



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

FIRM: LJA ENGINEERING, INC. ("Engineer")
ADDRESS: 2700 La Frontera Boulevard, Suite 150, Round Rock, TX 78681
PROJECT: Round Rock West – Greenbelt Channel and Waterline Improvements

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 One Hundred Twenty-Four Thousand Six Hundred Thirty-Six and No/100 Dollars, (\$124,636.00). 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:

Federico Sanchez
Project Manager
3400 Sunrise Road
Round Rock, TX 78665
Telephone Number (512) 218-6609

Fax Number (512) 218-5536
Email Address fsanchez@roundrocktexas.gov

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

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

Derek Bohls, P.E.
Vice President
2700 La Frontera Boulevard, Suite 150
Round Rock, TX 78681
Telephone Number (512) 439-4744
Fax Number N/A
Email Address dbohls@lja.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:

Derek Bohls, P.E.
Vice President
2700 La Frontera Boulevard, Suite 150
Round Rock, TX 78681

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

LJA ENGINEERING, 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

The City will provide the following information and other assistance to the Engineer that the City deems appropriate and necessary:

1. Any readily available pertinent existing information relating to the services to be performed by the Engineer; the City will provide one copy of such information in a format chosen by the City. This includes plans and/or as-built data at or adjacent to the project site, and unit cost information from recent City bids received.
2. Clear direction and/or response to questions or requests made by the Engineer in the course of the Engineer's performance of services.
3. Timely review of deliverables that have been properly completed and submitted by the Engineer; and timely provisions of comments, if any, to the Engineer resulting from said reviews.
4. Meet with Engineer on an as-needed basis to facilitate performance of the Work Authorization.
5. Provide for access to property required to perform any field investigations required as part of the Engineer's scope of work.
6. Right-of-entry permission for LJAAS Field Personnel to enter the property for the purposes detailed herein.
7. Any additional documentation that the Client regards as helpful for completing said surveys.

EXHIBIT B

Engineering Services

General Work Description:

Provide plans, specifications and estimates (PS&E) for the regrading of the Greater Round Rock West Greenbelt Channel in order to increase capacity and reduce flooding. Limits of grading will extend approximately from Lime Rock Drive to Creekview Drive. The project will also replace a 12" water line from McNeil Road to Creekview Drive. The project will include topographical survey, environmental studies, the preparation of construction plans, and bidding phase services.

TASK 1. PROJECT MANAGEMENT

- A. Prepare monthly invoices for submission to the City for all requests for payment.
- B. Produce Project Scheduling
- C. Team meetings (6)
- D. QA/QC Models, Exhibits, Calculations, Assumptions

TASK 2. TOPOGRAPHICAL SURVEY

The Engineer Shall:

1. Plan and coordinate survey activities for the topographic work and prepare a survey report of the final findings obtained in the field.
2. Perform a control survey and set 3 semi-permanent monuments either a Mag Nail and tag washer or a 5/8" iron rod with control cap at each end and middle of the corridor.
3. Collect topographic field data on the entire 3500' x 50' wide corridor. The north extent ends at the center of the existing creek bed lying north of Creekview Drive and the south extent ends at a point 60 feet north of the centerline of Tejas Drive. All ground features will be included but not limited to, natural ground spot elevations, grade breaks, slope tops and bottoms, edge of pavement, drainage structures, visible utilities, fences, hardwood trees 6" and larger, power poles, etc. LJA will collect dense enough data to create 1' contours.
4. Provide boundary line retracement survey of adjacent platted lot lines coincident with the west line of the City of Round Rock owned subject tracts. Found corner monuments, calculated corner locations and lot lines will be depicted on the base map for final deliverables.
5. Prepare an electronic control, design survey topographic base map and surface files in MicroStation format. Property and parcel

lines will be shown based on field survey and available electronic information obtained from Williamson County Appraisal District and the County Recorders Office. Deliverables will include signed and sealed control map sheet, electronic copies of the base map, field notes and sketches, photographs of control monuments and structures and an electronic point file.

6. Provide electronic copies of all QA/QC documents create to check the calculation and mapping results for final delivery.

ASSUMPTIONS

In preparing this proposal, we have made the following assumptions:

- There are no access issues, boundary problems, disputes, or lawsuits associated with the tracts, which would affect the completion of the survey work.
- No Title will be needed for this survey. If needed, Title Commitment will be provided by Client or Clients Representative.
- LJA Survey will perform the research for the subject tracts to be shown in the base map at the Williamson County Appraisal District web site. The position of the electronic files will be imported into the base map for approximate location only.
- No individual Boundary Survey plats, setting property corners or metes and bounds descriptions will be needed in this survey. If needed, these boundary surveying services will require additional scope and cost utilizing either a Lump Sum or Time and Materials fee per our rate sheet will apply.

Figure 1



TASK 3. ENVIRONMENTAL STUDIES

3.1 GENERAL WETLAND DETERMINATION

The Engineer will perform a general determination of wetlands and other “waters of the US” subject to jurisdiction under Section 404 of the Clean Water Act. This will involve a pre-field evaluation of aerial photographs, soil information, topographic maps, and other published sources, followed by a field reconnaissance to verify jurisdictional areas. Our approach for generally determining and mapping the jurisdictional areas on the site for planning purposes is to map them from aerial photography and topographic maps with the aid of field reconnaissance and hand-held GPS location. Jurisdictional areas will be identified in accordance with the general methodologies of the 1987 USACE *Wetlands Delineation Manual (WDM)* and Regional Supplement: Great Plains Region (Version 2.0) (March 2010); USACE Regulatory Guidance Letter (RGL) No. 05-05 (7 December 2005); and 2020 Clean Water Act (CWA) Navigable Waters Protection Rule (NWPR). We will prepare a brief report that provides a map of the jurisdictional areas, if any, along with a general regulatory assessment of planned or potential development activities. The map will be based on the aerial photography and field verification information. Horizon will also provide a general categorization of wetland values for identified jurisdictional areas and include a brief description of regulatory ramifications of potential impacts to these areas.

It should be noted that this level of general determination is sufficient for project planning and due diligence purposes, but is not adequate for USACE review and verification or permitting; a significantly greater level of effort is required for permitting purposes.

If wetland impacts are necessitated, a detailed wetland delineation will likely be required to accurately determine the areal extent of wetland impacts and to accompany the USACE permit authorization request. If this level of effort is later required, the scope of work can be provided.

3.2 CULTURAL RESOURCES

A Horizon archeologist will first access the Texas Historic Commission's (THC's) Texas Archeological Sites Atlas (*Atlas*) database to ascertain the number, type, and significance of any previously recorded archeological sites and cemeteries within a 0.6-mile (1.0-kilometer [km]) perimeter of the Project Area. The review of this database will also allow for the determination of whether the property has been previously assessed for cultural resources. Additionally, the National Park Service's (NPS) Google Earth National Register of Historic Places (NRHP) map layer will be accessed to determine if any properties listed on the NRHP are present within the 0.6-mile (1.0-km) review perimeter.

In addition to the database reviews, Horizon will review soil maps containing the Project Area to determine the potential for soils capable of containing buried and stratified cultural deposits.

Subsequent to this review, the archeologist will then prepare a formal agency consultation letter that presents a description of the undertaking, the findings of the background review, as well as the archeologist's opinion regarding the probability for undocumented and/or intact cultural resources being present within the limits of the Project Area. This letter will then conclude with a request for the THC to comment on whether a formal cultural resources survey of the Project Area is required.

If a permitting agency requires a formal intensive cultural resources survey of the project based on the results of the background review, a new proposal and costs will need to be submitted to cover any necessary field investigations and reporting.

TASK 4. PS&E CHANNEL GRADING

4.1 HYDROLOGY

The engineer will delineate channel, culvert, and storm sewer drainage areas, calculate times of concentration, determine land use runoff values, and calculate peak flow rates for the channel. All results will be compared to the 2D model created in previous work authorization for verification purposes.

4.2 HYDRAULICS

The engineer will utilize topographical survey, supplemented with LIDAR data to generate an existing hydraulic model in FHWA's HEC-RAS of the greenbelt channel. Cross sections will be cut every 50' and at critical locations along the channel including bends, and upstream and downstream of existing roadway culverts. All hydraulic inputs including Manning's N coefficients and channel characteristics will be field verified and compared to the hydraulic results of the 2D model for verification purposes. Proposed culverts will be sized in HEC-RAS.

Storm sewer improvements will be sized and placed on Windy Cove and Knollwood to capture runoff and convey to the greenbelt channel. Inlets and pipes will be placed using GeoPak Drainage to determine inflow and capacity characteristics. All improvements will be detailed in a storm sewer plan and profile sheet.

4.3 WATER QUALITY

The engineer will prepare and submit a Water Pollution Abatement Plan Exception request to TCEQ. Correspondence with Kevin Smith at TCEQ via email on 9/8/2020 advised that this would be proper documentation for this project with no geologic assessment, and no permanent water quality controls required.

4.4 QA/QC

The Engineer will perform a QA/QC of all documents prior to milestone review meetings. Require these reviews:

- Detailed Check Review for all designs, models, calculations, and exhibits
- Construction Plans (50%, 75%, and 100%)
- Construction Quantities (100%)

Deliverables

The Engineer will develop the following plan sheets and perform the following engineering tasks in accordance with City of Round Rock's guidelines. All PS&E sheets will be 11" x 17". PS&E deliverables will include a 50%, 75%, and 100% milestone submittals.

- Cover Sheet
- General Notes
- Survey Control Map
- Drainage Area Maps
- Channel grading typical sections
- Channel plan and profile sheets
- Storm Sewer Plan and Profile sheets.
- Culvert layouts (2)
- Channel Hydraulic Data Sheets
- Culvert hydraulic data
- Erosion Control and Tree Protection Plan
- Technical Specifications

- Misc. Detail Sheets
- TCEQ WPAP Exception Request
- Construction quantities and cost estimates

TASK 5. PS&E WATER LINE

The proposed drainage improvement project includes the replacement of an existing 12-inch asbestos cement pipe located under the drainage channel from McNeil Road to Creekview Drive. The Engineer will develop the following plan sheets and perform the following engineering tasks in accordance with City of Round Rock's guidelines. All PS&E sheets will be 11" x 17".

Plan Sheets:

- General Notes: The Engineer shall prepare general notes for the project using standard City of Round Rock notes obtained from the City. Additional notes will be added by the Engineer as necessary.
- E&Q Sheet: Estimate and Quantity Data Sheet
- Project Layout / Horizontal Alignment Layout
- Asbestos Cement Removal Plan Sheet(s)
- Plan and profile sheets
- Tie-In sheets. Review as-builts drawings.
- Standard Construction Details
- Special construction details for project
- Project Manual & Technical Specifications: The Engineer shall prepare a list of specifications complete with standard and special specifications with applicable special provisions needed for the project.
- Submit plans to State (TCEQ).

QA/QC:

The Engineer will perform a QA/QC of all documents prior to milestone review meetings. Require these reviews:

- Detailed Check Review for all designs
- Construction Plans (50%, 75%, and 100%)
- Construction Specifications (100%)

PM will maintain documentation of the reviews and it will be made available to the City at their request. All submittals will include a red line set.

Milestone Comment Resolution:

- Update plans per City of Round Rock comments received from the 50% and 75% review meetings.

Construction Estimates:

- Construction estimate for the water line replacement. The estimate will be in Microsoft Excel spreadsheet format, reflect local Average Unit Bid items and descriptions. The estimate will contain all major items that will likely be on the project (Current unit bid prices,

with a reasonable adjustment for inflation to the anticipated bid opening date, will be used in preparation of the estimates).

Deliverables

The following will be provided for each design phase:

- Electronic Graphics - The Engineer shall provide to the City, an electronic deliverable of the plans (including standard drawings) in PDF Format.
- Hard Copy Submittals – The Engineer shall provide to the City, 2 copies of plans (50%, 75%, and 100%) and specifications (100%).
- Submittals – 50%, 75%, and 100% submittals will be made. Comments and revisions requested at the review meetings shall be incorporated into the plans for the subsequent submittal.

6. BID PHASE

- The Engineer Will:
 - Prepare Contract Documents and Create Project Manual
 - Assist the City with Contract advertisement for the New Hope Drive project including preparation of notice and arranging for placement of the advertisement in appropriate newspapers and other media as required. Fees for the advertising will be paid directly by the City and are not included in this Contract.
 - Coordinate with local print shop to distribute plans and project manuals to interested bidders.
 - Conduct the Pre-Bid Conference
 - Answer Bid Questions
 - Conduct the Bid Opening
 - Prepare the Bid Tabulation and provide the City with a Recommendation of Award.
 - Assist the City in execution of the construction contract.
- **Deliverables:**
 - Notice of Bid
 - Pre-Bid Conference Meeting Minutes and Attendance List
 - Addenda as required
 - Bid Tabulation
 - Recommendation of Award

EXHIBIT C

Work Schedule

Task	Begin	End
Notice To Proceed	10/1/2020	10/1/2020
Topographical Survey	10/5/2020	10/21/2020
Environmental Studies	10/20/2020	11/20/2020
PS&E	10/21/2020	3/19/2021
50% Submittal	10/21/2020	12/18/2020
50% City Review	12/18/2020	1/8/2021
75% Submittal	1/8/2021	2/5/2021
75% City Review	2/5/2021	2/19/2021
100% Submittal	2/19/2021	3/19/2021
Bid Phase	3/19/2021	4/16/2021

EXHIBIT D

Fee Schedule

Attached Behind This Page

EXHIBIT D - RATE SCHEDULE

LJA ENGINEERING RATES	
Postion	Rate (\$/hr)
Project Principal	\$ 275
Project Manager	\$ 245
Quality Manager	\$ 230
Senior Engineer	\$ 215
Project Engineer	\$ 170
Design Engineer	\$ 155
Engineer-in-Training	\$ 135
Senior Structural Engineer	\$ 220
Strucutral Engineer	\$ 195
Senior Engineering Technician	\$ 140
Senior CADD Operator	\$ 125
CADD Operator	\$ 100
Utility Engineer	\$ 150
GIS Analyst/Cartography	\$ 130
GIS Technician	\$ 115
Admin	\$ 80

EXHIBIT D - RATE SCHEDULE

LJA ENVIRONMENTAL	
Postion	Rate (\$/hr)
Professional Staff V	\$ 245
Professional Staff IV	\$ 220
Professional Staff III	\$ 195
Professional Staff II	\$ 170
Professional Staff I	\$ 145
Project Staff III	\$ 125
Project Staff II	\$ 105
Project Staff I	\$ 90
Technician II	\$ 75
Technician I	\$ 60
Admin III	\$ 135
Admin II	\$ 85
Admin I	\$ 65

EXHIBIT D - RATE SCHEDULE

LJA SURVEY	
Postion	Rate (\$/hr)
Principal RPLS	\$ 200
Sr. Project Manager/RPLS	\$ 185
Project Manager/RPLS	\$ 160
Sr. Project Surveyor	\$ 140
Project Surveyor	\$ 125
Survey Technician	\$ 105
Survey Draftsman	\$ 90
One-Man Survey Crew	\$ 125
Two-Man Survey Crew	\$ 155
Three-Man Survey Crew	\$ 180
Four-Man Survey Crew	\$ 210
Abstractor	\$ 70
Clerical	\$ 60

ATTACHMENT D	
SERVICES FOR GRRW GREENBELT CHANNEL GRADING:	
LABOR	
LJA Engineering (Prime)	\$ 107,000.00
LJA Environmental (Horizon Environmental)	\$ 4,635.00
LJA Surveying	\$ 12,785.00
DIRECT COSTS	
LJA Engineering (Prime)	\$ 216.00
TOTAL	\$ 124,636.00

GRRW - CHANNEL GRADING - LJA ENGINEERING													
TASK DESCRIPTION	Project Principal	Project Manager	Quality Manager	Senior Engineer	Project Engineer	Design Engineer	Engineer in Training	Senior Engineering Technician	Senior CADD Operator	Cadd Operator	Utility Engineer	Admin	Total
	275.00	245.00	230.00	215.00	170.00	155.00	135.00	140.00	125.00	100.00	150.00	80.00	
	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS
TASK 1 - PROJECT MANAGEMENT													
Prepare Monthly Invoices		8										8	16
Prepare/Manage Project Scheduling		16											16
Team Meetings		6			6	6							18
TASK 1 TOTAL HOURS	0.0	30.0	0.0	0.0	6.0	6.0	0.0	0.0	0.0	0.0	0.0	8.0	54.0
TASK 1 TOTAL FEE	\$0	\$7,350	\$0	\$0	\$1,020	\$930	\$0	\$0	\$0	\$0	\$0	\$640	\$10,180
TASK 4 - PS&E CHANNEL GRADING													
4.1 Hydrology Calculations				2		4	4						10
4.2 Channel Hydraulics Modeling				2		8	16						26
Storm sewer hydraulics modeling				2		8	8						
4.3 Water Quality - Prepare WPAP Exception				8	8	8							24
4.4 QA/QC		16	24										40
Drainage Area Maps				2	2	4	4	2	2				16
Channel Typical Sections				2	2	4	4	2	2				16
Channel Plan and Profile				2	2	4	4	2	2				16
Storm sewer plan and profile sheets				2	2	4	4	2	2				
Culvert Layouts				2	2	4	4	2	2				16
Channel Hydraulic Data Sheets				2	2	2	2		2				10
Culvert Hydraulic Data Sheets				2	2	2	2		2				10
Misc. Detail sheets				2	2	4	4	2	2				16
Construction Quantities and Cost Estimates				2	2	4	4	2	2				16
													0
TASK 4 TOTAL HOURS	0.0	16.0	24.0	32.0	26.0	60.0	60.0	14.0	18.0	0.0	0.0	0.0	250.0
TASK 4 TOTAL FEE	\$0	\$3,920	\$5,520	\$6,880	\$4,420	\$9,300	\$8,100	\$1,960	\$2,250	\$0	\$0	\$0	\$42,350
TASK 5 - PS&E WATER LINE													
5.1 Waterline Replacement													
5.1.0 Utility Coordination to collect information on existing utilities within project area											16		16
5.1.1 General Notes Sheet					1		2						3
5.1.2 Estimate and Quantity Data Sheet					4		8						12
5.1.3 Project Layout / Horizontal Alignment Layout sheet					4		8						12
5.1.5 Plan and profile sheets					40		120						160
5.1.6 Tie-In Sheet					4		12						16
5.1.7 Standard Construction Details					2		8						10
5.1.9 QA/QC (50%, 75%, 100% design)			24										24
5.1.10 PM Review		6											6
5.1.11 Project Manual with Technical Specifications					4		8						12
5.1.12 Engineer's Opinion of Probable Construction Costs					4		8						12
5.1.13 Plan Submission to State					2								2
5.2 Milestone Comment Resolution													
5.2.1 Respond to City 50% comments					4		8						12
5.2.2 Respond to City 75% Comments					4		8						12
5.2.3 Respond to State comments					3								3
TASK 5 TOTAL HOURS	0.0	6.0	24.0	0.0	76.0	0.0	190.0	0.0	0.0	0.0	16.0	0.0	312.0
TASK 5 TOTAL FEE	\$0	\$1,470	\$5,520	\$0	\$12,920	\$0	\$25,650	\$0	\$0	\$0	\$2,400	\$0	\$47,960
TASK 6 - BIDDING PHASE SERVICES													
10.a Bidding Phase Services													
Prepare All Applicable Construction Documents For Bidding		2		4									6
Attend Pre-Bid Meeting		2		4									6
Respond to Bidder's Questions		2		4									6
Prepare Project Addenda (Up to 3)		2		4									6
Analyze Contractor Bids, Prepare Bid Tabulation, Produce Recommendation Letter		2		4									6
													0
TASK 5 TOTAL HOURS	0.0	10.0	0.0	20.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	70.0
TASK 5 TOTAL FEE	\$0	\$2,450	\$0	\$4,300	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$9,150
TOTAL LJA ENGINEERING													
TOTAL HOURS (LJA)	0.0	62.0	48.0	52.0	108.0	66.0	250.0	14.0	18.0	0.0	16.0	8.0	686.0
TOTAL LABOR FEE (LJA)	\$0	\$15,190	\$11,040	\$11,180	\$18,360	\$10,230	\$33,750	\$1,960	\$2,250	\$0	\$2,400	\$640	\$107,000

GRRW - CHANNEL GRADING - HORIZON ENVIRONMENTAL										
TASK DESCRIPTION	Professional Staff V	Professional Staff IV	Professional Staff III	Professional Staff II	Professional Staff I	Project Staff III	Project Staff II	Project Staff I	Technician II	Total
	245.00 HOURS	225.00 HOURS	195.00 HOURS	170.00 HOURS	145.00 HOURS	125.00 HOURS	105.00 HOURS	90.00 HOURS	75.00 HOURS	HOURS
TASK 3.1 – WETLAND DETERMINATION										
Wetland Determination					4	1		18	2	
TASK 1 TOTAL HOURS	0.0	0.0	0.0	0.0	4.0	1.0	0.0	18.0	2.0	25.0
TASK 1 TOTAL FEE	\$0	\$0	\$0	\$0	\$580	\$125	\$0	\$1,620	\$150	\$2,475
TASK 3.2 – CULTURAL RESOURCES										
Desktop Review		4								
SHPO Consultation Letter		4								
GIS/Maps for SHPO Consultation Letter								4		
TASK 2 TOTAL HOURS	0.0	8.0	0.0	0.0	0.0	0.0	0.0	4.0	0.0	12.0
TASK 2 TOTAL FEE	\$0	\$1,800	\$0	\$0	\$0	\$0	\$0	\$360	\$0	\$2,160
TOTAL Task 3										
TOTAL HOURS	0.0	8.0	0.0	0.0	4.0	1.0	0.0	22.0	2.0	37.0
TOTAL LABOR FEE	\$0	\$1,800	\$0	\$0	\$580	\$125	\$0	\$1,980	\$150	\$4,635

GRRW - CHANNEL GRADING LJA SURVEY									
TASK DESCRIPTION	Sr. Project Manager RPLS	Project Manager RPLS	Sr. Project Surveyor	Project Surveyor	Survey Technician	Survey Draftsman	Two Man Survey Crew	Clerical	Total
	185.00	160.00	140.00	125.00	105.00	90.00	155.00	60.00	
	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS
TASK 2 – TOPOGRAPHICAL SURVEY									
Task 2.1 - RPLS/Proj. Man., ROE Letters and Notifications	1	1						1	3
Task 2.2 - Control (3 Total)			1		1	6	3		11
Task 2.3 - Design Survey (drainage, visible utilities, trees (6" and above hardwoods) and 100' cross sections @50 feet wide.		1		2	2		30		35
Task 2.4 - Boundary Line Retracement Survey		1		1	6	10	10		28
Task 2.5 - Design Survey Mapping		1		1	4	12			18
Task 2.6 - QA/QC Review and Delivery		2			2	2			6
TASK 2 TOTAL HOURS	1.0	6.0	1.0	4.0	15.0	30.0	43.0	1.0	101.0
TASK 2 TOTAL FEE	\$185	\$960	\$140	\$500	\$1,575	\$2,700	\$6,665	\$60	\$12,785

LJA**GRRW GREENBELT CHANNEL GRADING****LJA'S OVERHEAD DIRECT COSTS**

DIRECT REIMBURSABLE EXPENSES	Rate	Quantity	Cost
Photocopies B/W (8 1/2" X 11") / each	\$0.12	50	6
Photocopies B/W (11" X 17") / each	\$0.20	200	\$40.00
Photocopies Color (8 1/2" X 11") / each	\$0.75	50	\$37.50
Photocopies Color (11" X 17") / each	\$1.50	50	\$75.00
Mileage	\$0.58	100	\$57.50
	TOTAL LJA DIRECT COSTS		\$216.00

EXHIBIT E

Certificates of Insurance

Attached Behind This Page



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/8/2020

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 USI Southwest 9811 Katy Freeway, Suite 500 Houston TX 77024	CONTACT NAME: Shelly Brandman/Michelle Weweh PHONE (A/C, No, Ext): 713 490-4600 FAX (A/C, No): E-MAIL ADDRESS: shelly.brandman@usi.com
INSURED LJA Engineering, Inc. **Additional Named Insureds Below** 3600 W Sam Houston Parkway S, Suite 600 Houston TX 77042	INSURER(S) AFFORDING COVERAGE INSURER A: Hartford Casualty Insurance Company INSURER B: Hartford Fire Insurance Company INSURER C: Texas Mutual Insurance Company INSURER D: Lexington Insurance Company INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 1986696609**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
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PD Ded:10,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			61UUNDD3469	9/1/2020	9/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 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 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> BI/PD Ded: 10,000			61UEND9226	9/1/2020	9/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			61XHUHH0569	9/1/2020	9/1/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	0002002511	9/1/2020	9/1/2021	<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
D	Professional Liability			031565496	9/1/2020	9/1/2021	\$5,000,000 \$5,000,000 Per Claim Annl Aggr.

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

Berg-Oliver Associates, Inc.; 14701 St. Mary's Lane, Suite 400; Houston, TX 77079

Horizon Environmental Services, Inc.; 1507 South IH 35; Austin, TX 78741

LJA Infrastructure, Inc.; 2929 Briarpark Drive, Suite 600; Houston, TX 77042

See Attached...

CERTIFICATE HOLDER**CANCELLATION**City of Round Rock
Attn: City Manager
221 E. Main Street
Round Rock TX 78664

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

AUTHORIZED REPRESENTATIVE

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ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY USI Southwest		NAMED INSURED LJA Engineering, Inc. **Additional Named Insureds Below** 3600 W Sam Houston Parkway S, Suite 600 Houston TX 77042	
POLICY NUMBER			
CARRIER	NAIC CODE		
		EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

LJA Rail, LLC; 2929 Briarpark Drive, Suite 320; Houston, TX 77042

LJA Surveying, Inc.; 2929 Briarpark Drive, Suite 175; Houston, TX 77042

LJA Builds, Inc.; 2929 Briarpark Drive, Suite 320; Houston, TX 77042

LJA Environmental Services, LLC; 2929 Briarpark Drive, Suite 600; Houston, TX 77042

David C. Baldwin, Inc. dba DCBA Landscape Architecture; 730 E. Park Blvd; Plano, TX 75704

General Liability Maximum Annual Aggregate limit \$10,000,000

All policies listed (except for Work Comp and Professional Liability) include an automatic Additional Insured that provides Additional Insured status to the Certificate Holder only when there is a written contract that requires such status, and only regarding work performed on behalf of the named insured per policy forms HG0001 09/16 (includes ongoing operations) & CG2038 04/13 (GL); HA9916 03/12 (AL); XL0003 09/16 (UL).

Coverage provided on the General and Auto Liability is primary and non-contributory if required by a written contract executed prior to a loss.

All policies listed provide a Blanket Waiver of Subrogation when required by written contract executed prior to a loss per policy forms HG0001 09/16 (GL); HA9916 03/12 (Auto); XL0003 09/16 (UL); and WC420304B (WC).

The Umbrella Liability policy follows form to the underlying General, Automobile and Employers Liability policies.

All policies listed include an endorsement providing that 30 days notice of cancellation for reasons other than nonpayment of premium and 10 days notice of cancellation for non-payment of premium will be given to the Certificate Holder by the Insurance Carrier, if required by written contract.