

**EXHIBIT
"A"**



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

FIRM: BGE, INC. ("Engineer")
ADDRESS: 101 West Louis Henna Boulevard, Suite 400, Austin, TX 78728
PROJECT: 1 Million Gallon Reuse Ground Storage Tank

THE STATE OF TEXAS

§

COUNTY OF WILLIAMSON

§

§

THIS CONTRACT FOR ENGINEERING SERVICES ("Contract") is made and entered into on this the ____ day of _____, 2021 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 Two Hundred Fifteen Thousand Three Hundred Six and No/100 Dollars, (\$215,306.00). 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:

Stacey Gould
Project Manager
101 West Louis Henna Boulevard, Suite 400
Austin, TX 78728
Telephone Number (512) 879-0412
Fax Number N/A
Email Address Sgould@bgeinc.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:

Stacey Gould
Project Manager
101 West Louis Henna Boulevard, Suite 400
Austin, TX 78728

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

BGE, INC.

By:  _____
Signature of Principal
Printed Name: ROMAN GRIMALVA

LIST OF EXHIBITS ATTACHED

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

EXHIBIT A

City Services

- City of Round Rock will provide digital design files for project evaluation to the Engineer, as needed.
- City of Round Rock will provide any records available which would assist in the completion of the project development.
- City of Round Rock will provide timely reviews and decisions necessary to maintain the project work schedule.
- City of Round Rock will develop and submit the minor amendment to the existing Texas Commission on Environmental Quality (TCEQ) discharge permit (30 TAC Chapter 210 reuse authorization) requesting an increase in total storage and provide coordination with TCEQ.

EXHIBIT B

Engineering Services

Attached Behind This Page

EXHIBIT B

Scope for Engineering Services Agreement for the City of Round Rock

1 MILLION GALLON REUSE GROUND STORAGE TANK ENGINEERING SERVICES

The scope set forth herein defines the work to be performed by BGE, Inc. (ENGINEER) in completing the City of Round Rock (CORR) 1 Million Gallon Reuse Ground Storage Tank (PROJECT). Both the CORR and ENGINEER have attempted to clearly define the work to be performed and address the needs of the PROJECT. This project will increase the amount of reuse water storage available at the reuse facility at the East Wastewater Treatment Plant. More storage is needed because of the higher peak demands on the system since its inception in 2012.

BASIC SERVICES

- Task 1. Project Management and Meetings
- Task 2. Data Acquisition and Initial Investigations
- Task 3. Surveying
- Task 4. Construction Documents
- Task 5. Electrical / Instrumentation & Control / SCADA
- Task 6. Geotechnical Engineering
- Task 7. TCEQ Permit
- Task 8. Bid Phase Services

Project Description

The PROJECT will increase the amount of reuse water storage available at the reuse facility at the East Wastewater Treatment Plant. More storage is needed because of the higher peak demands on the system since its inception in 2012.

Task 1. PROJECT MANAGEMENT AND MEETINGS

BGE will perform the functions to manage the project in a manner to fulfil the contractual requirements. Specific management tasks include:

1. Project Management. Provide monthly project status reports throughout the design, bid and construction phases. Reports will indicate activities completed since the last report and upcoming activities.
2. Design coordination. Provide ongoing communications and coordination with the design team. This will include informal routine communications and a weekly team coordination conference call (limited to one hour per week).

3. Schedule Development and Management. Develop a design phase schedule and manage the design based on that schedule. Update to the schedule will be completed monthly and included in the monthly status report.

Task 2. DATA ACQUISITION AND INITIAL INVESTIGATIONS

ENGINEER will perform the following:

1. Kickoff Meeting and Site Investigation

ENGINEER will perform the following kickoff meeting and site investigations:

- a. Attend one kickoff meeting with CORR;
- b. Visually inspect and verify existing infrastructure and utilities at PROJECT site;
- c. Visit the CORR wastewater treatment plant.

2. Floodplain Assessment

ENGINEER will review published floodplain maps in an effort to assess the flooding potential at the PROJECT site.

ASSUMPTIONS

1. The proposed PROJECT site will not change once a location is provided by the CORR.
2. Research and review of development standards and their impact on architectural design are not included in this scope of services.
3. Boundary survey to confirm site property line, easements, rights-of-way and property ownership verification of adjacent properties will be performed by others and will be provided to ENGINEER for incorporation into the site design.
4. It is assumed that geotechnical borings have been executed from previous onsite projects and will be available for incorporation into the PROJECT's design.

DELIVERABLES

1. Site exhibits including a location map, a topographical relief map, preliminary site layout, and floodplain map.
2. Technical memorandum incorporating said exhibits and providing a recommendation with an estimated cost estimate.

Task 3. SURVEYING

ENGINEER will perform the following:

1. Perform a topographic survey of the proposed +/- 1.7 acre site. Produce a one (1) foot interval contour map of the site. Topographic survey will locate all surface

- features such as existing structures, edge of driveway, power poles, fences, visible or marked utilities, etc.
2. It is assumed that benchmarks established by others will be utilized to establish horizontal and vertical control and is based on State Plane Coordinate System (Surface Coordinates, NAD 83 for horizontal control and NAVD 88 for vertical control).

DELIVERABLES

1. Topographic survey.

Task 4. CONSTRUCTION DOCUMENTS

ENGINEER will perform design services required to produce 60%, interim, and 100% design packages for review by CORR.

1. Each package will include design drawings, specifications, and an engineer's opinion of probable construction cost (EOPCC). Specific sheets included in each package include the following:
 - Cover/Title sheet (1)
 - Drawing Index (1)
 - General Notes (1)
 - Mechanical Drawings –yard piping, tank pipe connections, valve stations, process diagram (6)
 - Civil Drawings – grading, drainage, site plan, site restoration, etc. (10)
 - Erosion and Sedimentation Control Drawings (2)
 - Electrical, Instrumentation and Controls, and SCADA Drawings (10) (Reference Description in Task 5 below)
 - Ground Storage Tank Drawings (4)
 - Potable water pipeline land and profile beginning at the front of the plant to the proposed tank site (as a secondary fill option) (2)
 - Structural Drawings (6)
 - Stormwater Pollution Prevention Plan (SWPPP)
2. ENGINEER will prepare a project manual that will include the following:
 - Front End Documents / Contract Forms. BGE assumes that project forms will be substantially provided by CORR with only minor project specific forms to be edited by BGE

- Technical Specifications. At the 60% level, a list of anticipated standard and special specifications will be submitted. At the 100% level, specifications will be complete for all project equipment and facilities.

ASSUMPTIONS

1. Site security and landscape architecture is not necessary for the PROJECT.
2. The PROJECT will be designed within a 4-month design time frame from the issuance of NTP by CORR.
3. In the interest of completing final construction documents by the end of September, an “interim” design submittal will be provided to the CORR to show progress between the 60% and 100% design submittals.

DELIVERABLES

1. Construction documents, specifications, and EOPCC's at the 60% and 100% submittal milestones.
2. After the CORR has reviewed each design package, a meeting will be held to review comments and address the resolutions. After the meeting, responses to all comments will be provided.

Task 5. ELECTRICAL / INSTRUMENTATION & CONTROLS / SCADA

ENGINEER will complete electrical design, instrumentation and control, and SCADA to include the following services:

1. Drawings for the PROJECT include the following: remote communications, pressure controls, level controls, electrical service requirements, power distribution requirements, generators, etc.
2. Two electrical one-line diagrams options will be evaluated by the CORR. Plan sheets will be provided for network architecture and process/instrumentation diagram.

ASSUMPTIONS

1. ENGINEER has not included any software licenses or hardware in this proposal.
2. A process flow diagram, equipment list, and control strategy will be provided to ENGINEER prior to beginning the design phase.
3. A separate site visit with the power provider, Pedernales Electric Cooperative, is not required at this time.

DELIVERABLES

1. 60%, Interim, and 100% Plan Sheets.

2. One meeting /workshop with CORR staff to discuss electrical/I&C/SCADA needs.

Task 6. GEOTECHNICAL ENGINEERING

BGE's sub-consultant, Raba-Kistner Consultants, Inc. (RKCI), will complete a geotechnical study to explore soil conditions at the location of the proposed ground storage tank. Reference Exhibit B.1 for the fully proposed scope of services.

Task 7. TCEQ PERMITTING

BGE will coordinate with CORR staff for a minor amendment to the existing Texas Commission on Environmental Quality (TCEQ) discharge permit (30 TAC Chapter 210 reuse authorization) requesting an increase in total storage. CORR staff will develop and submit the amendment and provide coordination with TCEQ.

Task 8. BID PHASE SERVICES

BGE will provide Bid Phase Support to CORR during the bid advertisement of the project. Tasks include the following:

1. Bid Management. Place bid advertisements and manage the system of providing bid documents to prospective bidders. Plans and specifications are to be made available for purchase or download by bidders as PDF files.
2. Lead a pre-bid conference to provide prospective bidders project information. ENGINEER will prepare an agenda, attendance list, and conference summary.
3. Provide written response to bidders' questions in the form of addenda. At a minimum, the bid will include an addendum reflecting attendance at the pre-bid conference and any relevant discussion provided therein.
4. Conduct a bid evaluation to consist of the following:
 - a. Evaluate contractor qualifications
 - b. Prepare bid tabulation
 - c. Conduct reference checks on the lowest apparent bidder
 - d. Provide a letter of recommendation to CORR based on ENGINEER'S evaluation and contractor bid responsiveness.

FEE SCHEDULE

<u>BASIC SERVICES</u>	<u>LUMP SUM</u>
Task 1. Project Management and Meetings	\$ 5,518
Task 2. Data Acquisition and Initial Investigations	\$ 10,450
Task 3. Surveying	\$ 6,390
Task 4. Construction Documents	\$ 118,349
Task 5. Electrical / Instrumentation & Control / SCADA Assessment	\$ 35,330
Task 6. Geotechnical Engineering	\$ 11,900
Task 7. TCEQ Permit	\$ 2,240
Task 8. Bid Phase Services	\$ 9,043
TOTAL	\$ 215,306

EXHIBIT B.1



[Delivery by Email: RGrijalva@bgeinc.com]

Proposal No. PAA21-122-00
June 21, 2021

Mr. Ramon Grijalva, PE, PMP
Director, Public Works
BGE, Inc.
1701 Director's Boulevard, Suite 1000
Austin, Texas 78744

8100 Cameron Road, Suite B-150
Austin, TX 78754

P 512.339.1745
F 512.339.6174
TBPE Firm F-3257

WWW.RKCI.COM

**RE: Proposal for Geotechnical Engineering Study
City of Round Rock Waste Water Treatment Plant (WWTP) – Storage Tank
3939 East Palm Valley Boulevard
Round Rock, Texas**

Dear Mr. Grijalva:

RABA KISTNER Consultants, Inc. (RKCI) is pleased to submit this proposal for Geotechnical Engineering Services for the above referenced project. The broad objectives of our study will be to explore soil conditions at the location of a new storage tank and to develop pavement design recommendations and construction guidelines for an access drive to the tank. Described in this proposal are:

- our understanding of pertinent project characteristics;
- our proposed scope for field and laboratory study;
- our proposed scope for engineering evaluation and reporting;
- our tentative project schedule; and
- our lump sum study cost.

Project Description

Under consideration in this study is a new storage tank to be located at the City of Round Rock WWTP located at 3939 East Palm Valley Boulevard in Round Rock, Texas. Based on a site plan showing the general location of the new tank, we understand the tank will be located near the northeast corner of the site. We also understand a new driveway is proposed for access to the tank site. The pavement systems are expected to be comprised of either flexible (asphalt) and/or rigid (concrete) pavements.

Field Study

Based on information provided by BGE, Inc., RKCI will conduct the following subsurface exploration program at the subject site.

Proposed Structure	Number of Borings	Depth, ft	Total Depth, ft
Storage	7	20	140
Pavement	1	5	5
Total Drilling Footage			145

If boring location are not marked in the field by others, RKCI will mark boring locations in the field utilizing tape and right angle measurements from existing benchmarks or using a recreational grade Global Positioning System (GPS) device. Our scope of service does not include surveying in the boring location.

The borings will be advanced to their targeted completion depths below the existing ground surface utilizing a truck mounted drilling rig. Based on our review of the Geologic Atlas of Texas, the site appears to be naturally underlain by Alluvium overlying Austin Chalk limestone. Therefore, we anticipate sampling will consist of conventional Shelby-tube, split-spoon, and NX rock core sampling techniques. Representative portions of the samples will be sealed, identified, packaged, and transported to our laboratory for subsequent testing and classification. The borings will be backfilled utilizing auger cuttings and/or bentonite generated during drilling activities. For conditions where borings are advanced through concrete and/or asphalt surfaces, the boreholes will be backfilled with auger cuttings and bentonite and then patched with similar coverings.

Water level readings will be recorded for the open boreholes during drilling and upon drilling completion. If free water is encountered during drilling, the RKCI geologist will temporarily suspend drilling operations and obtain water level measurements in the open borehole at 5-minute intervals over a 15-minute time interval. Water level measurements will also be recorded at completion of drilling prior to backfilling the boreholes with the auger cuttings and spoils generated during the drilling operations.

Samples collected will be retained in our laboratory for 30 days after submittal of the final geotechnical report.

Laboratory Testing

Upon completion of the subsurface exploration, a testing program will be designed to define the strength and classification characteristics of the subgrade soils. The laboratory testing program is anticipated to include moisture content tests, Atterberg Limits (plasticity) tests, unconfined compression tests, and grain size analyses, sulfate and pH determinations. However, the actual type and number of laboratory tests will be based on the subsurface conditions encountered in the borings. The laboratory testing will be performed in general accordance with applicable ASTM standards. For pavement design, a California Bearing Ratio (CBR) test value will be assumed based on the laboratory test results performed to estimate the strength of the subgrade soils.

Engineering Report

The results of the field and laboratory phases of the study will be reviewed by our staff of engineers and geologists. The results of our review, together with the supporting field and laboratory data, will be presented in a written, engineering report. The Geotechnical Engineering Report will include the following information and recommendations, if applicable:

- A boring location map and boring logs;
- A summary of the field and laboratory sampling and testing program,
- A summary of the laboratory test results;

Proposal No. PAA21-122-00
June 21, 2021

- A review of general site conditions including descriptions of the site, the subsurface stratigraphy, groundwater conditions, and the presence and condition of fill materials, if encountered;
- Seismic site class parameters;
- Expansive, soil-related movements using an empirical method for predicting Potential Vertical Rise (PVR) developed by the Texas Department of Transportation for at-grade construction;
- Flexible and rigid pavement component thickness recommendations for light duty and medium/heavy duty parking and driveways.

Our scope of work does not include a geologic fault study nor does it include conducting test pits at the site. The final report will be produced in a digital PDF and delivered via email.

Tentative Project Schedule

Based on our present workload and weather permitting, we anticipate that we could begin the field exploration phase of this study within 5 to 7 working days of receiving your written authorization, provided the site is accessible to our truck-mounted drill rig and the Client has supplied us with available information regarding existing utilities and below grade structures on site. The field exploration and laboratory testing phase of the study is expected to take approximately 5 to 7 working days to complete. Preparation of the engineering report including pavement design recommendations is expected to take an additional two weeks to complete. We will be pleased to provide the design team with verbal design information as the data becomes available, once drilling has been completed.

Project Cost

The total lump sum cost for the study scope outlined herein is **\$11,900**.

It is our understanding that the Client will provide access to all boring locations for a conventional, truck-mounted drilling rig and that the Client will provide underground utility clearance. RKCI will assist in locating underground utilities, provided the Client submits documentation of existing utility locations. RKCI will take all precautions to prevent damage to property; however, RKCI cannot be responsible for tire rutting.

It should be noted that our study scope and project cost does not include professional time and travel expenses for participation in design team meetings. Furthermore, our estimate does not include professional time for plan review to determine whether the drawings comply with the intent of the geotechnical recommendations.

Acceptance

We appreciate the opportunity of submitting this contract and look forward to working with you in the development of this project, which will be carried out in accordance with this letter and the following attachments:

Proposal No. PAA21-122-00
June 21, 2021

<u>Attachment</u>	<u>Description</u>
I	Standard Terms and Conditions
II	Schedule of Fees

Please return one signed copy of this letter proposal to provide written authorization for our firm to complete work on the services outlined herein. Our invoices are due and payable upon receipt at P.O. Box 971037, Dallas, Texas 75397-1037.

RKCI considers the data and information contained in this proposal to be proprietary. This statement of qualifications and any information contained herein shall not be disclosed and shall not be duplicated or used in whole or in part of any purpose other than to evaluate this proposal.

Very truly yours,

RABA KISTNER CONSULTANTS, INC.

Accepted
By:



Reed S. Kistler, P.E.
Project Manager

Signature



Yvonne Garcia Thomas, P.E.
Vice President

Typed or Printed Name

RSK/YGT: JG
Attachments I & II
Copies Submitted: Above (1)

Title

Date

EXHIBIT C

Work Schedule

Attached Behind This Page

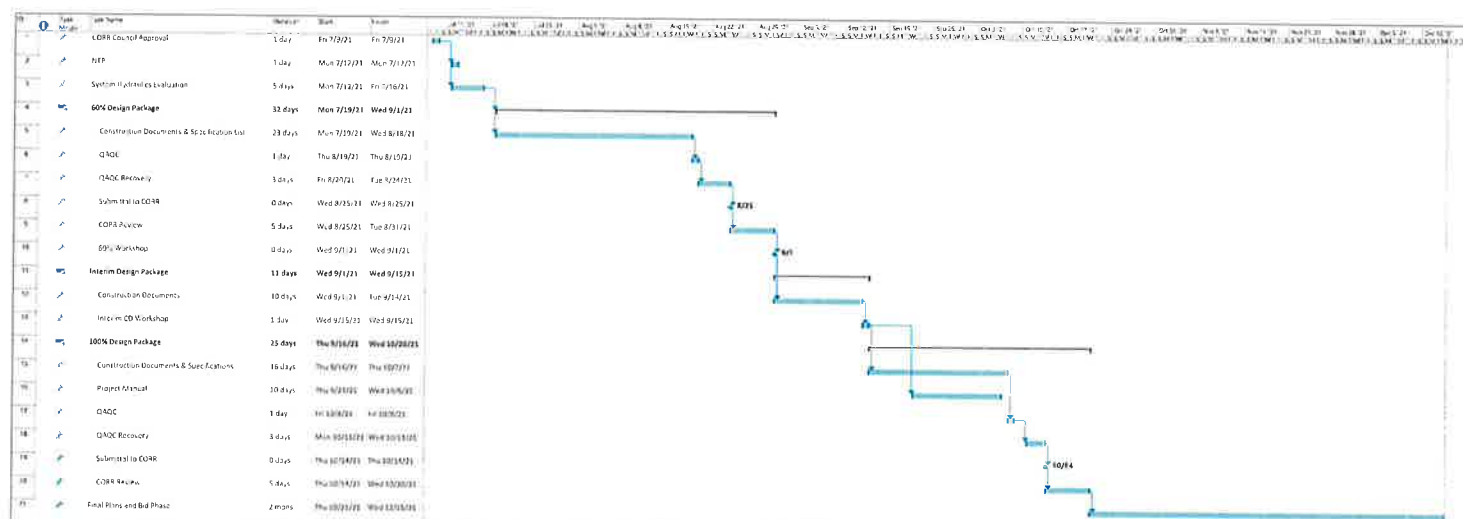


EXHIBIT D

Fee Schedule

Attached Behind This Page

**FEE ESTIMATE FOR
City of Round Rock
1 Million Gallon Reuse Ground Storage Tank Project**

EXHIBIT D - FEE SCHEDULE

ITEM #	Project Name: 1 Million Gallon Reuse Ground Storage Tank Rev. Date: 7/20/21 REV. 2 Prepared By: Roman Gojewa	Project Principal	Project Manager	RPLS Manager	Project Engineer	EIT I	CAD V	Admin IV	Surveying Crew	IGS Sub-Total	Hydro-Kinetic Sub-Total	PROJECT TOTAL
1	Project Management and Meetings											
1.1	Project Management	4	60	0	0	0	0	8	0	\$ 9,457.00	\$ -	\$ 9,457.00
1.2	Draft Coordination	0	20	0	16	0	0	0	0	\$ 8,300.00	\$ -	\$ 8,300.00
1.3	Schedule	0	16	0	0	0	0	8	0	\$ 3,432.00	\$ -	\$ 3,432.00
	Sub-Total	4	96	0	16	0	0	16	0	\$ 21,604.00	\$ -	\$ 21,604.00
2	Data Acquisition and Initial Investigations											
2.1	Site Investigation	0	4	0	4	4	0	0	0	\$ 1,760.00	\$ -	\$ 1,760.00
2.2	Feasibility Assessment	2	8	0	12	20	24	0	0	\$ 8,470.00	\$ -	\$ 8,470.00
	Sub-Total	2	12	0	16	24	24	0	0	\$ 10,450.00	\$ -	\$ 10,450.00
3	Surveying											
3.1	Field Work	0	0	0	0	0	0	0	25	\$ 4,250.00	\$ -	\$ 4,250.00
4.1	Data Processing	0	0	2	0	0	16	0	0	\$ 2,140.00	\$ -	\$ 2,140.00
	Sub-Total	0	0	2	0	0	16	0	25	\$ 6,390.00	\$ -	\$ 6,390.00
4	Construction Documents (60%, Interim, 100%)											
4.1	Construction Documents	9	58	0	188	196	296	4	0	\$ 107,671.00	\$ -	\$ 107,671.00
4.2	Project Manual	6	24	0	24	40	0	12	0	\$ 15,528.00	\$ -	\$ 15,528.00
	Sub-Total	15	82	0	212	236	296	16	0	\$ 123,199.00	\$ -	\$ 123,199.00
5	Electrical I&C/SCADA											
5.1	Drawings	4	8	0	16	32	144	0	0	\$ 24,340.00	\$ -	\$ 24,340.00
5.2	Typ Line Diagrams	4	8	0	16	16	56	0	0	\$ 10,990.00	\$ -	\$ 10,990.00
	Sub-Total	8	16	0	32	48	200	0	0	\$ 35,330.00	\$ -	\$ 35,330.00
6	Geotechnical Engineering											
6.1	Field Work and OCR	0	0	0	0	0	0	0	0	\$ -	\$ 11,900.00	\$ 11,900.00
	Sub-Total	0	0	0	0	0	0	0	0	\$ -	\$ 11,900.00	\$ 11,900.00
7	TCEQ Permit											
7.1	TCEQ Permit Amendment	0	0	0	16	0	0	0	0	\$ 2,240.00	\$ -	\$ 2,240.00
	Sub-Total	0	0	0	16	0	0	0	0	\$ 2,240.00	\$ -	\$ 2,240.00
8	Bid Phase Services											
8.1	Bid Management	0	4	0	8	0	0	0	0	\$ 760.00	\$ -	\$ 760.00
8.2	Pre-bid Conference	0	3	0	3	3	0	0	0	\$ 1,335.00	\$ -	\$ 1,335.00
8.3	Questions/Answers	2	8	0	8	8	0	0	0	\$ 4,970.00	\$ -	\$ 4,970.00
8.4	Bid Evaluation	0	4	0	4	4	0	2	0	\$ 1,978.00	\$ -	\$ 1,978.00
	Sub-Total	2	19	0	13	15	8	2	0	\$ 9,043.00	\$ -	\$ 9,043.00
	TOTAL FEE	31	253	2	301	323	544	34	25	\$ 203,406.00	\$ 11,900.00	\$ 215,306.00
	Rate Check	\$ 8,215.00	\$ 46,070.00	\$ 380.00	\$ 42,140.00	\$ 37,145.00	\$ 59,840.00	\$ 3,366.00	\$ 4,250.00	\$ 203,406.00	\$ 11,900.00	\$ 215,306.00

EXHIBIT E

Certificates of Insurance

Attached Behind This Page

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/17/2021

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

USI Southwest
9811 Katy Freeway, Suite 500
Houston, TX 77024
713 490-4600

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

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Valley Forge Insurance Company

20508

INSURER B: Continental Insurance Company

35289

INSURER C: Transportation Insurance Company

20494

INSURER D: Lexington Insurance Company

19437

INSURER E: National Fire Insurance Co. of Hartford

20478

INSURER F:

INSURED

Brown and Gay Engineers, Inc.
DBA BGE, Inc.
10777 Westheimer, Suite 400
Houston, TX 77042

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR 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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		6075541416	12/31/2020	12/31/2021	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
E	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY		6075541433	12/31/2020	12/31/2021	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10000		6075541464	12/31/2020	12/31/2021	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 N N/A	6075541447	12/31/2020	12/31/2021	<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 CLAIMS MADE		031565521	12/31/2020	12/31/2021	\$5,000,000 per claim \$10,000,000 annl aggr.

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

Blanket Additional Insured (all policies except Workers Compensation and Professional Liability) is provided if required by written contract executed prior to a loss, but limited to the operations of the Named Insured per policy forms CNA75079XX 10/16, including completed operations (GL); CA2048 10/13 (Auto).

Coverage provided on the General and Auto Liability is primary and non-contributory if required by written (See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

City of Round Rock
Attn: Juan Martinez
Round Rock, TX

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



DESCRIPTIONS (Continued from Page 1)

contract executed prior to a loss.

Blanket Waiver of Subrogation is provided on all policies as required by written contract executed prior to a loss, except as prohibited by law, per policy form CNA75079XX 10/16 (GL); CA0444 10/13 (Auto); WC420304B 06/14 (WC); CNA75504XX 03/15 (UL).

The Umbrella Follows Form (CNA88301XX 08/17) to the underlying General, Auto and Employers Liability policies.

All policies include an endorsement providing that 30 days notice of cancellation, except 10 days notice for non-payment of premium, will endeavor to be given if required by written contract.

RE: Project: 1 Million Gallon Reuse Ground Storage Tank.