

EXHIBIT

"A"



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

FIRM: GUPTA & ASSOCIATES, INC. ("Engineer")
ADDRESS: 13717 Neutron Road, Dallas, TX 75244
PROJECT: Water Distribution System Generator Addition

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 Ten Thousand One Hundred Eighty-Six and No/100 Dollars, (\$210,186.00). 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:

Kaitlyn Saucedo
Project Manager
3400 Sunrise Road
Round Rock, TX 78665
Telephone Number (512) 218-7076

Mobile Number (512) 401-8517
Fax Number (512) 255-6916
Email Address ksaucedo@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:

George Luke
Engineering Manager
13717 Neutron Road
Dallas, TX 75244
Telephone Number (972) 490-7661
Fax Number N/A
Email Address gluke@gaiconsulting.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:

George Luke
Engineering Manager
13717 Neutron Road
Dallas, TX 75244

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

GUPTA & ASSOCIATES, INC.

By: _____
Signature of Principal
Printed Name: _____ George Luke

LIST OF EXHIBITS ATTACHED

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

EXHIBIT A

City Services

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

1. Record drawings and documents pertaining to projects in the area, including easement documents, construction plans, test records, topography, system maps, etc.
2. Structural record documents for the existing structures.
3. Geotechnical information of each pump station where available.
4. Survey data for each pump station where available.
5. Standard bidding documents to be incorporated by the City into the Project Manual for bidding purposes.

The City of Round Rock will provide the following services:

1. Marked up drawings and specifications after the 60% and 90% design review submittals.
2. Production of the Project Manual.
3. All advertisement of the Project for bidding purposes including posting the Project Manual and any addenda for prospective bidders to download.
4. Receipt of and opening sealed bids from bidders.
5. Escort GAI and sub-consultant personnel during site visits.

EXHIBIT B

Engineering Services

1. Overview and Understanding:

This project will design, bid, and build standby generators (Project) for the City of Round Rock (Owner) at three separate pump stations. Gupta & Associates, Inc. (GAI) will perform both the electrical distribution and controls (ED&C) and the instrumentation and controls (I&C) design as the prime consultant to the Owner. GAI will utilize a subconsultant to perform the civil and structural engineering.

1.1. Project Description – Basic Services

1.1.1. General

Three pump stations are to be retrofitted with automatic transfer switches and standby generators. These locations are:

1. Southeast Elevated Pump Station (Three 50HP motors)
 - a. This pump station has a rather old single-sourced motor control center (MCC).
 - b. There is space on the east side of the elevated storage tank (EST), near the existing electric meter. This is the anticipated location for the generator.
 - c. A new Automatic Transfer Switch (ATS) will be installed adjacent to the existing electric meter on an outdoor equipment rack.
 - i. Power from the existing 400A disconnect switch will be routed to the ATS.
 - ii. Power from the generator will be routed to the ATS.
 - iii. The existing underground conduit from the disconnect switch to the MCC will be rerouted to the ATS. New cable will be installed from the ATS through the existing conduit to the MCC.
2. South81 Pump Station (Two 100HP motors)
 - a. This pump station has a relatively new dual-main MCC.
 - i. One main is from the utility transformer
 - ii. The second main is from a junction box outside on the north wall which serves as a point of connection for a portable generator. This connection point will be left where it is but it will not be utilized for this new generator.
 - b. There is space on the south side of the pumps that appears to be relatively clear of underground utilities. This is the anticipated location for the permanently installed generator.
 - c. A new ATS will be installed on the north wall of the pump station.
 - d. Power from the utility transformer will be re-routed into this ATS. Power from this ATS will be routed into the MCC and connected to what is currently the Utility Main.
 - e. Power from the generator will be routed underground, along the east side of the building to the ATS.
3. Southeast Ground Pump Station (Three 300HP motors)
 - a. This pump station has a relatively new single-sourced MCC.
 - b. There is very little free space from which to choose where to situate the new generator. The most open area is between the ground storage tank (GST) and the driveway, where the driveway turns from north/south to east/west. This is the anticipated location for the generator, but it may be necessary to reroute the driveway to provide adequate clearance.
 - c. There is a relatively old outdoor 1600A switchboard outside the building.
 - i. This switchboard provides ground fault protection as required by NEC Art. 230.95.
 - ii. The utility transformer serves this switchboard and this switchboard serves the relatively new MCC inside the pump station.
 - d. A new 4-pole ATS will be installed inside the pump station on the south wall.
 - i. New conduits will be installed between the existing outdoor switchboard and the new ATS to provide utility power to the ATS.
 - ii. Conduits from the generator will be routed to the ATS to provide emergency power to the ATS.
 - iii. The existing conduits from the outdoor switchboard to the MCC will be abandoned in place and the existing conductors will be removed.
 - iv. New conduits and conductors will be installed overhead from the ATS to the MCC.

EXHIBIT B

Engineering Services

1.1.2. Electrical Distribution and Controls

1. Generators are to be 480V, diesel engine driven.
2. An automatic transfer switch (ATS) will be installed at each location.
3. Services:
 - a. The existing electric utility incoming service will be rerouted to the Normal Source of the ATS.
 - b. The generator will be routed to the Emergency Source of the ATS.
 - c. The output from the ATS will be routed to the existing main service disconnect switch.
4. A preliminary power study will be performed during design. The final power study, including protective device coordination, will be performed during construction by the Construction Contractor.

1.1.3. Instrumentation and Controls

1. Each generator and each ATS will be connected to the existing pump station controller for remote monitoring. GAI assumes the existing pump station controller either has sufficient hardwired I/O points available or has the capability to monitor this equipment via a network cable (RS-485 or Ethernet).
2. The generators and ATS will be programmed to perform an automatic test on a weekly basis.

1.2. Subconsultant Services

GAI will utilize the services of subconsultants to provide the following services:

1. Structural – design of three equipment pads for the generators
2. Site Survey – topographical survey for generator pads
3. Geotechnical – one bore at each location (assuming previous geotechnical report is not available)

2.1. Work Definition

2.1.1. Administrative

This work will include the following administrative services:

1. GAI will provide various submittals for Owner's review of the design process. These submittals are expected to be:
 - d. 60% Design for Owner's review
 - e. 90% Design for Owner's review
 - f. 100% Design for Owner's (and TWDB if needed) review
 - g. Sealed and signed documents for advertisement
 - h. Conformed documents for construction
2. GAI will provide monthly invoicing for this work to Owner. The duration of this Project is expected to be:
 - a. Design Phase: 5 months
 - b. Advertisement: 1 month
 - c. Construction Phase: 10 months
3. GAI will conduct site surveys after notice to proceed is received as needed.
4. GAI will participate in a project initiation meeting.
5. GAI will participate in various design review meetings and workshops with the Owner. These include:
 - a. Owner Design Review Meetings (60%/90%): 2
6. Opinions of Probable Construction Costs (OPCC) will be provided for each submittal.

2.1.2. Preliminary Engineering Report

Not included in scope. Work will begin directly with the design effort.

2.1.3. Final Design – Plan Drawings

EXHIBIT B

Engineering Services

GAI will provide electronic copies of plan drawings for the 60% and 90% submittals in PDF format for review. The bid ready set of plans will be signed and sealed PDF copies. The following is a preliminary list of plan drawings to be provided:

Sheet Number	Description	60% Submittal	90% Submittal
General Sheets			
00-E-01	Legend & Symbols - I	X	X
00-E-02	Legend & Symbols - II	X	X
00-E-03	General Notes	X	X
00-E-04	Standard Details - I	X	X
00-E-05	Standard Details - II	X	X
00-E-06	Generator Standard Details	X	X
Southeast Elevated Pump Station			
10-E-01	Site Plan - Overall	X	X
10-E-02	Site Plan - Enlarged	X	X
10-E-03	Site Plan - Photographs	X	X
10-E-04	One-Line Diagram and Panel Schedule	X	X
10-E-05	Riser Diagram and PLC Interface Diagram		X
South81 Pump Station			
20-E-01	Site Plan - Overall	X	X
20-E-02	Site Plan - Enlarged	X	X
20-E-03	Site Plan - Photographs	X	X
20-E-04	One-Line Diagram and Panel Schedule	X	X
20-E-05	Riser Diagram and PLC Interface Diagram		X
Southeast Ground Pump Station			
30-E-01	Site Plan - Overall	X	X
30-E-02	Site Plan - Enlarged	X	X
30-E-03	Site Plan - Photographs	X	X
30-E-04	One-Line Diagram	X	X
30-E-05	Panel Schedule and Details		X
30-E-06	Riser Diagram and PLC Interface Diagram		X

2.1.4. Advertising and Bidding Services

GAI will provide the following:

1. Provide plans and specifications to Owner for advertisement.
2. Owner will handle all:
 - a. Incorporating GAI provided documents into the Project Manual along with Owner's front-end documents.
 - b. Advertisement, receipt of bids, and opening of bids.
3. Conduct one pre-bid meeting.
4. Respond to Bidders' requests for information (RFIs), issue addenda as required, and provide conformed documents.

2.1.5. Construction Phase Services

GAI will provide the following:

1. Provide conformed documents:
 - a. Four half-size hard copies of plans (two for Contractor, two for Owner).
 - b. Two full-size hard copies of plans (one for Contractor, one for Owner).

EXHIBIT B

Engineering Services

- c. Four hard copies of specifications (two for Contractor, two for Owner).
2. Conduct pre-construction kickoff meeting.
3. Conduct monthly construction progress meetings (assumed qty: 9).
4. Respond to Contractor's RFIs (assumed qty: 3).
5. Review and respond to Contractor's shop drawing and O&M submittals (assumed qty: 30).
6. Participate in on-site startup and commissioning.
7. Conduct in a final walk-through/punchlist site visit and one additional follow-up inspection.
8. Provide record documents based upon Construction Contractor's redline markups:
 - a. Two half-size hard copies of plans for Owner.
 - b. One CD of PDF of plan files.

2.1.6. Special Services

GAI has included, provided by the Subconsultant, provisions for special services that will not be used unless specifically authorized. These services are:

1. Survey: It is understood that survey data should be available for some of the sites. This allowance is provided should that data not be available or is insufficient in the area covered.
2. Geotech: It is understood that Geotech data should be available for some of the sites. This allowance is provided should that data not be available or is insufficient in the area covered.
3. SUE: This allowance should not be needed assuming the Owner is comfortable with where the existing underground lines are. The proposed generator locations were chosen with the understanding that those areas should be free of conflicts.

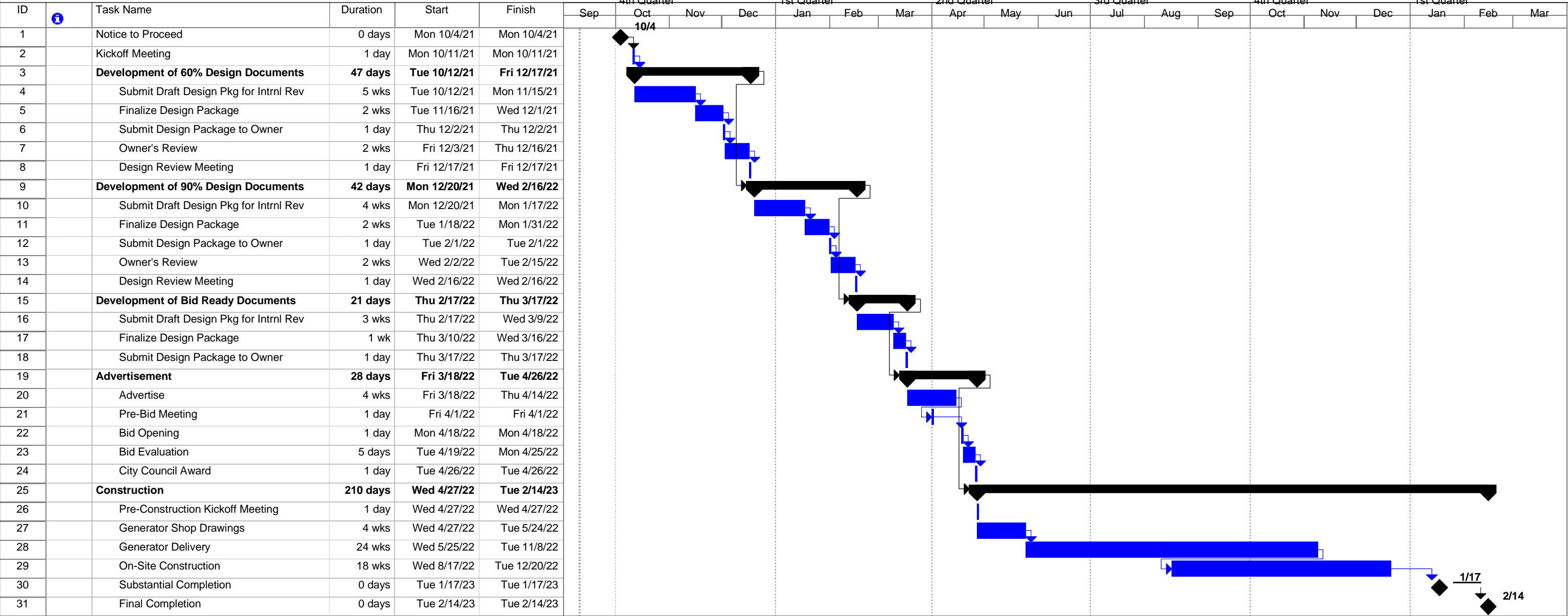
3. Clarifications:

The following items apply to this proposal:

1. Opinions of Probable Construction Costs are engineering estimates and are not warranted.
2. GAI has not included any software licenses or hardware in this proposal.
3. This proposal is valid for 60 days.
4. This proposal is based upon a contract being issued for this scope of work that includes a set of mutually acceptable terms and conditions.

EXHIBIT C

Work Schedule



Project: Preliminary Project Schedule
Date: Fri 9/10/21

Task
Split



Progress
Milestone



Summary
Project Summary



External Tasks
External Milestone



Deadline



EXHIBIT D

Fee Schedule

GAI will perform these services on a fixed fee basis, based upon the following:

Description	Southeast Elevated Pump Station	South81 Pump Station	Southeast Ground Pump Station	Total
Final Design	\$13,969	\$13,969	\$13,969	\$41,907
Advertisement	\$3,309	\$3,309	\$3,309	\$9,927
Construction	\$13,391	\$13,391	\$13,391	\$40,173
Subconsultants ^{1, 2, 3}				
Structural	\$11,743	\$11,743	\$11,743	\$35,229
Civil	\$10,605	\$10,605	\$10,605	\$31,815
Subtotal Basic Services	\$53,017	\$53,017	\$53,017	\$159,051
Special Services ^{3, 4}				
Survey	\$3,395	\$3,395	\$3,395	\$10,185
Geotech	\$7,350	\$7,350	\$7,350	\$22,050
SUE	\$6,300	\$6,300	\$6,300	\$18,900
Subtotal Special Services	\$17,045	\$17,045	\$17,045	\$51,135
Total	\$70,062	\$70,062	\$70,062	\$210,186

Note:

1. Copy of Subconsultant fee proposal attached.
2. Subconsultant fee includes Final Design, Advertisement, and Construction Phase services
3. Subconsultant fee includes 5% markup by GAI.
4. Special Services are shown for each site for budgeting purposes and will not be utilized unless specifically authorized.

08.03.21 (Revised 8.27.21, 09.10.21)

George Luke, PE
Gupta and Associates, Inc.
13717 Neutron Rd
Dallas, TX 75244

Re: Proposal – Scope of Structural Engineering Services and Compensation
City of Round Rock, Texas – Standby Generators at South 81 EST, Southeast EST,
and Southeast GST

Dear George,

We are pleased to express our interest in providing structural engineering, civil engineering, and survey services for the referenced project and offer the following proposal for your consideration.

We understand the scope of the project to be the design of the concrete foundation slab and adjacent site civil improvements for three (3) standby generators located at three (3) different water storage tank/pump stations around the City of Round Rock, Texas. The following are the three sites:

- South 81 Elevated Storage Tank (EST), 2303 South Mays Street
- Southeast Elevated Storage Tank, 2511 Double Creek Road
- Southeast Ground Storage Tank (GST), 2399 Sycamore Trail

The structural and civil engineering scope will include the following key items:

Structural Engineering:

- Structural design of the conventionally reinforced concrete foundation slab on prepared subgrade. The approximate plan dimensions for each foundation will be around 20-ft by 10-ft.
- The subgrade preparation below the foundation will be in accordance with a site-specific geotechnical report.

Civil Engineering:

- Minor grading around the new concrete foundations for the three (3) new standby generators.
- Civil design of additional pavement as needed around the new generator foundations to allow vehicle access.
- Design of bollards around the new generators.
- Subgrade for the pavement will be specified and detailed in accordance with the recommendations in the site-specific geotechnical report.
- Dry utility services will be shown on civil site plans for conduit or direct bury routing and clash detection only. Design of electrical, telephone, cable, fiber optic, and gas services to include cable/conduit/pipe sizing, load requirement, and demand and/or pressure requirements to be provided by others.

PHASE I – PRELIMINARY DESIGN PHASE

Preliminary Design Phase services are not included in this scope.

PHASE II – FINAL DESIGN PHASE

Task II.A: General Management, Meetings, QA/QC and Administrative

JQ will perform duties necessary to coordinate and complete the work which includes:

- Attend project kickoff meeting.
- Attend three (3) Owner progress meetings or review workshops.
- Conduct site evaluations as necessary to perform the condition assessments. One (1) site visit is anticipated.
- Perform QA/QC as required.
- Perform general management and administrative duties necessary to complete the work.
- Submit monthly invoicing.
- Deliverables:
 - 60%, 90% and 100% civil and structural design drawings in electronic PDF format.
 - 60%, 90% and 100% civil and structural specifications in electronic PDF and DOC format
 - 60%, 90% and 100% OPCC in electronic format

Task II.B: 60% Design Documents (2 to 3 Months Duration)

- Perform structural analysis for the concrete foundations.
- Provide detailed 60% civil and structural design drawings for all scoped items.
 - Site and Paving Plans for the three sites
 - Grading Plans for the three sites
 - Civil Site Details
 - Structural Notes, Special Inspections, and Abbreviations
 - Structural Foundation Plans for the three sites
 - Structural Sections and Details (2 to 3 sheets)
 - Structural Typical Details
- Provide detailed 60% civil and structural specifications for all scoped items.
- Provide 60% OPCC for civil and structural related costs.

Task II.C: 90% Design Documents (1 Month Duration)

- Provide detailed 90% civil and structural design drawings for all scoped items (similar sheets as listed above).
- Provide detailed 90% civil and structural specifications for all scoped items.
- Provide 90% OPCC for civil and structural related costs.

Task II.D: 100% Design Documents (1 Month Duration)

- Provide detailed 100% civil and structural design drawings for all scoped items (similar sheets as listed above).
- Provide detailed 100% civil and structural specifications for all scoped items.
- Provide 100% OPCC for civil structural related costs.

PHASE III – BID PHASE

JQ will perform the following during the BID PHASE:

- Review and respond to Bidder inquiry and issue addenda as required.
- Issue conformed documents after successful award of the bid.

PHASE IV – CONSTRUCTION ADMINISTRATION PHASE

JQ will perform the following during the CONSTRUCTION ADMINISTRATION PHASE:

Task IV.A: General Management, Meetings, QA/QC and Administrative

- Attend up to three (3) construction progress site visits with detailed observation reports.
- Attend one (1) substantial completion walkthrough to develop punchlist items for civil and structural scoped items.

Task IV.B: RFI, Submittals, Shop Drawings, CO/FO

- Review and respond to RFI, field queries and provide clarification of the construction document intent.
- Provide review of contract submittals and shop drawings for structural related scope items.
- Review CO/FO as required.

Task IV.C: As-Built Documents

- Provide as-built documents after final completion of the work. JQ will incorporate all RFI, CO/FO as part of the as-built documents. The documents will contain an as-built record set stamp indicating the documents were conformed based on information provided by others. Engineering seals will be removed from the as-built set, in accordance with TBPE guidelines.

SPECIAL SERVICES

Task V.A: Special Service SS-1: Land Surveying Services

Texas Land Surveying Firm Registration No. 10193718

JQ will perform land surveying services at each of the storage tank sites. The services will include the following:

1. Topographic Survey
 - a. Establish a minimum of two (2) temporary control monuments (typically a 5/8-inch iron rod with pink plastic cap stamped JQ TRAVERSE), provide coordinates (northing, easting, and elevation) and graphically show on the topographic surveying exhibit.
 - b. All horizontal survey data will be surveyed relative to the North American Datum of 1983 (NAD 83), Texas Coordinate System of 1983, Central Zone-4203 (surface coordinates).
 - c. All vertical survey data will be surveyed relative to the North American Vertical Datum of 1988 (NAVD 1988).
 - d. Location of permanent improvements on and immediately adjacent to the site.
 - e. Spot elevations on a 25-foot grid or break in grade for hard surface and 50-foot grid or break in grade for natural ground.
 - f. Top of curb and gutter elevations for paving on and adjacent to the site.

- g. Location of all sidewalks on and adjacent to the site.
- h. Location of all buildings with finish floor elevations.
- i. Location of above-ground visible utilities and appurtenances.
- j. Flowline elevations on wastewater manholes, storm drainage manholes and inlets.
- k. Contours on one-foot intervals.
- l. Location of trees, including size and general species.

Task V.B: Special Service SS-2: Geotechnical Investigation Report

JQ will retain the services of a qualified geotechnical consultant to perform geotechnical investigations and recommendations for the foundation design of the concrete slab and paving improvements. One deep boring taken down to the rock stratum estimated to be around 20-ft below existing grade, and one shallow boring are anticipated for the sub-surface investigation and testing.

Task V.C: Special Service SS-3: SUE Services

JQ will retain the services of a qualified subsurface utility engineering (SUE) consultant to perform an investigation on the location of existing below grade utilities. The SUE services will include the following:

Quality Level “D” SUE and Quality Level “C” SUE Investigations:

- Contact the applicable “one call” agency and acquire records from all available utility owners including local municipalities (cities, counties, etc.) and client.
- Perform in-field visual site inspection from information derived from existing records or oral recollections. Compare utility infrastructure and visual discrepancies with record drawings.
- Interview available utility owners for needed clarification, resolution of found discrepancies, and details not provided on the record drawings.
- Information obtained by surveying and plotting visible above-ground utility features and by using professional judgments in correlating this information

Quality Level “B” SUE Investigations:

- Select and employ the appropriate suite of geophysical equipment to search for existing utilities at the locations specified on the project. For metallic/conductive utilities (e.g. steel pipe, electrical cable, telephone cable) electromagnetic induction, and magnetic equipment will be employed. We will attempt to designate non-metallic/non-conductive utilities using other proven methods, such as rodding, probing, and Ground Penetrating Radar (GPR).
- Interpret the surface geophysics and mark the indications of utilities with paint on the ground surface for subsequent depiction on deliverable utility maps.
- Coordinate with the Client for survey the existing utility designating marks and above ground appurtenances once all Field work has been completed.

EXCLUSIONS

The following are services excluded from the structural, civil, and land surveying basic services scope:

- Quality Level “A” Subsurface Utility Engineering (SUE) to determine the location of existing utilities.
- Platting, boundary, or ALTA surveys.
- Utility research. It is our understanding that this information will be provided to JQ by others.

- Easement documents.
- Update of survey of improvements after initial survey has been performed.
- Design of any utility relocations.
- Storm water detention design or analysis.
- Preparation of design and details for site retaining walls.
- Fast track production of any portion of the Contract Documents released for pricing/bid/fabrication or submitted for building permit prior to such issuance of final design documents.
- Materials or geotechnical testing. Any lead and asbestos testing will be performed by others.
- Architectural, mechanical, piping, or electrical design or specification services.
- Meetings or site visits beyond the number defined in the scope above.
- Confined space entries of any kind. Special services are required to accommodate any required entries identified during the course of the assessment.
- Design of excavation protection or retention systems.
- Preparation of Storm Water Pollution Prevention Plan (SWPPP).
- Changes to the design documents required as a result of damage done by the Contractor to existing utilities, pavement, flatwork, storm water management BMPs, etc.

FEES, PAYMENT AND REIMBURSABLES

We propose to provide BASIC engineering services on a LUMP SUM basis as per the table below. Special services will be performed on a time and materials basis only where authorized.

BASIC SERVICES	
STRUCTURAL DESIGN:	
PHASE I – PRELIMINARY DESIGN AND EVALUATION	No Scope
PHASE II – FINAL DESIGN PHASE	\$ 25,390.00
PHASE III – BID PHASE	\$ 1,395.00
PHASE IV – CONSTRUCTION PHASE	\$ 6,765.00
TOTAL STRUCTURAL DESIGN BASIC SERVICES	\$ 33,550.00
CIVIL DESIGN:	
PHASE I – PRELIMINARY DESIGN AND EVALUATION	No Scope
PHASE II – FINAL DESIGN PHASE	\$ 22,655.00
PHASE III – BID PHASE	\$ 1,200.00
PHASE IV – CONSTRUCTION PHASE	\$ 6,445.00
TOTAL CIVIL DESIGN BASIC SERVICES	\$ 30,300.00
PHASE V – SPECIAL SERVICES	
SS-1: Land Surveying Services	\$ 9,700.00
SS-2: Geotechnical Investigation (By Others, \$7,000 Per Site)	\$ 21,000.00
SS-3: SUE (By Others, \$6,000 Per Site)	\$ 18,000.00

Gupta and Associates, Inc.

City of Round Rock, Texas Standby Generators at South 81 EST, Southeast EST, and Southeast GST – Structural, Civil, and Survey

08.03.21 (Revised 08.27.21, 09.10.21)

Scope of Engineering Services and Compensation

Page 6 of 6

The fee development and authorized additional or special services are based on the following hourly rates.

Partner	\$275.00 / hour
Principal	\$235.00 / hour
Senior Project Manager	\$195.00 / hour
Engineering Technical Lead	\$205.00 / hour
Project Manager	\$165.00 / hour
Senior Project Engineer	\$150.00 / hour
Senior Technician	\$130.00 / hour
Administrative	\$90.00 / hour
Senior Registered Professional Land Surveyor	\$180.00 / hour
Registered Professional Land Surveyor	\$150.00 / hour
Survey Crew (2 Man)	\$180.00 / hour
Survey Crew (1 Man)	\$135.00 / hour

Reimbursable expenses for authorized additional services will be invoiced at 1.10 times net cost to JQ.

Reimbursable expenses include:

- Travel expenses including mileage at \$0.50 per mile.
- Reproduction

Invoices for progress payments of the basic fee will be billed each month for services performed during the prior month on a time and material basis. The terms and conditions of the PRIME professional services agreement with the CITY shall apply.

We appreciate your consideration and look forward to working with you.

Sincerely,

JQ Infrastructure, LLC

DRAFT ONLY

Murali Kariyarveedu, PE

Partner

Enclosure:

Exhibit A – Structural Fee Backup

Exhibit B – Civil Fee Backup

Exhibit C – Survey Fee Backup

Gupta and Associates
Standby Generators at EST/GST Sites
City of Round Rock

Exhibit B

JQ Infrastructure
CIVIL FEE BREAKDOWN
PREPARED BY: Chris Bitter
LAST REVISED: 09/09/2021

Task	No.	Description	Principal, hrs	Senior Project Manager, hrs.	Technical Advisor QA/QC, hrs	Project Engineer hrs.	Cadd Tech hrs.	Admin hrs.	Direct Costs (mileage, copies, etc)	Sub-Total \$ for Task
1		General Management								
	1.1	Internal Kickoff Meeting		1		1				\$ 330.00
	1.2	Owner Kickoff Meeting		2					\$ 50.00	\$ 440.00
	1.3	Internal Coordination Meeting		1		1	1			\$ 430.00
	1.4	Design Review Meetings (2)		4					\$ 100.00	\$ 880.00
										\$ 2,080.00
2		Design Phase								
	2.1	Prepare 60% (3) Site/Paving Plans, (3) Grading Plans and Detail Sheet		8	2	16	24			\$ 6,530.00
	2.2	60% Civil Specifications		2	1	4		1		\$ 1,225.00
	2.3	Prepare 60% OPCC		2	1	4				\$ 1,135.00
	2.4	Prepare 90% (3) Site/Paving Plans, (3) Grading Plans and Detail Sheet		4	2	12	16			\$ 4,410.00
	2.5	90% Civil Specifications		2	1	2		1		\$ 955.00
	2.6	Prepare 90% OPCC		2	1	2		1		\$ 955.00
	2.7	Prepare 100% Site/Paving, Grading Plan and Detail Sheet		4	2	10	12			\$ 3,740.00
	2.8	70% Civil Specifications		2	1	2		1		\$ 955.00
	2.9	Prepare 100% OPCC		1	1	2				\$ 670.00
										\$ 20,575.00
3		Bid Phase Assistance								
	3.1	Addendum/RFI Response (up to 2)		1		2				\$ 465.00
	3.2	Conformed drawings		1	1	1	2			\$ 735.00
										\$ 1,200.00
4		Construction Phase								
	4.1	Submittals/RFIs		2		8				\$ 1,470.00
	4.2	Site Visits and Inspections (1 per site)		6		6			\$ 100.00	\$ 2,080.00
	4.3	Final Walk Through (3 sites)		6		6			\$ 50.00	\$ 2,030.00
	4.4	Record Drawings		1		2	4			\$ 865.00
										\$ 6,445.00

0 52 13 81 59 4 \$ 300.00
 Princ. P.M. Tech Adv Proj. Eng. Tech Admin.
 Hourly Rates = \$ 235.00 \$ 195.00 \$ 205.00 \$ 135.00 \$ 100.00 \$ 90.00

Basic Services = \$ 30,300.00
 Special Services = \$ -

Total Fee = \$ 30,300.00

Survey

Client GAI
 Project Round Rock GST
 Location Round Rock, TX

Date: 7/30/2021

Tasks	Senior Project Manager	Senior RPLS	RPLS	Senior Technician	Technician	Survey Crew 1-Person	Survey Crew 2-Person	Survey Crew 3-Person	Abstractor	Clerical	Hours	Cost	Cost w/Tax
	\$195.00	\$180.00	\$150.00	\$130.00	\$100.00	\$135.00	\$180.00	\$185.00	\$95.00	\$65.00			
											0	\$0.00	\$0.00
											0	\$0.00	\$0.00
											0	\$0.00	\$0.00
											0	\$0.00	\$0.00
South B1 EST - 0.42 acres		3		8			8				19	\$3,020.00	\$3,020.00
Southeast EST - 0.77 acres		3		8			8				19	\$3,020.00	\$3,020.00
Southeast GST - 0.73 acres		3		8			8				19	\$3,020.00	\$3,020.00
											0	\$0.00	\$0.00
											0	\$0.00	\$0.00
											0	\$0.00	\$0.00
Total Hours	0	9	0	24	0	0	24	0	0	0	57		
Total Cost	\$0.00	\$1,620.00	\$0.00	\$3,120.00	\$0.00	\$0.00	\$4,320.00	\$0.00	\$0.00	\$0.00		\$9,060.00	\$9,060.00

Direct Costs

	Rate	Quantity		Total
Mileage	\$0.55	400	\$218.00	\$239.80
Hotel	\$93.00	4	\$372.00	\$409.20
Total Cost				\$0.00

Project Total												\$9,060.00	\$9,060.00
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EXHIBIT E

Certificates of Insurance

Attached Behind This Page



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/3/2021

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

PRODUCER Risk Strategies 12801 North Central Expy. Suite 1710 Dallas, TX 75243	CONTACT NAME: Brian R Hadar	FAX (A/C, No): (214) 503-8899	
	PHONE (A/C, No, Ext): (214) 323-4602	E-MAIL ADDRESS: certificatedallas@risk-strategies.com	
INSURED Gupta & Associates, Inc. 13717 Neutron Rd Dallas TX 75244	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Twin City Fire Insurance Company		29459
	INSURER B: Travelers Casualty and Surety Co America		31194
	INSURER C: Chubb National Insurance Company		10052
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES**CERTIFICATE NUMBER:** 63185879**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"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	84SBWBC3906	8/1/2021	8/1/2022	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	84SBWBC3906	8/1/2021	8/1/2022	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 DED RETENTION \$	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	84SBWBC3906	8/1/2021	8/1/2022	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
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	71795593	4/5/2021	4/5/2022	<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
B	Professional Liability		<input checked="" type="checkbox"/>	107204522	1/17/2021	1/17/2022	Per claim \$1,000,000 Annual Aggregate \$2,000,000

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

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

CERTIFICATE HOLDER

Master Certificate

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Brian Hadar

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ACORD 25 (2016/03)

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