the processing of contractor's submittals and provide for filing and retrieval of project documentation. Produce monthly reports indicating the status of all submittals in the review process.

2.7.3 Monitor the progress of the contractor in sending and processing submittals to see that documentation is being processed in accordance with schedules.

- 2.7.4 Submit monthly reports of construction progress. Reports will describe construction progress in general terms and summarize project costs, construction schedule, and pending and approved contract modifications.
- 2.8 Submittal Review
- 2.8.1 Submittal Review: Review and take other appropriate action with respect to Submittals, Shop Drawings, Catalog Data, Samples, Test Reports, and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Up to 300 Submittals and resubmittals are assumed to be reviewed by the CM in addition to the submittals reviewed by the engineer in Task 1.6.
- 2.9 Construction Observation and Project Documentation
- 2.9.1 The CM will maintain records of the Project, including monitoring and documenting the observed work in a field report log for each visit. The field report log will include notes on onsite and subcontractor personnel, testing agencies, and delivery of equipment and materials. The RPR will summarize this information in monthly reports to the City and Engineer.
- 2.9.2 The CM will monitor and report on the Contractor's actual progress relative to his planned construction schedule. The RPR will take photographs of the progress and maintain a digital copy of them in an organized fashion. The RPR will submit a monthly summary of the status of major facilities to the City.
- 2.9.3 The CM will coordinate with the Contractor for the startup of equipment and the testing of equipment, piping systems, and electrical systems as specified per the contract documents. They will create a log tracking installation, startup, testing, and training. The RPR will create and maintain a log of all equipment warranty start and end dates and changes of ownership for each item as it is transferred to the City. The RPR will work with the CM and City to create interim punch lists for the Contractor. These punch lists will be compiled into an overall plant punch list and issued to the Contractor upon substantial completion. The RPR will coordinate with the Contractor to work through the items on the punch list.
- 2.9.4 The onsite CM and RPR will provide field observation for conformance of the contractor's work with plans and specifications and notify the contractor and the City of any observed nonconforming work. They will monitor the progress of the contractor's corrective actions. The onsite CM and RPR shall not be responsible for means, methods, techniques, sequences, or procedures of construction selected by the Contractor nor the necessary safety precautions and programs for that work.
- 2.9.5 The onsite project representative shall have the responsibility and authority to reject work that does not conform to the contract documents. Whenever the onsite project representative considers it necessary or advisable for implementation of the intent of the contract documents, he will recommend additional observation or testing of the work. This recommendation will be in accordance with the provisions of the contract documents, whether or not such work is fabricated, installed, or completed. However, neither the authority of the onsite project representative nor a decision to exercise or not exercise that authority made in good faith shall give rise to a duty or responsibility of the onsite project representative to the contractor or subcontractor, their agents and employees, or other persons performing portions of the work.
- 2.10 Document Control: The Construction Manager will provide document control and coordination activities as follows:
- 2.10.1 Submittal Management: The Construction Manager will manage document control and coordination of submittal between the contractor and the engineer.
- 2.10.2 RFI Management: The Construction Manager will manage document control and coordinate activities required for RFI resolution.



- 2.10.3 Construction Manager shall review and approve submittals as described in 2.8.1, RFIs and Change Requests on a limited basis as determined by the engineer and City.
- 2.11 Change Requests: The Construction Manager will manage change requests as follows:
  - 2.11.1 Establish procedures for administering constructive changes to the construction contracts.
  - 2.11.2 Review Contractor Modification Requests (CMRs) and prepare Proposed Contract Modifications (PCMs) for items identified during construction that are necessary or requested by the City or Contractor but are not in accordance with the construction documents.
  - 2.11.3 Document and prepare field orders, where cost to City is not impacted.
  - 2.11.4 Process contract modifications and seek to negotiate with the contractor on behalf of the City, if appropriate, to determine the cost and time impacts of these changes. Prepare change order documentation for approved changes for execution by the City.
  - 2.11.5 Prepare documentation for contract modifications required to implement modifications in the design of the project.
  - 2.11.6 Receive and evaluate notices of contractor claims and make recommendations to the City on the merit and value of the claim on the basis of information submitted by the contractor or available in project documentation. Seek to negotiate a settlement value with the Contractor on behalf of the City if appropriate. Providing these services to review or evaluate construction contractor(s) claims(s), supported by causes not within the control of the Contractor.
- 2.12 Pay Estimate Review:
  - 2.12.1 The Construction Manager will review and comment on monthly and final estimates for payment to contractor, pursuant to the general conditions of the construction contract.
  - 2.12.2 Based on the Construction Manager's and resident project representative's observations at the site of the work and evaluations of the contractor's estimates for payment, the Construction Manager shall review and certify the amounts due the contractor.
  - 2.12.3 Recommendations by the Construction Manager, to the City for periodic construction progress payments to the construction contractor will be based on the Construction Manager's knowledge, information, and belief from selective sampling that the work has progressed to the point indicated. Such recommendations do not represent:
    - 2.12.3.1 that the Construction Manager has reviewed construction means, methods, techniques, sequences, or procedures
    - 2.12.3.2 that continuous or detailed examinations have been made by the Construction Manager to ascertain that the construction contractor has completed the work in exact accordance with the contract documents;
    - 2.12.3.3 that the final work will be acceptable in all aspects;
    - 2.12.3.4 that the Construction Manager has made an examination to ascertain how or for what purpose the construction contractor has used the monies paid;
    - 2.12.3.5 that title to any of the work, materials, or equipment passed to the City free and clear of liens, claims, security interest, or encumbrances;
    - 2.12.3.6 or that there are no other matters at issue between the City and the construction contractor that affect the amount that should be paid.
- 2.13 Substantial and Final Completion Review
  - 2.13.1 Substantial Completion: The Construction Manager will conduct, in the company of the Engineer and City's representative, a substantial completion review at each milestone of the project for conformance with the design concept of the project and general compliance with the contract documents and provide a list of deficiencies to the contractor.
  - 2.13.2 Final Completion:
    - 2.13.2.1 The Construction Manager will conduct, in the company of the Engineer and City's representative, a final review of the project for conformance with the design concept of the project and general compliance with the contract documents, verify that items

identified on the deficiency list from the substantial completion review have been completed, and make recommendation for final payment to the contractor.

- 2.13.2.2 The Construction Manager will prepare a list of deficiencies to be corrected by the contractor before recommendation of final payment. Assist the City in obtaining legal releases, permits, warranties, spare parts, and keys from the contractor. Review and comment on the certificate of completion and the recommendation for final payment to the Contractor(s). Recommend to the City the dates of substantial completion and final completion and assist the City in scheduling startup and use of the complete facility. The RPR will obtain required manuals, guarantees, record drawings, and other documentation from the Contractor and deliver to the Construction Manager for review or for delivery to the City.

### **3 Post-Construction Services**

#### **3.1 Start-up Services**

##### **3.1.1 Pre-start-up Personnel Training**

- 3.1.1.1 Consult with the City on training needs for pre-start-up operation. Coordinate and arrange with the Contractor to schedule and plan major equipment providers for the training. Conduct pre-start-up training over a two-day period involving a total of eight hours of classroom work for the overall plant operation and startup. Provide an additional follow-up half-day meeting after 30 to 60 days to respond to questions.

##### **3.1.2 Prepare a pre-start-up training schedule and start-up schedule for the BCRWWS.**

##### **3.1.3 Provide 40 hours of onsite operation consultation, including a total of twenty (20) one-person day trips to the site to consult on starting and optimizing the new equipment and related process controls.**

##### **3.1.4 Provide 40 hours of office consulting and conference calls concerning the startup of the new facilities, Advise the City regarding startup and operation schedules, issues, testing, etc.**

#### **3.2 Record ("As-built") Drawings**

##### **3.2.1 The Resident Project Representative will revise the construction drawings in accordance with the information furnished by the construction contractor reflecting changes to the project made during construction. Record drawings are defined as the drawings produced by the Engineer's modifications to the original design drawings to reflect the changes during the construction.**

##### **3.2.2 The Engineer will prepare record drawings, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the project was finally constructed.**

##### **3.2.3 The Engineer is not responsible for any errors or omissions in the information from others that are incorporated into the record drawings.**

##### **3.2.4 Record drawings for the project will be issued by the Engineer within sixty (60) days after the comments and markups are provided by the construction contractor and the City.**

##### **3.2.5 The Engineer will provide the City with one (1) digital copy in Adobe PDF on a USB thumb drive. Construction Manager will request that the Contractor furnish a red-lined original or copy of the as-builts used to prepare the record drawings.**

#### **3.3 O&M Manual**

##### **3.3.1 Prepare an Operation and Maintenance (O&M) manual for the BCE. Deliver O&M manuals in electronic and bound formats. The O&M manual will address all process facilities constructed under this Agreement. The electronic O&M manual will feature text, photographs, PDF drawings, and an image photograph directory. Operating in a computer environment, the system will provide access to all equipment O&M manual data. This specifically includes computerization of O&M manual text, drawings, process schematics, related photographs, and creation of an image photograph directory with letter-sized image pages of scanned images addressing facilities constructed under this Agreement. The information will be manipulated electronically to create a multimedia document complete with hyperlinks, photographs, drawings, and scanned image viewing capabilities. Concurrent with the production of the O&M manual in electronic format, initial and final drafts will be delivered to the City for review and comment. Along with delivery of the final**

draft O&M manual, one (1) day of training will be provided to familiarize plant staff in use and maintenance of the electronic O&M manual. The Engineer will deliver three (3) draft copies for review and comment by the City. Upon receipt of the City's comments, three (3) final bound copies and an electronic version shall be delivered. The following topics shall be included in the O&M manual:

- 3.3.2 Introduction. Brief statement of manual purpose, description of unit processes and flow path, summary of permits and standards which must be met, and table of design criteria.
- 3.3.3 Operations Considerations, Overall Plant. Discussion of process operation, flow paths, hydraulics, control variables and process efficiency for the treatment facilities with process schematics and hydraulic profiles.
- 3.3.4 Description and Operation of the Auxiliary Facilities. Discussion of auxiliary systems constructed under this project.
- 3.3.5 Emergency and Backup Provisions. Description of electrical generators, automatic transfer switch, and other emergency and backup provisions constructed.
- 3.3.6 Electrical System and Control Systems. Detailed description of the electrical and control systems constructed under this project.
- 3.3.7 HMI Documentation
  - 3.3.7.1 Provide O&M Data on HMI System
  - 3.3.7.2 Provide Login Security Instructions
  - 3.3.7.3 Provide Groups and Schedule Manager Instructions
  - 3.3.7.4 Provide Remote Access Guide
  - 3.3.7.5 Provide Screen Listing for all HMI Screens
  - 3.3.7.6 Provide Database Tag listing for all tags
  - 3.3.7.7 Provide Area by Area screen operation instructions
  - 3.3.7.8 Provide Alarm Management Guidelines
  - 3.3.7.9 Provide Reporting Instructions
  - 3.3.7.10 Provide System Backup and Restore Instructions
  - 3.3.7.11 Provide System Maintenance Guidelines
- 3.3.8 PLC Programming Documentation
  - 3.3.8.1 Provide System Architecture and IP Addressing Document
  - 3.3.8.2 Provide Security Document
  - 3.3.8.3 Provide Remote Access Guide
  - 3.3.8.4 Provide Listings for all PLC Programs
  - 3.3.8.5 Provide PLC I/O and Database Tag Listings
  - 3.3.8.6 Provide System Backup and Restore Instructions
  - 3.3.8.7 Provide System Maintenance Guidelines
- 3.3.9 Maintenance. Nameplate data for each major piece of equipment, list of the manufacturer's recommended spare parts, and a schedule of the equipment manufacturer's preventative maintenance activities for each major process equipment item constructed under this project.
- 3.3.10 Miscellaneous and Attachments Miscellaneous items including a glossary of treatment terms and abbreviations used pertinent to the BCRWWS. Other attachments referred to in prior sections
- 3.3.11 Manufacturer. No computer hardware will be supplied as part of this project. Included with the electronic O&M manual will be the software necessary to view and maintain the manual. Single user copies of Microsoft Multimedia Viewer, Microsoft Office 2019 or later, and Adobe (or other applicable software as necessary to view documents provided) shall be provided. This software shall be provided on the RPR laptop to be turned over to the City at the end of the project. The minimum computer operating requirements for the software to be supplied are:
  - 3.3.11.1 CPU is 2.9 GHz
  - 3.3.11.2 Fixed disk storage is a minimum of 10 gigabytes
  - 3.3.11.3 RAM/Video RAM are 2 gigabytes/4 megabytes
  - 3.3.11.4 Monitor is a 20-inch LCD flat panel
  - 3.3.11.5 Software is Microsoft Windows

#### **4 Project Management and Quality Control**

- 4.1 Provide project management activities to properly plan the work, sequence, manage, coordinate, schedule, and monitor the scope tasks and completion of the tasks. Conduct internal team coordination as required to accomplish the work.
- 4.2 Prepare a project management plan including scope, budget, schedule, communication, project team, and file organization.
- 4.3 Provide monthly status updates to the City describing and showing the percent complete for scope tasks and the issues, budget status, and schedule. Maintain and update on a monthly basis, an action item log, a decision log, and a project change log as well as the schedule in an electronic online system (i.e., Project Mates).
- 4.4 Conduct QC reviews for the O&M manual, and startup plan utilizing senior staff members.
- 4.5 Coordinate activities with Preselection Vendors
- 4.6 Prepare for and participate in up to one (1) meeting with City management.

#### **Assumptions:**

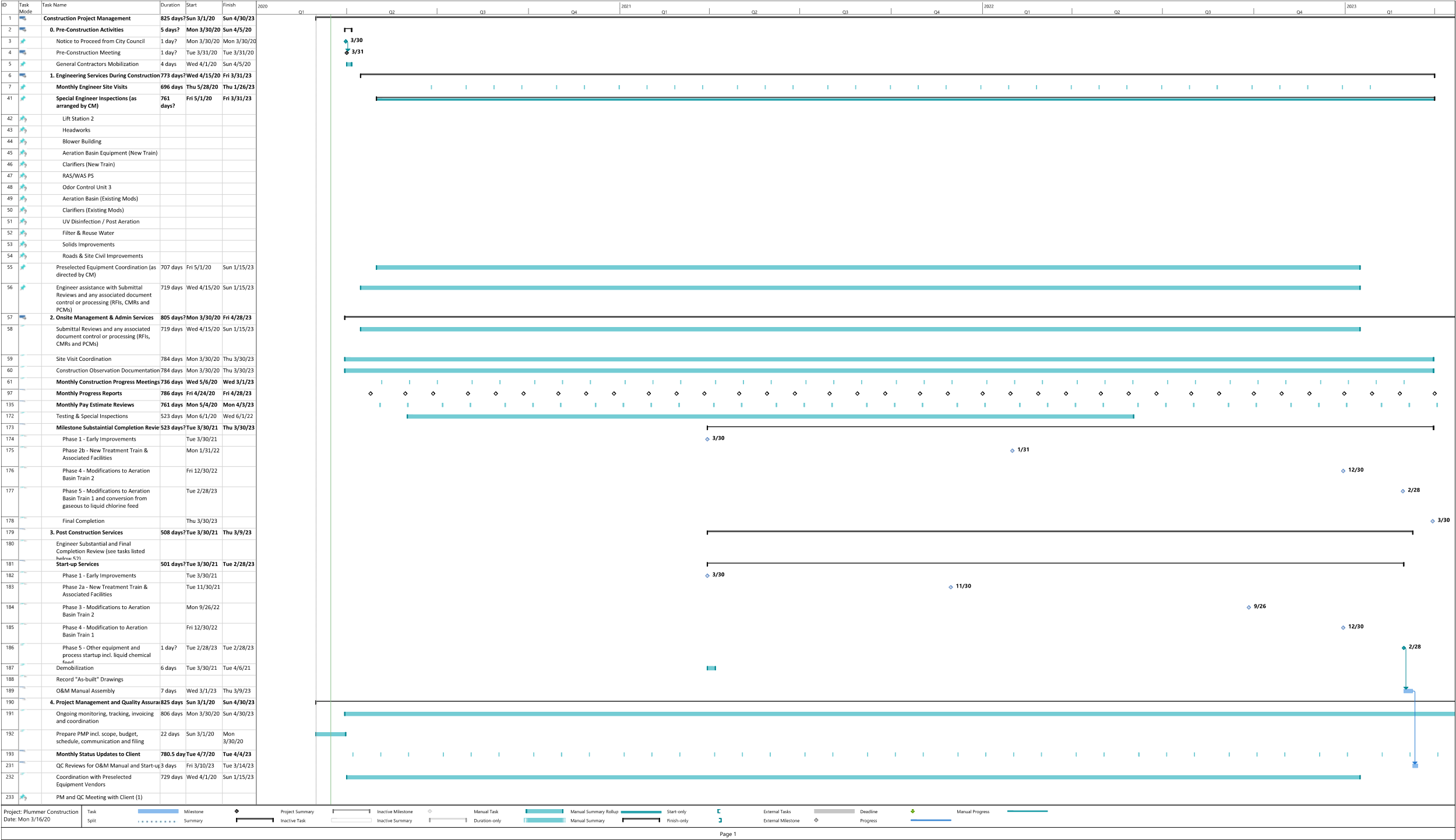
1. Contractor Requests: Investigations, analyses, studies or design for substitutions of equipment or materials, corrections of defective or deficient work of the contractor or other deviations from the construction contract documents requested by the contractor and approved by the City are an additional service.
2. Additional Engineering Reviews: The fee is based on the Submittal Reviews, RFIs, and CMRs listed above. If additional reviews are necessary, due to incomplete submittals, or multiple review iterations, and if the RFIs and requested changes are beyond the estimated amounts, such that the combined budgeted fee for these items is exceeded, this will be considered an additional service. Substitutions of materials or equipment or design modifications requested by the City are an additional service.
3. Pay Estimate Review: Pay Estimates will be reviewed by the Construction Manager. Engineers will not review pay estimates. By recommending any payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control Contractor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to Owner free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.
4. Quality Assurance: Engineer will not provide Quality Assurance tasks associated with geotechnical, special inspections and additional survey services:
  - 4.1.1. Assist Owner in the selection of an independent testing laboratory to perform the services identified as to be provided by Owner in the Construction Contract.
  - 4.1.2. Engineer will provide special engineering inspections required by the contract documents. This does not include inspections conducted by permitting agencies (ex: Building/Fire/TCEQ) or by independent testing laboratories (ex: concrete).
  - 4.1.3. Surveyor will reset benchmarks prior to construction.
  - 4.1.4. Geotechnical Engineer will visit site to observe excavations and provide comment on in situ conditions compared to geotechnical testing bore results.

## EXHIBIT C

### Work Schedule

Attached Behind This Page

BRUSHY CREEK REGIONAL WASTEWATER TREATMENT SYSTEM  
EAST PLANT EXPANSION TO 30 MGD  
DRAFT Baseline 36 Month Schedule



## EXHIBIT D

### Fee Schedule

Attached Behind This Page

City of Round Rock Brushy Creek East Expansion to 30 MGD Construction Construction Phase Services Project No. 1													
Level 2 (Phase) No. and Description <i>Level 3 (Task) No. and Description</i>	Project Dates		Principal (hrs)	Sr. Elec Eng. (hrs)	Proj Mgr (hrs)	Proj Engr (hrs)	EIT (hrs)	Technician (hrs)	Clerical (hrs)	QC (hrs)	Total Labor		Percent of Total Fee
	Start Date	End Date									Hours	Fee (\$\$\$)	
Construction Phase Services			446	648	8,243	2,585	8,575	252	102	61	20,912	\$ 3,456,610	100.0%
<b>A 1. Engineering Services During Construction</b>			214	68	1,151	1,761	1,543	40	0	0	4,777	\$ 758,525	21.9%
1.1 Pre-Construction Meeting			0	0	14	0	0	0	0	0	14	\$ 2,800	0.1%
1.2 Site Visits			24	0	48	0	48	0	0	0	120	\$ 22,920	0.7%
1.3 Construction Progress Meetings			40	40	144	40	108	0	0	0	372	\$ 71,300	2.1%
1.4 Quality Assurance			0	0	0	174	0	0	0	0	174	\$ 24,360	0.7%
1.5 Schedule Review			0	0	76	0	36	0	0	0	112	\$ 19,700	0.6%
1.6 Pre-selected equipment Coordination			0	0	40	0	80	0	0	0	120	\$ 18,000	0.5%
1.7 Submittal Review			40	0	414	600	600	0	0	0	1,654	\$ 253,900	7.3%
1.8 Substitutions Review			13	0	43	73	78	10	0	0	217	\$ 33,685	1.0%
1.9 RFI Review			40	0	200	600	400	0	0	0	1,240	\$ 186,300	5.4%
1.10 and 1.11 Change Requests			20	0	85	145	145	20	0	0	415	\$ 63,825	1.8%
1.12 Pay Estimate Review			0	0	0	0	0	0	0	0	0	\$ -	0.0%
1.13 Rejection of Work			13	0	43	73	0	10	0	0	139	\$ 23,935	0.7%
1.14 Substantial and Final Review			24	28	44	56	48	0	0	0	200	\$ 37,800	1.1%
<b>B 2. Onsite Construction Administration, Management and RPR Services</b>			0	400	6,500	0	6,500	0	0	0	13,400	\$ 2,224,500	64.4%
2.1 Construction Admin			0	0	6,500	0	0	0	0	0	6,500	\$ 1,300,000	37.6%
2.2 RPR			0	0	0	0	6,500	0	0	0	6,500	\$ 812,500	23.5%
2.3 Electrical Engineer			0	400	0	0	0	0	0	0	400	\$ 112,000	3.2%
<b>C 3. Post Construction Services</b>			88	104	208	612	468	212	62	0	1,754	\$ 271,700	7.9%
3.1 Startup Services			48	104	80	80	80	0	0	0	392	\$ 80,960	2.3%
3.2 Record Drawings			2	0	8	24	100	160	0	0	294	\$ 36,470	1.1%
3.3 O&M Manual			38	0	120	508	288	52	62	0	1,068	\$ 154,270	4.5%
<b>D 4. Project Management and Quality Control</b>			144	76	384	212	64	0	40	61	981	\$ 201,885	5.8%
4.1 Overall Project Management			48	0	144	0	24	0	0	0	216	\$ 46,440	1.3%
4.2 Project Management Plans			8	8	32	60	0	0	0	0	108	\$ 19,480	0.6%
4.3 Monthly Updates			36	36	36	72	0	0	36	17	233	\$ 46,765	1.4%
4.4 Quality Control Review			32	16	112	0	0	0	0	40	200	\$ 48,840	1.4%
4.5 Preselection Vendor Coordination			8	8	40	40	0	0	4	4	104	\$ 19,860	0.6%
4.6 Meetings with City			12	8	20	40	40	0	0	0	120	\$ 20,500	0.6%
<b>TOTAL LABOR</b>			446	648	8,243	2,585	8,575	252	102	61	20,912	\$ 3,456,610	100.0%
Total Labor Hours													
Total Labor Amount												\$ 3,456,610	100.0%
Labor Rates per Hour			\$ 305	\$ 280	\$ 200	\$ 140	\$ 125	\$ 115	\$ 90	\$ 305			
Total Amounts by Labor Category			\$ 136,030	\$ 181,440	\$ 1,648,600	\$ 361,900	\$ 1,071,875	\$ 28,980	\$ 9,180	\$ 18,605		\$ 3,456,610	
Labor Category Percent of Total Labor			3.9%	5.2%	47.7%	10.5%	31.0%	0.8%	0.3%	0.5%			100.0%
<b>TOTAL EXPENSES (see breakdown below)</b>													
Total Subconsultants												\$ 1,159,733	
Total Reimbursables												\$ 315,503	
Total Expenses												\$ 1,475,236	
<b>GRAND TOTAL - Construction Phase Services</b>												\$ 4,931,846	
<b>SUBCONSULTANT EXPENSES</b>													
Code	Description	Budget (\$\$)			Markup	Fee (\$\$\$)							
CA	Architect Consultant	\$ -			1.10	\$ -							
CC	Civil Engr Consultant	\$ -			1.10	\$ -							
CE	Electrical Consultant	\$ -			1.10	\$ -							
CG	Geotechnical Consultant	\$ 7,500			1.10	\$ 8,250							
CM	Mechanical Consultant	\$ -			1.10	\$ -							
CO	Other Consultant	\$ -			1.10	\$ -							
CS	Structural Consultant	\$ -			1.10	\$ -							
CY	Surveying Consultant	\$ 15,000			1.10	\$ 16,500							
C1	KFA	\$ 321,100			1.10	\$ 353,210							
C2	FNI	\$ 710,703			1.10	\$ 781,773							
C3		\$ -			1.10	\$ -							
C4		\$ -			1.10	\$ -							
C5		\$ -			1.10	\$ -							
C6		\$ -			1.10	\$ -							
TOTAL SUBCONSULTANT EXPENSES		\$ 1,054,303				\$ 1,159,733							
<b>REIMBURSABLE EXPENSES</b>													
Code	Description	Budget (\$\$)			Markup	Fee (\$\$\$)							
	Reproduction	\$ 18,500			1.15	\$ 21,275							
	Technology	\$ 38,537			1.00	\$ 38,537							
	Employee Mileage	\$ 63,740			1.15	\$ 73,301							
	Travel, Meals, Lodging	\$ 75,600			1.15	\$ 86,940							
	Telecommunications				1.00	\$ -							
	Shipping, Delivery, Postage	\$ 10,500			1.15	\$ 12,075							
	Other Expenses				1.15	\$ -							
	Purchased Services	\$ 5,000			1.15	\$ 5,750							
	Projectmates	\$ 67,500			1.15	\$ 77,625							
					1.15	\$ -							
					1.15	\$ -							
					1.15	\$ -							
					1.15	\$ -							
		\$ -			1.15	\$ -							
TOTAL REIMBURSABLE EXPENSES		\$ 279,377				\$ 315,503							



## EXHIBIT E

Certificates of Insurance

Attached Behind This Page



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/4/2020

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).

<b>PRODUCER</b> Risk Strategies 12801 North Central Expy. Suite 1710 Dallas, TX 75243	<b>CONTACT NAME:</b> Joe Bryant	<b>FAX (A/C, No):</b> (214) 503-8899	
	<b>PHONE (A/C, No, Ext):</b> (214) 503-1212	<b>E-MAIL ADDRESS:</b> certificatedallas@risk-strategies.com	
<b>INSURED</b> Plummer Associates, Inc. 1320 South University Drive Ste. 300 Fort Worth TX 76107	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> XL Specialty Insurance Company		37885
	<b>INSURER B:</b> Valley Forge Insurance Company		20508
	<b>INSURER C:</b> Continental Casualty Company		20443
	<b>INSURER D:</b> Sentinel Insurance Company Ltd		11000
	<b>INSURER E:</b>		
<b>INSURER F:</b>			

**COVERAGES****CERTIFICATE NUMBER:** 54457988**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU Coverage <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	6024858522	6/15/2019	6/15/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 Valuable Papers \$100,000
B	<input type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input 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	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	6024858522 No Owned Autos	6/15/2019	6/15/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	6024858536	6/15/2019	6/15/2020	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
D	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	<input checked="" type="checkbox"/>	84WBGAC6U63	1/1/2020	1/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Professional Liability Pollution Liability		<input checked="" type="checkbox"/>	DPR9941677	5/9/2019	5/9/2020	Per Claim \$2,000,000 Annual Aggregate \$3,000,000

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

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

RE: APAL # 982-003-06 & 07 RE: Brushy Creek East WWTP Expansion Project – Construction Phase Services

**CERTIFICATE HOLDER**

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

Joe Bryant

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ACORD 25 (2016/03)

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