

EXHIBIT
"A"



CITY OF ROUND ROCK
CONTRACT FOR ENGINEERING SERVICES

FIRM: AECOM ("Engineer")
ADDRESS: 9400 Amberglen Boulevard Building E, Austin, TX 78729
PROJECT: Lake Creek Pump Station Emergency Chlorine Scrubber

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 Sixty-Seven Thousand Four Hundred Thirteen and No/100 Dollars, (\$67,413.00). 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
3400 Sunrise Road
Round Rock, TX 78665
Telephone Number (512) 341-3332

Mobile Number (512) 567-7146
Fax Number N/A
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:

John Buser
Associate Vice President
9400 Amberglen Boulevard, Building E
Austin, TX 78729
Telephone Number (512) 457-7701
Fax Number N/A
Email Address john.buser@accom.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 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 reimbursement of 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 way of policy provision or by endorsement to the policy:

- (a) Each insurance policy required herein shall provide that coverage shall not be canceled except with prior notice to the City of no less than 30 days or 10 days' notice for cancellation due to non-payment of premium, and such notice thereof shall be given to City to:

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

- (b) The policy clause "Other Insurance" shall not cause Engineer's professional liability policy to apply to a covered loss on an excess basis over 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:

John Buser
Associate Vice President
9400 Amberglen Boulevard, Building E
Austin, TX 78729

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

AECOM

By: John N. Buser
Signature of Principal
Printed Name: John N. Buser

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.

EXHIBIT B

Engineering Services

PROJECT BACKGROUND

The Lake Creek Pump Station is one of several drinking water facilities owned and operated by the City of Round Rock. The Lake Creek site was the original and primary groundwater well site providing drinking water to the City of Round Rock until the installation of the surface water treatment facility. The Lake Creek Pump Station continues to provide groundwater for drinking water purposes to the City. The facility has a design capacity of 10 Million Gallons per Day (MGD) but its daily flows generally remain between 1 and 2 MGD. The Lake Creek Pump Station utilizes chlorine gas for disinfection of the groundwater, applied at the inlet to the existing ground storage tank, followed by ammonia to produce chloramines for distribution system protection.

While the Lake Creek Pump Station was initially located in a remote area of the city, expanding populations and redevelopment in the downtown area has resulted in continuous encroachment on the pump station. As more facilities, including residential development near the pump station there is a concern about the impact of an accidental chlorine spill at the pump station. AECOM was contacted to assist the City of Round Rock in designing an emergency chlorine gas scrubber to protect the operations staff and surrounding neighborhoods in the event of a chlorine spill.

PROJECT DESCRIPTION

Chlorine gas is currently housed within a wooden framed structure on the Lake Creek Pump Station site. Chlorine gas was originally stored and distributed in an open sided, covered shed that was eventually enclosed to form the current facility. Chlorine gas is stored in 150-lb cylinders within the structure. There are two banks of five cylinders each, one on-line and the other on standby, that are controlled by an automatic switching valve. Cylinder scales monitor the amount of chlorine within each 150-lb container and trigger the automatic switchover when the level in the on-line bank reaches its specified set-point.

Five spare cylinders are stored in the structure, separate from the on-line cylinder banks. When one bank is empty and the automatic switchover occurs, the empty cylinders are replaced with the full spares and reconnected. The existing structure also includes the chlorinators and vacuum venturis that provide the set dosages to the inlet of the on-site groundwater tank and a chlorine leak detector.

The existing building is wood framed, with plywood and siding walls. The roof is a metal roof, original from the initial covered outdoor storage area. In addition to the chlorine storage area and the dosing area, there is a separate, isolated office room where samples are analyzed. This room is equipped with its own window air conditioning unit and has its own door. The door opens to the exterior of the building and not to the chlorine area. However, only the wooden walls separate the office from the chlorine area. Ventilation is provided in the chlorine area and consists of three wall louvers installed just above the ground elevation. The louvers are on the north side of the building and an exhaust fan is installed at ground level on the south side of the room.

During a recent facility vulnerability assessment, it was noted that there was no emergency chlorine gas scrubber to protect operations staff as well as the surrounding neighborhood in the event of a chlorine spill. The City of Round Rock has completed some preliminary investigation into the type, availability, and cost of emergency chlorine gas scrubbers, and now would like to fully implement the design and construction of such a facility at the Lake Creek Pump Station.

BASIS OF DESIGN

The following assumptions have been made when developing the scope of work for this project.

1. The existing chlorine building is structurally adequate and will continue to be used for the storage and distribution of chlorine and the chlorine leak detector is functioning and has the necessary output controls to integrate with a new chlorine gas scrubber.
2. No additional modifications to the building and chlorine system, other than necessary ventilation changes will be required.
3. The Motor Control Center (MCC) providing power to the existing facility is anticipated to have adequate spare size and load capacity to connect the proposed emergency scrubber equipment.
4. No changes in the level of automation/control/instrumentation of the existing chlorine dosing system are anticipated. No significant upgrades to the existing I&C system /network are anticipated, other than the transfer of the required signal from the pump station to the City's top- end control system.
5. Existing survey and geotechnical information will be made available to the design team so no new information will be collected.

SCOPE OF WORK

The following paragraphs define specific tasks associated with the requested services of this Project.

Task 1: Project Management

1. Attend and conduct a project kick-off meeting with the Owner and other appropriate parties to review the scope of the work, identify issues and challenges, and establish the expectations for the project.
2. Attend routine progress meetings with Owner and other appropriate parties to review the progress of the design phases. This task is based on the assumption that two (2) progress meetings will occur. Each meeting will be attended in person, requiring approximately 2 hours per meeting. Meeting minutes will be produced and distributed to the appropriate parties.
3. Prepare and submit monthly invoices and progress reports. The monthly reports will support the monthly billings. Progress Reports shall include a summary description of the tasks completed as of the progress report date and will be submitted with invoices on a monthly basis. This task is based on the assumption that monthly reports will be provided for the duration of the project, with each report requiring approximately 2 hours.

Task 2: Basis of Design

1. Collect and review available, existing data for the disinfection system, the existing building housing the chlorine gas system, any underground piping and conduit, the existing electrical and instrumentation infrastructure, any survey information, and any geotechnical information. Items to review include existing record drawings, operation and maintenance manuals, instrumentation and control information, control narratives, survey information, previous planning studies, available geotechnical investigations, etc. Identify any additional information which may be needed as a result of this review.
2. Calculate the potential release rate of chlorine gas from the existing 150lb cylinders, taking into account the number of cylinders on-line, on-standby, and in storage.
3. Coordinate regulatory requirements, including the need for an internal sprinkler system inside the existing building. It is anticipated additional improvements inside the building will not be included in this project, but the task is for verification of that assumption.

4. Conduct a conference call with the Owner and operations staff to determine the level of automation required in the event of a chlorine spill. Present options for automation alternatives and identify improvement alternatives required to provide the desired level of automation.
5. Determine the anticipated size of the emergency chlorine gas scrubber needed to contain a chlorine gas spill within the building. Identify up to three types of chlorine gas scrubbers that could be used to contain and evacuate the spill and identify a cost for each type.
6. Determine the location of the emergency scrubber using the existing facility site plan, taking care to avoid impacts to existing structures, underground facilities, and limiting operator access. Provide two alternative locations for the scrubber and identify necessary improvements associated with each location.
7. Determine the required structural foundation and/or containment area required to house the emergency scrubber. Evaluation will be based on the available geotechnical information; no new geotechnical data will be collected. Determine the improvements to the existing building required to accommodate the new emergency scrubber, including structural improvements to the building to support the necessary ventilation modifications.
8. Determine the available electrical and I&C infrastructure to provide power and controls to the proposed emergency scrubber.
9. Develop a Basis of Design Memo that identifies the proposed alternatives for the scrubber type, the location on the Lake Creek Pump Station site, the required structural, HVAC, electrical, I&C, and any relocation of existing facilities, and includes an estimate of construction cost for the proposed improvements.
10. Conduct review meeting with Owner to review and receive comments on the Basis of Design Memorandum. Address comments, update memo, and provide a final copy to the Owner.

Task 3: Final Design

1. Develop the final design of the emergency chlorine gas scrubber to evacuate a chlorine spill within the existing storage structure. The current structure consists of wood framing with plywood walls and weatherproof siding. Final design tasks include:
 - a. Complete sizing of the Emergency Chlorine Scrubber
 - b. Complete civil design, locating the scrubber and re-routing any interfering underground facilities.
 - c. Complete structural design of the scrubber foundation and necessary containment
 - d. Complete HVAC design and necessary modifications to the existing building to evacuate the spill.
 - e. Complete electrical design to connect to the existing 480Volt MCC and route new conduit and wire to the proposed scrubber.
 - f. Complete instrumentation and control design to transmit the requested signals to the Owner's top-end control system via telemetry.
2. Develop the 90% Plans showing the proposed improvements required to install the emergency chlorine scrubber and associated civil, structural, electrical, and I&C facilities noted above.
3. Develop the 90% Contract Documents and Technical Specifications for the proposed improvements required to install the emergency chlorine gas scrubber and associated civil, structural, electrical, and I&C facilities noted above. It is understood the Owner's Contract Documents will be used for this project, employing a traditional bid/build arrangement. Also, appropriate Owner technical specifications will be utilized when appropriate and available.
4. Develop the 90% Estimate of Probable Construction Cost.
5. Submit the 90% Plans, Contract Documents, Technical Specifications, and Estimate of Probable Construction Cost to the Owner for review and comment.

6. Conduct a 90% review meeting to obtain, discuss, and address the comments on the review package.
7. Based on Owner comments, update and finalize the 100% Plans, Contract Documents, Technical Specifications, and EOPCC and submit a signed and sealed package to Owner for permit approval and bid purposes. It is understood the permitting review will be conducted by Owner staff associated with the previous reviews, and that the final plans will be used for both permitting and bidding purposes.

Task 4: Bid Phase Services

1. Assist the Owner in advertising the project for Bid. It is understood the Owner utilizes an electronic bid system, CiviCast USA and that all bid documents will be provided to Owner for upload to the site in electronic, Adobe Acrobat (.pdf) format.
2. Attend a pre-bid conference and provide support to the Owner in describing the project and attending a pre-bid site visit with potential contractors.
3. Respond to questions during Bid phase and provide addenda to clarify responses, as needed. It is anticipated email response to questions will be provided to Owner for upload to the electronic bidding site, and that one (1) addendum will be required.
4. Assist the Owner in reviewing, evaluating, and scoring the submitted bids. It is anticipated the contract award will be issued to the lowest cost, acceptable bidding contractor.
5. Prepare conformed construction Plans, Contract Documents, and Technical Specifications, incorporating all addenda and issue to selected construction contractor.

Task 5: Construction Phase Services

1. Prepare for, attend, and conduct a pre-construction conference to discuss the general and specific requirements of the construction contract. Produce meeting minutes for pre-construction conference and distribute to all attendees.
2. Provide general contract administration support during construction phase, including communication with the Owner and Contractor. This support will include the preparation, maintenance, and distribution of an RFI log and Shop Drawing Log. This service will be provided on an average of 1 hours per week for the 4 month duration of the construction project.
3. Attend and conduct monthly progress meetings on-site. This proposal is based on conducting a total of 2 progress meetings for the duration of the construction contract. This service will include the preparation of the meeting agenda and meeting summary minutes. Two (2) hours per meeting for two people are allocated for this task.
4. Perform routine site visits by design personnel to review the progress of work performed by the construction Contractor. This service will be provided based on an average of one (1) man-hour per monthly site visit, conducted following the monthly progress meeting. During these site visits, the Engineer will observe the progress and quality of the executed work, and will determine, in general, if the work is proceeding in accordance with the Contract Documents. In performing this service, the Engineer will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work or material; he/she will not be responsible for the techniques of construction or the safety precautions incident thereto; and he/she will not be responsible nor liable in any degree for the Contractor's failure to perform the construction work in accordance with the Contract Documents. During these visits to the construction site, and on the basis of the Engineer's on-site observations, he/she will keep the Owner informed of the extent of the progress of the work, and advise the Owner of material and substantial defects and deficiencies in the work of the Contractors which are discovered by the Engineer or otherwise brought to the Engineer's attention during the course of construction.

5. Review samples, catalog data, schedules, shop drawings, laboratory, shop and mill tests of materials and equipment, and other data which the Contractor is required to submit. The review of these submittals will include incorporation of review comments from the Owner. This proposal is based on a total of 10 submittals, with an average of 1.5 submissions per submittal, and requiring about three (3) hours reviewing and processing each submittal.
6. Assist the Owner in issuing necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the Contractor's work. Such clarifications and interpretations will be consistent with the intent of, and reasonable inferred from, the Contract Documents. The budget is based on responding to five (5) Requests for Information (RFIs), with each requiring four (4) hours to resolve.
7. Participate in the startup and commissioning of the emergency chlorine gas scrubber and associated HVAC equipment, confirming the operation and control of the system is consistent with the design intent, and functions to the acceptance of the Owner. This proposal is based on an anticipated 1-day operational test. On-site witnessing of start-up and commissioning is anticipated to result in a 6-hour test for the proposed emergency system.
8. Check and review Operation and Maintenance manuals submitted by the Contractor. This proposal is based on a total of two (2) submittals, with an average of 1.5 submissions per submittal, each requiring four (4) hours to review. Following review, the completed Project O&M Manual will be assembled by the Contractor and submitted to the Owner.
9. Conduct with the Owner a substantial completion review of the project and prepare a preliminary punch list of items not in compliance with the Contract Documents.
10. Prepare Record Drawings at the completion to construction. Incorporate as-built information received from the Contractor's red-lined markups and the Owner's on-site representative into the

Record Drawings and submit to the Owner for review. Provide on .pdf version of the final Record Drawings.

SPECIAL SERVICES

The Scope of Services and the budget presented herein do not include the following special services. At such time that it is determined that these services may be required; AECOM will obtain authorization from the City of Round Rock prior to performing any work.

1. Travel and subsistence required of AECOM and authorized by the Owner to points other than local governmental agencies, consultants and project site.
2. Filing, review, permit inspection and other fees assessed by the city, County or State.
3. Expert witness testimony concerning the project or any of its elements.
4. Permitting services, including but not limited to the completion of any permit application for any regulatory agency.
5. Televising, dismantling, or otherwise examining the underground piping/conduit infrastructure to perform a condition assessment.
6. On-site Resident Project Representative Services
7. Construction phase survey control staking, confirmation of benchmarks, or verifications. Performance of any topographic, boundary survey or property boundary research.
8. Construction phase geotechnical or materials testing services. AECOM understands the Owner will contract directly with a licensed testing laboratory when services are needed.
9. Preparation of and processing change orders to the construction contract as determined by the Owner.

10. Review and recommendation of Contractors applications for payment and the accompanying data and schedules.
11. Warranty Phase Services after construction is complete.

SCHEDULE

It is anticipated that the above scope of work for the Emergency Chlorine Scrubber (Tasks 1, 2, 3, and 4) including preliminary engineering, final design, and bid phase will be completed within four (4) months of the authorization to proceed. Task 5, construction phase services will be performed in parallel with the construction contract and will be completed within 4 months of the Contractor's Notice-To-Proceed.

DELIVERABLES

The following deliverables will be submitted within each phase of the work defined below.

1. Monthly Progress Reports and meeting minutes
2. Basis of Design Memorandum
3. Progress sets (90%/100%) of the Plans, Contract Documents, Technical Specifications, and EOPCC
4. Bid evaluation recommendation
5. Record Drawings

COMPENSATION

Compensation for the above Scope of Services is to be on a Time & Materials basis with payment made monthly based on actual hours worked and in accordance with the fee schedule established in Exhibit 1. The project cost of the scope of work has been calculated and is defined in the attached **Exhibit No. 1**. The total compensation for the above Scope of Services is **\$67,413** and will not be exceeded without prior written authorization from the City of Round Rock.

EXHIBIT C

WORK SCHEDULE

The proposed scope of work for the Emergency Chlorine Scrubber (Tasks 1, 2, 3, and 4) including preliminary engineering, final design, and bid phase will be completed within four (4) months of the authorization to proceed. Task 5, construction phase services will be performed in parallel with the construction contract and will be completed within 4 months of the Contractor's Notice-To-Proceed.

EXHIBIT D FEE SCHEDULE

CITY OF ROUND ROCK
LAKE CREEK PUMP STATION: EMERGENCY CHLORINE SCRUBBER

EXHIBIT NO. 1

AECOM Technical Services, Inc.

Labor Classifications Billing Rate	Principal	Project Manager	Sr. Engineer	EIT	CADTech	Admin	
	\$ 280	\$ 225	\$ 190	\$ 90	\$ 125	\$ 85	

LABOR ESTIMATE

Task	Principal	Project Manager	Sr. Engineer	EIT	CADTech	Admin	TOTAL
TASK 1: PROJECT MANAGEMENT							
1 Attend Project Kickoff meeting		2	2				4
2 Attend routine progress meetings (2x)		2	2				4
3 Prepare and submit monthly invoices		8				8	16
TASK 2: BASIS OF DESIGN							
1 Collect and review available, existing data			1	4			5
2 Calculate potential release rate of chlorine gas			1	1			2
3 Coordinate with regulatory agencies			1	4			5
4 Determine level of automation desired		1	1				2
5 Determine the size of emergency scrubber	1			4			7
6 Determine the location of emergency scrubber			2	4			6
7 Determine the structural foundation and containment area required; review structural modifications to the building	1		2	8			11
8 Determine the available electrical and I&C requirements	1		2	4			7
9 Develop Basis of Design Memo	1	1	2	18	6	4	32
10 Conduct review meeting and address comments		2	2			2	6
TASK 3: FINAL DESIGN							
1 Develop final design of emergency scrubber	2	4	28	14	0	0	48
a Complete sizing of scrubber			2	4			6
b Complete civil design		1	2	8			11
c Complete structural design	1		8				9
d Complete HVAC design and modifications to building		1	4	2			7
e Complete electrical design	1	2	8				11
f Complete I&C design			4				4
2 Develop 90% Plans		2	8	8	40		58
3 Develop 90% Contract Docs and Tech Specs	1	1	8	16		16	42
4 Develop 90% EOPCC			4	8			12
5 Submit 90% Package		2	2		2		6
6 Conduct review meeting and address comments		2	2			2	6
7 Submit 100% Bid Package	1	2	2	4	8		17
TASK 4: BID PHASE SERVICES							
1 Assist the Owner in advertising project for bid		1		4			5
2 Attend Pre-bid conference and site visit			4				4
3 Respond to questions; Issue 1 addendum		1	4		4	4	13
4 Assist owner in reviewing received bids	1	1	1				3
5 Prepare conformed construction documents		1	4		4	2	11
TASK 5: CONSTRUCTION PHASE SERVICES							
1 Prepare for and attend Pre-construction conference		2	2			2	6
2 Provide general contract admin services		1	2	13			16
3 Attend and conduct monthly progress meetings			4			4	8
4 Perform monthly site visit			2				2
5 Review samples, shop drawings, etc. (10*1.5)		2	8	35			45
6 Review and respond to RFIs (5x)		5	5	10			20
7 Participate in startup and commissioning			6				6
8 Review O&M manuals (2*1.5)		1	3	8			12
9 Conduct substantial completion inspection and punchlist			4			1	5
10 Produce project Record Drawings	1	4		8	20		33
TOTAL HOURS	10	48	123	175	84	45	485
TOTAL LABOR COSTS	\$2,800	\$10,800	\$23,370	\$15,750	\$10,500	\$3,825	\$67,045

OTHER DIRECT COSTS

ITEM	UNITS	QTY.	RATE	SUBTOTAL	MULT	TOTAL
Printing	LS	1	\$250	\$250	1.05	\$ 263
Courier	EACH	5	\$20	\$100	1.05	\$ 105
Total						\$368

TOTAL FEE ESTIMATE	\$67,413
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EXHIBIT E

Certificates of Insurance

Attached Behind This Page



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/21/2020

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).

PRODUCER Marsh Risk & Insurance Services CA License #0437153 633 W. Fifth Street, Suite 1200 Los Angeles, CA 90071 Attn: LosAngeles.CertRequest@Marsh.Com CN101348564-STND-GAUE-20-21		CONTACT NAME: * PHONE (A/C, No, Ext): E-MAIL: ADDRESS: FAX (A/C, No):	
INSURED AECOM AECOM Technical Services, Inc. 9400 Amberglen Blvd. Austin, TX 78729		INSURER(S) AFFORDING COVERAGE INSURER A : N/A INSURER B : N/A INSURER C : Illinois Union Insurance Co INSURER D : N/A INSURER E : INSURER F :	
05 2020		NAIC # N/A N/A 27960 N/A	

COVERAGES **CERTIFICATE NUMBER:** LOS-002476772-01 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	ARCHITECTS & ENG. PROFESSIONAL LIAB.			EON G21654693 005 "CLAIMS MADE"	04/01/2020	04/01/2021	Per Claim/Agg Defense Included 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: For RFP/RQ Purposes. Lake Creek Pump Station Emergency Chlorine Scrubber - Design, Bid, and Construction Phase Services associated with the installation of a new emergency chlorine gas scrubber to serve the existing chlorine building for City of Round Rock, TX.

If the insurer for the Professional Liability policy cancels its policy for any reason other than for non-payment of premium, the insurer will provide 30 days notice of cancellation to those Certificate Holders that require it by written contract.

CERTIFICATE HOLDER

City of Round Rock
Attn: Juan Martinez, Project Manager
Utilities and Environmental Services Department
3400 Sunrise Road
Round Rock, TX 78665

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
of Marsh Risk & Insurance Services
James L. Vogel

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